



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

CHAD P. WANKE
Mayor
District 4

JEREMY B. YAMAGUCHI
Mayor Pro Tem
District 3

THOMAS HUMMER
Councilmember
District 1

KEVIN KIRWIN
Councilmember
District 2

WARD L. SMITH
Councilmember
District 5

Robert S. McKinnell
City Clerk

Kevin A. Larson
City Treasurer

Rosanna Ramirez
Acting City Administrator

Christian L. Bettenhausen
City Attorney

**AGENDA
September 22, 2026**

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

Agenda Materials

Copies of all agenda materials are available online at www.placentia.org and at the City Clerk's Office. For questions regarding any agenda item, please contact the City Clerk's Office at (714) 993-8231 or email cityclerk@placentia.org. In compliance with California Government Code § 54957.5, any materials submitted to the majority of the Council/Board Members after distribution of this agenda that are non-exempt public records will be made available for public inspection at the City Clerk's Office during normal business hours.

How to View the Meeting

The public can observe the meeting via livestream on the City's website at www.placentia.org/pctv, live on cable television on AT&T Universe (Channel 99), Spectrum (Channel 3), or in person in the Council Chamber.

Procedures for Addressing the Council/Board Members

Public comments are received during the Oral Communications section of the agenda. No action may be taken on off-agenda items unless authorized by law. Public comments for Public Hearings will only be taken at the time of the hearing. It is requested to state your name for the record, then proceed to address the Council/Board. All speakers shall observe civility, decorum, and good behavior.

Members of the public may address the Council/Board on any agenda item before or during Council/Board's consideration of the item, and on any other matters within the Council/Board's jurisdiction by using any of the following methods:

- 1) **In-Person:** Complete a "Speaker Request Form" indicating the agenda item or subject matter you wish to address and submit it to the City Clerk before the item is called.
- 2) **Virtual via Zoom or Teleconference:** Join using a smartphone, tablet, or web browser at [City Council Meeting](#) or by teleconference at (669) 444-9171 and enter:
Meeting ID: 892 7208 2194# Passcode: 024545
To provide public comments via Zoom, use the "Raise Hand" button when the Clerk opens public comment. Phone participants may press *9 to raise their hand. When called upon, Zoom participants will be unmuted by the Clerk; phone participants must press *6 to unmute.
- 3) **Written Public Comments:** Submit written comments electronically for the Council/Board consideration by emailing cityclerk@placentia.org, by 3:00 p.m. the day of the meeting to ensure distribution.

Special Accommodations

In compliance with the Americans with Disabilities Act, if you need special accommodations contact the City Clerk's Office at (714) 993-8231. Notification at least 48 hours in advance of the meeting will enable the City to make arrangements to assure accessibility. (28 CFR 35.102.35.104 ADA Title II)

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 SPECIAL
MEETING AGENDA - CLOSED SESSION
September 22, 2026
5:00 p.m. - City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER

ROLL CALL

Council Member/ Board Member Hummer
Council Member/ Board Member Kirwin
Council Member/ Board Member Smith
Mayor Pro Tem/ Board Vice Chair Yamaguchi
Mayor/ Board Chair Wanke

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. If any members of the public are participating through Zoom, please raise your hand or press *9 if you are dialing in. There is a five (5) minute time limit for each individual addressing the City Council and Boards of Directors.

CLOSED SESSION PROCEEDINGS

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

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section § 54956.9(d)(2): 2 cases

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION/ CLAIM

Pursuant to Government Code Section § 54956.9(d)(1): 1 case
Leticia Arechiga De Leon & Gia Padilla - Claim No. GHC0084695

RECESS: The City Council and Boards of Directors will recess to their 6:00 p.m. Special Meeting.

PLACENTIA CITY COUNCIL SPECIAL MEETING AGENDA

September 22, 2026

**6:00 p.m. - City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER

ROLL CALL

Council Member/ Board Member Hummer
Council Member/ Board Member Kirwin
Council Member/ Board Member Smith
Mayor Pro Tem/ Board Vice Chair Yamaguchi
Mayor/ Board Chair Wanke

INVOCATION - Chaplain Tony Mercado

PLEDGE OF ALLEGIANCE - Police Chief Brad Butts

PRESENTATIONS

A. PROCLAMATIONS RECONGNIZING SEPTEMBER 17-23, 2026, AS CONSTITUTION WEEK AND SEPTEMBER 14, 2026, AS STAR-SPANGLED BANNER DAY

Presenters: Mayor Wanke and City Council

Recipients: Cindy Ferguson and Dory Fisher, NSDAR Mojave Chapter

B. RECOGNITION OF THE PLACENTIA PONY PUNISHERS 13U TEAM FOR WINNING THE 2026 PONY WORLD SERIES

Presenters: Mayor Wanke and City Council

Recipients: Placentia Pony Baseball Team, 13U Punishers

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. If any members of the public are participating through Zoom, please raise your hand or press *9 if you are dialing in. 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

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

1.a **CONSIDERATION TO WAIVE READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS**

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

1.b **APPROVAL OF MINUTES**

Recommended Action: It is recommended that the City Council:
Approve minutes of the Special Meeting of the City Council/Successor Agency/ICDA/PPFA on September 8, 2026.

1.c **REGISTERS FOR SEPTEMBER 22, 2026**

Fiscal Impact:

Check Registers: \$ 747,828.66

Electronic Disbursement Registers: \$3,850,876.14

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

1.d **ACCEPTANCE OF RESIGNATION FROM THE PLACENTIA VETERANS ADVISORY COMMITTEE**

Fiscal Impact:

None.

Recommended Action: It is recommended that the City Council:

1. Accept the resignation of Paul Henderson effective September 1, 2026, from the Veterans Advisory Committee; and
2. Update the City's Master Commission/Committee Vacancy List to include the vacancy on the Veterans Advisory Committee and solicit applications.

1.e **RESOLUTION ADOPTING A SIDE LETTER AGREEMENT AMENDING THE MEMORANDUM OF UNDERSTANDING OF THE CITY OF PLACENTIA POLICE MANAGEMENT ASSOCIATION TO UPDATE THE UNIFORM ALLOWANCE REPORTING**

Fiscal Impact:

There is no budget impact to adopt the attached resolution.

Recommended Action: It is recommended that the City Council:

Adopt Resolution No. R-2026-60, A Resolution of the City Council of the City of Placentia, California, amending Resolution No. R-2026-04 adopting a side letter agreement amending the memorandum of understanding of the City of Placentia Police Management Association to update the uniform allowance reporting.

1.f **RESOLUTION APPROVING AN AMENDMENT TO THE COMPENSATION PLAN FOR CITY OF PLACENTIA MID-MANAGEMENT AND EXECUTIVE MANAGEMENT EMPLOYEES TO UPDATE UNIFORM ALLOWANCE REPORTING**

Fiscal Impact:

There is no budget impact to adopt the attached resolution.

Recommended Action: It is recommended that the City Council:

Adopt Resolution No. R-2026-61, A Resolution of the City Council of the City of Placentia, California, amending Resolution No. R-2025-58 and amending the unrepresented Mid-Management And Executive Management Compensation Plan (MGT 25-27) to update the uniform allowance reporting.

1.g **AMENDMENT NO. 1 TO THE MAINTENANCE SERVICES AGREEMENT WITH AXIS GENERAL CONSTRUCTION INC. FOR STORM WATER PUMP STATION MAINTENANCE**

Fiscal Impact:

Annual Expense: \$49,140

Budget: \$160,400 (101-80401-6001)

Recommended Action: It is recommended that the City Council:

1. Approve Amendment No. 1 to the Maintenance Services Agreement with Axis General Construction Inc. to extend the contract term by two years and increase the contract amount by \$100,737.12 for a revised cumulative not-to-exceed contract amount of \$241,137.12 for the entire contract term; and
2. Authorize the Acting City Administrator, and/or her designee, to approve contract change orders up to 10% of the new cumulative not-to-exceed contract amount, or \$24,113.71; and
3. Authorize the Acting City Administrator, and/or her designee, to execute the necessary documents in a form approved by the City Attorney.

2. PUBLIC HEARINGS - None

3. REGULAR AGENDA - None

CITY COUNCIL MEMBERS REQUESTS

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

ADJOURNMENT

The City Council/Successor Agency/ICDA/PPFA Board of Directors will adjourn to the next regular City Council meeting on Tuesday, October 6, 2026.

CERTIFICATION OF POSTING

I, Brooke Lovell, 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 September 22, 2026, Special Meeting of the City Council, Successor Agency, and Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on September 17, 2026.

/s/ Brooke Lovell
Deputy City Clerk



Agenda Item No: 1.b

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 22, 2026

Submitted by: Brooke Lovell

From: City Clerk

Subject:

APPROVAL OF MINUTES

Recommended Action:

It is recommended that the City Council:

Approve minutes of the Special Meeting of the City Council/Successor Agency/ICDA/PPFA on September 8, 2026.

Attachments

[09.08.2026 CC MINUTES - SPECIAL MEETING.pdf](#)



Placentia City Council Special Meeting

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

MINUTES

September 8, 2026

City Council Chambers - 401 E. Chapman Avenue, Placentia, CA

MINUTES OF THE PLACENTIA CITY COUNCIL SPECIAL CLOSED SESSION MEETING – 5:00 P.M.

CALL TO ORDER - Mayor Wanke called the meeting to order at 5:01 p.m.

ROLL CALL - PRESENT: Council Member/Board Member Hummer, Kirwin, Smith, Yamaguchi, Wanke
ABSENT: None

ORAL COMMUNICATIONS - None

CLOSED SESSION PROCEEDINGS

City Clerk McKinnell announced the City Council/ Boards of Directors would recess to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings on the following:

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section § 54956.9(d)(2): 3 Cases

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section § 54956.9 (d)(1): 2 cases

- a. Orange County Health Care Agency vs City of Placentia, Case No. FA0024554
- b. Burroughs v. City of Placentia et al., Case No.30-2026-01542582-CU-CR-CJC

3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section § 54956.8: 2 cases

- a. Property: Right-of-way at 207 W. Crowther
Agency Negotiators: Acting City Administrator Ramirez; Director of Public Works/ City Engineer Tanio
Negotiating Party: BNSF Railway
Under Negotiation: Price and Terms of Payment
- b. Property: City right-of-way west of 450 S. Placentia Ave.
Agency Negotiators: Acting City Administrator Ramirez; Director of Development Services Lambert
Negotiating Party: CY Hospitality LLC
Under Negotiation: Price and Terms of Payment

RECESS - The City Council and Boards of Directors recessed until their 6:00 p.m. Special Meeting.

MINUTES OF THE PLACENTIA CITY COUNCIL SPECIAL MEETING - 6:00 P.M.

CALL TO ORDER - Mayor Wanke called the meeting to order at 6:05 p.m.

ROLL CALL - PRESENT: Council Member/Board Member Hummer, Kirwin, Smith, Yamaguchi, Wanke
ABSENT: None

STAFF PRESENT

City Attorney/Authority Counsel Christian Bettenhausen; Acting City Administrator Rosanna Ramirez; Fire Chief Jason Dobine; Director of Development Services Joe Lambert; Director of Public Works Chris Tanio; Director of Community Services Lydie Gutfeld; Acting Director of Finance Gavin Houn; City Clerk Robert McKinnell; Deputy City Clerk Brooke Lovell

INVOCATION - Chaplain Charles Frost

PLEDGE OF ALLEGIANCE - Fire Chief Jason Dobine

RECESSED due to a technological disruption at 6:07 p.m.

CONVENED into Closed Session at 6:11 p.m.

Staff reset the audiovisual equipment that caused the technological disruption.

RECONVENED into Open Session at 6:32 p.m. as the technological disruption was resolved.

ROLL CALL - PRESENT: Council Member/Board Member Hummer, Kirwin, Smith, Yamaguchi, Wanke

ABSENT: None

PRESENTATIONS - None

CLOSED SESSION REPORT

City Attorney/Authority Counsel Bettenhausen stated Council discussed five of the seven items and provided direction. Additionally, he reported Council would reconvene into closed session to discuss the remaining two items at end of the meeting. No further report.

CITY ADMINISTRATOR REPORT - None

ORAL COMMUNICATIONS

Santosh Sabnis requested clarification on the City Administrator vacancy, the appointment of acting City Administrator Ramirez, and related public communication.

City Clerk McKinnell stated the City Clerk's Office received the following electronic communications:

Alex Brown submitted two comments regarding reported management and data issues at the Orange County Animal Care and requested City Council to review its contract with the shelter; Michael Mavrovouniotis commented on Orange County Animal Care's leadership; Jane Doe submitted two comments requesting guidance from the City Attorney on potential conflict-of-interests regarding Mayor Pro Tem Yamaguchi, the July 21, 2026 landscaping agreement, and interactions involving Mr. Ganish and asked for clarification on any required disclosures or recusals; and Concerned OC Citizen requested information on the due diligence conducted regarding the Acting City Administrator's appointment.

CITY COUNCIL/BOARD MEMBER COMMENTS

Mayor Pro Tem Yamaguchi reported attending the Symphony in the Park at the Bradford House and thanked the Pacific Symphony and the Community Services Department for providing live classical-music programming in the community. He announced a second Symphony in the Park event on Saturday, September 12, 2026, at Parque de Arroyo Verde from 4:30 to 8:00 p.m., and encouraged residents to attend.

Mayor Wanke thanked all the members of the public for their patience as the City adhered to the new SB 707 Brown Act regulations during the technological disruption.

1. CONSENT CALENDAR

Acting City Administrator Ramirez requested items 1.f and 1.g to be continued to the Special Meeting of City Council on September 22, 2026. Motion by Kirwin, seconded by Yamaguchi, and carried a 5-0 vote, to continue items 1.f and 1.g to the Special Meeting of the City Council on September 22, 2026. Motion by Yamaguchi, seconded by Smith, and carried a 5-0 vote, to approve the balance of the Consent Calendar, as recommended.

1.a CONSIDERATION TO WAIVE READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS

Recommended Action: It is recommended that the City Council:

Approve.

(Approved 5-0, as recommended)

1.b APPROVAL OF MINUTES

Recommended Action: It is recommended that the City Council:

Approve minutes of the Special Meeting of the City Council/Successor Agency/ICDA/PPFA on July 21, 2026.

(Approved 5-0, as recommended)

1.c REGISTERS FOR SEPTEMBER 8, 2026

Fiscal Impact:

Check Registers: \$ 1,627,600.79

Electronic Disbursement Registers: \$ 5,867,687.49

Recommended Action: It is recommended that the City Council:

Receive and file.

(Approved 5-0, as recommended)

1.d APPROVE AN ADDENDUM TO THE DEFINED CONTRIBUTION PLANS FOR DESIGNATED MISCELLANEOUS EMPLOYEES PARTICIPATING IN THE 2.0% AT 60 OR 2.0% AT 62 RETIREMENT FORMULA UNDER CALPERS

Fiscal Impact: There is no budget impact to approve the attached addendum.

Recommended Action: It is recommended that the City Council:

1. Approve the amendment to the City of Placentia 401(a) Defined Contribution Plan administered by MissionSquare Retirement Solutions for designated miscellaneous employees participating in the City's 2.0% at 60 or 2.0% at 62 retirement formulas under CalPERS; and
2. Authorize the Acting City Administrator, or designee, to execute all necessary documents to update the plan.

(Approved 5-0, as recommended)

1.e APPROVE AN ADDENDUM TO THE DEFINED CONTRIBUTION PLAN FOR DESIGNATED FIRE EMPLOYEES NOT PARTICIPATING IN RETIREMENT FORMULAS PROVIDED UNDER CALPERS

Fiscal Impact: There is no budget impact to approve the attached addendum.

Recommended Action: It is recommended the City Council:

1. Approve the Addendum to the City of Placentia 401(a) Defined Contribution Plan administered by MissionSquare Retirement Solutions for designated Fire employees not participating in retirement formulas provided under CalPERS, reflecting the employer contribution provisions contained in the current labor agreements; and
2. Authorize the Acting City Administrator, or designee, to execute all necessary documents to update the plan.

(Approved 5-0, as recommended)

1.f RESOLUTION ADOPTING A SIDE LETTER AGREEMENT AMENDING THE MEMORANDUM OF UNDERSTANDING OF THE CITY OF PLACENTIA POLICE MANAGEMENT ASSOCIATION TO UPDATE THE UNIFORM ALLOWANCE REPORTING

Fiscal Impact: There is no budget impact to adopt the attached resolution.

Recommended Action: It is recommended that the City Council:

Adopt Resolution No. R-2026-60, A Resolution of the City Council of the City of Placentia, California, amending Resolution No. R-2026-04 adopting a side letter agreement amending the memorandum of understanding of the City of Placentia Police Management Association to update the uniform allowance reporting.

(Continued to the Special Meeting of the City Council on September 22, 2026)

Motion by Kirwin, seconded by Yamaguchi, and carried a 5-0 vote, to continue the item to a Special Meeting of the City Council on September 22, 2026.

1.g RESOLUTION APPROVING AN AMENDMENT TO THE COMPENSATION PLAN FOR CITY OF PLACENTIA MID-MANAGEMENT AND EXECUTIVE MANAGEMENT EMPLOYEES TO UPDATE UNIFORM ALLOWANCE REPORTING

Fiscal Impact: There is no budget impact to adopt the attached resolution.

Recommended Action: It is recommended that the City Council:

Adopt Resolution No. R-2026-61, A Resolution of the City Council of the City of Placentia, California, amending Resolution No. R-2025-58 and amending the unrepresented Mid-Management And Executive Management Compensation Plan (MGT 25-27) to update the uniform allowance reporting.

(Continued to the Special Meeting of the City Council on September 22, 2026)

Motion by Kirwin, seconded by Yamaguchi, and carried a 5-0 vote, to continue the item to a Special Meeting of the City Council on September 22, 2026.

1.h APPROVAL OF A MAINTENANCE SERVICES AGREEMENT FOR THE REPLACEMENT OF TRASH RECEPTACLES AT CHAMPIONS SPORTS COMPLEX IN THE AMOUNT OF \$80,034.12

Fiscal Impact:

Expense: \$70,034.12 Parks and Rec DIF Acct. #307-30000-9400 27-703

\$10,000.00 Cal Recycle SB 1383 Local Assistance Grant Acct. #203-80000-6122 27-103

Contingency: \$ 4,001.71 Acct. #307-30000-9400 27-703

Total Cost: \$84,035.83

Recommended Action: It is recommended that the City Council:

1. Approve a Maintenance Services Agreement with Vincor Construction, Inc. in the amount of \$80,034.12, with an additional 5% contingency in the amount of \$4,001.71, for a total not-to-exceed amount of \$84,035.83; and
2. Approve use of Cal Recycle SB 1383 Local Assistance Grant in the amount of \$10,000.00; and
3. Adopt Budget Resolution No. R-2026-62, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2026-27 in compliance with City Charter of the City of Placentia Section 1206 pertaining to appropriations for actual expenditures; and
4. Authorize the Acting City Administrator and/or her designee to execute the necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.i AMENDMENT NO. 2 TO PUBLIC WORKS AGREEMENT WITH R.J. NOBLE COMPANY FOR CONSTRUCTION SERVICES RELATED TO THE FY 24-25 RESIDENTIAL STREET REHABILITATION PROJECT NO. 26-104

Fiscal Impact:

Additional Expense: \$ 60,171.64 Extra work for soil stabilization and pavement reconstruction

Budget: \$654,176.00 Fiscal Year 2025-26 CIP, Measure M (211-90300-9600)

Recommended Action: It is recommended that the City Council:

1. Approve Amendment No. 2 to a Public Works Agreement with RJ Noble Company for an additional \$60,171.64 for a cumulative not-to-exceed amount of \$2,373,779.22; and

2. Authorize the Acting City Administrator, and/or her designee, to execute the necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.j AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH T.Y. LIN INTERNATIONAL, FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES RELATED TO THE GOLDEN AVENUE BRIDGE PROJECT NO. 1801

Fiscal Impact:

Additional Expense:	\$ 302,848.00	Construction Management and Inspection
Available Budget:	\$6,375,873.55	Total Project Budget
	\$2,200,000.00	Community Project Funding/Congressionally Directed Spending (CPFCDs) (505-90300-9600)
		Highway Bridge Program (HBP) (224-90400-9600)
	\$2,647,046.00	County of Orange OC Loop Segment D Contribution
	\$ 215,682.00	Measure U (including required City Federal Match)(102-90300-9600)
	\$1,313,145.55	

Recommended Action: It is recommended that the City Council:

1. Approve Amendment No. 1 to the Professional Services Agreement with T.Y. Lin International, for an additional \$302,848, to provide additional professional construction management and inspection services for the Golden Avenue Bridge Project for a cumulative contract not-to-exceed amount of \$1,015,939; and
2. Authorize the Acting City Administrator and/or her designee to execute the necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

2. PUBLIC HEARINGS - None

3. REGULAR AGENDA - None

CITY COUNCIL/BOARD MEMBERS REQUESTS

Mayor Pro Tem Yamaguchi requested to agendaize a review of the City's contract with Flock Security Camera Systems.

RECESSED into Closed Session at 6:39 p.m.

RECONVENED into Open Session at 7:29 p.m.

CLOSED SESSION REPORT

City Attorney/Authority Counsel Bettenhausen stated Council discussed the remaining two items, provided direction, and took no reportable action. He further reported a vacancy in the City Administrator position and stated pursuant to City policies; the Deputy City Administrator assumes the role during a vacancy. No further report.

ADJOURNMENT

The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 7:30 p.m., to a Special Meeting of City Council on Tuesday, September 22, 2026.

Chad P. Wanke, Mayor/Agency Chair

Robert S. McKinnell, City Clerk/Agency Secretary



Agenda Item No: 1.c

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 22, 2026

Submitted by: Gabriela Calin

From: Finance

Subject:

REGISTERS FOR SEPTEMBER 22, 2026

Financial Impact:

Check Registers: \$ 747,828.66

Electronic Disbursement Registers: \$3,850,876.14

Recommended Action:

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

Attachments

[EFT Register 08.31.2026.pdf](#)

[Check Register 09.02.2026.pdf](#)

[EFT Register 09.02.2026.pdf](#)

[ACH-EFT Register 09.10.2026.pdf](#)

[Check Register 09.10.2026.pdf](#)

City of Placentia
ACH/EFT Register 08.31.2026

Vendor	Date	Memo	Document Number	Amount	EFT Status
V000869 CIRA	8/27/2026	CITY LIABILITY PREMIUMS FY 26-27	00000146/1	2,221,430.76	EFT Payment
V001520 REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA	8/27/2026	July 2026 Services	00000146/2	491,978.60	EFT Payment
V001146 HOUSTON & HARRIS PCS INC	8/27/2026	Sewer Cleaning: July 2026	00000146/3	23,685.60	EFT Payment
E000004 ALBERT BERMUDEZ	8/31/2026	RETIREE SEPTEMBER 2026	00000146/5	560.00	EFT Payment
E000008 ANDREW DEAN	8/31/2026	RETIREE SEPTEMBER 2026	00000146/6	1,380.00	EFT Payment
E000013 ARLENE M COOK	8/31/2026	RETIREE SEPTEMBER 2026	00000146/7	522.78	EFT Payment
E000014 ARTHUR BURGNER	8/31/2026	RETIREE SEPTEMBER 2026	00000146/8	522.78	EFT Payment
E000019 CAROLYN DAVIS	8/31/2026	RETIREE SEPTEMBER 2026	00000146/9	180.39	EFT Payment
E000080 MARLA ANDERSON	8/31/2026	RETIREE SEPTEMBER 2026	00000146/10	522.78	EFT Payment
E000059 JOHN T ARMSTRONG	8/31/2026	RETIREE SEPTEMBER 2026	00000146/11	1,132.00	EFT Payment
E000058 JOHN P CHANDLER	8/31/2026	RETIREE SEPTEMBER 2026	00000146/12	1,586.00	EFT Payment
E000051 JAY SCOTT AUDISS	8/31/2026	RETIREE SEPTEMBER 2026	00000146/13	2,593.00	EFT Payment
E000049 JAMIE DELOS SANTOS	8/31/2026	RETIREE SEPTEMBER 2026	00000146/14	264.31	EFT Payment
E000039 GEOFFREY COBBETT	8/31/2026	RETIREE SEPTEMBER 2026	00000146/15	522.78	EFT Payment
E000033 DONALD BUNNELL	8/31/2026	RETIREE SEPTEMBER 2026	00000146/16	522.78	EFT Payment
E000020 CHARLES A BABCOCK	8/31/2026	RETIREE SEPTEMBER 2026	00000146/17	435.00	EFT Payment
E000098 ROBERTA JO DICKSON	8/31/2026	RETIREE SEPTEMBER 2026	00000146/18	180.39	EFT Payment
E000097 ROBERT D'AMATO	8/31/2026	RETIREE SEPTEMBER 2026	00000146/19	180.39	EFT Payment
E000096 ROBERT CHANG	8/31/2026	RETIREE SEPTEMBER 2026	00000146/20	1,277.00	EFT Payment
E000093 PRESTON DAVID	8/31/2026	RETIREE SEPTEMBER 2026	00000146/21	522.78	EFT Payment
E000085 MICHAEL BUSSE	8/31/2026	RETIREE SEPTEMBER 2026	00000146/22	842.15	EFT Payment
E000137 CAROL DOWNEY	8/31/2026	RETIREE SEPTEMBER 2026	00000146/23	522.78	EFT Payment
E000126 Aldwir Mamoun	8/31/2026	RETIREE SEPTEMBER 2026	00000146/24	522.78	EFT Payment
E000143 NORMAN ECKENRODE	8/31/2026	RETIREE SEPTEMBER 2026	00000146/25	522.78	EFT Payment
E000150 LILLIAN ESCOBOSA	8/31/2026	RETIREE SEPTEMBER 2026	00000146/26	503.50	EFT Payment
E000171 JUERGEN FRICKE	8/31/2026	RETIREE SEPTEMBER 2026	00000146/27	1,160.00	EFT Payment
E000172 GLENN H FULLER	8/31/2026	RETIREE SEPTEMBER 2026	00000146/28	1,160.00	EFT Payment
E000173 KAREN GALLANT	8/31/2026	RETIREE SEPTEMBER 2026	00000146/29	522.78	EFT Payment
E000185 KITTY GARNER	8/31/2026	RETIREE SEPTEMBER 2026	00000146/30	522.78	EFT Payment
E000152 ROSALINDA ESPINOZA	8/31/2026	RETIREE SEPTEMBER 2026	00000146/31	238.00	EFT Payment
E000213 DENNIS L GRIMM	8/31/2026	RETIREE SEPTEMBER 2026	00000146/32	435.00	EFT Payment
E000239 KATHERINE HOLTSCREW	8/31/2026	RETIREE SEPTEMBER 2026	00000146/33	560.00	EFT Payment
E000249 SUZETTE IRVINE	8/31/2026	RETIREE SEPTEMBER 2026	00000146/34	503.50	EFT Payment
E000254 ROBERT JENKINS	8/31/2026	RETIREE SEPTEMBER 2026	00000146/35	1,169.00	EFT Payment
E000255 SHARON JOHNSON	8/31/2026	RETIREE SEPTEMBER 2026	00000146/36	180.39	EFT Payment
E000301 CORINNE LOOMIS	8/31/2026	RETIREE SEPTEMBER 2026	00000146/37	560.00	EFT Payment
E000299 DIANE M LITTLE	8/31/2026	RETIREE SEPTEMBER 2026	00000146/38	437.00	EFT Payment
E000272 RICHARD L KIRKLAND	8/31/2026	RETIREE SEPTEMBER 2026	00000146/39	180.39	EFT Payment
E000259 TERRELL JUDD	8/31/2026	RETIREE SEPTEMBER 2026	00000146/40	522.78	EFT Payment
E000258 JANET JUAREZ	8/31/2026	RETIREE SEPTEMBER 2026	00000146/41	180.39	EFT Payment
E000256 ROBERT JONES	8/31/2026	RETIREE SEPTEMBER 2026	00000146/42	319.29	EFT Payment
E000577 WILLIAM VERSTYNEN	8/31/2026	RETIREE SEPTEMBER 2026	00000146/43	180.39	EFT Payment
E000584 KATHLEEN A WAHL	8/31/2026	RETIREE SEPTEMBER 2026	00000146/44	180.39	EFT Payment
E000590 STEPHEN WIEST	8/31/2026	RETIREE SEPTEMBER 2026	00000146/45	522.78	EFT Payment
E000597 LARRY M WORDEN	8/31/2026	RETIREE SEPTEMBER 2026	00000146/46	377.43	EFT Payment
E000601 BRIAN YAMAGUCHI	8/31/2026	RETIREE SEPTEMBER 2026	00000146/47	1,093.90	EFT Payment
E000614 JOHN ZINN	8/31/2026	RETIREE SEPTEMBER 2026	00000146/48	560.00	EFT Payment
E002062 Joseph W Higgins	8/31/2026	RETIREE SEPTEMBER 2026	00000146/49	560.00	EFT Payment
E002112 JOEL H CARDENAS	8/31/2026	RETIREE SEPTEMBER 2026	00000146/50	1,282.00	EFT Payment
E000403 RICHARD PASCARELLA	8/31/2026	RETIREE SEPTEMBER 2026	00000146/51	2,410.60	EFT Payment

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E000399 GEORGE PALMER GEORGE	8/31/2026 RETIREE SEPTEMBER 2026	00000146/52	1,160.00	EFT Payment
E000389 ARLENE J OLEA	8/31/2026 RETIREE SEPTEMBER 2026	00000146/53	522.78	EFT Payment
E000349 SCOTT MILLSAP	8/31/2026 RETIREE SEPTEMBER 2026	00000146/54	2,410.60	EFT Payment
E000348 RICHARD MILLER	8/31/2026 RETIREE SEPTEMBER 2026	00000146/55	1,160.00	EFT Payment
E000346 JAMES MILANO	8/31/2026 RETIREE SEPTEMBER 2026	00000146/56	522.78	EFT Payment
E000336 JAMES MCELHINNEY	8/31/2026 RETIREE SEPTEMBER 2026	00000146/57	983.70	EFT Payment
E000320 MICHAEL L MAERTZWEILER	8/31/2026 RETIREE SEPTEMBER 2026	00000146/58	522.78	EFT Payment
E000310 B J LOWREY	8/31/2026 RETIREE SEPTEMBER 2026	00000146/59	435.00	EFT Payment
E000565 THOMAS VALENTINE	8/31/2026 RETIREE SEPTEMBER 2026	00000146/60	2,163.60	EFT Payment
E000558 WILLIAM TRIFOS	8/31/2026 RETIREE SEPTEMBER 2026	00000146/61	1,160.00	EFT Payment
E000542 DARYLL L THOMANN	8/31/2026 RETIREE SEPTEMBER 2026	00000146/62	1,169.00	EFT Payment
E000538 LINDA TAYLOR	8/31/2026 RETIREE SEPTEMBER 2026	00000146/63	560.00	EFT Payment
E000529 JEFFREY STEPHEN	8/31/2026 RETIREE SEPTEMBER 2026	00000146/64	522.78	EFT Payment
E000528 GARY A SPRAGUE	8/31/2026 RETIREE SEPTEMBER 2026	00000146/65	1,160.00	EFT Payment
E000527 PHILIP J SOTO	8/31/2026 RETIREE SEPTEMBER 2026	00000146/66	522.78	EFT Payment
E000452 MATTHEW REYNOLDS	8/31/2026 RETIREE SEPTEMBER 2026	00000146/67	457.25	EFT Payment
E000445 KIM R REDIFER	8/31/2026 RETIREE SEPTEMBER 2026	00000146/68	1,160.00	EFT Payment
E000431 ERIC POINT	8/31/2026 RETIREE SEPTEMBER 2026	00000146/69	2,163.60	EFT Payment
E000426 STEPHEN PISCHEL	8/31/2026 RETIREE SEPTEMBER 2026	00000146/70	1,391.85	EFT Payment
E000423 MATEO PINEDA	8/31/2026 RETIREE SEPTEMBER 2026	00000146/71	522.78	EFT Payment
E000420 WALTER PICHON	8/31/2026 RETIREE SEPTEMBER 2026	00000146/72	437.00	EFT Payment
E000413 ROBERT PEREZ	8/31/2026 RETIREE SEPTEMBER 2026	00000146/73	180.39	EFT Payment
E000404 RAYNALD PASCUA	8/31/2026 RETIREE SEPTEMBER 2026	00000146/74	1,715.00	EFT Payment
E000372 JOSEPH D NAJERA	8/31/2026 RETIREE SEPTEMBER 2026	00000146/75	560.00	EFT Payment
E000456 AIDA RIVERA	8/31/2026 RETIREE SEPTEMBER 2026	00000146/76	180.39	EFT Payment
E000458 MICHAEL ROACH	8/31/2026 RETIREE SEPTEMBER 2026	00000146/77	1,093.90	EFT Payment
E000459 SANDRA ROBB	8/31/2026 RETIREE SEPTEMBER 2026	00000146/78	180.39	EFT Payment
E000480 RICHARD D ROSE	8/31/2026 RETIREE SEPTEMBER 2026	00000146/79	180.39	EFT Payment
E000485 ARNULFO RUIZ	8/31/2026 RETIREE SEPTEMBER 2026	00000146/80	1,282.00	EFT Payment
E000492 LEE R SALE	8/31/2026 RETIREE SEPTEMBER 2026	00000146/81	522.78	EFT Payment
E000505 BEVERLY SCHLIEDER	8/31/2026 RETIREE SEPTEMBER 2026	00000146/82	865.44	EFT Payment
E000525 WARD SMITH	8/31/2026 RETIREE SEPTEMBER 2026	00000146/83	405.15	EFT Payment
E000537 DAVID M TAYLOR	8/31/2026 RETIREE SEPTEMBER 2026	00000146/84	573.00	EFT Payment
E000453 RUSSELL J RICE	8/31/2026 RETIREE SEPTEMBER 2026	00000146/85	1,380.00	EFT Payment
V002042 EMERGENCY AMBULANCE SERVICE, INC	8/27/2026 September 2026 ALS - Paramedic Services	00000146/4	15,000.00	EFT Payment
Total			2,813,960.01	

Retirees	61,865.05
EFTs	2,752,094.96
Special Payroll	176,102.41
Grand Total	2,990,062.42

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Name	Memo	Amount	Ck Number	Date
V001872 STATE OF CALIFORNIA DEPT OF INDUSTRIAL RELATIO	Conveyance Fee #194435	225.00	138264	9/2/2026
V002283 HPI CYLINDERS	Fleet Repair Materials	995.10	138263	9/2/2026
V000892 CLIFTONLARSONALLEN LLP	Financial Audit FY25/26	5,676.35	138262	9/2/2026
V001029 FACTORY MOTOR PARTS	FY 26-27: Vehicle Repair Parts	525.44	138261	9/2/2026
V000873 CITY OF BREA	Printing Services - E-Bike Safety Cards	405.01	138260	9/2/2026
V000638 T-MOBILE	7/21-8/20 PD Phone Services	3,579.00	138259	9/2/2026
V000638 T-MOBILE	Cell Phone TDOA DR#26-03021	100.00	138258	9/2/2026
V001301 MCFADDEN-DALE HARDWARE CO.	Fleet Materials	140.13	138257	9/2/2026
V001460 PLACENTIA YORBA LINDA UNIFIED SCHOOL DISTRICT	INVOICE #82Y10091	30.99	138256	9/2/2026
V002268 ROBERT HALF	Contract Temp for Finance, Quincy Barnett	5,600.00	138255	9/2/2026
V001814 THE SALVATION ARMY	Navigation Center Management Services - July 2026	281,049.53	138254	9/2/2026
V001812 TEMPORARY STAFFING PROFESSIONALS INC	Contract Temp for Finance, Rachel Segovia	2,124.48	138253	9/2/2026
V000638 T-MOBILE	7/21-8/20 PD Phone Security Subscription	210.00	138252	9/2/2026
V001029 FACTORY MOTOR PARTS	FY 26-27: Vehicle Repair Parts	54.43	138251	9/2/2026
V001541 RSCCD SANTA ANA COLLEGE	Wellness Program Registration	2,128.00	138250	9/2/2026
V000835 Vulcan Materials Co	FY 26-27: Paving Materials	475.46	138249	9/2/2026
V002278 MOISES CONTRERAS	Business License Application Refund	96.00	138248	9/2/2026
V001794 COUNTY OF ORANGE	800 MHz Cost Share Allocation	32,684.67	138247	8/31/2026
V001528 RIO HONDO COLLEGE	Tuition for Field Training Officer training THIS WAS NOT PAID	89.00	138246	8/31/2026
V001616 SPECTRUM GAS PRODUCTS	Oxygen Tank - Fire	991.31	138245	8/27/2026
V001305 MCKESSON MEDICAL-SURGICAL GOVERNMENT SOLUTIONS	Supplies	1,880.71	138244	8/27/2026
V001101 GRAFIX SYSTEMS	Placentia fire vehicle door decals	899.50	138243	8/27/2026
V001256 LIEBERT CASSIDY WHITMORE	FLSA Advice/Council: For professional services rendered through July 31, 2026	8,688.33	138242	8/27/2026
V000877 CITY OF LA HABRA	Year 7 Operating Costs - North Spa	131,715.00	138241	8/27/2026
V002002 JIM MURRAY ROOFING INC	Roofing Bond Refund: 30-26-130; 230 E Chapman Unit 1-40	810.00	138240	8/27/2026
V001123 HAZ PARTY RENTALS	NNO Table, Tent & Chair Rental	3,481.60	138239	8/27/2026
V001706 TRILLIUM	CNG Charges - July 2026	91.03	138238	8/27/2026
V001301 MCFADDEN-DALE HARDWARE CO.	Fleet Materials	143.88	138237	8/27/2026
V001780 YORBA REGIONAL ANIMAL HOSPITAL	K9 Medical Services - Zero	416.72	138236	8/27/2026
V001127 HEALTHPOINTE MEDICAL GROUP INC	Pre-Employment Physical Exams: Andrew Gurrola	502.00	138235	8/27/2026
V001399 ORANGE COUNTY IRONWORKS INC	Gate and Fence repairs: West Crowther Ave	2,400.00	138234	8/27/2026
V001603 SOUTH COAST AQMD	Flat Fee for last FY emission - Corporate Yard	1,105.22	138233	8/27/2026
V001812 TEMPORARY STAFFING PROFESSIONALS INC	Contract Temp for Finance, Rachel Segovia	2,124.48	138232	8/27/2026
V001588 SITEONE LANDSCAPE SUPPLY LLC	FY 25-26: Irrigation Supplies	2,019.21	138231	8/27/2026
V001606 SOUTHERN CALIFORNIA NEWS GROUP	Newspaper Publications for July 2026	7,195.78	138230	8/27/2026
V001588 SITEONE LANDSCAPE SUPPLY LLC	FY 26-27 Irrigation Supplies	353.99	138229	8/27/2026
V001588 SITEONE LANDSCAPE SUPPLY LLC	FY 26-27 Irrigation Supplies	82.42	138228	8/27/2026
V001588 SITEONE LANDSCAPE SUPPLY LLC	FY 25-26: Irrigation Supplies	108.29	138227	8/27/2026
V001346 NAPA AUTO PARTS	Fleet repair parts	1,215.51	138226	8/27/2026
V000616 AT&T	AT&T Charges June - August 2026	8,110.70	138225	8/27/2026
V001732 US BANK PARS #6746022400	PARS PE08/15/26 PD08/21/26	4,664.37	138224	8/27/2026
V001434 PCEA C/O NORTH ORANGE CO	PCEA PE08/15/26 PD08/21/26	49.68	138223	8/27/2026
V001396 ORANGE COUNTY EMPLOYEES ASSN	OCEA PE08/15/26 PD08/21/26	575.00	138222	8/27/2026
V001132 HF&H CONSULTANTS LLC	SB 1383Contract Assistance: July 2026	9,870.50	138221	8/27/2026
V001067 FRANCHISE TAX BOARD	FTB PE08/15/26 PD08/21/26	326.58	138220	8/27/2026
V001029 FACTORY MOTOR PARTS	Facility Repair Parts	2,370.60	138219	8/27/2026
V001301 MCFADDEN-DALE HARDWARE CO.	FY 26-27: MCFADDEN-DALE HARDWARE	14.65	138218	8/27/2026

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V001757 WEST COAST ARBORISTS INC	Crew Rental job 100446	53,629.91	138217	8/27/2026
V001427 PARS	Annual Asset Fee (prorated monthly) for June 2026	581.50	138216	8/27/2026
V000775 BIGGS CARDOSA ASSOCIATES INC	Golden Ave Bridge Project: Professional Services 7/1/26-7/31/26	10,039.30	138215	8/27/2026
V002140 VINCOR CONSTRUCTION INC	Pay App 1	34,141.16	138214	8/27/2026
V001346 NAPA AUTO PARTS	Fleet repair parts	1,891.12	138213	8/27/2026
V001715 TURBO DATA SYSTEMS INC	Handheld Ticketwriter Envelopes	761.25	138212	8/27/2026
V001794 COUNTY OF ORANGE	August AFIS Fingerprinting Services	1,795.00	138211	8/27/2026
V001388 OCTMA	FY 26/27 OCTMA Membership Dues	100.00	138210	8/27/2026
V001678 THINKSUPPLIES.COM	Paper	122.67	138209	8/27/2026
V001545 RYDIN DECAL	2027 Parking Permits	2,297.22	138208	8/27/2026
V000638 T-MOBILE	June TDOA Retrieval Services	250.00	138207	8/27/2026
V001606 SOUTHERN CALIFORNIA NEWS GROUP	Newspaper Publications for June 2026	2,337.50	138206	8/27/2026
V001810 FIRST AMERICAN DATA TREE LLC	July 2026 FY 26/27 Property Detail Reports	150.00	138205	8/27/2026
V001604 SOUTHERN CALIFORNIA ASSOCIATION	FY 2026-27 Membership Dues	7,988.00	138204	8/27/2026
V001810 FIRST AMERICAN DATA TREE LLC	July 2026 - FY 26/27 Bulk Data Solution	416.67	138203	8/27/2026
V001480 PRINCIPAL NATIONAL LIFE INSURANCE COMPANY	SEPTEMBER 2026 - Whole Life Insurance - Executive Bonus	1,400.23	138202	8/27/2026
V001091 GOGOVAPPS INC	GoRequest Citizen Request FY 26-27	15,252.00	138201	8/27/2026
V001147 HOYT ROOFS INC	Roofing Bond Refund: 30-25-133; 1021 Goldenrod St	300.00	138200	8/27/2026
V001746 VISIONS TINT INC	Remove Window Tinting from Unit 22	30.00	138199	8/27/2026
V001029 FACTORY MOTOR PARTS	FY 26-27: Vehicle Repair Parts	104.15	138198	8/27/2026
V002046 COUNTY OF ORANGE -HCA	CUPA Anniversary Fee FY 26-27: Fire Station 2	2,515.00	138197	8/27/2026
V002046 COUNTY OF ORANGE -HCA	CUPA Anniversary Fee FY 26-27: City Yard Generator	348.00	138196	8/27/2026
V002046 COUNTY OF ORANGE -HCA	CUPA Anniversary Fee FY 26-27	565.00	138195	8/27/2026
V001812 TEMPORARY STAFFING PROFESSIONALS INC	Contract Temp for IT, Desktop Support Analyst	4,435.20	138194	8/27/2026
V002268 ROBERT HALF	Contract Temp for Finance, Quincy Barnett	3,850.00	138193	8/27/2026
V001054 FIS	Interchange Fees - Jul 26	311.11	138192	8/27/2026
V000892 CLIFTONLARSONALLEN LLP	Financial Audit FY24/25	3,360.49	138191	8/27/2026
V002271 TEXAS LIFE INSURANCE COMPANY	August 2026 - Voluntary Perm Life Ins	326.75	138190	8/27/2026
V002274 DIEGO GUERRERO	Facility Rental Damage Deposit Refund #R4676	180.00	138189	8/27/2026
Total		677,874.88		

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Vendor	Date	Memo	EFT Number	Amount	EFT Status
V000622 AMAZON CAPITAL SERVICES	8/27/2026	Amazon - IT Dept - July 2026	00000147/1	49.12	EFT Payment
V001723 UNDERGROUND SERVICE ALERT/SC	8/27/2026	August 2026 - State Fee	00000147/10	328.99	EFT Payment
V001262 LN CURTIS & SONS	8/27/2026	PD Uniforms - Connell	00000147/11	1,416.09	EFT Payment
V001453 PLACENTIA FIREFIGHTERS ASSOCIATION	8/27/2026	PFFA PE08/15/26 PD08/21/26	00000147/12	1,575.00	EFT Payment
V000692 ALLIANT INSURANCE SERVICE INC.	8/27/2026	SPECIAL EVENT INSURANCE FY 26-27	00000147/13	1,307.00	EFT Payment
V000656 ADMINISURE INC	8/27/2026	July 2026: Worker's Compensation Claims	00000147/14	6,100.00	EFT Payment
V001457 PLACENTIA POLICE MANAGEMENT	8/27/2026	PPMA PE08/15/26 PD08/21/26	00000147/15	1,216.74	EFT Payment
V001458 PLACENTIA POLICE OFFICERS ASSOCIATION	8/27/2026	PPOA PE08/15/26 PD08/21/26	00000147/16	2,928.20	EFT Payment
V001120 HALO CONFIDENTIAL INVESTIGATIONS LLC	8/27/2026	Aug PD Background Investigation Services	00000147/17	4,630.03	EFT Payment
V000751 B & M LAWN & GARDEN CENTER	8/27/2026	Maintenance Equipment/Supplies	00000147/18	1,509.00	EFT Payment
V001310 METASOURCE LLC	8/27/2026	May 2026 Development Services Scanning Project	00000147/19	1,426.06	EFT Payment
V001140 MYERS & SONS HI-WAY SAFETY INC	8/27/2026	Street Supplies	00000147/20	2,413.28	EFT Payment
V000902 COMLOCK	8/27/2026	Facility Door Repairs and Keys	00000147/21	201.24	EFT Payment
V000751 B & M LAWN & GARDEN CENTER	8/27/2026	Maintenance Equipment/Supplies	00000147/22	116.64	EFT Payment
V002243 SUPPLY SOLUTIONS	8/27/2026	FY 26-27 Janitorial Services	00000147/23	3,517.83	EFT Payment
V000388 OLDHAM BRITTNEY	8/27/2026	Training reimbursement for mileage and meals	00000147/24	193.29	EFT Payment
V000086 MICHAEL BUTTS	9/2/2026	June Toll Road Charges	00000147/25	416.60	EFT Payment
V000041 HYUN CHUNG	9/2/2026	PR018: 08/16/26-08/29/26, PD 09/04/26	00000147/26	2,282.29	EFT Payment
V002227 ZACKARY S KING	9/2/2026	PR018: 08/16/26-08/29/26, PD 09/04/26	00000147/27	2,628.15	EFT Payment
V000751 B & M LAWN & GARDEN CENTER	9/2/2026	36 RDR Rapid Duro Chain	00000147/28	394.91	EFT Payment
V000711 AMTECH ELEVATOR SERVICES	9/2/2026	Elevator Repairs: 8/18/26	00000147/29	275.00	EFT Payment
V001445 PEST OPTIONS INC	8/27/2026	Pest Control for Champions Sports Complex	00000147/3	230.00	EFT Payment
V001262 LN CURTIS & SONS	9/2/2026	PD Uniforms - Perdomo	00000147/30	181.03	EFT Payment
V000751 B & M LAWN & GARDEN CENTER	9/2/2026	Maintenance Equipment/Supplies	00000147/31	11.85	EFT Payment
V001798 BRIGHTVIEW LANDSCAPE SERVICES INC	9/2/2026	Park Landscaping Services - July 2026	00000147/32	30,224.51	EFT Payment
V002241 SEAN HENNESSY	9/2/2026	Reimbursement for Meals and Mileage for Terrorism Liaison Training	00000147/33	54.28	EFT Payment
V000260 ALEXANDER JUNG	9/2/2026	Reimbursement for Meals and Mileage for Terrorism Liaison Officer Basic	00000147/34	54.28	EFT Payment
V002078 YORBA COUNTRY CAR WASH	9/2/2026	FY 26-27 Car Wash Services: July	00000147/35	1,037.00	EFT Payment
V001243 LEADSONLINE LLC	9/2/2026	Nighthawk Subscription Renewal	00000147/36	6,465.82	EFT Payment
V000622 AMAZON CAPITAL SERVICES	9/2/2026	Fire station supplies	00000147/37	1,311.29	EFT Payment
V000766 BEAR ELECTRICAL SOLUTIONS INC	9/2/2026	April 2026 Routine	00000147/38	7,330.00	EFT Payment
V000766 BEAR ELECTRICAL SOLUTIONS INC	9/2/2026	May 2026 Routine	00000147/39	3,665.00	EFT Payment
V001130 HERC RENTALS INC	8/27/2026	FY 26-27: Herc rental supplies	00000147/4	779.29	EFT Payment
V000622 AMAZON CAPITAL SERVICES	9/2/2026	OFFICE SUPPLIES	00000147/40	406.67	EFT Payment
V000794 BRENNAN FIRE AND SECURITIES INC	8/27/2026	FY 26-27: Fire and Security Alarm Monitoring: August	00000147/5	441.00	EFT Payment
V002275 JIMMY RIVAS-HERNANDEZ	8/27/2026	Training reimbursement for Mileage and Meals	00000147/6	147.71	EFT Payment

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V000622 AMAZON CAPITAL SERVICES	8/27/2026 PW Maint - July 2026	00000147/7	3,574.30	EFT Payment
V001424 PARKHOUSE TIRE INC	8/27/2026 FY 26-27: Tires for City Vehicles	00000147/8	2,434.63	EFT Payment
V001486 PRUDENTIAL OVERALL SUPPLY	8/27/2026 FY 26-27: Uniform and Laundry Services: 8.19.26	00000147/9	177.24	EFT Payment
Total			93,451.36	
	Total EFT		93,451.36	
	Payroll PR#2601018		686,330.68	
	Total EFT		779,782.04	

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Vendor	Date	Memo	EFT Number	Amount	EFT Status
V002068 NATIONWIDE PREMIUM HOLDING	9/10/2026	NATIONWIDE PET INSURANCE - AUGUST 2026		132.84	ACH - Paid Online
V001325 MISSION SQUARE	9/10/2026	401A MGMT PE08/29/26 PD 09/04/26		2,205.94	ACH - Paid Online
V001752 WASHINGTON STATE DEPARTMENT OF SOCIAL AND HEALT	9/10/2026	CHILD SUPP-WA PE08/29/26 PD09/04/26		368.53	ACH - Paid Online
V000831 CALIFORNIA STATE DISBURSEMENT UNIT	9/10/2026	CHILD SUPP-CA PE08/29/26 PD09/04/26		1,747.36	ACH - Paid Online
V000766 BEAR ELECTRICAL SOLUTIONS INC	9/10/2026	March 2026 Response	00000149/1	10,767.50	EFT Payment
V002155 EASTRIDGE ENGINEERING AND CONSTRUCTION INC	9/10/2026	Fuel Tank Removal and Replacement Phase 1 - Pay App 8	00000149/2	38,475.00	EFT Payment
V001421 PACIFIC WEST AIR CONDITIONING	9/10/2026	HVAC Repairs at Whitten Center	00000149/3	1,341.00	EFT Payment
V001307 MCPEEKS CDJR OF ANAHEIM	9/10/2026	Fleet Materials	00000149/4	1,625.47	EFT Payment
V000902 COMLOCK	9/10/2026	Facility Door Repairs and Keys	00000149/5	571.47	EFT Payment
V001424 PARKHOUSE TIRE INC	9/10/2026	FY 26-27: Tires for City Vehicles	00000149/6	1,557.52	EFT Payment
V000823 CALIFORNIA FORENSIC PHLEBOTOMY INC	9/10/2026	August Blood Draws	00000149/7	1,463.58	EFT Payment
V002234 BEAU H WAGONER	9/10/2026	Reimbursement for Mileage for Arrest and Control PSP training	00000149/8	34.51	EFT Payment
V002243 SUPPLY SOLUTIONS	9/10/2026	FY 26-27 Janitorial Services	00000149/9	2,979.70	EFT Payment
V001061 FORENSIC NURSE SPECIALISTS INC	9/10/2026	Aug SART Exam DR# 26-03330	00000149/10	1,700.00	EFT Payment
V001443 PERIMETER PROTECTION AND SURVEILLANCE SYSTEMS IN	9/10/2026	Cameras Video Monitoring - Monthly	00000149/11	2,880.00	EFT Payment
V002078 YORBA COUNTRY CAR WASH	9/10/2026	Car wash services: June 2026	00000149/12	748.00	EFT Payment
V001567 SECO ELECTRIC & LIGHTING INC	9/10/2026	Electrical Services for Public Safety Building	00000149/13	2,315.22	EFT Payment
V001453 PLACENTIA FIREFIGHTERS ASSOCIATION	9/10/2026	PFFA PE08/29/26 PD09/04/26	00000149/14	1,575.00	EFT Payment
V001457 PLACENTIA POLICE MANAGEMENT	9/10/2026	PPMA PE08/29/26 PD09/04/26	00000149/15	1,216.74	EFT Payment
V001458 PLACENTIA POLICE OFFICERS ASSOCIATION	9/10/2026	PPOA PE08/29/26 PD09/04/26	00000149/16	2,876.30	EFT Payment
V002070 COLE HUBER LLP	9/10/2026	Professional Legal Services - July 2026	00000149/17	1,750.00	EFT Payment
V000640 US BANK	9/10/2026	2023A LRB Trustee Fee	00000149/18	2,700.00	EFT Payment
Total				81,031.68	
		Total ACH		4,454.67	
		Total EFT		76,577.01	
		Total		81,031.68	

City of Placentia
Check Register 09.10.2026

Name	Memo	Amount	Ck Number	Date
V001095 GOLDEN WEST COLLEGE	9/5 Facility Rental - PD Testing	810.00	138298	9/10/2026
V001396 ORANGE COUNTY EMPLOYEES ASSN	OCEA PE08/29/26 PD09/04/26	575.00	138297	9/10/2026
V001651 Equifax Workforce Solutions	UNEMPLOYMENT CLAIM CASE MGMT 2026.09.01 TO 2026.11.30	427.60	138296	9/10/2026
V001861 HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA	Dispatch Software FY 26-27	1,738.00	138295	9/10/2026
V002278 MOISES CONTRERAS	B&Z submitted, but cancelled at applicant's request. building inspection refunded and 80% of application fe	185.40	138294	9/10/2026
V001732 US BANK PARS #6746022400	PARS PE08/29/26 PD09/04/26	3,815.18	138293	9/10/2026
V001740 VERIZON WIRELESS	Acct 572549101-00001	1,859.37	138292	9/10/2026
V000931 CRON & ASSOC TRANSCRIPTION INC	For Case HR EP 26-03JG and Case HR EP 26-03GH	912.00	138291	9/10/2026
V001384 OCGIA	Tuition for One Day Gang Conference for Eiley, Jones, Gillis and Iniguez	300.00	138290	9/10/2026
V001256 LIEBERT CASSIDY WHITMORE	FLSA Advice/Council: For professional services rendered through August 31, 2026	2,660.00	138289	9/10/2026
V001780 YORBA REGIONAL ANIMAL HOSPITAL	K9 Medical Services - Enzo	200.31	138288	9/10/2026
V000861 CHARTER COMMUNICATIONS	Spectrum Acct 189080101 - Aug 2026	1,185.36	138287	9/10/2026
V000835 Vulcan Materials Co	FY 26-27: Paving Materials	384.09	138286	9/10/2026
V001266 LONG BEACH BMW MOTORCYCLES	PD Motorcycle Repairs	972.30	138285	9/10/2026
V000858 CERTIFIED ROOFING SPECIALISTS	Roofing Bond Refund: 30-26-150; 1519 Bradford Ave	100.00	138284	9/10/2026
V002132 UNITED SITE SERVICES OF CALIFORNIA, INC.	Potty Rental for Symphony	750.08	138283	9/10/2026
V001802 STERICYCLE INC	FY 26-27 Shredding Services: July	4,603.17	138282	9/10/2026
V001055 FITZHAUER CONSTRUCTION	Roofing Bond Refund: 30-24-138; 902 Ott Ave	100.00	138281	9/10/2026
V000868 CICC/S/EAP	CICCS Trust EAP by Anthem - September 2026	464.60	138280	9/10/2026
V001701 TRANSUNION RISK & ALTERNATIVE	August Database Transactions	175.00	138279	9/10/2026
V001503 QUALITY GLASS OC CORP	glass replacement: 2017 Ford Explorer	426.60	138278	9/10/2026
V001714 TUFFREE CHOIR BOOSTERS INC	2025 Veterans Day Event Choir Svs	100.00	138277	9/10/2026
V001812 TEMPORARY STAFFING PROFESSIONALS INC	Contract Temp for IT, Desktop Support Analyst	3,326.40	138276	9/10/2026
V001588 SITEONE LANDSCAPE SUPPLY LLC	FY 26-27 Irrigation Supplies	1,063.91	138275	9/10/2026
V001402 ORANGE COUNTY SANITATION DISTRICT	Q4 25-26 OCHCA FOG/BMP Inspections	229.60	138274	9/10/2026
V001092 GOLDEN BELL PRODUCTS	FY 26-27: Sewer Manhole Maintenance Services	270.79	138273	9/10/2026
V001346 NAPA AUTO PARTS	Fleet repair parts	1,598.75	138272	9/10/2026
V001328 MMASC	Membership Renewal through July 2027	125.00	138271	9/10/2026
V001031 FAIRWAY FORD	FY 26-27 Vehicle Repair Parts/Services & Inspection	2,137.77	138270	9/10/2026
V001374 NORTH NET TRAINING AUTHORITY	North Net Training	3,984.00	138269	9/10/2026
V001255 LEXIPOL LLC	Annual Fire Procedures and Manuals	2,405.79	138268	9/9/2026
V002226 NEW GENERATION LANDSCAPE MANAGEMENT INC	July 2026 Services	19,680.42	138267	9/10/2026
V000800 BUCKNAM INFRASTRUCTURE GROUP INC	PMP Assessment FY 25-26: Feb 2026	12,387.29	138266	9/10/2026
Total		69,953.78		



Agenda Item No: 1.d

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 22, 2026

Submitted by: Teri Knutson

From: Police Department

Subject:

ACCEPTANCE OF RESIGNATION FROM THE PLACENTIA VETERANS ADVISORY COMMITTEE

Financial Impact:

None.

Summary:

The City has received a letter of resignation from Paul Henderson.

Recommended Action:

It is recommended that the City Council:

1. Accept the resignation of Paul Henderson effective September 1, 2026, from the Veterans Advisory Committee; and
2. Update the City's Master Commission/Committee Vacancy List to include the vacancy on the Veterans Advisory Committee and solicit applications.

Strategic Plan Statement:

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

Discussion:

Paul Henderson has generously volunteered and donated his time with the Placentia Veteran's Committee since August 2022. Mr. Henderson regularly attended meetings and was always one to help out at events. He particularly welcomed the opportunity to get the word out about Veterans Day and the Ceremony and worked hard to distribute the Veterans Day yard signs to anyone who requested them or needed assistance obtaining them. The City extends its sincere appreciation for Mr. Henderson's dedication, service, and contributions to the Placentia community.

Financial Summary:

None.



Agenda Item No: 1.e

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 22, 2026

Submitted by: Alice Burnett

From: Human Resources

Subject:

RESOLUTION ADOPTING A SIDE LETTER AGREEMENT AMENDING THE MEMORANDUM OF UNDERSTANDING OF THE CITY OF PLACENTIA POLICE MANAGEMENT ASSOCIATION TO UPDATE THE UNIFORM ALLOWANCE REPORTING

Financial Impact:

There is no budget impact to adopt the attached resolution.

Summary:

The City and the Placentia Police Management Association are parties to a Memorandum of Understanding (MOU) that expires June 30, 2027. The City has historically provided uniforms to regular, full-time uniformed members of the Association and has reported a uniform allowance to CalPERS for eligible "classic" members.

As part of a CalPERS review, it was identified that prior MOU language did not expressly document the City's longstanding CalPERS reporting practice for the uniform allowance. The City and PPMA have agreed to a Side Letter to formally memorialize that practice and establish the applicable reporting language in the MOU.

Recommended Action:

It is recommended that the City Council:

Adopt Resolution No. R-2026-60, A Resolution of the City Council of the City of Placentia, California, amending Resolution No. R-2026-04 adopting a side letter agreement amending the memorandum of understanding of the City of Placentia Police Management Association to update the uniform allowance reporting.

Strategic Plan Statement:

There is no specific Strategic Goal associated with this action.

Discussion:

The Side Letter confirms that, effective July 1, 2008, the City has reported a uniform allowance to CalPERS for eligible "classic" members in an amount not to exceed \$300 per calendar year per employee. The Side Letter also clarifies that the allowance covers the purchase, rental, and/or maintenance of required uniforms and must be prorated and reported in the pay period in which it is earned. Lump-sum reporting is not permitted.

The Side Letter further confirms that the uniform allowance is not pensionable compensation for “new members” hired on or after January 1, 2013, consistent with the Public Employees’ Pension Reform Act of 2013 (PEPRA).

CalPERS has reviewed and approved the proposed reporting language. The Side Letter does not create a new benefit, increase compensation, or change the amount of the uniform allowance. Rather, it documents the City's longstanding practice and ensures the MOU accurately reflects applicable CalPERS reporting requirements.

The PPMA has approved the Side Letter. Staff recommends that the City Council adopt the Resolution approving the Side Letter Agreement and authorize its execution.

Financial Summary:

Adopting the Side Letter will help ensure the City's written labor agreement accurately reflects applicable CalPERS reporting requirements. Failure to properly document and report pensionable compensation could result in additional review by CalPERS when an employee retires, which may affect the calculation of retirement compensation and could delay the determination of retirement benefits while CalPERS evaluates the employee's compensation history.

Attachments

[CC RES R-2026-60 - PPMA Side Letter for Uniform Allowance reporting](#)

[PPMA - Side Letter for Uniform Allowance Reporting 07.01.2008 FINAL - signed.pdf](#)

RESOLUTION NO. R-2026-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AMENDING RESOLUTION NO. R-2026-04 ADOPTING A SIDE LETTER AGREEMENT AMENDING THE MEMORANDUM OF UNDERSTANDING OF THE CITY OF PLACENTIA POLICE MANAGEMENT ASSOCIATION TO UPDATE THE UNIFORM ALLOWANCE REPORTING

A. Recitals.

WHEREAS, the City of Placentia ("City") and the Placentia Police Management Association ("PPMA") are parties to Memorandum of Understanding No. 25-27 ("MOU"); and

WHEREAS, the City Council adopted Resolution No. R-2026-04 approving the MOU; and

WHEREAS, the City and PPMA have agreed to a Side Letter Agreement to amend the MOU to clarify and memorialize the City's historical reporting of the uniform allowance to the California Public Employees' Retirement System ("CalPERS"); and

WHEREAS, the proposed language of the Side Letter Agreement has been reviewed and approved by CalPERS and has been approved by the PPMA.

B. Resolution.

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

Section 1. Resolution No. R-2026-04 and Memorandum of Understanding No. 25-27 are hereby amended to incorporate the Side Letter Agreement Between the City of Placentia and the Placentia Police Management Association Regarding CalPERS Reporting of Uniform Allowance, attached hereto as Exhibit A and incorporated herein by reference.

Section 2. The Side Letter Agreement shall amend and become part of Memorandum of Understanding No. 25-27. All other provisions of the MOU shall remain unchanged and in full force and effect.

Section 3. The Director of Human Resources is authorized to execute the Side Letter Agreement on behalf of the City and take such administrative actions as are necessary to implement the Agreement.

Section 4. This Resolution shall take effect upon adoption.

APPROVED and ADOPTED this 22nd day of September 2026.

Chad P. Wanke, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 22nd day of September 2026, 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

**Side Letter Between The
City Of Placentia And The Recognized Employee Organization Placentia Police
Management Association Regarding CalPERS Reporting of Uniform Allowance**

This Side Letter of Agreement (Agreement) between the City of Placentia (City) and the Placentia Police Management Association (Association) (collectively “Parties”) is entered into with respect to the following:

WHEREAS, the Parties are currently parties to a Memorandum of Understanding (MOU) with a term that expires on June 30, 2027;

WHEREAS, the Parties recognize that the City has historically provided uniforms to regular, full-time uniformed members of the Association and has reported a uniform allowance to the California Public Employees’ Retirement System (“CalPERS”) for eligible “classic” members;

WHEREAS, although the parties have consistently administered and treated the uniform allowance as reportable compensation to CalPERS, the Memorandum of Understanding in effect for portions of prior years did not expressly memorialize the reporting language;

WHEREAS, the Parties acknowledge that the omission of express CalPERS reporting language from certain Memoranda of Understanding was inadvertent and was not intended to alter, discontinue, or eliminate the City’s longstanding payroll administration or CalPERS reporting practice;

AGREEMENT

1. The parties acknowledge and agree that, effective July 1, 2008, the City has reported, and the Association has accepted the reporting of, a uniform allowance for eligible “classic” members to CalPERS in an amount not to exceed Three Hundred Dollars (\$300.00) per calendar year per employee.
2. The parties further acknowledge that this Side Letter is intended solely to memorialize the parties’ historical agreement and consistent past practice regarding CalPERS reporting of the uniform allowance beginning July 1, 2008. This Side Letter does not create a new benefit, increase compensation, or modify the amount of the uniform allowance previously provided and reported.
3. The Parties acknowledge that the following language accurately reflects the compensation practice and CalPERS reporting that has been consistently

administered by the City beginning July 1, 2008, and shall continue unless modified through collective bargaining:

“The City will purchase uniforms for all regular, full-time uniformed members of this Association. A uniform allowance, covering the purchase, rental, and/or maintenance of required uniforms, shall be reported to CalPERS for ‘classic’ members in the amount not to exceed \$300 per calendar year per employee.”

The uniform allowance shall be prorated and reported in the pay period in which it is earned. Lump-sum reporting of the uniform allowance is not permitted.

Uniform allowance is not considered pension reportable compensation for ‘new members’ hired after January 1, 2013, pursuant to the Public Employee Pension Reform Act of 2013 (PEPRA).”

4. This Side Letter is entered into solely for the purpose of documenting the parties’ mutual understanding and historical practice regarding CalPERS reporting and shall be attached to the applicable Memorandum of Understanding.

For the City *Alice Burnett* Date: 08/20/2026
Alice Burnett, Director of Human Resources

For the Association *Tom McKenzie* Date: 08/20/2026
Tom McKenzie (Aug 20, 2026 11:47:56 PDT)
Lt. Tom McKenzie, PPMA President

PPMA Side Letter for Uniform Allowance reporting_07.01.2008_FINAL

Final Audit Report

2026-08-20

Created:	2026-08-20
By:	Alice Burnett (aburnett@placentia.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_0I5IsNaKrQqRrcKFKYQDHuSyS49piWX

"PPMA Side Letter for Uniform Allowance reporting_07.01.2008_FINAL" History

-  Document created by Alice Burnett (aburnett@placentia.org)
2026-08-20 - 6:46:16 PM GMT
-  Document emailed to Alice Burnett (aburnett@placentia.org) for signature
2026-08-20 - 6:46:20 PM GMT
-  Document emailed to Tom McKenzie (tmckenzie@placentia.org) for signature
2026-08-20 - 6:46:20 PM GMT
-  Email viewed by Alice Burnett (aburnett@placentia.org)
2026-08-20 - 6:46:30 PM GMT
-  Email viewed by Tom McKenzie (tmckenzie@placentia.org)
2026-08-20 - 6:47:33 PM GMT
-  Document e-signed by Tom McKenzie (tmckenzie@placentia.org)
Signature Date: 2026-08-20 - 6:47:56 PM GMT - Time Source: server - Signature Appearance Selected: TYPE
-  Document e-signed by Alice Burnett (aburnett@placentia.org)
Signature Date: 2026-08-20 - 6:49:46 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Agreement completed.
2026-08-20 - 6:49:46 PM GMT



Agenda Item No: 1.f

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 22, 2026

Submitted by: Alice Burnett

From: Human Resources

Subject:

RESOLUTION APPROVING AN AMENDMENT TO THE COMPENSATION PLAN FOR CITY OF PLACENTIA MID-MANAGEMENT AND EXECUTIVE MANAGEMENT EMPLOYEES TO UPDATE UNIFORM ALLOWANCE REPORTING

Financial Impact:

There is no budget impact to adopt the attached resolution.

Summary:

The City provides a uniform allowance to the Chief of Police and has historically reported the allowance to the California Public Employees' Retirement System (CalPERS) for eligible "classic" members.

Prior to appointment of Chief of Police, Brad Butts was represented by the Placentia Police Management Association (PPMA) and covered by its Memorandum of Understanding through January 21, 2022. Upon appointment to the position of Chief of Police effective January 22, 2022, the position was no longer represented by the PPMA.

As part of a CalPERS review, the City is updating its written compensation documents to accurately reflect its longstanding uniform allowance reporting practice. The proposed amendment to the Unrepresented Mid-Management and Executive Management Employees Compensation Plan (MGT 25-27) will establish the same uniform allowance reporting language applicable to the Chief of Police as it did while he was represented under the PPMA.

Recommended Action:

It is recommended that the City Council:

Adopt Resolution No. R-2026-61, A Resolution of the City Council of the City of Placentia, California, amending Resolution No. R-2025-58 and amending the unrepresented Mid-Management And Executive Management Compensation Plan (MGT 25-27) to update the uniform allowance reporting.

Strategic Plan Statement:

There is no specific Strategic Goal associated with this action.

Discussion:

The proposed amendment documents the City's historical practice of reporting a uniform allowance to CalPERS for eligible "classic" members in an amount not to exceed \$300 per calendar year per employee.

The amendment also clarifies that the allowance covers the purchase, rental, and/or maintenance of required uniforms and shall be prorated and reported in the pay period in which it is earned. Lump-sum reporting is not permitted. The allowance is not pensionable compensation for "new members" hired after January 1, 2013, consistent with the Public Employees' Pension Reform Act of 2013 (PEPRA).

CalPERS has reviewed and approved the proposed reporting language. The amendment does not create a new benefit, increase compensation, or change the amount of the uniform allowance. Rather, it documents the City's longstanding practice and ensures the Compensation Plan accurately reflects applicable CalPERS reporting requirements.

Financial Summary:

Adopting the amendment will help ensure the City's Compensation Plan accurately reflects applicable CalPERS reporting requirements. Failure to properly document and report pensionable compensation could result in additional review by CalPERS when an employee retires, which may affect the calculation of retirement compensation and could delay the determination of retirement benefits while CalPERS evaluates the employee's compensation history.

Attachments

[CC RES R-2026-61 - Amending the Unrepresented Mid-Management & Executive Management Comp Plan Reporting of Uniform Allowance](#)

RESOLUTION NO. R-2026-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AMENDING RESOLUTION NO. R-2025-58 AND AMENDING THE UNREPRESENTED MID-MANAGEMENT AND EXECUTIVE MANAGEMENT COMPENSATION PLAN (MGT 25-27) TO UPDATE THE UNIFORM ALLOWANCE REPORTING

A. Recitals.

WHEREAS, the City of Placentia ("City") maintains an Unrepresented Mid-Management and Executive Management Compensation Plan ("MGT 25-27") governing compensation and benefits for designated unrepresented employees; and

WHEREAS, the City Council adopted Resolution No. R-2025-58 approving the Compensation Plan; and

WHEREAS, the City has historically provided a uniform allowance to the Chief of Police and reported the allowance to the California Public Employees' Retirement System ("CalPERS") for eligible "classic" members; and

WHEREAS, the position of Chief of Police was represented by the Placentia Police Management Association through January 21, 2022, and become covered by the Unrepresented Mid-Management and Executive Management Compensation Plan effective January 22, 2022; and

WHEREAS, the City is amending the Compensation Plan to clarify and memorialize its historical uniform allowance reporting practice and ensure the Plan accurately reflects applicable CalPERS reporting requirements.

B. Resolution.

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

Section 1. Resolution No. R-2025-58 and the Unrepresented Mid-Management and Executive Management Compensation Plan (MGT 25-27) are hereby amended to incorporate the uniform allowance reporting language set forth below:

"The City will purchase uniforms for the Chief of Police. A uniform allowance, covering the purchase, rental, and/or maintenance of required uniforms, shall be reported to CalPERS for 'classic' members in the amount not to exceed \$300 per calendar year per employee. The uniform allowance shall be prorated and reported in the pay period in which it is earned. Lump-sum reporting of the uniform allowance is not permitted.

Uniform allowance is not considered pension reportable compensation for 'new members' hired after January 1, 2013, pursuant to the Public Employee pension Reform Act of 2013 (PEPRA)."

Section 2. Except as expressly amended herein, all other provisions of Resolution No. R-2025-58 and the Unrepresented Mid-Management and Executive Management Plan (MGT 25-27) shall remain unchanged and in full force and effect.

Section 3. This Resolution shall take effect upon adoption.

APPROVED and ADOPTED this 22nd day of September 2026.

Chad P. Wanke, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 22nd day of September 2026, 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.g

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 22, 2026

Submitted by: Ontoine Lewis

From: Public Works

Subject:

AMENDMENT NO. 1 TO THE MAINTENANCE SERVICES AGREEMENT WITH AXIS GENERAL CONSTRUCTION INC. FOR STORM WATER PUMP STATION MAINTENANCE

Financial Impact:

Annual Expense: \$49,140

Budget: \$160,400 (101-80401-6001)

Summary:

The City currently has an active Maintenance Services Agreement with Axis General Construction, Inc. (Axis) for stormwater pump station maintenance. The current agreement was approved by the City Council on October 3, 2023, for a cumulative not-to-exceed amount of \$140,400 over an initial three-year term. This proposed amendment provides for the continued maintenance of the City's three stormwater pump stations, which receive monthly, quarterly, and annual preventive maintenance, as well as extraordinary repairs and emergency response. If approved, this Amendment extends the contract term by an additional two years and increases the contract amount by \$100,737.12 for a new cumulative not-to-exceed amount of \$241,137.12.

Recommended Action:

It is recommended that the City Council:

1. Approve Amendment No. 1 to the Maintenance Services Agreement with Axis General Construction Inc. to extend the contract term by two years and increase the contract amount by \$100,737.12 for a revised cumulative not-to-exceed contract amount of \$241,137.12 for the entire contract term; and
2. Authorize the Acting City Administrator, and/or her designee, to approve contract change orders up to 10% of the new cumulative not-to-exceed contract amount, or \$24,113.71; and
3. Authorize the Acting City Administrator, and/or her designee, to execute the necessary documents in a form approved by the City Attorney.

Strategic Plan Statement:

This item aligns with Strategic Goal No. 3, Infrastructure, Facilities, & Public Spaces, that the City will maintain and enhance streets, parks, and public facilities to ensure they are well-appointed, clean, attractive, and reflective of the City's commitment to quality.

Discussion:

On October 3, 2023, the Placentia City Council approved a Maintenance Services Agreement with Axis for stormwater pumpstation maintenance for a not-to-exceed amount of \$140,400 over a three-year term with a potential two-year extension. The City has three stormwater pump stations located at the Kraemer Boulevard, Melrose Street, and Placentia Avenue railroad grade separations. These three stations convey stormwater from beneath the railroad bridges, pumping it uphill through the storm drain system until it reaches gravity flow downstream. Routine preventive maintenance of the City's pump stations helps minimize flood risk, reduce associated street maintenance costs, and improve traffic safety during rainy weather. The contract scope of work provides for routine maintenance of each pump station, such as the cleaning of wet wells, flow monitoring, and the inspection and/or repairs of sump and main pumps. The scope of work also provides for extraordinary repairs as well as 24-hour emergency response.

Staff recommends that the City Council approve Amendment No. 1 to the Maintenance Services Agreement with Axis to extend the contract term by two years and to increase the not-to-exceed amount by \$100,737.12, for a new contract not-to-exceed amount of \$241,137.12.

Financial Summary:

The recommended action will approve Amendment No. 1 to the Maintenance Services Agreement with Axis, increasing the total contract amount by \$100,737.12 and extending the term by two years. If approved, the revised total not-to-exceed contract amount will be \$241,137.12. Sufficient funds exist in account 101-80401-6001, which has a budget of \$160,400. The future cost of the services will be proposed in the operating budgets for future fiscal years.

Attachments

[Proposed Amendment No. 1 - Axis General Construction](#)

[Original Agreement - Axis General Construction, Inc. - Storm Pump Station](#)

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
PROVISION OF STORM WATER PUMP STATIONS MAINTENANCE SERVICES WITH
AXIS GENERAL CONSTRUCTION INC**

This Amendment No. 1 ("Amendment") to Professional Services Agreement is made and entered into effective the 3rd day of October, 2026, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation ("CITY"), and AXIS GENERAL CONSTRUCTION INC, a California corporation (hereinafter "CONSULTANT"). CITY and CONSULTANT are sometimes hereinafter individually referred to as "Party" and or collectively referred to as the "Parties."

A. Recitals.

(i) CITY and CONSULTANT entered into a Professional Services Agreement ("Agreement") effective October 3, 2026, through which CONSULTANT has been providing professional services as more fully explained in the Scope of Services attached to the Agreement as Exhibit "A".

(ii) The Parties now seek to amend the Agreement to extend the termination date by an additional Two Years and increase the contract not-to-exceed amount by an additional One Hundred Thousand Seven Hundred Thirty-Seven Dollars and Twelve Cents (\$100,737.12).

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

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

B. Amendment to Agreement.

1. Section 2, Paragraph 1 of the Agreement is hereby amended to read as follows:

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "A." Contractor's total compensation shall not exceed a cumulative amount of Two Hundred Forty-One Thousand One Hundred Thirty-Seven Dollars and Twelve Cents (\$241,137.12).

2. Section 4, Paragraph 1 of the Agreement is hereby amended to read as follows:

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 60 months, ending on October 3, 2028, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

4. The Agreement, all amendments together with this Amendment No. 1 and all Exhibits attached thereto, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other modification of the Agreement, as modified by this Amendment No. 1 shall be binding unless

executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

5. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 1 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the Parties have caused Amendment No. 1 to the Consulting Services Agreement are to be executed as of the day and year first above written.

CONSULTANT

CITY OF PLACENTIA

By: Chris Purzycki
Chris Purzycki
President

By: _____
Rosanna Ramirez
Acting City Administrator

ATTEST:

By: _____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

By: _____
Christian L. Bettenhausen, City Attorney

EXHIBIT A

CONTRACTOR'S PROPOSAL AND SCOPE OF WORK



1100 E. Arlee Place - Anaheim, CA 92805
 Phone(714) 398-8322 - Fax(714) 782-7134
 info@axisms.com

Proposal

Date	9/11/2026
Proposal #	12168
P.O. No.	

JOB ADDRESS / CONTACT
City of Placentia Pump PM

BILLING INFORMATION
Saul Nungaray 714.926.1834 (C) snungaray@placentia.org

Thank you for the opportunity to bid this project.

Project
Placentia Contract

Description	Item	Price Per Item	QTY.	Total
This quote to confirm a 10% increase over the additional 2 year term for the City of Placentia Pump Preventative Maintenance contract.	Note	0.00		0.00
5% increase for 2026/2027 - New Contract amount - \$49,140.00 5% increase for 2027/2028 - New Contract amount - \$51,597.12				
October 1, 2026 - September 30, 2027 Kraemer Blvd Pump Station Monthly: \$1023.75 x 12 = \$12,285.00 Quarterly - \$1023.75 x 4 = \$4,095.00				
Melrose St Pump Station Monthly: \$1023.75 x 12 = \$12,285.00 Quarterly - \$1023.75 x 4 = \$4,095.00				
Placentia Ave Pump Station Monthly: \$1023.75 x 12 = \$12,285.00 Quarterly - \$1023.75 x 4 = \$4,095.00				
October 1, 2027 - September 30, 2028 Kraemer Blvd Pump Station Monthly: \$1074.94 x 12 = \$12,899.28 Quarterly - \$1023.75 x 4 = \$4,299.76				
Melrose St Pump Station Monthly: \$1074.94 x 12 = \$12,899.28 Quarterly - \$1023.75 x 4 = \$4,299.76				
		Total		



1100 E. Arlee Place - Anaheim, CA 92805
 Phone(714) 398-8322 - Fax(714) 782-7134
 info@axisms.com

Proposal

Date	9/11/2026
Proposal #	12168
P.O. No.	

JOB ADDRESS / CONTACT
City of Placentia Pump PM

BILLING INFORMATION
Saul Nungaray 714.926.1834 (C) snungaray@placentia.org

Thank you for the opportunity to bid this project.

Project
Placentia Contract

Description	Item	Price Per Item	QTY.	Total
Placentia Ave Pump Station Monthly: \$1074.94 x 12 = \$12,899.28 Quarterly - \$1023.75 x 4 = \$4,299.76 Sales Tax		8.75%		0.00
*Price Subject to change due to unforeseen circumstances. *Price good for 15 days. *Regular time is 7am-4pm, Monday-Friday unless otherwise stated. *All work performed on holidays may be at a different rate. *If a standard repair is being performed and additional unforeseen parts are needed there will be additonal charges.		Total \$0.00		

EXHIBIT B
INSURANCE REQUIREMENTS

EXHIBIT B

INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance

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

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

1. Commercial General Liability Insurance

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

2. Business Automobile Liability Insurance

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

3. Workers' Compensation and Employer's Liability Insurance

Workers' compensation insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000.00) per accident for any employee or employees of Consultant. Consultant agrees to waive and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, officials, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for, and maintaining in full force and effect for the duration of this Agreement, complete workers' compensation insurance, and shall furnish a certificate of insurance to the Project Manager before execution of this Agreement by the City. The City, its officers, officials, agents, employees, and volunteers shall not be responsible for any claims in law or equity occasioned by failure of the Consultant to comply with this Section.

4. Standards for Insurance Companies

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

B. Documentation and Other Provisions

1. The commercial general liability insurance policy and business automobile liability policy shall be endorsed to contain the following: The City of Placentia, its officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied, or used by the Consultant; and automobiles owned, leased, hired, or borrowed by the Consultant. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; and one of the following ISO completed operations forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.
2. Said policies shall not terminate, nor shall they be cancelled or coverage reduced, without at least thirty (30) days' written notice to the City. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any cancelled policy or reduction in the required coverage limits, the City may procure such insurance at Consultant's sole cost and expense.
3. The Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy.
4. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.

- 5. Defense fees and costs shall not deplete the limits of any insurance provided under this Agreement.**
6. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
7. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure the City is an additional insured on insurance required from subcontractors.
8. Consultant agrees to waive, and to obtain endorsements from insurers waiving, subrogation rights against the City, its officers, officials, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their insurance policies.
9. Coverage shall be on a standard occurrence form. Claims-made forms are not acceptable, except under the Professional Errors & Omissions ("E&O") Liability policy. Modified, limited, or restricted occurrence forms are not acceptable.

EXHIBIT C

CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/11/2026

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

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

PRODUCER Luis Schaeffer Ins Services PO Box 1032 Lancaster CA 93584	CONTACT NAME: Luis Schaeffer PHONE (A/C, No, Ext): 661-609-9892 E-MAIL ADDRESS: luis@lsinsagency.com FAX (A/C, No): 866-859-7592
INSURED Axis Mechanical Services 1100 E Arlee Pl Anaheim CA 92805	INSURER(S) AFFORDING COVERAGE INSURER A: Associated Industries Insurance Company, Inc. NAIC # 23140 INSURER B: Infinity Auto Insurance Company 20260 INSURER C: Kinsale Insurance Company 38920 INSURER D: Technology Insurance Company, Inc 42376 INSURER E: INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X		AES1217367-04	12/28/2025	12/28/2026	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 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X		50006845201	04/12/2026	04/12/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	X		0100341978-1	12/28/2025	12/28/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	TWP4819026	07/07/2026	07/07/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

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

Certificate holder is listed as additional insured with respect to General Liability per endorsement CG 20 10 07 04 attached.

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 <i>Luis Schaeffer</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
All persons or organizations where required by written contract with the Named Insured	Any location where you perform work for such additional insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclu-

sions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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
All persons or organizations where written contract with the Named Insured requires additional insured completed operations coverage. This form does not apply to your work on residential property.	Any location where you perform work for such additional insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

(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:
All persons or organizations where required by written contract with the Named Insured
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.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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

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

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

Schedule

Person or Organization	Job Description
Any person or organization as required by written contract.	

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

Endorsement Effective	7/7/2026	Policy No.	TWP4819026	Endorsement No.	0
Insured	Axis General Construction, Inc			Premium \$	23,691
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by _____

**CITY OF PLACENTIA
MAINTENANCE SERVICES AGREEMENT
WITH
AXIS GENERAL CONSTRUCTION, INC.**

THIS AGREEMENT is made and entered into this 3RD day of October 2023 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and AXIS GENERAL CONSTRUCTION, INC, a California Corporation ("Contractor").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to provide Storm Water Pump Station Maintenance Services as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONTRACTOR

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

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

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

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

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

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

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

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

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

1.8. Confidentiality. Employees of Contractor in the course of their duties may have

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "A." Contractor's total compensation shall not exceed Forty-Six Thousand, Eight Hundred Dollars (\$46,800.00) per year or, or a cumulative amount of One Hundred Forty Thousand, Four Hundred dollars over (\$ 140,400.00) over the initial three-year contract term..

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Contractor's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Contractor's standard hourly rates shall be paid to the Contractor for such additional services. Such increase in additional fees shall be limited to 25% of the total contract sum or \$25,000 whichever is more. The City Engineer is authorized to approve a Change Order for such additional services.

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A." The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of

performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Contractor is encountered, a time extension may be mutually agreed upon in writing by the City and the Contractor. The Contractor shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 36 months, ending on October 3, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The contract may also be extended for one additional two-year term based on the City's discretion and contractor performance.

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

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

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

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

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

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

5.0. INSURANCE

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

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

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

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

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

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

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

- (a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."
- (b) Notice: "Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Contractor shall forthwith obtain and submit proof of substitute insurance. Should Contractor fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Contractor's sole cost and expense."
- (c) Other insurance: "The Contractor's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."

- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.
- (e) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

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

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

Contractor shall designate a representative for purposes of this Agreement who 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.

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

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

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

IF TO CONTRACTOR:

Axis General Construction, Inc.
1100 E Arlee Place
Anaheim, CA 92805
Tel: 714-398-8322

Attn: Chris Purzycki

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714-993-8148

Attn: Joel Cardenas

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

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

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

6.8. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The

defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the 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. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

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

6.10. 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.

6.11. 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.

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

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

6.14. Conflict of Interest. 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 subcontractors 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.

6.15. 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.

6.16. Prohibited Employment. Contractor will not employ any regular employee of City

while this Agreement is in effect.

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

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

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and 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.

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

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

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

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

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

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

constitute one agreement.

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

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

CITY OF PLACENTIA,
A municipal corporation



Damien R. Arrula, City Administrator

Date:

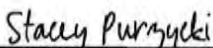
10/26/23

ATTEST:



Robert S. McKinnell, City Clerk

CONTRACTOR



Signature

Date: 10/5/2023

Stacey Purzycki

Secretary

Name and Title

263310960

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:



Christian L. Bettenhausen, City Attorney

Date:

10/12/23

APPROVED AS TO INSURANCE:

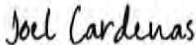


Krystle Murillo, Risk Manager

Date:

10/26/2023

APPROVED AS TO CONTENT:



Joel Cardenas, Superintendent

Date:

10/5/2023

DEPARTMENTAL APPROVAL:



Luis Estevez, Deputy City Administrator

Date:

10/9/23

EXHIBIT A**CONTRACTOR'S PROPOSAL AND SCOPE OF WORK**



CITY OF PLACENTIA

NOTICE INVITING BIDS MAINTENANCE SERVICE FOR STORM WATER PUMP STATIONS

Bid No. PW-CY-11

Key Bid Dates

Issue Date: August 14, 2023

Mandatory Walk-through: August 17, 2023, at 9:00am

Questions Due: August 24, 2023, by 10:00 am

Submittals Due: August 31, 2023, by 10:00 am

Bid Contact Person:

Joel Cardenas, Public Works Superintendent
jcardenas@placentia.org

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NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the City of Placentia, as AGENCY invites sealed bids for the below stated project and will receive sealed bids for the materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in this Bid Package.

DESCRIPTION OF WORK: Contractor shall furnish all necessary materials, labor, equipment and other incidental and appurtenant work necessary to provide pump stations maintenance. The equipment, supplies, and material shall be of good quality and in the amounts necessary. The general items of work include maintenance of sump pumps, electrical and removal of debris.

COMPLETION OF WORK: Contractor shall commence work following the date specified in the written notice to proceed from the City. The term of this contract shall be for three years with two potential one-year extensions based on contractor performance and at the sole discretion of the City

I. BID SUBMITTAL INSTRUCTIONS

A. MANDATORY PRE-BID MEETING AND JOB WALK

B. QUESTIONS: Any questions concerning this bid request must be submitted in writing through the City of Placentia's (City) electronic bid management system at: <https://pbsystem.planetbids.com/portal/54600/portal-home> by no later than the date and time specified on the cover page of this Notice Inviting Bids. No verbal requests or requests made in any other format will be accepted. Questions must be submitted individually and not in a paragraph format nor combined in a single submission. All posted questions will be answered VIA posting on PlanetBids under the "Q&A" or via in writing and conveyed by posting an addenda under the "Addenda/Emails" tab.

C. COMMUNICATION: No employee or agent of the City shall discuss or otherwise communicate with any vendor specific information related to a competitive bid process prior to bid closing, except as described above in the instructions for submitting questions to the City. This process allows staff to respond to all questions through a formal addendum process, whereby all potential bidders receive the same information at the same time. However, general process questions regarding an open bid may be directed to the Purchasing contact listed on the cover page of this Notice Inviting Bids at any time. **BID UPDATES:** All notifications, updates, and addenda will be posted on the City's bid management and publications system at: <https://pbsystem.planetbids.com/portal/54600/portal-home>.

D. BID UPDATES: All notifications, updates, and addenda will be posted on the City's bid management and publications system at <https://pbsystem.planetbids.com/portal/54600/portal-home>.

E. BID BONDS When deemed necessary by the City, Bid Bonds shall be furnished by all bidders in the amount of at least 10% of the bid, to guarantee that bidders will enter into contract to furnish goods at prices stated.

The following Bonds are required:

BID BOND (All Bidders): A Bid Bond is required for this bid. The value of the Bid Bond shall be 10% of the bid amount. The Bid Bond upon a form provided by bidders' surety company or a certified check payable to the City of Placentia and drawn on a solvent bank of the United States of America, is required with the bid. A scanned copy of the Bid Bond shall be submitted along with the electronic bid, by the bid submission deadline. The original hard copy of the Bid Bond shall be submitted to the Public Works Department at the address listed below, as a guarantee that the contractor, if awarded a contract, will execute and deliver such contract to the City.

Bidders shall submit Bid Bond or Certified Check in a sealed envelope to the address shown below:

City of Placentia
Attn: Joel Cardenas
401 East Chapman Avenue
Placentia, CA 92870

Documents shall be clearly labeled in a sealed envelope or box as follows:

**Bid No. PW-CY-11 MAINTENANCE SERVICE FOR
STORM WATER PUMP STATIONS**

Bid Bond or Certified Check must be received no later than 3 business days after the bid due date.

Note: The Certified Check received from bidders in lieu of a bid bond shall be returned upon the City's awarding of a contract.

All deposits will be held until a Contract has been executed with the successful Bidder or all bids have been rejected.

F. CONTRACTOR REQUIREMENTS:

In accordance with provisions of Section 3300 of the California Public Contract Code, the AGENCY has determined that the Contractor shall possess a valid **California Contractor's License C-10 Electrical or Class A -General Engineering**. Failure to possess such license may render the bid non-responsive and bar the award of the contract to that non-responsive Bidder. The successful Contractor and his/her subcontractors will be required to possess business licenses from the AGENCY.

G. REFERENCES: Contractor shall provide three (3) references, for which Contractor has performed similar services under contracts awarded by a similar public agency,

which demonstrate Bidder's ability to provide the supplies, equipment, or services required by this Notice Inviting Bids. References should be included with the Bidder's Statement and Company Information Form (ATTACHMENT A).

City may disqualify a Bidder if:

- a. References fail to substantiate Bidder's description of services and deliverables provided; or
- b. References fail to support that Bidder has a continuing pattern of providing capable, productive, and skilled personnel, or
- c. City is unable to reach the point of contact with reasonable effort. It is the Bidder's responsibility to inform the point of contact(s) of normal City working hours.

- H. ALTERNATIVES:** All bids with material substitutions or deviations from the specified items will be rejected as non-responsive. Bidders must submit a request for pre-approval of any equivalent, equal, alternative, or changes by following the directions for questions described above, prior to the deadline to submit questions. The City has the option of accepting or rejecting any proposed alternative and any bid that includes alternatives. Brand names, if any, are given for quality control only. Bids on "equals" are encouraged, however, the bidder must give evidence of equal utility and quality by providing specification sheets and description of products proposed as alternatives for each line item, and a description of the request on company letterhead.
- I. QUANTITIES APPROXIMATE:** Quantities shown on the Bid Form, in an estimate included in the Special Provisions, or elsewhere herein shall be considered as approximate only, being listed for the purpose of serving as a general indication of the amount of work or materials to be performed or furnished, and as a basis for the comparison of bids. The City does not guarantee nor agree, either expressly or by implication, that the actual amounts required will correspond with those shown, but reserves the right to increase or decrease the amount of any item or portion of work or material to be performed or furnished or to omit any such item or portion, in accordance with the Contract Documents, without in any way invalidating the Contract, should such increase, decrease or omission be deemed necessary or expedient.
- J. PRICING REQUIREMENTS:** Bidders must supply all bid items and provide unit prices for all items listed in this Notice Inviting Bids, including any shipping/handling fees. Bid proposals that do not include all items listed may be deemed non-responsive.
- d. Prices shall be FOB Destination Placentia
 - e. Prices must not include sales tax.
 - f. Pricing must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, insurance, business expenses, incidental supplies, mileage, and fuel.
 - g. Charges such as FUEL SURCHARGE, DELIVERY FEE, or any other miscellaneous charges must be noted.

- K. TAX:** Do not include sales tax in your unit prices. Bidder shall show as a separate item California State Sales and/or Use Tax percentage. However, sales tax will not be included in during the evaluation of bids.
- L. SITE INSPECTIONS:** When appropriate, Bidders are encouraged to examine the locations, physical conditions, and surroundings of the proposed work sites on their own to determine the extent to which these factors will influence or affect performance of work. Failure to inspect sites shall not relieve the Contractor from fulfilling the obligations of the Contract. The City shall assume that bidders have investigated and are satisfied with the expected conditions, quality of the work to be performed, and the requirements of these specifications.
- M. AWARD:** The following criteria will be included in the evaluation process for selection of the award recipients(s):
- a. Ability to meet specifications;
 - b. Proposed price;
 - c. Delivery lead time;
 - d. Past record of performance in providing similar services; including such factors as timely response and cooperation

The City reserves the right to award the Contract to other than the lowest Bidder, to reject any or all bids, to cause re-soliciting of the bids, or to take such other course of action as the City deems appropriate at the City's sole and absolute discretion. The City shall endeavor to award contract to the lowest, responsive, responsible Bidder.

- N. BID SUBMISSION:** No bid will be considered for award unless properly and successfully submitted through the electronic bid management system at: <https://pbsystem.planetbids.com/portal/54600/portal-home> by the date and time specified on the cover page of this Notice Inviting Bids . All bids must be signed by an authorized representative.

All required sections, including pricing, shall be submitted via the website. Bidder is solely responsible for "on time" submission of their electronic bid. The bid management system will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from the bid management system indicating their bid was submitted successfully. The City will only receive those bids that were transmitted successfully. **DO NOT FAX OR E-MAIL.**

NOTE: E-Bids are sealed and cannot be viewed by the City or any other person or entity until the closing date and time. If you need to withdraw your bid, you may do so at any time before the bid deadline, by going back into the system and selecting "withdraw".

- O. BID WITHDRAWAL:** Bids may be withdrawn by submitting a written request any time prior to the scheduled closing time for receipt of proposal. No proposal may be withdrawn for a period of ninety (90) days thereafter.

- P. REJECTION:** The City reserves the right to reject any or all bids and to waive any minor informality in any bid and to take all bids under advisement for a maximum period of 90 days. The City and Contractor are bound by the procedures set forth in the Placentia City Charter for Public Works Construction contracts and applicable law.
- Q. PERIOD OF ACCEPTANCE:** Unless otherwise stated, bids shall be subject to acceptance by the City for a period of ninety (90) calendar days following the opening of bids.
- R. SAMPLES:** When required, bidder shall furnish samples of items free of expense to the City, and if not destroyed by test may, upon request made at the time the sample is furnished, be returned at the bidder's expense.
- S. PROHIBITED INTEREST:** Bidder agrees it shall disclose to the City in writing any financial interest, direct or indirect, in Bidder's business or in this transaction held by any City Council member or any City officer or employee. City reserves the right to refuse any bid if City determines a conflict of interest exists. A conflict of interest may be determined to exist in any instance where the City officer or employee participates in or influences any decision-making process affecting a bid or contract in any way whatsoever.
- T. FAIR EMPLOYMENT PRACTICES:** The Contractor shall complete and enclose with his bid the compliance report attached to the proposal, stating that the Contractor will pursue an affirmative course of action as required by the affirmative action guidelines.

As set forth in Labor Code section § 1735, no discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Government Code section § 12940. Every Contractor for public works violating this provision is subject to all of the penalties imposed for a violation of Labor Code Div. 2, Part 7, Chapter 1.

- U. Prevailing Wages:** No contractor or subcontractor may be listed on a bid proposal for a public works project or specific maintenance services unless registered with the Department of Industrial Relations ("DIR") pursuant to Labor Code section 1771.1(a). In accordance with the provisions of Section 1770, et seq., of the Labor Code, the Director of the Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. The Contractor will be required to pay to all persons employed on the project by the Contractor sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1." These documents can be reviewed in the office of the City Clerk or may be obtained from the State DIR. This project is subject to compliance monitoring and enforcement by the DIR. Registration can be accomplished by using the following link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

V. LOCAL VENDOR PREFERENCE: For bid evaluation purposes qualified bidders may receive a 5% preference for " businesses located within the City of Placentia, is given respectively on all qualifying bids for materials, supplies, labor, equipment or services, pursuant to the Local Business Preference Program under Chapter 3.95 of the Placentia Municipal Code.

W. FILING A PROTEST: Bidders may file a protest to an IFB with the City's Purchasing Department. In order for a Bidder's protest to be considered valid, the protest must:

- Be filed in writing within five (5) business days after the bid issue date for protests related to specifications or before 5:00 p.m. of the 5th business day following the posting of Bid Results/Notice of Intent to Award Contract on the City's website;
- Clearly identify the specific irregularity or accusation;
- Clearly identify the specific City staff determination or recommendation being protested;
- Specify, in detail, the grounds of the protest and the facts supporting the protest; and

Include all relevant, supporting documentation with the protest at time of filing. If the protest does not comply with each of these requirements, it will be rejected as invalid. If the protest is valid, the City shall review the basis of the protest and all relevant information. The City will provide a written decision to the protestor within ten (10) business days from the receipt of the protest. The decision from the Purchasing Manager, or his/her designee, is final and no further appeals will be considered.

II. SCOPE OF WORK AND SPECIFICATIONS

A. GENERAL

1. REQUIREMENTS

- a. Work will ordinarily be performed between the hours of 7:30 AM and 5:30 PM, Monday through Friday. During emergencies, work may be required at other than normal hours. The Contractor must receive the approval of the Director of Public Works or his/her authorized representative prior to commencing work during hours outside those stated above.
- b. Contractor shall maintain an adequate crew of at least two experienced employees to perform the services required.
- c. Contractor will be required to supply a list of equipment owned and available for work.
- d. Contractor will be required to supply a list of references for similar work performed.
- e. Contractor will be required to supply list of sub-contractors if applicable.
- f. Contractor may be required to supply additional experience references if requested by City.
- g. Contractor shall provide City with required proof of liability insurance, workman's compensation insurance, vehicle insurance, and City business license as noted in the contract.
- h. Contractor shall be responsible for Contractor's compliance in all respects with the prevailing wage rates to all the laborers involved, and with California Labor Code Section 1770 et seq., including the keeping of all records required by the provisions of Labor Code Section 1776 and the implementing administrative regulations. The City shall be a third-party beneficiary of the forgoing covenant with rights to enforce the same as against the Contractor.
- i. Hourly rates and unit prices quoted shall include all safety equipment required. Traffic control may be required on some sites and shall be included in quoted prices.
- j. Hourly rates charged for emergency work and extraordinary work/repairs shall be for actual time spent on the job site.
 - i. Travel time to the job site will not be paid. No additional truck or equipment charges shall be allowed.
 - ii. Costs for all equipment and vehicles used for this contract shall be incorporated into the unit bid pricing provided in the bid schedule.
 - iii. All extraordinary work and emergency/after-hours repair work shall be paid on a time and materials basis at the specified hourly rates included in the bid schedule.
 - iv. Payment for materials and supplies used for extraordinary work or repairs shall be based on the contractor's cost for said material and supplies with a maximum 15% contractor markup. All invoices for extraordinary and repair work shall include back up documents/invoices of contractor-supplied materials used on extraordinary and repair work.
- k. The Proposal will be awarded based on an analysis of Proposal Prices; Statement of Experience, Statement of Equipment, List of Sub-

Contractors/Vendors, and all provisions noted in the Instructions to Proposers and General Provisions and Specifications sections of the Specification Package. The City may award to one or more contractors as required to meet its needs.

- l. At any time prior to Proposal date, Contractor may inspect City property for further information, if desired. City representatives will be available if desired to answer questions.
- m. Contractor shall protect any and all private property adjacent to work areas. Any damage to private property resulting directly or indirectly from Contractor's actions shall be the responsibility of the Contractor.
- n. All employees of Contractor shall wear a uniform or shirt that clearly identifies the company.
- o. All employees of Contractor shall wear an orange safety vest whenever working in City streets, or within 10 feet of City streets.
- p. Contractor must be able to provide a list of employee's names, dates worked, and hours worked on each date if requested by the City.

2. PERSONNEL

- a. The contractor shall use and furnish all labor necessary for the satisfactory performance for the work set forth in this contract.
- b. Contractor's Laborers**
 - i. The Contractor agrees to require his/her laborers to present a neat appearance at all times while engaged in the performance of their duties and maintain good bearing and deportment toward the public. Should for any reason an employee be unsatisfactory in the opinion of the Public Works Director or authorized representative, the Contractor, when notified in writing, shall cause that employee to be removed from the job and replaced by a satisfactory laborer.
- c. Laborer Attire**
 - i. The Contractor shall require each of his/her employees to adhere to basic standards of working attire. These are to include uniforms, with the Contractor's company name or insignia clearly visible, proper shoes and other gear required by State Safety Regulations, and proper wearing of clothing, which includes that shirts shall be worn at all times, buttoned and tucked in.
- d. Typical Tasks**
 - i. Contractor shall supply laborers with the skills to perform various semi-skilled duties in connection with pump stations maintenance.
- e. Experience**
 - i. Supervisors/foremen shall have a minimum of five (5) years of experience in the pump stations maintenance field.
- f. Licenses**
 - i. Laborers will be required to possess a valid and current California Driver License, including all insurances as required by the City.
- g. Knowledge and Abilities**
 - i. The Contractor's representative shall have a general knowledge of the pump stations maintenance industry, including suitable

experience in the field to perform the required work in a safe and thoughtful manner.

3. EQUIPMENT

a. The contractor shall use and furnish all equipment necessary for the satisfactory performance of the work set forth in this contract.

b. Vehicles

i. Contractor shall display the name of their firm on any/all vehicles used or otherwise by the Contractor's employees. The firm name shall be in letters large enough to be easily legible from a distance of fifty (50) feet during the course of their work.

c. Maintenance

i. All equipment used by the Contractor shall be kept in a neat and clean appearance and maintained in top mechanical condition. All equipment shall be properly adjusted, from an operational safety standpoint.

d. Storage of Equipment

i. The Contractor is required to supply storage for equipment that is used in the City. Equipment shall not be stored in the public right of way or on any other City property without written authorization from the Public Works Director or authorized representative.

4. MATERIALS

a. The Contractor is required to supply storage for materials that are used in the City. Material shall not be stored in the public right of way or any other City property without written authorization from the Public Works Director or authorized representative.

5. SUPERVISION

a. The Contractor shall provide such adequate supervision as to furnish ongoing supervision of workmanship and adherence to schedules by the laborers performing the work under contract. The field supervisor or their representative shall check with the Public Works Director or an authorized representative weekly as to (1) schedule of work; (2) complaints, and (3) adequacy of performance. The Contractor shall submit such reports as the City may require ensuring compliance with scheduled work. The Contractor's field supervisor shall be onsite while work is in progress.

6. TELEPHONE, ELECTRONIC MAIL, AND EMERGENCY SERVICE CONTACT INFORMATION

a. The Contractor shall provide the City at all times throughout the duration of this contract emergency telephone numbers of at least two (2) qualified persons who can be called for emergency conditions at any time that Contractor's representatives are not immediately available at the job site. An alternate emergency number shall be provided in case no answer is received at the first number. The emergency number shall be used to contact the representative of the Contractor who can take the necessary

action required to alleviate an emergency condition which threatens to cause damage to any City property.

- b. In addition, the Contractor shall employ person(s) to answer telephone and e-mail complaints, requests for service, etc. (an answering service will not be considered sufficient for this purpose) during normal City working hours. Normal City working hours is 7:30 A.M. to 5:30 P.M., Monday through Friday.
- c. Contractor is required to maintain an office within the Orange County area. Contractor is further required to provide the City with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out by the Contractor shall not be more than thirty minutes and shall be considered part of the normal contract except when delayed by problems caused by vehicle accidents or Acts of God.

B. SPECIFICATIONS

1. METHODS / PROCEDURES:

- a. Wet wells shall be pumped out and cleaned at least twice a year, or more often if necessary.
- b. Inspection of pumps (submersible and dry) shall be performed quarterly. Inspection of the impeller should be performed quarterly or when motor hours are not within 10 percent of each other.
- c. Inspection of the check valves shall be performed at least twice a year, to insure proper working order.
- d. Cleaning and inspections of floats shall be performed four (4) times a year to assure proper performance.
- e. Inspection of the light and alarm systems shall be performed quarterly.
- f. Installation of an hour meter on each motor will give one an accurate record of how often each motor is cycling; and hence, the amount of water being pumped through the system. It is recommended to alternate lead pumps at least quarterly. A logbook of motor hours, dates and maintenance performed shall be kept.
- g. Installation of a flow meter on each pump will give one an accurate record of how much flow is being processed through the system. A logbook of flow records, dates and maintenance performed shall be kept onsite.
- h. Amp and vibration readings shall be taken at least once a month on each motor in the on-site pump station. If the readings do not meet the manufacturer's specifications, it is an indication that debris is lodged in the propeller within the motor, or that water has entered the motor housing or the wiring.
- i. An annual inspection of all electrical motor control equipment shall be performed to find poor connections and worn parts. This inspection shall include infrared testing and panel maintenance.

- j. During routine inspections, the emergency backup generator needs to be visually checked for fuel level, battery, and general condition. At least quarterly, the generator shall be operated, under load, to ensure proper operation and per operating permit requirements. This test is to be conducted by tripping power to the station and observing a successful transfer to generator power for at least 15 minutes.

2. Pump Station Inspection Schedule

a. MONTHLY

- i. Open wet well and visually inspect the pumping of each pump.
- ii. Completely pump down the wet well to its lowest point and make a visual inspection.
- iii. Hose the wet well down during the pump down process.
- iv. Inspect wet well for any build up on surface, clean when needed.
- v. Pumps and piping are checked visually for defects.
- vi. Power backup generator needs to be checked, and started (fuel level, battery, and general condition).

b. QUARTERLY

- i. Visually inspect the station for vandalism.
- ii. Clean up any trash or debris material.
- iii. Record pump hours for each pump.
- iv. Run each pump by hand / manual control and watch level control go up and down to ensure pumps are operating properly.
- v. Wash and clean the wet well using a vac-con truck annually.
- vi. Place pump controls back in auto position prior to leaving station.
- vii. Visually inspect emergency generator for fuel and ability to operate properly.
- viii. Test all panel lights and change as needed to ensure proper operation.
- ix. Generator is to be operated, under load, for 15 minutes. This test is to be conducted by tripping power to the station and observing a successful transfer to generator power. Emergency generators are to be operated per manufacturer's requirement and in compliance with any City, County, or State Agency operating permit.
- x. Lock up station, including exterior power panels if required, prior to leaving.
- xi. Complete all required paperwork.

c. OTHER DUTIES

- i. Assist maintenance staff as needed for repair work requirements.

- ii. Respond to all pump station alarms or call for service from City Staff.
 - iii. Maintain all required pump station field logs.
 - iv. Report all problems with pump station to the Public Works Superintendent and Public Works Supervisor.
 - v. Record all problems or observations at the pump station in the pump station journal.
 - vi. Must respond within 30 minutes for emergency call outs.
3. Payment for all monthly, quarterly, and annual maintenance services shall be based on the monthly unit bid price payment amount provided by contractor for each City pump station.

Extraordinary Repair Work

Extraordinary repairs require a written cost proposal from the contractor and approval from the City prior to commencing work. Extraordinary repairs shall be charged at the hourly rate included in the contractor's bid schedule. This hourly rate also includes after-hours emergencies. The cost incurred for any materials and parts used by the contractor shall be billed to the City with a maximum 10% mark-up. Invoices submitted to the City for payment must include back-up documentation indicating the price charged to the contractor for materials. The hourly rate charged to the City shall be for time spent on the job – driving to the job site is not included in that cost. Prior to payment of invoices, contractor must furnish PM checklists for each location serviced that clearly identifies the work completed at each site. No additional compensation will be allowed for extraordinary repairs.

Progress of Work

Work shall proceed in an orderly manner. Wherever possible, repair work shall be completely finished prior to workmen proceeding to the next location. Any exceptions shall be approved by the Public works superintendent or authorized representative.

Alterations

The City reserves the right to increase or decrease the quantity of any item or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the City. The Public works superintendent or authorized representative may make such alterations or deviations, additions to, or omissions from these specifications, as may be determined during the progress of the work to be necessary and advisable for the proper completion thereof. Such alterations or deviations, additions or omissions shall in no way affect or make void the contract. Upon written order of the Public works superintendent or authorized representative, Contractor shall proceed with the work as increased, decreased or altered.

Acceptance of Work Done

The Public works superintendent or authorized representative will make inspections and determine that the work has been completed in all respects in accordance with these specifications.

Protection of Existing Utilities

The Contractor must take all due precautionary measures to protect all of the existing utilities. When necessary, the Contractor shall have all utilities located by contacting the responsible agency at least 48 hours prior to commencing any work. The Contractor's attention is directed to the one-call utility notification service provided by Underground Service Alert (USA). USA member utilities will provide the Contractor with the locations of their substructures when given at least 48 hour notice. Such requests should be requested through USA (1-800-422-4133).

Protection of Private Property

The Contractor must remain within the maintenance areas to the best of his ability. The Contractor must protect all existing private property.

Protection of Maintenance Areas

Contractor shall protect property and facilities adjacent to the maintenance areas and all property and facilities within the maintenance areas. After completion of project, the maintenance area shall be clean and in a presentable condition. All public or privately owned improvements and facilities shall be restored to their original condition and location. In the event improvements of the facilities are damaged, they shall be replaced with new materials equal or better to the original. Contractor shall repair such damage at their expense.

Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street; way or parking area during performance of the contract work, and Contractor shall conduct his/her operations so as not to interfere with the authorized work of utility companies or other agencies in such streets, ways or parking areas.

Withholding of Payment

If, in the event that inadequacies/deficiencies are determined by the Public works superintendent or authorized representative, the Contractor will have 24 hours from the time such items have been determined to be corrected as necessary. If Contractor fails to correct within 24 hours, Contractor shall be fined the amount previously determined at the time of the initial inspection. Deductions from the monthly payment due, for work not performed, will be based upon the bid worksheets, which are to be submitted at the time of bid.

Meetings

Contractors shall provide the Public works superintendent or authorized representative with a contact person(s) and a phone number to reach the contract representative at all times, 24 hours per day.

Contractor shall appoint and identify to Public works superintendent or authorized representative a "site supervisor." This site supervisor shall meet with staff one (1) time per week at a time and place agreed upon by both parties for as long as the contract is in effect to discuss any problems/concerns which may arise and any goals for the day/week.

III. BIDDER'S PROPOSAL FORM

MAINTENANCE SERVICES FOR STORM WATER PUMP STATIONS PROJECT BID SCHEDULE

The undersigned declares that they have carefully examined the specifications, have read the accompanying instructions to bidders, and hereby propose to provide the services, in accordance with City needs and/or fund availability and the specifications provided herein.

Indicate unit price for each line item. Total quotation is to be firm offer for no less than ninety (90) days and will be regarded by the City as bidder's best and final offer.

BID ITEM	ITEM DESCRIPTION	MONTHLY	QUARTERLY	TOTAL
1.	Kraemer Boulevard Pump Station; Monthly, Quarterly and Annual Maintenance Services	\$ <u>975</u> X12 \$ <u>11 700</u>	\$ <u>975</u> X4 \$ <u>3900</u>	\$ <u>15 600</u>
2.	Melrose Street Pump Station; Monthly, Quarterly, and Annual Maintenance Services	\$ <u>975</u> X12 \$ <u>11 700</u>	\$ <u>975</u> X4 \$ <u>3900</u>	\$ <u>15600</u>
3.	Placentia Avenue Pump Station; Monthly, Quarterly, and Annual Maintenance Services	\$ <u>11 700</u> 975 X12 \$ <u>11 700</u>	\$ <u>975</u> X4 \$ <u>3900</u>	\$ <u>15600</u>
Grand Total				<u>46,800.00</u>

GRAND TOTAL MAINTENANCE COST IN FIGURES AND WORDS (BASED ON BID SCHEDULE- IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES THE WORDS SHALL PREVAIL):

Annual cost for all three pumps \$ 46,800.00

Annual cost X3 for the grand total in figures \$ 140,400.00

Words _____

Labor Rates for Extraordinary Work

Normal Business Hours Rate

\$ 155

Emergency After-Hours Rate

\$ 275

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 INPUTED ON-LINE IN PLANET BIDS****

GENERAL PROVISIONS

- A. ASSIGNMENT:** Vendor may not assign, transfer, delegate, or subcontract any right, obligation, performance herein without the prior written consent of the City's Project Manager and any such assignment, transfer, delegation, or subcontract without the Project Manager's prior written consent shall be considered null and void.
- B. BID EXPENSES:** The City shall not be liable for any expenses incurred by potential vendor(s) in the preparation or submission of their bids. Pre-contractual expenses are not to be included in the vendor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Bidder in:
1. Preparing its bid in response to this Notice Inviting bid;
 2. Submitting that bid to the City;
 3. Negotiating with the City any matter related to the bid; and,
 4. Any other expenses incurred by the Bidder prior to the date of the award and execution, if any, of the Contract.
- C. BUSINESS LICENSE:** The City requires any person, including but not limited to, an individual, corporation, or sole proprietor who wishes to conduct any business within the City of Placentia must secure a City of Placentia business license upon award of the resulting contract. The awarded party shall maintain a current business license throughout the term of the resulting contract. Procedure to obtain a City of Placentia business license is available on the City's website: <https://www.placentia.org/412/Business-Licenses>.
- D. COMPLIANCE WITH LAWS:** Vendor shall, at its sole expense, comply with all applicable technical bulletins, trade, federal, state, and local laws, ordinances, rules and regulations, including, but not limited to laws applicable to the subject matter hereof at the time services are provided to and accepted by the City. Vendor shall comply with all applicable federal, state, and local safety requirements.
- E. DEFAULT:** In case of default by the Vendor of any of the conditions of this bid or contract resulting from this bid, the Vendor agrees that the City may procure the articles or services from other sources and may deduct from the unpaid balance due the Vendor, or collect against the bond or surety, or may invoice the Vendor for excess costs so paid plus reasonable administrative costs. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made.
- F. DELIVERY:** Time of delivery of goods or services is of the essence. City reserves the right to refuse any goods or Services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to specifications included herein. Acceptance of any part of the order for goods shall not bind City to accept future shipments nor deprive it of the right to return goods already accepted at the Vendor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by City. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by City. No minimum delivery amount shall be accepted by City.

All goods shall be shipped F.O.B. destination designated by the City. Vendor assumes full responsibility for packing, crating, marking, transportation, and liability for loss and/or damage. All transportation charges to be prepaid by Vendor.

- G. **FORCE MAJEURE:** If execution of this contract shall be delayed or suspended, and if such failure arises out of causes beyond the control of and without fault or negligence of the bidder, the bidder shall notify the City in writing within twenty-four (24) hours of such delay.
- H. **GENERAL GUARANTEE:** The Vendor guarantees that a) Vendor owns all rights, title and interest in the products and services and has the legal authority to sell, license or otherwise transfer the right to use to the City; b) the products and services are free from defects in material and workmanship for a minimum period of one (1) year from the date of acceptance by the City, unless otherwise stated as part of the bid; and c) Vendor shall repair or replace all such defective goods F.O.B. destination.
- I. **INDEMNIFICATION:** The Vendor guarantees and agrees to indemnify, defend and hold harmless the City against any or all loss, liability damages, demands, claims or costs alleged by third parties arising out of Vendor's performance. This includes defective material and products, faulty work performance, negligent or unlawful acts, and noncompliance with any applicable local, state or federal codes, ordinances, orders or statutes including, but not limited to, the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. This guarantee is in addition to and not intended as a limitation on any other warranty, expressed or implied.
- J. **INDEPENDENT CONTRACTOR:** The Agreement between the City and Vendor is not intended and shall not be construed to create the relationship of principal agent, servant, employee, partnership, joint venture, or other association, as between the City and Vendor. The Vendor understands and agrees that all persons furnishing services to the City pursuant to the Contract are, for purposes of worker's compensation, employees solely of Vendor and not of the City. The Vendor shall bear the sole liability for furnishing worker's compensation benefits to any person for injuries arising from or connected with services provided to the City hereunder.
- K. **INSPECTION:** City shall be under no obligation to unpack or inspect the products and/or service. The Vendor shall be responsible for the consequences of negligent manufacture and packing, and for the consequences of negligent handling prior to point where City assumes ownership. The expense of subsequent tests due to failure of goods first offered will be charged against the Vendor.
- L. **INSURANCE:** Prior to undertaking performance of work under this Contract, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

Commercial General Liability Insurance

Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to

this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.

Business Automobile Liability Insurance

Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.

Worker's Compensation Insurance

In accordance with the provisions of Section 3300 of the Labor Code, Contractor is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Contract, Contractor agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.

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

- (a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The following requirements apply to the insurance to be provided by Contractor pursuant to this section:

- Contractor shall maintain all insurance required above in full force and effect for the entire term of contract
- Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City
- Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City
- Contractor shall supply City with fully executed additional insured endorsements.

M. PUBLIC AGENCIES: Public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract or "piggyback", subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent contract between Contractor and another public agency.

N. SUBCONTRACTING: No performance of this contract or any portion thereof may be assigned or subcontracted by Contractor without the express written consent of the City. Any attempt by the Contractor to assign or subcontract any performance of the terms of this contract without said consent shall be null and void and shall constitute a default under this contract.

In the event of such a default, the City may immediately terminate this contract. In the event the City consents to assignment or subcontracting, each term and condition of this contract shall be binding on the assigns, successors or administrators of the respective parties.

In the event the City consents to subcontracting, the Contractor shall include in all subcontracts the following provision: "This contract is a subcontract under the terms of a prime contract with the City of Placentia. All provisions of that prime contract shall apply to this subcontract."

The Contractor and all subcontractors must obtain and maintain in effect a valid City of Placentia Business License prior to commencement of work, and during the entire time that work is being performed under the contract. All permits and licenses necessary to the performance of this project shall be secured by the Contractor at the Contractor's own expense. The Contractor shall pay all taxes properly assessed against any equipment or property used or required in connection with the performance of security services.

Contractor shall indemnify, defend, and hold harmless the City and its employees and agents from any and all liability arising or resulting from the employment of any subcontractors and their employees in the same manner as for Contractor's own employees.

O. TERMINATION: The City reserves the right to terminate the order or delay delivery or acceptance of any products and/or services ordered resulting from this bid without penalty. Upon receipt of any written notice of termination from City, Contractor shall immediately cease all services hereunder except such as may be specifically approved

P. DIR REGISTRATION: This project is a public work and subject to the following: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is

subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors are further cautioned that certified payrolls shall be submitted electronically directly to the Department of Industrial Relations.

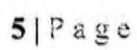
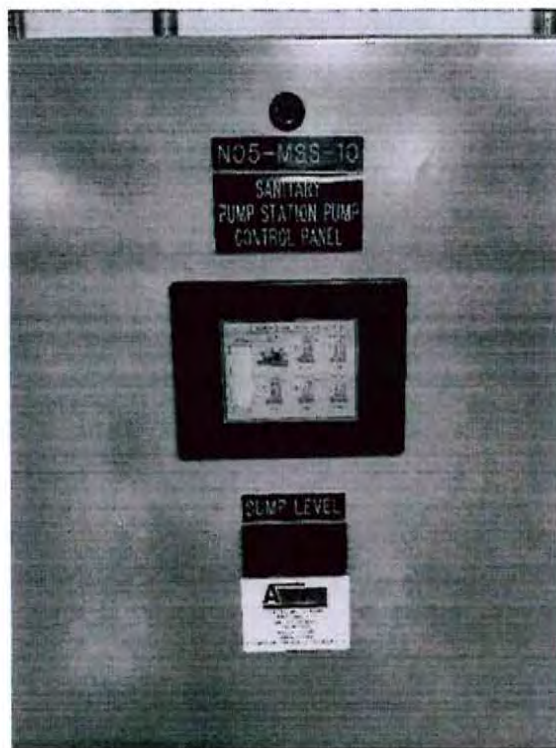
- Q. PREVAILING WAGE:** The Director of the Department of Industrial Relations of the State of California has ascertained the prevailing rate of per diem wages in dollars, based on a working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction or maintenance contract, which may be awarded by Public Works. The current prevailing wage rates as adopted by the Director of the Department of Industrial Relations are incorporated herein by reference and may be accessed at <http://www.dir.ca.gov/> (General Prevailing Wage determination made by the Director of Industrial Relations / Pursuant to California Labor Code Part 7, Chapter 1, Article 2, Section 1770, 1773 and 1773.1).

Contractor is required to pay the prevailing wage rate referred to above and is responsible for selecting the craft/classification of workers which will be required to perform this service in accordance with the Contractor's method of performing the work. Pursuant to Section 1775 of the Labor Code (State of California) Contractor shall forfeit \$50 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Contract or by any subcontractor.

1. Prevailing Wage Compliance and Monitoring:

Contractor is aware of the requirements of the California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirement on "public works" and "maintenance" projects. Since the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by Prevailing Wage Laws and since the total compensations is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement/Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the job site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- R. RETENTION:** In accordance with the Contract, five percent (5%) of any progress payment will be withheld as a retention. Pursuant to Section 22300 of the Public Contract Code, at the request and expense of the Contractor, approved securities equivalent to the amount withheld may be deposited with the AGENCY or with a state or federally chartered bank as the escrow agent, and AGENCY shall then pay such moneys to the Contractor. Refer to the Contract for further clarification.
- S. TIME FOR COMPLETION OF WORK AND LIQUIDATED DAMAGES:** Contractor shall complete work specified herein within the agreed Schedule of Performance per the Agreement after the commencement date stated in the Notice to Proceed. The City will assess liquidated damages at the rate of \$500 per calendar day that the Contractor exceeds the specified date of completion.



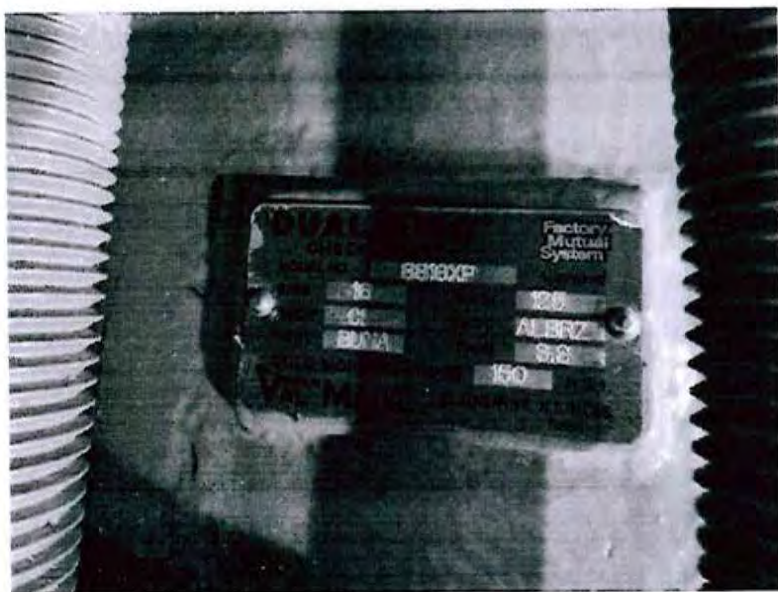
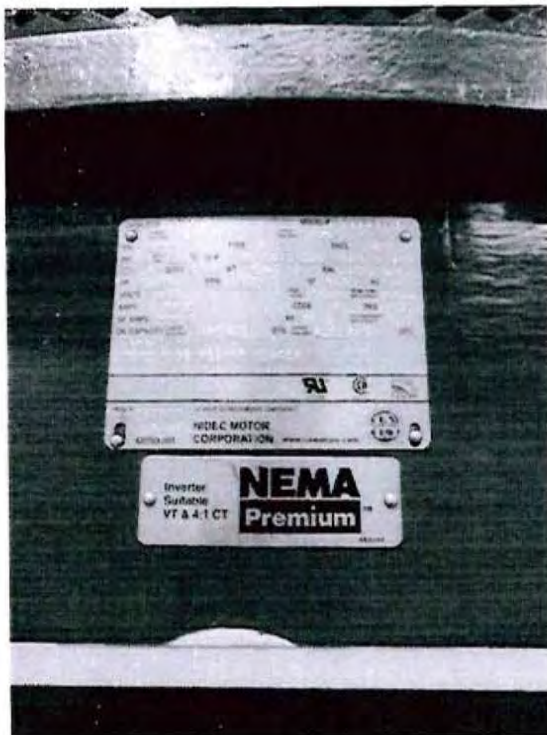
Melrose Pump Room





Placentia Ave Pump Room







ATTACHMENT A BIDDER'S STATEMENT AND COMPANY INFORMATION

A. COMPANY INFORMATION

Company Full Legal Name:	AXIS GENERAL CONSTRUCTION, INC		
Business Address:	1100 E. ARLEE PLACE		
Southern California Address: (if different)			
Website Address:			
Length of time firm has been in business:	15		
Type of business: (LLC, Partnership, or Corporation)	S CORP	If incorporated, State of Incorporation:	CA
Taxpayer I.D. No. 26-3310960	DIR Registration Number 1000059209		
CSLB Number(s) 924887	Contractor's License Classification(s) B, C16, C36, D21		
Project Manager Contact Information			
Name CHRIS PURZYCKI	Phone 805.665.8155	Email CHRISP@AXISMS.COM	
Contract Administrator Information (insurance and other administrative questions)			
Name DIANA MILLER	Phone 714.398.8322	Email DIANAM@AXISMS.COM	

BIDDERS STATEMENT:

With my signature I confirm that I am authorized to bind the company. By submitting this Bid, I confirm I have read, understand, and accept the terms and conditions of this Invitation for Bid. Upon request, I will transfer and deliver all goods to the City in accordance with said terms and conditions.

Stacey Purzycki Digitally signed by Stacey Purzycki
Date: 2023.08.30 13:47:24 -07'00'

Signature

ADMINISTRATION

Title

B. REFERENCES



ATTACHMENT A BIDDER'S STATEMENT AND COMPANY INFORMATION

References shall be provided in accordance with this Notice Inviting Bids, Section I. Bid Submittal Instructions. Additional pages may be attached if necessary.

REFERENCE #1		
Agency Name: DISNEYLAND	Contact Name: ERIC FREIHOFF	Contact Email Address: Eric.Freihoff@disney.com
Dates of Services Performed/Contract Term: 2008-2023	Contract Amount: \$750,000 annual maintenance	Contact Phone Number: 714.709.6493
Brief Description of Scope of Work (i.e., supplies, equipment, services provided):		
pumps & controls service & repair		
REFERENCE #2		
Agency Name: DOUGLAS EMMETT	Contact Name: WILLIAM NAVAROLI	Contact Email Address: wnavaroli@douglasemmet.com
Dates of Services Performed/Contract Term: 2008-2023	Contract Amount: \$1,000,000 annual maintenance	Contact Phone Number: 818.634.1993
Brief Description of Scope of Work (i.e., supplies, equipment, services provided):		
pumps & controls service & repair		
REFERENCE #3		
Agency Name: PASARROYO	Contact Name: MICHAEL MARTINEZ	Contact Email Address: Michael.Martinez@pasarroyo.com
Dates of Services Performed/Contract Term: 2013-2023	Contract Amount: \$150,000 annual maintenance	Contact Phone Number: 626.792.5161
Brief Description of Scope of Work (i.e., supplies, equipment, services provided):		
pumps & controls service & repair		

MAINTENANCE SERVICES FOR STORM WATER PUMP STATIONS

BIDDER'S BOND

(To Accompany Contract Proposal)

KNOW ALL MEN BY THESE PRESENTS,

That Chris Porzycki, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Placentia in the sum of TEN PERCENT (10%) of the total amount of the bid of said PRINCIPAL, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

In no case shall the liability of said SURETY here under exceed the sum of \$ _____.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,
WHEREAS, said PRINCIPAL has submitted the above-mentioned bid to the City of Placentia for certain construction for which bids are to be submitted via Planet Bids on August 31, 2023, for:

MAINTENANCE SERVICES FOR STORM WATER PUMP STATIONS

NOW, THEREFORE, if the aforesaid PRINCIPAL is awarded the contract and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written consent in the prescribed form in accordance with the bid, and files the two bonds with the City of Placentia, one to guarantee faithful performance and the other to guarantee payment for Labor and Materials as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. In the event suit is brought upon this bond by the Obligee and judgment is recovered, said SURETY shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this

30th Day of August 2023.

PRINCIPAL

BY: _____

President, Axis Mechanical Services
Title

BY: _____

Title

(SEAL)

SURETY

Address

(SEAL)

Instructions: If the Contractor is a corporation, the agreement must be executed in the corporate name and signed by the President or Vice President and the Secretary or Assistant Secretary, and the corporate seal affixed. If the Contractor 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. All bond signatures must be notarized. The standard printed bid bond form of any bonding company approved by the City pursuant to Item 7, "Insurance Policies and Bonds", in the Instructions to Bidders may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the City are in any way reduced by use of the surety company's standard printed form.

BID BOND ACKNOWLEDGMENT OF SURETY

STATE OF California)

County of Orange) ss

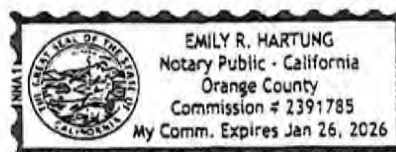
On this 30th day of August, 2023, A.D.

Chris Porzycki personally appeared before me a
(Notary Public, Judge or Other Officer)

in and for Orange County, State of California

known to me to be the President of the corporation that executed the foregoing instrument and, upon oath, did depose that he is the officer of said corporation as above designed; that he is acquainted with the seal of said corporate seal of said corporation; that the signatures to said instrument were made by officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

Emily R. Hartung
(Notary Public, Judge or Other Officer)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/19/2023

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

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

PRODUCER Luis Schaeffer Ins Services PO Box 1032 Lancaster CA 93584		CONTACT NAME: Luis Schaeffer PHONE (A/C, No, Ext): 661-609-9892 FAX (A/C, No): 866-859-7592 E-MAIL ADDRESS: luis@lsinsagency.com	
INSURED Axis Mechanical Services 1100 E Arlee Pl Anaheim CA 92805		INSURER(S) AFFORDING COVERAGE INSURER A: Associated Industries Insurance Company, Inc. NAIC # 23140 INSURER B: Infinity Auto Insurance Company 20260 INSURER C: Nautilus Insurance Company 17370 INSURER D: Technology Insurance Company, Inc 42376 INSURER E: INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X		AE51217367-01	12/28/2022	12/28/2023	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
							\$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X		504610029571001	04/12/2023	04/12/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							\$
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	X		AN1274664	12/28/2022	12/28/2023	EACH OCCURRENCE \$ 4,000,000
	AGGREGATE \$						
	\$						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	TWC4293628	07/07/2023	07/07/2024	☒ PER STATUTE ☐ OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						

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

"The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant." are listed as additional insured with respect to General Liability per endorsement CG 20 10 07 04 attached.

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 <i>Luis Schaeffer</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
All persons or organizations where required by written contract with the Named Insured	Any location where you perform work for such additional insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclu-

sions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



Customer Service: (800) 722-3391

Claims Service: (800) 334-1661

ADDITIONAL NAMED INSURED ENDORSEMENT

Copy To	Policy ID Number	Expiration Date
City of Placentia 401 E. Chapman Ave. Placentia, CA 92870	504-61002-9571-001	04/12/2024 12:01 a.m.
	Named Insured	
	Axis General Construction Inc	
	This endorsement is attached to and forms a part of the listed policy. No changes will be effective prior to the time changes are requested.	

Additional Insured
City of Placentia

Part A - Liability Coverage, is changed as follows:

The definition of insured is changed to include the additional insured named above. Adding an **insured** will not increase the limit of our liability. The insurance provided by this endorsement will be excess over any other valid and collectible insurance.

All other parts of this Policy remain unchanged.



PRIMARY AND NONCONTRIBUTORY ENDORSEMENT

Copy To	Policy ID Number	Expiration Date
City of Placentia 401 E. Chapman Ave. Placentia, CA 92870	504-61002-9571-001	04/12/2024 12:01 a.m.
	Named Insured	
	Axis General Construction Inc	
	This endorsement is attached to and forms a part of the listed policy. The following endorsement applies only if Form Number 500PNCV01 appears on your Declarations Page.	

This endorsement modifies the insurance provided under your COMMERCIAL AUTO POLICY.

PART A – LIABILITY COVERAGE

OTHER INSURANCE – PART A ONLY

The following is added to this section:

The coverage afforded under **your** Commercial Auto Policy is primary to and will not seek contribution from any other insurance available to an additional insured under **your** policy provided that:

- You** have agreed in writing in a contract or agreement that the coverage afforded under **your** Commercial Auto Policy would be primary and would not seek contribution from any other insurance available to such additional insured; and
- Such additional insured is a named insured under such other insurance.

ALL OTHER TERMS, LIMITS, CONDITIONS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.



Customer Service: (800) 722-3391

Claims Service: (800) 334-1661

WAIVER OF SUBROGATION

Copy To	Policy ID Number	Expiration Date
CITY OF PLACENTIA 401 E CHAPMAN AVE PLACENTIA CA 92870	504-61002-9571-001	04/12/2024 12:01 a.m.
	Named Insured	
	Axis General Construction Inc	
	This endorsement is attached to and forms a part of the listed policy. No changes will be effective prior to the time changes are requested.	

In return for **your** premium payment shown below, **we** agree that **our** rights of subrogation or rights of recovery under the policy will not apply against the following person or organization:

City of Placentia

(name of person or organization)

Additional premium in the amount of \$25 will be retained by **us** regardless of any early termination of this endorsement or the policy.

All other policy provisions remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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

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

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

Schedule**Person or Organization**

Any person or organization as required by written contract.

Job Description

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	7/7/2023	Policy No.	TWC4293628	Endorsement No.	0
Insured	Axis General Construction, Inc			Premium \$	15,649
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by _____