

# City of Los Alamitos

## Agenda Report Consent Calendar

December 16, 2013  
Item No: 8D

**To:** Mayor Warren Kusumoto & Members of the City Council  
**Via:** Bret M. Plumlee, City Manager  
**From:** Corey Lakin, Director of Recreation and Community Services  
**Subject:** Race on the Base Equipment Rental

**Summary:** This item is to authorize the City Manager to rent equipment for the Race on the Base. The Race on the Base event requires additional equipment from external vendors due to limited existing City resources. This item has been placed on the agenda because the cost of the rental exceeds the purchasing limit of the City Manager. Race registration, vendor fees and sponsorship revenues offset the cost of the equipment rental.

**Recommendation:** Authorize the City Manager to rent equipment from Big Top Rentals for the 2014 Race on the Base in an amount not to exceed \$30,000 and to execute a contract in a form to be approved by the City Attorney.

## Background

The 33<sup>rd</sup> Annual Los Alamitos Race on the Base is scheduled for Saturday, February 22, 2014 at the Joint Forces Training Base in Los Alamitos. The Race includes the following events: Mission: Kids Run 1K, 5K Walk, 5K Run, 10K Run, 10K Handcycle/Wheelchair Race, 10K Skate, Reverse Triathlon, and Kids Junior Reverse Triathlon. The event also features static military displays, live musical entertainment, a two-day Vendor Expo, and free food for all race participants, staff and volunteers.

The Vendor Expo provides local businesses and organizations an opportunity to showcase themselves to the community through information and giveaways. In previous years, the Vendor Expo has been outdoors on the tarmac and vendors have been spread out between the Start and Finish lines. During this past year's Race on the Base, in order to mitigate these issues and retain past and attract new vendors, staff rented large tents (300' x 100') to cover the Vendor Expo. The tented area became the focal point of the event, provided protection from the weather, increased the number of vendors, and increased the vendor-spectator/participant interaction. The two-day Vendor Expo will included:

- Registration and packet pick-up
- Shirt Distribution
- Volunteer check-in

- Volunteer lounge
- Goodie bags giveaways
- Sampling booths
- Sponsor booths
- Kids Fun Zone
- Race on the Base Merchandise
- Breakfast and Lunch from Johnny Rebs' with an eating area
- Stage with entertainment and awards
- Area for course maps
- Area for race results

## Discussion

The Recreation and Community Services Department requested local companies to bid on the following equipment specifications:

- 40'x300'x8' Canopy (white) – qty 3 – placed side by side.
- 20'x20'x8' Canopy (white) – qty 1
- 8'x20' sidewall windows (white)
- Lighting for the canopies
- Water barrels to secure the canopies
- 6' tables – qty 165
- Chairs – qty 375
- 48" round tables – qty 15
- 60" round tables – qty 15
- 30" round tables with tall poles – qty 15
- Table covers for all round tables
- 3' pipe and drape – qty 900
- 8" pipe and drape – qty 650
- 45K generator – qty 3
- Power boxes – qty 12
- Power cords – qty 12
- Lighted Exit and No Smoking signs
- Fire extinguishers
- Stand-by staff for generators/walls/trouble shooting

Vendors were asked to provide equipment that is in excellent condition and must adhere to the timeline approved by the Joint Forces Training Base. All canopies, tables, chairs, pipe and drape must be set-up by 12:00 p.m. in order to allow the vendors ample time to setup their booth space.

Twelve vendors were contacted to submit a bid for the Race on the Base equipment rentals based on the specified equipment list. Staff solicited vendors known to be competitive at offering the lowest prices possible and considerable research was undertaken prior to contacting the vendors. Five out of the twelve vendors submitted a bid.

<b>Company</b>	<b>Equipment Rental Quote</b>
Big Top Rentals	\$24,598.75
Events by Noonan	\$26,742.94
Choura Events	\$30,081.75
So Cal Tents & Events	\$36,271.55
ELM Concierge	\$48,072.35
Amazing Tents & Events	Incomplete bid
Classic Party Rentals	Did not submit bid
American Rentals, Inc.	Did not submit bid
Atlas Party Rentals	Did not submit bid
All American Party Rentals	Did not submit bid
Coast Party Rentals	Did not submit bid
Fiesta de Carnival	Did not submit bid

Although the quote for the equipment is \$24,598.75, the final cost for rentals may need to be revised upward due to additional registrations, additional vendors/sponsors, weather, and/or other factors between now and the date of the race. To be safe and to provide a cushion for any additional equipment needs, this agenda item seeks approval to rent equipment for the 2014 Race on the Base in an amount not to exceed \$30,000.

Staff is recommending the bid be awarded to Big Top Rentals for the following reasons:

1. Big Top Rentals came in as the lowest bid.
2. RUN Racing, the City's contracted Race Management Company, has a longstanding working relationship with Big Top Rentals and recommends utilizing their services.
3. Big Top Rentals reference list includes events such as the 2012 and 2013 Race on the Base, Winter Wonderland at the Plaza, Surf City Half Marathon, the Long Beach Marathon and Half Marathon, and the OC Marathon.
4. Big Top Rentals has the experience, expertise, and appropriate levels of staff to follow the setup guidelines as stipulated by the Joint Forces Training Base. They have been awarded the equipment bid the last two years.
5. All of Big Top Rentals equipment is in excellent condition and is owned by the company. Big Top Rentals does not need to subcontract with any other equipment rental company to fulfill the equipment specifications. Staff has seen their equipment first-hand at last year's Race on the Base, Long Beach Marathon, Holiday Half Marathon and Surf City Marathon.

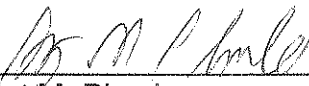
## Fiscal Impact

Race registration, vendor fees and sponsorships include the rental of the equipment for the Vendor and Event Expo. Funds for the equipment rental are incorporated into the Race on the Base line item in the Recreation and Community Services Department Special Events budget. The department scrutinizes every expenditure in an effort to minimize costs as much as possible.

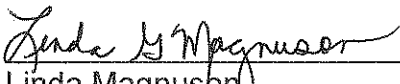
Submitted By:

  
\_\_\_\_\_  
Corey Lakin  
Director of Recreation and Community Services

Approved By:

  
\_\_\_\_\_  
Bret M. Plumlee  
City Manager

Fiscal Impact Reviewed By:

  
\_\_\_\_\_  
Linda Magnuson  
Interim Director of Finance

Attachments:

1. Professional Services Agreement with Big Top Rentals
2. Big Top Rentals Quote

**PROFESSIONAL SERVICES AGREEMENT**  
(City of Los Alamitos/ *Big Top Rentals*)

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Los Alamitos, a California municipal corporation (“City”), and Big Top Rentals, a special event equipment rental company. (“Consultant”).

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: special event equipment rental.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

**3. DEFINITIONS**

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s November 6, 2013 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s November 6, 2013 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: February 20, 2014.
- 3.4 “Expiration Date”: February 22, 2014.

**4. TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

**5. CONSULTANT’S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any

such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Thirty thousand Dollars (\$30,000.00) unless specifically approved in advance and in writing by City.

- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Linda Ramge** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

## 6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule and Section 5.1 of this Agreement above.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant unless otherwise required by law.

- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule nor to claim payment other than in compliance with this Agreement, including Section 5.1 above.. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services

## **7. OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

## **8. RELATIONSHIP OF PARTIES**

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

Under no circumstances shall Consultant look to the City as his employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned PERS retirement benefits, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation.

## **9. CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

**10. INDEMNIFICATION**

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other costs and expenses of litigation.
- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 are not limited by the provisions of any workers' compensation statute or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section 10 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. If Consultant fails to obtain such indemnity



obligations from others as required herein, Consultant agrees to be fully responsible and to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies apply to the claim, demand, damage, liability, loss, cost or expense.

## **11. INSURANCE**

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, death, loss, damage, underground hazard, and explosion and collapse hazard where applicable.
  - 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
  - 11.1.3 Worker's Compensation insurance if and as required by the laws of the State of California.
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverages that meet all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest

edition of Best's Insurance Guide.

- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant's expense.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the policies required by this Agreement are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall file with City's Risk Manager such certificate(s) prior to commencement of work under this Agreement.
- 11.6 Consultant shall provide proof to the City's Risk Manager that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage at least two weeks prior to the expiration of the coverages.
- 11.7 The general liability and automobile policies of insurance required by this Agreement shall contain endorsements naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of

Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

**12. MUTUAL COOPERATION**

12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

12.2 If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

**13. RECORDS AND INSPECTIONS**

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

**14. PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

**15. NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:	If to Consultant:
City of Los Alamitos Recreation & Community Services	Big Top Rentals
10911 Oak Street	4920 E. La Palma Ave
Los Alamitos, CA 90720	Anaheim, CA 92807
Attn: Corey Lakin	Attn: Linda Ramge
Telephone: (562) 430-1073	Telephone: (714) 630-0661
Facsimile: (562) 594-9657	Facsimile: (714) 630-0662

With courtesy copy to:

Cary S. Reisman, City Attorney  
Wallin, Kress, Reisman, & Kranitz, LLP  
2800 28<sup>th</sup> Street, Suite 315  
Santa Monica, CA 90405-6205  
Telephone: (310) 450-9582, x333

**16. SURVIVING COVENANTS**

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

**17. TERMINATION**

- 17.1. City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2. If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

**18. GENERAL PROVISIONS**

- 18.1. Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability medical condition or any other unlawful basis.
- 18.3. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section

or paragraph at the head of which it appears, the section or paragraph, and not such heading, shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).

- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition of this Agreement. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in a writing signed by one authorized to bind the party asserted to have consented to the waiver.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees incurred in such action. The venue for any litigation shall be Orange County, California and Consultant hereby consents to jurisdiction in Orange County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of

the State of California.

18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

**“City”**  
**City of Los Alamitos**

**“Consultant”**  
**Big Top Rentals**

By: \_\_\_\_\_  
Bret M. Plumlee, City Manager

By: Linda Range  
Linda Range, Account Rep

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

Date: 12-4-13

By: David Duncan  
David Duncan, Owner

Date: 12/04/13

Attest:

By \_\_\_\_\_  
Windy Quintanar, CMC

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

Approved as to form:

By Cary Reisman  
Cary Reisman, City Attorney

## EXHIBIT A SCOPE OF WORK

Consultant will perform the following services for the 2013 Race on the Base event:

Supply the City with the necessary rental equipment requested by the City for the Race on the Base including, but not limited to:

- 40'x300'x8' Canopy (white) – qty 3 – placed side by side.
- 20'x20'x8' Canopy (white – qty 1
- 8'x20' solid sidewall (white) – qty 5
- 8'x20' window sidewall (white) - 45
- Lighting for the canopies
- Water barrels to secure the canopies
- 6' tables – qty 165
- 8' tables – qty 12
- Chairs – qty 375
- 48" round tables – qty 15
- 60" round tables – qty 15
- 30" round tables with tall poles – qty 15
- Table covers for all round tables
- 3' pipe and drape – qty 900
- 8" pipe and drape – qty 650
- 45K generator – qty 3
- Power boxes – qty 12
- Power cords – qty 12
- Fire extinguishers – qty 8
- Lighted exit and no smoking signs – qty 8
- Stand-by staff for generators/walls/trouble shooting on Saturday, February 23, 2013.

All Equipment must be in excellent working and clean condition.

Adhere to the timeline approved by the Joint Forces Training Base including the approved setup time of the tents.

All canopies, tables, chairs, pipe and drape must be setup by 12:00 noon on Friday, February 21, 2014 to allow vendors ample time to setup their booth space.

Teardown of all canopies, tables, chairs, pipe and drape will begin at 2:00pm or once approved by the Director of Recreation and Community Services or his/her designee.

All rental equipment must be cleaned and removed from the Joint Forces Training Base by the end of day on Saturday, February 22, 2014.

EXHIBIT B  
APPROVED FEE SCHEDULE

The Consultant will invoice the City for the rental equipment used for the Race on the Base. The City agrees to pay the Consultant for the equipment rented at a rate mutually agreed upon within six (6) weeks of receipt of the invoice.

Based on the list of rental items in the Scope of Work (Exhibit A) and the other rental items needed based on the evolving nature of Race on the Base, specifically, the changing requirements of the JFTB, needs of sponsors, vendors and staff, weather issues, and participant attendance. City will provide Consultant with a check for the equipment rental not to exceed \$30,000. Consultant and the City will agree upon the quantities and pricing of all rental items prior to rental of the equipment.





# BIGTOP RENTALS

67066

Deliver Date:

2/20/14

Pickup Date:

2/22/14

**Bill To:**

CITY OF LOS ALAMITOS  
10911 OAK ST  
LOS ALAMITOS, CA 90720

**Ship to:**

LOS ALAMITOS MILITARY BASE  
4442 DOLITTLE AVE  
LOS ALAMITOS, CA 90720

Customer ID	Customer Contact	Time Request	
CITY OF LOS ALAMITOS	RON NODA		
Sales Rep ID	Phone #	Customer Fax	Payment Terms
204 LR	562-430-1073 X511	562-594-9657	C.O.D.

Quantity	Description	Price Each	Amount
3	40' X 300' CANOPY WHITE	4,800.00	14,400.00
1	20' X 20' FESTIVAL WHITE VOLUNTEER	263.00	263.00
5	SIDEWALL SOLID 8' X 20'	30.00	150.00
45	SIDEWALL WINDOW 8' X 20'	35.00	1,575.00
36,000	LIGHTING	0.05	1,800.00
150	WATER BARRELS WITH COVERS (4) FOR SCAFFOLDING	10.00	1,500.00
165	TABLE BANQUET 6'	7.50	1,237.50
12	TABLE BANQUET 8'	8.50	102.00
375	CHAIRS SAMSONITE IVORY	0.85	318.75
15	TABLE ROUND 48"	7.50	112.50
15	TABLE ROUND 60"	8.00	120.00
15	TABLE ROUND 30" TALL POLE	10.00	150.00
15	KWIK COVER ROUND 48" BLUE	4.50	67.50
15	KWIK COVER ROUND 60" BLUE	4.50	67.50
15	KWIK COVER ROUND 30" BLUE	4.00	60.00
900	PIPE AND DRAPE 3'	3.00	2,700.00
650	PIPE AND DRAPE 8'	3.50	2,275.00
3	GENERATOR 45K	250.00	750.00
12	POWER BOXES	40.00	480.00
12	POWER CORDS	30.00	360.00
15	CORD PROTECTORS	10.00	150.00
8	LIGHTED EXIT SIGNS, NO SMOKING SIGNS, FIRE EXT.	35.00	280.00
1	DISCOUNT	4,700.00	-4,700.00
1	OVERTIME FEE	300.00	300.00

**PLEASE MAKE CHECK PAYABLE TO:  
BIG TOP RENTALS**

Date Check/CC No:

Subtotal	Continued
Ms/Wc	Continued
Total Invoice	Continued
Payment	
<b>Total Due</b>	<b>Continued</b>



# BIGTOP RENTALS

67066

Deliver Date:

2/20/14

Pickup Date:

2/22/14

**Bill To:**

CITY OF LOS ALAMITOS  
10911 OAK ST  
LOS ALAMITOS, CA 90720

**Ship to:**

LOS ALAMITOS MILITARY BASE  
4442 DOLITTLE AVE  
LOS ALAMITOS, CA 90720

Customer ID	Customer Contact	Time Request	
CITY OF LOS ALAMITOS	RON NODA		
Sales Rep ID	Phone #	Customer Fax	Payment Terms
204 LR	562-430-1073 X511	562-594-9657	C.O.D.

Quantity	Description	Price Each	Amount
1	DELIVERY/PICK UP LOS ALAMITOS	80.00	80.00

**PLEASE MAKE CHECK PAYABLE TO:  
BIG TOP RENTALS**

Date Check/CC No:

Subtotal	24,598.75
Ms/Wc	
Total Invoice	24,598.75
Payment	
<b>Total Due</b>	<b>24,598.75</b>