



## Regular Meeting Agenda May 7, 2024

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

Mayor Jeremy B. Yamaguchi  
District 3

Mayor Pro Tem Kevin Kirwin  
District 2

Rhonda Shader  
Councilmember  
District 1

Ward L. Smith  
Councilmember  
District 5

Chad P. Wanke  
Councilmember  
District 4

Robert S. McKinnell  
City Clerk

Kevin A. Larson  
City Treasurer

Damien R. Arrula  
City Administrator

Christian L. Bettenhausen  
City Attorney

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

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### *Mission Statement*

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

### *Vision Statement*

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

Copies of all agenda materials are available for public review in the Office of the City Clerk, online at [www.placentia.org](http://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 7, 2024  
5:00 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:**

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

**ORAL COMMUNICATIONS:**

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

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

1. Pursuant to Government Code Section 54957.6  
**CONFERENCE WITH LABOR NEGOTIATOR**  
Agency Designated Representatives: Damien Arrula, City Administrator  
Alice Burnett, Director of Human Resources  
Employee Organizations: Placentia Police and  
Fire Management Association (PPFMA)
  
2. Pursuant to Government Code Section 54956.9(d)(2)  
**CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation**  
(2 cases)

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

**PLACENTIA CITY COUNCIL  
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
PLACENTIA PUBLIC FINANCING AUTHORITY  
REGULAR MEETING AGENDA  
May 7, 2024  
7:00 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:**

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

**INVOCATION:** Chaplain Kenneth Milhandler

**PLEDGE OF ALLEGIANCE:** Officer Nathan Iniguez

**PRESENTATIONS:**

- a. **Proclamation of May 20, 2024 as Red Sneakers Day for Food Allergy Awareness**  
Presenters: Mayor Yamaguchi and City Council  
Recipient: Emma Melin, Red Sneaker Ambassador

**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.h.):**

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

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

Fiscal Impact: None

Recommended Action: Approve

- 1.b. **Minutes**

**City Council/Successor/ICDA/PPFA Regular Meetings of: September 5, 2023 and September 19, 2023**

Recommended Action: Approve

1.c. **City Fiscal Year 2023-24 Registers for May 7, 2024**

**Check Register**

Fiscal Impact: \$1,822,209.72

**Electronic Disbursement Register**

Fiscal Impact: \$1,909,166.85

Recommended Action: It is recommended that the City Council:

- 1) Receive and file

1.d. **Second Reading and Adoption of Ordinance No. 2024-04 an Ordinance of the City Council of the City of Placentia, California, finding that approval of Zoning Code Amendment No. 2024-01 is exempt from the California Environmental Quality Act (CEQA) pursuant To CEQA Section 15061(b)(3) and approving Zoning Code Amendment No. 2024-01 amending the Placentia Municipal Code, Chapter 23.111 regarding amortization of uses and preservation of property rights related to legal non-conforming uses; and, to amend the Placentia Municipal Code to omit Chapter 23.37 titled "SF-C Santa Fe-Commercial District" and to make conforming amendments to the Placentia Municipal Code Chapter 23.08, Chapter 23.82, Chapter 23.90, And Chapter 22.24 omitting references to the "SF-C Santa Fe-Commercial District".**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Ordinance No. O-2024-04, an Ordinance of the City Council of the City of Placentia, California, finding that approval of Zoning Code Amendment No. 2024-01 is exempt from the California Environmental Quality Act (CEQA) pursuant To CEQA Section 15061(b)(3) and approving Zoning Code Amendment No. 2024-01 amending the Placentia Municipal Code, Chapter 23.111 regarding amortization of uses and preservation of property rights related to legal non-conforming uses; and, to amend the Placentia Municipal Code to omit Chapter 23.37 titled "SF-C Santa Fe-Commercial District" and to make conforming amendments to the Placentia Municipal Code Chapter 23.08, Chapter 23.82, Chapter 23.90, And Chapter 22.24 omitting references to the "SF-C Santa Fe-Commercial District".

1.e. **Agreement for Fuel Sales Between the Placentia-Yorba Linda Unified School District and the City of Placentia**

Fiscal Impact:

Available Budget: \$111,636 Fiscal Year 2023-24 (103658-6345)

Recommended Action: It is recommended that the City Council:

- 1) Approve the agreement between the Placentia-Yorba Linda Unified School District and the City of Placentia for fuel sales; and
- 2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney; and
- 3) Authorize the City Administrator to approve future contract term extensions as may be needed.

1.f. **FY 2023-24 Third Quarter Budget Report**

Fiscal Impact:

<b>Fund</b>	<b>Revenues</b> (Including Transfers-In)	<b>Appropriations</b> (Including Capital & Transfers-Out)
General Fund	(\$700,595)	\$-
Special Revenue	-	-
<b>Total</b>	<b>(\$700,595)</b>	<b>\$-</b>

Recommended Action: It is recommended that the City Council:

- 1) Approve the Third Quarter Budget Report and Adopt Resolution No. R-2024-24 amending the City's FY 2023-24 Budget.

1.g. **Consideration of a Resolution Authorizing Application to, and Participation in the Prohousing Designation Program with the State Department of Housing and Community Development (HCD)**

Fiscal Impact: No Immediate Impact, Prohousing Designation qualifies City to apply for state funding in the amount to be determined once the state releases information in August 2024.

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2024-25, a Resolution of the City Council of the City of Placentia, California, authorizing application to and participation in the Prohousing Designation Program.

1.h. **Professional Services Agreement for the Americans with Disability Act (ADA) Self-Evaluation and Transition Plan**

Fiscal Impact:

Expense:	\$174,790	Professional Services Agreement
Budgeted:	\$150,000	FY 2023-24 CIP Budget (109800-6770 JL 24901-6770)
	\$24,790	Budget Transfer (109800-6770 JL 24901-6770)

Recommended Action: It is recommended that the City Council:

- 1) Award a Professional Services Agreement for Americans with Disabilities Act (ADA) Self Evaluation and Transition Plan to Disability Access Consultants, LLC. for a not-to-exceed amount of \$158,900; and
- 2) Authorize the City Administrator to approve contract change orders up to 10% or \$15,890; and
- 3) Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.

2. **PUBLIC HEARINGS:** None

3. **REGULAR AGENDA:**

3.a. **Appointments to Fill Vacancies on One (1) City Commission and Three (3) City Committees**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Make the necessary appointments to fill the vacancies listed below:
  - a. One (1) vacancy on the Park, Arts and Recreation Commission
  - b. One (1) alternate vacancy on the Heritage Committee
  - c. Two (2) vacancies on the Historical Committee
  - d. Two (2) vacancies on the Veterans Committee
- 2) Direct Staff to update the City's Master Commission and Committee vacancy list; and
- 3) Continue the Commission and Committee Application/Recruitment process for any remaining vacancies for future consideration of appointments.

3.b. **Professional Services Agreements for On-Call Construction Management and Inspection Services (Continued from April 16, 2024 Council Meeting)**

Fiscal Impact:

Expense:	\$3,000,000	Total Cumulative Contract Not-to-Exceed Amount for a total of Six (6) On-Call Contracts
Revenue:	Various CIP Project Budgets	

Recommended Action: It is recommended that the City Council:

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

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

#### **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 21, 2024 at 5:30 p.m.

#### **TENTATIVE AGENDA FORECAST**

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

- NOC: Parque de Arroyo Verde Project
- Resolutions for Annual Landscape Maintenance District Assessments
- Resolutions for Annual Street Lighting Maintenance District Assessments
- PSA Class and Comp Study
- FY 2024/25 Proposed Budget

#### **CERTIFICATION OF POSTING**

I, Carole M. Wayman, Deputy City Clerk of the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority, the Successor Agency, and the Placentia Public Financing Authority hereby certify that the Agenda for the May 7, 2024 meetings of the City Council, Successor Agency, Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on May 2, 2024.

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Carole M. Wayman  
Deputy City Clerk

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

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**CALL TO ORDER:** Mayor Smith called the meeting to order at 5:33 p.m.

**ROLL CALL:**

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

ABSENT: Wanke

**ORAL COMMUNICATIONS:**

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

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

1. Pursuant to Government Code Section 54957.6  
**CONFERENCE WITH LABOR NEGOTIATOR**  
Agency Designated Representatives: Damien Arrula, City Administrator  
Alice Burnett, Director of Human Resources  
Employee Organization: Placentia Police and Fire Management Association (PPFMA)
2. Pursuant to Government Code Section 54956.8:  
**CONFERENCE WITH REAL PROPERTY NEGOTIATOR**  
Property: 120 S. Bradford Avenue  
City/Agency Negotiator: Damien R. Arrula, City Administrator/Executive Director  
Negotiating Parties: Placentia Chamber of Commerce  
Under Negotiation: Price and Terms of Payment
3. Pursuant to Government Code Section 54956.9(d)(4)  
**CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**  
Potential initiation of litigation: (One case)

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

**CALL TO ORDER:** Mayor Smith called the meeting to order at 7:03 p.m.

**ROLL CALL:**

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

ABSENT: Wanke

**STAFF PRESENT:**

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

**INVOCATION:** Chaplain Charles Frost

**PLEDGE OF ALLEGIANCE:** Firefighter Charles Navarro

**PRESENTATIONS:**

a. **Certificate of Appreciation to Claudia Bonilla Keller**

Presenter: Mayor Smith and City Council Members

Mayor Smith announced that prior to the meeting, he and Councilmember Shader presented a Certificate of Appreciation to Claudia Bonilla-Keller in recognition of her years of service on the Planning Commission. A video of Ms. Bonilla-Keller receiving her certificate was played in the Chambers.

b. **Proclamation of September 2023 as Hunger Action Month**

Presenter: Mayor Smith

Recipient: Matthew Hurley, Orange County Food Bank

Mayor Smith presented a Proclamation to Matthew Hurley from the Orange County Food Bank recognizing September 2023 as Hunger Action Month. Mr. Hurley highlighted the efforts of the Orange County Food Bank and the Hunger Action Alliance in combating food insecurity. He thanked the Council for their support.

c. **Proclamation of September 2023 as World Alzheimer's Awareness Month**

Presenter: Mayor Smith

Recipient: Kristen Maahs, Associate Director of Community Outreach & Advocacy, Alzheimer's Association, Orange County Chapter

Mayor Smith presented a Proclamation to Kristen Maahs recognizing September 2023 as World Alzheimer's Awareness Month.

d. **Proclamation of September 2023 as Service Club Month**

Presenter: Mayor Smith

Mayor Smith announced that the presentation of the Proclamation for Service Club Month would take place at the next City Council meeting on September 19, 2023.

**CLOSED SESSION REPORT:**

City Attorney/Authority Counsel Bettenhausen stated that there were three (3) items on the Closed Session agenda, the City Council discussed each of those items, and there are no reportable actions for Items Nos. 1 and 2. Regarding Item No. 3 Johnson vs. City of Grant's Pass, the Council voted on a motion by Yamaguchi seconded by Shader and carried a (4-0-1 vote, Wanke absent) to participate along with other cities in filing an Amicus Brief. He noted that there was nothing further to report.

**CITY ADMINISTRATOR REPORT:**

City Administrator Arrula welcomed and introduced three (3) new City of Placentia employees.

Firefighter Charles Navarro worked as a Reserve Firefighter and Ambulance Operator for multiple fire agencies. Charles is also a licensed Paramedic and worked as a contract employee for the Placentia Fire and Life Safety Department as a Paramedic Supervisor through Lynch Ambulance. Through working alongside the fire crews, Charles realized that he wanted to get more involved in the Department and started as a Reserve Firefighter with the Department. He is excited to begin as a full-time Firefighter and looks forward to a long career in Placentia with the Fire and Life Safety Department.

Neighborhood Services Coordinator Cynthia Alvarez holds a bachelor's degree in Community Recreation from California State University, Long Beach. She has experience working at various municipalities throughout Orange and Los Angeles County, most recently the City of Garden Grove. Cynthia is well-versed in community events, teen programming, inclusivity support, and facility supervision.

Development Services Administrative Assistant Margie McCoy served as the Senior Administrative Assistant to the Dean in the College of Educational Studies at Chapman University for 14 years. Then, she joined the Dean as his Operations Coordinator and Office Manager at the Thompson Policy Institute on Autism and Disability for three years. She was also responsible for planning and coordinating large special events at Chapman University.

**ORAL COMMUNICATIONS:**

Pat Alvarez, resident, American Legion Post 277, promoted the Annual Patriots Day Candlelight Ceremony on September 11, 2023, 7 p.m. at the American Legion Post at 230 S. Bradford Avenue in Placentia, in honor of 911 victims.

Dale Downey, resident, expressed concerns about a letter he received about damage from ivy on walls. He urged the Council to take action to remove the ivy from walls throughout the City.

Kenny Binnings, resident, business owner, and Chair of the Heritage Festival Committee, promoted the upcoming Heritage Festival and Parade on October 14, 2023 and shared information about the Honor Convoy and other special guests that will participate in the parade.

Wayne Miller, Director, Yorba Linda Water District, commended the Council for their support of Veterans Village and the Navigation Center. He encouraged residents to contact the District if they have any questions about water.

Manet Freeman, resident, expressed concerns about financial and food insecurity in the lives of young adults and shared her personal experiences handling these issues.

**CITY COUNCIL/BOARD MEMBER COMMENTS:**

Councilmember Shader shared that she was pleased the City is recognizing Hunger Action month and provided information about the many services that City provides to combat hunger and highlighted the City’s blessing boxes where food is available on demand. She promoted Mayor Smith’s upcoming State of the City event “A New Era of Success and Collaboration” on September 28, 2023, 11 a.m. at the Alta Vista County Club and provided ticket information.

Councilmember Kirwin reported his attendance at the National Night Out event and noted that it was a great success. He promoted the upcoming Heritage Day Parade and Movies at the Park and encouraged those interested to contact Community Services for more information.

Mayor Pro Tem Yamaguchi promoted the upcoming CERT program which will take place September 26-October 12, 2023. He also announced that Lee Castner, former Treasurer for the City and longtime volunteer was honored by Congresswoman Michele Steele as Senior Citizen of the year. He also noted that tonight’s meeting would be adjourned in memory of Mary Ziegler, wife of former Mayor George Ziegler. He added that she was a longtime business owner and philanthropist for the City of Placentia and community. He reported his attendance at:

- Meeting with Community Services Staff to discuss and receive a progress update on the proposed Senior Center
- SiFi Ribbon Cutting
- Business Roundtable meeting

Mayor Smith noted that he would be adjourning tonight’s meeting in memory of Mary Ziegler. He expressed appreciation to former Councilmember Craig Green for serving as Placentia’s representative for the Orange County Vector Control and providing monthly reports. He encouraged all to attend the candlelight ceremony at the Legion Hall on Monday, September 11<sup>th</sup> at 7 p.m. He also promoted Service Club month noting the many organizations that support the City. He commented on food insecurity and highlighted the locations where the blessing boxes are located.

**1. CONSENT CALENDAR (Items 1.a. through 1.i.):**

Motion by Shader, seconded by Yamaguchi, and carried a (4-0-1, Wanke absent) vote to approve the Consent Calendar items 1.a. through 1.i., as recommended. Item No. 1.e. was pulled by Mayor Smith for further discussion.

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

- 1.b. **Minutes**  
**City Council/Successor/ICDA/PPFA Regular and Special Meetings:**  
**April 19-December 6, 2022**  
Recommended Action: Approve  
**(Approved 4-0-1, as recommended)**
- 1.c. **City Fiscal Year 2023-24 Registers for September 5, 2023**  
**Check Register**  
Fiscal Impact:  
 1) FY 22/23 - \$3,073,122.29  
 2) FY 23/24 - \$4,191,480.05  
**Electronic Disbursement Register**  
Fiscal Impact:  
 1) FY 22/23 - \$ 436,624.72  
 2) FY 23/24 - \$ 3,016,604.06  
Recommended Action: It is recommended that the City Council:  
 1) Receive and file.  
**(Received and Filed, as recommended)**
- 1.d. **Tentative Parcel Map (TPM) No. 2023-113 Pertaining to the Subdivision of an +/- 0.47 Acre Lot into Two Parcels located adjacent to 1278 Vina Del Mar Avenue within the R-1 (Single-Family Residential) Zoning District**  
Fiscal Impact: Approximately \$46,798 of total development impact fee revenue prior to construction of two new single-family residences  
Recommended Action: It is recommended that the City Council:  
 1) Adopt Resolution R-2023-73, a Resolution of the City Council of the City of Placentia, California, adopting a categorical exemption pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000-21177 and §15000 et seq. of Title 14 of the California Code of Regulations) (CEQA) and Approving Tentative Parcel Map No. TPM 2023-113 pertaining to the subdivision of property located adjacent to 1278 Vina Del Mar Avenue (Assessor's Parcel Number 341-022-10) and making findings in support thereof.  
**(Approved 4-0-1, as recommended)**
- 1.e. **Resolution establishing the number for the Blue-Ribbon Committee members at eleven (11) and appointments to the Committee for the Senior/ Community Center Project for Council Districts Two (2) and Five (5)**  
Fiscal Impact: None  
Recommended Action: It is recommended that the City Council:  
 1) Formally accept Mrs. Jo-Anne Martin's resignation from the Blue-Ribbon Committee; and  
 2) Adopt Resolution No. R-2023-74, A resolution of the City Council of the City of Placentia, California establishing the number for the Blue-Ribbon Committee members at eleven (11) members; and  
 3) Approve the appointment of Mr. Joe Rasic to serve on the Senior/Community Center Blue-Ribbon Committee in representation of Council District two (2) per the recommendation of Council Member Kirwin; and  
 4) Approve an appointee to serve on the Senior/Community Center Blue-Ribbon Committee in representation of Council District Five (5) per the recommendation of Mayor Ward Smith.  
**Pulled by Mayor Smith, Joe Rasic appointed, District two (2) and Holly Redmond appointed, District five (5)).**  
**(Approved 4-0-1, as recommended and with appointment of Holly Redman for District five (5)).**  
 Mayor Smith stated that he pulled the Item 1.e. in order to appoint Holly Redman to the Blue-Ribbon Committee for District five (5).

1.f. **Acceptance of Construction Work and Notice of Completion for the Fiscal Year 2021-22 Arterial Roadway Rehabilitation Project, City Project No. 1201**

<u>Fiscal Impact:</u>	Expense:	\$5,449,254.20	Original Construction Contract
		\$ 297,375.56	Approved Change Orders
		<u>\$ 212,362.50</u>	CM/Inspection Services
		\$5,958,992.26	Total Construction Cost
	Budgeted:	\$6,070,408.06	FY 2022-23 & 2023-24
			CIP Project Budget

Recommended Action: It is recommended that the City Council:

- 1) Accept the work performed by All American Asphalt for construction of the Fiscal Year 2021-22 Arterial Roadway Rehabilitation Project, City Project No. 1201 for a grand total amount of \$5,746,629.76; and
- 2) Approve Resolution No. R-2023-75, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2023-24 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
- 3) Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and
- 4) Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

**(Approved 4-0-1, as recommended)**

1.g. **Façade Improvement Program Reimbursement Agreement for Phase 2 of the 101 W. Santa Fe Avenue Façade Improvement Project**

<u>Fiscal Impact:</u>	Expense:	\$ 168,300	Grant Award
	Budgeted:	\$ 190,291	Community Development Block Grant Fund (302535-6401 JL#232501)

Recommended Action: It is recommended that the City Council:

- 1) Approve a Façade Improvement Program Agreement for Phase 2 of the Old Town Placentia Façade Improvement Project at 101 W. Santa Fe Avenue; and
- 2) Authorize the City Administrator and/or his designee to execute all necessary documents including the Old Town Placentia Façade Program documents, in a form approved by the City Attorney.

**(Approved 4-0-1, as recommended)**

1.h. **FY 2023-24 First Quarter Budget Report**

Fiscal Impact:

<u>Fund</u>	<u>Revenues</u> (Including Transfers-In)	<u>Appropriations</u> (Including Capital & Transfers-Out)
General Fund	\$ 2,808,065	\$ 4,732,930
Special Revenue	\$ 1,898,611	\$15,614,940
Capital Projects	\$ 4,194,362	\$ 3,704,252
Enterprise Funds	\$ 929,800	\$ (707,039)
Internal Service Fund	<u>\$ 0</u>	<u>\$ 0</u>
<b>Total</b>	<b>\$ 15,138,175</b>	<b>\$ 22,916,358</b>

Recommended Action: It is recommended that the City Council:

- 1) Approve the First Quarter Budget Report and adopt Resolution No. R-2023-76, amending the City's FY 2023-24 Budget; and
- 2) Approve the corrected Salary Master Schedule.

**(Approved 4-0-1, as recommended)**

1.i. **City Response to Grand Jury Report Entitled: " Welcome to the Neighborhood" are cities responsibly managing the integration of group homes?**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Review the City's response to the Grand Jury Report; and

- 2) Direct Staff to submit the letter to the Presiding Judge of the Orange County Grand Jury, to be signed by Mayor Smith.  
**(Approved 4-0-1, as recommended)**

**2. PUBLIC HEARINGS:** None

**3. REGULAR AGENDA:**

3.a. **Police Department 2021-2022 Biennial Report**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file a copy of the completed Biennial Report and Chief Butts' presentation introducing the report.

**(Received and Filed, as recommended)**

City Administrator Arrula introduced Police Chief Butts who gave a presentation on the Police Department 2021-2022 Biennial Report.

Councilmember Shader expressed appreciation to Lieutenant Anderson, Nicolette Drulias and Jeffrey Cortez for their excellent work on the report. She gave kudos to the Police Department for the excellent service they provide.

Councilmember Kirwin commented on the community engagement and approachability of the Police Department and commended the Department for their responsiveness and service.

Mayor Smith commented on the transparency, interaction and engagement in the Police Department. He commented on Coffee with a Cop, Pizza with the Police and Danish with Dispatch events that provide outreach to the community. He complimented the Department on their commitment to the residents of Placentia and thanked them for all their efforts.

3.b. **Introduction of PulsePoint Respond App**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file Chief Dobine's presentation introducing the app.

**(Received and Filed, as recommended)**

City Administrator Arrula provided an overview of the PulsePoint Respond App noting that Mayor Pro Tem Yamaguchi had requested and supported the efforts to make it available to the community. He thanked Fire Chief Dobine, Public Safety Communications Manager Stephanie Acosta-Reyes and Sergeant Radomski for their efforts. He introduced Fire Chief Dobine who gave a presentation on PulsePoint Respond App. Chief Dobine thanked the Council for their support and for funding the project.

Councilmember Shader asked if there is anything that the public should be cautioned about when using the App.

Chief Dobine responded that during a major emergency, the best thing to do is just listen to reports and not come to the incident.

Councilmember Kirwin noted that he had just downloaded the App and noted the ease of installing it.

Councilmember Yamaguchi expressed appreciation for the efforts to bring this to the community and asked if an audio feed would be made available.

Chief Dobine responded that he would meet with Sergeant Radomski about an audio feed and report back to the Council.

Mayor Smith commented that the App will be a great addition and resource for the public.

**CITY COUNCIL/BOARD MEMBERS REQUESTS:**

Councilmember Kirwin promoted the Heritage Festival and Parade on October 14, 2023 and encouraged smaller community groups to fill out an application online to participate in the parade.

**ADJOURNMENT:**

The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 8:45 p.m. in memory of Mary Ziegler, wife of former Mayor and Councilmember George Ziegler (1982-1988), to a regular City Council meeting on Tuesday, September 19, 2023 at 5:30 p.m.

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Ward L. Smith, Mayor/Agency Chair

ATTEST:

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Robert S. McKinnell, City Clerk/  
Agency Secretary

**PLACENTIA CITY COUNCIL  
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
PLACENTIA PUBLIC FINANCING AUTHORITY  
MINUTES  
REGULAR MEETING  
September 19, 2023  
5:30 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

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There was no Closed Session

**CALL TO ORDER:** Mayor Smith called the meeting to order at 7:02 p.m.

**ROLL CALL:**

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

ABSENT: None

**STAFF PRESENT:**

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

**INVOCATION:** Chaplain Charles Frost

**PLEDGE OF ALLEGIANCE:** Officer Alan Cleveland

**PRESENTATIONS:**

a. **Introduction of Superintendent Dr. Alex Cherniss, Placentia Yorba Linda School District**

Presenter: Mayor Smith

Mayor Smith introduced Superintendent Dr. Alex Cherniss. Dr. Cherniss stated that he is pleased to be serving the Placentia-Yorba Linda School District and commented on the Fentanyl Awareness Information Reduction Initiative in Placentia schools. He thanked City Administrator Arrula, Chief Butts and the City Council for their support.

b. **Proclamation of September 2023 as Service Clubs Month**

Presenter: Mayor Smith

Recipients: Turgut Cakiraga, Placentia Rotary Club and various service clubs

Mayor Smith commented on the number of Service Clubs in the City and highlighted the following clubs, Rotary Club, Kiwanis International, Rotary Interact, Women's Roundtable Club, Knights of Columbus, Soroptimist International, Lion's Club, Lot 318, Love Placentia, Placentia Community Collaborative and the Placentia Community Foundation. He expressed appreciation to all the service clubs in the City for their valuable support to the City.

c. **Proclamation of September 25, 2023 as Ataxia Awareness Day**

Presenter: Mayor Smith

Recipient: Cindy De Mint, Brothers on a Quest Foundation

Cindy De Mint thanked the City Council for recognizing "Ataxia Awareness Day". She shared mission to bring awareness to this disease noting that three (3) of her children suffer from this disease.

d. **Proclamation of September 17-23, 2023 as Constitution Week**

Presenter: Mayor Smith

Recipient: Hilary White, Mojave Chapter, National Society of Daughters of the American Revolution

Mayor Smith presented a proclamation to Hilary White in recognition of Constitution week. Hilary White thanked the City Council for recognizing "Constitution Week" and noted that the Mojave Chapter is currently participating in tree plantings at Bradford Park.

**CITY ADMINISTRATOR REPORT:**

City Administrator Arrula welcomed and introduced two (2) new City of Placentia employees.

Police Officer Alan Cleveland attended Laguna Hills High School and after graduating high school, he took Criminal Justice classes at Saddleback College, Irvine Valley College, and Santa Ana College. Alan then attended San Bernardino Valley College Police Academy and graduated in January 2023. Prior to coming to Placentia, Alan worked as a Sheriff's Special Officer II for the Orange County Sheriff's Department and also worked in the County courthouses as a Bailiff at the Harbor, North, and West Justice Centers. Alan has been working towards a career as a sworn police officer since the age of 16 when he became a Sheriff's Explorer.

Deputy Director of Public Works/City Engineer Chris Tanio attended Cal State Fullerton and received his Bachelor's Degree in Biology and Master's Degree in Civil Engineering. Chris previously worked in the Public Works Department for the Cities of Brea, Aliso Viejo, San Clemente, and Huntington Beach.

**ORAL COMMUNICATIONS:**

Walt Lynch, President, Placentia Chamber of Commerce

Michele Severson, Executive Director, Placentia Chamber of Commerce

Sherri Dahl, Placentia resident

Tricia Montelongo, Placentia resident and Blue Ribbon Committee member

Lilia Queen, Placentia resident and PARC Committee member

Grace Carluen, Placentia resident and Blue Ribbon Committee member

Hank Montelongo, Placentia resident

Craig Green, Placentia resident, former City Council member and Blue Ribbon Committee member (provided written comments in support of project)

Turgut Cakiraga, President, Placentia Rotary Club

Shiela Jordan (submitted written comments in support of project)

Spoke in support of the Senior/Community center, Item 3B, stating that the City is in need of a facility to serve seniors and the community, venue to hold events, space to hold recreational and educational classes, and a modern facility and kitchen to provide senior meals. They stated that the current facility is inadequate to support the needs of seniors in the City and urged the Council to proceed with 100% design stating that it is a good investment for the City. In addition, proceeding to 100% design would allow the City to apply for grants to assist in funding the project.

Aaron Mills, Blue-Ribbon Committee member spoke in favor of the Community/Senior center and commented on the value of the offer by the County to provide the land at Tri-City Park for the facility. He added that the committee has worked tirelessly on the project and urged the Council to move forward. He added that the pickle ball community is also is full support of the project.

Monet Freeman, Placentia resident commented on the needs of low-income and homeless people. She shared information about greens foraging, accessibility of food aid, transportation options and the need to provide can openers for canned food that is distributed.

**CITY COUNCIL/BOARD MEMBER COMMENTS:**

Councilmember Shader reported her attendance at Orange County Cities Board meetings noting that one of the meetings included substantial legal developments in homelessness. She noted that she will be attending the League of California Cities conference in Sacramento with Council members and Staff this week. She promoted Mayor Smith's upcoming State of the City event "A New Era of Success and Collaboration" on September 28, 2023 at the Alta Vista County Club and provided ticket information.

Councilmember Kirwin promoted the upcoming Heritage Day Parade on October 14, 2023 and encouraged community and neighborhood groups to participate in the parade. He encouraged interested individuals to contact Community Services or visit the City’s website for signup information.

Councilmember Yamaguchi reported his attendance at the following:

- Visits to community centers in the cities of Aliso Viejo, Downey, Brea, Yorba Linda and Diamond Bar.
- Visit to newly remodeled Fire Station No. 1 in Old Town Placentia

He reported that he will be attending the League of California Cities Conference with fellow Councilmembers and Staff later in the week. Lastly, he promoted the upcoming fall shredding and E-Waste collection event at City Hall on September 30, 2023.

Mayor Smith reported his attendance at the following:

- SCAG Transportation Committee meeting
- Santa Fe Merchants meeting

He also reported on the over 200 hygiene kits that were assembled by volunteers for homeless individuals. Lastly, he promoted the upcoming Tamale Festival in Old Town on December 7, 2023.

**1. CONSENT CALENDAR (Items 1.a. through 1.i.):**

City Clerk McKinnell stated there was a change to Item No. 1.g. to correct a dollar amount, he noted the correction to the dollar amount in the Expense section of the summary and recommendation noting that the dollar amount should be \$86,146.49, a one-dollar increase. Motion by Shader, seconded by Yamaguchi, and carried a (5-0) vote to approve the Consent Calendar items 1.a. through 1.i., as recommended with the correction to Item No. 1.g.

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

Fiscal Impact: None

Recommended Action: Approve

**(Approved 5-0, as recommended)**

**1.b. City Fiscal Year 2022-23 Register for September 19, 2023**

**Check Register**

Fiscal Impact: \$879,465.06

**Electronic Disbursement Register**

Fiscal Impact: \$1,366,016.32

Recommended Action: It is recommended that the City Council:

- 1) Receive and file.

**(Received and Filed, as recommended)**

**1.c. Resolution Authorizing the Submission of Applications for CalRecycle Grant and Payment Programs**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2023-77, A Resolution of the City Council of the City of Placentia, California authorizing submittal of application(s) for all CalRecycle grants and payment programs for which the City of Placentia is eligible; and
- 2) Authorize the City Administrator and/or his designee to execute all necessary documents to apply for all grants, accept the grants, if awarded, and accept all grant renewals, if awarded.

**(Approved 5-0, as recommended)**

**1.d. Approval of Purchase of Office Furnishings with Sheridan Group for the Placentia Public Safety Center Project, No. 5213**

Fiscal Impact:

Expense:	\$	113,378.57	
Available Budget:	\$	21,616,963.00	FY 2023-24 CIP Budget (105213-6840 JL#105213-2)

Recommended Action: It is recommended that the City Council:

- 1) Approve a purchase order with the Sheridan Group pursuant to OMNIA procurement contract BNR482 in the amount of \$113,378.57, to manufacture, ship and install the new office furnishings for the Placentia Public Safety Center; and
- 2) Authorize the City Administrator to approve contract change orders up to 10% of the total not-to-exceed purchase order amount or \$11,337; and
- 3) Authorize the City Administrator to execute the above-mentioned sales agreement, in a form approved by the City Attorney.

**(Approved 5-0, as recommended)**

1.e. **Purchase of Opticom Emergency Vehicle Traffic Signal Preemption Devices (Phase V)**

Fiscal Impact:

Expense:	\$ 57,207.81	Total Purchase Price
Budget:	\$110,000.00	FY 2023-24 CIP Budget (659800-6741, JL #24201)

Recommended Action: It is recommended that the City Council:

- 1) Authorize the City Administrator to approve a purchase order to DDL Traffic Inc., for the purchase and installation of five (5) Opticom EVS Traffic Signal Preemption Devices for a not-to-exceed amount of \$57,207.81; and
- 2) Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

**(Approved 5-0, as recommended)**

1.f. **Purchase of one (1) Public Works Service Truck**

Fiscal Impact:

Expense:	\$73,951.56	Purchase Price
	<u>5,000.00</u>	Outfitting/Equipment Costs
	\$78,951.56	Total Cost

Recommended Action: It is recommended that the City Council:

- 1) Approve the purchase of one (1) 2023 Ford F-150 Lightning Crew Cab work truck from Fairway Ford in the amount of \$73,951.56 and an additional \$5,000 for outfitting costs of the vehicle upon receipt; and
- 2) Adopt Resolution No. R-2023-78, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2023-24 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
- 3) Authorize the City Administrator and/or his designee to issue a purchase order to Fairway Ford for this vehicle and execute all necessary documents, in a form approved by the City Attorney.

**(Approved 5-0, as recommended)**

1.g. **Approval of Plans & Specifications and Award of Construction Contract to Square Sign, LLC, for the Wayfinding Directional Signage Project Phase I, City Project No. 1403**

Fiscal Impact:

Expense:	\$ 86,146.49	Construction Contract
	\$ 8,615.00	Total Contingency Amount
Budget:	\$200,000.00	FY 2023-24 CIP Budget (109800-6740, JL 24103-6740)

Recommended Action: It is recommended that the City Council:

- 1) Approve the engineered construction plans & specifications prepared by Selbert Perkins Design, and approve a Public Works Agreement for this project with Square Sign in the amount of \$86,146.49; and
- 2) Reject all other bids received and authorize return of the bid bonds; and
- 3) Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or \$8,615 for a total construction contract not-to-exceed amount of \$94,761.49; and

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

**(Approved 5-0, as recommended and amended)**

1.h. **Placentia Public Safety Communications Center Motorola Purchase and Upgrade**  
Fiscal Impact:

Expense: \$1,197,159.00 Total Purchase Price of Equipment

Budget: \$ 152,861.70 Lease Payment (105525-6935) FY 2024-25

Recommended Action: It is recommended that the City Council:

- 1) Authorize the City Administrator to approve a 10-year financing agreement with Motorola Solutions for the total purchase not-to-exceed the amount of \$1,197,159.00 (annual payments of \$152,861.70); and
- 2) Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

**(Approved 5-0, as recommended)**

1.i. **Resolution Authorizing the Transition of the City's Deferred Contribution Plan from Public Agency Retirement Services (PARS) to the ICMA Retirement Corporation Governmental Profit-Sharing Plan & Trust**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Staff recommends City Council adopt Resolution R-2023-79 approving the transition of the City's Defined Contribution Plan for Eligible Employees from PARS to ICMA Retirement Corporation Governmental Profit-Sharing Plan and the discontinuance of the City's participation in the Public Agency Retirement System (PARS) Defined Contribution Plan and related services of PARS as Trust Administrator, U.S. Bank N.A. as Trustee, and John Hancock Retirement Services as Custodian/Record Keeper; and
- 2) Authorize the City Administrator to execute all necessary documents.

**(Approved 5-0, as recommended)**

**2. PUBLIC HEARINGS:** None

**3. REGULAR AGENDA:**

3.a. **Study Session: Community/Senior Center Update and Consideration of Additional 65% Design**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the Community/Senior Center Project presentation and Business Plan and provide Staff and the Blue-Ribbon Committee with feedback; and
- 2) If approved, direct Staff and the Blue-Ribbon Committee to proceed with 100% complete architectural and engineering design documents for the proposed Community/Senior Center; and
- 3) If approved, direct Staff to prepare Amendment No. 1 to the Professional Services Agreement with Group 4 Architecture, Research + Planning, Inc. to be brought back at the October 3, 2023 City Council Meeting; and
- 4) If approved, direct Staff to proceed with retaining a fundraising consultant to establish a donor program as outlined in the proposed Business Plan.

**(Approved 4-1-0, Wanke voted no, as recommended and contingent on not taking any action towards the expenditure of monies until the 225 spaces are secured with the County of Orange.)**

City Administrator Arrula introduced Community Services Director Crocker who gave a presentation on the Community/Senior Center Update and Consideration of Additional 65% design.

Community Services Director Crocker gave an overview of the item adding that the proposal includes a draft business plan as well as design concepts that were prepared by Group 4 Architecture, Research + Planning, Inc. She thanked the Blue-Ribbon Committee for their hard work and assistance over the last year and a half. She introduced Dawn Merkes from Group 4 Architecture, Research + Planning, Inc. who gave a presentation on the next phase of the proposal which is consideration of the remaining 65% design.

Councilmember Shader expressed support for Staff's recommendations and commented on the amount of data that was provided at 35% design along with draft plans for the facility. She commented on her involvement with the Blue-Ribbon Committee and noted their commitment and engagement in the process. She noted that each Councilmember selected one committee member from their District to provide a good representation of residents throughout the City and commented on the support from the public speakers at tonight's City Council meeting. She added that the City has not provided a new facility to the public since 1970. She commented on the gap in senior services in the City, escalating construction costs and examples of senior centers in surrounding cities. She noted that there are still some unanswered questions such as parking, neighborhood impacts and other questions that will come up at the 100% design. She acknowledged that there are more steps to be taken in the process and the proposal tonight is one more step forward.

Councilmember Kirwin expressed concerns about construction costs which have increased significantly and the City's ability to take on two (2) large costly projects, the Public Safety Building and the Community/Senior Center. He commented on the financing of similar projects in other cities and the revenues generated. He commented on deferred maintenance throughout the City and the potential costs of that maintenance which are not known. He expressed appreciation for how far the City has come financially and urged caution in committing to another large project. He noted that the project has a parking allocation of 45 spaces which is insufficient for the proposed center adding that he cannot go forward in approving the project without adequate parking noting that it is essential for revenue generation.

Councilmember Wanke expressed concerns about road maintenance and outstanding maintenance issues in the City and the unknown costs. He expressed support for allocating more funds to road maintenance. He asked if the City is fiscally sustainable at current levels and for how many years. He emphasized the need for a full facility needs assessment to determine costs for deferred maintenance projects throughout the City.

Finance Director Lampman responded that the City is fiscally sustainable both operationally and personnel wise as forecasted. She stated that once a facility needs assessment is completed the City will know more about maintenance costs and plan to budget for these costs.

Mayor Pro Tem Yamaguchi expressed thanks to the Blue-Ribbon Committee for their efforts and time devoted to the Community/Senior Center project. He commented on long-standing deferred maintenance for City Hall as well as other city facilities. He asked about outreach to Fullerton neighbors adjacent to the proposed center. Community Services Director Crocker responded that notification of the Community meeting was done and no one from Fullerton attended the meeting. He expressed concerns about the distance of the proposed parking spaces, noting that 1,000 feet seems too far. He asked about the increase in cost of \$400,000 and whether that included ongoing maintenance and Staff support services. He also inquired about LEED certifications. Community Services Director Crocker responded that the additional \$400,000 included Community Services Staff, janitorial Staff and utilities.

Consultant Dawn Merkes responded that the City's current building Code is equivalent to LEED certification standards and proposed looking at net zero options as well.

There was discussion about the timing for funding of the project and whether a tax measure would be needed. Community Services Director Crocker noted that once the 100% design plans are submitted then the City will be able to consider funding options and explore hiring a fundraising consultant to research donor programs.

City Administrator Arrula stated that there has been no decision regarding a tax measure for the project. The item for consideration at tonight's meeting is only whether to proceed to 100% design in order to get a better estimate of cost for the proposed center. Funding options would be explored after 100% design.

There was discussion about where the \$295,000 in General Fund monies were coming from and whether a budget amendment would be necessary.

City Administrator Arrula explained that the \$295,000 would come from a CIP Project that has been budgeted but will not be proceeding as planned in Fiscal Year 2023-24.

There was discussion about debt service and funding options. City Administrator Arrula emphasized the need for a cost figure for the total design in order to proceed with discussions about debt service and other funding options.

Mayor Pro Tem Yamaguchi commented on the City's failed OnTrac project and expressed concerns about spending money on plans and studies without looking ahead at funding mechanisms and possibilities. He added that he was first opposed to the project but now understands the need. He commended the Blue-Ribbon Committee and Staff for their efforts. He encouraged Staff to research grant funding for the project.

City Administrator Arrula discussed funding of public facilities and noted that discussions have been held with Congresswoman Steele's office for a federal earmark. He added that in order to pursue grant funding the project must be shovel ready at 100% design and ready to go.

Councilmember Shader shared that when she was in Washington, D.C. there was a lot of interest in the project and concurred that the project must be shovel ready in order to pursue both federal and state grants.

There was discussion about shelf life for a shovel ready project and grant funds.

Mayor Pro Tem Yamaguchi inquired about phone calls to residents about whether they would support a tax increase. He asked that an item be agendaized to allow the Council to discuss a tax increase and other funding options. He expressed concerns about deferred maintenance throughout the City and the best use of City funds.

Mayor Smith expressed support for moving forward on the recommendation and commented on the efforts to date to bring the project forward. He confirmed with City Administrator Arrula that 1.4 million is needed to bring the project to 100% design. He discussed the importance of being good stewards of the public monies noting the efforts that must be taken before approving and funding a sizable project. He commented on the funds that have been provided by Supervisor Chaffee specifically for the Senior Center and Toll Brothers for community benefit which the Senior Center fits. He commented on the value of the Tri-City park property stating the City must also be financially prudent in researching the costs to operate the park before considering the County's offer.

Councilmember Kirwin suggested that a ballpark estimate of the cost might be constructed using the cost of the Burlingame Senior Center and then a discussion about how to finance a project based on that estimate. He reiterated that providing 45 parking spaces is not reasonable or sustainable. He commented on parking needs based on information received from visiting area community centers adding that a minimum of 200 parking spaces are needed for events.

City Administrator Arrula explained that there have been conversations with the County about providing approximately 230 parking spaces, however, some are dual use spaces. Additional conversations with the county are necessary to secure more parking as well as looking at other leases such as the Mile Square Park lease in Fountain Valley for comparative purposes.

There was discussion about outside vendors, parking spaces, and revenue from other similar facilities in other cities.

City Administrator Arrula added that another option the Council could consider is securing additional parking with the county prior to moving forward with the proposed recommendation.

There was discussion about existing parking, methods of transportation to the facility and other areas in the park available for additional parking. City Administrator Arrula added that an amendment to the lease with the County could be discussed further if the Council chooses to proceed.

Councilmember Kirwin emphasized the need for facility condition assessment reports for all facilities in the City.

Motion by Kirwin, seconded by Shader, and carried a (4-1-0, Wanke voted no) vote to approve Item 3.a., as recommended, contingent on not taking any action towards the expenditure of monies until the 225 spaces are secured with the County of Orange.

Councilmember Wanke left the meeting at 10:20 p.m.

3.b. **OPEB Mitigation Plan/Section 115 Trust Update**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file this report updating the City Council on the City's OPEB mitigation effort; and,
- 2) Following discussion, provide policy direction to Staff.

**(Received and Filed, as recommended)**

The Staff presentation on Item 3.b. was waived.

Motion by Shader, seconded by Yamaguchi, and carried a (4-0-1, Wanke absent) vote to approve Item 3.b., as recommended.

3.c. **Fire Department 2021-2023 Biennial Report**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file a copy of the completed Biennial Report and Chief Dobine's presentation introducing the report.

**(Received and Filed, as recommended)**

City Administrator Arrula introduced Fire Chief Dobine who gave a presentation on the Fire Department 2021-2023 Biennial Report. He noted that Walt Lynch would present with respect to EMS operations.

Councilmember Shader acknowledged the leadership and passion of the entire Public Safety team and thanked them for their excellent work.

Councilmember Kirwin commented that the Fire department has come a long way in a short period of time and acknowledged their efforts.

City Administrator Arrula thanked Chief Dobine and all the team members of the Fire and Life Department, Deputy City Administrator Rosanna Ramirez and Emergency and Health Services Manager Patrick Powers. He also extended appreciation to Lynch EMS, Stefanie Acosta-Reyes and the entire Public Safety Communications team.

Mayor Smith expressed appreciation for the thorough overview of public safety operations over the last several months and commended the team for their excellent work. He acknowledged how far the department has come and noted that the work keeps getting better. He expressed appreciation to the entire public safety team for their efforts.

Motion by Mayor Smith to receive and file the report, said motion seconded and carried unanimously, Wanke absent.

**CITY COUNCIL/BOARD MEMBERS REQUESTS:** None.

**ADJOURNMENT:**

The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 11:30 p.m. to a regular City Council meeting on Tuesday, October 3, 2023 at 5:30 p.m.

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Ward L. Smith, Mayor/Agency Chair

ATTEST:

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Robert S. McKinnell, City Clerk/  
Agency Secretary

**City of Placentia**  
**Check Register**  
For 05/07/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 1,822,209.72

Check Totals by ID	
AP	1,822,209.72
EP	0.00
IP	0.00
OP	0.00

Void Total: 0.00  
Check Total: 1,822,209.72

Fund Name	Check Totals by Fund
101-General Fund (0010)	1,261,976.43
117-Measure U Fund (0079)	38,455.93
205-State Gas Tax (0017)	21,617.85
208-Scssr Agncy Ret Oblg (0054)	0.45
210-Measure M (0018)	19,856.17
211-PEG Fund (0058)	2,046.00
215-Air Quality Management (0019)	3,840.98
225-Asset Seizure (0021)	3,990.63
231-Placentia Reg Nav Cent(0078)	138,020.83
237-Citywide Sewer ImpactFee(0064)	14,827.32
243-City Quimby In Lieu Fee (0069)	12,742.54
244-CW Aford House ImpactFee(0068)	7,586.44
246-TOD Traffic Impact Fees (0070)	684.86
247-TOD Sewer Impact Fees (0071)	15,329.56
248-TOD Strscape Impct Fee (0072)	685.00
249-TOD District CFD (0080)	4,912.87
260-Street Lighting Distret (0028)	60,061.22
265-Landscape Maintenance (0029)	27,161.89
275-Sewer Maintenance (0048)	37,137.10
280-Misc Grants Fund (0050)	33,153.97
282-CalRecycle Grant (0083)	7,457.37
285-EIFD (0086)	2,147.91
302-Public Financing Autho(0082)	2,500.00
501-Refuse Administration (0037)	42,042.43
601-Employee Health & Wlfre (0039)	2,062.53
605-Risk Management (0040)	431.70
701-Special Deposits (0044)	61,479.74

Check Total: 1,822,209.72

**1.c.**  
**May 7, 2024**

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

**City of Placentia**  
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ALTA LANGUAGE SERVICES V010194	SMAR LISTENING/SPEAKING TEST	101512-6099 Professional Services	AP040824	165.00	IS709167		00130668	04/11/2024
					<b>Check Total:</b>	<b>165.00</b>			
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	102531-6315 Office Supplies	AP040824	63.90	17VM-7DXM-		00130669	04/11/2024
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	102531-6315 Office Supplies	AP040824	9.78	19YN-HW76-		00130669	04/11/2024
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	102531-6315 Office Supplies	AP040824	18.11	1DJC-RJTK-		00130669	04/11/2024
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	102531-6315 Office Supplies	AP040824	23.91	1KNK-9JDX-		00130669	04/11/2024
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	102531-6315 Office Supplies	AP040824	114.67	1NPD-WGQ9-		00130669	04/11/2024
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	102532-6315 Office Supplies	AP040824	16.14	1NPD-WGQ9-		00130669	04/11/2024
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	102532-6315 Office Supplies	AP040824	-29.35	1NPD-WGQ9-		00130669	04/11/2024
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	102532-6315 Office Supplies	AP040824	-29.35	1NPD-WGQ9-		00130669	04/11/2024
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	102533-6250 Staff Training	AP040824	56.99	1NPD-WGQ9-		00130669	04/11/2024
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	102531-6315 Office Supplies	AP040824	33.03	1RX7-QNK3-		00130669	04/11/2024
					<b>Check Total:</b>	<b>277.83</b>			
MW OH	ANTHEM LIFE INSURANCE V000046	APRL - SMITH, WARD LIFE INS	395083-5163 Life Insurance Premiums	AP040824	5.00	24-APR		00130670	04/11/2024
					<b>Check Total:</b>	<b>5.00</b>			
MW OH	ARAMARK REFRESHMENT	2999 E LA JOLLA -COFFEE/WATER	109595-6301	AP040824	338.09	105827417		00130671	04/11/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000081		Special Department Expenses						
MW OH	ARAMARK REFRESHMENT V000081	1530 VALENCIA -COFFEE/WATER	109595-6301 Special Department Expenses	AP040824	794.39	105827418		00130671	04/11/2024
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN -COFFEE/WATER	109595-6301 Special Department Expenses	AP040824	781.54	105827419		00130671	04/11/2024
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN -COFFEE/WATER	109595-6301 Special Department Expenses	AP040824	133.37	105827420		00130671	04/11/2024
MW OH	ARAMARK REFRESHMENT V000081	110 S BRADFORD -COFFEE/WATER	109595-6301 Special Department Expenses	AP040824	570.57	105827423		00130671	04/11/2024
MW OH	ARAMARK REFRESHMENT V000081	120 S BRADFORD -COFFEE/WATER	109595-6301 Special Department Expenses	AP040824	256.43	105827424		00130671	04/11/2024
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN -COFFEE/WATER	109595-6301 Special Department Expenses	AP040824	861.73	105828529		00130671	04/11/2024
MW OH	ARAMARK REFRESHMENT V000081	2999 E LA JOLLA -COFFEE/WATER	109595-6301 Special Department Expenses	AP040824	380.42	105831715		00130671	04/11/2024
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN -COFFEE/WATER	109595-6301 Special Department Expenses	AP040824	1,146.27	105831716		00130671	04/11/2024
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN -COFFEE/WATER	109595-6301 Special Department Expenses	AP040824	39.63	105831717		00130671	04/11/2024
MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD -COFFEE/WATER	109595-6301 Special Department Expenses	AP040824	421.30	105831718		00130671	04/11/2024
MW OH	ARAMARK REFRESHMENT V000081	900 S MELROSE -COFFEE/WATER	109595-6301 Special Department Expenses	AP040824	371.50	105831720		00130671	04/11/2024
MW OH	ARAMARK REFRESHMENT V000081	2999 E LA JOLLA -COFFEE/WATER	109595-6301 Special Department Expenses	AP040824	171.18	105832922		00130671	04/11/2024
MW OH	ARAMARK REFRESHMENT V000081	1530 VALENCIA -COFFEE/WATER	109595-6301 Special Department Expenses	AP040824	531.98	105832925		00130671	04/11/2024
MW OH	ARAMARK REFRESHMENT V000081	1530 VALENCIA -COFFEE/WATER	109595-6301 Special Department Expenses	AP040824	266.13	105832926		00130671	04/11/2024

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MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN -COFFEE/WATER	109595-6301 Special Department Expenses	AP040824	795.55	105832927		00130671	04/11/2024
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN -COFFEE/WATER	109595-6301 Special Department Expenses	AP040824	25.43	105832929		00130671	04/11/2024
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN -COFFEE/WATER	109595-6301 Special Department Expenses	AP040824	266.13	105832930		00130671	04/11/2024
MW OH	ARAMARK REFRESHMENT V000081	120 S BRADFORD -COFFEE/WATER	109595-6301 Special Department Expenses	AP040824	145.58	105832931		00130671	04/11/2024
MW OH	ARAMARK REFRESHMENT V000081	120 S BRADFORD -COFFEE/WATER	109595-6301 Special Department Expenses	AP040824	96.69	105832932		00130671	04/11/2024
MW OH	ARAMARK REFRESHMENT V000081	120 S BRADFORD -COFFEE/WATER	109595-6301 Special Department Expenses	AP040824	262.73	105832933		00130671	04/11/2024
MW OH	ARAMARK REFRESHMENT V000081	1530 VALENCIA -COFFEE/WATER	109595-6301 Special Department Expenses	AP040824	778.90	105832994		00130671	04/11/2024
MW OH	ARAMARK REFRESHMENT V000081	120 S BRADFORD -COFFEE/WATER	109595-6301 Special Department Expenses	AP040824	10.86	3257632		00130671	04/11/2024
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN -COFFEE/WATER	109595-6301 Special Department Expenses	AP040824	368.61	8738846		00130671	04/11/2024
MW OH	ARAMARK REFRESHMENT V000081	1530 VALENCIA -COFFEE/WATER	109595-6301 Special Department Expenses	AP040824	75.00	87411882		00130671	04/11/2024
MW OH	ARAMARK REFRESHMENT V000081	900 S MELROSE -COFFEE/WATER	109595-6301 Special Department Expenses	AP040824	75.00	8741874		00130671	04/11/2024
MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD -COFFEE/WATER	109595-6301 Special Department Expenses	AP040824	75.00	8741875		00130671	04/11/2024
MW OH	ARAMARK REFRESHMENT V000081	110 S BRADFORD -COFFEE/WATER	109595-6301 Special Department Expenses	AP040824	75.00	8741879		00130671	04/11/2024
MW OH	ARAMARK REFRESHMENT V000081	110 S BRADFORD -COFFEE/WATER	109595-6301 Special Department Expenses	AP040824	75.00	8741879		00130671	04/11/2024
MW OH	ARAMARK REFRESHMENT	2999 E LA JOLLA -COFFEE/WATER	109595-6301	AP040824	75.00	8741883		00130671	04/11/2024

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	V000081		Special Department Expenses						
MW OH	ARAMARK REFRESHMENT V000081	120 S BRADFORD -COFFEE/WATER	109595-6301 Special Department Expenses	AP040824	70.00	8741945		00130671	04/11/2024
MW OH	ARAMARK REFRESHMENT V000081	1701 ATWOOD AVE - COFFEE/WATER	109595-6301 Special Department Expenses	AP040824	40.00	8741989		00130671	04/11/2024
MW OH	ARAMARK REFRESHMENT V000081	201 S BRADFORD -COFFEE/WATER	109595-6301 Special Department Expenses	AP040824	40.00	8741990		00130671	04/11/2024
<b>Check Total:</b>					<b>10,415.01</b>				
MW OH	CALIFORNIA FORENSIC V000232	MAR BLOOD DRAWS	103040-6055 Medical Services	AP040824	532.00	2543	P12976	00130673	04/11/2024
<b>Check Total:</b>					<b>532.00</b>				
MW OH	CARD QUEST INC. V004355	BOSCH CARDS	799700-6368 Computer Peripheral/Accessory	AP040824	1,745.06	126087		00130674	04/11/2024
<b>Check Total:</b>					<b>1,745.06</b>				
MW OH	CENTRAL SQUARE V011724	ELF FORM UPDATED	796204-6840 / 796204-6840 Machinery & Equipment	AP040824	1,560.00	040824		00130675	04/11/2024
<b>Check Total:</b>					<b>1,560.00</b>				
MW OH	CHAPMAN, MAZIE V012808	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP040824	133.55	CHAPMAN4824		00130676	04/11/2024
<b>Check Total:</b>					<b>133.55</b>				
MW OH	CITY OF BREA V000125	BUSINESS CARDS, PERMIT APPS, D	102531-6315 Office Supplies	AP040824	595.91	ASR0000322		00130677	04/11/2024
<b>Check Total:</b>					<b>595.91</b>				
MW OH	CITY OF BUENA PARK V012498	2023 HERITAGE FESTIVAL CONTRIB	104078-6401 Community Programs	AP040824	100.00	03282024		00130678	04/11/2024
<b>Check Total:</b>					<b>100.00</b>				
MW OH	COLLINS + COLLINS LLP	LITIGATION FEES	404582-6006	AP040824	431.70	4360139		00130679	04/11/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V011980		Litigation						
				<b>Check Total:</b>	<b>431.70</b>				
MW OH	COMMERCIAL AQUATIC V005203	GOMEZ POOL REPAIRS	104076-6139 Repair/Maint - Parks & Fields	AP040824	2,193.30	949753		00130680	04/11/2024
				<b>Check Total:</b>	<b>2,193.30</b>				
MW OH	DELL MARKETING L.P. V000301	TRAFFIC CTRL PC UPGRADE	799700-6364 / 241502-6364 Computer Hardware	AP040824	2,196.91	10738213269		00130681	04/11/2024
				<b>Check Total:</b>	<b>2,196.91</b>				
MW OH	DENNIS GRUBB & V012137	3/16-31 FIRE PLAN CHECK	103066-6290 Dept. Contract Services	AP040824	1,025.00	002-30694	P13314	00130682	04/11/2024
				<b>Check Total:</b>	<b>1,025.00</b>				
MW OH	DIVISION OF THE STATE V008904	Q1 2024 - SB1186 & AB1379	100000-4101 Business License Fees	AP040824	-4,899.60	040324		00130683	04/11/2024
MW OH	DIVISION OF THE STATE V008904	Q1 2024 - SB1186 & AB1379	0044-2032 SB 1186 BL State Fee	AP040824	5,444.00	040324		00130683	04/11/2024
				<b>Check Total:</b>	<b>544.40</b>				
MW OH	FASTSIGNS OF FULLERTON V011616	ADA SIGNAGE	103065-6301 Special Department Expenses	AP040824	1,737.92	261-19477		00130684	04/11/2024
				<b>Check Total:</b>	<b>1,737.92</b>				
MW OH	FIFTH AVENUE CLEANERS V010431	MAR PD DRY CLEANING SVS	103040-6290 Dept. Contract Services	AP040824	988.61	24-MAR		00130685	04/11/2024
				<b>Check Total:</b>	<b>988.61</b>				
MW OH	FRANCHISE TAX BOARD V000404	FTB PE3/16 PD3/22	0010-2196 Garnishments W/H	AP040824	7.73	PR2401006		00130686	04/11/2024
				<b>Check Total:</b>	<b>7.73</b>				
MW OH	GOLDEN STATE WATER V000928	FEB-MAR WATER CHARGES	296561-6335 Water	AP040824	8,379.74	040824		00130687	04/11/2024

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MW OH	GOLDEN STATE WATER V000928	FEB-MAR WATER CHARGES	109595-6335 / 21010-6335 Water	AP040824	131.70	040824		00130687	04/11/2024
MW OH	GOLDEN STATE WATER V000928	FEB-MAR WATER CHARGES	109595-6335 Water	AP040824	19,981.62	040824		00130687	04/11/2024
					<b>Check Total:</b>	<b>28,493.06</b>			
MW OH	GST GOLDEN STAR V009410	WI-FI INSTALLATION - CITY YARD	103654-6130 Repair & Maint/Facilities	AP040824	17,671.70	INV92927	P12774	00130688	04/11/2024
					<b>Check Total:</b>	<b>17,671.70</b>			
MW OH	HEALTHPOINTE MEDICAL V010713	FEB-MAR PRE-EMPL SCREENINGS	101512-6099 Professional Services	AP040824	529.00	30601-4269893		00130689	04/11/2024
					<b>Check Total:</b>	<b>529.00</b>			
MW OH	KOA HILLS CONSULTING LLC V011519	03/04-11 CONSULTING SVS	102020-6099 Professional Services	AP040824	350.00	10507	P13026	00130690	04/11/2024
					<b>Check Total:</b>	<b>350.00</b>			
MW OH	KOSMONT TRANSACTIONS V011935	PLACENTIA 2023 LRB CONT DISCL	825525-6099 Professional Services	AP040824	1,250.00	040324		00130691	04/11/2024
MW OH	KOSMONT TRANSACTIONS V011935	PLACENTIA 2020 LRB CONT DISCL	825525-6099 Professional Services	AP040824	1,250.00	040324-2		00130691	04/11/2024
MW OH	KOSMONT TRANSACTIONS V011935	MAR PORTFOLIO MGMT SVS	102020-6099 Professional Services	AP040824	2,347.61	2307.6-009	P13139	00130691	04/11/2024
					<b>Check Total:</b>	<b>4,847.61</b>			
MW OH	LEHR AUTO V009930	STRIP UNIT 19	103041-6137 Repair Maint/Equipment	AP040824	1,000.00	SI101316		00130692	04/11/2024
					<b>Check Total:</b>	<b>1,000.00</b>			
MW OH	MACCUBBIN, MICHAEL V007311	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP040824	386.30	MAC4824		00130693	04/11/2024
					<b>Check Total:</b>	<b>386.30</b>			
MW OH	MARTINEZ, JOHN	PD TRAINING MEALS, MILEAGE	213041-6250	AP040824	173.78	MARTINEZ4424		00130694	04/11/2024

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	V010060		Staff Training						
				<b>Check Total:</b>	<b>173.78</b>				
MW OH	MILLER MENDEL INC V012474	ESOPH FAX UNITS	103040-6299 Other Purchased Services	AP040824	6.80	6375		00130695	04/11/2024
				<b>Check Total:</b>	<b>6.80</b>				
MW OH	MINUTEMAN PRESS- V007449	POSTER PHOTO - A. GLOE FUNERAL	103040-6301 Special Department Expenses	AP040824	108.75	39705		00130696	04/11/2024
				<b>Check Total:</b>	<b>108.75</b>				
MW OH	NOVA SECURITY SYSTEMS V009819	2/28-29 ACCESS CONTROLLERS SVS	101523-6099 Professional Services	AP040824	362.50	19476		00130697	04/11/2024
				<b>Check Total:</b>	<b>362.50</b>				
MW OH	ORANGE COUNTY V000699	OCEA PE3/16 PD3/22	0037-2176 PCEA/OCEA Assoc Dues	AP040824	2.12	PR2401006		00130698	04/11/2024
MW OH	ORANGE COUNTY V000699	OCEA PE3/16 PD3/22	0054-2176 PCEA/OCEA Assoc Dues	AP040824	0.38	PR2401006		00130698	04/11/2024
MW OH	ORANGE COUNTY V000699	OCEA PE3/16 PD3/22	0048-2176 PCEA/OCEA Assoc Dues	AP040824	9.62	PR2401006		00130698	04/11/2024
MW OH	ORANGE COUNTY V000699	OCEA PE3/16 PD3/22	0010-2176 PCEA/OCEA Assoc Dues	AP040824	517.01	PR2401006		00130698	04/11/2024
MW OH	ORANGE COUNTY V000699	OCEA PE3/16 PD3/22	0029-2176 PCEA/OCEA Assoc Dues	AP040824	8.37	PR2401006		00130698	04/11/2024
				<b>Check Total:</b>	<b>537.50</b>				
MW OH	ORANGE COUNTY V007306	MAR 2024 PARKING CITATIONS	0044-2038 Parking Fines	AP040824	9,262.00	033124		00130699	04/11/2024
				<b>Check Total:</b>	<b>9,262.00</b>				
MW OH	PACIFIC ARCHITECTURAL V012809	PERMIT, INSP/FIRE PLAN CHECK	103067-4167 Inspections/Operating Permit	AP040824	-794.00	PF-INV-2024-		00130700	04/11/2024
MW OH	PACIFIC ARCHITECTURAL	PERMIT, INSP/FIRE PLAN CHECK	103067-4167	AP040824	2,036.00	PF-INV-2024-14		00130700	04/11/2024

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	V012809		Inspections/Operating Permit						
				<b>Check Total:</b>	<b>1,242.00</b>				
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE3/16 PD3/22	0029-2176 PCEA/OCEA Assoc Dues	AP040824	0.72	PR2401006		00130701	04/11/2024
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE3/16 PD3/22	0037-2176 PCEA/OCEA Assoc Dues	AP040824	0.19	PR2401006		00130701	04/11/2024
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE3/16 PD3/22	0010-2176 PCEA/OCEA Assoc Dues	AP040824	44.66	PR2401006		00130701	04/11/2024
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE3/16 PD3/22	0054-2176 PCEA/OCEA Assoc Dues	AP040824	0.03	PR2401006		00130701	04/11/2024
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE3/16 PD3/22	0048-2176 PCEA/OCEA Assoc Dues	AP040824	0.84	PR2401006		00130701	04/11/2024
				<b>Check Total:</b>	<b>46.44</b>				
MW OH	PHONE SUPPLEMENTS V012311	DISP.WIRELESS HEADSET REMOTES	101515-6137 Repair Maint/Equipment	AP040824	138.86	132572		00130702	04/11/2024
				<b>Check Total:</b>	<b>138.86</b>				
MW OH	PLACENTIA YORBA LINDA V000794	ENVELOPES	109595-6315 Office Supplies	AP040824	891.75	82TI0927		00130703	04/11/2024
				<b>Check Total:</b>	<b>891.75</b>				
MW OH	PREMIER FIRST RESPONDER V011754	MAR OFFICER THERAPY SERVICES	503040-6301 / 233004-6301 Special Department Expenses	AP040824	300.00	1438		00130704	04/11/2024
				<b>Check Total:</b>	<b>300.00</b>				
MW OH	PRESTIGE COLLISION AUTO V010996	VEHICLE PAINT - PATROL DURANG	109800-6842 / 24801-6842 Vehicles	AP040824	2,453.42	RO 1731		00130705	04/11/2024
				<b>Check Total:</b>	<b>2,453.42</b>				
MW OH	PRIORITY DISPATCH CORP V011406	DISP. TRAINING/CERT - K. COLE	101515-6250 Staff Training	AP040824	425.00	SIN365372		00130706	04/11/2024
MW OH	PRIORITY DISPATCH CORP	DISP. TRAINING/CERT - K. CORRI	101515-6250	AP040824	425.00	SIN367956		00130706	04/11/2024

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	V011406		Staff Training						
				<b>Check Total:</b>	<b>850.00</b>				
MW OH	QUENCH USA V012472	MAR PD WATER/ICE MACHINE RENT	103041-6301 Special Department Expenses	AP040824	187.89	INV07004216		00130707	04/11/2024
MW OH	QUENCH USA V012472	APR PD WATER/ICE MACHINE RENT	103041-6301 Special Department Expenses	AP040824	187.89	INV07195172		00130707	04/11/2024
				<b>Check Total:</b>	<b>375.78</b>				
MW OH	SANDOVAL, GLORIA V009731	PERMIT DEPOSIT REFUND R3597	104071-4385 Facility Rental	AP040824	158.00	03282024		00130708	04/11/2024
				<b>Check Total:</b>	<b>158.00</b>				
MW OH	SELBERT PERKINS DESIGN V012172	FEB WAYFINDING DESIGN SVS	709201-6770 / 709201-6770 Infrastructure - Major Studies	AP040824	684.86	24011221	P13083	00130709	04/11/2024
MW OH	SELBERT PERKINS DESIGN V012172	FEB WAYFINDING DESIGN SVS	729201-6770 / 729201-6770 Infrastructure - Major Studies	AP040824	685.00	24011221	P13083	00130709	04/11/2024
				<b>Check Total:</b>	<b>1,369.86</b>				
MW OH	SHADER, RHONDA V010255	ICSC CONF. PER DIEM - R. SHADE	101001-6245 Meetings & Conferences	AP040824	141.00	040424		00130710	04/11/2024
				<b>Check Total:</b>	<b>141.00</b>				
MW OH	SOUTHERN CALIFORNIA V000910	MAR ELECTRICAL CHARGES	109595-6330 Electricity	AP040824	48,878.12	040924		00130711	04/11/2024
MW OH	SOUTHERN CALIFORNIA V000910	MAR ELECTRICAL CHARGES	109595-6330 / 21010-6330 Electricity	AP040824	459.22	040924		00130711	04/11/2024
MW OH	SOUTHERN CALIFORNIA V000910	MAR ELECTRICAL CHARGES	109595-6330 / 21009-6330 Electricity	AP040824	92.16	040924		00130711	04/11/2024
MW OH	SOUTHERN CALIFORNIA V000910	MAR ELECTRICAL CHARGES	286560-6330 Electricity	AP040824	49,887.53	040924		00130711	04/11/2024
MW OH	SOUTHERN CALIFORNIA V000910	MAR ELECTRICAL CHARGES	296561-6330 Electricity	AP040824	213.81	040924		00130711	04/11/2024

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MW OH	SOUTHERN CALIFORNIA V000910	MAR ELECTRICAL CHARGES	800000-6330 Electricity	AP040824	119.32	040924		00130711	04/11/2024
<b>Check Total:</b>					<b>99,650.16</b>				
MW OH	THE ART OF DANCE & V011508	FALL 2023 INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP040824	516.75	FALL2023A		00130712	04/11/2024
MW OH	THE ART OF DANCE & V011508	WINTER 2023-24 INSTRUCTOR PMT	104071-6060 Instructional Services	AP040824	308.10	WINTER 2024		00130712	04/11/2024
<b>Check Total:</b>					<b>824.85</b>				
MW OH	THINKSUPPLIES.COM V007047	PAPER	109595-6315 Office Supplies	AP040824	380.55	70494		00130713	04/11/2024
MW OH	THINKSUPPLIES.COM V007047	PAPER	109595-6315 Office Supplies	AP040824	304.40	70495		00130713	04/11/2024
<b>Check Total:</b>					<b>684.95</b>				
MW OH	TRANSUNION RISK & V009317	MAR PD DATABASE TRANSACTIONS	103042-6290 Dept. Contract Services	AP040824	175.00	49451-202403-1		00130714	04/11/2024
<b>Check Total:</b>					<b>175.00</b>				
MW OH	TURBO DATA SYSTEMS INC V001238	MAR PARKING CITATION SVS	103047-6290 Dept. Contract Services	AP040824	2,472.56	42552	P13052	00130715	04/11/2024
<b>Check Total:</b>					<b>2,472.56</b>				
MW OH	YORBA LINDA WATER V001148	FEB-MAR WATER CHARGES	109595-6335 Water	AP040824	173.57	040124		00130716	04/11/2024
<b>Check Total:</b>					<b>173.57</b>				
MW OH	AGROMIN V012783	SB 1383 COMPOST	833593-6301 Special Department Expenses	AP041524	830.00	0339962	P13335	00130717	04/18/2024
MW OH	AGROMIN V012783	SB 1383 COMPOST	833593-6499 Other Program Expenditures	AP041524	6,627.37	0339962	P13335	00130717	04/18/2024
MW OH	AGROMIN V012783	SB 1383 COMPOST	374386-6099 Professional Services	AP041524	11,633.13	0339962	P13335	00130717	04/18/2024

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				<b>Check Total:</b>	<b>19,090.50</b>				
MW OH	AIRGAP LABS LLC V012533	NETWORKING/FIREWALL	109800-6840 / 105213-6840 Machinery & Equipment	AP041524	18,220.27	212512	P13356	00130718	04/18/2024
				<b>Check Total:</b>	<b>18,220.27</b>				
MW OH	ALCALA, JASON V006564	CA FORCE INSTRUCTOR'S ASSOC	103041-6250 Staff Training	AP041524	150.00	ALCALA4924		00130719	04/18/2024
				<b>Check Total:</b>	<b>150.00</b>				
MW OH	ALL CITY MANAGEMENT V000005	3/17-30 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP041524	4,431.60	92437	P12977	00130720	04/18/2024
				<b>Check Total:</b>	<b>4,431.60</b>				
MW OH	ALLIANCE BUSINESS V011660	4/1-30 FD INTERNET FIBER LINE	109595-6215 Telephone/Internet	AP041524	545.27	3306773		00130721	04/18/2024
				<b>Check Total:</b>	<b>545.27</b>				
MW OH	ALTA PLANNING + DESIGN V012171	NOV ENGINEERING DESIGN	103590-6015 Engineering Services	AP041524	983.00	304-	P13071	00130722	04/18/2024
MW OH	ALTA PLANNING + DESIGN V012171	NOV ENGINEERING DESIGN	692003-6741 Infrastructure - Traffic	AP041524	5,670.19	304-	P13071	00130722	04/18/2024
MW OH	ALTA PLANNING + DESIGN V012171	NOV ENGINEERING DESIGN	502003-6741 Infrastructure - Traffic	AP041524	26,968.97	304-	P13071	00130722	04/18/2024
				<b>Check Total:</b>	<b>33,622.16</b>				
MW OH	AMAZON CAPITAL SERVICES V012336	BOOKS FOR TINY TOTS	104071-6301 / 22401-6301 Special Department Expenses	AP041524	117.09	14RP-MF4K-		00130723	04/18/2024
MW OH	AMAZON CAPITAL SERVICES V012336	HW SUPPLIES	103658-6137 Repair Maint/Equipment	AP041524	273.29	1C9F-YWG1-		00130723	04/18/2024
MW OH	AMAZON CAPITAL SERVICES V012336	MAINTENANCE SUPPLIES	103654-6137 Repair Maint/Equipment	AP041524	37.29	1C9F-YWG1-		00130723	04/18/2024
MW OH	AMAZON CAPITAL SERVICES V012336	VEHICLE MAINT SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041524	91.79	1C9F-YWG1-		00130723	04/18/2024

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MW OH	AMAZON CAPITAL SERVICES V012336	LANDSCAPING SUPPLIES	296561-6115 Landscaping	AP041524	168.24	1C9F-YWG1-		00130723	04/18/2024
MW OH	AMAZON CAPITAL SERVICES V012336	LANDSCAPING SUPPLIES	103655-6115 Landscaping	AP041524	31.87	1C9F-YWG1-		00130723	04/18/2024
MW OH	AMAZON CAPITAL SERVICES V012336	MAINTENANCE SUPPLIES	103654-6130 Repair & Maint/Facilities	AP041524	277.25	1C9F-YWG1-		00130723	04/18/2024
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	103650-6315 Office Supplies	AP041524	265.74	1C9F-YWG1-		00130723	04/18/2024
MW OH	AMAZON CAPITAL SERVICES V012336	MAINTENANCE SUPPLIES	103658-6301 Special Department Expenses	AP041524	1,075.25	1C9F-YWG1-		00130723	04/18/2024
MW OH	AMAZON CAPITAL SERVICES V012336	MAINTENANCE SUPPLIES	104071-6301 Special Department Expenses	AP041524	38.18	1C9F-YWG1-		00130723	04/18/2024
MW OH	AMAZON CAPITAL SERVICES V012336	ST EQUIPMENT	799700-6368 Computer Peripheral/Accessory	AP041524	1,953.50	1RT6-3DL1-		00130723	04/18/2024
MW OH	AMAZON CAPITAL SERVICES V012336	STANDING DESK	101512-6301 Special Department Expenses	AP041524	165.29	1RT6-3DL1-		00130723	04/18/2024
<b>Check Total:</b>					<b>4,494.78</b>				
MW OH	APPLE INCORPORATED V010155	4K APPLE TV - MAYOR'S OFFICE	799700-6368 Computer Peripheral/Accessory	AP041524	140.29	MA58475642		00130724	04/18/2024
<b>Check Total:</b>					<b>140.29</b>				
MW OH	AT & T V008736	4/1-30 PD YARD INTERNET	109595-6215 Telephone/Internet	AP041524	63.49	APRIL-24		00130725	04/18/2024
MW OH	AT & T V008736	4/1-30 POWELL BLDG INTERNET	109595-6215 Telephone/Internet	AP041524	95.59	APRIL-24-2		00130725	04/18/2024
<b>Check Total:</b>					<b>159.08</b>				
MW OH	AT&T V004144	MAR PHONE CHARGES	296561-6215 Telephone/Internet	AP041524	262.60	041124		00130726	04/18/2024
MW OH	AT&T	MAR PHONE CHARGES	109595-6215	AP041524	2,320.43	041124		00130726	04/18/2024

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	V004144		Telephone/Internet						
MW OH	AT&T V004144	MAR PHONE CHARGES	109595-6215 / 21008-6215 Telephone/Internet	AP041524	12.21	041124		00130726	04/18/2024
MW OH	AT&T V004144	MAR PHONE CHARGES	109595-6215 / 21009-6215 Telephone/Internet	AP041524	14.67	041124		00130726	04/18/2024
<b>Check Total:</b>					<b>2,609.91</b>				
MW OH	AT&T MOBILITY V011025	3/1-4/10 PW INTERNET	109595-6215 Telephone/Internet	AP041524	1,495.85	22999821		00130727	04/18/2024
MW OH	AT&T MOBILITY V011025	3/1-4/10 PW OUTST. INTERNET	109595-6215 Telephone/Internet	AP041524	40.24	22999821		00130727	04/18/2024
MW OH	AT&T MOBILITY V011025	3/1-4/10 CS DEVICES INTERNET	109595-6215 Telephone/Internet	AP041524	401.00	22999821		00130727	04/18/2024
MW OH	AT&T MOBILITY V011025	3/1-4/10 ADMIN INTERNET	109595-6215 Telephone/Internet	AP041524	120.72	22999821		00130727	04/18/2024
<b>Check Total:</b>					<b>2,057.81</b>				
MW OH	B & C BURGERS V011560	GRIP EVENT MEALS	103040-6401 Community Programs	AP041524	1,326.75	INV0438		00130728	04/18/2024
<b>Check Total:</b>					<b>1,326.75</b>				
MW OH	B & M LAWN & GARDEN V000127	LANDSCAPE SUPPLIES	103655-6301 Special Department Expenses	AP041524	485.41	630982		00130729	04/18/2024
MW OH	B & M LAWN & GARDEN V000127	LANDSCAPE SUPPLIES	103655-6301 Special Department Expenses	AP041524	110.21	631845		00130729	04/18/2024
MW OH	B & M LAWN & GARDEN V000127	LANDSCAPE SUPPLIES	103655-6301 Special Department Expenses	AP041524	42.88	632515		00130729	04/18/2024
MW OH	B & M LAWN & GARDEN V000127	LANDSCAPE SUPPLIES	103655-6301 Special Department Expenses	AP041524	832.67	633447		00130729	04/18/2024
<b>Check Total:</b>					<b>1,471.17</b>				
MW OH	BAKER TILLY US LLP	MAR PROFESSIONAL SVS	784070-6999	AP041524	687.50	BT2743150	P13349	00130730	04/18/2024

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	V012786		Other Expenditure						
				<b>Check Total:</b>	<b>687.50</b>				
MW OH	BEAR ELECTRICAL V010997	FEB TS ROUTINE MAINTENANCE	103590-6099 Professional Services	AP041524	3,212.45	21926	P13120	00130731	04/18/2024
MW OH	BEAR ELECTRICAL V010997	FEB TS ROUTINE MAINTENANCE	103590-6099 / 21009-6099 Professional Services	AP041524	247.50	21926	P13120	00130731	04/18/2024
MW OH	BEAR ELECTRICAL V010997	FEB TS ROUTINE MAINTENANCE	103590-6099 / 21010-6099 Professional Services	AP041524	120.05	21926	P13120	00130731	04/18/2024
MW OH	BEAR ELECTRICAL V010997	FEB TS ROUTINE MAINTENANCE	103590-6099 / 21011-6099 Professional Services	AP041524	85.00	21926	P13120	00130731	04/18/2024
MW OH	BEAR ELECTRICAL V010997	FEB TS MAINTENANCE RESPONSE	103590-6099 Professional Services	AP041524	9,599.73	22037	P13120	00130731	04/18/2024
MW OH	BEAR ELECTRICAL V010997	FEB TS MAINTENANCE RESPONSE	103590-6099 / 21009-6099 Professional Services	AP041524	1,030.67	22037	P13120	00130731	04/18/2024
MW OH	BEAR ELECTRICAL V010997	FEB TS MAINTENANCE RESPONSE	103590-6099 / 21011-6099 Professional Services	AP041524	50.00	22037	P13120	00130731	04/18/2024
				<b>Check Total:</b>	<b>14,345.40</b>				
MW OH	BOHLMANN INC V012190	PICNIC TABLE	697306-6760 Infrastructure - Parks	AP041524	3,642.75	B16232	P13373	00130732	04/18/2024
MW OH	BOHLMANN INC V012190	ADA PICNIC TABLES	697306-6760 Infrastructure - Parks	AP041524	2,639.12	B16232	P13373	00130732	04/18/2024
MW OH	BOHLMANN INC V012190	SHIPPING	697306-6760 Infrastructure - Parks	AP041524	785.00	B16232	P13373	00130732	04/18/2024
				<b>Check Total:</b>	<b>7,066.87</b>				
MW OH	BUCKNAM INFRASTRUCTURE V012179	AN PMP ASSESSMENT	173590-6099 Professional Services	AP041524	12,476.25	382-02.05	P13230	00130733	04/18/2024
MW OH	BUCKNAM INFRASTRUCTURE V012179	AN PMP ASSESSMENT	183551-6099 Professional Services	AP041524	2,932.25	382-02.05	P13230	00130733	04/18/2024

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MW OH	BUCKNAM INFRASTRUCTURE V012179	FEB PMP ASSESSMENT	183551-6099 Professional Services	AP041524	1,560.00	382-02.06	P13230	00130733	04/18/2024
<b>Check Total:</b>					<b>16,968.50</b>				
MW OH	CALIFORNIA BUILDING V010984	JAN-MAR CBSC FEES	102532-4160 Building Permits	AP041524	-53.60	04032024		00130734	04/18/2024
MW OH	CALIFORNIA BUILDING V010984	JAN-MAR CBSC FEES	0044-2036 CBSC State Fee	AP041524	535.00	04032024		00130734	04/18/2024
MW OH	CALIFORNIA BUILDING V010984	JAN-MAR CBSC FEES	697302-6760 / 697302-6760 Infrastructure - Parks	AP041524	1.00	04032024		00130734	04/18/2024
<b>Check Total:</b>					<b>482.40</b>				
MW OH	CALIFORNIA CONCRETE V012810	CONCRETE -GOLDEN AVE BRIDGE	103652-6301 Special Department Expenses	AP041524	1,700.00	24-0197		00130735	04/18/2024
<b>Check Total:</b>					<b>1,700.00</b>				
MW OH	CCP INDUSTRIES INC V010526	PW SUPPLIES - GLOVES	103654-6130 Repair & Maint/Facilities	AP041524	103.67	IN03492402		00130736	04/18/2024
<b>Check Total:</b>					<b>103.67</b>				
MW OH	CHARTER COMMUNICATIONS V004450	3-22-4/21 EOC CABLE/INTERNET	109595-6215 Telephone/Internet	AP041524	767.39	0034466032624		00130737	04/18/2024
MW OH	CHARTER COMMUNICATIONS V004450	3-25-4/24 CH INTERNET SVS	109595-6215 Telephone/Internet	AP041524	1,171.53	0347700032524		00130737	04/18/2024
MW OH	CHARTER COMMUNICATIONS V004450	3-25-4/24 WHITTEN CTR INTERNET	109595-6215 Telephone/Internet	AP041524	607.06	0347726032524		00130737	04/18/2024
MW OH	CHARTER COMMUNICATIONS V004450	3-26-4/25 PW YARD INTERNET	109595-6215 Telephone/Internet	AP041524	607.06	0347858032624		00130737	04/18/2024
MW OH	CHARTER COMMUNICATIONS V004450	3-30 GOMEZ CTR INTERNET	109595-6215 Telephone/Internet	AP041524	149.99	12228860104012		00130737	04/18/2024
<b>Check Total:</b>					<b>3,303.03</b>				
MW OH	CITY OF BREA	BUSINESS CARDS- E. ROBINSON	103550-6230	AP041524	14.01	ASR0000311		00130738	04/18/2024

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	V000125		Printing & Binding						
				<b>Check Total:</b>	<b>14.01</b>				
MW OH	COMLOCK V003166	DOOR REPAIRS - CITY HALL	103654-6301 Special Department Expenses	AP041524	128.44	847822		00130739	04/18/2024
MW OH	COMLOCK V003166	DOOR REPAIRS - CITY HALL	103654-6301 Special Department Expenses	AP041524	235.47	847836		00130739	04/18/2024
MW OH	COMLOCK V003166	REPLACEMENT LOCKS - SPORT COM	104076-6139 Repair/Maint - Parks & Fields	AP041524	691.98	847940		00130739	04/18/2024
MW OH	COMLOCK V003166	CITY HALL DOOR REPAIR	103654-6130 Repair & Maint/Facilities	AP041524	382.01	847954		00130739	04/18/2024
MW OH	COMLOCK V003166	DOOR REPAIRS - CITY HALL	103654-6301 Special Department Expenses	AP041524	265.00	849222		00130739	04/18/2024
				<b>Check Total:</b>	<b>1,702.90</b>				
MW OH	COMMERCIAL AQUATIC V005203	MAR GOMEZ POOL MAINTENANCE	104076-6130 Repair & Maint/Facilities	AP041524	1,500.00	949741	P13146	00130740	04/18/2024
MW OH	COMMERCIAL AQUATIC V005203	MAR WHITTEN POOL MAINTENANCE	104076-6130 Repair & Maint/Facilities	AP041524	1,500.00	949742	P13146	00130740	04/18/2024
				<b>Check Total:</b>	<b>3,000.00</b>				
MW OH	COMMUNICATIONS LAB V012784	MAR COMMUNICATION/MARKETING	09800-6770 / 24904-6770 Infrastructure - Major Studies	AP041524	8,500.00	2402-749	P13336	00130741	04/18/2024
				<b>Check Total:</b>	<b>8,500.00</b>				
MW OH	COSTAR REALTY V012340	MAR REAL ESTATE/ PROP. DATA	109595-6999 Other Expenditure	AP041524	567.00	119381335-1	P13206	00130742	04/18/2024
MW OH	COSTAR REALTY V012340	APR REAL ESTATE/PROP. DATA	109595-6999 Other Expenditure	AP041524	567.00	119629227-1	P13206	00130742	04/18/2024
				<b>Check Total:</b>	<b>1,134.00</b>				
MW OH	COUNTY OF ORANGE V008881	APR AFIS SERVICES	103040-6290 Dept. Contract Services	AP041524	1,858.00	SH 68209	P12980	00130743	04/18/2024

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					<b>Check Total:</b>	<b>1,858.00</b>			
MW OH	DAVID TAUSSIG AND V001040	FEB CONSULTANT FEES	109595-6999 Other Expenditure	AP041524	1,691.41	2402026	P13091	00130744	04/18/2024
					<b>Check Total:</b>	<b>1,691.41</b>			
MW OH	DEPARTMENT OF V000184	JAN-MAR STRONG MOTION FEES	697302-6760 / 697302-6760 Infrastructure - Parks	AP041524	4.48	04022024		00130745	04/18/2024
MW OH	DEPARTMENT OF V000184	JAN-MAR STRONG MOTION FEES	0044-2035 Strong Motion Fees/Non-Res	AP041524	1,505.12	04022024		00130745	04/18/2024
MW OH	DEPARTMENT OF V000184	JAN-MAR STRONG MOTION FEES	0044-2035 Strong Motion Fees/Non-Res	AP041524	0.50	04022024		00130745	04/18/2024
MW OH	DEPARTMENT OF V000184	JAN-MAR STRONG MOTION FEES	0044-2030 Strong Motion Fees/Res.	AP041524	675.12	04022024		00130745	04/18/2024
MW OH	DEPARTMENT OF V000184	JAN-MAR STRONG MOTION FEES	0044-2030 Strong Motion Fees/Res.	AP041524	6.00	04022024		00130745	04/18/2024
MW OH	DEPARTMENT OF V000184	JAN-MAR STRONG MOTION FEES	102532-4160 Building Permits	AP041524	-109.56	04022024		00130745	04/18/2024
					<b>Check Total:</b>	<b>2,081.66</b>			
MW OH	DEROTIC EMERGENCY V011295	E2 MAINTENANCE	103066-6134 Vehicle Repair & Maintenance	AP041524	1,854.83	SO-4158		00130746	04/18/2024
					<b>Check Total:</b>	<b>1,854.83</b>			
MW OH	DF POLYGRAPH V012341	DEC POLYGRAPH SVS	103040-6099 Professional Services	AP041524	225.00	2023/9		00130747	04/18/2024
MW OH	DF POLYGRAPH V012341	MAR POLYGRAPH SVS	103040-6099 Professional Services	AP041524	225.00	2024/1		00130747	04/18/2024
					<b>Check Total:</b>	<b>450.00</b>			
MW OH	ECS IMAGING INC V001305	5/24-25 LASERFICHE SUBSC - CH	101523-6136 Software Maintenance	AP041524	14,250.00	18562	P13365	00130748	04/18/2024
MW OH	ECS IMAGING INC	5/24-25 LASERFICHE SUBSC - PD	101523-6136	AP041524	3,715.00	18593	P13365	00130748	04/18/2024

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	V001305		Software Maintenance						
				<b>Check Total:</b>	<b>17,965.00</b>				
MW OH	ENTERPRISE FLEET V003312	APR LEASE CHARGE	103042-6165 Vehicle Lease	AP041524	10,194.02	FBN5005084	P13005	00130749	04/18/2024
MW OH	ENTERPRISE FLEET V003312	APR LEASE CHARGE	103041-6165 Vehicle Lease	AP041524	10,194.03	FBN5005084	P13005	00130749	04/18/2024
				<b>Check Total:</b>	<b>20,388.05</b>				
MW OH	EPOWER NETWORK INC V011953	GENERATOR REPAIRS	103654-6137 Repair Maint/Equipment	AP041524	435.84	31644		00130750	04/18/2024
MW OH	EPOWER NETWORK INC V011953	GENERATOR REPAIRS	103654-6137 Repair Maint/Equipment	AP041524	-435.84	31644CM		00130750	04/18/2024
MW OH	EPOWER NETWORK INC V011953	JAN-MAR STRONG MOTION FEES	103654-6137 Repair Maint/Equipment	AP041524	424.09	31646		00130750	04/18/2024
MW OH	EPOWER NETWORK INC V011953	JAN-MAR STRONG MOTION FEES	103654-6137 Repair Maint/Equipment	AP041524	115.47	31911		00130750	04/18/2024
				<b>Check Total:</b>	<b>539.56</b>				
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041524	81.17	102-207460	P13045	00130751	04/18/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041524	22.11	102-207485	P13045	00130751	04/18/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041524	38.23	102-207559	P13045	00130751	04/18/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041524	38.87	102-207574	P13045	00130751	04/18/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041524	10.65	102-207849	P13045	00130751	04/18/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041524	111.42	102207462	P13045	00130751	04/18/2024

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MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041524	74.78	12-5832664	P13045	00130751	04/18/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041524	29.22	12-5842784	P13045	00130751	04/18/2024
<b>Check Total:</b>					<b>406.45</b>				
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIR/MAINT - PARTS	103658-6134 Vehicle Repair & Maintenance	AP041524	73.74	286169		00130752	04/18/2024
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIR/MAINT - PARTS	103658-6134 Vehicle Repair & Maintenance	AP041524	120.58	286186		00130752	04/18/2024
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIR/MAINT - PARTS	103658-6134 Vehicle Repair & Maintenance	AP041524	112.65	286459		00130752	04/18/2024
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIR/MAINT - PARTS	103658-6134 Vehicle Repair & Maintenance	AP041524	300.12	286792		00130752	04/18/2024
<b>Check Total:</b>					<b>607.09</b>				
MW OH	FRANCHISE TAX BOARD V000404	FTB PE3/30 PD 4/05	0010-2196 Garnishments W/H	AP041524	7.73	PR2401007		00130753	04/18/2024
<b>Check Total:</b>					<b>7.73</b>				
MW OH	GLASBY MAINT. SUPPLY COJANITORIAL SUPPLIES V000445		103654-6301 Special Department Expenses	AP041524	1,693.32	340726 A		00130754	04/18/2024
MW OH	GLASBY MAINT. SUPPLY COJANITORIAL SUPPLIES V000445		103654-6301 Special Department Expenses	AP041524	478.16	341329 A		00130754	04/18/2024
<b>Check Total:</b>					<b>2,171.48</b>				
MW OH	HALO CONFIDENTIAL V011712	MAR PD BACKGROUND	103040-6290 Dept. Contract Services	AP041524	4,950.00	0229	P12939	00130755	04/18/2024
<b>Check Total:</b>					<b>4,950.00</b>				
MW OH	HERC RENTALS INC V010786	SCISSOR LIFT RENTAL	103654-6137 Repair Maint/Equipment	AP041524	654.76	34435707-001		00130756	04/18/2024
<b>Check Total:</b>					<b>654.76</b>				

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MW OH	HI-WAY SAFETY RENTALS V000459	STREET SIGNS EQUIPMENT	103652-6310 Street Signs	AP041524	257.44	154674		00130757	04/18/2024
MW OH	HI-WAY SAFETY RENTALS V000459	STREET SIGNS EQUIPMENT	103652-6310 Street Signs	AP041524	104.13	154840		00130757	04/18/2024
MW OH	HI-WAY SAFETY RENTALS V000459	TRAFFIC SIGNS-PURCHASE	103652-6310 Street Signs	AP041524	8,313.09	154687	P13326	00130757	04/18/2024
<b>Check Total:</b>					<b>8,674.66</b>				
MW OH	HOTSY OF SOUTHERN V004351	HIGH PRESSURE HOSE	103658-6301 Special Department Expenses	AP041524	245.72	309740		00130758	04/18/2024
<b>Check Total:</b>					<b>245.72</b>				
MW OH	HOUSTON & HARRIS PCS IN V010110	FEB SEWER LINE CLEANING/INSP	484356-6120 R & M/Sewer & Storm Drain	AP041524	31,206.18	24-25898	P13108	00130759	04/18/2024
<b>Check Total:</b>					<b>31,206.18</b>				
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Expenses	AP041524	-575.64	0008626003-001	P13097	00130760	04/18/2024
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Expenses	AP041524	5.42	0014680908-001	P13097	00130760	04/18/2024
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Expenses	AP041524	1,007.37	0014845043-001	P13097	00130760	04/18/2024
<b>Check Total:</b>					<b>437.15</b>				
MW OH	INFRASTRUCTURE V011245	MAR ARCHITECTURAL/ENG DESIGN	102532-6290 Dept. Contract Services	AP041524	16,502.50	29202	P13167	00130761	04/18/2024
<b>Check Total:</b>					<b>16,502.50</b>				
MW OH	JOHN L HUNTER & V009056	OCT NPDES CONSULTING SVS	103593-6099 Professional Services	AP041524	9,578.50	PLA1MS412310	P13125	00130762	04/18/2024
<b>Check Total:</b>					<b>9,578.50</b>				
MW OH	JONES & MAYER V009822	LITIGATION FEES	101005-6006 Litigation	AP041524	787.62	121195		00130763	04/18/2024

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MW OH	JONES & MAYER V009822	LITIGATION FEES	101005-6006 Litigation	AP041524	1,706.53	121197		00130763	04/18/2024
MW OH	JONES & MAYER V009822	LEGAL FEES	102531-4710 / 232504-4710 Reimbursements/Other Revenue	AP041524	2,218.51	121198		00130763	04/18/2024
MW OH	JONES & MAYER V009822	LITIGATION FEES	101005-6006 Litigation	AP041524	2,101.54	121202		00130763	04/18/2024
MW OH	JONES & MAYER V009822	LEGAL FEES	101005-6005 Legal Services	AP041524	262.54	121203		00130763	04/18/2024
MW OH	JONES & MAYER V009822	LITIGATION FEES	101005-6006 Litigation	AP041524	105.02	121205		00130763	04/18/2024
MW OH	JONES & MAYER V009822	LITIGATION FEES	101005-6006 Litigation	AP041524	78.75	121210		00130763	04/18/2024
MW OH	JONES & MAYER V009822	LITIGATION FEES	101005-6006 Litigation	AP041524	2,301.25	121211		00130763	04/18/2024
MW OH	JONES & MAYER V009822	LITIGATION FEES	101005-6006 Litigation	AP041524	446.31	121212		00130763	04/18/2024
MW OH	JONES & MAYER V009822	LEGAL FEES	101005-6005 Legal Services	AP041524	170.65	121215		00130763	04/18/2024
MW OH	JONES & MAYER V009822	LEGAL FEES	101005-6005 Legal Services	AP041524	2,528.54	121219		00130763	04/18/2024
MW OH	JONES & MAYER V009822	RETAINER	101005-6005 Legal Services	AP041524	32,931.78	121498		00130763	04/18/2024
<b>Check Total:</b>					<b>45,639.04</b>				
MW OH	KEYSER MARSTON V010468	DEC PROFESSIONAL SVS	682534-6099 Professional Services	AP041524	737.50	0038404		00130764	04/18/2024
<b>Check Total:</b>					<b>737.50</b>				
MW OH	KOSMONT REALTY V009555	OCT PROFESSIONAL SVS	682534-6099 Professional Services	AP041524	5,358.60	2308.1-003	P13223	00130765	04/18/2024
MW OH	KOSMONT REALTY	JAN PROFESSIONAL SVS	682534-6099	AP041524	694.20	2308.1-005	P13223	00130765	04/18/2024

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	V009555		Professional Services						
				<b>Check Total:</b>	<b>6,052.80</b>				
MW OH	LEE, JANICE V012588	ESRI CONFERENCE - TRAVEL EXP	102531-6245 Meetings & Conferences	AP041524	1,656.86	040924		00130766	04/18/2024
				<b>Check Total:</b>	<b>1,656.86</b>				
MW OH	LN CURTIS & SONS V011267	VEST CARRIERS	103041-6360 Uniforms	AP041524	500.00	INV793696		00130767	04/18/2024
MW OH	LN CURTIS & SONS V011267	VEST CARRIERS	103041-6360 Uniforms	AP041524	409.03	INV793696	P13313	00130767	04/18/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - JUNG	103041-6360 Uniforms	AP041524	76.91	INV804253	P13313	00130767	04/18/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - KIM	103041-6360 Uniforms	AP041524	174.95	INV804254	P13313	00130767	04/18/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - CLEVELAND	103041-6360 Uniforms	AP041524	76.91	INV804291	P13313	00130767	04/18/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - BALISTIC VESTS	103041-6360 Uniforms	AP041524	2,689.15	INV804997	P13313	00130767	04/18/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - CHAPMAN	103047-6360 Uniforms	AP041524	324.54	INV805015	P13313	00130767	04/18/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - CHUNG	103041-6360 Uniforms	AP041524	452.62	INV805278	P13313	00130767	04/18/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - MCELHINNEY	103041-6360 Uniforms	AP041524	326.13	INV805283	P13313	00130767	04/18/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - CHAPMAN	103047-6360 Uniforms	AP041524	209.88	INV805706	P13313	00130767	04/18/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - TITUS	103042-6360 Uniforms	AP041524	90.64	INV805965	P13313	00130767	04/18/2024
MW OH	LN CURTIS & SONS	PD UNIFORMS - INIGUEZ	103041-6360	AP041524	95.50	INV806776	P13313	00130767	04/18/2024

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	V011267		Uniforms						
				<b>Check Total:</b>	<b>5,426.26</b>				
MW OH	LOU LAGOON V012812	04/04 TOWN LIVE PREFORMANCE	101511-6301 / 243401-6301 Special Department Expenses	AP041524	500.00	04042024		00130768	04/18/2024
				<b>Check Total:</b>	<b>500.00</b>				
MW OH	LYNCH EMS V011542	APR EMT SERVICE	101516-6290 Dept. Contract Services	AP041524	88,784.06	24-8891	P12935	00130769	04/18/2024
				<b>Check Total:</b>	<b>88,784.06</b>				
MW OH	MAESTAS, HENRY EDDIE V012048	4/12 DJ SERVICE LET'S DANCE	104071-6299 Other Purchased Services	AP041524	200.00	133411		00130770	04/18/2024
				<b>Check Total:</b>	<b>200.00</b>				
MW OH	MARIPOSA LANDSCAPES INC V000647	MAR MEDIANS & PKWY MAINT SVS	103655-6115 Landscaping	AP041524	2,795.92	106925	P13264	00130771	04/18/2024
MW OH	MARIPOSA LANDSCAPES INC V000647	MAR LIBRARY MAINTENANCE SVS	103655-6115 / 21008-6115 Landscaping	AP041524	1,519.81	106925	P13264	00130771	04/18/2024
MW OH	MARIPOSA LANDSCAPES INC V000647	MAR CALTRANS SLOPE ON 57 FWY	103655-6115 / 243601-6115 Landscaping	AP041524	133.55	106925	P13264	00130771	04/18/2024
MW OH	MARIPOSA LANDSCAPES INC V000647	MAR CROWTHER MEDIAN & PKWY	800000-6115 Landscaping	AP041524	133.55	106925	P13264	00130771	04/18/2024
MW OH	MARIPOSA LANDSCAPES INC V000647	MAR MEDIANS & PKWY MAINT SVS	173555-6115 Landscaping	AP041524	9,141.60	106925	P13264	00130771	04/18/2024
MW OH	MARIPOSA LANDSCAPES INC V000647	MAR LMD MAINTENANCE SVS	296561-6115 Landscaping	AP041524	5,736.44	106925	P13264	00130771	04/18/2024
				<b>Check Total:</b>	<b>19,460.87</b>				
MW OH	MARK'S OLD TOWNE V000648	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041524	1,641.69	247521		00130772	04/18/2024
				<b>Check Total:</b>	<b>1,641.69</b>				
MW OH	MC FADDEN-DALE	PW WORK SUPPLIES	103658-6301	AP041524	43.10	541164/5		00130773	04/18/2024

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	V000635		Special Department Expenses						
				<b>Check Total:</b>	<b>43.10</b>				
MW OH	MCMURRAY STERN V006352	SPACESAVER STORAGE SYS	105213-6850 / 105213-6850 Building & Facilities	AP041524	68,390.70	35348-3	P13115	00130774	04/18/2024
				<b>Check Total:</b>	<b>68,390.70</b>				
MW OH	MIKE RAAHAUGES V010677	3/12 PISTOL RANGE USAGE	103043-6162 Range Training	AP041524	150.00	1940		00130775	04/18/2024
				<b>Check Total:</b>	<b>150.00</b>				
MW OH	NAJEEB KHOURY APC V012815	4/3 PROFESSIONAL SERVICES	101512-6099 Professional Services	AP041524	1,350.00	04042024		00130776	04/18/2024
				<b>Check Total:</b>	<b>1,350.00</b>				
MW OH	NATIONAL TRAINING V008067	PS FIREARM/TACTICAL RIFLE REG	213041-6250 Staff Training	AP041524	274.00	NATIONAL4824		00130777	04/18/2024
				<b>Check Total:</b>	<b>274.00</b>				
MW OH	NV5 INC V011256	JUL CM/CI SERVICES	643101-6750 Infrastructure - Sewer	AP041524	14,827.32	345534	P13102	00130778	04/18/2024
MW OH	NV5 INC V011256	JUL CM/CI SERVICES	713101-6750 / 713101-6750 Infrastructure - Sewer	AP041524	15,329.56	345534	P13102	00130778	04/18/2024
				<b>Check Total:</b>	<b>30,156.88</b>				
MW OH	ORANGE COUNTY DIVISION V012816	ORANGE COUNTY DIVISIONOC MEETING - WARD SMITH	101001-6245 Meetings & Conferences	AP041524	30.00	2267		00130779	04/18/2024
				<b>Check Total:</b>	<b>30.00</b>				
MW OH	ORANGE COUNTY V000699	OCEA PE3/30 PD4/5	0037-2176 PCEA/OCEA Assoc Dues	AP041524	0.09	PR2401007		00130780	04/18/2024
MW OH	ORANGE COUNTY V000699	OCEA PE3/30 PD4/5	0029-2176 PCEA/OCEA Assoc Dues	AP041524	1.42	PR2401007		00130780	04/18/2024
MW OH	ORANGE COUNTY	OCEA PE3/30 PD4/5	0054-2176	AP041524	0.02	PR2401007		00130780	04/18/2024

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	V000699		PCEA/OCEA Assoc Dues						
MW OH	ORANGE COUNTY V000699	OCEA PE3/30 PD4/5	0048-2176 PCEA/OCEA Assoc Dues	AP041524	0.62	PR2401007		00130780	04/18/2024
MW OH	ORANGE COUNTY V000699	OCEA PE3/30 PD4/5	0010-2176 PCEA/OCEA Assoc Dues	AP041524	535.35	PR2401007		00130780	04/18/2024
<b>Check Total:</b>					<b>537.50</b>				
MW OH	ORANGE COUNTY V011002	MAR OCSD FEES	0044-2037 County Sanitation Dist Fee	AP041524	43,865.00	04022024		00130781	04/18/2024
MW OH	ORANGE COUNTY V011002	MAR OCSD FEES	102532-4364 Sanitation Collect Fees	AP041524	-2,193.25	04022024		00130781	04/18/2024
<b>Check Total:</b>					<b>41,671.75</b>				
MW OH	PARS V006999	JAN ARS-PARS FEES	395083-6025 Third Party Administration	AP041524	461.55	55086		00130782	04/18/2024
MW OH	PARS V006999	JAN REP-PARS FEES	395083-6025 Third Party Administration	AP041524	600.00	55211		00130782	04/18/2024
MW OH	PARS V006999	FEB ARS-PARS FEES	395083-6025 Third Party Administration	AP041524	468.20	55294		00130782	04/18/2024
<b>Check Total:</b>					<b>1,529.75</b>				
MW OH	PATH V011455	FEB NAV CTR MGMT SVS	784070-6290 Dept. Contract Services	AP041524	137,333.33	800-24.02	P12993	00130783	04/18/2024
<b>Check Total:</b>					<b>137,333.33</b>				
MW OH	PCEA C/O NORTH ORANGE V000679	OCEA PE3/30 PD4/5	0029-2176 PCEA/OCEA Assoc Dues	AP041524	0.12	PR2401007		00130784	04/18/2024
MW OH	PCEA C/O NORTH ORANGE V000679	OCEA PE3/30 PD4/5	0037-2176 PCEA/OCEA Assoc Dues	AP041524	0.01	PR2401007		00130784	04/18/2024
MW OH	PCEA C/O NORTH ORANGE V000679	OCEA PE3/30 PD4/5	0010-2176 PCEA/OCEA Assoc Dues	AP041524	46.26	PR2401007		00130784	04/18/2024
MW OH	PCEA C/O NORTH ORANGE V000679	OCEA PE3/30 PD4/5	0048-2176	AP041524	0.05	PR2401007		00130784	04/18/2024

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	V000679		PCEA/OCEA Assoc Dues						
				<b>Check Total:</b>	<b>46.44</b>				
MW OH	PERDOMO, ROSBETH V012802	TRAINING - PARKING EXPENSES	213041-6250 Staff Training	AP041524	77.00	PERDOMO4152		00130785	04/18/2024
				<b>Check Total:</b>	<b>77.00</b>				
MW OH	PERFORMA LABS INC V012363	PD - USE OF FORCE REGISTRATION	213041-6250 Staff Training	AP041524	125.00	PERFORMA416		00130786	04/18/2024
				<b>Check Total:</b>	<b>125.00</b>				
MW OH	PSYCHOLOGICAL V009259	PRE-EMPL PSYCH EVALUATION	101512-6099 Professional Services	AP041524	462.00	527115		00130787	04/18/2024
				<b>Check Total:</b>	<b>462.00</b>				
MW OH	RED 88 MEDIA LLC V012180	MAR BROADCASTING SVS	581573-6290 Dept. Contract Services	AP041524	2,046.00	24-1025-0023	P13151	00130788	04/18/2024
				<b>Check Total:</b>	<b>2,046.00</b>				
MW OH	RING CENTRAL INC V012026	MAR PHONE SYSTEM SVS	101523-6136 Software Maintenance	AP041524	7,936.71	CD_000786700	P13286	00130789	04/18/2024
				<b>Check Total:</b>	<b>7,936.71</b>				
MW OH	ROMERO, MARYIRENE V012803	TRAINING - PARKING EXPENSES	213041-6250 Staff Training	AP041524	68.00	ROMERO41524		00130790	04/18/2024
				<b>Check Total:</b>	<b>68.00</b>				
MW OH	SAGECREST PLANNING AND V010576	MAR CONSULTING SVS	102532-6290 Dept. Contract Services	AP041524	4,250.08	4630	P13168	00130791	04/18/2024
				<b>Check Total:</b>	<b>4,250.08</b>				
MW OH	SANTA ANA (CENTRAL) CIVIL V012818	2011-00456217-CL-UD-NJC	0010-2196 Garnishments W/H	AP041524	393.46	PR2401007		00130792	04/18/2024
				<b>Check Total:</b>	<b>393.46</b>				
MW OH	SC FUELS	MARCH - FUEL	103658-6345	AP041524	10,220.14	0855698	P13320	00130793	04/18/2024

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	V012766		Gasoline & Diesel Fuel						
MW OH	SC FUELS V012766	MARCH - FUEL	103658-6345 Gasoline & Diesel Fuel	AP041524	12,468.06	0863268	P13320	00130793	04/18/2024
				<b>Check Total:</b>	<b>22,688.20</b>				
MW OH	SITEONE LANDSCAPE V011004	PLANTS	103655-6301 Special Department Expenses	AP041524	213.22	13798045-001		00130794	04/18/2024
				<b>Check Total:</b>	<b>213.22</b>				
MW OH	SO CAL GAS V000909	FEB-MAR GAS CHARGES	109595-6340 Natural Gas	AP041524	350.28	040824		00130795	04/18/2024
				<b>Check Total:</b>	<b>350.28</b>				
MW OH	SOUTHERN CALIFORNIA V009955	FEB NEWSPAPER PUBLICATIONS	109800-6850 Building & Facilities	AP041524	413.34	582706		00130796	04/18/2024
MW OH	SOUTHERN CALIFORNIA V009955	FEB NEWSPAPER PUBLICATIONS	682534-6099 Professional Services	AP041524	796.14	582706		00130796	04/18/2024
MW OH	SOUTHERN CALIFORNIA V009955	FEB NEWSPAPER PUBLICATIONS	101534-6301 Special Department Expenses	AP041524	1,974.36	582706		00130796	04/18/2024
MW OH	SOUTHERN CALIFORNIA V009955	FEB NEWSPAPER PUBLICATIONS	101511-6301 Special Department Expenses	AP041524	383.31	582706		00130796	04/18/2024
MW OH	SOUTHERN CALIFORNIA V009955	FEB NEWSPAPER PUBLICATIONS	860000-6226 Public Notice	AP041524	1,682.89	582706		00130796	04/18/2024
MW OH	SOUTHERN CALIFORNIA V009955	FEB NEWSPAPER PUBLICATIONS	101002-6225 Advertising/Promotional	AP041524	1,322.01	582706		00130796	04/18/2024
				<b>Check Total:</b>	<b>6,572.05</b>				
MW OH	SYLLABUS X V012817	PD TRAINING REGISTRATION	213041-6250 Staff Training	AP041524	2,500.00	SYLLABUSX48		00130797	04/18/2024
				<b>Check Total:</b>	<b>2,500.00</b>				
MW OH	TANGO TANGO INC V011054	Q2 DETECTIVE RADIO INTEGRATION	03042-6290 Dept. Contract Services	AP041524	645.00	2747		00130798	04/18/2024

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				<b>Check Total:</b>	<b>645.00</b>				
MW OH	TEAM ONE MANAGEMENT V010070	MAR PARK RESTROOMS JANITORIAL	104076-6290 Dept. Contract Services	AP041524	7,231.25	95	P13060	00130799	04/18/2024
				<b>Check Total:</b>	<b>7,231.25</b>				
MW OH	THE PAPER DEPOT V012197	4/13 SHREDDING EVENT	374386-6299 Other Purchased Services	AP041524	500.00	041324		00130800	04/18/2024
				<b>Check Total:</b>	<b>500.00</b>				
MW OH	THE SHERWIN WILLIAMS V009928	PAINT	103654-6301 Special Department Expenses	AP041524	430.18	1963-5A		00130801	04/18/2024
MW OH	THE SHERWIN WILLIAMS V009928	PAINT	103654-6301 Special Department Expenses	AP041524	455.55	4832-9		00130801	04/18/2024
MW OH	THE SHERWIN WILLIAMS V009928	PAINT	103654-6301 Special Department Expenses	AP041524	577.63	5092-9		00130801	04/18/2024
				<b>Check Total:</b>	<b>1,463.36</b>				
MW OH	THOMANN, DARYLL V012811	JAN MEDICAL INSURANCE REIMB.	395083-5161 Health Insurance Premiums	AP041524	527.78	JAN2024-1		00130802	04/18/2024
				<b>Check Total:</b>	<b>527.78</b>				
MW OH	THOMSON REUTERS - WEST MAR PD SOFTWARE SERVICES V009649		103042-6290 Dept. Contract Services	AP041524	389.57	849966314		00130803	04/18/2024
				<b>Check Total:</b>	<b>389.57</b>				
MW OH	TOTUM CORP V010229	FEB INSPECTION SVS - SIFI	103551-6099 Professional Services	AP041524	16,296.00	206462	P13087	00130804	04/18/2024
				<b>Check Total:</b>	<b>16,296.00</b>				
MW OH	TOWNSEND PUBLIC AFFAIRS & PR CONSULTING SVS V004165		101001-6001 Management Consulting Services	AP041524	5,500.00	21424	P13285	00130805	04/18/2024
				<b>Check Total:</b>	<b>5,500.00</b>				
MW OH	ULINE	ROLLING LADDER - PSB PROJECT	109800-6850 / 105213-6850	AP041524	1,907.78	175086675		00130806	04/18/2024

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	V006583		Building & Facilities						
				<b>Check Total:</b>	<b>1,907.78</b>				
MW OH	UNIQUE PRINTING V010259	PD BUSINESS CARDS	103041-6230 Printing & Binding	AP041524	34.53	45817		00130807	04/18/2024
				<b>Check Total:</b>	<b>34.53</b>				
MW OH	US BANK PARS #6746022400 V008781	PARS PE3/30 PD4/5	0037-2126 Employee PARS/ARS W/H	AP041524	6.17	PR2401006		00130808	04/18/2024
MW OH	US BANK PARS #6746022400 V008781	PARS PE3/30 PD4/5	0010-2126 Employee PARS/ARS W/H	AP041524	1,581.12	PR2401006		00130808	04/18/2024
MW OH	US BANK PARS #6746022400 V008781	PARS PE3/30 PD4/5	0010-2131 Employer PARS/ARS Payable	AP041524	1,581.12	PR2401006		00130808	04/18/2024
MW OH	US BANK PARS #6746022400 V008781	PARS PE3/30 PD4/5	0037-2131 Employer PARS/ARS Payable	AP041524	6.17	PR2401006		00130808	04/18/2024
MW OH	US BANK PARS #6746022400 V008781	PARS PE3/30 PD4/5	0048-2126 Employee PARS/ARS W/H	AP041524	5.14	PR2401006		00130808	04/18/2024
MW OH	US BANK PARS #6746022400 V008781	PARS PE3/30 PD4/5	0048-2131 Employer PARS/ARS Payable	AP041524	5.14	PR2401006		00130808	04/18/2024
MW OH	US BANK PARS #6746022400 V008781	PARS PE3/30 PD4/5	0010-2126 Employee PARS/ARS W/H	AP041524	1,738.79	PR2401007		00130808	04/18/2024
MW OH	US BANK PARS #6746022400 V008781	PARS PE3/30 PD4/5	0010-2131 Employer PARS/ARS Payable	AP041524	1,738.79	PR2401007		00130808	04/18/2024
				<b>Check Total:</b>	<b>6,662.44</b>				
MW OH	VILLEGAS, GABRIELA V009448	REFUND FOR CLASS WHITHDRAW	104071-4346 Festival Revenue	AP041524	60.00	2003933.002		00130809	04/18/2024
				<b>Check Total:</b>	<b>60.00</b>				
MW OH	XCS DOCUMENT V006561	PLOTTER REPAIR/MAINTENANCE	103654-6130 Repair & Maint/Facilities	AP041524	25.25	041024		00130810	04/18/2024
MW OH	XCS DOCUMENT	PLOTTER REPAIR/MAINTENANCE	103654-6130	AP041524	1,333.57	085730		00130810	04/18/2024

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	V006561		Repair & Maint/Facilities						
MW OH	XCS DOCUMENT V006561	PLOTTER REPAIR/MAINTENANCE	103654-6130 Repair & Maint/Facilities	AP041524	170.25	135942		00130810	04/18/2024
MW OH	XCS DOCUMENT V006561	PLOTTER REPAIR/MAINTENANCE	103654-6130 Repair & Maint/Facilities	AP041524	350.00	145428		00130810	04/18/2024
				<b>Check Total:</b>	<b>1,879.07</b>				
MW OH	YORBA LINDA WATER V001148	FEB-MAR WATER CHARGES	109595-6335 Water	AP041524	1,252.01	040824		00130811	04/18/2024
				<b>Check Total:</b>	<b>1,252.01</b>				
MW OH	ZAVALA, WILLIAM J V012444	04/11 TOWN LIVE PREFORMANCE	101511-6301 / 243401-6301 Special Department Expenses	AP041524	500.00	316468		00130812	04/18/2024
				<b>Check Total:</b>	<b>500.00</b>				
MW OH	ACTION TARGET V004043	SHOOTING RANGE DESIGN/EQUIP	105213-6850 Building & Facilities	AP042224	574,573.50	138046-1	P13068	00130813	04/25/2024
				<b>Check Total:</b>	<b>574,573.50</b>				
MW OH	ALL CITY MANAGEMENT V000005	3/31-4/13 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP042224	2,215.80	92742	P12977	00130814	04/25/2024
				<b>Check Total:</b>	<b>2,215.80</b>				
MW OH	AMAZON CAPITAL SERVICES V012336	SENIOR CENTER SUPPLIES	104079-6301 Special Department Expenses	AP042224	341.98	14RP-MF4K-		00130815	04/25/2024
MW OH	AMAZON CAPITAL SERVICES V012336	EASTER EVENT SUPPLIES	104071-6301 Special Department Expenses	AP042224	56.85	1JMD-13VG-		00130815	04/25/2024
MW OH	AMAZON CAPITAL SERVICES V012336	3W OFFICE SUPPLIES	103550-6315 Office Supplies	AP042224	455.75	1KMR-TN WV-		00130815	04/25/2024
MW OH	AMAZON CAPITAL SERVICES V012336	3W OFFICE SUPPLIES	103550-6315 Office Supplies	AP042224	51.99	1KMR-TN WV-		00130815	04/25/2024
MW OH	AMAZON CAPITAL SERVICES V012336	3W MAINTENANCE SUPPLIES	105213-6850 Building & Facilities	AP042224	560.97	1KMR-TN WV-		00130815	04/25/2024

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MW OH	AMAZON CAPITAL SERVICES V012336	SW MAINTENANCE SUPPLIES	103654-6855 Furniture & Fixtures	AP042224	42.74	1KMR-TNWV-		00130815	04/25/2024
MW OH	AMAZON CAPITAL SERVICES V012336	SW MAINTENANCE SUPPLIES	103654-6999 Other Expenditure	AP042224	143.57	1PR1-CQK9-		00130815	04/25/2024
MW OH	AMAZON CAPITAL SERVICES V012336	SW MAINTENANCE SUPPLIES	795305-6850 / 795305-6850 Building & Facilities	AP042224	71.17	1PR1-CQK9-		00130815	04/25/2024
MW OH	AMAZON CAPITAL SERVICES V012336	SW MAINTENANCE SUPPLIES	103654-6301 Special Department Expenses	AP042224	19.76	1PR1-CQK9-		00130815	04/25/2024
MW OH	AMAZON CAPITAL SERVICES V012336	SW MAINTENANCE SUPPLIES	103658-6301 Special Department Expenses	AP042224	162.99	1PR1-CQK9-		00130815	04/25/2024
MW OH	AMAZON CAPITAL SERVICES V012336	SW MAINTENANCE SUPPLIES	103658-6137 Repair Maint/Equipment	AP042224	30.73	1PR1-CQK9-		00130815	04/25/2024
MW OH	AMAZON CAPITAL SERVICES V012336	SW MAINTENANCE SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP042224	564.88	1PR1-CQK9-		00130815	04/25/2024
MW OH	AMAZON CAPITAL SERVICES V012336	SW MAINTENANCE SUPPLIES	103654-6134 Vehicle Repair & Maintenance	AP042224	1,216.62	1PR1-CQK9-		00130815	04/25/2024
MW OH	AMAZON CAPITAL SERVICES V012336	SW MAINTENANCE SUPPLIES	103654-6130 Repair & Maint/Facilities	AP042224	209.83	1PR1-CQK9-		00130815	04/25/2024
MW OH	AMAZON CAPITAL SERVICES V012336	SW MAINTENANCE SUPPLIES	296561-6115 Landscaping	AP042224	47.83	1PR1-CQK9-		00130815	04/25/2024
				<b>Check Total:</b>	<b>3,977.66</b>				
MW OH	AMERICAN RED CROSS V008105	CPR/AED ADULT, INFANT TRAINING	103066-6250 Staff Training	AP042224	144.00	22679482		00130816	04/25/2024
				<b>Check Total:</b>	<b>144.00</b>				
MW OH	AT & T V008736	4/1-30 IPAD CHARGES	109595-6215 Telephone/Internet	AP042224	571.08	X04152024		00130817	04/25/2024
				<b>Check Total:</b>	<b>571.08</b>				
MW OH	AT&T	MAR-APR PHONE CHARGES	296561-6215	AP042224	567.40	041824		00130818	04/25/2024

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	V004144		Telephone/Internet						
MW OH	AT&T V004144	MAR-APR PHONE CHARGES	109595-6215 Telephone/Internet	AP042224	180.79	041824		00130818	04/25/2024
				<b>Check Total:</b>	<b>748.19</b>				
MW OH	AT&T MOBILITY V011025	4/14-5/13 PD FIRSTNET SVS	109595-6215 Telephone/Internet	AP042224	4,071.55	23006733		00130819	04/25/2024
MW OH	AT&T MOBILITY V011025	4/14-5/13 FD FIRSTNET SVS	109595-6215 Telephone/Internet	AP042224	408.23	23006733		00130819	04/25/2024
				<b>Check Total:</b>	<b>4,479.78</b>				
MW OH	AUDI NORTH OC V012263	MAR - PLACENCIA VEHICLE REBATE	01534-6363 Resident Vehicle Rebate Prog	AP042224	1,500.00	MAR 2024		00130820	04/25/2024
				<b>Check Total:</b>	<b>1,500.00</b>				
MW OH	AVENU INSIGHTS & V012574	Q-1 UTILITY USER TAX	102020-6099 Professional Services	AP042224	5,098.94	INV06-018443	P13116	00130821	04/25/2024
				<b>Check Total:</b>	<b>5,098.94</b>				
MW OH	AXXESS DOOR CORP V011113	CITY HALL DOOR REPAIRS	103654-6130 Repair & Maint/Facilities	AP042224	1,796.05	8868		00130822	04/25/2024
				<b>Check Total:</b>	<b>1,796.05</b>				
MW OH	BUTTS, BRAD V002941	MAR FASSTRAK REIMBURSEMENT	103040-6301 Special Department Expenses	AP042224	566.65	MARCH 24		00130823	04/25/2024
				<b>Check Total:</b>	<b>566.65</b>				
MW OH	CALIFORNIA YELLOW CAB V003323	MAR SENIOR TRANSPORT SVS	184071-6401 Community Programs	AP042224	15,363.92	3487024	P13106	00130824	04/25/2024
MW OH	CALIFORNIA YELLOW CAB V003323	MAR SENIOR TRANSPORT SVS	194071-6401 Community Programs	AP042224	3,840.98	3487024	P13106	00130824	04/25/2024
				<b>Check Total:</b>	<b>19,204.90</b>				
MW OH	CALMAT CO.	PAVING MATERIALS	103652-6132	AP042224	453.40	73886783	P13098	00130825	04/25/2024

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	V010007		Repair & Maintenance/Streets						
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP042224	452.30	73888741	P13098	00130825	04/25/2024
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP042224	452.30	73888742	P13098	00130825	04/25/2024
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP042224	452.30	73891776	P13098	00130825	04/25/2024
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP042224	451.19	73913101	P13098	00130825	04/25/2024
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP042224	452.30	73915641	P13098	00130825	04/25/2024
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP042224	451.19	73915642	P13098	00130825	04/25/2024
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP042224	448.98	73915643	P13098	00130825	04/25/2024
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP042224	652.24	73921046	P13098	00130825	04/25/2024
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP042224	453.40	73922430	P13098	00130825	04/25/2024
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP042224	453.40	73924424	P13098	00130825	04/25/2024
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP042224	454.50	73926487	P13098	00130825	04/25/2024
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP042224	454.50	73928550	P13098	00130825	04/25/2024
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP042224	450.09	73944384	P13098	00130825	04/25/2024
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP042224	456.71	73947162	P13098	00130825	04/25/2024

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MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP042224	451.19	73951631	P13098	00130825	04/25/2024
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP042224	650.04	73954339	P13098	00130825	04/25/2024
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP042224	451.19	73954340	P13098	00130825	04/25/2024
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP042224	452.30	73959508	P13098	00130825	04/25/2024
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP042224	571.46	73961303	P13098	00130825	04/25/2024
<b>Check Total:</b>					<b>9,564.98</b>				
MW OH	COMMERCIAL AQUATIC V005203	WHITTEN POOL REPAIRS	104076-6139 Repair/Maint - Parks & Fields	AP042224	2,193.30	952648		00130826	04/25/2024
MW OH	COMMERCIAL AQUATIC V005203	JAN GOMEZ POOL MAINTENANCE	104076-6130 Repair & Maint/Facilities	AP042224	1,500.00	940378	P13146	00130826	04/25/2024
MW OH	COMMERCIAL AQUATIC V005203	JAN WHITTEN POOL MAINTENANCE	104076-6130 Repair & Maint/Facilities	AP042224	1,500.00	940379	P13146	00130826	04/25/2024
MW OH	COMMERCIAL AQUATIC V005203	FEB GOMEZ POOL MAINTENANCE	104076-6130 Repair & Maint/Facilities	AP042224	1,500.00	944520	P13146	00130826	04/25/2024
MW OH	COMMERCIAL AQUATIC V005203	FEB WHITTEN POOL MAINTENANCE	104076-6130 Repair & Maint/Facilities	AP042224	1,500.00	944524	P13146	00130826	04/25/2024
<b>Check Total:</b>					<b>8,193.30</b>				
MW OH	COUNTY OF ORANGE V008881	APR OCATS CLETS/LIVESCAN SVS	103043-6099 Professional Services	AP042224	1,104.51	SH 68322	P13022	00130827	04/25/2024
<b>Check Total:</b>					<b>1,104.51</b>				
MW OH	CPS HR CONSULTING V008464	SERGEANT EXAMS	103040-6320 Books & Periodicals	AP042224	368.50	TR-INV004071		00130828	04/25/2024
<b>Check Total:</b>					<b>368.50</b>				

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MW OH	CREATIVE SERVICES OF NEW V009004	OFFICER BADGE STICKERS	103040-6401 Community Programs	AP042224	538.95	V24-28161		00130829	04/25/2024
					<b>Check Total:</b>	<b>538.95</b>			
MW OH	CSG CONSULTANTS INC V011609	MAR BUILDING INSP SVS	102532-6290 Dept. Contract Services	AP042224	18,810.00	55905	P13169	00130830	04/25/2024
					<b>Check Total:</b>	<b>18,810.00</b>			
MW OH	DAVID TAUSSIG AND V001040	MAR CONSULTANT FEES	109595-6999 Other Expenditure	AP042224	1,339.45	2403252	P13091	00130831	04/25/2024
					<b>Check Total:</b>	<b>1,339.45</b>			
MW OH	DENNIS GRUBB & V012137	4/1-15 FIRE PLAN CHECK	103066-6290 Dept. Contract Services	AP042224	1,635.00	002-30703	P13314	00130832	04/25/2024
					<b>Check Total:</b>	<b>1,635.00</b>			
MW OH	DEPARTMENT OF JUSTICE V000213	MAR LIVESCAN PROCESSING	101512-6099 Professional Services	AP042224	65.00	726468		00130833	04/25/2024
MW OH	DEPARTMENT OF JUSTICE V000213	MAR LIVESCAN PROCESSING	0044-2053 DOJ Livescan	AP042224	153.00	726468		00130833	04/25/2024
MW OH	DEPARTMENT OF JUSTICE V000213	MAR LIVESCAN PROCESSING	0044-2054 FBI Livescan	AP042224	34.00	726468		00130833	04/25/2024
					<b>Check Total:</b>	<b>252.00</b>			
MW OH	DEROTIC EMERGENCY V011295	E2 MAINTENANCE/REPAIRS	103066-6134 Vehicle Repair & Maintenance	AP042224	866.25	SO-4491		00130834	04/25/2024
					<b>Check Total:</b>	<b>866.25</b>			
MW OH	FAIRWAY FORD V000376	MAR - VEHICLE REBATE PROGRAM	101534-6363 Resident Vehicle Rebate Prog	AP042224	2,500.00	MAR 2024		00130835	04/25/2024
					<b>Check Total:</b>	<b>2,500.00</b>			
MW OH	FIS V008518	FEB CREDIT CARD TRANS FEE	102020-6025 Third Party Administration	AP042224	2,962.85	34731611		00130836	04/25/2024
MW OH	FIS	MAR CREDIT CARD TRANS FEE	102020-6025	AP042224	984.14	34735612		00130836	04/25/2024

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	V008518		Third Party Administration						
				<b>Check Total:</b>	<b>3,946.99</b>				
MW OH	FRANCHISE TAX BOARD V000404	FTB PE4/13 PD4/19	0010-2196 Garnishments W/H	AP042224	7.73	PR2401008		00130837	04/25/2024
				<b>Check Total:</b>	<b>7.73</b>				
MW OH	GAMETIME V004081	KOCH PARK - PH.2 RENOVATIONS	797312-6760 / 797312-6760 Infrastructure - Parks	AP042224	30,789.00	PJI-0232879	P13359	00130838	04/25/2024
				<b>Check Total:</b>	<b>30,789.00</b>				
MW OH	GLASBY MAINT. SUPPLY COARROYO VERDE - MAINT SUPPLIES V000445		104076-6139 Repair/Maint - Parks & Fields	AP042224	733.16	340276		00130839	04/25/2024
MW OH	GLASBY MAINT. SUPPLY COKOCH PARK - TRASH CANS V000445		104076-6139 Repair/Maint - Parks & Fields	AP042224	942.23	341068		00130839	04/25/2024
MW OH	GLASBY MAINT. SUPPLY COTUFFREE - MAINT SUPPLIES V000445		104076-6139 Repair/Maint - Parks & Fields	AP042224	157.53	341097		00130839	04/25/2024
				<b>Check Total:</b>	<b>1,832.92</b>				
MW OH	GOLDEN BELL PRODUCTS V005233	GRAFFITI REMOVER	103658-6301 Special Department Expenses	AP042224	160.41	18687		00130840	04/25/2024
				<b>Check Total:</b>	<b>160.41</b>				
MW OH	GOLDEN STATE WATER V000928	MAR-APR PHONE CHARGES	109595-6335 Water	AP042224	3,395.35	041724		00130841	04/25/2024
MW OH	GOLDEN STATE WATER V000928	MAR-APR WATER CHARGES	296561-6335 Water	AP042224	1,582.70	041724		00130841	04/25/2024
				<b>Check Total:</b>	<b>4,978.05</b>				
MW OH	GONZALEZ, SUEMY V012819	4/18 OLD TOWN LIVE PERFORMER	101511-6301 / 243401-6301 Special Department Expenses	AP042224	800.00	26		00130842	04/25/2024
				<b>Check Total:</b>	<b>800.00</b>				
MW OH	HIRSCH PIPE AND SUPPLY	PLUMBING SUPPLIES	103654-6130	AP042224	110.45	9435038		00130843	04/25/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V004494		Repair & Maint/Facilities						
MW OH	HIRSCH PIPE AND SUPPLY V004494	PLUMBING SUPPLIES	103654-6130 Repair & Maint/Facilities	AP042224	30.75	9448991		00130843	04/25/2024
				<b>Check Total:</b>	<b>141.20</b>				
MW OH	HOUSTON & HARRIS PCS IN V010110	MAR SEWER LINE CLEANING/INSP	484356-6120 R & M/Sewer & Storm Drain	AP042224	3,512.50	24-25955	P13108	00130844	04/25/2024
				<b>Check Total:</b>	<b>3,512.50</b>				
MW OH	KRONOS SAASHR INC. V012554	MAR KRONOS SUBSCRIPTION	101512-6099 Professional Services	AP042224	5,891.48	12229786	P13211	00130845	04/25/2024
				<b>Check Total:</b>	<b>5,891.48</b>				
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - TEJEDA	103041-6360 Uniforms	AP042224	35.00	INV812837	P13313	00130846	04/25/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - KIM	103041-6360 Uniforms	AP042224	35.00	INV812882	P13313	00130846	04/25/2024
				<b>Check Total:</b>	<b>70.00</b>				
MW OH	MAKO OVERHEAD DOOR V011736	FD1 GARAGE DOOR REPAIRS	103066-6130 Repair & Maint/Facilities	AP042224	4,684.50	36817	P13379	00130847	04/25/2024
				<b>Check Total:</b>	<b>4,684.50</b>				
MW OH	MARTIN, ARMANDO V011735	MAR DEAD ANIMAL REMOVAL SVS	103045-6280 Animal Control Services	AP042224	600.00	0002511	P13131	00130848	04/25/2024
				<b>Check Total:</b>	<b>600.00</b>				
MW OH	MC FADDEN-DALE V000635	PUBLIC WORKS FLEET SUPPLIES	103658-6301 Special Department Expenses	AP042224	36.74	541379/5		00130849	04/25/2024
MW OH	MC FADDEN-DALE V000635	PUBLIC WORKS FLEET SUPPLIES	103658-6301 Special Department Expenses	AP042224	54.94	541797/5		00130849	04/25/2024
MW OH	MC FADDEN-DALE V000635	PUBLIC WORKS FLEET SUPPLIES	103658-6301 Special Department Expenses	AP042224	17.40	542041/5		00130849	04/25/2024
MW OH	MC FADDEN-DALE	PUBLIC WORKS FLEET SUPPLIES	103658-6301	AP042224	53.55	542160/5		00130849	04/25/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000635		Special Department Expenses						
MW OH	MC FADDEN-DALE V000635	PUBLIC WORKS FLEET SUPPLIES	103658-6301 Special Department Expenses	AP042224	67.77	542577/5		00130849	04/25/2024
MW OH	MC FADDEN-DALE V000635	PUBLIC WORKS FLEET SUPPLIES	103658-6301 Special Department Expenses	AP042224	55.71	542910/5		00130849	04/25/2024
				<b>Check Total:</b>	<b>286.11</b>				
MW OH	MCKESSON MEDICAL- V012321	EMERGENCY MEDICAL SUPPLIES	103066-6362 Emergency Medical Supplies	AP042224	622.96	21900512		00130850	04/25/2024
				<b>Check Total:</b>	<b>622.96</b>				
MW OH	MENDOZA, SERGIO V012220	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP042224	30.86	MENDOZA4152		00130851	04/25/2024
				<b>Check Total:</b>	<b>30.86</b>				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP042224	166.45	70340		00130852	04/25/2024
				<b>Check Total:</b>	<b>166.45</b>				
MW OH	ORANGE COUNTY V000699	OCEA PE4/13 PD4/19	0037-2176 PCEA/OCEA Assoc Dues	AP042224	0.09	PR2401008		00130853	04/25/2024
MW OH	ORANGE COUNTY V000699	OCEA PE4/13 PD4/19	0048-2176 PCEA/OCEA Assoc Dues	AP042224	0.43	PR2401008		00130853	04/25/2024
MW OH	ORANGE COUNTY V000699	OCEA PE4/13 PD4/19	0054-2176 PCEA/OCEA Assoc Dues	AP042224	0.02	PR2401008		00130853	04/25/2024
MW OH	ORANGE COUNTY V000699	OCEA PE4/13 PD4/19	0010-2176 PCEA/OCEA Assoc Dues	AP042224	536.73	PR2401008		00130853	04/25/2024
MW OH	ORANGE COUNTY V000699	OCEA PE4/13 PD4/19	0029-2176 PCEA/OCEA Assoc Dues	AP042224	0.02	PR2401008		00130853	04/25/2024
				<b>Check Total:</b>	<b>537.29</b>				
MW OH	PACIFIC COMPLIANCE V009292	2024 DESIGNATED TANK INSP	103658-6137 Repair Maint/Equipment	AP042224	2,195.00	7321		00130854	04/25/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>2,195.00</b>				
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE4/13 PD4/19	0010-2176 PCEA/OCEA Assoc Dues	AP042224	46.38	PR2401008		00130855	04/25/2024
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE4/13 PD4/19	0029-2176 PCEA/OCEA Assoc Dues	AP042224	0.02	PR2401008		00130855	04/25/2024
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE4/13 PD4/19	0048-2176 PCEA/OCEA Assoc Dues	AP042224	0.03	PR2401008		00130855	04/25/2024
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE4/13 PD4/19	0037-2176 PCEA/OCEA Assoc Dues	AP042224	0.01	PR2401008		00130855	04/25/2024
				<b>Check Total:</b>	<b>46.44</b>				
MW OH	PEREZ, VICTOR DE LA CRUZ	DAMAGE DEPOSIT REFUND R3631 V012409	104071-4385 Facility Rental	AP042224	158.00	2003959.002		00130856	04/25/2024
				<b>Check Total:</b>	<b>158.00</b>				
MW OH	PERFORMA LABS INC V012363	PD -USE OF FORCE COURSE REG	213041-6250 Staff Training	AP042224	125.00	PERFORMA422		00130857	04/25/2024
				<b>Check Total:</b>	<b>125.00</b>				
MW OH	PETE'S ROAD SERVICE INC V000767	FIRE ENGINE TIRES MAINT	103066-6134 Vehicle Repair & Maintenance	AP042224	261.56	24-0745196-00	P13225	00130858	04/25/2024
				<b>Check Total:</b>	<b>261.56</b>				
MW OH	POWER PLUS V006730	3/27 PSC BLDG TEMPORARY POWER	105213-6850 Building & Facilities	AP042224	250.00	675853OC		00130859	04/25/2024
				<b>Check Total:</b>	<b>250.00</b>				
MW OH	POWERSTRIDE BATTERY V000785	COBATTERY REPAIR	103658-6134 Vehicle Repair & Maintenance	AP042224	273.82	C69277		00130860	04/25/2024
				<b>Check Total:</b>	<b>273.82</b>				
MW OH	PRUDENTIAL OVERALL V000836	1/17 UNIFORM CLEANING SVS	103650-6360 Uniforms	AP042224	163.29	62880237	P12973	00130861	04/25/2024
MW OH	PRUDENTIAL OVERALL	1/24 UNIFORM CLEANING SVS	103650-6360	AP042224	163.29	62882449	P12973	00130861	04/25/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000836		Uniforms						
MW OH	PRUDENTIAL OVERALL V000836	1/31 UNIFORM CLEANING SVS	103650-6360 Uniforms	AP042224	163.29	62884094	P12973	00130861	04/25/2024
MW OH	PRUDENTIAL OVERALL V000836	2/7 UNIFORM CLEANING SVS	103650-6360 Uniforms	AP042224	163.29	62886171	P12973	00130861	04/25/2024
MW OH	PRUDENTIAL OVERALL V000836	2/21 UNIFORM CLEANING SVS	103650-6360 Uniforms	AP042224	177.81	62889838	P12973	00130861	04/25/2024
MW OH	PRUDENTIAL OVERALL V000836	3/6 UNIFORM CLEANING SVS	103650-6360 Uniforms	AP042224	175.72	62893702	P12973	00130861	04/25/2024
MW OH	PRUDENTIAL OVERALL V000836	3/13 UNIFORM CLEANING SVS	103650-6360 Uniforms	AP042224	178.14	62895427	P12973	00130861	04/25/2024
MW OH	PRUDENTIAL OVERALL V000836	3/27 UNIFORM CLEANING SVS	103650-6360 Uniforms	AP042224	178.14	62899392	P12973	00130861	04/25/2024
MW OH	PRUDENTIAL OVERALL V000836	4/3 UNIFORM CLEANING SVS	103650-6360 Uniforms	AP042224	178.14	62901249	P12973	00130861	04/25/2024
MW OH	PRUDENTIAL OVERALL V000836	4/10 UNIFORM CLEANING SVS	103650-6360 Uniforms	AP042224	223.14	62903227	P12973	00130861	04/25/2024
				<b>Check Total:</b>	<b>1,764.25</b>				
MW OH	QUALITY AUTO GLASS V002245	WINDSHIELD REPLACEMENTS	103658-6134 Vehicle Repair & Maintenance	AP042224	2,172.40	16419		00130862	04/25/2024
				<b>Check Total:</b>	<b>2,172.40</b>				
MW OH	RHA LANDSCAPE V011993	LA PLACITA PARKETTE PLANNING	507911-6760 / 507911-6760 Infrastructure - Parks	AP042224	4,085.00	01312166	P13100	00130863	04/25/2024
MW OH	RHA LANDSCAPE V011993	LA PLACITA PARKETTE PROJ MGMT	507911-6760 / 507911-6760 Infrastructure - Parks	AP042224	1,800.00	01312202	P13100	00130863	04/25/2024
				<b>Check Total:</b>	<b>5,885.00</b>				
MW OH	RIVERSIDE COUNTY V008065	PD ARREST & CONTROL/BATON REG	13041-6250 Staff Training	AP042224	128.00	RCSD42224		00130864	04/25/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>128.00</b>				
MW OH	SANTA ANA (CENTRAL) CIVIL V012818	B0-2011-00456217-CL-UD-NJC	0010-2196 Garnishments W/H	AP042224	393.46	PR2401008		00130865	04/25/2024
				<b>Check Total:</b>	<b>393.46</b>				
MW OH	SCA OF CA LLC V012501	NOV STREET SWEEPING	374386-6290 Dept. Contract Services	AP042224	14,073.54	2512142DS	P13119	00130866	04/25/2024
MW OH	SCA OF CA LLC V012501	MAR STREET SWEEPING	374386-6290 Dept. Contract Services	AP042224	14,073.54	2512290DS	P13119	00130866	04/25/2024
				<b>Check Total:</b>	<b>28,147.08</b>				
MW OH	SCI CONSULTING GROUP V009433	TAX ROLL ASSESSMENT SUBMITT	74386-6099 Professional Services	AP042224	1,747.37	SBS10934	P13377	00130867	04/25/2024
MW OH	SCI CONSULTING GROUP V009433	ASSESSMENT ADMINISTRATION SVS	03550-6017 Special Studies	AP042224	4,660.00	SBS10934	P13377	00130867	04/25/2024
MW OH	SCI CONSULTING GROUP V009433	ASSESSMENT ADMINISTRATION SVS	286560-6015 Engineering Services	AP042224	6,113.69	SBS10934	P13377	00130867	04/25/2024
MW OH	SCI CONSULTING GROUP V009433	ASSESSMENT ADMINISTRATION SVS	296561-6015 Engineering Services	AP042224	6,113.68	SBS10934	P13377	00130867	04/25/2024
MW OH	SCI CONSULTING GROUP V009433	ASSESSMENT ADMINISTRATION SVS	80000-6301 Special Department Expenses	AP042224	4,660.00	SBS10934	P13377	00130867	04/25/2024
MW OH	SCI CONSULTING GROUP V009433	ASSESSMENT ADMINISTRATION SVS	296561-6015 Engineering Services	AP042224	4,060.00	SBS10934-A	P13377	00130867	04/25/2024
MW OH	SCI CONSULTING GROUP V009433	ASSESSMENT ADMINISTRATION SVS	286560-6015 Engineering Services	AP042224	4,060.00	SBS10934-A	P13377	00130867	04/25/2024
				<b>Check Total:</b>	<b>31,414.74</b>				
MW OH	SECO ELECTRIC & LIGHTING V010182	FREE -FIELD LAMP REPLACEMENT	104076-6141 Repair/Maint - Park LIghts	AP042224	1,756.01	8574		00130868	04/25/2024
MW OH	SECO ELECTRIC & LIGHTING V010182	PCSC -RESTROOM LIGHT REPAIR	104076-6141 Repair/Maint - Park LIghts	AP042224	530.29	8578		00130868	04/25/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
					<b>Check Total:</b>	<b>2,286.30</b>			
MW OH	SITEONE LANDSCAPE V011004	TREE BANDS AND STAKES	103655-6301 Special Department Expenses	AP042224	170.54	138057209-001		00130869	04/25/2024
					<b>Check Total:</b>	<b>170.54</b>			
MW OH	SOUTHERN CALIFORNIA V000910	MAR-APR ELECTRIC CHARGES	109595-6330 Electricity	AP042224	635.23	041824		00130870	04/25/2024
MW OH	SOUTHERN CALIFORNIA V000910	MAR-APR ELECTRIC CHARGES	109595-6330 / 21011-6330 Electricity	AP042224	175.21	041824		00130870	04/25/2024
MW OH	SOUTHERN CALIFORNIA V000910	MAR-APR ELECTRIC CHARGES	109595-6330 / 21009-6330 Electricity	AP042224	81.33	041824		00130870	04/25/2024
MW OH	SOUTHERN CALIFORNIA V000910	MAR-APR ELECTRIC CHARGES	296561-6330 Electricity	AP042224	18.78	041824		00130870	04/25/2024
					<b>Check Total:</b>	<b>910.55</b>			
MW OH	SOUTHERN CALIFORNIA V009955	3/1-31 NEWSPAPER PUBLICATIONS	101002-6225 Advertising/Promotional	AP042224	1,760.16	586569		00130871	04/25/2024
MW OH	SOUTHERN CALIFORNIA V009955	3/1-31 NEWSPAPER PUBLICATIONS	860000-6226 Public Notice	AP042224	465.02	586569		00130871	04/25/2024
					<b>Check Total:</b>	<b>2,225.18</b>			
MW OH	SOUTHWEST LIFT & V010959	EQUIP REP/MAINT SERVICE	103658-6137 Repair Maint/Equipment	AP042224	1,364.33	13259		00130872	04/25/2024
					<b>Check Total:</b>	<b>1,364.33</b>			
MW OH	THE SAUCE CREATIVE V007476	EASTER EGGCITEMENT 2024 FLYERS	04071-6301 Special Department Expenses	AP042224	364.44	6716		00130873	04/25/2024
					<b>Check Total:</b>	<b>364.44</b>			
MW OH	THINKSUPPLIES.COM V007047	PAPER	109595-6315 Office Supplies	AP042224	108.73	70510		00130874	04/25/2024
					<b>Check Total:</b>	<b>108.73</b>			
MW OH	TREJO, DANIELA	PD TRAINING MEALS, MILEAGE	103041-6250	AP042224	30.86	TREJO41524		00130875	04/25/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012221		Staff Training						
				<b>Check Total:</b>	<b>30.86</b>				
MW OH	TRILLIUM CNG (1720) V007952	MAR - CNG FUEL	103658-6345 Gasoline & Diesel Fuel	AP042224	70.59	24494080		00130876	04/25/2024
				<b>Check Total:</b>	<b>70.59</b>				
MW OH	TURBO DATA SYSTEMS INC V001238	PARKING CITATIONS PAPER ROLLS	103047-6301 Special Department Expenses	AP042224	435.00	42486		00130877	04/25/2024
				<b>Check Total:</b>	<b>435.00</b>				
MW OH	UNDERGROUND SERVICE V010637	MAR CA STATE FEE REG COST	484356-6301 Special Department Expenses	AP042224	80.14	23-2425140		00130878	04/25/2024
MW OH	UNDERGROUND SERVICE V010637	MAR DIG ALERT SVS	484356-6301 Special Department Expenses	AP042224	179.75	320240530		00130878	04/25/2024
				<b>Check Total:</b>	<b>259.89</b>				
MW OH	UNIQUE PRINTING V010259	PD BUSINESS CARDS	103041-6230 Printing & Binding	AP042224	138.11	45830		00130879	04/25/2024
				<b>Check Total:</b>	<b>138.11</b>				
MW OH	UNITED STATES POSTAL V010482	PERMIT # 26 - POSTAGE RENEWAL	104070-6325 Postage	AP042224	320.00	042024		00130880	04/25/2024
				<b>Check Total:</b>	<b>320.00</b>				
MW OH	US BANK PARS #6746022400 V008781	PARS PT EE/ER PE4/13 PD4/19	0010-2131 Employer PARS/ARS Payable	AP042224	1,580.12	PR2401008		00130881	04/25/2024
MW OH	US BANK PARS #6746022400 V008781	PARS PT EE/ER PE4/13 PD4/19	0010-2126 Employee PARS/ARS W/H	AP042224	1,580.12	PR2401008		00130881	04/25/2024
				<b>Check Total:</b>	<b>3,160.24</b>				
MW OH	V MONTOYA ENTERPRISES V012358	PLANTS	103655-6301 Special Department Expenses	AP042224	35.00	31570		00130882	04/25/2024
				<b>Check Total:</b>	<b>35.00</b>				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	WAXIE SANITARY SUPPLY V001132	SANITARY SUPPLIES	103654-6301 Special Department Expenses	AP042224	1,053.47	82378319		00130883	04/25/2024
				<b>Check Total:</b>	<b>1,053.47</b>				
MW OH	WEST COAST SAND & V001134	CRUSHED AGGREGATE BASE	103655-6301 Special Department Expenses	AP042224	743.09	689344		00130884	04/25/2024
				<b>Check Total:</b>	<b>743.09</b>				
MW OH	YORBA LINDA WATER V006633	DEC SEWER CHARGES	484356-6297 Billing Services	AP042224	1,068.33	558018		00130885	04/25/2024
MW OH	YORBA LINDA WATER V006633	MAR SEWER CHARGES	484356-6297 Billing Services	AP042224	1,068.33	559785		00130885	04/25/2024
				<b>Check Total:</b>	<b>2,136.66</b>				
				<b>Type Total:</b>	<b>1,822,209.72</b>				
				<b>Check Total:</b>	<b>1,822,209.72</b>				

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For 05/072024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 1,295,397.54

Check Totals by ID

AP	1,295,397.54
EP	0.00
IP	0.00
OP	0.00

Void Total: 0.00

Check Total: 1,295,397.54

Fund Name

Check Totals by Fund

101-General Fund (0010)	580,443.90
117-Measure U Fund (0079)	806.74
208-Scssr Agncy Ret Oblg (0054)	638.21
211-PEG Fund (0058)	-129.59
225-Asset Seizure (0021)	1,605.21
227-Explorer Grant NOC (0076)	1,370.77
231-Placentia Reg Nav Cent(0078)	1,688.34
242-Police Impact Fee (0067)	134.02
265-Landscape Maintenance (0029)	290.74
275-Sewer Maintenance (0048)	2,491.51
401-City Capital Projects (0033)	2,062.56
501-Refuse Administration (0037)	355,662.64
601-Employee Health & Wlfre (0039)	348,167.72
605-Risk Management (0040)	164.77

Check Total: 1,295,397.54

ACH Payroll Direct Deposit for 04/19/2024: 613,769.31

Electronic Disbursement Total: 1,909,166.85

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 04/30/2024**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	PLACENTIA FIREFIGHTERS V011878	PFPA PE3/16 PD3/22	0010-2180 Police Mgmt Assn Dues	PY2401006	800.00	PR2401006		00018527	04/11/2024
					<b>Check Total:</b>	<b>800.00</b>			
MW OH	PLACENTIA POLICE V000839	PPFMA PE3/16 PD3/22	0010-2180 Police Mgmt Assn Dues	PY2401006	1,402.93	PR2401006		00018528	04/11/2024
					<b>Check Total:</b>	<b>1,402.93</b>			
MW OH	PLACENTIA POLICE V003519	PPOA PE3/16 PD3/22	0078-2178 Placentia Police Assoc Dues	PY2401006	47.66	PR2401006		00018529	04/11/2024
MW OH	PLACENTIA POLICE V003519	PPOA PE3/16 PD3/22	0010-2178 Placentia Police Assoc Dues	PY2401006	3,222.50	PR2401006		00018529	04/11/2024
					<b>Check Total:</b>	<b>3,270.16</b>			
MW OH	CALIFORNIA PUBLIC V006234	APR MED INS PREMIUM	395000-4715 ISF Health Ins Reimbursement	ACH041024	228,233.92	10000001748711		00018530	04/11/2024
MW OH	CALIFORNIA PUBLIC V006234	APR MED INS PREMIUM	395083-5161 Health Insurance Premiums	ACH041024	16,021.81	10000001748711		00018530	04/11/2024
MW OH	CALIFORNIA PUBLIC V006234	APR MED INS PREMIUM - NON-PERS	395000-4715 ISF Health Ins Reimbursement	ACH041024	42,846.67	10000001748712		00018530	04/11/2024
					<b>Check Total:</b>	<b>287,102.40</b>			
MW OH	WASHINGTON STATE V011597	WA CHILD SUPP PE3/16 PD3/22	0010-2196 Garnishments W/H	ACH041024	823.09	PR2401006		00018531	04/11/2024
					<b>Check Total:</b>	<b>823.09</b>			
MW OH	CALIFORNIA STATE V004813	CA CHILD SUPP PE3/16 PD3/22	0010-2196 Garnishments W/H	ACH041024	1,859.98	PR2401006		00018532	04/11/2024
MW OH	CALIFORNIA STATE V004813	CA CHILD SUPP PE3/16 PD3/26	0029-2196 Garnishments W/H	ACH041024	9.23	PR2401006		00018532	04/11/2024
MW OH	CALIFORNIA STATE V004813	CA CHILD SUPP PE3/16 PD3/28	0048-2196 Garnishments W/H	ACH041024	46.15	PR2401006		00018532	04/11/2024
MW OH	CALIFORNIA STATE	CA CHILD SUPP PE3/16 PD3/27	0037-2196	ACH041024	69.23	PR2401006		00018532	04/11/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V004813		Garnishments W/H						
					<b>Check Total:</b>	<b>1,984.59</b>			
MW OH	EMPLOYMENT V010052	CA WITHOLD PE3/16 PE3/22	0010-2135 Calif Income Tax W/H	ACH041024	33,238.50	PR2401006		00018533	04/11/2024
MW OH	EMPLOYMENT V010052	CA WITHOLD PE3/16 PE3/22	0029-2135 Calif Income Tax W/H	ACH041024	69.62	PR2401006		00018533	04/11/2024
MW OH	EMPLOYMENT V010052	CA WITHOLD PE3/16 PE3/22	0033-2135 Calif Income Tax W/H	ACH041024	389.71	PR2401006		00018533	04/11/2024
MW OH	EMPLOYMENT V010052	CA WITHOLD PE3/16 PE3/22	0037-2135 Calif Income Tax W/H	ACH041024	344.46	PR2401006		00018533	04/11/2024
MW OH	EMPLOYMENT V010052	CA WITHOLD PE3/16 PE3/22	0048-2135 Calif Income Tax W/H	ACH041024	381.43	PR2401006		00018533	04/11/2024
MW OH	EMPLOYMENT V010052	CA WITHOLD PE3/16 PE3/22	0054-2135 Calif Income Tax W/H	ACH041024	106.32	PR2401006		00018533	04/11/2024
MW OH	EMPLOYMENT V010052	CA WITHOLD PE3/16 PE3/22	0078-2135 Calif Income Tax W/H	ACH041024	204.28	PR2401006		00018533	04/11/2024
					<b>Check Total:</b>	<b>34,734.32</b>			
MW OH	INTERNAL REVENUE V010054	FEDTAX PE3/16 PD3/22	0010-2110 Federal Income Tax W/H	ACH041024	85,930.52	PR2401006		00018534	04/11/2024
MW OH	INTERNAL REVENUE V010054	FEDTAX PE3/16 PD3/22	0029-2110 Federal Income Tax W/H	ACH041024	65.12	PR2401006		00018534	04/11/2024
MW OH	INTERNAL REVENUE V010054	FEDTAX PE3/16 PD3/22	0078-2110 Federal Income Tax W/H	ACH041024	675.90	PR2401006		00018534	04/11/2024
MW OH	INTERNAL REVENUE V010054	FEDTAX PE3/16 PD3/22	0048-2110 Federal Income Tax W/H	ACH041024	987.04	PR2401006		00018534	04/11/2024
MW OH	INTERNAL REVENUE V010054	FEDTAX PE3/16 PD3/22	0054-2110 Federal Income Tax W/H	ACH041024	272.39	PR2401006		00018534	04/11/2024
MW OH	INTERNAL REVENUE	FEDTAX PE3/16 PD3/22	0033-2110	ACH041024	1,213.38	PR2401006		00018534	04/11/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010054		Federal Income Tax W/H						
MW OH	INTERNAL REVENUE V010054	FEDTAX PE3/16 PD3/22	0048-2110 Federal Income Tax W/H	ACH041024	987.04	PR2401006		00018534	04/11/2024
MW OH	INTERNAL REVENUE V010054	FEDTAX PE3/16 PD3/22	0054-2110 Federal Income Tax W/H	ACH041024	272.39	PR2401006		00018534	04/11/2024
MW OH	INTERNAL REVENUE V010054	FEDTAX PE3/16 PD3/22	0078-2110 Federal Income Tax W/H	ACH041024	675.90	PR2401006		00018534	04/11/2024
MW OH	INTERNAL REVENUE V010054	FEDTAX PE3/16 PD3/22	0078-2115 Employee Medicare W/H	ACH041024	61.41	PR2401006		00018534	04/11/2024
MW OH	INTERNAL REVENUE V010054	FEDTAX PE3/16 PD3/22	0054-2115 Employee Medicare W/H	ACH041024	37.37	PR2401006		00018534	04/11/2024
MW OH	INTERNAL REVENUE V010054	FEDTAX PE3/16 PD3/22	0048-2115 Employee Medicare W/H	ACH041024	142.45	PR2401006		00018534	04/11/2024
MW OH	INTERNAL REVENUE V010054	FEDTAX PE3/16 PD3/22	0037-2115 Employee Medicare W/H	ACH041024	97.90	PR2401006		00018534	04/11/2024
MW OH	INTERNAL REVENUE V010054	FEDTAX PE3/16 PD3/22	0033-2115 Employee Medicare W/H	ACH041024	96.43	PR2401006		00018534	04/11/2024
MW OH	INTERNAL REVENUE V010054	FEDTAX PE3/16 PD3/22	0010-2115 Employee Medicare W/H	ACH041024	12,388.20	PR2401006		00018534	04/11/2024
MW OH	INTERNAL REVENUE V010054	FEDTAX PE3/16 PD3/22	0010-2120 Employer Medicare Payable	ACH041024	12,388.06	PR2401006		00018534	04/11/2024
MW OH	INTERNAL REVENUE V010054	FEDTAX PE3/16 PD3/22	0029-2115 Employee Medicare W/H	ACH041024	28.37	PR2401006		00018534	04/11/2024
MW OH	INTERNAL REVENUE V010054	FEDTAX PE3/16 PD3/22	0029-2120 Employer Medicare Payable	ACH041024	28.38	PR2401006		00018534	04/11/2024
MW OH	INTERNAL REVENUE V010054	FEDTAX PE3/16 PD3/22	0033-2120 Employer Medicare Payable	ACH041024	96.44	PR2401006		00018534	04/11/2024
MW OH	INTERNAL REVENUE V010054	FEDTAX PE3/16 PD3/22	0037-2120 Employer Medicare Payable	ACH041024	97.89	PR2401006		00018534	04/11/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	INTERNAL REVENUE V010054	FEDTAX PE3/16 PD3/22	0048-2120 Employer Medicare Payable	ACH041024	142.47	PR2401006		00018534	04/11/2024
					<b>Check Total:</b>	<b>115,698.63</b>			
MW OH	MISSION SQUARE 100091 V012393	401A PE3/16 PD3/22	0010-2170 Deferred Comp Payable - ICMA	ACH041024	10,420.88	PR2401006		00018535	04/11/2024
					<b>Check Total:</b>	<b>10,420.88</b>			
MW OH	MISSION SQUARE 301387 V012394	PE3/16 PD3/22	0010-2170 Deferred Comp Payable - ICMA	ACH041024	35,130.03	301387-PY2406		00018536	04/11/2024
MW OH	MISSION SQUARE 301387 V012394	PE3/16 PD3/22	0078-2170 Deferred Comp Payable - ICMA	ACH041024	75.00	301387-PY2406		00018536	04/11/2024
MW OH	MISSION SQUARE 301387 V012394	PE3/16 PD3/22	0037-2170 Deferred Comp Payable - ICMA	ACH041024	296.15	301387-PY2406		00018536	04/11/2024
MW OH	MISSION SQUARE 301387 V012394	PE3/16 PD3/22	0033-2170 Deferred Comp Payable - ICMA	ACH041024	114.60	301387-PY2406		00018536	04/11/2024
MW OH	MISSION SQUARE 301387 V012394	PE3/16 PD3/22	0048-2170 Deferred Comp Payable - ICMA	ACH041024	278.66	301387-PY2406		00018536	04/11/2024
MW OH	MISSION SQUARE 301387 V012394	PE3/16 PD3/22	0054-2170 Deferred Comp Payable - ICMA	ACH041024	100.28	301387-PY2406		00018536	04/11/2024
MW OH	MISSION SQUARE 301387 V012394	PE3/16 PD3/22	0029-2170 Deferred Comp Payable - ICMA	ACH041024	27.68	301387-PY2406		00018536	04/11/2024
					<b>Check Total:</b>	<b>36,022.40</b>			
MW OH	PLACENTIA FIREFIGHTERS V011878	PPFA PE3/30 PD4/5	0010-2189 Fire Association Dues	PY2401007	900.00	PR2401007		00018537	04/18/2024
					<b>Check Total:</b>	<b>900.00</b>			
MW OH	PLACENTIA POLICE V000839	PPFMA PE3/30 PD4/5	0010-2180 Police Mgmt Assn Dues	PY2401007	1,402.93	PR2401007		00018538	04/18/2024
					<b>Check Total:</b>	<b>1,402.93</b>			
MW OH	PLACENTIA POLICE	PPOA PE3/30 PD4/5	0078-2178	PY2401007	9.93	PR2401007		00018539	04/18/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V003519		Placentia Police Assoc Dues						
MW OH	PLACENTIA POLICE V003519	PPOA PE3/30 PD4/5	0010-2178 Placentia Police Assoc Dues	PY2401007	3,260.23	PR2401007		00018539	04/18/2024
<b>Check Total:</b>					<b>3,270.16</b>				
MW OH	CALIFORNIA STATE V004813	CA CHILD SUPP PE3/30 PD4/5	0010-2196 Garnishments W/H	EFT041624	1,973.30	PR2401007		00018540	04/18/2024
MW OH	CALIFORNIA STATE V004813	CA CHILD SUPP PE3/30 PD4/5	0048-2196 Garnishments W/H	EFT041624	4.18	PR2401007		00018540	04/18/2024
MW OH	CALIFORNIA STATE V004813	CA CHILD SUPP PE3/30 PD4/5	0037-2196 Garnishments W/H	EFT041624	6.27	PR2401007		00018540	04/18/2024
MW OH	CALIFORNIA STATE V004813	CA CHILD SUPP PE3/30 PD4/5	0029-2196 Garnishments W/H	EFT041624	0.84	PR2401007		00018540	04/18/2024
<b>Check Total:</b>					<b>1,984.59</b>				
MW OH	EMPLOYMENT V010052	STATE WITH PE3/30 PD4/5	0033-2135 Calif Income Tax W/H	EFT041624	33.27	PR2401007		00018541	04/18/2024
MW OH	EMPLOYMENT V010052	STATE WITH PE3/30 PD4/5	0048-2135 Calif Income Tax W/H	EFT041624	36.68	PR2401007		00018541	04/18/2024
MW OH	EMPLOYMENT V010052	STATE WITH PE3/30 PD4/5	0054-2135 Calif Income Tax W/H	EFT041624	9.23	PR2401007		00018541	04/18/2024
MW OH	EMPLOYMENT V010052	STATE WITH PE3/30 PD4/5	0078-2135 Calif Income Tax W/H	EFT041624	34.77	PR2401007		00018541	04/18/2024
MW OH	EMPLOYMENT V010052	STATE WITH PE3/30 PD4/5	0037-2135 Calif Income Tax W/H	EFT041624	41.83	PR2401007		00018541	04/18/2024
MW OH	EMPLOYMENT V010052	STATE WITH PE3/30 PD4/5	0010-2135 Calif Income Tax W/H	EFT041624	36,054.51	PR2401007		00018541	04/18/2024
MW OH	EMPLOYMENT V010052	STATE WITH PE3/30 PD4/5	0029-2135 Calif Income Tax W/H	EFT041624	18.34	PR2401007		00018541	04/18/2024
<b>Check Total:</b>					<b>36,228.63</b>				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/30 PD4/5	0078-2120 Employer Medicare Payable	EFT041624	9.54	PR2401007		00018542	04/18/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/30 PD4/5	0048-2120 Employer Medicare Payable	EFT041624	11.75	PR2401007		00018542	04/18/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/30 PD4/5	0010-2125 Employee Social Sec W/H	EFT041624	10.00	PR2401007		00018542	04/18/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/30 PD4/5	0010-2130 Employer Soc Sec Payable	EFT041624	10.00	PR2401007		00018542	04/18/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/30 PD4/5	0054-2120 Employer Medicare Payable	EFT041624	3.59	PR2401007		00018542	04/18/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/30 PD4/5	0033-2120 Employer Medicare Payable	EFT041624	7.33	PR2401007		00018542	04/18/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/30 PD4/5	0037-2120 Employer Medicare Payable	EFT041624	11.85	PR2401007		00018542	04/18/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/30 PD4/5	0029-2115 Employee Medicare W/H	EFT041624	6.03	PR2401007		00018542	04/18/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/30 PD4/5	0010-2115 Employee Medicare W/H	EFT041624	12,857.34	PR2401007		00018542	04/18/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/30 PD4/5	0010-2120 Employer Medicare Payable	EFT041624	12,860.81	PR2401007		00018542	04/18/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/30 PD4/5	0029-2120 Employer Medicare Payable	EFT041624	6.03	PR2401007		00018542	04/18/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/30 PD4/5	0033-2115 Employee Medicare W/H	EFT041624	7.33	PR2401007		00018542	04/18/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/30 PD4/5	0037-2115 Employee Medicare W/H	EFT041624	11.85	PR2401007		00018542	04/18/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/30 PD4/5	0048-2115 Employee Medicare W/H	EFT041624	11.75	PR2401007		00018542	04/18/2024
MW OH	INTERNAL REVENUE	FED TAX PE3/30 PD4/5	0054-2115	EFT041624	3.59	PR2401007		00018542	04/18/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010054		Employee Medicare W/H						
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/30 PD4/5	0054-2110 Federal Income Tax W/H	EFT041624	24.14	PR2401007		00018542	04/18/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/30 PD4/5	0078-2110 Federal Income Tax W/H	EFT041624	121.91	PR2401007		00018542	04/18/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/30 PD4/5	0078-2115 Employee Medicare W/H	EFT041624	9.54	PR2401007		00018542	04/18/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/30 PD4/5	0048-2110 Federal Income Tax W/H	EFT041624	88.34	PR2401007		00018542	04/18/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/30 PD4/5	0037-2110 Federal Income Tax W/H	EFT041624	101.89	PR2401007		00018542	04/18/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/30 PD4/5	0033-2110 Federal Income Tax W/H	EFT041624	104.04	PR2401007		00018542	04/18/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/30 PD4/5	0010-2110 Federal Income Tax W/H	EFT041624	87,873.07	PR2401007		00018542	04/18/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE3/30 PD4/5	0029-2110 Federal Income Tax W/H	EFT041624	19.22	PR2401007		00018542	04/18/2024
				<b>Check Total:</b>	<b>114,170.94</b>				
MW OH	MISSION SQUARE 100091 V012393	401A PE3/30 PD4/5	0010-2170 Deferred Comp Payable - ICMA	EFT041624	10,306.06	PR2401007		00018543	04/18/2024
				<b>Check Total:</b>	<b>10,306.06</b>				
MW OH	MISSION SQUARE 301387 V012394	457 PE3/30 PD4/5	0010-2170 Deferred Comp Payable - ICMA	EFT041624	38,388.06	PR2401007		00018544	04/18/2024
MW OH	MISSION SQUARE 301387 V012394	457 PE3/30 PD4/5	0054-2170 Deferred Comp Payable - ICMA	EFT041624	43.93	PR2401007		00018544	04/18/2024
MW OH	MISSION SQUARE 301387 V012394	457 PE3/30 PD4/5	0029-2170 Deferred Comp Payable - ICMA	EFT041624	11.88	PR2401007		00018544	04/18/2024
MW OH	MISSION SQUARE 301387	457 PE3/30 PD4/5	0048-2170	EFT041624	38.76	PR2401007		00018544	04/18/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012394		Deferred Comp Payable - ICMA						
MW OH	MISSION SQUARE 301387 V012394	457 PE3/30 PD4/5	0033-2170 Deferred Comp Payable - ICMA	EFT041624	0.03	PR2401007		00018544	04/18/2024
MW OH	MISSION SQUARE 301387 V012394	457 PE3/30 PD4/5	0037-2170 Deferred Comp Payable - ICMA	EFT041624	93.06	PR2401007		00018544	04/18/2024
MW OH	MISSION SQUARE 301387 V012394	457 PE3/30 PD4/5	0078-2170 Deferred Comp Payable - ICMA	EFT041624	5.59	PR2401007		00018544	04/18/2024
<b>Check Total:</b>					<b>38,581.31</b>				
MW OH	WASHINGTON STATE V011597	WA CHILD SUPP PE3/30 PD4/5	0010-2196 Garnishments W/H	EFT041624	823.09	PR2401007		00018545	04/18/2024
<b>Check Total:</b>					<b>823.09</b>				
MW OH	PLACENTIA FIREFIGHTERS V011878	PPFA PE4/13 PD4/19	0010-2189 Fire Association Dues	PY2401008	900.00	PR2401008		00018548	04/25/2024
<b>Check Total:</b>					<b>900.00</b>				
MW OH	PLACENTIA POLICE V000839	PPFMA PE4/13 PD4/19	0010-2180 Police Mgmt Assn Dues	PY2401008	1,402.93	PR2401008		00018549	04/25/2024
<b>Check Total:</b>					<b>1,402.93</b>				
MW OH	PLACENTIA POLICE V003519	PPOA PE4/13 PD4/19	0010-2178 Placentia Police Assoc Dues	PY2401008	3,260.23	PR2401008		00018550	04/25/2024
MW OH	PLACENTIA POLICE V003519	PPOA PE4/13 PD4/19	0078-2178 Placentia Police Assoc Dues	PY2401008	9.93	PR2401008		00018550	04/25/2024
<b>Check Total:</b>					<b>3,270.16</b>				
MW OH	REPUBLIC WASTE SERVICES V007205	SMAR REFUSE COLLECTION SVS	374386-6101 Disposal	EFT042424	353,640.12	676-005541136	P13107	00018551	04/25/2024
<b>Check Total:</b>					<b>353,640.12</b>				
MW OH	ELAN CORPORATE PAYMENTS V012768	BACKS	104071-6130 Repair & Maint/Facilities	ELAN10062	61.35	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS	LUNCH WITH INTERVIEW PANEL	104071-6054	ELAN10062	187.42	SEPTEMBER23		00018554	04/25/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012768		Recruitment Exp						
MW OH	ELAN CORPORATE PAYMENTS V012768	SR CIVIL ENG PANEL BREAKFAST	101512-6054 Recruitment Exp	ELAN10062	15.71	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	IT TECH DAY 1 INTERVIEW PANEL	101512-6054 Recruitment Exp	ELAN10062	17.22	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	IT SPECIALIST INTERVIEW PANEL	101512-6054 Recruitment Exp	ELAN10062	22.52	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	IT TECH DAY 2 INTERVIEW PANEL	101512-6054 Recruitment Exp	ELAN10062	23.57	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	INTERVIEW PANEL MEALS	101512-6054 Recruitment Exp	ELAN10062	99.14	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	POLICE SERGEANT PANEL	101512-6054 Recruitment Exp	ELAN10062	42.68	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	PARKING CONTROL OFFICER INTERVIEW	101512-6054 Recruitment Exp	ELAN10062	45.68	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	IT TECH DAY 1 INTERVIEW PANEL	101512-6054 Recruitment Exp	ELAN10062	48.94	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	IT TECH DAY 2 INTERVIEW PANEL	101512-6054 Recruitment Exp	ELAN10062	53.29	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	IT SPECIALIST INTERVIEW PANEL	101512-6054 Recruitment Exp	ELAN10062	54.70	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	SENIOR CIVIL ENGINEER PANEL LU	101512-6054 Recruitment Exp	ELAN10062	80.79	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	GROCERIES FOR RAFFLE DINNER	103066-6053 City Events	ELAN10062	220.09	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	PARKING EXPENSES	102531-6099 Professional Services	ELAN10062	240.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	TABLECLOTHS CLEANING	104071-6099 Professional Services	ELAN10062	37.09	SEPTEMBER23		00018554	04/25/2024

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MW OH	ELAN CORPORATE PAYMENT V012768	RYB FLYER FOLDING	104071-6099 Professional Services	ELAN10062	60.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	BUSINESS PLAN FORMAT	104071-6099 Professional Services	ELAN10062	97.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	IRRIGATION SUPPLIES	104076-6130 Repair & Maint/Facilities	ELAN10062	5.29	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	IRRIGATION SUPPLIES	104076-6130 Repair & Maint/Facilities	ELAN10062	31.19	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	IRRIGATION SUPPLIES	104076-6130 Repair & Maint/Facilities	ELAN10062	95.28	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	IRRIGATION SUPPLIES	104076-6130 Repair & Maint/Facilities	ELAN10062	146.78	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	IRRIGATION SUPPLIES	104076-6130 Repair & Maint/Facilities	ELAN10062	230.05	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	IRRIGATION SUPPLIES	104076-6130 Repair & Maint/Facilities	ELAN10062	244.05	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	DETECTIVE TOLL ROAD CHARGES	103042-6051 Toll Roads Expense	ELAN10062	5.35	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	AUG TOLL ROAD CHARGES - TITUS	103042-6051 Toll Roads Expense	ELAN10062	7.15	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TOLL ROAD FEE	104071-6051 Toll Roads Expense	ELAN10062	29.75	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FD SNACK PROGRAM ITEMS	103040-6052 Common Area Supplies	ELAN10062	128.19	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FD SNACK PROGRAM ITEMS	103040-6052 Common Area Supplies	ELAN10062	50.56	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	BREAKROOM SNACKS	101512-6052 Common Area Supplies	ELAN10062	597.63	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT	COFFEE SUPPLIES	109595-6052	ELAN10062	8.65	SEPTEMBER23		00018554	04/25/2024

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	V012768		Common Area Supplies						
MW OH	ELAN CORPORATE PAYMENT V012768	COFFEE SUPPLIES	109595-6052 Common Area Supplies	ELAN10062	20.95	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	COFFEE SUPPLIES	109595-6052 Common Area Supplies	ELAN10062	24.99	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	DEPT. SNACKS	109595-6052 Common Area Supplies	ELAN10062	240.40	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	HIGH FIVE LUNCH	109595-6053 City Events	ELAN10062	113.98	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	BENEFITS FAIR PASSPORT STAMPS	101512-6053 City Events	ELAN10062	15.21	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	OPEN ENROLLMENT FAIR DECOR	101512-6053 City Events	ELAN10062	18.30	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	OPEN ENROLLMENT FAIR DECOR	101512-6053 City Events	ELAN10062	40.93	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	BENEFIT FAIR EMPLOYEE DESSERTS	101512-6053 City Events	ELAN10062	110.38	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	HR SCHOLARSHARE LUNCH &	101512-6053 City Events	ELAN10062	195.62	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	BADGE PINNING INVITATIONS	101515-6053 City Events	ELAN10062	60.63	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CITY HALL	103654-6130 Repair & Maint/Facilities	ELAN10062	19.36	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FLEET VEETER ROOT MACHINE	103654-6130 Repair & Maint/Facilities	ELAN10062	32.64	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CITY YARD	103654-6130 Repair & Maint/Facilities	ELAN10062	76.42	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CITY HALL	103654-6130 Repair & Maint/Facilities	ELAN10062	78.96	SEPTEMBER23		00018554	04/25/2024

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MW OH	ELAN CORPORATE PAYMENT V012768	DOWNTOWN	103654-6130 Repair & Maint/Facilities	ELAN10062	79.59	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CITY HALL	103654-6130 Repair & Maint/Facilities	ELAN10062	230.28	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CITY YARD MAINT SUPPLIES	103654-6130 Repair & Maint/Facilities	ELAN10062	234.66	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	C'S MAINTENANCE SUPPLIES	103654-6130 Repair & Maint/Facilities	ELAN10062	236.20	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CITY HALL	103654-6130 Repair & Maint/Facilities	ELAN10062	248.16	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	C'S MAINTENANCE SUPPLIES	103654-6130 Repair & Maint/Facilities	ELAN10062	257.51	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CITY HALL	103654-6130 Repair & Maint/Facilities	ELAN10062	282.68	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	PD AND CITY HALL	103654-6130 Repair & Maint/Facilities	ELAN10062	115.91	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CLEANING SUPPLIES FOR CH	103654-6130 Repair & Maint/Facilities	ELAN10062	130.30	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	C'S MAINTENANCE SUPPLIES	103654-6130 Repair & Maint/Facilities	ELAN10062	135.60	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	C'S MAINTENANCE SUPPLIES	103654-6130 Repair & Maint/Facilities	ELAN10062	136.45	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	C'S MAINTENANCE SUPPLIES	103654-6130 Repair & Maint/Facilities	ELAN10062	137.61	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CITY HALL AND PD	103654-6130 Repair & Maint/Facilities	ELAN10062	198.30	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	PD	103654-6130 Repair & Maint/Facilities	ELAN10062	89.53	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT	CITY HALL	103654-6130	ELAN10062	90.77	SEPTEMBER23		00018554	04/25/2024

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	V012768		Repair & Maint/Facilities						
MW OH	ELAN CORPORATE PAYMENTS V012768	CITY MAINTENANCE SUPPLIES	103654-6130 Repair & Maint/Facilities	ELAN10062	92.30	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	CITY HALL	103654-6130 Repair & Maint/Facilities	ELAN10062	92.81	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	CITY YARD	103654-6130 Repair & Maint/Facilities	ELAN10062	101.82	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	CITY HALL	103654-6130 Repair & Maint/Facilities	ELAN10062	115.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	STREET DEPARTMENT	103652-6130 Repair & Maint/Facilities	ELAN10062	111.31	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	CITY MAINTENANCE SUPPLIES	103654-6130 Repair & Maint/Facilities	ELAN10062	284.10	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	CITY MAINTENANCE SUPPLIES	103654-6130 Repair & Maint/Facilities	ELAN10062	338.90	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	CITY HALL	103654-6130 Repair & Maint/Facilities	ELAN10062	468.98	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	GETAC REPAIRS	103042-6130 Repair & Maint/Facilities	ELAN10062	989.95	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	MAINTENANCE SUPPLIES	103650-6130 Repair & Maint/Facilities	ELAN10062	39.80	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	MAINTENANCE SUPPLIES	103650-6130 Repair & Maint/Facilities	ELAN10062	487.28	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	CITY YARD MAINT SUPPLIES	101512-6130 Repair & Maint/Facilities	ELAN10062	46.29	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	SIDEWALK REPAIR MATERIALS	103652-6132 Repair & Maintenance/Streets	ELAN10062	27.98	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	SIDEWALK REPAIR MATERIALS	103652-6132 Repair & Maintenance/Streets	ELAN10062	108.76	SEPTEMBER23		00018554	04/25/2024

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MW OH	ELAN CORPORATE PAYMENTS V012768	SMOG CHECK	103654-6134 Vehicle Repair & Maintenance	ELAN10062	45.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	BRAKE LIGHT LAMP FOR PB2	103066-6134 Vehicle Repair & Maintenance	ELAN10062	9.15	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	2 LADDER TUNNEL PARTS	103066-6134 Vehicle Repair & Maintenance	ELAN10062	90.94	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	CAR COVER FOR UTILITY TRUCK	103066-6134 Vehicle Repair & Maintenance	ELAN10062	161.49	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	TINT ON B-1 AND UTILITY	103066-6134 Vehicle Repair & Maintenance	ELAN10062	350.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	TINT ON PATROL AND UTILITY	103066-6134 Vehicle Repair & Maintenance	ELAN10062	720.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	KAM 1500 WINDOW TINTING	103042-6134 / 50014-6134 Vehicle Repair & Maintenance	ELAN10062	345.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	HLO TRUCK SUPPLIES	103043-6134 Vehicle Repair & Maintenance	ELAN10062	529.22	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	FLEET SMOG CHECK	103658-6134 Vehicle Repair & Maintenance	ELAN10062	45.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	FLEET SMOG CHECK	103658-6134 Vehicle Repair & Maintenance	ELAN10062	45.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	FLEET SMOG CHECK	103658-6134 Vehicle Repair & Maintenance	ELAN10062	45.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	FLEET SMOG CHECK	103658-6134 Vehicle Repair & Maintenance	ELAN10062	45.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	FLEET SMOG CHECK	103658-6134 Vehicle Repair & Maintenance	ELAN10062	45.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	FLEET SMOG CHECK	103658-6134 Vehicle Repair & Maintenance	ELAN10062	45.00	SEPTEMBER23		00018554	04/25/2024

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	V012768		Vehicle Repair & Maintenance						
MW OH	ELAN CORPORATE PAYMENT V012768	FLEET SMOG CHECK	103658-6134 Vehicle Repair & Maintenance	ELAN10062	45.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FLEET SMOG CHECK	103658-6134 Vehicle Repair & Maintenance	ELAN10062	45.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FLEET SMOG REFUND	103658-6134 Vehicle Repair & Maintenance	ELAN10062	-450.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FLEET SMOG	103658-6134 Vehicle Repair & Maintenance	ELAN10062	450.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	ELECTRICAL PLUGS	103066-6137 Repair Maint/Equipment	ELAN10062	110.92	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CAB RIDE - LEAGUE OF CA CIT	103550-6235 Travel	ELAN10062	76.20	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	UBER - LEAGUE OF CA CIT CONF	103550-6235 Travel	ELAN10062	80.64	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MEAL - DAMIEN AND LUIS ICMA	103550-6235 Travel	ELAN10062	84.82	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MEAL - LEAGE OF CA CITIES	103550-6235 Travel	ELAN10062	121.76	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MEAL - LUIS AND DAMIEN	103550-6235 Travel	ELAN10062	193.85	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	ICMA HOTEL STAY	103550-6235 Travel	ELAN10062	1,326.68	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	UBER - ICMA	103550-6235 Travel	ELAN10062	36.69	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MEAL - ICMA	103550-6235 Travel	ELAN10062	37.04	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CAB RIDE - ICMA 2023	103550-6235 Travel	ELAN10062	41.79	SEPTEMBER23		00018554	04/25/2024

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MW OH	ELAN CORPORATE PAYMENT V012768	NUMBER - LEAGUE OF CA CIT CONF	103550-6235 Travel	ELAN10062	46.14	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MEAL - ICMA	103550-6235 Travel	ELAN10062	57.39	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TRAVEL - 2023 ICMA	103550-6235 Travel	ELAN10062	62.91	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TAB RIDE - LEAGUE OF CA CIT	103550-6235 Travel	ELAN10062	45.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	STAY - LEAGUE OF CA CITIES	103550-6235 Travel	ELAN10062	499.64	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MEAL - ICMA	103550-6235 Travel	ELAN10062	23.40	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MEAL - ICMA	103550-6235 Travel	ELAN10062	25.35	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	NUMBER - LEAGUE OF CA CIT CONF	103550-6235 Travel	ELAN10062	26.19	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	NUMBER - LEAGUE OF CA CIT CONF	103550-6235 Travel	ELAN10062	26.31	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	NUMBER: DOBINE/LEAGUE CONF.	103066-6235 Travel	ELAN10062	7.91	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	NORTHNET HAZMAT TRAINING	103066-6235 Travel	ELAN10062	20.40	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL FOR K9 TRAINING - IRVINE	103041-6235 Travel	ELAN10062	50.56	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	9/4-9/8 K9 TRAINING HOTEL	103041-6235 Travel	ELAN10062	1,034.60	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	9/11-9/15 K9 TRAINING HOTEL	103041-6235 Travel	ELAN10062	1,034.60	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT	FUEL FOR K9 TRAINING - IRVINE	103041-6235	ELAN10062	46.93	SEPTEMBER23		00018554	04/25/2024

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	V012768		Travel						
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL FOR K9 TRAINING - IRVINE	103041-6235 Travel	ELAN10062	49.58	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL FOR K9 TRAINING - IRVINE	103041-6235 Travel	ELAN10062	54.72	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL FOR K9 TRAINING - IRVINE	103041-6235 Travel	ELAN10062	76.36	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL FOR K9 TRAINING - IRVINE	103041-6235 Travel	ELAN10062	87.77	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	K9 MAINT HOTEL - IRVINE	103041-6235 Travel	ELAN10062	207.83	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	COMPUTER CABLE	213041-6137 Repair Maint/Equipment	ELAN10062	11.67	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	BWC SWITCH	213041-6137 Repair Maint/Equipment	ELAN10062	184.86	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	BIENNIAL REPORT PRINTING	103065-6230 Printing & Binding	ELAN10062	489.38	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	NUMBER: DOBINE/LEAGUE CONF.	103065-6235 Travel	ELAN10062	5.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	NUMBER: DOBINE/LEAGUE CONF.	103065-6235 Travel	ELAN10062	7.99	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	NUMBER: DOBINE/LEAGUE CONF.	103065-6235 Travel	ELAN10062	7.99	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TAXI RIDE FOR LEAGUE CONF.	103065-6235 Travel	ELAN10062	56.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	PARKING: DOBINE/LEAGUE CONF.	103065-6235 Travel	ELAN10062	60.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TRAVEL EXPENSES	102531-6235 Travel	ELAN10062	5.00	SEPTEMBER23		00018554	04/25/2024

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MW OH	ELAN CORPORATE PAYMENT V012768	TRAVEL EXPENSES	102531-6235 Travel	ELAN10062	14.96	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TRAVEL EXPENSES	102531-6235 Travel	ELAN10062	17.93	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TRAVEL EXPENSES -A GONZALES	102531-6235 Travel	ELAN10062	743.40	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TRAVEL EXPENSES -F. WHITAKER	102531-6235 Travel	ELAN10062	743.40	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TRAVEL EXPENSES	102531-6235 Travel	ELAN10062	24.98	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TRAVEL EXPENSES	102531-6235 Travel	ELAN10062	26.30	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TRAVEL - MEAL EXPENSES	102531-6235 Travel	ELAN10062	36.17	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TRAVEL - MEAL EXPENSES	102531-6235 Travel	ELAN10062	50.70	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TRAVEL - MEAL EXPENSES	102531-6235 Travel	ELAN10062	93.71	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	WEBSITE FOR TAMALE FESTIVAL	102531-6235 Travel	ELAN10062	240.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TRAVEL EXPENSES	102531-6235 Travel	ELAN10062	18.93	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TRAVEL EXPENSES	102531-6235 Travel	ELAN10062	20.96	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TRAVEL EXPENSES	102531-6235 Travel	ELAN10062	22.99	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TRAVEL EXPENSES	102531-6235 Travel	ELAN10062	23.92	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT	TRAVEL EXPENSES	102531-6235	ELAN10062	23.96	SEPTEMBER23		00018554	04/25/2024

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	V012768		Travel						
MW OH	ELAN CORPORATE PAYMENT V012768	TRAVEL EXPENSES	102531-6235 Travel	ELAN10062	23.97	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TOP WEST CONF PARKING	103040-6235 Travel	ELAN10062	10.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TOP WEST CONF PARKING	103040-6235 Travel	ELAN10062	10.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TOP WEST CONF PARKING	103040-6235 Travel	ELAN10062	10.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	K9 DOG FOOD	103041-6148 K9 Expenses	ELAN10062	75.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	UBER: DOBINE/LEAGUE CONF.	103065-6235 Travel	ELAN10062	6.90	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	UBER: DOBINE/LEAGUE CONF.	103065-6235 Travel	ELAN10062	6.99	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	UBER: DOBINE/LEAGUE CONF.	103065-6235 Travel	ELAN10062	8.37	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	UBER: DOBINE/LEAGUE CONF.	103065-6235 Travel	ELAN10062	9.91	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	UBER: DOBINE/LEAGUE CONF.	103065-6235 Travel	ELAN10062	11.94	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MEAL PURCHASED WHILE AT TRAINING	101515-6235 Travel	ELAN10062	14.64	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	POST TRAINING PARKING FEE	101515-6235 Travel	ELAN10062	40.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TRAVEL EXP - LAMPMAN	102020-6235 Travel	ELAN10062	499.64	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MEAL EXPENSES	102020-6235 Travel	ELAN10062	6.80	SEPTEMBER23		00018554	04/25/2024

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MW OH	ELAN CORPORATE PAYMENT V012768	MEAL EXPENSES	102020-6235 Travel	ELAN10062	9.35	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TRAVEL EXP - LAMPMAN	102020-6235 Travel	ELAN10062	38.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	PARKING EXPENSES	102020-6235 Travel	ELAN10062	58.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MEAL EXPENSES-LAMPMAN	102020-6235 Travel	ELAN10062	244.92	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	ICMA CONFERENCE, AUSTIN, TX	101511-6235 Travel	ELAN10062	14.53	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	ICMA CONFERENCE, AUSTIN, TX	101511-6235 Travel	ELAN10062	16.24	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	DAMIEN, HOTEL PROCESSING FEE	101511-6235 Travel	ELAN10062	17.97	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	ICMA CONFERENCE, AUSTIN, TX	101511-6235 Travel	ELAN10062	28.13	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	ICMA CONFERENCE, AUSTIN, TX	101511-6235 Travel	ELAN10062	34.11	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	ICMA CONFERENCE, AUSTIN, TX	101511-6235 Travel	ELAN10062	35.92	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	ICMA CONFERENCE, AUSTIN, TX	101511-6235 Travel	ELAN10062	6.50	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	ICMA CONFERENCE, AUSTIN, TX	101511-6235 Travel	ELAN10062	6.82	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	ICMA CONFERENCE, AUSTIN, TX	101511-6235 Travel	ELAN10062	10.93	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	ICMA CONFERENCE, AUSTIN, TX	101511-6235 Travel	ELAN10062	10.94	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT	ICMA CONFERENCE, AUSTIN, TX	101511-6235	ELAN10062	12.83	SEPTEMBER23		00018554	04/25/2024

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	V012768		Travel						
MW OH	ELAN CORPORATE PAYMENT V012768	UBER FROM LEAGUE CONF	101511-6235 Travel	ELAN10062	12.85	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	ICMA CONFERENCE, AUSTIN, TX	101511-6235 Travel	ELAN10062	-3.10	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	ICMA CONFERENCE, AUSTIN, TX	101511-6235 Travel	ELAN10062	2.85	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	ICMA CONFERENCE, AUSTIN, TX	101511-6235 Travel	ELAN10062	3.10	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	UBER FROM LEAGUE CONF	101511-6235 Travel	ELAN10062	5.37	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	ICMA CONFERENCE, AUSTIN, TX	101511-6235 Travel	ELAN10062	5.50	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	ICMA CONFERENCE, AUSTIN, TX	101511-6235 Travel	ELAN10062	5.50	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	UBER AT LEAGUE CONF	101511-6235 Travel	ELAN10062	24.91	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	UBER FROM LEAGUE CONF	101511-6235 Travel	ELAN10062	33.28	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	AIRPORT PARKING LEAGUE CONF	101511-6235 Travel	ELAN10062	56.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	HOTEL FROM LEAGUE CONF	101511-6235 Travel	ELAN10062	499.64	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	ICMA CONFERENCE, AUSTIN, TX	101511-6235 Travel	ELAN10062	-5.50	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	ICMA CONFERENCE, AUSTIN, TX	101511-6235 Travel	ELAN10062	-5.50	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	UBER TIP FROM LEAGUE CONF	101511-6235 Travel	ELAN10062	3.73	SEPTEMBER23		00018554	04/25/2024

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MW OH	ELAN CORPORATE PAYMENT V012768	ICMA CONFERENCE, AUSTIN, TX	101511-6235 Travel	ELAN10062	5.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	NUMBER FROM LEAGUE CONF	101511-6235 Travel	ELAN10062	6.95	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	WATER-ICMA CONFERENCE	101511-6235 Travel	ELAN10062	11.16	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	K9 TRAINING FUEL - IRVINE	103658-6235 Travel	ELAN10062	70.61	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	K9 TRAINING FUEL - IRVINE	103658-6235 Travel	ELAN10062	70.65	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	K9 TRAINING FUEL - IRVINE	103658-6235 Travel	ELAN10062	74.13	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	LODGING FOR LEAGUE OF CITIES	104070-6235 Travel	ELAN10062	499.64	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TRAVEL FOR LEAGUE OF CITIES	104070-6235 Travel	ELAN10062	4.98	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TRAVEL FOR LEAGUE OF CITIES	104070-6235 Travel	ELAN10062	5.47	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MEAL EXPENSE FOR LEAGUE OF CITIES	104070-6235 Travel	ELAN10062	7.01	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MEAL EXPENSE FOR LEAGUE OF CITIES	104070-6235 Travel	ELAN10062	13.03	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MEAL EXPENSE FOR LEAGUE OF CITIES	104070-6235 Travel	ELAN10062	15.37	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TRAVEL FOR LEAGUE OF CITIES	104070-6235 Travel	ELAN10062	24.93	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TRAVEL FOR LEAGUE OF CITIES	104070-6235 Travel	ELAN10062	27.35	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT	MEETING SUPPLIES	109595-6245	ELAN10062	27.22	SEPTEMBER23		00018554	04/25/2024

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	V012768		Meetings & Conferences						
MW OH	ELAN CORPORATE PAYMENTS V012768	REFRESHMENTS CS STAFF	109595-6245 Meetings & Conferences	ELAN10062	37.85	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	BROWN BAG	109595-6245 Meetings & Conferences	ELAN10062	75.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	LUNCH FOR INTERVIEW PANEL	109595-6245 Meetings & Conferences	ELAN10062	89.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	REFRESHMENTS FOR MANAGEMENT	109595-6245 Meetings & Conferences	ELAN10062	89.75	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	MEETING FOR TILE REPLACEMENT	109595-6245 Meetings & Conferences	ELAN10062	104.71	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	NOCCC MEETING IN BREA, CA	109595-6245 Meetings & Conferences	ELAN10062	280.04	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	BROWN BAG LUNCH	109595-6245 Meetings & Conferences	ELAN10062	463.17	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	ICMA CONFERENCE, AUSTIN, TX	101511-6235 Travel	ELAN10062	42.79	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	ICMA CONFERENCE, AUSTIN, TX	101511-6235 Travel	ELAN10062	56.43	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	ICMA CONFERENCE, AUSTIN, TX	101511-6235 Travel	ELAN10062	57.51	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	DAMIEN, ICMA CONFERENCE	101511-6235 Travel	ELAN10062	612.96	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	ICMA CONFERENCE, AUSTIN, TX	101511-6235 Travel	ELAN10062	1,253.15	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	CLEANING FEE FOR ICSC BOOTH	109595-6099 Professional Services	ELAN10062	120.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	NSPA MEETING SUPPLIES	784070-6245 Meetings & Conferences	ELAN10062	31.38	SEPTEMBER23		00018554	04/25/2024

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MW OH	ELAN CORPORATE PAYMENTS V012768	NSPA MEETING SUPPLIES	784070-6245 Meetings & Conferences	ELAN10062	123.88	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	COFFEE FOR NORTH SPA MEETING	104071-6245 Meetings & Conferences	ELAN10062	45.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	BUSINESS MEETING W/MAYOR	101511-6245 Meetings & Conferences	ELAN10062	55.85	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	BUSINESS MEETING W/KEN DOMER	101511-6245 Meetings & Conferences	ELAN10062	56.46	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	INSURANCE FOR ICSC BOOTH	101511-6245 Meetings & Conferences	ELAN10062	118.45	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	CONFERENCE REGISTRATION-	101511-6245 Meetings & Conferences	ELAN10062	865.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	COUNCIL DINNER-DAMIEN ARRULA	101001-6245 Meetings & Conferences	ELAN10062	10.75	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	STATE OF THE CITY SUPPLIES	101001-6245 Meetings & Conferences	ELAN10062	20.65	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	STATE OF THE CITY SUPPLIES	101001-6245 Meetings & Conferences	ELAN10062	32.53	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	COUNCIL, MGMNT, STAFF DINNERS	101001-6245 Meetings & Conferences	ELAN10062	34.70	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	COUNCIL, MGNT, STAFF DINNERS	101001-6245 Meetings & Conferences	ELAN10062	93.36	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	STATE OF THE CITY SUPPLIES	101001-6245 Meetings & Conferences	ELAN10062	99.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	REGISTRATION-STATE OF THE CITY	101001-6245 Meetings & Conferences	ELAN10062	100.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	COUNCIL, MGNT, STAFF DINNERS	101001-6245 Meetings & Conferences	ELAN10062	101.34	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS	COUNCIL, MGNT, STAFF DINNERS	101001-6245	ELAN10062	105.19	SEPTEMBER23		00018554	04/25/2024

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	V012768		Meetings & Conferences						
MW OH	ELAN CORPORATE PAYMENTS V012768	STATE OF THE CITY SUPPLIES	101001-6245 Meetings & Conferences	ELAN10062	113.01	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	COUNCIL, MGMNT, STAFF DINNERS	101001-6245 Meetings & Conferences	ELAN10062	254.81	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	COUNCIL, MGMNT, STAFF DINNERS	101001-6245 Meetings & Conferences	ELAN10062	387.70	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	WORKING DINNER MEETING	104071-6245 Meetings & Conferences	ELAN10062	56.82	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	LUNCH MEETING WITH DAMIEN	104071-6245 Meetings & Conferences	ELAN10062	142.24	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	LUNCH MEETING WITH DAMIEN	104071-6245 Meetings & Conferences	ELAN10062	110.13	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	LUNCH MEETING WITH DAMIEN	104071-6245 Meetings & Conferences	ELAN10062	127.10	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	HR RETREAT REFRESHMENTS	101512-6245 Meetings & Conferences	ELAN10062	17.99	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	CCSFMO REG- GRIGGS	102020-6245 Meetings & Conferences	ELAN10062	45.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	CSFMO REG - LAMPMAN	102020-6245 Meetings & Conferences	ELAN10062	90.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	LUNCH MEETING MEALS	103040-6245 Meetings & Conferences	ELAN10062	49.05	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	PD MEETING MEALS	103040-6245 Meetings & Conferences	ELAN10062	68.02	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	9/13 ROTARY CLUB MTG MEAL	103040-6245 Meetings & Conferences	ELAN10062	26.02	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	STRATEGIC PLAN MTG MEALS	103040-6245 Meetings & Conferences	ELAN10062	77.00	SEPTEMBER23		00018554	04/25/2024

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MW OH	ELAN CORPORATE PAYMENTS V012768	STATE OF THE CITY REG	103040-6245 Meetings & Conferences	ELAN10062	275.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	MEAL EXPENSES	102531-6245 Meetings & Conferences	ELAN10062	57.73	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	LUNCH STAFF MEETING WITH DSD	102531-6245 Meetings & Conferences	ELAN10062	277.57	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	TESLEY WHITTAKER-REGISTRATION	102531-6245 Meetings & Conferences	ELAN10062	550.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	BUSINESS MEETING	101511-6245 Meetings & Conferences	ELAN10062	32.35	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	OC GANG CONFERENCE REG	103042-6245 Meetings & Conferences	ELAN10062	276.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	CHIEF CLASSES: ROESTI	103066-6245 Meetings & Conferences	ELAN10062	600.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	RED HELMET - REG	103066-6245 Meetings & Conferences	ELAN10062	700.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	TUB MANAGER PANEL LUNCH	103550-6245 Meetings & Conferences	ELAN10062	65.69	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	CEAOC - REG	103650-6245 Meetings & Conferences	ELAN10062	50.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	PURCHASE OF TICKET FOR R GARCI	103650-6245 Meetings & Conferences	ELAN10062	75.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	PURCHASE OF TICKET FOR C TANIO	103551-6245 Meetings & Conferences	ELAN10062	50.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	LUNCH: DOBINE, WANKE	103065-6245 Meetings & Conferences	ELAN10062	45.90	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	DINNER: WEINERT, HORNER, ADAMS	103065-6245 Meetings & Conferences	ELAN10062	46.96	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS	LUNCH: DOBINE, MILLER, WEINERT	103065-6245	ELAN10062	66.58	SEPTEMBER23		00018554	04/25/2024

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	V012768		Meetings & Conferences						
MW OH	ELAN CORPORATE PAYMENT V012768	FORCIBLE ENTRY PROP MATERIALS	103066-6250 Staff Training	ELAN10062	875.85	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL FOR K9 TRAINING - IRVINE	103042-6250 Staff Training	ELAN10062	65.13	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FD TRAINING - HEINZEL	103042-6250 Staff Training	ELAN10062	160.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FD TRAINING - HEINZEL	103042-6250 Staff Training	ELAN10062	300.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL FOR K9 TRAINING - IRVINE	103041-6250 Staff Training	ELAN10062	92.07	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	K9 TRAINING HOTEL - IRVINE	103041-6250 Staff Training	ELAN10062	827.68	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	9/18-9/22 K9 TRAINING HOTEL	103041-6250 Staff Training	ELAN10062	1,034.60	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL FOR K9 TRAINING - IRVINE	103041-6250 Staff Training	ELAN10062	36.64	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL FOR K9 TRAINING - IRVINE	103041-6250 Staff Training	ELAN10062	39.69	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL FOR K9 TRAINING - IRVINE	103041-6250 Staff Training	ELAN10062	52.93	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL FOR K9 TRAINING - IRVINE	103041-6250 Staff Training	ELAN10062	64.76	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL FOR K9 TRAINING - IRVINE	103041-6250 Staff Training	ELAN10062	75.69	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL FOR K9 TRAINING - IRVINE	103041-6250 Staff Training	ELAN10062	84.28	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL FOR K9 TRAINING - IRVINE	103041-6250 Staff Training	ELAN10062	2.36	SEPTEMBER23		00018554	04/25/2024

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MW OH	ELAN CORPORATE PAYMENTS V012768	HEAVY BOSS TRAINING: SMITH	103066-6250 Staff Training	ELAN10062	292.13	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	PUBLIC SAFETY PEER SUPP - MEMB	103040-6250 / 233004-6250 Staff Training	ELAN10062	50.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	FD PEER SUPPORT TRAINING REG	103040-6250 / 233004-6250 Staff Training	ELAN10062	1,880.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	POST TRAINING COURSE	101515-6250 Staff Training	ELAN10062	228.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	POST TRAINING COURSE	101515-6250 Staff Training	ELAN10062	280.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	POST TRAINING COURSE	101515-6250 Staff Training	ELAN10062	347.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	GOVERNMENT FIN REG -LAMPMAN	102020-6250 Staff Training	ELAN10062	85.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	GOVERNMENT FINANCE	102020-6250 Staff Training	ELAN10062	135.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	FOA TRAINING / BOOK	102020-6250 Staff Training	ELAN10062	393.63	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	TAX SEMINAR REG- GRIGGS	102020-6250 Staff Training	ELAN10062	495.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	SOCIAL MEDIA TRAINING	101512-6250 Staff Training	ELAN10062	9.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	HR TRAININGS FOR HR CLERK	101512-6250 Staff Training	ELAN10062	420.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	GOVERNMENT FIN REG - J.LAMPMAN	102020-6255 Dues & Memberships	ELAN10062	575.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	LESLEY WHITTAKER-MEMBERSHIP	102531-6255 Dues & Memberships	ELAN10062	337.50	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS	MEMBERSHIP FOR WLG: ADAMS	103065-6255	ELAN10062	51.85	SEPTEMBER23		00018554	04/25/2024

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	V012768		Dues & Memberships						
MW OH	ELAN CORPORATE PAYMENT V012768	CTEC REG - K. TAO	103590-6255 Dues & Memberships	ELAN10062	20.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FLEET DOT PAYMENT	103658-6257 Licenses & Permits	ELAN10062	199.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TAMALE FESTIVAL WEBSITE	581573-6290 Dept. Contract Services	ELAN10062	7.99	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CREDIT - SUSBSR REFUNDED	581573-6290 Dept. Contract Services	ELAN10062	-155.56	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MOVIE SUBSCRIPTION	104071-6299 Other Purchased Services	ELAN10062	109.99	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	OFFICE SUPPLIES	101511-6315 Office Supplies	ELAN10062	-21.74	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	OFFICE SUPPLIES	101511-6315 Office Supplies	ELAN10062	14.34	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	OFFICE SUPPLIES	101511-6315 Office Supplies	ELAN10062	17.17	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	OFFICE SUPPLIES	101511-6315 Office Supplies	ELAN10062	21.55	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	OFFICE SUPPLIES	101511-6315 Office Supplies	ELAN10062	21.74	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	OFFICE SUPPLIES	101511-6315 Office Supplies	ELAN10062	30.44	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	ELECTED OFFICIALS PHOTOS	109595-6301 Special Department Expenses	ELAN10062	1,040.79	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	LUNCH-IN FOR HIGH FIVE AWARD.	109595-6310 Street Signs	ELAN10062	447.48	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	REPLACE COUNCIL PHOTO	101001-6301 Special Department Expenses	ELAN10062	4.88	SEPTEMBER23		00018554	04/25/2024

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MW OH	ELAN CORPORATE PAYMENTS V012768	MAYOR'S PHOTO FRAME UPDATED	101001-6301 Special Department Expenses	ELAN10062	73.27	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	CONDOLENCES CARD FOR C. LEW	101511-6301 Special Department Expenses	ELAN10062	6.45	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	THANK YOU EDIBLE ARRANGEMENT	101511-6301 Special Department Expenses	ELAN10062	94.99	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	8/27-9/26 PD MAPPING SVS	103042-6290 Dept. Contract Services	ELAN10062	95.99	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	9/20-10/19 MAPPING SVS	103042-6290 Dept. Contract Services	ELAN10062	15.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	TRAINING AND OFFICE SUPPLIES	101515-6315 Office Supplies	ELAN10062	175.64	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	OFFICE SUPPLIES	101511-6315 Office Supplies	ELAN10062	53.85	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	CREDIT FOR HR SUPPLIES - PENS	101512-6315 Office Supplies	ELAN10062	-22.78	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	HR SUPPLIES	101512-6315 Office Supplies	ELAN10062	10.21	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	HR SUPPLIES - TISSUES	101512-6315 Office Supplies	ELAN10062	19.89	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	HR SUPPLIES	101512-6315 Office Supplies	ELAN10062	35.44	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	HR SUPPLIES - YELLOW PAPER	101512-6315 Office Supplies	ELAN10062	52.92	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	HR SUPPLIES	101512-6315 Office Supplies	ELAN10062	74.72	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	OFFICE SUPPLIES	103040-6315 Office Supplies	ELAN10062	17.32	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS	BINDERS	103040-6315	ELAN10062	86.18	SEPTEMBER23		00018554	04/25/2024

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	V012768		Office Supplies						
MW OH	ELAN CORPORATE PAYMENT	OFFICE SUPPLIES	103040-6315	ELAN10062	59.66	SEPTEMBER23		00018554	04/25/2024
	V012768		Office Supplies						
MW OH	ELAN CORPORATE PAYMENT	PRIVACY SCREEN FILTERS	103040-6315	ELAN10062	570.85	SEPTEMBER23		00018554	04/25/2024
	V012768		Office Supplies						
MW OH	ELAN CORPORATE PAYMENT	OFFICE SUPPLIES FILES	101534-6315	ELAN10062	28.92	SEPTEMBER23		00018554	04/25/2024
	V012768		Office Supplies						
MW OH	ELAN CORPORATE PAYMENT	OFFICE SUPPLIES	102020-6315	ELAN10062	0.00	SEPTEMBER23		00018554	04/25/2024
	V012768		Office Supplies						
MW OH	ELAN CORPORATE PAYMENT	CITY CLERK SUPPLIES	101513-6315	ELAN10062	299.96	SEPTEMBER23		00018554	04/25/2024
	V012768		Office Supplies						
MW OH	ELAN CORPORATE PAYMENT	EXTERNAL DRIVE & WHITEBOARD	103042-6315	ELAN10062	282.27	SEPTEMBER23		00018554	04/25/2024
	V012768		Office Supplies						
MW OH	ELAN CORPORATE PAYMENT	USB THUMBDRIVES	103043-6315	ELAN10062	184.86	SEPTEMBER23		00018554	04/25/2024
	V012768		Office Supplies						
MW OH	ELAN CORPORATE PAYMENT	OFFICE SUPPLIES FOR ADMIN	103065-6315	ELAN10062	10.02	SEPTEMBER23		00018554	04/25/2024
	V012768		Office Supplies						
MW OH	ELAN CORPORATE PAYMENT	OFFICE SUPPLIES FOR ADMIN	103065-6315	ELAN10062	10.68	SEPTEMBER23		00018554	04/25/2024
	V012768		Office Supplies						
MW OH	ELAN CORPORATE PAYMENT	CAUCUS ROOM	103654-6315	ELAN10062	15.06	SEPTEMBER23		00018554	04/25/2024
	V012768		Office Supplies						
MW OH	ELAN CORPORATE PAYMENT	COVER FOLDERS FOR COUNCIL MTG	104070-6315	ELAN10062	79.16	SEPTEMBER23		00018554	04/25/2024
	V012768		Office Supplies						
MW OH	ELAN CORPORATE PAYMENT	DC BUSINESS JURNAL - SUBSC	102020-6320	ELAN10062	50.00	SEPTEMBER23		00018554	04/25/2024
	V012768		Books & Periodicals						
MW OH	ELAN CORPORATE PAYMENT	SHIPPING CHARGES	103040-6325	ELAN10062	42.41	SEPTEMBER23		00018554	04/25/2024
	V012768		Postage						
MW OH	ELAN CORPORATE PAYMENT	SHIPPING CHARGES	103040-6325	ELAN10062	55.27	SEPTEMBER23		00018554	04/25/2024
	V012768		Postage						

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MW OH	ELAN CORPORATE PAYMENT V012768	TAX & SHIPPING CHARGES	103043-6325 Postage	ELAN10062	56.90	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	K9 TRAINING FUEL - IRVINE	103658-6345 Gasoline & Diesel Fuel	ELAN10062	40.48	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL FOR SURVEILLANCE CASE	103658-6345 Gasoline & Diesel Fuel	ELAN10062	98.36	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN10062	118.17	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN10062	127.07	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL FOR MOTORCYCLE	103658-6345 Gasoline & Diesel Fuel	ELAN10062	30.41	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN10062	40.03	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN10062	89.70	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN10062	100.44	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN10062	103.71	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN10062	103.97	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CHIEF DOBINE/WEINER ERGO CHAIR	01512-6355 Small Furniture & Fixture	ELAN10062	2,480.71	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CARBIDE HAMMERDRILL BIT	104071-6350 Small Tools/Equipment	ELAN10062	19.15	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	SAW AND STAND	103066-6350 Small Tools/Equipment	ELAN10062	771.17	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT	ROESTI UNIFORM SHIRT	103066-6360	ELAN10062	48.94	SEPTEMBER23		00018554	04/25/2024

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	V012768		Uniforms						
MW OH	ELAN CORPORATE PAYMENTS V012768	SHIRT FOR CRR	103067-6360 Uniforms	ELAN10062	115.89	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	SHIRT WITH CITY LOGO	102533-6360 Uniforms	ELAN10062	19.71	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	NAME BADGE FOR CHIEF DOBINE	102533-6360 Uniforms	ELAN10062	26.70	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	UNIFORMS FOR EADY AND	102533-6360 Uniforms	ELAN10062	145.45	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	UNIFORMS FOR JOHNSON	102533-6360 Uniforms	ELAN10062	269.18	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	UNIFORMS FOR JOHNSON	102533-6360 Uniforms	ELAN10062	270.95	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	SAMPLE SHIRTS+SETUP	109595-6360 Uniforms	ELAN10062	189.24	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	WEB CAM AND BLUETOOTH	101515-6364 Computer Hardware	ELAN10062	73.78	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	EXTERNAL CD DRIVE AND	101515-6364 Computer Hardware	ELAN10062	80.02	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	SCANNER FOR RECORDS	103043-6364 Computer Hardware	ELAN10062	456.74	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	COUNTER KEYBOARD / STAND	102020-6364 Computer Hardware	ELAN10062	84.47	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	MONDAY.COM SUBSCRIPTION	103550-6365 Computer Software	ELAN10062	200.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	CREDIT	104071-6399 Other Supplies	ELAN10062	-108.73	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	DEPARTMENT SUPPLIES	104071-6399 Other Supplies	ELAN10062	10.86	SEPTEMBER23		00018554	04/25/2024

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MW OH	ELAN CORPORATE PAYMENTS V012768	DEPARTMENT SUPPLIES	104071-6399 Other Supplies	ELAN10062	27.99	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	DEPARTMENT SUPPLIES	104071-6399 Other Supplies	ELAN10062	65.17	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	DEPARTMENT SUPPLIES	104071-6399 Other Supplies	ELAN10062	69.48	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	PRINTER & PHOTO FRAMES	104071-6399 Other Supplies	ELAN10062	380.55	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	Round tables P.A.R.K.'s progr	104071-6399 Other Supplies	ELAN10062	429.92	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	Refrigerator -P.A.R.K.'s progr	104071-6399 Other Supplies	ELAN10062	483.80	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	REPLACEMENT COIN BOX	101515-6399 Other Supplies	ELAN10062	17.47	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	RIBBON FOR CHALLENGE COIN BOX	101515-6399 Other Supplies	ELAN10062	23.93	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	CHALLENGE COIN BOXES FOR DEPT	101515-6399 Other Supplies	ELAN10062	28.22	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	ADDITIONAL CHALLENGE COIN BOX	101515-6399 Other Supplies	ELAN10062	163.08	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	PLANTING MATERIAL	103655-6399 Other Supplies	ELAN10062	119.24	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	SUREFIRE BATTERIES	103041-6399 Other Supplies	ELAN10062	390.58	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	DUPLICATE KEYS	103043-6399 Other Supplies	ELAN10062	9.70	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	EVIDENCE TUBES	103043-6399 Other Supplies	ELAN10062	31.32	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS	EVIDENCE TUBES	103043-6399	ELAN10062	160.00	SEPTEMBER23		00018554	04/25/2024

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	V012768		Other Supplies						
MW OH	ELAN CORPORATE PAYMENTS	REPLENISH BATTERIES	103043-6399	ELAN10062	293.08	SEPTEMBER23		00018554	04/25/2024
	V012768		Other Supplies						
MW OH	ELAN CORPORATE PAYMENTS	DNA SWABS & SYRINGE TUBES	103043-6399	ELAN10062	720.00	SEPTEMBER23		00018554	04/25/2024
	V012768		Other Supplies						
MW OH	ELAN CORPORATE PAYMENTS	FACILITIES SUPPLIES	103654-6399	ELAN10062	35.12	SEPTEMBER23		00018554	04/25/2024
	V012768		Other Supplies						
MW OH	ELAN CORPORATE PAYMENTS	FACILITIES SUPPLIES	103654-6399	ELAN10062	41.44	SEPTEMBER23		00018554	04/25/2024
	V012768		Other Supplies						
MW OH	ELAN CORPORATE PAYMENTS	CLEANING SUPPLIES FOR CH	103654-6399	ELAN10062	58.19	SEPTEMBER23		00018554	04/25/2024
	V012768		Other Supplies						
MW OH	ELAN CORPORATE PAYMENTS	MOSQUITO TRAPS	103654-6399	ELAN10062	101.10	SEPTEMBER23		00018554	04/25/2024
	V012768		Other Supplies						
MW OH	ELAN CORPORATE PAYMENTS	GRAFFITI REMOVER	103654-6399	ELAN10062	217.00	SEPTEMBER23		00018554	04/25/2024
	V012768		Other Supplies						
MW OH	ELAN CORPORATE PAYMENTS	FACILITIES SUPPLIES	103654-6399	ELAN10062	33.90	SEPTEMBER23		00018554	04/25/2024
	V012768		Other Supplies						
MW OH	ELAN CORPORATE PAYMENTS	GRAFFITI	103652-6399	ELAN10062	205.63	SEPTEMBER23		00018554	04/25/2024
	V012768		Other Supplies						
MW OH	ELAN CORPORATE PAYMENTS	SAND BAGS & SAND	103652-6399	ELAN10062	610.72	SEPTEMBER23		00018554	04/25/2024
	V012768		Other Supplies						
MW OH	ELAN CORPORATE PAYMENTS	BLINDS FOR CONF ROOM DOOR	103040-6399	ELAN10062	449.84	SEPTEMBER23		00018554	04/25/2024
	V012768		Other Supplies						
MW OH	ELAN CORPORATE PAYMENTS	BATTERIES	103040-6399	ELAN10062	11.42	SEPTEMBER23		00018554	04/25/2024
	V012768		Other Supplies						
MW OH	ELAN CORPORATE PAYMENTS	ELECTRICAL OUTLETS FOR ICSC CO	109595-6399	ELAN10062	240.03	SEPTEMBER23		00018554	04/25/2024
	V012768		Other Supplies						
MW OH	ELAN CORPORATE PAYMENTS	FACILITIES SUPPLIES	109595-6399	ELAN10062	45.77	SEPTEMBER23		00018554	04/25/2024
	V012768		Other Supplies						

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MW OH	ELAN CORPORATE PAYMENTS V012768	Other Supplies	109595-6399 / 239501-6399 Other Supplies	ELAN10062	500.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	HIGH FIVE AWARDS-BROWN BAG	109595-6399 Other Supplies	ELAN10062	777.87	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	CARABINERS	103066-6399 Other Supplies	ELAN10062	60.90	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	COPE	103066-6399 Other Supplies	ELAN10062	365.40	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	TROPS FOR FILMING PSA	103065-6399 Other Supplies	ELAN10062	26.91	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	SENIOR CENTER SUPPLIES	104079-6401 Community Programs	ELAN10062	180.18	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	SENIOR CENTER SUPPLIES	104079-6401 Community Programs	ELAN10062	332.18	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	SENIOR CENTER SUPPLIES	104079-6401 Community Programs	ELAN10062	40.96	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	SENIOR CENTER SUPPLIES	104079-6401 Community Programs	ELAN10062	41.58	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	SENIOR CENTER SUPPLIES	104079-6401 Community Programs	ELAN10062	49.86	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	SENIOR CENTER SUPPLIES	104079-6401 Community Programs	ELAN10062	77.76	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	SENIOR CENTER SUPPLIES	104079-6401 Community Programs	ELAN10062	120.59	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	SENIOR CENTER SUPPLIES	104079-6401 Community Programs	ELAN10062	176.07	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	SENIOR CENTER SUPPLIES	104079-6401 Community Programs	ELAN10062	23.90	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS	SENIOR CENTER SUPPLIES	104079-6401	ELAN10062	25.00	SEPTEMBER23		00018554	04/25/2024

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	V012768		Community Programs						
MW OH	ELAN CORPORATE PAYMENTS V012768	SENIOR CENTER SUPPLIES	104079-6401 Community Programs	ELAN10062	31.61	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	FOR PC MEETING MINUTES	101511-6401 Community Programs	ELAN10062	240.00	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	FRAME SIGN	104071-6401 Community Programs	ELAN10062	162.95	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	RECREATION PROGRAM SUPPLIES	104071-6401 Community Programs	ELAN10062	193.24	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	RECREATION SUPPLIES	104071-6401 Community Programs	ELAN10062	325.40	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	EQUIPMENT FOR CATHY TORREZ	104071-6401 Community Programs	ELAN10062	947.66	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	PRINTER CORD FOR NS	104071-6401 Community Programs	ELAN10062	10.74	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	SUPPLIES FOR CS PROG	104071-6401 Community Programs	ELAN10062	21.53	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	RECREATION PROGRAM SUPPLIES	104071-6401 Community Programs	ELAN10062	40.78	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	RECREATION SUPPLIES	104071-6401 Community Programs	ELAN10062	59.10	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	VACUUM	104071-6401 Community Programs	ELAN10062	118.50	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	LET'S DANCE SUPPLIES	104071-6401 Community Programs	ELAN10062	163.11	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	TINY TOTS SUPPLIES	104071-6401 / 22401-6301 Community Programs	ELAN10062	216.58	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	LET'S DANCE SUPPLIES	104071-6401 Community Programs	ELAN10062	265.68	SEPTEMBER23		00018554	04/25/2024

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MW OH	ELAN CORPORATE PAYMENTS V012768	NET'S DANCE DINNER	104071-6401 Community Programs	ELAN10062	294.93	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	SPECIAL EVENT SUPPLIES	104071-6401 Community Programs	ELAN10062	511.39	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	EQUIPMENT FOR CATHY TORREZ	104071-6401 Community Programs	ELAN10062	651.58	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	HERITAGE - VIP AREA	104078-6401 Community Programs	ELAN10062	5.60	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	HERITAGE - VIP AREA	104078-6401 Community Programs	ELAN10062	184.80	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	LUNCH PROVIDED TO STAFF	104078-6401 Community Programs	ELAN10062	353.98	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	HERITAGE FESTIVAL SUPPLIES	104078-6401 Community Programs	ELAN10062	520.98	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	HERITAGE FESTIVAL SUPPLIES	104078-6401 Community Programs	ELAN10062	21.39	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	PRIZE WHEEL	104078-6401 Community Programs	ELAN10062	72.03	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	MARKING PAINT HERITAGE	104078-6401 Community Programs	ELAN10062	81.51	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	MARKING PAINT HERITAGE	104078-6401 Community Programs	ELAN10062	103.57	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	MARKING PAINT HERITAGE	104078-6401 Community Programs	ELAN10062	107.64	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	HERITAGE FESTIVAL SUPPLIES	104078-6401 Community Programs	ELAN10062	120.59	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	KRAEMER PARK	103654-6401 Community Programs	ELAN10062	329.24	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENTS	9/6 ROTARY CLUB MEETING MEAL	103040-6401	ELAN10062	25.15	SEPTEMBER23		00018554	04/25/2024

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	V012768		Community Programs						
MW OH	ELAN CORPORATE PAYMENT V012768	9/27 ROTARY MEETING MEAL	103040-6401 Community Programs	ELAN10062	26.41	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TRUNK OR TREAT DECCO	103040-6401 Community Programs	ELAN10062	32.60	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FLOWERS FOR VETERANS DAY	103040-6401 Community Programs	ELAN10062	215.50	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	HALLOWEEN CANDY	103040-6401 Community Programs	ELAN10062	451.32	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MALE FEST SUPPLIES	104073-6401 Community Programs	ELAN10062	31.52	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MOVIES IN THE PARK ICE	104071-6401 Community Programs	ELAN10062	11.16	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TINY TOTS SUPPLIES	104071-6401 / 22401-6401 Community Programs	ELAN10062	74.44	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TINY TOTS SUPPLIES	104071-6401 / 22401-6401 Community Programs	ELAN10062	105.34	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	PRINTER INK SR. CENTER	104071-6401 Community Programs	ELAN10062	122.65	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	COUNTER REGISTERS	102020-6845 Office Equipment	ELAN10062	203.14	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MAINT OFFICE SUPPLIES	104076-6855 Furniture & Fixtures	ELAN10062	422.38	SEPTEMBER23		00018554	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	STANDING DESK CONVERTER	103040-6855 Furniture & Fixtures	ELAN10062	141.36	SEPTEMBER23		00018554	04/25/2024
<b>Check Total:</b>					<b>69,688.21</b>				
MW OH	ELAN CORPORATE PAYMENT V012768	MOVING SUPPLIES	103043-6850 Building & Facilities	ELAN01052	1,204.93	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT	STORAGE BOXES	105213-6850	ELAN01052	163.08	DECEMBER23		00018555	04/25/2024

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	V012768		Building & Facilities						
MW OH	ELAN CORPORATE PAYMENT V012768	MAINTENANCE SUPPLIES	675308-6850 / 675308-6850 Building & Facilities	ELAN01052	134.02	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TINY TOTS CHRISTMAS EVENT	104071-6401 / 22401-6401 Community Programs	ELAN01052	229.66	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	LET'S DANCE DINNER	104071-6401 Community Programs	ELAN01052	445.63	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TINY TOTS CHRISTMAS EVENT	104071-6401 / 22401-6401 Community Programs	ELAN01052	54.44	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TINY TOTS CHRISTMAS EVENT	104071-6401 / 22401-6401 Community Programs	ELAN01052	78.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	F.A.R.K.'S HOLIDAY PARTY. FOOD	104071-6401 Community Programs	ELAN01052	84.69	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TREE LIGHTING EVENT SUPPLIES	104071-6401 Community Programs	ELAN01052	163.54	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TINY TOTS SUPPLIES	104071-6401 / 22401-6401 Community Programs	ELAN01052	172.54	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TINY TOTS SUPPLIES	104071-6401 / 22401-6401 Community Programs	ELAN01052	180.90	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TINY TOT PRINTING SERVICES	104071-6401 / 22401-6401 Community Programs	ELAN01052	4.34	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TINY TOTS SUPPLIES	104071-6401 / 22401-6401 Community Programs	ELAN01052	13.99	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TINY TOTS SUPPLIES	104071-6401 / 22401-6401 Community Programs	ELAN01052	27.21	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TAMALE FEST SUPPLIES	104075-6401 Community Programs	ELAN01052	12.28	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	SANITIZER TEST STRIPS TAMALE	104075-6401 Community Programs	ELAN01052	22.24	DECEMBER23		00018555	04/25/2024

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MW OH	ELAN CORPORATE PAYMENT V012768	WATER FOR TAMALE FEST	104075-6401 Community Programs	ELAN01052	26.10	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	2/6 ROTARY MTG MEALS	103040-6401 Community Programs	ELAN01052	12.37	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	ICE CREAM FOR ACADEMY	103066-6401 Community Programs	ELAN01052	61.20	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TABLE COVERS- CCB	104072-6401 Community Programs	ELAN01052	21.56	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	WATERS FOR CCB	104072-6401 Community Programs	ELAN01052	39.88	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CCB ITEMS	104072-6401 Community Programs	ELAN01052	42.85	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FOOD SERVING NEEDS-CCB	104072-6401 Community Programs	ELAN01052	43.81	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	STAFF MEALS. NO STAFF BREAKS	104072-6401 Community Programs	ELAN01052	43.98	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CCB ITEMS	104072-6401 Community Programs	ELAN01052	327.24	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	SUPPLIES FOR CCB EVENT	104072-6401 Community Programs	ELAN01052	328.77	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	ICE FOR TAMALE FESTIVAL	104073-6401 Community Programs	ELAN01052	21.50	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TAMALE FESTIVAL SUPPLIES	104073-6401 Community Programs	ELAN01052	30.84	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TAMALE FEST SUPPLIES	104073-6401 Community Programs	ELAN01052	39.07	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TAMALE FEST. TREE SUP.	104073-6401 Community Programs	ELAN01052	41.03	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT	TAMAFE FEST SUPPLIES	104073-6401	ELAN01052	105.51	DECEMBER23		00018555	04/25/2024

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	V012768		Community Programs						
MW OH	ELAN CORPORATE PAYMENT	AMALE FESTIVAL EVENT SUPPLIES	04073-6401	ELAN01052	284.54	DECEMBER23		00018555	04/25/2024
	V012768		Community Programs						
MW OH	ELAN CORPORATE PAYMENT	SENIOR CENTER SUPPLIES	104079-6401	ELAN01052	118.54	DECEMBER23		00018555	04/25/2024
	V012768		Community Programs						
MW OH	ELAN CORPORATE PAYMENT	SENIOR CENTER SUPPLIES	104079-6401	ELAN01052	154.53	DECEMBER23		00018555	04/25/2024
	V012768		Community Programs						
MW OH	ELAN CORPORATE PAYMENT	SENIOR CENTER SUPPLIES	104079-6401	ELAN01052	490.53	DECEMBER23		00018555	04/25/2024
	V012768		Community Programs						
MW OH	ELAN CORPORATE PAYMENT	SENIOR CENTER HOLIDAY LUNCH	104079-6401	ELAN01052	499.58	DECEMBER23		00018555	04/25/2024
	V012768		Community Programs						
MW OH	ELAN CORPORATE PAYMENT	SENIOR CENTER SUPPLIES	104079-6401	ELAN01052	16.30	DECEMBER23		00018555	04/25/2024
	V012768		Community Programs						
MW OH	ELAN CORPORATE PAYMENT	SENIOR CENTER SUPPLIES	104079-6401	ELAN01052	19.99	DECEMBER23		00018555	04/25/2024
	V012768		Community Programs						
MW OH	ELAN CORPORATE PAYMENT	SENIOR CENTER SUPPLIES	104079-6401	ELAN01052	33.98	DECEMBER23		00018555	04/25/2024
	V012768		Community Programs						
MW OH	ELAN CORPORATE PAYMENT	SENIOR CENTER SUPPLIES	104079-6401	ELAN01052	48.45	DECEMBER23		00018555	04/25/2024
	V012768		Community Programs						
MW OH	ELAN CORPORATE PAYMENT	SENIOR CENTER SUPPLIES	104079-6401	ELAN01052	57.97	DECEMBER23		00018555	04/25/2024
	V012768		Community Programs						
MW OH	ELAN CORPORATE PAYMENT	SENIOR CENTER SUPPLIES	104079-6401	ELAN01052	60.97	DECEMBER23		00018555	04/25/2024
	V012768		Community Programs						
MW OH	ELAN CORPORATE PAYMENT	SENIOR CENTER SUPPLIES	104079-6401	ELAN01052	109.45	DECEMBER23		00018555	04/25/2024
	V012768		Community Programs						
MW OH	ELAN CORPORATE PAYMENT	NORTH SPA MEETING SUPPLIES	784070-6399	ELAN01052	35.28	DECEMBER23		00018555	04/25/2024
	V012768		Other Supplies						
MW OH	ELAN CORPORATE PAYMENT	PHOTO FRAMING & MOUNTING	103040-6399	ELAN01052	95.62	DECEMBER23		00018555	04/25/2024
	V012768		Other Supplies						

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MW OH	ELAN CORPORATE PAYMENT V012768	CLEANING SUPPLIES	103040-6399 Other Supplies	ELAN01052	24.45	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FACILITIES SUPPLIES	103654-6399 Other Supplies	ELAN01052	32.61	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	REFUND - MAINT SUPPLIES	104078-6401 Community Programs	ELAN01052	-37.55	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	HOLIDAY PARTY SUPPLIES	109595-6399 / 239501-6399 Other Supplies	ELAN01052	2,141.56	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	HOLIDAY PARTY SUPPLIES	109595-6399 / 239501-6399 Other Supplies	ELAN01052	2,275.95	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	HR SUPPLIES	109595-6399 / 239501-6399 Other Supplies	ELAN01052	20.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	REFUND - HOLIDAY PARTY SUPPLIES	109595-6399 / 239501-6399 Other Supplies	ELAN01052	-2,677.59	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FACILITIES SUPPLIES	109595-6399 Other Supplies	ELAN01052	-14.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FACILITIES SUPPLIES	109595-6399 Other Supplies	ELAN01052	-6.45	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	ICE FOR COOLERS	103066-6399 Other Supplies	ELAN01052	19.40	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	STORAGE TUBS	103066-6399 Other Supplies	ELAN01052	53.83	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FD SUPPLIES	103066-6399 Other Supplies	ELAN01052	63.51	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FIRE DEP MATERIALS/MAINT	103066-6399 Other Supplies	ELAN01052	262.18	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CAR SAFETY HAMMERS	103043-6399 Other Supplies	ELAN01052	46.20	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT	BATTERIES	103043-6399	ELAN01052	200.27	DECEMBER23		00018555	04/25/2024

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	V012768		Other Supplies						
MW OH	ELAN CORPORATE PAYMENTS	HOBBLE RESTRAINTS.	103043-6399	ELAN01052	217.40	DECEMBER23		00018555	04/25/2024
	V012768		Other Supplies						
MW OH	ELAN CORPORATE PAYMENTS	REFUND -ACC PURCH 10.06.23	101512-6399	ELAN01052	-100.00	DECEMBER23		00018555	04/25/2024
	V012768		Other Supplies						
MW OH	ELAN CORPORATE PAYMENTS	DIGITAL SUBSCRIPTION-4 WEEKS	101001-6366	ELAN01052	16.00	DECEMBER23		00018555	04/25/2024
	V012768		Web Based Service/Subscriptions						
MW OH	ELAN CORPORATE PAYMENTS	MUSIC SUBSCRIPTION	104071-6366	ELAN01052	16.99	DECEMBER23		00018555	04/25/2024
	V012768		Web Based Service/Subscriptions						
MW OH	ELAN CORPORATE PAYMENTS	RETURN -CREDIT	104071-6399	ELAN01052	-18.48	DECEMBER23		00018555	04/25/2024
	V012768		Other Supplies						
MW OH	ELAN CORPORATE PAYMENTS	DEPARTMENT SUPPLIES	104071-6399	ELAN01052	-10.86	DECEMBER23		00018555	04/25/2024
	V012768		Other Supplies						
MW OH	ELAN CORPORATE PAYMENTS	P.A.R.K.'S HOLIDAY PARTY HOT C	104071-6399	ELAN01052	32.70	DECEMBER23		00018555	04/25/2024
	V012768		Other Supplies						
MW OH	ELAN CORPORATE PAYMENTS	CLEANING SUPPLIES FOR P.A.R.K.	104071-6399	ELAN01052	112.46	DECEMBER23		00018555	04/25/2024
	V012768		Other Supplies						
MW OH	ELAN CORPORATE PAYMENTS	REFUND- RECOG PINS	101515-6399	ELAN01052	-71.91	DECEMBER23		00018555	04/25/2024
	V012768		Other Supplies						
MW OH	ELAN CORPORATE PAYMENTS	RECOGNITION PINS	101515-6399	ELAN01052	76.90	DECEMBER23		00018555	04/25/2024
	V012768		Other Supplies						
MW OH	ELAN CORPORATE PAYMENTS	RECOGNITION PINS	101515-6399	ELAN01052	116.82	DECEMBER23		00018555	04/25/2024
	V012768		Other Supplies						
MW OH	ELAN CORPORATE PAYMENTS	ADD SUBSCRIPTION FOR KATE P.	103650-6366	ELAN01052	36.15	DECEMBER23		00018555	04/25/2024
	V012768		Web Based Service/Subscriptions						
MW OH	ELAN CORPORATE PAYMENTS	FIRST AID KIT POUCHES	103043-6362	ELAN01052	138.50	DECEMBER23		00018555	04/25/2024
	V012768		Emergency Medical Supplies						
MW OH	ELAN CORPORATE PAYMENTS	WEBSITE DOMAIN	581573-6290 / 22401-6290	ELAN01052	7.99	DECEMBER23		00018555	04/25/2024
	V012768		Dept. Contract Services						

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MW OH	ELAN CORPORATE PAYMENT V012768	FEER SUPPORT SHIRTS	103041-6360 Uniforms	ELAN01052	323.25	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	UNIFORMS FOR CODE	102533-6360 Uniforms	ELAN01052	514.58	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	UNIFORMS FOR DSD STAFF	102531-6360 Uniforms	ELAN01052	0.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	REFUND - UNIFORMS	101515-6360 Uniforms	ELAN01052	-161.92	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	REFUND - UNIFORMS	101515-6360 Uniforms	ELAN01052	-160.83	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	UNIFORMS	101515-6360 Uniforms	ELAN01052	436.42	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	SHIPPING FOR UNIFORM RETURN	101515-6325 Postage	ELAN01052	43.94	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FLASH DRIVES FOR INVESTIGATION	103042-6315 Office Supplies	ELAN01052	86.10	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	NOTEPADS	103040-6315 Office Supplies	ELAN01052	50.01	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	OFFICE SUPPLIES	101511-6315 Office Supplies	ELAN01052	16.26	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	OFFICE SUPPLIES	101511-6315 Office Supplies	ELAN01052	32.61	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FINANCE OFFICE SUPPLIES	102020-6315 Office Supplies	ELAN01052	24.20	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FINANCE OFFICE SUPPLIES	102020-6315 Office Supplies	ELAN01052	38.17	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FINANCE OFFICE SUPPLIES	102020-6315 Office Supplies	ELAN01052	60.10	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT	FINANCE OFFICE SUPPLIES	102020-6315	ELAN01052	175.70	DECEMBER23		00018555	04/25/2024

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	V012768		Office Supplies						
MW OH	ELAN CORPORATE PAYMENT V012768	MOVIE SUBSCRIPTION	104071-6299 Other Purchased Services	ELAN01052	22.99	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	BEREAVEMENT CARDS	103040-6301 Special Department Expenses	ELAN01052	15.48	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	BEREAVEMENT FLOWERS FOR VIP	103040-6301 Special Department Expenses	ELAN01052	89.60	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	2/20-1/19 MAPPING SERVICES	103042-6290 Dept. Contract Services	ELAN01052	15.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	KNOX LICENSE RENEWAL	103066-6255 Dues & Memberships	ELAN01052	721.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	HR TRAINING CREDIT - HR CLERK	101512-6250 Staff Training	ELAN01052	-200.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	EXPLORER TRAINING GUNS	763041-6250 Staff Training	ELAN01052	1,370.77	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CAPIO ANNUAL MEMBERSHIP	101512-6255 Dues & Memberships	ELAN01052	275.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MEMBERSHIP RENEWAL 2024 OCHR	101512-6255 Dues & Memberships	ELAN01052	254.18	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MASC ANNUAL MEMBERSHIP	101511-6255 Dues & Memberships	ELAN01052	125.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	POST TRAINING COURSE	101515-6250 Staff Training	ELAN01052	199.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CHIEF LEADERSHIP REG	101515-6250 Staff Training	ELAN01052	300.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	BUSINESS MEETING-LUIS	103550-6245 Meetings & Conferences	ELAN01052	0.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	C. ROESTI - ICS-300 CLASS	103066-6250 Staff Training	ELAN01052	360.00	DECEMBER23		00018555	04/25/2024

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MW OH	ELAN CORPORATE PAYMENT V012768	TRAINING ACADEMY LUNCH	103066-6245 Meetings & Conferences	ELAN01052	83.09	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	DEPARTMENT MEETING BREAKFAST	103066-6245 Meetings & Conferences	ELAN01052	117.32	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	DEPARTMENT MEETING BREAKFAST	103066-6245 Meetings & Conferences	ELAN01052	136.88	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	DEPARTMENT MEETING BREAKFAST	103066-6245 Meetings & Conferences	ELAN01052	146.65	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	ACADEMY LUNCH	103066-6245 Meetings & Conferences	ELAN01052	59.70	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	ACADEMY LUNCH	103066-6245 Meetings & Conferences	ELAN01052	82.88	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	A FIRE PREVENTION CONFERENCE	103067-6245 Meetings & Conferences	ELAN01052	790.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	DISPATCH RETREAT DINNER 12/11	101512-6245 Meetings & Conferences	ELAN01052	155.73	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	M. MCCOY NUTS & BOLTS WKSH	102531-6245 Meetings & Conferences	ELAN01052	250.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FDAOC HOLIDAY LUNCH PARKING	102531-6245 Meetings & Conferences	ELAN01052	6.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	12/13 ROTARY MEETING MEAL	103040-6245 Meetings & Conferences	ELAN01052	14.33	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	M HEREDIA ATTENDANCE	101515-6245 Meetings & Conferences	ELAN01052	575.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	DISPATCHER ATTENDANCE	101515-6245 Meetings & Conferences	ELAN01052	575.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	COUNCIL, MGNT, STAFF DINNERS	101001-6245 Meetings & Conferences	ELAN01052	11.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT	COUNCIL, MGNT, STAFF DINNERS	101001-6245	ELAN01052	54.45	DECEMBER23		00018555	04/25/2024

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	V012768		Meetings & Conferences						
MW OH	ELAN CORPORATE PAYMENT V012768	CONFERENCE DINNER	101001-6245 Meetings & Conferences	ELAN01052	85.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CONF REG - R. SHADER	101001-6245 Meetings & Conferences	ELAN01052	1,650.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	DAMIEN WORK LUNCH	101511-6245 Meetings & Conferences	ELAN01052	4.07	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	OCCMA HOLIDAY LUNCHEON-	101511-6245 Meetings & Conferences	ELAN01052	7.03	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	BUSINESS MEETING	101511-6245 Meetings & Conferences	ELAN01052	63.95	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	BUSINESS MEETING-DAMIEN10	101511-6245 Meetings & Conferences	ELAN01052	300.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MEETING SUPPLIES	109595-6245 Meetings & Conferences	ELAN01052	27.90	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MEETING SUPPLIES	109595-6245 Meetings & Conferences	ELAN01052	34.90	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MEETING SUPPLIES	109595-6245 Meetings & Conferences	ELAN01052	23.18	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	NORTH SPA MEETING SUPPLIES	784070-6245 Meetings & Conferences	ELAN01052	170.94	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	K9 DOG FOOD	103041-6148 K9 Expenses	ELAN01052	75.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	SCAG CONFERENCE SUMIT PARKING	01511-6235 Travel	ELAN01052	13.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FD TRAVEL EXPENSES	213041-6235 Travel	ELAN01052	704.34	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FD TRAVEL EXPENSES	213041-6235 Travel	ELAN01052	704.34	DECEMBER23		00018555	04/25/2024

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MW OH	ELAN CORPORATE PAYMENT V012768	ROESTI AND DEROTIC REP	103066-6235 Travel	ELAN01052	12.39	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TRAVEL INSURANCE FOR CAL NENA	101515-6235 Travel	ELAN01052	30.89	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	DOBINE HOTEL: FIRE CHIEFS CONF	103065-6235 Travel	ELAN01052	426.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TRAVEL EXPENSES	103065-6235 Travel	ELAN01052	426.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	DOBINE HOTEL: FM COURSES	103065-6235 Travel	ELAN01052	444.19	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FACILITY MAINT. SUPPLIES	104076-6139 Repair/Maint - Parks & Fields	ELAN01052	126.78	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FD TRAINING HOTEL - IRVINE	103041-6235 Travel	ELAN01052	412.29	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FD TRAINING HOTEL - MACCUBBIN	103041-6235 Travel	ELAN01052	412.29	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FD TRAINING HOTEL - GILLIS	103041-6235 Travel	ELAN01052	620.97	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	2/27-1/26 MCV DIRECT TV SVS	103041-6137 Repair Maint/Equipment	ELAN01052	95.99	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FRAUD HOTLINE SUBSC	102020-6136 Software Maintenance	ELAN01052	250.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	DEC 2023 MONTHLY CHARGES	101523-6136 Software Maintenance	ELAN01052	260.62	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	DECALS FOR UTILITY VEHICLES	103066-6134 Vehicle Repair & Maintenance	ELAN01052	92.51	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FD -BATTERY	103654-6130 Repair & Maint/Facilities	ELAN01052	41.99	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT	FD - BATTERY	103654-6130	ELAN01052	41.99	DECEMBER23		00018555	04/25/2024

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	V012768		Repair & Maint/Facilities						
MW OH	ELAN CORPORATE PAYMENT V012768	FD- MAINT SUPPLIES	103654-6130 Repair & Maint/Facilities	ELAN01052	48.96	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FIRE STATION 1	103654-6130 Repair & Maint/Facilities	ELAN01052	72.73	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FD - BATTERY	103654-6130 Repair & Maint/Facilities	ELAN01052	75.38	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	IGHTING SUPPLIES	103654-6130 Repair & Maint/Facilities	ELAN01052	126.79	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	DISPATCH CHRISTMAS DINNER	101515-6053 City Events	ELAN01052	168.90	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	ADMIN DEPT. HOLIDAY LUNCHEON	101511-6053 City Events	ELAN01052	158.35	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	SD HOLIDAY LUNCH	102531-6053 City Events	ELAN01052	289.04	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	NEW HIRE ACADEMY LUNCH	103066-6053 City Events	ELAN01052	185.71	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	HOLIDAY DINNER FOR CREWS	103066-6053 City Events	ELAN01052	449.32	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FIRE B. CHIEF PANEL/STAF LUNCH	101512-6053 City Events	ELAN01052	253.61	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FINANCE HOLIDAY LUNCHEON	102020-6053 City Events	ELAN01052	183.19	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	HOLIDAY DINNER EXEC TEAM	102020-6053 City Events	ELAN01052	310.29	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	HOLIDAY WEEK TRIVIA GAME	109595-6053 City Events	ELAN01052	20.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	BALLONS FOR EMPLOYEE	109595-6053 City Events	ELAN01052	94.74	DECEMBER23		00018555	04/25/2024

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MW OH	ELAN CORPORATE PAYMENT V012768	EMPLOYEE XMAS PARTY ITEMS	109595-6053 City Events	ELAN01052	552.09	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	COFFEE SUPPLIES	109595-6052 Common Area Supplies	ELAN01052	13.67	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	WATER	109595-6052 Common Area Supplies	ELAN01052	51.90	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	PARKING FEE	103066-6044 Credit Card Disputes	ELAN01052	73.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FW HOLIDAY LUNCH	103551-6053 City Events	ELAN01052	474.12	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	END OF YEAR HOLIDAY BREAKFAST	103654-6053 City Events	ELAN01052	20.36	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CHRISTMAS BREAKFAST	103654-6053 City Events	ELAN01052	91.95	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	DEPARTMENT LUNCHEON	104071-6053 City Events	ELAN01052	310.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MAINT TECH SUPPLIES	104076-6130 Repair & Maint/Facilities	ELAN01052	293.14	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MAINT TECH SUPPLIES	104076-6130 Repair & Maint/Facilities	ELAN01052	487.94	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MAINT TECH SUPPLIES	104076-6130 Repair & Maint/Facilities	ELAN01052	724.34	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CS MAINT SUPPLIES	104078-6130 Repair & Maint/Facilities	ELAN01052	415.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MAINTENANCE SUPPLIES	104076-6130 Repair & Maint/Facilities	ELAN01052	19.17	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TRUCK CLEANING SUPPLIES	104076-6130 Repair & Maint/Facilities	ELAN01052	31.53	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT	MAINTENANCE SUPPLIES	104076-6130	ELAN01052	130.95	DECEMBER23		00018555	04/25/2024

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	V012768		Repair & Maint/Facilities						
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL FOR MAINT TECH TRUCK	104076-6130 Repair & Maint/Facilities	ELAN01052	137.10	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL FOR WORK TRUCK	104076-6130 Repair & Maint/Facilities	ELAN01052	140.15	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MAINT TECH SUPPLIES	104076-6130 Repair & Maint/Facilities	ELAN01052	170.25	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TOLL ROAD CHARGES	103041-6051 Toll Roads Expense	ELAN01052	32.15	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	DEC DEA TOLL ROAD CHARGES	103042-6051 Toll Roads Expense	ELAN01052	0.55	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	EMPLOYEE SCHEDULING PROGRM.	104070-6099 Professional Services	ELAN01052	219.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	PD- MAINT SUPPLIES	103654-6130 Repair & Maint/Facilities	ELAN01052	39.27	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GAS FOR CS TRUCK	104071-6345 Gasoline & Diesel Fuel	ELAN01052	20.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	15.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	20.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	20.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	20.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	68.75	DECEMBER23		00018555	04/25/2024

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MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	76.07	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	93.18	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN01052	117.40	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUELING PW VEHICLES	103658-6345 Gasoline & Diesel Fuel	ELAN01052	125.83	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN01052	175.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	61.72	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUELING PW VEHICLES	103658-6345 Gasoline & Diesel Fuel	ELAN01052	63.91	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	64.74	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL FOR BC RIG	103658-6345 Gasoline & Diesel Fuel	ELAN01052	66.64	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	67.04	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	68.30	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	48.75	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL FOR BC RIG	103658-6345 Gasoline & Diesel Fuel	ELAN01052	52.62	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	54.64	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT	GASOLINE FOR PD	103658-6345	ELAN01052	55.61	DECEMBER23		00018555	04/25/2024

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	V012768		Gasoline & Diesel Fuel						
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	57.26	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	58.32	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	46.20	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	46.81	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL - UTILITY	103658-6345 Gasoline & Diesel Fuel	ELAN01052	46.81	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	47.09	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	47.15	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	48.70	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	42.01	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	44.27	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	44.37	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	44.60	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	45.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL FOR BC RIG	103658-6345 Gasoline & Diesel Fuel	ELAN01052	45.26	DECEMBER23		00018555	04/25/2024

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MW OH	ELAN CORPORATE PAYMENT V012768	FUEL - UTILITY	103658-6345 Gasoline & Diesel Fuel	ELAN01052	37.21	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	39.24	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	39.73	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	40.60	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	40.68	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	42.01	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	34.35	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	35.01	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL FOR POWER WASHER	103658-6345 Gasoline & Diesel Fuel	ELAN01052	35.74	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	35.88	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN01052	35.90	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	35.92	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	30.26	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	31.80	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT	GASOLINE FOR PD	103658-6345	ELAN01052	32.50	DECEMBER23		00018555	04/25/2024

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	V012768		Gasoline & Diesel Fuel						
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	32.76	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	32.85	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	32.98	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	14.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	17.12	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN01052	17.64	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	25.54	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	26.76	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	26.94	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	80.91	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	83.11	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	87.89	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	92.92	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	94.00	DECEMBER23		00018555	04/25/2024

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MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	200.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	73.98	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	76.41	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	76.98	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	77.24	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	77.43	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	79.50	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	68.68	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	69.74	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	70.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	70.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	70.22	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	72.28	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN01052	62.42	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT	GASOLINE FOR PD	103658-6345	ELAN01052	65.00	DECEMBER23		00018555	04/25/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012768		Gasoline & Diesel Fuel						
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	65.50	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	67.09	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	67.90	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	68.56	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	60.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	60.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	60.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN01052	60.47	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	61.28	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN01052	61.31	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	55.28	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN01052	56.42	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	56.56	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	59.09	DECEMBER23		00018555	04/25/2024

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MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	59.65	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	60.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	51.27	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	51.89	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	52.69	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	53.77	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	54.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	54.49	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN01052	50.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	50.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	50.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	50.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	50.58	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	50.78	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT	GASOLINE FOR PD	103658-6345	ELAN01052	48.97	DECEMBER23		00018555	04/25/2024

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	V012768		Gasoline & Diesel Fuel						
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	48.97	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN01052	49.31	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	49.53	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	50.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	50.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	44.56	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	46.34	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	46.97	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	47.55	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	48.50	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	48.95	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	41.71	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	42.80	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	43.07	DECEMBER23		00018555	04/25/2024

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MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	43.17	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	43.33	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	43.81	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	40.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	40.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	40.25	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	40.75	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	40.77	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	41.36	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	40.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	40.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	40.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	40.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	40.00	DECEMBER23		00018555	04/25/2024

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	V012768		Gasoline & Diesel Fuel						
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	38.46	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	38.85	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	39.38	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	39.40	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	40.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	40.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	35.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	35.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	35.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	35.03	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	35.60	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	36.48	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	32.06	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	33.02	DECEMBER23		00018555	04/25/2024

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MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	34.04	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	34.40	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	34.49	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	34.54	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	30.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	30.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	30.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	30.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	30.39	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN01052	31.51	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	27.45	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	28.83	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	30.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	30.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345	ELAN01052	30.00	DECEMBER23		00018555	04/25/2024

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	V012768		Gasoline & Diesel Fuel						
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	30.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	25.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	25.02	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	26.74	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL FOR PDF MOTORCYCLE	103658-6345 Gasoline & Diesel Fuel	ELAN01052	26.83	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	26.84	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	27.41	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	20.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	20.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	20.00	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	20.12	DECEMBER23		00018555	04/25/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN01052	25.00	DECEMBER23		00018555	04/25/2024
				<b>Check Total:</b>	<b>40,358.11</b>				
MW OH	ELAN CORPORATE PAYMENT	FUEL FOR CITY TRUCKS	103658-6345	ELAN02062	167.20	JANUARY24		00018556	04/29/2024

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	V012768		Gasoline & Diesel Fuel						
MW OH	ELAN CORPORATE PAYMENT V012768	GAS	103658-6345 Gasoline & Diesel Fuel	ELAN02062	174.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUELING PW VEHICLES	103658-6345 Gasoline & Diesel Fuel	ELAN02062	121.01	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	122.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUELING P.W TRUCKS	103658-6345 Gasoline & Diesel Fuel	ELAN02062	123.19	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUELING P.W TRUCKS	103658-6345 Gasoline & Diesel Fuel	ELAN02062	124.63	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUELING P.W TRUCKS	103658-6345 Gasoline & Diesel Fuel	ELAN02062	135.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN02062	156.01	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN02062	107.21	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	108.20	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN02062	109.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	115.67	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN02062	117.48	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	119.48	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	92.01	JANUARY24		00018556	04/29/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ELAN CORPORATE PAYMENT V012768	GAS FOR SIGN TRUCK	103658-6345 Gasoline & Diesel Fuel	ELAN02062	92.98	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	96.56	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN02062	103.40	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CSI VAN GASOLINE	103658-6345 Gasoline & Diesel Fuel	ELAN02062	103.54	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	105.15	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	86.24	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	88.07	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	88.49	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	88.90	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUELING P.W TRUCKS	103658-6345 Gasoline & Diesel Fuel	ELAN02062	89.78	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUELING P.W TRUCKS	103658-6345 Gasoline & Diesel Fuel	ELAN02062	91.45	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	80.55	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	81.39	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	82.39	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT	FUEL	103658-6345	ELAN02062	83.40	JANUARY24		00018556	04/29/2024

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	V012768		Gasoline & Diesel Fuel						
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	83.68	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	83.84	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	77.05	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	77.67	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	78.40	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUELING P.W TRUCKS	103658-6345 Gasoline & Diesel Fuel	ELAN02062	78.51	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	78.84	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	79.31	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	74.26	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	75.48	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	75.55	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	76.08	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN02062	76.54	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	76.55	JANUARY24		00018556	04/29/2024

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MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	72.33	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	72.34	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	72.50	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	73.39	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	73.84	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	74.08	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	71.02	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	71.23	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	71.45	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN02062	71.56	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	71.76	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	71.97	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUELING P.W TRUCKS	103658-6345 Gasoline & Diesel Fuel	ELAN02062	69.98	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	70.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT	GASOLINE FOR PD	103658-6345	ELAN02062	70.00	JANUARY24		00018556	04/29/2024

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	V012768		Gasoline & Diesel Fuel						
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	70.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN02062	70.72	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	70.75	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	68.63	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN02062	68.74	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	69.03	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	69.06	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	69.62	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	69.65	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	67.40	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	67.67	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	67.72	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN02062	67.75	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	67.89	JANUARY24		00018556	04/29/2024

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MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	68.04	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	65.95	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	66.13	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	66.79	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	67.06	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	67.12	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	67.31	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN02062	65.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	65.08	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	65.47	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	65.77	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	65.89	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	65.93	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	63.55	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT	GASOLINE FOR PD	103658-6345	ELAN02062	63.56	JANUARY24		00018556	04/29/2024

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	V012768		Gasoline & Diesel Fuel						
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	63.64	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUELING P.W TRUCKS	103658-6345 Gasoline & Diesel Fuel	ELAN02062	64.03	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	65.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN02062	65.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	62.26	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN02062	62.27	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	62.63	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	63.25	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	63.28	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	63.36	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	61.36	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	61.45	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	61.65	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	61.68	JANUARY24		00018556	04/29/2024

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MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	61.92	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN02062	62.01	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	60.21	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	60.42	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	60.59	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	60.59	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	60.92	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	61.02	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	60.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN02062	60.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN02062	60.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	60.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN02062	60.03	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUELING P.W TRUCKS	103658-6345 Gasoline & Diesel Fuel	ELAN02062	60.12	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT	GASOLINE FOR PD	103658-6345	ELAN02062	60.00	JANUARY24		00018556	04/29/2024

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	V012768		Gasoline & Diesel Fuel						
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	60.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	60.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	60.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	60.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	60.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	59.09	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	59.25	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	59.52	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN02062	59.56	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	59.57	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	60.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	57.64	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	57.71	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	57.88	JANUARY24		00018556	04/29/2024

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MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	58.39	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	58.71	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	59.09	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	56.36	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	56.48	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	56.53	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	56.77	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	56.89	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	57.64	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUELING P.W TRUCKS	103658-6345 Gasoline & Diesel Fuel	ELAN02062	55.59	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	55.68	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	56.18	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUELING P.W TRUCKS	103658-6345 Gasoline & Diesel Fuel	ELAN02062	56.25	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	56.32	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT	GASOLINE FOR PD	103658-6345	ELAN02062	56.32	JANUARY24		00018556	04/29/2024

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	V012768		Gasoline & Diesel Fuel						
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	54.56	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	54.59	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN02062	54.81	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN02062	55.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	55.40	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL FOR BC VEHICLE	103658-6345 Gasoline & Diesel Fuel	ELAN02062	55.41	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	52.97	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	53.80	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	53.80	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	54.04	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	54.39	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	54.49	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	52.01	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	52.17	JANUARY24		00018556	04/29/2024

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MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	52.51	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	52.75	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	52.87	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	52.94	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	50.16	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	50.33	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	51.02	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	51.35	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	51.90	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	51.91	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	50.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	50.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	50.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	50.05	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	50.06	JANUARY24		00018556	04/29/2024

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	V012768		Gasoline & Diesel Fuel						
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	50.09	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	50.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUELING P.W TRUCKS	103658-6345 Gasoline & Diesel Fuel	ELAN02062	50.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN02062	50.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	50.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	50.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	49.51	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	49.63	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GAS FOR CODE ENFORCEMENT	103658-6345 Gasoline & Diesel Fuel	ELAN02062	49.73	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	50.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	50.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	50.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	48.59	JANUARY24		00018556	04/29/2024

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MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	48.91	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	48.93	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	49.05	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUELING P.W TRUCKS	103658-6345 Gasoline & Diesel Fuel	ELAN02062	49.09	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	49.29	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	47.74	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN02062	47.77	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	48.08	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN02062	48.21	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	48.28	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL FOR BC RIG	103658-6345 Gasoline & Diesel Fuel	ELAN02062	48.30	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	45.53	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	45.54	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	46.25	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT	GASOLINE FOR PD	103658-6345	ELAN02062	46.64	JANUARY24		00018556	04/29/2024

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	V012768		Gasoline & Diesel Fuel						
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	46.66	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN02062	47.22	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	45.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	45.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUELING P.W TRUCKS	103658-6345 Gasoline & Diesel Fuel	ELAN02062	45.01	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	45.11	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	45.14	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	45.42	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	43.87	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	44.06	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	44.18	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN02062	44.39	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	44.53	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	44.65	JANUARY24		00018556	04/29/2024

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MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	43.29	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	43.51	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	43.54	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	43.64	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	43.72	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	43.75	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	42.19	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	42.53	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	42.67	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	42.71	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	43.04	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	43.16	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	41.41	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	41.53	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT	GASOLINE FOR PD	103658-6345	ELAN02062	41.54	JANUARY24		00018556	04/29/2024

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	V012768		Gasoline & Diesel Fuel						
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	41.57	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	41.92	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	41.97	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	40.24	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	40.41	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	40.56	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	40.71	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	41.14	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	41.27	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	40.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	40.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	40.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	40.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	40.13	JANUARY24		00018556	04/29/2024

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MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	40.14	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	40.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	40.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	40.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	40.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	40.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	40.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	39.64	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	39.65	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	39.68	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL FOR BC RIG	103658-6345 Gasoline & Diesel Fuel	ELAN02062	39.75	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	39.79	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL FOR CITY TRUCKS	103658-6345 Gasoline & Diesel Fuel	ELAN02062	39.93	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	38.93	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT	GASOLINE FOR PD	103658-6345	ELAN02062	39.26	JANUARY24		00018556	04/29/2024

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	V012768		Gasoline & Diesel Fuel						
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	39.33	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	39.35	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN02062	39.39	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	39.43	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	38.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN02062	38.01	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	38.04	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	38.32	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	38.81	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	38.93	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	37.02	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	37.14	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	37.22	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	37.27	JANUARY24		00018556	04/29/2024

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MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	37.63	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	37.82	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	36.60	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	36.61	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	36.64	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	36.74	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	36.78	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	36.88	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	36.26	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN02062	36.30	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	36.37	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	36.37	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	36.59	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	36.59	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT	GASOLINE FOR PD	103658-6345	ELAN02062	35.08	JANUARY24		00018556	04/29/2024

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	V012768		Gasoline & Diesel Fuel						
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	35.38	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	35.43	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	35.74	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	35.79	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	36.22	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	35.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	35.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	35.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN02062	35.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN02062	35.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	35.08	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL FOR BC VEHICLE	103658-6345 Gasoline & Diesel Fuel	ELAN02062	34.71	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL FOR BC RIG	103658-6345 Gasoline & Diesel Fuel	ELAN02062	34.73	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	34.79	JANUARY24		00018556	04/29/2024

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MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	34.92	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	35.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	35.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	34.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	34.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	34.14	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	34.30	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	34.59	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	34.70	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	33.31	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	33.41	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	33.50	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	33.71	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	33.74	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT	FUEL FOR BC RIG	103658-6345	ELAN02062	33.99	JANUARY24		00018556	04/29/2024

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	V012768		Gasoline & Diesel Fuel						
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	32.61	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	32.66	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	32.68	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	32.73	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	32.83	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	33.06	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	31.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	31.15	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	31.73	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	32.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	32.10	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	32.32	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	29.38	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	29.59	JANUARY24		00018556	04/29/2024

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MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	29.61	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	30.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	30.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	30.48	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	28.25	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	28.46	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	28.93	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	29.21	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	29.21	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	29.33	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	26.21	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	26.25	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	26.26	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	26.66	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	28.02	JANUARY24		00018556	04/29/2024

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	V012768		Gasoline & Diesel Fuel						
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	28.25	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	24.84	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	25.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN02062	25.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	25.05	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	25.61	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	26.20	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUELING P.W TRUCKS	103658-6345 Gasoline & Diesel Fuel	ELAN02062	22.45	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUELING P.W TRUCKS	103658-6345 Gasoline & Diesel Fuel	ELAN02062	23.03	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	23.59	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	23.70	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	23.78	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN02062	24.35	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	20.80	JANUARY24		00018556	04/29/2024

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MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	20.83	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	21.33	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	21.69	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	22.07	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	22.24	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	17.84	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	18.42	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	18.42	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	19.15	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	20.21	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	20.54	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GAS FOR MAINTENANCE TRUCK	103658-6345 Gasoline & Diesel Fuel	ELAN02062	105.40	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GAS FOR MAINTENANCE TRUCK	103658-6345 Gasoline & Diesel Fuel	ELAN02062	107.94	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GAS FOR MAINTENANCE TRUCK	103658-6345 Gasoline & Diesel Fuel	ELAN02062	115.01	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT	GASOLINE FOR PD	103658-6345	ELAN02062	8.69	JANUARY24		00018556	04/29/2024

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	V012768		Gasoline & Diesel Fuel						
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	15.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	15.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	52.73	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GAS FOR MAINTENANCE TRUCK	103658-6345 Gasoline & Diesel Fuel	ELAN02062	66.15	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	71.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GAS FOR MAINTENANCE TRUCK	103658-6345 Gasoline & Diesel Fuel	ELAN02062	71.50	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GAS FOR MAINTENANCE TRUCK	103658-6345 Gasoline & Diesel Fuel	ELAN02062	78.61	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	101.68	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	20.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN02062	20.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	20.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL	103658-6345 Gasoline & Diesel Fuel	ELAN02062	30.01	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	39.66	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	41.31	JANUARY24		00018556	04/29/2024

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MW OH	ELAN CORPORATE PAYMENT V012768	CITY HALL MATERIALS	103654-6130 Repair & Maint/Facilities	ELAN02062	278.37	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	REPAIR/MAINTENANCE SUPPLIES	103654-6130 Repair & Maint/Facilities	ELAN02062	379.37	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CITY HALL	103654-6130 Repair & Maint/Facilities	ELAN02062	396.63	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CITY YARD	103654-6130 Repair & Maint/Facilities	ELAN02062	397.24	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	REPAIR/MAINTENANCE SUPPLIES	103654-6130 Repair & Maint/Facilities	ELAN02062	664.54	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CH REPAIRS/MAINT	103654-6130 Repair & Maint/Facilities	ELAN02062	124.22	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	OLD CITY HALL	103654-6130 Repair & Maint/Facilities	ELAN02062	125.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	OLD CH REPAIRS	103654-6130 Repair & Maint/Facilities	ELAN02062	135.09	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CITY YARD	103654-6130 Repair & Maint/Facilities	ELAN02062	159.70	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CITY HALL SUPPLIES	103654-6130 Repair & Maint/Facilities	ELAN02062	164.40	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CITY HALL	103654-6130 Repair & Maint/Facilities	ELAN02062	272.98	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	REPAIR/MAINTENANCE SUPPLIES	103654-6130 Repair & Maint/Facilities	ELAN02062	66.67	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CITY HALL	103654-6130 Repair & Maint/Facilities	ELAN02062	73.80	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CH REPAIRS/MAINT	103654-6130 Repair & Maint/Facilities	ELAN02062	83.57	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT	FOUNTAIN MAINT SUPPLIES	103654-6130	ELAN02062	85.89	JANUARY24		00018556	04/29/2024

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	V012768		Repair & Maint/Facilities						
MW OH	ELAN CORPORATE PAYMENT V012768	REPAIR/MAINTENANCE SUPPLIES	103654-6130 Repair & Maint/Facilities	ELAN02062	89.37	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	PURCHASED FOIL TAPE, ROOF REPA	103654-6130 Repair & Maint/Facilities	ELAN02062	103.31	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CITY YARD	103654-6130 Repair & Maint/Facilities	ELAN02062	16.37	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	COMPLIANCE FEE	103654-6130 Repair & Maint/Facilities	ELAN02062	30.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FW SUPPLIES	103654-6130 Repair & Maint/Facilities	ELAN02062	30.98	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FW SUPPLIES	103654-6130 Repair & Maint/Facilities	ELAN02062	52.91	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CITY HALL REPAIRS	103654-6130 Repair & Maint/Facilities	ELAN02062	61.05	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	REPAIR/MAINTENANCE SUPPLIES	103654-6130 Repair & Maint/Facilities	ELAN02062	66.32	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	PRINTED COPIES OF SEWER MAP	484356-6120 R & M/Sewer & Storm Drain	ELAN02062	321.85	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CREDIT FOR HEATERS	104079-6130 Repair & Maint/Facilities	ELAN02062	-106.67	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	HEATERS FOR SENIOR CENTER	104079-6130 Repair & Maint/Facilities	ELAN02062	426.69	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CITY HALL REPAIRS	103658-6130 Repair & Maint/Facilities	ELAN02062	85.63	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	EMPLOYEE SCHEDULING PROGRAM.	104070-6099 Professional Services	ELAN02062	228.96	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CLERICAL AIDE PANEL LUNCH	101512-6054 Recruitment Exp	ELAN02062	39.15	JANUARY24		00018556	04/29/2024

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MW OH	ELAN CORPORATE PAYMENT V012768	LUNCH FOR INTERVIEW PANEL.	101512-6054 Recruitment Exp	ELAN02062	129.83	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TOOLS FOR REPAIRS	104076-6130 Repair & Maint/Facilities	ELAN02062	13.93	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	RAIN BOOTS	104076-6130 Repair & Maint/Facilities	ELAN02062	41.16	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MAINTENANCE SUPPLIES	104076-6130 Repair & Maint/Facilities	ELAN02062	42.26	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TOOLS FOR REPAIRS	104076-6130 Repair & Maint/Facilities	ELAN02062	44.08	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MAINTENANCE SUPPLIES	104076-6130 Repair & Maint/Facilities	ELAN02062	180.19	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MAINTENANCE SUPPLIES	104076-6130 Repair & Maint/Facilities	ELAN02062	383.90	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TOOLS FOR REPAIRS	104076-6130 Repair & Maint/Facilities	ELAN02062	487.99	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MAINTENANCE SUPPLIES	104076-6130 Repair & Maint/Facilities	ELAN02062	503.81	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MAINT TECH SUPPLIES	104076-6130 Repair & Maint/Facilities	ELAN02062	115.52	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MAINTENANCE SUPPLIES	104076-6130 Repair & Maint/Facilities	ELAN02062	116.94	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FUEL FOR WORK TRUCK	104076-6130 Repair & Maint/Facilities	ELAN02062	134.49	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GAS FOR WORK TRUCK	104076-6130 Repair & Maint/Facilities	ELAN02062	138.24	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GAS FOR WORK TRUCK	104076-6130 Repair & Maint/Facilities	ELAN02062	140.51	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT	MAINTENANCE SUPPLIES	104076-6130	ELAN02062	154.08	JANUARY24		00018556	04/29/2024

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	V012768		Repair & Maint/Facilities						
MW OH	ELAN CORPORATE PAYMENT V012768	TOOLS FOR REPAIRS	104076-6130 Repair & Maint/Facilities	ELAN02062	48.87	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TOOLS FOR REPAIRS	104076-6130 Repair & Maint/Facilities	ELAN02062	59.17	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GAS FOR WORK TRUCK	104076-6130 Repair & Maint/Facilities	ELAN02062	65.25	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MAINTENANCE SUPPLIES	104076-6130 Repair & Maint/Facilities	ELAN02062	66.41	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GAS FOR WORK TRUCK	104076-6130 Repair & Maint/Facilities	ELAN02062	79.19	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GAS FOR WORK TRUCK	104076-6130 Repair & Maint/Facilities	ELAN02062	98.38	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FW MAINT/REPAIR SUPPLIES	103658-6130 Repair & Maint/Facilities	ELAN02062	131.39	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	DOOR FRAME	103658-6130 Repair & Maint/Facilities	ELAN02062	235.43	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	DEA TOLL ROAD CHARGES	103040-6051 Toll Roads Expense	ELAN02062	1.65	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	DEA TOLL ROAD CHARGES	103040-6051 Toll Roads Expense	ELAN02062	4.45	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	DEA TOLL ROAD CHARGES	103040-6051 Toll Roads Expense	ELAN02062	7.07	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	COFFEE SUPPLIES	109595-6052 Common Area Supplies	ELAN02062	19.29	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	COFFEE SUPPLIES	109595-6052 Common Area Supplies	ELAN02062	21.17	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	COFFEE SUPPLIES	109595-6052 Common Area Supplies	ELAN02062	26.35	JANUARY24		00018556	04/29/2024

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MW OH	ELAN CORPORATE PAYMENT V012768	EMPLOYEE SNACK PROGRAM	109595-6052 Common Area Supplies	ELAN02062	284.37	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	HIGH FIVE AWARDS-BROWN BAG	109595-6053 City Events	ELAN02062	25.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GIFT CARDS FOR IDEA GENERATOR	109595-6053 City Events	ELAN02062	75.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GIFT CARDS FOR IDEA GENERATOR	109595-6053 City Events	ELAN02062	84.90	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	BROWN BAG LUNCH	109595-6053 City Events	ELAN02062	711.18	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FW SUPPLIES	103654-6130 Repair & Maint/Facilities	ELAN02062	66.74	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	COMPLIANCE FEE	103654-6130 Repair & Maint/Facilities	ELAN02062	0.90	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CITY HALL REPAIRS	103654-6130 Repair & Maint/Facilities	ELAN02062	3.64	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CITY HALL	103654-6130 Repair & Maint/Facilities	ELAN02062	12.81	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	REFUND -E2 REPAIRS	103066-6134 Vehicle Repair & Maintenance	ELAN02062	-454.27	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	OIL FOR WHEEL HUBS	103066-6134 Vehicle Repair & Maintenance	ELAN02062	44.25	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	WIPER BLADES	103066-6134 Vehicle Repair & Maintenance	ELAN02062	98.86	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	E2 REPAIRS - REFUNDED	103066-6134 Vehicle Repair & Maintenance	ELAN02062	454.27	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	STREETS DIVISION SUPPLIES	103652-6132 Repair & Maintenance/Streets	ELAN02062	25.53	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT	CITY HALL SUPPLIES	103652-6130	ELAN02062	61.83	JANUARY24		00018556	04/29/2024

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	V012768		Repair & Maint/Facilities						
MW OH	ELAN CORPORATE PAYMEN V012768	BOUGHT PAINT FOR GRAFFITI/SIGN	103652-6130 Repair & Maint/Facilities	ELAN02062	229.65	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMEN V012768	BOUGHT PAINT FOR GRAFFITI CREW	103652-6130 Repair & Maint/Facilities	ELAN02062	238.55	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMEN V012768	PAINT/SUPPLIES FOR GRAFFITI	103652-6130 Repair & Maint/Facilities	ELAN02062	450.04	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMEN V012768	MONTHLY CHARGES / JAN 2024	101523-6136 Software Maintenance	ELAN02062	260.68	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMEN V012768	DOOR TRIGGER HARDWARE	103041-6137 Repair Maint/Equipment	ELAN02062	121.37	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMEN V012768	REPLACEMENT PART FOR S2 FRIDGH	103066-6135 Repair/Maint Off Furn & Eqp	ELAN02062	191.75	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMEN V012768	OIL FOR WHEEL HUBS	103658-6134 Vehicle Repair & Maintenance	ELAN02062	10.76	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMEN V012768	FLEET MAINTENANCE	103658-6134 Vehicle Repair & Maintenance	ELAN02062	62.61	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMEN V012768	MOTOR OIL	103658-6140 Vehicle Maintenance Allocatn	ELAN02062	26.91	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMEN V012768	K9 DOG FOOD	103041-6148 K9 Expenses	ELAN02062	275.82	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMEN V012768	K9 DOG FOOD	103041-6148 K9 Expenses	ELAN02062	75.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMEN V012768	K9 DOG FOOD	103041-6148 K9 Expenses	ELAN02062	75.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMEN V012768	BASEBALL FIELD REPAIR	104076-6139 Repair/Maint - Parks & Fields	ELAN02062	278.62	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMEN V012768	INFIELD CONDITIONER CHAMPIONS	104076-6139 Repair/Maint - Parks & Fields	ELAN02062	400.00	JANUARY24		00018556	04/29/2024

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MW OH	ELAN CORPORATE PAYMENT V012768	TOLL FEE	103065-6235 Travel	ELAN02062	8.26	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	PRISONER MEAL	103041-6149 Jail Supplies	ELAN02062	11.08	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	JAIL BLANKETS	103043-6149 Jail Supplies	ELAN02062	506.19	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TRUCK HAUL RENTAL FOR DRUG BURN	103043-6165 Vehicle Lease	ELAN02062	77.47	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	PRESENTATION INVITES/PRINT SRV	101515-6225 Advertising/Promotional	ELAN02062	16.17	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	RECRUITMENT	101515-6225 Advertising/Promotional	ELAN02062	35.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TRAVEL EXP- M. MCCOY	102531-6235 Travel	ELAN02062	20.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TRAVEL EXP- M. MCCOY	102531-6235 Travel	ELAN02062	102.98	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	SPEAKER-CSMFO CONFERENCE	101511-6235 Travel	ELAN02062	25.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TALED CONFERENCE - K.LOUIE	101511-6235 Travel	ELAN02062	196.20	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	BUSINESS MEETING	109595-6245 Meetings & Conferences	ELAN02062	49.21	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MEETING SUPPLIES	109595-6245 Meetings & Conferences	ELAN02062	74.91	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	WORKING LUNCH	109595-6245 Meetings & Conferences	ELAN02062	78.59	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	REFRESHMENTS FOR MGNT & STAFF	109595-6245 Meetings & Conferences	ELAN02062	90.45	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT	BUSINESS MEETING	109595-6245	ELAN02062	106.22	JANUARY24		00018556	04/29/2024

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	V012768		Meetings & Conferences						
MW OH	ELAN CORPORATE PAYMENT V012768	MEETING SUPPLIES	109595-6245 Meetings & Conferences	ELAN02062	171.12	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MEETING SUPPLIES	109595-6245 Meetings & Conferences	ELAN02062	24.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MEETING SUPPLIES	109595-6245 Meetings & Conferences	ELAN02062	30.83	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	COFFEE FOR DISPATCHERS PER CA	109595-6245 Meetings & Conferences	ELAN02062	32.34	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	COFFEE FOR DISPATCHERS PER CA	109595-6245 Meetings & Conferences	ELAN02062	37.80	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	COFFEE FOR DISPATCHERS PER CA	109595-6245 Meetings & Conferences	ELAN02062	42.51	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MEETING SUPPLIES	109595-6245 Meetings & Conferences	ELAN02062	43.33	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	REFRESHMENTS FOR MGNT & STAFH	109595-6245 Meetings & Conferences	ELAN02062	5.95	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MEETING SUPPLIES	109595-6245 Meetings & Conferences	ELAN02062	10.24	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MEETING SUPPLIES	109595-6245 Meetings & Conferences	ELAN02062	12.06	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	BUSINESS MEETING	109595-6245 Meetings & Conferences	ELAN02062	12.99	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	COFFEE FOR DISPATCHERS PER CA	109595-6245 Meetings & Conferences	ELAN02062	15.75	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MEETING SUPPLIES	109595-6245 Meetings & Conferences	ELAN02062	20.98	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CPRS CONVENTION HOTEL	104071-6235 Travel	ELAN02062	272.73	JANUARY24		00018556	04/29/2024

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MW OH	ELAN CORPORATE PAYMENTS V012768	MEETING SUPPLIES	109595-6245 Meetings & Conferences	ELAN02062	-12.99	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	EXCELLENCE IN PLACENTIA	109595-6245 Meetings & Conferences	ELAN02062	560.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	SPONSORSHIP MEETING	104070-6245 Meetings & Conferences	ELAN02062	58.76	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	ADVOCACY TRIP-RHONDA	101001-6245 Meetings & Conferences	ELAN02062	-1,650.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	STATE OF THE CITY FV - REG - W	101001-6245 Meetings & Conferences	ELAN02062	50.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	WEBINAR	101511-6245 Meetings & Conferences	ELAN02062	149.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	CAPIO ANNUAL CONFERENCE	101511-6245 Meetings & Conferences	ELAN02062	675.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	CSC REGISTRATION-JEANNETTE	101511-6245 Meetings & Conferences	ELAN02062	875.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	CSC REGISTRATION-DAMIEN	101511-6245 Meetings & Conferences	ELAN02062	975.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	CSC REGISTRATION-KIANA	101511-6245 Meetings & Conferences	ELAN02062	2,000.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	CSC REGISTRATION-KEVIN KIRWIN	101001-6245 Meetings & Conferences	ELAN02062	850.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	CSC REGISTRATION-WARD	101001-6245 Meetings & Conferences	ELAN02062	975.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	MEETING EXPENSES	101001-6245 Meetings & Conferences	ELAN02062	71.46	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	EXCELLENCE IN PLACENTIA-MAYOR	101001-6245 Meetings & Conferences	ELAN02062	80.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS	COUNCIL, MGMNT, STAFF DINNERS	101001-6245	ELAN02062	198.28	JANUARY24		00018556	04/29/2024

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	V012768		Meetings & Conferences						
MW OH	ELAN CORPORATE PAYMENT V012768	COUNCIL, MGMNT, STAFF DINNERS	101001-6245 Meetings & Conferences	ELAN02062	378.82	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	HALLOWEEN LUNCH DEPT WINNER	101512-6245 Meetings & Conferences	ELAN02062	179.15	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MEETING SUPPLIES	102531-6245 Meetings & Conferences	ELAN02062	40.87	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	2024 PDAO - REG	102531-6245 Meetings & Conferences	ELAN02062	1,050.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CSC REGISTRATION-LAMBERT	102531-6245 Meetings & Conferences	ELAN02062	875.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	WORKING LUNCH	101511-6245 Meetings & Conferences	ELAN02062	6.03	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	LUNCH WITH D. ARRULA, K. LOUIE	101511-6245 Meetings & Conferences	ELAN02062	73.45	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	BUSINESS MEETING	101511-6245 Meetings & Conferences	ELAN02062	94.35	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	BUSINESS MEETING	101511-6245 Meetings & Conferences	ELAN02062	95.35	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MEETING SUPPLIES	103041-6245 Meetings & Conferences	ELAN02062	65.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	LUNCH MEETING MEALS	103042-6245 Meetings & Conferences	ELAN02062	218.46	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	LUNCH MEETING MEALS	103040-6245 Meetings & Conferences	ELAN02062	66.74	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	10 ROTARY MEETING MEAL	103040-6245 Meetings & Conferences	ELAN02062	12.98	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	24 ROTARY MEETING MEAL	103040-6245 Meetings & Conferences	ELAN02062	14.33	JANUARY24		00018556	04/29/2024

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MW OH	ELAN CORPORATE PAYMENT/31 ROTARY MEETING MEAL V012768		103040-6245 Meetings & Conferences	ELAN02062	14.33	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTLUNCH MEETING MEALS V012768		103040-6245 Meetings & Conferences	ELAN02062	48.80	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTCEAOC FEBRUARY 2024 MEETING V012768		103551-6245 Meetings & Conferences	ELAN02062	50.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTCEAOC FEBRUARY 2024 MEETING V012768		103551-6245 Meetings & Conferences	ELAN02062	50.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTCEAOC FEBRUARY 2024 MEETING V012768		103551-6245 Meetings & Conferences	ELAN02062	50.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTCSC REGISTRATION-LUIS V012768		103550-6245 Meetings & Conferences	ELAN02062	875.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTMEETING SUPPLIES V012768		103066-6245 Meetings & Conferences	ELAN02062	11.40	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTPEER SUPPORT MEETING SUPPLIES V012768		103066-6245 Meetings & Conferences	ELAN02062	35.10	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTROESTI: PEER SUPPORT TRAINING V012768		103066-6250 Staff Training	ELAN02062	250.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTRED HELMENT TRAINING V012768		103066-6250 Staff Training	ELAN02062	375.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTTRAINING REG V012768		103066-6250 Staff Training	ELAN02062	824.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTFD TRAINING REG - TITUS V012768		103042-6250 Staff Training	ELAN02062	125.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTFD TRAINING REG - TITUS V012768		103042-6250 Staff Training	ELAN02062	210.12	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTTRAINING FOR HR CLERK V012768		101512-6250 Staff Training	ELAN02062	310.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTHR TRAINING - HR CLERK		101512-6250	ELAN02062	310.00	JANUARY24		00018556	04/29/2024

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	V012768		Staff Training						
MW OH	ELAN CORPORATE PAYMENT V012768	CEAO MEMBERSHIP - R.EADY	102533-6250 Staff Training	ELAN02062	100.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	PD TRAINING REG - RADOMSKI	103040-6250 Staff Training	ELAN02062	75.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	PD TRAINING REG - RADOMSKI	103040-6250 Staff Training	ELAN02062	200.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	ELGI CERTIFICATION FOR ALBERT	104071-6250 Staff Training	ELAN02062	405.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CITY MEMBERSHIP DUES FOR CEAO	003550-6255 Dues & Memberships	ELAN02062	50.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CSC MEMBERSHIP	103550-6255 Dues & Memberships	ELAN02062	125.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CTEC MEMBERSHIP - K. TAO	103590-6255 Dues & Memberships	ELAN02062	20.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MEMBERSHI- - K. TAO	103590-6255 Dues & Memberships	ELAN02062	25.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CSC REGISTRATION-LAMBERT	102531-6255 Dues & Memberships	ELAN02062	125.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CSMFO REG - J. GRIGGS	102020-6255 Dues & Memberships	ELAN02062	55.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CSMFO REG - M. MARISCAL	102020-6255 Dues & Memberships	ELAN02062	135.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	MEMBERSHIP RENEWAL	101515-6255 Dues & Memberships	ELAN02062	147.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CSC ANNUAL MEMBERSHIP	101511-6255 Dues & Memberships	ELAN02062	125.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	20-2/19 PD MAPPING SVS	103042-6290 Dept. Contract Services	ELAN02062	15.00	JANUARY24		00018556	04/29/2024

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MW OH	ELAN CORPORATE PAYMENTS V012768	MEMBERSHIP - C. ADAMS	103065-6255 Dues & Memberships	ELAN02062	35.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	MEMBERSHIP - A. HORNER	103067-6255 Dues & Memberships	ELAN02062	175.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	ANNUAL MEMBERSHIP	103067-6255 Dues & Memberships	ELAN02062	134.99	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	CONDOLENCES CARD-OSCAR RAMO	101511-6301 Special Department Expenses	ELAN02062	54.93	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	MUSIC SUBSCRIPTION	104071-6299 Other Purchased Services	ELAN02062	16.99	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	MOVIE SUBSCRIPTION	104071-6299 Other Purchased Services	ELAN02062	22.99	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	W-2 ENVELOPES	102020-6315 Office Supplies	ELAN02062	29.44	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	G.CALIN STAPLER	102020-6315 Office Supplies	ELAN02062	31.53	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	WEBSITE DOMAIN	581573-6290 Dept. Contract Services	ELAN02062	9.99	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	BIRTHDAY CAKE FOR MAYOR	101001-6301 Special Department Expenses	ELAN02062	38.99	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	OFFICE SUPPLIES FOR PW MANAGER	103650-6315 Office Supplies	ELAN02062	9.70	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	OFFICE SUPPLIES FOR PW MANAGER	103650-6315 Office Supplies	ELAN02062	22.95	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	RISKMGMT/FD SUPPLY	404580-6315 Office Supplies	ELAN02062	27.82	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	RISKMGMT/FD SUPPLY	404580-6315 Office Supplies	ELAN02062	28.61	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS	RISKMGMT/FD SUPPLY	404580-6315	ELAN02062	30.94	JANUARY24		00018556	04/29/2024

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	V012768		Office Supplies						
MW OH	ELAN CORPORATE PAYMENT V012768	RISKMGMT/FD SUPPLY 404580-6301	404580-6315 Office Supplies	ELAN02062	77.40	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	OFFICE SUPPLIES	101511-6315 Office Supplies	ELAN02062	10.86	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	OFFICE SUPPLIES	101511-6315 Office Supplies	ELAN02062	10.86	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	USB DRIVE	101511-6315 Office Supplies	ELAN02062	21.54	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	AMAZON ORDER FOR OFFICE SUPPLI	101511-6315 Office Supplies	ELAN02062	29.35	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	OFFICE SUPPLIES	101511-6315 Office Supplies	ELAN02062	36.96	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	OFFICE SUPPLIES	101511-6315 Office Supplies	ELAN02062	230.40	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	OFFICE SUPPLIES	101511-6315 Office Supplies	ELAN02062	-16.26	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	OFFICE SUPPLIES	101511-6315 Office Supplies	ELAN02062	3.14	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	OFFICE SUPPLIES	101511-6315 Office Supplies	ELAN02062	5.30	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	OFFICE SUPPLIES	101511-6315 Office Supplies	ELAN02062	7.06	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	OFFICE SUPPLIES	101511-6315 Office Supplies	ELAN02062	9.75	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	OFFICE SUPPLIES	101515-6315 Office Supplies	ELAN02062	47.28	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	OFFICE SUPPLIES	101515-6315 Office Supplies	ELAN02062	113.50	JANUARY24		00018556	04/29/2024

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MW OH	ELAN CORPORATE PAYMENT V012768	ADMIN/HR OFFICE SUPPLIES	101512-6315 Office Supplies	ELAN02062	119.50	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	NAME BADGE-KIANA LOUIE	101534-6315 Office Supplies	ELAN02062	27.48	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	POWER STRIPS	102532-6315 Office Supplies	ELAN02062	30.11	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CORKBOARD - CODE ENFORCEMENT	102532-6315 Office Supplies	ELAN02062	268.27	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	LABELS	103041-6315 Office Supplies	ELAN02062	17.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GUN LOCKER TAGS, SUPPLIES	103041-6315 Office Supplies	ELAN02062	53.83	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	SHIPPING CHARGES	103040-6325 Postage	ELAN02062	42.87	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	PD ACADEMY BOOKS - SERVIN	103040-6320 Books & Periodicals	ELAN02062	292.43	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GASOLINE FOR PD	103658-6345 Gasoline & Diesel Fuel	ELAN02062	20.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	OFFICE SUPPLIES	104070-6315 Office Supplies	ELAN02062	14.18	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	OFFICE SUPPLIES	104070-6315 Office Supplies	ELAN02062	19.32	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	OFFICE SUPPLIES	104071-6315 Office Supplies	ELAN02062	14.13	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	OFFICE SUPPLIES FOR SM	103550-6315 Office Supplies	ELAN02062	13.86	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	WIRED HEADPHONES FOR PW INSPE	103550-6315 Office Supplies	ELAN02062	23.79	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT	OFFICE SUPPLIES	103040-6315	ELAN02062	17.00	JANUARY24		00018556	04/29/2024

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	V012768		Office Supplies						
MW OH	ELAN CORPORATE PAYMENTS V012768	STAPLER	103040-6315 Office Supplies	ELAN02062	7.37	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	OFFICE SUPPLIES	103040-6315 Office Supplies	ELAN02062	17.94	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	OFFICE SUPPLIES	103040-6315 Office Supplies	ELAN02062	40.25	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	OFFICE SUPPLIES	103040-6315 Office Supplies	ELAN02062	130.48	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	FLASH DRIVES FOR INVESTIGATION	103040-6315 Office Supplies	ELAN02062	175.48	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	LABELS	103040-6315 Office Supplies	ELAN02062	20.30	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	OFFICE SUPPLIES	103040-6315 Office Supplies	ELAN02062	24.46	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	OFFICE SUPPLIES	103040-6315 Office Supplies	ELAN02062	31.51	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	OFFICE SUPPLIES	103040-6315 Office Supplies	ELAN02062	32.59	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	OFFICE SUPPLIES	103040-6315 Office Supplies	ELAN02062	33.78	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	OFFICE SUPPLIES	103040-6315 Office Supplies	ELAN02062	35.89	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	HR SUPPLIES - REFUND CREDIT	101512-6315 Office Supplies	ELAN02062	18.32	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	ADMIN/HR OFFICE SUPPLIES	101512-6315 Office Supplies	ELAN02062	18.47	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	HR/ADMIN SUPPLIES	101512-6315 Office Supplies	ELAN02062	23.06	JANUARY24		00018556	04/29/2024

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MW OH	ELAN CORPORATE PAYMENTS V012768	ADMIN / HR OFFICE SUPPLIES	101512-6315 Office Supplies	ELAN02062	34.36	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	HR SUPPLIES - TIME STAMP	101512-6315 Office Supplies	ELAN02062	44.42	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	RISK MGR OFFICE SUPPLIES	101512-6315 Office Supplies	ELAN02062	90.47	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	CITY CLERK OFFICE SUPPLIES	101513-6315 Office Supplies	ELAN02062	20.65	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	DAMIEN PLAQUE /GOLD	101513-6315 Office Supplies	ELAN02062	167.50	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	CITY CLERK OFFICE SUPPLIES	101513-6315 Office Supplies	ELAN02062	196.78	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	ROCKER PATCHES	101515-6360 Uniforms	ELAN02062	152.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	REFUND FOR DSD STAFF UNIFORMS	102531-6360 Uniforms	ELAN02062	-44.68	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	UNIFORMS FOR DSD STAFF	102531-6360 Uniforms	ELAN02062	48.23	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	UNIFORM	102531-6360 Uniforms	ELAN02062	53.44	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	CITY ATTIRE FOR JEFF CORTEZ	101511-6360 Uniforms	ELAN02062	380.28	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	GAS FOR CS TRUCK	104071-6345 Gasoline & Diesel Fuel	ELAN02062	100.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	GAS FOR SMALL CS TRUCK	104071-6345 Gasoline & Diesel Fuel	ELAN02062	61.62	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS V012768	GAS FOR CS TRUCK	104071-6345 Gasoline & Diesel Fuel	ELAN02062	129.70	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENTS	GAS FOR CS TRUCK	104071-6345	ELAN02062	152.22	JANUARY24		00018556	04/29/2024

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	V012768		Gasoline & Diesel Fuel						
MW OH	ELAN CORPORATE PAYMENT V012768	DRY CLEANERS FOR DEPT. CLOTHS	104071-6360 Uniforms	ELAN02062	76.40	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	RAIN GEAR FOR MAINTENANCE	104071-6360 Uniforms	ELAN02062	92.12	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	HARD HAT	103043-6360 Uniforms	ELAN02062	42.94	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GLOVES FOR JAIL & PATROL	103043-6360 Uniforms	ELAN02062	1,045.87	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	ACADEMY PT GEAR - SERVIN	103041-6360 / 50044-6360 Uniforms	ELAN02062	70.67	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	ACADEMY PT GEAR - SERVIN	103041-6360 / 50044-6360 Uniforms	ELAN02062	157.33	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	STORAGE CABINET	103066-6355 Small Furniture & Fixture	ELAN02062	238.15	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	STORAGE RACK FOR S2	103066-6355 Small Furniture & Fixture	ELAN02062	283.85	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	2V BATTERY AND CHARGER	103654-6350 Small Tools/Equipment	ELAN02062	58.12	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	RESCUE CRIBBING	101514-6362 Emergency Medical Supplies	ELAN02062	194.08	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	WEBCAM USB FLASH DRIVES	799700-6364 Computer Hardware	ELAN02062	88.32	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	IPAD	799800-6364 Computer Hardware	ELAN02062	718.42	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	27-2/26 MCV DIRECT TV SVS	103041-6366 Web Based Service/Subscriptions	ELAN02062	101.39	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	ANNUAL SUBSCRIPTION	101534-6366 Web Based Service/Subscriptions	ELAN02062	319.95	JANUARY24		00018556	04/29/2024

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MW OH	ELAN CORPORATE PAYMENT V012768	ZOOM ANNUAL PAYMENT	101523-6366 Web Based Service/Subscriptions	ELAN02062	569.15	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	DIGITAL SUBSCRIPTION-4 WEEKS	101001-6366 Web Based Service/Subscriptions	ELAN02062	16.00	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	APP FOR PW INSPECTOR	103550-6365 Computer Software	ELAN02062	108.77	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TRAINING LAPTOP AND HEADSETS	101515-6364 Computer Hardware	ELAN02062	733.59	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	HOUSEKEEPING ITEMS	101515-6399 Other Supplies	ELAN02062	72.13	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	BALLOONS FOR DISPATCH	104071-6399 Other Supplies	ELAN02062	42.12	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	PLASTIC TOTES FOR STORAGE	104071-6399 Other Supplies	ELAN02062	150.76	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	SUPPLIES FOR DEPARTMENT	104071-6399 Other Supplies	ELAN02062	387.26	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	IPAD CASE FOR HLO	103041-6399 Other Supplies	ELAN02062	100.91	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	INSULATED FOOD CARRIERS	101001-6399 Other Supplies	ELAN02062	-110.96	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	INSULATED FOOD CARRIERS	101001-6399 Other Supplies	ELAN02062	295.18	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	BATTERIES	103043-6399 Other Supplies	ELAN02062	49.98	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	BATTERIES	103043-6399 Other Supplies	ELAN02062	162.21	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	GLOVES FOR PD PATROL	103043-6399 Other Supplies	ELAN02062	926.37	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT	EVIDENCE COLLECTION SUPPLIES	103043-6399	ELAN02062	1,023.40	JANUARY24		00018556	04/29/2024

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	V012768		Other Supplies						
MW OH	ELAN CORPORATE PAYMENT V012768	FINGERPRINT PADS	103040-6399 Other Supplies	ELAN02062	116.46	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	REMOVE PHOTO FROM FRAME	103040-6399 Other Supplies	ELAN02062	26.94	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	SAND BAGS	103652-6399 Other Supplies	ELAN02062	154.65	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	FACILITIES SUPPLIES	103654-6399 Other Supplies	ELAN02062	12.55	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CITY HALL HEATERS	103654-6399 Other Supplies	ELAN02062	86.16	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CH SUPPLIES	103654-6399 Other Supplies	ELAN02062	139.64	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	SENIOR CENTER SUPPLIES	104079-6401 Community Programs	ELAN02062	203.71	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	COFFEE SUPPLIES	109595-6399 Other Supplies	ELAN02062	23.99	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TINY TOT PRINTING SERVICES	104071-6401 / 22401-6401 Community Programs	ELAN02062	4.34	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TET'S DANCE SUPPLIES	104071-6401 Community Programs	ELAN02062	31.48	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TINY TOTS SUPPLIES	104071-6401 / 22401-6401 Community Programs	ELAN02062	38.07	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TET'S DANCE SUPPLIES	104071-6401 Community Programs	ELAN02062	41.30	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CCB - STORAGE BINS	104072-6401 Community Programs	ELAN02062	109.78	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CCB - STORAGE BINS	104072-6401 Community Programs	ELAN02062	161.43	JANUARY24		00018556	04/29/2024

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MW OH	ELAN CORPORATE PAYMENT V012768	HEATERS FOR SENIOR CENTER	104074-6401 Community Programs	ELAN02062	-426.69	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	HEATERS FOR SENIOR CENTER	104074-6401 Community Programs	ELAN02062	426.69	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TINY TOTS SUPPLIES	104071-6401 / 22401-6401 Community Programs	ELAN02062	48.81	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TINY TOTS SUPPLIES	104071-6401 / 22401-6401 Community Programs	ELAN02062	116.31	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	TINY TOTS SUPPLIES	104071-6401 / 22401-6401 Community Programs	ELAN02062	154.60	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	LET'S DANCE DINNER	104071-6401 Community Programs	ELAN02062	184.90	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	OFFICE HEATER	101512-6845 Office Equipment	ELAN02062	73.40	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	RISK MGR ROLLING CABINET	101512-6845 Office Equipment	ELAN02062	103.29	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	CREDIT CARD MACHINE CHARGER	103040-6845 Office Equipment	ELAN02062	11.71	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	SHREDDERS	103043-6845 Office Equipment	ELAN02062	707.08	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	OFFICE SIGNS FOR CITY HALL	103654-6855 Furniture & Fixtures	ELAN02062	193.95	JANUARY24		00018556	04/29/2024
MW OH	ELAN CORPORATE PAYMENT V012768	REPLACEMENT OFFICE NAME SIGNS	103654-6855 Furniture & Fixtures	ELAN02062	390.48	JANUARY24		00018556	04/29/2024
<b>Check Total:</b>					<b>65,145.58</b>				
MW OH	ALDWIR, MAMOUN E000113	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	870.44	MAY-24		00018557	04/30/2024
<b>Check Total:</b>					<b>870.44</b>				
MW OH	ANDERSON, MARLA	MAY MEDICAL REIMBURSEMENT	395083-5161	RETMAY24	527.78	MAY-24		00018558	04/30/2024

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	E000071		Health Insurance Premiums						
				<b>Check Total:</b>	<b>527.78</b>				
MW OH	ARMSTRONG, JOHN T E000046	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	1,137.00	MAY-24		00018559	04/30/2024
				<b>Check Total:</b>	<b>1,137.00</b>				
MW OH	AUDISS, JAY SCOTT E000125	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	2,256.00	MAY-24		00018560	04/30/2024
				<b>Check Total:</b>	<b>2,256.00</b>				
MW OH	BABCOCK, CHARLES A E000015	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	308.00	MAY-24		00018561	04/30/2024
				<b>Check Total:</b>	<b>308.00</b>				
MW OH	BEALS, SHARLENE E000076	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	185.39	MAY-24		00018562	04/30/2024
				<b>Check Total:</b>	<b>185.39</b>				
MW OH	BERMUDEZ, ALBERT E000124	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	547.69	MAY-24		00018563	04/30/2024
				<b>Check Total:</b>	<b>547.69</b>				
MW OH	BUNNELL, DONALD E000062	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	527.78	MAY-24		00018564	04/30/2024
				<b>Check Total:</b>	<b>527.78</b>				
MW OH	BURGNER, ARTHUR E000074	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	527.78	MAY-24		00018565	04/30/2024
				<b>Check Total:</b>	<b>527.78</b>				
MW OH	BUSSE, MICHAEL E000131	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	1,612.85	MAY-24		00018566	04/30/2024
				<b>Check Total:</b>	<b>1,612.85</b>				
MW OH	CHANDLER, JOHN P	MAY MEDICAL REIMBURSEMENT	395083-5161	RETMAY24	1,879.80	MAY-24		00018567	04/30/2024

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	E000109		Health Insurance Premiums						
				<b>Check Total:</b>	<b>1,879.80</b>				
MW OH	CHANG, ROBERT E000107	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	1,282.00	MAY-24		00018568	04/30/2024
				<b>Check Total:</b>	<b>1,282.00</b>				
MW OH	COBBETT, GEOFFREY E000007	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	527.78	MAY-24		00018569	04/30/2024
				<b>Check Total:</b>	<b>527.78</b>				
MW OH	COOK, ARLENE M E000018	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	527.78	MAY-24		00018570	04/30/2024
				<b>Check Total:</b>	<b>527.78</b>				
MW OH	D'AMATO, ROBERT E000056	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	185.39	MAY-24		00018571	04/30/2024
				<b>Check Total:</b>	<b>185.39</b>				
MW OH	DAVID, PRESTON E000112	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	527.78	MAY-24		00018572	04/30/2024
				<b>Check Total:</b>	<b>527.78</b>				
MW OH	DAVIS, CAROLYN E000005	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	185.39	MAY-24		00018573	04/30/2024
				<b>Check Total:</b>	<b>185.39</b>				
MW OH	DEAN, ANDREW E000135	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	1,815.00	MAY-24		00018574	04/30/2024
				<b>Check Total:</b>	<b>1,815.00</b>				
MW OH	DELOS SANTOS, JAMIE E000045	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	229.55	MAY-24		00018575	04/30/2024
				<b>Check Total:</b>	<b>229.55</b>				
MW OH	DICKSON, ROBERTA JO	MAY MEDICAL REIMBURSEMENT	395083-5161	RETMAY24	185.39	MAY-24		00018576	04/30/2024

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	E000011		Health Insurance Premiums						
				<b>Check Total:</b>	<b>185.39</b>				
MW OH	DOWNEY, CAROL E000082	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	527.78	MAY-24		00018577	04/30/2024
				<b>Check Total:</b>	<b>527.78</b>				
MW OH	ECKENRODE, NORMAN E000029	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	527.78	MAY-24		00018578	04/30/2024
				<b>Check Total:</b>	<b>527.78</b>				
MW OH	ESCOBOSA, LILLIAN E000055	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	291.15	MAY-24		00018579	04/30/2024
				<b>Check Total:</b>	<b>291.15</b>				
MW OH	ESPINOZA, ROSALINDA E000016	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	565.00	MAY-24		00018580	04/30/2024
				<b>Check Total:</b>	<b>565.00</b>				
MW OH	FRICKE, JUERGEN E000075	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	873.00	MAY-24		00018581	04/30/2024
				<b>Check Total:</b>	<b>873.00</b>				
MW OH	FULLER, GLENN H E000081	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	873.00	MAY-24		00018582	04/30/2024
				<b>Check Total:</b>	<b>873.00</b>				
MW OH	GALLANT, KAREN E000008	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	527.78	MAY-24		00018583	04/30/2024
				<b>Check Total:</b>	<b>527.78</b>				
MW OH	GARNER, JO ANN E000047	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	185.39	MAY-24		00018584	04/30/2024
				<b>Check Total:</b>	<b>185.39</b>				
MW OH	GARNER, KITTY	MAY MEDICAL REIMBURSEMENT	395083-5161	RETMAY24	870.44	MAY-24		00018585	04/30/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000080		Health Insurance Premiums						
				<b>Check Total:</b>	<b>870.44</b>				
MW OH	GRIMM, DENNIS L E000042	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	308.00	MAY-24		00018586	04/30/2024
				<b>Check Total:</b>	<b>308.00</b>				
MW OH	HOLTSCLAW, KATHERINE E000121	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	565.00	MAY-24		00018587	04/30/2024
				<b>Check Total:</b>	<b>565.00</b>				
MW OH	IRVINE, SUZETTE E000019	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	527.78	MAY-24		00018588	04/30/2024
				<b>Check Total:</b>	<b>527.78</b>				
MW OH	JENKINS, ROBERT E000084	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	739.30	MAY-24		00018589	04/30/2024
				<b>Check Total:</b>	<b>739.30</b>				
MW OH	JOHNSON, SHARON E000099	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	185.39	MAY-24		00018590	04/30/2024
				<b>Check Total:</b>	<b>185.39</b>				
MW OH	JONES, ROBERT E000053	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	184.72	MAY-24		00018591	04/30/2024
				<b>Check Total:</b>	<b>184.72</b>				
MW OH	JUAREZ, JANET E000134	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	184.72	MAY-24		00018592	04/30/2024
				<b>Check Total:</b>	<b>184.72</b>				
MW OH	JUDD, TERRELL E000115	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	870.44	MAY-24		00018593	04/30/2024
				<b>Check Total:</b>	<b>870.44</b>				
MW OH	KIRKLAND, RICHARD L	MAY MEDICAL REIMBURSEMENT	395083-5161	RETMAY24	184.72	MAY-24		00018594	04/30/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000110		Health Insurance Premiums						
				<b>Check Total:</b>	<b>184.72</b>				
MW OH	LITTLE, DIANE M E000098	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	291.15	MAY-24		00018595	04/30/2024
				<b>Check Total:</b>	<b>291.15</b>				
MW OH	LOOMIS, CORINNE E000122	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	565.00	MAY-24		00018596	04/30/2024
				<b>Check Total:</b>	<b>565.00</b>				
MW OH	LOWREY, B J E000041	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	308.00	MAY-24		00018597	04/30/2024
				<b>Check Total:</b>	<b>308.00</b>				
MW OH	MAERTZWEILER, MICHAEL E000032	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	527.78	MAY-24		00018598	04/30/2024
				<b>Check Total:</b>	<b>527.78</b>				
MW OH	MILANO, JAMES E000054	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	527.78	MAY-24		00018599	04/30/2024
				<b>Check Total:</b>	<b>527.78</b>				
MW OH	MILLER, RICHARD E000106	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	1,137.00	MAY-24		00018600	04/30/2024
				<b>Check Total:</b>	<b>1,137.00</b>				
MW OH	NAJERA, JOSEPH D. E000136	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	565.00	MAY-24		00018601	04/30/2024
				<b>Check Total:</b>	<b>565.00</b>				
MW OH	OLEA, ARLENE J E000014	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	527.78	MAY-24		00018602	04/30/2024
				<b>Check Total:</b>	<b>527.78</b>				
MW OH	PALMER, GEORGE	MAY MEDICAL REIMBURSEMENT	395083-5161	RETMAY24	873.00	MAY-24		00018603	04/30/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000094		Health Insurance Premiums						
				<b>Check Total:</b>	<b>873.00</b>				
MW OH	PASCARELLA, RICHARD E000129	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	2,095.45	MAY-24		00018604	04/30/2024
				<b>Check Total:</b>	<b>2,095.45</b>				
MW OH	PASCUA, RAYNALD E000114	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	1,720.00	MAY-24		00018605	04/30/2024
				<b>Check Total:</b>	<b>1,720.00</b>				
MW OH	PASPALL, MIHAJLO E000085	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	526.44	MAY-24		00018606	04/30/2024
				<b>Check Total:</b>	<b>526.44</b>				
MW OH	PEREZ, ROBERT E000111	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	184.72	MAY-24		00018607	04/30/2024
				<b>Check Total:</b>	<b>184.72</b>				
MW OH	PICHON, WALTER E000103	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	291.15	MAY-24		00018608	04/30/2024
				<b>Check Total:</b>	<b>291.15</b>				
MW OH	PINEDA, MATEO E000127	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	492.58	MAY-24		00018609	04/30/2024
				<b>Check Total:</b>	<b>492.58</b>				
MW OH	PISCHEL, STEPHEN E000130	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	870.44	MAY-24		00018610	04/30/2024
				<b>Check Total:</b>	<b>870.44</b>				
MW OH	POINT, ERIC E000133	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	2,256.00	MAY-24		00018611	04/30/2024
				<b>Check Total:</b>	<b>2,256.00</b>				
MW OH	REDIFER, KIM R	MAY MEDICAL REIMBURSEMENT	395083-5161	RETMAY24	873.00	MAY-24		00018612	04/30/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000022		Health Insurance Premiums						
				<b>Check Total:</b>	<b>873.00</b>				
MW OH	RENDEN, BRIAN E000083	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	526.44	MAY-24		00018613	04/30/2024
				<b>Check Total:</b>	<b>526.44</b>				
MW OH	REYES, ROGER T E000024	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	527.78	MAY-24		00018614	04/30/2024
				<b>Check Total:</b>	<b>527.78</b>				
MW OH	REYNOLDS, MATTHEW E000132	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	565.00	MAY-24		00018615	04/30/2024
				<b>Check Total:</b>	<b>565.00</b>				
MW OH	RICE, RUSSELL J E000059	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	1,385.00	MAY-24		00018616	04/30/2024
				<b>Check Total:</b>	<b>1,385.00</b>				
MW OH	RIVERA, AIDA E000026	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	185.39	MAY-24		00018617	04/30/2024
				<b>Check Total:</b>	<b>185.39</b>				
MW OH	ROACH, MICHAEL E000105	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	1,879.80	MAY-24		00018618	04/30/2024
				<b>Check Total:</b>	<b>1,879.80</b>				
MW OH	ROBB, SANDRA E000043	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	185.39	MAY-24		00018619	04/30/2024
				<b>Check Total:</b>	<b>185.39</b>				
MW OH	ROSE, RICHARD D E000050	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	870.44	MAY-24		00018620	04/30/2024
				<b>Check Total:</b>	<b>870.44</b>				
MW OH	RUIZ, ARNULFO	MAY MEDICAL REIMBURSEMENT	395083-5161	RETMAY24	1,287.00	MAY-24		00018621	04/30/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000138		Health Insurance Premiums						
				<b>Check Total:</b>	<b>1,287.00</b>				
MW OH	SALE, LEE R E000031	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	527.78	MAY-24		00018622	04/30/2024
				<b>Check Total:</b>	<b>527.78</b>				
MW OH	SANCHEZ, LAURA E000058	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	185.39	MAY-24		00018623	04/30/2024
				<b>Check Total:</b>	<b>185.39</b>				
MW OH	SCHLIEDER, BEVERLY E000120	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	870.44	MAY-24		00018624	04/30/2024
				<b>Check Total:</b>	<b>870.44</b>				
MW OH	SMITH, WARD E000128	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	722.70	MAY-24		00018625	04/30/2024
				<b>Check Total:</b>	<b>722.70</b>				
MW OH	SOTO, PHILIP J E000052	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	527.78	MAY-24		00018626	04/30/2024
				<b>Check Total:</b>	<b>527.78</b>				
MW OH	SPRAGUE, GARY A E000064	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	1,679.00	MAY-24		00018627	04/30/2024
				<b>Check Total:</b>	<b>1,679.00</b>				
MW OH	STEPHEN, JEFFREY E000119	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	870.44	MAY-24		00018628	04/30/2024
				<b>Check Total:</b>	<b>870.44</b>				
MW OH	TAYLOR, DAVID M E000088	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	578.00	MAY-24		00018629	04/30/2024
				<b>Check Total:</b>	<b>578.00</b>				
MW OH	TAYLOR, LINDA	MAY MEDICAL REIMBURSEMENT	395083-5161	RETMAY24	565.00	MAY-24		00018630	04/30/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000126		Health Insurance Premiums						
				<b>Check Total:</b>	<b>565.00</b>				
MW OH	THOMANN, DARYLL L E000101	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	527.78	MAY- 24		00018631	04/30/2024
				<b>Check Total:</b>	<b>527.78</b>				
MW OH	TRIFOS, WILLIAM E000104	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	873.00	MAY- 24		00018632	04/30/2024
				<b>Check Total:</b>	<b>873.00</b>				
MW OH	VALENTINE, THOMAS E000118	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	1,879.80	MAY- 24		00018633	04/30/2024
				<b>Check Total:</b>	<b>1,879.80</b>				
MW OH	VERSTYNEN, WILLIAM E000092	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	184.72	MAY- 24		00018634	04/30/2024
				<b>Check Total:</b>	<b>184.72</b>				
MW OH	WAHL, KATHLEEN A E000030	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	185.39	MAY- 24		00018635	04/30/2024
				<b>Check Total:</b>	<b>185.39</b>				
MW OH	WIEST, STEPHEN E000079	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	527.78	MAY- 24		00018636	04/30/2024
				<b>Check Total:</b>	<b>527.78</b>				
MW OH	WORDEN, LARRY M E000116	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	578.00	MAY- 24		00018637	04/30/2024
				<b>Check Total:</b>	<b>578.00</b>				
MW OH	YAMAGUCHI, BRIAN E000123	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAY24	1,612.85	MAY- 24		00018638	04/30/2024
				<b>Check Total:</b>	<b>1,612.85</b>				
MW OH	ZINN, JOHN	MAY MEDICAL REIMBURSEMENT	395083-5161	RETMAY24	1,287.00	MAY- 24		00018639	04/30/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000009		Health Insurance Premiums						
				<b>Check Total:</b>	<b>1,287.00</b>				
				<b>Type Total:</b>	<b>1,295,397.54</b>				
				<b>Check Total:</b>	<b>1,295,397.54</b>				



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL  
 VIA: CITY ADMINISTRATOR  
 FROM: DIRECTOR OF DEVELOPMENT SERVICES  
 DATE: APRIL 16, 2024

### SECOND READING AND ADOPTION

Ord No. O-2024-04 Date: 5/7/2024 Item No. 1.d.

First Reading and Approval: 4/16/2024

Reviewed and Approved:

Department Head

Deputy City Clerk

**SUBJECT: ZONING CODE AMENDMENT (ZCA) NO. 2024-01 TO AMEND THE PLACENTIA MUNICIPAL CODE (PMC) CHAPTER 23.111 REGARDING AMORTIZATION OF USES AND PRESERVATION OF PROPERTY RIGHTS RELATED TO LEGAL NON-CONFORMING USES; AND, TO AMEND THE PLACENTIA MUNICIPAL CODE TO OMIT CHAPTER 23.37 TITLED "SF-C SANTA FE-COMMERCIAL DISTRICT" AND TO MAKE CONFORMING AMENDMENTS TO THE PLACENTIA MUNICIPAL CODE CHAPTER 23.08, CHAPTER 23.82, CHAPTER 23.90, AND CHAPTER 22.24 OMITTING REFERENCES TO THE "SF-C SANTA FE-COMMERCIAL DISTRICT"**

FISCAL  
 IMPACT: NONE

### SUMMARY:

On February 6, 2024, City Council adopted General Plan Amendment No. GPA 2023-01 and conducted first reading of Ordinance O-2024-01 related to Zone Change No. ZCA 2023-01. This action expanded the TOD land use designation and TOD zone by approximately 14.5 acres. As a part of the February 6, 2024 action, City Council directed Staff to amend PMC Chapter 23.111 as it relates to amortization and the treatment of existing uses within the TOD Zone, including the expanded TOD Zone. Staff was directed to work with the City Attorney to prepare an ordinance amending Chapter 23.111 to clarify that intent, and to return at the earliest opportunity. Secondly, Staff has initiated an amendment to the Placentia Municipal Code (PMC) to omit Chapter 23.37 titled "SF-C Santa Fe-Commercial District" and to make conforming amendments to the Placentia Municipal Code.

### RECOMMENDATION:

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

1. Open the public hearing concerning Zoning Code Amendment (ZCA) No. 2024-01; and
2. Receive the Staff report, consider all Public Testimony, ask any questions of Staff, and
3. Close the public hearing; and

**1.d.**  
**May 7, 2024**

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

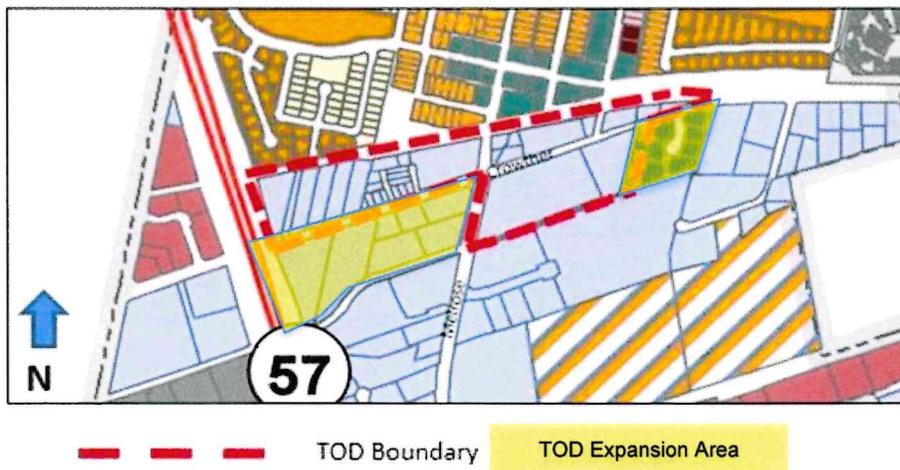
**STRATEGIC PLAN STATEMENT:**

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

Implementation of Housing Element Strategies, Objective Number 3.10. This agenda item is related to a Zoning Code Amendment which will result in the creation of opportunities for the development of more housing in the City, including a mix of housing at various price points.

**BACKGROUND:**

On February 6, 2024, City Council adopted General Plan Amendment No. GPA 2023-01 and Zone Change No. ZCA 2023-01. This action expanded the TOD land use designation and TOD zone by approximately 14.5 acres as shown below:



When City Council approved GPA 2023-01 and conducted first reading of Ordinance O-2024-01 related to ZCA 2023-01 on February 6, 2024, they gave additional direction to Staff related to the item. As part of their action, City Council directed staff to amend PMC Chapter 23.111 as it relates to amortization and the treatment of existing uses within the TOD Zone, including the expanded TOD Zone. City Council direction included the intent that existing uses be entitled to continue in accordance with PMC Chapter 23.84 (Nonconforming Uses and Buildings) and retaining the secondary use rights set forth in PMC Chapter 23.111.060(c). Staff was directed to work with the City Attorney to prepare an ordinance amending Chapter 23.111 to clarify that intent, and to return at the earliest opportunity.

In 2017, the Old Town Placentia Revitalization Plan and Old Town (OT) Zoning standards were adopted. Most of what is now zoned OT used to be zoned Santa Fe-Commercial (SF-C). As part of ZCA 2024-01, Staff proposes omitting the SF-C language throughout the Municipal Code.

### **DISCUSSION:**

ZCA 2024-01 has been prepared to address the February 6, 2024 City Council direction related to the TOD Zone and address Code consistency issues unrelated to the TOD Zone:

#### **TOD Zone**

ZCA 2024-01 would amend the Placentia Municipal Code (PMC) Chapter 23.111 as it relates to amortization of uses and preservation of property rights related to legal non-conforming uses. On February 6, 2024, City Council directed Staff to amend PMC Chapter 23.111 as it relates to amortization and the treatment of existing uses within the TOD Zone, including the expanded TOD Zone. City Council direction included the intent that uses existing under the previous zoning be entitled to continue in accordance with PMC Chapter 23.84 (Nonconforming Uses and Buildings). City Council direction also included the intent that property owners retain the secondary use rights set forth in PMC Chapter 23.111.060(c). As directed, Staff has prepared a Zoning Code Amendment to clarify that intent (Attachment 1, Exhibit A).

#### **SF-C Zone**

Secondly, Staff has initiated an amendment to the Placentia Municipal Code (PMC) to omit Chapter 23.37 titled "SF-C Santa Fe-Commercial District" and to make conforming amendments to the Placentia Municipal Code (PMC) Chapter 23.08, Chapter 23.82, Chapter 23.90, and Chapter 22.24 omitting references to the "SF-C Santa Fe-Commercial District". In 2017, the Old Town Placentia Revitalization Plan and Old Town (OT) Zoning standards were adopted. Most of what is now zoned OT used to be zoned Santa Fe-Commercial (SF-C). As part of ZCA 2024-01, Staff proposes omitting the SF-C language throughout the Municipal Code. No properties in the City of Placentia are now zoned SF-C, therefore Staff proposes omitting this from the City's list of Zones and omitting all references to the SF-C (Attachment 1, Exhibit B).

**CEQA:**

In accordance with the California Environmental Quality Act (CEQA) and State and local Environmental Guidelines, Staff and the City of Placentia Planning Commission recommend that City Council adopt a Common Sense Exemption pursuant to Section 15061 (b)(3) of the State CEQA Guidelines in that the proposed project (Zoning Code Amendment) will not result in changes to the existing physical environment, and the physical environment will not be modified as a result of its adoption. Upon City Council adoption of a finding of a Common Sense exemption, a Notice of Exemption will be filed.

**Recommending Body Determination**

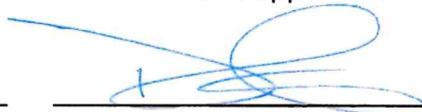
On March 12, 2024, the Planning Commission conducted a Public Hearing regarding Zoning Code Amendment (ZCA) No. 2024-01 and recommended approval of the Staff recommended actions to City Council. It should also be noted that as of April 9, 2024, Staff has received one comment letter in support of the ZCA, attached.

Prepared by:



Joseph M. Lambert  
Director of Development Services

Reviewed and approved:



Damien R. Arrula  
City Administrator

**Attachments:**

1. Ordinance No. O-2024-04
  - a. Exhibit A: Revisions to PMC related to Chapter 23.111.060 (TOD)
  - b. Exhibit B: Revisions to PMC related to SF-C
2. Correspondence Received

**ORDINANCE NO. O-2024-04**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, FINDING THAT APPROVAL OF ZONING CODE AMENDMENT NO. 2024-01 IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA SECTION 15061(B)(3) AND APPROVING ZONING CODE AMENDMENT NO. 2024-01 AMENDING THE PLACENTIA MUNICIPAL CODE, CHAPTER 23.111 REGARDING AMORTIZATION OF USES AND PRESERVATION OF PROPERTY RIGHTS RELATED TO LEGAL NON-CONFORMING USES; AND, TO AMEND THE PLACENTIA MUNICIPAL CODE TO OMIT CHAPTER 23.37 TITLED “SF-C SANTA FE-COMMERCIAL DISTRICT” AND TO MAKE CONFORMING AMENDMENTS TO THE PLACENTIA MUNICIPAL CODE CHAPTER 23.08, CHAPTER 23.82, CHAPTER 23.90, AND CHAPTER 22.24 OMITTING REFERENCES TO THE “SF-C SANTA FE COMMERCIAL DISTRICT”**

City Attorney’s Summary

This Ordinance would result in an amendment to the Placentia Municipal Code Chapter 23.111 as it relates to amortization and the treatment of existing uses within the TOD Zone; and would amend the Placentia Municipal Code to omit Chapter 23.37 titled “SF-C Santa Fe-Commercial District” and to make conforming amendments to the Placentia Municipal Code Chapter 23.08, Chapter 23.82, Chapter 23.90, and Chapter 22.24 omitting references to the “SF-C Santa Fe Commercial District”

**WHEREAS**, the City of Placentia wishes to amend 23.111 of the Placentia Municipal Code as it relates to amortization and the treatment of existing uses within the TOD Zone and wishes to amend the Placentia Municipal Code to omit Chapter 23.37 titled “SF-C Santa Fe-Commercial District” and to make conforming amendments to the Placentia Municipal Code Chapter 23.08, Chapter 23.82, Chapter 23.90, and Chapter 22.24 omitting references to the “SF-C Santa Fe-wishes to Commercial District”; and

**WHEREAS**, on March 12, 2024, the Planning Commission of the City of Placentia conducted, and concluded a duly public hearing, as required by law, to review and take action on Zoning Code Amendment (ZCA) No. 2024-01, at which time it considered all evidence presented, whether written or oral. The Planning Commission recommended that the City Council of the City of Placentia adopt a “Common Sense” exemption under Section 15061 (b)(3) of the State CEQA Guidelines and the City of Placentia Environmental Guidelines regarding Zoning Code Amendment (ZCA) No. 2024-01; and

**WHEREAS**, on April 16, 2024, the City Council of the City of Placentia conducted, and concluded a duly public hearing, as required by law, to review and take action on Zoning Code Amendment (ZCA) No. 2024-01, at which time it considered all evidence presented, whether written or oral; and

**WHEREAS**, the City of Placentia provided notice of the City Council’s public hearing in accordance with California Government Code Section 65090 and the City of Placentia Municipal Code Section 23.96.030; and

**WHEREAS**, all other prerequisites to the adoption of this Ordinance have occurred.

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

**SECTION 1.** In all respects as set forth in the Recitals of this Ordinance.

**SECTION 2. Severability.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one (1) or more subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, or invalid, or ineffective, provided the basic purposes of this Ordinance and the benefits to the City and the public are not substantially impaired.

**SECTION 3. CEQA.** The City Council certifies that the City has complied with all requirements of the California Environmental Quality Act and the City of Placentia Environmental Guidelines as codified in Title 14 of the California Code of Regulations (“CCR”) Section 15000 et. seq., Public Resources Code Section 21000 et. seq. and the City of Placentia Environmental Guidelines, and the City Council finds as follows: Regarding project no. Zoning Code Amendment (ZCA) No. 2024-01, in accordance with the California Environmental Quality Act (CEQA) and State and local Environmental Guidelines, the City of Placentia City Council hereby adopts a Statutory Exemption from CEQA pursuant to the “Common Sense” exemption under Section 15061 (b)(3) of the State CEQA Guidelines, which states: “A project is exempt from CEQA if: the activity is covered by the Common Sense exemption that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.”

**SECTION 4.** The City Council hereby approves Zoning Code Amendment (ZCA) No. 2024-01 amending the text of a portion of the Placentia Municipal Code as follows:

- a. Approve an amendment to the Official Zoning Code, Title 23 of the Placentia Municipal Code of the City of Placentia, attached hereto as Exhibit “A” (Zoning Code Amendment 2024-01) and incorporated herein by this reference, whereby Chapter 23.111 is amended regarding amortization of uses and preservation of property rights related to legal non-conforming uses.
- b. Approve an amendment to the Placentia Municipal Code of the City of Placentia, attached hereto as Exhibit “B” (Zoning Code Amendment 2024-01) and

incorporated herein by this reference, whereby the Placentia Municipal Code is amended to omit Chapter 23.37 titled “SF-C Santa Fe-Commercial District” and to make conforming amendments to the Placentia Municipal Code Chapter 23.08, Chapter 23.82, Chapter 23.90, And Chapter 22.24 omitting references to the “SF-C Santa Fe-Commercial District”.

**SECTION 5.** The City Council finds, in accordance with the requirements of Chapter 23.96 (“Amendments”) of the Placentia Municipal Code, that the proposed amendments to the Municipal Code will not be detrimental to the health, safety or general welfare of the persons residing or working within the city, and that it will not be injurious to property or improvements within the city. The City Council also finds that the amendment is consistent with the latest adopted General Plan.

**SECTION 6. Effective Date.** This Ordinance shall take effect on the 31<sup>st</sup> day after adoption.

**SECTION 7. Certification.** The City Clerk shall certify the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a publication of general circulation.

**INTRODUCED** at a regular meeting of the City Council of the City of Placentia held on April 16<sup>th</sup>, 2024.

**PASSED, APPROVED AND ADOPTED this 7<sup>th</sup> day of May 2024.**

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Jeremy Yamaguchi, Mayor

ATTEST:

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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 16<sup>th</sup> day of April 2024, and adopted at a regular meeting of the City Council of the City of Placentia, held on the 7<sup>th</sup> day of May 2024 by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:  
ABSTAINED: Councilmembers:

ATTEST:

---

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

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Christian L. Bettenhausen, City Attorney

Attachments:

Exhibit A: Ordinance language amending Placentia Municipal Code (Zoning Code Amendment 2024-01) revising Chapter 23.111.060 related to amortization of uses and preservation of property rights related to legal non-conforming uses.

Exhibit B: Ordinance language amending Placentia Municipal Code (Zoning Code Amendment 2024-01) omitting Chapter 23.37 titled "Sf-C Santa Fe-Commercial District" and to make conforming amendments to the Placentia Municipal Code Chapter 23.08, Chapter 23.82, Chapter 23.90, And Chapter 22.24 omitting references to the "SF-C Santa Fe-Commercial District".

**EXHIBIT "A"**

**Ordinance language amending Placentia Municipal Code (Zoning Code Amendment 2024-01) revising Chapter 23.111.060 related to amortization of uses and preservation of property rights related to legal non-conforming uses**

§ Chapter 23.111.060 ~~Amortization and e~~Existing uses.

~~(a) In order to preserve private property rights, all legal uses, buildings or structures in existence immediately preceding the effective date of the ordinance codified in this chapter, may be continued to operate as a legal nonconforming use, building or structure. **The definitions for Nonconforming Use and Nonconforming Building, as well as the provisions of sections 23.84.010 and 23.84.020, shall be applicable to the TOD zone.**~~

~~(b) Five (5) years after the effective date of the ordinance codified in this chapter, the property may be sold or transferred and the legally nonconforming use, building, or structure may continue in the following circumstances:-~~

~~(1) The business/property is transferred from a parent to his/her child, from a child to his or her parent as defined in Chapter **23.04** of the municipal code.~~

~~(2) The business/property is transferred from an owner to his or her employee(s) such that the ownership does not change as defined in Chapter **23.04** of the municipal code.~~

~~(c) Notwithstanding the foregoing, five (5) years after the effective date of the ordinance codified in this chapter, the exception set forth in subsection ~~(b)~~ shall only apply if:~~

~~(1) The same use in existence as of five (5) years from the effective date of the ordinance codified in this chapter will continue to operate.~~

~~**(b) If the primary use of the business/property (not accessory uses), remains unchanged, then the secondary uses may change. Secondary uses are defined in the definitions section of this chapter. Secondary uses may also be “accessory uses” as defined in Chapter 23.04 of the PMC and which means “a use incidental, appropriate, subordinate and devoted exclusively to the main use of the lot or building”; and**~~

~~**(2-1) The building or structure is not modified or expanded; and**~~

~~**(3-2) The use, building or structure is not abandoned or discontinued for twelve (12) months or more.**~~

~~**(d c) The provisions of this section shall not apply to the Packing House, located at 341 S. Melrose Street, identified in the California Register of Historical Resources as eligible for designation as a historic resource. Due to its historical significance and the additional costs associated with bringing a historic resource that requires adaptive reuse into compliance with the TOD standards, the Packing House is exempt from amortization requirements as set forth herein.**~~

~~(e) The city shall give notice to all property owners of properties within the TOD regarding this chapter in the following manner:~~

~~**(1) Within one hundred eighty (180) days of adoption of the ordinance codified in this chapter;**~~

~~**(2) Within three (3) years after adoption of the ordinance codified in this chapter; and**~~

~~**(3) At least four (4) years after adoption of the ordinance codified in this chapter.**~~

~~Failure to provide any of the notices above shall not prevent the city from enforcing the requirements of this chapter.”~~

## **EXHIBIT "B"**

**Ordinance language amending Placentia Municipal Code (Zoning Code Amendment 2024-01) omitting Chapter 23.37 titled "SF-C Santa Fe-Commercial District" and to make conforming amendments to the Placentia Municipal Code Chapter 23.08, Chapter 23.82, Chapter 23.90, And Chapter 22.24 omitting references to the "SF-C Santa Fe-Commercial District"**

~~§ 23.37 “SF-C” — Santa Fe Commercial District.~~

~~§ 23.37.010 Purpose.~~

~~The “Santa Fe Commercial” district shall be the mechanism to enhance and promote the economic revitalization of Placentia’s original business district. Goals of the district are:~~

- ~~(1) Promote the use of architectural design consistent with the city’s historical and cultural heritage as evidenced in the area’s building and improvements.~~
- ~~(2) Foster civic pride in the area and thereby stabilize and improve property values.~~
- ~~(3) Encourage new uses and services to locate in the area.~~
- ~~(4) Prohibit those uses which are not compatible with the historic and commercial character of the district.~~
- ~~(5) Encourage the concept of “mixed” commercial and residential uses in order to foster a greater sense of community within the district.~~

~~§ 23.37.020 Boundaries.~~

~~The “Santa Fe Commercial” district shall include all those properties shown on Exhibit 1 of the ordinance codified in this chapter.~~

~~§ 23.37.030 Permitted Uses.~~

~~Permitted uses in the “SF-C” zone shall consist of businesses which are conducted within a completely enclosed building, except if permitted by Sections 23.37.046 and 23.81.165. Such uses shall include:~~

- ~~(1) Apparel stores;~~
- ~~(2) Appliance stores;~~
- ~~(3) Bicycle shops;~~
- ~~(4) Drugstores;~~
- ~~(5) Food stores, including bakeries, health food establishments, candy stores, vitamin shops;~~
- ~~(6) General merchandise stores;~~
- ~~(7) Hardware stores;~~
- ~~(8) Hobby supply stores;~~
- ~~(9) Household appliance repair;~~
- ~~(10) Jewelry stores;~~
- ~~(11) Media shops, including bookstores, newsstands, video tape outlets, etc.;~~
- ~~(12) Offices including financial institutions, real estate and insurance firms, and travel agencies; offices shall remain incidental and subordinate to the intended retail use;~~
- ~~(13) Personal service establishments including barber and beauty shops, and tailors;~~
- ~~(14) Photography studios;~~
- ~~(15) Restaurants and eating places and fast food establishments excluding drive-through establishments;~~
- ~~(16) Small outdoor seating areas per Section 23.81.165;~~
- ~~(17) Sporting goods stores;~~
- ~~(18) Stationery and office supply stores;~~
- ~~(19) Toy shops;~~

~~(20) Variety stores;~~

~~(21) Vehicle parts sales;~~

~~(22) Other uses that the planning commission finds to be in accord with the purpose of this chapter and have characteristics similar to those uses in this section.~~

~~§ 23.37.040 Uses permitted subject to obtaining a use permit.~~

~~(a) The city recognizes that certain uses, although consistent with the purpose of the “SF-C” zone, have special characteristics which have the potential to adversely affect adjoining businesses and/or property owners. These uses shall therefore be reviewed individually pursuant to the provisions of Chapter 23.87; these uses include the following:~~

~~(1) Dry cleaners;~~

~~(2) Establishments that sell alcoholic beverages including on-sale and off-sale;~~

~~(3) Large outdoor seating areas per Section 23.81.165;~~

~~(4) Laundromat;~~

~~(5) Music stores;~~

~~(6) Pet shops;~~

~~(7) Poolrooms;~~

~~(8) Mixed residential and commercial uses provided, however, that:~~

~~(A) There is or will be commercial space on the ground floor adjacent to the public right-of-way (street frontage);~~

~~(B) The parcel is of adequate size and shape to ensure compliance with all code requirements (parking, setbacks, provision for trash enclosure, etc.);~~

~~(C) The residential units are directly attached to or are set back a minimum of ten (10) feet from the commercial units;~~

~~Exception: If a parcel cannot accommodate a viable commercial use, the planning commission may approve only a residential use on the parcel.~~

~~(9) Studios including dance and music;~~

~~(10) Veterinary clinics (completely enclosed);~~

~~(11) Other uses that the planning commission finds to be in accordance with the purpose of this chapter and having characteristics similar to those uses listed in this section.~~

~~(b) In approving the use permit, the planning commission shall consider the following in addition to the findings required by Chapter 23.87: operating hours; impacts on adjacent business and/or impacts on city services; concentrations of similar uses. Also, where large assemblages of people are involved, the planning commission shall consider the ability of the operators to provide services for and control the subject number of persons.~~

~~§ 23.37.046 Outdoor sales areas.~~

~~Outdoor sales area shall be permitted within the district on a permanent basis only if at initial construction the structure(s) was originally and specifically designed to accommodate a designated outdoor sales area. Items sold in the sales area shall be clearly related to the primary commercial use.~~

~~§ 23.37.050 Development Standards.~~

~~(a) Height: The maximum allowable height of any structure in the “Santa Fe Commercial” district shall be thirty (30) feet.~~

- ~~(b) Setbacks: there shall be no required setbacks except adjacent to an alley, in which case no structure shall be located closer than five (5) feet to the edge of alley right-of-way.~~
- ~~(c) Parking: the provisions of Chapter 23.78 shall apply to parking facilities in the "Santa Fe Commercial" district. Parking areas shall remain visibly striped, readily accessible and free from encroachment by other uses.~~
- ~~(d) Signs: the provisions of Chapter 23.90 shall apply to signs in the "Santa Fe Commercial" district.~~
- ~~(e) Trash: trash enclosures shall be provided per city standards on file in the building department and shall be suitably maintained for as long as the use continues.~~
- ~~(f) Storage: outdoor storage shall be prohibited in the "Santa Fe Commercial" district.~~
- ~~(g) All uses shall be conducted within a completely enclosed building.~~
- ~~(h) No overhead doors shall be permitted along street frontages and all street doors shall be for pedestrian access only.~~

§ 23.37.060 Design guidelines.

Buildings in the "Santa Fe Commercial (SF-C)" district can be grouped into three (3) broad design categories; Main Street, Early California and Spanish Modern. The city recognizes that this district is unique and in order to encourage its continued improvement and insure compatibility, all new construction, additions or exterior modifications shall follow one of the themes listed below in subsections (1)(A) through (C) of this section.

~~(1) Design Themes.~~

~~(A) Main Street Theme. Key elements shall include:~~

- ~~(i) Brick facades with decorative inserts;~~
- ~~(ii) Cornices and corbels;~~
- ~~(iii) Double hung windows on the second story;~~
- ~~(iv) Display windows with raised sills (minimum two (2) feet six (6) inches from floor) along store fronts;~~
- ~~(v) Transoms;~~
- ~~(vi) Recessed entries.~~

~~(B) Early California Theme. Key elements shall include:~~

- ~~(i) Heavily textured stucco facades;~~
- ~~(ii) "Massive" wood entry doors;~~
- ~~(iii) Tile and/or rough-sawn wood for trim enhancement;~~
- ~~(iv) Brick-lined arches highlighting windows;~~
- ~~(v) Earth tone colors.~~

~~(C) Spanish Modern Theme. Key elements shall include:~~

- ~~(i) Accent colored paint to highlight fascias, cornices, corbels, columns, window frames and storefronts;~~
- ~~(ii) Accent colored paint or decorative tile banding to highlight and wrap building facades, particularly between ground and belt level;~~
- ~~(iii) Thin tube neon lighting to accent major building elements such as fascias or top edges of building parapets;~~
- ~~(iv) Canopy/awnings to accentuate storefronts, entrances and windows. Second floor window awnings are specifically encouraged.~~

~~(2) Additional Requirements. All new construction, additions or exterior modifications of buildings in the "Santa Fe Commercial" district shall be subject to the following requirements:~~

~~(A) Screening: all exterior mechanical and electrical equipment and roof appurtenances shall be screened. The screen shall be designed as an integral part of the structure.~~

~~(B) Pedestrian Elements.~~

~~(i) Storefronts: entrances shall be designed and enhanced to not only add identity to the business but be easily identifiable to the public. Rear entrances shall receive the same attention and detail of design as front entrances. Storefronts shall contain large display windows.~~

~~(ii) Canopies: canopies are encouraged along zero-setback sidewalks to provide pedestrian protection and also deemphasize the long, unbroken, horizontal facade associated with zero-setback development.~~

~~(iii) Lighting: pedestrian areas shall be sufficiently lighted to promote safety and security.~~

~~(C) Landscape Elements: landscaping shall be used to enhance the design and appearance of all structures. Planters and/or planter boxes shall especially be utilized to emphasize entrances. All landscaping shall be maintained in good condition for as long as the use of any structure continues.~~

§ 23.08.010 Established.

Zoning districts are established as follows:

R-A	Residential agricultural district
R-1	Single-family residential district
R-2	Low-medium density multiple-family district
R-G	Medium density multiple-family district
R-3	High density multiple-family district
RPC	Residential planned community district
T-C	Town center district
P-V	Combining parkway vista district
C-0	Commercial office district
C-1	Neighborhood commercial district
C-2	Community commercial district
<b>SF-C</b>	<b>Santa Fe commercial district</b>
C-M	Commercial manufacturing district
M	Manufacturing district
PMD	Combining planned manufacturing district
MHP	Combining mobile home park district
O	Combining oil district
O-1	Combining oil district
PUD	Planned unit development district
SP-1	Specific Plan 1 district

SP-2	Specific Plan 2 district
SP-3	Specific Plan 3 district
SP-4	Specific Plan 4 district
SP-5	Specific Plan 5 district
SP-6	Specific Plan 6 district
SP-7	Specific Plan 7 district
SP-8	Specific Plan 8 district
TOD	Packing House district
OT	Old Town Placentia

§ 23.82.050 Location.

(a) No major or minor wireless communication facility shall be established:

(1) Within any residentially zoned or residentially designated areas of the specific plans, except upon public property that is not residential in character, including city parkland, school district property, or other public property located in a residential zoning district and provided that such communication facility is designed so as to blend in with the existing environment; or

(2) On any property that contains any legally-established residential use; or

(3) Within the ~~Santa Fe Commercial (SF-C)~~ or Town Center (T-C) zoning district; or

(4) On any property that is designated as “Historic” by the city council.

(b) Providers requesting permission to establish wireless communication facilities in the city are encouraged to find sites that are separated from residential areas to the greatest extent feasible. There shall be a minimum one hundred (100) feet of horizontal distance between any residential structure and a free-standing wireless communication facility.

(c) Major wireless communication facilities shall be encouraged to locate on properties which are located within the manufacturing (M) and commercial-manufacturing (C-M) districts.

~~§ 23.90.190 Signs in the Santa Fe commercial district.~~

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

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

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

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

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

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

~~projecting sign may be substituted in place of the business identification sign permitted pursuant to subsection (4) of this section subject to the following:~~

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

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

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

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

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

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

~~(A) Sandblasted wood or equivalent synthetic material;~~

~~(B) Internally illuminated individual channel letters;~~

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

~~(D) Canopy signs;~~

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

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

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

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

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

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

#### § 22.24.020 Widths.

Minimum alley widths shall be as follows:

(1) Alleys only in industrial or commercial zones: Right-of-way and pavement widths shall be 28 feet.

(2) Alleys only in residential zones: Right-of-way and pavement widths shall be 20 feet.

(3) Alleys abutting various zones: Right-of-way and pavement widths shall be a minimum of 20 feet and a maximum of 28 feet. Actual width to be determined by the city engineer based on the approved land use for the abutting property.

(4) **Santa Fe Commercial District:** The following alleys shall be a minimum of 15 feet in right-of-way and pavement width. The city council may increase this width upon recommendation of the city engineer where such additional width is required to improve access to abutting properties.

(A) The alley running north and south from Chapman Avenue to Center Street between Melrose Street and Main Street;

(B) The alley running north and south from approximately 200 feet south of Chapman Avenue to Center Street between Main Street and Bradford Avenue;

(C) The alleys running north and south from Center Street to the alley approximately 100 feet north of Santa Fe Avenue between Melrose Street and Main Street and between Main Street and Bradford Avenue;

- (D) The alleys running north and south from Santa Fe Avenue to 100 feet north of and 100 feet south of Santa Fe Avenue between Walnut Avenue and Melrose Street;
- (E) The alleys running north and south from approximately 400 feet north of Center Street to Santa Fe Avenue between Bradford Avenue and Alta Street.



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ACTING DIRECTOR OF PUBLIC WORKS

DATE: MAY 7, 2024

SUBJECT: **AGREEMENT FOR FUEL SALES BETWEEN THE PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT AND THE CITY OF PLACENTIA**

FISCAL  
IMPACT: AVAILABLE BUDGET: \$ 111,636 FY 2023-24 (103658-6345)

### **SUMMARY:**

The City's unleaded fuel tank was taken out of service in December 2023 due to a leak. Staff explored options to allow for continued fueling of the unleaded fleet, such as a commercial fuel card program and fueling at the Placentia-Yorba Linda Unified School District (District) Education Center. Fueling at the District allows the City to benefit from bulk fuel pricing. The City will incur a 10-cent admin fee per gallon to account for District staff time in administering the program for the City. Staff recommends the City Council approve the fuel sales agreement between the City and the District to allow the City to fuel its fleet at the District's fuel station. Separately, Staff is evaluating various options with respect to a long-term solution for fueling the City's fleet which could entail reconstructing the City's fuel island or continuing to fuel the City's fleet at the School District's facility or other retail fueling stations.

### **RECOMMENDATION:**

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

1. Approve the agreement between the Placentia-Yorba Linda Unified School District and the City of Placentia for fuel sales; and
2. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney; and
3. Authorize the City Administrator to approve future contract term extensions as may be needed.

### **STRATEGIC PLAN STATEMENT:**

There is no specific Strategic Planning Goal or Objective associated with this agenda item.

**1.e.**  
**May 7, 2024**

**DISCUSSION:**

The City's unleaded fuel tank was taken out of service in December 2023 due to a leak. Staff explored options to continue unleaded fueling of its fleet and one of those options is fueling at the Placentia-Yorba Linda Unified School District (District) yard. The District has offered to allow the City to fuel its fleet at the District's yard and benefit from the District's bulk fuel pricing. The City will incur a 10-cent admin surcharge per gallon, to cover costs associated with fuel management, programming codes, card systems and invoicing. Based upon the most recent month of fuel purchases, the City has been paying an average of \$4.59 per gallon for fuel. According to the District's FY 2023-24 fuel purchases to date, the average cost per gallon is \$4.11 per gallon. Based on these figures and including the 10-cent admin surcharge, the average cost to the City would be \$4.21 per gallon, which is an average savings of .38 cents per gallon.

The City utilizes an average of 5,500 gallons per month of unleaded fuel. Purchasing fuel from the District would save the City approximately \$25,000 per year versus purchasing through retail fuel stations. The City currently has an account with SC Fuels to fuel the City's fleet at SC Fuels stations and other retail fuel stations, and there are no card fees, transaction fees or reporting fees. There is no time commitment and the City has the option to close the fuel card account at any time without penalty. Staff recommends the City Council enter into an agreement with the District to allow the City to purchase fuel from the District while additional analysis is conducted to determine a long-term solution which could include reconstructing the City's fuel island or continuing to fuel the City's fleet at the District's yard or other retail fueling stations.

**FISCAL IMPACT:**

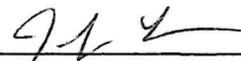
A total of \$415,000 was budgeted for fleet fuel in the FY 2023-24 Operating Budget. As such, sufficient funds exist for the recommended actions.

Prepared by:



\_\_\_\_\_  
Samantha Byfield  
Public Works Manager

Reviewed and approved:



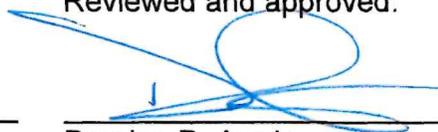
\_\_\_\_\_  
Jennifer Lampman  
Director of Finance

Reviewed and approved:



\_\_\_\_\_  
Christopher Tanio  
Acting Director of Public Works

Reviewed and approved:



\_\_\_\_\_  
Damien R. Arrula  
City Administrator

Attachment:

Agreement for Fuel Sales Between the Placentia-Yorba Linda Unified School District and the City of Placentia

**AGREEMENT FOR FUEL SALES  
BETWEEN THE PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT AND  
THE CITY OF PLACENTIA**

THIS AGREEMENT, dated the \_\_\_\_\_ day of \_\_\_\_\_, in the County of Orange, State of California, is by and between **Placentia-Yorba Linda Unified School District** (hereinafter referred to as "DISTRICT"), and the **City of Placentia**, (hereinafter referred to as "CITY").

RECITALS

- A. The District's Transportation Department maintains a central fuel site located at the District's Education Center, 1301 E. Orangethorpe Ave., Placentia, Ca. 92870
- B. This site provides fuel for District vehicles that are assigned to various departments.
- C. The Placentia-Yorba Linda Unified School District has the capability to sell fuel to other government agencies, including, but not limited to federal, State, county, and city agencies and special districts.
- D. The District wishes to sell fuel to City, and City wishes to purchase fuel from District, subject to the terms of this Agreement.

NOW THEREFORE, the District and City agree as follows:

1. **Purchase of Fuel, Use of District's Fuel Location:** The District will allow the City to purchase fuel for the City's owned, leased, or operated vehicles and equipment at the District's Education Center. Vehicles exceeding the weight that District fuel area can accommodate will not be fueled at the District Education Center. The City's cost for fuel shall be the District's current cost per gallon, plus a \$0.10 per gallon surcharge that will be used to cover costs associated with fuel management, programming codes, card systems and invoicing. The City shall pay invoices received by the District within thirty (30) days of invoice receipt.

Only authorized City vehicles will be fueled at the fueling location. Under no circumstances will City employees be allowed to fuel their personal vehicles under this Agreement.

2. **Fuel Access Devices:** The District fuel site is controlled by an automated fuel system utilizing a key card system that tracks usage of each vehicle. The District will provide sufficient fuel access keys as requested by the City for assigned vehicles. Additionally, the District will provide gate access codes to be used by the City for after-hours, weekend and holiday access to the fuel location. Upon termination of the agreement for any reason, the City will return all fuel access devices within thirty (30) days.

3. **Duties of City:** The City shall exercise reasonable care in using the District's fueling equipment and entering District property to obtain fuel. The City shall reimburse the District for all loss or damage to fueling equipment, including but not limited to fuel

access devices, caused by City or its employees. The City agrees to pay any costs incurred by the District for the cleanup and disposal of hazardous waste that may result from negligent operation of equipment by City employees. The City must immediately report to District any system malfunctions or fuel spills at the fuel site.

4. **Security Requirements:** The City agrees to take all reasonable measures to maintain site security by ensuring access gates are closed after using the fueling facility, reporting suspicious activities, and any other action deemed necessary to maintain a secure location and fuel supply.
5. **No Warranty or Representation:** The District makes no warranty or representation regarding the availability of fuel and reserves the right to restrict access to fuel or fueling facility. However, the District will make reasonable efforts to supply fuel in emergency situations.
6. **Indemnity:** The City shall be responsible for acts or omissions of the City, its officers, representatives, agents, employees or third party users under contract with the City arising out of this Agreement and which have caused or which are claimed to have caused accident, loss, injury, death or any other damage to persons or real or personal property, and shall indemnify, defend and save harmless the District, its officers, agents and employees, from and against all claims, actions, damages, liabilities and expenses, including attorneys' fees in connection therewith, without any right of contribution or indemnity from the District, its officers, representatives, agents or employees.

The District shall be responsible for acts or omissions of the District, its officers, representatives, agents, employees or third party users under contract with the District arising out of this Agreement and which have caused or which are claimed to have caused accident, loss, injury, death or any other damage to persons or real or personal property, and shall indemnify, defend and save harmless the City, its officers, agents and employees, from and against all claims, actions, damages, liabilities and expenses, including attorneys' fees in connection therewith, without any right of contribution or indemnity from the City, its officers, representatives, agents or employees.

No Indemnity for Punitive Damages. The indemnity provisions set forth in this section shall not be construed to obligate the District or City to pay any liability, including but not limited to punitive damages, which by law would be contrary to public policy or otherwise unlawful.

7. **Tort Liability:** Government Code section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement defined in Government Code section 895. Therefore, the District and City, as between themselves, pursuant to the authorization contained in Government Code sections 895.4 and 895.6, each assumes the full liability imposed upon it or any of its officers, agents, representatives or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code section 895.2. To achieve

this purpose, the District and City indemnifies and holds harmless each other for any loss, cost, or expense, including reasonable attorneys' fees that may be imposed upon or incurred by the District or City solely by virtue of Government Code section 895.2.

8. **Term and Termination:** The term of this Agreement shall be from March 13, 2024 through December 31, 2025, and may be extended for multiple years at the approval of the District and City. Either party may terminate this agreement for any reason upon ninety (90) days' notice to the other party.
9. **Audit:** Pursuant to California Government Code Section 8546.7, District and City acknowledge that every contract involving the expenditure of public funds in excess of \$10,000.00 shall be subject to audit by the State Auditor.
10. **Insurance:** City must obtain at its own expense and keep in force and effect during the term of the Agreement, including all extensions, policies of insurance or programs of self-insurance with policy limits in sufficient amounts to cover any and all potential liabilities of City hereunder. The applicable minimum limits shall in no way limit the City's indemnification obligations.
11. **Maintenance:** The fuel system shall be operated and maintained by the District, and all costs, including but not limited to maintenance costs, fees, and expenses, including any permit fees, associated therewith shall be borne by the District. Any damages to the fueling system, caused by the City, shall be paid by the City.
12. **Inspection:** The City has the right, upon not less than forty-eight (48) hours' notice to the District, to inspect all fuel records pertaining to this agreement.
13. **Parties Use:** Because of the business nature of the District, the City will have access to the District fuel pumps Monday through Friday, before 7:00 A.M., after 4:15 P.M. and between 11:00 A.M. to 1:00 P.M. Fuel pumps will be accessible Saturday, Sundays and Holidays at any time, provided there is no maintenance being performed on the pumps.
14. **Amendment:** This Agreement may be amended or modified only by an Agreement in writing approved by the governing body of the District and City.
15. **Conflict of Interest:** No director, officer, official, representative, agent or employee of the District or the City shall have any financial interest, direct or indirect, in this Agreement.
16. **Notices:** All formal notices, demands, and communications between the District and City shall be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (iii) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to:

If to District: Placentia-Yorba Linda Unified School District  
1301 E. Orangethorpe Ave.  
Placentia, CA 92870  
Attn: Gary Stine, Assistant Superintendent

If to City: City of Placentia  
401 E. Chapman Ave.  
Placentia, CA 92870  
Attn:

17. **Severability:** If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Assignment:** The Agreement shall not be assignable by the District or City without the expressed written consent of the other Party, which consent shall not be unreasonably withheld. Any attempted assignment of this Agreement not in compliance with the terms of this Agreement shall be null and void and shall confer no rights or benefits upon the assignee.
19. **Waivers:** All waivers of any term or condition of this Agreement shall be in writing. No waiver of any term or condition shall be a waiver of any term or condition or the same term or condition at a different time.
20. **Nondiscrimination:** There shall be no discrimination by the District or City against any person on account of race, color, religion, sex, marital status, national origin, or ancestry in the performance of its obligation under this Agreement.
21. **Applicable Law:** This Agreement is executed and is to be performed in the City of Placentia, Orange County, California. This Agreement shall be governed and construed under the laws of the State of California and as if drafted by both parties hereto.
22. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.
23. **Attorney Fees:** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
24. **Entire Agreement:** This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by written notification executed by both parties to the Agreement.

In Witness Whereof the parties hereto have executed this Agreement as of the date first above written:

Placentia-Yorba Linda Unified School District

City of Placentia

\_\_\_\_\_  
Gary Stine  
Assistant Superintendent

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date



# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL  
VIA: CITY ADMINISTRATOR  
FROM: DIRECTOR OF FINANCE  
DATE: MAY 7, 2024  
SUBJECT: **FY 2023-24 THIRD QUARTER BUDGET REPORT**

FISCAL  
IMPACT:

<b>Fund</b>	<b>Revenues (Including Transfers- In)</b>	<b>Appropriations (Including Capital &amp; Transfers-Out)</b>
General Fund	(\$700,595)	\$-
Special Revenue	-	-
<b>Total</b>	<b>(\$700,595)</b>	<b>\$-</b>

### **SUMMARY:**

The City's Operating Budget is reviewed and presented to the City Council quarterly for recommended amendments and to provide current information on the financial activities of the City. Additionally, these types of quarterly reports assist City departments in communicating their financial operations throughout the fiscal year including any program changes and significant impacts to their annual budgets, as well as ensuring spending and revenues received throughout the year closely align with the adopted budget.

### **RECOMMENDATION:**

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

1. Approve the Third Quarter Budget Report and adopt Resolution No. R-2024-24, amending the City's FY 2023-24 Budget.

### **STRATEGIC PLAN STATEMENT:**

This item is consistent with the City Council approved 5-Year Strategic Goal to Ensure Long-Term Fiscal Sustainability, under Objective #1.6 Update the existing 10-Year Financial Plan.

### **DISCUSSION:**

At the June 6, 2023 City Council meeting, City Council approved the FY 2023-24 budget which included \$86.4 million in expenditures supported by \$84.9 million in revenues, with the difference supported by the use of one-time monies in various funds to address capital improvement projects. The General Fund's expenditures accounted for \$52.3 million of those expenditures, with

**1.f.**  
**May 7, 2024**

General Fund revenues adopted at \$49.8 million. Subsequently, at the Mid-Year Budget review the City Council approved proposed adjustments to the General Fund budget bringing the total expenditures to \$71.4 million, with \$64.5 million in revenues, inclusive of carryover funding from FY 2022-23 approved in the first quarter.

Since the Mid-Year report, the City has received three additional months' sales tax allocations. Through it's April allocation, sales tax is down \$388,000, or 7.2% compared to April 2023 and Staff has learned of the closure or future closure of several sales tax producers within the City, further reducing the amount of sales tax expected this fiscal year. Staff is now projecting to receive \$7.75 million in sales tax for FY 2023-24 compared to the current amended budget of \$8.25 million.

Similarly to sales tax, Measure U is also projected to be lower than its \$9.2 million budget, with the City now expecting \$8.7 million, compared to \$8.9 million last fiscal year. While managed in a separate fund, this reduction will negatively impact the transfer made to the General Fund from the Measure U fund per Policy 460 by \$200,000.

For the third quarter of FY 2023-24 there are no proposed adjustments to the expense budget. To mitigate against the further loss of revenue, the City Administrator gave direction to issue the annual Stop Spending Order, which went into effect March 21<sup>st</sup> requiring departments to cease all unnecessary spending (not contractually obligated, directly supported by revenue, or required for public safety) for the remainder of the fiscal year.

### ***FY 2024/25 Budget***

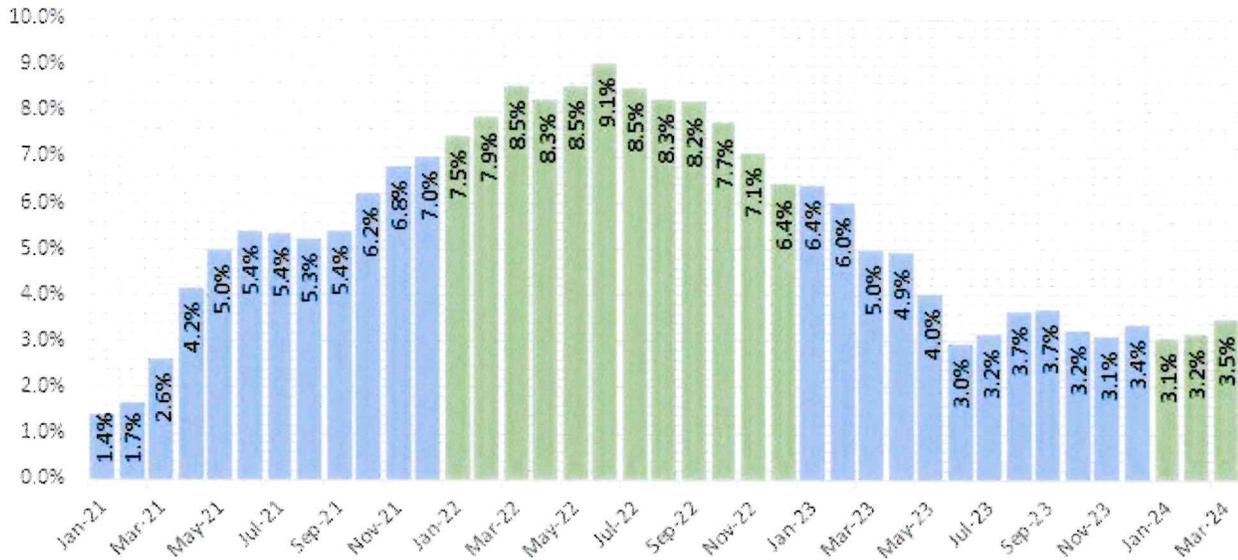
Budget preparation for the 2024-25 fiscal year is actively underway and the Proposed FY 2024/25 Budget is scheduled to be presented to the City Council on May 21, 2024. Projections for our largest revenue source, property tax, is projected to increase by approximately 9% from the Adopted FY 2023-24 budget. Offsetting this increase, however, is a continued decline in sales tax with our sales tax consultant, HdL, projecting \$8.0 million for the upcoming fiscal year, down \$767,000, or 9% from the Adopted FY 2023-24 budget.

On the expense side, costs continue to increase, several of which are outside the City's control. Known increases for FY 2024-25 include increased insurance costs, an unfunded actuarial liability (UAL) payment required to CalPERS resulting from their recent rate of returns being lower than the discount rate, countywide cost increases for the public safety 800 MHz radio system, and cost of living adjustments per negotiated Memoranda of Understanding. These are in addition to citywide increases in contract and software costs, gasoline, utilities and an overall higher cost of goods and services.

The graphic below illustrates the challenge the City is facing in preparing a balanced budget for the upcoming fiscal year(s). While the most recent CPI figure, 3.5% is lower than peak CPI figures experienced in 2022, it only represents the change consumer costs in one twelve-month period. However when looking at the cumulative impact of each month's CPI increase on the second graph below, it illustrates how the overall cost of doing business has increased dramatically since 2021.

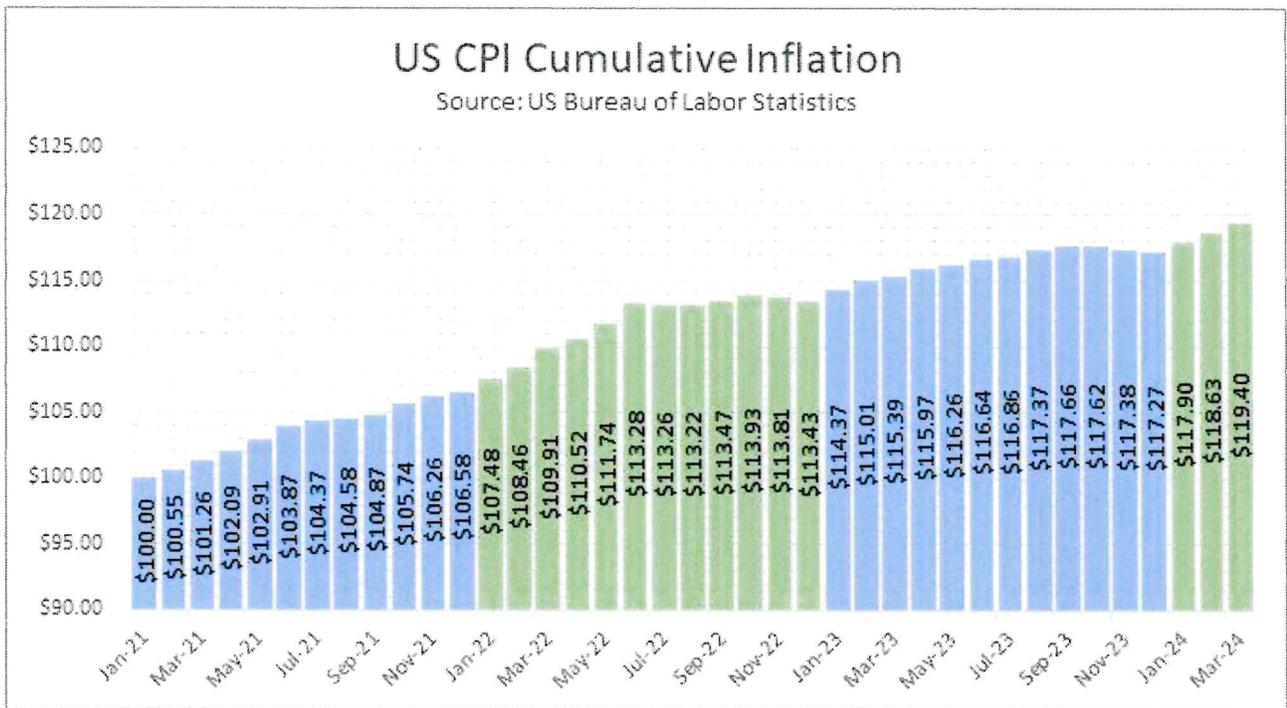
### US CPI Year-Over-Year Inflation

Source: US Bureau of Labor Statistics



### US CPI Cumulative Inflation

Source: US Bureau of Labor Statistics

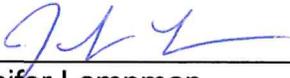


**FISCAL IMPACT:**

The fiscal impact associated with the approval of this item is summarized below with the detailed budget adjustments as listed in Exhibit A.

<b>Fund</b>	<b>Revenues</b> (Including Transfers-In)	<b>Appropriations</b> (Including Capital & Transfers-Out)
General Fund	(\$700,595)	\$-
Special Revenue	-	-
<b>Total</b>	<b>(\$700,595)</b>	<b>\$-</b>

Prepared by:



Jennifer Lampman  
Director of Finance

Reviewed and approved:



Damien R. Arrula  
City Administrator

Attachment:

- Resolution R-2024-24 – Authorizing a Budget Amendment in Fiscal Year 2023-24
- a. Exhibit A – Detailed Budget Adjustments

**RESOLUTION NO. R-2024-24**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET  
AMENDMENT IN FISCAL YEAR 2023-24 IN COMPLIANCE  
WITH CITY CHARTER OF THE CITY OF PLACENTIA  
SECTION 1206 PERTAINING TO APPROPRIATIONS FOR  
ACTUAL EXPENDITURES**

**A. Recitals.**

(i). The adopted budget for the 2023-24 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

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

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

**B. Resolution.**

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

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

2. The adopted budget for Fiscal Year 2023-24, Resolution No. R-2024-42, is hereby amended to reflect the following modifications to the FY2023-24 budget in the accounts specified:

<b>Fund</b>	<b>Description</b>	<b>Department</b>	<b>GL Account</b>	<b>Amount</b>	<b>Type</b>
See Exhibit A					

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

**PASSED, ADOPTED AND APPROVED THIS 7<sup>th</sup> DAY OF MAY 2024.**

\_\_\_\_\_  
Jeremy Yamaguchi, Mayor

ATTEST:

\_\_\_\_\_  
Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 7<sup>th</sup> day of May 2024 by the following vote:

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

\_\_\_\_\_  
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian Bettenhausen, City Attorney

Budget Reporting	Fund	Fund Description	Key	Object	Object Description	Proposed FY 2023-24 Q3 Adjustment
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**Revenues**

Budget Reporting	Fund	Fund Description	Key	Object	Object Description	Midyear Requests
General Fund Revenue	101	General Fund (0010)	100000	4060	General Sales & Use Taxes	(500,000)
General Fund Revenue	101	General Fund (0010)	100000	7052	Transfer In From Measure U	(150,595)
General Fund Revenue	101	General Fund (0010)	100000	7090	Transfer in Measure U Reserve	(50,000)
General Fund Total						(700,595)

General Fund Total	(700,595)
Internal Service Funds Total	-
Special Revenue Funds Total	-
<b>Grand Total</b>	<b>(700,595)</b>



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: MAY 7, 2024

SUBJECT: **CONSIDERATION OF A RESOLUTION AUTHORIZING APPLICATION TO, AND PARTICIPATION IN THE PROHOUSING DESIGNATION PROGRAM WITH THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD).**

FISCAL IMPACT: NO IMMEDIATE FISCAL IMPACT; HOWEVER LIKELY POSITIVE FISCAL IMPACT FOR AFFORDABLE HOUSING DEVELOPMENT RELATED GRANTS. PROHOUSING DESIGNATION QUALIFIES CITY TO APPLY FOR STATE FUNDING IN AN AMOUNT TO BE DETERMINED ONCE THE STATE RELEASES INFORMATION IN AUGUST 2024.

### **SUMMARY:**

The City of Placentia is in the process of applying to the State Department of Housing and Community Development (HCD) and the Southern California Association of Governments (SCAG) to obtain a Prohousing designation. The attached Resolution will authorize application to and participation in the Prohousing Designation Program and will make Placentia eligible to apply for the Prohousing Incentive Program grant funds. The amount of eligible funds has yet to be determined by the State. The last round of funding was in a total amount not to exceed \$1,000,000.

### **RECOMMENDATION:**

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

1. Adopt Resolution No. R-2024-25, a Resolution of the City Council of the City of Placentia, California, authorizing application to and participation in the Prohousing Designation Program.

**1.g.**  
**May 7, 2024**

**STRATEGIC PLAN STATEMENT:**

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

Implementation of Housing Element Strategies, Objective Number 3.10. This agenda item will specifically create opportunities for the development of more housing within the city, including a mix of housing at various price points. Also, this item will serve to enhance affordable housing production efforts in general as it will create potential funding mechanisms and other incentives to attract and promote affordable housing within the community.

**BACKGROUND:**

The City of Placentia is in the process of applying to the State to obtain a Prohousing designation. Staff submitted an application last year, however the Housing Element was not certified by the State, and thus, the City did not qualify. With the State certification of the City's 6th Cycle Housing Element in February 2024, the City is now eligible to apply for the Prohousing designation. Staff would like to pursue a Prohousing designation due to its potential to open up a multitude of funding opportunities for the City and will assist the City in fulfilling its regional housing needs assessment (RHNA) requirements.

The State has determined that increasing the availability of housing is critical to bettering the quality of life for all Californians. The 2019-2020 Budget Act provided a spectrum of support, incentives, and accountability measures to meet California's housing goals, and provided for the establishment of the Prohousing Designation Program. The intent of this State program is to encourage jurisdictions to enact regulations, adopt policies, and establish local programs which go beyond current state laws and conventional standards and will accelerate the production of housing, both market rate and affordable at all density levels.

In return for adopting such pro-housing regulations, policies, and programs, local governments can receive an official designation and receive an advantage such as priority processing or funding points when applying for various funding programs. Current eligible funding programs that prioritize those with Prohousing designation include Affordable Housing & Sustainable Communities (AHSC), Infill Infrastructure Grant (IIG), and Transformative Climate Communities (TCC). However, the State is actively looking to add additional programs, particularly those that are only open to those with a Prohousing designation. A successful Prohousing designation could potentially lead to receipt of Prohousing Incentive Program funds. The amount of those funds has yet to be determined by the State.

**DISCUSSION:**

The attached Resolution (attachment 1) is a required component of the application. Upon the City Council's approval of the Resolution, City staff will submit the entire Prohousing Designation Program application to HCD for review and approval. City Staff has been working with SCAG staff in crafting this application to HCD.

If the City application for a Prohousing designation is awarded by HCD, staff will be able to apply for Prohousing Incentive (PIP) Program funds once the application window opens in August 2024. Receipt of the funds is contingent upon receiving the Prohousing Designation from HCD. The application for PIP will require Staff to return to Council for approval to apply. Said funds may be used for the development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to low- and moderate-income households, including necessary operating subsidies. The funds could be utilized to help finance an affordable housing development in Placentia, or for assisting those at risk of homelessness, including funding for navigation centers and emergency shelters, among other eligible expenses.

**FISCAL IMPACT:**

The approval of a Prohousing designation will qualify the City to apply for PIP grant funds, which can be utilized to generate affordable housing as well as increase scoring for the City and its developers on other HCD and housing grants. The available amount of the PIP grants has not been released by the State. The last round of PIP funds alone was up to \$1,000,000 per jurisdiction and funds from the other grants vary by project.

Prepared by:



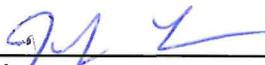
Lesley Whittaker  
Associate Planner

Reviewed and approved:

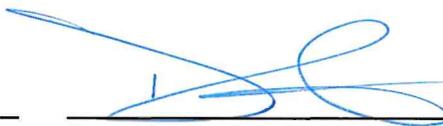


Joseph M. Lambert  
Director of Development Services

Reviewed and approved:



Jennifer Lampman  
Director of Finance



Damien R. Arrula  
City Administrator

**Attachment:**

Resolution No. R-2024-25, a Resolution of the City Council of the City of Placentia, California, authorizing application to and participation in the Prohousing Designation Program

## RESOLUTION NO. R-2024-25

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, AUTHORIZING APPLICATION TO AND PARTICIPATION IN THE PROHOUSING DESIGNATION PROGRAM

**WHEREAS**, Government Code section 65589.9 established the Prohousing Designation Program (“**Program**”), which creates incentives for jurisdictions that are compliant with state housing element requirements and that have enacted Prohousing local policies; and

**WHEREAS**, such jurisdictions will be designated Prohousing, and, as such, will receive additional points or other preference during the scoring of their competitive applications for specified housing and infrastructure funding; and

**WHEREAS**, the California Department of Housing and Community Development (“**Department**”) has adopted regulations (Cal. Code Regs., tit. 25, § 6600 et seq.) to implement the Program (“**Program Regulations**”), as authorized by Government Code section 65589.9, subdivision (d); and

**WHEREAS**, the **CITY OF PLACENTIA** (“**Applicant**”) desires to submit an Application for a Prohousing Designation (“**Application**”).

#### **THEREFORE, IT IS RESOLVED THAT:**

1. Applicant is hereby authorized and directed to submit an Application to the Department.
2. Applicant acknowledges and confirms that it is currently in compliance with applicable state housing law.
3. Applicant acknowledges and confirms that it will continue to comply with applicable housing laws and to refrain from enacting laws, developing policies, or taking other local governmental actions that may or do inhibit or constrain housing production. Examples of such local laws, policies, and actions include moratoriums on development; local voter approval requirements related to housing production; downzoning; and unduly restrictive or onerous zoning regulations, development standards, or permit procedures. Applicant further acknowledges and confirms that the Prohousing Policies in its Application comply with its duty to Affirmatively Further Fair Housing pursuant to Government Code sections 8899.50 and 65583. Applicant further acknowledges and confirms that its general plan is in alignment with an adopted sustainable communities strategy pursuant to Public Resources Code sections 21155- 21155.4. Applicant further acknowledges and confirms that its policies for the treatment of homeless encampments on public property comply

do and will continue to comply with the Constitution and that it has enacted best practices in its jurisdiction that are consistent with the United States Interagency Council on Homelessness' "7 Principles for Addressing Encampments" (June 17, 2022, update).

4. If the Application is approved, Applicant is hereby authorized and directed to enter into, execute, and deliver all documents required or deemed necessary or appropriate to participate in the Program, and all amendments thereto (the "**Program Documents**").
5. Applicant acknowledges and agrees that it shall be subject to the Application; the terms and conditions specified in the Program Documents; the Program Regulations; and any and all other applicable law.
6. **The CITY ADMINISTRATOR** is authorized to execute and deliver the Application and the Program Documents on behalf of the Applicant for participation in the Program.

**PASSED, ADOPTED and APPROVED this 7<sup>th</sup> day of May 2024.**

---

Jeremy Yamaguchi, Mayor

ATTEST:

---

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 7<sup>th</sup> day of May 2024 by the following vote:

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

---

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

---

Christian Bettenhausen, City Attorney



# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ACTING DIRECTOR OF PUBLIC WORKS

DATE: MAY 7, 2024

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT FOR THE AMERICANS WITH DISABILITY ACT (ADA) SELF-EVALUATION AND TRANSITION PLAN**

FISCAL  
IMPACT: EXPENSE: \$174,790 PROFESSIONAL SERVICES AGREEMENT

BUDGETED: \$150,000 FY 2023-24 CIP BUDGET (109800-6770 JL 24901-6770)

\$24,790 BUDGET TRANSFER (109800-6770 JL 24901-6770)

### **SUMMARY:**

The Federal Americans with Disabilities Act (ADA) has been in place since 1990 and the Code of Federal Regulations mandates public agencies to comply by maintaining an up-to-date ADA Self Evaluation and Transition Plan for the facilities it owns and maintains. The City prepared an ADA report for the City Hall in 2009.

On November 15, 2023, Staff issued a Request for Proposals ("RFP") for professional service to develop an ADA Self Evaluation and Transition Plan. The scope of services for this effort will include the compilation of a comprehensive ADA Self-Evaluation and Transition Plan for City buildings, parks, and public right-of-way, including parking lots, street intersections, and sidewalks. The Self Evaluation will evaluate the City's services, practices, and policies. The Transition Plan will evaluate the physical barriers at all City-owned facilities and public right-of-way and provide the basis for prioritizing, budgeting, implementing, and removing identified barriers. A comprehensive City ADA Transition Plan will ensure that City facilities are accessible to all members of the public.

Staff received five (5) proposals for this project and after a thorough review, are recommending Disability Access Consultants (DAC), based upon their qualifications, experience, and technical expertise. DAC has assisted business and public entities in compliance with local, state and federal laws and regulations since 1998.

### **RECOMMENDATION:**

It is recommended that City Council take the following actions:

**1.h.**  
**May 7, 2024**

1. Award a Professional Services Agreement for Americans with Disabilities Act (ADA) Self Evaluation and Transition Plan to Disability Access Consultants, LLC. for a not-to-exceed amount of \$158,900; and
2. Authorize the City Administrator to approve contract change orders up to 10% or \$15,890; and
3. Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.

**STRATEGIC PLAN STATEMENT:**

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

**DISCUSSION:**

On November of 2023, a Request for Proposals (RFP) was issued for professional services to prepare an ADA Self-Evaluation and Transition Plan. The scope of services for this effort will include the compilation of a comprehensive ADA Self-Evaluation and Transition Plan for City buildings, parks, and public right-of-way, including parking lots, street intersections, and sidewalks. The Self Evaluation will evaluate the City’s services, practices, and policies. The Transition Plan will evaluate the physical barriers at all City-owned facilities and public right-of-way and provide the basis for prioritizing, budgeting, implementing, and removing identified barriers. A comprehensive City ADA Transition Plan will ensure that City facilities are accessible to the public.

On January 18, 2024, a total of five (5) firms submitted proposals for the project. The proposals were reviewed by a selection team comprised of Staff in the Public Works and Development Services Departments and evaluated based upon criteria established for consultant selection. DAC ranked first based upon their overall experience and expertise with similar projects and their proposed approach to the project.

<b>CONSULTANT</b>	<b>RFP SCORE</b>	<b>RANKING</b>
Disability Access Consultants (DAC)	93	1
SZS Engineering	88	2
Bureau Veritas	83	3
Sally Swanson	79	4
ARCOR	66	5

DAC will be performing field investigations within the City’s right-of-way and at City facilities and parks in order to identify obstacles limiting accessibility, describe methods to improve accessibility and recommend a schedule for achieving ADA compliance. In addition, the Self Evaluation will evaluate the City's services, practices, and policies. The Transition Plan component will evaluate physical barriers at all City-owned facilities and public right-of-way. Ultimately, the plan will

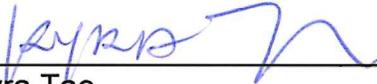
provide recommendations for removing identified barriers and complying with accessibility requirements as mandated by the ADA and State of California Access codes.

DAC has prepared numerous Self Evaluations and Transition Plans throughout California and is well versed in current ADA regulations. In addition, DAC is committing experienced staff to the project which have prepared similar plans for other cities in Southern California. DAC will be engaged with the City throughout the process to ensure that City input is considered in all aspects of the plan and how it is set up for implementation. Lastly, DAC has also committed to project deliverables within a 12-month time frame.

**FISCAL IMPACT:**

The total cost for the professional services amounts to \$174,790. A total of \$150,000 was budgeted in the FY 2023-24 Capital Improvement Program for this project. Staff is recommending an additional \$24,790 be transferred from the Public Works Operating Budget to cover the remainder of the cost. As such, sufficient funds exist for the recommended actions.

Prepared by:

  
\_\_\_\_\_  
Kyra Tao  
Transportation Manager

Reviewed and approved:

  
\_\_\_\_\_  
Jennifer Lampman  
Director of Finance

Reviewed and approved:

  
\_\_\_\_\_  
Chris Tanio  
Deputy Director of Public Works/City Engineer

Reviewed and approved:

  
\_\_\_\_\_  
Damien R. Arrula  
City Administrator

**Attachment:**

Professional Services Agreement

**CITY OF PLACENTIA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
DISABILITY ACCESS CONSULTANTS, LLC (DAC)**

THIS AGREEMENT is made and entered into this 7<sup>TH</sup> day of May, 2024 (“Effective Date”), by and between the CITY OF PLACENTIA, a municipal corporation (“City”), and Disability Access Consultants, a California corporation (“Consultant”).

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor for Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan, 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 One Hundred Fifty Eight Thousand and Nine Hundred Dollars (\$ 158,900.00).

2.2. Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of ten percent (10%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less, may be approved by the Contract Officer. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

2.3. 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 May 7, 2027, 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 of 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:

- (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:

Disability Access Consultants, LLC  
2862 Olive Highway  
Suite D  
Oroville, CA 95966

Tel: 800-743-7067  
Fax: 530-533-3001  
Attn: Tim Mahoney

IF TO CITY:

City of Placentia  
401 E. Chapman  
Placentia, CA 92870

Tel: 714-993-8148  
Fax:  
Attn: Kyra Tao

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 R. Arrula, City Administrator

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Robert S. McKinnell, City Clerk

CONSULTANT – Disability Access Consultants, LLC

*Tim Mahoney*  
\_\_\_\_\_

Date: 4/12/2024

Signature

Tim Mahoney

\_\_\_\_\_  
Name and Title

Managing Member

\_\_\_\_\_  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian L. Bettenhausen, City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Krystle Murillo, Risk Manager

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

*Kyra Tao*  
\_\_\_\_\_  
Kyra Tao, Project Manager

Date: 4/15/2024

DEPARTMENTAL APPROVAL

*Chris Tanio*  
\_\_\_\_\_  
Chris Tanio, City Engineer  
Deputy Director of Public Works

Date: 4/15/2024

**EXHIBIT A**  
**CONSULTANT'S PROPOSAL**

**EXHIBIT B**  
**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**





## Business Auto Policy

**Insured Name**

DISABILITY ACCESS CONSULTANTS, LLC  
2862 OLIVE HIGHWAY  
OROVILLE, CA 95966

**Producer Information**

ASSUREDPARTNERS OF MINNESOTA LLC  
2685 LONG LAKE RD  
SAINT PAUL, MN 55113-1117

**Policy Number**

BUA 6020004782

**Producer Processing Code**

410-060068

**Policy Period**

01/01/2024 to 01/01/2025

**CNA Branch**

MINNEAPOLIS  
5600 W. 83rd Street  
The 8200 Tower at Normandale, Suite 500  
Bloomington, MN 55437

**Endorsement****Thank you for choosing CNA!**

With your Business Auto Policy, you have insurance coverage tailored to meet the needs of your business. The international network of insurance professionals and the financial strength of CNA, rated "A" by A.M. Best, provide the resources to help you manage the daily risks of your organization so that you may focus on what's most important to you.

**Claim Services**

- To report a loss go to [www.FNOLCNA.com](http://www.FNOLCNA.com) or send an email to [ReportClaim@FNOLCNA.com](mailto:ReportClaim@FNOLCNA.com), or call 833-FNOL-CNA (833-366-5262)
- To find a network provider, go to [www.FNOLCNA.com](http://www.FNOLCNA.com)
- To request loss runs send an email to [fsrmail@cnacentral.com](mailto:fsrmail@cnacentral.com)
- For additional questions call CNA Customer Service at (877)-574-0540, or contact your independent CNA Insurance Agent.

**Commercial Automobile Identification Cards**

Evidence of automobile insurance is required and must be produced upon request by law enforcement. Enclosed you will find your Automobile Insurance Identification Cards for each insured auto. The applicable Card must be carried in the insured auto at all times. If you are not the person directly responsible for having these Automobile Identification Cards displayed in each vehicle, please direct these cards to the appropriate person within your organization. The information displayed on the individual card(s) and the quantity supplied is based on the vehicle information provided by your independent CNA Insurance Agent.

**Quality Assurance**

Questions pertaining to this transaction should be referred to CNA Customer Interaction Center at 877-574-0540, Option 3. Please submit endorsements through [www.cnacentral.com](http://www.cnacentral.com), send endorsement requests to [ciet@cna.com](mailto:ciet@cna.com) or fax 877-363-8669.



AMENDMENT OF FORMS AND ENDORSEMENTS SCHEDULE  
ADDITION OR DELETION OF ENDORSEMENTS

It is understood and agreed as follows:

I. ADDITION OF FORMS OR ENDORSEMENTS

The **Forms and Endorsements Schedule** is amended to add the following forms or endorsements effective as of the date set forth in such form or endorsement.

Endorsement Number	Form or Endorsement Name	Form Number	Edition Date	Effective Date	Expiration Date
84	AMENDMENT OF FORMS AND ENDORSEMENTS SCHEDULE ADDITION OR DELETION OF ENDORSEMENTS	CNA62673XX	06-2017	04/11/2024	01/01/2025
85	ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY	CNA71527XX	10-2012	04/11/2024	01/01/2025
86	CANCELLATION BY US NOTICE TO DESIGNATED PERSONS	G-140327-B	07-2011	04/11/2024	01/01/2025

II. DELETION OF FORMS OR ENDORSEMENTS

The **Forms and Endorsements Schedule** is amended to delete the following forms or endorsements effective as of the "deletion date" indicated below.

The net premium change, if any, for the above endorsements in Sections I. and II. is: \$0.00

Surcharge Taxes and Fees changes are:

Total change is: \$0.00

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: CNA62673XX (06-2017)	Endorsement Effective Date: 04/11/2024	Endorsement Expiration Date:	Policy No: BUA 6020004782	Policy Effective Date: 01/01/2024
Endorsement No: 84; Page: 1 of 1				
Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606				



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 Person Or Organization**

CITY OF PLACENTIA

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date: 04/11/2024

Endorsement No: 85; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6020004782

Policy Effective Date: 01/01/2024



**CANCELLATION BY US NOTICE TO DESIGNATED PERSONS**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

THE COMMON POLICY CONDITIONS OF THE BUSINESS AUTO COVERAGE FORM

The following is added to Paragraph **A. CANCELLATION**:

**A.7.** In the event we cancel your policy in accordance with your policy's terms and conditions, we will mail written notice of cancellation to the designated persons named below within the stated time frames.

- a. 10 days before the effective date of cancellation if we cancel for non-payment of premium, or
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

Designated Person(s):	Address:
CITY OF PLACENTIA	401 E CHAPMAN AVE PLACENTIA, CA 92870-6101

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.



**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

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

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A.** Under a written contact or agreement with such person(s) or organization(s); and
- B.** Prior to the "accident" or the "loss."

Form No: CA 04 43 11 20

Endorsement Effective Date:

Endorsement No: 6; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 6020004782

Policy Effective Date: 01/01/2024

Policy Page: 53 of 146



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

**Policy Number:** 41 WBC AC5W3P

**Endorsement Number:**

**Effective Date:** 01/08/24      Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** Disability Access Consultants, LLC  
2862 OLIVE HWY  
OROVILLE CA 95966

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

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 the Company or its agents or representatives.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

**Policy Number:** 41 WBC AC5W3P

**Endorsement Number:**

**Effective Date:** 01/08/24

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** Disability Access Consultants, LLC

2862 OLIVE HWY  
OROVILLE CA 95966

This policy is subject to the following additional Condition:

- A. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

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 the Company or its agents or representatives.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Policy Number:** 41 WBC AC5W3P

**Endorsement Number:**

**Effective Date:** 01/08/24

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** Disability Access Consultants, LLC

2862 OLIVE HWY  
OROVILLE CA 95966

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 shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by \_\_\_\_\_  
Authorized Representative

**POLICY NUMBER:** 41 WBC AC5W3P

**NAME OF INSURER:** Hartford Casualty Insurance Company

Our President and Secretary have signed this policy. Where required by law, the Information Page has been countersigned by our duly authorized representative.



Kevin Barnett, Secretary



M. Ross Fisher, President

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**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY  
INSURANCE POLICY SIGNATURE PAGE**

**POLICY NUMBER:** 41 WBC AC5W3P

**NAME OF INSURER:** Hartford Casualty Insurance Company

Our President and Secretary have signed this policy. Where required by law, the Information Page has been countersigned by our duly authorized representative.

A handwritten signature in black ink, appearing to read "Kevin Barnett". The signature is fluid and cursive, with a large initial "K" and "B".

Kevin Barnett, Secretary

A handwritten signature in black ink, appearing to read "M. Ross Fisher". The signature is fluid and cursive, with a large initial "M" and "F".

M. Ross Fisher, President



**POLICY NUMBER:** 41 WBC AC5W3P  
**NAME OF INSURER:** Hartford Casualty Insurance Company

Our President and Secretary have signed this policy. Where required by law, the Information Page has been countersigned by our duly authorized representative.



Kevin Barnett, Secretary



M. Ross Fisher, President

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**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY  
INSURANCE POLICY SIGNATURE PAGE**

**POLICY NUMBER:** 41 WBC AC5W3P

**NAME OF INSURER:** Hartford Casualty Insurance Company

Our President and Secretary have signed this policy. Where required by law, the Information Page has been countersigned by our duly authorized representative.

A handwritten signature in black ink, appearing to read "Kevin Barnett". The signature is fluid and cursive, with the first name being more prominent.

Kevin Barnett, Secretary

A handwritten signature in black ink, appearing to read "M. Ross Fisher". The signature is cursive and somewhat stylized, with a large initial "M".

M. Ross Fisher, President

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I – COVERAGES

#### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

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

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible; or
  - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
    - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
    - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
  - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

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

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Recording And Distribution Of Material Or Information In Violation Of Law**

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

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

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

## **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

### **2. Exclusions**

This insurance does not apply to:

#### **a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

#### **b. Material Published With Knowledge Of Falsity**

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

#### **c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

#### **d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

#### **e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

#### **f. Breach Of Contract**

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

#### **g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

#### **h. Wrong Description Of Prices**

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

**i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds In Media And Internet Type Businesses**

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

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

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

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Recording And Distribution Of Material Or Information In Violation Of Law**

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

## COVERAGE C – MEDICAL PAYMENTS

### 1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations; provided that:
    - (a) The accident takes place in the "coverage territory" and during the policy period;
    - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
    - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
  - (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

### 2. Exclusions

We will not pay expenses for "bodily injury":

- a. **Any Insured**  
To any insured, except "volunteer workers".
- b. **Hired Person**  
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**  
To a person injured on that part of premises you own or rent that the person normally occupies.

### d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

### e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

### f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

### g. Coverage A Exclusions

Excluded under Coverage A.

## SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
  - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
  - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - f. The indemnitee:
    - (1) Agrees in writing to:
      - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
      - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
      - (c) Notify any other insurer whose coverage is available to the indemnitee; and
      - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
    - (2) Provides us with written authorization to:
      - (a) Obtain records and other information related to the "suit"; and
      - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
    - (1) Immediately record the specifics of the claim or "suit" and the date received; and
    - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
  - c. You and any other involved insured must:
    - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
    - (2) Authorize us to obtain records and other information;
    - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
    - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
  - d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

##### **3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

##### b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

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

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

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

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

##### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication; provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

**9. "Insured contract" means:**

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

**10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".**

**11. "Loading or unloading" means the handling of property:**

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

**12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:**

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
  - a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in your "advertisement"; or
  - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
  - (1) Products that are still in your physical possession; or
  - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
    - (a) When all of the work called for in your contract has been completed.
    - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
    - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
  - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
  - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
  - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**18.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**19.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

**20.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**21.** "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

**22.** "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**GENERAL LIABILITY ELITE EXTENSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

**A. EXPECTED OR INTENDED INJURY**

**Section I – Coverage A**, Exclusion **a.** is amended as follows:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of an insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**B. NON-OWNED WATERCRAFT**

**Section I – Coverage A**, Exclusion **g.(2)** is amended as follows:

- (2) A watercraft you do not own that is:
  - (a) Less than 60 feet long; and
  - (b) Not being used to carry person(s) or property for a charge;

**C. EXTENDED PROPERTY DAMAGE COVERAGE**

**Section I – Coverage A**, Exclusions **j.(3)** and **(4)** is amended to add the following:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE	
Limits Of Insurance	Deductible
\$5,000 Each Occurrence	\$250 Per Claim
\$10,000 Annual Aggregate	

- a. The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of:
  - (1) insureds;
  - (2) claims made or "suits" brought;
  - (3) persons or organizations making claims or bringing "suits".

The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

- b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.
- c. If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply.
- d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

**D. PROPERTY DAMAGE – ELEVATORS**

**Section I – Coverage A.2. Exclusions** paragraphs **j.(3)**, **j.(4)**, **j.(6)** and **k.** do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions** Paragraph **4. Other Insurance** is changed accordingly.

## E. FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A**, the last paragraph (after the exclusions) is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

## F. MEDICAL PAYMENTS

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage C., that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

## G. SUPPLEMENTARY PAYMENTS

**Supplementary Payments – Coverages A and B Paragraphs 1.b. and 1.d.** are replaced by the following:

**1.b.** Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**1.d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

## H. SUBSIDIARIES AS INSUREDS

**Section II – Who Is An Insured** is amended to add the following:

**1.f.** Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

## I. BLANKET ADDITIONAL INSUREDS – AS REQUIRED BY CONTRACT

**1. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph **2.** below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

- a. Currently in effect or becomes effective during the policy period; and
- b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
  - b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
  - c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.
- 2.** As provided herein, the insurance coverage provided to such additional insureds is limited to:

- a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations.

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

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

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

- c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- d. Any state or governmental agency or subdivision or political subdivision, subject to the following:
    - (1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
      - (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
      - (b) The construction, erection or removal of elevators; or
      - (c) The ownership, maintenance or use of any elevators covered by this insurance.
    - (2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

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

- (1) The insurance afforded any vendor does not apply to:
  - (a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;
  - (b) Any express warranty unauthorized by you;
  - (c) Any physical or chemical change in the product made intentionally by any vendor;
  - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - (f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;
  - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

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

- (i) The exceptions contained in Subparagraphs (d) or (f); or
- (ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

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

f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

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

(1) This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to lease that land; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

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

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

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

i. Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

(2) "Bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.
- Their status as additional insured under this endorsement ends when:
- 1. The license granted to you by such person(s) or organization(s) expires; or
  - 2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.
- k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.
- l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.
- m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.
3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.
4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**
- If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

**J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS**

**Section II – Who is an Insured, Paragraph 2.a. (1)** is amended to add the following:

- e. Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

**K. HEALTH CARE SERVICE PROFESSIONALS AS INSUREDS - INCIDENTAL MALPRACTICE**

**Section II – Who is an Insured, Paragraph 2.a. (1) (d)** is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

**L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

**Section II – Who Is An Insured, Paragraph 3.a.** is replaced by the following:

**3.a.** Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

**M. DAMAGE TO PREMISES RENTED TO YOU**

**Section III – Limits of Insurance, Paragraph 6.** is replaced by the following:

Subject to 5.a. above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

**N. MEDICAL PAYMENTS – INCREASED LIMITS**

**Section III – Limits of Insurance, Paragraph 7.** is replaced by the following:

7. Subject to Paragraph 5. above, \$10,000 is the Medical Expense Limit we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

- (a) No Coverage; or
- (b) \$1,000; or
- (c) \$5,000; or
- (d) A limit higher than \$10,000.

**O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

**Section IV – Commercial General Liability Conditions** Paragraph 2. is amended to add the following:

- e. The requirement in Condition 2.a. that you must see to it that we are notified as soon as practicable of an “occurrence” or an offense which may result in a claim, applies only when the “occurrence” or offense is known to:
  - (1) You, if you are an individual or a limited liability company;
  - (2) A partner, if you are a partnership;
  - (3) A member or manager, if you are a limited liability company;
  - (4) An “executive officer” or insurance manager, if you are a corporation; or
  - (5) A trustee, if you are a trust.
- f. The requirement in Condition 2.b. that you must see to it that we receive notice of a claim or “suit” as soon as practicable will not be considered breached unless the breach occurs after such claim or “suit” is known to:
  - (1) You, if you are an individual or a limited liability company;
  - (2) A partner, if you are a partnership;
  - (3) A member or manager, if you are a limited liability company;
  - (4) An “executive officer” or insurance manager, if you are a corporation; or
  - (5) A trustee, if you are a trust.

**P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION**

**Section IV – Commercial General Liability Conditions** Paragraph 4. **Other Insurance** is amended to add the following:

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. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

**Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES**

**Section IV – Commercial General Liability Conditions** Paragraph 6. **Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

**R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

**Section IV – Commercial General Liability Condition** Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

- 1. Your ongoing operations; or
- 2. “Your work” included in the “products-completed operations hazard”.

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- 1. Is in effect or becomes effective during the term of this policy; and
- 2. Was executed prior to loss.

**S. MENTAL ANGUISH**

**Section V – Definition 3.** is replaced by the following: “Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

**T. LIBERALIZATION**

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.



## Commercial General Liability Policy Declarations

### Endorsement Schedule

Form	Edition Date	Description/Additional Information	Premium
CG 00 01	04 13	Commercial General Liability Coverage Form	
CG 00 69	12 23	Exclusion - Violation of Law Addressing Data Privacy	
CG 02 00	01 18	Illinois Changes - Cancellation And Nonrenewal	
CG 02 20	03 12	Florida Changes - Cancellation And Nonrenewal	
CG 21 06	05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability - With Limited BI Exception	
CG 21 16	04 13	Exclusion - Designated Professional Services Description of Professional Services - Consultant	
CG 21 32	05 09	Communicable Disease Exclusion	
CG 21 67	12 04	Fungi Or Bacteria Exclusion	
CG 21 70	01 15	Cap On Losses From Certified Acts Of Terrorism	
CG 21 76	01 15	Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism	
CG 22 88	04 13	Professional Liability Exclusion - Electronic Data Processing Services And Computer Consulting Or Programming Services	
CG 40 15	12 19	Cannabis Exclusion With Hemp Exception	

Date of Issue: 03/12/2024



Form	Edition Date	Description/Additional Information	Premium
CG 40 35	12 23	Exclusion - Cyber Incident	
CG 70 01A	10 12	General Liability Schedule	
CG 70 03	10 13	GL Quick Reference (Occurrence)	
CG 71 74.3	10 13	Additional Insured - Owners, Lessees Or Contractors - Automatic Status When Required In Construction Contract Or Agreement Including Completed Operations - Primary And Noncontributory	
CG 74 29	11 98	Amendment - Aggregate Limits Of Insurance (Per Project)	
CG 75 78	02 19	General Liability Elite Extension	
CG 75 78.4	04 19	General Liability Elite Extension-Florida	
CG 77 44	01 22	Asbestos Exclusion	
CG 83 18	12 23	Cyber Incident and Data Privacy Exclusion Endorsement Advisory Notice to Policyholders	
CG 99 09	12 19	Premium Audit Noncompliance Charge Audit Noncompliance Charge Factor 1 Number of Written Attempts To Obtain Audit Information 2 Reassessment Charge 0	
IL 00 17	11 98	Common Policy Conditions	
IL 00 21	09 08	Nuclear Energy Liability Exclusion Endorsement	
IL 01 47	09 11	Illinois Changes - Civil Union	

Date of Issue: 03/12/2024



Form	Edition Date	Description/Additional Information	Premium
IL 01 62	10 13	Illinois Changes - Defense Costs	
IL 02 58	04 21	Arizona Changes - Cancellation And Nonrenewal	
IL 02 62	02 15	Georgia Changes - Cancellation And Nonrenewal	
IL 02 70	07 20	California Changes - Cancellation And Nonrenewal	
IL 70 04	03 20	Mutual Policy Provisions	
IL 71 31A	04 01	Commercial Policy Endorsement Schedule	
IL 71 68	01 22	Asbestos Exclusion	
IL 72 13	02 23	Employment Practices Liability Insurance Coverage Endorsement	
IL 72 15	06 19	Employment Practices Liability Coverage Exclusion	
IL 73 13	07 11	Countersignature Endorsement	
IL 73 38	05 15	Notice Of Cancellation Provided By Us - Designated Entity Name of Entity - THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY Mailing Address - 8081 MOODY ST, LA PALMA Number of Days Notice - 30 Name of Entity - THE CITY OF LA HABRA, ITS ELECTED OFFICIALS, OFFICE Mailing Address - 110 EAST LA HABRA BLVD, LA HABRA, CA 90631 Number of Days Notice - 30	

Date of Issue: 03/12/2024



Form	Edition Date	Description/Additional Information	Premium
		Name of Entity - CITY OF UPLAND Mailing Address - 460 N EUCLID AVE, UPLAND, CA 91786 Number of Days Notice - 30 Name of Entity - CITY OF SAN MATEO, IT'S ELECTED AND APPOINTED Mailing Address - 330 WEST 20TH AVE, SAN MATEO, CA 94403 Number of Days Notice - 30	
IL 74 47	05 15	Notice Of Cancellation Provided By Us To Person(S) Or Organization(S) With Whom You Have Agreed In A Written Contract Or Agreement	
IL 76 18	10 99	Florida Company Elimination Endorsement	
IL 76 21	04 16	Illinois Company Elimination Endorsement	
IL 80 62	07 16	To The Policyholder	
IL 83 83.2A	12 20	Disclosure Pursuant To Terrorism Risk Insurance Act	\$21.00
IL 83 84A	01 08	Notice	
IL 85 76	10 17	Important Notice To Policyholders	

Date of Issue: 03/12/2024

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION PROVIDED BY US TO PERSON(S) OR ORGANIZATION(S) WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT OR AGREEMENT**

This policy is subject to the following additional Conditions:

If we cancel this policy by notice to the first Named Insured, for any statutorily permitted reason other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to any person(s) or organization(s) with whom you have agreed in a written contract or agreement to provide such person(s) or organization(s) with a notice of cancellation but only if:

1. You have provided the name and address of such person(s) or organization(s) to your authorized agent; and
2. Your authorized agent provides us with that list within three (3) business days from the date we request it from them.

If notice is mailed, proof of mailing to the last known mailing address of such person(s) or organization(s) will be sufficient proof of notice.

Failure to provide such notice to such person(s) or organization(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, our agents or our representatives.



**REQUEST FOR PROPOSAL**

**PROFESSIONAL SERVICES**

**FOR**

**AMERICANS WITH DISABILITIES ACT (ADA) SELF-EVALUATION AND TRANSITION PLAN**

Submitted by:

Disability Access Consultants, LLC (DAC)

**January 17, 2024**



## 2.1 Cover Letter

Date: January 17, 2024

To: Kyra Tao, Transportation Manager  
City of Placentia

Re: Request for Proposal: Professional Consulting Services for Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan

DAC Headquarters: 2862 Olive Highway, Suite D, Oroville, CA 95966

Project Managers: Tim Mahoney, General Manager      Barbara Thorpe, President  
[tmahoney@dac-corp.com](mailto:tmahoney@dac-corp.com)      [bthorpe@dac-corp.com](mailto:bthorpe@dac-corp.com)  
Phone: (800) 743-7067      Phone: (800) 743-7067  
Fax: (530) 533-3001      Fax: (530) 533-3001

## 2.3 Executive Summary

Disability Access Consultants, LLC (DAC) understands that the City of Placentia is seeking to enter into a professional services agreement with a qualified and experienced firm to provide a comprehensive Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan for the City facilities, parks, and parking structures and public rights-of-way. (PROW).

The effort and work for this project will be performed and/or overseen by DAC's Certified Access Specialist (CASP) and proven management team.

As a key component of the development of this plan, DAC will build and update the efforts of the 2009 Plan.

Also, DAC will review the City's programs, services, activities, policies for compliance with the American with Disabilities Act (ADA), State of California Building Codes, Caltrans Standards, federal codes such as Section 504 of the Rehabilitation Act, and civil rights regulations, federal highway and related local regulations. DAC will collaborate with the City and provide best practices to assist the City in the updates of these compliance requirements.

Disability Access Consultants, LLC (DAC) has extensive experience in the evaluation of program and facility accessibility and provides a full continuum of Americans with Disabilities Act (ADA) and accessibility services for public entities, such as the City of Placentia.

Founded as a California company in 1998, DAC has provided services for the past 26 years to assist public entities to comply and implement accessibility requirements in accordance with the ADA, Title 24 of the California Building Code, Section 504 and related federal, state and local disability-related nondiscrimination laws and regulations.

DAC has conducted over 29,000 building inspections, surveyed thousands of parks and playgrounds, over 25,000 thousand miles of public rights-of-way and performed hundreds of programmatic reviews and self-evaluations to study the accessibility of programs, services, activities, events and related areas.

DAC has a team of 25 staff, including CASp certified inspectors, dedicated to assisting public entities, such as the City of Placentia, with ADA compliance. DAC has a comprehensive understanding of applicable standards, regulations and requirements under Title II of the ADA, California Building Code and related state accessibility standards.

DAC has successfully completed over 400 similar projects throughout the US over the past 26 years and has a clear understanding of the necessary requirements and deliverables that the City is seeking.

DAC has a clear understanding of the requirements of this RFP and has successfully completed projects in similar size and scope to the City. DAC is currently assisting or has recently completed similar studies for numerous city and county governments, including cities in proximity to the City of Placentia, such as the City of Manhattan Beach, City of Redondo Beach, City of La Canada Flintridge, City of Rolling Hills Estates, City of Lawndale, City of Oceanside, City of Carlsbad, City of San Juan Capistrano, City of La Habra and the City of Fullerton.

To provide for easy management of the transition plan and documentation of compliance efforts, DAC has developed online software called DACTrak. DACTrak is a powerful tool to manage and update the transition plan, project costs and document progress. Custom reports can be printed in a variety of formats. The use of DACTrak provides for a better quality and finished product for easy and cost-effective management of the ADA plans.

Tim Mahoney, General Manager, has the authority to negotiate on behalf of and to contractually bind DAC. DAC has received and reviewed Addendum No. 1 published on January 8, 2024, as well as questions and answers posted by the City on January 3, 2024, January 12, 2024 and January 16, 2024 and has included the information in preparation of our response.

**Declarations:**

DAC does not use sub-contractors and will be the prime for the contract. DAC will adhere to the requirements of the RFP and the addenda described above.

DAC will not substitute members of your designated team without approval by the City of Placentia staff.

DAC declares there are no conflicts of interest with the City or City staff.

DAC attests that there is no collusion with other proposing firms.

If awarded, DAC will fulfill the indemnification and insurance requirements as part of this RFP.

This proposal is firm for a minimum of one hundred twenty (120) days following the closing date for the receipt of proposals.

Respectfully submitted by Tim Mahoney



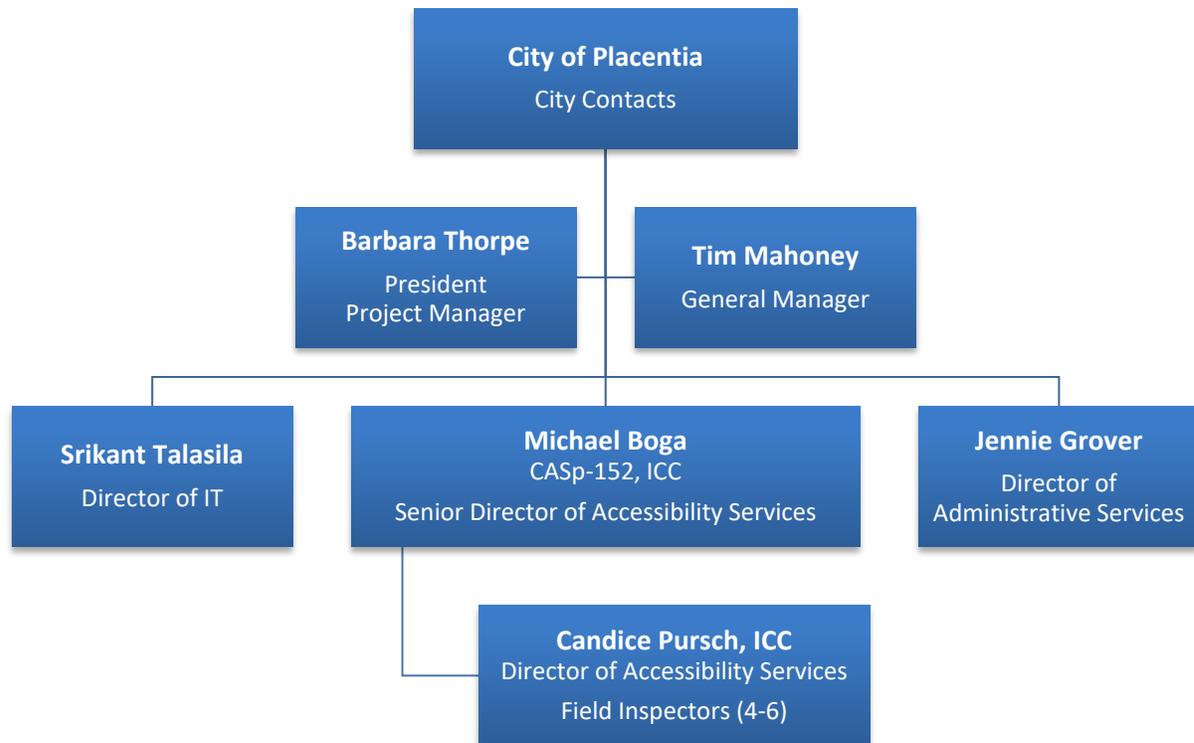
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## 2.4 Project Team Organization

DAC has experienced team members who have worked with public entities for successful and on time completion of numerous projects. Necessary staff members have ICC, NPSI, and CASp certification.

A CASp certified Team Leader will be involved with the project and field evaluations. The project team is organized to provide a representation of skills needed to accomplish the project objectives. In addition, teams that have worked together previously will be assigned to the City Placentia project. Please see the following descriptions of key team members' qualifications and their assigned roles. DAC does not use sub-contractors and is the prime for the project.



### **Barbara Thorpe, M.Ed., LOT**

#### ***DAC President and Project Manager***

As DAC Project Manager, Barbara will coordinate activities and schedules and report to the City's Project Manager or designee. Barbara will serve in the leadership role regarding the ADA self-evaluation of programs, services, activities and events along with the review of policies and procedures. The public input process will be coordinated by Barbara in collaboration with the City. Barbara brings 19 years of experience in public entity administration prior to founding DAC in 1998. With an additional 26 years of experience with DAC working with school districts, city, town and county governments nationally, Barbara provides unparalleled understanding of the application of the Americans with Disabilities Act and related legislation for accessibility compliance.

In addition to assisting public entities with compliance with the ADA, Barbara has conducted compliance reviews for the California Department of Transportation (Caltrans) and the Department of the Interior to audit for compliance with the ADA, Section 504 of the Rehabilitation Act and related civil rights laws and regulations. Barbara has served as an expert witness for the Department of Justice, Office of the Attorney General. Additionally, Barbara is a licensed occupational therapist. Barbara served on the Division of State Architect Advisory Board and served as the vice-chair for the DSA Access Compliance Committee. Barbara has successfully spearheaded and completed over 400 public entity self-evaluation and transition plan projects that are similar the City of Placentia's project.

**Michael Boga, B.A. Education, California Certified Access Specialist (CASp #152), ICC Accessibility, Usability and Plans Examiner**

*Senior Director of Accessibility Services and Quality Control*

As manager of the production and the field survey teams, Michael brings a unique blend of experience in the building industry along with his understanding of individuals with disabilities to the accessibility team. Michael is a certified accessibility specialist through the International Conference of Building Officials (ICC), certified in Accessibility, Usability and Plans examination and is a California Certified CASp inspector (# 152). Michael has completed the updated DSA courses regarding the California Building Code. Michael has provided numerous staff development sessions to public entities regarding accessibility requirements for facilities, parks and public rights-of-way. If requested, Michael would provide training, assist with plan reviews and review new construction and renovations completed for compliance. Michael has worked on over 400 projects that are similar to the City of Placentia’s ADA Self-evaluation and Transition Plan project.



**Candice Pursch, A.S. Building Inspection Technology, ICC Accessibility, Usability and Plans Examiner, Accessibility Trainer**

*Director of Accessibility Services*

Candice’s 19 years of experience with DAC includes accessibility surveys of thousands of public facilities while employed by DAC as an accessibility specialist. Her educational background includes a degree in Building Inspection Technology from Butte College and coursework in Architectural Project Management at California State University with emphasis on construction plans and specifications, construction materials and systems, building codes, construction graphics and architectural design. Candice has completed the updated DSA courses regarding the California Building Code that include CBC Amendments, Plan Review, Accessible Public Housing Regulations, Transient Lodging, Housing and Social Service Enter Establishments. Candice also has International Code Council (ICC) Certification for Accessibility, Usability and Plans Examiner. Candice is a Certified Combination Building Inspector. As a volunteer for Habitat for Humanity, Candice volunteers to help build residential homes. Candice provides oversight of accessibility specialists and performs quality control checks.

**Jennie Grover, B.A. Corporate Communications*****Director of Administrative Services***

Jennie has worked in administration for DAC for the past 16 years. Jennie draws on her experience in technical writing to provide leadership and management of the production and technical writing team, organizing the completion of technical reports, as well as managing production schedules, staff and timelines. Jennie also organizes the process and procedure for providing opportunities for public input, as well as collecting and compiling the information received into the self-evaluation and transition plan. Jennie also provides training and help desk support for DACTrak users.

**Tim Mahoney, B.S.*****General Manager***

Tim brings twenty-eight years of executive management experience in consulting, IT, manufacturing and the construction industries. Additionally, Tim has provided program development and management for members of professional associations for twenty years. Tim has also assisted in the design and construction of hundreds of ADA, CPSC and ASTM compliant outdoor recreation areas. As General Manager of DAC, Tim conducts quality assurance project management reviews and helps ensure contract fulfillment. Tim also provides ADA and Section 504 compliance consultation services for public entities, and staff training and development activities for public entities, businesses, and associations.

**Srikant Talasila, M.S. Computer and Internet Applications*****Director, Information Technology***

Srikant has worked in DAC's IT Department for the past 16 years and has a total of 25 years in the field of Information Technology, holding a master's degree in Computer Science. Srikant is very proficient in numerous software technologies, including but not limited to all modules of .Net, Java, SQL Server and Oracle. Srikant is also a Microsoft Certified Azure Solutions Architect Expert. Srikant oversees DAC's entire IT department, including infrastructure and applications, as well as managing and overseeing all stages of the development lifecycle for new software. In addition to maintaining existing software, Srikant also ensures that all necessary software updates and version enhancements are completed. Srikant also oversees the maintenance of all hardware and verifies that all reported IT related issues are resolved quickly and efficiently.

**In-House Abilities and Experience of the Team**

All staff are direct employees of DAC and represent a strong in-house team that has worked together on the majority of our projects. Due to our in-house capabilities, DAC does not have a need to subcontract with other companies or individuals. Having all team members for the project under one roof provides for clearer communication and accountability within the DAC team and between the City and DAC.

**Background Checks**

All employees of Disability Access Consultants, LLC have background checks from the FBI and DOJ on file with DAC. We have conducted studies for school districts, state and local governments, the Federal Government, Judicial Chambers and Correctional Institutions that require background checks.

**2.5 Relevant Experience and References****Company Qualifications**

DAC's staff is highly qualified to provide the services requested by the City of Placentia. DAC has provided services to public and private entities for the past 26 years to assist them in enhancing their compliance with the ADA and related state accessibility codes. DAC staff have necessary CASp and ICC certifications and have provided similar services to hundreds of public entities, including cities, counties, towns, school districts, universities and park districts. DAC has also developed DACTrak software, which allows for consistent and efficient data collection in the field and seamless

processing of data into usable and manageable online reports. DAC proposes to use DACTrak software to provide the requested transition plan services to the City of Placentia.

As our founder, Barbara Thorpe, worked with a public entity for nineteen years as the ADA Coordinator, 504 Coordinator and Director of Planning and Compliance, she has extensive experience working with individuals with disabilities and organizations representing individuals with disabilities. In addition, she has collaborated with individuals with disabilities and organizations that represent individuals with disabilities in a facilitative manner that has benefited city governments during her work with other municipalities. Barbara and the DAC team members have demonstrated the ability to engage and interact with individuals and organizations to assist with the prioritization, long range planning and implementation of the ADA plan. Barbara would serve as the project manager.

### **Professional Services Provided by DAC**

DAC provides a full continuum of professional services that include, but are not limited to:

- Facility inspections
- Self-evaluations for ADA and Section 504 of the Rehabilitation act
- Policy review and development
- Transition plans
- Public rights-of-way surveys
- Consultation
- Accessibility compliance intake and management software – DACTrak
- DACTrak training to conduct your own inspections
- Expert witness services
- Plan reviews
- ADA Plan implementation assistance and consultation
- Outdoor developed and recreational areas (pools, parks, trails, camping areas)
- NPSI playground safety inspections
- ADA playground inspections

DAC utilizes the appropriate standard(s) for the inspection that may include, but is not limited to:

- ADA 2010 Standards
- California Building Code
- ADA-ABA
- UFAS
- ANSI
- Section 504 of the Rehabilitation Act
- Outdoor developed and recreational standards
- National Playground Safety Institute (NPSI) standards
- PROWAG – Federal Public Rights-of-way Guidelines
- Manual on Uniform Traffic Control Devices (MUTCD)

DAC has been assisting several Joint Power Authorities throughout the State of California since 2000 and currently provides updates, consultation, plan reviews and expert witness services. DAC has worked with public entities of all sizes, from a single site to more than 500 sites and over 700 miles of sidewalks and curb ramps.

Members of the DAC team have also served as expert witnesses to assist public entities to defend their current practices and ADA plan. DAC has only served on the side to assist public entities to defend their practices and plan and has never assisted with litigation against a public entity. Our mission statement and philosophy embrace the enhancement and assistance to our clients to build an ADA accessibility plan while documenting previous and current compliance methods.

Our firm stands out in the public entity arena due to proven performance in a wide range of services, from programmatic and policy reviews, facility inspections, transition plans, consultation, plan reviews and expert witness services. We excel at providing a comprehensive assessment of our

clients' current status by preparing a study of all areas related to accessibility in different departments to document ongoing compliance.

DAC has a reputation for being responsive to the client's needs, providing project completion on time within budgets. DAC has a proven track record for comprehensive experience in conducting ADA self-evaluations and transition plans, implementation and related services.

### **DACTrak - Innovative Tools, Strategies and Best Practices**

Based on experience and knowledge of the accessibility field and best practices, DAC continues to develop innovative methodologies, easy to use ADA management tools, and proven, successful strategies for evaluating programs, services, activities, events, facilities, parks and public rights-of-way. DACTrak was developed by DAC for the purpose of easy and useful importing and management of the accessibility data collected in the field. DACTrak is interactive online software and is not an enhanced excel spread sheet. The ability to collect, compile, analyze and use report data in a practical format was one of the driving forces to develop the DACTrak intake and management software. Our DAC accessibility management software, DACTrak, provides our clients with a powerful management tool to document compliance, project costs, print custom reports and record progress. DACTrak is not an excel spreadsheet, but actual software that has been developed by our company to assist with the implementation and documentation of the City's ADA plan and provides photographs of as-is site conditions, which has proven to be valuable documentation. Findings and recommendations, in addition to other data are preloaded into the DACTrak software. As DAC owns and licenses the DACTrak software, we can make custom modifications for our clients.

The DACTrak program is accessed through a secure website that is compatible with all current major internet browsers. There is no software program file to download or install on the City's servers or computers in order to access and manage report data on DACTrak. All maintenance and updates to the DACTrak software are performed by DAC's in-house IT Team, therefore there is no burden on the City's IT staff to maintain or administer any software, programs or databases.

The data contained in the database shall be the property of the City when the ADA Transition Plan compilation is complete. DAC proposes that the City use DACTrak to facilitate ongoing monitoring and updating of the final transition plan. If the City chooses not to use the DACTrak online management software, DAC can provide reports to the City in a compatible format such as Excel and PDF.

### **Client References**

DAC has performed hundreds of ADA self-evaluation and transition plans for cities, counties, towns, and park districts nationwide and has worked with approximately 250 public entities in the state of California.

The following are a few recently completed references for scopes of work similar to the City of Placentia that include city and county governments. Numerous other references are available. All DAC staff proposed to provide services to the City of Placentia have worked on all projects listed in their assigned roles.

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#### **City of Manhattan Beach**

Tim Birthisel, Sr. Civil Engineer  
1400 Highland Avenue  
Manhattan Beach, CA 90266  
Phone: (310) 802-5368  
Email: [tbirthisel@manhattanbeach.gov](mailto:tbirthisel@manhattanbeach.gov)

**Project Description** DAC performed a phased ADA self-evaluation and transition plan for City facilities, parks and public right-of-way, as well as a review of policies, procedures, programs



and services. DAC provided a review of the City’s website for accessibility and assisted the City to complete an opportunity for public input. DAC is currently providing on-call compliance consulting. The City is using DACTrak online accessibility management software to implement the City’s transition plan.

Project Start Date: September 2018 Project End Date: current, on-going consultation

Project Manager: Barb Thorpe Project Size: \$120,000

**City of Fullerton**

Jose Medina, Associate Engineer I Public Works  
Project Design & Construction Division  
303 W Commonwealth Ave  
Fullerton CA 92832  
(Phone) 714-738- 6863  
Email: [joseme@ci.fullerton.ca.us](mailto:joseme@ci.fullerton.ca.us)



DAC is performing a phased ADA self-evaluation and transition plan for City facilities, parks and public right-of-way, as well as a review of policies, procedures, programs and services. DAC provided a review of the City’s website for accessibility and assisted the City to complete an opportunity for public input. The City is using DACTrak online accessibility management software to implement the City’s transition plan. DAC also assisting City with a Department of Justice (DOJ) Audit.

Project Start Date: October 2019 Project End Date: current, on-going consultation

Project Manager: Barb Thorpe Project Size: \$150,000

**City of Carlsbad**

Ed Garbo  
Risk Manager  
1635 Faraday Avenue  
Carlsbad, CA 92008  
Phone: (760) 602-2471  
[Ed.garbo@carlsbadca.gov](mailto:Ed.garbo@carlsbadca.gov)



Project name: ADA Self-Evaluation and Transition Plan

- DAC conducted an ADA self-evaluation and transition plan for City buildings, facilities, and parks.
- DAC has also assisted the City to successfully prepare and respond to a Caltrans audit.
- DAC also assisted the City to perform a self-evaluation of services, policies, programs and practices.
- DAC is providing ongoing, as needed additional consultation such as plans review.
- The City is currently using DACTrak to implement their transition plan.
- Project Manager: Barb Thorpe Project Size: \$120,000

**City of Livermore**

Julie Chiu, Community Development, Engineering Division  
1052 S Livermore Avenue  
Livermore, CA 94550  
Phone: (408) 500-5479

Project name: ADA Self-Evaluation and Transition Plan

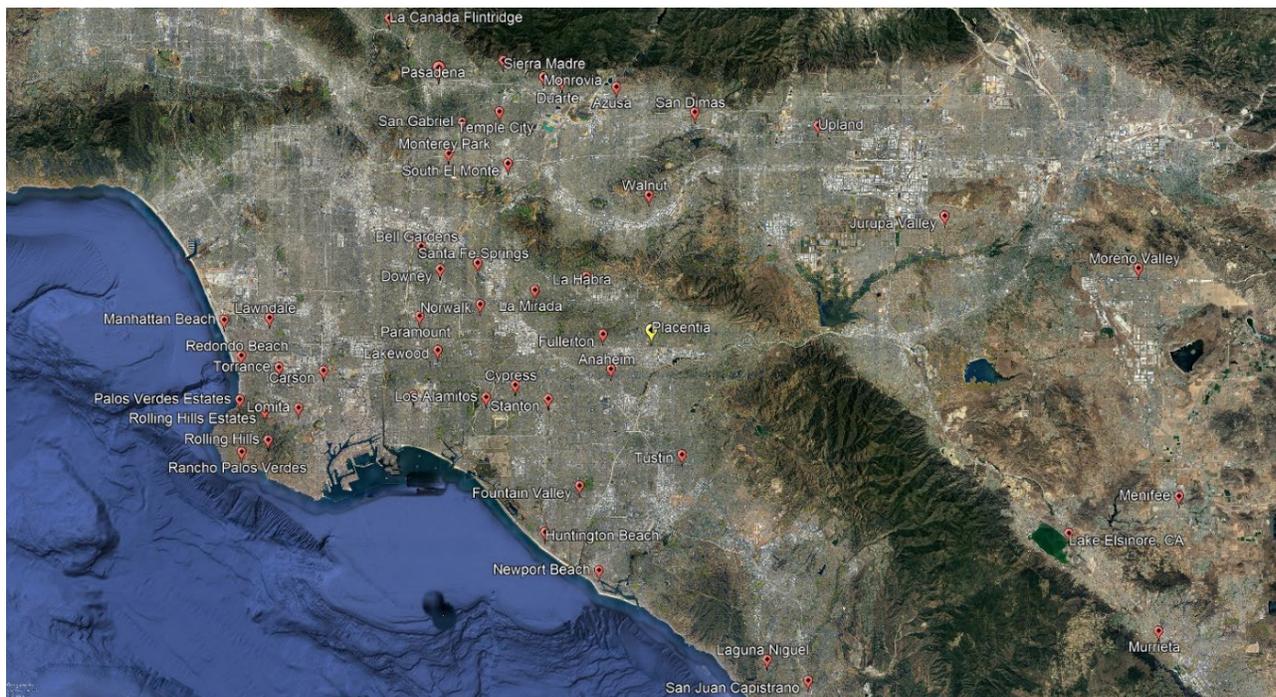
- DAC completed an ADA self-evaluation and transition plan for City buildings, parks and 620 linear miles of public rights-of-way.
- DAC assisted the City to complete their public input process
- DAC conducted the ADA self-evaluation of programs, services and activities to determine if any may be considered discriminatory for individuals with disabilities and has provide the City with an Executive Summary detailing the results and recommendations.
- The City is currently using DACTrak to implement their transition plan.



Start Date: July 2020      Completion      Date:  
 Current project

Project Manager: Barb Thorpe      Project Size: \$250,000

Below is a map that illustrates the locations of DAC public entity city clients near to the City of Placentia.



### Critical Items for Success

The most critical step in performing a successful assessment project is planning. Verifying facility information, organizing access and confirming contact information prior to the onsite surveys commencing is vital to the success of the project.

Another issue that is critical is the consistency and accuracy of the data gathered during the survey phase. In order to ensure this, DAC has developed DACTrak, which supports accurate and complete data collection. Using the DACTrak software in the field, our surveyors collect data and measurements in a specific order to ensure that elements are not missed. The data and photographs that are collected in the field are processed by our servers against all applicable accessibility codes, which provides our clients with consistent and accurate reports. Since the data collected in the field is automatically uploaded to our processing servers, reports are available to our clients within a short turnaround time, following our multi-step editing and quality control process.

## 2.6 Project Understanding and Approach

### Task 2.0: Initial Investigation and Document Review

The document review by DAC will include previous plans, as-built drawings, accessibility standards and City regulatory policies related to accessibility. DAC will develop the process, procedure and forms needed to conduct the self-evaluation of the City's programs, activities and services for ADA compliance and compile the findings and recommendations into a City ADA Self-evaluation and Transition plan Executive Summary.

DAC will review the City's 2009 Self-Evaluation Reports, previous compliance efforts and reports, property condition assessment reports, as-built drawings, and any other relevant land development reports.

DAC will develop a master list of City programs, services, and activities; accessibility policies; disability customer service training; communication practices and any additional available information regarding program accessibility. DAC will review appropriate and existing City transition plans, master plans, reports, and programs, as well as meet with City staff to gain insight into the City's facilities and programs in order to identify issues, which may be discriminatory to people with disabilities.

The review will also include City policy and program accessibility, including eligibility requirements, participation requirements, facilities used, transportation, communication, grievance procedures and emergency procedures. DAC will review, analyze and make recommendations based on current or plans. DAC will conduct barrier assessment surveys to collect information on each program and activity. Based on the barrier assessment surveys and policy reviews, DAC will evaluate the access of existing programs and services and provide recommendations where deficiencies are identified. DAC will provide the City with an Executive Summary report that will summarize the data and findings from the ADA self-evaluation and transition plan for City buildings, parks, parking, programs, communications, and open spaces.

DAC has provided training to hundreds of public entities and is also the selected consultant of the California Joint Powers Insurance Authority (CJPIA) to provide regular training sessions to their members. DAC has also recently provided training to the California Association of Joint Powers Authorities (CAJPA) regarding requirements for compliant websites. In addition to CJPIA members, DAC has provided customized individual training regarding ADA requirements for facilities, public right-of-way, policies, special events, grievances and other related Title II topics.

DAC will assist the City in designating an ADA coordinator and ADA liaisons for relevant City departments and provide training to City staff described in the City's RFP and additional areas.

DAC will also provide a one day training seminar to assist and further educate the ADA coordinator, ADA liaisons and select City staff in the following areas:

- Applicable government code, statutes and regulations;
- Procedures and forms to be used for performing field investigations and inspections;
- Procedures and forms to conduct Self-Evaluation
- Preparation of ADA Compliance Assessment Reports;
- Using and maintaining the project map
- Monitoring and updating the ADA Self-Evaluation and Transition Plan;
- Internal procedures for granting exemptions for City Projects

DAC has also provided training courses to many public entities with customized curriculums for the department or staff receiving the training, including:

- Roles and Responsibilities of the ADA Coordinator
- ADA Roles and Responsibilities for Front Line Staff
- ADA Roles and Responsibilities for Executive and Management Staff

- Maintenance of Accessible Facilities
- Maintenance of Accessible Public Rights-of-Way

DAC has also trained public entity staff to perform their own surveys of public rights-of-way and facilities using the DACTrak software.

### **Task 3.0: Field Survey and Self-Evaluation**

DAC will oversee and conduct the surveys of the interior and exterior areas of each City building, facility, park, parking and public right-of-way identified in the RFP and confirmed at the kickoff meeting.

DAC will prepare reports identifying each physical element within the public areas of each of the City buildings, facilities, recreational areas and public right-of-way that is out of compliance with the ADA and related codes and regulations or otherwise hinders or prevents access to persons with disabilities.

#### **1. Public Rights-of-Way – Phase 1**

- a. In consultation with the City, DAC will identify which City-owned public rights-of-way, including, but not limited to cross walks, pathways, sidewalks and curb ramps are subject to the requirements of the ADA and perform assessments of all areas within the identified public rights-of-way facilities. The reports prepared from the assessments will include details of all elements surveyed.
- b. DAC will conduct barrier assessment surveys with field reviews of the identified public rights-of-way owned by the City of Placentia, as appropriate. The surveys will identify physical barriers in the public rights-of-way that could limit accessibility. The information collected in the field will be compared to the Federal ADA codes as well as applicable state codes and the standard that provides the greater level of accessibility utilized.
  - i. Based on the results of the barrier assessment surveys, DAC will develop access compliance assessment reports issued through our DACTrak online accessibility management software in order to provide the City with comprehensive assessment results. The reports will include:
    1. as-is condition measurements and verifications as they relate to ADA access;
    2. a detailed barrier description and initial priority order related to relative impact to access;
    3. at least one digital photograph for documentation of each barrier;
    4. detailed location description identifying the location of the barrier, maps will also be provided for findings where GIS coordinates can be collected for available outdoor findings;
    5. a proposed solution to eliminate the barrier; and
    6. individual cost estimates for each solution.
- c. DAC will provide the City with access to DACTrak, allowing the City's users to generate details reports in multiple formats, including PDF and Excel, as well as map style formats of KML and Shapefile for available exterior areas where GIS coordinates can be collected. The DACTrak online accessibility management software will provide the City with comprehensive reports for the interior and exterior of each facility. DACTrak also includes tools that will allow the City to plan a schedule of barrier removal, adjust priorities and update the implementation of the transition plan. Many report options are available in DACTrak that can show detailed information for every noncompliant finding along each area of sidewalk, through high level summary reports that can offer a concise synopsis of noncompliant findings by category across all public rights-of-way facilities City-wide. Estimated costs are available in all reports, however a DACTrak user can choose to generate a report without estimated costs if needed.
- d. DAC will survey all City-owned public rights-of-way included as Appendix A and confirmed at the project kick off meeting.

## 2. Public Buildings – Phase 2

- a. In consultation with the City, DAC will identify which City buildings are subject to the requirements of the ADA, and perform assessments of all interior and exterior elements, including the path of travel as well as common areas throughout City owned and tenant occupied buildings. The reports prepared from the assessments will include details of all elements surveyed.
- b. DAC will conduct barrier assessment surveys with field reviews of all City-owned public buildings that provide programs, services or activities to the public, as appropriate. The surveys will identify physical barriers at each facility that could limit accessibility. The information collected in the field will be compared to the Federal ADA codes as well as applicable state codes and the standard that provides the greater level of accessibility utilized.
  - i. Based on the results of the barrier assessment surveys, DAC will develop access compliance assessment reports issued through our DACTrak online accessibility management software in order to provide the City with comprehensive assessment results. The reports will include:
    1. as-is condition measurements and verifications as they relate to ADA access;
    2. a detailed barrier description and initial priority order related to relative impact to access;
    3. at least one digital photograph for documentation of each barrier;
    4. detailed location description identifying the location of the barrier, maps will also be provided for findings where GIS coordinates can be collected for available outdoor findings;
    5. a proposed solution to eliminate the barrier; and
    6. individual cost estimates for each solution.
- c. DAC will provide the City with access to DACTrak, allowing the City's users to generate details reports in multiple formats, including PDF and Excel, as well as map style formats of KML and Shapefile for available exterior areas where GIS coordinates can be collected. The DACTrak online accessibility management software will provide the City with comprehensive reports for the interior and exterior of each facility. DACTrak also includes tools that will allow the City to plan a schedule of barrier removal, adjust priorities and update the implementation of the transition plan. Many report options are available in DACTrak that can show detailed information for every noncompliant finding in each building, through high level summary reports that can offer a concise synopsis of noncompliant findings by category across all facilities City-wide. Estimated costs are available in all reports, however a DACTrak user can choose to generate a report without estimated costs if needed.
- d. DAC will survey all City-owned buildings included in Appendix B included with the RFP and confirmed at the project kick off meeting.

## 3. Parks and Open Spaces- Phase 3

- a. In consultation with the City, DAC will identify which City-owned parks, trails, outdoor facilities and open spaces are subject to the requirements of the ADA and perform assessments of all areas within the recreational facilities. The reports prepared from the assessments will include details of all elements surveyed.
- b. DAC will conduct barrier assessment surveys with field reviews of all parks, trails, outdoor facilities and open spaces owned by the City of Placentia and included in Appendix C that provide programs, services or activities to the public, as appropriate. The surveys will identify physical barriers at each City-owned parks, trails, outdoor facility and open space that could limit accessibility. The information collected in the field will be compared to the Federal ADA codes as well as applicable state codes and the standard that provides the greater level of accessibility utilized.

- i. Based on the results of the barrier assessment surveys, DAC will develop access compliance assessment reports issued through our DACTrak online accessibility management software in order to provide the City with comprehensive assessment results. The reports will include:
  - 1. as-is condition measurements and verifications as they relate to ADA access;
  - 2. a detailed barrier description and initial priority order related to relative impact to access;
  - 3. at least one digital photograph for documentation of each barrier;
  - 4. detailed location description identifying the location of the barrier, maps will also be provided for findings where GIS coordinates can be collected for available outdoor findings;
  - 5. a proposed solution to eliminate the barrier; and
  - 6. individual cost estimates for each solution.
- c. DAC will provide the City with access to DACTrak, allowing the City's users to generate details reports in multiple formats, including PDF and Excel, as well as map style formats of KML and Shapefile for available exterior areas where GIS coordinates can be collected. The DACTrak online accessibility management software will provide the City with comprehensive reports for the interior and exterior of each facility. DACTrak also includes tools that will allow the City to plan a schedule of barrier removal, adjust priorities and update the implementation of the transition plan. Many report options are available in DACTrak that can show detailed information for every noncompliant finding in each recreational facility, through high level summary reports that can offer a concise synopsis of noncompliant findings by category across all facilities City-wide. Estimated costs are available in all reports, however a DACTrak user can choose to generate a report without estimated costs if needed.
- d. DAC will survey all City-owned parks and park facilities included in Appendix C included with the RFP and confirmed at the project kick off meeting.



#### 4. City Programs and Services

As part of Tasks 2.0 and 3.0, DAC will conduct an accessibility review of City programs, services, activities and policies to comply with a core requirement of an ADA Self-Evaluation and Transition Plan.

- a. In consultation with the City, DAC will identify which City programs and services are subject to the requirements of the ADA, including but not limited to, classes, workshops, meetings, and events. DAC will perform reviews of program policies, procedures, including but not limited to eligibility requirements, location(s) of services, methods of providing information and procedure for processing requests for accommodations. The information prepared from the programmatic assessments will be included in the self-evaluation and transition plan Executive Summary.
- b. DAC will conduct programmatic barrier assessment surveys of City programs and services, as appropriate and available. The reviews will identify programmatic barriers in City programs and services that could limit accessibility or be considered potentially discriminatory.
- c. Based on the programmatic barrier assessment surveys, DAC will provide the City with suggestions and recommendations as needed to ensure or enhance compliance in the City's

programs and services. The findings and recommendations will be included in the ADA Self-evaluation and Transition Plan report.

- d. The ADA self-evaluation and transition plan report will identify issues that may limit physical or other access to individuals with disabilities to City Programs and Services. The report will include a feasible solution and cost estimate for eliminating each barrier if applicable. Most programmatic changes to enhance compliance would have little to no cost associated.
- e. Although the ADA self-evaluation and transition plan project will focus on Title II, the report will also include a cursory review of the City’s employment and recruitment practices related to accessibility and reasonable accommodations.

## 5. City Webpages

- a. While the City did not expressly request this deliverable, DAC would recommend a compliance review of the City’s website and web pages.
- b. In consultation with the City, DAC will identify which City communications and webpages, including but not limited to, sign-up forms, registration forms and public facing website pages, are subject to the requirements of the ADA. DAC will provide the City with a programmatic review that will identify all communications items that are not compliant or are potentially discriminatory. The City’s website will be reviewed for compliance with the standard required for Title II entities, Web Content Accessibility Guidelines (WCAG) 2.1 Level AA.
- c. DAC will conduct barrier assessment surveys to review all City public communications and webpages, as appropriate. The surveys will identify accessibility barriers in City communications and webpages as well as potential language or procedures that could be considered discriminatory.
- d. DAC will provide the City with a report that includes the findings and recommendations from the reviews of the City’s communications and website review. The report will include a synopsis of the comprehensive website review which will be issued separately as a related and referenced report. The report will identify programmatic issues found in public communications and the City’s public facing website that limit accessibility.

### Detailed Approach for a Successful Project

In addition to the previous scope of work summary, tasks will also include, but are not limited to the following:

#### **Orientation/Project Meeting and Clarification of Project Scope and Schedule**

DAC will conduct an initial project kickoff meeting with selected City staff to clarify roles and lines of communication, refine project goals, review the overall project schedule, schedule surveys of City facilities, recreational areas and public rights-of-way and identify key City personnel related to the project scope. To ensure an efficient commencement of the project in order to meet the deadline requirements, the kickoff meeting may be held via teleconference. More specific activities will include:

- Information that is needed will be clarified at the initial orientation meeting. The initial meeting will also clarify proposed activities and provide a collaborative framework to discuss project strategies. The project methodology is generally designed to develop a comprehensive plan without placing additional activities and impact upon City staff.
- Barbara Thorpe will be designated as the project manager and will also serve as policy and program analyst. She will be the DAC contact for the project and serve as the point of contact for the City. The designated team members that will coordinate the inspection team during the facility reviews will be Michael Boga and Candice Pursch. The management approach will include coordination and assistance from DAC office staff under the direction of Jennie Grover, Director of Administrative Services, Tim Mahoney, General Manager and Candice Pursch, Director of Accessibility Services.

- Specific methodologies and data collection will be clarified. Timelines and benchmarks will be developed. Operational and procedural requirements will be reviewed, such as coordination of schedules, name tags, project dates and other relevant information. DAC staff members wear DAC uniform shirts and have DAC identification badges.
- The initial orientation meeting will include an assessment of any previous compliance activities and areas of current or potential litigation. The review of compliance activities and high priority areas will assist with the development of an overall project plan. The review and documentation of prior initiatives will also build a more defensible plan if the City is challenged by litigation.
- Project objectives will be clarified and elements that may be unique or of importance for the City will be discussed.
- Hours of operation, schedules and City activities by location will be discussed.

### **Survey of Facilities, Parks and PROW, Software for Transition Plans**

- DAC will conduct the surveys of the interior and exterior areas of each City building, facility recreational area and public right-of-way identified in the RFP and confirmed at the kickoff meeting.
- DAC will prepare reports identifying each physical element within the public areas of each of the City buildings, facilities, recreational areas and public right-of-way that is out of compliance with the ADA and related codes and regulations or otherwise hinders or prevents access to persons with disabilities.
- As required by the ADA, the 2010 ADA Standards will be compared with state codes and the standard that provides the greater level of accessibility utilized. As DAC collects actual measurements of as-is field conditions and records all information, data can be reprocessed if codes change without conducting a re-inspection, thus resulting in a significant savings when codes change, and the plan needs to be updated.
- DAC will provide the City with DACTrak online accessibility management software for City staff to generate reports in multiple styles and file formats. DACTrak reports will include, but may not be limited to the following:
- DAC collects as-built dimensions as they relate to ADA and other relevant code and guideline access;
  - Initial prioritizing of non-compliant findings relative to the level of impact to access;
  - Reference to code or codes defining the barrier to access;
  - Proposed solution(s) to eliminate the barrier;
  - Individual detailed cost estimate for each solution;
  - At least one digital photograph of each barrier to access;
  - Detailed location description, including GIS coordinates for available outdoor areas, to further identify the barrier when available.
- Assessments and reports will include a high degree of detail with photographs, code references, cost estimates and GIS information when applicable. The DACTrak software provides the user with the capability to generate reports in multiple formats such as progress reports, additional prioritizations, preset reporting features and other custom reports. The inclusion of photographs showing the as-is condition has proven to be valuable assistance to clients in the formulation of the decisions regarding barrier removal priorities. The DACTrak software provides an easy to use accessibility management platform that exceeds the ability to manage the plan by hard copies and binders. The assessment report of each facility will include cost estimates to correct deficiencies in accordance with the ADA or other applicable federal or state accessibility codes.
- Barriers are identified by building, floor or location and given a unique identifier record number to assist with navigation in the accessibility software and location of the finding and recommendation by area and site. Estimated applicable costs will be given by item and element in accordance with industry standards. Costs can be easily adjusted to adhere to any cost estimates the City may utilize.

- Physical access problems that require structural solutions will be documented in the compliance assessment reports that will be used to develop the transition plan. The proposed method for barrier removal will be provided. The transition plan will identify physical barriers that may limit accessibility of the City programs, services or activities for individuals with disabilities. The schedule for removal of barriers and appropriate timelines will be developed in consultation with the City.
- Identified barriers and obstacles will be prioritized as discussed in the Scope of Work. Use of the DACTrak software will provide the City with an additional tool to reprioritize items depending upon the unique and ongoing needs of the City and public comments during the public input process. Public and nonpublic areas will be identified, if requested. Employee only areas, for example, are usually given a lower priority for barrier removal.
- Detailed findings, inspection intake records and digital photos are recorded during the intake process. Findings are incorporated into the transition/barrier removal plans. Information collected during the survey process is preloaded by DAC into our DACTrak accessibility management software.

The DAC surveys of the public rights-of-way may include, but would not be limited to:

### **Sidewalks**

- Width
- Cross Slope
- Running slope
- Changes in elevation greater than 1/4 inch and changes in elevation that are not beveled up to 1/2 inch
- Any obstructions in the sidewalk that obstruct or narrow the path of travel such as protruding objects and items that narrow the required width
- Street furniture
- Collection of GIS location information and photographs

### **Signalized Intersections**

- Crosswalks
- Pedestrian ramps-curb ramps; width, slope, side flares, grooved borders, truncated domes, alignment with the crosswalk
- Accessible pedestrian signals
- Traffic stop bars

DAC uses a comprehensive approach to inspecting public rights-of-way. In order to conduct an assessment of all of the requirements in the PROW, DAC accessibility specialists walk each mile of sidewalk to record manual measurements and photographs of the field conditions and enter the information into our DACTrak tablet in the field. DAC has found that the use of



automated equipment for running slopes on sidewalks, such as ultra-light profilers, do not provide an actual measurement, but only provide a chart showing ranges. In some cases, if a change in level is greater than 1/2 inch, no actual quantifiable information is reported of how much greater the severity. In order to get the actual measurements for the sidewalks, the use of a “profiler” does not provide the measurements needed for items such as vertical clearance and street furniture.

The on-site facility team leader conducts a quality assurance review and contacts the field inspector regarding any items in the report that may need further investigation. The on-site facility team leader completes any necessary edits, and the final quality control editor is notified that the report is ready for the final edit.

Cost estimates are provided by DACTrak and then can be refined by DAC in collaboration with the City. If the City has utilized cost estimates for standard nonaccessible items or elements, then the City’s costs can be entered into the DACTrak program.

As is the case with most public entities, due to the limited City staff availability it is the intent of DAC to conduct the surveys with as little burden on the City staff as possible.

DAC team members will conduct on-site inspections on our DACTrak tablets and export the on-site field conditions for processing by our servers the same day of the inspection while located in the City. Thus, the draft report is ready the same day or at the end of the inspection of the site. Cost estimates are then refined by Michael Boga, Senior Director of Accessibility Services, in collaboration with the City. If the City has utilized cost estimates for standard nonaccessible items or elements, then the City's costs can be entered into the DACTrak program.

The on-site facility team leader conducts a quality assurance review and contacts the field inspector regarding any items in the report that may need further investigation. The on-site facility team leader completes any necessary edits and the final quality control editor is notified that the report is ready for the final edit.

As is the case with most public entities, due to the limited City staff availability it is the intent of DAC to conduct the surveys with as little burden to the City staff as possible.

#### **Task 4.0: GIS Integration**

As part of the inspection process and required by the ADA, the 2010 ADA Standards will be compared with state codes and the standard that provides the greater level of accessibility utilized.

As DAC collects actual measurements of as-is field conditions and records all information, data can be reprocessed if codes change without conducting a re-inspection, thus resulting in a significant savings when codes change, and the plan needs to be updated.

DAC will provide the City with DACTrak online accessibility management software for City staff to generate reports in multiple styles and file formats. DACTrak reports will include but may not be limited to as-built dimensions as they relate to the ADA and other relevant code and guideline access, initial prioritizing of noncompliant findings relative to the level of impact to access, reference to accessibility codes, proposed solution(s) to eliminate the barrier, cost estimate for each solution, at least one digital photograph of each barrier to access, and a detailed location description, including GIS coordinates and mapping.

The DACTrak software provides the user with the capability to generate reports in multiple formats such as progress reports, additional prioritizations, preset reporting features and other custom reports. The inclusion of photographs showing the as-is condition has proven to be valuable assistance to clients in the formulation of the decisions regarding barrier removal priorities. The DACTrak software provides an easy-to-use accessibility management platform that exceeds the ability to manage the plan by hard copies and binders. The assessment report of each facility will include cost estimates to correct deficiencies in accordance with the ADA or other applicable federal or state accessibility codes.

Barriers are identified by building, floor or location and given a unique identifier record number to assist with navigation in the accessibility software and location of the finding and recommendation by area and site. Estimated applicable costs will be given by item and element in accordance with industry standards. Costs can be easily adjusted to adhere to any cost estimates the City may utilize. The proposed method for barrier removal will be provided. The transition plan will identify physical barriers that may limit accessibility of the City programs, services or activities for individuals with disabilities. The schedule for removal of barriers and appropriate timelines will be developed in collaboration with the City. Identified barriers and obstacles will be initially prioritized.

Use of the DACTrak software will provide the City with an additional tool to update prioritizations, budget, implement and monitor barrier removal. DAC uses a comprehensive approach to inspecting public rights-of-way and records actual as-is measurements, not just an indicator of compliant or not compliant. DAC has found that the use of automated equipment for compliance measurements

of sidewalks does not provide actual comprehensive measurement of areas required to be assessed, such as protruding objects.

DAC team members will conduct onsite inspections on our DACTrak tablets and export the on-site field conditions for processing by our servers the same day of the inspection. An Executive Summary of the entire project will also be provided to the City. DAC will provide the City with access to DACTrak, allowing the City's users to generate details reports in multiple formats, including PDF and Excel, as well as map style formats of KML and Shapefile for available exterior areas where GIS coordinates can be collected.

The DACTrak online accessibility management software will provide the City with comprehensive reports for the interior and exterior of each facility. DACTrak also includes tools that will allow the City to plan a schedule of barrier removal, adjust priorities and update the implementation of the transition plan. Many report options are available in DACTrak that can show detailed information for every noncompliant finding along each area of sidewalk, through high level summary reports that can offer a concise synopsis of noncompliant City-wide findings by category.

Buildings, parks and open space assessments will include an assessment of all interior and exterior elements. The reports prepared from the assessments will include details of all elements surveyed. DAC will conduct barrier assessment surveys with field reviews of all City-owned public buildings that provide programs, services or activities to the public, as appropriate. The surveys will identify physical barriers at each facility that could limit accessibility. The information collected in the field will be compared to the Federal ADA codes as well as applicable state codes and the standard that provides the greater level of accessibility utilized.

DAC will provide the City with access to DACTrak, allowing the City's users to generate details reports in multiple formats, including PDF and Excel, as well as map style formats of KML and Shapefile for available exterior areas where GIS coordinates can be collected. The DACTrak online accessibility management software will provide the City with comprehensive reports for the interior and exterior of each facility. DACTrak also includes tools that will allow the City to plan a schedule of barrier removal, adjust priorities and update the implementation of the transition plan.

Many report options are available in DACTrak that can show detailed information for every noncompliant finding in each building, through high level summary reports that can offer a concise synopsis of noncompliant findings by category across all facilities City-wide. Estimated costs are available in all reports, however a DACTrak user can choose to generate a report without estimated costs if needed.

Report information for public rights-of-way, buildings and parks will include: as-is condition measurements and verifications as they relate to ADA access, a detailed barrier description and initial priority order related to relative impact to access, at least one digital photograph for documentation of each barrier, detailed location description identifying the location of the barrier, maps will also be provided for findings where GIS coordinates can be collected for available outdoor findings, a proposed solution to eliminate the barrier; and individual cost estimates for each solution. An Executive Summary of the entire project will also be provided to the City that will include the method and process for conducting the self-evaluation and developing the transition plan, as well as an overview of the barriers found in the City's parks and open spaces. All exterior paths of travel, curb ramps, and sidewalks providing access and are adjacent to the facilities will be inspected.

#### Facility Diagrams and Inventory

DAC will provide the integration of the collected GIS data of the City where applicable, and will include the phases and tasks identified in the RFP. Data will include reference maps, curb ramp condition data and GIS location information. As DAC developed and maintains DACTrak, custom fields can be added. A city-wide reference map will be included with ramp conditions and GIS coordinates. Notes can be added in the DACTrak software.

### **Task 5.0: Public Involvement and Outreach**

The City is required to provide opportunities for public input into the ADA plan. DAC will recommend and lead a public participation and outreach process that will incorporate the requirements of the ADA. The outreach portion of the self-evaluation and transition plan project will include multiple methods to provide opportunities for public input from members of the community as well as area organizations that provide services to persons with disabilities. The surveys that will be prepared for use in acquiring public input will encourage respondents to describe current accessibility needs and challenges to assist the City in developing accessible programs and facilities. DAC will work with the City to determine the most effective methods to gather input from individuals and groups who would like to participate in the development of the plan. DAC will compile all comments and feedback from public outreach efforts to be incorporated in the final transition plan.

### **Task 6.0: Project Database**

Based on experience and knowledge of the accessibility field and best practices, DAC continues to develop innovative methodologies, easy to use ADA management tools, and proven, successful strategies for evaluating programs, services, activities, events, facilities, parks and public rights-of-way. DACTrak was developed by DAC for the purpose of easy and useful importing and management of the accessibility data collected in the field.

DACTrak is interactive online software and is not an enhanced excel spread sheet. The ability to collect, compile, analyze and use report data in a practical format was one of the driving forces to develop the DACTrak intake and management software. Our DAC accessibility management software, DACTrak, provides our clients with a powerful management tool to document compliance, project costs, print custom reports and record progress. Findings and recommendations, in addition to other data are preloaded into the DACTrak software.

DAC owns and licenses the DACTrak online software which is accessed through a secure website compatible with all current major Windows based internet browsers. There is no software program file to download or install on the City's servers or computers in order to access and manage report data on DACTrak. All maintenance and updates to the DACTrak software are performed by DAC's in-house IT Team, therefore there is no burden on the City's IT staff to maintain or administer any software, programs or databases.

The data contained in the database shall be the property of the City. DAC proposes that the City use DACTrak to facilitate ongoing monitoring and updating of the final transition plan. If the City chooses not to use the DACTrak online management software, DAC can provide reports to the City in a compatible format such as Excel and PDF.

### **Task 7.0 Preliminary Cost Estimates**

DAC via the DACTrak software can provide preliminary cost estimates for each barrier identified in the inspection process. DAC will also collaborate with City staff to determine both local and long-term costing and costing contingencies.

### **Task 8.0 Final ADA Self-Evaluation and Transition Plan**

DAC will assist the City to develop a comprehensive ADA Self-evaluation and Transition plan and will include at a minimum a summary of findings of the self-evaluation of facilities, policies, programs, and practices, the recommendations for remedial measures to correct deficiencies and a methodology for prioritizing barrier remediation, cost estimates for recommended remediation measures, assistance with an implementation schedule that includes milestones or measures of achievement for monitoring implementation, recommendations for procedures and forms for monitoring implementation, recommendations for procedures for periodically reviewing and updating the ADA transition plan, recommendations for procedures and forms for performing evaluations of additional barriers, recommendations for procedures and forms for filing requests for accommodation, a list of references and contact information for ADA and accessibility related resources; and identification of the City official(s) with overall responsibility for implementation of

the plan. DAC will present the draft ADA transition plan and subsequently, the final proposed ADA transition plan findings to City Staff by issuing logins to the DACTrak accessibility management software and conducting an interactive training session via teleconference. DAC can also present the final document to the City Council.

DAC will provide the City with DACTrak online accessibility management software which will allow City staff to review and print standard and custom reports on demand, as well as implement and update the transition plan and schedule of barrier removal overtime. There are no per user seat licenses to access DACTrak, DAC can establish password protected logins to as many City staff as needed. In addition to providing the City with access to DACTrak to view and download reports, DAC can deliver the final self-evaluation and transition plan to the City in multiple formats such as in PDF, Microsoft Excel, KML and ESRI Shapefile for available exterior reports. The Executive Summary will be provided to the City in both Word and PDF formats and can also be printed if requested. If the City chooses not to use DACTrak, all data files and project maps and drawings associated with the self-evaluation report and transition plan will be provided to the City in a mutually agreed format. All data collected will be property of the City.

DAC will collaborate with the City to assist in the development of a 10-year CIP budget for accessibility.

## **2.7 Scope of Work**

DAC will complete, at a minimum, the scope of services described in the City's request for proposal.

### **Project Management and Meetings**

#### Project Manager

Barbara Thorpe will be designated as the project manager for this project and will manage and coordinate DAC's services and deliverables to the City.

#### Kick-Off Meeting

DAC will conduct an initial project kickoff meeting with selected City staff and provide a project management plan.

The kick-off will clarify roles and lines of communication, refine project goals, review the overall project schedule scope and schedule surveys of City facilities, recreational areas and public rights-of-way. The kick-off meeting will also identify key City and DAC personnel related to the project scope. The City's project Manager and project team will be formally introduced at the kick-off meeting. Information that is needed will be clarified at the initial orientation meeting.

#### Project Coordination Meetings

DAC will organize multiple meetings with City staff to complete the project requirements. DAC will collaborate and determine optimal number of project coordination meetings with the City that will be completed during the project. These meetings will include the preparation of meeting agendas and distribution of meeting minutes. Progress and Project meetings, agendas, and monthly status meeting schedule will be generated by DAC.

At a minimum DAC shall plan to attend at least three status meetings with City staff. A kick-off meeting, interim progress meeting and a final completions meeting shall be held at a minimum, in addition to any required site visits and City staff meetings needed for self-evaluation investigations and document research. The Consultant shall also plan to attend and present the ADA Transition Plan to the City Council at a public City Council meeting.

Barbara Thorpe will be designated as the project manager and will also serve as policy and program analyst. She will be the DAC contact for the project and serve as the point of contact for the City.

The designated team members that will coordinate the inspection team during the facility reviews will be Michael Boga, Senior Director of Accessibility Services, and Candice Pursch, Director of Accessibility Services. The management approach will include coordination and assistance from DAC

office staff under the direction of Jennie Grover, Director of Administrative Services, and Tim Mahoney, General Manager.

### Progress Reporting

DAC will provide monthly progress reports to designated City staff members to provide an overview of the progress, milestones, next steps and remaining items to be completed. Progress reports will accompany monthly invoices.

### Project Management Plan (PMP)

A project management plan (PMP) will be provided by DAC at the project kick-off meeting. The PMP will include, but not be limited to:

- Introduction: background, objectives, approach, project overview
- Project Organization: key personnel, project manager, and discipline leaders’ responsibilities and contact information
- Scope of services & contract document: scope, approach, prime contract, and subcontract documents
- Project design procedures: design standards and criteria, report and drawing list, specification list, design reviews
- Project administrative procedures: filing system, communication protocol, etc.
- Project budget, fee schedule and invoicing formats
- Prevailing wage rates (if applicable)
- City’s RFP
- DAC’s proposal
- Professional Services Agreement
- Any other related project information

## **2.8 Schedule**

Based on experience with similar projects, it is estimated that the project completion time will be within 12 months.

Scope of Service –Activity or Task	Months												
	1	2	3	4	5	6	7	8	9	10	11	12	
DAC kickoff meeting; survey methodologies, deliverables and schedule confirmation.													
Project planning, survey and activity scheduling, procedures review													
Surveys of City buildings, recreational facilities and public rights-of-way													
Opportunities for public input													
Review of policies and procedures; analysis of existing plan													
Draft self-evaluation of services, policies, programs and practices for City review													
Transition plan project database and accessibility reports prepared for City													
DACTrak software presented to City and logins created, training on use of DACTrak to implement the transition plan													
Deliverables completed and provided to the City													

## **Pricing Proposal**

Per the requirements of the RFP, the pricing proposal is provided in a separate document to the City.

## Appendix A – Sample Screen Shots of DACTrak Accessibility Management Software

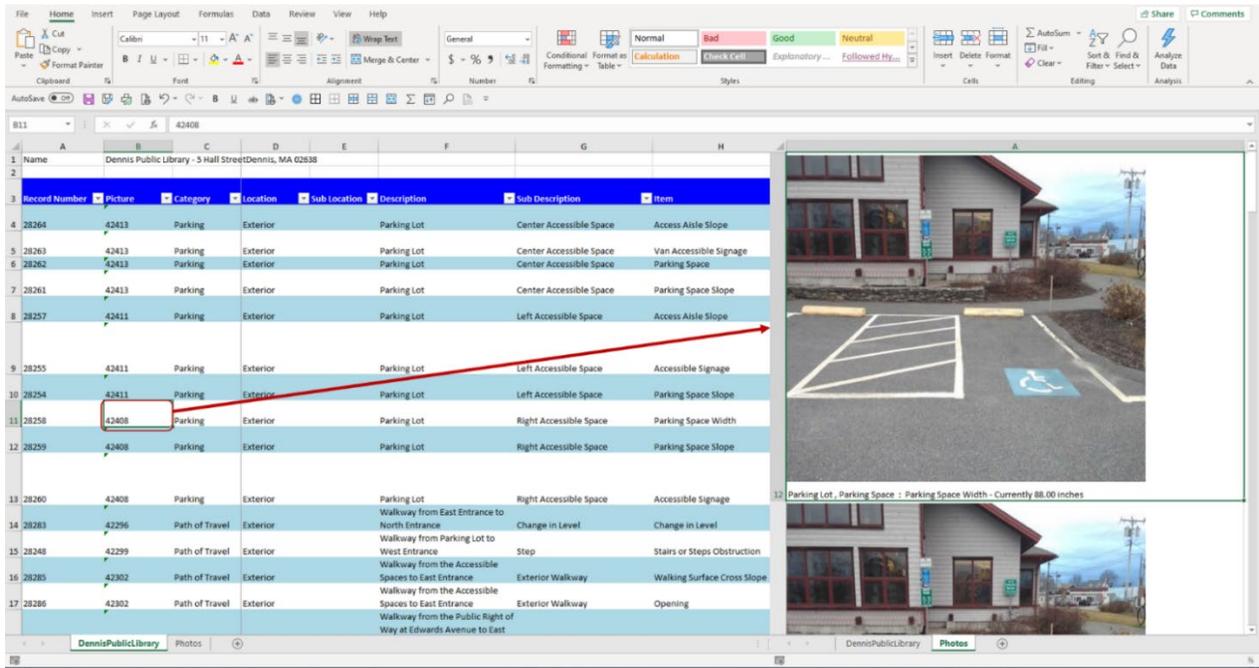
In addition to the photographs included throughout our proposal, we are also providing additional sample screen shots generated from the DACTrak accessibility management online software program prepared for several public entity clients.

Facility Name	Address
Apollo Park	12544 Rives Avenue Downey, CA 90242
Barbara J Riley Community Center	7810 Quill Drive Downey, CA 90240
Brookshire Childrens Park	12520 Brookshire Avenue Downey, CA 90240
Chamber of Commerce	11131 Brookshire Avenue Downey, CA 90240
City Hall	11111 Brookshire Avenue Downey, CA 90240
Crawford Park	7000 Dinwiddie Street Downey, CA 90240
Dennis The Menace Park	9125 Arrington Avenue Downey, CA 90240
Discovery Sports Complex Park	12400 Columbia Way Downey, CA 90242
Downey Civic Theatre	8435 Firestone Boulevard Downey, CA 90240
Furman Park	10419 Rives Avenue Downey, CA 90241
Gary P. McCaughan Gymnasium	12544 Reves Avenue Downey, CA 90242

Upon logging in to the secure DACTrak website, you are able to choose the facility you would like to view and manage. This screen shot is an example of a facility list for a recent public entity transition plan project.

After choosing a facility, you are able to use Reports drop down menu to choose which report style to view. You may also choose to view multiple facilities in one report.

The Single Finding and Dual Finding Photo Reports may be exported to an Excel workbook for easy management of the transition plan data. The Excel workbook exports into a pre-formatted table with the filter function atop each data column. The report is a fully functioning Excel spreadsheet that may be sorted, filtered and manipulated by the user. The column for Picture identification numbers includes cells that are live links to the second tab of the workbook which contains report photos. Clicking the cell for a particular report finding will bring up the associated picture on the Photos tab.



**City Hall**

**Parking : Parking Space Length**

**Parking Lot Next To Police Department  
Center Accessible Space**

**Finding**

The accessible parking space does not meet the minimum requirement for length.

**On-Site Finding** 196.00 inches

**Recommendation**

Re-stripe the accessible parking space.

**Recommendation** At least 216.00 inches

**Estimated Cost**

Re-stripe existing parking space \$350



**Code Reference** CA 11B- 502.2

**Progress**

<b>Record Number</b>	410258	<b>Resolution</b>	Not_Set
<b>Progress</b>	Not_Started	<b>Priority</b>	Four
<b>Actual Date</b>		<b>Projected Date</b>	06/30/2022
<b>Actual Cost</b>	\$0.00	<b>Contractor</b>	
<b>Comments</b>	No Comments		
<b>Assignment</b>	Not.Set	<b>New Value</b>	0
<b>Designated Staff</b>			

This screenshot is an example of a finding page in a Single Finding Photo Report. This type of report shows the user the finding, with accompanying recommendation to correct the non-compliant item, the associated photo, code reference(s), estimated cost to remove the barrier, and any progress that has been added to update the transition plan.

### Reports Sort and Filter Panel

Users are able to customize the report that is generated by making selections in the drop down menus and choice fields.



Reports Tools

#### Basic Photo Report

Please select the filter criteria and click "Generate Report" to view the Report.

Clients:	City of Downey	Projects:	Facilities and Parks
Facilities:	City Hall	Locations:	All Locations
Categories:	All Categories Accessible Showers Adaptable Dwelling Units Aisles	Priority:	All 1 2 3
Key Word:		Assignment:	All Category 1 Category 2 Category 3
Sort By:	<input checked="" type="radio"/> Priority <input type="radio"/> Category <input type="radio"/> Location <input type="radio"/> Description	Resolution:	All Corrected Not Corrected Not Applicable
Progress:	All Not Started In Progress Completed	Cost Responsibility:	All Landlord/Owner Tenant Both
Projected Date From:		Actual Date From:	
To:		To:	
<input type="button" value="Generate Report"/>			

### Single Facility PDF Report Options

DACTrak offers users many different styles of reports to view in a PDF file which can be exported from DACTrak and saved offline for viewing, printing or emailing.

#### PDF Report

Please select the filter criteria and click "Generate PDF" to download the Report.

Clients:	City of Downey	Projects:	Facilities and Parks
Facilities:	City Hall	Locations:	All Locations
Categories:	All Categories Accessible Showers Adaptable Dwelling Units Aisles	Priority:	All 1 2 3
Key Word:		Assignment:	All Category 1 Category 2 Category 3
Sort By:	<input checked="" type="radio"/> Priority <input type="radio"/> Category <input type="radio"/> Location <input type="radio"/> Description	Resolution:	All Corrected Not Corrected Not Applicable
Progress:	All Not Started In Progress Completed	Cost Responsibility:	All Landlord/Owner Tenant Both
Projected Date From:		Actual Date From:	
To:		To:	
<input type="button" value="Generate PDF"/>			

Include Costing Information in this Report

Please select a type of report from the list below and click on Generate PDF :

- Text Report
- Basic Photo Report
- Dual Photo Report
- Summary Report
- Transition Plan Report
- Total Unit Cost Report
- Corrected Items Report

### Single Facility Excel Report Options

DACTrak also contains options to export reports to an Excel format, which can be customized using the drop down menus and selection fields. The exported Excel report is a fully functioning workbook which can be further manipulated to suit the needs of the user.

#### Excel Report

Please select the filter criteria and click "Generate Excel" to download the Report.

Clients:	City of Downey	Projects:	Facilities and Parks
Facilities:	City Hall	Locations:	All Locations
Categories:	All Categories Accessible Showers Adaptable Dwelling Units Aisles	Priority:	All 1 2 3
Key Word:		Assignment:	All Category 1 Category 2 Category 3
Sort By:	<input checked="" type="radio"/> Priority <input type="radio"/> Category <input type="radio"/> Location <input type="radio"/> Description	Resolution:	All Corrected Not Corrected Not Applicable
Progress:	All Not Started In Progress Completed	Cost Responsibility:	All Landlord/Owner Tenant Both
Projected Date From:		Actual Date From:	
To:		To:	
<input type="button" value="Generate Excel"/>			

- Include Photos in this Report
- Include Costing Information in this Report

### Multi Facility Excel Report Options

Excel reports may also be generated to contain findings for more than one facility by using the Multi Facility Report option in DACTrak. This report is able to be customized using the available filter fields. If the user requires a small file size for storage or emailing, the option is available to exclude photos in the generated report.

#### Multi Facility Excel Report

Please select the filter criteria and click "Generate Report" to view the Report. Press and hold the "Ctrl" button to select multiple facilities.

Clients:	City of Downey	Projects:	Facilities and Parks
Facilities:	Apollo Park Barbara J Riley Community Center Brookshire Childrens Park Chamber of Commerce City Hall Crawford Park	Categories:	All Categories Accessible Showers Adaptable Dwelling Units Aisles Areas of Rescue Assistance Assembly Areas
Priority:	All 1 2 3	Assignment:	All Category 1 Category 2 Category 3
Progress:	All Not Started In Progress Completed	Resolution:	All Corrected Not Corrected Not Applicable
Projected Date From:		Actual Date From:	
To:		To:	
Key Word:		Cost Responsibility:	All Landlord/Owner Tenant Both
File Type:	<input checked="" type="radio"/> Single <input type="radio"/> Individual(Zip File)	<input type="button" value="Generate Excel"/>	

- Include Photos in this Report

## Map Overlay Report

Aerial map reports of non-compliant findings can be viewed in DACTrak. This report plots the locations of the findings on an interactive map. Unique icons identify the different types of findings.

Clients: <input type="text" value="City of Palm Springs"/>	Projects: <input type="text" value="Sidewalks"/>		
Facilities: <input type="text" value="Alejo Road"/>	Locations: <input type="text" value="All Locations"/>		
Categories: <input type="text" value="All Categories"/>	Priority: <input type="text" value="None"/>	Assignment: <input type="text" value="None"/>	
Key Word: <input type="text"/>	<input type="text" value="1"/> <input type="text" value="2"/> <input type="text" value="3"/>	<input type="text" value="Category 1"/> <input type="text" value="Category 2"/> <input type="text" value="Category 3"/>	
Sort By: <input type="radio"/> Priority <input type="radio"/> Category <input type="radio"/> Location <input type="radio"/> Entity			
Progress: <input type="text" value="Not Started"/> <input type="text" value="In Progress"/> <input type="text" value="Completed"/>	Resolution: <input type="text" value="None"/> <input type="text" value="Corrected"/> <input type="text" value="Not Corrected"/> <input type="text" value="Not Applicable"/>	<input type="button" value="Generate Report"/>	

## Drilled Down View of Map Overlay Report

Each icon in the map overlay report is a clickable link that will expand to a pop up window identifying the finding. The individual finding information may also be printed from this feature.

Clients: <input type="text" value="City of Downey"/>	Projects: <input type="text" value="Public Rights of Way"/>		
Facilities: <input type="text" value="Downey Avenue - Stewart &amp; Gray Road to Texas Street"/>	Locations: <input type="text" value="All Locations"/>		
Categories: <input type="text" value="All Categories"/> <input type="text" value="Rooms"/> <input type="text" value="Accessible Showers"/> <input type="text" value="Adaptable Dwelling Units"/>	Priority: <input type="text" value="None"/>	Assignment: <input type="text" value="None"/>	
Key Word: <input type="text"/>	<input type="text" value="1"/> <input type="text" value="2"/> <input type="text" value="3"/>	<input type="text" value="Category 1"/> <input type="text" value="Category 2"/> <input type="text" value="Category 3"/>	
Sort By: <input checked="" type="radio"/> Priority <input type="radio"/> Category <input type="radio"/> Location <input type="radio"/> Description			
Progress: <input type="text" value="Not Started"/> <input type="text" value="In Progress"/> <input type="text" value="Completed"/>	Resolution: <input type="text" value="None"/> <input type="text" value="Corrected"/> <input type="text" value="Not Corrected"/> <input type="text" value="Not Applicable"/>	Cost Responsibility: <input type="text" value="All Landlord"/> <input type="text" value="Tenant"/> <input type="text" value="Both"/>	
Projected Date From: <input type="text"/>	Actual Date From: <input type="text"/>	To: <input type="text"/>	<input type="button" value="Generate Report"/>

## Global Progress Editor

Many records are able to be managed and updated with identical information from one screen using the Global Progress Editor. Users choose the records to update and the information that they would like to apply to all chosen records. Once information is entered, the user needs only to click the "Submit" button once to update all chosen records.

### Global Progress Editor

Please select the filter criteria and click "Generate Report" to view the deficiencies you are able to edit.

Click the excel icon to export the document:

Record Number	Location	Element Description	Finding	On Site Finding	Deviation	Progress	Resolution	Priority	Projected Completion Date	Actual Completion Date	Cost Responsibility	Contractor	Designated Staff	Code Reference	Inspector Notes	Comments
323637	3rd Floor	Mens Restroom Next To Council Office - Shelf	The leading edge of the item protrudes into the circulation route greater than permitted.	8.00 inches	+4.00 inches	In Progress	Not Set	1	6/30/2018					ADA 307, 307.2, CA 11B-307.2	No Comments	
323683	2nd Floor	Mens Restroom Next To Credit Union - Shelf	The leading edge of the item protrudes into the circulation route greater than permitted.	8.25 inches	+4.25 inches	In Progress	Not Set	1	6/30/2018					ADA 307, 307.2, CA 11B-307.2	No Comments	
323638	3rd Floor	Womens Restroom Next To Information Technology Shelf	The leading edge of the item protrudes into the circulation route greater than permitted.	8.00 inches	+4.00 inches	In Progress	Not Set	1	6/30/2018					ADA 307, 307.2, CA 11B-307.2	No Comments	
410243	1st Floor	1st Floor North Stairwell Entrance - Lever	The door opening force for pounds this door is greater than allowed.	11.00 pounds	+6.00 pounds	In Progress	Not Set	2	12/31/2018					ADA 404.2, CA 11B-404.2	No Comments	
410238	1st Floor	1st Floor West Stairwell Entrance - Lever	The door opening force for pounds this door is greater than allowed.	12.00 pounds	+7.00 pounds	In Progress	Not Set	2	12/31/2018					ADA 404.2, CA 11B-404.2	No Comments	

## Priority Manager

Priority Manger allows users to manage many records on one page, but individually update each record with unique information. Once all selections are made, the user clicks "Submit" to apply all updates.

### Priority Manager

Please select the filter criteria and click "Generate Report" to view the deficiencies you are able to edit.

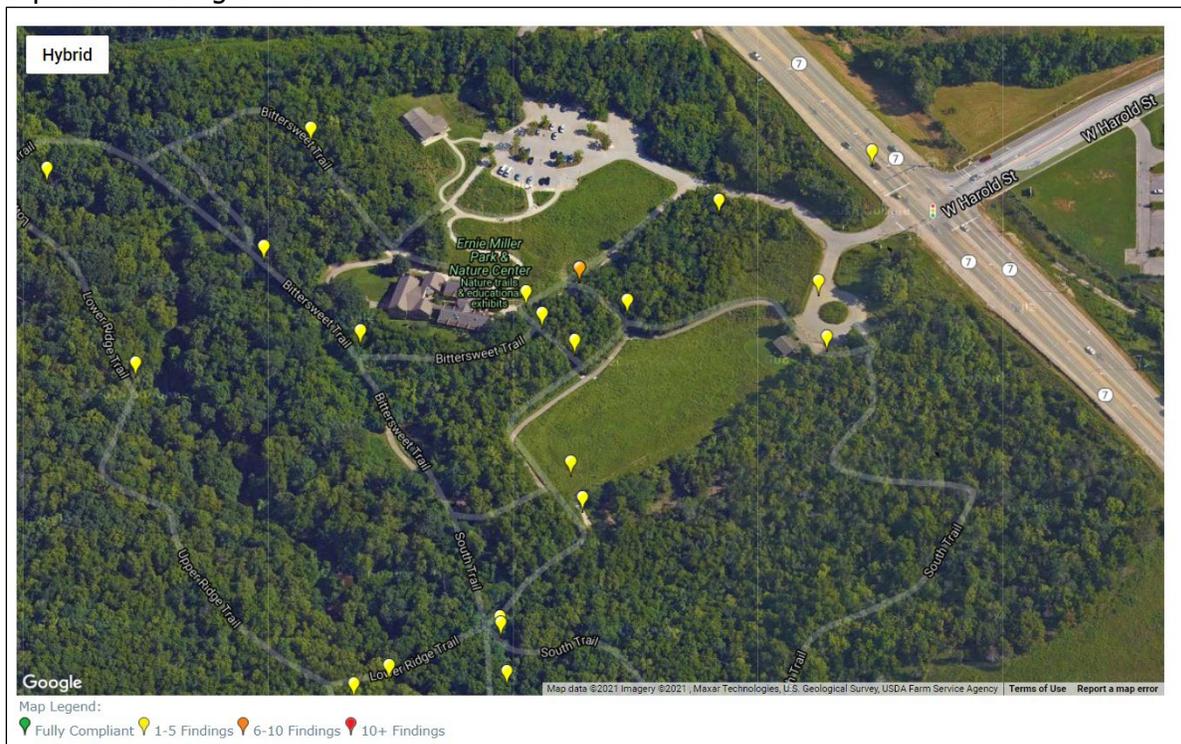
Click the icon to export to excel:

Select deficiencies from the list below, enter new values, scroll to the bottom and hit Save. To erase a value, leave the field blank.

Record Number	Location	Element Description	Finding	On Site Finding	Deviation	Priority	Assignment	Progress	Resolution	Projected Completion Date	Actual Completion Date	Cost Responsibility	Contractor	Designated Staff	New Measurement	Code Reference	Inspector Notes
323637	3rd Floor	Mens Restroom Next To Council Office - Shelf	The leading edge of the item protrudes into the circulation route greater than permitted.	8.00 inches	+4.00 inches	1	Not Set	In Progress	Not Set	6/30/2018		None			0	ADA 307, 307.2, CA 11B-307.2	
323683	2nd Floor	Mens Restroom Next To Credit Union - Shelf	The leading edge of the item protrudes into the circulation route greater than permitted.	8.25 inches	+4.25 inches	1	Not Set	In Progress	Not Set	6/30/2018		None			0	ADA 307, 307.2, CA 11B-307.2	
323638	3rd Floor	Womens Restroom Next To Information Technology Shelf	The leading edge of the item protrudes into the circulation route greater than permitted.	8.00 inches	+4.00 inches	1	Not Set	In Progress	Not Set	6/30/2018		None			0	ADA 307, 307.2, CA 11B-307.2	
410243	1st Floor	1st Floor North Stairwell Entrance - Lever	The door opening force for pounds this door is greater than allowed.	11.00 pounds	+6.00 pounds	2	Not Set	In Progress	Not Set	12/31/2018		None			0	ADA 404.2, CA 11B-404.2	

## Heat Map

DACTrak also provides an option for viewing locations where there is a high or low concentration of noncompliant findings in a heatmap. The following example shows locations of noncompliant exterior findings at a park, using colored icons. Information about the noncompliant findings can be viewed by clicking on each colored icon to launch an interior window with the descriptions of the findings. The following two examples are heat maps for a park viewed in DACTrak and a signalized intersection exported to Google Earth.



## **Appendix B - Resumes of Project Manager and CASp Quality Control Manager**

### **BARBARA THORPE, DAC President and Project Manager**

#### **Americans with Disabilities Act, Section 504 and Related Experience**

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- President of Disability Access Consultants, LLC, a woman founded small business with an extensive history of accessibility compliance consulting since 1998
- Conducted hundreds of Americans with Disabilities Act self-evaluations for public entities, City and County governments, school districts, colleges, universities and outdoor developed areas
- Provided consultation regarding access to programs, services and activities to public entities and businesses
- Conducts quality control audits of projects for compliance with the ADA and Section 504 of the Rehabilitation Act including public rights-of-way, facilities and outdoor developed areas
- Assisted with the development of thousands of transition/barrier removal plans for public entities regarding facilities and public rights-of-way
- Performed compliance audits for the Department of the Interior
- Served as an expert witness for the Department of Justice, public entities and other businesses
- Served on advisory boards for disability issues for public entities
- Provided consultation to numerous state and local government entities and the federal government regarding ADA and Section 504 compliance
- Assisted with ADA implementation plans and consent decrees for public entities
- Provided staff development activities for public entities, businesses and associations

#### **Professional Experience**

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- Occupational Therapist
- Teacher for special needs and persons with disabilities
- Program Staffing Specialist
- Administrator for Special Services
- Director of Special Education and Student Services
- Director of Planning and Compliance
- ADA Coordinator, 504 Coordinator and Equity Officer
- Accessibility Consultant

#### **Education**

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- Colorado State University, Bachelor of Science - Occupational Therapy
- University of South Florida, Master's Degree – Administration and Supervision, Educational Leadership

#### **Presentations and Training Sessions**

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- ADA Litigation Trends for Public Works-Public Works Academy
- Parks and Recreation Training for CAPRI Members
- California Association for Park and Recreation Indemnity
- California Association of Joint Powers Authorities
- ADA Coordinator's Training for Public Entities
- Roles and Responsibilities for ADA Compliance for Public Entities
- Public Works Academy – California Joint Powers Insurance Authority
- CJPIA ADA Risks and Litigation
- Indiana Parks and Recreation Association – Annual Conference
- Public Entity Risk Management Authority
- City of San Clemente
- Minnesota School Board Association
- California School Board Association

- Association of Defense Counsel of Northern California and Nevada
- Public Agencies Risk Managers Association
- School and College Legal Services
- Council of Public Entity Attorneys
- California Defense Counsel
- McNeese State University, Louisiana
- Louisiana Association of Physical Plant Administrators
- California Council of School Attorneys
- San Diego County Office of Education JPA
- Tuolumne Joint Power Authority
- Fairfield County Risk Management Group
- North Bay School Insurance Authority
- California Association for School Housing
- California Association of School Business Officials
- Joint Powers Authorities
- California School Board Association
- School Insurance Authority
- California Risk Management Authority
- Alameda County Facility Planners
- Rental Housing Association
- Western Fairs Association
- Contra Costa County Office of Education
- California Joint Power Insurance Authority
- South Orange County Community College District

### **Publications**

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- ADA Changes: Get a Head Start on Pending Accessibility Guidelines: September 2001- Maintenance Solutions Magazine
- A Gameplan for Access: Strategies and Tactics to help managers develop a successful barrier removal plan for public facilities: March 2003 – Maintenance Solutions Magazine
- Accessible Toilet Rooms: June 2006 –American Schools & Health Facilities Publication

### **Boards**

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- Served on the California Division of the State Architect State Advisory Board
- Served as the vice chairperson for the California Division of the State Architect Access Compliance Advisory Committee
- Served on the California Division of State Architect Education and Training Committee

### **Other Activities**

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- Appointed by the Office of the Independent Monitor regarding Chandra Smith vs. Los Angeles Unified School District Modified Consent Decree
- Appointed as a neutral monitor regarding implementation of a consent decree for a public entity
- Currently assisting with the resolution of an ADA complaints for several City and County Governments
- Currently assisting a public entity to resolve a complaint by the US Department of Justice

## **MICHAEL BOGA, CASp-152, DAC Senior Director of Accessibility Services and Head of Quality Control**

### **Americans with Disabilities Act and Related Experience**

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- Inspected over two thousand facilities for compliance with federal and state accessibility standards
- Assisted with the development and implementation of transition/barrier removal plans
- Provided consultation regarding Title II and Title III accessibility requirements
- Performed compliance audits for federal agencies
- Provided accessibility training activities for public entities and businesses
- Served as an expert witness for Title II and Title III
- Provided numerous training sessions and seminars regarding the requirements of state and federal accessibility standards for Title II and Title III

### **Professional Experience**

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- Contractor
- Work Training Program Coordinator
- Special Education Teacher
- Accessibility Inspector (1998 to Present)

### **Certifications and Training**

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- Certified Accessibility Specialist (Certificate No. CASp-152)
- Certified International Council (ICC)
- Accessibility/Usability/Plans Examiner (No. 1108082-21)
- Division of State Architect Academy-Accessibility/Plan Review/Fair Housing
- Division of the State Architect Academy –CBC Amendments – Accessibility
- Division of the State Architect Academy –CBC Amendments – Accessibility
- Division of the State Architect Academy – Plan Review
- Division of the State Architect Academy – Accessible Public Housing Regulations
- Division of the State Architect Academy – Transient Lodging, Housing at a Place of Education and Social Service Center Establishments
- Texas Department of Licensing and Regulation Compliance Division - Texas Accessibility Academy
- Texas Department of Licensing and Regulation Compliance Division – Elimination of Architectural Barriers in the Public Right-of-way

### **Education**

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- St. Leo College, Bachelor of Science

### **Publications**

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- Articles for Maintenance Solutions Magazine
  - “Opportunities for Access”, March 2004
  - “Clearing a Path for Access”, February 2005

### **Presentations and Training**

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- California Association for Park and Recreation Indemnity
- Indiana Parks and Recreation Annual Conference
- Public Risk Managers Association
- Council of Public Entity Attorneys
- California Building Authority
- California Joint Powers insurance Authority

- Alliance of Schools for Cooperative Insurance Programs
- Schools Insurance Group
- Schools Insurance Authority
- Tri County Schools Insurance Group
- California School Board Association
- San Diego County Office of Education JPA
- California Council of School Attorneys
- Tuolumne County Joint Powers Authority
- California Association of School Housing
- California Association of School Business Officials
- School and College Legal Services
- Southern California AIA
- Oroville Chamber of Commerce
- Rental Housing Authority
- Western Fairs Association of Defense Counsel of Northern California and Nevada
- California Defense Counsel
- Independent Living of Northern California

**Other Activities**

- Appointed by the Office of the Independent Monitor regarding Chandra Smith vs. Los Angeles Unified School District Modified Consent Decree
- Appointed as a neutral monitor regarding implementation of a consent decree for a public entity
- Currently assisting a public entity with resolution of an ADA complaint
- Currently assisting a public entity to resolve a complaint by the US Department of Justice





# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR

DATE: MAY 7, 2024

SUBJECT: **APPOINTMENTS TO FILL VACANCIES ON ONE (1) CITY COMMISSION AND THREE (3) CITY COMMITTEES**

FISCAL IMPACT: NONE

### **SUMMARY:**

There are currently six (6) vacancies on the City's ten (10) Commissions and Committees. The City received a total of six (6) applications. To ensure that these advisory bodies can operate effectively and with a full complement of members, Staff recommends City Council consider the actions listed below.

### **RECOMMENDATION:**

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

1. Make the necessary appointments to fill the vacancies listed below:
  - a. One (1) vacancy on the Parks, Arts & Recreation Commission for a four-year term
  - b. One (1) vacancy on the Heritage Committee for a non-expiring term
  - c. Two (2) vacancies on the Historical Committee for a non-expiring term
  - d. Two (2) vacancies on the Veterans Committee for a non-expiring term; and
2. Direct Staff to update the City's master Commission and Committee vacancy list; and
3. Continue the Commission and Committee Application/Recruitment process for any remaining vacancies for future consideration of appointments.

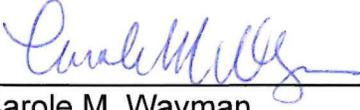
### **DISCUSSION:**

The City Clerk's Office received a total of six (6) applications. Attached is a summary of applicants for consideration of appointment to the current vacancies (Attachment 1). At a Special Meeting held on May 7, 2024, the City Council interviewed six (6) applicants for these vacant positions.

Staff recommends the City Council consider appointments to the Parks, Arts & Recreation Commission and the Heritage, Historical and Veterans Committees and continue the recruitment process for any future vacancies.

**3.a.**  
**May 7, 2024**

Prepared by:



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Carole M. Wayman  
Deputy City Clerk

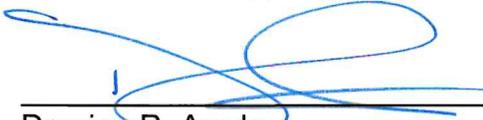
Reviewed and approved:



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Rosanna Ramirez  
Deputy City Administrator

Reviewed and approved:



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Damien R. Arrula  
City Administrator

Attachments:

1. Commission and Committee Vacancy/Applicant List
2. Summary of Commissioner and Committee Member Requirements

**COMMISSION AND COMMITTEE  
VACANCY/APPLICANT LIST  
As of 4-30-24**

**Parks, Arts & Recreation Commission - 5 Members**

**Vacancies: One (1) Four-Year Term**

**New Applicants**

Lisa Pallares (First preference PARC)  
Matthew Rupard  
Daisy Bennett

**Heritage Committee - 9 Members**

**Vacancies: One (1) Alternate Non- Expiring Term**

**New Applicant**

Lisa Pallares (2<sup>nd</sup> Preference Heritage)

**Historical Committee - 9 Members**

**Vacancies: Two (2) Non-Expiring Terms**

**New Applicant**

Bonnie Carren

**Veterans Committee - 9 Members**

**Vacancies: Two (2) Non- Expiring Terms**

**New Applicants**

Jeffrey Brockmeier  
James Anthony Burnant-Nair

Summary of Commissioner and Committee Member Requirements

From Committee Commission & Advisory Board Manual

Adopted 3/5/2024

**APPENDIX**

**PLACENTIA COMMISSIONS, BOARDS & COMMITTEES  
DUTIES, MEETING DATES, AND TIMES**

## **BLUE RIBBON COMMITTEE SENIOR/ COMMUNITY CENTER COMMITTEE**

### **MEMBERSHIP**

The Senior/Community Center Blue Ribbon Committee consists of eleven (11) regular members who serve until removed or resign. All members are appointed by the City Council and serve at the discretion of the Council. The Committee is to be comprised of eleven (11) members: one (1) appointed from within each of the five (5) city Council districts; one (1) from the Parks, Arts, and Recreation Commission; one (1) from the Senior Advisory Committee and two (2) City Council members, and two (2) Members-At-Large.

### **MEETINGS**

Regular meetings of the Senior/Community Center Blue Ribbon Committee are held at 6:30 p.m. on the third Wednesday of each month.

### **POWERS AND DUTIES**

- Serves in an advisory capacity to the City Council on identifying the community needs for the proposed Senior/Community Center.
- Serves in an advisory capacity to the City Council on identifying the recommended design components for the proposed construction of a Senior/Community Center.
- Solicit input from the community on the proposed Senior/Community Center.
- Considers matters related to the needs and design of the proposed Senior/Community Center submitted by the City Council, staff or public and recommends courses of action where appropriate.

### **STAFF LIAISON**

Director of Community Services and/or designated staff member(s).

## **CIVIC CENTER JOINT USE COMMITTEE**

### **MEMBERSHIP**

The Civic Center Joint Use Committee consists of five (5) members, two (2) of which are appointed by the Board of Trustees of the Library District and three (3) of which are appointed by the City Council. The term of office is for four (4) years.

### **MEETINGS**

Meetings of the Civic Center Joint Use Committee are held quarterly.

### **POWERS AND DUTIES**

- The Civic Center Joint Use Committee serves as an Advisory Board to the City Council and the Library Board of Trustees on matters relating to the Civic Center.

### **STAFF LIAISON**

City Administrator and Deputy City Administrator and/or designated staff member(s).

**CITY COUNCIL  
DOG PARK AD-HOC COMMITTEE**

**MEMBERSHIP**

The City Council Dog Park Ad-Hoc Committee consists of three (3) regular members. All members are appointed by the City Council and serve at the discretion of the Council. The Ad-Hoc Committee is to be comprised of two (2) City Council members and one (1) member of the Parks, Arts, and Recreation Commission.

**MEETINGS**

Regular meetings of the City Council Dog Park Ad-Hoc Committee are held as needed.

**POWERS AND DUTIES**

- Serves in an advisory capacity to the City Council on identifying locations for a potential dog park in Placentia.
- Serves in an advisory capacity to the City Council on identifying the recommended design components for the proposed dog park.
- Solicit input from the community on the proposed dog park.
- Considers matters related to the needs, design, and City liability of a proposed dog park and presents findings to the City Council.

**STAFF LIAISON**

Director of Community Services and/or designated staff member(s).

## **FINANCE AND INVESTMENT COMMITTEE**

### **MEMBERSHIP**

The Finance and Investment Committee consists of three (3) members, the Mayor, Mayor Pro Tem, and City Treasurer.

### **MEETINGS**

Regular meetings of the Finance and Investment Committee are held at 5:30 p.m. quarterly on the fourth Thursday of the month in City Hall.

### **POWERS AND DUTIES**

- Reviews the City's Investment Policy annually, review quarterly investment performance, and to consult with the City Treasurer regarding current investments and future investment opportunities.
- Assist in the development of five-year capital budgets and revenue projections.
- Review the annual budget and make recommendations to the City Council.
- Studies all fiscal issues and recommends possible improvements and economies.
- Issue reports to the City Council on the City's investment and financial conditions.

### **STAFF LIAISON**

City Administrator, Finance Director and/or designated staff member(s).

## **FINANCIAL AUDIT OVERSIGHT COMMITTEE**

### **MEMBERSHIP**

The Financial Audit Oversight Committee consists of five (5) members who serve for a period of three (3) years. Members are chosen from residents (18 years or over) of the City (residency requirement can be waived by City Council) who have knowledge of accounting/financial principles and it is desirable that they have experience in government accounting. All members are appointed by the City Council and serve at the discretion of the Council.

### **MEETINGS**

Regular meetings of the Financial Oversight Committee are held at 7:00 p.m. quarterly the second Monday in City Hall.

### **POWERS AND DUTIES**

- Serves in an advisory capacity to the City Council and City Administrator with their primary role being to provide an internal audit function.
- Assist with the development and issuance of a Request for Proposals from qualified audit firms to perform an internal review of selected financial activities and internal control procedures; to interview qualified proposers; to negotiate cost; and to report to the City Council with a recommendation for audit firm selection.
- Return to the City Council with recommendations for administrative policies and procedures.

### **STAFF LIAISON**

Director of Finance and/or designated staff member(s).

## **HERITAGE FESTIVAL COMMITTEE**

### **MEMBERSHIP**

The Heritage Committee, consisting of nine (9) members to be known as the Executive Board, has been established by the City Council, and shall have as its responsibility and purpose the planning and execution of the City's annual Heritage Celebration and related Heritage activities within the Community. The Committee may enlist the help and support of a variety of other volunteers to assist in carrying out its purpose. The City Council shall approve the parade route, theme, budget, and addition or removal of an Executive Board member.

### **APPOINTMENTS AND VACANCIES**

The nine members of the Heritage Committee Executive Board shall be appointed by the Mayor of Placentia, with consensus of the Placentia City Council. The nine (9) member Executive Board shall consist of a majority of Placentia residents at all times (i.e. five or more members must be Placentia residents). Additional volunteers interested in assisting with subcommittee work must be added to the subcommittees by majority vote of the Executive Board.

### **CHAIRPERSON**

In January of each year, the Committee shall select a Chairperson from the Executive Board members, by majority vote. The Chairperson shall be a resident of Placentia or have been a member of the Executive Board for a minimum of three years. The chairperson's responsibilities are to preside over meetings and to act as the formal Committee representative to the City Council.

### **OFFICERS**

In addition to the office of Chairperson, each January the officers of 1<sup>st</sup> Vice Chairperson, 2<sup>nd</sup> Vice Chairperson, Treasurer, and Secretary, shall be selected from among the Executive Board by majority vote.

### **MEETINGS**

The Committee shall hold a public monthly meeting at least once per month in a City facility. Meetings shall be posted and conducted in accordance with the California Ralph M. Brown Act. The attendance of a majority of the Committee's Executive Board.

### **STAFF LIAISON**

Director of Community Services and/or designated staff member(s).

## **HISTORICAL COMMITTEE**

### **MEMBERSHIP**

The Historical Committee consists of nine (9) regular members who are appointed by the City Council. Committee members typically are familiar with historic preservation principles and practices and have gained knowledge of Placentia history from either long-term residence and/or study and research.

### **MEETINGS**

The Committee meets regularly at 6:00 p.m. on the fourth Tuesday of every month. Special meetings may be scheduled as needed.

### **POWERS AND DUTIES**

- Serves in an advisory capacity to City Council on matters related to historical structures and/or sites located in Placentia.
- Nominates buildings, sites or districts within the City for designation as local landmarks per Policy No. 703.

### **STAFF LIAISON**

Director of Development Services and/or designated staff member(s).

**CITY COUNCIL  
HISTORIC PRESERVATION COMMITTEE**

**MEMBERSHIP**

The City Council Historical Preservation Committee consists of two (2) regular members of the City Council. Committee members typically are familiar with historic preservation principles, land use, and have gained knowledge of Placentia history.

**MEETINGS**

The Historic Preservation Committee meets as needed.

**POWERS AND DUTIES**

- Serves in an advisory capacity to City Council on matters related to historical preservation in Placentia.

**STAFF LIAISON**

Director of Development Services and/or designated staff member(s).

**CITY COUNCIL  
HOUSING, COMMUNITY AND ECONOMIC DEVELOPMENT  
COMMITTEE**

**MEMBERSHIP**

The City Council Housing, Community and Economic Development Committee consists of two (2) regular members of the City Council.

**MEETINGS**

The City Council Housing, Community and Economic Development Committee meets as needed.

**POWERS AND DUTIES**

- Serves in an advisory capacity to the City Council on matters related to significant developments as it relates to land use regulations, urban design and building standards.
- The Committee may receive presentations or project submittals from private development entities and may review economic/financial documents or proposals. If private development entities attend and present to the Committee, a City Attorney representative must attend the Committee meeting.
- Members review issues related to the City's general plans and zoning, housing, land use regulations, development, building standards and economic development policy.

**STAFF LIAISON**

City Administrator, Director of Development Services and/or designated staff member(s).

## **MEASURE U COMMITTEE**

### **MEMBERSHIP**

The Measure U Committee consists of two (2) residents and the City Treasurer.

### **MEETINGS**

Regular meetings of the Measure U Committee are held at 5:30 p.m. quarterly on the fourth Thursday of the month in City Hall.

### **POWERS AND DUTIES**

- Reviews the City's Measure U revenues and expenditures.
- Studies all fiscal issues related to Measure U funding.
- Issue reports to the City Council on the City's Measure U conditions.

### **STAFF LIAISON**

City Administrator, Director of Finance and/or designated staff member(s).

## **NAVIGATION CENTER ADVISORY BOARD**

### **MEMBERSHIP**

The Navigation Center Advisory Board consists of two (2) regular members of the City Council and the following members:

- Representative(s) appointed by the Orange County Board of Supervisors
- Representative(s) appointed by the local City Council
- Representative(s) appointed by the local Chief of Police
- Representative(s) appointed by the local Neighborhood Association (if applicable)
- Representative(s) appointed from the local business association or Chamber of Commerce
- Representative(s) appointed by the local school district
- Representative(s) appointed from local homeless outreach agencies

### **MEETINGS**

The Navigation Center Advisory Board meets every other month.

### **POWERS AND DUTIES**

- Serves in an advisory capacity to the City Council on matters related to the Placentia Navigation Center.
- Provide ongoing review of the operations of the Placentia Navigation Center.
- Enhance community relations.
- Bring forth information of any strengths and successes of the Placentia Navigation Center.
- Bring forth any concerns from the neighborhood, local businesses, City, County, service provider partners, and shelter clients about the operation of the Placentia Navigation Center.
- Oversee the accountability and grievance process and policies of the Placentia Navigation Center.

### **STAFF LIAISON**

Director of Community Services and/or designated staff member(s).

**CITY COUNCIL  
OLD TOWN PLACENTIA PARKING  
COMMITTEE**

**MEMBERSHIP**

The City Council Old Town Placentia Parking Committee consists of two (2) regular members of the City Council

**MEETINGS**

The City Council Old Town Placentia Parking Committee meets as needed.

**POWERS AND DUTIES**

- Serves in an advisory capacity to City Council on matters related to parking in Old Town Placentia.
  
- Initiates parking studies and impacts as needed in Old Town and presents findings and recommendations to the Placentia City Council.

**STAFF LIAISON**

City Administrator, Deputy City Administrator and/or designated staff member(s).

## **PARKS ARTS AND RECREATION COMMISSION**

### **MEMBERSHIP**

The Recreation and Parks Commission consists of five (5) regular members serving a term of office for four (4) years each. All members are appointed by the City Council.

### **MEETINGS**

Regular meetings of the Recreation and Parks Commission are held at 6:30 p.m. on the second Tuesday of each month in City Hall.

### **POWERS AND DUTIES**

- Acts in an advisory capacity to the City Council and the City Administrator on all policy matters pertaining to all parks presently established by the City Council and all future parks to be established by the City Council and on all recreational programs, cultural arts programs, health/wellness programs and special events for the community.
- Assists in the development of plans for seasonal and year-round recreation, arts, special events, and health and wellness activities and programs.
- Establishes rules and regulations, subject to the approval of the City Council, for the use of City parks and recreation facilities.
- Adopts a master plan for the development of each City park, subject to the approval of the City Council and reviews subsequent precise plans for conformance to the master plan.

### **STAFF LIAISON**

Director of Community Services and/or designated staff member(s).

## **PLACENTIA COMMUNITY FOUNDATION**

### **MEMBERSHIP**

The Placentia Community Foundation Board of Directors (Board of Directors) shall consist of eight (8) individuals, who shall be appointed At-Large by the Board of Directors. In addition to the eight (8) At-Large board members, the Mayor of the City of Placentia, or his/her designee, shall serve as a non-voting ex-officio member of the Board of Directors, representing the interests of the Placentia City Council. The Placentia City Treasurer shall also serve as a non-voting ex-officio member of the Board of Directors.

### **MEETINGS**

Regular meetings of the Placentia Community Foundation are held at 8:30 a.m. on the fourth Monday of every month.

### **POWERS AND DUTIES**

- The Placentia Community Foundation is a 501(c)(3) California non-profit public benefit corporation formed on October 22, 2009.
- The Placentia Community Foundation's purpose is to undertake fundraising activities and provide grants and other aid to charitable endeavors on behalf of and in the City of Placentia.
- The Placentia Community Foundation shall accomplish its purpose by seeking to improve cultural, educational, and recreational programs offered by the City, and also by seeking to preserve, protect and enhance the quality of life for residents through helping to support, establish and fund other local non-profit organizations that will directly benefit the Placentia community.
- In 2017, the Placentia Community Foundation updated their Bylaws. These Bylaws may be amended in any manner consistent with the articles of incorporation and the California Nonprofit Public Benefit Corporation Law by a majority of the Board of Directors.

### **STAFF LIAISON**

Until the Foundation is financially able to provide this function on its own, the City shall assign a City Staff member to serve as the Executive Secretary to the Board of Directors, with no voting privileges. The Executive Secretary shall assist with administrative functions of the Board of Directors, keep minutes, and maintain all original documents. The Foundation shall assign these duties to its own staff member, once it is financially able to do so.

Director of Community Services and/or designated staff member(s) is currently assigned as the Executive Secretary.

## **PLACENTIA DISASTER COUNCIL**

### **MEMBERSHIP**

The Placentia Disaster Council consists of five (5) regular members who serve a term of office for four (4) years. All members are appointed by the City Council and serve at the discretion of the Council.

### **MEETINGS**

Regular meetings of the Placentia Disaster Council are held as needed at Placentia City Hall.

### **POWERS AND DUTIES**

- Title 11- Emergency Organization of the City of Placentia Municipal Code creates the Placentia Disaster Council (PDC) and designates the Mayor to serve as the Chair of the Disaster Council.
- Assist with updating the City's Emergency Operations Plan, Hazardous Mitigation Plan.
- Assist with disaster related table-top exercises and other work plan items associated with emergency management.

### **STAFF LIAISON**

Emergency and Health Services Manager.

## **PLANNING COMMISSION**

### **MEMBERSHIP**

The Planning Commission consists of seven (7) members (per City Charter) appointed by the City Council. The term of office is for four (4) years.

### **MEETINGS**

Regular meetings of the Planning Commission are held at 6:30 p.m. on the second Tuesday of each month in the City Council Chambers.

### **POWERS AND DUTIES**

- After a public hearing thereon, recommends to the City Council the adoption, amendment or repeal of the General Plan, or any part thereof, for the physical development of the City.
- Exercises such control over land subdivisions as is granted to it by the City Council and by the laws of the State of California.
- Makes recommendations concerning proposed public works and for the clearance and rebuilding of blighted or substandard areas within the City.
- Exercises such functions with respect to zoning as may be prescribed by ordinance not inconsistent with the City Charter.

### **STAFF LIAISON**

Director of Development Services and/or designated staff member(s).

# **PUBLIC FINANCING AUTHORITY OF THE PLACENTIA ENHANCED INFRASTRUCTURE FINANCING DISTRICT**

## **MEMBERSHIP**

The Public Financing Authority of the Placentia Enhanced Infrastructure Financing District consists of five (5) regular members consisting of two (2) members of the City Council, one (1) member of the County Board of Supervisors, and two (2) members of the community.

## **MEETINGS**

Regular meetings of the Placentia Enhanced Infrastructure Financing District Public Financing Authority are held as needed.

## **POWERS AND DUTIES**

- The Placentia Enhanced Infrastructure Financing District ("Placentia EIFD") was formed as a partnership between the City of Placentia and the County of Orange.
- The Placentia EIFD was established as a means to fund critical infrastructure of communitywide and regional significance with a focus on the Old Town Placentia Revitalization Plan area, by providing a means to capture property tax increment revenue ("T1") generated by new development within the district.
- The City and County formed the Public Financing Authority of the Placentia Enhanced Infrastructure Financing District ("PFA") to act as the governing body of the Placentia EIFD in accordance with EIFD statutes.

## **STAFF LIAISON**

Director of Development Services and/or designated staff member(s).

## **SENIOR ADVISORY COMMITTEE**

### **MEMBERSHIP**

The Senior Advisory Committee consists of seven (7) members. The members will be appointed by the City Council with two (2) members being representatives from the Placentia Senior Center and five (5) at-large seniors. All members shall be 55 years of age or older.

### **MEETINGS**

The Senior Advisory Committee meets quarterly on the third Wednesday of the month at 6:15 p.m. at City Hall.

### **POWERS AND DUTIES**

- Act as liaison for all seniors in the City and advise on ways to enrich and enhance the health and quality of life of seniors in the community.
- Solicit input and act as a public forum for issues that affect seniors in the City.
- Provide advice based on input received to improve the programs, policies, and services provided to seniors. Identify barriers to access by seniors to City services and programs. Form partnerships in the community to educate, inform, and improve the quality of life for seniors.
- Assist with volunteer recruitment.
- Assist with the marketing of the Senior Center services, programs, and events.

### **STAFF LIAISON**

Director of Community Services and/or designated staff member(s).

**CITY COUNCIL  
SEWER, UTILITY, RECYCLING AND REFUSE COMMITTEE**

**MEMBERSHIP**

The City Council Sewer, Utility, Recycling and Refuse Committee consists of consists of two (2) regular members of the City Council.

**MEETINGS**

Regular meetings of the City Council Sewer, Utility, Recycling and Refuse Committee are held as needed.

**POWERS AND DUTIES**

- Serves in an advisory capacity to City Council on matters related to utilities, sewer, recycling and refuse matters.
  
- Reviews proposed rate adjustments, participate in ongoing negotiations and rates studies related to the various utility service providers.

**STAFF LIAISON**

City Administrator, Deputy City Administrator and/or designated staff members(s).

## **STREETSCAPE AND TRANSPORTATION ADVISORY COMMISSION**

### **MEMBERSHIP**

The Streetscape and Transportation Advisory Commission consists of five (5) regular members who serve a term of office for four (4) years. All members are appointed by the City Council and serve at the discretion of the Council.

### **MEETINGS**

Regular meetings of the Streetscape and Transportation Advisory Commission are held at 6:00 p.m. on the third Monday of every other month (odd months).

### **POWERS AND DUTIES**

- Traffic safety issues, active transportation programs and projects; transportation management including neighborhood traffic and parking management programs, review and consideration of permit parking districts and speed hump installation requests and the overall regulation of vehicle, bicycle, and pedestrian traffic within the City as described in Title 13 of the Placentia Municipal Code.
- The Commission shall review recommendations regarding appeals of tree removal requests made by individual property owners, neighborhood associations, or developers denied by City Staff.
- The Commission may make recommendations on designated tree species for specific streets and neighborhoods and shall be incorporated by reference into a future street tree master plan.

### **STAFF LIAISON**

City Engineer/Traffic Engineer and/or designated staff member(s).

**CITY COUNCIL  
TECHNOLOGY AND INNOVATION COMMITTEE**

**MEMBERSHIP**

The City Council Technology and Innovation Committee consists of two (2) regular members of the City Council.

**MEETINGS**

Regular meetings of the City Council Technology and Innovation Committee meets as needed.

**POWERS AND DUTIES**

- Review technology and innovation systems for City operations and applications.
- Review the Citywide Fiber Optic System and discuss matters with service providers.
- Reviews Smart Cities systems and meets with vendors to review their products.
- Serves in an advisory capacity to City Council on matters related to citywide fiber optic, technology, and smart cities systems and applications.

**STAFF LIAISON**

City Administrator, Deputy City Administrator, IT Manager and/or designated staff member(s).

## **VETERANS ADVISORY COMMITTEE**

### **MEMBERSHIP**

The Veterans Advisory Committee consists of nine (9) regular members who serve until removed or resign. All members are appointed by the City Council and serve at the discretion of the Council.

### **MEETINGS**

Regular meetings of the Veterans Advisory Committee are held at 4:00 p.m. on the first Monday of each between April and November.

### **COMPENSATION**

None

### **POWERS AND DUTIES**

- Serves in an advisory capacity to the City Council on veterans' affairs matters within the community.
- Considers veterans' matters submitted by the City Council, staff or public and recommends courses of action where appropriate.
- Matters considered by the committee's scope include all activities within the purview of the City Council relating to the annual Veterans Day Observance Ceremony and activities.
- Committee members are to familiarize themselves with veterans' activities through attendance at local/state/federal veterans' organizations.
- Committee members need not be veterans to serve on this committee.

### **STAFF LIAISON**

Police Chief and/or designated staff member(s).



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: MAY 7, 2024

SUBJECT: **PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES** *(Continued from April 16, 2024 Council Meeting)*

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

REVENUE: VARIOUS CIP PROJECT BUDGETS

### **SUMMARY:**

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

This action will provide the City with available on-call services for all construction management and inspection services in support of multiple CIP projects over the next 5 years. The City Council recently approved a series of on-call professional services agreements covering numerous disciplines such as civil engineering, architecture and landscape architecture for the purpose of creating consultant bench lists from which to draw professional services on for the City's various capital projects. Using an on-call bench list allows Staff to advance capital projects more quickly by reducing some of the administrative burden at the outset of a project. This item was originally presented at the April 16, 2024 City Council meeting and the City Council requested Staff to list all of the local projects each firm has completed. Outlined within the attached PowerPoint presentation is a list of said projects. Staff recommends that City Council award contracts to the six (6) firms for a 3-year term with an option for a two-year term extension based upon performance and at the discretion of the City. Each consultant shall serve on an on-call basis with

**3.b.**  
**May 7, 2024**

a not-to-exceed contract amount of \$500,000 each, the cost of which will be charged to individual project budgets and outlined in future City Council reports.

**RECOMMENDATION:**

It is recommended that City Council take the following actions:

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

**STRATEGIC PLAN STATEMENT:**

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

**DISCUSSION:**

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

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

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

The consultants providing professional construction management and inspection services will work on an on-call basis and the contracts are structured on a time and materials basis, with a not-to-exceed amount. Each firm will submit a separate cost proposal for each project for which they will provide these services. Since payment for these services is on a time and materials

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

**FISCAL IMPACT:**

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

Prepared by:



Gabriel Guerrero-Gabany  
Senior Civil Engineer

Reviewed and approved:



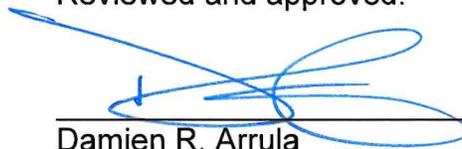
Jennifer Lampman  
Director of Finance

Reviewed and approved:



Chris Tanio  
Deputy Director of Public Works/City Engineer

Reviewed and approved:



Damien R. Arrula  
City Administrator

**Attachments:**

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

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

7<sup>th</sup> of MAY

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

**WITNESSETH:**

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

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

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

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

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

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

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

Infrastructure Engineers, a Bowman company

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

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

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

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

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

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

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

## **2.0. COMPENSATION AND BILLING**

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

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

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

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

## **3.0. TIME OF PERFORMANCE**

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

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

## **4.0. TERM AND TERMINATION**

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

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

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

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

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

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

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

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

## **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all the following minimum scope of insurance

coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

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

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

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

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

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

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

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

- (a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

## **6.0. GENERAL PROVISIONS**

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

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

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

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

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

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

IF TO CONSULTANT:

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

IF TO CITY:

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

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

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

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

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

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

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

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

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

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

reasonable assistance and cooperation which City might require.

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

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

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

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

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

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

Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

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

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

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

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

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

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

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

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

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

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

CITY OF PLACENTIA,  
A municipal corporation

\_\_\_\_\_  
Damien R. Arrula, City Administrator

Date: \_\_\_\_\_

ATTEST:

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

CONSULTANT

  
\_\_\_\_\_  
Signature

Date: 3/11/2024  
\_\_\_\_\_

Sid Mousavi

\_\_\_\_\_  
Name and Title

Sr. Principal

\_\_\_\_\_  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian L. Bettenhausen, City Attorney

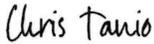
Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Krystle Murillo, Risk Manager

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Chris Tanio, Deputy Director/City Engineer

Date: 3/11/2024  
\_\_\_\_\_

DEPARTMENTAL APPROVAL

*Luis Estevez*

\_\_\_\_\_  
Luis Estevez, Deputy City Administrator

Date: 3/11/2024

DEPARTMENTAL APPROVAL

\_\_\_\_\_  
Luis Estevez, Deputy City Administrator

Date: \_\_\_\_\_

**EXHIBIT A**

**CONSULTANT'S PROPOSAL AND SCOPE OF WORK**



# City of Placentia, CA

## On-Call Construction Management and Inspection Services

Technical Proposal

*Submitted by:*

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

714.940.0700 | [sidmousavi@bowman.com](mailto:sidmousavi@bowman.com) | [bowman.com](http://bowman.com)

*Submitted to:*

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

*January 30, 2024*



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**Cover Letter**



January 30, 2024

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

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

Dear Mr. Tanio:

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

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

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

Sincerely,

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

Sid Mousavi, MSCE, PE  
Senior Principal

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

[infrastructure-engineers.com](http://infrastructure-engineers.com) | [bowman.com](http://bowman.com)



# Signature Requirements

# Signature Requirements

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



## Executive Summary

# Executive Summary

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

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

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

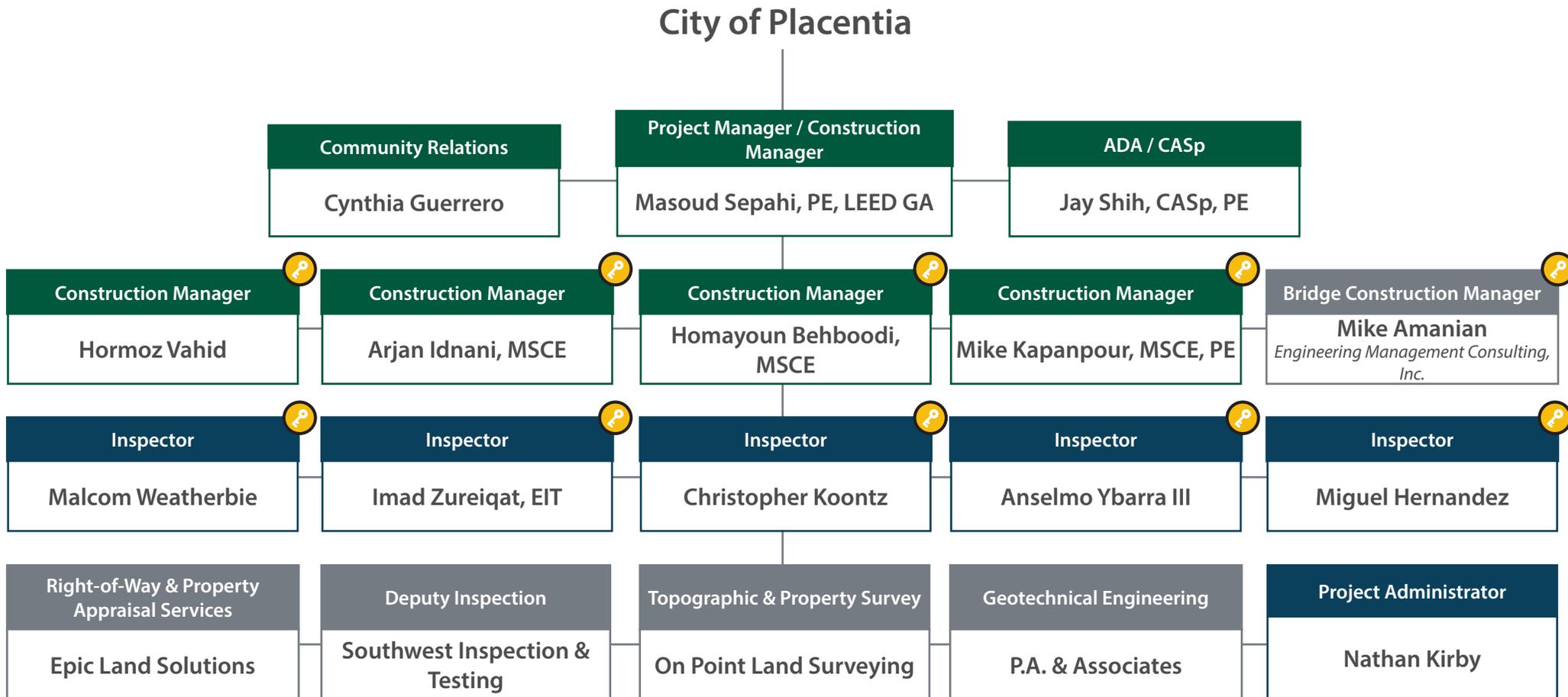
As the Director for IE's construction management services, Masoud will intimately oversee and lead our entire team for every task that we will be assigned to by the city over the entire contract duration. Masoud will also be the construction manager for the city's building and facilities projects. Masoud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

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



# Project Team Organization

# Project Team Organization



## KEY

 Management     Support     Subconsultant

 Key Personnel

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

## Project Team Organization (cont.)

Include contact information.

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

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

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

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

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

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

## Masoud Sepahi, PE, LEED GA

*Project Manager / Construction Manager*

### Experience

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

## Michael Aminian, PE

*Bridge Construction Manager*

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

### Experience

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

*\*Experience prior to joining the firm*

### Education

B.S. Civil Engineering, Loyola Marymount University

Structural / Civil Engineering, California State University, Northridge

### Registrations

Professional Civil Engineer: California (#52786)

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

### Education

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

### Registrations

Professional Engineer: Texas

### Associations

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

## Mike Kapanpour, PE

### Construction Manager

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

### Experience

**California High-Speed Rail Project** | CA

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

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

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

**Pacific Street Bridge** | Oceanside, CA

**Development Plan Checking Services** | City of Pomona, CA

**Pavement Management Program Management** | Various Cities, CA

### Education

M.S. Civil Engineering

B.S. Civil Engineering

### Registrations

Professional Civil Engineer: California (#57363)

### Certifications

Construction Management Certificate

American Public Works Association (APWA) Public Works Inspection Certificate

Caltrans Construction Management Program

## Arjan Idnani, MSCE

### Construction Manager

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

### Experience

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

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

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

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

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

**Traffic Signal Poles** | City of South El Monte, CA

### Education

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

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

*\*Experience prior to joining the firm*

## Homayoun Behboodi, MSCE

### Construction Manager

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

### Experience

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

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

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

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

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

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

## Hormoz Vahid

### Construction Manager

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

### Experience

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

**Bluff Road Improvements | City of Montebello, CA**

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

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

**Beverly Boulevard Improvements | City of Montebello, CA**

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

**Field Engineer / CAD Designer | CA**

**Lotus Consulting Engineers, Inc | CA**

### Education

M.S. Civil Engineering, Georgia Institute of Technology

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

### Registrations

Professional Civil Engineer: California (#55518)

Project Management Training Program Certificate, City of Los Angeles

### Education

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

### Registrations / Certifications

40 Hr. HAZWOPER, Certificate No. 2401404, 2012

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

Moisture Density Nuclear Gauge Certification -Troloxer Laboratories

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

\*Experience prior to joining the firm

## Jay Shih, CASp, PE

ADA / CASp

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

### Experience

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

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

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

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

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

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

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

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

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

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

## Cynthia Guerrero

Community Relations

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

### Experience

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

### Education

M.S. Geotechnical Engineering,  
University of Sao Paulo

### Registrations

Professional Civil Engineer: California  
(#46841)

DSA Certified Access Specialist (#CASp-  
683)

ICC Certified Building Official (CB)

ICC Certified Building Code Specialist  
(B8)

ICC Certified Building Plans Examiner  
(B3)

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

City of Los Angeles Certified Deputy  
Grading Inspector

### Education

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

\*Experience prior to joining the firm

## Imad Zureiqat, MS, EIT

*Inspector*

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

### Experience

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

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

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

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

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

### Education

MS, Engineering, Moscow Civil Engineering Institute

### Registrations

Engineer-in-Training, CA

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

ACI Field Technician Grade 1 Certificate

General Building Contractor License (B)

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

## Malcom Weatherbie

*Inspector*

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

### Experience

**Various Projects** | *City of San Bernardino, CA*

**Building and Facilities Capital Improvement Plan City Hall Council Chambers**

**Lighting Upgrades** | *City of Bell Gardens, CA*

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

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

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

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

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

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

**Taylor Ranch Greenspace** | *City of Montebello, CA*

### Education

Associated Builders & Contractors, Inc. Southern California

*\*Experience prior to joining the firm*

## Anselmo Ybarra III

*Inspector*

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

### Experience

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

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

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

## Christopher Koontz

*Inspector*

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

### Experience

**NV5** | *Anaheim, CA\**

**Onward Engineering** | *Anaheim, CA\**

**N Consult Engineers** | *Irvine, CA\**

**ENGEO Inc.** | *Irvine, CA\**

### Education

A.S. Applied Art in Science with Great Distinction

### Registrations

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

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

### Education

Construction Management, Orange  
Coast College

### Certifications

Occupational Safety and Health  
Administration (OSHA) 30 Safety  
Certified

Storm Water Pollution Prevention Plan  
(SWPPP) Certified

Visible Emissions Certified

Nuclear Gauge Certified

*\*Experience prior to joining the firm*

## Miguel Hernandez

*Inspector*

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

### Experience

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

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

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

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

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

### Education

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

## Nathan Kirby

*Project Administrator*

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

### Experience

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

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

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

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

### Education

Business Administration, Cypress  
College, Cypress, CA

*\*Experience prior to joining the firm*



## Relevant Project Experience & References

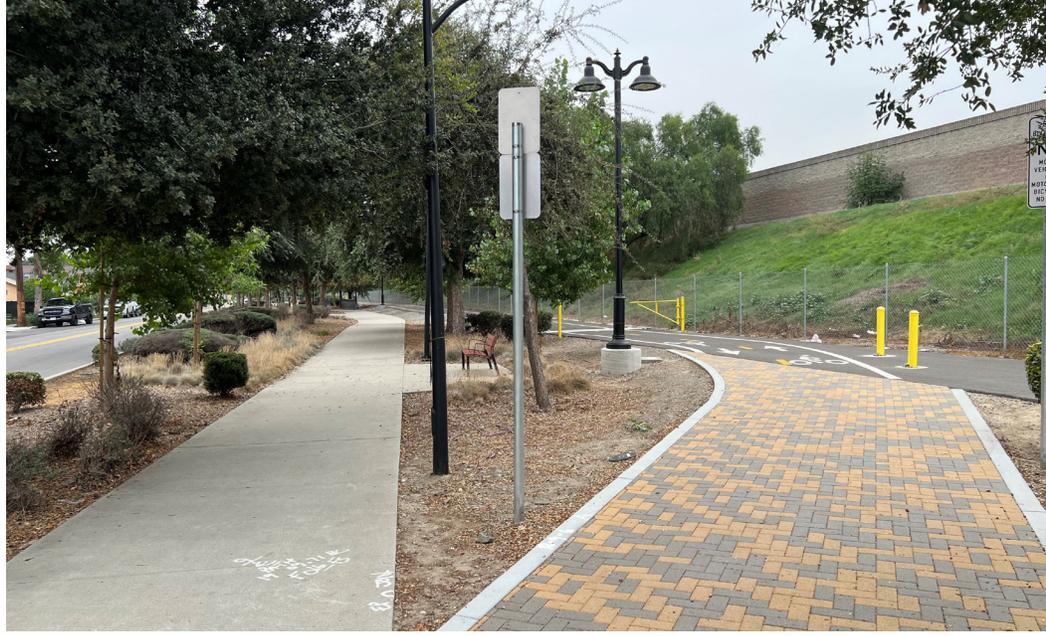
# Relevant Project Experience & References

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

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

# Lynwood Urban Bike Trail

Lynwood, CA



## Client

City of Lynwood, CA

Julian Lee

Director of Public Works

11750 Alameda Street

Lynwood, CA 90262

310.603.0220 ext. 801

## Cost

\$6.7M

## Schedule

2022 - 2023

## Services Provided

Civil Engineering

Construction Management and

Coordination

Inspection

## Description

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

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

The project was completed on time and within budget.

# Montebello Boulevard Widening Project

Montebello, CA



## Client

City of Montebello

Danilo Batson

Former Director of Public Works

1600 W. Beverly Boulevard

Montebello, CA 90640

323.889.9976

## Cost

\$2.7M

## Schedule

2018 - 2019

## Services Provided

Construction Management

Inspection

Labor Compliance

Utilities

Civil Engineering

## Description

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

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

The project was completed on time and within budget.

# Long Beach Boulevard Improvement Project

Lynwood, CA



## Client

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

## Cost

\$11.3M

## Schedule

2017 - 2020

## Services Provided

Construction Management  
Inspection  
Labor Compliance  
Civil Engineering

## Description

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

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

The project was completed on time and within budget.



## Understanding & Approach

# Understanding & Approach

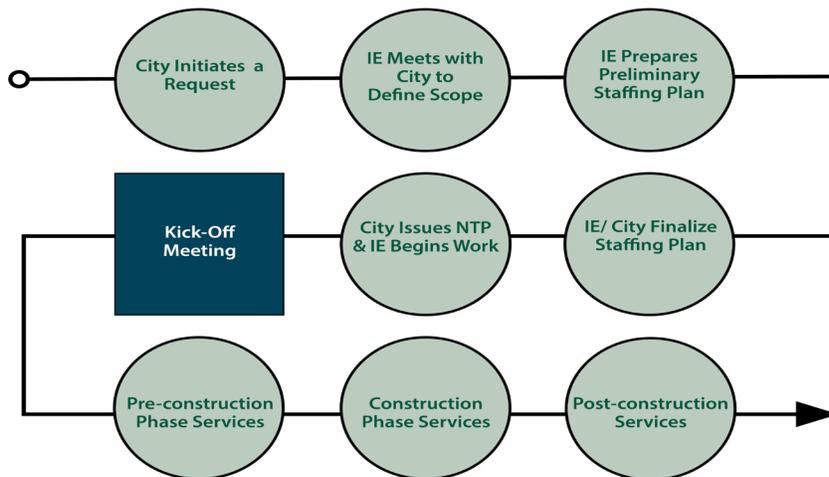
## DETAILED WORK PLAN FOR CONSTRUCTION MANAGEMENT & INSPECTION SERVICES

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

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

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

### Bowman On-Call Workflow



## Understanding & Approach (cont.)

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

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

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

# Understanding & Approach (cont.)

## Construction Management

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

## Pre-construction Phase Services

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

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

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

## Understanding & Approach (cont.)

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

### Construction Phase Services - Resource Allocation

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

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

## Understanding & Approach (cont.)

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

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

## Understanding & Approach (cont.)

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

## Understanding & Approach (cont.)

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

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

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

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

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



**Scope of Work**

# Scope of Work

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

## Pre-construction Phase

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

## Scope of Work (cont.)

### Construction Phase

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

## Scope of Work (cont.)

### Project Completion Phase

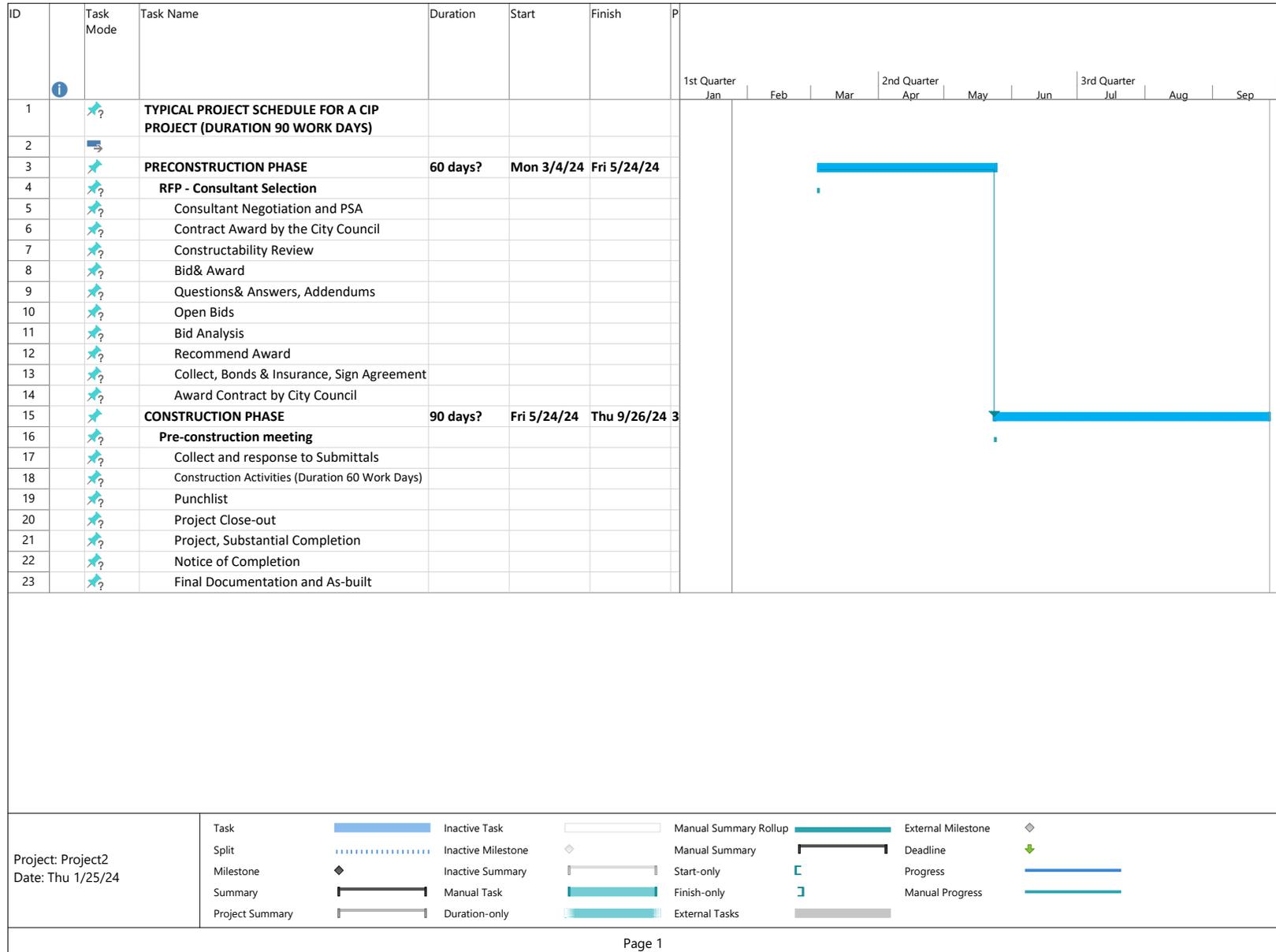
- Upon approval of all work by the Contractor, IE will issue the notice of Substantial Completion, to start the one-year warranty period and to accept the project.
- Upon acceptance of the contract completion, IE will prepare the Notice of Completion and make recommendation for City Council to approve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

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



**Schedule**

# Schedule





## Required Proposal Statements

## Required Proposal Statements

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



**Proposed Exceptions**



# Proposed Exceptions

IE has no proposed exceptions.



**Forms**

## APPENDIX B SUMMARY SHEET

Firm Name: Infrastructure Engineers, a Bowman company

Firm Parent or Ownership: Bowman Consulting Ltd.

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

Firm Telephone Number: 714.940.0100

Firm Fax Number: 714.940.0700

Number of years in existence: 30

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

Name: Sid Mousavi Title: Senior Principal

Telephone Number: 714.940.0100 Fax: 714.940.0700

Email: sidmousavi@bowman.com

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

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

Telephone Number: 949.375.6599 Fax: 714.940.0700

Email: msepahi@bowman.com

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

civil engineering, traffic engineering, transportation engineering, plan checking

land use planning, environmental consulting, water engineering

## APPENDIX C

### CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

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

Name of Firm: Infrastructure Engineers, a Bowman company

By:   
(Authorized Signature)

Type Name: Sid Mousavi

Title: Senior Principal

Date: 1/15/24





# City of Placentia, CA

## On-Call Construction Management and Inspection Services

Cost Proposal

*Submitted by:*

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

3060 Saturn Street, Suite 250  
Brea, CA 92821

714.940.0700 | [sidmousavi@bowman.com](mailto:sidmousavi@bowman.com) | [bowman.com](http://bowman.com)

*Submitted to:*

**Chris Tanio, PE, Deputy Director / City Engineer**

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

*January 30, 2024*



**HOURLY RATE SCHEDULE**  
(effective January 1, 2024)

**City of Placentia**



Principal-in-Charge \$365

**Civil / Traffic Engineering**

Project Manager \$185  
Principal Engineer \$180  
Senior Engineer \$170  
Senior Plan Check Engineer \$175  
Plan Check Engineer \$165  
Associate Engineer \$155  
Assistant Engineer \$140  
Engineering Associate \$135  
Engineering Assistant \$115  
GIS Analyst \$150  
CAD Manager \$155  
CAD Designer \$110  
CAD Technician \$100  
Engineering Technician \$105  
Principal Traffic Engineer \$185  
Senior Traffic Engineer \$180  
Traffic Engineer \$155

**Water / Wastewater / NPDES**

Senior Water Engineer \$175  
Water Engineer \$158  
Program Manager (NPDES) \$175  
Inspector (NPDES) \$115  
Environmental Scientist \$105

**Land Surveying & Mapping**

Project Manager \$185  
Licensed Land Surveyor \$185  
Survey Analyst \$150  
Survey Crew (2-person) \$236  
Survey Crew (2-person, prevailing wage) \$278

**Construction Management**

Construction Manager \$198  
Resident Engineer \$198  
Schedule / Controller \$173  
Utilities Coordinator \$158  
Senior PW Observer / Inspector \$148  
Senior PW Observer / Inspector \$199 (prevailing wages)  
PW Observer / Inspector \$135  
PW Observer / Inspector \$179 (prevailing wage)

**Community Development - Environmental & Planning**

Director \$195  
Project Manager \$173  
Planning Manager \$167  
Principal Planner \$163  
Planner III \$153  
Planner II \$139  
Planner I \$129  
Planning Technician \$98  
Environmental Specialist \$175  
Environmental Planner III \$165  
Environmental Planner II \$155  
Environmental Planner I \$144  
Environmental Technician \$100

**Municipal Engineering**

Interim City Manager \$430  
Assistant / Deputy City Manager \$399  
City Engineer \$189  
City Traffic Engineer \$179  
Deputy City Engineer \$179  
Deputy City Traffic Engineer \$169  
Plan Check Engineer \$179  
Plans Examiner \$169  
CIP Manager \$180  
Office Engineer \$169  
Associate Engineer \$158  
Engineering Associate \$150  
Engineering Assistant \$140  
Engineering Technician \$136

**Building & Safety**

Building Official \$175  
Deputy Building Officer \$155  
Plan Check Engineer \$165  
Landscape Architect \$155  
Senior Certified Access Specialist \$165  
Certified Access Specialist \$155  
Senior Plans Examiner \$145  
Plans Examiner \$135  
Code Enforcement Manager \$145  
Code Enforcement Officer \$130  
Senior Building Inspector \$135  
Building Inspector \$125  
Grading Inspector \$125  
Counter Technician \$105

**Fire Prevention**

Fire Marshal \$165  
Fire Investigator \$154  
Fire Plans Examiner \$140  
Senior Fire Inspector \$140  
Fire Inspector \$125  
Counter Technician \$105

**Architectural Services**

Director \$200  
Studio Manager \$184  
Senior Project Manager / Senior Architect \$176  
Project Manager / Project Architect \$155  
Senior Job Captain \$126  
Job Captain \$105  
Drafter \$90

**Program Management / Public Outreach**

Program Director \$184  
Web Designer \$150  
Media Specialist \$145  
Program Coordinator \$135  
Photographer \$128  
Outreach Specialist \$125  
Interpreter / Translator \$125  
Production Assistant \$85  
Fund Administrator \$138  
Labor Compliance Coordinator \$105

**Administrative & Clerical**

Organizer / Supervisor \$108  
Administrative Assistant \$90  
Clerk Typist \$80

**Other Charges**

Delivery \$110  
Mileage (current federal guideline rate @ time of billing) / mile  
Travel Cost + 15%  
Reimbursements Cost + 15%

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

Additional billing classifications may be added to the above list throughout the year as new positions are created. The above schedule is for straight time. Overtime will be charged at 1.5 times. Sundays and Holidays are charged at 2.0 times the standard time. Deposition and court appearances will be charged at 1.5 times the listed billing rates.



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

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

## HOURLY RATE SCHEDULE (NON-PREVAILING WAGE)

### OFFICE:

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

### FIELD:

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

## HOURLY RATE SCHEDULE (PREVAILING WAGE)

### OFFICE:

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

### FIELD:

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

**2024 PROFESSIONAL FEE SCHEDULE**

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

**PROFESSIONAL SERVICE FEES** (Per hour)

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

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

**SUPPORT SERVICES**

Word Processing .....	.85
Secretarial Services .....	.85
General office.....	.85
Sample/Document	
Pickup & Delivery.....	.85

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

**REIMBURSABLE EXPENSES**

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

**PROPOSAL ACCEPTANCE PERIOD**

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

**OTHER CHARGES**

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

**LABORATORY CHARGES**

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

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

**INVOICES**

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



**Epic Land Solutions, Inc. Rate Schedule**

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

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

**Notes**

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

**STATEMENT OF QUALIFICATIONS**  
**Material Testing and Inspection Services**  
**Infrastructure Engineers**

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

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

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

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

**Minimum Charges (Inspection and Technician Personnel Only)**

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

**Regular Time**

The first 8 hours worked Monday through Friday.

**Time and One-Half (All Types of Inspection)**

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

**Double Time (All Types of Inspection)**

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

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

# STATEMENT OF QUALIFICATIONS

## Material Testing and Inspection Services

### Infrastructure Engineers

**Laboratory Tests** **(Price per Test)**

**Asphalt Concrete Tests**

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

**Soils and Aggregate Tests**

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

**Concrete Tests (Field Made Specimens)**

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

# STATEMENT OF QUALIFICATIONS

## Material Testing and Inspection Services

### Infrastructure Engineers

#### **Brick Masonry Tests**

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

#### **Masonry Prisms, UBC STD 21-17**

Compression Test: Composite Masonry Prisms Up To 8" x 16" .....	\$ 115.00
Compression Test: Composite Masonry Prisms Larger Than 8" x 16" .....	Quotation

#### **Mortar and Grout**

Compression: 2" Cubes (ASTM C109) .....	\$ 22.00
Compression: 2" x 4" Mortar Cylinders (UBC STD 21-16) .....	\$ 22.00
Compression: 3" x 3" x 6" Grout samples, Includes Trimming (UBC STD 21-18) .....	\$ 22.00
Compression: Cores (ASTM C42) .....	\$ 22.00
Mortar Expansion (ASTM C806) .....	Quotation

#### **Masonry Specimen Preparation**

Cutting of Cubes or Prisms .....	\$ 35.00
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#### **Fireproofing Tests**

Adhesion and Cohesion Test (Field) .....	\$ 85.00
Oven Dry Density (Per Sample) .....	\$ 35.00

#### **Gunite and Shotcrete Tests**

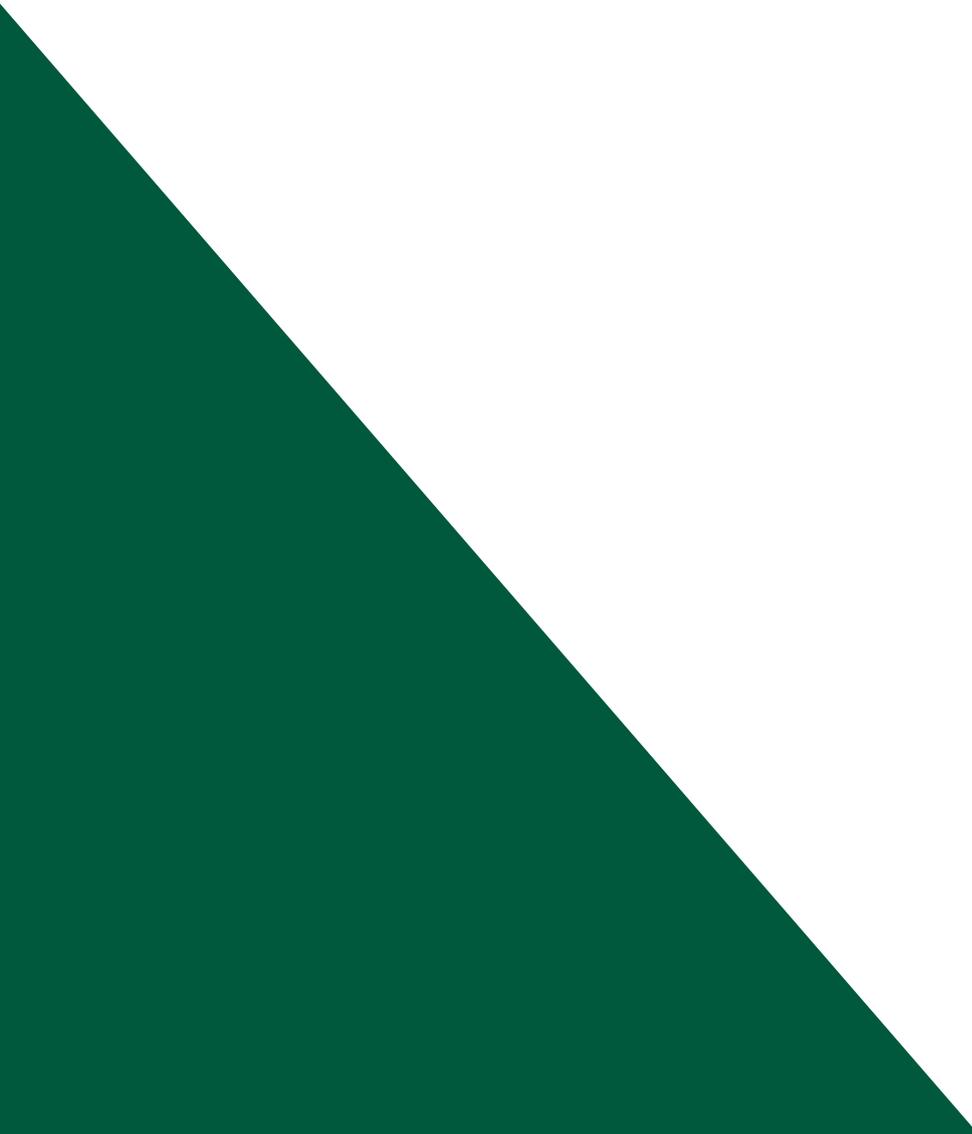
Compression: 6" x 12" Cylinders .....	\$ 22.00
Compression: Cubes .....	\$ 22.00
Core Compression Including Trimming (ASTM C42) .....	\$ 37.50
Test Panel (3 Samples, Includes Pick up, Laboratory Coring and Preparation, Compression and Report Distribution) .....	\$ 142.00

#### **Reinforcing Steel, ASTM A615**

Bend Test: # 11 or Smaller .....	\$ 40.00
Sampling and Tagging (Fabricator) .....	\$ 45.00
Tensile Test: # 11 or Smaller .....	\$ 50.00
Tensile Test: # 14 .....	\$ 90.00
Tensile Test: # 18 .....	\$ 95.00

#### **Special Testing/Engineering Service (prices are per hour unless noted otherwise)**

Floor Flatness (per pour) .....	\$ 120.00
Rebar Locator (R-Meter/Pachometer) .....	\$ 85.00
Coring (One Man Crew, 4-hr minimum; add \$85.00 per extra person) .....	\$ 95.00
Pull Testing on Embedded Bolts, Anchors and Dowels (add 85.00 for extra person) .....	\$ 95.00
Lumber Moisture Testing .....	\$ 85.00
Pyranometer (4-hr minimum) .....	\$ 85.00
Manometer .....	\$ 95.00
Ground Penetrating Radar (4-hr minimum) .....	\$ 780.00





**REQUEST FOR PROPOSALS (RFP)**

**ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES  
FOR THE**

**CITY OF PLACENTIA**

**RFP RESPONSES TO BE RECEIVED UNTIL  
5:00 P.M., TUESDAY JANUARY 30, 2024**

**City of Placentia**  
401 East Chapman Avenue  
Placentia, CA 92870

**Date Issued: JANUARY 9, 2024**

**REQUEST FOR PROPOSALS (RFP)**  
**FOR**

ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES  
FOR THE  
CITY OF PLACENTIA

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**Appendix “A”** – SAMPLE CITY PROFESSIONAL SERVICES AGREEMENT

**Appendix “B”** – SUMMARY SHEET

**Appendix “C”** – CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

## 1. INTRODUCTION

The City of Placentia (“City”) seeks competitive proposals from qualified firms to provide On-call Construction Management and Inspection Services. A Professional Services Agreement will be entered into with multiple qualified firms to provide construction management services for a variety of projects on an on-call basis. On an on-call, as-needed basis, the selected firm(s) may later be asked to provide construction management and inspection proposals on a specific, project-by-project basis, based on an agreed-upon specific scope of services and fees.

The firm shall provide general Construction Management and Inspection services to support construction efforts and serve as an extension of City staff to assist in the overall delivery of projects, including preconstruction tasks, managing construction, and ensuring that the work is completed in accordance with the contract documents, and project closeout and commissioning phase. The consultant team will report directly to the City's Project Manager or their authorized representative. City staff may assist in managing construction and will oversee the work of the consultant's Project Manager, Inspector, and Contract Administrator.

Firms must provide construction management services and contract administration in conformance with the requirements set forth in the State's Construction Manual, State's Local Assistance Programs and Procedures Manual, OCFCD encroachment permit/requirements, and other Agencies regulatory permits/requirements. The construction manager is expected implement contract requirements and comply with all Federal and local guidelines, as required, in order to successfully execute the project in a timely and cost-efficient manner.

Technical questions about the requested services that might require a clarification of the Request for Proposals (RFP) shall be made only in writing to the Q&A section located in PlanetBids no fewer than seven (7) calendar days prior to the date and time set for opening of proposals and responses shall be provided in writing. No verbal requests or responses will be accepted. Significant interpretations or clarifications will be addressed via addenda to this RFP. This RFP includes a description of the scope of work, proposal requirements, and instructions for submitting your proposal.

Please do not contact City departments or other City staff directly. Information provided by other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

Any changes, additions, or deletions in the RFP from the date of release to date of submittal will result in an addendum or amendment. Notification of such addendum or amendment shall be posted on PlanetBids. Addenda shall become part of the agreement documents.

It is the proposer's sole responsibility to monitor PlanetBids for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve the proposer of the requirements contained therein. Additionally, failure of proposer to return signed addenda, when required, may be cause for rejection of his/her proposal.

Proposals must conform to the requirements of this RFP to be considered for award and successfully submitted through the electronic bid management system at: <https://pbsystem.planetbids.com/portal/54600/portal-home> by the date and time specified on the cover page of this Request For Proposal. All proposals must be signed by an authorized representative and include the completed Summary Sheet and Certification of Proposal to the City of Placentia provided in Appendix "B" and "C" of this RFP.

The City reserves the right to waive any irregularity in any proposal or to reject any proposal that does not comply with this RFP. The City alone, using criteria determined by the City, will select the qualified firm and/or consultant. The successful consultant to whom the contract is awarded shall, within ten (10) days after being notified, enter a contract with the City for the work and shall furnish all required documents necessary to enter said contract. Failure of the successful consultant to execute the contract within said ten (10) days shall be just cause for the City to contract with the next ranked consultant.

By submitting a proposal, the proposer agrees to all of the terms of the RFP and the Agreement (Appendix A), unless exceptions to the RFP or the Agreement are stated by the proposer in its proposal. The successful proposers will be required to enter into an Agreement, which will include the requirements of this RFP as well as other contract requirements. In the delivery of these services, the term of the agreement shall be for three years with the option for two additional one-year term extensions. The City reserves the right to reject any proposal(s) exceptions or changes to the Agreement or Request for Proposal.

## **2. PROPOSAL SCHEDULE**

The schedule is as follows:

- Advertisement Date – JANUARY 9, 2024
- Q&A Due on PlanetBids – January 23, 2024 by 5:00 p.m.
- Proposals Due on PlanetBids – JANUARY 30, 2024 by 5:00 p.m.
- Hard copy proposal Due at City Hall – February 1, 2024 by 5:00 p.m.
- Proposal Evaluations/Interviews, if necessary – February 2024
- City Council Contract Award and Selection\* - March 2024

\*The City expects, but does not guarantee, that the decision on selection of a firm will be made by the City Council on the date indicated above.

## **3. SCOPE OF WORK**

The City desires to engage construction management firms that will ensure that not only are City capital projects built per plan and specifications but that will also ensure a high degree of quality craftsmanship in the final product. The City's expectation is that selected CM/inspection teams will enforce a high attention to detail on project deliverables to ensure a high-quality finished product.

The majority of capital improvement and construction projects within the city include, but are not limited to, the following:

- Street rehabilitation
- Sewer improvements
- Signing and striping improvements
- Storm Drain improvements
- Bridge construction
- New building construction
- Irrigation and landscaping
- Site Improvements; concrete sidewalk, etc.
- Streets and park lighting
- Parks and Recreation facility improvements
- Mechanical systems
- Electrical systems
- Traffic Signal Improvements

The required services shall be performed by the consultant Project Manager, Inspector and Contract Administrator.

#### A. Project Manager/Resident Engineer

- The consultant Project Manager shall represent the City in the field. The Project Manager shall possess a minimum of (5) years' experience in construction management.
- The Inspector and the Contracts Administrator should have relevant experience in construction management and certifications or references that affirm the said experience.

#### B. Bid Analysis

- Prior to the start of the project, the Project Manager shall be responsible for conducting a bid analysis to determine the lowest responsible bidder.

#### C. Staff Report

- Preparation of staff reports for contract award to the lowest responsive and responsible bidder. Coordinate with the City to determine funding sources, publication dates, environmental and fiscal impact, and schedule of award to meet the City's deadlines.

#### D. General Construction Administration

- Coordinate with the City to define roles and responsibilities during construction and develop a construction management plan.
- Co-lead the pre-construction meeting and schedule and conduct regular construction and progress meetings to discuss such matters as procedures, progress, problems and scheduling. Will prepare and promptly distribute meeting minutes.
- Record the progress of the project. Submit written daily and progress reports to the City. Keep daily logs containing a record of weather, contractor's work on the site, number of workers and equipment, work accomplished, problems encountered, and other relevant data. Make the log available to the City. Prepare and send Weekly Statement of Working Days to the contractor. Monitor contractor's compliance with labor code requirements.
- Maintain, at the job site, records of contract documents including drawings, addenda, change orders, and other modifications of plans and specifications marked to show all changes made during construction. Maintain as-built records of underground utilities, including locations and depths of trenches. At the completion of the project, deliver to the City all contract documents including as-built records.

- Consult with the City when the contractor requests interpretations of the meaning and intent of the drawings and specifications and assist in achieving the resolution of problems which may arise.
- Coordinate with the City and contractor to incorporate a centralized platform where all documents are filed and distributed amongst the project team.
- Consultant shall be responsible for ensuring that all building permits, special permits, if required are obtained, and that all applicable fees have been paid, and shall obtain approvals from authorities having jurisdiction over the Project.

#### E. Submittal/RFI Review & Processing

- The Project Manager shall be responsible for review of completeness and quantity of all required shop drawings, product data, samples and other submittals ("Submittals").
- The consultant team shall transmit the Submittals to City staff for review and approval and shall establish and implement procedures for expediting the processing, approving, and distribution of Submittals.
- Project Manager shall develop, maintain, and manage all submittal/RFI logs.
- Determine the workflow on for all Submittal/RFI review including City staff, design engineers, contractor personnel, and the construction management team.

#### F. Constructability Review

- Consultant shall review project plans and specifications to determine its "constructability". Consultant shall also review construction schedule, including activity sequences and duration, schedule of submittals and schedule of delivery for products with long lead-time. The project schedule shall be updated as required showing current conditions and revisions required by actual progress.
- The individuals, Project Manager, Inspector and Contract Administrator, shall not be responsible for construction means, methods, techniques, sequences and procedures employed by the contractor in the performance of the contract, and shall not be responsible for the failure of the contractor to carry out work in accordance with the contract documents. However, any errors, omissions, or discrepancies found in the Contract Documents shall be called to the attention of the City's Project Manager and clarified prior to construction start.

#### G. Change Order Review

- Consultant shall conduct a comprehensive evaluation of change order requests, provide independent estimates, render recommendations and assist in claim resolution.
- Consultant shall monitor and report on the status of the Project Construction Budget on a monthly basis, indicating actual costs for completed activities and work in progress, and indicating estimates for uncompleted work. Report should identify variances between actual and budgeted or estimated costs and shall advise the City whenever it appears that the Actual Construction Cost has exceeded, or will exceed, the Project Construction Budget for the entire Project or any Project Component.

#### H. Safety

- Monitor the contractor's safety program. Take necessary steps to ensure the jobsite conditions are in compliance with OSHA regulations.

#### I. Progress Payments

- Consultant shall maintain cost accounting records on authorized work performed under unit costs and additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- May develop and implement procedures for the review and processing of applications by contractor for progress and final payments.
- Make recommendations for certification to the City for payment.
- Provide status of monthly certified payroll reports and monthly as-builts updates as backup for each payment submitted to the city for review.

#### J. Material Testing

- Consultant team to provide field inspections and compaction tests for grading, trench backfill and asphalt concrete pavement construction according to the project special provisions, the Standard Specifications for Public Works Construction ("Green Book") and Caltrans Standard Specifications.
- Provide inspections for installation of precast and cast in-place concrete, welding, high strength bolts, structural steel, masonry, painting and other types of work in accordance with the California Building Code (CBC) and the contract documents.
- Available tests may include the following:
  - Mix Designs
  - Concrete
  - Concrete Blocks

- Brick Masonry
- Masonry Prisms
- Mortar and Grout
- Fireproofing
- Soils and Aggregates
- Asphalt Concrete
- Reinforcing Steel
- Environmental

#### K. Inspections

- Consultant shall determine that the work of contractor is being performed in accordance with the contract documents.
- Make recommendations to the City regarding special inspection or testing of work not in compliance with the provisions of the contract documents.
- Subject to review by the City, reject work which does not conform to the requirements of contract documents.
- Facilitate and coordinate inspection by representatives of other agencies, as needed.
- Evaluate the completion of the work of the contractor and make recommendations to the City when work is ready for final inspection.
- Assist the City in conducting final punchlist inspections.
- Schedule and coordinate special inspection and material testing.
- Inspector(s) shall oversee and inspect all aspects of construction to ensure compliance with the Plans, Specifications, and Special provisions.

#### L. Claims

- Claims submitted by the contractor must adhere to Public Contract Code Section 10240 and 20104.
- Consultant Project Manager shall coordinate with City consultant on claim matters.
- Review all claims and provide an evaluation to the City. Documentation must be provided and reviewed to support any claim.
- Coordinate the resolution of each claim with suggested design changes that may have been caused by unforeseen field conditions.

#### M. Prevailing Wage / Labor Compliance

- Consultant shall monitor and enforce prevailing wage forms and requirements for conformance to the prevailing wage rates on a weekly basis.

- Shall verify that all Trade personnel listed in the daily log are also listed in the certified payroll and shall conduct weekly employee interviews, one for each trade, and submit verification with the monthly progress payments.
- Perform employee interviews to verify and enforce prevailing wage requirements on a regular basis.

#### N. Project Closeout

- The Project Manager shall be responsible for all project closeout items, such as: As-Built plans and related documentation, punch list completion, commissioning, warranty requests during the one-year period. Shall schedule and oversee the warranty repair. Should include site visits as requested by the City to look at defects or imperfections to determine if it is a warranty issue.
- Shall provide a close out report outlining any obstacles, violations, and services performed. Shall provide a close out report for but not limited to any violations, fringe benefit statements, missing payroll reports, unsatisfactory employee interviews, claims, and any other documentation related to prevailing wage and labor compliance.

#### O. Community Outreach

- Consultant shall attend and co-lead a pre-construction meeting with the community. The primary purpose of this meeting is to introduce the CM team to the community and discuss major anticipated construction impacts.
- Project Manager shall coordinate with the City's Communication Manager and communicate with the community regarding impacts related to the construction project.

#### P. Federal Requirements

- Preparation of Caltrans documentation including but not limited to Award package, interim reports, and final report (close out) to be reviewed by the City.
- Coordinate with the City to ensure Disadvantaged Business Enterprises (DBE) goal is met by contractors and document any changes throughout the length of the project.
- Compliance with any and all state and federal funding requirements for construction and enforce any regulations set forth by these funds.

All tasks listed above shall be required on an as-needed basis. The city reserves the right to add or reduce some of the above tasks and duties as it sees fit. The

consultant, serving as staff extension, shall remain sufficiently flexible to meet the needs of the City and of the project.

#### **4. ASSURANCE OF DESIGNATED PROJECT TEAM**

Proposer shall ensure that the designated project team, including sub-consultants as identified in the firm's proposal, is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the City.

#### **5. PROPOSAL FORMAT REQUIREMENTS**

Each response to this RFP shall include the information described in this section.

Provide the information in the specified order. **Failure to include all the elements specified may be cause for rejection.** Additional information may be provided but should be brief and relevant to the goals of this RFP. Excessive information will not be considered favorably.

Three physical copies of the final proposal shall be submitted to the City no later than two working days after the proposal deadline. The consultant project cost proposal shall be submitted in a separate sealed envelope marked "Cost Proposal." Proposer's who do not include physical copies within the specified timeframe will be considered unresponsive and disqualified.

All proposals must be signed by an authorized representative and include the completed Summary Sheet and Certification of Proposal to the City of Placentia provided in Appendix "B" and "C" of this RFP.

**Proposals shall be limited to a maximum of 30 pages.** Proposals over 30 pages will be rejected. Paper size shall be 8.5"x11" and occasional 11"x17" sheets are acceptable for exhibits and graphics. The cover letter, table of contents, front and back covers, summary sheet, certification of proposal and section dividers are excluded from the page count. The proposal should include the following sections in order:

##### **A. Cover Letter**

Shall contain the following information:

- Title of this RFP
- Name and mailing address of the prime consultant (include physical location if mailing address is a PO Box)

- Contact Person, Email address, telephone number, and fax number

The City will use email to notify your firm of critical developments such as interview schedules if any, notification of selection/non-selection, etc. Therefore, it is essential that you identify one or more contact persons who have frequent access to email.

The City will not be responsible for delivery failure of email due to firewalls, spam filters, or individuals' failure to retrieve email messages. The City will not attempt to re-deliver any messages which fail due to no fault of the City.

The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter into a binding contract.

1. Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of- Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
2. Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
3. Proposals which are submitted by an Individual doing business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm's name and style.

## **B. Executive Summary**

Describe your firm's and sub-consultant's (if any) general experience and qualifications as it pertains to projects of similar scope and size. Identify the services which would be completed by your firm's staff and those that would be provided by sub- consultants. Identify any sub-consultants you propose to utilize to supplement your firm's staff.

## **C. Project Team Organization**

Clearly identify the prime consultant, all subconsultants, and their respective roles. Show the Project Manager and the key staff proposed for this project, including subconsultants' staff. It is expected that the project team proposed under this proposal will remain unchanged throughout the duration of the project. Replacement of key staff without consultation with the City will not be permitted.

Include contact information and a brief summary of the Prime firm's history and experience providing the requested services on similarly sized and scoped projects. Include a summary of the firm's experience, if any, with the City of Placentia. Provide a brief resume for each key staff member including their education background, licensing (if applicable), availability, and project experience.

#### **D. Relevant Project Experience and References**

List and provide a narrative summary of related project experiences. Include a minimum of three (3) similar type/size projects that your team has completed. Provide a project description, services provided, and construction costs. Discuss whether the design and construction were completed on time and within budget. Provide a minimum of three (3) references (name, title, agency, and telephone number) from previous experience. Provide no more than one contact person per project as a reference, including agency/company and phone number. Preference is given to project references that have directly worked with staff proposed for this project.

#### **E. Understanding & Approach**

Provide a detailed discussion of your firm's approach to the successful implementation of this agreement. Describe your firm/team's understanding duties assigned and identify the approach for key services and/or issues anticipated. Describe the Project Manager's and firm/team support and approach to ensure the effort is completed on schedule and within the established budget.

#### **F. Scope of Work**

Provide a scope of work complementing the City's proposed scope of work describing all tasks required to complete the work and any additional aspects to the work scope the City should and could consider. The scope of work shall provide enough detail to distinguish the varied work effort required, in keeping with the City's desired tasks to be completed.

#### **G. Schedule**

Provide a typical schedule or sequence of events to accomplish all the required tasks; include review/approval times for the City and other project stakeholders.

## H. Proposed Exceptions

Describe all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract (Appendix "A"). This section shall be clearly marked "Proposed Exceptions" in your submittal. If no exceptions are taken this shall be clearly stated in this section. The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the City's determination of whether it is possible to successfully negotiate a contract with your firm/individual.

**It is necessary to submit these elements with your RFP response.** Failure to submit the required information with your response will render your proposal non-responsive.

## 6. REQUIRED PROPOSAL STATEMENTS

This statements identified below must be included in your RFP response:

- A. A statement that the submitting firm will perform the services and adhere to the requirements described in this RFP, including any addenda (*reference the addenda by date and/or number*).
- B. Subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act.
- C. Proposers shall include a statement that describes the specific portion(s) of their submittal that are considered proprietary and should not be releasable as public information. Proposers should be aware that all such requests may be subject to legal review and challenge.
- D. Include a statement of assurance that you will not substitute members of your designated team without approval by the City of Placentia staff which declares there is no Conflict of Interest.
- E. Include a statement which declares there is no Conflict of Interests.
- F. Provide a statement attesting there has been no Collusion with other proposing firms.
- G. Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract. (Please note that actual Certificates of Insurance are not required as part of your submittal.)

## 7. EXCEPTIONS

## 8. RESOURCE ALLOCATION AND COST PROPOSAL

Selection of the consultant will be made in accordance with the provisions of Chapter 10 of the California Government Code, Sections 4526 and 4529.5, stating that selection of professional services is based on competence and qualifications without regard to fee. The fee will be opened and evaluated to ensure the fee is reasonable for the services to be delivered after selection of the consultant based on qualifications is complete. Provide in a separate sealed envelope the proposed billing rates for all expected personnel to deliver services as described in the scope of work.

**All cost proposals shall be signed and dated per Section 5.0 above and shall be submitted in a separate sealed envelope.**

## 9. SUBMITTAL INSTRUCTIONS

### A. Time, Place and Format

Proposal submission due date: **JANUARY 30, 2024 at 5:00 P.M.**: No proposals will be considered for award unless properly and successfully submitted through the electronic bid management system at: <https://pbsystem.planetbids.com/portal/54600/portal-home> by the date and time specified on the cover page of this Request For Proposal. All proposals must be signed by an authorized representative.

All required sections, including pricing, shall be submitted via the website. Bidder is solely responsible for “on time” submission of their electronic proposal. The bid management system will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from PlanetBids, the bid management system indicating their bid was submitted successfully. The City will only receive those proposals that were transmitted successfully. **DO NOT FAX OR E-MAIL.**

NOTE: E-Bids/Proposals are sealed and cannot be viewed by the City or any other person or entity until the closing date and time. If you need to withdraw your bid, you may do so at any time before the bid deadline, by going back into the system and selecting “withdraw”.

Three physical copies of the final proposal shall be submitted to the City no later than two working days after the proposal deadline. The

consultant project cost proposal shall be submitted in a separate sealed envelope marked "Cost Proposal." Proposer's who do not include physical copies within the specified timeframe will be considered unresponsive and disqualified.

All proposals must be signed by an authorized representative and include the completed Summary Sheet and Certification of Proposal to the City of Placentia provided in Appendix "B" and "C" of this RFP.

Proposals must:

- Show page numbers for all pages in the proposal.
- Be on 8-1/2"x11" page size
  - states "***On-Call Construction Management and Inspection Services***"
  - identifies the proposer
- Must be addressed as follows:
  - City of Placentia
  - Attn: Chris Tanio, PE, Deputy Director/City Engineer
  - 401 E. Chapman Avenue
  - Placentia, CA 92870
- Proposals must address the requirements of the RFP as set forth in Section 5. They should be as concise as possible and must not contain any promotional, advertising or display material.

#### B. Cost proposal Submittal

A detailed hourly rate schedule shall be required for this RFP. If subcontracting, the rate structure for those services shall be included. On-call contracts resulting from this RFP will be awarded to firms whose Technical Proposal meets the technical requirements of the RFP. Proposals will be ranked in accordance with the evaluation criteria stated in this RFP. Should the consultants selected for each task or project be not able to reach an agreement on the fees for design services, the City reserves the right to enter negotiations with any of the qualified consultant on the on-call list.

#### C. Opening of Responses

All proposals are scheduled to be opened and considered within two weeks after the deadline date shown in Section 2 using evaluation procedures set forth in Section 10. Consultant selection may be delayed or postponed at the discretion of the City.

## **10. EVALUATION CRITERIA**

### **A. Selection Committee**

- a. Proposals submitted will be evaluated by a Selection Committee

### **B. Review of Proposals**

- a. The Selection Committee will use a point formula during the review process to individually score Project Proposals, as outlined in Section C below, "Project Proposal Evaluation Criteria." The Selection Committee will then be convened to review and discuss these evaluations and combine the individual scores to arrive at an average composite Project Proposal score for each firm. Firms that do not meet "Mandatory Elements" listed in Section C1 below will be eliminated from further consideration.
- b. After the composite Project Proposal score for each firm has been established based upon the "Qualitative Evaluation" criteria listed in Section C, the Selection Committee may request oral presentations from a subset of those firms with a minimum score of 70 points. Based upon score rankings, the three (3) highest ranking firms may be interviewed. The Selection Committee may also schedule a site visit, if applicable.
- c. The Cost Proposal of firms receiving a minimum score of 70 points on the qualitative review will be opened to ensure that the Cost Proposal is reasonable. The cost proposal for these services should consist of hourly rate for all classifications assigned to this project.

### **C. Project Proposal Evaluation Criteria**

Proposals will be evaluated using three (3) sets of criteria. Firms meeting the mandatory elements will have their proposals evaluated and scored. The following represent the principal selection criteria which will be considered during the evaluation process.

- a. Mandatory Elements
  - i. The firm is independent and properly licensed to practice in California.
  - ii. The firm has no conflict of interest with regard to any other work performed by the firm for the City.
  - iii. The firm adheres to the instructions in this RFQ on preparing and submitting the proposal.
  - iv. The firm included a Letter of Transmittal in the Project Proposal.
- b. Qualitative Evaluation (Maximum Points = 100)

In order to be considered the proposer must achieve at least 70 points. (Points will be assigned by the Department Director or Coordinator.)

  - i. Expertise and Experience (60 points)

1. The quality of the firm's and individual personnel's experience in providing professional design and engineering services for City Capital Improvement Projects as described in the Scope of Services. The quality of the personnel's demonstrated expertise in producing detailed plans and related engineering services.
  2. The quality of professional personnel's education, certifications, licenses, and years of experience designing plans and providing construction support. Demonstrated commitment to high quality customer service and public relations.
  3. Public agency references relative to personnel assigned to this contract; Long-term working relationships, multiple projects delivered for same agencies.
  4. Firm's statement on why it believes itself to be best qualified.
- ii. Scope of Work (20 points)
1. Contract scope of work outlined in Section 3 of the RFP is addressed, and the proposal demonstrates that the proposer thoroughly understands the City's needs and expectations, and how those will be met.
  2. Inclusion of additional work scope/deliverables that complements and enhances the City's scope of work which will ultimately deliver better services and construction projects.
- iii. Allocation of Resources (20 points)
1. Conceptual plan that outlines how the firm's resources will be leveraged to deliver Construction Management and Inspection Services that ultimately result in better projects.
  2. Identify any distinguishing features, resources, skills and/or services your firm can allocate to this contract to deliver the City's capital improvement projects.

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## LEGAL REQUIREMENTS

The contract awarded shall be governed in all respect by the laws of the State of California, and any litigation with respect thereto shall be brought in the courts of the State of California. The firm awarded the contract shall comply with applicable Federal, state and local laws and regulations and comply with the following terms:

- The City has the right to reject any and all proposals .
- All documents submitted in response to the RFP are public documents subject to disclosure as permitted by the California Public Records Act.
- The City is not liable for any costs incurred in responding to the RFP.
- From the issue date of this RFP until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any City staff except through the person named herein for questions. For violation of this provision, the City shall reserve the right to reject the proposal of the offending firm.
- The selected firm will be required to enter into a Professional Services Agreement with the City of Placentia which includes the City's Standard Terms and Conditions including insurance requirements.
- Proposals submitted early may be withdrawn by the firm prior to the Proposal due date specified above. Following the Proposal due date, the Proposal constitutes a binding offer and may not be withdrawn by the firm prior to the award.
- The City of Placentia reserves the right to: (a) waive minor irregularities or variances, non-material bid informalities or defects in any proposal; (b) reject any and all proposals, in whole or in part, submitted in response to this solicitation; (c) request clarifications from all firms; (d) request resubmissions from all firms; (e) make partial, progressive or multiple awards; and (f) take any other action as permitted by law and /or the City's Procurement Ordinance.

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**APPENDIX “A” – PROFESSIONAL SERVICES AGREEMENT (SAMPLE)**

**CITY OF PLACENTIA  
PROFESSIONAL SERVICES AGREEMENT  
WITH**

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THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”), by and between the CITY OF PLACENTIA, a municipal corporation (“City”), and \_\_\_\_\_, a [state] [type of corporation] (“Consultant”).

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to landscape architecture and accessibility design services, as more fully described herein; and

B. WHEREAS, Consultant represents that it is “design professional” as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; including credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations; and

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

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

E. WHEREAS, among other reasons, the City is hiring Consultant to perform accessibility design services at a public park within the City to comply with all applicable accessibility requirements. Accordingly, Consultant desires to perform these services and to bear all risk the City may bear resulting from accessibility designs that are not complaint.

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant’s Proposal (“Proposal”), attached hereto as Exhibit “A” and incorporated herein by this reference, including but not limited to, preparing all design documents free from defects.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices, and with credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its

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service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section. Consultant also warrants that it has ownership of all intellectual property being provided under this Agreement.

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

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

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

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

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

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

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

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insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

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

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_.00).

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

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

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

## **3.0. TIME OF PERFORMANCE**

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

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

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#### 4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of \_\_\_\_\_ months, ending on \_\_\_\_\_, 20\_\_\_, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

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

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished

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design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## **5.0. INSURANCE**

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

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

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

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

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

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

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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

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responsible for payments of damages to persons or property.

**6.0. GENERAL PROVISIONS**

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

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

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

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

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

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

IF TO CONSULTANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Attn: \_\_\_\_\_

IF TO CITY:

City of Placentia  
401 E. Chapman  
Placentia, CA 92870  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Attn: \_\_\_\_\_

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

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of

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

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

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

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

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

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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

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

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

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

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

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

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

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

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

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

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

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of

\_\_\_\_\_ which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

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

CITY OF PLACENTIA,  
A municipal corporation

\_\_\_\_\_  
City Administrator

Date: \_\_\_\_\_

ATTEST:

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

CONSULTANT

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

---

Risk Management

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

Project Manager

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL

Name, Title

Date: \_\_\_\_\_

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**EXHIBIT A**

**CONSULTANT'S PROPOSAL AND SCOPE OF WORK**

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**EXHIBIT B**

**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**

**APPENDIX B**  
**SUMMARY SHEET**

Firm Name: \_\_\_\_\_

Firm Parent or Ownership: \_\_\_\_\_

Firm Address: \_\_\_\_\_

\_\_\_\_\_

Firm Telephone Number: \_\_\_\_\_

Firm Fax Number: \_\_\_\_\_

Number of years in existence: \_\_\_\_\_

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Types of services provided by the firm: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX C

### CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

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

Name of Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B**

**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/14/2023

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

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

<b>PRODUCER</b> Klein Agency, LLC P.O. Box 219  Timonium MD 21094		<b>CONTACT NAME:</b> Certificate Department <b>PHONE (A/C, No, Ext):</b> (410) 832-7600 <b>FAX (A/C, No):</b> (410) 832-1849 <b>E-MAIL ADDRESS:</b> certs@kleinagencyllc.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Charter Oak Fire Insurance Co	<b>NAIC #</b> 25615
		<b>INSURER B:</b> Travelers Indemnity Co. of Am	25666
		<b>INSURER C:</b> Travelers Property Casualty Co. of America	25674
		<b>INSURER D:</b> Berkshire Hathaway Specialty Insurance	22276
		<b>INSURER E:</b> Beazley Insurance Company	37540
		<b>INSURER F:</b>	
<b>INSURED</b> Bowman Infrastructure Engineers LTD  3060 Saturn Street, Suite 250 Brea CA 92821			

**COVERAGES**                      **CERTIFICATE NUMBER:** 23-24 Infrastructure Eng.                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			6306J047645	08/31/2023	08/31/2024	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<b>AUTOMOBILE LIABILITY</b>			8108T020319	08/31/2023	08/31/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>			CUP6J395074	08/31/2023	08/31/2024	EACH OCCURRENCE	\$ 25,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE	\$ 25,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> CLAIMS-MADE						\$
								\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			UB6J317115	08/31/2023	08/31/2024	<input checked="" type="checkbox"/> PER STATUTE	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N	N / A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D/E	Primary Professional & Pollution Liab / Excess Professional & Pollution Liab			47-EPP-330666-01	08/31/2023	08/31/2024	Each Claim/Aggregate	\$5,000,000
							Excess Each Claim/Aggr.	\$5,000,000

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

Re: All operations. Endorsements CGD604, CGD414, GD379, CAF129, CAT474, WC000313 are attached. If required by an insured written contract, executed prior to any loss, The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are an Additional Insured on a primary and non-contributory basis under the General and Auto Liability Policies. If required by an insured written contract, executed prior to any loss, Waiver of Subrogation is provided for General, Auto, and Workers Compensation Policies. Umbrella Policy follows form over General, Auto, and Employer's Liability Policies. 30 day notice of cancellation, 10 day for non-payment.

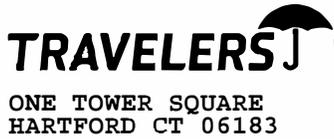
### CERTIFICATE HOLDER

City of Placentia 401 E. Chapman  Placentia CA 92870
---

### CANCELLATION

<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
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**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 00 03 13 (00) - 001**

POLICY NUMBER: UB-6J317115-23-43-G

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

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

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS  
WAIVER.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **VIRGINIA BUSINESS AUTO COVERAGE EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |  |
|--|--|
| <p><b>A. BROAD FORM NAMED INSURED</b></p> <p><b>B. BLANKET ADDITIONAL INSURED</b></p> <p><b>C. EMPLOYEE HIRED AUTO</b></p> <p><b>D. EMPLOYEES AS INSURED</b></p> <p><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></p> <p><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></p> <p><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></p> | <p><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></p> <p><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></p> <p><b>J. PERSONAL EFFECTS</b></p> <p><b>K. AIRBAGS</b></p> <p><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></p> <p><b>M. BLANKET WAIVER OF SUBROGATION</b></p> |
|--|--|

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and

that is in effect during the policy period, to name as an additional insured for Covered Auto Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

## COMMERCIAL AUTO

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

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

### D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE**:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE**:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you

lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

- (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

- (ii) Neither you nor any other involved "insured" will make any settlement without our consent.

- (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

- (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

- (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

- (b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### **G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### **H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### **I. PHYSICAL DAMAGE — TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### **J. PERSONAL EFFECTS**

The following additional coverage is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

##### **Personal Effects**

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

This Personal Effects limit does not apply to "loss" to the covered "auto" or its equipment.

No deductibles apply to this Personal Effects coverage.

#### **K. AIRBAGS**

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

#### **L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

COMMERCIAL AUTO

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **PROVISIONS**

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
  - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
    - (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
    - (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

- (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:
  - (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
  - (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

## COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

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

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

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

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization .

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

**3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

**Duties Of An Additional Insured**

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

## COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place ;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
  - i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A.</b> Non-Owned Watercraft – 75 Feet Long Or Less</li> <li><b>B.</b> Who Is An Insured – Unnamed Subsidiaries</li> <li><b>C.</b> Who Is An Insured – Retired Partners, Members, Directors And Employees</li> <li><b>D.</b> Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees</li> <li><b>E.</b> Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</li> <li><b>F.</b> Blanket Additional Insured – Controlling Interest</li> <li><b>G.</b> Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</li> </ul> | <ul style="list-style-type: none"> <li><b>H.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</li> <li><b>I.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</li> <li><b>J.</b> Incidental Medical Malpractice</li> <li><b>K.</b> Medical Payments – Increased Limit</li> <li><b>L.</b> Amendment Of Excess Insurance Condition – Professional Liability</li> <li><b>M.</b> Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement</li> <li><b>N.</b> Contractual Liability – Railroads</li> </ul> |
|---|---|

**PROVISIONS**

**A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS**

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
  - (2) A watercraft you do not own that is:
    - (a) 75 feet long or less; and
    - (b) Not being used to carry any person or property for a charge;
2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:
  - e.** Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

**B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

## COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

### C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

#### (1) "Bodily injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

#### (2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

#### (3) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

**D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES**

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

**E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES**

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
  - b. An organization other than a partnership, joint venture or limited liability company; or
  - c. A trust;
- as indicated in its name or the documents that govern its structure.

**F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST**

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

**G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

## COMMERCIAL GENERAL LIABILITY

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
  - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

### H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

### I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

### J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- 3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

- 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

- 5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

- 6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**K. MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
  - a. \$10,000; or
  - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

**L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY**

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

**M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed; subsequent to the signing of that contract or agreement.

**N. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c. Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**CITY OF PLACENTIA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
BERG & ASSOCIATES, INC.**

7th of May

THIS AGREEMENT is made and entered into this 2<sup>nd</sup> day of April, 2024 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Berg & Associates, Inc. ("Consultant").

**WITNESSETH:**

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

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

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

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

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

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

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

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

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

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

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

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

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

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

## **2.0. COMPENSATION AND BILLING**

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

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

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

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

## **3.0. TIME OF PERFORMANCE**

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

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

## **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 3 years, ending on <sup>MAY 1</sup> April 2, 2027 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. One (1) two-year extension is available based on Consultant performance and at the discretion of the City. Approval of the term extension is contingent upon City Council review and approval at the conclusion of the initial three-years.

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

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

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

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

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

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

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

## **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all the following minimum scope of insurance

coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

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

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

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

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

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

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

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

- (a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

## **6.0. GENERAL PROVISIONS**

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

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

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

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

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

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

IF TO CONSULTANT:

Berg & Associates, Inc.  
302 W. 5th Street, Suite 210  
San Pedro, CA 90731  
Tel: (310) 548-9292  
Fax: (310) 548-9195  
Attn: Alicia Berg

IF TO CITY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

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

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

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

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

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

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

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

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

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

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

CITY OF PLACENTIA,  
A municipal corporation

\_\_\_\_\_  
Damien R. Arrula, City Administrator

Date: \_\_\_\_\_

ATTEST:

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

CONSULTANT

  
\_\_\_\_\_  
Signature

Date: 3/12/2024  
\_\_\_\_\_

Alicia Berg  
\_\_\_\_\_  
Name and Title

330075557  
\_\_\_\_\_  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian L. Bettenhausen, City Attorney

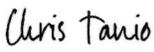
Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Krystle Murillo, Risk Manager

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Chris Tanio, Deputy Director/City Engineer

Date: 3/12/2024  
\_\_\_\_\_

DEPARTMENTAL APPROVAL

*Luis Estevez*

\_\_\_\_\_  
Luis Estevez, Deputy City Administrator

Date: 3/12/2024

\_\_\_\_\_

**EXHIBIT A**

**CONSULTANT'S PROPOSAL AND SCOPE OF WORK**

# ON-CALL CONSTRUCTION MANAGEMENT & INSPECTION SERVICES | RFP NO. PW-24-01

for the City of Placentia

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January 30, 2024



**Berg & Associates, Inc.**

Your Bridge to a Better Project

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January 30, 2024

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

Attn: Chris Tanio, PE - Deputy Director/City Engineer

Subject: RFP No. PW-24-01: On-Call Construction Management and Inspection Services for the City of Placentia

Dear Mr. Tanio,

Berg & Associates, Inc. (Berg) is pleased to submit our proposal to provide Project Management and Construction Management Services to the City of Placentia for On-Call Construction Management and Inspection Services. We have over **four decades of experience** managing civil works projects for local cities and agencies and understand the challenge and how to succeed at completing projects on time and on budget while ensuring that the public is safe, and inconvenience is minimized. Berg has successfully completed projects involving street and roadway rehabilitation, structures, bridges, water mains and pipelines, pump stations and storm drains. We are a **perfect match** for the types of projects you anticipate for your upcoming Capital Improvement Projects.

We are organized in a way that allows for quick decision-making and rapid responses that has proven successful for on-call contracts with Los Angeles World Airports, the Ports of Los Angeles and Long Beach, as well as numerous public agencies and cities including Huntington Beach, Long Beach, Santa Monica, West Hollywood, Palm Springs, and Rialto.

Berg brings a **well-established roster of personnel** that are the best in the business, and we are proud to say they have been loyal to Berg for decades due to our commitment to excellence not only for our clients, but to the esteemed people who work for us. Our proposed Project Manager, Dave Smith, PE, QSD, brings 30 years of public works management experience and 26 years with our firm. Dave is truly gifted in managing projects and brings phenomenal expertise in managing the contractor, caretaking the public, and blending ideally with City staff.

The Berg Team has the required capacity, breadth, depth, availability, and financial stability to perform the requirements of the RFP. By submitting this proposal, we acknowledge that we have read and understand the contents of this RFP and agree to comply with the requirements and conditions contained in the RFP and all of the applicable Exhibits. We agree to and endorse the following required proposal statements:

- A. BergCM will perform the services and adhere to the requirements described in this RFP, including any addenda. **We acknowledge receipt of Addendum 1.**
- B. We acknowledge that subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act.
- C. Our cost proposal is considered proprietary and should not be releasable as public information. We are aware that all such requests may be subject to legal review and challenge.



- D. We will not substitute members of your designated team without approval by the City of Placentia staff.
- E. BergCM has declares we have no Conflict of Interest.
- F. BergCM declares there has been no collusion with other firms.
- G. BergCM has the ability and is in agreement to fulfill the indemnification and insurance requirements contained in the sample contract.

As President, I am authorized to negotiate terms, render binding decisions, and commit the firm's resources.

Please feel free to contact us via email with any questions or further information requirements: [deborah@bergcm.com](mailto:deborah@bergcm.com). For more information, visit our website at [www.bergcm.com](http://www.bergcm.com). We look forward to the opportunity to serve you!

Sincerely,

A handwritten signature in blue ink that reads "Deborah Berg". The signature is fluid and cursive, with the first letter of each name being capitalized and prominent.

Deborah Berg, MPA  
President - Berg & Associates, Inc.

## C. EXECUTIVE SUMMARY

### COMPANY OVERVIEW

Berg & Associates, Inc. (BergCM) is a Certified SBE/WBE with **44 years** of dedicated service in Southern California at the forefront of construction, project, and program management. BergCM, as prime, has maintained a strong presence in Southern California as a full-service CM firm, successfully delivering **multi-jurisdictional, multi-phased, multi-staged infrastructure projects** ranging from less than \$1 million to more than \$100 million in construction value.

Our diverse portfolio of **longstanding repeat clients** attests to BergCM’s reputation for dedicated service, dependable project delivery, and our consistency in delivering **quality staff** and **award-winning projects**.

#### ➤ Comprehensive Services

Construction management, office engineering, civil and structural inspection, document control, project controls, scheduling, estimating, claims support, change management, specialty inspection, resident engineering, and structural engineering.

#### ➤ Project Diversity

Specializing in **transportation** and **infrastructure**, we consistently deliver exceptional public works improvement projects that involve street rehabilitation, site improvements, parks and recreation improvements, building facilities, bridges, traffic signals, and water infrastructure.

#### ➤ Proven Track Record

Clients are more than accounts; they're partners in our success.

“What I found impressive [about BergCM] is the team’s willingness to support and meet the City's needs when issues came up.”

**City of Santa Monica - Fabio M. Macias, Civil Engineering Associate**  
20/21 Annual Wastewater Replacement Project

#### ➤ On-Call Experts

**Over 22 on-call contracts** held including agencies like Los Angeles World Airports, LADOT, MWD, and the Port of Los Angeles, with more than **20 task order directives** successfully executed.

#### ➤ Dedicated Team

At BergCM, our **employees are our greatest asset**. Our team's longevity reflects our company's depth of experience.

#### ➤ Award-Winning Excellence

Providing mutual benefits by writing nominations for project awards. With **over 30 project awards and counting**, our projects consistently meet award criteria.

#### ➤ Knowledge of Standards & Regulations

**Extensive experience** implementing standards and specifications, including: Caltrans Standard Plans and Specification, OSHA safety standards, The Greenbook, Uniform Building Codes Standard Plans for Public Works Construction, Local regulations and standards.



**22**  
On-Call  
Contracts

We’ve worked in 42 SoCal cities and have been awarded 22 on-call contracts and counting!

### A QUICK LOOK AT BERG

- Berg’s corporate office is in San Pedro with many Berg employees residing in Long Beach.
- No bankruptcy, litigations, office closures, or mergers.
- We have local, cross-trained staff ready to provide a range of services.

#### On-Call CM Contracts

##### Current

City of Huntington Beach  
City of Palm Springs  
City of Long Beach  
City of Santa Monica  
City of Rialto  
City of West Hollywood  
Metropolitan Water District  
City of LA, Harbor Division  
Los Angeles World Airports  
SCRRRA/MetroLink

##### Previous

City of Santa Monica  
City of LA, BOE Bridge Dept.  
Port of Long Beach  
LA Metro  
OCTA Utility Coordination  
Caltrans D7 (2 contracts)  
City of West Hollywood  
City of Moreno Valley  
LA CRA

**CELEBRATING 43  
YEARS PROVIDING CM &  
INSPECTION SERVICES!**

**PROPOSAL**

Most importantly, we have maintained a sense of community, with a strongly held belief that **PUBLIC WORKS ARE A PUBLIC TRUST**. We are honored when entrusted with a project and do our very best to exceed expectations for quality and efficiency. We know from working with the City of Irvine, that the City prioritizes consistent communication, smooth operations, and efficient documentation. A project is not just more construction, but an iconic improvement that symbolizes the City’s care for improving accessibility and safety for their community.

**We are dedicated to bringing the most qualified team members, engineering best-practices, and newest technology to our projects, making us... Your Bridge to a Better Project!**

**Company's Growth**

BergCM is continually expanding its array of services to meet client demand. We are in excellent financial condition, experiencing steady growth with increasing capacity. All accounting records are maintained according to Generally Accepted Accounting Principles (GAAP) and we utilize a Caltrans audited overhead rate in conformance with the Federal Acquisition Regulations (FARs).

**Company Culture**

BergCM is a Woman-Owned (WBE), Disadvantaged Business Enterprise (DBE), and Small Business Enterprise (SBE). Throughout her career, Deborah Berg, MPA, President of BergCM, has become an influential figure in the industry, as co-founder of WTS-Inland Empire and Former President of WTS-Los Angeles, she leads the firm as a stand-out SBE/DBE/WBE company that consistently holds Prime contracts. Her leadership as a woman in construction is reflected in her team, as BergCM has empowered numerous women in their engineering and public works careers. She continues to **advance the industry** through participation in CMAA, WTS, APWA, ACEC, ASCE and the Cal-Mentor Program.



Deborah’s proactive, communicative, and problem-solving attitude has shaped BergCM company culture. BergCM staff are a rare team in the construction management industry, with the majority of our **staff achieving long-tenure**, due to a positive environment, continued education mindset, and team-oriented attitude.

**Technology & Expertise**

We recognize that we must demonstrate our **cost effectiveness** and **schedule management** on every project, and we continually look for tools and processes that allow us to work more efficiently. BergCM was one of the first to use drone technology to survey and document construction progress. All staff, not just administration, are versed in the latest construction and project management softwares. Field personnel are equipped with iPads/tablets for real-time reporting from any location on the project site.

BergCM implements procedural and technical innovations to improve our communication, documentation, and evaluation methods including:

- ✓ **Cloud-based Internal Document Control System**
- ✓ **Digital As-Built in Bluebeam**
- ✓ **Customized Automations for Documentation Due Dates**
- ✓ **Contractor Submission Portal & Transmittal System**
- ✓ **Aerial Drone Photography & Licensed Drone Pilots**
- ✓ **Field Inspection Tablets**
- ✓ **CMAA Project Interns**



**SUBCONSULTANT OVERVIEW**

**NINYO & MOORE – Materials Testing | Quality Assurance | Geotechnical Engineering**

Ninyo & Moore, a California Corporation, is a minority-owned, multidisciplinary consulting firm that provides high-quality geotechnical and environmental consulting services. The firm was incorporated in 1987 to provide consulting services in geotechnical engineering, construction inspection and testing, engineering geology, hydrogeology, hazardous waste remediation and environmental assessment.

Ninyo & Moore are committed to being responsive, thorough, technically sound, and active in the business community. Ninyo & Moore has provided materials testing services on hundreds projects throughout Southern California. Their Inland Empire office and Caltrans-certified laboratory, located in Fontana, has been certified by Caltrans District 8 since 1996 and has successfully completed numerous projects with BergCM providing geotechnical, materials testing and inspection services for SBCTA, Rialto, Rancho Santa Margarita, Fullerton, West Hollywood, Torrance, Huntington Park, and Beverly Hills. We have **held 15 contracts**, including on-call contracts, with Ninyo & Moore as our trusted subconsultant.

<b>BERGCM AND NINYO &amp; MOORE PROJECT HISTORY</b>			
<b>START DATE</b>	<b>PROJECT NAME</b>	<b>CLIENT</b>	<b>DESCRIPTION OF SERVICES</b>
3/13/2002	AVENIDA DE LAS BANDERAS/MATERIALS TESTING	Rancho Santa Margarita	Sub to BergCM - Soils and Materials testing
8/28/2009	BANDINI CANYON TRAIL	San Pedro	Sub to BergCM - Geotechnical Testing Services
12/18/2009	WEST HOLLYWOOD/SUNSET STRIP BEAUTIFICATION PROJECT	West Hollywood	Sub to BergCM - Materials Testing and Inspection Services
4/17/2020	PCH WATER MAIN	Torrance	Sub to BergCM - Geotechnical and Materials Testing Services
5/15/2013	RAYMOND AVE GRADE SEPARATION	Fullerton	Sub to BergCM - Materials Testing & Inspection
12/20/2016	SANTA MONICA BOULEVARD	Beverly Hills	Sub to BergCM - Soils and Materials Testing Services
4/15/2019	ALDER AVENUE WIDENING	Rialto	Sub to BergCM - Geotechnical and Materials Testing Services
5/23/2019	RANDALL AVENUE WIDENING	Rialto	Sub to BergCM - Geotechnical and Materials Testing Services
1/25/2021	HUNTINGTON PARK STREET ENHANCEMENTS PROJECT	Huntington Park	Sub to BergCM - Materials Testing Services
6/2/2021	PCH AND HAWTHORNE BOULEVARD INTERSECTION IMPROVEMENTS T-131	Torrance	Sub to BergCM - Materials Testing and Inspection Services
3/10/2022	MELROSE AVENUE STREETScape PROJECT, CIP NO. 2104	West Hollywood	Sub to BergCM - Geotechnical and Materials Testing Services
10/01/2022	WESTERN REGION PROJECTS (ON-CALL)	Metropolitan Water District	Sub to BergCM - Geotechnical and Materials Testing Services
10/01/2023	ON-CALL CM, INSPECTION, ADMINISTRATION, AND MATERIALS TESTING	Lomita	Sub to BergCM - Geotechnical and Materials Testing Services
11/01/2023	MAGNOLIA RPU INTERCONNECTION	Western Municipal Water District	Sub to BergCM - Geotechnical and Materials Testing Services
03/01/2024	LADYFACE GREENWAY PROJECT	Agoura Hills	Sub to BergCM - Geotechnical and Materials Testing Services

## D. PROJECT TEAM ORGANIZATION

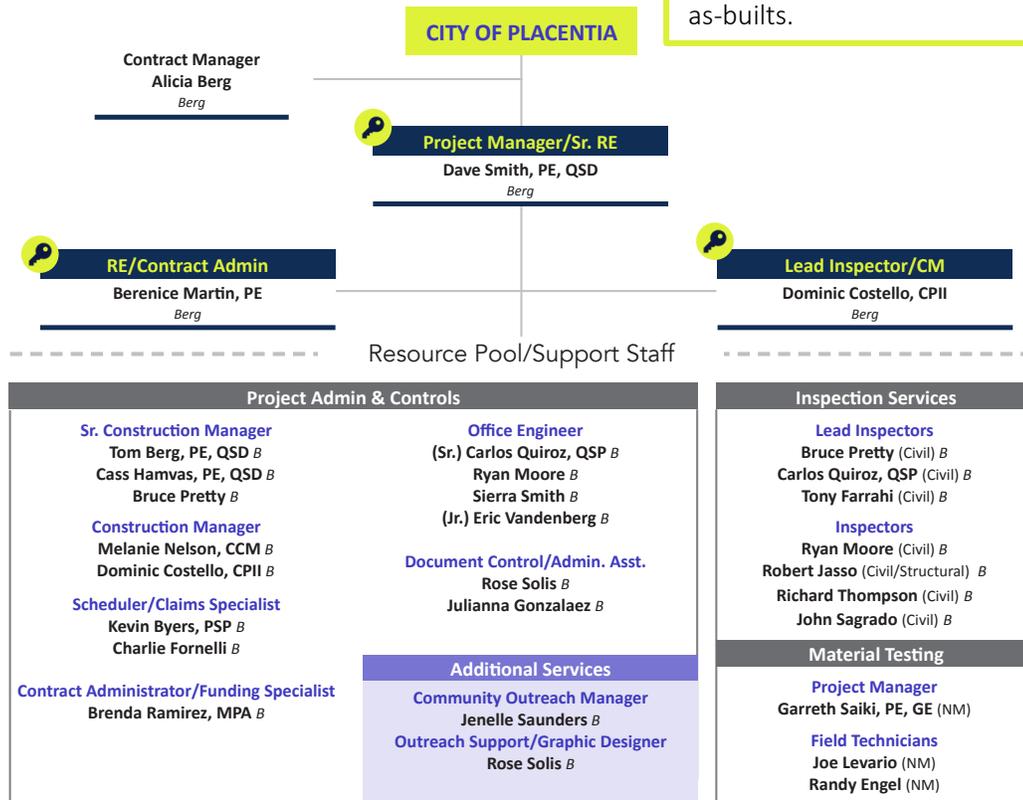
BergCM offers proposed on-call staff with a proven track record of delivering projects of all sizes to our clients successfully, within schedule and budget. They understand, from experience, the intricacies of constructability reviews, contract administration, claims avoidance, document control, engineering reviews, and project communication. Many of our projects involve **state and federal funding**, making us adept at conforming to all project procedures for any funding compliance. **Full resumes for all proposed personnel are available to the City upon request.**

We employ a **full range of staff** including licensed civil engineers, QA managers, technical field personnel, inspectors, utility coordinators, controls & claims specialists, and public outreach professionals. All proposed staff on the BergCM team are well versed in Caltrans and Greenbook standards, procedures, and practices, and have **project experience on major public works projects** in coordination with Caltrans and Southern California utility companies.

All team members **interact effectively with City staff**, other consultants, stakeholders, regulatory agencies, and utilities to ensure project expectations are met and exceeded. We promote a **collaborative working and learning environment** for our personnel, providing regular training programs and courses to enhance team knowledge.

**For 40+ years, BergCM has provided teams to public agencies built upon a foundation of:**

- ✓ **SAFETY** – Highest priority!
- ✓ **RESPECT** – For everyone, in all circumstances.
- ✓ **INTEGRITY** – Zero tolerance for cutting corners on standards, deliverables, and professionalism.
- ✓ **COMMUNICATION** – Clear, proactive, concise, and patient
- ✓ **TEAMWORK** – Team members support each other and do what it takes to get the job done.
- ✓ **DEDICATION** – Staff remain available 24/7
- ✓ **QUALITY** – Experienced problem solvers, with licenses, certifications, & knowledge required for Quality Assurance
- ✓ **INNOVATION** – Integrating new technologies, automations, cloud-based reporting, and digital as-builts.



## PROJECT MANAGER & KEY STAFF EXPERIENCE

BergCM proposes David J. Smith, PE, QSD/P, as Project Manager, to lead Task Order efforts and oversee quality of all deliverables by BergCM staff. He is highly qualified and knowledgeable to provide the City with sound engineering and excellent project management services.



### David J. Smith, PE, QSD/P

#### PROJECT MANAGER/SR. RESIDENT ENGINEER

**Dave** brings a boots-on-the-ground approach to his project management methodologies, daily workflow, and team leadership. After graduating with a **Bachelors in Civil Engineering** from Cal Poly Pomona, Dave began his career in **Caltrans District 8 Division of Structures**, where bridges became his passion. Since joining Berg 26 years ago, he has served as Project Manager, Resident Engineer, and Structures Representative on bridges and grade separations involving a heavy emphasis on utility coordination and safety.

**Dave** has a deep **respect for construction standards** and in particular Caltrans standards. This respect and understanding, paired with his **attention to detail** for ensuring work quality **compliance in a multi-agency & multi-stakeholder** environment, makes him the best choice to lead the team and to represent the City of Placentia.

#### RELEVANT & RECENT PROJECT EXPERIENCE

- **Project Manager** Jamboree Road Rehabilitation City of Irvine
- **Project Manager** Magnolia RPU Interconnection Western Municipal Water District
- **Project Manager** SR-55/Ritchey Street Water Improvement City of Santa Ana
- **Project Manager/Sr. RE** Fullerton Road Grade Separation San Gabriel Valley Council of Governments
- **Project Manager** Alder/Randall Street Improvements City of Rialto
- **Project Manager** Raymond Avenue Grade Separation City of Fullerton/OCTA
- **Project Manager** Pigeon Pass Road Street Improvements City of Moreno Valley

**“I truly enjoy being a part of the infrastructure building process. Something that you can see, touch, feel and use, and show your family.”**

- David J. Smith, PE, QSD



**Licensed PE in California**

**NHI Certificate: Managing Highway Contract Claims:**

**Analysis & Avoidance**

**Qualified Stormwater Designer & Practitioner (QSD/P)**

**Metrolink Roadway Worker Protection Trained**

**Caltrans Technical Certificates (JIIT, AC Pavement, & QC Professional)**



**26 years with BergCM**

#### 100% COMMITTED

- ✓ **Structural, Utility, & Roadway Construction Expert**
- ✓ **Successful Coordination & Positive Working Relationship with Caltrans, Utility Companies, & Municipalities**
- ✓ **28 years of experience as PM/RE/SR on PW projects with Caltrans Oversight & Utility Coordination**

**“My experience with Dave Smith and the BergCM team was **exceptional**. This was a very complex project [Raymond Avenue Grade Separation] and the BergCM Team was always prepared and communicated thoroughly in all instances.”**

- Greg J. Rousseau  
BNSF Project Engineer (2020)



**DOMINIC COSTELLO, CPII**

**LEAD INSPECTOR /CONSTRUCTION MANAGER**



Dominic has 40+ years of experience in construction, beginning his career as an electrical contractor, he coordinates with SCE and communication companies extensively and has an in-depth knowledge of how they operate. Dominic is an excellent communicator, building a partnership with the contractor to facilitate swift coordination of construction activities. His experience includes street improvements, grade separations, rail stations, and beautification projects involving the installation of curb and gutter, subgrade preparation, water mains, storm drains, pump stations, retaining walls, paving, striping, and landscape. His electrical experience includes traffic signals, lighting systems (single and series), installation of traffic signal controllers, installation of utility conduits, and electrical service installations.

**Certified Public Works Inspector (APWA)**

**★ 16 years w/ BergCM**

- ✓ **Roadway & Utility Construction**
- ✓ **Local (<18 miles) & Readily Available**
- ✓ **Ability to provide one-man operation for CM & Inspection**

**RECENT RELEVANT PROJECT EXPERIENCE**

- **Construction Manager**, Melrose Avenue Streetscape Project, City of West Hollywood
- **Lead Inspector**, Fullerton Road Grade Separation, SGVCOG/ACE
- **Utility Coordinator**, Raymond Avenue Grade Separation, City of Fullerton/OCTA



**BERENICE PEÑALOZA MARTIN, PE**

**RESIDENT ENGINEER/CONTRACT ADMINISTRATOR**



**Berenice** has 16 years' experience as construction manager, resident engineer, office engineer, and project controller. She specializes in change management, project engineering, contract administration, and risk management. Her experience includes grade separation and bridge projects, pump stations, grading and paving, heavy and light rail, Metrolink stations, all of which involve critical roadway improvement activities and utility relocations. Berenice oversees quality assurance of project documents, establishing **clear methods of communications with the Contractor**, and providing sound engineering recommendations.

**Licensed PE in California**

**BS in Civil Eng.**

**MS in Civil Eng. w/ structure emphasis**

**★ 12 years w/ BergCM**

- ✓ **Procure & Workflow Management Expert**
- ✓ **Extensive Multi-Agency Coordination Experience**
- ✓ **Cross-trained in inspection, risk management, labor compliance, change negotiations, & more!**

➤ As Resident Engineer for **OCTA's Anaheim Canyon Metrolink Station**, Berenice coordinated and worked closely with the City of Anaheim as the project extended casing for a City sewer line. She worked with the City to maintain ADA compliance on the streets and at the station during construction and with **Metrolink** to make ADA improvements to the pedestrian circulation elements at the station.

**RELEVANT PROJECT EXPERIENCE**

- **Resident Engineer**, SR-55/Ritchey Street Water Improvements, City of Santa Ana (Coordination w/ OCTA & Caltrans for SR-55 Widening)
- **ARE/Deputy RE**, Fullerton Road Grade Separation (Phase 1), San Gabriel Valley Council of Governments (SGVCOG)



## CASS HAMVAS, PE, QSD/P

### DEPUTY PROJECT MANAGER/SR. RESIDENT ENGINEER

- ✔ 30+ years of experience in Project Management in PW - 17 years with LADWP & oversaw \$30M in annual projects
- ✔ Extensive experience with OCTA & Local standards

#### RECENT & RELEVANT PROJECT EXPERIENCE

- **Project Manager/Sr. Resident Engineer** Anaheim Canyon Metrolink Station, OCTA
- **Project Manager/Resident Engineer**, Ladyface Greenway Project, City of Agoura Hills

➤ 25 years w/ BergCM



## BRUCE PRETTY

### SR. CONSTRUCTION MANAGER/LEAD INSPECTOR

- ✔ Expert in field oversight and construction methods
- ✔ 40 years of experience coordinating and providing quality assurance to Cities and Agencies throughout SoCal

#### RECENT & RELEVANT PROJECT EXPERIENCE

- **Sr. Construction Manager**, Sludge Drying Bed Rehabilitation, City of Palm Springs
- **Sr. Construction Manager**, Storm Drain Line 20, City of Palm Springs

➤ 25 years w/ BergCM



## MELANIE GURALNICK, CCM

### CONSTRUCTION MANAGER/CONTRACT ADMINISTRATOR

- ✔ 25 years of experience as PM, CM, and Contract Admin
- ✔ Experienced in Labor Compliance, Office Engineering, and Site Photography

#### RECENT & RELEVANT PROJECT EXPERIENCE

- **Construction Manager**, Western Gage Median Park & CD 6 Sidewalk Repair Program, Los Angeles Neighborhood Initiative
- **Construction Manager**, Los Angeles Sidewalk Repair Program, Los Angeles Bureau of Engineering

➤ 25 years w/ BergCM



## BRENDA RAMIREZ, MPA

### CONTRACT ADMINISTRATOR/FUNDING SPECIALIST

- ✓ Masters of Public Administration, USC
- ✓ Well-versed in grant funding requirements & Labor Compliance regulations

#### RECENT & RELEVANT PROJECT EXPERIENCE

- **Grant Support**, General Office Grant Funding Support, Port of Los Angeles
- **Contract Administrator**, SR-55/Ritchey Street Water Improvements, City of Santa Ana

➤ 11 years w/ BergCM



## CHARLIE FORNELLI

### SCHEDULER/CLAIMS SPECIALIST

- ✓ 30+ years of experience with background in construction methods
- ✓ Professional scheduler and expert in change

#### RECENT & RELEVANT PROJECT EXPERIENCE

- **Sr. Scheduler**, Melrose Avenue Streetscape Project, City of West Hollywood
- **Sr. Scheduler**, SR-55/Ritchey Street Water Improvements, City of Santa Ana

➤ 2 years w/ BergCM



## JENELLE SAUNDERS

### COMMUNITY OUTREACH MANAGER

- ✓ 16 years of experience providing CM & outreach
- ✓ Background in graphic design and certificate in Public Relations from eCornell University

#### RECENT & RELEVANT PROJECT EXPERIENCE

- **Public Outreach Manager**, Melrose Avenue Streetscape Project, City of West Hollywood
- **Public Outreach Manager**, Ladyface Greenway Project, City of Agoura Hills

➤ 16 years w/ BergCM



## SIERRA SMITH

### OFFICE ENGINEER

- ✓ Bachelors of Science in Civil Engineering, Cal Poly Pomona
- ✓ Expert in Office Engineering and Quality Assurance

#### RECENT & RELEVANT PROJECT EXPERIENCE

- **Office Engineer**, Magnolia RPU Interconnection, Western Municipal Water District
- **Office Engineer**, SR-55/Ritchey Street Water Improvements, City of Santa Ana

➤ 6 years w/ BergCM



## ERIC VANDENBERG

### JR. OFFICE ENGINEER

- ✓ Bachelors of Science in Environmental Science, UC Santa Barbara
- ✓ Experienced in Bluebeam markups for payment packages

#### RECENT & RELEVANT PROJECT EXPERIENCE

- **Jr. Office Engineer**, Melrose Avenue Streetscape Improvements, City of West Hollywood
- **Jr. Office Engineer**, Fullerton Road Grade Separation, San Gabriel Valley Council of Governments

➤ 2 years w/ BergCM



## ROSE SOLIS

### DOCUMENT CONTROL/ADMISTRATIVE ASSISTANT

- ✓ Meticulous, detailed, communicative, & prompt!
- ✓ Currently pursuing Certificate of Construction Management & Landscape Architecture

#### RECENT & RELEVANT PROJECT EXPERIENCE

- **Document Control/Public Outreach Assistant**, Melrose Avenue Streetscape Improvements, City of West Hollywood
- **Document Control**, Jamboree Road Rehabilitation, City of Irvine

➤ 5 years w/ BergCM



## CARLOS QUIROZ, QSP

### SR. OFFICE ENGINEER/LEAD INSPECTOR

- ✓ 20+ years of experience in office engineering for Public Works projects
- ✓ Extensive experience preparing change orders, RFCs, RFIs, and payment applications

➤ 21 years w/ BergCM

#### RECENT & RELEVANT PROJECT EXPERIENCE

- **Office Engineer**, San Pedro Waterfront Berths 74-84 Promenade Ph II, Port of Los Angeles
- **Office Engineer**, Berths 167-169 Marine Oil Terminal Improvements, Port of Los Angeles



## RYAN MOORE

### OFFICE ENGINEER/LEAD INSPECTOR

- ✓ Proven track record of maintaining project documents with excellent organizational skills
- ✓ Cross-trained in inspection and office engineering

➤ 5 years w/ BergCM

#### RECENT & RELEVANT PROJECT EXPERIENCE

- **Lead Inspector**, SR-55/Ritchey Street Water Improvements, City of Santa Ana
- **Office Engineer/Inspector**, Antelope Road Raised Safety Median Improvements, City of Menifee



## RICHARD THOMPSON

### LEAD INSPECTOR

- ✓ 30 years of experience with Geotechnical background
- ✓ Experience as instructor for American Concrete Institute & well-versed in Labor Compliance regulations

➤ 2 years w/ BergCM

#### RECENT & RELEVANT PROJECT EXPERIENCE

- **Lead Inspector**, Foothill Hydroelectric Plant Seismic Improvements, Metropolitan Water District (MWD) (Part of On-Call Contract)
- **Lead Inspector**, Water Main Installation, Olson Group – City of Huntington Beach (Part of On-Call Contract)



## TONY FARRAHI

### LEAD INSPECTOR

- ✓ 28 years of experience (6 years with BergCM) with emphasis in street improvements & utility construction
- ✓ Sidewalk and roadway construction specialist

#### RECENT & RELEVANT PROJECT EXPERIENCE

- **Lead Inspector**, Melrose Avenue Streetscape Project, City of West Hollywood
- **Lead Inspector**, Various projects, Los Angeles County Department of Public Works (LACDPW) - (Part of On-Call Contract)

➤ 6 years w/ BergCM



## ROBERT JASSO

### CIVIL INSPECTOR II

- ✓ 28 years of experience (11 years with BergCM)
- ✓ Caltrans ROW and Structural Inspection Experience  
Streetscape Specialist

#### RECENT & RELEVANT PROJECT EXPERIENCE

- **Civil Inspector**, Banning Street improvements & Saybrook Rehabilitation, City of Huntington Beach (Part of On-Call Contract)
- **Civil Inspector**, PCH at Hawthorne Intersection Improvements, City of Torrance

➤ 11 years w/ BergCM



## JOHN SAGRADO

### CIVIL INSPECTOR I

- ✓ 8 years of experience (2 years with BergCM) with emphasis in sewer rehabilitation, storm drain, and pipeline construction

#### RECENT & RELEVANT PROJECT EXPERIENCE

- **Civil Inspector**, Melrose Avenue Streetscape Improvement, City of West Hollywood
- **Civil Inspector**, FY 20/21 Wastewater Replacement, City of Santa Monica (Part of On-Call Contract)

➤ 2 years w/ BergCM



**> 26 years w/ Ninyo & Moore**

## Garreth Saiki, PE, GE

### PRINCIPAL ENGINEER

- ✓ MS in Geotechnical Engineering (UC Berkeley) & BS in Civil Engineering (UC Berkeley)
- ✓ Expert in geotechnical analysis for all types of projects

#### RECENT & RELEVANT PROJECT EXPERIENCE

- **Project Manager**, On-Call Geotechnical Engineering Services, City of Newport Beach
- **Project Manager**, On-Call Geotechnical Consulting Services, City of Rancho Santa Margarita



**> 20 years w/ Ninyo & Moore**

## Joe Levario

### SR. FIELD TECHNICIAN

- ✓ Maintain certifications from ACI, Caltrans, and nuclear gauge certification
- ✓ Expert in QA & QC for soil, aggregate, asphalt, & concrete

#### RECENT & RELEVANT PROJECT EXPERIENCE

- **Sr. Field Technician**, SR-210 Lane Additional, Baseline Interchange and Pavement Rehabilitation, SBCTA
- **Field Technician**, Various State Transportation Projects, Caltrans District 12, Orange County



**> 13 years w/ Ninyo & Moore**

## Randy Engel

### SR. FIELD TECHNICIAN

- ✓ Numerous Caltrans certificates in concrete test methods, sampling highway materials, and soils test methods
- ✓ Expert in geotechnical analysis for all types of projects

#### RECENT & RELEVANT PROJECT EXPERIENCE

- **Sr. Field Technician**, SR-210 Lane Additional, Baseline Interchange and Pavement Rehabilitation, SBCTA
- **Sr. Field Technician**, Foothill Parkway Westerly Extension, Corona, CA

## E. RELEVANT EXPERIENCE & REFERENCES

### Experience with On-Call Contracts

With a long history working as an extension of staff on numerous on-call contracts, our personnel are flexible, easily **adapt to changing workloads**, and are **cross-trained** to work both in the field and in the office. We promote a collaborative working and learning environment and provide regular training programs and courses to enhance team knowledge and efficiency. All our personnel work with the latest variety of construction management proprietary software and field personnel are fully equipped to provide real-time reporting from any location on the project site.

Whether it’s a single person or a whole team desired, we make certain we have **local players on the bench** who are ready to go to work expediently once a need has been identified. By remaining in contact with the City of Placentia, team management is prepared to answer task order calls without hesitation or delay. We are organized in a way that allows for **quick decision-making** and rapid responses that has proven successful in over **22 on-call contracts** with values ranging from \$1 million to \$13 million.



### BERGCM FIRM PROFILE

**Types of Services:** PM/CM, Civil & Structural Inspection, Contract Administration, Project Controls, Public Outreach, Environmental Compliance  
**Year Founded:** 1980  
**Form of Organization:** Corporation  
**No. of Employees:** 30  
**No. of Offices:** 4  
**Office Locations:** San Pedro, Redlands, La Quinta, West Hollywood - California

### Experience with Road Rehabilitation & Concrete Construction

Since 1980, BergCM has successfully completed projects that encompass the city’s capital improvement plans including street rehabilitation, storm drain and sewer improvements, bridges (over 30 in our portfolio!), buildings, traffic signals, parks, concrete (pavement, sidewalk, curb, gutter, ramps, drives, etc.), electrical and mechanical systems, and bike and pedestrian mobility. We’ve **managed high-profile street improvement projects** including the famous Sunset Strip and Melrose Avenue in West Hollywood and North Santa Monica Boulevard in Beverly Hills. These projects required **proactive public outreach** and communication to keep businesses, residents, travelers, and first responders informed of all construction activities before the community was impacted. Some of our **recent street improvement projects** include:

	PROJECT NAME	PROJECT OWNER
PRIME	JAMBOREE ROAD REHABILITATION	CITY OF IRVINE
PRIME	MELROSE AVENUE STREETScape IMPROVEMENT	CITY OF WEST HOLLYWOOD
PRIME	PCH AT HAWTHORNE INTERSECTION IMPROVEMENT	CITY OF TORRANCE
PRIME	ALDER/RANDALL AVENUE STREET IMPROVEMENTS	CITY OF RIALTO
PRIME	ANTELOPE ROAD RAISED SAFETY MEDIAN IMPROVEMENTS	CITY OF MENIFEE
PRIME	BIKE NETWORK LINKAGES TO EXPOSITION LINE	CITY OF SANTA MONICA
PRIME	N. SANTA MONICA BLVD. RECONSTRUCTION	CITY OF BEVERLY HILLS
PRIME	SUNSET STRIP BEAUTIFICATION	CITY OF WEST HOLLYWOOD
PRIME	HARRY BRIDGES BOULEVARD BUFFER & STREET IMPROVEMENTS	PORT OF LOS ANGELES

### Experience with Utility Infrastructure (Sewer, Storm Drains, & Water Mains)

BergCM has completed projects that included water main replacements, storm drains installations and pump station construction. We have installed **thousands of feet of water mains and laterals** for the cities of Santa Monica, Rialto, Santa Ana, Moreno Valley, Fullerton, Torrance, and El Segundo. BergCM holds a 3-year contract with **Metropolitan Water District for On-Call CM and Inspection Services** for their Western Region Projects. We have worked with many MWD member agencies including Eastern Municipal Water

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District, Western Municipal Water District, Inland Empire Utilities Agency, and Three Valleys Municipal Water District, and the Water Replenishment District.

We have managed \$160 million for projects within the Alameda Corridor Transportation Authority including the Anaheim Street Storm Drain Project, consisting of **large diameter, 84-inch, 72-inch, and 48-inch storm drainpipe**, micro-tunneling methods, open trench construction, traffic control, ground water management, and removal of contaminated soil and water.

As part of our on-call with the City of Santa Monica, BergCM is providing construction field observation of the City's **FY 2020/21 Wastewater Main Replacement Project**. This \$3.2 million project replaces/repairs approximately **9,000 LF of 6", 8", and 10" sewer pipe**. Many of our larger infrastructure projects involve coordination with Sanitation districts and the **reconstruction or protect-in-place requirements** of sewer pipelines. Recent projects include:



**Proposed team members, Sierra Smith (OE) and Ryan Moore (OE/Inspector), observing welding on our SR-55/Ritchey St Water Improvement Project for the City of Santa Ana.**

	PROJECT NAME	PROJECT OWNER
PRIME	STORM DRAIN LINE 20	CITY OF PALM SPRINGS
PRIME	SR-55/RITCHEY ST WATER IMPROVEMENTS	CITY OF SANTA ANA
PRIME	FY 20/21 ANNUAL WASTEWATER MAIN IMPROVEMENT	CITY OF SANTA MONICA
PRIME	FY 2019/2020 ANNUAL WATER MAIN REPLACEMENT	CITY OF SANTA MONICA
PRIME	PCH/HAWTHORNE WATER MAIN REPLACEMENT	CITY OF TORRANCE
PRIME	WATER MAIN IMPROVEMENTS ON CEDAR STREET & WALNUT AVE	CITY OF EL SEGUNDO
PRIME	FRISBEE PARK SEWER LIFT STATION	CITY OF RIALTO

**Experience with Park Construction**

BergCM has a long history of working on Park Projects. We served as prime construction manager providing constructability review, full construction management, inspection, cost estimating, scheduling, and outreach for the construction of **Wilmington Waterfront Park** for the Port of Los Angeles that won nine awards of excellence. Listed below are some of our park projects many of which are with our long-time (20+ years) client, Los Angeles Neighborhood Initiative:



**"The Berg Team was always looking out for us and resolved some serious utility issues."**  
**Lanie Walsh, PE, POLA**

	PROJECT NAME	PROJECT OWNER
PRIME	WILMINGTON TOWN SQUARE	LOS ANGELES NEIGHBORHOOD INITIATIVE
PRIME	111 <sup>TH</sup> PARK PLACE	LOS ANGELES NEIGHBORHOOD INITIATIVE
PRIME	LYLIAN FIERMAN WALKWAY IMPROVEMENT	LOS ANGELES NEIGHBORHOOD INITIATIVE
PRIME	WEST ADAMS HEIGHTS PARK	LOS ANGELES NEIGHBORHOOD INITIATIVE
PRIME	GLADYS JEAN WESSON PARK	LOS ANGELES NEIGHBORHOOD INITIATIVE
PRIME	WILMINGTON WATERFRONT PARK	PORT OF LA
PRIME	BANDINI CANYON TRAIL AND PARK	LOS ANGELES NEIGHBORHOOD INITIATIVE
PRIME	WESTERN AND GAGE TOT LOT	LOS ANGELES NEIGHBORHOOD INITIATIVE

**PROPOSAL**

**Experience with Mechanical & Electrical Systems**

Project Manager, Dave Smith, PE, QSD, along with his team, Dominic Costello, CPE and Carlos Quiroz, QSP have **completed numerous pump stations** together including - the Anaheim Street Pump Station, Raymond Avenue Grade Separation (which had 3 pump stations within the project scope), and Fullerton Road Grade Separation. They are very familiar and knowledgeable about the mechanical and electrical requirements for these type of construction projects. We understand from experience that the new pumps (main pumps) along with the electrical equipment must have early submittals and tracking procurement times is critical to maintaining the construction path.

	PROJECT NAME	PROJECT OWNER
PRIME	FRISBEE PARK SEWER LIFT STATION	CITY OF RIALTO
PRIME	RIVER RANCH SEWER LIFT STATION	LENNAR HOMES
PRIME	RAYMOND AVENUE GRADE SEPARATION	CITY OF FULLERTON/OCTA
PRIME	FULLERTON ROAD GRADE SEPARATION	SGVCOG
PRIME	ANAHEIM STREET PUMP STATION	ACTA
PRIME	UNION AVENUE PUMP STATION	CITY OF BAKERSFIELD

Inspection activities include verifying products delivered to the jobsite in undamaged condition and being stored and handled per manufacturer recommendations; collecting and reviewing required paperwork such as MTRs and COCs; verifying anchorages comply with project specifications; inspecting proper installation of drainage and electrical components including control panels; verifying joints and fittings; witnessing required Operational and Performance Tests; verifying installed equipment is protected from damage; inspecting installation of miscellaneous items such as access doors, ladders, and grating platforms.



**Experience with Traffic Signals & Lighting**

The BergCM team has extensive experience with traffic signals and electrical lighting as shown below. For the LAUS Lighting & CIS Improvements, our team oversaw a **complex fiber optic network integration** into the existing network allowing for more intelligent and interactive management of the station’s train times displayed to the traveling public. During the LAUS Platform 7, work included installation and integration of **LED/LCD displays on the train platforms** and in the passenger tunnel and waiting rooms. Proposed team members Cass and Dominic were the lead team members involved in these projects. Dominic also led a program for City of Pomona involving the retrofit of approximately 4,200 City-owned street and intersection safety lights with reconditioned, energy efficient “QL” induction, cobra head luminaries. Project Manager, Dave, oversaw the **installation of traffic signal and lighting work** for many of his projects, including the SR-118 Widening with Caltrans District 7.

	PROJECT NAME	PROJECT OWNER
PRIME	TUNNEL 25 LIGHTING INTRUSION DETECTION AND FIRE/LIFE SAFETY PROJECT AND CESAR CHAVEZ RETROFIT AND LIGHTING	SCRRA
PRIME	LAUS PLATFORM 7	SCRRA
PRIME	LAUS LIGHTING & CUSTOMER INFORMATION SYSTEM IMPROVEMENTS	SCRRA
PRIME	CM CONSULTANT SERVICES FOR ENERGY EFFICIENT INTERSECTION SAFETY & STREET LIGHTING RETROFIT	CITY OF POMONA
PRIME	SR-118 WIDENING PROJECT	CALTRANS D7

## FEATURED PROJECT EXPERIENCE

### Anaheim Canyon Metrolink Station • Orange County Transportation Authority



**Firm Role** Prime  
**Construction Value** \$30 M  
**Contract Value** \$2.1 M  
**Services Provided** Construction Management, Claims Assistance, Inspection, Scheduling, Office Engineering  
**Project Dates** May 2021 – Apr 2023  
**Staff on Project Proposed for Placentia**  
**Cass Hamvas, PE, QSD:** PM/Sr. Resident Engineer; **Berenice Martin, PE:** Resident Engineer **Bruce Pretty:** Lead Inspector; **Dominic Costello, CPII:** Inspector; **Carlos Quiroz:** Inspector; **Sierra Smith:** Jr. Office Engineer; **Rose Solis:** Document Control

Project was completed on time and within budget.

#### Project Features

- Construction of new station platform and extension of existing platform
- Improvements to existing at-grade crossings at La Palma and Tustin Ave
- Median, curb & gutter improvements
- Metrolink rail and City bus operations kept functional during construction
- Train signals, retaining walls, bus pad, utility work, roadway improvements
- Outreach to residents and passengers
- Local and federal funding – Measure M
- ADA Compliance
- Coordination with City of Anaheim

#### Project Reference

**Lora Cross, Project Manager III, OCTA (retired)**  
 P: (714) 560-5788  
 P: (949) 429-9203  
 E: [lcross13.lc@gmail.com](mailto:lcross13.lc@gmail.com)

### SR-55/Ritchey Street Water Improvements • City of Santa Ana



**Firm Role** Prime  
**Construction Value** \$6 M  
**Contract Value** \$1.5 M  
**Services Provided** Construction Management, Claims Assistance, Inspection, Scheduling, Office Engineering  
**Project Dates** Nov 2022 – Feb 2024  
**Staff on Project Proposed for Placentia**  
**Dave Smith, PE, QSD:** PM/Sr. Resident Engineer; **Bruce Pretty:** Lead Inspector; **Dominic Costello, CPII:** Inspector; **Carlos Quiroz:** Inspector; **Sierra Smith:** Jr. Office Engineer; **Rose Solis:** Document Control

#### Project Features

- Component of OCTA’s SR-55 Widening Project
- 3 water projects: water main relocation, pressure reducing station, water crossing installation
- Multiple TCE’s
- Coordination with OCTA, Caltrans, and utilities
- Work includes:
  - Excavation
  - Shoring
  - Pipe casing fabrication
  - Storm drain connections
  - Traffic control
  - Nightwork and service shutdowns
  - ADA Compliance

#### Project Reference

**Robert Aguirre, CIP Project Manager**  
 P: (714) 647-3572  
 E: [RAguirre@santa-ana.org](mailto:RAguirre@santa-ana.org)

**Melrose Avenue Streetscape Improvements • City of West Hollywood**



**Firm Role** Prime  
**Construction Value** \$15 M  
**Contract Value** \$3.2 M  
**Services Provided** Construction Management, Inspection, Scheduling, Office Engineering, Public Outreach  
**Project Dates** Jun 2021 – Jun 2024  
**Staff on Project Proposed for Placentia**  
**Dominic Costello, CPII:** Construction Manager; **Tony Farrahi:** Lead Inspector; **John Sagrado:** Inspector; **Ryan Moore:** Inspector; **Charlie Fornelli:** Scheduler; **Eric Vandenberg : Jr.** Office Engineer; **Rose Solis:** Document Control; **Jenelle Saunders:** Public Outreach; **Ninyo & Moore:** Materials Testing

Project required contract extension and additional funding due to unforeseen conditions including expansive soil remediation and redesign of Gathering Space.

**Project Features**

- High-profile streetscape reconstruction and utility undergrounding
- Sidewalk widenings, curb extensions, and decorative concrete
- Median, curb & gutter, and tree wells
- ADA Compliance
- Asphalt grinding, paving, and striping
- Safety features including In Road Way Lighted crosswalks
- Landscape and gathering space
- Outreach to residents and business owners including bi-weekly virtual meetings
- Local and federal funding – Measure M
- Close coordination with City of West Hollywood, SoCal Edison, AT&T, Spectrum

**Project Reference**

**John Gilmour, PE, City Engineer**  
 P: (323) 848-3778  
 E: jgilmour@weho.org

**On-Call Construction Management & Observation Services • City of Santa Monica**



**Firm Role** Prime  
**Construction Value** Various (\$1.4M, \$4.9M, \$3.45M)  
**Contract Value** \$164 K  
**Services Provided** Construction Management, Observation Services/Inspection  
**Project Dates** Jan 2016 – Jan 2025  
**Staff on Project Proposed for Placentia**  
**Cass Hamvas, PE, QSD:** Project Manager, **Bruce Pretty:** Construction Manager; **John Sagrado:** Inspector

**Project Features**

- Six task orders under on-call contract for various CIP projects including water mains, waste water improvement, & bike lanes
- Removal and replacement of 4-, 6-, and 8-inch water mains
- Roadway excavation, backfill, and reconstruction
- Installation of 36 traffic cameras at 18 intersections
- Painting of 502,000 square feet of bike lanes with bike path symbols throughout the city
- ADA Compliance & Traffic Control
- Community Outreach and Public Safety

**Project Reference**

**Jason Hoang, PE**  
 P: (310) 351-7913  
 E: Jason.hoang@santamonica.gov

**As-Needed Materials Testing, Pavement Mix, and Inspection • LA County Public Works**

**Services Provided** Materials Testing & Inspection  
**Project Dates** Jun 2015 – May 2020  
**Project Reference**  
**Greg Johnson**  
 (626) 458-1741  
 gjohnson@dpw.lacounty.gov

Ninyo & Moore provided as-needed materials testing, pavement mix design, and inspection services for various projects located throughout LA County. Relevant projects included: Los Palacios Drive Cement Stabilization Mix Designs Project, SR 126/Commerce Center Drive Interchange – Caltrans Concrete Materials Sampling & Testing Services, San Gabriel Valley Airport Apron Pavement Rehabilitation Phase 2 – Caltrans Asphalt Concrete Materials Testing Services.

Other similar contracts and projects that are listed below to shows work elements we oversee. The table also shows contracts and projects that involve state, federal, and local funding.

SIMILAR PROJECT EXPERIENCE MATRIX	State Funded	Federally Funded	Locally Funded	Pump Station	Lift Stations	Curb & Gutter	Sidewalks	Pipelines	Structures	Road Rehabilitation	Bridge & Retrofits	ADA Improvements	Caltrans LAPM	Federal Highway Req.
	On-Call Capital Improvement Program City of Santa Monica			●			●	●	●		●		●	●
On-Call CM Services Port of Los Angeles			●			●	●		●	●				
On-Call CM Services County of Los Angeles	●		●					●	●	●	●	●	●	●
On-Call CM, Inspection, & Materials Testing Services City of Rialto			●		●	●	●	●	●	●		●		
On-Call CM Services City of West Hollywood			●			●	●			●		●	●	
N. Santa Monica Blvd. Reconstruction City of Beverly Hills			●			●	●	●	●	●		●	●	
Raymond Avenue Grade Separation City of Fullerton	●	●		●		●	●	●	●	●	●	●	●	●
Fullerton Road Grade Separation SGVCOG/ACE	●	●		●		●	●	●	●	●	●	●	●	●
Water Main Improvements on Cedar St. & Walnut City of El Segundo			●			●	●	●		●		●	●	
PCH at Hawthorne Blvd. Intersection City of Torrance	●	●				●	●	●	●	●		●	●	
Various Community Improvements Los Angeles Neighborhood Initiative	●		●			●	●	●	●	●		●		

## F. UNDERSTANDING & APPROACH

In order to lead a successful program, the specifics of multiple projects must be coordinated simultaneously. We understand that the City has a great task in managing its Capital Improvement Program. We collaborate with the City and assist to ensure that all considerations have been made by the Designer when we are tasked with managing a project during construction. For instance, we will ensure that required permits are applied for with the proper duration of time and the specifications of each contract are in compliance with funding requirements to ensure the City will receive maximum reimbursements. As multiple projects may be occurring throughout the City simultaneously, coordination between projects can present issues such as traffic control conflicts. We will make sure that the schedules, traffic plans, permits and any other possible overlapping aspects of simultaneous projects are cohesive and do not disrupt the individual project schedules.

### Methodology

**Quality construction does not just happen**, it is the result of the successful alliance between the City, designer, contractor, and construction manager. Berg’s approach to contract administration promotes teamwork and cooperation, understanding that a project’s success depends on the success of each party. We have seen proof that continuous and effective communication is vital to the success of all projects, and we promote this by:

- ✓ Establishing clear lines of communication
- ✓ Resolving issues at the lowest possible level and creating guidelines for escalating issues
- ✓ Timely responses to RFIs and submittals
- ✓ Avoiding surprises and contentious correspondence
- ✓ Being positive and cooperative

We believe in a **“no surprises” approach** to communications where we keep all stakeholders well informed of project status and discuss and resolve issues as they evolve.

We ensure that contract compliance occurs throughout the project by becoming thoroughly familiar with the contract and providing recommendations before construction begins. We make certain that both the contractor and our CM team are **in compliance throughout construction** with on-going evaluation through site visits, internal audits, and continual review of the contract documents.

Our QA/QC program is rooted in three fundamentals that we practice in every aspect of the project: **communication, documentation, and evaluation**. As illustrated in the graphic, we use these core tenants to avoid and/or mitigate conflict, changes, or claims.

### Approach

BergCM will keep the City updated on the progress of the work with a **weekly status report** that will be a quickly digestible dashboard of work completed and work anticipated during the following week, outstanding RFI’s or RFC’s, Change Orders to date, total budget expended to date and amount remaining, schedule adherence confirmation and several key photos that represent the week’s



**Consistent  
Clear and Efficient  
Utilize Chain of Command**



**Detailed Daily Reports  
Meticulous File Management  
Tracking Logs**



**Quality Assurance  
Monthly Progress Reports  
Internal Audits**

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progress. Additionally, the City can access the current project logs and their associated documents at any time via our online project portal.

Our proposed construction managers and administrative staff have extensive experience implementing standards and specifications including: Caltrans Standard Plans and Specifications, the Caltrans MUTCD for traffic control, Caltrans Local Assistance Procedures; OSHA safety, the Greenbook, Uniform Building Codes Standard Plans for Public Works Construction and local regulations and standards.

We have an impressive track record of successful coordination with Caltrans, the California Department of Fish and Game and the US Forest Wildlife Service, the Air Quality Management District (AQMD), and the Regional Water Quality Control Board (RWQCB) as well as most of the gas, electrical, telecommunications, and cable providers in the region.

**APPROACH TO POTENTIAL SPECIAL ISSUES**

Potential Special Issue/Risk	BergCM Mitigation Approach
<p><b>1) Traffic Control: Detours &amp; Closures –</b> Traffic control is the biggest concern for public safety when working on street improvement projects. It may be that PCMS boards are faulty, signs and delineators are moved, or the Contractor slips out of compliance with the approved TCP.</p>	<p>Part of the CM support team’s task is to ensure all the signage is in place at all times and closely monitored during the closures. <b>Our team is available to the City 24/7</b> for calls, coordination and emergency traffic control monitoring. We proactively monitor the site to avoid issues, but things can always come up, which is why we stay available with <b>LOCAL</b> staff.</p>
<p><b>2) Hazardous Material: Handling and Disposal -</b> Often, it may be the case that an ADL Report is not provided, bid items are unclear, or plans and specifications do not match up.</p>	<p>Our team will conduct a review of the Environmental Mitigation sheet and will identify all items known to exist in the Project. Review of the levels and available handling requirements from the Specifications will be identified for attention during the project. Our team will track the issues and ensure hazardous material plans will be identified in the Submittal Log for submission and review.</p>
<p><b>3) Utility Relocations in Plans/Specs –</b> Utility relocations identified in the specifications with language identifying working days durations. However, for each of these relocations, the plans show more work than the specifications.</p>	<p>A discrepancy between the plans and specs, especially for utility work, opens an opportunity for the Contractor claim a delay. BergCM will track of Utility work schedules by preparing a utility matrix at the start of the project.</p>

**Coordination with Utility Companies**

The BergCM team has exactly the experience, proactive approach, and dedication needed to address any utility construction required for any City projects. We have the experience working directly with utilities companies to establish relocation schedules, develop a plan, and recommend language for additional sections for the Special Provisions to address issues and constraints. This represents a crucial part of the



constructability review process. The BergCM team is familiar working with SCE, SCG, MWD, communication, and water companies. Nearly all of our project involve utility coordination or relocations. Most recently, we assisted the City of West Hollywood with SCE undergrounding.

### Caltrans Oversight & Standards

Berg has been involved with Caltrans projects since the company was founded. We have held On-Call contracts with Caltrans District 7, managed projects in the Caltrans ROW, and coordinated with Caltrans for numerous projects that use LAPM and require Caltrans oversight. Our proposed PM/Sr. RE, Dave Smith, PE, QSD, managed the Raymond Avenue Grade Separation in Orange County which required **coordination with Caltrans District 12**. Dave is also currently coordinating with District 12 and the City of Santa Ana to relocate three water features under the SR-55 prior to the SR-55 widening. Our whole team is familiar with the Caltrans RE Manual, LAPM methods, and Caltrans Standard Plans and Standard Specifications.

### Project Schedule

Our team maintains successful project schedules through planning and analysis. Our teams can conduct an in-depth constructability review and a subsequent assessment of the contractor's baseline schedule. Depending on the order of operations, we can help with the bid process and give our recommendations for the bid package or, if the project is already out to bid, we can use our independent constructability review to establish milestones with the contractor during pre-construction meetings. Our team is accomplished at identifying potential delays and mitigating them before they occur such as long-lead items, TCEs, and permit dates. We establish a risk register that we prepare prior to construction and update throughout construction so that we can track potential risks and avoid claims.

Throughout the duration of the project, BergCM will **review and approve the contractor's schedule** using the Critical Path and Work Breakdown method. It is recommended that an approved monthly schedule or if necessary, a recovery schedule is required from the contractor in order for BergCM to authorize monthly payment applications to the City. During intensive times of the project construction, a two or three week lookahead schedule may be required to stay on top of all work components. The contractor's schedule should be loaded with submittal submission dates, in addition to the contractor providing a **submittal list** at the start of the project.

### Project Budget

Typically, schedule will drive cost. Any re-do work wastes both time and money. Therefore, we will be diligent to complete tasks within the allotted and agreed time and budget. With the monthly schedule review, we will also monitor budget, planned vs. actuals, and provide cost forecasts. We will manage on-call as needed services and subconsultants judiciously by clearly identifying scope and apportioning task orders incrementally.

## G. SCOPE OF WORK

Collaborating with City staff to fully understand project needs, we are able to provide the right staff for the project. We ensure that contract compliance occurs throughout the project by becoming thoroughly familiar with the contract and providing recommendations before construction begins. We ensure that both the contractor and our team are in compliance throughout construction with our evaluation of project delivery through site visits, internal audits, and continual review of the contract documents.

### Bid Analysis

We can attend the **pre-bid meeting** with interested contractors and work with your team to respond to inquiries that are submitted in writing and will ensure timely responses are issued via addendums prior to bid close. Berg can perform a **bid evaluation** which include a **thorough bid comparison** of each bid item submitted by every bidder vs. the engineer's estimate which enables us to quickly identify bid item(s) with a significant cost disparity. We can then zoom in on those as a team and root out any error before a contract with the successful low bidder is executed. Additionally, we carefully review the low bidder's entire bid submission and confirm that their license, insurance and bonding are present and in effect, check all references and carefully document the findings, in addition to checking off all the boxes that every form is completely and accurately submitted.

### Pre-Construction Services

Once BergCM is selected for a project task order, we immediately set up **project controls** including **online and fully accessible documentation portals** and project logs, organized per City and Caltrans requirements in accordance with the LAPM.

**Constructability Reviews** If desired by the City in advance of project bidding, we can utilize our many experts to perform a thorough **constructability review** of the plans and specs with a set of fresh, well-trained eyes to spot any potential concerns that could lead to a project cost increase. We not only discover potential issues but work in tandem with your team to develop solutions while keeping our eye on the clock to put the project out to bid. There are a multitude of factors at play when looking for **potential cost impacts**, and we have decades of experience with discovering plan oversights, cost estimate concerns, missing clarifications in the general conditions and special provisions, and incorrect calendar days/project timeline estimation. All of these can impact the project bottom line cost, and for what you invest in Berg to perform constructability, the City will benefit many times over in problems averted.

Our detailed constructability review log is the basis we work from with your team to share items of concern, assigning responsibility and potential cost or time impact and we follow through with the team until all items of concern are addressed and agreed upon. Should we begin at a later stage, we will then set up risk management procedures including creating a **risk register** that will be our team's internal tracking tool for possible issues that may arise following bidding of the project.

**Site Visits** Prior to the contractor mobilizing on site, Berg will **take both aerial photos by our drone pilots and ground photos** by the Construction Manager to document the pre-existing conditions of the project, begin review of the first submittals including the contractor's safety program, establish labor compliance protocols.

### Pre-Construction Meeting

After the contract has been executed with the successful low bidder by the City, BergCM will initiate the **pre-construction meeting** and will conduct it with all parties including City personnel, the contractor, designer, utilities, public safety agencies, transit services and stakeholders. We will request that the contractor submit their project Master Schedule in advance of this meeting for our review and anticipate establishing the **Notice To Proceed** with the team during the pre-construction meeting. We will review all

project scopes of work that affect the **utility agencies** and will address and resolve any potential conflicts, while maintaining communication with utility parties throughout the project to ensure their needs are addressed. Moving forward, BergCM will oversee bi-weekly meetings with the contractor and parties of interest, in addition to any necessary field meetings and will author and distribute meeting agendas and minutes.

### General Construction Administration

BergCM routinely utilizes the Caltrans Local Assistance Procedures Manual directory for file classification and excel spreadsheets for logging project activity. The team has effectively used the following programs to maintain project files:

- Expedition
- Procure
- MS Project
- E2020
- Airtable & Dropbox
- Sharepoint
- Bluebeam
- OneDrive

Berg is adept at customizing forms and logs to provide an integrated searchable system for tracking, monitoring and communicating construction management activities and reports, project correspondence, project progress and expenditures.

Our construction managers and administrative staff will **maintain daily job dairies**, drawing logs, monthly reports, description of work completed, work forecast, cost forecast, and change orders completed and pending. They will provide a detailed daily report that includes a summary of daily activities, RFI responses, submittal reviews, work conducted, meetings conducted and/or coordinated and any other pertinent information of the day. They will **track all correspondence** during the course of project work, receive all project documents, and will “date stamp” confirmation of receipt. Recording the date received, transmitted, and returned is essential to good document management. All documents will be scanned, filed, and managed electronically.

Our weekly or monthly reports, depending on the scale of the project, will contain a construction progress status update to provide you with **a management level overview of construction progress and issues**. In each case, we address how we are proceeding to resolve issues. Weekly reports contain “look-ahead” schedules, list of meetings, a summary of work activities, and schedule updates from the week. These reports are very important for **monitoring the contractor’s schedule** and having a detailed look into each week of the project including:

- Total workdays, weather and manpower statistics
- Status of potential changes and change orders
- Representative progress photos

### Submittals & RFI Review/Processing

BergCM will **review and facilitate approval of shop drawings** by working with the appropriate design consultants, in addition to all material **submittals**. We review and respond to Requests For Information, and thoughtfully ensure that when **RFI’s** lead to potential changes, they are justified, cost- and time-appropriate, and are answered promptly. We consult with City staff prior to authorizing any cost or time increase, with a thorough explanation as to the essential nature.

### Change Order Review

A cost/price analysis will be developed and shared with the contractor after reviewing their cost proposal for the associated potential change. We work to engage the contractor into a discussion to negotiate a fair price so both parties can agree. It is important to prepare, negotiate, and process change orders in a time

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frame that avoids delay and monetary impacts to the contractor. To manage timely execution of changes, we utilize our change management tracking log to follow a project change from its root document (RFI, design revision, or an unknown variable) to its ultimate result, whether that be a change order or another form of resolution. We strive to negotiate lump sum change orders with an agreement from the contractor that they will waive claims. Our Scheduler/Claims Support, Charlie Fornelli, will make recommendations on the pros and cons of paying a negotiated impact cost as a means of obtaining a waiver of claims.

**Safety**

Our inspectors monitor the project for safety concerns **every minute of the day**, and will not let an unsafe practice be continued. We review the contractor’s health and safety plan for completeness and are always mindful of the public’s safety by ensuring good housekeeping by the contractor.

**Progress Payments**

Project progress payments will be **swiftly processed** by BergCM for submission to the City. Quantities and percentages will be verified on site and BergCM may require the contractor to adjust their percentage should our observations indicate to do so. Retention of 5% will be withheld with each progress payment and Berg will advise the City if additional funds should be withheld, such as in the case of a discovered and documented labor compliance underpayment to workers. BergCM is motivated to **expedite payment** of contractor’s invoices as this demonstrates our respect for the contractor’s fluidity of operations and **emphasizes a partnering spirit**.



**BergCM has hosted lunches with the Contractor to reward safe working conditions & practices.**

**Materials Testing**

Our team is knowledgeable of the Materials Testing **frequency required**, types of tests required and the right time to schedule tests with our subcontractor, Ninyo & Moore. We will monitor the contractor’s schedule to **anticipate when such services will be needed**. Our team will confirm that all test results are in compliance with the plans and specifications of the project and the results are subsequently filed and logged in the project record system.

**Inspections**

Once the construction begins, our inspectors are highly communicative, approachable yet firm, and bring watchful eyes during every hour the contractor is working. Our inspectors reflect their full daily observations in a timely manner in their detailed daily reports along with project photos. They are well versed on the projects plans and specifications, City standards and the Standard Specifications for Public Works Construction. Our inspectors do not direct the work, but they will call out an inappropriate construction activity per the plans and specs and will issue a Non-Compliance Report (NCR) which is logged and requires correction by the contractor. Inspectors will advise on field measurements and legitimacy for extra work/change orders, attend project meetings and will participate in final inspections and assist in generating the final punch list.

One particular activity that will be documented in the inspection/photographic records is potholing. We work closely with the Contractor to accurately record the location and elevation of the existing utilities (including any located by USA that may not be shown on the plans).

Our seasoned inspectors ensure that traffic control and parking restrictions are properly carried out. They perform daily measurements of the work performed by the contractor and subs, which is documented in their daily reports and utilized for review and approval of payment applications. Our inspectors are trained in public outreach management for all affected by the construction in order to keep them informed of construction activities in advance. Our inspectors are excellent listeners when approached by concerned citizens or the traveling public, and will elevate a concern when necessary, by taking the issue to the Resident Engineer who if deemed crucial, will consult with the City. We keep the public safe and their access prioritized while ensuring the contractor does not deviate from the approved schedule.

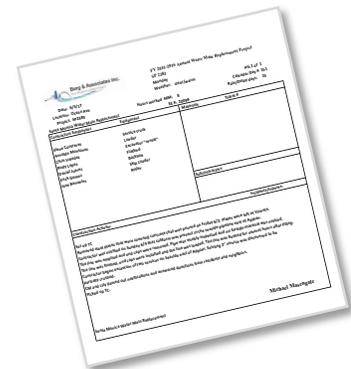
Pothole Data for PW 10-18 Cedar St					
Sta	Utility	Size	Top/Bot	Date	Remarks
POC	Water	8"	21"	2/6/2019	Gas service in CL abandoned??
MH	Sewer	8"	36"	2/7/2019	Opened MH lid
0+05	Gas	3"	32"	2/7/2019	
0+16	Tele	Multiple	29"-43"	2/6/2019	Concrete encased
	Tele		42"-47"	2/6/2019	

We document details of potholing activity by maintaining a Pothole Log, as shown above. Each line item is linked to the associated photo of the pothole.



Daily reports are one tool to make certain that all pertinent information is gathered, including:

- Climate conditions and their effect, if any, on work activities
- Number of workers by trades and subcontractor, including shift work
- Material and equipment
- Construction activities by trade and location
- Special inspections
- Deficient or repeated work
- Observations of work completed
- Interesting or unusual occurrences
- Any work-related, off-site activity
- Work-related discussions or correspondence
- Visitors to the site



In addition, we compile an extensive photographic record of the project – showing the existing condition of the area prior to the start of construction, regular project progress and the final as-built condition prior to covering up and at completion. We index photographs by date and by specific issue, as appropriate, for easy identification. We can provide videos, still photography and aerial drone shots. Progress and as-built photos will be regularly posted in Procore and can be accessed by City staff for reference throughout the course of the project.

Claims

We manage the claims avoidance process by monitoring contract changes and potential claims, processing and implementing all change orders, and making recommendations for actions to take regarding particular claims. Working with an approved realistic baseline schedule is important to mitigate delay claims. To avoid any public claim, such as a trip-and-fall, we verify the contractor is following its safety plan, we photographically document the field conditions frequently, and we ensure that there is a safe pedestrian access plan in place. This is specifically important within school zones. If a claim arises, we can easily research the conditions before and after an alleged incident. Similarly, it is important to have evidence of proper traffic control in place, should there be a vehicular incident.

**PROPOSAL**

**Prevailing Wage & Labor Compliance**

BergCM is well-versed in **State and Federal labor compliance** regulations including prevailing wage requirements, use of apprentices and Davis-Bacon. We have a company history of managing public works projects that utilize Federal Aid, and we understand the requirements and regulations that apply to govern construction. We are deeply familiar with the Caltrans Local Assistance process and the Construction (RE) Manual, which we utilize on the majority of our projects, and are experienced with OCFCD encroachment permits.

**Project Closeout**

Project Closeout is **continuously planned for throughout construction**. As-Built drawings are compiled over the course of the work and reviewed, and documentation is maintained so that there are no loose threads at project completion. Berg will conduct the **pre-final inspection** with the team and will **develop the punch list** items for completion, oversee the commissioning of building systems, develop a list of operation and maintenance (O & M) manuals for correctness, and ensure that all warranty documents, O & M manuals, attic stock and keys are turned over to City staff.

Berg can **conduct O & M training to City personnel**; we find it is successful to make videos of this training for future ease of reference. Following completion of the work, Berg will focus on closeout of the contractor’s final pay estimate and request for retention release, and will request/review/approve closeout certified payroll documentation. Berg will assist the City to compose and file the Notice of Completion which will be provided to the Contractor to enable them to close out their bonding and insurance for the project. Berg will prepare final reports, **close out all unresolved issues**, assist the City with Caltrans audit (if needed), furnish electronic files of As-Built drawings, in addition to an electronic project files to the City.

**Community Outreach**

As an additional service option, BergCM provides a turn-key, in-house public outreach services on federally-funded projects of similar size and nature to the City of Huntington Beach’s project. Our Public Outreach Manager, Jenelle Saunders, is the program manager for our public outreach services. Our outreach professionals attend weekly progress meetings and coordinate with the CM and inspection staff to provide real-time and accurate schedules to the Public during construction. Some of the tools we implement to do this successfully include:

- ✓ Resident & Business Construction Update Meetings
- ✓ Project Websites
- ✓ Resident & Business Contact Database
- ✓ Aerial Progress Photos
- ✓ 24/7 Helpline
- ✓ Outreach Tracking Logs
- ✓ Construction Update Flyers & Emails
- ✓ Fact Sheets
- ✓ Social Media Posts



BergCM’s Public Outreach Manager, Jenelle Saunders, meeting with Inspection to discuss pedestrian access & upcoming activity on the high-profile Melrose Avenue Streetscape Project for City of West Hollywood.



The QR Codes below will take you our recent project websites for major roadway improvements that have similar significant public impact:



**PCH AT HAWTHORNE INTERSECTION IMPROVEMENTS**  
City of Torrance



**MELROSE AVENUE STREETScape IMPROVEMENTS**  
City of West Hollywood

## Federal Requirements

Berg routinely manages public works projects that utilize Federal Aid, and we understand the requirements and regulations that apply in order to govern construction. We are very familiar with the Caltrans Local Assistance process and the Construction (RE) Manual, which we utilize on the majority of our projects.

We recently managed a **CMAQ federally funded** project for the City of Santa Monica's Bike Network Linkages to the Exposition Line and are currently managing the **Metro Prop C grant** for the City of West Hollywood's Melrose Avenue Streetscape project. We understand **how to meet grant requirements** in a timely fashion to ensure the project is built and invoiced to grant specifications and will oversee any required audits. In our ten years as a Prime CM on the Alameda Corridor with both Dave Smith and Tom Berg as RE's, we facilitated the completion of nine different bridge projects, all federally funded and administered under the Caltrans Local Assistance Procedures. Some of our standard operating procedures for administration of federally funded projects include:

- Working with Cities for accurate project pricing for verification of funding and final E-76 for Federal Authorization to proceed.
- Review approvals from CTC and ensure permits are in place.
- Compliance with FARs in all indirect cost certifications, reviews, and rates.
- Compliance with Prevailing Wage requirements as determined by the DIR.
- Utilization of Caltrans payment forms for the construction contractor and compilation of back up documentation to ensure progress payments are in conformance with scope and finance letter.
- Working to meet milestones to achieve project completion within the approved performance end date.
- Scoping, estimating, negotiating, and implementing written changes, when necessary, within program eligibility.
- Full compliance with Chapter 16 of the Caltrans Local Assistance Procedure Manual to include Weekly Statement of Working Days, Daily Reports by the Resident Engineer and Inspection staff, EEO Reports, tracking all submittals, changes and potential claims.
- Filing of the Monthly Program Payments and Progress Reports.
- Making sure all documentation is accurate, complete, and current for maximum funding reimbursement.

## BERG FEDERALLY FUNDED & LOCAL ASSISTANCE PROJECTS

*(Partial List)*

PCH at Hawthorne Blvd. Intersection Improvement Project, City of Torrance

SR-55/Ritchey Street Water Improvement Project, City of Santa Ana

Green Port Gateway Project (Track Realignment at Ocean Blvd. and Pier F Support Yard), POLB

Harry Bridges Street Improvements, POLA

Avenida Banderas Overcrossing, City of Rancho Santa Margarita

El Toro Creek Crossing, County of Orange

Limonite Grade Separation, RCTC

Lincoln Ave Overcrossing, City of Corona

Lakeshore Drive, Lake Elsinore

Seaside Avenue/Ocean Blvd., POLB

Madera Rd. Overcrossing, City of Simi Valley

Union Ave. Overcrossing, City of Bakersfield

Chester Ave. Undercrossing, City of Bakersfield

I/10 Riverside Avenue Interchange, SBCTA

SR 60/HOV Lane Construction and Bridge Widening of 5 interchanges, RCTC

Portola Bridge, City of Palm Desert

Washington Street Bridge Widening over Whitewater Wash, City of La Quinta

Gilbert Avenue Undercrossing, City of Fullerton

Alameda Corridor Transportation Authority (ACTA) projects:

- Dominguez Channel Overcrossing
- Compton Creek Bridge
- Alameda Corridor Overcrossing
- Dominguez Channel Filler Bridge

LANI Parks and Pocket Parks, Los Angeles

Antelope Rd. Safety Median, City of Menifee

## H. SCHEDULE.

### WORKPLAN EXAMPLE OF SEWER REHABILITATION INSPECTION

Inspecting a sewer rehabilitation construction project involves a range of tasks to ensure that the project is executed properly and meets the required standards. Here are some of the key tasks involved in inspecting a sewer rehabilitation construction project, from pre-construction through close-out:

1. **Review project plans and specifications:** Start by thoroughly reviewing the project plans and specifications to understand the scope of work, design requirements, and any specific instructions or guidelines provided by the engineer or designer.
2. **Pre-construction meeting:** Attend a pre-construction meeting with the contractor, engineer, and other relevant stakeholders. Discuss the project schedule, construction methods, safety procedures, and any specific concerns or requirements.
3. **Site visits and monitoring:** Regularly visit the construction site to monitor the progress and quality of work. Inspect the excavation, pipe installation, and rehabilitation techniques to ensure compliance with the approved plans and specifications. Keep a record of site observations, including photographs and notes.
4. **Material inspections:** Verify that the materials used for sewer rehabilitation, such as pipes, fittings, grouts, and liners, meet the required standards and specifications. Check for proper storage, handling, and installation of materials to ensure their integrity and performance.
5. **Testing and quality control:** Oversee and conduct various tests as required to ensure the quality of work. This may include pressure testing of pipelines, infiltration and exfiltration testing, structural integrity testing, and flow monitoring. Evaluate the test results and compare them against the project requirements.
6. **Safety inspections:** Regularly inspect the construction site to ensure compliance with safety regulations and procedures. Check for the presence of safety equipment, proper signage, barricades, and measures to protect workers and the public. Address any safety issues promptly.
7. **Documentation and reporting:** Maintain detailed documentation of inspections, including observations, test results, deviations from plans, and any corrective actions taken. Prepare reports summarizing the progress and quality of work, noting any non-compliance or deficiencies. Communicate the findings to the relevant parties, including the contractor, engineer, and project owner.
8. **Problem identification and resolution:** Identify any issues or challenges that arise during the construction process, such as design conflicts, unforeseen site conditions, or construction errors. Work with the contractor and engineer to find appropriate solutions and ensure that necessary adjustments are made to maintain project quality and compliance.
9. **Change order management:** Review and evaluate change orders proposed by the contractor, assessing their impact on the project scope, cost, and schedule. Ensure that change orders are properly documented, reviewed, and approved before implementation.
10. **Final inspection and closeout:** Conduct a final inspection to verify that all work has been completed according to the approved plans and specifications. Address any remaining punch-list items or outstanding deficiencies. Prepare a final inspection report and ensure that all required documentation, including as-built drawings, record drawings, and warranties, are obtained and submitted.

**APPENDIX B**  
**SUMMARY SHEET**

Firm Name: Berg & Associates, Inc.

Firm Parent or Ownership: Corporation

Firm Address: 302 W. 5th Street, Suite 210, San Pedro, CA 90731

Firm Telephone Number: (310) 548-9292

Firm Fax Number: (310) 548-9195

Number of years in existence: 44 years

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

Name: Alicia Berg Title: VP/Director of Development

Telephone Number: (310) 548-9292 Fax: (310) 548-9195

Email: alicia@bergcm.com

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

Name: David Smith, PE Title: Project Manager/Resident Engineer

Telephone Number: (909) 215-2698 Fax: (310) 548-9195

Email: dave@bergcm.com

Types of services provided by the firm: Project & Construction Management,

Inspection, Contract Administration, Office Engineer, Document Control,

Claims Support, Community Outreach.

## APPENDIX C

### CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

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

Name of Firm: Berg & Associates, Inc.

By:   
(Authorized Signature)

Type Name: Deborah Berg

Title: President

Date: January 30, 2024



January 30, 2024  
City of Placentia  
401 E. Chapman Avenue  
Placentia, CA 92870

Attn: Chris Tanio, PE - Deputy Director/City Engineer

**Subject:** RFP No. PW-24-01: On-Call Construction Management and Inspection Services for the City of Placentia

**Proposer:** Berg & Associates, Inc.

Dear Mr. Tanio,

Please see attached our pricing proposal for providing personnel to the City of Placentia for On-Call Construction Management and Inspection Services for the specified contract duration of three years, 2024-2027. Also included our fee schedules for our subconsultant, Ninyo & Moore.

Please know that rates are fully negotiable as needed.

Should you have any questions, please don't hesitate to contact me at (310) 548-9292 or (310) 739-5710 or [deborah@bergcm.com](mailto:deborah@bergcm.com).

Sincerely,

A handwritten signature in cursive script that reads "Deborah Berg". The signature is written in black ink and is positioned below the word "Sincerely,".

Deborah Berg, MPA  
President

Attachments: One (1) Pricing Proposal

Firm: Berg & Associates, Inc.  
 January 30, 2024



**PRICING PROPOSAL**  
**Hourly Rate Schedule**  
**City of Placentia On-Call CM & Inspection Services**  
 Jan 30, 2024 - Jan 30, 2027

Classification	2024-2025		2025-2026		2026-2027	
	Regular Rate \$/hr	Overtime Rate \$/hr	Regular Rate \$/hr	Overtime Rate \$/hr	Regular Rate \$/hr	Overtime Rate \$/hr
<b>CM &amp; Inspection Positions</b>						
Project Manager	\$ 234.18	\$ -	\$ 241.21	\$ -	\$ 248.45	\$ -
Resident Engineer	\$ 218.92	\$ -	\$ 225.49	\$ -	\$ 232.26	\$ -
Senior Construction Manager	\$ 197.99	\$ -	\$ 203.93	\$ -	\$ 210.05	\$ -
Scheduler	\$ 175.15	\$ -	\$ 180.41	\$ -	\$ 185.82	\$ -
Construction Manager	\$ 168.00	\$ -	\$ 173.04	\$ -	\$ 178.24	\$ -
Lead Inspector	\$ 175.76	\$ 210.49	\$ 181.03	\$ 216.81	\$ 186.46	\$ 223.31
OT	\$ 210.49	\$ -	\$ 216.81	\$ -	\$ 223.31	\$ -
Contract Admin	\$ 142.38	\$ -	\$ 146.65	\$ -	\$ 151.05	\$ -
Asst CM	\$ 158.99	\$ -	\$ 163.76	\$ -	\$ 168.68	\$ -
Office Engineer	\$ 156.33	\$ -	\$ 161.02	\$ -	\$ 165.85	\$ -
Civil Inspector	\$ 141.27	\$ 169.18	\$ 145.50	\$ 174.26	\$ 149.87	\$ 179.49
OT	\$ 169.18	\$ -	\$ 174.26	\$ -	\$ 179.49	\$ -
Public Outreach	\$ 128.14	\$ -	\$ 131.98	\$ -	\$ 135.94	\$ -
Public Outreach Assistant	\$ 97.28	\$ -	\$ 100.20	\$ -	\$ 103.20	\$ -
Document Control	\$ 85.43	\$ -	\$ 87.99	\$ -	\$ 90.63	\$ -

Reimbursable Expense	Cost	Unit
Printing Large Scale plans (24x36)	\$ 5.00	/sheet
Office supplies/consumables	at cost	/item
Vehicles (Field Personnel and Inspector)	\$ 5.75	/hour

**NOTES:**  
 An audited overhead of 130% and a fee of 10% is used to calculate fully-burdened rates.

## Schedule of Fees

### Hourly Charges for Personnel

#### Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist .....	\$ 250
Senior Engineer/Geologist/Environmental Scientist .....	\$ 235
Senior Project Engineer/Geologist/Environmental Scientist .....	\$ 220
Project Engineer/Geologist/Environmental Scientist .....	\$ 210
Senior Staff Engineer/Geologist/Environmental Scientist .....	\$ 200
Staff Engineer/Geologist/Environmental Scientist .....	\$ 180
GIS Analyst .....	\$ 160
Technical Illustrator/CAD Operator .....	\$ 140

#### Field Staff

Certified Asbestos/Lead Technician .....	\$ 220
Field Operations Manager .....	\$ 150
Nondestructive Examination Technician (UT, MT, LP) .....	\$ 145
Supervisory Technician .....	\$ 140
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing) .....	\$ 135
Senior Technician .....	\$ 135
Technician .....	\$ 130

#### Administrative Staff

Information Specialist .....	\$ 120
Geotechnical/Environmental/Laboratory Assistant .....	\$ 120
Data Processor .....	\$ 95

#### Other Charges

Concrete Coring Equipment (includes technician) .....	\$ 190/hr
Anchor Load Test Equipment (includes technician) .....	\$ 190/hr
GPR Equipment .....	\$ 180/hr
Inclinometer .....	\$ 100/hr
Hand Auger Equipment .....	\$ 80/hr
Rebar Locator (Pachometer) .....	\$ 25/hr
Vapor Emission Kit .....	\$ 65/kit
Field Equipment .....	\$ 12/hr
X-Ray Fluorescence .....	\$ 70/hr
PID/FID .....	\$ 25/hr
Air Sampling Pump .....	\$ 10/hr
Field Vehicle .....	\$ 15/hr
Expert Witness Testimony .....	\$ 450/hr
Direct Expenses .....	Cost plus 15 %
Special equipment charges will be provided upon request.	

#### Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

## Schedule of Fees for Laboratory Testing

### SOILS

Atterberg Limits, D 4318, CT 204	\$ 170
California Bearing Ratio (CBR), D 1883	\$ 550
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation, Hydro-Collapse only, D 2435	\$ 150
Consolidation – Time Rate, D 2435, CT 219	\$ 200
Direct Shear – Remolded, D 3080	\$ 350
Direct Shear – Undisturbed, D 3080	\$ 300
Durability Index, CT 229	\$ 175
Expansion Index, D 4829, IBC 18-3	\$ 190
Expansion Potential (Method A), D 4546	\$ 170
Geofabric Tensile and Elongation Test, D 4632	\$ 200
Hydraulic Conductivity, D 5084	\$ 350
Hydrometer Analysis, D 6913, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 300
pH and Resistivity, CT 643	\$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	\$ 220
Proctor Density with Rock Correction D 1557	\$ 340
R-value, D 2844, CT 301	\$ 375
Sand Equivalent, D 2419, CT 217	\$ 125
Sieve Analysis, D 6913, CT 202	\$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 925
Triaxial Shear, C.D., D 4767, T 297	\$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 350
Triaxial Shear, U.U., D 2850	\$ 250
Unconfined Compression, D 2166, T 208	\$ 180

### MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	\$ 70
Brick Compression Test, C 67	\$ 55
Brick Efflorescence, C 67	\$ 55
Brick Modulus of Rupture, C 67	\$ 50
Brick Moisture as received, C 67	\$ 45
Brick Saturation Coefficient, C 67	\$ 60
Concrete Block Compression Test, 8x8x16, C 140	\$ 70
Concrete Block Conformance Package, C 90	\$ 500
Concrete Block Linear Shrinkage, C 426	\$ 200
Concrete Block Unit Weight and Absorption, C 140	\$ 70
Cores, Compression or Shear Bond, CA Code	\$ 70
Masonry Grout, 3x3x6 prism compression, C 39	\$ 45
Masonry Mortar, 2x2 cube compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 200

### REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 90
Hardness Test, Rockwell, A 370	\$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 175
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80

### CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 35
Concrete Mix Design Review, Job Spec	\$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 850
Concrete Cores, Compression (excludes sampling), C 42	\$ 120
Drying Shrinkage, C 157	\$ 400
Flexural Test, C 78	\$ 85
Flexural Test, C 293	\$ 85
Flexural Test, CT 523	\$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Lightweight Concrete Fill, Compression, C 495	\$ 80
Petrographic Analysis, C 856	\$ 2,000
Restrained Expansion of Shrinkage Compensation	\$ 450
Splitting Tensile Strength, C 496	\$ 100
3x6 Grout, (CLSM), C 39	\$ 55
2x2x2 Non-Shrink Grout, C 109	\$ 55

### ASPHALT

Air Voids, T 269	\$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$ 4,500
Asphalt Mix Design Review, Job Spec	\$ 180
Dust Proportioning, CT LP-4	\$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	\$ 150
Film Stripping, CT 302	\$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 225
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 4,900
Superpave, Gyration Unit Wt., T 312	\$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 90
Voids filled with Asphalt, (VFA) CT LP-3	\$ 90
Wax Density, D 1188	\$ 140

### AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 180
Cleaness Value, CT 227	\$ 180
Crushed Particles, CT 205	\$ 175
Durability, Coarse or Fine, CT 229	\$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 90
Organic Impurities, C 40	\$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 475
Sand Equivalent, T 176, CT 217	\$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 145
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 175

### ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 250
Roofing Tile Strength Test, (set of 5), C 67	\$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.  
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.



**REQUEST FOR PROPOSALS (RFP)**

**ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES  
FOR THE**

**CITY OF PLACENTIA**

**RFP RESPONSES TO BE RECEIVED UNTIL  
5:00 P.M., TUESDAY JANUARY 30, 2024**

**City of Placentia**  
401 East Chapman Avenue  
Placentia, CA 92870

**Date Issued: JANUARY 9, 2024**

**REQUEST FOR PROPOSALS (RFP)**  
**FOR**

ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES  
FOR THE  
CITY OF PLACENTIA

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**Appendix “A”** – SAMPLE CITY PROFESSIONAL SERVICES AGREEMENT

**Appendix “B”** – SUMMARY SHEET

**Appendix “C”** – CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

## **1. INTRODUCTION**

The City of Placentia (“City”) seeks competitive proposals from qualified firms to provide On-call Construction Management and Inspection Services. A Professional Services Agreement will be entered into with multiple qualified firms to provide construction management services for a variety of projects on an on-call basis. On an on-call, as-needed basis, the selected firm(s) may later be asked to provide construction management and inspection proposals on a specific, project-by-project basis, based on an agreed-upon specific scope of services and fees.

The firm shall provide general Construction Management and Inspection services to support construction efforts and serve as an extension of City staff to assist in the overall delivery of projects, including preconstruction tasks, managing construction, and ensuring that the work is completed in accordance with the contract documents, and project closeout and commissioning phase. The consultant team will report directly to the City's Project Manager or their authorized representative. City staff may assist in managing construction and will oversee the work of the consultant's Project Manager, Inspector, and Contract Administrator.

Firms must provide construction management services and contract administration in conformance with the requirements set forth in the State's Construction Manual, State's Local Assistance Programs and Procedures Manual, OCFCD encroachment permit/requirements, and other Agencies regulatory permits/requirements. The construction manager is expected implement contract requirements and comply with all Federal and local guidelines, as required, in order to successfully execute the project in a timely and cost-efficient manner.

Technical questions about the requested services that might require a clarification of the Request for Proposals (RFP) shall be made only in writing to the Q&A section located in PlanetBids no fewer than seven (7) calendar days prior to the date and time set for opening of proposals and responses shall be provided in writing. No verbal requests or responses will be accepted. Significant interpretations or clarifications will be addressed via addenda to this RFP. This RFP includes a description of the scope of work, proposal requirements, and instructions for submitting your proposal.

Please do not contact City departments or other City staff directly. Information provided by other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

Any changes, additions, or deletions in the RFP from the date of release to date of submittal will result in an addendum or amendment. Notification of such addendum or amendment shall be posted on PlanetBids. Addenda shall become part of the agreement documents.

It is the proposer's sole responsibility to monitor PlanetBids for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve the proposer of the requirements contained therein. Additionally, failure of proposer to return signed addenda, when required, may be cause for rejection of his/her proposal.

Proposals must conform to the requirements of this RFP to be considered for award and successfully submitted through the electronic bid management system at: <https://pbsystem.planetbids.com/portal/54600/portal-home> by the date and time specified on the cover page of this Request For Proposal. All proposals must be signed by an authorized representative and include the completed Summary Sheet and Certification of Proposal to the City of Placentia provided in Appendix "B" and "C" of this RFP.

The City reserves the right to waive any irregularity in any proposal or to reject any proposal that does not comply with this RFP. The City alone, using criteria determined by the City, will select the qualified firm and/or consultant. The successful consultant to whom the contract is awarded shall, within ten (10) days after being notified, enter a contract with the City for the work and shall furnish all required documents necessary to enter said contract. Failure of the successful consultant to execute the contract within said ten (10) days shall be just cause for the City to contract with the next ranked consultant.

By submitting a proposal, the proposer agrees to all of the terms of the RFP and the Agreement (Appendix A), unless exceptions to the RFP or the Agreement are stated by the proposer in its proposal. The successful proposers will be required to enter into an Agreement, which will include the requirements of this RFP as well as other contract requirements. In the delivery of these services, the term of the agreement shall be for three years with the option for two additional one-year term extensions. The City reserves the right to reject any proposal(s) exceptions or changes to the Agreement or Request for Proposal.

## **2. PROPOSAL SCHEDULE**

The schedule is as follows:

- Advertisement Date – JANUARY 9, 2024
- Q&A Due on PlanetBids – January 23, 2024 by 5:00 p.m.
- Proposals Due on PlanetBids – JANUARY 30, 2024 by 5:00 p.m.
- Hard copy proposal Due at City Hall – February 1, 2024 by 5:00 p.m.
- Proposal Evaluations/Interviews, if necessary – February 2024
- City Council Contract Award and Selection\* - March 2024

\*The City expects, but does not guarantee, that the decision on selection of a firm will be made by the City Council on the date indicated above.

## **3. SCOPE OF WORK**

The City desires to engage construction management firms that will ensure that not only are City capital projects built per plan and specifications but that will also ensure a high degree of quality craftsmanship in the final product. The City's expectation is that selected CM/inspection teams will enforce a high attention to detail on project deliverables to ensure a high-quality finished product.

The majority of capital improvement and construction projects within the city include, but are not limited to, the following:

- Street rehabilitation
- Sewer improvements
- Signing and striping improvements
- Storm Drain improvements
- Bridge construction
- New building construction
- Irrigation and landscaping
- Site Improvements; concrete sidewalk, etc.
- Streets and park lighting
- Parks and Recreation facility improvements
- Mechanical systems
- Electrical systems
- Traffic Signal Improvements

The required services shall be performed by the consultant Project Manager, Inspector and Contract Administrator.

#### A. Project Manager/Resident Engineer

- The consultant Project Manager shall represent the City in the field. The Project Manager shall possess a minimum of (5) years' experience in construction management.
- The Inspector and the Contracts Administrator should have relevant experience in construction management and certifications or references that affirm the said experience.

#### B. Bid Analysis

- Prior to the start of the project, the Project Manager shall be responsible for conducting a bid analysis to determine the lowest responsible bidder.

#### C. Staff Report

- Preparation of staff reports for contract award to the lowest responsive and responsible bidder. Coordinate with the City to determine funding sources, publication dates, environmental and fiscal impact, and schedule of award to meet the City's deadlines.

#### D. General Construction Administration

- Coordinate with the City to define roles and responsibilities during construction and develop a construction management plan.
- Co-lead the pre-construction meeting and schedule and conduct regular construction and progress meetings to discuss such matters as procedures, progress, problems and scheduling. Will prepare and promptly distribute meeting minutes.
- Record the progress of the project. Submit written daily and progress reports to the City. Keep daily logs containing a record of weather, contractor's work on the site, number of workers and equipment, work accomplished, problems encountered, and other relevant data. Make the log available to the City. Prepare and send Weekly Statement of Working Days to the contractor. Monitor contractor's compliance with labor code requirements.
- Maintain, at the job site, records of contract documents including drawings, addenda, change orders, and other modifications of plans and specifications marked to show all changes made during construction. Maintain as-built records of underground utilities, including locations and depths of trenches. At the completion of the project, deliver to the City all contract documents including as-built records.

- Consult with the City when the contractor requests interpretations of the meaning and intent of the drawings and specifications and assist in achieving the resolution of problems which may arise.
- Coordinate with the City and contractor to incorporate a centralized platform where all documents are filed and distributed amongst the project team.
- Consultant shall be responsible for ensuring that all building permits, special permits, if required are obtained, and that all applicable fees have been paid, and shall obtain approvals from authorities having jurisdiction over the Project.

#### E. Submittal/RFI Review & Processing

- The Project Manager shall be responsible for review of completeness and quantity of all required shop drawings, product data, samples and other submittals ("Submittals").
- The consultant team shall transmit the Submittals to City staff for review and approval and shall establish and implement procedures for expediting the processing, approving, and distribution of Submittals.
- Project Manager shall develop, maintain, and manage all submittal/RFI logs.
- Determine the workflow on for all Submittal/RFI review including City staff, design engineers, contractor personnel, and the construction management team.

#### F. Constructability Review

- Consultant shall review project plans and specifications to determine its "constructability". Consultant shall also review construction schedule, including activity sequences and duration, schedule of submittals and schedule of delivery for products with long lead-time. The project schedule shall be updated as required showing current conditions and revisions required by actual progress.
- The individuals, Project Manager, Inspector and Contract Administrator, shall not be responsible for construction means, methods, techniques, sequences and procedures employed by the contractor in the performance of the contract, and shall not be responsible for the failure of the contractor to carry out work in accordance with the contract documents. However, any errors, omissions, or discrepancies found in the Contract Documents shall be called to the attention of the City's Project Manager and clarified prior to construction start.

#### G. Change Order Review

- Consultant shall conduct a comprehensive evaluation of change order requests, provide independent estimates, render recommendations and assist in claim resolution.
- Consultant shall monitor and report on the status of the Project Construction Budget on a monthly basis, indicating actual costs for completed activities and work in progress, and indicating estimates for uncompleted work. Report should identify variances between actual and budgeted or estimated costs and shall advise the City whenever it appears that the Actual Construction Cost has exceeded, or will exceed, the Project Construction Budget for the entire Project or any Project Component.

#### H. Safety

- Monitor the contractor's safety program. Take necessary steps to ensure the jobsite conditions are in compliance with OSHA regulations.

#### I. Progress Payments

- Consultant shall maintain cost accounting records on authorized work performed under unit costs and additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- May develop and implement procedures for the review and processing of applications by contractor for progress and final payments.
- Make recommendations for certification to the City for payment.
- Provide status of monthly certified payroll reports and monthly as-builts updates as backup for each payment submitted to the city for review.

#### J. Material Testing

- Consultant team to provide field inspections and compaction tests for grading, trench backfill and asphalt concrete pavement construction according to the project special provisions, the Standard Specifications for Public Works Construction (“Green Book”) and Caltrans Standard Specifications.
- Provide inspections for installation of precast and cast in-place concrete, welding, high strength bolts, structural steel, masonry, painting and other types of work in accordance with the California Building Code (CBC) and the contract documents.
- Available tests may include the following:
  - Mix Designs
  - Concrete
  - Concrete Blocks

- Brick Masonry
- Masonry Prisms
- Mortar and Grout
- Fireproofing
- Soils and Aggregates
- Asphalt Concrete
- Reinforcing Steel
- Environmental

#### K. Inspections

- Consultant shall determine that the work of contractor is being performed in accordance with the contract documents.
- Make recommendations to the City regarding special inspection or testing of work not in compliance with the provisions of the contract documents.
- Subject to review by the City, reject work which does not conform to the requirements of contract documents.
- Facilitate and coordinate inspection by representatives of other agencies, as needed.
- Evaluate the completion of the work of the contractor and make recommendations to the City when work is ready for final inspection.
- Assist the City in conducting final punchlist inspections.
- Schedule and coordinate special inspection and material testing.
- Inspector(s) shall oversee and inspect all aspects of construction to ensure compliance with the Plans, Specifications, and Special provisions.

#### L. Claims

- Claims submitted by the contractor must adhere to Public Contract Code Section 10240 and 20104.
- Consultant Project Manager shall coordinate with City consultant on claim matters.
- Review all claims and provide an evaluation to the City. Documentation must be provided and reviewed to support any claim.
- Coordinate the resolution of each claim with suggested design changes that may have been caused by unforeseen field conditions.

#### M. Prevailing Wage / Labor Compliance

- Consultant shall monitor and enforce prevailing wage forms and requirements for conformance to the prevailing wage rates on a weekly basis.

- Shall verify that all Trade personnel listed in the daily log are also listed in the certified payroll and shall conduct weekly employee interviews, one for each trade, and submit verification with the monthly progress payments.
- Perform employee interviews to verify and enforce prevailing wage requirements on a regular basis.

#### N. Project Closeout

- The Project Manager shall be responsible for all project closeout items, such as: As-Built plans and related documentation, punch list completion, commissioning, warranty requests during the one-year period. Shall schedule and oversee the warranty repair. Should include site visits as requested by the City to look at defects or imperfections to determine if it is a warranty issue.
- Shall provide a close out report outlining any obstacles, violations, and services performed. Shall provide a close out report for but not limited to any violations, fringe benefit statements, missing payroll reports, unsatisfactory employee interviews, claims, and any other documentation related to prevailing wage and labor compliance.

#### O. Community Outreach

- Consultant shall attend and co-lead a pre-construction meeting with the community. The primary purpose of this meeting is to introduce the CM team to the community and discuss major anticipated construction impacts.
- Project Manager shall coordinate with the City's Communication Manager and communicate with the community regarding impacts related to the construction project.

#### P. Federal Requirements

- Preparation of Caltrans documentation including but not limited to Award package, interim reports, and final report (close out) to be reviewed by the City.
- Coordinate with the City to ensure Disadvantaged Business Enterprises (DBE) goal is met by contractors and document any changes throughout the length of the project.
- Compliance with any and all state and federal funding requirements for construction and enforce any regulations set forth by these funds.

All tasks listed above shall be required on an as-needed basis. The city reserves the right to add or reduce some of the above tasks and duties as it sees fit. The

consultant, serving as staff extension, shall remain sufficiently flexible to meet the needs of the City and of the project.

#### **4. ASSURANCE OF DESIGNATED PROJECT TEAM**

Proposer shall ensure that the designated project team, including sub-consultants as identified in the firm's proposal, is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the City.

#### **5. PROPOSAL FORMAT REQUIREMENTS**

Each response to this RFP shall include the information described in this section.

Provide the information in the specified order. **Failure to include all the elements specified may be cause for rejection.** Additional information may be provided but should be brief and relevant to the goals of this RFP. Excessive information will not be considered favorably.

Three physical copies of the final proposal shall be submitted to the City no later than two working days after the proposal deadline. The consultant project cost proposal shall be submitted in a separate sealed envelope marked "Cost Proposal." Proposer's who do not include physical copies within the specified timeframe will be considered unresponsive and disqualified.

All proposals must be signed by an authorized representative and include the completed Summary Sheet and Certification of Proposal to the City of Placentia provided in Appendix "B" and "C" of this RFP.

**Proposals shall be limited to a maximum of 30 pages.** Proposals over 30 pages will be rejected. Paper size shall be 8.5"x11" and occasional 11"x17" sheets are acceptable for exhibits and graphics. The cover letter, table of contents, front and back covers, summary sheet, certification of proposal and section dividers are excluded from the page count. The proposal should include the following sections in order:

##### **A. Cover Letter**

Shall contain the following information:

- Title of this RFP
- Name and mailing address of the prime consultant (include physical location if mailing address is a PO Box)

- Contact Person, Email address, telephone number, and fax number

The City will use email to notify your firm of critical developments such as interview schedules if any, notification of selection/non-selection, etc. Therefore, it is essential that you identify one or more contact persons who have frequent access to email.

The City will not be responsible for delivery failure of email due to firewalls, spam filters, or individuals' failure to retrieve email messages. The City will not attempt to re-deliver any messages which fail due to no fault of the City.

The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter into a binding contract.

1. Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of- Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
2. Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
3. Proposals which are submitted by an Individual doing business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm's name and style.

## **B. Executive Summary**

Describe your firm's and sub-consultant's (if any) general experience and qualifications as it pertains to projects of similar scope and size. Identify the services which would be completed by your firm's staff and those that would be provided by sub- consultants. Identify any sub-consultants you propose to utilize to supplement your firm's staff.

## **C. Project Team Organization**

Clearly identify the prime consultant, all subconsultants, and their respective roles. Show the Project Manager and the key staff proposed for this project, including subconsultants' staff. It is expected that the project team proposed under this proposal will remain unchanged throughout the duration of the project. Replacement of key staff without consultation with the City will not be permitted.

Include contact information and a brief summary of the Prime firm's history and experience providing the requested services on similarly sized and scoped projects. Include a summary of the firm's experience, if any, with the City of Placentia. Provide a brief resume for each key staff member including their education background, licensing (if applicable), availability, and project experience.

#### **D. Relevant Project Experience and References**

List and provide a narrative summary of related project experiences. Include a minimum of three (3) similar type/size projects that your team has completed. Provide a project description, services provided, and construction costs. Discuss whether the design and construction were completed on time and within budget. Provide a minimum of three (3) references (name, title, agency, and telephone number) from previous experience. Provide no more than one contact person per project as a reference, including agency/company and phone number. Preference is given to project references that have directly worked with staff proposed for this project.

#### **E. Understanding & Approach**

Provide a detailed discussion of your firm's approach to the successful implementation of this agreement. Describe your firm/team's understanding duties assigned and identify the approach for key services and/or issues anticipated. Describe the Project Manager's and firm/team support and approach to ensure the effort is completed on schedule and within the established budget.

#### **F. Scope of Work**

Provide a scope of work complementing the City's proposed scope of work describing all tasks required to complete the work and any additional aspects to the work scope the City should and could consider. The scope of work shall provide enough detail to distinguish the varied work effort required, in keeping with the City's desired tasks to be completed.

#### **G. Schedule**

Provide a typical schedule or sequence of events to accomplish all the required tasks; include review/approval times for the City and other project stakeholders.

## H. Proposed Exceptions

Describe all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract (Appendix "A"). This section shall be clearly marked "Proposed Exceptions" in your submittal. If no exceptions are taken this shall be clearly stated in this section. The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the City's determination of whether it is possible to successfully negotiate a contract with your firm/individual.

**It is necessary to submit these elements with your RFP response.** Failure to submit the required information with your response will render your proposal non-responsive.

## 6. REQUIRED PROPOSAL STATEMENTS

This statements identified below must be included in your RFP response:

- A. A statement that the submitting firm will perform the services and adhere to the requirements described in this RFP, including any addenda (*reference the addenda by date and/or number*).
- B. Subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act.
- C. Proposers shall include a statement that describes the specific portion(s) of their submittal that are considered proprietary and should not be releasable as public information. Proposers should be aware that all such requests may be subject to legal review and challenge.
- D. Include a statement of assurance that you will not substitute members of your designated team without approval by the City of Placentia staff which declares there is no Conflict of Interest.
- E. Include a statement which declares there is no Conflict of Interests.
- F. Provide a statement attesting there has been no Collusion with other proposing firms.
- G. Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract. (Please note that actual Certificates of Insurance are not required as part of your submittal.)

## 7. EXCEPTIONS

## 8. RESOURCE ALLOCATION AND COST PROPOSAL

Selection of the consultant will be made in accordance with the provisions of Chapter 10 of the California Government Code, Sections 4526 and 4529.5, stating that selection of professional services is based on competence and qualifications without regard to fee. The fee will be opened and evaluated to ensure the fee is reasonable for the services to be delivered after selection of the consultant based on qualifications is complete. Provide in a separate sealed envelope the proposed billing rates for all expected personnel to deliver services as described in the scope of work.

**All cost proposals shall be signed and dated per Section 5.0 above and shall be submitted in a separate sealed envelope.**

## 9. SUBMITTAL INSTRUCTIONS

### A. Time, Place and Format

Proposal submission due date: **JANUARY 30, 2024 at 5:00 P.M.**: No proposals will be considered for award unless properly and successfully submitted through the electronic bid management system at: <https://pbsystem.planetbids.com/portal/54600/portal-home> by the date and time specified on the cover page of this Request For Proposal. All proposals must be signed by an authorized representative.

All required sections, including pricing, shall be submitted via the website. Bidder is solely responsible for “on time” submission of their electronic proposal. The bid management system will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from PlanetBids, the bid management system indicating their bid was submitted successfully. The City will only receive those proposals that were transmitted successfully. **DO NOT FAX OR E-MAIL.**

NOTE: E-Bids/Proposals are sealed and cannot be viewed by the City or any other person or entity until the closing date and time. If you need to withdraw your bid, you may do so at any time before the bid deadline, by going back into the system and selecting “withdraw”.

Three physical copies of the final proposal shall be submitted to the City no later than two working days after the proposal deadline. The

consultant project cost proposal shall be submitted in a separate sealed envelope marked "Cost Proposal." Proposer's who do not include physical copies within the specified timeframe will be considered unresponsive and disqualified.

All proposals must be signed by an authorized representative and include the completed Summary Sheet and Certification of Proposal to the City of Placentia provided in Appendix "B" and "C" of this RFP.

Proposals must:

- Show page numbers for all pages in the proposal.
- Be on 8-1/2"x11" page size
  - states "***On-Call Construction Management and Inspection Services***"
  - identifies the proposer
- Must be addressed as follows:  
City of Placentia  
Attn: Chris Tanio, PE, Deputy Director/City Engineer  
401 E. Chapman Avenue  
Placentia, CA 92870
- Proposals must address the requirements of the RFP as set forth in Section 5. They should be as concise as possible and must not contain any promotional, advertising or display material.

#### B. Cost proposal Submittal

A detailed hourly rate schedule shall be required for this RFP. If subcontracting, the rate structure for those services shall be included. On-call contracts resulting from this RFP will be awarded to firms whose Technical Proposal meets the technical requirements of the RFP. Proposals will be ranked in accordance with the evaluation criteria stated in this RFP. Should the consultants selected for each task or project be not able to reach an agreement on the fees for design services, the City reserves the right to enter negotiations with any of the qualified consultant on the on-call list.

#### C. Opening of Responses

All proposals are scheduled to be opened and considered within two weeks after the deadline date shown in Section 2 using evaluation procedures set forth in Section 10. Consultant selection may be delayed or postponed at the discretion of the City.

## **10. EVALUATION CRITERIA**

### **A. Selection Committee**

- a. Proposals submitted will be evaluated by a Selection Committee

### **B. Review of Proposals**

- a. The Selection Committee will use a point formula during the review process to individually score Project Proposals, as outlined in Section C below, "Project Proposal Evaluation Criteria." The Selection Committee will then be convened to review and discuss these evaluations and combine the individual scores to arrive at an average composite Project Proposal score for each firm. Firms that do not meet "Mandatory Elements" listed in Section C1 below will be eliminated from further consideration.
- b. After the composite Project Proposal score for each firm has been established based upon the "Qualitative Evaluation" criteria listed in Section C, the Selection Committee may request oral presentations from a subset of those firms with a minimum score of 70 points. Based upon score rankings, the three (3) highest ranking firms may be interviewed. The Selection Committee may also schedule a site visit, if applicable.
- c. The Cost Proposal of firms receiving a minimum score of 70 points on the qualitative review will be opened to ensure that the Cost Proposal is reasonable. The cost proposal for these services should consist of hourly rate for all classifications assigned to this project.

### **C. Project Proposal Evaluation Criteria**

Proposals will be evaluated using three (3) sets of criteria. Firms meeting the mandatory elements will have their proposals evaluated and scored. The following represent the principal selection criteria which will be considered during the evaluation process.

- a. Mandatory Elements
  - i. The firm is independent and properly licensed to practice in California.
  - ii. The firm has no conflict of interest with regard to any other work performed by the firm for the City.
  - iii. The firm adheres to the instructions in this RFQ on preparing and submitting the proposal.
  - iv. The firm included a Letter of Transmittal in the Project Proposal.
- b. Qualitative Evaluation (Maximum Points = 100)

In order to be considered the proposer must achieve at least 70 points. (Points will be assigned by the Department Director or Coordinator.)

  - i. Expertise and Experience (60 points)

1. The quality of the firm's and individual personnel's experience in providing professional design and engineering services for City Capital Improvement Projects as described in the Scope of Services. The quality of the personnel's demonstrated expertise in producing detailed plans and related engineering services.
  2. The quality of professional personnel's education, certifications, licenses, and years of experience designing plans and providing construction support. Demonstrated commitment to high quality customer service and public relations.
  3. Public agency references relative to personnel assigned to this contract; Long-term working relationships, multiple projects delivered for same agencies.
  4. Firm's statement on why it believes itself to be best qualified.
- ii. Scope of Work (20 points)
1. Contract scope of work outlined in Section 3 of the RFP is addressed, and the proposal demonstrates that the proposer thoroughly understands the City's needs and expectations, and how those will be met.
  2. Inclusion of additional work scope/deliverables that complements and enhances the City's scope of work which will ultimately deliver better services and construction projects.
- iii. Allocation of Resources (20 points)
1. Conceptual plan that outlines how the firm's resources will be leveraged to deliver Construction Management and Inspection Services that ultimately result in better projects.
  2. Identify any distinguishing features, resources, skills and/or services your firm can allocate to this contract to deliver the City's capital improvement projects.

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## LEGAL REQUIREMENTS

The contract awarded shall be governed in all respect by the laws of the State of California, and any litigation with respect thereto shall be brought in the courts of the State of California. The firm awarded the contract shall comply with applicable Federal, state and local laws and regulations and comply with the following terms:

- The City has the right to reject any and all proposals .
- All documents submitted in response to the RFP are public documents subject to disclosure as permitted by the California Public Records Act.
- The City is not liable for any costs incurred in responding to the RFP.
- From the issue date of this RFP until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any City staff except through the person named herein for questions. For violation of this provision, the City shall reserve the right to reject the proposal of the offending firm.
- The selected firm will be required to enter into a Professional Services Agreement with the City of Placentia which includes the City's Standard Terms and Conditions including insurance requirements.
- Proposals submitted early may be withdrawn by the firm prior to the Proposal due date specified above. Following the Proposal due date, the Proposal constitutes a binding offer and may not be withdrawn by the firm prior to the award.
- The City of Placentia reserves the right to: (a) waive minor irregularities or variances, non-material bid informalities or defects in any proposal; (b) reject any and all proposals, in whole or in part, submitted in response to this solicitation; (c) request clarifications from all firms; (d) request resubmissions from all firms; (e) make partial, progressive or multiple awards; and (f) take any other action as permitted by law and /or the City's Procurement Ordinance.

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**APPENDIX “A” – PROFESSIONAL SERVICES AGREEMENT (SAMPLE)**

**CITY OF PLACENTIA  
PROFESSIONAL SERVICES AGREEMENT  
WITH**

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THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”), by and between the CITY OF PLACENTIA, a municipal corporation (“City”), and \_\_\_\_\_, a [state] [type of corporation] (“Consultant”).

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to landscape architecture and accessibility design services, as more fully described herein; and

B. WHEREAS, Consultant represents that it is “design professional” as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; including credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations; and

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

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

E. WHEREAS, among other reasons, the City is hiring Consultant to perform accessibility design services at a public park within the City to comply with all applicable accessibility requirements. Accordingly, Consultant desires to perform these services and to bear all risk the City may bear resulting from accessibility designs that are not complaint.

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant’s Proposal (“Proposal”), attached hereto as Exhibit “A” and incorporated herein by this reference, including but not limited to, preparing all design documents free from defects.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices, and with credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its

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service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section. Consultant also warrants that it has ownership of all intellectual property being provided under this Agreement.

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

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

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

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

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

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

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

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insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

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

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_.00).

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

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

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

## **3.0. TIME OF PERFORMANCE**

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

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

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#### 4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of \_\_\_\_\_ months, ending on \_\_\_\_\_, 20\_\_\_, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

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

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished

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design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## **5.0. INSURANCE**

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

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

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

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

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

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

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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

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responsible for payments of damages to persons or property.

**6.0. GENERAL PROVISIONS**

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

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

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

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

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

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

IF TO CONSULTANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Attn: \_\_\_\_\_

IF TO CITY:

City of Placentia  
401 E. Chapman  
Placentia, CA 92870  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Attn: \_\_\_\_\_

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

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of

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

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

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

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

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

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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

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

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

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

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

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

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

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

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

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

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

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of

\_\_\_\_\_ which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

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

CITY OF PLACENTIA,  
A municipal corporation

\_\_\_\_\_  
City Administrator

Date: \_\_\_\_\_

ATTEST:

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

CONSULTANT

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

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Risk Management

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

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Project Manager

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL

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Name, Title

Date: \_\_\_\_\_

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**EXHIBIT A**

**CONSULTANT'S PROPOSAL AND SCOPE OF WORK**

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**EXHIBIT B**

**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**

**APPENDIX B**  
**SUMMARY SHEET**

Firm Name: \_\_\_\_\_

Firm Parent or Ownership: \_\_\_\_\_

Firm Address: \_\_\_\_\_

\_\_\_\_\_

Firm Telephone Number: \_\_\_\_\_

Firm Fax Number: \_\_\_\_\_

Number of years in existence: \_\_\_\_\_

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Types of services provided by the firm: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX C**

**CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA**

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

Name of Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B**

**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/05/2024

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

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

PRODUCER 951-656-2409 951-281-3900 McCarry Insurance Services 19510 Van Buren Blvd. Ste. F3-142 Riverside, CA 92508	951-656-2409 Lic. 0D20867	951-281-3900 310-548-9292 310-548-9195 Berg & Associates, Inc. 302 W. 5th Street, Suite 210 San Pedro, CA 90731	CONTACT NAME: Patrick McCarry PHONE (A/C. No. Ext): 951-656-2409 E-MAIL ADDRESS: pmccarry@yahoo.com	FAX (A/C. No.): 951-281-3900
			INSURER(S) AFFORDING COVERAGE	NAIC #
			INSURER A: Evanston Insurance Company	35378
			INSURER B: Security National Insurance Company	19879
			INSURER C: Capitol Specialty Insurance Corp.	10328
			INSURER D: StarStone National Insurance Co.	25496
			INSURER E: U.S. Specialty Insurance Company	29599
			INSURER F:	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER: 03**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>			2AA401501	03/01/2024	03/01/2025	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
B	<b>AUTOMOBILE LIABILITY</b>			SPP 1808450-01	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							Medical	\$ 5,000
C	<b>UMBRELLA LIAB</b>			XS23024840	03/31/2023	03-31-2024	EACH OCCURRENCE	\$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE	\$ 4,000,000
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED	RETENTION \$						\$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			T 10241022	03/01/2024	03/01/2025	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHE-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / N	<input type="checkbox"/> N / A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	Professional Liability			USS 24 34538	03/01/2024	03/01/2025	Liability each claim:	\$1,000,000
							Aggregate:	\$2,000,000

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

**CERTIFICATE HOLDER**

City of Placentia  
401 E. Chapman  
Placentia, CA 92870

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

**This Endorsement Changes The Policy. Please Read It Carefully**

## **BUSINESS AUTO COVERAGE EXPANSION ENDORSEMENT**

This endorsement modifies insurance provided by the following:

### **BUSINESS AUTO COVERAGE FORM**

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

#### **A. Newly Acquired or Formed Organizations, Employee Hired Car Liability and Blanket Additional Insured Status for Certain Entities.**

Item 1. **Who is an Insured** of Paragraph A. **Coverage** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership of a majority interest (greater than 50%), will qualify as a Named Insured; however,
  - (1) coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - (2) coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" that results from an "accident" which occurred before you acquired or formed the organization; and
  - (3) coverage does not apply if there is other similar insurance available to that organization, or if similar insurance would have been available but for its termination or the exhaustion of its limits of insurance.

This insurance does not apply if coverage for the newly acquired or formed organization is excluded either by the provisions of this coverage form or by endorsement.

- e. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.
- f. Any person or organization you are required by written contract or agreement to name as an additional "insured", but only with respect to liability created in whole or in part by such agreement.

#### **B. Increase Of Loss Earnings Payment**

Subpart (4) of a. **Supplementary Payments** of Item 2. **Coverage Extensions** of Paragraph A. **Coverage** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to read:

- (4) We will pay reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 per day because of time off from work.

#### **C. Fellow Employee Injured By Covered Auto You Own Or Hire**

Item 5. **Fellow Employee** of Paragraph B. **Exclusions** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

This exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Such coverage as is afforded by this provision is excess over any other collectible insurance.

**D. Limited Automatic Towing Coverage**

Item 2. **Towing**, of Paragraph A. **Coverage**, under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

**2. Towing**

We will pay for towing and labor costs each time that a covered "auto" is disabled. All labor must be performed at the place of disablement of the covered "auto".

- a. The limit for towing and labor for each disablement is \$500;
- b. No deductible applies to this coverage.

**E. Item 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects or Missiles of Paragraph A. Coverage under SECTION III – PHYSICAL DAMAGE COVERAGE**, is amended to add:

**Glass Repair Coverage**

We will waive the Comprehensive deductible for Glass, if one is indicated on your covered "auto", for glass repairs. We will repair at no cost to you, any glass that can be repaired without replacement, provided the "loss" arises from a covered Comprehensive "loss" to your "auto".

**F. Increase Of Transportation Expense Coverage**

Subpart a. **Transportation Expenses** of Item 4. **Coverage Extensions** of Paragraph A. **Coverage** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

**a. Transportation Expenses**

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage or Theft Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**G. "Personal Effects" Coverage**

Item 4. **Coverage Extensions** of Paragraph A. **Coverage**, under **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended to add:

**"Personal Effects" Coverage**

We will pay actual cash value for "loss" to "personal effects" of the "insured" while in a covered "auto" subject to a maximum limit of \$2,500 per "loss", for that covered "auto" caused by the same "accident". No deductible will apply to this coverage.

**H. "Downtime Loss" Coverage**

Item 4. **Coverage Extensions**, of Paragraph A. **Coverage**, under **SECTION III. PHYSICAL DAMAGE COVERAGE**, is amended to add:

**"Downtime Loss" Coverage**

We will pay any resulting "downtime loss" expenses you sustain as a result of a covered physical damage "loss" to a covered "auto" up to a maximum of \$100 per day, for a maximum of 30 days for the same physical damage "loss", subject to the following conditions:

- a. We will provide "downtime loss" beginning on the 5<sup>th</sup> day after we have given you our agreement to pay for repairs to a covered "auto" and you have given the repair facility your authorization to make repairs;
- b. Coverage for "downtime loss" expenses will end when any of the following occur:
  - (1) You have a spare or reserve "auto" available to you to continue your operations.
  - (2) You purchase a replacement "auto".
  - (3) Repairs to your covered "auto" have been completed by the repair facility and they determine the covered "auto" is road-worthy.
  - (4) You reach the 30 day maximum coverage.

I. **Item 4. Coverage Extensions**, of Paragraph **A. Coverage**, under **SECTION III. PHYSICAL DAMAGE COVERAGE**, is amended to add:

We will pay any resulting rental reimbursement expenses incurred by you for a rental of an "auto" because of "loss" to a covered "auto" up to a maximum of \$100 per day, for a maximum of 30 days for the same physical damage "loss", subject to the following conditions:

- a. We will provide rental reimbursement incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy expiration, with the number of days reasonably required to repair or replace the covered "auto". If the "loss" is caused by theft, this number of days is the number of days it takes to locate the covered "auto" and return it to you or the number of days it takes for the claim to be settled, whichever comes first.
- b. Our payment is limited to necessary and actual expenses incurred.
- c. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- d. If a "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

J. **"Personal Effects" Exclusion**

Paragraph **B. Exclusions** under **SECTION III – PHYSICAL DAMAGE COVERAGE**, is amended to add:

**"Personal Effects" Exclusion**

We will not pay for "loss" to "personal effects" of any of the following:

- a. Accounts, bills, currency, deeds, evidence of debt, money, notes, securities or commercial paper or other documents of value.
- b. Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry; watches; precious or semi-precious stones.
- c. Paintings, statuary and other works of art.

- d. Contraband or property in the course of illegal transportation or trade.
- e. "Loss" caused by theft, unless there is evidence of forced entry into the covered "auto" and a police report is filed.

K. **Accidental Airbag Discharge Coverage**

Item **3.a.** of Paragraph **B. Exclusions** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

- a. Wear and tear, freezing, mechanical or electrical breakdown. The exclusion relating to mechanical break-down does not apply to the accidental discharge of an air bag.

L. **Loan or Lease Gap Coverage**

Paragraph **C. Limit Of Insurance** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
  - (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
  - (4) Security deposits not refunded by the lessor; and
  - (5) Carry-over balances from previous loans or leases

**M. Aggregate Deductible**

Paragraph **D. Deductible** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

Regardless of the number of covered "autos" involved in the same "loss", only one deductible will apply to that "loss". If the deductible amounts vary by "autos", then only the highest applicable deductible will apply to that "loss".

**N. Diminishing Deductible**

Paragraph **D. Deductible** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

Any deductible will be reduced by the percentage indicated below on the first "loss" reported during the corresponding policy period:

Loss Free Policy Periods With the Expansion Endorsement	Deductible Reduction on the first "loss"
1	0%
2	25%
3	50%
4	75%
5	100%

If we pay a Physical Damage "loss" during the policy period under any BUSINESS AUTO COVERAGE FORM you have with us, your deductible stated in the Declarations page of each such COVERAGE FORM will not be reduced on any subsequent claims during the remainder of your policy period and your deductible reduction will revert back to 0% for each such COVERAGE FORM if coverage is renewed.

**O. Knowledge of Loss and Notice To Us**

Subsection **a.** of Item **2. Duties In the Event of Accident, Claim, Suit or Loss** of Paragraph **A. Loss Conditions** under **SECTION IV -- BUSINESS AUTO CONDITIONS** is amended to add:

However, prompt notice of the "accident", claim, "suit" or "loss" to us or our authorized representative only applies after the "accident", claim, "suit" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;

- (3) An "executive officer" or director, if you are a corporation;
- (4) A manager or member, if you are a limited liability company;
- (5) Your insurance manager; or
- (6) Your legal representative.

**P. Waiver Of Subrogation For Auto Liability Losses Assumed Under Insured Contract**

Item **5. Transfer Of Rights Of Recovery Against Others To Us** of Paragraph **A. Loss Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

**5. Transfer of Rights of Recovery Against Others To Us**

If any person or organization to or for whom we make payments under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after an "accident" or "loss" to impair them. However, if the insured has waived those rights to recover through a written contract, we will waive any right to recovery we may have under this Coverage Form.

**Q. Insurance is Primary and Noncontributory**

Subpart **a.** of Item **5. Other Insurance** of Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

- a.** This insurance is primary and noncontributory, as respects any other insurance, if required in a written contract with you.

**R. Other Insurance – Hired Auto Physical Damage**

Subpart **b.** of Item **5. Other Insurance** of Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

- b.** For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:
  - (1) Any covered "auto" you lease, hire, rent or borrow; and

- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

**S. Unintentional Failure To Disclose Hazards**

Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to add:

9. Your failure to disclose all hazards existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided that such failure to disclose all hazards is not intentional. However, you must report such previously undisclosed hazards to us as soon as practicable after its discovery.

**T. Additional Definition**

**SECTION V – DEFINITIONS** is amended to add:

"Personal effects" means personal property owned by the "insured".

"Downtime loss" means actual loss of "business income" for the period of time that a covered "auto":

1. Is out of service for repair or replacement as a result of a covered physical damage "loss" and
2. Is in the custody of a repair facility if not a total "loss".

"Business Income" means:

1. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
2. Continuing normal operating expenses incurred, including payroll.

**In this endorsement, Headings and Titles are inserted solely for the convenience and ease of reference. They do not affect the coverage provided by this endorsement, nor do they constitute any part of the terms and conditions of this endorsement. All other policy wording not specifically changed, modified, or replaced by this endorsement wording remains in effect.**

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

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

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

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

Schedule

**Person or Organization**

**Job Description**

WHERE YOU ARE REQUIRED BY WRITTEN CONTRACT TO OBTAIN THIS AGREEMENT FROM US, PROVIDED THE CONTRACT IS SIGNED AND DATED PRIOR TO THE DATE OF LOSS TO WHICH THIS WAIVER APPLIES. IN NO INSTANCE SHALL THE PROVISIONS AFFORDED BY THIS ENDORSEMENT BENEFIT ANY COMPANY OPERATING AIRCRAFT FOR HIRE.

\*The premium charge for this endorsement shall be 2% of the premium developed in the State of California, but not less than \$500 policy minimum premium.

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

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

Endorsement Effective	03/01/24	Policy No.	T10241022	Endorsement No.	12
Insured	Berg & Associates Inc			Policy Effective Date	03/01/24
Insurance Company	StarStone Naional Insurance Company				

Countersigned By Joseph E (JEB) Connelley

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

### **Primary And Noncontributory Insurance**

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

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

**This Endorsement Changes The Policy. Please Read It Carefully**

## **BUSINESS AUTO COVERAGE EXPANSION ENDORSEMENT**

This endorsement modifies insurance provided by the following:

### **BUSINESS AUTO COVERAGE FORM**

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

#### **A. Newly Acquired or Formed Organizations, Employee Hired Car Liability and Blanket Additional Insured Status for Certain Entities.**

Item 1. **Who is an Insured** of Paragraph A. **Coverage** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership of a majority interest (greater than 50%), will qualify as a Named Insured; however,
  - (1) coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - (2) coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" that results from an "accident" which occurred before you acquired or formed the organization; and
  - (3) coverage does not apply if there is other similar insurance available to that organization, or if similar insurance would have been available but for its termination or the exhaustion of its limits of insurance.

This insurance does not apply if coverage for the newly acquired or formed organization is excluded either by the provisions of this coverage form or by endorsement.

- e. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.
- f. Any person or organization you are required by written contract or agreement to name as an additional "insured", but only with respect to liability created in whole or in part by such agreement.

#### **B. Increase Of Loss Earnings Payment**

Subpart (4) of a. **Supplementary Payments** of Item 2. **Coverage Extensions** of Paragraph A. **Coverage** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to read:

- (4) We will pay reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 per day because of time off from work.

#### **C. Fellow Employee Injured By Covered Auto You Own Or Hire**

Item 5. **Fellow Employee** of Paragraph B. **Exclusions** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

This exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Such coverage as is afforded by this provision is excess over any other collectible insurance.

**D. Limited Automatic Towing Coverage**

Item 2. **Towing**, of Paragraph A. **Coverage**, under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

**2. Towing**

We will pay for towing and labor costs each time that a covered "auto" is disabled. All labor must be performed at the place of disablement of the covered "auto".

- a. The limit for towing and labor for each disablement is \$500;
- b. No deductible applies to this coverage.

- E. Item 3. **Glass Breakage – Hitting A Bird Or Animal – Falling Objects or Missiles** of Paragraph A. **Coverage** under **SECTION III – PHYSICAL DAMAGE COVERAGE**, is amended to add:

**Glass Repair Coverage**

We will waive the Comprehensive deductible for Glass, if one is indicated on your covered "auto", for glass repairs. We will repair at no cost to you, any glass that can be repaired without replacement, provided the "loss" arises from a covered Comprehensive "loss" to your "auto".

- F. **Increase Of Transportation Expense Coverage**

Subpart a. **Transportation Expenses** of Item 4. **Coverage Extensions** of Paragraph A. **Coverage** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

**a. Transportation Expenses**

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage or Theft Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**G. "Personal Effects" Coverage**

Item 4. **Coverage Extensions** of Paragraph A. **Coverage**, under **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended to add:

**"Personal Effects" Coverage**

We will pay actual cash value for "loss" to "personal effects" of the "insured" while in a covered "auto" subject to a maximum limit of \$2,500 per "loss", for that covered "auto" caused by the same "accident". No deductible will apply to this coverage.

**H. "Downtime Loss" Coverage**

Item 4. **Coverage Extensions**, of Paragraph A. **Coverage**, under **SECTION III. PHYSICAL DAMAGE COVERAGE**, is amended to add:

**"Downtime Loss" Coverage**

We will pay any resulting "downtime loss" expenses you sustain as a result of a covered physical damage "loss" to a covered "auto" up to a maximum of \$100 per day, for a maximum of 30 days for the same physical damage "loss", subject to the following conditions:

- a. We will provide "downtime loss" beginning on the 5<sup>th</sup> day after we have given you our agreement to pay for repairs to a covered "auto" and you have given the repair facility your authorization to make repairs;
- b. Coverage for "downtime loss" expenses will end when any of the following occur:
  - (1) You have a spare or reserve "auto" available to you to continue your operations.
  - (2) You purchase a replacement "auto".
  - (3) Repairs to your covered "auto" have been completed by the repair facility and they determine the covered "auto" is road-worthy.
  - (4) You reach the 30 day maximum coverage.

**I. Item 4. Coverage Extensions**, of Paragraph **A. Coverage**, under **SECTION III. PHYSICAL DAMAGE COVERAGE**, is amended to add:

We will pay any resulting rental reimbursement expenses incurred by you for a rental of an "auto" because of "loss" to a covered "auto" up to a maximum of \$100 per day, for a maximum of 30 days for the same physical damage "loss", subject to the following conditions:

- a. We will provide rental reimbursement incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy expiration, with the number of days reasonably required to repair or replace the covered "auto". If the "loss" is caused by theft, this number of days is the number of days it takes to locate the covered "auto" and return it to you or the number of days it takes for the claim to be settled, whichever comes first.
- b. Our payment is limited to necessary and actual expenses incurred.
- c. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- d. If a "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

**J. "Personal Effects" Exclusion**

Paragraph **B. Exclusions** under **SECTION III – PHYSICAL DAMAGE COVERAGE**, is amended to add:

**"Personal Effects" Exclusion**

We will not pay for "loss" to "personal effects" of any of the following:

- a. Accounts, bills, currency, deeds, evidence of debt, money, notes, securities or commercial paper or other documents of value.
- b. Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry; watches; precious or semi-precious stones.
- c. Paintings, statuary and other works of art.

- d. Contraband or property in the course of illegal transportation or trade.
- e. "Loss" caused by theft, unless there is evidence of forced entry into the covered "auto" and a police report is filed.

**K. Accidental Airbag Discharge Coverage**

Item **3.a.** of Paragraph **B. Exclusions** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

- a. Wear and tear, freezing, mechanical or electrical breakdown. The exclusion relating to mechanical break-down does not apply to the accidental discharge of an air bag.

**L. Loan or Lease Gap Coverage**

Paragraph **C. Limit Of Insurance** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
  - (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
  - (4) Security deposits not refunded by the lessor; and
  - (5) Carry-over balances from previous loans or leases

**M. Aggregate Deductible**

Paragraph **D. Deductible** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

Regardless of the number of covered "autos" involved in the same "loss", only one deductible will apply to that "loss". If the deductible amounts vary by "autos", then only the highest applicable deductible will apply to that "loss".

**N. Diminishing Deductible**

Paragraph **D. Deductible** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

Any deductible will be reduced by the percentage indicated below on the first "loss" reported during the corresponding policy period:

Loss Free Policy Periods With the Expansion Endorsement	Deductible Reduction on the first "loss"
1	0%
2	25%
3	50%
4	75%
5	100%

If we pay a Physical Damage "loss" during the policy period under any BUSINESS AUTO COVERAGE FORM you have with us, your deductible stated in the Declarations page of each such COVERAGE FORM will not be reduced on any subsequent claims during the remainder of your policy period and your deductible reduction will revert back to 0% for each such COVERAGE FORM if coverage is renewed.

**O. Knowledge of Loss and Notice To Us**

Subsection **a.** of Item **2. Duties In the Event of Accident, Claim, Suit or Loss** of Paragraph **A. Loss Conditions** under **SECTION IV -- BUSINESS AUTO CONDITIONS** is amended to add:

However, prompt notice of the "accident", claim, "suit" or "loss" to us or our authorized representative only applies after the "accident", claim, "suit" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;

- (3) An "executive officer" or director, if you are a corporation;
- (4) A manager or member, if you are a limited liability company;
- (5) Your insurance manager; or
- (6) Your legal representative.

**P. Waiver Of Subrogation For Auto Liability Losses Assumed Under Insured Contract**

Item **5. Transfer Of Rights Of Recovery Against Others To Us** of Paragraph **A. Loss Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

**5. Transfer of Rights of Recovery Against Others To Us**

If any person or organization to or for whom we make payments under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after an "accident" or "loss" to impair them. However, if the insured has waived those rights to recover through a written contract, we will waive any right to recovery we may have under this Coverage Form.

**Q. Insurance is Primary and Noncontributory**

Subpart **a.** of Item **5. Other Insurance** of Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

- a.** This insurance is primary and noncontributory, as respects any other insurance, if required in a written contract with you.

**R. Other Insurance – Hired Auto Physical Damage**

Subpart **b.** of Item **5. Other Insurance** of Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

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

- (1) Any covered "auto" you lease, hire, rent or borrow; and

- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

**S. Unintentional Failure To Disclose Hazards**

Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to add:

9. Your failure to disclose all hazards existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided that such failure to disclose all hazards is not intentional. However, you must report such previously undisclosed hazards to us as soon as practicable after its discovery.

**T. Additional Definition**

**SECTION V – DEFINITIONS** is amended to add:

"Personal effects" means personal property owned by the "insured".

"Downtime loss" means actual loss of "business income" for the period of time that a covered "auto":

1. Is out of service for repair or replacement as a result of a covered physical damage "loss" and
2. Is in the custody of a repair facility if not a total "loss".

"Business Income" means:

1. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
2. Continuing normal operating expenses incurred, including payroll.

**In this endorsement, Headings and Titles are inserted solely for the convenience and ease of reference. They do not affect the coverage provided by this endorsement, nor do they constitute any part of the terms and conditions of this endorsement. All other policy wording not specifically changed, modified, or replaced by this endorsement wording remains in effect.**

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

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

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

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

Schedule

**Person or Organization**

**Job Description**

WHERE YOU ARE REQUIRED BY WRITTEN CONTRACT TO OBTAIN THIS AGREEMENT FROM US, PROVIDED THE CONTRACT IS SIGNED AND DATED PRIOR TO THE DATE OF LOSS TO WHICH THIS WAIVER APPLIES. IN NO INSTANCE SHALL THE PROVISIONS AFFORDED BY THIS ENDORSEMENT BENEFIT ANY COMPANY OPERATING AIRCRAFT FOR HIRE.

\*The premium charge for this endorsement shall be 2% of the premium developed in the State of California, but not less than \$500 policy minimum premium.

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

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

Endorsement Effective	03/01/23	Policy No.	T10231022	Endorsement No.	12
Insured	Berg & Associates Inc			Policy Effective Date	03/01/23
Insurance Company	StarStone Naional Insurance Company				

Countersigned By

*Joseph E (JEB) Connelley*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### INDEX

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

#### A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

#### B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
  - (a) Less than 52 feet long; and
  - (b) Not being used to carry persons or property for a charge.

#### C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

#### D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

- a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

**9.a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

#### **E. MEDICAL PAYMENTS EXTENSION**

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

**(b)** The expenses are incurred and reported within three years of the date of the accident; and

#### **F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:

b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

#### **G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT**

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
- (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
  - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
  - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
    - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

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

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions**.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
  - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

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

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

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

#### H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

**b. The following is added to Paragraph b. Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

**I. ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

**1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:**

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

**2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in Section III - Limits of Insurance of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.**

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE  
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph 2.a.(1) of Section II - Who Is An Insured is replaced with the following:

**(1) "Bodily injury" or "personal and advertising injury":**

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and



advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

#### **K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES**

Paragraph 3. of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
  - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

#### **L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES**

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 6. **Representations**:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

#### **M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit**:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of **Section II - Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

#### **N. LIBERALIZATION CLAUSE**

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

#### **O. BODILY INJURY REDEFINED**

Under **Section V - Definitions**, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

**P. EXTENDED PROPERTY DAMAGE**

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU**

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.



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**CITY OF PLACENTIA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
ARDURRA GROUP, INC.**

7<sup>th</sup> of MAY

THIS AGREEMENT is made and entered into this ~~2<sup>nd</sup> day of April~~, 2024 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Ardurra Group Inc. ("Consultant").

**WITNESSETH:**

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

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

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

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

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

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

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

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

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

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

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

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

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

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

## **2.0. COMPENSATION AND BILLING**

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

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

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

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

## **3.0. TIME OF PERFORMANCE**

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

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

## **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 3 years, ending on <sup>W.A.V. 2</sup> ~~April 2, 2027~~ unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. One (1) two-year extension is available based on Consultant performance and at the discretion of the City. Approval of the term extension is contingent upon City Council review and approval at the conclusion of the initial three-years.

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

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

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

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

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

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

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

## **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all the following minimum scope of insurance

coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO 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:

Ardurra Group Inc.  
3737 Birch Street, Ste. 250  
Newport Beach, CA 92660  
Tel: 714-456-0703  
Attn: Dino D'Emilia

IF TO CITY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

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

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

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

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

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

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

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

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

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

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

CITY OF PLACENTIA,  
A municipal corporation

\_\_\_\_\_  
Damien R. Arrula, City Administrator

Date: \_\_\_\_\_

ATTEST:

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

CONSULTANT

*Dino D'Emilia*

Date: 3/11/2024

\_\_\_\_\_  
Signature

Dino D'Emilia

\_\_\_\_\_  
Name and Title

59-1782900

\_\_\_\_\_  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian L. Bettenhausen, City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Krystle Murillo, Risk Manager

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

*Chris Tanio*

Date: 3/11/2024

\_\_\_\_\_  
Chris Tanio, Deputy Director/City Engineer

DEPARTMENTAL APPROVAL

*Luis Estevez*

\_\_\_\_\_  
Luis Estevez, Deputy City Administrator

Date: 3/11/2024

\_\_\_\_\_

**EXHIBIT A**  
**CONSULTANT'S PROPOSAL AND SCOPE OF WORK**



# A. LETTER OF TRANSMITTAL

January 30, 2024

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

## SUBJECT: PROPOSAL TO PROVIDE ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

Dear Chris Tanio,

The City of Placentia has a diverse range of capital improvement projects to help maintain its mission "to keeping Placentia a pleasant place by providing a safe family atmosphere, superior public services and policies that promote the highest standards of community life."

Ardurra Group, Inc., can help! Our basic philosophy focuses on understanding our client's goals, enabling us to successfully serve as an extension of your staff. Our project experience encompasses each area of your CIP program—from street rehabilitation, sewer improvements, signing and striping improvements, storm drain improvements, bridge construction, new building construction, irrigation and landscaping, site improvements – concrete sidewalk, curb and gutter, etc., street and park lighting, parks and recreation facility improvements, mechanical systems, electrical systems, and traffic signal improvements.

We understand that the City is seeking consultant firms knowledgeable in current codes, City standards and ordinances, as well as the City's General Plan, to provide on-call construction management and inspection services on an as-needed basis. Per the RFP, services include project management and resident engineering services, bid analysis, staff report, general contract administration, submittal/RFI review and processing, constructability review, change order review, safety, progress payment, material testing, inspections, claims, prevailing wage/labor compliance, project close out, community outreach, federal requirements, and related services.

We appreciate the opportunity to present our qualifications for construction management (CM) and inspection (I) services. As an experienced and reliable civil engineering, project/construction management, and inspection firm, we are ready to support the City's efforts in completing its varied capital improvement projects. Selecting the Ardurra team offers the City the following benefits:

- **Strong leadership enables smoothly run projects.** Omar Alameddine will serve as primary contact and project manager, leading a comprehensive team of local professionals. Omar has 18 years of project and construction management experience and has managed projects such as street rehabilitation, athletic fields, public parks, dog parks, public facilities, as well as domestic water, sewer, and drainage improvements.
- **Knowledge and experience that delivers quality.** Ardurra offers an experienced team that is responsive, flexible, helpful, financially responsible, and quality conscious. Our team is knowledgeable of and conforms to local, state, and federal regulations, codes and ordinances, federal grant requirements, Caltrans Local Assistance Procedures Manual (LAPM), Greenbook, APWA/AWWA standards, as well as LEED, DSA, and OSHPD standards.

### CONTACT INFORMATION

#### MANAGEMENT CONTACT

**Dino D'Emilia, PE, F. ASCE, QSD**  
CA Public Works Practice Director  
1960 E. Grand Avenue, Suite 300  
El Segundo, CA 90245  
Telephone: 714.458.0703  
Email: ddemilia@ardurra.com

#### PROJECT MANAGER

**Omar Alameddine**  
Project & Construction Management  
Group Leader  
1960 E. Grand Avenue, Suite 300  
El Segundo, CA 90245  
Telephone: 949.533.3012  
Email: oalameddine@ardurra.com

### WE ARE THE PERFECT FIT FOR THIS CONTRACT

- ✓ Working with municipalities is what we do
- ✓ Knowledgeable of local codes, regulations, community needs and sensitivities
- ✓ Vast experience with varied project types on numerous on-call contracts
- ✓ Effective resource management
- ✓ Flexible, streamlined process that works
- ✓ Former municipal leaders in-house
- ✓ Heart for client service
- ✓ Seamless extension of staff





- **The capacity to provide the right staff at the right time.** Client service is a core value for us, and we understand the importance of responsiveness. With more than 120 professionals in Southern California, we have the depth of resources and expertise to respond quickly to your needs.
- **Peace of mind through each phase of your projects.** Our professionals have years of experience managing a wide variety of public works projects. Our time-tested, proactive approach serves to anticipate and expeditiously address challenges to keep your projects moving forward. Our proven process eliminates surprises, provides predictability, streamlines delivery, and keeps potential conflicts with the contractor to a minimum.

We believe Ardurra is best qualified to perform the requested services because our experienced team members have a heart for client service, and they merge seamlessly as an extension of our clients' staff. Working with municipalities is what we do, day in and day out, so we know local codes, regulations, community needs and sensitivities, and proposed developments and their potential impacts to City infrastructure. We have helped deliver hundreds of projects through local on-call contracts. All of this experience has taught our team effective resource management, scheduling, trusted subconsultant partnerships, and a process that works. And having former municipal leaders on staff provides insight and perspective on stakeholder concerns and expectations, and offers continual improvements to processes and streamlining reviews to deliver quality products. Our reputation for providing quality services has been confirmed by our ongoing relationships and extended on-call contracts with agencies throughout California. Our local, comprehensive team is ready to support all of your engineering needs.

Dino D'Emilia, PE, F. ASCE, QSD, will serve as our Contractual Manager, and Mark Lewis, PE, TE, will assist Omar for day-to-day management. Both bring more than 30 years of experience. Mark has been with Ardurra for three years after serving as Director of Public Works/City Engineer at the City of Fountain Valley for 20 years.

Ardurra has elected to bolster the team by continuing our partnership with Ninyo & Moore for material testing. Ninyo & Moore provides outstanding geotechnical engineering, material testing, and inspection services for all phases of projects. Ardurra has worked extensively with this exceptional firm. This long-standing alliance enables a streamlined approach and smooth coordination.

With our nearby offices in Newport Beach and El Segundo, and many of our team members being residents of surrounding communities, we are deeply invested in the City's success.

Ardurra is properly licensed and in good standing with the State of California (registration with California Secretary of State – Certificate #073306522; California Department of Industrial Relations Registration # PW-LR-1000392146), and the firm has no conflicts of interest with regard to work performed for the City.

We look forward to serving the City of Placentia on this as-needed contract. Please feel free to contact Omar at 949.533.3012 or [oaalameddine@ardurra.com](mailto:oaalameddine@ardurra.com), or Dino at 714.458-0703 or [ddemilia@ardurra.com](mailto:ddemilia@ardurra.com) if you have any questions or need additional information.

Respectfully submitted,  
Ardurra Group, Inc.

Omar Alameddine  
Project & Construction Management Group Leader

Dino D'Emilia, PE, F. ASCE, QSD  
California Public Works Practice Director





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**\* Cost Proposal is provided in a separate PDF.**





**APPENDIX B**  
**SUMMARY SHEET**

Firm Name: Ardurra Group, Inc.

Firm Parent or Ownership: Ardurra operates as a portfolio company of Littlejohn & Co. LLC

Firm Address: 3737 Birch Street, Suite 250  
Newport Beach, CA 92660

Firm Telephone Number: 949.428.1500

Firm Fax Number: 949.258.5053

Number of years in existence: 46

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

Name: Dino D'Emilia, PE, F.ASCE, QSD Title: California Public Works Practice Director

Telephone Number: 714.458.0703 Fax: 949.258.5053

Email: ddemilia@ardurra.com

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

Name: Omar Alameddine Title: Project & Construction Management Group Leader

Telephone Number: 949.533.3012 Fax: 949.258.5053

Email: oalameddine@ardurra.com

Types of services provided by the firm: Public Works/civil planning, design, construction management (CM) and inspection; water/wastewater planning, design, CM and inspection; environmental; land development; emergency management; structural engineering; public outreach; plan review and plan check; code compliance enforcement; traffic engineering; and grant administration.



## D. PERSONNEL EXPERIENCE & QUALIFICATIONS

We understand the key issue for providing effective services is to be highly responsive and have the depth of resources locally available to fulfill your project needs. Ardurra has assembled a team knowledgeable and experienced in construction management services of various capital improvement projects. Ardurra's construction management team is experienced in project delivery for various construction projects, such as roadways, bridges, curbs, gutters, sidewalks, parking lots, slurry, landscape/median enhancements, parks, facilities, sewer, and storm drain improvements, as well as WQMPs, SWPPPs, and NPDES documentation. We also help deliver projects as an extension of staff to numerous cities and municipalities throughout Southern California. Our staff members are well-trained in problem solving. We process all issues with a sense of urgency and present our clients with suggested alternatives, cost and schedule affects, and recommended solutions that best suit the interests of the project and the City. The Ardurra team is available and ready to start working immediately on any task defined by the City. Our team members have a track record of delivering successful projects on schedule and within budget. If alternate delivery methods are required, Ardurra has the experienced staff to deliver those type of construction projects. Our project managers are adept at allocating the right resources with the best mix of availability and expertise for the task assigned, and they can draw from our deep bench of experienced professionals to serve a large number of concurrent projects as needed.

- ✓ Below we have provided abbreviated resumes for each of our team members, followed by detailed resumes of our Management Contact and Project

## PROJECT MANAGER EXPERIENCE

Ardurra proposes Omar Alameddine as Project Manager and the City's primary point of contact. Omar is Project/Construction Management Group Leader at Ardurra. He brings an extensive background in construction management and inspection on public works and Caltrans projects. Omar has 18 years of experience delivering projects to renew city streets and freeways, applying his firm grasp of Caltrans and Greenbook standards. He has managed and inspected roadway rehabilitation and widening projects; recreational facilities such as soccer fields, public parks, and dog parks; public facilities; and domestic water, sewer, and drainage improvements. Representative projects include:

- Project/Construction Management for Various CIP Projects, City of Anaheim
- As-Needed Engineering, CM and Inspection, Anaheim Public Utilities Department
- On-Call City Engineering/CM/Testing and Inspection Services, City of Cypress
- On-Call City Engineering/Construction Management/Testing and Inspection Services, City of Hawaiian Gardens
- City of Ontario On-Call Construction Management and Inspection
- Burbank On-Call Professional Planning, Transportation Planning, Building & Safety, Parks, and Public Works Consulting Services
- Orangewood Avenue Improvements, City of Anaheim
- Carson Street Master Plan, City of Carson
- Kern and Mono County Bridge Replacements and Repair Project, Caltrans, Tehachapi
- Polliwog Park Lower Playground Replacement Project, Manhattan Beach
- Signal Hill Dog Park, City of Signal Hill
- Firestone Blvd. Regional Corridor Capacity Enhancements, City of South Gate
- Antonio Parkway/Santa Margarita Parkway Rehabilitation, City of Rancho Santa Margarita
- Drake Soccer Field Project, City of Long Beach
- 3<sup>rd</sup> and Broadway Cycle Track Project, City of Long Beach

**PRIMARY CONTACT**



**Omar Alameddine**  
Project & Construction  
Management Group  
Leader

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**ARDURRA**  
1960 E. Grand Avenue, Suite 300  
El Segundo, CA 90245  
Telephone: 949.533.3012  
Email: oalameddine@ardurra.com



As Project Manager, Omar is prepared to respond to a variety of requests from the City to execute each task order to meet your diverse needs. Once a task order is received, Omar will review/develop the scope with the task leaders and provide the City with resumes of available staff with the best mix of experience and expertise for the task assigned.

A detailed resume for our Project Manager is provided in Section 2 – Qualifications & Resumes.

## SUB-CONSULTANTS

Upon review of the RFP, Ardurra can provide the required services listed in the scope of work in-house and will be supported by Ninyo & Moore for material testing services.

## QUALIFICATIONS AND RESUMES

Ardurra maintains a seasoned group of project managers, construction managers, public works inspectors, and project controls/documents control professionals. Having spent most of their careers in Southern California, our team understands local agency requirements and construction standards.

As you will see in the resumes that follow, our team’s experience involves projects similar to those listed in the City’s CIP Program, such as streets, bridges, bike trails, drainage improvements, parks, buildings, open space amenities, landscaping, traffic signals, playground equipment, shade structures, and sports fields.

***We are there when you need us!*** Our team is available and ready to start working immediately on any task defined by the City. Ardurra’s wide range of in-house capabilities enables us to provide the right staff at the right time. Ardurra has a vast pool of resources, and we are committed to providing appropriate staffing for each task order assigned through this contract.

Due to the page limitation, we have included abbreviated resumes for our Project Manager and our key personnel. We would be happy to provide more detailed resumes or resumes for additional team members at the City’s request.





## OMAR ALAMEDDINE

Project Manager and Primary Contact

Omar Alameddine brings an extensive background in construction management and inspection on public works and Caltrans projects. Omar has delivered projects to renew city streets and freeways, applying his firm grasp of Caltrans and Greenbook standards. He has managed and inspected roadway rehabilitation and widening projects; recreational facilities such as soccer fields, public parks, and dog parks; public facilities; and domestic water, sewer, and drainage improvements. Clients appreciate Omar's penchant for precision and thorough documentation.

### RELEVANT EXPERIENCE

**Project/Construction Management for Various CIP Projects, City of Anaheim, CA.** Contract administrator/construction manager augmenting the City's Public Works staff to expedite the completion of more than \$90 million in projects, such as the Indiana Street Water Main Replacement Design-Build; Underground Conversion Plan Projects; and Olive Street 16-inch Water Main Replacement and Roadway Restoration Project.

**Orangewood Avenue Improvements (from State College Boulevard to the Santa Ana River), City of Anaheim, CA.** Contract administrator/construction manager for this \$17-million multifaceted road widening project on Orangewood Avenue from State College Boulevard to the Santa Ana River. This project spans a largely commercial area within proximity to several freeways and highways (SR-57, SR-55, SR-22, and I-5) along the south entrance to Angel Stadium of Anaheim. This widening project consists of electrical undergrounding with telecommunication lines relocation, installation of new City of Anaheim and City of Orange water mainline, traffic signal improvements, and a new variable message board. Widening improvements include, but are not limited to, roadway widening and paving, sidewalks, slough walls, curbs and gutters, retaining/block/sound walls, driveways, cross gutters and spandrels, drainage improvements, catch basins, WQMP BMP improvements, Disney Resort-Style hardscape and landscaping, irrigation improvements, and signing and striping.

**Polliwog Park Lower Playground Replacement Project, Manhattan Beach, CA.** Construction manager for this \$2-million project that included the removal and replacement of out-of-service play equipment, play surface, fencing; renovation of parking lots and walkways; and new play surfaces and shade structures. *2024 Commendation Award, ACEC California*

**Signal Hill Dog Park, City of Signal Hill, CA.** Construction manager for the construction of a community dog park with artificial turf, landscaping, a parking lot, and sidewalks. Collaborated with the consultant architect, City's inspector, and public works director for onsite design changes for better drainage, accessibility, and design. Provided public relations support in the field. Participated in progress meetings and ensured safe conditions and compliance with plans and specifications.

**Drake Soccer Field Project, City of Long Beach, CA.** Construction manager for the \$3.8-million completion of two soccer fields, a basketball court, parkway with trail, parking lot, new lighting, and landscaping. In addition to providing the community with a new recreational area, the project conserved energy and reduced waste by using recycled construction materials, drought-tolerant landscaping, and separating and recycling at least 60 percent of construction debris.

**Antonio Parkway/Santa Margarita Parkway Rehabilitation, City of Rancho Santa Margarita, CA.** Construction manager for this federally funded rehabilitation of two busy arterials. The project resurfaced a portion of Antonio Parkway and made improvements to Santa Margarita Parkway's eastbound lanes. Ensured compliance with federal, DBE and labor compliance requirements.

#### Education

BS/2009/Civil Engineering/  
California State Polytechnic  
University, Pomona

#### Registrations

EIT/CA #151070

#### Honors and Awards

Emerging Leader, APWA Southern  
California Chapter, 2022

#### Years of Experience

18 total/8 with firm



## OMAR ALAMEDDINE | Ardurra

**Firestone Boulevard Regional Corridor Capacity Enhancements, Project No. 476-TRF, City of South Gate, CA. APWA Award Winner.** Assistant construction manager/lead inspector for a \$20-million project to improve three segments of Firestone Blvd. Ensured project compliance with plans and specs. Provided fast-track design efforts for newly proposed bus pullouts, median construction, and drainage facilities. Observed utility potholing, traffic control and stormwater practices; maintained personnel and equipment logs; negotiated and reviewed potential change orders; and orchestrated utility coordination. Provided public relations and progress reports. Participated and led progress meetings. Pre-construction duties included documenting existing conditions such as tree wells to be removed.

**Indiana Street Water Main Replacement Design-Build, City of Anaheim.** Contract administrator/construction manager for one of the City's first design-build projects. This design-build project consisted of the construction of approximately 2,400 LF of 6-inch ductile iron CL 52 zinc-coated water main, and 200 LF of 8-inch ductile iron CL 52 zinc-coated water main located along Indiana Street between Broadway and South Street. The project also included the replacement of fire hydrants, valves, water services, and appurtenant structures.

**Carson Street Master Plan, City of Carson, CA.** Interim construction manager for the overhaul of a 1.75-mile stretch of Carson Street, between the I-110 and I-405 Freeways. The project was part of far-reaching renewal efforts under the City's master plan. Upgrades included concrete monuments, resurfaced pavement, reconfigured turn lanes and new traffic signals. The project improved Carson Street's appearance with colorful drought-tolerant landscaping, wider paver-accented sidewalks, new pedestrian lighting, outdoor benches, and bike racks.

**3rd and Broadway Cycle Track Project, City of Long Beach.** Assistant construction manager for this federally funded project to relocate a protected bicycle lane in busy downtown Long Beach that affected over 150 businesses. Assisted with CCOs, pay estimate, change order settlement and negotiation and closeout.

**Strand Stairs Rehabilitation, City of Manhattan Beach, CA.** Assistant construction manager/lead inspector for this federally funded project to renew or replace several concrete staircases connecting the Strand, the City's oceanfront walkway on a bluff, to the beach below. Inspected stairway demolition, repair and reconstruction, concrete placement, balustrade, and handrail installation. Processed requests for information, change orders and submittal responses.

**On-Call City Engineering/CM/Testing and Inspection Services, City of Cypress, CA.** PM/CM group leader for this as-needed contract. Recent assignments include inspection, material testing, and project controls services for the following:

- **Street Rehabilitation, Project 313.** Street rehabilitation improvements include slurry sealing of various streets within the City right-of-way. The scope includes mobilization, surveying, traffic control, edge grind, crack sealing, remove and replace AC paving, removal of existing traffic striping and markers, Type I and II RPMS, replace traffic striping, markers, and other incidental items of work.
- **Oak Knoll South Parking Lot Seal Coat Project 332.** Rehabilitation of the entire parking lot surface, replacement of signs, and other incidental items of work.
- **Concrete Rehabilitation Project 293.** Citywide concrete rehabilitation improvements.

**On-Call City Engineering/Construction Management/Testing and Inspection Services, City of Hawaiian Gardens, CA.** PM/CM group leader for this on-call contract that has included inspection for residential street rehabilitation and roofing projects:

- **Residential Street Rehabilitation, Project 101.** Project consists of full roadway reconstruction of various streets and includes traffic control, protect in place various items; removal and construction of concrete sidewalk, curb and gutter, driveway approaches, curb ramps, parkway drain; 2" deep cold mill; furnish and place 6" thick CMB, 2" ARHM overlay; adjust manhole and cover to finish grade, adjust water valve can and cover to finish grade; adjust water meter box and cover to finish; provide construction survey; install traffic signal loop detector, traffic striping, signing and marking.
- **C. Robert Lee Roof Replacement, Project 102.** Roof replacement improvements include removal and replacement of the existing roof, air ducts, rain gutters, and all other appurtenances, miscellaneous replacement of structural plywood, electrical disconnections/reconnections, and mechanical disconnections/reconnections.

**On-Call Construction Management and Inspection, City of Ontario, CA.** PM/CM group leader for the City's annual pavement rehabilitation and slurry seal project as well as permit inspection. Work includes maintaining more than 1,200 lane miles of pavement within the city, rehabilitating existing street pavements, sidewalks, handicap ramps, curb and gutter, and related appurtenances; repairing or constructing storm drain improvements at various locations throughout the City; and providing engineering contract management and field services support for all construction work within the public right-of-way.





**DINO D'EMILIA, PE, F.ASCE, QSD**  
California Public Works Practice Director

**Education:** BS/1991/Civil Engineering/Northeastern University, Boston  
**Registrations:** 1996/PE/CA #C55453  
**Certifications:** Fellow, American Society of Civil Engineers; Qualified SWPPP Developer  
**Years of Experience:** 32 total/13 with firm

Ardurra's California Public Works Practice Director, Dino D'Emilia, PE, F.ASCE, QSD, has delivered public works infrastructure projects valued at more than \$1 billion for public agency clients. His abilities as a project and construction manager are highlighted with the City of Long Beach's \$103.1M Belmont Pool Rebuild and Revitalization, and the City of Torrance's \$21M Transit Center Project and \$15M Del Amo Boulevard Extension. He has played critical roles on infrastructure projects to build, renew and upgrade freeways, city streets, transit centers, pedestrian paths, light rail, water mains, sewers, storm drains, greenbelts, soccer fields, and recreation centers.

In keeping with his passion for building infrastructure, Dino actively participates in local chapters of the American Public Works Association, the American Society of Civil Engineers and Construction Management Association of America. He supports the growth and development of emerging engineers as a mentor to colleagues, provides construction management best practices training to agency public works staff, and serves as a guest lecturer on construction management at the University of Southern California, Loyola Marymount University and California State University, Long Beach.

**RELEVANT EXPERIENCE**

- Fountain Valley Recreation Center Exterior Improvements, City of Fountain Valley
- Mary K. Giordano Regional Transit Center, City of Torrance
- Redondo Beach South Bay Regional Intermodal Transit Center, City of Redondo Beach
- Carson Street Master Plan, City of Carson
- Alamitos Beach Concession Building, City of Long Beach
- Belmont Plaza Pool Rebuild/Revitalization Project, City of Long Beach
- Del Amo Boulevard Extension Project, T-30 – Phases 1 and 2, City of Torrance
- Mission Road Rehabilitation, City of Alhambra
- Seaside Way Pedestrian Bridge, City of Long Beach
- Oso Creek Multi-Use Trail, City of Laguna Niguel



**MARK LEWIS, PE, TE**  
Municipal Services Project Director

**Education:** BS/1986/Civil Engineering/CSU Long Beach  
**Registrations:** 1992/PE/Civil/CA #C49335; 1992/TE/Traffic/CA #TR1637; 2001/PE/Traffic Operations Engineer/CA #661  
**Honors:** 2019 APWA Southern California Top Leader Public Sector  
**Years of Experience:** 38 total/3 with firm

Mark Lewis, PE, TE, is Municipal Services Project Director at Ardurra. He is a proven leader with 38 years of engineering experience. Having begun his ambitious career with the City of Fountain Valley including 13 years as director of public works/city engineer, Mark brings a perspective from a public agency professional, which has led to improved solutions, cost-effectiveness, and more robust protections against change orders and claims. He provides insight and guidance to a number of cities and water districts where he has provided onsite program and project management; staff assistance; organizational review; mentoring; capital project development; preparation of capital project bid packages; guidance on water and wastewater collection systems and design strategies to maximize cost efficiency and minimize ongoing maintenance; creative project funding strategies; review and strategy for development of municipal buildings; preparation of multi-year CIPs; landscape concept strategies; and preparation of traffic control, striping, and detour plans.

Mark's additional and notable accomplishments include chairing OCTA's Technical Advisory Committee and Technical Steering Committee on four separate occasions. He participated in drafting language for OCTA Measure M2 and met with government and business leaders throughout its development and ultimate passage. Mark has also been the chair of the Laguna Beach Water Commission, president of the OC City Engineers Association and president of OC Traffic Engineering Council. Mark is a leading mind in regional arenas of transportation, water works and civil services throughout Orange County.

**RELEVANT EXPERIENCE**

- Project/Utilities Management, City of Huntington Beach
- PM CIP, Brea, Lakewood, Laguna Hills Signal Hill
- PM, Funding, and Traffic Engineering, City of Lake Forest
- PM/Constructability Review, City of Seal Beach
- Project Management/Oversight Assistance, New HQ Building, East Orange County Water District, Orange
- Randall Avenue Street Improvements, City of Rialto
- Dir. of Public Works/City Engineer, City of Fountain Valley\*

\* Work performed prior to joining Ardurra





**LEA REIS, PE, QSD/P**  
Project/Construction Manager

**Education:** MS/2005/Business Administration/New York Institute of Technology; BS/1989/Aerospace Engineering/ University of Southern California, Los Angeles

**Registrations:** 2016/PE/Civil/CA #85395

**Certifications:** California Certified QSD/QSP

**Years of Experience:** 24 total/1 month with firm

Lea Reis, PE, QSD/P, is a registered civil engineer with more than 20 years of experience in the public and private sector, managing public and private projects for various cities throughout Southern California. Lea's career has given her valuable insight into the successful delivery of projects, from design through construction. Projects include disciplines such as roadway rehabilitation and traffic signals, water, sewer, and storm drain systems, buildings and facilities, and community parks. She is well-versed in ADA improvements and compliance, Caltrans and Greenbook standards and specifications, and constructability valuation. Lea's experience as Public Works Director for the City of Lawndale has given her valuable knowledge in city street maintenance and operations, engineering policies, and procedures to deliver successful projects on schedule and within budget.

#### RELEVANT EXPERIENCE

- Public Works Director/Civil Engineer, City of Lawndale\*
- FY 21/22 Street Rehabilitation, City of Lawndale\*
- Brookhurst Street Improvement from I-5 to SR-91, City of Anaheim\*
- Naranjo Park Beautification Project, City of Woodlake\*
- Capital Improvement Projects, City of Compton\*
- ADA Annual Sidewalk & Ramp Construction Programs, City of Long Beach\*
- Various CM Projects, City of Redondo Beach\*
- Jackie Robinson Community Center, City of Pasadena\*
- North La Brea Avenue Street Improvement Project, City of Inglewood\*
- Glenoaks Blvd. Street Resurfacing & Highway Improvement Project, City of San Fernando\*
- North Atlantic Blvd. Traffic Signal Synchronization Project, City of Monterey Park\*
- Whaley Park Concession Stand Installation, Long Beach\*
- Malibu Canyon Road and Pacific Coast Highway Traffic Signal Upgrade, Malibu Canyon\*
- Eastview Dog Park Design, City of Rancho Palos Verdes\*

\* Work performed prior to joining Ardurra



**BRADLEY WALDROP, PE**  
Transportation Services Group Leader

**Education:** BS/1999/Civil Engineering, CSU Sacramento

**Registrations:** 1999/PE/Civil/CA #C59724

**Honors:** Theodore D. Judah Transportation Engineer Award, ASCE Sacramento, 2023

**Years of Experience:** 33 total/2 with firm

Bradley Waldrop, PE, has a 33-year-long distinguished career of technical and operational excellence serving the civil engineering, construction management and public works industries. Bradley started his career in the development of new design and construction technologies to retrofit California's at-risk bridges after the Loma Prieta Earthquake. As his technical expertise expanded, he provided design leadership in long-span and signature structures such as the Interstate-40 Mississippi River Bridge, the North Viaduct of the Golden Gate Bridge, and the Benicia-Martinez Bridge. Bradley was part of a three-member team to invent a unique eccentrically braced frame system for steel buildings, now called Tru-Frame®. Today, Bradley focuses on delivering clever solutions to local public agencies biggest civil engineering challenges as he continues to deliver award-winning projects.

#### RELEVANT EXPERIENCE

- Wardlow Road Rehabilitation, City of Long Beach
- Superior Avenue Pedestrian/Bicycle Bridge and Parking Lot, City of Newport Beach
- Bridge and Structures Constructability On-Call Services, County of Riverside
- Roseville Parkway Bridge over False Ravine, City of Roseville
- Secret Ravine Parkway Bridge over False Ravine, City of Roseville
- Club Center Drive Bridge over East Drain Canal, City of Sacramento
- On-Call Engineering Consultant Services for Various Public Works Projects, County of San Benito
- Traffic Signal Safety Project, Sacramento
- Highway 111 Beautification, City of Indian Wells
- East Bidwell/US50 Interchange, Rancho Cordova
- The Ranch Plan Planned Community, Plan Check Services, County of Orange
- Carbon Canyon Booster Pump Stations No. 2 & 3, City of Brea
- Lower Los Angeles River Channel Restoration and Access Project, Paramount





**JOHN WOLITARSKY, CCM**  
Senior Project/Construction Manager

**Education:** BS/1986/Business Administration/USC Los Angeles  
**Certifications:** Certified Construction Manager (CCM)/Construction Management Association of America #10457  
**Years of Experience:** 37 total/7 with firm

John Wolitarsky, CCM, has delivered critical public facility, recreation, aquatics, roadway, water and utility improvement projects for many Southern California cities and regional agencies. He has managed high-profile arterial roadway improvements, such as the City of Fountain Valley's \$3.2M Edinger Avenue-Harbor Boulevard rehabilitation. John's equally extensive water project background includes the renewal and replacement of domestic water and sewer lines and reservoirs. For the City of South Pasadena, John directed the \$20M Garfield Reservoir replacement. His public facility improvement work also includes recreation complexes, fire stations, fountains and parks and aquatic centers, such as the \$22M City of Bell Gardens Ford Park Aquatic Center.

**RELEVANT EXPERIENCE**

- Cypress Police Department Seismic Retrofit, Emergency Operations Center, and Modernization Project, City of Cypress
- Fountain Valley Recreation Center Exterior Improvements, City of Fountain Valley
- Sanitary Sewer Facilities Rehab, City of Redondo Beach
- 15th Street Bike Boulevard of Parks, City of Long Beach
- Redondo Beach South Bay Regional Intermodal Transit Center, City of Redondo Beach
- Mary K. Giordano Regional Transit Center, City of Torrance
- Burton Way Median Green and Water Efficient Landscape Project, City of Beverly Hills
- Laguna Channel Improvement Project, City of Laguna Beach
- Residential Roadway Rehabilitation Project, No. GT229, City of Fountain Valley
- Carson Street Master Plan Implementation, City of Carson
- Hermosa Avenue Pavement Resurfacing Project, City of Hermosa Beach
- Euclid Street Rehabilitation and Resurfacing, City of Fountain Valley
- Edinger Avenue and Harbor Boulevard Rehabilitation and Resurfacing, City of Fountain Valley
- Whitewater Preserve Flood Control Project, Wildlands Conservancy, Oak Glen



**GAFUR OYEWO**  
Inspection Services Mgr/Sr. Construction Mgr

**Education:** MS/2020/Asset Integrity Management/Robert Gordon University, Aberdeen, Scotland; BEng/2011/Naval Architecture/State University of New York, Maritime College  
**Certifications:** OSHA 10-Hour Construction & Safety; OSHA 30-Hour Construction & Safety  
**Years of Experience:** 14 total/3 with firm

Gafur Oyewo brings 14 years of project and construction management experience, with proficiency in large-scale public works project administrative/management processes such as critical path management (CPM), project scope management, payment/requisition processing, and safety management. He has extensive knowledge in commercial and residential property rehabilitation and restoration as well as floating and fixed marine asset dry-docking and repair. His experience spans projects involving a diverse range of installations, which include landscaping, roofing, asbestos abatement, masonry, steel structure erection, concrete, electrical, plumbing, and interior renovation.

**RELEVANT EXPERIENCE**

- Orangewood Avenue Improvements (from State College Boulevard to the Santa Ana River), City of Anaheim
- Ocean Place Construction Management and Inspection, City of Seal Beach
- Mary K. Giordano Regional Transit Center, City of Torrance
- Redondo Beach South Bay Regional Intermodal Transit Center, City of Redondo Beach
- Alamitos Beach Concession Building, City of Long Beach
- Telecommunication Poles Coordination and Inspection, City of Anaheim
- Palos Verdes Estates Guardrail Replacement Project, City of Palo Verdes
- CM and Inspection Services for the Equipping of Well Commission 22A (O-0746), Long Beach Water Department
- Knott Avenue Water Main Replacement – Phase 1 Design-Build, City of Anaheim
- Belmont Plaza Pool Rebuild/Revitalization Project, City of Long Beach
- Borough of Manhattan Community College Entrance Plaza Rehabilitation, Dormitory Authority of the State of New York\*
- Shirley A. Chisholm State Office Building Restoration Project, New York State Office of General Supply, NY\*

\* Work performed prior to joining Ardurra





**DON WREN, JR.**  
Senior Public Works Inspector

**Education:** College Coursework

**Certifications:** Water Distribution D-1 Certification; Competent Person Training; SWPPP, BMPs Training; Water Treatment Inspection Training; Inspection Training

**Years of Experience:** 32 total/10 with firm

Don Wren, Jr. has inspected and overseen the construction of capital improvements for more than 30 years. Don brings a comprehensive background in directing and ensuring the quality of projects involving road and water infrastructure. He has worked with the Cities of Irvine, Fontana, Rancho Cucamonga and Chino as well as regional agencies such as the County of Imperial and Cucamonga Valley Water District. He also brings substantial expertise in materials testing.

**RELEVANT EXPERIENCE**

- On-Call Citywide Public Works Inspection, City of Irvine
- Orange County Great Park South Lawn Pump Station, City of Irvine
- CDC Fire Station No. 20, City of Irvine
- Jamboree Road-I-5 Widening and Interchange Improvements, City of Irvine
- 2017-22 Street Pavement Maintenance Rehabilitation Project, City of Corona
- State College Boulevard and La Palma Intersection Widening Improvements, City of Anaheim
- Laguna Canyon Channel Facility 102 Inspection and Erosion Protection Animal Shelter Inspection, City of Laguna Beach
- Cherry Avenue Widening, City of Fontana\*
- Street Widening and Infrastructure Improvements, City of Fontana\*
- Riverside Drive Improvements, City of Chino\*
- SR-210/SR-30 Conversion and Expansion Project, Cucamonga County Water District\*
- Storm Drain, Water and Sewer Maintenance, City of Corona\*
- Promenade Park, City of Corona\*
- Heritage Community Park, City of Fontana\*
- Alicia Parkway from Mission Viejo City Limits to Santa Margarita Parkway South-Bound Lanes, City of Rancho Santa Margarita\*

\*Prior to joining Ardurra



**ERIC EGURROLA**  
Senior Public Works Inspector

**Education:** AS/Water Utility Science/Rancho Santiago College

**Registrations:** State of California Water Treatment Operator T2, #18635; State of California Water Distribution Operator D3, #8151

**Certifications:** NUCA Trenching and Excavations; 8-Hour Safety, Competent Person Training; Fall Protection 8-Hour, Competent Person Training; NUCA Confined Space Entry Training; Traffic Control Technician Training

**Years of Experience:** 26 total/7 with firm

Eric Egurrola is a senior construction inspector with 26 years of experience on public works projects. For more than a decade, Eric served as a staff construction inspector with the City of Fullerton. Eric has also inspected public works construction for the Cities of Irvine, Anaheim, Newport Beach, Palos Verdes, Manhattan Beach, Rancho Cucamonga, Brea, Ontario, and South Gate. Eric brings significant water infrastructure construction and rehabilitation project experience. His inspections have involved water and sewer lines, storm drains, pump stations, reservoirs, and wells.

Equally strong is Eric's project background in the inspection of road widening and extensions, pavement rehabilitation, and the removal and replacement of curbs and gutters, and sidewalk. He is proficient in the Caltrans LAPM and WATCH manual. Eric has also inspected projects involving public buildings, residential developments, schools, and landfills. To all projects, Eric brings meticulous attention to detail and the ability to communicate clearly and courteously with all project stakeholders, including residents and business owners impacted by construction.

**RELEVANT EXPERIENCE**

- On-Call Citywide Public Works Inspection, City of Irvine
- ADA Facility Improvements, Operations Support Facility-Building 1, City of Irvine
- Annual Street Rehabilitation and Slurry Seal, City of Irvine\*
- Lakeview Senior Center Rehabilitation, City of Irvine\*
- Harvard Avenue Roadway and Streetscape Rehabilitation, City of Irvine\*
- On-Call Inspection Services Contract, Irvine Ranch Water District, Orange County
- Annual Concrete Rehab, CIP No. 199, City of Cypress
- Francis Street Storm Drain Project, Ontario
- Superior Avenue Pedestrian/Bicycle Bridge & Parking Lot, City of Newport Beach

\* Work performed prior to joining Ardurra



## E. RELEVANT PROJECT EXPERIENCE AND REFERENCES

### CAPITAL IMPROVEMENT PROJECTS PROJECT MANAGEMENT AND CONSTRUCTION MANAGEMENT

*City of Anaheim*

**Contact:** Jake Hester, Water Engineering and Design Manager; 714.765.4421; [jhester@anaheim.net](mailto:jhester@anaheim.net); and Brenda Medina, former Anaheim Construction Contract Administrator (currently with UC Irvine); 714.679.1231; [brenda.medina@uci.edu](mailto:brenda.medina@uci.edu)

**Dates:** 03/2017 – ongoing **Project Value:** \$90 million

Ardurra provides PM/CM services to oversee completion of more than \$90 million in capital improvement projects involving telecommunications, structural, water/wastewater, and utility undergrounding. Challenges have included existing utility conflicts and the coordination with outside utility companies for their existing utilities as they relate to the project. Our proactive approach, constant communication including several meetings prior to construction help facilitate and expedite permit reviews and approvals, as well as schedule of work coordination. Some representative projects include:

- **Orangewood Avenue Improvements.** Contract administration and construction management for this multi-faceted road widening project on Orangewood Avenue from State College Boulevard to the Santa Ana River. This project spans a largely commercial area within proximity to several freeways and highways along the south entrance to Angel Stadium of Anaheim. This widening project consists of electrical undergrounding with telecommunication lines relocation, installation of new City of Anaheim and City of Orange water mainline, traffic signal improvements, and a new variable message board. Widening improvements include roadway widening and paving, sidewalks, slough walls, curbs and gutters, retaining/block/soundwalls, driveways, cross gutters and spandrels, drainage improvements, catch basins, WQMP BMP improvements, Disney Resort-Style hardscape and landscaping, irrigation improvements, and signing and striping.
- **Underground Conversion Plan Projects.** Contract administration for three projects that are part of a City five-year program. The initiative is relocating overhead power and communications systems underground. The work is intended to improve aesthetics, replace antiquated equipment and enhance the reliability of the area's electrical system. Typical work includes undergrounding 69kV transmission and 12kV distribution systems, installing streetlights and service connections and demolishing overhead power, telephone and cable television lines.
- **Fire Station No. 5.** Contract administration and construction management for the \$5.4-million design-build construction of a 9,400-square-foot fire station on one acre. The station can house up to eight firefighters. Station design included parking, driveways, sidewalks, walls, fences, landscaping, water, sewer gas, telephone/cable and electrical utilities, transmissions lines and facilities. **Winner of 2018 BEST Award from the Southern California chapter of APWA.**
- **Citywide Sanitary Sewer Improvement Program/Projects, Group 6.** Contract administration and construction management for \$2-million project to build more than 4,200 linear feet of 24-inch, 18-inch, 15-inch and 10-inch vitrified clay pipe (VCP) sewer mainline. Project constructed 19 manholes, removing the existing mainline and manholes, rebuilding the street and installing new traffic loops, striping and pavement markers.



- **La Palma Water Complex – Reservoir Rehabilitation and Pump Station Replacement.** Contract administration for \$9.3-million reservoir and pump station project. Managed demolition of 3-MG reservoir and pump station. Directed rehabilitation of 4-MG reservoir, construction of new pump station, and abandonment of inactive well.
- **Indiana Street Water Main Replacement.** Contract administration and construction management for one of the City’s first design-build projects, which consisted of the construction of approximately 2,400 LF of 6-inch ductile iron CL 52 zinc-coated water main, and 200 LF of 8-inch ductile iron CL 52 zinc-coated water main located along Indiana Street between Broadway and South Street. The project also included the replacement of fire hydrants, valves, water services, and appurtenant structures.
- **Rehabilitation of Pressure Regulating Stations (PRS) 30 and 31 and Relocation of PRS-32 and -43 and Construction of New PRS-73.** Contract administration and CM services for completion of various on-call water utilities projects for the Water Utilities Engineering group. The work consists of contract administration and construction management services for PRS 30, 31, 32, 43, and 73 project, and construction management services overseeing the closeout of the PR-58, M-2 and M-8 projects.

## ON-CALL PUBLIC WORKS CONSTRUCTION MANAGEMENT AND INSPECTION

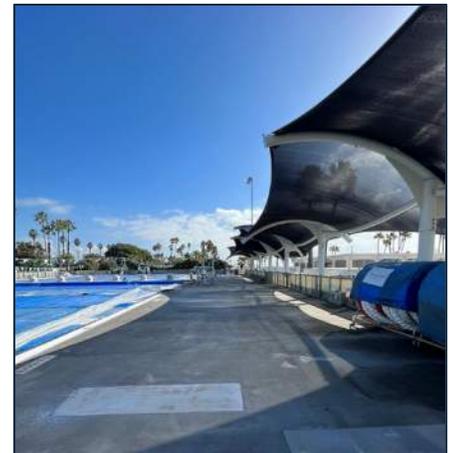
*City of Long Beach*

**Contact:** Eric O. Lopez, Public Works Director; 562.570.5690; [Eric.Lopez@longbeach.gov](mailto:Eric.Lopez@longbeach.gov)

**Dates:** 08/2016 – ongoing **Project Value:** \$30 million

Ardurra is providing the City with on-call construction management and inspection services geared toward a wide range of public works projects, from street rehabilitation to storm drains. The bench of professionals assigned to this contract includes project managers, construction managers and construction inspectors, as well as deputy inspectors for work related to buildings and other types of structures. Example projects include:

- **Belmont Myrtha Pool Repairs, Phase 1 & 2.** CM services to oversee \$2.6M construction activities for the maintenance and repairs required to address deteriorated pool amenities and to ensure continued operation. Improvements for both phases include spalled and cracked deck concrete; exposed deck reinforcing steel; spalled and cracked concrete stair treads; corroded stair steel pans; corroded stair steel structural support; upgraded drainage system; removal and replacement of existing bleachers; removal and replacement of damaged concrete deck; and removal and replacement of existing corroded fencing.
- **Daisy-Myrtle Bicycle Boulevard.** Ardurra managed construction of this 9.5-mile, north-south bikeway extending from downtown Long Beach to north Long Beach. This project, part of the City’s Bicycle Master Plan, creates a safer way for cyclists to reach the Wrigley, Los Cerritos and Bixby Knolls neighborhoods. The Class 1 bike path bikeway runs along Daisy Avenue to the south and Myrtle Avenue to the north. ***ACEC California recognized this project with a 2019 Engineering Excellence Award.***



- **6<sup>th</sup> Street Bicycle Boulevard.** Ardurra provided project and construction management for creation of an east-west bicycle boulevard along 6<sup>th</sup> Street. The 2.5-mile route extends from Junipero Avenue on the east to Bellflower Boulevard on the west. The project installed a Class 1 bike path, traffic circles, a roundabout with curb extensions and bioswales to control drainage and a bump-out and curb extensions. The project also added bike loop detection to an existing traffic signal, signage and fresh pavement markings.
- **Heartwell Park Central Irrigation Renovation.** Ardurra is providing pre-construction services and reviewing plans and specifications for construction, supporting and collaborating with the Construction Management Division and other as-needed duties may include completing assignments from the Construction Services Officer.

## REDONDO BEACH SOUTH BAY REGIONAL INTERMODAL TRANSIT CENTER PROJECT

*City of Redondo Beach*

**Contact:** Andrew Winje, City Engineer; 310.697.4661; [Andrew.Winje@redondo.org](mailto:Andrew.Winje@redondo.org)

**Dates:** 06/2020 – 01/2023 **Project Value:** \$13,225,000

Ardurra provided CM and inspection along with other professional services required to undertake and successfully manage construction of this modern multimodal transportation facility located adjacent to the Galleria, south of Target along Kingsdale Avenue in the city of Redondo Beach. The facility is a huge upgrade for the community from the antiquated transit center that was in operation for nearly 30 years. This functional and aesthetically pleasing transit center improves regional mobility, linking Beach Cities Transit with other regional transit providers such as Los Angeles Metro, Torrance Transit, Trans, and Lawndale Transit, along with pedestrian and bicycle access to



these services. By providing alternate transportation opportunities, this facility supports statewide goals of reducing single-occupancy vehicles and greenhouse gas emissions. The 2,900-square-foot building is certified LEED Silver and involved the installation of all required controls and accessories for a fully functioning Title 24-compliant lighting control system and surveillance network. The facility also has a storm drain capture system that can retain tens of thousands of gallons of stormwater.

Amenities and services to transit passengers include 11 bus bays in the transit terminal area, a ticketing vending machine, signalized crosswalks, passenger waiting area with restrooms, parking lot with 320 spaces, short-term parking area for 13 vehicles, 12 bicycle storage lockers, and security

cameras. For staff, the facility provides operator layover amenities, offices, and private restrooms.

### ***This project received the following awards:***

- 2024 Merit Award, ACEC California
- 2023 Project Achievement Award for Transportation: Roads and Highways in the range of \$10M - \$50M, Construction Management Association of America (CMAA) Southern California Chapter
- 2023 BEST Project of the Year (Facilities Category), American Public Works Association (APWA) Southern California Chapter



## F. UNDERSTANDING AND APPROACH

### PROJECT/CONSTRUCTION MANAGEMENT CAPABILITIES

Numerous municipalities and agencies throughout the region have entrusted Ardurra with their PM, CM, and inspection needs. Our team has experience with a wide range of projects, including roadway reconstruction, streetscape revitalization, pavement rehabilitation, sidewalk and ADA pedestrian ramp installation, drainage improvements, parks, playgrounds, shade structures, sports fields, decorative concrete sidewalks, landscaping, irrigation, traffic signals, street lighting, water feature construction, water and sewer treatment and pumping facilities, storage, and pipeline installation/rehabilitation, as well as managing multi-project capital improvement programs. In addition to the types of projects mentioned above, we also provide vertical construction management and inspection on projects such as fire stations, police precincts, recreation centers, and libraries. We deploy time-tested procedures and best management practices for the most vital project elements:

- Safety
- Public outreach
- Schedule
- Measurement and payment
- Change management
- Claims avoidance
- Budget and cash flow
- Utility coordination
- Documentation protocol and communication
- Quality assurance
- Labor compliance
- Project commissioning, acceptance, and closeout

Not only is Ardurra successful at delivering PM and CM services, but our professionals are considered leaders in the industry. They are frequently engaged to train public agency staffs and develop or improve standardized public agency department systems, procedures, and processes that incorporate industry best practices across capital project and development permit delivery. We have expert in-house resources including former Public Works Directors and City Engineers who offer valuable insight from a municipality's perspective and are continuing to improve the efficiency and effectiveness of the municipal engineering process.

Our staff members maintain current registrations/certifications in their respective specialties, including registered professional engineers and Qualified SWPPP Practitioners (QSP) and/or Qualified SWPPP Developers (QSD). Our team is well-versed in CPM scheduling, construction means and methods, web-based documentation, WATCH requirements, Caltrans Local Assistance Procedures Manual, Greenbook General Specifications, and water pollution control regulations. Ardurra can assist through every phase of the project, from design to pre-bid through construction to closeout.

Our team has worked on numerous federally funded projects over the years and has well-established and proven templates that have been used as examples by Caltrans. We have an excellent track record for delivering exception free federally funded project oversight reviews and federal audits.

We also have in-house a comprehensive bench of inspectors that bring experience in all aspects of public works inspection. Our inspection team averages 25 years of experience and are competent, knowledgeable and will conform to California Building Standards Code/Title 24, City of Irvine codes and ordinances, federal grant requirements, Caltrans LAPM, Greenbook, APWA standards, and, where appropriate, LEED, DSA, and OSHPD standards.

Ardurra has a history of providing services for large on-call contracts to numerous agencies throughout California. Because of this experience, Ardurra has a strong understanding of how to address project issues and the needs of public agencies for multiple, concurring tasks. This experience allows us to provide responsive teams led by experienced task managers to solve the needs of our clients in a timely manner.



Detailed examples of our project experience similar to this scope of work are provided in Section 3 – Referenced Projects. Below is a partial list of recent on-call PM/CM services contracts with local municipalities:

- Anaheim On-Call Engineering & Design Services for Public Works Projects
- Anaheim PM/CM for Various CIP Projects
- Anaheim Public Utilities Department As-Needed Engineering, CM & Inspection
- Brea As-Needed PM, Engineering Design & Plan Check
- Brea Construction Management & Inspection Services
- Burbank On-Call Professional Planning, Transportation Planning, Building & Safety, Parks, and Public Works Consulting Services
- Coachella Valley Water District On-Call PM Support
- County of Los Angeles Building & Safety Inspection and Permit Technician Services
- County of San Diego Building Inspection Services
- County of San Diego Field Inspections/Special Inspections
- Cypress On-Call City Engineering/CM/Testing & Inspection
- Elsinore Valley Municipal Water District Near Term Water Supply & CIP Program Management
- Fullerton On-Call Professional Engineering Services/Staff Augmentation
- Hawaiian Gardens On-Call City Engineering/CM/Testing & Inspection Services
- Huntington Beach On-Call Civil Engineering, Surveying & Professional Consulting Services
- Irvine On-Call Inspection Services
- Laguna Beach Project Management
- Laguna Hills On-Call Municipal Engineering/PM
- Lake Forest On-Call Municipal Engineering/Staff Augmentation & Inspection
- Lakewood City Engineering Services & On-Call PM/CM
- Long Beach Citywide CIP Project Management
- Long Beach On-Call CM & Inspection Services
- Long Beach Water Dept. Engineering Services for CIP Program/Project Management
- Manhattan Beach On-Call PM Services for Various Projects
- Oceanside As-Needed Project Management Services
- Ontario On-Call Construction Management & Inspection
- Orange County Project Management
- Placentia On-Call Civil Engineering Services
- Santa Ana On-Call CM & Inspection Services
- Seal Beach Municipal Engineering & Staff Augmentation
- Seal Beach PM & Constructability Review for Various Sewer Projects
- Signal Hill On-Call City Engineering/Plan Check

### GENERAL APPROACH

Ardurra has a history of providing services for large on-call contracts to numerous agencies throughout California. Because of this experience, Ardurra has a strong understanding of how to address project issues and the needs of public agencies for multiple, concurring tasks. This experience allows us to provide responsive teams led by experienced task managers to solve the needs of our clients in a timely manner.

The Ardurra approach to project/construction management and inspection is designed to safely deliver a high quality project on time and within budget, while monitoring and enforcing compliance with requisite codes, standards, permits, plans, and specifications. The firm uses proven methods for performing the multitude of tasks that dictate the success of a construction project, maintaining continual and transparent communication.

The Ardurra team fosters productive collaboration and cooperation among all stakeholders, from the contractor to local businesses to residents. Potential challenges are proactively identified and addressed before they become significant budget issues and schedule delays.

***By utilizing Ardurra, clients are kept informed on a real-time basis and know that Ardurra's guiding principle is to always act in its client's best interest.***



## G. SCOPE OF WORK

Ardurra accepts the scope of services as presented in the City's request for qualifications to include but not be limited to contract administration, resident engineer, project management, construction inspection, and construction site manager. Ardurra will be utilizing in-house staff to complete the assignments to meet City needs and incorporate the services of Ninyo & Moore for as-needed material testing. As detailed below, we have outlined Ardurra's approach to the scope of work for construction management services. The Ardurra team fosters productive collaboration and cooperation, from stakeholders, to the City and public utilities, to the contractor, and to local businesses and residents. Our firm uses proven methods for performing the multitude of tasks that dictate the success of a construction project.

**Contract Administration** Ardurra specializes in contract administration services and have provided and continue to support these services to the Cities, such as Anaheim and Santa Ana. The scope of services includes monitoring and administering public works capital improvement projects to confirm compliance with project contract documents, budgets and schedule. Review and approve contractor pay applications, review and approve change orders, and refute and settle project claims in the best interest of the City. Ardurra is well-versed and experienced supporting projects using either traditional design-bid-build or design-build delivery methods.

**Resident Engineer** Ardurra specializes in resident engineer support services and also presently supports resident engineer services to the several Southern California Agencies. The scope of services includes but is not limited to reviewing and approving schedules and submittals, reviewing RFIs, drafting letters, reviewing change order requests and performing independent change order estimates, monitoring construction progress, pay applications, preparing and conducting progress meetings, and analyzing claims.

**Critical Issues** Ardurra specializes in providing construction management and inspection services to public agencies. Recognition and implementation of key, time-tested solutions on the following typical issues is imperative to the successful completion of public capital improvement projects.

**Safety** First and foremost, Ardurra always considers safety the most important issue on any construction project. Ardurra managers and inspectors are at a minimum 10-hour OSHA-certified. Our team will recommend key safety provisions to require the contractor to have competent safety personnel and site-specific safety programs employed on the project at all times and will monitor the contractor's operations for compliance with the project safety requirements and requisite provisions of state and federal law.

**Protocol and Communication** Timely and concise communications are essential to the successful completion of any construction project. Protocol will be determined as appropriate for each project and maintained for the project duration.  The Ardurra PM/CM team is experienced with serving as the primary project contact, acting as the hub of communication with timely distribution of requisite correspondence and documentation to all respective stakeholders as applicable. In addition to time-tested and efficient construction administration and project controls procedures, documents, and programs, Ardurra offers the web-based collaboration of Procore or CIPO. Both software are widely used cloud-based construction software that maximize the efficiency of managing construction projects while connecting project participants to critical project documents and real-time project data.

**Quality Assurance/Quality Control Management Process** Ardurra's construction management quality assurance and quality control process start with standardization of successful procedures. All projects utilize Ardurra's standardized project electronic filing system, which is mirrored with a binder-based hard copy indexed system.

**Constructability Review of Bid Documents** Constructability reviews will be conducted as requested by the City. A punch list of comments and recommendations will be submitted to the City for consideration and implementation with the project designer.

**Bid Analysis** Diligent and time-tested procedures for review and evaluation of bids will be utilized as the basis Ardurra's recommendation to the City of the contractor to be selected. The following items will be researched, reviewed, and analyzed.

**Documents Tracking and Control** Complete and current project files shall be kept at the job site, or at a location agreeable to the City and shall always be available to the City.



**Weekly Statement of Working Days** The Ardurra construction manager will prepare a weekly statement of working days (WSWD), in conformance with LAPM Exhibit 16A, Form CEM-2701, documenting the construction progress, time of completion, delays and time extensions, and submit to the Contractor and the City on a weekly basis.

**Documentation Interpretation and Technical Assistance** Ardurra will perform the coordination between the contractor, design team and City staff to clarify any questions for interpretation of the construction documents. Timely, firm and fair determinations will be processed to minimize cost and time impacts to the project.

**Written Instruction** Ardurra will issue written instructions to the contractor regarding routine matters and/or follow-up of verbal instructions as necessary to properly document project issues.

**Preconstruction Conference** Ardurra will coordinate and conduct the pre-construction meeting including notification to the Contractor, utility agencies, and other stakeholders, and prepare the meeting agenda and minutes. The pre-construction meeting will be coordinated and conducted in accordance with Chapter 16 of the LAPM.

**Construction Progress/Coordination Meetings and Periodic Project Team/Stakeholder Meetings** Stakeholders will focus on the following items.

Progress during the period	Anticipated or pending change orders	Progress and major decisions during the last week
Major decisions made	Impacts of problems or change orders on schedule and budget	Update of unresolved items from previous meetings
Planned vs. actual schedule	Discussion of new goals	Status of submittals and change orders
Upcoming work schedule	Planned vs. actual budget analysis	Special meetings to discuss important/urgent issues or which require detailed discussion or review of plans and specifications.
Current/unresolved problems	Contractor’s detailed four-week look-ahead schedule	Status of submittals and change orders

**Field Public Outreach** The Ardurra team is empathetic to the motorists, pedestrians, cyclists, residents, and businesses that are affected by construction operations, and we will take a lead role to address public relations concerns. All inquiries and issues will be listened to and documented with accurate contact information for prompt follow-up. We are adept at mitigating impacts throughout the construction process and addressing issues expeditiously for resolution in the field whenever feasible. Any issues that cannot be immediately addressed in the field will be communicated through appropriate protocols with recommendations for the most efficient resolution. Ardurra will expedite implementation of the solution that serves the project’s best interests, as mutually determined with the City, contractor, and affected parties. We take a proactive approach to reach out to the public, resulting in the successful completion of public works improvement projects in close proximity to adjacent property owners. Strict adherence to allowable working hours, and noise and dust control requirements will be imperative to minimize impacts. Feasible mitigations and PR measures to issues identified will be implemented immediately to minimize impacts to the surrounding public uses. Ardurra’s **Community and Public Relations** group can provide the City with added support for larger and more political outreach programs.

**Daily Construction Observation Reports** Ardurra will compile daily observation reports documenting the Contractor’s workforce, material and equipment used, a summary of construction activities, field problems, disputes or claims, resolutions of issues and directions given to the Contractor. The daily reports will follow Exhibit 16-C of the LAPM and will also be utilized for spot-checking the Contractor’s Labor Compliance in accordance with Section 16.7.

**Storm Water Pollution Prevention/Erosion Control** Ardurra will enforce all provisions of the Storm Water Pollution Prevention Plan (if ultimately required) and/or other requisite requirements set forth in the specifications. Upon a weather report of expecting rain, a site walk will be conducted to verify that best management practices are in place and well maintained.



**Traffic Controls** Ardurra will oversee proper implementation of the traffic control plans by the Contractor and require corrections and diligent maintenance when required.

**Photographs** Photos shall be taken before construction begins, during construction, and upon completion of the project. Photo files will be maintained electronically, utilized to support project activities and documentation throughout the project, and provided to the City at the end of the project.

**Submittal Processing** The CM will track all correspondence and submittals on this project. Ardurra will receive all contractor submittals and review them for completeness and general conformance with the contract documents.

**Materials Control** The CM Team will establish a material receiving process on site such that all materials deliveries are accompanied by proper delivery documentation satisfactory to confirm all products comply with the plans and specifications, approved submittals and bear the requisite certificate of compliance for source, product type and Buy America, as applicable.

**Solutions** Our proactive approach serves to anticipate and expeditiously resolve field problems. Our team is well trained in problem-solving. All issues are processed with a sense of urgency and presented to the City with suggested alternatives, cost and schedule impacts and recommended solutions.

**RFIs** Upon receipt, the CM will log, distribute, and respond to each Request for Information (RFI) as required. It is anticipated that most will be handled upon receipt. If the design engineer or any member of the City staff is required to answer questions, the CM or Inspector will coordinate a timely resolution.

**Change Orders** Each issue, which is identified as a potential change to the design, scope, cost, or contract time, will generate change notice. The CM will determine whether a change notice should be considered. The plans and specifications will be reviewed against the change notice. If the issue does not appear to be included in the plans or specifications, a Request for Quotation (RFQ) will be sent to the Contractor.

**Force Account Daily Extra Work Reports** Ardurra will verify and sign the contractor's daily extra work reports documenting force account (time and materials) work. Ardurra will monitor that only appropriate worker classifications necessary for approved time and materials work is included on extra work reports.

**Claims Avoidance** Ardurra will assist the City with claims filed by the Contractor in accordance with the guidelines set forth by the LAPM Section 16.15, the general specifications, and the standard specifications. Ardurra is well-versed at negotiating and resolving claims amicably between contractors and public agencies.

**Schedule Review** Ardurra's CM will review the baseline construction schedule including activity sequences and duration, schedule of submittals, and schedule of delivery for products with long lead-times.

**Schedule Control** During the progress of construction, the Ardurra CM will compare the contractor's schedule updates to the baseline schedule and any approved time extensions, note any shortcomings, and monitor and track corrections by the Contractor to keep the project schedule on track. If necessary, Ardurra will negotiate time extensions due to change orders or other delays.

**Inspection Services** Inspection services will include but are not limited to the following tasks and will be performed on a daily basis: review and familiarization with contract documents, participate in pre-construction meetings, other meetings, and conferences, as required, be present always, including weekends when construction is in progress, review and in conjunction with the City's project manager, enforce the contractor's proposed construction schedule, monitor and document the contractor's compliance with plans, specifications, and referenced standards, assist in the review of "submittals" required by the specifications, assist with coordination between City's project manager, contractor, and any other entities that may be involved, review contractor performance, and expedite corrective measures for discrepancies as they occur, provide assistance and direction to technicians performing material tests.

**Progress Payment Processing** A cost control system, based on the approved schedule of values, approved change orders, and the contract amount, shall be developed and implemented to monitor progress costs.

**Cashflow Management (Preliminary Notices, Releases and Stop Notices)** Ardurra recognizes that the diligent monitoring and tracking of preliminary notices, conditional and unconditional releases is an important component of public construction management,



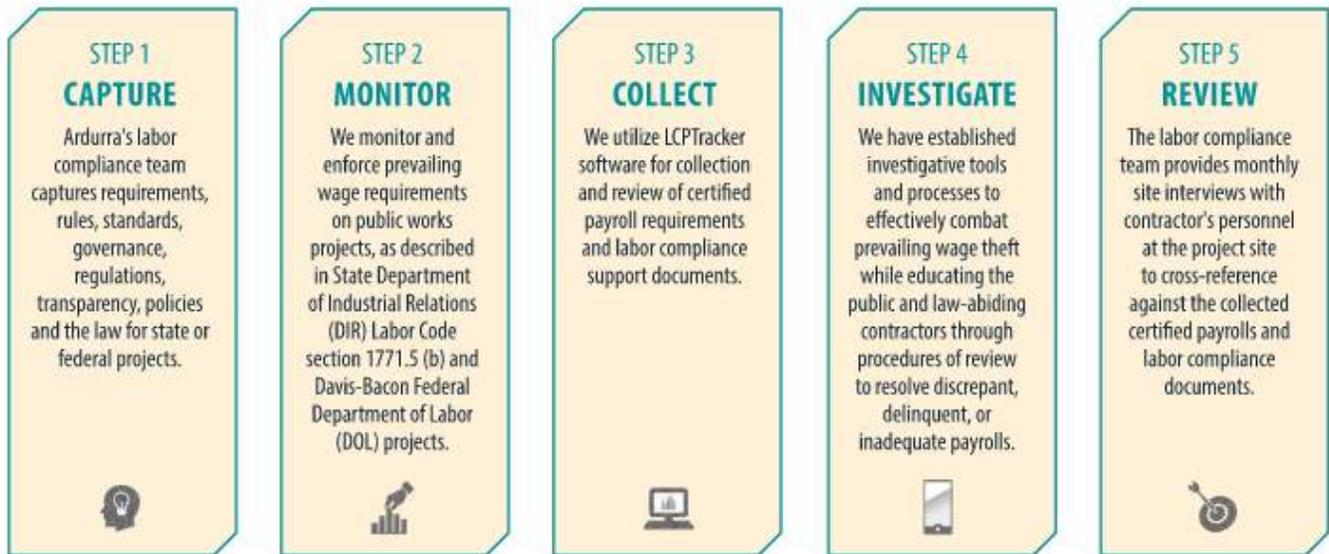
enables the team to stay abreast of the construction contract cash flow and provides for excellent documentation of prompt payment as required by agency funding.

**Labor Compliance** Ardurra's **Labor Compliance** group's established program is a 5-step process to capture, monitor, collect, investigate, and review through Cracker, which is a certified payroll reporting software. Our process of actively monitoring prevailing wage requirements, allows for real-time monitoring of the required documents, DAS140, DAS142, fringe benefit statements, monthly union status, CAC-2 Training Fund Contributions, express, and other requirements of the awarding body.

The Ardurra team will work proactively and cooperatively with the contractor to monitor and enforce the City's and funding agencies' requirements for labor compliance, as follows:

- Verify contractor and subcontractor eligibility through the State Contractor's Licensing Board, DIR contractor registration, and state debarred list.
- Serve as the primary contact person for labor standards issues related to state and federal labor codes. The consultant shall attend the preconstruction conference to provide the contractor and subcontractor(s) with contractor labor compliance handouts and to review the applicable labor standards requirements as mandated by State of California labor compliance requirements.
- Inform contractors of the prevailing wages requirements. All services performed under the agreement will be subject to payment of the applicable prevailing wage for personnel performing the work. The submittal of certified payroll records will be required as work is performed or when they are needed to verify compliance with state/federal labor codes. Certified payroll submittals will be available for review by the City and directly submitted to the DIR.

#### LABOR COMPLIANCE 5-STEP PROCESS



**QA/QC** Ardurra will implement the City's established Quality Assurance Plan (QAP) as outlined in Section 16.14 of the LAPM for Non-NHS projects. Ardurra will coordinate QA/QC activities daily and review activities as they happen to make sure that QA/QC procedures are followed, and deficiencies are resolved in a timely and efficient manner. QA/QC is an ongoing task throughout the duration of the project. Our strategic approach to a quality, timely, and cost-sensitive product includes the following elements:

- Understand the project.
- Select the right people for the project.
- Frequent communication and tracking of project progress are integral to our approach to make sure there are no surprises. Utilize our project management tools that forecast staff requirements and labor allocations three months in advance. Proper documentation is critical for all projects and will comply with the City's requirements.



**Testing and Observations** The CM and inspection team will coordinate laboratory, jobsite, and offsite/source inspection and testing of construction materials and required observations per the QAP, LAPM, construction documents, construction codes, and Jurisdictional Agencies.

**Project Closeout** Ardurra will expedite close-out of the project according to the plans and specifications, receipt of close out submittals from the Contractor, and preparation of the required forms per Chapter 17 of the LAPM including the federal report of expenditures, report of expenditures checklist, final inspection form, federal aid final invoice, final DBE utilization report, materials certificate, statement of materials used by contractors, other supplemental forms, and/or backup documentation.

**Pre-Final Inspection** The CM and lead inspector will perform the final job walk and prepare the punch list (deficiency list). Ardurra will coordinate and observe completion of required corrections. Should the Contractor lag on a portion of the completion of project work, Ardurra will estimate the value of the incomplete items and recommend specific retainage in accordance with the contract to preserve the City's interest.

**Final Inspection** All corrections must be made before Ardurra recommends processing of the "Notice of Completion". Upon completion of the punch list and final sign off by all project stakeholders, Ardurra will make a recommendation to the City regarding the Contractor's final progress payment request and prepare final progress payment report for submission to the City.

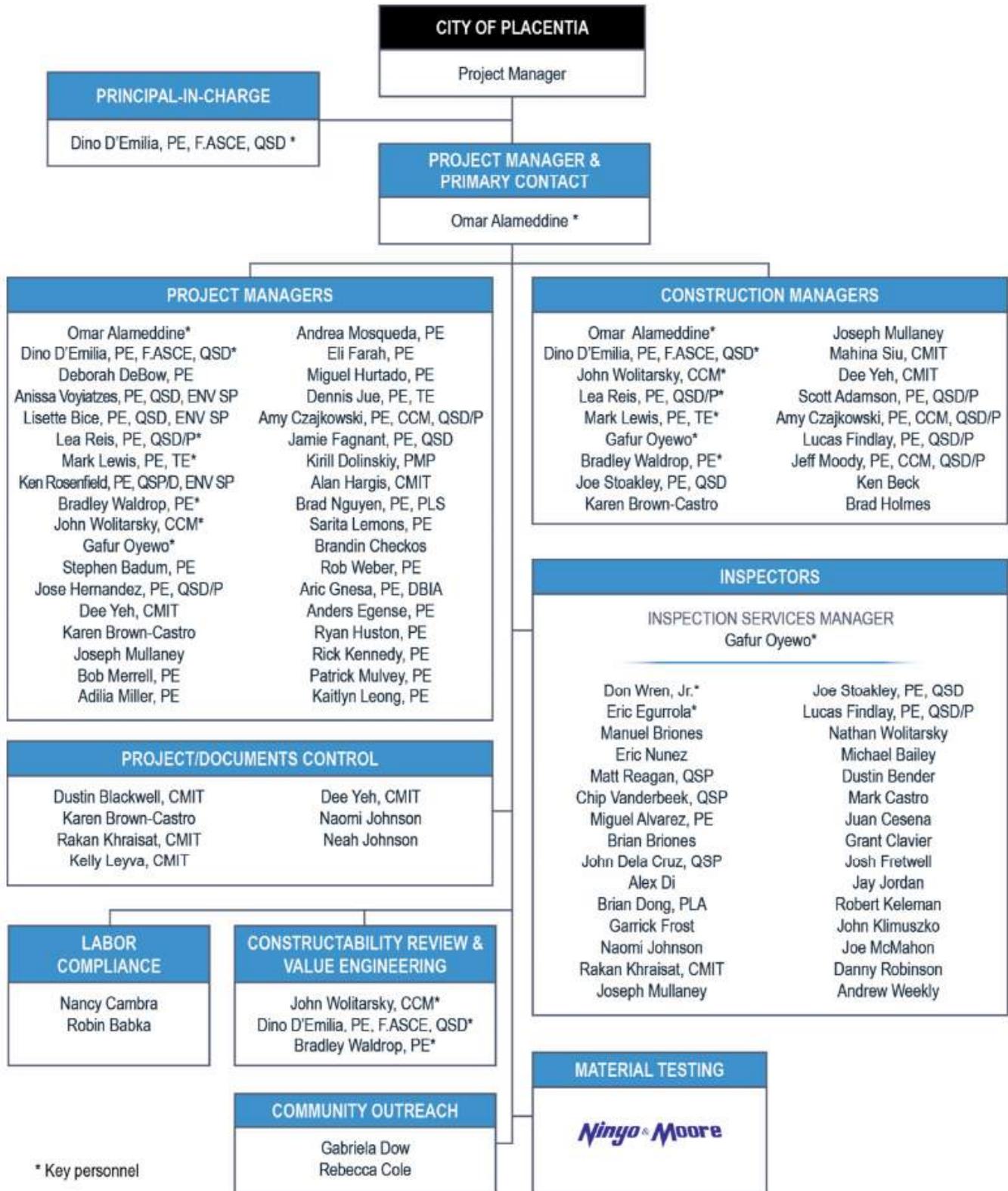
**Delivery of As-Builts and Close-Out Documents** Ardurra will periodically review the Contractor's as-built updates on the approved job plan set, identify missing items, and require the Contractor to keep as-built records up to date throughout the project as required by the specifications. Ardurra will review the Contractor's submittal of "as-constructed" conditions and compare this submittal to Ardurra's own documentation. Discrepancies will be discussed, resolved, and recorded. Completed "as-constructed" plans will be submitted to City. Ardurra's tools and efficiency in coordination, communications, and documentation provide the City with a transparent process for the duration of the contract.

**TYPICAL DELIVERABLES**

ITEM	METHOD	FREQUENCY
Correspondence	Outlook/Speed Memos/Formal Letters	Daily/Continuous/As Needed
Project Documentation	Procore	Daily/Continuous
Submittals	Procore	Daily, as required; 72-hour turnaround
RFIs	Procore	Daily, as required; 72-hour turnaround
Progress Payments	Excel	Measurements – Daily; Quantity Measurement Report – Monthly
Inspection Reports	Adobe Fillable Forms or Procore	Daily
Weekly Statements of Working Days	Excel	Weekly
SWPPP/BMP Compliance	Excel	Weekly
Public Relations Inquiries	Log – Excel	Daily, as required
Photos and Video	Procore/Explorer	Video Pre-Project, Photos Daily
Progress Reports	Word/Publisher	Monthly and as required
Project Contacts	Outlook	Daily
Project Calendar	Outlook	Daily
Meetings	Procore/Zoom	Weekly and as required



# H. TEAM ORGANIZATION



## I. PROPOSAL STATEMENTS

Per the requirement of the RFP, below are Ardurra's proposal statements identified below in your RFP response.

- A. Ardurra will perform the services and adhere to the requirements described in this RFP. (No addenda were issued)
- B. Subsequent to award of this RFP, Ardurra understands and acknowledges that all or part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act.
- C. Not applicable.
- D. Ardurra understands and acknowledges that substitution of members of its designated team is prohibited unless approved by the City of Placentia staff which declares there is no Conflict of Interest.
- E. Ardurra declares there is no Conflict of Interests.
- F. Ardurra attests that it has not engaged in any acts of Collusion with other proposing firms.
- G. Ardurra takes no exception to fulfilling the indemnification and insurance requirements contained in the sample contract. (Certificates of Insurance are not required as part of the proposal and will be provided upon request from the City.)



# J. CERTIFICATION OF PROPOSAL

## APPENDIX C

### CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated JANUARY 9, 2024, and to be bound by the terms and conditions of the RFP.
2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated JANUARY 9, 2024.
5. This firm has carefully read and fully understands all of the items contained in the RFP. This firm agrees to all of the requirements except for those disclosed by the firm in project proposal, listed on an attachment. [\(See "Exceptions" on page 26 of this proposal\)](#)
6. The proposal shall be valid for 90 days from JANUARY 9, 2024.

Name of Firm: Ardurra Group, Inc.

By:   
(Authorized Signature)

Type Name: Dino D'Emilia, PE, F.ASCE, QSD

Title: California Public Works Practice Director

Date: January 30, 2024



## EXCEPTIONS

Ardurra has reviewed the City's Sample Agreement included in Appendix "A" of the On-Call Construction Management and Inspection Services RFP NO. PW-24-01. The RFP included a sample contract that was for Landscape Architecture and Accessibility design. If the Contract for construction management has different clauses and sections included, Ardurra respectfully requests to review and comment on those clauses prior to execution. In addition, if there is an opportunity to make adjustments, we ask the City to consider the following modifications to items 5.1.(d), 5.2.(c), and 6.8 of the Agreement:

### 5.0. INSURANCE

#### 5.1. Minimum Scope and Limits of Insurance.

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

#### 5.2. Endorsements.

- (c) Other insurance: "The Consultant's insurance coverage ~~^~~ **(except for workers compensation and professional liability)** shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."

### 6.0. GENERAL PROVISIONS

#### 6.8. Indemnification and Hold Harmless.

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





January 30, 2024

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

**SUBJECT: COST PROPOSAL TO PROVIDE ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

Dear Chris Tanio,

Enclosed is Ardurra Group, Inc.'s cost proposal for On-Call Construction Management and Inspection Services for the City of Placentia. Attached is a schedule of hourly rates for our team, including the following subconsultant:

- Ninyo & Moore (N&M)

We look forward to serving the City of Placentia on this as-needed contract. Please feel free to contact Omar at 949.533.3012 or [oalameddine@ardurra.com](mailto:oalameddine@ardurra.com), or Dino at 714.458-0703 or [ddemilia@ardurra.com](mailto:ddemilia@ardurra.com) if you have any questions or need additional information.

Respectfully submitted,  
Ardurra Group, Inc.

Omar Alameddine  
Project & Construction Management Group Leader

Dino D'Emilia, PE, F.ASCE, QSD  
California Public Works Practice Director



**ARDURRA GROUP, INC. (CALIFORNIA)**  
**2024 Standard Billing Rate Schedule**  
**Rates Effective through December 31, 2024**

Project and Construction Management and Inspection Services	
Staff	Hourly Rate <sup>1</sup>
Principal	\$330
Project Executive / QA/QC Manager	\$290
Senior Program Manager	\$280
Program Manager	\$265
Principal Project Manager	\$290
Senior Project Manager	\$26
Project Manager	\$230
Asst. Project Manager	\$180
Principal Construction Manager	\$290
Structures Representative	\$270
Senior Construction Manager	\$260
Construction Manager	\$230
Asst. Construction Manager	\$180
Project Controls Engineer, Labor Compliance	\$165
Documents Control, Administration	\$135

Project and Construction Management and Inspection Services (continued)				
Staff	Regular Time Hourly Rate	Overtime Hourly Rates		
	Rate <sup>1</sup>	Mon – Fri <sup>2</sup>	Sat. <sup>2</sup>	Sunday/ Holiday
PE Licensed Inspector (Prevailing and Non-Prevailing Wage) <sup>3, 4, 5, 6</sup>	\$205	\$287	\$287	\$369
PE Licensed Inspector (Prevailing and Non-Prevailing Wage – Special Shift) <sup>3, 4, 5, 6</sup>	\$210	\$294	\$294	\$378
Public Works Inspector (Prevailing Wage) <sup>3, 5, 6</sup>	\$198	\$277	\$277	\$356
Public Works Inspector (Prevailing Wage – Special Shift) <sup>3, 4, 5, 6</sup>	\$202	\$283	\$283	\$364
Accessibility Expert / CASp Inspector <sup>6</sup>	\$305	\$427	\$427	\$549
DSA / OSHPD Inspector of Record <sup>6</sup>	\$225	\$315	\$315	\$405
Deputy Inspection (Prevailing Wage) <sup>3, 5, 6</sup>	\$185	\$259	\$259	\$333
NDT Testing (Prevailing Wage) <sup>3, 5, 6</sup>	\$185	\$259	\$259	\$333
Public Works Inspector (Non-Prevailing Wage) <sup>5</sup>	\$165	\$231	\$231	\$297

**Notes:**

1. The above hourly rates include wages, fringe and general and administrative overhead and fee, as well as typical supplies, tools and equipment required to perform services. Construction management software is not included in the base rate.
2. Rate applies to the first four hours of overtime during the week and /or first eight hours of overtime on Saturdays; all overtime in excess of four hours during the week or eight hours on Saturdays is paid at the Sunday/ holiday rate.
3. Prevailing Wage Rates are subject to increases pursuant to the State of California’s Department of Industrial Relations Wage Rate Determinations. Ardurra's Billing Rates will increase in proportion to the DIR increase, plus overhead and profit. The current rates are based



on Determination SD-23-63-3-2023-2D, issued 8/22/2023. The above billing rates increase by \$5/hour on July 1, 2024 to adjust for a predetermined increase.

4. A Special Shift is any shift that starts after 5:00PM and before 6:00 AM.
5. The following minimum callout applies to Inspection staff, in accordance with Industrial Welfare Commission Order #16-2001:
  - Cancellation of 8 hours scheduled inspection after inspector's arrival on site: 4-hour minimum
  - Cancellation of 4 hours scheduled inspection after inspector's arrival on site: 2-hour minimum
6. For contracts involving public works inspection services, Ardurra requires the awarding public agency to complete DIR form PWC-100 solely for Ardurra as the prime contractor specific to the awarded contract name and amount. A half-hour per week, per inspector labor compliance charge will be billed for all Prevailing Wage inspection assignments.
7. **Web-Based Contract Administration:** Selected/specified cloud-based service billed at cost plus fifteen percent (15%).
8. **Fees for subconsultant services:** Billed at actual cost, plus fifteen percent (15%) to cover overhead and administration.
9. **Reimbursable Expenses (Other Direct Costs):** Ordinary identifiable non-salary costs that are directly attributable to the project, such as regular commuter travel costs, standard equipment, tools and software, etc., are included in the fee estimated above. Extraordinary expenses, such as oversized and/or color reproduction costs, vehicle identification decals, site facility hard phone line and/or internet service charges, non-commuter project miles and/or other travel expenses to remote (over 50 miles one-way) fabrication yards/batch plants, overnight postage/couriers, etc., are billed at actual cost plus fifteen percent (15%) to cover overhead and administration. Travel charges to a casting/fabrication yard or batch plant will include the hourly billing rate plus travel expenses as listed in the Caltrans Travel Guide (State rates). Mileage is billed at the current IRS rate (\$0.655/mile). An allowance for extraordinary charges is included as Other Direct Costs (ODC) in the fee table above. Extraordinary charges above and beyond the estimated ODC allowance will not be billed to the client unless specifically included in the contract or requested and approved by the client in writing prior to incurring the additional expense.
10. **Escalations:** This rate schedule is effective through December 31, 2024. Should the contract duration be extended beyond December 31, 2024, rates will be subject to prevailing wage increases as noted above, as well as an adjustment of five percent (5%) per calendar year or in accordance with the Consumer Price Index, whichever is greater.
11. **Exclusions to Scope and Fee:** The following items are specifically excluded:
  - Legal advice
  - Temporary field office facilities, equipment, furniture, utilities and/or services
  - Engineering support
  - Hazardous materials monitoring and/or testing
  - Acceptance and/or Independent Assurance Sampling and Testing (IAST) services
  - Specialized software other than MS Office Suite, MS Project and/or P6 Viewer
  - Other services not specifically enumerated in the scope of services



The rates, shown below, are for Ardurra's subcontractor Ninyo & Moore (N&M) and do not include Ardurra's markup indicated in the Ardurra rate schedule notes above.

**Schedule of Fees**

**Hourly Charges for Personnel**

**Professional Staff**

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist .....	\$ 210
Senior Engineer/Geologist/Environmental Scientist .....	\$ 200
Senior Project Engineer/Geologist/Environmental Scientist .....	\$ 195
Project Engineer/Geologist/Environmental Scientist .....	\$ 185
Senior Staff Engineer/Geologist/Environmental Scientist .....	\$ 170
Staff Engineer/Geologist/Environmental Scientist .....	\$ 155
GIS Analyst .....	\$ 130
Technical Illustrator/CAD Operator .....	\$ 110

**Field Staff**

Certified Asbestos/Lead Technician .....	\$ 195
Field Operations Manager .....	\$ 130
Nondestructive Examination Technician (UT, MT, LP) .....	\$ 125
Supervisory Technician .....	\$ 120
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing) .....	\$ 115
Senior Technician .....	\$ 110
Technician .....	\$ 110

**Administrative Staff**

Information Specialist .....	\$ 90
Geotechnical/Environmental/Laboratory Assistant .....	\$ 95
Data Processor .....	\$ 75

**Other Charges**

Concrete Coring Equipment (includes technician) .....	\$ 190/hr
Anchor Load Test Equipment (includes technician) .....	\$ 190/hr
GPR Equipment .....	\$ 180/hr
Inclinometer .....	\$ 100/hr
Hand Auger Equipment .....	\$ 80/hr
Rebar Locator (Pachometer) .....	\$ 25/hr
Vapor Emission Kit .....	\$ 65/kit
Field Testing Equipment .....	\$ 12/hr
X-Ray Fluorescence .....	\$ 70/hr
PID/FID .....	\$ 25/hr
Air Sampling Pump .....	\$ 10/hr
Field Vehicle .....	\$ 15/hr
Expert Witness Testimony .....	\$ 450/hr
Direct Expenses .....	Cost plus 15 %
Special equipment charges will be provided upon request.	

**Notes**

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.



## Schedule of Fees for Laboratory Testing

### SOILS

Atterberg Limits, D 4318, CT 204	\$ 170
California Bearing Ratio (CBR), D 1883	\$ 550
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation, Hydro-Collapse only, D 2435	\$ 150
Consolidation – Time Rate, D 2435, CT 219	\$ 200
Direct Shear – Remolded, D 3080	\$ 350
Direct Shear – Undisturbed, D 3080	\$ 300
Durability Index, CT 229	\$ 175
Expansion Index, D 4829, IBC 18-3	\$ 190
Expansion Potential (Method A), D 4546	\$ 170
Geofabric Tensile and Elongation Test, D 4632	\$ 200
Hydraulic Conductivity, D 5084	\$ 350
Hydrometer Analysis, D 422, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 300
pH and Resistivity, CT 643	\$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	\$ 220
Proctor Density with Rock Correction D 1557	\$ 340
R-value, D 2844, CT 301	\$ 375
Sand Equivalent, D 2419, CT 217	\$ 125
Sieve Analysis, D 422, CT 202	\$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 925
Triaxial Shear, C.D., D 4767, T 297	\$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 350
Triaxial Shear, U.U., D 2850	\$ 250
Unconfined Compression, D 2166, T 208	\$ 180

### MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	\$ 70
Brick Compression Test, C 67	\$ 55
Brick Efflorescence, C 67	\$ 55
Brick Modulus of Rupture, C 67	\$ 50
Brick Moisture as received, C 67	\$ 45
Brick Saturation Coefficient, C 67	\$ 60
Concrete Block Compression Test, 8x8x16, C 140	\$ 70
Concrete Block Conformance Package, C 90	\$ 500
Concrete Block Linear Shrinkage, C 426	\$ 200
Concrete Block Unit Weight and Absorption, C 140	\$ 70
Cores, Compression or Shear Bond, CA Code	\$ 70
Masonry Grout, 3x3x6 prism compression, C 39	\$ 45
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 200

### REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 90
Hardness Test, Rockwell, A 370	\$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 175
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80

### CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 35
Concrete Mix Design Review, Job Spec	\$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 850
Concrete Cores, Compression (excludes sampling), C 42	\$ 120
Drying Shrinkage, C 157	\$ 400
Flexural Test, C 78	\$ 85
Flexural Test, C 293	\$ 85
Flexural Test, CT 523	\$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Lightweight Concrete Fill, Compression, C 495	\$ 80
Petrographic Analysis, C 856	\$ 2,000
Restrained Expansion of Shrinkage Compensation	\$ 450
Spitting Tensile Strength, C 496	\$ 100
3x6 Grout, (CLSM), C 39	\$ 55
2x2x2 Non-Shrink Grout, C 109	\$ 55

### ASPHALT

Air Voids, T 269	\$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$ 4,500
Asphalt Mix Design Review, Job Spec	\$ 180
Dust Proportioning, CT LP-4	\$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	\$ 150
Film Stripping, CT 302	\$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 225
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 4,900
Superpave, Gyration Unit Wt., T 312	\$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 90
Voids filled with Asphalt, (VFA) CT LP-3	\$ 90
Wax Density, D 1188	\$ 140

### AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 180
Cleaness Value, CT 227	\$ 180
Crushed Particles, CT 205	\$ 175
Durability, Coarse or Fine, CT 229	\$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 90
Organic Impurities, C 40	\$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 475
Sand Equivalent, T 176, CT 217	\$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 145
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 175

### ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 250
Roofing Tile Strength Test, (set of 5), C 67	\$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.  
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.





**REQUEST FOR PROPOSALS (RFP)**

**ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES  
FOR THE**

**CITY OF PLACENTIA**

**RFP RESPONSES TO BE RECEIVED UNTIL  
5:00 P.M., TUESDAY JANUARY 30, 2024**

**City of Placentia**  
401 East Chapman Avenue  
Placentia, CA 92870

**Date Issued: JANUARY 9, 2024**

**REQUEST FOR PROPOSALS (RFP)**  
**FOR**

ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES  
FOR THE  
CITY OF PLACENTIA

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**Appendix “A”** – SAMPLE CITY PROFESSIONAL SERVICES AGREEMENT

**Appendix “B”** – SUMMARY SHEET

**Appendix “C”** – CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

## **1. INTRODUCTION**

The City of Placentia (“City”) seeks competitive proposals from qualified firms to provide On-call Construction Management and Inspection Services. A Professional Services Agreement will be entered into with multiple qualified firms to provide construction management services for a variety of projects on an on-call basis. On an on-call, as-needed basis, the selected firm(s) may later be asked to provide construction management and inspection proposals on a specific, project-by-project basis, based on an agreed-upon specific scope of services and fees.

The firm shall provide general Construction Management and Inspection services to support construction efforts and serve as an extension of City staff to assist in the overall delivery of projects, including preconstruction tasks, managing construction, and ensuring that the work is completed in accordance with the contract documents, and project closeout and commissioning phase. The consultant team will report directly to the City's Project Manager or their authorized representative. City staff may assist in managing construction and will oversee the work of the consultant's Project Manager, Inspector, and Contract Administrator.

Firms must provide construction management services and contract administration in conformance with the requirements set forth in the State's Construction Manual, State's Local Assistance Programs and Procedures Manual, OCFCD encroachment permit/requirements, and other Agencies regulatory permits/requirements. The construction manager is expected implement contract requirements and comply with all Federal and local guidelines, as required, in order to successfully execute the project in a timely and cost-efficient manner.

Technical questions about the requested services that might require a clarification of the Request for Proposals (RFP) shall be made only in writing to the Q&A section located in PlanetBids no fewer than seven (7) calendar days prior to the date and time set for opening of proposals and responses shall be provided in writing. No verbal requests or responses will be accepted. Significant interpretations or clarifications will be addressed via addenda to this RFP. This RFP includes a description of the scope of work, proposal requirements, and instructions for submitting your proposal.

Please do not contact City departments or other City staff directly. Information provided by other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

Any changes, additions, or deletions in the RFP from the date of release to date of submittal will result in an addendum or amendment. Notification of such addendum or amendment shall be posted on PlanetBids. Addenda shall become part of the agreement documents.

It is the proposer's sole responsibility to monitor PlanetBids for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve the proposer of the requirements contained therein. Additionally, failure of proposer to return signed addenda, when required, may be cause for rejection of his/her proposal.

Proposals must conform to the requirements of this RFP to be considered for award and successfully submitted through the electronic bid management system at: <https://pbsystem.planetbids.com/portal/54600/portal-home> by the date and time specified on the cover page of this Request For Proposal. All proposals must be signed by an authorized representative and include the completed Summary Sheet and Certification of Proposal to the City of Placentia provided in Appendix "B" and "C" of this RFP.

The City reserves the right to waive any irregularity in any proposal or to reject any proposal that does not comply with this RFP. The City alone, using criteria determined by the City, will select the qualified firm and/or consultant. The successful consultant to whom the contract is awarded shall, within ten (10) days after being notified, enter a contract with the City for the work and shall furnish all required documents necessary to enter said contract. Failure of the successful consultant to execute the contract within said ten (10) days shall be just cause for the City to contract with the next ranked consultant.

By submitting a proposal, the proposer agrees to all of the terms of the RFP and the Agreement (Appendix A), unless exceptions to the RFP or the Agreement are stated by the proposer in its proposal. The successful proposers will be required to enter into an Agreement, which will include the requirements of this RFP as well as other contract requirements. In the delivery of these services, the term of the agreement shall be for three years with the option for two additional one-year term extensions. The City reserves the right to reject any proposal(s) exceptions or changes to the Agreement or Request for Proposal.

## **2. PROPOSAL SCHEDULE**

The schedule is as follows:

- Advertisement Date – JANUARY 9, 2024
- Q&A Due on PlanetBids – January 23, 2024 by 5:00 p.m.
- Proposals Due on PlanetBids – JANUARY 30, 2024 by 5:00 p.m.
- Hard copy proposal Due at City Hall – February 1, 2024 by 5:00 p.m.
- Proposal Evaluations/Interviews, if necessary – February 2024
- City Council Contract Award and Selection\* - March 2024

\*The City expects, but does not guarantee, that the decision on selection of a firm will be made by the City Council on the date indicated above.

## **3. SCOPE OF WORK**

The City desires to engage construction management firms that will ensure that not only are City capital projects built per plan and specifications but that will also ensure a high degree of quality craftsmanship in the final product. The City's expectation is that selected CM/inspection teams will enforce a high attention to detail on project deliverables to ensure a high-quality finished product.

The majority of capital improvement and construction projects within the city include, but are not limited to, the following:

- Street rehabilitation
- Sewer improvements
- Signing and striping improvements
- Storm Drain improvements
- Bridge construction
- New building construction
- Irrigation and landscaping
- Site Improvements; concrete sidewalk, etc.
- Streets and park lighting
- Parks and Recreation facility improvements
- Mechanical systems
- Electrical systems
- Traffic Signal Improvements

The required services shall be performed by the consultant Project Manager, Inspector and Contract Administrator.

#### A. Project Manager/Resident Engineer

- The consultant Project Manager shall represent the City in the field. The Project Manager shall possess a minimum of (5) years' experience in construction management.
- The Inspector and the Contracts Administrator should have relevant experience in construction management and certifications or references that affirm the said experience.

#### B. Bid Analysis

- Prior to the start of the project, the Project Manager shall be responsible for conducting a bid analysis to determine the lowest responsible bidder.

#### C. Staff Report

- Preparation of staff reports for contract award to the lowest responsive and responsible bidder. Coordinate with the City to determine funding sources, publication dates, environmental and fiscal impact, and schedule of award to meet the City's deadlines.

#### D. General Construction Administration

- Coordinate with the City to define roles and responsibilities during construction and develop a construction management plan.
- Co-lead the pre-construction meeting and schedule and conduct regular construction and progress meetings to discuss such matters as procedures, progress, problems and scheduling. Will prepare and promptly distribute meeting minutes.
- Record the progress of the project. Submit written daily and progress reports to the City. Keep daily logs containing a record of weather, contractor's work on the site, number of workers and equipment, work accomplished, problems encountered, and other relevant data. Make the log available to the City. Prepare and send Weekly Statement of Working Days to the contractor. Monitor contractor's compliance with labor code requirements.
- Maintain, at the job site, records of contract documents including drawings, addenda, change orders, and other modifications of plans and specifications marked to show all changes made during construction. Maintain as-built records of underground utilities, including locations and depths of trenches. At the completion of the project, deliver to the City all contract documents including as-built records.

- Consult with the City when the contractor requests interpretations of the meaning and intent of the drawings and specifications and assist in achieving the resolution of problems which may arise.
- Coordinate with the City and contractor to incorporate a centralized platform where all documents are filed and distributed amongst the project team.
- Consultant shall be responsible for ensuring that all building permits, special permits, if required are obtained, and that all applicable fees have been paid, and shall obtain approvals from authorities having jurisdiction over the Project.

#### E. Submittal/RFI Review & Processing

- The Project Manager shall be responsible for review of completeness and quantity of all required shop drawings, product data, samples and other submittals ("Submittals").
- The consultant team shall transmit the Submittals to City staff for review and approval and shall establish and implement procedures for expediting the processing, approving, and distribution of Submittals.
- Project Manager shall develop, maintain, and manage all submittal/RFI logs.
- Determine the workflow on for all Submittal/RFI review including City staff, design engineers, contractor personnel, and the construction management team.

#### F. Constructability Review

- Consultant shall review project plans and specifications to determine its "constructability". Consultant shall also review construction schedule, including activity sequences and duration, schedule of submittals and schedule of delivery for products with long lead-time. The project schedule shall be updated as required showing current conditions and revisions required by actual progress.
- The individuals, Project Manager, Inspector and Contract Administrator, shall not be responsible for construction means, methods, techniques, sequences and procedures employed by the contractor in the performance of the contract, and shall not be responsible for the failure of the contractor to carry out work in accordance with the contract documents. However, any errors, omissions, or discrepancies found in the Contract Documents shall be called to the attention of the City's Project Manager and clarified prior to construction start.

#### G. Change Order Review

- Consultant shall conduct a comprehensive evaluation of change order requests, provide independent estimates, render recommendations and assist in claim resolution.
- Consultant shall monitor and report on the status of the Project Construction Budget on a monthly basis, indicating actual costs for completed activities and work in progress, and indicating estimates for uncompleted work. Report should identify variances between actual and budgeted or estimated costs and shall advise the City whenever it appears that the Actual Construction Cost has exceeded, or will exceed, the Project Construction Budget for the entire Project or any Project Component.

#### H. Safety

- Monitor the contractor's safety program. Take necessary steps to ensure the jobsite conditions are in compliance with OSHA regulations.

#### I. Progress Payments

- Consultant shall maintain cost accounting records on authorized work performed under unit costs and additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- May develop and implement procedures for the review and processing of applications by contractor for progress and final payments.
- Make recommendations for certification to the City for payment.
- Provide status of monthly certified payroll reports and monthly as-builts updates as backup for each payment submitted to the city for review.

#### J. Material Testing

- Consultant team to provide field inspections and compaction tests for grading, trench backfill and asphalt concrete pavement construction according to the project special provisions, the Standard Specifications for Public Works Construction ("Green Book") and Caltrans Standard Specifications.
- Provide inspections for installation of precast and cast in-place concrete, welding, high strength bolts, structural steel, masonry, painting and other types of work in accordance with the California Building Code (CBC) and the contract documents.
- Available tests may include the following:
  - Mix Designs
  - Concrete
  - Concrete Blocks

- Brick Masonry
- Masonry Prisms
- Mortar and Grout
- Fireproofing
- Soils and Aggregates
- Asphalt Concrete
- Reinforcing Steel
- Environmental

#### K. Inspections

- Consultant shall determine that the work of contractor is being performed in accordance with the contract documents.
- Make recommendations to the City regarding special inspection or testing of work not in compliance with the provisions of the contract documents.
- Subject to review by the City, reject work which does not conform to the requirements of contract documents.
- Facilitate and coordinate inspection by representatives of other agencies, as needed.
- Evaluate the completion of the work of the contractor and make recommendations to the City when work is ready for final inspection.
- Assist the City in conducting final punchlist inspections.
- Schedule and coordinate special inspection and material testing.
- Inspector(s) shall oversee and inspect all aspects of construction to ensure compliance with the Plans, Specifications, and Special provisions.

#### L. Claims

- Claims submitted by the contractor must adhere to Public Contract Code Section 10240 and 20104.
- Consultant Project Manager shall coordinate with City consultant on claim matters.
- Review all claims and provide an evaluation to the City. Documentation must be provided and reviewed to support any claim.
- Coordinate the resolution of each claim with suggested design changes that may have been caused by unforeseen field conditions.

#### M. Prevailing Wage / Labor Compliance

- Consultant shall monitor and enforce prevailing wage forms and requirements for conformance to the prevailing wage rates on a weekly basis.

- Shall verify that all Trade personnel listed in the daily log are also listed in the certified payroll and shall conduct weekly employee interviews, one for each trade, and submit verification with the monthly progress payments.
- Perform employee interviews to verify and enforce prevailing wage requirements on a regular basis.

#### N. Project Closeout

- The Project Manager shall be responsible for all project closeout items, such as: As-Built plans and related documentation, punch list completion, commissioning, warranty requests during the one-year period. Shall schedule and oversee the warranty repair. Should include site visits as requested by the City to look at defects or imperfections to determine if it is a warranty issue.
- Shall provide a close out report outlining any obstacles, violations, and services performed. Shall provide a close out report for but not limited to any violations, fringe benefit statements, missing payroll reports, unsatisfactory employee interviews, claims, and any other documentation related to prevailing wage and labor compliance.

#### O. Community Outreach

- Consultant shall attend and co-lead a pre-construction meeting with the community. The primary purpose of this meeting is to introduce the CM team to the community and discuss major anticipated construction impacts.
- Project Manager shall coordinate with the City's Communication Manager and communicate with the community regarding impacts related to the construction project.

#### P. Federal Requirements

- Preparation of Caltrans documentation including but not limited to Award package, interim reports, and final report (close out) to be reviewed by the City.
- Coordinate with the City to ensure Disadvantaged Business Enterprises (DBE) goal is met by contractors and document any changes throughout the length of the project.
- Compliance with any and all state and federal funding requirements for construction and enforce any regulations set forth by these funds.

All tasks listed above shall be required on an as-needed basis. The city reserves the right to add or reduce some of the above tasks and duties as it sees fit. The

consultant, serving as staff extension, shall remain sufficiently flexible to meet the needs of the City and of the project.

#### **4. ASSURANCE OF DESIGNATED PROJECT TEAM**

Proposer shall ensure that the designated project team, including sub-consultants as identified in the firm's proposal, is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the City.

#### **5. PROPOSAL FORMAT REQUIREMENTS**

Each response to this RFP shall include the information described in this section.

Provide the information in the specified order. **Failure to include all the elements specified may be cause for rejection.** Additional information may be provided but should be brief and relevant to the goals of this RFP. Excessive information will not be considered favorably.

Three physical copies of the final proposal shall be submitted to the City no later than two working days after the proposal deadline. The consultant project cost proposal shall be submitted in a separate sealed envelope marked "Cost Proposal." Proposer's who do not include physical copies within the specified timeframe will be considered unresponsive and disqualified.

All proposals must be signed by an authorized representative and include the completed Summary Sheet and Certification of Proposal to the City of Placentia provided in Appendix "B" and "C" of this RFP.

**Proposals shall be limited to a maximum of 30 pages.** Proposals over 30 pages will be rejected. Paper size shall be 8.5"x11" and occasional 11"x17" sheets are acceptable for exhibits and graphics. The cover letter, table of contents, front and back covers, summary sheet, certification of proposal and section dividers are excluded from the page count. The proposal should include the following sections in order:

##### **A. Cover Letter**

Shall contain the following information:

- Title of this RFP
- Name and mailing address of the prime consultant (include physical location if mailing address is a PO Box)

- Contact Person, Email address, telephone number, and fax number

The City will use email to notify your firm of critical developments such as interview schedules if any, notification of selection/non-selection, etc. Therefore, it is essential that you identify one or more contact persons who have frequent access to email.

The City will not be responsible for delivery failure of email due to firewalls, spam filters, or individuals' failure to retrieve email messages. The City will not attempt to re-deliver any messages which fail due to no fault of the City.

The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter into a binding contract.

1. Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of- Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
2. Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
3. Proposals which are submitted by an Individual doing business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm's name and style.

## **B. Executive Summary**

Describe your firm's and sub-consultant's (if any) general experience and qualifications as it pertains to projects of similar scope and size. Identify the services which would be completed by your firm's staff and those that would be provided by sub- consultants. Identify any sub-consultants you propose to utilize to supplement your firm's staff.

## **C. Project Team Organization**

Clearly identify the prime consultant, all subconsultants, and their respective roles. Show the Project Manager and the key staff proposed for this project, including subconsultants' staff. It is expected that the project team proposed under this proposal will remain unchanged throughout the duration of the project. Replacement of key staff without consultation with the City will not be permitted.

Include contact information and a brief summary of the Prime firm's history and experience providing the requested services on similarly sized and scoped projects. Include a summary of the firm's experience, if any, with the City of Placentia. Provide a brief resume for each key staff member including their education background, licensing (if applicable), availability, and project experience.

#### **D. Relevant Project Experience and References**

List and provide a narrative summary of related project experiences. Include a minimum of three (3) similar type/size projects that your team has completed. Provide a project description, services provided, and construction costs. Discuss whether the design and construction were completed on time and within budget. Provide a minimum of three (3) references (name, title, agency, and telephone number) from previous experience. Provide no more than one contact person per project as a reference, including agency/company and phone number. Preference is given to project references that have directly worked with staff proposed for this project.

#### **E. Understanding & Approach**

Provide a detailed discussion of your firm's approach to the successful implementation of this agreement. Describe your firm/team's understanding duties assigned and identify the approach for key services and/or issues anticipated. Describe the Project Manager's and firm/team support and approach to ensure the effort is completed on schedule and within the established budget.

#### **F. Scope of Work**

Provide a scope of work complementing the City's proposed scope of work describing all tasks required to complete the work and any additional aspects to the work scope the City should and could consider. The scope of work shall provide enough detail to distinguish the varied work effort required, in keeping with the City's desired tasks to be completed.

#### **G. Schedule**

Provide a typical schedule or sequence of events to accomplish all the required tasks; include review/approval times for the City and other project stakeholders.

## **H. Proposed Exceptions**

Describe all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract (Appendix "A"). This section shall be clearly marked "Proposed Exceptions" in your submittal. If no exceptions are taken this shall be clearly stated in this section. The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the City's determination of whether it is possible to successfully negotiate a contract with your firm/individual.

**It is necessary to submit these elements with your RFP response.** Failure to submit the required information with your response will render your proposal non-responsive.

## **6. REQUIRED PROPOSAL STATEMENTS**

This statements identified below must be included in your RFP response:

- A. A statement that the submitting firm will perform the services and adhere to the requirements described in this RFP, including any addenda (*reference the addenda by date and/or number*).
- B. Subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act.
- C. Proposers shall include a statement that describes the specific portion(s) of their submittal that are considered proprietary and should not be releasable as public information. Proposers should be aware that all such requests may be subject to legal review and challenge.
- D. Include a statement of assurance that you will not substitute members of your designated team without approval by the City of Placentia staff which declares there is no Conflict of Interest.
- E. Include a statement which declares there is no Conflict of Interests.
- F. Provide a statement attesting there has been no Collusion with other proposing firms.
- G. Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract. (Please note that actual Certificates of Insurance are not required as part of your submittal.)

## **7. EXCEPTIONS**

## 8. RESOURCE ALLOCATION AND COST PROPOSAL

Selection of the consultant will be made in accordance with the provisions of Chapter 10 of the California Government Code, Sections 4526 and 4529.5, stating that selection of professional services is based on competence and qualifications without regard to fee. The fee will be opened and evaluated to ensure the fee is reasonable for the services to be delivered after selection of the consultant based on qualifications is complete. Provide in a separate sealed envelope the proposed billing rates for all expected personnel to deliver services as described in the scope of work.

**All cost proposals shall be signed and dated per Section 5.0 above and shall be submitted in a separate sealed envelope.**

## 9. SUBMITTAL INSTRUCTIONS

### A. Time, Place and Format

Proposal submission due date: **JANUARY 30, 2024 at 5:00 P.M.**: No proposals will be considered for award unless properly and successfully submitted through the electronic bid management system at: <https://pbsystem.planetbids.com/portal/54600/portal-home> by the date and time specified on the cover page of this Request For Proposal. All proposals must be signed by an authorized representative.

All required sections, including pricing, shall be submitted via the website. Bidder is solely responsible for “on time” submission of their electronic proposal. The bid management system will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from PlanetBids, the bid management system indicating their bid was submitted successfully. The City will only receive those proposals that were transmitted successfully. **DO NOT FAX OR E-MAIL.**

NOTE: E-Bids/Proposals are sealed and cannot be viewed by the City or any other person or entity until the closing date and time. If you need to withdraw your bid, you may do so at any time before the bid deadline, by going back into the system and selecting “withdraw”.

Three physical copies of the final proposal shall be submitted to the City no later than two working days after the proposal deadline. The

consultant project cost proposal shall be submitted in a separate sealed envelope marked "Cost Proposal." Proposer's who do not include physical copies within the specified timeframe will be considered unresponsive and disqualified.

All proposals must be signed by an authorized representative and include the completed Summary Sheet and Certification of Proposal to the City of Placentia provided in Appendix "B" and "C" of this RFP.

Proposals must:

- Show page numbers for all pages in the proposal.
- Be on 8-1/2"x11" page size
  - states "***On-Call Construction Management and Inspection Services***"
  - identifies the proposer
- Must be addressed as follows:
  - City of Placentia
  - Attn: Chris Tanio, PE, Deputy Director/City Engineer
  - 401 E. Chapman Avenue
  - Placentia, CA 92870
- Proposals must address the requirements of the RFP as set forth in Section 5. They should be as concise as possible and must not contain any promotional, advertising or display material.

#### B. Cost proposal Submittal

A detailed hourly rate schedule shall be required for this RFP. If subcontracting, the rate structure for those services shall be included. On-call contracts resulting from this RFP will be awarded to firms whose Technical Proposal meets the technical requirements of the RFP. Proposals will be ranked in accordance with the evaluation criteria stated in this RFP. Should the consultants selected for each task or project be not able to reach an agreement on the fees for design services, the City reserves the right to enter negotiations with any of the qualified consultant on the on-call list.

#### C. Opening of Responses

All proposals are scheduled to be opened and considered within two weeks after the deadline date shown in Section 2 using evaluation procedures set forth in Section 10. Consultant selection may be delayed or postponed at the discretion of the City.

## **10. EVALUATION CRITERIA**

### **A. Selection Committee**

- a. Proposals submitted will be evaluated by a Selection Committee

### **B. Review of Proposals**

- a. The Selection Committee will use a point formula during the review process to individually score Project Proposals, as outlined in Section C below, "Project Proposal Evaluation Criteria." The Selection Committee will then be convened to review and discuss these evaluations and combine the individual scores to arrive at an average composite Project Proposal score for each firm. Firms that do not meet "Mandatory Elements" listed in Section C1 below will be eliminated from further consideration.
- b. After the composite Project Proposal score for each firm has been established based upon the "Qualitative Evaluation" criteria listed in Section C, the Selection Committee may request oral presentations from a subset of those firms with a minimum score of 70 points. Based upon score rankings, the three (3) highest ranking firms may be interviewed. The Selection Committee may also schedule a site visit, if applicable.
- c. The Cost Proposal of firms receiving a minimum score of 70 points on the qualitative review will be opened to ensure that the Cost Proposal is reasonable. The cost proposal for these services should consist of hourly rate for all classifications assigned to this project.

### **C. Project Proposal Evaluation Criteria**

Proposals will be evaluated using three (3) sets of criteria. Firms meeting the mandatory elements will have their proposals evaluated and scored. The following represent the principal selection criteria which will be considered during the evaluation process.

- a. Mandatory Elements
  - i. The firm is independent and properly licensed to practice in California.
  - ii. The firm has no conflict of interest with regard to any other work performed by the firm for the City.
  - iii. The firm adheres to the instructions in this RFQ on preparing and submitting the proposal.
  - iv. The firm included a Letter of Transmittal in the Project Proposal.
- b. Qualitative Evaluation (Maximum Points = 100)

In order to be considered the proposer must achieve at least 70 points. (Points will be assigned by the Department Director or Coordinator.)

  - i. Expertise and Experience (60 points)

1. The quality of the firm's and individual personnel's experience in providing professional design and engineering services for City Capital Improvement Projects as described in the Scope of Services. The quality of the personnel's demonstrated expertise in producing detailed plans and related engineering services.
  2. The quality of professional personnel's education, certifications, licenses, and years of experience designing plans and providing construction support. Demonstrated commitment to high quality customer service and public relations.
  3. Public agency references relative to personnel assigned to this contract; Long-term working relationships, multiple projects delivered for same agencies.
  4. Firm's statement on why it believes itself to be best qualified.
- ii. Scope of Work (20 points)
1. Contract scope of work outlined in Section 3 of the RFP is addressed, and the proposal demonstrates that the proposer thoroughly understands the City's needs and expectations, and how those will be met.
  2. Inclusion of additional work scope/deliverables that complements and enhances the City's scope of work which will ultimately deliver better services and construction projects.
- iii. Allocation of Resources (20 points)
1. Conceptual plan that outlines how the firm's resources will be leveraged to deliver Construction Management and Inspection Services that ultimately result in better projects.
  2. Identify any distinguishing features, resources, skills and/or services your firm can allocate to this contract to deliver the City's capital improvement projects.

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## LEGAL REQUIREMENTS

The contract awarded shall be governed in all respect by the laws of the State of California, and any litigation with respect thereto shall be brought in the courts of the State of California. The firm awarded the contract shall comply with applicable Federal, state and local laws and regulations and comply with the following terms:

- The City has the right to reject any and all proposals .
- All documents submitted in response to the RFP are public documents subject to disclosure as permitted by the California Public Records Act.
- The City is not liable for any costs incurred in responding to the RFP.
- From the issue date of this RFP until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any City staff except through the person named herein for questions. For violation of this provision, the City shall reserve the right to reject the proposal of the offending firm.
- The selected firm will be required to enter into a Professional Services Agreement with the City of Placentia which includes the City's Standard Terms and Conditions including insurance requirements.
- Proposals submitted early may be withdrawn by the firm prior to the Proposal due date specified above. Following the Proposal due date, the Proposal constitutes a binding offer and may not be withdrawn by the firm prior to the award.
- The City of Placentia reserves the right to: (a) waive minor irregularities or variances, non-material bid informalities or defects in any proposal; (b) reject any and all proposals, in whole or in part, submitted in response to this solicitation; (c) request clarifications from all firms; (d) request resubmissions from all firms; (e) make partial, progressive or multiple awards; and (f) take any other action as permitted by law and /or the City's Procurement Ordinance.

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**APPENDIX “A” – PROFESSIONAL SERVICES AGREEMENT (SAMPLE)**

**CITY OF PLACENTIA  
PROFESSIONAL SERVICES AGREEMENT  
WITH**

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THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”), by and between the CITY OF PLACENTIA, a municipal corporation (“City”), and \_\_\_\_\_, a [state] [type of corporation] (“Consultant”).

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to landscape architecture and accessibility design services, as more fully described herein; and

B. WHEREAS, Consultant represents that it is “design professional” as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; including credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations; and

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

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

E. WHEREAS, among other reasons, the City is hiring Consultant to perform accessibility design services at a public park within the City to comply with all applicable accessibility requirements. Accordingly, Consultant desires to perform these services and to bear all risk the City may bear resulting from accessibility designs that are not complaint.

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant’s Proposal (“Proposal”), attached hereto as Exhibit “A” and incorporated herein by this reference, including but not limited to, preparing all design documents free from defects.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices, and with credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its

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service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section. Consultant also warrants that it has ownership of all intellectual property being provided under this Agreement.

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

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

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

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

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

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

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

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insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

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

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_.00).

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

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

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

## **3.0. TIME OF PERFORMANCE**

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

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

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#### 4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of \_\_\_\_\_ months, ending on \_\_\_\_\_, 20\_\_\_\_, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

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

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished

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design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## **5.0. INSURANCE**

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

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

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

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

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

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

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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

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responsible for payments of damages to persons or property.

**6.0. GENERAL PROVISIONS**

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

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

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

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

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

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

IF TO CONSULTANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Attn: \_\_\_\_\_

IF TO CITY:

City of Placentia  
401 E. Chapman  
Placentia, CA 92870  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Attn: \_\_\_\_\_

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

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of

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

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

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

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

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

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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

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

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

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

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

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

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

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

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

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

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

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of

\_\_\_\_\_ which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

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

CITY OF PLACENTIA,  
A municipal corporation

\_\_\_\_\_  
City Administrator

Date: \_\_\_\_\_

ATTEST:

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

CONSULTANT

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

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Risk Management

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

Project Manager

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL

Name, Title

Date: \_\_\_\_\_

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**EXHIBIT A**

**CONSULTANT'S PROPOSAL AND SCOPE OF WORK**

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**EXHIBIT B**

**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**

**APPENDIX B**  
**SUMMARY SHEET**

Firm Name: \_\_\_\_\_

Firm Parent or Ownership: \_\_\_\_\_

Firm Address: \_\_\_\_\_

\_\_\_\_\_

Firm Telephone Number: \_\_\_\_\_

Firm Fax Number: \_\_\_\_\_

Number of years in existence: \_\_\_\_\_

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Types of services provided by the firm: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX C

### CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

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

Name of Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B**

**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**



**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>Ames &amp; Gough</b>		NAMED INSURED Ardurra Group, Inc. 4921 Memorial Highway Suite 300 Tampa, FL 33634	
POLICY NUMBER <b>SEE PAGE 1</b>		EFFECTIVE DATE: <b>SEE PAGE 1</b>	
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:**

Liability policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. Umbrella Liability coverage sits excess over General Liability, Automobile Liability and Employers' Liability coverage. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Workers Compensation, Umbrella Liability, and Professional Liability policies in accordance with policy terms and conditions.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# **DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL LIMITATION OF COVERAGE PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

### **SCHEDULE**

<b>CANCELLATION:</b>	<b>Number of Days Notice:</b>	<b>30</b>
<b>WHEN WE DO NOT RENEW (Nonrenewal):</b>	<b>Number of Days Notice:</b>	<b>30</b>
<b>MATERIAL LIMITATION OF COVERAGE:</b>	<b>Number of Days Notice:</b>	<b>30</b>

**PERSON OR ORGANIZATION:** SEE CA T8 06

**ADDRESS:** .

### **PROVISIONS**

- A.** If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.
- B.** If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown

in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

- C.** If we add a material limitation on the coverage provided by this policy, and a number of days is shown for Material Limitation Of Coverage in the Schedule above, we will mail notice of such limitation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Material Limitation Of Coverage in such Schedule before the effective date of such limitation.

COMMERCIAL AUTO POLICY

ENDORSEMENT - CA T8 06 05 23

POLICY NUMBER: 810-5X558309

**\*\* THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. \*\***

IL T3 54

**IT IS AGREED THAT:**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY  
DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US  
IL T3 54

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:  
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN  
CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE  
GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE  
NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST  
NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS  
POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE  
BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.  
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH  
WRITTEN REQUEST FROM YOU TO US.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN  
REQUEST FROM YOU TO US.

EFFECTIVE DATE: 01/01/24 EXPIRATION DATE:

DATE OF ISSUE: 01/01/24

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT – FLORIDA**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A. BROAD FORM NAMED INSURED</b></li> <li><b>B. BLANKET ADDITIONAL INSURED</b></li> <li><b>C. EMPLOYEE HIRED AUTO</b></li> <li><b>D. EMPLOYEES AS INSURED</b></li> <li><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></li> <li><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></li> <li><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> <li><b>J. PERSONAL PROPERTY</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> <li><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></li> </ul> |
|---|---|

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect

during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

**1.** The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

**2.** The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

## COMMERCIAL AUTO

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

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

### D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30

days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### **G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible applies under Specified Causes of Loss or Comprehensive coverage for "loss" to glass used in the windshield.

#### **H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### **I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### **J. PERSONAL PROPERTY**

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

##### **Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

#### **K. AIRBAGS**

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
  - b. The airbags are not covered under any warranty; and
  - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

#### **L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated

by such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **PROVISIONS**

- 1. The following is added to Paragraph A.1.c., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

- 2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL LIMITATION OF COVERAGE PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

### SCHEDULE

<b>CANCELLATION:</b>	<b>Number of Days Notice:</b>	<b>30</b>
<b>WHEN WE DO NOT RENEW (Nonrenewal):</b>	<b>Number of Days Notice:</b>	<b>30</b>
<b>MATERIAL LIMITATION OF COVERAGE:</b>	<b>Number of Days Notice:</b>	<b>30</b>

**PERSON OR ORGANIZATION:** SEE CA T8 06

**ADDRESS:** .

### PROVISIONS

- A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.
- B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown

in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

- C. If we add a material limitation on the coverage provided by this policy, and a number of days is shown for Material Limitation Of Coverage in the Schedule above, we will mail notice of such limitation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Material Limitation Of Coverage in such Schedule before the effective date of such limitation.

COMMERCIAL AUTO POLICY

ENDORSEMENT - CA T8 06 05 23

POLICY NUMBER: P-630-5X487435

**\*\* THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. \*\***

IL T3 54

**IT IS AGREED THAT:**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY  
DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US  
IL T3 54

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:  
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN  
CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE  
GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE  
NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST  
NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS  
POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE  
BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.  
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH  
WRITTEN REQUEST FROM YOU TO US.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN  
REQUEST FROM YOU TO US.

EFFECTIVE DATE: 01/01/24 EXPIRATION DATE:

DATE OF ISSUE: 01/01/24

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
  - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
    - (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
    - (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

- (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:
  - (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
  - (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

## COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

**b.** The insurance provided to such additional insured does not apply to:

**(1)** Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

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

**(b)** Supervisory, inspection, architectural or engineering activities.

**(2)** Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

**c.** The additional insured must comply with the following duties:

**(1)** Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

**(a)** How, when and where the "occurrence" or offense took place;

**(b)** The names and addresses of any injured persons and witnesses; and

**(c)** The nature and location of any injury or damage arising out of the "occurrence" or offense.

**(2)** If a claim is made or "suit" is brought against the additional insured:

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

**(b)** Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

**(3)** Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

**(4)** Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

## SECTION I – COVERAGES

### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

**2. Exclusions**

This insurance does not apply to:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**b. Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

**d. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

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is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
  - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible;
  - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
    - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
    - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
  - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

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- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) 50 feet long or less; and
  - (b) Not being used to carry any person or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

**(6) An aircraft that is:**

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

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

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and

accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

**q. Unsolicited Communication**

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

**r. Access Or Disclosure Of Confidential Or Personal Information**

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

**s. Asbestos**

- (1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

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- (2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.
- (3) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
  - (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.
- t. Employment-Related Practices**  
"Bodily injury" to:
- (1) A person arising out of any:
- (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the

employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

**COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY****1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

**2. Exclusions**

This insurance does not apply to:

**a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

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This exclusion does not apply to "personal injury" caused by malicious prosecution.

**b. Material Published With Knowledge Of Falsity**

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

**c. Material Published Or Used Prior To Policy Period**

- (1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- (2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

**d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party

against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**f. Breach Of Contract**

"Advertising injury" arising out of a breach of contract.

**g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

**h. Wrong Description Of Prices**

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**i. Intellectual Property**

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- (2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

**j. Insureds In Media And Internet Type Businesses**

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

- (1) Advertising, "broadcasting" or publishing;

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- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

- (1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- (2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or

neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Unsolicited Communication**

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

**q. Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

**r. Asbestos**

- (1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.
- (2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.
- (3) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

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assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

**s. Employment-Related Practices**

"Personal injury" to:

- (1) A person arising out of any:
- (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

**COVERAGE C – MEDICAL PAYMENTS**

**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or

- (3) Because of your operations; provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers' Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

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**SUPPLEMENTARY PAYMENTS**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
  - (1) Agrees in writing to:
    - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (c) Notify any other insurer whose coverage is available to the indemnitee; and
    - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (2) Provides us with written authorization to:
    - (a) Obtain records and other information related to the "suit"; and
    - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverages – Coverage **A** – Bodily Injury And Property Damage Liability or Paragraph **2.e.** of Section **I** – Coverages – Coverage **B** – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

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- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

**SECTION II – WHO IS AN INSURED**

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
  - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
    - (1) "Bodily injury" or "personal injury":
      - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- (2) "Property damage" to property:
  - (a) Owned, occupied or used by;
  - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by,
 

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
  - (1) With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until your legal representative has been appointed.

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- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
  - e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
    - (1) 50 feet long or less; and
    - (2) Not being used to carry any person or property for a charge.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. An organization, other than a partnership, joint venture or limited liability company, or
  - b. A trust;
- as indicated in its name or the documents that govern its structure.
4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
  - b. The insurance provided to such premises owner, manager or lessor does not apply to:
    - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
    - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
  - b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

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venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

**SECTION III – LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C; because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
  - b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS****1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

**2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
- (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
- (a) Any individual who is:
- (i) A partner or member of any partnership or joint venture;
- (ii) A manager of any limited liability company;
- (iii) An executive officer or director of any other organization; or
- (iv) A trustee of any trust;
- that is your partner, joint venture member, manager or trustee; or
- (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.
- However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

#### 4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

##### a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

##### b. Excess Insurance

- (1) This insurance is excess over:
  - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
    - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

- (ii) That is insurance for "premises damage";

- (iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

- (iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

- (v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

- (b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

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

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

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

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

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

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**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**d. Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

## COMMERCIAL GENERAL LIABILITY

2. "Advertising injury":
- a. Means injury caused by one or more of the following offenses:
    - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
    - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
      - (a) Appropriates a person's name, voice, photograph or likeness; or
      - (b) Unreasonably places a person in a false light; or
    - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
  - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.
- However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
- a. Physical harm, including sickness or disease, sustained by a person; or
  - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
- a. By radio or television; or
  - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
    - (1) Radio or television programming being transmitted;
    - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
    - (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;
 provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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- 10.** "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
- 11.** "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.
- 12.** "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
- 13.** "Insured contract" means:
- A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
  - A sidetrack agreement;
  - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - An elevator maintenance agreement;
  - That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph **f.** does not include that part of any contract or agreement:
- That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.
- 14.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 15.** "Loading or unloading" means the handling of property:
- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - While it is in or on an aircraft, watercraft or "auto"; or
  - While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- 16.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - Vehicles maintained for use solely on or next to premises you own or rent;
  - Vehicles that travel on crawler treads;

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**d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

**e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

**f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

**17.** "Occurrence" means:

**a.** An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

**b.** An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

**18.** "Personal and advertising injury" means "personal injury" or "advertising injury".

**19.** "Personal injury":

**a.** Means injury, other than "advertising injury", caused by one or more of the following offenses:

- (1) False arrest, detention or imprisonment;
- (2) Malicious prosecution;
- (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
- (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
- (5) Oral or written publication, including publication by electronic means, of material that:
  - (a) Appropriates a person's name, voice, photograph or likeness; or
  - (b) Unreasonably places a person in a false light.

**b.** Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

**20.** "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

## COMMERCIAL GENERAL LIABILITY

**21. "Premises damage" means:**

- a.** With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or
- b.** With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:
  - (1)** Fire;
  - (2)** Explosion;
  - (3)** Lightning;
  - (4)** Smoke resulting from fire, explosion or lightning; or
  - (5)** Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

- (1)** Rupture, bursting, or operation of pressure relief devices;
- (2)** Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3)** Explosion of steam boilers, steam pipes, steam engines or steam turbines.

**22. "Products-completed operations hazard":**

- a.** Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
  - (1)** Products that are still in your physical possession; or
  - (2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
    - (a)** When all of the work called for in your contract has been completed.
    - (b)** When all of the work to be done at the job site has been completed if your

contract calls for work at more than one job site.

- (c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b.** Does not include "bodily injury" or "property damage" arising out of:
  - (1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
  - (2)** The existence of tools, uninstalled equipment or abandoned or unused materials; or
  - (3)** Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

**23. "Property damage" means:**

- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
- b.** Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

**24. "Slogan":**

- a.** Means a phrase that others use for the purpose of attracting attention in their advertising.
- b.** Does not include a phrase used as, or in, the name of:
  - (1)** Any person or organization, other than you; or
  - (2)** Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

## COMMERCIAL GENERAL LIABILITY

- 25.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 26.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 27.** "Title" means a name of a literary or artistic work.
- 28.** "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.
- 29.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 30.** "Your product":
- a.** Means:
    - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
      - (a)** You;
      - (b)** Others trading under your name; or
      - (c)** A person or organization whose business or assets you have acquired; and
    - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
  - b.** Includes:
    - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
    - (2)** The providing of or failure to provide warnings or instructions.
  - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 31.** "Your work":
- a.** Means:
    - (1)** Work or operations performed by you or on your behalf; and
    - (2)** Materials, parts or equipment furnished in connection with such work or operations.
  - b.** Includes:
    - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
    - (2)** The providing of or failure to provide warnings or instructions.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |  |
|--|--|
| <p><b>A.</b> Non-Owned Watercraft – 75 Feet Long Or Less</p> <p><b>B.</b> Who Is An Insured – Unnamed Subsidiaries</p> <p><b>C.</b> Who Is An Insured – Retired Partners, Members, Directors And Employees</p> <p><b>D.</b> Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees</p> <p><b>E.</b> Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</p> <p><b>F.</b> Blanket Additional Insured – Controlling Interest</p> <p><b>G.</b> Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</p> | <p><b>H.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</p> <p><b>I.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> <p><b>J.</b> Incidental Medical Malpractice</p> <p><b>K.</b> Medical Payments – Increased Limit</p> <p><b>L.</b> Amendment Of Excess Insurance Condition – Professional Liability</p> <p><b>M.</b> Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement</p> <p><b>N.</b> Contractual Liability – Railroads</p> |
|--|--|

### **PROVISIONS**

#### **A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS**

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
  - (2) A watercraft you do not own that is:
    - (a) 75 feet long or less; and
    - (b) Not being used to carry any person or property for a charge;
2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:
  - e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

#### **B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

## COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

### C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

- (1) "Bodily injury":
  - (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
  - (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
  - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
  - (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

#### (2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

#### (3) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

**D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES**

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

**E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES**

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
  - b. An organization other than a partnership, joint venture or limited liability company; or
  - c. A trust;
- as indicated in its name or the documents that govern its structure.

**F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST**

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

**G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS**

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

## COMMERCIAL GENERAL LIABILITY

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
  - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

### H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

### I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

### J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

- occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or
- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**
- For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**
- Sale Of Pharmaceuticals**
- "Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.
5. The following is added to the **DEFINITIONS** Section:
- "Incidental medical services" means:
- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**
- This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**K. MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

**L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY**

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

**M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed; subsequent to the signing of that contract or agreement.

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**N. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c.** Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

## EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

**THIS POLICY, IN PART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE. COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.**

**COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.**

**PLEASE READ THE ENTIRE POLICY CAREFULLY.**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS.**

### SECTION I – COVERAGES

#### A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage **A** of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage **A** of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.
2. Coverage **A** of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any

provisions to the contrary contained in this insurance.

3. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE.**
4. For the purposes of Paragraph 1. above:
  - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:
    - (1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess

Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";

- (2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or
- (3) Payments of defense expenses that are covered by that "underlying insurance", only if such "underlying insurance" includes such payments within the limits of insurance. However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for defense expenses that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance".

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance is actually reduced or exhausted by other payments, Coverage **A** of this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been actually reduced or exhausted by such other payments.

- b. If any "underlying insurance" has a limit of insurance greater than the amount shown for that insurance in the Schedule of Underlying Insurance, this insurance will apply in excess of that greater amount. If any "underlying insurance" has a limit of insurance, prior to any reduction or exhaustion by payment of damages, "medical expenses" or defense expenses described in Paragraph **a.** above, that is less than the amount shown for that insurance in the Schedule Of Underlying Insurance, this insurance will apply in excess of the amount shown for such insurance in the Schedule Of Underlying Insurance.

5. When the "underlying insurance" applies on a claims-made basis and includes a retroactive date provision, the retroactive date for Coverage **A** of this insurance is the same as the retroactive date of that "underlying insurance".

## **B. COVERAGE B – UMBRELLA LIABILITY**

1. We will pay on behalf of the insured those sums in excess of the "self-insured retention" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which Coverage **B** of this insurance applies.
2. Coverage **B** of this insurance applies to "bodily injury" or "property damage" only if:
  - a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;
  - b. The "bodily injury" or "property damage" occurs during the policy period; and
  - c. Prior to the policy period, no insured listed under Paragraph **1.** in Paragraph **B., COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
3. Coverage **B** of this insurance applies to "personal injury" or "advertising injury" caused by an offense arising out of your business, but only if the offense was committed during the policy period anywhere in the world.
4. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE.**
5. "Bodily injury" or "property damage":
  - a. Which occurs during the policy period; and
  - b. Which was not prior to, but was during, the policy period known to have occurred by any insured listed under Paragraph **1.** in Paragraph **B., COVERAGE B –**

**UMBRELLA LIABILITY** of **SECTION II – WHO IS AN INSURED**, or any "employee" authorized by you to give notice of an "occurrence" or claim;

includes any continuation, change or resumption of the "bodily injury" or "property damage" after the end of the policy period.

6. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. in Paragraph B., **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
  - a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - c. Becomes aware by any other means that the "bodily injury" or "property damage" has occurred or has begun to occur.
7. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
8. Coverage B of this insurance does not apply to damages covered by any "underlying insurance" or that would have been covered by any "underlying insurance" but for the exhaustion of its applicable limit of insurance.

**C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES**

1. We will reimburse the insured, or pay on the insured's behalf, "crisis management service expenses" to which Coverage C applies.
2. Coverage C of this insurance applies to "crisis management service expenses" that:
  - a. Arise out of a "crisis management event" that first commences during the policy period;
  - b. Are incurred by the insured, after a "crisis management event" first commences and before such event ends; and
  - c. Are submitted to us within 180 days after the "crisis management advisor" advises you that the "crisis management event" no longer exists.
3. A "crisis management event" will be deemed to:

- a. First commence at the time when any "executive officer" first becomes aware of an "event" or "occurrence" that leads to that "crisis management event"; and

- b. End when we decide that the crisis no longer exists or when the Crisis Management Service Expenses Limit has been exhausted, whichever occurs first.

4. The amount we will pay for "crisis management service expenses" is limited as described in **SECTION III – LIMITS OF INSURANCE**.

5. A "self-insured retention" does not apply to "crisis management service expenses".

6. Any payment of "crisis management service expenses" that we make will not be determinative of our obligations under this insurance with respect to any claim or "suit" or create any duty to defend or indemnify any insured for any claim or "suit".

**D. DEFENSE AND SUPPLEMENTARY PAYMENTS**

1. We will have the right and duty to defend the insured:

- a. Under Coverage A, against a "suit" seeking damages to which such coverage applies, if:

- (1) The "applicable underlying limit" is the applicable limit of insurance stated for a policy of "underlying insurance" in the Schedule Of Underlying Insurance and such limit has been exhausted solely due to payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; or

- (2) The "applicable underlying limit" is the applicable limit of any "other insurance" and such limit has been exhausted by payments of judgments, settlements or medical expenses, or related costs or expenses (if such costs or expenses reduce such limits).

For any "suit" for which we have the right and duty to defend the insured under Coverage A, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance"; or

- b. Under Coverage B, against a "suit" seeking damages to which such coverage applies.

2. We have no duty to defend any insured against any "suit":
  - a. Seeking damages to which this insurance does not apply; or
  - b. If any other insurer has a duty to defend.
3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.
4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.
5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. The cost of:
    - (1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or
    - (2) Appeal bonds and bonds to release attachments;but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.
  - d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
  - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the

applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

## SECTION II – WHO IS AN INSURED

### A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage **A**, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and
2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:
  - a. The limits of insurance afforded to such person or organization will be:
    - (1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or
    - (2) The limits of insurance of this policy; whichever is less; and
  - b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

### B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage **B**:

1. The Named Insured shown in the Declarations is an insured.
2. If you are:

- a. An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, your "officers" and directors are also insureds, but only with respect to their duties as your "officers" or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, your trustees are also insureds, but only with respect to their duties as trustees.
3. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
    - (1) "Bodily injury" or "personal injury":
      - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
      - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
    - (2) "Property damage" to property:
      - (a) Owned, occupied or used by; or
      - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
        - you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).
  - b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - d. Your legal representative if you die, but only with respect to duties as such. That

representative will have all your rights and duties under this insurance.

4. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage for such organization does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or

- (2) "Personal injury" or "advertising injury" arising out of an offense committed;

before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph B. of **SECTION II – WHO IS AN INSURED.**

### **C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES**

With respect to Coverage C, the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.

2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### **SECTION III – LIMITS OF INSURANCE**

- A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought;
3. Number of vehicles involved;
4. Persons or organizations making claims or bringing "suits"; or
5. Coverages provided under this insurance.

As indicated in Paragraph D.1. of **SECTION I – COVERAGES**, for any "suit" for which we have the right and duty to defend the insured under Coverage A, defense expenses will be within the

limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

**B.** The General Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

except:

1. Damages and defense expenses because of "bodily injury" or "property damage" included in the "auto hazard";
2. Damages and defense expenses because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or
3. Damages and defense expenses for which insurance is provided under any Aircraft Liability coverage included as "underlying insurance" to which no aggregate limit applies.

**C.** The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

because of "bodily injury" or "property damage" included in the "products-completed operations hazard".

**D.** Subject to Paragraph **B.** or **C.** above, whichever applies, the Occurrence Limit is the most we will pay for the sum of all:

1. Damages, and defense expenses if such expenses are within the limits of insurance of this policy, under Coverage **A** arising out of any one "event" to which the "underlying insurance" applies a limit of insurance that is separate from any aggregate limit of insurance; and
2. Damages under Coverage **B** because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence".

For the purposes of determining the applicable Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".

**E.** The Crisis Management Service Expenses Limit is the most we will pay for the sum of all "crisis management service expenses" arising out of all "crisis management events". Payment of such "crisis management service expenses" is in addition to, and will not reduce, any other limit of insurance of this policy.

**F.** The limits of insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

## SECTION IV – EXCLUSIONS

This insurance does not apply to:

**A.** With respect to Coverage **A** and Coverage **B**:

### 1. Asbestos

- a. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.
- b. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any damages described in Paragraph **a.** above.
- c. Any loss, cost or expense arising out of any:
  - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
  - (2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

### 2. Employment-Related Practices

Damages because of injury to:

- a. A person arising out of any:
  - (1) Refusal to employ that person;
  - (2) Termination of that person's employment; or

(3) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

b. The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraphs a.(1), (2) or (3) above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

### 3. ERISA, COBRA And Similar Laws

Any obligation of the insured under:

- a. The Employees Retirement Income Security Act Of 1974 (ERISA) or any of its amendments;
- b. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or any of its amendments; or
- c. Any similar common or statutory law of any jurisdiction.

### 4. Medical Expenses Or Payments

Any obligation of the insured under any "medical expenses" or medical payments coverage.

### 5. Nuclear Material

Damages arising out of:

- a. The actual, alleged or threatened exposure of any person or property to; or
- b. The "hazardous properties" of; any "nuclear material".

As used in this exclusion:

- a. "Hazardous properties" includes radioactive, toxic or explosive properties;
- b. "Nuclear material" means "source material", "special nuclear material" or "by-product material"; and
- c. "Source material", "special nuclear material" and "by-product material" have

the meanings given them in the Atomic Energy Act of 1954 or any of its amendments.

### 6. Uninsured or Underinsured Motorists, No-Fault And Similar Laws

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

- a. Uninsured motorists;
- b. Underinsured motorists;
- c. Auto no-fault or other first-party personal injury protection (PIP);
- d. Supplementary uninsured/underinsured motorists (New York); or
- e. Medical expense benefits and income loss benefits (Virginia).

### 7. War

Damages arising out of:

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

### 8. Workers Compensation And Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

### B. With respect to Coverage B:

#### 1. Expected Or Intended Bodily Injury Or Property Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### 2. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**3. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be liable by reason of:

- a. Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises for consumption on your premises;
- b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

**4. Employers Liability**

"Bodily injury" to:

- a. An "employee" of the insured arising out of and in the course of:
  - (1) Employment by the insured; or
  - (2) Performing duties related to the conduct of the insured's business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury" described in Paragraph a. above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

**5. Pollution**

- a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".
- b. Any loss, cost or expense arising out of any:
  - (1) Request, demand, order or statutory or regulatory requirement that any insured or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up,

removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**6. Aircraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

**7. Auto**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "auto".

This exclusion does not apply to "bodily injury" or "property damage" caused by an "occurrence" that takes place outside of the United States of America (including its territories and possessions), Puerto Rico and Canada.

**8. Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership,

maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to a watercraft:

- a. While ashore on premises owned by or rented to any insured; or
- b. That is 50-feet long or less and that:
  - (1) You own; or
  - (2) You do not own and is not being used to carry any person or property for a charge.

#### 9. Electronic Data

Damages claimed for the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

#### 10. Damage To Property, Products Or Work

"Property damage" to:

- a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person or organization, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- b. Premises you sell, give away or abandon if the "property damage" arises out of any part of those premises;
- c. Property loaned to you;
- d. Personal property in the care, custody or control of the insured;
- e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the "property damage" arises out of those operations;
- f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;
- g. "Your product" arising out of "your product" or any part of it; or
- h. "Your work" arising out of "your work" or any part of it and included in the "products-completed operations hazard".

#### 11. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property", or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. A delay or failure by you, or anyone acting on your behalf, to fulfill the terms of a contract or agreement.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

#### 12. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- a. "Your product";
- b. "Your work"; or
- c. "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

#### 13. Violation Of Consumer Financial Protection Laws

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury", "property damage", "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

#### 14. Unsolicited Communication

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

#### 15. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

**16. Knowing Violation Of Rights Of Another**

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

**17. Material Published With Knowledge Of Falsity**

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

**18. Material Published Or Used Prior To Policy Period**

- a. "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- b. "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

**19. Criminal Acts**

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

**20. Breach Of Contract**

"Personal injury" or "advertising injury" arising out of a breach of contract.

**21. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

**22. Wrong Description Of Prices**

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**23. Intellectual Property**

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- a. Copyright;
- b. Patent;

- c. Trade dress;
- d. Trade name;
- e. Trademark;
- f. Trade secret; or
- g. Other intellectual property rights or laws.

This exclusion does not apply to:

- a. "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- b. Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

**24. Insureds In Media And Internet Type Business**

"Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

- a. Advertising, "broadcasting" or publishing;
- b. Designing or determining content of web-sites for others; or
- c. An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs **a.(1), (2) and (3)** of the definition of "personal injury".

For the purposes of this exclusion:

- a. Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- b. The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

**25. Electronic Chatrooms Or Bulletin Boards**

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

**26. Unauthorized Use Of Another's Name Or Product**

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**C. With respect to Coverage C:**

**Newly Acquired, Controlled Or Formed Entities**

"Crisis management service expenses" arising out of a "crisis management event" that involves any organization you newly acquire or form and that occurred prior to the date you acquired or formed that organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed such organization.

**SECTION V – CONDITIONS**

**A. APPEALS**

1. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit" or "self-insured retention", we may do so.
2. If we appeal such a judgment, we will pay all costs of the appeal. These payments will not reduce the applicable limits of insurance. In no event will our liability exceed the applicable limit of insurance.

**B. BANKRUPTCY**

1. Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.
2. In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" had not become bankrupt or insolvent.

**C. CANCELLATION**

1. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this insurance is cancelled, we will send such first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If such first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

**D. CHANGES**

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this policy.

**E. CURRENCY**

Payments for damages or expenses described in Paragraph 5. of Paragraph D., **DEFENSE AND SUPPLEMENTARY PAYMENTS**, of **SECTION I – COVERAGES** will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceding the date the payment is processed.

**F. DUTIES REGARDING AN EVENT, OCCURRENCE, CLAIM OR SUIT**

1. You must see to it that we are notified as soon as practicable of an "event" or "occurrence" which may result in a claim under this insurance. To the extent possible, notice should include:
  - a. How, when and where the "event" or "occurrence" took place;
  - b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses; and
  - c. The nature and location of any injury or damage arising out of the "event" or "occurrence".
2. If a claim is made or "suit" is brought against any insured which may result in a claim under this insurance, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.

3. With respect to Coverage **A**, the insured must:
  - a. Cooperate with us in the investigation, settlement or defense of any claim or "suit";
  - b. Comply with the terms of the "underlying insurance"; and
  - c. Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under this policy or any policy of "underlying insurance".
4. With respect to Coverage **B**, the insured must:
  - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - b. Authorize us to obtain necessary records and other information;
  - c. Cooperate with us in the investigation, settlement or defense of any claim or "suit"; and
  - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which Coverage **B** may apply.
5. No insured will, except at that insured's own expense, voluntarily make a payment, assume any obligation, make any admission or incur any expense, other than for first aid for "bodily injury" covered by this insurance, without our consent.
6. Knowledge of an "event", "occurrence", claim or "suit" by your agent, servant or "employee" will not constitute knowledge by you, unless your insurance or risk manager, or anyone working in the capacity as your insurance or risk manager, or anyone you designate with the responsibility of reporting an "event", "occurrence", claim or "suit":
  - a. Has received notice of such "event", "occurrence", claim or "suit" from such agent, servant or "employee"; or
  - b. Otherwise has knowledge of such "event", "occurrence", claim or "suit".

## **G. DUTIES REGARDING A CRISIS MANAGEMENT EVENT**

You must:

1. Notify us within 30 days of a "crisis management event" that may result in "crisis management service expenses".
2. Provide written notice of the "crisis management event" as soon as practicable. To the extent possible, notice should include:
  - a. How, when and where that "crisis management event" took place;
  - b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the named and addresses of any witnesses;
  - c. The nature and location of any injury or damage arising out of that "crisis management event"; and
  - d. The reason that "crisis management event" is likely to involve damages covered by this insurance in excess of the "applicable underlying limit" or "self-insured retention" and involve regional or national media coverage.

## **H. EXAMINATION OF YOUR BOOKS AND RECORDS**

We may examine and audit your books and records as they relate to this insurance:

1. At any time during the policy period;
2. Up to three years after the end of the policy period; and
3. Within one year after final settlement of all claims under this insurance.

## **I. EXTENDED REPORTING PERIOD OPTION**

1. When the "underlying insurance" applies on a claims-made basis, any automatic or basic "extended reporting period" in such "underlying insurance" will apply to this insurance.
2. When the "underlying insurance" applies on a claims-made basis and you elect to purchase an optional or supplemental "extended reporting period" in such "underlying insurance," that "extended reporting period" will apply to this insurance only if:
  - a. A written request to purchase an Extended Reporting Period endorsement for this insurance is made by you and received by us within 90 days after the end of the policy period;

- b. You have paid all premiums due for this policy at the time you make such request;
  - c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and
  - d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.
3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.
4. Except with respect to any provisions to the contrary contained in Paragraphs 1., 2. or 3. above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

#### J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:
- a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:
- a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

#### K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:
- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

- b. To sue us on this insurance unless all of its terms have been fully complied with.
2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:
- a. Are not payable under the terms of this insurance; or
  - b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage **A** is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.
2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:
- a. Coverage;
  - b. Limits of insurance;
  - c. Termination of any coverage; or
  - d. Exhaustion of aggregate limits.
3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage **A** is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

#### M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing,

excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage A is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

#### **N. PREMIUM**

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph 4. below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED.**

#### **O. PREMIUM AUDIT**

The premium for this policy is the amount stated in Item 5. of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

#### **P. PROHIBITED COVERAGE – UNLICENSED INSURANCE**

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
  - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
  - b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

#### **Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS**

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

#### **R. REPRESENTATIONS**

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

#### **S. SEPARATION OF INSUREDS**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

## **T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage **A**, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
  - a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
  - b. Next, to us; and
  - c. Then, to any person or organization (including the insured and with respect to Coverage **A**, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

## **U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE**

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

## **V. UNINTENTIONAL OMISSION OR ERROR**

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this

provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

## **W. WHEN LOSS IS PAYABLE**

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
  - a. A court decision; or
  - b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

## **SECTION VI – DEFINITIONS**

### **A. With respect to all coverages of this insurance:**

1. "Applicable underlying limit" means the sum of:
  - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs **4.a.(1), (2) and (3) of COVERAGE A – EXCESS FOLLOW-FORM LIABILITY of SECTION I – COVERAGES**; and
  - b. The applicable limit of insurance of any "other insurance" that applies.

The limits of insurance in any policy of "underlying insurance" will apply even if:

- a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
  - b. The "underlying insurer" becomes bankrupt or insolvent.
2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.
  3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
  4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.

5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.
6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.
7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:
- Another insurance company;
  - Us or any of our affiliated insurance companies;
  - Any risk retention group;
  - Any self-insurance method or program, in which case the insured will be deemed to be the provider of such insurance; or
  - Any similar risk transfer or risk management method.

"Other insurance" does not include:

- Any "underlying insurance"; or
  - Any policy of insurance specifically purchased to be excess of the limits of insurance of this policy shown in the Declarations.
8. "Products-completed operations hazard":
- Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
    - Products that are still in your physical possession; or
    - Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
      - When all the work called for in your contract has been completed;
      - When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
      - When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- Does not include "bodily injury" or "property damage" arising out of:
    - The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
    - The existence of tools, uninstalled equipment or abandoned or unused materials; or
    - Products or operations for which the classification listed in a policy of Commercial General Liability "underlying insurance" states that products-completed operations are subject to the General Aggregate Limit.
9. "Suit" means a civil proceeding which alleges damages. "Suit" includes:
- An arbitration proceeding in which damages are claimed and to which the insured must submit or does submit with our consent; or
  - Any other alternative dispute resolution proceeding to which the insured submits with our consent.
10. "Underlying insurance":
- Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance.
  - Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess Follow-Form And Umbrella Liability Insurance.
  - Does not include any part of the policy period of any of the policies described in Paragraphs **a.** or **b.** above that began before, or that continues after, the policy period of this Excess Follow-Form And Umbrella Liability Insurance.
11. "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance.

- B.** With respect to Coverage **B** and, to the extent that the following terms are not defined in the "underlying insurance", to Coverage **A**:
- 1.** "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
    - a.** Notices that are published include material placed on the Internet or on similar electronic means of communication; and
    - b.** Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
  - 2.** "Advertising injury":
    - a.** Means injury, other than "personal injury", caused by one or more of the following offenses:
      - (1)** Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
      - (2)** Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
        - (a)** Appropriates a person's name, voice, photograph or likeness; or
        - (b)** Unreasonably places a person in a false light; or
      - (3)** Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
    - b.** Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.
  - 3.** "Auto" means:
    - a.** A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
    - b.** Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.  
However, "auto" does not include "mobile equipment".
  - 4.** "Bodily injury" means:
    - a.** Physical harm, including sickness or disease, sustained by a person; or
    - b.** Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
  - 5.** "Broadcasting" means transmitting any audio or visual material for any purpose:
    - a.** By radio or television; or
    - b.** In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
      - (1)** Radio or television programming being transmitted;
      - (2)** Other entertainment, educational, instructional, music or news programming being transmitted; or
      - (3)** Advertising transmitted with any such programming.
  - 6.** "Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment or for the purpose of conducting a business transaction:
    - a.** Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account;
    - b.** Information bearing on a person's credit worthiness, credit standing or credit capacity;
    - c.** Social security number;
    - d.** Driver's license number; or
    - e.** Birth date.
  - 7.** "Consumer financial protection law" means:
    - a.** The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);

- b.** California's Song-Beverly Credit Card Act and any of its amendments; or
- c.** Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".
- 8.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9.** "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
- 10.** "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a.** It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b.** You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
- 11.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 12.** "Loading or unloading" means the handling of property:
- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- 13.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads.
- b.** Vehicles maintained for use solely on or next to premises you own or rent.
- c.** Vehicles that travel on crawler treads.
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
- (1)** Power cranes, shovels, loaders, diggers or drills; or
- (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers.
- e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2)** Cherry pickers and similar devices used to raise or lower workers.
- f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1)** Equipment designed primarily for:
- (a)** Snow removal;
- (b)** Road maintenance, but not construction or resurfacing; or
- (c)** Street cleaning;
- (2)** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

- 14. "Occurrence" means:**
- a.** With respect to "bodily injury" or "property damage":
    - (1)** An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury" or "property damage". All "bodily injury" or "property damage" caused by such exposure to substantially the same general harmful conditions will be deemed to be caused by one "occurrence"; or
    - (2)** An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor, unless you are in the business or occupation of providing professional health care services;
  - b.** With respect to "personal injury", an offense arising out of your business that results in "personal injury". All "personal injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits"; and
  - c.** With respect to "advertising injury", an offense committed in the course of advertising your goods, products and services that results in "advertising injury". All "advertising injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits".
- 15. "Officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.**
- 16. "Personal injury":**
- a.** Means injury, other than "advertising injury", caused by one or more of the following offenses:
    - (1)** False arrest, detention or imprisonment;
    - (2)** Malicious prosecution;
  - (3)** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
  - (4)** Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
  - (5)** Oral or written publication, including publication by electronic means, of material that:
    - (a)** Appropriates a person's name, voice, photograph or likeness; or
    - (b)** Unreasonably places a person in a false light.
- b.** Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.
- 17. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.**
- 18. "Property damage" means:**
- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
  - b.** Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.
- For the purposes of this insurance, "electronic data" is not tangible property.
- 19. "Self-insured retention" is the greater of:**
- a.** The amount shown in the Declarations which the insured must first pay under Coverage **B** for damages because of all

"bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence"; or

- b.** The applicable limit of insurance of any "other insurance" that applies.

**20. "Slogan":**

**a.** Means a phrase that others use for the purpose of attracting attention in their advertising.

**b.** Does not include a phrase used as, or in, the name of:

- (1) Any person or organization other than you; or
- (2) Any business, or any of the premises, goods, products, services or work, of any person or organization other than you.

**21. "Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

**22. "Title"** means the name of a literary or artistic work.

**23. "Unsolicited communication"** means any communication, in any form, that the recipient of such communication did not specifically request to receive.

**24. "Volunteer worker"** means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed by you.

**25. "Your product":**

**a.** Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b.** Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

**c.** Does not include vending machines or other property rented to or located for the use of others but not sold.

**26. "Your work":**

**a.** Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

**b.** Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

**C. With respect to Coverage C:**

**1.** "Crisis management advisor" means any public relations firm or crisis management firm approved by us that is hired by you to perform "crisis management services" in connection with a "crisis management event".

**2.** "Crisis management event" means an "event" or "occurrence" that your "executive officer" reasonably determines has resulted, or may result, in:

**a.** Damages covered by this Coverage **A** or Coverage **B** that are in excess of the total applicable limits of the "underlying insurance" or "self-insured retention"; and

**b.** Significant adverse regional or national media coverage.

**3.** "Crisis management service expenses" means amounts incurred by you, after a "crisis management event" first commences and before such event ends:

**a.** For the reasonable and necessary:

(1) Fees and expenses of a "crisis management advisor" in the performance for you of "crisis management services" solely for a "crisis management event"; and

UMBRELLA

- (2) Costs for printing, advertising, mailing of materials or travel by your directors, officers, employees or agents or a "crisis management advisor" solely for a "crisis management event"; and
  - b. For the following expenses resulting from such "crisis management event", provided that such expenses have been approved by us:
    - (1) Medical expenses;
    - (2) Funeral expenses;
    - (3) Psychological counseling;
    - (4) Travel expenses;
    - (5) Temporary living expenses;
    - (6) Expenses to secure the scene of a "crisis management event"; or
    - (7) Any other expenses pre-approved by us.
4. "Crisis management services" means those services performed by a "crisis management advisor" in advising you or minimizing potential harm to you from a "crisis management event" by maintaining or restoring public confidence in you.
5. "Executive officer" means your:
  - a. Chief Executive Officer;
  - b. Chief Operating Officer;
  - c. Chief Financial Officer;
  - d. President;
  - e. General Counsel;
  - f. General partner (if you are a partnership); or
  - g. Sole proprietor (if you are a sole proprietorship);or any person acting in the same capacity as any individual listed above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# **DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL LIMITATION OF COVERAGE PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

### **SCHEDULE**

<b>CANCELLATION:</b>	<b>Number of Days Notice:</b>	<b>30</b>
<b>WHEN WE DO NOT RENEW (Nonrenewal):</b>	<b>Number of Days Notice:</b>	<b>30</b>
<b>MATERIAL LIMITATION OF COVERAGE:</b>	<b>Number of Days Notice:</b>	<b>30</b>

**PERSON OR ORGANIZATION:** SEE CA T8 06

**ADDRESS:** .

### **PROVISIONS**

- A.** If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.
- B.** If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown

in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

- C.** If we add a material limitation on the coverage provided by this policy, and a number of days is shown for Material Limitation Of Coverage in the Schedule above, we will mail notice of such limitation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Material Limitation Of Coverage in such Schedule before the effective date of such limitation.

COMMERCIAL AUTO POLICY

ENDORSEMENT - CA T8 06 05 23

POLICY NUMBER: CUP-5X642114

**\*\* THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. \*\***

IL T3 54

**IT IS AGREED THAT:**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY  
DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US  
IL T3 54

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:  
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN  
CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE  
GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE  
NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST  
NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS  
POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE  
BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.  
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH  
WRITTEN REQUEST FROM YOU TO US.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN  
REQUEST FROM YOU TO US.

EFFECTIVE DATE: 01/01/24 EXPIRATION DATE:

DATE OF ISSUE: 01/01/24



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY  
ENDORSEMENT WC 99 06 R3 (00)**

POLICY NUMBER : UB-5X489557-24-43-G :

**NOTICE OF CANCELLATION  
TO DESIGNATED PERSONS OR ORGANIZATIONS**

The following is added to **PART SIX – CONDITIONS**:

**Notice Of Cancellation To Designated Persons Or Organizations**

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

**SCHEDULE**

<b>Name and Address of Designated Persons or Organizations:</b>	<b>Number of Days Notice</b>
<b>Any Person Or Organization For Which The Insured Has Agreed by Written Contract Executed Prior to Loss To Furnish This Waiver</b>	<b>30</b>



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY  
ENDORSEMENT WC 00 03 13 (00)-**

POLICY NUMBER: **UB-5X489557**

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

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

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**Any Person Or Organization For Which The Insured Has Agreed by Written Contract  
Executed Prior to Loss To Furnish This Waiver**

**DESIGNATED ORGANIZATION:**

DATE OF ISSUE: - -

ST ASSIGN:

**CITY OF PLACENTIA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
TOTUM Corp.**

7<sup>th</sup> of May

THIS AGREEMENT is made and entered into this 2<sup>nd</sup> day of April, 2024 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Totum Corp. ("Consultant").

**WITNESSETH:**

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

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

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

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

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

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

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

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

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

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

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

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

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

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

## **2.0. COMPENSATION AND BILLING**

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

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

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

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

## **3.0. TIME OF PERFORMANCE**

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

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

## **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 3 years, ending on <sup>May 17</sup> April 02, 2027 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. One (1) two-year extension is available based on Consultant performance and at the discretion of the City. Approval of the term extension is contingent upon City Council review and approval at the conclusion of the initial three-years.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement,

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

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

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

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

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

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

## **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better

in the most recent Best's Key Insurance Rating Guide, and approved by City:

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

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

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

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

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

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

5.2. Endorsements. The commercial general liability insurance policy and business

automobile liability policy shall contain or be endorsed to contain the following provisions as worded below.

- (a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

## **6.0. GENERAL PROVISIONS**

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

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

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

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

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

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

IF TO CONSULTANT:

Totum corp  
15130 Ventura Blvd, Suite A  
Sherman Oaks, CA 91403  
Tel: (818) 986-9870  
Fax: (818) 986-9870  
Attn: Danny Kaye

IF TO CITY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

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

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

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

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

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

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

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

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

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

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

CITY OF PLACENTIA,  
A municipal corporation

\_\_\_\_\_  
Damien R. Arrula, City Administrator

Date: \_\_\_\_\_

ATTEST:

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

CONSULTANT

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian L. Bettenhausen, City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Krystle Murillo, Risk Manager

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Chris Tanio, Deputy Director/City Engineer

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL

\_\_\_\_\_  
Luis Estevez, Deputy City Administrator

Date: \_\_\_\_\_

**EXHIBIT A**

**CONSULTANT'S PROPOSAL AND SCOPE OF WORK**

Proposal for:  
**ON CALL CONSTRUCTION MANAGEMENT  
AND INSPECTION SERVICES**  
Presented to:  
**City of Placentia**

---

**Submitted by: **totum****  
**January 30, 2024**





## ON CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

1/30/24

**15130 Ventura Blvd.**  
**Unit A**  
**Sherman Oaks**  
**CA 91403,**  
818 986 9870  
p/f  
Principals

City of Placentia  
401 East Chapman Avenue  
Placentia, CA 92870  
Attn: Chris Tanio PE, Deputy Director/City Engineer

Dear Mr. Tanio:

RE: Request for Proposal for On-Call Construction Management and Inspection Services

Danny Kaye, CCM, PMP, FRICS,  
LEED AP  
310 351 0138 m

We are delighted to submit our qualifications to provide On Call Construction Management and Inspection Services for your upcoming facility capital improvement projects.

Giulio Zavolta, LEED AP  
310 291 4074 m

[www.totumconsulting.com](http://www.totumconsulting.com)

Our address and contact information are on the left-hand margin of this page. The primary contact person is Danny Kaye (CCM, PMP) who has the power to bind Totum contractually and is the signer of this letter. Our Sherman Oaks location will be responsible for the project deliverables for the projects.

[danny@totumconsulting.com](mailto:danny@totumconsulting.com)  
[giulio@totumconsulting.com](mailto:giulio@totumconsulting.com)

Totum was established in 2005 as a small business enterprise to provide design and construction management services to our clients and currently has ongoing work at the Cities of Azusa, Placentia, Huntington Beach and Santa Monica and on call with the City of Long Beach. We are an S corporation with an SBE/VSBE certification.

We have the advantage of 5 years of experience currently working successfully with Placentia with small projects such as ADA upgrades to the Civic Center Police HQ and the BACKS community center, the APWA award winning Navigation Center as well as the current Public Safety Building at the Public Works Yard.

Totum staff have successfully managed many small City and other public and private sector facility projects over the last 20+ years, including new and renovated community centers, new and renovated libraries, police and fire station seismic retrofits and ADA upgrades, roof replacements, facility assessments and parks, park restrooms and several years ago, we finished a very fast track homeless shelter for the City of Placentia, winning an APWA award. Further our proposed staff has worked together, including for Placentia, on many occasions and has substantial experience with public sector projects, renovations, and grounds-up construction.

We have reviewed the typical projects you show as capital improvements and construction projects as well as scope of services that you list as needed by the project team and believe we have the ideal background to provide these services for said proposed projects. Through our innovation we have developed custom tracking tools to help us manage all the scope needed.

Danny Kaye would be the day-to-day lead preconstruction / construction manager exactly as he has done for numerous similar projects including those prior for Placentia. Staff will assist or be assigned, depending on the project status and complexity and for contract administration as called out under section 3, page 5.

Koury, our deputy inspectors and testing lab have been our partners of multiple projects for close to 20 years with and before we were at Totum. We would plan to use a small, women owned firm, PWCC as our labor compliance consultant. Our planned team has

**totum**

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818 986 9870  
p/f**

**Principals**

**Danny Kaye, CCM, PMP, FRICS,  
LEED AP  
310 351 0138 m**

**Giulio Zavolta, LEED AP  
310 291 4074 m**

**[www.totumconsulting.com](http://www.totumconsulting.com)**

**[danny@totumconsulting.com](mailto:danny@totumconsulting.com)  
[giulio@totumconsulting.com](mailto:giulio@totumconsulting.com)**

the experience to oversee the design, provide constructability reviews, assist with bid documents, permitting, QA / QC inspections, claims management and manage construction. Our job is to make sure that all projects are built in accordance with plans and specs.

As you have experienced, when you have Totum on your project, you can reach the actual owners of the company literally 24-7 and as active participants in our projects, we will know what's going on. We have kept our firm and consultants small to ensure we have this oversight and involvement and enable a low overhead and competitive rates. We do what it takes to get a project done.

We listen carefully to what our client needs and try to under promise but over deliver to meet these needs, all the time remembering that it's our clients project and needs we must fulfill, failure is not an option. Most of our work is repeat business and word of mouth. Often, at cost with no mark up, retain other consultants from deputy inspectors through soils engineers, we are happy to provide our clients with the best team possible should the need arise.

As you review our proposal, we ask you to consider the following summary points:

- We have managed dozens of City projects over the last 16+ years as Totum and with prior firms; renovations and grounds up, from a simple new restroom on a beach, through a \$25MM seismic renovation of a fully occupied police station and jail. We know how to work in occupied facilities.
- Construction Management is our core business. We have managed dozens of new build, renovations and tenant improvement projects, from inception to completion, from less than \$10,000 to \$45+ million.
- Our size allows us to specialize in construction / project management and design oversight and be very cost effective with rates and our time.
- We have repeat clients such as the City of Long Beach, City of Placentia, UCLA Farmers Market and recently, the City of Huntington Beach.
- We have a great reputation. As such, we get bidders to the table. We have had a 100% success rate with our projects.
- We are collaborators. We push for equitable solutions. We are high energy, "get-it-done" people. We believe in loyalty and integrity. We really take our role seriously and take the position that "we are the Client", not just consultants.

We have tried to make our qualification package brief, informative and enjoyable and look forward to the next step in your selection process. I should be your point of contact during this process, and I can be reached directly at 310-351-0138 or email [danny@totumconsulting.com](mailto:danny@totumconsulting.com).

We acknowledge the Q&A document posted on Jan 23, 2024. We maintain the page count of 30. We acknowledge the Addendum #1 regarding RFP deadline.

**Regarding proposed exceptions - Totum has no exceptions to enumerate or describe.**

Sincerely,



Danny Kaye, CCM, PMP, FRICS, LEED AP  
Principal

## **Table of Contents**

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- C. Executive Summary
- D. Project Team Organization
- E. Relevant Project Experience and References
- F. Understanding & Approach
- G. Scope of Work
- H. Schedule
- I. (Section 6 per RFQ) Required Proposal Statements / Appendix B and C
- J. Pricing Proposal
  - a. Rate Sheets - ***Submitted Separately***

### **C. Executive Summary**

Totum is a California S Corporation, established in 2005. Our legal name is “Totum Corp” Totum is Latin for complete as our goal has always been to provide our clients with a complete service, or as much help as they need to “get the project done”. Within our firm, we have certified construction managers (CCM), Project Management Professional (PMP) licensed architects and LEED accredited professionals. Danny Kaye is also a licensed GC. If we can’t offer the service ourselves, we are also comfortable bringing in consultants under Totum to help our clients, such as Deputy Inspectors, LEED / Cx Consultants, Independent Estimators and Schedulers.

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LEED AP  
310 351 0138 m

Giulio Zavolta, LEED AP  
310 291 4074 m

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[danny@totumconsulting.com](mailto:danny@totumconsulting.com)  
[giulio@totumconsulting.com](mailto:giulio@totumconsulting.com)

Over the last 20+ years, Totum has been the construction manager for well over 250 projects, from small tenant improvements, through large, complex grounds up construction on a 9 acre highly contaminated site into a LEED gold union hall, new schools and major seismic retrofits and curtain wall replacements on high rise buildings as well as parks, historic seismic retrofits and homeless shelters. The project types we have managed include facility types listed in the RFP scope of work, section 3 such as: new building construction, site improvements, landscape, irrigation projects, site improvements, parks and recs, as well as MEP system upgrades, including fire stations, libraries, city halls, police stations and community centers.

Our general company services include but are not limited to:

- Adaptive Re-Use Studies
- Constructability Review
- Cost Analysis / Cost Benefit Analysis Design / Design Review
- Plan Check Coordination
- Estimating
- Entitlements / Expediting
- Facility Assessment
- Grant Procurement Assistance
- Permitting
- Planning
- Procurements
- Programming
- Project Construction Management [ from concept to completion ]
- Scheduling
- Site Due Diligence
- Sustainability

For your On Call Construction Management and Inspection services we propose to us as Sub Consultants:

- 1) **Koury Engineering** – For Materials Testing and Deputy Inspection, Koury Engineering provides geotechnical engineering, material testing, and inspection services for residential and commercial construction projects

## **ON CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

throughout Southern California. They serve as the Independent Testing Laboratory and the EOR for projects of all sizes from 60 story high-rises in Downtown LA to DSA shade structures at your neighborhood school. From freeway lane additions to OSHPD infrastructure upgrades.

We have used Koury substantially since our inception as “Totum” in 2005. Koury provides reliable quality control & investigative services throughout Southern California. Koury has been providing clients with trusted results since 1992.

Koury has an experienced team of Registered Civil and Geotechnical Engineers on staff, with over 100 inspectors and technicians in the field daily.

### **2) PWCC Solutions - Labor Compliance Consulting**

PWCC Solutions has over 10 years’ experience in public works construction labor compliance working on Federal and State projects with extensive knowledge of Project Labor and Master Labor Agreements. They have managed labor compliance programs for over 20 State and/or Federal projects totaling more than 5 million hours of on-site work.

Totum has acted as construction managers for bid / awarded and as-needed PM / CM for numerous City facilities over the last 18 years, large and small projects. We have very recent experience working on 4 city projects including the extremely fast track Placentia Navigation Center and the current Public Safety Building at the city yard. We know how to work with the City teams, processes and protocols.

For most projects, we have been brought in at about 25% design state. This has enabled us to help our clients with constructability, estimating and bid phase documents. We have provided all the typical Administrative and Inspection scope of PM /CM services role as outlined in section 3-D, page 6 of the RFP, on all projects and specifically those listed below:

City of Placentia ADA Upgrades 2019-2020

City of Santa Monica – Airport Building Seismic Upgrades 2023-2024

City of Placentia PSB, Evidence Storage and Gun Range 2023-2024

City of Azusa Library ADA Upgrades -2018

City of Azusa Sr Center Renovation 2023+

City of Huntington Beach – 2020-23 Navigation Center, Edison Community Center and Rodgers Sr. Center and Park

City of Long Beach El Dorado Park Bridge Replacement and Site Improvements 2016

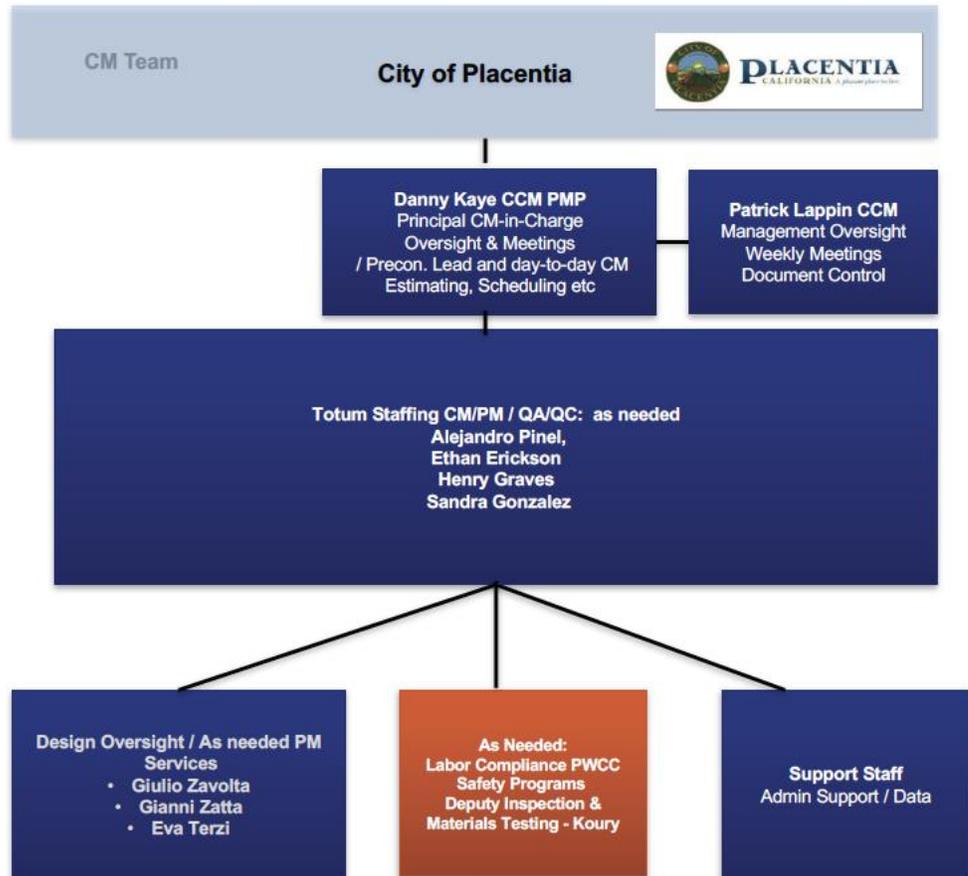
Port of Long Beach Airport Plaza HQ Renovation 2014

UCLA 924 Westwood Center Seismic Renovation 2015

Beverly Hills School District Horace Mann New School - 2016

**D. Project Team Organization**

The below chart outlines our staffing chart and our proposed sub consultants on our team. We are all “on call” and “as needed”. We have listed these consultants and worked with some of them for over 20 years.



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[danny@totumconsulting.com](mailto:danny@totumconsulting.com)  
[giulio@totumconsulting.com](mailto:giulio@totumconsulting.com)

Resumes follow on the next 6 pages. We have limited the resumes to 1 page to keep this package “efficient” and to provide more of a snapshot of the staff skills.

A little more on each Totum staff member:

**Danny** – Co-founder of Totum, Danny’s background was as a general contractor in the 90’s then moved into CM work in 1999, with 25 years experience as a CM, 20+ as Totum.

## ON CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

**Pat** – Sr PM / CM, Pat brought Danny into CM work in 1999. With 40 years+ experience, including building bridges in the UK and the middle east. Pat has managed large capital projects as well as numerous programs for school districts.

**Alejandro** – Danny and Alejandro met when Danny was a consultant at UCLA and Alejandro was a TI PM directly working for UCLA over 6 years ago. Alejandro has worked for Totum for over 5 years with projects for the City of Placentia and Huntington Beach.

**Ethan** – When Danny’s client at UCLA Asset Management introduced Ethan to Danny over a year ago, we felt that his broker and TI experience would be a benefit to Totum. We were right, and Ethan has worked on several complex projects including a fast track \$1MM multi-prime project for a long time Totum client.

**Henry** – Has been with Totum for almost 3 years, working directly under the City of Placentia for the city wide fiber optic distribution project. Henry would provide the role of QA / QC as needed.

**Sandra** – Was our client for 10 years while she was a CPC at the City of Long Beach. When she moved to work for the City of Placentia, and a suitable project arose, we were introduced to Luis Estevez and we have been assisting since then! Sandra has 25+ years experience working for public agencies, with her specialty, as a FASLA, with parks and recs.

**Totum Design:** As a company that offers design services, we can use our in house team as back up and often, for help during constructability.

**Koury:** We have selectively been utilized Koury since pre-Totum, for 25 years now. We are currently using them for our PSB project for the City of Placentia.

**Labor Compliance:** Although the City is likely to continue using LCP tracker for labor compliance, we do have a firm we can use, should the need arise.

**Safety:** Although this is be a contractor means and methods, with PM / CM oversight, we have an alliance with a firm that can provide full safety services.



## Danny Kaye – 2023 Brief Resume (Also See “Profiles”)

Danny Kaye, principal, has almost 30 years of experience initially as a contractor and then as a senior construction project manager, estimator, and scheduler, working with commercial, institutional, office and retail projects for shell and core, interior/exterior infrastructure, and tenant improvements.

Representative Key Projects include **but are not limited to:**

- **City of Huntington Beach 2022-2023:** \$2MM Renovation of Rodgers Community Center and new Park - Construction Manager.
- **City of Huntington Beach 2020** (on call agreement) Sr CM for a fast-track ocean bluff bike and walking path, \$1.8MM to complete summer 2022; Rodgers senior center renovation and new public park, \$2.3MM, due to complete 2022.
- **City of Huntington Beach 2020-2021:** \$8MM Fast track grounds up of new homeless navigation Center, renovation of Edison Community Center, new skate park and Slater roof replacement - Construction Management Services.
- **City of Placentia – 2019-2021+:** Fast track, APWA award winning conversion of warehouse into homeless shelter; ADA upgrades to police station and community center. Pre-construction services for new police station evidence storage building and gun range due to bid in late 2021/early 2022
- **Port of Long Beach –** Danny has worked on multiple Port of Long Beach projects including a 200,000 sq. ft high rise renovation at Long Beach Airport Plaza.
- **City of Long Beach – 2003-2019+ Construction Project Manager** for the CMAA award winning \$25MM abatement / seismic renovation / re-skin and tenant improvements, while partially occupied, of the phased 175,000 sq. ft. 6 story (plus 2 basement levels) of the Public Safety Building\* and Fire Station #1\*, and over 50 various City facility upgrades and improvements (Parks and Recs, Fire Department, Library), McBride Teen Center, a new ~\$3.6M 5,000 sq. ft. teen center, MacArthur Park Branch Library, a new \$8.5M library, LEED certified Silver, FEMA studies and seismic evaluation of and planning of a new \$200M+ replacement high rise City Hall, City wide facility assessments for over 130 City locations, Main Library Roof seismic analysis, Parks and Recs with the successful Ocean Boulevard Bluff Restoration and Belmont Olympic Pool two phased investigation and repairs as well as overseeing the Queen Mary life safety project. Recent projects include the turnkey El Dorado Bridge Replacement, Craftsman Park and the LEED Gold Orizaba Community Center. Oversight of the EDPD police sub station of Schroeder Hall Army Barracks, the fast-track demolition of the old County Courthouse, EDNC Bridge replacement (2012 and 2016)

Danny Kaye, CCM, FRICS, PMP  
LEED AP

President / Principal Sr. CM  
310 351 0138  
danny@totumconsulting.com



### Education / Qualifications:

University of Central England - 1993, Bachelor of Science (B.Sc. Honors) Upper Second -Construction Management (Quantity Surveying)

- LEED Accredited Professional (LEED AP)
- Certified Construction Manager, (CCM) Construction Managers Association of America
- Project Management Professional (PMP) - Member of the Project Management Institute
- CMAA 2005 award for management of \$10-\$50M public works project
- APWA 2020 Award for Homeless Shelter, City of Placentia
- APWA 2021 Award for Homeless Shelter, City of Huntington Beach
- CMAA 2022 Award for Homeless Shelter, City of Huntington Beach



## Patrick Lappin, Sr Construction Manager – 2023 Brief Resume (Also see profiles)

Patrick Lappin brings over 40 years of construction, design and development experience to clients covering the entire spectrum of project, program, and construction management from initial conceptualization and entitlement through design, engineering, and construction. He brings extensive local knowledge having worked the last 30 years in the greater Los Angeles area. Pat’s experience includes working as a contractor, engineer, and owner’s representative. His management skills cover all the major project delivery types such as lump sum, GMP, design-build, multi-prime and lease-leaseback. He has been responsible for a great variety of projects, including building core and shell, tenant interiors and civil engineering construction.

Pat has previously served as the program manager for the Beverly Hills USD schools modernization bond program, the program executive for the Santa Monica-Malibu Unified School District’s modernization bond program; the Placentia-Yorba Linda Unified School District’s new construction and modernization bond program; the Orange Unified School District’s modernization program; the City of Long Beach Public Safety Building upgrades and the Port of Long Beach's new maintenance facilities.



### Education / Qualifications:

Queen’s University, N.I - Bachelor of Science, Civil Engineering

- Institution of Civil Engineers (UK), Member
- Certified Construction Manager (CCM), Construction Management Association of America

### Representative Key Projects Include:

- **City of Huntington Beach 2022-2023:** \$2MM Renovation of Rodgers Community Center and new Park.
- **City of Huntington Beach 2020-2021:** Fast track grounds up of new Navigation Center, renovation of Edison Community Center, new skate park and Slater roof replacement - Construction Management Services.
- **City of Placentia – 2019-2021+:** Fast track, APWA award winning conversion of warehouse into homeless shelter; ADA upgrades to police station and community center. Pre-construction services for new police station evidence storage building and gun range due to bid in late 2021/early 2022
- **Placentia-Yorba Linda Unified School District, CA – Program Executive-** Preconstruction, New Construction, and Modernization Program. \$350M, 10-year program included a new high school, middle school, elementary schools and numerous modernization projects.
- **Santa Monica-Malibu Unified School District, CA – Program Executive/Program Manager -** Program and Construction Management Services. \$300M modernization and new facilities bond program for 2 high schools and 6 elementary schools.
- **University of California Riverside, CA – Project Executive -** Construction Management Services. Material Science and Engineering Building, \$80M, 129,000 SF research and instructional laboratory facility.
- **Orange Unified School District, CA - Program Executive –** Program and Construction Management Services, Modernization Program. \$90M elementary schools modernization program.
- **Chaffey Community College, Rancho Cucamonga, CA – Program Manager -** Program and Construction Management. Program involved a nine-year \$300M design and construction management program. Led this project from



## Alejandro Pinel, Construction Manager - Brief Resume 2023 (Also see Profiles)

Alejandro Pinel has worked on construction projects for the past 14 years. His work experience includes internships with electricians, framers, and development companies as well as computer drafting for a permit expediting firm. Before Totum, Alejandro spent 4 years as a project manager for UCLA Asset Management which provided him with valuable fast track tenant improvement and renovation skills which he brings to each project. Alejandro came to Totum in 2018.

Alejandro currently serves as construction manager for several projects. His responsibilities range from bidding, preparing construction documents to reviewing plans, drafting contracts and scheduling contractors. Alejandro also performs specialty tasks on an as-needed basis whenever required by specific projects.

In general, Alejandro works with Principal Danny Kaye and Patrick Lappin to supplement and coordinate tasks.

### Representative Project Experience Includes:

- **City of Placentia** – 2019-2021+: Fast track, APWA award winning conversion of warehouse into homeless shelter; ADA upgrades to police station and community center. Pre-construction and construction services for new police station evidence storage building and gun range underway as of 2022. Due to complete in 2024
- **Supernal Flight Test Center: 2022 – 2023** – Fast Track \$10MM site set up and multiple new structures / renovation. (A Hyundai / Kia company). Construction Manager
- **City of Huntington Beach 2022-2023:** \$2MM Renovation of Rodgers Community Center and new Park - Construction Manager.
- **City of Huntington Beach 2020-2021:** Fast track grounds up of new Navigation Center, renovation of Edison Community Center, new skate park and Slater roof replacement - Construction Management Services.
- **AF Gilmore Company**, Farmer’s Market, Los Angeles, CA – Construction Manager on the multi prime delivery of a new \$2.5MM new building to the Original Farmers Market.
- **PMA Union Hall, CA** – coordinated the fast-track improvements to this existing Union Dispatch Hall.
- **Occidental College, CA** – assisting on a variety of tenant improvement projects varying in value from \$100K to \$9MM.
- **St Johns Wellchild Avalon Clinic** – CM for the renovation of a \$2.5MM clinic renovation.



### Education / Qualifications:

California State Polytechnic University, Pomona - Construction Engineering Technology  
Fluent written/spoken Spanish  
AutoCAD proficient.



## Ethan Erickson, Project Engineer Brief Resume (Also see Profiles)

Ethan Erickson has worked within the construction and real estate development field for the past 3 years with residential and commercial firms across Southern California. Before joining Totum, Ethan worked in real estate brokerage and as an interior design and build consultant for 3 years specializing in single family development, design, analysis/underwriting, feasibility and permitting. Ethan’s wide array of experience throughout the industry allows him to engage with and support our clients throughout the construction process. Ethan joined Totum in early 2023.

Ethan currently serves as a Project Engineer / Assistant Construction Manager for several projects. His responsibilities range from site visits, documentation, bidding, preparing construction documents to reviewing plans and schedules, drafting contracts, and scheduling contractors and trades. Pay application and submittal review. Ethan also performs specialty tasks on an as-needed basis whenever required by specific projects.

In general, Ethan works underneath the Principal Danny Kaye and Patrick Lappin to supplement and coordinate tasks.

Representative Project Experience Includes:

### Project Engineer (With Totum)

- **St Johns Community Health, San Bernardino, CA – 2023:** The fast track \$2MM renovation of a medical office building, to OSHPD 3 standards.
- **St Johns Community Health, Compton, CA – 2023-2024:** The \$4MM renovation of an old church and gun range into a 11,000 sq ft clinic, to OSHPD 3 standards.
- **West Valley Food Pantry, Woodland Hills, CA – 2023:** Currently working on the construction of a new \$4MM food pantry.
- **City of Santa Monica, CA – 2023:** Assisting on an \$8MM renovation of a historic building at the Santa Monica Airport and Runway Repairs and Lighting Replacement.
- **Medical TI – West Hollywood – 2023 –** Assisting on a \$650,000 medical office TI for a plastic surgery center.
- **Retail Located Medical TI, San Jacinto – 2023 –** Assisting on a \$300,000 medical / dental renovation in an existing dental clinic in a large retail campus.

### Previous Work Experience:

**Asset Management / Interior Design & Build, ERG - Los Angeles, CA**

### Education / Qualifications:

University of California,  
Berkeley  
Batchelor of Arts

Real Estate Construction and  
Development:  
Asset Management and Brokerage /  
Underwriting / Feasibility / Bidding /  
Contracting

CAD/Design:  
Sketchup / Adobe Illustrator  
10 Hour OSHA Certification



## Henry Graves

Over 33 years of strong proficient work history in roadway, traffic signal & Streetlight infrastructure & construction. In-depth knowledge of county and state regulations as well as utility providers. A proven history of getting the job done right and efficiently. Team-oriented with the integrity and dedication needed to build a successful and respected organization. Hardworking and reliable with a strong ability to communicate and motivate field personnel to produce the best product possible. Work with project teams and customers. Offering a proactive and punctual team-oriented mentality. Strong knowledge of Construction JHA, CAL OSHA, CAMUTCD, CAL TRANS and SCE permits.  
Motto - (Measure twice cut once!)

Henry Graves  
Field QA / QC



Select Electric Inc /  
Labor Coordinator  
Cerritos Ca

Siemens Mobility Inc/  
Construction Field Supervisor  
Anaheim, CA

As a Maintenance/Emergency-Traffic Signal/Streetlighting Company, (No day or job was ever the same). Performed site evaluations, assess damage to existing systems, write up scope of work to repair/restore what was damaged, (conduits, foundations poles, rewire). Scheduled construction crews and worked with necessary Subcontractors and City Engineers/Inspectors to get utilities back up and running in a timely manner. Developing functional solutions to difficult problems. Improved operations by working with team members and customers to find workable solutions in emergency situations. Worked closely with team members to deliver project requirements, develop solutions and meet deadlines. Provided excellent service and attention to customers when face-to-face or through phone conversations. Handled all delegated tasks, including Meeting with customers to assist in engineer budgets, scope of work, scheduling.

Republic ITS  
Construction Superintendent  
Anaheim, CA

Signal Maintenance Inc /  
Construction Superintendent  
Anaheim, CA

Motivated and supported field workers completing work to increase work quality and efficiency.  
Maintained project compliance by reviewing contractor scope, materials and pricing take-offs to achieve competitive bidding  
Coordinated schedules and day-to-day activities of crew to satisfy project needs.  
Collaborated with field engineering and construction to prepare scopes of work for inclusion into bid packages.  
Estimated materials and labor requirements to complete jobs within budgetary and timeline requirements.  
Kept track of all inventory, including supplies and materials to prevent losses.



Sandra Gonzalez,  
Landscape Sr. PM

California Polytechnic State  
University, San Luis Obispo, CA  
Bachelor of Science, Landscape  
Architecture 1984  
California State University, Long  
Beach, Long Beach, CA  
Masters Degree, Public Policy and  
Administration 2005



## Sandra Gonzalez – Brief Resume 2023

Sandra has partnered up with Totum on several parks and recs type projects over the last few years. We have a relationship going back over 20 years to when Sandra worked at the City of Long Beach. We have worked with Sandra just recently on a parks project in Long Beach (Camp Fire @ Deforest Park)

### **CSU Chancellors Office, *Principal Construction Management Program Manager 2019 - 2022***

Support Construction Management efforts systemwide for 23 California State University campuses. Maintain and update all forms and documents associated with construction delivery methods and conduct annual training to campuses on significant construction-related issues and processes.

### **City of Placentia, *Director of Community Services. 2016-2019***

#### **City of Pico Rivera, *Director of Parks & Recreation 2013-2016***

Responsible for all operations, management, and personnel of the Pico Rivera Dept of Parks and Recreation. Leading a staff of 130 full and part-time employees, provide leadership in strategic planning and implementation. Responsible for Department budget, programming, major special events, major project implementation, and oversee the Parks and Recreation Commission.

#### **January 2009-Feb 2013; City of Long Beach Dept. Parks, Recreation & Marine**

##### ***Bureau Manager, Planning & Development***

Oversee all Planning and Development efforts for the Department of Parks, Recreation & Marine. Responsibilities include budgeting, planning, overseeing design and construction efforts for Capital Projects and long-range planning. Projects include new parks, community centers, marinas, and beach structures. Oversee a staff of 10 persons. Department budget of \$40M. Liaison to Council offices, Commissions, and community groups.

#### **City of Long Beach Department of Public Works, *City Project Management Officer 2002 -2008***

Oversee the management, budget, and schedules of all Public Safety, Parks and Recreation, Library and Civic Center projects, from consultant selection through design and final construction. Also work on major master planning and facility assessments for all facilities. Responsible for regulatory and environmental compliance on all projects. Oversee a staff of 11 Civil Engineers / Architects/ Inspectors /Project Managers. Responsible for approximately 100 projects and \$100 Million dollars of funding.

#### **Los Angeles County Dept. of Parks and Recreation, *Division Chief, Project Management Division 1998 – 2002***

Responsible for administration and implementation of \$285 million dollar Capital Improvement budget, resulting from California Bond Acts of 1992 and 1996. Projects range from construction of new park facilities, nature centers and sports complexes, to refurbishment and renovation of existing facilities. Staff of 35.

**E. Relevant Project Experience and References**

Over the last 20+ years, Totum has been the construction manager for well over 250 projects, from small tenant improvements, through large, complex grounds up construction on a 9 acre highly contaminated site into a LEED gold union hall, new schools and major seismic retrofits and curtain wall replacements on high rise buildings as well as parks, historic seismic retrofits and homeless shelters. The project types we have managed include facility types listed in the RFP Scope of Work, Section 3 such as: fire stations, libraries, city halls, police stations, community centers, parks and beaches.

We provide herewith 3 references for similar type projects completed within the last 4 years. Also see additional projects. Of the staff listed Section D, Danny Kaye, Alexandro Pinel and Pat Lappin have all been involved with these referenced projects.

Project #1. Supernal @ Hyundai – Phase 1a / 1b ~\$10MM  
Period: August 2022 – Present  
Client: Supernal  
Contact Name: Niraj Nath  
Head of Facilities Strategy & Management  
[niraj.nath@supernal.aero](mailto:niraj.nath@supernal.aero)  
510 371 2625

Totum managed the “**dirt to done**” fast-track build of a 90,000 sq ft desert site for Supernal. Other phases pending. See profile.

Project #2. Michael Rodgers Community Center ~ \$2MM  
Period: December 2021 – December 2022  
Client: City of Huntington Beach  
Contact Name: Chris Slama  
Director of Community & Library Services  
City of Huntington Beach  
[cslama@surfcity-hb.org](mailto:cslama@surfcity-hb.org)  
714 536 5495

Totum managed the project from bid award through completion. Demolition of existing building, renovation of existing building. Construct new Park and parking lot. See profile.

Project #3. Edison Community Center ~\$1.2MM  
Period: December 2020 – December 2021  
Client: City of Huntington Beach  
Contact Name: Chris Slama  
Director of Community & Library Services  
City of Huntington Beach  
[cslama@surfcity-hb.org](mailto:cslama@surfcity-hb.org)  
714 536 5495

Totum managed the project from bid award through completion. Demolition and substantial renovation of existing building. See profile.

**15130 Ventura Blvd.**  
**Unit A**  
**Sherman Oaks**  
**CA 91403,**  
**818 986 9870**  
p/f

Principals

Danny Kaye, CCM, PMP, FRICS,  
LEED AP  
310 351 0138 m

Giulio Zavolta, LEED AP  
310 291 4074 m

[www.totumconsulting.com](http://www.totumconsulting.com)

[danny@totumconsulting.com](mailto:danny@totumconsulting.com)  
[giulio@totumconsulting.com](mailto:giulio@totumconsulting.com)

## ON CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

Project #4. City of Placentia Navigation Center ~\$3MM  
Period: August 2019 – April 2020  
Client: City of Placentia  
Contact Name: Luis Estevez  
Deputy City Administrator, Public Services & Infrastructure  
[lestevez@placentia.org](mailto:lestevez@placentia.org)  
714 993 8120 - 714 528 4640

Totum managed this APWA award winning project from concept, design through completion. Fast track conversion of a warehouse into a homeless navigation center and replaced site modification. See profile.

**Others:**

Project #5. CCRC Head Start School ~\$2.5MM  
Period: October 2021 – November 2022  
Client: CCRC  
Contact Name: Eric Corrales, MBA  
HS Operations Manager  
[ECorrales@ccrcca.org](mailto:ECorrales@ccrcca.org)  
818 717 4508 - 818-377-1522

Totum managed the project from design wrap up through bid and completion. Located in Lancaster, CA. This was a conversion of large retail space into modern head-start school.

Project #6. Huntington Beach Navigation Center. ~\$6MM  
Period August 2020 – December 2020.  
Client: City of Huntington Beach  
Contact Name: Sean Crumby  
Director of Public Works  
[sean.crumby@surfcity-hb.org](mailto:sean.crumby@surfcity-hb.org)  
714 206 6639

During the peak of Covid Totum provided preconstruction and construction management services and managed multiple contractors for this extremely fast tracked and critical project for a 150-bed homeless shelter. 12,000sq ft facility in a sprung structure on a 2-acre site. Overall hard costs of about \$6M. See profile.

Project #7. Occidental College ~\$12MM  
Period August 2018 – December 2020.  
Client: Occidental College  
Contact Name: Thomas Polansky (Now at the Huntington)  
Facilities Director  
[tpolansky@huntington.org](mailto:tpolansky@huntington.org)  
626 405 2252

Multiple complex renovations of several occupied facilities including the Anderson Center and other special project including the Gilman Fountain restoration, Sycamore Glenn restoration and several roofing projects.

# 2024 On-Call Program Project Management & Construction Management



## Project Profile

### Placentia Navigation Center

**Fast Track - Completed March/ April 2020**

~10,000 sq. ft. Interior Improvements with Partial Site Work

Hard Cost: ~\$3,000,000

- Totum provided Preconstruction and Construction Phase Services.
- Critical timeline, driven by lawsuit.
- Emergency provisions allowed special procurement route
- Select, limited bidder list (prequalified).
- Requirement for all new utilities as exiting warehouse had limited power, gas, water etc.
- CASp reviewed for compliance.
- Special seismic upgrades required prior to work commencing.
- Partial grant funded.

Change Orders: ~10%, For Owner Change Requests and Site Conditions.

Totum Role: PM / Construction Managers from design through construction for all phases.

Contractor: Cannon Constructors

Architect: Totum

Client: City of Placentia / PATH Homeless Services

Special Issues: Critical timeline, upgraded utilities, ADA improvements to hardscape. Impacted by COVID.



## Project Profile

### Huntington Beach Edison Center ADA / Renovation

**Fast Track - Completed March 2021**

~11,000 sq. ft. ADA and Interior Improvements

Hard Cost: ~\$1,000,000

- Totum provided Preconstruction and Construction Phase Services.
- Critical timeline for opening
- Traditional design-bid-build
- Bid with Qualification Requirements
- Low Bidder Rejected

Change Orders: ~8%, For Owner Change Requests and Site Conditions.

Totum Role: PM / Construction Managers from design through construction for all phases.

Contractor: Horizons Construction

Architect: Pacific Rim Architects

Client: City of Huntington Beach

Special Issues: Hazmat abatement, covid climate, limited budget.



# 2024 On-Call Program Project Management & Construction Management



## Project Profile

**Park and Community Center**                      **2021-2022**  
**Huntington Beach, CA**

2,625 sq. ft. single story major renovation, parking lot and park.  
Hard Cost: ~\$2.5MM. Includes renovation, park and parking lot

- Public Client
- Competitive Bid
- High Profile

Change Orders: ~5% of which ~2% was added scope.

Totum Role: Construction Management, overseeing project from award through completion.

Contractor: Legion Builders

Architect: RJM

Client: City of Huntington Beach

Special Issues: Dealing with community, long lead times caused by covid. Fire department use of the demolished community center for training.



## Project Profile

**Public Safety Building, Long Beach, CA 2005**

162,000 sq ft 2+6 stories

\$17.5M Seismic / Shell / Core

\$8.5M Tenant Improvement

Duration: 24 months (construction portion)

Awards: CMAA 2005 construction management for public works project <\$50M

Totum Role: Totum staff was Construction Managers with 3D/International for this project, with day to day on site CM /PM services.

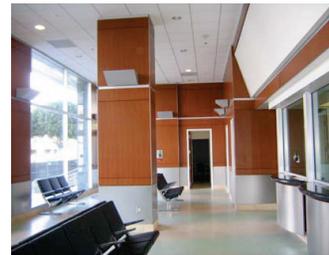
Contractor: Swinerton Builders

Architect: Nadel / Langdon Wilson

Client: City of Long Beach, Department of Public Works

Special Issues: Required over 16 months of planning, and the creation of temporary facilities including a temporary fire station, at locations around the City for the fire and police department as well as the mandatory requirement to keep portions of the building fully active for police and jail functions to keep the facility licensed. Created an additional 1,500 sq ft community center by infilling covered exterior portions of the building.

Special Features: Fully abated, new MEP systems, cool roof, seismic upgrade to "critical facility" standards, New generator, restrooms, stair pressurization, new kitchen, walk in refrigerators, new curtain wall system, new state-of-the-art jail hardware and seismic monitoring equipment installed by CSULB.



# 2024 On-Call Program Project Management & Construction Management



## Project Profile

**County Courthouse Demolition 2015 -2016**  
**Long Beach, CA \*\*\* on track for 5/31/16 \*\*\***

~340,000 sq. ft. 6 story 1960's structure with subterranean parking

Hard Cost: ~\$6.9MM. Includes site demolition / grading

- Competitive Public Works Bidding
- Substantial hazmat abatement
- Extremely fast track with no ability for time extension
- Totum assisted as PM / CM from concept through completion
- Critical coordination with SCE and utility companies
- No "design team". Totum had to ad-hoc bid documents in compliance with City standards
- Required PLA

Change Orders: ~15%, 5% anticipated as added scope.

Totum Role: Construction Managers, contractors, and overseeing project from design process through completion.

Contractor: Environmental Construction Group, Signal Hill

Client: City of Long Beach Economic Development

Special Issues: Substantial Hazmat, Coord with PD, SCE.



## Project Profile

**Mark Twain Library, Long Beach, CA**

16,070 sq ft

\$8.2M shell / core

Type 5 fully sprinklered, wood framed, stucco, built up roof / metal roof.

Duration: 11 months to substantial completion

Change Orders: <2%

LEED Certified – Silver

Totum Role: Construction Managers overseeing project from design to completion. Initially with 3DI and then as a consultant to Parsons-3DI.

Contractor: Swinerton Builders

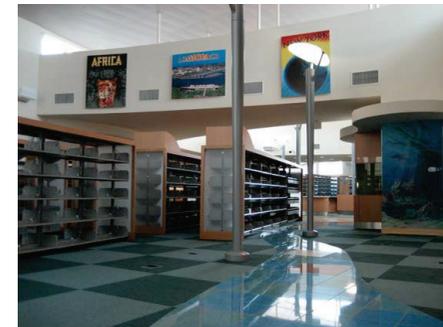
Architect: CWA, Glendale

Client: City of Long Beach, Department of Public Works

Special Issues: LEED boot camp, partnering, Section 3 labor outreach required and complied, public art pieces, neighborhood input.

Special Features: Yellow brick road, salt water aquarium, 3D pop out book bench.

LEED Consultant: Jim Ogden (Now with 3QC Inc)





# 2024 On-Call Program Project Management & Construction Management



## Project Profile

**City of Long Beach El Dorado Nature Reserve – Replacement Pedestrian Bridge, Signage and Amphitheater.**

**2016-2017**

**Parks and Recreation**

Hard Cost: ~\$750,000

- Competitive Bidding / Public Works
- Totum provided Construction Management
- Totum provided preconstruction and construction phase assistance
- Deadline for work scope due to seasonable nesting requirements for wildlife.

Change Orders: ~10%, For Owner Requests and Site Conditions.

Totum Role: PM / Construction Managers from design through construction

Contractor: Bitech Construction Company

Architect: AHBE

Client: City of Long Beach / Public Works / Parks and Recs

Special Issues: Pre-order of Bridge Shop Drawings prior to Bid Process, Totum 2<sup>nd</sup> project at this location within 5 years. Grant funding from Regional Mountain Conservancy



## Project Profile

**East Division Sub Station**

**2014 -2016**

**Long Beach, CA**

~24,549 sq. ft. police sub station geared towards juvenile detention. ~204,000 sq. ft. Sitework

Hard Cost: ~\$6,100,000. (~\$244 per sq. ft.) Includes site and FF&E

- Competitive Public Works Bidding
- Demolition down to studs and slab
- Substantial hazmat abatement
- Totum assisted as PM / CM from concept drawings through completion

Change Orders: ~8% of which ~4% was added scope.

Totum Role: Construction Managers, contractors, and overseeing project from design process through completion.

Contractor: Robert Clapper Construction

Client: City of Long Beach

Special Issues: Historic building, addition of an elevator.





**ON CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

**F. Understanding & Approach**

**15130 Ventura Blvd.  
Unit A  
Sherman Oaks  
CA 91403,  
818 986 9870  
p/f**

Principals

Danny Kaye, CCM, PMP, FRICS,  
LEED AP  
310 351 0138 m

Giulio Zavolta, LEED AP  
310 291 4074 m

**[www.totumconsulting.com](http://www.totumconsulting.com)**

[danny@totumconsulting.com](mailto:danny@totumconsulting.com)  
[giulio@totumconsulting.com](mailto:giulio@totumconsulting.com)

Having worked for multiple municipalities going back 20 + years, for clients such as the City Long Beach, Huntington Beach\*, Carson\* Azusa\*, Placentia\*, Irvine\* and Santa Monica\* [ \* currently working with or recently finished a project], we have learned, complied with, and even helped edit, certain city processes and worked with them with alternate and specific procurement methods.

With our experience working at our city clients as well as long term clients like UCLA, BHUSD and other private clients, we have dealt with all public agencies, city, county, state and federal, including DSA and OSHPD on federal and state funded projects.

We have found most clients have differing forms and protocols. Charter City’s also vary. We work with the city forms and processes and have even improved them and picked out errors. We have also automated them, so they are more efficient and have supplemented them with our own forms we have created to enable the city, the public work and or parks and recs staff, to have better controls. From our engagement, we work with our forms and city provided formats.

Of the projects within the RFP Section 3 Scope of Work that you indicate you are undertaking, there are the numerous types of projects with which we are very familiar, experienced, and comfortable managing.

As a small firm, we are very hands on. Our project team shall be led by Danny Kaye, as the day-do-day person. A small project can be managed differently than a large project, so we would need to assess each projects needs.

We are very suited to help you with building type projects such as new build, renovations, seismic upgrades, demolition and park projects that have special needs.

Our approach to management of any project is to create a collaborative environment and treat every team member as a vested stakeholder. There are contracts, with their related terms and conditions, for most of the project delivery team members and these must be complied with, but it is in everyone’s best interests to collaborate and that in turn enhances the rate of success. Our goal is to minimize the risks, increase the opportunities to maintain the budget and deliver the project with the desired quality and within the schedule. We utilize practices, tools and standards we have perfected over the years and modified in line with the Construction Management Association of America (CMAA) published standards. We ensure we get familiar with all stakeholders, agency and project specific issues. We have very recent experience working on City projects including the extremely fast track

## ON CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

Navigation Center and currently the Public Safety Building. We know how to work with our City clients and provide for the services you have outlined. We understand the need to have projects completed within strict deadlines. We know the logistics and complexities involved with all aspects of a project, from concept through completion as we proved for the fast track HB Navigation Center. We are familiar with most software systems and assess their needs for each project and client requirement.

Our primary objective is to provide you a team that can professionally manage a specific project, from a part time person through several full-time team members, which we are confident we have, and to staff the project with adequate hours necessary for Totum and consultant support as needed to start a project correctly, with budget and constructability and realistic timelines.

Our second objective is to ensure the bid documents [plans and specifications] have been checked, are thorough and structured and capture all project needs.

The third objective is to work collaboratively with the contractor (and other consultants), be open and clear with issues, including cost, schedule and logistics and to ensure all stakeholders are kept in the loop. You must be briefed of any issues before the city manager, council and the mayor are informed blindly.

The following categories is our understanding of the City's needs and our general approach to managing projects.

### **Preconstruction:**

From our engagement onwards, we take on our role as an "extension of staff" and become vested in your project. We elaborate below on some of our methodology based on your outline of scope of services. All tasks you refer to on pages 5 to 10 of the RFP are standard practice for Totum and our consultants and our services can go beyond the listed items. If needed, we would also be able to assist the City with any documents and tasks in order to obtain funding for grants.

As part of the initial kick-off team meeting, we would seek to define all roles, milestones and expectations and ideally have, a "light" partnering meeting. We would also discuss any value-added benefits or tasks we think you may need.

Upon selection on a specific project, we'd set up typical project files and a drop box for the team and initiate a kick off meeting. We'd create the agenda and chair the meeting, set goals and milestones and ensure they are met. We'd provide an initial simple milestone schedule and get stakeholder buy-off. **See page 25 for a sample master budget review.**

We will work with your team, with constructability and buildability review of the plans, provide cost estimating, help with the appropriate plan check agency,

**ON CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

compilation of bid documents including review of plans and specifications in detail, and the bid process, run the bid walk, assist with bid addendum and up to contract award. Initiating the bid process will be an early task and using experience and techniques for multiple public agencies, we shall issue a procurement sequence for City approval and set up the bid process that will yield suitable bidders.

Campfire USA		Landscape Buffer	28,000 Sq Ft	1/18/16 bid Totum Corp
<b>Gabion Phase</b>		Gabion Wall	915 Lin Ft	
		Wood Fence @ Gabion	150 Lin Ft	
		Builder Courtyard	5300 sq ft	
Mobilization	\$ 5,000			
Survey	\$ 3,500 Hanson			
Safe off / Prep	\$ 5,000			
Soft Demolition	\$ 20,000 Light poles, perimeter fence, etc			
Degrub	\$ 22,500			
DWPPP	\$ 15,000 Sand bags etc			
			<b>71,000</b>	
<b>Gabions</b>				
Layout	\$ 3,500			
Excavate	\$ 17,792 Remove 1' dirt			
Export	\$ 6,168 1' dirt @ gabion footing			
Compact	\$ 5,831 Compact 1' dirt to 92%			
Footings	\$ - N/A. On grade. Within fence cost for fence			
Cages	\$ 96,000 3 @ 3'x7' modules; 1 @ 1.5'x1.5'	Budgets received by vendor		
Cages	\$ 15,000 Rings, tools, ties etc	Budgets received by vendor		
Cage assembly / rock fill	\$ 217,500 Rock or lower priced material	Budgets received by vendor	<b>361,890</b>	
<b>Landscape / Irrigation</b>				
Trees	\$ 19,000 Pierre Proposal / Budget			
Tree trimming / Misc.	\$ 28,000 Pierre Proposal / Budget			
General Landscape / Amend	\$ - Suggest \$20,000 allowance. Not in this budget			
Irrigation	\$ 67,000 Pierre Proposal / Budget			
<b>Misc.</b>				
Fence @ Gabion Wall	\$ 22,500 150' wood fence 7'			
DG Pathway	\$ 25,350 7,800 sq ft			
Fence @ trash enclosure	\$ 12,000 Wood per plans 90'. Not in original scope			
Lighting Allowance	\$ - N/A			
Fire Truck Access	\$ - N/A			
			<b>61,350</b>	
<b>Builders Courtyard</b>				
Fence @ Builders Yard	\$ -			
Pavers	\$ -			
<b>Contingency</b>				
\$ -				
<b>Totum on the OVERSIGHT</b>				
\$ -				
<b>CH&amp;P</b>				
\$ -				
<b>Total</b>				
\$ -				
<b>Grand Totals</b>				
\$ -				

As of 6/11/16:  
Sunquest - Gabions \$322,960  
Garza - Demo, grading, grubbing \$48,552  
Pierre Landscape / Irrigation: \$120,894  
Total: \$492,406.  
We have \$619,000 in the budget. Thus we are currently projected to be \$127,000 UNDER budget. We may need to pay additional costs for a timer, added gate and some other mods\* but we should finish ~\$100,000 under the equivalent budget.  
We still need to price out and eventually do the carson wood fence and the builders yard.

**DRAFT**

**Azusa Senior Center Remodel Prelim ROM - EXTERIOR ELEMENTS ONLY** 1/16/24 13:19

#	Item	Notes	Quantity	Rate	Extended
0	Demolition	Above grade Site Demo, Grading etc.	1 3000	\$ 25,000 \$ 15	\$ 25,000 \$ 45,000
2	Parking Lot	Repair / Slurry coat	27169	\$ 6	\$ 163,014
	Parking Stalls	Re-Stripe	62	\$ 150	\$ 9,300
		ADA stripes / Signage	5	\$ 500	\$ 2,500
	Trees	Added trees	15	\$ 750	\$ 11,250
	DG	ADA Peninsula / Classroom / Lounge	4400	\$ 12	\$ 52,800
	AC	AC due to rework of entry	1	\$ 25,000	\$ 25,000
	Landscape	New	600	\$ 6	\$ 3,600
	Irrigation	Rework	1	\$ 7,500	\$ 7,500
	Grasscrete	New	200	\$ 65	\$ 13,000
	Turf	Multi-purpose area	1000	\$ 8	\$ 8,000
	ADA	ADA Parking misc	5	\$ 250	\$ 1,250
3	Concrete	Poured wall 36"	170	\$ 60	\$ 10,200
		ADA Walkway / Path	3345	\$ 25	\$ 83,625
		Drop off		inc	
		Outdoor seating area		inc	
		Footings for CMU steel	9	\$ 1,500	\$ 13,500
4	CMU	Arc Wall inc footings	720	\$ 120	\$ 86,400
5	Misc. Metals	Entry Gate @ Turf Area	2	\$ 4,500	\$ 9,000
		Fence @ Turf	35	\$ 140	\$ 4,900
6	Wood Framing	Wood Trellis @ entry	1	\$ 50,000	\$ 50,000
		Steel for Arc Wall	6	\$ 3,500	\$ 21,000
8	Doors	New doors into Exterior Classroom	4	\$ 3,500	\$ 14,000
9	Stucco Coat	Arc wall skim coat	160	\$ 135	\$ 21,600
	Paint	Existing block walls	1	\$ 50,000	\$ 50,000
		Paint over stucco - Arc wall	1584	\$ 3	\$ 3,960
10	Planters	Planter and landscape	200	\$ 30	\$ 6,000
	Canopies	1x new canopy system	800	\$ 85	\$ 68,000
	Tables / Chairs	New, TBD	11	\$ 2,500	\$ 27,500
	Signage	New, TBD	1	\$ 15,000	\$ 15,000
16	Lighting	Added Parking lot lighting	2	\$ 3,500	\$ 7,000
		Other lighting	1	\$ 50,000	\$ 50,000
17	Scope TBD	Items required but not shown on concept	1	\$ 200,000	\$ 200,000
Sub Total				\$	\$ 1,108,899
Contingency			20%	\$	\$ 221,780
				\$	\$ 1,330,679
GC Overhead and Profit			25%	\$	\$ 332,670
Sub Total				\$	\$ 1,663,349
Soft Costs			20%	\$	\$ 332,670
<b>Master ROM</b>					<b>\$ 1,996,018</b>

**AZUSA SENIOR CENTER REMODEL**  
740 NEALTON AVE, AZUSA, CA 91702  
104422

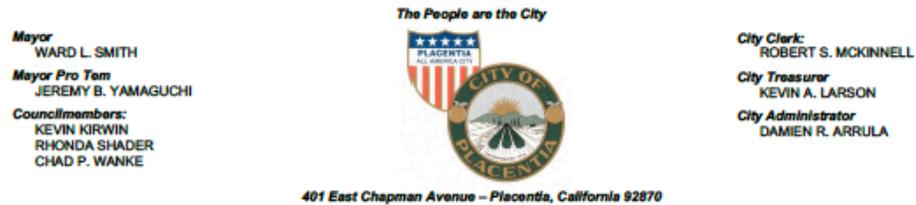
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## ON CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

**NIBS and Bid Documents.** Totum frequently creates [edits from the city boiler plates] the front-end documents for the bid package as well as fully review and mark up, the design team technical specifications. Our knowledge of public works projects enables us to look for conflicts and errors, whether it is sole source specifications without “equals or conflict / clashes with other sections. Most design team re-use specifications and we often find errors including references to a project that is not related to this one! Below you can see a NIB totum issued on behalf of the City. FYI, Totum fully managed this pre-bid conference with sign in sheet, hand outs etc.



### Placentia Public Safety Center Phase 2 Notice Inviting Prequalified Bidders (NIB)

**Tuesday, December 13, 2022**

Dear Potential Bidder:

There shall be a mandatory pre-bid conference and site walk through on:

**Monday December 19, 2022, at 10am.**

**Location: Project site, 2999 East La Jolla Avenue, Anaheim, CA 92806.**

**Bids shall be due on Thursday, January 26, 2023, 4pm through PlanetBids.**

Please arrive promptly and no later than 10am at the main gate. There shall be a sign in sheet. All attendees must attend the entire duration and sign out at the end. Once the job walk commences, no other participants are allowed to attend. Your vendors / subcontractors are not required to attend, although you may bring them if you desire. There will be other set dates, during the Bid process, that we shall make the site available for additional site visits. The completed sign in sheet shall be made available to all that request it.

Plans and Specifications shall be formally made available via PDF, Thursday December 15 via PlanetBids.

We look forward to meeting you at the mandatory pre-bid conference and walk through.

Regards,

**Totum, on behalf of:**

Masoud Sepahi, PE, LEED GA, City Engineer  
Direct Line: (714) 993-8132 (949) 375-6599  
[msepahi@placentia.org](mailto:msepahi@placentia.org)

At the **pre-bid meeting**, we would have a sign in sheet, agenda and run it like all of our other many pre-bid conferences we carry out for prior projects with Huntington Beach, UCLA, City of Long Beach and Placentia to name just a few.

**Construction Phase:**

We would initiate a kickoff meeting with the contractor, client team and design team and all stake holders [including our labor compliance coordinator, local unions if applicable, testing and inspection consultant, client maintenance teams], create the agenda, attend and manage all weekly meetings, review contractors schedule and milestones to ensure they meet with the project requirements.

We would prepare reports for City staff to use for approval/award of projects.

The assigned project / construction manager, apart from coordinating and managing the weekly construction meetings, would assist the team with submittal review and tracking, RFI's and change orders, utilize our team for all change order reviews as part of a quality control program. Totum provides weekly photos and "Week at a Glance" reports as well as monthly reports that clients of ours have required to issue to their agencies such as RMC, HRSA and CDBG. **Image to right: Typical minutes / agenda.**

Our staff are trained to ensure that the contractor's payment application and schedule values matches the contract and that they invoice correctly with accurate % complete and that they include all releases and "deliverables" required for payment along with any CDBG vouchers and forms

required. We'd make sure that all quality control aspects were reviewed prior to approving any payment applications. This would be through our project / construction manager, who may enlist our QA / QC staff if needed. Sometimes, an independent review makes sense.

ConstMtg#4 012220.xlsx 1/20/20  
Meeting Minutes



**Placentia Navigation Center**  
Location: City Hall  
Date: 1/22/20  
Time: 8.00am Construction with 9am Users  
Meeting: 4 Construction



Prior Meeting Attendance			
Attendees:	Present	Absent	Distribution
Karen Crocker, City (KC)-Interim Dir Community Services		X	
Veronica Ortiz, City (VO)- Community Services Supervisor	X		
Matt Brand, City (MB)- Program Coordinator		X	
Luis Estevez, City (LE)- Dir Public Works	Phone		
Danny Keys, Totum (DK) - SCM	X		
Pat Lappin, Totum (PL) - SCM	X		
Alejandro Pina, Totum (AP)- CM		X	
Dan Brogan, Cannon (DB)- PM	X		
Jesse Mayorga, Cannon (JM)- Superintendent	X		
Giulio Zavotta, Totum (GZ)-Design Principal		X	
Eva Terzi Totum (ET)-Design Assistant		X	
John McClelland, Cannon (JM)- Principal		X	
Teacila Uribe, Path (TU)		X	
Marsha Samuel, City (MS)	X		

Note: Items that are complete will appear on next meeting as old business and then deleted.

Item	Description	Action	Date 1	Complete
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**Weekly Updates and Planning**

<b>WR</b>	<b>Weekly Re-Occurring</b>			
<b>WR1</b>	<b>Submittals</b>			
<b>WR1.2</b>	Team reviewed Submittal log dated 1/7/20. Of the unanswered submittals, # 8, 18 & 35 have the highest priority. Totum will provide the correct list of plumbing fixtures to Cannon for Submittal #18. Cannon working on scrim colors, cost and timeframes prior to submitting. Cannon pushing to get the light fixtures submitted. Team will need to review the portable cabinets to provide stability.	Cannon	1/8/20	
<b>WR1.3</b>	Log dated 1/14/20 reviewed. Cannon moving forward with scrim per manufacturer requirements. Painting scrim TBD. Lighting fixtures need to be decided by Friday 3pm. Priority of open submittals is 8, 15 & 32.	Team	1/15/20	
<b>WR1.4</b>		Team	1/22/20	
<b>WR2</b>	<b>RFIs</b>			
<b>WR2.2</b>	Team reviewed Submittal Log dated 1/7/20. #26 & # 27 have priority.	Cannon	1/8/20	
<b>WR2.3</b>	Log dated 1/14/20 reviewed. Most important to answer are 26 (Door colors) plus 32 & 33 which go together. #24 was answered but needs more input by the Civil Engineer. The issue of structural integrity and ADA access to the outdoor shed needs to be an RFI. Meanwhile Jesse to review the shed with City Inspector.	Cannon	1/15/20	
<b>WR2.4</b>		Cannon	1/22/20	
<b>WR3</b>	<b>CORs / Change Orders</b>			
<b>WR3.2</b>	What's pending: Cannon will provide ROMs for pending extras: reframe the overhang, concrete slab removal and replacement, scrim colors if required, plumbing fixtures, 2 new windows.	Cannon	1/8/20	
<b>WR3.3</b>	The PCO for re-frame of the overhang was received and approved.	Cannon	1/15/20	
<b>WR3.4</b>		Cannon	1/22/20	

**ON CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

totum BLU HBNV 111120.xlsx as of 11/11/20

Owner CD #	City of HB - Edison Contract (Original cost)	Amount	CD #	CDR / Change Directives Priced Description	\$ Approved
1	Site electrical UG & below grade	\$ 670,683.48			
2		\$ -	2	Survey and engineering	\$59,196
3		\$ -	3	Site related set up, ECP etc	\$23,210
4		\$ -	4	Drinking fountains	\$27,268
5		\$ -	5	TBD	
6		\$ -	6	Onsite concrete, block wall footing / demo etc	\$146,843
		\$ -	7	Offsite Concrete	\$107,127
		\$ -	8	SCE related work	\$47,308
		\$ -	9	N/A	
		\$ -	10R	Trash enclosure inc gates and cover, canopy	\$105,605
		\$ -	11	All onsite wrought iron fencing, gates etc	\$160,680
		\$ -	12	TBD	
		\$ -	13	CCTV and related work	\$80,725
		\$ -	14	Whap up rough grading of site	\$23,563
		\$ -	15	CMU wall with split face and cap	\$42,606
		\$ -	16	TBD	
	<b>Total CD to Date</b>	<b>\$ 163,131.75</b>			
	<b>Current Contract Total</b>	<b>\$ 833,815.23</b>			
	<b>Payment Application (NET) to date</b>	<b>To Period</b>			
1	\$ 748,855.19	11/5/20			
	<b>Total Payment</b>	<b>\$ 748,855.19</b>	<b>Total CD's</b>	<b>\$824,128</b>	
			Misc. Items (Pending With Rough ROM )		
			12 Conduit for gates	\$15,000	
			5 Underground material expedite	\$7,500	
			10 Approved utility plans	\$26,000	
			5 Added IT costs cameras etc	\$7,500	
	<b>Amount remaining inc. retention</b>	<b>\$ 84,960.04</b>	<b>Total Estimated</b>	<b>\$55,000</b>	
	<b>Summary</b>		<b>Gu estimates</b>		
	Original Contract Sum	\$ 670,683.48			
	Current Contract Sum	\$ 833,815.23			
	Likely Contract Sum	\$ 1,712,935.31			
	% Over Original Contract	24.3%			
	Likely % over original contract	155.40%			
	Amount Paid (NET)	\$ 748,855.19			
	Amount Remaining (Gross)	\$ 84,960.04			
	% Paid (Current Contract)	90%			
	<b>Estimated Costs to date:</b>	<b>\$ 1,712,935</b>	<b>Total Gu estimates</b>	<b>\$0</b>	
	<b>Max not to Exceed Goal</b>	<b>\$ 1,775,000</b>			
	<b>Contingency Balanced</b>	<b>\$ 62,065</b>			



Our experienced staff will help with all issues that could arise on site with field conditions, inspectors or client changes. Our project / construction manager would update budgets and schedules and advise the selected stakeholders if and when any issues arise and how they are to be remediated or mitigated.

Totum utilises our "BLU" form (*image to left*) to track and update construction budget changes. We track change orders and potential change orders to keep our clients aware of the budget and contingency status. This shows the City instantly, that with known costs and project costs, there is still funds available before they would need to go back to council. At various stages, the risk is higher than other stages depending on the project progress and intended added scope whether change order or other fiscal adjustments. It also shows funds paid; balance left in the contract etc. Our clients find this a helpful tool. Our knowledge of what the city clients needed helped us perfect this form.

City of Placentia, Navigation Center Master Budget					
Categories	Description	Baseline Budget	Est/Act	Current Budget	Expenditu
<b>1 Administrative</b>					
A1.1	Legal Fees	\$ 50,000	Est.	\$ 50,000	\$
A1.2	Escrow Deposits	\$ 100,000.00	Actual	\$ 50,000	\$
A1.3	Building Purchase	\$ 2,717,095.00	Actual	\$ 2,717,095	\$ 2
A1.4	Builders Risk Insurance				
A1.5	Utility Usage By City		Est.	\$ 26,000	\$
A1.6	City Fencing & Misc			\$ 4,000	\$
	Sub Total	\$ 2,867,095.00		\$ 2,847,095	\$ 2
<b>2 Reports/Investigations</b>					
R11.1	Utility Invest	7,500	Actual	7,115	
R11.2	GeoTechnical	7,500	Actual	-	
R11.3	Haz Materials	-	Actual	2,195	
R11.4	Appraisal Fee Ana & Melrose	10,000	Actual	12,062	
R11.5	Environmental Site Assessment	29,000	Actual	30,219	
R11.6	Property Condition Assessment	6,000	Actual	5,200	
	Sub Total	60,000		56,791	
<b>3 Entitlement/Plan Check/Permit Fees</b>					
EPP1.1	Plan Check	\$ 22,750	Actual	\$ -	\$
EPP1.2	Permit Fees	\$ 22,750	Actual	\$ -	\$
EPP1.3	Planning				\$
EPP1.4	Developer Fees (School Fees etc)				\$
	Sub Total	\$ 45,500		\$ -	\$
<b>4 Utility Fees</b>					
UF1.1	Electric SCE	\$ 25,000	Est.	\$ 15,000	\$
UF1.2	Water / Sewer	\$ 25,000	Est.	\$ 20,000	\$
UF1.3	Gas	\$ 10,000	Est.	\$ 10,000	\$
UF1.4	Phone/Data	\$ 10,000	Est.	\$ 5,000	\$
	Sub Total	\$ 70,000		\$ 50,000	\$
<b>5 Design Consultants</b>					
DCL1	Totum Design	\$ 225,000.00	Actual	\$ 286,100	\$
DCL2	Mechanical	\$ -			
DCL3	Electrical	\$ -			

During construction communication would typically be through out project / construction manager. We would liaise with your assigned staff member and keep communication through the protocols and hierarchy agreed for both verbal and written communications. We shall liaise with the contractor and consultants accordingly. Any direction that requires correspondence to be tracked shall be followed with an email/letter/memorandum to file. Image to left, *sample for tracking master budget. Typical schedule below.* We would monitor the contractor's safety program and performance.

**City Change Order Forms:** This is a recent draft change order on our City of Placentia project. We draft and issue for our city clients. On a private project, it would likely be an AIA form.

<b>Contract Change Order No.1</b>																			
<small>City of Placentia</small>	<small>Loengreen</small>																		
<small>JN: 2022-23</small>																			
<p>You are hereby directed to make the herein described changes from the plans and specifications or to do the following described work not included in the plans and specifications on this contract:</p>																			
Description of work done, estimate of quantities and prices to be paid.																			
<p>1 This Change Order provides: a) Extra work as listed in Exhibit A and the detailed CORs #01, 02, 03, 05.1, 06, 07, 08, and 09.</p> <p>2 This Change Order came about from: a) Due to the need for Contractor to A) install a temporary 400 amp panel because of the long lead time of the 1200 amp panel specified in the bid documents; B) To purchase alternate HVAC equipment due to long lead time of items in bid documents; C) Provide credit for items removed from Loengreen's scope including electrical scope, card reader and camera equipment, and interior walls; D) Install additional light fixtures not included in bid documents; E) Provide additional connections for new HVAC equipment; F) Provide additional low voltage conduit; G) Install additional conduit for revised IDF location; H) Expedite Panel EM1 delivery to meet project deadlines.</p> <p>3 Action to be taken: a) The Contractor was directed to perform the additional work items and order the necessary equipment accordingly.</p> <p>4 Compensation a) Adjustment of Line Items exceeding 25% b) Extra work d) Credits</p> <p style="text-align: right;">\$ - \$ 93,455.39 \$ (111,945.30)</p> <p><b>Total</b> <span style="float: right;"><b>\$ (18,489.91)</b></span></p> <p>5 Contract Time Extension a) <b>N/A</b></p>																			
<p>In addition to work specified in the bid specifications, this change order includes all extra work, field adjustments and credits. This work is a Contractor initiated change and includes all labor, equipment, materials, and supervision and Administration.</p>																			
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><b>CHANGE TO CONTRACT COST:</b></td> <td style="width: 50%;"><b>CHANGE TO CONTRACT TIME:</b></td> </tr> <tr> <td>Contract Amount: <span style="float: right;">\$1,324,000.00</span></td> <td>0 Working Days</td> </tr> <tr> <td>Previous CCOs: <span style="float: right;">\$ -</span></td> <td></td> </tr> <tr> <td>Adjustment of Line Items Exceeding 25% <span style="float: right;">\$ -</span></td> <td></td> </tr> <tr> <td>Total Extra Work <span style="float: right;">\$ 93,455.39</span></td> <td></td> </tr> <tr> <td>Total Field Adjustments <span style="float: right;">\$ -</span></td> <td></td> </tr> <tr> <td>Total Credits <span style="float: right;">\$ (111,945.30)</span></td> <td></td> </tr> <tr> <td>Changes in Line Items: <span style="float: right;">\$ (18,489.91)</span></td> <td></td> </tr> <tr> <td>Current Contract price: <span style="float: right;">\$ 1,305,510.09</span></td> <td></td> </tr> </table>		<b>CHANGE TO CONTRACT COST:</b>	<b>CHANGE TO CONTRACT TIME:</b>	Contract Amount: <span style="float: right;">\$1,324,000.00</span>	0 Working Days	Previous CCOs: <span style="float: right;">\$ -</span>		Adjustment of Line Items Exceeding 25% <span style="float: right;">\$ -</span>		Total Extra Work <span style="float: right;">\$ 93,455.39</span>		Total Field Adjustments <span style="float: right;">\$ -</span>		Total Credits <span style="float: right;">\$ (111,945.30)</span>		Changes in Line Items: <span style="float: right;">\$ (18,489.91)</span>		Current Contract price: <span style="float: right;">\$ 1,305,510.09</span>	
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<p>Prepared by: _____  <span style="margin-left: 100px;">Danny Kaye, Senior Project Manager, Totum Consulting</span></p> <p>Recommended: _____</p>																			

**Close Out**

HB NAV		
Close Out Checklist - To Retention Release		
Item	Required	Provided
1	Ensure contract executed	
2	All change orders processed	
3	Invoice to 100% approved	
3	No liens or threats	
4	Punch list completed if applicable	
5	Sign off by City / Inspectors / Agency	
6	As Builts	
7	Guarantee / Warranty	
8	Attic Stock (materials / parts)	
9	O&M Manuals	
10	Training if needed	
11	Cx if needed	
	Once complete, retention can be funded	
Vendor:		
Contact:		

As we head into close out, we'd ensure the punch list was provided and that all corrections were made and all as-builts, warranties, and "O&M" manuals are provided. A Totum close out checklist, combined with documents that the City specifically needs shall be compiled. All close out documents would be thoroughly reviewed before hand over. A final audit of all costs would be carried out and reconciled. We'd hand over all our documents we have accumulated and explain them to the City team so that the close out package was fully understood. **Images to left, sample close out lists.**

We have worked on projects from \$25,000 to \$45,000,000 so can accommodate any project task, size or role and would customize our approach to be suitable to your project scope and needs.

We do have a simple procedures manual that outlines many of these steps that we would share with you and modify for each project.

**See Project WAGS.**

- Please be advised that the City has informally accepted the improvements constructed as of (Date of Informal Acceptance). This informal acceptance is limited to only:
1. A release of liability from usage of the improvements by the public. This release does not include those responsibilities for accidents occurring as a result of defective workmanship.
  2. Termination of contract construction time.
- Retention funds withheld during this project will be released 35 days after the recordation of the Notice of Completion (NOC) by the County of Orange. In order to release the retention funds the following items must be submitted for approval, to the City:
1. Certificate of Compliance for Prevailing Wages (enclosed)
  2. Contractor's Certificate of Compliance (enclosed), including unconditional lien waivers
  3. Title VII Certificate of Compliance (enclosed)
  4. One-year (100% of costs including change orders) Maintenance Bond (enclosed)
  5. Contactor's Recyclable Tracking Sheet (enclosed)
  6. Authorization from your surety to release retention funds
  7. Unconditional releases from the preliminary notices
  8. Final Certified Payrolls
  9. "As-Built" plans



### **G. Scope of Work**

Totum has thought this question through. Until we know what kind of project is selected, it is not really possible to add scope to the already typical PM / CM roles / tasks that you list and that we and our consultants provide.

**15130 Ventura Blvd.**  
**Unit A**  
**Sherman Oaks**  
**CA 91403,**  
818 986 9870  
p/f

Principals

Danny Kaye, CCM, PMP, FRICS,  
LEED AP  
310 351 0138 m

Giulio Zavolta, LEED AP  
310 291 4074 m

**[www.totumconsulting.com](http://www.totumconsulting.com)**

[danny@totumconsulting.com](mailto:danny@totumconsulting.com)  
[giulio@totumconsulting.com](mailto:giulio@totumconsulting.com)

Page 5, section 3 of the RFP lists projects that may be managed, but “not be limited to”, for 13 categories [ Totum is comfortable helping with many of these ] and following this list, through page 10, outlines multiple tasks and roles.

While many of these tasks may be required on any specific project, it is very difficult to expand upon this without knowing a category to work on.

For example, a mechanical equipment upgrade, which Totum has managed on multiple projects in the past. We have replaced mechanical units on multiple City of Long Beach projects, as well as 150 Ton roof top cooling towers for UCLA in 2 high-rise buildings, even using helicopters. These mechanical projects require substantially less tasks than a ground up building. Therefore, it is difficult to expand upon this question, without selecting a specific project type.

**H. Schedule**

Below are 2 recent schedules we provided our clients to see who to take a project through completion.

**15130 Ventura Blvd.  
Unit A  
Sherman Oaks  
CA 91403,  
818 986 9870  
p/f**

Principals

Danny Kaye, CCM, PMP, FRICS,  
LEED AP  
310 351 0138 m

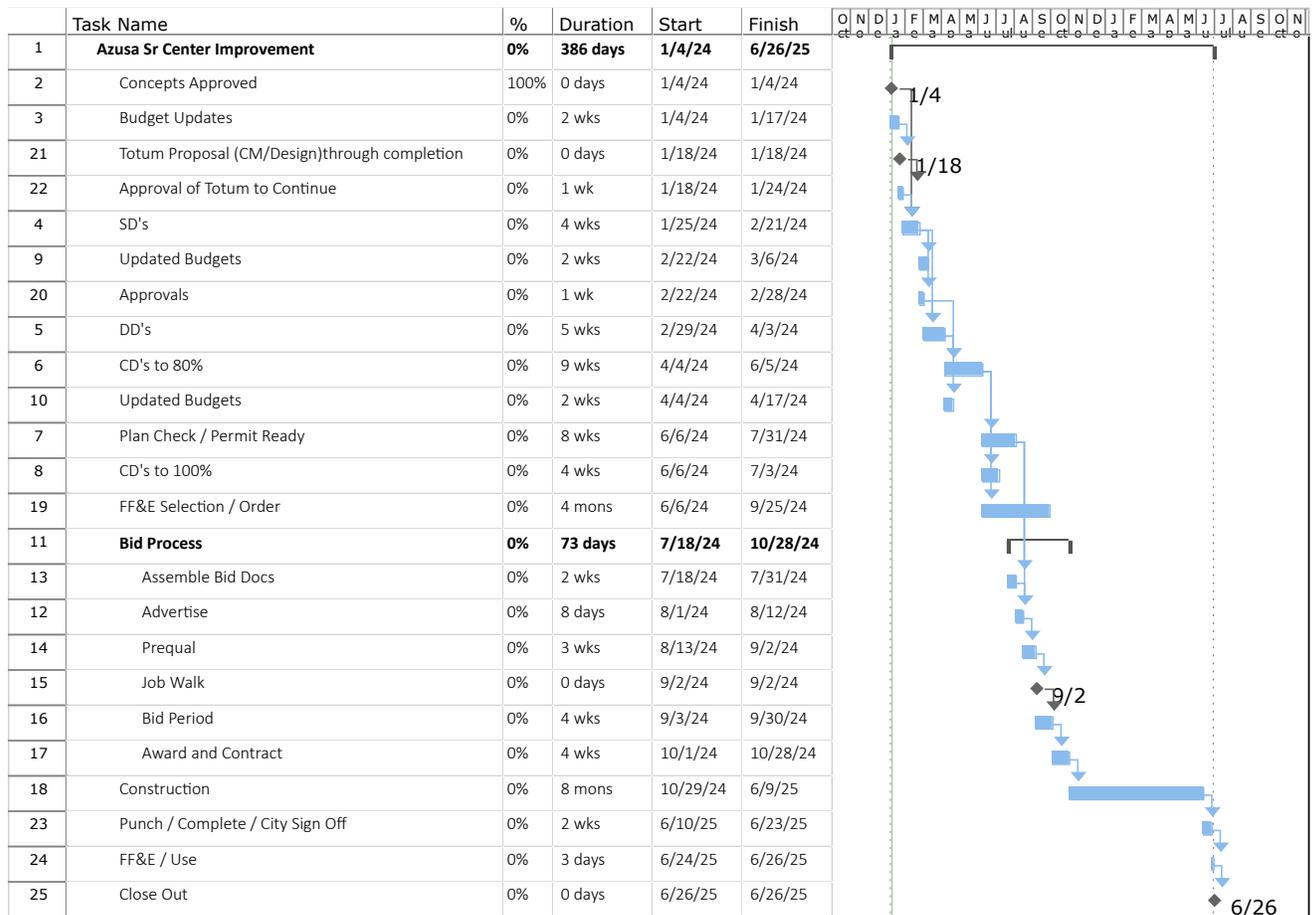
Giulio Zavolta, LEED AP  
310 291 4074 m

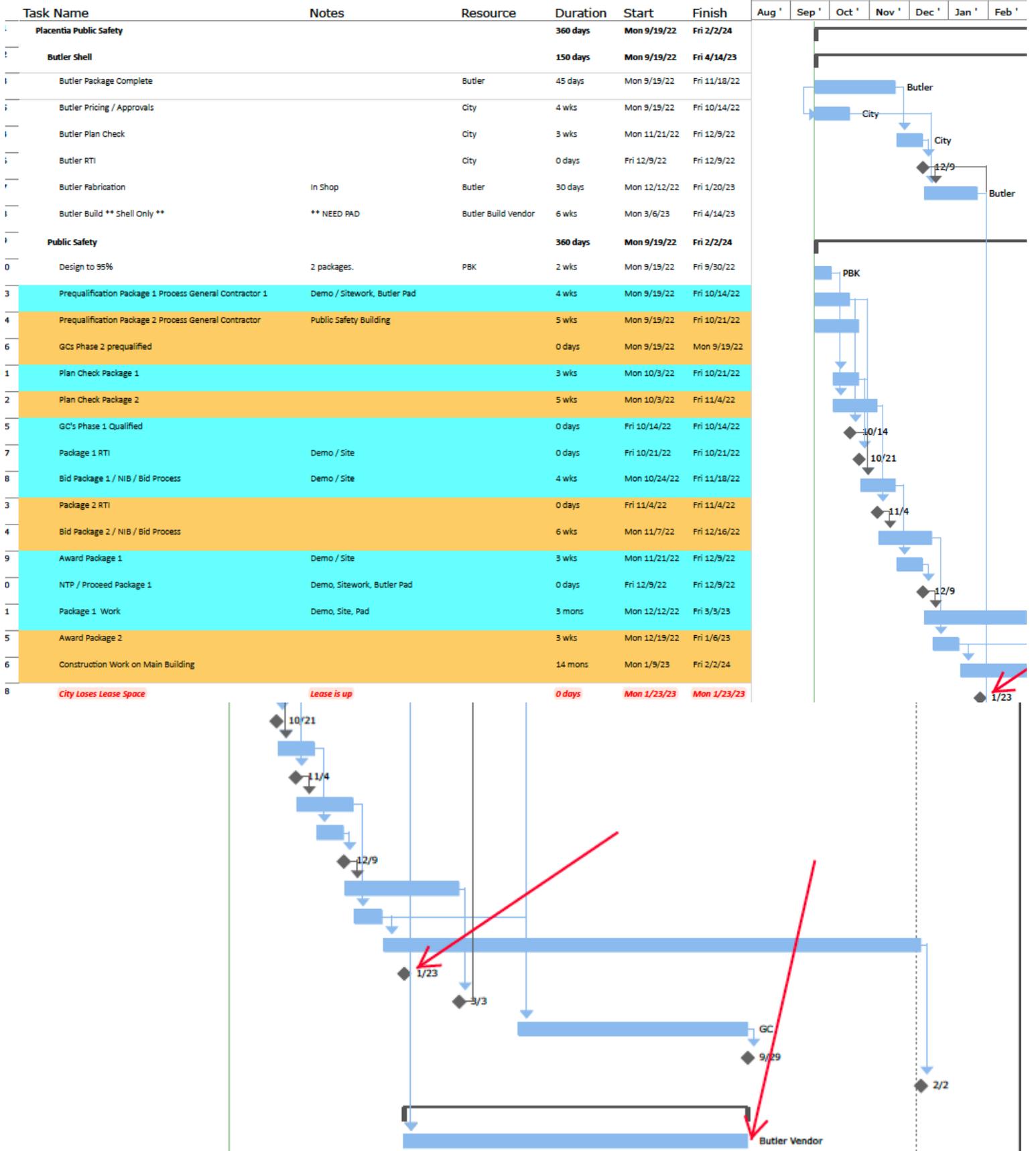
The first is for the City of Azusa. The client requested we give them a simple timeline how to get from where we are in January through to the end, particularly in light of there is politics as to when the work will start because of council elections. The second one is actually for the City of Placentia when we were timing to see how we could get the public safety building in particular the Butler evidence building complete. Do not let the dates throw you off, we all know that deviations occur whether it's rebid documents because of the budget or rain delays or just delays and approval but it's the thought logic that goes into it that's important.

**www.totumci**

City of Azusa - Master Schedule - Preliminary Master Schedule Concept: Sr Center

[danny@totum](mailto:danny@totum)  
[giulio@totum](mailto:giulio@totum)





APPENDIX B

SUMMARY SHEET

Firm Name: TOTUM CORP

Firm Parent or Ownership: S CORP

Firm Address: 15130 VENTURA BVD # A  
SHERMAN OAKS CA 91403

Firm Telephone Number: 818 986 9870

Firm Fax Number: 818 986 9870

Number of years in existence: ~ 19

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

Name: DANNY KATZ Title: PRESIDENT

Telephone Number: 310 351 0138 <sup>cell</sup> Fax: 818 986 9870

Email: danny @ totum consulting. com

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

Name: DANNY KATZ Title: PRESIDENT (SR. CM)

Telephone Number: 310 351 0138 Fax: 818 986 9870

Email: danny @ totum consulting. com

Types of services provided by the firm: PROJECT / CONSTRUCTION  
MANAGEMENT

1/29/24

## APPENDIX C

### CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

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

Name of Firm: TOTUM CORP

By:  \_\_\_\_\_  
(Authorized Signature)

Type Name: DANNY KANE

Title: PRESIDENT

Date: 1/29/24



**ON CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

**Cost Proposal**

**Totum Rates 2024**

**15130 Ventura Blvd.  
Unit A  
Sherman Oaks  
CA 91403,  
818 986 9870  
p/f**

Principals

Danny Kaye, CCM, PMP, FRICS,  
LEED AP  
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[www.totumconsulting.com](http://www.totumconsulting.com)

[danny@totumconsulting.com](mailto:danny@totumconsulting.com)  
[giulio@totumconsulting.com](mailto:giulio@totumconsulting.com)

As a small firm, we are very hands on. Our project team shall be led by Danny Kaye, as day-do-day person. A small project can be managed differently than a large project, so we would need to assess each project's needs.

Totum bills on an hourly basis and only bill our **actual** time spent, not "fixed" hours per week.

We do not bill for "over time", travel time, mileage, phones, copies etc. Reimbursables are billed as a direct cost.

Totum would discuss the individual project with your team and then propose / provide staffing and a NTE fee based on the rates below and on the staffing, we believed needed for it to be managed adequately, for your review, discussion and approvals. In this manner, there are adequate team members familiar with the project and adequate coverage. Not all projects require a full time PM / CM. We successfully practice this approach with many clients including Cities of Placentia, Santa Monica, Huntington Beach etc.

<b>Staff Position</b>	<b>Effective Hourly Rate</b>
<b>Totum</b>	
Principal / Sr. CM / Sr.PM	\$205.00
Sr. CM / Sr. PM	\$200.00
CM / PM	\$155.00
Assistant PM	\$130.00
Project Engineer	\$110.00
Inspector / QA / QC	\$125.00 - \$150.00
Office Clerical / Admin	\$ 80.00
Labor Compliance	\$125.00 - \$140.00



Danny Kaye, CCM, PMP, FRICS, LEED AP  
Principal





**REQUEST FOR PROPOSALS (RFP)**

**ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES  
FOR THE**

**CITY OF PLACENTIA**

**RFP RESPONSES TO BE RECEIVED UNTIL  
5:00 P.M., TUESDAY JANUARY 30, 2024**

**City of Placentia**  
401 East Chapman Avenue  
Placentia, CA 92870

**Date Issued: JANUARY 9, 2024**

**REQUEST FOR PROPOSALS (RFP)**  
**FOR**

ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES  
FOR THE  
CITY OF PLACENTIA

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3	SCOPE OF WORK	5
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8	RESOURCE ALLOCATION AND COST PROPOSAL	14
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**Appendix “A”** – SAMPLE CITY PROFESSIONAL SERVICES AGREEMENT

**Appendix “B”** – SUMMARY SHEET

**Appendix “C”** – CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

## **1. INTRODUCTION**

The City of Placentia (“City”) seeks competitive proposals from qualified firms to provide On-call Construction Management and Inspection Services. A Professional Services Agreement will be entered into with multiple qualified firms to provide construction management services for a variety of projects on an on-call basis. On an on-call, as-needed basis, the selected firm(s) may later be asked to provide construction management and inspection proposals on a specific, project-by-project basis, based on an agreed-upon specific scope of services and fees.

The firm shall provide general Construction Management and Inspection services to support construction efforts and serve as an extension of City staff to assist in the overall delivery of projects, including preconstruction tasks, managing construction, and ensuring that the work is completed in accordance with the contract documents, and project closeout and commissioning phase. The consultant team will report directly to the City's Project Manager or their authorized representative. City staff may assist in managing construction and will oversee the work of the consultant's Project Manager, Inspector, and Contract Administrator.

Firms must provide construction management services and contract administration in conformance with the requirements set forth in the State's Construction Manual, State's Local Assistance Programs and Procedures Manual, OCFCD encroachment permit/requirements, and other Agencies regulatory permits/requirements. The construction manager is expected implement contract requirements and comply with all Federal and local guidelines, as required, in order to successfully execute the project in a timely and cost-efficient manner.

Technical questions about the requested services that might require a clarification of the Request for Proposals (RFP) shall be made only in writing to the Q&A section located in PlanetBids no fewer than seven (7) calendar days prior to the date and time set for opening of proposals and responses shall be provided in writing. No verbal requests or responses will be accepted. Significant interpretations or clarifications will be addressed via addenda to this RFP. This RFP includes a description of the scope of work, proposal requirements, and instructions for submitting your proposal.

Please do not contact City departments or other City staff directly. Information provided by other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

Any changes, additions, or deletions in the RFP from the date of release to date of submittal will result in an addendum or amendment. Notification of such addendum or amendment shall be posted on PlanetBids. Addenda shall become part of the agreement documents.

It is the proposer's sole responsibility to monitor PlanetBids for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve the proposer of the requirements contained therein. Additionally, failure of proposer to return signed addenda, when required, may be cause for rejection of his/her proposal.

Proposals must conform to the requirements of this RFP to be considered for award and successfully submitted through the electronic bid management system at: <https://pbsystem.planetbids.com/portal/54600/portal-home> by the date and time specified on the cover page of this Request For Proposal. All proposals must be signed by an authorized representative and include the completed Summary Sheet and Certification of Proposal to the City of Placentia provided in Appendix "B" and "C" of this RFP.

The City reserves the right to waive any irregularity in any proposal or to reject any proposal that does not comply with this RFP. The City alone, using criteria determined by the City, will select the qualified firm and/or consultant. The successful consultant to whom the contract is awarded shall, within ten (10) days after being notified, enter a contract with the City for the work and shall furnish all required documents necessary to enter said contract. Failure of the successful consultant to execute the contract within said ten (10) days shall be just cause for the City to contract with the next ranked consultant.

By submitting a proposal, the proposer agrees to all of the terms of the RFP and the Agreement (Appendix A), unless exceptions to the RFP or the Agreement are stated by the proposer in its proposal. The successful proposers will be required to enter into an Agreement, which will include the requirements of this RFP as well as other contract requirements. In the delivery of these services, the term of the agreement shall be for three years with the option for two additional one-year term extensions. The City reserves the right to reject any proposal(s) exceptions or changes to the Agreement or Request for Proposal.

## **2. PROPOSAL SCHEDULE**

The schedule is as follows:

- Advertisement Date – JANUARY 9, 2024
- Q&A Due on PlanetBids – January 23, 2024 by 5:00 p.m.
- Proposals Due on PlanetBids – JANUARY 30, 2024 by 5:00 p.m.
- Hard copy proposal Due at City Hall – February 1, 2024 by 5:00 p.m.
- Proposal Evaluations/Interviews, if necessary – February 2024
- City Council Contract Award and Selection\* - March 2024

\*The City expects, but does not guarantee, that the decision on selection of a firm will be made by the City Council on the date indicated above.

## **3. SCOPE OF WORK**

The City desires to engage construction management firms that will ensure that not only are City capital projects built per plan and specifications but that will also ensure a high degree of quality craftsmanship in the final product. The City's expectation is that selected CM/inspection teams will enforce a high attention to detail on project deliverables to ensure a high-quality finished product.

The majority of capital improvement and construction projects within the city include, but are not limited to, the following:

- Street rehabilitation
- Sewer improvements
- Signing and striping improvements
- Storm Drain improvements
- Bridge construction
- New building construction
- Irrigation and landscaping
- Site Improvements; concrete sidewalk, etc.
- Streets and park lighting
- Parks and Recreation facility improvements
- Mechanical systems
- Electrical systems
- Traffic Signal Improvements

The required services shall be performed by the consultant Project Manager, Inspector and Contract Administrator.

#### A. Project Manager/Resident Engineer

- The consultant Project Manager shall represent the City in the field. The Project Manager shall possess a minimum of (5) years' experience in construction management.
- The Inspector and the Contracts Administrator should have relevant experience in construction management and certifications or references that affirm the said experience.

#### B. Bid Analysis

- Prior to the start of the project, the Project Manager shall be responsible for conducting a bid analysis to determine the lowest responsible bidder.

#### C. Staff Report

- Preparation of staff reports for contract award to the lowest responsive and responsible bidder. Coordinate with the City to determine funding sources, publication dates, environmental and fiscal impact, and schedule of award to meet the City's deadlines.

#### D. General Construction Administration

- Coordinate with the City to define roles and responsibilities during construction and develop a construction management plan.
- Co-lead the pre-construction meeting and schedule and conduct regular construction and progress meetings to discuss such matters as procedures, progress, problems and scheduling. Will prepare and promptly distribute meeting minutes.
- Record the progress of the project. Submit written daily and progress reports to the City. Keep daily logs containing a record of weather, contractor's work on the site, number of workers and equipment, work accomplished, problems encountered, and other relevant data. Make the log available to the City. Prepare and send Weekly Statement of Working Days to the contractor. Monitor contractor's compliance with labor code requirements.
- Maintain, at the job site, records of contract documents including drawings, addenda, change orders, and other modifications of plans and specifications marked to show all changes made during construction. Maintain as-built records of underground utilities, including locations and depths of trenches. At the completion of the project, deliver to the City all contract documents including as-built records.

- Consult with the City when the contractor requests interpretations of the meaning and intent of the drawings and specifications and assist in achieving the resolution of problems which may arise.
- Coordinate with the City and contractor to incorporate a centralized platform where all documents are filed and distributed amongst the project team.
- Consultant shall be responsible for ensuring that all building permits, special permits, if required are obtained, and that all applicable fees have been paid, and shall obtain approvals from authorities having jurisdiction over the Project.

#### E. Submittal/RFI Review & Processing

- The Project Manager shall be responsible for review of completeness and quantity of all required shop drawings, product data, samples and other submittals ("Submittals").
- The consultant team shall transmit the Submittals to City staff for review and approval and shall establish and implement procedures for expediting the processing, approving, and distribution of Submittals.
- Project Manager shall develop, maintain, and manage all submittal/RFI logs.
- Determine the workflow on for all Submittal/RFI review including City staff, design engineers, contractor personnel, and the construction management team.

#### F. Constructability Review

- Consultant shall review project plans and specifications to determine its "constructability". Consultant shall also review construction schedule, including activity sequences and duration, schedule of submittals and schedule of delivery for products with long lead-time. The project schedule shall be updated as required showing current conditions and revisions required by actual progress.
- The individuals, Project Manager, Inspector and Contract Administrator, shall not be responsible for construction means, methods, techniques, sequences and procedures employed by the contractor in the performance of the contract, and shall not be responsible for the failure of the contractor to carry out work in accordance with the contract documents. However, any errors, omissions, or discrepancies found in the Contract Documents shall be called to the attention of the City's Project Manager and clarified prior to construction start.

#### G. Change Order Review

- Consultant shall conduct a comprehensive evaluation of change order requests, provide independent estimates, render recommendations and assist in claim resolution.
- Consultant shall monitor and report on the status of the Project Construction Budget on a monthly basis, indicating actual costs for completed activities and work in progress, and indicating estimates for uncompleted work. Report should identify variances between actual and budgeted or estimated costs and shall advise the City whenever it appears that the Actual Construction Cost has exceeded, or will exceed, the Project Construction Budget for the entire Project or any Project Component.

#### H. Safety

- Monitor the contractor's safety program. Take necessary steps to ensure the jobsite conditions are in compliance with OSHA regulations.

#### I. Progress Payments

- Consultant shall maintain cost accounting records on authorized work performed under unit costs and additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- May develop and implement procedures for the review and processing of applications by contractor for progress and final payments.
- Make recommendations for certification to the City for payment.
- Provide status of monthly certified payroll reports and monthly as-builts updates as backup for each payment submitted to the city for review.

#### J. Material Testing

- Consultant team to provide field inspections and compaction tests for grading, trench backfill and asphalt concrete pavement construction according to the project special provisions, the Standard Specifications for Public Works Construction ("Green Book") and Caltrans Standard Specifications.
- Provide inspections for installation of precast and cast in-place concrete, welding, high strength bolts, structural steel, masonry, painting and other types of work in accordance with the California Building Code (CBC) and the contract documents.
- Available tests may include the following:
  - Mix Designs
  - Concrete
  - Concrete Blocks

- Brick Masonry
- Masonry Prisms
- Mortar and Grout
- Fireproofing
- Soils and Aggregates
- Asphalt Concrete
- Reinforcing Steel
- Environmental

#### K. Inspections

- Consultant shall determine that the work of contractor is being performed in accordance with the contract documents.
- Make recommendations to the City regarding special inspection or testing of work not in compliance with the provisions of the contract documents.
- Subject to review by the City, reject work which does not conform to the requirements of contract documents.
- Facilitate and coordinate inspection by representatives of other agencies, as needed.
- Evaluate the completion of the work of the contractor and make recommendations to the City when work is ready for final inspection.
- Assist the City in conducting final punchlist inspections.
- Schedule and coordinate special inspection and material testing.
- Inspector(s) shall oversee and inspect all aspects of construction to ensure compliance with the Plans, Specifications, and Special provisions.

#### L. Claims

- Claims submitted by the contractor must adhere to Public Contract Code Section 10240 and 20104.
- Consultant Project Manager shall coordinate with City consultant on claim matters.
- Review all claims and provide an evaluation to the City. Documentation must be provided and reviewed to support any claim.
- Coordinate the resolution of each claim with suggested design changes that may have been caused by unforeseen field conditions.

#### M. Prevailing Wage / Labor Compliance

- Consultant shall monitor and enforce prevailing wage forms and requirements for conformance to the prevailing wage rates on a weekly basis.

- Shall verify that all Trade personnel listed in the daily log are also listed in the certified payroll and shall conduct weekly employee interviews, one for each trade, and submit verification with the monthly progress payments.
- Perform employee interviews to verify and enforce prevailing wage requirements on a regular basis.

#### N. Project Closeout

- The Project Manager shall be responsible for all project closeout items, such as: As-Built plans and related documentation, punch list completion, commissioning, warranty requests during the one-year period. Shall schedule and oversee the warranty repair. Should include site visits as requested by the City to look at defects or imperfections to determine if it is a warranty issue.
- Shall provide a close out report outlining any obstacles, violations, and services performed. Shall provide a close out report for but not limited to any violations, fringe benefit statements, missing payroll reports, unsatisfactory employee interviews, claims, and any other documentation related to prevailing wage and labor compliance.

#### O. Community Outreach

- Consultant shall attend and co-lead a pre-construction meeting with the community. The primary purpose of this meeting is to introduce the CM team to the community and discuss major anticipated construction impacts.
- Project Manager shall coordinate with the City's Communication Manager and communicate with the community regarding impacts related to the construction project.

#### P. Federal Requirements

- Preparation of Caltrans documentation including but not limited to Award package, interim reports, and final report (close out) to be reviewed by the City.
- Coordinate with the City to ensure Disadvantaged Business Enterprises (DBE) goal is met by contractors and document any changes throughout the length of the project.
- Compliance with any and all state and federal funding requirements for construction and enforce any regulations set forth by these funds.

All tasks listed above shall be required on an as-needed basis. The city reserves the right to add or reduce some of the above tasks and duties as it sees fit. The

consultant, serving as staff extension, shall remain sufficiently flexible to meet the needs of the City and of the project.

#### **4. ASSURANCE OF DESIGNATED PROJECT TEAM**

Proposer shall ensure that the designated project team, including sub-consultants as identified in the firm's proposal, is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the City.

#### **5. PROPOSAL FORMAT REQUIREMENTS**

Each response to this RFP shall include the information described in this section.

Provide the information in the specified order. **Failure to include all the elements specified may be cause for rejection.** Additional information may be provided but should be brief and relevant to the goals of this RFP. Excessive information will not be considered favorably.

Three physical copies of the final proposal shall be submitted to the City no later than two working days after the proposal deadline. The consultant project cost proposal shall be submitted in a separate sealed envelope marked "Cost Proposal." Proposer's who do not include physical copies within the specified timeframe will be considered unresponsive and disqualified.

All proposals must be signed by an authorized representative and include the completed Summary Sheet and Certification of Proposal to the City of Placentia provided in Appendix "B" and "C" of this RFP.

**Proposals shall be limited to a maximum of 30 pages.** Proposals over 30 pages will be rejected. Paper size shall be 8.5"x11" and occasional 11"x17" sheets are acceptable for exhibits and graphics. The cover letter, table of contents, front and back covers, summary sheet, certification of proposal and section dividers are excluded from the page count. The proposal should include the following sections in order:

##### **A. Cover Letter**

Shall contain the following information:

- Title of this RFP
- Name and mailing address of the prime consultant (include physical location if mailing address is a PO Box)

- Contact Person, Email address, telephone number, and fax number

The City will use email to notify your firm of critical developments such as interview schedules if any, notification of selection/non-selection, etc. Therefore, it is essential that you identify one or more contact persons who have frequent access to email.

The City will not be responsible for delivery failure of email due to firewalls, spam filters, or individuals' failure to retrieve email messages. The City will not attempt to re-deliver any messages which fail due to no fault of the City.

The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter into a binding contract.

1. Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of- Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
2. Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
3. Proposals which are submitted by an Individual doing business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm's name and style.

## **B. Executive Summary**

Describe your firm's and sub-consultant's (if any) general experience and qualifications as it pertains to projects of similar scope and size. Identify the services which would be completed by your firm's staff and those that would be provided by sub- consultants. Identify any sub-consultants you propose to utilize to supplement your firm's staff.

## **C. Project Team Organization**

Clearly identify the prime consultant, all subconsultants, and their respective roles. Show the Project Manager and the key staff proposed for this project, including subconsultants' staff. It is expected that the project team proposed under this proposal will remain unchanged throughout the duration of the project. Replacement of key staff without consultation with the City will not be permitted.

Include contact information and a brief summary of the Prime firm's history and experience providing the requested services on similarly sized and scoped projects. Include a summary of the firm's experience, if any, with the City of Placentia. Provide a brief resume for each key staff member including their education background, licensing (if applicable), availability, and project experience.

#### **D. Relevant Project Experience and References**

List and provide a narrative summary of related project experiences. Include a minimum of three (3) similar type/size projects that your team has completed. Provide a project description, services provided, and construction costs. Discuss whether the design and construction were completed on time and within budget. Provide a minimum of three (3) references (name, title, agency, and telephone number) from previous experience. Provide no more than one contact person per project as a reference, including agency/company and phone number. Preference is given to project references that have directly worked with staff proposed for this project.

#### **E. Understanding & Approach**

Provide a detailed discussion of your firm's approach to the successful implementation of this agreement. Describe your firm/team's understanding duties assigned and identify the approach for key services and/or issues anticipated. Describe the Project Manager's and firm/team support and approach to ensure the effort is completed on schedule and within the established budget.

#### **F. Scope of Work**

Provide a scope of work complementing the City's proposed scope of work describing all tasks required to complete the work and any additional aspects to the work scope the City should and could consider. The scope of work shall provide enough detail to distinguish the varied work effort required, in keeping with the City's desired tasks to be completed.

#### **G. Schedule**

Provide a typical schedule or sequence of events to accomplish all the required tasks; include review/approval times for the City and other project stakeholders.

## **H. Proposed Exceptions**

Describe all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract (Appendix "A"). This section shall be clearly marked "Proposed Exceptions" in your submittal. If no exceptions are taken this shall be clearly stated in this section. The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the City's determination of whether it is possible to successfully negotiate a contract with your firm/individual.

**It is necessary to submit these elements with your RFP response.** Failure to submit the required information with your response will render your proposal non-responsive.

## **6. REQUIRED PROPOSAL STATEMENTS**

This statements identified below must be included in your RFP response:

- A. A statement that the submitting firm will perform the services and adhere to the requirements described in this RFP, including any addenda (*reference the addenda by date and/or number*).
- B. Subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act.
- C. Proposers shall include a statement that describes the specific portion(s) of their submittal that are considered proprietary and should not be releasable as public information. Proposers should be aware that all such requests may be subject to legal review and challenge.
- D. Include a statement of assurance that you will not substitute members of your designated team without approval by the City of Placentia staff which declares there is no Conflict of Interest.
- E. Include a statement which declares there is no Conflict of Interests.
- F. Provide a statement attesting there has been no Collusion with other proposing firms.
- G. Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract. (Please note that actual Certificates of Insurance are not required as part of your submittal.)

## **7. EXCEPTIONS**

## 8. RESOURCE ALLOCATION AND COST PROPOSAL

Selection of the consultant will be made in accordance with the provisions of Chapter 10 of the California Government Code, Sections 4526 and 4529.5, stating that selection of professional services is based on competence and qualifications without regard to fee. The fee will be opened and evaluated to ensure the fee is reasonable for the services to be delivered after selection of the consultant based on qualifications is complete. Provide in a separate sealed envelope the proposed billing rates for all expected personnel to deliver services as described in the scope of work.

**All cost proposals shall be signed and dated per Section 5.0 above and shall be submitted in a separate sealed envelope.**

## 9. SUBMITTAL INSTRUCTIONS

### A. Time, Place and Format

Proposal submission due date: **JANUARY 30, 2024 at 5:00 P.M.**: No proposals will be considered for award unless properly and successfully submitted through the electronic bid management system at: <https://pbsystem.planetbids.com/portal/54600/portal-home> by the date and time specified on the cover page of this Request For Proposal. All proposals must be signed by an authorized representative.

All required sections, including pricing, shall be submitted via the website. Bidder is solely responsible for “on time” submission of their electronic proposal. The bid management system will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from PlanetBids, the bid management system indicating their bid was submitted successfully. The City will only receive those proposals that were transmitted successfully. **DO NOT FAX OR E-MAIL.**

NOTE: E-Bids/Proposals are sealed and cannot be viewed by the City or any other person or entity until the closing date and time. If you need to withdraw your bid, you may do so at any time before the bid deadline, by going back into the system and selecting “withdraw”.

Three physical copies of the final proposal shall be submitted to the City no later than two working days after the proposal deadline. The

consultant project cost proposal shall be submitted in a separate sealed envelope marked "Cost Proposal." Proposer's who do not include physical copies within the specified timeframe will be considered unresponsive and disqualified.

All proposals must be signed by an authorized representative and include the completed Summary Sheet and Certification of Proposal to the City of Placentia provided in Appendix "B" and "C" of this RFP.

Proposals must:

- Show page numbers for all pages in the proposal.
- Be on 8-1/2"x11" page size
  - states "***On-Call Construction Management and Inspection Services***"
  - identifies the proposer
- Must be addressed as follows:
  - City of Placentia
  - Attn: Chris Tanio, PE, Deputy Director/City Engineer
  - 401 E. Chapman Avenue
  - Placentia, CA 92870
- Proposals must address the requirements of the RFP as set forth in Section 5. They should be as concise as possible and must not contain any promotional, advertising or display material.

#### B. Cost proposal Submittal

A detailed hourly rate schedule shall be required for this RFP. If subcontracting, the rate structure for those services shall be included. On-call contracts resulting from this RFP will be awarded to firms whose Technical Proposal meets the technical requirements of the RFP. Proposals will be ranked in accordance with the evaluation criteria stated in this RFP. Should the consultants selected for each task or project be not able to reach an agreement on the fees for design services, the City reserves the right to enter negotiations with any of the qualified consultant on the on-call list.

#### C. Opening of Responses

All proposals are scheduled to be opened and considered within two weeks after the deadline date shown in Section 2 using evaluation procedures set forth in Section 10. Consultant selection may be delayed or postponed at the discretion of the City.

## **10. EVALUATION CRITERIA**

### **A. Selection Committee**

- a. Proposals submitted will be evaluated by a Selection Committee

### **B. Review of Proposals**

- a. The Selection Committee will use a point formula during the review process to individually score Project Proposals, as outlined in Section C below, "Project Proposal Evaluation Criteria." The Selection Committee will then be convened to review and discuss these evaluations and combine the individual scores to arrive at an average composite Project Proposal score for each firm. Firms that do not meet "Mandatory Elements" listed in Section C1 below will be eliminated from further consideration.
- b. After the composite Project Proposal score for each firm has been established based upon the "Qualitative Evaluation" criteria listed in Section C, the Selection Committee may request oral presentations from a subset of those firms with a minimum score of 70 points. Based upon score rankings, the three (3) highest ranking firms may be interviewed. The Selection Committee may also schedule a site visit, if applicable.
- c. The Cost Proposal of firms receiving a minimum score of 70 points on the qualitative review will be opened to ensure that the Cost Proposal is reasonable. The cost proposal for these services should consist of hourly rate for all classifications assigned to this project.

### **C. Project Proposal Evaluation Criteria**

Proposals will be evaluated using three (3) sets of criteria. Firms meeting the mandatory elements will have their proposals evaluated and scored. The following represent the principal selection criteria which will be considered during the evaluation process.

- a. Mandatory Elements
  - i. The firm is independent and properly licensed to practice in California.
  - ii. The firm has no conflict of interest with regard to any other work performed by the firm for the City.
  - iii. The firm adheres to the instructions in this RFQ on preparing and submitting the proposal.
  - iv. The firm included a Letter of Transmittal in the Project Proposal.
- b. Qualitative Evaluation (Maximum Points = 100)

In order to be considered the proposer must achieve at least 70 points. (Points will be assigned by the Department Director or Coordinator.)

  - i. Expertise and Experience (60 points)

1. The quality of the firm's and individual personnel's experience in providing professional design and engineering services for City Capital Improvement Projects as described in the Scope of Services. The quality of the personnel's demonstrated expertise in producing detailed plans and related engineering services.
  2. The quality of professional personnel's education, certifications, licenses, and years of experience designing plans and providing construction support. Demonstrated commitment to high quality customer service and public relations.
  3. Public agency references relative to personnel assigned to this contract; Long-term working relationships, multiple projects delivered for same agencies.
  4. Firm's statement on why it believes itself to be best qualified.
- ii. Scope of Work (20 points)
1. Contract scope of work outlined in Section 3 of the RFP is addressed, and the proposal demonstrates that the proposer thoroughly understands the City's needs and expectations, and how those will be met.
  2. Inclusion of additional work scope/deliverables that complements and enhances the City's scope of work which will ultimately deliver better services and construction projects.
- iii. Allocation of Resources (20 points)
1. Conceptual plan that outlines how the firm's resources will be leveraged to deliver Construction Management and Inspection Services that ultimately result in better projects.
  2. Identify any distinguishing features, resources, skills and/or services your firm can allocate to this contract to deliver the City's capital improvement projects.

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## LEGAL REQUIREMENTS

The contract awarded shall be governed in all respect by the laws of the State of California, and any litigation with respect thereto shall be brought in the courts of the State of California. The firm awarded the contract shall comply with applicable Federal, state and local laws and regulations and comply with the following terms:

- The City has the right to reject any and all proposals .
- All documents submitted in response to the RFP are public documents subject to disclosure as permitted by the California Public Records Act.
- The City is not liable for any costs incurred in responding to the RFP.
- From the issue date of this RFP until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any City staff except through the person named herein for questions. For violation of this provision, the City shall reserve the right to reject the proposal of the offending firm.
- The selected firm will be required to enter into a Professional Services Agreement with the City of Placentia which includes the City's Standard Terms and Conditions including insurance requirements.
- Proposals submitted early may be withdrawn by the firm prior to the Proposal due date specified above. Following the Proposal due date, the Proposal constitutes a binding offer and may not be withdrawn by the firm prior to the award.
- The City of Placentia reserves the right to: (a) waive minor irregularities or variances, non-material bid informalities or defects in any proposal; (b) reject any and all proposals, in whole or in part, submitted in response to this solicitation; (c) request clarifications from all firms; (d) request resubmissions from all firms; (e) make partial, progressive or multiple awards; and (f) take any other action as permitted by law and /or the City's Procurement Ordinance.

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**APPENDIX “A” – PROFESSIONAL SERVICES AGREEMENT (SAMPLE)**

**CITY OF PLACENTIA  
PROFESSIONAL SERVICES AGREEMENT  
WITH**

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THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”), by and between the CITY OF PLACENTIA, a municipal corporation (“City”), and \_\_\_\_\_, a [state] [type of corporation] (“Consultant”).

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to landscape architecture and accessibility design services, as more fully described herein; and

B. WHEREAS, Consultant represents that it is “design professional” as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; including credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations; and

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

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

E. WHEREAS, among other reasons, the City is hiring Consultant to perform accessibility design services at a public park within the City to comply with all applicable accessibility requirements. Accordingly, Consultant desires to perform these services and to bear all risk the City may bear resulting from accessibility designs that are not complaint.

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant’s Proposal (“Proposal”), attached hereto as Exhibit “A” and incorporated herein by this reference, including but not limited to, preparing all design documents free from defects.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices, and with credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its

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service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section. Consultant also warrants that it has ownership of all intellectual property being provided under this Agreement.

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

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

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

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

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

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

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

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insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

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

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 25% of the total contract sum or \$25,000 whichever is more. The City Engineer is authorized to approve a Change Order for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

## **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A".

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

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#### 4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of \_\_\_\_\_ months, ending on \_\_\_\_\_, 20\_\_\_, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished

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design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant

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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

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responsible for payments of damages to persons or property.

**6.0. GENERAL PROVISIONS**

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Attn: \_\_\_\_\_

IF TO CITY:

City of Placentia  
401 E. Chapman  
Placentia, CA 92870  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Attn: \_\_\_\_\_

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of

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the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness, or willful misconduct by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits

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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

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required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of

\_\_\_\_\_ which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF PLACENTIA,  
A municipal corporation

\_\_\_\_\_  
City Administrator

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk and ex-officio Clerk  
of the City of Placentia

CONSULTANT

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

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Risk Management

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

Project Manager

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL

Name, Title

Date: \_\_\_\_\_

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**EXHIBIT A**

**CONSULTANT'S PROPOSAL AND SCOPE OF WORK**

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**EXHIBIT B**

**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**

**APPENDIX B**  
**SUMMARY SHEET**

Firm Name: \_\_\_\_\_

Firm Parent or Ownership: \_\_\_\_\_

Firm Address: \_\_\_\_\_

\_\_\_\_\_

Firm Telephone Number: \_\_\_\_\_

Firm Fax Number: \_\_\_\_\_

Number of years in existence: \_\_\_\_\_

Management Contact (person responsible for direct contact with the City of Placentia and services required for this Request for Proposal):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Project Manager (Person responsible for day-to-day servicing of the account):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Types of services provided by the firm: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX C

### CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated JANUARY 9, 2024, and to be bound by the terms and conditions of the RFP.
2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated JANUARY 9, 2024.
5. This firm has carefully read and fully understands all of the items contained in the RFP. This firm agrees to all of the requirements except for those disclosed by the firm in project proposal, listed on an attachment.
6. The proposal shall be valid for 90 days from JANUARY 9, 2024.

Name of Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B**  
**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549  License#: 6003745 TOTUCOR-01	<b>CONTACT NAME:</b> Marie Swaney <b>PHONE (A/C No. Ext):</b> 626-696-1890 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> CertsDesignPro@AssuredPartners.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER B : Aspen American Insurance Company</td> <td>43460</td> </tr> <tr> <td>INSURER C : The Travelers Indemnity Company of Connecticut</td> <td>25682</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Casualty Company of America	25674	INSURER B : Aspen American Insurance Company	43460	INSURER C : The Travelers Indemnity Company of Connecticut	25682	INSURER D :		INSURER E :		INSURER F :
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INSURER D :														
INSURER E :														
INSURER F :														
<b>INSURED</b> Totum Corporation 310 351-0138 15130 Ventura Blvd., Unit Suite A Sherman Oaks CA 91403														

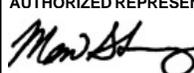
**COVERAGES** **CERTIFICATE NUMBER:** 446657808 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6801J745121	6/5/2023	6/5/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
C	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA8R387030	6/5/2023	6/5/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB3J306445	6/5/2023	6/5/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability			AAAE10078804	6/5/2023	6/5/2024	Per Claim \$2,000,000 Aggregate Limit \$2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies.  
 Re: On-Call Construction Management and Inspection Services.  
 City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are named as an additional insured as respects general liability and auto liability as required per written contract. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

**CERTIFICATE HOLDER** **CANCELLATION** 30 Day Notice will be sent to holder

City of Placentia 401 E. Chapman Ave. Placentia CA 92870	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## COMMERCIAL GENERAL LIABILITY

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**d. Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:
- For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
- Sale Of Pharmaceuticals**
- "Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.
5. The following is added to the **DEFINITIONS** Section:
- "Incidental medical services" means:
- Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
  - The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**K. MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
- \$10,000; or
  - The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

**L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY**

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

**M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- "Bodily injury" or "property damage" that occurs; or
- "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Names of Additional Insured Person(s) or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

**Location of Covered Operations:**

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

**A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**CG D3 61 03 05**

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

**Location And Description Of Completed Operations**

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 76 ( A) –**

**POLICY NUMBER: UB3J306445**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT – CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be \_\_\_\_\_ % of the California workers' compensation premium.

**Schedule**

**Person or Organization**

**Job Description**

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Insurance Company  
Travelers Property Casualty Company of America

Countersigned by  \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph e. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

**CITY OF PLACENTIA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
Z&K Consultants, INC.**

7<sup>th</sup> of May

THIS AGREEMENT is made and entered into this 2<sup>nd</sup> day of April, 2024 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Z&K Consultants, Inc. ("Consultant").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide on-call construction management and inspection services, as more fully described herein; and

B. WHEREAS, Consultant represents that it is "design professional" as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant's Proposal ("Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices, and with credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section. Consultant also warrants that it has ownership of all intellectual property being provided under this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## 2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Five Hundred Thousand Dollars (\$500,000), unless authorized herein.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 25% of the total contract sum or \$25,000 whichever is more. The City Engineer is authorized to approve a Change Order for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

## 3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A".

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

## 4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 3 years, ending on ~~April 02, 2027~~ <sup>MAY 31, 2027</sup> unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. One (1) two-year extension is available based on Consultant performance and at the discretion of the City. Approval of the term extension is contingent upon City Council review and approval at the conclusion of the initial three-years.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling,

suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all the following minimum scope of insurance

coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions as worded below.

- (a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## **6.0. GENERAL PROVISIONS**

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Z&K Consultants, Inc.  
17130 Van Buren Blvd., Suite 122  
Riverside, CA 92504  
Tel: (951) 310-7470  
Fax: (949) 310-7470  
Attn: Crystal Fraire

IF TO CITY:

City of Placentia  
401 E. Chapman  
Placentia, CA 92870  
Tel: 714-993-8117  
Attn: Chris Tanio

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness, or willful misconduct by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or—whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and

those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF PLACENTIA,  
A municipal corporation

\_\_\_\_\_  
Damien R. Arrula, City Administrator

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk and ex-officio Clerk  
of the City of Placentia

CONSULTANT

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian L. Bettenhausen, City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Krystle Murillo, Risk Manager

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Chris Tanio, Deputy Director/City Engineer

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL

\_\_\_\_\_  
Luis Estevez, Deputy City Administrator

Date: \_\_\_\_\_

**EXHIBIT A**

**CONSULTANT'S PROPOSAL AND SCOPE OF WORK**



# CITY OF PLACENTIA



## REQUEST FOR PROPOSALS ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

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## A. COVER LETTER

January 30, 2024

Chris Tanio, PE, Deputy Director/City Engineer  
401 East Chapman Avenue, Placentia, CA 92870

Subject: On-Call Construction Management and Inspection Services for the City of Placentia

Dear Mr. Tanio,

Z&K Consultants Inc. (Z&K) proudly presents our proposal to the City of Placentia for **On-Call Construction Management and Inspection Services**. Z&K is a certified **Disadvantaged Business Enterprise (DBE), Women's Business Enterprise (WBE), and Small Business Enterprise (SBE)** in Southern California. Z&K specializes in the provision of Project Management, Program Management, Construction Management, Construction Inspection, Construction Administration, Pre-Construction Inspection, Staff Augmentation, and other Engineering Consulting Services. The Z&K Team has held numerous similar contracts for local agencies.

**Z&K is proposing the same experienced team members that successfully managed streets rehabilitation, sewer improvements, signing and striping improvements, storm drain improvements, bridge construction, new building construction, irrigation and landscaping, site improvements, concrete sidewalk, streets and park lighting, parks and recreation facility improvements, mechanical systems, electrical systems, and traffic signal improvements.** This Team works efficiently and with great comradery with City staff to achieve the community's goals. Z&K works proactively and diligently with City staff to successfully deliver projects under budget while mitigating numerous unforeseen delays. We understand the vital importance of community outreach in keeping councilmembers with accurate project schedules and detailed outreach efforts.

**Our team members' versatile experience in Construction Management and Inspection Services of major projects and staff augmentation for the local jurisdictions makes the Z&K team uniquely qualified to provide the requested services.** We have a track record of performing outstanding services on similar projects through saving significant time and cost from identification of the various critical elements controlling the project schedule to providing alternate practical solutions. Z&K is proud of our reputation for having seasoned personnel and of the industry's recognition of our ability to deliver complex capital improvement projects ahead-of-schedule, under budget, without claims, and with outstanding customer service for the local community.

held **over 50 On-Call**  
(Project Management,  
Inspection &  
Construction  
Management) contracts  
in the last 5 years.

**The Z&K Team is prepared to quickly provide exceptionally qualified personnel.** Z&K has carefully selected this "A-Team" and committed our most qualified staff for the duration of the contract to deliver successful projects. The personnel identified bring specific and extensive field experience and have the qualifications required in the RFQ. Our team can assist the City with all aspects of the requested services. Z&K commits to providing our best Project Management, Construction Management, and Inspection services for timely project completion.

**The Z&K Team offers many unique strengths and advantages for this contract, including:**

- » Z&K works extensively with numerous local cities and agencies providing similar services to this RFP. Many of these contracts have multiple extensions.
- » Z&K is a Disadvantaged Business Enterprise (DBE), Women's Business Enterprise (WBE), and Small Business Enterprise (SBE).
- » Our team has experience successfully delivering projects within Orange County and are local to the City of Placentia.
- » Z&K has a great depth of resources with over 40 Project Mangers, Construction Managers, and Inspectors on-staff. Our team has an unmatched depth or resources and expertise on similar projects.
- » Key Personnel possess all necessary licenses and registrations required for this project.
- » Z&K Team provides **better inspector quality** because our inspectors are multi-disciplined and have construction and engineering backgrounds.
- » Z&K Team has already prepared a Risk Matrix outlining critical elements to be top priority for typical similar projects to the CIP projects that are in design and progress at the City of Placentia.
- » **Our team has reviewed the City of Placentia's CIP projects and have extensive similar experience. We have current and in-depth knowledge of the project types and has delivered over 500 CIP projects similar to the upcoming CIP's that the City of Placentia anticipates streets rehabilitation, sewer improvements, signing and striping improvements, storm drain improvements, bridge construction, new building construction, irrigation and landscaping, site improvements, concrete sidewalk, streets and park lighting, parks and recreation facility improvements, mechanical systems, electrical systems, and traffic signal improvements.**

Z&K commits to providing our best construction management and inspection services and all related services for timely project completion. We will dedicate the necessary resources to complete each assignment on time and within budget. The Z&K Team has carefully examined the projects' requirements to identify key personnel best suited to deliver excellent construction management and inspection services for this project.

Our proposed **Senior Project Manager/Resident Engineer, Zack Faqih, PE, ICC Certified, MSCE, CBO, QSD/P and our Project Manager/Contract Administrator, Brittany Duhn, PE, QSD/P** are thoroughly familiar with the City's upcoming CIP projects. Zack will personally lead the Z&K Team. He has a strong team of high-quality individuals to perform the tasks outlined in this RFP. Our team members have specialized experience in these services for public agencies and have 100% commitment to the City's Projects. Our proposed key personnel are familiar with the City of Placentia's upcoming CIP projects and know the community well.

Our Team is composed of experts in streets rehabilitation, sewer improvements, signing and striping improvements, storm drain improvements, bridge construction, new building construction, irrigation and landscaping, site improvements, concrete sidewalk, streets and park lighting, parks and recreation facility improvements, mechanical systems, electrical systems, and traffic signal improvements.

Our key personnel will be assigned to the project for the entire duration and will not be removed or replaced without concurrence from the City. We maintain close attention to our clients by tracking our contract budgets and schedules. Our team is available, committed, and eager to begin work on this project. We welcome this opportunity and look forward to working with the City to successfully deliver this important project.

Our team currently holds over 50 On-Call Contracts with local cities and agencies, including, but not limited to, the following:

- » City of Lake Forest
- » City of Irvine
- » City of Newport Beach
- » City of El Segundo
- » City of Chino
- » City of Rancho Pales Verdes
- » City of Manhattan Beach
- » City of Irwindale
- » City of San Bernardino
- » City of San Marino
- » Long Beach Utilities
- » WMWD
- » LA County Public Works
- » City of Lancaster
- » City of Oceanside
- » City of Norco
- » City of Pomona
- » City of Corona
- » City of Beaumont
- » City of Temecula
- » City of Moreno Valley
- » County of Los Angeles
- » City of Eastvale
- » City of Lancaster
- » County of Riverside
- » City of Laguna Beach
- » City of Santa Monica
- » City of Costa Mesa
- » City of Compton
- » City of Torrance
- » City of San Marino
- » City of Alhambra
- » City of Norwalk
- » City of Rosemead
- » City of Costa Mesa
- » City of Carson
- » City of South Gate
- » Riverside Public Utilities
- » San Bernardino Municipal Water

*Z&K will perform the services and adhere to the requirements described in this RFP, including any addenda. We understand that subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act. We do not have any specific portions of the proposal that are considered proprietary. Z&K will not substitute members of our designated team without approval by the City of Placentia staff. Z&K declares there is no Conflict of Interests. There has been no Collusion with other proposing firms. Z&K is able to and agrees to fulfill the indemnification and insurance requirements.*

I will serve as the primary contact person for all communications pertaining to the proposal for the full duration of the contract. I am an officer empowered by Z&K Consultants, Inc. to sign such material and thereby commit Z&K to the obligations contained in the RFP response. We understand that the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter into a binding contract. Z&K understands the scope of services to be provided and has the overall ability and qualifications to conduct the work and provide services as it relates to key points in the RFP. By signing below, I attest that all information submitted is true and correct.

All contents of this Proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal. Z&K Consultants, Inc. does not have any exceptions to the language in the RFP documents and does not have any language modifications to the contract language. We acknowledge that the City issued Q&A Set No. 1 on January 23, 2024 and Addendum No. 1 on January 30, 2024. Z&K is unaware of any conflict of interest in performing the proposed work. **We are excited about this opportunity to serve the City of Placentia are committed to the successful and early completion of these important projects.**

Sincerely,



**Crystal Fraire, PE  
President**

Z&K Consultants Inc.  
17130 Van Buren Blvd. | Suite 122 | Riverside, CA 92504  
Phone. 951.310.7470 | Fax. 949.630.3242 | cfraire@zandkconsultants.com

## C. EXECUTIVE SUMMARY

**Z&K Consultants, Inc. has successfully held over 50 similar on-call contracts, including Construction Management, and Inspection services.** Z&K understands the nature of on-call contracts and has the depth of resources and expertise required to properly service those contracts. Z&K has managed on-call contracts throughout the region and has a strong understanding of how to effectively address project issues and the needs of public agencies, and we are keenly aware of community impact. Z&K has extensive experience in streets rehabilitation, sewer improvements, signing and striping improvements, storm drain improvements, bridge construction, new building construction, irrigation and landscaping, site improvements, concrete sidewalk, streets and park lighting, parks and recreation facility improvements, mechanical systems, electrical systems, and traffic signal improvements.

Z&K Consultants, Inc. Information	
Firm's Legal Name	Z&K Consultants, Inc.
Firm Certifications	DBE, SBE, WBE
Corporate & Local Office Address	17130 Van Buren Blvd, Suite 122, Riverside, CA 92504
Contact Person	Crystal Fraire, PE, President
Telephone Number	951.310.7470
Fax Number	949.630.3242
Website Address	www.zandkconsultants.com
Email Address	cfraire@zandkconsultants.com

**We maintain an extensive history of working with various local agencies.** Throughout the completion of many projects, our team has demonstrated an unparalleled ability to work well with local agency staff, project stakeholders, engineers, and contractors. We have successfully delivered projects in a timely and cost-effective manner and have acquired an understanding of local agency requirements. Z&K is proud of our reputation for having seasoned construction management and inspection personnel and of the industry's recognition of our ability to deliver improvement projects ahead-of-schedule, under budget, without claims, and with outstanding customer service for the local community.

**Z&K team have worked on the following agencies performing on-call services which have been completed on time and within budget.**

- » City of Alhambra
- » City of Beaumont
- » City of Bell
- » City of Carson
- » City of Chino
- » City of Compton
- » City of Corona
- » City of Costa Mesa
- » City of Eastvale
- » City of El Segundo
- » City of Hemet
- » City of Irwindale
- » City of Laguna Beach
- » City of Lake Forest
- » City of La Mirada
- » City of Lancaster
- » City of Manhattan Beach
- » City of Moreno Valley
- » City of Newport Beach
- » City of Norco
- » City of Norwalk
- » City of Oceanside
- » City of Palm Desert
- » City of Pomona
- » City of Rancho Pales Verdes
- » City of Riverside
- » City of Rosemead
- » City of San Bernardino
- » City of San Marino
- » City of Santa Monica
- » City of South Gate
- » City of Temecula
- » City of Torrance
- » County of Los Angeles
- » County of Riverside
- » Transportation Department
- » County of San Bernardino
- » Long Beach Water Department

**We are proud to Team up with Converse Consultants to provide Material Testing Services. With a large contingent of local resources to draw from, the Z&K project team can respond to whatever needs may arise.** By effectively managing a balanced workload among our staff, Z&K can respond promptly to meet with the City. This helps keep the project momentum moving forward so that the Z&K team is in place and ready to work within days of receiving a Notice to Proceed. Consistent with our proven long-term approach to municipal on-call contracts, Z&K has the technical expertise and experience to provide all project types as requested in the RFP. Our Team will perform the work on the specified project for the entire duration of the project unless requested or approved by the City. We will monitor our approved budget and notify the City of additional work outside of contracted scope of work prior to performing additional work.

**Z&K's keys to success on this on-call contract includes our responsiveness, understanding of the City's needs, capability and availability of qualified staff, and our historically successful comprehensive construction management approach for on-call, multiple-task, multiple-year contracts.** Z&K will commit sufficient resources to adequately handle varying workloads that may result from multiple task orders, but technical strengths and resources are only of value if those resources can be well managed. The Z&K approach to effective construction management starts with scope, schedule, and budget development, signed contracts, and kickoff meetings. The construction management concepts for the duration of each task and the overall contract are then organized around a core framework of communication, coordination, thorough documentation, and quality control for each submittal on each task.

**All proposed staff possess the certifications and licenses required to provide professional Construction Management and Construction Inspection services.** Our staff licenses include registered civil engineers, traffic engineers, QSD/QSP, ICC Certified in all trades, certified plan reviewers, and Certified Building Officials. Our team has specialized project management and construction management and training. The Z&K team understands the importance of meeting deadlines in a timely manner. We commit to providing adequate staffing (both as to number of personnel and their qualifications) for every task. Our approach is flexible and adaptive to each task, and we can also commit to making use of personnel from other offices throughout the company and bringing on additional staff. Z&K is capable to scale up or down as needed with a focus on our unmatched responsiveness

## D. PROJECT TEAM ORGANIZATION

Z&K Consultants Inc. (Z&K) is a leading provider of project management and construction management services. We are a full-service civil engineering firm specializing in Project Management, Plan Review, Program Management, Construction Management, Construction Administration, Construction Inspection, Pre-Construction Inspection, Staff Augmentation, and other Professional Engineering Consulting Services. **The Z&K Team has successfully completed numerous On-Call Construction Management and Inspection Services contracts with local municipalities.**



## SUBCONSULTANTS | CONVERSE CONSULTANTS



In 1946, Professor Frederick J. Converse established Converse Consultants (Converse) in Pasadena, California to provide the construction industry with geotechnical engineering and geological services. Converse is an employee-owned corporation, with 9 offices and more than 150 employees throughout the United States. Their professional and technical staff includes in-house geotechnical engineers, engineering geologists, environmental scientists, deputy inspectors, laboratory and field technicians, drafting/CAD specialists, and other specialized support personnel. Their laboratories are certified by the Division of the State Architect (DSA), California Department of Transportation (Caltrans), US Army Corps of Engineers, American Association of State Highway and Transportation Officials (AASHTO), and the Cement and Concrete Reference Laboratory (CCRL). A registered civil engineer supervises each lab to ensure all of our equipment is calibrated regularly, and quality control is available 24/7.

*All proposed staff possess the certifications and licenses required to provide professional construction management and inspection services. Our staff licenses include registered civil engineers, traffic engineers, QSD/QSP, ICC Certified in all trades, certified plan reviewers, and Certified Building Officials for building projects. Our team has specialized project management and construction management training.*

## TEAM QUALIFICATIONS/EXPERIENCE

Key Personnel Matrix	Construction Management & Inspection	Bid Analysis & Staff Reports	General Construction Administration	Submittal/RFI Review & Processing	Constructability Review	Change Order Review & Claims	Safety	Progress Payments	Material Testing Coordination	Project Closeout	Community Outreach	Federal Requirements	Prevailing Wage / Labor Compliance	Sewer Improvements	Signing and Striping Improvements	Bridget Construction	New Building Construction	Irrigation and Landscaping	Stie Improvements, Concrete Sidewalk, etc.	Streets and Park Lighting	Parks and Rec Facility Improvements	Mechanical & Electrical Systems
	<b>Zack Faqih, PE, MSCE, QSD/P, CBO, ICC Cert.</b> Senior Project Manager/Resident Engineer, Senior Construction Manager, Deputy/Special Inspector	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>Brittany Duhn, PE, QSD/P</b> Project Manager/Contract Administrator	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>Thomas Dawson, CBO, ICC Certified</b> Senior Construction Manager <i>Deputy/Special Inspector</i>	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>Anthony Flores, BSCE, EIT</b> Senior Construction Manager <i>Scheduler/Estimator</i>	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>Nadeem Syed, PE, QSD/P</b> Senior Construction Manager	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>Ed Nylund, QSP, CESSWI</b> Construction Manager <i>Senior Construction Inspector</i>	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>Greg Hunkle, CBO, ICC. Cert.</b> Senior Construction Inspector <i>Deputy/Special Inspector</i>	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>John Vargas, ICC Cert.</b> Senior Construction Inspector <i>Deputy/Special Inspector</i>	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>Noah Hernandez, Sr., PW Inspector</b> Senior Construction Inspector	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>Thomas Russell, Journeyman Electrician</b> Senior Construction Inspector	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>Eddie Davalos</b> Senior Construction Inspector	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>Jimmy Martin, ICC Cert.</b> Senior Construction Inspector	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>Yara Sharabi</b> Office Engineer/Document Control	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>Amber Garcia</b> Labor Compliance Officer <i>Office Engineer/Document Control</i>	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Z&K Consultants commits that all assigned personnel will not be removed or replaced without prior written City approval. Key personnel will be available to the extent proposed for the duration of the contract and through the completion of the scope of services. Our proposed and fully committed team is fully capable and exceptionally qualified. They have held many leadership and supervisory management positions in many local agencies including the private and public sectors. All can multi-task, are multi-disciplined, and have a full understanding of all aspects of the proposed project requirements. They deliver their knowledge and expertise with tact and seamless integration with staff and outside agencies.

## KEY PERSONNEL BIOS

Z&K has carefully selected this "A-Team" and has committed our most qualified staff for the duration of the contract. The project team is committed 100% to this contract and all proposed personnel will be available to perform the requested services as required by the City of Placentia. Our staff will deploy efforts as the project schedule and construction activities dictate. We will reallocate staff hours, when possible, for cost savings to the City. By using highly qualified multi-disciplined inspectors, we are able to provide a cost of service well under industry standard.



### **Zack Faqih, PE, QSD/P, MSCE, CBO, ICC Cert. | Senior Project Manager/Resident Engineer, Senior Construction Manager, Deputy/Special Inspector**

Mr. Faqih has **32 years** of experience in the Construction Management, Construction Inspection, Project Management, and Contract Administration of capital improvement and public works projects. Mr. Faqih's experience extends to interfacing and coordinating with the Counties, Cities, Funding Agencies. He has excellent skills in the review and control project cost and schedule, coordinate and assist in negotiating change orders, maintain project as-builts, managing multiple subconsultants and inspection staff.

#### **Mr. Faqih's extensive list of certifications/licenses include:**

- » Professional Engineer, P.E. State of CA, #C57958
- » Certified Special Inspector for **Structural Welding**
- » Certified Special Inspector for **Structural Steel**
- » Certified Special Inspector for **Reinforced Concrete**
- » Certified Mechanical Inspector
- » Certified Electrical Inspector, I.C.B.O. #1020345-20
- » SWPPP (QSD) & (QSP), Certificate # 22055
- » Certified Accessibility Inspector/Plans Examiner
- » Certified Building Official, C.B.O., #3741
- » Certified Plans Examiner, I.C.B.O., #1020345-60
- » Certified Plumbing Inspector, I.C.B.O. #1020345-30
- » OSHA 30 Hour Construction Safety & Health
- » Certified Emergency Inspector
- » C.G.B.P Certified Green Building Inspector
- » Certified Special Inspector for Fire Proofing



### **Brittany Duhn, PE, QSD/P | Project Manager/Contract Administrator**

Ms. Duhn has extensive experience of program management and project management of major public works and capital improvement projects including transportation, street improvements, roadway widenings, bridges, water and wastewater projects, involving flood risk management, water conservation facilities, water mains, pressure regulating and pumping stations, wells, valves, fittings, and other appurtenances, reservoirs, channels, and storm drains, as well as access roads, culverts, and bridges.



### **Thomas Dawson, CBO, ICC Certified | Senior Construction Manager, Deputy/Special Inspector**

Mr. Dawson is multi-disciplined and has extensive Construction Management experience. He has over 28 years of experience. We understand that the City's Project requires a more experienced inspector who can immediately resolve issues in the field. He creates great working relationships with City staff and the local community. Mr. Dawson will be available for site walks and meetings with the City. These will provide opportunities to discuss project specifics, issues, and propose solutions. Mr. Dawson will work closely with the residents and local community to respond to complaints and keep the City updated on Project progress. He will coordinate with local agencies which will be critical to the Project's success.



### **Anthony Flores, BSCE | Senior Construction Manager, Scheduler/Estimator**

Mr. Flores has extensive experience in construction management, contracting, project management, and quality control for numerous capital improvement projects and federally funded projects, involving intersection improvements, traffic signal modifications, new intersections, street improvement, parking lot improvement projects, bridge construction, storm drains, traffic signals, traffic signs, streetlights, pavement markings, construction projects, and maintenance projects.



### **Nadeem Syed, PE, QSD/P | Senior Construction Manager**

Mr. Syed has over 29 years of experience in project management, construction management, civil engineering, and traffic engineering, with expertise in Capital Improvement Program (CIP) development and management. He spent 20+ years in engineering and implementing various CIP projects for municipalities, including the cities of San Bernardino, El Monte, Rialto, Fontana, Corona, Diamond Bar, San Marcos, and Baldwin Park.



### **Ed Nylund, QSP, CESSWI | Senior Construction Inspector, Construction Manager**

Mr. Nylund has over 34 years of experience providing quality control and quality assurance with extensive experience on of numerous major capital improvement projects including transmission mains, new wells, tanks, reservoirs, water and wastewater treatment plants, pipelines, lift stations, booster pump stations, bridges, street improvements, retaining walls, dewatering, parks and facilities, landscaping and irrigation improvements, utility installation, roadway widenings, grade separations, masonry walls, storm drain projects, roadway projects, street rehabilitations, and large-scale water and wastewater projects.



**Greg Hunkle, CBO, ICC Certified | Senior Construction Inspector, Deputy/Special Inspector**

Mr. Hunkle has over 28 years of experience providing construction inspection services for capital improvement and public works projects. Mr. Hunkle has great knowledge structure construction engineering and inspection of Caltrans transportation facilities, and is educated about Local, Departmental, State, and Federal regulations, including Cal/OSHA, Storm Water Pollution Prevention Plans, Federal Highway Administration regulations.



**John Vargas, ICC Cert. | Senior Construction Inspector, Deputy/Special Inspector**

John has more than 18 years of construction and project management experience in both private and public sectors. John has extensive experience in materials testing. John has successfully delivered over 60 projects and is ICC Certified for Concrete, Soils, Structural Steel, Welding, Masonry, and Master of Special Inspections. Mr. Vargas has extensive experience in Structural and Civil inspection on a variety of Caltrans and public works infrastructure projects, working with Federal, State, and local agencies. Mr. Vargas has thorough knowledge Caltrans systems and procedures, Caltrans audits, Caltrans standard plans specs, and manual.



**Noah Hernandez, PW Inspector | Senior Construction Inspector**

Mr. Hernandez has more than 25 years of construction management and inspection experience. He has worked as a lead construction roadway and structures inspector for highway projects including grade separations, new interchanges, lane widenings, street improvements, concrete channels, drainage systems, culverts, curb ramps, sidewalks, and driveways. Mr. Hernandez has thorough field experience investigating construction defects issues and their causes, field inspection and monitored various project elements including falsework and shoring review, and construction and removal.



**Tommy Russell, Journeyman Electrician | Senior Construction Inspector**

Mr. Russell has over 25 years of experience in intersection improvement, traffic signal improvements, and electrical improvement projects providing construction inspection and management, project management, specialty inspection, contracting, and providing quality control and quality assurance. Projects included large-scale public works capital improvement projects including highways, bridges, intersection improvements, traffic signal improvements, street improvements, interchanges, grade separations, street rehabilitations, slurry seal, intersection improvement projects, water main projects, sewer pipeline projects.



**Eddie Davalos | Senior Construction Inspector**

Mr. Davalos has over 25 years of experience in public works inspection, construction management, contracting, quality control, construction inspection, and management of large-scale capital improvement projects. Mr. Davalos's expertise extends to his familiarity with Caltrans, Federal Department of Labor and State of California Division of Labor Standards Enforcement, and equal employment opportunity compliance monitoring. He values safety as a top priority and is acutely aware of security protocol and adherence to regulatory requirements.



**Jimmy Martin, ACI, ICC Certs | Senior Construction Inspector**

Mr. Martin has more than 27 years of construction management and inspection experience on major capital improvement projects and is a certified ICC and ACI. Jimmy has been performed senior construction inspection services for various projects including intersection improvements, new intersections, bridges, interchanges, street improvements, traffic signal modifications, retaining walls, sound walls, sewer pipeline projects, water pipeline projects, treatment facilities, pipeline projects, and lift stations. Jimmy's public works inspection responsibilities include the ability inspect public improvements construction, negotiate and administer contracts, and prepare and maintain a variety of reports.



**Yara Sharabi, BSCE | Office Engineer/Document Control**

Ms. Sharabi has over 5 years of experience in project administration, project management, construction management, office engineering, document control, utility coordination, labor compliance, and field inspection. Her project experience includes heavy civil projects, transportation, street improvements, street rehabilitation, bridges, street widenings, traffic signals, pipelines, wells, lift stations, and various water and wastewater projects.



**Amber Garcia | Labor Compliance Officer, Office Engineer/Document Control**

Ms. Garcia has extensive labor compliance experience. Ms. Garcia will perform labor compliance reviews in accordance with the Department of Industrial Relations (DIR). She will ensure the inspectors will conduct weekly field interviews with workers from each labor trade to verify that actual prevailing wages and fringe benefits distributed to workers follow applicable laws and certified payroll reports submitted by the contractor and subcontractors. She will request certified payroll reports and receipts of submission of certified payroll to the DIR from the contractor and subcontractors on a monthly basis.

This "A-Team" has worked together in this same capacity on multiple contracts. In addition to their extensive project specific experience, this team has great synergy and works very well together as well as with City Staff. All above key members are local to the area and are excited about the opportunity to improve their community. Our strategic and efficient staffing approach also results in significant cost savings to the City of Placentia. We are confident that our proposed "A-Team" will provide outstanding customer service and cost savings for the City.

## Senior Project Manager/Resident Engineer Senior Construction Manager, Deputy/Special Inspector



### EDUCATION

- » MSCE - Structures  
Cal State Fullerton 2005
- » BSCE - Civil  
/Transportation  
Cal State LA 1985

### LICENSES & REGISTRATION

- » Professional Engineer, PE  
State of California,  
C57958
- » Certified Accessibility  
Inspector/Plans Examiner
- » Certified Building Official
- » Certified Plans Examiner
- » Certified Mechanical  
Inspector
- » Certified Plumbing  
Inspector
- » Certified Electrical  
Inspector
- » SWPPP (QSD) & (QSP)  
Certificate # 22055
- » OSHA 30 Hour  
Construction  
Safety & Health
- » State Certified HERS  
Rater
- » Certified Emergency  
Inspector
- » C.G.B.P Certified Green  
Building Inspector
- » Certified Special Inspector  
for Fire Proofing
- » Certified Special Inspector  
for Structural Welding
- » Certified Special Inspector  
for Structural Steel
- » Certified Special Inspector  
for Reinforced Concrete

removal and reconstruction of curb and gutters, sidewalks, driveway approaches, spandrels, cross gutters, ADA curb ramps, removal and reconstruction of existing pavement, milling and overlaying with new asphalt, adjustment of manholes and utility covers to grade, application of slurry seal, crack sealing, traffic signing, striping and markings, traffic markers and speed humps, installation of specialty and bicycle loop detectors, and implementation of traffic control. Mr. Faqih performed value engineering and constructability review of the project plans and specifications, prepared permits, conducted preconstruction meeting, processed RFIs, submittals, and contract change orders, and managed compliance with federal and state funding requirements.

### City of Costa Mesa, Jack Hammett Sports Complex Improvement Project | Senior Construction Manager / Senior Construction Inspector / Deputy/Special Inspector

This \$2.3M project includes various improvements to the Jack Hammett Sports Complex, a 14.5-acre park with six illuminated utility fields, a restroom building, picnic benches, and on-site parking. The project involves parking lot improvements, concrete flatwork, ADA improvements, electrical runs to the pull boxes for multiple storage buildings, retaining walls, lighting, irrigation and landscaping, foundation improvements, construction and installation of two new storage buildings, electrical and mechanical work within the buildings, and all associated work with the buildings.

Mr. Faqih has **32 years** of experience in the Construction Management, Construction Inspection, Project Management, and Contract Administration of capital improvement and public works projects, including street improvements, slurry seal, pavement rehabilitation, intersection improvements, sewer and storm drain improvements, traffic signal improvements, curbs, gutters, sidewalks, bridge projects, and access ramps. He has extensive experience managing multiple projects in Los Angeles County and Orange County since 1999. Mr. Faqih's experience extends to interfacing and coordinating with the Caltrans-Local Assistance Program, Counties, Cities, Funding Agencies. He has excellent skills in understanding construction contracts, review and control project cost and schedule, coordinate and assist in negotiating change orders, maintain project as-builts, managing multiple subconsultants and supervise inspection staff. Mr. Faqih excels in providing detailed constructability review of project plans and specifications, which minimizes the potential project delays and change orders and assists the client from pre-award to project close-out to ensure full funding reimbursement. Zack has extensive experience managing multiple projects requiring interfacing and coordination with Caltrans, counties, funding agencies, Federal-FHWA/BIA, railroad and utility companies, and environmental and regulatory agencies.

### RELEVANT PROJECT EXPERIENCE

#### City of Tustin, Veteran Sports Park at Tustin Legacy | Construction Manager / Inspector of Record / Deputy/Special Inspector

This project is a \$24M major capital improvement project for the City of Tustin. The project is a 31.5-acre sports community park bounded by Lansdowne Road, Valencia Avenue, and Severyns Road. Major improvements include infrastructure improvement, installation of drainage devices, water lines, gas lines, communication lines, interior roadway construction, and ADA compliant facilities such as sidewalks, driveways, curb ramps, and recreational buildings. Mr. Faqih monitored and observed all construction activities on this 31.5-acre project site including major grading activities, AC & PCC paving, reinforced concrete channels, local street improvements, ADA compliant sidewalks, driveways, and curb ramps, curb & gutter, utility installation including water and sewer lines, landscape, and hardscape. Retaining wall, block wall and site fencing, safety inspection & reporting of daily construction activities, preparing and verifying field measurements for payment, monitoring, and verifying extra work invoices, coordinating field-testing and sampling. Project Scheduling (CPM), material testing, compression and rupture of concrete cylinders and soil sampling.

#### City of Compton, Residential Rehabilitation Project | Senior Construction Manager / Senior Construction Inspector

This project included street rehabilitation of seven major City streets. Streets included were: Caldwell Street, Myrrh Street, Grandee Avenue, 134th/Elva Avenue, Tajauta Avenue, Bradfield Avenue and Alondra Boulevard. Scope of work consisted of construction of cold mill, ARHM pavement, AC base course, aggregate base, full depth AC slot pavement, curb and gutters, sidewalks, cross gutter, alley intersection, driveway approach, curb ramps, traffic signal loop, adjust to grade existing sewer manhole, water valve, water meter, and storm drain manhole, and such other items. Scope included full-service construction management, pre-construction, management information system, reviewing traffic control plans, meetings, issues management, scheduling, cost control, labor compliance, reviewing RFIs and Submittals, change orders, dispute resolution, quality control/inspection, public relations, permits/environmental compliance, progress payments, monthly staff reports, site safety, as-builts drawings, final walkthrough, and project completion reports. Project is within schedule and budget.

#### City of Costa Mesa, Citywide Parkway Maintenance & Street Rehabilitation Project | Senior Construction Manager / Senior Construction Inspector

This citywide street improvement program in the City of Costa Mesa involved mobilization, removal and reconstruction of curb and gutters, sidewalks, driveway approaches, spandrels, cross gutters, ADA curb ramps, removal and reconstruction of existing pavement, milling and overlaying with new asphalt, adjustment of manholes and utility covers to grade, application of slurry seal, crack sealing, traffic signing, striping and markings, traffic markers and speed humps, installation of specialty and bicycle loop detectors, and implementation of traffic control. Mr. Faqih performed value engineering and constructability review of the project plans and specifications, prepared permits, conducted preconstruction meeting, processed RFIs, submittals, and contract change orders, and managed compliance with federal and state funding requirements.

## Project Manager/Contract Administrator



### EDUCATION

- » BSCE - Civil Engineering, California State Polytechnic University, Pomona

### LICENSES & REGISTRATION

- » Professional Engineer, P.E. State of California, #91078
- » SWPPP (QSD) & (QSP) Certificate #27609
- » 30-Hr. Cal OSHA

Ms. Duhn has extensive experience in project management, program management, construction management, office engineering, contract administration, document control, and labor compliance oversight. She has successfully managed streets, bridges, bike trails, drainage improvements, parks, buildings, open space amenities, landscaping, traffic signals, playground equipment, shade structures, and sports fields projects. She has managed over \$500M in Projects during the design and construction phases. She is the designated Project Manager and the primary contact with the City.

Her experience includes an extensive background in construction management and inspection, construction contracting, project management, quality control and assurance, and project coordination. She has excellent skills in understanding construction contracts, review and control project cost and schedule, coordinate and assist in negotiating change orders, provide project updates to the client, ensure timely review of critical path method (CPM) schedule to track any changes in critical path and delays, maintain project as-builts, managing multiple subconsultants and supervise inspection staff. She has provided Project Management services for all stages of projects, from design to construction. Brittany manages and oversees the discretionary review process of CEQA guidelines and requirements, manages budgets and schedules, assists with the development of budgets, prepares RFPs, prepares sewer rate fees, provides public assistance and information affecting the community, prepares reports for committees, commissions, and City Council, prepares staff reports, and makes oral presentations.

## RELEVANT PROJECT EXPERIENCE

### City of Chino, On-Call Project & Construction Management | *Senior Project Manager*

Ms. Duhn is the designated Project Manager for this contract and is the Senior Project/Program Manager for the City of Chino's CIP Program. She has provided project management services on various transportation, enterprise (water, sewer, storm drain, and sanitation projects), parks/facilities projects, and bridge projects, including:

- SD223 - Chino Avenue Storm Drain Improvement Plan System
- SD222 - Philadelphia Street and Monte Vista Avenue Storm Drain Extension Project
- WA212 - State Street Water Treatment Plant
- WA214 - Well 17 Equipping Project
- WA224 - B Street Alley Water Main Line Replacement Project
- WA223 - Russell Ave Waterline Replacement Project
- WA17B - Chino Quad 1.2
- SW211 - Yorba Avenue & Eucalyptus Avenue Sewer Main Line Replacement Project
- WA221 & WA222 - Central Avenue and Dupont Avenue Waterline Project
- WA211 - Well 11 Pipeline Project G6220 - CDBG Alley Project, East-West North Chino Avenue
- SN231 - Alley Rehabilitation Project - Pioneer St from Monte Vista Ave to 5th St.
- SN221 - FY21/22 Alley Reconstruction Project
- ST222 - Kimball/El Prado/Central Traffic Improvement Project
- City of Chino - 16th, 17th, and 18th Street between Tronkeel Avenue and Serene Avenue & Tangerine Avenue Street Widening
- FY 20/21 Alley/Sanitation Rehab Project, Phase II
- Philadelphia Street and Monte Vista Avenue Storm Drain Extension Project
- 11th Street Pavement Reconstruction Alley Accessibility and Intersection Accessibility Project
- CDBG Alley Project and Alley/Sanitation Rehab FY2021-22 Various Locations Project
- Ramona Avenue & Walnut Avenue Street Rehabilitation and Traffic Signal Modifications Project
- SD211 - 11th Street/B Street Project
- ST232 - Kimball Ave Street Improvement
- MS202 - ADA Grievance 21-004 Curb Ramps at Olive Place & Walnut Ave
- SN211 - Alley Sanitation Rehab 20-21 Phase 1, II, and III

### Additional Projects for various agencies | *Senior Project Manager*

- City of Beaumont | Wastewater Treatment Plant Expansion/Renovation and Brine Pipeline Installation Project
- City of Compton | Annual Residential Rehabilitation Project (Phases. 1 & 2)
- City of Lake Forest | Street Resurfacing & Slurry Seal Projects (Streets Program); Arbor Mini Parks & Neighborhood Park Renovations Project; Arbor Access Mini Ramp Project; and Slurry Sela Zones A, D, E, B, & C
- City of Costa Mesa | Jack Hammett Sports Complex Improvement Project & Citywide Parkway Maintenance & Street Rehabilitation Project
- City of Beaumont | Wastewater Treatment Plant Expansion & Brine Pipeline Project (\$110M Project)
- City of South Gate | Hollydale Community Park Improvements Project; East Alameda Steet Sidewalk Improvement Project; and South Gate Park Fencing Improvement Project

## Senior Construction Manager

### Deputy/Special Inspector



#### LICENSES & REGISTRATION

- » International Code Counsel Certifications
- » Building Plan Examiner
- » California Commercial
- » Combination Inspect/Legacy
- » California Commercial Plumbing Inspector
- » California Commercial Mechanical Inspector
- » California Residential Mechanical Inspector
- » California Residential Electrical Inspector
- » California Residential Plumbing Inspector
- » Certified Building Official
- » CLB License No. 674861
- » OSHA 30 Hr.

Mr. Dawson has over 28 years of experience in public works inspection, construction management, contracting, quality control, and management of large-scale capital improvement projects. Mr. Dawson's expertise extends to his familiarity with Caltrans, Federal Department of Labor and State of California Division of Labor Standards Enforcement, and equal employment opportunity compliance monitoring. Mr. Dawson is experienced in performing quality control and code compliance inspection services for owners, engineers, and local jurisdictions.

#### RELEVANT PROJECT EXPERIENCE

##### **City of San Marino, Street Rehabilitation Program (Phase 1 and Phase 2) | Senior Construction Manager / Senior Construction Inspector**

Improvements include cold-milling asphalt concrete pavement and re-paving with HMA and ARHM, clearing and grubbing, localized pavement repairs, replacing impacted traffic striping, markings, pavement legends, loop detectors, curb painting, replacing damaged curb and gutter, curb ramps, cross gutters, sidewalks, driveways and driveway approaches, inspection and replacement of sewer manholes, coordinating with local utilities, preparation and implementation of SWPPP and BMPs, and providing temporary traffic control in conformance with the contract documents and applicable permits.

##### **City of Temecula, Pavement Rehabilitation Program | Construction Manager / Senior Construction Inspector**

The work for this project generally includes pavement Improvements along Winchester Road from Jefferson Avenue to Ynez Road. Improvements Include, remove and replace existing asphalt pavement, reconstruction of traffic loops, adjust existing manholes and valves for different utilities, and installation of striping and pavement markers. The project cost is approximately \$1.4 million. Technical Features include: Remove and replace existing asphalt pavement, Reconstruction of Traffic loops, Adjust Manholes, Sidewalk, Curb ramps, driveways, Adjust Valves for different utilities, Installation of Striping, Pavement Markers. Project was completed within schedule and within project budget.

##### **LA County Sanitation District, Secondary Treatment Facility Whittier Narrows**

##### **Water Reclamation Plant | Construction Manager / Senior Construction Inspector**

This \$9M project constructed a new RAS pump station and pipe gallery and installed process air compresses, fine air diffusion, mechanical piping, pumping equipment, power, and controls. Mr. Dawson understands and is proficient at various maintenance of plan operations, MOPO. Mr. Dawson conducted MOPO meetings at project site prior to commencing shutdown for tie-in or modification of specific plant systems. Mr. Dawson reviewed the contractors submitted MOPO including conditions of shutdown, preparation, and installation procedures.

##### **City of San Bernardino, Street Rehabilitation Project | Construction Manager / Senior Construction Inspector**

This project included the street rehabilitation and resurfacing of 10 City residential and commercial streets. The project technical features include: resurfacing; concrete overlays; unclassified excavation/fill; coldmill & overlay; removal of existing sidewalk, curb and gutter; driveway approaches, and speed humps; and the construction of sidewalk, curb ramps, cross walks, cross gutters, driveway approaches, and asphalt and concrete improvements of several City streets. The project also includes tree removals and several manhole/utility adjustments. The project cost is approximately \$5.1 Million.

##### **City of Tustin, Veteran Sports Park at Tustin Legacy | Construction Manager / Senior Construction Inspector**

This project is a \$24M major capital improvement project for the City of Tustin. The project is a 31.5-acre sports community park bounded by Lansdowne Road, Valencia Avenue, and Severyns Road. Major improvements include infrastructure improvement, installation of drainage devices, water lines, gas lines, communication lines, interior roadway construction, and ADA compliant facilities such as sidewalks, driveways, curb ramps, parking spaces, and recreational buildings. Mr. Dawson provided construction inspection and deputy inspection for this project. Technical Project features also include: major grading activities, AC & PCC paving, reinforced concrete channels, local street improvements, ADA compliant sidewalks, driveways, and curb ramps, curb & gutter, utility installation including water and sewer lines, landscape and irrigation, concrete walkways, lighting installation, water features, and hardscape. Retaining wall, block wall and site fencing.

##### **City of La Quinta, SilverRock Park Venue Site | Construction Manager / Senior Construction Inspector**

This project is a community park for passive use. The SilverRock Park Venue Project is located on the southeast corner of SilverRock Way and Avenue 52. The park site sits on approximately 14 acres with approximately eight (8) acres of walking paths, turf, and landscaping. Construction work includes but is not limited to precise grading, landscaping and irrigation, utility construction including a grinder pump, stream and lake construction with floating fountain, furnishing and installation of pump for lake, furnishing and installation of lighting, decomposed granite parking lot construction, concrete ADA parking space construction, concrete and decomposed walkways, construction of a stage, construction of outlet structures, construction of retaining walls, construction of an outdoor theater with seating area.

## Senior Construction Manager Scheduler/Estimator



### EDUCATION

- » Bachelor of Science in Civil Engineering – California State University, Long Beach

### TRAINING & REGISTRATION

- » Engineer-In-Training (EIT), State of California, #170698
- » Caltrans Temporary Pedestrian Facilities Training
- » 30-Hr. Cal OSHA
- » Defensive Driving Training
- » Sexual Harassment Prevention Training

Mr. Flores has experience in project management, construction management, contracting, field investigation, project management, and quality control for numerous capital improvement projects and federally funded projects, involving street improvement, bridge construction, storm drains, traffic signals, traffic signs, streetlights, pavement markings, construction projects, and maintenance projects. Mr. Flores has a thorough understanding of Cal-OSHA practices and procedures, ADA and Caltrans ADA requirements, as well as extensive knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials. Additionally, Mr. Flores is familiar with Caltrans field and construction office procedures, with experience assisting in inspection to assure compliance with plans and specifications, assisting in preparation of contract change orders, contract estimates, and progress payments, coordinating field testing of materials for compliance with project specifications and the Caltrans Quality Assurance Program, maintaining accurate project records, performing analytical calculations, and monitoring Contractor progress by preparing progress reports as required.

### RELEVANT PROJECT EXPERIENCE

#### City of Alhambra, Street Rehabilitation Projects | *Senior Construction Manager*

These street improvement programs for FY 19-20 & 20-21 consist of the pavement and street rehabilitation of 23 local street segments. Improvements included slurry seal treatment, varying depths of cold mill and overlay, full depth removal and reconstruction, concrete improvements to ADA curb ramps, curb and gutters, and driveway approaches, intersection improvements, traffic signal hardware installation, fiber optic utility coordination, traffic signal loops, driveway aprons in need of repairs, and concrete cross gutter reconstruction.

#### City of Norwalk, CDBG Local Streets Rehabilitation Project | *Project Manager*

This project is part of a local street rehabilitation program within Zone 28 of the City of Norwalk and is Community Block Development Grand funded. The project's scope includes repairs and reconstruction of concrete appurtenances, including cross gutters, curb and gutters, upgrades of ADA ramps to be compliant with ADA standards.

#### City of Chino, On-Call Project & Construction Management | *Senior Construction Manager*

- SD211 – 11th Street/B Street Project
- ST232 – Kimball Ave Street Improvement
- MS202 – ADA Grievance 21-004 Curb Ramps at Olive Place & Walnut Ave
- SN211 – Alley Sanitation Rehab 20-21 Phase 1, II, and III
- ST223 – Madison St & Kellogg Ave Gap Closure Project
- D4215 Prado Inundation Area Remediation - Watertight Sewer Manhole Assembly and Streetlight Connections Retrofit Project
- MS 222 Slurry Seal Program
- MS 202 & ST 221 Chino Avenue Accessibility and Curb Ramp Improvements at 15th,17th and 19th Streets and Norton Avenue PCC Walk and Curb Ramps
- NC231 Schaefer Ave Localized Asphalt Repairs
- ST162 Localized Asphalt Repairs Various Locations
- R7200 Masonry Block Wall at Chino Police Department
- Yorba Ave Street Improvements – From Midblock between Chino Ave to Schaefer Ave
- F Street, G Street, 5th Street - Street Improvements
- City Hall EMT Parking Lot Improvements

#### City of Lake Forest, Street Resurfacing of Glenn Ranch Road from Portola to El Toro | *Senior Construction Manager*

Mr. Flores is performing construction inspection services for this project, which involves the street resurfacing of Glenn Ranch Road from Portola Parkway to El Toro Road, as well as the slurry seal of and arterial slurry seal of Jeronimo and Muirlands from Los Alisos to Bake. Relevant project features include street resurfacing and rehabilitation, application of slurry seal, grinding and overlay, cold milling, ARHM pavement, AC base course, aggregate base, curb and gutters, ADA ramp construction, intersection improvements, traffic signal hardware installation, fiber optic utility coordination, traffic signal loops, signing striping, markings and pavement legends, dig-outs, sewer and storm drain manholes, and water valves.

#### City of Vernon, 50th Street Water Main Replacement Project | *Senior Construction Manager*

The project's scope of work includes demolition and reconstruction of the 12" iron ductile pipeline to the City's existing water services, such as installation of all appurtenances, fittings, valves, blow-offs, siphons, concrete pipe supports, thrust blocks, trenching, bedding and backfill, replacement of traffic markings, shoring, over excavation, temporary and permanent pavement, steel plating, and roadway improvements and repair, installation of commercial services and laterals, pressure testing and disinfection of installed pipeline.

## Senior Construction Manager



### EDUCATION

- » BS, Civil Engineering, California State University Long Beach, 1990
- » BA, Business, Punjab University, Pakistan

### LICENSES & REGISTRATION

- » Registered Professional Civil Engineer, CA – No. 64381
- » OSHA 30 Hour
- » Defensive Driver Training
- » QSP/D Certified

Mr. Syed has over **29 years** of experience in project management, construction management, civil engineering, and traffic engineering, with expertise in Capital Improvement Program (CIP) development and management and has successfully delivered over 30 street rehabilitation projects. He spent 20+ years in engineering and implementing various CIP projects for municipalities, including the cities of San Bernardino, El Monte, Rialto, Fontana, Corona, Diamond Bar, San Marcos, and Baldwin Park. These capital projects have included parks, storm drain, street improvement, pavement rehabilitations, slurry seal, traffic signal, ADA improvements, pedestrian safety, concrete work including sidewalk, curb, gutter, ADA ramps, grade separations, interchanges, lift stations, sewer and water systems, park rehabilitation and municipal buildings. Mr. Syed participates in developing department budgets, conducts training and performance evaluations to staff, establishes an Assessment District for construction of sewer main line and streetlights, develops master plans for citywide projects, and he successfully applies for various grants such as HES, SR2S, and ATP grants.

### RELEVANT PROJECT EXPERIENCE

#### City of San Bernardino, Various Projects | *Senior Project Manager*

Mr. Syed is providing Project Management and Construction Management services to the City of San Bernardino for the following CIP Projects:

- Mt. Vernon Bridge Replacement Project
- State Street Extension Phase I Baseline to 16<sup>th</sup> Street Project
- 2nd Street Bridge Replacement at Warm Creek Project
- 40th Street Widening from Johnson to Electric Avenue Project
- "H" Street Widening from Kendall to 40<sup>th</sup> Street Project
- Sierra Way Storm Drain Project
- Kendall Drive Slope Stabilization Rehabilitation Project
- Citywide Pavement Rehabilitation Project (SB1)
- Parking Lot Improvement at Various Locations Project
- ATP Cycle 2 – Safe Routes to Schools Project at Three (3) Locations Project

#### City of Montebello, 10th Street Improvements Project | *Senior Project Manager*

The Project consisted of removal and reconstruction of existing concrete sidewalks, curb and gutters, driveway approaches, curb ramps, cold milling existing AC pavement, adjustment of sewer manholes frames and covers, raising water valve covers to finished grade, installation of detectable warning surface on existing curb ramps, and installation of pavement markings and curb painting. This project consisted of design, project management, bidding, award of contract, construction management and inspection of the 10th Street Improvements from Whittier Boulevard to Cleveland Avenue.

#### City of Montebello, Pavement Rehabilitation, Various Streets (CDBG Zone) | *Senior Project Manager*

The City completes pavement rehabilitation projects along residential, commercial, and alley corridors. The general improvements for pavement rehabilitation projects include cold mill and AC overlay, removing and replacing concrete sidewalks, curb and gutters, upgrading and constructing new access ramps, adjusting manholes to grades, and installing striping and pavement messages. The project consisted of design, project management, bidding, award of contract, construction management and inspection as well as federal fund administration and labor compliance of various streets pavement repairing and skin patching.

#### City of Bell Gardens, Alley Improvements Project | *Senior Project Manager*

This project consisted of citywide alley improvement projects. The general improvements for pavement rehabilitation projects include cold mill and AC overlay, removing and replacing concrete sidewalks, curb and gutters, upgrading and constructing new access ramps, adjusting manholes to grades, and installing striping and pavement messages. This project consisted of project management, construction management, inspection, and administration during the construction phase.

#### City of Baldwin Park, Storm Drain Improvement Project | *Senior Project Manager*

The Baldwin Park drainage project included installation of storm and water mains along Atlantic Avenue, 40th Street and Live Oak Street, as well as the repair, replacement and restoration of curbs, concrete sidewalks, driveways and wheelchair ramps. The scope of the work included reviewing the design produced by another consultant and preparing complete bid package (plans, specifications and cost estimate) for the City to advertise the last section of the project for construction bidding.

#### City of Baldwin Park, Various Projects | *Senior Engineer/Project Manager*

Provided administration of NPDES requirements, including the permit process, conducted inspections and issued notices of violation for illicit discharges. Responsible for the MS4 permit program and implementation of its compliance through outsourcing. Managed capital projects such as street overlay, slurry seal, sidewalk installation, sewer main construction etc.; involved in Land Development section, processed tentative maps, final maps and lot line adjustments.

#### City of Fontana, Various Projects | *Senior Engineer/Project Manager*

Managed over \$100M in redevelopment CIP projects and engaged in at CIP projects per fiscal year, including preparation of specifications, bid openings, award of contracts, and finally construction including management and inspection. Involved in relinquishment of Foothill Boulevard from Caltrans and San Bernardino County, street widening project (\$15M), Baseline Avenue widening (\$19M), CDBG and Safe Route to School (SB281) sidewalk programs, construction of new streets, slurry seal program, and projects funded through various grants including OTS, SR2S, STP, and other federal funds.

## Construction Manager Senior Construction Inspector



### EDUCATION

- » Construction Technology, Orange Coast College
- » Building Inspection Technology, Coastline College, Huntington Beach, CA

### LICENSES & REGISTRATION

- » Water Treatment Operator – Grade 2 | Certificate No. 17150
- » Water Distribution Operator – Grade 3 | Certificate No. 4903
- » QSP Certificate No. 26356
- » Traffic Signal Senior Field Technician III Certificate No. 97687
- » Traffic Signal Inspector Certificate No. SI97687

Construction of new 20' section of 54" CMLC watermain including a new 36" BF valve assembly, 8" bypass assembly, cathodic protection and testing station, pipeline/appurtenance pressure testing and disinfection.

### City of Temecula, Pavement Rehabilitation Program – Winchester Road (Jefferson Avenue to Ynez Road) | Senior Construction Inspector

The City of Temecula pavement rehabilitation program. The work for this project generally includes pavement Improvements along Winchester Road from Jefferson Avenue to Ynez Road. Improvements Include, remove and replace existing asphalt pavement, reconstruction of traffic loops, adjust existing manholes and valves for different utilities, and installation of striping and pavement markers.

### City of Jurupa Valley, Granite Hill Drive Pipeline – Phase 1 and Phase 2 | Senior Construction Inspector

Agency: Jurupa Community Services District | Location: Granite Hill Dr. from Country Village to Camino Real | Contractor: WEKA Construction. Performed inspection as part of a three-inspector team. Inspection of this project included standard observation, reporting, Bid Item quantity tracking and conflict resolution of the following items: 11,655 L.F. (Phase I 7,665' + Phase II 3,990') of 42-inch diameter CML/CMC waterline, investigative excavations (potholing), resolution of unforeseen crossings with existing utilities (including temporary supports), excavation (including inspection of shoring), rock removal/disposal, dewatering, connections to existing waterlines, 16 BF valves, cathodic testing stations, other appurtenances, pipeline video inspection (interior), pressure testing, disinfection, Bac-T sampling, import materials, backfilling, compaction, restoration of existing pavement/surface improvements, and traffic control.

### City of Lake Elsinore, District, Nichols Road Transmission Main (TR37305) | Senior Construction Inspector

Open trench construction of 3,360 LF of fully restrained 20" DIP domestic watermain, 10 RW gate valves, 8 fire hydrants, 4" water service. Confirmed pipeline was constructed per the line and grades stated in the approved plan set. Observed/Inspected pipeline pressure testing, disinfection, and water quality sampling for compliance with State and Water District Standards. Performed final inspection and drafted a Punchlist of items found to be not in compliance with the approved plans and specifications.

### City of Chino, Public Improvements and Commercial Development of Industrial Tilt-Up Buildings | Senior Construction Inspector

Installation of over 2300 LF of a combination of PVC and CML&C domestic water main ranging in size from 4" to 12". Installation of over 1600 LF of PVC recycled water main. Installation of over 1300 LF of VCP sanitary sewer ranging in size from 6" to 8". Construction of 5 sanitary sewer manhole structures. Installation of a sewage lift station including 1100 LF of 4" HDPE force main. Construction of 16 streetlights.

Mr. Nylund has over 34 years of experience providing quality control and quality assurance with extensive experience on of numerous major capital improvement projects including transmission mains, new wells, tanks, reservoirs, water and wastewater treatment plants, pipelines, lift stations, booster pump stations, bridges, street improvements, retaining walls, dewatering, parks and facilities, landscaping and irrigation improvements, utility installation, roadway widenings, grade separations, masonry walls, storm drain projects, roadway projects, street rehabilitations, and large-scale water and wastewater projects. Mr. Nylund is a certified Grade 2 Water Treatment Operator and Grade 3 Water Distribution Operator. Mr. Nylund has provided quality assurance inspection as a lead inspector on numerous projects including as project features such as: project startup, excavations, jack and bore, backfill, reinforced concrete, masonry, structural steel, wood framing, coating of structures and pipes, telecommunications improvements, roofing, mechanical, electrical, and plumbing, and project closeout. Mr. Nylund has performed electrical inspection for powerplants, lift stations, and traffic signal improvements. His responsibilities include inspection of all phases of public works construction projects, including drinking water, recycled water, sewer, storm drain, street lighting, traffic signals, roads, sidewalks, storm water pollution prevention BMPs, site grading and landscaping. Verify compliance with Federal/State/local laws and ordinances, traffic control requirements, approved working hours and approved methods/specifications/materials/quantities. Review and confirm compliance with Project Specific Plans and Specifications, Caltrans Plans and Specifications and Plans and Standard Specifications for Public Works Construction (Green Book).

### RELEVANT PROJECT EXPERIENCE

#### County of Riverside, 36" Butterfly Valve Replacement | Senior Construction Inspector

Agency: Riverside Public Utilities | Location: Jackson St @ Cleveland Ave, City of Riverside. Deenergizing and dewatering of existing 54" domestic water transmission line. Removal of 20' section of existing CMLC watermain and valve assembly.

## Senior Construction Inspector *Deputy/Special Inspector*



### EDUCATION

- » Construction Technology, Orange Coast College, 1998
- » Building Inspection Technology, Coastline College

### LICENSES & REGISTRATION

- » ICC Electrical Inspector
- » General Contractor
- » ICC Building Inspector
- » ICC Plumbing Inspector
- » ICC Mechanical Inspector
- » ICC Combination Inspector
- » ICC Commercial Combination Inspector
- » ICC Building Official #0880906-CB
- » ICC Certified Special Inspector for Structural Welding, Structural Masonry, Structural Steel, Reinforced Concrete
- » OSHA 30 Hr.

Mr. Hunkle has over 28 years of experience providing electrical and communications inspection services for capital improvement and public works projects, including roadway projects, structural projects, gap closures, auxiliary lanes and ramp widenings, bridge construction and rehabilitation, interchange improvements, truck lane projects, seismic retrofit, retaining walls, signs and lighting systems, roadway rehabilitation, widening and realignment of existing facilities, relocation and construction of existing facilities, and water and wastewater projects for numerous agencies. Mr. Hunkle has great knowledge structure construction engineering and inspection of Caltrans transportation facilities, and is educated about Local, Departmental, State, and Federal regulations, including Cal/OSHA, Storm Water Pollution Prevention Plans, Federal Highway Administration regulations. Mr. Hunkle has the ability to perform calculations for temporary structures as used in the construction of bridges and other temporary or permanent structures, and has extensive knowledge of stress analysis, strength, properties and uses of construction materials, and of the methods, materials, and equipment used in construction and maintenance of transportation structures and engineering surveys. Mr. Hunkle also has experience using and referencing numerous Caltrans manuals.

### RELEVANT PROJECT EXPERIENCE

#### **City of Alhambra, FY 19-20 SB1 Street Rehabilitation Project | *Construction Inspector***

This project involved pavement improvements and street rehabilitation of numerous residential and arterial streets. The project's scope included asphalt preservation, slurry seal treatment, varying depths of cold milling and overlay, and full depth removal and reconstruction. The project also includes localized pavement improvements such as removal and replacement of broken and off-grade sidewalk, ADA ramps that need updating, broken and off-grade curb and gutter, driveways and driveway approaches in need of repairs, and concrete cross gutter reconstruction. Mr. Hunkle provided full-time inspection, prepared daily diaries, filled out incident reports, provided digital images of progress to the City, reviewed compliance with the SWPPP, and ensured successful completion and submission of the as-constructed plans and final punch list.

#### **City of San Bernardino, Pavement Rehabilitation and Resurfacing Eleven Major**

#### **Streets | *Lead Construction Inspector***

Project included the pavement rehabilitation and resurfacing of 11 major City streets including North Sierra Way, Valencia Avenue, Baseline Street, North Arrowhead Avenue, Mountain View Avenue, Wabash Street, Olive Street, Waterman Avenue, Temple Street, and Victoria Street. Technical project features include: full depth asphalt concrete removal and replacement, cold mill and ARHM overlay of existing asphalt concrete, removal and replacement of sidewalk, curb ramps, curb and gutter, cross gutters, spandrels, cross walks, traffic signing, striping and pavement markers, concrete and asphalt speed humps, traffic signal improvements, adjustment of existing utility manholes, and storm drainage improvement.

#### **City of Beaumont, Wastewater Treatment Plant Expansion/Renovation & Brine Pipeline Installation Project | *Senior Electrical/Pipeline Inspector***

This Project consists of expanding and upgrading the City's WWTP from 4 MGD to 6 MGD, installation of Membrane (MBR) system, Reverse osmosis (RO) system for salt mitigation, dewatering system, and sludge solar drying beds. The City is also constructing a 23-mile, 12-inch diameter gravity pipeline from the Beaumont WWTP that will connect to the Inland Empire Brine Line (IEBL) in San Bernardino to discharge brine that will be treated at Orange County Sanitation District (OCSD). The Brine Line is installed within existing right-of-way and unpaved roads using open trench methods, auger jack and bore, and hydraulic directional drilling (HDD). Mr. Hunkle proactively coordinated with project purveyors including frequent coordination with SCE.

#### **Western Municipal Water District, Victoria Avenue Recharge Water Facility | *Construction Inspector***

This project includes the installation of new groundwater extraction wells to help increase the groundwater basin quantity and improve its quality. Major improvements on this project include: SCADA and Storage Building, mass grading operations, the installation of three stormwater basins, a divergent structure, two concrete trapezoidal rerouting channels into the water basin, stormwater collection structure, and the installation of 4000 linear feet of 20" reclaimed water pipeline. His responsibilities include roadway construction inspection, material testing, traffic handling, flagging operations, inspection of concrete and paving activities. He provides inspection of retaining walls, drainage improvements, water line installation, storm drain installation, sewer line installation, subdrains, ADA compliant sidewalk driveways, and SWPPP. Mr. Hunkle coordinates all field material testing and sampling and reviews the results for compliance to the project spec.

## Senior Construction Inspector

*Deputy/Special Inspector*



### EDUCATION

» ACI Field Technician Grade I Certified in 2014

### LICENSES & REGISTRATION

- » ICC Reinforced Concrete Special Inspector in 2015
- » ICC Soils Special Inspector in 2016
- » ICC Structural Steel and Bolting Special Inspector in 2018
- » ICC Structural Welding Special Inspector in 2018
- » ICC Structural Masonry Special Inspector in 2022
- » ICC Master of Special Inspections in 2022

Mr. Vargas has more than 18 years of construction and project management experience in both private and public sectors. John has extensive experience in materials testing. John has successfully delivered over 60 projects and is ICC Certified for Concrete, Soils, Structural Steel, Welding, Masonry, and Master of Special Inspections. He has demonstrated expertise in all aspects of project and construction management through a wide range of responsibilities including budget analysis, contract negotiations, dispute resolution board, schedule development and assessment, constructability reviews, bid document review, schedule management, CEQA/NEPA, project closure documentation, stakeholders and team coordination, quality control, quality assurance, inspection, and management of the flow of information between project members and stakeholders. Mr. Vargas has extensive experience in Structural and Civil inspection on a variety of Caltrans and public works infrastructure projects, working with Federal, State, and local agencies. Mr. Vargas has thorough knowledge Caltrans systems and procedures, Caltrans audits, Caltrans standard plans specs, and manual.

### RELEVANT PROJECT EXPERIENCE

#### **City of Ontario, Fire Station Training Facility | Deputy/Special Inspector/Senior Construction Inspector**

The new fire/police training center in Ontario, CA, sits on a 4.5-acre site adjacent to Fire Station 3 and features two training towers and a burn building. This facility received a Training Facilities Gold Award in Firehouse's 2020 Station Design Awards. The new fire/police training center is located on a 4.5-acre site that's directly adjacent to Fire Station 3 in the city of Ontario. The project includes a new burn building along and an expansive training complex. The training complex includes a five-story and a six-story training tower. An existing building that was on site was remodeled to include new classrooms, restrooms, break areas and administrative offices. Site features include a new concrete perimeter road, training grounds, above-grade vent props, a pump test pit, utility props and an extensive confined-space prop. The project is constructed mainly of

concrete masonry and cast-in-place concrete. This facility is a mixture of CMU, poured in place concrete, steel frame and light gauge steel construction and type 5 framing. The M.E.P.S. systems were all commercial applications.

#### **City of Ontario, Fire Station #5 | Deputy/Special Inspector/Senior Construction Inspector**

John provided Quality Assurance per ASTM sampling and testing of soils, CMBs, and concrete in the field and batch plant. He performed ICC Reinforced Concrete inspections for rebar placement, epoxy dowel installation, observation and sampling of high strength grout and observation of concrete placement. He performed soils sampling/classification, observed and documented grading operations, observed and documented installation and backfill of underground utilities, and observed and documented construction operations of drive approaches and fire lanes. John verified that all testing/inspections included in the scope of work complied with approved project documents. He generated daily field reports/non-compliance reports and attended safety meetings. He coordinated with the General Contractor to schedule inspectors/technicians and delivery of various construction materials to the lab for testing. This facility is a mixture of CMU, poured in place concrete, steel frame and light gauge steel construction and type 5 framing. The M.E.P.S. systems were all commercial applications.

#### **City of Los Angeles, Police Administration Building | Deputy/Special Inspector/Senior Construction Inspector**

New building consists of 491,000 square feet of combined gross area that includes the office tower, auditorium, café and 364 spaces of underground parking. Project valuation is approximately \$240 Million. Mr. Vargas also provided oversight for extensive ADA compliant renovations within the park grounds. Mr. Vargas provided full-time inspection to ensure compliance with the plans, specifications, and other requirements, coordinated with agencies, contractors, and utilities, and assisted in preparing weekly progress reports.

#### **County of Riverside, Southwest Juvenile Justice Center | Deputy/Special Inspector/Senior Construction Inspector**

The new justice center will be approximately 14,000 gross square feet and will consist of the two (2) new courtrooms, judge's chambers, two detention holding areas, administrative support area, a vehicular sally-port, secure parking and a secured walkway as access to the existing detention center. The new facility will be operated by the Riverside County Sheriff's Department. Project valuation \$15 Million. Mr. Vargas also provided oversight for extensive ADA compliant renovations within the park grounds. Mr. Vargas provided full-time inspection to ensure compliance with the plans, specifications, and other requirements, coordinated with agencies, contractors, and utilities, and assisted in preparing weekly progress reports.

#### **Los Angeles County Dept. of Public Works, Harbor UCLA Medical Center - Surgery/Emergency Replacement | Deputy/Special Inspector/Senior Construction Inspector**

New building consists of a Two Story Surgical/Emergency Replacement building and a new Three Level Parking Structure. Project valuation is approximately \$175 Million. Mr. Vargas also provided oversight for extensive ADA compliant renovations within the park grounds. Mr. Vargas provided full-time inspection to ensure compliance with the plans, specifications, and other requirements, coordinated with agencies, contractors, and utilities, and assisted in preparing weekly progress reports.

# Noah Hernandez, PW Inspector

## Senior Construction Inspector



### EDUCATION

- » Bachelor of Arts in Public Administration, California State University Fullerton

### LICENSES & REGISTRATION

- » Certificate in Project Management, California State University Fullerton
- » Sexual Harassment Prevention Training
- » Defensive Driver Training
- » OSHA 30 Hour Training

Mr. Hernandez has extensive experience in construction inspection, construction management, contracting, field investigation, project management, and quality control for numerous capital improvement projects and federally funded projects, involving street improvement, bridge construction, storm drains, traffic signals, traffic signs, streetlights, pavement markings, construction projects, and maintenance projects. Mr. Hernandez has a thorough understanding of Cal-OSHA practices and procedures, ADA and Caltrans ADA requirements, as well as extensive knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials. Additionally, Mr. Hernandez is familiar with Caltrans field and construction office procedures, with experience assisting in inspection to assure compliance with plans and specifications, assisting in preparation of contract change orders, contract estimates, and progress payments, coordinating field testing of materials for compliance with project specifications and the Caltrans Quality Assurance Program, maintaining accurate project records, performing analytical calculations, and monitoring Contractor progress by preparing progress reports as required.

### RELEVANT PROJECT EXPERIENCE

markings. He oversaw document management of shop drawings, RFIs, change orders, progress payments, meeting minutes, etc. Mr. Hernandez prepared a final punch-list, verified completion of final items, and assisted in project closeout.

#### **City of Torrance, Residential and Arterial Pavement Improvement Project | Senior Construction Inspector**

Improvements include application of slurry seal, cold mill and overlay localized pavement repairs, tree removals/replacements, asphalt berm replacement, repairs to curb, gutter, sidewalk, driveways, and access ramps. Mr. Hernandez performs daily duties of construction quality assurance inspection, including oversight of excavation, compaction, subgrade inspection, backfill, paving, and inspection of structures, electrical, welding, drainage, and underground utilities. Mr. Hernandez coordinated materials testing, attends meetings with City representatives, contractors, and other agencies, prepares constructability reviews, and ensures compliance with project plans.

#### **City of San Bernardino, Street Rehabilitation Program (30+ Major Streets) | Senior Construction Inspector**

This long-term, on-call contract involves concrete improvements and pavement improvements of over 30 major streets in the City of San Bernardino. The contract also includes the rehabilitation and resurfacing of various streets and intersections. Scope of work includes full depth removal and replacement of asphalt concrete, intersection improvements, ADA ramp improvements, bike lanes, conduit installation, traffic signal improvements cold milling and overlay of existing asphalt concrete, mobilization, traffic control, staging for major streets and intersections, removal of traffic striping, installation of traffic striping and pavement markers, installation of loop detectors and bicycle loop detectors, construction of cross walks, removal and replacement of sidewalk, driveways, PCC curb and gutter, cross gutters, spandrels, curb ramps along both residential and commercial streets, manhole and utility vault adjustments, and preparation of SWPPP.

#### **City of Fullerton, Longview Street Improvements & Water/Sewer Main Replacement | Senior Construction Inspector**

Inspection of water, sewer and street rehabilitation project. The project included replacing 2500 linear feet of 8-inch DIP water main and appurtenances, 2500 linear feet of 8-inch VCP, PVC SDR 26 sewer main, new manholes and storm drains, removing and replacing existing sewer and video inspection and abandoning existing water mains and valves. Street and drainage improvement work included cold planning, excavation, asphalt concrete, aggregate base, and curb & gutter.

#### **City of Long Beach, Public Works Inspection Services | Senior Construction Inspector**

Mr. Hernandez supported the delivery of capital improvement project inspecting such projects as Water Treatment Facilities, Wastewater Treatment Plants, Pipeline Projects, Metro Blue Line Median Improvements, and Ocean Ave and Chestnut Place Left Turn Pocket Project. Assigned to inspect all utility permits in the downtown area and to be part of The Long Beach Grand Prix Committee.

#### **Metropolitan Water District, Joseph Jensen Water Filtration Plant Project | Senior Construction Inspector**

Inspect the addition of (4) concrete water basins; concrete galleries; underground PVC, HDPE, steel & concrete piping, underground; and electrical conduit. Inspect the installation of Unifilt water filtration basins, clay units, rock, gravel, garnet, anthracite coal placements, flocculators, weirs, traveling bridges, emergency generators, steel water tanks, etc. Write daily reports, write non-compliance reports, attend construction meetings, project specifications, discuss compliance requirements with contractor, attend MWD survey crew inspections, etc.

## Senior Construction Inspector



### LICENSES & REGISTRATION

- » Electrical Training apprenticeship IBEW Local 441 City of Orange, California
- » Journeyman Electrician, State Certified GPA (3.0)
- » 30-Hr Cal/OSHA
- » Fall Protection
- » Traffic Control Safety
- » Sexual Harassment Prevention Training
- » Defensive Driving Training
- » Caltrans Roadway Safety Training
- » Bridge Inspector Training
- » Metro Rail Safety Training

The scope also involved drainage improvements, landscaping improvements, AC base course, ARHM pavement, concrete repairs to curb, gutter, sidewalk, driveways and driveway approaches, and replacing markings and striping on concrete and asphalt.

### **County of Orange, Foothill/Eastern SR 133/261/241 Transportation Corridor Toll Roads | Senior Construction Inspector/Sr Traffic Signal Inspector**

Project included all facets of electrical construction, Toll Plaza buildings, Traffic Signals, Street Lighting, Sign Lighting, Bridge Electrical/ Communication installation, Directional Boring & Trenching. Fiber Optic Installation & Fusion Splicing, Network Integration for Intelligent Transportation Systems, CCTV & Access Control. Construction Cost: \$2.8B

### **County of Orange, Interstate Route I-405 / SR- 55 HOV Interchange Improvement | Senior Construction Inspector/Sr Traffic Signal Inspector**

The I-405/SR-55 HOV interchange concept called out for additional improvements to improve the flow of traffic on I-405/55. These improvements include: (1) Construct HOV Flyover bridge lanes from SR-55 Southbound to I-405 Northbound connector (2) Construct HOV Flyover bridge lanes from SR-55 Southbound to I-405 Southbound connector (3) Construct a HOV Direct Connector along with drop ramps at the I-405/SR-55 interchange. (4) Construct Traffic management elements such as highway street lighting, ramp metering, changeable message signs and closed-circuit television cameras, with operational control from the Traffic Management Center (TMC) bringing these highways up to full Urban Freeway Standards. Construction Cost: \$430M

### **County of Orange, Interstate Route I-210 Extension Bridges @ Towne Ave/Mountain Ave/Indian Hill Blvd. Overcrossings | Senior Construction Inspector/Sr Traffic Signal Inspector**

Caltrans project included constructing (3) new bridges over the New I-210 Extension Freeway from La Verne to rancho Cucamonga. Our work consisted of installing Dry Utilities in soffit bays, Soffit Lighting, Decorative Street lighting on the bridge rails, Future communication ducts in sidewalk and new Traffic Signal installations. Construction Cost: \$15M

### **County of Orange, Interstate Route I-215 / SR-60 Interchange Widening | Senior Construction Inspector/Sr Traffic Signal Inspector**

Scope of work for this project includes widening the existing six lane highway to ten lanes, reconstruction of existing shoulder grades and installing a new median barrier wall. This project included new Ramp metering, Street lighting and fiber TMC communications from Central Ave. north to Rte 60- Day St.

### **County of Orange, Interstate Route I-405 / Jeffrey Rd and Culver Dr Freeway On-Off Ramps | Senior Construction Inspector/Sr Traffic Signal Inspector**

OCTA funded the reconstruction of the on and off ramps that are part of the Jeffrey Road and I-405 Interchange Widening Project by widening the ramps resulting in congestion mitigation and improving traffic operations. Construction Cost: \$9M

Mr. Russell has over 25 years of experience in intersection improvement, traffic signal improvements, and electrical improvement projects providing construction inspection and management, project management, specialty inspection, contracting, and providing quality control and quality assurance. Projects included large-scale public works capital improvement projects including highways, bridges, intersection improvements, traffic signal improvements, street improvements, roadway widenings, bridges, interchanges, freeway widenings, grade separations, bridge widenings, on and off-ramps, street rehabilitations, slurry seal projects, intersection improvement projects, water main projects, sewer pipeline projects, and has successfully delivered over 60 intersection improvement projects, involving new intersections, traffic signal modifications, paving, JPCP, concrete improvements, AC paving, grinding and overlay, slurry, bridge work, retaining walls, ADA curb ramps and sidewalk, pipelines, utility relocations, traffic control, sheeting, shoring, excavation, dewatering, replacement of asphalt concrete paving and appurtenances, trench repair, replacement of curb and gutter, driveway approaches, and cross gutters, installation of wedge gate valves, valve boxes, hot tap, an copper tubing, and fire hydrant assembly. Mr. Russell is familiar with the Greenbook, Caltrans standard specifications and standard plans.

### **RELEVANT PROJECT EXPERIENCE**

#### **City of Chino, Euclid Avenue – State Route 83 Intersection Improvements and Traffic Signal Modification Project | Senior Construction Inspector/Sr Traffic Signal Inspector**

The project consisted of traffic signal improvements, street and pavement improvements, as well as traffic signal improvements, to a residential neighborhood and four arterial streets for one project, and intersection improvements and lane upgrades for the other. Improvements include street and pavement rehabilitation, intersection improvement, clearing and grubbing, slurry seal, cold mill and AC overlay, utility coordination, as well as electrical and lighting improvements, including traffic signal hardware replacement, pedestrian countdown signal hardware installation, replacement and testing of fiber optic communication equipment, boring inspection.

## Senior Construction Inspector



Mr. Davalos has over 25 years of experience in public works inspection, construction management, contracting, quality control, construction inspection, and management of large-scale capital improvement projects, and has successfully delivered over 28 street improvement projects, involving street improvements, intersection improvements, median improvements, ADA ramp improvements, bike lanes and bike trails, conduit installation, traffic signal improvements, asphalt overlay, construction staging, traffic control, clearing and grubbing, SWPPP preparation, manholes and utility covers, loop detectors, PCC sidewalk, speed humps, and pedestrian crossings. Mr. Davalos's expertise extends to his familiarity with Caltrans, Federal Department of Labor and State of California Division of Labor Standards Enforcement, and equal employment opportunity compliance monitoring.

### RELEVANT PROJECT EXPERIENCE

#### EDUCATION & CERTIFICATIONS

- » Citrus College, Covina, CA, Public Works/Earth Work
- » OSHA 30 Hour Construction Safety & Health
- » Sexual Harassment Prevention Training
- » Defensive Driving Training
- » Caltrans Roadway Safety Training
- » Bridge Inspector Training
- » Metro Rail Safety Training

approaches, inspection and replacement of sewer manholes, coordinating with local utilities, preparation and implementation of SWPPP and BMPs, and providing temporary traffic control in conformance with the contract documents and applicable permits. Mr. Davalos's responsibilities included construction inspection, reviewing traffic control plans, issues management, cost control, labor compliance, dispute resolution, quality control/inspection, public relations, and ensuring site safety.

#### **City of Compton, Annual Residential Rehabilitation Project (Phases 1 & Phase 2A) | Senior Construction Inspector**

Scope of work consisted of construction of cold mill, ARHM pavement, AC base course, aggregate base, full depth AC slot pavement, curb and gutters, sidewalks, cross gutter, alley intersection, driveway approach, curb ramps, signing, striping, markings, and pavement legends, speed hump, traffic signal loop, adjust to grade existing sewer manhole, water valve, water meter, and storm drain manhole. Mr. Davalos's responsibilities included construction inspection, reviewing traffic control plans, issues management, cost control, labor compliance, dispute resolution, quality control/inspection, public relations, and ensuring site safety.

#### **City of San Marino, Street Rehabilitation Program (Phase 1 and Phase 2) | Senior Construction Inspector**

Improvements include cold-milling asphalt concrete pavement and re-paving with HMA and ARHM, clearing and grubbing, localized pavement repairs, replacing impacted traffic striping, markings, pavement legends, loop detectors, curb painting, replacing damaged curb and gutter, curb ramps, cross gutters, sidewalks, driveways and driveway

#### **City of Costa Mesa, Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project | Senior Construction Inspector**

This project includes street improvements, intersection improvements, ADA ramp improvements, conduit installation, traffic signal improvements, mobilization, curb and gutters, sidewalks, driveway approaches, spandrels, cross gutters, adjustment of manholes and utility covers to grade, procurement and application of slurry seal Type II, crack sealing, traffic signing, striping and markings, installation of traffic markers and speed humps, and implementation of traffic control. Responsibilities included attending and coordinating preconstruction conferences and progress meetings, providing contract administration for proper enforcement of the contract plans and specifications, making as-built revisions, providing coordination with other agencies, submitting permit and grant applications, coordinating schedules with designers, surveyors, and materials testing laboratories, ensured compliance with traffic control plans, SWPPP preparation. Mr. Davalos provided daily field observation during construction monitoring of the work, maintained accurate records of the project schedule and any accidents or claims related to construction, coordinated contractor requests for interpretation of the plans and specifications, conducted labor compliance interviews, reviewed and monitored all traffic control and public safety plans for compliance with all safety laws and regulations, enforced water quality best management practices and SWPPP compliance, and evaluated work in progress and gave weekly status reports to the City.

#### **City of Torrance, Residential and Arterial Pavement Improvement, I-159/I-139, | Senior Construction Inspector**

This project involves pavement improvements to a residential neighborhood and four arterial streets. Improvements include clearing and grubbing, cold mill and overlay, AC base course, aggregate base, concrete repairs to sidewalk, replacement of pavement markings and striping on concrete and asphalt, installation of speed humps, traffic signal loops, water valves and water meters, sewer manholes and storm drain manholes. Mr. Davalos provided full-time inspection, prepared daily diaries, filled our incident reports, provided digital images of progress to the City, reviewed compliance with the SWPPP and installation of BMPs, and final punch list.

#### **City of Eastvale, Pedley Project Pavement Rehabilitation | Senior Construction Inspector**

This project includes resurfacing of roadway pavement, modified asphalt concrete, intersection improvements, construction of concrete pavement, reconstruction of curb and gutter, sidewalk, driveway approaches, ADA ramps, crosswalks, street markings and traffic sign installation, drainage, and underground utility coordination. Mr. Davalos inspected construction activities to confirm compliance with the project plans and specifications and prepared daily reports documenting daily operations, time, material, and equipment reports.

## E. RELEVANT PROJECT EXPERIENCE AND REFERENCES

CURRENT ON-CALL CONTRACTS			
	MUNICIPAL AGENCY	SERVICES PROVIDED	CONTRACT TERM
1	City of Alhambra	On-Call Construction Management and Inspection Services	2023 - 2025
2	City of Beaumont*	On-Call Public Works Inspection	2017 – 2024
3	City of Beaumont*	On-Call Project Management Services	2017 – 2024
4	City of Beaumont*	On-Call Construction Management Services	2017 – 2024
5	City of Bell	On-Call Project Management Services	2022 - 2025
6	City of Bell	On-Call Construction Management, and Inspection Services	2022 - 2025
7	City of Carson	On-Call Construction Management and Inspection Services	2023-2026
8	City of Carson	On-Call Project Management Services	2023-2026
9	City of Chino*	On-Call Project Management Services	2020 – 2025
10	City of Chino*	On-Call Construction Management Services	2022 – 2025
11	City of Chino*	On-Call Inspection Services	2020 – 2025
12	City of Corona*	On-Call Public Works Inspection Services	2020 – 2023
13	City of Corona*	On-Call ADA Inspection Services	2020 – 2023
14	City of Costa Mesa	On-Call Public Works/Engineering Staff Support Services	2023-2026
15	City of Eastvale	On-Call Construction Management Services	2022 – 2025
16	City of Eastvale	On-Call Public Works Inspection Services	2022 – 2025
17	City of Eastvale	On-Call Project Management Services	2022 – 2025
18	City of El Segundo	On-Call Construction Management & Inspection Services	2022 - 2025
19	City of Hemet	On-Call Project Management Services	2022 - 2025
20	City of Hemet	On-Call Construction Management & Inspection Services	2022 - 2025
21	City of Irwindale*	On-Call Construction Management Services	2022 – 2025
22	City of La Mirada	On-Call Construction Management Services	2023-2026
23	City of Laguna Beach	On-Call Construction Management and Inspection Services	2023-2025
24	City of Lake Forest	On-Call Construction Management and Inspection Services	2019 - 2025
25	City of Lancaster	On-Call Construction Management and Inspection Services	2021 – 2024
26	City of Manhattan Beach*	On-Call Construction Management Services	2023 – 2026
27	City of Manhattan Beach*	On-Call Project Management Services	2022 – 2025
28	City of Moreno Valley	On-Call Construction Management and Inspection Services	2019 – 2024
29	City of Newport Beach	On-Call Project Management Services	2023 – 2026
30	City of Norco	On-Call Professional Inspection Services for (Building Department)	2021 – 2024
31	City of Norco*	On-Call Construction Management and Inspection Services (PW)	2021 – 2024
32	City of Norwalk	On-Call Construction Management and Inspection Services	2020 - 2024
33	City of Oceanside*	On-Call Construction Management Services	2019 – 2024
34	City of Oceanside*	On-Call Project Management Services	2019 – 2024
35	City of Palm Desert	On-Call Construction Management and Inspection Services	2023-2025
36	City of Pomona	On-Call Construction Management and Inspection Services	2021 – 2024
37	City of Rancho Pales Verdes	On-Call Construction Management Services	2022 – 2025
38	City of Riverside	On-Call Construction Management and Inspection Services	2023 - 2026
39	City of Rosemead	On-Call Construction Management and Inspection Services	2021 - 2024
40	City of San Bernardino*	On-Call Public Works Inspection Services	2019 – 2023
41	City of San Bernardino*	On-Call Project Management and Construction Management	2019 – 2023
42	City of San Marino	On-Call Construction Management and Inspection Services	2019 - 2025
43	City of Santa Monica	On-Call Construction Inspection Services	2020 - 2026
44	City of South Gate	On-Call Construction Management and Inspection Services	2019 - 2025
45	City of Temecula	On-Call Construction Management Services	2019 – 2024
46	City of Torrance	On-Call Construction Inspection Services	2021 - 2024
47	County of Los Angeles	On-Call Construction Management and Inspection Services	2019 – 2024
48	RCTD*	On-Call Construction Management and Inspection Services	2022 – 2025
49	San Bernardino County	On-Call Construction Management and Inspection Services	2022 – 2025
50	Long Beach Utilities*	On-Call Program, Project, and Construction Management Services	2021 – 2026

\*Multiple Contract Extensions

## FIRM EXPERIENCE

Our Projects include the following similarities to the City of Placentia's upcoming projects:

- |                               |   |  |
|-------------------------------|---|--|
| ✓ Street Improvements         | ✓ Sewer and Storm Drain Improvements              | ✓ Project Management                             |
| ✓ Bridge Projects             | ✓ Pavement Rehabilitation                         | ✓ Construction Management                        |
| ✓ Bike Trails                 | ✓ Concrete & Sidewalks                            | ✓ Design Review                                  |
| ✓ Drainage Improvements       | ✓ Facility Projects                               | ✓ Bidding Assistance                             |
| ✓ Park Projects               | ✓ Driveway Aprons                                 | ✓ SWPPP Review                                   |
| ✓ Buildings                   | ✓ ADA Ramps                                       | ✓ Traffic Control                                |
| ✓ Open Space Amenities        | ✓ Signing, Striping, Markings, & Pavement Legends | ✓ Geotechnical and Material Testing Coordination |
| ✓ Landscaping Improvements    | ✓ Traffic Signal Loops                            | ✓ Public Relations Management                    |
| ✓ Traffic Signal Improvements | ✓ Water Valves & Meters                           | ✓ Labor Compliance Oversight                     |
| ✓ Playground Equipment        | ✓ Street Widening                                 | ✓ QA/QC  |
| ✓ Shade Structures            |   |  |
| ✓ Sports Fields               |   |  |

In addition to our similar on-call contracts, the Z&K Team has successfully performed Project Management, Construction Management, Construction Inspection, and Materials Testing Coordination for projects for numerous public agencies. [The following projects have been completed on time and within budget.](#)

### TRANSPORTATION PROJECTS

#### CITY OF LAKE FOREST | STREET RESURFACING OF GLENN RANCH ROAD FROM PORTOLA TO EL TORO AND PRE-CONSTRUCTION INSPECTION SERVICES FOR SLURRY SEAL ZONE F AND ARTERIAL SLURRY SEAL JERONIMO AND MUIRLANDS FROM LOS ALISOS TO BAKE

The Z&K Team is providing Project Management, Construction Management, Construction Inspection, Pre-Construction Inspection, and Contract Administration Services for these projects, which involves the street resurfacing and the slurry seal. Relevant project features include street resurfacing and rehabilitation, application of slurry seal, grinding and overlay, cold milling, concrete improvements, ARHM pavement, AC base course, aggregate base, signing, striping, markings and pavement legends, removal and replacement of PCC curb ramps, removal and replacement of PCC sidewalk, bike lane traffic loops, Type E traffic loops, dig-outs, sewer and storm drain manhole adjustments, and water valves adjustments.

**Z&K has successfully delivered over 50 street improvement projects over the past 5 years.**

#### CITY OF COSTA MESA | CITYWIDE PARKWAY MAINTENANCE & STREET REHABILITATION PROJECT

Z&K Consultants, Inc. is providing Construction Management and Project Management Services for this citywide street improvement program in the City of Costa Mesa. This project includes street improvements, intersection improvements, ADA ramp improvements, conduit installation, traffic signal improvements, mobilization, curb and gutters, sidewalks, driveway approaches, spandrels, cross gutters, adjustment of manholes and utility covers to grade, procurement and application of slurry seal Type II, crack sealing, traffic signing, striping and markings, installation of traffic markers and speed humps, and implementation of traffic control.

#### CITY OF CHINO | SLURRY SEAL PROGRAM (VARIOUS LOCATIONS CITYWIDE)

Z&K Consultants Inc. is providing Project Management, Construction Management, and Inspection oversight services for this Project which includes street rehabilitation and slurry seal of various streets, including, Pipeline Ave from City Limits to City Limits, Chino Ave from City Limits to City Limits and Schaefer Ave from City Limits to City Limits. Scope of work includes pavement improvements, street resurfacing, crack sealing, slurry seal, localized dig-outs, striping removal/install, and traffic loop detectors.

#### CITY OF CHINO | ALLEY/SANITATION REHABILITATION PROJECT

Z&K Consultants Inc. is providing Project Management and Construction Management for this Project which includes removal of existing alley pavement and base section to construct new AC pavement section and ribbon gutter in multiple alleys in the City of Chino. Scope of work includes new PCC drive and alley approaches, curb and gutter, 4' PCC alley gutter, new AC pavement section over compacted crushed miscellaneous base, and the construction of several block walls.

#### CITY OF SAN BERNARDINO | STREET REHABILITATION PROGRAM (30+ MAJOR CITY STREETS)

Z&K Consultants, Inc. is providing Project Management, Construction Management and Inspection Services for this long-term, on-call contract with the City of San Bernardino, which includes street resurfacing and pavement rehabilitation for over 30 major streets and multiple major street intersections in the City. The projects include roadway and pavement rehabilitation, concrete improvements, cross gutters, curb and gutters, curb ramps, ADA improvements, storm drain and pipeline relocation, traffic signal improvements, traffic control, full depth removal and replacement of asphalt concrete, cold milling and AC overlay of existing asphalt concrete, slurry seal application PCC sidewalk, replacement of existing PCC driveways, driveway approaches, curb ramps, retaining curbs, 3' high retaining wall, parkway culverts, cross gutters, asphalt-concrete pavement, removal and replacement of trees, clearing and grubbing, installation and configuration of multiple traffic loop detectors and bicycle traffic loop detectors, installation of city project signs, preservation of existing city survey monuments, adjusting manhole and utility covers to grade, reconfiguration and installation of street lighting, and installation of pavement markings and striping.

## **CITY OF COMPTON | ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT, PHASE 1 & PHASE 2A**

Z&K Consultants, Inc. is providing Project Management, Construction Management, Inspection, and Labor Compliance services for this Project. The scope of work consists of roadway and pavement rehabilitation, concrete improvements, asphalt overlay, construction staging, heavily travelled intersections, traffic control, clearing and grubbing, SWPPP preparation, cold mill and overlay, PCC sidewalk, manholes and utility covers, speed humps, pedestrian crossings, ADA improvements, slurry seal application, HMA pavement, ARHM overlay, AC base course, aggregate base, full depth AC slot pavement, alley intersection, driveway and driveway approach, landscaping, irrigation, adjusting manhole and utility covers to grade, water valve, water meter, street lighting, installation of loop detectors, traffic signal modification, adjustment of streetlight and traffic signal pull boxes to grade. (Two Separate Projects)

## **CITY OF SAN MARINO | STREET REHABILITATION PROGRAM PHASE 1 & PHASE 2**

Z&K Consultants, Inc. provided Project Management and Construction Inspection Services for this program, which consisted of citywide roadway pavement rehabilitation. The program's improvements included construction of roadway and pavement rehabilitation, concrete improvements, cross gutters, curb and gutters, curb ramps, ADA improvements, cold-milling asphalt concrete pavement and re-paving with hot mix asphalt (HMA) and asphalt rubber hot mix (ARHM), clearing and grubbing, , localized pavement repairs, replacing impacted traffic striping, markings, pavement legends, loop detectors, curb painting, driveways and driveway approaches, installing speed humps, adjusting utility frames and grates, inspection and replacement of sewer manholes, water valves, water meters, and storm drain manholes, preparation and implementation of SWPPP and temporary construction BMPs, and providing temporary traffic control. (Two Separate Projects)

## **CITY OF NORWALK | CDBG LOCAL STREETS REHABILITATION PROJECT**

Z&K Consultants, Inc. is providing Construction Management and Inspection services for the Local Streets Rehabilitation Project, funded by the Community Development Block Grant (CDBG) fund. The scope of work includes improvements to concrete appurtenances, including cross gutters, curb and gutters, upgrades of curb ramps to ADA standards, and intersection improvements, traffic signal improvements, bike lanes, underground utility coordination, conduit installation, and rehabilitation of roadway pavement conditions.

## **CITY OF ROSEMEAD | WALNUT GROVE AVE. RESURFACING PROJECT, PHASE I**

Z&K Consultants, Inc. is providing Project Management, Construction Management and Inspection Services for this project, which involves street resurfacing of Walnut Grove Ave., from Marshall St. to Grand Ave. in the City of Rosemead. In addition to street improvements, the project included intersection improvements, removal and replacement of existing AC pavement, cold mill and overlay, asphalt pothole repairs, replacement of PCC sidewalk, removal and replacement of ADA ramps, curb and gutter, bike lane and bike trail, traffic signal modifications, installation of medians, adjustment of manholes and utility covers to grade, installation of specialty and bicycle loop detectors, installation of speed humps, pedestrian crossings, and guardrail and roadway markers.

## **CITY OF ALHAMBRA | FY 19-20 & 20-21 STREET REHABILITATION PROJECTS**

The Z&K Team is performing Project Management, Construction Management, Construction Inspection, and Labor Compliance Services for this project, which consists of the pavement and street rehabilitation of 23 local street segments located south of Mission Road, west of Garfield Avenue, east of Atlantic Boulevard, and north of Valley Boulevard. Improvements include street resurfacing, slurry seal treatment, varying depths of cold mill and overlay, construction staging, full depth removal and reconstruction, concrete improvements such as removal and replacement of broke and off-grade sidewalk, ADA ramps that need updating, broke and off-grade curb and gutter, PCC sidewalk, installation of loop detectors, adjustment of manhole covers and utility covers to grade, driveway aprons in need of repairs, and concrete cross gutter reconstruction. (Two Separate Projects)

## **CITY OF TORRANCE | RESIDENTIAL & ARTERIAL PAVEMENT IMPROVEMENT PROJECT, I-159/I-139**

Z&K Consultants, Inc. is providing Project Management, Construction Management and Construction Inspection services for this project, which consists of pavement improvements to a residential neighborhood and four arterial streets. Improvements include roadway and pavement rehabilitation, concrete improvements, cross gutters, curb and gutters, curb ramps, ADA improvements, clearing and grubbing, application of slurry seal, cold mill and AC overlay, removal and disposal of existing pavement, localized pavement repairs, as well as tree removals and replacements, asphalt berm replacement, AC base course, PCC sidewalk, PCC driveways and driveway approaches, access and ramps, replacing pavement markings and striping on concrete and asphalt, and installation of raised pavement markers and City project signs.

## **CITY OF IRWINDALE | 2021-2022 RESURFACING PROJECT: RESIDENTIAL RESURFACING PHASE I**

Z&K provided Construction/Project Management and Inspection for this project. The project included street resurfacing, traffic control, raised crosswalks, speed humps, cold milling and AC overlay of existing asphalt concrete, construction of new curb and gutter, PCC sidewalk, installation and configuration of multiple traffic loop detectors, installation of city project signs, preservation of existing city survey monuments, adjusting manhole and utility covers to grade, installation of pavement markings and striping. Related work includes mobilization, traffic control, assisting in preparation of NPDES, local utility coordination, construction management, daily inspection, labor compliance, geotechnical and materials testing coordination.

## **CITY OF TORRANCE | ANZA/VISTA MONTANA/PACIFIC COAST HIGHWAY INTERSECTION IMPROVEMENTS**

Z&K Consultants, Inc provided Project Management and Inspection services for the Anza/Vista Montana/Pacific Coast Highway Intersection Improvements Project. This Project consists of construction of the Pacific Coast Highway/Anza Intersection Improvements with appurtenances as shown on City of Torrance Plan No.'s ST-1019/SD-517/C- 2019-8/TS-2019-2/ST-1019-TC; curb, gutter, sidewalk, catch basins, curb ramps, raised medians, striping, traffic signal replacement; grind and overlay, and AC pavement; and all other incidental work in this specification document.

## ENTERPRISE (WATER, SEWER, STORM DRAIN, AND SANITATION)

### CITY OF LAGUNA BEACH | JASMINE STREET STORM DRAIN IMPROVEMENTS CIP NO. 154

Z&K Consultants, Inc is providing Construction Inspection Services for this project for the City of Laguna Beach. The project includes the installation of approximately 2,400 linear feet of storm drainpipe; including the jacking of one 28-inch steel casing and the installation of a 24-inch PVC pipe within the casing beneath North Coast Highway. The work also includes the installation of a Low-flow diversion with a 12-inch PVC pipe, the installation and/or replacement of catch basins, and connecting storm drain laterals at various locations along the project alignment, trenching, the removal and replacement of A.C. pavement and P.C.C. street improvements as required to install storm drain facilities, jacking of 28-inch steel casing, striping, pavement markings, pavement markers, and traffic control.

**Z&K has successfully provided CA/CI Services for over 40 water, storm drain, and sewer projects over the last 5 years.**

### CITY OF VERNON | 50<sup>th</sup> STREET WATER MAIN REPLACEMENT PROJECT

The Z&K Team is providing Project Management and Inspection Services this Project. The project's scope of work includes demolition and reconstruction of the 12" iron ductile pipeline and all associated renovations to the City's existing water services, such as installation of all appurtenances, fittings, valves, blow-offs, siphons, concrete pipe supports, thrust blocks, trenching, bedding and backfill, replacement of traffic markings, shoring, over excavation, fill re-grade, temporary and permanent pavement, steel plating, and roadway improvements and repair.

### CITY OF FULLERTON | LONGVIEW DRIVE WATER/SEWER MAIN REPLACEMENT & STREET IMPROVEMENTS

The Z&K Team is providing Construction Management and Inspection Services. This water, sewer, and street rehabilitation project for the City of Fullerton included replacing 2,500 LF of an 8-inch ductile iron pipe water main, as well as 2,500 LF of 8-inch vitrified clay pipe (VCP), PVC SDR 26 sewer main, installation of new manholes, removal and replacement of existing sewer and video inspection and abandoning existing water mains and valves. Inspectors provided oversight during operations including pipe welding, trench excavation, shoring, backfill, traffic control operations, and replacement of traffic signals, signing, and striping. The project also included street and drainage improvement work, which included asphalt paving, cold planning, excavation, concrete paving, aggregate base, curb and gutter, access ramps, cross gutter, driveway approach and sidewalk replacement.

### LBWD | LADWP HAYNES GENERATING STATION RECYCLED WATER PIPELINE & SEWER PIPELINE PROJECT

Z&K is providing Project Management services for the 24-inch diameter water pipeline. Approximately 7,940 LF and construction estimate of \$14M. Pipeline begins at Haynes Generating Station and connect to LBWD 21-inch recycled water pipeline at Atherton Street and Studebaker Road. Project requires extensive coordination with City of Long Beach upcoming public works projects. Project required CEQA, Caltrans permitting, California Coastal Commission, and coordination with LADWP. Z&K is providing project management services for the 14-inch sewer force main. It is approximately 12,930 LF. The pipeline begins at Haynes Generating Station and connects to LACSD 42-in sewer located west of Coyote Creek. Estimated Construction Cost is \$15.8M. The pipeline has many crossings, is within Caltrans, SCE, LADWP, and LACFCD right-of-way, and has a perpendicular crossing through SCE right-of-way that will require CPUC. Project requires both CEQA and California Coastal Commission.

### CITY OF CHINO | YORBA AVENUE & EUCALYPTUS AVENUE SEWER MAIN REPLACEMENT PROJECT

Z&K is providing Project Management and Construction Management services for this Project. This Project includes the replacement of an existing 10-inch vitrified clay sewer pipe along Yorba Avenue between Murrieta Street and Cheyenne Way. There are two industrial businesses discharging wastewater with combined volumes of approximately 400,000 GPM, when compliant. This number can reach up to 500,000 GPM when non-compliant and causes existing pipes to reach nearly 75% capacity. The project includes an independent sewer flow study to assist the City in a decision to remove and replace or add additional sewer line(s) at these locations.

### CITY OF CHINO | CENTRAL AVENUE AND DUPONT AVENUE WATERLINE REPLACEMENT PROJECT

Z&K is providing Project Management and Construction Management services for this Project. The Central Avenue project includes the replacement of a 16" steel to an 18" PVC water main on Central Avenue from Chino Avenue to C Street. The Project will also include the replacement of an 8" steel line on D Street pipe from Central Ave to the alley west of 6th Street.

### CITY OF CHINO | STATE STREET WATER TREATMENT PROJECT

Z&K is providing Project Management services for this Project. This project includes the construction of a centralized water treatment plant (WTP) at the City's Reservoir 5 and Well 14 sites. The proposed project is anticipated to include cartridge filters, GAC, IX, and chlorination equipment for a total treatment capacity of 4,000 gpm. In addition, the project includes a 3,800 LF brine disposal pipeline connecting to the Non-recoverable Waste System operated by IEUA and LA County Sanitation, a connection to the City of Montclair sewer system, and a 7,000 LF raw water transmission main from Well 12 to the State Street site. Both Well Pump 12 and Well Pump 14 will be replaced as part of the treatment improvements.

### CITY OF OCEANSIDE | SAN LUIS REY (SLR) WASTEWATER TREATMENT PLANT PROJECT

The Z&K Team is providing Construction Management and Inspection Services as a subconsultant for the SLR Wastewater Treatment Plant and Aeration Basin Effluent Piping Replacement project located at the San Luis Rey Wastewater Reclamation Facility. The project scope of work includes the removal and replacement of six (6) 24-inch aeration basin effluent piping, including the installation of new plug valves, fittings, pipe, wall penetrations and installations of gate valves and flow meters or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents.

## VICTORIA AVENUE RECHARGE WATER FACILITY | WESTERN MUNICIPAL WATER DISTRICT

The Z&K team provided Construction Management and Inspection Services for this major capital improvement project for WMWD. This project includes the installation of new groundwater extraction wells to help increase the groundwater basin quantity and improve its quality. Major improvements on this project include mass grading operations, installation storm water basins, a divergent structure, two concrete trapezoidal rerouting channels into the water basin, storm water collection structure, the installation of 4000 linear feet of 20" reclaimed water pipeline three local city streets connecting the gage canal reservoir into the three proposed storm water basins.

## CITY OF BEAUMONT | WASTEWATER TREATMENT PLANT EXPANSION & BRINE PIPELINE PROJECT

The Z&K Team provided Construction Management and Inspection Services for this project. Per the City's NPDES Permit, once flows at the WWTP reached 75% of the permitted capacity, the City is required to begin the planning, design and funding process to expand the plant. In addition to the need for more capacity to serve the City's growing customer base, the City is mandated by the Regional Water Quality Control Board (Regional Board) to upgrade its WWTP to meet groundwater basin objectives. The City of Beaumont's Wastewater Treatment Plant (WWTP) Expansion/Renovation Project includes increased the permitted capacity from 4 MGD to 6 MGD.

## PARK AND FACILITY PROJECTS

### CITY OF SOUTH GATE | HOLLYDALE COMMUNITY PARK IMPROVEMENTS PROJECT

The Z&K Team provided Project Management, Construction Management and Inspection services for the City of South Gate's Hollydale Community Improvement Project. The project involves the renovation of Hollydale Community Park which is located at 12119 Industrial Avenue, in the City of South Gate. The Project improvements include a new community center, new lighting and electrical systems, concrete improvements, stormwater chambers, new irrigation system and landscaping, site furniture, new playground and exercise equipment, basketball court, block wall fence, construction of a new 1,675 SF community building and other miscellaneous work.

**Z&K has successfully delivered over 35 parks and facility projects serving in a similar capacity over the past 5 years.**

### CITY OF COSTA MESA | JACK HAMMETT SPORTS COMPLEX IMPROVEMENT PROJECT

The Z&K Team is providing Construction Management and Inspection services for the City of Costa Mesa's Jack Hammett Sports Complex Improvement project. Relevant improvements within the project include sports field construction, synthetic turf installation, concrete improvements, parking lot improvements including increase of parking and improved circulation, ADA improvements, electrical runs to the pull boxes for storage buildings within the complex, construction of retaining walls, block wall fencing, replacement of lighting system, irrigation improvements, landscaping, rough and precise grading, foundation improvements, construction and installation of two new storage buildings, and all electrical and mechanical work within the buildings.

### CITY OF LAKE FOREST | ARBOR MINI PARKS, VINTAGE AND SUNDOWNER PARKS, BORREGO OVERLOOK, REGENCY, AND RANCHO SERRANO PARKS (SIX (6) PARK IMPROVEMENT PROJECTS)

Z&K Consultants provided Construction Management, Construction Inspection, and Contract administration for the Arbor Mini Parks and Neighborhood Park Renovations, which includes Borrego Overlook, Regency, Rancho Serrano, Sundowner, and Vintage Parks. This program includes improvements such as removal of existing hardscape, installation of new landscaping and irrigation, installation of block wall and iron fencing around perimeter of park sites, installation of new playground equipment and park amenities, construction of ADA compliance ramps, erosion control, storm drain construction, construction of concrete walkways and exercise trails, installation of exercise equipment, installation of barbecues, picnic tables, park lighting system and electrical system, installation of drinking fountains, installation of shade structures, rubber surfacing, and concrete loop walkways.

### CITY OF TUSTIN | VETERANS SPORTS PARK AT TUSTIN LEGACY

Z&K Consultants provided Construction Management and Construction Inspection Services as a subconsultant for the City of Tustin's Veterans Sports Park at Tustin Legacy. This park is the City of Tustin's largest park carved from 31.5-acres. It is bounded by Lansdowne Road, Valencia Avenue, and Severyns Road. This project is 100% locally funded, utilizing several funding sources. Phase 1 of the construction for the Veterans Sports Park is complete and consists of demolition, grading, storm drain, water, reclaimed water, and sanitary sewer installation. The sports park contains a wide variety of recreational facilities such as softball, soccer, tennis, basketball, racquetball, sand volleyball and pickleball. The park includes a passive recreation area, fitness stations, concession/restroom/storage buildings, a veteran's memorial feature, skate plaza, a parking lot, and a children's play environment. Additional relevant park features include lighting installation, retaining walls, synthetic turf, outlet structures, outdoor seating areas, ADA compliant ramps and concrete walkways, ADA compliant parking lot spaces, landscaping, and water features.

### CITY OF LYNWOOD | YVONNE BURKE – JOHN HAM PARK COMMUNITY CENTER

Z&K Consultants provided Construction Management and Inspection Services for this new 8,645 SF community center and park. The project includes building improvements, such as a kitchen, multipurpose rooms, administration offices, restrooms, game room, concession room, as well as improvements to the park, such as landscaping, irrigation, retaining walls, block wall fencing, site lighting, concrete walkways, water features, outdoor exercise stations, a natural grass baseball field, outdoor basketball court, covered picnic and barbecue areas, playground equipment, public restrooms, a ¼ mile ADA accessible walkway, outlet structures, and paving improvements. The building is utilizing a dual plumbed system and the site is using reclaimed water for irrigation. The project has required close coordination with SCE, Region Water Quality Control Board, and Los Angeles County Department of Public Health.

## CITY OF LA QUINTA | SILVERROCK PARK VENUE SITE

Z&K provided Construction Management and Inspection Services for this Project, which sits on approximately 14 acres with approximately eight (8) acres of walking paths, turf, and landscaping. Construction work included precise grading, hardscape, landscaping and irrigation, stream and lake construction, furnishing and installation of lighting, decomposed granite parking lot construction, concrete ADA parking space construction, concrete and decomposed walkways, construction of a stage, installation of playground equipment, picnic and BBQ areas, park lighting, construction of an outdoor theater with seating area. Project included traffic control, dust control, SWPPP, 6" PCC paving, 6" concrete vertical curb, 4" concrete rolled curb, over 70,000 SF of decomposed stabilized granite, concrete cross gutter, parking lot signage and striping, ADA curb ramps, ADA parking stalls, fire line, water line, headwalls, and rip rap, drinking fountains, parking lot lighting, and landscaping.

## CITY OF SAN BERNARDINO | SECOCOMBE LAKE PARK AND PERRIS HILLS PARK

The Z&K Team provided Construction Management and Inspection services for this project, which involved improvements to Seccombe Lake Park and Perris Hills Park. Z&K personnel performed constructability reviews of the project plans and specifications prior to the bid release. The project includes grading, fencing, new CMU restroom buildings, and ADA parking space construction. The project also includes landscaping and irrigation improvements, ADA sidewalk improvements, installation of playground and exercise equipment, installation of horseshoe pits, improvements to a baseball diamond, playground areas, picnic and barbecue areas, and installation of several benches.

## CITY OF SAN BERNARDINO | PLAYGROUND EQUIPMENT REPLACEMENT FOR SIX PARKS

The Z&K Team provided Construction Management and Inspection services for this project, which consisted of park improvements to six community parks in the City of San Bernardino. Parks that received improvements included Jack Reilly Park, Encanto Park, Gutierrez Park, Colony Park, Delmann Heights Park, and La Plaza Park. Z&K oversaw the replacement of playground and exercise equipment, installation of block wall fencing, grading, irrigation and landscaping improvements, construction of a basketball courts and other sports fields, installation of barbecue and picnic areas, ADA accessible curb ramps and walkways, storm drain construction, and various concrete improvements. Z&K managed and coordinated all aspects of the project, performed pre-construction services, coordinated field meetings and construction progress meetings, reviewed and approved contractor's construction schedule, monthly accounting of construction costs, reviewed shop drawings, processed submittals and requests for information, performed labor compliance and certified payroll review, participated in public outreach activities, provided full time inspection of project activities, ensured compliance with approved PS&E, coordinated materials testing services and reviewing results, coordinated with utility companies.

## BRIDGE PROJECTS

### CITY OF SAN BERNARDINO | SECOND STREET BRIDGE OVER WARM CREEK

Z&K Consultants provided Construction Management Services as a prime consultant for the Second Street Bridge Over Warm Creek. This project is located in downtown San Bernardino; this project involves construction on the 2nd Street bridge between Arrowhead and Mountain View Avenue. Overall, the project involves demolishing the existing bridge, widening sidewalk by one foot on each side, installing bridge barrier railings in conformance with AASHTO standards, street improvements, retaining walls, steel piles, pavement grinding, new asphalt concrete pavement, reinforced concrete pipe, utility relocations, and winterization of the creek. This project must comply with the Santa Ana Regional Water Quality Control Board (401 Permit), U.S. Army Corps of Engineers (404 Permit) and Department of Fish and Wildlife (1602 permit). This project intends to improve the sufficiency rating of the bridge, reducing the need for constant significant maintenance, extending its life and longevity by improving its seismic performance and ensuring the bridge design is in compliance with the Association State Highway and Transportation Officials standards.

The Z&K Team has successfully delivered over 20 Bridge and Interchange projects.

## REF



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949.461.3490  
Call Construction Management and Inspection Services  
2022 – Current



**ig Beach Water**  
Exceptional Water • Exceptional Service

Long Beach Water

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2021 – Current



**City of San Bernardino**  
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On-Call Project Management and Inspection Services  
2019 – Current

## F. UNDERSTANDING AND APPROACH

The team proposed on this project have extensive experience in construction management, construction inspection and design. We have successfully utilized CM/PM Agency delivery on a host of projects. Through this experience we have developed management procedures that promote collaboration and teamwork, improve quality and maximize the value of the above project. Z&K past performance with Cities, Counties, and other agencies shows our remarkable ability to control costs, guarantee great quality of work, and meet all project deadlines. We understand the importance of Schedule Control and are known in the industry for assisting the contractor to cut the project schedule and to yield significant savings for our clients through reduction of overhead management and construction costs. The most significant saving is less inconvenience to the traveling public and less City exposure due to shortened construction duration. This will help extend excess project funds into other important projects.

**MANAGEMENT APPROACH** | The Z&K Team has successfully utilized CM Agency delivery on a host of projects. Through this experience we have developed project management procedures that promote collaboration and teamwork, improve quality and maximize the value of the above project. Z&K's past performance with Cities, Counties, and other agencies show our remarkable ability to control costs, guarantee great quality of work, and meet all project deadlines. We understand the importance of Schedule Control and are known in the industry for assisting the contractor to cut the project schedule and to yield significant savings for our clients through reduction of overhead construction management and construction costs. The most significant saving is less inconvenience to the traveling public and less City exposure due to shortened construction duration. This will help extend excess project funds into other important projects.



Z&K Consultants, Inc. provides proven professional construction management techniques to ensure the safe construction of a quality project completed on time and within budget. Z&K accomplished this by establishing the systems, policies, and procedures necessary to ensure adequate project controls are in place. The Construction Manager must ensure all parties understand the basic responsibilities and interrelationships of all team member such as the Owner (both project management and operations), the Design Engineer, the Contractor, the construction management team, and the subconsultants. Additionally, a good Construction Manager must have the knowledge and experience to effectively understand the interrelationships between the key management components of time, information, cost, and quality. Decision making, including obtaining sufficient information to make reasoned decisions, is the key element leading to a successful project. The Z&K approach is founded on a thorough understanding of each of the management components critical to the project.

**TIME MANAGEMENT** | Time management uses scheduling to accurately manage and track the restrictive elements of time and resources throughout the project. The key to a successfully implemented and managed schedule is the development of an accurate, detailed, and realistic baseline schedule. Z&K will review the Contractor's baseline schedule to ensure it is accurate and reasonable. Activity durations and logic ties will be examined for accuracy and constructability. The schedule logic and activity durations will also be analyzed to ensure the Contractor does not use float suppression techniques. Schedule float is a valuable resource for the Owner and the Contractor. Schedule implementation and administration is the next step in proper time management.

The Contractor's actual progress will be documented daily. The Z&K Team will review the progress with the Contractor at the weekly meetings. The Contractor's three-week-look-ahead schedule will be compared with the work plan on the record schedule to ensure the Contractor continues to use the record schedule as a management tool. We will check the record schedule for activities with start dates that did not begin during the review period. This proactive approach flags potential delay issues for further discussion.



**COST MANAGEMENT** | Z&K will take the lead to ensure a cost management system is properly implemented and maintained. Z&K's cost management role will be in two parts. The first is to track the value of the completed work to ensure accurate and detailed monthly progress billing by the contractor. Secondly, Z&K will proactively manage the change order process. The monthly progress billing may be tied to the construction schedule. A cost loaded critical path method (CPM) schedule is a valuable management tool. Each month, the Construction Inspector will review and approve the updated cost loaded CPM. Work activities and material deliveries will be assigned the correct completion percentage by the Contractor. This will be reviewed by the Construction Inspector and discrepancies will be addressed.

If necessary, the Contractor will revise and resubmit the schedule of values. This process ensures the Owner is accurately billed for the completed work monthly. Changes in work and unforeseen conditions will be closely monitored. Any costs for changes will be managed by the Z&K construction management team. An ongoing log of potential change issues will be maintained. These issues will be discussed and updated at each weekly meeting.

**FUNDING MANAGEMENT** | Z&K will ensure that the City has all necessary information to comply with the funding requirements. Our team is experienced in complying with funding reporting and filing requirements. We pay close attention to these requirements and deadlines so that project funding remains unaffected and so that file audits are conducted quickly and efficiently. Our team is also experienced in ensuring that project documents show compliance with DBE reporting requirements, DBE goals, and/or good faith effort documented. Proper Project documentation is key in any audits.



**QUALITY MANAGEMENT** | Quality management is an inherent CM responsibility. Z&K is knowledgeable and capable in all aspects of quality management. Quality assurance is the application of systematic methods to verify the effective implementation of quality control procedures. Z&K will manage the quality of the project by taking the quality assurance lead role and implementing the Z&K quality assurance program, which allocates quality control responsibilities to the various project participants to ensure the constructed product conforms to the contract plans and specifications.

This includes a detailed inspection plan, inspection procedures, and documentation procedures for all inspection and test reports. Z&K will review the Contractor's quality control procedures to ensure adequacy. Quality control issues will be discussed at each weekly meeting. An ongoing deficiencies/corrective items list will be maintained, reviewed, and updated weekly. Quality assurance includes quality of the constructed work as well as the quality of the Contractor's document processes (such as the Contractor's submittals and RFIs).

In Z&K's experience, lack of quality in the paperwork with items such as poor submittals and unanswered RFIs may lead to lack of quality in the constructed product. Deficiencies in submittal quality control by the Contractor often leads to incorrect or inferior equipment and materials being installed. Z&K will be proactive with the Contractor to ensure the quality of their submittals. Likewise, lax procedures for the processing of RFIs may lead to misunderstandings and delays. Z&K will take a proactive approach with the Contractor and the Design Engineer to ensure the quality of the RFI process is maintained. Finally, Z&K regularly performs internal audits of its field operations to ensure the proper implementation of procedures for Z&K's quality assurance program.

**INFORMATION MANAGEMENT** | Proper information flow is crucial to the success of a project. A construction project generates a large amount of information, which must be distributed to all parties on a timely basis. The source of this information will cover the full spectrum including contracts, meeting minutes, drawings and specifications, submittals, RFIs, pay requests, invoices, inspection reports, and so forth. Z&K will act as the hub for the management of all information flow. Z&K has extensive experience providing document management solutions for its clients. Z&K's approach to information management also includes building a communication framework to foster partnering and teamwork relationships for all the project stakeholders. Z&K builds this from the start of the project with an all-inclusive kick-off meeting where the lines of communication and project responsibilities will be clearly explained to all the project stakeholders.



The emphasis on project communication continues throughout the project with the weekly construction meetings. At each weekly meeting, all ongoing issues will be reviewed and discussed. All project stakeholders will be invited to the meetings. An agenda of meeting topics will be distributed in advance and include items such as safety, old business, updated progress of the work, RFIs, submittals, testing and inspection reports, non-conformance notices, environmental monitoring, change orders, three-week-look-ahead schedule, pay requests, and so forth. Unresolved issues will be carried over to the next week's meeting until a final resolution is obtained.

**CODES & PROCEDURES MANAGEMENT** | Z&K has a strong knowledge of the City, County, State, and Federal codes and procedures that are required to deliver a successful project. Z&K will ensure that all codes and procedures are properly followed for the City's Project.

Some of the requirements are as follows:

- Project Construction Documents
- City Standards and Design Manuals
- California Building Code
- California Plumbing Code
- California Mechanical Code
- California Electrical Code
- California Building Energy Efficiency Standards
- Title 24, Part 2, 2.5, 3, 4, 5, 6, 11
- California Fire Code
- California Residential Code
- California Green Building Code
- California Disabled Regulations
- City Codes & Ordinances
- City Grading Code & Manual
- APWA "Greenbook" Standard Specifications for Public Works Construction
- Caltrans Standards, Specifications, and Procedures



- Caltrans Construction Manual
- Caltrans Safety Manual
- OSHA Construction Safety Orders
- 10/30-hr OSHA Training Certification
- Local Assistance Procedures Manual (LAPM)
- State and Federal Building Codes (Site Accessibility)
- County Procedures and Guidelines
- Work Area Traffic Control Handbook (WATCH) Manual
- Manual of Uniform Traffic Control Devices (MUTCD)
- Project Safety Plan (PSP)
- Site Health and Safety Plan
- Activity Hazard Analysis (AHA)



## TASK ORDER PROCEDURE

Below we have outlined Z&K's approach to the scope of work using our general task order procedure. The Z&K team fosters productive collaboration and cooperation—from stakeholders to the City and public utilities, to the contractor, and to local businesses and residents. Our firm uses proven methods for performing the multitude of tasks that dictate the success of a construction project.

Through our current on-call contracts, we have developed a task order process that has proven successful. It is an organized and streamlined approach for requesting, developing, and completing task order assignments. The purpose of this process is to be able to provide the City with teams available for multiple tasks off the on-call contract and a formal approach to respond to each task. Below is a summary of our proposed approach for completing the task orders.

- **Step 1. Initial Meeting with City Project Manager and Task Managers.** A meeting between the City's project manager and the Z&K manager to be assigned to the work will be set up. Our project manager will discuss the request with the City's project manager and discuss your goals and expectations, key project issues, appropriate personnel from our team to be assigned, services needed, schedule, approximate budget available, and assumptions for completing the work order.
- **Step 2. Develop Scope of Work and Team.** Our project manager will then coordinate with the appropriate key persons from our team, which may include a multi-discipline team, to prepare and submit a proposal for completing the work. Each team member will submit their scope to our project manager, who will then combine the individual scope into an overall scope and proposal for review by the City. This procedure has worked successfully on our current and past on-call contracts.
- **Step 3. Notice to Proceed.** Once the task order is reviewed, negotiated, and executed, a notice to proceed will be given to Z&K to begin work.
- **Step 4. Monthly Coordination/Progress Meetings.** We will hold meetings at the appropriate frequency to keep City staff apprised of the progress of the work. We will develop and maintain schedules to identify allowable work windows for completing project tasks and to keep the City's project manager aware of the project progress.

## PROJECT MANAGEMENT APPROACH

Z&K's management approach is derived from many years of experience and proven success and includes very specific strategies: coordination, communication, and documentation.

**Coordination.** All task orders will require coordination. That can come in the form of coordination with other City departments, local agencies, and stakeholders. The Z&K team has years of experience with major on-call contracts with other Southern California agencies. These on-call contracts require similar coordination efforts in which Z&K has established and maintained outside-agency contacts, coordinated designs with their staff, and obtained necessary approvals to move the project forward. This knowledge and understanding of working with other agencies will provide great benefit to you on each project.

**Communication.** Z&K has a formal, proactive communication plan to share critical project information as soon as possible and to make sure there are no surprises. We continuously report progress, identify problems, assign priorities, receive feedback, and document progress. From project start-up through project closeout, we will prioritize our communication to make sure all required actions are documented and addressed in a timely manner. The City can be assured that both the City and all team members will always be aware of the status. This level of coordination, coupled with the project progress meetings, helps avoid project issues and delays, and monitors the project schedule and budget. Z&K has used this management approach with great success on all types and sizes of projects.

**Documentation.** Proper documentation is critical for all projects. We have a thorough understanding of the document control procedures required for public works projects for a variety of funding sources. Z&K's document control management policies are prepared to comply with the City's requirements. Our typical monthly project progress reports include the status of deliverables, utility and outside-agency efforts, cost and schedule snapshot and analysis, issues discussion and recommended resolution actions. Monthly progress reports will be tailored to the needs of the City for each project. In combination, Z&K's tools and efficiency in coordination, communications, and documentation will provide the City with a transparent process for the duration of the contract.

**Quality Assurance and Quality Control.** QA/QC will be an ongoing task throughout the duration of the project. Z&K's project and construction management QA/QC process starts with standardization of successful procedures. All projects utilize Z&K's standardized project electronic filing system, which is mirrored with a binder-based hard copy indexed system. Z&K's electronic filing system is a cloud-based system accessible in real-time to all Z&K project team members as well as its client as requested. Daily, weekly, and periodic correspondence, logs and reports are regularly reviewed for accuracy, up-to-date maintenance, aging, and escalation of issues, appropriateness, potential changes and/or claims and contract compliance.

**Schedule.** Our project manager will prepare and maintain a Microsoft Project schedule. The schedule, task lists, deliverables, agency review time, and progress reports will be used to list each task in the project to enable our project manager to hold members accountable for delivery. We will provide a summary report regularly that shows tasks completed, items that may have changed, and schedule updates if needed.

## G. SCOPE OF WORK

Z&K understands that the required services shall be performed by the consultant Project Manager, Inspector and Contract Administrator. The Z&K Team will provide the following tasks for the City of Placentia:

**A. PROJECT MANAGER/RESIDENT ENGINEER** | Z&K's Project Manager will represent the City in the field. The Project Manager possess a minimum of (5) years' experience in construction management. The Inspector and the Contracts Administrator will have relevant experience in construction management and certifications or references that affirm the said experience.

**B. BID ANALYSIS** | Prior to the start of the project, the Project Manager will be responsible for conducting a bid analysis to determine the lowest responsible bidder. The Z&K Team will assist the City throughout the bidding process for each project. Z&K may perform a prequalification evaluation of bidders to ensure the contractors comply with the City's requirements and have the necessary experience and resources to complete the projects on time and within budget. Z&K will act as an extension of City staff to answer any questions the bidders and to provide responses in a timely manner. Z&K will review the bids for completeness and responsiveness on behalf of the City.

**C. STAFF REPORT** | Z&K will coordinate with the contractor for the award of contract per the City's contract requirements and prepare a staff report to recommend the award of a Construction Contract. Z&K will staff reports for contract award to the lowest responsive and responsible bidder. We will coordinate with the City to determine funding sources, publication dates, environmental and fiscal impact, and schedule of award to meet the City's deadlines.

**D. GENERAL CONSTRUCTION ADMINISTRATION** | We will coordinate with the City to define roles and responsibilities during construction and develop a construction management plan. We will co-lead the pre-construction meeting and schedule and conduct regular construction and progress meetings to discuss such matters as procedures, progress, problems and scheduling. We will prepare and promptly distribute meeting minutes. Z&K will schedule, coordinate, and conduct a pre-construction conference with the City, Contractor, design engineer, utilities and other agencies. An agenda will be prepared in advance to notify attendees of key items for discussion. At the pre-construction conference, we will discuss special contract requirements and concerns, and establish the protocol to be used throughout the project. The conference will highlight the contractor's responsibility for items such as the project schedule, order of work, permit and environmental agreements, safety and access, progress pay requests, labor compliance, submittals, RFIs, CCOs, quality control, materials certification, schedule updates, and weekly meetings. Z&K will review the schedule and verify that it meets all the required information prior to issuing the Notice to Proceed to the Contractor. Z&K will prepare and promptly distribute meeting minutes to all attendees. Z&K will record the progress of the project. We will submit written daily and progress reports to the City and keep daily logs containing a record of weather, contractor's work on the site, number of workers and equipment, work accomplished, problems encountered, and other relevant data. We will make the log available to the City and prepare and send Weekly Statement of Working Days to the contractor. We will monitor contractor's compliance with labor code requirements. The Z&K team will maintain, at the job site, records of contract documents including drawings, addenda, change orders, and other modifications of plans and specifications marked to show all changes made during construction. We will maintain as-built records of underground utilities, including locations and depths of trenches. At the completion of the project, we will deliver to the City all contract documents including as-built records. Z&K will consult with the City when the contractor requests interpretations of the meaning and intent of the drawings and specifications and assist in achieving the resolution of problems which may arise. We will coordinate with the City and contractor to incorporate a centralized platform where all documents are filed and distributed amongst the project team. Z&K will be responsible for ensuring that all building permits, special permits, if required are obtained, and that all applicable fees have been paid, and shall obtain approvals from authorities having jurisdiction over the Project.

**E. SUBMITTAL/RFI REVIEW & PROCESSING** | The Project Manager will be responsible for review of completeness and quantity of all required shop drawings, product data, samples and other submittals ("Submittals"). The Z&K team will transmit the Submittals to City staff for review and approval and shall establish and implement procedures for expediting the processing, approving, and distribution of Submittals. Our PM will develop, maintain, and manage all submittal/RFI logs. We will determine the workflow on for all Submittal/RFI review including City staff, design engineers, contractor personnel, and the construction management team.

**F. CONSTRUCTABILITY REVIEW** | Z&K will review project plans and specifications to determine its "constructability". We will also review construction schedule, including activity sequences and duration, schedule of submittals and schedule of delivery for products with long lead-time. The project schedule will be updated as required showing current conditions and revisions required by actual progress. The individuals, Project Manager, Inspector and Contract Administrator, will not be responsible for construction means, methods, techniques, sequences and procedures employed by the contractor in the performance of the contract, and shall not be responsible for the failure of the contractor to carry out work in accordance with the contract documents. However, any errors, omissions, or discrepancies found in the Contract Documents will be called to the attention of the City's Project Manager and clarified prior to construction start.

**G. CHANGE ORDER REVIEW** | Z&K works proactively to eliminate or reduce project impacts from change orders. Z&K will provide first-line management of CCO administration including review and evaluation of CCO requests; independent estimates; project mitigation such as possible alternatives and negotiation as the City's advocate; written approval from the City's Construction Manager prior to approval of any extra work; investigation and inspection of site conditions that differ from those described in the contract documents; schedule impact and analysis and verification; recommendations to the project Owner on acceptance; impact mitigation; review of submittals in support, and recommendation for resolution, of claims and disputes; and verification of costs. We will conduct a comprehensive evaluation of change order requests, provide independent estimates, render recommendations and assist in claim resolution. Z&K will monitor and report on the status of the Project Construction Budget on a monthly basis, indicating actual costs for completed activities and work in progress, and indicating estimates for uncompleted work. Report should identify variances between actual and budgeted or estimated costs and shall advise the City whenever it appears that the Actual Construction Cost has exceeded, or will exceed, the Project Construction Budget for the entire Project or any Project Component.

**H. SAFETY** | We will monitor the contractor's safety program and take necessary steps to ensure the jobsite conditions are in compliance with OSHA regulations.

**I. PROGRESS PAYMENTS** | Z&K will maintain cost accounting records on authorized work performed under unit costs and additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records. Z&K will develop and implement procedures for the review and processing of applications by contractor for progress and final payments. We will make recommendations for certification to the City for payment. The Z&K Construction Management and Inspection staff bring a detailed understanding of the City processes for administering Contractor progress payments per the City's standards & procedures. We will work closely under the direction of the City and with the contractor to verify that the contractor's payments are processed, provide recommendations, and ensure they are executed promptly by the contract documents and City's procedures. Z&K will reconcile the work done with the pay requests. Z&K will work with the Contractor on required corrections to the pay requests and ensure that they are in the format and forms required by the City. The pay requests will be submitted to the City with a statement that they have been reviewed. Z&K will keep accounts of all pay requests including amounts retained, dates submitted,

dates paid, actual payments, changes in contract amounts, and any other pertinent information. We will provide status of monthly certified payroll reports and monthly as-builts updates as backup for each payment submitted to the city for review.

**J. MATERIAL TESTING** | Z&K will be responsible for supervising and coordinating the materials and specialty testing program to ensure all required testing is performed with the required frequencies and documented according to the City and/or any outside regulatory agencies. Sampling and testing activities will be conducted in accordance with the contract documents and approved procedures. The Inspector will work with the Contractor to correct any failed tests and achieve compliance. Our team has the ability to effectively make decisions and coordinate with other professionals on field issues related to material testing and inspection. Z&K will develop and provide a comprehensive testing program for the Project in accordance with the contract documents. Our Team will be responsible for supervising and coordinating the materials testing program to ensure all required testing is performed with the required frequencies and documented. Z&K will provide field inspections and compaction tests for grading, trench backfill and asphalt concrete pavement construction according to the project special provisions, the Standard Specifications for Public Works Construction ("Green Book") and Caltrans Standard Specifications. We will provide inspections for installation of precast and cast in-place concrete, welding, high strength bolts, structural steel, masonry, painting and other types of work in accordance with the California Building Code (CBC) and the contract documents. We understand that available tests may include Mix Designs, Concrete, Concrete Blocks, Brick Masonry, Masonry Prisms, Mortar and Grout, Fireproofing, Soils and Aggregates, Asphalt Concrete, Reinforcing Steel, and Environmental.

**K. INSPECTIONS** | Z&K will determine that the work of contractor is being performed in accordance with the contract documents. We will make recommendations to the City regarding special inspection or testing of work not in compliance with the provisions of the contract documents. Subject to review by the City, we will reject work which does not conform to the requirements of contract documents. The team will facilitate and coordinate inspection by representatives of other agencies, as needed. Z&K will evaluate the completion of the work of the contractor and make recommendations to the City when work is ready for final inspection. We will assist the City in conducting final punchlist inspections. The team will schedule and coordinate special inspection and material testing. Our inspectors will oversee and inspect all aspects of construction to ensure compliance with the Plans, Specifications, and Special provisions.

**L. CLAIMS** | The Construction Manager will perform on-going review throughout the project to avoid any potential claims. If claims arise, the Construction Manager will work with the City and Contractor to find the best solution to resolve any claims in a timely manner. The Z&K Construction Manager and Inspection staff bring a detailed understanding of the City processes for administering Contract Change Orders per City's standards & procedures. We will work closely under the direction of the City's Construction Manager with the contractor to verify that change orders are processed and executed promptly by the contract documents and City's procedures. Inspectors will verify all work performed under time and materials, including equipment, contractor crew, and field measurements quantities. The Construction Manager will perform a review and recommendation for any contractor change order. We will ensure that claims submitted by the contractor adhere to Public Contract Code Section 10240 and 20104. Our Project Manager shall coordinate with City consultant on claim matters. We will review all claims and provide an evaluation to the City. Documentation will be provided and reviewed to support any claim. Z&K will coordinate the resolution of each claim with suggested design changes that may have been caused by unforeseen field conditions.

**M. PREVAILING WAGE/LABOR COMPLIANCE** | Z&K will monitor and enforce prevailing wage forms and requirements for conformance to the prevailing wage rates on a weekly basis. We will verify that all Trade personnel listed in the daily log are also listed in the certified payroll and shall conduct weekly employee interviews, one for each trade, and submit verification with the monthly progress payments. We will perform employee interviews to verify and enforce prevailing wage requirements on a regular basis. Z&K will conduct weekly field interviews at the job site with each labor trade to verify that prevailing wages and fringe benefits follow applicable laws and certified payroll reports submitted by the contractor and/or subcontractors.

**N. PROJECT CLOSEOUT** | Our Project Manager will be responsible for all project closeout items, such as: As-Built plans and related documentation, punch list completion, commissioning, warranty requests during the one-year period. We will schedule and oversee the warranty repair; this will include site visits as requested by the City to look at defects or imperfections to determine if it is a warranty issue. We will provide a close out report outlining any obstacles, violations, and services performed. Z&K will provide a close out report for but not limited to any violations, fringe benefit statements, missing payroll reports, unsatisfactory employee interviews, claims, and any other documentation related to prevailing wage and labor compliance.

**O. COMMUNITY OUTREACH** | Z&K will attend and co-lead a pre-construction meeting with the community. The primary purpose of this meeting is to introduce the CM team to the community and discuss major anticipated construction impacts. Z&K will coordinate construction and inform any adjacent businesses or residence through a community outreach program that will manage public relations for the duration of the project. We will verify that businesses and residents have been notified a minimum of 5 working days in advance of the commencement of construction activities, that access for vehicular and pedestrian traffic to business and residences impacted by the project have been coordinated. Z&K will ensure that the impact on adjacent businesses and residences is minimized, and that they are able to access their property at their leisure at all times. At a minimum, the Z&K team will establish and manage a construction 24-hour hotline (toll free number), website, and email address for project stakeholders, property owners, interested parties, and the general public to call with construction issues and concerns. All calls and public complaints will be documented and investigated, and a monthly report will be provided to the City. Z&K will manage and track public inquiries for the Contractor and for the City and will advise of any concerns and findings. Additionally, Z&K will develop a neighborhood affairs strategy for any property owners, businesses, and the general public that will be affected. This will include the preparation and distribution of information materials for the affected public, including fact sheets and project update. We will coordinate with the City's Communication Manager and communicate with the community regarding impacts related to the construction project.

**P. FEDERAL REQUIREMENTS** | Z&K will ensure the preparation of Caltrans documentation including but not limited to Award package, interim reports, and final report (close out) to be reviewed by the City. We will coordinate with the City to ensure Disadvantaged Business Enterprises (DBE) goal is met by contractors and document any changes throughout the length of the project. We will ensure compliance with any and all state and federal funding requirements for construction and enforce any regulations set forth by these funds.

We understand that all tasks listed above shall be required on an as-needed basis, and that the City reserves the right to add or reduce some of the above tasks and duties as it sees fit. Z&K, serving as staff extension, will remain sufficiently flexible to meet the needs of the City and of the project.

Z&K will ensure all work conforms with applicable City, State and Federal laws, latest versions of City Design Manuals, City Standard Plans, Caltrans manuals and policies, Caltrans Standard Plans and Specifications, APWA Standard Specifications for Public Works Construction "Greenbook," Manual of Uniform Traffic Control Devices and California Building Codes, all as revised and amended.

## H. SCHEDULE

Z&K both prioritize and value equally the management of the contract as well as the management of the construction. The management of the City's Projects will be an ongoing process throughout the duration of the contract. Since the contract will depend on the Contractor(s) schedules, which may vary in the type of inspections, level of effort, etc. it is important to meet monthly with the Management Team and Contractor to review their individual schedule and cash flow projection to be able to gauge the level of effort for the CM Contract. We have successfully utilized CM Agency delivery on a host of projects. Through this experience we have developed project management procedures that promote collaboration and teamwork, improve quality and maximize the value of the above project. Z&K's past performance with Cities, Counties, and other agencies show our remarkable ability to control costs, guarantee great quality of work, and meet all project deadlines. We understand the importance of Schedule Control and are known in the industry for assisting the contractor to cut the project schedule and to yield significant savings for our clients through reduction of overhead construction management and construction costs. The most significant saving is less inconvenience to the community and less City exposure due to shortened construction duration. This will help extend excess project funds into other important projects.

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Quality assurance includes quality of the constructed work as well as the quality of the Contractor's document processes (such as the Contractor's submittals and RFIs). In Z&K's experience, lack of quality in the paperwork with items such as poor submittals and unanswered RFIs may lead to lack of quality in the constructed product. Deficiencies in submittal quality control by the Contractor often leads to incorrect or inferior equipment and materials being installed. Z&K will be proactive with the Contractor to ensure the quality of their submittals. Likewise, lax procedures for the processing of RFIs may lead to misunderstandings and delays. Z&K will take a proactive approach with the Contractor and the Design Engineer to ensure the quality of the RFI process is maintained. Finally, Z&K regularly performs internal audits of its field operations to ensure the proper implementation of procedures for Z&K's quality assurance program.

**TRACKING COSTS AND PROJECTING COSTS** | Z&K will take the lead to ensure a cost management system is properly implemented and maintained. Z&K's cost management role will be in two parts. The first is to track the value of the completed work to ensure accurate and detailed monthly progress billing by the contractor. Secondly, Z&K will proactively manage the change order process. The monthly progress billing may be tied to the construction schedule. A cost loaded critical path method (CPM) schedule is a valuable management tool. Each month, the Construction Inspector will review and approve the updated cost loaded CPM. Work activities and material deliveries will be assigned the correct completion percentage by the Contractor. This will be reviewed by the Construction Inspector and discrepancies will be addressed. If necessary, the Contractor will revise and resubmit the schedule of values. This process ensures the Owner is accurately billed for the completed work monthly. Changes in work and unforeseen conditions will be closely monitored. Any costs for changes will be managed by the Z&K construction management team. An ongoing log of potential change issues will be maintained. These issues will be discussed and updated at each weekly meeting.



Z&K will utilize the City's preferred electronic document control system (EDCS) to manage the Project costs. This software will provide financial management through budget management, contract management, purchase orders (POs), Invoices, Payment Applications (Pay Apps), and Quantity Tracking. The project can be set up in the system in multiple ways and match any reporting requirements by the City. Z&K has a resource loaded schedule that changes with subconsultants, etc. There are certain services that occur every month and will be standard for the duration, such as program management and labor compliance. Other services such as specialty inspection, etc. will be targeted in specific phases of the construction. Z&K also has a dedicated Accounting Department and as a client-based firm, changes and special requests for the invoicing can always be accommodated by Z&K. Our reports can be tailored to the City's needs.

**QA/QC PROCEDURES** | Described below are the activities involved in delivering the tasks in the general order they will occur. The tasks identified in the scope of work require varying staff commitments. The staffing plan is presented with the ability to reallocate hours as needed to fit the Project needs. The Project Team will be responsible for executing the following tasks and deliverables.

Pre-Bid Phase		
Activity	Description	Deliverable(s)
<b>Bid</b>	Assist the City in finalizing the bid document, evaluate bidder/qualifications, bid opening/Analysis, and award process through City Council Award.	Review And Coordinate with City's PM
Pre-Construction Phase		
<b>Constructability Review/Quantity Takeoff</b>	Review for constructability, bid ability and perform value engineering. Conduct independent quantity take-off for construction cost.	Constructability Comments & Value Engineering
<b>Coordinate with Utility and Outside Agencies</b>	Meet with all utility companies responsible for relocating their lines and equipment.	Meeting Agenda / Minutes
<b>Photograph and Video Document the site</b>	Take pre-construction photos and videotape conditions.	Photos, Dated with Labels, Video
<b>Project Schedule/ Long Lead Items</b>	Evaluate Design Engineer's proposed schedule for construction duration and cost.	Construction Schedule
<b>Kick-off Meeting</b>	Arrange a pre-construction meeting with agencies, contractor, and utility companies and address all concerns. Review contract administration items.	Meeting Agenda and Minutes
<b>Conforming to Department Standards</b>	Review and assist staging plans for compliance with the law and guidelines.	Review Comments & Assist
Construction Phase		
<b>Weekly Progress and Schedule Meeting</b>	Conduct weekly meetings to discuss schedule, change orders, new issues, submittal status, RFI's & safety.	Meeting Agenda and Minutes
<b>Deficiency Log</b>	Maintain a log of non-compliant work items.	Deficiency Log
<b>Process Submittals</b>	Review and track all submittals for completeness & constructability.	Submittal Approval Log
<b>Track Quantities</b>	Track quantities of completed/force account work for payment.	List Of Quantities
<b>Process Requests for Information (RFI)</b>	Answer the Contractor's RFI, ensure that the designer explains design RFI.	RFI Logs
<b>Review Contract Change Orders (CCO)</b>	Review CCO's proposed by the contractor. Recommend needed CCO's. Track cash flow for CCO's.	Logs Of Potential and Issued CCO's
<b>Claims Administration</b>	Perform claims administration, coordination and monitoring claims, response preparation, logging claims, and tracking claims status.	Potential Claims and Financial Impact to The City
<b>Weekly Statement of Working Days</b>	Issue a Weekly Statement of Working Days, showing days remaining, and rainy days.	Weekly Statement of Working Days
<b>Environmental Compliance</b>	Review and enforce requirements stipulated in permits issued by regulatory and environmental agencies. Maintain/update the master ECR for project compliance /audit.	Reports & Inspection
<b>Labor Compliance</b>	Monitor for compliance with the applicable labor laws and contract requirements, such as prevailing wage requirements.	Verify Certified Payrolls, Wages, And Interviews
<b>Progress Payments</b>	Review contractor's payment requests, verify completed quantities	Certified Pay Request
<b>Project Documentation</b>	Maintain a project Uniform Filing System per Caltrans LAPM /Construction Manual "Project Documentation".	Electronic Files, Project Files/Logs
<b>Project Schedule</b>	Review contractor's baseline, monthly, and "look-ahead" submittals. Notify all parties of deviations from the schedule.	Project Schedules, Correspondence
<b>Permits/Easement Utility relocations</b>	Continuation of pre-construction activities. Assist in coordination and scheduling of utility work.	Permits Easements, Relocated Utilities
<b>SWPPP &amp; Safety</b>	Assist and review, approve and monitor of the Contractor's SWPPP. Review, monitor, document and enforce contractor safety procedures for compliance with laws and regulations.	SWPPP Review, Conduct Regular Safety/Tailgate Meetings
<b>Disadvantage Business Enterprise</b>	Assure that the contractor is meeting disadvantage business enterprises goals established for the project.	Prepare Exhibit 9f Of Caltrans LAPM Monthly
<b>Quality Assurance / Inspection</b>	Inspect work to ensure compliance with contract documents. Reject unacceptable work using Deficiency Log. Observe the work of special inspectors when required.	Daily Inspection Reports, NC & Deficiency Log
<b>Progress Photos</b>	Continue taking pictures to document the contractor's progress and any problems.	Pictures Labeled with A Log
<b>Community Outreach</b>	Respond to citizens and business owner's concerns.	Minimize Complaints
<b>Daily Inspection Reports</b>	Document contractor's daily operations and provides daily diaries.	Daily Reports, Field Measurement
<b>Traffic Control, CHP-COZEEP Closure Coordination</b>	Review contractor's traffic control and lane closure request, obtains CT closure approval, coordinate COZEEP with CHP, establish an agreement with CHP's.	Conduct Regular Safety/ Tailgate Meetings
Post Construction Phase		
<b>Final Inspection</b>	Conduct a final inspection/walk-through including maintenance and service personnel. Issue preliminary and final punch list. Coordinate with City.	Punch Lists and Notice of Completion
<b>"As-Built" Drawings</b>	Review Contractor's redline drawings, submit to the designer.	As Built Redline Drawings
<b>Final Pay Request, Certificate of Completion</b>	Process the contractor's final payment request, issue a Certificate of Completion, obtain applicable permits and a Project Final Report.	Final Pay Request, Certification of Completion
<b>Dispute Resolution</b>	As requested, aids in resolving any outstanding disputes.	Negotiation/ Arbitration
<b>Project Files</b>	Deliver all project files including photographs. Complete Final Report and Funding Reimbursement application.	Project Files/E-Files
<b>Final Inspection</b>	Conduct a final inspection/walk-through including maintenance and service personnel. Issue preliminary and final punch list. Coordinate with City.	Punch Lists and Notice of Completion
<b>Final Pay Request, Certificate of Completion</b>	Process the contractor's final payment request, issue a Certificate of Completion, obtain applicable permits and a Project Final Report.	Final Pay Request, Certification of Completion





## APPENDIX A - FORMS

**APPENDIX B**  
**SUMMARY SHEET**

Firm Name: \_\_\_\_\_

Firm Parent or Ownership: \_\_\_\_\_

Firm Address: \_\_\_\_\_

\_\_\_\_\_

Firm Telephone Number: \_\_\_\_\_

Firm Fax Number: \_\_\_\_\_

Number of years in existence: \_\_\_\_\_

Management Contact (person responsible for direct contact with the City of Placentia and services required for this Request for Proposal):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Project Manager (Person responsible for day-to-day servicing of the account):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Types of services provided by the firm: \_\_\_\_\_

(Project/Program Management,

Construction Management, and Construction Inspection)

\_\_\_\_\_

**APPENDIX C**

**CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA**

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated JANUARY 9, 2024, and to be bound by the terms and conditions of the RFP.
2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated JANUARY 9, 2024.
5. This firm has carefully read and fully understands all of the items contained in the RFP. This firm agrees to all of the requirements except for those disclosed by the firm in project proposal, listed on an attachment.
6. The proposal shall be valid for 90 days from JANUARY 9, 2024.

Name of Firm: \_\_\_\_\_

By: Crystal Traine  
(Authorized Signature)

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# FEE PROPOSAL



January 30, 2024  
Chris Tanio, PE, Deputy Director/City Engineer  
401 East Chapman Avenue, Placentia, CA 92870

**Subject: Fee Proposal for Request for Proposals (RFP) for On-Call Construction Management and Inspection Services for the City of Placentia**

Dear Mr. Tanio,

Z&K Consultants Inc. (Z&K) proudly presents our fee proposal for On-Call Construction Management and Inspection Services for the City of Placentia. Rates included in our fee proposal contains fully billable rates. All overhead costs included. All insurance will be in force at the time of contract execution. Z&K carefully selected this "A-Team" and committed our most qualified staff for duration of the contract to deliver successful projects. We understand importance of meeting budgets and schedules; we have a strategic plan in place to deliver projects.

**over 50 On-Call (Engineering, Construction Management, Inspection) contracts in the last 5 years.**

**Z&K Consultants, Inc Hourly Rates (Project Management, Construction Management & Inspection Services):**

Senior Project Manager/Resident Engineer .....	\$160
Project Manager/Contract Administrator .....	\$152
Senior Construction Manager .....	\$166
Construction Manager .....	\$158
Senior Construction Inspector .....	\$148
Construction Inspector.....	\$142
Deputy/Special Inspector.....	\$148
Office Engineer/Document Control.....	\$138
Labor Compliance Officer.....	\$135
Scheduler/Estimator .....	\$145
Surveyor .....	\$159
Drone Pilot.....	\$135
SWPPP/Environmental Specialist .....	\$158
Landscape Architect .....	\$162
Senior Highway & Bridge Designer/Structural Engineer .....	\$165
Public Relations/Community Outreach.....	\$135

Z&K Consultants commits that all assigned personnel will not be removed or replaced without prior City approval. Key personnel will be available to the extent proposed for the duration of the contract. Our proposed and fully committed team is fully capable and exceptionally qualified.

I will serve as the contact person for the full duration on the contract and I am authorized to bind the firm to the terms of the proposal. By signing below, I attest that all information submitted is true and accurate. This proposal shall remain valid for a period of not less than 90 days from the date of submittal. The payment terms shall be net thirty (30) days. **We are excited about this opportunity to serve the City and are committed to the successful completion the City's important projects.**

Sincerely

Z&K C  
17130 van Buren Blvd. | #122 | Riverside, CA 92504  
951.310.7470 | [cfraire@zandkconsultants.com](mailto:cfraire@zandkconsultants.com)



**REQUEST FOR PROPOSALS (RFP)**

**ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES  
FOR THE**

**CITY OF PLACENTIA**

**RFP RESPONSES TO BE RECEIVED UNTIL  
5:00 P.M., TUESDAY JANUARY 30, 2024**

**City of Placentia**  
401 East Chapman Avenue  
Placentia, CA 92870

**Date Issued: JANUARY 9, 2024**

**REQUEST FOR PROPOSALS (RFP)**  
**FOR**

ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES  
FOR THE  
CITY OF PLACENTIA

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**Appendix “A”** – SAMPLE CITY PROFESSIONAL SERVICES AGREEMENT

**Appendix “B”** – SUMMARY SHEET

**Appendix “C”** – CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

## 1. INTRODUCTION

The City of Placentia (“City”) seeks competitive proposals from qualified firms to provide On-call Construction Management and Inspection Services. A Professional Services Agreement will be entered into with multiple qualified firms to provide construction management services for a variety of projects on an on-call basis. On an on-call, as-needed basis, the selected firm(s) may later be asked to provide construction management and inspection proposals on a specific, project-by-project basis, based on an agreed-upon specific scope of services and fees.

The firm shall provide general Construction Management and Inspection services to support construction efforts and serve as an extension of City staff to assist in the overall delivery of projects, including preconstruction tasks, managing construction, and ensuring that the work is completed in accordance with the contract documents, and project closeout and commissioning phase. The consultant team will report directly to the City's Project Manager or their authorized representative. City staff may assist in managing construction and will oversee the work of the consultant's Project Manager, Inspector, and Contract Administrator.

Firms must provide construction management services and contract administration in conformance with the requirements set forth in the State's Construction Manual, State's Local Assistance Programs and Procedures Manual, OCFCD encroachment permit/requirements, and other Agencies regulatory permits/requirements. The construction manager is expected implement contract requirements and comply with all Federal and local guidelines, as required, in order to successfully execute the project in a timely and cost-efficient manner.

Technical questions about the requested services that might require a clarification of the Request for Proposals (RFP) shall be made only in writing to the Q&A section located in PlanetBids no fewer than seven (7) calendar days prior to the date and time set for opening of proposals and responses shall be provided in writing. No verbal requests or responses will be accepted. Significant interpretations or clarifications will be addressed via addenda to this RFP. This RFP includes a description of the scope of work, proposal requirements, and instructions for submitting your proposal.

Please do not contact City departments or other City staff directly. Information provided by other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

Any changes, additions, or deletions in the RFP from the date of release to date of submittal will result in an addendum or amendment. Notification of such addendum or amendment shall be posted on PlanetBids. Addenda shall become part of the agreement documents.

It is the proposer's sole responsibility to monitor PlanetBids for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve the proposer of the requirements contained therein. Additionally, failure of proposer to return signed addenda, when required, may be cause for rejection of his/her proposal.

Proposals must conform to the requirements of this RFP to be considered for award and successfully submitted through the electronic bid management system at: <https://pbsystem.planetbids.com/portal/54600/portal-home> by the date and time specified on the cover page of this Request For Proposal. All proposals must be signed by an authorized representative and include the completed Summary Sheet and Certification of Proposal to the City of Placentia provided in Appendix "B" and "C" of this RFP.

The City reserves the right to waive any irregularity in any proposal or to reject any proposal that does not comply with this RFP. The City alone, using criteria determined by the City, will select the qualified firm and/or consultant. The successful consultant to whom the contract is awarded shall, within ten (10) days after being notified, enter a contract with the City for the work and shall furnish all required documents necessary to enter said contract. Failure of the successful consultant to execute the contract within said ten (10) days shall be just cause for the City to contract with the next ranked consultant.

By submitting a proposal, the proposer agrees to all of the terms of the RFP and the Agreement (Appendix A), unless exceptions to the RFP or the Agreement are stated by the proposer in its proposal. The successful proposers will be required to enter into an Agreement, which will include the requirements of this RFP as well as other contract requirements. In the delivery of these services, the term of the agreement shall be for three years with the option for two additional one-year term extensions. The City reserves the right to reject any proposal(s) exceptions or changes to the Agreement or Request for Proposal.

## **2. PROPOSAL SCHEDULE**

The schedule is as follows:

- Advertisement Date – JANUARY 9, 2024
- Q&A Due on PlanetBids – January 23, 2024 by 5:00 p.m.
- Proposals Due on PlanetBids – JANUARY 30, 2024 by 5:00 p.m.
- Hard copy proposal Due at City Hall – February 1, 2024 by 5:00 p.m.
- Proposal Evaluations/Interviews, if necessary – February 2024
- City Council Contract Award and Selection\* - March 2024

\*The City expects, but does not guarantee, that the decision on selection of a firm will be made by the City Council on the date indicated above.

## **3. SCOPE OF WORK**

The City desires to engage construction management firms that will ensure that not only are City capital projects built per plan and specifications but that will also ensure a high degree of quality craftsmanship in the final product. The City's expectation is that selected CM/inspection teams will enforce a high attention to detail on project deliverables to ensure a high-quality finished product.

The majority of capital improvement and construction projects within the city include, but are not limited to, the following:

- Street rehabilitation
- Sewer improvements
- Signing and striping improvements
- Storm Drain improvements
- Bridge construction
- New building construction
- Irrigation and landscaping
- Site Improvements; concrete sidewalk, etc.
- Streets and park lighting
- Parks and Recreation facility improvements
- Mechanical systems
- Electrical systems
- Traffic Signal Improvements

The required services shall be performed by the consultant Project Manager, Inspector and Contract Administrator.

#### A. Project Manager/Resident Engineer

- The consultant Project Manager shall represent the City in the field. The Project Manager shall possess a minimum of (5) years' experience in construction management.
- The Inspector and the Contracts Administrator should have relevant experience in construction management and certifications or references that affirm the said experience.

#### B. Bid Analysis

- Prior to the start of the project, the Project Manager shall be responsible for conducting a bid analysis to determine the lowest responsible bidder.

#### C. Staff Report

- Preparation of staff reports for contract award to the lowest responsive and responsible bidder. Coordinate with the City to determine funding sources, publication dates, environmental and fiscal impact, and schedule of award to meet the City's deadlines.

#### D. General Construction Administration

- Coordinate with the City to define roles and responsibilities during construction and develop a construction management plan.
- Co-lead the pre-construction meeting and schedule and conduct regular construction and progress meetings to discuss such matters as procedures, progress, problems and scheduling. Will prepare and promptly distribute meeting minutes.
- Record the progress of the project. Submit written daily and progress reports to the City. Keep daily logs containing a record of weather, contractor's work on the site, number of workers and equipment, work accomplished, problems encountered, and other relevant data. Make the log available to the City. Prepare and send Weekly Statement of Working Days to the contractor. Monitor contractor's compliance with labor code requirements.
- Maintain, at the job site, records of contract documents including drawings, addenda, change orders, and other modifications of plans and specifications marked to show all changes made during construction. Maintain as-built records of underground utilities, including locations and depths of trenches. At the completion of the project, deliver to the City all contract documents including as-built records.

- Consult with the City when the contractor requests interpretations of the meaning and intent of the drawings and specifications and assist in achieving the resolution of problems which may arise.
- Coordinate with the City and contractor to incorporate a centralized platform where all documents are filed and distributed amongst the project team.
- Consultant shall be responsible for ensuring that all building permits, special permits, if required are obtained, and that all applicable fees have been paid, and shall obtain approvals from authorities having jurisdiction over the Project.

#### E. Submittal/RFI Review & Processing

- The Project Manager shall be responsible for review of completeness and quantity of all required shop drawings, product data, samples and other submittals ("Submittals").
- The consultant team shall transmit the Submittals to City staff for review and approval and shall establish and implement procedures for expediting the processing, approving, and distribution of Submittals.
- Project Manager shall develop, maintain, and manage all submittal/RFI logs.
- Determine the workflow on for all Submittal/RFI review including City staff, design engineers, contractor personnel, and the construction management team.

#### F. Constructability Review

- Consultant shall review project plans and specifications to determine its "constructability". Consultant shall also review construction schedule, including activity sequences and duration, schedule of submittals and schedule of delivery for products with long lead-time. The project schedule shall be updated as required showing current conditions and revisions required by actual progress.
- The individuals, Project Manager, Inspector and Contract Administrator, shall not be responsible for construction means, methods, techniques, sequences and procedures employed by the contractor in the performance of the contract, and shall not be responsible for the failure of the contractor to carry out work in accordance with the contract documents. However, any errors, omissions, or discrepancies found in the Contract Documents shall be called to the attention of the City's Project Manager and clarified prior to construction start.

#### G. Change Order Review

- Consultant shall conduct a comprehensive evaluation of change order requests, provide independent estimates, render recommendations and assist in claim resolution.
- Consultant shall monitor and report on the status of the Project Construction Budget on a monthly basis, indicating actual costs for completed activities and work in progress, and indicating estimates for uncompleted work. Report should identify variances between actual and budgeted or estimated costs and shall advise the City whenever it appears that the Actual Construction Cost has exceeded, or will exceed, the Project Construction Budget for the entire Project or any Project Component.

#### H. Safety

- Monitor the contractor's safety program. Take necessary steps to ensure the jobsite conditions are in compliance with OSHA regulations.

#### I. Progress Payments

- Consultant shall maintain cost accounting records on authorized work performed under unit costs and additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- May develop and implement procedures for the review and processing of applications by contractor for progress and final payments.
- Make recommendations for certification to the City for payment.
- Provide status of monthly certified payroll reports and monthly as-builts updates as backup for each payment submitted to the city for review.

#### J. Material Testing

- Consultant team to provide field inspections and compaction tests for grading, trench backfill and asphalt concrete pavement construction according to the project special provisions, the Standard Specifications for Public Works Construction (“Green Book”) and Caltrans Standard Specifications.
- Provide inspections for installation of precast and cast in-place concrete, welding, high strength bolts, structural steel, masonry, painting and other types of work in accordance with the California Building Code (CBC) and the contract documents.
- Available tests may include the following:
  - Mix Designs
  - Concrete
  - Concrete Blocks

- Brick Masonry
- Masonry Prisms
- Mortar and Grout
- Fireproofing
- Soils and Aggregates
- Asphalt Concrete
- Reinforcing Steel
- Environmental

#### K. Inspections

- Consultant shall determine that the work of contractor is being performed in accordance with the contract documents.
- Make recommendations to the City regarding special inspection or testing of work not in compliance with the provisions of the contract documents.
- Subject to review by the City, reject work which does not conform to the requirements of contract documents.
- Facilitate and coordinate inspection by representatives of other agencies, as needed.
- Evaluate the completion of the work of the contractor and make recommendations to the City when work is ready for final inspection.
- Assist the City in conducting final punchlist inspections.
- Schedule and coordinate special inspection and material testing.
- Inspector(s) shall oversee and inspect all aspects of construction to ensure compliance with the Plans, Specifications, and Special provisions.

#### L. Claims

- Claims submitted by the contractor must adhere to Public Contract Code Section 10240 and 20104.
- Consultant Project Manager shall coordinate with City consultant on claim matters.
- Review all claims and provide an evaluation to the City. Documentation must be provided and reviewed to support any claim.
- Coordinate the resolution of each claim with suggested design changes that may have been caused by unforeseen field conditions.

#### M. Prevailing Wage / Labor Compliance

- Consultant shall monitor and enforce prevailing wage forms and requirements for conformance to the prevailing wage rates on a weekly basis.

- Shall verify that all Trade personnel listed in the daily log are also listed in the certified payroll and shall conduct weekly employee interviews, one for each trade, and submit verification with the monthly progress payments.
- Perform employee interviews to verify and enforce prevailing wage requirements on a regular basis.

#### N. Project Closeout

- The Project Manager shall be responsible for all project closeout items, such as: As-Built plans and related documentation, punch list completion, commissioning, warranty requests during the one-year period. Shall schedule and oversee the warranty repair. Should include site visits as requested by the City to look at defects or imperfections to determine if it is a warranty issue.
- Shall provide a close out report outlining any obstacles, violations, and services performed. Shall provide a close out report for but not limited to any violations, fringe benefit statements, missing payroll reports, unsatisfactory employee interviews, claims, and any other documentation related to prevailing wage and labor compliance.

#### O. Community Outreach

- Consultant shall attend and co-lead a pre-construction meeting with the community. The primary purpose of this meeting is to introduce the CM team to the community and discuss major anticipated construction impacts.
- Project Manager shall coordinate with the City's Communication Manager and communicate with the community regarding impacts related to the construction project.

#### P. Federal Requirements

- Preparation of Caltrans documentation including but not limited to Award package, interim reports, and final report (close out) to be reviewed by the City.
- Coordinate with the City to ensure Disadvantaged Business Enterprises (DBE) goal is met by contractors and document any changes throughout the length of the project.
- Compliance with any and all state and federal funding requirements for construction and enforce any regulations set forth by these funds.

All tasks listed above shall be required on an as-needed basis. The city reserves the right to add or reduce some of the above tasks and duties as it sees fit. The

consultant, serving as staff extension, shall remain sufficiently flexible to meet the needs of the City and of the project.

#### **4. ASSURANCE OF DESIGNATED PROJECT TEAM**

Proposer shall ensure that the designated project team, including sub-consultants as identified in the firm's proposal, is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the City.

#### **5. PROPOSAL FORMAT REQUIREMENTS**

Each response to this RFP shall include the information described in this section.

Provide the information in the specified order. **Failure to include all the elements specified may be cause for rejection.** Additional information may be provided but should be brief and relevant to the goals of this RFP. Excessive information will not be considered favorably.

Three physical copies of the final proposal shall be submitted to the City no later than two working days after the proposal deadline. The consultant project cost proposal shall be submitted in a separate sealed envelope marked "Cost Proposal." Proposer's who do not include physical copies within the specified timeframe will be considered unresponsive and disqualified.

All proposals must be signed by an authorized representative and include the completed Summary Sheet and Certification of Proposal to the City of Placentia provided in Appendix "B" and "C" of this RFP.

**Proposals shall be limited to a maximum of 30 pages.** Proposals over 30 pages will be rejected. Paper size shall be 8.5"x11" and occasional 11"x17" sheets are acceptable for exhibits and graphics. The cover letter, table of contents, front and back covers, summary sheet, certification of proposal and section dividers are excluded from the page count. The proposal should include the following sections in order:

##### **A. Cover Letter**

Shall contain the following information:

- Title of this RFP
- Name and mailing address of the prime consultant (include physical location if mailing address is a PO Box)

- Contact Person, Email address, telephone number, and fax number

The City will use email to notify your firm of critical developments such as interview schedules if any, notification of selection/non-selection, etc. Therefore, it is essential that you identify one or more contact persons who have frequent access to email.

The City will not be responsible for delivery failure of email due to firewalls, spam filters, or individuals' failure to retrieve email messages. The City will not attempt to re-deliver any messages which fail due to no fault of the City.

The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter into a binding contract.

1. Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of- Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
2. Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
3. Proposals which are submitted by an Individual doing business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm's name and style.

## **B. Executive Summary**

Describe your firm's and sub-consultant's (if any) general experience and qualifications as it pertains to projects of similar scope and size. Identify the services which would be completed by your firm's staff and those that would be provided by sub- consultants. Identify any sub-consultants you propose to utilize to supplement your firm's staff.

## **C. Project Team Organization**

Clearly identify the prime consultant, all subconsultants, and their respective roles. Show the Project Manager and the key staff proposed for this project, including subconsultants' staff. It is expected that the project team proposed under this proposal will remain unchanged throughout the duration of the project. Replacement of key staff without consultation with the City will not be permitted.

Include contact information and a brief summary of the Prime firm's history and experience providing the requested services on similarly sized and scoped projects. Include a summary of the firm's experience, if any, with the City of Placentia. Provide a brief resume for each key staff member including their education background, licensing (if applicable), availability, and project experience.

#### **D. Relevant Project Experience and References**

List and provide a narrative summary of related project experiences. Include a minimum of three (3) similar type/size projects that your team has completed. Provide a project description, services provided, and construction costs. Discuss whether the design and construction were completed on time and within budget. Provide a minimum of three (3) references (name, title, agency, and telephone number) from previous experience. Provide no more than one contact person per project as a reference, including agency/company and phone number. Preference is given to project references that have directly worked with staff proposed for this project.

#### **E. Understanding & Approach**

Provide a detailed discussion of your firm's approach to the successful implementation of this agreement. Describe your firm/team's understanding duties assigned and identify the approach for key services and/or issues anticipated. Describe the Project Manager's and firm/team support and approach to ensure the effort is completed on schedule and within the established budget.

#### **F. Scope of Work**

Provide a scope of work complementing the City's proposed scope of work describing all tasks required to complete the work and any additional aspects to the work scope the City should and could consider. The scope of work shall provide enough detail to distinguish the varied work effort required, in keeping with the City's desired tasks to be completed.

#### **G. Schedule**

Provide a typical schedule or sequence of events to accomplish all the required tasks; include review/approval times for the City and other project stakeholders.

## H. Proposed Exceptions

Describe all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract (Appendix "A"). This section shall be clearly marked "Proposed Exceptions" in your submittal. If no exceptions are taken this shall be clearly stated in this section. The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the City's determination of whether it is possible to successfully negotiate a contract with your firm/individual.

**It is necessary to submit these elements with your RFP response.** Failure to submit the required information with your response will render your proposal non-responsive.

## 6. REQUIRED PROPOSAL STATEMENTS

This statements identified below must be included in your RFP response:

- A. A statement that the submitting firm will perform the services and adhere to the requirements described in this RFP, including any addenda (*reference the addenda by date and/or number*).
- B. Subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act.
- C. Proposers shall include a statement that describes the specific portion(s) of their submittal that are considered proprietary and should not be releasable as public information. Proposers should be aware that all such requests may be subject to legal review and challenge.
- D. Include a statement of assurance that you will not substitute members of your designated team without approval by the City of Placentia staff which declares there is no Conflict of Interest.
- E. Include a statement which declares there is no Conflict of Interests.
- F. Provide a statement attesting there has been no Collusion with other proposing firms.
- G. Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract. (Please note that actual Certificates of Insurance are not required as part of your submittal.)

## 7. EXCEPTIONS

## 8. RESOURCE ALLOCATION AND COST PROPOSAL

Selection of the consultant will be made in accordance with the provisions of Chapter 10 of the California Government Code, Sections 4526 and 4529.5, stating that selection of professional services is based on competence and qualifications without regard to fee. The fee will be opened and evaluated to ensure the fee is reasonable for the services to be delivered after selection of the consultant based on qualifications is complete. Provide in a separate sealed envelope the proposed billing rates for all expected personnel to deliver services as described in the scope of work.

**All cost proposals shall be signed and dated per Section 5.0 above and shall be submitted in a separate sealed envelope.**

## 9. SUBMITTAL INSTRUCTIONS

### A. Time, Place and Format

Proposal submission due date: **JANUARY 30, 2024 at 5:00 P.M.**: No proposals will be considered for award unless properly and successfully submitted through the electronic bid management system at: <https://pbsystem.planetbids.com/portal/54600/portal-home> by the date and time specified on the cover page of this Request For Proposal. All proposals must be signed by an authorized representative.

All required sections, including pricing, shall be submitted via the website. Bidder is solely responsible for “on time” submission of their electronic proposal. The bid management system will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from PlanetBids, the bid management system indicating their bid was submitted successfully. The City will only receive those proposals that were transmitted successfully. **DO NOT FAX OR E-MAIL.**

NOTE: E-Bids/Proposals are sealed and cannot be viewed by the City or any other person or entity until the closing date and time. If you need to withdraw your bid, you may do so at any time before the bid deadline, by going back into the system and selecting “withdraw”.

Three physical copies of the final proposal shall be submitted to the City no later than two working days after the proposal deadline. The

consultant project cost proposal shall be submitted in a separate sealed envelope marked "Cost Proposal." Proposer's who do not include physical copies within the specified timeframe will be considered unresponsive and disqualified.

All proposals must be signed by an authorized representative and include the completed Summary Sheet and Certification of Proposal to the City of Placentia provided in Appendix "B" and "C" of this RFP.

Proposals must:

- Show page numbers for all pages in the proposal.
- Be on 8-1/2"x11" page size
  - states "***On-Call Construction Management and Inspection Services***"
  - identifies the proposer
- Must be addressed as follows:
  - City of Placentia
  - Attn: Chris Tanio, PE, Deputy Director/City Engineer
  - 401 E. Chapman Avenue
  - Placentia, CA 92870
- Proposals must address the requirements of the RFP as set forth in Section 5. They should be as concise as possible and must not contain any promotional, advertising or display material.

#### B. Cost proposal Submittal

A detailed hourly rate schedule shall be required for this RFP. If subcontracting, the rate structure for those services shall be included. On-call contracts resulting from this RFP will be awarded to firms whose Technical Proposal meets the technical requirements of the RFP. Proposals will be ranked in accordance with the evaluation criteria stated in this RFP. Should the consultants selected for each task or project be not able to reach an agreement on the fees for design services, the City reserves the right to enter negotiations with any of the qualified consultant on the on-call list.

#### C. Opening of Responses

All proposals are scheduled to be opened and considered within two weeks after the deadline date shown in Section 2 using evaluation procedures set forth in Section 10. Consultant selection may be delayed or postponed at the discretion of the City.

## **10. EVALUATION CRITERIA**

### **A. Selection Committee**

- a. Proposals submitted will be evaluated by a Selection Committee

### **B. Review of Proposals**

- a. The Selection Committee will use a point formula during the review process to individually score Project Proposals, as outlined in Section C below, "Project Proposal Evaluation Criteria." The Selection Committee will then be convened to review and discuss these evaluations and combine the individual scores to arrive at an average composite Project Proposal score for each firm. Firms that do not meet "Mandatory Elements" listed in Section C1 below will be eliminated from further consideration.
- b. After the composite Project Proposal score for each firm has been established based upon the "Qualitative Evaluation" criteria listed in Section C, the Selection Committee may request oral presentations from a subset of those firms with a minimum score of 70 points. Based upon score rankings, the three (3) highest ranking firms may be interviewed. The Selection Committee may also schedule a site visit, if applicable.
- c. The Cost Proposal of firms receiving a minimum score of 70 points on the qualitative review will be opened to ensure that the Cost Proposal is reasonable. The cost proposal for these services should consist of hourly rate for all classifications assigned to this project.

### **C. Project Proposal Evaluation Criteria**

Proposals will be evaluated using three (3) sets of criteria. Firms meeting the mandatory elements will have their proposals evaluated and scored. The following represent the principal selection criteria which will be considered during the evaluation process.

- a. Mandatory Elements
  - i. The firm is independent and properly licensed to practice in California.
  - ii. The firm has no conflict of interest with regard to any other work performed by the firm for the City.
  - iii. The firm adheres to the instructions in this RFQ on preparing and submitting the proposal.
  - iv. The firm included a Letter of Transmittal in the Project Proposal.
- b. Qualitative Evaluation (Maximum Points = 100)

In order to be considered the proposer must achieve at least 70 points. (Points will be assigned by the Department Director or Coordinator.)

  - i. Expertise and Experience (60 points)

1. The quality of the firm's and individual personnel's experience in providing professional design and engineering services for City Capital Improvement Projects as described in the Scope of Services. The quality of the personnel's demonstrated expertise in producing detailed plans and related engineering services.
  2. The quality of professional personnel's education, certifications, licenses, and years of experience designing plans and providing construction support. Demonstrated commitment to high quality customer service and public relations.
  3. Public agency references relative to personnel assigned to this contract; Long-term working relationships, multiple projects delivered for same agencies.
  4. Firm's statement on why it believes itself to be best qualified.
- ii. Scope of Work (20 points)
1. Contract scope of work outlined in Section 3 of the RFP is addressed, and the proposal demonstrates that the proposer thoroughly understands the City's needs and expectations, and how those will be met.
  2. Inclusion of additional work scope/deliverables that complements and enhances the City's scope of work which will ultimately deliver better services and construction projects.
- iii. Allocation of Resources (20 points)
1. Conceptual plan that outlines how the firm's resources will be leveraged to deliver Construction Management and Inspection Services that ultimately result in better projects.
  2. Identify any distinguishing features, resources, skills and/or services your firm can allocate to this contract to deliver the City's capital improvement projects.

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## LEGAL REQUIREMENTS

The contract awarded shall be governed in all respect by the laws of the State of California, and any litigation with respect thereto shall be brought in the courts of the State of California. The firm awarded the contract shall comply with applicable Federal, state and local laws and regulations and comply with the following terms:

- The City has the right to reject any and all proposals .
- All documents submitted in response to the RFP are public documents subject to disclosure as permitted by the California Public Records Act.
- The City is not liable for any costs incurred in responding to the RFP.
- From the issue date of this RFP until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any City staff except through the person named herein for questions. For violation of this provision, the City shall reserve the right to reject the proposal of the offending firm.
- The selected firm will be required to enter into a Professional Services Agreement with the City of Placentia which includes the City's Standard Terms and Conditions including insurance requirements.
- Proposals submitted early may be withdrawn by the firm prior to the Proposal due date specified above. Following the Proposal due date, the Proposal constitutes a binding offer and may not be withdrawn by the firm prior to the award.
- The City of Placentia reserves the right to: (a) waive minor irregularities or variances, non-material bid informalities or defects in any proposal; (b) reject any and all proposals, in whole or in part, submitted in response to this solicitation; (c) request clarifications from all firms; (d) request resubmissions from all firms; (e) make partial, progressive or multiple awards; and (f) take any other action as permitted by law and /or the City's Procurement Ordinance.

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**APPENDIX “A” – PROFESSIONAL SERVICES AGREEMENT (SAMPLE)**

**CITY OF PLACENTIA  
PROFESSIONAL SERVICES AGREEMENT  
WITH**

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THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”), by and between the CITY OF PLACENTIA, a municipal corporation (“City”), and \_\_\_\_\_, a [state] [type of corporation] (“Consultant”).

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to landscape architecture and accessibility design services, as more fully described herein; and

B. WHEREAS, Consultant represents that it is “design professional” as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; including credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit “A” (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement; and

E. WHEREAS, among other reasons, the City is hiring Consultant to perform accessibility design services at a public park within the City to comply with all applicable accessibility requirements. Accordingly, Consultant desires to perform these services and to bear all risk the City may bear resulting from accessibility designs that are not complaint.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant’s Proposal (“Proposal”), attached hereto as Exhibit “A” and incorporated herein by this reference, including but not limited to, preparing all design documents free from defects.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices, and with credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its

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service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section. Consultant also warrants that it has ownership of all intellectual property being provided under this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All

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insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 25% of the total contract sum or \$25,000 whichever is more. The City Engineer is authorized to approve a Change Order for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

## **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A".

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

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#### 4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of \_\_\_\_\_ months, ending on \_\_\_\_\_, 20\_\_\_, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished

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design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant

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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

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responsible for payments of damages to persons or property.

**6.0. GENERAL PROVISIONS**

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Attn: \_\_\_\_\_

IF TO CITY:

City of Placentia  
401 E. Chapman  
Placentia, CA 92870  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Attn: \_\_\_\_\_

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of

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the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness, or willful misconduct by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits

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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

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required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of

\_\_\_\_\_ which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF PLACENTIA,  
A municipal corporation

\_\_\_\_\_  
City Administrator

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk and ex-officio Clerk  
of the City of Placentia

CONSULTANT

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

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Risk Management

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

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Project Manager

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL

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Name, Title

Date: \_\_\_\_\_

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**EXHIBIT A**

**CONSULTANT'S PROPOSAL AND SCOPE OF WORK**

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**EXHIBIT B**

**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**

**APPENDIX B**  
**SUMMARY SHEET**

Firm Name: \_\_\_\_\_

Firm Parent or Ownership: \_\_\_\_\_

Firm Address: \_\_\_\_\_

\_\_\_\_\_

Firm Telephone Number: \_\_\_\_\_

Firm Fax Number: \_\_\_\_\_

Number of years in existence: \_\_\_\_\_

Management Contact (person responsible for direct contact with the City of Placentia and services required for this Request for Proposal):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Project Manager (Person responsible for day-to-day servicing of the account):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Types of services provided by the firm: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX C**

**CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA**

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated JANUARY 9, 2024, and to be bound by the terms and conditions of the RFP.
2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated JANUARY 9, 2024.
5. This firm has carefully read and fully understands all of the items contained in the RFP. This firm agrees to all of the requirements except for those disclosed by the firm in project proposal, listed on an attachment.
6. The proposal shall be valid for 90 days from JANUARY 9, 2024.

Name of Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B**

**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>NFP Property &amp; Casualty Services, Inc.</b> 1551 North Tustin Avenue Suite 500 Santa Ana, CA 92705	<b>CONTACT NAME:</b> Nicole Hatcher <b>PHONE (A/C, No, Ext):</b> (480) 998-8038 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> nicole.hatcher@nfp.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b>  <b>Z &amp; K Consultants, Inc.</b> 22295 Jessamine Way Corona, CA 92883	<b>INSURER A:</b> Travelers Property Casualty Company of America <b>25674</b>
	<b>INSURER B:</b> Travelers Casualty and Surety Company of America <b>31194</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	6802J978123	5/18/2023	5/18/2024	EACH OCCURRENCE \$ <b>1,000,000</b>
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b>
							MED EXP (Any one person) \$ <b>5,000</b>
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
							GENERAL AGGREGATE \$ <b>2,000,000</b>
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BA6W812054	5/18/2023	5/18/2024	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>			CUP7W800864	5/18/2023	5/18/2024	EACH OCCURRENCE \$ <b>5,000,000</b>
							AGGREGATE \$ <b>5,000,000</b>
							Prod Comp \$ <b>5,000,000</b>
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	UB9K77696A	5/18/2023	5/18/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ <b>1,000,000</b>
							E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
							E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
B	<b>E&amp;O/Prof Liab</b>			0105963601	7/10/2023	7/10/2024	Agg \$2,000,000 Each <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are named Additional Insured as respects to General Liability and Auto Liability. This Insurance is primary and non-contributory with any other insurance of the additional insured, so long as a written contract or agreement to such exists prior to a loss. A Waiver of subrogation in favor of the The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers applies as respects to General Liability, Auto Liability and Workers Compensation coverage so long as written contract or agreement exists as per attached endorsements CGD3810915, CAT4200215 and WC990376 (A)- 001.

### CERTIFICATE HOLDER

### CANCELLATION

<b>City of Placentia</b> Attn: Chris Tanio 401 East Chapman Avenue Placentia, CA 92870	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

## COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**d. Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AUTO COVERAGE PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

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|---|---|
| <ul style="list-style-type: none"> <li><b>A. BLANKET ADDITIONAL INSURED</b></li> <li><b>B. EMPLOYEE HIRED AUTO</b></li> <li><b>C. EMPLOYEES AS INSURED</b></li> <li><b>D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>E. TRAILERS – INCREASED LOAD CAPACITY</b></li> <li><b>F. HIRED AUTO PHYSICAL DAMAGE</b></li> <li><b>G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT</b></li> <li><b>I. WAIVER OF DEDUCTIBLE – GLASS</b></li> <li><b>J. PERSONAL PROPERTY</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. AUTO LOAN LEASE GAP</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> </ul> |
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**A. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

**B. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**C. EMPLOYEES AS INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

## COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

### F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

#### Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) \$50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

### G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

### H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.1.b. of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

### I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

### J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

#### Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

**K. AIRBAGS**

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. AUTO LOAN LEASE GAP**

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles**

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 ( A ) - 001

POLICY NUMBER: UB-9K77696A-23-47-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Job Description

ENGINEERS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by \_\_\_\_\_

**CITY OF PLACENTIA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
NV5, Inc**

7<sup>th</sup> of May

THIS AGREEMENT is made and entered into this 2<sup>nd</sup> day of April, 2024 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and NV5, Inc ("Consultant").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide on-call construction management and inspection services, as more fully described herein; and

B. WHEREAS, Consultant represents that it is "design professional" as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant's Proposal ("Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices, and with credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section. Consultant also warrants that it has ownership of all intellectual property being provided under this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Five Hundred Thousand Dollars (\$500,000), unless authorized herein.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 25% of the total contract sum or \$25,000 whichever is more. The City Engineer is authorized to approve a Change Order for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

## **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A".

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

## **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 3 years, ending on ~~April 02, 2027~~ <sup>MAY 31, 2027</sup> unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. One (1) two-year extension is available based on Consultant performance and at the discretion of the City. Approval of the term extension is contingent upon City Council review and approval at the conclusion of the initial three-years.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement,

with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better

in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business

automobile liability policy shall contain or be endorsed to contain the following provisions as worded below.

- (a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## **6.0. GENERAL PROVISIONS**

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

NV5, Inc.  
163 Technology Drive, Suite 100  
Irvine, CA 92618  
Tel: (949) 585-0477  
Fax: (949) 409-8182  
Attn: Jeffrey M. Cooper

IF TO CITY:

City of Placentia  
401 E. Chapman  
Placentia, CA 92870  
Tel: 714-993-8117  
Attn: Chris Tanio

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness, or willful misconduct by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or—whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by

giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF PLACENTIA,  
A municipal corporation

\_\_\_\_\_  
Damien R. Arrula, City Administrator

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk and ex-officio Clerk  
of the City of Placentia

CONSULTANT

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian L. Bettenhausen, City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Krystle Murillo, Risk Manager

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Chris Tanio, Deputy Director/City Engineer

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL

\_\_\_\_\_  
Luis Estevez, Deputy City Administrator

Date: \_\_\_\_\_

**EXHIBIT A**

**CONSULTANT'S PROPOSAL AND SCOPE OF WORK**



**N | V | 5**

**PROPOSAL**

Submitted by NV5, Inc.  
163 Technology Drive, Suite 100, Irvine, CA 92618

**City of Placentia**

On-Call Construction Management and Inspection Services  
January 30, 2024

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# A. COVER LETTER

PN: P27024-0001122.00



January 30, 2024

City of Placentia  
Attn: Chris Tanio, PE, Deputy Director/City Engineer  
401 E. Chapman Avenue  
Placentia, CA 92870

## SUBJECT: On-Call Construction Management and Inspection Services

Dear Mr. Tanio,

NV5, Inc. is excited to have the opportunity to provide On-Call Construction Management and Inspection Services to the City of Placentia (City). Our team has the knowledge and experience to ensure your projects are completed on schedule and within budget. NV5's strengths include the following:

**Current Partnership:** Our extensive experience and strong existing relationship with the City gives us the ability to continue providing construction management and inspection services for your capital improvement projects. We operate with a working knowledge of your staff, processes and environment, enabling us to provide outstanding cost- and time-efficient services. Our 8-year partnership with the City has seen the completion of a myriad of projects. Specifically, our team has provided construction support services for the City's FY 19-20 Arterial Roadway Rehabilitation, Placentia Avenue Rehabilitation, and Old City Hall Office Renovation projects.

**Relevant Experience:** We have a proven track record of successfully providing on-call construction management and inspection services to municipalities throughout Southern California, most of which have been repeat clients. Our team has provided similar services to dozens of cities throughout Orange County and Southern California, and details on our most relevant experience can be found starting on **Page 15**.

**Proposed Team:** NV5 offers the City a team of dedicated professionals with proven capability and expertise. NV5 **Project Manager Peter Salgado, PE**, will be the main point of contact and will provide hands-on, customer-oriented, proactive management of your on-call contract. Mr. Salgado has previously served as Construction Manager for the City's Placentia Avenue Rehabilitation project and oversaw the inspection team for the City's FY 19-20 Arterial Roadway Rehabilitation and City Hall Office Renovation projects.

**Subconsultants:** NV5 has a strong and successful working relationship with our subconsultant **Pacific Resources Services**, who we have worked with on numerous projects for various agencies throughout Southern California.

**Deep Bench:** In addition to providing construction management and inspection services, NV5 offers in-house services, materials testing and special inspection, survey (drone capability), engineering design and many other professional services the City may need at a moment's notice. NV5 has a deep bench of more than 4,000 professionals who can be made available to the City, and we will provide the personnel with the most relevant experience on a task order basis.

**Signature Requirements:** This proposal has been signed by **Jeffrey M. Cooper, PE**, a company officer authorized to bind the NV5, Inc. (corporation).

NV5 looks forward to the opportunity to work with the City and help you achieve your goals and objectives. If you need further information, we may be reached by phone at (949) 585-0477, or electronically at peter.salgado@nv5.com and jeff.cooper@nv5.com. Thank you for your time and consideration.

Sincerely,  
NV5

  
Peter Salgado, PE  
Director of Construction Management

  
Jeffrey M. Cooper, PE  
Senior Vice President  
(Authorized signer)

### COMPANY INFORMATION/CONTACT

**Name:** NV5, Inc.  
**Address:** 163 Technology Drive, Suite 100,  
Irvine, CA 92618  
**Contact Person:** Jeffrey M. Cooper  
**Email of Contact:** jeff.cooper@nv5.com  
**Telephone Number:** (949) 585-0477  
**Fax Number:** (949) 409-8182

163 Technology Drive, Suite 100 | Irvine, CA 92618 | www.nv5.com | Office: 949.585.0477 | Fax: 949.409.8182

# C. EXECUTIVE SUMMARY

## Firm Profile

NV5, Inc. has been providing engineering and consulting services to public and private sectors for more than 70 years, delivering solutions through six business verticals: Testing, Inspection and Consulting; Infrastructure; Utility Services; Environmental Health Sciences; Buildings and Program Management; and Geospatial Technology. With more than 100 offices nationwide and abroad, NV5 has access to over 4,000 employees in a variety of fields who help clients plan, design, build, test, certify and operate projects that improve the communities where we live and work.

Our Irvine office specializes in the engineering design, construction management and inspection of capital improvement projects, including: streets, traffic systems, water and wastewater systems, drainage and flood control, parks and recreational facilities, vertical construction, and landscaping and grading. Our team includes licensed civil engineers, licensed contractors, construction managers, certified inspectors and experienced public works professionals. All team members have extensive experience working within the structure of municipal government and public construction policy and will seamlessly integrate with the City's team.

## Key Services

The successful delivery of our products and services has resulted in repeat clients for a broad range of municipal projects. Our key services include:



CONSTRUCTION  
MANAGEMENT  
+ INSPECTION



CIVIL  
ENGINEERING  
DESIGN



PROJECT  
MANAGEMENT



PLAN CHECK  
SERVICES



ASSESSMENT  
ENGINEERING



STAFF  
AUGMENTATION



CONSTRUCTABILITY  
REVIEW



LAND SURVEY  
+ GIS



GEOTECHNICAL  
ENGINEERING



BUILDING  
+ SAFETY  
SERVICES

### SUBCONSULTANT

## Pacific Resources Service

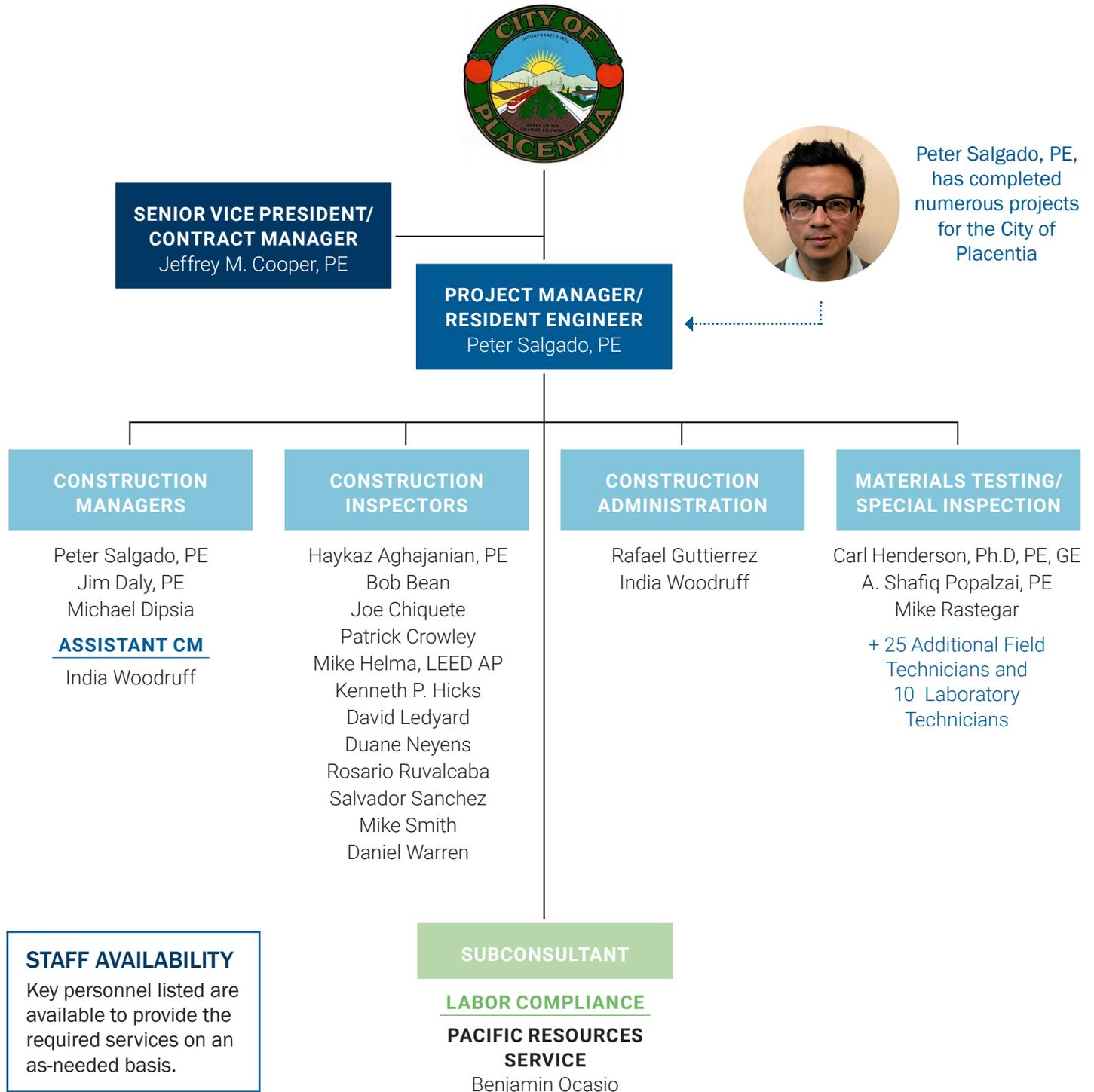
**Pacific Resources Service**, a California public benefit corporation, provides California and federal Davis-Bacon prevailing wage monitoring and enforcement services to cities, counties, water districts, school districts, housing authorities, special districts, contractor and individuals. Benjamin Ocasio is the president of Pacific Resources Services. He has more than 25 years of experience proving labor compliance services, having served as the labor compliance manager for public agencies and third-party labor compliance programs. He has been actively involved in the industry including serving as the third-party labor compliance representative to the California Underground Economy Taskforce.

**Address:** 11421 Lambert Avenue, El Monte, CA 91732 | **Phone:** 626.800.4006

# D. PROJECT TEAM ORGANIZATION

## Organization Chart

Our team of experts bring direct, relevant, successful and current experience working on projects of similar scope and complexity. We are equipped with the resources to provide the City with the requested On-Call Construction Management and Inspection services. Shown below are team roles and responsibilities. **Departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the City.**



# D. PROJECT TEAM ORGANIZATION

## CONTACT INFO

peter.salgado@nv5.com

## EXPERIENCE

25 years

## EDUCATION

B.S. Civil Engineering

## LICENSES

Civil Engineer (CA)  
No. 63159

## PETER SALGADO, PE

### Project Manager + Construction Manager

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With 25 years of experience, Mr. Salgado has managed and delivered a variety of public works projects, including street improvements, vertical construction and tenant improvements, parks and landscaping improvements, and water, sewer and storm drain improvements. Working with a variety of agencies, he is thoroughly familiar with local, state and federal procedures.

### Project Experience

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#### FY 19-20 Arterial Roadway Rehabilitation

CITY OF PLACENTIA | PLACENTIA, CA

**Project Manager.** Mr. Salgado was the primary point of contact for our team's construction inspection services for the City's federally funded annual arterial roadway rehabilitation project. The scope of work included the grind and overlay of approximately 4 miles of arterial roadway along with curb, gutter and sidewalk repairs, new ADA-compliant curb ramps, new pavement markings and signage, traffic signal modifications and other improvements and repairs as outlined by the City.

#### Placentia Avenue Rehabilitation

CITY OF PLACENTIA | PLACENTIA, CA

**Construction Manager.** Mr. Salgado managed this federally funded street rehabilitation project. The project rehabilitated Placentia Avenue from Chapman Avenue to Ruby Drive and included sidewalk and parkway improvements; roadway reconstruction and resurfacing; utility adjustments; traffic loop installation; and traffic signage and striping.

#### Old City Hall Office Renovation

CITY OF PLACENTIA | PLACENTIA, CA

**Project Manager.** Mr. Salgado is overseeing the construction inspection team for the Old City Hall Office Renovation project. The scope of work includes replacement of existing lighting with new LED type, new door replacement to comply with accessibility, new exit signs, replacement of new suspended ceiling system, and a new accessible restroom.

#### Bastanchury Road Widening

CITY OF YORBA LINDA | YORBA LINDA, CA

**Project/Construction Manager.** Mr. Salgado is providing project and construction management services for the Bastanchury Road Widening project between Casa Loma Avenue and Eureka Avenue. Our team is providing construction management, inspection, materials testing/special inspection, and labor compliance services for the project. The scope of work includes adding a second lane in each direction along with a two-way turn lane in the median; elevating portions of the roadway center line up to 6 feet; constructing retaining walls/structures; installation of traffic signals at the intersections of Bastanchury Road/Casa Loma Avenue and Bastanchury Road/Eureka Avenue; and installation of new bike lanes, a multipurpose trail, and sidewalk/parkway improvements with new irrigation and landscaping. NV5 is also providing on-site welding inspection of a water line. Project considerations include coordination with an adjacent tract home development that is undergoing construction improvements; coordination with the Yorba Linda Water District; and coordination with utilities for relocations that will be made before the road widening.



# D. PROJECT TEAM ORGANIZATION

## JIM DALY, PE

### Construction Manager

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#### CONTACT INFO

jim.daly@nv5.com

#### EXPERIENCE

37 years

#### EDUCATION

B.S. Civil Engineering

#### LICENSES/CERTIFICATES

Civil Engineer (CA)

No. 45612

#### AFFILIATIONS

American Public Works Association

American Society of Civil Engineers

#### PROJECT EXPERIENCE

##### Bartolo Storm Drain and Pump Plant

LOS ANGELES COUNTY PUBLIC WORKS | PICO RIVERA, CA

**Project Manager.** Mr. Daly managed this multi-million-dollar storm drain and pump station project in the City of Pico Rivera. The goal of the project was to alleviate flooding along major streets and throughout the local community during major storms. His responsibilities included coordinating the City's review and approval, obtaining environmental approvals, preparing financial agreements between the County and the City, managing project schedules, and conducting local community meetings to discuss construction impacts.

##### Bastanchury Road Widening

CITY OF YORBA LINDA | YORBA LINDA, CA

**Assistant Construction Manager.** Mr. Daly is assisting with construction management services on the Bastanchury Road Widening project between Casa Loma Avenue and Eureka Avenue. The scope of work includes adding a second lane in each direction along with a two-way turn lane in the median; elevating portions of the roadway center line up to 6 feet; constructing retaining walls/structures; installation of traffic signals at the intersections of Bastanchury Road/Casa Loma Avenue and Bastanchury Road/Eureka Avenue; and installation of new bike lanes, a multipurpose trail, and sidewalk/parkway improvements with new irrigation and landscaping.

## MICHAEL DIPSIA, PE, QSD

### Construction Manager

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#### CONTACT INFO

michael.dipsia@nv5.com

#### EXPERIENCE

34 years

#### EDUCATION

M.S. Civil Engineering  
(emphasis on Construction Management)

#### LICENSES/CERTIFICATES

Civil Engineer (CA) C45639

Qualified SWPPP Developer/  
Practitioner, No. 22556

Caltrans Certified Resident  
Engineer

#### TRAINING

Advance Construction  
Contracts, Advance Project  
Management I and II (Metro,  
Caltrans, CSU Northridge)

#### PROJECT EXPERIENCE

##### Copper Hill Drive Bridge Widening

CITY OF SANTA CLARITA | SANTA CLARITA, CA

**Oversight Engineer/Construction Manager.** Mr. Dipsia is providing construction oversight and inspection services for the \$9.3M Copper Hill Drive Bridge Widening over San Francisquito Creek project. Proposed improvements include widening the north side of the existing bridge by 33 feet to allow the new widened bridge to have 3 lanes and a small shoulder for each of east and west directions, extending the south sidewalk to 12 feet wide, adding a new 5 foot wide sidewalk to the north side, constructing a new raised median landscape island of varying width between McBean Parkway and Avenida Rancho Tesoro, and constructing new approach slabs on both the east and west side of the bridge.

##### PCH Signal and Median Improvements

CITY OF MALIBU | MALIBU, CA

**Construction Manager.** Mr. Dipsia is providing on-call construction management support services to the City of Malibu for two highway projects. The Signal Systems Improvements project is needed to minimize traffic incidents and will facilitate signal timing adjustment and streamline monitoring from a remote facility to enable Caltrans to monitor traffic flow and regulate all intersection incident management. The Median Improvements project is to reconstruct the existing median island for approximately 2 miles between Webb Way and Puerco Canyon Road and add bike refuge lanes at the intersections.

# D. PROJECT TEAM ORGANIZATION

## INDIA WOODRUFF

Assistant Construction Manager + Construction Admin

---

### CONTACT INFO

india.woodruff@nv5.com

### EXPERIENCE

7 years

### EDUCATION

M.S. Civil Engineering  
(Coastal Engineering)

B.S. Civil Engineering

### LICENSES/CERTIFICATES

Metrolink Railroad Safety  
Contractor Safety Trained, No.  
26471E22

### PROJECT EXPERIENCE

#### Sewer Line Crossing at Johnson Avenue & Metrolink/SCRRA/UPRR Railroads CITY OF EL MONTE | EL MONTE, CA

**Project Engineer.** Ms. Woodruff provided emergency engineering design services for the Sewer Line Crossing at Johnson Avenue and Metrolink/SCRRA and UPRR Railroads. Due to an additional railroad track proposed by SCRRA to meet the needs of the upcoming Olympics, the City must encase an 8-inch gravity sewer line that runs north from Johnson Avenue underneath the existing railroad tracks to the alley beyond. A new 12-inch sewer main will be jack and bored at the southern limit of the railroad right-of-way at Johnson Avenue, underneath the existing and future railroad rails, overtop the slot within the Los Angeles County Flood Control District's existing storm drain, to the alley just north of the existing railroad right-of-way. Services include preparing the PS&E; utility research; temporary water high lining and sewer bypassing to keep the facilities online during construction; land surveying; geotechnical report; and coordination with the railroad.

#### William Woollett Jr. Aquatics Center

CITY OF IRVINE | IRVINE, CA

**Construction Manager.** Ms. Woodruff provided construction management services for this pool replastering project (three pools) at the William Woollett Jr. Aquatics Center. The City is currently embarking on restoring and resurfacing all three of these pools. NV5 provided a constructability review of the pending plans and specifications, and is providing construction management and inspection during pool restoration.

## HAYKAZ AGHAJANIAN, PE

Construction Inspector

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### CONTACT INFO

haykaz.aghajanian  
@nv5.com

### EXPERIENCE

20 years

### EDUCATION

B.S. Civil Engineering

### LICENSES/CERTIFICATES

Civil Engineer (CA)  
No. 53866

### PROJECT EXPERIENCE

#### On-Call Inspection Services

CITY OF SEAL BEACH | SEAL BEACH, CA

**Construction Inspector.** Mr. Aghajanian is providing on-call inspection of both CIP and developer projects for the City. Safety is a major concern for the City and in addition to our regular daytime inspectors, our inspectors have been called for night and weekend work to ensure traffic control is properly set up for items like Caltrans right-of way. Our inspectors provide inspections to document and determine the acceptability of the construction work in accordance with the City's approved plans, specifications, and standard details. Our NV5 inspectors report directly to the City's Project Manager. NV5 provides both daily emails for a quick summary of the work, as well as daily reports with photograph documentation.

#### Interstate 5 Widening and Carmenita Bridge Reconstruction

CALTRANS DISTRICT 7 | NORWALK, CA

This project included the widening and realignment of Interstate 5 and the reconstruction of the Carmenita Bridge. Mr. Aghajanian developed utility relocation plans, reformulated stages of the public utility relocations to accommodate ongoing construction stages, and conducted utility relocation analysis, including initiating corrections of bridge column-roadway conflicts that eliminated major utility relocations and initiating hazardous waste mitigation of an unidentified idle oil line that eliminated associated construction delays.

# D. PROJECT TEAM ORGANIZATION

## ROBERT BEAN

### Construction Inspector (Electrical)

---

#### CONTACT INFO

bob.bean@nv5.com

#### EXPERIENCE

30 years

#### EDUCATION

A.A. Business Administration

Apprenticeship Program,  
IBEW Local 11 Los Angeles

#### REGISTRATIONS

Former C10 Electrical  
Contractor

Journeyman Electrician

Union Steward

#### PROJECT EXPERIENCE

##### Building Inspector

CITY OF BURBANK | BURBANK, CA

**Building Permit Inspector.** Mr. Bean served as a Building Permit Inspector performing building inspections for new commercial and residential building construction, additions, remodels, and alterations, including the repair and maintenance of electrical, plumbing, and mechanical work, rough framing, seismic bracing, foundations, drywall, windows and doors, roofing, electrical service installation, water distribution, and HVAC. Mr. Bean reported directly to the City Building Permit Department working as an extension of City Inspection Staff where he received his daily building permit inspection assignments, performed the inspections for conformance to the approved permit plans, City standards, CBC, NEC, and other applicable codes, and then finalized his inspection reports at the end of the day on the City's computerized building inspection portal.

##### Building Department Inspector

CLARK COUNTY | LAS VEGAS, NV

**Electrical Inspector.** Mr. Bean served as Clark County's Electrical Inspector for the Las Vegas strip in Clark County Nevada, including all hotels from McCarron Airport to downtown Las Vegas. Mr. Bean inspected all electrical permitted installations including new electrical services, transformers, residential, commercial, hotels, swimming pools, air conditionings, elevators, kitchen facilities, fire alarms, telephone systems, CCTV security installations, landscape lighting, traffic signals and street lighting.

## JOE CHIQUETE

### Construction Inspector

---

#### CONTACT INFO

joe.chiquete@nv5.com

#### EXPERIENCE

40 years

#### EDUCATION

B.A. Urban and Regional  
Planning, Environmental  
Analysis

#### PROJECT EXPERIENCE

##### FY 2021-22 Street Improvements

CITY OF LA HABRA HEIGHTS | LA HABRA HEIGHTS, CA

**Construction Inspector.** Mr. Chiquete provided construction inspection services for the City's FY 2021-22 Street Improvements project. The scope of work includes street reconstruction and resurfacing, installation of AC berms, removal and construction of curb and gutter, utility adjustments, and traffic signage and striping. NV5 also provided geotechnical/materials testing and deputy inspection services for this project.

##### Utility Undergrounding Assessment District No. 19-4

CITY OF MANHATTAN BEACH | MANHATTAN BEACH, CA

**Construction Inspector.** Mr. Chiquete provided construction inspection services for the undergrounding of overhead utilities for Utility Undergrounding Assessment District No. 19-4. The project includes the installation of underground electrical and telecom utilities in order to convert the overhead utilities for 167 homes to underground utilities. The project involves utility trenching and backfill; installation of utility conduits and construction of PCC encasement; installation of pullboxes, PCC pads, conduit risers and other ancillary facilities; AC and PCC paving and other ancillary site work; removal of existing utility poles; and close coordination with affected utilities, including Southern California Edison, Charter Communications, and Frontier.

# D. PROJECT TEAM ORGANIZATION

## PATRICK CROWLEY

### Construction Inspector

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#### CONTACT INFO

patrick.crowley@nv5.com

#### EXPERIENCE

18 years

#### LICENSES/CERTIFICATES

Energized Vault Safety

Confined Space Training

Flagger Training

Backhoe/Forklift Certified

Competent Persons Training

Numerous Operator

Qualifications

Pole Top & Confined Space  
Rescue

Veriforce Evaluator/Proctor

Photovoltaic Technician

Pipe Fitting

OSHA 30 & OSHA 10

#### PROJECT EXPERIENCE

##### On-Call Inspection Services

CITY OF SEAL BEACH | SEAL BEACH, CA

**Construction Inspector.** NV5 is providing on-call inspection services of both CIP and developer projects for the City. Our team's responsibilities include documenting and determining the acceptability of the construction work in accordance with the City's approved plans, specifications, and standard details. He reports directly to the City's Project Manager.

##### FY20-21 Street Resurfacing and Sewer Repairs

CITY OF GLENDALE | GLENDALE, CA

**Construction Inspector.** Mr. Crowley provided construction inspection services on street improvements, including grinding, placing ARHM, and slurry seal, repairing concrete sidewalks, curb and gutters, cross gutters, and alley aprons, ADA upgrades to 24 ramps, adjusting manholes and valves to finish grade, and pavement striping and markings. Sewer improvements included lining 4,840 LF of sewer main line, various point repairs, reconstruction of 7 manholes, shaft step replacements in over 200 manholes, and sewer lateral replacements at a library and a fire station. Mr. Crowley oversaw the work of the Contractor; coordinating the work with the City, Contractor, businesses, and the public; providing inspections, and preparing daily reports; and project closeout.

## MIKE HELMA, LEED AP

### Construction Inspector

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#### CONTACT INFO

mike.helma@nv5.com

#### EXPERIENCE

30 years

#### EDUCATION

B.S. Civil Engineering

#### LICENSES

LEED Accredited Professional

#### PROJECT EXPERIENCE

##### FY 2019-20 Arterial Roadway Rehab

CITY OF PLACENTIA | PLACENTIA, CA

**Construction Inspector.** Mr. Helma provided construction inspection services for the City's federally funded annual arterial roadway rehabilitation project. The scope of work included the grind and overlay of approximately 4 miles of arterial roadway along with curb, gutter and sidewalk repairs, new ADA-compliant curb ramps, new pavement markings and signage, traffic signal modifications and other improvements and repairs as outlined by the City.

##### Margarita Recreation Center

CITY OF TEMECULA | TEMECULA, CA

**Construction Inspector.** Mr. Helma is providing construction inspection services for the \$8M Margarita Recreation Center replacement project. This is a Design-Build (DB) project that demolished the existing facility and is replacing it with a new building and pool.

##### FY 2019-20 Annual Pavement Preservation Program (Zone 3 Slurry Seal)

CITY OF YORBA LINDA | YORBA LINDA, CA

**Construction Inspector.** Mr. Helma provided construction inspection services for the City's Annual Citywide Street Improvement Program. The scope of work included crack seal and slurry seal; utility adjustments; and traffic striping and signage.

# D. PROJECT TEAM ORGANIZATION

## KENNETH P. HICKS

Construction Inspector

### CONTACT INFO

kenneth.hicks@nv5.com

### EXPERIENCE

18 years

### LICENSES/CERTIFICATES

Qualified SWPPP Practitioner

Certified Inspector of  
Sediment and Erosion Control

Nuclear Gauge Certified

OSHA-30

OSHA-10

Railroad Safety

### PROJECT EXPERIENCE

#### On-Call Engineering Services

CITY OF LAGUNA WOODS | LAGUNA WOODS, CA

**Construction Inspector.** Mr. Hicks provided construction inspection services for the City on two separate projects that occurred simultaneously. The ADA Pedestrian Accessibility Improvement Project, Phase 7 included the demolition of existing driveway approach, curb and sidewalk; and construction of a new driveway approach, curb and over 5,000 square feet of sidewalk. The City's 2023-2024 Pavement Management Project included construction of a 2-inch thick full-width grind and 2-inch ARHM overlay between Tanager Lane and Canyon Wren Lane on El Toro Road. Final inspection of the new striping and a punchlist walk were also completed.

#### Sidewalk & Curb Ramp Reconstruction Phase 3 (CIP No. 052)

CITY OF EL MONTE | EL MONTE, CA

**Construction Inspector.** Mr. Hicks provided construction inspection services for the federally assisted Sidewalk & Curb Ramp Reconstruction Phases 3. The scope of work includes parkway improvements along various local/residential roadways within the City and includes the reconstruction of existing PCC sidewalks, curb and gutter, driveways, and ADA curb ramps; tree root pruning; and potential tree removal/replacement.

## DAVID LEDYARD

Construction Inspector

### CONTACT INFO

david.ledyard@nv5.com

### EXPERIENCE

40 years

### EDUCATION

A.A. Engineering

### PROJECT EXPERIENCE

#### Old City Hall Office Renovation

CITY OF PLACENTIA | PLACENTIA, CA

**Construction Inspector.** Mr. Ledyard provided inspection services for the Old City Hall Office Renovation project. The scope of work includes replacement of existing lighting with new LED type, new door replacement to comply with accessibility, new exit signs, replacement of new suspended ceiling system, and a new accessible restroom.

#### Bellflower Boulevard Rehabilitation

CITY OF BELLFLOWER | BELLFLOWER, CA

**Construction Inspector.** Mr. Ledyard provided construction inspection services for the federally funded Bellflower Boulevard Rehabilitation project from Artesia Boulevard to South City Limit. The scope of work includes reconstruction and resurfacing of existing asphalt pavement; removal and reconstruction of PCC sidewalks, driveways, curb and gutter, cross-gutters, drain inlets, and ADA curb ramps; landscaping and irrigation; adjustment of utilities to grade; replacement of existing traffic loops; and traffic striping and signage.

#### Traffic Signal Improvements at Philadelphia Street at Towne Ave/Garey Ave

CITY OF POMONA | POMONA, CA

**Construction Inspector.** Mr. Ledyard provided construction inspection services for the federally funded Traffic Signal Improvements projects. The scope of work includes installation of traffic signal poles and traffic signal controllers; traffic signage and striping; reconstruction of existing ADA curb ramps and sidewalks, AC paving, and all related site work to complete the proposed improvements.

# D. PROJECT TEAM ORGANIZATION

## DUANE NEYENS

### Construction Inspector

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#### CONTACT INFO

duane.neyens@nv5.com

#### EXPERIENCE

30 years

#### EDUCATION

B.S. Organizational Management; A.S. Public Works Management

#### LICENSES/CERTIFICATES

- Certificates — Public Works Management, Construction Inspection Technology, Public Admin Supervisor
- Certified Inspector of Sediment & Erosion Control
- Concrete Testing Technician (ACI)
- Reinforced Concrete Special Inspector (ICC)
- Structural Masonry Special Inspector (ICC)
- OSHA-30

#### PROJECT EXPERIENCE

##### On-Call Inspection Services

CITY OF SEAL BEACH | SEAL BEACH, CA

**Construction Inspector.** Mr. Neyens is providing on-call inspection services of both CIP and developer projects for the City. His responsibilities include documenting and determining the acceptability of the construction work in accordance with the City's approved plans, specifications, and standard details.

##### Rancho del Oro Road Extension

CITY OF OCEANSIDE | OCEANSIDE, CA

**Resident Construction Inspector.** The \$6.3M project constructed a new mile-long, north-south thoroughfare from Oceanside Boulevard to Mesa Drive and completed the major connection between Vista Way near Highway 78 and Highway 76 and Mission San Luis Rey, providing two lanes in both directions. This project helped to relieve the pressure of 50,000 cars per day on El Camino Real and College Boulevard. It included construction of bicycle lanes, sidewalks, shoulder, parkway and landscaping improvements with 300 trees and 25,000 shrubs and vines, a traffic signal system, storm drain and sanitary sewer systems, water line and gas line, underground utilities and SWPPP.

##### Gloria McClellan Senior Center

CITY OF VISTA | VISTA, CA

**Construction Inspector.** The \$1.6M project consisted of a two-story, 20,000-square-foot building and included office, assembly, and meeting rooms.

## ROSARIO RUVALCABA

### Construction Inspector

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#### CONTACT INFO

rosario.ruvalcaba@nv5.com

#### EXPERIENCE

35 years

#### LICENSES/CERTIFICATES

- CA Water Distribution Operator, Grade III
- Construction Inspection of Traffic Signals and Highway Lighting Systems certificate
- Construction Site Storm Management Course Certificate (AEI-CASC)
- APWA Construction Inspection Workshop
- Fall Protection Certificate
- Trenching and Shoring Safety Certificate
- Traffic Control Certificate

#### PROJECT EXPERIENCE

##### Water Inspection Services (Staff Augmentation)

CITY OF ANAHEIM PUBLIC UTILITIES DEPARTMENT | ANAHEIM, CA

**Construction Inspector.** Mr. Ruvalcaba is providing full-time construction inspection services of Capital Improvement Projects for the Anaheim Public Utilities Department. His responsibilities include construction support services for potable water projects, including water pipeline and facility improvements.

##### Public Works Construction Inspector

CITY OF CORONA | CORONA, CA

**Construction Inspector.** Mr. Ruvalcaba inspected a variety of public works and public utilities construction and maintenance projects for the City. Projects included sidewalks, concrete structures, driveways, water main and service installations, sewer main and lateral installations, lift stations, pump stations, curbs and gutters, retaining walls, earthwork, street excavation and patchwork, drainage facilities, storm drains, landscape irrigation, traffic signal installations, underground conduit installations, street painting, street and traffic sign installations, and others to ensure construction and materials comply with contract standards and specifications, state laws, local ordinances and proper construction practices.

# D. PROJECT TEAM ORGANIZATION

## SALVADOR SANCHEZ

### Construction Inspector

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#### CONTACT INFO

salvador.sanchez  
@nv5.com

#### EXPERIENCE

30 years

#### LICENSES/CERTIFICATES

Water Utilities Sciences  
Certificate

Metrolink Railroad Safety  
Contractor Safety Trained, No.  
26481E22

CA Water Distribution  
Operator, D5 No. 08546

CA Water Treatment Operator,  
T4 No. 16793

#### PROJECT EXPERIENCE

##### William Woollett Jr. Aquatics Center

CITY OF IRVINE | IRVINE, CA

**Construction Inspector.** Mr. Sanchez provided construction inspection services for this pool replastering project (three pools) at the William Woollett Jr. Aquatics Center. The City is currently embarking on restoring and resurfacing all three of these pools.

##### Bankfield Sewage Pump Station

CITY OF CULVER CITY | CULVER CITY, CA

**Construction Inspector.** Mr. Sanchez provided inspection services for the construction of the Bankfield Sewer Pump Station adjacent to the Caltrans Right-of-Way. The new pump station receives diverted flows from two existing pump stations, and diverted flows from two more pump stations at a later date. The new pump station has a 10-foot-by-20-foot sewer wet well that is 35 feet deep, constructed in groundwater with a discharge permit to the City of L.A. Sewer Interceptor since the water was contaminated and RWQCB would not issue a permit to discharge to storm drain. There are two submersible pumps, a flow meter vault, a valve vault, a bypass vault for the two force mains, an emergency diesel-fueled backup electrical generator, and complete SCADA systems. There is also a 25-foot-by-20-foot building to house instrumentation and SCADA systems, a bathroom and electrical components. This project is an American Public Works Association BEST Awards winner.

## MIKE SMITH

### Construction Inspector

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#### CONTACT INFO

mike.smith@nv5.com

#### EXPERIENCE

30 years

#### EDUCATION

A.A. Public Works

A.A. General Education

#### CERTIFICATES

Water Distribution Operator,  
Grade D4, State Water  
Resources Control Board

Water Treatment Operator,  
Grade T1, State Water  
Resources Control Board

Collection System  
Maintenance, Grade 2,  
California Water Environment  
Association (CWEA)

Public Works Construction  
Inspection Certificate

#### PROJECT EXPERIENCE

##### Bastanchury Road Widening between Casa Loma Avenue and Eureka Avenue

CITY OF YORBA LINDA | YORBA LINDA, CA

**Construction Inspector.** Mr. Smith is providing construction inspection services for the Bastanchury Road Widening project. The scope of work includes adding a second lane in each direction along with a two-way turn lane in the median; elevating portions of the roadway center line up to 6 feet; constructing retaining walls/structures; installation of traffic signals at the intersections of Bastanchury Road/Casa Loma Avenue and Bastanchury Road/Eureka Avenue; and installation of new bike lanes, a multipurpose trail, and sidewalk/parkway improvements with new irrigation and landscaping. NV5 is also providing on-site welding inspection of a water line. Project considerations include coordination with an adjacent tract home development that is undergoing construction improvements; coordination with the Yorba Linda Water District; and coordination with utilities for relocations that will be made before the road widening.

##### Sidewalk & Curb Ramp Reconstruction (Phase 2)

CITY OF EL MONTE | EL MONTE, CA

**Construction Inspector.** Mr. Smith provided inspection services for this federally-assisted Sidewalk & Curb Ramp Reconstruction Phase 1 & 2. The scope of work includes parkway improvements along various local/residential roadways within the City and includes the reconstruction of existing PCC sidewalks, curb and gutter, driveways, and ADA curb ramps; tree root pruning; and potential tree removal/replacement.

# D. PROJECT TEAM ORGANIZATION

## DANIEL WARREN

### Construction Inspector

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#### CONTACT INFO

daniel.warren@nv5.com

#### EXPERIENCE

30 years

#### LICENSES

Water Distribution Operator  
Grade III  
No. 8020

Water Treatment Operator  
Grade II No. 18940

Recycled Site Supervisor  
Conversion from Potable  
to Recycled Water

Competent Person Site  
Survey for Soil Conditions

Trench Shoring Certified

Underground Utilities  
Certified

#### PROJECT EXPERIENCE

##### Diversion Pipeline

CITY OF CULVER CITY | CULVER CITY, CA

**Construction Inspector.** Mr. Warren provided construction inspection services for the construction of diversion sewer pipes to abandon Mesmer and Overland Sewer Pump Stations involving conventional cut and cover as well as trenchless jack and bore underneath the Caltrans ROW in multiple jurisdictions, including the City of Los Angeles. The goal of the project was to divert flows from four of the City's sewer pump stations to a new sewage pump station, Bankfield Station, which is another project for which NV5 provided construction management and inspection services during construction. The project also included full street AC resurfacing.

##### Fullerton Road Grade Separation

AECOM (CITY OF INDUSTRY AND COUNTY OF LOS ANGELES) | INDUSTRY, CA

**Construction Inspector.** Mr. Warren provided construction inspection services for the sewer lift station portion of the \$223.7M Fullerton Road Grade Separation. Mr. Warren inspected the construction of the sewer lift station's wet well's mechanical and CMU Electrical Control Building and Appurtenances. The Fullerton Road Grade Separation Project lowered Fullerton Road under the existing Union Pacific railroad tracks in the City of Industry and unincorporated Los Angeles County. Plans included constructing a six-lane roadway underpass, four-track railroad bridge and bridge for Railroad Street spanning Fullerton Road. Gale Avenue would be lowered at the intersection with Fullerton Road.

## RAFAEL GUTIERREZ

### Construction Administration

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#### CONTACT INFO

rafael.gutierrez@nv5.com

#### EXPERIENCE

18 years

#### EDUCATION

A.A. Computer-aided Drafting  
& Design

#### PROJECT EXPERIENCE

##### Utility Undergrounding Assessment District No. 19-4

CITY OF MANHATTAN BEACH | MANHATTAN BEACH, CA

**Construction Administration.** Mr. Gutierrez provided construction administration services for the undergrounding of overhead utilities for Utility Undergrounding Assessment District No. 19-4. The project includes the installation of underground electrical and telecom utilities in order to convert the overhead utilities for 167 homes to underground utilities. The project involves utility trenching and backfill; installation of utility conduits and construction of PCC encasement; installation of pullboxes, PCC pads, conduit risers and other ancillary facilities; AC and PCC paving and other ancillary site work; removal of existing utility poles; and close coordination with affected utilities, including Southern California Edison, Charter Communications, and Frontier.

##### Reverse Osmosis Water Treatment Plant

CITY OF BEVERLY HILLS | BEVERLY HILLS, CA

**CAD/Construction Administration.** Mr. Gutierrez assisted with the design and construction administration during the design and construction of a pre-treatment system for the City's existing Reverse Osmosis Water Treatment Plant. As Owner's Representative, NV5 oversaw the planning and initial design to construct this project and then continued as Construction Manager and Construction Inspector. The project included evaluation and necessary upgrades to the entire water supply system.

## D. PROJECT TEAM ORGANIZATION

### CARL HENDERSON, PH.D, PE, GE

Materials Testing & Special Inspection — Project Manager

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#### CONTACT INFO

carl.henderson@nv5.com

#### EXPERIENCE

25 years

#### EDUCATION

Ph.D. Civil Engineering

M.S. Civil Engineering  
(Geotechnical)

B.S. Civil Engineering

#### LICENSES/CERTIFICATES

Geotechnical Engineer (CA)  
No. 2886

Civil Engineer (CA)  
No. 71115

#### PROJECT EXPERIENCE

##### On-Call Development & Utility Permit Inspection Services & Construction Administration Services

CITY OF NEWPORT BEACH | NEWPORT BEACH, CA

**Geotechnical/Material Testing Manager.** Dr. Henderson oversees NV5's material testing services for utility undergrounding projects in the City of Newport Beach. Our team has provided material testing/special inspection services for utility undergrounding districts AD-111 and AD113.

##### Residential Alley Improvements

CITY OF SANTA FE SPRINGS | SANTA FE SPRINGS, CA

**Geotechnical Project Manager.** Mr. Henderson is providing geotechnical engineering services for the design of 10 alley segments for the Residential Alley Improvements project. NV5's services include utility notification and coordination; topographic survey; pavement investigation and report that will include a recommendation for subgrade preparation, soil corrosion potential, and pavement design options; and preliminary and final plans, specifications and cost estimate.

### A. SHAFIQ POPALZAI, PE

Materials Testing & Special Inspection — Project Liaison

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#### CONTACT INFO

shafiq.popalzai@nv5.com

#### EXPERIENCE

21 years

#### EDUCATION

M.S. Geotechnical  
Engineering

B.S. Civil Engineering

#### LICENSES/CERTIFICATES

Civil Engineer (CA)  
No. 77336

#### PROJECT EXPERIENCE

##### Capital Improvement Projects

CITY OF CULVER CITY | CULVER CITY, CA

Mr. Popalzai worked on capital improvement projects for Culver City that included the following: equipment improvement projects, facilities improvement projects, parking improvement projects, parks & park facilities projects, sewer improvement projects, street & alley improvement projects, technology improvement projects, traffic signal & lighting improvement projects, and urban runoff management projects.

##### Cherry Avenue Street Improvements

COUNTY OF SAN BERNARDINO | FONTANA, CA

Mr. Popalzai provided technical support to laboratory and field testing and inspection staff for this project. He prepared and reviewed quality-related program documents.

##### City of Hope Hotel

CITY OF HOPE | DUARTE, CA

Mr. Popalzai provided technical support to laboratory, field testing and inspection staff, and prepared and reviewed quality-related program documents for the City of Hope Hotel. This project consists of the construction of a 5-story, slab-on-grade hotel building of cast-in-place concrete and post-tension construction with a footprint of about 43,500 square feet. Off-site improvements will consist of construction of curb, gutter and sidewalks. On-site parking is to be of asphalt concrete over compacted subgrade and aggregate base material.

# D. PROJECT TEAM ORGANIZATION

## MIKE RASTEGAR

Materials Testing & Special Inspection — Special Inspector

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### CONTACT INFO

mike.rastegar@nv5.com

### EXPERIENCE

16 years

### EDUCATION

Associate of Science

### LICENSES/CERTIFICATES

Certified Electronics  
Technician (ISCET) AC29332

ICC 9056427

LADBS P038531

40-Hr. OSHA Hazwoper

OSHA 10-Hr. Construction  
Industry Course

ACI

First Aid / CPR

RSO

### PROJECT EXPERIENCE

#### Hacienda Road Remedial Grading and Street Improvements

CITY OF LA HABRA HEIGHTS | LA HABRA HEIGHTS

**Special Inspector.** Mr. Rastegar provided Special Inspection services for the Hacienda Road Remedial Grading and Street Improvement project. The project included construction of new PCC drainage gutter and headwall, AC berm and AC paving. NV5 also provided geotechnical/materials testing and deputy inspection services for this project.

#### FY 2020-21 Street Improvements

CITY OF LA HABRA HEIGHTS | LA HABRA HEIGHTS

**Special Inspector.** Mr. Rastegar provided Special Inspection services for the City's FY 2020-21 Street Improvements project. The scope of work included street reconstruction and resurfacing, installation of AC berms, removal and construction of curb and gutter, utility adjustments, and traffic signage and striping. NV5 also provided geotechnical/materials testing and deputy inspection services for this project.

#### Cerritos College Gymnasium

CERRITOS, CA

**Project Deputy/Owner's Representative.** Mr. Rastegar managed construction activities and supervised the General Contractor. He managed multiple DSA projects per plans and specs, achieving all safety, risk mitigation, quality, and logistics standards.

## BENJAMIN OCASIO

Labor Compliance (*Subconsultant: Pacific Resource Services*)

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### CONTACT INFO

bocasio@pacificresources  
services.com

### EXPERIENCE

25+ years

### EDUCATION

M.P.A. Public Affairs

B.S. Urban & Regional  
Planning

Valley Leadership Institute

### PROJECT EXPERIENCE

#### Bellflower Boulevard Rehabilitation

CITY OF BELLFLOWER | BELLFLOWER, CA

**Labor Compliance and Federal Funding.** As a subconsultant to NV5, Pacific Resources Services is providing labor compliance and federal funding services for the federally funded Bellflower Boulevard Rehabilitation project from Artesia Boulevard to South City Limit. The scope of work includes reconstruction and resurfacing of existing asphalt pavement; removal and reconstruction of PCC sidewalks, driveways, curb and gutter, cross-gutters, drain inlets, and ADA curb ramps; landscaping and irrigation; adjustment of utilities to grade; replacement of existing traffic loops; and traffic striping and signage.

#### Lambert Park Improvements

CITY OF EL MONTE | EL MONTE, CA

**Labor Compliance.** As a subconsultant to NV5, Pacific Resources Services provided labor compliance services for this 9-acre park and playground project. Improvements include construction of a new CMU concession and restroom building; hardscape, decorative paving, decomposed granite walking and jogging path, and play surfacing; landscaping and irrigation; playground and play equipment; exercise areas and equipment; shade structures and miscellaneous site furnishings; site lighting; site drainage; on- and off-site utilities; renovation of an existing maintenance building; new turf for athletic fields (soccer fields and baseball diamonds); and renovation of existing AC parking lot.

# E. RELEVANT PROJECT EXPERIENCE AND REFERENCES

## Relevant Project Experience

NV5 has a strong track record of completing projects **on time** and **within budget**. Included below is a sampling of our relevant project experience related to the City's scope of work.

PROJECT NAME/ AGENCY	PROJECT DESCRIPTION/SERVICES PROVIDED	PROJECT TYPES
<b>FY 19-20 Arterial Roadway Rehab</b> City of Placentia	NV5 provided construction inspection services for the City's federally funded annual arterial roadway rehabilitation project. The scope of work included the grind and overlay of approximately four miles of arterial roadway along with curb, gutter and sidewalk repairs, new ADA-compliant curb ramps, new pavement markings and signage, traffic signal modifications and other improvements and repairs as outlined by the City.  ▶ <b>CONSTRUCTION COST:</b> \$1.2 MILLION	Street Rehab, Signing and Striping, Site Improvements
<b>Placentia Avenue Rehab</b> City of Placentia	Our team provided construction management, inspection, labor compliance, and funding oversight services for this federally funded rehabilitation project with Caltrans oversight. The project rehabilitated Placentia Avenue from Chapman Avenue to Ruby Drive and included removal and replacement of asphalt, improvements to curb and gutter, sidewalks, installation of new traffic loops and pedestrian signaling, adjusting manholes to grade, and signing and striping. We also provided comprehensive labor compliance services and assisted the City in preparing for and completing an extensive Caltrans audit.  ▶ <b>CONSTRUCTION COST:</b> \$1.3 MILLION	Street Rehab, Signing and Striping
<b>Old City Hall Office Renovation</b> City of Placentia	NV5 is providing part-time inspection services for the Old City Hall Office Renovation project. The scope of work includes replacement of existing lighting with new LED type, new door replacement to comply with accessibility, new exit signs, replacement of new suspended ceiling system, and a new accessible restroom.  ▶ <b>CONSTRUCTION COST:</b> \$500,000	Tenant Improvement/ Building Renovation
<b>Bastanchury Road Widening Program</b> City of Yorba Linda	NV5 is providing construction management, inspection, materials testing/ deputy inspection, and labor compliance services for the Bastanchury Road Widening project between Casa Loma Avenue and Eureka Avenue. The scope of work includes adding a second lane in each direction along with a two-way turn lane in the median; elevating portions of the roadway center line up to 6 feet; constructing retaining walls/structures; installation of traffic signals at the intersections of Bastanchury Road/Casa Loma Avenue and Bastanchury Road/Eureka Avenue; and installation of new bike lanes, a multipurpose trail with biofiltration swales, and sidewalk/parkway improvements with new irrigation and landscaping. NV5 is also providing on-site welding inspection of a water line. Project considerations include coordination with an adjacent tract home development that is undergoing construction improvements; coordination with the Yorba Linda Water District; and coordination with utilities for relocations that will be made before the road widening.  ▶ <b>CONSTRUCTION COST:</b> \$5.3 MILLION	Street Rehab, Signing and Striping, Storm Drain Improvements, Irrigation and Landscaping, Site Improvements, Street Lighting, Traffic Signal
<b>Annual Pavement Preservation Program</b> City of Yorba Linda	NV5 provided construction management and inspection services for the City's Annual Pavement Preservation Program (APPP) for FY 2020-21, FY 2019-20, FY 2015-16, FY 2014-15, and FY 2012-13.. The work includes crack seal, slurry seal, adjustment of manholes and valve covers to grade, and traffic signage and striping.  ▶ <b>CONSTRUCTION COST:</b> \$3 MILLION ANNUALLY	Street Rehab, Signing and Striping, Site Improvements

## E. RELEVANT PROJECT EXPERIENCE AND REFERENCES

PROJECT NAME/ AGENCY	PROJECT DESCRIPTION/SERVICES PROVIDED	PROJECT TYPES
<b>Bellflower Boulevard Rehabilitation</b> City of Bellflower	NV5 provided construction management, inspection, labor compliance, geotechnical/materials testing and deputy inspection services for the federally funded Bellflower Boulevard Rehabilitation project from Artesia Boulevard to South City Limit. The scope of work includes reconstruction and resurfacing of existing asphalt pavement; removal and reconstruction of PCC sidewalks, driveways, curb and gutter, cross-gutters, drain inlets, and ADA curb ramps; landscaping and irrigation; adjustment of utilities to grade; replacement of existing traffic loops; and traffic striping and signage. ► <b>CONSTRUCTION COST:</b> \$1.36 MILLION	Street Rehab, Signing and Striping, Irrigation and Landscaping
<b>Bellflower Boulevard and Alondra Boulevard Rehabilitation</b> City of Bellflower	NV5 provided construction management, inspection, labor compliance and funding oversight services for this \$1.4M federally funded street improvement project. The project included reconstruction and resurfacing of AC pavement, installation of new traffic loops, adjustment of utilities to grade, and new traffic signage and striping. ► <b>CONSTRUCTION COST:</b> \$1.4 MILLION	Street Rehab, Signing and Striping
<b>FY 2022-23 Street Improvements</b> City of Laguna Niguel	NV5 provided construction inspection services for the federally funded FY 22-23 Street Improvements project. The work included reconstruction of existing PCC sidewalks, driveways, curb and gutter, and curb ramps; reconstruction and resurfacing of existing AC pavement; and traffic signage and striping ► <b>CONSTRUCTION COST:</b> \$500,000	Street Rehab, Signing and Striping
<b>FY 2021-22 Street Improvements</b> City of La Habra Heights	NV5 provided construction management and inspection services for the City's FY 2021-22 Street Improvements project. The scope of work includes street reconstruction and resurfacing, installation of AC berms, removal and construction of curb and gutter, utility adjustments, and traffic signage and striping. NV5 also provided geotechnical/materials testing and deputy inspection services for this project. ► <b>CONSTRUCTION COST:</b> \$1.5 MILLION	Street Rehab, Signing and Striping
<b>Colorado Street &amp; Columbus Ave. Rehabilitation</b> City of Glendale	NV5 provided construction inspection services for this federally funded street rehabilitation project. The Scope of Work included selective removal/reconstruction/surface grinding of deteriorated pavement and placement of asphalt concrete pavement; placement of asphalt rubber hot mix pavement (ARHM) over asphalt leveling course; selective removal and repair of broken and damaged sidewalks, curbs, curbs and gutters, driveway approaches, local depressions, and alley aprons; installation of new ADA curb ramps; planting of new trees; adjustment of existing manholes, water meters and utility boxes to finished grade; traffic signal modification at Colorado Street and Columbus Avenue and Colorado Street and San Fernando Road intersections; removal and replacement of existing traffic striping and installation of new striping; and reconstruction of 121 LF of damaged sewer mains. ► <b>CONSTRUCTION COST:</b> \$2.1 MILLION	Street Rehab, Signing and Striping; Sewer Improvements

## E. RELEVANT PROJECT EXPERIENCE AND REFERENCES

PROJECT NAME/ AGENCY	PROJECT DESCRIPTION/SERVICES PROVIDED	PROJECT TYPES
<b>Slurry Seal and Rehabilitation Program</b> City of Aliso Viejo	NV5 provided construction inspection services for City's annual Slurry Seal and Rehabilitation Program for FY 2022-23, FY 2021-22, FY 2019-20, FY 2016-17, FY 2015-16, FY 2013-14, and FY 2012-13. The scope of work includes AC repairs, crack seal, slurry seal (Type II), utility adjustments, traffic loop installation, and traffic signage and striping. ► <b>CONSTRUCTION COST:</b> \$1.5 MILLION ANNUALLY	Street Rehab, Signing and Striping
<b>University Drive Widening</b> City of Irvine	NV5 provided construction management and inspection services for the University Drive Widening (from Campus Drive to MacArthur Boulevard) project, which included parkway improvements, street improvements, storm drain improvements, water improvements, and landscape and irrigation for the adjacent bike trail. Our services include bid management, construction management, daily inspection services and project closeout. The project consists of traffic control, unclassified excavation, unclassified fill, construction of PCC curb ramps, median curb, curb and gutter, sidewalk, crack sealing, uniform depth cold milling, asphalt base course, asphalt concrete surface course, adjust utility manholes and valves to grade, installation of traffic signs, striping, pavement markings and raised pavement markers, installation of new traffic signals, traffic signal modifications, SCE coordination and installation of new street light infrastructure, storm drain installation, landscaping, irrigation system, and water quality BMPs. ► <b>CONSTRUCTION COST:</b> \$13.1 MILLION	Street Rehab, Signing and Striping, Storm Drain Improvements, Irrigation and Landscaping, Site Improvements, Street Lighting, Traffic Signal
<b>Lakewood Interconnect Phase II</b> Long Beach Utilities District	NV5 provided construction management and inspection services for the Long Beach Conjunctive Use Expansion Palo Verde Pipeline project. This project involved the replacement of approximately 50 feet of pipe for the interconnect, the construction of a shallow vault for a mag meter, and an above-ground cla-valve with insertion meters. While cla-valve originally had a hydroelectric generator specified in the original plans and specifications, the generator was not large enough to power all the required devices. NV5 provided additional electrical and instrumentation design information to LBWD and the Contractor to provide a solar panel with battery backup that will completely power all the instrumentation devices, including the radio system, allowing communication back to LBWD's SCADA Central regardless of whether there is water flowing through the pipeline or not. ► <b>CONSTRUCTION COST:</b> \$595,800	Water Improvements, Electrical Systems
<b>Diversion Pipeline</b> City of Culver City	NV5 provided construction management, inspection, and engineering services for the construction of sewer main diversion pipes reversing sewer flow via conventional cut and cover as well as trenchless jack and bore methods to abandon Mesmer and Overland Sewer Pump Stations. This also involved extensive permits and coordination with Caltrans, the City of Los Angeles, and the City of Culver City for these jack and bore pipelines underneath the I-405 and Route 90. The goal of the project was to divert flows from four of the City's sewer pump stations to a new sewage pump station, Bankfield Station, which is another project in which NV5 provided construction management and inspection services during construction. ► <b>CONSTRUCTION COST:</b> \$11 MILLION	Sewer Improvements

## E. RELEVANT PROJECT EXPERIENCE AND REFERENCES

PROJECT NAME/ AGENCY	PROJECT DESCRIPTION/SERVICES PROVIDED	PROJECT TYPES
<p><b>Bankfield Sewage Pump Station</b> City of Culver City</p>	<p>NV5 provided construction management, inspection, and limited design engineering services for the construction of the Bankfield Sewer Pump Station adjacent to the Caltrans Right-of-Way. The new pump station receives diverted flows from two existing pump stations, and diverted flows from two more pump stations at a later date. The new pump station has a 10-foot-by-20-foot sewer wet well that is 35 feet deep, constructed in groundwater with a discharge permit to the City of L.A. Sewer Interceptor since the water was contaminated and RWQCB would not issue a permit to discharge to storm drain. There are two submersible pumps, a flow meter vault, a valve vault, a bypass vault for the two force mains, an emergency diesel-fueled backup electrical generator, and complete SCADA systems. NV5 assisted with the final design and implementation of the emergency diesel generator, as well as pipeline redesign for the sewer force main, including the AQMD permitting, as the original plans did not accommodate a generator. There is also a 25-foot-by-20-foot building to house instrumentation and SCADA systems, a bathroom and electrical components. <i>This project is an American Public Works Association BEST Awards winner.</i></p> <p>► <b>CONSTRUCTION COST:</b> \$4.9 MILLION</p>	<p>Sewer Improvements, Electrical Systems</p>
<p><b>Sewer Line Crossing at Johnson Avenue and Metrolink/SCRRA and UPRR Railroads</b> City of El Monte</p>	<p>NV5 is providing emergency engineering design services for the Sewer Line Crossing at Johnson Avenue and Metrolink/SCRRA and UPRR Railroads. Due to an additional railroad track proposed by SCRRA to meet the needs of the upcoming Olympics, the City must encase an 8-inch gravity sewer line that runs north from Johnson Avenue underneath the existing railroad tracks to the alley beyond. A new 12-inch sewer main will be jack and bored at the southern limit of the railroad right-of-way at Johnson Avenue, underneath the existing and future railroad rails, overtop the slot within the Los Angeles County Flood Control District's existing storm drain, to the alley just north of the existing railroad right-of-way. Services include preparing the plans, specifications and cost estimates; utility research; temporary water high lining and sewer bypassing to keep the facilities online during construction; land surveying; geotechnical report; and coordination with the railroad.</p> <p>► <b>CONSTRUCTION COST:</b> \$2 MILLION</p>	<p>Sewer Improvements</p>
<p><b>Mesa Henderson Storm Drain Improvements</b> City of Villa Park</p>	<p>NV5 provided construction management and inspection services for the Mesa Henderson Storm Drain Replacement project (Henderson Way to Mesa Drive). The project included clearing and grubbing, erosion control, traffic control, unclassified excavation, construction of a 90-inch RCP storm drain and PCC headwall, partial removal and reconstruction of a tennis court, lighting and fencing, removal and reconstruction of a CMU wall, residential patio grading and landscape restoration, including trees and a koi pond. Our team was responsible for providing services and personnel to manage the project, including resident engineer, construction manager, construction inspection, materials testing and inspection, specialty inspection, federal funding and labor compliance, contract administration, and other necessary tasks during construction.</p> <p>► <b>CONSTRUCTION COST:</b> \$572,000</p>	<p>Storm Drain Improvements</p>

## E. RELEVANT PROJECT EXPERIENCE AND REFERENCES

PROJECT NAME/ AGENCY	PROJECT DESCRIPTION/SERVICES PROVIDED	PROJECT TYPES
<p><b>Copper Hill Drive Bridge Widening</b> City of Santa Clarita</p>	<p>NV5 is providing construction oversight and inspection services for the Copper Hill Drive Bridge Widening over San Francisquito Creek between McBean Parkway and Avenida Rancho Tesoro. Proposed improvements include widening the north side of the existing bridge by 33 feet to allow the new widened bridge to have three lanes and a small shoulder for each of east and west directions, extending the south sidewalk to 12 feet wide, adding a new 5 foot wide sidewalk to the north side, constructing a new raised median landscape island of varying width between McBean Parkway and Avenida Rancho Tesoro, and constructing new approach slabs on both the east and west side of the bridge. The project scope also includes a number of associated street and public improvements, including multi-use Class I trail connections; traffic signal, signing &amp; striping; installation of storm drain and drainage devices; and street lights.</p> <p>► <b>CONSTRUCTION COST:</b> \$9.5 MILLION</p>	<p>Bridge Construction, Signing and Striping, Irrigation and Landscaping, Traffic Signal, Storm Drain Improvements, Street Lighting</p>
<p><b>Hickman Road Over the Tuolumne River Bridge Replacement</b> County of Stanislaus</p>	<p>NV5 provided full construction management services for this \$18M bridge replacement, which replaces the existing 6,523-foot bridge over the Tuolumne River. The existing bridge was built in 1964 but in 2017 was determined to be structurally deficient and scour critical. During heavy river flows, the bridge is subject to shutdowns. Since it is the only southern access to the City of Waterford, it is a vital link for the region.</p> <p>The replacement bridge consists of a five-span, 750-foot-long cast-in-place (CIP) post-tensioned box girder with two 12-foot-wide travel lanes and two 8-foot-wide shoulders and one 5-foot-wide sidewalk placed along the upstream edge. The new bridge is wide enough to accommodate two lanes of vehicular traffic plus safe pedestrian and bike access. It is supported by 10-foot diameter drilledpile foundations up to 148 feet deep to address the ongoing degradation of the Tuolumne River channel. The new bridge will also carry a new water line, gas line, and fiber optic telecommunication facilities. The replacement bridge will be constructed immediately upstream of the existing structure, in order to keep the existing road and bridge open to public traffic during construction. The new road alignment will transition and connect back to the existing Hickman Road alignment and tie into a revised signalized intersection at State Route 132. The existing bridge will be demolished upon completion of the new bridge construction.</p> <p>► <b>CONSTRUCTION COST:</b> \$18.15 MILLION</p>	<p>Bridge Construction</p>
<p><b>Margarita Recreation Center Replacement</b> City of Temecula</p>	<p>NV5 is providing preliminary design, project management, construction management and inspection services for the Margarita Recreation Center replacement project. This is a Design-Build (DB) project that demolished the existing facility and is replacing it with a new building and pool. In concert with City staff, our team prepared the design bridging documents and DB Request for Proposal and assisted the City with the DB contract Advertising and Award process. The DB contractor is completing the design and construction of the project while NV5 provides construction management and inspection services through project completion.</p> <p>► <b>CONSTRUCTION COST:</b> \$8 MILLION</p>	<p>New Building Construction, Parks and Recreation Facility Improvements</p>

## E. RELEVANT PROJECT EXPERIENCE AND REFERENCES

PROJECT NAME/ AGENCY	PROJECT DESCRIPTION/SERVICES PROVIDED	PROJECT TYPES
<b>Robinson Park Recreation Center Renovation</b> City of Pasadena	NV5 provided construction management and inspection services for the renovation of Robinson Park Recreation Center. The \$12.2M project consists of the demolition and reconstruction of the Recreation Center’s approximately 9,000-square-foot multipurpose room, administrative offices, commercial kitchen, open courtyard, restrooms, conference rooms, an approximately 4,900-square-foot addition of fitness and dance rooms, storage and common areas, children’s playground and an intensive structural seismic upgrade of the Recreation Center’s existing 7,300-square-foot gymnasium. The design is fully accessible and includes energy-efficient lighting, technology and security upgrades with new drought-tolerant landscaping. ▶ <b>CONSTRUCTION COST:</b> \$12.2 MILLION	New Building Construction, Park Lighting, Parks and Recreation Facility Improvements
<b>Lambert Park Improvements</b> City of El Monte	NV5 provided construction management and inspection services for the Lambert Park Improvements project. The park is approximately 9 acres and is located within a residential neighborhood in the northeastern portion of the City. Improvements include construction of a new CMU concession and restroom building; hardscape, decorative paving, decomposed granite walking and jogging path and play surfacing; landscaping and irrigation; playground and play equipment; exercise areas and equipment; shade structures and miscellaneous site furnishings; site lighting; site drainage; on- and off-site utilities; renovation of an existing maintenance building; new turf for athletic fields (soccer fields and baseball diamonds); and renovation of existing AC parking lot. ▶ <b>CONSTRUCTION COST:</b> \$4.3 MILLION	New Building Construction, Park Lighting, Parks and Recreation Facility Improvements
<b>Pickleball Courts Drainage Improvements</b> City of Laguna Niguel	NV5 provided construction management and inspection services for the City of Laguna Niguel’s Pickleball Courts Drainage Improvements project. The scope of work included modifying the existing drainage within the Pickleball Court area at Crown Valley Elementary School, including minor grading; installing and connecting new storm drain line, inlets and grates; retaining wall and slab repairs; cleaning and repair of existing V-ditch; removal of existing trees, plants and irrigation system; and backfill. ▶ <b>CONSTRUCTION COST:</b> \$300,000 (ESTIMATED)	Storm Drain, Parks and Recreation Facility Improvements
<b>William Woollett Jr. Aquatics Center</b> City of Irvine	NV5 is providing Project Management, Construction Management and Inspection Services for this pool re-plastering project (three pools) at the William Woollett Jr. Aquatics Center. The complex is a world-class aquatic facility open year round for regional and national competitive events with two 50-meter pools and a 25-yard instruction pool. The City is currently embarking on restoring and resurfacing all three of these pools. The pools appear to be standard gunnite/shotcrete pools with rows of lap tiles on the bottom and border tiles along the rims. The City is currently working with an engineer to develop plans and specifications for the pool resurfacing at this facility. NV5 provided a constructability review of the pending plans and specifications, and will provide construction management and inspection during pool restoration. ▶ <b>CONSTRUCTION COST:</b> \$1.5 MILLION	Parks and Recreation Facility Improvements

## E. RELEVANT PROJECT EXPERIENCE AND REFERENCES

PROJECT NAME/ AGENCY	PROJECT DESCRIPTION/SERVICES PROVIDED	PROJECT TYPES
<b>Heritage Park Community Center Exterior Rehab and Painting</b> City of Irvine	<p>NV5 provided Project Management, Design Engineering, and Construction Management Services for the exterior rehabilitation and painting of the Heritage Park Community Center, the Metal Maintenance Building, and the Fine Arts Center. Both centers are located within the Heritage Community Park, which offers open space, lake views, playground amenities, and a variety of classes to the community. There is also a metal shed to the east of the Community Center on the opposite side of the parking lot. The park operates year round, 7 days a week.</p> <p>► <b>CONSTRUCTION COST:</b> \$280,000</p>	Parks and Recreation Facility Improvements
<b>PCH Signal and Median Improvements</b> City of Malibu	<p>NV5 is providing on-call construction management support services to the City of Malibu for two highway projects: Signal System Improvements from Topanga Canyon Boulevard (SR-27) to John Tyler Drive, and Median Improvements from Webb Way to Puerco Canyon Road (north of John Tyler Drive). The Signal Improvements project is needed to minimize traffic incidents and will facilitate signal timing adjustment and streamline monitoring from a remote facility (Caltrans Los Angeles Transportation Management Center “TMC”) to enable Caltrans to monitor traffic flow and regulate all intersection incident management. This project also includes curb ramp upgrades in some areas. The existing arterial traffic signals are to be upgraded and connected to Caltrans’ District 7 – TMC and the City of Malibu Traffic Operations Center (TOC). The needed safety upgrade will include the installation of Intelligent Transportation System (ITS) devices, such as closed-circuit television (CCTV) cameras, a queue detection system, dedicated short-range communication (DSRC), and changeable message signs (CMS). The Median Improvements project south of Puerco Canyon is to reconstruct the existing median island for approximately 2 miles between Webb Way and Puerco Canyon Road. This proposed project includes constructing new median curbs with a stamped concrete median. This project will also add bike refuge lanes at the intersections.</p> <p>► <b>CONSTRUCTION COST:</b> \$15.5 MILLION</p>	Irrigation and Landscaping, Traffic Signal
<b>Sidewalk &amp; Curb Ramp Reconstruction Phase 1, 2 &amp; 3</b> City of El Monte	<p>NV5 is providing preliminary engineering, construction inspection, geotechnical and materials testing, labor compliance and arboricultural services for the federally assisted Sidewalk &amp; Curb Ramp Reconstruction Phases 1, 2 &amp; 3. A condition assessment of various portions of sidewalks, curb and gutter and ADA ramps was also performed. The scope of work includes parkway improvements along various local/residential roadways within the City and includes the reconstruction of existing PCC sidewalks, curb and gutter, driveways, and ADA curb ramps; tree root pruning; and potential tree removal/replacement.</p> <p>► <b>CONSTRUCTION COST:</b> \$1.5 MILLION</p>	Site Improvements

## E. RELEVANT PROJECT EXPERIENCE AND REFERENCES

PROJECT NAME/ AGENCY	PROJECT DESCRIPTION/SERVICES PROVIDED	PROJECT TYPES
<b>Traffic Signal Improvements</b> City of Pomona	<p>NV5 provided construction management, inspection, geotechnical/materials testing and deputy inspection services for this federally funded Traffic Signal Improvements project at Towne Avenue and Philadelphia Street, and at Garey Avenue and Philadelphia Street. The scope of work included installation of traffic signal poles and traffic signal controllers; traffic signage and striping; reconstruction of existing ADA curb ramps and sidewalks, AC paving, and all related site work to complete the proposed improvements.</p> <p>► <b>CONSTRUCTION COST:</b> \$537,000</p>	Traffic Signal
<b>Reverse Osmosis Water Treatment Plant</b> City of Beverly Hills	<p>NV5 served as Owner's Representative for the City during the design and construction of a pre-treatment system for the City's existing Reverse Osmosis Water Treatment Plant. Our team oversaw the planning and initial design to construct this project as a design-build facility for the City. Once the project was initially bid as a design-build project, the City opted instead to finalize the design and re-bid the project under a conventional design-bid-build option. NV5 continued throughout this process as the Owner's Representative to oversee the second bidding for conventional construction and continued on as Construction Manager as well as provided full-time inspection services throughout bidding, material procurement, construction, commissioning, testing, Division of Drinking Water permitting, and training of City Operations Staff. The project reached substantial completion in January 2022 and subsequently received permitting from the Division of Drinking Water. The project included evaluation and necessary upgrades to the entire water supply system including the installation and integration of new SCADA to all system elements.</p> <p>► <b>CONSTRUCTION COST:</b> \$10.6 MILLION</p>	Mechanical Systems
<b>Utility Undergrounding Assessment District No. 19-4, 19-12, 19-14</b> City of Manhattan Beach	<p>NV5 provided construction management and inspection services for the undergrounding of overhead utilities for Utility Undergrounding Assessment District No. 19-4, and oversight inspection services for UUAD Nos. 19-12 and 19-14. The projects included the installation of underground electrical and telecom utilities in order to convert the overhead utilities for homes to underground utilities. The projects involved utility trenching and backfill; installation of utility conduits and construction of PCC encasement; installation of pullboxes, PCC pads, conduit risers and other ancillary facilities; AC and PCC paving and other ancillary site work; removal of existing utility poles; and close coordination with affected utilities, including Southern California Edison, Charter Communications, and Frontier. The districts ranged in size from 168 parcels to 244 parcels</p> <p>► <b>CONSTRUCTION COST:</b> \$15 MILLION</p>	Electrical Systems
<b>Greenwich Village North UUAD</b> City of Hermosa Beach	<p>NV5 is providing design oversight and management for the undergrounding of existing overhead utilities. Our duties include: coordination with stakeholder utilities (SCE, Frontier and Crown Castle) to facilitate timely completion of the design and construction documents; prepare and maintain project schedule and budget, and monitor status of design; conduct regular progress meetings with City and stakeholder utilities; provide regular status updates to City Staff; and, represent the City in all design phases.</p> <p>► <b>CONSTRUCTION COST:</b> TBD</p>	Electrical Systems

## E. RELEVANT PROJECT EXPERIENCE AND REFERENCES

PROJECT NAME/ AGENCY	PROJECT DESCRIPTION/SERVICES PROVIDED	PROJECT TYPES
<p><b>On-Call Building Inspection Services</b> City of Burbank</p>	<p>NV5 provides the City with an as-needed Building Permit Inspector to perform building inspections for new commercial and residential building construction, additions, remodels, and alterations, including the repair and maintenance of electrical, plumbing, and mechanical work, rough framing, seismic bracing, foundations, drywall, windows and doors, roofing, electrical service installation, water distribution, and HVAC. The Inspector reports directly to the City Building Permit Department working as an extension of City Inspection Staff where they received daily building permit inspection assignments, performed the inspections for conformance to the approved permit plans, City standards, CBC, NEC, and other applicable codes, and then finalized their inspection reports at the end of the day on the City's computerized building inspection portal.</p> <p>NV5 also provided Curbside EVCS and Electrical Service inspections and Type III Electrical Service Cabinet Installation inspection.</p> <p>▶ <b>CONSTRUCTION COST:</b> VARIES</p>	<p>Electrical Systems</p>

# E. RELEVANT PROJECT EXPERIENCE AND REFERENCES

## References

Provided below are references of clients for whom Construction Management and Inspection Services have been performed that are comparable in quality and scope to that specified in this RFP. NV5 Project Manager Peter Salgado, PE, oversaw all relevant projects listed.

AGENCY	REFERENCE	CONTACT INFO	RELEVANT PROJECT
<b>City of Yorba Linda</b>	<b>Rick Yee</b> Deputy Director Public Works/ Assistant City Engineer	714.961.7171 ryee@yorbalingaca.gov	<ul style="list-style-type: none"> <li>• Bastanchury Road Widening</li> <li>• Annual Pavement Preservation Program</li> </ul>
<b>City of La Habra Heights</b>	<b>Rafferty Wooldridge</b> Assistant City Manager/ Community Development Director	562.694.6302 rwooldridge@lhcity.org	<ul style="list-style-type: none"> <li>• FY 2021-22 Street Improvements</li> <li>• FY 2020-21 Street Improvements</li> <li>• Hacienda Road Remedial Grading and Street Improvements</li> <li>• FY2019-20 Street Improvements</li> <li>• FY 2018-19 Street Rehabilitation</li> <li>• FY 2017-18 Street Rehabilitation</li> </ul>
<b>City of Bellflower</b>	<b>Len Gorecki</b> Assistant City Manager/ Director of Public Works	562.804.1424 ext. 2259 lgorecki@bellflower.org	<ul style="list-style-type: none"> <li>• Bellflower Boulevard Rehabilitation</li> <li>• Bellflower Boulevard and Alondra Boulevard Rehabilitation</li> <li>• Clark Avenue Rehabilitation</li> <li>• Bellflower Boulevard Pedestrian Enhancements</li> </ul>

## Current Construction Management and Inspection On-Call Contracts

NV5 holds numerous On-Call Contracts for Construction Management and/or Inspection Services in Southern California. Some of those contracts include the following agencies:

- |   |   |  |
|---|---|--|
| <ul style="list-style-type: none"> <li>• City of Aliso Viejo</li> <li>• City of Anaheim</li> <li>• City of Beaumont</li> <li>• City of Bellflower</li> <li>• City of Coachella</li> <li>• City of Culver City</li> <li>• City of El Monte</li> <li>• City of Escondido</li> <li>• City of Fontana</li> <li>• City of Glendale</li> <li>• City of Hermosa Beach</li> </ul> | <ul style="list-style-type: none"> <li>• City of Irvine</li> <li>• City of Laguna Niguel</li> <li>• City of Moreno Valley</li> <li>• City of Newport Beach</li> <li>• City of Oceanside</li> <li>• City of Palm Springs</li> <li>• <b>City of Placentia</b></li> <li>• City of Pomona</li> <li>• City of San Bernardino</li> <li>• City of Santa Ana</li> <li>• City of Santa Fe Springs</li> </ul> | <ul style="list-style-type: none"> <li>• City of Seal Beach</li> <li>• City of South Pasadena</li> <li>• City of Temecula</li> <li>• City of Thousand Oaks</li> <li>• City of Vista</li> <li>• City of Yorba Linda</li> <li>• County of San Diego</li> <li>• Irvine Ranch Water District</li> <li>• Santa Clara Valley Transportation Authority</li> </ul> |
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# F. UNDERSTANDING & APPROACH

## Understanding & Approach

NV5's approach to Construction Management and Inspection Services is centered on our established policy of consistent and effective employee oversight. The Project Manager will closely monitor projects to verify that our construction managers and inspectors are performing within the guidelines of our established management and inspection procedures, which are patterned after the Caltrans Construction Manual. NV5 takes this a step further by formulating and implementing a proactive public relations program and a concerted effort to identify previously unforeseen potential claims.

### COMMUNICATION

Our construction support team will be the point of contact for all project correspondence and communication between the City, the contractor, the design team and other project stakeholders. Our team will be in constant communication with the City's project manager, making sure he or she has updated information on project status, as well as any on-site or any contractual issues.

### STAYING CONNECTED

Our staff is equipped with the technology to work efficiently and stay organized and connected with our clients. NV5 utilizes Microsoft Teams to efficiently collaborate; easily find, share and edit files in real time; meet virtually; and streamline workflows all on one single platform. NV5 is committed to maintaining a safe and productive workplace environment while following COVID-19 guidelines and has access to several virtual meeting platforms in addition to Microsoft Teams, including GoToMeeting and Zoom.

### SCHEDULE CONTROL

Our construction support services team gives considerable attention to monitoring project schedules. We will coordinate, review and make recommendations for changes to the Critical Path Method (CPM) schedule generated by the contractor. As changes or discrepancies occur between the CPM schedule and as-built conditions, the project schedule and cost estimates will be updated. We will review the contractor's schedule on a weekly basis and will maintain an as-built/working schedule to reflect as-built conditions to date.

### COST CONTROL AND REPORTING

Cost control is a key element to successfully delivering a project and must be thoroughly integrated with other control methods (scope change control, schedule control and quality control) to assure that the City receives full value for all funds earmarked for the project. Key elements

of our cost control program include establishment and maintenance of a project budget; value engineering and constructability reviews of project plans and specifications; sufficient vetting of owner-requested or contractor-generated changes; thorough review and evaluation of change order cost proposals; close monitoring of force account work; and regular maintenance of a change order log. NV5 provides a monthly status report that includes work accomplished during the reporting period, work to be completed during the next reporting period, budget and schedule status, and a summary of issues and concerns pending resolution.

### QUALITY ASSURANCE AND QUALITY CONTROL

To assure compliance with the plans and specifications, we will implement a comprehensive quality assurance and quality control (QA/QC) program involving the following steps:

- We will perform a thorough review of the contract documents. This responsibility will include the following tasks:
  - Checking plans and specifications against requirements that have been associated with issues that occurred on similar jobs.
  - Comparing existing elevations, grades and details, etc., shown on plans with those at the actual site.
  - Reporting all errors, omissions and deficiencies, etc., to the City and engineering design team.
  - Keeping a marked-up set of plans and specifications for quick reference.
  - Anticipating the Contractor's operations by reviewing the plans and specifications for each one before it begins.
- Before start of construction, we will discuss with the Contractor the definable features of work to assure that documentation is complete, materials are on hand and those who are to perform the work understand the scope in its entirety.
- At the onset of the work, we will perform an initial inspection to determine whether the Contractor thoroughly understands and is capable of accomplishing the work as specified.
- We will assure that the Contractor has an established safety program and that regular safety meetings are conducted. We will also assure that the Contractor meets all OSHA safety requirements.
- The construction inspector will perform follow-up inspections on a daily basis for the purpose of assuring that the controls established during the initial inspection continue to provide work that conforms to the contract requirements and all

## F. UNDERSTANDING & APPROACH

applicable standards. Unsatisfactory workmanship, materials and construction deficiencies will be documented and reported for future identification and traceability. Notices of non-compliance will be issued to the Contractor and corrective and preventive action will be taken to assure compliance with the contract documents.

- We will conduct a monthly review of the as-built drawings and assure that all items are considered in the changes of the record drawings, including:
  - The size, type and location of existing and new utility lines
  - The layout and schematic drawings of electrical circuits and piping
  - Verification of alignment and cross sections
  - Changes in the location of equipment, etc.
- Finally, we will review and approve the as-built drawings to complete the project turnover and begin the warranty period.

### BEST MANAGEMENT PRACTICES

Our construction support services team is well-versed in National Pollutant Discharge Elimination System (NPDES) requirements and experienced in implementing best management practices. We will monitor the implementation, maintenance and any required modification of the approved Stormwater Pollution Prevention Plan (SWPPP) and Water Quality Management Plan (WQMP). In the event that the project specifications for developing the SWPPP or WQMP are inadequate and cannot support the project needs or meet current NPDES requirements, we will work closely with the design consultants to incorporate the required provisions into the project specifications to meet these goals. In addition, our team includes Qualified SWPPP Developers and Qualified SWPPP Practitioners.

### MOBILITY

Each member of our construction support services team has access to a mobile office that includes a laptop, internet/email access, mobile phone, mobile project files, digital cameras and other required materials. Our team members are always available via mobile phone and email for easy access and continuous communication.

### WEB-BASED DOCUMENT CONTROL SYSTEM

Our web-based CMIS software is designed to provide the Construction Manager the capability to manage project information efficiently and effectively while maintaining full transparency with the City and the design engineer in managing the construction contractor. The City, as well as NV5's Construction Manager and inspectors, have

real-time CMIS web-based software installed on an iPad or computer to record inspectors' daily reports and can be utilized on any device with internet access including iPhone and Android mobile devices. The City can log-in and view at any time the submittals, RFIs, correspondence, WSWD, Contractor's Pay Apps with DIR submissions and apprentice requirements documentation, and NV5 Inspection reports from any laptop, computer, or mobile device at any time.

Additionally, our inspectors send out supplementary email blasts noting elements of significance performed, along with photographs for a quick glance of work, enabling all City staff to immediately be up to date. At the end of the project, the data within the CMIS platform will be downloaded for archival with the City within 60 calendar days of the Notice of Completion.

### LABOR COMPLIANCE AND WAGE MONITORING

We will review funding with the City to confirm any special requirements affecting the work, and identify accounting and reporting requirements. We will enforce any applicable Labor Compliance requirements and assure all certified payroll reports are submitted each month with the payment applications. Our trusted subconsultant **Pacific Resources Services** will review these reports, verify payroll amounts against wage reports and then submit to the City for filing. They can also perform monthly EEO interviews if necessary, and complete the required forms. NV5 and Pacific Resources Services will work with the contractor to maintain adequate project files and to correct any and all labor compliance violations.

### CUSTOMER SERVICE AND PUBLIC OUTREACH

Our first line of customer service comes from our inspectors. Our inspectors know the value of maintaining great relations with residents, business owners and anyone affected by a project, and they have proven to be a valuable resource in appeasing public concerns and resolving field issues.

An effective and informative public outreach program that informs all affected residents, property owners and motorists about construction impacts and possible traffic delays is critical to the success of any project.

Key elements of our public outreach program include:

- Verbal and written notifications
- Informational flyers about the project
- Advanced written notices about upcoming work
- Verbal communication follow-up to ease public concerns, enabling residents and business to prepare for any anticipated impacts

# G. SCOPE OF WORK

## Scope of Work

NV5 views construction management not simply as a list of tasks grouped by category but as a sequential and thorough process. **We agree to the scope of services as included in the RFP**, and, in addition, have included our standard scope of services, which has been developed over many years of successfully delivering construction management and inspection services for projects of similar scope and size.”

### I. PROJECT STARTUP, COORDINATION & ORIENTATION PHASE

This phase is essential to establishing lines of communication and setting administrative protocols for the project. Our pre-construction services can include:

- Review any applicable funding guidelines with the City and identify accounting and reporting requirements.
- Establish a coordination plan to notify and facilitate any items of work affecting utilities, local agencies and other stakeholders.
- Assure that each member of our project team will have access to a mobile office, which includes a laptop, internet/email access, cellphone, mobile project files, digital cameras and other required materials. Our construction managers and inspectors are always available via cellphone for easy access and continuous communication.

### II. CONSTRUCTION PHASE

NV5 will focus on the daily tasks that are required to assure the contractor is executing the work according to the accepted Critical Path Method (CPM) baseline schedule, the budget is maintained, and the City is informed and involved on all decisions and aspects as the project is delivered. Timing is critical, and efficient managerial procedures will be a key factor for staying on schedule and within budget. Our construction phase services can include:

- Facilitate a pre-construction meeting to cover, at a minimum, the overall project objectives, responsibilities of key personnel and agencies, schedules, schedule of values, submittal procedures, correspondence, utility relocations, local agency permit requirements, RFQ/RFI processes, progress payments, change orders, safety issues, emergency response requirements, and all other pertinent topics. Meeting agendas and minutes will be prepared and distributed to all attendees.

- Conduct weekly progress meetings with City staff and the contractor to update the status of the project and discuss the schedule, near-term activities, clarifications and problems that need resolution, coordination with other contractors, change order/submittal/RFI status, and safety issues. Meeting agendas and minutes will be prepared and distributed.
- Immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior to, during, or after the construction work.
- Monitor the contractor’s work progress, personnel, equipment and materials to assure that adequate resources are available to meet the project schedule and that the contractor’s work is in compliance with the contract documents. Our team will also assure that City activities (such as bus routes, street sweeping and trash pickup) and responsibilities are addressed and appropriately scheduled to minimize any impacts to day-to-day operations.
- Work closely with the contractor to maintain an updated set of drawings, specifications, addenda, bulletins, change orders, or other document updates at the jobsite. Updates will incorporate modifications and changes from all sources, such as submittals, RFIs, field orders, etc.
- Process RFIs in a timely manner and assure timely response by appropriate project team members (City staff, engineer, other agencies). Response to RFIs will take no longer than seven (7) calendar days. We will coordinate all technical support and constructability reviews during preparation of responses to RFIs and maintain an RFI log to track closed and outstanding RFIs.
- Assure an efficient submittal process, beginning with the contractor delivering a submittal schedule for review within 10 calendar days after the effective date of the construction contract. NV5 will provide technical support during review of the submittal schedule (and at a minimum weekly thereafter) to assure compliance with the contract documents and note any matters of concern to the City, such as potential impacts to the schedule. We will monitor, process and forward for approval all submittals and assure timely distribution to and review by appropriate project team members (City staff, engineer, and other agencies).
- Review and recommend for approval the contractor’s CPM baseline schedule and, upon acceptance,

## G. SCOPE OF WORK

adopt for the remainder of the project. Monitor work progress in accordance with this baseline schedule on a daily, weekly and monthly basis to assure the contractor maintains all milestone and critical-path dates. Indicated slippage will be addressed during the project meetings and written reports.

- Review and respond to requests for design revisions by the contractor. Provide recommendations and forward all responses for approval to the City and/or design engineer prior to transmitting to the contractor.
- Coordinate evaluation of and provide recommendations for “or-equal” or product substitution requests with the design engineer, City, vendors, manufacturers and others.
- Initiate and review field orders when a change in the work is needed to maintain the design intent. We will issue field orders to the contractor and monitor the work for compliance. Changes will be logged and recorded in the record specifications and plans. If required, we will follow up with a change order within 14 calendar days of mutual agreement with the contractor on pricing and conditions.
- Review, evaluate and make recommendations on submitted change order requests. Change order requests will be fully vetted by applying knowledge of prevailing wage rates, material unit cost guide publications, quantity take-offs, or other measures required in order to substantiate and/or negotiate change orders. Maintain a change order log to track executed and potential change orders and monitor the amounts against the total construction contract.
- Develop a cost control system to monitor actual versus estimated costs. Differences will be included in weekly status meetings. For authorized work, accounting records will be maintained using contract unit costs. For any additional work, accounting records will reflect actual costs of time and materials.
- Review contractor(s) Safety Program for compliance with City standards as well as any OSHA regulations. Recommend contractor(s) submit site-specific safety plans that identify the risks and liability arising from specific operations relating to the project.
- Maintain a safe working environment. All NV5 personnel will wear hard hats, safety vests, and rubber-soled shoes at all times while on-site.
- Review and forward for approval the contractor payment applications. Conduct the monthly “pencil draft” with the contractor to review the progress to date and verify that payment applications represent

work in place and are in compliance with the accepted SOW and the requirements of the construction documents. Once the payment applications are reviewed and approved, and once we have verified that the contractor’s record drawings are current, the construction schedule is updated, and weekly certified payroll reports are submitted, we will forward to the City for approval.

- Enforce Labor Compliance requirements, including completion of the Federal Labor Compliance Pre-job checklist. We will assure all certified payroll reports are submitted each month with the payment applications. We will review these reports, verify payroll amounts against wage reports, and then submit to the City for filing. We will work with the contractor to correct any and all labor compliance violations.
- Assure compliance with funding requirements set forth in pre-construction phase and assist the City as necessary with reimbursement procedures.

### Inspection

Effective Quality Assurance and Control inspection is critical to successful project completion. Our Inspection services can include:

- Review and become familiar with all contract- and construction-related documents, including plans and specifications, traffic control plans, construction schedules, construction sequences and permitting requirements, and present any concerns during the pre-construction meeting. Attend subsequent progress meetings and maintain communication and assist in facilitating resolution of pending issues. Maintain correspondence file and copy all contractor communications to the City.
- Conduct a pre-construction photo/video survey of the project site for verification that the site is returned to its original condition at the end of the construction period.
- Perform daily field and quality control inspections and measurements of the contractor’s work, submittals and construction materials to assure conformance with the contract documents, City codes and ordinances, “Greenbook” Standard Specifications, Manual of Traffic Controls for Construction and Maintenance Work Zones, Caltrans Construction Manual and all other applicable codes and regulations. Health and safety measures will be strictly enforced to maintain a safe construction environment.

## G. SCOPE OF WORK

- Prepare daily reports, including daily progress photos, and a comprehensive description of the work completed. Reports will document, at a minimum, the date, weather conditions, traffic control measures taken, progression of work, materials used, and subcontractors, equipment and employees on-site, and major incidents/safety violations. We will also prepare reports of deviations and non-conformance to specifications and provide responses in accordance with the specification requirements. Notices of Non-Compliance will be delivered immediately to the contractor for any and all deviations.
- We will monitor the establishment, maintenance and any required modification of the approved SWPPP. Should the provisions for developing the SWPPP in the specifications be inadequate to support development of a comprehensive and timely submitted stormwater and erosion control plan necessary to comply with current NPDES requirements, the NV5 team can work closely with the design consultants to incorporate the required language into the project specifications suitable to meet these goals.
- Monitor utility coordination as set forth in the pre-construction meeting, reporting conflicts to the City and recommending a course of action.
- Work closely with the contractor to mitigate construction impacts to businesses and residents, and promote site and public safety.
- Verify implementation of a traffic control plan that is in accordance with the latest Work Area Traffic Control Handbook (WATCH) requirements, the City's requirements, and the contract documents.
- Verify compliance with funding requirements set forth in the pre-construction phase, conducting field employee interviews as necessary and reporting resulting information to the City. Verify labor and

hours reported by contracts match the daily diary. Provide complete measurements and calculations to administer progress payments, assure contractors submit certified payroll reports, and make recommendation for payments.

- Compile detailed punch lists with the City, Consultants, and the contractor. NV5 will conduct a preliminary walk-through with the contractor to assure there are no blatant issues and to generate a preliminary punch list. After completion of the preliminary punch-list items, prepare the final punch list and coordinate with the contractor for item completion. All punch lists generated will include schedules for completion.
- • Upon project completion, conduct final inspection, closeout permits, including encroachment and construction/excavation, and prepare and submit as-built plans to the City.

### III. POST-CONSTRUCTION PHASE

NV5 is committed to an expedient project closeout process. Our post-construction phase services can include:

- Obtain all required closeout documentation and materials (Warranties, O and M Manuals, As-Built Plans, Attic Stock, etc.) from the contractor, finalize and compile project closeout files, and submit final package to the City. Advise the City when it is appropriate to file the notice of completion based on all expired time and other conditions required.
- Review the contractor's final application for payment for completeness and forward to the City for approval.
- Maintain all relevant records for a minimum of three (3) years. Allow all authorized federal, state, county, and City officials access to all relevant contract records pertinent to these projects.

# H. SCHEDULE

## Schedule

Below is a sample schedule for a construction support services project.



## 6. REQUIRED PROPOSAL STATEMENTS + 7. EXCEPTIONS

### Required Proposal Statements

- A. NV5 will perform the services and adhere to the requirements described in this RFP, including any addenda.
- B. NV5 understands that subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act.
- C. NV5 states there are no specific portions of our submittal that are considered proprietary and should not be releasable as public information. NV5 is aware that all such requests may be subject to legal review and challenge.
- D. NV5 will not substitute members of your designated team without approval by the City of Placentia staff which declares there is no Conflict of Interest.
- E. NV5 has no Conflict of Interests.
- F. NV5 attests there has been no Collusion with other proposing firms.
- G. NV5 is able and agrees to fulfill the indemnification and insurance requirements contained in the sample contract.

### Exceptions

NV5 has no proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract (Appendix “ A”)

# APPENDIX B

## APPENDIX B SUMMARY SHEET

Firm Name: NV5, Inc.

Firm Parent or Ownership: NV5 Global, Inc.

Firm Address: 163 Technology Drive, Suite 100, Irvine, CA 92618

Firm Telephone Number: 949.585.0477

Firm Fax Number: 949.409.8182

Number of years in existence: 75

Management Contact (person responsible for direct contact with the City of Placentia and services required for this Request for Proposal):

Name: Jeffrey M. Cooper, PE Title: Senior Vice President

Telephone Number: 949.585.0477 Fax: 949.409.8182

Email: jeff.cooper@nv5.com

Project Manager (Person responsible for day-to-day servicing of the account):

Name: Peter Salgado, PE Title: Director of Construction Management

Telephone Number: 949.585.0477 Fax: 949.409.8182

Email: peter.salgado@nv5.com

Types of services provided by the firm: NV5, Inc. provides engineering and consulting services to public and private sectors, delivering solutions through six business verticals: Testing, Inspection, and Consulting; Infrastructure; Utility Services; Environmental Health Sciences; Buildings and Program Management; and Geospatial Technology.

## APPENDIX C

### CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated JANUARY 9, 2024, and to be bound by the terms and conditions of the RFP.
2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated JANUARY 9, 2024.
5. This firm has carefully read and fully understands all of the items contained in the RFP. This firm agrees to all of the requirements except for those disclosed by the firm in project proposal, listed on an attachment.
6. The proposal shall be valid for 90 days from JANUARY 9, 2024.

Name of Firm: NV5, Inc.

By:  \_\_\_\_\_  
(Authorized Signature)

Type Name: Jeffrey M. Cooper, PE

Title: Senior Vice President

Date: January 30, 2024

# COST PROPOSAL

PN: P27024-0001122.00



January 30, 2024

City of Placentia  
Attn: Chris Tanio, PE, Deputy Director/City Engineer  
401 E. Chapman Avenue  
Placentia, CA 92870

## SUBJECT: On-Call Construction Management and Inspection Services

Dear Mr. Tanio,

Enclosed please find our Cost Proposal for the above referenced project. We look forward to meeting with you and discussing upcoming projects. We are excited about the opportunity to assist you and the City of Placentia.

Respectfully,  
NV5

A blue ink signature of Peter Salgado, consisting of a stylized 'P' followed by a horizontal line.

Peter Salgado, PE  
Director of Construction Management

A blue ink signature of Jeffrey M. Cooper, consisting of a stylized 'J' followed by a horizontal line.

Jeffrey M. Cooper, PE  
Senior Vice President  
(Authorized signer)

## Fee Schedule



Effective through December 31, 2024. After this time, NV5 will receive a 3% rate increase for each consecutive year beginning January 1, 2025.

CONSTRUCTION SERVICES	HOURLY RATE**
Project Manager	\$210
Senior Construction Manager	\$200
Construction Manager	\$185
Senior Office Engineer	\$150
Office Engineer	\$125
Construction Inspector (effective through June 30, 2024)*	\$155
Construction Inspector (effective beginning July 1, 2024)*	\$164
Construction Administration	\$95
REIMBURSABLE EXPENSES	COST
Reproduction	Cost
Consultant Services	Cost + 15%
Automobile Transportation	per IRS standard
Delivery, Freight, Courier	Cost
Agency Fees	Cost
Commercial Travel	Cost

\* Assumes prevailing wages are applicable for field work.

\*\* Regular rates. Work in excess of 8 hours and work on Saturdays will be billed at 1.5 times the regular rate. Work in excess of 12 hours and work on Sundays and Holidays will be billed at 2 times the regular rate.

# COST PROPOSAL

NV5 GEOTECHNICAL FEE SCHEDULE FOR CITY OF RIVERSIDE ON-CALL PROFESSIONAL CONSULTING SERVICES		
PROFESSIONAL STAFF		
Personnel		
Administration Staff		\$75.00/hr.
Field Supervisor		\$150.00/hr.
CQA Manager		\$150.00/hr.
Senior CQA Manager		\$170.00/hr.
Staff Engineer / Geologist		\$120.00/hr.
Senior Staff Engineer / Geologist		\$135.00/hr.
Project Manager / Engineer / Geologist		\$155.00/hr.
Senior Engineer / Geologist		\$185.00/hr.
Associate Engineer / Geologist		\$205.00/hr.
Senior Principal Engineer / Geologist		\$245.00/hr.
FIELD STAFF (Prevailing Wage)		
Soil / ACI Technician I		\$136.00 /hr.
Field Supervisor		\$138.00 /hr.
ICC Special Inspector I (Concrete, Masonry, Steel, Bolt, Fireproofing)		\$138.00 /hr.
Certified Welding Inspector I		\$138.00 /hr.
NDT Technician		\$141.00 /hr.
Laboratory Technician (Non Field)		\$94.00 /hr.
Ground Penetrating Radar (Technician and Equipment)		\$204.00 /hr.
Coring Equipment Fee		\$83.00 /hr.
Torque/Pull Testing (Technician and Equipment)		\$149.00 /hr.
"Wildcat", 35-lb hammer Dynamic Cone Penetrometer (DCP) with tech		\$453.00 /hr.
Lightweight 5-lb Gas Dynamic Cone Penetrometer (DCP) equip with tech		\$221.00 /hr.
Seismic Refraction Survey Using Geode 24-Channel Seismodule		\$3,500.00 LS
Fall of Potential Ground Testing (Ground Rod Test) - Initial Test		\$1,100.00 LS
Fall of Potential Ground Testing (Ground Rod Test) - Subsequent Test		\$663.00 LS
Sample Pick-Up (Non-Prevailing Wage)		\$94.00 /hr.
Nuclear Density Gauge		\$40.00 /day
Vehicle Fee		\$50.00 /day
LABORATORY FEE SCHEDULE		
<i>Asphalt Concrete</i>		
Asphalt Mix Design Review		\$394.00/ea.
Hveem Stability		\$226.00/ea.
Hveem Unit Weight Sample Requiring Compaction		\$210.00/ea.
Marshall Stability, Flow & Unit Weight		220.00/ea. (per test specimen)
Maximum Theoretical Unit Weight (Rice)		\$220.00/ea.
Extraction - Ignition Oven (including gradation)		\$257.00/ea.
Percent Swell		\$168.00/ea.
Unit Wt Compacted Sample (Specific Gravity)		\$100.00/ea.
<i>Aggregates</i>		
Absorption Test, Coarse Aggregate		\$57.00/ea.

# COST PROPOSAL

<b>LABORATORY FEE SCHEDULE (CONTINUED)</b>	
Absorption Test, Fine Aggregate	\$57.00/ea.
Clay Lumps & Friable Particles	\$142.00/ea.
Cleanness Value	\$168.00/ea.
Crushed Particles, Percent	\$215.00/ea.
Durability Index, Coarse Aggregate	\$137.00/ea.
Durability Index, Fine Aggregate	\$137.00/ea.
Abrasion Resistance by LA Rattler	\$215.00/ea.
Organic Impurities in Sand	\$84.00/ea.
Sieve Analysis Coarse Aggregate	\$105.00/ea.
Sieve Analysis Coarse & Fine Aggregate (includes Wash)	\$147.00/ea.
Sodium Sulfate Soundness (5 cycle test per primary size)	\$410.00/ea.
Specific Gravity, Fine Aggregate	\$100.00/ea.
Specific Gravity, Coarse Aggregate	\$89.00/ea.
Unit Weight (per cubic foot) Voids in Aggregate	\$79.00/ea.
Rock Core (Compressive Strength)	\$100.00/ea.
<b><i>Structural/Reinforcing Steel</i></b>	
Headed Rebar Tensile Test - No. 8 Bar and Smaller <	\$121.00/ea.
Headed Rebar Tensile Test - No. 9 Bar to No. 11	\$147.00/ea.
H. S. Bolt Conformance- Bolt, Nut & Washer (DSA)	\$504.00/ea.
Mechanically Spliced Reinforcing Steel - No. 8 Bar and Smaller <	\$210.00/ea.
Mechanically Spliced Reinforcing Steel - No. 9 Bar to No. 11	\$226.00/ea.
Mechanically Spliced Reinforcing Steel - No. 14	\$247.00/ea.
Mechanically Spliced Reinforcing Steel - Slippage	\$44.00/ea.
Mechanical Tests, Hardness Test, Rockwell	\$124.00/ea.
Prestressed Steel, Tensile Test, Strand (7-wire Coated)	\$247.00/ea.
Prestressed Steel, Tensile Test, Strand (7-wire Uncoated)	\$289.00/ea.
Reinforcing Steel, Tensile Test - No. 8 Bar and Smaller <	\$100.00/ea.
Reinforcing Steel, Tensile Test - No. 9 Bar to No. 11	\$113.00/ea.
Reinforcing Steel, Tensile Test - No. 11 Bar and Greater >	Quote
Reinforcing Steel, Bend Test	\$79.00/ea.
Spray-applied Fireproofing Density Tests	\$116.00/ea.
Structural Steel, Tensile - Up to 200,000 lbs.	\$168.00/ea.
Structural Steel, Bend Test	\$110.00/ea.
Welded Specimens, Tensile Test	\$142.00/ea.
Chemical Analysis	Quote
Machining Costs If Required	\$84.00/hr.
<b><i>Masonry</i></b>	
Absorption Test, Brick	\$68.00/ea.
Compression Test, Composite Prism	\$194.00/ea.

# COST PROPOSAL

<b>LABORATORY FEE SCHEDULE (CONTINUED)</b>	
Compression Test, Brick	\$58.00/ea.
Compression Test, Blocks	\$100.00/ea.
Compression Test, Cores (does not include Coring for samples)	\$84.00/ea.
Compression Test, Grout / Mortar	\$39.00/ea.
Masonry Block Conformance (Does not include shrinkage)	\$504.00/ea.
Modulus of Rupture, Brick	\$58.00/ea.
Moisture as Received, Brick	\$58.00/ea.
Saturation Coefficient Brick	\$58.00/ea.
Unit Weight & Absorption, Block	\$84.00/ea.
Efflorescence, Block or Brick Only	\$84.00/ea.
Linear Shrinkage	\$284.00/ea.
Masonry Core Shear Test	\$137.00/ea.
<b>Roofing</b>	
Roofing Tile Absorption (Set of 5)	\$284.00/ea.
Roofing Tile Strength Test (Set of 5)	\$284.00/ea.
<b>Soils</b>	
Soil Processing Fee (per sample)	\$23.00/ea.
Chloride Content of Soil	\$89.00/ea.
Consolidation (up to 9 loads)	\$310.00/ea.
Direct Shear (undisturbed ring specimens)	\$284.00/ea.
Direct Shear (remolded specimens)	\$331.00/ea.
Expansion Index	\$179.00/ea.
Proctor (per curve) - 4-inch mold	\$221.00/ea.
Proctor (per curve) - 6-inch mold	\$295.00/ea.
Rock Correction (if required)	\$79.00/ea.
Moisture Content / Dry Density	\$44.00/ea.
Organic Matter	\$84.00/ea.
Plasticity Index/Liquid Limit (Atterberg Limit)	\$168.00/ea.
R-value (minimum 3 points)	\$357.00/ea.
Resistivity & pH of Soil	\$189.00/ea.
Sand Equivalent	\$105.00/ea.
Sieve Analysis	\$140.00/ea.
Sieve Analysis, with Hydrometer	\$284.00/ea.
No. 200 Mesh Wash Particle Size Gradation	\$100.00/ea.
Sulfate Content of Soil	\$89.00/ea.
Thermal Resistivity of Soil (including 1 proctor curve)	\$1365.00/ea.
<b>Concrete</b>	
Compression Test, 4x8 Cylinder	\$34.00/ea.
Compression Test, 6x12 Cylinder	\$36.00/ea.
Compression Test Gunite / Shotcrete, (3 Cores/Panel, Coring Included)	\$441.00/ea.

# COST PROPOSAL

<b>LABORATORY FEE SCHEDULE (CONTINUED)</b>	
Compression Test, Core (incl sample prep)	\$84.00/ea.
Compression Test, Lightweight Concrete Fill	\$56.00/ea.
Compression Test, Non-shrink Grout Cubes	\$56.00/ea.
Concrete Flexural Test	\$100.00/ea.
Concrete Mix Design (revision or review)	\$394.00/ea.
Drying Shrinkage (3 specimens – 28 days)	\$394.00/ea.
Modulus of Elasticity, Static	\$284.00/ea.
Splitting Tensile Strength	\$110.00/ea.
Thermal Resistivity Testing of Concrete / FTB	\$509.00/ea.
Unit Weight, Lightweight Concrete Fill	\$84.00/ea.
<b>GENERAL TERMS AND CONDITIONS</b>	
<p><b>Testing Samples</b> - There will be a 50% premium charge for “rush/priority” testing. This testing laboratory agrees to exercise reasonable care in obtaining, preserving and caring for the samples to be tested, but assumes no responsibility for damages, either direct or consequential, which arise or are alleged to arise from loss, damage or destruction of samples due to circumstances beyond this testing laboratory's control. Samples are discarded after testing unless requested otherwise in writing by the client.</p>	
<p><b>Scheduling</b> - A minimum of 24 hours' notice is requested to schedule personnel.</p>	
<p><b>Engineering Review/Report Preparation</b> – Reasonable engineering and project management time will be included for scheduling, report review, and data evaluation.</p>	
<p><b>Minimum Charges for Material Testing and Inspections</b> – Hours will be charged upon arrival to jobsite, unless equipment from the laboratory is required, then hours will be charged portal to portal per Prevailing Wage requirements, as dictated by the Department of Industrial Relations (DIR). All rates are based upon a 4-hour minimum charge for assignments of up to 4 hours. Eight hours will be charged for work performed over 4 hours up to 8 hours. Work performed over 8 hours will be billed in one-hour increments. A 4-hour minimum will apply for unscheduled cancellations and inspection canceled after 3 p.m. the day prior to the inspection.</p>	
<p><b>Per Diem and Travel Expenses</b> – Actual Cost plus 10%</p>	
<p><b>Overtime Rates</b> – Work in excess of 8 hours in one day will be charged a premium of 1.5 times the quoted rates. Work over 40 hours in one week will be charged at 1.5 times the quoted rate. Work over 12 hours in one day or over 8 hours on the 7th consecutive day or worked holidays will be charged at 2.0 times quoted rates. NV5, Inc. observes the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Should a holiday fall on Saturday or Sunday, the closest previous or following regular work day will be observed for the holiday.</p>	
<p><b>Mileage</b> – Mileage will be charged at IRS Rate per mile.</p>	
<p><b>Outside Services / Subcontractors</b> – Cost plus 15% will be charged for any work not directly performed by NV5 or for any materials procured.</p>	
<p><b>This Fee Schedule contains only the basic services performed by this office and is not a complete listing. Do not hesitate to call for a quotation or proposal if your service needs are not listed herein.</b></p>	

# COST PROPOSAL



## ON-CALL PROJECTS

Pacific Resources Services has established the following rates for projects starting January 1, 2024, through December 31, 2024.

<b>PACIFIC RESOURCES SERVICES LABOR RATES FROM 1/1/2024 THROUGH 12/31/2024*</b>		
<b>Staff</b>		<b>Hourly Rate</b>
Benjamin Ocasio	Lead Labor Compliance Analyst	\$146.80
Evan Ocasio	Labor Compliance Analyst	\$124.21
Monica Mendez	Lead Site Visits	\$101.63
Morita Capili	Office Support	\$79.05

\*Rates will remain fixed during the duration of the agreement.

All hourly costs are fully burdened. There are no additional costs (such as mileage, communication, etc.) to our client.

---

11421 Lambert Avenue | El Monte, CA 91732

T: (626) 800-4006 | F: (626) 800-4140

Email: [Info@pacificresourceservices.com](mailto:Info@pacificresourceservices.com)



**REQUEST FOR PROPOSALS (RFP)**

**ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES  
FOR THE**

**CITY OF PLACENTIA**

**RFP RESPONSES TO BE RECEIVED UNTIL  
5:00 P.M., TUESDAY JANUARY 30, 2024**

**City of Placentia**  
401 East Chapman Avenue  
Placentia, CA 92870

**Date Issued: JANUARY 9, 2024**

**REQUEST FOR PROPOSALS (RFP)**  
**FOR**

ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES  
FOR THE  
CITY OF PLACENTIA

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**Appendix “A”** – SAMPLE CITY PROFESSIONAL SERVICES AGREEMENT

**Appendix “B”** – SUMMARY SHEET

**Appendix “C”** – CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

## 1. INTRODUCTION

The City of Placentia (“City”) seeks competitive proposals from qualified firms to provide On-call Construction Management and Inspection Services. A Professional Services Agreement will be entered into with multiple qualified firms to provide construction management services for a variety of projects on an on-call basis. On an on-call, as-needed basis, the selected firm(s) may later be asked to provide construction management and inspection proposals on a specific, project-by-project basis, based on an agreed-upon specific scope of services and fees.

The firm shall provide general Construction Management and Inspection services to support construction efforts and serve as an extension of City staff to assist in the overall delivery of projects, including preconstruction tasks, managing construction, and ensuring that the work is completed in accordance with the contract documents, and project closeout and commissioning phase. The consultant team will report directly to the City's Project Manager or their authorized representative. City staff may assist in managing construction and will oversee the work of the consultant's Project Manager, Inspector, and Contract Administrator.

Firms must provide construction management services and contract administration in conformance with the requirements set forth in the State's Construction Manual, State's Local Assistance Programs and Procedures Manual, OCFCD encroachment permit/requirements, and other Agencies regulatory permits/requirements. The construction manager is expected implement contract requirements and comply with all Federal and local guidelines, as required, in order to successfully execute the project in a timely and cost-efficient manner.

Technical questions about the requested services that might require a clarification of the Request for Proposals (RFP) shall be made only in writing to the Q&A section located in PlanetBids no fewer than seven (7) calendar days prior to the date and time set for opening of proposals and responses shall be provided in writing. No verbal requests or responses will be accepted. Significant interpretations or clarifications will be addressed via addenda to this RFP. This RFP includes a description of the scope of work, proposal requirements, and instructions for submitting your proposal.

Please do not contact City departments or other City staff directly. Information provided by other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

Any changes, additions, or deletions in the RFP from the date of release to date of submittal will result in an addendum or amendment. Notification of such addendum or amendment shall be posted on PlanetBids. Addenda shall become part of the agreement documents.

It is the proposer's sole responsibility to monitor PlanetBids for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve the proposer of the requirements contained therein. Additionally, failure of proposer to return signed addenda, when required, may be cause for rejection of his/her proposal.

Proposals must conform to the requirements of this RFP to be considered for award and successfully submitted through the electronic bid management system at: <https://pbsystem.planetbids.com/portal/54600/portal-home> by the date and time specified on the cover page of this Request For Proposal. All proposals must be signed by an authorized representative and include the completed Summary Sheet and Certification of Proposal to the City of Placentia provided in Appendix "B" and "C" of this RFP.

The City reserves the right to waive any irregularity in any proposal or to reject any proposal that does not comply with this RFP. The City alone, using criteria determined by the City, will select the qualified firm and/or consultant. The successful consultant to whom the contract is awarded shall, within ten (10) days after being notified, enter a contract with the City for the work and shall furnish all required documents necessary to enter said contract. Failure of the successful consultant to execute the contract within said ten (10) days shall be just cause for the City to contract with the next ranked consultant.

By submitting a proposal, the proposer agrees to all of the terms of the RFP and the Agreement (Appendix A), unless exceptions to the RFP or the Agreement are stated by the proposer in its proposal. The successful proposers will be required to enter into an Agreement, which will include the requirements of this RFP as well as other contract requirements. In the delivery of these services, the term of the agreement shall be for three years with the option for two additional one-year term extensions. The City reserves the right to reject any proposal(s) exceptions or changes to the Agreement or Request for Proposal.

## **2. PROPOSAL SCHEDULE**

The schedule is as follows:

- Advertisement Date – JANUARY 9, 2024
- Q&A Due on PlanetBids – January 23, 2024 by 5:00 p.m.
- Proposals Due on PlanetBids – JANUARY 30, 2024 by 5:00 p.m.
- Hard copy proposal Due at City Hall – February 1, 2024 by 5:00 p.m.
- Proposal Evaluations/Interviews, if necessary – February 2024
- City Council Contract Award and Selection\* - March 2024

\*The City expects, but does not guarantee, that the decision on selection of a firm will be made by the City Council on the date indicated above.

## **3. SCOPE OF WORK**

The City desires to engage construction management firms that will ensure that not only are City capital projects built per plan and specifications but that will also ensure a high degree of quality craftsmanship in the final product. The City's expectation is that selected CM/inspection teams will enforce a high attention to detail on project deliverables to ensure a high-quality finished product.

The majority of capital improvement and construction projects within the city include, but are not limited to, the following:

- Street rehabilitation
- Sewer improvements
- Signing and striping improvements
- Storm Drain improvements
- Bridge construction
- New building construction
- Irrigation and landscaping
- Site Improvements; concrete sidewalk, etc.
- Streets and park lighting
- Parks and Recreation facility improvements
- Mechanical systems
- Electrical systems
- Traffic Signal Improvements

The required services shall be performed by the consultant Project Manager, Inspector and Contract Administrator.

#### A. Project Manager/Resident Engineer

- The consultant Project Manager shall represent the City in the field. The Project Manager shall possess a minimum of (5) years' experience in construction management.
- The Inspector and the Contracts Administrator should have relevant experience in construction management and certifications or references that affirm the said experience.

#### B. Bid Analysis

- Prior to the start of the project, the Project Manager shall be responsible for conducting a bid analysis to determine the lowest responsible bidder.

#### C. Staff Report

- Preparation of staff reports for contract award to the lowest responsive and responsible bidder. Coordinate with the City to determine funding sources, publication dates, environmental and fiscal impact, and schedule of award to meet the City's deadlines.

#### D. General Construction Administration

- Coordinate with the City to define roles and responsibilities during construction and develop a construction management plan.
- Co-lead the pre-construction meeting and schedule and conduct regular construction and progress meetings to discuss such matters as procedures, progress, problems and scheduling. Will prepare and promptly distribute meeting minutes.
- Record the progress of the project. Submit written daily and progress reports to the City. Keep daily logs containing a record of weather, contractor's work on the site, number of workers and equipment, work accomplished, problems encountered, and other relevant data. Make the log available to the City. Prepare and send Weekly Statement of Working Days to the contractor. Monitor contractor's compliance with labor code requirements.
- Maintain, at the job site, records of contract documents including drawings, addenda, change orders, and other modifications of plans and specifications marked to show all changes made during construction. Maintain as-built records of underground utilities, including locations and depths of trenches. At the completion of the project, deliver to the City all contract documents including as-built records.

- Consult with the City when the contractor requests interpretations of the meaning and intent of the drawings and specifications and assist in achieving the resolution of problems which may arise.
- Coordinate with the City and contractor to incorporate a centralized platform where all documents are filed and distributed amongst the project team.
- Consultant shall be responsible for ensuring that all building permits, special permits, if required are obtained, and that all applicable fees have been paid, and shall obtain approvals from authorities having jurisdiction over the Project.

#### E. Submittal/RFI Review & Processing

- The Project Manager shall be responsible for review of completeness and quantity of all required shop drawings, product data, samples and other submittals ("Submittals").
- The consultant team shall transmit the Submittals to City staff for review and approval and shall establish and implement procedures for expediting the processing, approving, and distribution of Submittals.
- Project Manager shall develop, maintain, and manage all submittal/RFI logs.
- Determine the workflow on for all Submittal/RFI review including City staff, design engineers, contractor personnel, and the construction management team.

#### F. Constructability Review

- Consultant shall review project plans and specifications to determine its "constructability". Consultant shall also review construction schedule, including activity sequences and duration, schedule of submittals and schedule of delivery for products with long lead-time. The project schedule shall be updated as required showing current conditions and revisions required by actual progress.
- The individuals, Project Manager, Inspector and Contract Administrator, shall not be responsible for construction means, methods, techniques, sequences and procedures employed by the contractor in the performance of the contract, and shall not be responsible for the failure of the contractor to carry out work in accordance with the contract documents. However, any errors, omissions, or discrepancies found in the Contract Documents shall be called to the attention of the City's Project Manager and clarified prior to construction start.

#### G. Change Order Review

- Consultant shall conduct a comprehensive evaluation of change order requests, provide independent estimates, render recommendations and assist in claim resolution.
- Consultant shall monitor and report on the status of the Project Construction Budget on a monthly basis, indicating actual costs for completed activities and work in progress, and indicating estimates for uncompleted work. Report should identify variances between actual and budgeted or estimated costs and shall advise the City whenever it appears that the Actual Construction Cost has exceeded, or will exceed, the Project Construction Budget for the entire Project or any Project Component.

#### H. Safety

- Monitor the contractor's safety program. Take necessary steps to ensure the jobsite conditions are in compliance with OSHA regulations.

#### I. Progress Payments

- Consultant shall maintain cost accounting records on authorized work performed under unit costs and additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- May develop and implement procedures for the review and processing of applications by contractor for progress and final payments.
- Make recommendations for certification to the City for payment.
- Provide status of monthly certified payroll reports and monthly as-builts updates as backup for each payment submitted to the city for review.

#### J. Material Testing

- Consultant team to provide field inspections and compaction tests for grading, trench backfill and asphalt concrete pavement construction according to the project special provisions, the Standard Specifications for Public Works Construction ("Green Book") and Caltrans Standard Specifications.
- Provide inspections for installation of precast and cast in-place concrete, welding, high strength bolts, structural steel, masonry, painting and other types of work in accordance with the California Building Code (CBC) and the contract documents.
- Available tests may include the following:
  - Mix Designs
  - Concrete
  - Concrete Blocks

- Brick Masonry
- Masonry Prisms
- Mortar and Grout
- Fireproofing
- Soils and Aggregates
- Asphalt Concrete
- Reinforcing Steel
- Environmental

#### K. Inspections

- Consultant shall determine that the work of contractor is being performed in accordance with the contract documents.
- Make recommendations to the City regarding special inspection or testing of work not in compliance with the provisions of the contract documents.
- Subject to review by the City, reject work which does not conform to the requirements of contract documents.
- Facilitate and coordinate inspection by representatives of other agencies, as needed.
- Evaluate the completion of the work of the contractor and make recommendations to the City when work is ready for final inspection.
- Assist the City in conducting final punchlist inspections.
- Schedule and coordinate special inspection and material testing.
- Inspector(s) shall oversee and inspect all aspects of construction to ensure compliance with the Plans, Specifications, and Special provisions.

#### L. Claims

- Claims submitted by the contractor must adhere to Public Contract Code Section 10240 and 20104.
- Consultant Project Manager shall coordinate with City consultant on claim matters.
- Review all claims and provide an evaluation to the City. Documentation must be provided and reviewed to support any claim.
- Coordinate the resolution of each claim with suggested design changes that may have been caused by unforeseen field conditions.

#### M. Prevailing Wage / Labor Compliance

- Consultant shall monitor and enforce prevailing wage forms and requirements for conformance to the prevailing wage rates on a weekly basis.

- Shall verify that all Trade personnel listed in the daily log are also listed in the certified payroll and shall conduct weekly employee interviews, one for each trade, and submit verification with the monthly progress payments.
- Perform employee interviews to verify and enforce prevailing wage requirements on a regular basis.

#### N. Project Closeout

- The Project Manager shall be responsible for all project closeout items, such as: As-Built plans and related documentation, punch list completion, commissioning, warranty requests during the one-year period. Shall schedule and oversee the warranty repair. Should include site visits as requested by the City to look at defects or imperfections to determine if it is a warranty issue.
- Shall provide a close out report outlining any obstacles, violations, and services performed. Shall provide a close out report for but not limited to any violations, fringe benefit statements, missing payroll reports, unsatisfactory employee interviews, claims, and any other documentation related to prevailing wage and labor compliance.

#### O. Community Outreach

- Consultant shall attend and co-lead a pre-construction meeting with the community. The primary purpose of this meeting is to introduce the CM team to the community and discuss major anticipated construction impacts.
- Project Manager shall coordinate with the City's Communication Manager and communicate with the community regarding impacts related to the construction project.

#### P. Federal Requirements

- Preparation of Caltrans documentation including but not limited to Award package, interim reports, and final report (close out) to be reviewed by the City.
- Coordinate with the City to ensure Disadvantaged Business Enterprises (DBE) goal is met by contractors and document any changes throughout the length of the project.
- Compliance with any and all state and federal funding requirements for construction and enforce any regulations set forth by these funds.

All tasks listed above shall be required on an as-needed basis. The city reserves the right to add or reduce some of the above tasks and duties as it sees fit. The

consultant, serving as staff extension, shall remain sufficiently flexible to meet the needs of the City and of the project.

#### **4. ASSURANCE OF DESIGNATED PROJECT TEAM**

Proposer shall ensure that the designated project team, including sub-consultants as identified in the firm's proposal, is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the City.

#### **5. PROPOSAL FORMAT REQUIREMENTS**

Each response to this RFP shall include the information described in this section.

Provide the information in the specified order. **Failure to include all the elements specified may be cause for rejection.** Additional information may be provided but should be brief and relevant to the goals of this RFP. Excessive information will not be considered favorably.

Three physical copies of the final proposal shall be submitted to the City no later than two working days after the proposal deadline. The consultant project cost proposal shall be submitted in a separate sealed envelope marked "Cost Proposal." Proposer's who do not include physical copies within the specified timeframe will be considered unresponsive and disqualified.

All proposals must be signed by an authorized representative and include the completed Summary Sheet and Certification of Proposal to the City of Placentia provided in Appendix "B" and "C" of this RFP.

**Proposals shall be limited to a maximum of 30 pages.** Proposals over 30 pages will be rejected. Paper size shall be 8.5"x11" and occasional 11"x17" sheets are acceptable for exhibits and graphics. The cover letter, table of contents, front and back covers, summary sheet, certification of proposal and section dividers are excluded from the page count. The proposal should include the following sections in order:

##### **A. Cover Letter**

Shall contain the following information:

- Title of this RFP
- Name and mailing address of the prime consultant (include physical location if mailing address is a PO Box)

- Contact Person, Email address, telephone number, and fax number

The City will use email to notify your firm of critical developments such as interview schedules if any, notification of selection/non-selection, etc. Therefore, it is essential that you identify one or more contact persons who have frequent access to email.

The City will not be responsible for delivery failure of email due to firewalls, spam filters, or individuals' failure to retrieve email messages. The City will not attempt to re-deliver any messages which fail due to no fault of the City.

The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter into a binding contract.

1. Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of- Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
2. Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
3. Proposals which are submitted by an Individual doing business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm's name and style.

## **B. Executive Summary**

Describe your firm's and sub-consultant's (if any) general experience and qualifications as it pertains to projects of similar scope and size. Identify the services which would be completed by your firm's staff and those that would be provided by sub- consultants. Identify any sub-consultants you propose to utilize to supplement your firm's staff.

## **C. Project Team Organization**

Clearly identify the prime consultant, all subconsultants, and their respective roles. Show the Project Manager and the key staff proposed for this project, including subconsultants' staff. It is expected that the project team proposed under this proposal will remain unchanged throughout the duration of the project. Replacement of key staff without consultation with the City will not be permitted.

Include contact information and a brief summary of the Prime firm's history and experience providing the requested services on similarly sized and scoped projects. Include a summary of the firm's experience, if any, with the City of Placentia. Provide a brief resume for each key staff member including their education background, licensing (if applicable), availability, and project experience.

#### **D. Relevant Project Experience and References**

List and provide a narrative summary of related project experiences. Include a minimum of three (3) similar type/size projects that your team has completed. Provide a project description, services provided, and construction costs. Discuss whether the design and construction were completed on time and within budget. Provide a minimum of three (3) references (name, title, agency, and telephone number) from previous experience. Provide no more than one contact person per project as a reference, including agency/company and phone number. Preference is given to project references that have directly worked with staff proposed for this project.

#### **E. Understanding & Approach**

Provide a detailed discussion of your firm's approach to the successful implementation of this agreement. Describe your firm/team's understanding duties assigned and identify the approach for key services and/or issues anticipated. Describe the Project Manager's and firm/team support and approach to ensure the effort is completed on schedule and within the established budget.

#### **F. Scope of Work**

Provide a scope of work complementing the City's proposed scope of work describing all tasks required to complete the work and any additional aspects to the work scope the City should and could consider. The scope of work shall provide enough detail to distinguish the varied work effort required, in keeping with the City's desired tasks to be completed.

#### **G. Schedule**

Provide a typical schedule or sequence of events to accomplish all the required tasks; include review/approval times for the City and other project stakeholders.

## **H. Proposed Exceptions**

Describe all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract (Appendix "A"). This section shall be clearly marked "Proposed Exceptions" in your submittal. If no exceptions are taken this shall be clearly stated in this section. The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the City's determination of whether it is possible to successfully negotiate a contract with your firm/individual.

**It is necessary to submit these elements with your RFP response.** Failure to submit the required information with your response will render your proposal non-responsive.

## **6. REQUIRED PROPOSAL STATEMENTS**

This statements identified below must be included in your RFP response:

- A. A statement that the submitting firm will perform the services and adhere to the requirements described in this RFP, including any addenda (*reference the addenda by date and/or number*).
- B. Subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act.
- C. Proposers shall include a statement that describes the specific portion(s) of their submittal that are considered proprietary and should not be releasable as public information. Proposers should be aware that all such requests may be subject to legal review and challenge.
- D. Include a statement of assurance that you will not substitute members of your designated team without approval by the City of Placentia staff which declares there is no Conflict of Interest.
- E. Include a statement which declares there is no Conflict of Interests.
- F. Provide a statement attesting there has been no Collusion with other proposing firms.
- G. Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract. (Please note that actual Certificates of Insurance are not required as part of your submittal.)

## **7. EXCEPTIONS**

## 8. RESOURCE ALLOCATION AND COST PROPOSAL

Selection of the consultant will be made in accordance with the provisions of Chapter 10 of the California Government Code, Sections 4526 and 4529.5, stating that selection of professional services is based on competence and qualifications without regard to fee. The fee will be opened and evaluated to ensure the fee is reasonable for the services to be delivered after selection of the consultant based on qualifications is complete. Provide in a separate sealed envelope the proposed billing rates for all expected personnel to deliver services as described in the scope of work.

**All cost proposals shall be signed and dated per Section 5.0 above and shall be submitted in a separate sealed envelope.**

## 9. SUBMITTAL INSTRUCTIONS

### A. Time, Place and Format

Proposal submission due date: **JANUARY 30, 2024 at 5:00 P.M.**: No proposals will be considered for award unless properly and successfully submitted through the electronic bid management system at: <https://pbsystem.planetbids.com/portal/54600/portal-home> by the date and time specified on the cover page of this Request For Proposal. All proposals must be signed by an authorized representative.

All required sections, including pricing, shall be submitted via the website. Bidder is solely responsible for “on time” submission of their electronic proposal. The bid management system will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from PlanetBids, the bid management system indicating their bid was submitted successfully. The City will only receive those proposals that were transmitted successfully. **DO NOT FAX OR E-MAIL.**

NOTE: E-Bids/Proposals are sealed and cannot be viewed by the City or any other person or entity until the closing date and time. If you need to withdraw your bid, you may do so at any time before the bid deadline, by going back into the system and selecting “withdraw”.

Three physical copies of the final proposal shall be submitted to the City no later than two working days after the proposal deadline. The

consultant project cost proposal shall be submitted in a separate sealed envelope marked "Cost Proposal." Proposer's who do not include physical copies within the specified timeframe will be considered unresponsive and disqualified.

All proposals must be signed by an authorized representative and include the completed Summary Sheet and Certification of Proposal to the City of Placentia provided in Appendix "B" and "C" of this RFP.

Proposals must:

- Show page numbers for all pages in the proposal.
- Be on 8-1/2"x11" page size
  - states "***On-Call Construction Management and Inspection Services***"
  - identifies the proposer
- Must be addressed as follows:
  - City of Placentia
  - Attn: Chris Tanio, PE, Deputy Director/City Engineer
  - 401 E. Chapman Avenue
  - Placentia, CA 92870
- Proposals must address the requirements of the RFP as set forth in Section 5. They should be as concise as possible and must not contain any promotional, advertising or display material.

#### B. Cost proposal Submittal

A detailed hourly rate schedule shall be required for this RFP. If subcontracting, the rate structure for those services shall be included. On-call contracts resulting from this RFP will be awarded to firms whose Technical Proposal meets the technical requirements of the RFP. Proposals will be ranked in accordance with the evaluation criteria stated in this RFP. Should the consultants selected for each task or project be not able to reach an agreement on the fees for design services, the City reserves the right to enter negotiations with any of the qualified consultant on the on-call list.

#### C. Opening of Responses

All proposals are scheduled to be opened and considered within two weeks after the deadline date shown in Section 2 using evaluation procedures set forth in Section 10. Consultant selection may be delayed or postponed at the discretion of the City.

## **10. EVALUATION CRITERIA**

### **A. Selection Committee**

- a. Proposals submitted will be evaluated by a Selection Committee

### **B. Review of Proposals**

- a. The Selection Committee will use a point formula during the review process to individually score Project Proposals, as outlined in Section C below, "Project Proposal Evaluation Criteria." The Selection Committee will then be convened to review and discuss these evaluations and combine the individual scores to arrive at an average composite Project Proposal score for each firm. Firms that do not meet "Mandatory Elements" listed in Section C1 below will be eliminated from further consideration.
- b. After the composite Project Proposal score for each firm has been established based upon the "Qualitative Evaluation" criteria listed in Section C, the Selection Committee may request oral presentations from a subset of those firms with a minimum score of 70 points. Based upon score rankings, the three (3) highest ranking firms may be interviewed. The Selection Committee may also schedule a site visit, if applicable.
- c. The Cost Proposal of firms receiving a minimum score of 70 points on the qualitative review will be opened to ensure that the Cost Proposal is reasonable. The cost proposal for these services should consist of hourly rate for all classifications assigned to this project.

### **C. Project Proposal Evaluation Criteria**

Proposals will be evaluated using three (3) sets of criteria. Firms meeting the mandatory elements will have their proposals evaluated and scored. The following represent the principal selection criteria which will be considered during the evaluation process.

- a. Mandatory Elements
  - i. The firm is independent and properly licensed to practice in California.
  - ii. The firm has no conflict of interest with regard to any other work performed by the firm for the City.
  - iii. The firm adheres to the instructions in this RFQ on preparing and submitting the proposal.
  - iv. The firm included a Letter of Transmittal in the Project Proposal.
- b. Qualitative Evaluation (Maximum Points = 100)

In order to be considered the proposer must achieve at least 70 points. (Points will be assigned by the Department Director or Coordinator.)

  - i. Expertise and Experience (60 points)

1. The quality of the firm's and individual personnel's experience in providing professional design and engineering services for City Capital Improvement Projects as described in the Scope of Services. The quality of the personnel's demonstrated expertise in producing detailed plans and related engineering services.
  2. The quality of professional personnel's education, certifications, licenses, and years of experience designing plans and providing construction support. Demonstrated commitment to high quality customer service and public relations.
  3. Public agency references relative to personnel assigned to this contract; Long-term working relationships, multiple projects delivered for same agencies.
  4. Firm's statement on why it believes itself to be best qualified.
- ii. Scope of Work (20 points)
1. Contract scope of work outlined in Section 3 of the RFP is addressed, and the proposal demonstrates that the proposer thoroughly understands the City's needs and expectations, and how those will be met.
  2. Inclusion of additional work scope/deliverables that complements and enhances the City's scope of work which will ultimately deliver better services and construction projects.
- iii. Allocation of Resources (20 points)
1. Conceptual plan that outlines how the firm's resources will be leveraged to deliver Construction Management and Inspection Services that ultimately result in better projects.
  2. Identify any distinguishing features, resources, skills and/or services your firm can allocate to this contract to deliver the City's capital improvement projects.

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## LEGAL REQUIREMENTS

The contract awarded shall be governed in all respect by the laws of the State of California, and any litigation with respect thereto shall be brought in the courts of the State of California. The firm awarded the contract shall comply with applicable Federal, state and local laws and regulations and comply with the following terms:

- The City has the right to reject any and all proposals .
- All documents submitted in response to the RFP are public documents subject to disclosure as permitted by the California Public Records Act.
- The City is not liable for any costs incurred in responding to the RFP.
- From the issue date of this RFP until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any City staff except through the person named herein for questions. For violation of this provision, the City shall reserve the right to reject the proposal of the offending firm.
- The selected firm will be required to enter into a Professional Services Agreement with the City of Placentia which includes the City's Standard Terms and Conditions including insurance requirements.
- Proposals submitted early may be withdrawn by the firm prior to the Proposal due date specified above. Following the Proposal due date, the Proposal constitutes a binding offer and may not be withdrawn by the firm prior to the award.
- The City of Placentia reserves the right to: (a) waive minor irregularities or variances, non-material bid informalities or defects in any proposal; (b) reject any and all proposals, in whole or in part, submitted in response to this solicitation; (c) request clarifications from all firms; (d) request resubmissions from all firms; (e) make partial, progressive or multiple awards; and (f) take any other action as permitted by law and /or the City's Procurement Ordinance.

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**APPENDIX “A” – PROFESSIONAL SERVICES AGREEMENT (SAMPLE)**

**CITY OF PLACENTIA  
PROFESSIONAL SERVICES AGREEMENT  
WITH**

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THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”), by and between the CITY OF PLACENTIA, a municipal corporation (“City”), and \_\_\_\_\_, a [state] [type of corporation] (“Consultant”).

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to landscape architecture and accessibility design services, as more fully described herein; and

B. WHEREAS, Consultant represents that it is “design professional” as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; including credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit “A” (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement; and

E. WHEREAS, among other reasons, the City is hiring Consultant to perform accessibility design services at a public park within the City to comply with all applicable accessibility requirements. Accordingly, Consultant desires to perform these services and to bear all risk the City may bear resulting from accessibility designs that are not complaint.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant’s Proposal (“Proposal”), attached hereto as Exhibit “A” and incorporated herein by this reference, including but not limited to, preparing all design documents free from defects.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices, and with credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its

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service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section. Consultant also warrants that it has ownership of all intellectual property being provided under this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All

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insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 25% of the total contract sum or \$25,000 whichever is more. The City Engineer is authorized to approve a Change Order for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

## **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A".

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

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#### 4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of \_\_\_\_\_ months, ending on \_\_\_\_\_, 20\_\_\_, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished

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design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

## **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant

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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

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responsible for payments of damages to persons or property.

**6.0. GENERAL PROVISIONS**

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Attn: \_\_\_\_\_

IF TO CITY:

City of Placentia  
401 E. Chapman  
Placentia, CA 92870  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Attn: \_\_\_\_\_

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of

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the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness, or willful misconduct by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits

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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

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required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of

\_\_\_\_\_ which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF PLACENTIA,  
A municipal corporation

\_\_\_\_\_  
City Administrator

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk and ex-officio Clerk  
of the City of Placentia

CONSULTANT

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

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Risk Management

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

Project Manager

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL

Name, Title

Date: \_\_\_\_\_

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**EXHIBIT A**

**CONSULTANT'S PROPOSAL AND SCOPE OF WORK**

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**EXHIBIT B**

**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**

**APPENDIX B**  
**SUMMARY SHEET**

Firm Name: \_\_\_\_\_

Firm Parent or Ownership: \_\_\_\_\_

Firm Address: \_\_\_\_\_

\_\_\_\_\_

Firm Telephone Number: \_\_\_\_\_

Firm Fax Number: \_\_\_\_\_

Number of years in existence: \_\_\_\_\_

Management Contact (person responsible for direct contact with the City of Placentia and services required for this Request for Proposal):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Project Manager (Person responsible for day-to-day servicing of the account):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Types of services provided by the firm: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX C

### CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated JANUARY 9, 2024, and to be bound by the terms and conditions of the RFP.
2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated JANUARY 9, 2024.
5. This firm has carefully read and fully understands all of the items contained in the RFP. This firm agrees to all of the requirements except for those disclosed by the firm in project proposal, listed on an attachment.
6. The proposal shall be valid for 90 days from JANUARY 9, 2024.

Name of Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B**

**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**



# CERTIFICATE OF LIABILITY INSURANCE

5/1/2024

DATE (MM/DD/YYYY)

5/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies 3280 Peachtree Road NE, Suite #1000 Atlanta GA 30305 (404) 460-3600	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER B : National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER C : The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER D : Transportation Insurance Company</td> <td>20494</td> </tr> <tr> <td>INSURER E : Navigators Specialty Insurance Company</td> <td>36056</td> </tr> <tr> <td>INSURER F : National Fire and Marine Insurance Co</td> <td>20079</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Valley Forge Insurance Company	20508	INSURER B : National Fire Insurance Co of Hartford	20478	INSURER C : The Continental Insurance Company	35289	INSURER D : Transportation Insurance Company	20494	INSURER E : Navigators Specialty Insurance Company	36056	INSURER F : National Fire and Marine Insurance Co
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<b>INSURED</b> 1491108 NV5, Inc. 163 Technology Drive Suite 100 Irvine CA 92618															

**COVERAGES** Irvine      **CERTIFICATE NUMBER:** 17517289      **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Cross Liab Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	7014856125	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	7014842659	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ \$0	N	N	CUE 7014841883	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B D	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	7014842824(AOS) 7014842810(CA)	5/1/2023 5/1/2023	5/1/2024 5/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E F A	Excess Liab Prof/Poll Liab Bus Per Prop	N	N	GA23EXRZ0DWT51C 42-EPP-321328-02 7014856125	5/1/2023 5/1/2023 5/1/2023	5/1/2024 5/1/2024 5/1/2024	Ea. Claim/Agg. \$10M/\$10M Ea. Claim/Agg. \$10M/\$20M Limit \$19,301,609

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant are included as additional insureds on a Primary and Non-contributory basis if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy. \*SEE PAGE TWO\*

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

<b>17517289</b> City of Placentia 401 E. Chapman Ave. Placentia CA 92870	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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A waiver of subrogation applies in favor of the additional insureds if required by written contract with respect to Workers' Compensation per the terms and conditions of the policy where permitted by state law.



## Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A. in the performance of your ongoing operations subject to such **written contract**; or
  - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
    - 1. the **written contract** requires you to provide the additional insured such coverage; and
    - 2. this **coverage part** provides such coverage.
- II.** But if the **written contract** requires:
- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
  - B. additional insured coverage with "arising out of" language; or
  - C. additional insured coverage to the greatest extent permissible by law;
- then paragraph **I.** above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the **written contract**; or
  - B. a higher limit of insurance than required by the **written contract**.
- IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - 2. supervisory, inspection, architectural or engineering activities; or
  - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

### Primary and Noncontributory Insurance

CNA75079XX (10-16)

Policy No: 7014856125

Page 1 of 2

Effective Date: 05/01/2023

Insured Name: NV5 Global, Inc

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## Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

**VI.** Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**VII.** Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

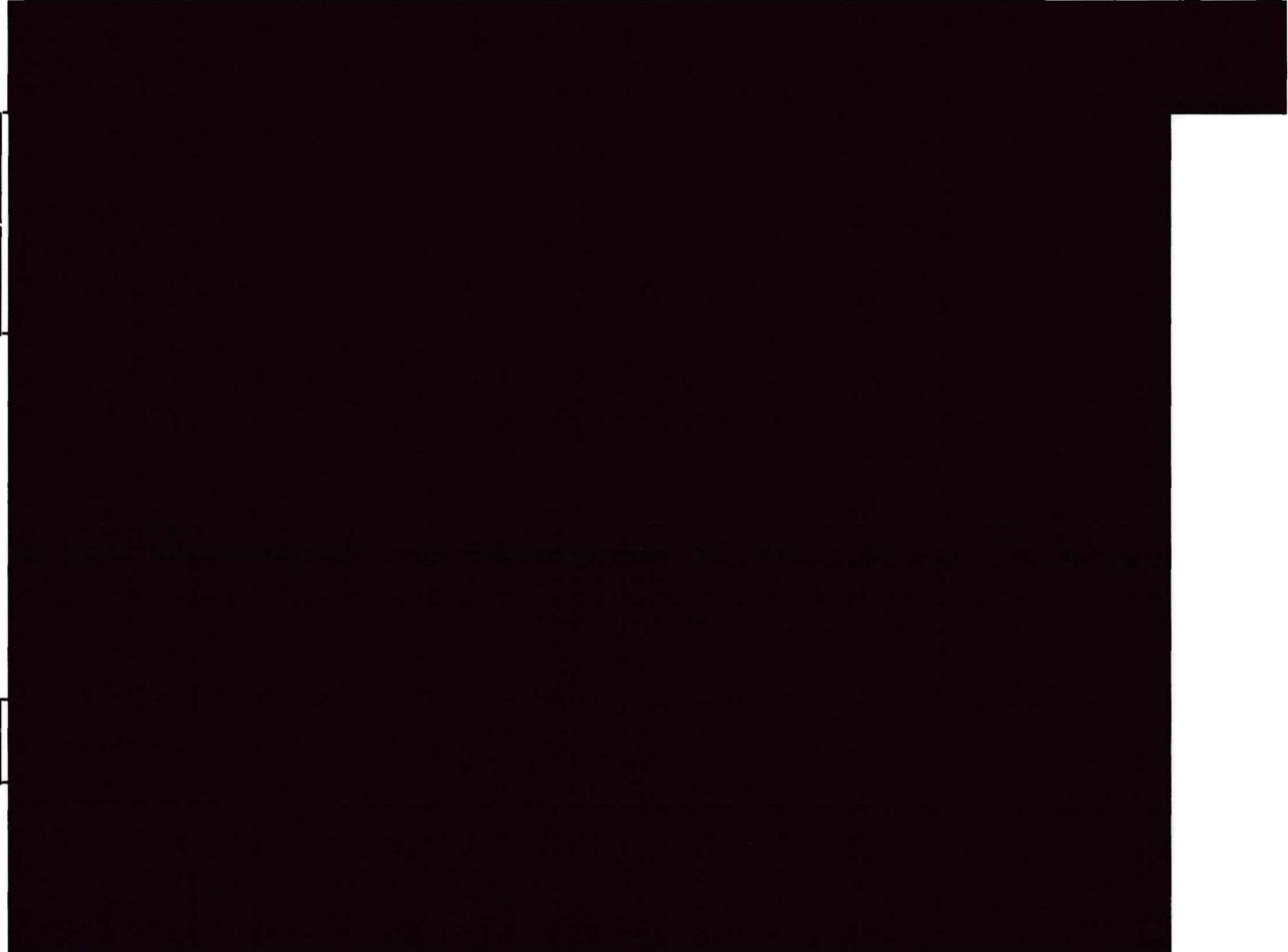
This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

<b>SCHEDULE</b>
-----------------

<b>Name Of Person Or Organization:</b>
--





It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA68021XX (02-2013)

Endorsement Effective Date: 05/01/2023

Policy No: 7014856125, 7014842659, 7014841883



ADDITIONAL INSURED ENDORSEMENT - CONTRACTUAL OBLIGATION
---

It is understood and agreed that this endorsement amends the BUSINESS AUTO COVERAGE FORM as follows:

<b>SCHEDULE</b>
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. Paragraph A.1. Who Is An Insured of Section II - LIABILITY COVERAGE is amended to include as an additional insured the person or organization scheduled above, but only if you are required by "written contract" to make that person or organization an additional insured under this policy.
2. The insurance provided to the additional insured is limited as follows:
  - a. The person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of a covered "auto" and caused by your negligent acts or omissions or the negligent acts or omissions of someone, other than the additional insured, for whom you are legally liable.
  - b. The person or organization is not an additional insured for the person or organization's own acts or omissions, nor those of anyone, other than you, for whom the person or organization is legally liable.
  - c. We will not provide the additional insured any broader coverage or any higher limit of liability than the least that is:
    - (1) Required by the "written contract"; or
    - (2) Afforded to you under this policy.

3. Condition 2. Duties In the Event of Accident, Claim, Suit or Loss of Section IV - BUSINESS AUTO CONDITIONS is amended to add the following conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- a. Give us written notice of an "accident" which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- b. Agree to make available any other insurance the additional insured has for a loss we cover under this policy;
- c. Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- d. Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this policy. But if the "written contract" requires this insurance to be primary and non-contributory, this provision d. does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a "suit".

4. Only for the purpose of the insurance provided by this endorsement, SECTION V - DEFINITIONS is amended to add the following definition:

Form No: CNA71526XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: BUA 7014842659

Policy Effective Date: 05/01/2023

Endorsement No: 63; Page: 1 of 2

Policy Page: 281 of 1414

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606



“Written contract” means a written contract or written agreement that requires you to make a person or organization an additional insured under this policy, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to the accident for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71526XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: BUA 7014842659

Policy Effective Date: 05/01/2023

Policy Page: 282 of 1414

Endorsement No: 63; Page: 2 of 2

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL  
60606

Attachment Code: D587561 Master ID: 1491108, Certificate ID: 17517289



### ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

#### SCHEDULE

Name of Additional Insured Persons Or Organizations
AS REQUIRED BY CONTRACT

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

00000768265945765833



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.

<b>Named Insured:</b> NV5 Global, Inc <b>Endorsement Effective Date:</b> 05/01/2023
--

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE SUCH RIGHT OF RECOVERY IN A WRITTEN CONTRACT OR AGREEMENT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



**CNA**

**I**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

**Policy No. 7014842824**

Workers' Compensation

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Policy : 7014842824

Endorsement Effective Date **05/01/2023**

**CNA**

**POLICY NO: 7014842824  
WORKERS COMPENSATION**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations. All other terms and conditions of the policy remain unchanged. This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC00 03 13 (04-1984)

Endorsement Effective Date: 5/1/2023

Policy: 7014842824

CNA

WORKERS COMPENSATION

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

**Schedule**

1.  Specific Waiver  
 Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: Waiver of Subrogation Operations

Premium:

The premium charge for this endorsement shall be premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

1. Advance Premium: Waiver of Subrogation Advance Premium

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No:WC.:42 03 04 B (06-2014)  
Endorsement Effective Date:05/01/2023  
Policy No. 7014842824

CNA

## UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

### **Schedule**

Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 43 03 05 (07-2000)

Endorsement Effective Date: 05/01/2023

Policy No. 7014842824



**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS**

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

**PREMIUM CHARGE** - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is Blanket Waiver of Subrogation Percentage Charge%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



**NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS**

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: CC68021A (02-2013)  
Endorsement Effective Date: 05/01/23

Policy No: 7014842824; 7014842810

Contractor's Equipment Coverage

Coverage: Contractor's Equipment

Carrier: Continental Insurance Company

Effective: 5/1/23-5/1/24

Policy Number: 7014900785

Blanket Policy Limit: \$8,024.397

Limit Per Item: \$500,000

Blanket Short-Term Equipment Leased, Borrowed, or Rented From Others Limit: \$100,000 Per occurrence/item



# *City of Placentia*

## **Professional Services Agreements for On-call Construction Management and Inspection Services**

**May 7, 2024**

# Background

---

- City advertised a Request for Proposals on January 9, 2024 for construction management and inspection services. These services include:
  - Preconstruction tasks, including constructability review
  - Inspection which ensures work is completed in accordance with the contract documents
  - Project closeout and commissioning
- 17 proposals were received from qualified firms. Of those 17 proposals the top 6 are being recommended by Staff



# Background

- Top 6 firms were selected based upon the following criteria:
  - Expertise and Experience (60%)
  - Scope of Work (20%)
  - Allocation of resources (20%)
- Firms recommended:

On-Call Construction Management & Inspection Services		
Ranking	Consultant	TOTAL SCORE
1	Bowman Infrastructure Engineers	94
2	Berg & Associates	91
3	Ardurra	87
4	Totum	83
5	Z&K Consultants	81
6	NV5	80



# Background

---

- Relevant Firm Experience
  - Ardurra
    - City of Anaheim – Fire Station #5 - \$5.4 million design-build construction value
  - Berg and Associates
    - OCTA - Anaheim Canyon Metrolink Station - \$30 million construction value
  - Infrastructure Engineers
    - City of Placentia – TOD Crowther Sewer – \$4.7 million construction value
  - NV5
    - City of Placentia – FY 19-20 Arterial Roadway Rehab – \$1.2 million construction value
  - Totum
    - City of Placentia - Placentia Navigation Center - \$3 million construction value, currently CM on Public Safety Building \$20 million construction value
  - Z&K
    - City of Tustin – Veteran Sports Park – \$2.4 million construction value



# Discussion

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- What is an On-Call Agreement?
  - On-call contracts allow public agencies to select firms from an established roster when a need for specific services arises
- Benefits to On-call Agreements
  - Allows City and CM to quickly mobilize services under pre-negotiated terms and conditions
  - Reduces Staff administrative time dedicated to the typical procurement process
  - Allows projects to move forward more efficiently while maintaining fiscal prudence



# Discussion

## Typical Procurement Process Timeline (12-14 weeks)



## On-call Agreement Timeline (4 weeks)



# Budget

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- No immediate fiscal impact
  - When projects are budgeted for construction, a portion of funds are allocated towards Construction Management and Inspection
  - This cost is typically 15% of the construction cost and is referenced in the City Council Report on the construction contract.
- Example:
- Total \$1,000,000 project cost
  - \$800,000 for construction items
  - \$120,000 (15%) for construction management and inspection
  - \$80,000 (10%) for contingency
- Each agreement limits the contracting capacity with any one consultant to \$500,000 with a 10% contingency (subject to CA approval).
- The combined agreement limit is \$3,000,000 with a 10% contingency (subject to CA approval) and follows the City's purchasing policy requirements



# Staff Recommendation

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- 1. Approve a Professional Services Agreement with Infrastructure Engineers, a Bowman company, for professional consulting services to provide construction management and inspection services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed \$500,000; and
- 2. Approve a Professional Services Agreement with Berg & Associates, Inc. for professional consulting services to provide construction management and inspection services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed \$500,000; and
- 3. Approve a Professional Services Agreement with Ardurra Group, Inc., for professional consulting services to provide on-call professional construction management and inspection services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed \$500,000; and
- 4. Approve a Professional Services Agreement with Totum corp. for professional consulting services to provide on-call professional construction management and inspection services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed \$500,000; and



# Staff Recommendation

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- 5. Approve a Professional Services Agreement with Z&K Consultants, Inc., for professional consulting services to provide on-call professional construction management and inspection services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed \$500,000; and
- 6. Approve a Professional Services Agreement with NV5, Inc., for professional consulting services to provide on-call professional construction management and inspection services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed \$500,000; and
- 7. Authorize the City Administrator to approve any contract term extensions based upon consultant performance and amendments up to 10% of the individual contract not-to-exceed amounts, or \$50,000; and
- 8. Authorize the City Administrator to execute the above-mentioned Professional Services Agreements, in forms approved by the City Attorney.



# Questions & Comments

