



Regular Meeting Agenda May 3, 2022

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

SPECIAL PROCEDURES NOTICE

On March 4, 2020, pursuant to California Government Code Section 8625, Governor Newsom declared a State of Emergency as a result of the threat of the COVID-19 virus.

On September 17, 2021, Governor Newsom signed AB 361, which went into immediate effect as urgency legislation. AB 361 added subsection (e) to Section 54953 to authorize legislative bodies to conduct remote meetings provided the legislative body makes specified findings. As of February 9, 2022 it was reported that the COVID-19 pandemic had killed more than 81,811 Californians. Social distancing measures decrease the chance of the spread of COVID-19.

Given the health risks associated with COVID-19, please be advised that while the City Council Chambers are open to the public, some or all of the Placentia City Council Members may attend this meeting via teleconference. Those locations are not listed on the agenda and are not accessible to the public.

How to Observe the Meeting

To maximize public safety while maintaining transparency and public access, in addition to being open to the public, all City Council meetings are available to view live on AT&T U-verse (Channel 99), Spectrum (Channel 3), and online at www.placentia.org/pctv.

How to Submit Public Comment

Members of the public may provide public comment in person or comments may be sent for City Council consideration by email to the City Clerk at cityclerk@placentia.org. Please limit submitted comments to 200 words or less. Comments received before or during a Council meeting, until the close of the **Oral Communications** portion of the agenda, may not be read during the City Council meeting but will be summarized in the public record and are subject to the regular time limitations per speaker. Longer submittals will be included in the public record. If you are unable to provide your comments in writing, please contact the City Clerk's Office for assistance at (714) 993-8231.

Americans with Disabilities Act Accommodation

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 cityclerk@placentia.org or by calling (714) 993-8231. Notification 48 hours prior to the meeting will generally enable City Staff to make reasonable arrangements to ensure accessibility while maintaining public safety. (28 CFR 35.102.35.104 ADA Title II)

Until further notice the City will implement the guidelines of the California Department of Public Health regarding social distancing.

The City of Placentia thanks you in advance for taking all precautions to prevent the spread of the COVID-19 virus.



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

Mayor Rhonda Shader
District 1

Mayor Pro Tem Chad P. Wanke
District 4

Craig S. Green
Councilmember
District 2

Ward L. Smith
Councilmember
District 5

Jeremy B. Yamaguchi
Councilmember
District 3

Robert S. McKinnell
City Clerk

Kevin A. Larson
City Treasurer

Damien R. Arrula
City Administrator

Christian L. Bettenhausen
City Attorney

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

Phone: (714) 993-8117

Fax: (714) 961-0283

Email:
administration@placentia.org

Website: www.placentia.org

Mission Statement

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

Vision Statement

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

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

Procedures for Addressing the Council/Board Members

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

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

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

Special Accommodations

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

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

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
PLACENTIA PUBLIC FINANCING AUTHORITY
REGULAR MEETING AGENDA - CLOSED SESSION
May 3, 2022
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

ORAL COMMUNICATIONS:

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

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

1. Pursuant to Government Code Section 54956.8
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Administrator
2. Pursuant to Government Code Section 54956.8
PUBLIC EMPLOYEE PERFORMANCE EVALUATION:
Title: City Attorney
3. Pursuant to Government Code Section 54956.9 (d)(1):
Conference with Legal Counsel – Existing Litigation
Case: Arcadia, et al. v. So. Cal. Edison Corp., Santa Barbara Superior Court Case No. 20 CV 02026

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

**PLACENTIA CITY COUNCIL
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PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
PLACENTIA PUBLIC FINANCING AUTHORITY
REGULAR MEETING AGENDA
May 3, 2022
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

INVOCATION: Charles Frost

PLEDGE OF ALLEGIANCE: Fire Engineer James Banister

PRESENTATIONS:

a. **Recognition of May 20, 2022 as Food Allergy Awareness Day**

Presenters: Mayor Shader and Community Services Supervisor Veronica Ortiz
Recipients: Emma Melin and Rose Melin

b. **Proclamation of May 2022 Mental Health Awareness**

Presenter: Mayor Shader
Recipient: Olivia Siegel

c. **Proclamation of May 2022 Older Americans Month**

Presenter: Mayor Shader
Recipient: Tricia Montelongo

d. **Proclamation Declaring May 22, 2022 as "National Poppy Day" and May 2022 as "Poppy Month"**

Presenter: Mayor Shader
Recipients: American Legion Auxiliary Unit 277

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.e.):

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. **Second Reading of Ordinance No. O-2022-04, Whereby Chapter 23.90 of the Municipal Code Shall be Amended Regarding the Standards and Regulatory Requirements of Temporary Advertising Devices (Zoning Code Amendment 2022-01)**

Fiscal Impact: None

Recommended Action: Approve

- 1.b. **City Fiscal Year 2021-22 Register for May 3, 2022
Check Register**

Fiscal Impact: \$1,173,626.99

Electronic Disbursement Register

Fiscal Impact: \$789,649.25

Recommended Action: It is recommended that the City Council:

- 1) Receive and file

- 1.c. **Award of Construction Contract for Vehicle Garage Concrete Building Foundations at Fire Station #2, City Project No. 5105**

Fiscal Impact:

Expense: \$133,042.61 Construction Contract Amount
\$ 13,304.26 Contingency Amount
\$146,346.87 FY 2021-22 CIP Budget Project No. 5105

Budget: \$ 96,345.00 Measure U Fund (795105-6185)
\$ 32,711.00 Pub Safety Develop. Impact Fee (675105-6185)
\$ 17,293.27 General Fund (105105-6185 & 105105-6850)
\$146,349.27 Available Budget

Recommended Action: It is recommended that the City Council:

- 1) Approve a Public Works Agreement with Corner Keystone Construction Corporation for the Fire and Life Safety Station #2 Project in the amount of \$133,042.61; and
- 2) Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or \$13,304.26, for a total construction contract not-to-exceed amount of \$146,346.87; and
- 3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

- 1.d. **Resolution Adopting Fiscal Year 2022-23 Project List for Compliance with SB 1, the Road Repair and Accountability Act Of 2017**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Approve Resolution No. R-2022-26, a Resolution of the City Council of the City of Placentia, California, adopting the List of Projects for Fiscal Year 2022-23 funded by SB 1, The Road Repair and Accountability Act 2017; and
- 2) Direct Staff to submit the project list to the California Transportation Commission.

- 1.e. **Amendment No. 2 to Professional Services Agreement with Dennis Grubb and Associates, LLC. for Fire Prevention/Fire Marshal Services for Placentia Fire and Life Safety Department**

Fiscal Impact: \$50,000 – Department Contract Services (103066-6290), with at least 80% of revenue generated by fire inspection and permit fees offsetting this expense.

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 2 to the Professional Services Agreement with Dennis Grubb and Associates LLC. to increase the compensation from \$50,000 to \$100,000; and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

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

Fiscal Impact: None

Recommended Action: Approve

2. PUBLIC HEARING: None

3. REGULAR AGENDA:

3.a. **Professional Services Agreement With JBA Consulting Engineers, Inc., DBA NV5 (NV5) For The Placentia City Hall & Police Station HVAC, Solar, And Electric Vehicle Charging Infrastructure Project**

Fiscal Impact:

Expense:	\$ 349,065	Professional Services Agreement
	\$ 34,906	Contingency Amount
		(105207-6850) & (105209-6850)
Budget:	\$2,000,000	City Hall HVAC Project (105207-6850)
	\$ 600,000	City Hall Solar Project (105209-6850)

Recommended Action: It is recommended that the City Council:

- 1) Approve a Professional Services Agreement with JBA Consulting Engineers, Inc. dba: NV5 to provide engineering design and construction bid documents for the Placentia City Hall and Police Station HVAC System and Solar Energy Project in an amount not-to-exceed \$349,065; and
- 2) Authorize the City Administrator to approve change orders up to 10% of the total contract amount, or \$34,906; and
- 3) Authorize the City Administrator to execute the above-mentioned Professional Services Agreement, 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/PPFA Board of Directors will adjourn to a regular City Council meeting on Tuesday, May 17, 2022 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:

- 2nd Reading of Police Department Military Equipment Ordinance
- LMD Public Hearing Notice Resolution
- SLD Public Hearing Notice Resolution
- NOC: Civic Center Pergola Project
- Amendment No. 3 with Briggs Cardosa for Golden Ave. Bridge Replacement Project
- TOD CFD Annual Levy
- Public Safety CFD Annual Levy
- Study Session: Santa Fe Street Closure

CERTIFICATION OF POSTING

I, Nancy Albitre, Interim Deputy City Clerk of the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority, the Successor Agency, and the Placentia Public Financing Authority hereby certify that the Agenda for the May 3, 2022 meetings of the City Council, Successor Agency, Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on April 28, 2022.

Nancy M. Albitre
Interim Deputy City Clerk



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF DEVELOPMENT SERVICES
DATE: APRIL 19, 2022

SECOND READING AND ADOPTION	
Ord No. <u>O-2022-04</u>	Date <u>05/03/2022</u> Item No. <u>1.d.</u>
First reading approved on <u>04/19/2022</u> Item <u>2.d.</u> (Date)	
Reviewed and Approved:	
Department Head <u>[Signature]</u>	
Interim Deputy City Clerk <u>[Signature]</u>	

SUBJECT: INTRODUCTION AND FIRST READING OF ORDINANCE NO. O-2022-04, WHEREBY CHAPTER 23.90 OF THE MUNICIPAL CODE SHALL BE AMENDED REGARDING THE STANDARDS AND REGULATORY REQUIREMENTS OF TEMPORARY ADVERTISING DEVICES (ZONING CODE AMENDMENT 2022-01)

FISCAL IMPACT: NONE

SUMMARY:

City Council is in the process of creating the Placentia Buy Local Incentive Program, which will include several different components intended to boost Economic Development citywide. One of the anticipated components of the Buy Local Program will incentivize businesses to upgrade their permanent signs, and a Resolution waiving certain Planning and Building permit fees has been prepared to initiate this component of the program. Another component of the program relates to temporary signs (banners, etc.). Over the last several years, Staff has found that there are ambiguities and inconsistencies regarding the standards and regulatory requirements of temporary advertising devices, resulting in confusion for business owners who wish to utilize temporary advertising. In discussing the Placentia Buy Local Incentive Program as it relates to signage, the aforementioned issues surfaced, and Staff was directed to prepare an ordinance to clarify the temporary sign regulations citywide.

RECOMMENDATION:

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

1. Open the public hearing concerning Ordinance No. O-2022-04; and
2. Receive the staff report, consider all Public Testimony, ask any questions of Staff; and
3. Close the public hearing; and
4. Find that adoption of Zoning Code Amendment No. 2022-01 is categorically exempt from environmental review and direct Staff to file a Notice of Exemption, pursuant to CEQA Section 15061(b)(3); and

1.a.
May 3, 2022

2. d.
Apr. 19, 2022

5. Waive full reading, by title only, and introduce for first reading, Ordinance No. O-2022-04, an Ordinance of the City Council of the City of Placentia, California, finding that approval of Zoning Code Amendment No. 2022-01 is exempt from the California Environmental Quality Act (CEQA) Pursuant To CEQA Section 15061(B)(3) and approving Zoning Code Amendment No. 2022-01 amending Title 23 (Zoning Ordinance) of the City of Placentia Municipal Code regarding the standards and regulatory requirements of temporary advertising devices as defined In Chapter 23.90 Signs - Advertising Structures; and
6. Adopt Resolution No. R-2022-24, a Resolution of the City Council of the City of Placentia, California, establishing a temporary planning permit fee waiver and building permit fee waiver to promote and incentivize new signage at businesses citywide as part of the Placentia Buy Local incentive program.

BACKGROUND:

The Placentia Buy Local Incentive Program will include several different components intended to boost Economic Development citywide. One of the anticipated components of the Buy Local Program will incentivize businesses to upgrade their permanent signs, especially in those cases in which the signage is dilapidated or does not comply with current City standards. A resolution waiving certain Planning and Building permit fees has been prepared to initiate this component of the program.

Regarding temporary signs (banners, etc.), over the last several years Staff has found that there are ambiguities and inconsistencies regarding the standards and regulatory requirements of temporary advertising devices. For example, there are currently ambiguous regulations related to how often temporary signs are allowed, the limits on the size and type of banners/signs allowed, and the specific type of banners/devices that are allowed. In discussing the Placentia Buy Local Incentive Program as it relates to signage, the aforementioned issues surfaced, and Staff was directed to prepare an ordinance to clarify the temporary sign regulations citywide. The proposed, amended banner regulations will provide clarification for businesses regarding the placement of temporary banners and other temporary signs. This will also simplify the application process regarding temporary banners for business owners, and will reduce fees for recurring banners within the same calendar year.

DISCUSSION:

To compare the City's current temporary sign regulations with other jurisdictions, a survey was conducted including eight Orange County cities. Specifically these cities include Orange, La Habra, Buena Park, Fullerton, Santa Ana, Anaheim, Orange, and Brea. The survey included information on the temporary banner regulations of those respective cities regarding size, timeframe for display, and types of signs allowed, in order to provide recommendations on how to clarify the sections of Placentia's Municipal Code.

Draft Ordinance amending Chapter 23.90 of the Placentia Municipal Code (PMC)

Please refer to Attachment 1 (draft ordinance) memorializing the changes below:

Time Period:

- The current code permits special promotion banners for eight (8) days each month, either consecutive or random. Registration fee is currently \$52.56 for each occurrence.
- New regulations will permit special promotion banners for no more than thirty (30) consecutive days. No more than three (3) special promotion permits per calendar year. Change of ownership will not entitle the new business owner to additional banner permits beyond the three (3) per year allowed.
 - There will be a reduced renewal fee for the 2nd and 3rd banner (75% of the initial registration fee – currently \$39.42).

Size, Height, and Location:

- The current code does not specify the size and locational requirements of temporary banners
- New regulations will clarify size, height, locational requirements of banners, and specify what types of temporary advertising signs are permitted.
 - Banners shall not project above the roofline, and there shall be a minimum 8-foot height clearance from the ground if banner is affixed to the storefront.
 - Banners shall only be attached to those portions of the building fronting a street or parking lot.
 - Banner size shall not exceed one square foot per lineal foot of store or business frontage up to a maximum of 25 square feet, with the exception of large retail businesses with outdoor sales areas (i.e. dealerships) that will not be limited to the 25 square foot maximum size limit.

Types of Temporary Advertising Devices:

- The current code permits temporary banners and certain types of flags and pennants but is ambiguous in defining what types are allowed.
- New regulations will allow pennants only during grand openings, with the exception of large retail businesses with outdoor sales areas (dealerships).
 - Feather flags, air dancers, portable banners, streamers, etc. shall be prohibited.

Holiday Banners

- The current code permits holiday banners without a permit, with no registration fee on the following Holidays:
 - New Year's Day, President's Day, Easter, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving plus the day after, and Christmas
- New regulation will extend the allowed holiday banner time period, with no registration fee, to fourteen (14) days surrounding the above Holidays:
 - This will include the seven (7) days before the holiday, seven (7) days after the holiday, and the holiday date itself

Large Retail Businesses

- Large retail businesses with outdoor sales, such as auto dealerships, will have special regulations with more flexibility.
 - Banners, balloons, and inflatables will be permitted, provided that the balloons and inflatables are not roof-mounted
 - The allowance of one (1) grand opening permit and three (3) special promotion permits per year still apply.

Other Clarifications

A definition will be added to Section 23.90.10 of the Placentia Municipal Code (PMC). Temporary advertising devices will be defined as "pennants, banners, inflatables, and other similar temporary advertising devices".

Window signs that meet specific requirements do not require a building permit, but that is not explicitly stated in the current code. That specific section regarding window signs from PMC Section 23.90.180(9), Section 23.90.190(5), and Section 23.90.210(3) will be added to PMC Section 23.90.060 Exemptions. The definition of window signs will also be amended to exclude signs painted on banners.

All temporary advertising devices will require registration (permit) with the Development Services Department prior to installation. Language to this effect will be added to PMC Section 23.90.160.

CEQA:

The proposed zoning code amendment was reviewed by Staff in accordance with the requirements of the California Environmental Quality Act ("CEQA"). Based on that review, Staff and the Planning Commission both recommend that the City Council find that adoption of ZCA 2022-01 is exempt from environmental review pursuant to the provisions of the California Environmental Quality Act (CEQA), Section 15061(b)(3) in that the proposed Code Amendments are not expected to create a negative impact on the physical environment and it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Recommending Body Determination:

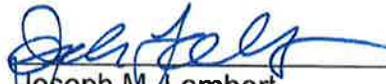
On April 12, 2022, the City of Placentia Planning Commission held a public hearing and recommended that the City Council adopt a Categorical Exemption for this project and approve ZCA 2019-04 with minor amendments to the draft ordinance as prepared by Staff. The commission recommended a slight change to the ordinance in Section 23.90.160 - Temporary Advertising Devices, to adjust the timeframe for holiday banners to allow the banners to be displayed within a 14 day period before or after a given holiday.

Prepared by:



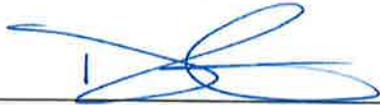
Kathrine Kuo
Planning Technician

Prepared by:



Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Ordinance O-2022-04 - Chapter 23.90 Signs - Advertising
2. Resolution No. R-2022-24 – Commercial Sign Fee Waiver Program

ORDINANCE NO. O-2022-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, FINDING THAT APPROVAL OF ZONING CODE AMENDMENT NO. 2022-01 IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA SECTION 15061(B)(3) AND APPROVING ZONING CODE AMENDMENT NO. 2022-01 AMENDING TITLE 23 (ZONING ORDINANCE) OF THE CITY OF PLACENTIA MUNICIPAL CODE REGARDING THE STANDARDS AND REGULATORY REQUIREMENTS OF TEMPORARY ADVERTISING DEVICES AS DEFINED IN CHAPTER 23.90 SIGNS - ADVERTISING STRUCTURES

City Attorney's Summary

This Ordinance amends provisions of Title 23 (Zoning) of the Placentia Municipal Code and adopts amended regulations regarding the regulation of temporary signs citywide. Therefore, this Ordinance will update the Placentia Municipal Code (PMC) to address ambiguities and inconsistencies regarding the standards and regulatory requirements of temporary advertising devices including the limits on the size and type of banners/signs allowed, and the specific type of banners/devices that are allowed.

WHEREAS, on April 12th, 2022, the Planning Commission of the City of Placentia held a duly noticed public hearing at which time it considered all evidence presented, whether written or oral; and

WHEREAS, after the close of the public hearing the Planning Commission recommended that the City Council adopt this Ordinance; and

WHEREAS, on April 19th, 2022, the City Council of the City of Placentia held a duly noticed public hearing at which time it considered all evidence presented, whether written or oral; and

WHEREAS, the City desires to amend its regulations to address ambiguities and inconsistencies regarding the standards and regulatory requirements of temporary advertising devices.

**NOW, THEREFORE, THE CITY OF PLACENTIA DOES HEREBY ORDAIN AS
FOLLOWS:**

SECTION 1. Title 23 of the Placentia Municipal Code (Zoning) is hereby amended to read as follows:

23.90.010 Definitions.

For the purpose of this chapter, certain terms used herein are defined as follows:

“Balloon” means an inflatable bag or other inflatable device of any size.

“Billboard” means any sign usually designed for use with changing advertising copy, and which is normally used for the advertisement of goods produced or services rendered at a location other than the premises on which the sign is located.

“Building frontage” means the lineal extent of a building or unit along either a street or a public parking area serving the business, not including loading or service areas.

“Business identification sign” means any sign erected or maintained for the purpose of identifying a bona fide business being conducted upon the premises on which the sign is located.

“Cabinet sign” means a fixed, self-contained, electrically illuminated sign.

“Center identification sign” means a free-standing sign structure containing the name identifying an integrated business development, and may also include identification signs on which the names and nature of business only within the development are uniformly displayed.

“Channel letter sign” means a sign consisting of a series of individual fixed letters, symbols or logos each illuminated by a fixed power source which is either exposed or inside the building on which the sign is attached.

“Doubleface sign” means a single sign with two (2) parallel signs faces back to back.

“Electric sign” means an advertising structure served or energized with electrical current for purpose of illuminating or for any other purpose.

“Free-standing sign” means any permanent sign not attached to a building.

“Freeway” means a highway with respect to which the owners of abutting lands have no right of easement or access to or from their abutting lands, or in respect to which such owners have only limited or restricted easement or access, and which is declared to be such in compliance with the Streets and Highways Code of the state.

“Integrated development” means a development consisting of five (5) or more interrelated business establishments, in separate units, using common driveways and on site parking facilities.

“Monument sign” means a low profile sign, not exceeding four (4) feet in height, supported by a solid pedestal extending under the entire length of the sign.

“Nonadvertising sign” means any sign posted on private property containing thereon a regulatory or warning notice, and upon which no advertising matter is displayed.

“Off-premises freeway sign” means an outdoor advertising sign adjacent to or visible from the freeway identifying a business at some location other than the property where the sign is displayed and does not include billboards.

“Permanent reader panel” means a permanently constructed changeable copy bulletin board lighted or unlighted with detachable precut letters and figures.

“Portable sign” means any movable external sign that is not permanently secured or attached to an approved structure, support or anchor.

“Projecting sign” means any sign which is affixed or attached to, and is supported solely by a building wall or structure, or parts thereof, and extends beyond building wall, or structure or parts thereof more than twelve (12) inches and whose angle of incidence to said building wall, structure or parts thereof, is greater than thirty (30) degrees.

“Roofline” means the height above finished grade of the uppermost beam, rafter, ridge board, or purlin of any building.

“Roof sign” is any sign erected, constructed and maintained wholly upon or over the roof of any building with the principal support on the roof structure.

“Sign” means and includes every announcement, declaration, demonstration, display, illustration, insignia, surface or space when erected or maintained in view of the general public for identification, advertisement or promotion of the interests of any business or person.

“Sign area” means the entire area within the outside border of the sign. The area of a sign having no continuous border or lacking a border shall mean the entire area within a single continuous perimeter formed by no more than eight (8) straight lines enclosing the extreme limits of writing, representations, emblem, or any figure or similar character, together with any frame or other material or color forming an integral part of the display or used as a border excluding the necessary supports or uprights on which such sign is placed. Where a sign has two (2) or more faces, the area of all faces shall be included in determining the area of the sign, except that where two (2) such faces are placed back to back and are at no point more than three (3) feet from one another, the area of the sign shall be taken as the area of one (1) face if the two (2) faces are of equal area, or as the area of the larger face if the two (2) faces are of unequal area.

“Street frontage” means the lineal extent of a parcel of land along a street.

“Temporary Advertising Device” means Spinners, feather flags, streamers, portable banners, air dancers, and pennants.

“Temporary sign” means any sign, not permanently attached to the ground or a structure, which is installed or placed for a limited duration.

“Wall sign” includes all flat signs, either of solid face construction or individual letters, which are placed against the exterior wall of any building or structure and extending not more than one (1) foot from the face of the building and having the advertisement on one (1) face only. (Ord. O-2018-07 § 1, 2018; Ord. 94-O-121 § 1, 1994; Ord. 91-O-105 § 1, 1991; Ord. 85-O-125, 1985)

23.90.060 Exemptions.

The following nonilluminated signs shall be permitted in all districts with no permit required, subject to the limitations provided in this chapter, or as otherwise provided by state law:

(1) One (1) double-faced real estate sign not exceeding six (6) feet in area nor four (4) feet in height, pertaining to the sale or rental of the property on which displayed, provided that not more than one (1) sign per street frontage is allowed, and provided that such sign shall be removed at the time the property is sold or rented;

(2) One (1) professional nameplate or occupational sign denoting only the name and occupation of an occupant in a commercial building or public institutional building, provided that said sign does not exceed two (2) square feet in area and is attached to and mounted parallel to the face of the building not exceeding four (4) inches from the wall;

(3) One (1) single-faced identification nameplate or sign on an apartment house, boarding or rooming house or similar uses, not exceeding three (3) square feet in area; provided that said sign is attached to and mounted parallel to the face of the building not exceeding four (4) inches from the wall;

(4) One (1) nameplate, denoting only the name of occupants of a dwelling, and not exceeding two (2) square feet in area not located closer than two (2) feet to the property line;

(5) Traffic or other municipal signs, legal notices, railroad crossing or danger signs;

(6) Nonadvertising warning signs or trespass signs on private property, posted no closer than one hundred (100) feet apart, not exceeding two (2) feet in area;

(7) Nonadvertising signs of public utility companies as may be required in their operations in providing services for the health and welfare of the general public, or as required by any law or regulations of the state or any agency thereof;

(8) One (1) sign per street frontage identifying the development and denoting the architect, engineer or contractor, when placed upon work under construction; provided, however, that no such sign shall exceed thirty-two (32) square feet in area nor eight (8) feet in height;

(9) On-site directional signs for public and private developments, denoting the entrance, exit and direction of traffic flow and not exceeding four (4) square feet in area; provided such sign is not prohibited or further regulated by other sections of this title or any other ordinance of the city;

(10) Nonadvertising displays commemorating legal holidays; providing, however, that said displays are not detrimental to public health, safety and general welfare;

(11) Off-site directional signs for the location of open houses, new residential developments, and garage sales not exceeding three (3) square feet in area and subject to the regulations in Section 23.90.140;

(12) Temporary signs, other than temporary advertising devices, subject to the regulations in Section 23.90.120.

(13) Window signs, including signs painted on windows, shall be permitted subject to the following:

(A) They shall be permitted only inside a window of the business to which such signs pertain;

(B) Total area occupied by such signs shall not exceed more than twenty-five (25) percent of the window area through which they are displayed;

(C) Signs shall be displayed in a neat and orderly manner;

(D) Painted signs shall consist of lettering and/or random figures, the painting of solid areas shall be prohibited, except for seasonal holiday displays;

23.90.100 Prohibited signs.

The following signs shall not be permitted:

(1) Inflatable signs or balloons containing signs, except as permitted by Section 23.90.160(7);

(2) No vehicle containing any advertising matter, words, symbols or pictures shall be so parked either on public or private property for the sole purpose of advertising or directing attention to a business;

(3) Signs which incorporate in any manner any flashing moving, or intermittent lighting;

(4) Rotating or animated signs, or signs which contain any moving parts;

(5) Temporary advertising devices, except as permitted by Section 23.90.160

(6) A-frame signs, H-stake signs;

~~(7) (7) Signs painted directly on a building, except as permitted by Section 23.90.190(4)(E);~~

~~(8) (8) No sign, lights or other advertising structure shall be located in such a manner as to constitute a hazard to pedestrian or vehicular traffic, or in such a manner as to obstruct free and clear vision at any location where, by reason of its position, shape, color or movement, it may interfere with, obstruct the view of or be confused with any authorized traffic sign, signal or device. Nor shall such sign or advertising structure make use of any word, phrase, symbol or character in such a manner as to interfere with, mislead or confuse traffic;~~

~~(7) (9) Spinners and balloons, or similar advertising devices; Pennant signs, except as permitted by Section 23.90.160(4) and Section 23.90.160(7);~~

~~(8) (10) Signs which exceed the roofline or parapet to which such signs are attached;~~

~~(9) (11) Signs on vehicles, trailers, boats or other similar property parked on private property within the city limits for the purpose of advertising such vehicle, trailer, boat or similar property for rent, sale or lease, unless:~~

~~(A) Such property is on the premises owned, rented or leased by the owner of the vehicle, trailer boat or similar property,~~

~~(B) Such property is on a business premises licensed by the city to engage in the sale, rental or lease of such property;~~

~~(10) (12) Any off-site advertising, including billboards, except as otherwise provided in this chapter. (Ord. 89-O-103 § 1, 1989; Ord. 87-O-127 § 1, 1987; Ord. 85-O-125, 1985)~~

23.90.120 Temporary signs.

General. Temporary signs, other than temporary advertising devices, are allowed in all districts subject to the following limitations:

(1) Private Property.

(A) Removal. All temporary signs shall be removed within ninety (90) days of their placement and no more than seven (7) days after the event advertised on the sign has occurred;

(B) No temporary sign shall be placed in any manner or location that would negatively affect or interfere with pedestrian or vehicular traffic;

(C) Sponsor Identification. The name, address, and telephone number of the person or organization responsible for posting a temporary sign shall be affixed to each sign in a permanent waterproof manner;

(D) In all zones, no more than three (3) temporary signs may be placed on the same property, and the total area of all the signs on the property may not exceed thirty (30) square feet. If, however, there is more than one (1) dwelling unit on the property, the maximum number of signs on the property shall be the greater of three (3) or the number of dwelling units, provided that: (i) each unit exceeding three (3) signs on the property shall be attached to a dwelling; (ii) the total square footage of signs shall not exceed the product of ten (10) times the number of dwelling units; and (iii) no individual sign exceeds thirty (30) square feet.

(2) Public Property.

Temporary signs are prohibited in the following locations:

(A) Public Right-of-Way. No temporary sign shall be posted within a right-of-way (including, but not limited to, sidewalks, utility poles, light standards, median islands, tract entry planters, treewells, parkways, or on any traffic control sign or device).

(B) Public Facilities. No temporary sign shall be posted on any building or any land owned or controlled by the city. This section shall not, however, pertain to any building or land rented out by the city to an individual or party which agreement authorizes such signage. (Ord. O-2018-07 § 1, 2018; Ord. 90-O-109 § 1, 1990; Ord. 85-O-125, 1985)

23.90.160 Temporary advertising devices.

~~Temporary advertising devices such as pennants, banners and flags shall be permitted only be allowed for grand openings and special promotions subject to the following regulations:~~

~~(1) All temporary pennants, banners and flags advertising devices shall require a permit and shall be subject to the review and approval of the director of development services, except as otherwise provided herein, all temporary advertising devices are prohibited unless;~~

~~(A) A temporary advertising permit shall be obtained from the development services department prior to the placing, erecting, moving, reconstructing, altering or displaying of any exterior signs, including change of face or copy on existing signs, except as otherwise provided herein:~~

~~Applicant must pay the temporary advertising permit fee pursuant to Chapter 5 of the Placentia Municipal Code.~~

(2) Banners shall be attached to the building or canopy parallel to the building face, or to a center identification sign. No portion of any banner shall project more than six (6) inches from the face of the building, canopy or center identification sign to which it is attached, subject to the following:

(A) Not more than two (2) banners from an individual business shall be attached to any building frontage at one time. Where more than one (1) business occupies a commercial or industrial unit, not more than two (2) banners from that unit shall be attached to any building frontage at one time.

(B) Banners shall be attached to a center identification sign during a grand opening promotion only, and only one (1) banner shall be attached to any center identification sign frontage at one time.

(C) Banners shall not project above the roofline. If the banner is affixed to the storefront, there shall be a minimum 8 foot height clearance from the ground.

(D) Banners shall only be attached to a building elevation that faces a parking lot or right-of-way.

(3) No pennants shall be strung or attached to any utility pole, light standard or tree within the public right-of-way;

(4) Grand Openings. Permitted pennants and banners, banners and flags shall be displayed only at the location where the grand opening occurs and shall not be displayed for more than forty-five (45) consecutive days. The use of a grand opening display is allowed once, and only during the first year of operation;

(5) Special Promotions. Pennants, banners and flags Permitted banners for special promotions shall be permitted not be displayed for eight (8) days each month, either consecutively or at random; for more than thirty (30) consecutive days from the date of installation, subject to the following:

(A) No more than four (4) total temporary advertising permits shall be issued for any business address within a calendar year under this section. A permit issued for a grand opening shall count toward this limit. Change of business ownership at an address shall not automatically entitle the new business owner to additional special promotion sign permits beyond the amount allowed herein.

(6) ~~Pennants, banners and flags~~ Holiday Banners. Banners shall also be permitted ~~without a permit on~~ for the following holidays:

New Year's Day, President's Day, Easter, Memorial Day, July 4, Labor Day, Veteran's Day, Thanksgiving ~~plus the day after~~ and Christmas;

(A) The Banners shall be permitted fourteen (14) days before the holiday date and/or fourteen (14) days following the holiday date, but not exceeding fourteen (14) days total, in addition to the holiday date itself.

(B) Holiday banners shall be exempt from the temporary advertising permit fee.

(7) Businesses in which a primary component of the business operation is outdoor sales, including but not limited to large auto dealerships, shall be permitted to have banners, pennants, balloons, and inflatables for promotional events for no more than thirty (30) consecutive days from the date of installation, subject to the following:

(A) Banners shall not exceed one square foot per lineal foot of store or business frontage.

(B) Balloons and inflatables shall not be roof-mounted.

~~(7)~~ (8) Portable signs shall be prohibited.

(8) (9) No temporary advertising device shall be placed in any manner or location that might negatively affect or interfere with pedestrian or vehicular traffic. (Ord. 99-O-112 § 2, 1999; Ord. 94-O-145 § 1, 1995; Ord. 91-O-124 § 1, 1991; Ord. 87-O-127 § 2, 1987; Ord. 85-O-125, 1985)

23.90.180 Signs in commercial districts.

The following regulations shall apply to all signs and outdoor advertising structures in the "C-0," "C-1," "C-2," "C-M," and "T-C" districts.

(1) No sign shall be permitted that does not pertain directly to an approved business conducted on the premises.

(2) All signs, except those provided for in Section 23.90.120, temporary signs, shall be permanent in nature and shall be consistent with and reflect the architectural design of the building with which they are associated.

(3) The total sign area permitted per building frontage shall not exceed one (1) square foot per lineal foot of the building frontage on which the sign is located, subject to the following:

(A) Building frontages may not be combined to permit a larger sign on any one (1) building frontage.

(B) Signs shall be attached to the building or canopy, parallel to the building face. No portion of a channel letter or nonilluminated sign shall project more than six (6) inches, and no portion of a cabinet sign shall project more than twelve (12) inches from the face of the building or structure to which it is attached.

(4) Businesses in an integrated development shall comply with a uniform sign program approved by the director of development services.

(5) In addition to the above, businesses occupying the entire building area on a parcel with a street frontage of at least one hundred (100) feet on one (1) street may be permitted a free-standing monument sign subject to the following:

(A) Sign area per street frontage shall not exceed twenty (20) square feet per one hundred (100) lineal feet of the street frontage on which the sign is located, provided, however, that no one (1) sign shall exceed three hundred twenty (320) square feet.

(B) Maximum height of free-standing signs shall not exceed eight (8) feet above the public sidewalk.

(C) Signs shall reflect the architectural design of the building with which they are associated.

(D) No portion of any sign or supporting structure shall be located closer than five (5) feet to any property line, nor be located in such a manner as to constitute a hazard to pedestrian or vehicular traffic.

(E) No sign is permitted for frontages on local residential streets.

(F) All free-standing signs shall include the address of the business in numerals and/or letters at least six (6) inches high. Addresses shall not be obscured by landscaping or other obstructions.

(6) In addition to the above, one (1) center identification sign per street frontage is required for integrated developments of five (5) or more separate units, subject to the following:

(A) The sign area shall not exceed thirty (30) square feet per one hundred (100) lineal feet of street frontage on which the sign is located; provided, however, that the maximum sign area shall not exceed three hundred twenty (320) square feet per sign.

(B) No sign shall exceed the height of the building with which it is associated.

(C) Signs shall reflect the architectural design of the building with which they are associated.

(D) No portion of any sign or supporting structure shall be located closer than five (5) feet to any property line, nor be located in such a manner as to constitute a hazard to pedestrian or vehicular traffic.

(E) No sign is permitted for frontages on local residential streets.

(F) All free-standing signs shall include the address of the business in numerals and/or letters at least six (6) inches high. Addresses shall not be obscured by landscaping or other obstructions.

(7) Businesses not located in integrated developments of five (5) or more units and located on a parcel with at least one hundred (100) lineal feet of street frontage on one (1) arterial street shall be permitted one (1) free standing monument sign per center subject to the same requirements in subsection (5) of this section.

(8) Signs oriented to freeway traffic shall be permitted subject to the following limitations:

(A) For properties adjacent to a freeway or freeway ramp, businesses are permitted a wall sign facing the freeway subject to the limitations of subsection (3) of this section, or a freestanding sign subject to the following:

(i) Total sign area shall not exceed thirty (30) square feet per one hundred (100) lineal feet of freeway frontage, provided, however, that the maximum sign area shall not exceed three hundred (300) square feet.

(ii) No sign shall exceed twenty (20) feet in height above the freeway driving surface.

(9) Window signs, including signs painted on windows and banners, shall be permitted subject to the following:

(A) They shall be permitted only inside a window of the business to which such signs pertain;

(B) Total area occupied by such signs shall not exceed more than twenty-five (25) percent of the window area through which they are displayed;

(C) Signs shall be displayed in a neat and orderly manner; and shall not contain any words, symbols or pictures that may be offensive to the general public;

(D) Painted signs shall consist of lettering and/or random figures, the painting of solid areas shall be prohibited, except for seasonal holiday displays;

(10) Signs for service stations shall comply with the provisions of Section 23.90.210. (Ord. O-2018-07 § 1, 2018; Ord. 99-O-112 § 4, 1999; Ord. 96-O-102 § 1, 1996; Ord. 94-O-146 § 1, 1995; Ord. 94-O-137 § 1, 1994; Ord. 94-O-122 § 1, 1994; Ord. 88-O-119 § 2, 1988; Ord. 87-O-187 §§ 3, 4, 1987; Ord. 85-O-125, 1985)

23.90.190 Signs in the Santa Fe commercial district.

The following regulations shall apply to all signs and outdoor advertising structures in the "SF-C" district.

(1) No sign shall be permitted that does not pertain directly to an approved business conducted on the premises.

(2) All signs, except those provided for in Section 23.90.120, temporary signs, shall be permanent in nature and shall be consistent with and reflect the architectural design of the building with which they are associated.

(3) The total sign area permitted per building frontage shall not exceed one (1) square foot per lineal foot of the building frontage on which the sign is located, subject to the following:

(A) Building frontages may not be combined to permit a large sign on any one (1) building frontage.

(B) Signs shall be attached to the building or canopy, parallel to the building face. No portion of a channel letter or nonilluminated sign shall project more than six (6) inches, and no portion of a cabinet sign shall project more than twelve (12) inches from the face of the building or structure to which it is attached, except that on two-story buildings, a projecting sign may be substituted in place of the business identification sign permitted pursuant to subsection (4) of this section subject to the following:

(i) The total sign area permitted shall not exceed one (1) square foot per lineal foot of building frontage from which the sign projects.

(ii) Each face of a double-faced projecting sign may be one (1) square foot per lineal foot of building frontage.

(iii) A projecting sign shall maintain a minimum distance of twelve (12) inches between the building face and the sign.

(iv) A projecting sign shall not extend more than three (3) feet from the building face.

(v) An encroachment permit shall be required, where signs extend into the public right-of-way.

(4) Business identification signs shall consist of one (1) of the following:

(A) Sandblasted wood or equivalent synthetic material;

(B) Internally illuminated individual channel letters;

(C) Nonilluminated individual letters such as die cut metal, foam or channel letters;

(D) Canopy signs;

(E) Signs painted directly on buildings except for building frontages along Santa Fe and Bradford Avenues.

(5) Window signs, including signs painted on windows and banners, shall be permitted subject to the following:

(A) They shall be permitted only inside a window of the business to which such signs pertain;

(B) Total area occupied by said signs shall not exceed more than twenty-five (25) percent of the window area through which they are displayed;

(C) Signs shall be displayed in a neat and orderly manner and shall not contain any words, symbols or pictures that may be offensive to the general public;

(D) Painted signs shall consist of lettering and/or random figures, the painting of solid areas shall be prohibited, except for seasonal holiday displays. (Ord. O-2018-07 § 1, 2018; Ord. 99-O-112 § 5, 1999; Ord. 97-O-112 § 2, 1997; Ord. 94-O-147 § 1, 1995; Ord. 94-O-123 § 1, 1994; Ord. 89-O-103 § 1, 1989; Ord. 85-O-125, 1985)

23.90.210 Signs for service stations.

The following regulations shall apply to all signs and advertising structures for service stations, including mini-markets or similar associated uses:

(1) One (1) free-standing sign per street frontage may be permitted, subject to the following:

(A) Sign area shall not exceed twenty (20) square feet per one hundred (100) lineal feet of street frontage, plus twenty-four (24) square feet. Price signing shall be included within this sign area.

(B) Maximum height of the sign shall not exceed the height of the building or canopy with which it is associated.

(C) Signs shall reflect the architectural design of the building with which they are associated.

(D) Street frontages may not be combined to permit a larger sign on any frontage.

(E) All free-standing signs shall include the address of the business in numerals and/or letters at least six (6) inches high. Addresses shall not be obscured by landscaping or other obstructions.

(2) The total sign area of all wall signs per building frontage shall not exceed one (1) square foot per lineal foot of building frontage on which the sign is located.

(A) Building frontages may not be combined to permit a larger sign on any one (1) building frontage.

(B) Signs shall be attached to the building or canopy, parallel to the building face. No portion of a channel letter or nonilluminated sign shall project more than six (6) inches, and no portion of a cabinet sign shall project more than twelve (12) inches from the face of the building or structure to which it is attached.

(3) Window signs, including signs painted on windows and banners, shall be permitted subject to the following:

(A) They shall be permitted only inside a window of the business to which such signs pertain.

(B) Total area occupied by such signs shall not exceed more than twenty-five (25) percent of the window area through which they are displayed.

(C) Signs shall be displayed in a neat and orderly manner ~~and shall not contain any words, symbols or pictures that may be offensive to the general public.~~

(D) Painted signs shall consist of lettering and/or random figures, the painting of solid areas shall be prohibited, except for seasonal holiday displays.

(4) Temporary signs may be permitted subject to the provisions of Section 23.90.120, temporary signs.”

SECTION 2. CEQA. This Ordinance is exempt from the California Environmental Quality Act CEQA pursuant CEQA Section 15061(b)(3) in that the proposed Code Amendments are not expected to create a negative impact on the physical environment and it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

SECTION 3. Effective Date. This Ordinance shall take effect on the 31st day after adoption.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional.

SECTION 5. Certification. The City Clerk shall certify the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a publication of general circulation.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on the 19th day of April 2022.

PASSED, APPROVED AND ADOPTED this ____ day of May 2022.

Rhonda Shader, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Placentia, held on the 19th day of April 2022 and adopted at a regular meeting of the City Council of the City of Placentia, held on the ____ day of May 2022 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

RESOLUTION R-2022-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ESTABLISHING A TEMPORARY PLANNING PERMIT FEE WAIVER AND BUILDING PERMIT FEE WAIVER TO PROMOTE AND INCENTIVIZE NEW SIGNAGE AT BUSINESSES CITYWIDE AS PART OF THE PLACENTIA BUY LOCAL INCENTIVE PROGRAM

A. Recitals

WHEREAS, pursuant to the Mitigation Fee Act (Government Code section 66000 *et seq.*) the City of Placentia is authorized to adopt and implement fees, rates, and charges for municipal services; provided that such fees, rates, and charges do not exceed the estimated reasonable cost of providing such services; and

WHEREAS, the City of Placentia desires to implement a temporary fee waiver program to boost Economic Development citywide as part of the Placentia Buy Local Incentive Program; and

WHEREAS, the City of Placentia desires to waive certain Planning and Building permit fees as part of the Placentia Buy Local Incentive Program; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, the actions implemented through the adoption of this Resolution are statutorily exempt under the California Environmental Quality Act per Section 21080(b)(8) of the Public Resources Code.

B. Resolution

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

1. Recitals. The recitals in Part A., above, are correct.
2. Commercial Sign Program. This program will fully waive all planning and building fees, not to exceed \$1,000, per business location or per applicant for businesses updating their permanent signs, participating businesses must have a current business license.
3. Fee Waiver. This fee waiver program shall be valid for a 6-month timeframe commencing on May 1, 2022.
4. Delegated Authority. The City Administrator or designee is hereby delegated the authority to approve or deny each fee waiver request each request shall

comply with all signage provisions of the Placentia Municipal Code and shall further the goals of the Placentia Buy Local Incentive Program.

6. Severability. If any fee, rate, or charge adopted or increased by this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such fee, rate, or charge shall be deemed a separate, distinct, and independent provision of this Resolution, and such holding shall not affect the validity of the remaining fees, rates and charges adopted or revised herein. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one (1) or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

PASSED, ADOPTED AND APPROVED this 19th day of April 2022.

Rhonda Shader, Mayor

Attest:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 19th day of April 2022 by the following vote:

AYES:	Councilmembers:	Green, Smith, Wanke, Shader
NOES:	Councilmembers:	Yamaguchi
ABSENT:	Councilmembers:	None
ABSTAIN:	Councilmembers:	None

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

**City of Placentia
Check Register**

For 05/03/2022

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 1,173,626.99

Check Totals by ID

AP	1,173,626.99
EP	0.00
IP	0.00
OP	0.00

Void Total: 0.00

Check Total: 1,173,626.99

Fund Name

Check Totals by Fund

101-General Fund (0010)	381,291.64
117-Measure U Fund (0079)	376,566.83
205-State Gas Tax (0017)	9,142.92
208-Secssr Agency Ret Oblg (0054)	63.37
209-State Gas Tax - RMRA (0060)	33,000.00
210-Measure M (0018)	115,692.00
225-Asset Seizure (0021)	5,312.12
242-City Pub Sfty Impct Fee (0067)	268.00
248-TOD Strscape Impct Fee (0072)	2,157.76
265-Landscape Maintenance (0029)	6,901.09
270-CDBG Fund (0030)	22,025.00
275-Sewer Maintenance (0048)	198.48
401-City Capital Projects (0033)	8,717.25
501-Refuse Administration (0037)	1,869.60
601-Employee Health & Wifre (0039)	2,131.43
605-Risk Management (0040)	2,565.50
701-Special Deposits (0044)	205,724.00

Check Total: 1,173,626.99

**1.b.
May 3, 2022**

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

City of Placentia
Check Register
For 04/26/2022

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ALL CITY MANAGEMENT V000005	2/20-3/5 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP041522	3,346.20	75907	P12137	00110874	04/15/2022
MW OH	ALL CITY MANAGEMENT V000005	5/6-19 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP041522	3,718.00	76240	P12137	00110874	04/15/2022
					Check Total:	7,064.20			
MW OH	AMERICAN OFFICE V009212	TINY TOT FURNITURE	104071-6301 Special Department Expenses	AP041522	667.26	13504		00110875	04/15/2022
					Check Total:	667.26			
MW OH	ANTHEM LIFE INSURANCE V000046	APRIL LIFE INSURANCE PMT	395083-5163 Life Insurance Premiums	AP041522	5.00	APRIL 22		00110876	04/15/2022
					Check Total:	5.00			
MW OH	AT & T V008736	LATE FEE	109595-6215 Telephone/Internet	AP041522	9.99	APRIL 22		00110877	04/15/2022
MW OH	AT & T V008736	3/27-4/26 POWELL INTERNET	109595-6215 Telephone/Internet	AP041522	53.50	APRIL 22		00110877	04/15/2022
MW OH	AT & T V008736	11/27-12/26 POWELL INTERNET	109595-6215 Telephone/Internet	AP041522	52.79	DEC 21		00110877	04/15/2022
					Check Total:	116.28			
MW OH	AT&T V004144	MARCH-APRIL PHONE CHARGES	109595-6215 Telephone/Internet	AP041522	2,524.94	040122		00110878	04/15/2022
MW OH	AT&T V004144	MARCH-APRIL PHONE CHARGES	109595-6215 / 21009-6215 Telephone/Internet	AP041522	11.28	040122		00110878	04/15/2022
MW OH	AT&T V004144	MARCH-APRIL PHONE CHARGES	109595-6215 / 21008-6215 Telephone/Internet	AP041522	9.38	040122		00110878	04/15/2022
MW OH	AT&T V004144	MARCH-APRIL PHONE CHARGES	296561-6215 Telephone/Internet	AP041522	133.68	040122		00110878	04/15/2022
					Check Total:	2,679.28			
MW OH	BEV LI, SANGEETA V012204	BLDG PERMIT REFUND	0044-2037 County Sanitation Dist Fee	AP041522	2,884.78	B22-1274		00110879	04/15/2022

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MW OH	BEV LI, SANGEETA V012204	BLDG PERMIT REFUND	0044-2037 County Sanitation Dist Fee	AP041522	2,650.92	B22-1275		00110879	04/15/2022
				Check Total:	5,535.70				
MW OH	BOA ARCHITECTURE V010118	OLD CH CONSTRUCTION SUPPORT	795101-6185 Construction Services	AP041522	990.00	20-2905-4	P12190	00110880	04/15/2022
				Check Total:	990.00				
MW OH	BRENNAN ESTIMATING V011259	APRIL ALARM MONITORING	103654-6127 Alarm Monitoring	AP041522	360.00	7953	P12119	00110881	04/15/2022
				Check Total:	360.00				
MW OH	CALIFORNIA DEPARTMENT V011462	JAN-DEC 21 STORAGE TANK FEES	103654-6257 Licenses & Permits	AP041522	1,132.10	L0014304289		00110882	04/15/2022
MW OH	CALIFORNIA DEPARTMENT V011462	PENALTY - STORAGE TANK FEES	103654-6257 Licenses & Permits	AP041522	113.21	L0014304289		00110882	04/15/2022
				Check Total:	1,245.31				
MW OH	CALIFORNIA HAZARDOUS V007554	FUEL FILTERING/TANK CLEANING	103658-6285 Hazardous Materials Disposal	AP041522	1,595.00	68713	P12370	00110883	04/15/2022
				Check Total:	1,595.00				
MW OH	CITY OF PLACENTIA V000773	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP041522	52.17	040622		00110884	04/15/2022
MW OH	CITY OF PLACENTIA V000773	PRISONER MEALS	103041-6301 Special Department Expenses	AP041522	61.00	040622		00110884	04/15/2022
MW OH	CITY OF PLACENTIA V000773	PD TRAINING MEALS, MILEAGE	103042-6250 Staff Training	AP041522	23.80	040622		00110884	04/15/2022
MW OH	CITY OF PLACENTIA V000773	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP041522	31.25	040622		00110884	04/15/2022
MW OH	CITY OF PLACENTIA V000773	PD TRAINING MILEAGE	103043-6250 Staff Training	AP041522	3.70	040622		00110884	04/15/2022
				Check Total:	171.92				
MW OH	CLEAR CHOICE LIEN SALES	FEB LIEN SERVICES	103047-6182	AP041522	50.00	131 2/22/22		00110885	04/15/2022

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	V005847		Lien Services						
MW OH	CLEAR CHOICE LIEN SALES FEB LIEN SERVICES V005847		103047-6182 Lien Services	AP041522	50.00	136 2/9/22		00110885	04/15/2022
MW OH	CLEAR CHOICE LIEN SALES FEB LIEN SERVICES V005847		103047-6182 Lien Services	AP041522	50.00	138 2/10/22		00110885	04/15/2022
MW OH	CLEAR CHOICE LIEN SALES FEB LIEN SERVICES V005847		103047-6182 Lien Services	AP041522	75.00	147 2/24/22		00110885	04/15/2022
MW OH	CLEAR CHOICE LIEN SALES FEB LIEN SERVICES V005847		103047-6182 Lien Services	AP041522	135.00	3844 2/4/22		00110885	04/15/2022
MW OH	CLEAR CHOICE LIEN SALES FEB LIEN SERVICES V005847		103047-6182 Lien Services	AP041522	45.00	3845 2/11/22		00110885	04/15/2022
MW OH	CLEAR CHOICE LIEN SALES FEB LIEN SERVICES V005847		103047-6182 Lien Services	AP041522	15.00	6520 2/2/22		00110885	04/15/2022
				Check Total:	420.00				
MW OH	COMMERCIAL AQUATIC V005203	MARCH FOUNTAIN MAINT - LIBRARY	103654-6290 / 21008-6290 Dept. Contract Services	AP041522	249.60	I22-2590	P12112	00110886	04/15/2022
MW OH	COMMERCIAL AQUATIC V005203	MARCH FOUNTAIN MAINT	103654-6290 Dept. Contract Services	AP041522	350.40	I22-2590	P12112	00110886	04/15/2022
MW OH	COMMERCIAL AQUATIC V005203	MARCH GOMEZ POOL MAINT	103654-6290 Dept. Contract Services	AP041522	1,100.00	I22-2592	P12112	00110886	04/15/2022
MW OH	COMMERCIAL AQUATIC V005203	MARCH WHITTEN POOL MAINT	103654-6290 Dept. Contract Services	AP041522	1,100.00	I22-2610	P12112	00110886	04/15/2022
				Check Total:	2,800.00				
MW OH	CPR IT WORKS LLC V011938	CPR,AED, FIRST AID TRAINING	101514-6301 Special Department Expenses	AP041522	5,116.50	846	P12390	00110887	04/15/2022
				Check Total:	5,116.50				
MW OH	CRON & ASSOC V001603	3/20 TRANSCRIPTION SVS	103042-6290 Dept. Contract Services	AP041522	315.00	6295		00110888	04/15/2022
				Check Total:	315.00				

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MW OH	DURAN, SYDNEY V012206	DEPOSIT REFUND	100000-4385 Facility Rental	AP041522	150.00	2003025.002		00110889	04/15/2022
					Check Total:	150.00			
MW OH	ENTENMANN-ROVIN CO V000342	PD BADGES	103040-6299 Other Purchased Services	AP041522	319.52	0164882-IN		00110890	04/15/2022
					Check Total:	319.52			
MW OH	FACTORY MOTOR PARTS V010842	FUEL & OIL FILTERS	103658-6134 Vehicle Repair & Maintenance	AP041522	33.07	102-158159	P12385	00110891	04/15/2022
MW OH	FACTORY MOTOR PARTS V010842	CREDIT	103658-6134 Vehicle Repair & Maintenance	AP041522	-757.73	102-158304	P12385	00110891	04/15/2022
MW OH	FACTORY MOTOR PARTS V010842	OIL FILTERS	103658-6134 Vehicle Repair & Maintenance	AP041522	11.70	102-158310	P12385	00110891	04/15/2022
MW OH	FACTORY MOTOR PARTS V010842	SWITCH	103658-6134 Vehicle Repair & Maintenance	AP041522	26.89	102-158385	P12385	00110891	04/15/2022
MW OH	FACTORY MOTOR PARTS V010842	OIL SEAL, BEARINGS	103658-6134 Vehicle Repair & Maintenance	AP041522	121.12	102-158580	P12385	00110891	04/15/2022
MW OH	FACTORY MOTOR PARTS V010842	OIL & AIR FILTERS	103658-6134 Vehicle Repair & Maintenance	AP041522	23.28	102-158668	P12385	00110891	04/15/2022
MW OH	FACTORY MOTOR PARTS V010842	BRAKE PADS	103658-6134 Vehicle Repair & Maintenance	AP041522	78.70	12-4502240	P12385	00110891	04/15/2022
MW OH	FACTORY MOTOR PARTS V010842	FUEL MODULE, VALVE	103658-6134 Vehicle Repair & Maintenance	AP041522	472.27	12-4502619	P12385	00110891	04/15/2022
MW OH	FACTORY MOTOR PARTS V010842	SPARKPLUGS	103658-6134 Vehicle Repair & Maintenance	AP041522	86.72	12-4506437	P12385	00110891	04/15/2022
MW OH	FACTORY MOTOR PARTS V010842	ALTERNATOR	103658-6134 Vehicle Repair & Maintenance	AP041522	178.52	12-4509739	P12385	00110891	04/15/2022
MW OH	FACTORY MOTOR PARTS V010842	DRUM OF MOTOR OIL	103658-6134 Vehicle Repair & Maintenance	AP041522	672.90	12-4511818	P12385	00110891	04/15/2022
					Check Total:	947.44			
MW OH	FAIRWAY FORD	THROTTLE KIT	103658-6134	AP041522	511.83	269261	P12239	00110892	04/15/2022

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	V000376		Vehicle Repair & Maintenance						
MW OH	FAIRWAY FORD V000376	FUEL PIPE	103658-6134 Vehicle Repair & Maintenance	AP041522	188.39	269328	P12239	00110892	04/15/2022
				Check Total:	700.22				
MW OH	FAST SIGNS OF BREA & V011616	CITY FLEET DECALS	103658-6301 Special Department Expenses	AP041522	374.54	261-14027		00110893	04/15/2022
				Check Total:	374.54				
MW OH	FEDEX V000394	SHIPPING CHARGES	103040-6325 Postage	AP041522	32.79	7-710-87695		00110894	04/15/2022
				Check Total:	32.79				
MW OH	GALLS LLC V000438	SWAT UNIFORMS	103041-6360 Uniforms	AP041522	179.36	020769049		00110895	04/15/2022
				Check Total:	179.36				
MW OH	GOLDEN STATE WATER V000928	FEB-APRIL WATER CHARGES	109595-6335 Water	AP041522	4,886.56	040422		00110896	04/15/2022
MW OH	GOLDEN STATE WATER V000928	FEB-APRIL WATER CHARGES	296561-6335 Water	AP041522	559.13	040422		00110896	04/15/2022
				Check Total:	5,445.69				
MW OH	HALO CONFIDENTIAL V011712	MARCH PD BACKGROUND CHECKS	103040-6290 Dept. Contract Services	AP041522	1,515.00	0188	P12314	00110897	04/15/2022
MW OH	HALO CONFIDENTIAL V011712	MARCH PD TRAINING MGMT	103040-6290 Dept. Contract Services	AP041522	2,025.00	0189T	P12314	00110897	04/15/2022
				Check Total:	3,540.00				
MW OH	HERNANDEZ, JORGE V012213	KOCH PARK OPENING FOOD TRUCK	109595-6999 Other Expenditure	AP041522	1,000.00	101		00110898	04/15/2022
				Check Total:	1,000.00				
MW OH	HOYT ROOFS INC V003476	ROOFING BOND REUFND	0044-2033 Construction & Demo Deposit	AP041522	100.00	30-21-082		00110899	04/15/2022
				Check Total:	100.00				

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MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 4/2 PD 4/8	0010-2170 Deferred Comp Payable - ICMA	AP041522	2,985.75	PR2201007		00110900	04/15/2022
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 4/2 PD 4/8	0029-2170 Deferred Comp Payable - ICMA	AP041522	10.00	PR2201007		00110900	04/15/2022
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 4/2 PD 4/8	0037-2170 Deferred Comp Payable - ICMA	AP041522	75.00	PR2201007		00110900	04/15/2022
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 4/2 PD 4/8	0054-2170 Deferred Comp Payable - ICMA	AP041522	8.00	PR2201007		00110900	04/15/2022
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 4/2 PD 4/8	0048-2170 Deferred Comp Payable - ICMA	AP041522	50.00	PR2201007		00110900	04/15/2022
MW OH	ICMA RETIREMENT TRUST V010029	ICMA-401 P/E 4/2 PD 4/8	0010-2170 Deferred Comp Payable - ICMA	AP041522	6,820.50	PR2201007A		00110900	04/15/2022
Check Total:					9,949.25				
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 4/2 PD 4/8	0010-2131 Employer PARS/ARS Payable	AP041522	846.61	PR2201007		00110901	04/15/2022
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 4/2 PD 4/8	0054-2131 Employer PARS/ARS Payable	AP041522	4.37	PR2201007		00110901	04/15/2022
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 4/2 PD 4/8	0054-2131 Employer PARS/ARS Payable	AP041522	51.00	PR2201007		00110901	04/15/2022
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 4/2 PD 4/8	0048-2131 Employer PARS/ARS Payable	AP041522	51.00	PR2201007		00110901	04/15/2022
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 4/2 PD 4/8	0010-2131 Employer PARS/ARS Payable	AP041522	748.33	PR2201007		00110901	04/15/2022
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 4/2 PD 4/8	0048-2131 Employer PARS/ARS Payable	AP041522	97.48	PR2201007		00110901	04/15/2022
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 4/2 PD 4/8	0010-2131 Employer PARS/ARS Payable	AP041522	620.27	PR2201007		00110901	04/15/2022
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 4/2 PD 4/8	0037-2131 Employer PARS/ARS Payable	AP041522	71.40	PR2201007		00110901	04/15/2022
MW OH	JOHN HANCOCK USA-PARS	PARS P/E 4/2 PD 4/8	0037-2131	AP041522	203.06	PR2201007		00110901	04/15/2022

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	V010625		Employer PARS/ARS Payable						
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 4/2 PD 4/8	0029-2131 Employer PARS/ARS Payable	AP041522	16.97	PR2201007		00110901	04/15/2022
				Check Total:	2,710.49				
MW OH	JV PLUMBING V011345	4/4 PLUMBING SERVICES	103654-6130 Repair & Maint/Facilities	AP041522	220.00	2870		00110902	04/15/2022
				Check Total:	220.00				
MW OH	KOA HILLS CONSULTING LLC V011519	15 HR BI-TECH CONSULTING SVS	101512-6099 Professional Services	AP041522	175.00	8915	P12280	00110903	04/15/2022
				Check Total:	175.00				
MW OH	KOLB, CIMINO V011873	FD TRAINING REIMBURSEMENT	103066-6250 Staff Training	AP041522	143.43	040522		00110904	04/15/2022
				Check Total:	143.43				
MW OH	LEADSONLINE LLC V012207	INVESTIGATIVE SOFTWARE	103042-6290 Dept. Contract Services	AP041522	1,708.00	326172		00110905	04/15/2022
				Check Total:	1,708.00				
MW OH	LEHR AUTO V009930	OUTFIT DETECTIVE ALTIMA	213041-6840 Machinery & Equipment	AP041522	4,562.03	SI72436	P12312	00110906	04/15/2022
				Check Total:	4,562.03				
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP041522	208.68	INV575828	P12335	00110907	04/15/2022
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103042-6360 Uniforms	AP041522	265.05	INV577354	P12335	00110907	04/15/2022
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP041522	19.55	INV577458	P12335	00110907	04/15/2022
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP041522	72.94	INV577487	P12335	00110907	04/15/2022
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP041522	19.55	INV582178	P12335	00110907	04/15/2022

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MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP041522	340.57	INV582291	P12335	00110907	04/15/2022
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP041522	148.77	INV582828	P12335	00110907	04/15/2022
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP041522	223.00	INV583277	P12335	00110907	04/15/2022
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP041522	841.46	INV583287	P12335	00110907	04/15/2022
					Check Total:	2,139.57			
MW OH	LONG BEACH BMW V011294	PD MOTORCYCLE REPAIRS	103658-6134 Vehicle Repair & Maintenance	AP041522	311.12	42940		00110908	04/15/2022
					Check Total:	311.12			
MW OH	LYNCH EMS V011542	APRIL PARAMEDIC SVS	101516-6290 Dept. Contract Services	AP041522	83,687.50	22-6727	P12171	00110909	04/15/2022
					Check Total:	83,687.50			
MW OH	MARIPOSA LANDSCAPES INC V000647	MARCH LANDSCAPE MAINT	103655-6115 Landscaping	AP041522	4,174.90	97116	P12124	00110910	04/15/2022
MW OH	MARIPOSA LANDSCAPES INC V000647	MARCH LANDSCAPE MAINT	173555-6115 Landscaping	AP041522	9,142.92	97116	P12124	00110910	04/15/2022
MW OH	MARIPOSA LANDSCAPES INC V000647	MARCH LANDSCAPE MAINT	103655-6115 / 21008-6115 Landscaping	AP041522	1,655.06	97116	P12124	00110910	04/15/2022
MW OH	MARIPOSA LANDSCAPES INC V000647	MARCH LANDSCAPE MAINT - LMD	296561-6115 Landscaping	AP041522	6,040.62	97116	P12124	00110910	04/15/2022
					Check Total:	21,013.50			
MW OH	MARTIN, ARMANDO V011735	MARCH ANIMAL REMOVAL SVS	103045-6280 Animal Control Services	AP041522	600.00	001364	P12278	00110911	04/15/2022
					Check Total:	600.00			
MW OH	MARTINEZ, JOHN V010060	IAFCI MEMBERSHIP	103042-6255 Dues & Memberships	AP041522	70.00	JM040622		00110912	04/15/2022

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				Check Total:	70.00				
MW OH	MCKENZIE, TOM V006560	ICMA LOAN PMT REFUND	0010-2170 Deferred Comp Payable - ICMA	AP041522	108.52	PR2201005A		00110913	04/15/2022
				Check Total:	108.52				
MW OH	MIKE RAAHAUGES V010677	3/30 SWAT RANGE FEES	103041-6160 Facility Rental	AP041522	88.00	1683		00110914	04/15/2022
				Check Total:	88.00				
MW OH	NAPA AUTO PARTS V011456	OIL FILTERS	103658-6134 Vehicle Repair & Maintenance	AP041522	65.62	065090		00110915	04/15/2022
				Check Total:	65.62				
MW OH	NICKEY PETROLEUM V000696	GASOLINE	103658-6345 Gasoline & Diesel Fuel	AP041522	31,204.85	361229	P12110	00110916	04/15/2022
MW OH	NICKEY PETROLEUM V000696	GASOLINE	103658-6345 Gasoline & Diesel Fuel	AP041522	6,414.68	361229	P12110	00110916	04/15/2022
				Check Total:	37,619.53				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP041522	218.97	69104		00110917	04/15/2022
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP041522	220.95	69136		00110917	04/15/2022
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP041522	249.74	69169		00110917	04/15/2022
				Check Total:	689.66				
MW OH	ORANGE COUNTY V011002	FEB FACILITIES CAPACITY FEES	0044-2037 County Sanitation Dist Fee	AP041522	89,600.00	040722		00110918	04/15/2022
MW OH	ORANGE COUNTY V011002	FEB FACILITIES CAPACITY FEES	100000-4364 Sanitation Collect Fees	AP041522	-4,480.00	040722		00110918	04/15/2022
				Check Total:	85,120.00				
MW OH	ORANGE COUNTY V007306	Q3 ANIMAL SHELTER	103045-6130 Repair & Maint/Facilities	AP041522	15,612.53	AC2290060	P12258	00110919	04/15/2022

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				Check Total:	15,612.53				
MW OH	OROPEZA, ARLENE V007803	DEPOSIT REFUND	100000-4385 Facility Rental	AP041522	150.00	2003026.002		00110920	04/15/2022
				Check Total:	150.00				
MW OH	PLACENTIA LIBRARY V012214	2022 AUTHOR'S LUNCHEON REG	103040-6245 Meetings & Conferences	AP041522	180.00	AL2203		00110921	04/15/2022
MW OH	PLACENTIA LIBRARY V012214	2022 AUTHOR'S LUNCHEON REG	103065-6245 Meetings & Conferences	AP041522	180.00	AL2203		00110921	04/15/2022
				Check Total:	360.00				
MW OH	POWERSTRIDE BATTERY COBATTERY V000785		103658-6134 Vehicle Repair & Maintenance	AP041522	125.37	C 68032		00110922	04/15/2022
				Check Total:	125.37				
MW OH	PRUDENTIAL OVERALL V000836	12/8 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP041522	152.88	62664342	P12167	00110923	04/15/2022
MW OH	PRUDENTIAL OVERALL V000836	3/30 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP041522	152.88	62695654	P12167	00110923	04/15/2022
MW OH	PRUDENTIAL OVERALL V000836	4/6 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP041522	152.88	62697588	P12167	00110923	04/15/2022
				Check Total:	458.64				
MW OH	RJ NOBLE COMPANY V006779	DEC-JAN ROAD REHAB	181101-6185 Construction Services	AP041522	115,692.00	4.R1	P12355	00110924	04/15/2022
MW OH	RJ NOBLE COMPANY V006779	DEC-JAN ROAD REHAB SVS	103551-4399 Other Charges for Service	AP041522	5,250.00	4.R1	P12355	00110924	04/15/2022
MW OH	RJ NOBLE COMPANY V006779	DEC-JAN ROAD REHAB SVS	791101-6740 Infrastructure - Streets	AP041522	375,576.83	4.R1	P12355	00110924	04/15/2022
MW OH	RJ NOBLE COMPANY V006779	DEC-JAN ROAD REHAB SVS	601101-6185 Construction Services	AP041522	33,000.00	4.R1	P12355	00110924	04/15/2022
				Check Total:	529,518.83				
MW OH	RWG LAW	FEB REDISTRICTING CENSUS	101005-6006	AP041522	9,690.59	236285		00110925	04/15/2022

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	V010776		Litigation						
				Check Total:	9,690.59				
MW OH	SAIKI, BRIAN J V012205	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP041522	100.00	30-22-029		00110926	04/15/2022
				Check Total:	100.00				
MW OH	SECO ELECTRIC & LIGHTING V010182	MDW 101W SWITCH	103654-6130 Repair & Maint/Facilities	AP041522	311.00	6924		00110927	04/15/2022
MW OH	SECO ELECTRIC & LIGHTING V010182	400W CAPACITOR & LAMPS	103654-6130 Repair & Maint/Facilities	AP041522	116.04	7152		00110927	04/15/2022
				Check Total:	427.04				
MW OH	SHADER, RHONDA V010255	ACC-OC AIRPORT PARKING, UBER	101001-6245 Meetings & Conferences	AP041522	67.22	040522		00110928	04/15/2022
				Check Total:	67.22				
MW OH	SHRED-IT USA V000905	MARCH DOC SHRED SVS	374386-6299 Other Purchased Services	AP041522	306.20	8001333448		00110929	04/15/2022
				Check Total:	306.20				
MW OH	SITEONE LANDSCAPE V011004	MARATHON SOD & FLOWERS	103655-6301 Special Department Expenses	AP041522	659.43	117133376-001		00110930	04/15/2022
MW OH	SITEONE LANDSCAPE V011004	MARATHON SOD	103655-6301 Special Department Expenses	AP041522	840.45	117184665-001		00110930	04/15/2022
				Check Total:	1,499.88				
MW OH	SO CAL GAS V000909	MARCH-APRIL GAS CHARGES	109595-6340 Natural Gas	AP041522	200.87	040722		00110931	04/15/2022
				Check Total:	200.87				
MW OH	SOUND PRODUCTIONS V010132	OUTDOOR SPEAKERS	721204-6740 Infrastructure - Streets	AP041522	2,157.76	0220137-IN	P12329	00110932	04/15/2022
				Check Total:	2,157.76				
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MARCH ELECTRICAL CHARGES	109595-6330 Electricity	AP041522	20,129.09	040422		00110933	04/15/2022

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MW OH	SOUTHERN CALIFORNIA V000910	FEB-MARCH ELECTRICAL CHARGES	109595-6330 / 21009-6330 Electricity	AP041522	70.32	040422		00110933	04/15/2022
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MARCH ELECTRICAL CHARGES	109595-6330 / 21010-6330 Electricity	AP041522	0.15	040422		00110933	04/15/2022
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MARCH ELECTRICAL CHARGES	296561-6330 Electricity	AP041522	140.69	040422		00110933	04/15/2022
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MARCH ELECTRICAL CHARGES	109595-6330 / 21012-6330 Electricity	AP041522	19.75	040422		00110933	04/15/2022
Check Total:					20,360.00				
MW OH	SOUTHERN CALIFORNIA V009955	FEB LEGAL ADVERTISING	101002-6225 Advertising/Promotional	AP041522	2,469.76	0000536995		00110934	04/15/2022
MW OH	SOUTHERN CALIFORNIA V009955	FEB LEGAL ADVERTISING	675105-6185 Construction Services	AP041522	268.00	0000536995		00110934	04/15/2022
MW OH	SOUTHERN CALIFORNIA V009955	FEB LEGAL ADVERTISING	102534-6225 Advertising/Promotional	AP041522	312.00	0000536995		00110934	04/15/2022
Check Total:					3,049.76				
MW OH	SPARKLETTS V000967	MARCH SR CENTER COFFEE,WATER	109595-6301 Special Department Expenses	AP041522	97.75	14974536030222P12265		00110935	04/15/2022
Check Total:					97.75				
MW OH	TANGO TANGO INC V011054	RADIO CHANNEL INTEGRATION	103042-6290 Dept. Contract Services	AP041522	645.00	1033		00110936	04/15/2022
Check Total:					645.00				
MW OH	TEAM ONE MANAGEMENT V010070	MARCH PARKS JANITORIAL SVS	103655-6290 Dept. Contract Services	AP041522	5,931.25	71	P12264	00110937	04/15/2022
Check Total:					5,931.25				
MW OH	THOMSON REUTERS - WEST V009649	MARCH PD SOFTWARE SVS	103042-6290 Dept. Contract Services	AP041522	367.20	846124205		00110938	04/15/2022
Check Total:					367.20				
MW OH	TRANSTECH ENGINEERS INC	JULY ON-CALL PLAN CHECK SVS	103551-6290	AP041522	3,000.00	20212717	P12289	00110939	04/15/2022

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	V011220		Dept. Contract Services						
MW OH	TRANSTECH ENGINEERS INC	OCT ON-CALL PLAN CHECK SVS	103551-6290	AP041522	7,062.00	20213623	P12289	00110939	04/15/2022
	V011220		Dept. Contract Services						
MW OH	TRANSTECH ENGINEERS INC	SEPT ON-CALL PLAN CHECK SVS	103551-6290	AP041522	1,783.50	20213624	P12289	00110939	04/15/2022
	V011220		Dept. Contract Services						
				Check Total:	11,845.50				
MW OH	TRANSUNION RISK & V009317	MARCH PD DATABASE	103042-6290	AP041522	184.60	49451-202203-1		00110940	04/15/2022
			Dept. Contract Services						
				Check Total:	184.60				
MW OH	TRILLIUM CNG (1720) V007952	MARCH CNG FUEL CHARGES	103658-6345	AP041522	73.81	22530706		00110941	04/15/2022
			Gasoline & Diesel Fuel						
				Check Total:	73.81				
MW OH	TURBO DATA SYSTEMS INC	MARCH PARKING CITATION SVS	103047-6290	AP041522	2,614.48	37203	P12173	00110942	04/15/2022
	V001238		Dept. Contract Services						
				Check Total:	2,614.48				
MW OH	UNIQUE PRINTING V010259	PD UNIFORM EMBROIDERY SVS	103042-6360	AP041522	55.69	43767		00110943	04/15/2022
			Uniforms						
MW OH	UNIQUE PRINTING V010259	PD UNIFORM EMBROIDERY SVS	103043-6360	AP041522	85.69	43767		00110943	04/15/2022
			Uniforms						
				Check Total:	141.38				
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 4/2 PD 4/8	0010-2126	AP041522	1,213.94	PR2201007		00110944	04/15/2022
			Employee PARS/ARS W/H						
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 4/2 PD 4/8	0037-2131	AP041522	1,213.94	PR2201007		00110944	04/15/2022
			Employer PARS/ARS Payable						
				Check Total:	2,427.88				
MW OH	WATERLOGIC AMERICAS LLC	MARCH PD WATER CHARGES	103041-6301	AP041522	60.09	1323934		00110945	04/15/2022
	V010708		Special Department Expenses						
				Check Total:	60.09				
MW OH	WEST COAST LIGHTS & SIRENS	REINSTALL PD VEHICLE CAGES	213041-6137	AP041522	718.84	22415		00110946	04/15/2022

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	V006106		Repair Maint/Equipment						
				Check Total:	718.84				
MW OH	WEST HILLS ONE V012209	FEB TOT OVER PAYMENT	100000-4096 Transient Occupancy Tax	AP041522	30,000.00	FEBRUARY 22		00110947	04/15/2022
				Check Total:	30,000.00				
MW OH	AFTERMATH SERVICES LLC V009949	3/27 HAZMAT CLEANING SVS	103043-6099 Professional Services	AP042222	400.00	JC2022-7373		00110948	04/22/2022
				Check Total:	400.00				
MW OH	ALLIANCE BUSINESS V011660	APRIL FD INTERNET FIBER	109595-6215 Telephone/Internet	AP042222	1,338.45	1555984		00110949	04/22/2022
				Check Total:	1,338.45				
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SERVICES	103047-6181 Towing Services	AP042222	101.75	22-0101-11123	P12351	00110950	04/22/2022
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SERVICES	103047-6181 Towing Services	AP042222	185.00	22-0112-11361	P12351	00110950	04/22/2022
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SERVICES	103047-6181 Towing Services	AP042222	185.00	22-0113-11387	P12351	00110950	04/22/2022
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SERVICES	103047-6181 Towing Services	AP042222	185.00	22-0118-11501	P12351	00110950	04/22/2022
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SERVICES	103047-6181 Towing Services	AP042222	185.00	22-0121-11601	P12351	00110950	04/22/2022
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SERVICES	103047-6181 Towing Services	AP042222	101.75	22-0121-11607	P12351	00110950	04/22/2022
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SERVICES	103047-6181 Towing Services	AP042222	185.00	22-0125-11705	P12351	00110950	04/22/2022
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SERVICES	103047-6181 Towing Services	AP042222	185.00	22-0127-11775	P12351	00110950	04/22/2022
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SERVICES	103047-6181 Towing Services	AP042222	185.00	22-0128-11827	P12351	00110950	04/22/2022

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MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SERVICES	103047-6181 Towing Services	AP042222	185.00	22-0131-11854	P12351	00110950	04/22/2022
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP042222	185.00	22-0202-11937	P12351	00110950	04/22/2022
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP042222	185.00	22-0202-11944	P12351	00110950	04/22/2022
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP042222	101.75	22-0204-12008	P12351	00110950	04/22/2022
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP042222	185.00	22-0209-12137	P12351	00110950	04/22/2022
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP042222	101.75	22-0210-12178	P12351	00110950	04/22/2022
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP042222	185.00	22-0211-12211	P12351	00110950	04/22/2022
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP042222	101.75	22-0213-12268	P12351	00110950	04/22/2022
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP042222	101.75	22-0215-12320	P12351	00110950	04/22/2022
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP042222	185.00	22-0217-12383	P12351	00110950	04/22/2022
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP042222	185.00	22-0218-12413	P12351	00110950	04/22/2022
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP042222	101.75	22-0219-12451	P12351	00110950	04/22/2022
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP042222	101.75	22-0219-12462	P12351	00110950	04/22/2022
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP042222	185.00	22-0220-12473	P12351	00110950	04/22/2022
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP042222	101.75	22-0222-12521	P12351	00110950	04/22/2022

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MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP042222	185.00	22-0224-12620	P12351	00110950	04/22/2022
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP042222	185.00	22-0226-12659	P12351	00110950	04/22/2022
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP042222	101.75	22-0228-12716	P12351	00110950	04/22/2022
Check Total:					4,162.50				
MW OH	ASSI SECURITY INC V011251	SURVEILLANCE CAMERA REPAIRS	101523-6301 Special Department Expenses	AP042222	150.00	SD16997		00110951	04/22/2022
Check Total:					150.00				
MW OH	AT & T V008736	4/2-5/1 FD1 INTERNET SVS	109595-6215 Telephone/Internet	AP042222	53.50	FD STA1 APR		00110952	04/22/2022
MW OH	AT & T V008736	4/1-30 PD INTERNET SVS	109595-6215 Telephone/Internet	AP042222	42.80	PD APRIL 22		00110952	04/22/2022
Check Total:					96.30				
MW OH	AT&T V007715	4/2-5/1 FD1 PHONE LINES	109595-6215 Telephone/Internet	AP042222	226.97	FD STA1 APR		00110953	04/22/2022
MW OH	AT&T V007715	4/2-5/1 FD2 PHONE LINES	109595-6215 Telephone/Internet	AP042222	226.97	FD STA2 APR		00110953	04/22/2022
Check Total:					453.94				
MW OH	BADGE FRAME INC V010144	FLAG BOX NAME PLAQUE	103040-6301 Special Department Expenses	AP042222	183.18	39071		00110954	04/22/2022
Check Total:					183.18				
MW OH	BEAR ELECTRICAL V010997	FEB ROUTINE TS MAINT SVS	103590-6099 / 21009-6099 Professional Services	AP042222	219.38	15240	P12251	00110955	04/22/2022
MW OH	BEAR ELECTRICAL V010997	FEB ROUTINE TS MAINT SVS	103590-6099 Professional Services	AP042222	2,745.97	15240	P12251	00110955	04/22/2022
MW OH	BEAR ELECTRICAL V010997	FEB ROUTINE TS MAINT SVS	103590-6099 / 21012-6099 Professional Services	AP042222	16.65	15240	P12251	00110955	04/22/2022

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MW OH	BEAR ELECTRICAL V010997	FEB ROUTINE TS MAINT SVS	103590-6099 / 21010-6099 Professional Services	AP042222	108.00	15240	P12251	00110955	04/22/2022
MW OH	BEAR ELECTRICAL V010997	FEB ROUTINE TS MAINT SVS	103590-6099 / 21011-6099 Professional Services	AP042222	75.00	15240	P12251	00110955	04/22/2022
					Check Total:	3,165.00			
MW OH	BEE MAN, THE V000117	3/29 BEE REMOVAL SVS	103655-6130 Repair & Maint/Facilities	AP042222	180.00	117427		00110956	04/22/2022
					Check Total:	180.00			
MW OH	BORDIN SEMMER LLP V012114	MARCH LITIGATION SVS	101005-6006 Litigation	AP042222	5,445.00	6		00110957	04/22/2022
					Check Total:	5,445.00			
MW OH	CALIFORNIA DENTAL V008102	MAY DENTAL INSURANCE PMT	395000-4720 ISF Dental Ins Reimbursement	AP042222	816.95	MAY 22		00110958	04/22/2022
MW OH	CALIFORNIA DENTAL V008102	MAY DENTAL INSURANCE PMT	395083-5162 Dental Insurance Premiums	AP042222	126.33	MAY 22		00110958	04/22/2022
					Check Total:	943.28			
MW OH	CALIFORNIA FORENSIC V000232	MARCH PD BLOOD DRAWS	103040-6055 Medical Services	AP042222	928.00	1921	P12138	00110959	04/22/2022
					Check Total:	928.00			
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Expenses	AP042222	395.61	73249406	P12270	00110960	04/22/2022
					Check Total:	395.61			
MW OH	CARL WARREN & CO V008011	MARCH LIABILITY MGMT SVS	404582-6025 Third Party Administration	AP042222	1,661.00	CWC-2020896		00110961	04/22/2022
					Check Total:	1,661.00			
MW OH	CITY OF ANAHEIM V000021	4/20 INVESTIGATION ASSISTANCE	103041-6099 Professional Services	AP042222	2,041.85	PD004882		00110962	04/22/2022
					Check Total:	2,041.85			
MW OH	CITY OF BREA	FD BUSINESS CARDS	103065-6315	AP042222	108.77	ASR0000064		00110963	04/22/2022

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	V000125		Office Supplies						
MW OH	CITY OF BREA V000125	HR BUSINESS CARDS	101512-6315 Office Supplies	AP042222	23.14	ASR0000066		00110963	04/22/2022
Check Total:					131.91				
MW OH	CLEARSOURCE FINANCIAL V012111	FEE & RATE STUDY SVS	102020-6099 Professional Services	AP042222	10,200.00	UFC0322-459	P12301	00110964	04/22/2022
Check Total:					10,200.00				
MW OH	COAST EMS LLC V011441	MEDICAL SUPPLIES	103066-6362 Emergency Medical Supplies	AP042222	695.67	10673		00110965	04/22/2022
MW OH	COAST EMS LLC V011441	MEDICAL SUPPLIES	103066-6362 Emergency Medical Supplies	AP042222	300.41	10674		00110965	04/22/2022
Check Total:					996.08				
MW OH	COLANTUONO HIGHSMITH & V009754	MARCH UUT SHARED LITIGATION	101005-6006 Litigation	AP042222	399.39	51388		00110966	04/22/2022
Check Total:					399.39				
MW OH	COMLOCK V003166	PADLOCKS & KEYS	103654-6301 Special Department Expenses	AP042222	137.09	836809		00110967	04/22/2022
MW OH	COMLOCK V003166	KEYS	103654-6301 Special Department Expenses	AP042222	65.72	836827		00110967	04/22/2022
MW OH	COMLOCK V003166	PADLOCKS & KEYS	103654-6301 Special Department Expenses	AP042222	154.00	836942		00110967	04/22/2022
MW OH	COMLOCK V003166	KEYS	103654-6301 Special Department Expenses	AP042222	26.29	837017		00110967	04/22/2022
Check Total:					383.10				
MW OH	COUNTY OF ORANGE V008881	APRIL CLETS SERVICES	103043-6099 Professional Services	AP042222	1,104.51	SH 61807	P12142	00110968	04/22/2022
Check Total:					1,104.51				
MW OH	COUNTY OF ORANGE HALL V012217	SMALL BUSINESS GRANT	302535-6401 Community Programs	AP042222	17,025.00	032322		00110969	04/22/2022

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				Check Total:	17,025.00				
MW OH	DENNIS GRUBB & V012137	4/5-15 FD PLAN & INSECTIONS	103065-6290 Dept. Contract Services	AP042222	3,980.00	2684	P12319	00110970	04/22/2022
				Check Total:	3,980.00				
MW OH	DEROTIC EMERGENCY V011295	FD VEHICLE REPAIRS	103066-6134 Vehicle Repair & Maintenance	AP042222	2,526.00	SO-1645	P12395	00110971	04/22/2022
				Check Total:	2,526.00				
MW OH	DIAZ, JESUS V010764	DEPOSIT REFUND	100000-4385 Facility Rental	AP042222	150.00	2003029.002		00110972	04/22/2022
				Check Total:	150.00				
MW OH	ENTENMANN-ROVIN CO V000342	PD BADGES	103040-6299 Other Purchased Services	AP042222	616.15	0165081-IN		00110973	04/22/2022
				Check Total:	616.15				
MW OH	FACTORY MOTOR PARTS V010842	BRAKE PADS	103658-6134 Vehicle Repair & Maintenance	AP042222	62.35	102-160409	P12385	00110974	04/22/2022
MW OH	FACTORY MOTOR PARTS V010842	AIR FILTERS	103658-6134 Vehicle Repair & Maintenance	AP042222	33.29	102-160650	P12385	00110974	04/22/2022
MW OH	FACTORY MOTOR PARTS V010842	OIL FILTERS	103658-6134 Vehicle Repair & Maintenance	AP042222	43.22	102-160743	P12385	00110974	04/22/2022
MW OH	FACTORY MOTOR PARTS V010842	MINIATURE LAMPS	103658-6134 Vehicle Repair & Maintenance	AP042222	8.08	102-160749	P12385	00110974	04/22/2022
MW OH	FACTORY MOTOR PARTS V010842	FUEL CAPS	103658-6134 Vehicle Repair & Maintenance	AP042222	14.79	102-160788	P12385	00110974	04/22/2022
MW OH	FACTORY MOTOR PARTS V010842	FUEL HOSE	103658-6134 Vehicle Repair & Maintenance	AP042222	28.49	102-160789	P12385	00110974	04/22/2022
MW OH	FACTORY MOTOR PARTS V010842	BATTERY	103658-6134 Vehicle Repair & Maintenance	AP042222	165.13	102-160923	P12385	00110974	04/22/2022
MW OH	FACTORY MOTOR PARTS V010842	WIPER BLADES, AIR FILTER	103658-6134 Vehicle Repair & Maintenance	AP042222	39.58	102-160937	P12385	00110974	04/22/2022

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	FACTORY MOTOR PARTS V010842	FUEL LINE HOSE	103658-6134 Vehicle Repair & Maintenance	AP042222	27.15	12-4574185	P12385	00110974	04/22/2022
					Check Total:	422.08			
MW OH	FAIRWAY FORD V000376	FUEL PIPE	103658-6134 Vehicle Repair & Maintenance	AP042222	197.11	269398	P12239	00110975	04/22/2022
					Check Total:	197.11			
MW OH	FIFTH AVENUE CLEANERS V010431	MARCH PD DRY CLEANING SVS	103040-6290 Dept. Contract Services	AP042222	742.13	MARCH 22		00110976	04/22/2022
					Check Total:	742.13			
MW OH	FIREFIGHTERS SAFETY V011346	FD UNIFORMS	103066-6360 Uniforms	AP042222	440.36	28834	P12252	00110977	04/22/2022
					Check Total:	440.36			
MW OH	FORTIN LAW GROUP V011875	MARCH LITIGATION COSTS	404582-6006 Litigation	AP042222	904.50	122432		00110978	04/22/2022
					Check Total:	904.50			
MW OH	GALLS LLC V000438	SWAT UNIFORM	103041-6360 Uniforms	AP042222	285.97	020818017		00110979	04/22/2022
					Check Total:	285.97			
MW OH	HIRSCH PIPE AND SUPPLY V004494	PLUMBING SUPPLIES	103654-6130 Repair & Maint/Facilities	AP042222	297.30	8172236		00110980	04/22/2022
MW OH	HIRSCH PIPE AND SUPPLY V004494	FAUCET BATTERY	103654-6130 Repair & Maint/Facilities	AP042222	28.21	8193923		00110980	04/22/2022
MW OH	HIRSCH PIPE AND SUPPLY V004494	FAUCET BRASS UNION	103654-6130 Repair & Maint/Facilities	AP042222	217.23	8195542		00110980	04/22/2022
MW OH	HIRSCH PIPE AND SUPPLY V004494	CREDIT - PLUMBING SUPPLIES	103654-6130 Repair & Maint/Facilities	AP042222	-119.36	8195547		00110980	04/22/2022
					Check Total:	423.38			
MW OH	HR GREEN PACIFIC INC V010735	NOV ON CALL PLAN CHECK SVS	103551-6290 Dept. Contract Services	AP042222	292.25	148934	P12230	00110981	04/22/2022

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Check Register
For 04/26/2022**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	HR GREEN PACIFIC INC V010735	NOV ON CALL PLAN CHECK SVS	103551-6290 Dept. Contract Services	AP042222	4,630.75	148934	P12230	00110981	04/22/2022
MW OH	HR GREEN PACIFIC INC V010735	JAN ON CALL PLAN CHECK SVS	103551-6290 Dept. Contract Services	AP042222	422.50	150492	P12230	00110981	04/22/2022
MW OH	HR GREEN PACIFIC INC V010735	FEB ON CALL PLAN CHECK SVS	103551-6290 Dept. Contract Services	AP042222	7,459.50	151208	P12230	00110981	04/22/2022
Check Total:					12,805.00				
MW OH	JV PLUMBING V011345	GOMEZ PLUMBING SVS	103654-6130 Repair & Maint/Facilities	AP042222	379.00	2888		00110982	04/22/2022
Check Total:					379.00				
MW OH	KOA CORPORATION V006654	OCT ENGINEERING DESIGN SVS	332908-6185 Construction Services	AP042222	1,162.30	JB93058-15	P12199	00110983	04/22/2022
MW OH	KOA CORPORATION V006654	JAN ENGINEERING DESIGN SVS	332908-6185 Construction Services	AP042222	2,905.75	JB93058-16	P12199	00110983	04/22/2022
MW OH	KOA CORPORATION V006654	FEB ENGINEERING DESIGN SVS	332908-6185 Construction Services	AP042222	2,324.60	JB93058-17	P12199	00110983	04/22/2022
MW OH	KOA CORPORATION V006654	MARCH ENGINEERING DESIGN SVS	332908-6185 Construction Services	AP042222	2,324.60	JB93058-18	P12199	00110983	04/22/2022
Check Total:					8,717.25				
MW OH	LN CURTIS & SONS V011267	PD UNIFORM - TREJO	103041-6360 Uniforms	AP042222	609.12	INV584081	P12335	00110984	04/22/2022
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP042222	32.60	INV584574	P12335	00110984	04/22/2022
Check Total:					641.72				
MW OH	MAKO OVERHEAD DOOR V011736	FD1 GARAGE DOOR REPAIRS	103066-6301 Special Department Expenses	AP042222	627.50	33899		00110985	04/22/2022
Check Total:					627.50				
MW OH	MC FADDEN-DALE V000635	HOSE CLAMP, PVC VALVE	103654-6301 Special Department Expenses	AP042222	33.91	477723/5		00110986	04/22/2022

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Check Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	MC FADDEN-DALE V000635	N95 RESPIRATOR	103658-6301 Special Department Expenses	AP042222	63.14	477738/5		00110986	04/22/2022
MW OH	MC FADDEN-DALE V000635	STEEL CRIMPER	103654-6301 Special Department Expenses	AP042222	87.39	4778		00110986	04/22/2022
Check Total:					184.44				
MW OH	MTL CONSTRUCTION V010077	FURNITURE REFINISHING SVS	103654-6130 Repair & Maint/Facilities	AP042222	8,550.00	COP2201-1	P12359	00110987	04/22/2022
MW OH	MTL CONSTRUCTION V010077	FURNITURE REFINISHING SVS	103654-6130 Repair & Maint/Facilities	AP042222	1,135.00	COP2201-1	P12359	00110987	04/22/2022
Check Total:					9,685.00				
MW OH	NAPA AUTO PARTS V011456	THROTTLE INJECTION UNIT	103658-6134 Vehicle Repair & Maintenance	AP042222	238.17	065571		00110988	04/22/2022
MW OH	NAPA AUTO PARTS V011456	THROTTLE INJECTION UNIT	103658-6134 Vehicle Repair & Maintenance	AP042222	238.17	065572		00110988	04/22/2022
Check Total:					476.34				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP042222	95.49	68970		00110989	04/22/2022
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP042222	149.85	69186		00110989	04/22/2022
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP042222	38.58	B68970-1		00110989	04/22/2022
Check Total:					283.92				
MW OH	ORANGE COUNTY V011002	MAR FACILITIES CAPACITY FEES	0044-2037 County Sanitation Dist Fee	AP042222	99,397.30	MARCH 22		00110990	04/22/2022
MW OH	ORANGE COUNTY V011002	MAR FACILITIES CAPACITY FEES	100000-4364 Sanitation Collect Fees	AP042222	-4,969.87	MARCH 22		00110990	04/22/2022
Check Total:					94,427.43				
MW OH	ORANGE COUNTY V007306	MARCH PARKING CITATIONS	0044-2038 Parking Fines	AP042222	10,791.00	033122		00110991	04/22/2022

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	10,791.00				
MW OH	ORTIZ, KARINA V012216	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP042222	100.00	30-21-141		00110992	04/22/2022
				Check Total:	100.00				
MW OH	PARS V006999	FEB PARS ARS FEES	395083-6025 Third Party Administration	AP042222	783.15	50321		00110993	04/22/2022
MW OH	PARS V006999	FEB PARS REP FEES	395083-6025 Third Party Administration	AP042222	400.00	50448		00110993	04/22/2022
				Check Total:	1,183.15				
MW OH	PLACENTIA MUSTANGS V005184	BASEPEG INSTALLATION	104071-6130 Repair & Maint/Facilities	AP042222	1,440.00	PM2022		00110994	04/22/2022
				Check Total:	1,440.00				
MW OH	PLACENTIA YORBA LINDA V000794	PRINTED ENVELOPES	109595-6315 Office Supplies	AP042222	646.79	82RI0676		00110995	04/22/2022
				Check Total:	646.79				
MW OH	RATHOD, KIRAN V009466	DEPOSIT REFUND	100000-4385 Facility Rental	AP042222	50.00	2003024.002		00110996	04/22/2022
				Check Total:	50.00				
MW OH	RBI TRAFFIC INC V010707	AUG TRAFFIC ENGINEERING SVS	103590-6290 Dept. Contract Services	AP042222	6,300.00	2895	P12174	00110997	04/22/2022
MW OH	RBI TRAFFIC INC V010707	SEPT TRAFFIC ENGINEERING SVS	103590-6290 Dept. Contract Services	AP042222	4,650.00	2906	P12174	00110997	04/22/2022
MW OH	RBI TRAFFIC INC V010707	SEPT SIFI TRAFFIC ENGINEERING	103590-6290 Dept. Contract Services	AP042222	15,570.00	2907	P12174	00110997	04/22/2022
				Check Total:	26,520.00				
MW OH	SANDOVAL, GLORIA V009731	DEPOSIT REFUND	100000-4385 Facility Rental	AP042222	150.00	2003030.002		00110998	04/22/2022
				Check Total:	150.00				
MW OH	SANTIAGO ROOFING	ROOFING BOND REFUND	0044-2033	AP042222	100.00	30-22-023		00110999	04/22/2022

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Check Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V001614		Construction & Demo Deposit						
				Check Total:	100.00				
MW OH	SHADER, RHONDA V010255	PER DIEM CITY LEADERS SUMMIT	101001-6245 Meetings & Conferences	AP042222	120.00	051222		00111000	04/22/2022
				Check Total:	120.00				
MW OH	SITEONE LANDSCAPE V011004	FLOWERS	103655-6301 Special Department Expenses	AP042222	137.27	117438447-001		00111001	04/22/2022
				Check Total:	137.27				
MW OH	SUBURBAN PROPANE V000971	PROPANE	103658-6345 Gasoline & Diesel Fuel	AP042222	8.08	287417		00111002	04/22/2022
				Check Total:	8.08				
MW OH	THE SAUCE CREATIVE V007476	KOCH PARK FLYER DESIGN SVS	104071-6299 Other Purchased Services	AP042222	300.00	5392		00111003	04/22/2022
				Check Total:	300.00				
MW OH	TIME WARNER CABLE V012060	4/1-30 GOMEZ INTERNET	109595-6215 Telephone/Internet	AP042222	114.99	12228860104012		00111004	04/22/2022
				Check Total:	114.99				
MW OH	WANKE, CHAD P. V007435	ICA SEMINAR REIMBURSEMENT	101001-6245 Meetings & Conferences	AP042222	1,627.27	041122		00111005	04/22/2022
				Check Total:	1,627.27				
MW OH	WATERLOGIC AMERICAS LL V010708	APRIL PD WATER SERVICES	103041-6301 Special Department Expenses	AP042222	102.16	1353010		00111006	04/22/2022
				Check Total:	102.16				
MW OH	WEDIN, MATTHEW V011872	FD TRAINING REIMBURSEMENT	103066-6250 Staff Training	AP042222	100.00	041422		00111007	04/22/2022
				Check Total:	100.00				
MW OH	WELLS FARGO VENOR FIN V010076	4/23-5/22 COPIER,PRINTER LEASE	109595-6175 Office Equipment Rental	AP042222	255.57	5019717964		00111008	04/22/2022
MW OH	WELLS FARGO VENOR FIN	4/23-5/22 PRINTER LEASE	109595-6175	AP042222	70.69	5019717965		00111008	04/22/2022

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010076		Office Equipment Rental						
MW OH	WELLS FARGO VENOR FIN V010076	4/23-5/22 PRINTER LEASE	109595-6175 Office Equipment Rental	AP042222	79.39	5019717966		00111008	04/22/2022
				Check Total:	405.65				
MW OH	WEST COAST ARBORISTS INC/ V001124	16-1/31 TREE & STUMP REMOVAL	103655-6116 Tree Maintenance	AP042222	1,538.00	18266	P12166	00111009	04/22/2022
				Check Total:	1,538.00				
MW OH	WILCOCK, JIM V012215	DEPOSIT REFUND	100000-4385 Facility Rental	AP042222	150.00	2003031-002		00111010	04/22/2022
				Check Total:	150.00				
MW OH	YEE, JAMES V012218	PAYROLL REPLACEMENT CHECK	0010-1101 General Checking with Bank	AP042222	98.55	PR2101023-A		00111011	04/22/2022
				Check Total:	98.55				
MW OH	YOON, KYUNGSOO V011890	SMALL BUSINESS GRANT	302535-6401 Community Programs	AP042222	5,000.00	CDBG-CV 3		00111012	04/22/2022
				Check Total:	5,000.00				
MW OH	ZAMORA, JOHN V012150	FIRELINE EMT REIMBURSEMENT	103066-6250 Staff Training	AP042222	200.00	032922		00111013	04/22/2022
				Check Total:	200.00				
				Type Total:	1,173,626.99				
				Check Total:	1,173,626.99				

**City of Placentia
Electronic Disbursement Register**

For 05/03/2022

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
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Grand Total: 329,835.16

EDR Totals by ID

AP	0.00
EP	329,835.16
IP	0.00
OP	0.00

<u>Fund Name</u>	<u>EDR Totals by Fund</u>
101-General Fund (0010)	2,497.75
208-Scssr Agency Ret Oblg (0054)	150.47
275-Sewer Maintenance (0048)	150.47
501-Refuse Administration (0037)	267,728.27
601-Employee Health & Wlfre (0039)	59,308.20

Void Total: 0.00
EDR Total: 329,835.16

Electronic Disbursement Sub Totals: 329,835.16

ACH Payroll Direct Deposit for 04/22/2022: 459,814.09

Electronic Disbursement Total: 789,649.25

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

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	REPUBLIC WASTE SERVICES V007205	REFUSE COLLECTION SVS	374386-6101 Disposal	ACH041422	267,517.62	676-004767146	P12168	00015808	04/15/2022
Check Total:					267,517.62				
EP	EMPLOYMENT V010052	STATE TAX PTO BUYBACK	0010-2135 Calif Income Tax W/H	ACH041522	642.42	PR2201808		00015809	04/14/2022
EP	EMPLOYMENT V010052	STATE TAX PTO BUYBACK	0037-2135 Calif Income Tax W/H	ACH041522	54.18	PR2201808		00015809	04/14/2022
EP	EMPLOYMENT V010052	STATE TAX PTO BUYBACK	0054-2135 Calif Income Tax W/H	ACH041522	38.70	PR2201808		00015809	04/14/2022
EP	EMPLOYMENT V010052	STATE TAX PTO BUYBACK	0048-2135 Calif Income Tax W/H	ACH041522	38.70	PR2201808		00015809	04/14/2022
Check Total:					774.00				
EP	INTERNAL REVENUE V010054	FED/MED TAX PTO BUYBACK	0010-2115 Employee Medicare W/H	ACH041522	93.10	PR2201808		00015810	04/14/2022
EP	INTERNAL REVENUE V010054	FED/MED TAX PTO BUYBACK	0010-2120 Employer Medicare Payable	ACH041522	93.10	PR2201808		00015810	04/14/2022
EP	INTERNAL REVENUE V010054	FED/MED TAX PTO BUYBACK	0037-2110 Federal Income Tax W/H	ACH041522	140.77	PR2201808		00015810	04/14/2022
EP	INTERNAL REVENUE V010054	FED/MED TAX PTO BUYBACK	0037-2115 Employee Medicare W/H	ACH041522	7.85	PR2201808		00015810	04/14/2022
EP	INTERNAL REVENUE V010054	FED/MED TAX PTO BUYBACK	0037-2120 Employer Medicare Payable	ACH041522	7.85	PR2201808		00015810	04/14/2022
EP	INTERNAL REVENUE V010054	FED/MED TAX PTO BUYBACK	0010-2110 Federal Income Tax W/H	ACH041522	1,669.13	PR2201808		00015810	04/14/2022
EP	INTERNAL REVENUE V010054	FED/MED TAX PTO BUYBACK	0048-2110 Federal Income Tax W/H	ACH041522	100.55	PR2201808		00015810	04/14/2022
EP	INTERNAL REVENUE V010054	FED/MED TAX PTO BUYBACK	0054-2120 Employer Medicare Payable	ACH041522	5.61	PR2201808		00015810	04/14/2022
EP	INTERNAL REVENUE V010054	FED/MED TAX PTO BUYBACK	0048-2115 Employee Medicare W/H	ACH041522	5.61	PR2201808		00015810	04/14/2022

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	INTERNAL REVENUE V010054	FED/MED TAX PTO BUYBACK	0048-2120 Employer Medicare Payable	ACH041522	5.61	PR2201808		00015810	04/14/2022
EP	INTERNAL REVENUE V010054	FED/MED TAX PTO BUYBACK	0054-2110 Federal Income Tax W/H	ACH041522	100.55	PR2201808		00015810	04/14/2022
EP	INTERNAL REVENUE V010054	FED/MED TAX PTO BUYBACK	0054-2115 Employee Medicare W/H	ACH041522	5.61	PR2201808		00015810	04/14/2022
Check Total:					2,235.34				
EP	CALIFORNIA PUBLIC V006234	FEB RETIREE LATE FEES	395083-5161 Health Insurance Premiums	ACH042122	200.00	10000001669720		00015811	04/21/2022
Check Total:					200.00				
EP	ALDWIR, MAMOUN E000113	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	1,295.00	MAY 22		00015812	05/01/2022
Check Total:					1,295.00				
EP	ANDERSON, MARLA E000071	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	535.78	MAY 22		00015813	05/01/2022
Check Total:					535.78				
EP	ARMSTRONG, JOHN T E000046	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	1,080.65	MAY 22		00015814	05/01/2022
Check Total:					1,080.65				
EP	AUDISS, JAY SCOTT E000125	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	1,745.00	MAY 22		00015815	05/01/2022
Check Total:					1,745.00				
EP	BABCOCK, CHARLES A E000015	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	312.00	MAY 22		00015816	05/01/2022
Check Total:					312.00				
EP	BEALS, SHARLENE E000076	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	193.39	MAY 22		00015817	05/01/2022
Check Total:					193.39				
EP	BERMUDEZ, ALBERT	MAY MEDICAL REIMBURSEMENT	395083-5161	ACH050122	527.48	MAY 22		00015818	05/01/2022

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000124		Health Insurance Premiums						
				Check Total:	527.48				
EP	BUNNELL, DONALD E000062	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	535.78	MAY 22		00015819	05/01/2022
				Check Total:	535.78				
EP	BURGNER, ARTHUR E000074	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	535.78	MAY 22		00015820	05/01/2022
				Check Total:	535.78				
EP	BUSSE, MICHAEL E000131	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	1,326.00	MAY 22		00015821	05/01/2022
				Check Total:	1,326.00				
EP	CHANDLER, JOHN P E000109	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	1,393.00	MAY 22		00015822	05/01/2022
				Check Total:	1,393.00				
EP	CHANG, ROBERT E000107	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	1,290.00	MAY 22		00015823	05/01/2022
				Check Total:	1,290.00				
EP	COBBETT, GEOFFREY E000007	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	535.78	MAY 22		00015824	05/01/2022
				Check Total:	535.78				
EP	COOK, ARLENE M E000018	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	535.78	MAY 22		00015825	05/01/2022
				Check Total:	535.78				
EP	D'AMATO, ROBERT E000056	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	193.39	MAY 22		00015826	05/01/2022
				Check Total:	193.39				
EP	DAVID, PRESTON E000112	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	535.78	MAY 22		00015827	05/01/2022

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	535.78				
EP	DAVIS, CAROLYN E000005	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	535.78	MAY 22		00015828	05/01/2022
				Check Total:	535.78				
EP	DEAN, ANDREW E000135	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	1,823.00	MAY 22		00015829	05/01/2022
				Check Total:	1,823.00				
EP	DELOS SANTOS, JAMIE E000045	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	153.53	MAY 22		00015830	05/01/2022
				Check Total:	153.53				
EP	DICKSON, ROBERTA JO E000011	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	193.39	MAY 22		00015831	05/01/2022
				Check Total:	193.39				
EP	DOWNEY, CAROL E000082	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	535.78	MAY 22		00015832	05/01/2022
				Check Total:	535.78				
EP	ECKENRODE, NORMAN E000029	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	535.78	MAY 22		00015833	05/01/2022
				Check Total:	535.78				
EP	ESCOBOSA, LILLIAN E000055	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	535.78	MAY 22		00015834	05/01/2022
				Check Total:	535.78				
EP	ESPINOZA, ROSALINDA E000016	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	573.00	MAY 22		00015835	05/01/2022
				Check Total:	573.00				
EP	FRICKE, JUERGEN E000075	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	770.00	MAY 22		00015836	05/01/2022
				Check Total:	770.00				
EP	FULLER, GLENN H	MAY MEDICAL REIMBURSEMENT	395083-5161	ACH050122	770.00	MAY 22		00015837	05/01/2022

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000081		Health Insurance Premiums						
				Check Total:	770.00				
EP	GALLANT, KAREN E000008	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	535.78	MAY 22		00015838	05/01/2022
				Check Total:	535.78				
EP	GARNER, JO ANN E000047	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	535.78	MAY 22		00015839	05/01/2022
				Check Total:	535.78				
EP	GARNER, KITTY E000080	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	878.44	MAY 22		00015840	05/01/2022
				Check Total:	878.44				
EP	GRIMM, DENNIS L E000042	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	586.00	MAY 22		00015841	05/01/2022
				Check Total:	586.00				
EP	HOLTSCLAW, KATHERINE E000121	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	557.02	MAY 22		00015842	05/01/2022
				Check Total:	557.02				
EP	IRVINE, SUZETTE E000019	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	535.78	MAY 22		00015843	05/01/2022
				Check Total:	535.78				
EP	JENKINS, ROBERT E000084	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	614.88	MAY 22		00015844	05/01/2022
				Check Total:	614.88				
EP	JOHNSON, SHARON E000099	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	193.39	MAY 22		00015845	05/01/2022
				Check Total:	193.39				
EP	JONES, ROBERT E000053	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	145.65	MAY 22		00015846	05/01/2022

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	145.65				
EP	JUAREZ, JANET E000134	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	145.65	MAY 22		00015847	05/01/2022
				Check Total:	145.65				
EP	JUDD, TERRELL E000115	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	887.67	MAY 22		00015848	05/01/2022
				Check Total:	887.67				
EP	KIRKLAND, RICHARD L E000110	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	145.65	MAY 22		00015849	05/01/2022
				Check Total:	145.65				
EP	LITTLE, DIANE M E000098	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	232.94	MAY 22		00015850	05/01/2022
				Check Total:	232.94				
EP	LOOMIS, CORINNE E000122	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	563.43	MAY 22		00015851	05/01/2022
				Check Total:	563.43				
EP	LOWREY, B J E000041	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	312.00	MAY 22		00015852	05/01/2022
				Check Total:	312.00				
EP	MAERTZWEILER, MICHAEL E000032	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	535.78	MAY 22		00015853	05/01/2022
				Check Total:	535.78				
EP	MANNING, VEDA M E000063	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	193.39	MAY 22		00015854	05/01/2022
				Check Total:	193.39				
EP	MILANO, JAMES E000054	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	535.78	MAY 22		00015855	05/01/2022
				Check Total:	535.78				
EP	MILLER, RICHARD	MAY MEDICAL REIMBURSEMENT	395083-5161	ACH050122	1,124.00	MAY 22		00015856	05/01/2022

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000106		Health Insurance Premiums						
				Check Total:	1,124.00				
EP	OLEA, ARLENE J E000014	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	535.78	MAY 22		00015857	05/01/2022
				Check Total:	535.78				
EP	PALMER, GEORGE E000094	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	1,145.00	MAY 22		00015858	05/01/2022
				Check Total:	1,145.00				
EP	PASCARELLA, RICHARD E000129	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	1,745.00	MAY 22		00015859	05/01/2022
				Check Total:	1,745.00				
EP	PASCUA, RAYNALD E000114	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	1,728.00	MAY 22		00015860	05/01/2022
				Check Total:	1,728.00				
EP	PASPALL, MIHAJLO E000085	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	440.30	MAY 22		00015861	05/01/2022
				Check Total:	440.30				
EP	PEREZ, ROBERT E000111	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	145.65	MAY 22		00015862	05/01/2022
				Check Total:	145.65				
EP	PICHON, WALTER E000103	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	232.94	MAY 22		00015863	05/01/2022
				Check Total:	232.94				
EP	PINEDA, MATEO E000127	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	456.06	MAY 22		00015864	05/01/2022
				Check Total:	456.06				
EP	PISCHEL, STEPHEN E000130	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	1,026.56	MAY 22		00015865	05/01/2022

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	1,026.56				
EP	POINT, ERIC E000133	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	1,823.00	MAY 22		00015866	05/01/2022
				Check Total:	1,823.00				
EP	REDIFER, KIM R E000022	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	770.00	MAY 22		00015867	05/01/2022
				Check Total:	770.00				
EP	RENDEN, BRIAN E000083	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	917.50	MAY 22		00015868	05/01/2022
				Check Total:	917.50				
EP	REYES, ROGER T E000024	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	535.78	MAY 22		00015869	05/01/2022
				Check Total:	535.78				
EP	REYNOLDS, MATTHEW E000132	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	563.43	MAY 22		00015870	05/01/2022
				Check Total:	563.43				
EP	RICE, RUSSELL J E000059	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	1,393.00	MAY 22		00015871	05/01/2022
				Check Total:	1,393.00				
EP	RISHER, THOMAS A E000013	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	535.78	MAY 22		00015872	05/01/2022
				Check Total:	535.78				
EP	RIVERA, AIDA E000026	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	193.39	MAY 22		00015873	05/01/2022
				Check Total:	193.39				
EP	ROACH, MICHAEL E000105	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	1,393.00	MAY 22		00015874	05/01/2022
				Check Total:	1,393.00				
EP	ROBB, SANDRA	MAY MEDICAL REIMBURSEMENT	395083-5161	ACH050122	535.78	MAY 22		00015875	05/01/2022

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000043		Health Insurance Premiums						
				Check Total:	535.78				
EP	ROSE, RICHARD D E000050	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	1,123.51	MAY 22		00015876	05/01/2022
				Check Total:	1,123.51				
EP	SALE, LEE R E000031	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	535.78	MAY 22		00015877	05/01/2022
				Check Total:	535.78				
EP	SANCHEZ, LAURA E000058	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	193.39	MAY 22		00015878	05/01/2022
				Check Total:	193.39				
EP	SCHLIEDER, BEVERLY E000120	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	878.44	MAY 22		00015879	05/01/2022
				Check Total:	878.44				
EP	SMITH, WARD E000128	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	1,393.00	MAY 22		00015880	05/01/2022
				Check Total:	1,393.00				
EP	SOTO, PHILIP J E000052	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	535.78	MAY 22		00015881	05/01/2022
				Check Total:	535.78				
EP	SPRAGUE, GARY A E000064	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	1,745.00	MAY 22		00015882	05/01/2022
				Check Total:	1,745.00				
EP	STEPHEN, JEFFREY E000119	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	1,283.16	MAY 22		00015883	05/01/2022
				Check Total:	1,283.16				
EP	TAYLOR, DAVID M E000088	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	586.00	MAY 22		00015884	05/01/2022

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	586.00				
EP	TAYLOR, LINDA E000126	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	426.56	MAY 22		00015885	05/01/2022
				Check Total:	426.56				
EP	THOMANN, DARYLL L E000101	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	535.78	MAY 22		00015886	05/01/2022
				Check Total:	535.78				
EP	TRIFOS, WILLIAM E000104	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	770.00	MAY 22		00015887	05/01/2022
				Check Total:	770.00				
EP	VALENTINE, THOMAS E000118	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	586.00	MAY 22		00015888	05/01/2022
				Check Total:	586.00				
EP	VERSTYNEN, WILLIAM E000092	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	145.65	MAY 22		00015889	05/01/2022
				Check Total:	145.65				
EP	WAHL, KATHLEEN A E000030	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	193.00	MAY 22		00015890	05/01/2022
				Check Total:	193.00				
EP	WIEST, STEPHEN E000079	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	536.00	MAY 22		00015891	05/01/2022
				Check Total:	536.00				
EP	WORDEN, LARRY M E000116	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	586.00	MAY 22		00015892	05/01/2022
				Check Total:	586.00				
EP	YAMAGUCHI, BRIAN E000123	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050122	1,393.00	MAY 22		00015893	05/01/2022
				Check Total:	1,393.00				
EP	ZINN, JOHN	MAY MEDICAL REIMBURSEMENT	395083-5161	ACH050122	1,290.56	MAY 22		00015894	05/01/2022

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000009		Health Insurance Premiums						
				Check Total:	1,290.56				
				Type Total:	329,835.16				
				Check Total:	329,835.16				



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES AND INFRASTRUCTURE

DATE: MAY 3, 2022

SUBJECT: **AWARD OF CONSTRUCTION CONTRACT FOR VEHICLE GARAGE CONCRETE BUILDING FOUNDATIONS AT FIRE STATION #2, CITY PROJECT NO. 5105**

FISCAL IMPACT:	EXPENSE: \$133,042.61	CONSTRUCTION CONTRACT AMOUNT
	\$ 13,304.26	CONTINGENCY AMOUNT
	<u>\$146,346.87</u>	<u>FY 2021-22 CIP BUDGET PROJECT NO. 5105</u>
BUDGET	\$ 96,345.00	MEASURE U FUND (795105-6185)
	\$ 32,711.00	PUB SAFETY DEVELOP. IMPACT FEE (675105-6185)
	\$ 17,293.27	GENERAL FUND (105105-6185 & 105105-6850)
	<u>\$146,349.27</u>	<u>AVAILABLE BUDGET</u>

SUMMARY:

This project will install reinforced concrete foundations and extend existing water and electrical lines needed to support two prefabricated garage buildings at Fire Station #2. The garages will store the City's Reserve Fire Engine, Battalion Chief Unit and support vehicles. This work includes demolition, saw-cutting, steel reinforcement, concrete foundations, slabs, utilities, exhaust fans, electrical and plumbing and full coordination with the building fabricator and installer. After having only one contractor in attendance at the Mandatory Pre-Bid Meeting, staff extended the bid period and added a second Mandatory Pre-Bid Meeting a week later. Staff also extended the Bid Opening Date, to allow opportunity for additional contractors to submit a bid proposal. Despite that effort, only one (1) bid was received for this project on March 3, 2022. The bid was submitted by Corner Keystone Construction Corporation and was found to be responsive and responsible. Staff recommends that City Council award a construction contract to Corner Keystone Construction Corporation in the amount of \$133,042.61. In addition to the construction cost, a ten percent (10%) construction contingency amount of \$13,304.26 is provided to cover any unforeseen conditions found during construction. The total construction contract cost including contingency amounts is \$146,346.87.

RECOMMENDATION:

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

1. Approve a Public Works Agreement with Corner Keystone Construction Corporation for the Fire and Life Safety Station #2 Project in the amount of \$133,042.61; and

1.c.
May 3, 2022

2. Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or \$13,304.26, for a total construction contract not-to-exceed amount of \$146,346.87; and
3. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

DISCUSSION:

This project will install reinforced concrete foundations and extend existing water and electrical lines needed to support two prefabricated garage buildings at Fire Station #2. The garages will store the City's Reserve Fire Engine, Battalion Chief Unit and support vehicles. This work includes demolition, saw-cutting, steel reinforcement, concrete foundations, slabs, utilities, exhaust fans, electrical and plumbing and full coordination with the building fabricator and installer.

On March 3, 2022, the City received only one (1) bid from a contractor for construction of foundations and accessories necessary in support of two prefabricated garage buildings. The following table provides the total bid amount received from the contractor:

Contractor	Bid Amount
Corner Keystone Construction Corporation	\$133,042.61

A Mandatory Pre-Bid Meeting was scheduled for February 15, 2022, but there was only one contractor in attendance. In an attempt to obtain additional bids and to allow additional contractors opportunity to bid, staff extended the bid period and added a second Mandatory Pre-Bid Meeting. The additional meeting also had only one contractor in attendance. Despite the additional effort, only one (1) bid was received for this project. Corner Keystone Construction Corporation was the only responsible bidder. Staff reviewed and analyzed their bid proposal, and it was found to be responsive. Based on Corner Keystone Construction Corporation's reference check and their bid, staff recommends awarding a construction contract to Corner Keystone Construction Corporation for construction of the new garage building foundations at Fire Station #2.

FISCAL IMPACT:

The total construction cost for this work amounts to \$146,346.87. This cost consists of the bid submitted by Corner Keystone Construction Corporation in the amount of \$133,042.61 and a construction contingency in the amount of \$13,304.26. Sufficient funds are budgeted and available in the FY 2021-22 Capital Improvement Program Budget to cover this expense. As such, sufficient funds exist for the recommended actions.

Prepared by:



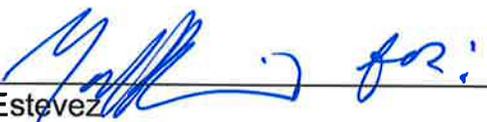
Masoud Sepahi, P.E.
City Engineer

Reviewed and approved:



Jennifer Lampman
Director of Finance

Reviewed and approved:



Luis Estevez
Deputy City Administrator

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Agreement with Corner Keystone Construction Corporation

**CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
FIRE AND LIFE SAFETY STATION #2 PROJECT
CITY PROJECT NO. 5105**

THIS AGREEMENT (herein "Agreement") is made and entered into this 3rd day of May, 2022 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and CORNER KEYSTONE CONSTRUCTION CORPORATION (herein "Contractor"). The parties hereto agree as follows:

WITNESSETH:

A. WHEREAS, City requires the construction of Fire and Life Safety Station #2 Project, 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 CORNER KEYSTONE CONSTRUCTION CORPORATION a California corporation located at 340 S Lemon Avenue, Suite 5210, Walnut, CA 91789.
- (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. Further, Contractor represents that it is knowledgeable and experienced in constructing improvements that are compliant with all applicable accessibility requirements and warrants that all work performed under this agreement will comply with all applicable accessibility requirements.

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

2.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered, including but not limited to, the claims procedure set forth in Public Contract Code Section 9204, a summary of which is attached to this agreement as Exhibit "E."

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

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

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

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

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

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

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

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

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

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

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the

Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. 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 Thirty-Three Thousand Forty-Two Dollars and Sixty-One Cents (\$133,042.61) (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 May 3, 2023, 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:

Corner Keystone Construction Corporation
ATTN: Man Dy, Vice-President-Operations
340 S Lemon Avenue, Suite 5210
Walnut, CA 91789

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

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

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

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

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

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

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

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

6.0 INSURANCE, INDEMNIFICATION AND BONDS

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

Conditions:

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

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

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

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

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

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

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

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.

- (b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.
- (c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.
- (d) Contractor's duty to defend and indemnify as set out in this Section 6.3 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 percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

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

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

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

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City Five Hundred Dollars (\$500) 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

Project No. 5105

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.: Masoud Sepahi, City Engineer

To Contractor: Corner Keystone Construction Corporation
ATTN: Man Dy, Vice-President-Operations
340 S Lemon Avenue, Suite 5210
Walnut, CA 91789

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

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

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

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

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

8.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or

ATTACHMENT

unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

- (a) Unauthorized Aliens. Contractor hereby represents and warrants that it will comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ such unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by the City.
- (b) E-Verify. If Contractor is not already enrolled in the U.S. Department of Homeland Security's E-Verify program, Contractor shall enroll in the E-Verify program within fifteen (15) days of the effective date of this Agreement to verify the employment authorization of employees assigned to perform work hereunder. Contractor shall verify employment authorization within three (3) days of hiring a new employee to perform work under this Agreement. Information pertaining to the E-Verify program can be found at <http://www.uscis.gov> or access the registration page at <https://e-verify.uscis.gov/enroll>. Contractor shall certify its registration with E-Verify and provide City its registration number within sixteen days of the effective date of this Agreement. Failure to provide certification will result in withholding payment until full compliance is demonstrated.

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

8.18 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement,

such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

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

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

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

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

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

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.

2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.

3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.

4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

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

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

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

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

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

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

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

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

8.30 Funding Source Conditions – Contractor's Obligation. Contractor acknowledges that the City may be paying for the Project by using funds it receives or will receive from various funding sources in the form of grants and/or subsidies, and the like under certain terms and conditions. Contractor acknowledges and agrees that any failure of the Contractor and/or its

Project No. 5105

subcontractors to perform its obligations under the Contract, including, but not limited to, timely submitting accurate reports and records, that in any way results in the City not meeting the terms and conditions placed on the funds by the funding source, or forfeiting its entitlement to or, otherwise, not receiving, the funds, then the Contractor shall be liable to pay the City for the funds not granted to the City on the Project.

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

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

ATTEST:

CITY OF PLACENTIA,
A municipal corporation and Charter City

Damien R. Arrula, City Administrator

Date: _____

ATTEST:

Robert S. McKinnell, City Clerk

Project No. 5105

APPROVED AS TO FORM:

CONTRACTOR

Signature

Date: _____

Man Dy, Vice-President-Operations

Social Security or Taxpayer ID Number

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Deputy City
Administrator

Date: _____

APPROVED AS TO CONTENT:

Masoud Sepahi, City Engineer

Date: _____

DEPARTMENTAL APPROVAL:

Luis Estevez, Deputy City
Administrator

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: Fire and Life Safety Station #2 Project and all appurtenant work in accordance with PROJECT NO. 5105, 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: _____

Project No. 5105

BID GUARANTEE
TO THE CITY OF PLACENTIA
PROJECT NO. _____

As a material inducement to the City to award the contract for Project No. 5105 to Corner Keystone Construction Corporation, 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: Fire and Life Safety Station #2 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 _____

Street _____

City _____ State _____ Zip _____

(Signature)

(Print Name & Title)

Project No. 5105

**CITY OF PLACENTIA
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENT: That,

WHEREAS, the CITY OF PLACENTIA (hereinafter called the "City") has awarded to Corner Keystone Construction Corporation, a California corporation (hereinafter "Principal"), an Agreement, dated May 3, 2022 ("Agreement") whereby Principal agreed to provide construction services including Fire and Life Safety Station #2 Project, City Project No. 5105;

WHEREAS, the Public Work to be performed by the Principal is more particularly set forth in the Agreement which is incorporated herein by reference and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement;

NOW, THEREFORE, we, _____, as Principal, and _____ as Surety, are held and firmly bound unto the City in the sum of _____ Dollars (\$ _____) this amount being not less than one hundred percent (100%) of the total contract price under Agreement, lawful money of the United States of America for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, the obligation shall become null and void if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said Agreement and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officer, agents and employees, as therein stipulated; otherwise it shall be and remain in full force and virtue.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred in successfully enforcing the obligation on the bond, all to be taxed as costs and included in any judgment rendered.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Agreement, the contract documents or of the work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or modification of Agreement, the contract documents or of the work to be performed thereunder.

Surety's obligation shall be a guarantee of payment and performance and shall not be diminished by any bankruptcy or reorganization in bankruptcy or liquidation or the result of the foregoing or otherwise of Principal. Accordingly, the filing of any petition in bankruptcy or for rearrangement or reorganization or liquidation (or proceedings similar in purpose or effect) of Principal under any federal or state laws ("Insolvency Case") will not toll or delay the date due for payment or performance hereunder as more particularly specified in of the Construction Management Agreement. The City shall be not be required to await the outcome of an Insolvency Case or to enforce any of their respective rights under the Agreement, respectively, prior to obtaining payment in full from Surety. If for any reason payment received by the City in respect of the obligations of the Principal under the Agreement guaranteed pursuant to this bond is rescinded or must be returned or restored by the City, this bond shall be automatically reinstated and shall continue to be in effect as if such payment had not been made.

Collection of liquidated damages by City due to Principal's failure to timely achieve Substantial Completion shall not limit, modify, or act as an offset or credit against Surety's obligation to arrange for or cause the completion of the Public Work as and when required by the Agreement.

IN WITNESS WHEREOF three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Seal)

(Seal)

Project No. 5105

SURETY

By _____

ADDRESS

APPROVED:

CITY ATTORNEY

PRINCIPAL

By X _____

X _____

ADDRESS

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.

Project No. 5105

EXHIBIT A

SCOPE OF SERVICES

The project includes providing all labor, materials and equipment for the installation of foundation and utilities in support of two prefabricated garage buildings at Fire and Life Safety Station #2. The scope of work includes demolition, saw-cutting, steel reinforcement, concrete foundations, slabs, utilities, exhaust fans, electrical and plumbing and full coordination with building fabricator and installer. All work must be performed in accordance with the approved set of plans and specifications for this project.

Project No. 5105

EXHIBIT B

SCHEDULE OF PERFORMANCE

All work must be complete within Sixty (60) workdays from the issuance of the Notice to Proceed.

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

A. Workers Compensation & Employers Liability Insurance

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

B. General Liability Insurance

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

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

- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$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; (The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor and all Subcontractors pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Contractor and all Subcontractors; automobiles owned, leased, hired, or borrowed by the Contractor and all Subcontractors.)
 2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
 3. Properly completed Certificate of Insurance; and
 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.

Project No. 5105

- 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: Fire and Life Safety Station #2 Project: 5105
- 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or entity to whom you are required by valid written contract or agreement to provide such coverage, but only with respect to "bodily injury", "property damage" (including "bodily injury" and "property damage" included in the "products-completed operations hazard"), and "personal and advertising injury" caused, in whole or in part, by the negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.	VARIOUS

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

whichever is less.

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



EVANSTON INSURANCE COMPANY
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- LIQUOR LIABILITY COVERAGE FORM
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Additional Premium: \$Included (Check box if fully earned <input checked="" type="checkbox"/>)
--

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

A. Who Is An Insured is amended to include as an additional insured any person or entity to whom you are required by valid written contract or agreement to provide such coverage, but only with respect to "bodily injury", "property damage" (including "bodily injury" and "property damage" included in the "products-completed operations hazard"), and "personal and advertising injury" caused, in whole or in part, by the negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

However:

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

Our agreement to accept an additional insured provision in a valid written contract or agreement is not an acceptance of any other provisions of such contract or agreement or the contract or agreement in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured.

No coverage applies to such additional insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

B. With respect to the insurance afforded to these additional insured, the following is added to limits of insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the valid written contract or agreement; or
 2. Available under the applicable limits of insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

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

SCHEDULE

Name Of Person Or Organization:

Any person(s) or organization(s) with whom the Named Insured agrees, in a written contract executed prior to the "occurrence", to waive rights of recovery

Additional Premium: \$ Included

The following is added to Condition **8**. Transfer Of Rights Of Recovery Against Others To Us under Section **IV** – Commercial General Liability Conditions:

We waive any right of recovery we may have against any person or organization shown in the Schedule of this endorsement. This waiver applies only to the person or organization shown in the Schedule of this endorsement.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Policy Number: BA040000052359

Effective Date: 05/29/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Business Auto Broadening Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- I. NEWLY ACQUIRED OR FORMED ENTITY (BROAD FORM NAMED INSURED)
- II. EMPLOYEES AS INSUREDS
- III. AUTOMATIC ADDITIONAL INSURED**
- IV. EMPLOYEE HIRED AUTO LIABILITY
- V. SUPPLEMENTARY PAYMENTS
- VI. FELLOW EMPLOYEE COVERAGE
- VII. ADDITIONAL TRANSPORTATION EXPENSE
- VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE
- IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE
- X. LOAN/LEASE GAP COVERAGE
- XI. GLASS REPAIR – DEDUCTIBLE WAIVER
- XII. TWO OR MORE DEDUCTIBLES
- XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
- XIV. WAIVER OF SUBROGATION**
- XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS
- XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE
- XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT**
- XVIII. HIRED AUTO – COVERAGE TERRITORY
- XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

BUSINESS AUTO COVERAGE FORM

I. NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- e. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

III. AUTOMATIC ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- f. Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

IV. EMPLOYEE HIRED AUTO LIABILITY

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- g. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

V. SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Subparagraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

VI. FELLOW EMPLOYEE COVERAGE:

SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee

This exclusion does not apply if you have workers' compensation insurance in-force covering all of your "employees". Coverage is excess over any other collectible insurance.

VII. ADDITIONAL TRANSPORTATION EXPENSE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses, is replaced with the following:

We will pay up to \$50 per day to a maximum of \$1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". If your business shown in the Declarations is other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, the following is added:

- c. If Liability Coverage is provided in this policy on a Symbol 1 or a Symbol 8 basis and Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:
- (1) The most we will pay for "loss" to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is less
 - (2) \$500 deductible will apply to any loss under this coverage extension, except that no deductible shall apply to "loss" caused by fire or lightning
- Subject to the above limit and deductible we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of similar size and type. This coverage extension is excess coverage over any other collectible insurance.

IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

X. LOAN/LEASE GAP COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE C. Limit of Insurance, the following is added:

4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:
- a. The amount paid under the Physical Damage Coverage Section of the policy; and
 - b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

The most we will pay under Auto Loan/Lease Gap Coverage for an insured auto is 25% of the actual cash value of that insured auto at the time of the loss.

XI. GLASS REPAIR – DEDUCTIBLE WAIVER

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

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

XII. TWO OR MORE DEDUCTIBLES

SECTION III -PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

- 1. If the applicable Business Auto deductible is the smallest, it will be waived; or
- 2. If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible; or
- 3. If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company" means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

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

The requirement in SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit, Or Loss, a., In the event of "accident", you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

XIV. WAIVER OF SUBROGATION

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, or Fraud, the following is added:

Any unintentional omission of or error in information given by you, or unintentional failure to disclose all exposures or hazards existing as of the effective date or at any time during the policy period shall not invalidate or adversely affect the coverage for such exposure or hazard or prejudice your rights under this insurance. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. For Hired Auto Physical Damage Coverage, is replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, the following is added and supersedes any provision to the contrary:

e. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

XVIII. HIRED AUTO - COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, e. Anywhere in the world if:, is replaced by the following:

e. Anywhere in the world if:

- (1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

SECTION V – DEFINITIONS, C. "Bodily Injury" is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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

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

The additional premium for this endorsement shall be 2.00% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization**Job Description**

Any person or organization as required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

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

Endorsement Effective Date: 05/09/2022

Policy No.: CST5023513

Endorsement No.

Policy Effective Dates: 05/09/2022 - 05/09/2023

Insured: Corner Keystone Construction Corp

Carrier Name / Code: Benchmark Insurance Company A

WC 04 03 06
(Ed. 04-84)

Countersigned by _____

EXHIBIT E

CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

The following procedure will apply to any claims by the Contractor on the City:

A “claim” is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City’s written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate but cannot otherwise waive these claim procedures.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES AND INFRASTRUCTURE

DATE: MAY 3, 2022

SUBJECT: **RESOLUTION ADOPTING FISCAL YEAR 2022-23 PROJECT LIST FOR COMPLIANCE WITH SB 1, THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

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

SUMMARY:

The State Legislature approved Senate Bill ("SB") 1, the Road Repair and Accountability Act of 2017 (the "Act") in the Fiscal Year ("FY") 2016-17 Legislative session. The Act provided local governments in California with a new annual revenue stream to fund road maintenance, repairs, and other related transportation projects. It is estimated that the City will receive a total of \$1,166,471 in Road Maintenance and Rehabilitation Account ("RMRA") funds under this program in FY 2022-23 which will be used to repair and maintain Placentia's streets. Cities and counties receiving these funds must submit a list of proposed projects along with an adopted resolution to the California Transportation Commission ("CTC") by July 1 of each year. In addition to reporting new SB 1-funded projects each year, cities and counties are also required to report any carryover projects that will not be completed by the end of the fiscal year as originally programmed. Attachments 2 and 3 outline the street projects proposed to be funded by SB 1 funds in FY 2022-23.

RECOMMENDATION:

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

1. Approve Resolution No. R-2022-XX, a Resolution of the City Council of the City of Placentia, California, adopting the List of Projects for Fiscal Year 2022-23 funded by SB 1, The Road Repair and Accountability Act 2017; and
2. Direct Staff to submit the project list to the California Transportation Commission.

DISCUSSION:

The State Legislature approved SB 1 (Beall), the Road Repair and Accountability Act of 2017, during the FY 2016-17 Legislative session. The Act provides additional funding to improve California's transportation infrastructure and includes significant additional funding for local

1.d.
May 3, 2022

governments to improve their own roadways and other transportation facilities. SB 1 prioritizes this funding towards critical maintenance, rehabilitation, and safety improvements on state highways, local streets and roads, and bridges and to improve the state’s trade corridors, transit, and active transportation facilities. As codified in the Streets and Highways Code (SHC), RMRA local streets and roads allocations must be used for projects that include, but are not limited to:

- Road maintenance and rehabilitation
- Bridge replacement and rehabilitation
- Safety projects
- Railroad grade separations
- Traffic control devices
- Completion of street components, including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and storm-water capture projects in conjunction with any other allowable project

Beginning November 1, 2017, the State Controller began depositing this additional funding into the newly created RMRA. Each month a percentage of the RMRA funds are apportioned by formula to the City pursuant to Streets and Highways Code Section 2032(h) for basic road maintenance, rehabilitation, and repairing and replacing aging bridges for critical safety projects in Placentia. This will be the fifth (5th) year in which the City is receiving SB 1 funding which is a critical source of funding needed to help the City address its backlog in road maintenance and rehabilitation. Based on the released estimates, the City is estimated to receive a total of \$1,166,471 in RMRA funds in FY 2022-23.

As part of SB 1’s various accountability and transparency measures and according to the CTC’s 2021 Reporting Guidelines for Local Streets and Roads Funding Program, the City is required to adopt a resolution (Attachment 1) establishing the list of projects and submit that list annually to the CTC by July 1 and subsequently provide year-end updates on the progress and expenditures of previously proposed projects by December 1 of each year. The following list of proposed projects will be funded in-part with SB 1 funding in FY 2022-23:

Project Name	Project Area	Proposed SB 1 Funding Amount
FY 2021-22 Roadway Rehabilitation Project **	2.3 million sq. ft.	900,000 FY 2022-23 + Carryover balance from FY 2021-22
Golden Avenue Bridge Replacement Project**	Golden Avenue/California Street	\$180,000

****Note:** *These projects were previously reported to the CTC as SB 1-funded projects and are being reported as carryover projects for FY 2022-23.*

FISCAL IMPACT:

There is no direct fiscal impact to the City's Operating or CIP Budgets associated with the recommended actions approving the FY 2022-23 RMRA project list and submitting it to the CTC in accordance with the program eligibility guidelines.

Prepared by:



Elsa Robinson
Management Analyst

Reviewed and approved:



Luis Estevez
Deputy City Administrator

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution 2022-26 – Adopting FY 2022-23 SB 1-Funded Project List
2. FY 2021-22 Roadway Rehabilitation Project Area Map
3. Golden Avenue Bridge Replacement Project Area Map

RESOLUTION NO. R-2022-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ADOPTING THE LIST OF PROJECTS FOR FISCAL YEAR 2022-23 FUNDED BY SB 1, THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

A. Recitals

(i). Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

(ii). SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Placentia are aware of the projects proposed for funding in our community and which projects are in progress or have been completed each fiscal year; and

(iii). The City of Placentia must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

(iv). The City will receive and estimated \$1,166,471 in RMRA funding in Fiscal Year 2022-23 from SB 1; and

(v). This is the fifth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

(vi). The City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

(vii). The City uses a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

(viii). The funding from SB 1 will help the City maintain and rehabilitate approximately 2.3 million square feet of local roads throughout the City this year, replace our aging Golden Avenue Bridge and numerous similar projects into the future; and

(ix). The 2018 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an at-risk and poor condition

and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a fair condition; and

(x). Cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

(xi). Police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls and a few minutes of delay can be a matter of life and death; and

(xii). Maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduce vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

(xiii). The SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials, and practices, will have significant positive co-benefits statewide.

B. Resolution

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

1. The foregoing recitals are true and correct.
2. The following list of proposed projects will be funded in-part or solely with Fiscal Year 2022-23 Road Maintenance and Rehabilitation Account revenues:

The City of Placentia is adopting the following list of projects planned to be funded in fiscal year 2023-23 with Road Maintenance and Rehabilitation Account revenues:

Project Name	Description	Location	Estimated Useful Life	Anticipated Start Date	Anticipated End Date
FY 2022-23 Roadway Rehabilitation Project	Roadway rehabilitation project	Various City Streets	21 years	July 2022	November 2023
Golden Avenue Rehabilitation Bridge Project	Bridge replacement project	Golden Avenue/California Street	100 years	Winter 2023	Winter 2025

3. The following previously proposed and adopted projects may also utilize Fiscal Year 2022-23 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Project Name	Description	Location	Estimated Useful Life	Anticipated Start Date	Anticipated End Date
FY 2021-22 Roadway Rehabilitation Project	Roadway rehabilitation project	Various City Streets	21 years	July 2021	November 2022
Golden Avenue Rehabilitation Bridge Project	Bridge replacement project	Golden Avenue/California Street	100 years	Winter 2023	Winter 2025

APPROVED and ADOPTED this 3rd day of May 2022.

Rhonda Shader, Mayor

ATTEST:

Robert S. McKinnell

STATE OF CALIFORNIA
COUNTY OF ORANGE

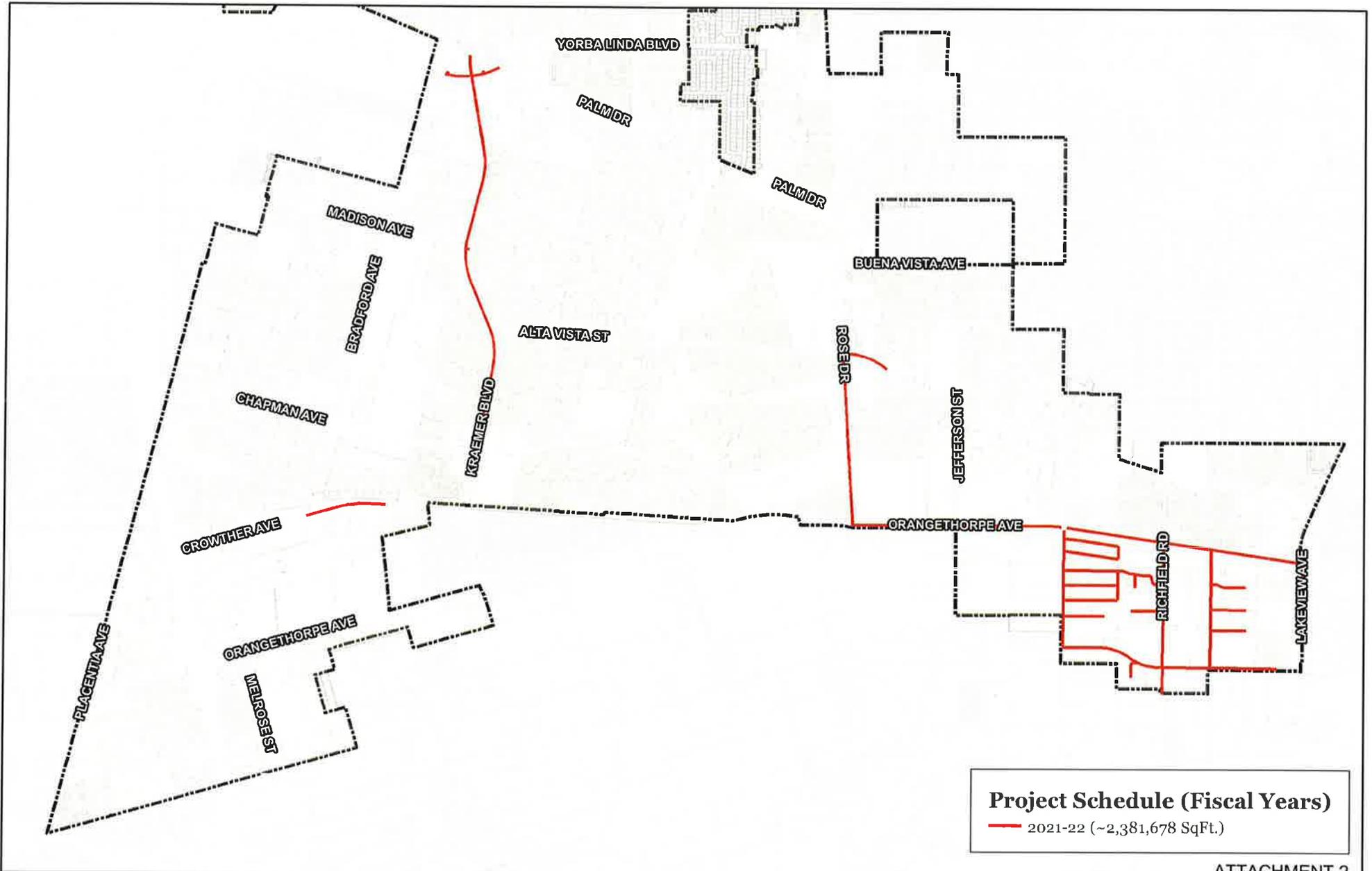
I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 3rd day of May 2022 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Robert S. McKinnell, City Clerk

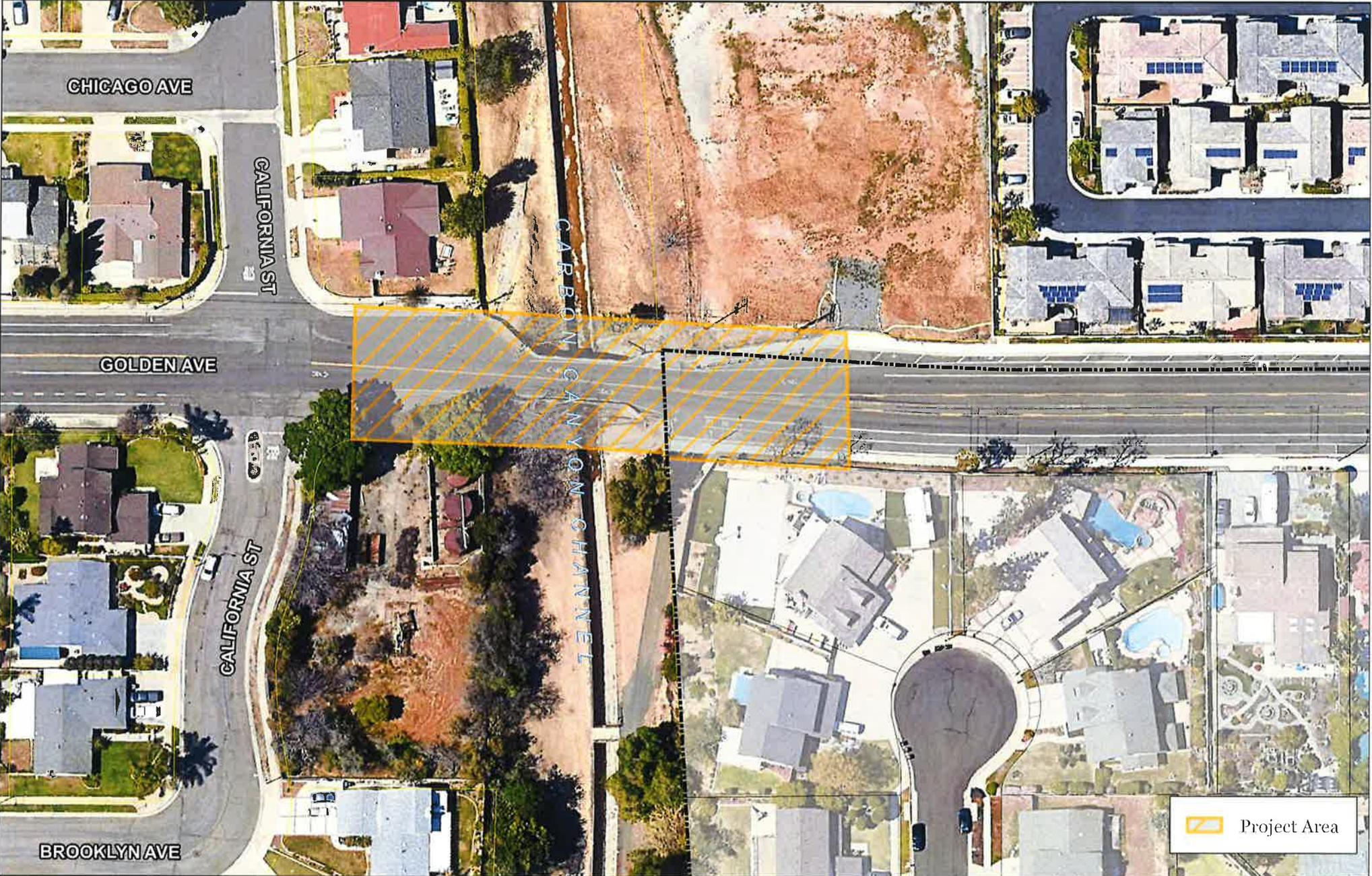
APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney



Project Schedule (Fiscal Years)
 — 2021-22 (~2,381,678 SqFt.)







Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: FIRE CHIEF

DATE: MAY 3, 2022

SUBJECT: **AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT WITH DENNIS GRUBB AND ASSOCIATES, LLC. FOR FIRE PREVENTION/FIRE MARSHAL SERVICES FOR PLACENTIA FIRE AND LIFE SAFETY DEPARTMENT**

FISCAL

IMPACT: \$50,000 – Department Contract Services (103066-6290), with at least 80% of revenue generated by fire inspection and permit fees offsetting this expense.

SUMMARY:

On June 4, 2019, the City Council voted to establish the Placentia Fire & Life Safety Department (PFLSD). As part of that decision, the City Council directed the City Administrator to take the necessary steps to implement the Department, which includes taking steps to ensure that buildings within city limits are regularly inspected for fire safety. On October 4, 2021, a Professional Services Agreement (PSA) was executed with Dennis Grubb and Associates, LLC (DGA) to provide the PFLSD with various fire prevention related services including, but not limited to, fire plan review, fire prevention inspections, and acting as the City's Fire Marshal.

The PSA with DGA originally included a two-year contract term with the contract amount of \$24,500 which was approved under the purview of the City Administrator's signature authority. DGA began fire prevention services in January 2022, and due to the backlog of inspections due in the city, as well as taking over other Fire preventative responsibilities, PFLSD needed to increase the contract to \$50,000 in March 2022. However, the backlog still exists and PFLSD has not yet hired in-house fire prevention staff and is requesting to increase the compensation for the amended contract with DGA to \$100,000 – resulting in Amendment 2 (Attachment 1).

The proposed Amendment is being presented for City Council consideration to allow DGA to continue providing inspection and fire prevention services.

RECOMMENDATION:

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

1. Approve Amendment No. 2 to the Professional Services Agreement with Dennis Grubb and Associates LLC. to increase the compensation from \$50,000 to \$100,000; and

1.e.
May 3, 2022

2. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

Fire prevention services are an integral part of a full-service municipal fire department. The State of California determines that certain businesses require fire inspections as part of their ongoing operations. The PFLSD was not initially set up to independently begin these inspections or review fire plans without utilizing the services of an experienced consultant. When the initial contract was drafted, several fire prevention agencies were contacted to submit proposals, and ultimately Dennis Grubb and Associates was awarded a contract due to their pricing and record of excellent service within Orange County.

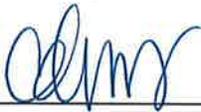
The aforementioned contract will fulfill a temporary role until such time as the PFLSD is able to hire an in-house Fire Marshal and Fire Prevention Specialist. Ultimately, the goal is to have DGA support in-house PFLSD staff on an "as needed" basis until such time as PFLSD can complete the backlogged inspections for the City.

To continue their support during this divisional stand up period, Staff recommends increasing the contract award by \$50,000 to allow DGA to provide the needed fire inspection support services. No other changes to the agreement are proposed, nor is the rate of compensation paid under the existing terms of the agreement.

FISCAL IMPACT:

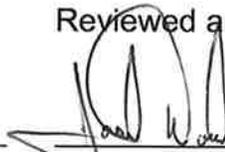
The fiscal impact of the proposed contract amendment is \$50,000. This impact will be offset as the PFLSD will soon have an updated Fire Fee Schedule to generate revenue for these services and recover at least 80% of the inspection and permit fees. Once the fee schedule is implemented on July 1, 2022, the updated fire prevention services rates will recover the costs of in-house staff with support by DGA.

Prepared by:



Crystal Adams
Management Analyst

Reviewed and approved:



Jason Dobine
Fire Chief

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Amendment No. 2 to Professional Services Agreement with Dennis Grubb and Associates
2. Dennis Grubb and Associates Agreement (Executed)

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
WITH
DENNIS GRUBB AND ASSOCIATES, LLC**

This Amendment No. 2 (“Amendment”) to Professional Services Agreement is made and entered into effective the 3rd day of May, 2022, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation (“CITY”), and Dennis Grubb and Associates, LLC, a California corporation (hereinafter “CONSULTANT”). CITY and CONSULTANT are sometimes hereinafter individually referred to as “Party” and or collectively referred to as the “Parties.”

A. Recitals.

(i). CITY and CONSULTANT entered into a Professional Services Agreement (“Agreement”) effective October 26, 2021 through which CONSULTANT has been providing professional services as more fully explained in the Scope of Services attached to the Agreement as Exhibit “A.”

(ii). Due to a large backlog of work to be completed, on March 1, 2022 the Parties executed Amendment No. 1 to increase CONSULTANT’S compensation from \$24,500.00 to \$50,000.00. The parties now seek to increase CONSULTANT’S compensation from \$50,000 to \$100,000.00 to continue to address the large backlog of work to be completed.

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

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

B. Amendment to Agreement.

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

Consultant shall be paid in accordance with the fee schedule set forth in Exhibit “A”. Consultant’s total compensation shall not exceed One Hundred Thousand Dollars (\$100,000.00).

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

3. The Agreement, all amendments together with this Amendment No. 2 and all Exhibits attached thereto, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other modification of the Agreement, as modified by this Amendment No.

2 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

4. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 2 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the Parties have caused Amendment No. 2 to the Professional Services Agreement are to be executed as of the day and year first above written.

CONSULTANT

CITY OF PLACENTIA

By: _____
Dennis Grubb, Consultant

By: _____
Damien R. Arrula, City Administrator

ATTEST:

By: _____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

By: _____
Christian L. Bettenhausen, City Attorney

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
DENNIS GRUBB AND ASSOCIATES, LLC**

THIS AGREEMENT is made and entered into this 26th day of October, 2021 (Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Dennis Grubb and Associates, LLC, a California corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide fire plan check, inspection, and prevention services related to fire and life safety, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Twenty-Four Thousand Five Hundred Dollars (\$24,500.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services.

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

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

3.0. TIME OF PERFORMANCE

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

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

Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 24 months, ending on October 26, 2023, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

The Consultant reserves and has the right of canceling this Agreement for any reason. The Consultant shall provide a written notification to the City a minimum of 30 calendar days prior to the termination this agreement.

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

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

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

4.3. Compensation. In the event of termination, City shall pay Consultant for

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

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

5.0. INSURANCE

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

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits that the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

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

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

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

- (a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to

immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Dennis Grubb and Associates,
LLC
6560 Van Buren Blvd., Ste. B
Riverside, CA 92503
Tel: (951) 772-0007
Attn: Dennis Grubb

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: (714) 993-8135
Fax: (714) 961-0283
Attn: Fire Chief

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

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

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

hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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

any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

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

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

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this

Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

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

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

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

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

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

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

6.24. Severability. If any provision of this Agreement is determined by a court of

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

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

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

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

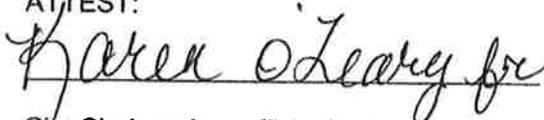
CITY OF PLACENTIA,
A municipal corporation



Damien Arrula, City Administrator

Date: 12/1/21

ATTEST:



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

Date: 12/1/21

CONSULTANT


Signature

Date: 10/26/21

Dennis J. Grubb, Owner
Name and Title

20-8680376
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:


Christian L. Bettenhausen, City Attorney

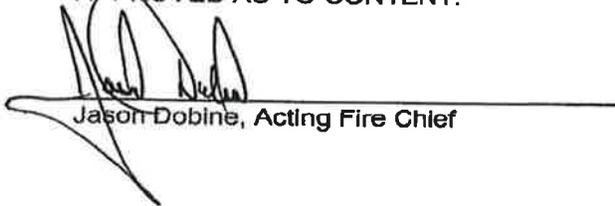
Date: 11/17/21

APPROVED AS TO INSURANCE:


Rosanna Ramirez, Risk Management

Date: 11/18/21

APPROVED AS TO CONTENT:


Jason Dobine, Acting Fire Chief

Date: 10.27.20th 2021

EXHIBIT A
CONSULTANT'S PROPOSAL AND SCOPE OF WORK



Dennis Grubb and Associates, LLC

Assisting Cities Build Safe Communities

June 6, 2021

Placentia Fire Department
Attn: Chief Van Gieson
401 E. Chapman
Placentia, CA. 92870

Subject: Contract Adjustment

Dear Chief Van Gieson,

Dennis Grubb & Associates, LLC (DGA) is pleased to submit this proposal to provide professional Fire Plan Review and Inspection Services to Placentia Fire Department. This proposal outlines all the elements that make DGA a high-quality solution to the Placentia Fire Department's needs, including our experienced personnel and our range of Fire Prevention services.

The following characteristics make Dennis Grubb & Associates, LLC uniquely qualified to service the Placentia Fire Department:

- Experienced plan review and inspections with specific technical skills in fire code application
- DGA specializes exclusively in fire life safety plan review and inspections
- Training experience for both the public and private sectors
- Electronic plan review capability utilizing Bluebeam software
- We are a *local* firm whose associates are well-versed in local, regional and state policies and practices
- Associates possess core business skills including strong verbal & written communication skills, professionalism & teamwork, proficiency in MS Office, Outlook, Windows and a variety of fire prevention software packages
- Competitive fees
- Excellent references (upon request)

6560 Van Buren Blvd, Ste B, Riverside, CA. 92503
(800) 975-7395 * (951)772-0007

DGA Qualifications

Our associates each have over 20+ years of direct fire plan review and inspection experience working directly with Public Fire Agencies

DGA possess the certifications and qualifications required and are highly experienced in the use and content of all California Building Standards Codes (DGA resumes can be provided upon request)

All associates are proficient in:

- Fire Sprinklers
- Fire Alarm and Monitoring Systems
- Underground Water Supply
- Fire Pumps
- Special, clean agent system
- Commercial Cooking fire protection
- High Piled Storage
- Above and Below Ground Tank Storage
- Refueling Station
- Hazardous Material
- Combustible Dust
- Battery Systems
- Compressed Gas Systems (Medical, Industrial)
- Chemical Classification
- Fire service related architectural requirements

Scope of Work

- Pick up and drop off plans at Placentia Fire Department or use a courier/mail service (at the expense of DGA) within the stated turnaround time.
- Verify plan compliance with adopted state & local codes/ordinances including updates
- Communicate corrections with applicant and Placentia Fire Department as directed
- Stamp plans in a manner as directed by the Placentia Fire Department.
- Be available for phone calls or in-person meetings with Placentia Fire Department as needed
- Assist with adopting and administering the Fire Code as needed.
- Conducting fire life safety inspections of new construction and limited annual inspections for complex facilities.
- Inspections for public firework display inspections.
- Responding to public Fire Code inquires.
- Plan review to ensure compliance with all applicable codes.
- Provide input to the Planning Department for new development and provide project specific conditions as applicable.

**6560 Van Buren Blvd, Ste B, Riverside, CA. 92503
(800) 975-7395 * (951)772-0007**

- Review and provide response to Fire Code alternate means & methods/practical difficulty requests after consultation with the Fire Chief.
- Provide engine company training in Fire Code/Standards related inspections.
- Provide guidance documents and standards to assist residents/businesses with understanding Fire Code requirements.
- Other duties as needed and agreed to between DGA and the Placentia Fire Department.

To fulfill the scope of work, DGA will provide the Placentia Fire Department a Senior Fire Inspector one day a week for 8 hours. DGA will coordinate with Placentia Fire Department the date and time of all inspections. In the event the new construction inspection workload exceeds the capacity of the single inspector, DGA will provide an additional inspector as the DGA's schedule and workload allows.

Plan Turnaround Plan Review Times:

- Initial review – 10 city business days from time of receipt
- Resubmittals – 7 city business days from time of receipt

Fees:

Plan Review

DGA fees are based on a flat fee. The fee is for the first and second plan check and includes the plan review, administrative work, and shipping. If additional review/s are required there is a flat fee per submittal (outlined below):

FD Access	\$370
Alarm System	\$330
Sprinkler System – TI	\$295
Sprinkler – TI with calculations	\$350
Sprinkler System – New	\$490
Additional Riser/Floor Control in Same Building	\$170
Underground	\$475
Fire Pump	\$530
Standpipe System	\$250
Engineered System (H&D, Clean Agent, etc) per System	\$270
Special System/ Process (HPS, AST, UST, Spray Booth etc.) ea	\$380
Hazardous Material Disclosure	\$840
Architectural- TI	\$375
Architectural- New	\$580
Architectural – New \geq 4-story or R-1/R-2 with more than 50 units	\$710

Development Review (CUP, Tract Map, Etc.)	\$370
Revision	\$220
Additional Reviews (Past 2 nd)	\$220
Expedite Plan Check (per submittal)	\$200
Time & Material (Hourly Rate)	\$120

Inspections

Field Inspection/Training/Site Visits are charged at \$100 per hour, with a one-hour minimum + .5 Hr per day for travel which covers cost of mileage). Early or after hours or weekend inspections will be charged a minimum of four-hour minimum + .5 hr for travel.

Inspection Scheduling (Option)

DGA offers an option for new construction inspection scheduling at \$30 per day

I look forward to working with Placentia Fire Department. Should you have any questions or need additional information you can contact me directly at (951) 218-5482.

Sincerely,



Dennis J. Grubb, CFPE
President

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/30/2021

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

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

PRODUCER LOU GRANDE P.O. BOX 147 NORCO, CA 92860	CONTACT NAME: KARRIE MANRIQUEZ PHONE (A/C, No, Ext): 951-737-2682 E-MAIL ADDRESS: LOU@LOUGRANDE.COM	FAX (A/C, No): 951-736-1875
	INSURER(S) AFFORDING COVERAGE	
INSURED DENNIS J GRUBB 4680 MILLBROOK AVE RIVERSIDE, CA 92509	INSURER A: State Farm Mutual Automobile Insurance Company	NAIC # 25178
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	4399936-F08-75B	06/08/2021	06/08/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: automobiles owned, leased, hired, or borrowed by the Consultant.

CERTIFICATE HOLDER PLACENTIA FIRE AND LIFE SAFETY DEPARTMENT CITY OF PLACENTIA 401 E. CHAPMAN AVE PLACENTIA, CA 92870	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



Policy certificate

Insurance effected through the Coverholder:

CFC Underwriting Limited
85 Gracechurch Street
London EC3V 0AA
United Kingdom

PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY.

This Certificate is issued by the Coverholder in accordance with the authorization granted to the Coverholder under the Binding Authority Agreement with the Unique Market Reference stated within this Policy. This Policy comprises a Certificate, the Declarations page, Wording and all other provisions and conditions attached and any endorsements issued.

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this Policy.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

In Witness whereof this Certificate has been signed by:

A handwritten signature in black ink, appearing to read "ARH", followed by a horizontal flourish.

Authorized Official

Please examine this document carefully. If it does not meet your needs, please contact your broker immediately. In all communications the policy number appearing overleaf should be quoted.



NO FLAT CANCELLATION

DECLARATIONS

POLICY NUMBER: PSJ0028842707

UNIQUE MARKET REFERENCES: B087520C9N5051
B087520C9N5053

THE INSURED: Dennis Grubb and Associates

ADDRESS: 6560 Van Buren Boulevard, #B
Riverside, CA 92503
US

THE UNDERWRITERS: Underwritten by certain underwriters at Lloyd's and other insurers

THE INCEPTION DATE: 00:01 Local Standard Time on 17 Mar 2021

THE EXPIRY DATE: 00:01 Local Standard Time on 17 Mar 2022

TOTAL PAYABLE: USD4,373.00

Broken down as follows:

Premium: USD4,023.00

Policy Administration Fee: USD350.00

BUSINESS ACTIVITIES: Fire and Compliance Code Consulting Services

CHOICE OF LAW: California

SERVICE OF SUIT: Foley & Lardner LLP
555 California Street, Suite 1700
San Francisco, CA 94104-1520

LEGAL ACTION: Worldwide

TERRITORIAL SCOPE: Worldwide

US CLASSIFICATION: Surplus Lines

SURPLUS LINES BROKER: Licence No. : 0705050
2002 E McFadden Ave, Suite 100
Santa Ana
92705

RETROACTIVE DATE(S):

Professional Liability: 17 Mar 2021

General Liability: 17 Mar 2021, in respect of **INSURING CLAUSE 3 (SECTION F only)**

OPTIONAL EXTENDED REPORTING PERIOD: 12 months for 100% of applicable annualized premium

CLAIMS MANAGER: CFC Underwriting Limited
Please report all new claims to:
newclaims@cfcunderwriting.com

WORDING: Professions (US) v3.1

ENDORSEMENTS: Complaints Notice (USA)
U.S. Terrorism Risk Insurance Act of 2002 As Amended
Not Purchased Clause



Premium	\$4,023.00
Carrier-fee	\$ 350.00
Broker -fee	\$ 250.00
Stamp Fee	\$ 10.93
State Tax	\$ 131.19
Total	\$4,765.12

12/14/2021 10:00 AM



DECLARATIONS

INSURING CLAUSE 1: PROFESSIONAL LIABILITY

ALL SECTIONS COMBINED

Aggregate limit of liability: USD1,000,000 in the aggregate

SECTION A: ERRORS AND OMISSIONS

Limit of liability: USD1,000,000 each and every claim, including **costs and expenses**

Deductible: USD2,500 each and every claim, including **costs and expenses**

SECTION B: BREACH OF CONTRACT

Limit of liability: USD1,000,000 each and every claim, including **costs and expenses**

Deductible: USD2,500 each and every claim, including **costs and expenses**

SECTION C: SUB-CONTRACTOR VICARIOUS LIABILITY

Limit of liability: USD1,000,000 each and every claim, including **costs and expenses**

Deductible: USD2,500 each and every claim, including **costs and expenses**

SECTION D: CONTINGENT BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Limit of liability: USD1,000,000 each and every claim, including **costs and expenses**

Deductible: USD2,500 each and every claim, including **costs and expenses**

SECTION E: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

Limit of liability: USD1,000,000 each and every claim, including **costs and expenses**

Deductible: USD2,500 each and every claim, including **costs and expenses**

SECTION F: POLLUTION LIABILITY

Limit of liability: USD1,000,000 each and every claim, including **costs and expenses**

Deductible: USD2,500 each and every claim, including **costs and expenses**

SECTION G: REGULATORY COSTS AND FINES

Limit of liability: USD1,000,000 each and every claim, including **costs and expenses**

Deductible: USD2,500 each and every claim, including **costs and expenses**



SECTION H: DISHONESTY OF EMPLOYEES

Limit of liability:	USD1,000,000	each and every claim, including costs and expenses
Deductible:	USD2,500	each and every claim, including costs and expenses

SECTION I: PAYMENT OF WITHHELD FEES

Limit of liability:	USD1,000,000	each and every claim, including costs and expenses
Deductible:	USD2,500	each and every claim, including costs and expenses

INSURING CLAUSE 2: CYBER AND PRIVACY

NO COVER GIVEN

INSURING CLAUSE 3: COMMERCIAL GENERAL LIABILITY

ALL SECTIONS COMBINED

Aggregate limit of liability:	USD2,000,000	in the aggregate
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SECTION A: BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Limit of liability:	USD1,000,000	each and every claim, including costs and expenses
Deductible:	USD1,000	each and every claim, including costs and expenses

SECTION B: PERSONAL AND ADVERTISING INJURY

Limit of liability:	USD1,000,000	each and every claim, including costs and expenses
Deductible:	USD1,000	each and every claim, including costs and expenses

SECTION C: PRODUCTS AND COMPLETED OPERATIONS LIABILITY

Aggregate limit of liability:	USD1,000,000	in the aggregate, including costs and expenses
Deductible:	USD1,000	each and every claim, including costs and expenses

SECTION D: TENANTS' LEGAL LIABILITY

Aggregate limit of liability:	USD250,000	in the aggregate, including costs and expenses
Deductible:	USD1,000	each and every claim, including costs and expenses



SECTION E: MEDICAL EXPENSES

Limit of liability:	USD5,000	each and every claim
Deductible:	USD0	each and every claim

SECTION F: EMPLOYEE BENEFITS LIABILITY

Aggregate limit of liability:	USD1,000,000	in the aggregate, including costs and expenses
Deductible:	USD1,000	each and every claim, including costs and expenses

SECTION G: NON-OWNED AND HIRED AUTOMOBILE LIABILITY

Limit of liability:	USD1,000,000	each and every claim, including costs and expenses
Deductible:	USD2,500	each and every claim, including costs and expenses

SECTION H: LIABILITY FOR DAMAGE TO HIRED OR LEASED AUTOMOBILES

Limit of liability:	USD50,000	each and every claim, including costs and expenses
Deductible:	USD2,500	each and every claim, including costs and expenses

INSURING CLAUSE 4: COMMERCIAL PROPERTY

NO COVER GIVEN

INSURING CLAUSE 5: BUSINESS INTERRUPTION

NO COVER GIVEN

INSURING CLAUSE 6: LOSS MITIGATION

Aggregate limit of liability:	USD1,000,000	in the aggregate, including costs and expenses
Deductible:	USD0	each and every claim, including costs and expenses

INSURING CLAUSE 7: COURT ATTENDANCE COSTS

Aggregate limit of liability:	USD100,000	in the aggregate, including costs and expenses
Deductible:	USD0	each and every claim, including costs and expenses

INSURING CLAUSE 8: REPUTATION AND BRAND PROTECTION

Aggregate limit of liability:	USD100,000	in the aggregate, including costs and expenses
Deductible:	USD0	each and every claim, including costs and expenses



OUR REGULATORY STATUS

CFC Underwriting Limited is authorised and regulated by the United Kingdom Financial Conduct Authority (FCA). CFC Underwriting Limited's Firm Reference Number at the FCA is 312848. These details may be checked by visiting the Financial Conduct Authority website at <https://register.fca.org.uk/>. Alternatively, the Financial Conduct Authority may be contacted on +44 (0)20 7066 1000.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations to you in respect of insurance policies that we have underwritten on behalf of insurers. This depends on the type of business and the circumstances of the claim. In respect of general insurance business the FSCS will cover 90% of the claim, without any upper limit and for compulsory classes of insurance, the FSCS will cover 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

HOW TO COMPLAIN - USA

We intend to provide an excellent service to you. However, we recognize that there may be occasions when you feel that this has not been achieved. If you are unhappy with any aspect of the service that you receive from us, please contact your insurance broker in the first instance, stating the nature of your complaint, the certificate and/or claim number.

Alternatively, you can contact us directly at enquiries@cfcunderwriting.com or please write to:

Chief Executive Officer
CFC Underwriting Limited
85 Gracechurch Street
London EC3V 0AA
United Kingdom

If you remain dissatisfied after we have considered your complaint and provided our response, you may have the right to refer your complaint to the Department of Insurance in your State for review.

You will be provided with further information about your complaint escalation rights to the Department of Insurance in your State by us on receipt of your complaint.

The existence of this complaints procedure does not affect your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.



DATA PROTECTION NOTICE

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations. Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

The information we collect and use includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

We will process individual insured's details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice and applicable data protection laws.

To enable us to use individual insured's details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured this notice, on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice, please contact us directly at enquiries@cfcunderwriting.com.

For more information about how we use your personal information please see our full privacy notice, which is available online on our website at:

<http://www.cfcunderwriting.com/privacy>



**U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED NOT PURCHASED
CLAUSE**

ATTACHING TO POLICY NUMBER: PSJ0028842707
THE INSURED: Dennis Grubb and Associates
WITH EFFECT FROM: 17 Mar 2021

This **CLAUSE** is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended, as summarized in the disclosure notice.

It is hereby noted that **we** have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and **you** have declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this Policy.

All other terms, **CONDITIONS** and **EXCLUSIONS** of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5390 (Amended)
09 January 2020

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE
POLICY**

DL Policy No. 4399936-F08-75B

FE-8809

SECTION II ADDITIONAL INSURED ENDORSEMENT



Policy No.: 4399936-F08-75B

Named Insured: **DENNIS GRUBB & ASSOCIATES LLC**

Additional Insured (Include address): _____

CITY OF PLACENTIA
401 E. CHAPMAN AVENUE
PLACENTIA, CA 92870

WHO IS AN INSURED, under SECTION II DESIGNATION OF INSURED, is amended to include as an insured the Additional Insured shown above, but only to the extent that liability is imposed on that Additional Insured solely because of your work performed for that Additional Insured shown above.

Any insurance provided to the Additional Insured shall only apply with respect to a claim made or a suit brought for damages for which you are provided coverage.

The Primary Insurance coverage below applies only when there is an "X" in the box.

- Primary Insurance.** The insurance provided to the Additional Insured shown above shall be primary insurance. Any insurance carried by the Additional Insured shall be noncontributory with respect to coverage provided to you.

All other policy provisions apply.

FE-8809

Printed in U.S.A.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER: 83SBANX2247 THE HARTFORD INSURANCE CO.

COMMERCIAL GENERAL LIABILITY

NAMED INSURED: DENNIS GRUBB & ASSOCIATES

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS – ONGOING AND COMPLETED OPS**

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

Name of Person or Organization: CITY OF PLACENTIA

City of Placentia, its officers, and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.

(If no entry appears above, information required to complete this endorsement will be shown in the Declaration as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

PRIMARY INSURANCE AND NON CONTRIBUTORY CLAUSE

Such insurance as is afforded by this policy is primary insurance and non-contributing coverage for "ongoing" and "completed operations". No other insurance of the Additional Insureds will be called upon to contribute to a loss.

Such Insurance as is afforded by this policy for the additional insured shown in the schedule of this endorsement shall apply as primary insurance and will not seek contribution from any other insurance maintained by such additional insured for "ongoing" and "completed" operations.

WAIVER OF SUBROGATION

General Liability Insurance and Workers Compensation policy shall include a WAIVER OF SUBROGATED ENDORSEMENT whereby the subcontractor waives any right or claim to be subrogated on payment of loss or otherwise to any claim against the contractor or owner and waves any right against contractor or owner.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

We waive any right of recovery we may have against:

1. Any person or organization shown in the Declarations, or
2. Any person or organization with whom you have a contract that requires such waiver.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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

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

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

Any person or organization as required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	4/1/2021	Policy No. QWC1148262	Endorsement No. 0
Insured	DENNIS GRUBB AND ASSOCIATES LLC		Premium \$ 508
Insurance Company	Sequoia Insurance Company		

Countersigned by _____





Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR/PUBLIC SERVICES AND INFRASTRUCTURE

DATE: MAY 3, 2022

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH JBA CONSULTING ENGINEERS, INC., DBA NV5 (NV5) FOR THE PLACENTIA CITY HALL & POLICE STATION HVAC, SOLAR, AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE PROJECT

FISCAL
IMPACT:

EXPENSE: \$349,065	PROFESSIONAL SERVICES AGREEMENT
\$ 34,906	CONTINGENCY AMOUNT
	(105207-6850) & (105209-6850)
BUDGET: \$2,000,000	CITY HALL HVAC PROJECT (105207-6850)
\$ 600,000	CITY HALL SOLAR PROJECT (105209-6850)

SUMMARY:

On February 3, 2022, Staff solicited proposals from qualified engineering firms with experience in the areas of HVAC and solar design and energy audits for large and modern facilities. The scope of services includes evaluation and design for a series of improvements to optimize energy efficiency and cost savings as well as climate control within the City Hall and Police Station buildings and to provide a fully permitted and approved bid-ready engineered plans and bid documents. The project will also include a new solar and battery energy system to power both buildings and new electric vehicle (EV) charging infrastructure to support the City's EV fleet and future expansion. The Placentia City Council has allocated funding for this project in the City's Capital Improvement Program Budget which the City envisions delivering by using the traditional Public Works design, bid, and build methodology.

On March 3, 2022, the City received two (2) proposals and after a comprehensive review of each proposal by the Request for Proposal (RFP) Review Committee, NV5 was selected as the top-ranked firm, based on their extensive experience in the analysis and design for HVAC and Solar power systems for large municipalities and agencies.

RECOMMENDATION:

It is recommended that City Council take the following actions:

3.a.
May 3, 2022

1. Approve a Professional Services Agreement with JBA Consulting Engineers, Inc. dba: NV5 to provide engineering design and construction bid documents for the Placentia City Hall and Police Station HVAC System and Solar Energy Project in an amount not-to-exceed \$349,065; and
2. Authorize the City Administrator to approve change orders up to 10% of the total contract amount, or \$34,906; and
3. Authorize the City Administrator to execute the above-mentioned Professional Services Agreement, in a form approved by the City Attorney.

DISCUSSION:

Placentia City Hall and the attached police station building complex were constructed in 1974 and much of the building's HVAC mechanical equipment is original and has outlived its useful service life. The building is approximately 25,000 square feet in size and over the years, the interior workspaces within the building footprint have been modified to accommodate new uses and additional staffing changes. Most, if not all the existing HVAC equipment has reached the end of its useful service life and requires replacement to ensure functionality, reduce maintenance costs, and to improve energy efficiency. The new proposed HVAC system will include air balancing and greater control over adjusting temperatures in individual offices and workspaces, allowing for more customized settings throughout the building to provide a higher degree of climate comfort. The existing pneumatic thermostat control system will be entirely replaced with a new electronic system using more modern touchscreen control systems and the ability to integrate with the existing building automation system as well as applications for mobile devices.

A complementary component to the HVAC equipment replacement effort will be to build a new solar and battery storage system paired with new highly efficient mechanical equipment. The City envisions installing a series of new solar panels as carports in the Civic Center parking lot as well as the Police Department and management parking lots. The new battery storage system will be designed to provide uninterrupted power supply to the buildings. The new solar system is intended to produce most of the building's energy needs during the day while utilizing charged battery systems to operate the building at night during peak time of use hours. The consultant team will also evaluate the City's existing EV charging infrastructure and design improvements that will allow the systems to operate more efficiently. The project will also replace the public charging station with a new pay station. In addition, the consultant team will also design a new Level III charging station to provide added capacity for future expansion as the City transitions to an all EV fleet over the next decade.

As part of this project the consultant is tasked with preparing a separate set of engineered improvement plans, bid documents and technical specifications for the solar and battery improvements as the City will solicit separate bids for that component of the project. The consultant team will ensure that the plans for the HVAC/mechanical improvements and the solar/battery improvements have been coordinated and allows for the solar contractor to "plug and play" the new solar and battery system into the City's new HVAC system at City Hall. NV5

has assembled a team of qualified in-house and subconsultants to provide all associated civil, mechanical, electrical, and structural engineering services, bidding, and construction assistance (including but not limited to shop drawing review and responses to requests for information) and preparation of separate and complete Plans, Specifications, and Estimates (PS&E) packages for the HVAC improvements and solar/energy storage component of the project. Prior to this effort, NV5 will complete an energy use audit.

On February 3, 2022, Staff solicited proposals from qualified engineering firms with experience in the evaluation and design for modern and efficient HVAC and Solar systems. Staff received two (2) proposals and after a comprehensive review of both proposals by the Request for Proposal (RFP) Review Committee, NV5 was selected as the top-ranked firm, based upon their team's extensive experience in the analysis and design for HVAC and Solar power systems for large municipalities and agencies. The RFP Review Committee consisted of the Deputy City Administrator, City Engineer, and the Director of Development Services. The cumulative composite score for each firm's proposal is noted below:

Ranking	Consultant	Total Score
1	NV5	90
2	Kitchell	75

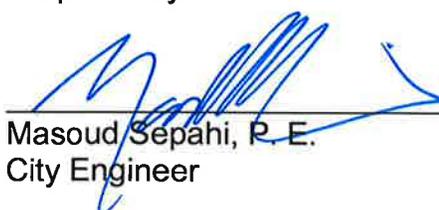
Based upon their experience and reference checks, Staff recommends awarding a professional services contract to JBA Consulting Engineers, Inc. (NV5) for this project. The engineering design effort is estimated to be completed within 8 months and will be followed by bid and award of a construction contract.

FISCAL IMPACT:

The City Council has allocated a total of \$2.6 million for this project in the City's 2021-22 Capital Improvement Program Budget. The not-to-exceed cost for the design services amounts to \$383,971. This amount includes 10% design contingency as well. As such, sufficient funds exist for the recommended actions.

Prepared by:

Reviewed and approved:


Masoud Sepahi, P. E.
City Engineer

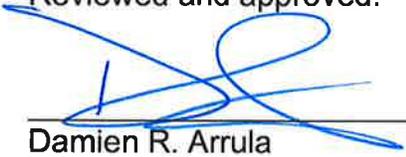

Jennifer Lampman
Director of Finance

Reviewed and approved:



Luis Estevez
Deputy City Administrator

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Agreement with NV5

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
JBA CONSULTING ENGINEERS, INC. DBA NV5**

THIS AGREEMENT is made and entered into this 3RD day of May, 2022 (Effective Date”), by and between the CITY OF PLACENTIA, a municipal corporation (“City”), and NV5, a State of California Corporation (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide professional engineering design services for the Placentia City Hall and Police Station HVAC system replacement and solar energy project, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant’s Proposal (“Proposal”), attached hereto as Exhibit “A” and incorporated herein by this reference.

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

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

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

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Three Hundred Forty Nine Thousand and Sixty Five Dollars (\$349,065.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services.

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

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

3.0. TIME OF PERFORMANCE

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance

with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 36 months, ending on April 19th, 2025, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including

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

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

5.0. INSURANCE

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

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

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

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

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

- (a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and

submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

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

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

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of

Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

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

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

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

IF TO CONSULTANT:

NV5
163 Technology Drive, Suite 100
Irvine, CA 92618

Tel: 651-634-7230

Fax:
Attn: Daniel Kolimar
Executive Director

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870

Tel: 714-993-8132

Fax: 714-961-0283
Attn: Masoud Sepahi City
Engineer

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

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

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign,

transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

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

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

performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

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

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

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

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

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

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

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

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a

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

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

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

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

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

CITY OF PLACENTIA,
A municipal corporation

Damien Arrula, City Administrator

Date: _____

ATTEST:

Robert McKinnell,
Clerk of the City of Placentia

CONSULTANT:



Signature

Date: 04/13/2022

DANIEL KOLIMAR - EXECUTIVE DIRECTOR
Name and Title

88-0098495
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Risk Management

Date: _____

APPROVED AS TO CONTENT:

Masoud Sepahi, City Engineer

Date: _____

DEPARTMENTAL APPROVAL

Luis Estevez, Deputy City Administrator

Date: _____

NV5 PROPOSAL FOR: PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE PLACENTIA CITY HALL AND POLICE STATION HVAC SYSTEM REPLACEMENT AND SOLAR ENERGY PROJECT

DUE DATE: MARCH 3, 2022

Prepared For:

CITY OF PLACENTIA

Attn: Luis Estevez
Deputy City Administrator
401 East Chapman Avenue
Placentia, CA 92870
Phone: (714) 993-8148
Email: lestevez@placentia.org



N|V|5

163 TECHNOLOGY DR
SUITE 100
IRVINE, CA 92618
P: 651.634.7230
P60022-0002090.00

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2.1 COVER LETTER

March 3, 2022

Attn: Luis Estevez
 Deputy City Administrator
 City of Placentia
 401 East Chapman Avenue
 Placentia, CA 92870
 Phone: (714) 993-8148
 Email: lestevez@placentia.org

Re: Request for Proposals Professional Engineering Design Services for the Placentia City Hall and Police Station HVAC System Replacement and Solar Energy Project, NV5 Proposal No. P60022-0002090.00

Dear Luis,

JBA Consulting Engineers, Inc. dba NV5 (NV5) is pleased to provide this proposal engineering design services related to the Placentia City Hall and Police Station HVAC System Replacement and Solar Energy Project in Placentia, California. This project will include review of energy consumption, replacement of HVAC systems, incorporation of Solar PV and battery storage, replacement of a generator, and associated civil works for the City Hall and police station. Our proposal represents our commitment to working with your team to ensure the intent of the project is preserved and the goals outlined in the RFP document are met.

NV5 is a premier provider of engineering consulting services related to; energy efficiency, renewable energy, building services, resiliency, and civil engineering. Our team is committed to ensuring the needs of the City are kept at the forefront of design decisions and through the construction and operation process. Our team has designed and managed over 2 billion dollars of solar energy projects.

We approach our design projects as a partnership and will work with the City to create a path to a more resilient and sustainable future for the City Hall and police station. Our engineers will design under applicable Federal, State, and Local codes, and will utilize industry best practices throughout the design process.

We thank you for your consideration of our proposal. NV5 intends to adhere to the provisions described in this RFP and we intend to honor our commitment to entering into a binding contract. Please reach out to Daniel Kolimar at Daniel.Kolimar@NV5.com or 949.310.2911, or you can reach out to David Niknafs at David.Niknafs@NV5.com or 949.419.3030.

Sincerely,



Daniel Kolimar
 Executive Director

163 Technology Dr, Suite 100 | Irvine, CA 92618 | www.NV5.com | Office: 651.634.7230
 CONSTRUCTION QUALITY ASSURANCE - INFRASTRUCTURE - ENERGY - PROGRAM MANAGEMENT - ENVIRONMENTAL

3.3 EXECUTIVE SUMMARY

EXECUTIVE SUMMARY FOR PLACENTIA

PROJECT UNDERSTANDING

We understand the project to be located in Placentia, CA and consists of the modernization of the existing Placentia City Hall and the attached police station (approximately 25,000 square feet). The scope will include an assessment of the City Hall and Police Stations existing HVAC equipment, review the existing occupied office spaces, analyze recent energy costs, and develop a program to replace the existing equipment with new modern and efficient systems.

NV5 understands the intent is to add solar photo voltaic system(s) to the police station and City hall and provide Battery Energy Storage Systems to provide some level of building energy backup and improve the building resiliency. It is understood that space planning has not been performed prior to this project and that will need to be reviewed during the preliminary stages of the project.

The modernization will include the integration of the Carrier i-Vu plus with XT-Link building automated control system installed in 2019. Provide improved air balancing, and provide greater control over adjusting temperature in individual spaces throughout. All new air handling units specified will be equipped with air purification and filtration systems. The modernization will also include the replacement of the existing diesel powered backup generator for emergency power. The HVAC/mechanical improvements will be coordinated to allow for the solar contractor to “plug and play” the new solar and battery system into the City’s new HVAC system. We will provide coordination with the construction phasing plan to assist with maintaining the best possible operation of the existing facilities during construction.

The existing HVAC and Electrical systems included in the modernization are as follows.

City Hall mechanical room and generator

1. Two (2) Bohn air handling units.
2. Two (2) 2HP chilled water pumps.
3. One (1) 500k BTU Raypak boiler.
4. Two (2) 1HP hot water pumps.
5. One (1) 3HP air compressor.
6. One (1) 200-kw emergency diesel powered generator
7. One (1) 75-gallon water heater. Equipment Replacement only)
8. 7.5-ton package HVAC unit and split system in the mechanical room.

City Hall Roof and Electrical room.

1. 100-ton chiller, a 100-ton cooling tower, and a condensing water pump.
2. 2-ton, 3-ton, and 5-ton package HVAC units.
3. three (3) 1/2HP exhaust fans, and two (2) 1/4HP exhaust fans.
4. A 1/2HP fan in the main electrical room.

The IT server and television production room

1. Two (2) 2-ton split systems.
2. One (1) roof-mounted split system serving the front community room.

3.4 PROJECT TEAM ORGANIZATION

NV5 HISTORY AND EXPERIENCE

Established in 1949 and located in Hollywood, Florida, NV5 Global provides technical engineering and consulting solutions. NV5 serves public and private sector clients in the infrastructure, energy, construction, real estate, and environmental markets. Over the years, NV5 has expanded its business through organic growth as well as acquisitions to better serve our clients' compliance, technology, and engineering consulting needs. We collaborate with clients to plan, design, build, assess, certify, and monitor projects that improve the communities where we live and work. Our mission is to play a significant role in shaping and strengthening our communities through the services we provide.

Our role in planning community buildings, healthcare and industrial facilities, laboratories, schools and universities, retail and office buildings, airports, and hotels allows us to develop engineering and technology systems that enhance our communities' most vital establishments. Whether we are engineering the electric/gas systems that power businesses, designing innovative technology to be used in educational settings, or providing WELL performance testing and LEED services to promote more sustainable design, our work makes a difference.

NV5 takes pride in helping our clients develop high-quality, cost-effective, and sustainable projects that deliver solutions and improve lives.

Contact Info: Daniel Kolimar at Daniel.Kolimar@NV5.com or 949.310.2911. David Niknafs at David.Niknafs@NV5.com or 949.419.3030.

For more information, please go to www.NV5.com.

ENGINEERING & TECHNOLOGY SERVICES

- Acoustics & Noise/Vibration Control
- Audiovisual
- Code Consulting
- Commissioning & Retro-Commissioning
- Electrical Engineering
- Energy & Sustainability
- Fire Protection & Life Safety
- Intelligent Buildings
- IT/ICT/Telecommunications
- Master Planning
- Mechanical Engineering
- Monitoring Based Commissioning
- Owner Representation
- Plumbing Engineering
- Program Management
- Security & Surveillance
- Site & Civil Engineering
- Strategic Technology Planning
- Structural Engineering
- Theatre & Studio Lighting

ENR
Engineering News-Record

#27 Top 500 Design Firms 2021

#14 Top 100 Pure Designers 2021

TOP RANKED

#1 2020 **HOT FIRM**
ZWEIG GROUP

BUILDING DESIGN + CONSTRUCTION

#8 Top 40 Engineering Architecture Firms 2021

CONSULTING - SPECIFYING

engineer

#19 Cx Giants 2021

#18 MEP Giants 2021

FORTUNE

#83 100 Fastest Growing Companies 2020

Forbes

#77 America's Best Small Companies 2022

100 LOCATIONS WORLDWIDE

3,300 EMPLOYEES

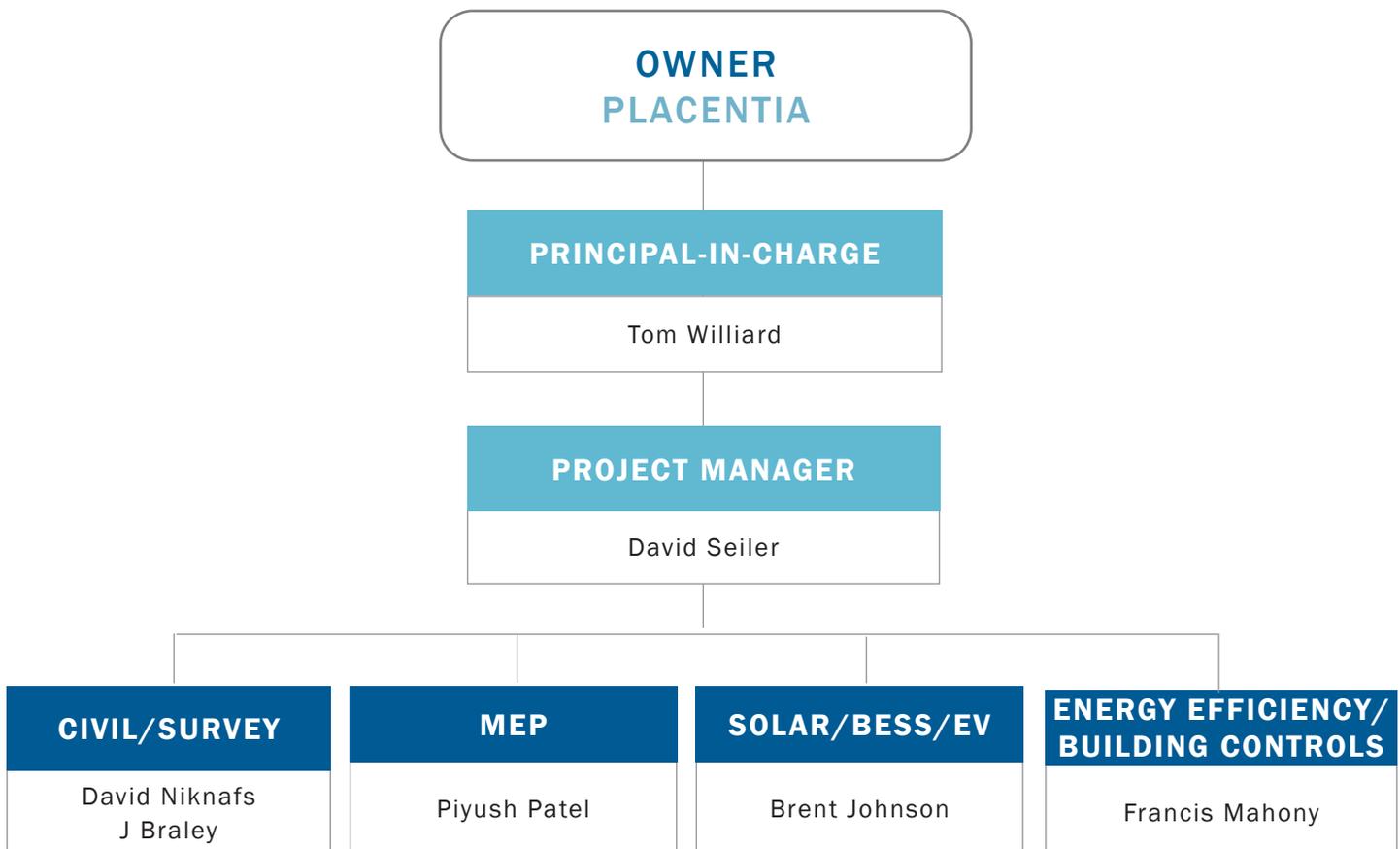
1,500 TECHNICALLY LICENSED

3.4 PROJECT TEAM ORGANIZATION

NV5 will act as the prime consultant on this project and will not be utilizing any subconsultants for the Scope of Work as outlined below in Section 3.7. NV5 requests that contact is maintained with Daniel Kolimar or David Niknafs through the channels outlined in the Cover Letter.

NV5 intends to utilize a more extensive team than outlined below, as needed, and will endeavor to utilize the team as presented in the Organizational Chart and resumes provided. Our Quality Assurance process will ensure that appropriate team members are utilized throughout the project and during project reviews. Below are the list of Placentia projects NV5 has worked on and Organization Chart detailing the roles of key team members :

NV5's Placentia Work History	
Placentia City Hall - Solar Project	Placentia, Crowther Sanitary Sewer
Long Beach On Call Survey	Placentia-ADA Ramps Trumpet Ave-Wagner
Placentia - ADA Ramp Improvements	Placentia-On Call Construction & Inspect
Placentia - Undergrd Utility-Santa Fe-Main	Placentia-Res St Slurry Seal-Arterial
Placentia FY2019-20 Slurry Seal and Road	Placentia-Residential Street Improvement
Placentia, 2019-20 Arterial Roadwy Rehab	Placentia-Task Order 1, Chapman-Ruby Dr
City of Placentia-Utility Undergrounding	



3.4 PROJECT TEAM ORGANIZATION



EES | ENERGY

San Rafael, CA
 Tom.Williard@NV5.com
 415.847.9066

EXPERIENCE

18 years renewable energy
 8 years engineering management
 20 years electrical engineering

TOM WILLIARD VICE PRESIDENT

Mr. Williard has more than 18 years of experience in energy consulting and development of energy sector businesses, with a focus on the development of technical and financial models to predict potential energy asset allocation and financial performance. He served as CEO of Sage Energy Consulting from its founding in 2009 until its acquisition by NV5 in 2021. In 2013, Mr. Williard cofounded SolEd Benefit Corporation and wrote the project financial models used to structure PPA and lease financings that reduced the cost of renewable energy projects for public schools. In 2005, he cofounded Solmetric, which developed the SunEye, a high-precision instrument now widely used in the solar industry to measure shade characteristics. In 2001, he cofounded System Design, a renewable energy system design and due diligence company. Prior to 2001, Mr. Williard also provided engineering management consulting to startup and early-stage companies and served for seven years as an elected public school trustee in Marin County. He provides financial, policy, and technical oversight for all company projects, and provides expert testimony for clients and industry groups.

Project Experience

**4.4 MW SOLAR PV, BESS, AND MICROGRIDS
 SANTA BARBARA UNIFIED SCHOOL DISTRICT
 K-12 SCHOOL DISTRICT**
 Santa Barbara, CA

**24.5 MW OF SOLAR PV ON 27 DISTRICT SITES, MICROGRID FEASIBILITY
 KERN HIGH SCHOOL DISTRICT
 K-12 SCHOOL DISTRICT**
 Bakersfield, CA

**MUNICIPAL MICROGRID
 CITY OF GONZALES
 LOCAL GOVERNMENT**
 Gonzales, CA

**ZERO NET ENERGY STUDY, 11.4 MW SOLAR PV PPA RES-BCT, ENERGY MASTERPLANNING
 SANTA CLARA COUNTY
 LOCAL GOVERNMENT**
 San Jose, CA

**7MW SOLAR PV, 1.5MW/3.0MWH BESS, MICROGRID FEASIBILITY STUDY AND DESIGN ASSISTANCE
 SAN MATEO COMMUNITY COLLEGE DISTRICT
 HIGHER EDUCATION**
 San Mateo County, CA

**1.9 MWP SOLAR PV AT TWO CITY FACILITIES
 CITY OF ONTARIO
 LOCAL GOVERNMENT**
 Ontario, CA

**MICROGRID EVALUATION
 CONTRA COSTA COUNTY OFFICE OF EDUCATION
 LOCAL GOVERNMENT**
 Contra Costa County, CA

3.4 PROJECT TEAM ORGANIZATION



EES | ENERGY

San Rafael, CA
 David.Seiler@NV5.com
 415.323.0921

EXPERIENCE

19 years in the solar industry
 7 years in renewable energy
 project management

DAVID SEILER SENIOR ASSOCIATE/BUSINESS DEVELOPMENT

Mr. Seiler is an electrical engineer with over nineteen years of experience in the energy and solar PV sector, including project feasibility analysis, design, development, installation, and commissioning. At Sage, he manages solar and storage/microgrid feasibility and planning studies, reviews solar PV design and proposals, manages contractor selection, and supports contract negotiation. In his role of Director of Business Development, Mr. Seiler is also responsible for developing and supporting strategies focused on driving revenue growth and exploring new markets. He designs and executes marketing campaigns to promote new partners and opportunities.

Mr. Seiler has been deeply involved with the design, construction, and implementation of dozens of commercial solar PV systems for public and private clients in California. His experience includes quantitative and qualitative analysis of proposals and presentation of analyses to help clients determine the best solution for their needs. Prior to joining Sage, Mr. Seiler worked for a well-regarded solar EPC firm, focused on commercial and public works, so he brings the latest market knowledge and best practices to Sage. He led solar projects from design to closeout, including managing subcontractors and overseeing construction. He understands projects from the perspectives of all the stakeholders.

Project Experience

**LARGE-SCALE SOLAR
 UNDISCLOSED ENERGY COMPANY**
 COMMERCIAL/INDUSTRIAL
 Western U.S.

**SAN FRANCISCO PUBLIC UTILITIES
 COMMISSION AND CLEANPOWERSF**
 PUBLIC UTILITY
 San Francisco, CA

SAN DIEGO HIGH SCHOOL
 K-12 SCHOOL DISTRICT
 San Diego, CA

**6.2 MWP SOLAR PV ON 20 SITES
 AND 1.3 MW BATTERY STORAGE ON
 5 SITES**
**TEMECULA VALLEY UNIFIED
 SCHOOL DISTRICT**
 K-12 SCHOOL DISTRICT
 Temecula, CA

**545 KWP SOLAR PV CANOPY TO
 GENERATE POWER**
**ANAHEIM TRANSPORTATION
 NETWORK**
 TRANSPORTATION
 Anaheim, CA

3.4 PROJECT TEAM ORGANIZATION

CONTACT INFO

David.Niknafs@NV5.com

EDUCATION

M.S. Civil Engineering

B.S. Civil Engineering

EXPERIENCE

30 years

LICENSES

Civil Engineer (CA)

No. 42697

AFFILIATIONS

American Public Works Association (APWA)

American Society of Civil Engineers (ASCE)

Transportation & Development Institute

DAVID NIKNAFS, PE

CIVIL — PROJECT MANAGER

Mr. Niknafs has more than 30 years of civil engineering experience in the public and private sectors working on various capital improvement projects and has extensive experience working as a project director and project manager. He has managed numerous public works and development projects, including roadways, bridges, drainage, sewer, water, underground utilities, building facilities and related infrastructure improvement projects.

Project Experience

RESIDENTIAL SLURRY SEAL AND ARTERIAL ROADWAY REHABILITATION
CITY OF PLACENTIA
 PROJECT MANAGER
 Placentia, CA

ADA CURB RAMP RECONSTRUCTION PROJECT
CITY OF PLACENTIA
 PROJECT MANAGER
 Placentia, CA

RESIDENTIAL STREET REHABILITATION PROJECT
CITY OF PLACENTIA
 PROJECT MANAGER
 Placentia, CA

HESSE COMMUNITY PARKING LOT IMPROVEMENTS
CITY OF RANCHO PALOS VERDES
 QA/QC MANAGER
 Rancho Palos Verdes, CA

TEWINKLE PARK ADA WALKWAYS AND PARKING LOT IMPROVEMENTS
CITY OF COSTA MESA
 PROJECT MANAGER
 City of Costa Mesa, CA

BARK PARK AND PARKING LOT IMPROVEMENTS
CITY OF COSTA MESA
 PROJECT MANAGER
 City of Costa Mesa, CA

JIM GILLIAM PARK IMPROVEMENTS
CITY OF LOS ANGELES
 PROJECT MANAGER
 Las Angeles, CA

JACK HAMMETT SPORTS COMPLEX
CITY OF COSTA MESA
 PROJECT MANAGER
 City of Costa Mesa, CA

FIRE STATION NO. 20 THE IRVINE COMPANY
 PROJECT MANAGER
 Irvine, CA

ADA IMPROVEMENTS AT VARIOUS PARKS
CITY OF CORONA
 PROJECT MANAGER
 Corona, CA

3.4 PROJECT TEAM ORGANIZATION



MECHANICAL

piyush.patel@nv5.com

EDUCATION

MS in Mechanical Engineering
University of Bridgeport, CT

EXPERIENCE

15 years

AFFILIATIONS

American Society of Heating,
Refrigeration and Air Conditioning
Engineers (ASHRAE)

PIYUSH PATEL

Sr. Project Manager

Piyush Patel has over 15 years of experience in the HVAC mechanical industry. Mr. Patel has been involved with numerous projects such as healthcare, commercial real estate, government, aviation, education, residential, transportation and retail facilities. During his engineering experience, Mr. Patel has worked as a designer, HVAC project design engineer, and project manager.

As project consultant his primary duties include field investigations, HVAC load calculations using the California Administrative Code Title 24 energy compliance documents, design of HVAC systems, preparation of project specifications and cost estimates, performance of mechanical peer review, attendance at project meetings, construction meetings and project coordination.

Project Experience

PALOMAR COMMUNITY COLLEGE DISTRICT, INDUSTRIAL TECHNOLOGY CENTER*

HIGHER EDUCATION
Palomar, CA

ART CENTER COLLEGE OF DESIGN*

HIGHER EDUCATION
Pasadena, CA

LOS ANGELES VALLEY COLLEGE

HIGHER EDUCATION
Los Angeles, CA

SAN DIEGO CITY SCHOOLS, SHERMAN ELEMENTARY SCHOOL*

K-12 EDUCATION
San Diego, CA

FONTANA UNIFIED SCHOOL DISTRICT, CITRUS CONTINUATION HIGH SCHOOL*

K-12 EDUCATION
Fontana, CA

HYUNDAI CAPITAL, 17TH AND 19TH FLOOR*

COMMERCIAL OFFICE
Irvine, CA

REEN STREET OFFICE BUILDING*

COMMERCIAL OFFICE
Pasadena, CA

OFFICES OF CONSULATE GENERAL OF MALAYSIA*

COMMERCIAL OFFICE
Los Angeles, CA

PARSONS EAST AND WEST ANNEX*

COMMERCIAL OFFICE
Pasadena, CA

SOUTHERN CALIFORNIA EDISON OFFICE BUILDING*

COMMERCIAL OFFICE
Rosemead, CA

PREMIER BUSINESS OFFICE RENOVATIONS*

COMMERCIAL OFFICE
Los Angeles, CA

ST. ROSE DOMINICAN HOSPITAL, SIENA CAMPUS

HEALTHCARE
Henderson, NV

*Project under previous employment

3.4 PROJECT TEAM ORGANIZATION



NV5 - EES | ENERGY

Orange County, CA

Francis.Mahony@energenz.com

562.999.6205

EDUCATION

BSc in Mechanical Engineering and Material Science, University of California, Los Angeles

MSc in Mechanical Engineering, University of California, Irvine

EXPERIENCE

11 years

CERTIFICATIONS

Professional Engineer (PE)
Project Management Professional (PMP)

Tridium Niagara 4 Technical Certification Program

American Automatrix - Cylon Engineering Center

SkySpark Essentials Certification

SkySpark Advanced Axon

DG Lux Programming Certification

Comptia Network +

OSHA 30-Hour Construction

Safety & Health Training

FRANCIS MAHONY BS, MS, PM, PMP ASSOCIATE PRINCIPAL

Francis Mahony excels in providing custom turnkey energy solutions. He has remarkable success working with building owners to optimize complex multi-functional systems including high-rise office buildings, hospitals, chemical and electronic laboratories, pharmaceutical facilities, K-12, colleges, high security federal and state facilities, and military level R&D and production clean rooms. Francis has extensive experience in providing solutions addressing each customer's unique needs including energy efficiency, occupant comfort, data acquisition, and enhancement of employee productivity. His comprehensive knowledge of mechanical systems, design review, controls architecture and sequence optimization, energy analysis and modeling, and construction management have led to the successful identification and implementation of cost effective enhancements.

Project Experience

GLENDALE COMMUNITY COLLEGE

EDUCATION
Glendale, CA

CITY OF HENDERSON

GOVERNMENT
Henderson, NV

UNIVERSITY OF IOWA BOWEN

BUILDING
EDUCATION
Iowa City, IA

CAESARS ENTERTAINMENT

CASINO
Various Locations

SMITHSONIAN MUSEUM

EDUCATION
Washington, DC

NORTHROP GRUMMAN

MILITARY FACILITIES
Redondo Beach, CA

VERIZON (8 FACILITIES)

MIXED-USE
Las Vegas, NV

LOS ANGELES COUNTY SHERIFF STATIONS (5 FACILITIES)

GOVERNMENT
Los Angeles, CA

TOOELE ARMY DEPOT (52 BUILDINGS)

MILITARY FACILITIES
Tooele, UT

FORT HUNTER LIGGETT

MILITARY FACILITIES
Fort Hunter, CA

VENETIAN DATA CENTER UPGRADE

INTEGRATED RESORT
Las Vegas, NV

TOOELE ARMY DEPOT (52 BUILDINGS)

MILITARY FACILITIES
Tooele, UT

NORTH CAROLINA STATE BUREAU OF INVESTIGATION

GOVERNMENT
Raleigh, NC

VA SAN DIEGO

HEALTHCARE
San Diego, CA

VISN1: VA NEW ENGLAND

HEALTHCARE
Multi-state

3.4 PROJECT TEAM ORGANIZATION



EES | ENERGY

San Rafael, CA
 Ilan.Fuss@NV5.com
 415.663.99914

EXPERIENCE

15 years in renewable energy
 7 years in project management

EDUCATION

BA in Economics, University of Washington, Seattle

CERTIFICATIONS

Solar Living Institute PV Design & Installation

AFFILIATIONS

California Solar + Storage Association (CalSSA)

ILAN FUSS ASSOCIATE PRINCIPAL

Mr. Fuss has 15 years of experience in renewable energy with a focus on project management, solar asset management, project finance, and financial modeling. Mr. Fuss joined Sage in 2015 and has led the development of Sage’s Solar Asset Management division, which focuses on auditing and improving the operational and financial performance of existing renewable energy projects. Mr. Fuss manages large and complex energy projects for clients including Alameda County Water District, Brentwood Unified School District, Vista Unified School District, and San Mateo County. Prior to joining Sage, Mr. Fuss worked for a leading solar contractor and focused on providing financing solutions for his clients through a network of strategic relationships and managed the RFP response team. His previous work experience includes several years of solar design and project development. As a Sage Associate Principal, he leads Solar Asset Management, manages projects in multiple phases, and provides oversight and review for the project management team.

Project Experience

24.5 MW OF SOLAR PV ON 27 DISTRICT SITES, MICROGRID FEASIBILITY KERN HIGH SCHOOL DISTRICT K-12 SCHOOL DISTRICT
 Bakersfield, CA

SOLAR PV FEASIBILITY STUDY PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT K-12 SCHOOL DISTRICT
 Placentia, CA

2.2 MW SOLAR PV AND 70+ EV CHARGING STATIONS, ZNE PLANNING AND IMPLEMENTATION SUPPORT SAN MATEO COUNTY LOCAL GOVERNMENT
 San Mateo County, CA

MICROGRID EVALUATION CONTRA COSTA COUNTY OFFICE OF EDUCATION LOCAL GOVERNMENT
 Contra Costa County, CA

6 MW OF SOLAR PV/BESS AT 7 POTENTIAL SITES WITH OPTIONAL FLOATING SOLAR ALAMEDA COUNTY WATER DISTRICT WATER/WASTEWATER
 Alameda County, CA

ASSET MANAGEMENT, PPA AND TARIFF REVIEW ROSAMOND COMMUNITY SERVICES DISTRICT WATER/WASTEWATER
 Rosamond, CA

3.4 PROJECT TEAM ORGANIZATION



NV5 - EES | ENERGY

Irvine, CA

Daniel.Kolimar@nv5.com

860.882.1515

EDUCATION

BS, Mechanical Engineering
University of Technology Sydney

EXPERIENCE

8 years

AFFILIATIONS

American Society of Heating,
Refrigeration and Air Conditioning
Engineers (ASHRAE)

Project Managers Institute

Engineers Australia

DANIEL KOLIMAR PROJECT MANAGER

Daniel Kolimar has seven years of engineering practice in the building services industry and has been responsible for the design of projects ranging from casinos, commercial retail properties, entertainment precincts and large residential complexes.

Daniel's recent experience is in providing solutions addressing each customer's unique needs including energy efficiency, occupant comfort, data acquisition, and control systems integration. This has led to a focus on cost effective measures to reduce his client's energy spend through the use of MBCx, and measurement and verification studies to confirm the achieved energy savings.

Project Experience

CITY OF HENDERSON

CONTROLS UPGRADE

Henderson, NV

SANTA CATALINA ISLAND

ENERGY EFFICIENCY/DEMAND
RESPONSE

Santa Catalina Island, CA

LA MESA POLICE

STATION GOVERNMENT | PUBLIC
WORKS

ENERGY EFFICIENCY/DEMAND
RESPONSE

La Mesa, CA

BOYD GAMING - MBCX

INTEGRATED RESORTS

Las Vegas, NV

BOYD GAMING - M&V

INTEGRATED RESORTS

Las Vegas, NV

CHOCTAW EXPANSION - RIGHT SIZING

INTEGRATED RESORTS

Durant, OK

TABLE MOUNTAIN - RIGHT SIZING

INTEGRATED RESORTS

Friant, CA

3.4 PROJECT TEAM ORGANIZATION



EES | ENERGY

San Rafael, CA
 Megan.Dawe@NV5.com
 415.663.99914

EXPERIENCE

9 years in building energy analysis
 7 years in energy code research and consulting
 4 years in quantitative analysis

EDUCATION

MS, Architecture, Building Science, and Technology, University of California, Berkeley
 BS, Environmental Studies, University of California, Santa Barbara

CERTIFICATIONS

LEED Green Associate

MEGAN DAWE, LEED GA SENIOR DATA SCIENTIST

Megan Dawe is a skilled data scientist with experience in energy savings analysis, model development, and energy efficiency. At Sage, she performs energy modeling, financial modeling, field assessments, and geospatial analysis, and also manages several projects. Before starting at Sage, Ms. Dawe performed energy savings analyses and developed models for commercial building energy efficiency. She evaluates the effectiveness of energy efficiency measures using system data and utility bills. She also contributed to cost-effectiveness analyses for building energy code development, including Title 24 and local zero net energy codes. She has published research quantifying and analyzing outdoor and indoor air quality data gathered during California wildfires; evaluating industry claims about thermal comfort in commercial buildings; and assessing trends in commercial zero net energy buildings and integrated design processes.

Project Experience

SOLAR PV AND EV PLANNING
CONFIDENTIAL CLIENT
 TRANSPORTATION
 Colorado, California, and Texas

FLEET ELECTRIFICATION STRATEGIC ROADMAP AND DEMONSTRATIONS
CONFIDENTIAL CLIENT
 COMMERCIAL/INDUSTRIAL
 Nationwide

3.4 PROJECT TEAM ORGANIZATION



ELECTRICAL

Daniel.Mendez@nv5.com

EXPERIENCE

16 years

EDUCATION

BS in Electrical Engineering
California State University
Los Angeles, CA

DANIEL MENDEZ SENIOR PROJECT CONSULTANT

Daniel brings NV5 over 16 years of experience in electrical engineering. He has worked on hospitality, commercial and high-rise projects. He is experienced in lighting, power and distribution systems for building electrical construction. He is also very knowledgeable in Title 24 analysis and coordination with clients. The wide variety of projects he has worked on in Southern California and the United States has given him a strong background in the NEC and CEC as well as other applicable codes. He oversees a number of projects as the electrical discipline manager for the Orange County office where he provides guidance of several designers and engineers.

Project Experience

EAST MESA DETENTION FACILITY
GOVERNMENT | PUBLIC WORKS
San Diego, CA

UNITED HEALTH GROUP
HEALTHCARE
Laguna Hills, CA

CCDC, NORTH TOWER PHASE 2
GOVERNMENT | PUBLIC WORKS
Las Vegas, NV

UNITED HEALTH GROUP
HEALTHCARE
Huntington Beach, CA

**COSTA MESA SANITARY DISTRICT
CORPORATE YARD***
GOVERNMENT | PUBLIC WORKS
Costa Mesa, CA

UNITED HEALTH GROUP
HEALTHCARE
Rancho Santa Margarita, CA

**CITY OF CHULA VISTA ELECTRICAL
UPGRADES**
GOVERNMENT | PUBLIC WORKS
Chula Vista, CA

HOLY CROSS MEDICAL CENTER
HEALTHCARE
Mission Hills, CA

HOAG HEALTH CENTER
HEALTHCARE
Huntington Beach, CA

**PASADENA MEDICAL CENTER
RENOVATION**
HEALTHCARE
Pasadena, CA

**GRAND VALLEY HEALTH CARE
CENTER**
HEALTHCARE
Van Nuys, CA

SCE FEDERAL CREDIT UNION
COMMERCIAL
Boyle Heights, CA

**TAYANI EYE INSTITUTE, SURGERY
SUITE***
HEALTHCARE
San Clemente, CA

BANK OF AMERICA
COMMERCIAL
Rowland Heights, CA

3.4 PROJECT TEAM ORGANIZATION



MECHANICAL

Hung.Nguyen@nv5.com

EXPERIENCE

28 years

EDUCATION

Bachelor of Science
Hue University – Vietnam

Diploma of Mechanical Systems
Technology

British Columbia Institute of
Technology

AFFILIATIONS

American Society of Heating,
Refrigeration and Air Conditioning
Engineers (ASHRAE)

HUNG NGUYEN SR. PROJECT CONSULTANT

Hung Nguyen is a senior mechanical designer with over 28 years of mechanical engineering experience designing a variety of correctional, industrial commercial, institutional, healthcare, hotels and large residential buildings. He brings extensive design knowledge and dedication to the fields of practice plumbing, heating, ventilation and air conditioning for various types of buildings. He specializes in technical and complex designs including new construction; existing building renovations; Design-build, Design-bid-build project delivery; central plant design; California Energy Code analysis; heat gain load calculations; and construction administration. His involvement in projects includes initial design conception through to substantial completion of construction.

Project Experience

PLAQUEMINES PARISH SHERIFF'S OFFICE TRAINING FACILITY

GOVERNMENT | PUBLIC WORKS
Braithwaite, LA

BANK OF AMERICA, MANCHESTER BRANCH

COMMERCIAL
Los Angeles, CA

NORTH FRASER PRE-TRIAL CENTER*

GOVERNMENT | PUBLIC WORKS
Port Coquitlam, BC

POWERCO OFFICE

COMMERCIAL
Sylmar, CA

OKANAGAN CORRECTIONAL CENTER*

GOVERNMENT | PUBLIC WORKS
Kelowna, BC

QUALCOMM, BUILDING B

COMMERCIAL
Sylmar, CA

HOLLYDALE COMMUNITY CENTER

RECREATION
Southgate, CA

SAN DIEGO, CA WELLS FARGO, BANK (LEED GOLD)

COMMERCIAL
Los Angeles, CA

WESTLAKE VILLAGE PARK & YMCA

RECREATION
Westlake Village, CA

CITRUS VALLEY MEDICAL CENTER

HEALTHCARE
Covina, CA

WATERSIDE CENTER OFFICE COMPLEX

COMMERCIAL
Ontario, CA

CITY OF HOPE, OUTPATIENT SURGERY CENTER (LEED SILVER)

HEALTHCARE
Duarte, CA

TUTOR SALIBA, OFFICE ADDITION PHASE 1 AND 2

COMMERCIAL
Sylmar, CA

COMMUNITY HOSPITAL OF LONG BEACH

HEALTHCARE
Long Beach, CA

3.4 PROJECT TEAM ORGANIZATION



MECHANICAL

John.Chu@nv5.com

EXPERIENCE

24 years

EDUCATION

BS, Mechanical Engineering
Cal Poly, San Luis Obispo, CA

AFFILIATIONS

American Society of Heating,
Refrigeration and Air Conditioning
(ASHRAE)

REGISTRATIONS

Mechanical Engineer
CA

JOHN CHU, PE SENIOR PROJECT ENGINEER

John Chu has over 24 year of experience with HVAC design and project management. He has been managing in-house engineers & designers of both HVAC and Plumbing disciplines for the past 5 years. Project experiences include high school campuses, various hospitals, office buildings, and office & retail spaces at various terminals in LAX; these projects require extensive coordination with DSA, OSHPD, LADBS, LAUSD, and LAWA.

Project Experience

**NORMAN PARK SENIOR CENTER
HVAC UPGRADE**
GOVERNMENT | PUBLIC WORKS
Chula Vista, CA

**KEN LEE OFFICE BUILDING TITLE 24
UPDATE**
GOVERNMENT | PUBLIC WORKS
Chula Vista, CA

LA FAMILY BRIDGE HOUSING*
GOVERNMENT | PUBLIC WORKS
Canoga Park, CA

**MURRIETA POLICE DEPARTMENT
OFFICE IMPROVEMENTS**
GOVERNMENT | PUBLIC WORKS
Murrieta, CA

**PACOIMA EMPLOYMENT OFFICE
BLDG***
COMMERCIAL OFFICE
Pacoima, CA

**KOREAN CARGO OFFICE SPACE
REMODEL***
COMMERCIAL OFFICE
Inglewood, CA

AMGEN BLDG 28 OFFICE BUILDING*
COMMERCIAL OFFICE
Thousand Oaks, CA

**WESTERN ASSETS OFFICE
BUILDING***
COMMERCIAL OFFICE
Pasadena, CA

**PARK HYATT AVIARA RENOVATION
HOTELS**
Carlsbad, CA

**SAN MANUEL OFFICE BUILDING
RENOVATION**
NATIVE AMERICAN
Highland, CA

HENRY MAYO HOSPITAL ICU DEPT.*
HEALTHCARE
Valencia, CA

**HENRY MAYO HOSPITAL NICU
DEPT.***
HEALTHCARE
Valencia, CA

**HENRY MAYO HOSPITAL HEART OR
REMODEL***
HEALTHCARE
Valencia, CA

3.4 PROJECT TEAM ORGANIZATION



ELECTRICAL

rick.reyburn@nv5.com

EDUCATION

BS in Electrical Engineering
Michigan State University

EXPERIENCE

35 years

REGISTRATIONS

Electrical Engineer
AL, AK, AR, CA, CO, CT, DC, FL, ID, IL, IN, IA, KS, KY, LA, MD, MI, MS, MO, NV, NJ, NM, NY, ND, OK, OR, TN, TX, UT, VA, WA, WI

AFFILIATIONS

International Association of Electrical Inspectors (IAEI)

RICK REYBURN, PE

Managing Technical Director of Electrical

Rick Reyburn has been an electrical engineer for over 35 years, designing for commercial, industrial, governmental, healthcare and institutional facilities. Mr. Reyburn specializes in the casino and hospitality industry, working on small projects to facilities costing over \$2 billion. He has been an active senior associate member of the International Association of Electrical Inspectors for over 34 years.

He has provided electrical engineering for projects all over the United States and is currently a registered professional engineer in 32 states and the District of Columbia. Mr. Reyburn's specialties include electrical engineering for master planning, schematic design, design development, construction documents and construction administration.

Project Experience

CITY OF LAS VEGAS DEVELOPMENT SERVICES BUILDING

GOVERNMENT | PUBLIC WORKS
Las Vegas, NV

PHOENIX BUILDING, MODIFICATIONS

GOVERNMENT | PUBLIC WORKS
Las Vegas, NV

CLARK COUNTY CORONER'S OFFICE, MODIFICATIONS

GOVERNMENT | PUBLIC WORKS
Las Vegas, NV

JEAN PRISON, MODIFICATIONS

GOVERNMENT | PUBLIC WORKS
Jean, NV

INDIAN SPRINGS PRISON MODIFICATIONS

GOVERNMENT | PUBLIC WORKS
Las Vegas, NV

REGIONAL JUSTICE CENTER, 3RD FLOOR

GOVERNMENT | PUBLIC WORKS
Las Vegas, NV

LVMPD METROCOMM BUILDING

GOVERNMENT | PUBLIC WORKS
Las Vegas, NV

CITY OF LAS VEGAS WATER POLLUTION CONTROL FACILITY

GOVERNMENT | PUBLIC WORKS
Las Vegas, NV

CLARK COUNTY DEPT OF AVIATION DISTRIBUTION CENTER AND MAINTENANCE FACILITY

GOVERNMENT | PUBLIC WORKS
Las Vegas, NV

CLARK COUNTY GOVERNMENT CENTER

GOVERNMENT | PUBLIC WORKS
Las Vegas, NV

SEVEN HILLS SURGERY CENTER STERILIZER & CHILLER UPGRADE

HEALTHCARE
Las Vegas, NV

SUMMERLIN HOSPITAL BOILER REPLACEMENT

HEALTHCARE
Summerlin, NV

DESERT SPRINGS REMODEL, ICU

HEALTHCARE
Las Vegas, NV

**Project under previous employment*

3.4 PROJECT TEAM ORGANIZATION



RYAN ISHINO, PE, RCDD, LEED AP Vice President

As Vice President, Ryan Ishino is responsible for driving revenue and project operations to deliver profitable projects and increase business revenue for the Electrical and Technology disciplines. Ryan’s extensive project operations experience includes financial, client management and project delivery responsibilities, and coordination of design and engineering efforts across multiple disciplines. In addition to being an avid advocate for innovative design technologies, Ryan is a registered Professional Engineer and specializes in technical and complex designs including hospitality, commercial, mission critical, healthcare, high-rise, and central plant sectors.

ELECTRICAL

ryan.ishino@NV5.com

EDUCATION

BS, Electrical Engineering
Colorado School of Mines

EXPERIENCE

15 years

REGISTRATIONS

Electrical Engineer
AZ, CA, CO, FL, KY, LA, NV, OK, OR

Registered Communications
Distribution Designer (RCDD)

LEED Accredited Professional

AFFILIATIONS

National Council of Examiners for
Engineering and Surveying (NCEES)

Institute of Electrical and
Electronics Engineers (IEEE)

Project Management Institute (PMI)

Building Industry Consulting
Services International (BICSI)

Project Experience

LAS VEGAS CITY HALL

GOVERNMENT | PUBLIC WORKS
Las Vegas, NV

CITY OF LAS VEGAS DEVELOPMENT SERVICES BUILDING

GOVERNMENT | PUBLIC WORKS
Las Vegas, NV

CLARK COUNTY REGIONAL JUSTICE CENTER

GOVERNMENT | PUBLIC WORKS
Las Vegas, NV

CLARK COUNTY DETENTION CENTER, NORTH TOWER PHASE II

GOVERNMENT | PUBLIC WORKS
Las Vegas, NV

EAST MESA DETENTION FACILITY

GOVERNMENT | PUBLIC WORKS
San Diego, CA

CHANNEL ISLAND ASC

HEALTHCARE
Oxnard, CA

CHINO VALLEY MEDICAL CENTER

HEALTHCARE
Chino, CA

HOAG HEALTH CENTER

HEALTHCARE
Huntington Beach, CA

KAISER BALDWIN PARK

HEALTHCARE
Baldwin Park, CA

KAISER BELLFLOWER MEDICAL OFFICE BUILDING

HEALTHCARE
Bellflower, CA

KAISER SOUTH BAY

HEALTHCARE
Harbor City, CA

COVENANT CARE ENCINITAS

HEALTHCARE
Encinitas, CA

GLENDALE MEMORIAL HOSPITAL

HEALTHCARE
Glendale, CA

LOS ANGELES COMMUNITY HOSPITAL

HEALTHCARE
Los Angeles, CA

**Project under previous employment*

3.4 PROJECT TEAM ORGANIZATION

CONTACT INFO

Art.Biscocho@NV5.com

EDUCATION

B.S. Civil Engineering

EXPERIENCE

30 years

ART BISCOCHO

CIVIL — PROJECT ENGINEER/DESIGNER

Mr. Biscocho has more than 30 years of experience as a Project Designer. He has a demonstrated ability to manage multiple projects from planning to construction closeout. He has a wealth of knowledge of the overall operational experience working with municipal agencies, and his qualifications include the ability to review and prepare construction plans, specifications and cost estimates; provide engineering counter assistance; process permits; and establish, maintain and foster positive working relationships with agency staff.

Project Experience

HCA 17TH STREET PARKING LOT REPAIR PROJECT ORANGE COUNTY PUBLIC WORKS PROJECT MANAGER

Mr. Biscocho prepared plans, specifications and estimates for the parking lot pavement conditions due to disrepair.
Santa Ana, CA

HESSE COMMUNITY PARKING LOT IMPROVEMENTS CITY OF RANCHO PALOS VERDES PROJECT MANAGER

Mr. Biscocho provided engineering design services for the Hesse Community Park Parking Lot Improvements project. The project consisted of the design of concept plans for parking lot pavement improvements and parking lot lighting improvements. Our services included preparation of concept plans and a preliminary cost estimate for the proposed improvements and attending progress and City Council meetings as necessary. Three design concepts were provided to the City and one was ultimately selected by the City Council.
Rancho Palos Verdes, CA

FIRE STATION NO. 61 CITY OF BUENA PARK PROJECT MANAGER

Mr. Biscocho is currently preparing plans, specifications and estimates for the design of a new fire station located on the southerly side of La Palma Avenue. Plans include precise grading plans, WQMP, SWPPP, domestic water, fire protection water and sewer utility plan, and perimeter wall plans.
Buena Park, CA

PAUL REVERE PARK CITY OF ANAHEIM PROJECT MANAGER

Mr. Biscocho prepared plans, specifications and estimates. The plans include pad elevations, site hardscape, contours, drainage inlets paving sections, fencing, and earthwork quantities. The plans also introduce recommendations on required BMPs to comply with water quality regulations and address any impacts to improvements within the City's right-of-way. We also prepared a preliminary cost estimate of the site improvements, including earthwork, hardscape and drainage improvements.
Anaheim, CA

3.4 PROJECT TEAM ORGANIZATION

CONTACT INFO

Mohemed.Lazim@NV5.com

EDUCATION

B.S. Civil Engineering

A.S. Mathematics and Engineering

EXPERIENCE

10 years

LICENSES/CERTIFICATES

Engineer-in-Training (CA)
No. 166401

MOHAMED LAZIM, EIT

CIVIL — CAD DESIGNER/ASSISTANT ENGINEER

Mr. Lazim has more than 10 years of experience as a project and design engineer on a variety of transportation and street projects for the private sector. He is an excellent communicator with staff, clients and the public, and is great working in both collaborative and independent environments. He is skilled in Microsoft Office and has extensive knowledge of AutoCAD and Civil 3D.

Project Experience

RESIDENTIAL SLURRY SEAL AND ARTERIAL ROADWAY REHABILITATION CITY OF PLACENTIA ASSISTANT ENGINEER

Mr. Lazim assisted the team in preparing plans, specifications and cost estimates for the City's Residential Slurry Seal and Arterial Roadway Rehabilitation projects. The projects included the slurry seal of residential roadway pavement and new arterial roadway pavement along with curb, gutter and sidewalk repairs, new ADA-compliant curb ramps, new pavement markings and signage, traffic signal modifications and other improvements and repairs as outlined by the City. Services provided include obtaining existing as-built plans and available pertinent data; taking pavement core samples; conducting field review and assessing pavement conditions; utility notification and coordination; preliminary and final bid packages; and construction support services. Placentia, CA

ADA CURB RAMP RECONSTRUCTION PROJECT CITY OF PLACENTIA ASSISTANT ENGINEER

Mr. Lazim assisted in preparing plans, specifications and cost estimates for the ADA Curb Ramp Reconstruction Project. Placentia, CA

RESIDENTIAL STREET REHABILITATION PROJECT CITY OF PLACENTIA ASSISTANT ENGINEER

Mr. Lazim assisted in preparing plans, specifications and cost estimates for the City's Residential Street Rehabilitation Project. The project included the rehabilitation of existing pavement. Services provided included obtaining existing as-built plans and available pertinent data; taking pavement core samples at five locations; conducting field review and assessing pavement conditions; utility notification and coordination; preliminary and final bid packages; and construction support services. Placentia, CA

HCA 17TH STREET PARKING LOT REPAIR PROJECT ORANGE COUNTY PUBLIC WORKS ASSISTANT ENGINEER

Mr. Lazim assisted the team in preparing plans, specifications and estimates for the parking lot pavement conditions due to disrepair.

3.5 RELEVANT PROJECT EXPERIENCE AND REFERENCES



Santa Barbara Unified School District – 4.4 MW Solar PV, BESS, and Microgrids

- 4.4 MWp of solar PV shade structures installed on 14 District sites
- Battery energy storage and resiliency microgrids at 6 District sites
- Self-Generation Incentive Program battery storage incentive applications management
- Construction value: Estimated \$40 million
- Expected up to \$8 million in savings over 28 years

Background

Sage is working with Santa Barbara USD to provide full feasibility, procurement, and project management services for solar PV, battery storage, and microgrid resiliency projects at up to 14 District sites. Working on an aggressive schedule, Sage performed feasibility analyses and developed an RFP to solicit PPA proposals. Sage administered the RFP process, review proposals, and assisted with vendor selection and contract negotiations. As the project progresses, Sage will provide support for construction management, DSA design and approval, and ongoing performance monitoring.

Microgrid resiliency investments will yield relatively high-value assets for the District and the surrounding community because the area's electric utility grid is vulnerable to outages from wildland fires or PSPS events. Meanwhile, savings from solar PV and BESS projects will be sufficient to offset the District's planned investments in microgrid resiliency. Further information about the project is available at <https://microgridknowledge.com/school-microgrids-santa-barbara/>.

Services Provided

Feasibility Planning • Financial & Performance Modeling • RFP / Vendor Selection • Contracting Assistance • Design Review • Construction Oversight • Interconnection Support • Commissioning Verification • Operations Asset Management

Reference

Steve Vizzolini, Director of Facilities and Modernization, svizzolini@sbunified.org, 805.963.4338 x6238

3.5 RELEVANT PROJECT EXPERIENCE AND REFERENCES



City Of Ontario Solar PV | Ontario, CA

- 1.9 MW solar PV at two City facilities, the Ontario Convention Center and Police Department
- Solar project included roof replacement project contiguous with solar project
- Assisted with ESCO procurement, including PV, storage and efficiency options across City's portfolio
- EV project support with cost modeling and rate setting across several City sites

Background

Sage was hired as the City of Ontario's renewable energy project consultant after being recommended by the City's legal counsel, Best, Best & Krieger, LLC. After presenting the findings of an investment-grade feasibility study to the City Council, Sage worked closely with City staff to develop and manage the RFP and vendor selection process for the project, which included new roofs and solar PV. Sage provided key contract negotiation assistance, design review, and applied for and is managing the City's California Solar Initiative incentives. Sage is currently providing enhanced commissioning and operational assistance for these systems.

Sage provided EV charging tariff analysis and implementation support for a utility EV program Sage also provided vendor selection support for ESCO services, which included evaluating proposals and participating in the vendor interview panel. Sage is continuing to provide services as needed for the City of Ontario. In May 2020, the client forwarded the selected ESCO's Investment-Grade Audit Report to Sage for quality assurance review and feedback.

Services Provided

Financial & Performance Modeling • Incentives Management • RFP Management & Contract Assistance • Design & Construction Support • Enhanced Commissioning • EV Charging Assistance • Operational Monitoring

Reference

Kim Ruddins, Sustainability Program Manager, City of Ontario Development Agency, 909.395.2169, KRuddins@ci.ontario.ca.us

3.5 RELEVANT PROJECT EXPERIENCE AND REFERENCES



City of Gonzales Municipal Microgrid | Gonzales, CA; 2017-ongoing

- Municipal electric utility establishment including formation and contract document review, utility rules, tariffs, procedures and forms creation
- Business Park Microgrid including ~15MW of solar PV, 40 MWh energy storage systems, 12 MW thermal generation, with integration of wind power, combined heat and power, landfill gas, and biogas

Background

Sage/NV5 is the Program Manager for the City of Gonzales’s municipal microgrid project. The Sage/NV5 team has provided and reviewed technical and economic modeling, and structuring options for a municipal microgrid to serve the City and private participants located in the City’s industrial park, consisting of large commercial/agricultural customers. The Phase 1 microgrid assets include ~15MW of solar PV, 40 MWh of energy storage systems, 12 MW of thermal generation, and customer-sited generation assets including 3MW of wind power, 10 MW combined heat and power (CHP), and 3 MW of solar PV. Landfill gas (LFG), agricultural industry biomass digestion for biogas production, and the balance of infrastructure required to design, build, own, operate and maintain the microgrid in parallel with utility distribution assets. As of Q1 2022, the project is in final design and financial due diligence, with CEQA and conditional use permits approved, and most other permits in legal review or submitted to AHJs. Active negotiations are taking place with PG&E and 3CE among other stakeholders.

Services Provided

Overall Program Management and Owner’s Engineer • Financial and performance modeling and due diligence review • Creation of customer electricity tariffs and policies, electric rules, procedures, and forms • Technical review of project contract and permit documents • project master scheduling • project liaison with contracted vendors

Reference

Rene Mendez, City Manager, City of Gonzales, 831.675.5000, rmendez@ci.gonzales.ca.us

3.5 RELEVANT PROJECT EXPERIENCE AND REFERENCES



Kern HSD – 27 MWp Solar PV PPA on 29 Sites | Bakersfield, CA | 2015–present

- **Largest Contracted Commitment to Solar by a U.S. School District**
- Phase 1 estimated \$80 million in savings over 25 years; project cost: \$68 Million
- 27 MWp of solar PV shade structures on 29 District sites; DSA
- Solar support at new campuses and detailed BESS screening; microgrid feasibility
- Project Dates: 2014-ongoing; project became operational in phases from 2016 to 2018

Background

In 2015, Kern High School District (KHSD) hired Sage to help develop a district-wide solar project. Beginning in early 2015, Sage ran a competitive RFP process, assisted with vendor selection and contracting, and has provided construction support, commissioning oversight, and operational assistance for the multi-phase, multi-year project. Through Sage’s efforts, KHSD entered into a PPA with SunPower Corporation to design and build 24.5 MW of solar canopy power systems constructed over parking lots and school property at 27 KHSD sites. Sage performed feasibility, cost-benefit, and electric rate analyses for each site and for the combined DER system installations. Technologies considered included solar PV, solar thermal, and battery storage. At least seven of these sites required either PG&E site transformer upgrades or main switchgear modifications and upgrades to interconnect the PV. Two sites required detailed utility system impact studies and utility upgrades to the local grid and node substation. Each site has pulse consumption meters and system monitoring that is integrated into KHSD’s EMCS. Sage delivered each component of the project on time and within budget constraints. After new Net Energy Metering criteria were announced to allow greater than 1 MW systems, Sage recommended increasing the project size by 2.5 MW for an additional \$2.1 million in lifetime savings. Sage is also providing asset management services to KHSD through 2021. Ongoing rate analysis resulted in rate optimization and correction of utility billing errors that saved an expected additional \$5M over 25 years. In total, KHSD estimates that it will save \$95 million in electricity costs over the next 25 years. Sage is currently providing support and managing the procurement process for a solar project at a new high school campus and is performing a microgrid feasibility study for the District Office.

Services Provided

Feasibility Study & Planning • RFP / Vendor Selection • Financial and Performance Modeling • Utility Incentives Management • Design/Construction Support • PG&E Interconnection Support • Third-Party Commissioning • Asset Management

References

Richard J. Ruiz, Director of Business Services, KHSD, 661.827.3122, rruiz@khsd.k12.ca.us

3.5 RELEVANT PROJECT EXPERIENCE AND REFERENCES



San Mateo Community College District | San Mateo County, CA

- 1050kWp Pre-market PV, 250kW/250kWh pre-market Li-ion BESS
- California Energy Commission EPIC Grant funded
- 7MW 3-campus solar PV, 1.5MW/3.0MWh BESS, microgrid feasibility study and design assistance
- Sage's budget \$170k; Project Duration: 5 years

Background

Sage has assisted the Community College District for feasibility, interconnection, and procurement of two separate potential projects:

1. California Energy Commission (CEC) grant funded Internet of Energy (IoE) project 250 kW-DC solar PV together with a 250kW/250kWh Battery Energy Storage System paired with approximately 800 kW-DC The project included installation of a 12.47kV/480V substation and 10 EV charging stations.
2. A 3-campus feasibility study and procurement support for ~7MW of solar PV and 1.5MW/3.0MWh BESS. The systems at each site were optimized for both energy cost and environmental impact reduction, and to provide critical load microgrid services for multi-day PSPS grid outages.

Sage scope for each project included investment grade feasibility studies high-level designs and utility interconnection application. For the first project, an RFP bid package was created, a vendor selected, and Sage supported extensive contract was negotiation. For the second project feasibility was completed and procurement package under development when the District shut down campus operations due to COVID-19 concerns. The project has been tabled until uncertainty around campus operations is addressed. Sage's work was complete on schedule and on budget.

Services Provided

Early stage design integration services • Feasibility and financial modeling • Microgrid analysis and Value of Resilience estimation • Utility interconnection application support and negotiation • RFP package and vendor selection oversight • Extensive contracting review • Contract negotiation support

Reference

Joe Fullerton, Energy and Sustainability Manager, 650-358-6848, fullertonj@smccd.edu



Contra Costa County Office of Education Microgrid Evaluation | Contra Costa County, CA

- 487 kWp Solar PV, 700 kW Battery Storage, 60 kW Diesel Genset Microgrid
- Assessment of existing solar PV system
- O&M Provider Procurement

Background

In early 2019, Contra Costa County Office of Education (CCCOE) hired Sage to conduct a microgrid feasibility assessment to evaluate options for critical load resiliency. CCCOE headquarters house and maintain servers for all Contra Costa County public school email and internet services, as well as administer fiscal services for the County. The facility was barely able to maintain services during extended power outages due to wildfires in 2017. As a result, CCCOE staff were interested in augmenting their existing solar PV system and back up diesel generator with a battery energy storage system (BESS) to provide more reliable resiliency for critical loads. Sage performed a technical feasibility and cost sensitivity analysis for multiple levels of sheddable loads and microgrid islanding duration scenarios. Sage determined the appropriate BESS sizing and cost estimates to provide power to the critical system loads for durations of 4 hours and 10 hours, and provided recommendations based on the analyses to the County to inform decision-making.

In Q1 2021, CCCOE asked Sage to perform a PV system performance assessment and to provide support with procurement of a new O&M services contract for existing solar PV on two sites.

Services Provided

Microgrid Analysis and Value of Resilience Estimation • O&M Services Procurement

Reference

John Hild, Director II, General Services, 925.942.3333, JHild@cccoe.k12.ca.us

3.5 RELEVANT PROJECT EXPERIENCE AND REFERENCES



Rincon Band of Luiseño Indians – 3.1 MWp Solar PV, 2.45 MW BESS, 3 MW Diesel Genset Microgrid

- Estimated \$9.2+ million in savings over 25 years
- 2.45 MWp (5 MWh) of Li-Ion BESS, 3.1 MWp solar PV shade structures; cash purchase
- DOE Office of Indian Energy Grant of \$2M awarded

Background

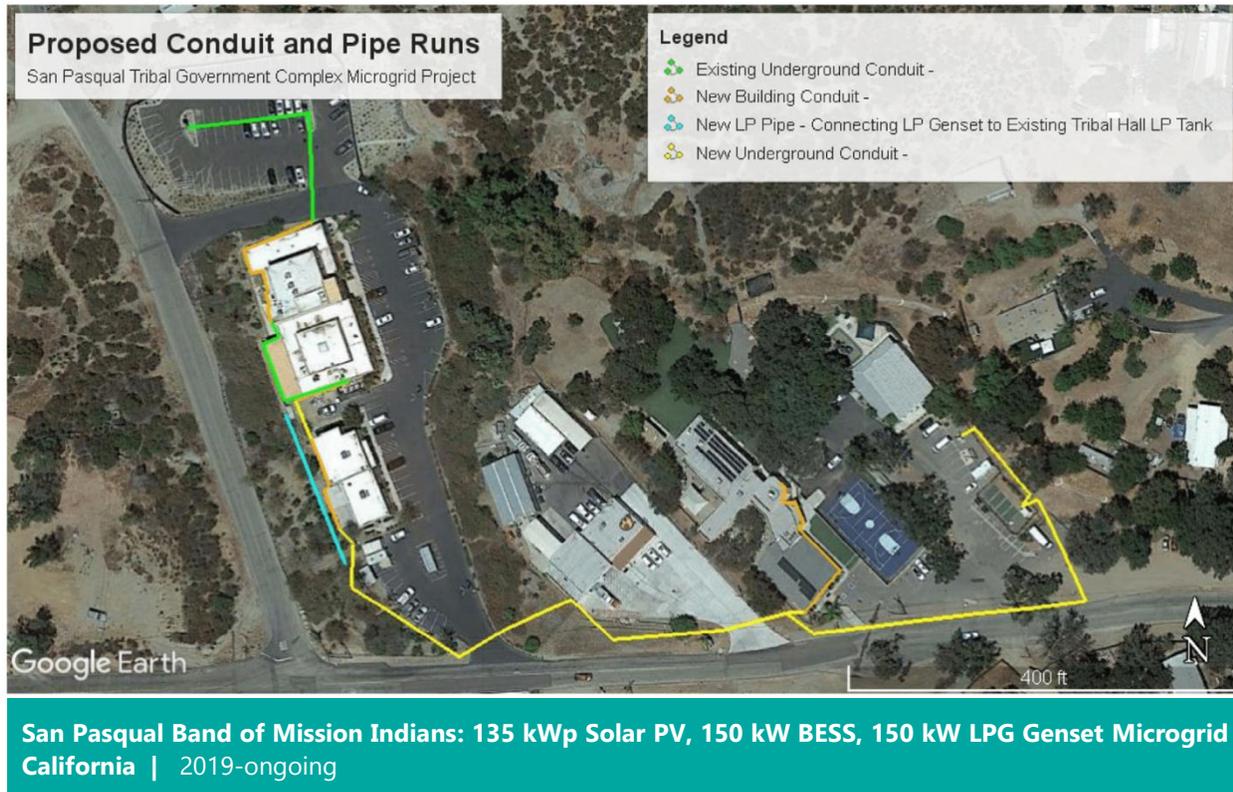
In 2019, Prosper Sustainably and the Tribe partnered with Sage to conduct a microgrid feasibility study to provide input to a Department of Energy (DOE) funding opportunity. Through Prosper Sustainably and Sage’s efforts, the Tribe was awarded a DOE grant of \$2M to design and build microgrid system consisting of 3.1 MWp solar PV constructed over parking lots, 2.45 MW of battery storage, 3 MW of diesel generators, and all of the upgraded infrastructure required to construct two independent microgrid projects. The first project will integrate the Tribe’s Casino/hotel resort (which may be used as a critical community facility in emergencies) and the Tribe’s Travel Center, which is a critical source of fuel and supplies for the community. The project is designed to provide resilient energy to the Harrah’s Rincon Southern California (HRSC) complex for community preparedness and business/operational continuity. The second project will power the Tribe’s Fire Station and Emergency Operations Center, including approximately 100 kWp of new solar PV, 150kWh of Li-Ion BESS, and advanced controls integrated with the existing diesel backup generator. A third project was added to include the Tribe’s Government Center, including approximately 300 kWp of new solar PV, 500 kWh of Li-Ion BESS, and advanced controls integrated with the existing diesel backup generator.

Sage performed a feasibility, cost-benefit, and electric rate analyses for each of the three sites and for the combined microgrid system installations. Sage’s scope includes assistance throughout the conceptual design, bidding and procurement, construction, and commissioning process. As of Q2-2021, the three projects are in the early stages of the Engineering, Procurement and Construction (EPC) process. In total, Sage estimates that the Tribe will save \$9.2 million in electricity costs over the next 25 years and gain the value of a resilient and reliable electric system.

In 2020, Sage supported the Tribe and Prosper Sustainably team to pursue a CA Energy Commission (CEC) grant funding opportunity for advanced long-duration energy storage, which included partnering with Invinity Energy Systems (Vanadium Redox flow battery systems) and Amber Kinetics (flywheel energy storage systems). The \$7.3M grant was awarded to the Tribe, resulting in the expansion of the new resort-area microgrid PV systems plans to 6 MW and additional long-duration energy storage systems each sized at 400 kW for 12 hours (4.8 MWh).

Reference

Joshua Simmons, Prosper Sustainably, 805.617.5685, jsimmons@prospersustainably.com



- Estimated \$1.7 million in savings over 25 years;
- 160 kWp of solar PV shade structures; cash purchase
- DOE Office of Indian Energy Grant of \$2M awarded

Background

In 2019, Prosper Sustainably, working on behalf of the Tribe, partnered with Sage to model, right-size, and provide conceptual design for a microgrid system capable of making the Tribal operations Zero Net Energy. The project is sized at 160kWp of solar PV shade structures and 120kW/480kWh of energy storage.

The project was submitted and awarded a \$2M grant from the DOE Office of Indian Energy. The connected facilities include the Tribal Hall and Administrative Offices, Community Center, Police Station, Fire Station, Wastewater Treatment Plant, and Educational Center & Preschool. Sage's scope includes Owner's Engineer services throughout the conceptual design, bidding and procurement, construction, and commissioning process. Sage performed a feasibility, cost-benefit, and electric rate analyses for the site and for the combined microgrid system installation, including reconfiguration of the metering and integration of the facilities served. Sage delivered each component of the project on time and within budget constraints. In total, Sage estimates that the Tribe will save \$1.7 million in electricity costs over the next 25 years and gain the value of a resilient and reliable electric service.

As of Q2-2021, the project is under construction, nearing substantial completion and commissioning.

Reference

Joshua Simmons, Principal Consultant & Attorney, Prosper Sustainably, 805.617.5685, jsimmons@prospersustainably.com

3.6 PROJECT UNDERSTANDING & APPROACH

PROJECT UNDERSTANDING

After a review of the City of Placentia's (City's) Request for Proposal and Response to RFI No.1, we have a thorough understanding of the project requirements and demands. The professional services consist of providing engineering services to review and analyze the City's energy consumption at City Hall and the police station, existing HVAC and associated mechanical equipment, provide recommended improvements to optimize energy efficiency and cost savings as well as climate control within the building, and provide engineered improvement plans and technical specifications for the replacement of the existing HVAC system at City Hall and the police station, along with the installation of a new solar and battery energy system to power the building. The proposed engineering services will include the following:

3.7 SCOPE OF WORK

SCOPE OF WORK - CIVIL

TASK 1 – PROJECT MEETINGS & COORDINATION

We will attend a kick-off/conference call design meeting and coordinate design activities:

- A. Review all received as-built plans, utility, and field reconnaissance information.
- B. Conduct meetings/conference calls during the preliminary design and final design process as required to review the current work progress and project schedule (a total of two meetings/conference calls is allocated).

TASK 2 – OBTAIN AND REVIEW RECORD DRAWINGS/AS-BUILT PLANS

We will obtain and review available record drawings, as-built plans, and recent survey for the project.

TASK 3 – PRELIMINARY PLANS

We will prepare preliminary plans associated with the civil portion of the project, specifically for the location designated for the electric vehicle charging stations in the Civic Center parking lot and Police Station parking lot. We will utilize the available record drawings, survey base map, and the plans received from the electrical engineers and will prepare the following:

- Grading and Paving Plan
- Striping Plan
- Utility Trenching Detail

We will submit the preliminary plans for review.

TASK 4 – FINAL PLANS

Subsequent to receiving the review comments from the City, we will proceed and prepare final (100%) plans associated with the civil portion of the project as described above.

TASK 5 – SPECIFICATIONS

We will prepare Technical Provisions associated with the civil design portion of the project.

TASK 6 – COST ESTIMATE

We will prepare cost estimates for the items associated with civil design portion of the project.

TASK 7 – BIDDING ASSISTANCE & CONSTRUCTION SUPPORT SERVICES

We will provide the following services associated with the civil design portion of the project.

1. We will respond to questions during the bid advertisement period.
2. We will attend a virtual pre-construction meeting.
3. We will provide response to contractor's requests for information (RFIs). This task includes conferring with the City's Construction Manager regarding the RFIs as appropriate. Regularly scheduled construction observation is specifically excluded from this scope of work. It is assumed that we will respond to five (5) RFIs.
4. We will review and respond to submittals.

3.7 SCOPE OF WORK

SCOPE OF WORK - SOLAR AND ENERGY EFFICIENCY

TASK 1.0 35% PRELIMINARY ENGINEERING PROJECT REPORT, SITE ASSESSMENT, ENERGY USAGE AUDIT

The NV5 team has extensive experience performing energy usage and efficiency assessments, solar, storage and microgrid analysis, structural reviews, electrical reviews and investment-grade feasibility studies to evaluate the technical, electrical, structural and financial aspects of potential projects. We will begin with an energy usage and efficiency analysis to establish project requirements and criteria. The following site analysis will include solar, storage, and microgrid analysis, structural reviews, and electrical reviews. The resulting 35% Preliminary Engineering Project Report (Report) is a deep dive into site energy usage, electrical capacity, structural capacity, resiliency requirements and preliminary designs for energy services and assets. The Report provides the technical and financial detail necessary to make informed decisions about whether and how to pursue various aspects of the project and forms the basis for the 100% Improvement Plans and Construction Documents, and a following competitive procurement request for qualifications/ proposal.

1.2 ENERGY USAGE AUDIT

NV5's approach to energy usage and efficiency projects starts with a low-cost energy assessment to identify how energy is used and whether energy projects are likely to be feasible for the City. NV5 will assess the City's existing utility expenditure, perform site visits for investigation, then we will provide an assessment of the energy savings potential for the City. NV5 will review available utility incentives to identify the possibility of subsidizing the cost through utility programs.

Level 1 Energy Audit – The first phase is a low-cost, high-level assessment to assess current energy spend, provide a high-level understanding of building systems, and identify potential energy projects with a moderate degree of accuracy. This is a combined desktop study and one-to-two-day site visit aimed at providing a high-level view of the building's operations and energy usage. The Level 1 audit identifies obvious areas of energy efficiency that will help the City find energy efficiency measures and provides context to the likelihood of further energy savings through a Level 2 audit or other energy efficiency approaches.

LEVEL 1 AUDIT

- 1.2.1 Meet with City to kick off project and request site information.
 - 1.2.1.1 Historical energy consumption data.
 - 1.2.1.2 Information on planned changes to site usage.
 - 1.2.1.3 Previous energy Assessment results.
 - 1.2.1.4 Site drawings (MEP, Controls) and the building operational schedules.
- 1.2.2 Perform physical site assessment to:
 - 1.2.2.1 Meet with the operations staff and inspect existing buildings and site conditions.
 - 1.2.2.2 Inventory a sample of mechanical systems, review BMS setpoints and capabilities, and review typical lighting systems.
- 1.2.3 Develop Draft Energy Efficiency Assessment Report and review with City.
 - 1.2.3.1 Identify low-cost or no-cost energy efficiency improvements.
 - 1.2.3.2 Identify potential capital intensive EEMs with estimated costs, energy savings, payback, and available local Utility incentives.
- 1.2.4 Incorporate City comments into Energy Efficiency Assessment Report.
- 1.2.5 Present Energy Efficiency Assessment report to stakeholders

Deliverable: Energy Efficiency Assessment

Site visits: One; all sites will be visited in one trip

3.7 SCOPE OF WORK

1.1 SOLAR, STORAGE, AND MICROGRID ANALYSIS

The first step is a low-cost, high-level assessment to establish a conceptual project, provide high-level siting of potential systems, and establish preliminary project costs and financial. This is a desktop study aimed at providing indicative metrics and conceptual layouts, as well as identifying fatal flaws, for clients beginning to explore an energy project. The solar, storage, and microgrid analysis provides City stakeholders an early and cost-effective go/no-go decision point for the energy assets under consideration. During this phase, we explore potential project options to balance energy generation and storage assets and provide the pros and cons of each option. This includes review of available structural and electrical drawings to identify potential site capacity limitations. Based on feedback from City staff, we move on to the second phase of the solar analysis.

- 1.1.3 Collect historical electrical consumption interval data and utility service details
- 1.1.4 Create desktop conceptual solar PV design options for each site to generate estimated PV system generation
- 1.1.5 Identify solar system constraints and opportunities
- 1.1.6 Estimate construction costs and high-level pricing for project options
- 1.1.7 Perform avoided cost modeling for each site/alternative including current utility Time of Use (TOU) tariff rates and generation modeling
- 1.1.8 Conduct system high-level lifecycle financial modeling for various financing scenarios
- 1.1.9 Produce feasibility overview memorandum and review with City staff

Deliverable: Feasibility review memo

1.3 ELECTRICAL ANALYSIS

Electrical infrastructure, especially in microgrid/critical load projects, can represent a significant investment. The design of these systems must be efficient, cost-effective, highly reliable, and easy to maintain. NV5 will work with the City staff to first conduct a site survey of the existing conditions with any existing conditions documentation available. While conducting our site survey, we will review potential locations for the PV, storage, and microgrid control systems equipment including electrical panels, disconnects and monitoring equipment. Critical load circuits will be identified and mapped to understand how these can be effectively isolated during grid outage events. Consideration for locations of new equipment would be based on potential risks for life safety, access to the equipment and aesthetic effect on the facility. Once complete with our initial site survey, NV5 will meet with City staff to further refine microgrid targets, discuss options for location of equipment, type of equipment to be installed, and make recommendations based on our expertise in the design and implementation of the new systems and equipment.

- 1.3.1 Collect and review existing documentation including all existing drawings, existing reports, building codes for the dates originally constructed and current building codes.
- 1.3.2 Coordinate with City Staff to schedule a site visit to verify existing conditions of the structure. If existing drawings are not available of the electrical system the relevant components of the electrical systems, which will connect to the solar PV system, will be assessed.
- 1.3.3 Analyze existing equipment for additional loads based on original codes and current codes, and energy options to be investigated. Compare results.
- 1.3.4 Identify capacity of the existing electrical system and its capability of supporting proposed solar PV system. Identify electrical components that are not adequate and would require modification or replacement. Coordinate with design team for multiple options especially if there are significant electrical challenges.
- 1.3.5 Work with estimator to identify high level financial impacts of project requirements. Also identify potential business operation and schedule impacts of modifications/replacements.
- 1.3.6 Produce feasibility overview memorandum and review with City staff. Include draft plans indicating specific equipment modification/replacement requirements.

Deliverable: Electrical review memo

3.7 SCOPE OF WORK

1.4 STRUCTURAL ANALYSIS

The NV5 structural team will take specific steps for each site and building. The intent in the structural feasibility stage is to evaluate existing structural systems and conditions and determine what the existing structural system is capable of with and without reinforcing. This process could be iterative as we discover adequacies and limitations of the structure, and coordinate with the City staff and energy team as to alternatives. Specifically, the steps would be as follows:

- 1.4.1 Collect and review existing documentation including all existing drawings, existing reports, building codes for the dates originally constructed and current building codes.
- 1.4.2 Coordinate with City Staff to schedule a site visit to verify existing conditions of the structure. If existing drawings are not available, the ability for the structure to potentially receive additional loading will be measured.
- 1.4.3 Analyze existing structure for additional loads based on original codes and current codes, and energy options to be investigated. Compare results. This may include gravity, lateral and foundation elements.
- 1.4.4 Identify capacity of the existing structure and its capability of supporting proposed additional loads. Identify structural elements that are not adequate and would require reinforcing. Coordinate with design team for multiple options especially if there are significant structural challenges.
- 1.4.5 Work with estimator to identify high level financial impacts of reinforcing requirements. Also identify potential business operation and schedule impacts of reinforcing the structure.
- 1.4.6 Produce feasibility overview memorandum and review with City staff. Include 11x17 plans indicating specific element reinforcing requirements.

Deliverable: Structural review memo

1.5 35% PRELIMINARY ENGINEERING PROJECT REPORT

The final phase of Task 1 is an in-depth analysis of the proposed project. NV5 will clearly delineate project financing options, risks, and estimated economic performance associated with the 35% design derived in the previous Task 1 steps.

- 1.5.1 Define financing options and constraints.
- 1.5.2 Analyze historical electrical consumption data, demographic trends, planned energy efficiency measures and facilities planning to estimate future energy usage.
- 1.5.3 Present refined conceptual design options and performance modeling.
- 1.5.5 Provide high-level project costing and detailed financial modeling and optimization for each scenario under consideration based on project cost energy performance modeling, potential incentives and tariff assumptions.
- 1.5.7 Draft 35% Preliminary Engineering Project Report, review with client and collect comments to generate final Report.

Deliverable: 35% Preliminary Engineering Project Report

TASK 2.0 100% IMPROVEMENT PLANS AND CONSTRUCTION DOCUMENTS

Upon completion and review of the Feasibility Study with the City, and once the City has made a decision as to if and how to proceed, the design team will move into the Design and Engineering Services phase. Our design and submissions to the authority having jurisdiction (AHJ) will be in compliance with California Building Code and Local Utility Service provider requirements for interconnection.

NV5 staff can manage the project fully from start to finish. We have a depth of experience with the with AHJs throughout California. NV5 can provide full professional construction administration phase services on every project. We take pride in seeing a project all the way through to project completion. This assures that once the design is complete, the installation of equipment fully meets the project requirements. The assigned project managers and engineers are responsible for providing direct construction administration services while our chief engineers oversee the process. NV5's engineers have extensive experience monitoring the progress and quality of work throughout the construction phase while documenting materials usage, labor expenditures, and equipment being installed. Our engineers have provided their services on projects for private clients as well as projects within the public sector on a wide range of building and facility types.

3.7 SCOPE OF WORK

Our capabilities can support multiple project types including a standalone solar PV project or integrating a solar PV project to an existing project. A standalone solar PV project would typically include the below steps and an integration with another project would include a subset of the below steps depending on the project.

2.1 DESIGN AND ENGINEERING

- 2.1.1 Use calculations and analysis performed in the feasibility phase and move ahead to design /engineer structural element reinforcing.
- 2.1.2 Document structural reinforcing and electrical modification/replacement on plans in deliverable format agreed to (REVIT, AutoCAD) with the City with 30%, 60%, and 100% design submittals.
 - Provide and electrical Single Line, Electrical room layout and typical module Wiring Diagram.
 - Provide Solar Module Mounting Details including combiner box conduit layout/mounting detail.
 - DAS system layout.
 - Provide a One-Line diagram for each building identifying the interface points.
 - Provide floorplans identifying all inverter locations and mounting detail.
- 2.1.3 Coordinate with design team, if part of larger project.
- 2.1.4 Provide material specifications specific to structural and electrical documentation.
- 2.1.5 Provide Statement of Special Inspections if required.

2.2 BID PREPARATION AND PROCUREMENT MANAGEMENT

- 2.2.1 Create project-specific bid documents, including electronic submittal documents, project requirements, specifications, contract terms, and additional information.
- 2.2.2 Review with the City and the City's Legal Counsel.
- 2.2.3 Produce Final bid document set based on stakeholder comments.
- 2.2.4 Manage solicitation notices and electronic distribution to potential solar Developers in coordination with the City.
- 2.2.5 Coordinate and conduct site walk for proposers.
- 2.2.6 Manage document access and produce Addenda with RFI responses, as needed.
- 2.2.7 Assist CLIENT with ongoing critical path project items, such as utility interconnect, financing, etc.
- 2.2.8 Manage electronic submission of proposals.

2.3 PROPOSAL EVALUATION AND VENDOR SELECTION

- 2.3.1 Perform detailed quantitative analysis of top three proposals, including review of pricing, production estimates, and lifecycle cost of energy analysis.
- 2.3.2 Perform qualitative analysis, including equipment and design review, Developer qualifications, schedule, reference checks, performance guarantees, O&M, contract exceptions, etc.
- 2.3.3 Participate in CLIENT selection committee workshop to review proposals and rank proposing Developers, including optional interview of highest-ranked vendors.
- 2.3.4 Provide summary report outlining quantitative and qualitative analysis.

2.4 CONTRACTING SUPPORT

- 2.4.1 Assist with contract negotiations, redlining, and finalizing contract documents. Anticipated contract documents include general T&C, O&M terms, performance guarantees, bid requirements, and financial mechanisms.
- 2.4.2 Participate in contract negotiations and finalization with Legal Counsel and selected Developer.

2.5 PERMITTING AND INTERCONNECTION SUPPORT

- 2.5.1 Ensure schedule and submittals tracking for permitting with AHJ(s)
- 2.5.2 Review and update interconnection applications and agreements with Utility as necessary

3.7 SCOPE OF WORK

TASK 3.0 BIDDING ASSISTANCE AND CONSTRUCTION SUPPORT

The NV5 team will create bid documents based on City and NV5 templates, manage the bid process with electronic document distribution and controls, lead bid evaluation, work with City staff on vendor selection, and provide as-needed contracting support to City legal council to ensure that technical aspects of vendor contracts are fully vetted.

3.1 BID PREPARATION AND MANAGEMENT

- 3.1.1 Kick-off meeting to review scope, controls, schedule and data needs.
- 3.1.2 Manage electronic distribution to select vendors in coordination with Client.
- 3.1.3 Conduct site walk with vendors.
- 3.1.4 Manage document access and issue RFIs and addenda as needed.
- 3.1.5 Ongoing assistance with critical path project items (permitting, interconnection, etc.)

Deliverable: bid document set and addenda, site walk materials and notes.

3.2 CONTRACTOR SELECTION

- 3.2.1 Initial summary of bids.
- 3.2.2 Detailed bid analysis, including equipment, vendor qualifications, schedule, references, performance guarantees, O&M, contract exceptions, etc.
- 3.2.3 Summary of findings.
- 3.2.4 Work with Client selection committee to review proposals and rank contractors.
- 3.2.5 Produce summary report and/or presentation for Client with recommendations.

Deliverable: Contractor selection report/materials.

3.3 CONTRACTING SUPPORT

- 3.3.1 Thorough review of technical aspects of contract documents and for adherence to RFP.
- 3.3.2 Interface with client staff, legal counsel and vendor as needed.
- 3.3.3 Participate in contract negotiations and finalization with legal counsel and vendor.
- 3.3.4 Support and prepare necessary findings.

Deliverable: Red lined document sets, findings documentation.

3.4 CONSTRUCTION MANAGEMENT

NV5 will work with the City's construction management team to provide technical support during construction to ensure that technical issues which arise are thoroughly evaluated and decisions made in the best interests of the City.

- 3.4.1 Track Developer-maintained master schedule and look-aheads against milestones.
- 3.4.2 Review and respond to RFIs.
- 3.4.3 Review pay-app requests and provide input to the City.
- 3.4.4 Attend AHJ inspections and utility interconnection inspection.
- 3.4.5 Perform site inspections and produce inspection report for each site visit.

3.5 COMMISSIONING VERIFICATION AND CLOSEOUT

- 3.5.1 Review Developer's Cx protocol, confirm that it meets contract requirements and industry standards.
- 3.5.2 Provide review of documentation, including Developer Cx results and O&M manual.
- 3.5.3 Coordinate with Developer on building/site shutdown and interconnection, confirm Developer achieves utility PTO.
- 3.5.4 Coordinate with Developer to ensure all closeout tasks/submittals have been completed and provide technical assistance as-needed.

3.7 SCOPE OF WORK

- 3.5.5 Provide input to project closeout punch list and coordinate with CM/AHJ inspectors/other stakeholders to verify completion.
- 3.5.6 Ensure all required project documentation and training provided to the City.
- 3.5.7 Produce summary report of Cx verification effort with electronic library of closeout documentation including as-builts, permission-to-operate letters, inspection reports, punch list closeout, etc.

3.6 ASSET MANAGEMENT

- 3.6.1 Review monthly or quarterly PV/BESS/EV system performance check-in with quarterly reporting.
- 3.6.2 Conduct annual tariff modeling to reconstruct what the utility bill would have been without energy efficiency measures/solar/BESS and determine actual savings generated by the project.
- 3.6.3 Evaluate all applicable utility tariffs to ensure system is on tariff schedule that provides greatest financial benefit.
- 3.6.4 Provide annual energy efficiency measures/PV/BESS/EV system performance evaluation report, including performance guarantee verification, tariff optimization, and detailed financial performance evaluation.

SCOPE OF WORK - MEP

GENERAL SERVICES

1. The initial phase of design includes development of a needs assessment to establish the criteria for development of the building systems in the context of the full development of the project. The intent is to define the context desired outcomes and expectations. The outcome of discussions will be captured in the BOD document. The BOD will include general design criteria and system/equipment descriptions for the following disciplines.
 - a. Building Services
 1. Mechanical Engineering Services
 2. Plumbing Engineering Services
 3. Electrical Engineering Services
2. The initial phase shall include a pre-job walk and cursory review of each of the existing buildings' design documents, as well as, facilitate discussions with Facilities and any Mechanical Contractor currently under a maintenance agreement for these facilities. The meetings are to confirm the criteria and scope for the building systems to be replaced.
3. Attend coordination meetings (in person or via video conference) to review engineering concepts in order to proceed with the design phase and to properly coordinate the work of the related disciplines.
4. Provide assistance to the City in establishing space allocations for systems, equipment and associated distribution.
5. Review with the City the impact the systems may have upon the aesthetics of the facility. We will assume the existing infrastructure is sufficient to support this initiative.
6. Review existing systems based on City provided as-built documents, original construction documents and/or one (1) site visit to the maximum extent possible without demolition. NV5 is not responsible for the accuracy of these documents.
7. Prepare the Construction Documents, consisting primarily of drawings and book specifications setting forth in reasonable detail the requirements for constructing the project.
8. Preparation of sealed and signed drawings for building department permit submittal for the following disciplines:
 - a. Building Services
 1. Mechanical Engineering Services
 2. Electrical Engineering Services
9. Completion of drawings utilizing Revit production software. The project will include a level of development (LOD) 200 model per AIA document G202-2013. At project completion, we will provide the City our BIM model for their use, if required. Model updates to include as-built documentation are not included in our scope of services.

3.7 SCOPE OF WORK

PROFESSIONAL SERVICES

Building Services

Mechanical Engineering Services

1. Design the mechanical systems to support the building program and equipment loads. Services will be roughed-in to locations determined by the appropriate vendors, suppliers and Owner selected consultants.
2. Prepare calculations to demonstrate compliance with the applicable energy codes for the mechanical systems using the mandatory and prescriptive requirements as outlined in the California Building Code (Title 24).
3. Coordination with NV5's Solar and BESS team regarding cooling requirements for sensitive electronic equipment in order to develop and design the supporting mechanical systems.
4. Coordination with the Fire Protection Engineer and the Fire Protection Report in order to properly develop and design the supporting mechanical systems.

Electrical Engineering Services

1. Design the electrical power distribution system to support the building systems as well as solar and BESS equipment loads. Services will be roughed-in to locations determined by the appropriate vendors, suppliers and City selected consultants.
2. Prepare calculations to demonstrate compliance with the applicable energy codes for the electrical systems using the mandatory and prescriptive requirements as outlined in the California Building Code (Title 24).
3. Coordinate site utility requirements with the Civil Engineer, local electric utility and City representative.
4. Emergency/Standby power systems design to include generator sizing and selection, transfer system, load prioritization, load shed criteria, and segregated emergency/legally required and optional standby distribution systems. We will coordinate the emergency and optional standby loads with the user in order to properly meet the needs of the Owner.

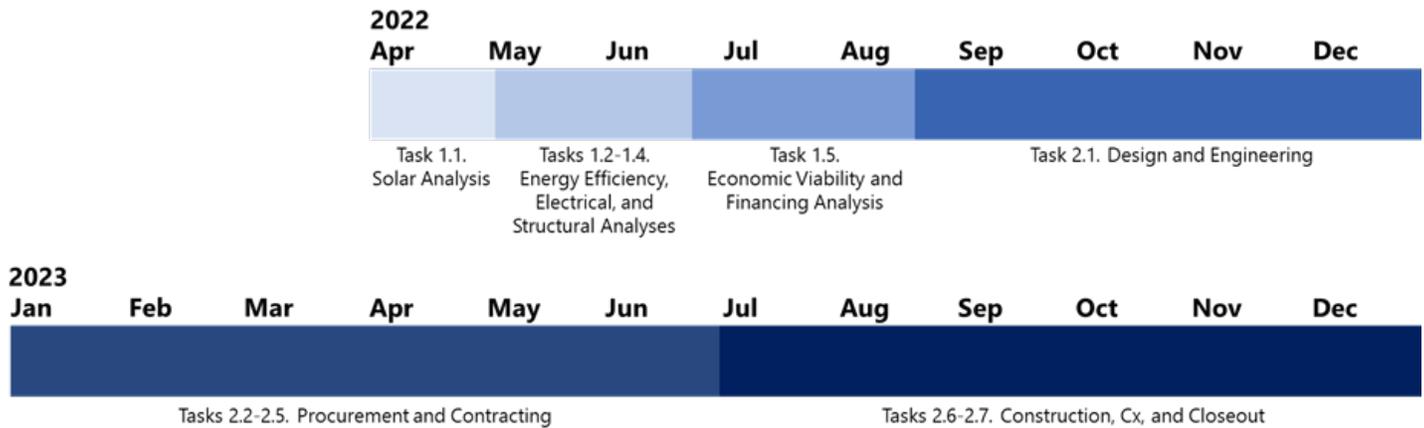
CONSTRUCTION ADMINISTRATION SERVICES

1. Prepare clarifications and document revisions during the bidding and plans check phase of the project, as may be required.
2. Perform site observation visits during the construction phase to survey the status of the systems installations. Observation reports will be forwarded to your office after each field visit. Number of visits as follows:
 - a. Building Services
 1. Three (3) Mechanical Engineering Services
 2. Three (3) Plumbing Engineering Services
 3. Three (3) Electrical Engineering Services
3. Preparation of (RFI) documentation during the construction phase, as may be required.
4. Review Contractor material submittals and shop drawings.
5. Respond to field related coordination issues as the need may arise.

3.8 SCHEDULE

PROJECT SCHEDULE

The suggested project schedule shown below is based on our extensive experience managing similar projects but may be affected by the complexity of the energy storage/microgrid analysis, the availability of site information, and responsiveness of City staff. The NV5 team will work with the City to understand its energy project goals and adjust the project schedule accordingly.



REQUIRED PROPOSAL STATEMENTS

NV5 acknowledges and confirms the following statements:

A. NV5 will perform the services and adhere to the requirements described in this RFP, including any addenda. The referenced addenda is "Request for Information No. 1" issued on February 15, 2022.

B. NV5 acknowledges that, subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act.

NV5 will include a statement that describes the specific portion(s) of their submittal that are considered proprietary and should not be releasable as public information. That is not the case with this proposal.

C. NV5 will not substitute members of our designated team without approval by the City of Placentia staff which declares there is no Conflict of Interest.

D. NV5 declares there is no Conflict of Interests.

E. NV5 attests that there has been no Collusion with other proposing firms.

F. NV5 has the ability and agrees to fulfill the indemnification and insurance requirements contained in the sample contract.

5. PROPOSED EXCEPTIONS

EXCLUSIONS & EXEMPTIONS:

1. Geotechnical Investigation and Environmental Services
2. Redesign of building structural systems beyond verification and detailed fire protection design.
3. Construction Management, Inspection, and Testing Services
4. Preparation and processing of any permits, application fees and permit fees
5. Services and scope that are not specifically identified within this proposal.
6. On and off-site water, gas, sewer and storm drain and off-site power.
7. It is assumed the existing utility infrastructure is suitable for serving the interior remodel.
8. Although we will assist in obtaining engineering drawings prepared by the various utilities, we will request the Owner's assistance to make the appropriate requests for expediting such document preparation.
9. Seismic supports and anchorage for mechanical and plumbing piping, electrical conduit and equipment. We will furnish appropriate data sheets to the structural engineer for their use in the preparation of anchorage details and other structural support systems associated with the systems.
10. Revisions of work completed due to value engineering initiatives or Owner requested design direction changes.

6. RESOURCE ALLOCATION AND COST PROPOSAL

**Resource Allocation Matrix
City of Placentia
Professional Civil Engineering Design Services
Placentia City Hall and Police Station HVAC System Replacement and Solar Energy Project**

TASK NO.	WORK DESCRIPTION	PROJECT MANAGER	PROJECT MANAGER	CAD DESIGNER
		HOURS	HOURS	HOURS
1	Project Meetings & Coordination	10	4	0
2	Obtain & Review Record Drawings/As-Built Plans	2	4	4
3	Preliminary Plans	22	84	56
4	Final Plans	8	18	8
5	Prepare Specifications/Technical Provisions	2	4	10
6	Prepare Cost Estimate	2	4	12
7	Bidding Assistance & Construction Support Services	5	4	4
Subtotal		51	122	94

**Resource Allocation Matrix
City of Placentia
Professional Civil Engineering Design Services
Placentia City Hall and Police Station HVAC System Replacement and Solar Energy Project**

TASK NO.	WORK DESCRIPTION	PROJECT MANAGER		PROJECT MANAGER		CAD DESIGNER		FEE
		\$180		\$130		\$90		
		HOURS	\$	HOURS	\$	HOURS	\$	
1	Project Meetings & Coordination	10	\$1,800	4	\$520	0	\$0	\$2,320
2	Obtain & Review Record Drawings/As-Built Plans	2	\$360	4	\$520	4	\$360	\$1,240
3	Preliminary Plans	22	\$3,960	84	\$10,920	56	\$5,040	\$19,920
4	Final Plans	8	\$1,440	18	\$2,340	8	\$720	\$4,500
5	Prepare Specifications/Technical Provisions	2	\$360	4	\$520	10	\$900	\$1,780
6	Prepare Cost Estimate	2	\$360	4	\$520	12	\$1,080	\$1,960
7	Bidding Assistance & Construction Support Services	5	\$900	4	\$520	4	\$360	\$1,780
Subtotal		51	\$9,180	122	\$15,860	94	\$8,460	
Total Fee								\$33,500

The method of compensation will be based on time and materials in accordance with the rates provided in this fee proposal. The estimated hours are provided for each task and the actual hours may vary. The total compensation for the services and work rendered will not exceed the total fee.

If additional services outside of the scope of work specified in our proposal are requested, such services will be performed on a time and materials basis in addition to the above estimated fee.

6. RESOURCE ALLOCATION AND COST PROPOSAL

SOLAR AND ENERGY EFFICIENCY RESOURCE ALLOCATION

Task	Resource Hours				
	Principal	Project Manager	Data Scientist	Electrical Engineer	
Task 1.0 35% Preliminary Engineering Project Report, Site Assessment, Energy Usage Audit	8	35	48	60	150
Task 2.0 100% Improvement Plans and Construction Documentation	20	154	45	8	227
Task 3.0 Bidding Assistance and Construction Support	11	78	11	10	110
Totals	5	267	104	78	488

SOLAR AND ENERGY EFFICIENCY RESOURCE FEE ESTIMATE

Task	Hourly Rate	Resource Hours and Cost, T&M NTE				
		Principal	Project Manager	Data Scientist	Electrical Engineer	
		\$295	\$245	\$215	\$215	
Task 1.0 35% Preliminary Engineering Project Report, Site Assessment, Energy Usage Audit	Hours	8	35	48	60	150
	Cost	\$2,213	\$8,480	\$10,349	\$12,900	\$33,942
Task 2.0 100% Improvement Plans and Construction Documentation	Hours	20	154	45	8	227
	Cost	\$6,029	\$37,737	\$9,630	\$1,720	\$55,115
Task 3.0 Bidding Assistance and Construction Support	Hours	11	78	11	10	110
	Cost	\$3,206	\$19,161	\$2,384	\$2,150	\$26,902
Totals:	Hours	39	267	104	78	488
	Cost	\$11,448	\$65,378	\$22,363	\$16,770	\$115,960

6. RESOURCE ALLOCATION AND COST PROPOSAL

SOLAR AND ENERGY EFFICIENCY RESOURCE ALLOCATION

Task	Resource Hours				
	Principal	Senior Engineer	Project Manager	Designer	
Task 1.0 35% Preliminary Engineering Project Report, Site Assessment, Energy Usage Audit	2	4	15	41	62
Task 2.0 100% Improvement Plans and Construction Documentation	2	18	64	139	223
Task 3.0 Bidding Assistance and Construction Support	1	9	34	45	89
Totals	5	31	113	225	374

SOLAR AND ENERGY EFFICIENCY RESOURCE FEE ESTIMATE

Task		Resource Hours and Cost, T&M NTE				
		Principal	Senior Engineer	Project Manager	Designer	
	Hourly Rate	\$250	\$175	\$160	\$90	
Task 1.0 35% Preliminary Engineering Project Report, Site Assessment, Energy Usage Audit	Hours	2	4	15	41	62
	Cost	\$500	\$700	\$2,400	\$3,690	\$7,290
Task 2.0 100% Improvement Plans and Construction Documentation	Hours	2	18	64	139	223
	Cost	\$500	\$3,150	\$10,240	\$12,510	\$26,400
Task 3.0 Bidding Assistance and Construction Support	Hours	1	9	34	45	89
	Cost	\$250	\$1,575	\$5,440	\$4,050	\$11,315
Totals:	Hours	5	31	113	225	374
	Cost	\$1,250	\$5,425	\$18,080	\$20,250	\$45,005

6. RESOURCE ALLOCATION AND COST PROPOSAL

MECHANICAL AND ELECTRICAL ENGINEERING DESIGN SERVICES

Task	Resource Hours				
	Principal	Senior Engineer	Project Manager	Designer	
Mechanical and Plumbing	20	84	210	400	714
Electrical	8	60	150	320	538
Totals	28	144	360	720	1252

MECHANICAL AND ELECTRICAL ENGINEERING DESIGN SERVICES

Task		Resource Hours and Cost, T&M NTE				
		Principal	Senior Engineer	Project Manager	Designer	
	Hourly Rate	\$250	\$175	\$160	\$90	
Mechanical and Plumbing	Hours	20	84	210	400	714
	Cost	\$5,000	\$14,700	\$33,600	\$36,000	\$89,300
Electrical	Hours	8	60	150	320	538
	Cost	\$2,000	\$10,500	\$24,000	\$28,800	\$65,300
Totals:	Hours	28	144	360	720	1252
	Cost	\$7,000	\$25,200	\$57,600	\$64,800	\$154,600

GENERAL TERMS AND CONDITIONS

1. **STANDARD OF CARE.** The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of NV5's profession currently practicing under similar conditions and in the same locality as the Project. Data, interpretations and recommendations by NV5 will be based solely on information discovered by, or made available to, NV5 during the course of the engagement. In connection with such information, NV5 shall not be responsible for the use or interpretation of such information by non-parties to this Agreement. NV5 shall not be held liable for problems that may occur if NV5's recommendations are not followed.
 - a. It is understood and agreed that the NV5 shall not be held responsible for any inaccuracies in any materials, data or records as provided to the NV5 by the CLIENT, which have been prepared by any other person, firm or agency and on which NV5 in its professional judgment has relied and/or utilized in the performance of the NV5's services. Client agrees that NV5 shall not be responsible for the means, methods, procedures performance, site safety of the construction contractors or subcontractors, or for their errors or omissions. Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. This Agreement and the Services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.
 - b. NV5 makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services were performed in a manner consistent with the level of care and skill ordinarily exercised by members of NV5's profession currently practicing under similar conditions and in the same locality as the Project.
2. **PAYMENTS.** NV5 will submit to Client invoices for the balance due, which shall be due and payable immediately upon submission. If Client objects to all or any portion of any invoice, Client will so notify NV5 in writing within ten (10) calendar days of the invoice date, identify the cause of disagreement, and immediately pay that portion of the invoice not in dispute. In the absence of written notification described above, the balance as stated on the invoice shall be deemed accepted. Invoices are delinquent if payment has not been received when due. In such event, Client shall pay an additional charge of one and one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. NV5 shall be entitled to recover for all costs and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount. NV5 reserves the right to withhold all reports or deliverables unless and until payment is made by Client in accordance with this Agreement.
 - a. If the Client fails to make payment when due, NV5 may, upon seven (7) days written notice to the Client, suspend performance of services under this Agreement. Suspension of services will include, depending on the phase of the project, withholding delivery of reports, studies, construction documents, affidavits, closeout documents, and/or other applicable documents. In the event of a suspension of services, NV5 will have no liability to the Client and/or Owner for delay or damage caused the Client/and or Owner because of such suspension of service.
 - b. If applicable, within a reasonable period of time after submitting our invoices to the Client, NV5 reserves the right to contact the Owner directly for assistance and/or to have payment made directly from the Owner to NV5 in lieu of receiving payments from the Client.
3. **REIMBURSABLE EXPENSES.** Transportation, lodging and meals in connection with travel; postage and delivery charges; reproduction and plotting costs; automobile travel; miscellaneous items, and subconsultants/ subcontracts (if required) will be invoiced as stated in the Agreement. Mileage charges for automobiles will be invoiced at the prevailing rate established by the IRS. In those situations where reimbursable expenses are invoiced separately, backup for expenses will be provided only if required contractually by the Client or Owner.
4. **RETAINAGE.** No retainage will be held from payment of NV5's invoices.
5. **SEPARATE CONSULTANTS.** If a firm or firms are separately engaged by the Client or the Owner to provide services under the general direction of NV5, NV5 will have no responsibility or liability for the performance or technical sufficiency of the services of such separately engaged firms.

TERMS AND CONDITIONS

6. **DEDUCTIONS.** No deduction will be made from NV5's compensation on account of claims of negligence in performance of professional services by NV5, except in the case where the finder-of-fact has made a determination of professional negligence by NV5 and assessed damages caused by NV5's negligence. In such a case, the compensation to NV5 may be offset by the damages (or any part of damages) assessed by the finder-of-fact.
7. **DOCUMENTS.** All documents including reports, electronic media, and drawings, prepared or furnished by NV5 and its sub-consultants pursuant to this Agreement are instruments of service in respect of this Project and NV5 will retain an ownership and property interest therein whether or not the Project is completed. The Client may make and retain copies of such documents for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for reuse by the Client, including extensions of the Project or on any other project, nor are they to be relied upon by anyone other than the Client. Accordingly, the Client will, to its fullest extent permitted by law, defend, indemnify and hold harmless NV5 from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from any unauthorized reuse of the documents or disbursement by Client to third parties. If it is necessary to distribute any documents to an unrelated third party, both the third party and Client agree: (a) the third party is bound by all of the conditions and limitations of this Agreement and related documents; and (b) the third party is bound by all limitations of liability or indemnity provisions. NV5 reserves the right to remove its professional seal and title block from documents turned over to the Client.
8. **DISPUTE RESOLUTION.** Client agrees that in the event NV5 institutes litigation to enforce or interpret the provisions of this Agreement, such litigation is to be brought and adjudicated in CA, and Client waives the right to bring, try or remove such litigation to any other county or judicial district. The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the NV5, unless the Client has first provided the NV5 with a written certification executed by an independent consultant currently practicing in the same discipline as the NV5 and licensed in the same State. This certification shall: (i) contain the name and license number of the certifier; (ii) specify the acts or omissions that the certifier contends are not in conformance with the standard of care in paragraph 23; and (iii) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. After attempting to negotiate among themselves in good faith, and prior to the initiation of any legal proceedings, the parties agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to non-binding mediation. Mediation will be conducted under the auspices of a mediation service or professional mediator as the parties agree upon. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this Agreement. This Article will survive completion or termination of this Agreement, but under no circumstances will either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such a claim or dispute under the laws of the State of CA. The parties agree that all causes of action against each other shall accrue no later than the date of substantial completion of the project.
9. **JOBSITE SAFETY.** Neither the professional activities of NV5, nor the presence of NV5 or its employees and subconsultants at a construction/project site, will relieve the Owner and Contractor of its obligations, duties and responsibilities, including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agency. NV5 has no authority to exercise any control over any contractor in connection with the Work, including construction means, methods, sequence, techniques or procedures. The parties agree that NV5 shall not be responsible or liable for jobsite safety.
10. **COST ESTIMATES.** As NV5 has no control over construction costs or contractor's prices, any reasonable estimate of construction costs made by NV5 will be on the basis of NV5's experience and judgment as design professionals. NV5 cannot and does not warrant or guarantee that contractor's proposals, bids or costs will not vary from our estimates.
11. **ENERGY ESTIMATES/MODELING.** NV5 has no control over building and equipment operation and/or maintenance, or climatic conditions. Accordingly, any energy estimates and/or models are made on the basis of NV5's experience and judgment as design professionals. NV5 cannot and does not warrant or guarantee that actual building or system operating costs will not vary from our estimates and/or models.

TERMS AND CONDITIONS

12. **HAZARDOUS MATERIALS.** NV5 will have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, PCB's, or other toxic substances.
13. **CLIENT'S RESPONSIBILITIES.** The Client will provide NV5 with all existing, reliable, and accurate information relating to the Project, but not limited to existing conditions, soils investigations, and program data. If the Client becomes aware of any fault or defect in the Project or NV5's services, he/she will promptly notify NV5. The Client will furnish required information or services as expeditiously as necessary for the orderly performance of the services.
14. **OWNER REPRESENTATIVE.** If the Owner retains an Owner Representative for the Project, the Owner shall provide to NV5, in writing, a list of duties, responsibilities and authority (DR&A list) the Owner Representative has been assigned by the Owner. NV5 shall be entitled to rely upon the proper performance by the Owner Representative for the items on the DR&A list and shall bear no responsibility to the Owners or its representative(s) for any opinions, directions or decisions given by the Owner and Owner Representative that are in conflict with DR&A. In the event the Owner makes any changes to the Owner Representative's DR&A list, the Owner shall notify NV5, in writing, in a timely manner. NV5 shall be entitled to rely solely upon the Owner Representative's decisions and directions as to all areas listed in the DR&A list. If any Owner-directed changes to the Owner Representative's DR&A list result in additional time or expense in order for NV5 to prepare, coordinate or respond to changes to the plans or specification, NV5 shall be entitled to an equitable adjustment in fees and schedule for the performance of these additional services.
15. **INSURANCE.** At all times during the terms of this Agreement the NV5 shall maintain, at its own cost and expense, insurance coverage as protection from claims filed against NV5 as follows:
 - a. Workers Compensation (as required by law)
 - b. Commercial General Liability (to person or property)
 - c. Commercial Automobile Liability (to person or property)
 - d. Professional Liability (errors and omissions)
 1. At the request of the Client, NV5 shall provide appropriate certificates thereof. In the event a claim against the NV5 is brought, alleging errors or omissions by the NV5 and NV5 is found NOT to be legally liable, then Client shall pay all costs incurred by NV5 in defending itself against such claim.
16. **GREEN/LEED® DESIGN.** If the Project includes any level of LEED, Green Building Rating System and other similar environmental guidelines (collectively "LEED"), the Client and/or Owner recognize that the achievement of such certification is subject to third parties over which NV5 has no control, and may require the cooperation of the Client, Owner, Contractor, and others. The Client and/or Owner acknowledge and understand LEED is subject to various and possible contradictory implementation. Therefore, the Parties agree that if LEED certification is the stated goal of the Project, NV5 shall use reasonable care in its design to achieve the goal but makes no warranty or guarantee that the Project, when complete, will actually achieve LEED certification. In addition, the Client and/or Owner acknowledge that its desire to achieve LEED may impact the available design and product options and may impact the overall cost, schedule, and performance of the complete project. The Client and/or Owner have accepted these potential impacts in the recognition of the importance it has placed on the values of a LEED project.
17. **PERIOD OF PERFORMANCE.** Except as otherwise provided for in the Agreement, if the services covered under this agreement have not been completed within twelve (12) months, through no fault of NV5, the amounts of compensation, rates and multipliers set forth herein will be equitably adjusted with respect to services performed after that date.
18. **TAX CREDIT.** The Client agrees that any State or Federal energy related tax deduction and/or credit available to NV5 as result of the Project, including but not limited to the 179-D Tax Credit, will be assigned to NV5 as the MEP/FP Engineering Consultant.

19. **WAIVER OF CONSEQUENTIAL DAMAGES.** To the fullest extent permitted by law, neither the Client nor NV5, its subconsultants and subcontractors, shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to loss of use, loss of profit, loss of business, loss of income, loss of reputation, increased energy, water and other operational costs, unrealized tax incentives, credits, deductions and or rebates, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty.
20. **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to both the Client and NV5, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of NV5 to the Client, and anyone claiming by, through or on behalf of the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of NV5 to the Client shall not exceed \$50,000.00, or NV5's total fee for services paid on this Project, whatever is less. It is understood that this limitation applies to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. It is intended that this limitation of liability applies to all services performed on the project (including any future assignments or enlargements to the scope of services). It is also intended that this limitation of liability applies to NV5 and its employees.
21. **CONTINGENCY.** The Client and/or Owner and NV5 agree that certain increased costs and changes may be required because of possible omissions, ambiguities, or inconsistencies in the drawings and specifications prepared by NV5 and, therefore, that the final construction cost of the Project may exceed the contracted construction cost. The Client and/or Owner agrees to set aside a reserve in the amount of five percent (5%) of the Project construction cost as a contingency to be used, as required, to pay for any such increased costs and changes. The Client and/or Owner further agrees to make no claim by way of direct or third-party action against NV5 or its subconsultants with respect to any increased costs within the contingency because of such changes. Not included in the contingency are typical change orders for owner requested changes, unforeseen conditions, substitution of equipment, changes in design, and/or code official required changes.
22. **TERMINATION OR ABANDONMENT.** The Agreement may be terminated by NV5 upon no less than seven (7) days written notice, should the Client fail substantially to perform in accordance with the terms of this agreement through no fault of NV5.
23. **MISCELLANEOUS.** This Agreement (consisting of the "Standard Terms and Conditions" and the Letter Agreement) constitutes the complete and sole agreement between NV5 and the Client with respect to the Project, and may be amended only by a written document signed by both parties, and will be governed by the laws of the State of CA.
24. **SUCCESSORS AND ASSIGNS.** Neither the Client nor the NV5 shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that are or may become due) this document, or any claims that may arise from the performance of services under this agreement, without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this document. Nothing contained in this paragraph shall prevent the NV5 from employing such independent consultants, associates and subcontractors, as it may deem appropriate to assist in the performance of services hereunder. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Client and the NV5. Nothing herein shall create a contractual relationship with or cause of action in favor of a third party against either the Client or NV5.
- a. All claims and causes of actions between the parties to this agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of substantial completion for acts or failures to act occurring prior to substantial completion, or the date of the issuance of the final certificate for payment for acts or failures to act occurring after substantial completion.
25. **MISCELLANEOUS.** This Agreement represents the entire agreement between the parties. No other prior written or oral representations, negotiations, or discussions are part of this agreement. To the extent allowed by law, any agreement that is a part of the scope of NV5 services and incorporated by reference into this Agreement shall be subordinated to the terms and conditions of this Agreement where they conflict.
- a. Should a court find one of the provisions of this Agreement unenforceable, the remaining provisions of this Agreement shall remain in full force and affect.

TERMS AND CONDITIONS

- b. This Agreement shall be interpreted by the parties in a manner that ensures this Agreement's compliance with applicable local, state, federal, or foreign laws. The parties affirm that this Agreement is a collaborative effort between Client and NV5, with no single party considered the drafter of this Agreement or having the drafting of this document construed against them.
- c. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

PROPOSAL ACCEPTANCE AGREEMENT

Description of Services: As stated in the project description of the preceding proposal document.
 Project Name: Placentia City Hall and Police Station HVAC System Replacement and Solar Energy Project
 Project Location: Placentia, CA
 Proposal No.: P60022-0002090.00
 Proposal Date: February 28, 2022

APPROVAL & PAYMENT OF CHARGES: Invoices will be charged and mailed to the account of:

Firm: _____

Attention: _____

Address: _____

_____ Email: _____

Telephone: _____ Fax: _____

PROPOSAL ACCEPTED BY:

AUTHORIZED SIGNATURE: _____

NAME & TITLE: _____

DATE ACCEPTED: _____

PAYMENT TERMS: Payments are due within thirty (30) days of submission of NV5's statement of services.
Please remit payments to: PO Box 74008680, Chicago, IL 60674-8680

PROPERTY OWNER IDENTIFICATION (If other than above)

Name: _____

Address: _____

Telephone: _____ Fax: _____

This Proposal Acceptance Agreement, the scope of services outlined in the proposal, Schedule of Fees, and standard terms and conditions constitute the entire agreement between the Client and NV5, and supersede all prior written or oral understandings.



EXHIBIT A

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2022

4/6/2022

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

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

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:	
	PHONE (A/C. No. Ext):	FAX (A/C. No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : The Continental Insurance Company	NAIC # 35289
INSURED 1491108 JBA Consulting Engineers, Inc. 163 Technology Drive Suite 100 Irvine CA 92618	INSURER B : National Fire Insurance Co of Hartford	20478
	INSURER C : Transportation Insurance Company	20494
	INSURER D : Berkley Insurance Company	32603
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 18404078

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Cross Liab Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Deductible: None	Y	N	7014856125	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	7014842659	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$0	N	N	7014841883	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$ XXXXXXXX
B C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	Y N/A	7014842824(AOS) 7014842810(CA)	5/1/2021 5/1/2021	5/1/2022 5/1/2022	<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
D A A	Prof/Poll Liab Bus Per Prop Leased/Rented Equip	N	N	AEC-9044114-05 7014856125 7014900785	5/1/2021 5/1/2021 5/1/2021	5/1/2022 5/1/2022 5/1/2022	Ea. Claim/Agg. \$10M/\$20M Limit \$18,219,515 Limit \$100,000

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

The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are included as additional insureds if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy. A waiver of subrogation applies in favor of The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers if required by written contract with respect to Workers' Compensation per the terms and conditions of the policy where permitted by state law.

CERTIFICATE HOLDER

18404078
City of Placentia
401 E. Chapman Ave.
Placentia CA 92870

CANCELLATION See Attachments

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II.** But if the **written contract** requires:
- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;
- then paragraph **I.** above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage**, or **personal and advertising injury** arising out of:
- A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

Primary and Noncontributory Insurance



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

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**;
 for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement.

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

It is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To The Insurer** is amended by the addition of the following:

Solely with respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA68021XX (02-2013)

Endorsement Effective Date: 05/01/2021

Policy No: 7014856125, 7014842659,7014841883

CNA

**CNA71526XX
(Ed. 10/12)**

ADDITIONAL INSURED ENDORSEMENT - CONTRACTUAL OBLIGATION

It is understood and agreed that this endorsement amends the BUSINESS AUTO COVERAGE FORM as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

AS REQUIRED BY CONTRACT

1. Paragraph A.1. Who Is An Insured of Section II - LIABILITY COVERAGE is amended to include as an additional insured the person or organization scheduled above, but only if you are required by "written contract" to make that person or organization an additional insured under this policy.

2. The insurance provided to the additional insured is limited as follows:

- a. The person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of a covered "auto" and caused by your negligent acts or omissions or the negligent acts or omissions of someone, other than the additional insured, for whom you are legally liable.
- b. The person or organization is not an additional insured for the person or organization's own acts or omissions, nor those of anyone, other than you, for whom the person or organization is legally liable.
- c. We will not provide the additional insured any broader coverage or any higher limit of liability than the least that is:

- (1) Required by the "written contract"; or
- (2) Afforded to you under this policy.

3. Condition 2. Duties In the Event of Accident, Claim, Suit or Loss of Section IV - BUSINESS AUTO CONDITIONS

is amended to add the following conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- a. Give us written notice of an "accident" which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- b. Agree to make available any other insurance the additional insured has for a loss we cover under this policy;
- c. Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- d. Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this policy. But if the "written contract" requires this insurance to be primary and non-contributory, this provision d. does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a "suit."

4. Only for the purpose of the insurance provided by this endorsement, SECTION V - DEFINITIONS is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured under this policy, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to the accident for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

Policy No: 7014842659

Effective Date: 5/1/2021

Insured Name: JBA Consulting Engineers, Inc.

CNA71526XX (Ed. 10/12)



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
AS REQUIRED BY CONTRACT

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

0000079607040579663



POLICY NUMBER: 7014842659

COMMERCIAL AUTO
CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured: NV5 Global, Inc

Endorsement Effective Date: 05/01/2021

SCHEDULE

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

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE SUCH RIGHT OF RECOVERY IN A WRITTEN CONTRACT OR AGREEMENT.

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

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





NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: CC68021A (02-2013)
Endorsement Effective Date: 05/01/21

Policy No: 7014842824; 7014842810

CNA

**POLICY NO: 7014842824
WORKERS COMPENSATION**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations. All other terms and conditions of the policy remain unchanged. This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC00 03 13 (04-1984)

Endorsement Effective Date: 5/1/2021

Policy: 7014842824

CNA

WORKERS COMPENSATION

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver
 Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: Waiver of Subrogation Operations

Premium:

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

1. Advance Premium: Waiver of Subrogation Advance Premium

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No:WC.:42 03 04 B (06-2014)
Endorsement Effective Date:05/01/2021
Policy No. 7014842824

CNA

UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 43 03 05 (07-2000)

Endorsement Effective Date: 05/01/2021

Policy No. 7014842824



BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is **Blanket Waiver of Subrogation Percentage Charge%**.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997)

Endorsement Effective Date: 05/01/2021

Policy No. 7014842810

Notice of Cancellation to Certificate Holder(s) Endorsement

In consideration of the premium paid for this Policy, it is understood and agreed that Section VII, Conditions, H. Notice of Cancellation, is amended by adding the following provision:

In the event this Policy is to be cancelled by you or by us, we agree to give thirty (30) days prior notice to the certificate holder(s) with mailing addresses on file with the agent of record.

This provision does not apply if cancellation is due to nonpayment of premiums to us or to a finance company authorized to cancel this Policy.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to the **Policy Period** stated in Declarations, Item 2.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon us or our agents or representatives.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured NV5 Global, Inc.	Policy Number AEC-9044114-05
Effective Date of This Endorsement 05/01/2021	Authorized Representative

Berkley Insurance Company**Change Endorsement****Other Insurance**

In consideration of the premium paid for this Policy, it is understood and agreed that Section VII. Conditions, I. Other Insurance is deleted and replaced with the following:

I. Other Insurance

If there is other collectible insurance, including but not limited to other professional liability insurance or project specific insurance, that applies to a **Claim** covered by this Policy, the other insurance shall be primary and this Policy shall be excess over the other insurance, unless the other insurance is written specifically excess of this Policy. This Policy will then apply to the amount of the **Claim** that exceeds the available limits of liability and any deductibles or retention amounts of the other insurance, as well as the Deductible under this Policy. If such other insurance has a duty to defend a **Claim** or assumes the defense of a **Claim**, this Policy shall not be obligated to defend that **Claim**.

Solely as respects Insuring Agreement B — Contractor's Pollution Liability, when required in a signed, written agreement executed prior to the report date of a **Claim**, this policy shall be primary to other collectible insurance that applies to those **Claims** resulting from the performance of your **Contractor Services**. Any other collectible insurance that applies to a **Claim** covered by Insuring Agreement B shall be excess and non-contributory.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured NV5 Global, Inc.	Policy Number AEC-9044114-05
Effective Date of This Endorsement 05/01/2021	Authorized Representative

Berkley Insurance Company

Architects, Engineers & Consultants

Professional Liability Contractor's Pollution Liability Cyber Liability Media and Personal Injury Liability

NOTICE: THIS IS A CLAIMS MADE AND REPORTED IN WRITING POLICY. SUBJECT TO ITS PROVISIONS, COVERAGE APPLIES ONLY TO CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING A POLICY YEAR AND FIRST REPORTED TO US IN WRITING WITHIN THAT SAME POLICY YEAR, OR WITHIN ONE HUNDRED AND TWENTY (120) DAYS AFTER THE END OF SUCH POLICY YEAR, UNLESS AN OPTIONAL EXTENDED REPORTING PERIOD APPLIES. THIS POLICY CONTAINS PROVISIONS THAT LIMIT THE AMOUNT OF CLAIM EXPENSES THE COMPANY IS RESPONSIBLE TO PAY IN CONNECTION WITH CLAIMS. THE PAYMENT OF CLAIM EXPENSES WILL REDUCE THE LIMITS OF LIABILITY STATED IN ITEM 3 OF THE DECLARATIONS.

PLEASE READ THE POLICY CAREFULLY.

The words "we," "us" and "our" mean the Insurance Company listed in the Declarations Page of this Policy. The words "you" and "your" mean any person or entity described in the definition of **Insured**. Words in bold print have special meanings defined in Section VI. Definitions.

In consideration of the payment of the Policy premium stated in Item 5 of the Declarations, and subject to all the terms, and in reliance upon the statements made in the application, which either is attached to this Policy or shall be deemed attached to this Policy by this provision, we agree with you as follows:

I. Insuring Agreements

We will pay up to the Limits of Liability and subject to the Deductible stated in the Declarations all sums that the **Insured** becomes legally obligated to pay as **Damages** and **Claim Expenses** resulting from a **Claim** first made against the **Insured** during the **Policy Year** and first reported to us in writing during the same **Policy Year**, or within 120 days after the end of such **Policy Year**, provided that:

A. Architects and Engineers Professional Liability

1. The **Claim** arises out of a **Wrongful Act** in, or **Pollution Incident** from, the performance of your **Professional Services**;
2. The **Wrongful Act** or **Pollution Incident** took place on or after the Retroactive Date stated in the Declarations and before the end of the same **Policy Year** the **Claim** was first made; and
3. Prior to the **Knowledge Date** stated in the Declarations, none of the **Principal Insureds** knew or could have reasonably expected that any subject **Professional Services** might give rise to a **Claim**.

B. Contractor's Pollution Liability

1. The **Claim** arises out of a **Pollution Incident** from the performance of your **Contractor Services**;
2. The **Contractor Services** took place on or after the Retroactive Date stated in the Declarations and before the end of the same **Policy Year** the **Claim** was first made; and
3. Prior to the **Knowledge Date** stated in the Declarations, none of the **Principal Insureds** knew or could have reasonably expected that any subject **Contractor Services** might give rise to a **Claim**.

C. Cyber Liability

1. The **Claim** arises out of a **Wrongful Act** in the performance of your **Professional Services** and that:
 - a. is specifically related to **Information Technology Services**; or
 - b. results in the failure of **Information Technology Products** to perform the function or serve the purpose intended; or
 - c. results in a **Cyber Security Breach**; and

BERKLEY INSURANCE COMPANY

2. The **Wrongful Act** was committed on or after the Retroactive Date stated in the Declarations and before the end of the same **Policy Year** the **Claim** was first made; and
3. Prior to the **Knowledge Date** stated in the Declarations, none of the **Principal Insureds** knew or could have reasonably expected that any subject **Professional Services** might give rise to a **Claim**.

D. Media and Personal Injury Liability

1. The **Claim** arises out of a **Wrongful Act** in the performance of your **Professional Services, Media Activities** or **Information Technology Services** that result in:
 - a. infringement of copyright, piracy, plagiarism or misappropriation or unauthorized use of the intellectual property of others that is obtained by you under **Contract**;
 - b. infringement of trade dress, domain name, title or slogan, or the dilution or infringement of trademark or servicemark;
 - c. negligence regarding the **Content** of any **Media Communication** including harm caused through any reliance or failure to rely upon such **Content**;
 - d. misappropriation of trade secret;
 - e. defamation, libel, slander, product disparagement, trade libel, or other tort related to disparagement or harm to the reputation or character of any person or organization; but not including slander of title or any other **Claim** related to real or other tangible personal property;
 - f. invasion or interference with the right to privacy or of publicity;
 - g. misappropriation of any name or likeness for commercial advantage;
 - h. false arrest, detention or imprisonment or malicious prosecution; or
 - i. invasion of or interference with any right to private occupancy, including trespass, wrongful entry, eviction or eavesdropping;
2. The **Wrongful Act** was committed on or after the Retroactive Date stated in the Declarations and before the end of the same **Policy Year** the **Claim** was first made; and
3. Prior to the **Knowledge Date** stated in the Declarations of this Policy, none of the **Principal Insureds** knew or could have reasonably expected that any subject **Professional Services** might give rise to a **Claim**.

II. Territory

- A. The coverage afforded by this Policy applies worldwide.
- B. We shall not be required to provide any coverage, pay any **Claim** or provide any other benefit hereunder to the extent that provision of such coverage, payment of such **Claim** or provision of such other benefit would be in violation of any trade or economic sanctions, laws or regulations of the United States including, but not limited to, those administered by the U.S. Treasury Office of Foreign Assets Control, or of any other jurisdiction with which we are legally obligated to comply.

III. Additional Coverages

All payments made under this section are not subject to the Deductible and are in addition to the Limits of Liability shown in the Declarations. All other Policy Terms and Conditions shall be applicable to these Additional Coverages.

- A. Free **Claim** Prevention Assistance
If during the **Policy Year**, you report a **Circumstance** in accordance with Conditions A., until a **Claim** related to that **Circumstance** is made, we will pay all costs or expenses that we incur, or that you incur, with our prior written consent, for purposes of investigating, mitigating or avoiding a **Claim**.
- B. Disciplinary, Regulatory or Administrative Expense Reimbursement
We shall reimburse you, upon written request, for reasonable legal fees and expenses you incur in responding to any:
 1. Disciplinary Proceeding, both commenced against you and reported to us during the **Policy Year**, by a regulatory or disciplinary official, board or agency, to investigate charges of professional misconduct in the performance of **Professional Services**, or
 2. Regulatory or Administrative Action, including, but not limited to, one concerning the Americans with Disabilities Act of 1990, The Federal Fair Housing Act or the Occupational Safety and Health Act, both commenced against you and reported to us during the **Policy Year**, provided that the action arises out of a **Wrongful Act**, in the performance of **Professional Services**, committed or alleged to have been committed by you on or after the Retroactive Date(s) stated in Item 6 of the Declarations.
 3. Regulatory or Administrative actions brought against you by a government agency under the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, both commenced against you and reported to us during the **Policy Year**, provided that the regulatory or administrative actions:
 - a. arise out of the performance of **Professional Services**, committed or alleged to have been committed by you on or after the Retroactive Date(s) stated in Item 6 of the Declarations, and
 - b. do not arise out of services performed as a Municipal Advisor as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010.

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The maximum we will pay pursuant to this Additional Coverage provision is \$50,000 for all such actions commenced against you and reported to us during the **Policy Year**. We will not pay any other amounts under this provision for such actions, including but not limited to **Damages**, fines, taxes and penalties.

- C. **Defendants' Reimbursements**
Upon your written request, we will reimburse you up to \$400 a day for all **Insureds** combined, subject to a maximum of \$15,000 per **Claim**, for your actual loss of earnings for your attendance, at our written request, at a trial, hearing, deposition, **Mediation** or arbitration involving a **Claim**.
- D. **Fee Dispute Mitigation Reimbursements**
If you attempt to recover a **Withheld Fee** from a client and:
1. as a result of such collection attempts, the client first makes a **Claim** during the **Policy Period** against you for an amount greater than the **Withheld Fee**, and
 2. you provide us with written confirmation from your client, acceptable to us, that they will withdraw their **Claim** against you, in exchange for your not pursuing your **Withheld Fee**,
- then we will pay 50% of your **Withheld Fee**, up to a maximum policy aggregate amount of \$25,000. You must provide such written confirmation from your client prior to our payment of your **Withheld Fee**.
- E. **Peer Review Reimbursement**
Upon your written request during the **Policy Period**, we will reimburse half the cost of a peer review, conducted by a qualified national professional society such as the American Institute of Architects, the American Council of Engineering Companies or a pre-approved Provider designated by us, subject to a maximum of \$5,000 per **Policy Period** for all such programs.
- F. **Cyber Security Breach Response Reimbursement**
Upon your written notification to us during the **Policy Period of a Cyber Security Breach**, we will engage a qualified firm on your behalf to:
1. investigate the breach;
 2. notify any parties affected by the breach;
 3. perform credit monitoring service for your clients' individual personal data or your clients' corporate data lost because of the breach; and
 4. restore or recreate, if possible, any of your clients lost **Content** caused by the breach. The maximum we will pay pursuant to this Additional Coverage provision is \$50,000 per **Policy Period**.
- G. **Crisis Management/Public Relations Event**
Upon your written request, we shall reimburse you for reasonable costs you incur during the **Policy Year** for consultation with a public relations firm to respond to or avert negative publicity, or a potential threat to your reputation, arising from a Crisis Management/Public Relations event. A Crisis Management/Public Relations event means the death or departure of a **Principal Insured**, the arrest or threatened arrest of a **Principal Insured** arising from your **Wrongful Acts**, a publication or broadcast identifying an **Insured** and asserting or suggesting criminal conduct of an **Insured**, or any other event we agree may have a material adverse effect on the reputation of an **Insured**.
The maximum we will pay pursuant to this Additional Coverage provision is \$30,000 per **Policy Period**.

IV. Exclusions Applicable to All Insuring Agreements

This Policy does not apply to and we shall not be liable for **Damages** or **Claim Expenses** resulting from any **Claim** or **Circumstance** that is for, based upon or arising out of:

- A. your dishonest, criminal, malicious or fraudulent act or omission; however, this Exclusion shall not apply to our duty to defend any **Claim** unless or until a final adjudication adverse to you establishes that you committed such dishonest, criminal, malicious or fraudulent, act or omission. This exclusion shall not apply to any **Insured** that did not commit, participate in, or have knowledge of any dishonest, fraudulent, criminal or malicious act or omission.
- B. or brought by or on behalf of or with the assistance of, or actual or potential liability to:
1. any **Insured**; or
 2. any person or entity (or its subrogees or assignees):
 - a. that wholly or partly owns, operates, manages or controls any **Insured**;
 - b. that any **Insured** operates, manages, or controls; or
 - c. in which any **Insured** has an ownership interest of greater than 49%.
- C. liability assumed under any **Contract**. This exclusion does not apply to:
1. any liability that you would have in the absence of that **Contract**, or
 2. your contractually assumed obligation to reimburse any person or entity for their reasonable costs of defense pursuant to an indemnity or hold harmless provision in your **Contract** for **Professional Services**, as long as such obligation is limited in the **Contract** to the portion of such costs equal to the percentage of your liability as ultimately determined after adjudication in a court of competent jurisdiction to be caused by your **Wrongful Act** or **Pollution Incident** using principles of comparative fault. This exception to exclusion C shall not apply to any obligation to provide a defense prior to the ultimate determination of fault.

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- D. actual construction performed by any **Insured**, its agent, or subcontractor, including, but not limited to, performing construction, erection, fabrication, installation, assembly, manufacture, demolition, dismantling, drilling, excavation, dredging, remediation, or supplying any materials, parts, or equipment, except for supplying furnishings as a part of interior design services.
This exclusion does not apply to drilling, excavation or other sampling or testing procedures necessary to perform your **Professional Services**. Furthermore, this exclusion does not apply to Insuring Agreement B, Contractor's Pollution Liability.
- E. your ownership, rental, lease, maintenance, operation, use, repair, voluntary or involuntary sale, transfer, exchange, gift, abandonment or condemnation of, or **Bodily Injury** or **Property Damage** caused by, any real or tangible personal property including without limitation, automobiles, aircraft, **Drone**, watercraft and other kinds of conveyances.
This exclusion does not apply to your **Professional Services** that incorporate information obtained from the use of a **Drone**.
- F. the design or manufacture of any goods or products for multiple sale or mass distribution that are sold or supplied by you or by others under license from you.
- G. the actual, alleged, or threatened exposure to nuclear source material, nuclear by-product materials, nuclear waste activities, nuclear incident, or extraordinary nuclear occurrence, as defined in the Atomic Energy Act of 1954 or as amended.
- H. any pension, healthcare, welfare, profit sharing, mutual or investment plans, funds, trusts and other type of employee benefit; any employment obligations, decisions, practices or policies as an employer, including but not limited to, any **Claim** under workers compensation, unemployment compensation, employee benefits, or disability benefits; or any violation of the Employee Retirement Income Security Act of 1974 or the Patient Protection and Affordable Care Act of 2010 or any amendment to these Acts or any similar local, state, federal or foreign equivalent law or regulation.
- I. actual or alleged discrimination, humiliation, harassment or misconduct, including but not limited to any conduct based on an individual's race, religion, color, gender, sexual preference or orientation, national origin, age, disability or marital status. This exclusion does not apply to an otherwise covered **Claim** brought under Title II of the Americans with Disabilities Act or the Fair Housing Act, or any similar state or local law or ordinance.

V. Exclusions – Applicable to Insuring Agreements C & D Only

In addition to the Exclusions Applicable to All Insuring Agreements (Section IV), Insuring Agreements C and D also do not apply to and we shall not be liable for **Damages** or **Claim Expenses** resulting from any **Claim** or **Circumstance** that is for, based upon or arising out of:

- A. Bodily Injury** or **Property Damage**.
- B.** inaccurate, inadequate or incomplete description of the price of goods, products or services; cost guarantees, cost representations or **Contract** price estimates of probable costs or cost estimates actually or allegedly being exceeded; the failure of goods, products or services to conform with any represented quality or performance contained in any **Advertising**; or any actual or alleged gambling, contest, lottery, promotional game or other game of chance.
- C. any actual or alleged obligation to make licensing fee or royalty payments, including but not limited to the amount or timeliness of such payments.
- D.** any costs or expenses incurred or to be incurred for:
1. the reprinting, recall, removal or disposal of any **Media Material**, including any media or products containing such **Media Material**; or
 2. the withdrawal, recall, inspection, repair, replacement, reproduction, removal or disposal of:
 - a. **Information Technology Products**, including any products or other property of others that incorporate **Information Technology Products**;
 - c. work product resulting from or incorporating the result of **Information Technology Products**; or
 - d. any products or other property on which **Information Technology Services** are performed;
 provided that this exclusion shall not apply to **Claims** for the resulting loss of use for the **Media Material** or **Information Technology Products**, or loss of use of the work product resulting from such **Information Technology Services**.
- E.** any spike in, surge of, decrease in, disruption of, fluctuation in or failure of any infrastructure service or utility provided by a third party, including but limited to power, water, gas, communications or connectivity; or fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical or force majeure event.
- F.** any actual or alleged antitrust violation, restraint of trade, unfair competition, violation of the Sherman Antitrust Act, the Clayton Act, the Robinson-Patman Act, as amended or any similar law or legislation or any state, province or other jurisdiction, false, deceptive or unfair trade practices, violation of consumer protection laws or false, deceptive or misleading **Advertising**.
- G.** any action brought by or on behalf of the Federal Trade Commission, the Federal Communications Commission or any similar government entity, in such entity's regulatory or official capacity.
- H.** any actual or alleged infringement or copyright or misappropriations of trade secret arising out of or related to **Information Technology Products** or **Information Technology Services**.

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- I. the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, or condition of use of any property.
- J. the delay in delivery or performance, or failure to deliver or perform, at or within an agreed upon period of time.
- K. invasion of or interference with any right to private occupancy or privacy, including without limitation, trespassing or eavesdropping, arising from the use of a **Drone**.

VI. Definitions

- A. **Advertising** means material that promotes your products, services or business.
- B. **Bodily Injury** means physical injury, disease, sickness or death of any person, including any mental anguish, mental injury, emotional distress, pain and suffering or shock resulting therefrom.
- C. **Circumstance** means an event that reasonably would be expected to result in a **Claim** being made.
- D. **Claim** means any notification received by you demanding compensatory money **Damages** or compensatory, corrective or remedial services. Two or more **Claims** for or arising out of the same or related **Wrongful Act(s)** shall be considered a single **Claim** for all purposes under this Policy.
- E. **Claim Expenses** mean:
 - 1. Reasonable and necessary fees charged by an attorney(s) designated by us, or designated by you with our prior written consent, to defend a **Claim**; and
 - 2. All other fees, costs and charges, resulting from the investigation, adjustment, defense and appeal of a **Claim**, if incurred by us, or by you with our prior written consent, including premiums on appeal bonds, provided that we shall not be obligated to apply for or furnish such appeal bonds.Our determination of **Claim Expenses** shall be conclusive. **Claim Expenses** do not include your or our salary charges, wages or expenses of partners, principals, officers, directors, members or employees.
- F. **Clean-Up Costs** means costs, charges and expenses incurred in the investigation, removal or neutralization of a **Pollution Incident**, provided that such **Pollution Incident** arises out of the performance of **Professional Services** by you or on your behalf.
- G. **Content** means data, digital code, images, drawings, scents, sounds, tastes, texts or textures.
- H. **Contract** means any agreement, whether express or implied, in fact or in law, written or oral, including without limitation, hold harmless or indemnity clauses, warranties, guarantees, certifications or penalty clauses.
- I. **Contractor Services** means drilling, excavation, or other sampling or testing procedures or construction, remediation or operational activities performed by you, your agent, or your subcontractor, necessary to perform your **Professional Services**.
- J. **Cyber Security Breach** means your computer network security activities that result in:
 - 1. the failure to prevent the introduction or transmission of a computer virus or any other malicious code, but only if such computer virus or malicious code affects the data, software, firmware, systems or networks of your clients;
 - 2. the failure to provide your clients with access to your website, or your computer or communications network, when your clients have authorized use of your website, or your computer or communications network;
 - 3. failure to prevent unauthorized access to, or use of, data, software, firmware, systems or networks containing private or confidential information of your client;
 - 4. the destruction, deletion or corruption of your client's electronic data; or
 - 5. failure to prevent the theft, unauthorized or illegal disclosure or loss of your client's information listed below:
 - a. an individual, natural person's private **Content**, or
 - b. commercial confidential information that resides in or on your hardware devices or data systems.
- K. **Damages** means compensatory monetary amounts for a covered **Claim** that you become legally liable including judgments (inclusive of any pre-or post-judgment interest), awards, or settlements agreed with our prior approval. **Damages** include fines, sanctions, taxes, penalties, punitive or exemplary damages and the multiple portion of any multiplied damage award unless any are uninsurable pursuant to applicable law. For purposes of Insuring Agreement B, **Damages** include **Emergency Expense** and **Clean-Up Costs**. **Damages** do not include any return, withdrawal or reduction of professional fees, profits or other charges.
- L. **Drone** means an Unmanned Aircraft System as defined by the Federal Aviation Administration.
- M. **Emergency Expense** means reasonable and necessary expense, incurred by you, on an emergency basis, within five days of a **Pollution Incident**, to contain, control, mitigate or rectify such **Pollution Incident** resulting from your **Contractor Services** that is an imminent and substantial endangerment to public health, safety or welfare, or the environment, where the absence of such emergency action being undertaken without delay, further harm to third parties or the environment is imminent.
- N. **Information Technology Products** means a computer or telecommunication hardware or software product or other electronic product that is created, developed or manufactured by you for others including software updates, service packs and other maintenance releases for such products.
- O. **Information Technology Services** means:

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1. consulting on, design of, development of, analysis of, integration of, interface of, modification of and programming of software, hardware, networks, telecommunication systems and electronic or digital devices performed by you for your clients;
2. installation of, training in the use of, support of, servicing of, maintenance of, repair of your **Information Technology Products**;
3. marketing of, selling of, licensing of and distribution of your **Information Technology Products**;
4. storage of, warehousing of, mining of and processing of data by you for your clients;
5. managing, operating, administering and hosting your **Information Technology Products** for your clients; or
6. activities performed on your website(s); but shall not mean **Information Technology Products**.

P. Insured means the following:

1. The Named **Insured** designated in Item 1 of the Declarations, or by Endorsement to this Policy;
2. Any Named **Insured** with respect to your participation in a legal entity, including a joint venture, but solely for your legal liability for the performance of **Professional Services** by that legal entity. **Insured** does not include the legal entity or any other entity that is part of the legal entity;
3. Any person who is, was, or hereafter becomes a partner, principal, officer, director, member, or employee of the Named **Insured**, but only for **Professional Services** performed in such capacity on behalf of the Named **Insured**;
4. A retired partner, principal, officer, director, member or employee of the Named **Insured**, while acting within the scope of their duties as a consultant for the Named **Insured**;
5. Any temporary or leased personnel, but only for **Professional Services** performed while acting under the direct supervision of and on behalf of the Named **Insured**;
6. Your estate, heirs, executors, administrators, and legal representatives, in the event of your death, disability, incapacity, insolvency, or bankruptcy, but only to the extent you would have otherwise been provided coverage under this Policy;
7. Your lawful spouse or legally recognized domestic partner solely by reason of their legal status, or their ownership interest in property or assets that are sought as recovery. This shall not apply to the extent a **Claim** alleges any **Wrongful Act** by such spouse or legally recognized domestic partner;
8. With respect to Insuring Agreement **B — Contractor's Pollution Liability**, any person or organization that you are required in a written agreement, executed prior to the **Claim**, to include as an **Insured** under this Policy but solely to the extent that such person's or organization's liability arises out of your performance of **Contractors Services**;
9. Your newly formed or acquired entities, other than a partnership, joint venture or limited liability company, in which you maintain majority interest, provided there is no other similar insurance available to that entity; however:
 - a. Coverage is only afforded for ninety (90) days after you form or acquire the entity or the end of the **Policy Year**, whichever is earlier; and
 - b. Coverage does not apply to **Professional Services** provided prior to the date the firm was formed or acquired.

Q. Knowledge Date means effective date of the first Architects, Engineers & Consultants Policy issued by us to you and continuously renewed and maintained in effect to the inception of this **Policy Period**.

R. Media Activities means **Media Communications** and/or the gathering, collection or recording of **Media Material** for inclusion in any **Media Communication** in the ordinary course of your business.

S. Media Communications means the display, broadcast, dissemination, distribution or release of **Media Material** to the public by you.

T. Media Material means information in the form of words, sounds, numbers, images or graphics in electronic, print or broadcast form, including **Advertising**, but does not mean computer software or **Content**.

U. Mediation means a non-binding process in which a neutral panel or individual assists the parties in reaching their own settlement.

V. Policy Period means the period specified in Item 2 of the Declarations or any shorter period that may occur as a result of a cancellation or termination of this Policy.

W. Policy Year means each consecutive twelve (12) months beginning on the effective date of the **Policy Period** shown in the Declarations. However, if a **Policy Year** within a **Policy Period** is modified by Endorsement, then any period fewer than twelve (12) months will be deemed a separate **Policy Year**.

X. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. **Pollutants** does not mean heat, smoke, vapor, soot or fumes from a hostile fire or explosion.

Y. Pollution Incident means the actual or alleged discharge, dispersal, seepage, migration, release or escape of **Pollutants** into or upon land, the atmosphere or any watercourse or body of water, that results in **Bodily Injury** or **Property Damage**. It does not include the transportation, shipment, delivery, storage or disposal of **Pollutants**, contaminants, waste, products or materials.

Z. Principal Insureds means your directors, officers, principals, partners or insurance managers.

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- AA. Professional Services** means those services that you or others on your behalf perform for others in your practice as an architect, engineer, land surveyor, interior designer, landscape architect, construction manager, scientist, environmental or technical consultant or as otherwise defined by endorsement to this Policy. **Professional Services** do not include those services provided in the capacity of a Municipal Advisor, as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, including without limitation financial advice specific to the procurement of any financing or monies for payment of any project.
- BB. Property Damage** means physical injury to or destruction of tangible property or loss of use thereof.
- CC. Withheld Fee** means any contractually due fee that your client refuses to pay you for more than 6 months.
- DD. Wrongful Act** means any actual or alleged act, error or omission by you or by any entity or person for whom you are legally liable. Related **Wrongful Act(s)** are those that arise out of, are based on, logically or causally relate to or are in consequence of the same or related **Professional Services** or **Contractor Services**.

VII. Conditions

- A. Reporting of Circumstances That May Give Rise to a Claim**
If, during the **Policy Year**, you become aware of a **Circumstance**, and, during the same **Policy Year**, provide us with written notice of the **Circumstance**, containing:
1. When and how you first became aware of the **Circumstance**;
 2. The reasons for anticipating such a **Claim**;
 3. The nature and dates of the alleged **Circumstance**;
 4. Any alleged injuries or **Damages** sustained; and
 5. The names of potential claimants, if available,
- then any **Claim** subsequently made shall be deemed to have been made and reported on the date we received the written report of the **Circumstance**.
However, this section shall not apply to Section III. F. **Cyber Security Breach** Response Reimbursement.
- B. Reporting a Claim**
In the event of a **Claim**, you shall:
1. Promptly report the **Claim** to us in writing at the address stated in the Declarations;
 2. Provide sufficient information to identify the claimant;
 3. Immediately forward to us every demand, notice, summons or other process including institution of alternative dispute resolution proceedings received; and
 4. Provide reasonably attainable information with respect to the time, place and **Circumstances** of the **Claim** and the names and addresses of available witnesses.
- C. Defense, Cooperation and Settlement**
1. We have the right and duty to defend any **Claim** made against you to which this insurance applies. We will pay **Claim Expenses** when we have such a duty. When a **Claim** made against you is a civil proceeding, defense counsel may be designated by us, or, at our option, designated by you with our prior written consent and subject to our guidelines. All **Insureds** shall cooperate with us or our designee in the defense or investigation of a **Circumstance** or **Claim**, including but not limited to assisting us in the conduct of suits or other proceedings, settlement negotiations, and the enforcement of any right of contribution or indemnity against another who may be liable to you. You shall attend hearings, depositions and trials and assist in securing evidence and obtaining the attendance of witnesses.
 2. You shall not, except at your own cost, make any payment, admit any liability, settle any **Claim**, assume any obligation or incur any expense without our prior written consent.
 3. You shall obtain our written consent before exercising any right, assuming any obligation, or making any agreement, with respect to any dispute resolution mechanism or process, including but not limited to rejecting or demanding arbitration.
 4. We shall not settle any **Claim** without your written consent. If, however, consent to settlement recommended by us is withheld, and you elect to continue to contest the **Claim**, then our liability for **Damages** shall not exceed the amount for which the **Claim** could have been settled. We shall only be liable for 50% of **Claim Expenses** in excess of the Deductible incurred after the date the consent was withheld. You shall be liable for the remaining 50% of **Claim Expenses** in excess of the Deductible incurred after that date.
- D. When a Claim is First Made**
A **Claim** shall be considered to have been first made at the earliest time that you are aware of it. Two or more **Claims** for or arising out of the same or related **Wrongful Act(s)** shall be considered first made within the **Policy Year** in which the earliest of such **Claims** were first made, or deemed to be made pursuant to CONDITIONS A of this Policy.
- E. Limits of Liability**
1. The Limits of Liability shown in Item 3 of the Declarations and described below, are the most we will pay regardless of the number of **Insureds, Claims**, individuals or entities making **Claims**.

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2. The each **Claim** limit shown in Item 3A of the Declarations is the most we will pay for the sum of all **Damages** and **Claim Expenses** arising out of any single **Claim**. Two or more **Claims** considered a single **Claim** shall collectively be subject to the each **Claim** limit of liability shown in Item 3A of the Declarations.
3. The each **Claim** limit is the most we will pay for the sum of all **Damages** and **Claim Expenses** arising out of any single **Claim** regardless of how many Insuring Agreements may apply to such **Claim**.
4. The **Policy Year** Aggregate limit shown in Item 3B of the Declarations is the most we will pay for the sum of all **Damages** and **Claim Expenses** for all **Claims** made and reported during each **Policy Year**.
5. The payment of **Damages** and **Claim Expenses** will reduce the each **Claim** limit.

F. Deductible

You must pay the Deductible for **Claim Expenses** and **Damages** covered by this Policy before we are obligated to make any payment under the each **Claim** limit. The Deductible must be paid from your own account, and payments by other parties or insurers on your behalf shall not satisfy the Deductible. We have the right to determine the reasonableness of **Claim Expenses** that qualify to satisfy the Deductible. The Deductible for each **Claim** is set forth in Item 4A of the Declarations. The **Policy Year** Aggregate Deductible shown in Item 4B of the Declarations is the most the Named **Insured** must pay as a Deductible for the sum of all **Claims** made and reported during each **Policy Year**.

G. Deductible Credits

1. *Mediation Credit*: Your Deductible obligation may be reduced by 50%, subject to a maximum reduction of \$15,000 if you agree with our decision to use **Mediation** and the **Claim** is fully and finally resolved by such **Mediation**.
2. *Risk Management Credit*: Your Deductible obligation may be reduced by 50%, subject to a maximum reduction of \$25,000 if prior to the report date of a **Claim**, there is a signed, written and enforceable agreement for the **Professional Services** involved in the **Claim**, and it includes a clause limiting your liability to \$250,000 or less.
3. *First Claim Deductible Credit*: If the first **Claim** you ever report to us is made against you:
 - a. Greater than 24 months after the **Knowledge Date** shown on the Policy Declarations, then your Deductible obligation for that **Claim** may be reduced by 25%, subject to a maximum reduction of \$40,000; or
 - b. Greater than 36 months after the **Knowledge Date** shown on the Policy Declarations, then your Deductible obligation for that **Claim** may be reduced by 50%, subject to a maximum reduction of \$40,000.

If more than one Deductible Credit applies, your Deductible obligation will be reduced by 50%, subject to a maximum reduction of \$50,000.

H. Notice of Cancellation and Nonrenewal

This Policy may be canceled by the Named **Insured** identified in the Declarations, by surrender of the Policy to us or our authorized representative or by giving us written notice stating when, thereafter, such cancellation shall be effective. We will not cancel this Policy except for nonpayment of premium, fraud or material misrepresentation in procuring this insurance or in relation to any **Claim**, or changes in law affecting this Policy. If we cancel this Policy, we will mail or deliver to the first Named **Insured**, on behalf of all **Insureds**, written notice of cancellation. We will provide you at least ten (10) days-notice before the effective date of cancellation if we cancel for nonpayment of premium. If we cancel for any other reason, we will provide at least sixty (60) days-notice before the effective date of cancellation.

If this Policy is canceled, we will send the first Named **Insured** any premium refund due. The refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.

We will give you written notice sixty (60) days prior to the expiration of this Policy if we do not intend to renew this insurance subject to any state requirements. The notice will include our reason for nonrenewal. Proof of mailing will be sufficient proof of notice.

I. Other Insurance

If there is other collectible insurance, including but not limited to other professional liability insurance or project specific insurance, that applies to a **Claim** covered by this Policy, the other insurance shall be primary and this Policy shall be excess over the other insurance, unless the other insurance is written specifically excess of this Policy. This Policy will then apply to the amount of the **Claim** that exceeds the available limits of liability and any deductibles or retention amounts of the other insurance, as well as the Deductible under this Policy. If such other insurance has a duty to defend a **Claim** or assumes the defense of a **Claim**, this Policy shall not be obligated to defend that **Claim**.

J. Subrogation

In the event of any payment under this Policy, we shall be subrogated to all of your rights of recovery against any person or organization. You must do everything reasonably necessary to secure such rights and must do nothing after a **Claim** is made to jeopardize them. We hereby waive our subrogation rights against a client of yours to the extent that you had, prior to a **Claim** or **Circumstance**, entered into a written agreement to waive such rights. Any recovery shall first be paid to us up to the extent of any **Damages** or **Claim Expenses** paid by us and the balance shall be paid to you.

K. First Named Insured as Sole Agent

The first Named **Insured** in Item 1 of the Declarations will be the sole agent and will act on behalf of all **Insureds** for the payment or return of premium, receipt and acceptance of any endorsements, notices or provisions of this Policy, giving or receiving notice of cancellation or nonrenewal, the payment of any Deductibles, and to exercise the rights provided in Section Q Extended Reporting Period Option.

L. Alteration and Assignment

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No change in, modification of, or assignment of interest under this Policy shall be effective except when made by written Endorsement or signed by our authorized representative.

M. Change in Controlling Interest

If, during the **Policy Period**:

1. a **Named Insured** merges into or consolidates with another entity such that the **Named Insured** is not the surviving entity;
2. another person or entity acquires the **Named Insured**;
0. **another person** or entity acquires a controlling interest in the **Named Insured**; or
1. **there is** a divestiture or sale of more than fifty percent of a **Named Insured's** assets and/or liabilities; then the coverage under this Policy will continue for the **Named Insured**, but only for **Wrongful Acts that happen before the date of such event described above. This will apply unless you notify us within thirty (30) days of such event and we issue an endorsement stating otherwise.**

N. Bankruptcy or Insolvency

You or your estate's bankruptcy or insolvency will not relieve us of our obligations under this Policy.

O. Legal Action Against Us

No individual or entity has a right under this Policy to join us as a party to any action seeking Damages from you. No action may be brought against us unless you have fully complied with all the terms of this Policy.

P. Liberalization

If we file with the appropriate regulator, general revisions to the terms and conditions of the Policy form to provide more coverage without an additional premium charge, then your policy will automatically provide this additional coverage as of the date the filed revision is effective in the state shown in the mailing address of the Declarations.

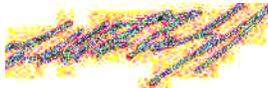
Q. Extended Reporting Period

At expiration or termination of your policy, you have an automatic one hundred and twenty (120) day period to report all Claims first made against you during the PolicyYear. Policy termination includes cancellation, non-renewal, expiration, or reduction in coverage.

You may elect one Optional Extended Reporting Period subject to the following provisions:

1. You must elect an Optional Extended Reporting Period in writing within thirty (30) days of the termination of this Policy and pay the additional premium at that time. Upon electing this option, the premium is fully earned by us and the Optional Extended Reporting Period cannot be cancelled. You are not eligible for this option if you have obtained other insurance to cover the **Claims** that would otherwise be covered by an Optional Extended Reporting Period.
2. Coverage afforded under an Optional Extended Reporting Period will apply to **Claims** resulting from a **Wrongful Act** committed on or after the Retroactive Date stated in the Declarations and before the expiration or termination of the Policy, provided the **Claim** is made against you and reported to us in writing during the Optional Extended Reporting Period.
3. The aggregate limit applicable to an Optional Extended Reporting Period shall be the remaining aggregate limit of the terminated Policy.
4. The additional premium for an Optional Extended Reporting Period will be 100% of the expiring annual premium for a one (1) year period, 150% of the expiring annual premium for a two (2) year period and 185% of the expiring annual premium for a three (3) year period.
5. An Endorsement will be issued showing the term of the Optional Extended Reporting Period and the amount of premium.

In witness whereof, the Insurance Company has caused this Policy to be executed and attested by signatures of its President and Secretary.



President



Secretary