



**REQUEST FOR QUALIFICATIONS
AND PROPOSALS (RFQ)
FOR
PLACENTIA FACILITIES CONDITION ASSESSMENT**

July 18, 2011

Submit Qualifications/Proposals to:

City of Placentia
Attn: Eddie De La Torre, Project Manager
401 E. Chapman Avenue
Placentia, CA 92870
(714) 993-8117

**Due by 5:00 p.m.
Thursday, August 18, 2011**

I. Introduction

The City of Placentia (City) is seeking Requests for Qualifications (RFQ's) and Proposals from experienced firms (Consultant) to conduct a comprehensive review of the maintenance and repair (M&R) needs of City-owned capital facilities in order to prepare a facilities condition assessment study.

The City's primary objectives are to:

- Establish a list of M&R priorities and incorporate said list into a short-term and long-term M&R schedule;
- Analyze budget implications based in part on a facility life-cycle cost analysis;
- Identify a range of funding options, reserve requirements and potential revenue sources for these facilities; and
- Develop a protocol for on-going monitoring of facility conditions, work performed and records information for City facilities.

The City recognizes that a number of key steps and components are needed to implement an effective facilities management program:

- An assessment of the condition of facilities to establish meaningful baseline data through a detailed, structural investigative process;
- Estimates of short and long-term (20 years) maintenance needs and a schedule of work using the data obtained from the field and conditions assessment;
- An analysis of long-term budget implications, reserve fund requirements, and financing options; and
- Development of an on-going monitoring program to track facility conditions, work performed and records information in an appropriate database.

The selected Consultant shall present the conglomeration of the above items in concert with the aforementioned objectives as a facilities reserve study or long-range facilities maintenance plan.

II. Background

The City of Placentia was incorporated in 1926. As of the 2010 Census, its population was approximately 50,533 people, with 28,021 registered voters. Placentia is located in Northeast Orange County, six (6) miles from Anaheim Stadium and eight (8) miles from Disneyland. Since its incorporation, the City has acquired and constructed various buildings throughout the City. The capital facilities to be included in this reserve study include the following:

Facility List

Placentia Civic Center Complex (City Hall/Police Department)
401 E. Chapman Avenue, Placentia CA 92870

Kraemer Memorial Park (Backs Community Building, Teen Center, Restroom, Shelters)
201 N. Bradford, Placentia, CA 92870

Teen Center
116 N. Walnut Avenue

Bradford House
136 East Palm Circle

Parque del Arroyo Verde(restroom building)
1001 E. Palm Drive

Parque de Los Vaqueros (restroom building)
1200 N. Carlsbad Street

Corporation Yard
2999 E. La Jolla Avenue, Anaheim CA 92866

Gomez Community Center (Community Center, Pool equipment room)
1701 Atwood Avenue, Placentia, CA 92870

George C. Koch Park
2210 N. Valencia Avenue

Placentia Champions Sports Complex (includes Aguirre Bldg., Concession Building)
505 Jefferson Street

Edwin T. Powell Building
143 S. Bradford Avenue

Fire Station 34
1530 North Valencia Avenue
Fire Station 35
110 South Bradford Avenue

Tuffree Hill Park - Tynes Gymnasium
2101 North Tuffree Boulevard

McFadden Park North (Includes Whitten Community Center, Pool equipment room)
900 S. Melrose Avenue

**Placentia Civic Center Complex, 401 E. Chapman Avenue,**

This facility consists of a 22,000 square foot building on approximately six (6) acres which serves as the City's Civic Center housing City Hall and The Police Department. The Civic Center is shared with the Placentia Library District which is a separate entity from the City. The facility includes a paved asphalt parking lot accommodating approximately 56 parking spaces and associated landscaping. Built in 1972, the roof of the facility is original.

**Kraemer Memorial Park:
201 North Bradford Avenue**

Kraemer Memorial Park is located north of Chapman Avenue, west of Bradford Avenue, and east of Walnut Avenue. To the north, west, and south of the park is residential property, with Bradford Shopping Center and Valencia High School on the east side. The site is generally rolling land sloping to a central



swale that carries storm runoff from the northeast to the southwest storm drains. Landscaping is mainly turf with scattered trees. This park is classified as a Community Park and is designed to serve the entire City of Placentia. The 11.6 acre site was donated to the City in 1954 by Mr. and Mrs. Edward Backs for development as the City's first community park. Grounds development, including installation of turf, trees, restrooms, and play equipment, occurred at a slow pace over the next 15 years. In 1969 construction was begun on the Backs Community Building. In 1974 the Kraemer Memorial Fountain was added at the corner of Chapman and Walnut. The site currently functions as a multi-use community park. Facilities include the community building, a picnic barbeque structure with nearby tables, restroom with a maintenance storage room, playground equipment for tiny tots and older children, a portable softball backstop, and four basketball half courts. The park continues to be the most heavily used facility within the City's park system.



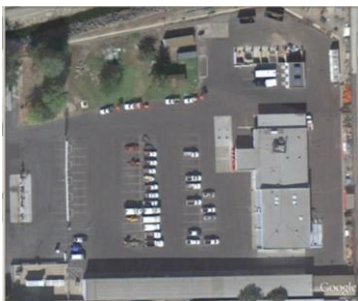
**Back's Community Building:
201 N. Bradford Avenue**

The Backs Building is the largest facility in the City in terms of available floor space. The Backs Building hosts many City fee-based programs and generates marginal revenues through rentals. The building has a single large meeting room upstairs and several small rooms downstairs. It has two sets of bathrooms with the downstairs outside and the upstairs in the foyer area. There is an extremely limited kitchenette adjacent to

the large meeting room with a sink, countertop, and a rollup pass-through window.

**Kraemer Club House (Teen Center):
116 N. Walnut Avenue**

A small "clubhouse" type building is located at the west end of Kraemer Park on Walnut Avenue. It provides additional meeting space for small groups. It has been used for senior citizens nutrition programs, civic/youth organizations, and department-sponsored programs. It currently serves as the City's "Teen Center."



Corporation Yard: 2999 E. La Jolla, Anaheim, CA 92806

The City's corporation yard includes a 9,000 square foot building containing offices, a conference area, locker rooms with showers including men's and women's restrooms, storage rooms, a reception area, as well as a maintenance shop area. Although physically addressed in Anaheim, the facility is within the City of Placentia.

Bradford Park: 136 East Palm Circle

This Special Use Park is located north of Yorba Linda Boulevard, east of Bradford Avenue, and west of Kraemer Boulevard. The Palm Circle cul-de-sac enters the park on the west side. Residential property surrounds the site except to the south, which is an area of commercial development. Because the park was planned as a passive open green space, it serves as visual relief between the residential and commercial development. A special feature of the park is the circular flag pole plaza that contains a brass plaque dedicating the park and another plaque

showing the location of the time capsule buried on December 2, 2001. The 1.8 acre site was donated to the City in 1973 by the Bradford family. The park is centered round the historic Bradford House. The house is presently being managed under a lease agreement between the non-profit Placentia Founders' Society and the City. This house, built in 1902, was partially burned in 1977 and later restored to its original condition. The house has historical displays and is used regularly for cultural activities.

Edwin T. Powell Building: 143 S. Bradford Avenue

The Powell Building is currently home for several City daily senior programs from 9:00 a.m.-1:00 p.m. during the week. The senior programs for daily lunches serve from 15 to 30 per day. There are three separate food distribution programs - Second Harvest two days per month, a government run program one day per month, and CAP (Community Action Program) one day per month. There are morning exercise classes and other social activities approximately 10 a.m. to 2 p.m. Built in 1926, the building has an



ambience that is unique amongst our city buildings and is recognized as a historical structure. The building recently underwent significant renovations including repairs to the patio area, replacing all interior flooring, installing computer workstations to accommodate relocating an afterschool program to the facility, and repairs to exterior doors and walkways to increase accessibility to the building.

George J. Koch Park: 2210 N. Valencia Avenue

The site for George J. Koch Park was acquired by the City in 1965. Landscape construction on the park began in 1969, with completion of the George J. Koch Memorial Center occurring in 1971. The building was expanded in 1995 to include a concession stand in partnership with the Placentia –Yorba Linda Girls Softball Association. The restrooms were improved as part of the project. As part of the park improvement process, the playground was renovated in 2002 with new ADA equipment and playground surfacing. The west courtyard was improved with new benches,

improved landscaping, and a monument flag pole.

McFadden Park North: 900 S. Melrose Avenue

McFadden Park North is located south of Orangethorpe, north of La Jolla, and east of the 57 freeway on the east side of Melrose Avenue. The 3.9 acre site is relatively flat and includes the Whitten Community Center, Neighborhood Services Offices, Placentia Head Start classrooms and offices, lighted outdoor basketball and handball courts, picnic gazebo, swimming complex and outdoor restroom building. A new children's playground area was installed in 2008. Improvements made after 2001 include complete renovation of the Whitten

Community Center and expansion to allow for the relocation of the City's Human services offices and operations, renovation of the pool complex restrooms, office, and storage areas, renovation and expansion of parking areas, construction of outdoor lighted basketball and handball sport courts, improved picnic area, and construction of the Head Start facilities.

Whitten Community Center: 900 S. Melrose Avenue

The Whitten Community Center is approximately 9,100 square foot. The facility includes six HVAC units, two community meeting rooms, reception area, multi-purpose room, ADA accessible restrooms, four offices utilized by the Neighborhood Services Division.

Parque de los Niños: 1701 Atwood Avenue

Parque de los Ninos is located south of Orangethorpe, east of Van Buren, and west of Richfield. It is bordered on the north by the right-of-way for the railroad, and on the south by the Orange County Flood Control District Channel. Access to parking is from Atwood Avenue or Oak Street. The park site is flat, landscaped with open turf and scattered trees, and is classified as a Community Park. The 3.7 acre site was purchased in 1973. Grounds development and construction of the L. Jack Gomez Community Building were completed in 1974. A 20' x50' community

swim pool was constructed in 1975. The pool complex was renovated in 1997 and the playground was replaced with a new ADA accessible facility in 1998.

Gomez Community Center: 1701 Atwood Avenue

The Gomez Community Center is a 4000 square foot facility. The facility includes a converted community meeting room, an attached kitchenette, one game room, two offices and men's and women's restroom. The facility utilizes one central HVAC system.

Parque de los Vaqueros: 1200 N. Carlsbad Street

Parque de los Vaqueros (also known as Los Vaqueros Park) is a neighborhood park. The site lies east of Carlsbad Street and to the south and west of Van Buren Elementary School. Access to the parking lot is from Yellowstone Avenue. The area surrounding the park is primarily single family residential. The park's topography is varied, partly rolling and partly flat. A large natural drainage swale runs through the park with flood channel north of the site adjacent to the elementary school. The site's 5.4 acres were purchased in 1965, with the development of the grounds beginning in 1969. Due to an ongoing problem of access to the school by neighborhood children during the rainy conditions, a bridge was installed at the park's north end through a State grant. A children's play area was renovated in early 2000 to include all new ADA equipment and surfacing. New picnic areas were also installed during this project. The only building on site is a men's and women's restroom.

Parque del Arroyo Verde: 1001 E. Palm Drive

Parque Del Arroyo Verde is located on Palm Drive, west of Rose Drive, and south of Yorba Linda Boulevard. Alta Vista Country Club is directly south and the Carbon Creek Channel forms the western boundary. Residential property is on the east, west and north sides. The 4.4 acre linear park is flat, with turf and scattered trees. The park is classified as a Special Use Park in that it was originally designed as a wilderness and overnight-camping area for local youth groups. The site for the park was purchased in 1966 and preliminary improvements for grading and construction of the

parking lot were completed the same year. Actual construction of the rest of the park began in 1969. The playground and restrooms were renovated in early 2000's to meet ADA and safety regulations. The parking lot walkways and lighting were also renovated for improved access and security.

Placentia Champions Sports Complex: 505 Jefferson Street

This special use complex is located east of Rose Drive, north of Alta Vista Street, and west of Jefferson Street. The surrounding neighborhood is comprised of single family residential and commercial developments. The park features two 12 and under baseball fields, one full-size baseball/soccer field combination, one designated soccer field, one full-court and one half-court lighted

basketball courts, children's playground, recreation center, and a concession/restroom/storage building. Three separate parking lots area also key facility assets. All field and court areas are lighted for evening use. In addition to heavy field use by the youth sports groups, the Aguirre Building is utilized for community meetings, rentals, classes, and various Community Services Department events/programs. The 13 acre park site was dedicated in 1990 with the facilities opening for use in 1996.

Tuffree Hill Park: 2101 North Tuffree Boulevard

Tuffree Hill Park lies north of Borromeo Avenue at the north end of Tuffree Boulevard. It is contiguous to the west side of the 24-acre Tuffree Middle School. Surrounding property is single-family residential in character. To the north is Tri-City Park. The 3.4 acre site is gently rolling turf with scattered trees and includes two ball fields. The park site was purchased from the Placentia Unified School District in 1966. Development began in 1969 with the construction of the John O. Tynes Recreation Center (gymnasium). The construction of a

replacement concessions facility was completed in 2007.

Fire Station Facilities

The Orange County Fire Authority (OCFA) provides services to the City of Placentia under a joint powers agreement (JPA) to provide fire prevention, suppression and emergency services. The OCFA has served the City of Placentia since May 16, 1980. Fire Station 34, located at 1530 North Valencia and Fire Station 35, located at 110 South Bradford, provide fire service to the City (refer to Exhibit 8-10, *Fire Station Facilities*).

**Fire Station 35: 110 South Bradford Avenue**

Fire station 35 is located in Old Town District. The facility was built in 1923 and housed the original Placentia Fire Department. The facility is 3602 square foot building with approximately 1782 square feet of living area. The vehicle bay can accommodate two apparatus.

Fire Station 34: 1530 North Valencia Avenue

Fire station 34 was built in 1970. The current fire station is 5,100 square foot building. The building received a seismic structural upgrade in 2001.

Additional detailed information for each facility is attached as Exhibit "C".

III. Scope of Work

The City of Placentia would like to retain the services of a multi-disciplinary consultancy firm, or firms working in partnership, to carry out a comprehensive facilities reserve study, otherwise known as a long-range facility maintenance plan, covering the next 20 year period, after conducting the necessary analysis of City-owned facilities.

Specific components of the study and tasks necessary to complete it are listed below. However, it should be emphasized that this list is by no means comprehensive, complete or final, but is representative of the scope of work the Consultant should be qualified to complete.

A. Infrastructure Condition Assessment Audit

The selected Consultant shall be qualified to conduct a full architectural, structural and engineering review of the condition of the buildings and supporting infrastructure (roads, parking lots, landscaped areas, etc) for the facilities described above. The review shall include detailed cost estimates to repair, renovate and maintain the facilities to acceptable conditions including compliance with all current fire and safety codes and ADA requirements. This survey shall also include a full cost analysis of not only remedying any existing deferred maintenance issues, but fully restoring the buildings to modern standards, including if necessary, any additions or expansions which the Consultant recommends to achieve greater energy efficiencies and/or eliminate functional deficiencies. Subcomponents of this task would include:

- Discussions and interviews with the various parties listed below under Consultative Meetings; and
- Use of the Facility Condition Index (FCI) or comparable benchmarking technique to identify which facilities warrant more detailed examinations

The deliverables for this task shall include a report with findings and deficiencies (including items that are out of compliance with building codes), photographs to document existing conditions, and cost estimates.

- a) Building Envelope, to include the condition of the outer shell of the building including walls, doors and windows. Include assessment of the roof. Provide recommendations for additional lead/asbestos abatement.
- b) Structural integrity, including walls and foundation.
- c) Interior walls, ceilings, flooring and signage.
- d) Mechanical systems, HVAC, exhaust, ventilation, controls and instrumentation.
- e) Electrical systems, both interior and exterior, including distribution and lighting.
- f) Site including parking, walkways, fencing, entrance, landscaping, signage, and utilities.
- g) Plumbing systems, both interior and exterior.
- h) Fire protection and life safety systems.

B. Consultative Meetings

The successful Consultant would be expected to conduct extensive consultative meetings and interviews with City staff, sub-leases, facility operators and other relevant parties to obtain additional acknowledge about the noted City facilities. Information such as perceptual maintenance and repair needs, desired functional, energy, efficiency or aesthetic improvements, and identification of priority levels are critical items which cannot be obtained through visual inspection or life-cycle modeling.

C. Identification of Short and Long-Term Needs

Consultant shall be capable of estimating short and long-term maintenance needs (maintenance, repair and replacement work for the identified City facilities) over a 20-year period. Needed repairs, maintenance, and preventive maintenance would need to be categorized based on priorities (e.g. health and safety M&R work placed at the highest priority level, and less critical, cosmetic or aesthetic needs placed in a City of Placentia RFQ/RFP for Placentia Facilities Reserve Study lower priority category). Information obtained from consultative meetings would also help to establish work priorities.

D. Cost Analysis and Reserve Budget Forecasting

Using information obtained from identifying the short and long-term maintenance needs and priorities, the Consultant shall be qualified to evaluate the short and long-term budget implications, reserve fund requirements, financing options, cost saving measures such as preventive maintenance, and potential revenue sources associated with the facilities. As appropriate, this shall include life-cycle cost modeling for the facilities which captures all anticipated non-operational facility costs, both major and minor. Deferred maintenance would need to be estimated and forecast, as well. The qualified Consultant would also be expected to define the range of assumptions, including the inflation assumption; whether or not interest income will be retained within the reserve fund and therefore be available to help mitigate against the funding of M&R costs; what interest earnings rate is assumed over the 20 year projection period; and the funding method itself (e.g. whether constant or graduated with inflation).

E. Work Schedule

Consultant shall be expected to complete the scope of work within 10 weeks from the notice to proceed (NTP); a draft facility reserve study shall be delivered to the City within 12 weeks of the NTP; and Consultant shall present the final study to the City Council within 16 weeks of the NTP.

IV. Statement of Qualifications/Proposal

Consultants shall submit a Statement of Qualifications/Proposal limited to six (6) double-sided pages exclusive of cover letter, resumes, and references; shall be organized in the following format and shall include the information in the below outline:

A. Cover Letter

The cover letter is to be signed by an officer of the firm authorized to execute a contract with the City.

B. General Qualifications

Provide a summary of the Consultant's qualifications demonstrating your expertise, understanding and ability to accomplish the City's primary objectives; and, general information about the firm to include location of office(s), years in business and areas of expertise. Provide a brief description of three (3) projects which involved a similar scope of services.

C. Key Staff

Identify key staff and include a description of their abilities, qualifications and experience. Attach resumes of key staff to be assigned to this project. Include a proposed project management structure and organizational chart. Identify any portion of the scope of work that would be subcontracted. Include firm qualifications (brief) and key personnel, telephone number and contact person for all subcontractors. The City reserves the right to approve or reject all consultants, internal staff performing consulting services, or sub-consultants proposed by the Consultant.

D. Project Specific Approach and Methodology

Consultant shall more thoroughly describe its understanding of the project and describe the proposed technical and management approach. Within this section, the Consultant shall expand on the scope of work, if appropriate, to accomplish the overall objective of the project, and provide suggestions which might enhance the results or usefulness of the study. Include assumptions about the number of meetings needed with City staff to complete the Scope of Work. Consultant shall provide an example of their typical reserve study format showing how M&R line items and associated costs would be presented. Consultant shall also include a schedule of work. Tell us what you are going to do, how you are going to do it, and why you are the best firm to conduct this assessment.

E. References

Consultant shall provide a list of references for the firm and any sub-consultants, including the names, addresses and telephone numbers of recent clients, preferably other public agencies for which Consultant has done similar work. Include a list of specific projects associated with each reference; date work was performed, cost and key personnel involved. List three (3) to five (5) distinct references.

F. Cost and Fee Structure (submitted in a separate, sealed envelope):

Please provide a cost description and estimated cost proposal to perform the scope of services identified above. The cost proposal should be broken down and detailed by the major work elements including all anticipated reimbursement costs and fees, as well as the hourly rate of personnel expected to be utilized for the process. This information is to be submitted in a separate, sealed envelope from the other RFQ response documentation.

V . General Conditions

- (a) The City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- (b) The City reserves the right to withdraw or cancel this RFQ at any time without prior notice and the City makes no representations that any contract will be awarded to any Consultant(s) responding to this RFQ.
- (c) The City reserves the right to postpone proposal openings for its own convenience.
- (d) Proposals received by the City are public information and must be made available to any person upon request.
- (e) Submitted proposals are not to be copyrighted.
- (f) The City reserves the right to seek clarification of information submitted in response to this RFQ.
- (g) The City reserves the right to modify the RFQ as it deems necessary.
- (h) Any material misrepresentations made by the Consultant(s) will void the proposal response and eliminate the Consultant(s) from further consideration.

(i) Pre-Contractual Expense

The City shall not, in any event, be liable for any pre-contractual expenses incurred by Consultant(s) in the preparation of its proposal. Consultant shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as expenses incurred by Consultant(s) include:

- i. Preparing its proposal in response to this RFQ/P;
 - ii. Submitting that proposal to the City;
 - iii. Negotiating with the City any matter related to this proposal; or
 - iv. Any other expenses incurred by Consultant(s) prior to date of award, if any.
- (j) All materials submitted become the property of the City.
 - (k) From the issue date of this solicitation until a Consultant is selected and the selection is announced, the Consultant is not allowed to communicate for any reason with any City Staff except through the person named herein for questions. For violation of this provision, the City shall reserve the right to reject the proposal of the offending Consultant.

- (l) Proposals submitted early may be withdrawn by the firm prior to the Proposal Due Date. Following the Proposal Due Date, the Proposal constitutes a binding offer and may not be withdrawn by the firm prior to the award.
- (m) The City reserves the right to: (a) waive minor irregularities or variances, non material bid formalities or defects in any proposal; (b) reject any and all proposals, in whole or in part, submitted in response to this solicitation; (c) request clarifications from all Consultants; (d) request resubmissions from all Consultants; (e) make partial, progressive or multiple awards; and (f) take any other action as permitted by law and/or the City's Procurement Ordinance.
- (n) The selected Consultant will be required to enter into a Professional Services Agreement with the City of Placentia which includes the City's standard Terms and Conditions including insurance requirements (Exhibit A).
- (o) All Consultants submitting Proposals to this solicitation shall state any exceptions to or deviations from the requirements of this RFQ, segregating "technical" exceptions from "contractual" exceptions. Where Consultant(s) wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Consultant(s) will be deemed to have accepted the standard terms and conditions of the City's Professional Services Agreement.

VI. Consultant Selection Process

The basic elements of the Consultant selection process are as follows:

A. Evaluation of Submittals.

Each proposal will be reviewed to ensure that the firm submitted a transmittal/cover letter, narrative proposal that is responsive to the City's requirements as set forth herein, and a separately packaged cost proposal. Failure to meet these requirements may be cause for rejection of a proposal. An evaluation committee will review all proposals received and determine a ranking. The evaluation committee will evaluate proposals on various qualifications, including but not necessarily limited to:

- Knowledge and experience of key staff
- Availability of key staff personnel and resources
- Experience and demonstrated competence on similar projects
- Demonstrated understanding of project scope and City's primary objectives
- Technical approach and methodology as it relates specifically to achieving the City's primary objectives

During the evaluation period, the City may interview some or all of the proposing consulting firms. The City will establish a specific date to conduct interviews, and all prospective

Consultant(s) will be asked to keep this date available. No other interview dates will be provided, therefore, if a Consultant(s) is unable to attend the interview on this date its proposal may be eliminated from further discussion. At the conclusion of the evaluation process, the evaluation committee may recommend to the City Council, a Consultant(s) with the highest final ranking or a short list of top ranked firms within the competitive range whose proposal(s) is most advantageous to the City. The City Council will review the evaluation committee's recommendation and make the final selection. The City will notify all Consultants that submit Proposals of the evaluation results.

The final scope of work, schedule, and fee will then be negotiated based upon the draft documents and the needs of the City. If an agreement cannot be reached between the City and the Consultant in a reasonable amount of time, negotiations may begin with the next highest-ranking Consultant until an agreement is reached.

VII. Proposal Submission

A. Submission of Qualifications/Proposal

Consultant shall submit one (1) unbound original and four (4) copies of their Statement of Qualifications/Proposal to the City. Proposals shall be received no later than 5:00 p.m. on Thursday, August 18, 2011, at the following address:

City of Placentia
Attn: Eddie De La Torre, Project Manager
401 E. Chapman Avenue
Placentia, CA 92870

Late submittals will be rejected and not returned.

B. Inquires

Inquiries concerning this RFQ should be directed to:

Eddie De La Torre, Project Manager
Phone: (714) 993-8117; Email: edelatorre@placentia.org

Questions about City-owned facilities or existing maintenance practices/responsibilities should be directed to:

Joel Cardenas, Public Works Superintendent
Phone: (714) 993-8245; Email: jcardenas@placentia.org

Note: The City reserves the right to amend the RFQ by Addendum.

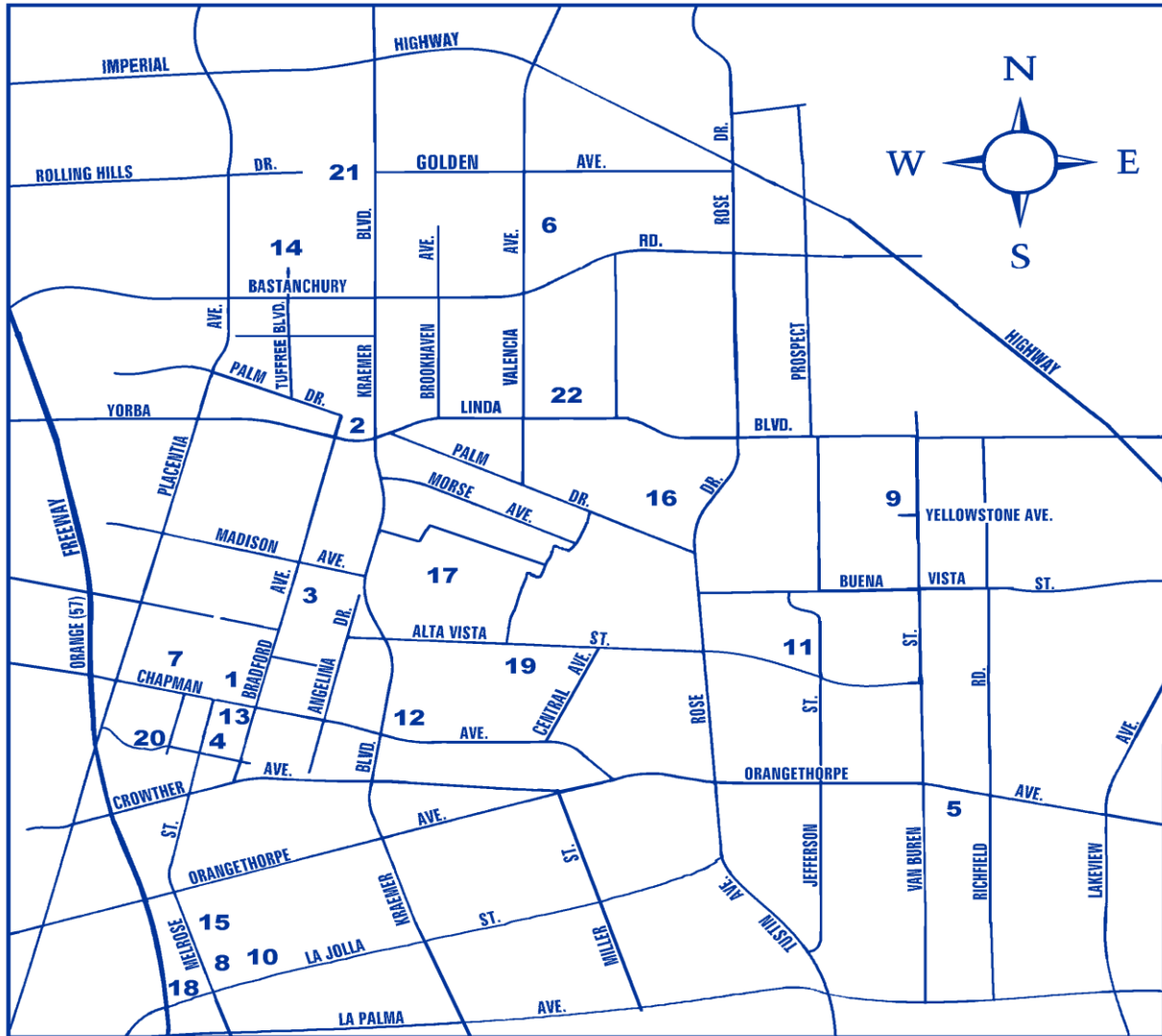
C. Schedule

The anticipated schedule of activities related to this RFQ/RFP is as follows:

RFQ Issued.....July 18, 2011
Final date for inquires.....August 4, 2011
Qualifications / Proposal Submittal Deadline.....August 18, 2011
Notice to Proceed.....September 7, 2011

Consultants are provided the opportunity to ask questions prior to submittal of a proposal. The final date to submit all questions is August 4, 2011, and should be submitted to City of Placentia, Attn: Eddie De La Torre, 401 E. Chapman Avenue, Placentia, CA 92870. Consultants are encouraged to visit the facilities identified in the RFQ/RFP.

City of Placentia Facilities & Park Map



Facilities

Aguirre Building.....	11	505 Jefferson St.
Backs Community Building.....	1	201 N. Bradford Ave.
Bradford House.....	2	136 E. Palm Circle
Gomez Center.....	5	1701 Atwood Ave.
Koch Recreation Center.....	6	2210 N. Valencia Ave.
Kraemer Clubhouse.....	7	116 N. Walnut Ave.
Human Services Office.....	15	900 S. Melrose Ave.
Placentia Civic Center.....	12	401 E. Chapman Ave.
E.T. Powell Building.....	13	143 S. Bradford Ave.
Tynes Gym.....	14	2101 N. Tuffree Blvd.
Whitten Center.....	15	900 S. Melrose Ave.

Parks

Parque del Arroyo Verde.....	16	1001 E. Palm Dr.
Bradford Park.....	2	136 E. Palm Circle
Goldenrod Park.....	17	925 Goldenrod St.
Jaycee Parkette.....	23	500 Kansas St.
Koch Park.....	6	2210 N. Valencia Ave.
Kraemer Park.....	1	201 N. Bradford Ave.
La Placita Parkette.....	18	La Jolla/Gonzales St.
Parque de Los Niños.....	5	1701 Atwood Ave.
Parque de Los Vaqueros.....	9	1200 N. Carlsbad St.
McFadden Ballfields.....	10	111 W. La Jolla St.
McFadden Park.....	15	900 S. Melrose Ave.
Placentia Champions Sports Complex.....	11	505 Jefferson St.
Richard R. Samp Park.....	19	600 Loyola Dr.
Santa Fe Park.....	20	550 W. Santa Fe Ave.
Tri-City Park.....	21	2301 N. Kraemer Blvd.
Tuffree Park.....	14	2101 N. Tuffree Blvd.
Wagner Park.....	22	700 Trumpet Ave.

ATTACHMENT "A"

Sample Professional Services Agreement

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this _____ day of _____, 20____, by and between the City of Placentia, a Municipal Corporation and Charter City (hereinafter referred to as “CITY”) and _____ [a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation] (hereinafter referred to as “CONSULTANT”).

A. Recitals.

(i) CITY has heretofore issued its Request for Proposal pertaining to the performance of professional services with respect to the preparation of _____ (“Project” hereinafter), a full, true and correct copy of which is attached hereto as Exhibit “A” and by this reference made a part hereof.

(ii) CONSULTANT has now submitted its proposal for the performance of such services, a full, true and correct copy of said proposal is attached hereto as Exhibit “B” and by this reference made a part hereof.

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY with regard to the Project.

(iv) CONSULTANT represents that it is qualified to perform such services and is willing to perform such professional services as hereinafter defined.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein it is agreed by and between CITY and CONSULTANT as follows:

B. Agreement.

1. Definitions: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:

(a) Administrator: The City Administrator of CITY or his or her designee.

(b) Project: The preparation of _____ as described in Exhibit “A” hereto including, but not limited to, the preparation of all requisite maps, surveys, reports, plans, models, computer files, and documents, the presentation, both oral and in writing, of such maps, surveys, reports, plans, models, computer files, and documents to CITY as required and attendance at any and all work sessions, public hearings and other meetings conducted by CITY with respect to the Project.

(c) Services: Such professional services as are necessary to be performed by CONSULTANT in order to complete the Project.

(d) Completion of Project: The date of completion of all phases of the Project, including any and all maps, surveys, reports, plans, models, computer files, and documents, the presentation, both oral and in writing, of such maps, surveys, reports, plans, models, computer files, and documents regarding the final approval of the Project as set forth in Schedule of Performance in Exhibit "A" hereto.

2. CONSULTANT Services: (a) CONSULTANT shall forthwith undertake and complete the Project in accordance with Exhibits "A" and "B" hereto and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of CITY. CONSULTANT is bound by the contents of CITY's Request for Proposal, Exhibit "A" hereto and incorporated herein by this reference, and the contents of the proposal submitted by CONSULTANT, Exhibit "B" hereto. In the event of conflict, the provisions of CITY's Request for Proposals and this Agreement shall take precedence over those contained in CONSULTANT's proposals.

(b) CONSULTANT shall supply copies of all requisite maps, surveys, reports, plans, models, computer files, and documents (hereinafter collectively referred to as "Documents") including all supplemental technical documents, as described in Exhibits "A" and "B" to CITY within the time specified in Exhibit "A". Copies of the Documents shall be in such numbers as are required by Exhibit "A". CITY may thereafter review and forward to CONSULTANT comments regarding said Documents and CONSULTANT shall thereafter make such revisions to said Documents as are deemed necessary. CITY shall receive revised Documents in such form and in the quantities determined necessary by CITY. The time limits set forth pursuant to this Section B.2.(b) may be extended upon prior written approval of CITY.

(c) CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

3. Payment for Services: (a) To pay CONSULTANT a maximum sum of \$_____ for the performance of the services required hereunder. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates or lump sum amounts for individual tasks. In no event, however, will said invoices exceed 95% of individual task totals described in Exhibits "A" and "B".

(c) CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of 95% of the maximum payable hereunder prior to receipt by CITY of all final Documents, together with all supplemental technical documents, as described herein, acceptable in form and content to CITY. Final payment shall be made not later than 60 days after presentation of final Documents and acceptance thereof by CITY.

(d) Additional services: Payment for additional services requested, in writing, by CITY, and not included in CONSULTANT's proposal as set forth in Exhibit "B" shall be paid on a reimbursement basis in accordance with the fee schedule set forth in said Exhibit "B." Any additional services must be approved, in advance, in writing, by the Administrator. Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within a reasonable time after said invoices are received by CITY.

4. CITY Assistance to CONSULTANT: CITY agrees to provide to CONSULTANT:

- (a) Information and assistance as set forth in Exhibit "A" hereto.
- (b) Photographically reproducible copies of maps and other information, if available, which CONSULTANT considers necessary in order to complete the Project.
- (c) Such information as is generally available from CITY files applicable to the Project.
- (d) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONSULTANT's responsibility to make all initial contact with respect to the gathering of such information.

5. Records and Documents: (a) CONSULTANT shall maintain complete and accurate records with respect to time, sales, costs, expenses, receipts and other such information required by CITY that relate to the performance of services under this Agreement. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible to the Administrator. CONSULTANT shall provide free access to the Administrator at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make

transcripts therefrom as necessary; and shall allow the inspection of all work, data, documents, proceedings, payroll documents, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original Documents notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CITY and may be used, reused, or otherwise disposed of by CITY without the permission of CONSULTANT. With respect to computer files, CONSULTANT shall make available to CITY, at the CONSULTANT'S office and upon reasonable written request by CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

6. Suspension or Termination: (a) CITY may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, CONSULTANT shall immediately cease all work under this Agreement, unless the notice provides otherwise. If CITY suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to CITY. Upon termination of the Agreement pursuant to this Section, CONSULTANT will submit an invoice to the CITY pursuant to Section 3 and shall provide to CITY any and all Documents, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

7. Default of CONSULTANT: (a) CONSULTANT'S failure to comply with the provisions of this Agreement shall constitute a default. In the event CONSULTANT is in default for cause under the terms of this Agreement, CITY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and CITY may terminate this Agreement immediately by written notice to CONSULTANT. If such failure by CONSULTANT to make progress in the performance of work hereunder arises out of causes beyond CONSULTANT'S control, and without fault or negligence of CONSULTANT, the same shall not be considered a default.

(b) If the Administrator CONSULTANT is in default in the performance of any of the terms or conditions of this Agreement, the Administrator shall cause to be served upon CONSULTANT written notice of default. CONSULTANT shall have ten (10) calendar days after service of said notice in which to cure the default by rendering satisfactory performance. In the event that CONSULTANT fails to cure its default within

such period of time, CITY shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. Notices and Designated Representatives: Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in this Section 8. The below-named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

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

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

9. Insurance: (a) CONSULTANT shall neither commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until all insurance required of the subcontractor has been obtained. CONSULTANT shall take out and maintain at all time during the term of this Agreement policies of insurance as required by Exhibit "C," attached hereto and by this reference herein incorporated.

(b) Minimum insurance limits shall be as specified in the Request for Proposals, Exhibit "A."

(c) In addition to the requirements of Exhibit "C," and prior to commencing work on the Project, CONSULTANT shall furnish to CITY a certificate of insurance as proof that it has taken out full workers' compensation insurance for all persons whom CONSULTANT may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California.

(d) In accordance with the provisions of California Labor Code Section 3700, every employer shall secure the payment of compensation to his employees. CONSULTANT prior to commencing work, shall sign and file with CITY a certification as follows:

“I am aware of the provisions of § 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

(e) CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of CITY to inform CONSULTANT of non-compliance with any insurance requirement in no way imposes any additional obligations on CITY nor does it waive any rights hereunder in this or any other regard.

(f) CONSULTANT may effect for its own account insurance not required under this Agreement.

10. Indemnification: CONSULTANT shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents and employees (“Indemnitees”), from all liability from loss, damage or injury to persons or property, including the payment by CONSULTANT of any and all legal costs and attorneys’ fees, in any manner arising out of the acts and/or omissions of CONSULTANT pursuant to this Agreement, including, but not limited to, all consequential damages, to the maximum extent permitted by law. In furtherance thereof, CONSULTANT agrees as follows:

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for CONSULTANT’s services, to the fullest extent permitted by law, CONSULTANT shall defend, indemnify, protect and hold harmless the Indemnitees from and against any and all claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, including but not limited to the extent same are caused or contributed to in whole or in part whether actual or threatened which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, occurred, or omitted to be done (“Claims”), by CONSULTANT, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement without regard to whether such Claims arise under federal, state, or local constitutions, statutes, rules or regulations, or the common law. With respect to the design of public improvements, CONSULTANT shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit “A” without the written consent of CONSULTANT.

(b) Indemnification for Other Than Professional Liability. In addition to indemnification related to the performance of professional services and to the full extent permitted by law, CONSULTANT shall further indemnify, protect, defend and hold harmless the Indemnitees from and against any liability (including Claims) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in

part, the performance of this Agreement by CONSULTANT or by any individual or entity for which CONSULTANT is legally liable, including but not limited to officers, agents, employees or subcontractors of CONSULTANT.

(c) General Indemnification Provisions. CONSULTANT agrees to obtain executed indemnity agreements which indemnify, protect, defend and hold harmless the Indemnitees from liability, with provisions identical to those set forth here in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required, this failure shall be a material breach of this Agreement, and Consultant agrees to be fully responsible according to the terms of this entire Section 10. CITY shall have no obligation to ensure compliance with this Section by CONSULTANT and failure to do so will in no way act as a waiver. This obligation to indemnify and defend is binding on the successors, assigns or heirs of Consultant, and shall survive the termination of this Agreement or this Section.

(d) Obligation to Defend. It shall be the sole responsibility and duty of CONSULTANT to fully pay for and indemnify the Indemnitees for the costs of defense, including but not limited to attorneys' fees and costs, for all Claims against CITY and the Indemnitees, whether covered or uncovered by CONSULTANT's insurance, against the CITY and/or the Indemnitees which arise out of any type of omission or error, negligent or wrongful act, of CONSULTANT, its officers, agents, employees, or subcontractors. CITY shall have the right to select defense counsel.

[The following paragraph used only when contract is related to construction.]

(e) Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of CITY under any provision of this Agreement, including CONSULTANT's obligation/or duty to defend against Claims, CONSULTANT shall not be required to indemnify CITY for liability attributable to the negligence of CITY, provided such negligence is determined by agreement between the parties or by the final judgment of a court of competent jurisdiction. In instances where CITY is shown to have been negligent and where CITY's negligence accounts for only a percentage of the liability involved, the obligation of CONSULTANT will be for that entire portion or percentage of liability not attributable to the negligence of CITY.

11. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, nor any monies due hereunder, by CONSULTANT without the prior written consent of CITY.

[Optional provision if Agreement for specialized services.]

Because of the personal nature of the services to be rendered pursuant to this Agreement, only _____ shall perform the services described in this

Agreement. _____ may use assistants, under direct supervision, to perform some of the services under this Agreement. CONSULTANT shall provide CITY fourteen (14) days' notice prior to the departure of _____ from CONSULTANT's employ. Should he/she leave CONSULTANT's employ, CITY shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between CITY and CONSULTANT.

12. Licenses/Certifications: At all times during the term of this Agreement, CONSULTANT shall keep and maintain, in full force and effect, all licenses or certifications required of CONSULTANT by law for the performance of the services described in this Agreement.

13. Legal Responsibilities: (a) Legal Requirements. CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. CONSULTANT shall at all times observe and comply with all such laws and regulations. Neither CITY, nor its elected or appointed officers, employees or agents shall be liable at law or in equity occasioned by failure of CONSULTANT to comply with this Section.

(b) Non-liability of City Officers and Employees. No elected or appointed officer, official, employee or agent of CITY shall be personally liable to CONSULTANT, or any successor-in-interest, in the event of any default or breach by CITY or for any amount which may become due to CONSULTANT or to its successor, or for breach of any obligation of the terms of this Agreement.

(c) Undue Influence. CONSULTANT declares and warrants that no undue influence or pressure is used against or in concert with any elected or appointed officer, official, employee or agent of CITY in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No elected or appointed officer, official, employee or agent of CITY will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CITY to any and all remedies at law or in equity.

(d) No Benefit to Employees. No elected or appointed officer, official, employee or agent of CITY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any

agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

(e) **Nondiscrimination.** In connection with its performance under this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. CONSULTANT shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

14. Patent/Copyright: (a) To the fullest extent permissible under law, and in lieu of any other warranty by CITY or CONSULTANT against patent or copyright infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim or suit against CITY on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and CONSULTANT shall pay all costs and damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of the suit or claim and given authority, information and assistance at CONSULTANT'S expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of CONSULTANT. However, CONSULTANT will not indemnify CITY if the suit or claim results from: (1) CITY's alteration of a deliverable, such that CITY's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONSULTANT when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

(b) CONSULTANT shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof and CONSULTANT shall not be obligated to indemnify CITY under any settlement made without CONSULTANT's consent or in the event CITY fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at CONSULTANT's expense. If the use or sale of such item is enjoined as a result of the suit or claim, CONSULTANT, at no expense to CITY, shall obtain for CITY the right to use and sell the item, or shall substitute an equivalent item acceptable to CITY and extend this patent and copyright indemnity thereto.

15. Release of Information/Conflict of Interest: (a) All information gained by CONSULTANT in performance of this Agreement shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not, without written authorization from the Administrator or unless requested by CITY's City

Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the CITY. Response to a subpoena or court order shall not be considered “voluntary” provided CONSULTANT gives CITY notice of such court order or subpoena.

(b) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the CITY. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any response to discovery requests provided by Consultant. However, CITY’s right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

[the following paragraph is only to be used when the City will be taking in a fee or deposit from an applicant and use those funds to retain the consultant to prepare an EIR, Specific Plan, or some other specific document or where the City is funding a similar development-type study]

(c) CONSULTANT covenants that neither CONSULTANT nor any officer or principal of CONSULTANT have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of CONSULTANT’s services hereunder. CONSULTANT further covenants that in the performance of this Agreement, no person having such interest shall be employed by CONSULTANT as an officer, employee, agent, or subconsultant. CONSULTANT further covenants that CONSULTANT has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in CITY or the study area and further covenants and agrees that CONSULTANT and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the CITY or the study area prior to the completion of the work under this Agreement.

16. Damages: In the event CONSULTANT fails to submit to CITY the completed Project, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of CITY, within the time set forth herein, or as may be extended by written consent of the parties hereto, CONSULTANT shall pay to CITY, as liquidated damages and not as a penalty, the sum of _____ dollars (\$) per day for each day CONSULTANT is in default, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in

performance by CONSULTANT, and due to the difficulty which would otherwise occur in establishing actual damages resulting from such default, unless said default is caused by CITY or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions.

17. Independent Contractor: The Parties hereto agree that CONSULTANT and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

18. Contractors Employee Employment Verification.

(Language to be used for all contracts over \$50,000)

Unauthorized Aliens. Consultant 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 Consultant 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, Consultant 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.

E-Verify. If Consultant is not already enrolled in the U.S. Department of Homeland Security's E-Verify program, Consultant shall enroll in the E-Verify program within fifteen days of the effective date of this Agreement to verify the employment authorization of employees assigned to perform work hereunder. Consultant shall verify employment authorization within three 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> . Consultant 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.

CONSULTANT/CONTRACTOR EXCEPTION:

Notwithstanding the foregoing, the City Council reserves the right to consider an alternative procedure to E-Verify if a program of equal or greater effectiveness is presented for consideration by a Consultant/Contractor. Any such alternative procedure shall be considered on a case-by-case basis.

19. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

20. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party in said legal proceeding shall

be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.

21. Authority to Execute: The person or persons executing this Agreement on behalf of CONSULTANT warrant(s) and represent(s) that he/she has the authority to execute this Agreement on behalf of CONSULTANT and has the authority to bind CONSULTANT to the performance of CONSULTANT's obligations hereunder.

22. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties.

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

CONSULTANT

CITY

Mayor

ATTEST: _____
City Clerk

Approved as to form:

Andrew V. Arczynski,
City Attorney

ATTACHMENT "B"

Insurance Requirements



INSURANCE REQUIREMENTS FOR CITY CONTRACTS

Instructions to Contractors/Vendors/Service Providers:

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 coverages 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.

The types of insurance required and the coverage amounts are specified below:

A. Minimum Scope of Insurance Required

1. **General Liability Insurance** is required whenever the City is at risk of third-party claims which may arise out of work or presence of a contractor, vendor and service provider on City premises. At a minimum this policy shall:
 - be written on a per occurrence basis; and
 - include products and completed operations liability, independent contractors liability, broad form contractual liability, and cross liability protection.
 - **General Liability Insurance shall be provided using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or equivalent as approved by Risk Manager. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another.**
2. **Automobile Liability Insurance** is required only when vehicles are used by a contractor, vendor or service provider in their scope of work or when they are driven off-road on City property. Compliance with California law requiring auto liability insurance is mandatory and cannot be waived. At a minimum this policy shall:

- be written on a per occurrence basis;
- include coverage for Bodily Injury and Property Damage, Owned, Non-owned and Hired Vehicles; and
- include coverage for owned, non-owned, leased and hired vehicles.
- **Automobile Liability Insurance shall be on ISO Business Auto Coverage form CA 00 01, including symbol 1 (Any Auto), or equivalent as approved by the Risk Manager.**

If an automobile is not used in connection with the services provided by the contractor, vendor or service provider, a written request to waive this requirement must be made to the Risk Manager.

3. **Workers' Compensation and Employer's Liability Insurances** is required for any contractor, vendor or service provider that has any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement form available from the City's Risk Manager. At a minimum, this policy shall:

- provide statutory requirements of the State of California; and
- include \$1,000,000 Employer's Liability.

4. **Errors and Omissions (if applicable)** coverage is required for licensed or other professional contractors doing design, architectural, engineering or other services that warrant such insurance. At a minimum this policy shall:

- cover liability for malpractice or errors and omissions made in the course of rendering professional services.
- **be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under the contract. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of the contract.**

B. Minimum Limits of Insurance Coverage Required

Under \$25,000	Limits TBD by Risk Manager
Over \$25,000 to \$5,000,000	\$1 Million per Occurrence/\$2 Million Aggregate
Over \$5 Million	Limits TBD by Risk Manager

Umbrella excess liability may be used to reach the limits required by the specific contract.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Each such policy shall

contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of contractor, vendor or service provider, subconsultants, subcontractors or others involved in the work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.

Additional insurance requirements may be imposed by the City for services or products that have a higher risk. Refer to the City's Risk Manager for information of the insurance requirements for the following types of services or products:

1. Construction contracts which are awarded or administered through City departments other than the Public Works Department;
2. Medical, excavation, drilling, trenching or shoring services, or services involving explosives or pyrotechnics;
3. Environmental consulting, engineering or related services or operations;
4. Custom manufactured products;
5. Products or services involving firearms, tobacco, alcohol, or controlled substances;
6. Any unusual or high-risk activities, operations or products.

C. General Standards for Insurance Policies:

All insurance policies shall meet the following general standards:

1. Insurance carrier is to be placed with duly licensed or approved non-admitted insurers in the State of California.
2. Insurers must have a Best's rating of B+, Class VII or higher (this rating includes those insurers with a minimum policyholder's surplus of \$50 to \$100 million). Exceptions to the Best's rating may be considered when an insurance carrier meets all other standards and can satisfy surplus amounts equivalent to a B+, Class VII rating.
3. Certificate must include evidence of the amount of any deductible or self-insured retention under the policy.

D. Verification of Insurance Coverage:

All individuals, contractors, agencies, and organizations conducting business for the City shall provide proof of insurance by submitting one of the following: (1) an approved [General](#) and/or [Auto Liability Endorsement Form for the City of Placentia](#); or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement ([see attached](#)) with the following endorsements stated on the certificate:

1. *"The City of Placentia, its elected and appointed officers, officials, employees and agents are named as an additional insureds"* ("as it relates to a specific contract" or "for any and all work performed with the City" may be included in this statement).

2. *“This insurance is primary and non-contributory over any insurance or self-insurance the City may have”* (“as it relates to a specific contract” or “for any and all work performed with the City” may be included in this statement). **See Example A below.**

As an alternative to the non-contributory endorsement, the City will accept a waiver of subrogation endorsement on the General Liability policy. At a minimum, this endorsement shall include the following language:

“This insurance company agrees to waive all rights of subrogation against the City of Placentia, its elected and appointed officers, officials and employees for losses paid under the terms of this policy which arise from the work performed by the named insured for the City.”

3. *“The insurance afforded by this policy shall not be cancelled except after thirty days prior written notice by certified mail return receipt requested has been given to the City.”* Language such as, “endeavor to” mail and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative” is not acceptable and must be crossed out. **See Example B below.**

The Workers’ Compensation and Employers’ Liability policies shall contain waiver of subrogation clause in favor of City, its elected and appointed officers, officials, employees, agents and volunteers. **See Example C below.**

In addition to the endorsements listed above, the City of Placentia shall be named the certificate holder on the policy.

All certificates and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the contractor’s obligation to provide them.

E. Acceptable Alternatives to Insurance Industry Certificates of Insurance:

The City will accept either a CG 20 10 10 01 or a CG 20 33 10 01 (or some form specific to a particular insurance company that has similar wording) as long as the form is accompanied by a CG 20 37 10 01. In addition, the City will accept the following:

- A copy of the full insurance policy which contains a thirty (30) days’ cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the City.
- Binders and Cover Notes are also acceptable as interim evidence for up to 90 days from date of approval

F. Endorsement Language for Insurance Certificates

Example A:

Example B:

THE INSURANCE SHALL BE PRIMARY WITH RESPECT TO THE INSURED SHOWN IN THE SCHEDULE ABOVE, OR IF EXCESS, SHALL STAND IN AN UNBROKEN CHAIN OF COVERAGE EXCESS OF THE NAMED INSURED'S SCHEDULED UNDERLYING PRIMARY COVERAGE. IN EITHER EVENT, ANY OTHER INSURANCE MAINTAINED BY THE INSURED SCHEDULED ABOVE SHALL BE IN EXCESS OF THIS INSURANCE AND SHALL NOT BE CALLED UPON TO CONTRIBUTE WITH IT.

Example C:

SHOULD ANY OF THE ABOVE-REFERENCED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~ENDEAVOR TO MAIL 30 DAYS*~~ WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~

**The broker/agent can include a qualifier stating "10 days notice for nonpayment of premium."*

G. Alternative Programs/Self-Insurance. Under certain

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY WITH RESPECT TO THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

circumstances, the City may accept risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs as verification of insurance coverage. These programs are subject to separate approval once the City has reviewed the relevant audited financial statements and made a determination that the program provides sufficient coverage to meet the City's requirements.

H. Waiver or Modification of the Insurance Requirements.

Any waiver or modification of the insurance requirements can only be made by the City's Risk Manager or designee at City's discretion. If you do not believe that the insurance requirements apply to you (e.g., you do not have employees and therefore are not subject to the State's workers' compensation insurance requirements; you do not drive an automobile in connection with the services you provide to the City; professional liability or errors and omissions liability insurance is not available for the type of services you are performing, etc.), please submit a written request for

waiver or modification of the insurance requirements and the reasons underlying your request to the Risk Manager. All requests for a wavier or modification will be reviewed and a final determination rendered by the Risk Manager.

ATTACHMENT "C"

Building Detail Report

CITY OF PLACENTIA
BUILDING DETAIL REPORT

Entity: 182 CITY OF PLACENTIA
 Site: 1 POWELL BUILDING
 Building: 143 S. BRADFORD AVENUE
 PLACENTIA, CA 92870

Year Built: 1926

Nbr. of Stories: 4,732

Square Footage: PLACENTIA SENIOR CENTER

Occupancy: D - ALL COMB (WOOD FRAME)

Frame Type: ISO Class:

Fire Protection: Fire: Audible/Visual

Distance to Hydrant: 50 feet

GENERAL BUILDING CHARACTERISTICS

Exterior Walls: Stucco

Roofing: Med, Tile-Terra Cotta

Foundation: Crawlspace

Floor Finish: Carpet, Linoleum, Ceramic Tile, Saltillo, Vinyl composite tile

Ceiling Finish: Exposed Beam-Wood

Partitions: Plaster on lath

EQ Retrofit:

Services: Electricity, Gas, Water, Sewer

Features: Fine period architectural detail; mission style. Arched doorways and wooden window frames, raised panel hardwood double entry door. Fireplace.

Notes: Placentia Senior Center occupies a building that was once a public library. Includes meeting rooms, offices and a small kitchen. Prior report had incorrect year built and incorrect occupancy type. Square footage per city-supplied data.

VALUATION CONCLUSIONS

Replacement Cost New: 615,765
 Exclusion Amount: 0
 Replacement Cost Less Exclusions: 615,765

CITY OF PLACENTIA
BUILDING DETAIL REPORT

Entity: 182 CITY OF PLACENTIA
Site: 5 JOHN TYNES RECREATION CENTER
Building: 2101 N. TUFREE BOULEVARD
PLACENTIA, CA 92870

Year Built: 1970
Nbr. of Stories: 6,048
Square Footage: GYM
Occupancy: CB - CONCRETE BLOCK
Frame Type:
ISO Class:
Fire Protection:
Distance to Hydrant:

GENERAL BUILDING CHARACTERISTICS

Exterior Walls: Concrete Block

Roofing: Flat

Foundation: Concrete Slab

Floor Finish: Concrete, Linoleum

Ceiling Finish: Suspended, Acoustical, Plaster Smooth (Office), Exposed Beam-Wood

Partitions: Drywall, Concrete Block

EQ Retrofit:

Services: Electricity, Gas, Water, Sewer

Features:

Notes: Gymnasium with offices. Square footage per appraiser measurements. Good construction quality.

VALUATION CONCLUSIONS

Replacement Cost New: 1,007,154
Exclusion Amount: 0
Replacement Cost Less Exclusions: 1,007,154

CITY OF PLACENTIA
BUILDING DETAIL REPORT

Entity: 182 CITY OF PLACENTIA
 Site: 6 KRAEMER MEMORIAL PARK
 Building: 201 N. BRADFORD AVE
 PLACENTIA, CA 92870

Year Built: 1970
 Nbr. of Stories: 2
 Square Footage: 9,472
 Occupancy: BACKS COMMUNITY CENTER
 Frame Type: C - MASONRY CONST/WOOD ROOF
 ISO Class:
 Fire Protection: Security: Burglar Alarm; Fire: Audible/Visual
 Distance to Hydrant: 75 feet

GENERAL BUILDING CHARACTERISTICS

Exterior Walls: Concrete Block

Roofing: Med. Tile-Terra Cotta

Foundation: Concrete Slab. Lower levels semi-subterranean.

Floor Finish: Carpet, Vinyl composite tile

Ceiling Finish: Suspended, Acoustical, Acoustical Tile, Plaster Sprayed

Partitions: Drywall, Concrete Block

EQ Retrofit:

Services: Electricity, Gas, Water, Sewer

Features: Canopy/deck at rear. Raised panel wood double entry doors.

Notes: Community center has two classrooms, restrooms and storage areas on the lower level. Upper level has a community room with small stage, service kitchen and restrooms. Concrete deck at rear. Square footage as measured by the appraiser was used in this report; it was significantly larger than supplied data of 7,499 SF.

VALUATION CONCLUSIONS

Replacement Cost New: 1,365,355
 Exclusion Amount: 0
 Replacement Cost Less Exclusions: 1,365,355

CITY OF PLACENTIA
BUILDING DETAIL REPORT

Entity: 182 CITY OF PLACENTIA
Site: 12 MCFADDEN PARK
Building: 900 S. MELROSE AVE
PLACENTIA, CA 92870

Year Built: 1970
Nbr. of Stories:
Square Footage: 9,278
Occupancy: WHITTEN COMMUNITY CENTER
Frame Type: D - ALL COMB (WOOD FRAME)
ISO Class:
Fire Protection: Security: Burglar Alarm; Fire: Manual Pull Station, Smoke Alarm,
Audible/Visual; Fire Alarm system

Distance to Hydrant:

GENERAL BUILDING CHARACTERISTICS

Exterior Walls: Stucco

Roofing: Med. Tile-Terra Cotta

Foundation: Concrete Slab

Floor Finish: Carpet, Vinyl composite tile

Ceiling Finish: Suspended, Acoustical

Partitions: Drywall

EQ Retrofit:

Services: Electricity, Gas, Water, Sewer

Features:

Replacement Cost New: 1,674,741
Exclusion Amount: 0

Replacement Cost Less Exclusions: 1,674,741

Notes: Building was recently renovated and updated. Community center has offices, meeting rooms, game rooms, restrooms. Square footage per appraiser measurements.



CITY OF PLACENTIA
BUILDING DETAIL REPORT

Entity: 182 CITY OF PLACENTIA
Site: 13 MCFADDEN PARK
Building: 900 MELROSE
PLACENTIA, CA 92870

Year Built:
Nbr. of Stories: 888
Square Footage: POOL/RESTROOMS/PUMPHOUSE-OFFICE-STORAGE
Occupancy: M - MIXED NON-COMB/COMB
Frame Type:
ISO Class:
Fire Protection:
Distance to Hydrant:

GENERAL BUILDING CHARACTERISTICS

Exterior Walls: Stucco

Roofing: Med, Tile-Terra Cotta

Foundation: Concrete Slab

Floor Finish:

Ceiling Finish:

Partitions:

EQ Retrofit:

Services:

Features: Pool Complex

Notes: Only two city-owned structures are located in McFadden Park - Whitten Center (Location 12) and a separate fenced pool complex with a restroom building and a pump house/storage/small office structure all on the same concrete pad. This line item (Location 13) has no identifiers and is being utilized for the pool complex. Reported square footage is for the restroom building and office/pumphouse/storage building. Appraiser was not able to enter pool facility and estimated dimensions/square footage.

VALUATION CONCLUSIONS

Replacement Cost New: 363,731
Exclusion Amount: 0
Replacement Cost Less Exclusions: 363,731

CITY OF PLACENTIA
BUILDING DETAIL REPORT

Entity: 182 CITY OF PLACENTIA
Site: 16 LOS NINAS PARK
Building: 1701 ATWOOD
 PLACENTIA, CA 92870

Year Built: 1975
Nbr. of Stories: 2,452
Square Footage: L. JACK GOMEZ COMMUNITY CENTER
Occupancy: D - ALL COMB (WOOD FRAME)
Frame Type:
ISO Class:
Fire Protection: Security: Burglar Alarm; Fire: Smoke Alarm
Distance to Hydrant:

GENERAL BUILDING CHARACTERISTICS

Exterior Walls: Stucco

Roofing: Med, High, Tile-Terra Cotta

Foundation: Concrete Slab

Floor Finish: Carpet, Vinyl composite tile

Ceiling Finish: Acoustical Tile, Plaster Smooth

Partitions: Drywall, Wood

EQ Retrofit:

Services: Electricity, Gas, Water, Sewer

Features: Angled cathedral ceiling in small part of community center section.

Notes: The Gomez Center consists of two enclosed sections under a common roof, separated by a breezeway. It has a meeting room, a small kitchen offices and recreation and crafts rooms. Square footage as measured by appraiser is consistent with the square footage data supplied by the city, which is used here.

VALUATION CONCLUSIONS

Replacement Cost New:	419,765
Exclusion Amount:	0
Replacement Cost Less Exclusions:	419,765

CITY OF PLACENTIA
BUILDING DETAIL REPORT

Entity: 182 CITY OF PLACENTIA
Site: 17 LOS NINAS PARK
Building: 1701 ATWOOD
PLACENTIA, CA 92870

Year Built: 1970
Nbr. of Stories:
Square Footage: 104
Occupancy: POOL WIRESTROOMS-SHOWER-PUMPHOUSE BLDG
Frame Type: D - ALL COMB (WOOD FRAME)
ISO Class:
Fire Protection:
Distance to Hydrant:

GENERAL BUILDING CHARACTERISTICS

Exterior Walls: Stucco, Ceramic Tile

Roofing: Med, Tile-Terra Cotta

Foundation: Concrete Slab

Floor Finish:

Ceiling Finish:

Partitions:

EQ Retrofit:

Services:

Features:

Notes: Restroom building includes pool shower and pool pumps. It is located inside the fence for the pool. Pool included in valuation. All on one concrete pad. Square footage per appraiser measurements. No access to interior of building.

VALUATION CONCLUSIONS

Replacement Cost New: 277,941
Exclusion Amount: 0
Replacement Cost Less Exclusions: 277,941

CITY OF PLACENTIA
BUILDING DETAIL REPORT

Entity: 182 CITY OF PLACENTIA
Site: 18 CORPORATION YARD
Building: BUILDING MAINTENANCE OFFICE
2929 E. LA JOLLA ST.
ANAHEIM, CA 92870

Year Built: 1970

Nbr. of Stories:

Square Footage: 9,000

Occupancy:

Frame Type: C - MASONRY CONST/WOOD ROOF

ISO Class:

Fire Protection: Security: Burglar Alarm, Video Monitor; Fire: Smoke Alarm

Distance to Hydrant:

GENERAL BUILDING CHARACTERISTICS

Exterior Walls: Glass, Concrete, with Concrete Deco

Roofing: Flat, Built Up, Smooth Roll

Foundation: Concrete Slab

Floor Finish: Carpet, Concrete, Vinyl composite tile

Ceiling Finish: Suspended, Acoustical, Plaster Smooth

Partitions: Drywall, Concrete Block, Concrete

EQ Retrofit:

Services: Electricity, Gas, Water, Sewer

Features:

VALUATION CONCLUSIONS
Replacement Cost New: 1,954,922
Exclusion Amount: 0

Replacement Cost Less Exclusions: 1,954,922

Notes: Maintenance department offices, storage, conference room, break room, locker room, three truck bays with roll-up doors on each end; fuel island with one diesel and two gas pumps, single-sided; reported to have two 10,000 gallon underground fuel storage tanks; two canopies, one is over the fuel island.

Address corrected from 2999 E. La Jolla.

CITY OF PLACENTIA
BUILDING DETAIL REPORT

Entity: 182 CITY OF PLACENTIA
Site: 19 CORPORATION YARD
Building: 2999 E. LA JOLLA
ANAHEIM, CA 92870

Year Built: 1970
Nbr. of Stories:
Square Footage: 7,000
Occupancy: SHOP, STORAGE, VEHICLE CANOPY
Frame Type: CB - CONCRETE BLOCK
ISO Class:
Fire Protection:
Distance to Hydrant:

Image not available

GENERAL BUILDING CHARACTERISTICS

Exterior Walls: Concrete Block, Metal

Roofing: Flat, Metal

Foundation: Concrete Slab

Floor Finish: Concrete

Ceiling Finish: Exposed Beam

Partitions: Metal

EQ Retrofit:

Services: Electricity

Features: Includes fully enclosed and open sections.

Notes: Structure has two fully enclosed sections for a building maintenance shop and storage, plus two open canopy sections for vehicle and equipment storage. Mixed construction of concrete block and steel walls, with steel beam supports in canopy section.

VALUATION CONCLUSIONS

Replacement Cost New:

333,357

Exclusion Amount:

0

Replacement Cost Less Exclusions:

333,357

CITY OF PLACENTIA
BUILDING DETAIL REPORT

Entity: 182 CITY OF PLACENTIA
 Site: 20 CIVIC CENTER
 Building: 401 E. CHAPMAN
 PLACENTIA, CA 92870

Year Built: 1970
 Nbr. of Stories: 1
 Square Footage: 22,000
 Occupancy: CITY HALL, POLICE DEPARTMENT, JAIL
 Frame Type: C - MASONRY CONSTRUCTED ROOF
 ISO Class:
 Fire Protection: Security: PD manned 24h; Fire: Manual Pull Station, Smoke Alarm, Audible/Visual

Distance to Hydrant:GENERAL BUILDING CHARACTERISTICS

Exterior Walls: Brick, concrete with embedded stone, decorative ceramic tile.

Roofing: Flat, Med, Tile-Terra Cotta

Foundation: Concrete Slab

Floor Finish: Carpet, Ceramic Tile, Saltillo, Vinyl Tile

Ceiling Finish: Suspended, Acoustical, Acoustical Tile

Partitions: Drywall, Wood, Brick, Acoustic Walls in Council Chamber

EQ Retrofit:
 Services: Electricity, Gas, Water, Sewer

Features: Entry atrium with skylight; raised-panel wood interior doors; hardwood counters and service desks.

Notes: Civic Center includes city hall with offices, meeting rooms, classrooms, emergency operations center, break room; council chambers with approx. 130 seats; police headquarters with offices, sally port, dispatch, training rooms, report writing room, locker rooms, evidence room, armory, copy room, server room, conference rooms, break room, interview rooms. Jail located with PD has 10 cells, two holding areas, one juvenile holding cell, booking area. Per city documentation, facility is 22,000 SF overall, with PD at 15,000 SF including jail/booking at 1,338 SF. Interior photos not permitted.

VALUATION CONCLUSIONS

Replacement Cost New:	3,905,859
Exclusion Amount:	0
Replacement Cost Less Exclusions:	3,905,859

11/04/2009

CITY OF PLACENTIA
BUILDING DETAIL REPORT

As of: 10/20/2009
Page: 11

Notes:

Prior notes:

5/09: Rental interruption = 2009 Lease Revenue Bonds

CITY OF PLACENTIA
BUILDING DETAIL REPORT

Entity: 182 CITY OF PLACENTIA
Site: 28 PLACENTIA CHAMPIONS SPORTS COMPLEX
Building:

505A JEFFERSON STREET
PLACENTIA, CA 92870

Year Built: 1995
Nbr. of Stories:
Square Footage: 1,872
Occupancy: CONCESSIONS BUILDING
Frame Type: C - MASONRY CONST/WOOD ROOF
ISO Class:
Fire Protection: Security: Burglar Alarm; Fire: Smoke Alarm
Distance to Hydrant:

GENERAL BUILDING CHARACTERISTICS

Exterior Walls: Concrete Block

Roofing: Med, Tile-Terra Cotta

Foundation: Concrete Slab

Floor Finish: Concrete, Vinyl composite tile

Ceiling Finish: Suspended, Acoustical

Partitions: Drywall

EQ Retrofit:

Services: Electricity, Gas, Water, Sewer

Features:

Notes: Concession stand with small office, externally-accessible public restroom and a 15' x 26' storage section; two roll-up doors. External canopy 10' x 20', all per appraiser measurements.

VALUATION CONCLUSIONS

Replacement Cost New: 259,292
Exclusion Amount: 0
Replacement Cost Less Exclusions: 259,292

CITY OF PLACENTIA
BUILDING DETAIL REPORT

Entity: 182 CITY OF PLACENTIA
Site: 29 PLACENTIA CHAMPIONS SPORTS COMPLEX
Building: 505 JEFFERSON STREET
PLACENTIA, CA 92870

Year Built: 1996
Nbr. of Stories: 2,001
Square Footage: ALFRED V. AGUIRRE RECREATION BUILDING
Occupancy: C - MASONRY CONSTWOOD ROOF
Frame Type:
ISO Class:
Fire Protection: Fire: Smoke Alarm
Distance to Hydrant: 150 feet

GENERAL BUILDING CHARACTERISTICS

Exterior Walls: Concrete Block

Roofing: Med, Tile-Terra Cotta

Foundation: Concrete Slab

Floor Finish: Vinyl composite tile

Celling Finish: Suspended, Acoustical

Partitions: Drywall, Concrete Block

EQ Retrofit:

Services: Electricity, Gas, Water, Sewer

Features: Skylight: mirrored interior wall.

Notes: Recreation building with meeting room and public rest rooms; canopy at front of building. Square footage per appraiser measurements. City-reported square feet for the sports complex is 2,919 SF, but this may include another structure.

VALUATION CONCLUSIONS

Replacement Cost New: 467,157
Exclusion Amount: 0
Replacement Cost Less Exclusions: 467,157