



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

MAYOR JEREMY B. YAMAGUCHI  
District 3

KEVIN KIRWIN  
Mayor Pro Tem  
District 2

RHONDA SHADER  
Councilmember  
District 1

WARD L. SMITH  
Councilmember  
District 5

CHAD P. WANKE  
Councilmember  
District 4

Robert S. McKinnell  
City Clerk

Kevin A. Larson  
City Treasurer

Damien R. Arrula  
City Administrator

Christian L. Bettenhausen  
City Attorney

**AGENDA  
November 19, 2024**

**Council Chambers  
401 E Chapman Ave.  
Placentia, CA 92870**

**Phone: (714) 993-8117**

**Email: [administration@placentia.org](mailto:administration@placentia.org)  
[www.placentia.org](http://www.placentia.org)**

**Mission Statement**

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

**Vision Statement**

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

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

**Procedures for Addressing the Council/Board Members**

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

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

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

**Special Accommodations**

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

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

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

**PLACENTIA CITY COUNCIL REGULAR MEETING AGENDA - CLOSED SESSION**

**November 19, 2024**

**5:00 p.m. - City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:**

**ROLL CALL:**

**Councilmember/Board Member Shader**

**Councilmember/Board Member Smith**

**Councilmember/Board Member Wanke**

**Mayor Pro Tem/Board Vice Chair Kirwin**

**Mayor/Board Chair Yamaguchi**

**ORAL COMMUNICATIONS:**

*At this time the public may address the City Council and Boards of Directors concerning any items on the Closed Session Agenda only. There is a five (5) minute time limit for each individual addressing the City Council and Boards of Directors. The City Council and Boards of Directors will recess to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings.*

**CLOSED SESSION PROCEEDINGS:**

Pursuant to Government Code Section 54957

**PUBLIC EMPLOYEE APPOINTMENT/RECRUITMENT**

Title: City Administrator

Pursuant to Government Code Section 54956.8

**CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

Property: 201 N. Bradford Avenue

Agency Negotiator: Joseph Lambert, Director Development Services and Andrew Gonzales, Planning Manager

Negotiating Party: DISH Wireless, LLC

Under Negotiations: Price and Terms of Payment

Pursuant to Government Code Section 54956.9(d)(2)

**CONFERENCE WITH LEGAL COUNSEL -- Anticipated Litigation**

(1 case)

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

**REGULAR MEETING AGENDA**  
**November 19, 2024**  
**7:00 p.m. - City Council Chambers**  
**401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:**

**ROLL CALL:**

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

**INVOCATION: Chaplain Kenneth Curry**

**PLEDGE OF ALLEGIANCE:**

**PRESENTATIONS:**

- a. **Proclamation of November as Family Court Awareness Month**  
Presenter: Mayor Yamaguchi and City Council  
Recipient: Jana Laborde, Family Court Awareness Committee
  
- b. **Placentia Chamber of Commerce Annual Report**  
Presenters: Walt Lynch and Michele Severson

**CLOSED SESSION REPORT:**

**CITY ADMINISTRATOR REPORT:**

**ORAL COMMUNICATIONS:**

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

**CITY COUNCIL MEMBER COMMENTS:**

**1. CONSENT CALENDAR (1.a. to 1.j):**

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

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

Fiscal Impact: None

Recommended Action:  
Approve.

1.b City Fiscal Year 2024-25 Registers for November 19, 2024

**Check Register**

Fiscal Impact: \$ 573,236.60

**Electronic Disbursement Register**

Fiscal Impact: \$ 696,380.96

Recommended Action: It is recommended that the City Council:

1. Receive and file.

1.c Acceptance of Construction Work and Notice of Completion for the City Hall Administrative Office Area Improvement Project, City Project No. 5307

Fiscal Impact:

Expense:	\$ 130,900.00	Original Construction Contract
	\$ -1,022.00	Balancing Contract Change Order No. 1
	\$ 129,878.00	Total Construction Cost

Budgeted: \$ 181,232.06 FY 2023-24 & FY 2024-25 CIP Budget

Recommended Action: It is recommended that the City Council:

1. Accept the work performed by RS Construction & Development, Inc. for construction of the City Hall Administrative Office Area Improvement Project, City Project No. 5307 for a total amount of \$129,878.00; and
2. Authorize the Acting City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and
3. Authorize the Acting City Administrator to release retention funds in accordance with the terms of the contract.

1.d Acceptance of two Resignations from the Streetscape and Transportation Advisory Commission and Consideration of the Appointment of a New Commissioner

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1. Accept the resignation of Nick Polichetti from the Streetscape and Transportation Advisory Commission effective October 1, 2024; and
2. Accept the resignation of Thomas Ingalls from the Streetscape and Transportation Advisory Commission effective November 4, 2024; and
3. Consider the appointment of alternate member Anthony Marhoefer to the Streetscape and Transportation Advisory Commission effective December 1, 2024; and
4. Direct Staff to update the City's master Commission//Committee vacancy list to include vacancies on the Streetscape and Transportation Advisory Commission and solicit applications.

1.e [Acceptance of Construction Work and Notice of Completion for the Wayfinding Directional Signage Project Phase 1, City Project No.1403](#)

Fiscal Impact:

Expense: \$ 86,146.49 Original Construction Contract

\$ 15,853.51 Change Order No. 1

\$ 2,170.00 Change Order No. 2 & 3

\$104,170.00 Total Construction Cost

Budgeted: \$200,000.00 FY 2023-24 & FY 2024-25 CIP Budget

Recommended Action: It is recommended that the City Council:

1. Accept the work performed by Square Signs LLC DBA Front Signs, for construction of the Wayfinding Directional Signage Project (Wayfinding Project Phase I), City Project No. 1403 for a grand total amount of \$104,170; and
2. Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and
3. Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

1.f [Agreement with St. Jude Hospital to Accept a Healthy Communities Initiative Grant to Support Community Health and Wellness](#)

Fiscal Impact:

Expense: \$60,000 (St. Jude Grant)

Revenue: \$60,000 (St. Jude Grant)

Recommended Action: It is recommended that the City Council:

1. Approve a Restricted Project Grant Agreement with St. Jude Hospital to accept a \$60,000 Healthy Communities Initiative Grant to support community health and wellness; and
2. Approve Resolution No. R-2024-72, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2024-25 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
3. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.g [Measure M \(M2\) Expenditure Report for Fiscal Year 2023-24](#)

Fiscal Impact: There is no fiscal impact to the recommended action.

Recommended Action: It is recommended that the City Council:

1. Adopt Resolution No. R-2024-76, a Resolution of the City Council of the City of Placentia, California, concerning the Fiscal Year 2023-24 Measure M2 (M2) Expenditure Report for the City of Placentia.

1.h [Approval of Final Tract Map No. 19183 for the development of an approximate 1.3-acre site with 39 residential townhome units located at 1952 & 1958 East Veterans Way within the High Density Residential \(R-3\) Zoning District](#)

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1. Approve Final Tract Map No. 19183, subject to final review and approval by the County Surveyor; and
2. Accept the offer of easement dedication for ingress and egress purposes for emergency and public security vehicles; and
3. Authorize the Mayor and City Clerk to execute a Subdivision Improvement Agreement, in a form approved by the City Attorney for public improvements associated with Tract Map 19183; and
4. Authorize the City Clerk to sign Final Tract Map No. 19183.

1.i [Grant of Easement to Southern California Edison for Electric Utility Systems Located at 2210 Valencia Avenue, Koch Park](#)

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1. Approve the Grant of Easement to Southern California Edison for electric utility systems located at 2210 Valencia Avenue, Koch Park; and
2. Authorize the Acting City Administrator to execute the Grant of Easement on behalf of the City in a form approved by the City Attorney.

1.j [Approval of Plans and Specifications and Award of Construction Contract to All American Building Services for the FY 2024-2025 Residential Street Curb Ramps Project, City Project No. 2503](#)

Fiscal Impact:

Expense:	\$ 96,800	<u>Total Construction Contract Amount</u>
	\$ 88,000	Construction Contract Amount
	\$ 8,800	Construction Contingency Amount
Available Budget:	\$100,000	Fiscal Year 2024-2025 CIP Budget (602503-6741)

Recommended Action: It is recommended that the City Council:

1. Approve Plans and Specifications prepared by City Staff and approve a Public Works Agreement with All American Building Services for the FY 2024-2025 Residential Street Curb Ramps Project in the amount of \$88,000; and
2. Reject all other bids received and authorize return of the bid bonds; and
3. Authorize the Acting City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or \$8,800, for a total construction contract not-to-exceed amount of \$96,800; and
4. Authorize the Acting City Administrator and/or her designee to execute all necessary documents, in a form approved by the City Attorney.

**2. PUBLIC HEARINGS: None**

### 3. REGULAR AGENDA:

#### 3.a Approval of Specifications and Award of Construction Contract to Roy Allan Slurry Seal, Inc. for the Fiscal Year 2023-24 Residential Streets Slurry Seal Project

##### Fiscal Impact:

Expense: \$1,896,403.90 Total Construction Costs  
\$1,651,276.27 Construction Contract Amount  
\$ 165,127.63 Construction Contingency Amount  
\$ 80,000.00 Construction Inspection Costs

Budgeted: \$1,896,403.90 Total Project Funds  
\$ 996,239.56 FY24/25 Measure U Funds  
\$ 460,000.00 FY24/25 McFadden Park Playground Renovation  
(Resolution R-2024-73)  
\$ 250,000.00 FY24/25 Funds from Wayfinding Signs – Residential  
(Resolution R-2024-73)  
\$ 180,164.34 FY24/25 Funds from Tynes Gym Roof Replacement  
(Resolution R-2024-73)  
\$ 10,000.00 City of Anaheim’s Project Share  
(Resolution R-2024-73)

##### Alternate Recommendation

Expense: \$2,598,321.49 Total Construction Cost  
\$2,289,383.17 Construction Contract Amount  
\$ 228,938.32 Construction Contingency Amount  
\$ 80,000.00 Construction Inspection Costs

##### Alternate Recommendation

Budgeted: \$2,598,321.49 Total Project Funds  
\$1,203,000.00 FY24/25 Measure M Funds  
\$1,385,321.49 FY24/25 SB1/RMRA Funds  
\$ 10,000.00 City of Anaheim’s Project Share  
(Resolution R-2024-74)

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

1. Approve the Engineered Specifications prepared by NV5 Inc. for the FY 2023-24 Residential Streets Slurry Seal Project; and
2. Approve a Public Works Agreement with Roy Allan Slurry Seal, Inc., for the FY 2023-24 Street Rehabilitation Project in the amount of \$1,651,276.27; and
3. Reject all other bids received and authorize return of the bid bonds; and
4. Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or \$165,127.63, for a total construction contract not-to-exceed amount of \$1,816,403.90; and
5. Approve a Cooperative Agreement with the City of Anaheim for the construction cost for Anaheim’s fair share of roadway rehabilitation project that is estimated to be \$10,000, with the final cost to be based at actual construction completion; and
6. Approve a purchase order with Bowman Company to provide construction inspection and material testing services for a not-to-exceed amount of \$80,000;

and

- 7. Adopt Resolution No. R-2024-73, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2024-25 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
- 8. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

As an alternate recommendation City Council may take the following actions:

- 1. Approve the Engineered Specifications prepared by NV5 Inc. for the FY 2023-24 Residential Streets Slurry Seal Project; and
- 2. Reject all bids received for the FY 2023-24 Arterial Street Rehabilitation Project; and
- 3. Approve a Public Works Agreement with Roy Allan Slurry Seal, Inc., for the FY 2023-24 Residential Streets Slurry Seal Project in the amount of \$2,289,383.17; and
- 4. Reject all other bids received and authorize return of the bid bonds; and
- 5. Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or \$228,938.32, for a total construction contract not-to-exceed amount of \$2,518,321.49; and
- 6. Approve a Cooperative Agreement with the City of Anaheim for the construction cost of Anaheim’s fair share of roadway rehabilitation that is estimated to be \$10,000, with the final cost to be based at actual construction completion; and
- 7. Approve a purchase order with Bowman Company to provide construction inspection and material testing services for a not-to-exceed amount of \$80,000; and
- 8. Adopt Resolution No. R-2024-74, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2024-25 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
- 9. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

3.b [Approval of Plans and Specifications and Award of Construction Contract to Sequel Contractors, Inc. for the Fiscal Year 2023-24 Arterial Street Rehabilitation Project, City Project No. 6098](#)

Fiscal Impact:

Expense:	\$3,337,060.44 Total Construction Cost	
	\$2,824,600.40 Construction Contract Amount	
	\$ 282,460.04 Construction Contingency Amount	
	\$ 120,000.00 Construction Inspection Costs	
	\$ 110,000.00 City of Fullerton Reimbursement	
Available Budget:	\$3,337,060.44 Total Project Budget	
	\$1,497,000.00 Fiscal Year 2024-25 CIP (171301-6740)	RMRA Funds
	\$ 426,760.44 Fiscal Year 2024-25 CIP (181301-6740)	Measure U
	\$ 25,000.00 Fiscal Year 2024-25 CIP (791301-6740)	Citywide Storm
Drain		

\$1,203,000.00 Fiscal Year 2024-25 CIP (791301-6740) Measure M  
\$ 185,300.00 Fiscal Year 2024-25 CIP (181301-6740) TOD Streetscap

Recommended Action: It is recommended that the City Council:

1. Approve the Engineered Plans and Specifications prepared by NV5 Inc. for the FY 2023-24 Street Rehabilitation Project No. 6098; and
2. Approve a Public Works Agreement with Sequel Contractors Inc., for the FY 2023-24 Street Rehabilitation Project in the amount of \$2,824,600.40; and
3. Reject all other bids received and authorize return of the bid bonds; and
4. Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or \$282,460.04, for a total construction contract not-to-exceed amount of \$3,107,060.44; and
5. Approve a Cooperative Agreement with the City of Fullerton for the construction cost for Placentia's share of an adjacent roadway rehab project that is estimated to be \$110,000, with the final cost to be based at actual construction completion; and
6. Approve a purchase order with Bowman Company to provide construction inspection and material testing services for a not-to-exceed amount of \$120,000; and
7. Adopt Resolution No. R-2024-75, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2024-25 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
8. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

3.c [Review the 35% rendering of the Proposed Placentia Dog Park Project No. 7405](#)

Fiscal Impact:

Expense: \$106,050 RHA Architectural and Engineering Services for Phase II  
Budget: \$ 56,250 FY 2023-24 CIP Budget (QUIMBY)  
\$ 49,800 Parks & Rec Impact Fee fund

Recommended Action:

It is recommended that the City Council:

1. Review the 35% design renderings and provide feedback and direction for Staff.

3.d [Study Session: Establishment of the Placentia Centennial Celebration Steering Committee](#)

Fiscal Impact:

There is no fiscal impact associated with this item at this time.

Recommended Action: It is recommended that the City Council:

1. Receive and File the Staff Report; and
2. Ask any questions of Staff; and
3. Review and approve the composition of the Centennial Steering Committee; and
4. Designate two (2) City Council Members to serve on the Centennial Steering

- Committee; and
5. Review and approve the application for the Centennial Steering Committee; and
  6. Authorize Staff to begin recruitment for the Steering Committee Members.

3.e [Appointment to the Orange County Vector Control District](#)

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1. Consider Mr. Craig S. Green for reappointment to the Orange County Vector Control District (OCVCD) Board of Trustees, or a successor, for a two (2) or four (4) year term; and
2. Direct Staff to notify the OCVCD of the City Council's appointment; and
3. Direct Staff to update the City's intergovernmental agencies, associations and subcommittees list.

**CITY COUNCIL MEMBERS REQUESTS:**

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

**ADJOURNMENT**

*The City Council/Successor Agency/ICDA/PPFA Board of Directors will adjourn to a regular City Council meeting on Tuesday, December 3, 2024 at 5:30 p.m.*

**TENTATIVE AGENDA FORECAST:**

- *PSA for on-call contract for traffic engineer*
- *Resolution to amend the pay schedule for Part-time Employees per State Minimum Wage Increase*
- *Increase in rates for tow company, extension of contract*
- *Award of Contract for False Alarm Services*
- *Approve offer letter packages for Construction Easements for Golden Avenue Bridge*
- *Approval of Vesting Tentative Map No. 19300, subdivision of four (4) parcels into three parcels for townhouse condominium subdivision: 440 N. Jefferson Street*

**CERTIFICATION OF POSTING**

*I, Carole M. Wayman, Deputy City Clerk for the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority, the Successor Agency, and the Placentia Financing Authority hereby certify that the Agenda for the November 19, 2024, meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on November 14, 2024.*

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*Carole M. Wayman, Deputy City Clerk*



Agenda Item No: 1.b

## PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: November 19, 2024

Submitted by: Gabriela Calin

From: Finance

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### **Subject:**

City Fiscal Year 2024-25 Registers for November 19, 2024

### **Check Register**

Fiscal Impact: \$ 573,236.60

### **Electronic Disbursement Register**

Fiscal Impact: \$ 696,380.96

### **Recommendation:**

Recommended Action: It is recommended that the City Council:

1. Receive and file.

### **Attachments**

[Check Register for 11.19.2024.pdf](#)

[ACH Check Register for 11.19.2024.pdf](#)

**City of Placentia**  
**Check Register**  
 For 11/19/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
					<b>Grand Total:</b>	<b>573,236.60</b>			
<b>Check Totals by ID</b>									
	AP				573,236.60				
	EP				0.00				
	IP				0.00				
	OP				0.00				
					<b>Void Total:</b>	<b>0.00</b>			
					<b>Check Total:</b>	<b>573,236.60</b>			
<b>Check Totals by Fund</b>									
	<b>Fund Name</b>								
	101-General Fund (0010)				453,399.45				
	117-Measure U Fund (0079)				45,638.87				
	210-Measure M (0018)				19,686.72				
	215-Air Quality Management (0019)				4,921.68				
	225-Asset Seizure (0021)				3,295.09				
	227-Explorer Grant NOC (0076)				838.84				
	265-Landscape Maintenance (0029)				31,083.60				
	401-City Capital Projects (0033)				11,613.44				
	501-Refuse Administration (0037)				1,412.50				
	610-Equipment Replacement (0041)				746.41				
	701-Special Deposits (0044)				600.00				
	<b>Check Total:</b>				<b>573,236.60</b>				

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 11/13/2024**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	AMAZON CAPITAL SERVICES V012336	FIRE PREV OFFICE SUPPLIES	103067-6315 Office Supplies	AP102924	45.89	1NN9-DNHM-		00132877	10/31/2024
MW OH	AMAZON CAPITAL SERVICES V012336	FIRE OPERATION SUPPLIES	103066-6134 Vehicle Repair & Maintenance	AP102924	197.91	1NN9-DNHM-		00132877	10/31/2024
MW OH	AMAZON CAPITAL SERVICES V012336	FIRE ADMIN SUPPLIES	103065-6301 Special Department Expenses	AP102924	18.12	1NN9-DNHM-		00132877	10/31/2024
MW OH	AMAZON CAPITAL SERVICES V012336	FIRE OPERATION SUPPLIES	103066-6301 Special Department Expenses	AP102924	288.58	1NN9-DNHM-		00132877	10/31/2024
MW OH	AMAZON CAPITAL SERVICES V012336	FIRE PREVENTION SUPPLIES	103067-6301 Special Department Expenses	AP102924	105.48	1NN9-DNHM-		00132877	10/31/2024
<b>Check Total:</b>					<b>655.98</b>				
MW OH	ARAMARK REFRESHMENT V000081	2999 E LA JOLLA-COFFEE/WATER	109595-6052 Common Area Supplies	AP102924	303.32	105848627		00132878	10/31/2024
MW OH	ARAMARK REFRESHMENT V000081	1530 VALENCIA -COFFEE/WATER	109595-6052 Common Area Supplies	AP102924	830.80	105848630		00132878	10/31/2024
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN-COFFEE/WATER	109595-6052 Common Area Supplies	AP102924	398.00	105848631		00132878	10/31/2024
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN-COFFEE/WATER -PD	109595-6052 Common Area Supplies	AP102924	379.40	105848632		00132878	10/31/2024
MW OH	ARAMARK REFRESHMENT V000081	110 S BRADFORD -COFFEE/WATER	109595-6052 Common Area Supplies	AP102924	74.45	105848633		00132878	10/31/2024
MW OH	ARAMARK REFRESHMENT V000081	900 S MELROSE -COFFEE/WATER	109595-6052 Common Area Supplies	AP102924	359.87	105848634		00132878	10/31/2024
<b>Check Total:</b>					<b>2,345.84</b>				
MW OH	ARTHOUSE MANUFACTORY V012938	DEPOSIT - PD CONFERENCE TABLE	795301-6850 Building & Facilities	AP102924	3,209.25	0080	P13684	00132879	10/31/2024
<b>Check Total:</b>					<b>3,209.25</b>				
MW OH	AT & T	10/2-11/01 CH FIBER LINE	109595-6215	AP102924	116.99	24-OCT CH		00132880	10/31/2024

**City of Placentia  
Check Register  
For 11/13/2024**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008736		Telephone/Internet						
MW OH	AT & T V008736	10/9-11/08 FD2 FIBER LINE	109595-6215 Telephone/Internet	AP102924	85.60	FD STA2 OCT24		00132880	10/31/2024
MW OH	AT & T V008736	10/13-11/12 KOCH PARK INT	109595-6215 Telephone/Internet	AP102924	84.89	KP OCT 24		00132880	10/31/2024
				<b>Check Total:</b>	<b>287.48</b>				
MW OH	AT & T MOBILITY V008709	10/8-11/07 IPAD CHARGES	109595-6215 Telephone/Internet	AP102924	544.14	X10152024		00132881	10/31/2024
				<b>Check Total:</b>	<b>544.14</b>				
MW OH	AT&T MOBILITY V011025	9/11-10/10 PW FIRSTNET	109595-6215 Telephone/Internet	AP102924	1,512.54	23947525		00132882	10/31/2024
MW OH	AT&T MOBILITY V011025	9/11-10/10 CS FIRSTNET	109595-6215 Telephone/Internet	AP102924	400.87	23947525		00132882	10/31/2024
MW OH	AT&T MOBILITY V011025	9/11-10/10 OUTSTATION FIRSTNET	109595-6215 Telephone/Internet	AP102924	40.24	23947525		00132882	10/31/2024
MW OH	AT&T MOBILITY V011025	9/11-10/10 ADMIN FIRSTNET	109595-6215 Telephone/Internet	AP102924	160.96	23947525		00132882	10/31/2024
MW OH	AT&T MOBILITY V011025	9/14-10/13 FD FIRSTNET	109595-6215 Telephone/Internet	AP102924	447.63	23954569		00132882	10/31/2024
MW OH	AT&T MOBILITY V011025	9/14-10/13 PD FIRSTNET	109595-6215 Telephone/Internet	AP102924	4,546.08	23954569		00132882	10/31/2024
				<b>Check Total:</b>	<b>7,108.32</b>				
MW OH	B & C BURGERS V011560	HERITAGE FEST - VIP AREA MEALS	104078-6301 Special Department Expenses	AP102924	747.38	101924		00132883	10/31/2024
				<b>Check Total:</b>	<b>747.38</b>				
MW OH	BIGGS CARDOSA V010461	SEP - ENGINEERING SVS	331801-6740 Infrastructure - Streets	AP102924	11,613.44	91864	P13536	00132884	10/31/2024
				<b>Check Total:</b>	<b>11,613.44</b>				

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MW OH	BOB HALL AND ASSOCIATES V011422	RECRUITMENT FEE - CS DIRECTOR	101512-6099 Professional Services	AP102924	6,800.00	1268	P13643	00132885	10/31/2024
					<b>Check Total:</b>	<b>6,800.00</b>			
MW OH	BRENNAN ESTIMATING V011259	FIRE/SEC ALARM MONITORING	103654-6127 Alarm Monitoring	AP102924	934.05	12867	P13521	00132886	10/31/2024
MW OH	BRENNAN ESTIMATING V011259	FIRE/SEC ALARM MONITORING	103654-6127 Alarm Monitoring	AP102924	405.00	12878	P13521	00132886	10/31/2024
MW OH	BRENNAN ESTIMATING V011259	FIRE/SEC ALARM MONITORING	103654-6127 Alarm Monitoring	AP102924	1,080.00	12889	P13521	00132886	10/31/2024
MW OH	BRENNAN ESTIMATING V011259	FIRE/SEC ALARM MONITORING	103654-6127 Alarm Monitoring	AP102924	405.00	12935	P13521	00132886	10/31/2024
					<b>Check Total:</b>	<b>2,824.05</b>			
MW OH	BRIGHTVIEW LANDSCAPE V010556	OCT PARK LANDSCAPE MAINT SVS	104055-6139 Repair/Maint - Parks & Fields	AP102924	31,824.51	9102439	P13523	00132887	10/31/2024
					<b>Check Total:</b>	<b>31,824.51</b>			
MW OH	BRUTO, LISA V012902	UNIFORM ALTERATION REIMB	103067-6360 Uniforms	AP102924	26.00	102124		00132888	10/31/2024
					<b>Check Total:</b>	<b>26.00</b>			
MW OH	CALIFORNIA YELLOW CAB V003323	SEP SENIOR TRANSPORTATION SVS	194071-6401 Community Programs	AP102924	4,921.68	9487024	P13626	00132889	10/31/2024
MW OH	CALIFORNIA YELLOW CAB V003323	SEP SENIOR TRANSPORTATION SVS	184071-6401 Community Programs	AP102924	19,686.72	9487024	P13626	00132889	10/31/2024
					<b>Check Total:</b>	<b>24,608.40</b>			
MW OH	CHARTER COMMUNICATIONS V004450	10/14-11/13 WHITTEN CTR INT	109595-6215 Telephone/Internet	AP102924	358.12	0619546100324		00132890	10/31/2024
					<b>Check Total:</b>	<b>358.12</b>			
MW OH	CHARTER COMMUNICATIONS V004450	10/25-11/24 NAV CTR INTERNET	109595-6215 Telephone/Internet	AP102924	289.97	18907810110212		00132891	10/31/2024

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				<b>Check Total:</b>	<b>289.97</b>				
MW OH	CHARTER COMMUNICATIONS V004450	9/25-11/24 WHITTEN CTR INT	109595-6215 Telephone/Internet	AP102924	609.34	10908340110212		00132892	10/31/2024
				<b>Check Total:</b>	<b>609.34</b>				
MW OH	CHARTER COMMUNICATIONS V004450	9/25-11/24 PD FIBER INTERNET	109595-6215 Telephone/Internet	AP102924	619.00	18908030110212		00132893	10/31/2024
				<b>Check Total:</b>	<b>619.00</b>				
MW OH	CHARTER COMMUNICATIONS V004450	9/25-11/24 CH FIBER LINE	109595-6215 Telephone/Internet	AP102924	1,175.91	18908010110212		00132894	10/31/2024
				<b>Check Total:</b>	<b>1,175.91</b>				
MW OH	CHARTER COMMUNICATIONS V012060	9/26-11/25 PS/EOC SPECTRUM	109595-6215 Telephone/Internet	AP102924	766.32	18791050110212		00132895	10/31/2024
				<b>Check Total:</b>	<b>766.32</b>				
MW OH	CHARTER COMMUNICATIONS V012060	9/16-11/24 CITY YARD INTERNET	109595-6215 Telephone/Internet	AP102924	169.97	18907830110212		00132896	10/31/2024
				<b>Check Total:</b>	<b>169.97</b>				
MW OH	CHARTER COMMUNICATIONS V012060	9/25-11/24 CITY YARD INTERNET	109595-6215 Telephone/Internet	AP102924	609.34	18907820110212		00132897	10/31/2024
				<b>Check Total:</b>	<b>609.34</b>				
MW OH	CHARTER COMMUNICATIONS V012060	9/21-11/20 BWC INTERNET	109595-6215 Telephone/Internet	AP102924	609.34	11980240110212		00132898	10/31/2024
				<b>Check Total:</b>	<b>609.34</b>				
MW OH	COMMERCIAL AQUATIC V005203	SEP GOMEZ POOL MAINTENANCE	104055-6130 Repair & Maint/Facilities	AP102924	1,500.00	995738	P13505	00132899	10/31/2024
MW OH	COMMERCIAL AQUATIC V005203	SEP WHITTEN POOL MAINTENANCE	104055-6130 Repair & Maint/Facilities	AP102924	1,500.00	995740	P13505	00132899	10/31/2024
				<b>Check Total:</b>	<b>3,000.00</b>				

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MW OH	COUNTY OF ORANGE V008881	OCT AFIS SERVICES	103040-6290 Dept. Contract Services	AP102924	1,570.00	SH 69789	P13461	00132900	10/31/2024
MW OH	COUNTY OF ORANGE V008881	OCT OCATS CIRCUIT SUPPORT	103043-6099 Professional Services	AP102924	1,104.51	SH 69750	P13531	00132900	10/31/2024
					<b>Check Total:</b>	<b>2,674.51</b>			
MW OH	CSUF EXTENSION AND V012864	Q3 '24 TRAINING - C. ALVARENGA	101512-6250 Staff Training	AP102924	815.00	20240279		00132901	10/31/2024
					<b>Check Total:</b>	<b>815.00</b>			
MW OH	DENNIS GRUBB & V012137	10/1-15 FIRE PLAN CHECK REVIEW	103066-6290 Dept. Contract Services	AP102924	4,000.00	002-32364	P13478	00132902	10/31/2024
					<b>Check Total:</b>	<b>4,000.00</b>			
MW OH	DEPARTMENT OF V010484	FY24-25 CONVEYANCE FEE	103654-6137 Repair Maint/Equipment	AP102924	225.00	E 2098424 SN		00132903	10/31/2024
					<b>Check Total:</b>	<b>225.00</b>			
MW OH	DEROTIC EMERGENCY V011295	E1 REPAIRS & MAINTENANCE	103066-6134 Vehicle Repair & Maintenance	AP102924	3,892.41	SO-5226	P13540	00132904	10/31/2024
					<b>Check Total:</b>	<b>3,892.41</b>			
MW OH	DLW CONSULTING & V011427	10/10 PROFESSIONAL SVS	101512-6099 Professional Services	AP102924	1,800.00	PFLS 24-006	P13481	00132905	10/31/2024
					<b>Check Total:</b>	<b>1,800.00</b>			
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP102924	344.40	102-220579	P13535	00132906	10/31/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP102924	48.78	102-220601	P13535	00132906	10/31/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP102924	125.95	102-220728	P13535	00132906	10/31/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP102924	44.50	102-220989	P13535	00132906	10/31/2024

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MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP102924	104.28	102-221002	P13535	00132906	10/31/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP102924	54.20	102-221132	P13535	00132906	10/31/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP102924	30.27	102-221335	P13535	00132906	10/31/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP102924	13.90	12-6184225	P13535	00132906	10/31/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP102924	313.10	12-6196972	P13535	00132906	10/31/2024
<b>Check Total:</b>					<b>1,079.38</b>				
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIR PARTS	103658-6134 Vehicle Repair & Maintenance	AP102924	77.82	291637		00132907	10/31/2024
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIR PARTS	103658-6134 Vehicle Repair & Maintenance	AP102924	49.05	291749		00132907	10/31/2024
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIR PARTS	103658-6134 Vehicle Repair & Maintenance	AP102924	284.30	291766		00132907	10/31/2024
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIR PARTS	103658-6134 Vehicle Repair & Maintenance	AP102924	62.56	291788		00132907	10/31/2024
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIR PARTS	103658-6134 Vehicle Repair & Maintenance	AP102924	77.82	291924		00132907	10/31/2024
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIR PARTS	103658-6134 Vehicle Repair & Maintenance	AP102924	789.70	C25992		00132907	10/31/2024
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIR PARTS	103658-6134 Vehicle Repair & Maintenance	AP102924	973.70	C26032		00132907	10/31/2024
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIR PARTS	103658-6134 Vehicle Repair & Maintenance	AP102924	307.35	C26058		00132907	10/31/2024
MW OH	FAIRWAY FORD V000376	SEP - VEHICLE REBATE PROGRAM	101534-6363 Resident Vehicle Rebate Prog	AP102924	3,000.00	SEPTEMBER		00132907	10/31/2024

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				<b>Check Total:</b>	<b>5,622.30</b>				
MW OH	GARCIA, RAQUEL V012553	TUITION REIMB - R. GARCIA	109595-5150 Tuition Reimbursement	AP102924	1,617.93	24-02		00132908	10/31/2024
				<b>Check Total:</b>	<b>1,617.93</b>				
MW OH	GOLDEN STATE WATER V000928	SEP-OCT WATER CHARGES	109595-6335 Water	AP102924	13,860.88	102224		00132909	10/31/2024
MW OH	GOLDEN STATE WATER V000928	SEP-OCT WATER CHARGES	296561-6335 Water	AP102924	30,210.02	102224		00132909	10/31/2024
				<b>Check Total:</b>	<b>44,070.90</b>				
MW OH	GOMEZ, MARIA V001477	ROOFING BOND REFUND 30-24-296	0044-2033 Construction & Demo Deposit	AP102924	100.00	B24-2068		00132910	10/31/2024
				<b>Check Total:</b>	<b>100.00</b>				
MW OH	GRIFFITH, CHELSIE V012175	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP102924	92.68	GRIFFITH10242		00132911	10/31/2024
				<b>Check Total:</b>	<b>92.68</b>				
MW OH	GST GOLDEN STAR V009410	ILAND SECURE CLOUD SUBSR	101523-6136 Software Maintenance	AP102924	11,454.48	INV107946	P13678	00132912	10/31/2024
				<b>Check Total:</b>	<b>11,454.48</b>				
MW OH	HI-WAY SAFETY RENTALS V000459	PW STREET SUPPLIES	103652-6305 Traffic Control Devices	AP102924	540.22	162355		00132913	10/31/2024
MW OH	HI-WAY SAFETY RENTALS V000459	PW STREET SUPPLIES	103652-6305 Traffic Control Devices	AP102924	1,102.33	162356		00132913	10/31/2024
MW OH	HI-WAY SAFETY RENTALS V000459	PW STREET SUPPLIES	103652-6305 Traffic Control Devices	AP102924	728.63	162497		00132913	10/31/2024
				<b>Check Total:</b>	<b>2,371.18</b>				
MW OH	HR GREEN PACIFIC INC V010735	SEP - ENG & LANDSCAPE DESIGN	109202-6770 / 109202-6770 Infrastructure - Major Studies	AP102924	20,966.13	179836	P13558	00132914	10/31/2024
MW OH	HR GREEN PACIFIC INC	SEP - ENG & LANDSCAPE DESIGN	799202-6770 / 799202-6770	AP102924	20,966.12	179836	P13558	00132914	10/31/2024

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	V010735		Infrastructure - Major Studies						
				<b>Check Total:</b>	<b>41,932.25</b>				
MW OH	IMPERIAL SPRINKLER V006506	SPRINKLER SUPPLIES	104055-6139 Repair/Maint - Parks & Fields	AP102924	405.19	0018101074-001	P13479	00132915	10/31/2024
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP102924	410.82	0017881525-001	P13560	00132915	10/31/2024
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP102924	160.15	0017910559-001	P13560	00132915	10/31/2024
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP102924	195.71	0018009911-001	P13560	00132915	10/31/2024
				<b>Check Total:</b>	<b>1,171.87</b>				
MW OH	LEHR AUTO V009930	OUTFIT DODGE DURANGO	109800-6842 / 24801-6842 Vehicles	AP102924	22,954.99	SI110797	P13542	00132916	10/31/2024
				<b>Check Total:</b>	<b>22,954.99</b>				
MW OH	LIEBERT CASSIDY V000597	SEP PROFESSIONAL SVS	101512-6099 Professional Services	AP102924	2,775.00	277653		00132917	10/31/2024
MW OH	LIEBERT CASSIDY V000597	SEP PROFESSIONAL SVS	101512-6099 Professional Services	AP102924	6,590.00	278263		00132917	10/31/2024
				<b>Check Total:</b>	<b>9,365.00</b>				
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP102924	78.68	INV875685	P13512	00132918	10/31/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP102924	291.88	INV877213	P13512	00132918	10/31/2024
				<b>Check Total:</b>	<b>370.56</b>				
MW OH	MARTINEZ, JOHN V010060	REISSUE STALE DATED CHECK	0010-2090 Stale Dated Checks	AP102924	15.16	CK#1929322		00132919	10/31/2024
				<b>Check Total:</b>	<b>15.16</b>				
MW OH	MAY JR, HERBERT RONALD WK6 - OLD TOWN LIVE PERFORMER		101534-6225 / 243401-6225	AP102924	350.00	874850		00132920	10/31/2024

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	V012858		Advertising/Promotional						
				<b>Check Total:</b>	<b>350.00</b>				
MW OH	MC FADDEN-DALE V000635	PW STREET SUPPLIES	103652-6132 Repair & Maintenance/Streets	AP102924	30.05	558412/5		00132921	10/31/2024
MW OH	MC FADDEN-DALE V000635	PW STREET SUPPLIES	103652-6132 Repair & Maintenance/Streets	AP102924	51.61	559163/5		00132921	10/31/2024
				<b>Check Total:</b>	<b>81.66</b>				
MW OH	NORTH NET TRAINING V012187	EMS TRAINING REGISTRATION	103066-6250 Staff Training	AP102924	1,647.00	2449		00132922	10/31/2024
				<b>Check Total:</b>	<b>1,647.00</b>				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP102924	80.63	B70659-1		00132923	10/31/2024
				<b>Check Total:</b>	<b>80.63</b>				
MW OH	PERDOMO, ROSBETH V012802	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP102924	92.68	PERDOM102424		00132924	10/31/2024
				<b>Check Total:</b>	<b>92.68</b>				
MW OH	PLACENTIA YORBA LINDA V000794	ENVELOPES & BL FORMS	109595-6315 Office Supplies	AP102924	789.80	82UI0249A		00132925	10/31/2024
				<b>Check Total:</b>	<b>789.80</b>				
MW OH	PS CONTRUCTION V012945	ROOFING BOND REFUND 30-24-100	0044-2033 Construction & Demo Deposit	AP102924	500.00	B24-1000		00132926	10/31/2024
				<b>Check Total:</b>	<b>500.00</b>				
MW OH	PSYCHOLOGICAL V009259	10/2 - PRE-EMPL PSYCH EVAL	101512-6099 Professional Services	AP102924	462.00	900073		00132927	10/31/2024
				<b>Check Total:</b>	<b>462.00</b>				
MW OH	REVARD, TAYLOR V011038	REISSUE STALE DATED CHECK	0010-2090 Stale Dated Checks	AP102924	38.12	CK#102196		00132928	10/31/2024

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MW OH	REWARD, TAYLOR V011038	REISSUE STALE DATED CHECK	0010-2090 Stale Dated Checks	AP102924	64.63	CK#125375		00132928	10/31/2024
MW OH	REWARD, TAYLOR V011038	REISSUE STALE DATED CHECK	0010-2090 Stale Dated Checks	AP102924	54.00	CK#127872		00132928	10/31/2024
MW OH	REWARD, TAYLOR V011038	REISSUE STALE DATED CHECK	0010-2090 Stale Dated Checks	AP102924	150.00	CK#129647		00132928	10/31/2024
<b>Check Total:</b>					<b>306.75</b>				
MW OH	ROADLINE PRODUCTS V004083	LED TRAFFIC CALMING SIGN	103652-6130 Repair & Maint/Facilities	AP102924	2,165.16	20351		00132929	10/31/2024
<b>Check Total:</b>					<b>2,165.16</b>				
MW OH	ROBERTS, JULIE V012314	TUITION REIMBURSEMENT #24-09	109595-5150 Tuition Reimbursement	AP102924	370.50	24-09		00132930	10/31/2024
<b>Check Total:</b>					<b>370.50</b>				
MW OH	SMITH, WARD V002806	LEAGUE CONF. - HOTEL EXPENSES	101001-6245 Meetings & Conferences	AP102924	296.09	102224		00132931	10/31/2024
<b>Check Total:</b>					<b>296.09</b>				
MW OH	SO CAL GAS V000909	AUG-OCT GAS CHARGES	109595-6340 Natural Gas	AP102924	185.93	102224		00132932	10/31/2024
<b>Check Total:</b>					<b>185.93</b>				
MW OH	SOUTHERN CALIFORNIA V000910	SEP-OCT ELECTRIC CHARGES	109595-6330 Electricity	AP102924	24,476.04	102224		00132933	10/31/2024
MW OH	SOUTHERN CALIFORNIA V000910	SEP-OCT ELECTRIC CHARGES	109595-6330 / 21009-6330 Electricity	AP102924	75.26	102224		00132933	10/31/2024
MW OH	SOUTHERN CALIFORNIA V000910	SEP-OCT ELECTRIC CHARGES	109595-6330 / 21011-6330 Electricity	AP102924	159.76	102224		00132933	10/31/2024
MW OH	SOUTHERN CALIFORNIA V000910	SEP-OCT ELECTRIC CHARGES	296561-6330 Electricity	AP102924	835.89	102224		00132933	10/31/2024
<b>Check Total:</b>					<b>25,546.95</b>				

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MW OH	THE BEE MAN V000117	BEE REMOVAL - WHITTEN	104055-6130 Repair & Maint/Facilities	AP102924	265.00	131984		00132934	10/31/2024
				<b>Check Total:</b>	<b>265.00</b>				
MW OH	THE SAUCE CREATIVE V007476	HERITAGE - CAR MAGNETS	104078-6230 Printing & Binding	AP102924	1,011.10	7210		00132935	10/31/2024
				<b>Check Total:</b>	<b>1,011.10</b>				
MW OH	THINKSUPPLIES.COM V007047	PAPER	109595-6315 Office Supplies	AP102924	271.82	70740		00132936	10/31/2024
MW OH	THINKSUPPLIES.COM V007047	PAPER	109595-6315 Office Supplies	AP102924	217.46	70749		00132936	10/31/2024
				<b>Check Total:</b>	<b>489.28</b>				
MW OH	TRILLIUM CNG (1720) V007952	SEP - CNG FUEL	103658-6345 Gasoline & Diesel Fuel	AP102924	98.01	241349678		00132937	10/31/2024
				<b>Check Total:</b>	<b>98.01</b>				
MW OH	TURBO DATA SYSTEMS INC V001238	PARKING CIT - PAPER ROLLS	103047-6230 Printing & Binding	AP102924	489.38	44125		00132938	10/31/2024
MW OH	TURBO DATA SYSTEMS INC V001238	SEP - PARKING CITATION SVS	103047-6290 Dept. Contract Services	AP102924	260.00	43974-2	P13487	00132938	10/31/2024
				<b>Check Total:</b>	<b>749.38</b>				
MW OH	VERIZON WIRELESS V008735	9/21-10/20 PD DEVICES INTERNET	109595-6215 Telephone/Internet	AP102924	4,260.20	9976780109		00132939	10/31/2024
				<b>Check Total:</b>	<b>4,260.20</b>				
MW OH	WELLS FARGO VENDOR FIN V010076	10/15-11/14 PRINTER/COPIER SVS	109595-6175 Office Equipment Rental	AP102924	188.36	5031555645	P13474	00132940	10/31/2024
MW OH	WELLS FARGO VENDOR FIN V010076	10/15-11/14 PRINTER/COPIER SVS	109595-6175 Office Equipment Rental	AP102924	255.57	5031555646	P13474	00132940	10/31/2024
MW OH	WELLS FARGO VENDOR FIN V010076	10/15-11/14 PRINTER/COPIER SVS	109595-6175 Office Equipment Rental	AP102924	70.69	5031555647	P13474	00132940	10/31/2024

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MW OH	WELLS FARGO VENDOR FIN V010076	10/15-11/14 PRINTER/COPIER SVS	109595-6175 Office Equipment Rental	AP102924	79.39	5031555648	P13474	00132940	10/31/2024
MW OH	WELLS FARGO VENDOR FIN V010076	10/15-11/14 PRINTER/COPIER SVS	109595-6175 Office Equipment Rental	AP102924	219.89	5031555649	P13474	00132940	10/31/2024
MW OH	WELLS FARGO VENDOR FIN V010076	10/15-11/14 PRINTER/COPIER SVS	109595-6175 Office Equipment Rental	AP102924	5,469.91	5031555650	P13474	00132940	10/31/2024
<b>Check Total:</b>					<b>6,283.81</b>				
MW OH	YORBA LINDA WATER V001148	SEP - WATER CHARGES	109595-6335 Water	AP102924	480.86	102224		00132941	10/31/2024
<b>Check Total:</b>					<b>480.86</b>				
MW OH	AAA ELECTRIC MOTOR V010252	EXHAUST FAN - TUFFREE PARK	104055-6139 Repair/Maint - Parks & Fields	AP110424	165.19	ASI-90027		00132942	11/07/2024
<b>Check Total:</b>					<b>165.19</b>				
MW OH	ALL CITY MANAGEMENT V000005	9/29-10/12 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP110424	5,562.00	96230	P13468	00132943	11/07/2024
<b>Check Total:</b>					<b>5,562.00</b>				
MW OH	AMAZON CAPITAL SERVICES V012336	SR. CENTER SUPPLIES	104079-6301 Special Department Expenses	AP110424	254.27	1661-TNQ7-7399		00132944	11/07/2024
MW OH	AMAZON CAPITAL SERVICES V012336	MISC SUPPLIES	103040-6301 Special Department Expenses	AP110424	51.93	17G4-PJQ-PXPR		00132944	11/07/2024
MW OH	AMAZON CAPITAL SERVICES V012336	FIRST AID SUPPLIES	213041-6301 Special Department Expenses	AP110424	53.60	17G4-PJQ-PXPR		00132944	11/07/2024
MW OH	AMAZON CAPITAL SERVICES V012336	SW MAINTENANCE	103658-6361 Personal Protection Equipment	AP110424	280.42	1DJ1-R1NG-		00132944	11/07/2024
MW OH	AMAZON CAPITAL SERVICES V012336	SW MAINTENANCE	103654-6361 Personal Protection Equipment	AP110424	599.72	1DJ1-R1NG-		00132944	11/07/2024
MW OH	AMAZON CAPITAL SERVICES V012336	SW MAINTENANCE	296561-6301 Special Department Expenses	AP110424	37.69	1DJ1-R1NG-		00132944	11/07/2024

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MW OH	AMAZON CAPITAL SERVICES V012336	SW MAINTENANCE	418509-6842 Vehicles	AP110424	746.41	1DJ1-R1NG-		00132944	11/07/2024
MW OH	AMAZON CAPITAL SERVICES V012336	SW MAINTENANCE	103654-6147 Janitorial Supplies	AP110424	243.51	1DJ1-R1NG-		00132944	11/07/2024
MW OH	AMAZON CAPITAL SERVICES V012336	SW MAINTENANCE	103658-6134 Vehicle Repair & Maintenance	AP110424	985.90	1DJ1-R1NG-		00132944	11/07/2024
MW OH	AMAZON CAPITAL SERVICES V012336	SW MAINTENANCE	103652-6132 Repair & Maintenance/Streets	AP110424	154.25	1DJ1-R1NG-		00132944	11/07/2024
MW OH	AMAZON CAPITAL SERVICES V012336	SW MAINTENANCE	103654-6855 Furniture & Fixtures	AP110424	329.09	1DJ1-R1NG-		00132944	11/07/2024
MW OH	AMAZON CAPITAL SERVICES V012336	SW MAINTENANCE	103654-6137 Repair Maint/Equipment	AP110424	114.15	1DJ1-R1NG-		00132944	11/07/2024
MW OH	AMAZON CAPITAL SERVICES V012336	SW MAINTENANCE	103658-6137 Repair Maint/Equipment	AP110424	2,526.03	1DJ1-R1NG-		00132944	11/07/2024
MW OH	AMAZON CAPITAL SERVICES V012336	SW MAINTENANCE	103654-6137 Repair Maint/Equipment	AP110424	41.09	1DJ1-R1NG-		00132944	11/07/2024
MW OH	AMAZON CAPITAL SERVICES V012336	SW MAINTENANCE	103658-6350 Small Tools/Equipment	AP110424	342.56	1DJ1-R1NG-		00132944	11/07/2024
MW OH	AMAZON CAPITAL SERVICES V012336	SW MAINTENANCE	103654-6130 Repair & Maint/Facilities	AP110424	651.25	1DJ1-R1NG-		00132944	11/07/2024
MW OH	AMAZON CAPITAL SERVICES V012336	SW MAINTENANCE	103655-6130 Repair & Maint/Facilities	AP110424	79.10	1DJ1-R1NG-		00132944	11/07/2024
MW OH	AMAZON CAPITAL SERVICES V012336	LET'S DANCE SUPPLIES	104071-6301 Special Department Expenses	AP110424	110.13	1YCQ-TVRW-		00132944	11/07/2024
MW OH	AMAZON CAPITAL SERVICES V012336	SR CENTER SUPPLIES	104079-6301 Special Department Expenses	AP110424	969.22	1YCQ-TVRW-		00132944	11/07/2024
<b>Check Total:</b>					<b>8,570.32</b>				
MW OH	ANAHEIM SCREEN & GLASS V010390	WINDOWS REPL - BACKS BLDG	104055-6130 Repair & Maint/Facilities	AP110424	1,918.18	42141		00132945	11/07/2024

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				<b>Check Total:</b>	<b>1,918.18</b>				
MW OH	ANGEL, BRYCE V002886	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP110424	179.78	ANGEL11424		00132946	11/07/2024
				<b>Check Total:</b>	<b>179.78</b>				
MW OH	ARAMARK REFRESHMENT V000081	900 S MELROSE -COFFEE/WATER	109595-6052 Common Area Supplies	AP110424	109.16	104839391		00132947	11/07/2024
MW OH	ARAMARK REFRESHMENT V000081	110 S BRADFORD -COFFEE/WATER	109595-6052 Common Area Supplies	AP110424	10.33	105851314		00132947	11/07/2024
MW OH	ARAMARK REFRESHMENT V000081	110 S BRADFORD -COFFEE/WATER	109595-6052 Common Area Supplies	AP110424	336.37	105851315		00132947	11/07/2024
MW OH	ARAMARK REFRESHMENT V000081	1530 VALENCIA -COFFEE/WATER	109595-6052 Common Area Supplies	AP110424	216.73	105851316		00132947	11/07/2024
MW OH	ARAMARK REFRESHMENT V000081	1530 VALENCIA -COFFEE/WATER	109595-6052 Common Area Supplies	AP110424	10.33	105851317		00132947	11/07/2024
MW OH	ARAMARK REFRESHMENT V000081	1530 VALENCIA -COFFEE/WATER	109595-6052 Common Area Supplies	AP110424	336.37	105851318		00132947	11/07/2024
MW OH	ARAMARK REFRESHMENT V000081	2999 E LA JOLLA-COFFEE/WATER	109595-6052 Common Area Supplies	AP110424	106.42	105851320		00132947	11/07/2024
MW OH	ARAMARK REFRESHMENT V000081	2999 E LA JOLLA-COFFEE/WATER	109595-6052 Common Area Supplies	AP110424	10.24	105851321		00132947	11/07/2024
MW OH	ARAMARK REFRESHMENT V000081	2999 E LA JOLLA-COFFEE/WATER	109595-6052 Common Area Supplies	AP110424	81.24	105851322		00132947	11/07/2024
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN-COFFEE/WATER	109595-6052 Common Area Supplies	AP110424	860.34	105851712		00132947	11/07/2024
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN-COFFEE/WATER	109595-6052 Common Area Supplies	AP110424	592.40	105851713		00132947	11/07/2024
MW OH	ARAMARK REFRESHMENT V000081	900 S MELROSE -COFFEE/WATER	109595-6052 Common Area Supplies	AP110424	78.75	10619629		00132947	11/07/2024
MW OH	ARAMARK REFRESHMENT	143 S BRADFORD -COFFEE/WATER	109595-6052	AP110424	78.75	10619638		00132947	11/07/2024

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	V000081		Common Area Supplies						
MW OH	ARAMARK REFRESHMENT V000081	110 S BRADFORD -COFFEE/WATER	109595-6052 Common Area Supplies	AP110424	78.75	10619645		00132947	11/07/2024
MW OH	ARAMARK REFRESHMENT V000081	1530 VALENCIA -COFFEE/WATER	109595-6052 Common Area Supplies	AP110424	78.75	10619653		00132947	11/07/2024
MW OH	ARAMARK REFRESHMENT V000081	2999 E LA JOLLA-COFFEE/WATER	109595-6052 Common Area Supplies	AP110424	78.75	10619659		00132947	11/07/2024
MW OH	ARAMARK REFRESHMENT V000081	120 S BRADFORD -COFFEE/WATER	109595-6052 Common Area Supplies	AP110424	73.50	10619709		00132947	11/07/2024
MW OH	ARAMARK REFRESHMENT V000081	1701 ATWOOD AVE - COFFEE/WAT	109595-6052 Common Area Supplies	AP110424	42.00	10619755		00132947	11/07/2024
MW OH	ARAMARK REFRESHMENT V000081	201 S BRADFORD -COFFEE/WATER	109595-6052 Common Area Supplies	AP110424	42.00	10619757		00132947	11/07/2024
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN-COFFEE/WATER	109595-6052 Common Area Supplies	AP110424	383.25	10620827		00132947	11/07/2024
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN-COFFEE/WATER	109595-6052 Common Area Supplies	AP110424	35.00	10694471		00132947	11/07/2024
MW OH	ARAMARK REFRESHMENT V000081	110 S BRADFORD -COFFEE/WATER	109595-6052 Common Area Supplies	AP110424	181.26	2764848		00132947	11/07/2024
MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD -COFFEE/WATER	109595-6052 Common Area Supplies	AP110424	181.26	2764896		00132947	11/07/2024
				<b>Check Total:</b>	<b>4,001.95</b>				
MW OH	ASHBY, ALISON V012947	HERITAGE FEST - REFUND	104078-4346 Festival Revenue	AP110424	235.00	102324-1		00132948	11/07/2024
				<b>Check Total:</b>	<b>235.00</b>				
MW OH	BIG TOP RENTALS V002980	CANOPY RENTAL - VETERANS DAY	103040-6999 Other Expenditure	AP110424	2,621.07	BIGTOP103124 P13697		00132949	11/07/2024
				<b>Check Total:</b>	<b>2,621.07</b>				

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MW OH	BUTTS, BRAD V002941	OCT FASTER REIMBURSEMENT	103040-6051 Toll Roads Expense	AP110424	603.20	OCTOBER 24		00132950	11/07/2024
					<b>Check Total:</b>	<b>603.20</b>			
MW OH	CHEMEX INDUSTRIES INC. V004683	GRAFFITI REMOVER	103652-6146 Paint Supplies	AP110424	182.88	35957		00132951	11/07/2024
MW OH	CHEMEX INDUSTRIES INC. V004683	GRAFFITI REMOVER	103652-6146 Paint Supplies	AP110424	763.61	36242		00132951	11/07/2024
					<b>Check Total:</b>	<b>946.49</b>			
MW OH	CLASSIC GRAPHIX V012685	HERITAGE - CAR SHOW T-SHIRTS	104078-6301 Special Department Expenses	AP110424	2,096.82	42192		00132952	11/07/2024
					<b>Check Total:</b>	<b>2,096.82</b>			
MW OH	CLIFTONLARSONALLEN LL V012348	FINANCE AUDIT	102020-6010 Accounting & Auditing Service	AP110424	2,305.00	L241635478	P13582	00132953	11/07/2024
					<b>Check Total:</b>	<b>2,305.00</b>			
MW OH	COUNTY OF ORANGE V008881	FY24/25 WATER QUALITY MONITOR	103593-6257 Licenses & Permits	AP110424	3,377.41	PW250309		00132954	11/07/2024
					<b>Check Total:</b>	<b>3,377.41</b>			
MW OH	CVC AUDIO/VIDEO SUPPLY V000272	CDs & DVDs	103043-6149 Jail Supplies	AP110424	392.21	84944	P13668	00132955	11/07/2024
					<b>Check Total:</b>	<b>392.21</b>			
MW OH	DEROTIC EMERGENCY V011295	T2 REPAIRS & MAINTENANCE	103066-6134 Vehicle Repair & Maintenance	AP110424	1,169.46	SO-4981	P13540	00132956	11/07/2024
					<b>Check Total:</b>	<b>1,169.46</b>			
MW OH	DREW, BRIAN V004950	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP110424	57.26	DREW103024		00132957	11/07/2024
					<b>Check Total:</b>	<b>57.26</b>			
MW OH	EXPRESS SIGN & NEON	RETENTION - CITY SIGNS	105109-6740 / 24104-6740	AP110424	16,323.62	CIPL091924-02	P13612	00132958	11/07/2024

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	V012561		Infrastructure - Streets						
				<b>Check Total:</b>	<b>16,323.62</b>				
MW OH	FORENSIC NURSE V009316	SART EXAM DR# 24-04025	103040-6099 Professional Services	AP110424	1,500.00	6060		00132959	11/07/2024
				<b>Check Total:</b>	<b>1,500.00</b>				
MW OH	FRONTLINE PUBLIC SAFETY V012939	POLICY TECH - SUBSCRIPTION	101515-6136 Software Maintenance	AP110424	5,960.00	FL27343-3	P13685	00132960	11/07/2024
				<b>Check Total:</b>	<b>5,960.00</b>				
MW OH	GALLS LLC V000438	FD - NAME TAGS	103066-6360 Uniforms	AP110424	43.05	029253563		00132961	11/07/2024
				<b>Check Total:</b>	<b>43.05</b>				
MW OH	GOGOV V010559	11/1-10/31/25 SUBSCRIPTION	101523-6136 Software Maintenance	AP110424	3,000.00	24-522		00132962	11/07/2024
				<b>Check Total:</b>	<b>3,000.00</b>				
MW OH	HDL COREN & CONE V001564	OCT-DEC SALES TAX AUDIT	102020-6099 Professional Services	AP110424	4,058.40	SIN044309	P13513	00132963	11/07/2024
				<b>Check Total:</b>	<b>4,058.40</b>				
MW OH	HDL SOFTWARE LLC V011020	BL SOFTWARE RENEWAL	101523-6136 Software Maintenance	AP110424	11,051.98	SIN043749		00132964	11/07/2024
				<b>Check Total:</b>	<b>11,051.98</b>				
MW OH	HEALTHPOINTE MEDICAL V010713	10/2 PRE-EMPLOYMENT PHYSICAL	101512-6099 Professional Services	AP110424	452.00	30601-4436968		00132965	11/07/2024
				<b>Check Total:</b>	<b>452.00</b>				
MW OH	HF&H CONSULTANTS LLC V010575	SEP SB 1383 CONSULTING SVS	374386-6099 Professional Services	AP110424	1,412.50	9721573	P13634	00132966	11/07/2024
				<b>Check Total:</b>	<b>1,412.50</b>				
MW OH	HINDERLITER DE LLAMAS	&OCT-DEC SALES TAX AUDIT	102020-6099	AP110424	1,772.86	SIN044512	P13575	00132967	11/07/2024

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	V000465		Professional Services						
				<b>Check Total:</b>	<b>1,772.86</b>				
MW OH	HOMELESS INTERVENTION V012092	HERITAGE FEST - REFUND	104078-4346 Festival Revenue	AP110424	129.00	102324-1		00132968	11/07/2024
				<b>Check Total:</b>	<b>129.00</b>				
MW OH	HR GREEN PACIFIC INC V010735	SEP ON-CALL PLAN CHECK SVS	103551-6290 Dept. Contract Services	AP110424	3,525.50	180181	P13490	00132969	11/07/2024
				<b>Check Total:</b>	<b>3,525.50</b>				
MW OH	INIGUEZ, NATHAN V011077	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP110424	31.17	INIGUEZ102824		00132970	11/07/2024
				<b>Check Total:</b>	<b>31.17</b>				
MW OH	JONES & MAYER V009822	AUG - RETAINER	101005-6005 Legal Services	AP110424	11,913.10	124922-R		00132971	11/07/2024
MW OH	JONES & MAYER V009822	SEP - LEGAL SERVICES	101005-6005 Legal Services	AP110424	1.25	125363		00132971	11/07/2024
MW OH	JONES & MAYER V009822	SEP - LEGAL SERVICES	101005-6005 Legal Services	AP110424	2,040.10	125364		00132971	11/07/2024
MW OH	JONES & MAYER V009822	SEP - LEGAL SERVICES	101005-6005 Legal Services	AP110424	6,892.41	125365		00132971	11/07/2024
MW OH	JONES & MAYER V009822	SEP - LEGAL SERVICES	101005-6005 Legal Services	AP110424	3,529.14	125366		00132971	11/07/2024
MW OH	JONES & MAYER V009822	SEP - LITIGATION FEES	101005-6006 Litigation	AP110424	24.05	125368		00132971	11/07/2024
MW OH	JONES & MAYER V009822	SEP - LITIGATION FEES	101005-6006 Litigation	AP110424	769.87	125372		00132971	11/07/2024
MW OH	JONES & MAYER V009822	SEP - LEGAL SERVICES	101005-6005 Legal Services	AP110424	380.06	125373		00132971	11/07/2024
MW OH	JONES & MAYER	SEP - LITIGATION FEES	101005-6006	AP110424	434.35	125379		00132971	11/07/2024

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	V009822		Litigation						
MW OH	JONES & MAYER V009822	SEP - LITIGATION FEES	101005-6006 Litigation	AP110424	1,221.63	125380		00132971	11/07/2024
MW OH	JONES & MAYER V009822	SEP - LITIGATION FEES	101005-6006 Litigation	AP110424	407.21	125381		00132971	11/07/2024
MW OH	JONES & MAYER V009822	SEP - LITIGATION FEES	101005-6006 Litigation	AP110424	705.82	125382		00132971	11/07/2024
MW OH	JONES & MAYER V009822	SEP - LITIGATION FEES	101005-6006 Litigation	AP110424	27.30	125383		00132971	11/07/2024
MW OH	JONES & MAYER V009822	SEP - LITIGATION FEES	101005-6006 Litigation	AP110424	273.81	125384		00132971	11/07/2024
MW OH	JONES & MAYER V009822	SEP - LEGAL SERVICES	101005-6005 Legal Services	AP110424	4,512.23	125386		00132971	11/07/2024
MW OH	JONES & MAYER V009822	SEP - LEGAL SERVICES	101005-6005 Legal Services	AP110424	3,377.86	125389		00132971	11/07/2024
MW OH	JONES & MAYER V009822	SEP - LEGAL SERVICES	101005-6005 Legal Services	AP110424	201.66	125488		00132971	11/07/2024
MW OH	JONES & MAYER V009822	SEP - RETAINER	101005-6005 Legal Services	AP110424	40,585.42	125495		00132971	11/07/2024
				<b>Check Total:</b>	<b>77,297.27</b>				
MW OH	KOSMONT TRANSACTIONS V011935	AUG PORTFOLIO MGMT SVS	102020-6099 Professional Services	AP110424	2,206.08	2307.6-013	P13569	00132972	11/07/2024
				<b>Check Total:</b>	<b>2,206.08</b>				
MW OH	LN CURTIS & SONS V011267	PD EXPLORER UNIFORMS	763041-6360 Uniforms	AP110424	436.62	INV879220		00132973	11/07/2024
MW OH	LN CURTIS & SONS V011267	PD EXPLORER UNIFORMS	763041-6360 Uniforms	AP110424	402.22	INV879536		00132973	11/07/2024
MW OH	LN CURTIS & SONS	FIRE FOAM	103066-6301	AP110424	1,924.90	INV859982	P13504	00132973	11/07/2024

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**For 11/13/2024**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V011267		Special Department Expenses						
MW OH	LN CURTIS & SONS V011267	EQUIP MAINT/REPAIR	103066-6137 Repair Maint/Equipment	AP110424	2,638.56	INV871534	P13504	00132973	11/07/2024
MW OH	LN CURTIS & SONS V011267	HOSE	103066-6301 Special Department Expenses	AP110424	957.02	INV871613	P13504	00132973	11/07/2024
MW OH	LN CURTIS & SONS V011267	FIRE FOAM	103066-6301 Special Department Expenses	AP110424	3,248.70	INV872035	P13504	00132973	11/07/2024
MW OH	LN CURTIS & SONS V011267	FD - UNIFORMS	103066-6360 Uniforms	AP110424	579.12	INV877597	P13504	00132973	11/07/2024
MW OH	LN CURTIS & SONS V011267	FD - UNIFORMS	103067-6360 Uniforms	AP110424	544.11	INV877597	P13504	00132973	11/07/2024
				<b>Check Total:</b>	<b>10,731.25</b>				
MW OH	MALIJEN, GIL V012948	REFUND - HERITAGE FEST	104071-4385 Facility Rental	AP110424	50.00	101924		00132974	11/07/2024
				<b>Check Total:</b>	<b>50.00</b>				
MW OH	MC FADDEN-DALE V000635	PW BLDG/FACILITY SUPPLIES	103654-6137 Repair Maint/Equipment	AP110424	33.70	558775/5		00132975	11/07/2024
MW OH	MC FADDEN-DALE V000635	PW BLDG/FACILITY SUPPLIES	103654-6137 Repair Maint/Equipment	AP110424	326.08	558854/5		00132975	11/07/2024
MW OH	MC FADDEN-DALE V000635	PW STREETS SUPPLIES	103652-6132 Repair & Maintenance/Streets	AP110424	50.00	558898/5		00132975	11/07/2024
MW OH	MC FADDEN-DALE V000635	PW STREET SUPPLIES	103652-6132 Repair & Maintenance/Streets	AP110424	17.06	559583/5		00132975	11/07/2024
MW OH	MC FADDEN-DALE V000635	PW STREETS SUPPLIES	103652-6132 Repair & Maintenance/Streets	AP110424	-20.27	C20711		00132975	11/07/2024
MW OH	MC FADDEN-DALE V000635	CR - PW BLDG/FACILITY SUPPLIES	103654-6137 Repair Maint/Equipment	AP110424	-0.09	C93669		00132975	11/07/2024
MW OH	MC FADDEN-DALE	PW BLDG/FACILITY SUPPLIES	103654-6137	AP110424	-57.52	H93376		00132975	11/07/2024

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Check Register  
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000635		Repair Maint/Equipment						
				<b>Check Total:</b>	<b>348.96</b>				
MW OH	MCINERNEY, BRIAN V010193	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP110424	46.00	MCINRNY10302		00132976	11/07/2024
				<b>Check Total:</b>	<b>46.00</b>				
MW OH	MCKENZIE, TOM V006560	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP110424	23.00	MCKENZIE1031		00132977	11/07/2024
				<b>Check Total:</b>	<b>23.00</b>				
MW OH	NAVARRO, MAC V011664	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP110424	421.70	NAVARRO1104		00132978	11/07/2024
				<b>Check Total:</b>	<b>421.70</b>				
MW OH	ORACLE AMERICA INC V012900	IMPLEMENTATION - NETSUITE	796507-6099 Professional Services	AP110424	16,885.50	101460443	P13571	00132979	11/07/2024
MW OH	ORACLE AMERICA INC V012900	IMPLEMENTATION - NETSUITE	796507-6099 Professional Services	AP110424	4,578.00	101604668	P13571	00132979	11/07/2024
				<b>Check Total:</b>	<b>21,463.50</b>				
MW OH	PEREZ, FRANK V001550	HERITAGE SUPPLIES - REIMB	104078-6301 Special Department Expenses	AP110424	650.53	102824		00132980	11/07/2024
				<b>Check Total:</b>	<b>650.53</b>				
MW OH	PEREZ, LARISSA V011753	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP110424	31.17	PEREZ102824		00132981	11/07/2024
				<b>Check Total:</b>	<b>31.17</b>				
MW OH	PETE'S ROAD SERVICE INC V000767	PATROL 2 - TIRES REPLACEMENT	103066-6134 Vehicle Repair & Maintenance	AP110424	2,116.37	24-0793776-00		00132982	11/07/2024
				<b>Check Total:</b>	<b>2,116.37</b>				
MW OH	PRIORITY DISPATCH CORP V011406	EMD/EFD TRAINING REGISTRATION	101515-6250 Staff Training	AP110424	1,032.00	SIN386935		00132983	11/07/2024

**City of Placentia  
Check Register  
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
					<b>Check Total:</b>	<b>1,032.00</b>			
MW OH	PROFORCE 1 PROTECTION V012910	SEP-OCT FIRE WATCH	103654-6130 Repair & Maint/Facilities	AP110424	14,630.00	0001	P13641	00132984	11/07/2024
					<b>Check Total:</b>	<b>14,630.00</b>			
MW OH	PRUDENTIAL OVERALL V000836	9/4 UNIFORM CLEANING SVS	103652-6360 Uniforms	AP110424	39.71	62941700	P13636	00132985	11/07/2024
MW OH	PRUDENTIAL OVERALL V000836	9/4 UNIFORM CLEANING SVS	103654-6360 Uniforms	AP110424	57.64	62941700	P13636	00132985	11/07/2024
MW OH	PRUDENTIAL OVERALL V000836	9/4 UNIFORM CLEANING SVS	103658-6360 Uniforms	AP110424	30.14	62941700	P13636	00132985	11/07/2024
MW OH	PRUDENTIAL OVERALL V000836	9/4 UNIFORM CLEANING SVS	104055-6360 Uniforms	AP110424	31.32	62941700	P13636	00132985	11/07/2024
MW OH	PRUDENTIAL OVERALL V000836	9/4 UNIFORM CLEANING SVS	103654-6147 Janitorial Supplies	AP110424	18.20	62941700	P13636	00132985	11/07/2024
MW OH	PRUDENTIAL OVERALL V000836	9/18 UNIFORM CLEANING SVS	103654-6147 Janitorial Supplies	AP110424	19.70	62945058	P13636	00132985	11/07/2024
MW OH	PRUDENTIAL OVERALL V000836	9/18 UNIFORM CLEANING SVS	103652-6360 Uniforms	AP110424	39.71	62945058	P13636	00132985	11/07/2024
MW OH	PRUDENTIAL OVERALL V000836	9/18 UNIFORM CLEANING SVS	103654-6360 Uniforms	AP110424	58.52	62945058	P13636	00132985	11/07/2024
MW OH	PRUDENTIAL OVERALL V000836	9/18 UNIFORM CLEANING SVS	103658-6360 Uniforms	AP110424	30.58	62945058	P13636	00132985	11/07/2024
MW OH	PRUDENTIAL OVERALL V000836	9/18 UNIFORM CLEANING SVS	104055-6360 Uniforms	AP110424	32.00	62945058	P13636	00132985	11/07/2024
MW OH	PRUDENTIAL OVERALL V000836	9/25 UNIFORM CLEANING SVS	103652-6360 Uniforms	AP110424	39.71	62946786	P13636	00132985	11/07/2024
MW OH	PRUDENTIAL OVERALL V000836	9/25 UNIFORM CLEANING SVS	103654-6360 Uniforms	AP110424	58.52	62946786	P13636	00132985	11/07/2024
MW OH	PRUDENTIAL OVERALL	9/25 UNIFORM CLEANING SVS	103658-6360	AP110424	30.58	62946786	P13636	00132985	11/07/2024

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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	9/25 UNIFORM CLEANING SVS	104055-6360 Uniforms	AP110424	32.00	62946786	P13636	00132985	11/07/2024
MW OH	PRUDENTIAL OVERALL V000836	9/25 UNIFORM CLEANING SVS	103654-6147 Janitorial Supplies	AP110424	19.70	62946786	P13636	00132985	11/07/2024
MW OH	PRUDENTIAL OVERALL V000836	10/2 UNIFORM CLEANING SVS	103654-6147 Janitorial Supplies	AP110424	19.70	62948525	P13636	00132985	11/07/2024
MW OH	PRUDENTIAL OVERALL V000836	10/2 UNIFORM CLEANING SVS	103658-6360 Uniforms	AP110424	30.58	62948525	P13636	00132985	11/07/2024
MW OH	PRUDENTIAL OVERALL V000836	10/2 UNIFORM CLEANING SVS	103652-6360 Uniforms	AP110424	39.71	62948525	P13636	00132985	11/07/2024
MW OH	PRUDENTIAL OVERALL V000836	10/2 UNIFORM CLEANING SVS	103654-6360 Uniforms	AP110424	58.52	62948525	P13636	00132985	11/07/2024
MW OH	PRUDENTIAL OVERALL V000836	10/2 UNIFORM CLEANING SVS	104055-6360 Uniforms	AP110424	32.00	62948525	P13636	00132985	11/07/2024
				<b>Check Total:</b>	<b>718.54</b>				
MW OH	PYLUSD V011315	PLACENTIA PARADE TRIP	104078-6099 Professional Services	AP110424	1,271.25	82SI0266		00132986	11/07/2024
				<b>Check Total:</b>	<b>1,271.25</b>				
MW OH	QUADIENT FINANCE USA INC V011439	POSTAGE - MAILING MACHINE	109595-6325 Postage	AP110424	5,243.39	10/18/2024		00132987	11/07/2024
				<b>Check Total:</b>	<b>5,243.39</b>				
MW OH	QUENCH USA V012472	NOV -PD WATER/ICE MACHINE RENT	103041-6301 Special Department Expenses	AP110424	69.59	INV08102567		00132988	11/07/2024
				<b>Check Total:</b>	<b>69.59</b>				
MW OH	QUICKTURN PROFESSIONAL V012486	FD PHYSICAL TRAINING ATTIRE	103066-6360 Uniforms	AP110424	5,698.39	1045252	P13687	00132989	11/07/2024
				<b>Check Total:</b>	<b>5,698.39</b>				

**City of Placentia**  
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	RHA LANDSCAPE V011993	SEP - DOG PARK	107510-6760 Infrastructure - Parks	AP110424	2,700.00	121990	P13667	00132990	11/07/2024
					<b>Check Total:</b>	<b>2,700.00</b>			
MW OH	SC FUELS V012766	9/16-30 FUEL	103658-6345 Gasoline & Diesel Fuel	AP110424	12,349.57	0946547	P13489	00132991	11/07/2024
MW OH	SC FUELS V012766	10/1-15 FUEL	103658-6345 Gasoline & Diesel Fuel	AP110424	12,732.36	0953216	P13489	00132991	11/07/2024
					<b>Check Total:</b>	<b>25,081.93</b>			
MW OH	SECO ELECTRIC & LIGHTING V010182	LAMP	103654-6130 Repair & Maint/Facilities	AP110424	757.09	8848		00132992	11/07/2024
MW OH	SECO ELECTRIC & LIGHTING V010182	LAMP	103654-6130 / 21008-6130 Repair & Maint/Facilities	AP110424	539.30	8848		00132992	11/07/2024
					<b>Check Total:</b>	<b>1,296.39</b>			
MW OH	SIRCHIE V000936	DRYING CABINET FILTERS	213041-6840 Machinery & Equipment	AP110424	2,338.14	0663330-IN		00132993	11/07/2024
					<b>Check Total:</b>	<b>2,338.14</b>			
MW OH	SMITH, DONNA V001269	FALL 2024- INSTRUCTOR PAYMENT	104071-6301 Special Department Expenses	AP110424	145.60	FALL2024		00132994	11/07/2024
					<b>Check Total:</b>	<b>145.60</b>			
MW OH	TEMPORARY STAFFING V012940	9/30-10/6 PROFESSIONAL SVS	102020-6099 Professional Services	AP110424	1,435.73	000526	P13688	00132995	11/07/2024
MW OH	TEMPORARY STAFFING V012940	10/7-13 PROFESSIONAL SVS	102020-6099 Professional Services	AP110424	3,068.13	000529	P13688	00132995	11/07/2024
MW OH	TEMPORARY STAFFING V012940	10/14-20 PROFESSIONAL SVS	102020-6099 Professional Services	AP110424	3,068.13	000541	P13688	00132995	11/07/2024
MW OH	TEMPORARY STAFFING V012940	10/21-27 PROFESSIONAL SVS	102020-6099 Professional Services	AP110424	2,832.12	000553	P13688	00132995	11/07/2024
					<b>Check Total:</b>	<b>10,404.11</b>			

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	THINKSUPPLIES.COM V007047	OFFICE SUPPLIES	103040-6315 Office Supplies	AP110424	255.70 70761		00132996	11/07/2024
MW OH	THINKSUPPLIES.COM V007047	OFFICE SUPPLIES	103040-6315 Office Supplies	AP110424	54.78 B70761-1		00132996	11/07/2024
				<b>Check Total:</b>	<b>310.48</b>			
MW OH	TREJO, DANIELA V012221	TUITION REIMBURSEMENT #24-14	109595-5150 Tuition Reimbursement	AP110424	422.88 24-14		00132997	11/07/2024
				<b>Check Total:</b>	<b>422.88</b>			
MW OH	WADE, SAMANTHA V012212	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP110424	31.17 WADE103124		00132998	11/07/2024
				<b>Check Total:</b>	<b>31.17</b>			
MW OH	WANKE, CHAD P. V007435	LEAGUE CONF - TRAVEL EXP REIMB	101001-6245 Meetings & Conferences	AP110424	55.00 110524		00132999	11/07/2024
				<b>Check Total:</b>	<b>55.00</b>			
				<b>Type Total:</b>	<b>573,236.60</b>			
				<b>Check Total:</b>	<b>573,236.60</b>			

City of Placentia

ACH Check Register  
For 11/19/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 10,982.50

Check Totals by ID	
AP	10,982.50
EP	0.00
IP	0.00
OP	0.00

Void Total: 0.00  
Check Total: 10,982.50

Fund Name	Check Totals by Fund
101-General Fund (0010)	10,982.50
<b>Check Total:</b>	<b>10,982.50</b>

ACH Payroll Direct Deposit for 11/01/2024: 685,398.46

Electronic Disbursement Total: 696,380.96

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	INFRASTRUCTURE V011245	SEP BLDG & SAFETY PLAN CHECK	102532-6290 Dept. Contract Services	ACH103024	10,982.50	457084B	P13579	00019291	10/30/2024
					<b>Check Total:</b>	<b>10,982.50</b>			
					<b>Type Total:</b>	<b>10,982.50</b>			
					<b>Check Total:</b>	<b>10,982.50</b>			



## PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: November 19, 2024

Submitted by: Raquel Garcia

From: Public Works

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### Subject:

Acceptance of Construction Work and Notice of Completion for the City Hall Administrative Office Area Improvement Project, City Project No. 5307

### Financial Impact:

#### Fiscal Impact:

Expense:	\$ 130,900.00	Original Construction Contract
	\$ -1,022.00	Balancing Contract Change Order No. 1
	\$ 129,878.00	Total Construction Cost

Budgeted: \$ 181,232.06 FY 2023-24 & FY 2024-25 CIP Budget

### Summary:

On January 23, 2024, the City Council awarded a construction contract to RS Construction & Development, Inc. (RS Construction), in the amount of \$130,900.00 for the City Hall Administrative (Admin) Office Area Improvement Project. In general, the work consisted of renovating an open floor space occupied by cubicles and a free-standing workstation to a space with three new offices and the minor remodeling of an existing Staff office and the City Council office. This scope of work included the installation of new glass and aluminum framed storefront system and replacing outlets and switches. The project was completed with one balancing change order in the credited amount of \$1,022.00, or less than one percent of the construction contract amount. The construction has been completed to the satisfaction of the City. This action concludes the construction and authorizes filing a Notice of Completion with the Orange County Clerk-Recorder's Office in the amount of \$129,878.00.

### Recommendation:

Recommended Action: It is recommended that the City Council:

1. Accept the work performed by RS Construction & Development, Inc. for construction of the City Hall Administrative Office Area Improvement Project, City Project No. 5307 for a total amount of \$129,878.00; and
2. Authorize the Acting City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and
3. Authorize the Acting City Administrator to release retention funds in accordance with the terms of the contract.

**Strategic Plan Statement:**

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

**Discussion:**

On January 23, 2024, the City Council awarded a construction contract to RS Construction & Development, Inc. (RS Construction), in the amount of \$130,900.00 for the City Hall Admin Office Area Improvement Project. In general, the work consisted of renovating an open floor space occupied by three cubicles and a free-standing workstation to a better utilized Administration Department area, while also implementing a modern look with the construction of three new offices, and minor remodeling of an existing Staff office and the City Council office. With current staff levels, the office space at City Hall has exceeded capacity. Recent efforts of converting file rooms and storage spaces to shared offices has resulted in some staff being separated from their departmental area. These new offices will allow the Administration Department to relocate staff within one locality, as well as enable other departments to shift their staff into more common departmental areas. The new office glass frontage and an aluminum storefront system incorporates an open look and allows for a more transparent setting, while still ensuring staff privacy with frosted glass.

The City Council authorized contract change orders up to ten percent (10%) of the contract amount, or \$13,090.00. One balancing contract change order totaling a credit of \$1,022.00, or less than one percent of the construction amount, was executed during this contract.

Funding for this project utilized General Funds. Approval of the Notice of Completion is the final step in this construction project and, if approved by the City Council, will be recorded with the Orange County Clerk-Recorder's Office starting the 35-day window to file any construction claims against the Contractor. At the conclusion of the 35-day window, if no claims have been filed with the City against the Contractor, the City can release the retention funds which amount to five percent (5%) of the total construction cost.

**Fiscal Impact Summary:**

The total construction cost for the Admin Office Area Improvement Project amounts to \$129,878.00. This cost consists of the bid amount submitted by RS Construction in the amount of \$130,900.00 and the credit of \$1,022.00 for Balancing Contract Change Order No. 1. A total amount of \$181,232.06 was available and budgeted within the Fiscal Year (FY) 2023-24 Capital Improvement Program (CIP) Budget for the construction of this project. The remaining project funds were carried over to the FY 2024-25 CIP Budget. As such, sufficient funds exist for the recommended actions.

**Attachments**

[Attachment 1 - Balancing CCO1.pdf](#)

[Attachment 2 - NOC\\_RS Construction.pdf](#)







218 W. E Street, Ontario, CA 91762  
 Phone: (909) 920-1144

## CHANGE ORDER

PROJECT NAME:	Placentia Admin Office Improvements	CHANGE ORDER NO:	1
PROJECT NUMBER:	24-08	CONTRACT DATE:	
CONTRACTOR:	RS Construction & Development		

This change order request is for the following added changes that were due to unforeseen conditions or owners request of additional items. Scope of work for this change includes: Oversized glass (over 50sqft) at offices 3 & 11 due to the request of removal of vertical mullions. Note that there will be no warranty on the oversized glass. Included as well is the removal of the vertical mullion at offices 2 & 4 , so that there is 2 pieces of glass instead of 3.

The Original Contract Sum	\$130,900.00
Total Changes by Previous Change Order(s)	
Current Contract Sum	\$130,900.00
Contract Sum will be (increased) (decreased) (unchanged) by this Change Order	\$5,203.00
<b>New Contract Sum</b>	<b>\$136,103.00</b>

The Original Contract Completion Date and Contract Time.	Date: _____	30 DAYS
Total Time extended by Previous Change Order(s)		DAYS
Contract Time will be (increased) (decreased) (unchanged) by this Change Order		DAYS
<b>New Contract Completion Date &amp; Revised Contract Time</b>	Date: _____	30 DAYS

**NOTE:** No additional increase in time or money will be considered for a Change Order item after it has been executed.

RECOMMENDED	ACCEPTED	APPROVED
Designer's Name: _____	Contractor's Name: _____	Project Manager: _____
Address: _____	RS Construction & Development	RAQUEL GARCIA
_____	Address: _____	Owner: _____
_____	218 West E St Ontario, CA 91762	CITY OF PLACENTIA
By: _____	Alondra Vasquez	_____
_____	By: _____	By: _____
_____	June 19th 2024	Raquel Garcia
Date: _____	Date: _____	Date: _____
_____	alondra vasquez	6/19/24

**Owner:**  
 We the undersigned, as a principal or agent for the owner, hereby authorize RS Construction & Development to perform the above described work. This agreement does not supersede or cancel any other applicable contract terms and conditions. if at any time during and agree to make payment within thirty (30) days from the receipt of invoice. This agreement does not supersede or cancel any other applicable contract terms and conditions. if at any time during construction or thereafter, a change in condition exists that would deviate from RS Construction & Development will notify the owner, make the needed modifications or repairs and prepare change order for billing at the owner expense.



218 W. E Street, Ontario, CA 91762  
 Phone: (909) 920-1144

## CHANGE ORDER

PROJECT NAME:	Placentia: Admin Office Improvments	CHANGE ORDER NO:	1A
PROJECT NUMBER:	24-08	CONTRACT DATE:	
CONTRACTOR:	RS Construction & Development		

This change order request is for the following changes that were due to unforeseen conditions per the plans from Addendum #3. Scope of work for this change includes: Removing 3in for the new walls that were built per the plans. The walls dividing offices # 3, 11, and 4. And the column in office # 5. These are all to align with the ceiling grid system. Measurements on the plans did not align with grid system above. Cost of labor and materials are included in the price below for this adjustment. \*Pictures of walls and column included taken by RS Construction superintendent.\*

The Original Contract Sum	\$130,900.00
Total Changes by Previous Change Order(s)	\$5,203.00
Current Contract Sum	\$136,103.00
Contract Sum will be (increased) (decreased) (unchanged) by this Change Order	\$2,900.00
<b>New Contract Sum</b>	<b>\$139,003.00</b>

The Original Contract Completion Date and Contract Time.	Date:	30 DAYS
Total Time extended by Previous Change Order(s)		2 DAYS
Contract Time will be (increased) (decreased) (unchanged) by this Change Order		1 DAYS
<b>New Contract Completion Date &amp; Revised Contract Time</b>	Date:	<b>33 DAYS</b>

**NOTE:** No additional increase in time or money will be considered for a Change Order item after it has been executed.

RECOMMENDED	ACCEPTED	APPROVED
Designer's Name:	Contractor's Name:	Project Manager:
	RS Construction & Development	CITY OF PLACENTIA
Address:	Address:	Owner:
	218 West E St Ontario, CA 91762	
	Ric Serna	RAQUEL GARCIA
By:	By:	By:
	September 3, 2024	9-3-24
Date:	Date:	Date:
	R Serna	Raquel Garcia

**Owner:**  
 We the undersigned, as a principal or agent for the owner, hereby authorize RS Construction & Development to perform the above described work. This agreement does not supersede or cancel any other applicable contract terms and conditions. if at any time during and agree to make payment within thirty (30) days from the receipt of invoice. This agreement does not supersede or cancel any other applicable contract terms and conditions. if at any time during construction or thereafter, a change in condition exists that would deviate from RS Construction & Development will notify the owner, make the needed modifications or repairs and prepare change order for billing at the owner expense.



218 W. E Street, Ontario, CA 91762  
 Phone: (909) 920-1144

## CHANGE ORDER

PROJECT NAME:	<u>Placentia Admin Office Improvements</u>	CHANGE ORDER NO:	<u>1B</u>
PROJECT NUMBER:	<u>24-08</u>	CONTRACT DATE:	<u>                    </u>
CONTRACTOR:	<u>RS Construction &amp; Development</u>		

This change order request is for the following added changes that were due to unforeseen conditions or owners request of additional items.

- Cover and mask all flooring (Offices 3,4, 11 &5)
- Cover and mask ceilings, lighting and all storefront glass to contain dust from sanding.
- Retexture and Paint Existing rear walls In Offices 3, 4, 11 and all interior walls in office #5.
- **Excluding Office #2 'Council Office' & Hallway Walls**
- Apply 1-2 skim coats to minimize visible existing patchwork and match new built walls as best as possible.
- Primer on all skim coated walls and repaint complete offices with 2 coats of paint, in efforts to meet a uniform finish.

The Original Contract Sum	<u>\$130,900.00</u>
Total Changes by Previous Change Order(s)	<u>\$8,103.00</u>
Current Contract Sum	<u>\$139,003.00</u>
Contract Sum will be (increased) (decreased) (unchanged) by this Change Order	<u>\$4,375.00</u>
<b>New Contract Sum</b>	<b><u>\$143,378.00</u></b>

The Original Contract Completion Date and Contract Time.	Date: <u>                    </u>	<u>30 DAYS</u>
Total Time extended by Previous Change Order(s)		<u>3 DAYS</u>
Contract Time will be (increased) (decreased) (unchanged) by this Change Order		<u>2 DAYS</u>
<b>New Contract Completion Date &amp; Revised Contract Time</b>	Date: <u>                    </u>	<u>35 DAYS</u>

**NOTE:** No additional increase in time or money will be considered for a Change Order item after it has been executed.

<b>RECOMMENDED</b>	<b>ACCEPTED</b>	<b>APPROVED</b>
Designer's Name:	Contractor's Name:	Project Manager:
<u>                                    </u>	<u>RS Construction &amp; Development Inc.</u>	<u>RAQUEL GARCIA</u>
Address:	Address:	Owner:
<u>                                    </u>	<u>218 West E St Ontario, CA 91786</u>	<u>CITY OF PLACENTIA</u>
	Ric Serna	<u>PROJECT MANAGER</u>
By:	By:	By:
<u>                                    </u>	<u>10/16/24</u>	<u>Raquel Garcia</u>
Date:	Date:	Date:
<u>                                    </u>	<u>Ric Serna</u>	<u>10-16-24</u>

**Owner:**  
 We the undersigned, as a principal or agent for the owner, hereby authorize RS Construction & Development to perform the above described work. This agreement does not supersede or cancel any other applicable contract terms and conditions. if at any time during and agree to make payment within thirty (30) days from the receipt of invoice. This agreement does not supersede or cancel any other applicable contract terms and conditions. if at any time during construction or thereafter, a change in condition exists that would deviate from RS Construction & Development will notify the owner, make the needed modifications or repairs and prepare change order for billing at the owner expense.



RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name City Clerk
Street Address City of Placentia
401 E. Chapman Ave.
City & State Placentia, CA 92870

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Free Recording Per Government Code Section 27383 & 6103.

City Council Approval: November 19, 2024

Carole Wayman, Deputy City Clerk

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for Complete requirements.)

Notice is hereby given that:

- 1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of Placentia
3. The full address of the owner is 401 East Chapman Avenue
Placentia, CA 92870

- 4. The nature of the interest or estate of the owner is: In fee.

N/A

(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee")

- 5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are: NAMES ADDRESSES

N/A

- 6. A work of improvement on the property hereinafter described was completed on October 28, 2024. The work done was:

Admin Office Area Improvement Project, City Project #5307. This work included renovating existing floor space by constructing three new offices and minor remodeling of two existing offices.

The name of the contractor, if any, for such work of improvement was RS Construction & Development, Inc.

- 7. 218 West E Street, Ontario, CA 91762

1/23/2024

(If no contractor for work of improvement as a whole, insert "none".)

(Date of Contract)

- 8. The property on which said work of improvement was completed is in the city of Placentia

County of Orange, State of California, and is described as follows: Admin Office Area Improvement Project, City Project #5307.

- 9. The street address of said property is 401 East Chapman Avenue, Placentia, CA 92870.

(If no street address has been officially assigned, insert "none".)

CITY OF PLACENTIA

Dated: November 19, 2024

Verification for Individual Owner

Rosanna Ramirez, Acting City Administrator

VERIFICATION

I, the undersigned, say: I am the Acting City Administrator, Rosanna Ramirez the declarant of the foregoing ("President of", "Manager of", "Owner of", etc.)

Notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 19, 2024, at Placentia, California.

(Date of Signature.)

(City where signed.)

(Personal signature of the individual who is swearing that the contents of the notice of completion are true.)-



Agenda Item No: 1.d

## PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: November 19, 2024

Submitted by: Kyra Tao

From: Public Works

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### **Subject:**

Acceptance of two Resignations from the Streetscape and Transportation Advisory Commission and Consideration of the Appointment of a New Commissioner

### **Financial Impact:**

Fiscal Impact: None

### **Summary:**

The Streetscape and Transportation Advisory Commissioners (STAC) is comprised of five (5) commission members. The City has received a letter of resignation from Streetscape and Transportation Advisory Commissioners (STAC) Nick Polichetti and Thomas Ingalls. This action accepts the above indicated resignations and extends the City's sincere appreciation for their service to the community. In addition, this action seeks City Council consideration to appoint alternate member Mr. Anthony Marhoefer to fill one of the vacancies on the Commission.

### **Recommendation:**

Recommended Action: It is recommended that the City Council:

1. Accept the resignation of Nick Polichetti from the Streetscape and Transportation Advisory Commission effective October 1, 2024; and
2. Accept the resignation of Thomas Ingalls from the Streetscape and Transportation Advisory Commission effective November 4, 2024; and
3. Consider the appointment of alternate member Anthony Marhoefer to the Streetscape and Transportation Advisory Commission effective December 1, 2024; and
4. Direct Staff to update the City's master Commission//Committee vacancy list to include vacancies on the Streetscape and Transportation Advisory Commission and solicit applications.

### **Strategic Plan Statement:**

This item is consistent with the City Council approved 5-Year Strategic Plan to: Increase Community Engagement (Goal 4), as this action will accept the resignation of two STAC members, consider appointment of one new STAC member, and will result in an opportunity for another community member to serve on the STAC and become engaged with the community.

This item also furthers Goal 8 to Improve City Governance as the five-member STAC requires full membership to operate optimally, and this action accepts the resignation of two members, appoints one member and recommends the future appointment of a new Commission member, resulting in a full five-member Commission.

**Discussion:**

The Streetscape and Transportation Advisory Commission (STAC) is comprised of five (5) commission members that act in an advisory capacity to the City Council to study, review, and make recommendations with regard to traffic and transportation matters and the removal, planting, or disposition of public trees in the public right of way or on public property. Following the City’s Commission application and recruitment process, the City Council took action to approve Mr. Marhoefer as an alternate Commissioner for the STAC on July 5, 2022. It was noted that Mr. Marhoefer would be an excellent candidate to serve on the STAC should a vacancy arise. Mr. Marhoefer has served in his capacity as an alternate for the past two years. Due to Mr. Polichetti’s and Mr. Thomas's resignations, two positions on the STAC are now open and one vacancy may be filled by Mr. Marhoefer. Attached is a letter of interest from Mr. Marhoefer stating his interest to serve as a regular member of the STAC. Staff recommends one of the vacant positions be filled by Mr. Marhoefer. In addition, this action also includes a Staff recommendation to update the City's master Commission/Committee vacancy list to include one vacancy on the STAC and solicit applications.

This action formally accepts the resignation of Mr. Polichetti and the resignation of Mr. Ingalls from the STAC and consideration of the appointment of Mr. Anthony Marhoefer to fill one of the vacancies.

Mr. Polichetti has served on the STAC since August 2019, while Mr. Ingalls has served on the STAC since June 2020. They have volunteered their time to the community and have been part of community projects throughout their time as the Commissioners. The City received an email correspondence on October 1, 2024, indicating Mr. Polichetti’s resignation from the STAC and another email correspondence on November 4, 2024, indicating Mr. Ingalls's resignation from the STAC.

**Attachments**

- 1. [Polichetti Resignation.pdf](#)
- 2. [Anthony Marhoefer Application.pdf](#)
- 3. [Placentia STAC Commissioner Position - Marhoefer.pdf](#)
- 4. [Thomas Ingalls Resignation from STAC.pdf](#)

**Carole Wayman**

---

**Subject:** FW: End of Term

**From:** Nick Polichetti <[npolichetti@gmail.com](mailto:npolichetti@gmail.com)>  
**Sent:** Tuesday, October 1, 2024 7:06 PM  
**To:** Joseph Lambert <[jlambert@placentia.org](mailto:jlambert@placentia.org)>; Kyra Tao <[ktao@placentia.org](mailto:ktao@placentia.org)>  
**Cc:** Carole Wayman <[cwayman@placentia.org](mailto:cwayman@placentia.org)>  
**Subject:** Re: End of Term

**EMAIL FROM EXTERNAL SOURCE**

Don't reply, click on a link or open an attachment unless you recognize the sender and know the content to be safe. If you believe this email to be unsafe, please use the [Report Phish](#) button in Outlook and notify the IT department.

Hi all, apologies on the delayed response.

Yes, I'll also look to step down from the streetscape and transportation committee.

Carole, please let me know if there is any other information you'll need from me.

thanks all!

-Nick

On Wed, Sep 18, 2024, 6:35 PM Joseph Lambert <[jlambert@placentia.org](mailto:jlambert@placentia.org)> wrote:

Hi Nick,

If you also intend to resign from the Streetscape and Transportation Advisory Committee, please send Carole an e-mail to that effect.

Thank you,

**Joe Lambert** | Director of Development Services | Development Services Department  
City of Placentia | [401 E. Chapman Ave. Placentia, CA 92870](https://www.placentia.org/401-E-Chapman-Ave-Placentia-CA-92870)  
phone: (714) 993-8234 | fax: (714) 961-0283 | e-mail: [jlambert@placentia.org](mailto:jlambert@placentia.org)

**From:** Nick Polichetti <[npolichetti@gmail.com](mailto:npolichetti@gmail.com)>  
**Sent:** Tuesday, July 16, 2024 2:28 PM  
**To:** Joseph Lambert <[jlambert@placentia.org](mailto:jlambert@placentia.org)>  
**Subject:** End of Term

**EMAIL FROM EXTERNAL SOURCE**

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Hi Joe,

Thanks again for taking my call this afternoon. Both my personal life as well as my professional life have had recent and exciting promotions/advancements. Unfortunately, these have also required more of my time. To better deliver for my family and my career, and to make sure that the City of Placentia has the best representation at the planning commission, I'm planning on ending my current term November 30th, 2024.

Please let me know if you have any questions or concerns.

Thanks,  
Nick Polichetti



RECEIVED

MAR 14 2022

CITY CLERK'S OFFICE  
CITY OF PLACENTIA



**City of Placentia**  
Application for Commissions,  
Committees and Boards

**I am interested in serving on the following Commission(s) or Committee(s):**  
(If more than one, please rank in order of interest)

Citizens' Oversight Committee	1.	<u>Planning Commission</u>
Financial Audit Oversight Committee		Senior Advisory Committee
Heritage Committee	2.	<u>Streetscape &amp; Transportation Advisory Commission</u>
Historical Committee		Veterans Advisory Committee
Park Arts & Recreation Commission		
First Name: Anthony	Middle Name: Jacob	Last Name: Marhoefer
Home Address: 1252 Athens Avenue	City: Placentia	Zip Code: 92870
Home Phone: 714-262-5531	Driver's License No.: D8107301	Email Address.: anthonymarhoefer@aol.com
Present Employer: Proactive Engineering	Work Address: 200 S. Main Street, Suite 300	City & Zip Code: Corona, CA 92870
Occupation: Principal Construction Manager	Work Phone: 714-262-5531	
How long have you lived in the City of Placentia? 15-Years	Are you a U.S. Citizen? <input checked="" type="radio"/> Yes No	Have you ever filed bankruptcy? Yes <input checked="" type="radio"/> No
Former places of employment: Disney From: 02/2008 To: 12/2021	Job Title & Description: Senior Project and Construction Manager (Imaging)	
Former places of employment: ACCI From: 05/2005 To: 02/2008	Job Title & Description: Senior Project Manager (Multifamily/Mixed-Use Construction)	
What are your qualifications, strengths, and experience relevant to the Commission/Committee/Board desired? I have 30-years of construction management / project management and development experience. I have worked in various jurisdictions across Southern California and America (LA, Anaheim, Santa Ana, San Diego, Corona, Chicago, Tampa, and Orlando) and have managed large multi-million dollar capital projects from concept through completion. My team building, negotiation, contracts, financial, and planning strengths have been proven throughout my career and will provide added value to the Commission.		
Reasons you are interested in serving on this Commission/Committee/Board: I am raising a family of five and want to use my professional experience to give back to my community, helping Placentia to continue becoming a better place to live and visit. Placentia has grown and improved so much over the past 15-years and I want to be part of the next 15-years of its continued development and beautification. I believe my career experience and positive attitude will complement the Commission well.		
Property Interests in Placentia: Primary (only) residence: 1252 Athens Avenue		
Stock or Business Affiliations with organizations that may provide materials or services to the City of Placentia: None		

Please Return Completed Application and a Résumé, if desired, to:

City of Placentia  
City Clerk's Office  
401 East Chapman Avenue  
Placentia, CA 92870

**For any questions, please call: (714) 993-8231**  
**Applications are accepted year-round and will be kept on file for future vacancies.**



# City of Placentia

## Application for Commissions, Committees, and Boards



### Background Information

You must respond to all of the following questions:

1. Were you ever employed by or have you served in any capacity at the City of Placentia?  
 If yes, please describe: Yes  No
  
2. Are any of your relatives (by blood or marriage) employed by or have they served in any capacity at the City of Placentia?  
Yes  No
  
3. Have you ever been convicted of any crime or violated any law, ordinance, or statute (this includes traffic citations) other than a parking violation?  
*(No traffic tickets in the past 25-years.)* Yes  No

◆ If the answer to any of the above is "Yes," explain in detail in the space provided below.

**Notice:** The City of Placentia is committed to reasonable accommodation for disabled persons. If you believe you may need reasonable accommodation to perform the duties of the position for which you are applying, you are encouraged to state it in the space below.

(use additional sheet if necessary)

### PLEASE READ CAREFULLY – APPLICANT’S CERTIFICATION AND AGREEMENT (MUST BE SIGNED AND DATED)

I hereby certify that the facts set forth in the above application are true and complete to the best of my knowledge. I understand that, if appointed, false statements on this application shall be considered sufficient cause for dismissal. I understand that, if appointed, such appointment will be subject to verification of data provided in my application and any related documents or résumé. I authorize education institutions, employers, law enforcement authorities, organizations and individuals having relevant information concerning my qualifications for appointment to release such information; and I release all concerned from any liability in connection therewith; and I understand that I can make a written request as to the nature and scope of said information. I understand that if appointed the City will conduct a DMV/criminal background check including fingerprinting. I understand that if appointed, I will be required to know, and comply with, all rules and regulations. I understand that the benefits, rules and regulations may be changed, modified, deleted, or added to at any time at the City’s sole option, and without prior notice.

Signature:  Date: March 3, 2022

Please see the following pages for descriptions of all Commissions and Committees.

# TONY MARHOEFER

tmarhoefer@proengcm.net

[www.linkedin.com/in/tonymarhoefer](http://www.linkedin.com/in/tonymarhoefer)

Phone: 714.262.5531

## SENIOR CONSTRUCTION PROJECT MANAGER

Seasoned construction leader, expertly executing all aspects of the construction process across complex, dynamic projects. Using sound business expertise to align multifunctional teams in consistent delivery of superior quality projects in compliance with safety and environmental standards, budgets and schedule.

**Exceptional management qualifications** in executive reporting, strategic planning, construction execution, and cost control administration.

**Builds and direct multidisciplinary teams** with in-depth accountability. Cultivate dynamic team partnerships with contractors, vendors, architects, engineers, inspectors, civil agents, and other stakeholders.

**Delivers dramatic gains in efficiencies, productivity, production, and revenues** through diligent strategic planning, team building, and proactive disciplined controls. Inspires a culture of continuous improvement.

## PROFESSIONAL EXPERIENCE

**PROACTIVE ENGINEERING CONSULTANTS | Corona, CA | Dec.2020 - Current**  
**Principal Construction Manager**

### **City of Corona, Citywide Park Accessibility - Year 2 and Year 3**

As a hands-on project manager who has strong technical background and experience in a wide variety of accessibility and park related projects, Tony completed the site investigations and design management of the two five-park programs through completion of permit documents and project turnover. Focus of this program is improving accessibility and ADA compliance, requiring knowledge of code requirements, and solving a variety of conditions.

### **Willow Springs**

Murietta, California – Proactive Engineering (for Lennar Homes)  
Permit expediting and site development design coordination support for 122 acres on Highway 79 / Winchester Road. Master planned development consisting of a gated 283 single family detached residential community with 3 parcels designated for commercial / business park uses.

**THE WALT DISNEY COMPANY, IMAGINEERING | Anaheim, CA | 2008- Dec.2020**  
**Senior Construction Manager**

Planned and executed a diverse range of projects, in scale and complexity. Developed programs and contracting strategies with best value and practices and continuous improvements. Led projects totaling millions of construction labor hours with more than \$2B of total installed value. Consistently exhibiting excellence in building teams and projects, delivering complex products on-time, under budget and with exceedingly high quality.

## EDUCATION

**BACHELOR OF SCIENCE**  
**CONSTRUCTION MANAGEMENT**  
**COLORADO STATE UNIVERSITY**

## CERTIFICATIONS

Virtual Design & Construction,  
CIFE, Stanford University  
OSHA-30 Hour  
FEMA ICS-100

## EXPERTISE

Project Management  
Construction Management  
Executive Reporting &  
Presentations  
Strategic Planning  
Change Management  
Cost Reduction and Controls  
Team Leadership &  
Development  
Process Improvements  
Capital Appropriations  
Equipment Specifications  
Workforce Planning  
Quality Assurance and Control  
AQMD & WQMP Regulations  
MEP&F Coordination  
CAL-Green Requirements  
Civil Infrastructure Construction  
Due Diligence Reports & Site  
Investigations

## TECHNICAL PROFICIENCIES

Microsoft Office Suite  
MS Teams - Bluejeans - Zoom  
BIM 360 - Field - Autodesk  
SketchUp & Navisworks  
PMCS - Proliance - Prolog  
Procure - Kahua - Constructware  
Bluebeam Revu  
Box.com

***PROFESSIONAL EXPERIENCE, continued*****Key Projects and Accomplishments****THE WALT DISNEY COMPANY, IMAGINEERING;****Senior Construction Manager**

- Mickey & Minnie's Runaway Railroad project through design development to completion of utility infrastructure, foundations, and steel erection. Designed and implemented benchmark COVID-19 prevention program modeled for companywide application.
- Star Wars Galaxy's Edge, Smuggler's Run project, a large-scale major ride attraction. Led and coordinated GC and trade partners, from preconstruction earthwork, Civil utility infrastructure site development, through foundations and steel erection.
- Star Wars Galaxy's Edge enabling work, leading the design-build construction of 22 warehouses and workshop buildings and Civil Utility infrastructure, seamlessly relocating 12-acres of critical back-of-house facilities without interruption to Disneyland Resort operations, perfectly hitting all Key Schedule and Performance Indicators.
- Star Wars Launch Bay venue from design development through execution of construction, turnover, and opening of themed attraction and retail facility.
- Peter Pan's Flight renovation and "New Magic" enhancements program coordinating and facilitating show installations through delivery for Disneyland's 60<sup>th</sup> Anniversary.

**Senior Project Manager**

- Sr. Project and Construction Manager on the Pixar Pier project, an extremely fast-tracked Land development with multiple rides and attractions. Led design and construction teams through Blue-Sky concept design, phased capital authorization, construction, and completion.
- Strategized prefabricated buildings and installations in the Main Street Bypass & Guest First Aid areas with themed facades for highly coordinated area development project. Ensured zero operational impacts.
- Conducted "New Magic" renovation and enhancements program across Alice in Wonderland area development, planning, installation coordination, to close out.
- Planned, bid and executed virtual design and construction (VDC) guaranteed maximum price (GMP) contract project for Disneyland Main Street USA's Market House flagship Starbucks.
- Expedited Big Thunder attraction "New Magic" special effects installations and construction enhancements.
- Outpaced the Princess Fantasy Faire virtual design construction (VDC) guaranteed maximum price (GMP) with target value estimate for small "land" with multitude of themed buildings.
- Completed the Fantasyland Theatre, Amphitheatre construction project on time and under budget.
- Orchestrated the strategic buyout and planning of reconstruction of the Disneyland Hotel with 1,100 rooms and three hotel towers, including engineering and installation of complex window wall systems, MEP, and complete interiors. Drove seamless deliveries, 3 months ahead of schedule and 20% under budget.

**ADDITIONAL PROFESSIONAL EXPERIENCE****AMERICAN CONSTRUCTORS CALIFORNIA, INC. | Senior Project Manager**

Shaped all phases of the award winning, mixed-use multi-family development. Project included 18-Acres of "Greenfield" land development with 185 residential units within 24-buildings; from preconstruction, permitting, buyout, site development and construction. Site development included complete earthwork packages and civil utility infrastructure work, with all wet and dry utilities' street POCs through individual building service laterals, street lighting, fire hydrants, and traffic signals.

**THE WALT DISNEY COMPANY, DISNEYLAND RESORT | Project Manager & Imagineering Construction Manager**

Directed successful diverse construction menus of entertainment, facility, and security projects. Managed construction controls for Buzz Lightyear attraction; including buyout, schedule and change management.

**THE CLARK CONSTRUCTION GROUP, INC. | Project Manager, Project Engineer, and Estimator**

Estimated, bid and awarded various building trades on large-scale, multimillion-dollar projects in western region.

***Manchester Grand Hyatt***

Led site development and structural trades on a 34-story, 750-room hotel in San Diego California.

***Disney California Adventure***

Led site development and construction of the Main Entry work, including new entrance to Disneyland.

**DISNEY REGIONAL ENTERTAINMENT | Construction Manager*****DisneyQuest 2***

Produced 90,000sf, 5-story construction project in downtown Chicago Illinois. Managed project through permitting, contracting, labor relations, change management, turnover and Grand Opening.

**THE CLARK CONSTRUCTION GROUP, INC. | Project Engineer*****DisneyQuest 1 and Downtown Disney***

Facilitated design and planning of 90,000sf, 5-story indoor interactive attraction in Orlando Florida. Supported construction of Wolfgang Puck Café, Bongos Cuban Café, Cirque du Soleil, and retail development.

**City of Placentia**

October 14, 2024

Streetscape and Transportation Advisory Commission

C/o: Kyra Tao, PTP

401 E. Chapman Avenue

Placentia, CA 92870

Re: Tony Marhoefer's Letter of Intent to be Formal Commissioner

Dear Council and Public Works Department,

Please consider this letter as my formal request and intent to continue supporting the Streetscape and Transportation Advisory Commission as a full commissioner.

I was appointed to the Streetscape and Transportation Advisory Commission (STAC) as an Alternate Commissioner by the City Council on July 5, 2022, and have served in this capacity for the past two years. I will be glad for the opportunity to serve the City of Placentia as a full STAC Commissioner, if the opportunity is available.

Please let me know if additional information or clarification is needed. Thank you.



Anthony "Tony" Marhoefer

1252 Athens Avenue (since 2006)

Placentia, CA 92870

Phone: 714-262-5531

tonymaroefer@gmail.com

**From:** [Anthony Peralta](#)  
**To:** [Kyra Tao](#)  
**Subject:** FW: Streetscape and Transportation Advisory Commission Regular Meeting on November 18, 2024  
**Date:** Monday, November 4, 2024 9:52:21 AM  
**Attachments:** [image004.png](#)  
[image003.png](#)

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Hi Kyra,

Commissioner Ingalls has submitted his letter of resignation to be effective today.

Best regards,

**Anthony Peralta** | Administrative Assistant | Public Works Department  
City of Placentia | 401 E. Chapman Ave. Placentia, CA 92870  
☎ (714) 993-8148 | (714) 961-0283 | [aperalta@placentia.org](mailto:aperalta@placentia.org)



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**From:** Thomas Ingalls <[thomas.ingalls@yahoo.com](mailto:thomas.ingalls@yahoo.com)>  
**Sent:** Monday, November 4, 2024 9:50 AM  
**To:** Anthony Peralta <[aperalta@placentia.org](mailto:aperalta@placentia.org)>  
**Subject:** Re: Streetscape and Transportation Advisory Commission Regular Meeting on November 18, 2024

**EMAIL FROM EXTERNAL SOURCE**

Don't reply, click on a link or open an attachment unless you recognize the sender and know the content to be safe. If you believe this email to be unsafe, please use the [Report Phish](#) button in Outlook and notify the IT department.

I hope this message finds you well.

I am writing to formally resign from my position on the Streetscape and Traffic Advisory Committee for the City of Placentia, effective November 4, 2024. This decision is due to scheduling conflicts with my current employment that prevent me from fulfilling my responsibilities to the committee.

I have appreciated the opportunity to work alongside such dedicated individuals and contribute to our city's community initiatives. I wish the committee continued success in its future endeavors.

Thank you for your understanding.

Sincerely,  
Thomas Ingalls

On Monday, November 4, 2024 at 09:38:48 AM PST, Anthony Peralta <[aperalta@placentia.org](mailto:aperalta@placentia.org)> wrote:

Good morning Streetscape and Transportation Advisory Commissioners,

I hope this email finds you all doing well. Please confirm with if you will be attending the upcoming November 18<sup>th</sup> meeting.

Best regards,

**Anthony Peralta** | Administrative Assistant | Public Works Department  
City of Placentia | 401 E. Chapman Ave. Placentia, CA 92870  
☎ (714) 993-8148 | (714) 961-0283 | [aperalta@placentia.org](mailto:aperalta@placentia.org)



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## PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: November 19, 2024

Submitted by: Kyra Tao

From: Public Works

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### Subject:

Acceptance of Construction Work and Notice of Completion for the Wayfinding Directional Signage Project Phase 1, City Project No.1403

### Financial Impact:

#### Fiscal Impact:

Expense: \$ 86,146.49 Original Construction Contract

\$ 15,853.51 Change Order No. 1

\$ 2,170.00 Change Order No. 2 & 3

\$104,170.00 Total Construction Cost

Budgeted: \$200,000.00 FY 2023-24 & FY 2024-25 CIP Budget

### Summary:

On September 19, 2023, the City Council awarded a contract with Square Sign LLC DBA Front Signs (Square Sign) to provide construction services for a not-to-exceed amount of \$86,146.49 on the Citywide Wayfinding Directional Signage project. Contract Change Order No. 1 in an amount not-to-exceed \$16,000 was approved by the City Council on December 5, 2023, that allows a more heat-resistant painting application compatible with the installation of welding brackets on the rear of the signs as opposed to visible bolts. This painting technique required additional labor work to fabricate a total of forty-four (44) directional signs. Contract Change Order Nos. 2 & 3 were approved in the amount of \$2,170 which were within the City Administrator's approval limit. The scope of this change order work included revision and relocation of directional signs at three locations. The Project has been completed to the satisfaction of the City. This action concludes the Project and authorizes filing a Notice of Completion with the Orange County Clerk-Recorder's Office in the amount of \$104,170.

### Recommendation:

Recommended Action: It is recommended that the City Council:

1. Accept the work performed by Square Signs LLC DBA Front Signs, for construction of the Wayfinding Directional Signage Project (Wayfinding Project Phase I), City Project No. 1403 for a grand total amount of \$104,170; and
2. Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and
3. Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

**Strategic Plan Statement:**

This item conforms to Strategic Plan Goal 6, Improve City Beautification; and Objective 6.2, Select Concept and Install Citywide Wayfinding Signage.

**Discussion:**

On September 19, 2023, the City Council awarded a construction contract to Square Signs LLC (dba Front Signs), in the amount of \$86,146.49 for the Citywide Wayfinding Directional Signage project. The project scope consisted of fabrication and installation of a total of forty-four (44) directional signs. This project was the first phase of the citywide wayfinding signage program. The Wayfinding Signage Phase I project included fabrication and installation of newly designed directional signs to navigate motorists to key destinations throughout the City. Effective community wayfinding signage is a key component to economic development efforts and placemaking and conveys a higher degree of a community's sophistication and investment in its local infrastructure.

Because the sign installation required welding brackets on the rear of the signs as opposed to visible bolts, the original proposed printing technique to print the designed pattern on the back of each sign was not feasible as the heat from the welder would damage the print. On December 5, 2023, Contract Change Order No. 1 was approved by the City Council in an amount not-to-exceed \$16,000 to allow an alternative approach which included painting the desired pattern on each sign after the bracket is welded. The painting application makes the sign more resistant to weathering and extends the service life of the sign an additional 5-10 years. In addition, Contract Change Order Nos. 2 & 3 were approved in the amount of \$2,170 which is within the City Administrator's 10% approval limit. The scope of this change order work included revision and relocation of directional signs at three locations.

Staff has inspected and accepted the project. This action concludes the Project and authorizes filing a Notice of Completion with the Orange County Clerk-Recorder's Office in the amount of \$104,170.

**Fiscal Impact Summary:**

The final construction cost plus the change orders amount to \$104,170. This cost consists of the bid amount submitted by Front Signs in the amount of \$86,146.49 and Contract Change Order Nos.1-3 for \$18,023.51. A total amount of \$200,000 was available and budgeted within the Fiscal Year (FY) 2023-24 Capital Improvement Program (CIP) Budget for the construction of this project. The remaining project funds were carried over to the FY 2024-25 CIP Budget. As such, sufficient funds exist for the recommended actions.

**Attachments**

[Attachment 1 - Notice of Completion for Square Signs dba Front Signs](#)

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name

City Clerk

Street Address

City of Placentia

City & State

401 E. Chapman Ave.  
Placentia, CA 92870

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Free Recording Per Government Code Section 27383 & 6103.

City Council Approval: November 19, 2024

Carole Waymen, Deputy City Clerk

## NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for Complete requirements.)

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is City of Placentia
- The full address of the owner is 401 East Chapman Avenue  
Placentia, CA 92870
- The nature of the interest or estate of the owner is: In fee.  
N/A  
(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:  

NAMES	ADDRESSES
<u>N/A</u>	
- A work of improvement on the property hereinafter described was completed on October 28, 2024. The work done was:  
Fabrication and installation of citywide wayfinding directional signage at various locations in the City of Placentia.
- The name of the contractor, if any, for such work of improvement was Square Signs LLC dba Front Signs.  
3520 Valhalla Drive, Burbank, CA 92870 09/19/2023  
(If no contractor for work of improvement as a whole, insert "none".) (Date of Contract)
- The property on which said work of improvement was completed is in the city of Placentia  
County of Orange, State of California, and is described as follows: Fabrication and installation of citywide wayfinding signage at various City of Placentia locations.
- The street address of said property is Citywide locations, Placentia, CA 92870.  
(If no street address has been officially assigned, insert "none".)

**CITY OF PLACENTIA**

Dated: November 19, 2024

Verification for Individual Owner

Rosanna Ramirez, Acting City Administrator  
Signature of owner or corporate officer of owner named in paragraph 2 or his agent

### VERIFICATION

I, the undersigned, say: I am the Acting City Administrator, Rosanna Ramirez the declarant of the foregoing  
("President of", "Manager of", "Owner of", etc.)

Notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 19, 2024, at Placentia, California.  
(Date of Signature.) (City where signed.)

Rosanna Ramirez, Acting City Administrator  
(Personal signature of the individual who is swearing that the contents of the notice of completion are true)



## PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: November 19, 2024

Submitted by: Madelinne Villapando

From: Community Services

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### **Subject:**

Agreement with St. Jude Hospital to Accept a Healthy Communities Initiative Grant to Support Community Health and Wellness

### **Financial Impact:**

#### Fiscal Impact:

Expense: \$60,000 (St. Jude Grant)

Revenue: \$60,000 (St. Jude Grant)

### **Summary:**

St. Jude Hospital (St. Jude) has approached the City of Placentia (City) to continue supporting community health and wellness through the Healthy Community Initiative. The partnership between St. Jude and the City has proved successful over the past eight (8) years. St. Jude has provided thousands of dollars in facility renovations including, repairs of the rubberized surfacing for two (2) playgrounds, re-plastering of both community pools, the addition of exercise equipment at three (3) parks, support for food programs at the Whitten Community Center, and pathway lighting for Kraemer Park. Additionally, the ongoing grant dollars have provided funding for grant writing services and for program scholarships to assist families with registration fees associated with active recreationally programming.

Currently, in order to continue supporting the established Healthy Communities Initiative, the St. Jude Hospital Board of Trustees Community Benefit Committee has approved a Healthy Communities grant of up to \$60,000 to the City for Fiscal Year 2024-2025. The purpose of the grant is to assist in the reduction and prevention of obesity by supporting residents in low-income neighborhoods to increase physical activity and healthy eating.

The proposed grant agreement with St. Jude identifies funding to purchase sports field netting equipment for Torii Hunter Field at Kraemer Park, cover cost for three (3) Placentia residents to receive Zumba instructor certifications, and to support seasonal food programs at the Whitten Community Center.

Staff recommends the City Council approve an agreement with St. Jude accepting a \$60,000 Restricted Project Grant focused on obesity reduction and prevention in low-income neighborhoods located within the City. Additionally, Staff recommends the City Council approve Resolution No. R-2024-72 to authorize a budget amendment for \$60,000 to the Fiscal Year 2024-2025 budget.

**Recommendation:**

Recommended Action: It is recommended that the City Council:

1. Approve a Restricted Project Grant Agreement with St. Jude Hospital to accept a \$60,000 Healthy Communities Initiative Grant to support community health and wellness; and
2. Approve Resolution No. R-2024-72, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2024-25 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
3. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

**Discussion:**

Over the last eight (8) years, St. Jude Hospital (St. Jude) has awarded the City of Placentia (City) \$320,000 in grant funds to support program enhancements and city initiatives, improve existing outdoor activity spaces, and incorporate health and wellness aspects when developing new programs or initiatives.

To continue this effort, St. Jude approached the City to continue to support the community health and wellness through Healthy Community Initiatives. The partnership between St. Jude and the City has proved successful over the past eight (8) years and has provided thousands of dollars in facility renovations including, repairs of the rubberized surfacing for two (2) playgrounds, re-plastering of both community pools, the addition of exercise equipment at three (3) parks, support food programs at the Whitten Community Center, and pathway lighting for Kraemer Park. Additionally, the ongoing grant funding has provided funding for grant writing services and for program scholarships to assist families with registration fees associated to active recreational programming. The purpose of the grant is to assist in the reduction and prevention of obesity by supporting residents to increase physical activity and health eating in low-income neighborhoods.

The proposed grant agreement with St. Jude identifies funding to purchase sports field netting equipment for Torii Hunter Field at Kraemer Park, cover costs for three (3) Placentia residents to receive Zumba instructor certifications, and to support seasonal food programs at the Whitten Community Center. The total proposed grant funds of \$60,000 will support the following activities:

- **Sports Field Netting for Torii Hunter Field at Kraemer Park - \$47,000**

The City has budgeted a total of \$12,200 in Fiscal Year 2024-2025 to purchase sports field netting for Torii Hunter field at Kraemer Park. The total cost for product and install will be \$60,000. The field netting will be utilized by sports groups and the community to provide safe athletic options and physical activity opportunities.

- **Three (3) Zumba Instructor Certificates - \$1,200**

The City will utilize these funds to have three (3) Placentia residents complete Zumba instructor certification. These instructors then will provide a Zumba class option to three (3) community centers. This will promote healthy exercise and fitness opportunities to low-income communities and assist the City in providing reduction and prevention of obesity.

- **Food Programs at Whitten Community Center - \$11,000**

The City will utilize these funds to continue providing food programs to the community. Food programs will be located at the Whitten Community Center and will serve all Placentia residents. The City will continue to support current food programs and seasonal food programs with the funding. Any additional funds remaining will be utilized for scholarships to low-income resident youth and teens to participate in City programs.

**Fiscal Impact Summary:**

The agreement with St. Jude will provide \$60,000 in grant funding for the Fiscal Year 2024-25, unless otherwise agreed upon in writing by both St. Jude and the City. The funding will purchase sports fields netting, cover costs for three (3) residents to receive Zumba instructor certifications, and support food programs at the Whitten Community Center. Should Council approve the proposed grant agreement and Resolution No. R-2024-72, a budget amendment will be made to reflect the grant expenditures and revenues in the Fiscal Year 2024-2025 operating budget under Miscellaneous Grant Funds.

**Attachments**

[Budget Amendment Resolution- St. Jude Grant FY 24-25.pdf](#)  
[PlacentiaCityCY25grant agreement.pdf](#)

**RESOLUTION NO. R-2024-72**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2021-22 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.**

**A. Recitals.**

(i). The adopted budget for the 2024-25 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 2024-25, Resolution No. R-2024-72, is hereby amended to reflect the following expenditure of funds from the Account specified to the Account specified:

<b>Fund</b>	<b>Description</b>	<b>Department</b>	<b>GL Account</b>	<b>Amount</b>	<b>Type</b>
St. Jude Healthy Communities Grant	Equipment, Certification, and Food Programs	Community Services	504070-6401	\$60,000	Expense
St. Jude Healthy Communities Grant	Equipment, Certification, and Food Programs	Community Services	504070-4760	\$60,000	Revenue

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 19<sup>TH</sup> DAY OF NOVEMBER 2024.**

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

ATTEST:

\_\_\_\_\_  
Robert McKinnell, City Clerk

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, Robert McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 19<sup>TH</sup> day of November 2024 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Robert McKinnell, City Clerk

APPROVED AS TO FORM:

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

**Providence St. Jude Hospital  
Restricted Project Grant Agreement  
City of Placentia  
Grant Number 202501**

This Restricted Project Grant Agreement (“Agreement”) upon execution on behalf of Grantee in the spaces provided for signature will evidence Grantee’s agreement with and commitment to City of Placentia (“City”) as follows:

**I. Grantee’s Status**

This grant is specifically conditioned upon Grantee’s status as an eligible grantee of St. Jude Hospital (“Hospital”) in accordance with this section. Grantee warrants and represents that it is a public organization. Grantee will notify the Hospital immediately of any actual or proposed change in tax status.

**II. Purposes of Grant**

To prevent and reduce obesity by assisting the City of Placentia in supporting residents to increase physical activity, improve mental health, and eat healthier.

This grant is made only for the specific charitable purposes described in the Agreement as part of the hospital’s community benefit program. The grant funds may not be used for any other purpose without prior written approval from the Hospital.

**III. Use of Grant Funds and Mutual Expectations**

These grant funds will be used as follows:

1. PSJMC will provide \$47,800 for the purchase of sports field netting for Torii Hunter Field at Kraemer Park to create additional physical activity opportunities and safety for the community. The City of Placentia shall be responsible for installation and maintenance of the sports field netting.
2. Hospital will provide \$1,200 for the City to provide Zumba certification instruction for three Placentia community residents. The City will create a MOU with the residents indicating that they will agree to provide Zumba classes once a week at the Whitten Community Center, Gomez Community Center, and/or the Senior Center. City will commit to documenting number of Zumba classes and participants quarterly.
3. Hospital will provide \$11,000 to the City towards the Whitten Community Center Food Program, Gift Card holiday giving, and scholarships to low-income residents to participate in Parks and Recreation child/ teen City Sports Leagues. The food gift cards and food program will help reduce food insecurity in our most vulnerable population during the Holidays. The City will commit to weekly CalFresh enrollment availability for residents (assistance/ training from Second Harvest Food Bank, Community Action Partnership of Orange County, or 211). Scholarships

will increase access to team play and physical activity opportunities for the youth.

4. Partner with Placentia Collaborative on the health & wellness subcommittee and designate a city staff or commissioner to work with the collaborative to lead a subcommittee of the Parks and Recreation or Planning Commission. The committee will lead efforts to support a policy or ordinance that promotes healthy nutrition and increased physical activity thereby helping to create a culture of health in the city.
5. Placentia will submit a Mid-Year and Final Project Report using the WizeHive grant reporting platform documenting the use of funds and Project progress and will participate in the initiative's evaluation.
6. The City will be responsible for entering data and grant progress reporting on the Providence WizeHive online platform upon instruction provided by PSJMC in January 2022.

**IV. Amount of Grant**

\$30,000 payable upon receipt of this executed Agreement and the remaining \$30,000 amount after the mid-year report is submitted to the WizeHive grant report online platform and adequate progress is documented.

**V. Period of Grant**

Grant funds are to be applied to expenses incurred for the period January 1, 2025 to December 31, 2025 unless otherwise agreed upon in writing by the Hospital and the City.

**VI. Terms and Conditions of Grant**

Grantee agrees that the grant is subject to the following conditions:

**A. Expenditure of Grant Funds**

1. Use of Funds. Grantee must spend the grant funds only for the purposes described above.
2. Prohibited Uses. Grantee shall not use any of the funds from this grant in a manner inconsistent with Section 501 (c) (3) of the Code, including:
  - a. carrying on propaganda, or otherwise attempt to, influence legislation,
  - b. influencing the outcome of any specific public election,
  - c. carrying on directly or indirectly any voter registration drive.
  - d. inducing or encouraging violations of law or public policy
  - e. causing any private inurement or improper private benefit to occur.

- B. Return of Funds. Grantee shall return to the Hospital any unexpended grant funds under the following conditions:
1. If the Hospital, in its reasonable discretion, determines that the Grantee has not performed in Accordance with this Agreement;  
or
  2. Any portion of the funding is not used for grant purposes.
- C. Records, Audits. Funds provided by the Hospital shall be accounted for in the Grantee's books and records. The Grantee shall retain original substantiating documents related to restricted grant expenditures and make these records available for the Hospital's review upon request. The Collaborative reserves the right, upon written notice, to audit the Grantee's books and records relating to the expenditure of any funds provided by the Hospital as a restricted grant.
- D. Reports. Grantee shall submit a report to WizeHive online grant reporting platform by July 15, 2025 for the period January 1, 2025 – June 30, 2025 and the second due January 15, 2026 for the period July 1, 2025 – December 31, 2025. Grant reporting on the purchase and installation of the field netting at Torii Hunter Field at Kraemer Park, number of scholarships awarded, Zumba classes participation, Food Program participants, and number of low-income residents provided food gift cards.
- E. Budgets. Expenditures of grant funds must be made substantially in accordance with the grant budget, which is attached as Exhibit A. Any material changes from the budget must be approved in advance by the Hospital.
- F. Licensing and Credentials. The Grantee hereby agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities, and for its employees and all other persons engaged in work in conjunction with this grant.
- G. Management and Organizational Changes. The Grantee agrees to provide immediate written notice to the Hospital if significant changes or events occur during the term of this grant which could potentially impact the progress or outcome of the grant, including, without limitation, changes in the Grantee's management personnel or losses of funding.
- H. No Agency. Grantee is solely responsible for all activities supported by the grant funds, and in the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.
- I. No Waivers. The failure of the Hospital to exercise any of its rights

under this agreement shall not be deemed to be a waiver of such rights.

- J. No Further Obligations by the Hospital. This grant is made with the understanding that the Hospital has no obligation to provide other or additional support or grants to the Grantee.
- K. Remedies. If the Hospital determines, in its reasonable discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, the Hospital may, in addition to other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement and the Hospital may demand return of all or part of the grant funds not properly spent or committed to third parties, which Grantee shall immediately pay to the Collaborative. The Hospital may also avail itself of any other remedies available by law.
- L. Indemnification. Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Hospital, its officers, directors, employees and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from and in connection with any act or omission of Grantee, its employees, or agents in applying for or accepting the grant, in expending or applying the grant funds, or in carrying out any project or program to be supported by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of the Hospital, its officers, directors, employees, or agents.
- M. Entire Agreement: Amendments and Modifications. This Agreement constitutes the entire agreement of the parties with respect to its subject matter supersedes any and all prior written or oral agreements or understandings with respect to the subject matter hereof. This Agreement may not be amended or modified, except in writing signed by both parties.
- N. Governing Law. This Agreement shall be governed by the laws of the State of California.

## VII. Acceptance of Agreement

The Hospital reserves the right to withhold or suspend payments of grant funds if the Grantee fails to comply strictly with any of the terms and conditions of this Agreement.

If this Agreement correctly sets forth your understanding and acceptance of the arrangements made regarding this grant, please countersign and return to the Hospital.

Accepted on behalf of City of Placentia by:

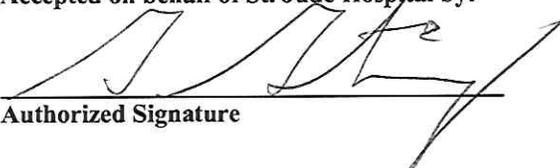
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Accepted on behalf of St. Jude Hospital by:

  
\_\_\_\_\_  
Authorized Signature

10/23/2024  
\_\_\_\_\_  
Date

EUGENE GUTIERREZ  
\_\_\_\_\_  
Printed Name

CFD  
\_\_\_\_\_  
Title

Approved, 10.21.24 *Leah Leilani Beck*  
Director, Community Services

**Exhibit A**  
**Grant Number 202501**  
**Budget**

<b>Budget Item</b>	<b>Amount</b>
Sports field netting for Torii Hunter Field at Kraemer Park for safety and physical activity opportunities.	\$47,800
Zumba certification instruction for 3 Placentia community residents. Zumba classes once a week at the Whitten Community Center, Gomez Community Center, and/or the Senior Center.	\$1,200
Support for the Food Program and scholarships for youth. Purchase of food gift cards for low-income residents for holiday meals.	\$11,000
<b>TOTAL EXPENSES</b>	<b>\$60,000</b>



Agenda Item No: 1.g

## PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: November 19, 2024

Submitted by: Jennifer Lampman

From: Finance

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### **Subject:**

Measure M (M2) Expenditure Report for Fiscal Year 2023-24

### **Financial Impact:**

Fiscal Impact: There is no fiscal impact to the recommended action.

### **Summary:**

On November 6, 1990, Orange County voters approved Measure M, which authorized the imposition of a one half-cent sales tax for a 20-year period effective April 1, 1991, to provide funding for regional and local transportation projects. On November 7, 2006, voters approved Renewed Measure M (M2). M2 is a 30-year, multi-billion-dollar program extension of the original Measure M with a new slate of transportation projects and programs. The City of Placentia receives local M2 funds each year. Adoption of the attached Resolution will approve and adopt the Fiscal Year 2023-24 M2 Expenditure Report for submittal to the Orange County Transportation Authority (OCTA) as part of the M2 compliance program.

### **Recommendation:**

Recommended Action: It is recommended that the City Council:

1. Adopt Resolution No. R-2024-76, a Resolution of the City Council of the City of Placentia, California, concerning the Fiscal Year 2023-24 Measure M2 (M2) Expenditure Report for the City of Placentia.

### **Strategic Plan Statement:**

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

### **Discussion:**

On November 6, 1990, Orange County voters approved Measure M, which authorized the imposition of a one half-cent sales tax for a 20-year period effective April 1, 1991, to provide funding for regional and local transportation projects. On November 7, 2006, voters approved Renewed Measure M, which is commonly referred to as M2. M2 is a 30-year, multi-billion-dollar program extension of the original Measure M with a new slate of transportation projects and programs. The City of Placentia receives local M2 funds each year.

As a part of M2's compliance program an annual report is prepared by the City to validate eligible use of funds and must be submitted within six (6) months to OCTA following the end of the City's fiscal year. The year-end report for FY 2023-24 is required to be submitted by

December 31, 2024. This expenditure report is a detailed financial report submitted by the City and used to track financial activity as it relates to M2 and other improvement funds. The report accounts for funds received, interest earned, and use of M2 and other funds. A copy of this report (Attachment 2) is attached to the Resolution. Staff is recommending the adoption of this Resolution and report to allow the City to continue to receive M2 funds from OCTA.

**Fiscal Impact Summary:**

There is no direct fiscal impact associated with the recommended actions. The M2 Expenditure Report is a receive and file document that is a required component of M2 compliance and must be submitted in order to qualify for current and future M2 funding.

**Attachments**

[Attachment\\_1\\_-\\_Resolution\\_R-2024-76-\\_FY\\_2023-24\\_Measure\\_M2\\_Expenditure.docx](#)  
FY 23-24 M2 Expenditure Report -Attachment 2

## RESOLUTION NO. R-2024-76

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, CONCERNING THE FISCAL YEAR 2023-24 MEASURE M2 (M2) EXPENDITURE REPORT FOR THE CITY OF PLACENTIA

#### A. Recitals

(i). Local jurisdictions are required to meet eligibility requirements and submit eligibility verification packages to the Orange County Transportation Authority (OCTA) in order to remain eligible to receive M2 funds; and

(ii). Local jurisdictions are required to adopt an annual M2 Expenditure Report as part of one of the eligibility requirements; and

(iii). Local jurisdictions are required to account for Net Revenues, developer/traffic impact fees, and funds expended by local jurisdiction in the M2 Expenditure Report that satisfy the Maintenance of Effort requirements; and

(iv). The M2 Expenditure Report shall include all Net Revenue fund balances, interest earned and expenditures identified by type and program or project; and

(v). The M2 Expenditure Report must be adopted and submitted to the OCTA each year within six months of the end of the local jurisdiction's fiscal year to be eligible to receive Net Revenues as part of M2.

#### B. Resolution

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

1. The M2 Expenditure Report is in conformance with the template provided in the Measure M2 Eligibility Guidelines and accounts for Net Revenues including interest earned, expenditures during the fiscal year, and balances at the end of fiscal year.
2. The M2 Expenditure Report is hereby adopted by the City of Placentia.
3. The City of Placentia Director of Finance is hereby authorized to sign and submit the M2 Expenditure Report to OCTA for the fiscal year ending June 30, 2024.

**APPROVED and ADOPTED this 19<sup>th</sup> day of November 2024**

\_\_\_\_\_  
Jeremy B. 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 held on the 19<sup>th</sup> day of November 2024 by the following vote:

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

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

APPROVED AS TO FORM:

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



Agenda Item No: 1.h

## PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: November 19, 2024

Submitted by: Gabriel Guerrero-Gabany

From: Public Works

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### **Subject:**

Approval of Final Tract Map No. 19183 for the development of an approximate 1.3-acre site with 39 residential townhome units located at 1952 & 1958 East Veterans Way within the High Density Residential (R-3) Zoning District

### **Financial Impact:**

Fiscal Impact: None

### **Summary:**

On March 21, 2023, the City Council approved Tentative Tract Map No. TTM 19183 for the development of an approximately 1.3-gross acre lot for the construction of four (4), three-story, multi-family buildings consisting of 39 residential townhome units and associated hardscape and landscape improvements located at 1952 and 1958 East Veterans Way.

All conditions imposed upon the subject tract have been met pursuant to Section 66473.5 of the California Government Code. This includes the provisions for receiving approval of the design and construction of street, sewer and storm drain improvements related to the proposed subdivision as well as providing securities for these improvements.

### **Recommendation:**

Recommended Action: It is recommended that the City Council:

1. Approve Final Tract Map No. 19183, subject to final review and approval by the County Surveyor; and
2. Accept the offer of easement dedication for ingress and egress purposes for emergency and public security vehicles; and
3. Authorize the Mayor and City Clerk to execute a Subdivision Improvement Agreement, in a form approved by the City Attorney for public improvements associated with Tract Map 19183; and
4. Authorize the City Clerk to sign Final Tract Map No. 19183.

### **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 will specifically create opportunities for the development of more housing in the city, including a mix of housing at various price points.

**Discussion:**

Placentia Municipal Code (PMC) Section 22.72.060 requires the Planning Commission to take action to recommend to the City Council conditional approval or denial of a proposed subdivision map. At the Planning Commission ("Commission") meeting held February 14, 2023, the Commission voted 5-0-1 to recommend approval of TTM 19183 to the City Council. At that same meeting, the Commission reviewed and approved Development Plan Review (DPR) No. 2022-01 and Use Permit (UP) No. 2022-01 to permit the development of an approximately 1.3-gross acre lot for the construction of four (4), three-story, multi-family buildings consisting of 39 residential townhome units and associated hardscape and landscape improvements.

All conditions imposed upon the subject tract have been met pursuant to Section 66473.5 of the California Government Code, including the provisions for the design and improvements of the proposed subdivision. The proposed project is consistent with the City's General Plan and meets the minimum development standards of the PMC. The recommended actions will accept Final Tract Map No. 19183 and all the easement dedication for emergency access and the public roadway and utility improvements, as shown and documented on the final map.

**Attachments**

[Attachment 1 - SIA.pdf](#)

[Attachment 2 - Final Map.pdf](#)

**CITY OF PLACENTIA**  
**SUBDIVISION IMPROVEMENT AGREEMENT**  
**PUBLIC IMPROVEMENTS – TRACT MAP 19183**

THIS SUBDIVISION IMPROVEMENT AGREEMENT (“Agreement”) is made and entered into as of this November 19, 2024, by and between the CITY OF PLACENTIA, a Charter City and municipal corporation (“CITY”), and LANDSEA HOMES OF CALIFORNIA LLC, a Delaware limited liability company (“DEVELOPER”). In consideration of the approval and recordation by CITY of the final map of the subdivision described below and the mutual covenants and agreements contained herein, CITY and DEVELOPER agree as follows:

**A. Recitals.**

(i). CITY has previously approved a Tentative Tract Map for Tract No. 19183, in the City of Placentia, California.

(ii) DEVELOPER seeks approval and recordation of a final tract map concerning that certain real property more particularly described in Exhibit “A,” attached hereto, pursuant to provisions of the California Subdivision Map Act (California Government Code § 66410, *et seq.*, and CITY ordinances and regulations relating to the filing, approval and recordation of subdivision maps. The Subdivision Map Act and CITY ordinances and regulations pertaining to the filing, approval and recordation of subdivision maps are collectively referred to in this Agreement as the “Subdivision Laws.”

(iii) In consideration of the approval of a final tract map DEVELOPER desires to enter into this Agreement, whereby DEVELOPER covenants to install and complete, at DEVELOPER’S own expense, all public improvement work required by CITY in connection with the proposed subdivision (“Improvements”).

(iv) Improvement plans for the construction, installation and completion of the Improvements have been prepared by DEVELOPER and approved by the City Engineer.

(v) All legal prerequisites to the making of this Agreement have occurred.

**B. Agreement.**

NOW, THEREFORE, in consideration of the approval and recordation of the Final Tract Map identified herein and other good and valuable consideration, receipt of which is hereby acknowledged, DEVELOPER and CITY agree as follows:

1. In consideration of CITY’S approval and filing of Tentative Subdivision Tract Map No. 19183 and Final Tract No. 19183, DEVELOPER undertakes and agrees that it will, at DEVELOPER’S sole cost and expense, make all the Improvements upon and in connection with said Tract in accordance with plans and specifications therefore on file with City (“Approved Plans”), incorporated herein and made a part hereof, and including all conditions of approval

required by the Planning Commission and City Council of CITY (“Conditions”) in connection with the various steps leading to approval of said Tentative Tract No. 19183. DEVELOPER further undertakes and agrees upon the same consideration to comply with all ordinances and regulations of CITY, and to do all other and further acts required of it pursuant to this Agreement. DEVELOPER agrees in connection therewith to pay or cause to be paid all amounts becoming due to contractors, subcontractors, and persons renting equipment or furnishing labor or materials to the foregoing Final Tract with respect to such Improvements, or to DEVELOPER with respect thereto. DEVELOPER agrees that all such Improvements shall be constructed and completed in accordance with the Approved Plans, City standards as determined by the City Engineer and in accordance with any Conditions as hereinabove referred to, and in accordance with the remaining provisions of this Agreement. In case of any dispute, the good faith judgment of the City Engineer shall be final and binding upon the parties.

2. Subject to the provisions of § 28, below, DEVELOPER shall commence the construction and installation of the Improvements within 90 days from the approval of said map by CITY and shall complete said work within 365 days from the date of execution of this Agreement.

3. DEVELOPER shall acquire and dedicate, or pay the cost of acquisition by CITY, of all rights-of-way, easements and other interests in real property for construction or installation of the Improvements, free and clear of all liens and encumbrances. DEVELOPER’S obligations with regard to acquisition by CITY of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between DEVELOPER and CITY. DEVELOPER shall also be responsible for obtaining any public or private drainage easements or authorizations.

4. If any of the Improvements and/or land development work contemplated by this Agreement are to be constructed or installed on land not owned by DEVELOPER, no construction or installation shall be commenced prior to:

a. Receipt and conditional acceptance of the offer of dedication to CITY of appropriate rights-of-way, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the Improvements or work, in form approved by CITY’S City Attorney; or

b. The dedication to, and acceptance by, CITY of appropriate rights-of-way, easements or other interests in real property, as determined by the City Engineer; or

c. The issuance by a court of competent jurisdiction pursuant to the Eminent Domain Law of the State of California of an order of possession. DEVELOPER shall comply in all respects with the order of possession. Nothing contained in this § 4 shall be construed as authorizing or granting an extension of time to DEVELOPER.

5. DEVELOPER shall at all times guarantee DEVELOPER’S performance of this Agreement by furnishing to CITY, and maintaining, good and sufficient security as required by the Subdivision Laws on forms approved by CITY for the purposes and in the amounts as follows:

a. To assure faithful performance of this Agreement in regard to said Improvements in an amount of 100% of the estimated cost of the Improvements;

b. To secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor and materials for the Improvements required to be constructed or installed pursuant to this Agreement in the additional amount of 100% of the estimated cost of the Improvements;

c. To guarantee or warranty the work done pursuant to this Agreement for a period of one (1) year following acceptance thereof by CITY against any defective work or labor done or defective materials furnished in the additional amount of 25% of the estimated cost of the Improvements; and

d. DEVELOPER shall also furnish to CITY good and sufficient security in the amount of 100% of the estimated cost of setting subdivision monuments.

6. The securities required by this Agreement shall be maintained in the Office of the City Clerk. The terms and provisions of the security documents referenced herein are incorporated into this Agreement by this reference. If any security is replaced by another approved security, the replacement shall be filed with the City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a replacement security with the City Clerk, the former security may be released. The City Engineer shall approve replacement of security, in writing.

7. While no action of DEVELOPER shall be required in order for CITY to realize on its security under any security document, DEVELOPER agrees to cooperate with CITY to facilitate CITY'S realization under any security, and to take no action to prevent CITY from such realization under any such security. Notwithstanding the giving of any security or the subsequent expiration of any security or any failure by any surety or financial institution to perform its obligations with respect thereto, DEVELOPER shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the Improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefore, deliver to City such substitute security as CITY shall require satisfying the requirements in this § 7.

8. DEVELOPER shall, at all times, maintain proper facilities and safe access for inspection of the Improvements by CITY and to the shops wherein any work is in preparation. Upon completion of the work, DEVELOPER may request a final inspection by the City Engineer. If the City Engineer determines that the work has been completed in accordance with the provisions of this Agreement, then the City Engineer shall certify the completion of the Improvements to the City Council. No Improvements shall be finally accepted unless all aspects of the work have been inspected and determined to have been completed in conformance with the Approved Plans, Conditions and CITY standards. DEVELOPER shall bear all costs of plan check, inspection and certification.

9. Subject to approval by the City Council of CITY, the securities required by this Agreement shall be released as follows:

a. Security for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and acceptance of the act or work, subject to the provisions of subsection (b) hereof.

b. The City Engineer may authorize release of a portion of the security given for faithful performance of Improvements work as the improvement progresses upon application therefore by the DEVELOPER; provided; however, that no such release shall be for an amount less than 25% of the total improvement security given for faithful performance of the improvement work. In no event shall the City Engineer authorize a release of the improvement security, which would reduce such security to an amount below that required to guarantee the completion of the improvement work and any other obligation imposed by this Agreement.

c. Security to secure payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, six (6) months after the completion and acceptance of the work, be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to the City Council of CITY, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the security. The balance of the security shall be released upon the settlement of all claims and obligations for which the security was given.

d. No security given for the guarantee or warranty of work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in § 5, the warranty period shall not commence until final acceptance of all the work and Improvements by the City Council.

e. CITY may retain from any security released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

10. DEVELOPER shall promptly replace, or cause to be replaced, or repair or have repaired, as the case may be, any public improvements, public utility facilities and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. DEVELOPER shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by CITY or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

11. DEVELOPER shall, at DEVELOPER'S sole cost and expense, obtain any and all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

12. Default of DEVELOPER shall include, but not be limited to, DEVELOPER'S failure to timely commence construction pursuant to the provisions of this Agreement; DEVELOPER'S failure to timely complete construction of the Improvements; DEVELOPER'S failure to timely cure any defect in the Improvements; DEVELOPER'S failure to perform substantial construction work for a period of twenty (20) days after commencement of the work; DEVELOPER'S insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which DEVELOPER fails to discharge within thirty (30) days after the filing thereof; the commencement of a foreclosure action against the SUBDIVISION or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or DEVELOPER'S failure to perform any other obligation under this Agreement.

13. CITY reserves to itself all remedies available to it at law or in equity for breach of DEVELOPER'S obligations under this Agreement. CITY shall have the right, subject to this section, to draw upon or utilize the appropriate security to mitigate CITY damages in event of default by DEVELOPER. The right of CITY to draw upon or utilize such security is in addition to and not in lieu of any other remedy available to CITY. It is specifically understood by DEVELOPER that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the Improvements and, therefore, CITY'S damages due to DEVELOPER'S default shall be measured by the actual cost of completing the required Improvements. The sums provided by the improvement security may be used by CITY for the completion of the Improvements in accordance with the improvement plans and specifications contained herein.

14. In the event DEVELOPER defaults under this Agreement, DEVELOPER authorizes CITY to perform such obligation twenty (20) days after mailing written notice of default to DEVELOPER and to DEVELOPER'S Surety, and agrees to pay the entire cost of such performance by CITY.

15. CITY may take over the work and prosecute the same to completion, by contract or by any other method CITY deems advisable, for the account and at the expense of DEVELOPER, and DEVELOPER'S surety shall be liable to CITY for any excess cost or damages occasioned CITY thereby. In such event, CITY, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to DEVELOPER as may be on the site of the Improvements and necessary for performance of the work.

16. Failure of DEVELOPER to comply with the terms of this Agreement shall constitute consent to the filing by CITY of a notice of violation against all the lots in the property contained within the area of the Final Map or to rescind the approval or otherwise revert said property to acreage. The remedy provided by this § 16 is in addition to and not in lieu of other remedies available to CITY. DEVELOPER agrees that the choice of remedy or remedies for DEVELOPER'S breach shall be within the discretion of CITY.

17. In the event DEVELOPER fails to perform any obligation hereunder, DEVELOPER agrees to pay all costs and expenses incurred by CITY in securing performance of such obligations, including costs of suit and reasonable attorneys' fees.

18. The failure of CITY to take enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or subsequent default or breach of DEVELOPER.

19. DEVELOPER understands and agrees that by approval of the Final Map, CITY has conferred substantial rights upon DEVELOPER, including the right to sell, lease, or finance lots within the property covered by the Final Map, and has taken the final act necessary to subdivide said property. As a result, CITY will be damaged to the extent of the cost of installation of the Improvements by DEVELOPER'S failure to perform its obligations under this Agreement, including, but not limited to, DEVELOPER'S obligation to complete construction of the Improvements by the time established in this Agreement. CITY shall be entitled to all remedies available to it pursuant to this Agreement and the Subdivision Laws in the event of a default by DEVELOPER. DEVELOPER understands and agrees that the determination of whether a reversion to acreage or rescission of the said property constitutes an adequate remedy for default by the DEVELOPER shall be within the sole discretion of CITY.

20. DEVELOPER hereby warrants and guarantees all work hereunder against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to CITY, for a period of one (1) year following completion of the work and acceptance by CITY ("Warranty Period"). During the Warranty Period, DEVELOPER shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Improvements, in accordance with the then-current ordinances, resolutions, regulations, codes, standards, or other requirements of CITY, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty Period shall be at the sole cost, expense, and liability of DEVELOPER and its surety. As to any Improvements which have been repaired, replaced, or reconstructed during the Warranty Period, DEVELOPER and its surety hereby agree to extend the Warranty Period for an additional one (1) year period following CITY'S acceptance of the repaired, replaced, or reconstructed improvement(s). Nothing herein contained shall relieve DEVELOPER from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any such improvement following expiration of the Warranty Period or any extension thereof. DEVELOPER'S warranty obligation under this section shall survive the expiration or termination of this Agreement.

21. Neither DEVELOPER nor any of DEVELOPER'S agents or contractors are or shall be considered to be agents of CITY in connection with the performance of DEVELOPER'S obligations under this Agreement.

22. Until such time as the Improvements are accepted by CITY, DEVELOPER shall be responsible for and bear the risk of loss to any of the Improvements constructed or installed hereunder. Until such time as all Improvements required by this Agreement are fully completed and accepted by CITY, DEVELOPER will be responsible for the care, maintenance of, and any

damage to such Improvements. CITY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or Improvements specified in this Agreement prior to the completion and acceptance of the work or Improvements. All such risks shall be the responsibility of and are hereby assumed by DEVELOPER.

23. Nothing contained herein shall preclude CITY from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other persons for the apportionment of costs of water and sewer mains, or other Improvements, pursuant to the provisions of CITY ordinances providing therefore, nor shall anything in this Agreement commit CITY to any such apportionment.

24. Until final acceptance of the Improvements, DEVELOPER shall give good and adequate warning to the public of each and every dangerous condition existing in, about or around said Improvements, and will take all reasonable actions to protect the public from any such dangerous condition.

25. Upon acceptance of the work by CITY and recordation of a Notice of Completion, ownership of the Improvements constructed pursuant to this Agreement shall vest in CITY.

26. DEVELOPER shall defend, indemnify, and hold harmless CITY, and its elected and appointed officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of DEVELOPER, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of CITY, and its elected and appointed officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the gross negligence or willful misconduct of CITY as determined by a court or administrative body of competent jurisdiction. DEVELOPER'S obligation to indemnify hereunder shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by CITY, its elected and appointed officials, officers, employees, or agents.

27. Time is of the essence of this Agreement.

28. DEVELOPER shall commence substantial construction of the Improvements required by this Agreement as specified in § 2, above. In the event good cause exists, as determined by the City Administrator or his or her designee, the time for commencement of construction or completion of the Improvements hereunder may be extended. The request for extension shall be made in writing to the City Administrator. Any approval of the extension shall be in writing,

executed by the City Administrator. Any such extension may be granted without notice to DEVELOPER'S surety and shall not affect the validity of this Agreement or release the surety or sureties on any security given for this Agreement. The City Administrator shall be the sole and final judge as to whether or not good cause has been shown to entitle DEVELOPER to an extension. Delay, other than delay in the commencement of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by DEVELOPER, shall constitute good cause for an extension of the time for completion. As a condition of such extension, the City Administrator may require DEVELOPER to furnish new security guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

29. Performance by DEVELOPER of this Agreement shall not be construed to vest DEVELOPER'S rights with respect to any change in any zoning or building law or ordinance.

30. If DEVELOPER fails to construct and install all or any part of the Improvements within the time required by this Agreement, or if DEVELOPER fails to comply with any other obligation contained herein, DEVELOPER and its surety shall be jointly and severally liable to CITY for all administrative expenses, fees, and costs, including reasonable attorneys' fees and costs, incurred in obtaining compliance with this Agreement or in prosecuting any legal action or for any other remedies permitted by law.

31. All notices required or permitted under this Agreement shall be in writing and delivered in person or sent by mail, postage prepared, and addressed as follows:

To CITY: City of Placentia  
401 E. Chapman Ave.  
Placentia, California 92870-6101  
Attention: City Administrator

With a copy to: Christian Bettenhausen  
City Attorney  
City of Placentia  
3777 N. Harbor Blvd  
Fullerton, CA 92835  
Email clb@jones-mayer.com

To DEVELOPER: Landsea Homes  
Thuan Vo  
7525 Irvine Center Dr., Suite 200  
Irvine, CA 92618

Any such notice, by mail, shall be deemed to have been received by the addressee forty-eight (48) hours after deposit thereof in the United States mail, postage prepaid and properly addressed as set forth above.

32. In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees.

33. This Agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

Dated: \_\_\_\_\_

LANDSEA HOMES OF CALIFORNIA LLC

By:   
Name: Thuan Vo  
Title: Assistant Secretary

By:   
Name: David J. Mello, Jr.  
Title: Vice President

CITY OF PLACENTIA,  
A Charter City and municipal corporation

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

ATTEST:

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

Approved as to form:

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

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

Real property in the City of Placentia, County of Orange, State of California, described as follows:

Parcel A: (Apn: 346-331-33)

A portion of Lot 4 in Block 36 of the YORBA LINDA TRACT, in the City of Placentia, County of Orange, State of California, as per Map recorded in Book 5, Pages 17 and 18 of Miscellaneous Maps, in the office of the county recorder of said county, more particularly described as follows:

Commencing at the Southwest corner of said Lot 4 and running thence Northerly along the West line of said Lot 4, 248.77 feet; thence Easterly parallel with the South line of said Lot 4, 254.41 feet to the true point of beginning of the property herein described and running thence from said true point of beginning Easterly parallel with the Southerly line of said Lot 4, 140.25 feet to a point; thence Northerly parallel with the Easterly line of said Lot 4, 246.25 feet to a point in the Northerly line of said Lot 4; thence Westerly along said Northerly line 141.72 feet to the Northeast corner of that certain property conveyed to Bibiano De Los Reyes by Deed recorded March 31, 1931; thence Southerly in a direct line 265.75 feet to the true point of beginning,

Excepting therefrom that portion of Lot 4 in Block 36 of the YORBA LINDA TRACT in Book 5, Pages 17 and 18 of Miscellaneous Maps, as excepted in fee simple to the Orange County Transportation Authority, a Public Entity, in Deed recorded January 11, 2019 as Instrument No. 2019000011023 of official records.

Parcel B: (Apn: 346-331-35)

That portion of Lot 4, Block 36 of the YORBA LINDA TRACT, in the City of Placentia, County of Orange, State of California, as shown on a Map recorded in Book 5, Page(s) 17 and 18 of Miscellaneous Maps, records of Orange County, California, particularly described as follows:

Commencing at the Southwest corner of said Lot 4 and running thence Northerly along the West line of said Lot 4, 248.77 feet; thence Easterly, parallel with the South line of said Lot 4, 123.81 feet to the true point of beginning of the property herein described; running thence from said true point of beginning Easterly, parallel with the Southerly line of said Lot 4, 130.60 feet to a point; thence Northerly, parallel with the Easterly line of said Lot 4, 265.75 feet, to a point in the Northerly line of said Lot 4; thence Westerly along said Northerly line, 131.97 feet to the Northeast corner of that certain property conveyed to Vencente De Los Reyes by Deed recorded March 31, 1931; thence Southerly in a direct line 283.90 feet to the true point of beginning.

Except that portion described as follows:

That portion of Lot 4 in Block 36 of the YORBA LINDA TRACT in the County of Orange, State of California, as per Map recorded in Book 5, Page(s) 17 and 18 of Miscellaneous Maps, in

the office of the county recorder of said county, as described in the order settling final account and decree of distribution to Elmer De Los Reyes et al., recorded May 13, 1960, in Book 5243, Page(s) 516 of official records in the office of the county recorder, that lies Southerly of a line which is parallel and concentric with and Northerly 28.00 feet from the following described line:

Beginning at a point on the centerline of Fee Ana Street distance South 00°23'34" East, 323.72 feet from the intersection of said centerline with the centerline of Orangethorpe Avenue; thence North 89°37'35" East, 61.00 feet to the beginning of a tangent curve, concave Southerly and having a radius of 500.00 feet; thence Easterly 132.18 feet along said curve through a central angle of 15°08'48"; thence tangent to said curve South 75°13'37" East, 912.31 feet to the beginning of a tangent curve, concave Northerly and having a radius of 1000.00 feet; thence Easterly 126.29 feet along said curve through a central angle of 7°14'09"; thence tangent to said curve South 82°27'46" East, 312.63 feet to a point on the centerline of Taylor Street distant South 0°48'16" East, 413.51 feet from the intersection of said centerline with the centerline of said Orangethorpe Avenue as said centerline is located Easterly of said centerline of Taylor Street as granted to Orange County Flood Control District in Deed recorded November 23, 1962, in Book 6332, Page(s) 788, official records.

Also excepting therefrom, that portion of Lot 4 in Block 36 of the YORBA LINDA TRACT in Book 5, Pages 17 and 18 of Miscellaneous Maps, described and shown as LAK-015-01 in favor of the Orange County Transportation Authority, a Public Agency by Final Order of Condemnation recorded March 27, 2019 as Instrument No. 2019000097312 official records.

SHEET 1 OF 3 SHEETS  
ALL OF TENTATIVE TRACT NO. 19183  
1 NUMBERED LOT  
1.299 ACRES

# TRACT NO. 19183

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF A PORTION OF LOT 4 IN BLOCK 36 OF THE YORBA  
LINDA TRACT PER MAP FILED IN BOOK 5, PAGES 17 AND 18 OF MISCELLANEOUS  
MAPS IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY.  
FOR CONDOMINIUM PURPOSES

DANE P. MCDUGALL  
L.S. 9297



DATE OF SURVEY:  
FEBRUARY 2021

ACCEPTED AND FILED  
AT THE REQUEST OF  
FIRST AMERICAN TITLE INSURANCE COMPANY

DATE \_\_\_\_\_  
TIME \_\_\_\_\_ FEE \$ \_\_\_\_\_  
INSTRUMENT NO. \_\_\_\_\_  
BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
HUGH NGUYEN  
COUNTY CLERK-RECORDER  
BY \_\_\_\_\_  
DEPUTY

### OWNERSHIP CERTIFICATE

WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND COVERED BY THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP, AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY DEDICATE TO THE CITY OF PLACENTIA AN EASEMENT FOR INGRESS AND EGRESS PURPOSES, FOR EMERGENCY AND PUBLIC SECURITY VEHICLES, OVER LOT 1 AS SHOWN ON SAID MAP.

LANDSEA HOMES OF CALIFORNIA LLC, A DELAWARE LIMITED LIABILITY COMPANY.

BY: LANDSEA HOMES US CORPORATION,  
A DELAWARE CORPORATION, SOLE MEMBER

BY: \_\_\_\_\_  
DAVID J. MELLO, JR.  
VICE PRESIDENT

### NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } SS

ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_,

A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_

\_\_\_\_\_, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE \_\_\_\_\_ MY PRINCIPAL PLACE OF BUSINESS IS  
IN \_\_\_\_\_ COUNTY  
NAME \_\_\_\_\_ MY COMMISSION NO. \_\_\_\_\_  
(NAME PRINTED) MY COMMISSION EXPIRES \_\_\_\_\_

### SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 (a)(3)(A) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

YORBA LINDA WATER COMPANY, HOLDER OF WATER RIGHTS AND RIGHTS OF WAY PER THE DOCUMENT RECORDED NOVEMBER 7, 1911 IN BOOK 203, PAGE 291 OF DEEDS.

M. N. NEWMARK, JESSIE F. NEWMARK, HERMAN W. FRANK, SARAH FRANK, STERN REALTY COMPANY, A CORPORATION, P. JANSSE, AND EMMA JANSSE, HOLDERS OF AN EASEMENT FOR RIGHTS OF WAY, FOR IRRIGATION OR DRAINAGE DITCHES, PIPE LINES OR CONDUITS AND ROAD PURPOSES PER DOCUMENT RECORDED NOVEMBER 25, 1912 IN BOOK 224, PAGE 1 OF DEEDS.

STANDARD OIL COMPANY, HOLDER OF AN EASEMENT FOR PIPE LINE PURPOSES PER DOCUMENT RECORDED OCTOBER 17, 1919 IN BOOK 344, PAGE 255 OF DEEDS.

### ABANDONMENT NOTE

PURSUANT TO SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP CONSTITUTES THE ABANDONMENT OF ALL PUBLIC STREETS AND PUBLIC EASEMENTS WITHIN THE BOUNDARY OF THIS MAP WHICH WERE ACQUIRED BY THE CITY OF PLACENTIA PER DOCUMENT RECORDED APRIL 28, 1972 IN BOOK 10103, PAGE 958; PER DOCUMENT RECORDED NOVEMBER 25, 2019 AS INSTRUMENT NO. 2019000491699 AND PER DOCUMENT RECORDED NOVEMBER 26, 2018 AS INSTRUMENT NO. 2018000440772, ALL OF OFFICIAL RECORDS, RECORDS OF THE COUNTY OF ORANGE. ALL PORTIONS OF SAID EASEMENTS WITHIN THE BOUNDARY OF THIS MAP ARE HEREBY ABANDONED AND ARE NOT SHOWN ON THIS MAP.

### SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LANDSEA HOMES OF CALIFORNIA LLC, A DELAWARE LIMITED LIABILITY COMPANY, IN FEBRUARY 2021. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS WITHIN 90 DAYS AFTER ACCEPTANCE OF IMPROVEMENTS; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

\_\_\_\_\_  
DANE P. MCDUGALL DATE  
L.S. 9297



### COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT (RELATIVE TO THE TRACT MAP BOUNDARY).

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,

\_\_\_\_\_  
LILY M. N. SANDBERG, CHIEF DEPUTY COUNTY SURVEYOR  
L.S. 8402



### CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP, AND ALL APPROVED ALTERATIONS THEREOF. THAT ALL PROVISIONS OF STATE LAW AND LOCAL SUBDIVISION ORDINANCES OF THE CITY OF PLACENTIA APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT SECTION 66442 (a)(1)(2) AND (3) HAVE BEEN COMPLIED WITH.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,

\_\_\_\_\_  
CHRISTOPHER TANIO, P.E. 82756  
CITY ENGINEER, CITY OF PLACENTIA



### CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT IT CONFORMS WITH THE MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,

\_\_\_\_\_  
DENNIS W. JANDA, P.L.S. 6359  
CITY SURVEYOR, CITY OF PLACENTIA



### CITY CLERK'S CERTIFICATE

STATE OF CALIFORNIA }  
COUNTY OF ORANGE } SS  
CITY OF PLACENTIA

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF PLACENTIA AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_ AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP, AND DID ACCEPT ON BEHALF OF THE CITY OF PLACENTIA, THE EASEMENT FOR INGRESS AND EGRESS PURPOSES, FOR EMERGENCY AND PUBLIC SECURITY VEHICLES, OVER LOT 1, AS DEDICATED.

WE ALSO HEREBY ABANDON, PURSUANT TO SECTION 66434(g) OF THE SUBDIVISION MAP ACT, ALL PUBLIC STREETS AND PUBLIC EASEMENTS WITHIN THE BOUNDARY OF THIS MAP WHICH WERE ACQUIRED BY THE CITY OF PLACENTIA PER DOCUMENT RECORDED APRIL 28, 1972 IN BOOK 10103, PAGE 958; PER DOCUMENT RECORDED NOVEMBER 25, 2019 AS INSTRUMENT NO. 2019000491699 AND PER DOCUMENT RECORDED NOVEMBER 26, 2018 AS INSTRUMENT NO. 2018000440772 ALL OF OFFICIAL RECORDS, RECORDS OF THE COUNTY OF ORANGE, CALIFORNIA, NOT SHOWN ON THIS MAP.

AND DID ALSO APPROVE SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION 66436 (a)(3)(A) OF THE SUBDIVISION MAP ACT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,

\_\_\_\_\_  
ROBERT S. MCKINNELL  
CITY CLERK OF THE CITY OF PLACENTIA

### COUNTY TREASURER-TAX COLLECTOR'S CERTIFICATE

STATE OF CALIFORNIA }  
COUNTY OF ORANGE } SS

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE.

AND DO CERTIFY TO THE RECORDER OF ORANGE COUNTY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS TO SECURE PAYMENT OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND COVERED BY THIS MAP.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,

\_\_\_\_\_  
SHARI L. FREIDENRICH BY: \_\_\_\_\_  
COUNTY TREASURER-TAX COLLECTOR TREASURER - TAX COLLECTOR

SHEET 2 OF 3 SHEETS  
 ALL OF TENTATIVE TRACT NO. 19183  
 1 NUMBERED LOT  
 1.299 ACRES

# TRACT NO. 19183

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA  
 FOR CONDOMINIUM PURPOSES

DANE P. MCDUGALL  
 L.S. 9297

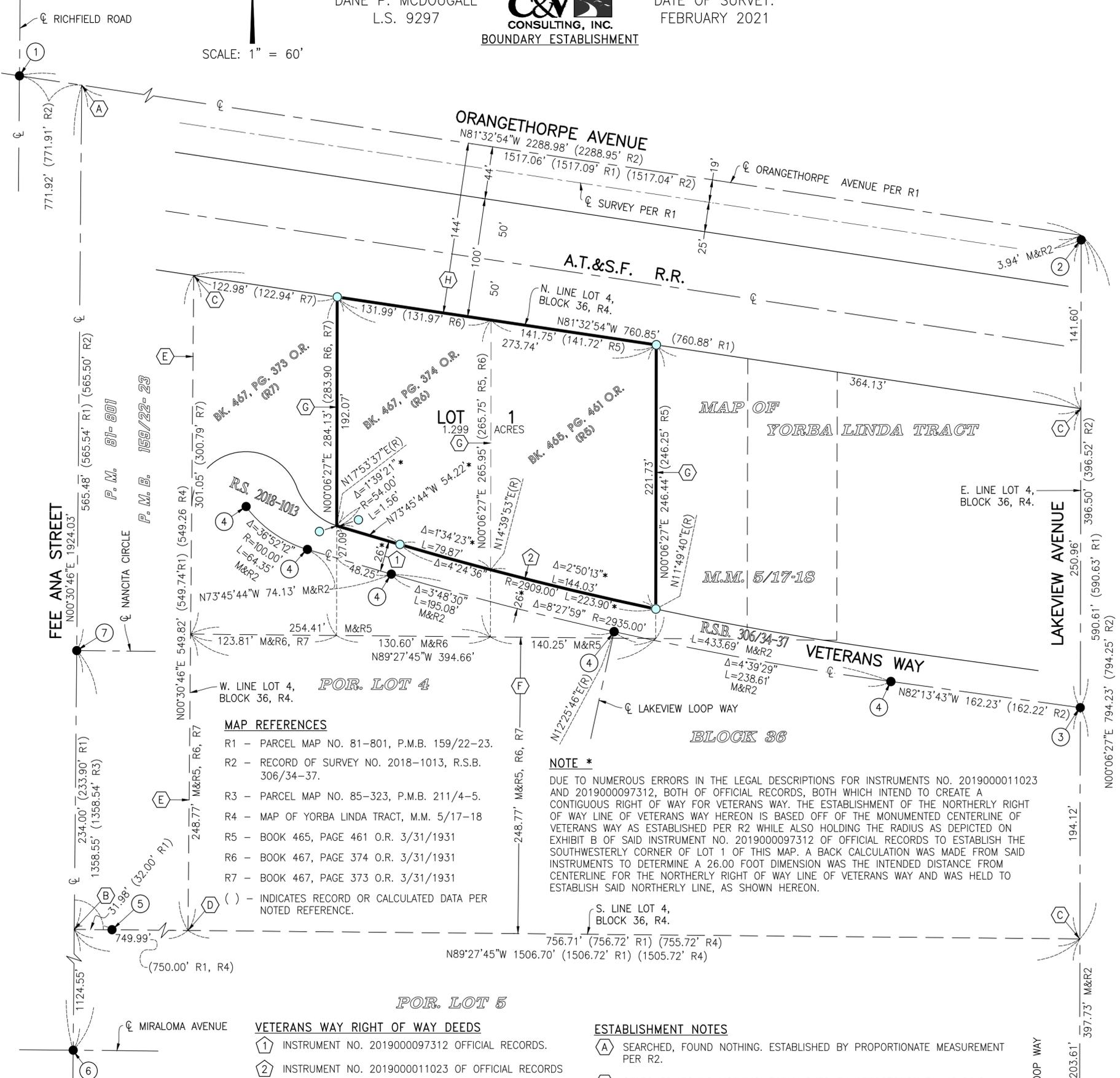


DATE OF SURVEY:  
 FEBRUARY 2021

BOUNDARY ESTABLISHMENT

SEE SHEET 3 FOR LOT AND EASEMENTS  
 DETAIL, AND EASEMENT NOTES.

SCALE: 1" = 60'



**MAP REFERENCES**

- R1 - PARCEL MAP NO. 81-801, P.M.B. 159/22-23.
- R2 - RECORD OF SURVEY NO. 2018-1013, R.S.B. 306/34-37.
- R3 - PARCEL MAP NO. 85-323, P.M.B. 211/4-5.
- R4 - MAP OF YORBA LINDA TRACT, M.M. 5/17-18
- R5 - BOOK 465, PAGE 461 O.R. 3/31/1931
- R6 - BOOK 467, PAGE 374 O.R. 3/31/1931
- R7 - BOOK 467, PAGE 373 O.R. 3/31/1931

( ) - INDICATES RECORD OR CALCULATED DATA PER NOTED REFERENCE.

**NOTE \***

DUE TO NUMEROUS ERRORS IN THE LEGAL DESCRIPTIONS FOR INSTRUMENTS NO. 2019000011023 AND 2019000097312, BOTH OF OFFICIAL RECORDS, BOTH WHICH INTEND TO CREATE A CONTIGUOUS RIGHT OF WAY FOR VETERANS WAY. THE ESTABLISHMENT OF THE NORTHERLY RIGHT OF WAY LINE OF VETERANS WAY HEREON IS BASED OFF OF THE MONUMENTED CENTERLINE OF VETERANS WAY AS ESTABLISHED PER R2 WHILE ALSO HOLDING THE RADIUS AS DEPICTED ON EXHIBIT B OF SAID INSTRUMENT NO. 2019000097312 OF OFFICIAL RECORDS TO ESTABLISH THE SOUTHWESTERLY CORNER OF LOT 1 OF THIS MAP. A BACK CALCULATION WAS MADE FROM SAID INSTRUMENTS TO DETERMINE A 26.00 FOOT DIMENSION WAS THE INTENDED DISTANCE FROM CENTERLINE FOR THE NORTHERLY RIGHT OF WAY LINE OF VETERANS WAY AND WAS HELD TO ESTABLISH SAID NORTHERLY LINE, AS SHOWN HEREON.

**VETERANS WAY RIGHT OF WAY DEEDS**

- ① INSTRUMENT NO. 2019000097312 OFFICIAL RECORDS.
- ② INSTRUMENT NO. 2019000011023 OF OFFICIAL RECORDS

**ESTABLISHMENT NOTES**

- (A) SEARCHED, FOUND NOTHING. ESTABLISHED BY PROPORTIONATE MEASUREMENT PER R2.
- (B) SEARCHED, FOUND NOTHING. ESTABLISHED BY INTERSECTION BY HOLDING RECORD ANGLE OF 90°01'29" THROUGH (5) PER R1.
- (C) SEARCHED, FOUND NOTHING. ESTABLISHED BY INTERSECTION.
- (D) SEARCHED, FOUND NOTHING. ESTABLISHED BY PROPORTIONATE MEASUREMENT PER R1. ACCEPTED AS THE SOUTHWEST CORNER OF LOT 4, BLOCK 36 PER R4.
- (E) ESTABLISHED THE WEST LINE OF LOT 4, BLOCK 36 OF R4 PARALLEL WITH THE CENTERLINE OF FEE ANA STREET PER R2.
- (F) ESTABLISHED PARALLEL WITH AND 248.77' NORTHERLY OF THE SOUTH LINE OF LOT 4, BLOCK 36 PER R4, R5, R6, AND R7.
- (G) ESTABLISHED PARALLEL WITH THE EAST LINE OF LOT 4, BLOCK 36 PER R4 (NOW THE CENTERLINE OF LAKEVIEW AVENUE) PER R5, R6, AND R7.
- (H) ESTABLISHED THE NORTH LINE OF LOT 4, BLOCK 36 PER R4 PARALLEL WITH AND 144.00' SOUTHERLY OF THE CENTERLINE OF ORANGETHORPE AVENUE PER R1.

**BASIS OF BEARINGS**

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE VI, NAD 83, (2017.50 EPOCH OCS GPS ADJUSTMENT), AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS GLOBAL POSITIONING STATIONS (CGPS) "CCCS" AND "SNHS" BEING NORTH 38°31'16" WEST AS DERIVED FROM GEODETIC VALUES PUBLISHED AND ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR. SEE SHEET 3 FOR DEPICTION.

**DATUM STATEMENT**

COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, NAD83, (2017.50 EPOCH OCS GPS ADJUSTMENT).

ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES MULTIPLY GROUND DISTANCE BY 0.99999038 (PROJECT SPECIFIC).

**MONUMENT NOTES**

- ① FOUND OCS GPS NO. 0477, SPIKE AND WASHER, STAMPED "ORANGE COUNTY SURVEYOR RCE 6978" DOWN 0.1', PER R2.
- ② FOUND NAIL AND TAG, STAMPED "LS 5346", FLUSH, AT THE INTERSECTION OF THE CENTERLINE OF CONSTRUCTION OF ORANGETHORPE AVENUE AND CENTERLINE OF LAKEVIEW AVENUE PER R2. ESTABLISHED THE CENTERLINE INTERSECTION OF ORANGETHORPE AVENUE AND LAKEVIEW AVENUE N00°06'27"E 3.94' OF SAID POINT PER R2.
- ③ FOUND TACK AND TAG, STAMPED "LS 5346", FLUSH, PER R2.
- ④ FOUND SPIKE AND WASHER, STAMPED "LS 5346", FLUSH, PER R2.
- ⑤ FOUND 2" IRON PIPE WITH NAIL AND TAG, STAMPED "RCE 13542" PER R1, DOWN 0.4'.
- ⑥ FOUND SPIKE AND WASHER, STAMPED "RCE 10177" PER PARCEL MAP NO. 98-179, P.M.B. 308/6-7, FLUSH.
- ⑦ FOUND SPIKE AND WASHER STAMPED "RCE 13542", FLUSH, NO REFERENCE. ACCEPTED AS THE CENTERLINE INTERSECTION OF NANCITA CIRCLE AND FEE ANA STREET PER R1.

- INDICATES FOUND MONUMENT AS NOTED.
- ▲ INDICATES OCS CONTINUOUSLY OPERATING REFERENCE STATION.
- INDICATES LOCATION OF A 2" IRON PIPE TAGGED "LS 9297", FLUSH; OR LEAD, TACK, & TAG STAMPED "LS 9297", FLUSH; OR SPIKE & WASHER STAMPED "MCDUGALL LS 9297", FLUSH, IN ASPHALT; OR NAIL & TAG STAMPED "LS 9297" IN TOP OF WALL, TO BE SET.

**SURVEYOR'S NOTES**

- THERE ARE NO CONFLICTS WITH EXISTING VISIBLE IMPROVEMENTS AND THE EXTERIOR BOUNDARY LINE (DISTINCTIVE BORDER) OF THIS MAP AS ESTABLISHED HEREON.
- ALL ADJACENT CORNERS OF THIS MAP WERE SEARCHED AND NOTHING WAS FOUND.

SHEET 3 OF 3 SHEETS  
 ALL OF TENTATIVE TRACT NO. 19183  
 1 NUMBERED LOT  
 1.299 ACRES

# TRACT NO. 19183

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA  
 FOR CONDOMINIUM PURPOSES

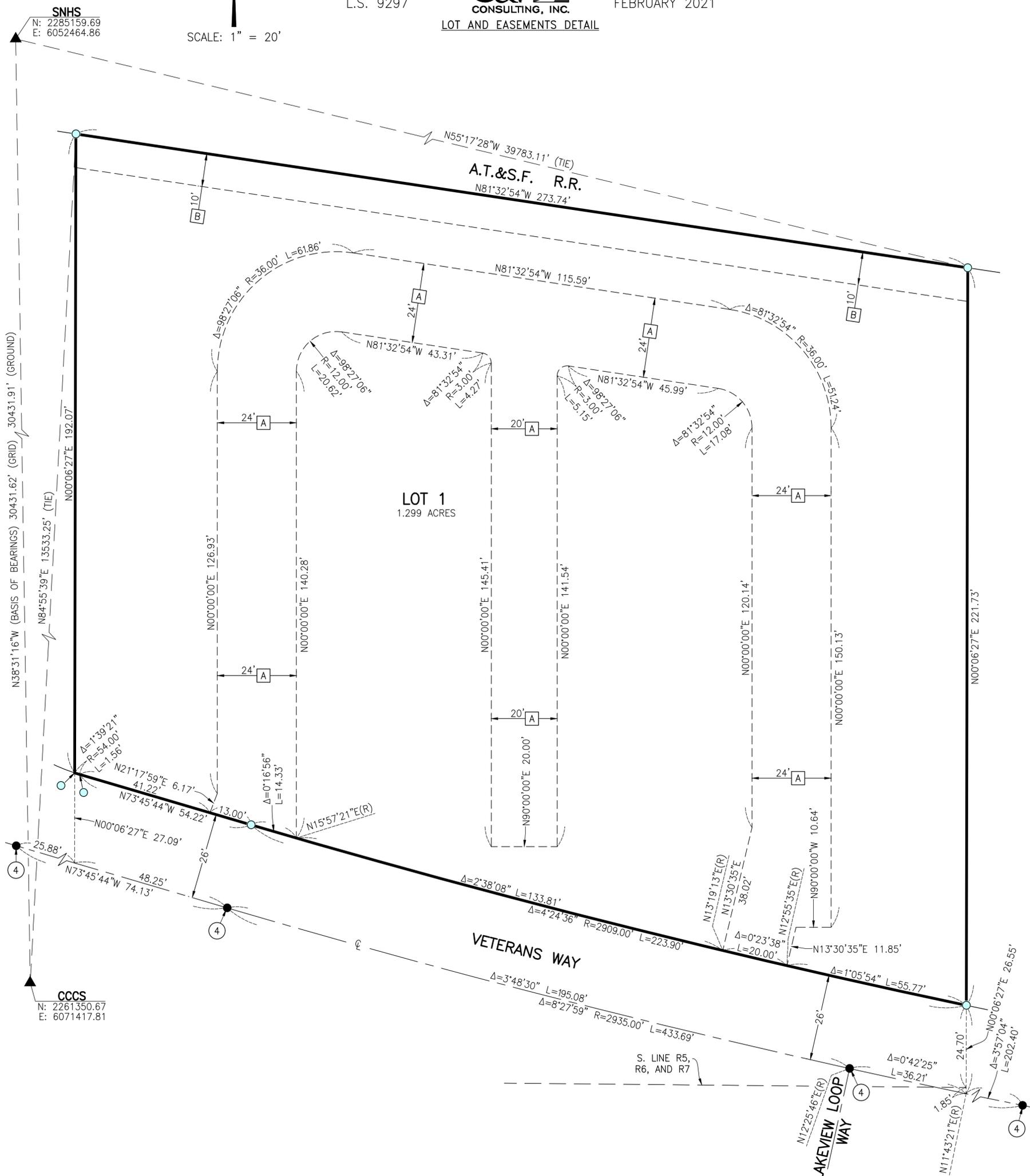
DANE P. MCDUGALL  
 L.S. 9297



DATE OF SURVEY:  
 FEBRUARY 2021

LOT AND EASEMENTS DETAIL

SEE SHEET 2 FOR BOUNDARY  
 ESTABLISHMENT, MAP REFERENCES,  
 MONUMENT NOTES, ESTABLISHMENT  
 NOTES, BASIS OF BEARINGS STATEMENT,  
 DATUM STATEMENT, AND SURVEYOR'S  
 NOTES.



### EASEMENT NOTES

- [A]** AN INGRESS AND EGRESS EASEMENT FOR EMERGENCY AND PUBLIC SECURITY VEHICLE PURPOSES DEDICATED HEREON TO THE CITY OF PLACENTIA.
- [B]** AN EASEMENT FOR PIPE LINE PURPOSES IN FAVOR OF STANDARD OIL COMPANY PER DOCUMENT RECORDED OCTOBER 17, 1919 IN BOOK 344, PAGE 255 OF DEEDS.
- AN EASEMENT FOR WATER RIGHTS AND RIGHTS OF WAY IN FAVOR OF YORBA LINDA WATER COMPANY PER DOCUMENT RECORDED NOVEMBER 7, 1911 IN BOOK 203, PAGE 291 OF DEEDS. EASEMENT IS BLANKET IN NATURE.
- AN EASEMENT FOR RIGHT OF WAY, IRRIGATION OR DRAINAGE DITCHES, PIPE LINES OR CONDUITS AND ROAD PURPOSES IN FAVOR OF M. N. NEWMARK, JESSIE F. NEWMARK, HERMAN W. FRANK, SARAH FRANK, STERN REALTY COMPANY, A CORPORATION, P. JANES, AND EMMA JANSS, PER DOCUMENT RECORDED NOVEMBER 25, 1912 IN BOOK 224, PAGE 1 OF DEEDS. THE LOCATION OF SAID RIGHT OF WAY IS INDETERMINATE FROM RECORD.



## PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: November 19, 2024

Submitted by: Gabriel Guerrero-Gabany

From: Public Works

---

### **Subject:**

Grant of Easement to Southern California Edison for Electric Utility Systems Located at 2210 Valencia Avenue, Koch Park

### **Financial Impact:**

Fiscal Impact: None

### **Summary:**

The proposed Grant of Easement to Southern California Edison (SCE) is for safety remediation required for a deteriorated pole located in the southwest corner of 2210 Valencia Avenue at Koch Park. The pole and existing anchors in public right of way will be replaced during the pole remediation. A new 15' anchor will be installed on City property, within the park, to support the pole and back up tension on the overhead line, across Valencia Avenue. The total easement area is 120 square feet. In order for SCE to schedule the crews to perform the necessary work, an anchor easement is required for the new anchor installation. This pole supports various overhead lines in a few directions.

### **Recommendation:**

Recommended Action: It is recommended that the City Council:

1. Approve the Grant of Easement to Southern California Edison for electric utility systems located at 2210 Valencia Avenue, Koch Park; and
2. Authorize the Acting City Administrator to execute the Grant of Easement on behalf of the City in a form approved by the City Attorney.

### **Strategic Plan Statement:**

The recommended actions conform to Strategic Plan Goal 5, Implement Public Infrastructure to Meet Community Needs.

### **Discussion:**

Southern California Edison (SCE) identified a deteriorated utility pole located in the southwest corner of Koch Park at 2210 Valencia Ave. SCE plans to replace the existing pole along with its anchors, which are currently in City property within the sidewalk. As a part of the remediation process, SCE will install a new 15-foot anchor within Koch Park. This new anchor is essential for providing additional support to the pole and maintaining back-up tension on the overhead lines, particular those that run across Valencia Avenue. Proper anchoring is vital to ensure that the overhead utility lines and pole remain secure and are less susceptible to

environmental stresses, such as wind or debris loads.

In order for SCE to move forward with scheduling the necessary work crews, an anchor easement is required (Attachment 1). The total easement area is 120 square feet. This easement will grant SCE legal permission to install the new anchors on City property within Koch Park. The inclusion of the easement is a critical step to facilitate the installation and ensure that all regulatory and safety measures are adhered to. For further clarity, there is an SCE work order sketch (Attachment 2), which visually outlines the planned work and positioning of the new anchor in relation to the existing infrastructure. This sketch can provide additional context to the remediation efforts and illustrate how the replacement of the pole and new anchor will help maintain the safety and integrity of the electrical service in the area.

**Attachments**

[Attachment 1\\_SCE Easement.pdf](#)

[Attachment 2\\_Work Order Design and Image.pdf](#)

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA  
**EDISON**

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO  
**SOUTHERN CALIFORNIA EDISON COMPANY**

2 INNOVATION WAY, 2nd FLOOR  
POMONA, CA 91768

Attn: Title and Real Estate Services

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.  
**GRANT OF  
EASEMENT**

DOCUMENTARY TRANSFER TAX \$ NONE VALUE AND CONSIDERATION LESS THAN \$100.00)		DISTRICT Fullerton	SERVICE ORDER TD2218851	SERIAL NO.	MAP SIZE
SCE Company		GVM MT-2051-D	APPROVED:	BY	DATE
SIG. OF DECLARANT OR AGENT DETERMINING TAX	FIRM NAME	APN 336-281-03	VEGETATION & LAND MANAGEMENT	SLS/BT	10/03/2024

CITY OF PLACENTIA, a municipal corporation, (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee") , an easement to construct, use, maintain, operate, alter, add to, repair, replace, inspect, relocate and/or remove at any time and from time to time stub poles, guywires, anchors, and other appurtenant fixtures and/or equipment made for anchorage purposes (hereinafter referred to as "Grantee's facilities"), in, on, over and across that certain real property in the County of Orange, State of California, described as follows:

TWO STRIPS OF LAND LYING WITHIN THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 9 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, AS PER MAP RECORDED IN BOOK 51, PAGE 7 OF MISCELLANEOUS MAPS, SAID PORTION IS MORE PARTICULARLY DESCRIBED IN THE DEED TO THE GRANTOR HEREIN, RECORDED ON DECEMBER 28, 1965 AS DOCUMENT NO. 20720, IN BOOK 7786, PAGE 864, OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, HEREINAFTER REFERRED TO AS "LAND", SAID STRIPS ARE DESCRIBED AS FOLLOWS:

STRIP #1 (4.00 FEET WIDE)

THE SOUTHERLY LINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE INTERSECTION OF THE EASTERLY LINE OF VALENCIA AVENUE, 30.00 FOOT HALF-WIDTH, AS IT NOW EXISTS, WITH THE SOUTHERLY LINE OF SAID "LAND";

THENCE ALONG THE SOUTHERLY LINE OF SAID "LAND", SOUTH 89°59'29" EAST 16.00 FEET TO THE **POINT OF TERMINUS**.

THE NORTHERLY SIDELINE OF SAID STRIP IS TO BE PROLONGED TO TERMINATE WESTERLY IN THE EASTERLY LINE OF SAID VALENCIA AVENUE.

STRIP #2 (4.00 FEET WIDE)

THE WESTERLY LINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE INTERSECTION OF THE EASTERLY LINE OF SAID VALENCIA AVENUE, 30.00 FOOT HALF-WIDTH, AS IT NOW EXISTS, WITH THE SOUTHERLY LINE OF SAID "LAND";

THENCE ALONG THE EASTERLY LINE OF SAID VALENCIA AVENUE, NORTH 00°00'11" WEST 18.00 FEET TO THE **POINT OF TERMINUS**.

THE EASTERLY SIDELINE OF SAID STRIP IS TO BE PROLONGED TO TERMINATE SOUTHERLY IN THE SOUTHERLY LINE OF SAID "LAND".

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #1 DESCRIBED HEREINABOVE.

FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION, SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantee shall have free access to Grantee's facilities and every part thereof, at all times, for the purpose of exercising the rights herein granted.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR**

CITY OF PLACENTIA, a municipal corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally

appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTEE**

SOUTHERN CALIFORNIA EDISON COMPANY,  
a corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

# EXHIBIT "A"



**POR. NW 1/4 OF NW 1/4 OF  
SEC. 20, T 3 S, R 9 W,  
IN THE RANCHO SAN JUAN CAJON  
DE SANTA ANA (M.M. 51/7)  
PER DEED REC. 12/28/1965  
DOC. #20720,  
BK. 7786, PG. 864, O.R.**

**VALENCIA AVENUE**

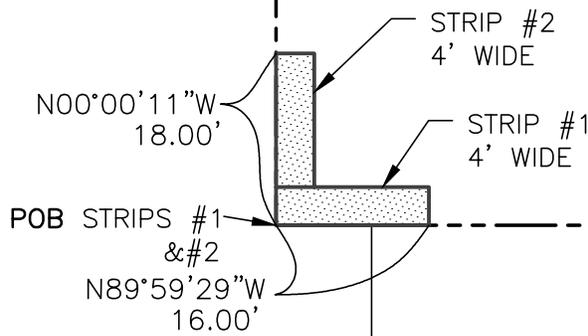
**PURDY AVENUE**

40'

30'

40'

40'



LOT 16

TRACT NO. 4814  
M.M. 171/20-21

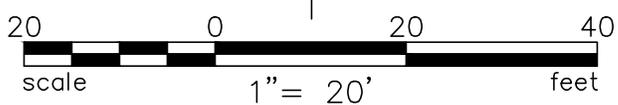
LOT 15

SCE EASEMENT	
DSE802414428	TD2218851
SLS/BT	10/03/2024

**LEGEND**

DENOTES SCE EASEMENT AREA

**POB** = POINT OF BEGINNING



NOTE:  
 -SAME HOLE SET DUE TO COMM RISERS  
 -PAVEMENT REPAIR - CONCRETE: 7'x7'  
 -TREE TRIMMING REQ'D  
 -TRUCK ACCESS  
 -NEAREST ADDRESS: 2219 VALENCIA AVE  
 -RIGHTS CHECK REQ'D - ANCHOR INSTALL  
 -RENTER ON POLE - CONTACT CATV (TWC)  
 -CREW TO TRANSFER BF05907 TO NEW COMPOSITE FUSE ARM;  
 SEE POLE HEAD  
 -SAP #10067346 & #10184094 ARE STATIONED UNDER  
 CU P-50-C4-WD-1

JPO NOTES:  
 -JPO5SHS  
 -JOINT MEET REQ'D - MULTIPLE RISERS  
 -UNAUTHORIZED COMM ATTACHMENT (MCI)

TR: 3/C #4A-12KV (E)  
 TR: 3/C #4A-12KV (SLACK W)  
 TR: 1-#6AD-M (S)  
 TR: 3-12KV FH W/ FUSE (BF05907)  
 TR: 1-6' 200W SLT

1

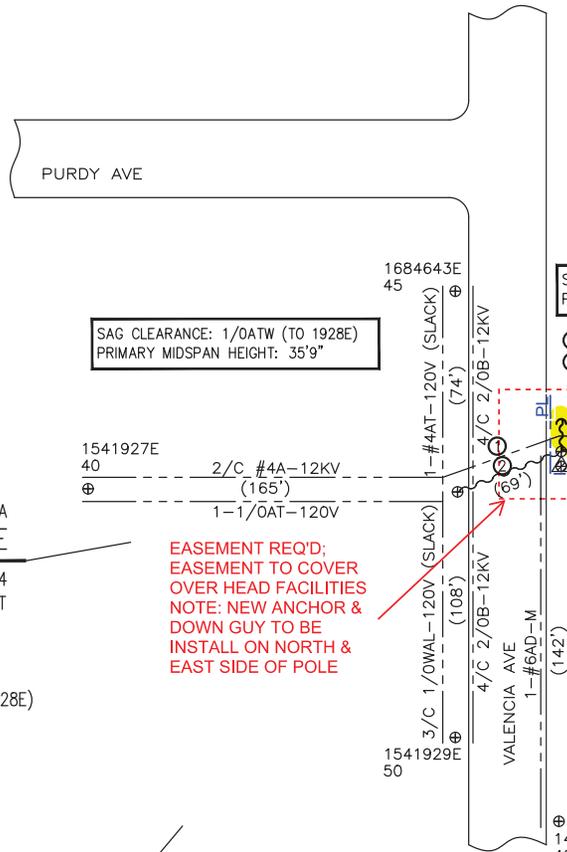
TD2218851  
**RM: 1469332E** NO HFRA POLE  
 45' CLASS 4  
 RM: 1 - POLE 45' CLASS 4 WOOD FULL TREAT  
 RM: 1 - XA SNGL VB 10' STEEL PINS  
 RM: 6 - INS GLASS/POLY 35KV & LESS  
 RM: 1 - SEC 3-WIRE (284 RACK)  
 RM: 2 - AG SPAN GUY 9/32" - 200' (TO 1928E)

GPS:  
 LAT: 33° 54' 07.24"  
 LONG: 117° 51' 18.55"  
 ELEVATION: 353'

NOTES:  
 -TRUCK ACCESS  
 -IPI REQUIRED: NOTIFICATION #413690942

TD2218851  
**EX: 1541928E** POLE  
 50' (1964) INSP. 2014 CLASS 4  
 \*FOR REFERENCE ONLY

UNGUYED MOMENT CALC (1928E)  
 DIRECTION FORCE:  
 9/32" SPAN GUY (B/U 3-#4A X 520 LB) =1,560 FT-LBS  
 1,560 LBS X 39'6" =60,060 LBS  
 DIRECTION FORCE:  
 165' 2-#4A @ 100% =1,040 LBS  
 1,040 LBS X 39'6" =41,080 FT-LBS  
 RESULTANT MOMENT ON POLE:  
 50' CLASS 4 DF POLE CAN HOLD (GRADE A/12 LB) =25,568 FT-LBS



SAG CLEARANCE: 1/0ATW (TO 1928E)  
 PRIMARY MIDSPAN HEIGHT: 35'9"

EASEMENT REQ'D;  
 EASEMENT TO COVER  
 OVER HEAD FACILITIES  
 NOTE: NEW ANCHOR &  
 DOWN GUY TO BE  
 INSTALL ON NORTH &  
 EAST SIDE OF POLE

SAG CLEARANCE: 1/0ATW (TO 9642E)  
 PRIMARY MIDSPAN HEIGHT: 40'8"

- ① 3/C #4A-12KV (SLACK)
- ② RM/IN: 2-9/32" SG

ANCHOR #4 CALC (9332) (17' LEAD)  
 GUY 1 (9/32") LOAD = 282 LBS  
 GUY 2 (9/32") LOAD = 2,023 LBS  
 TOTAL GUYING LOAD = 2,306 LBS  
 SOIL TYPE = B  
 NEW  
 8" SGL HELIX PISA ANCHOR MAXIMUM ALLOWABLE LOAD = 18,800 LBS

ANCHOR #5 CALC (9332) (15' LEAD)  
 GUY 1 (9/32") LOAD = 989 LBS  
 TOTAL GUYING LOAD = 2,306 LBS  
 SOIL TYPE = B  
 NEW  
 8" SGL HELIX PISA ANCHOR MAXIMUM ALLOWABLE LOAD = 18,800 LBS

GPS:  
 LAT: 33° 54' 07.29"  
 LONG: 117° 51' 17.74"  
 ELEVATION: 351'  
 SAME HOLE SET

TD2218851  
 IN: 1469332E NO HFRA POLE  
 50' CLASS 4  
 IN: 1 - POLE 50' CLASS 4 WOOD FULL TREAT  
 IN: 1 - XA SNGL DE HD COMP 10' W/BKT  
 IN: 1 - XA SNGL TAN HD COMP 10' W/BKT  
 IN: 6 - INS POLY DE 12KV HOT SHOE #4 TO 1/0  
 IN: 1 - SEC ROLLER (166-CLEVIS & SPOOL)  
 IN: 1 - SEC BRACKET 9" EXTENSION FOR RACK SEC  
 IN: 2 - AG SCREW ANCHOR 8" SINGLE HELIX  
 IN: 3 - AG DOWN GUY 9/32"-50' W/1-FGSI ALL KV  
 IN: 3 - OH GUYING TEE KIT CMP & WOOD  
 IN: 2 - AG SPAN GUY 9/32"-200' W/2-FGSI ALL KV (TO 1928E)

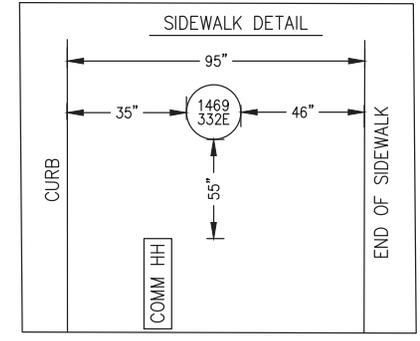
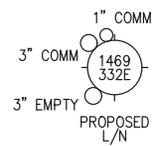
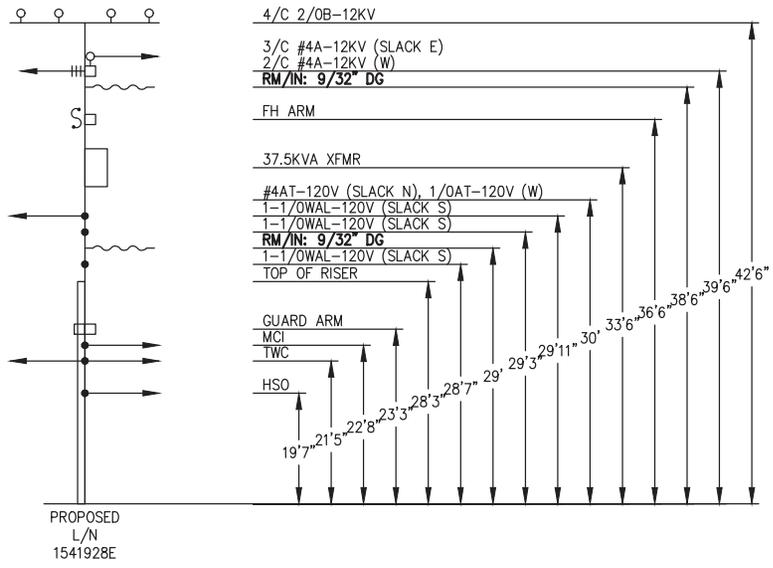
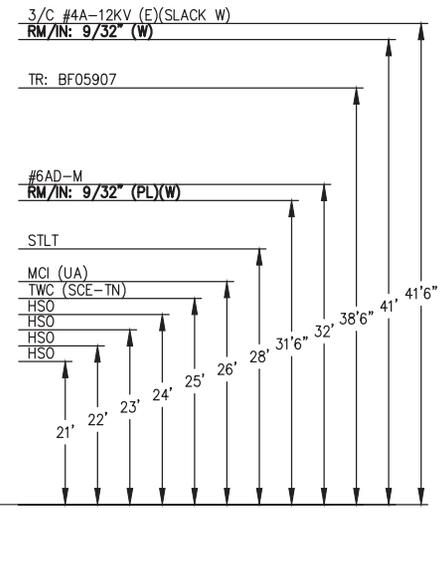
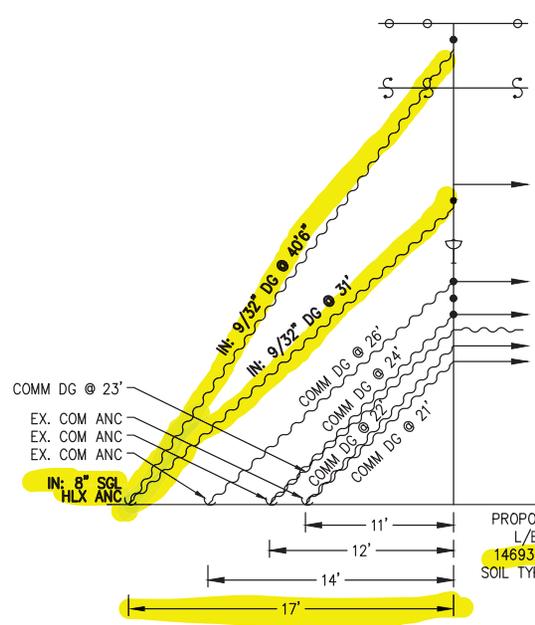
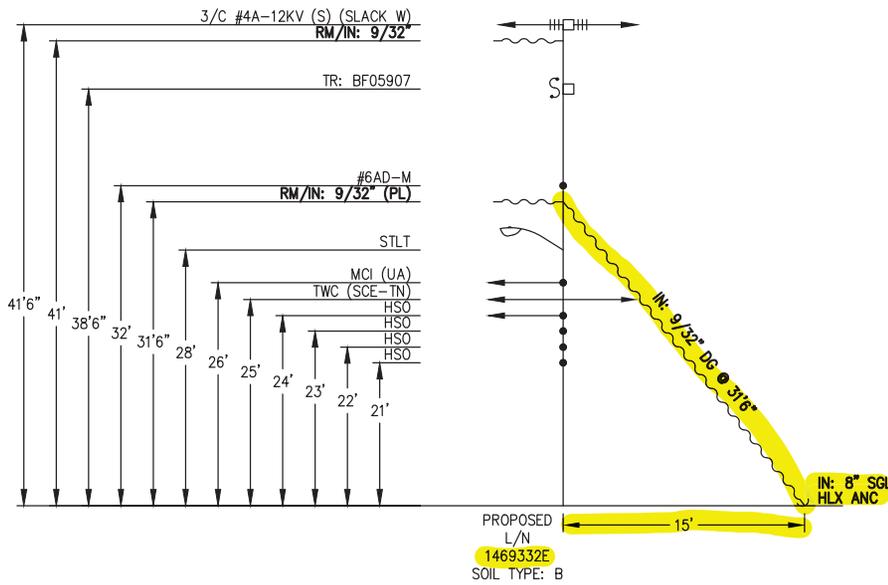
PROJECT REQUIREMENTS (Y/N)	
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PWRD 88 REQUIRED	<input type="checkbox"/>
UG CIVIL ONLY WORK ORDER	<input type="checkbox"/>
PERMIT REQUIRED	<input checked="" type="checkbox"/>
PERMIT TYPE:	
OUTAGE REQUIRED	<input type="checkbox"/>
OUTAGE DATE:	TIME:
TRAFFIC CONTROL REQUIRED	<input checked="" type="checkbox"/>
PED. TRAFFIC CONTROL REQ'D	<input checked="" type="checkbox"/>
CONVEYANCE LETTER REQ'D	<input type="checkbox"/>
ENVIRONMENTAL REQUIREMENTS DOCUMENT (ERD) REQUIRED	<input checked="" type="checkbox"/>
CSD 140 (TLM) REQ'D	<input type="checkbox"/>
CIRCUIT MAP CHANGE REQ'D (TD203)	<input type="checkbox"/>
DIG ALERT APP	<input checked="" type="checkbox"/>
VERIFIED ACTIVE AND CONFIRMED USA TICKETS	<input type="checkbox"/>
UTILQUEST NOTIFIED	<input type="checkbox"/>
STANDARD ADHERENCE: Q1/2024	



SOUTHERN CALIFORNIA  
**EDISON**  
 An EDISON INTERNATIONAL Company

NOT TO SCALE

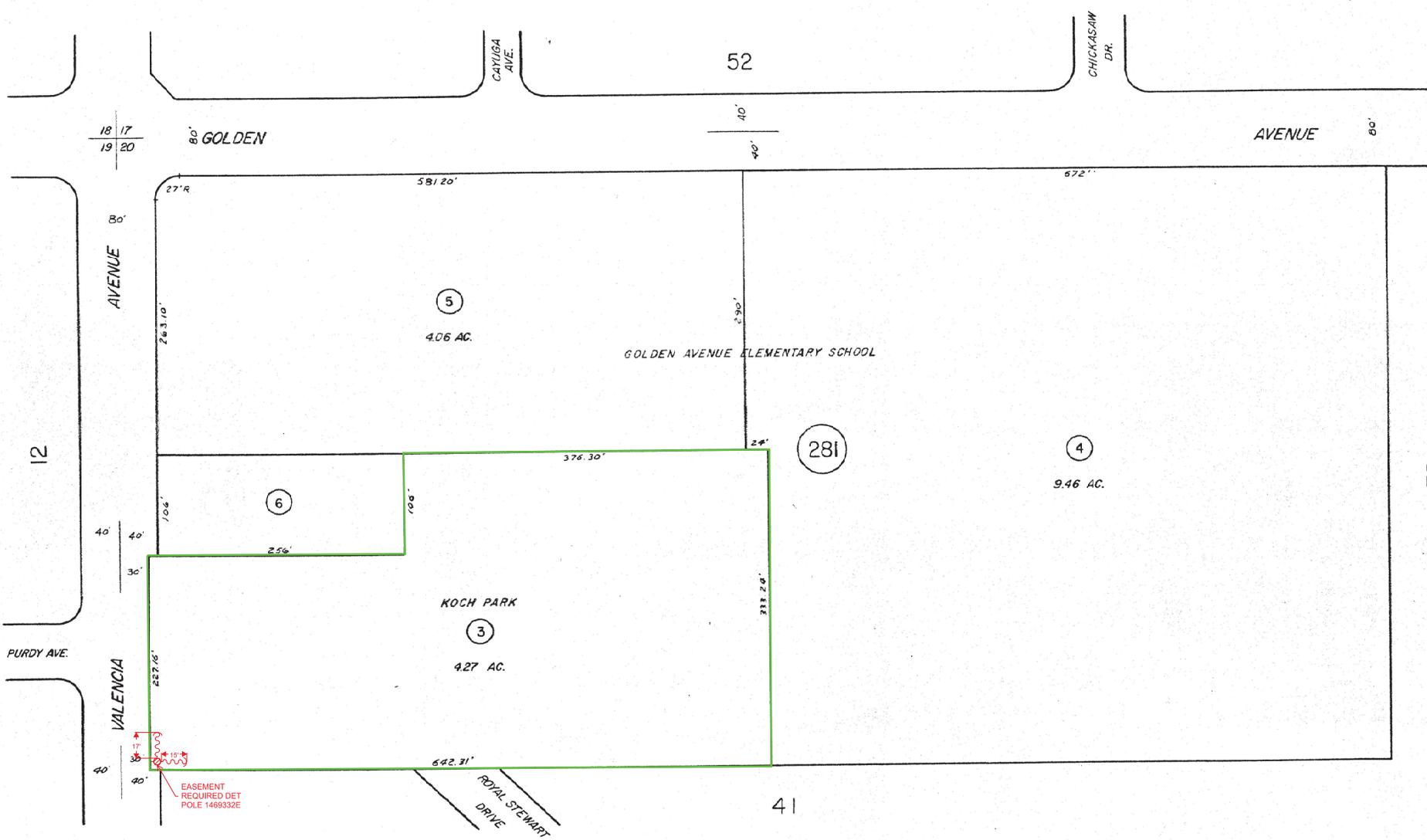
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PROJECT NO. 2780377	SERVICE REQUEST 3664078	MSR NO.	PRODUCT-1 2218851- INFRASTRUCTURE REPLACEMENT-DET POLE REPLACEMENT
CIRCUIT / VOLTAGE MAZATLAN 12KV	GPS SEE ABOVE	PRODUCT-2	ASSOC DESGN
SUB / PG NO. BREA SUB	CIRCUIT CODE 11425	PRODUCT-3	ASSOC DESGN
INVENTORY MAP MT-2051-D	J.P.A. NO. E6048-413697534	PROPOSED CONSTRUCTION (LOCATION) 1469332E VALENCIA AVE E/S, 105' S/O SL/O PURDY AVE EXT PLACENTIA, CA	
DATE 02/28/24	APPROVED BY	CHECKED BY	WCEP
TYPE	DATE	APPROVED BY	CHECKED BY
Southern California Edison Company			SHEET 1 of 2
DESIGN\DRWG NO. 1695788_0.01			



NOT TO SCALE

DISTRICT 48 - FULLERTON		PROJ. MGR. BENNETT, ROSSLYN PHONE 909-274-1582	PLANNER VARGAS, JESUS PHONE 760-625-3796	DESIGNER WCEP INC.
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CIRCUIT / VOLTAGE MAZATLAN 12KV		GPS SEE ABOVE	PRODUCT-2	ASSOC DESIGN
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DATE 02/28/24	APPROVED BY	CHECKED BY	DRAWN BY WCEP	PAX #
TYPE Southern California Edison Company			SHEET 2 of 2	DESIGN\DRWG NO. 1695788_0.01

N. 1/2, N.W. 1/4, N.W. 1/4, SEC 20, T. 3 S., R. 9 W.



1" = 100'

39

MARCH 1969

NOTE - ASSESSOR'S BLOCK a  
PARCEL NUMBERS  
SHOWN IN CIRCLES

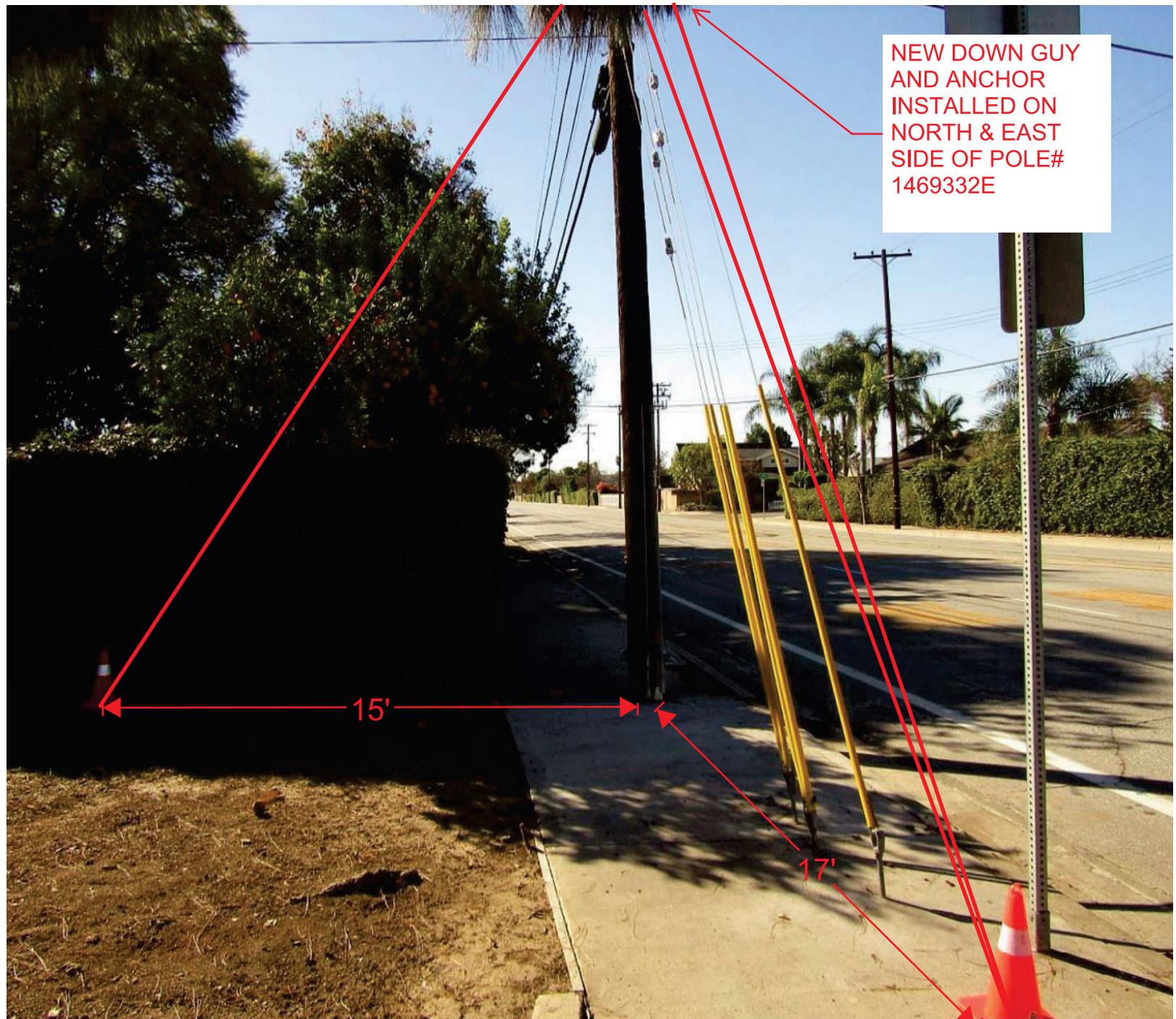
ASSESSOR'S MAP  
BOOK 336 PAGE 28  
COUNTY OF ORANGE





**DET POLE 1469332E  
EASEMENT REQ'D  
NEW ANCHOR &  
DOWN GUY NORTH  
& EAST OF POLE**

NEW DOWN GUY  
AND ANCHOR  
INSTALLED ON  
NORTH & EAST  
SIDE OF POLE#  
1469332E





## PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: November 19, 2024

Submitted by: Raquel Garcia

From: Public Works

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### Subject:

Approval of Plans and Specifications and Award of Construction Contract to All American Building Services for the FY 2024-2025 Residential Street Curb Ramps Project, City Project No. 2503

### Financial Impact:

#### Fiscal Impact:

Expense:	\$ 96,800	Total Construction Contract Amount
	\$ 88,000	Construction Contract Amount
	\$ 8,800	Construction Contingency Amount
Available Budget:	\$100,000	Fiscal Year 2024-2025 CIP Budget (602503-6741)

### Summary:

The Fiscal Year (FY) 2024-2025 Capital Improvement Program (CIP) Budget includes the Residential Streets Curb Ramps Project. The scope of this project entails the installation of 12 new ADA (Americans with Disabilities Act) compliant curb ramps in various locations in the City. This project also includes all ancillary work including installation of truncated domes and sidewalk, curb, gutter and/or cross gutter repairs. The City solicited competitive bids for this project and a total of ten (10) bids for this project were received on October 31, 2024. The lowest bid received from All American Building Services was found to be the lowest responsive and responsible bid. Staff recommends that the City Council award a construction contract to All American Building Services in the amount of \$88,000. In addition to the construction cost, a ten percent (10%) construction contingency amount of \$8,800 is provided to cover any unforeseen conditions found during construction. The total construction contract cost including contingency amount is \$96,800.

### Recommendation:

Recommended Action: It is recommended that the City Council:

1. Approve Plans and Specifications prepared by City Staff and approve a Public Works Agreement with All American Building Services for the FY 2024-2025 Residential Street Curb Ramps Project in the amount of \$88,000; and
2. Reject all other bids received and authorize return of the bid bonds; and
3. Authorize the Acting City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or \$8,800, for a total construction contract not-to-exceed amount of \$96,800; and
4. Authorize the Acting City Administrator and/or her designee to execute all necessary

documents, in a form approved by the City Attorney.

**Strategic Plan Statement:**

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

**Discussion:**

The scope of this project includes the installation of 12 new ADA-compliant curb ramps at various locations around the City. This work includes the installation of truncated domes, sidewalk, curb, gutter and/or cross gutter repairs. All work shall meet the accessibility standards and specifications of the Americans with Disabilities Act and California Building Code Standards as outlined in the Specifications for this project. Each ramp constructed as part of this project will be inspected and certified by a Certified Access Specialist (CASP) to ensure that the final products are fully compliant with the latest ADA requirements.

On October 31, 2024, the City received ten (10) bids from contractors to construct the project. The following table provides the total bid amounts received from each contractor:

<b>Contractor</b>	<b>Bid Amount</b>
All American Building Services	\$88,000.00
TVR Construction Engineering LLC	\$117,300.00
DT Stellar General Engineering	\$131,425.00
Martin Construction	\$132,049.00
CJ Concrete Construction, Inc	\$134,750.00
We R Builders, Inc	\$134,975.00
Pavement Rehab Company	\$150,000.00
SAVI Construction Inc	\$157,425.00
Gentry General Engineering, Inc	\$167,610.00
Hardy & Harper, Inc	\$213,760.00

After reviewing the bid proposals received, it was determined that All American Building Services submitted the lowest responsible bid. Staff reviewed and analyzed their bid proposal, and it was found to be responsive and valid. Based on All American Building Services' reference check and submitted bid, Staff recommends awarding a construction contract to All American Building Services for the FY 2024-2025 Residential Street Curb Ramps Project.

**Fiscal Impact Summary:**

The total construction cost for the FY 2024-2025 Residential Street Curb Ramps Project amounts to \$96,800. This cost consists of the bid amount submitted by All American Building Services in the amount of \$88,000, and a construction contingency in the amount of \$8,800.

A total of \$100,000 in RMRA funds was budgeted as part of the FY 2024-25 Capital Improvement Project (CIP) Budget. As such, sufficient funds exist for the recommended actions. The following table summarizes the construction costs associated with this project:

Construction Contract Amount	\$88,000.00
Construction Contingency, 10%	\$8,800.00
<b>Total Construction Cost</b>	<b>\$96,800.00</b>

**Attachments**

[PWA - All American Building Services Agreement.pdf](#)

**CITY OF PLACENTIA  
PUBLIC WORKS AGREEMENT FOR**

**FY 24-25 RESIDENTIAL STREET CURB RAMPS PROJECT  
CITY PROJECT NO. 2503**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 19<sup>th</sup> day of November, 2024 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and ALL AMERICAN BUILDING SERVICES (herein "Contractor"). The parties hereto agree as follows:

**WITNESSETH:**

A. WHEREAS, City requires the construction of concrete ramps and surrounding area improvements that comply with all accessibility requirements as set forth more fully in this Agreement.

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

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

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

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

**1.0 DEFINITIONS**

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

- (a) Contractor. Contractor shall mean All American Building Services, a California corporation located at PO Box 802586, Santa Clarita, CA 91380.
- (b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman, Placentia, California 92870.
- (c) City Council. City Council shall mean the City Council of the City of Placentia.

- (d) Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.
- (e) Services. Services shall mean the services to be performed by the Contractor pursuant to this Agreement.
- (f) Satisfactory. Satisfactory shall mean satisfactory to the City Administrator or his/her designee.

## 2.0 SERVICES OF CONTRACTOR

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

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

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

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

2.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed,

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

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

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

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

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

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

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

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

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

2.10 Prevailing Wage Laws. Contractor represents and warrants that it is registered with the Department of Industrial Relations pursuant to SB 854 and Labor Code 1725.5 and understands that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall ensure that its subcontractors comply with said requirements. Contractor shall comply with Labor Code Section 1771.4 and shall post all legally required job site notices. In accordance with Labor Code Section 1770 et seq., the Director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated by reference into this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty-Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et. seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

### **3.0 COMPENSATION**

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Eighty-Eight Thousand Dollars (\$88,000.00) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

#### 4.0 PERFORMANCE SCHEDULE

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

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

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

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than November 20, 2025, unless the parties mutually agree in writing to extend the term.

#### 5.0 COORDINATION OF WORK

5.1 Representative of Contractor. The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

ALL AMERICAN BUILDING SERVICES  
ATTN: ANTHONY INNABI, PRESIDENT  
PO Box 802586  
Santa Clarita, CA 91380

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

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

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

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

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

5.6 Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing

damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

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

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

## 6.0 INSURANCE, INDEMNIFICATION AND BONDS

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

### **Conditions:**

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

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

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

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

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

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

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

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

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

this Agreement including all acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the Contractor, its employees, and/or subcontractors.

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

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

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

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

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

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

## 7.0 RECORDS AND REPORTS

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

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

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

7.4 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 79020.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 7924.510, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

## 8.0 GENERAL PROVISIONS

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

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

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

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

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

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

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

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

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

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

8.9 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned

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

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

To City: City of Placentia  
401 E. Chapman Ave  
Placentia, California 92870  
Attn.: Chris Tanio, Director of Public Works

To Contractor:  
All American Building Services  
Attn: Anthony Innabi, President  
PO Box 802586  
Santa Clarita, CA 91380

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

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

Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractor shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if any, have access to the same information,

including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Agreement.

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

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

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

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

- (a) Unauthorized Aliens. Contractor hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.
- (b) E-Verify. If Contractor is not already enrolled in the U.S. Department of Homeland Security's E-Verify program, Contractor shall enroll in the E-Verify program within fifteen (15) days of the effective date of this Agreement to verify the employment authorization of employees assigned to perform work hereunder. Contractor shall verify employment authorization within three (3) days of hiring a new employee to perform work under this Agreement. Information pertaining to the E-Verify program can be found at <http://www.uscis.gov>, or access the registration page at [14](https://e-</a></li></ol></div><div data-bbox=)

verify.uscis.gov/enroll. Contractor shall certify its registration with E-Verify and provide City its registration number within sixteen days of the effective date of this Agreement. Failure to provide certification will result in withholding payment until full compliance is demonstrated.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.30 Funding Source Conditions – Contractor’s Obligation. Contractor acknowledges that the City may be paying for the Project by using funds it receives or will receive from various funding sources in the form of grants and/or subsidies, and the like under certain terms and conditions. Contractor warrants that it is not suspended or debarred from doing business with the United States government and can legally be paid from federal funds. Contractor acknowledges and agrees that any failure of the Contractor and/or its subcontractors to perform its obligations under the Contract, including, but not limited to, timely submitting accurate reports and records, that in any way results in the City not meeting the terms and conditions placed on the funds by the funding source, or forfeiting its entitlement to or, otherwise, not receiving, the funds, then the Contractor shall be liable to pay the City for the funds not granted to the City on the Project.

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

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

ATTEST:

CITY OF PLACENTIA,  
A municipal corporation and Charter City

\_\_\_\_\_  
Rosanna Ramirez, Acting City Administrator

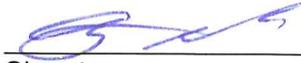
Date: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

CONTRACTOR

  
\_\_\_\_\_  
Signature

Date: 11/8/2024

\_\_\_\_\_  
Anthony Innabi, President

84-1999788  
\_\_\_\_\_  
Social Security or Taxpayer ID Number

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

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

APPROVED AS TO INSURANCE:

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

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Raquel Garcia, Project Manager

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

DEPARTMENTAL APPROVAL

\_\_\_\_\_  
Chris Tanio, Director of Public Works

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

\$1980.00 PREMIUM IS FOR CONTRACT TERM AND IS SUBJECT  
TO ADJUSTMENT BASED ON FINAL CONTRACT PRICE

Bond No. 024276007  
EXECUTED IN TRIPLICATE

Project No. 2503

**CITY OF PLACENTIA  
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENT: That,

WHEREAS, the CITY OF PLACENTIA (hereinafter called the "City") has awarded to ALL AMERICAN BUILDING SERVICES, a California corporation (hereinafter "Principal"), an Agreement, dated November 19, 2024 ("Agreement") whereby Principal agreed to provide construction services including FY 24-25 Residential Street Curb Ramps Project - City Project No. 2503

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

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

All American

NOW, THEREFORE, we, Building Service, as Principal, and The Ohio Casualty Insurance Company as Surety, are held and firmly bound unto the City in the sum of EIGHTY EIGHT THOUSAND AND NO/100 Dollars (\$88,000.00\*\*\*\*) this amount being not less than one hundred percent (100%) of the total contract price under Agreement, lawful money of the United States of America for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly by these presents.

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

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

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

Surety's obligation shall be a guarantee of payment and performance and shall not be diminished by any bankruptcy or reorganization in bankruptcy or liquidation or the result of the foregoing or otherwise of Principal. Accordingly, the filing of any petition in bankruptcy or for rearrangement or reorganization or liquidation (or proceedings similar in purpose or effect) of Principal under any federal or state laws ("Insolvency Case") will not toll or delay the date due for payment or performance hereunder as more particularly specified in of the Construction Management Agreement. The City shall not be required to await the outcome of an Insolvency

Project No. 2503

Case or to enforce any of their respective rights under the Agreement, respectively, prior to obtaining payment in full from Surety. If for any reason payment received by the City in respect of the obligations of the Principal under the Agreement guaranteed pursuant to this bond is rescinded or must be returned or restored by the City, this bond shall be automatically reinstated and shall continue to be in effect as if such payment had not been made.

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

IN WITNESS WHEREOF three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the 8th day of November, 2024, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Seal)

(Seal)

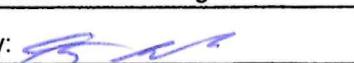
SURETY

PRINCIPAL

The Ohio Casualty Insurance Company

All American Building Services

By: 

By: 

Les M. Mantle-Attorney in Fact

Anthony Innabi - President/Secretary

790 The City Dr., South, #200  
Orange, Ca 92868

27790 Summer Grove Place  
Valencia, CA 91354

ADDRESS

ADDRESS

APPROVED:

Two (2) Notarized Signatures required from all Corporations.

\_\_\_\_\_  
CITY ATTORNEY

INSTRUCTIONS

1. The above bond must be executed by both the Principal and the Surety.
2. If the Principal is a corporation, the bond must be executed in the corporate name and signed by the President or a Vice-President and the Secretary or Assistant Secretary, and the corporate seal affixed. If the Principal is a partnership, all partners must sign it. If the Principal is an individual doing business under a fictitious name, it must be signed by all persons having an interest in the business, and the fictitious name must be signed also. The bond must be notarized by both the Principal and the Surety.
3. The City Attorney of the City of Placentia must approve the bond.
4. The bond, after approval, must be filed with the City Clerk of the City of Placentia.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Orange )

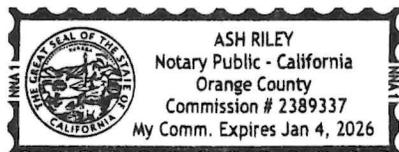
On November 11th, 2024 before me, Ash Riley, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Anthony Innabi  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Ash Riley  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Anthony Innabi

- Corporate Officer — Title(s): President/Secretary
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

All American Building Services

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Orange }

On 11-8-2021 before me, Mary Martignoni - Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Les M. Mantle  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Les M. Mantle  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer is Representing: The Ohio Casualty Insurance Company

Signer is Representing: \_\_\_\_\_



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8206001-972012

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Les M. Mantle

all of the city of Fullerton state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of July, 2021.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: [Signature]  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA  
County of MONTGOMERY ss

On this 21st day of July, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1128044  
Member, Pennsylvania Association of Notaries

By: [Signature]  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of November, 2024.



By: [Signature]  
Renee C. Llewellyn, Assistant Secretary

**SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL**

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

All American Building Services

Anthony Innabi President

Robert Blas Manager

Business Address:

PO BOX 802586 Santa Clarita, Ca 91380

Telephone Number: 323-422-6013

Date: 11/8/2024

Print Name: Anthony Innabi  
Principal

Signature: President  
Title

**TAX IDENTIFICATION NUMBER**

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

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

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

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

Exempt: Yes \_\_\_ No X Telephone ( 323 ) 422-6013

CORPORATION: All American Building Services

U.S.A. OR ANY AGENCIES THEREOF: \_\_\_\_\_

IRS CODE #501 TAX-EXEMPT ORGANIZATION: \_\_\_\_\_

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: \_\_\_\_\_

SOLE PROPRIETOR: \_\_\_\_\_

A PARTNERSHIP: \_\_\_\_\_

OTHER: \_\_\_\_\_ (Explain)

Signature/Title:  Date: 11/8/2024

PREMIUM INCLUDED IN PERFORMANCE BOND

Bond No. 024276007  
EXECUTED IN TRIPLICATE

Project No. 2503

Page 1 of 2  
(Use of City Bond Form is Required)

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

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, All American Building Services, as Principal, has entered into a contract dated November 19, 2024, with the City of Placentia (Obligee) referred to and made a part hereof to perform the following work, to wit: FY 24-25 Residential Street Curb Ramps Project and all appurtenant work in accordance with PROJECT NO. 2503, which requires Principal to file this bond to secure claims made in relation to the project.

NOW THEREFORE, we, All American Building Services, as Principal, and The Ohio Casualty Insurance Company, a corporation organized under the laws of New Hampshire and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of Placentia, as Obligee, and all sub-contractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of EIGHTY EIGHT THOUSAND AND NO/100..... Dollars (\$ 88,000.00\*\*\*\*\*), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

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

Project No. 2503

Page 2 of 2

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under the Civil Code so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

IN WITNESS THEREOF, we have hereunto set our hands and seals this 8th day of November, 2024.

(Corporate Seal)

All American Building Services  
Principal

By 

Anthony Innabi - President/Secretary  
Title

(Corporate Seal)

The Ohio Casualty Insurance Company  
Surety

By 

Les M. Mantle-Attorney in Fact  
Title

APPROVED AS TO FORM:  
/s/ Christian L. Bettenhausen  
City Attorney

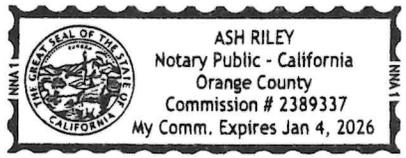
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )  
On November 11<sup>th</sup>, 2024 before me, Ash Riley, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Anthony Innabi  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.  
Signature Ash Riley  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Anthony Innabi  
 Corporate Officer — Title(s): President/Secretary  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_  
All American Building Services

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Orange

On 11-8-2024 before me, Mary Martignoni - Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Les M. Mantle  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Les M. Mantle

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: The Ohio Casualty Insurance Company

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206001-972012

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Les M. Mantle

all of the city of Fullerton state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of July, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 21st day of July, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of November 2024



By: Renee C. Llewellyn, Assistant Secretary

**STATEMENT OF NON COLLUSION BY CONTRACTOR**

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

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

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

On 11/8/2024 at Santa Clarita California.

Firm All American Building Services

Street PO BOX 802586

City Santa Clarita State CA Zip 91380

  
 \_\_\_\_\_  
 (Signature)  
 Anthony Innabi President  
 \_\_\_\_\_  
 (Print Name & Title)

**EXHIBIT A**  
**SCOPE OF SERVICES**

The project includes providing all labor, materials, equipment, tools and incidentals as required to install new concrete ramps to meet ADA accessibility as shown in the sketches, Specifications and Contract Documents. The scope of work includes removal of existing sidewalk, curb and gutter and any other existing conditions to allow construction of new curb ramps, truncated domes, sidewalks, retaining curb, curb and gutter, cross gutters, full depth AC slot pavement, restoration of landscaping and irrigation system, and all items not mentioned but included in the plans and specifications. All work must be performed in accordance with the approved plans and specifications for this project and as directed by the City.

# SECTION C

## PROPOSAL

for the

**FY 2024-25 RESIDENTIAL STREET CURB RAMPS PROJECT  
CITY PROJECT NO. 2503**

in the

**CITY OF PLACENTIA**

### **TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF PLACENTIA:**

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the Scope of Work as described on the Bid Documents and depicted in Appendix I. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of PLACENTIA, and to enter into a contract at the following prices. The undersigned agrees to complete the work within **Thirty (30)** working days, starting from the date mentioned in the Notice to Proceed or liquidated damages of \$500 per workday will be applied.

BIDDER declares that this proposal is based upon careful examination of the work site, plans, specifications, Instructions to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guaranty accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, fees, etc., and will be guaranteed for a period of ninety days from the bid opening date. If at such time the contract is not awarded, the AGENCY will reject all bids and will re-advertise the project. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10 working days after the date of the AGENCY'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

Accompanying this proposal of bid, find \_\_\_\_\_ in the amount of \$\_\_\_\_\_ which said amount is not less than 10% of the aggregate of the total bid price, as required by the Notice Inviting Sealed Bids, payable to the AGENCY. (Please insert the words "Cash", "Certified Check", or "Bidder's Bond", as the case may be).

Bidder shall signify receipt of all Addenda here, if any:

<b>Addenda No.</b>	<b>Date Received</b>	<b>Bidder's Signature</b>

**FY 2024-25 RESIDENTIAL STREET CURB RAMPS PROJECT  
CITY PROJECT NO. 2503**

**BID "A" SCHEDULE**

<b>ITEM NO.</b>	<b>ITEMS DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1.	Mobilization	1	LS	\$ 14,000	\$ 14,000
2.	Traffic Control & Public Safety	1	LS	\$ 9,100	\$ 9,100
3.	Sawcut, Remove Existing and Construct New Curb Ramp per ADA and CBC Standards, whichever is more restrictive per General Provisions	10	EA	\$ 2500	\$ 25,000
4.	Sawcut, Remove Existing and Construct New 4" PCC Sidewalk per SPPWC Std Plan 113-2	250	SF	\$ 45	\$ 11,250
5.	Sawcut, Remove Existing and Construct New PCC Curb and Gutter per SPPWC Std Plan 120-2	45	LF	\$ 70	\$ 3,150
6.	Sawcut, Remove Existing and Construct New PCC Cross Gutter per SPPWC Std Plan 122-2	500	SF	\$ 25	\$ 12,500

TOTAL BID "A" PRICE WRITTEN IN FIGURES: \$ 75,000

TOTAL BID "A" PRICE WRITTEN IN WORDS: Seventy Five Thousand

### ADDITIVE BID "B" SCHEDULE

ITEM NO.	ITEMS DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Mobilization	1	LS	\$ 2500	\$ 2,500
2.	Traffic Control & Public Safety	1	LS	\$ 1500	\$ 1500
3.	Sawcut, Remove Existing and Construct New Curb Ramp . per ADA and CBC Standards, whichever is more restrictive per General Provisions	2	EA	\$ 4500	\$ 9,000

TOTAL ADDITIVE BID "B" PRICE WRITTEN IN FIGURES: \$ 13,000

TOTAL ADDITIVE BID "B" PRICE WRITTEN IN WORDS: Ten Thousand

**GRAND TOTAL BID "A" + ADDITIVE BID "B" PRICE WRITTEN IN FIGURES:**

\$ 88,000

**GRAND TOTAL BID "A" + ADDITIVE BID "B" PRICE WRITTEN IN WORDS:**

Eighty Eight Thousand

**NOTE: The GRAND TOTAL BID "A" + ADDITIVE BID "B" PRICE shall be used as the basis of bid determining the low bid for this project. The City reserves the right to include or remove the ramps on Bradford Ave that makes up the additive bid schedule.**

Through submission on PlanetBids, the bidder certifies that he/she has followed the bidder instructions, acknowledges the requirements set forth in this proposal form for bid submission, and has thoroughly checked the figures set forth in the proposal and inputted into PlanetBids, that they are correct to the best of his/her knowledge and constitute his/her proposal to perform all the work called out and implied throughout these contract documents.

\*\*\*BID ITEMS TO BE INPUTTED ON-LINE VIA PLANETBIDS\*\*\*

### LIST OF SUBCONTRACTORS

In accordance with Public Contract Code Section 4104, the Bidder shall set forth the name and business address of each subcontractor who will perform work or render service to the bidder on said contract in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work to be done by such subcontractor.

<i>Portion of Work</i>	<i>Name and Address of Subcontractor</i>	<i>State License Number</i>	<i>Class</i>
	None		

By submission of this proposal, the Bidder certifies:

1. That he is able to and will perform the balance of all work, which is not covered in the above subcontractors listing.
2. That the AGENCY will be furnished copies of all subcontracts entered into and bonds furnished by subcontractor for this project.

**NONCOLLUSION AFFIDAVIT  
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

State of California

ss.

County of Orange

Anthony Innabi, being first duly sworn, deposes and says that he or she is  
President of All American Building Services the party making  
the foregoing bid that the bid is not made in the interest of, or on the behalf of, any undisclosed  
person, partnership, company, association, organization, or corporation; that the bid is genuine  
and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any  
other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired,  
connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall  
refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by  
agreement, communication, or conference with anyone to fix the bid price, or that of any other  
bidder, or to secure any advantage against the public body awarding the contract of anyone  
interested in the proposed contract; that all statements contained in the bid are true; and, further,  
that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown  
thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will  
not pay fee to any corporation, partnership, company association, organization, bid depository, or  
to any member or agent thereof to effectuate a collusive or sham bid.

Anthony Innabi  
Name of Bidder

  
Signature of Bidder

PO BOX 802586 Santa Clarita, Ca 91380  
Address of Bidder

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

NOTARY PUBLIC \_\_\_\_\_ SEE ATTACHED  
NOTARY SEAL

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 30th  
day of October, 2024, by Anthony Innabi

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature Amy Mosshammer

# UTILITY AGREEMENT

## HONORABLE MAYOR AND CITY COUNCIL CITY OF PLACENTIA, CALIFORNIA

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as FY 2024-25 RESIDENTIAL STREET CURB RAMPS PROJECT, (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

**"Qualified Person:** *A person who, by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved."*

The undersigned also promised and agrees that all such work shall be performed in accordance with all applicable electrical utility company's requirements, Public Utility Commission orders, and State of California Cal-OSHA requirements.

The undersigned further promises and agrees that the provisions herein shall be and are binding upon any subcontractor or subcontractors that may be retained or employed by the undersigned, and that the undersigned shall take steps as are necessary to assure compliance by any said subcontractor or subcontractors with the requirements contained herein.

All American Building Services  
\_\_\_\_\_  
Contractor

Anthony Innabi  
\_\_\_\_\_  
By

President  
\_\_\_\_\_  
Title

Date: 10/30/2024



### WORKERS COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate.

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

All American Building Services  
Contractor

Anthony Innabi   
By

President  
Title

Date: 10/30/2024

### UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER

(To be completed only by the awarded Contractor prior to excavation)

No excavation will be permitted until this form is completed and returned to the AGENCY.

Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a Permit to Excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **1-800-422-4133** a minimum of two working days before scheduled excavation.

**Dig Alert Identification Number:** \_\_\_\_\_

All American Building Services  
Contractor

Anthony Innabi  
By

President  
Title

Date: 10/30/09

**Note:** *This form is required for every **Dig Alert Identification Number** issued by U.S.A. during the course of the Work. Additional forms may be obtained from the AGENCY upon request.*

**BIDDER'S INFORMATION**

BIDDER certifies that the following information is true and correct:

All American Building Services  
Bidder's Name

PO BOX 802586  
Business Address

Santa Clarita, CA 91380  
City State Zip

( ) 323-422-6013  
Telephone Number

Anthony Innabi  
Contact Name

PW-LR-1000790148  
Contractor's DIR Public Works Registration Number

921499 A, B, C10, C27, C33, C36  
State Contractor's License No. and Class

9/2/2008  
Original Date Issued

04/30/2026  
Expiration Date

The work site was inspected by Anthony Innabi of our office on 10/29, 2024.

The following are persons, firms, and corporations having a principal interest in this proposal:

Anthony Innabi \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The undersigned is prepared to satisfy the Council of the City of PLACENTIA of its ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

All American Building Services

Company Name



Signature of Bidder

Anthony Innabi

Printed or Typed Signature

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 2024.

NOTARY PUBLIC \_\_\_\_\_

SEE ATTACHED

NOTARY SEAL

Listed below are the names, address and telephone numbers for three public agencies for which the bidder has performed similar work within the past two years:

1. Palm Springs Unified School District  
Name and Address of Public Agency

Name and Telephone No. of Project Manager: Nathaniel Rodriguez 760-534-5559

<u>513.000</u>	<u>Concrete Driveway and Sidwalks</u>	<u>9/4/2024</u>
Contract Amount	Type of Work	Date Completed

2. City of Big Bear Lake  
Name and Address of Public Agency

Name and Telephone No. of Project Manager: Israel Gomez Rosales 909-866-5831 x137

<u>294,200</u>	<u>Concrete Sidwalks and Driveway for ADA</u>	
Contract Amount	Type of Work	Date Completed

3. \_\_\_\_\_  
Name and Address of Public Agency

Name and Telephone No. of Project Manager: \_\_\_\_\_

_____	_____	_____
Contract Amount	Type of Work	Date Completed

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 30th  
day of October, 2024, by Anthony Innabi

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature Amy Moshammer

## RESPONSIBLE BIDDER – SUPPLEMENTAL QUESTIONNAIRE

1. How many years has your organization been in business in California as a contractor under your present business name and license number?

5 Years

2. What is your firm's Average Gross Revenue for the last three years?

\$ 3,000,000      –

3. Is your firm currently the debtor in a bankruptcy case?

Yes                       No

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

Case Number	Bankruptcy Court	Date Filed
-------------	------------------	------------

4. Was your firm in bankruptcy any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 2, above.)

Yes                       No

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

Case Number	Bankruptcy Court	Date Filed
-------------	------------------	------------

5. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

Yes                       No

6. At any time in the last five years, has your firm been assessed and paid liquidated damages after completion of a project, under a construction contract with either a public or private owner?

Yes                       No

7. Has your firm ever defaulted on a construction contract?

Yes                       No

If "yes," explain on a separate page.

8. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

Yes                       No

If "yes," explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.

9. In the last five years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

Yes  No

If "yes," on a separate page identify the year of the event, the entity denied the award, the owner, the project, and the basis for the finding by the public agency.

10. In the past five years, has any claim against your firm concerning your firm's work on a construction project, been filed in court or arbitration?

Yes  No

If "yes," on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, the name of the entity the claim was filed against, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

11. In the past five years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and filed that claim in court or arbitration?

Yes  No

If "yes," on a separate page identify the claim by providing the name of claimant, the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

12. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?

Yes  No

13. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes  No

14. Has your firm or any of its owners, officers, or partners ever been liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

Yes  No

15. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

Yes  No

If "yes," explain on a separate page, including identifying who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.

16. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes  No

If "yes," identify on a separate page, the person or persons convicted, the court and case number, the crimes, and the year convicted.

17. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

1 %

18. During the last five years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm has no surety bond in place during a public construction project when one was required?

Yes  No

19. Has CAL OSHA cited and assessed penalties against the General Contractor or its associates for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

**(Note: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.)**

Yes  No

If "yes," on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any OSHAB decision.

20. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against the General Contractor or its associates in the past five years?

**(Note: If an appeal of the citation has been filed and the Appeals Board has not yet ruled, or there is a court appeal pending, you need not include information about the citation.)**

Yes  No

If "yes," on separate page describe the citation, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

21. Has there been more than one occasion during the last five years in which the General Contractor or its associates was required to pay either back wages or penalties for failure to comply with the **state's** prevailing wage laws?

Yes  No

If "yes," on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

22. During the last five years, has there been more than one occasion in which the General Contractor or its associates have been penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?

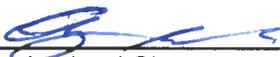
Yes  No

If "yes," on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

**DESIGN ENGINEER MAY NOT BID ON  
CONSTRUCTION CONTRACT**

No engineering or architectural firm which has provided design services for a project shall be eligible to bid on the contract to construct the project. The firms ineligible to bid include the prime contractor for design, subcontractors of portions of the design, and affiliates of either. An affiliate is a firm which is subject to the control of the same persons(s), through joint ownership or otherwise.

ACKNOWLEDGED this 30 day of October, 2024 at  
Santa Clarita, California

  
\_\_\_\_\_  
Authorized Signature

President  
\_\_\_\_\_  
Position

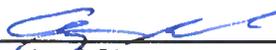
All American Building Services  
\_\_\_\_\_  
Company

# NOTICE OF AFFIRMATIVE ACTION

## "NOTICE"

By submitting a proposal on any job or entering into any contractual agreement with the City of Placentia, the undersigned agrees not to discriminate in employment decisions against any person on account of race, creed, national origin, ethnic background, color, sex, age, or handicap in performing the work required under this proposal.

ACKNOWLEDGED this 30 day of October, 2024, at Santa Clarita, CA.

  
\_\_\_\_\_  
Authorized Signature

President  
\_\_\_\_\_  
Position

All American Building Services  
\_\_\_\_\_  
Company

**EXHIBIT B**  
**SCHEDULE OF PERFORMANCE**

All work must be complete within **Thirty (30)** working days starting from the date mentioned in the Notice to Proceed.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

**A. Minimum Scope and Limits of Insurance**

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

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

**1. Commercial General Liability Insurance**

- Commercial general liability insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Minimum Limits: \$2,000,000.00 per occurrence; \$4,000,000.00 general aggregate; \$4,000,000.00 products/completed operations aggregate. The aggregate limit, encompassing the above coverage, shall apply separately to this project/location. The required limits may be provided by a combination of general liability insurance and commercial excess or umbrella liability insurance. If Contractor maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Contractor.
- Any deductible or self-insured retention shall be shown on the certificate of insurance. If the deductible or self-insured retention exceeds \$25,000.00, it must be approved in advance by City. Contractor is responsible for any deductible or self-insured retention and shall fund it upon City's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving City.
- Coverage shall be continued for three (3) years after completion of the work.
- City shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. City shall continue to be an additional insured for completed operations for three (3) years after completion of the work. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations forms: CG 20 10 or

CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; and one of the following ISO completed operations forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

- The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products/completed operations hazard (“f” definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- The policy shall cover inter-insured suits and include a “separation of insureds” or “severability” clause which treats each insured separately.
- The policy shall be endorsed to include a written waiver of the insurer’s right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- The policy shall not contain a contractors' warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.
- Required evidence of coverage:
  1. Copy of the endorsements naming the City of Placentia, its officers, officials, employees, agents, and volunteers as additional insureds;
  2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
  3. Properly completed certificate of insurance; and
  4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.

## **2. Business Automobile Liability Insurance**

- Minimum Limit: \$2,000,000.00 combined single limit per accident.
- Coverage shall apply to all owned, hired, leased, and non-owned vehicles.
- City shall be endorsed as additional insured.
- Required evidence of coverage:
  1. Copy of the endorsement naming the City of Placentia, its officers,

officials, employees, agents, and volunteers as additional insureds; and

2. Properly completed certificate of insurance.

### 3. **Workers' Compensation & Employer's Liability Insurance**

- Worker's compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employer's liability with limits of \$1,000,000.00 per accident; \$1,000,000.00 disease per employee; \$1,000,000.00 disease per policy.
- The policy shall include a written waiver of the insurer's right to subrogate against City.
- Required evidence of coverage:
  1. Subrogation wavier endorsement; and
  2. Properly completed certificate of insurance.

### 4. **Contractors Pollution Liability Insurance**

- Minimum Limits: \$2,000,000.00 per pollution incident; \$2,000,000.00 policy aggregate.
- Coverage shall apply to pollution incidents at or from any location at which Contractor is performing work under this Agreement.
- Any deductible or self-insured retention shall be shown on the certificate of insurance. If the deductible or self-insured retention exceeds \$25,000.00, it shall be approved in advance by City. Contractor is responsible for any deductible or self-insured retention and shall fund it upon City written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving City.
- City shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Additional insured status shall continue for three (3) years after completion of the work.
- The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.

- The insurance shall be continued for three (3) years after completion of the work.
- Required evidence of coverage:
  1. Copy of the endorsement naming the City of Placentia, its officers, officials, employees, agents, and volunteers as additional insureds;
  2. Copy of the endorsement or policy language indicating that coverage for the additional insureds is primary and non-contributory; and
  3. Properly completed certificate of insurance.

## 5. Surety Bonds

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

## 6. Standards for Insurance Companies

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

## B. Documentation and Other Provisions

1. The certificate of insurance shall include the following reference: FY 2024-2025 Residential Street Curb Ramps Project – City Project No. 2503.
2. The name and address for additional insured endorsements and certificates of insurance is: City of Placentia, 401 E. Chapman Ave., Placentia, CA 92870.
3. **Defense fees and costs shall not deplete the limits of any insurance provided under this Agreement.**
4. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure the City is an additional insured on insurance required from subcontractors.

5. Contractor agrees to waive and to obtain endorsements from insurers waiving subrogation rights against the City of Placentia, its officers, officials, employees, agents, and volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their insurance policies.
6. The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy.
7. Coverage shall be on a standard occurrence form. Claims-made forms are not acceptable. Modified, limited, or restricted occurrence forms are not acceptable.
8. Said policies shall not terminate, nor shall they be cancelled or coverage reduced, without at least thirty (30) days' written notice to the City. In the event of any cancellation or reduction in coverage or limits of any insurance, Contractor shall forthwith obtain and submit proof of substitute insurance. Should Contractor fail to immediately procure other insurance, as specified, to substitute for any cancelled policy or reduction in the required insurance limits, the City may procure such insurance at Contractor's sole cost and expense.
9. Current evidence of coverage shall be provided for the entire required period of insurance.
10. Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

**EXHIBIT D**

**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/13/2024

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> Orr & Associates Insurance Services 28780 Single Oak Dr Ste 255 Temecula CA 92590	<b>CONTACT NAME:</b> Certificates <b>PHONE (A/C, No, Ext):</b> 951-506-5859 <b>E-MAIL ADDRESS:</b> certs@orrandassociates.com	<b>FAX (A/C, No):</b> 800-474-3003
	<b>INSURER(S) AFFORDING COVERAGE</b>	
License#: 0E63493 ALLAMER-29	<b>INSURER A:</b> Navigators Insurance Company	<b>NAIC #</b> 42307
<b>INSURED</b> All American Building Services PO Box 802586 Santa Clarita CA 91380	<b>INSURER B:</b> Associated Industries Ins. Co.	<b>NAIC #</b> 23140
	<b>INSURER C:</b> Kemper/Infinity Select Insuran	<b>NAIC #</b> 20260
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 1078179702

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	AES125717100	11/13/2024	11/13/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	50019559601	11/13/2024	5/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EXA125717400	11/13/2024	11/13/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	<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				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Equipment Floater			04-IM052954	9/4/2024	9/4/2025	Rented Leased Equip 250,000

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

Certificate is subject to policy limits, conditions and exclusions.

City of Placentia is named as Additional Insured as per attached endorsement form(s).

**CERTIFICATE HOLDER****CANCELLATION**
 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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### **Blanket Additional Insured Endorsement**

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This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Additional Insured Endorsement, **we** agree with **you** that any person or organization with whom **you** have executed a written agreement prior to any **loss** is added as an additional **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to such additional **insured** only as a person or organization liable for **your** operations and then only to the extent of that liability. This endorsement does not apply to acts, omissions, products, work, or operations of the additional **insured**.

Regardless of the provisions of paragraph a. and b. of the "Other Insurance" clause of this policy, if the person or organization with whom **you** have executed a written agreement has other insurance under which it is the first named **insured** and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between **you** and that person or organization, signed and executed by **you** before the **bodily injury** or **property damage** occurs and in effect during the policy period, requires this insurance to be primary and non-contributory.

In no way does this endorsement waive the "Other Insurance" clause of the policy, nor make this policy primary to third parties hired by the **insured** to perform work for the **insured** or on the **insured's** behalf.

**ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.**

**Blanket Waiver of Subrogation Endorsement**

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This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Waiver of Subrogation Endorsement, **we** agree to waive any and all subrogation claims against any person or organization with whom a written waiver agreement has been executed by the named insured, as required by written contract, prior to the occurrence of any **loss**.

**ALL OTHER TERMS, LIMITS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.**

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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.

**B.** 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.
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.

**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):	Location And Description Of Completed Operations
<p><b>ALL PERSONS OR ORGANIZATIONS WHERE WRITTEN CONTRACT WITH THE NAMED INSURED REQUIRES ADDITIONAL INSURED COMPLETED OPERATIONS. THIS FORM DOES NOT APPLY TO YOUR WORK ON "RESIDENTIAL PROPERTY"</b></p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

**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".

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

## **AMENDMENT – AGGREGATE LIMITS OF INSURANCE (PER PROJECT)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

<b>Schedule</b>	
Subject to an Overall Policy Aggregate Limit:	\$

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

- A.** Paragraphs **2.** and **3.** of **SECTION III – LIMITS OF INSURANCE** are replaced by the following:
  - 2.** The Overall Policy 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" to each of your projects away from premises owned by or rented to you.
- B.** The following is added to **SECTION III – LIMITS OF INSURANCE**:
  - 8.** Subject to Paragraph **2.** and **3.** above, the General Aggregate Limit is the most we will pay under for the sum Coverage **A**, Coverage **B**, or Coverage **C** to each of your projects away from premises owned by or rented to you.

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

## **PRIMARY AND NON-CONTRIBUTING INSURANCE (THIRD-PARTY)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

#### **SCHEDULE**

Third Party:	All persons or organizations where required by written contract with the Named Insured
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(Absence of a specifically named Third Party above means that the provisions of this endorsement apply as required by written contractual agreement with any Third Party for whom you are performing work.)

Paragraph 4. of **SECTION IV: COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

#### **4. Other Insurance:**

With respect to the Third Party shown above, this insurance is primary and non-contributing. Any and all other valid and collectable insurance available to such Third Party in respect of work performed by you under written contractual agreements with said Third Party for loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

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

This endorsement modifies insurance provided under the following:

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

## SCHEDULE

**Name Of Person Or Organization:**

Blanket as required by written contract.

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



# CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2983638

DATE (MM/DD/YYYY)

3/8/2024

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> USI Insurance Services, LLC 2502 N Rocky Point Drive Tampa, FL 33607	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> 844-290-4908	<b>FAX (A/C. No):</b>
	<b>E-MAIL ADDRESS:</b> BBSIcerts@locktonaffinity.com	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Ace American Insurance Company		22667
<b>INSURED</b> ALL AMERICAN BUILDING SERVICES PO Box 802586, SANTA CLARITA, CA 91380	<b>INSURER B :</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	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	<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 <input type="checkbox"/>	N/A	X	C55593073	2/1/2024	2/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

Policy State = CA  
 Waiver of Subrogation in favor of certificate holder when required by written contract

**CERTIFICATE HOLDER**

For Information Purposes

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*Lisa Abernathy*

**Workers' Compensation and Employers' Liability Policy**

Named Insured ALL AMERICAN BUILDING SERVICES PO Box 802586, SANTA CLARITA, CA 91380	Endorsement Number
	Policy Number Symbol: WLR Number: C55593073
Policy Period 2/1/2024 TO 2/1/2025	Effective Date of Endorsement 3/8/2024
Issued By (Name of the Insurance Company) Ace American Insurance Company	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

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

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

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

Schedule

1. ( ) Specific Waiver

Name of person or organization:

(x) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL CALIFORNIA OPERATIONS

3. Premium:

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

4. Minimum Premium: \$0



\_\_\_\_\_  
Authorized Agent

**EXHIBIT E**  
**CLAIMS PROCEDURE**

**SUMMARY OF PUBLIC CONTRACT CODE § 9204**

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

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

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

Initial Review

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

Meet & Confer

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

Mediation

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

Miscellaneous Provisions

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



## PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: November 19, 2024

Submitted by: Gabriel Guerrero-Gabany

From: Public Works

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### **Subject:**

Approval of Specifications and Award of Construction Contract to Roy Allan Slurry Seal, Inc. for the Fiscal Year 2023-24 Residential Streets Slurry Seal Project

### **Financial Impact:**

#### Fiscal Impact:

Expense:     \$1,896,403.90 Total Construction Costs  
                  \$1,651,276.27 Construction Contract Amount  
                  \$ 165,127.63 Construction Contingency Amount  
                  \$ 80,000.00 Construction Inspection Costs

Budgeted:    \$1,896,403.90 Total Project Funds  
                  \$ 996,239.56 FY24/25 Measure U Funds  
                  \$ 460,000.00 FY24/25 McFadden Park Playground Renovation  
                                  (Resolution R-2024-73)  
                  \$ 250,000.00 FY24/25 Funds from Wayfinding Signs – Residential  
                                  (Resolution R-2024-73)  
                  \$ 180,164.34 FY24/25 Funds from Tynes Gym Roof Replacement  
                                  (Resolution R-2024-73)  
                  \$ 10,000.00 City of Anaheim’s Project Share  
                                  (Resolution R-2024-73)

#### Alternate Recommendation

Expense:     \$2,598,321.49 Total Construction Cost  
                  \$2,289,383.17 Construction Contract Amount  
                  \$ 228,938.32 Construction Contingency Amount  
                  \$ 80,000.00 Construction Inspection Costs

#### Alternate Recommendation

Budgeted:    \$2,598,321.49 Total Project Funds  
                  \$1,203,000.00 FY24/25 Measure M Funds  
                  \$1,385,321.49 FY24/25 SB1/RMRA Funds  
                  \$ 10,000.00 City of Anaheim’s Project Share  
                                  (Resolution R-2024-74)

### **Summary:**

The scope of work for the Fiscal Year (“FY”) 2023-24 Residential Streets Slurry Seal Project entails the rehabilitation of multiple residential streets totaling 1.9 million square feet of roadways. In general, the work consists of the application of slurry seal, constructing asphalt-rubber aggregate membrane (ARAM) System I & II, localized pavement reconstruction, concrete curb and gutter replacement, protecting existing utilities, installing signing, striping, markings, and pavement legends (Attachment No. 3).

The City solicited competitive bids for the project and a total of four (4) bids were received for this project on October 31, 2024. These bids consisted of five (5) portions: Bid “A” + Additive Bid “B” + Additive Bid “C” + Additive Bid “D” + Additive Bid “E”. The total of Bid “A” and Additive Bid “B” was used as the basis in determining the low bid for this project and consists of the application of slurry seal and ARAM System 1. The low bid received from Roy Allan Slurry Seal, Inc. (Roy Allan) was found to be the lowest responsive and responsible bid received. Staff recommends that City Council award a construction contract to Roy Allan in the amount of \$1,651,276.27, which includes Bid “A”, Additive Bid “B”, Additive Bid “C” and Additive Bid “E”. Additive Bid “C” includes ARAM System II to the streets in the Group 4 area. Additive Bid “E” includes paving the Whitten Center Parking Lot.

In addition to the construction cost, a ten percent (10%) construction contingency amount of \$165,127.63 is provided to cover any unforeseen conditions found during construction. The total construction contract cost, including contingency, amounts to \$1,816,403.90.

**Recommendation:**

Recommended Action: It is recommended that the City Council:

1. Approve the Engineered Specifications prepared by NV5 Inc. for the FY 2023-24 Residential Streets Slurry Seal Project; and
2. Approve a Public Works Agreement with Roy Allan Slurry Seal, Inc., for the FY 2023-24 Street Rehabilitation Project in the amount of \$1,651,276.27; and
3. Reject all other bids received and authorize return of the bid bonds; and
4. Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or \$165,127.63, for a total construction contract not-to-exceed amount of \$1,816,403.90; and
5. Approve a Cooperative Agreement with the City of Anaheim for the construction cost for Anaheim’s fair share of roadway rehabilitation project that is estimated to be \$10,000, with the final cost to be based at actual construction completion; and
6. Approve a purchase order with Bowman Company to provide construction inspection and material testing services for a not-to-exceed amount of \$80,000; and
7. Adopt Resolution No. R-2024-73, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2024-25 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
8. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

As an alternate recommendation City Council may take the following actions:

1. Approve the Engineered Specifications prepared by NV5 Inc. for the FY 2023-24 Residential Streets Slurry Seal Project; and
2. Reject all bids received for the FY 2023-24 Arterial Street Rehabilitation Project; and
3. Approve a Public Works Agreement with Roy Allan Slurry Seal, Inc., for the FY 2023-24

- Residential Streets Slurry Seal Project in the amount of \$2,289,383.17; and
4. Reject all other bids received and authorize return of the bid bonds; and
  5. Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or \$228,938.32, for a total construction contract not-to-exceed amount of \$2,518,321.49; and
  6. Approve a Cooperative Agreement with the City of Anaheim for the construction cost of Anaheim’s fair share of roadway rehabilitation that is estimated to be \$10,000, with the final cost to be based at actual construction completion; and
  7. Approve a purchase order with Bowman Company to provide construction inspection and material testing services for a not-to-exceed amount of \$80,000; and
  8. Adopt Resolution No. R-2024-74, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2024-25 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
  9. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

**Strategic Plan Statement:**

This item conforms to Strategic Plan Goal 5 and Objective 5.8, Implement the 2022 Pavement Management Plan Report to prioritize streets and roads.

**Discussion:**

The scope of work for the FY 2023-24 Residential Streets Slurry Seal Project entails the rehabilitation of multiple residential streets totaling 1.9 million square feet of roadways. In general, the work consists of the application of slurry seal, constructing ARAM System I & II, localized pavement reconstruction, concrete curb and gutter replacement, protecting existing utilities, installing signing, striping, markings, and pavement legends (Attachment No. 3).

A portion of work is within the City of Anaheim, and in an effort to further collaboration between both agencies staff is recommending entering into a cooperation agreement. The City of Anaheim would be responsible for reimbursing Placentia for an amount not to exceed \$10,000 dollars.

On October 31, 2024, the City received four (4) bids from contractors to construct the project. The following table provides the total bid amounts received from each contractor:

<b>Contractor</b>	<b>Bid Amount</b>
Roy Allan Slurry Seal	\$1,651,276.27
Pavement Coatings Co.	\$1,770,789.50
American Asphalt South, Inc.	\$1,859,012.50
All American Asphalt	\$2,138,082.00

These bids consisted of five (5) portions: Bid “A” + Additive Bid “B” + Additive Bid “C” + Additive Bid “D” + Additive Bid “E”. The total of Bid “A” and Additive Bid “B” was used as the basis in determining the low bid for this project and consists of the application of slurry seal ARAM System 1, and localized full depth pavement reconstruction. ARAM System 1 consists of the application of an asphalt rubber binder, followed by placement of hot pre-coated aggregate which is then followed by the application of a Type II slurry seal. The low bid

received from Roy Allan was found to be the lowest responsive and responsible bid received. Staff recommends that City Council award a construction contract to Roy Allan in the amount of \$1,651,276.27, which includes Bid "A", Additive Bid "B", Additive Bid "C" and Additive Bid "E". Additive Bid "C" includes ARAM System II to the streets in the Group 4 paving area. Group 4 consists of the streets Hudson, Roanoke, Willamette, Susquehanna, and Little Big Horn. ARAM System II consists of a pavement edge grind and adding a hot mix asphalt leveling course pavement layer prior to the application of ARAM system 1. Additive Bid "E" includes paving the Whitten Center Parking Lot.

Alternatively, and after understanding the community's needs, Staff explored other paving options within Group 4. This option includes Bid "A", Additive Bid "D", and Additive Bid "E" while also removing Additive Bids "C" and "D". Additive Bid "D" is the full depth asphalt reconstruction within the Group 4 area and replaces the use of ARAM System I and II in this specific area. With this alternative option, Council will award a construction contract in the amount of \$2,289,383.17 to Roy Allan. However, in order to fund this alternative option, Council will have to reject the bids for the FY 2023-24 Arterial Street Rehabilitation Project to free up additional funds to fund the proposed improvements within Group 4. Staff will then reduce the scope of the Arterial Street Rehabilitation Project, re-bid the project, award at a later date, and further push the proposed construction date out.

A component of this project requires the allocation of funding for inspection and material testing services. The City requested four quotes from its on-call list of construction management and inspection consultants. The following table provides the total bid amounts received from each consultant.

<b>Consultant</b>	<b>Quote</b>
Ardurra Group	\$145,717
Berg & Associates	\$147,804
Bowman Company	\$ 73,375
Z&K Consultants	\$ 83,120

After reviewing the quotes, it was determined that Bowman Company submitted the most favorable proposal, and staff recommends approving a purchase order in the amount of \$73,375, with approximately 10% contingency, for a not-to-exceed amount of \$80,000 for inspection and material testing services.

**Fiscal Impact Summary:**

The total construction cost for the FY 2023-24 Residential Streets Slurry Seal Project amounts to \$1,896,403.90. This cost consists of the bid amount submitted by Roy Allan in the amount of \$1,651,276.27, a construction contingency in the amount of \$165,127.63, and a construction inspection and material testing purchase order with Bowman Company in the amount of \$80,000.

Funding for this project is supported by numerous sources as outlined below:

<b>Funding Source</b>	<b>Amount</b>
FY24/25 Measure U Funds	\$ 996,239.56
FY24/25 McFadden Park Playground renovation (Resolution R-2024-73)	\$ 460,000.00
FY24/25 Funds from Wayfinding Signs - Residential (Resolution R-2024-73)	\$ 250,000.00
FY24/25 Funds from Tynes Gym Roof Replacement (Resolution R-2024-73)	\$ 180,164.34
<b>Total</b>	<b>\$1,886,403.90</b>

<b>Reimbursements</b>	<b>Amount</b>
City of Anaheim's Project Share (Resolution R-2024-X1)	\$ 10,000.00

Construction costs remain high, and at 20% higher than in the prior year. Therefore, Staff is recommending Resolution R-2024-73 to appropriate \$460,000 from the existing McFadden Park Playground Renovation project, \$250,000.00 from the existing Residential Wayfinding Signs Project and \$180,164.34 from the Tynes Gym Roof Replacement, to support the cost of the proposed project. The McFadden Park Playground Renovation Project was able to utilize existing grant funding so this reallocation will not affect its delivery.

The fiscal impact for the alternative recommendation would be a total construction cost for the FY 2023-24 Residential Streets Slurry Seal Project of \$2,598,321.49. This cost consists of the bid amount submitted by Roy Allan in the amount of \$2,289,383.17, a construction contingency in the amount of \$228,938.32, and a construction inspection and material testing purchase order with Bowman Company in the amount of \$80,000.

<b>Funding Source</b>	<b>Amount</b>
FY24/25 Measure M Funds	\$1,203,000.00
FY24/25 SB1/RMRA Funds	\$1,385,321.49
<b>Total</b>	<b>\$2,588,321.49</b>

<b>Reimbursements</b>	<b>Amount</b>
City of Anaheim's Project Share (Resolution R-2024-74)	\$ 10,000.00

The fiscal impact for the alternative recommendation would require rejecting bids for the FY 23/24 Arterial Streets Rehabilitation Project and reappropriating the funding towards the Residential Slurry Seal project. Staff, at a later date, would then need to reduce the scope of the original FY 23/24 Arterial Streets Rehabilitation Project, readvertise and provide revised recommendations to Council to award the project.

### **Attachments**

- [Attachment 1 - Residential Slurry Budget Amendment Resolution-R-2024-73.pdf](#)
- [Attachment 2 - Alt Rec Residential Slurry Budget Amendment Resolution-R-2024-74.pdf](#)
- [Attachment 3 - Location Map.pdf](#)
- [Attachment 4 - Anaheim Coop.pdf](#)
- [Attachment 5 - Residential Public Works Agreement.pdf](#)
- [Attachment 6 - Alt Rec Residential Public Works Agreement.pdf](#)



**RESOLUTION NO. R-2024-73**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2024-25 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.**

**A. Recitals.**

(i). The adopted budget for the 2024-25 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 2024-25, Resolution No. R-2024-73, is hereby amended to adjust the following accounts as specified below:

<b>Fund</b>	<b>Description</b>	<b>Department</b>	<b>GL Account</b>	<b>Amount</b>	<b>Type</b>
McFadden Park Playground	Construction Contract Services	Public Works	797504-6760	-\$460,000	Expense
Wayfinding Signs - Residential	Construction Contract Services	Public Works	792505-6741	-\$250,000	Expense
Tynes Gym Roof Replacement	Construction Contract Services	Public Works	795510-6850	-\$180,164.34	Expense
Measure U Funds	Construction Contract Services	Public Works	796098-6740	-\$996,239.56	Expense

City of Anaheim Reimbursement	Construction Contract Services	Public Works	791506-4710	\$10,000.00	Revenue
FY23/24 Residential Slurry Seal Project	Construction Contract Services	Public Works	791506-6740	\$1,896,403.90	Revenue

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 19<sup>th</sup> DAY OF NOVEMBER 2024.**

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

ATTEST:

\_\_\_\_\_  
Robert McKinnell, City Clerk

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, Robert McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 19<sup>th</sup> day of November 2024 by the following vote:

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

\_\_\_\_\_  
Robert McKinnell, City Clerk

APPROVED AS TO FORM:

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

**RESOLUTION NO. R-2024-74**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2024-25 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.**

**A. Recitals.**

(i). The adopted budget for the 2024-25 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 2024-25, Resolution No. R-2024-74, is hereby amended to adjust the following accounts as specified below:

<b>Fund</b>	<b>Description</b>	<b>Department</b>	<b>GL Account</b>	<b>Amount</b>	<b>Type</b>
Capital Project	City of Anaheim Reimbursement	Public Works	791506-4710	\$10,000	Revenue
FY24/25 Measure M Funds	Construction Contract Services	Public Works	186098-6740	-\$1,203,000.00	Expense
SB1/RMRA Funds	Construction Contract Services	Public Works	606098-6740	-\$1,385,321.49	Expense
FY24/25 Measure M Funds	Construction Contract Services	Public Works	181506-6740	\$1,203,000.00	Revenue

SB1/RMRA Funds	Construction Contract Services	Public Works	601506-6740	\$1,385,321.49	Revenue
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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 19<sup>th</sup> DAY OF NOVEMBER 2024.**

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

ATTEST:

\_\_\_\_\_  
Robert McKinnell, City Clerk

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, Robert McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 19<sup>th</sup> day of November 2024 by the following vote:

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

\_\_\_\_\_  
Robert McKinnell, City Clerk

APPROVED AS TO FORM:

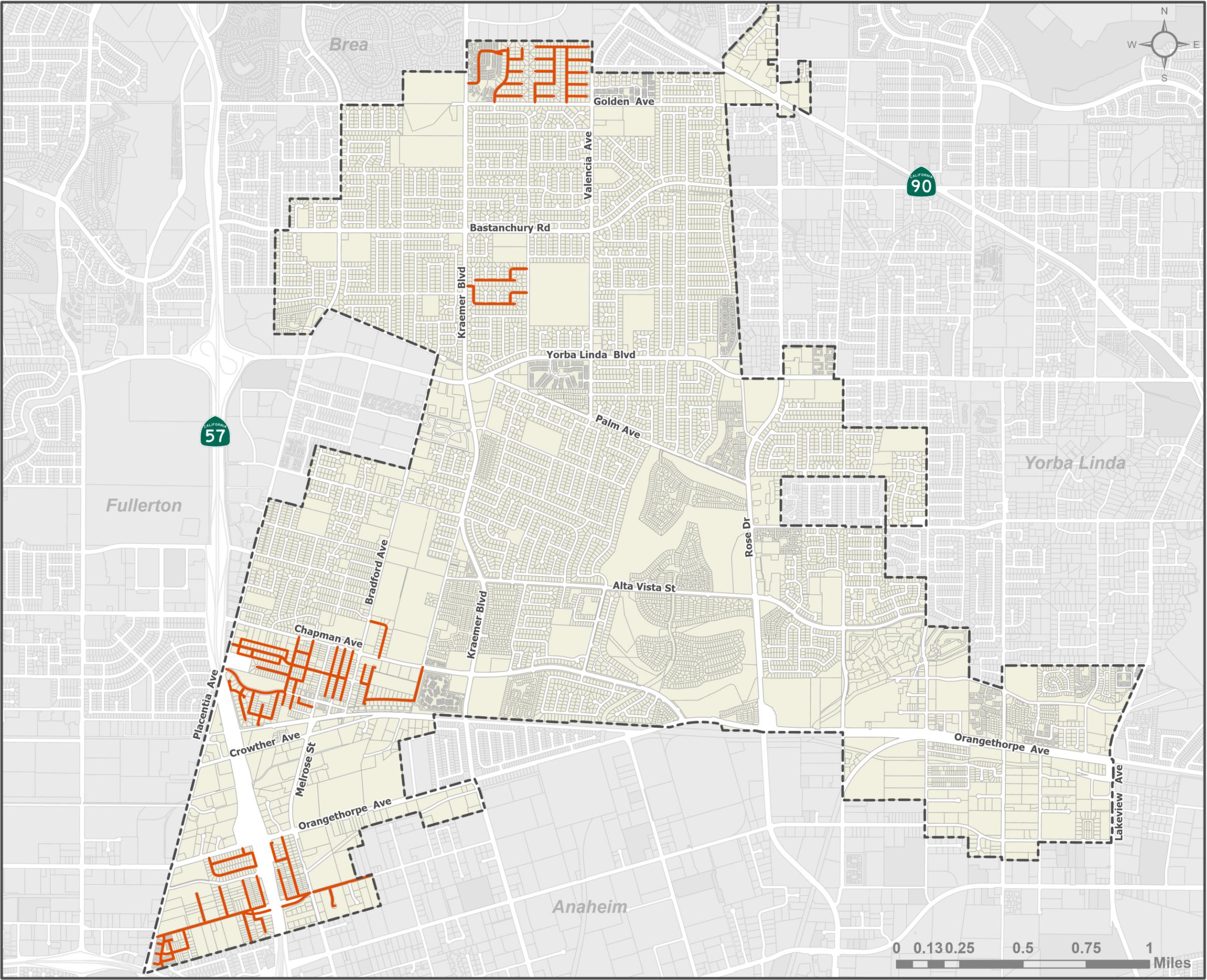
\_\_\_\_\_  
Christian Bettenhausen, City Attorney



# RESIDENTIAL REHABILITATION PROJECT FY 2023-24

*Public Works Department*  
*Updated in November 2024*

**— Project Area/Streets**  
Fiscal Years : 2023-2024  
Total Sq. Ft : ~1,900,000



This map is for general reference only and may not reflect recent changes or improvements.  
The Public Works staff should be consulted for the most current information.

Development Services Department, Planning Division, GIS



**PORTION OF LA JOLLA STREET  
COOPERATIVE AGREEMENT  
BETWEEN CITY OF PLACENTIA AND CITY OF ANAHEIM  
FOR FUNDING AND CONSTRUCTION OF THE  
FY 2023-2024 RESIDENTIAL STREETS SLURRY SEAL PROJECT**

This COOPERATIVE AGREEMENT ("Agreement") is made and entered into this 29<sup>th</sup> day of Oct, 2024, by and between the CITY OF PLACENTIA ("Placentia"), a municipal corporation and charter city, and the CITY OF ANAHEIM ("Anaheim"), a municipal corporation and charter city (the "Parties").

**RECITALS**

A. La Jolla Street is an existing two-lane collector street located on the border of Anaheim and Placentia, laying partially in Anaheim and partially in Placentia, as shown in the Project Location Map attached as Exhibit "A" and incorporated herein by reference. La Jolla Street runs generally in a west-east direction.

B. The Parties agree that La Jolla Street is in need of preservation, for portions located in Anaheim as well as in Placentia (the "Project").

C. Project improvements will include: 1) Mobilization 2) Traffic Control and Public Safety; 3) Best Management Practices; 4) Tire Rubber Modified Slurry Seal (TRMSS) Type II; 5) Construct 3/8" Asphalt Rubberized Aggregate Membrane and may include: 7) Construct 3/4" AC Leveling Course; 8) 5' Variable Depth Edge Grind

D. Anaheim has reviewed the estimate for the project and agrees with the scope of the work to be performed in Anaheim on La Jolla Street as well as the estimated costs for their share of the Project in Anaheim. The estimate for that portion of work to be performed in Anaheim, is attached as Exhibit "B" and incorporated herein by reference.

E. The Parties agree that Placentia shall take the lead in managing the Project and that Anaheim shall reimburse Placentia for that portion of the work within Anaheim according to the provisions set forth herein.

F. Each Party has authorized sufficient funds in its budget to cover the costs of the Project in its respective jurisdiction.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing recitals of fact, the mutual covenants and conditions contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

### 1. Project Funding Obligations.

1.1. Anaheim will be responsible for one hundred percent (100%) of the cost for those portions of the Project that are located within Anaheim ("Anaheim Portion"), as set forth in Exhibit "B" ("Anaheim's Costs"). Anaheim will pay Placentia directly, upon receipt of an invoice and statement of work confirming that the project has been completed.

1.2. Anaheim will be responsible for its pro-rata share of Project design, environmental, construction, inspection and construction engineering cost for work performed within the boundaries of ANAHEIM, which is approximately \$8,450 (or approximately 1% of the total PROJECT cost of \$1,888,770.00). Anaheim's final cost shall be based on the actual cost at completion, not to exceed \$10,000, which includes the additional funds to cover design, inspection and construction engineering costs.

1.3. Placentia will be responsible for one hundred percent (100%) of the cost for those portions of the Project which are located within Placentia ("Placentia Portion"). Placentia will also be responsible for the cost of the bid preparation, and all costs associated with Project Management. Placentia will pay the contractor directly and be reimbursed by Anaheim as provided in Section 2.1.

### 2. Payment Obligation

2.1. Anaheim shall pay for the Anaheim Portion based on its proportionate share of the actual pavement quantities as measured in the field. The contractor shall provide and verify such amounts to the satisfaction of Anaheim. In the event of a dispute over the pavement quantity allocations, the parties shall work cooperatively with the contractor to resolve such dispute.

### 3. Construction Responsibilities.

3.1. Project Engineer. Placentia shall act as Project Engineer and be responsible for all tasks necessary to prepare construction plans, specifications and cost estimates in accordance with all applicable criteria from Anaheim, Placentia, the County of Orange, and Caltrans.

3.2. Utility Relocation/Impacts. Placentia and Anaheim shall work together to identify all conflicting utilities within the Project. Placentia shall issue all utility relocation request letters or other communications with utilities.

### 3.3. Project Plans, Insurance & Warranties.

a. Placentia has submitted Project plans, specifications and the contractor's bid proposal to Anaheim for review and approval and Anaheim has approved said Project plans, specifications and bid proposal. All work completed in Anaheim shall be constructed per Anaheim's specifications.

b. Placentia shall require the contractor to identify the City of Anaheim as an additional insured with insurance sufficiently broad to the satisfaction of Anaheim.

c. Placentia shall require the contractor to pass through and assign all warranties to Anaheim associated with the Anaheim Portion of work.

3.4. Project Inspection. Anaheim shall have access to the Project at all times during construction for the purpose of inspection. Anaheim shall inspect the Anaheim Portion regularly. Anaheim agrees to cooperate with Placentia on any joint inspections as requested by Placentia. Should Anaheim deem any remedial work to be necessary, Anaheim shall notify Placentia in writing thereof within three (3) business days of inspection, specifically describing the needed corrections and proposed remedial work. Anaheim shall be solely responsible for any remedial work that is not brought to Placentia's attention in accordance with this paragraph.

3.5. Traffic Control. Traffic control for the Project may require road/lane closures and traffic signal management. The Parties agree that Placentia shall take the lead in coordinating traffic control in and around the Project area and Anaheim agrees to work cooperatively with Placentia in traffic management.

### 3.6. Permits.

a. Placentia shall obtain any and all permits required for the Project, including encroachment permits and Caltrans permits.

b. Anaheim shall issue any required encroachment permits necessary for the Project at no charge.

3.7. Community Notification. Placentia shall provide any and all required notification regarding the Project, including business and neighborhood community notifications.

3.8. Contract Change Orders. Anaheim shall review and upon approval pay for any contract change orders ("CCOs") deemed necessary by Placentia for construction of the Project. If CCOs are needed within the Anaheim Portion, Anaheim shall review and approve such CCOs during construction and City Engineer, or designee, shall coordinate CCO approval. The City Engineer, or designee, (hereinafter "Project liaison") shall provide concurrence on CCOs within three (3) business days of Placentia's submittal to

Anaheim. If Anaheim fails to concur with or propose changes to CCO within such time, such CCO shall be deemed approved.

3.9. Project Acceptance. Prior to Placentia's acceptance of Project improvements and filing a notice of completion, Anaheim's Project liaison shall review and provide written approval of all Project work. Anaheim will not accept their portion of the project until all work is 100% complete, per Section 3.4. Placentia shall furnish Anaheim with one set of record drawings for the completed Project and a copy of the filed notice of completion.

3.10. Anaheim's Obligations Post-Construction. Upon Anaheim's City Engineer written approval and Placentia's final acceptance of the Project, Anaheim shall assume ownership, maintenance obligations and environmental mitigation responsibilities for the portions of the project within the City of Anaheim.

#### 4. Miscellaneous Obligations.

4.1. Time is of the essence in the execution and performance of this Agreement.

4.2. Indemnification & Hold Harmless. The Parties shall indemnify, defend with counsel approved in writing, save and hold each other's elected officials, officers, directors, agents and employees harmless from any and all claims, injuries, liabilities, actions, damages, losses or expenses, of every type and description to which they may be subjected arising out of any act or omission of, its employees, representatives, agents and independent contractors in connection with the implementation of the actions described in this Agreement.

4.3. Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. No assignment of either Party's interest in this Agreement shall be made without the written consent of the other Party.

4.4. Entirety & Amendments. This Agreement contains the entire agreement between the Parties with respect to the matters provided for herein. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties. No oral understanding or agreement not incorporated herein shall be binding on either Party.

4.5. Severability. If any part of this Agreement is held, determined, or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

4.6. Notices. Notices or other communications which may be required or provided under the terms of this Agreement shall be given as follows:

CITY OF ANAHEIM  
Public Works Department  
200 S Anaheim Blvd  
Anaheim, CA 92805  
Attn: City Engineer

CITY OF PLACENTIA  
Public Works Department  
401 E Chapman Ave  
Placentia, CA 92870  
Attn: City Engineer

All notices shall be in writing and deemed effective when delivered in person or deposited in the United States mail, first class postage prepaid and addressed as above. Notwithstanding the above, the Parties may also provide notices by facsimile transmittal, and any such notice so given shall be deemed to have been given upon receipt during normal business hours or, in the event of receipt after business, on the following business day. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion shall be deemed not given

4.7. Governing Law & Venue. This Agreement shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties agree to submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.

4.8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4.9. Termination. In the event either party defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, the non-breaching Party shall have the option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. In the event the breaching Party cures such default within such thirty (30) day period, the election to terminate shall be deemed revoked and of no further force and effect as to that particular default.

4.10. Consent to Breach Not Waiver. No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized officers this 29<sup>th</sup> day of Oct. 2024.

CITY OF PLACENTIA  
A Municipal Corporation

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

ATTEST:

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

APPROVED AS TO FORM:

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

CITY OF ANAHEIM,  
A Municipal Corporation

Date: 10/31/24

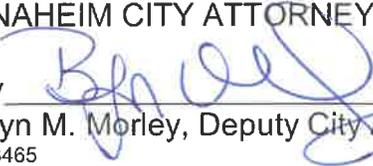
By: \_\_\_\_\_  
Rudy Emami, Public Works Director

ATTEST:

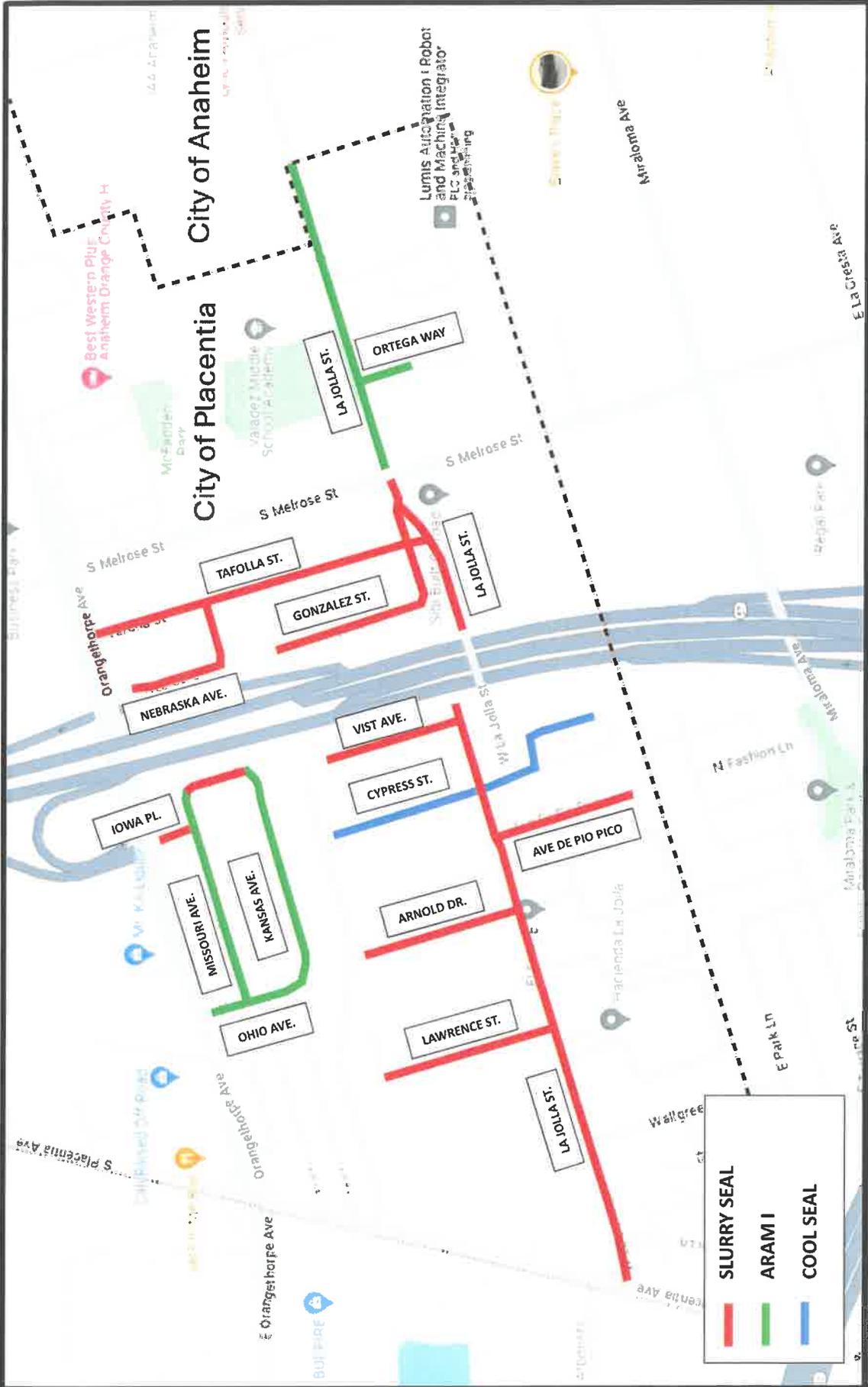
  
\_\_\_\_\_  
Theresa Bass, City Clerk 11/4/24



APPROVE AS TO FORM:  
ANAHEIM CITY ATTORNEY

By   
\_\_\_\_\_  
Bryn M. Morley, Deputy City Attorney  
153465

**Exhibit "A"**  
**Project Location Map**



# FY23-24 Residential Streets Slurry Seal Project

CITY OF PLACENTIA



**Exhibit "B"**

**Cost Sharing Amount:**

**City of Anaheim**

**CONSTRUCTION COST ESTIMATE  
CITY OF ANAHEIM PORTION ON LA JOLLA ST CITY OF PLACENTIA  
FY 2023-24 RESIDENTIAL STREETS SLURRY SEAL PROJECT**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	ESTIMATED COST
1	Mobilization	1	LS	\$800.00	\$800.00
2	Traffic Control & Public Safety	1	LS	\$1,000.00	\$1,000.00
3	Best Management Practices	1	LS	\$100.00	\$100.00
4	Tire Rubber Modified Slurry Seal (TRMSS) Type II	2	ELT	\$400.00	\$800.00
5	Surface Preparation and Crack Seal	2140	SF	\$0.08	\$214.00
6	Construct 3/8" Asphalt Rubberized Aggregate Membrane (ARAM)	230	SY	\$6.50	\$1,495.00
7	Construct 3/4" AC Leveling Course	10	TON	\$120.00	\$1200.00
8	5' Variable Depth Edge Grind	1625	SF	\$0.40	\$650.00
<b>SUBTOTAL</b>					\$6,259
10% DESIGN					\$626
10% CONTINGENCY					\$626
15% FOR INSPECTION					\$939
<b>TOTAL ESTIMATED CONSTRUCTION COST</b>					\$8,450
<b>Not to exceed Project Funding</b>					<b>\$10,000</b>

\*Assuming this portion of this work will be constructed as part of a larger project (City of Placentia Project)  
Prepared By: NV5 Date: 08/27/2024

**CITY OF PLACENTIA  
PUBLIC WORKS AGREEMENT FOR THE  
FY 2023-24 RESIDENTIAL STREETS SLURRY SEAL PROJECT**

THIS AGREEMENT (herein "Agreement") is made and entered into this 19th day of November 2024 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and ROY ALLAN SLURRY SEAL INC. (herein "Contractor"). The parties hereto agree as follows:

**WITNESSETH:**

A. WHEREAS, City requires the construction of residential street improvements as set forth more fully in this Agreement.

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

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

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

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

**1.0 DEFINITIONS**

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

- (a) Contractor. Contractor shall mean Roy Allen Slurry Seal Inc. a (California corporation, partnership, individual) located at 12643 Emmens Way Santa Fe Springs, CA 90670.
- (b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman Ave., Placentia, California 92870.
- (c) City Council. City Council shall mean the City Council of the City of Placentia.
- (d) Contract Officer. Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.

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

## **2.0 SERVICES OF CONTRACTOR**

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

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

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

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

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

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

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

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

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

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

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

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

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written

approval of the Contractor. Any increase in compensation of ten percent (10%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less, may be approved by the Contract Officer. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

2.10 Prevailing Wage Laws. Contractor represents and warrants that it is registered with the Department of Industrial Relations as required by SB 854 and Labor Code 1725.5 and understands that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall ensure that its subcontractors comply with said requirements. Contractor shall comply with Labor Code Section 1771.4 and shall post all legally required job site notices. In accordance with Labor Code Section 1770 et seq., the Director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated by reference into this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et. seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

### **3.0 COMPENSATION**

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of one million six hundred and fifty one thousand two hundred and seventy six dollars and twenty seven cents (\$1,651,276.27) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

#### **4.0 PERFORMANCE SCHEDULE**

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

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

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

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than November 19, 2025, unless the parties mutually agree in writing to extend the term.

#### **5.0 COORDINATION OF WORK**

5.1 Representative of Contractor. The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Roy Allen Slurry Seal Inc.  
ATTN: Lawrence Allan  
12643 Emmens Way  
Santa Fe Springs, CA 90670

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

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

Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

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

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

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

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

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

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from

those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

- (b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.
- (c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

## **6.0 INSURANCE, INDEMNIFICATION, AND BONDS**

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

### **Conditions:**

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

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

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

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

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other

remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

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

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

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

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

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.
- (b) Contractor will promptly pay any judgment rendered against the City, its officers, officials, employees, agents, or volunteers for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors', or invitees') negligent performance of or failure to perform such work, operations, or activities hereunder; and Contractor agrees to save and hold the City, its officers, officials, employees, agents, and volunteers harmless therefrom.
- (c) In the event the City, its officers, officials, employees, agents, or volunteers are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of

or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, officials, employees, agents, or volunteers any and all costs and expenses incurred by the City, its officers, officials, employees, agents, or volunteers in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.

- (d) Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any State or Federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

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

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

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

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

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

## 7.0 RECORDS AND REPORTS

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

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

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

7.4 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information, and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 7924.510, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without

limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

## **8.0 GENERAL PROVISIONS**

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

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

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

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.3 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

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

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

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

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City Five Hundred Dollars (\$4,200.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit "A") or Schedule of Performance (Exhibit "B"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

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

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

To City: City of Placentia  
401 E. Chapman Ave.  
Placentia, California 92870  
Attn. Gabriel Guerrero:

To Contractor: Roy Allan Slurry Seal Inc.  
ATTN: Lawrence Allen  
12643 Emmens Way  
Santa Fe Springs, CA 90670

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

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

Contractor and its officers, employees, associates, and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates, and subcontractor shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates, or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if any, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Agreement.

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

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

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

8.16 Hiring of Illegal Aliens Prohibited. Contractor shall not hire or employ any person to perform work within the City of Placentia or allow any person to perform work required under this

Agreement unless such person is properly documented and legally entitled to be employed within the United States. Further, Contractor shall comply with the following:

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

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

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

8.19 PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer

contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

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

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

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

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

8.23 Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation

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

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

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

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

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

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

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

8.30 Funding Source Conditions – Contractor's Obligation. Contractor acknowledges that the City may be paying for the Project by using funds it receives or will receive from various funding sources in the form of grants and/or subsidies, and the like under certain terms and conditions. Contractor warrants that it is not suspended or debarred from doing business with the United States government and can legally be paid from federal funds. Contractor acknowledges and agrees that any failure of the Contractor and/or its subcontractors to perform its obligations under the Contract, including, but not limited to, timely submitting accurate reports and records, that in any way results in the City not meeting the terms and conditions placed on the funds by the funding source, or forfeiting its entitlement to or, otherwise, not receiving, the funds, then the Contractor shall be liable to pay the City for the funds not granted to the City on the Project.

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

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

ATTEST:

CITY OF PLACENTIA,  
A municipal corporation and Charter City

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

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

ATTEST:

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

APPROVED AS TO FORM:

CONTRACTOR:

  
\_\_\_\_\_  
Signature

Date: 11/12/24

Lawrence Allan - President  
Name and Title

95-3297484  
Social Security or Taxpayer ID Number

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

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

APPROVED AS TO INSURANCE:

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

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Gabriel Guerrero-Gabany, Senior Civil Engineer

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

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Chris Tanio, Director of Public Works

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

**SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL**

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

Roy Allan Slurry Seal, Inc.

Lawrence Allan / President

Lance Allan - Vice President & Secretary

Business Address:

12643 Emmens Way  
Santa fe Springs, Ca. 90670

Telephone Number: 562-864-3363

Date: 11/12/24

Print Name: Lawrence Allan  
Principal

Signature:   
Title **President**

**TAX IDENTIFICATION NUMBER**

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

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

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

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

Exempt: Yes \_\_\_ No  Telephone (562) 864-3363

CORPORATION: Roy Allan Slurry Seal, Inc.

U.S.A. OR ANY AGENCIES THEREOF: \_\_\_\_\_

IRS CODE #501 TAX-EXEMPT ORGANIZATION: \_\_\_\_\_

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: \_\_\_\_\_

SOLE PROPRIETOR: \_\_\_\_\_

A PARTNERSHIP: \_\_\_\_\_

OTHER: \_\_\_\_\_ (Explain)

Signature/Title: Jawn President Date: 11/12/24

**BID GUARANTEE**

**TO THE CITY OF PLACENTIA  
PROJECT NO. \_\_\_\_\_**

As a material inducement to the City to award the contract for Project No. FY 2023-24 Residential Slurry Seal Project to Roy Allan Slurry Seal, Inc., the undersigned ("Guarantor") has agreed to enter into this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed by law the following work included in this project: \_\_\_\_\_ ("the work").

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

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

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

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

Guarantor

Date: 11/12/24

Contractor: Roy Allan Slurry Seal, Inc.

By: [Signature]

Title: President

### STATEMENT OF NON COLLUSION BY CONTRACTOR

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

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

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

On 11/12/24 at Santa Fe Springs California.

Firm Roy Allan Slurry Seal, Inc.

Street 12643 Emmens Way

City Santa Fe Springs State Ca. Zip 90670

  
(Signature)  
Lawrence Allan / President  
(Print Name & Title)

## **EXHIBIT A**

### **SCOPE OF SERVICES**

The general items of work consist of: Slurry Seal, Surface Preparation and Crack Seal, construct ARAM System I & II, Remove and Construct Pavement, curb and gutters, protecting existing utilities, signing, striping, markings, pavement legends and such other items or details, not mentioned above, that are required to complete the project.

**EXHIBIT B**

**SCHEDULE OF PERFORMANCE**

The work shall be completed within 50 working from the Notice to Proceed.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

## EXHIBIT C

### INSURANCE REQUIREMENTS

#### A. Minimum Scope and Limits of Insurance

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

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

##### 1. Commercial General Liability Insurance

- Commercial general liability insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Minimum Limits: \$2,000,000.00 per occurrence; \$4,000,000.00 general aggregate; \$4,000,000.00 products/completed operations aggregate. The aggregate limit, encompassing the above coverage, shall apply separately to this project/location. The required limits may be provided by a combination of general liability insurance and commercial excess or umbrella liability insurance. If Contractor maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Contractor.
- Any deductible or self-insured retention shall be shown on the certificate of insurance. If the deductible or self-insured retention exceeds \$25,000.00, it must be approved in advance by City. Contractor is responsible for any deductible or self-insured retention and shall fund it upon City's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving City.
- Coverage shall be continued for three (3) years after completion of the work.
- City shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. City shall continue to be an additional insured for completed operations for three (3) years after completion of the work. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; and one of the following ISO completed operations forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.
- The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products/completed operations hazard ("P" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

- The policy shall cover inter-insured suits and include a “separation of insureds” or “severability” clause which treats each insured separately.
- The policy shall be endorsed to include a written waiver of the insurer’s right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- The policy shall not contain a contractors’ warranty or other similar language which eliminates or restricts insurance because of a subcontractor’s failure to carry specific insurance or to supply evidence of such insurance.
- Required evidence of coverage:
  1. Copy of the endorsements naming the City of Placentia, its officers, officials, employees, agents, and volunteers as additional insureds;
  2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
  3. Properly completed certificate of insurance; and
  4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.

**2. Business Automobile Liability Insurance**

- Minimum Limit: \$2,000,000.00 combined single limit per accident.
- Coverage shall apply to all owned, hired, leased, and non-owned vehicles.
- City shall be endorsed as additional insured.
- Required evidence of coverage:
  1. Copy of the endorsement naming the City of Placentia, its officers, officials, employees, agents, and volunteers as additional insureds; and
  2. Properly completed certificate of insurance.

**3. Workers’ Compensation & Employer’s Liability Insurance**

- Workers’ compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employer’s liability with limits of \$1,000,000.00 per accident; \$1,000,000.00 disease per employee; \$1,000,000.00 disease per policy.
- The policy shall include a written waiver of the insurer’s right to subrogate against City.
- Required evidence of coverage:
  1. Subrogation waiver endorsement; and
  2. Properly completed certificate of insurance.

**4. Contractor’s Pollution Liability Insurance**

- Minimum Limits: \$2,000,000.00 per pollution incident; \$2,000,000.00 policy aggregate.
- Coverage shall apply to pollution incidents at or from any location at which Contractor

is performing work under this Agreement.

- Any deductible or self-insured retention shall be shown on the certificate of insurance. If the deductible or self-insured retention exceeds \$25,000.00, it shall be approved in advance by City. Contractor is responsible for any deductible or self-insured retention and shall fund it upon City written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving City.
- City shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Additional insured status shall continue for three (3) years after completion of the work.
- The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- The insurance shall be continued for three (3) years after completion of the work.
- Required evidence of coverage:
  1. Copy of the endorsement naming the City of Placentia, its officers, officials, employees, agents, and volunteers as additional insureds;
  2. Copy of the endorsement or policy language indicating that coverage for the additional insureds is primary and non-contributory; and
  3. Properly completed certificate of insurance.

#### **5. Surety Bonds**

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

#### **6. Standards for Insurance Companies**

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

#### **B. Documentation and Other Provisions**

1. The certificate of insurance shall include the following reference: FY 2023-24 Residential Streets Slurry Seal Project
2. The name and address for additional insured endorsements and certificates of insurance is: City of Placentia, 401 E. Chapman Ave., Placentia, CA 92870.
3. **Defense fees and costs shall not deplete the limits of any insurance provided under this Agreement.**
4. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure the City is an additional

insured on insurance required from subcontractors.

5. Contractor agrees to waive and to obtain endorsements from insurers waiving subrogation rights against the City of Placentia, its officers, officials, employees, agents, and volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their insurance policies.
6. The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy.
7. Coverage shall be on a standard occurrence form. Claims-made forms are not acceptable. Modified, limited, or restricted occurrence forms are not acceptable.
8. Said policies shall not terminate, nor shall they be cancelled or coverage reduced, without at least thirty (30) days' written notice to the City. In the event of any cancellation or reduction in coverage or limits of any insurance, Contractor shall forthwith obtain and submit proof of substitute insurance. Should Contractor fail to immediately procure other insurance, as specified, to substitute for any cancelled policy or reduction in the required insurance limits, the City may procure such insurance at Contractor's sole cost and expense.
9. Current evidence of coverage shall be provided for the entire required period of insurance.
10. Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

**EXHIBIT D**  
**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/12/2024

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

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

<b>PRODUCER</b> Acrisure Southwest Partners Insurance Services, LLC 18952 MacArthur Blvd., Suite #300 Irvine, CA 92612  www.patrisk.com                      0K07568	<b>CONTACT NAME:</b> Annette Romero	
	<b>PHONE (A/C. No. Ext):</b> 949-486-7904	<b>FAX (A/C. No.):</b>
<b>E-MAIL ADDRESS:</b> aromero@patrisk.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Travelers Indemnity Company of Connecticut		25682
<b>INSURER B:</b> Travelers Property Casualty Co of America		25674
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 82705029

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> GL ded \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	DT22-CO-3S422962-TCT-24	7/1/2024	7/1/2025	EACH OCCURRENCE	\$ 1,000,000				
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000				
							MED EXP (Any one person)	\$ 5,000				
							PERSONAL & ADV INJURY	\$ 1,000,000				
							GENERAL AGGREGATE	\$ 2,000,000				
							PRODUCTS - COMP/OP AGG	\$ 2,000,000				
								\$				
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	810-3S280586-24-26-G	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000				
							BODILY INJURY (Per person)	\$				
							BODILY INJURY (Per accident)	\$				
							PROPERTY DAMAGE (Per accident)	\$				
								\$				
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CUP-3S426186-24-26	7/1/2024	7/1/2025	EACH OCCURRENCE	\$ 5,000,000				
							AGGREGATE	\$ 5,000,000				
								\$				
B	<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 <table style="float: right; margin-left: 20px;"> <tr> <td>Y/N</td> <td></td> </tr> <tr> <td>N</td> <td>N/A</td> </tr> </table>	Y/N		N	N/A		<input checked="" type="checkbox"/>	UB-5Y063159-24-26-G	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
Y/N												
N	N/A											
							E.L. EACH ACCIDENT	\$ 1,000,000				
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000				
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000				
A	Leased/Rented Equipment			DT22-CO-3S422962-TCT-24	7/1/2024	7/1/2025	Limit \$500,000					

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

Re: Fiscal Year 2023-24 Residential - Slurry Seal Project  
 City of Placentia, its officers, officials, employees, agents, and volunteers are named as additional insureds, coverage includes Primary and Non-contributory and Waiver of subrogation applies and in favor of the additional insureds per endorsements attached as required by written contract. \*Excess/Umbrella Liability follows form.  
 \*30-day notice of cancellation / 10-days for non-payment of premium.

**CERTIFICATE HOLDER**

City of Placentia  
 401 E. Chapman Avenue  
 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

Dave Jacobson

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ACORD 25 (2016/03)

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

**BLANKET ADDITIONAL INSURED**  
**(Includes Products-Completed Operations If Required By Contract)**

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

**PROVISIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. 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. If, and only to the extent that, such 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. 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 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:

## COMMERCIAL GENERAL LIABILITY

- (a)** Immediately record the specifics of the claim or "suit" and the date received; and
- (b)** Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3)** Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4)** Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

## SECTION I – COVERAGES

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

#### 1. Insuring Agreement

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

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

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

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

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

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

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

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

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

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

## COMMERCIAL GENERAL LIABILITY

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

### 2. Exclusions

This insurance does not apply to:

#### a. Expected Or Intended Injury

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

#### b. Contractual Liability

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

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

#### c. Liquor Liability

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

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

#### d. Workers' Compensation And Similar Laws

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

#### e. Employer's Liability

"Bodily injury" to:

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

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

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

#### f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
  - (i) Any insured; or
  - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
  - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed

to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

## COMMERCIAL GENERAL LIABILITY

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

### g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) 50 feet long or less; and
  - (b) Not being used to carry any person or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or

### (6) An aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

### h. Mobile Equipment

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

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

### i. War

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

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

### j. Damage To Property

"Property damage" to:

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

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

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

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

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

**k. Damage To Your Product**

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

**l. Damage To Your Work**

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

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

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

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

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and

accidental physical injury to "your product" or "your work" after it has been put to its intended use.

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

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

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

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

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

**q. Unsolicited Communication**

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

**r. Access Or Disclosure Of Confidential Or Personal Information**

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

**s. Asbestos**

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

## COMMERCIAL GENERAL LIABILITY

(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.

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

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

### t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the

employment-related practices described in Paragraph (a), (b), or (c) above is directed.

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

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

## COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

### 1. Insuring Agreement

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

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

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

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

### 2. Exclusions

This insurance does not apply to:

#### a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

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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

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;
  - 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

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.

## 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.

## 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;
  - 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
  - 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 CONTRACTORS**

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.

- A. Who Is An Insured – Unnamed Subsidiaries**
- B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations**

- C. Incidental Medical Malpractice**
- D. Blanket Waiver Of Subrogation**
- E. Contractual Liability – Railroads**
- F. Damage To Premises Rented To You**

### **PROVISIONS**

#### **A. 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, joint venture or limited liability company, 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
- 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. 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.

#### **B. 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".

## COMMERCIAL GENERAL LIABILITY

### C. 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 or paramedic; 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.

### D. BLANKET WAIVER OF SUBROGATION

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 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 execution of the contract or agreement.

### E. 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;

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2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

**F. DAMAGE TO PREMISES RENTED TO YOU**

The following replaces the definition of "premises damage" in the DEFINITIONS Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **PROVISIONS**

- 1. 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, 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 a named insured when a written contract or agreement with you, 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.**

## **BUSINESS AUTO 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.

- |   |   |
|---|---|
| <b>A. BROAD FORM NAMED INSURED</b>                                  | <b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b>  |
| <b>B. BLANKET ADDITIONAL INSURED</b>                                | <b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |
| <b>C. EMPLOYEE HIRED AUTO</b>                                       | <b>J. PERSONAL EFFECTS</b>  |
| <b>D. EMPLOYEES AS INSURED</b>                                      | <b>K. AIRBAGS</b>   |
| <b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                 | <b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b>                    |
| <b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b> | <b>M. BLANKET WAIVER OF SUBROGATION</b>                               |
| <b>G. WAIVER OF DEDUCTIBLE – GLASS</b>                              | <b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b>                           |

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – 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 – 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".

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

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.

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 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".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – 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 e. in Paragraph B.7., Policy Term, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

- e. 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 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.

- (1) 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:

- (a) 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.

- (b) Neither you nor any other involved "insured" will make any settlement without our consent.

- (c) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

- (d) We will reimburse the "insured":

- (i) 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., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE;

- (ii) 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., Limit Of Insurance, of SECTION II – 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.

- (2) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

- (3) 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.

- (4) 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 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".

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
- (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**:

COMMERCIAL AUTO

**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.

**POLICY NUMBER:**

**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**

**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.)**

Endorsement Effective 07/01/2024  
Insured Roy Allan Slurry Seal, Inc.

Policy No. UB-5Y063159-24-26-G

Endorsement No.  
Premium

Insurance Company

Countersigned by  \_\_\_\_\_

**DATE OF ISSUE:**

**ST ASSIGN:**

Page 1 of 1

**263**

**CITY OF PLACENTIA  
PUBLIC WORKS AGREEMENT FOR THE  
FY 2023-24 RESIDENTIAL STREETS SLURRY SEAL PROJECT**

THIS AGREEMENT (herein "Agreement") is made and entered into this 19th day of November 2024 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and ROY ALLAN SLURRY SEAL INC. (herein "Contractor"). The parties hereto agree as follows:

**WITNESSETH:**

A. WHEREAS, City requires the construction of residential street improvements as set forth more fully in this Agreement.

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

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

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

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

**1.0 DEFINITIONS**

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

- (a) Contractor. Contractor shall mean Roy Allan Slurry Seal Inc. a (California corporation, partnership, individual) located at 12643 Emmens Way Santa Fe Springs, CA 90670.
- (b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman Ave., Placentia, California 92870.
- (c) City Council. City Council shall mean the City Council of the City of Placentia.
- (d) Contract Officer. Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.

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

## **2.0 SERVICES OF CONTRACTOR**

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

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

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

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

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

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

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

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

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

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

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

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

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written

approval of the Contractor. Any increase in compensation of ten percent (10%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less, may be approved by the Contract Officer. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

2.10 Prevailing Wage Laws. Contractor represents and warrants that it is registered with the Department of Industrial Relations as required by SB 854 and Labor Code 1725.5 and understands that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall ensure that its subcontractors comply with said requirements. Contractor shall comply with Labor Code Section 1771.4 and shall post all legally required job site notices. In accordance with Labor Code Section 1770 et seq., the Director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated by reference into this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et. seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

### **3.0 COMPENSATION**

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of two million two hundred and eighty nine thousand three hundred and eighty three dollars and seventeen cents (\$2,289,383.17) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

#### **4.0 PERFORMANCE SCHEDULE**

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

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

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

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than November 19, 2025, unless the parties mutually agree in writing to extend the term.

#### **5.0 COORDINATION OF WORK**

5.1 Representative of Contractor. The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Roy Allan Slurry Seal Inc.  
ATTN: Lawrence Allan  
12643 Emmens Way  
Santa Fe Springs, CA 90670

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

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

Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

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

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

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

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

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

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from

those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

- (b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.
- (c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

## **6.0 INSURANCE, INDEMNIFICATION, AND BONDS**

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

### **Conditions:**

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

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

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

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

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other

remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

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

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

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

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

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.
- (b) Contractor will promptly pay any judgment rendered against the City, its officers, officials, employees, agents, or volunteers for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors', or invitees') negligent performance of or failure to perform such work, operations, or activities hereunder; and Contractor agrees to save and hold the City, its officers, officials, employees, agents, and volunteers harmless therefrom.
- (c) In the event the City, its officers, officials, employees, agents, or volunteers are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of

or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, officials, employees, agents, or volunteers any and all costs and expenses incurred by the City, its officers, officials, employees, agents, or volunteers in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.

- (d) Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any State or Federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

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

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

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

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

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

## 7.0 RECORDS AND REPORTS

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

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

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

7.4 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information, and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 7924.510, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without

limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

## **8.0 GENERAL PROVISIONS**

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

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

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

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.3 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

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

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

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

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City Four Thousand Two Hundred Dollars (\$4,200.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit "A") or Schedule of Performance (Exhibit "B"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

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

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

To City:           City of Placentia  
                      401 E. Chapman Ave.  
                      Placentia, California 92870  
                      Attn. Gabriel Guerrero:

To Contractor:   Roy Allan Slurry Seal Inc.  
                      ATTN: Lawrence Allan  
                      12643 Emmens Way  
                      Santa Fe Springs, CA 90670

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

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

Contractor and its officers, employees, associates, and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates, and subcontractor shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates, or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if any, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Agreement.

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

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

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

8.16 Hiring of Illegal Aliens Prohibited. Contractor shall not hire or employ any person to perform work within the City of Placentia or allow any person to perform work required under this

Agreement unless such person is properly documented and legally entitled to be employed within the United States. Further, Contractor shall comply with the following:

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

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

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

8.19 PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer

contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

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

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

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

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

8.23 Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation

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

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

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

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

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

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

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

8.30 Funding Source Conditions – Contractor's Obligation. Contractor acknowledges that the City may be paying for the Project by using funds it receives or will receive from various funding sources in the form of grants and/or subsidies, and the like under certain terms and conditions. Contractor warrants that it is not suspended or debarred from doing business with the United States government and can legally be paid from federal funds. Contractor acknowledges and agrees that any failure of the Contractor and/or its subcontractors to perform its obligations under the Contract, including, but not limited to, timely submitting accurate reports and records, that in any way results in the City not meeting the terms and conditions placed on the funds by the funding source, or forfeiting its entitlement to or, otherwise, not receiving, the funds, then the Contractor shall be liable to pay the City for the funds not granted to the City on the Project.

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

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

ATTEST:

CITY OF PLACENTIA,  
A municipal corporation and Charter City

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

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

ATTEST:

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

APPROVED AS TO FORM:

CONTRACTOR:

  
\_\_\_\_\_  
Signature

Date: 11/12/24

**Lawrence Allan / President**  
\_\_\_\_\_  
Name and Title

**95-3297484**  
\_\_\_\_\_  
Social Security or Taxpayer ID Number

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

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

APPROVED AS TO INSURANCE:

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

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Gabriel Guerrero-Gabany, Senior Civil Engineer

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

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Chris Tanio, Director of Public Works

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

**SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL**

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

Roy Allan Slurry Seal, Inc.

Lawrence Allan / President

Lance Allan - Vice President & Secretary

Business Address:

12643 Emmens Way

Santa fe Springs, Ca. 90670

Telephone Number: 562-864-3363

Date: 11/12/24

Print Name: Lawrence Allan  
Principal

Signature:   
Title President

**TAX IDENTIFICATION NUMBER**

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

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

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

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

Exempt: Yes \_\_\_ No **X** Telephone **(562) 864-3363**

CORPORATION: **Roy Allan Slurry Seal, Inc.**

U.S.A. OR ANY AGENCIES THEREOF: \_\_\_\_\_

IRS CODE #501 TAX-EXEMPT ORGANIZATION: \_\_\_\_\_

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: \_\_\_\_\_

SOLE PROPRIETOR: \_\_\_\_\_

A PARTNERSHIP: \_\_\_\_\_

OTHER: \_\_\_\_\_ (Explain)

Signature/Title: **Jawn** — **President** Date: **11/12/24**

**BID GUARANTEE**

**TO THE CITY OF PLACENTIA  
PROJECT NO. \_\_\_\_\_**

As a material inducement to the City to award the contract for Project No. FY 2023-24 Residential Slurry Seal Project to Roy Allan Slurry Seal, Inc., the undersigned ("Guarantor") has agreed to enter into this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed by law the following work included in this project: \_\_\_\_\_ ("the work").

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

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

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

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

Guarantor

Date: 11/12/24

Contractor: Roy Allan Slurry Seal, Inc.

By: [Signature]

Title: President

**STATEMENT OF NON COLLUSION BY CONTRACTOR**

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

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

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

On 11/12/24 at Santa Fe Springs California.

Firm Roy Allan Slurry Seal, Inc.

Street 12643 Emmens Way

City Santa Fe Springs State Ca. Zip 90670

  
 (Signature)  
Lawrence Allan / President  
 (Print Name & Title)

## **EXHIBIT A**

### **SCOPE OF SERVICES**

The general items of work consist of: Slurry Seal, Surface Preparation and Crack Seal, construct ARAM System I, construct full depth pavement reconstruction, curb and gutter, protecting existing utilities, signing, striping, markings, pavement legends and such other items or details, not mentioned above, that are required to complete the project.

**EXHIBIT B**

**SCHEDULE OF PERFORMANCE**

The work shall be completed within 50 working from the Notice to Proceed.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

## EXHIBIT C

### INSURANCE REQUIREMENTS

#### A. Minimum Scope and Limits of Insurance

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

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

##### 1. Commercial General Liability Insurance

- Commercial general liability insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Minimum Limits: \$2,000,000.00 per occurrence; \$4,000,000.00 general aggregate; \$4,000,000.00 products/completed operations aggregate. The aggregate limit, encompassing the above coverage, shall apply separately to this project/location. The required limits may be provided by a combination of general liability insurance and commercial excess or umbrella liability insurance. If Contractor maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Contractor.
- Any deductible or self-insured retention shall be shown on the certificate of insurance. If the deductible or self-insured retention exceeds \$25,000.00, it must be approved in advance by City. Contractor is responsible for any deductible or self-insured retention and shall fund it upon City's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving City.
- Coverage shall be continued for three (3) years after completion of the work.
- City shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. City shall continue to be an additional insured for completed operations for three (3) years after completion of the work. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; and one of the following ISO completed operations forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.
- The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products/completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

- The policy shall cover inter-insured suits and include a “separation of insureds” or “severability” clause which treats each insured separately.
- The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- The policy shall not contain a contractors' warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.
- Required evidence of coverage:
  1. Copy of the endorsements naming the City of Placentia, its officers, officials, employees, agents, and volunteers as additional insureds;
  2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
  3. Properly completed certificate of insurance; and
  4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.

**2. Business Automobile Liability Insurance**

- Minimum Limit: \$2,000,000.00 combined single limit per accident.
- Coverage shall apply to all owned, hired, leased, and non-owned vehicles.
- City shall be endorsed as additional insured.
- Required evidence of coverage:
  1. Copy of the endorsement naming the City of Placentia, its officers, officials, employees, agents, and volunteers as additional insureds; and
  2. Properly completed certificate of insurance.

**3. Workers' Compensation & Employer's Liability Insurance**

- Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employer's liability with limits of \$1,000,000.00 per accident; \$1,000,000.00 disease per employee; \$1,000,000.00 disease per policy.
- The policy shall include a written waiver of the insurer's right to subrogate against City.
- Required evidence of coverage:
  1. Subrogation waiver endorsement; and
  2. Properly completed certificate of insurance.

**4. Contractor's Pollution Liability Insurance**

- Minimum Limits: \$2,000,000.00 per pollution incident; \$2,000,000.00 policy aggregate.
- Coverage shall apply to pollution incidents at or from any location at which Contractor

is performing work under this Agreement.

- Any deductible or self-insured retention shall be shown on the certificate of insurance. If the deductible or self-insured retention exceeds \$25,000.00, it shall be approved in advance by City. Contractor is responsible for any deductible or self-insured retention and shall fund it upon City written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving City.
- City shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Additional insured status shall continue for three (3) years after completion of the work.
- The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- The insurance shall be continued for three (3) years after completion of the work.
- Required evidence of coverage:
  1. Copy of the endorsement naming the City of Placentia, its officers, officials, employees, agents, and volunteers as additional insureds;
  2. Copy of the endorsement or policy language indicating that coverage for the additional insureds is primary and non-contributory; and
  3. Properly completed certificate of insurance.

#### **5. Surety Bonds**

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

#### **6. Standards for Insurance Companies**

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

#### **B. Documentation and Other Provisions**

1. The certificate of insurance shall include the following reference: FY 2023-24 Residential Streets Slurry Seal Project
2. The name and address for additional insured endorsements and certificates of insurance is: City of Placentia, 401 E. Chapman Ave., Placentia, CA 92870.
3. **Defense fees and costs shall not deplete the limits of any insurance provided under this Agreement.**
4. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure the City is an additional

insured on insurance required from subcontractors.

5. Contractor agrees to waive and to obtain endorsements from insurers waiving subrogation rights against the City of Placentia, its officers, officials, employees, agents, and volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their insurance policies.
6. The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy.
7. Coverage shall be on a standard occurrence form. Claims-made forms are not acceptable. Modified, limited, or restricted occurrence forms are not acceptable.
8. Said policies shall not terminate, nor shall they be cancelled or coverage reduced, without at least thirty (30) days' written notice to the City. In the event of any cancellation or reduction in coverage or limits of any insurance, Contractor shall forthwith obtain and submit proof of substitute insurance. Should Contractor fail to immediately procure other insurance, as specified, to substitute for any cancelled policy or reduction in the required insurance limits, the City may procure such insurance at Contractor's sole cost and expense.
9. Current evidence of coverage shall be provided for the entire required period of insurance.
10. Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

**EXHIBIT D**  
**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/12/2024

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

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

<b>PRODUCER</b> Acrisure Southwest Partners Insurance Services, LLC 18952 MacArthur Blvd., Suite #300 Irvine, CA 92612  www.patrisk.com                      0K07568	<b>CONTACT NAME:</b> Annette Romero	
	<b>PHONE (A/C. No. Ext):</b> 949-486-7904	<b>FAX (A/C. No.):</b>
<b>E-MAIL ADDRESS:</b> aromero@patrisk.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Travelers Indemnity Company of Connecticut		25682
<b>INSURER B:</b> Travelers Property Casualty Co of America		25674
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 82705029

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> GL ded \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	DT22-CO-3S422962-TCT-24	7/1/2024	7/1/2025	EACH OCCURRENCE	\$ 1,000,000				
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000				
							MED EXP (Any one person)	\$ 5,000				
							PERSONAL & ADV INJURY	\$ 1,000,000				
							GENERAL AGGREGATE	\$ 2,000,000				
							PRODUCTS - COMP/OP AGG	\$ 2,000,000				
								\$				
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	810-3S280586-24-26-G	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000				
							BODILY INJURY (Per person)	\$				
							BODILY INJURY (Per accident)	\$				
							PROPERTY DAMAGE (Per accident)	\$				
								\$				
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CUP-3S426186-24-26	7/1/2024	7/1/2025	EACH OCCURRENCE	\$ 5,000,000				
							AGGREGATE	\$ 5,000,000				
								\$				
B	<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 <table style="float: right; margin-left: 20px;"> <tr> <td>Y/N</td> <td></td> </tr> <tr> <td>N</td> <td>N/A</td> </tr> </table>	Y/N		N	N/A		<input checked="" type="checkbox"/>	UB-5Y063159-24-26-G	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
Y/N												
N	N/A											
							E.L. EACH ACCIDENT	\$ 1,000,000				
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000				
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000				
A	Leased/Rented Equipment			DT22-CO-3S422962-TCT-24	7/1/2024	7/1/2025	Limit \$500,000					

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

Re: Fiscal Year 2023-24 Residential - Slurry Seal Project  
 City of Placentia, its officers, officials, employees, agents, and volunteers are named as additional insureds, coverage includes Primary and Non-contributory and Waiver of subrogation applies and in favor of the additional insureds per endorsements attached as required by written contract. \*Excess/Umbrella Liability follows form.  
 \*30-day notice of cancellation / 10-days for non-payment of premium.

**CERTIFICATE HOLDER****CANCELLATION**

City of Placentia 401 E. 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  Dave Jacobson

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

**BLANKET ADDITIONAL INSURED**  
**(Includes Products-Completed Operations If Required By Contract)**

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

**PROVISIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. 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. If, and only to the extent that, such 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. 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 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:

## COMMERCIAL GENERAL LIABILITY

- (a)** Immediately record the specifics of the claim or "suit" and the date received; and
  - (b)** Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3)** Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4)** Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

## SECTION I – COVERAGES

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

#### 1. Insuring Agreement

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

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

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

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

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
  - (2) The "bodily injury" or "property damage" occurs during the policy period; and
  - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

## COMMERCIAL GENERAL LIABILITY

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

### 2. Exclusions

This insurance does not apply to:

#### a. Expected Or Intended Injury

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

#### b. Contractual Liability

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

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

#### c. Liquor Liability

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

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

#### d. Workers' Compensation And Similar Laws

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

#### e. Employer's Liability

"Bodily injury" to:

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

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

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

#### f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

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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

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;
  - 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

venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

**SECTION III – LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C;

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
  - b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

**1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

**2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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- (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
  - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
    - (a) Any individual who is:
      - (i) A partner or member of any partnership or joint venture;
      - (ii) A manager of any limited liability company;
    - (iii) An executive officer or director of any other organization; or
    - (iv) A trustee of any trust;that is your partner, joint venture member, manager or trustee; or
  - (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.
- However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.
- ### 3. Legal Action Against Us
- No person or organization has a right under this Coverage Part:
- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
  - b. To sue us on this Coverage Part unless all of its terms have been fully complied with.
- A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

**4. Other Insurance**

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as described in Paragraphs a. and b. below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph 5. of Section III – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph 4. of Section III – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph c. below, insurer means a provider of insurance.

**a. Primary Insurance**

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below, except when Paragraph d. below applies.

**b. Excess Insurance**

- (1) This insurance is excess over:
  - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
    - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

- (ii) That is insurance for "premises damage";
  - (iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;
  - (iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph 4. of Section II – Who Is An Insured, except when Paragraph d. below applies; or
  - (v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph 5. of Section II – Who Is An Insured, except when Paragraph d. below applies.
- (b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
  - (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
    - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
    - (b) The total of all deductible and self-insured amounts under all that other insurance.
  - (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

### d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

### 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

### 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

### 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

### 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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2. "Advertising injury":
- a. Means injury caused by one or more of the following offenses:
    - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
    - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
      - (a) Appropriates a person's name, voice, photograph or likeness; or
      - (b) Unreasonably places a person in a false light; or
    - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
  - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.
- However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
- a. Physical harm, including sickness or disease, sustained by a person; or
  - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
- a. By radio or television; or
  - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
    - (1) Radio or television programming being transmitted;
    - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
    - (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- 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.

13. "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 "premises damage" 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", "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:

- (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, roadbeds, 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 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:

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".

16. "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;

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d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

- (1) False arrest, detention or imprisonment;
- (2) Malicious prosecution;
- (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
- (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
- (5) Oral or written publication, including publication by electronic means, of material that:

- (a) Appropriates a person's name, voice, photograph or likeness; or
- (b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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### 21. "Premises damage" means:

- a. With respect to the first paragraph of the exceptions in Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or
- b. With respect to the exception to Exclusions c. through n. in the last paragraph of Paragraph 2. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:
  - (1) Fire;
  - (2) Explosion;
  - (3) Lightning;
  - (4) Smoke resulting from fire, explosion or lightning; or
  - (5) Water.

But "premises damage" under this Paragraph b. does not include "property damage" to any premises caused by:

- (1) Rupture, bursting, or operation of pressure relief devices;
- (2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

### 22. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
  - (1) Products that are still in your physical possession; or
  - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
    - (a) When all of the work called for in your contract has been completed.
    - (b) When all of the work to be done at the job site has been completed if your

contract calls for work at more than one job site.

- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
  - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
  - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
  - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

### 23. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

### 24. "Slogan":

- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
- b. Does not include a phrase used as, or in, the name of:
  - (1) Any person or organization, other than you; or
  - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

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 CONTRACTORS**

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.

- A. Who Is An Insured – Unnamed Subsidiaries**
- B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations**

- C. Incidental Medical Malpractice**
- D. Blanket Waiver Of Subrogation**
- E. Contractual Liability – Railroads**
- F. Damage To Premises Rented To You**

### **PROVISIONS**

#### **A. 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, joint venture or limited liability company, 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
- 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. 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.

#### **B. 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".

## COMMERCIAL GENERAL LIABILITY

### C. 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 or paramedic; 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.

### D. BLANKET WAIVER OF SUBROGATION

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 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 execution of the contract or agreement.

### E. 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;

COMMERCIAL GENERAL LIABILITY

2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

**F. DAMAGE TO PREMISES RENTED TO YOU**

The following replaces the definition of "premises damage" in the DEFINITIONS Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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

**BLANKET ADDITIONAL INSURED – PRIMARY AND  
NON-CONTRIBUTORY WITH OTHER INSURANCE –  
CONTRACTORS**

This endorsement modifies insurance provided under the following:  
**BUSINESS AUTO COVERAGE FORM**

**PROVISIONS**

- 1. 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, 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 a named insured when a written contract or agreement with you, 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.**

## **BUSINESS AUTO 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.

- |   |   |
|---|---|
| <b>A. BROAD FORM NAMED INSURED</b>                                  | <b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b>  |
| <b>B. BLANKET ADDITIONAL INSURED</b>                                | <b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |
| <b>C. EMPLOYEE HIRED AUTO</b>                                       | <b>J. PERSONAL EFFECTS</b>  |
| <b>D. EMPLOYEES AS INSURED</b>                                      | <b>K. AIRBAGS</b>   |
| <b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                 | <b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b>                    |
| <b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b> | <b>M. BLANKET WAIVER OF SUBROGATION</b>                               |
| <b>G. WAIVER OF DEDUCTIBLE – GLASS</b>                              | <b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b>                           |

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – 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 – 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".

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

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.

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 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".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – 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 e. in Paragraph B.7., Policy Term, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

- e. 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 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.

- (1) 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:

- (a) 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.

- (b) Neither you nor any other involved "insured" will make any settlement without our consent.

- (c) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

- (d) We will reimburse the "insured":

- (i) 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., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE;

- (ii) 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., Limit Of Insurance, of SECTION II – 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.

- (2) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

- (3) 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.

- (4) 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 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".

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
- (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**:

COMMERCIAL AUTO

**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.

**POLICY NUMBER:**

**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**

**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.

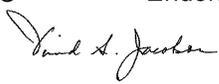
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 07/01/2024  
Insured Roy Allan Slurry Seal, Inc.

Policy No. UB-5Y063159-24-26-G

Endorsement No.  
Premium

Insurance Company

Countersigned by  \_\_\_\_\_



# *City of Placentia*

## **Fiscal Year 23-24 Street Rehabilitation Projects**

**November 19, 2024**

# Agenda

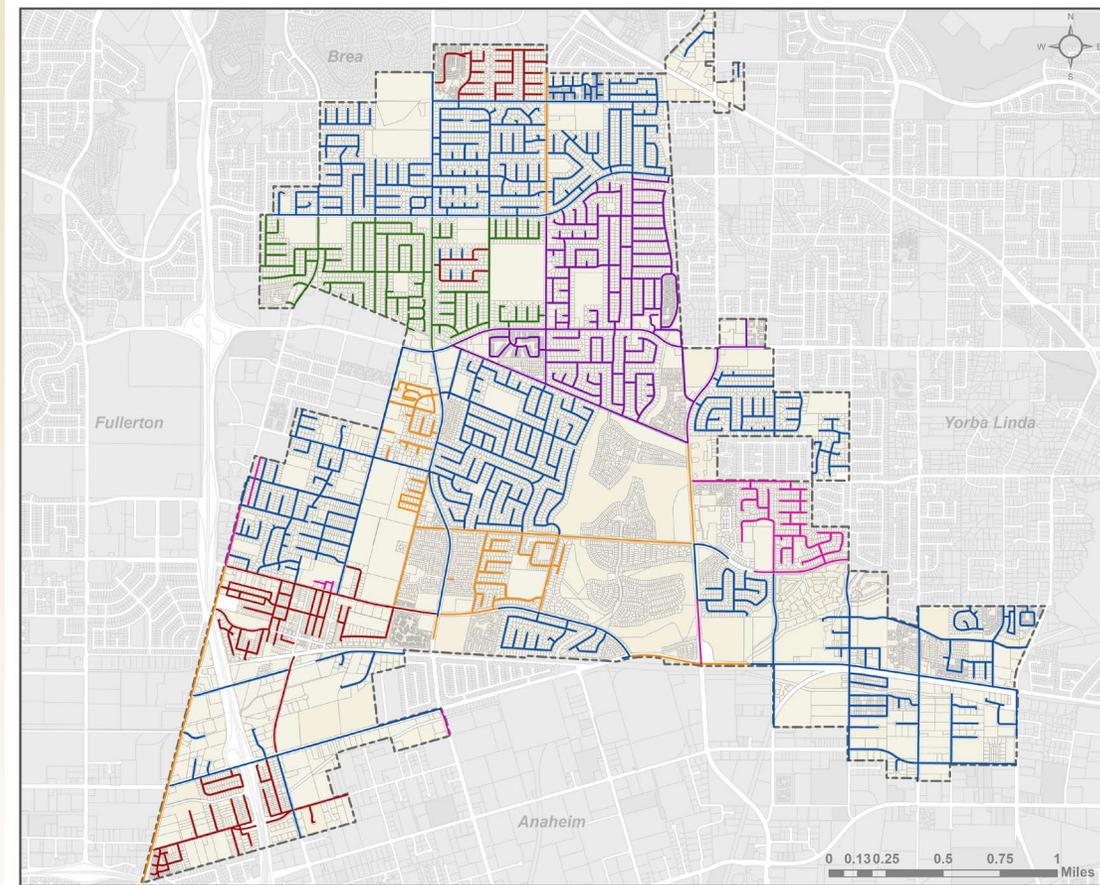
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- Overview of Pavement Management Plan
- Project Scope
  - Arterial Street Rehabilitation Project
  - Residential Slurry Seal Project
- Pavement Technologies
- Funding
- Recommendations



# Pavement Overview

- Pavement is the City's largest asset with an estimated replacement cost of \$255M
- Pavement Maintenance Inventory
  - Arterial Network – 49 miles, 9 million square feet
  - Local Network – 81 miles, 15 million square feet
- Within the past 5 years the City has increased the PCI from 67 in 2018 to a projected 79 in 2024.



## PAVEMENT REHABILITATION & MAINTENANCE SCHEDULE

"No Street Left Behind"  
Public Works Department  
Updated on October 29, 2024

### Pavement Project Schedule

Design Year	Construction Year
Completed	Completed
2023-24	2024-25
2024-25	2025-26
2025-26	2026-27
2026-27	2027-28
2027-28	2028-29

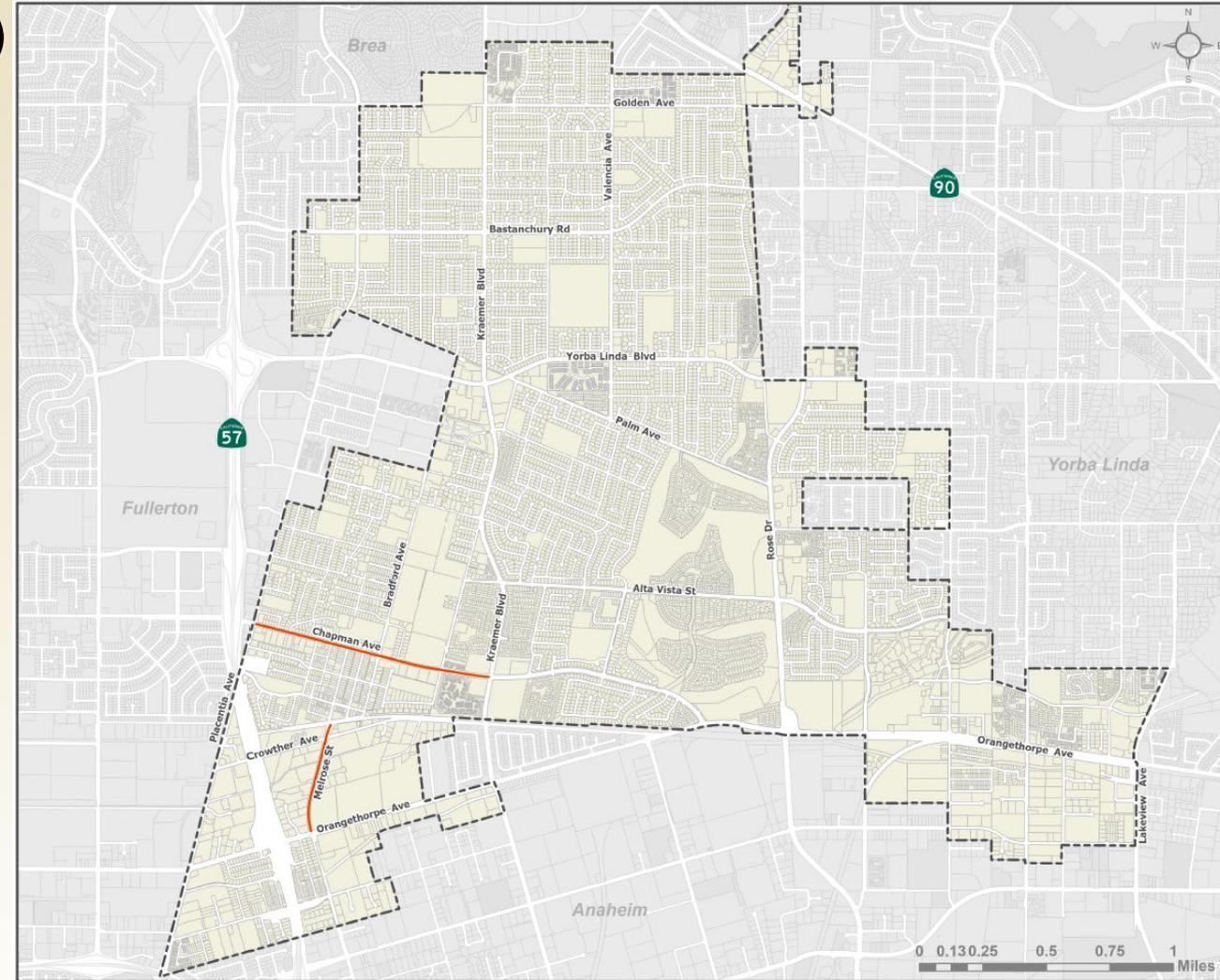


This map is for general reference only and may not reflect recent changes or improvements.  
The Public Works staff should be consulted for the most current information.  
Development Services Department, Planning Division, GIS



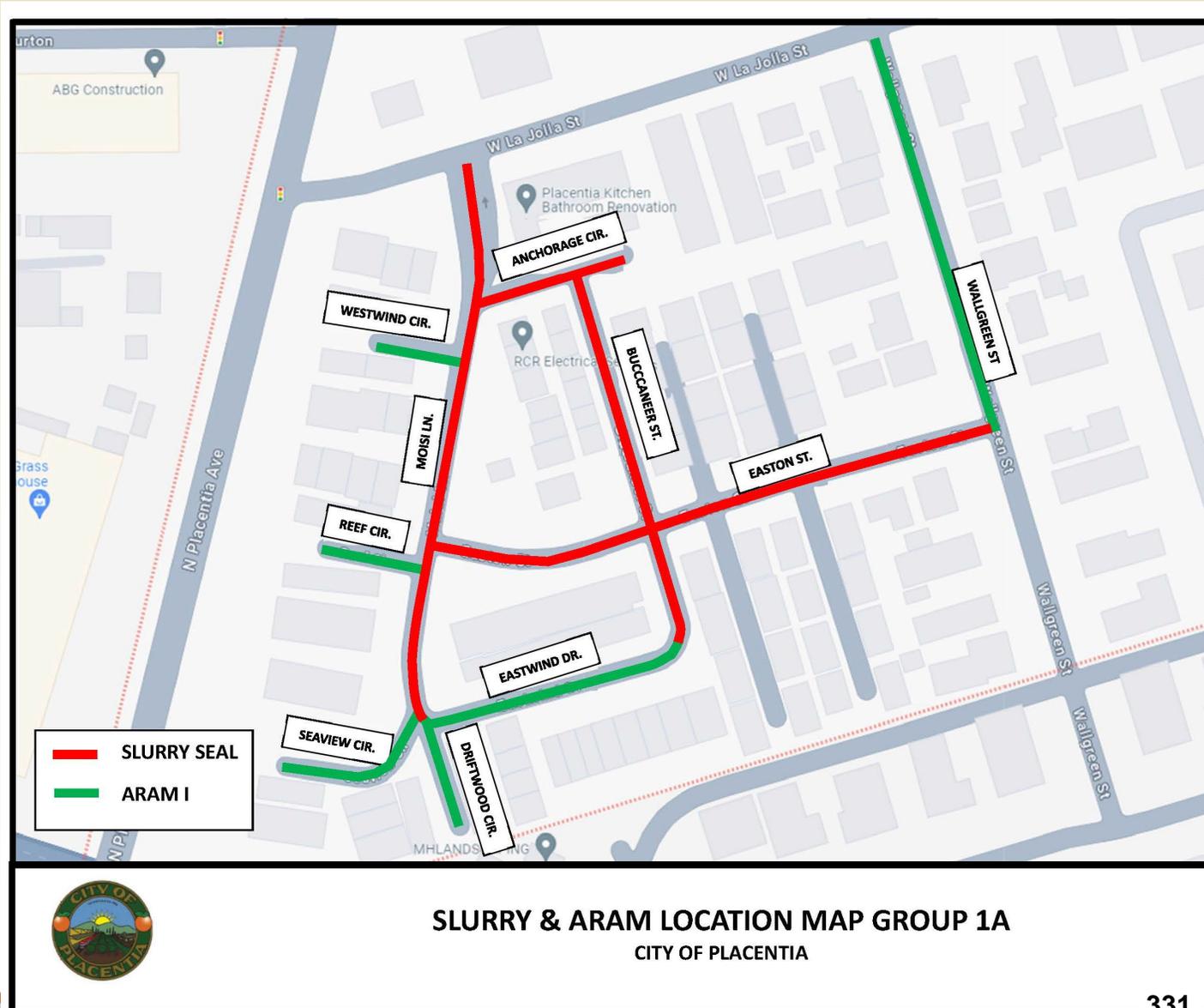
# FY 23-24 Arterial Streets Rehabilitation Project

- Pavement Areas (500,000 Square Feet)
  - Melrose – Orangethorpe to Crowther
  - Chapman – Placentia to Kraemer
  - Intersection of Orangethorpe and Placentia (Co-op Agreement w/ City of Fullerton)
- Storm Drain Improvements
  - Intersection of Center St & Walnut
- Sewer Improvements
  - Point Repairs and sewer lining in Old Town area
- Schedule
  - 80 Working Days
  - Construction to commence in Early 2025
  - Construction to finalize in Early Summer 2025



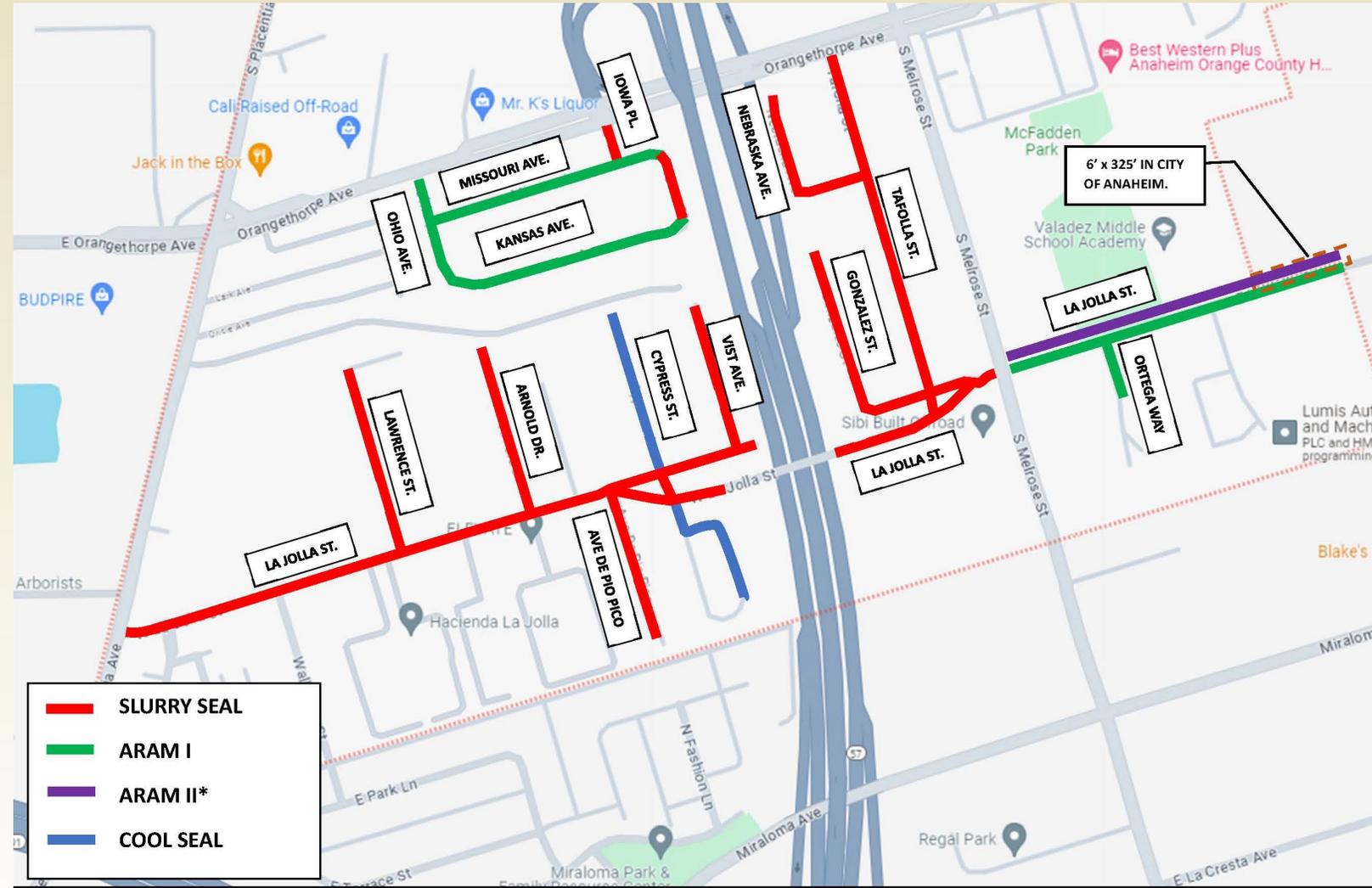
# FY 23-24 Residential Streets Slurry Seal Project

- Pavement Areas (1.9 million Square Feet)
- Schedule
  - 50 Working Days
  - Construction to commence in Winter 24/25
  - Construction to finalize in Spring 2025



# FY 23-24 Residential Streets Slurry Seal Project

- La Jolla Ave (Co-op Agreement w/ City of Anaheim)



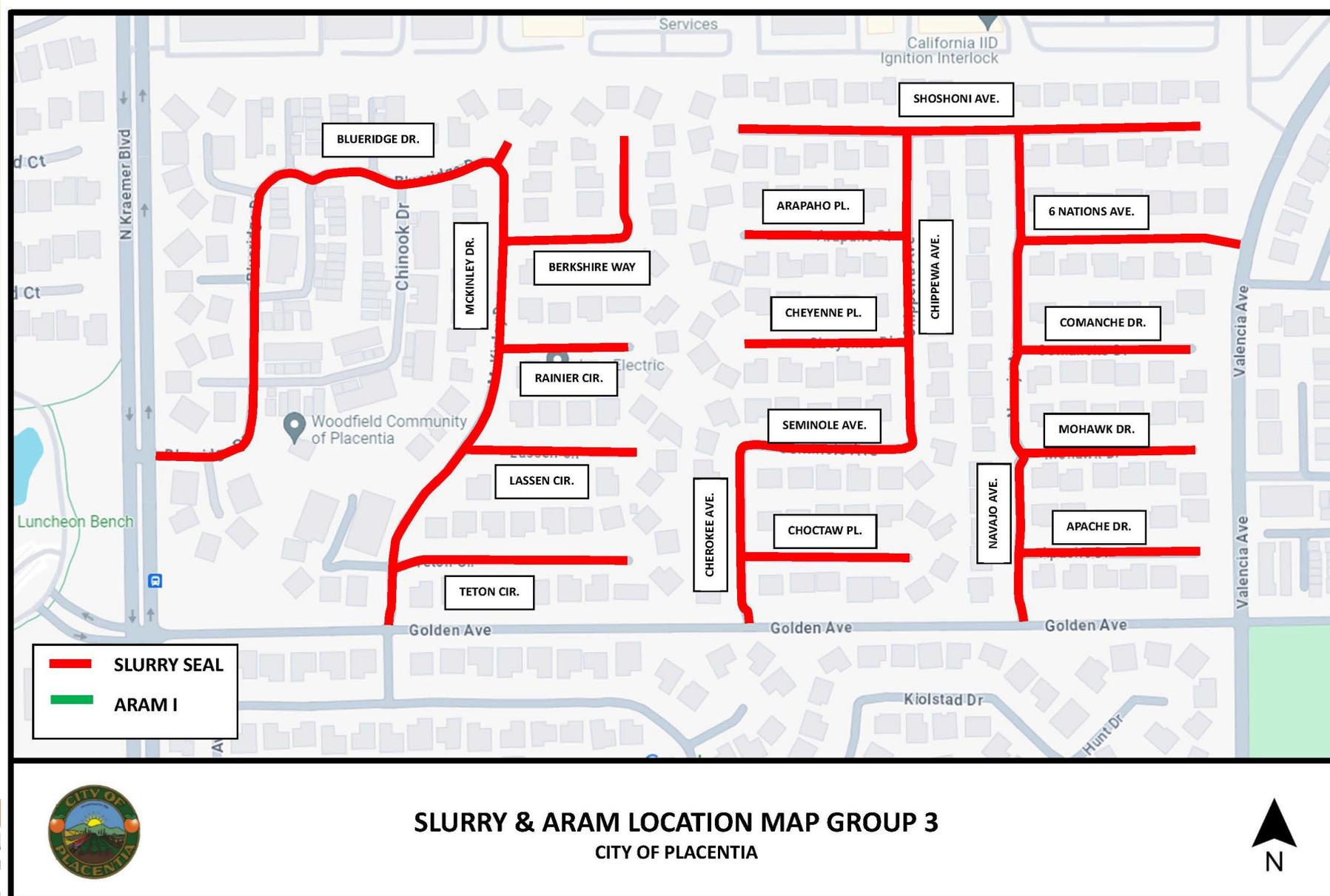
## SLURRY & ARAM LOCATION MAP GROUP 1B

CITY OF PLACENTIA

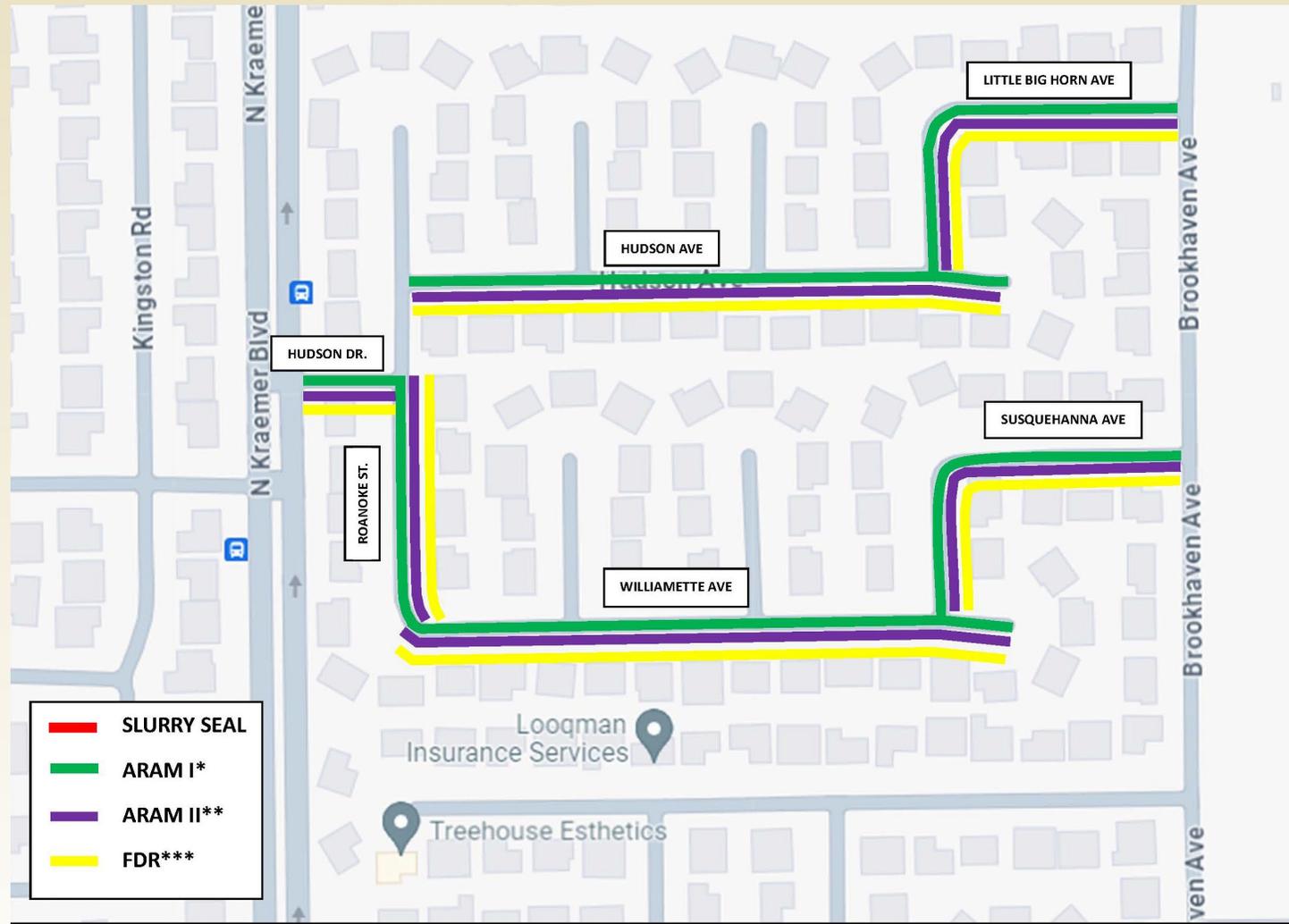
\* ARAM System II includes a 3/4" AC leveling course, considered a part of Additive Alternate Bid Schedule "C"



# FY 23-24 Residential Streets Slurry Seal Project



# FY 23-24 Residential Streets Slurry Seal Project



## SLURRY & ARAM LOCATION MAP GROUP 4

CITY OF PLACENTIA

\* ARAM System I, considered a part of Additive Bid Schedule "B"

\*\* ARAM System II includes a ¾" AC leveling course, considered a part of Additive Bid Schedule "C"

\*\*\*FDR includes a 4" AC base course and a 2" ARHM surface course, considered a part of Additive Bid Schedule "D"

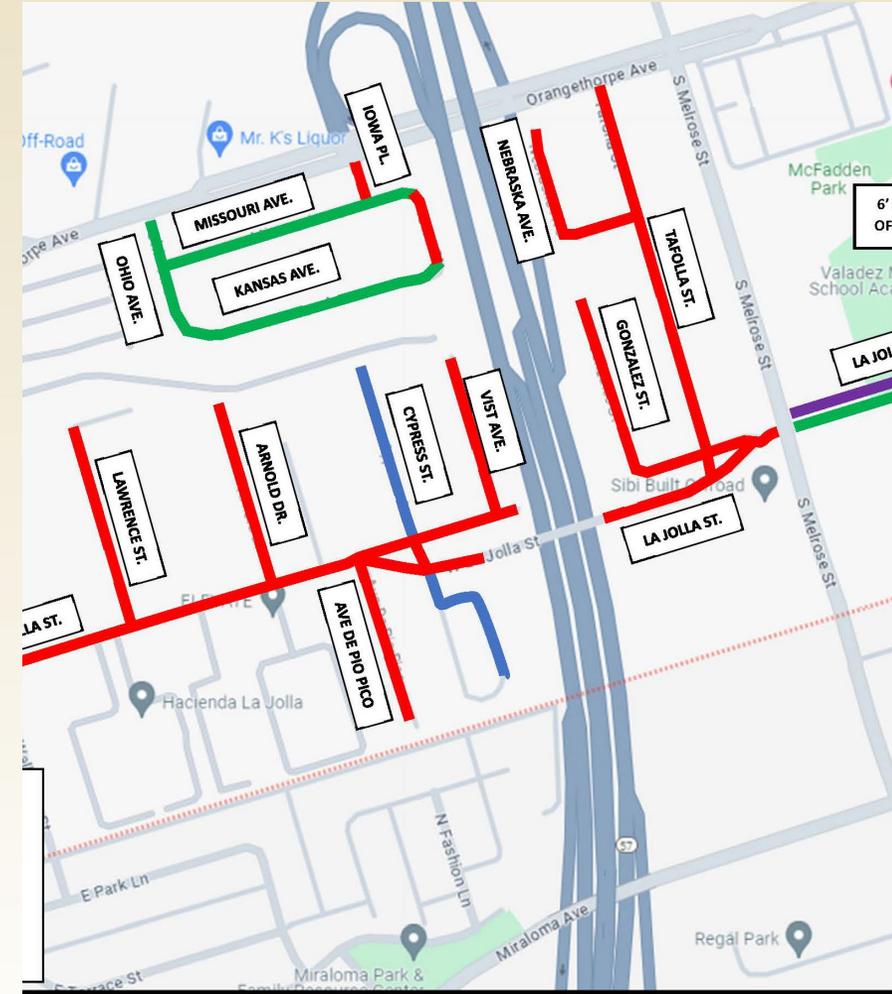


# FY 23-24 Residential Streets Slurry Seal Project

- Pavement Technologies

- CoolSeal

- Dark paved surfaces are a key contributor to the heat island effect in urban areas
    - Reflects the sun's energy and lowers surface temperatures by up to 20 degrees
    - Passed California skid and slip tests, meaning it's safe to use in wet conditions



**SLURRY & ARAM LOCATION MAP GROUP 1B**

CITY OF PLACENTIA

\* ARAM System II includes a 3/4" AC leveling course, considered a part of Additive Alternate Bid Schedule

# FY 23-24 Residential Streets Slurry Seal Project

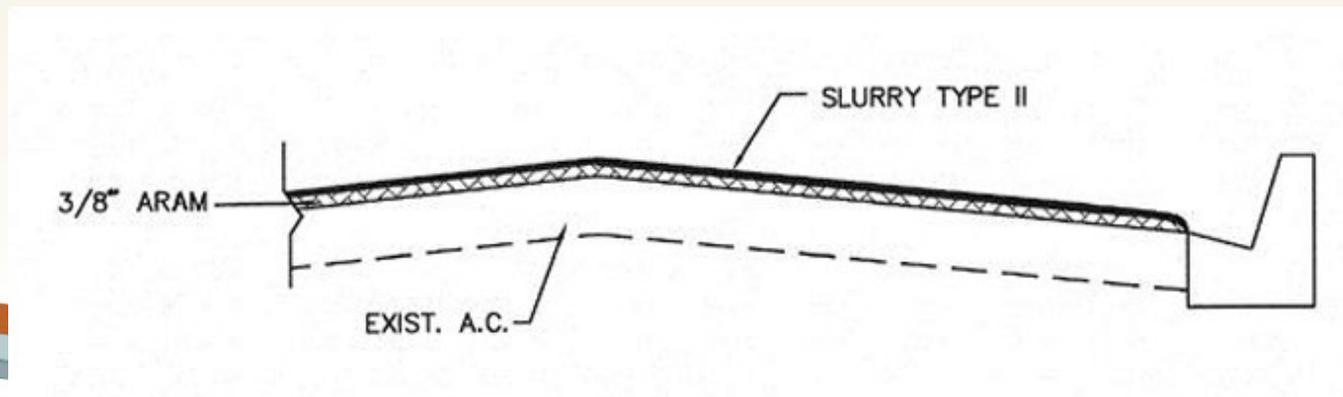
- Pavement Technologies

- Asphalt Rubber and Aggregate Membrane (ARAM)

- Consists of the application of an asphalt rubber binder followed by a pre-coated layer of aggregate, which is then compacted and swept.
- Typically applied as part of a system consisting of different layers of materials

- System I

- First localized full depth reconstruction is performed in specific areas
- Cracks larger than 0.5" in size are cleaned and sealed.
- The existing pavement is then treated with a rubber binder
- Pre-coated aggregate is then placed and subsequently compacted to fill any significant cracks.
- A final Type II slurry is then placed.



# FY 23-24 Residential Streets Slurry Seal Project

- System I examples:



1



2



5



3



4



6



# FY 23-24 Residential Streets Slurry Seal Project

- System I examples:

## City of Norwalk



Norwalk in 1991, before an ARAM System 1 application



Norwalk in 2012, after an ARAM System 1 application

## Box Canyon Road Ventura County



Before ARAM System I Application 2018



After ARAM System I Application 2024



# FY 23-24 Residential Streets Slurry Seal Project



City of Chula Vista, 2015 before the application of ARAM System I



City of Chula Vista, 2023 8 years after the application of ARAM System I

# FY 23-24 Residential Streets Slurry Seal Project



City of Palmdale, 2015 before the application of ARAM System I



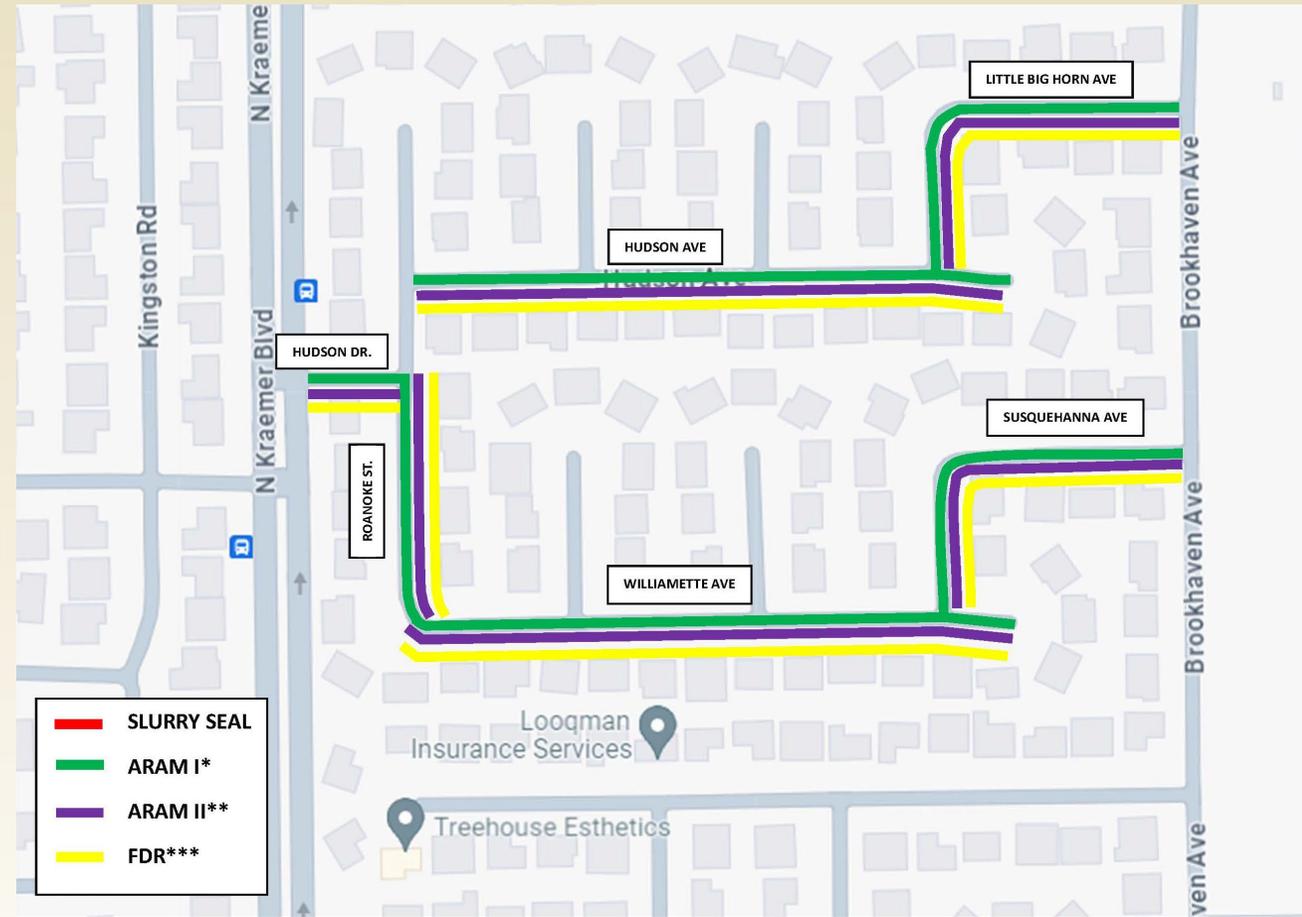
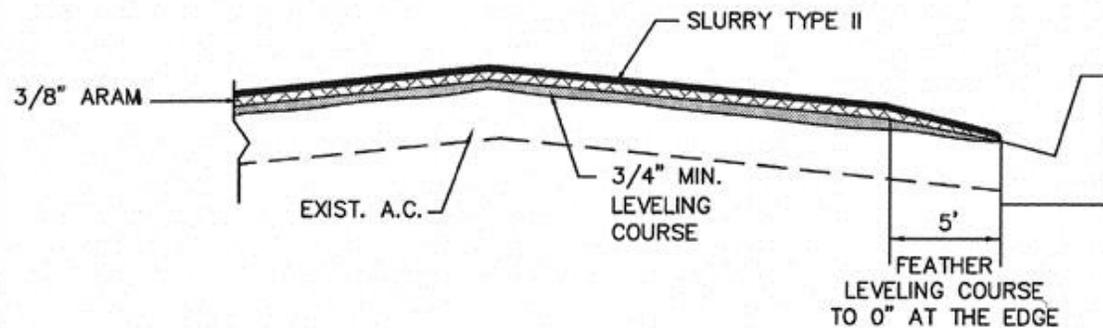
City of Chula Vista, 2024 9 years after the application of ARAM System I

# FY 23-24 Residential Streets Slurry Seal Project

- Alternate Bid Schedules

- ARAM System II

- Similar to a System I except for the inclusion of a 3/4" AC leveling course



SLURRY & ARAM LOCATION MAP GROUP 4

CITY OF PLACENTIA

\* ARAM System I, considered a part of Additive Bid Schedule "B"

\*\* ARAM System II includes a 3/4" AC leveling course, considered a part of Additive Bid Schedule "C"

\*\*\*FDR includes a 4" AC base course and a 2" ARHM surface course, considered a part of Additive Bid Schedule "D"



# FY 23-24 Residential Streets Slurry Seal Project

- System II examples



# FY 23-24 Residential Streets Slurry Seal Project



City of Ontario, 2018 before application of ARAM System II



City of Ontario, 2023 5 years after application of ARAM System II

# FY 23-24 Residential Streets Slurry Seal Project



City of Temecula, 2018 before application of ARAM System II



City of Temecula, 2022 4 years after application of ARAM System II

# FY 23-24 Residential Streets Slurry Seal Project



LA County (Sierra Madre), 2013 before application of ARAM System II



LA County (Sierra Madre), 2023 9 years after application of ARAM System II

# FY 23-24 Residential Streets Slurry Seal Project



LA County (Lynwood), 2013 before application of ARAM System II



LA County (Lynwood), 2023 9 years after application of ARAM System II

# FY 23-24 Residential Streets Slurry Seal Project



Hudson Ave



Little Big Horn Ave



Willamette Ave



Susquehanna Ave

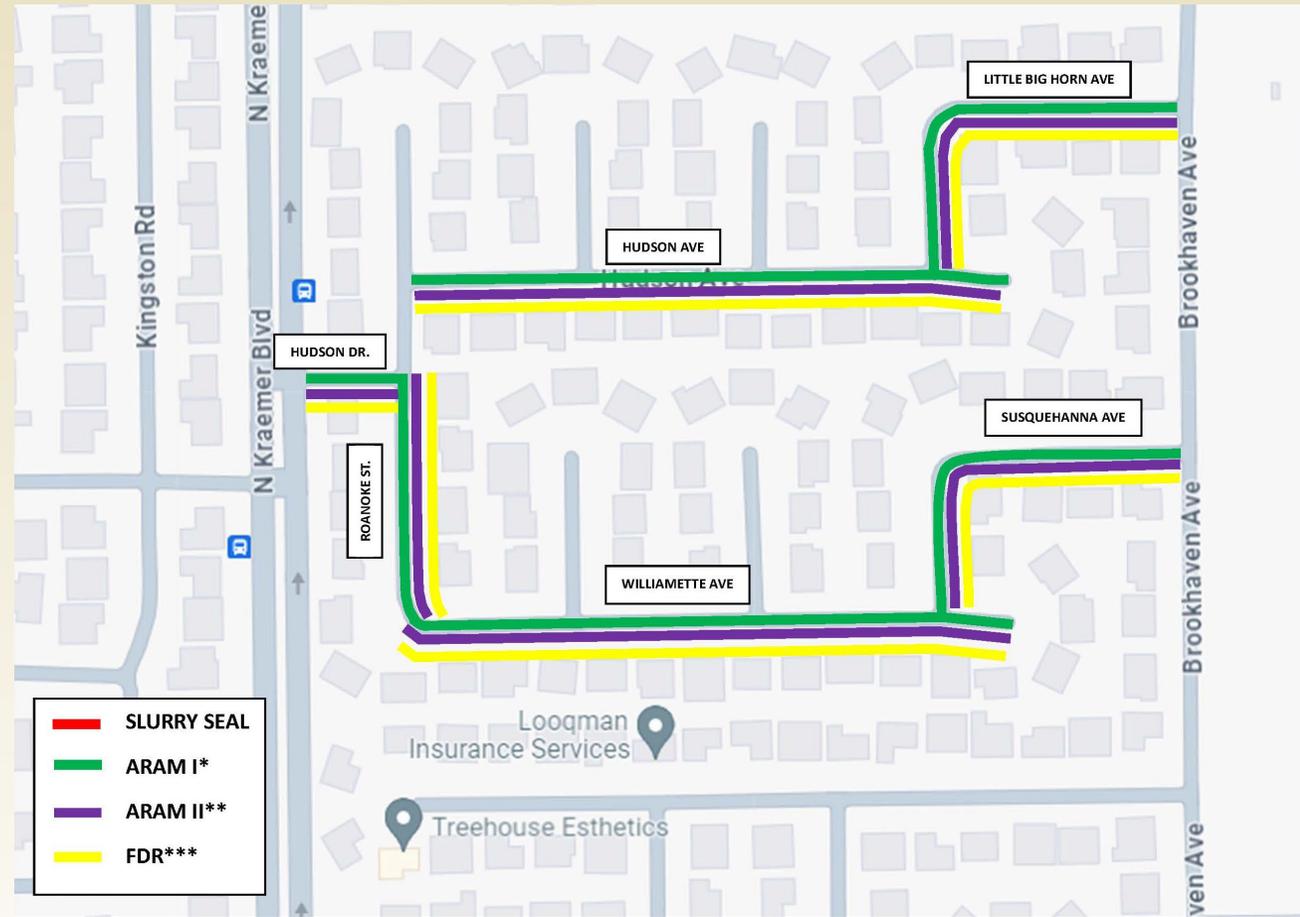
# FY 23-24 Residential Streets Slurry Seal Project

- Other Agencies that have bid ARAM projects within the past year
  - City of Riverside – 504,000 SF of ARAM System II (\$3.7 million)
  - City of San Diego – 4 million SF of ARAM System II (\$3.2 million)
  - City of Norwalk – 450,000 SF of ARAM System II (\$800,000)
  - City of Ontario – 400,000 SF of ARAM System II & 460,000 SF of ARAM System I (\$1.9 million)
  - City of Downey – 1.3 million SF of ARAM System I (\$13 million)
  - City of Garden Grove – currently has a project in construction
  - City of Brea – currently has a project in construction



# FY 23-24 Residential Streets Slurry Seal Project

- Alternate Bid Schedules
  - Full Depth Reconstruction
    - Remove 6" of existing AC and base material
    - Replace w/ 4" of AC base course and 2" of Asphalt Rubberized Hot Mix



**SLURRY & ARAM LOCATION MAP GROUP 4**  
CITY OF PLACENTIA

\* ARAM System I, considered a part of Additive Bid Schedule "B"

\*\* ARAM System II includes a ¾" AC leveling course, considered a part of Additive Bid Schedule "C"

\*\*\*FDR includes a 4" AC base course and a 2" ARHM surface course, considered a part of Additive Bid Schedule "D"



# Arterial Streets Reconstruction Budget

- Available Budget for both Arterial and Residential streets: \$4,333,300

Expense	Amount
Construction bid	\$2,824,600
Contingency	\$282,460
Construction Inspection	\$120,000
Placentia's share of Fullerton's adjacent roadway rehab project	\$110,000
<b>Total Construction Costs</b>	<b>\$3,337,060</b>

Funding Source	Amount
Measure M	\$1,203,000
SB1/RMRA	\$1,497,000
Measure U	\$426,760
Citywide Storm Drain Impact Fee	\$25,000
FY 24/25 TOD Streetscape Impact Fee	\$185,300
<b>Total Construction Costs</b>	<b>\$3,337,060</b>



# Residential Slurry Seal Budget

- Budget available for Residential streets after Arterial Project: \$996,240

Expense	Amount
Construction bid	\$1,651,276
Contingency	\$165,128
Construction Inspection	\$80,000
<b>Total Construction Costs</b>	<b>\$1,896,404</b>

Funding Source	Amount
Measure U	\$996,240
<i>Funding from other Measure U projects</i>	
McFadden Park Playground	\$460,000
Wayfinding Signs-Residential	\$250,000
Tynes Gym Roof Replacement	\$180,164
City of Anaheim Project Share	\$10,000
<b>Total Construction Costs (funding needed)</b>	<b>\$1,896,404</b>



# Combined Street Projects as Recommended

Project	Cost
<b>Original Budget</b>	<b>\$4,333,300</b>
Arterial Streets	\$3,337,060
Residential Streets	\$1,896,404
<b><i>Total Construction Costs (funding needed)</i></b>	<b><i>\$5,233,464</i></b>
<b><i>Amount over original budget- funded thru deferral of other projects</i></b>	<b><i>(\$900,464)</i></b>



# Alternative Residential Slurry Seal Project

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- Additional construction cost of \$701,917
- Would require rejecting bids for Arterial Streets Project and rebidding with a reduced scope of work unless additional CIP projects deferred
  - Majority of CIP projects are already under contract, in construction and/ or are funded with restricted funds that would not be available for streets such as Quimby, General Plan Update fee, misc. grants, etc.
  - Projects funded from the General Fund are not recommended to be used for streets due to operating budgetary needs in the current fiscal year.



# Staff Recommendation – Arterial Rehab Project

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1. Approve the Engineered Plans and Specifications prepared by NV5 Inc. for the FY 2023-24 Street Rehabilitation Project No. 6098; and
2. Approve a Public Works Agreement with Sequel Contractors Inc., for the FY 2023-24 Street Rehabilitation Project in the amount of \$2,824,600.40; and
3. Reject all other bids received and authorize return of the bid bonds; and
4. Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or \$282,460.04, for a total construction contract not-to-exceed amount of \$3,107,060.44; and
5. Approve a Cooperative Agreement with the City of Fullerton for the construction cost for Placentia's share of an adjacent roadway rehab project that is estimated to be \$110,000, with the final cost to be based at actual construction completion; and
6. Approve a purchase order with Bowman Company to provide construction inspection and material testing services for a not-to-exceed amount of \$120,000; and
7. Adopt Resolution No. R-2024-75, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2024-25 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
8. Authorize the City Administrator and/or his designee to execute all necessary documents in a form approved by the City Attorney.



# Staff Recommendation – Residential Slurry Seal Project

1. Approve the Engineered Specifications prepared by NV5 Inc. for the FY 2023-24 Residential Streets Slurry Seal Project; and
2. Approve a Public Works Agreement with Roy Allen Slurry Seal Inc., for the FY 2023-24 Street Rehabilitation Project in the amount of \$1,651,276.27; and
3. Reject all other bids received and authorize return of the bid bonds; and
4. Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or \$165,127.63, for a total construction contract not-to-exceed amount of \$1,816,403.90; and
5. Approve a Cooperative Agreement with the City of Anaheim for the construction cost for Anaheim’s fair share of roadway rehabilitation project that is estimated to be \$10,000, with the final cost to be based at actual construction completion; and
6. Approve a purchase order with Bowman Company to provide construction inspection and material testing services for a not-to-exceed amount of \$80,000; and
7. Adopt Resolution No. R-2024-73, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2024-25 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures
8. Authorize the City Administrator and/or his designee to execute all necessary documents in a form approved by the City Attorney.



# Alt. Option – Residential Slurry Seal Project

1. Approve the Engineered Specifications prepared by NV5 Inc. for the FY 2023-24 Residential Streets Slurry Seal Project; and
2. Reject all bids received for the FY 2023-24 Arterial Street Rehabilitation Project; and
3. Approve a Public Works Agreement with Roy Allen Slurry Seal Inc., for the FY 2023-24 Residential Streets Slurry Seal Project in the amount of \$2,289,383.17; and
4. Reject all other bids received and authorize return of the bid bonds; and
5. Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or \$228,938.32, for a total construction contract not-to-exceed amount of \$2,518,321.49; and
6. Approve a Cooperative Agreement with the City of Anaheim for the construction cost of Anaheim's fair share of roadway rehabilitation that is estimated to be \$10,000, with the final cost to be based at actual construction completion; and
7. Approve a purchase order with Bowman Company to provide construction inspection and material testing services for a not-to-exceed amount of \$80,000; and
8. Adopt Resolution No. R-2024-74, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2024-25 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
9. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.



# Questions & Comments





## PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: November 19, 2024

Submitted by: Gabriel Guerrero-Gabany

From: Public Works

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### Subject:

Approval of Plans and Specifications and Award of Construction Contract to Sequel Contractors, Inc. for the Fiscal Year 2023-24 Arterial Street Rehabilitation Project, City Project No. 6098

### Financial Impact:

#### Fiscal Impact:

Expense:     \$3,337,060.44 Total Construction Cost  
                  \$2,824,600.40 Construction Contract Amount  
                  \$ 282,460.04 Construction Contingency Amount  
                  \$ 120,000.00 Construction Inspection Costs  
                  \$ 110,000.00 City of Fullerton Reimbursement

#### Available

Budget:       \$3,337,060.44 Total Project Budget  
                  \$1,497,000.00 Fiscal Year 2024-25 CIP (171301-6740) RMRA Funds  
                  \$ 426,760.44 Fiscal Year 2024-25 CIP (181301-6740) Measure U  
                  \$ 25,000.00 Fiscal Year 2024-25 CIP (791301-6740) Citywide Storm Drain  
                  \$1,203,000.00 Fiscal Year 2024-25 CIP (791301-6740) Measure M  
                  \$ 185,300.00 Fiscal Year 2024-25 CIP (181301-6740) TOD Streetscape

### Summary:

The scope of work for the Fiscal Year ("FY") 2023-24 Street Rehabilitation Project entails the rehabilitation of Chapman Avenue from Placentia Avenue to Kraemer Boulevard and Melrose Street from Orangethorpe Avenue to Crowther Avenue (Attachment 3), totaling approximately 500,000 square feet of roadways. In general, the work consists of pavement rehabilitation; replacement of damaged sidewalk, curb, and gutter; installation of new concrete bus pads; and new signing, striping, markings, pavement legends and sewer point repairs.

The City solicited competitive bids for the project. A total of five (5) bids were received for this project on October 24, 2024. These bids consisted of three portions: Bid "A" + Additive Bid "B" + Additive Bid "C". Bid "A" is the base bid which consists of the street rehabilitation, concrete work, and storm drain and sewer point repairs. Bid "B" is for adjusting water utility valves and Bid "C" is for sewer lining repairs. The grand total of all bids was used as the basis in determining the low bid for this project. The contract will be for the amount represented by the grand total. The low bid received from Sequel Contractors Inc. was found to be the lowest responsive and responsible bid received. Staff recommends that City Council award a

construction contract to Sequel Contractors Inc. in the amount of \$2,824,600.40.

In addition to the construction cost, a ten percent (10%) construction contingency amount of \$282,460.04 is provided to cover any unforeseen conditions found during construction. The total construction contract cost, including contingency, amounts to \$3,107,060.44.

**Recommendation:**

Recommended Action: It is recommended that the City Council:

1. Approve the Engineered Plans and Specifications prepared by NV5 Inc. for the FY 2023-24 Street Rehabilitation Project No. 6098; and
2. Approve a Public Works Agreement with Sequel Contractors Inc., for the FY 2023-24 Street Rehabilitation Project in the amount of \$2,824,600.40; and
3. Reject all other bids received and authorize return of the bid bonds; and
4. Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or \$282,460.04, for a total construction contract not-to-exceed amount of \$3,107,060.44; and
5. Approve a Cooperative Agreement with the City of Fullerton for the construction cost for Placentia’s share of an adjacent roadway rehab project that is estimated to be \$110,000, with the final cost to be based at actual construction completion; and
6. Approve a purchase order with Bowman Company to provide construction inspection and material testing services for a not-to-exceed amount of \$120,000; and
7. Adopt Resolution No. R-2024-75, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2024-25 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
8. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

**Strategic Plan Statement:**

This item conforms to Strategic Plan Goal 5 and Objective 5.8, Implement the 2022 Pavement Management Plan Report to prioritize streets and roads.

**Discussion:**

The scope of work for the FY 2023-24 Street Rehabilitation Project includes the rehabilitation of Chapman Avenue from Placentia Avenue to Kraemer Boulevard and Melrose Street from Orangethorpe Avenue to Crowther Avenue that entails pavement rehabilitation; replacement of damaged sidewalks, curb, and gutter; installation of new concrete bus pads; and new signing, striping, markings, pavement legends and sewer point repairs. A total of 500,000 square feet of roadways will be rehabilitated as part of this project.

The City of Fullerton, as a part of its Orangethorpe Avenue from State College Boulevard to Placentia Avenue infrastructure improvement project, has agreed to pave a portion of the roadway within Placentia city limits. Taking advantage of the economy of scale of this project will allow Placentia to receive favorable unit prices and ensure consistency in the quality of work possible when a sole prime contractor is responsible for work within their limits. The cost to pave a portion of Orangethorpe Avenue will be approximately \$110,000.

On October 24, 2024, the City received five (5) bids from contractors to construct the project. The following table provides the total bid amounts received from each contractor:

<b>Contractor</b>	<b>Bid Amount</b>
Sequel Contractors, Inc	\$2,824,600.40
All American Asphalt	\$2,890,588.00
RJ Noble Company	\$3,057,760.20
PALP Inc (Excel Paving Co.)	\$3,458,439.80
CEM Construction Corp	\$3,888,333.50

After reviewing the bids, it was determined that Sequel Contractors, Inc. submitted the lowest responsible bid. Staff reviewed and analyzed their bid proposal, and it was found to be responsive and valid. Based upon Sequel Contractors, Inc. reference check, and submitted bid, Staff recommends awarding a construction contract to Sequel Contractors, Inc. for the FY 2023-24 Street Rehabilitation Project.

A component of this project requires the allocation of funding for inspection and material testing services. The City requested four quotes from its on-call list of construction management and inspection consultants. The following table provides the total bid amounts received from each consultant.

<b>Consultant</b>	<b>Quote</b>
Ardurra Group	\$217,565
Berg & Associates	\$197,179
Bowman Co.	\$108,900
Z&K Consultants	\$125,640

After reviewing the quotes, it was determined that Bowman submitted the most favorable proposal, and staff recommends approving a purchase order in the amount of \$108,900, with approximately 10% contingency, for a total not-to-exceed amount of \$120,000 to Bowman for inspection and material testing services.

**Fiscal Impact Summary:**

The total construction cost for the Fiscal Year 2023-24 Street Rehabilitation Project amounts to \$3,337,060.44. This cost consists of the bid amount submitted by Sequel Contractors, Inc. in the amount of \$2,824,600.40, a construction contingency in the amount of \$282,460.04, and construction inspection services with Bowman in the amount of \$120,000.

Funding for this project is supported by numerous sources as outlined below:

<b>Funding Source</b>	<b>Amount</b>
FY24/25 Measure M Funds	\$1,203,000.00
FY24/25 SB1/RMRA Funds	\$1,497,000.00
FY24/25 Measure U Funds	\$426,760.44
FY24/25 Citywide Storm Drain Impact Fee	\$25,000.00

FY 24/25 TOD Streetscape Impact Fee	\$185,300.00
Total	\$3,337,060.44

**Attachments**

[Attachment 3 - Location Map.pdf](#)

[Attachment 4 - Co-op Agreement Fullerton.pdf](#)

[Attachment 1 - Arterial Rehabilitation Budget Amendment Resolution-R-2024-75.pdf](#)

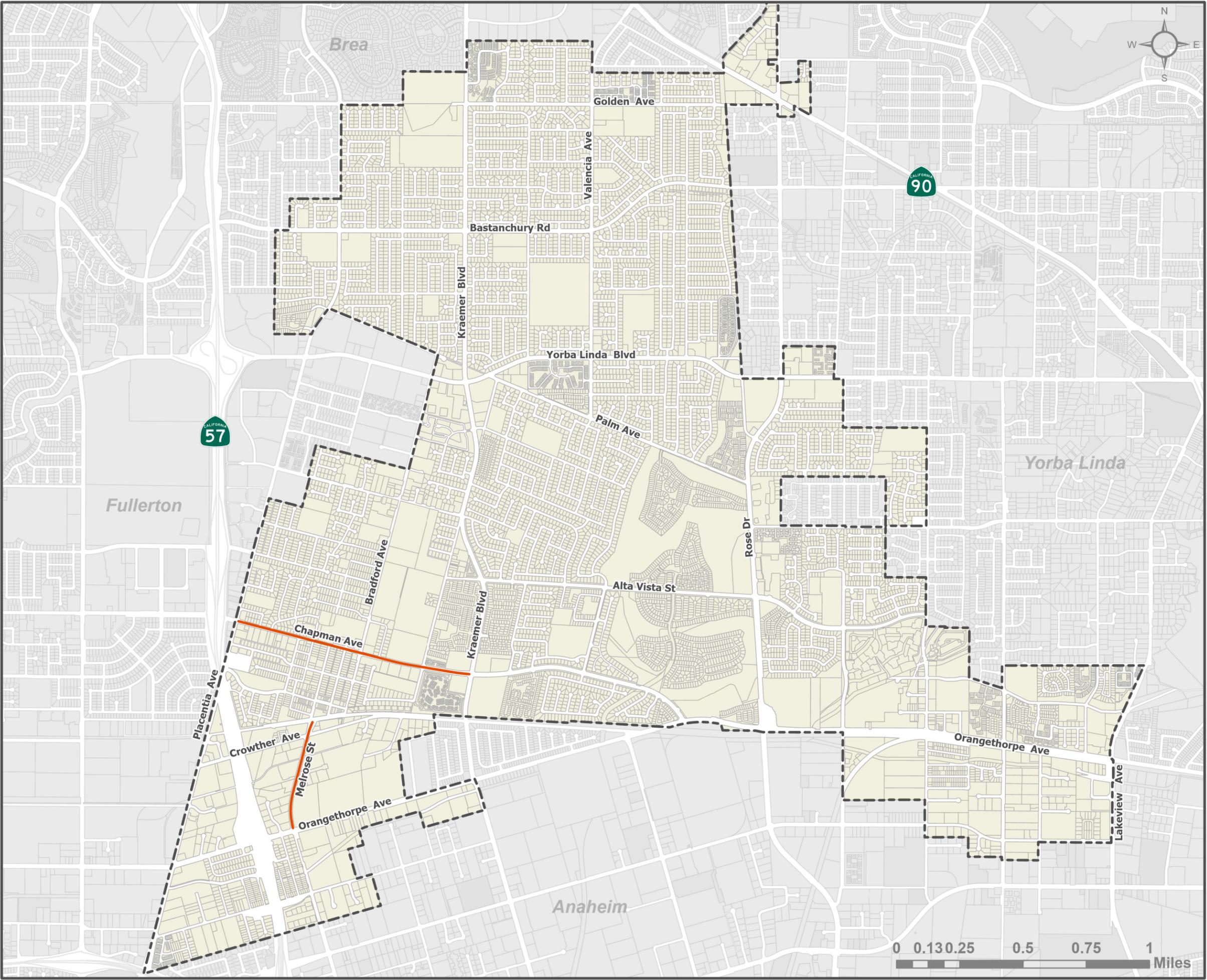
[Attachment 2 - Arterial Public Works Agreement.pdf](#)



# ARTERIAL REHABILITATION PROJECT FY 2023-24

*Public Works Department*  
*Updated in November 2024*

**— Project Area/Streets**  
Fiscal Years : 2023-2024  
Total Sq. Ft : ~500,000



*This map is for general reference only and may not reflect recent changes or improvements. The Public Works staff should be consulted for the most current information.*

**COOPERATIVE AGREEMENT  
BETWEEN CITY OF FULLERTON AND CITY OF PLACENTIA  
FOR FUNDING AND CONSTRUCTION OF THE  
STREET IMPROVEMENTS AT THE SHARED INTERSECTION OF  
ORANGETHORPE AVENUE AND PLACENTIA AVENUE  
PART OF CITY OF FULLERTON PROJECT NO. 44062**

This COOPERATIVE AGREEMENT (“Agreement”) is made and entered into this 19<sup>th</sup> day of November 2024, by and between the CITY OF FULLERTON (“Fullerton”), a municipal corporation and general city, and the CITY OF PLACENTIA (“Placentia”), a municipal corporation and charter city (the “Parties”).

**RECITALS**

A. Orangethorpe Avenue is an existing six-lane arterial street located on the border of Fullerton and Placentia, laying partially in Fullerton and partially in Placentia, as shown in the Project Location Map attached as Exhibit “A” and incorporated herein by reference.

B. Fullerton desires to construct certain street improvements in and upon Orangethorpe Avenue between State College Boulevard and Placentia Avenue (the “Project”), including improvements to the shared intersection of Orangethorpe Avenue and Placentia Avenue.

C. Placentia desires to have Fullerton improve the shared intersection as part of the Project.

D. Project improvements will include: 1) Mobilization; 2) Water Pollution Control; 3) Traffic Control; 4) Cold Mill (2”); 5) Asphalt Rubberized Hot Mix (ARHM); 6) Adjust Sewer Manhole to Grade – Placentia Std; and 7) Traffic Striping and Signage.

E. Fullerton has obtained a bid for the Project. Placentia has reviewed the bid and agrees with the scope of the work to be performed in Placentia as well as the contractor’s estimated costs for their share of the project in Placentia. The bid, including the estimate for that portion of the work to be performed in Placentia, is attached as Exhibit “B” and incorporated herein by reference.

F. The Parties agree that Fullerton shall take the lead in managing the Project and that Placentia shall reimburse Fullerton for that portion of the work within Placentia according to the provisions set forth herein.

G. Each Party has authorized sufficient funds in its budget to cover the costs of the Project in its respective jurisdiction.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing recitals of fact, the mutual covenants and conditions contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

### 1. Project Funding Obligations.

1.1. Placentia will be responsible for one hundred percent (100%) of the cost for those portions of the Project that are located within Placentia ("Placentia Portion"), as set forth in Exhibit "B" ("Placentia's Costs"). Placentia will pay Fullerton directly, within forty-five (45) days after receipt of an invoice and statement of work confirming that the project has been completed.

1.2. Placentia will be responsible for its pro-rata share of Project design, construction, and engineering cost for work performed within the boundaries of Placentia, which is approximately \$98,976.00 (or approximately 2.4% of the total Project cost of \$4,111,152.00). Placentia's final cost shall be based on the actual cost at completion, not to exceed \$110,000.00.

1.3. Fullerton will be responsible for one hundred percent (100%) of the cost for those portions of the Project which are located within Fullerton ("Fullerton Portion"), as set forth in Exhibit "B" ("Fullerton's Costs"). Fullerton will also be responsible for the cost of the bid preparation, and all costs associated with Project Management. Fullerton will pay the contractor directly and be reimbursed by Placentia as provided in Section 2.1.

### 2. Payment Obligation

2.1. Placentia shall pay for the Placentia Portion based on its proportionate share of the actual quantities as measured in the field. The contractor shall provide and verify such amounts to the satisfaction of Placentia. In the event of a dispute over the quantity allocations, the parties shall work cooperatively with the contractor to resolve such dispute.

### 3. Construction Responsibilities.

3.1. Project Engineer. Fullerton shall act as Project Engineer and be responsible for all tasks necessary to prepare construction plans, specifications and cost estimates in accordance with all applicable criteria from Fullerton, Placentia and Anaheim.

3.2. Utility Relocation/Impacts. Fullerton and Placentia shall work together to identify all conflicting utilities within the Project. Fullerton shall issue all utility relocation request letters or other communications with utilities.

### 3.3. Project Plans, Insurance & Warranties.

a. Fullerton has submitted Project plans, specifications and the contractor's bid proposal to Placentia for review and approval and Fullerton has approved said Project plans, specifications and bid proposal. All work completed in Placentia shall be constructed per Placentia's specifications.

b. Fullerton shall require the contractor to identify the City of Placentia as an additional insured with insurance sufficiently broad to the satisfaction of Placentia.

c. Fullerton shall require the contractor to pass through and assign all warranties to Placentia associated with the Placentia Portion of work.

3.4. Project Inspection. Placentia shall have access to the Project at all times during construction for the purpose of inspection. Placentia shall inspect the Placentia Portion regularly. Placentia agrees to cooperate with Fullerton on any joint inspections as requested by Fullerton. Should Placentia deem any remedial work to be necessary, Placentia shall notify Fullerton in writing thereof within three (3) business days of inspection, specifically describing the needed corrections and proposed remedial work. Placentia shall be solely responsible for any remedial work that is not brought to Fullerton's attention in accordance with this paragraph.

3.5. Traffic Control. Traffic control for the Project may require road/lane closures and traffic signal management. The Parties agree that Fullerton shall take the lead in coordinating traffic control in and around the Project area and Placentia agrees to work cooperatively with Fullerton in traffic management.

### 3.6. Permits.

a. Fullerton shall obtain any and all permits required for the Project, including encroachment permits.

b. Placentia shall issue any required encroachment permits necessary for the Project at no charge.

3.7. Community Notification. Fullerton shall provide any and all required notification regarding the Project, including business and neighborhood community notifications.

3.8. Contract Change Orders. Placentia shall review and upon approval pay for any contract change orders ("CCOs") deemed necessary by Fullerton for construction of the Project. If CCOs are needed within the Placentia Portion, Placentia shall review and approve such CCOs during construction and City Engineer, or designee, shall coordinate CCO approval. The City Engineer, or designee, (hereinafter "Project liaison") shall provide concurrence on CCOs within three (3) business days of Fullerton's submittal to Placentia. If Placentia fails to concur with or propose changes to CCO within such time, such CCO shall be deemed approved.

3.9. Project Acceptance. Prior to Fullerton's acceptance of Project improvements and filing a notice of completion, Placentia's Project Liaison shall review and provide written approval of all Project work. Placentia will not accept their portion of the project until all work is 100% complete, per Section 3.4. Fullerton shall furnish Placentia with one set of record drawings for the completed Project and a copy of the filed notice of completion.

3.10. Placentia's Obligations Post-Construction. Upon Placentia's City Engineer written approval and Fullerton's final acceptance of the Project, Placentia shall assume ownership, maintenance obligations and environmental mitigation responsibilities for the portions of the project within the City of Placentia.

#### 4. Miscellaneous Obligations.

4.1. Time is of the essence in the execution and performance of this Agreement.

4.2. Indemnification & Hold Harmless. The Parties shall indemnify, defend with counsel approved in writing, save and hold each other's elected officials, officers, directors, agents and employees harmless from any and all claims, injuries, liabilities, actions, damages, losses or expenses, of every type and description to which they may be subjected arising out of any act or omission of, its employees, representatives, agents and independent contractors in connection with the implementation of the actions described in this Agreement.

4.3. Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. No assignment of either Party's interest in this Agreement shall be made without the written consent of the other Party.

4.4. Entirety & Amendments. This Agreement contains the entire agreement between the Parties with respect to the matters provided for herein. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties. No oral understanding or agreement not incorporated herein shall be binding on either Party.

4.5. Severability. If any part of this Agreement is held, determined, or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

4.6. Notices. Notices or other communications which may be required or provided under the terms of this Agreement shall be given as follows:

CITY OF PLACENTIA  
Public Works Department  
401 E Chapman Ave  
Placentia, CA 92870  
Attn: Director of Public Works

CITY OF FULLERTON  
Public Works Department  
303 W Commonwealth Ave  
Fullerton, CA 92832  
Attn: Public Works Director

All notices shall be in writing and deemed effective when delivered in person or deposited in the United States mail, first class postage prepaid and addressed as above. Notwithstanding the above, the Parties may also provide notices by facsimile transmittal, and any such notice so given shall be deemed to have been given upon receipt during normal business hours or, in the event of receipt after business, on the following business day. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion shall be deemed not given

4.7. Governing Law & Venue. This Agreement shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties agree to submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.

4.8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4.9. Termination. In the event either party defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, the non-breaching Party shall have the option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. In the event the breaching Party cures such default within such thirty (30) day period, the election to terminate shall be deemed revoked and of no further force and effect as to that particular default.

4.10. Consent to Breach Not Waiver. No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by and through their authorized officers this 19<sup>th</sup> day of November 2024.

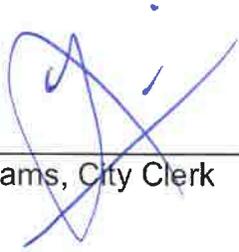
CITY OF FULLERTON  
A Municipal Corporation

Date: 10/29/24

By:

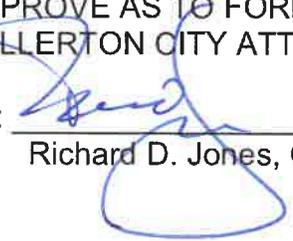
  
Stephen Bise, Public Works Director

ATTEST:



\_\_\_\_\_  
Lucinda Williams, City Clerk

APPROVE AS TO FORM:  
FULLERTON CITY ATTORNEY

By:   
\_\_\_\_\_  
Richard D. Jones, City Attorney

CITY OF PLACENTIA,  
A Municipal Corporation

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

By: \_\_\_\_\_  
Damien R. Arrula, City Administrator

ATTEST:

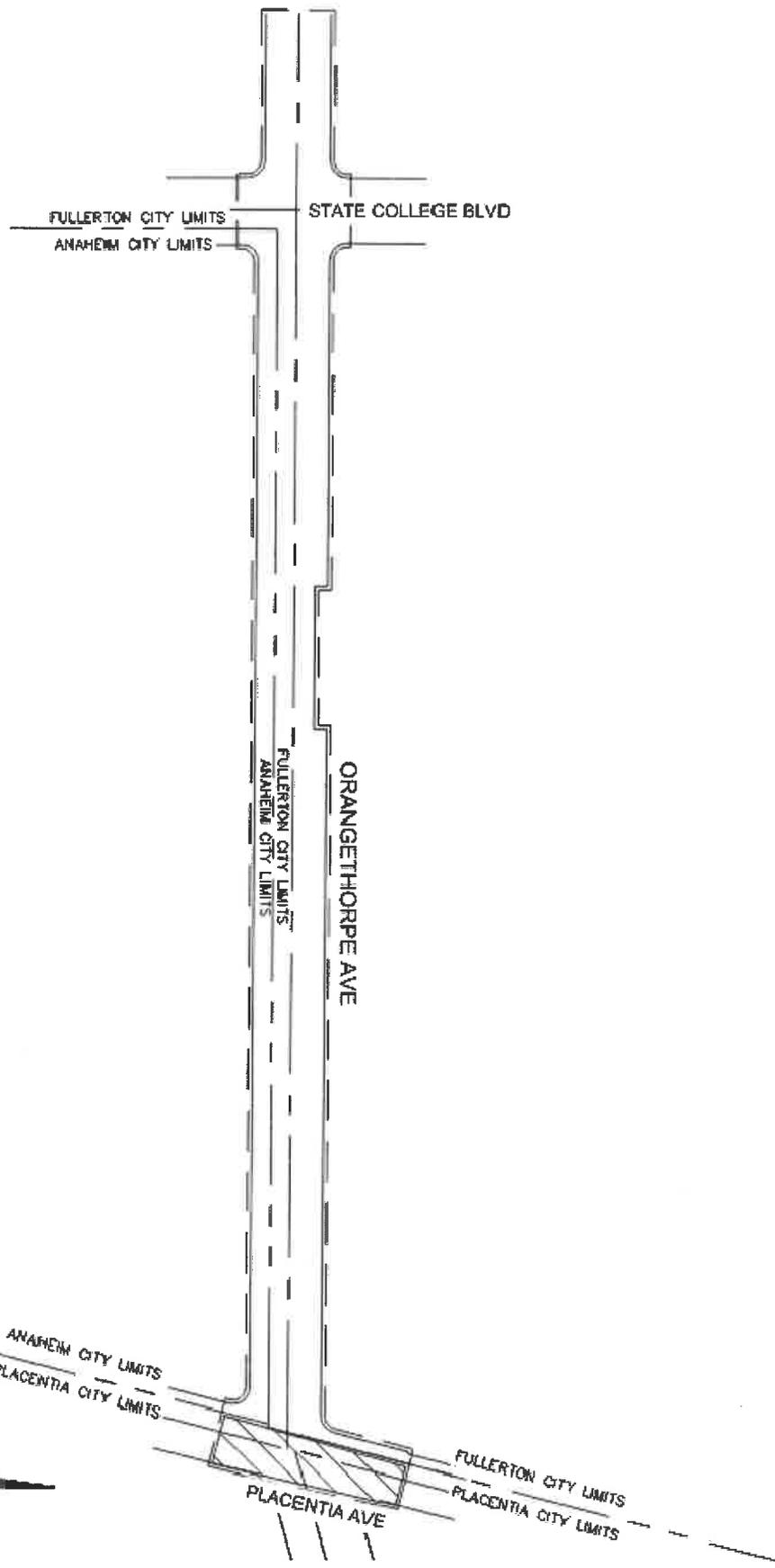
\_\_\_\_\_  
Robert S. McKinnell, City Clerk

APPROVE AS TO FORM:  
PLACENTIA CITY ATTORNEY

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

**Exhibit "A"**  
**Project Location Map**

- LEGEND:**
-  CITY OF PLACENTIA PORTION OF WORK
  -  CENTER LINE
  -  CITY LIMITS
  -  PROJECT LIMITS



ATTACHMENT: EXHIBIT A - LOCATION MAP

**Exhibit "B"**

**Cost Sharing Amount:**

**City of Placentia**

ORANGETHORPE STREET REHABILITATION  
 FULLERTON CITY PROJECT NO. 44062  
 PLACENTIA PORTION ONLY - PRELIMINARY ESTIMATE

Item	Item Description	Quantity	Units	Unit Price	Contract Amount
1	Mobilization	0.05	LS	\$390,000.00	\$19,500.00
2	Water Pollution Control	0.05	LS	\$15,000.00	\$750.00
3	Traffic Control	0.05	LS	\$346,000.45	\$17,300.02
24	Cold Mill (2")	20,711	SF	\$0.55	\$11,391.05
28	Asphalt Rubberized Hot Mix (ARHM)	259	TON	\$135.00	\$34,949.81
45	Adjust Sewer Manhole to Grade - Placentia Std	2	EA	\$1,175.00	\$2,350.00
48	Traffic Striping and Signage	0.08	LS	\$37,289.00	\$3,165.13
	<b>Total</b>				<b>\$89,406.02</b>

Total Design \$134,400 (Placentia Portion 5%)	\$6,720.00
10% Construction Contingency	\$8,940.60

**ROUNDED TOTAL NOT TO EXCEED AMOUNT \$105,500.00**

**RESOLUTION NO. R-2024-75**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2024-25 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.**

**A. Recitals.**

(i). The adopted budget for the 2024-25 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 2024-25, Resolution No. R-2024-75, is hereby amended to adjust the following accounts as specified below:

<b>Fund</b>	<b>Description</b>	<b>Department</b>	<b>GL Account</b>	<b>Amount</b>	<b>Type</b>
Capital Project	City of Fullerton Reimbursement	Public Works	796098-6740	\$110,000	Expense

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 19<sup>th</sup> DAY OF NOVEMBER 2024.**

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

ATTEST:

\_\_\_\_\_  
Robert McKinnell, City Clerk

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, Robert McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 19<sup>th</sup> day of November 2024 by the following vote:

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

\_\_\_\_\_  
Robert McKinnell, City Clerk

APPROVED AS TO FORM:

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

**CITY OF PLACENTIA  
PUBLIC WORKS AGREEMENT FOR THE  
FY 2023-24 ARTERIAL STREETS REHABILITATION PROJECT**

THIS AGREEMENT (herein "Agreement") is made and entered into this 19th day of November 2024 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and SEQUEL CONTRACTORS INC. (herein "Contractor"). The parties hereto agree as follows:

**WITNESSETH:**

A. WHEREAS, City requires the construction of arterial street improvements as set forth more fully in this Agreement.

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

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

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

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

**1.0 DEFINITIONS**

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

- (a) Contractor. Contractor shall mean Sequel Contractors Inc. a (California corporation, partnership, individual) located at 13546 Imperial Highway Santa Fe Springs, CA 90670.
- (b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman Ave., Placentia, California 92870.
- (c) City Council. City Council shall mean the City Council of the City of Placentia.
- (d) Contract Officer. Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.

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

## 2.0 SERVICES OF CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

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

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written

approval of the Contractor. Any increase in compensation of ten percent (10%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less, may be approved by the Contract Officer. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

2.10 Prevailing Wage Laws. Contractor represents and warrants that it is registered with the Department of Industrial Relations as required by SB 854 and Labor Code 1725.5 and understands that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall ensure that its subcontractors comply with said requirements. Contractor shall comply with Labor Code Section 1771.4 and shall post all legally required job site notices. In accordance with Labor Code Section 1770 et seq., the Director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated by reference into this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et. seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

### 3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of two million eight hundred and twenty four thousand six hundred dollars and forty cents (\$2,824,600.40) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

#### 4.0 PERFORMANCE SCHEDULE

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

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

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

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than November 19, 2025, unless the parties mutually agree in writing to extend the term.

#### 5.0 COORDINATION OF WORK

5.1 Representative of Contractor. The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Sequel Contractors Inc.  
ATTN: Thomas Pack  
13546 Imperial Highway  
Santa Fe Springs, CA 90670

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

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

Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

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

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

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

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

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

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from

those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

- (b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.
- (c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

## 6.0 INSURANCE, INDEMNIFICATION, AND BONDS

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

### Conditions:

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

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

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

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

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other

remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

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

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

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

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

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.
- (b) Contractor will promptly pay any judgment rendered against the City, its officers, officials, employees, agents, or volunteers for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors', or invitees') negligent performance of or failure to perform such work, operations, or activities hereunder; and Contractor agrees to save and hold the City, its officers, officials, employees, agents, and volunteers harmless therefrom.
- (c) In the event the City, its officers, officials, employees, agents, or volunteers are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of

or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, officials, employees, agents, or volunteers any and all costs and expenses incurred by the City, its officers, officials, employees, agents, or volunteers in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.

- (d) Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any State or Federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

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

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

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

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

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

## 7.0 RECORDS AND REPORTS

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

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

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

7.4 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information, and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 7924.510, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without

limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

## 8.0 GENERAL PROVISIONS

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

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

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

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.3 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

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

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

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

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City Four Thousand Two Hundred Dollars (\$4,200.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit "A") or Schedule of Performance (Exhibit "B"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

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

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

To City: City of Placentia  
401 E. Chapman Ave.  
Placentia, California 92870  
Attn. Gabriel Guerrero:

To Contractor: Sequel Contractors Inc.  
ATTN: Thomas Pack  
13546 Imperial Highway  
Santa Fe Springs, CA 90670

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

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

Contractor and its officers, employees, associates, and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates, and subcontractor shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates, or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if any, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Agreement.

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

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

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

8.16 Hiring of Illegal Aliens Prohibited. Contractor shall not hire or employ any person to perform work within the City of Placentia or allow any person to perform work required under this

Agreement unless such person is properly documented and legally entitled to be employed within the United States. Further, Contractor shall comply with the following:

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

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

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

8.19 PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer

contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

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

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

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

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

8.23 Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation

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

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

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

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

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

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

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

8.30 Funding Source Conditions – Contractor's Obligation. Contractor acknowledges that the City may be paying for the Project by using funds it receives or will receive from various funding sources in the form of grants and/or subsidies, and the like under certain terms and conditions. Contractor warrants that it is not suspended or debarred from doing business with the United States government and can legally be paid from federal funds. Contractor acknowledges and agrees that any failure of the Contractor and/or its subcontractors to perform its obligations under the Contract, including, but not limited to, timely submitting accurate reports and records, that in any way results in the City not meeting the terms and conditions placed on the funds by the funding source, or forfeiting its entitlement to or, otherwise, not receiving, the funds, then the Contractor shall be liable to pay the City for the funds not granted to the City on the Project.

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

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

ATTEST:

CITY OF PLACENTIA,  
A municipal corporation and Charter City

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

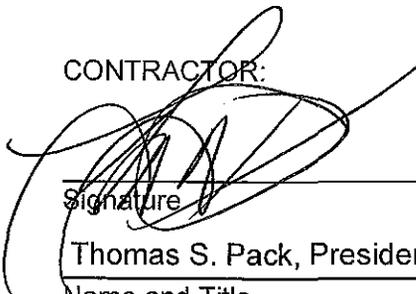
Date: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

CONTRACTOR:

  
\_\_\_\_\_  
Signature

Date: 11/7/24

\_\_\_\_\_  
Thomas S. Pack, President  
Name and Title

\_\_\_\_\_  
95-4301424  
Social Security or Taxpayer ID Number

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

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

APPROVED AS TO INSURANCE:

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

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Gabriel Guerrero-Gabany, Senior Civil Engineer

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

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Chris Tanio, Director of Public Works

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of Los Angeles )

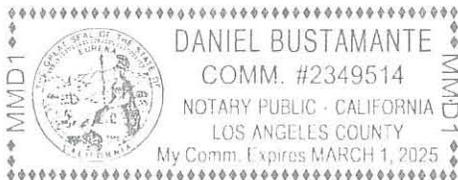
On 11/7/24 before me, Daniel Bustamante, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared James S. Pack, President
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Daniel Bustamante
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:
Document Date: Number of Pages:
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

# SEQUEL CONTRACTORS, INC.

ST. LIC #610600A

13546 IMPERIAL HWY  
SANTA FE SPRINGS, CA 90670

Fax (562) 802-7499

(562) 802-7227 Office

## ACTION BY UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF SEQUEL CONTRACTORS, INC.

The undersigned being all of the Directors of SEQUEL CONTRACTORS, INC. a California Corporation, do hereby take the following action by this written consent at a meeting of the Board of Directors held on April 4, 2024 in accordance with the Bylaws of the Corporation and the California Corporation Code.

WHEREAS, the Board of Directors deems it advisable to authorize the officers of the Corporation, Abel Magallanes, Thomas S. Pack and Michael A. Mahler, respectively, to execute bid bonds on behalf of the Corporation with any agency, person, company or municipality;

RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler are authorized to execute labor, material, and faithful performance bonds in connection with contracts to be entered into with any agency, person, company or municipality;

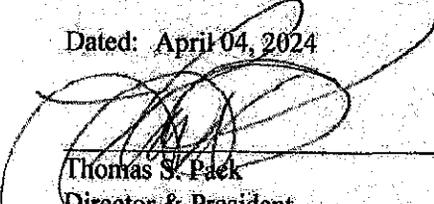
RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler are authorized and directed to execute and deliver street improvement contracts and related agreements with any agency, person, company or municipality on such terms conditions as they deem advisable in their sole discretion;

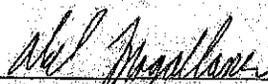
RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler be, and they hereby are authorized by their sole signatures on any document to bind this corporation to contract, bids, bonds, etc.;

RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler be, and they hereby are authorized and directed to take any and all such other actions and execute such other documents as may be necessary or appropriate to carry out the purposes of the foregoing authorizations.

In witness thereof, the undersigned Directors have executed this unanimous written consent to indicate this adoption of the consent of the foregoing resolution and the action set forth therein.

Dated: April 04, 2024

  
\_\_\_\_\_  
Thomas S. Pack  
Director & President

  
\_\_\_\_\_  
Abel Magallanes  
Vice President & Assistant Secretary

  
\_\_\_\_\_  
Michael A. Mahler  
Director & Secretary

**CITY OF PLACENTIA**  
**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENT: That,

WHEREAS, the CITY OF PLACENTIA (hereinafter called the "City") has awarded to Sequel Contractors Inc., a California corporation (hereinafter "Principal"), an Agreement, dated November 19, 20 24 ("Agreement") whereby Principal agreed to provide construction services including FY 2023-24 ARTERIAL STREETS REHABILITATION PROJECT;

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

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

NOW, THEREFORE, we, Sequel Contractors Inc, as Principal, and Merchants Bonding Company (Mutual) as Surety, are held and firmly bound unto the City in the sum of Two million eight hundred and twenty four thousand six hundred dollars and forty cents Dollars (\$ \$2,824,600.40) this amount being not less than one hundred percent (100%) of the total contract price under Agreement, lawful money of the United States of America for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly by these presents.

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

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

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

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

of the obligations of the Principal under the Agreement guaranteed pursuant to this bond is rescinded or must be returned or restored by the City, this bond shall be automatically reinstated and shall continue to be in effect as if such payment had not been made.

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

IN WITNESS WHEREOF three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the 7th day of November, 2024, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Seal)  
SURETY Merchants Bonding Company (Mutual)  
By   
\_\_\_\_\_  
Timothy D. Rapp, Attorney in Fact  
\_\_\_\_\_  
6700 Westown Parkway  
\_\_\_\_\_  
West Des Moines, IA, 50266-7754  
\_\_\_\_\_  
ADDRESS

(Seal)  
PRINCIPAL Sequel Contractors, Inc.  
By   
\_\_\_\_\_  
Thomas S. Pack, President  
\_\_\_\_\_  
Michael A. Mahler, Secretary  
13546 Imperial Highway  
\_\_\_\_\_  
Santa Fe Springs, CA 90670  
\_\_\_\_\_  
ADDRESS

APPROVED:  
required from all

Two (2) Notarized Signatures  
Corporations.

\_\_\_\_\_  
CITY ATTORNEY

#### INSTRUCTIONS

1. The above bond must be executed by both the Principal and the Surety.
2. If the Principal is a corporation, the bond must be executed in the corporate name and signed by the President or a Vice-President and the Secretary or Assistant Secretary, and the corporate seal affixed. If the Principal is a partnership, all partners must sign it. If the Principal is an individual doing business under a fictitious name, it must be signed by all persons having an interest in the business, and the fictitious name must be signed also.  
The bond must be notarized by both the Principal and the Surety.
3. The City Attorney of the City of Placentia must approve the bond.
4. The bond, after approval, must be filed with the City Clerk of the City of Placentia.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

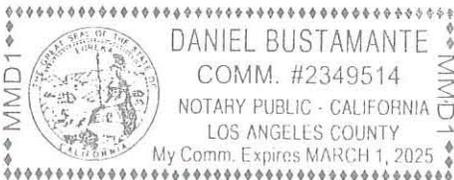
State of California )  
County of Los Angeles )

On 11/7/24 before me, Daniel Bustamante, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Thomas S. Peck, President and Michael A. Mahler, Secretary  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Daniel Bustamante  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange )

On November 7, 2024 before me, Debra Swanson, Notary Public  
(insert name and title of the officer)

personally appeared Timothy D. Rapp  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Debra Swanson (Seal)



**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, Individually,

Douglas A Rapp; Timothy D Rapp

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

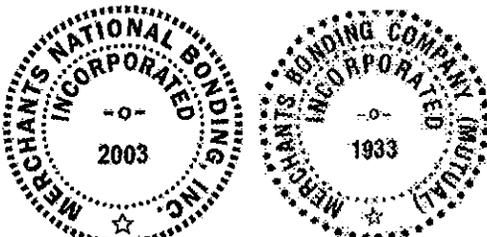
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.

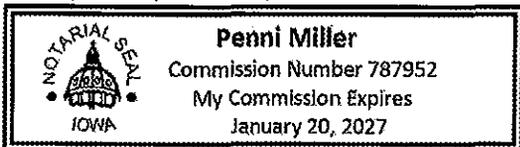


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 3rd day of February 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

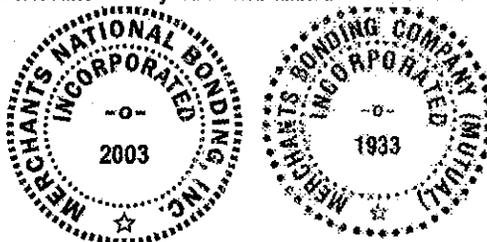


(Expiration of notary's commission does not invalidate this instrument)

*Penni Miller*  
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7th day of November, 2024.



*William Warner Jr.*  
Secretary

(Use of City Bond Form is Required)

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

Bond Number: 101218165

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, Sequel Contractors, Inc., as Principal, has entered into a contract dated November 19, 2024, with the City of Placentia (Obligee) referred to and made a part hereof to perform the following work, to wit: FY 2023-24 ARTERIAL STREETS REHABILITATION PROJECT and all appurtenant work in accordance with PROJECT NO. ....., which requires Principal to file this bond to secure claims made in relation to the project.

NOW THEREFORE, we, Sequel Contractors, Inc., as Principal, and Merchants Bonding Company (Mutual), a corporation organized under the laws of Iowa and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of Placentia, as Obligee, and all sub-contractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of Two million eight hundred and twenty four thousand six hundred dollars and forty cents Dollars (\$2,824,600.40), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

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

for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under the Civil Code so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

IN WITNESS THEREOF, we have hereunto set our hands and seals this 7th day of November, 2014.

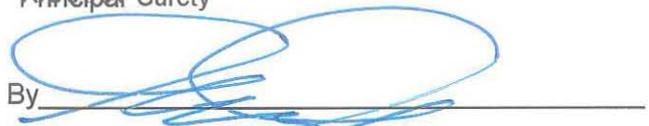
(Corporate Seal)

Sequel Contractors, Inc.  
Principal

By   
Thomas S. Pack, President  
Title

(Corporate Seal)

Merchants Bonding Company (Mutual)  
Principal Surety

By   
Timothy D. Rapp, Attorney in Fact  
Title

APPROVED AS TO FORM:  
/s/ Christian L. Bettenhausen  
City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

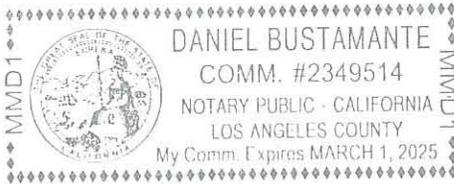
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of Los Angeles )
On 11/7/24 before me, Daniel Bustamante, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Thomas S. Pach, President
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Daniel Bustamante
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:
Document Date: Number of Pages:
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange )

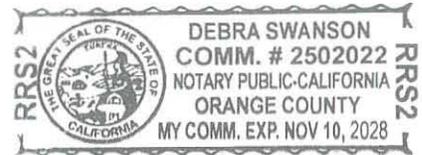
On November 7, 2024 before me, Debra Swanson, Notary Public  
(insert name and title of the officer)

personally appeared Timothy D. Rapp,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in  
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Debra Swanson (Seal)



# MERCHANTS BONDING COMPANY

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Douglas A Rapp; Timothy D Rapp

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

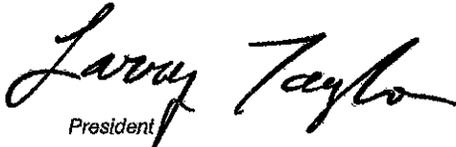
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this Instrument to be signed and sealed this 3rd day of February, 2024.

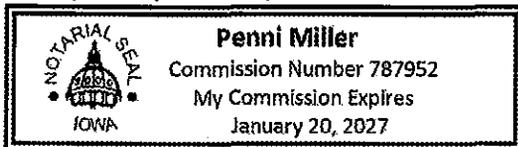


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By   
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 3rd day of February 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

  
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7th day of November, 2024.



  
Secretary

**SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL**

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

Sequel Contractors Inc  
Thomas S. Pack President

Abel Magallanes, Vice President

Michael A. Mahler, Secretary

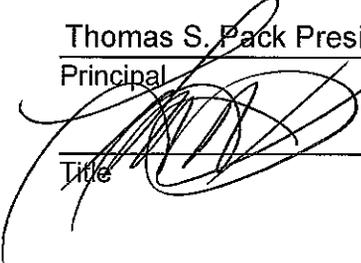
Business Address:

13546 Imperial Highway, Santa Fe Springs Ca 90670

Telephone Number: (562) 802-7227

Date: 11/7/24

Print Name: Thomas S. Pack President  
Principal

Signature:   
Title

**TAX IDENTIFICATION NUMBER**

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

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

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

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

Exempt: Yes \_\_\_ No X Telephone ( 562)802 7227 \_\_\_\_\_

CORPORATION: Sequel Contractors Inc \_\_\_\_\_

U.S.A. OR ANY AGENCIES THEREOF: 95-43014242 \_\_\_\_\_

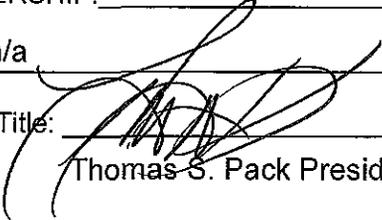
IRS CODE #501 TAX-EXEMPT ORGANIZATION: n/a \_\_\_\_\_

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: n/a \_\_\_\_\_

SOLE PROPRIETOR: n/a \_\_\_\_\_

A PARTNERSHIP: n/a \_\_\_\_\_

OTHER: n/a \_\_\_\_\_ (Explain)

Signature/Title:  Date: 11/7/24 \_\_\_\_\_

Thomas S. Pack President

**BID GUARANTEE**

**TO THE CITY OF PLACENTIA**  
**PROJECT NO. FY 2023-24 ARTERIAL STREETS REHABILITATION PROJECT**

As a material inducement to the City to award the contract for Project No. FY 2023-24 ARTERIAL STREETS REHABILITATION PROJECT to Sequel Contractors Inc, the undersigned ("Guarantor") has agreed to enter into this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed by law the following work included in this project: SEE EXHIBIT A ("the work").

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

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

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

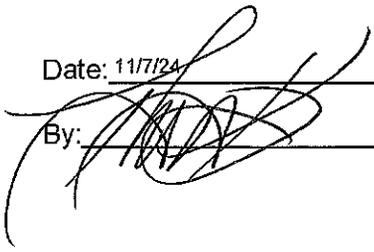
If the Guarantor fails or refuses to comply with this guarantee, the City shall be entitled to all costs and expenses, including attorneys and expert fees, reasonably incurred by reason of Guarantor's failure or refusal.

Guarantor

Contractor: Sequel Contractors Inc

Title: Thomas S. Pack President

Date: 11/7/24

By: 

**STATEMENT OF NON COLLUSION BY CONTRACTOR**

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

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

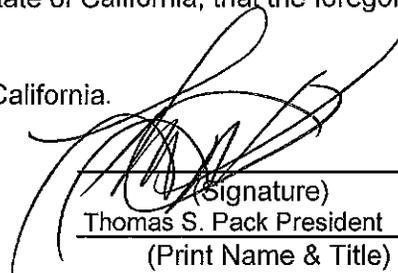
I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On 11/7/24 at Santa Fe Springs, California.

Firm Sequel Contractors Inc

Street 13546 Imperial Highway

City Santa Fe Springs State ca Zip 90670

  
\_\_\_\_\_  
(Signature)  
Thomas S. Pack President  
(Print Name & Title)

**EXHIBIT A**  
**SCOPE OF SERVICES**

The general items of work consist of: construction of ARHM pavement, cold mill, AC pavement reconstruction, signing, striping, markings, and pavement legends, adjust to grade existing manholes, adjust to grade existing water valves, protect existing utilities, construct catch basins, construct storm drain junction structure and pipes, sewer lining, sewer excavation point repair, survey markers and monument preservation and restoration, construction staking and such other items or details, not mentioned above, that are required to complete the project.

**EXHIBIT B**

**SCHEDULE OF PERFORMANCE**

All work must be complete within 80 working days from the Notice to Proceed.

## EXHIBIT C

### INSURANCE REQUIREMENTS

#### A. Minimum Scope and Limits of Insurance

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

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

##### 1. Commercial General Liability Insurance

- Commercial general liability insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Minimum Limits: \$2,000,000.00 per occurrence; \$4,000,000.00 general aggregate; \$4,000,000.00 products/completed operations aggregate. The aggregate limit, encompassing the above coverage, shall apply separately to this project/location. The required limits may be provided by a combination of general liability insurance and commercial excess or umbrella liability insurance. If Contractor maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Contractor.
- Any deductible or self-insured retention shall be shown on the certificate of insurance. If the deductible or self-insured retention exceeds \$25,000.00, it must be approved in advance by City. Contractor is responsible for any deductible or self-insured retention and shall fund it upon City's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving City.
- Coverage shall be continued for three (3) years after completion of the work.
- City shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. City shall continue to be an additional insured for completed operations for three (3) years after completion of the work. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; and one of the following ISO completed operations forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.
- The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products/completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

- The policy shall cover inter-insured suits and include a “separation of insureds” or “severability” clause which treats each insured separately.
- The policy shall be endorsed to include a written waiver of the insurer’s right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- The policy shall not contain a contractors’ warranty or other similar language which eliminates or restricts insurance because of a subcontractor’s failure to carry specific insurance or to supply evidence of such insurance.
- Required evidence of coverage:
  1. Copy of the endorsements naming the City of Placentia, its officers, officials, employees, agents, and volunteers as additional insureds;
  2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
  3. Properly completed certificate of insurance; and
  4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.

**2. Business Automobile Liability Insurance**

- Minimum Limit: \$2,000,000.00 combined single limit per accident.
- Coverage shall apply to all owned, hired, leased, and non-owned vehicles.
- City shall be endorsed as additional insured.
- Required evidence of coverage:
  1. Copy of the endorsement naming the City of Placentia, its officers, officials, employees, agents, and volunteers as additional insureds; and
  2. Properly completed certificate of insurance.

**3. Workers’ Compensation & Employer’s Liability Insurance**

- Workers’ compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employer’s liability with limits of \$1,000,000.00 per accident; \$1,000,000.00 disease per employee; \$1,000,000.00 disease per policy.
- The policy shall include a written waiver of the insurer’s right to subrogate against City.
- Required evidence of coverage:
  1. Subrogation waiver endorsement; and
  2. Properly completed certificate of insurance.

**4. Contractor’s Pollution Liability Insurance**

- Minimum Limits: \$2,000,000.00 per pollution incident; \$2,000,000.00 policy aggregate.
- Coverage shall apply to pollution incidents at or from any location at which Contractor

is performing work under this Agreement.

- Any deductible or self-insured retention shall be shown on the certificate of insurance. If the deductible or self-insured retention exceeds \$25,000.00, it shall be approved in advance by City. Contractor is responsible for any deductible or self-insured retention and shall fund it upon City written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving City.
- City shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Additional insured status shall continue for three (3) years after completion of the work.
- The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- The insurance shall be continued for three (3) years after completion of the work.
- Required evidence of coverage:
  1. Copy of the endorsement naming the City of Placentia, its officers, officials, employees, agents, and volunteers as additional insureds;
  2. Copy of the endorsement or policy language indicating that coverage for the additional insureds is primary and non-contributory; and
  3. Properly completed certificate of insurance.

#### **5. Surety Bonds**

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

#### **6. Standards for Insurance Companies**

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

### **B. Documentation and Other Provisions**

1. The certificate of insurance shall include the following reference: FY 2023-24 Arterial Streets Rehabilitation Project
2. The name and address for additional insured endorsements and certificates of insurance is: City of Placentia, 401 E. Chapman Ave., Placentia, CA 92870.
3. **Defense fees and costs shall not deplete the limits of any insurance provided under this Agreement.**
4. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure the City is an additional

insured on insurance required from subcontractors.

5. Contractor agrees to waive and to obtain endorsements from insurers waiving subrogation rights against the City of Placentia, its officers, officials, employees, agents, and volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their insurance policies.
6. The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy.
7. Coverage shall be on a standard occurrence form. Claims-made forms are not acceptable. Modified, limited, or restricted occurrence forms are not acceptable.
8. Said policies shall not terminate, nor shall they be cancelled or coverage reduced, without at least thirty (30) days' written notice to the City. In the event of any cancellation or reduction in coverage or limits of any insurance, Contractor shall forthwith obtain and submit proof of substitute insurance. Should Contractor fail to immediately procure other insurance, as specified, to substitute for any cancelled policy or reduction in the required insurance limits, the City may procure such insurance at Contractor's sole cost and expense.
9. Current evidence of coverage shall be provided for the entire required period of insurance.
10. Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

**EXHIBIT D**  
**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**





**ADDITIONAL REMARKS SCHEDULE**

AGENCY Alliant Insurance Services, Inc.		NAMED INSURED Sequel Contractors, Inc. 13546 Imperial Highway Santa Fe Springs CA 90670	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Policy Period: 10/1/2023 - 10/1/2025  
 Policy Number: G70967145 005  
 Carrier: Westchester Surplus Lines Insurance Company  
 Occurrence Limit: \$2,000,000  
 Aggregate Limit: \$4,000,000

Proof of Insurance.

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

**BLANKET ADDITIONAL INSURED**  
**(Includes Products-Completed Operations If Required By Contract)**

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

**PROVISIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. 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. If, and only to the extent that, such 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. 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 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:

## COMMERCIAL GENERAL LIABILITY

- (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**

## **DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

#### **Designated Project(s):**

**EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT, PROVIDED THAT THE CONTRACT IS SIGNED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.**

#### **Designated Project**

#### **General Aggregate(s):**

**GENERAL AGGREGATE  
LIMIT SHOWN ON THE  
DECLARATIONS**

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule above:
1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate **Designated Project General Aggregate(s)** are scheduled above.
  2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
- 3.** Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
- 4.** The limits shown in the Declarations for **Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

COMMERCIAL GENERAL LIABILITY

1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C. Part 2. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
    - a. Damages under **Coverage B;** and
    - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.
- E. For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:
- "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".
- F. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

POLICY NUMBER: D□CO7Y7141□3□IL24

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

## **XTEND ENDORSEMENT FOR CONTRACTORS**

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> Who Is An Insured – Unnamed Subsidiaries</li> <li><b>B.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</li> </ul> | <ul style="list-style-type: none"> <li><b>C.</b> Incidental Medical Malpractice</li> <li><b>D.</b> Blanket Waiver Of Subrogation</li> <li><b>E.</b> Contractual Liability – Railroads</li> <li><b>F.</b> Damage To Premises Rented To You</li> </ul> |
|---|--|

**PROVISIONS**

**A. 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, joint venture or limited liability company, 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
- 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.** 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.

**B. 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".

**C. 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 or paramedic; 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**.

**D. BLANKET WAIVER OF SUBROGATION**

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 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 execution of the contract or agreement.

**E. 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.

**F. DAMAGE TO PREMISES RENTED TO YOU**

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <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:

- (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

## COMMERCIAL AUTO

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 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 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 – CONTRACTORS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

### **PROVISIONS**

1. 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, 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 a named insured when a written contract or agreement with you, 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.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 ( A) - 001

POLICY NUMBER: UB-7Y767841-24-26-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

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.)

Endorsement Effective 10/1/2024 Insured

Policy No. UB7Y7678412426G

Endorsement No. Premium

Insurance Company

Countersigned by \_\_\_\_\_

Travelers Property and Casualty Insurance Company

DATE OF ISSUE: 10-14-24 ST ASSIGN:



## PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: November 19, 2024

Submitted by: Jeannette Ortega

From: Community Services

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### **Subject:**

Review the 35% rendering of the Proposed Placentia Dog Park Project No. 7405

### **Financial Impact:**

#### Fiscal Impact:

Expense: \$106,050 RHA Architectural and Engineering Services for Phase II  
Budget: \$ 56,250 FY 2023-24 CIP Budget (QUIMBY)  
\$ 49,800 Parks & Rec Impact Fee fund

### **Summary:**

On October 5, 2023, the City issued and publicly advertised a Request for Proposal (RFP) for professional landscape architecture design services for the proposed Placentia Dog Park Project No. 24705 (the "Project"). This proposed Project will include two separate off-leash spaces for large and small dogs. Additionally, improvements will include agility course features, site furnishings, landscape, optimal surface material, perimeter fencing, and automated irrigation system.

Staff received four (4) proposals, and after a thorough review selected RHA Landscape Architects Planners Inc. (RHA), based upon their response to the requirements of the RFP, their qualifications, and their experience in designing similar dog park projects. The agreement with RHA for Phase I includes providing the City with the most suitable location for a proposed dog park, project management, preliminary conceptual design, and cost estimates.

On January 23, 2024, the City Council approved Phase I of the 35% design concept in the amount of \$80,000. During this time, a City Council Dog Park Ad-Hoc Committee was formed to assist Staff and RHA in the design and location of the proposed dog park. The Ad -Hoc Committee is comprised of two Council Members and one Commissioner from the Parks, Arts, and Recreation Commission ("PARC").

During Phase I, RHA worked with Staff and the Ad-Hoc Committee to prepare conceptual plans based on Staff and Council's input and for consideration by the City's Parks, Arts, and Recreation Commission. Based on this input, RHA completed the conceptual design at 35%. This action tonight reviews the conceptual design at 35% and it is at this time that the City Council may elect to proceed with Phase II in the amount of \$106,050 with RHA. Phase II will fund the costs needed to complete the remaining 65% design of the project. It is estimated that the total construction costs would be just under \$2,000,000. At this time, there has been no

community input gathered for this project and no funding has been allocated for the balance of the Phase II of design or the estimated project construction cost and future maintenance costs.

**Recommendation:**

Recommended Action:

It is recommended that the City Council:

1. Review the 35% design renderings and provide feedback and direction for Staff.

**Strategic Plan Statement:**

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

**Discussion:**

The City Council budgeted \$80,000 for design services for the proposed Dog Park Project ("Project") in the Fiscal Year 2023-24 Capital Improvement Program. The general scope of work proposed for this Project includes identifying the most suitable location for the proposed dog park and designing two separate off-leash spaces for large and small dogs. Additionally, improvements include agility course features, site furnishings, landscape, optimal surface material, perimeter fencing, and automated irrigation system.

Staff publicly advertised a notice inviting proposals for professional landscape architecture design services for this project on October 5, 2023. The City received a total of four (4) proposals from well-qualified landscape architecture firms, all of whom have extensive experience in dog park design and development. The Proposal Review Committee consisted of the Director of Community Services, the Deputy Director of Community Services, the Public Works Senior Management Analyst, and the Community Services Management Analyst. The proposals were reviewed and scored based on the scoring criteria outlined within the request for proposals. RHA Landscape Architects Planners Inc. (RHA) ranked first based on their experience and expertise with similar projects and understanding of the work scope and approach of the City's proposed project. The contract scope of work includes conceptual design for all improvements and architecture services for the proposed design project.

During Phase I, RHA worked with Staff and the Ad-Hoc Committee to prepare conceptual plans based on Staff and Council's input and for consideration by the City's Parks, Arts, and Recreation Commission. Based on this input, RHA completed the conceptual design at 35%. This action tonight reviews the conceptual design at 35% and it is at this time that the City Council may elect to proceed with Phase II in the amount of \$ 106,050 with RHA, which will fund the costs needed to complete the remaining 65% design of the project.

At this time, there is no funding allocated for this project, and the community input process has not been completed. These two factors play a significant role in completing this project. Staff is requesting that council consider the following options:

1. Put the project on hold until community input is gathered, and funding is acquired for 100% design and Construction completion:
  - a. Design would remain as presented tonight, however, would not move further until funding was acquired and community input was gathered and analyzed.
  - b. Direct Staff to begin the community input process and propose alternate locations as "pilot" options for temporary dog parks before moving forward with the current design.
  - c. Through the community input process, Staff can gather insight into different locations

that could be used as "pilot" locations for a standard dog park by using temporary fencing. This allows the greater community to see the benefits of a dog park as well as provide Staff with considerations on areas to avoid for future planning. Pilot location dog parks would potentially remain open until funding is available to complete construction.

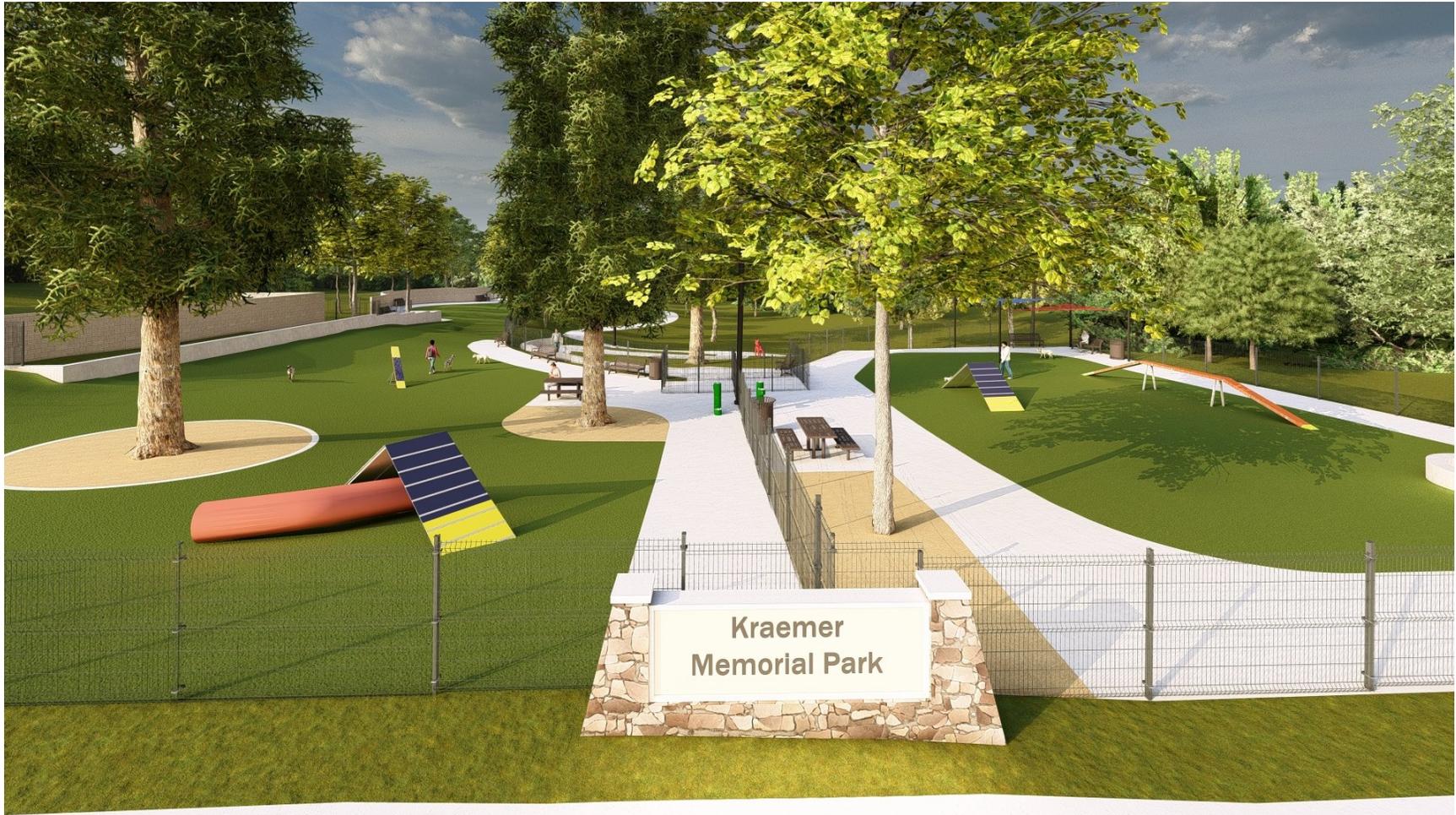
2. Continue with design concepts and move the project into 100% Design with prepared construction documents:
  - a. Funding for Construction would need to be allocated, with an estimated cost being just under \$2,000,000.

**Fiscal Impact Summary:**

The total cost for the services for Phase II of the proposed Dog Park design project amounts to \$106,050 to complete the remaining 65% of the design. Should the City Council approve proceeding with Phase II, the remaining design project cost of \$106,050 will be allocated to the Capital Improvement Program Budget for Fiscal Year 2024-25 during the City's regular mid-year budget review. At this time \$56,250 has been allocated for Phase II with Quimby funds, with the remaining balance of \$49,800 proposed to be funded from the Parks & Rec Impact fee fund.

**Attachments**

[Rendering of the Proposed Dog Park.docx](#)



**Rendering of the Proposed Dog Park  
from the Street view along Bradford Avenue**

**Between the Backs Community Building on the right and the Commercial Building on the left  
Small Dog Park on the right  
Large Dog Park on the left**



**Aerial View**

**Backs Community Building is situated on the top and the Commercial building on the bottom  
Small Dog Park on the top  
Large Dog Park on the bottom**



**Street Level View From Kreamer Park**

**Backs Community Building is situated on the left and the Commercial building on the right  
Small Dog Park on the left  
Large Dog Park on the right**



**Aerial View of the Small Dog Park**



**Street level view of the Small Dog Park**



**Street level view of the Small Dog Park**



**Aerial View of the Large Dog Park  
Main Entrance on the Right**



**Aerial View of the Large Dog Park  
Secondary Entrance**



**Street level view of the Large Dog Park  
(image of the Small Dog Park in the foreground)**



**Street level view of the Large Dog Park**



**Street level view of the Level Dog Park**



**Street level view of the Level Dog Park  
Secondary Entrance**



Agenda Item No: 3.d

## **PLACENTIA CITY COUNCIL AGENDA REPORT**

Meeting Date: November 19, 2024

Submitted by: Nicolette Drulias

From: City Administrator

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### **Subject:**

Study Session: Establishment of the Placentia Centennial Celebration Steering Committee

### **Financial Impact:**

#### Fiscal Impact:

There is no fiscal impact associated with this item at this time.

### **Summary:**

The City of Placentia created a working group of Staff from the City Administrator's Office, Community Services, and Public Works to begin initial planning efforts for the City's upcoming centennial celebration in 2026. The City will celebrate its centennial on December 2, 2026, and plans to celebrate all year long with centennial-themed events, merchandise, a new City logo and updated branding, community involvement, and a special birthday party celebration in December 2026. In order to promote community involvement and ensure we include unique community events and programs for this celebration, Staff is recommending the establishment of a Steering Committee comprised of different City organizations, non-profits, and recognized community groups. The Steering Committee will split off into Subcommittees working with Staff and other members to prepare recommendations for programming, events, and other items associated with the centennial celebrations.

### **Recommendation:**

Recommended Action: It is recommended that the City Council:

1. Receive and File the Staff Report; and
2. Ask any questions of Staff; and
3. Review and approve the composition of the Centennial Steering Committee; and
4. Designate two (2) City Council Members to serve on the Centennial Steering Committee; and
5. Review and approve the application for the Centennial Steering Committee; and
6. Authorize Staff to begin recruitment for the Steering Committee Members.

### **Strategic Plan Statement:**

This item is consistent with the City Council approved 5-Year Strategic Goal to Increase Community Engagement/ under Objectives #4.1 and #4.2, which is to Evaluate Alternative and More Creative Methods of Community Outreach and Increase Community Engagement/Outreach.

**Discussion:**

The City of Placentia is approaching a significant milestone, with its centennial celebration scheduled for December 2, 2026. Recognizing the importance of this historic event, the City has initiated early planning efforts by creating a working group composed of key staff members from the City Administrator's Office, Community Services, and Public Works. This working group has already begun laying the groundwork for a year-long celebration with community engagement efforts and activities highlighting Placentia's rich history and strong community. As part of the centennial celebration, the City plans to introduce centennial-themed merchandise, unveil a new City logo and update branding, and organize various events throughout 2026. These efforts will culminate in a birthday party celebration in December, commemorating the official 100th anniversary of Placentia's incorporation. The centennial allows the community to unite, honor our past, and encourage participation among residents, businesses, and local organizations.

To ensure that this celebration is inclusive and reflects the City's heritage, Staff recommends forming a Centennial Steering Committee of representatives from each City Department and seventeen (17) members from the following organizations:

- Two (2) City Council Members or their designee
- \*Five (5) Representatives from each City Council District
- One (1) Representative from the Kiwanis Club of Placentia
- One (1) Representative from the Rotary Club of Placentia
- One (1) Representative from the Placentia Library Board of Trustees
- One (1) Representative from the Placita Santa Fe Merchants
- One (1) Representative from the Placentia Chamber of Commerce Board
- One (1) Representative from the Placentia Women's Round Table
- One (1) Representative from the PYLUSD Staff/Board
- Two (2) Representatives from the Placentia Historical Committee
- One (1) Representative from the Senior Advisory Committee

\*The five (5) City Council District designees will be chosen in January by the 2025 City Council Members.

City staff will reach out to each of these groups and attend any necessary meetings to inform them of our goals for the Steering Committee and provide them with the information to designate one of their members to serve on the Steering Committee. In order to be a part of this Steering Committee, prospective members will submit an application for consideration. The draft application can be seen in Attachment #1.

A majority of the workload related to the Centennial planning is carried out by task-focused subcommittees. Subcommittees encapsulate objectives and tasks deemed essential by the Steering Committee. The recommended subcommittees include:

- Marketing Subcommittee  
The Marketing Subcommittee will work with a contractor to aid in the selection of the Placentia Centennial logo and branding design. The final design will be presented to the City Council for consideration and approval. This subcommittee will also be responsible for approving logo use on all Centennial materials. The logo and color palettes will be incorporated on flyers, brochures, promotional items, and other Centennial materials such as posters and volunteer shirts. The Subcommittee will also create a Centennial

Celebration website platform on the City website, assist with content suggestions, and maintain accountability for the relevancy and accuracy of posted information. The Marketing Subcommittee will work to provide the community with essential information about the upcoming celebrations, a finalized event and activities timeline, and dissemination of core marketing materials across various social media platforms and mailers.

- **Community/Business Participation Subcommittee**

The Community/Business Participation Subcommittee will work closely with local businesses to integrate centennial themes into their branding, promotions, and store displays throughout 2026. This may involve creating centennial-themed window displays, offering special promotions, and incorporating Placentia's 100-year celebration into product packaging. The subcommittee can also encourage businesses to sponsor centennial events and display their support through branded materials, such as banners or merchandise. Additionally, the subcommittee could engage the community in beautification projects, like mural paintings and historical landmark clean-ups, and organize volunteer efforts for centennial activities at the annual Love Placentia Day of Service event. Collaborating with businesses to host pop-up centennial booths would provide a platform for sharing historical information and merchandise. Business leaders could be recruited as Centennial Ambassadors, promoting the celebration and encouraging widespread business participation.

- **Special Events Subcommittee**

The Special Events Subcommittee will help plan the grand birthday celebration in December 2026, marking Placentia's official 100th anniversary. In addition, they will incorporate centennial themes into all city events throughout the year, enhancing celebrations with special activities and programming. The subcommittee will also assist in recruiting volunteers to support the birthday event and staff centennial booths at various city events, ensuring broad community involvement.

- **Historical Subcommittee**

The Historical Subcommittee will collaborate with local historians, the Placentia Library, and the Placentia Historical Committee to gather historical documents, photos, and stories for a centennial history book. The Subcommittee will oversee drafts and provide feedback to ensure the book accurately reflects the city's history and achievements. They will make recommendations for incorporating historical displays and exhibits into City events throughout 2026. They will also assist with extracting the time capsule and coordinate the creation and burial of a new one to be opened at a future milestone celebration.

- **Sponsorship Subcommittee**

The Sponsorship Program Subcommittee is tasked with developing an exciting and donor-flexible sponsorship program highlighting Placentia's Centennial Celebration plans and garners support from businesses and community members. This sponsorship program will also assist in subsidizing event direct costs. To enhance sponsor visibility, a recognition program will be created to highlight sponsors through social media, newsletters, and acknowledgments during centennial events. In-kind sponsorship options, where businesses contribute products or services instead of cash, could also be promoted, allowing for contributions like catering, printing, or donated items for raffles. Additionally, the Subcommittee could work with the Community/Business Participation

Subcommittee to feature a “Local Business Spotlight” at centennial events, allowing selected sponsors to showcase their products or services.

**Fiscal Impact Summary:**

There is no fiscal impact associated with this item at this time. The recommended actions will provide Staff with feedback and direction for beginning the centennial planning process and recruiting for the Centennial Steering Committee. Staff hopes to start recruiting for the Steering Committee once the committee's composition is approved, with the goal of beginning to meet with the Steering Committee at the end of February 2025. A total of \$30,000 was budgeted in the FY 2024-25 Budget to secure a contractor for the Centennial logo design and branding. As such, sufficient funds exist to begin the planning efforts and more will be budgeted in the next fiscal year.

**Attachments**

[Centennial Steering Committee Application.pdf](#)

[City Council Presentation 11-19-24.pptx](#)



# City of Placentia

## Application for Centennial Steering Committee

Centennial Steering Committee members will be divided into smaller subcommittees. Please indicate which subcommittee(s) you would be interested in serving on. If more than one, please rank in order of interest.

<input type="checkbox"/> Community/Business Subcommittee		<input type="checkbox"/> Sponsorship Subcommittee	
<input type="checkbox"/> Historical Subcommittee		<input type="checkbox"/> Special Events Subcommittee	
<input type="checkbox"/> Marketing Subcommittee			
First Name:		Middle Name:	Last Name:
Home Address:		City:	Zip Code:
Home Phone:	Driver's License No.:	Email Address.:	
Present Employer:	Work Address:		City & Zip Code:
Occupation:		Work Phone:	
How long have you lived in the City of Placentia?		Are you a U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No	Have you ever filed bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No
Former places of employment: From: To:	Job Title & Description:		
Former places of employment: From: To:	Job Title & Description:		
What are your qualifications, strengths, and experience relevant to the Centennial Steering Committee and desired Subcommittee?			
Reasons you are interested in serving on the Centennial Steering Committee:			
Property Interests in Placentia:			
Stock or Business Affiliations with organizations that may provide materials or services to the City of Placentia:			

Please Return the Completed Application via mail to:

City of Placentia  
Attn: Nicolette Drulias  
401 East Chapman Avenue  
Placentia, CA 92870

Or via email at:

[ndrulias@placentia.org](mailto:ndrulias@placentia.org)

**For any questions, please contact Communications and Marketing Manager  
Nicolette Drulias at (714) 993-8107 or [ndrulias@placentia.org](mailto:ndrulias@placentia.org).**



# City of Placentia

## Application for Centennial Steering Committee

### Background Information

You must respond to all of the following questions:

1. Were you ever employed by or have you served in any capacity at the City of Placentia?  
If yes, please describe:  Yes  No
  2. Are any of your relatives (by blood or marriage) employed by or have they served in any capacity at the City of Placentia?  
 Yes  No
  3. Have you ever been convicted of any crime or violated any law, ordinance, or statute (this includes traffic citations) other than a parking violation?  
 Yes  No
- ◆ If the answer to any of the above is “Yes,” explain in detail in the space provided below.

**Notice:** The City of Placentia is committed to reasonable accommodation for disabled persons. If you believe you may need reasonable accommodation to perform the duties of the position for which you are applying, you are encouraged to state it in the space below.

(use additional sheet if necessary)

### PLEASE READ CAREFULLY – APPLICANT’S CERTIFICATION AND AGREEMENT (MUST BE SIGNED AND DATED)

I hereby certify that the facts set forth in the above application are true and complete to the best of my knowledge. I understand that, if appointed, false statements on this application shall be considered sufficient cause for dismissal. I understand that, if appointed, such appointment will be subject to verification of data provided in my application and any related documents or résumé. I authorize education institutions, employers, law enforcement authorities, organizations and individuals having relevant information concerning my qualifications for appointment to release such information; and I release all concerned from any liability in connection therewith; and I understand that I can make a written request as to the nature and scope of said information. I understand that if appointed the City will conduct a DMV/criminal background check including fingerprinting. I understand that if appointed, I will be required to know, and comply with, all rules and regulations. I understand that the benefits, rules and regulations may be changed, modified, deleted, or added to at any time at the City’s sole option, and without prior notice.

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

## **DESCRIPTIONS OF THE CENTENNIAL STEERING COMMITTEE AND SUBCOMMITTEES**

### **CENTENNIAL STEERING COMMITTEE**

The core duties of the Centennial Steering Committee will revolve around guiding and coordinating the City's year-long celebration of its 100th anniversary in 2026. The committee will be responsible for ensuring the events and activities reflect the city's heritage, honor its past, and promote active participation from residents, businesses, and local organizations. The Steering Committee will be divided into five (5) task-oriented subcommittees, each focused on specific aspects of the celebration. These subcommittees will handle areas like marketing, historical preservation, special event planning, community and business engagement, and sponsorship acquisition. The committee's primary functions will include providing recommendations on centennial programming and events, working closely with city staff and contractors, and ensuring broad community involvement. They will also collaborate with various local organizations, non-profits, and recognized community groups to ensure the centennial celebration is inclusive and representative of the city's diverse interests. The Committee shall meet at least once a month beginning in 2025 through the end of 2026.

### **MARKETING SUBCOMMITTEE**

The Marketing Subcommittee will work with a contractor to aid in the selection of the Placentia Centennial logo and branding design. This Subcommittee will present their final logo to the City Council for consideration and approval. They will also be responsible for approving logo use on all Centennial materials. The logo and color palettes will be incorporated on flyers, brochures, promotional items, and other Centennial materials such as posters and volunteer shirts. They will also create a Centennial Celebration website platform on the City website, assist with content suggestions, and maintain accountability for the relevancy and accuracy of posted information. The Marketing Subcommittee will work to provide the community with essential information about the upcoming celebrations, a finalized event and activities timeline, and dissemination of core marketing materials across various social media platforms and mailers.

### **COMMUNITY/BUSINESS PARTICIPATION SUBCOMMITTEE**

The Community/Business Participation Subcommittee will work closely with local businesses to integrate centennial themes into their branding, promotions, and store displays throughout 2026. This may involve creating centennial-themed window displays, offering special promotions, and incorporating Placentia's 100-year celebration into product packaging. The subcommittee can also encourage businesses to sponsor centennial events and display their support through branded materials, such as banners or merchandise. Additionally, the subcommittee could engage the community in beautification projects, like mural paintings and historical landmark clean-ups, and organize volunteer efforts for centennial activities at the annual Love Placentia Day of Service event. Collaborating with businesses to host pop-up centennial booths would provide a platform for sharing historical information and merchandise. Business leaders could be recruited as Centennial Ambassadors, promoting the celebration and encouraging widespread business participation.

### **SPECIAL EVENTS SUBCOMMITTEE**

The Special Events Subcommittee will help plan the grand birthday celebration in December 2026, marking Placentia's official 100th anniversary. In addition, they will incorporate centennial themes into all city events throughout the year, enhancing celebrations with special activities and programming. The subcommittee will also assist in recruiting volunteers to support the birthday event and staff centennial booths at various city events, ensuring broad community involvement.

### **HISTORICAL SUBCOMMITTEE**

The Historical Subcommittee will collaborate with local historians, the Placentia Library, and the Placentia Historical Committee to gather historical documents, photos, and stories for a centennial history book. The subcommittee will oversee drafts and provide feedback to ensure the book accurately reflects the city's history and achievements. They will make recommendations for incorporating historical displays and exhibits into City events throughout 2026. They will also assist with digging up the time capsule and coordinate the creation and burial of a new one to be opened at a future milestone celebration.

## **SPONSORSHIP SUBCOMMITTEE**

The Sponsorship Program Subcommittee is tasked with developing an exciting and donor-flexible sponsorship program that innovatively highlights Placentia's Centennial Celebration plans and garners support from businesses and community members that may never have financially supported general community efforts until this opportunity. To enhance sponsor visibility, a recognition program could be created to highlight sponsors through social media, newsletters, and acknowledgments during centennial events. In-kind sponsorship options, where businesses contribute products or services instead of cash, could also be promoted, allowing for contributions like catering, printing, or donated items for raffles. Additionally, the subcommittee could work with the Community/Business Participation Subcommittee to feature a "Local Business Spotlight" at centennial events, allowing selected sponsors to showcase their products or services.



# City of Placentia

## Study Session: Establishment of the Placentia Centennial Celebration Steering Committee

November 19, 2024

# Background

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- Official Placentia Centennial Date: December 2, 2026.
- The City formed a working group of Staff from the City Administrator's Office, Community Services, and Public Works for initial centennial planning and ideas.
- The goal is to plan for a year-long celebration with centennial-themed events, merchandise, a new City logo and updated branding.
- Special birthday party celebration in December 2026.
- Emphasis on community involvement.
- Steering Committee to include City organizations, non-profits, and community groups.
- Subcommittees to work on event programming and celebration plans with Staff.



# Steering Committee Composition

- To ensure that this celebration is inclusive and reflects the City's heritage, Staff recommends forming a Centennial Steering Committee comprised of representatives from each City Department and seventeen (17) members from the following organizations:
  - Two (2) City Council Members or their designee
  - \*Five (5) Representatives from each City Council District (one person from each District)
  - One (1) Representative from the Kiwanis Club of Placentia
  - One (1) Representative from the Rotary Club of Placentia
  - One (1) Representative from the Placentia Library Board of Trustees
  - One (1) Representative from the Placita Santa Fe Merchants
  - One (1) Representative from the Placentia Chamber of Commerce Board
  - One (1) Representative from the Placentia Women's Round Table
  - One (1) Representative from the PYLUSD Staff/Board Member
  - Two (2) Representatives from the Placentia Historical Committee
  - One (1) Representative from the Senior Advisory Committee

\*The five (5) City Council District designees will be chosen in January once the new City Council Member is aboard.



# Steering Committee Application and Subcommittees

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- In order to be a part of this Steering Committee, prospective members will submit an application for consideration.
- The draft application can be seen in Attachment #1 in the City Council Agenda Packet.
- The application is modeled after our regular Commissions/Committees application and asks prospective members to indicate their preference for subcommittees to work on.
- A majority of the workload related to Centennial strategies is carried out by task-focused subcommittees. Subcommittees encapsulate objectives and tasks deemed essential by the Steering Committee.



# Marketing Subcommittee

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- The Marketing Subcommittee will:
  - Collaborate with a contractor on the selection of the Placentia Centennial logo and branding
  - Present the final design to the City Council for approval
  - Approve logo usage on all Centennial materials
  - Ensure the logo and color palette are included on:
    - Flyers, brochures, promotional items, posters, and volunteer shirts
  - Create a Centennial Celebration website platform on the City website
  - Assist with content suggestions and ensure relevancy and accuracy of information
  - Provide essential information about the Centennial celebrations
  - Finalized event and activities timeline
  - Disseminate core marketing materials via social media platforms and mailers



# Community/Business Participation Subcommittee

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- The Community/Business Participation Subcommittee will:
  - Collaborate with local businesses to integrate centennial themes into:
    - Branding, promotions, and store displays throughout 2026
    - Centennial-themed window displays, special promotions, and product packaging
  - Encourage businesses to sponsor centennial events
    - Display support through branded materials like banners or merchandise
  - Engage the community in beautification projects, including:
    - Mural paintings and historical landmark clean-ups
    - Organize volunteer efforts for centennial activities during Love Placentia Day of Service
  - Collaborate with businesses to host pop-up centennial booths for:
    - Sharing historical information and selling centennial merchandise
  - Recruit business leaders as Centennial Ambassadors to:
    - Promote the celebration and encourage widespread participation



# Special Events Subcommittee

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- The Special Events Subcommittee will:
  - Plan the grand birthday celebration in December 2026 for Placentia's 100th anniversary
  - Incorporate centennial themes into all city events throughout 2026
    - Enhance celebrations with special activities and programming
- Assist in recruiting volunteers for the birthday event
- Staff centennial booths at various city events to ensure community involvement



# Historical Subcommittee

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- The Historical Subcommittee will:
  - Collaborate with local historians, Placentia Library, and Placentia Historical Committee to gather:
    - Historical documents, photos, and stories for a centennial history book
  - Oversee drafts and provide feedback to ensure the history book reflects the city's history and achievements
  - Recommend incorporating historical displays and exhibits into city events throughout 2026
  - Assist with digging up the existing time capsule
  - Coordinate the creation and burial of a new time capsule for a future milestone celebration



# Sponsorship Subcommittee

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- The Sponsorship Program Subcommittee will:
  - Develop a donor-flexible sponsorship program to support Placentia's Centennial Celebration
    - Target businesses and community members, including those new to supporting community efforts
  - Create a sponsor recognition program to highlight sponsors via:
    - Social media, newsletters, and acknowledgments at centennial events
  - Promote in-kind sponsorship options where businesses can contribute:
    - Products or services such as catering, printing, or items for raffles
  - Collaborate with the Community/Business Participation Subcommittee to feature a “Local Business Spotlight” at centennial events
    - Allow selected sponsors to showcase their products or services



# Recommendations

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- It is recommended that the City Council take the following actions:
  - Receive and File the Staff Report; and
  - Ask any questions of Staff; and
  - Review and Approve the composition of the Centennial Steering Committee; and
  - Designate two (2) City Council Members to serve on the Centennial Steering Committee; and
  - Review and Approve the application for the Centennial Steering Committee; and
  - Authorize Staff to begin recruitment for the Steering Committee Members.



# Questions & Comments





Agenda Item No: 3.e

## PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: November 19, 2024

Submitted by: Carole Wayman

From: City Clerk

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### **Subject:**

Appointment to the Orange County Vector Control District

### **Financial Impact:**

Fiscal Impact: None

### **Summary:**

The Mayor and City Council have received a letter from the Orange County Vector Control District (OCVCD) to reappoint Mr. Craig S. Green, or a successor, to the Board of Trustees for the next term of office beginning in 2025 for two (2) or four (4) years. Mr. Green has expressed his desire to continue serving as the City's representative on the OCVCD Board of Trustees. The City Council has final discretion on the appointment and term.

Mr. Green's current term on the OCVCD Board of Trustees will expire on January 6, 2025. He was first appointed to the OCVCD Board in January 2017 and subsequently reappointed for several terms. He has attended 82 of the 87 meetings held for a 94 percent record of attendance during his term.

### **Recommendation:**

Recommended Action: It is recommended that the City Council:

1. Consider Mr. Craig S. Green for reappointment to the Orange County Vector Control District (OCVCD) Board of Trustees, or a successor, for a two (2) or four (4) year term; and
2. Direct Staff to notify the OCVCD of the City Council's appointment; and
3. Direct Staff to update the City's intergovernmental agencies, associations and subcommittees list.

### **Discussion:**

On January 10, 2023, the City Council approved former Council Member Craig S. Green to serve a two-year term for the OCVCD Board of Trustees. The Board of Trustees is comprised of 35 members, one from each of Orange County's 34 cities and one representing the County at large. The stipend for serving on the OCVCD Board of Trustees is \$100 per month. Mr. Green has expressed his desire to continue to serve on the OCVCD Board of Trustees.

OCVCD submitted an official correspondence (Attachment 1) on October 7, 2024 to request that Mr. Green be reappointed, or a successor, be appointed to the Board of trustees. As

stated in the letter, California Health and Safety Code that governs the duties and responsibilities of vector control agencies in California, permits and encourages a member of the City Council, or a member of the public that resides within the appointing agency's jurisdiction. The City Council has the discretion of determining the length of the terms, either for two (2) or four (4) years.

**Attachments**

[OCVCD Letter.pdf](#)

**2024 BOARD OFFICERS**

**PRESIDENT**  
Craig Green  
**VICE-PRESIDENT**  
Cecilia Hupp  
**SECRETARY**  
Robert Ruesch  
**DISTRICT MANAGER** Lora B. Young  
**CLERK OF THE BOARD** Tawnia E. Pett



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ocvectorcontrol  
 ocvector

**2024 BOARD OF TRUSTEES**

**ALISO VIEJO**  
Richard Hurt  
**ANAHEIM**  
Carlos Leon  
**BREA**  
Cecilia Hupp  
**BUENA PARK**  
Joyce Ahn  
**COSTA MESA**  
William Turpit  
**CYPRESS**  
Bonnie Peat  
**DANA POINT**  
John Gabbard  
**FOUNTAIN VALLEY**  
Kim Constantine  
**FULLERTON**  
Shana Charles  
**GARDEN GROVE**  
Stephanie Klopfenstein  
**HUNTINGTON BEACH**  
Pat Burns  
**IRVINE**  
Tammy Kim  
**LA HABRA**  
James Gomez  
**LA PALMA**  
Debbie S. Baker  
**LAGUNA BEACH**  
Mark Orgill  
**LAGUNA HILLS**  
Erica Pezold  
**LAGUNA NIGUEL**  
Gene Johns  
**LAGUNA WOODS**  
Shari L. Horne  
**LAKE FOREST**  
Robert Pequeño  
**LOS ALAMITOS**  
Tanya Doby  
**MISSION VIEJO**  
Robert Ruesch  
**NEWPORT BEACH**  
Erik Weigand  
**ORANGE**  
Jonathan Dumitru  
**PLACENTIA**  
Craig Green  
**RANCHO SANTA MARGARITA**  
April Josephson  
**SAN CLEMENTE**  
Steve Knoblock  
**SAN JUAN CAPISTRANO**  
John Taylor  
**SANTA ANA**  
Nelida Mendoza  
**SEAL BEACH**  
Nathan Steele  
**STANTON**  
Gary Taylor  
**TUSTIN**  
Rebecca Gomez  
**VILLA PARK**  
Crystal Miles  
**WESTMINSTER**  
Amy Phan West  
**YORBA LINDA**  
Peggy Huang  
**COUNTY OF ORANGE**  
Lisa Fernandez

October 7, 2024

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

Dear Mayor and Council Members:

The term of office of your representative, Craig Green, will expire on the first Monday in January 2025. As you know, Craig Green was appointed in January 2017, and has attended 82 of the 87 meetings held for 94 percent record of attendance.

The qualifications for your representative on the Board of Trustees are stated in Section 2022 of the California Health and Safety Code as follows:

"Section 2022. (b) Each person appointed by a city council to be a member of a board of trustees shall be a voter in that city and a resident of the portion of the city that is within the district."

Your representative is appointed to a two or four year term of office (Section 2024 of the Health and Safety Code) and cannot be replaced except for cause.

"Section 2024. (a) Except as provided in Section 2023, the term of office for a member of the board of trustees shall be for a term of two or four years, at the discretion of the appointing authority. Terms of office commence at noon on the first Monday in January."

It is the Board's request that you reappoint Craig Green, or a successor, for the next term of office for either two or four years. Once an appointment is made, please send notification to the District by mail or e-mail to: [tpett@ocvector.org](mailto:tpett@ocvector.org).

Sincerely,

Tawnia Pett  
Executive Assistant/Clerk of the Board

tep  
cc: Craig Green

**RECEIVED**

**OCT 10 2024**

CITY CLERK'S OFFICE  
CITY OF PLACENTIA