Robert S. McKinnell
City Clerk

Kevin A. Larson
City Treasurer

Jennifer Lampman
City Administrator

Christian L. Bettenhausen
City Attorney

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

AGENDA
September 2, 2025

Council Chambers
401 E Chapman Ave.
Placentia, CA 92870

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

KEVIN KIRWIN
Mayor
District 2

CHAD P. WANKE
Mayor Pro Tem
District 4

THOMAS HUMMER
Councilmember
District 1

WARD L. SMITH
Councilmember
District 5

JEREMY B. YAMAGUCHI
Councilmember
District 3

Mission Statement

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

Vision Statement

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

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

Procedures for Addressing the Council/Board Members

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

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

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

Special Accommodations

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

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

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

PLACENTIA CITY COUNCIL
REGULAR MEETING AGENDA - CLOSED SESSION
September 2, 2025
5:00 p.m. - City Council Chambers
401 E. Chapman Avenue, Placentia, CA

CALL TO ORDER:

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

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

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

Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 1470 S. Placentia Avenue (APN 344-037-01)
Agency Negotiator: Jennifer Lampman, City Administrator
Negotiating Party: Lamar Central Outdoors, LLC
Under Negotiations: Price and Terms of Payment

Pursuant to Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATOR
Agency Designated Representatives: Jennifer Lampman, City Administrator
Alice Burnett, Director of Human Resources
Employee Organizations: Placentia City Employees Association (PCEA)
Placentia Firefighters Association (PFA)
Placentia Fire Management Association (PFMA)
Placentia Police Management Association (PPMA)
Placentia Police Officers Association (PPOA)
Unrepresented Employees

Pursuant to Government Code Section 54957(b)(1):
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Administrator

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

PLACENTIA CITY COUNCIL
REGULAR MEETING AGENDA
September 2, 2025
7:00 p.m. - City Council Chambers
401 E. Chapman Avenue, Placentia, CA

CALL TO ORDER:

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

INVOCATION: Chaplin Tony Mercado

PLEDGE OF ALLEGIANCE: Frank Guerrero

PRESENTATIONS: None

CLOSED SESSION REPORT:

CITY ADMINISTRATOR REPORT:

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

CITY COUNCIL MEMBER COMMENTS:

1. CONSENT CALENDAR (1.a to 1.l):
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 Registers for September 2, 2025
Check Register
Fiscal Impact: $ 4,216,381.12
Electronic Disbursement Register
Fiscal Impact: $ 8,754,207.70

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

1.c Program Supplement Agreement for Highway Safety Improvement Program (HSIP) Cycle 12 Project and Resolution Authorizing City Administrator to Execute State Agreements for Transportation Projects Between Caltrans and the City of Placentia

Fiscal Impact:
There is no direct fiscal impact associated with this recommended action.

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

1. Approve Program Supplement Agreement No. 00000A805 with the California Department of Transportation; and
2. Approve Resolution No. 2025-42, a Resolution of the City Council of the City of Placentia, California authorizing the City Administrator and/or her designee to execute Program Supplement Agreement No. 00000A805 and all state and federal agreements for transportation grant funded projects with the California Department of Transportation; and
3. Authorize the City Administrator and/or her designee to execute all necessary documents, in a form approved by the City Attorney.

1.d Grant of Easement to Southern California Edison for Electric Utility Systems and Approval of Conveyance Agreement for a Transformer Pad Located at 611 Jefferson St., Placentia Champion Sports Complex

Fiscal Impact:
None

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

1. Approve the Grant of Easement to Southern California Edison for electric utility systems located at 611 Jefferson Street, Placentia Champion Sports Complex; and
2. Authorize the City Administrator and/or her designee to execute the Grant of Easement on behalf of the City in a form approved by the City Attorney.
3. Approve the Conveyance Agreement to convey a customer owned structure originally installed per a previous work order. Agreement for transfer of structure ownership only.

1.e Award of Construction Contract to Interior Demolition, Inc. for Abatement and Demolition Work at 2999 E. La Jolla Street

Fiscal Impact:

Expense:	$ 87,873	Total Construction Contract Amount
	$ 13,200	Total Construction Contingency Amount
	$101,073	Total Amount
Budget:	$101,073	101-40400-9100 Project 26-505

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

1. Award a Construction Contract to Interior Demolition, Inc., for demolition work and hazardous abatement for 2999 E. La Jolla Street in the amount of $87,873; and Reject all other bids received and authorize return of the bid bonds; and
2. Authorize the City Administrator to approve contract change orders up to fifteen percent (15%) of the contract amount, or $13,200 for a total construction contract not-to-exceed amount of $101,073; and
3. Adopt Resolution No. R-2025-43, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2025-26 in compliance with City Charter of the City of Placentia §§1206 and §§1209 pertaining to appropriations for actual expenditures; and
4. Authorize the City Administrator and/or her designee to execute all necessary documents, in a form approved by the City Attorney.

1.f Purchase of Recovered Organic Waste Product from Synagro West, LLC, for Calendar Years 2025 and 2026 to Meet SB 1383 Procurement Requirements

Fiscal Impact:
Expense: $70,769.06
Budget: $75,257.00 CalRecycle Grant Funds (203-80000-DNU-6299)

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

1. Approve a purchase order with Synagro West, LLC, for Fiscal Year 2025-26 in the amount of $70,769.06; and
2. Authorize the City Administrator and/or her designee to execute all necessary documents, in a form approved by the City Attorney.

1.g Amendment No. 3 to Professional Services Agreement with Bucknam Infrastructure Group Inc., for The Pavement Management Plan

Fiscal Impact:
Expense: $44,236.00 Amendment Amount
Available Budget: $65,000.00 Fiscal Year 2025-26 CIP Budget (101-80100-6406)

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

1. Approve Amendment No. 3 to the Professional Services Agreement with Bucknam Infrastructure Group Inc. for an additional $44,236 to provide additional professional services for the pavement management plan for a cumulative contract not-to-exceed amount of $114,468 and extend the term of the contract by an additional 24 months; and
2. Authorize the City Administrator to approve contract change orders up to 10% of the contract not-to-exceed amount, or $11,447; and
3. Authorize the City Administrator and/or her designee to execute the necessary documents, in a form approved by the City Attorney.

1.h Amendment No. 1 to Put Option Agreement for Private Property at 325 Baker Street (APN 339-382-20) for Future Affordable Housing Development

Fiscal Impact:
$760,011 Potential Purchase in 2028 (Affordable Housing Development Impact Fee

Fund Acct. No. 682534-6099). No fiscal impact in FY 2025-26.

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

1. Approve Amendment No. 1 to the Put Option Agreement with California Land Acquisition Fund Holding LV LLC for the purchase of 325 Baker Street for a future Affordable Housing Development along Baker Street; and
2. Authorize the City Administrator and/or her designee to execute all the necessary documents in a form approved by the City Attorney.

1.i Consideration of a Resolution limiting the use of the City's power of eminent domain

Fiscal Impact:
No Impact

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

1. Consider adoption of Resolution R-2025-44, a Resolution of the City Council of the City of Placentia, California, setting forth its position limiting the City's Use of Eminent Domain Power.

1.j Acceptance of Historical Committee Member Resignation

Fiscal Impact:
None

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

1. Accept the resignation of Natalie Ter-Nedden from the Historical Committee effective September 3, 2025; and
2. Update the City's master Commission/Committee vacancy list to include the vacancy on the Historical Committee.

1.k Award of Contract to CO Brothers, LLC, for the Old Town Facade Improvement Project at 330 West Santa Fe Avenue

Fiscal Impact:
Expense: $226,099.20 Total Contract Amount
$196,608.00 Construction Amount
$ 29,491.20 Construction Contingency
Budgeted: $229,179.00 FY 2024-25 CDBG Budget (204-40000-6315)

Recommended Action: It is recommended that the City Councill take the following actions:

1. Award a Public Works Agreement to CO Brothers, LLC, for the Old Town Facade Improvement Project located at 330 West Santa Fe Avenue, Mi Casita Restaurant, in the amount of $196,608; and
2. Reject all other bids received and authorize the return of the bid bonds; and
3. Authorize the City Administrator to approve contract change orders up to 15% or $29,491.20 for a total construction contract not-to-exceed amount of $226,099.20; and

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

1.l Resolution Authorizing Application for Land and Water Conservation Fund Grant for McFadden Park Improvements

Fiscal Impact:
Expense: $900,000 (Park Impact Fees & Quimby Fees)
$900,000 (State Grant - Land Water Conservation Fund)
Total: $1,800,000
Revenue: $900,000 (Reimbursed by Land Water Conservation Fund)

Recommended Action: It is recommended that the City Councill take the following actions:

1. Adopt Resolution No. R-2025-45, Resolution of the City Council of the City of Placentia, California Authorizing Application for Land and Water Conservation Fund Grant for McFadden Park Improvements; and

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

2. PUBLIC HEARING: None

3. REGULAR AGENDA:

3.a Placentia Public Safety Communications Center 2024 Annual Report

Fiscal Impact:
None

Recommended Action: It is recommended that the City Council take the following actions:
1. Receive and file a copy of the completed Placentia Public Safety Communications Center 2024 Annual Report.

3.b Study Session discuss Short-Term Residential Rentals Citywide; and Consideration of an Optional Interim Urgency Ordinance Placing a Moratorium on New Short Term Residential Rental Permits

Fiscal Impact:
Potential for approximately $236,000 in revenue annually from Transient Occupancy Tax based on FY24-25 actuals.

Recommended Actions: It is recommended that the City Council take the following actions:
1. Receive and file the Staff Report and presentation; and
2. Provide direction to Staff as appropriate regarding proposed changes to local regulations related to local regulations related to Short Term Residential Rentals, if any.

Optional Recommendation:

1. Adopt Interim Urgency Ordinance O-2025-07, An Interim Urgency Ordinance of the City of Placentia, California Establishing a Moratorium on Short-Term Rental Permits Pursuant to Government Code Section 65858.

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.

Adjourned in Memory of

Placentia Police Detective
Brian Renden (Retired)

ADJOURNMENT
The City Council/Successor Agency/ICDA/PPFA Board of Directors will adjourn to a regular City Council meeting on Tuesday, September 16, 2025 at 5:00 p.m.

CERTIFICATION OF POSTING
I, Nancy Albitre-Seely, Interim 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 2, 2025, meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on August 28, 2025.

_____
Nancy Albitre-Seely, Interim Deputy City Clerk

Agenda Item No: 1.a

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 2, 2025
Submitted by: Nancy Albitre-Seely
From: City Clerk

Subject:
Consideration to Waive Reading in Full of all Ordinances and Resolutions

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

Agenda Item No: 1.b

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 2, 2025
Submitted by: Gabriela Calin
From: Finance

Subject:
Registers for September 2, 2025
Check Register
Fiscal Impact: $ 4,216,381.12
Electronic Disbursement Register
Fiscal Impact: $ 8,754,207.70

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

Attachments
09-02-2025 Check Register.pdf
09-02-2025 ACH Check Register.pdf

City of Placentia

Check Register

7/9/25 - 8/21/25

Name	Memo	Date	Check Number	Amount
V002006 THE DREAMBOATS BAND LLC	City of Placentia - Concerts in the Park	7/9/2025	135257	2,800.00
V002009 PAUL A BYRD	City of Placentia - Concerts in the Park	7/9/2025	135259	2,000.00
V001601 SOTO ENTERTAINMENT GROUP	City of Placentia - Concerts in the Park	7/10/2025	135260	2,000.00
V001052 FIRST FOUNDATION BANK	60329100 Interest Payment	7/10/2025	135261	10,554.07
V002007 KATHERINE FORESTER	City of Placentia - Concerts in the Park	7/9/2025	135262	2,500.00
V002008 JAMES ELLIOTT ENTERTAINMENT INC	City of Placentia - Concerts in the Park	7/10/2025	135264	2,800.00
V002005 EM BACKFLOW	Backflow testing at Los Vaqueros	7/9/2025	135274	170.00
V001635 SUN BADGE COMPANY	Fire Uniform Badges	7/9/2025	135275	295.80
V001421 PACIFIC WEST AIR CONDITIONING	Work at Backs Building - 05/15/2025	7/9/2025	135276	596.00
V002010 FELIPE ESCAMILLA CONCESSIONS	Catering for Ribbon Cutting Ceremony	7/9/2025	135277	1,000.00
V002011 LUZ ZUNIGA	Damage Deposit refund	7/9/2025	135278	166.00
V001136 HINDERLITER DE LLAMAS & ASSOC	APR-JUN AUDIT SALES TAX SVS	7/9/2025	135279	2,141.78
V001305 MCKESSON MEDICAL-SURGICAL GOVERNMENT SOLUTIONS LLC	Medical Supplies	7/9/2025	135280	707.69
V001338 MUNICIPAL EMERGENCY SERVICES INC	SCBA repair and flow test	7/9/2025	135281	738.82
V001500 QUADIENT FINANCE USA INC	6/17 MAIL MACHINE POSTAGE	7/9/2025	135282	3,524.90
V001203 JONES & MAYER	May- Legal/Litigation Svcs	7/9/2025	135283	65,535.29
V001567 SECO ELECTRIC & LIGHTING INC	Repairs at Tynes Gym	7/9/2025	135284	864.30
V001046 FIREFIGHTERS SAFETY CENTER	Uniform belts	7/9/2025	135285	66.06
V001029 FACTORY MOTOR PARTS	Vehicle Repair Supplies	7/9/2025	135286	644.04
V001009 ENTENMANN-ROVIN CO	PD Badge	7/9/2025	135287	195.72
V000636 SOUTHERN CALIFORNIA EDISON	June Edison Charges	7/10/2025	135288	21,947.63
V001593 SO CAL GAS	June - Gas Charges	7/10/2025	135289	46.99
V001779 YORBA LINDA WATER DISTRICT	June - Water Charges	7/10/2025	135290	1,722.70
V000616 AT&T	June - Phone Charges	7/10/2025	135291	500.91
V001320 MILLER MENDEL INC	April-June eSOPH Fax Units	7/10/2025	135292	63.77
V001119 H&S ENERGY LLC	Car Wash Services - November 2024	7/10/2025	135293	470.00
V001880 JARVIS FAY LLP	Utility User Tax	7/10/2025	135294	4,304.00
V000638 T-MOBILE	5/21-6/20 PD Phone Charges	7/10/2025	135295	1,280.65
V001094 GOLDEN STATE WATER COMPANY	June - Water Charges	7/10/2025	135296	45,318.40
V000952 DENNIS GRUBB & ASSOCIATES LLC	6/1-30 Fire Plan Check Services	7/10/2025	135297	650.00
V000688 ALL CITY MANAGEMENT SERVICES INC.	6/8-6/21 Crossing Guard Services	7/10/2025	135298	2,188.34
V001338 MUNICIPAL EMERGENCY SERVICES INC	FD - TRAINING	7/10/2025	135299	2,150.00
V001095 GOLDEN WEST COLLEGE	PD Academy Enrollment Fees	7/10/2025	135300	9,204.00
V001794 COUNTY OF ORANGE	Radio Repairs	7/10/2025	135301	802.57
V000843 CAREERS IN GOVERNMENT INC.	Renewal Annual Membership + Diversity Program July 2025 - July 2026	7/10/2025	135302	3,350.00
V001318 MIKE RAAHAUGES SHOOTING ENTERPRISE	6/24 Pistol Range Usage	7/10/2025	135303	75.00
V001473 PREMIER FIRST RESPONDER PSYCHOLOGICAL SERVICES	June PD Therapy Services	7/10/2025	135304	1,350.00
V000969 DIVISION OF THE STATE ARCHITECT	DSA786 1STQ	7/10/2025	135305	528.40
V000969 DIVISION OF THE STATE ARCHITECT	DSA786 2NDQ	7/10/2025	135306	370.90
V000868 CICCS/EAP	CICCS Trust EAP by Anthem - July 2025	7/10/2025	135307	453.10
V002003 WRIGHT LAW	Legal Services	7/10/2025	135308	4,011.00
V001427 PARS	Annual Asset fee (prorated monthly) for April 2025	7/10/2025	135309	503.14
V000696 ALTA LANGUAGE SERVICES INC	Listening & Speaking Test (IVR): Melanie Olea, Edgar Roldan, Fabian Valdez	7/10/2025	135310	174.00

V001819 ALL AMERICAN BUILDING SERVICES INC	Residential Streets Curb Ramps	7/10/2025	135312	49,732.50
V001549 SAGECREST PLANNING AND ENVIRONMENTAL	JUN - INSP SVS -BUILDING & SAFETY	7/17/2025	135315	4,026.00
V000142 ECHAVES MIKE	Roofing Bond Refund 30-25-045	7/9/2025	135318	100.00
V000958 DEROTIC EMERGENCY EQUIPMENT	FD - ENGINE REPAIRS	7/9/2025	135319	3,134.14
V002017 PASCALE CO	Class Refund - Mini Hawk Camp	7/14/2025	135321	185.00
V001675 THE SAUCE CREATIVE SERVICES	Heritage Festival Flyer	7/14/2025	135322	493.81
V002012 ORANGE COUNTY LAW ENFORCEMENT EMERALD SOCIETY	Damage Deposit refund	7/14/2025	135323	332.00
V001054 FIS	May - Credit Card Trans. Fees	7/15/2025	135324	687.24
V001678 THINKSUPPLIES.COM	Letter Size Paper	7/15/2025	135325	450.05
V000725 ARAMARK REFRESHMENT SERVICES	201 Bradford Ave./Coffee Water	7/15/2025	135326	42.00
V000725 ARAMARK REFRESHMENT SERVICES	201 Bradford Ave./Coffee Water	7/15/2025	135327	2,653.99
V001801 KOSMONT TRANSACTIONS SERVICES INC	Jun - Placentia KMTC	7/15/2025	135328	2,537.78
V001740 VERIZON WIRELESS	Acct 572549101-00001	7/15/2025	135329	704.10
V001780 YORBA REGIONAL ANIMAL HOSPITAL	K9 Medical Services - Enzo	7/15/2025	135330	26.13
V001723 UNDERGROUND SERVICE ALERT/SC	FY 24-25: June Services Fee	7/15/2025	135331	220.64
V001577 SHIFT CALENDARS INC	2026 Shift Calendars	7/15/2025	135332	615.41
V001797 SEQUEL CONTRACTORS INC	FY 23-24 Roadway Rehab Constru PP#4	7/15/2025	135333	1,033,234.29
V002013 SELMAN & COMPANY LLC	Ward Smith - Life Policy Coverage for May 2025	7/15/2025	135334	5.00
V001569 SECURITY DESIGN CONCEPTS INC	May- Jun Plan Review Svs	7/15/2025	135335	229.50
V001559 SCA OF CA LLC	FY 24-25: June Street Sweeping Services	7/15/2025	135336	14,608.00
V001558 SC FUELS	Fuel Purchase June 16-30,2025	7/15/2025	135337	12,072.87
V001788 SAN DIEGO POLICE EQUIP.	Police Field Services	7/15/2025	135338	4,499.70
V001850 ROOFTEK & WATERPROOFING SYSTEMS INC	Roofing Bond Refund: 30-25-079	7/15/2025	135339	100.00
V001532 ROADLINE PRODUCTS	FY 24-25: Street Signs	7/15/2025	135340	121.79
V001527 RING CENTRAL INC	Telephone Subscription	7/15/2025	135341	7,871.67
V001515 RED 88 MEDIA LLC	June City Meeting Broadcasting	7/15/2025	135342	4,152.00
V001513 RBI TRAFFIC INC	Q2 April - June 2025 Plan Check Services	7/15/2025	135343	2,737.50
V001506 QUENCH USA	July PD Water Service	7/15/2025	135344	74.81
V001495 PULSE POINT FOUNDATION	Annual Subscription for 2025-2026	7/15/2025	135345	8,000.00
V001472 PREMIER COLLISION CENTER INC	FY24-25 Dodge Charger Vehicle Repair	7/15/2025	135346	1,649.72
V001434 PCEA C/O NORTH ORANGE CO	PR#2501014 PCEA UNION DUES	7/15/2025	135347	48.60
V001424 PARKHOUSE TIRE INC	Tires	7/15/2025	135348	1,767.95
V001396 ORANGE COUNTY EMPLOYEES ASSN	PR#2501014 OCEA UNION DUES	7/15/2025	135349	562.50
V000631 ORANGE COUNTY CHIEFS AND SHEFIFF'S ASSOCIATION	OCCPSA Membership - Anderson	7/15/2025	135350	750.00
V001388 OCTMA	Agency Membership Dues	7/15/2025	135351	100.00
V001322 MINUTEMAN PRESS-PLACENTIA	Envelopes	7/15/2025	135352	325.16
V001067 FRANCHISE TAX BOARD	PR#2501014 FTB	7/15/2025	135353	7.73
V001715 TURBO DATA SYSTEMS INC	June Parking Citation Svs	7/15/2025	135354	2,953.46
V001706 TRILLIUM CNG (1720)	FY 24-25: June 2025 CNG Fuel Purchases	7/15/2025	135355	78.20
V000943 DATA TICKET INC.	Code Enforcement Citation Processing June, 2025	7/15/2025	135356	3,484.49
V002002 JIM MURRAY ROOFING INC	Roofing Bond Refund	7/16/2025	135357	1,000.00
V001796 JOHN L HUNTER & ASSOCIATES	June 2025 NPDES Consulting Services	7/16/2025	135358	6,566.25
V001140 HI-WAY SAFETY RENTALS INC	FY 24-25: Paint Supplies	7/16/2025	135359	1,158.57
V001262 LN CURTIS & SONS	PD Uniforms - Harlow	7/16/2025	135360	429.69
V001132 HF&H CONSULTANTS LLC	June 2025: SB1383 Services - CalRecycle Grant	7/16/2025	135361	5,961.25
V001127 HEALTHPOINTE MEDICAL GROUP INC	Pre-Employment Physical Exam: Elias Harlow (PAT)	7/16/2025	135362	1,901.00
V000142 ECHAVES MIKE	Roofing Bond Refund 30-25-063	7/16/2025	135363	100.00
V002016 GREENCAL CONSTRUCTION	Roofing Bond Refund: 30-25-076	7/16/2025	135364	100.00
V001053 FIRST TWO INC	FY 25/26 Subscription Renewal	7/16/2025	135365	7,200.00

V001023 EVANS GUN WORLD	June Range Fees	7/16/2025	135366	2,310.00
V001803 AGA ENGINEERS INC	June 2025 Traffic Engineering Services	7/16/2025	135367	6,700.00
V000616 AT&T	FY 24-25: June 2025 CalNet Charges	7/16/2025	135368	1,589.30
V000747 AXIS GENERAL CONTRUCTION INC	June 2025 Kraemer Pump Station Maint	7/16/2025	135369	2,925.00
V000751 B & M LAWN & GARDEN CENTER	FY 24-25: Irrigation Supplies - Brass Ring	7/16/2025	135370	10.23
V000766 BEAR ELECTRICAL SOLUTIONS INC	July 2024 Traffic Signal Maint - Routine	7/16/2025	135371	29,320.00
V001878 BEST 5TH AVE INC	June PD Dry Cleaning Services	7/16/2025	135372	54.00
V000797 BRIGHTLY SOFTWARE INC	On-site Software Training	7/16/2025	135373	2,044.44
V001798 BRIGHTVIEW LANDSCAPE SERVICES INC	Park Maintenance	7/16/2025	135374	31,824.51
V000823 CALIFORNIA FORENSIC PHLEBOTOMY INC	June PD Blood Draws	7/16/2025	135375	1,622.50
V001818 CHARLES ABBOTT ASSOCIATES INC	FOG Program Managent Services: June 2025	7/16/2025	135376	6,738.75
V000873 CITY OF BREA	DEV - PRE-PRINTED FORMS	7/16/2025	135377	924.53
V000894 COAST EMS LLC	EMS Supplies	7/16/2025	135378	585.73
V000903 COMMERCIAL AQUATIC SERVICES	May- Whitten Pool Svs	7/16/2025	135379	2,600.00
V000915 COPWARE INC	Officers Legal Sourcebook	7/16/2025	135380	1,725.00
V000939 CURTIS TOOLS FOR HEROES	Fire Station Supplies	7/16/2025	135381	326.25
V001912 CALIFORNIA FIRE CHIEFS ASSOCIATION - AFSS SOUTHERN DIVISION	Member Dues	7/17/2025	135382	1,008.00
V001094 GOLDEN STATE WATER COMPANY	Water Charges	7/17/2025	135383	23,281.65
V001786 ALTEC INDUSTRIES INC.	FY 24-25: Boom Truck Repairs	7/17/2025	135385	265.92
V002018 BURNETT PRINTING AND GRAPHICS	Award for Supervisor Doug Chaffee	7/17/2025	135386	151.16
V001075 GALLS LLC	Uniforms	7/17/2025	135387	11.18
V000955 DEPARTMENT OF JUSTICE	June Livescan Processing	7/17/2025	135388	1,107.00
V000958 DEROTIC EMERGENCY EQUIPMENT	Vehicle Maintenance - E-1	7/17/2025	135389	1,592.11
V001104 GRANICUS INC.	Quarterly - City Clerk Software Subscription	7/17/2025	135390	10,180.40
V000892 CLIFTONLARSONALLEN LLP	Financial Audit FY23/24	7/21/2025	135391	873.00
V000958 DEROTIC EMERGENCY EQUIPMENT	Fire Operations	7/21/2025	135392	15,282.05
V001826 ADVANTEC CONSULTING ENGINEERS INC.	May to June 2025: On-Call Traffic Engineering Services	7/21/2025	135393	5,855.00
V000862 CHARTER COMMUNICATIONS	Cell Tower Area Search Svs	7/21/2025	135394	50.00
V001255 LEXIPOL LLC	PD Bulletin & Policy Mgmt	7/21/2025	135395	6,877.45
V001735 V MONTOYA ENTERPRISES INC	Purchase of 8 - 1 Gallon - Begonia	7/21/2025	135396	32.00
V001294 MARLOW INNOVATIONS INC	AFR Software Subscription Renewal	7/24/2025	135397	4,995.00
V001317 MIDAMERICA	401A Q1-2025 Administration Fee	7/24/2025	135398	25.00
V001394 ORANGE COUNTY COUNCIL OF GOVERNMENTS	FY 2025-26 Dues & Center for Demographic Research Fees	7/24/2025	135399	8,872.05
V001205 JP CONTRACTORS INC	Roofing Bond Refund: Bond 30-25-065	7/24/2025	135400	100.00
V001488 PSYCHOLOGICAL CONSULTING ASSOCIATES INC	PRE EMPLOYMENT EVALS - E. HARLOW	7/24/2025	135401	462.00
V001549 SAGECREST PLANNING AND ENVIRONMENTAL	JUNE PSB INSPECTION	7/24/2025	135402	266.80
V001808 SONSRAY MACHINERY LLC	Loader Replacement	7/24/2025	135403	289,926.09
V001604 SOUTHERN CALIFORNIA ASSOCIATION	Membership Dues FY25-26	7/24/2025	135404	7,577.00
V000636 SOUTHERN CALIFORNIA EDISON	FY 24-25: June 2024 Electricity Charges	7/24/2025	135405	83,101.51
V001654 TARGET SOLUTIONS LEARNING LLC	Jul-2025/26 Fire Software Renewal	7/24/2025	135406	3,360.00
V001701 TRANSUNION RISK & ALTERNATIVE	June PD Database Transactions	7/24/2025	135407	368.00
V001443 PERIMETER PROTECTION AND SURVEILLANCE SYSTEMS INC	June Placentia Pedestrian Bridge Monitoring	7/24/2025	135408	2,880.00
V001732 US BANK PARS #6746022400	PR#2501014 & PR#2501014A PARS EE & ER	7/24/2025	135409	5,660.26
V001120 HALO CONFIDENTIAL INVESTIGATIONS LLC	June PD Training Management	7/24/2025	135410	6,969.45
V001435 PCN3 INC	Public Safety Center PP#5 - May 2025 Services	7/24/2025	135411	121,028.73
V001140 HI-WAY SAFETY RENTALS INC	FY 24-25: Signs	7/24/2025	135412	201.99
V000877 CITY OF LA HABRA	Court Liaison Services	7/24/2025	135413	33,420.75
V001678 THINKSUPPLIES.COM	Office Supplies	7/24/2025	135414	28.96
V000944 DAVID TAUSSIG AND ASSOCIATES INC	Jun-Fee Study	7/24/2025	135415	616.59

V000787 BOB HALL AND ASSOCIATES	Human Resources	7/24/2025	135416	7,175.00
V000616 AT&T	July 2025 - Acct 287248890794	7/28/2025	135418	255.04
V001862 IOTUM INC.	Callbridge - July 2025	7/31/2025	135419	269.92
V000616 AT&T	FirstNet FAN # 57557082 - June 2025	7/31/2025	135420	1,872.59
V000616 AT&T	June 2025 FD and PD Devices	7/31/2025	135421	2,548.06
V000616 AT&T	July 2025 - Acct 333291678	7/31/2025	135422	107.00
V001359 NETFILE INC	FY 25-26 Annual Subscription	7/31/2025	135423	6,800.00
V001828 MULTICARD	2FA SECURITY IMPLEMENTATION FOR PD	7/31/2025	135424	14,201.88
V000656 ADMINSURE	May 2025: Worker's Compensation Claims	7/31/2025	135425	5,602.17
V000656 ADMINSURE	Workers' Compensation Claims Administration - Q1 2025	7/31/2025	135427	5,602.17
V001870 ALL SERVICE ROOFING	Roofing Bond Refund: 30-25-098	8/7/2025	135428	100.00
V000696 ALTA LANGUAGE SERVICES INC	July 2025 Listening & Speaking Test	8/7/2025	135429	58.00
V001786 ALTEC INDUSTRIES INC.	FY 24-25: Boom Truck Vehicle Repairs	8/7/2025	135430	2,674.78
V000747 AXIS GENERAL CONTRUCTION INC	May 2025 Service - Melrose	8/7/2025	135432	2,925.00
V000799 BUCHALTER	Professional Legal Services	8/7/2025	135433	292.50
V000835 CALMAT CO.	Paving Materials	8/4/2025	135434	966.91
V001809 CENTERPOINT COMMUNICATIONS INC	CITY HALL CABLE TERMINATION	7/31/2025	135435	4,646.41
V000861 CHARTER COMMUNICATIONS	Acct 189952201	8/7/2025	135436	6,627.57
V000872 CITY OF ANAHEIM	Annual Fair Share Contribution Fees	8/7/2025	135437	10,701.63
V000873 CITY OF BREA	Business Cards-Councilmember Hummer	8/7/2025	135438	8.53
V000885 CIVIC PLUS	AudioEye subscription 7-1-25 - 6-30-26	8/7/2025	135439	5,100.00
V000892 CLIFTONLARSONALLEN LLP	Financial Audit FY24/25	8/7/2025	135440	1,107.75
V000903 COMMERCIAL AQUATIC SERVICES	Probe repair at Gomez Pool	8/7/2025	135441	799.65
V000944 DAVID TAUSSIG AND ASSOCIATES INC	June Consulting Services CFD 2024-1 Admin	7/31/2025	135442	267.80
V001013 EPIC LAND SOLUTIONS INC.	Golden Ave Services: Thru 5/31/25	8/7/2025	135443	2,349.73
V001029 FACTORY MOTOR PARTS	FY 25-26: Vehicle Repair Parts	8/7/2025	135444	190.29
V001029 FACTORY MOTOR PARTS	FY 25-26: Vehicle Repair Parts	8/7/2025	135445	2,507.72
V001046 FIREFIGHTERS SAFETY CENTER	Uniforms	8/4/2025	135446	438.77
V001067 FRANCHISE TAX BOARD	PR#2501015 PE 7/19, PD7/25	8/7/2025	135447	7.73
V001075 GALLS LLC	PD Uniforms - Irvine	8/7/2025	135448	114.20
V000187 GARZA FRANK	Meals for 2025 OTS Law Enforcement Forum	8/4/2025	135449	267.20
V001094 GOLDEN STATE WATER COMPANY	FY 24-25: June 2025 Water Charges	8/7/2025	135450	15,414.34
V001119 H&S ENERGY LLC	Car Wash Services - January 2025	8/7/2025	135451	952.00
V001125 HDL COREN & CONE	2024-25 ACFR Statistical Package	8/7/2025	135452	4,979.21
V001132 HF&H CONSULTANTS LLC	Environmental Svcs Refuse Mgt	8/7/2025	135453	5,934.12
V001140 HI-WAY SAFETY RENTALS INC	FY 24-25: Traffic Supplies - Guard Rail	8/7/2025	135454	901.48
V001137 HIRSCH & ASSOCIATES INC	Jaycee Parkette Renovation Services - October 2024	8/7/2025	135455	10,287.00
V001162 INDEPENDENT CITIES ASSOCIATION	Membership Dues FY25-26	8/7/2025	135456	2,583.55
V001203 JONES & MAYER	Professional Legal Services	8/7/2025	135457	41,710.65
V001832 KES MAIL INC	FY25-26 Printing/Mailing SVS - Solid Waste	8/7/2025	135458	4,315.56
V001255 LEXIPOL LLC	Annual Subscription Renewal	8/7/2025	135459	2,258.96
V001262 LN CURTIS & SONS	Body Armor - Maccubbin	8/7/2025	135460	1,361.69
V001262 LN CURTIS & SONS	PD Explorer Uniform - Cabrera	8/7/2025	135461	585.75
V001262 LN CURTIS & SONS	Uniforms	8/7/2025	135462	2,104.15
V001263 LOCALITY MEDIA INC	Subscription Renewal for 2025-2026	8/7/2025	135463	35,310.93
V001901 MANHATTAN STITCHING COMPANY INC	Purchase of Centennial Shirts	8/7/2025	135464	1,175.55
V002021 MAURA FLORES	Damage Deposit Refund	8/7/2025	135465	166.00
V001301 MCFADDEN-DALE HARDWARE CO.	FY 25-26: Streets Repair Supplies	8/7/2025	135466	469.54
V001785 MINUTEMAN PRESS COVINA	Printing svs - PD Business Cards	8/7/2025	135467	207.17

V001338 MUNICIPAL EMERGENCY SERVICES INC	SCBA Service Call	8/7/2025	135468	243.15
V001346 NAPA AUTO PARTS	FY 24-25: Vehicle Repair Parts	8/7/2025	135469	1,163.68
V002026 NATALI GARCIA	4207 - Damage Deposit Refund	8/7/2025	135470	166.00
V001363 NEWPORT URGENT CARE INC	DOT PHYSICAL	8/7/2025	135471	75.00
V001396 ORANGE COUNTY EMPLOYEES ASSN	PR#2501015 OCEA UNION DUES	8/7/2025	135472	525.00
V001403 ORANGE COUNTY SHERIFF'S DEPT	COURT CASE # 30-2011-00456217-CL-UD-NJC	8/7/2025	135473	315.00
V001406 ORANGE COUNTY TREASURER TAX COLLECTOR	June Parking Citations	8/7/2025	135474	9,637.48
V001421 PACIFIC WEST AIR CONDITIONING	Park Maintenance	8/7/2025	135475	1,885.00
V001421 PACIFIC WEST AIR CONDITIONING	HVAC MAINTENANCE: City Yard	8/7/2025	135476	7,689.78
V001434 PCEA C/O NORTH ORANGE CO	PR#2501015 PCEA UNION DUES	8/7/2025	135477	45.36
V001435 PCN3 INC	Public Safety Building - Phase 2	8/7/2025	135478	297,872.50
V001445 PEST OPTIONS INC	Mice and rat control at Champions Sports Complex snack shack FY24/25	8/7/2025	135479	230.00
V001446 PETE'S ROAD SERVICE INC	Vehicle Maintenance	8/7/2025	135480	2,652.77
V001461 PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT	Bus Services for Day Camp/P.A.R.K.S Excusion	8/7/2025	135481	491.25
V001463 PLANETBIDS INC	PB System 2025-26 Subscription Fee	8/7/2025	135482	26,389.36
V001466 POWER PLUS	Public Safety Building	8/7/2025	135483	4,607.62
V001501 QUADIENT INC	FY 25-26: Parcel Pending Services August 2025	8/7/2025	135484	136.86
V001502 QUADIENT LEASING USA INC	Lease No. N23013098 05-23-25 - 08-22-25	8/7/2025	135485	1,736.43
V001515 RED 88 MEDIA LLC	City Meeting Broadcasts	8/7/2025	135486	2,076.00
V001850 ROOFTEK & WATERPROOFING SYSTEMS INC	Roofing Bond Refund: 30-25-096	8/7/2025	135487	100.00
V001567 SECO ELECTRIC & LIGHTING INC	Electrical Work for the AC unit breaker that broke at Placentia Senior Center	8/7/2025	135488	3,240.84
V002013 SELMAN & COMPANY LLC	Ward Smith - Life Policy Coverage for June 2025	8/7/2025	135489	5.00
V001797 SEQUEL CONTRACTORS INC	FY 23-24 Roadway Rehab Constru	8/7/2025	135490	421,359.15
V001593 SO CAL GAS	FY 25-26: Gas Charges - July 2025	8/7/2025	135491	1,359.53
V000636 SOUTHERN CALIFORNIA EDISON	FY 24-25: June 2025 Electrical Charges	8/7/2025	135492	12,619.06
V002025 SVT FLEET LLC	Vehicle Maintenance	8/7/2025	135493	7,905.16
V000638 T-MOBILE	Acct 990643611 - Devices & Data	8/7/2025	135494	2,630.84
V001675 THE SAUCE CREATIVE SERVICES	Heritage 2025 Applications Design FY 24-25	8/7/2025	135495	600.00
V001678 THINKSUPPLIES.COM	Office Supplies	8/7/2025	135496	407.68
V001694 TOWNSEND PUBLIC AFFAIRS INC.	Consulting Services for August 2025	8/7/2025	135497	13,000.00
V001727 UNITED RENTALS NORTH AMERICA INC.	Restroom Rental McFadden Park	8/7/2025	135498	1,069.21
V001732 US BANK PARS #6746022400	PR#2501015 PARS EE & ER	8/7/2025	135499	6,651.90
V001740 VERIZON WIRELESS	Acct 572549101-00001	8/7/2025	135500	1,918.42
V001830 VORTEK SOLUTIONS LLC	CITY HALL / PD FIREWALL UPGRADES	8/7/2025	135501	37,886.75
V000641 WELLS FARGO VENDOR FIN SERV	Kyocera Printer Customer # 3691949048	8/7/2025	135502	6,675.61
V002003 WRIGHT LAW	Professional Legal Services	8/7/2025	135503	216.00
V002003 WRIGHT LAW	Professional Legal Services	8/7/2025	135504	5,580.00
V000616 AT&T	FY 25-26: CalNet Charges - July 2025	8/14/2025	135505	10,854.32
V000747 AXIS GENERAL CONTRUCTION INC	July 2025 Monthly PM: Melrose	8/14/2025	135506	2,925.00
V000766 BEAR ELECTRICAL SOLUTIONS INC	June 2025 Traffic Signal Maint - Routine	8/14/2025	135507	10,656.00
V000766 BEAR ELECTRICAL SOLUTIONS INC	June 2025 Traffic Signal Maint - Response	8/14/2025	135508	8,598.00
V000766 BEAR ELECTRICAL SOLUTIONS INC	April 2025 Traffic Signal Maint - Response	8/14/2025	135509	43,985.75
V000624 BEHAVIOR ANALYSIS TRAINING INSTITUTE	Interviewing for First Responders	8/14/2025	135510	150.00
V000775 BIGGS CARDOSA ASSOCIATES INC	GoldenAv Bridge Services - June 2025	8/14/2025	135511	5,897.56
V000794 BRENNAN ESTIMATING SERVICES INC	Fire HQ Alarm Repairs	8/14/2025	135512	28,435.84
V000835 CALMAT CO.	Paving Materials	8/14/2025	135513	1,657.28
V000903 COMMERCIAL AQUATIC SERVICES	FY 25-26: Civic Center Fountain Maintenance Services	8/14/2025	135514	1,400.00
V001792 COUNTY OF ORANGE	Q4 Animal Control Svs	8/14/2025	135515	141,772.35
V001794 COUNTY OF ORANGE	July AFIS Services	8/14/2025	135516	1,565.00

V000946 DAY & NITE DOOR SERVICE	PD Front Door Repairs	8/7/2025	135517	367.00
V000952 DENNIS GRUBB & ASSOCIATES LLC	Fire Operations	8/14/2025	135518	1,925.00
V001010 ENTERPRISE FLEET MANAGEMENT	PD VH Lease Charges: August 2025	8/14/2025	135519	52,311.78
V001029 FACTORY MOTOR PARTS	FY 25-26: Vehicle Repair Parts	8/14/2025	135520	563.60
V001067 FRANCHISE TAX BOARD	PR#2501016 PE 8/2, PD8/7	8/14/2025	135521	7.73
V001091 GOGOVAPPS INC	GORequest Citizen Request Management (CRM) subscription	8/7/2025	135522	14,532.00
V001092 GOLDEN BELL PRODUCTS	FY 25-26: Sewer Manhole Maintenance Services	8/14/2025	135523	22,776.00
V001094 GOLDEN STATE WATER COMPANY	FY 25-26: July 2025 Water Charges	8/14/2025	135524	41,097.74
V001129 HELPING OUR PETS EDUCATION LLC	6/23-27 K9 Boarding Svs - Enzo	8/14/2025	135525	1,295.00
V000228 HEREDIA MEGAN	Nena Conference 2025	8/7/2025	135526	304.16
V001132 HF&H CONSULTANTS LLC	SB 1383 Contract Assist - June 2025 Services	8/7/2025	135527	623.50
V001161 IMPERIAL SPRINKLER SUPPLY	FY 25-26: Irrigation Supplies	8/14/2025	135528	1,086.59
V002000 INTERNATIONAL CODE COUNCIL INC	May, 2025 BRAVO Study Materials	8/14/2025	135529	200.64
V001205 JP CONTRACTORS INC	Roofing Bond Refund: 30-25-033	8/7/2025	135530	1,000.00
V001208 JV PLUMBING	City Hall Plumbing Repairs	8/14/2025	135531	1,812.84
V001208 JV PLUMBING	Work at Back's Building - 08/07/25	8/14/2025	135532	2,492.00
V001262 LN CURTIS & SONS	PD Uniforms - Radomski	8/14/2025	135533	4,195.68
V001262 LN CURTIS & SONS	Fire Operations	8/7/2025	135534	3,421.75
V002019 MUNICIPAL MANAGEMENT ASSISTANTS OF SOUTHERN CALIFORNIA IN	Women's Leadership Summit - A. Muñoz and L. Gutfeld	8/7/2025	135535	345.00
V001339 MUNITEMPS	Records - Deputy City Clerk Temp	8/14/2025	135536	16,774.50
V001386 OCLEEAA	2025 Explorer Academy Registration	8/7/2025	135537	600.00
V001396 ORANGE COUNTY EMPLOYEES ASSN	PR#2501016 OCEA UNION DUES	8/14/2025	135538	512.50
V001402 ORANGE COUNTY SANITATION DISTRICT	OCSD Capital Facilities Capacity Charge for July 2025 / 5% City Issuance Fee.	8/14/2025	135539	8,569.47
V001403 ORANGE COUNTY SHERIFF'S DEPT	Tuition for Supervisory Courses	8/7/2025	135540	930.00
V001434 PCEA C/O NORTH ORANGE CO	PR#2501016 PCEA UNION DUES	8/14/2025	135541	44.28
V001500 QUADIENT FINANCE USA INC	Mail Machine Postage	8/14/2025	135542	5,020.00
V001506 QUENCH USA	AUG PD Water Service	8/7/2025	135543	74.81
V001536 ROTARY CLUB OF PLACENTIA	Rotary Event Registration	8/14/2025	135544	115.00
V001548 SAFECHECKS	SAFEChecks, LASER TOP, GREEN, 3 1/2"	8/7/2025	135545	906.40
V001558 SC FUELS	Fuel Purchases	8/14/2025	135546	23,082.07
V001559 SCA OF CA LLC	FY 25-26: Street Sweeping Services: July 2025	8/14/2025	135547	14,608.00
V001567 SECO ELECTRIC & LIGHTING INC	Purchase of 2 Senior Center Replacement Lights	8/14/2025	135548	280.56
V001567 SECO ELECTRIC & LIGHTING INC	Electrical Box Replacement: Orangethorpe	8/7/2025	135549	119.28
V001591 SMARTCOVER SYSTEMS	FY 25-26: Smartcover Sewer Manhole Subscription	8/14/2025	135550	6,462.00
V000636 SOUTHERN CALIFORNIA EDISON	FY 25-26: Electrical Charges - July 2025	8/14/2025	135551	8,534.44
V001614 SPECIAL SERVICES GROUP LLC	GPS TRACKER SOFTWARE RENEWAL SALES TAX	8/7/2025	135552	91.44
V001802 STERICYCLE INC	Paper Shredding Services: June 2025	8/7/2025	135553	1,892.66
V001658 TEAM ONE MANAGEMENT	CUSTODIAL SVS	8/14/2025	135554	6,560.00
V001812 TEMPORARY STAFFING PROFESSIONALS INC	Temp: Christian Bandley, 7/21/25-7/27/2025	8/7/2025	135555	3,831.04
V001804 THE SHERIDAN GROUP	Public Safety Building	8/14/2025	135556	83,485.30
V001680 THREADCRAFT EMBOIDERY & PRINTING	Order of small Red shift uniforms for Part time staff	8/7/2025	135557	458.48
V001732 US BANK PARS #6746022400	PR#2501016 PARS EE & ER	8/14/2025	135558	6,433.20
V002024 V&V MANUFACTURING, INC	Uniforms	8/7/2025	135559	959.49
V001779 YORBA LINDA WATER DISTRICT	FY 24-25: June 2025 Water Charges	8/7/2025	135560	2,754.93
V001780 YORBA REGIONAL ANIMAL HOSPITAL	K9 Medical Services - Zero	8/14/2025	135561	1,658.30
V000656 ADMINSURE	July 2025: Workers' Compensation Claims Administration,	8/21/2025	135562	6,018.00
V000005 ALEXANDER DIAZ	DJ Service for Let's Dance	8/21/2025	135563	200.00
V000691 ALLIANCE BUSINESS SERVICES INC	Acct 9900000135	8/21/2025	135564	744.99
V000691 ALLIANCE BUSINESS SERVICES INC	FD Station 1 Internet Fiber	7/28/2025	135565	733.98

V000711 AMTECH ELEVATOR SERVICES	FY 25-26: Elevator Maintenance Services: July 2025	8/21/2025	135566	356.00
V000731 ASCAP	Music License Fee FY 25/26	8/21/2025	135567	450.50
V000616 AT&T	CH Fiber Aug 2025 - 333291678	8/21/2025	135568	4,287.95
V000616 AT&T	Ipads Acct#287248890794	8/21/2025	135569	255.04
V000616 AT&T	AT&T Summary 8.18.2025	8/21/2025	135570	2,370.16
V001878 BEST 5TH AVE INC	July PD Dry Cleaning Services	8/21/2025	135571	934.08
V000799 BUCHALTER	Professional Legal Services	8/21/2025	135572	348.50
V000815 CALIFORNIA BUILDING STANDARDS COMMISSION	CBSC Fees for April, May, June 2025	8/21/2025	135573	793.80
V000823 CALIFORNIA FORENSIC PHLEBOTOMY INC	July Blood Draws	8/21/2025	135574	1,379.16
V001813 CALIFORNIA FUELS AND LUBRICANTS	Diesel Fuel Purchase	8/21/2025	135575	592.84
V001818 CHARLES ABBOTT ASSOCIATES INC	FOG Program MGMT SVS	8/21/2025	135576	6,772.50
V000868 CICCS/EAP	CICCS Trust EAP by Anthem - August 2025	8/19/2025	135577	453.10
V001794 COUNTY OF ORANGE	July OCATS Circuit Support	8/21/2025	135578	1,104.51
V001831 CROSS CONNECTION EMERGENCY SERVICES	Fire Operations	8/21/2025	135579	3,360.09
V000950 DELL MARKETING L.P.	Desktop Computer Replacement	8/21/2025	135580	113,739.37
V000950 DELL MARKETING L.P.	FE PO# P13878 DELL MONITORS & ACCESSORIES FOR PSB	8/21/2025	135581	3,250.31
V000953 DEPARTMENT OF CONSERVATION	Strong Motion Fees April-June 2025 - 5% City Issuance Fee	8/21/2025	135582	1,813.75
V000962 DFS FLOORING INC	FY 25-26: Carpet Cleaning Services	8/21/2025	135583	744.00
V000986 DURATECH USA INC	VPN Software Renewal	8/21/2025	135584	9,977.52
V001007 EMPLOYMENT DEVELOPMENT DEPT	Unemployment Insurance Benefit Charge for period 4/1/2025 to 6/30/2025	8/14/2025	135585	616.00
V001013 EPIC LAND SOLUTIONS INC.	Golden Av Bridge Services Thru 6/30/25	8/21/2025	135586	1,484.11
V001029 FACTORY MOTOR PARTS	Maint Svcs Fleet Operations	8/21/2025	135587	72.81
V001029 FACTORY MOTOR PARTS	FY 25-26: Vehicle Repair Parts	8/21/2025	135588	584.92
V001042 Fifth Asset, Inc. dba DebtBook	Subscription Fee 2SWH-Tier 2	8/14/2025	135589	13,000.00
V001054 FIS	Interchange Fees June 25	8/21/2025	135590	778.43
V001079 GARY L KUSUNOKI HEARING EXAMINERS	7/2 Hearing Examiner Services	8/21/2025	135591	110.00
V001120 HALO CONFIDENTIAL INVESTIGATIONS LLC	July PD Training Mgmt. Svs	8/21/2025	135592	2,058.55
V001138 HIRSCH PIPE AND SUPPLY	Plumbing Repair Materials	8/21/2025	135593	491.54
V002031 HOPE CENTER OF ORANGE COUNTY	July-Dec Clinical Manager Svs	8/21/2025	135594	7,500.00
V001146 HOUSTON & HARRIS PCS INC	FY 25-26: Sewer Line Cleaning and CCTV Inspection Services	8/14/2025	135595	7,447.56
V001161 IMPERIAL SPRINKLER SUPPLY	Park Maintenance	8/21/2025	135596	234.38
V002034 JUAN GARCIA	Partial Refund of Fees Paid for UP 2024-08	8/21/2025	135597	5,006.48
V001262 LN CURTIS & SONS	Batons	8/21/2025	135598	313.42
V000326 MARTIN ARMANDO	Dead Animal Removal Services: July 2025	8/21/2025	135599	600.00
V002030 MIGUEL MORAN	Sound Services for Concerts in the Park	8/14/2025	135600	8,750.00
V001318 MIKE RAAHAUGES SHOOTING ENTERPRISE	7/15 Pistol Range Rental - SWAT	8/21/2025	135601	50.00
V001320 MILLER MENDEL INC	April-June eSOPH Fax Units	8/21/2025	135602	13.50
V001322 MINUTEMAN PRESS-PLACENTIA	Yard signs	8/21/2025	135603	333.60
V001328 MMASC	Staff Training	8/21/2025	135604	160.00
V001336 MT SAN ANTONIO COLLEGE	Day Camp Planetarium Field Trip - 07/09/25	8/21/2025	135605	148.50
V001338 MUNICIPAL EMERGENCY SERVICES INC	Personal Protection Equipment	8/21/2025	135606	3,697.96
V001339 MUNITEMPS	Records - Deputy City Clerk Temp	8/21/2025	135607	6,360.00
V001374 NORTH NET TRAINING AUTHORITY	Fire Operations - Training	7/14/2025	135608	3,398.49
V001402 ORANGE COUNTY SANITATION DISTRICT	Q4 24-25 OCHCA FOG/BMP Inspections	8/19/2025	135609	477.83
V001402 ORANGE COUNTY SANITATION DISTRICT	June 2025 5% City Issuance Fee	8/14/2025	135610	117,926.67
V001406 ORANGE COUNTY TREASURER TAX COLLECTOR	NPDES (D07-104) EC28172 Annual Fixed Cost	8/21/2025	135611	11,916.65
V001421 PACIFIC WEST AIR CONDITIONING	Fire HQ 3rd Quarter HVAC Billing	8/21/2025	135612	2,132.00
V001424 PARKHOUSE TIRE INC	FY 25-26: Tires for City Vehicles	8/21/2025	135613	1,413.54
V001450 PLACENTIA CHAMBER OF COMMERCE	Annual Membership & PYLUSD Grant Fund	8/21/2025	135614	975.00

V001472 PREMIER COLLISION CENTER INC	CS Truck Vehicle Repair	8/21/2025	135615	2,477.94
V001473 PREMIER FIRST RESPONDER PSYCHOLOGICAL SERVICES	July Officer Therapy Services	8/21/2025	135616	750.00
V001501 QUADIENT INC	Parcel Pending September 2025 Services	8/21/2025	135617	136.86
V001513 RBI TRAFFIC INC	Traffic Control Plan Check Services Dutch Bros	8/21/2025	135618	1,100.00
V001567 SECO ELECTRIC & LIGHTING INC	Parking lot light bulbs	8/21/2025	135619	586.92
V001593 SO CAL GAS	Gas Charges - 8.18.25	8/21/2025	135620	280.55
V001663 THE BEE MAN	Bee Removal - City Hall	8/21/2025	135621	540.00
V001697 TRAFFIC MANAGEMENT	Street Supplies: Paint	8/21/2025	135622	511.82
V001701 TRANSUNION RISK & ALTERNATIVE	July PD Database Transactions	8/21/2025	135623	178.00
V001715 TURBO DATA SYSTEMS INC	Parking Citation Paper Rolls	8/21/2025	135624	1,332.19
V000639 ULINE	Purchase of tables for resource room for the Placentia Navigation Center	8/21/2025	135625	2,156.75
V001727 UNITED RENTALS NORTH AMERICA INC.	Concrete trailer Mixer Rental & Cover Drum	8/21/2025	135626	890.26
V000640 US BANK	2013 TARB Trustee Fee	8/21/2025	135627	2,700.00
V002036 VERIZON WIRELESS	Cell Phone Area Search	8/21/2025	135628	150.00
V000641 WELLS FARGO VENDOR FIN SERV	Kyocera Printer Lease Customer # 3691949048	8/21/2025	135629	6,675.61
V001757 WEST COAST ARBORISTS INC	FY 24-25 Concrete Repair Progr	8/21/2025	135630	14,430.00
V001779 YORBA LINDA WATER DISTRICT	Yorba Linda Water Charges - 081825	8/21/2025	135631	2,986.03
Total Checks				**4,216,381.12**

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Vendor	Date	Memo	Amount	EFT Status
V001805 ORACLE AMERICA INC	7/7/2025	Financials ERP Software System	19,908.00	EFT Payment
V000086 MICHAEL BUTTS	7/8/2025	June Toll Road Charges	417.45	EFT Payment
V001325 MISSION SQUARE	7/8/2025	PR#2501013 401A MGMNT	56,549.59	ACH - Paid Online
V001453 PLACENTIA FIREFIGHTERS ASSOCIATION	7/8/2025	PR#2501013 PFFA UNION DUES	1,050.00	EFT Payment
V001457 PLACENTIA POLICE MANAGEMENT	7/8/2025	PR#2501013 PPMA UNION DUES	1,288.88	EFT Payment
V001458 PLACENTIA POLICE OFFICERS ASSOCIATION	7/8/2025	PR#2501013 PPOA UNION DUES	3,163.49	EFT Payment
V001978 MARK AGUIRRE	7/8/2025	EMT TRAINING - REIMBURSEMENT	300.00	EFT Payment
V000483 RUBALCAVA OSBALDO	7/8/2025	MAY 2025 WALKING CHALLENGE WINNER REIMBURSEMENT	75.00	EFT Payment
V000288 LEE JANICE	7/8/2025	GIS CONFERENCE JANICE LEE 7/14-7/17/25	1,439.16	EFT Payment
V000510 SERVIN CRISTAL	7/9/2025	PD TRAINING MEALS	145.12	EFT Payment
V000410 PEREZ LARISSA	7/9/2025	PD TRAINING MEALS	430.00	EFT Payment
V002014 ANTHONY PERALTA	7/9/2025	Tuition Reimbursement #25-02	1,656.00	EFT Payment
V002015 HORJE CAMPO	7/9/2025	MARCH 2025 WALKING CHALLENGE WINNER REIMBURSEMENT	75.00	EFT Payment
V000244 HUGHES EDWARD	7/9/2025	EMT Reimbursement	152.00	EFT Payment
V000460 ROBERTS JULIE	7/9/2025	Reimbursement - PD Bottled Water	47.84	EFT Payment
V000330 MARTINEZ JOHN	7/9/2025	PD TRAINING MEALS	145.76	EFT Payment
V000622 AMAZON CAPITAL SERVICES	7/9/2025	Books for PATs	4,966.67	EFT Payment
V000105 SPENCER BRANDON	7/9/2025	Tuition Reimbursement #24-13	2,551.13	EFT Payment
V000198 GONZALES ANDREW A	7/9/2025	Tuition Reimbursement #25-01	1,779.75	EFT Payment
V000836 CALPERS	7/10/2025	Non-PERS July 2025 Billing	276,895.40	ACH - Paid Online
V001984 ALEX INIGUEZ	7/14/2025	Meals and Mileage -Traffic Collision Investigation	158.40	EFT Payment
V000002 ADAM CASTRO	7/14/2025	FY 24-25 Tool Reimbursement	500.00	EFT Payment
V001310 METASOURCE LLC	7/14/2025	Technology Fee	3,297.00	EFT Payment
V000622 AMAZON CAPITAL SERVICES	7/14/2025	Money Counter	135.93	EFT Payment
V000460 ROBERTS JULIE	7/14/2025	Tuition Reimbursement #24-25 & #24-26	741.00	EFT Payment
V000410 PEREZ LARISSA	7/14/2025	Meals for K9 Training	860.00	EFT Payment
V000608 FELIPE ZAMBRANO	7/14/2025	Reimbursement for Metro Tickets	338.50	EFT Payment
V001752 WASHINGTON STATE DEPARTMENT OF	7/14/2025	PR#2501013 CHILD SUPPORT - WA	823.09	ACH - Paid Online
V001520 REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA	7/15/2025	June 2025 Trash Collection Services	384,939.84	EFT Payment
V000622 AMAZON CAPITAL SERVICES	7/15/2025	FY 24-25: June 2025 PW Maintenance Purchases	2,076.53	EFT Payment
V000640 US BANK	7/15/2025	2013 TARB 8.1.25 Debt Payment	151,135.32	ACH - Paid Online
V001462 PLACEWORKS	7/15/2025	June, 2025 SP5 Update	10,960.45	EFT Payment
V001752 WASHINGTON STATE DEPARTMENT OF	7/16/2025	PR#2501014 CHILD SUPPORT - WA	823.09	ACH - Paid Online
V000117 Adams Crystal	7/16/2025	Travel Reimbursement	107.24	EFT Payment
V000133 Alvarez Omar	7/16/2025	Meals and Mileage -Traffic Collision Investigation	158.40	EFT Payment
V000011 ANTHONY DAVIS	7/16/2025	Travel Reimbursement	735.00	EFT Payment
V000134 DOBINE JASON	7/16/2025	Travel Reimbursement	520.00	EFT Payment
V000300 LOMELI CATHY	7/16/2025	Travel Reimbursement	531.24	EFT Payment
V001325 MISSION SQUARE	7/16/2025	PR#2501014 401A MGMNT	2,306.87	ACH - Paid Online
V001453 PLACENTIA FIREFIGHTERS ASSOCIATION	7/16/2025	PR#2501014 PFFA UNION DUES	1,050.00	EFT Payment
V001457 PLACENTIA POLICE MANAGEMENT	7/16/2025	PR#2501014 PPMA UNION DUES	1,288.88	EFT Payment
V000831 CALIFORNIA STATE DISBURSEMENT UNIT	7/16/2025	PR#2501014 CHILD SUPPORT - CA	1,812.44	ACH - Paid Online
V001458 PLACENTIA POLICE OFFICERS ASSOCIATION	7/16/2025	PR#2501014 PPOA UNION DUES	3,143.89	EFT Payment
V000556 TREJO DANIELA	7/16/2025	Tuition Reimbursement #24-15	400.51	EFT Payment
V001686 TK BURGERS CATERING	7/16/2025	Wellness Fair 2025.09.23 Catering	1,878.06	EFT Payment
V001752 WASHINGTON STATE DEPARTMENT OF	7/17/2025	PR#2501014 CHILD SUPPORT - WA	823.09	ACH - Paid Online
V000556 TREJO DANIELA	7/17/2025	Tuition Reimbursement #24-16	450.29	EFT Payment
V000640 US BANK	7/18/2025	2013 TARB 8.1.25 Debt Payment	151,135.32	ACH - Paid Online

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V000622 AMAZON CAPITAL SERVICES	7/24/2025	Supplies for Community Services Department	3,130.74	EFT Payment
V000629 KRONOS INC	7/24/2025	JUNE KRONOS UKG SUBSCRIPTION	7,164.37	EFT Payment
V001007 EMPLOYMENT DEVELOPMENT DEPT	7/21/2025	PR#2501014 CA STATE WH	84,685.45	ACH - Paid Online
V001173 INTERNAL REVENUE SERVICE	7/21/2025	PR#2501014 & PR2501014A FED WH	256,545.16	ACH - Paid Online
V001325 MISSION SQUARE	7/21/2025	PR#2501014 401A FIRE	47,575.88	ACH - Paid Online
V001076 GAMETIME	7/24/2025	McFadden Park Playground Reno	500,000.16	EFT Payment
V000121 Ahumada Samuel	7/31/2025	BLS Provider eCard	9.75	EFT Payment
V000622 AMAZON CAPITAL SERVICES	7/31/2025	Amazon - IT	347.54	EFT Payment
V001711 TRUIST GOVERNMENTAL FINANCE	7/31/2025	990500346-00002 Fire Loan #2	314,295.94	EFT Payment
E000004 ALBERT BERMUDEZ	7/30/2025	RETIREE AUGUST 2025	564.00	EFT Payment
E000126 Aldwir Mamoun	7/30/2025	RETIREE AUGUST 2025	869.44	EFT Payment
E000008 ANDREW DEAN	7/30/2025	RETIREE AUGUST 2025	1,814.00	EFT Payment
E000013 ARLENE M COOK	7/30/2025	RETIREE AUGUST 2025	526.78	EFT Payment
E000014 ARTHUR BURGNER	7/30/2025	RETIREE AUGUST 2025	526.78	EFT Payment
E002027 BRYCE ANGEL	7/30/2025	RETIREE AUGUST 2025	1,814.00	EFT Payment
E000019 CAROLYN DAVIS	7/30/2025	RETIREE AUGUST 2025	184.39	EFT Payment
E000020 CHARLES A BABCOCK	7/30/2025	RETIREE AUGUST 2025	349.00	EFT Payment
E000033 DONALD BUNNELL	7/30/2025	RETIREE AUGUST 2025	526.78	EFT Payment
E000039 GEOFFREY COBBETT	7/30/2025	RETIREE AUGUST 2025	526.78	EFT Payment
E000049 JAMIE DELOS SANTOS	7/30/2025	RETIREE AUGUST 2025	250.31	EFT Payment
E000051 JAY SCOTT AUDISS	7/30/2025	RETIREE AUGUST 2025	2,369.95	EFT Payment
E000058 JOHN P CHANDLER	7/30/2025	RETIREE AUGUST 2025	1,406.65	EFT Payment
E000059 JOHN T ARMSTRONG	7/30/2025	RETIREE AUGUST 2025	1,136.00	EFT Payment
E000080 MARLA ANDERSON	7/30/2025	RETIREE AUGUST 2025	526.78	EFT Payment
E000085 MICHAEL BUSSE	7/30/2025	RETIREE AUGUST 2025	763.50	EFT Payment
E000093 PRESTON DAVID	7/30/2025	RETIREE AUGUST 2025	526.78	EFT Payment
E000096 ROBERT CHANG	7/30/2025	RETIREE AUGUST 2025	866.44	EFT Payment
E000097 ROBERT D'AMATO	7/30/2025	RETIREE AUGUST 2025	184.39	EFT Payment
E000098 ROBERTA JO DICKSON	7/30/2025	RETIREE AUGUST 2025	184.39	EFT Payment
E000101 SHARLENE BEALS	7/30/2025	RETIREE AUGUST 2025	184.39	EFT Payment
E000137 DOWNEY CAROL	7/30/2025	RETIREE AUGUST 2025	526.78	EFT Payment
E000143 ECKENRODE NORMAN	7/30/2025	RETIREE AUGUST 2025	526.78	EFT Payment
E000150 ESCOBOSA LILLIAN	7/30/2025	RETIREE AUGUST 2025	426.70	EFT Payment
E000152 ESPINOZA ROSALINDA	7/30/2025	RETIREE AUGUST 2025	564.00	EFT Payment
E000171 FRICKE JUERGEN	7/30/2025	RETIREE AUGUST 2025	965.00	EFT Payment
E000172 FULLER GLENN H	7/30/2025	RETIREE AUGUST 2025	965.00	EFT Payment
E000173 GALLANT KAREN	7/30/2025	RETIREE AUGUST 2025	526.78	EFT Payment
E000184 GARNER JO ANN	7/30/2025	RETIREE AUGUST 2025	184.39	EFT Payment
E000185 GARNER KITTY	7/30/2025	RETIREE AUGUST 2025	869.44	EFT Payment
E000213 GRIMM DENNIS L	7/30/2025	RETIREE AUGUST 2025	349.00	EFT Payment
E000239 HOLTSCLAW KATHERINE	7/30/2025	RETIREE AUGUST 2025	564.00	EFT Payment
E000249 IRVINE SUZETTE	7/30/2025	RETIREE AUGUST 2025	526.78	EFT Payment
E000254 JENKINS ROBERT	7/30/2025	RETIREE AUGUST 2025	1,011.40	EFT Payment
E000255 JOHNSON SHARON	7/30/2025	RETIREE AUGUST 2025	184.39	EFT Payment
E000256 JONES ROBERT	7/30/2025	RETIREE AUGUST 2025	284.25	EFT Payment
E000258 JUAREZ JANET	7/30/2025	RETIREE AUGUST 2025	184.39	EFT Payment
E000259 JUDD TERRELL	7/30/2025	RETIREE AUGUST 2025	526.78	EFT Payment
E000272 KIRKLAND RICHARD L	7/30/2025	RETIREE AUGUST 2025	184.39	EFT Payment
E000299 LITTLE DIANE M	7/30/2025	RETIREE AUGUST 2025	426.70	EFT Payment

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E000301 LOOMIS CORINNE	7/30/2025	RETIREE AUGUST 2025	564.00	EFT Payment
E000310 LOWREY B J	7/30/2025	RETIREE AUGUST 2025	349.00	EFT Payment
E000320 MAERTZWEILER MICHAEL L	7/30/2025	RETIREE AUGUST 2025	526.78	EFT Payment
E000336 MCELHINNEY JAMES	7/30/2025	RETIREE AUGUST 2025	763.50	EFT Payment
E000346 MILANO JAMES	7/30/2025	RETIREE AUGUST 2025	526.78	EFT Payment
E000348 MILLER RICHARD	7/30/2025	RETIREE AUGUST 2025	965.00	EFT Payment
E000349 MILLSAP SCOTT	7/30/2025	RETIREE AUGUST 2025	2,051.70	EFT Payment
E000372 NAJERA JOSEPH D.	7/30/2025	RETIREE AUGUST 2025	564.00	EFT Payment
E000389 OLEA ARLENE J	7/30/2025	RETIREE AUGUST 2025	526.78	EFT Payment
E000399 PALMER GEORGE	7/30/2025	RETIREE AUGUST 2025	965.00	EFT Payment
E000403 PASCARELLA RICHARD	7/30/2025	RETIREE AUGUST 2025	2,201.80	EFT Payment
E000404 PASCUA RAYNALD	7/30/2025	RETIREE AUGUST 2025	869.44	EFT Payment
E000405 PASPALL MIHAJLO	7/30/2025	RETIREE AUGUST 2025	526.78	EFT Payment
E000413 PEREZ ROBERT	7/30/2025	RETIREE AUGUST 2025	184.39	EFT Payment
E000420 PICHON WALTER	7/30/2025	RETIREE AUGUST 2025	426.70	EFT Payment
E000423 PINEDA MATEO	7/30/2025	RETIREE AUGUST 2025	526.78	EFT Payment
E000426 PISCHEL STEPHEN	7/30/2025	RETIREE AUGUST 2025	869.44	EFT Payment
E000431 POINT ERIC	7/30/2025	RETIREE AUGUST 2025	2,369.95	EFT Payment
E000445 REDIFER KIM R	7/30/2025	RETIREE AUGUST 2025	965.00	EFT Payment
E000447 RENDEN BRIAN	7/30/2025	RETIREE AUGUST 2025	726.50	EFT Payment
E000449 REYES ROGER T	7/30/2025	RETIREE AUGUST 2025	526.78	EFT Payment
E000452 REYNOLDS MATTHEW	7/30/2025	RETIREE AUGUST 2025	564.00	EFT Payment
E000453 RICE RUSSELL J	7/30/2025	RETIREE AUGUST 2025	1,384.00	EFT Payment
E000456 RIVERA AIDA	7/30/2025	RETIREE AUGUST 2025	184.39	EFT Payment
E000458 ROACH MICHAEL	7/30/2025	RETIREE AUGUST 2025	908.85	EFT Payment
E000459 ROBB SANDRA	7/30/2025	RETIREE AUGUST 2025	184.39	EFT Payment
E000480 ROSE RICHARD D	7/30/2025	RETIREE AUGUST 2025	869.44	EFT Payment
E000485 RUIZ ARNULFO	7/30/2025	RETIREE AUGUST 2025	1,286.00	EFT Payment
E000492 SALE LEE R	7/30/2025	RETIREE AUGUST 2025	526.78	EFT Payment
E000496 SANCHEZ LAURA	7/30/2025	RETIREE AUGUST 2025	184.39	EFT Payment
E000505 SCHLIEDER BEVERLY	7/30/2025	RETIREE AUGUST 2025	869.44	EFT Payment
E000525 SMITH WARD	7/30/2025	RETIREE AUGUST 2025	323.65	EFT Payment
E000527 SOTO PHILIP J	7/30/2025	RETIREE AUGUST 2025	526.78	EFT Payment
E000528 SPRAGUE GARY A	7/30/2025	RETIREE AUGUST 2025	965.00	EFT Payment
E000529 STEPHEN JEFFREY	7/30/2025	RETIREE AUGUST 2025	869.44	EFT Payment
E000537 TAYLOR DAVID M	7/30/2025	RETIREE AUGUST 2025	577.00	EFT Payment
E000538 TAYLOR LINDA	7/30/2025	RETIREE AUGUST 2025	564.00	EFT Payment
E000542 THOMANN DARYLL L	7/30/2025	RETIREE AUGUST 2025	1,011.40	EFT Payment
E000558 TRIFOS WILLIAM	7/30/2025	RETIREE AUGUST 2025	965.00	EFT Payment
E000565 VALENTINE THOMAS	7/30/2025	RETIREE AUGUST 2025	1,975.70	EFT Payment
E000577 VERSTYNEN WILLIAM	7/30/2025	RETIREE AUGUST 2025	184.39	EFT Payment
E000584 WAHL KATHLEEN A	7/30/2025	RETIREE AUGUST 2025	184.39	EFT Payment
E000590 WIEST STEPHEN	7/30/2025	RETIREE AUGUST 2025	526.78	EFT Payment
E000597 WORDEN LARRY M	7/30/2025	RETIREE AUGUST 2025	577.00	EFT Payment
E000601 YAMAGUCHI BRIAN	7/30/2025	RETIREE AUGUST 2025	908.85	EFT Payment
E000614 ZINN JOHN	7/30/2025	RETIREE AUGUST 2025	564.00	EFT Payment
V000836 CALPERS	7/30/2025	Unfunded Accrued Liability 529	561,835.00	ACH - Paid Online
V000836 CALPERS	7/31/2025	Unfunded Accrued Liability	286,991.00	ACH - Paid Online
V000836 CALPERS	7/31/2025	Unfunded Accrued Liability 22027	12,604.00	ACH - Paid Online

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V000836 CALPERS	7/31/2025	Unfunded Accrued Liability 26597	56,941.00	ACH - Paid Online
V001830 VORTEK SOLUTIONS LLC	7/31/2025	Whitten Center Server/Network Upgrades	10,715.79	EFT Payment
V002028 AMANDA HORNER	8/4/2025	Uniforms	184.00	EFT Payment
V000831 CALIFORNIA STATE DISBURSEMENT UNIT	8/7/2025	PR#2501015 CHILD SUPPORT - CA	1,812.44	ACH - Paid Online
V001936 LISA BRUTO	8/7/2025	Uniforms	20.00	EFT Payment
V001325 MISSION SQUARE	8/7/2025	PR#2501015 401A FIRE	47,832.35	ACH - Paid Online
V001805 ORACLE AMERICA INC	8/7/2025	Financials ERP Software System	17,029.55	EFT Payment
V001453 PLACENTIA FIREFIGHTERS ASSOCIATION	8/7/2025	PR#2501015 PFFA UNION DUES	1,050.00	EFT Payment
V001457 PLACENTIA POLICE MANAGEMENT	8/7/2025	PR#2501015 PPMA UNION DUES	1,129.83	EFT Payment
V001458 PLACENTIA POLICE OFFICERS ASSOCIATION	8/7/2025	PR#2501015 PPOA UNION DUES	3,143.89	EFT Payment
V001752 WASHINGTON STATE DEPARTMENT OF	8/7/2025	PR#2501015 CHILD SUPPORT - WA	823.09	ACH - Paid Online
V001480 PRINCIPAL FINANCIAL GROUP	8/7/2025	Aug 2025 - Life Insurance	1,455.65	ACH - Paid Online
V001242 LAWCX	8/7/2025	2025.2026 Deposit Premium - Excess WC	448,174.00	EFT Payment
V000869 CIRA	8/7/2025	Liability/EPL Premiums FY 25-26	1,515,519.00	EFT Payment
V000622 AMAZON CAPITAL SERVICES	8/7/2025	Canopies for the Navigation Center	1,036.54	EFT Payment
V000743 AVENU INSIGHTS & ANALYTICS LLC	8/7/2025	Utility User Tax APR-JUN 2025	4,960.87	EFT Payment
V001830 VORTEK SOLUTIONS LLC	8/7/2025	Information Technology	23,660.00	EFT Payment
V000410 PEREZ LARISSA	8/7/2025	Meals Reimbursement	860.00	EFT Payment
V000086 MICHAEL BUTTS	8/7/2025	July Toll Road Charges	394.89	EFT Payment
V000856 CENTURY BUSINESS SERVICES INC	8/14/2025	Printer & Copier Contract Charges	7,010.70	EFT Payment
V001164 INFRASTRUCTURE ENGINEERS	8/14/2025	FY 23-24 Roadway Arterial Constru - June 2025	45,556.50	EFT Payment
V001926 GABRIELA CALIN	8/14/2025	JUNE 2025 WALKING CHALLENGE WINNER REIMBURSEMENT	75.00	EFT Payment
V001325 MISSION SQUARE	8/14/2025	PR#2501016 401A FIRE	13,903.05	ACH - Paid Online
V001752 WASHINGTON STATE DEPARTMENT OF	8/14/2025	PR#2501016 CHILD SUPPORT - WA	823.09	ACH - Paid Online
V001453 PLACENTIA FIREFIGHTERS ASSOCIATION	8/14/2025	PR#2501016 PFFA UNION DUES	1,050.00	ACH - Paid Online
V001457 PLACENTIA POLICE MANAGEMENT	8/13/2025	PR#2501016 PPMA UNION DUES	1,303.65	ACH - Paid Online
V001458 PLACENTIA POLICE OFFICERS ASSOCIATION	8/14/2025	PR#2501016 PPOA UNION DUES	2,982.47	ACH - Paid Online
V001164 INFRASTRUCTURE ENGINEERS	8/14/2025	FY23-24 Residential Slurry Services - May 2025	8,831.00	EFT Payment
V000831 CALIFORNIA STATE DISBURSEMENT UNIT	8/14/2025	PR#2501016 CHILD SUPPORT - CA	1,812.44	ACH - Paid Online
V000622 AMAZON CAPITAL SERVICES	8/14/2025	July Office Supplies	3,773.04	EFT Payment
V000288 LEE JANICE	8/21/2025	GIS CONFERENCE JANICE LEE 7/14-7/17/25	150.67	EFT Payment
V001325 MISSION SQUARE	8/21/2025	PR#2501016 457	32,790.88	ACH - Paid Online
V000556 TREJO DANIELA	8/21/2025	Tuition Reimbursement - #24-21	442.61	EFT Payment
V000640 US BANK	8/21/2025	2023A PSB Debt Service	352,987.07	EFT Payment
V000943 DATA TICKET INC.	8/21/2025	Technology Fee	2,340.98	EFT Payment
		Total	5,845,507.29	
		Payroll Pay Date 7/25/25	977,045.98	
		Payroll Pay Date 8/8/25	956,920.69	
		Payroll Pay Date 8/22/25	974,733.74	
		Grand Total	**8,754,207.70**	

PROGRAM SUPPLEMENT NO. 00000A805
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 12-5269S21

Adv. Project ID 1225000087

Date: July 14, 2025
Location: 12-ORA-0-PLCN
Project Number: HSIPSL-5269(031)
E.A. Number:
Locode: 5269

This Program Supplement, effective , hereby adopts and incorporates into the Administering Agency-State Agreement No. 12-5269S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the ADMINISTERING AGENCY on (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: Various Location throughout City, including 7 signalized intersections and 2 unsignatized intersections.

TYPE OF WORK: New Signals **LENGTH:** 0.0(MILES)

Estimated Cost	State Funds		Matching Funds		
	STATE	$34,200.00	LOCAL		OTHER
$38,000.00			$3,800.00		$0.00

CITY OF PLACENTIA

By _____

Title _____

Date _____

Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____

Chief, Office of Project Management Oversight
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Helga Siu **Date** 7/14/25 $34,200.00

SPECIAL COVENANTS OR REMARKS

1. A. This PROJECT has received STATE funds from Highway Safety Improvement Program (HSIP). The ADMINISTERING AGENCY agrees to administer the PROJECT in accordance with the Highway Safety Improvement Program (HSIP) Guidelines, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

   B. The STATE funds for this PROJECT may be provided under one or more phases, which are Preliminary Engineering (PE), Right-of-Way (R/W) and Construction (Con).

   A phase-specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the phase identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per phase. Unless otherwise determined, the effective date of the phase-specific allocation will constitute the start of reimbursable expenditures for the phase. The STATE funds available for reimbursement will be limited to the amount allocated by the STATE for the phase.

   C. At the time of the first fund allocation approval for the Project, this PROGRAM SUPPLEMENT, a STATE-approved Allocation Letter and STATE Finance Letter are prepared to allow reimbursement of eligible PROJECT expenditures for the phase allocated.

   D. STATE and ADMINISTERING AGENCY agree that any additional fund allocations made after the execution of this PROGRAM SUPPLEMENT, for the phase that has been authorized in the first fund allocation approval or for a new phase, will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and a STATE Finance Letter and are subject to the terms and conditions thereof.

   E. This PROJECT is subject to the delivery requirements enacted by the HSIP guidelines. The delivery requirements may be accessed at: https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/delivery-requirements-status-approved-projects.

   F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

   G. The ADMINISTERING AGENCY shall invoice STATE for PE, R/W and CON costs no later than 180 days after the end of expenditure the phase. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor, prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and

SPECIAL COVENANTS OR REMARKS

payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM provisions.

I. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to provide the STATE, upon request, with the information related to the PROJECT for the purpose of project evaluation or other purposes.

K. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the State. Any changes to the approved PROJECT scope without the prior expressed approval of the State are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

RESOLUTION NO. R-2025-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING THE CITY ADMINISTRATOR AND/OR HER DESIGNEE TO EXECUTE MASTER AGREEMENTS, PROGRAM SUPPLEMENTAL AGREEMENTS, FUND EXCHANGE AGREEMENTS, FUND TRANSFER AGREEMENTS BETWEEN THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION (CALTRANS) AND THE CITY OF PLACENTIA FOR FEDERAL-AID PROJECTS AND STATE-FUNDED PROJECTS

A. Recitals

(i). The City of Placentia is eligible to receive Federal and/or State funding for certain Transportation Projects, through the California Department of Transportation (Caltrans); and.

(ii). Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements need to be executed with the California Department of Transportation before such funds could be claimed; and

(iii). Caltrans requires Program Supplemental Agreements to be executed for the administration of federal grant funds received; and

(iv). The City of Placentia wishes to delegate authorization to execute Program Supplement Agreement No. 00000A805 to Administering Agency-State Agreement No. 12-5269S21, all future agreements and any amendments thereto to the City Administrator and/or her designee.

B. Resolution

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

1. In all respects as set forth in the Recitals, Part A., above.

2. The Placentia City Council hereby authorizes the City Administrator and/or her designee to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements and any amendments thereto with California Department of Transportation.

APPROVED and ADOPTED this 2nd day of September 2025.

Kevin Kirwin, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City Of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 2nd day of September 2025 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.d

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 2, 2025

Submitted by: Jesus Avila

From: Public Works

Subject:
Grant of Easement to Southern California Edison for Electric Utility Systems and Approval of Conveyance Agreement for a Transformer Pad Located at 611 Jefferson St., Placentia Champion Sports Complex

Financial Impact:
Fiscal Impact:
None

Summary:
The proposed Grant of Easement to Southern California Edison (SCE) is for maintenance access to a transformer pad and to install an electrical meter on a pedestal located within the Placentia Champion Sports Complex. There is an existing wireless cell facility located on site that requires delivery of commercial power to become fully operational. The easement area is two strips of land lying within the property. Strip #1 will be 14 feet wide and Strip #2 will be 6 feet wide. In order for SCE to schedule the crews to perform the necessary work to provide power to the site, a strip easement is required for electrical meter installation and providing power to the existing systems in place.

Recommendation:
Recommended Action: It is recommended that the City Council take the following actions:

1. Approve the Grant of Easement to Southern California Edison for electric utility systems located at 611 Jefferson Street, Placentia Champion Sports Complex; and
2. Authorize the City Administrator and/or her designee to execute the Grant of Easement on behalf of the City in a form approved by the City Attorney.
3. Approve the Conveyance Agreement to convey a customer owned structure originally installed per a previous work order. Agreement for transfer of structure ownership only.

Strategic Plan Statement:
This item is consistent with the City Council approved 5-Year Strategic Plan Goal 5, to Implement Public Infrastructure to Meet Community Needs.

Discussion:
DISH/Boost Wireless recently completed construction of a cell site located within Placentia Champions Sports Complex. SCE plans to install an electrical meter pedestal and deliver power to the cell site.

In order for SCE to move forward with scheduling the necessary work crews, two strip easements are required Attachment 1. This easement will grant SCE legal permission to install the new electrical meter on City property within Placentia Champion Sports Complex. The inclusion of the easement is a critical step to facilitate the installation and ensure that all regulatory and safety measures are adhered to. Furthermore, there is a conveyance agreement for the concrete pad upon which an existing transformer currently sits. SCE would like to ensure the property owner (City) does not lay claim to the concrete pad and request that the concrete slab be conveyed to SCE Attachment 2. Attachment 3 provides a visual representation with aerial and street view imagery of the location within Placentia Champion Sports Complex where the abovementioned easement is proposed.

Attachments
Attachment 1_SCE Easement.pdf
Attachment 2_TD1999980-LSSNA01008D-CONVEYANCE.pdf
Attachment 3_Exhibits.pdf

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON

An *EDISON INTERNATIONAL* Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.

GRANT OF EASEMENT

DOCUMENTARY TRANSFER TAX $ NONE VALUE AND CONSIDERATION LESS THAN $100.00) SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	DISTRICT Fullerton	SERVICE ORDER TD1999980	SERIAL NO.	MAP SIZE
	GVM MT-2248-C2 APN 341-321-08	APPROVED: REAL PROPERTIES (M.A.R. / S.L.H.)	BY SLS/BT	DATE 05/25/2025

CITY OF PLACENTIA, a municipal corporation, (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), a non-exclusive easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and electric distribution related communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, under, across and along that certain real property in the County of Orange, State of California, described as follows:

TWO STRIPS OF LAND LYING WITHIN PARCEL 1 OF PARCEL MAP NO. 89-273, AS PER MAP FILED IN BOOK 258, PAGES 25 THROUGH 27 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINES OF SAID STRIPS ARE DESCRIBED AS FOLLOWS:

STRIP #1 (14.00 FEET WIDE)

COMMENCING AT THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE IN THE WESTERLY LINE OF SAID PARCEL 1, SHOWN AS *"NORTH 00°07'48" WEST 636.17 FEET"* ON SAID PARCEL MAP NO. 89-273;

THENCE ALONG SAID CERTAIN COURSE, SOUTH 00°07'48" EAST 177.32 FEET;

THENCE LEAVING SAID CERTAIN COURSE, NORTH 89°52'12" EAST 147.75 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 89°00'00" EAST 8.36 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";

THENCE CONTINUING SOUTH 89°00'00" EAST 9.64 FEET TO THE **POINT OF TERMINUS**.

STRIP #2 (6.00 FEET WIDE)

BEGINNING AT SAID POINT "A";

THENCE SOUTH 48°14'53" EAST 16.00 FEET TO THE **POINT OF TERMINUS**.

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

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

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

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

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assign and apportion the easement, in whole or in part, for the intended uses described herein.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

To the extent that Grantee, in the exercise of its discretion, determines that this easement is no longer needed, then upon written request, Grantee shall execute a quitclaim deed on a mutually acceptable form at no cost to Grantor.

EXECUTED this _____ day of _____, 20____.

GRANTOR

CITY OF PLACENTIA, a municipal corporation

_____
Signature

_____
Print Name

_____
Title

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

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXECUTED this _____ day of _____, 20__.

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

_____
Signature

_____
Print Name

_____
Title

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

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared

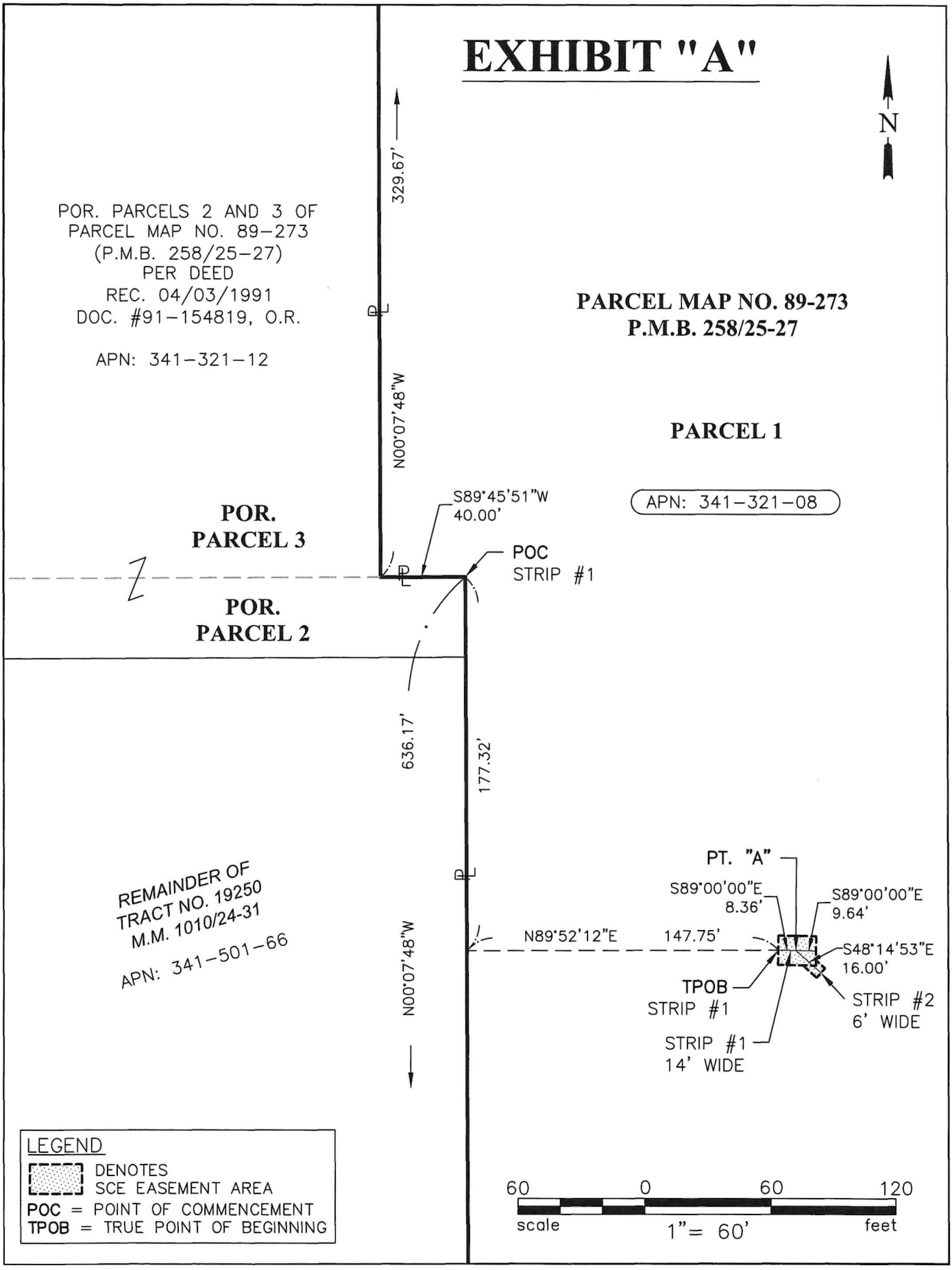
_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"


N
329.67'
POR. PARCELS 2 AND 3 OF
PARCEL MAP NO. 89-273
(P.M.B. 258/25-27)
PER DEED
REC. 04/03/1991
DOC. #91-154819, O.R.
APN: 341-321-12
PARCEL MAP NO. 89-273
P.M.B. 258/25-27
PARCEL 1
APN: 341-321-08
N00°07'48"W
S89°45'51"W
40.00'
POC
STRIP #1
POR.
PARCEL 3
POR.
PARCEL 2
636.17'
177.32'
REMAINDER OF
TRACT NO. 19250
M.M. 1010/24-31
APN: 341-501-66
N00°07'48"W
PT. "A"
S89°00'00"E
8.36'
S89°00'00"E
9.64'
N89°52'12"E
147.75'
S48°14'53"E
16.00'
TPOB
STRIP #1
STRIP #2
6' WIDE
STRIP #1
14' WIDE
LEGEND
DENOTES
SCE EASEMENT AREA
POC = POINT OF COMMENCEMENT
TPOB = TRUE POINT OF BEGINNING
60 0 60 120
scale
1"= 60'
feet

AGREEMENT FOR INSTALLATION AND CONVEYANCE OF FACILITIES

This AGREEMENT is made this 2ND day of SEPTEMBER, 2025, by and between CITY OF PLACENTIA, hereinafter called "Customer," and Southern California Edison Company, a corporation, hereinafter called "SCE".

1. SCE has requested Customer to furnish and install at 611 N JEFFERSON ST, the facilities specified below at a location on said property as designated by SCE.

2. Customer agrees, at Customer's expense, to furnish and install the facilities specified as follows:
PAD ____ SLAB X ENCLOSURE ____ OTHER ____.

3. Customer further agrees that immediately upon completion of said facilities and acceptance by SCE, title to each and every component thereof shall pass to SCE free and clear of all liens and encumbrances without further action upon the part of Applicant. Upon such conveyance, SCE agrees to pay to Customer SCE's estimated-installed cost of the facilities which is agreed to be $0.00.

4. SCE shall have the right of ingress to and egress from Customer's premises and access to the facilities for operation and/or maintenance purposes.

CUSTOMER	SOUTHERN CALIFORNIA EDISON COMPANY
_____	48-FULLERTON
Signature	Division or District
611 1/2 N JEFERSON ST, HM, PLACENTIA	_____
Service Address	Signature

ACCOUNTING DATA

W. O. Identity No. 6448 Work Order No. 6 44 825 23 -- W250 8 AD412-U Ref. ____

Date Work Completed 9/14/1995

MEMORANDUM OF FACILITIES INSTALLED BY THE CUSTOMER

Description	Assembly Unit	Quantity	Unit Cost	Amount
8'X10' SLAB BOX-P5431130		1	0	$0 00
				$
				$
				$
				$
	Total Estimated Amount of Customer-Installed Facilities			$0 00

Remarks CONVEY CUSTOMER OWNED STRUCTURE ORIGNALLY INSTALLED PER W/O 6648-2523 AI-W2508 IN 1995. CONTRACT EXECUTED TO RECORD AGREEMENT FOR TRANSFER OF STRUCTURE OWNERSHIP ONLY. NO REFUND TO BE ISSUED.

Prepared By ROB VERNON
Approved By ____

Southern California Edison
Rosemead, California

Revised Cal. PUC Sheet No. 27765-E
Cancelling Original Cal. PUC Sheet No. 8857-E

Agreement for Installation and
Conveyance of Facilities

Form C-352-2

Southern California Edison
Rosemead, California

Original Cal. PUC Sheet No. 8857-E
Cancelling Cal. PUC Sheet No. -E

Agreement for Installation and
Conveyance of Facilities

Form C-352-2

(To be inserted by utility)
Advice 730-E
Decision
C-352-2_frame.doc

Issued by
Ronald Daniels

Vice President

(To be inserted by Cal. PUC)
Date Filed June 13, 1986
Effective July 13, 1986
Resolution

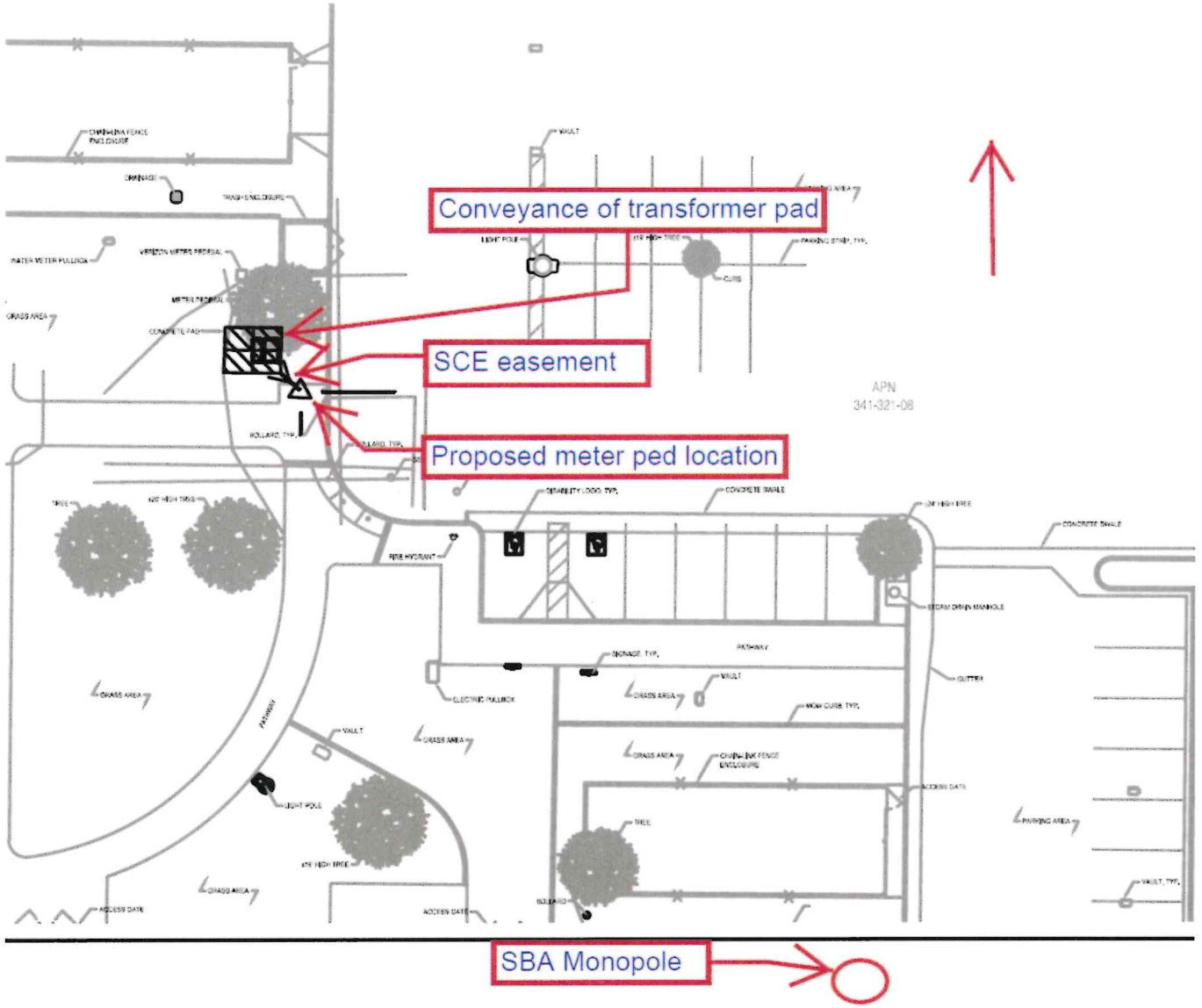
Aerial View - Wireless Facility @ Placentia Champions Sports Complex



Zoom in View - 14' (approximate) easement and conveyance



Sketch - SCE easement, transformer slab conveyance



Agenda Item No: 1.e

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 2, 2025
Submitted by: Jeannette Ortega
From: City Administrator

Subject:
Award of Construction Contract to Interior Demolition, Inc. for Abatement and Demolition Work at 2999 E. La Jolla Street

Financial Impact:
Fiscal Impact:

Expense:	$ 87,873	Total Construction Contract Amount
	$ 13,200	Total Construction Contingency Amount
	$101,073	Total Amount
Budget:	$101,073	101-40400-9100 Project 26-505

Summary:
The City-owned property located at 2999 E. La Jolla Street, Placentia, CA 92870 contains a small structure measuring approximately 1,741 square feet on the northern portion of the site, adjacent to the Orange County Flood Control channel. The proposed project includes the pre-demolition abatement of hazardous materials in accordance with South Coast Air Quality Management District (SCAQMD) regulations. Following abatement, the contractor will demolish the entire structure and remove all interior contents, including files, plans, filing cabinets, furniture, fixtures, storage shelves, and office equipment. The scope of work also includes the removal of building debris, concrete walkways, landscaping elements, approximately twelve (12) trees, weeds, shrubs, bird-of-paradise and agave plants, river rocks, and final grading of the lot.

After careful review of all submitted proposals, Staff recommends awarding the construction contract to Interior Demolition, Inc. in the amount of $101,073 for the hazardous materials abatement and demolition of the site. This action formally approves the contract award to Interior Demolition, Inc.

Recommendation:
Recommended Action: It is recommended that the City Council take the following actions:

1. Award a Construction Contract to Interior Demolition, Inc., for demolition work and hazardous abatement for 2999 E. La Jolla Street in the amount of $87,873; and Reject all other bids received and authorize return of the bid bonds; and
2. Authorize the City Administrator to approve contract change orders up to fifteen percent (15%) of the contract amount, or $13,200 for a total construction contract not-to-exceed amount of $101,073; and

3. Adopt Resolution No. R-2025-43, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2025-26 in compliance with City Charter of the City of Placentia §§1206 and §§1209 pertaining to appropriations for actual expenditures; and
4. Authorize the City Administrator and/or her designee to execute all necessary documents, in a form approved by the City Attorney.

Strategic Plan Statement:
This item is consistent with the City Council approved 5-Year Strategic Goal to Implement Public Infrastructure to Meet Community Needs under Objective #5.6, which is to Analyze Security Improvements at all Public Facilities.

Discussion:
The City-owned parcel located at 2999 E. La Jolla Street, Placentia, CA 92870 contains a small structure of approximately 1,741 square feet on the northerly side of the property, adjacent to the Orange County Flood Control channel. As part of the City's due diligence process, the City conducted several surveys and studies to review the environmental condition of the Property. It was determined that the Property contains several Recognized Environmental Conditions (REC), including asbestos, lead base paint and mold. The REC's must be properly remediated via a special permit from the South Coast Air Quality Management District Rule 1403 Procedure 5 Workplan. This project, if approved by the City Council, involves the pre-demolition abatement of hazardous materials as directed by South Coast Air Quality Management District (SCAQMD). Contractor shall then demolish the entire structure located at the property, including the removal and disposal of all files, plans, filing cabinets, furniture and fixtures, storage shelves, office equipment inside of the building, building debris, removal of concrete walkway, landscape, approximately twelve (12) trees, weeds, plants (including bird-of-paradise and agave plants) shrubs, river rocks, and fine grading of the remaining lot.

The City issued a Notice of Inviting Bids for the abatement, demolition and removal of a city owned structure located at 2999 E. La Jolla Street on Thursday, June 12, 2025. The Bid was posted on PlanetBids for approximately five (5) weeks. A total of six bids were received as noted in the table below:

Contractor	**Bid Amount**
Interior Demolition, Inc.	$87,873.00
Abajian Enterprise	$99,400.00
Unlimited Environmental, Inc.	$116,100.00
Vertex Civil	$123,521.96
Co Brothers LLC	$164,400.00
Storm Guard Construction	$184,989.80

The submitted proposals were reviewed by the Director of Public Works and the Deputy Director of Administrative Services. Staff evaluated all proposals received in accordance with the firms' technical experience in performing work of a closely similar nature; strength and stability of the firm; and quality of the final product completed with other agencies by checking their references. Based on this evaluation, Staff recommends awarding a construction contract to Interior Demolition, Inc. in the amount of $87,873 for the abatement, demolition and removal of the city owned structure.

Should the City Council elect to award this contract, the City will begin to work with Interior Demolition, Inc. to complete the tasks as outlined in the Bid Schedule and begin the hazardous abatement and demolition of the Property.

Fiscal Impact Summary:
The total construction contract for the hazardous abatement and demolition of the Property amounts to $101,073. This cost consists of the bid amount submitted by Interior Demolition, Inc. in the amount of $87,873 and a construction contingency in the amount of $13,200. The 101-40400-9100 Project 26-505 account has sufficient funds for the recommended action. Budget Amendment R-2025-43 is presented for the City Council's consideration to allocate funds for this specific work.

Attachments
Attachment 1 Budget Amendment Resolution.docx
Public Works Agreement for Abatement and Demo 2999 La Jolla.pdf

RESOLUTION NO. R-2025-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2025-26 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals.

(i). The adopted budget for the 2025-26 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

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

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

B. Resolution.

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

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

2. The adopted budget for Fiscal Year 2025-26, via Resolution No. R-2025-25, is hereby amended to reflect the following expenditure of funds from the Account specified to the Account specified:

Fund	Description	Department	GL Account	Amount	Type
101-40400-9100	Expenditures Related to Demolition of Structure at 2999 E. La Jolla Street	Administration	101-40400-9100 Project 26-505	$101,073	Expense

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

PASSED, ADOPTED AND APPROVED THIS 2nd DAY OF SEPTEMBER 2025.

_____
Kevin Kirwin, 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 2nd day of September 2025 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

CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR

ABATEMENT, DEMOLITION OF CITY OWNED STRUCTURE LOCATED AT 2999 E. LA JOLLA STREET PLACENTIA CA 92870

THIS AGREEMENT (herein "Agreement"), is made and entered into this 2nd day of September, 2025 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and INTERIOR DEMOLITION, INC. (herein "Contractor"). The parties hereto agree as follows:

W I T N E S S E T H :

A. WHEREAS, City requires Abatement, Demolition and Removal of City Owned Structure Located at 2999 E. La Jolla Street, Placentia, CA 92870 as set forth more fully in this Agreement.

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

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

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

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

1.0 DEFINITIONS

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

(a) Contractor. Contractor shall mean Interior Demolition, Inc. a (California corporation, partnership, individual) located at 23508 Pine Street, Newhall, Street Ca 91321.

(b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman, Placentia, California 92870.

(c) City Council. City Council shall mean the City Council of the City of Placentia.

(d) Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.

(e) Services. Services shall mean the services to be performed by the Contractor pursuant to this Agreement.

(f) Satisfactory. Satisfactory shall mean satisfactory to the City Administrator or his/her designee.

2.0 SERVICES OF CONTRACTOR

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

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

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

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

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

commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

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

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

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

1. Contractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of City. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to the City;

2. The City shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and

3. The City shall have the option to direct Contractor not to re-perform any task which was not performed to the reasonable satisfaction of the City Project Manager pursuant to application of (1) and (2) above. In the event the City directs Contractor not to re-perform a task, the City shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the City's right to reimbursement.

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

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

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

2.9 Additional Services. City shall have the right at any time during the performance

of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of twenty five percent (25%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any increases, taken either separately or cumulatively, that result in the Contract Sum exceeding $25,000 must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

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

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of One Hundred and One Thousand and Seventy-three Dollars ($101,073) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

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

of funds.

4.0 PERFORMANCE SCHEDULE

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

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

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

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than September 2, 2026, unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

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

George Molina Sr., President
Interior Demolition Inc.
23508 Pine Street
Newhall, CA 91321

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

5.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Administrator or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the

services and the Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

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

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

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

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

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

(a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section

25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.

(c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused form any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

6.0 INSURANCE, INDEMNIFICATION AND BONDS

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

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

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

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

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

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

Such endorsements shall be signed by an authorized representative of the insurance

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

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

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

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

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

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

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

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor’s (or its agents’, employees’, subcontractors’ or invitees’) negligent performance of or failure

to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.

(c) *In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.*

(d) *Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.*

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

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

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

6.5 Sufficiency of Insurer or Surety. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Senior

Management Analyst of City ("Senior Management Analyst") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 6 may be changed accordingly upon receipt of written notice from the Senior Management Analyst; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Senior Management Analyst to the City Council of City within ten (10) days of receipt of notice from the Senior Management Analyst.

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

7.0 RECORDS AND REPORTS

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

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

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

7.4 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to,

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

8.0 GENERAL PROVISIONS

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

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

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

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.3 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance

security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

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

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

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

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

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

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

To City: City of Placentia
401 E. Chapman Ave
Placentia, California 92870
Attn.: Jennifer Lampman, City Administrator

To Contractor:
Interior Demolition, Inc.
23508 Pine Street
Newhall, CA 91321
Attn: George Molina Sr., President

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

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

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

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

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

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

meaningless.

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

(a) Unauthorized Aliens. Contractor hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.

(b) E-Verify. If Contractor is not already enrolled in the U.S. Department of Homeland Security's E-Verify program, Contractor shall enroll in the E-Verify program within fifteen (15) days of the effective date of this Agreement to verify the employment authorization of employees assigned to perform work hereunder. Contractor shall verify employment authorization within three (3) days of hiring a new employee to perform work under this Agreement. Information pertaining to the E-Verify program can be found at http://www.uscis.gov, or access the registration page at https://e-verify.uscis.gov/enroll. Contractor shall certify its registration with E-Verify and provide City its registration number within sixteen days of the effective date of this Agreement. Failure to provide certification will result in withholding payment until full compliance is demonstrated.

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

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

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

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

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

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

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

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

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

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

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

The provisions of this paragraph shall supersede any other provision of the Agreement or

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF PLACENTIA,
A municipal corporation and Charter City

_____ Date: _____
Jennifer Lampman, City Administrator

ATTEST:

_____
Robert S. McKinnell, City Clerk

CONTRACTOR

_____ Date: 8/19/2025
Signature

Maria Molina - Secretary & Treasurer
Name and Title

95-4216657
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Rosanna Ramirez, Deputy City Administrator

APPROVED AS TO CONTENT:

_____ Date: _____
Jeannette Ortega, Project Manager

DEPARTMENTAL APPROVAL

_____ Date: _____
Christopher Tanio, Public Works Director

LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)

Bond No.: PB11510401690
Premium: $1,516.00

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, Interior Demolition, Inc., as Principal, has entered into a contract dated September 2nd, 2025, with the City of Placentia (Obligee) referred to and made a part hereof to perform the following work, to wit: Abatement, Demolition of City Owned Structure Located At 2999 E. La Jolla Street, Placentia, CA 92870 and all appurtenant work in accordance with PROJECT NO. ....., which requires Principal to file this bond to secure claims made in relation to the project.

NOW THEREFORE, we, Interior Demolition, Inc., as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized under the laws of Pennsylvania and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of Placentia, as Obligee, and all sub-contractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of One Hundred One Thousand Seventy Three and 00/100s ..... Dollars ($ 101,073.00), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

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

any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

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

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

IN WITNESS THEREOF, we have hereunto set our hands and seals this 18th day of August, 2025.

(Corporate Seal)

Interior Demolition, Inc.
Principal

By _____

SECRETARY & TREASURER
Title

(Corporate Seal)

Philadelphia Indemnity Insurance Company
~~Principal~~ Surety

By _____

Ryan Butterfas, Attorney-in-Fact
Title

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Orange)

On AUG 18 2025 before me, Adelaide C. Hunter, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Ryan Butterfas
Name(s) of Signer(s)

,

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

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

WITNESS my hand and official seal.

ADELAIDE C. HUNTER
Notary Public - California
Orange County
Commission # 2508152
My Comm. Expires Jan 23, 2029

Signature A. Hunter
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

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

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

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PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Linda D. Coats, Matthew J. Coats, Summer Reyes and Ryan Butterfas of Coats Surety Insurance Services, Inc** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Delaware County
My commission expires November 3, 2028
Commission number 1366394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Linwood, PA

My commission expires: November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 18th day of August, 2025.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CONTRACTOR'S DECLARATION REGARDING LICENSE STATUS

ABATEMENT, DEMOLITION OF CITY OWNED STRUCTURE LOCATED AT 2999 E. LA JOLLA STREET PLACENTIA CA 92870

Contractor's License No.: 603409 Class: C21, C12, ASB, B, C22, C61/D63, HAZ

a. Date first obtained: 09/25/1990 Expiration 09/30/2026

b. Has License ever been suspended or revoked?
NO

If yes, describe when and why:

c. Any current claims against License or Bond?
NO

If yes, describe claims:

Principals in Company (List all – attach additional sheets if necessary):

NAME	TITLE	LICENSE NO. (If Applicable)
George Molina Sr.	President	603409
Marco Molina	Vice President	603409
George Molina Jr	Vice President	603409
Maria Molina	Secretary & Treasurer	603409

TAX IDENTIFICATION NUMBER

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

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

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

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

Exempt: Yes___ No___ Telephone (818) 249-4932

CORPORATION: Interior Demolition, Inc.

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

IRS CODE #501 TAX-EXEMPT ORGANIZATION: 95-4216657

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____(Explain)

Signature/Title: Secretary & Treasurer Date: 8/19/2025

BOND NO. N/A

BIDDER'S BOND

ABATEMENT, DEMOLITION OF CITY OWNED STRUCTURE LOCATED AT 2999 E. LA JOLLA STREET PLACENTIA CA 92870

KNOW ALL MEN OR WOMEN BY THESE PRESENTS:

That we Interior Demolition, Inc., as PRINCIPAL,

Philadelphia Indemnity Insurance Company

hereinafter referred to as "Contractor", and
a duly authorized corporate as "Surety," are held and firmly bound unto the City of Placentia in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Contractor above named, submitted by said Contractor to the City of Placentia for the work for said project entitled above, for the payment of which sum in lawful money of the United States, well and truly to be made, to the City of Placentia to which said bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the amount of Ten percent (10%) of the total bid amount.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That whereas the Contractor has submitted the above-mentioned Bid to the City of Placentia as aforesaid for the work for said project entitled above.

NOW, THEREFORE, if the aforesaid Contractor is awarded the Contract and, within the time and manner required under the Contract documents, after the prescribed forms are presented to him or her for signature, enters into a written Agreement in the prescribed form and in accordance with the Contract documents, and files two bonds with the City of Placentia, one to guarantee faithful performance and the other to guarantee payment for labor and materials, in accordance with said Contract documents, and as required by law, and files the required insurance certificate(s) in accordance with said Contract documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect until execution of the Agreement or forfeiture pursuant to the Provisions of Sections 20172 and 20174 of the Public Contract Code.

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

(SIGNATURE PAGE FOLLOWS)

BIDDER'S BOND SIGNATURE PAGE

ABATEMENT, DEMOLITION OF CITY OWNED STRUCTURE LOCATED AT 2999 E. LA JOLLA STREET PLACENTIA CA 92870

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

this 14th day of July, 2025

BIDDER:	CORPORATE SURETY:
Contractor Name: Interior Demolition, Inc.	Company Name: Philadelphia Indemnity Insurance Company
Address: 23508 Pine St.	Address: 283 S. Lake Ave., Suite 160
Newhall, CA 91321	Pasadena, CA 91101
Telephone No.: (818) 249-4932	Telephone No.: (626) 639-1328
Print Name: MARIA MOLINA	Print Name: Ryan Butterfas
Title: Secretary / treasurer	Title: Attorney-in-Fact
Signature:	Signature:
Date: 07/16/25	Date: July 14, 2025

SIGNING INSTRUCTIONS TO THE CONTRACTOR

Bidder's Bond must be accompanied by notary certificates for EACH signature. Note the description of the document on the notary certificate. Attach BOTH notary certificates immediately following this page.

Corporate Seal may be affixed hereto.

The attorney-in-fact for corporate surety must be registered, as such, in at least one county in the State of California. Attach one original Power of Attorney immediately following the notary certificates.

If the Bidder fails to properly sign or omits the required signatures, the bid will be considered non-responsive and will be rejected.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Orange)

On JUL 14 2025 before me, Adelaide C. Hunter, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Ryan Butterfas
Name(s) of Signer(s)

,

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

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

WITNESS my hand and official seal.

ADELAIDE C. HUNTER
Notary Public - California
Orange County
Commission # 2508152
My Comm. Expires Jan 23, 2029

Signature A. Hunter
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

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

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

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PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Linda D. Coats, Matthew J. Coats, Summer Reyes and Ryan Butterfas of Coats Surety Insurance Services, Inc.** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public: Vanessa McKenzie

Commonwealth of Pennsylvania - Notary Seal
Vanesse Mckenzie, Notary Public
Delaware County
My commission expires November 3, 2028
Commission number 1366394
Member, Pennsylvania Association of Notaries

residing at: Linwood, PA

My commission expires: November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 14th day of July, 2025.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Bidders Bond Signature Page

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On July 16th, 2025 before me, Kerri Palitang, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

VRS5 KERRI PALITANG COMM. # 2426598 NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY My Comm. Expires Dec 5, 2026 VRS5

Signature _____ (Seal)

NON-COLLUSION AFFIDAVIT

ABATEMENT, DEMOLITION OF CITY OWNED STRUCTURE LOCATED AT 2999 E. LA JOLLA STREET PLACENTIA CA 92870

STATE OF CALIFORNIA)

COUNTY OF Los Angeles) SS

(NAME) MARIA MOLINA
Affiant being first duly sworn, deposes and says:

That ~~he~~ or ~~she~~ is SECRETARY & TREASURER of
(Sole owner, partner or other proper title)

INTERIOR DEMOLITION, INC the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associations, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid. (Public Contract Code Section 7106)

Address: 23508 Pine Street Newhall CA 91321

Telephone No.: 818-249-4932

Print Name: Maria Molina

Signature: [signature]

Title: Secretary & Treasurer Date: 7/16/2025

SIGNING INSTRUCTIONS TO THE CONTRACTOR

Non-Collusion Affidavit must be accompanied by notary certificates for signature. Note the description of the document on the notary certificate. Attach notary certificate immediately following this page.

(please see attached)

If the Bidder fails to properly sign or omits the required signature, the bid will be considered non-responsive and will be rejected.

Non-Collusion Affidavit

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

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 16th day of July, 2025, by Maria Molina,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

KERRI PALITANG
COMM. # 2426598
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Dec 5, 2026

(Seal)

Signature

EXHIBIT A

SCOPE OF SERVICES

BIDDER'S PROPOSAL

ABATEMENT, DEMOLITION AND REMOVAL OF CITY OWNED STRUCTURE LOCATED AT 2999 E. LA JOLLA STREET, PLACENTIA CA 92870

Company: Interior Demolition, Inc.

In accordance with the Notice Inviting Bids pertaining to the receiving of bids for the above titled project, the undersigned hereby proposes to furnish all work to be performed in accordance with the Specifications, and Contract Documents, for the lump sum set forth in the following schedule:

BID SCHEDULE

Item No.	Description	LS Total ($)
1	Abatement and Removal of all Hazardous Materials, including Asbestos, as Specified in the Attached Draft P5 Workplan	$ 29,864.00
2	Mobilization & Demobilization Including Construction Schedules (Not To Exceed 3% of Total Bid)	$ 2,500.00
3	Demolition of Entire Building and Concrete Foundation	$ 20,870.00
4	Removal of all debris (including concrete walkway)	$3,000.00
5	Site Clearing to Include Demolition and Removal of all existing Landscape and Irrigation (including 12 trees, shrubs, plants, groundcover, weeds, river rocks, etc.)	$12,400.00
6	Cut and Cap All Utilities serving the building	$ 2,288.00
7	Fine Grading	$ 6,000.00
8	Temporary and Permanent Erosion Control Measures Pursuant to Current Stormwater Best Management Practices	$ 2,951.00
	Alternative Bid	
9	If SCAQMD modifies the P5 Workplan to include abatement of Asbestos throughout the entire house, please include cost.	$ 6,000.00
10	Removal and Relocation of Files, Plans, and Cabinets, within NE Room, NW Room, W Center Room, SW Room, SE Room to a City Owned Facility within Placentia	$ 2,000.00
	GRAND TOTAL	$ 87,873.00

GRAND Total Bid: Eighty-Seven Thousand Eight Hundred Seventy-Three Dollars 00/100
(Words)*

GRAND Total Bid: $87,873.00
(Figures)*

***BID MAY BE REJECTED IF TOTAL IS NOT SHOWN FOR BOTH FIGURES AND WORDS.**

The undersigned agrees to enter into and execute a contract, with necessary bonds, at the unit prices set forth herein and in case of default in executing such contract, with necessary bonds, the check or bond accompanying this bid and the money payable thereon shall be forfeited thereby to and remain the property of the City of Placentia.

The above unit prices include all work appurtenant to the various items as outlined in the Contract Documents and all work or expense required for the satisfactory completion of said items. In case of discrepancies between unit prices and totals, the unit prices shall govern.

The undersigned declares that it has carefully examined the Specifications, and Contract Documents, and has investigated the site of the work and is familiar with the conditions thereon.

Interior Demolition, Inc.
Contractor

Date: July 10, 2025 By: Maria Molina Title: Secretary & Treasurer

Contractor's State License No.: 603409

Department of Industrial Relations (DIR) No.: 1000004790

Class: C21, C12, ASB, B, C22, C61/D63, HAZ

Address: 23508 Pine Street
Newhall CA 91321

Phone: 818-249-4932

FAX: 818-249-4937

EXHIBIT B

SCHEDULE OF PERFORMANCE

As described on Section 4.0 of this Agreement:

4.0 PERFORMANCE SCHEDULE

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

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

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

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than **September 2, 2026**, unless the parties mutually agree in writing to extend the term.

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

A. Workers Compensation & Employers Liability Insurance

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

B. General Liability Insurance

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

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

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

granting additional insured status;

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

C. Automobile Liability Insurance

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

D. Contractors Pollution Liability Insurance

- Minimum Limits: $1,000,000 per Pollution Incident; $1,000,000 Aggregate;
- Coverage shall apply to pollution incidents at or from any location at which Contractor is performing work under this agreement.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it shall be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.
- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Additional insured status shall continue for one (1) year after completion of the work.
- The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance

program maintained by them.

- If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- The insurance shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.
- Required Evidence of Coverage:
    1. Copy of the additional insured endorsement or policy language granting additional insured status;
    2. Copy of the endorsement or policy language indicating that coverage for the additional insureds is primary and non-contributory;
    3. Properly completed Certificate of Insurance.

E. Surety Bonds

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

F. Standards for Insurance Companies

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

G. Documentation

- The Certificate of Insurance shall include the following reference: Asbestos, PCB, Mold Abatement and Demolition and Removal of the City Owned Structure at 2999 E. La Jolla Street
- The name and address for Additional Insured endorsements and Certificates of Insurance is: City of Placentia
- Contractor shall provide immediate written notice if: (1) any of the required

insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

EXHIBIT D
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/19/2025

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
HUB International Insurance Services Inc.
PO Box 255387
Sacramento CA 95865

License#: 0757776

CONTACT NAME: Debbie Williams
PHONE (A/C, No, Ext): 916-480-4124 **FAX (A/C, No):** 916-993-7224
E-MAIL ADDRESS: debbie.williams@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nautilus Insurance Company	17370
INSURER B : Key Risk Insurance Company	10885
INSURER C : State Compensation Insurance Fund of California	35076
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Interior Demolition Inc
23508 Pine Street
Newhall CA 91321

INTEDEM-01

COVERAGES **CERTIFICATE NUMBER:** 1696857359 **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	X **COMMERCIAL GENERAL LIABILITY**	Y	Y	ECP2035025-14	6/4/2025	6/4/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X $5,000 Ded/Occur						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	**AUTOMOBILE LIABILITY**			BAP2035024-14	6/4/2025	6/4/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	**UMBRELLA LIAB** X OCCUR			FFX2035026-14	6/4/2025	6/4/2026	EACH OCCURRENCE	$ 5,000,000
	X **EXCESS LIAB** CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A	Y	1977624-24	9/27/2024	9/27/2025	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liability Contractors Pollution Liability			ECP2035025-14	6/4/2025	6/4/2026	Each Claim/Aggregate Each Occurrence/Agg.	$1,000,000 $1,000,000

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

RE: Asbestos, PCB, Mold Abatement and Demolition and Removal of the City Owned Structure at 2999 E. La Jolla St., Placentia, CA 92870

Additional Insured: The City of Placentia, a Municipal Corporation and Charter City where required by written contract. Policies provide for 30 Days Notice of Cancellation, except 10 Days for Non-payment of Premium.

Forms: 10217 0714, BENVCA06 0917, CA0444 1013, ECP1220 0121, ECP1246 0121, ECP1248 0121, ECP1259 0121

CERTIFICATE HOLDER

The City of Placentia, a Municipal Corporation and Charter City
401 E. Chapman
Placentia CA 92870

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS AUTOMATIC STATUS – ONGOING OPERATIONS – COVERAGE A, B, D.1 & D.4

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2035025-14	6/4/2025	6/4/2026	6/4/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. SECTION III – WHO IS AN INSURED is amended to include as an additional **insured**:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and

2. Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph **1.** above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability,** or personal injury or advertising injury under **SECTION I - COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by:

a. Your acts or omissions; or
b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional **insured** described in Paragraph **1.** or **2.** above.

However, the insurance afforded to such additional **insured** described above:

a. Only applies to the extent permitted by law; and
b. Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**, and
c. Will not extend beyond that which is provided to you in this policy.

A person's or organization's status as an additional **insured** under this endorsement ends when your operations for the person or organization described in Paragraph **1.** above are completed.

II. With respect to the insurance afforded to these additional **insureds**, the following additional exclusions apply:

This insurance does not apply to:

a. Bodily injury, **property damage** or **personal and advertising injury** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage**, or the offense which caused the **personal and advertising injury**, involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

b. 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

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(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.

III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

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

1. Required by the contract or agreement described in Paragraph **I.1.**; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION**:

1. Duties -- Additional Insured

An additional **insured** must see to it that:

a. We are notified in writing as soon as practicable of an **occurrence** or offense which may result in a **claim** or **suit;**
b. We receive written notice of a **claim** or **suit** as soon as practicable; and
c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

V. SECTION VII – CONDITION 10. – Other Insurance is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS AUTOMATIC STATUS – COMPLETED OPERATIONS – COVERAGE A, D.1 & D.4

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2035025-14	6/4/2025	6/4/2026	6/4/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. **SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured**:

1. Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and

2. Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph **1.** above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability,** directly caused by **your work** performed for the additional **insured** described in Paragraph **1.** or **2.** above, and included in the **products-completed operations hazard**.

However, the insurance afforded to such additional **insured** described above:

a. Only applies to the extent permitted by law; and
b. Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**; and
c. Will not extend beyond that which is provided to you in this policy.

II. With respect to the insurance afforded to these additional **insureds**, the following additional exclusions apply:

This insurance does not apply to:

a. **Bodily injury** or **property damage** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage** involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

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

1. Required by the contract or agreement described in Paragraph **I.1.**; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI –**

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REPORTING, DEFENSE, SETTLEMENT & COOPERATION:

1. Duties -- Additional Insured

An additional **insured** must see to it that:

a. We are notified in writing as soon as practicable of an **occurrence** which may result in a **claim** or **suit;**
b. We receive written notice of a **claim** or **suit** as soon as practicable; and
c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

V. SECTION VII – CONDITION 10. – Other Insurance is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION
(TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US)
AUTOMATIC STATUS – COVERAGE A & B

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2035025-14	6/4/2025	6/4/2026	6/4/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. The following is added to Paragraph **17. Subrogation** of **SECTION VII – CONDITIONS:**

We waive any right of recovery against any person(s) or organization(s) because of payments we make under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** under this policy.

Such waiver by us applies only if:

1. The **insured** has agreed in writing in a contract or agreement with such person(s) or organization(s) to waive its right of recovery; and
2. The **insured** has waived its right of recovery against such person(s) or organization(s) prior to loss.

This waiver does not apply in any jurisdiction where such waiver is held to be illegal or against public policy or in any situation where the person(s) or organization(s) against whom subrogation is to be waived is found to be solely negligent.

This endorsement does not apply to any person(s) or organization(s) designated in a **SCHEDULE** of person(s) or organization(s) against whom rights of recovery have been waived.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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STATE COMPENSATION INSURANCE FUND

HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

ENDORSEMENT AGREEMENT

WAIVER OF SUBROGATION
BLANKET BASIS

EFFECTIVE SEPTEMBER 27, 2024 AT 12.01 A.M.
AND EXPIRING SEPTEMBER 27, 2025 AT 12.01 A.M.

INTERIOR DEMOLITON INC
23508 PINE STREET
NEWHALL, CA 91321

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.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE 2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

EXHIBIT E

CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

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

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

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

Initial Review

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

Meet & Confer

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

Mediation

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

Miscellaneous Provisions

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

SECTION F

SPECIAL PROVISIONS

All the Work to be done under this contract shall be in accordance with these Special Provisions and the **"GREENBOOK" Standard Specifications for Public Works Construction**, latest edition, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of Associated General Contractors of California. Copies of the Standard Specifications are available from the publisher:

BNi Building News

990 Park Center Drive, Suite E
Vista, CA 92081
(800) 873-6397
www.watchbook.org

The "GREENBOOK" Standard Specifications set forth above, referred hereinafter as Standard Specifications, will control the general provisions, construction materials, and construction methods for this contract except as amended by the Plans, Special Provisions, or other contract documents.

The section numbers of these Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment, elaboration, or specifying options, are called out.

GENERAL PROVISIONS

SECTION 1
TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

1-2 DEFINITIONS

AGENCY - The City of PLACENTIA.
Board - The City Council of the City of PLACENTIA.
Caltrans - The State of California Department of Transportation.
County - The County of Orange.
Engineer - The City Engineer of the City of PLACENTIA or his authorized representative.

1-3 ABBREVIATIONS

SCE.....Southern California Edison

SECTION 2
SCOPE AND CONTROL OF WORK

2-1 AWARD AND EXECUTION OF CONTRACT

Within 10 working days after the date the AGENCY'S award of contract, the Contractor shall execute and return all contract documents required by the AGENCY. The AGENCY reserves the

right to terminate the award if the above requirement is not met. Such termination will result in the forfeiture of the Proposal Guarantee.

The Contract Agreement shall not be considered binding upon the AGENCY until executed by the authorized AGENCY officials.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the AGENCY, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

2-3 SUBCONTRACTS

2-3.1 General.

The seventh paragraph of Subsection 2-3.1 of the Standard Specifications is hereby deleted and replaced with the following:

> The Contractor shall perform or provide, with its own organization, contract labor, materials, and equipment amounting to at least 50 percent of the Contract Price. The contract labor performed or provided by the Contractor shall amount to at least 25 percent of the total contract labor for the Contract. Contract labor shall exclude superintendence. Any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount of contract labor, materials, and equipment required to be performed or provided by the Contractor with its own organization. Where an entire item is subcontracted, the value of contract labor, materials, and equipment subcontracted will be based on the Contract Unit or Lump-Sum Price. When a portion of an item is subcontracted, the value of contract labor, materials, and equipment subcontracted will be based on the estimated percentage of the Contract Unit or Lump-Sum Price, determined from information submitted by the Contractor, subject to approval by the Engineer.
>
> Prior to award of the contract, the otherwise qualifying low bidder shall submit a list of all subcontractors intended to perform work on the project. This list shall include the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half of 1 percent of the prime contractors total bid. The prime contractor shall provide a description by bid item number or otherwise fully designate the portion of work to be performed by each subcontractor.

2-4 CONTRACT BONDS

The Faithful Performance Bond shall remain in force until the date of recordation of the Notice of Completion. The Material and Labor Bond shall remain in force until 35 days after the date of recordation of the Notice of Completion.

In conformance with the State of California Government Code, Chapter 13, Section 4590, the Contractor may substitute securities for any monies withheld by the City to endurance under the contract.

At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the AGENCY, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor upon notification by AGENCY of Contractor's satisfactory completion of the contract.

The type of securities deposited and the method of release shall be approved by the AGENCY.

2-5 PLANS AND SPECIFICATIONS

2-5.1 General

Only written authorization from the AGENCY shall be binding over any deviation or change in the Plans and Specifications. Please refer to SECTION 3 - CHANGES IN WORK for further explanation. The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all Work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met. Reference in the Special Provisions to "GREENBOOK" shall mean the Standard Specifications for Public Works Construction, latest edition.

Reference in the Special Provisions to Standard Plans shall mean the **Standard Plans of the Orange County Public Works Department**, latest edition, and where applicable, the following:

> **Standard Plans for Public Works Construction**, published by the American Public Works Association, latest edition.
>
> **Standard Plans**, published by the State Department of Transportation, latest edition.

Applicable Standard Plans for this project are contained in Appendix I of these Special Provisions.

2-5.2 Agency Supplied Plans and Specifications

The City shall supply no more than 5 sets of plans and specifications for the Contractor's use. Additional copies are the responsibility of the Contractor. The Contractor may elect to reproduce existing sets, or purchase additional sets directly through the City's reprographics company.

2-5.4 Examination of Contract Documents

The bidder shall examine carefully the entire site of the work, including but not restricted to the conditions and encumbrances related thereto, the Plans and Specifications, and the proposal and contract forms therefore. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of the work to be performed, the quantities of material to be furnished and as to the requirements of the proposal, plans, specifications, and the contract.

2-11 INSPECTION

The Contractor shall give at least 24 hours advance notice when he or his subcontractor will start or resume the work.

The above notice is to be given during working hours, exclusive of Saturday, Sunday or AGENCY holidays for the purpose of permitting the Engineer to make necessary assignments of his representatives.

When Special Inspection is required, the Contractor shall notify the AGENCY and pay inspection fees 24 hours in advance. If the Contractor is directed by the AGENCY to work under this contract more than 8 hrs./day or more than 40 hrs./week, the Special Inspection fee requirements will be waived.

2-12 GENERAL

No separate payment will be made for compliance with the Specifications. All costs shall be included in the prices named in the Bid Schedule for various appurtenant items of work.

2-14 PLANS

There are no plans for this project, however, all work must be performed in accordance to the Scope of work depicted in the bid documents.

Any conflict or contradiction among the requirements on the drawings and specifications shall be brought to the attention of the City Engineer. The City Engineer shall have total discretionary power to establish the intent of the plans and his decision will be final in accordance with the General Provisions, Part I, of the Standard Specifications.

2-15 BUSINESS LICENSE

The Contractor shall obtain a City Business License and pay all costs involved with obtaining it.

2-16 LOSS OR DAMAGE

All loss or damage arising from any unforeseen obstruction or difficulties either natural or artificial, which may be encountered in the prosecution of the work or from any action of the elements prior to the final acceptance of the work, or from any act or omission not authorized by these Specifications on the part of the contractor, his agents, or persons employed by him, shall be sustained by the Contractor.

2-18 PRE-CONSTRUCTION CONFERENCE

The Contractor and City Engineer shall arrange for a pre-construction conference prior to commencement of any work to review the project in detail with representatives of the various agencies and utility companies involved. The conference shall be scheduled within 5 days after execution of the Contract.

Contractor shall provide the City with a detailed construction schedule and a phasing plan within 5 days prior to the commencement of any work. Construction Schedule, utility impacts, traffic impacts, driveway access impacts, safety, quality control and the overall project coordination requirements will be discussed at the pre-construction meeting.

2-19 BID ITEMS

Each respective bid item as shown on the proposal form shall comply with the respective section of Standard Specifications, its supplements, and any other publication as specified. If there is a conflict between these inclusions and the Standard Specifications, these inclusions shall have precedence.

2-20 RECORD DRAWINGS

Provide an As-built drawing with geometry and attribute tables showing the location, limits of work, coordinates, and pictures of all locations, where work has been completed. (City will provide reference data and background drawings)

Failure to comply with this requirement may result in the City not accepting the project as complete.

2-21 ORDER OF WORK

Order of work shall conform to the provisions in the Standard Specifications and these Special Provisions.

A Work Plan and Construction Schedule shall be prepared by the Contractor and submitted to the City Engineer for review and approval within 5 working days after the date of the Agency's execution of the Contract Agreement. See Section 6-1 in these specifications for further clarification.

2-22 MAINTAINING TRAFFIC

Attention is directed to Sections 7-10 "Public Convenience and Safety", 302-4.4/302-10.4 "Public Convenience and Traffic Control" and of the Standard Specifications and these Special Provisions. Nothing in these special provisions shall be construed as relieving the Contractor from the responsibilities specifies in the Standard Specifications.

The Contractor shall provide strict traffic control at all times using signs, barricades, delineation, warning lights and flashing arrow signs, as required.

The normal lane width to be maintained is 12 feet. Any deviation from this may require temporary pavement markings, or other traffic control devices as required by the City Traffic Engineer.

If, in the opinion of the Engineer, the precautions taken by the Contractor are not safe or adequate at any time during the life of the Contract, the Engineer may order the Contractor to take further precautions, and if the Contractor shall fail to do so, the Engineer may order the work done by others and charge the Contractor for the cost therefore, such cost to be deducted from any monies due or becoming due the Contractor. Failure of the Engineer to order such additional precautions, however, shall not relieve the Contractor from his full responsibility for public safety.

All existing stop signs, street name signs and regulatory signs shall be maintained in visible locations during construction and permanently relocated or removed as directed by the plans and the Engineer.

Signs that do not need to be maintained during construction or permanently relocated shall be delivered to the City Yard on the day they are removed.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon written request of the Contractor if, in the opinion of the Engineer, public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval.

In addition to compliance with Section 7-10, the Contractor shall:

a) Provide access to all businesses and residences at all time, unless approved otherwise by

the Engineer.

b) Provide any temporary delineation, as required.

c) Provide temporary traffic restriping at the conclusion of any working day for any centerline or lane line that is obliterated by construction for a distance longer than 200 feet.

d) Be responsible for notifying residents and businesses, in writing 7 days in advance of any work that involves limited access. Form of said notice shall be as approved by the Engineer and shall contain the date and time of the closure. In the event of delay, whether beyond the control of the Contractor or not, the Contractor shall notify all affected property owners as to the extent of the delay and his revised schedule. In the event of delay over 72 hours, the Contractor shall re-notify the property owners as described above. Contractor shall provide verification to the City Engineer that this has been accomplished.

e) Notify the trash pick-up company, Placentia Disposal, of the schedule of work and the limitation of access. (Contact City for Placentia Disposal address and phone number).

The Contractor shall maintain a 24-hour emergency service to remove, install, relocate, and maintain warning devices and shall furnish to the authority, names, and telephone numbers of three persons responsible for this emergency service. In the event these persons do not promptly respond when notified, or it becomes necessary to call other forces to accomplish emergency service, the Contractor will be held liable for any cost incurred.

All existing permanent traffic control signs, barricades and devices shall remain in effective operation unless a substitute operation is arranged for and approved by the Engineer.

Prior to the start of each work day, the Contractor shall perform all necessary work incidental to and commensurate with the proper signing, detouring, barricading, etc., heretofore and hereinafter specified that is required for that particular day's schedule of operations. No construction shall be permitted until such signing and detouring operations have been completed.

Payment for all of the preceding including any temporary A.C. and any special construction phasing and coordination efforts required to maintain property access and smooth utility relocations shall be included as part of the scope of work and incidental to the contract with no additional compensation allowed.

2-23 MOBILIZATION AND DEMOBILIZATION

Work under this item shall include the cost to secure bonds and insurances, movement of personnel, equipment, materials and incidentals to and from the project site, securing a temporary construction yard, construction of BMP's, maintaining the project in a safe, clean and orderly manner during construction and final cleanup of the work and staging sites.

Included in this item are any costs associated with construction activities required to conform to the general notes on the construction plans.

Payment for this item shall be made at the lump sum price indicated in the Bid Sheet and shall include full compensation for all labor and materials required. Progress payments shall be made upon the judgment of the Engineer as percent complete.

SECTION 3
CHANGES IN WORK

3-3 EXTRA WORK

3-3.2 Payment

3-3.2.3 Markup.

(a) Work by Contractor. The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1) Labor …….. .20
2) Materials ……..…15
3) Equipment Rental ……15
4) Other Items and Expenditures ……15

To the sum of the costs and markups provided for in the subsection, 1 percent shall be added as compensation for bonding.

(b) Work by Subcontractor. When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

3-6 NOTICE TO SURETIES

Section 3, Changes in Work, is amended by adding thereto the following new Subsection 3-6:

The Contractor shall notify his sureties and the carriers of the insurance furnished and maintained by him of any changes affecting the general scope of the work or change in the contract price, or time, or a combination thereof, and the amount of the applicable bonds and the coverage of the insurance shall be adjusted accordingly. The Contractor shall furnish proof of such adjustments to the owner.

SECTION 4
CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.1 General

The Contractor and all subcontractors, suppliers, and vendors, shall guarantee that the entire Work will meet all requirements of this contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the AGENCY, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one year after the date of recordation of the Notice of Completion. Within this one year period, the Contractor shall also restore to full compliance with requirements of this contract any portion of the Work which is found to not meet those requirements. The Contractor shall hold the AGENCY harmless from claims of any kind arising from damages due to said defects or noncompliance.

Security of this guarantee shall be in the form of a Maintenance Bond furnished to the AGENCY by the Contractor. There shall be specific wording in the Maintenance Bond that includes the guarantee or warranty of the labor and materials for a one year period, commencing from the

recording date of the Notice of Completion by the County Recorder. The guaranteed amount shall be for 100 percent of the total amount earned to date as indicated on the final progress payment. The AGENCY reserves the right to withhold the retention until the Maintenance Bond has been accepted by the AGENCY.

The Contractor shall make all repairs, replacements, and restorations covered by the Maintenance Bond within 10 working days after the date of the Engineer's written notice. Failure to comply with such notice, will cause the AGENCY to file claim against the bond.

Excepted from the Maintenance Bond will be defects caused by acts of God, acts of the AGENCY, acts of vandals, or by acts of others outside or beyond the control of the Contractor.

4-1.4 Test of Materials

Unless otherwise provided, all testing shall be performed in accordance with the Greenbook and paid for by the Contractor. AGENCY will have the right to conduct additional testing at agency's cost. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-1.5 Certification

A Certificate of Compliance shall be furnished prior to the use of any materials for which these specifications or the special provisions require that such a certificate be furnished. In addition, when so authorized in these specifications or in the special provisions, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

4-1.6 Trade Names or Equals

Approval of equipment and materials offered as equivalents to those specified must be obtained as set forth in the Instructions to Bidders.

SECTION 5
UTILITIES

5-1 LOCATION

It shall be the Contractor's responsibility alone to determine the location of underground utilities or substructures of every nature and to protect them from damage.

The Contractor shall pothole all utilities, including service connections, and which may affect or be affected by the Work.

Utilities shall conform to Green Book Section 302-5.8 and the following Special Provisions:

Contractor shall be responsible for any damage to existing utilities whether or not the utility is shown on the plans, and / or marked in the field.

PROTECTION

The contractor shall be responsible for protecting and supporting all existing utilities and maintaining the location of and access to all gate valves, utility vaults, and SCE power poles during construction. When damage to existing utilities is caused by the Contractor's operations, the Contractor shall, at his expense, repair or replace damaged facilities promptly, in accordance with Section 5 and 306 of Standard Specifications (Greenbook, 2012 edition) and the standards of each affected utility. Should the Contractor fail to perform the required repairs or replacements, the cost of performing such repairs or replacement by others shall be deducted from payments due to the contractor and no additional compensation will be allowed. Contractor is to make notification to City and utility agency.

5-4 RELOCATION

When not otherwise required by the plans and specifications and when directed by the Engineer, the Contractor shall arrange for the relocation of service connections, as necessary, within the limits of construction.

Any utility Pull Box or valve to be relocated by the Contractor, as indicated on the plans, shall be relocated in a workmanlike manner, and all such work shall be done only at such times which are acceptable to the utility owner. The Contractor shall schedule his relocation work in cooperation with the utility owner and shall be responsible for any costs resulting from the Contractor's failure to do the work at times which are acceptable to the utility owner. The Contractor shall notify utility owners of the following at least forty-eight (48) hours in advance of any work on any of their facilities.

5-5 DELAYS

All notification of utility companies shall be by the Contractor in advance of the needed work. Any costs for delay of the Contractor of utility companies in this regard shall be assigned to the Contractor, if these costs are a result of the Contractor's request being untimely in any respect, except for the utility company not responding at their agreed time.

SECTION 6
PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

The Contractor's proposed construction schedule shall be submitted to the Engineer within 5 working days after the date of the AGENCY'S execution of the Contract Agreement. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered. Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures. The Contractor shall submit progress reports to the Engineer by the tenth day of each month. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-7 TIME OF COMPLETION

6-7.1 General

The time for completion shall be as noted in the General Specifications.

6-7.2 Working Day

The Contractor's activities shall be confined to the hours between 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding holidays. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor.

6-9 LIQUIDATED DAMAGES

Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the Agency. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for the completion of Work, as adjusted in accordance with 6-6, the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of $500 per day.

Execution of the Contract shall constitute agreement by the Agency and the Contractor that $500 per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty and may be deducted from payments due the Contractor if such delay occurs.

SECTION 7
RESPONSIBILITIES OF THE CONTRACTOR

7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES

A noise level limit of 95 dbl. at a distance of 50 ft. shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

7-2 LABOR

7-2.2 Laws

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all AGENCY, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

The Contractor and any of its subcontractors shall comply with all federal, state, and local laws, ordinances, codes, and regulations and orders of public authorities in the performance of this Contract.

The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

7-3 LIABILITY INSURANCE

Prior to commencing any work, all contractors, vendors and service providers shall procure and maintain, at their own cost and expense for the duration of their contract with the City, appropriate insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services. **Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to City.**

Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverage required and an additional insured endorsement to the required general liability policy, shall be delivered to City at or prior to the execution of the contract. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under the contract and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by the contractor, vendor or service provider or deducted from sums due the contractor, vendor or service provider, at City's option.

7-5 PERMITS

Prior to the start of any work, the Contractor shall take out the applicable AGENCY permits and make arrangements for AGENCY inspections. The AGENCY will issue the permits at no charge to the Contractor. The Contractor and all subcontractors shall each obtain an AGENCY business license, and shall be licensed in accordance with State Business and Professions Code. The Contractor, at no additional cost to the AGENCY, shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity.

The Contractor shall comply with the State Water Resources Control Board (SWRCB) Order No. 2009-0009-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002. The Contractor shall prepare and submit a Notice of Intent (NOI) and a Notice of Termination, (NOT) to the City of Placentia in accordance with the General Permit Requirements and Conditions.

The Santa Ana and San Diego Regional Water Quality Control Boards (RWQCB) have issued permits which govern stormwater and non-stormwater discharges resulting from areas owned and operated by the County of Orange, Orange County Flood Control District and incorporated cities of Orange County (collectively referred to as Permittees). The RWQCB Permits are National Pollutant Discharge Elimination System (NPDES) Permits No. R8-2009-0030 and R9-2009-0002, respectively. Copies of the RWQCB Permits are available for review.

A copy of the Fact Sheet for this Water Quality Order and General Permit Waste Discharge requirements can be viewed at www.swrcb.ca.gov /stormwtr/construction.html.

In order to comply with the Permit requirements, the Permittees have developed a Drainage Area Management Plan (DAMP) which contains Model Maintenance Procedures with Best Management Practices (BMPs) that parties conducting the municipal activities must adhere to. These Model Maintenance Procedures apply to any party conducting municipal activities and contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, stormwater runoff, and receiving water quality.

Work performed under this CONTRACT shall conform to the Permit requirements, the DAMP, and the Model Maintenance Procedures and must be performed as described within all applicable Model Maintenance Procedures. The CONTRACTOR shall fully understand the Model Maintenance Procedures applicable to activities that are being conducted under this CONTRACT

prior to conducting them and maintain copies of the Model Maintenance Procedures throughout the CONTRACT duration.

Evaluation of activities subject to DAMP requirements performed under this CONTRACT will be conducted to verify compliance with DAMP requirements and may be required through CONTRACTOR self-evaluation as determined by the city.

The Contractor shall be responsible for the submission of required filing information to the City of Placentia at least 20 working days prior to the start of any de-watering activities that are covered under the Permit. The Contractor shall be responsible for the implementation of all field activities associated with Permit compliance, including the implementation of all BMPS and the monitoring and sampling requirements. The sampling results shall be presented to the City of Placentia for reporting to the Water Board. Payment for Construction BMPs shall be per contract bid unit price. Such price shall constitute full compensation for all work for construction activity compliance.

7-8 PROJECT SITE MAINTENANCE

7-8.1 Cleanup and Dust Control

City of Placentia Municipal Code Section 8.04.200 specifies that the collection of refuse and recyclable waste material shall be performed exclusively by the City Refuse Collection Agent. The City of Placentia has granted exclusive franchise for solid waste removal to a private company and they are the only refuse hauling company authorized to provide trash bins, drop-off boxes, and roll-off containers for construction and demolition disposal in Placentia.

The construction companies that generate construction and demolition waste and have their own manpower and equipment to safely convey it to a permitted and approved landfill or recycling site and all hazardous waste are excluded from this provision. Any such companies providing their own manpower and equipment for construction and demolition waste removal must clearly mark the equipment used in Placentia with their company name and telephone number.

Unless directed otherwise by the Engineer, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day to keep paved areas acceptably clean wherever construction, including restoration, is incomplete.

7-8.4 Sanitation

Secondary containment shall be provided with portable toilets.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Contractor shall relocate, repair, replace or reestablish all existing improvements within the project limits which are not designated for removal (e.g., curbs, gutters, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, and structures) which are damaged or removed as a result of his operations.

Where existing traffic striping, pavement markings and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

All cost to the Contractor for protecting, removing, restoring, repairing, replacing, or reestablishing existing improvements shall be included in the bid in other items of work unless otherwise specified.

7-10 PUBLIC CONVENIENCE AND SAFETY

7-10.1 Traffic and Access

All traffic control shall be in accordance with the latest edition of the following documentation: **California Manual on Uniform Traffic Control Devices (CA MUTCD); American Public Works Association Southern California Chapter – Work Area Traffic Control Handbook**.

The Contractor shall provide, to the Engineer, a telephone number at which the Contractor's representatives can be reached, at any hour, should an emergency occur requiring replacement or relocation of the required traffic control devices.

Prior to the start of construction, the Contractor shall inform the AGENCY's Police and Fire departments of the project location, approximate starting date, completion date, and the name and telephone number of contractor representatives who may be contacted at any hour in the event of an emergency.

POLICE DEPARTMENT: *Watch Commander @ (714) 993-8151*
FIRE DEPARTMENT: *Battalion Chief/Development @ (714) 996-2670*

The Contractor shall adhere to applicable sections of California Administrative Code, Title 8, concerning electrical and construction safety standards and practices.

Contractor shall require that an approved safety vest be worn by all personnel who are working at this project site. Any worker without a vest may be ordered off the job by the Inspector until such apparel is acquired. Questions as to approved vests shall be directed to the Engineer.

The Contractor shall provide and maintain all signs, barricades, flashers, delineators and other necessary facilities for the protection of the motoring public within the limits of the construction area. He shall also post proper signs to notify the public regarding detours and conditions of the roadway, all in accordance with the provisions of the current State of California Department of Transportation "Manual of Uniform Traffic Control Devices (MUTCD)", State of California Department of Transportation Standard Plans and the current Work Area Traffic Control Handbook (WATCH).

The Contractor shall furnish such flagmen and equipment as are necessary to give adequate warning to traffic or to the public of any dangerous conditions in accordance with the current Department of Transportation "Instructions to Flagmen".

All existing traffic signs and street signs shall be maintained in visible locations during construction. Signs designated for removal shall be salvaged and delivered to the AGENCY Yard or disposed of as directed by the AGENCY.

7-10.2 Warning Signs

Adequate warning signs for motorists shall be placed and maintained throughout all applicable phases of the work including but not limited to speed limit reduction, loose gravel, fresh oil, and open trench. Signs shall be 36" X 36" in size; shall be on site ready for placement prior to start of the applicable phase of work and shall be placed in advance on all streets approaching the work zone.

7-10.3 Street Closures, Detours, Barricades

Street closures will not be allowed except as specifically permitted by the Engineer.

Construction Traffic Control Plans shall be prepared by the Contractor in accordance with the following traffic handling requirements.

Working hours shall be 8:00 AM to 5:00 PM.

Unplated trenches left open during nonworking hours shall be protected by K rail.

Access to driveways shall be maintained at all times except for an eight-hour period when work is occurring in the immediate vicinity of the driveway. Driveways shall be accessible during nonworking hours.

The Contractor shall submit the Traffic Control Plans to the Engineer for review at least ten (5) working days before approved plans will be required for commencing the work.

Approval of the plans by the Engineer shall not relieve the Contractor from the responsibility for errors or omissions in the plans or from deviations from the Contract Documents. The Contractor shall be responsible for the correctness of the plans and for the results obtained by the use of such plans.

Full compensation for preparing Construction Traffic Control Plans and executing Traffic Control activity shall be included in the lump sum bid price for items 1, 2 and 3 and no additional compensation will be allowed therefore.

7-10.5 Protection of the Public

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as may be necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the AGENCY for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the AGENCY does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

7-12 ADVERTISING

The names, addresses of the Contractor or Subcontractor shall be displayed on the project construction sign. The placement of the sign will be determined by City Staff at the pre-

construction meeting, and shall be placed at this location prior to the start of work.

Full compensation for the Project Construction Sign and placement thereof shall be included in the contract price for mobilization, and no other compensation will be allowed therefore.

Doorknob notification of residents and business owners directly affected by construction and the posting of "No Parking" notification signs shall occur a minimum of 48 hours prior to construction.

SECTION 8
FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL

No field offices for AGENCY personnel will be required, however, the AGENCY personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor, at any time during the operation of the Work.

SECTION 9
MEASUREMENT AND PAYMENT

9-3 PAYMENT

9-3.1 General

At the expiration of 35 days from the filing and recording of the Notice of Completion of the Work, the amount deducted from the final estimate and retained by the AGENCY will be paid to the Contractor except such amounts as required to be withheld by properly executed and filed to stop payment, or as may be authorized by the contract.

9-3.2 Partial & Final Payment

The closure date for the purpose of making partial progress payments will be the last day of each month. The Contractor may request, in writing, that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the AGENCY'S payment procedure.

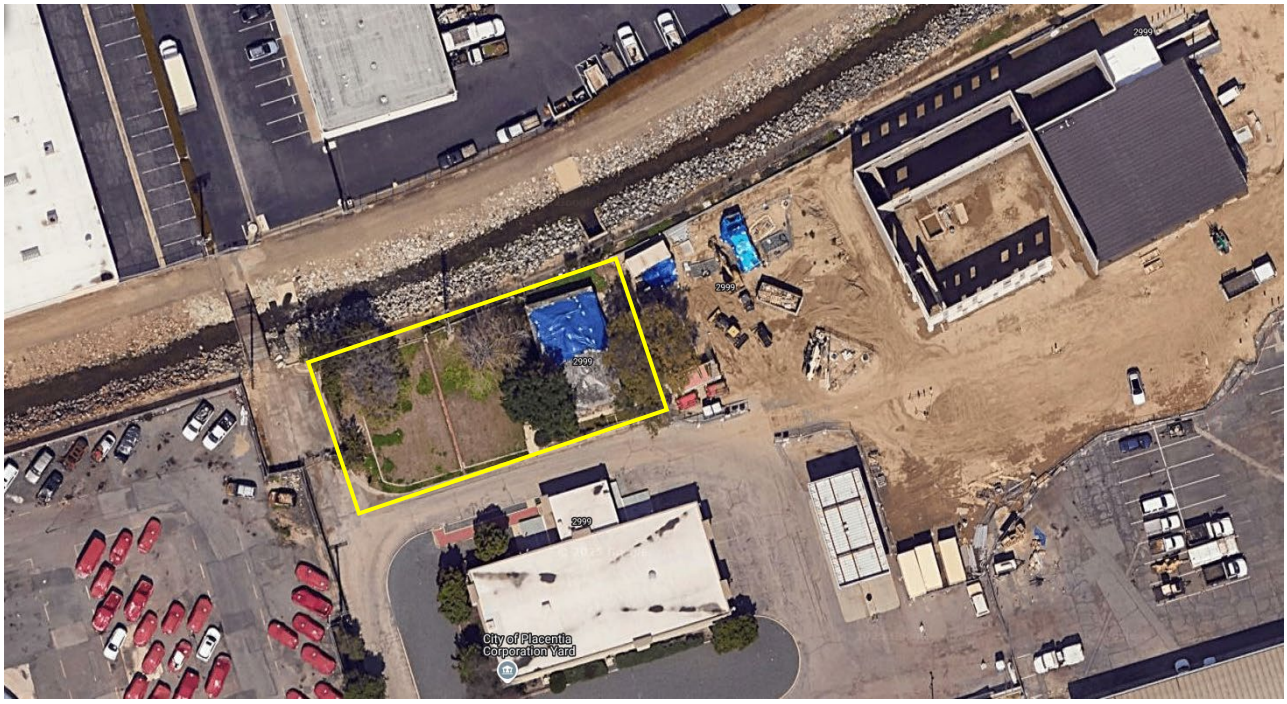
Each month, the Contractor shall meet with the Engineer, a minimum of three working days prior to the submittal of the progress payment to the AGENCY, to finalize and receive approval regarding the measurement of the Work performed through the closure date and the estimated value of the progress payment based on the contract Unit Prices or as provided for in Section 9-2. Any progress payment submitted without such approval will be considered incomplete and returned to the Contractor and no payment shall be considered until such approval is obtained.

Payments will be withheld pending receipt of any outstanding reports required by the contract documents. In addition, the final progress payment will not be released until the Contractor returns the control set of specifications and plans indicating the as-built conditions.

At the request and expense of the Contractor, who shall retain beneficial ownership and receive interest, if any thereon, the AGENCY shall permit the substitution and deposit therewith of securities equivalent to the amount of any monies withheld by the AGENCY.

SECTION G

LOCATION OF CITY OWNED STRUCTURE AT
2999 E. LA JOLLA STREET, PLACENTIA, CA 92870





Agenda Item No: 1.f

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 2, 2025
Submitted by: Samantha Byfield
From: Public Works

Subject:
Purchase of Recovered Organic Waste Product from Synagro West, LLC, for Calendar Years 2025 and 2026 to Meet SB 1383 Procurement Requirements

Financial Impact:
Fiscal Impact:
Expense: $70,769.06
Budget: $75,257.00 CalRecycle Grant Funds (203-80000-DNU-6299)

Summary:
Senate Bill 1383 Short-Lived Climate Pollutant Reduction Strategy (SB 1383) requires jurisdictions to meet procurement targets based on their population. Placentia's procurement target is 4,094 tons of recovered organic waste product (ROWP) each calendar year. The City satisfies this requirement primarily through the purchase and distribution of compost from Synagro West, LLC (Synagro) using CalRecycle grant funds. In order to spend the grant funds timely and to satisfy the procurement target for calendar years 2025 and 2026, Staff recommends that the City Council approve the purchase of compost from Synagro in the total amount of $70,769.06.

Recommendation:
Recommended Action: It is recommended that the City Council take the following actions:

1. Approve a purchase order with Synagro West, LLC, for Fiscal Year 2025-26 in the amount of $70,769.06; and
2. Authorize the City Administrator and/or her designee to execute all necessary documents, in a form approved by the City Attorney.

Strategic Plan Statement:
There is no specific strategic planning goal or objective associated with this agenda item.

Discussion:
Senate Bill 1383 Short-Lived Climate Pollutant Reduction Strategy (SB 1383) requires jurisdictions to meet procurement targets based on their population. Specifically, SB 1383 requires local agencies to procure .08 tons of ROWP material per resident, per year based on the population. Population counts are adjusted every five years as determined by the California Department of Finance. SB 1383 allows for the procurement of ROWP through direct use or the purchase of credits for the use of compost or mulch; renewable natural gas

(RNG) for transportation, heating, or electricity; or electricity created from biomass conversion. Jurisdictions may also purchase ROWP for direct use or giveaway. The City's procurement target is 4,094 tons ROWP per calendar year. ROWP comes in various forms which include renewable gas in the form of transportation fuel, electricity and heat from renewable gas, electricity from biomass conversion, compost, and mulch.

Staff has explored several options to meet the City's procurement requirement. One option to meet the requirement is through the purchase of RNG which must come from a facility in California processing waste only from within the state. This is not currently a feasible option to meet the City's procurement target as RNG is not yet commercially available for purchase. Should RNG become commercially available, a provision of the current lease with the tenant of the City's CNG station requires the purchase of enough RNG to satisfy the City's procurement target each year.

Another avenue explored is obtaining ROWP from Orange County Waste and Recycling (OCWR). As part of the Orange County cities' waste agreement with OCWR, the City and Placentia residents are able to obtain compost at no cost. The County has provided 1.2 tons of compost for City events and upon request from residents in 2024. Additionally, Republic Services hosts an annual compost giveaway event where approximately 20 tons of compost is provided to the public. This leaves the City significantly short of the procurement target.

To meet the City's procurement target, Staff recommends the purchase of 2,375 tons of compost from Synagro. CalRecycle determines ROWP materials differently based on CalRecycle conversion factors. See Attachment 1. Based on CalRecycle's conversion factor for compost along with our procurement target, the purchase of 2,375 tons of compost material will meet the City's procurement target. Synagro distributes the compost to agricultural businesses and provides the City with related documentation. The cost for the purchase in calendar year 2025 is $34,867.97. The cost increases to $35,901.09 in calendar year 2026. The City was previously awarded SB 1383 Implementation Grant funds from CalRecycle which will be used to complete the purchases in 2025 and early 2026 to meet the grant expenditures timeline.

Pursuant to the City's purchasing policy, the City can piggyback off existing competitively bid contracts. The City received a proposal from Synagro which piggybacks off the contract from the City of Garden Grove which put out a formal request for proposals on PlanetBids on May 24, 2024. The proposal includes pricing for three years in line with the Garden Grove agreement. The City is not required to purchase for the full three years to receive the benefit of the piggyback pricing. The recommended actions authorize the City Administrator to approve a purchase order with Synagro for the purchase of ROWP materials for calendar years 2025 and 2026.

Fiscal Impact Summary:
The total cost for the purchase ROWP to satisfy the procurement target for calendar years 2025 and 2026 is $70,769.06. Funding for both calendar years is included in the Fiscal Year 2025-26 Operating Budget using CalRecycle Grant funds. Funding for future calendar years will be requested in future fiscal year budgets. While the proposal includes pricing for three years, the City is not committed to purchasing for all three years to secure the piggyback pricing. The City will have the option to purchase from Synagro at the stated rate for calendar year 2027 should it choose to.

Attachments
Attachment 1 - CalRecycle Procurement Target Tool.pdf
Attachment 2 - Synagro Proposal.pdf
Attachment 3 - Garden Grove Agreement

California Department of Resources Recycling and Recovery
SB 1383 Procurement of Recovered Organic Waste Products Calculator Tool

PROCUREMENT TARGET & PLANNING

STEP 1: Jurisdiction Name and Reporting Year

Jurisdiction Name (City, County, or City and County):	Reporting Year:

STEP 2: Annual Procurement Target

The jurisdiction population equals the number of residents in a jurisdiction, using the most recent annual data reported by the California Department of Finance.
Click here for the jurisdiction population estimates from the California Department of Finance.

Description	Data	Unit
Jurisdiction Population:	51,173.00	Residents
Per Capita Procurement Target:	0.08	Tons of organic waste per California resident per year
Procurement Target:	4,093.84	Tons of organic waste
Percent of Procurement Target needed to be compliant	100%	Percentage of revision due to AB 1985 (PRC Section 42652.5) See Read Me tab, row 28 for more information.
Revised Procurement Target:	**4,093.84**	Tons of organic waste per California resident per year

PRODUCTS

The conversion factors below, from 14 CCR Section 18993.1(g) of the regulations, convert the procurement target into quantities of recovered organic waste products.

Conversion Factors
1 Ton of Organic Waste in a Procurement Target Shall Constitute:

Recovered Organic Waste Product	Quantity	Unit
Renewable Gas in the form of Transportation Fuel	21	DGE
Electricity from Renewable Gas	242	kWh
Heat from Renewable Gas	22	therms
Electricity from Biomass Conversion	650	kWh
Compost	0.58	tons
Compost	1.45	cubic yards
Mulch	1	ton

435 Williams Court, Suite 100
Baltimore, MD 21220
www.synagro.com

March 6, 2025

Ms. Cheryl Miller
Environmental Services Coordinator - Public Works
City of Placentia
401 E. Chapman Ave.
Placentia CA 92870

Re: SYNAGRO SB1383 PROPOSAL
"Provide Compliant Compost Distribution Services for the City of Placentia"

Synagro West, LLC (Synagro) is pleased to respond to the City of Placentia (City) Request for Proposals for SB 1383 Compost Procurement and Distribution Services.

Synagro's mission and core business purpose is focused on the management of municipal organics and residuals, including facilities project development, operations, and compost product beneficial use recycling and marketing. This focus has resulted in Synagro being North America's leading provider of high-quality, cost-effective organics and residuals management for beneficial use services. We have been successfully meeting the organics and residuals management needs of hundreds of generators for more than 40 years. Synagro's experience in all areas is unparalleled and diversified.

Synagro's Composting Benefits

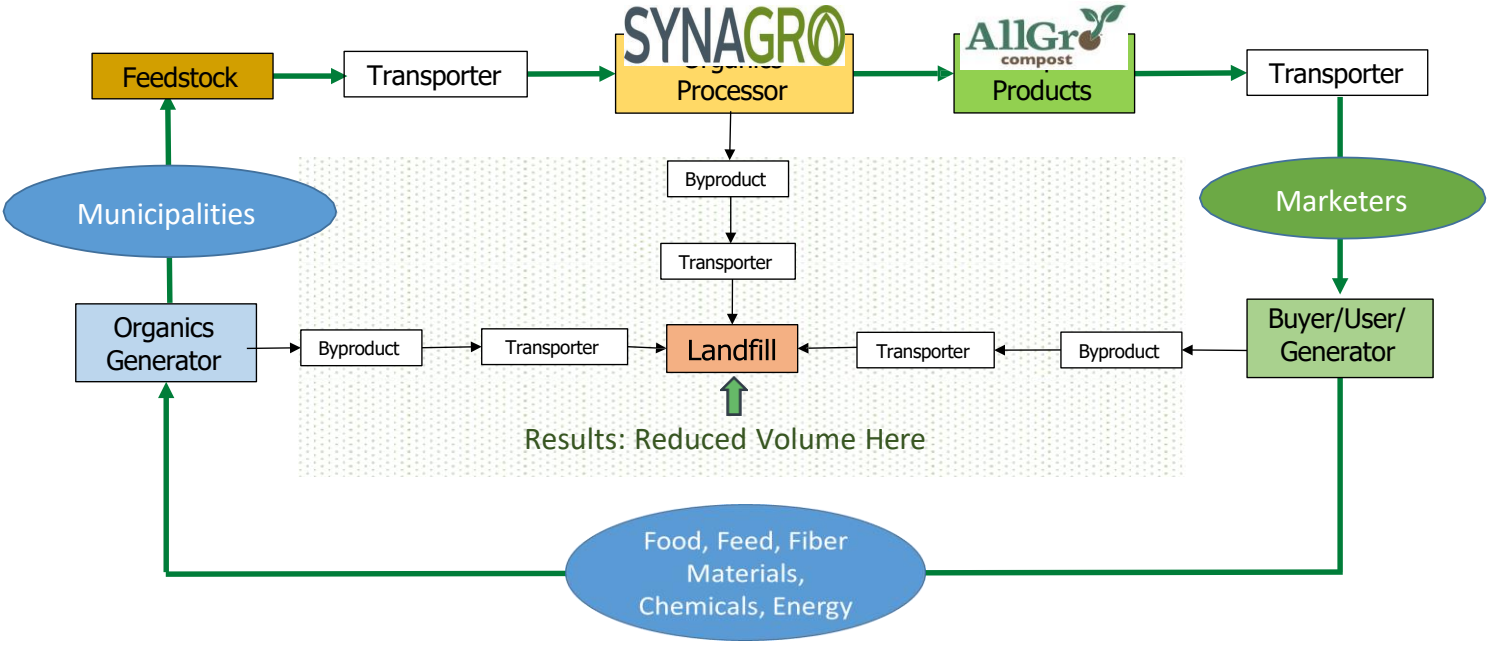
The use of AllGro™ compost generated from local organics provides the public with an opportunity to see the benefit of recycling materials, while also helping replenish nutrients and carbon for healthy soils on city and county properties.

Synagro – one of the largest private composters in the United States and in California – participates with municipalities to establish programs and stands ready with multiple distribution options for AllGro compost enabling cities and counties to be compliant with SB 1383 procurement requirements. This is accomplished through the use of our Class A Exceptional Quality compost in a variety of applications, such as regenerative agriculture, community gardening, healthy soil projects, landscaping in city parks, golf courses, on center divides of roads and highways, public giveaways, and in community or school gardens.

Additionally, compost can be used in civil engineering applications like erosion control along roadways and streets. AllGro compost also provides many direct and indirect benefits when used as a component of systems and treatments designed for:

- Carbon Sequestration
- Water Retention in Soil
- Fire Remediation and Land Reclamation
- Storm Water Management and Wetlands Restorations.

US Composting Council® Proud Member



AllGro Compost Characteristics

A good way to describe AllGro compost is to state what it is not. It is not manure or residuals or food waste or other organic substrates, either fresh or aged. It is not mulch such as wood chips, shredded green and wood waste.

While a quality compost contains these elements, they must be combined in the proper ratios and undergo a controlled natural biological process of decomposition converting all the inputs into basic elements during a approved and certified composting process and technologies used by Synagro to produce a high-quality Grade A tested and certifiable regenerative complexed nutritive compost.

Synagro combines the following with extensive end-product marketing experience:

Recycling Waste Diversion

Processing of organic waste and residuals into sustainable and renewable feedstocks for fertilizer products to divert organics waste from landfills and sequester carbon in the soils.

Innovation, Technology & Manufacturing

Use natural biological processes with the integration of technologies and science to convert organic waste streams into renewable energy and low carbon fuels for private customers and public utilities.

Regenerative Agriculture, Landscape

Transform organic waste streams into renewable non- chemical fertilizers, water saving and erosion control products, which support improving soil health holistically while sequestering carbon.

AllGro COMPOST

US Composting Council Seal of Testing Assurance

100% Recycled Organics

SB 1383 Compliant, Synagro AllGro compost will meet the following:

Synagro will supply SB1383 compliant and certified AllGro Compost produced at our California fully permitted South Kern ASP Compost Facility located at 2653 Santiago Road, Taft CA 93268, in reference to any applicable limitations of Public Contract Code Section 22150 or in support of Title 14, section 18993. South Kern (SKIC), SWIS Facility Number 15-AA-0381.

Synagro As Contractor:

Synagro will supply AllGro certified compost with established California Kern County based agricultural businesses or direct with growers based on their healthy soil requirements in accordance with seasonal and cropping cycle needs. Synagro business in addition to composting is to manage distribution of compost and will provide related confirmations, shipment details and weights from Synagro Certified Scales for Cal Recycle SB1383 compliance reporting of the City's tonnage of compliant recovered organics waste compost as supplied for the benefit of the City of Placentia.

Synagro will manage all aspects for the local compost distribution including transportation of 2,375 tons of SB 1383 compliant compost to the central valley agricultural businesses or direct with growers for calendar year 2025 at $13.50 per ton for the Cities consideration we are including calendar years 2026 and 2027 with an estimated compost tonnage of 2,375 and pricing for each calendar year. Pricing for all three years is included in the table below.

We appreciate the opportunity to submit our SB1383 compliance proposal and qualifications for supplying recovered organic waste organic based compost and soil amendments for this project. Should you have any questions about our submittal or product, please feel free to contact me at 323-843-7265 or via email at robertford@synagro.com. We look forward to hearing from you soon to help meet your recycling objectives.

Sincerely,

Robert Ford

Robert Ford
Business Development Manager

AllGro Compost Proposal Pricing for SB1383 Beneficial Use Distribution

DATE	APPROX. TONS	PRICE PER TON OF COMPOST	EXTENDED PRICE	SALES TAX (8.75%)	TOTAL ANNUAL COST
Current-December 31, 2025	2,375	$13.50	$32,062.50	$2,805.47	$34,867.97
January 1, 2026-December 31, 2026	2,375	$13.90	$33,012.50	$2,888.59	$35,901.09
January 1, 2027-December 31, 2027	2,375	$14.45	$34,318.75	$3,002.89	$37,321.64
				TOTAL COST FOR THREE YEARS	$108,090.70

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PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 24th day of September, 2024, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Synagro West, LLC,** herein after referred to as "CONTRACTOR"**.**

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED September 24, 2024**.**

2. CITY desires to utilize the services of CONTRACTOR to Provide SB 1383 Compost Procurement and Distribution Services for the City of Garden Grove per the Scope of Work in Attachment "A" and RFP S-1331.

3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination**. The initial term of the agreement shall be from full execution of the agreement through December 31, 2024, with the option to extend the contract for two additional calendar years through December 31, 2026. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with Proposal Pricing form (Attachment "B"). Contractor is required to present evidence to support performed work completion.

2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Scope of Work which is attached as Attachment "A", and the Contractor's proposal which is attached as Attachment "C", both attachments are incorporated herein by reference. The Scope of Work and this Agreement do not guarantee any specific amount of work.

3. **Compensation.** CONTRACTOR shall be compensated as follows:

   3.1 AMOUNT. Total Compensation for the initial term of the agreement shall not exceed (NTE) amount of $67,599.00, through December 31, 2024, payable in arrears and in accordance with the Proposal Pricing/Best and Final Offer, Attachment "B". All work shall be in accordance with RFP No. S-1331. The contract may be renewed at the option of the City for the following periods and amounts:

   - January 1, 2025-December 31, 2025, in the amount of $114,513.75
   - January 1, 2026-December 31, 2026, in the amount of $119,179.12.

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3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal Pricing (Attachment "B").

3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.

3.4 Termination. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

Section 4.0. INSURANCE REQUIREMENTS

4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the City.

4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.

4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

(a) Commercial general liability in an amount of $1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable);** Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

(b) Automobile liability in an amount of $1,000,000.00 combined single limit, and including auto pollution liability and MCS-90 endorsement. (**claims made and modified occurrence policies are not acceptable);** Insurance companies must be

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acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) and 4.3 (c) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

7. **Independent Contractor**. It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.

8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards,

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including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

a. (Contractor)
Synagro West, LLC
Attention: Emil Kneis, Sales Support Manager
435 Williams Court, Suite 100
Baltimore, Maryland 21220

b. (Address of CITY)
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

(with a copy to):
Garden Grove City Attorney
11222 Acacia Parkway
Garden Grove, CA 92840

10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.

12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.

13. **Time of Essence.** Time is of the essence in the performance of this Agreement.

14. **Liquidated Damages for Delay**. CONTRACTOR agrees to complete the project within 90 calendar days of award of the contract or obtaining all equipment listed in Attachment B that is needed to complete the project. The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified, the CITY will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to CITY the sum of two hundred and fifty

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dollars ($250.00) per day for each and every calendar day during which completion of the Project is so delayed. CONTRACTOR agrees to pay such liquidated damages and further agrees that CITY may offset the amount of liquidated damages from any moneys due or that may become due CONTRACTOR under the Contract.

15. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

16. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.

17. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

    This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

18. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

\ \ \ \

(Agreement Signature Block on Next Page)

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IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: 9/30/2024

"CITY"
CITY OF GARDEN GROVE

DocuSigned by:
By: _____
1349D114C1D242E...
City Manager

ATTESTED:

DocuSigned by:
Teresa Pomeroy
_____
C15E4FFF2C4A419...
City Clerk

Date: 9/30/2024

"CONTRACTOR"
Synagro West, LLC

DocuSigned by:
By: Emil Kneis
D15D1AD1BCD047F...

Name: Emil Kneis

Title: Manager, Sales Support

Date: 9/13/2024

Tax ID No. 76-0612566

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

Signed by:
Omar Sandoval
_____
8A61EE779B44411...
Garden Grove City Attorney

9/13/2024

DS
SS
9/26/2024

Initial
MY
9/30/2024

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ATTACHMENT "A"
SCOPE OF WORK
RFP S-1331
Provide SB 1383 Compost Procurement and Distribution Services for the City of Garden Grove

The City of Garden Grove is seeking proposals from experienced and qualified contractor(s) to assist in the procurement and distribution of compost per SB 1383 requirements.

- Per Senate Bill 1383, and as specified in California Code of Regulations, Title 14, section 18993, City of Garden Grove wishes to procure and provide 4,800 tons of SB 1383 Compliant Compost to agriculture.

- To be SB 1383 compliant, the compost must meet the following:

    - Compost, subject to any applicable limitations of Public Contract Code Section 22150, that is produced at:
        - A compostable material handling operation or facility permitted or authorized under Chapter 3.1 of this division; or
        - A large volume in-vessel digestion facility as defined and permitted under Chapter 3.2 of this division that composts on-site. [NOTE: Digestate, as defined in Section 18982(a)(16.5), is a distinct material from compost and is thus not a recovered organic waste product eligible for use in complying with this Article.]

Selected Contractor must:

- Provide written documentation that the compost meets the guidelines provided above and the facility name, physical location, SWIS Facility Number and contact information where the compost was procured from.

- Make arrangements with California based agricultural businesses to sign a direct service provider agreement (DSP) with the City and accept 4,800 tons of SB 1383 compliant compost as supplied by the City of Garden Grove. The DSP agreement must be executed before any compost can be delivered

- Make arrangements for the purchase and transportation of 4,800 tons of SB 1383 compliant compost to agricultural businesses for calendar year 2024. The City is also requesting pricing for calendar years 2025 and 2026 for an estimated compost tonnage of 7,800 for each calendar year. Pricing for all three years must be included in Attachment "B" Proposal Pricing. Partial proposals will not be accepted. *Calendar years 2025 and 2026 will be optional at the option of the City and available budget*. If there are any additional costs associated with the services, please include those costs along with an explanation of the additional costs

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- Deliver compliant compost to the end user.
- Provide written documentation to confirm the dates that the compost was delivered, amount delivered, where it was delivered to, and how it was used.

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RFP S-1335

"ATTACHMENT B"
PROPOSAL PRICING (BEST AND FINAL OFFER)

Provide SB 1383 Compost Procurement and Distribution Services for the City of Garden Grove

Please provide pricing for calendar years 2024, 2025 and 2026. The pricing must include the cost of the compost and the cost to make arrangements with agriculture, purchase, transport and provide documentation for SB 1383 compost as stated in Scope of Work. **Partial proposals will not be accepted for any reason.**

DATE	EST. TONS	PRICE PER TON OF COMPOST	EXTENDED PRICE	SALES TAX (8.75%)	TOTAL ANNUAL COST
Current-December 31, 2024	4,800	$ 12.95	$ 62,160.00	$ 5,439.00	$ 67,599.00
January 1, 2025-December 31, 2025	7,800	$ 13.50	$ 105,300.00	$ 9,213.75	$ 114,513.75
January 1, 2026-December 31, 2026	7,800	$ 14.05	$ 109,590.00	$ 9,589.12	$ 119,179.12
				TOTAL COST FOR THREE YEARS	**$** 301,291.87

COMPANY NAME: Synagro West, LLC

BY: _____ 8/2/2024

(Authorized Signature) **(Date)**

Emil Kneis

(Type or Print Name)

Sales Support Manager

(Title)

ekneis@synagro.com (410) 688-4438

(Email Address) **(Phone Number)**

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Proposal for RFP No. S-1331
Provide SB 1383 Compost Procurement and Distribution Services

to the

City of Garden Grove

GARDEN GROVE

Submitted on
July 1, 2024



Docusign Envelope ID: 4AA08BCA-8E46-494E-B2F2-7A8879073570

435 Williams Court, Suite 100
Baltimore, MD 21220
synagro.com

SYNAGRO

JULY 1, 2024

Ms. Sandra Segawa, C.P.M., CPPB, CPPO
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

Re: RFP No. S-1331, Provide SB 1383 Compost Procurement and Distribution Services

Dear Ms. Segawa:

Synagro-West LLC. (Synagro) is pleased to respond to the City of Garden Grove's Request for Proposals for SB 1383 Compost Procurement and Distribution Services.

Synagro's mission and core business purpose is focused on the management of municipal organics and residuals, including project development, operations, and compost product beneficial use recycling. This focus has resulted in Synagro being North America's leading provider of high-quality, cost-effective organics and residuals management for beneficial use services. We have been successfully meeting the organics and residuals management needs of hundreds of generators for more than 40 years. Synagro's experience in all areas is unparalleled and diversified.

We appreciate the opportunity to submit our proposal and qualifications for management of the City's SB 1383 compost distribution. Should you have any questions about our submittal or our approach to the project, please feel free to contact me at 323-843-7265 or via email at robertford@synagro.com. We look forward to hearing from you soon.

Sincerely,

Robert Ford

Robert Ford
Business Development Manager

RF:kw

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1. Proposal Letter/Certificate of Acceptance

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RFP No. S-1331

CITY OF GARDEN GROVE

PROPOSAL REQUIREMENTS

PROPOSAL LETTER/CERTIFICATE OF ACCEPTANCE

PROPOSER NAME/COMPANY NAME:

Synagro West, LLC

SANDRA SEGAWA, PURCHASING DIVISION MANAGER
CITY OF GARDEN GROVE
11222 ACACIA PARKWAY
GARDEN GROVE, CALIFORNIA 92840

In response to the request Provide SB 1383 Compost Procurement and Distribution Services for the City of Garden Grove, we the undersigned hereby declare that we have carefully read and examined the RFP documents including any plans and specifications, and hereby propose to perform and complete the Work as required in the Contract.

This Contract is not exclusive. The CITY expressly reserves the right to contract for performance of services such as those described herein through other Contractors.

The undersigned agrees to supply the Scope of Services & Specifications at the costs indicated in its cost proposal if its Proposal is accepted within 120 days from the date specified in the RFP for receipt of proposals.

The undersigned has reviewed the enclosed contract terms and conditions and agrees to accept all terms and conditions of the CITY's contract unless otherwise noted in the proposal response.

If recommended for Contract award, the undersigned agrees to execute a contract which will be prepared by the CITY for execution within 10 calendar days following Notification of Award. It is understood that the recommendation for contract award will not be placed on the agenda for consideration by the City Council until the CITY has received the executed contract. The CITY will fully execute the contract subject to resolution of Protest filings, if any, and approval by the City Council.

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The undersigned will also deliver the necessary original Certificates of Insurance to the CITY prior to the commencement of Scope of Work. If services are authorized to commence prior to the execution of the Contract pursuant to a Notice to Proceed issued by the CITY, pending the execution of the Contract, the services shall be subject to the terms and conditions of the Scope of Work and the Contract.

Incorporated herein and made a part of this Proposal are the Response Data and Proposal Forms required by the Proposal Requirements.

The undersigned acknowledges receipt, understanding, and full consideration of the following Addenda to the RFP Documents:

Addenda No. 1

Proposer represents that the following person is authorized to negotiate on its behalf with the CITY in connection with this RFP:

Robert Ford	Business Development Manager	(323) 843-7265
(Name)	(Title)	(Phone)

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the RFP Documents and is satisfied that they are accurate; that it has carefully checked all the words and figures and all statements made in the Proposal Requirements; that it has satisfied itself with respect to other matters pertaining to the proposal which in any way affect the Work or the cost thereof. The undersigned hereby agrees that the CITY will not be responsible for any errors or omissions in these RFP Documents.

BY: Emil Kneis
(Signature)

Emil Kneis
(Type or Print Name)

Sales Support Manager
(Title)

ekneis@synagro.com
(Email Address)

Proposer's Business Address
and Telephone/Fax Numbers:

435 Williams Court, Suite 100
Baltimore, MD 21220
323-843-7265 phone
410-779-3558 fax

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435 Williams Court, Suite 100
Baltimore, MD 21220
www.synagro.com

SYNAGRO

March 10, 2023

Delegation of Authority

Emil Kneis

I, **Robert Preston**, Director and President of Synagro Technologies, Inc. and all its affiliates and subsidiaries, hereby delegate to you, **Emil Kneis, Sales Support Manager**, authority to sign as an officer or as an authorized person binding bids, awarded contracts, contract renewals, contract extensions, bid bonds and performance bonds. Also, I delegate to you the authority to sign as an officer or as an authorized person any business-related applications and other agreements as necessary to provide uninterrupted service to current and new customers.

Such authority does not alter our internal approval processes. This delegation of authority is valid from the date of this letter until revoked by me.

Robert Preston
Director and President

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2. Bidder/Contractor Statement

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BIDDER/CONTRACTOR/CONSULTANT STATEMENT REGARDING INSURANCE COVERAGE
(Submit with IFB/RFP Package)

This signed document must be included with your bid/proposal package in order for your bid/proposal to be considered complete!

BIDDER/CONTRACTOR/CONSULTANT HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified in the attached Insurance Requirements Checklist.

Should we/I be awarded the contract, we/I certify that we/I can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agree to name the **City/Successor Agency/Sanitary District** and other additional insureds as per the agreement for the work specified and we/I will comply with the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, before commencing the performance of the work specified.

Synagro West, LLC

Please Print (Person, Firm, or Corporation)

Signature of Authorized Representative

Emil Kneis, Sales Support Manager

Please Print (Name & Title of Authorized Representative)

July 1, 2024	323-843-7265	robertford@synagro.com
Date	Phone Number	Email

Please note that the City of Garden Grove is now contracted with EBIX for insurance certificate management and review services. EBIX will collect the insurance requirements in the contract on behalf of the City. If you are awarded the contract, you will be contacted by EBIX regarding the insurance requirements listed in the sample contract. Please forward all insurance documents to EBIX directly per their instructions when contacted.

NOTE: All insurance certificates and endorsements must be received by or sent to EBIX within ten (10) City working days of the original request or the City reserves the right to proceed with the next lowest responsible bidder or the next highest scoring proposer in the process. Please do not send any insurance documents to the City but please use the following email address to send insurance documents to Ebix directly: ggcity@ebix.com.

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3. Statement of Compliance

Docusign Envelope ID: 4AA08BCA-8E46-494E-B2F2-7A8879073570

GARDEN GROVE

STATEMENT OF COMPLIANCE

The undersigned Proposer declares that the proposal submitted to Provide SB 1383 Compost Procurement and Distribution Services for the City of Garden Grove, as described in, and in response to City of Garden Grove RFP No. S-1331 was prepared in strict compliance with the instructions, conditions and terms listed in the RFP, Scope of Services and Draft Agreement, with exceptions listed below, if applicable. At least one box for each item must be checked.

RFP Instructions and Terms & Conditions (Check One)

☒ No Exceptions Taken ☐ Exceptions Taken

Scope of Services (Check One)

☒ No Exceptions Taken ☐ Exceptions Taken

Draft Agreement/Insurance Requirements (Check One)

☒ No Exceptions Taken ☐ Exceptions Taken

If any exceptions are taken, this Statement of Compliance shall include a narrative that identifies each item to which the Proposer is taking exception or is recommending change, including the suggested rewording of the contractual obligations or suggested change in RFP, and identifies the reasons for submitting the proposed exception or change. When available, please reference specific line item numbers as provided in the RFP. The City reserves the right to rule as non-responsive and reject any Proposals that are not accompanied with the required documentation as described above.

Signature

July 1, 2024
Date

Emil Kneis, Sales Support Manager
Printed Name and Title

Synagro West, LLC
Name of Proposer

(Attach a separate sheet(s) detailing each exception being taken, if applicable)

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4. Non-Collusion Statement

Docusign Envelope ID: 4AA08BCA-8E46-494E-B2F2-7A8879073570

NON-COLLUSION STATEMENT

REQUEST FOR PROPOSAL S-1331

It is understood and agreed that:

1. No proposal will be accepted unless authorized representatives of proposing organizations attend a pre-proposal conference at the stated time and location:

2. After the contract has been awarded, the designed Contractor shall attend a pre-job conference. The Contractor shall be informed of said time and location.

3. No verbal agreement or conversation with any officer, agent or employee of the City either before or after the execution of the agreement shall affect or modify any of the terms or obligations of this proposal.

4. The City will not be responsible for any errors or omissions on the part of the undersigned in making up his proposal, nor will proposers be released on account of errors.

5. The undersigned hereby certifies that this proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other proposer to put in a sham proposal or any other person, firm or corporation to refrain from proposing, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other proposer.

6. The Undersigned is licensed in accordance with the Laws of the State of California.

BY: _____ _323-843-7265_____

(Authorized Signature) (Telephone Number)

_Emil Kneis_____

(Type or Print Name)

_Sales Support Manager_____

(Title)

_robertford@synagro.com_____

(Email Address)

_Synagro West, LLC_____

(Company Name)

Docusign Envelope ID: 4AA08BCA-8E46-494E-B2F2-7A8879073570

5. Designation of Subcontractors

Docusign Envelope ID: 4AA08BCA-8E46-494E-B2F2-7A8879073570

RFP S-1331
SB 1383 COMPOST PROCUREMENT AND DISTRIBUTION FOR THE CITY OF GARDEN GROVE

DESIGNATION OF SUB-CONTRACTORS

1. Name of Subcontractor: GIC Transport, Inc.
   Address: 2055 McKee Road, Bakersfield, CA 93313 Phone No: 661-397-0605
   Individual, Partnership or Corporation: Corporation
   Work to be Performed: Transportation

2. Name of Subcontractor: _____
   Address: _____ Phone No: _____
   Individual, Partnership or Corporation: _____
   Work to be Performed: _____

3. Name of Subcontractor: _____
   Address: _____ Phone No: _____
   Individual, Partnership or Corporation: _____
   Work to be Performed: _____

4. Name of Subcontractor: _____
   Address: _____ Phone No: _____
   Individual, Partnership or Corporation: _____
   Work to be Performed: _____

☐ **BY CHECKING THIS BOX, I CERTIFY THAT SUBCONTRACTORS WILL NOT BE USED WHILE PROVIDING SERVICES TO THE CITY OF GARDEN GROVE UNDER CONTRACT NUMBER S-1331**

COMPANY NAME Synagro West, LLC

AUTHORIZED PERSON'S NAME (PRINTED) Emil Kneis
Sales Support Manager

AUTHORIZED SIGNATURE Emil Kneis

Docusign Envelope ID: 4AA08BCA-8E46-494E-B2F2-7A8879073570

6. Attachment B – Proposal Pricing

Docusign Envelope ID: 4AA08BCA-8E46-494E-B2F2-7A8879073570

RFP S-1331
"ATTACHMENT B"
PROPOSAL PRICING

Provide SB 1383 Compost Procurement and Distribution Services for the City of Garden Grove

Please provide pricing for calendar years 2024, 2025 and 2026. The pricing must include the cost of the compost and the cost to make arrangements with agriculture, purchase, transport and provide documentation for SB 1383 compost as stated in Scope of Work. **Partial proposals will not be accepted for any reason.**

DATE	EST. TONS	PRICE PER TON OF COMPOST	EXTENDED PRICE	*** SALES TAX (8.75%)	TOTAL ANNUAL COST
Current-December 31, 2024	4,800	$ 12.95	$ 62,160.00	$ 5,439.00	$ 67,599.00
January 1, 2025-December 31, 2025	7,800	$ 13.50	$ 105,300.00	$ 9,213.75	$ 114,513.75
January 1, 2026-December 31, 2026	7,800	$ 14.05	$ 109,590.00	$ 9,589.12	$ 119,179.12
				TOTAL COST FOR THREE YEARS	**$** 301,291.87

COMPANY NAME: Synagro West, LLC

BY: _____ July 1, 2024

(Authorized Signature) **(Date)**

Emil Kneis

(Type or Print Name)

*** Note: In some cases Taxes may not apply for Agriculture Sales - To Be Confirmed at time of Signing.

Sales Support Manager

(Title)

robertford@synagro.com **(323)** 843-7265

(Email Address) **(Phone Number)**

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7. Proposed Work Plan/Approach to Meet SB 1383 Guidelines

SB 1383 COMPLIANT, SYNAGRO ALLGRO™ COMPOST MEETS THE CITY'S REQUIREMENTS

Synagro will supply SB1383 compliant and certified AllGro compost produced at our State of California fully permitted South Kern ASP Compost Facility (SKIC) located at 2653 Santiago Road, Taft, CA 93268, in reference to any applicable limitations of Public Contract Code Section 22150 or in support of Title 14, section 18993.

SYNAGRO'S PROPOSED WORK PLAN

SKIC, located in Taft, Solid Waste Facility Permit Facility Number 15-AA-0381, will supply all required certified compost.

Synagro will supply AllGro certified compost with established Kern County, California based agricultural businesses or direct with growers based on their healthy soil requirements in accordance with seasonal and cropping cycle needs. In addition to composting, Synagro's will manage distribution of the compost. Our customers' details are proprietary and confidential information, but Synagro will provide sufficient confirmations, shipment details, and weights from Synagro certified scales for Cal Recycle SB1383 compliance reporting of the City's tonnage of compliant recovered organics waste compost as supplied for the benefit of the City of Garden Grove.

Synagro will manage all aspects of the compost including transportation of 4,800 tons of SB 1383 compliant compost to agricultural businesses or direct with growers for calendar year 2024. Calendar years 2025 and 2026 have an estimated compost tonnage of 7,800 for each calendar year. Pricing for all three years is included in Attachment "B" Proposal Pricing. Potential additional costs associated with the services, such as spreading, will be noted with an explanation of the additional costs.

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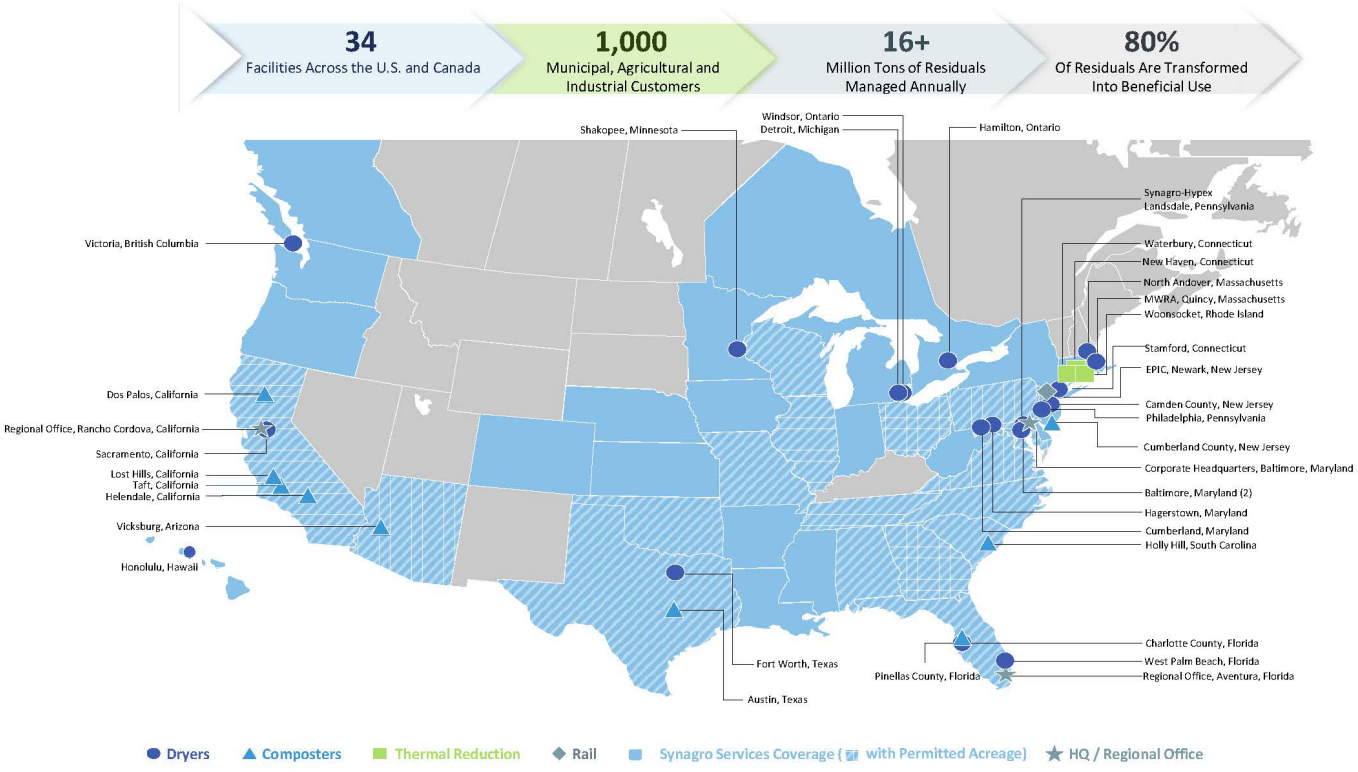
8. Proposer Experience and References

Founded in 1986, Synagro's core business is the environmentally sound and economically viable management of municipal residuals and organics, including project development, operations and product marketing and distribution for AllGro™ and Granulite™. Through this focus, Synagro has grown to be North America's leading provider of high-quality, cost-effective organic based materials management and beneficial use solutions. We have been successfully meeting the management needs of hundreds of sources for more than 45 years. Synagro's experience in all areas of residuals and organics management is unparalleled.

Compost Facility	Startup Year
Liberty Composting (CA)	'88
Arizona Soils (AZ)	'91
Central Valley (CA)	'05
South Kern (CA)	'07
City of Austin (TX)	'13
Charlotte County (FL)	'14
Nursery Products (CA)	'16
Cumberland County (NJ)	'24
Holly Hill (SC)	'24



** Synagro composts almost a million wet tons of residuals and organics in California and Arizonia compost facilities annually.*

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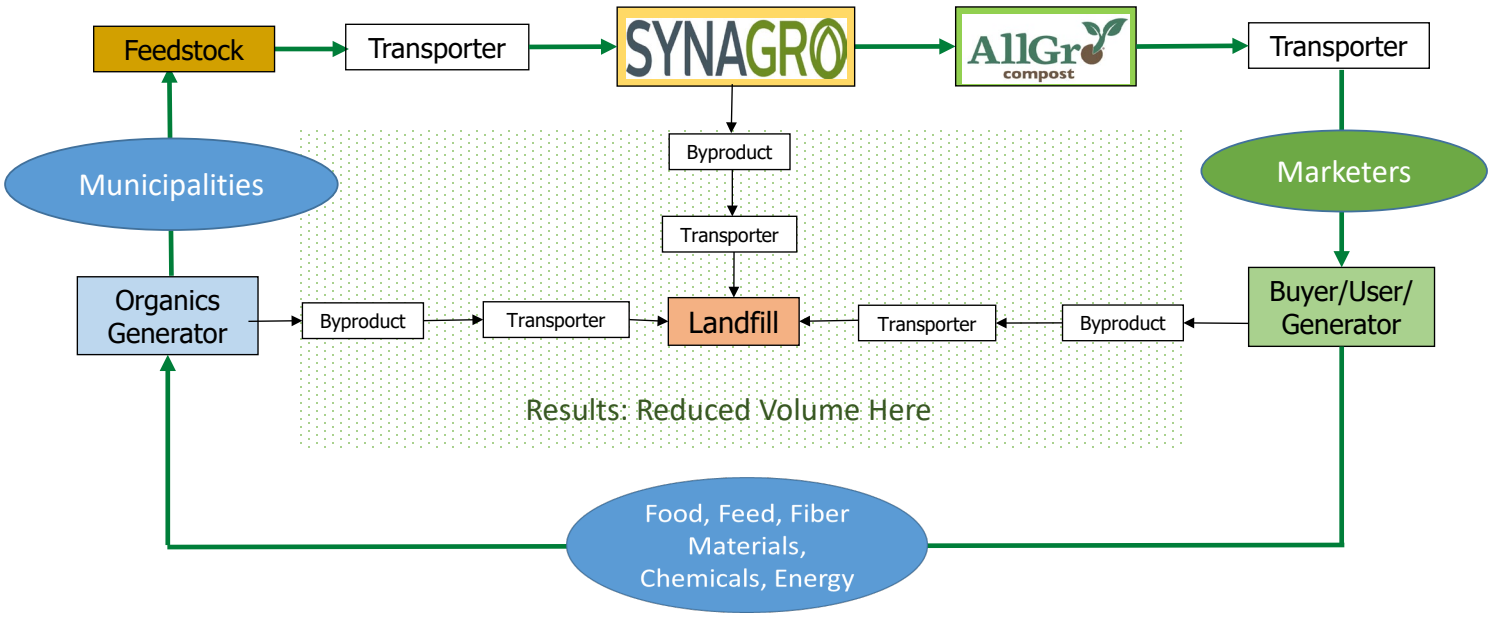
SYNAGRO'S COMPOSTING BENEFITS

The use of AllGro compost generated from local organics provides the public with an opportunity to see the benefit of recycling materials, while also helping replenish nutrients and carbon for healthy soils on city and county properties.

Synagro – one of the largest private composters in the United States and in California – participates with municipalities to establish programs and stands ready with multiple distribution options for AllGro compost enabling cities and counties to be compliant with SB 1383's procurement requirements. This is accomplished through the use of our Class A Exceptional Quality compost in a variety of applications, such as land used for community gardening, agriculture, landscaping in city parks, golf courses, on center divides of roads and highways, public giveaways, and in community or school gardens.

Additionally, compost can be used in civil engineering applications like erosion control along roadways and streets. AllGro compost also provides many direct and indirect benefits when used as a component of systems and treatments designed for:

- Carbon sequestration,
- Water retention in soil,
- Fire remediation and land reclamation, and
- Storm water management and wetlands restorations.



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COMPOST CHARACTERISTICS

A good way to describe AllGro compost is to state what it is not. It is not manure or residuals or food waste or other organic substrates, either fresh or aged. It is not mulch such as wood chips, shredded green and wood waste.

While a quality compost contains these elements, they must be combined in the proper ratios and undergo a controlled natural biological process of decomposition converting the inputs into basic elements during various approved composting process technologies used by Synagro to produce a high-quality Grade A tested and certifiable complexed nutritive compost.



100% Recycled Organics

Synagro combines the following with extensive end-product marketing experience:

Recycling Waste Diversion

Processing of organic waste (Includes Biosolids) into sustainable and renewable feedstocks for fertilizer products to divert organics waste from landfills and sequester carbon in the soils.

Innovation, Technology & Manufacturing

Use natural biological processes with the integration of technologies and science to convert organic waste streams into renewable energy and low carbon fuels for private customers and public utilities.

Regenerative Agriculture, Landscape & Retail

Transform organic waste streams into non-chemical fertilizers, water saving and erosion control products, which support improving soil health holistically while sequestering carbon.

PROFESSIONAL & TECHNICAL ORGANIZATION MEMBERSHIPS

As a company focused on organic based materials management, Synagro has leadership participation in many regional and national organizations affiliated with the water treatment, residuals, and organic product industry. Some of the relevant memberships include:

- The Water Environment Federation – National and Local Chapters
- The Water Environment Association of Texas
- The Water Environment Research Foundation
- The United States Composting Council
- The National Association of Clean Water Agencies
- The Farm Bureau
- Numerous Nursery Products, Turf Grass, and Landscape Associations

US Composting Council® Proud Member

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Both Synagro and our customers have received numerous regional and national awards for organic based materials program excellence, including:

- **2010 "Composter of the Year"**
  US Composting Council

SYNAGRO'S COMPOST FACILITY FOR GARDEN GROVE

South Kern Compost Manufacturing Facility

Seated approximately 50 km southwest of Bakersfield, California, South Kern Compost Manufacturing Facility (SKIC) was commissioned in 2006 to alleviate Synagro's Los Angeles area customer's concerns about long-term viability of land application of residuals in Southern California. Beyond this objective, SKIC aimed to meet the highest standards in addressing air quality and odor control while expanding regional organics recycling capacity which now supports SB 1383.



Synagro utilizes an enclosed organics receiving and mixing building along with biofiltration in its compost system that effectively controls VOCs and odors.

SKIC was originally designed to utilize a state-of-the-art Engineered Negative Aerated Static Pile composting technology to blend and compost up to 400,000 tons annually of treated residuals in combination with up to 270,000 tons annually of bulking organics (i.e., agricultural, wood waste, green waste and food waste) and other available carbon-rich sources, into Class A - Exceptional Quality (EQ) composted soil amendment.

- The SKIC design includes an enclosed organics receiving and feedstock mixing building, along with the Engineered Positive Aerated Static Pile compost system, including Biofiltration to control Volatile Organic Compounds (VOC's) and odors by over 80%.
- In the first quarter of 2016 the facility has been converted from negative Aerated Static Pile (ASP) to positive ASP. The benefits of this conversion include:
  - Reduced electric consumption and improved energy efficiency.
  - Lower equipment repair and maintenance costs due to less materials movement during the compost process
  - More efficient biofilter utilization

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- Less water handling which simplifies pond management
- Continued compliance and leadership with BACT
- Improved solution for removal of organics from landfill





Synagro meets all general operating standards as a compostable-materials handling operation or facility as outlined in Section 17852(a)(12) of the SB 1383 Regulations.

KEY REGIONAL COMPOST PERSONNEL

Synagro has a depth of experienced residuals and organics composting personnel. In addition to the key personnel listed below, Synagro has many additional experienced engineering, permitting, and operational employees and contract management. Key regional individuals are as follows:

Craig Geyer, Regional Vice President

Craig Geyer joined Synagro in 2002 as an Operations Manager with day-to-day responsibilities of the company's biosolids management projects in Arizona. In 2005, management of Synagro's Arizona Soils Compost Facility was added to his role, giving him over 18 years of experience in municipal biosolids composting. Currently Craig is responsible for management of the company's operations in California and Arizona to including all five of the company's composting facilities, daily haul/land application projects and WWTP facility clean-out operations.

Prior to joining Synagro Craig held several construction management and superintendent positions with 12 years of experience in that field.

Craig holds a Class A General Contractor's License for the State of Arizona.

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Rob Rankin, Facility Manager - SKIC

Rob Rankin began his career with Synagro in 2001 in a dryer facility operations capacity. After five years working with our drying facilities, he moved into compost operations and is now responsible for the day-to-day management of SKIC's site personnel and operations. He manages staffing, equipment maintenance, interaction with trucking company representatives, and recordkeeping for incoming feedstock and outgoing finished compost materials.

Thomas Fantozzi, Northern California Compost Sales Manager

Thomas Fantozzi joined Synagro in 2021 in his current role in compost sales. He is responsible for compost sales and marketing outreach for Synagro's three northern California compost facilities, Central Valley Composting, South Kern Compost Facility, and Liberty Composting.

Thomas has deep roots in the agriculture industry, having grown up on a family farm in California's Central Valley. Prior to joining Synagro, he served as Grower Relations Manager for Full Harvest, leading the development of that department and building relationships with large and small growers throughout the nation. Throughout his career, Thomas has held business development and marketing positions at several different companies, including PepsiCo, G3 Enterprises (a subsidiary of Gallo Wine Company), and Full Harvest. Through these roles he has gained diverse experience in sales and marketing strategy, grower relations management, and operations management.

Thomas holds a degree in Agribusiness from Cal Poly, San Luis Obispo and is a graduate of the 2022 Almond Board Leadership Program.

Tom Kelley, Southern California Compost Sales Manager

Tom Kelley possesses a broad range of biosolids management experience, knowledge, and success within the organics industry with 27 years of diverse management experience in southern California covering compost products sales and marketing and product distribution.

Tom represented public and private interests while serving nine years on US Composting Counsel Board of Directors and is known by his colleagues and piers as the nation's top sales and marketing person surpassing 500,000 cubic-yards of compost product sales each year during a nine-year period - 1998 through 2006. He works closely with Business Development and Operations to ensure successful placement and beneficial use for Synagro's California compost product sales.

Tom graduated from the University of North Texas with a Bachelor of Arts degree in Business Administration.

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REFERENCES

Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, CA 92708
Tom Meregillano, Regulatory Specialist
714-593-7457
tmeregillano@ocsd.com
Removal, transportation, and composting of biosolids
Customer since 1991

County Sanitation Districts of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90601
Matt Bao
562-908-4293
mbao@lacsd.org
Removal, transportation, and composting of biosolids
Customer since 2018

City of Los Angeles
12000 Vista Del Mar
Playa Del Ray, CA
Alan Tran, Environmental Engineering
310-648-5995
Alan.tran@lacity.org
Removal, transportation, and composting of biosolids
Customer since 2000

City of Barstow
220 East Mountain View Street, Suite A
Barstow, CA 92311-2839
Thomas Alva, Public Works Superintendent
760-255-51411
talva@barstowca.org
Removal, transportation, and composting of biosolids
Customer since 2018

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AllGro compost

A Natural Organic-Based, All-in-One Solution

Stop Spending and Start Putting Money in the Bank



AllGro compost is generated from various organics in a tightly controlled process to provide growers with a high-value, Class A, Exceptional Quality, STA-Certified compost that:

- Provides significant water and nutrient savings while increasing yield benefits in a variety of applications;
- Improves water retention as much as 20% on irrigated and non-irrigated land, keeping water where it is needed;
- Improves yields while helping to abate certain plant diseases and pests; and
- Provides critical slow nutrient release over time, including micronutrients at a 25%-plus cost savings vs. chemical fertilizers.

To learn more, contact Robert Ford by phone at 1.323.843.7265 or by email at robertford@synagro.com





City of Garden Grove
Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage
V03555	**SYNAGRO WEST, LLC**	Compliant					
		A+g , XV	Zurich American Insurance Company	bap924396012	8/1/2024	8/1/2025	Auto Liability
		Ag , XV	Evanston Insurance Company	mklv4efx106093	8/1/2024	8/1/2025	Excess Liability
		NR , 0	Underwriters at Lloyd's London (IL)	envp000048524	8/1/2024	8/1/2025	General Liability
		A+g , XV	American Zurich Insurance Company	wc924396113	8/1/2024	8/1/2025	Workers Comp

Risk Profile : Standard (not professional services or construction)

Required Additional Insured : City of Garden Grove, its officers, officials, agents, employees and volunteers

Agenda Item No: 1.g

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 2, 2025
Submitted by: Gabriel Guerrero-Gabany
From: Public Works

Subject:
Amendment No. 3 to Professional Services Agreement with Bucknam Infrastructure Group Inc., for The Pavement Management Plan

Financial Impact:
Fiscal Impact:
Expense: $44,236.00 Amendment Amount
Available Budget: $65,000.00 Fiscal Year 2025-26 CIP Budget (101-80100-6406)

Summary:
The Public Works Department is requesting approval of an amendment to an existing Professional Services Agreement (PSA) with Bucknam Infrastructure Group (Bucknam) to prepare the City's 2026 Pavement Management Plan (PMP). To be eligible to receive Measure M (M2) Local Fair Share and competitive funding through the Orange County Transportation Authority (OCTA), each Orange County city must adopt and update a PMP every two years. The City last evaluated the condition of its streets and updated its PMP in 2024.

Recommendation:
Recommended Action: It is recommended that the City Council take the following actions:

1. Approve Amendment No. 3 to the Professional Services Agreement with Bucknam Infrastructure Group Inc. for an additional $44,236 to provide additional professional services for the pavement management plan for a cumulative contract not-to-exceed amount of $114,468 and extend the term of the contract by an additional 24 months; and
2. Authorize the City Administrator to approve contract change orders up to 10% of the contract not-to-exceed amount, or $11,447; and
3. Authorize the City Administrator and/or her designee to execute the necessary documents, in a form approved by the City Attorney.

Strategic Plan Statement:
This item is consistent with the City Council approved 5-Year Strategic Goal #5 to support implementing public infrastructure to meet community needs.

Discussion:
On November 6, 1990, voters in Orange County approved a ½-cent sales tax for transportation improvements known as Measure M. This sales tax includes funding for streets

and roads that is available to local agencies through both a formula distribution and a competitive process. On November 6, 2006, voters approved a renewal of Measure M to continue the ½-cent sales tax for thirty years, beginning in 2011. One of the eligibility requirements included in Measure M2 specifies that each local jurisdiction must adopt and update a Pavement Management Plan every two years. All agencies must use a common format as part of the countywide pavement management effort conforming to American Society for Testing and Materials Standard 06433 as well as County approved PMP software for consistency in reporting pavement management conditions.

To be eligible to receive Measure M (M2) Local Fair Share and competitive funding through the Orange County Transportation Authority (OCTA), each Orange County city must conduct a pavement condition evaluation of all its arterial streets every two (2) years, and its residential streets every six (6) years. The City last evaluated the condition of its residential streets in 2022 and its arterial streets in 2024. A report on the condition of the City's streets must be submitted to OCTA as part of the annual Measure M certification process.

To remain eligible for OCTA's Measure M funding, the City has contracted with Bucknam to complete the bi-annual PMP update. Bucknam has prepared PMP updates for over 70 local agencies throughout Southern California and is certified by Orange County Transportation to prepare Pavement Management Plans compliant with the OCTA Countywide Pavement Management Guidelines. Bucknam has provided a reliable level of service and their PMP has played a significant role in securing Measure M funds in the recent past. The Public Works Department is confident in Bucknam's ability to continue to provide a report which meets all county requirements.

Once completed the report will provide Staff with an updated Pavement Condition Index (PCI). The PCI is based on a score from 0 to 100, with 100 representing a brand-new street. The City's pavement condition index for 2024 was 79.7, which represents a three point increase from 76.6 in 2022. This increase is directly attributable to the City Council's ongoing investment in and prioritization of street maintenance and rehabilitation improvements utilizing Measure U, SB1/RMRA Gas Tax funds and Measure M funding.

Fiscal Impact Summary:
Approval of Amendment No. 3 will have an expense of $44,236, increasing the cumulative contract not-to-exceed amount to $114,468. The report prepared by the consultant will be a part of the Measure M2 Eligibility package submitted to OCTA in June 2026. This application will secure approximately $1,168,171 in funding for City transportation related projects.

Attachments
Attachment 1 - Bucknam Infrastructure Group - Amend. No. 3 (2026 PMP).pdf

AMENDMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT
PROVISION OF PAVEMENT MANAGEMENT PLAN ASSESSMENT SERVICES WITH BUCKNAM INFRASTRUCTURE GROUP, INC.

This Amendment No. 3 ("Amendment") to Professional Services Agreement is made and entered into effective the 2ND day of September 2025, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation ("CITY"), and Bucknam Infrastructure Group, 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 September 11, 2023, 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 increase the contract limit by $44,236 for additional Pavement Management Program services and to extend the term of the agreement by an additional 24 months.

(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 2.1 and 4.1 of the Agreement is hereby amended to read as follows:

2.1 Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed One Hundred and Fourteen Thousand Four Hundred and Sixty-Eight Dollars ($114,468.00).

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 48 months, ending on September 11, 2027, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

3. The Agreement, all amendments together with this Amendment No. 3 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. 3 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

4. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 3 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. 3 to the Consulting Services Agreement are to be executed as of the day and year first above written.

CONSULTANT

By: _____
Peter Bucknam
President

CITY OF PLACENTIA

By: _____
Jennifer Lampman
City Administrator

ATTEST:

By: _____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

By: _____
Christian L. Bettenhausen, City Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/18/2024

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

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

PRODUCER	CONTACT NAME:	
WTW MIDWEST INC 233 S WACKER DR,SUITE 2000 CHICAGO IL 60606	PHONE (A/C, No, Ext): (888) 780-5381	FAX (A/C, No): (866) 828-2424
	E-MAIL ADDRESS: Certificate@Hanover.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
BUCKNAM INFRASTRUCTURE GROUP INC 3548 SEAGATE WAY STE 230 OCEANSIDE CA 92056	INSURER A : Citizens Ins Co of America	31534
	INSURER B : Hanover Insurance Co	22292
	INSURER C : Hanover American Ins Co	36064
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☐ LOC ☐ OTHER:	Y	N	OBC A399956 10	09/16/2024	09/16/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☑ HIRED AUTOS ONLY ☑ NON-OWNED AUTOS ONLY	Y	N	OBC A399956 10	09/16/2024	09/16/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
A	☑ UMBRELLA LIAB ☑ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☑ RETENTION $	Y	N	OBC A399956 10	09/16/2024	09/16/2025	EACH OCCURRENCE AGGREGATE 	$ 3,000,000 $ 3,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WZC A399946 10	09/16/2024	09/16/2025	☑ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Architects & Engineers Prof Liab	N	N	LHC H023717 05	09/16/2024	09/16/2025	Claims-Made: $2M Ea Claim/$2M Agg	

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 Insured on the General Liability and Auto Liability with respects to Ongoing and Completed Works/Operations pursuant to the terms and conditions by forms 391-1937 and 391-1602. Additional Insured is Primary and Noncontributory to the extent provided by form 391-1003 (pg 79 of 81). Waiver of Subrogation as provided by form WC040306. Cancellation Notice will be provided to the Certificate Holder pursuant to endorsement: 401-1235. Such notice is solely for the purpose of informing the Certificate Holder of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

CERTIFICATE HOLDER

CITY OF PLACENTIA
401 E CHAPMAN
PLACENTIA CA 92870

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Tamara Butler

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY SUPPLEMENTARY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit including "bodily injury" or "property damage" included in the "products-completed operations hazard" only if this Coverage Part provides such coverage.

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

(3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

(1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the lessor

(4) To any:

(a) Owners or other interests from whom land has been leased if the "occurrence" or offense takes place or the offense is committed after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

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1. Required by the contract, agreement or permit described in Paragraph **a.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

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

B. Aggregate Limits of Insurance per Project or per Location

The following changes are made to **SECTION II - LIABILITY:**

1. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance,** paragraph **4**:

   The Aggregate Limits of Insurance apply separately to each of "your projects" or each "location" listed in the Declarations.

2. For the purpose of coverage provided by this endorsement only, the following is added to **SECTION II - LIABILITY, F. Liability And Medical Expenses Definitions:**

1. "Your project" means:
   a. Any premises, site or "location" at, on, or in which "your work" is not yet completed; and
   b. Does not include any "location" listed in the Declarations.
2. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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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:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Person or Organization	Location of Covered Operations
CITY OF PLACENTIA	401 E. CHAPMAN PLACENTIA, CA 92870

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

For the purpose of coverage provided by this endorsement, the following changes are made to **SECTION II - LIABILITY:**

A. The following is added to **SECTION II - LIABILITY, C. Who is an Insured:**

Any person or organization shown in the Schedule above is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

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

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

However:

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

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

B. The following is added to **SECTION II - LIABILITY, B. Exclusions**:

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

a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance:**

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

a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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1. **SECTION I - PROPERTY**, if two or more of this coverage part's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.
2. **SECTION II - LIABILITY**, it is our stated intent that the various Coverage Parts, forms, endorsements or policies issued to the named insured by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim, "suit", "occurrence", offense, accident, "wrongful act" or loss. We will not pay more than the actual amount of the loss or damage.

   If this Coverage Part and any other Coverage Part, form, endorsement or policy issued to the named insured by us, or any company affiliated with us, apply to the same claim, "suit", occurrence, offense, accident, "wrongful act" or loss, the maximum Limit of Insurance under all such Coverage Parts, forms, endorsements or policies combined shall not exceed the highest applicable Limit of Insurance under any one Coverage Part, form, endorsement or policy.

   This condition does not apply to any Excess or Umbrella Policy issued by us specifically to apply as excess insurance over this policy.

G. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

H. Other Insurance

1. **SECTION I - PROPERTY**

   If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But, we will not pay more than the applicable Limit of Insurance of **SECTION I - PROPERTY.**

2. **SECTION II - LIABILITY**

   If other valid and collectible insurance is available to the insured for a loss we cover under **SECTION II - LIABILITY**, our obligations are limited as follows:

   a. Primary Insurance

   This insurance is primary except when paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in paragraph **c.** below.

   However, if you agree in a written contract, written agreement, or written permit that the insurance provided to any person or organization included as an Additional Insured under this Coverage Part is primary and non-contributory, we will not seek contribution from any other insurance available to that Additional Insured which covers the Additional Insured as a Named Insured except:

   (1) For the sole negligence of the Additional Insured; or

   (2) When the Additional Insured is an Additional Insured under another liability policy.

   b. Excess Insurance

   This insurance is excess over:

   (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

   (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

   (b) That is Property Insurance for premises rented to you or temporarily occupied by you with permission of the owner;

   (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

   (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION II - LIABILITY, Exclusion g. Aircraft, Auto or Watercraft**; and

   (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

   When this insurance is excess, we will have no duty under **SECTION II - LIABILITY** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the

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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**
BLANKET AS REQUIRED BY	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 Policy No. WZC-A399946-10 Endorsement No.

Insured

Insurance Company THE HANOVER AMERICAN INSURANCE COMPANY

Countersigned By _____

WC 04 03 06 (Ed 04-84)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY
COMMERCIAL PROPERTY COVERAGE PART
BUSINESS AUTO COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Designated Entity Mailing Address or Email Address	Number Days Notice
CITY OF PLACENTIA 401 E CHAPMAN PLACENTIA CA 92870	30

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

If we cancel this policy for any reason other than nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

June 11, 2025

Mr. Chris Tanio, PE
Director of Public Works/City Engineer
City of Placentia
401 E. Chapman Ave.
Placentia, CA 92870

Subject: **Proposal for Pavement Management Program Update – FY 2025-26**

Dear Chris:

It is our pleasure to submit our proposal to the City of Placentia for the continued, proactive management of your Pavement Management Plan (PMP). With the City seeking to continue the strong development and implementation of pavement management methodologies through advanced inspections, Capital Improvement reporting (CIP), OCTA compliance reporting and GIS enhancement, *Bucknam Infrastructure Group, Inc.* has identified a proactive and cost-efficient method to assist the City in continued development of your pavement management program. Our team will focus our high-end pavement management knowledge, extensive Orange County experience, StreetSaver and GIS/GPS technologies to optimize the City's capital and maintenance dollars by implementing manageable and reliable infrastructure methodologies.

Our project staff can be relied upon to provide outstanding service to the City. This will be accomplished by assisting the City in implementing a common-sense neighborhood M&R schedule, formulating a proactive Arterial/Local CIP budget and providing realistic maintenance recommendations. Our firm is unique in that we provide:

- Relevant and accurate PMP services based on our ongoing work with numerous Orange County, Los Angeles, San Bernardino and San Diego local agencies such as:
  - 21 Orange County Local agencies (60%); **(i.e. Orange, Santa Ana, Fullerton, Laguna Woods, Seal Beach, La Palma, Brea, Fountain Valley, Huntington Beach, Costa Mesa, Tustin, RSM, Laguna Beach, San Juan Capistrano, Laguna Hills, La Habra, and Westminster)**
  - 38 Los Angeles County local agencies (42%);
  - 20 San Diego/Inland Empire local agencies; and
  - Army Corps of Engineers ASTM D6433 compliant surveying, reporting and pavement analysis on an annual basis;

- Our project manager has worked within the SoCal Pavement Management industry for over twenty-seven (27) years and has worked extensively with StreetSaver and MicroPAVER PMP software's through turn-key data conversion projects to long-term, proactive pavement CIP scheduling that relies on accurate and cost-efficient bid documentation;

BUCKNAM
INFRASTRUCTURE GROUP, INC
3548 Seagate Way, Suite 230
Oceanside, CA 92056
T: (760) 216-6529
www.bucknam-inc.com

- Project/engineering experience that brings the understanding that StreetSaver results are not set in stone; we proactively use the available data to enhance budget forecasting and CIP/O&M project planning;

- Use of Bucknam cloud-based learning Artificial Intelligence (AI) to calculate, compare and qualify AC/PCC segment true areas within the City of Placentia;

- Cost effective management methodologies, from the project kickoff through final reporting, gained through our Project Manager's experience and use of Bucknam's MyRoads® dynamic PMP-GIS link;

As Project Manager, my goal is not just to meet the requirements of this project but establish a living document (Arterial & Local pavement CIP submittal) that will be used throughout the term of the CIP as well as implement achievable long-term infrastructure management goals in coordination with City schedules.

Offeror: Bucknam Infrastructure Group, 3548 Seagate Way, Suite 230, Oceanside, CA 92056; Company FID # 45-2723662

Mr. Peter Bucknam (Project Manager) will be providing day-to-day operational and management services; he is authorized to sign the agreement for this contract. He can be contacted at 760-216-6529 (work) 714-501-1024 (cell) or email at peter@bucknam-inc.com.

By selecting *Bucknam Infrastructure Group, Inc.*, the City of Placentia will continue to receive a strong, knowledgeable, innovative, and communicative team with the experience to implement a cost-effective pavement management program. Our handpicked pavement management professionals are committed to delivering quality services to the City. We have already scheduled time for your project and eagerly await our kick-off meeting with City staff and you.

Respectfully submitted,

Bucknam Infrastructure Group, Inc.



Peter J. Bucknam
President/Project Manager

Project Understanding / Approach

We have defined detailed phases to the scope of work;

1. Project Implementation
2. Client Satisfaction
3. Project Schedule
4. Scope of Work (Major Tasks)
5. Optional Services

1) Project Implementation

Task 1.1: Management & Administration – Project Kickoff

The first step in implementing a successful pavement management program truly resides in frequent communication and timely scheduled data updates. For the City of Placentia, it will be essential to establish, up front, the Public Works and Street Maintenance/CIP pavement management priorities. Our team will set up a Project Kickoff meeting with staff (Chris Tanio and Gabriel Guerrero-Gabany) to discuss and review in detail the expectations of the project, technical approach and the review of schedule and budget. This will be scheduled immediately after the purchase order is issued.

This effort will build consensus between the Street Maintenance and Public Works departments as well as build stronger ARTERIAL / LOCAL long-term maintenance programs.

Other essential topics to be discussed will include the review and assessment of the existing StreetSaver pavement plan/data, Measure M2 compliance, annual survey areas, new construction, PCI range/maintenance triggers, data quality and condition, current pavement procedures, historical expenditure levels, and desired service levels.

During the project several project assessment meetings and project status meetings will be held to ensure that the major scope tasks and project schedule are being adhered too.

Task 1.2: Project Status Meetings – Quality Control Program

Status Meetings and Progress Reports

- Minimum of three meetings during the project (kickoff, field, and status meetings) – minimum of eight (8) hours;
- Field review meetings;
- Monthly progress status reports will be delivered to City project manager.

Quality Control (QC)

We will use a statistical sampling approach for measuring the quality of our field technician's work.

In this manner, 10 percent of the original 134 miles of surveys will be re-surveyed by an independent survey crew, supervised by a field supervisor, and the results will be compared to the original surveys (this will include 13 mi. of arterial / local QC). Our QC process involves checking the field crews' work in a "blind study" fashion. Quality control checks will be performed at the end of each survey week. This will ensure that all field personnel are properly collecting distresses and pavement quantities for all street segments. PCI variance reporting will be performed where previous PCI 2024 data will be compared to newly inspected 2026 PCI data; if PCI's vary more than ten (10) points per year Bucknam staff will assess the potential cause through unrecorded work history, accelerated pavement deterioration, etc. Bucknam will record/log any discrepancies between the previous and current PMP databases (any corrections/changes to the database shall not be made without prior City staff approval).

Since we are collecting distress information on our field Tablets with the Placentia StreetSaver database live, our staff will perform several quality control tests within the pavement management software using a sample set of the City of Placentia's street distress data. This will ensure that all system and analysis settings as well as City recommendations and standards are being followed.

All general draft and final reporting will follow the OCTA "Countywide Pavement Management Program, Guidelines Manual". **Over the past two years, Bucknam has submitted over fifty (50+) PMP compliant reports for local municipalities, they include:**

Orange County PMP Clients (Current)		
Brea	La Palma	Rancho Santa Margarita
Costa Mesa	Orange	Tustin
Laguna Hills	Laguna Beach	Westminster
Fountain Valley	San Juan Capostrano	La Habra
Huntington Beach	Laguna Woods Village	Fullerton
Seal Beach	Santa Ana	Placentia
Buena Park	Cypress	Stanton
	Garden Grove	
Los Angeles County PMP Clients (Current)		
Long Beach	Alhambra	El Segundo
Duarte	Culver City	Lomita
Rancho Palos Verdes	Downey	Glendora
Signal Hill	Pomona	Sierra Madre
Monterey Park	Hermosa Beach	South Pasadena
Compton	Lynwood	Norwalk
Monrovia	Rosemead	Bellflower
Lawndale	Covina	Beverly Hills
La Verne	South Gate	La Habra Heights
San Marino	Temple City	South El Monte
West Covina	Commerce	Lakewood
Gardena	Manhattan Beach	Whittier
	Bell	

Every year our staff has attended the OCTA StreetSaver Distress Training Classes held from 2011 thru 2025.

In May 2025 our staff was acknowledged as "qualified inspectors and firm" to prepare Pavement Management Plans compliant with the OCTA Countywide Pavement Management Guidelines (this compliance runs through June 2027).

2) Client Satisfaction

Task 2.1: Project Deliverables

Shown throughout our Scope of Work, each Task is summarized with project deliverables. Client satisfaction will derive from frequent communication with the Project Manager and key staff members from the Public Works and Street Maintenance departments. Project success is created by delivering on three main factors;

1. Adherence to scope tasks and deliverables
2. Performing to the standard set by the Project Schedule; and
3. Controlling costs. Our Project Manager will follow each of these factors throughout the duration of the project

Deliverable: Project Status Updates, as stated in Task 1.2

3) Project Schedule

Task 3.1: Project Schedule - Management & Administration

Our project schedule shows each major task identified in our scope of work, as well as quality control milestones and meetings. Bucknam currently has ample staff to apply to this project in order to meet an aggressive schedule (3 field technicians will drive the proactive schedule). **See key milestone dates from the project schedule below (fiscal year will change accordingly):**

• Project Kick-off	September, 2025
• Work History / PMP Data Assessment	September, 2025
• Pavement Condition Surveys	October - February, 2026
• PMP Maint. – CIP Schedule – Budget Review	Eary March, 2026
• Draft 2026 Placentia PMP Report	Late March, 2026
• Delivery of Final 2026 Placentia PMP Report	April, 2026
• OCTA Compliant Data Deliveries	June, 2026

4) Scope of Work (Major Tasks)

TASK 4.1: Update Maintenance & Rehabilitation History

On an annual basis the City's Public Works staff has provided relevant work history data in the form of completed slurry seal, overlay and reconstruction plan sets, Excel spreadsheet listings and site location maps. Our project manager will continue to work with the City's project manager on acquiring these types of data sources.

Based on the pavement maintenance that has been performed by in-house staff as well as contractual rehabilitation/maintenance, our staff will review all street activities that have been performed since the 2024 PMP update. This data will be entered into StreetSaver to enhance pavement deterioration analysis, PCI's and the recommendations for the upcoming budgetary analysis and CIP reporting.

TASK 4.2: Pavement Condition Surveys

MPAH (Arterial / Collector and Local) Survey



First and foremost, the assessment of the City's pavement segmentation is one of the key priorities for this project. With two years between major inspections, it will be essential to verify that all Arterial, Collector and Local segmentation is up-to-date and that section true area SF quantities are accurate and reliable. This will be completed by utilizing Bucknam's cloud-based learning technology (AI) to correctly quantify square footages for each pavement section (see sample above).

Bucknam's use of cloud-based learning technology is initiated by providing the AI with the City of Placentia's most recent aerial image; in doing so, all AC and PCC pavement true areas are calculated. These calculations are possible due to the cloud-based learning tech's inherent working knowledge of how to recognize edge-of-pavement, surface types, medians, bus pads and AC/PCC surface limits.

This ability will allow Bucknam to obtain the necessary quality control measurements for defined Placentia PMP segments and to perform segment true area SF variance reports. This will in turn create more accurate PCI's, engineering project cost estimations, total centerline / square footages of the network as well as for each unique pavement segments.

We will review/assess new and/or missing streets previously excluded from the last PMP update and create the necessary segmentation within the Placentia PMP database + GIS links (this effort can be utilized as an optional service - Task 4.2a within our proposed fee).

Once the pavement segmentation has been assessed and verified, the necessary inspections will be performed. Our survey methodology will include the following approach based on ASTM D6433, OCTA reporting guidelines and the City's cost / benefit analysis:

1. **Walking** - All sections are surveyed through "two-pass test" walking methodologies. AC/PCC distress types will be collected based upon actual surface conditions and physical characteristics of the segment. Surveying methods will be conducted by remaining consistent with ASTM D6433 & the Army Corp of Engineers AC/PCC sampling guidelines while being flexible to current City requirements.

   All sample locations are observed through walking surveys; samples areas will cover a minimum of 20% of the total section area and will be 2,500 SF +/- 1,000 SF in size. As defined by the City, the following pavement sections are to be surveyed for the upcoming 2026 PMP update:

   - The inspection of approximately 134 centerline miles of Arterial / Collector and Local segments will be performed;
   - Recent overlay maintenance will reduce total mileage of survey – TBD; and

Our use of **StreetSaver-Tablet units allows our staff to collect pavement data with the City of Placentia's StreetSaver database live in the field.** Updated PMP data/inspections are transferred immediately to the StreetSaver cloud and can be reviewed at our office for quality control and management.



Our Tablet methodology sets us apart from the competition since we are using a paper-less inventory process to enter data; this in turn generates cost savings to enhance the project schedule and other portions of the project such as True Area SF calcs, CIP reporting, StreetSaver training and on-call services.

Roadway Verification Survey - A listing of the field attribute data that is updated/verified during the survey for the pavement management database is listed below (OCTA survey guidelines will be followed):

2. **Field Attribute Data (updated and/or verified)**
   - Street Name, from/to, indicating the assigned limits of the section, street codification
   - Street ranking indicating arterial, collector, local, # of lanes, surface type
   - Historical PCI tracking from previous 2024 inspections and 2026 PCI inspections
   - Segment quantities, indicating the length, width, and total area of the section
3. **Conditional data will be evaluated for all street segments and will include:**

- ASTM D6433 20 AC & 19 PCC distresses by type, severity and sample area
- Sampling/conditional data typically pulled from within edge-of-pavement to edge-of pavement
- PCI ratings (0-100), taking into account the surface condition, level of distress

We welcome staff members from the City of Placentia to join our surveys. All pavement data will be entered into the City's StreetSaver licensed software. All items listed above will be maintained by our staff for the duration of this project. Data management will be performed in-house at our Oceanside office.

4. Section Distress and PCI Reporting

Upon 50% and 100% completion of the required condition surveys, we will prepare draft PCI Reports and PCI GIS maps that document the conditions of all pavement segments. This report will provide the necessary information within StreetSaver for the City to use and manipulate projected street rehabilitation and maintenance projects.

Included in the report will be updated pavement performance curves and maintenance decision models. The City and our staff will review the PCI reports to ensure that all inventory data is correct and the project is running smoothly.

Our PCI Reporting will include:

- PCI Report – Sorted by Name (A to Z), PCI Order (0-100), Zone (1, 2, 3, etc.);
- Pavement segment and PCI "Variance Report" (sections showing +/- 10 PCI variance);
- Work history report; and
- GIS Maps presenting PCI presenting PCI findings by section.

Once the City has reviewed, assessed and commented on the draft report, we will address all comments made and deliver the final reports.

Deliverable: Citywide PCI reports, compliant OCTA PCI reports, PCI Variance report and all necessary GIS data for City use.

DEVELOP RECOMMENDED IMPROVEMENT PROGRAM

TASK 4.3: Maintenance & CIP/Budgetary Analysis

We will assist the City in developing the most cost-effective preventative maintenance, repair and rehabilitation strategies possible. This will be accomplished by meeting with the City to discuss and strategize maintenance activities that are currently being used by the City.

Based on the City's current AC & PCC applications, PMP related reports and other maintenance practices used we will conduct an historical and prospective analysis on the conditional and financial impact these practices have on the pavement network. Based on our fiscal and deterioration analysis, we will present our results and recommendations to City staff. This analysis will become an essential building block for the projected seven-year CIP/maintenance programs. The City is

required to submit OCTA compliant, seven-year projections by June 30, 2026; Bucknam will deliver all necessary reporting prior to this date.

We will establish/update a maintenance "decision tree" that will be used to generate pavement recommendations that match current fiscal year maintenance approaches/City practices. This will be accomplished by assessing/updating the unique and individual PCI ranges and deterioration curves within StreetSaver based on functional class (i.e. arterial, collector, local) and age.

Our staff will review Placentia's deterioration curves that have been developed based on historical pavement condition, inspection, surface type, and road class. The curves will be modified based on 2025-26 pavement conditions. The strategies that are typically reviewed are rehabilitation and reconstruction (R&R), localized maintenance, slurry seals, and various overlay types, the expected improvement in pavement condition, the life-cycle extension that would result and the unit costs for maintenance. All maintenance practices/unit costs will be integrated into StreetSaver and will be derived from the most recent construction bids for pavement rehabilitation. We will account for inflation rates when long-term revenues projections are made.

Our Project Manager and Principal will work closely with City in defining repair and rehabilitation strategies during each fiscal year. Once the repair/rehabilitation strategies have been defined, the identification of a ten year Forecasted Maintenance schedule will be generated.

The recommended budget scenarios will be identified on the basis of several criteria:

- Assessment and review of the City's Pavement CIP
- Present pavement conditions; Desired levels of service and available resources
- Projected / Forecasted PCI's per section
- Cost benefit of individual strategies (e.g. increase overall PCI in 7-yr repave all streets, maintain PCI in 7-years, etc.)
- Scheduling with the City's major CIP projects (water, sewer, etc.)
- Budgetary recommendations that satisfy OCTA Local Match Reduction guidelines
- Future routine maintenance needs based on projected deterioration rates
- Renewed Measure M and AHRP objectives and improving citywide weighted PCI

The primary emphasis of this task is to maximize the scheduling of street maintenance using the most cost-effective strategies available and taking into account a life-cycle cost analysis. A working "draft" Final Report will be generated for City staff to review. The report will include an executive summary, the PCI Report as well as draft budgetary findings and recommendations.

Deliverable: Two copies of the Draft Pavement Management Program Report

TASK 4.4: Final Citywide CIP / OCTA Compliance Reports

We will deliver the Final Report to the City which will be essential for staff reference and use as well as presented in a way that is beneficial for elected officials/upper management.

This report will assist the City in complying with OCTA and its most recent Countywide PMP Guideline requirements (March 2025, or the most recent).

The report will be prepared in a format that uses the information delivered by StreetSaver in conjunction with the information and analysis performed by our team (identical to the report we delivered to OCTA every even year). The report will provide the City with information on:

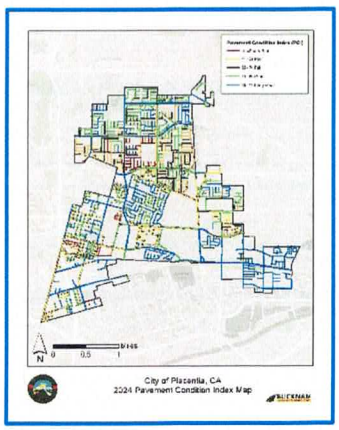
- Current inventory and pavement conditions indices (PCI) for all road classes
- Projected annual rehabilitation programs for street maintenance for a 7-yr period (ARTERIAL / LOCAL Forecast Maintenance Reports FY 2026-2033) that show the largest return on investment and acceptable levels of service;
  - This will include a minimum of three (3) total scenarios;
- Modeling and comparison of budget scenarios typically include:
  - Current / Actual budget 7-year projection (citywide approach)
  - Maintain current PCI within 7-years
  - Increase current PCI within 7-years
- Strategies and recommendations for the City's maintenance programs and procedures, including a preventative maintenance schedule;
- Supporting documentation required by OCTA; and
- A detailed breakdown of deferred maintenance (backlog).

We will make a presentation of the results from the 2026 PMP update to City personal and/or City Council if necessary-pro bono.

Deliverable: One (1) digital copy of the Final Pavement PMP Report (.pdf), will be sent to the City. Bucknam will also provide final digital copies of the project related GIS files.

TASK 4.5: PMP Mapping and GIS

As an enhancement and proactive approach to this project, our staff will update the existing Pavement-GIS link between StreetSaver and the City's GIS system. Our staff will review ongoing / upcoming capital projects that may impact the GIS mapping delivered for this project (see 2024 City of Placentia sample to the right).



The maps described below will be incorporated into the City's Final PMP report:

- PCI values for every section
- Work History identifications
- Multi-yr Arterial / Local Rehabilitation and Slurry Seal treatment locations

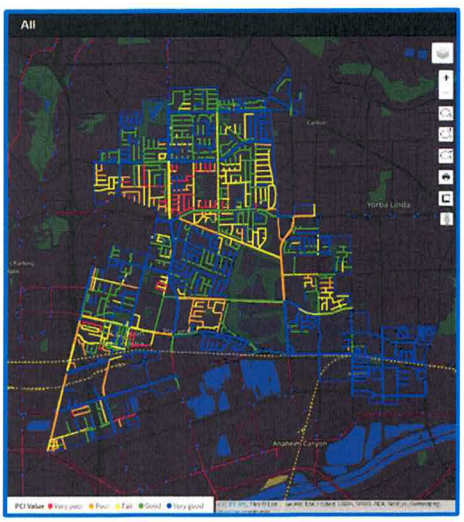
- Functional classification maps

Once the City has approved the Pavement Condition Report, we will update the necessary StreetSaver - GIS linkages. By using the unique ID's within the PMP and the City's ESRI street shapefile ID's, we will create a one-to-one match for each pavement section in the GIS. Our staff will coordinate all project deliveries with Public Works and the GIS department to ensure that the most current and accurate PMP-GIS maps are represented within the City's GIS enterprise.

We can also provide this data to the City's ESRI ArcGIS Online software (if owned) or can provide these mapping services through Bucknam Web-GIS portal supported through ArcGIS Online.

Deliverable: Complete GIS files/themes based on list above (shapefiles).

TASK 4.6: Placentia MyRoads® PMP Web-Portal



Placentia MyRoads® PMP Web-Portal – Bucknam's MyRoads® PMP web-portal is a great match for the Placentia PMP today and the future. **Our application brings your PMP data to life within a dynamic dashboard!**

Bucknam now provides all our PMP clients with a unique and agency driven "MyRoads®" web-portal that provides instantaneous access to your pavement management database. This "dashboard" allows users to toggle through individual sections via GIS Lasso map selections, zone queries, rank selection and PCI ranges to review all section metrics, latest/previous inspections, work histories and filtered PCI reports. To cap it off, your selections/queries also generate preliminary engineering costs estimations for slurry, overlay and reconstruction projects and provides you with the predictive PCI as if the work is complete.

Bucknam has shown the 2024 Placentia MyRoads® account actively working!

This tool will be accessed by City staff simply through a Username/Password methodology. As changes are made to the Placentia PMP database the MyRoads® dataset is changed to reflect work history edits, PCI inspections and section changes.

In summary, MyRoads® allows the user perform the following dynamic functions:

- Query specific pavement segment(s) to view current/historic PCI, work history inspection;
- Filter for pavement sections within a defined zone, PCI range and/or functional class;
- Select a pavement section or grouping of section through the on-board GIS tool;
- Enter slurry, overlay & reconstruction unit costs to determine preliminary cost of maintenance and resulting citywide PCI

- Display critical street / sidewalks / signs / ROW assets along pavement section(s) that are critical to Engineering Bid development and solicitation (ADA ramps, utilities, manholes, trees, etc.

- Displays all final GIS project maps (PCI, work history, 7-yr forecasted maintenance, etc.)
- Bucknam will train Placentia staff on the simple use of the MyRoads® dashboard.

Optional Services

Task 4.7: ArcGIS Online (AGOL) Pothole Tracking System

Bucknam has developed a proactive solution to enhance the current approach to managing pavement maintenance activities, specifically as it relates to identifying and tracking the repair of potholes. We have outlined below our approach that will allow City staff to continuously access/query pothole data and monitor maintenance progress through a fully customizable ArcGIS Online (AGOL) Dashboard. The Dashboard mirrors the City's existing repair methodology and serves as a tool for City staff to accomplish these efforts internally.

With many Cities receiving pothole data from a variety of sources, including staff inspections and resident service requests, there is a growing need to centralize and track this data in a meaningful way. A clear understanding of pothole locations, repair timelines, and recurring trouble areas is essential to increasing maintenance efficiency and reducing roadway safety risks and liability.

Bucknam will work closely with key City staff to assess existing pothole data. If the City does not have pothole data, Bucknam can collect this through our manual pavement survey methodology. Once this information is reviewed and finalized, it will be integrated and published into the City's ArcGIS Online account. Bucknam will then design a Dashboard interface that allows staff to interact with the data in real time. The Dashboard will allow City staff to visualize pothole locations on a dynamic map, query attributes such as repair status and dates of repair, and assign maintenance personnel to the specific pothole locations. Users will be able to filter data by zones, neighborhoods, or user-defined project areas. Additionally, potholes marked as repaired will be reflected in real time in the Dashboard metrics, ensuring accurate tracking of work history. This solution provides a scalable tool to support day-to-day operations and long-term pavement planning. Beyond potholes, Bucknam has successfully implemented this same management approach for sidewalk distresses, curb markings, signage, ADA ramps, and more. This solution is shown as an optional service within our proposed fee below.



Below is a screenshot of the City of Lakewood's AGOL Pothole Dashboard and its corresponding mobile field application in active use.

Proposed Fee

Task Items 1 through 4 can be accomplished on a **time and materials not to exceed basis** in accordance with the standard hourly rate schedule attached. Our anticipated fee including labor and reimbursable expenses is projected to be $44,236 for a seven-month period. We have included our fee schedule below for the City consideration.

	Description	Principal	Project Manager	GIS Manager	Field Technician(s)	Admin	Total by Task
	Base Fee	$331/hr	$235/hr	$175/hr	$115/hr	$105/hr	
Task 1	**Kick-off Meeting PMP Services**						
Task 1.1	Project Kick-off		1		1		$350
Task 1.2	Project Status Meetings - Quality Control Program		3	1	24		$3,640
Task 2	**Client Satisfaction**						
Task 2.1	Project Deliverables		1	1	3	1	$860
Task 3	**Project Schedule**						
Task 3.1	Work Flow / Project Schedule		2		1		$585
Task 4	**Scope of Work**						
Task 4.1	**Update Maintenance & Rehabilitation History**						
	Pavement Work History Data Entry		1		12		$1,615
Task 4.2	**Pavement Condition Surveys**						
	Arterial/Collector and Local Street Survey						
	2026 Survey (134 miles-Walking)		4	2	216		$26,130
Task 4.3	**Maintenance & CIP/Budgetary Analysis**		3				$705
Task 4.4	**Final Citywide CIP / OCTA Compliance Reports**	1	26	3		2	$7,176
Task 4.5	**PMP Mapping and GIS**						
	PMP - GIS Layer Update Cost		1	4	6		$1,625
Task 4.6	**Placentia MyRoads® PMP Web-Portal**						Pro-bono
	Reimbursables (mileage, printing, materials)						$1,550
	All deliverables will become property of the City of Placentia						
	All Tasks are negotiable						
	Total Hours per Staff	1	42	11	263	3	
	Total Base Fee	$ 331	$ 9,870	$ 1,925	$ 30,245	$ 315	***$44,236***
	Optional Services						
Task 4.2a	AC/PCC Segment SF Calculation - AI Cloud Technology						$5,410
Task 4.7	**ArcGIS Online (AGOL) Pothole Tracking System**						
	- AGOL Pothole Dashboard Implementation						$10,500
	- On-Going Annual Maintenance / Data Updates						$12,500

Additional services outside of this contract will be negotiated with the City where we will use the Standard Hourly Rate Schedule

*Notes / Assumptions:
Task 4.1 - Bucknam assumes City has a current StreetSaver license
Task 4.5 - Bucknam assumes City has a current ESRI GIS Enterprise license

Should the City desire to increase the service level above the hours outlined above for the Task items 1 through 4 or require other services not described herein, a fee adjustment would be negotiated and mutually agreed upon by both parties.

Standard Hourly Rate Schedule

Category	Rate
Principal	$ 331
Pavement Management Project Manager	235
Senior Project Manager	225
Management Analyst	190
Project Engineer / Planner	180
Sr. Engineer / GIS Manager / Sr. Inspector	175
Assistant Engineer / Sr. Technician / GIS Analyst	162
CADD Operator	125
Field / GIS Technician	115
Administrative Assistant	105
Clerical / Word Processing	105

Reimbursables

Mileage	$0.81/mile
Subconsultant Services	Cost + 15%
Reproduction	Cost + 15%
Travel & Subsistence	Cost + 15%
Fees & Permits	Cost + 15%
Computer Services (External)	Cost + 15%

Rates Effective 7/1/25

BUCKNAM INFRASTRUCTURE GROUP, INC
3548 Seagate Way, Suite 230
Oceanside, CA 92056
T: (760) 216-6529
www.bucknam-inc.com

Agenda Item No: 1.h

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 2, 2025

Submitted by: Jeannette Ortega

From: Administrative Services

Subject:
Amendment No. 1 to Put Option Agreement for Private Property at 325 Baker Street (APN 339-382-20) for Future Affordable Housing Development

Financial Impact:
Fiscal Impact:
$760,011 Potential Purchase in 2028 (Affordable Housing Development Impact Fee Fund Acct. No. 682534-6099). No fiscal impact in FY 2025-26.

Summary:
O n February 6, 2023, the City issued a Request for Proposals (RFP) for a high-quality Affordable Housing Development on Baker Street. The specific City-owned properties include 323, 307, 312, and 314 Baker Street (Baker Street) as well as options for the potential acquisition of additional private properties, including 325 Baker Street (APN 339-382-20). The RFP solicited interest from four (4) different firms. On April 3, 2023, the Evaluation Committee consisting of consulting staff from Keyser Marston, Director of Development Services and the Deputy Director of Administrative Services (the “Evaluation Committee”) reviewed and scored the four proposals received. The Evaluation Committee agreed that Mercy Housing California (Mercy Housing) would be the best qualified developer to construct and operate a high-quality affordable housing development along Baker Street.

On June 6, 2023, the City Council agreed to authorize the City Administrator to enter into a Land Purchase Option Agreement with Mercy Housing for development and operation of a high-density affordable housing development on Baker Street.

On January 23, 2024, the City Council approved a Put Option Agreement with California Land Acquisition Fund Holding IV LLC for the purchase of the private property located at 325 Baker Street to support parking needs for the proposed affordable housing development along Baker Street. On June 17, 2025, California Land Acquisition Fund Holding IV LLC closed escrow on the property at 325 Baker Street for a total purchase price of $595,000 and escrow and closing costs of $40,065. This action authorizes the City Administrator to execute Amendment No. 1 to the Put Option Agreement with California Land Acquisition Fund Holding IV LLC for the purchase of the property at 325 Baker Street.

Recommendation:
Recommended Action: It is recommended that the City Council take the following actions:

1. Approve Amendment No. 1 to the Put Option Agreement with California Land Acquisition Fund Holding LV LLC for the purchase of 325 Baker Street for a future Affordable Housing Development along Baker Street; and
2. Authorize the City Administrator and/or her designee to execute all the necessary documents in a form approved by the City Attorney.

Strategic Plan Statement:
This item is consistent with the City Council approved 5-Year Strategic Goal to Promote Community and Economic Development under Objective #3.9, which is to facilitate Affordable Housing along Baker Street.

Discussion:
On July 18, 2017, the City Council adopted the Old Town Revitalization Plan (Plan) and related Zone Change and General Plan Amendment. Adoption of the Plan and associated documents will improve and position the City's historic center to better connect with other areas of the City, while improving the Old Town itself. Old Town Placentia is an asset to the City and is poised to be one of the City's key destinations. The Plan will enhance the historic and economic importance of the area by creating a cohesive walkable historic village with retail, restaurants, offices, and residential development. The Baker Street properties described within the RFP are located in the Plan area and are designated for high-density residential development at a maximum density of 65 dwelling units per acre. This area is zoned for a maximum building height of four stories (55 feet) located along Baker Street, located just north of the BNSF railroad tracks, west of Melrose Street and east of Walnut Avenue.

The Request for Proposals (RFP) was released on February 6, 2023 with a submission deadline of March 20, 2023. A total of four (4) firms met the deadline. The RFP included the City's desire to develop a high-quality, 100% affordable rental housing development that achieves various objectives including adding additional phases as adjacent parcels become available.

On April 3, 2023, the Evaluation Committee consisting of the Keyser Marston Staff, Director of Development Services and the Deputy Director of Administrative Services reviewed and scored the four proposals received. The Evaluation Committee agreed that Mercy Housing would be the best qualified developer to construct and operate a high-quality affordable housing development along Baker Street. On April 19, 2023, the Housing, Community and Economic Development Ad-Hoc Committee reviewed the proposals and the recommendation of the Evaluation Committee. The Ad-Hoc Committee also agreed to recommend Mercy Housing as the top selected proposal to the City Council. On May 16, 2023, the City Council convened in Closed Session to review the recommendations and directed Staff and the City Attorney's Office to begin negotiations with Mercy Housing on the financing and development of the site.

Subsequently on June 6, 2023, the City Council agreed to authorize the City Administrator to enter into a Land Purchase Option Agreement with Mercy Housing for development and operation of a high-density affordable housing development on Baker Street.

On January 23, 2024, the City Council approved a Put Option Agreement with California Land Acquisition Fund Holding IV LLC for the purchase of the private property located at 325 Baker Street to support parking needs for the proposed affordable housing development along Baker Street. On June 17, 2025, California Land Acquisition Fund Holding IV LLC closed escrow on

the property at 325 Baker Street for a total purchase price of $595,000 and escrow and closing costs of $40,065. This action authorizes the City Administrator to execute Amendment No. 1 to the Put Option Agreement with California Land Acquisition Fund Holding IV LLC for the 325 Baker Street property.

The Put Option Agreement stipulates that if Mercy Housing determines it is not feasible to construct and expand the Affordable Development at 325 Baker Street after four (4) years, Mercy Housing shall have the option to require the City to purchase the Property, subject to the terms set forth in this Agreement. This includes the purchase price for the Property (the "Purchase Price") shall be equal to (i) $595,000 (the purchase price paid by Mercy Housing to acquire the Property), plus (ii) $40,065 in owner acquisition costs, plus (iii) one-half (1/2) of all insurance costs, real property taxes, maintenance costs, interest payments under the Mercy Housing Loan and other reasonable out-of-pocket costs and expenses incurred by Mercy Housing in connection with its ownership of the Property prior to the Closing. The final Purchase Price required by the City will be based on actual costs realized during the duration of the Option Term. A subsequent amendment to this Agreement will be prepared to establish a final Purchase Price based on actual costs incurred by Mercy Housing. In no event, shall the Purchase Price exceed $760,011.

Fiscal Impact Summary:
The City's financial commitment is subject to the development feasibility of the affordable housing development at Baker Street. If after January 2028, it is determined that this is not feasible to construct and expand the affordable housing development at 325 Baker Street, Mercy Housing shall have the option to require the City to purchase the Property. This includes the purchase price for the Property (the "Purchase Price") shall be $595,000, plus $40,065 in owner acquisition costs, and one-half (1/2) of all insurance costs, real property taxes, maintenance costs, interest payments under the Mercy Housing's Loan with California Land Acquisition Fund Holding IV LLC. In no event, shall the Purchase Price exceed $760,011.

Attachments
Amendment_No._1_to_Put_Option_Agreement_with_ California Land Acquisition Fund Holding LV LLC.docx

AMENDMENT NO. 1 TO THE CITY OF PLACENTIA
PUT OPTION AGREEMENT
WITH CALIFORNIA LAND ACQUISITION FUND HOLDING IV LLC

This Amendment No. 1 to the Put Option Agreement is made and entered on the 2nd day of September 2025, by and between the CITY OF PLACENTIA, a Charter City and municipal corporation ("City"), and CALIFORNIA LAND ACQUISITION FUND HOLDING IV, LLC, a California Limited Liability Company ("OWNER"). City and Owner are sometimes hereinafter individually referred to as "Party" and or collectively referred to as the "Parties."

R E C I T A L S

(i) The City and Owner entered into a Put Option Agreement ("Agreement") effective January 23, 2024 to describe the Owner's desire to acquire fee title to that certain real property commonly known as and located at 325 Baker Street, as more fully explained in the Agreement.

(ii) The Parties desire to amend the Agreement to provide for changes in the term of the Agreement.

(iii) All legal prerequisites to the making of this Amendment No. 1 have occurred.

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

1. Section 3.b. of the Agreement states the following:

3.b. Purchase Price: Post-Closing Payment. The purchase price for the Property (the "Purchase Price") shall be equal to (i) $595,000.00 (the purchase price paid by Owner to acquire the Property), plus (ii) all reasonable out-of-pocket costs and expenses incurred by Owner in connection with its acquisition of the Property (the "Owner Acquisition Costs"), plus (iii) one-half (1/2) of all insurance costs, real property taxes, maintenance costs, interest payments under the Owner Loan and other reasonable out-of-pocket costs and expenses incurred by Owner in connection with its ownership of the Property prior to the Closing (the "Owner Carrying Costs"). The City shall deposit the Purchase Price into escrow prior to the Closing Date. In no case shall the City payment obligation for the Purchase Price exceed $761,587. The Parties agree that upon close of escrow for the original purchase and establishment of the final original purchase interest rate, an amendment to this Agreement will be prepared to establish a revised not to exceed Purchase Price based on that final interest rate, provided such revised Purchase Price does not exceed $761,587.

2. Pursuant to the last sentence of Section 3.b. of the Agreement, Section 3.b. of the Agreement is hereby amended to add the following paragraph:

On June 17, 2025, Mercy Housing closed escrow on the Property with a purchase price of $595,000 and $40,065 in escrow fees and environmental costs, for a total revised purchase price of $635,065. Shall the Owner determine it is not feasible to construct the Development at the end of the Option Term, Owner shall have the option to require the City to purchase the Property in

the amount not to exceed $635,065 plus one-half of Owner's Carrying Cost. The final Purchase Price required by the City will be based on actual costs realized during the duration of the Option Term. An amendment to this Agreement will be prepared to establish a final Purchase Price based on actual costs incurred by Owner. In no event, shall the Purchase Price exceed $760,011.

(iv) The Agreement, all amendments together with this Amendment No. 1 and all Exhibits attached thereto, if any, 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.

(v) 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 Professional Services Agreement to be executed as of the day and year first above written.

CALIFORNIA LAND ACQUISITION FUND
HOLDING IV LLC

By: _____ Date: _____

CITY OF PLACENTIA

By: _____ Date:_____
Jennifer Lampman,
City Administrator

ATTEST:

By: _____ Date:_____
Robert S. McKinnell,
City Clerk

APPROVED AS TO FORM:

By: _____ Date:_____
Christian L. Bettenhausen,
City Attorney

Agenda Item No: 1.i

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 2, 2025
Submitted by: Joe Lambert
From: Development Services

Subject:
Consideration of a Resolution limiting the use of the City's power of eminent domain

Financial Impact:
Fiscal Impact:
No Impact

Summary:
Under the California Constitution and State law, the City is authorized to acquire property by eminent domain. One of the prerequisites to acquiring property through the use of eminent domain is that the property must be taken for a public use. Prior to moving forward with an eminent domain action, the City Council is required to adopt a Resolution which sets forth the public use and the necessity for eminent domain. Adoption of Resolution R-2025-44 would limit the use of the City's power of eminent domain.

Recommendation:
Recommended Action: It is recommended that the City Council take the following action:

1. Consider adoption of Resolution R-2025-44, a Resolution of the City Council of the City of Placentia, California, setting forth its position limiting the City's Use of Eminent Domain Power.

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

Increase Community Engagement (Goal 4), as this item is brought forward to City Council based on input received by residents who are concerned about the future use of eminent domain.

Discussion:
Under the California Constitution and State law, the City is authorized to acquire property by eminent domain. One of the prerequisites to acquiring property through the use of eminent domain is that the property must be taken for a public use. Prior to moving forward with an eminent domain action, the City Council is required to adopt a Resolution which sets forth the public use and the necessity for eminent domain.

In 2005, in the Kelo v. City of New London case, the United States Supreme Court upheld a

Connecticut State law that authorized the taking of private property for the sole benefit of another private person as a public use within the meaning of the Takings Clause of the Fifth Amendment. In response to that decision, in 2008, the voters of California passed Proposition 99 which added language to the California Constitution prohibiting the government from taking a single-family home for the purpose of conveying it to another private party.

If adopted, this Resolution would reaffirm the requirements of the California Constitution and further limit the City's ability to acquire property by eminent on property regardless of its current use, for the sole purpose of private economic development without the property owner’s consent.

Fiscal Impact Summary:
Fiscal Impact:
No Impact

Attachments
Resolution No. R-2025-44.docx

RESOLUTION NO. R-2025-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, SETTING FORTH ITS POSITION LIMITING THE CITY'S USE OF EMINENT DOMAIN POWER

A. Recitals.

WHEREAS, in 2025 in the *Kelo v. City of New London* case, the United States Supreme Court upheld a Connecticut State law that authorized the taking of private property for the sole benefit of another private person as a public use within the meaning of the Takings Clause of the Fifth Amendment; and

WHEREAS, in response to the Kelo case, in 2008, the voters in the State of California passed Proposition 99 which added language to the California Constitution prohibiting the government from taking a single-family home for the purpose of conveying it to another private party; and

WHEREAS, the City Council desires to confirm that limitation and reiterate its position that the City will not exercise its power of eminent domain for the sole purpose of private economic development without the property owner's consent; and

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

B. Resolution.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Placentia as follows:

SECTION NO. 1: The City Council hereby specifically finds that all the facts as set forth in the Recitals, Part A, of this Resolution are true and correct.

SECTION NO. 2: The City Council does hereby declare that the City will follow the provisions of the California Constitution in connection with its use of the power of eminent domain. Further, the City will not exercise its power of eminent domain on property regardless of its current use, for the sole purpose of private economic development without the property owner's consent.

ADOPTED AND APPROVED this 2nd day of September 2025.

_____
Kevin Kirwin, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

I, Robert S. McKinnell, City Clerk of the City of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 2nd day of September 2025 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.j

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 2, 2025
Submitted by: Andrew Gonzales
From: Development Services

Subject:
Acceptance of Historical Committee Member Resignation

Financial Impact:
Fiscal Impact:
None

Summary:
The City has received a letter of resignation from Historical Committee Member Natalie Ter-Nedden. This action accepts the above indicated resignation and extends the City's sincere appreciation for her service to the community.

Recommendation:
Recommended Action: It is recommended that the City Council take the following actions:

1. Accept the resignation of Natalie Ter-Nedden from the Historical Committee effective September 3, 2025; and
2. Update the City's master Commission/Committee vacancy list to include the vacancy on the Historical Committee.

Strategic Plan Statement:
This item is consistent with the City Council approved 5-Year Strategic Goals to:

Increase Community Engagement (Goal 4), as this action will accept the resignation of a Historical Committee member, resulting in an additional opportunity for a community member to serve on the Historical Committee and become engaged with the community. This item also furthers Goal 8 to Improve City Governance as the nine-member Historical Committee requires full membership to operate optimally, and this action accepts the resignation of a member and recommends the future appointment of one Historical Committee member, resulting in a full nine-member Committee established by City Council Resolution No. R-2014-29.

Discussion:
Natalie Ter-Nedden has served on the Historical Committee since 2023. During her tenure, she contributed meaningfully by participating in and completing numerous Committee tasks, assisting with the preparation of meeting minutes, and providing valuable input during agenda item discussions. Natalie has submitted her resignation from the Committee, as indicated in

correspondence dated July 24, 2025. Her resignation is due to her pursuit of higher education following her acceptance into the University of California, Berkeley.

Appointment to this and other vacancies are anticipated to be made as part of the City's Commission/Committee application/recruitment process.

Fiscal Impact Summary:
There is no fiscal impact.

Attachments
Natalie Ter-Nedden - Resignation Letter 7-24-25.pdf

From: Natalie Ter-Nedden
To: Andrew Gonzales
Subject: Official resignation
Date: Thursday, July 24, 2025 7:51:54 AM

EMAIL FROM EXTERNAL SOURCE

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

Hi Andrew!

This is my official email of resignation from the Placentia Historical Committee.

I've had a wonderful time and learned so much from this amazing experience and opportunity, thank you for all of your support!

Have a wonderful rest of your summer and good luck with the rest of your education!

Natalie Ter-Nedden

Agenda Item No: 1.k

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 2, 2025
Submitted by: Samantha Byfield
From: Public Works

Subject:
Award of Contract to CO Brothers, LLC, for the Old Town Facade Improvement Project at 330 West Santa Fe Avenue

Financial Impact:
Fiscal Impact:
Expense: $226,099.20 Total Contract Amount
$196,608.00 Construction Amount
$ 29,491.20 Construction Contingency
Budgeted: $229,179.00 FY 2024-25 CDBG Budget (204-40000-6315)

Summary:
The Fiscal Year (FY) 2024-25 Operating Budget includes Community Development Block Grant (CDBG) funds for a façade improvement project. The project includes improvements such as new signage, awnings, exterior lighting, windows, façade treatments and masonry repairs. The project was publicly solicited, and four responsive bids were received on July 17, 2025. Staff recommends that the City Council award a contract to CO Brothers, LLC, in the amount of $196,608. In addition to the construction cost, there is a 15% construction contingency amount of $29,491.20 included to cover unforeseen conditions and to address possible asbestos remediation within the existing project budget. The total construction contract cost including the contingency amount is $226,099.20.

Recommendation:
Recommended Action: It is recommended that the City Councill take the following actions:

1. Award a Public Works Agreement to CO Brothers, LLC, for the Old Town Facade Improvement Project located at 330 West Santa Fe Avenue, Mi Casita Restaurant, in the amount of $196,608; and
2. Reject all other bids received and authorize the return of the bid bonds; and
3. Authorize the City Administrator to approve contract change orders up to 15% or $29,491.20 for a total construction contract not-to-exceed amount of $226,099.20; and
4. Authorize the City Administrator and/or her designee to execute all necessary documents, in a form approved by the City Attorney.

Strategic Plan Statement:
This item is consistent with the City Council approved Five-Year Strategic Goal 6 to Improve City Beautification under Object 6.3, which is to allocate more funding for façade improvement

projects within eligible census tracts.

Discussion:
On December 5, 2017, the City Council formally approved the Old Town Placentia Façade Improvement Program (Program). The Program provides financial assistance in the form of a grant to commercial properties and/or business owners to make façade improvements to the exterior of commercial buildings located within the Old Town Placentia District (Old Town). To date, the Program has funded a total of five façade improvements, three of which included new murals on buildings that serve as bookends to the core historic portion of Old Town. The overall goal of the Program is to promote Old Town as a positive venue for quality business, incentivize property and business improvements, and enhance local economic growth.

The next proposed project under the Program will renovate the existing building façade of the commercial property located at 330 West Santa Fe Avenue, Mi Casita Restaurante. The proposed improvements include replacement of existing storefront windows, frames and hardware; replacement of existing lighting with new LED light fixtures at the exterior; new architectural and decorative foam and cast concrete; and new painting of exterior walls and decorative façade elements.

Bids for the project were publicly solicited and on July 17, 2025, the City received eight responsive bids. The results are displayed in the table below.

Contractor	Bid Amount
CO Brothers LLC	$196,608.00
YMC	$204,590.00
Aza Construction	$204,623.31
Union Construction Company	$230,349.67
Premo Constuction Inc	$242,560.74
Harbor Coating and Restoration	$263,489.00
US Builders and Consultants Inc	$419,200.00

A total of nine bids were received, however, after review, one bid was deemed nonresponsive. Based on a review, it was determined that CO Brothers, LLC, submitted the lowest responsive and responsible bid. Staff recommends that City Council award a construction contract to CO Brothers, LLC, for the Old Town Facade Improvement Project.

Fiscal Impact Summary:
The total construction for this project amounts to $226,099.20. The cost includes the $196,608 bid amount as well as the construction contingency in the amount of $29,491.20. A total of $229,179 was budgeted in the FY 2024-25 CDBG grant funds for this project. As such, sufficient funds exist for the recommended actions.

Attachments
Public Works Agreement with CO Brothers USA

CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
Old Town Façade Improvement Project

THIS AGREEMENT (herein "Agreement") is made and entered into this 2nd day of September, 2025 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and CO Brothers, LLC. (herein "Contractor"). The parties hereto agree as follows:

W I T N E S S E T H :

A. WHEREAS, City requires the construction of Old Town Façade Improvements as set forth more fully in this Agreement.

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

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

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

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

1.0 DEFINITIONS

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

(a) Contractor. Contractor shall mean CO Brothers, LLC. a (California corporation, partnership, individual) located at 6604 Doolittle Ave, Riverside, CA, 92503.

(b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman Ave., Placentia, California 92870.

(c) City Council. City Council shall mean the City Council of the City of Placentia.

(d) Contract Officer. Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.

(e) Services. Services shall mean the services to be performed by the Contractor pursuant to this Agreement.

(f) Satisfactory. Satisfactory shall mean satisfactory to the City Administrator or his/her designee.

2.0 SERVICES OF CONTRACTOR

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

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

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

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

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

2.6 Standard of Performance. Contractor, its subcontractors, and their employees, in the performance of Contractor's work under this Agreement, shall be responsible for exercising the

degree of skill and care required by customarily accepted good professional practices and procedures used in the Contractor's field.

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

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

1. Contractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of City. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to the City;

2. The City shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and

3. The City shall have the option to direct Contractor not to re-perform any task which was not performed to the reasonable satisfaction of the City Project Manager pursuant to application of (1) and (2) above. In the event the City directs Contractor not to re-perform a task, the City shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the City's right to reimbursement.

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

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

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

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of ten percent (10%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less, may be approved

by the Contract Officer. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

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

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Two Hundred Twenty-Six Thousand, Ninety-Nine Dollars and 20/100 ($226,099.20.(herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

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

4.0 PERFORMANCE SCHEDULE

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

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

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

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than December 15, 2025, unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

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

CO Brothers, LLC.
Attn: An Bang Luo
6604 Doolittle Ave.
Riverside, CA, 92503

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

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

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

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

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

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

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

(a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and

generally recognized as inherent in work of the character provided for in the contract.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.

(c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

6.0 INSURANCE, INDEMNIFICATION, AND BONDS

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

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

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

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

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

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies

the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

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

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

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

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

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

(b) Contractor will promptly pay any judgment rendered against the City, its officers, officials, employees, agents, or volunteers for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors', or invitees') negligent performance of or failure to perform such work, operations, or activities hereunder; and Contractor agrees to save and hold the City, its officers, officials, employees, agents, and volunteers harmless therefrom.

(c) In the event the City, its officers, officials, employees, agents, or volunteers are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the

City, its officers, officials, employees, agents, or volunteers any and all costs and expenses incurred by the City, its officers, officials, employees, agents, or volunteers in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.

(d) Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any State or Federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

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

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

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

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

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

7.0 RECORDS AND REPORTS

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

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

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

7.4 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information, and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 7924.510, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without

limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

8.0 GENERAL PROVISIONS

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

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

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

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.3 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

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

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

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

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

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City Five Hundred Dollars ($500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit "A") or Schedule of Performance (Exhibit "B"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

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

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

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

To Contractor: CO Brothers, LLC
6604 Doolittle Ave.
Riverside, CA, 92503
Attn: An Bang Luo

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

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

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

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

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

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

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

(a) Unauthorized Aliens. Contractor hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.

(b) E-Verify. If Contractor is not already enrolled in the U.S. Department of Homeland Security's E-Verify program, Contractor shall enroll in the E-Verify program within fifteen (15) days of the effective date of this Agreement to verify the employment authorization of employees assigned to perform work hereunder. Contractor shall verify employment authorization within three (3) days of hiring a new employee to perform work under this Agreement. Information pertaining to the E-Verify program can be found at http://www.uscis.gov, or access the registration page at https://e-verify.uscis.gov/enroll. Contractor shall certify its registration with E-Verify and provide City its registration number within sixteen days of the effective date of this Agreement. Failure to provide certification will result in withholding payment until full compliance is demonstrated.

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

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

8.19 PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement

System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

CITY OF PLACENTIA,
A municipal corporation and Charter City

_____ Date: _____
Kevin Kirwin, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

CONTRACTOR:

An Bang Luo Date: 08/25/2025
Signature

AN BANG LUO, CEO
Name and Title

82-2258955
Social Security or Taxpayer ID Number

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____
Gabriel Guerrero-Gabany, Project Manager

DEPARTMENTAL APPROVAL:

_____ Date: _____
Chris Tanio, Director of Public Works

(Use of City Form is Required)

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

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

_____

_____

_____

Business Address:

_____

_____

_____

Telephone Number: _____

Date: _____

Print Name: _____
Principal

Signature: _____
Title

TAX IDENTIFICATION NUMBER

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

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

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

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

Exempt: Yes___ No X Telephone (626) 535-3841

CORPORATION: Co Brothers LLC

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

IRS CODE #501 TAX-EXEMPT ORGANIZATION: 82-2258955

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____ (Explain)

Signature/Title: AnBang Luo C.E.O Date: 08/25/2025

BID GUARANTEE

TO THE CITY OF PLACENTIA
PROJECT NO. _____

As a material inducement to the City to award the contract for Project No. _____ to _____, the undersigned ("Guarantor") has agreed to enter into this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed by law the following work included in this project: _____ ("the work").

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

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

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

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

Guarantor

Date: 08/25/2025

Contractor: Co Brothers LLC

By: [signature]

Title: C.E.O

STATEMENT OF NON COLLUSION BY CONTRACTOR

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

a. That all statements of fact in such bid or proposal are true.

b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation.

c. That such bid or proposal is genuine and not collusive or sham.

d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Placentia or of any other bidder or anyone else interested in the proposed procurement.

e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal.

f. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else.

g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Placentia, or to any person or persons who have a partnership or their financial interest with said bidder in his business.

h. Did not provide, directly or indirectly to any officer or employee of the City of Placentia any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.

i. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of Placentia either currently or within the last two (2) years.

j. That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any State or Federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

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

On Aug 25, 2025 at 6604 Doolittle AVE California.

Firm Co Brothers LLC

Street Doolittle AVE

City Riverside State Ca Zip 92503

AnBang Luo
(Signature)

AN BANG LUO
(Print Name & Title)

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

SCHEDULE OF PERFORMANCE

EXHIBIT C

INSURANCE REQUIREMENTS

EXHIBIT C

INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance

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

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

1. Commercial General Liability Insurance

- Commercial general liability insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Minimum Limits: $2,000,000.00 per occurrence; $4,000,000.00 general aggregate; $4,000,000.00 products/completed operations aggregate. The aggregate limit, encompassing the above coverage, shall apply separately to this project/location. The required limits may be provided by a combination of general liability insurance and commercial excess or umbrella liability insurance. If Contractor maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Contractor.
- Any deductible or self-insured retention shall be shown on the certificate of insurance. If the deductible or self-insured retention exceeds $25,000.00, it must be approved in advance by City. Contractor is responsible for any deductible or self-insured retention and shall fund it upon City's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving City.
- Coverage shall be continued for three (3) years after completion of the work.
- City shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. City shall continue to be an additional insured for completed operations for three (3) years after completion of the work. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; and one of the following ISO completed operations forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.
- The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products/completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

- The policy shall cover inter-insured suits and include a "separation of insureds" or "severability" clause which treats each insured separately.
- The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- The policy shall not contain a contractors' warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.
- Required evidence of coverage:
  1. Copy of the endorsements naming the City of Placentia, its officers, officials, employees, agents, and volunteers as additional insureds;
  2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
  3. Properly completed certificate of insurance; and
  4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.

2. Business Automobile Liability Insurance

- Minimum Limit: $2,000,000.00 combined single limit per accident.
- Coverage shall apply to all owned, hired, leased, and non-owned vehicles.
- City shall be endorsed as additional insured.
- Required evidence of coverage:
  1. Copy of the endorsement naming the City of Placentia, its officers, officials, employees, agents, and volunteers as additional insureds; and
  2. Properly completed certificate of insurance.

3. Workers' Compensation & Employer's Liability Insurance

- Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employer's liability with limits of $1,000,000.00 per accident; $1,000,000.00 disease per employee; $1,000,000.00 disease per policy.
- The policy shall include a written waiver of the insurer's right to subrogate against City.
- Required evidence of coverage:
  1. Subrogation waiver endorsement; and
  2. Properly completed certificate of insurance.

4. Contractor's Pollution Liability Insurance

- Minimum Limits: $2,000,000.00 per pollution incident; $2,000,000.00 policy aggregate.
- Coverage shall apply to pollution incidents at or from any location at which Contractor

is performing work under this Agreement.

- Any deductible or self-insured retention shall be shown on the certificate of insurance. If the deductible or self-insured retention exceeds $25,000.00, it shall be approved in advance by City. Contractor is responsible for any deductible or self-insured retention and shall fund it upon City written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving City.
- City shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Additional insured status shall continue for three (3) years after completion of the work.
- The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- The insurance shall be continued for three (3) years after completion of the work.
- Required evidence of coverage:
  1. Copy of the endorsement naming the City of Placentia, its officers, officials, employees, agents, and volunteers as additional insureds;
  2. Copy of the endorsement or policy language indicating that coverage for the additional insureds is primary and non-contributory; and
  3. Properly completed certificate of insurance.

5. Surety Bonds

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

6. Standards for Insurance Companies

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

B. Documentation and Other Provisions

1. The certificate of insurance shall include the following reference: Old Town Façade Improvements
2. The name and address for additional insured endorsements and certificates of insurance is: City of Placentia, 401 E. Chapman Ave., Placentia, CA 92870.
3. **Defense fees and costs shall not deplete the limits of any insurance provided under this Agreement.**
4. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure the City is an additional

insured on insurance required from subcontractors.

5. Contractor agrees to waive and to obtain endorsements from insurers waiving subrogation rights against the City of Placentia, its officers, officials, employees, agents, and volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their insurance policies.

6. The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy.

7. Coverage shall be on a standard occurrence form. Claims-made forms are not acceptable. Modified, limited, or restricted occurrence forms are not acceptable.

8. Said policies shall not terminate, nor shall they be cancelled or coverage reduced, without at least thirty (30) days' written notice to the City. In the event of any cancellation or reduction in coverage or limits of any insurance, Contractor shall forthwith obtain and submit proof of substitute insurance. Should Contractor fail to immediately procure other insurance, as specified, to substitute for any cancelled policy or reduction in the required insurance limits, the City may procure such insurance at Contractor's sole cost and expense.

9. Current evidence of coverage shall be provided for the entire required period of insurance.

10. Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/26/2025

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	CONTACT NAME:	
KCAL Insurance Agency 2048 S. Hacienda Blvd., Hacienda Heights, CA 91745	PHONE (A/C, No, Ext): 626-333-1111	FAX (A/C, No): 626-369-7539
	E-MAIL ADDRESS: silvie.lee@kcal.net	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
CO BROTHERS LLC PO BOX 78805 CORONA, CA 92877	INSURER A : JAMES RIVER INSURANCE CO.	
	INSURER B : UNITED FINANCIAL CASUALTY COMPANY	
	INSURER C : SCOTTSDALE INDEMNITY COMPANY	
	INSURER D : EVANSTON INSURANCE COMPANY	
	INSURER E : WESTCHESTER SURPLUS LINES INSURANCE COMPANY	
	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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X DEDUCTIBLE:$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			00122753-3	10/07/2024	10/07/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY X SCHEDULED AUTOS NON-OWNED AUTOS ONLY			995025599	03/24/2025	09/24/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION$			CXS4052580	05/16/2025	10/07/2025	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
D E	Excess Liability Contractors Pollution Liability			EZXS3201245 G48716556001	05/16/2025 07/14/2025	10/07/2025 07/14/2026	$3M Each Occ $2M Each Pollution Condition	$3M Aggregate $2M Aggregate

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

PROJECT: OLD TOWN FACADE IMPROVEMENT PROJECT: 330 WEST SANTA FE AVENUE.
CITY OF PLACENTIA, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED IF IT IS REQUIRED BY A WRITTEN CONTRACT WITH RESPECT TO GENERAL LIABILITY PER FORM CG 2010 0413. BLANKET WAIVER OF SUBROGATION PER FORM CB5203US 01-17 AND BLANKET PRIMARY AND NON CONTRIBUTORY APPLIES PER FORM CB5204US 01-17.30. CANCELLATION AND NON RENEWAL TO SCHEDULED THIRD PARTY APPLIES PER FORM AP 1015US 01-17.
EXCESS LIABILITY: EVANSTON PROVIDES $3M EXCESS OVER SCOTTSDALE $5M LIABILITY.
PROOF OF INSURANCE. ALL TERMS AND CONDITIONS ARE BASED UPON THE ACTUAL POLICY.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Daphne Lee

Digitally signed by Daphne Lee
DN: cn=Daphne Lee, o=KCAL Insurance Agency, ou=KCAL, email=daphnel@kcalnet, c=US
Date: 2025.08.26 15:02:14 -07'00'

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/21/2025

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

Red Star Insurance Services Inc
An Affiliate of Panorama Insurance Associates Inc dba Professional Ins Associates
3380 La Sierra Ave Ste 104-692
Riverside CA 92503

CONTACT NAME:
PHONE (A/C, No, Ext): (951) 327-6755 **FAX (A/C, No):** (951) 327-6772
E-MAIL ADDRESS: services@redstarus.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sequoia Insurance Company	22985
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

CO BROTHERS LLC
6604 DOOLITTLE AVE
RIVERSIDE CA 92503

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SWC1582418	08/27/2025	08/27/2026	☒ 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)

Re: OLD TOWN FAÇADE IMPROVEMENT PROJECT: 330 WEST SANTA FE AVENUA

CERTIFICATE HOLDER

CITY OF PLACENTIA
401 EAST CHAPMAN AVENUE
PLACENTIA, CALIFORNIA 92870

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Cindy Foster

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Agenda Item No: 1.I

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 2, 2025

Submitted by: Aileen Munoz

From: Community Services

Subject:
Resolution Authorizing Application for Land and Water Conservation Fund Grant for McFadden Park Improvements

Financial Impact:
Fiscal Impact:
Expense: $900,000 (Park Impact Fees & Quimby Fees)
$900,000 (State Grant - Land Water Conservation Fund)
Total: $1,800,000
Revenue: $900,000 (Reimbursed by Land Water Conservation Fund)

Summary:
In August 2025, the California State Parks, Office of Grants and Local Services (OGALS) announced the availability of the Land and Water Conservation Fund (LWCF) grant program. The City of Placentia is applying for $900,000 in LWCF funds to complete renovations at McFadden Park.

In order to complete the LWCF grant application process, the City Council must adopt a resolution approving the project and certifying compliance with all program requirements.

Recommendation:
Recommended Action: It is recommended that the City Councill take the following actions:

1. Adopt Resolution No. R-2025-45, Resolution of the City Council of the City of Placentia, California Authorizing Application for Land and Water Conservation Fund Grant for McFadden Park Improvements; and

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

Strategic Plan Statement:
This item is consistent with the City Council approved 5-year Strategic Goal. The McFadden Park renovation project supports Goal #5 by enhancing public infrastructure such as sports fields, walking paths, and recreational amenities that meet the community's needs for safe, inclusive, and active spaces. It also advances Goal #6 by incorporating drought-tolerant landscaping, renovated picnic areas, and a public art mural that enhances the park's

appearance and overall city beautification.

Discussion:
The Land and Water Conservation Fund (LWCF) is a competitive grant program administered by the California State Parks, Office of Grants and Local Services (OGALS). The program provides funding for the acquisition and development of outdoor recreation areas and facilities to ensure public access to quality recreational resources. Projects funded through LWCF must be consistent with the Statewide Comprehensive Outdoor Recreation Plan (SCORP) and demonstrate long-term benefits to the community.

OGALS recommended that all agencies that previously submitted applications for the prior grant program, for which funding is no longer available, also submit applications for the LWCF program to maximize opportunities for funding. In response, City Staff submitted an application for improvements at McFadden Park. The proposed project consists of constructing a full-size soccer field, installing no-climb fencing along the wash, renovating the picnic area, adding a bocce ball court, creating a walking path with fitness QR codes, incorporating drought-tolerant landscaping, and completing a mural along the back side of the park. These improvements will enhance the recreational experience and increase accessibility for all users.

In order to move forward, the City Council must adopt a resolution authorizing the LWCF grant application and certifying compliance with program requirements. If awarded, the grant will provide significant cost savings to the City while delivering meaningful upgrades to the community's park system.

If awarded the grant, the City would initially cover the cost of the total project and be reimbursed 50% totaling $900,000

Fiscal Impact Summary:
The total cost of the proposed project is $1,800,000. There will be no fiscal impact to the Fiscal Year 25-26/26-27 General Fund budget as there are enough Park Impact funds to cover the total cost of the project. Should the City be awarded the grant, Staff will set up a project number and appropriate revenue and expenditures equal to the grant award.

Attachments
McFadden LWCF Grant Application.pdf
RESOLUTION NO. R-2025-45.docx

Title

City of Placentia - McFadden Park

08/05/2025

id. 51292382

by **Madelinne Villapando** in **2025 Land and Water Conservation Fund (LWCF) - Local Agency Application**

401 E. Chapman Ave.
Placentia, California
92870
United States
7149938233
mvillapando@placentia.org

Original Submission

08/05/2025

Please provide your Agency Name - Project Name	City of Placentia - McFadden Park
Requested Grant Amount - Maximum	$900,000
Requested Grant Amount - Minimum	$900,000
Match Amount	$900,000
Total Project Cost	$1,800,000
Project Site Name (Name of the Current or Proposed Park)	McFadden Park
Type of Project	Development
How many acres will be placed in LWCF protection?	3.9 Acres
Does your project site have a physical street address?	Yes
Project Site Street Address	900 S. Melrose St.
Project Site City	Placentia
Project Site Zip Code	92870

Project Site Nearest Cross Streets	Orangethorpe Ave and La Jolla Street
Project Site County	Orange
Authorized Representative	Lydie Gutfeld
Authorized Representative Position/Title	Director of Community Services
Authorized Representative Email Address	lgutfeld@placentia.org
Authorized Representative Phone Number	+17147474770
Application Contact	Aileen Munoz
Application Contact Email Address	aimunoz@placentia.org
Application Contact Phone Number	+17149938203
	Application Checklist Items The following sections are organized to follow the Application Checklist on page 17 of the Application Guide. For Checklist Items that require a form be uploaded, forms are available on the LWCF Program Application Process webpage.

Checklist Item #1 - LWCF Application Form

LWCF_Application_Form.pdf

Checklist Item #2 - Authorizing Resolution

Letter_of_Support-_LWCF.pdf

Checklist Item #3 - State Agency Certification Letter	This Checklist Item is not applicable to this Local Agency Competitive Cycle application.
Checklist Item #4 - Project Summary	Note: This Checklist Item is not scored. Provide a brief summary of the proposed project scope. List the recreation features and major support amenities that are proposed for the LWCF grant plus match. Then identify the Statewide Comprehensive Outdoor Recreation Plan (SCORP) Priority or Priorities that will be met through the project. Directions may be referenced on page 24 of the Application Guide.

1. Project Scope Summary	McFadden Park is a cornerstone of the community, providing essential programs and services that support an intergenerational and underserved population. However, the park's aging infrastructure and lack of modern amenities limit its ability to fully meet the needs of residents. To enhance accessibility, safety, and recreational opportunities, the proposed grant-funded improvements will bring significant upgrades to McFadden Park and its surrounding features. The project will introduce a variety of new amenities aimed at promoting active lifestyles and community engagement. Develop and construct a full-size soccer field. Install infrastructure for future sports field lighting by trenching the perimeter and key locations of the soccer field. Trenches will accommodate electrical conduit and junction boxes necessary to support future light pole installations, ensuring minimal disruption to the field surface once lighting is added. This soccer field will be constructed to provide dedicated space for youth and adult leagues, practices, and informal play, addressing the growing demand for accessible recreational sports facilities in the area. In addition, a decomposed granite walking track will wind through the park, lined with drought-tolerant trees and healing plants such as jasmine and rosemary. Along the walking path, fitness stations equipped with QR codes will provide access to instructional videos, encouraging residents of all ages to incorporate physical activity into their daily routines. Other enhancements include the addition of a bocce ball court, offering an accessible, low-impact activity that encourages intergenerational participation. A picnic shelter will also be constructed, creating a shaded, welcoming space for families and community members to gather, socialize, and enjoy outdoor meals and celebrations. To ensure a safe and welcoming environment, the project will include the installation of a no-climb fence along the wash adjacent to the park, helping to reduce potential hazards. Decorative solar lighting will also be added along the walking path, increasing visibility and improving safety during evening hours. These upgrades will transform McFadden Park into a more inclusive, functional, and vibrant public space—one that fosters wellness, connection, and community pride.

2. SCORP Priorities	The 2021-2025 SCORP should be used when aligning projects with California's LWCF priorities. These priorities can be found under the heading "2021–2025 SCORP Action Plan From Focus Group Findings," and are also included below. LWCF projects will address at least one of the following priorities: 1. New Park Access Create or expand parks in communities that lack sufficient park space. Create new parks within a half mile of underserved communities, or expand existing parks to increase the ratio of park acreage per resident in underserved areas. This may include innovative solutions such as acquiring private land from willing sellers such as vacant lots and blighted buildings, converting streets to create or expand parks, or converting closed schools. Acquire private land from willing sellers in natural areas to expand regional parks, or create new open space areas for outdoor recreation while preserving nature. 2. Multi-Use Parks Designed for All Age Groups in New or Existing Parks Construct recreation features designed to bring families together by supporting art and music, sports, and multi-generational activities. Construct recreation features for all age groups to support different active and passive recreation interests of all ages. Incorporate project design ideas from all age groups. 3. Health Design Goals for New or Existing Parks Include recreation features resulting from asking community members for their park design ideas for public health. 4. Safety and Beautification for New or Existing Parks Construct lighting for night-time use, or restrooms, landscaping, signs, or other enhancements to make the park appear welcoming and support longer hours of use. 5. Preservation Through the LWCF, place outdoor open space land under new LWCF protection (formerly called 6(f)(3) protection) for public recreation.
Select the SCORP Priority or Priorities that will be met by this project	Health Design Goals for New or Existing Parks Safety and Beautification for New or Existing Parks Multi-Use Parks Designed for All Age Groups in New or Existing Parks
How will this project meet the priority of Multi-Use Parks Designed for All Age Groups in New or Existing Parks?	The McFadden Park renovation is designed to serve people of all ages and abilities through a variety of inclusive, multi-use recreational features. A new full-size soccer field will provide much-needed space for organized youth and adult sports, practices, and casual play, supporting healthy lifestyles and community connection. For older adults, the park will feature a shaded picnic area to encourage social interaction and relaxation, along with a decomposed granite walking loop for safe, low-impact exercise. Intergenerational activities are encouraged through amenities like bocce ball courts and QR-coded fitness stations placed along the walking path, promoting physical activity and engagement for all age groups. By addressing the needs of youth in an underserved area, creating accessible environments for individuals with disabilities, and enhancing recreational opportunities for seniors, the McFadden Park renovation exemplifies a truly multi-use space that supports health, inclusion, and connection throughout the community.

How will this project meet the priority of Health Design Goals for New or Existing Parks?	The McFadden Park renovation directly supports Health Design Goals by addressing key community-identified public health needs through thoughtful and inclusive park design. Promoting Physical Activity: The renovation provides safe, accessible spaces for exercise, particularly benefiting youth, seniors, and individuals with disabilities. Key features include a full-size soccer field to support youth and adult leagues, community play, and active recreation. A decomposed granite walking loop with lighted bollards will promote walking, mobility, and low-impact exercise, bocce ball play, for users of all ages and abilities. Supporting Mental Health and Stress Reduction: To address high levels of stress and the need for calming green spaces, the project includes a healing garden planted with soothing species such as jasmine and rosemary, along with a shaded picnic area that fosters relaxation, social connection, and mental well-being. Enhancing Park Safety: Safety-focused design elements such as solar lighted pillars along the walking loop and no-climb fencing along the adjacent wash will increase visibility, reduce potential hazards, and foster a secure environment for all park users, encouraging regular use and peace of mind. Improving Environmental Health: The project will help combat urban heat and air quality issues by planting drought-tolerant shade trees such as California Sycamore and Coast Live Oak. These trees provide natural cooling, improve air quality, and contribute to a healthier outdoor setting. By integrating these features, the McFadden Park renovation advances public health through increased opportunities for physical activity, stress reduction, environmental sustainability, and community safety—essential elements of health-centered park design.

How will this project meet the priority of Safety and Beautification for New or Existing Parks?	The McFadden Park renovation directly advances the priority of Safety and Beautification by creating a secure, attractive, and welcoming environment for all users. Improved Lighting for Safety: Solar-powered lighted pillars will be installed along the walking loop to increase visibility during evening hours, helping deter negative activities and extend the safe use of the park into the night. This enhancement encourages greater community presence and supports evening recreation for families, seniors, and individuals of all ages. Landscaping and Visual Appeal: The park will be enhanced with drought-tolerant tree plantings and healing plants such as rosemary and jasmine, providing both shade and sensory benefits. These green elements not only contribute to environmental health but also create a calming, visually appealing setting. Additionally, a large cultural mural celebrating the community's heritage adds artistic value and fosters a strong sense of place and pride. Safety Infrastructure: A no-climb fence along the adjacent wash improves safety without compromising the park’s open feel. The design carefully balances visibility and security to protect children and families while maintaining a welcoming atmosphere. Together, these upgrades transform McFadden Park into a safer, more beautiful, and culturally meaningful public space. The renovation enhances both the physical safety and aesthetic quality of the park, supporting longer and more enjoyable visits, and ensuring the space remains accessible, engaging, and secure for the entire community.
Checklist Item #5 - Project Selection Criteria	This section starts on page 25 of the Application Guide, and covers Project Selection Criteria 1 - 8. Responses to this section will be scored using the rubrics in the guide, and must be complete before 5:00 p.m. on August 5, 2025.
	Project Selection Criteria #1 - Unmet Need Describe the need for the development by answering C and D below. A high priority project will address more than one of the SCORP Priorities identified above and will address an urgent unmet need compared to other statewide applications. Additional directions, including the scoring rubric, can be found on pages 26 - 27 of the Application Guide.

1.C. Why is this development a high priority project to serve the region, city-wide public, or neighborhood residents (based on the type of park and the SCORP/LWCF priorities described in the Project Summary)?	This project is a high priority because it directly responds to the SCORP and LWCF priorities by addressing critical needs for safety, inclusivity, cultural expression, and environmental sustainability in an underserved neighborhood. The City of Placentia has invested over $600,000 to renovate the playground and park restrooms for the community to enjoy, making this renovation crucial to providing recreational opportunities, programs and services, that will serve the region and neighborhood residents. The McFadden Park renovation prioritizes community input and aims to restore and enhance a vital public space that serves as a central gathering point for residents. By adding solar-powered lighting, strategic fencing, and shaded areas, the project promotes year-round safety and comfort especially important for vulnerable populations like children and the elderly. Additionally, the park's design intentionally reflects the cultural, historical, and ecological identity of the surrounding community, strengthening neighborhood pride and fostering a sense of place. Features such as a community-developed mural, fitness stations, and native landscaping not only beautify the space but also promote physical and mental well-being, in line with SCORP goals for equitable access and healthy lifestyles. In short, this renovation transforms McFadden Park into a safer, more inclusive, and environmentally conscious space that meets both city-wide public needs and the neighborhood’s unique priorities—making it an essential investment in long-term regional equity and resilience.

1.D. If this proposed development is not completed in the next five years, what effect will the continued lack of this proposed recreational opportunity(s) have on the region, city-wide public, or neighborhood residents?	If the McFadden Park renovation is not completed within the next five years, the community will continue to experience significant disparities in access to safe, culturally relevant, and environmentally resilient public space. Without the proposed safety improvements such as solar-powered lighting and secure fencing residents may feel unsafe using the park, particularly during evening hours, reducing overall use and reinforcing feelings of neglect in an already underserved area. The absence of shaded gathering spaces, fitness amenities, a full-size soccer field, and sustainable landscaping will also limit opportunities for physical activity, social interaction, and relief from extreme heat issues that are only expected to intensify due to climate change. The lack of a dedicated soccer field, in particular, will continue to restrict access to high-demand recreational space for youth and adults, depriving the neighborhood of vital health and community-building benefits. Moreover, delaying the integration of community-driven cultural features—such as the mural and heritage-focused design—will further disconnect residents from a space that should reflect and celebrate their identity. These missed opportunities to foster local pride and inclusion can lead to long-term disengagement with public spaces. This delay would not only hinder progress toward SCORP and LWCF priorities—such as promoting equity, safety, and community wellness—but also risk deepening the social, environmental, and health gaps experienced by the neighborhood. The opportunity to transform McFadden Park into a source of pride, unity, and resilience may be lost, further marginalizing a community in critical need of investment.
	Project Selection Criteria #2 - Type of Project Identify the type of project by checking the appropriate type below based on what will be accomplished with the grant plus matching funds. Brief additional directions and the scoring rubric can be found on page 27 of the Application Guide.
Identify the type of project	Development to improve an existing park
	Project Selection Criteria #3 - New Acreage Placed Under LWCF Protection Provide information about the park acreage to be placed under LWCF protection that is not currently under LWCF protection, if the grant is awarded. For an acquisition that will expand an existing park, the applicant can include the park acreage of the existing park, in addition to the proposed acquisition of that parcel(s), only if the existing park is not already under LWCF protection (formerly called 6(f)(3) protection). PARK acreage already under federal LWCF protection will not be considered as new acreage. Do not report or count the number of acres already under LWCF protection as part of the response. Please note, park acreage to be placed under federal LWCF protection should be consistent throughout the application. Additional directions and the scoring rubric can be found on page 28 of the Application Guide.

Number of acres to be placed under new LWCF protection:	3.9 Acres
	Project Selection Criteria #4 - Park Deficient or Economically Disadvantaged Area Please note, the Park Access Tool and Community Fact Finder report must be ran after February 1, 2025. Project sites that serve park deficient and/or economically disadvantaged areas are prioritized as part of California's Open Project Selection Process (OPSP). Applicants will use a Park Access Tool Report and a Community FactFinder Report to show how the project site meets one or more of the priorities below. The scoring rubric is found on page 29 of the Application Guide and additional technical assistance on getting the two reports can be found on page 42. Even if a project does not meet any of the priorities below, applicants will still upload the Park Access Tool Report and Community FactFinder Report used to determine the priority information below under Checklist Item #11.
Identify the Areas of Need	2.b. Project is in a City or County with a higher percentage than the state average of 61% of its residents living in areas with a ratio of less than three acres of parkland per 1,000 people (Park Access Tool).
Park Access Tool - Percentage of residents that live in areas with less than 3 acres of park space/open space per 1000 residents	81%
	Project Selection Criteria #5 - Population Served Explain how the project will benefit the health and wellness of older adults, at risk youth, and/or persons with disabilities. The response does not need to include demographic data. Rather, the response must describe how the project design specifically includes the recreational needs of older adults, at risk youth, and/or persons with disabilities. If the project is an acquisition, and the specific facility development plans are pending, explain how members of the underserved population will be involved in the development plans. Additional directions and the scoring rubric can be found on page 30 of the Application Guide.

How will this project serve older adults? List the specific recreation elements designed to serve this group.	The McFadden Park renovation is designed to support the health, mobility, and social well-being of older adults through several senior-friendly recreational elements. The Bocce Ball court and walking path will provide low impact recreational opportunities for the active aging population. The full size soccer field, when not in use by adult and youth groups, will provide walking-based fitness programs along its perimeter, and multigenerational events that foster inclusion and engagement across age groups. To encourage relaxation and social connection, a shaded picnic area will provide a comfortable and accessible gathering space, offering protection from sun exposure and a setting for informal social interaction. A decomposed granite walking loop will offer a safe, level, and accessible path that supports daily low-impact exercise, helping improve mobility and cardiovascular health. Additionally, the park will feature outdoor fitness stations with QR-coded instructions, allowing older adults to safely incorporate strength and flexibility exercises into their routine. Native and sensory-friendly landscaping—including healing plants like rosemary and jasmine—will contribute to a calming environment that supports both physical and mental wellness. Together, these features create a welcoming and inclusive park setting that encourages physical activity, relaxation, and community connection for seniors and individuals of all ages.
How will this project serve at risk youth? List the specific recreation elements designed to serve this group.	The McFadden Park renovation directly supports at-risk youth by creating safe, inclusive, and engaging recreational opportunities in an underserved neighborhood. A new full-size soccer field will provide a dedicated space for youth leagues, team practices, and casual play—offering structured, high-quality recreation that promotes physical activity, teamwork, and discipline. The decomposed granite walking loop and bocce ball court encourage movement and can foster positive intergenerational interaction, providing safe spaces for youth to engage with peers, mentors, and older community members. The walking path with surrounding landscape also provides educational opportunities in regards to health and wellness for the younger generation. Fitness trails with integrated QR codes offer a modern, interactive way for youth to independently explore exercise routines and build lifelong healthy habits. Additionally, the shaded picnic area will serve as a safe and comfortable social gathering space, supporting relationship-building and positive community engagement. These amenities collectively offer meaningful alternatives to risky behaviors, promoting the physical, emotional, and social development of at-risk youth while contributing to a stronger, more connected community.

How will this project serve persons with disabilities? List the specific recreation elements designed to serve this group.	The McFadden Park renovation is designed to create an inclusive recreational environment that supports individuals with disabilities, by creating opportunities for social interaction and fostering a sense of community and belonging. A new full-size soccer field will offer accessible, open space for inclusive sports programming and community events, ensuring that individuals of all abilities can participate in and enjoy recreational activities. In addition the soccer field can support participation for individuals with disabilities through activities that build coordination, confidence, and team work. Additionally, the decomposed granite walking loop will be constructed to accommodate mobility devices, offering a smooth, level, and safe path for walking, wheeling, and low-impact exercise. These designed pathways can ensure ease of movement, therefore promoting independence to this underserved group. Outdoor fitness stations along the path will include accessible features and QR-coded instructions to support independent use by people with varying physical abilities. The project also includes shaded gathering areas and sensory-friendly landscaping with healing plants like rosemary and jasmine, creating a calming and welcoming environment for individuals with sensory sensitivities. By providing natural environments along the walking path this project offers diverse sensory experiences that can be therapeutic and stimulating. These enhancements promote accessibility, inclusion, and physical activity for people of all abilities, ensuring that McFadden Park is a vibrant, welcoming space that truly serves the entire community.
	Project Selection Criteria #6 - Public Input Describe the process that led to the development of this proposal and how the public was involved within 5 years of the application deadline (August 5, 2025). See page 30 of the Application Guide for the scoring rubric.

Describe the process that led to the development of this proposal and how the public was involved within the last 5 years.	The development of the McFadden Park renovation proposal was driven by an inclusive, community-centered engagement process that prioritized input from a diverse cross-section of residents. Between February and March 2025, a series of in-person meetings and outreach events were held at accessible and familiar venues near McFadden Park to ensure participation and equitable representation of the community. The process began with a Saturday community meeting on February 15, 2025, at Oberle Gym, located adjacent to McFadden Park. Scheduled during the Placentia Youth Basketball program, this session was designed to maximize attendance by accommodating working families, seniors, and youth. The gym's central location, ADA compliance, and available parking made it an ideal venue for community dialogue. On February 18, 2025, a drive-thru event at Whitten Community Center offered a creative solution to reach residents facing time constraints or food insecurity. Attendees received food supplies while completing visual surveys prioritizing park amenities, effectively lowering barriers to participation. Targeted meetings followed to reach specific demographics. On February 26, a morning session was held at the Powell Building Senior Center to engage older adults in a comfortable and accessible setting. That evening, a second meeting at Whitten Community Center provided food and a family-friendly environment, encouraging input from working parents and multigenerational households. On February 28, another meeting was held at Whitten Community Center during a morning Zumba class to engage active residents in a casual setting. Photo displays of park elements sparked discussion and allowed attendees to visually prioritize amenities. Finally, on March 3, the city partnered with LOT 318, a community-based organization, to host an interactive workshop at their afterschool Homework Club. Children ages 6–12 were invited to draw their dream park and explore visuals of potential features, while parents shared ideas about improvements and their impacts on family life. Throughout all events, accessibility, scheduling convenience, and culturally appropriate engagement strategies were emphasized. A frequently requested feature was the addition of a full-size soccer field, intended to support youth and adult recreational programs, promote health and teamwork, and create a safe space for structured play in a historically underserved neighborhood. This inclusive process ensured that community voices—particularly those of underserved residents, youth, seniors, and individuals with disabilities—were central in shaping a proposal that reflects the community's vision, values, and priorities for McFadden Park.

	Project Selection Criteria #7 - Project Readiness Complete the following acquisition or development chart to identify project readiness based on the grant request. Additional directions and the scoring rubric can be found on page 31 of the Application Guide.
Development **Development Chart.xlsx**	
	Project Selection Criteria #8 - Applicant's Eligibility Describe applicant eligibility based on the grant experience questions below. Previous experience includes grants through the 2000 Bond Act (Prop 12), 2002 Bond Act (Prop 40), 2006 Bond Act (Prop 84), 2018 Bond Act (Prop 68), Recreational Trails Program, Habitat Conservation Fund, and/or Land and Water Conservation Fund programs. This criteria is not scored; however, if an applicant has any of the following ineligibility circumstances, the application will not be considered. An LWCF grant cannot be recommended to NPS under the following circumstances: Applicant is involved with an unresolved “conversion” as described in the LWCF park stewardship guide. Applicant has a recent track record of failing to complete or otherwise comply with grant and project operation/maintenance requirements of grant-funded sites administered by OGALS. Applicant has no track record of administering an OGALS grant, and, also has no track record of successfully administering an acquisition or development grant project with other funding sources. Additional directions can be found on page 32 of the Application Guide.
Has the applicant/applying agency administered a competitive bond act or federal grant with OGALS since 2000?	No, we have never administered a grant with OGALS.

8.B .What are the applicant's most recent successes from any funding source? List recent federal, state, and/or local acquisition or development grants successfully administered by the applicant for acquisition or development. Provide up to five examples that include the date of completion, funding amount, scope, and funding source.	The City of Placentia has successfully administered several recent development projects with funding from state sources, specifically through Proposition 68 grants. Below are three notable examples: La Placita Parkette Renovation: Completion Date: 2025 Funding Amount: $650,000 Scope: Renovation of the playground area, installation of new landscaping, and upgraded park amenities including seating, shade, and signage. Funding Source: California State Parks – Proposition 68 (Statewide Park Development and Community Revitalization Program) Jaycee Parkette Renovation: Completion Date: In Progress Funding Amount: $ Scope: Replacement and improvement of the playground, new landscaping, updated electrical systems, and refurbished park amenities. Funding Source: California State Parks – Proposition 68 Senior Center HVAC System Replacement: Completion Date: In Progress Funding Amount: $157,397 Scope: Complete replacement of the HVAC system at the Placentia Senior Center to improve energy efficiency, air quality, and comfort for older adults using the facility. Funding Source: California State Parks – Proposition 68 These projects demonstrate the City’s ability to successfully manage public funds, meet compliance and reporting requirements, and deliver high-impact improvements that directly benefit the community.

Checklist Item #6 - Detailed Budget Narrative

LWCF_Detailed_Budget_Narrative_rev.08.04.25.xlsx

Checklist Item #7 - CEQA Compliance

CEQA_Forms.pdf

Checklist Item #8 - Project Location Map

Project_Location_Map.pdf

Checklist Item #9 - LWCF Boundary Map

LWCF_McFadden_Boundary_Map.pdf

Checklist Item #10 - Photos of the Project Site

Photos_of_Site_Project_-_McFadden.pdf

Checklist Item #11 - Community FactFinder Report and Park Access Tool Report

ParkAccess_Report_Placentia.xlsx

CFF_Report_Project114759.xlsx

Checklist Item #14 - Land Tenure

ParcelMap_McFadden.pdf

974_S_MELROSE_STCA92870.pdf

Checklist Item #15 - Concept Level Site Plan

McFadden_Park_Site_Plan_.pdf

End of Application Checklist Items #1 - 15

Submit the application before 5:00 p.m. on August 5, 2025 Please only click the blue submit application button below when ready to submit. If there is no blue submit application button below, you are not the account owner and will not be able to submit the application. Applicants can email their National Park Service Federal Grants Project Officer, assigned by County, with any questions. Responses to the Project Selection Criteria must be complete before 5:00 p.m. on August 5, 2025. Revisions will not be accepted after that deadline. When the account owner clicks the blue submit button, an automated confirmation e-mail will be sent. Keep the confirmation e-mail for your records. If you click the submit button and do not receive an e-mail confirmation, please email your National Park Service Federal Grants Project Officer, assigned by County. The Project Officer will confirm receipt of your application and send you the confirmation e-mail for your records. In all cases the blue submit button below must be clicked by the account owner before August 5, 2025 at 5:00 p.m. Thank you for your participation in the Land and Water Conservation Fund grant program!

RESOLUTION NO. R-2025-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AUTHORIZING APPLICATION FOR LAND AND WATER CONSERVATION FUND GRANT FOR MCFADDEN PARK IMPROVEMENTS

A. Recitals

(i). WHERAS, the congress under Public Law 88-578 has authorized the establishment of a federal Land and Water Conservation Fund Grant-In-Aid program, providing matching funds to the State of California and its political subdivisions for acquiring lands and developing Facilities for public outdoor recreation purpose; and

(ii). WHERAS, the California Department of Parks and Recreation is responsible for administration of the program in the State, setting up necessary rules and procedures governing applications by local agencies under the program; and

(iii). WHERAS, the applicant certifies by resolution the approval of the application and the availability of eligible matching funds prior to submission of the application to the state; and

(iv). The City of Placentia wishes to delegate authorization to execute Program Supplement Agreement No. F015 to Administering Agency-State Agreement No. 12-5269F15, all future agreements and any amendments thereto to the City Administrator, and/or her designee.

B. Resolution

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY OF PLACENTIA HEREBY:

1. Approves the filing of an application for Land and Water Conservation Fund assistance for the proposed; McFadden Park Project

2. Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and

3. Agrees to abide by 54 U.S.C. §200305(f)(3) which requires, “No property acquired or developed with assistance under this section shall, without the approval of the Secretary, be converted to other than public outdoor recreation use. The Secretary shall approve a conversion only if the Secretary finds it to be in accordance with the then-existing comprehensive statewide outdoor recreation plan and only on such conditions as the Secretary considers necessary to ensure the substitution of other recreation properties of at least equal fair market value and of reasonably

equivalent usefulness and location."

4. Certifies that said agency has matching funds from eligible source(s) and can finance 100 percent of the project, which up to half may be reimbursed; and

5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

6. Appoints the City Administrator, Jennifer Lampman and/or her designee as agent of the applicant to conduct all negotiations and execute and submit all documents, including, but not limited to, applications, contracts, amendments, payment requests, and compliance with all applicable current state and federal laws which may be necessary for the completion of the aforementioned project.

APPROVED and ADOPTED this 2nd day of September 2025.

Kevin Kirwin, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 2nd day of September 2025 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: 3.a

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 2, 2025
Submitted by: Rosanna Ramirez
From: Administrative Services

Subject:
Placentia Public Safety Communications Center 2024 Annual Report

Financial Impact:
Fiscal Impact:
None

Summary:
On July 1, 2020, the Placentia Public Safety Communications Center began call processing and dispatching the City's new Fire and EMS services, in addition to handling the Placentia Police Department operations. This Report ("Report") is a summary of the work accomplished by the Placentia Public Safety Communications Center from January 1, 2024, through December 31, 2024.

Recommendation:
Recommended Action: It is recommended that the City Council take the following actions:

1. Receive and file a copy of the completed Placentia Public Safety Communications Center 2024 Annual Report.

Strategic Plan Statement:
This item is consistent with the City Council approved 5-Year Strategic Goal to Ensure that Public Safety Continues to be a High Priority under Objective #2.4, which is improve communication and operational efficiency between Police, Fire and Communications.

Discussion:
The Placentia Public Safety Communications Center completed an Annual Report (Report) for the period of January 1, 2024 through December 31, 2024. This past year the Communications Center triaged 58,000 calls which includes over 5,300 calls requesting medical and fire assistance. The Report gathers information about Communications Center activity throughout the year and is a produced publication that summarizes events, statistics, budget, and the Communications Center highlights and accomplishments. This Report was produced for the public to relay information about the Communications Center performance, accomplishments, and strategic goals for 2025.

Attachments
Presentation - 2024 Annual Report Final.pdf

PPSC 2024 Annual Report pamphlet.pdf

2024 Annual Report

Placentia Public Safety Communications

September 2, 2025

Prepared by Megan Heredia

ABOUT US

The City of Placentia's Public Safety Communications Center is responsible for answering all 9-1-1 emergency calls for police, fire, and emergency medical services within our community. The center operates continuously, 24 hours a day, seven days a week, and is staffed by a team of highly trained and dedicated Public Safety Dispatchers. These professionals play a critical role in ensuring that emergency resources are dispatched promptly and efficiently. They are committed to providing exceptional service to our residents, businesses, and visitors while supporting the mission of the city, our police, and fire departments.



OUR MISSION

The Public Safety Communications Center is dedicated to delivering superior service to the residents, businesses, visitors, and emergency responders of the City of Placentia. Serving as the vital link between the community and emergency responders, the Center upholds the highest standards of professionalism to protect life and property. Every call for help is met with accuracy, efficiency, and compassion, ensuring timely and precise information is relayed to support effective emergency response.

Personnel & Training

Staffing

The Communications Center staff includes 1 Manager, 3 Supervisors, 12 full time Dispatchers, and 3 part-time Dispatchers.

Training

This year, our staff successfully completed biennial recertification for Emergency Medical Dispatching (EMD) and Emergency Fire Dispatching (EFD). These recertifications ensure that our team stays current with the ever-evolving call processing standards in the public safety environment.

In addition to mandatory recertifications, our dispatchers actively participated in specialized fire department training, including Mayday exercises, to enhance response capabilities during emergency situations. They also engaged in Police Department-focused training, such as the Crisis Assessment Team (CAT) program and Control One training, which serves as the central point of contact for mutual aid coordination among all law enforcement agencies.

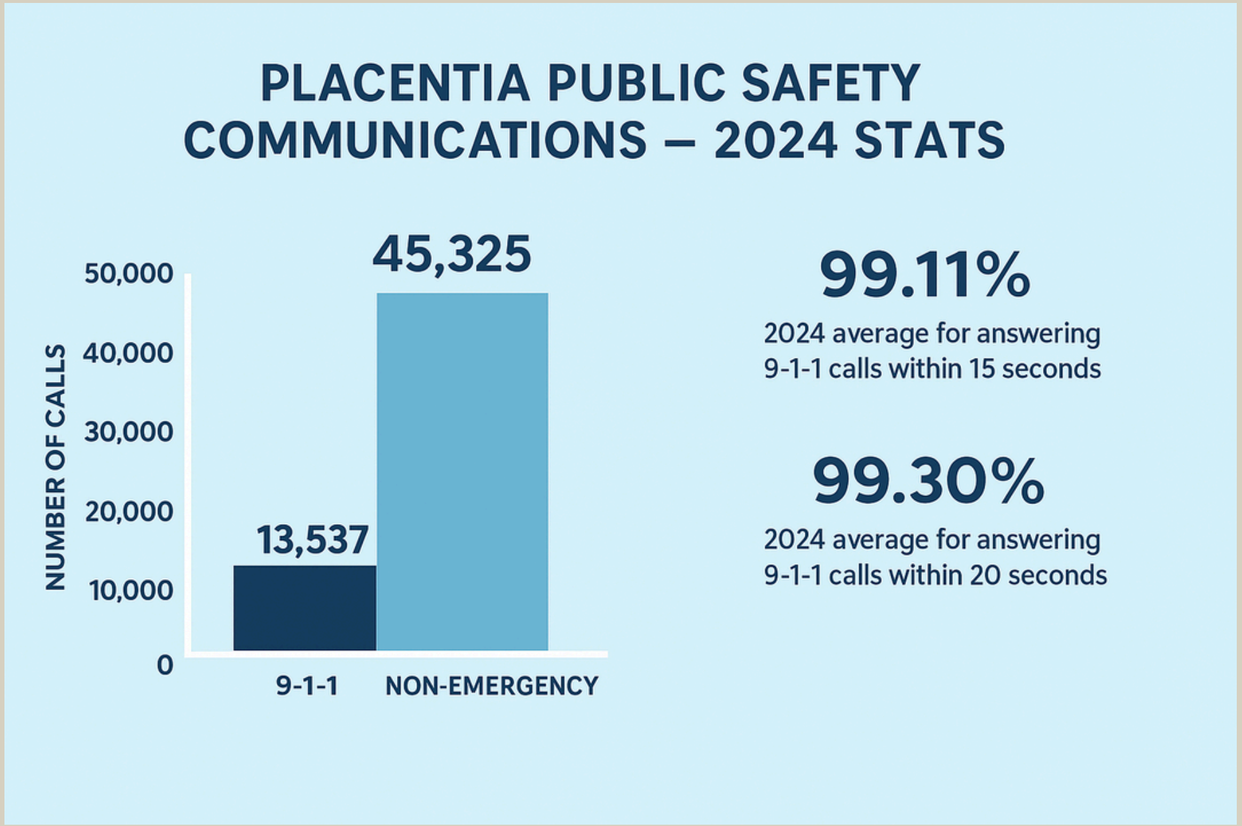


Call Processing

2025 Communications Center Call Statistics

- The Center answered and processed over 58,862 calls this year:
  - 13,537 9-1-1 calls
  - 45,325 non-emergency calls
- 9-1-1 Call Performance:
  - Each call met National Emergency Number Association (NENA) standards:
    - 90% of 9-1-1 calls SHALL be answered within 15 seconds
    - 95% of 9-1-1 calls SHOULD be answered within 20 seconds
  - Placentia Communications Center exceeded these standards:
    - 99.11% of calls answered within 15 seconds
    - 99.30% of calls answered within 20 seconds

Placentia continues to demonstrate exceptional responsiveness, surpassing national benchmarks.



Police Events



34,338 Calls For Service

Most of the Center’s activity consists of law enforcement operations.

- Dispatcher Responsibilities:
  - Answer incoming calls
  - Generate officer-initiated calls for service, such as traffic stops and patrol checks
  - Complete Department of Justice-related data entries
  - Handle all radio traffic
  - Run subjects for warrants and interpret the returns to provide critical information back to the Officers
- Software & Systems:
  - In addition to the 58,000 calls answered, staff entered 34,338 calls for service into the data system
  - Dispatchers are trained on a variety of systems, including:
    - GPS mapping
    - Text-to-911
    - Department of Justice data links
    - License plate readers
    - And other specialized public safety software

This highlights the complexity and scope of dispatch operations, showing the critical role the Center plays in daily law enforcement activities.

Fire Events

The Communications Center staff is responsible for dispatching our fire apparatuses to various fire-related calls for service. On a daily basis, we monitor the activity of:

- 1 Engine
- 1 Truck
- 2 Paramedic Units
- 1 Battalion Chief
- Ambulance transport vehicles

Over the course of the year, the Center processed 1,513 fire department-related calls for service, including:

- Service Calls: 368
- Fire Alarms: 290
- Traffic Collisions: 272

Mutual Aid Incidents
This year, we received 280 requests for mutual aid from surrounding fire agencies.

Structure Fires
The Communications Center processed 52 calls that met the criteria for a structure fire.



Medical Events



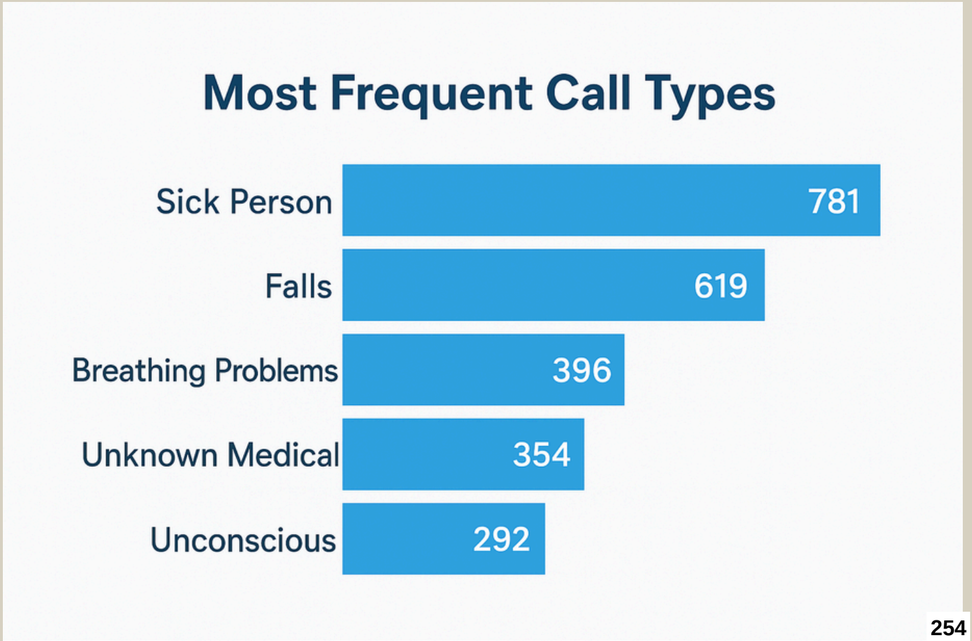
Our Communications Center worked closely with Lynch Ambulance to manage Advanced Life Support (ALS) medical events. Dispatchers manage all medical emergencies with a focus on delivering rapid response and positive community interactions.

Total Calls:

3,829 medical calls were answered and dispatched in 2024, up 7.47% from last year.

Life Saves:

- In 2024, 2 Life Savers were celebrated for successful CPR instructions given over the phone, assisting in the Chain of Survival.



Accomplishments



2024 Highlights

IAED Accreditation

- Our proudest achievement this year was earning accreditation through the International Academies of Emergency Dispatch (IAED). Agencies must complete 20 tasks to demonstrate compliance with the Academy's standards. We are the only accredited center in Orange County.

Public Outreach

- Created a public service announcement on how to call 9-1-1 (available on YouTube)
- Produced a recruitment video
- Continued participating in school career days to educate our youth
- Participared in various city events such as National Night Out, Citizen's Academy, Trunk or Treat, CERT course, just to name a few

Wellness

POST Organizational Wellness Program

In July, our Manager submitted an application to participate in the California Peace Officer Standards & Training (POST) Wellness Initiative for state law enforcement agencies.

Placentia's Dispatch Center was selected as one of the first 60 agencies to join the program.

One of our team members completed a week-long training course to become our Organizational Wellness Coordinator.

By December, our Wellness Team was created. We launched a Fitbit activity tracking program, scheduled our first team neeting, and surveyed staff to identify key areas of focus.



Goals

- Staffing: Fill all current full-time and part-time dispatcher vacancies.
- Field Collaboration: Continue providing opportunities for field responders to participate in dispatch center sit-alongs.
- Community Outreach: Expand engagement efforts to additional senior living facilities within the city.
- Technology: Implement software upgrades, including Next-Gen 9-1-1.
- Quality Assurance: Launch a QA program specifically for police incidents.
- Facilities: Relocate operations to the new Public Safety Building.
- City Engagement: Continue participating in city-sponsored activities such as CERT, Citizen’s Academy, and National Night Out.
- Fire Response: Reformat fire-related call processing for greater efficiency.
- Accreditation: Begin the accreditation process with the Commission on Accreditation for Law Enforcement Agencies (CALEA).



Thank You



The Placentia Public Safety Communications Center employees would like to thank our City Council, City Administration, our public safety partners at Placentia Police Department, Placentia Fire & Life Safety, and the residents of our city for their continued support.

Placentia Public Safety
Communications Center

2024 ANNUAL REPORT

City of Placentia

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CITY COUNCIL



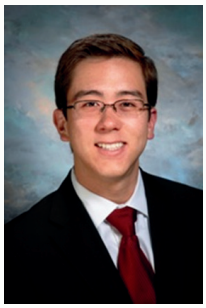
Kevin Kirwin
Mayor
District 2



Chad Wanke
Mayor Pro Tem
District 4



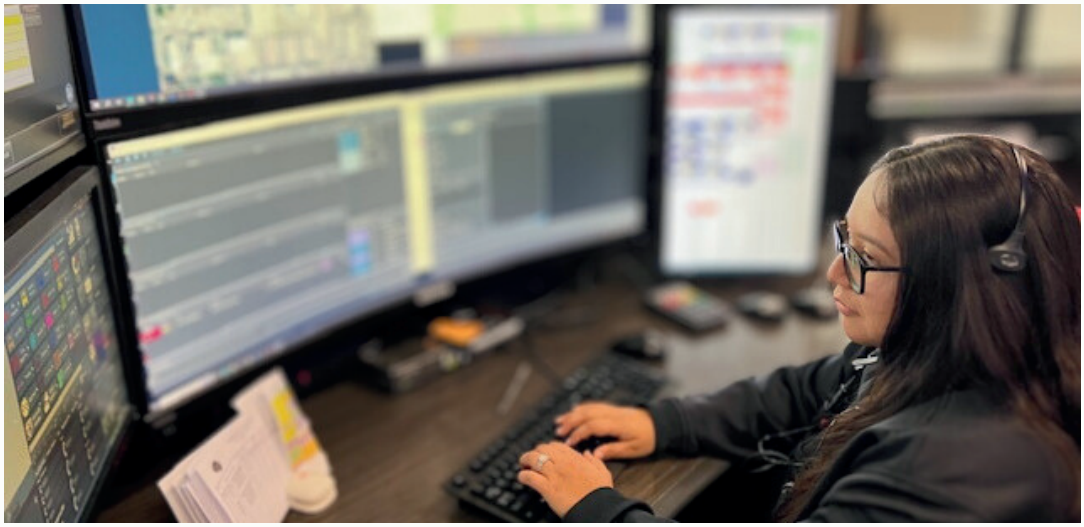
Thomas Hummer
Councilmember
District 1



Jeremy Yamaguchi
Councilmember
District 3



Ward Smith
Councilmember
District 5



ABOUT OUR CENTER

A dispatch center is the nucleus for all public safety operations. The center is staffed 24-hours a day, every day of the year. Our personnel is responsible for carrying out all police, fire and medical dispatching for our community.

Placentia's Communications Center is the only Accredited Center of Excellence in Orange County. We are highly trained in all aspects of our job. We treat each of our customers, both internal and external, with professionalism and respect.

Dispatchers are first to answer the call!

VISION & MISSION

Vision Statement

We aspire to become a communications center who is respected and admired by our public safety peers and the citizens of Placentia. We want to do the right thing, at the right time, for the right reason.

Mission Statement

Our Public Safety Communications Center is committed to providing exceptional service to the citizens and responders of the City of Placentia using the highest standards to protect life and property.

PERSONNEL & TRAINING

Staffing

The Communications Center staff includes 1 Manager, 3 Supervisors, 12 full-time Dispatchers, and 3 part-time Dispatchers.

To maintain 24-hour coverage in our dispatch center, we staff between 2 to 4 employees on any given shift. Staffing is dependent on activity levels and can be adjusted as necessary.



Training

This year, our staff members were required to recertify for Emergency Medical Dispatching (EMD) and Emergency Fire Dispatching (EFD). This biennial recertification allows us to keep up with the everchanging call processing standards within the public safety environment.

CALL PROCESING

The Communications Center answered and processed over 58,000 emergency and non-emergency phone calls throughout the year.

- 13,537 9-1-1 calls were processed
- 45,325 non-emergency phone calls were answered

Each of the 9-1-1 calls answered met the national standard for call answering, which is determined by the National Emergency Number Association (NENA). The standards of practice for answering 9-1-1 calls state:

- *90% of all 9-1-1 calls SHALL be answered within fifteen (15) seconds.*
- 95% of all 9-1-1 calls SHOULD be answered within twenty (20) seconds.

Placentia's Communications Center continues to exceed the national standard.

99.11% -2024 average for answering 9-1-1 calls within 15 seconds

99.30% -2024 average for answering 9-1-1 calls within 20 seconds.

When You Call Us, We Need Specific Information

1. Location of the event
2. What happened
3. Is there a time delay involved
4. Description of the subjects and/or vehicles
5. Any officer safety information available



POLICE EVENTS

Most of the Center's activity is law enforcement related. Our Dispatchers handle various aspects of police related events. Dispatchers answer phone calls, generate officer initiated calls for service like traffic stops and patrol checks, and complete various Department of Justice related data entries.

Call For Service Statistics



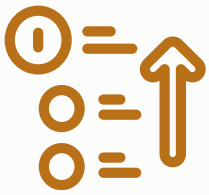
Between the 58,000 phone calls answered this year and dispatching officers on self-initiated activities, 34,338 calls for service were entered in our data system.

Software & Systems



Our staff members are trained to use various software systems which include GPS mapping, Text-to-911, Department of Justice data links, license plate readers & more.

Priority Events



Each call for service is issued a pre-determined call priority, which allows the incident to be dispatched based on severity of the event. Our team members aim to dispatch each call quickly and appropriately.

FIRE EVENTS

The Communications Center staff is responsible for dispatching our fire apparatus to various fire related calls for service. We monitor the activity of 1 Engine, 1 Truck, 2 paramedic units, 1 Battalion Chief, and ambulance transport vehicles on a daily basis.

Call Statistics



Over the course of the year, 1,513 total calls for service were entered that were fire department related.

Most Frequent Events



- Service Calls- 368
- Fire Alarms- 290
- Traffic Collisions- 272

Structure Fires



Our Communications Center processed 52 calls for service that met the criteria of a structure fire.

Mutual Aid Incidents



This year, we received 280 requests for mutual aid from our surrounding fire agencies.

MEDICAL EVENTS

Communications Center personnel works closely with our partners at Lynch Ambulance for our Advanced Life Support (ALS) medical events. Dispatchers answer and process all medical emergencies for our city. Together, we aim to provide a positive interaction and quick response to the community.

Call Statistics



This year, we answered and dispatched a total of 3,829 calls for service that were medical in nature. This number is an increase of 7.47 % from last year's total.

Most Frequent Events



- Sick Person- 781
- Falls- 619
- Breathing Problems- 396
- Unknown Medical- 354
- Unconscious- 292

Life Saves



Our personnel is celebrated when we successfully provide CPR instructions over the phone to assist in the Chain of Survival. In 2024, we proudly celebrated 2 Life Savers.

COMMUNITY OUTREACH

Where We've Been

During the course of the year our Dispatchers were able to participate in numerous outreach events which included:

- Trunk or Treat
- National Night Out
- El Dorado High School Career Day
- Kramer Middle School Career Day
- City of Placentia CERT Program
- Danish with a Dispatcher
- Emerald Isle Resident Education
- Cub Scout Event
- City of Placentia Citizen's Academy





What We've Done

Our staff remains grateful for the opportunities to share job knowledge and requirements with the community.

We also enjoy having visitors in our Dispatch Center, like the neighborhood Boy Scouts and Girl Scouts who are interested in seeing our work environment.

WELLNESS

POST Organizational Wellness Program

In July, our Manager submitted an application to participate in a wellness initiative that California Peace Officer Standards & Training (POST) offered to state law enforcement agencies. Placentia's Dispatch Center was selected as one of the first 60 agencies to participate. As part of this program, one of our team members was able to attend a week-long training course to become our Organizational Wellness Coordinator. The Coordinator is responsible for sharing knowledge about overall wellness with our staff, creating a wellness plan, composing a wellness team, and implementing various ideas to include wellness in our Communication Center's daily activity.

By the end of December, our Wellness Team was created, we began participating in a Fit Bit activity tracking program, scheduled our first team meeting, and determined our staff would like to focus on physical wellness, rest & recharge, and eating nutritional food after completing an anonymous survey. Our center is well on its way to beginning a wellness initiative.

LIVE WELL



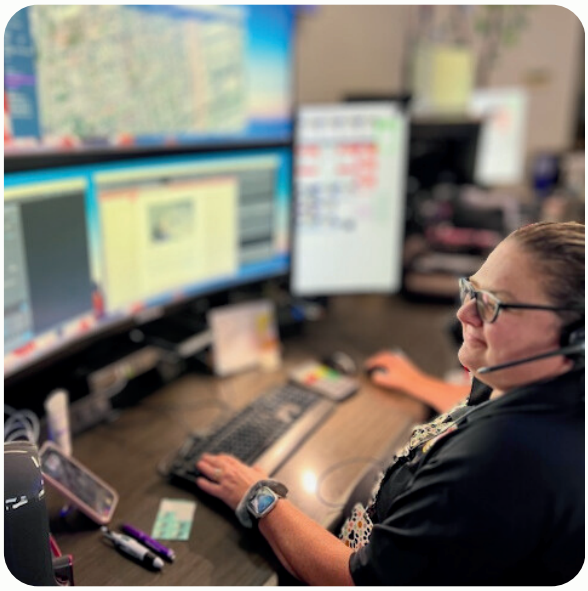
ACHEIVEMENTS

ACE

Our proudest moment this year was achieving accreditation through the International Academies of Emergency Dispatch (IAED). This organization requires agencies that are interested in this recognition to complete 20 tasks to demonstrate the Academy's standards are being met. Placentia Public Safety Communications Center is the *only* accredited center in Orange County.

ACCREDITED CENTER OF EXCELLENCE

For more information on the ACE requirements, please visit www.emergencydispatch.org



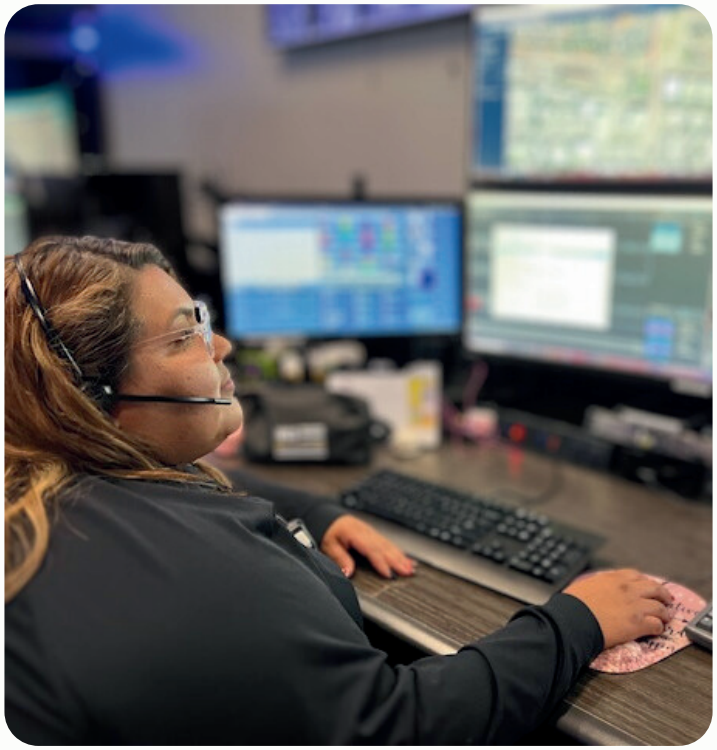
Accomplishments

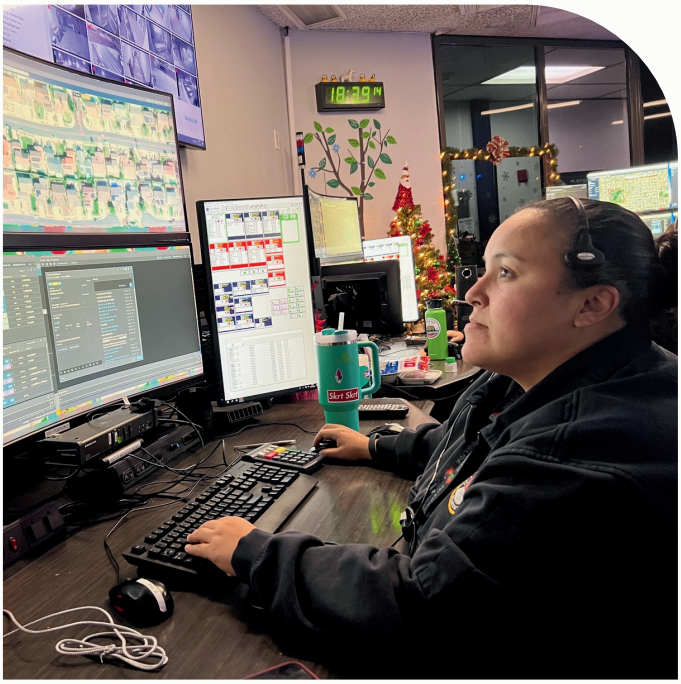
- Created a public service announcement on how to call 9-1-1 which can be found on YouTube
- Created a recruitment video
- Continued to participate in various school career days
- Hired additional part-time staff
- Provided opportunities for our fire personnel to complete sit-alongs in our center
- Trained several police officers to become certified to assist with overtime in the dispatch center.

GOALS

What's Next?

- Fill all current full-time and part- time dispatcher vacancies
- Continue to provide additional opportunities for our field responders to complete dispatch center sit-alongs
- Expand our community outreach to additional senior living facilities located in the city
- Implement software system upgrades like Next-Gen 9-1-1
- Implement a quality assurance program for police incidents





- Relocate to the new Public Safety Building
- Continue to participate in city sponsored activities including CERT, Citizen's Academy and National Night Out
- Reformat our fire related call processing
- Begin the accreditation process for The Commission on Accreditation for Law Enforcement Agencies (CALEA)

THANK YOU

The Placentia Public Safety Communications Center employees would like to thank our City Council, City Administration, our public safety team at Placentia Police Department, Placentia Fire & Life Safety, Lynch Ambulance, and the residents of our city for their continued support.



Contact Us

714- 993-8111

placentia_public_safety_comm

www.placentia.org

401 E. Chapman Ave., Placentia

Agenda Item No: 3.b

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 2, 2025

Submitted by: Joe Lambert

From: Development Services

Subject:
Study Session discuss Short-Term Residential Rentals Citywide; and Consideration of an Optional Interim Urgency Ordinance Placing a Moratorium on New Short Term Residential Rental Permits

Financial Impact:
Fiscal Impact:
Potential for approximately $236,000 in revenue annually from Transient Occupancy Tax based on FY24-25 actuals.

Summary:
On July 23, 2019, City Council adopted Ordinance No. O-2019-06 to establish Short Term Residential Rentals as a permitted use in Residential Zones citywide. Previous to adoption of the O-2019-06 establishing regulations related to Short-Term Rentals (STRs), the Placentia Municipal Code (PMC) was “silent” on the matter. Adoption of the Ordinance allowed the City to regulate these properties to ensure that all Short-Term rentals are accounted for in City records, and that no property operating as a Short-Term rental creates adverse impacts to surrounding residential neighborhoods. Since that time, the STR program has been utilized citywide, generating significant revenue. Conversely, STR’s have also brought up some concerns, which is the purpose of this Study Session.

Recommendation:
Recommended Actions: It is recommended that the City Council take the following actions:

1. Receive and file the Staff Report and presentation; and
2. Provide direction to Staff as appropriate regarding proposed changes to local regulations related to local regulations related to Short Term Residential Rentals, if any.

Optional Recommendation:

1. Adopt Interim Urgency Ordinance O-2025-07, An Interim Urgency Ordinance of the City of Placentia, California Establishing a Moratorium on Short-Term Rental Permits Pursuant to Government Code Section 65858.

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

Promote Community and Economic Development (Goal 3), as this item has directly resulted in generating approximately $236,000 in Transient Occupancy Tax (TOT) in FY24-25, additive to revenues collected for four additional Fiscal Years beginning in FY20-21. Also, Objective Number 3.3 of Goal 3 is to continue to recruit and attract retail, hotel and other commercial businesses that complement adjacent City assets and attractions. Although not necessarily commercial in nature, Short Term Rentals are similar to hotels.

Discussion:
BACKGROUND:

Prior to adoption of Ordinance O-2019-06 on July 23, 2019 establishing regulations related to Short-Term Rentals, the Placentia Municipal Code was "silent" on the matter. However, prior to adoption of local STR regulations, 56 STRs were operating citywide. The adoption of the STR regulations was partially in response to the fact that the Placentia Municipal Code was "silent" on the matter, as that made enforcement of STR prohibition difficult. Therefore, the adoption of local regulations allowed Placentia to establish a screening and permitting process, which also allows the City to cite unlicensed and/or non-compliant STRs. Today, there are 71 STRs operating citywide.

Prior to the adoption of the Ordinance in 2019, there was one STR in particular that was causing impacts to the surrounding neighborhood. Since adoption of local STR regulations, that particular STR left the City and no further violations occurred. At this time, there is one active nuisance-related STR Code Enforcement case in which the property owner was very recently cited for sidewalk obstruction, noise and parking violations. Prior to that, there have been eight properties that have received Code Enforcement violations related to Code violations. This does not include violations sent to STRs for operating without a license.

The City's STR monitoring provider (Avenu) alerted Staff to a resident complaint, and the next working day, the property owner was cited and fined. The City has collaborated with Avenu since 2025 in identifying and managing STRs operating within the City, previous to that time, we utilized Host Compliance. Overall, Staff feels that the STR program is successful, in that minimal nuisance violations have occurred since adoption of the Ordinance in 2019. Also, our relatively new STR monitoring partner Avenu, has been providing enhanced service in ensuring code compliance citywide.

DISCUSSION:

Existing STR Regulations

As stated, there is one active nuisance-related STR Code Enforcement case. While for the most part STR operators are good neighbors, there have been some concerns about allowing STRs within residential neighborhoods. Upon thorough research and analysis of STRs, Staff discovered that those STRs that are problematic and cause nuisances to the surrounding neighborhood are properties that advertise via the STR websites as available for hosting events such as weddings, corporate events, and birthday parties. To protect residential properties from objectionable influences such as undue noise, traffic, and parking impacts, and ensure the continued residential character of the zone, the 2019 Ordinance addressed these issues by prohibiting short-term rentals for temporary activities. Temporary activities include, but are not limited to, weddings, corporate events, and birthday parties. In addition to compliance with PMC Chapter 10.32 (Noise) and PMC Chapter 23.76 (Noise Control), Staff

has prohibited the use of sound amplification, either inside or outside, of the STR. If an STR operator or renter operates outside of these limits, they will be subject to code enforcement action and administrative citations as outlined by 6.45.170 of the Ordinance, which allows for $500 and $1,000 fines for second and subsequent violations.

Section 6.45.120 of the PMC regulates overnight occupancy of STRs to two persons per bedroom with an exception for children under the age of six, who may additionally occupy the premises; and no additional occupants shall be permitted at the STR during the hours of 11:00 p.m. to 6:00 a.m. Any advertisement for an STR that is found to advertise an occupancy above that of two persons per bedroom will be in direct violation of the Municipal Code and will be subject to an administrative citation or possible revocation of their business license and operating permit.

Upon successful registration, the City may issue a Short-Term Residential Rental Operating Permit to the owner of the subject property on a first in time and first in right basis. Notwithstanding any provisions of this Code to the contrary, the City reserves the right to deny a short-term residential rental permit to an applicant if it is determined that the geographic area within a 300-foot radius of the site being considered for registration has an overconcentration of short-term residential rental uses. The Short-Term Residential Rental Operating Permit must be renewed annually to achieve Code compliance.

Notice to Occupants

The owner or managing agency or agent shall provide the responsible person of a short-term residential rental with the following information prior to occupancy of the premises and shall post such information in a conspicuous place within the dwelling on the premises:

- The name of the owner or managing agency or agent and a telephone number at which each may be reached on a seven (7) day per week, twenty-four (24) hour per day basis; and
- Notification of the maximum number of overnight and daytime occupants permitted on the premises, pursuant to this Chapter; and
- Notification of the City's noise standards, as provided in Chapter 23.76 of this Code, as may be amended from time to time; and
- Notification of the parking standards of this Chapter; and
- A copy of this Chapter of the Placentia Municipal Code, as may be amended from time to time; and
- Notification that an occupant may be cited or fined by the City, in addition to any other remedies available at law, for violating any provisions of this Chapter; and
- A copy of the "Good Neighbor Brochure"; and
- The owner or managing agency or agent shall keep on file a signed agreement acknowledging that the responsible person and occupants agree to the general rules summarized in the “Good Neighbor Brochure” and rental contract, including without limitation the immediate termination provision in the rental contract for any violation of the Municipal Code by any occupant.

Survey of Surrounding Jurisdictions that allow Short Term Rentals

City (Population)	Cap	TOT (%)	Occupancy Limit	Notable Regulations

Placentia (53,395)	No cap	10%	2 per bedroom (children under 6 exempt)	300-ft separation, no outstanding code violations, HOA/Grant Deed authorization if applicable
Buena Park (82,611)	No cap	12%	2 adults per bedroom + 2 extra; children under 18 exempt	No whole-home rentals, owner must live on-site, 1 permit per applicant, initial inspection required
Fullerton (140,054)	100 whole-house (moratorium on new permits)	10%	Not specified	300-ft separation for whole-house rentals, no separation for partial rentals
Orange (137,941)	125 (cap reached)	10%	2 per bedroom + 2 extra	2-night minimum stay, 300-ft separation, 2 properties per owner
Anaheim (344,561)	241 existing (no new permits)	15%	Not specified	Renter must be 21+
La Palma (15,092)	No cap	12%	2 per bedroom, max 10 renters (children over 3 count)	General requirements; parking, occupancy, tot, good neighbor, noise, events, etc. Note: (1) City provides notice of permit issuance and local contact info to property owners within 300-feet of the STR. (2) Specific on advertising/listing requirements
Newport Beach (82,970)	1,550	10%	Maximum permitted by building code and fire code.	Renter must be 25+, City is allowed to inspect, 2-night minimum stay,
Laguna Beach (22,564)	20% of units in commercial and mixed-use districts, 300 city-wide	12%	2 per bedroom	Not allowed in residential districts (R-1,R-2,R-3), exception: Properties with ≤ 5 units are allowed one STR
Seal Beach (24,421)	47, representing about 1% of housing units	12%	2 per bedroom + 2 additional guests (including children)	Permitted only in the Coastal Zone (1% of housing units allowed) , Renter must be 25+, 1 permit per owner

Surrounding Jurisdictions that prohibit Short-Term Rentals

Brea (47,844), Yorba Linda (66,489), Stanton (41,188), Tustin (78,863), Villa Park (5,698), Santa Ana (316,184), and Garden Grove (172,361) are surrounding cities that prohibit Short-Term Rentals.

Potential Enhancements to Existing STR Regulations

- 500-foot radius in lieu of 300-foot radius locational requirement for new STRs (note: current 300-foot radius requirement is not currently an automatic disqualifier)
- Cap on total STRs for instance, 0.5% of 16,979 Placentia housing units = 85 total STRs (Seal Beach uses 1% of total housing units for example)
- Require site plan, floor plan, and inspection, either initially or annually
- Limit 2 STR permits per applicant
- Notice of permit issuance to surrounding properties
- Additional controls regarding parking, parties, and number of occupants (current regulations already address these topics)
- Annual renewal of STR permits (currently in practice for several months)

Optional Moratorium

Staff worked with the City Attorney's office to draft an Urgency Ordinance which if adopted would place a moratorium on new Short Term Residential Rental permits for up to 45 days. Short Term Rentals are addressed in the Zoning Code (Title 23 of the PMC) only in Chapter 23.71.010, which establishes the zones in which STRs are permitted. As discussed, Staff is evaluating potential additional regulations regarding STRs for City Council consideration via Ordinance at a future meeting. Therefore, a Moratorium could be placed on new STRs if City Council finds it necessary.

Regardless of whether a Moratorium is adopted or not, Staff will take City Council direction on the topic of STRs. This may result in Staff returning with a regulatory Ordinance to amend certain STR specific operational and locational regulations in Title 6 (Business Licenses and Regulations) and/or Title 23 (Zoning).

CONCLUSION:

In an effort to properly regulate STRs for the benefit of the residents of Placentia, the Housing, Planning and Economic Development Ad Hoc Committee directed Staff to prepare an ordinance to regulate STRs in 2019. This ensured that all STRs are accounted for in City records, and that no property operating as an STR causes an ongoing nuisance to the surrounding residential community.

If Council desires, Staff recommends adding additional locational and operational regulations regarding STRs to preserve the character of residential neighborhoods citywide. As mentioned in the staff report, there are several options to consider regarding enhanced regulations.

Fiscal Impact Summary:

Anticipated Transient Occupancy Tax (TOT) from 2019 Staff Report

In 2019 Staff anticipated annual net revenue of only $36,000. However, our actual experience has been much more successful as illustrated in table below.

Transient Occupancy Tax (TOT) Actuals

Fiscal Year	STR Totals	Hotel Totals
FY20-21	$19,882.33	$654,971.65
FY21-22	$82,294.79	$1,302,975.88
FY22-23	$105,704.56	$1,561,971.47
FY23-24	$186,842.60	$1,569,834.45
FY24-25	$236,429.20	$1,552,994.65
GRAND TOTAL	**$631,153.48**	**$6,642,748.10**

As demonstrated in the above table, this item has directly resulted in generating approximately $236,000 in Transient Occupancy Tax (TOT) in FY24-25. The City spends approximately $10,000 annually for the monitoring services of Avenu, resulting in a FY24-25 net revenue of approximately $225,000. Based on the above table, STR revenue accounts for approximately 15% of the City's total TOT revenue. Therefore, the $225,000 of actual annual net revenue far exceeds the originally anticipated annual net revenue of $31,600.

It should be noted that if STRs are not permitted at all, there will be no revenue captured, and there will be no funds available to hire Host Compliance (or similar vendor) to monitor the City and locate those STRs operating in the City illegally. If STRs are permitted in some fashion, Staff can properly monitor STRs and mitigate any potential negative effects of STRs.

Attachments
2.O-2025-07 Optional Moratorium STR.docx
1.Short_Term_Rental_ppt1.pptx

URGENCY ORDINANCE NO. O-2025-07

AN INTERIM URGENCY ORDINANCE OF THE CITY OF PLACENTIA, CALIFORNIA ESTABLISHING A MORATORIUM ON SHORT-TERM RENTAL PERMITS PURSUANT TO GOVERNMENT CODE SECTION 65858

City Attorney's Summary

This Interim Urgency Ordinance is adopted pursuant to California Government Code section 65858(a) and places a temporary forty-five (45) day moratorium on the issuance of new permits for short-term residential rentals within the City of Placentia while the City considers zoning and other amendments regarding the regulation and placement of short-term rentals. The City Council finds that a moratorium is necessary to protect the public health, safety, and welfare.

WHEREAS, the City of Placentia desires to impose a moratorium upon owners and/or operators of new short-term rentals of residential properties located in the City, such as , Airbnb's, Vrbo's and other such short-term rental platforms; and

WHEREAS, the Placentia Municipal Code (PMC) Title 6 defines a short-term residential rental as the rental of a residential dwelling unit by the owner thereof to another party for a continuous period of 29 days or less, in exchange for any form of monetary or non-monetary compensation; and

WHEREAS, Chapter 23.71 of the PMC sets forth the zones in which short-term rentals are permitted; and

WHEREAS, short-term rentals have caused problems and nuisances, including undue noise, traffic, parking impacts, and concerns for the City maintaining its continued residential character; and

WHEREAS, the City's primary objective is the protection of public health, safety, and welfare; and

WHEREAS, California Government Code section 65868 provides cities with the broad power to adopt as an urgency measure an interim ordinance prohibiting any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission or the planning department is considering or studying or intends to study within a reasonable time; and

WHEREAS, on September 2, 2025, City Council held a duly noticed study session regarding short-term residential rentals, and the City is currently considering and intends to study amendments to the City's zoning regulations relating to short-term residential rentals.

WHEREAS, this urgency ordinance is adopted pursuant to California Government Code section 65858 and shall take effect following a four-fifth vote and public hearing and shall be of no further force and effect forty-five (45) days from its date of adoption, subject to extensions for up to twenty-two (22) months and fifteen (15) days;

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

SECTION 1. The Recitals set forth above are hereby adopted as the findings of the City Council in connection with the adoption of this ordinance and that based on the above recitals, there is an immediate threat to the public health, safety and welfare. The adoption of this ordinance is necessary for the immediate protection of the public health, safety and welfare.

SECTION 2. The purpose of this interim ordinance is to establish a moratorium on the approval or issuance of any new short-term rental permit for the immediate preservation of the public health, safety and welfare.

SECTION 3. Based on the findings set forth in the Recitals and incorporated herein in Section 1, the addition of additional short-term residential rental properties pose a current and immediate threat to the public health, safety and welfare on the residential character and uses within the City regarding traffic, noise and parking, and the termporary moratorium on short-term rental permits will ensure a balanced, and as such the City Council hereby enacts this interim ordinance by not less than a four-fifths vote, under the authority granted to it by Article XI, Section 7 of the California Constitution and section 65858 of the California Government Code, which allows the City to adopt an interim ordinance prohibiting land uses which may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the City Council, planning commission or the planning department is considering or studying or intends to study within a reasonable time. The City Council hereby directs the Development Department to complete its review of short-term rentals, including but not limited to residential impacts, additional regulations that may be recommended, appropriate zones and other related issues. .

SECTION 4. The issuance of any new permit for short-term rentals is hereby prohibited.

SECTION 5. The City Council has reviewed the matter and, based upon the facts and information contained in the staff reports, administrative record, and written and oral testimony, hereby finds that this ordinance is not subject to CEQA pursuant to Sections 15060(c)(2), 15060(c)(3) and/or 15061(b)(3) of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, in that it will not result in a direct or reasonably foreseeable indirect physical change in the environment nor have a significant impact on the environment.

SECTION 6. This Ordinance shall become effective immediately upon adoption if adopted by at least four-fifths vote of the City Council, and shall remain in full force and

effect for a period of forty-five (45) days from the date of its adoption unless extended by the City Council in accordance with the provisions of California Government Code section 65858..

SECTION 7. If any provision of this ordinance or the application thereof to any person or circumstance is held to be to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this ordinance which can be implemented without the invalid provision or application and to this end the provisions of this ordinance are declared to be severable.

SECTION 8. For the term of this ordinance, or any extension thereof, the provisions of this ordinance shall govern over any conflicting provisions of any other City code, ordinance resolution or policy.

Passed, approved, and adopted this 2ND day of September, 2025

Kevin Kirwin, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Urgency Ordinance was introduced and adopted at a regular meeting of the City Council of the City of Placentia, held on the 2nd day of September, 2025 by the following vote:

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

ATTEST:

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian Bettenhausen, City Attorney

City of Placentia



Short-term Rentals

City Council
September 2, 2025

Outline

1. Background – STR Ordinance
2. Current Regulations
3. Fees, Revenue, and Applications
4. Other O.C. Cities – Regulatory Standards
5. Restricted O.C. Cities
6. Potential Issues

Background

- Ordinance No. 2019-06 was approved and adopted by the City Council on June 11, 2019
- Purpose: Promote travel, tourism, and generate revenue for the City's economy
- Ordinance identifies the need to balance short-term rental opportunities by minimizing any adverse impacts onto surrounding properties
- STR regulations should prevent:
  - Excessive noise and nuisance violations
  - Parking shortages
  - Trash accumulation
  - Loss of long-term housing stock
  - Neighborhood incompatibility

Current Regulations

Application Requirements

- Registration and local contact information
- Commercial liability insurance
- HOA authorization *(If applicable)*
- Grant deed *(If applicable)*

Eligibility

- 300-foot separation (currently at staff's discretion)
- No outstanding code violations
- Permitted Zone *(PMC § 23.71)*

Fees, Revenue, & Applications

Revenue (By Fiscal Year)		No. Applications (By Calendar Year)
FY 20-21	$19,882.33	15 (2020)
FY 21-22	$82,294.79	4 (2021)
FY 22-23	$105,704.56	22 (2022)
FY 23-24	$186,842.60	16 (2023)
FY 24-25	$236,429.20	26 (2024)
FY 25-26	$1,915,000 (Budgeted for Hotel and STR TOT)	16 (2025)
Grand Total:	$631,153.48 (Not including FY 25-26)	99 Total (71 active/licensed)

- **Application:**
  - $450 fee
- **Annual Renewal**:
  - $89 fee
- **Transit Oriented Tax (TOT) %:**
  - 10% TOT rate

Other O.C. Cities

City (Population)	Cap	TOT (%)	Application Requirements	Permit Validity	Insurance Requirement	Occupancy Limit	Parking Rules	Notable Regulations
Placentia (53,395)	No cap	10%	Contact info, proof of insurance, HOA Authorization (If applicable)	1 year	Required (no amount specified)	2 per bedroom (children under 6 exempt)	Off-street parking	300-ft separation, no outstanding code violations
Buena Park (82,611)	No cap	12%	Floor plan, driver's license, voter registration, vehicle registration, utility bills, property tax records, HOA letter, proof of insurance, inspection required	3 years	$1,000,000	2 adults per bedroom + 2 extra; children under 18 exempt	Off-street parking	No whole-home rentals, owner must live on-site, 1 permit per applicant, initial inspection required
Fullerton (140,054)	100 whole-house (moratorium on new), no restriction to partial rentals	10%	Contact Info, Site Plan, Floor plan, proof of B.L. registration, HOA Authorization (If applicable)	3 years	Not specified	Not specified	Off-street parking	300-ft separation for whole-house rentals, no separation for partial rentals
Orange (137,941)	125 (cap reached)	10%	Diagram of property and parking, executed indemnification document, proof of liability insurance, trust certification (if applicable), inspection required	1-year	$1,000,000	2 per bedroom + 2 extra	Off-street parking	2-night minimum stay, 300-ft separation, 2 properties per owner
Anaheim (344,561)	241 existing (no new permits)	15%	owner affidavit, contact info, site plan, floor plan, proof of liability insurance	1-year	Not specified	3 persons per bedroom, + two additional people allowed in the living room on a sleeper sofa or roll-away bed	2 off-street parking spaces required, on-street parking allowed if necessary	Renter must be 21+, 3-night minimum
La Palma (15,092)	No cap	12%	TOT registration form	1-year	Not specified	2 per bedroom, max 10 renters (children over 3 count)	1 off-street per bedroom, 1 on-street allowed if legal	General requirements; parking, occupancy, tot, good neighbor, noise, events, etc. Note: (1) City provides notice of permit issuance and local contact info to property owners within 300-feet of the STR. (2) Specific on advertising/listing requirements
Newport Beach (82,970)	1,550	10%	Contact info, evidence of valid BL, # of bedrooms, gross floor area, #/location/size of parking spaces available, nuisance response plan	Indefidently until abandoned	Not specified	Maximum permitted by building code and fire code.	All on site parking shall be available to occupants, on-street parking allowed	Renter must be 25+, City is allowed to inspect, 2-night minimum stay,
Laguna Beach (22,564)	20% of units in commercial and mixed-use districts, 300 city-wide	12%	site plan, floor plan, fire inspection, nuisance response plan, written declaration informing all residents and businesses within 200' of the proposed STR, estimate of daily rental fee	1 year	$500,000	2 per bedroom	on-street parking allowed where legal	Not allowed in residential districts (R-1,R-2,R-3), Properties with ≤ 5 units are allowed one STR,
Seal Beach (24,421)	47	12%	proof of liability insurance, HOA authorization, signed Indemnification & Hold Harmless agreement, initial and annual inspection	1-year	Required (no amount specified)	2 per bedroom + 2 additional guests (including children)	on-street allowed where legal	Permitted only in the Coastal Zone (1% of housing units allowed) , Renter must be 25+, 1 permit per owner

Restricted O.C. Cities

Fully-restricted Cities (STR Prohibition)

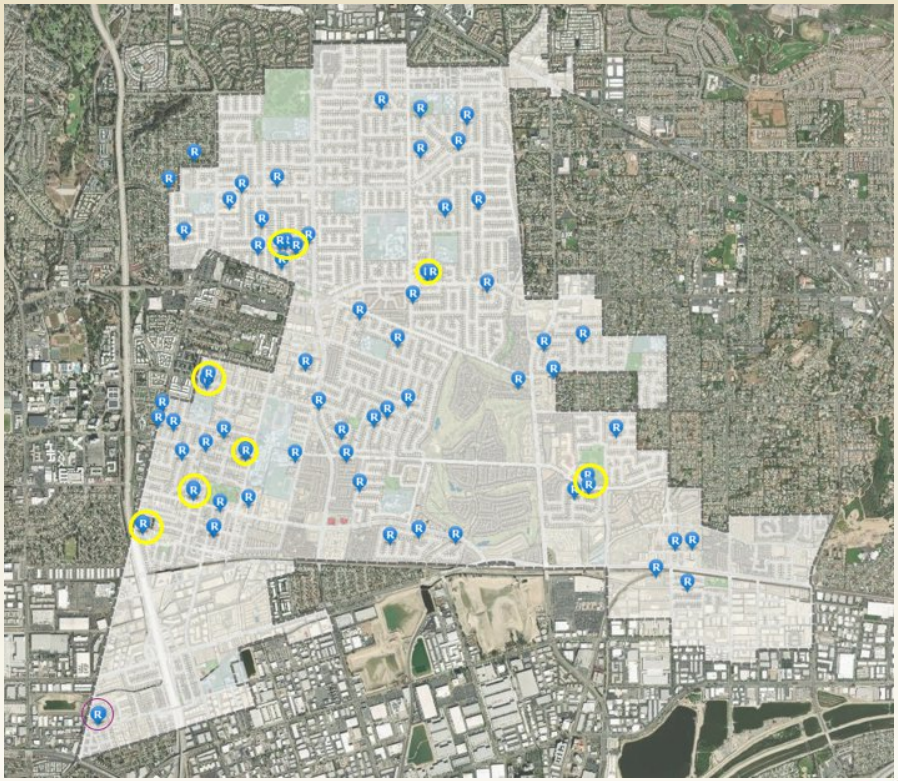
- **Brea** (47,844)
- **Yorba Linda** (66,489)
- **Garden Grove** (172,361)
- **Fountain Valley** (56,036)
- **Stanton** (41,188)
- **Tustin** (78,863)
- **Santa Ana** (316,184)
- **Irvine** (318,683)
- **Westminster** (89,537)
- **Costa Mesa** (109,131)
- **Lake Forest** (87,159)
- **Lakewood** (78,494)
- **Villa Park** (5,698)

Partially Restricted Cities:

- **Orange** – Cap reached (125)
- **Fullerton** – No new permits (Cap: 100-whole-house)
- **Anaheim** – No new permits (241 permitted)

Potential Issues

- **Eight Overconcentrated Areas**
  - Louise Dr, Heather Ave, La Jolla, Voigt Wy, Bradford, Encinitas Wy, Chapman Ave, Kevin Wy
  - One active code enforcement case
    - *Average one STR complaint every 2-3 months*
- **Two permit holders with more than two permits**



Questions & Comments