



**Agenda**  
**City of Vernon**  
**Regular City Council Meeting**  
**Tuesday, February 04, 2020, 09:00 AM**  
**City Hall, Council Chamber**  
**4305 Santa Fe Avenue**  
**Vernon, California**

**Melissa Ybarra, Mayor**  
**Leticia Lopez, Mayor Pro Tem**  
**William Davis, Council Member**  
**Carol Menke, Council Member**  
**Diana Gonzales, Council Member**

**CALL TO ORDER**

**FLAG SALUTE**

**ROLL CALL**

**CHANGES TO THE AGENDA**

**PUBLIC COMMENT**

At this time the public is encouraged to address the City Council on any matter that is within the subject matter jurisdiction of the City Council. The public will also be given a chance to comment on matters which are on the posted agenda during City Council deliberation on those specific matters.

**PRESENTATION**

**1. Public Works**

[Vernon's Los Angeles River Active Transportation Access Plan](#)

Recommendation:

No action required by City Council. This is a presentation only.

[1. Vernon's LA River Active Transportation Access Plan](#)

[2. Presentation on Vernon's LA River Active Transportation Access Plan](#)

## **CONSENT CALENDAR**

All matters listed on the Consent Calendar are to be approved with one motion. Items may be removed from the Consent Calendar by any member of the Council. Those items removed will be considered immediately after the Consent Calendar.

**2. City Clerk**

[Approval of Minutes](#)

Recommendation:

Approve the January 7 and January 21, 2020 Regular City Council meeting minutes.

1. [2020-01-07 City Council Minutes](#)

2. [2020-01-21 City Council Minutes](#)

**3. City Clerk**

[Claims Against the City](#)

Recommendation:

Receive and file the claim submitted by Diana Aquino in the amount of \$285.38.

1. [Claim for Damages: D. Aquino 1-13-20](#)

**4. Finance/ Treasury**

[Operating Account Warrant Register No. 38 Covering the Period of January 5 through January 18, 2020](#)

Recommendation:

Approve Operating Account Warrant Register No. 38, which totals \$8,910,980.17, and consists of ratification of electronic payments totaling \$8,134,176.84 and ratification of the issuance of early checks totaling \$776,803.33.

1. [Operating Account Warrant Register No. 38](#)

**5. Public Works**

[Public Works Monthly Building Report](#)

Recommendation:

Receive and file the December 2019 Building Report.

1. [Public Works Department December 2019 Building Report](#)



**6. Public Works**

[Notice of Completion - City Contract No. CS-1105 - Citywide Striping and Pavement Markings Fiscal Year \(FY\) 2018-2019](#)

Recommendation:

A. Find that approval of the proposed action is exempt from California Environmental Quality Act ("CEQA") review, as it is a governmental administrative activity that will not directly result in physical changes to the environment and is therefore not a "project" as defined by CEQA Guidelines section 15378;

B. Accept the work of PCI, Inc. as related to City Contract No. CS-1105 – Citywide Striping and Pavement Markings FY 2018-2019; and

C. Authorize staff to submit the Notice of Completion for the project to the County of Los Angeles Recorder's Office.

[1. Notice of Completion - City Contract No. CS-1105](#)

**7. Public Works**

[Notice of Completion - City Contract No. CS-1130 - Concrete Yards at Furlong Properties](#)

Recommendation:

A. Find that approval of the proposed action is exempt from California Environmental Quality Act ("CEQA") review, as it is a governmental administrative activity that will not directly result in physical changes to the environment and is therefore not a "project" as defined by CEQA Guidelines section 15378;

B. Accept the work of FS Contractors, Inc. as related to City Contract No. CS-1130 – Concrete Yards at Furlong Properties; and

C. Authorize staff to submit the Notice of Completion for the project to the County of Los Angeles Recorder's Office.

[1. Notice of Completion - City Contract No. CS-1130](#)

**8. Public Works**

[Acceptance of Electrical Easement at 3015 Leonis Boulevard \(APN 6303-021-007\)](#)

Recommendation:

A. Find that acceptance of the Electrical Easement is not a "project" as that term is defined under the California Environmental Quality Act (CEQA) Guidelines Section 15378, and even if it were a project, it would be categorically exempt in accordance with CEQA Guidelines Sections 15301 (maintenance, repair or minor alteration of an existing facility and involves negligible or no expansion of an existing use) and 15061(b)(3) (general rule that CEQA only applies to projects that may have a significant effect on the environment); and

B. Accept the Electrical Easement and authorize the Mayor to execute the Certificate of Acceptance.

[1. 3015 Leonis - Electrical Easement](#)

[2. Certificate of Acceptance - 3015 Leonis](#)

**9. Police Department**

[Loan Vehicle Use Agreement with National Insurance Crime Bureau](#)

Recommendation:

A. Find that approval of the proposed action is exempt from California Environmental Quality Act ("CEQA") review, because it is a continuing administrative activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a "project" as defined by CEQA Guidelines section 15378; and

B. Approve and authorize the Police Chief to execute a vehicle use agreement with the National Insurance Crime Bureau (NICB) for continued participation in the loan vehicle program.

[1. NICB Loan Vehicle Use Agreement](#)

**10. Public Utilities**

[Process of Appointment of Directors to the Central Basin Municipal Water District's Board of Directors](#)

Recommendation:

A. Find that approval of the proposed action is exempt from California Environmental Quality Act (CEQA) review because it is an administrative activity that will not result in direct or indirect physical changes in the environment and, therefore, does not constitute a "project" as defined by CEQA Guidelines § 15378;

B. Adopt a resolution authorizing the City of Vernon's participation in the process of appointment of Directors to the Central Basin Municipal Water District's Board of Directors; and

C. Ratify the City Administrator's nomination of Noe Negrete, Director of Public Works and City Engineer for the City of Santa Fe Springs, to serve as a Director representing large purveyors on the Central Basin Municipal Water District's Board.

[1. Resolution - Appointment of Directors to the CBMWD Board](#)

**11. Public Utilities**

[Quitclaim Deeds for Easements with Renewable Resources Group](#)

Recommendation:

A. Find that approval of the proposed action is exempt from California Environmental Quality Act ("CEQA") review, because it is an administrative activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a "project" as defined by CEQA Guidelines section 15378; and

B. Approve and authorize the Mayor to execute the Quitclaim Deeds with Renewable Resources Group ("RRG"), to release the encumbrance of easements and quitclaims to ReNu Resources LLC all right, title, and interest that the City of Vernon has or may have in the Easement Property and Easement as defined in the Quitclaim Deeds.

[1. GIS Parcel Map](#)

[2. Quitclaims - Vernon Transmission Easements](#)

## NEW BUSINESS

### 12. City Administration

[Services Agreement with Southeast Rio Vista Family YMCA \(a branch of the YMCA of Metropolitan Los Angeles\) for Community Based Wellness Programming for the City of Vernon](#)

Recommendation:

A. Find that approval of the Services Agreement with YMCA Metropolitan Los Angeles/Southeast-Rio Vista Family YMCA is exempt from California Environmental Quality Act ("CEQA") review, because it is an administrative action that will not result in direct or indirect physical changes in the environment and, therefore, does not constitute a "project" as defined by CEQA Guidelines section 15378; and

B. Approve and authorize the City Administrator to execute the Services Agreement with the YMCA Metropolitan Los Angeles/Southeast-Rio Vista Family YMCA ("YMCA"), in substantially the same form as submitted, for a one-year term in an amount not-to-exceed \$153,519, for community based wellness programming for the City of Vernon.

[1. Services Agreement with YMCA of Metropolitan Los Angeles](#)

### 13. Public Utilities

[City Contract No. LP-0510 with A.M. Ortega Construction, Inc. for the 26th Street Bridge Gas Pipeline and Casing Installation](#)

Recommendation:

A. Find that the proposed action is categorically exempt from California Environmental Quality Act (CEQA) review, in accordance with CEQA Guidelines §15301, because the project consists of the maintenance, repair or minor alteration of an existing facilities and involves negligible or no expansion of an existing use;

B. Accept the sole bid from A.M. Ortega Construction, Inc., ("Ortega") as the lowest responsive and responsible bidder;

C. Approve and authorize the City Administrator to execute the Construction Contract with Ortega, in substantially the same form as submitted herewith, in an amount not to exceed \$404,159.00 for the 26th Street Bridge Gas Pipeline and Casing Installation; and

D. Authorize a contingency amount of \$45,841.00 in the event of an unexpected changed condition in the project and grant authority to the City Administrator to issue Change Orders for an amount up to the contingency amount, if necessary. At approximately 11% of the total contract value, the contingency amount requested is typical for this type and size of project.

[1. Contract No. LP-0510 - 26th Street Bridge Gas Pipeline and Casing Installation](#)

## ORAL REPORTS

City Administrator Reports on Activities and other Announcements

City Council Reports on Activities (including AB1234), Announcements, or Directives to Staff

**CLOSED SESSION**

**14. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Government Code Section 54956.8

Assessor's Parcel Numbers: 6304-007-900 and 6314-033-901

Agency Negotiators: Carlos Fandino, City Administrator

Negotiating Party: Los Angeles County Flood Control District

Under Negotiation: Price and Terms of Payment

**15. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (3 cases)**

Government Code Section 54956.9(d)(1)

Bicent (California) Malburg LLC et al. v. City of Vernon et al.,  
Los Angeles Superior Court Case No. 19STCV08859 and JAMS Reference No.  
1100107175

City of Vernon v. Bicent (California) Malburg LLC  
Los Angeles Superior Court Case No. 19STCP02411 and JAMS Reference No.  
1220062657

Vernon Professional Firefighters Association v. City of Vernon  
Public Employment Relations Board Unfair Practice Charge No. LA-CE-1423-M

**16. CONFERENCE WITH LABOR NEGOTIATORS**

Government Code Section 54957.6

Agency Designated Representative: Carlos Fandino, City Administrator

Employee Organizations: Vernon Professional Firefighters Association, and  
Vernon Fire Management Association

**17. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Threat of Litigation

Government Code Section 54956.9(e)(5)

Number of potential cases: 1

**18. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Significant Exposure to Litigation

Government Code Section 54956.9(d)(2)

Number of potential cases: 1

Facts and Circumstances: Pursuant to Government Code Section 54956.9(e)(3), the City has received written communication threatening litigation on behalf of the Vernon Fire Management Association, which communication is made available for public inspection pursuant to Section 54957.5.

## **ADJOURNMENT**

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted in accordance with the applicable legal requirements. Regular and Adjourned Regular meeting agendas may be amended up to 72 hours in advance of the meeting. Dated this 30th day of January 2020.

By:   
Lisa Pope, City Clerk

## GUIDE TO CITY COUNCIL PROCEEDINGS

**Meetings** of the City Council are held the first and third Tuesday of each month at 9:00 a.m. and are conducted in accordance with Rosenberg's Rules of Order (Vernon Municipal Code Section 2.1-1).

**Copies** of all agenda items and back-up materials are available for review in the City Clerk Department, Vernon City Hall, 4305 Santa Fe Avenue, Vernon, California, and are available for public inspection during regular business hours, Monday through Thursday, 7:00 a.m. to 5:30 p.m. Agenda reports may be reviewed on the City's website at [www.cityofvernon.org](http://www.cityofvernon.org) or copies may be purchased for \$0.10 per page.

**Disability-related services** are available to enable persons with a disability to participate in this meeting, consistent with the Americans with Disabilities Act (ADA). In compliance with ADA, if you need special assistance, please contact the City Clerk department at [CityClerk@ci.vernon.ca.us](mailto:CityClerk@ci.vernon.ca.us) or (323) 583-8811 at least 48 hours prior to the meeting to assure arrangements can be made.

The **Public Comment** portion of the agenda is for members of the public to present items, which are not listed on the agenda but are within the subject matter jurisdiction of the City Council. The City Council cannot take action on any item that is not on the agenda but matters raised under Public Comment may be referred to staff or scheduled on a future agenda. Comments are limited to three minutes per speaker unless a different time limit is announced. Speaker slips are available at the entrance to the Council Chamber.

**Public Hearings** are legally noticed hearings. For hearings involving zoning matters, the applicant and appellant will be given 15 minutes to present their position to the City Council. Time may be set aside for rebuttal. All other testimony shall follow the rules as set for under Public Comment. If you challenge any City action in court, you may be limited to raising only those issues you or someone else raised during the public hearing, or in written correspondence delivered to the City Clerk at or prior to the public hearing.

**Consent Calendar** items may be approved by a single motion. If a Council Member or the public wishes to discuss an item, it may be removed from the calendar for individual consideration. Council Members may indicate a negative or abstaining vote on any individual item by so declaring prior to the vote on the motion to adopt the Consent Calendar. Items excluded from the Consent Calendar will be taken up following action on the Consent Calendar. Public speakers shall follow the guidelines as set forth under Public Comment.

**New Business** items are matters appearing before the Council for the first time for formal action. Those wishing to address the Council on New Business items shall follow the guidelines for Public Comment.

**Closed Session** allows the Council to discuss specific matters pursuant to the Brown Act, Government Code Section 54956.9. Based on the advice of the City Attorney, discussion of these matters in open session would prejudice the position of the City. Following Closed Session, the City Attorney will provide an oral report on any reportable matters discussed and actions taken. At the conclusion of Closed Session, the Council may continue any item listed on the Closed Session agenda to the Open Session agenda for discussion or to take formal action as it deems appropriate.

# City Council Agenda Item Report

Agenda Item No. COV-25-2020

Submitted by: Daniel Wall

Submitting Department: Public Works

Meeting Date: February 4, 2020

## **SUBJECT**

Vernon's Los Angeles River Active Transportation Access Plan

## **Recommendation:**

No action required by City Council. This is a presentation only.

## **Background:**

This item is for informational purposes only, and the City Council is not being asked to make any decisions on this item at this time.

Metro is leading the LA River Path Project which will design and construct an eight-mile-long bicycle and pedestrian path along the LA River from Elysian Valley through the City of Vernon, closing the longest continuous gap in the existing path along the river. \$365 million in Measure M funds was identified for the design and construction of the path. Construction of the LA River Path is expected to be completed by 2027.

In 2018, the City of Vernon was awarded a Caltrans Sustainable Transportation Planning Grant to develop planning-level concepts for potential active transportation corridors and gateways providing Vernon a connection to Metro's future LA River Path. Vernon's Los Angeles River Active Transportation Access Plan (Attachment 1), prepared by Alta Planning and Design, presents the concepts that were developed for this purpose (Attachment 2).

Vernon's Los Angeles River Active Transportation Access Plan is not a construction document, rather a guidance document that can be used to leverage grant funding to build access to and from Metro's LA River path at the discretion of the City Council at sometime in the next 10 or so years.

## **Fiscal Impact:**

There is no fiscal impact associated with this report.

## **Attachments:**

1. [Vernon's LA River Active Transportation Access Plan](#)
2. [Presentation on Vernon's LA River Active Transportation Access Plan](#)





CITY OF VERNON

# LA RIVER ACTIVE TRANSPORTATION ACCESS PLAN

JANUARY 2020



# Acknowledgements

## CITY OF VERNON

*Brandon Araujo, Project Manager*

*Daniel Wall, Public Works Director*

## ALTA PLANNING + DESIGN

*Emily Duchon, Principal-In-Charge*

*James Powell, PLA, Project Manager*

*Steven Frieson, PE, Principal Engineer*

*Donny Donogue, Design Lead*

*Sean Carter, Project Designer*

*Elizabeth Bisegna, Graphic Designer*

*In association with*

## FEHR & PEERS

*Miguel Núñez, AICP, Project Manager*

*Caro Vera, Project Planner*

*This study was funded by a Caltrans  
Sustainable Planning Grant.*



# Contents

## 01

### INTRODUCTION

*Vision + Goals*

*Context*

*Planning Process*

*Concept Plan*

*Next Steps*

## 02

### PLAN AND POLICY REVIEW

*Overview*

*City of Vernon Plans*

*LA Metro Plans*

*Los Angeles County Plans*

## 03

### EXISTING CONDITIONS

*Overview*

*City-Wide Context*

*Land Use and Transportation*

*Employment*

*Corridor Existing Conditions*

*Gateway Existing Conditions*

## 04

### COMMUNITY OUTREACH

*Overview*

4

12

24

66

## 05

### ALTERNATIVES

*Overview*

*Corridors Overview*

*Cycle Track Design*

*Intersection Design*

*Gateways Overview*

*Approach*

*Design Themes*

*Site Programming*

72

## 06

### EVALUATION OF PLANNING-LEVEL CONCEPTS

*Overview*

*Metrics*

*Findings and Analysis*

102

## 07

### PREFERRED CONCEPTS

*Overview*

*Corridors*

*Gateways*

128

## 08

### IMPLEMENTATION STRATEGY

*Overview*

*Coordination and Partnerships*

150

## APPENDICES

### A. CORRIDOR CONCEPTS

156

### B. CORRIDOR EXISTING CONDITIONS

182

### C. OUTREACH MATERIALS

208

# 01 INTRODUCTION

# Vision + Goals

The goal of this plan is the evaluation of three bikeway corridors and four access points to the future LA River bike path through Vernon. This plan coordinated stakeholders, agencies, residents, and businesses, combined this feedback with a thorough review of existing conditions and previous planning documents, and a robust evaluation process that balances traffic impacts, safety, cost, constructability, and local needs. Findings are summarized throughout the project, design alternatives were conceptualized and evaluated, and the results of these processes are outlined in this document.

The Vernon Los Angeles River Path Active Transportation Access Plan (Plan) will build upon two recent efforts undertaken by the City of Vernon to improve active transportation: the Vernon Bicycle Master Plan and the City of Vernon LA River Path Feasibility Study. These two projects identified priority corridors throughout the city and key access points to the LA River from the city's street network. While Metro has secured funding to design and construct the LA River path through the city, connections to the river, gateways at access points, and key linkages between these access points and destinations within the city are not included in that project and will be the responsibility of the underlying jurisdiction.

This plan is being undertaken as a result of the City of Vernon being awarded a Caltrans Sustainable Transportation Planning Grant.

Driven by public and stakeholder feedback, the plan recommends corridor and gateway planning level concepts that have the potential to provide pedestrians and bicyclists with safe and comfortable access to the future path. The project is driven by three primary goals.



## Goal 1: Function

The criteria within this category assess the most fundamental characteristics of the corridors and gateways, and facilities failing to pass this category are eliminated from further evaluation.

- Should it be done?
- Would a bikeway on this corridor be safe, make the needed connections, and minimize disruption to existing traffic patterns?
- Does a given gateway location connect to a future LA River alignment, and is there available land for the creation of gateway elements?



## Goal 2: Feasibility

The types of criteria in this category consider available right-of-way, utility and operational conflicts, and order of magnitude costs.

- Can it be done?
- Would a bikeway on a given corridor be reasonably feasible to implement with manageable risk and effective use of public funds?
- Can a connection reasonably be made from a corridor, to a gateway, to the LA River?



## Goal 3: Desirability

The criteria in this category speak to the potential benefits to the community and the environment.

- Will people use it?
- Would a given gateway location allow for park like elements to help draw visitors?
- Would a corridor improve comfort for people walking and riding bikes?
- Will a given design allow for environmental improvements, such as urban cooling and stormwater capture?

## Context

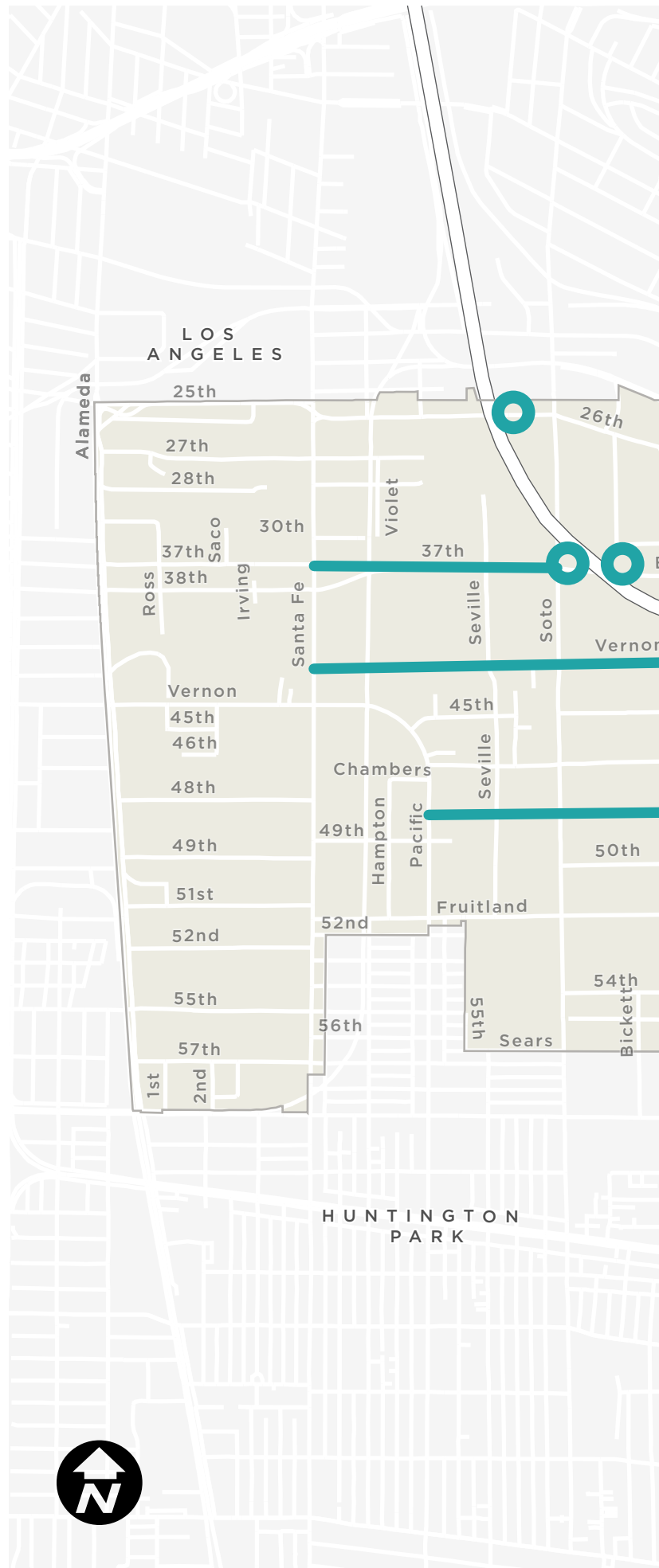
Vernon is a dense employment center for the greater Los Angeles region, with major industrial manufacturing, warehousing, and shipping operations within its city limits. Bisected by the LA River, the industries of Vernon are supported by the existing rail, utility, and arterial roadway networks that criss-cross an intricate patchwork of land uses and ownership. The city has only a small residential population but is surrounded by dense residential areas in most directions.

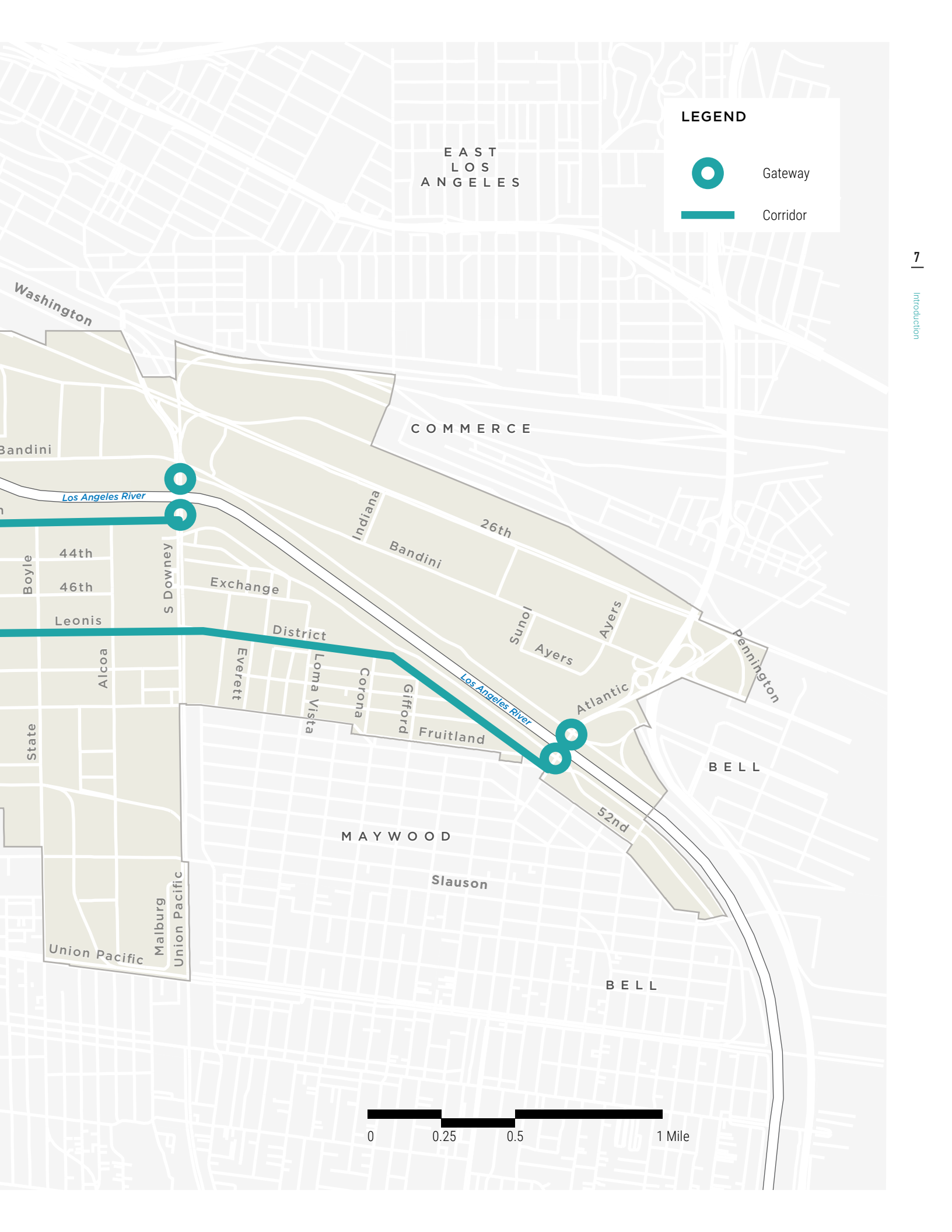
Metro's LA River Path Project will design and construct an eight-mile-long bicycle and pedestrian path along the LA River from Elysian Valley through the City of Vernon, closing the longest continuous gap in the existing path along the river. \$365 million in Measure M funds was identified for the design and construction of the path. Construction of the LA River Path is expected to be completed by 2027.

The Vernon LA River Active Transportation Access Plan study area is comprised of four potential gateway locations at 26th Street, Bandini/Soto, Downey Road, and Atlantic Blvd, and three bicycle and pedestrian corridors including 37th Street, Vernon Avenue, and Leonis/District Boulevard that will connect users to the future LA River Path.

In 2018, the City of Vernon was awarded a Caltrans Sustainable Transportation Planning Grant to develop planning-level concepts for potential active transportation corridors and gateways that will provide the city a connection to the future LA River Path. This document presents the concepts developed toward this purpose.

*Three corridors and four gateways are being studied for future connections to the LA River*





LEGEND

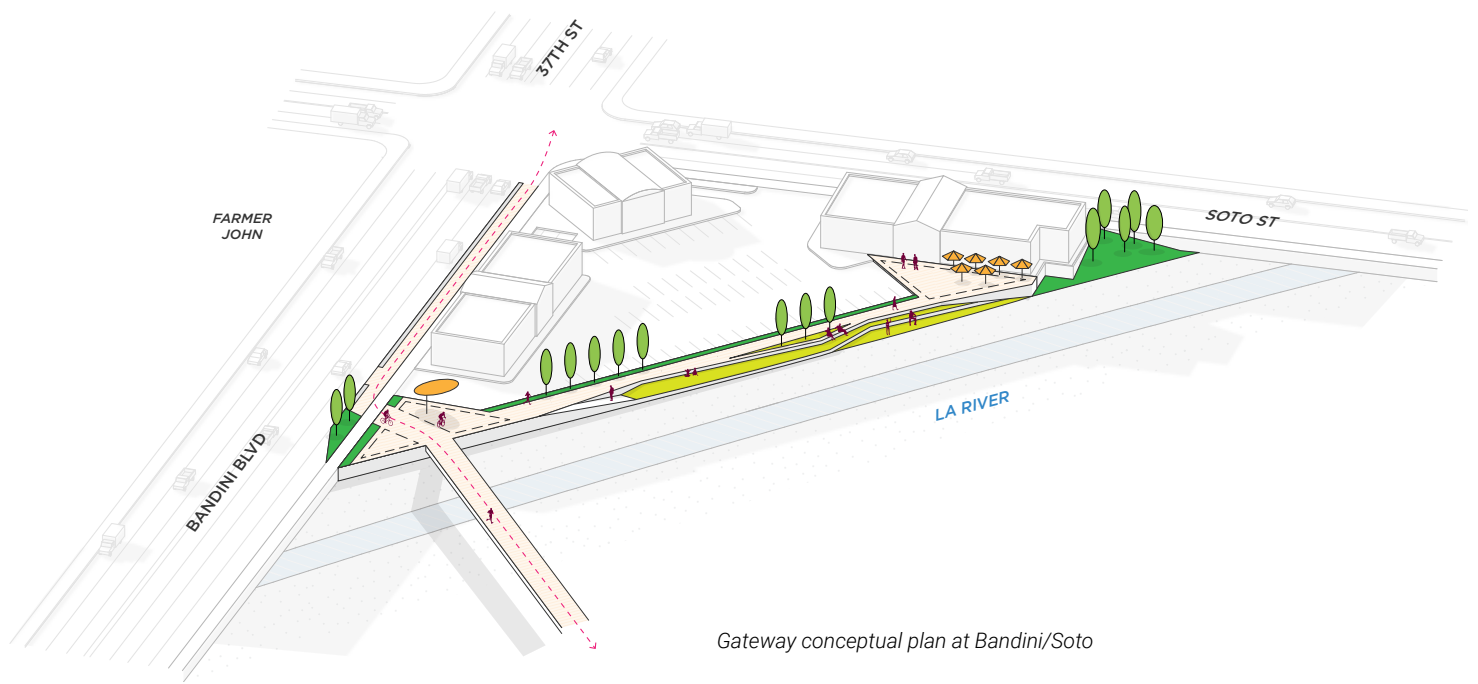


Gateway



Corridor

# Planning Process



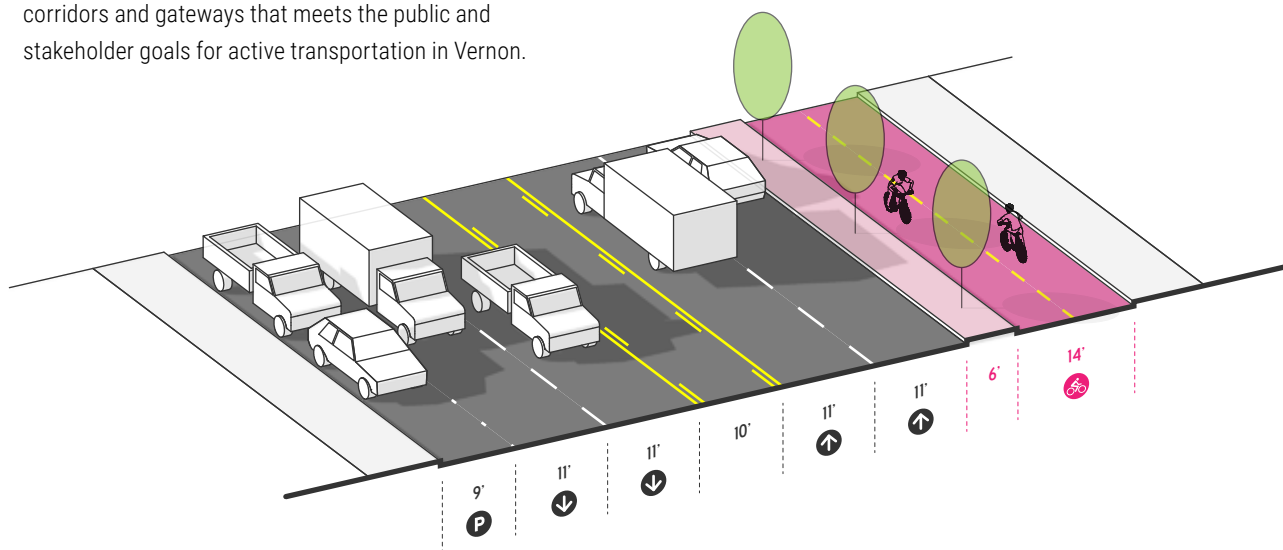
*Gateway conceptual plan at Bandini/Soto*

The Vernon LA River Active Transportation Access Plan builds upon previous local planning efforts to improve circulation and active transportation options in the area. The study involved a comprehensive review of existing land use, zoning, and roadway conditions to identify opportunities and constraints along the corridors and at the potential gateways. These findings were brought to the community through a multifaceted outreach process between February 2019 and October 2019.

The key themes that emerged from the engagement process were a desire to increase safety and comfort on the corridors, while providing a place to relax and recreate at the gateways. These themes are present throughout the concept plan and recommendations for the corridors and gateways.

# Concept Plan

The concept plan integrates a variety of design treatments and strategies to present a vision for the corridors and gateways that meets the public and stakeholder goals for active transportation in Vernon.



*Conceptual cross section*

## CORRIDORS

The concept plan includes three corridors:

- 37th Street
- Vernon Ave
- Leonis/District Blvd

Each corridor includes a preferred concept for bicycling and pedestrian improvements such as separated bikeways, continental crosswalks, conflict striping, and landscaped buffers.

## GATEWAYS

The potential gateway locations are:

- 26th Street
- Bandini-Soto Triangle
- Downey Road
- Atlantic Boulevard

Each gateway includes a preferred location and concept based on extent of connection with the study corridors and the future LA River Path, available area, and potential programmatic elements.





# Next Steps

In order to implement the vision presented in the preferred concept plans this study outlines the necessary future phases. These include detailed design and engineering, potential environmental review, potential right-of-way (ROW) acquisition, and construction. The next step in this process is to secure funding to move these projects forward. Potential sources for funding are included in the Implementation Strategy section.

Cost estimates, a list of ideal funding sources, anticipated project partners, and planning-level concepts are included for each proposed location.

Projects can be prioritized for early implementation based on observed and expected user demand, public support and need, ROW availability, funding availability, and existing site conditions.

**Top:** Separated bikeway concept

**Bottom:** Gateway concept at Bandini/Soto

## 02

PLAN AND  
POLICY REVIEW

# Overview

Relevant planning documents from the City of Vernon, County of Los Angeles, and Metro were reviewed to establish compatibility between this plan and previous efforts. Documents and data were reviewed for:

- Existing and planned bicycle facilities
- Transit connectivity
- Design guidelines and restrictions related to rail and utility property
- Policies related to funding and maintaining bikeways and public space
- Potential partnerships for gateway and bicycle facility operations
- Best practices for separated bikeways and protected intersection design
- Compatibility with planning efforts surrounding the existing lower LA River Path



# City of Vernon Plans

## CITY OF VERNON BICYCLE MASTER PLAN (2017)

### Project Overview and Goals

The City of Vernon's Bicycle Master Plan aims to serve as a guiding document for the development of a safe and comfortable bicycle network linking working centers and community destinations as well as the larger regional network. The Plan summarizes current biking conditions and recommends policies and tools for the city to use in implementing programs and infrastructure improvements.

### Process

Project feasibility for this plan was assessed in terms of existing traffic lane configurations and width of existing curb-to-curb space to accommodate safer bikeways. This process was guided by the FHWA Safety Program's Road Diet Informational Guide. Outreach was conducted to collect community feedback for the Master Plan through surveys and interactive boards with maps, encouraging attendees to identify key intersections and streets that could be improved to accommodate safer bicycling conditions for all. In addition, a public survey, available through hard copy and electronic format, was created to capture community experiences and concerns around bicycling in Vernon.

### Relevance to This Plan

Vernon's Bicycle Master Plan identified six street segments for consideration of Class IV protected bikeways. Of these corridors, three segments provide direct connections to the LA River Path. The land use in Vernon is industrial with high volumes of heavy truck traffic. Streets identified with high percentage of truck traffic relevant to the proposed bikeways and access points in the study include: Bandini Boulevard (36.4%), 26th Street (30.7%), Vernon Avenue (15.4%), and Soto Avenue (14.4%).

Vernon is close to the Metrolink Orange County Line (Commerce Station), Riverside Lines (Montebello/Commerce Station), and the Metro Blue Line (Washington, Vernon, and Slauson Stations), making the streets of Vernon and Slauson Avenue important key corridors

for active transportation infrastructure improvements and future first/last mile connections. The only existing bikeway in Vernon is the 0.78 mile stretch of the LA River Path that goes from Atlantic Boulevard to Slauson Avenue.

Bicycle-involved collisions occurred at higher frequencies on the west side of the city, where most of the activity generators and attractors are such as schools, churches, City Hall, and commercial areas. The highest bicycle-involved collision roadways include the following streets: Atlantic Avenue, Santa Fe Avenue, Vernon Avenue, Alameda Street, and 26th Street.

The three corridors (Leonis/District, Bandini Avenue, Vernon Avenue) were identified as priority corridors in the Master Plan because of their potential to connect the LA River Path to Vernon's major employers and local destinations, and what was a proposed rail stop for the planned West Santa Ana Branch Transit Corridor that will connect downtown Los Angeles to south LA County. Because Vernon is an industrial hub whose streets transport a disproportionately large amount of freight daily, a main consideration of the Master Plan's analysis and recommendations was ensuring no negative impact on the movement of freight. As a result, an emphasis was placed on creating fewer, higher quality active transportation corridors that would concentrate bicycling activity in localized areas. A traffic analysis that considered impacts to Level of Service (LOS), intersection volume, roadway capacity, parking, and potential conflicts at driveways was used to evaluate the three corridors this Access Plan will study to ensure that they would not inhibit freight mobility. Furthermore, because people riding bicycles in Vernon will share the roadway with semi trucks and large freight vehicles, the Master Plan recommended these three corridors could be feasible as Class IV separated bikeways to ensure optimal safety for bicyclists and drivers. The surveys distributed to the community in the summer and fall of 2016 indicate support for the city's transportation network improvements.

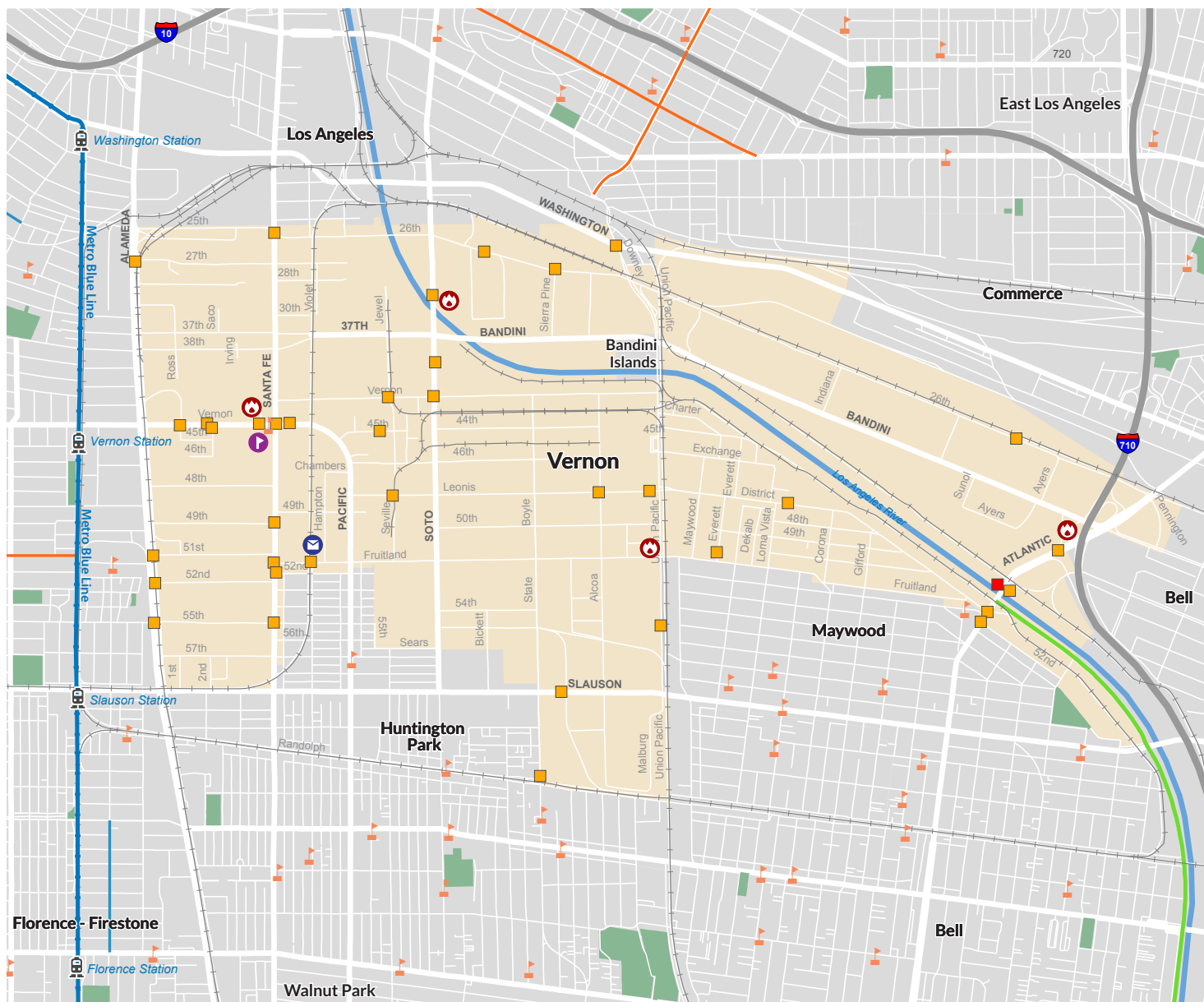


Figure 1: Bicycle Collisions

### City of Vernon Bicycle Master Plan

#### Collision Severity

- Severe Injury
- Other

#### Bikeway Facilities

- |                                       |                                       |                          |
|---------------------------------------|---------------------------------------|--------------------------|
| Existing                              | Proposed                              |                          |
| <span style="color: green;">—</span>  | <span style="color: blue;">—</span>   | Class I Shared-Use Paths |
| <span style="color: blue;">—</span>   | <span style="color: orange;">—</span> | Class II Bicycle Lanes   |
| <span style="color: orange;">—</span> | <span style="color: red;">—</span>    | Class III Bicycle Routes |

#### Public Transit

- H Metro Blue Line Station
- | Metro Blue Line

#### Amenities

- Park or Open Space
- Vernon City Limits
- Railroad Line
- ⚠ Emergency Services
- 🏫 Vernon City Elementary School
- 🏫 School
- 📮 Post Office

0 0.25 0.5 1 Miles





Figure 2: Recommended Bikeway Network

### Bikeway Facilities

Existing	Proposed	
		Class I Shared-Use Path
		Class II Bicycle Lanes
		Class III Bicycle Routes
		Class IV Separated Bike Lane
		Proposed LA River Access
		Proposed LA River Access/Crossing
		Proposed Traffic Calming
		Currently Planned Bikeways in Adjacent Jurisdictions

0 0.25 0.5 1 Miles



### Public Transit

	Metro Blue Line Station
	Metro Blue Line
	Potential Eco-Rapid Transit Station

### Amenities

	Park or Open Space
	Vernon City Limits
	Railroad Line
	Emergency Services
	School
	Post Office
	Church

In addition, the Master Plan also referenced 17 other relevant plans and policies, summarized in the document's appendix. These policies and plans ranged from the local to state level.

## CITY OF VERNON LA RIVER FEASIBILITY STUDY (2018)

### Project Overview and Goals

The purpose and goal of the feasibility study was to develop preliminary pathway alignments and design concepts for the three-mile-long segment of the LA River in Vernon. The study will be used to inform Metro's current LA River Path Project, which includes design, environmental clearance, and construction to fill in the entire eight-mile-long gap. The study synthesizes community input, stakeholder concerns, physical opportunities and constraints, and implementation strategies for the path.

### Process

The development of the feasibility study involved several phases, including coordination with project partners, public outreach at local events, data collection and analysis of the existing physical environment, development of alignment alternatives, conceptual design, development of funding and implementation strategies, and documentation of the plan.

Outreach was conducted by targeting people who live in or own businesses within city limits, the many people who commute to Vernon for work, and those who live in surrounding communities who would use the path. The majority of the community speaks Spanish as their primary language, and all outreach was conducted in both Spanish and English. Through outreach events and surveys, feedback was gathered from over 400 people. Three major outreach events were held to coincide with local events: Festival Sabor de México Lindo in October 2016, the Huntington Park

Carnaval Primavera in April 2017, and Festival Sabor de México Lindo in October 2017. Additional input was gathered directly from employer stakeholders at the City of Vernon's Business and Industry Commission meeting, and social media pages were created to capture community input as well. Community outreach results relevant to this project are provided below.

In addition, alignment evaluation criteria were created to weigh the path alignment options. The criteria were based on three categories (function, feasibility, and desirability) developed by the City of Vernon, the community, and key stakeholders. The final design will be determined by the eight-mile-long LA River Path project.

### Relevance to this plan

Two surveys were developed, provided in both English and Spanish, to learn more about the community's needs and wants for the LA River Path project. The first outreach event was part of the larger Festival Sabor de Mexico Lindo, an annual weekend-long festival. The second outreach event was held at the Huntington Park Carnaval Primavera. The third and final outreach event was a return to the Festival Sabor de Mexico Lindo. The project team provided project updates at each event while collecting community feedback.

Vernon's community is divided into three group categories: residents, those who commute to work in Vernon, and those who live in nearby communities. These groups have similar needs for the LA River Path in Vernon. For example, for all three groups the path would be a safe and comfortable active transportation connection to the greater Los Angeles area. People also want the facility to connect where people live to where people work in Vernon. The survey also identified that Vernon and nearby communities value recreation and want to see an aesthetically appealing path that represents the community.



In addition, the project team also engaged with Vernon's industrial business leaders and other stakeholders such as freight and rail operators. Path alignments were presented to the Vernon Business and Industry Commission where business owners expressed some concerns regarding the safety and security of their employees and businesses as well as the potential disruption the project would have to their economic interests.

The feasibility study identified opportunities and constraints on connectivity access points as well. Roadways cross the river within the project area at five locations: 26th Street, Soto Street, Bandini Boulevard, Downey Road, and Atlantic Boulevard, providing the potential for access to the river and the future path at each crossing. There are also plans to reconstruct the 26th Street Bridge. This project creates opportunities for future design to accommodate enhanced gateways to the path and/or grade-separated crossings over the road and river. There is also potential for bicycle facilities on the bridge itself, providing linkage from the river to the surrounding street network. At Bandini Boulevard and Soto Street, there is an opportunity to connect to a commercial center with services such as restaurants and restrooms for path users. This area could serve as a gateway to major employers in Vernon such as Farmer John, located at the southwest corner of Bandini Boulevard and Soto Street. At Atlantic Boulevard, two existing river access points are located on the east side of the bridge. One access point enters the path from the Atlantic Boulevard Bridge, and the other from District Boulevard, directly to the east.

The feasibility study also identified some constraints. At 26th Street, industrial properties obstruct access to the channel on both the north and south sides of the road. Access to the river is obstructed by a commercial center on

the east side of Soto Street and the north side of Bandini Boulevard. At Downey Road, a railway bridge obstructs potential access to the river on the east side of the road. The railway partially obstructs the top of the channel on the west side of the road. At Atlantic Boulevard, rail lines partially obstruct potential access to the river channel to the north.

## CITY OF VERNON GENERAL PLAN (2007)

### Summary

The City of Vernon General Plan was adopted in 2007 as the city's main policy document to guide future development. The Circulation and Infrastructure section provides guidance on bicycle planning.

### Relevance to This Plan

The Circulation and Infrastructure Element is intended to guide the development of Vernon's circulation system in a manner compatible with the policies contained in the Land Use Element. The first goal of the Circulation and Infrastructure Element references the need to provide a balanced transportation system. It also recognizes bicycles as an additional mode of travel, even though bicycling is not encouraged on Vernon's streets due to the heavy truck traffic and narrow configuration of many streets, which could pose safety concerns for cyclists.

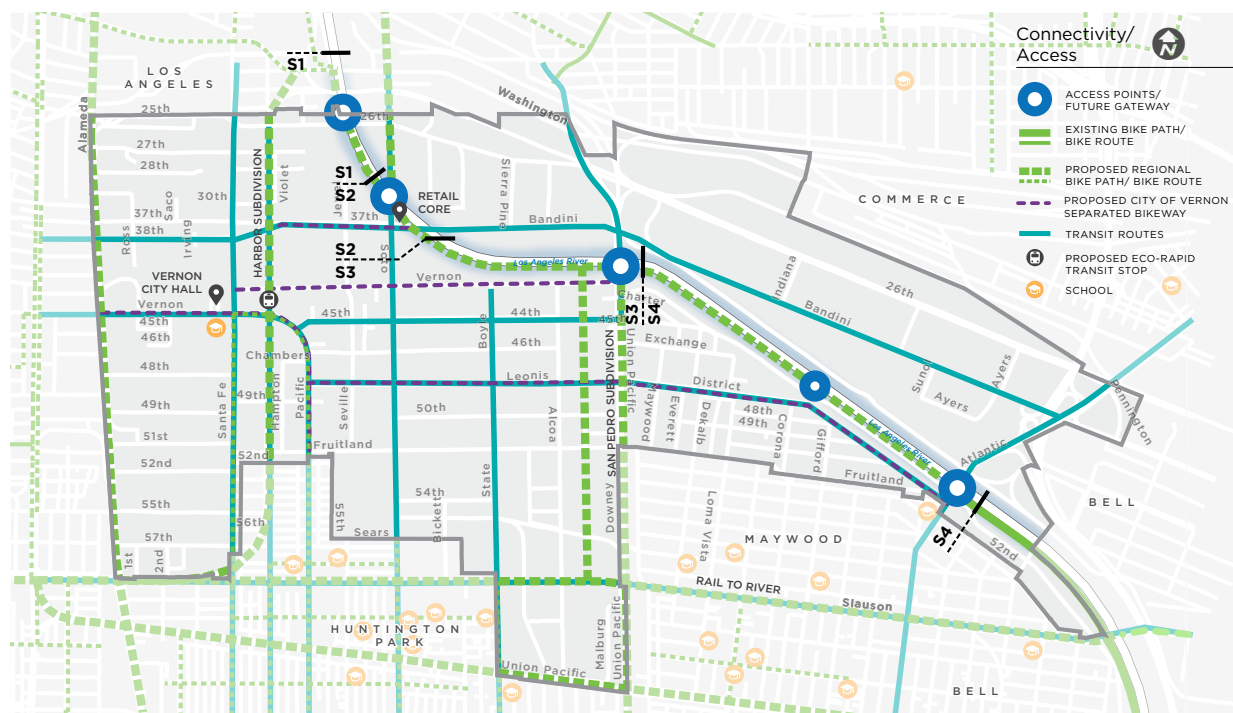


Figure 3: Connectivity and Access

0 0.25 0.5 1 Mile

# LA Metro Plans

## LA RIVER PATH PROJECT (2018-ONGOING)

### Summary

Metro is leading the LA River Path Project which will design and construct an eight-mile-long bicycle and pedestrian path along the LA River from Elysian Valley through the City of Vernon, closing the longest continuous gap in the existing path along the river. \$365 million in Measure M funds was identified for the design and construction of the path. Construction of the LA River Path is expected to be completed by 2027.

Metro's LA River Path project completed the conceptual design phase (Phase I) in fall of 2019. The conceptual design phase included technical studies to document existing conditions, community outreach to identify local values and goals, design guidelines, and three path alternatives. The three alternatives include three path types shown on the following page (Figure 4: Elevated Path Type, Figure 5: Incised Path Type, and Figure 6: Top-of-Bank Path Type). The project entered Phase II, Environmental Clearance in winter 2019. Phase III, Final Design, will begin in 2022, and Phase IV, Construction in 2023.

### Relevance to This Plan

It is important for people who are using the LA River Path to be able to connect to and from the path to desired destinations in the City of Vernon via sidewalks and bikeways. The LA River Path has identified a set of potential access opportunities with which the path will connect. The corridors in the Vernon Access Study provide the walking and bicycling connections for path users to reach their destinations. It will be important for ongoing coordination with the Metro LA River Path project to align access opportunities with the pedestrian and bicycle corridors that the City of Vernon plans to construct.

### Los Angeles River Bike Path Gap Closure Feasibility Study (2016)

Metro began studying a path to close the gap in the LA River Path in 2016 with the LA River Bike Path Gap Closure Feasibility Study. It studied the design, construction, and operation of a bicycle path along the eight-mile-long gap through downtown Los Angeles and the City of Vernon. Despite the physical challenges of constraints along the top of the bank and hydraulic challenges of being in the channel, the study concluded that it was feasible to close the gap.

### Coordination with Metro LA River Path Project

The Vernon LA River Path Active Transportation Access Plan and the Metro LA River Path Project are being developed concurrently. The design of the LA River Path will have major implications on the exact location of gateways and the connections to corridors within this study.

The Metro LA River Path Project began Environmental Review in late 2019. Three path alternatives that include specific path alignments and access points will be studied during the Environmental Review process. A Locally Preferred Alternative (LPA) may not be determined until 2021.

Continued coordination between these two projects will ensure proposed corridor and gateway designs will align with and consider all possible LA River Path designs.

## LA METRO BIKE/BUS INTERFACE STUDY (2018)

### Summary

On most streets, buses and people riding bicycles are expected to travel along the right side of the road, sharing space and crossing each other's paths as buses pull to the curb to serve stops while people on bicycles tend to

ride continuously in a relatively straight line. People riding bicycles are highly vulnerable to injury or fatality in the event of nearly any collision. The Bike/Bus Interface Study examines the experience of these groups of road users, how various road designs affect safety and operations for both groups, and how the users themselves perceive the experience. The Study uses stakeholder input and data analysis to develop recommendations for improving bus operator training, bicycle safety education, and design guidelines for bus and bicycle infrastructure.

The Los Angeles County Metropolitan Transportation Authority (Metro) initiated this study in 2016. Much of the inspiration was in response to the need to improve or maintain bus quality of service while encouraging the increase of bicycle riding throughout Los Angeles County. Metro provides a large proportion of rail and bus service in Los Angeles County alongside dozens of smaller “municipal” bus operators. Metro also provides countywide active transportation planning, outreach, and education programs, and administers a growing bike share program. Although Metro is not a principal agency responsible for roadway planning in Los Angeles County or the local cities, its network of bus, rail, and active transportation programs both influence and are influenced by the roadway network throughout the county. Because of the need for buses and people on bicycles to travel near one another along the road, Metro sought to understand the changes on shared corridors in the county after new bus or bicycle infrastructure was completed, and develop best practices for future priority bicycle and transit corridors.

### Relevance to This Plan

The research is informed and directed by the following elements: a literature review, analysis of fifteen study corridors selected from around Los Angeles County, six focus groups with bus operators from various agencies, five focus groups engaging the bicycling community around Los Angeles, an online bicycling

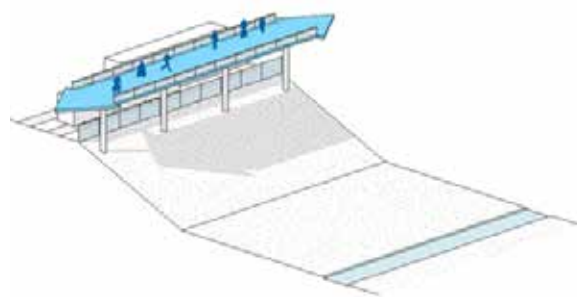


Figure 4: Elevated Path Type

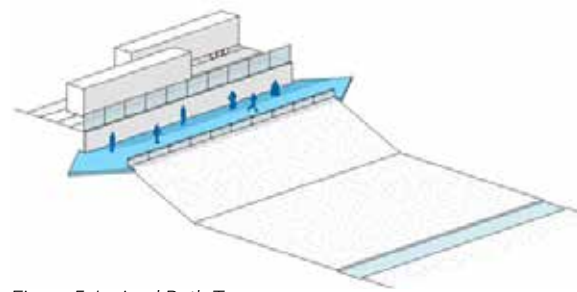


Figure 5: Incised Path Type

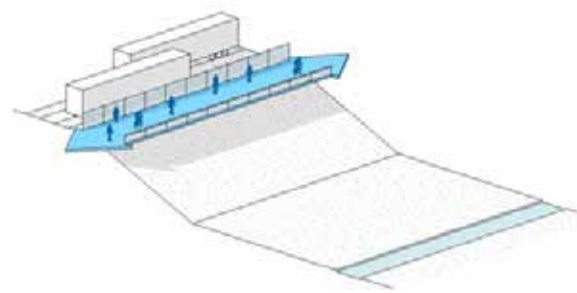


Figure 6: Top-of-Bank Path Type

survey with over 4,000 respondents, interviews with numerous city planners and engineers, input from a working group of transportation professionals from around the county, and a peer review group of transportation professionals from three other major U.S. cities. Collectively, thousands of people helped inform what bicycling and bus activity traveling alongside one another is like, and how current designs and educational practices could be improved based on unique elements of each corridor such as number of lanes, bicycle facility type, transit route, and vehicle type.

# Los Angeles County Plans

## TRIP REDUCTION AND TRAFFIC DEMAND PROGRAM (ORDINANCE NO. 1015) (1994)

### Summary

The County of Los Angeles adopted a Congestion Management Program (CMP) in 1993, requiring that every city in the county adopt a trip reduction and travel demand ordinance that promotes “alternative transportation methods, such as carpools, vanpools, transit, bicycles, and park-and-ride lots.” The City of Vernon adopted such an ordinance in March 1994, incorporating trip reduction and travel demand measures into the city’s development standards.

Certain measures of the City of Vernon’s trip reduction and travel demand program include requiring non-residential development of 25,000 square feet or more to include the installation of an information area with items such as “bicycle route and facility information, including regional/local bicycle maps and bicycle safety information,” and “a listing of facilities available for carpoolers, vanpoolers, bicyclists, transit riders and pedestrians” at the site. Non-residential development of 50,000 square feet or more also requires the installation of “bicycle racks or other secure bicycle parking facilities... to accommodate four (4) bicycles.” Finally, non-residential development of 100,000 square feet or more requires “sidewalks or other paved pathways which follow direct and safe routes from the public streets to each bicycle parking area and to each building in the development.”

The County’s Congestion Management Program process was established as part of a 1990 gas tax aimed toward funding efforts meant to reduce traffic congestion along county roads. The CMP included two arterials that are partly within the City of Vernon: Alameda Street and the Long Beach (710) Freeway. As the enforcement agency of the CMP, in June 2018 the Metro Board approved a Metro staff recommendation to begin the process of inquiring whether local jurisdictions and stakeholders would be interested in opting out of the CMP requirements, stating that they are largely outdated in comparison with current regional, state, and federal planning processes and requirements.

### Relevance to This Plan

Trip reduction and traffic demand programs can benefit communities by reducing traffic congestion on local public streets, promoting alternative transportation methods such as active transportation and public transportation, and improving access to development and employment areas. The City of Vernon’s trip reduction and travel demand program includes a number of development requirements that improve bicycle and pedestrian access to non-residential development within the city.

## LOS ANGELES COUNTY BICYCLE MASTER PLAN (2012)

### Summary

The Los Angeles County Bicycle Master Plan is an update to the 1975 County Bikeway Plan, and aims to guide the development and maintenance of a comprehensive bicycle network and set of programs throughout the unincorporated communities of Los Angeles County for 20 years (2012 to 2032). The Plan is a sub-element of the Transportation Element of the Los Angeles County General Plan, which is the policy document that guides growth and development in the unincorporated county. The goal of the Bicycle Master Plan was to improve bicycling conditions and encourage more bicycle ridership in the county by expanding the bicycle network, connecting existing gaps, and improving local and regional connectivity. The Plan outlined a range of recommendations including bicycle infrastructure improvements, bicycle-related programs, implementation strategies, and policy and design guidelines.

### Relevance to This Plan

The Los Angeles County Bicycle Master Plan reinforced the importance of the bikeway-related projects and guidelines highlighted in the County of Los Angeles River Revitalization Master Plan, including the vision for a continuous bikeway along the full length of the LA River, as well as the importance of improved access to the corridor from surrounding neighborhoods.

## LA METRO ACTIVE TRANSPORTATION STRATEGIC PLAN (2016)

### Summary

The overall focus of Metro's Active Transportation Strategic Plan was to improve the experience of people taking transit, walking, and biking in Los Angeles County by enhancing access and creating safer streets for all users. The Plan had several objectives that included improving first/last mile access to transit stations, developing a regional active transportation network, and supporting programs that would aid in the implementation of the proposed projects. The Plan summarized barriers and opportunities to implementing active transportation projects throughout the county, discussed funding and implementation strategies, and proposed a variety of first/last mile improvements as well as a regional active transportation network.

### Relevance to This Plan

In addition to providing a framework for implementing active transportation projects countywide, the Plan also highlighted the Metro Rail to Rail/River Active Transportation Corridor Project as a key project for Los Angeles County's future active transportation network. The project will provide a pedestrian and bicycle corridor that will connect the Cities of Los Angeles, Inglewood, Huntington Park, Vernon, Maywood, Bell, and parts of unincorporated Los Angeles County, and will connect three Metro transit lines (the Blue Line at Slauson Station, the Silver Line at the I-110 freeway Slauson Station, and the future Crenshaw/LAX line at Fairview Heights Station) to the eventual 51-mile-long LA River Path. The Rail to River Corridor Project will provide Vernon's employees and residents with a direct active transportation connection between the future West Santa Ana Branch and Metro Blue Line Slauson Station and the LA River Path along Randolph Street. This corridor will complement the segments under study by this Access Plan to create more options for community members to connect to the LA River and to transit.



## 03 EXISTING CONDITIONS



## Overview

Vernon is a dense employment center for the greater Los Angeles region, with major industrial manufacturing, warehousing, and shipping operations within its city limits. Bisected by the LA River, the industries of Vernon are supported by the existing rail, utility, and arterial roadway networks that criss-cross an intricate patchwork of land uses and ownership. The city has only a small residential population but is surrounded by dense residential areas in most directions.



*Rail and industry on the banks of the LA River*



# City-Wide Context

## POPULATION DENSITY

As of the 2010 Census, Vernon had a population of 112. Its median age is 36 years, and roughly 65 percent of the population is over 30 years old. In 2010, the average household size in Vernon was four persons. The map below illustrates the low density of population in Vernon and distribution in surrounding areas.

Vernon's residential population is centered in the city's southeast corner, near the northern limit of the existing LA River Path. This population resides in both city-owned housing and a private housing development, Vernon Village Apartments, which was built in 2015.

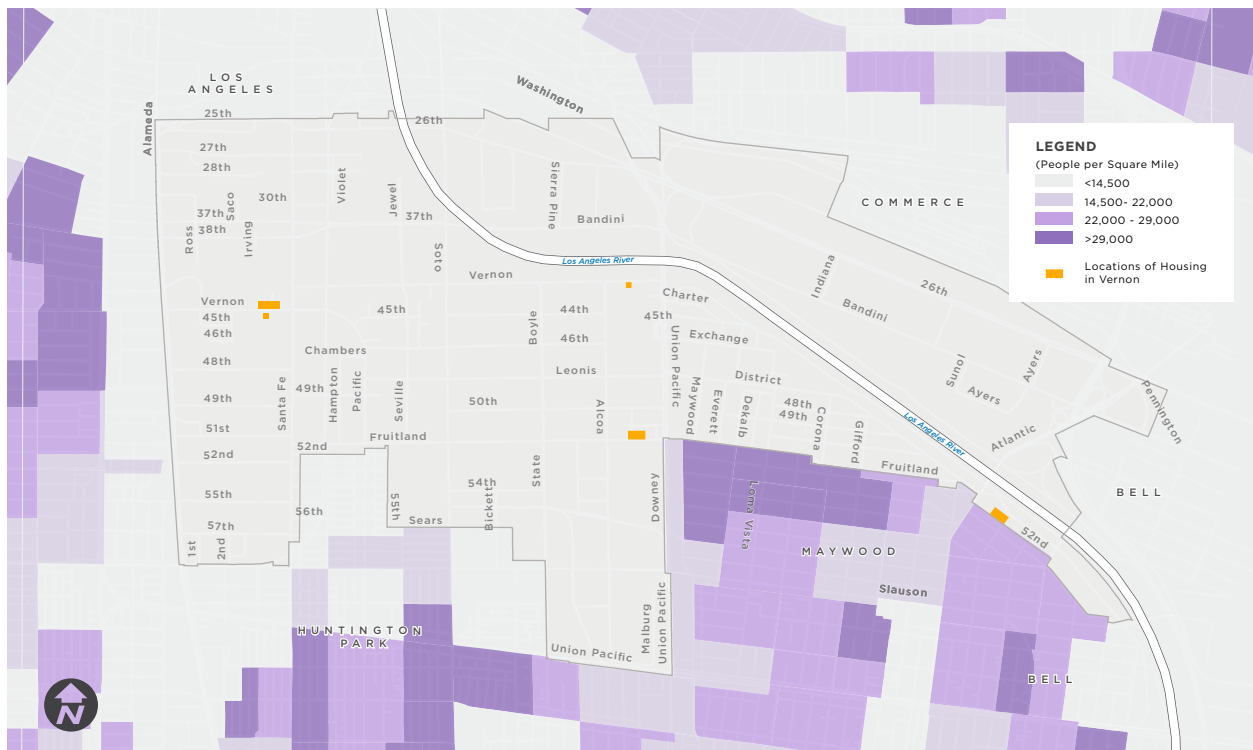


Figure 7: Residential Density



## MEANS OF TRANSPORTATION TO WORK

As part of the Bicycle Master Plan, the City of Vernon conducted a survey of local employers. The survey found that most people who work in the City of Vernon live outside of the city and commute to work. The vast majority of workers are commuting to Vernon from surrounding localities—nearly 38,000 people a day (US Census LEHD 2015).

Since Vernon has a very small working-age resident population (just 27 workers 16 years old and over), the transportation patterns of its inhabitants are very different from other communities. For example, the

census data show that none of Vernon's inhabitants commute by bicycle or public transit and a large percentage carpool. Just one person walks to work and one more works from home (ACS 2010-2014 five-year estimates). The small population of Vernon means that individual transportation decisions impact citywide averages; a single person shifting to bicycle travel would give the City of Vernon a bicycle commute mode share of 3.7% (higher than national, state and county averages).

Table 1: **Vernon Residents** Journey to Work Mode Share Compared to the County, State, and Nation (Percent)

MODE	NATIONWIDE	STATEWIDE	LA COUNTY	CITY OF VERNON
Walk	2.8	2.7	2.9	3.7
Bicycle	0.6	1.1	0.9	0.0
Public Transit	5.1	5.2	7.0	0.0
Drive Alone	76.4	73.2	72.6	70.4
Carpool	9.6	11.1	10.3	22.2
Other	1.2	1.3	1.3	0.0
Worked from home	4.3	5.4	5.0	3.7

Table 2: **Vernon Employees** Journey to Work Mode Share for People Working in Vernon

MODE	EMPLOYEES IN CITY OF VERNON (NUMBER)	EMPLOYEES IN CITY OF VERNON (PERCENT)
Walk	356	0.9
Bicycle	438	1.2
Public Transit	3,286	8.6
Drive Alone	28,324	74.4
Carpool	5,353	14.0
Other	300	0.8
Worked from home	1	0.1

Source: American Community Survey (ACS), 2010-2014 Five-Year Estimates (B08006)

# Land Use and Transportation

## EXISTING AND PLANNED LAND USES

Vernon is home to industrial uses such as manufacturing, refrigerated and cold storage warehousing, data centers, general warehousing, and industrial gas manufacturing. Heavy industrial land uses, such as refineries, energy generating facilities, and hazardous waste facilities may be permitted with special approval. The city has produced overlay districts that allow certain specialized uses not permitted in other areas of the city, such as commercial, rendering, slaughtering, and housing. New residential uses, in addition to existing homes, are permitted at few limited locations. The city has no parks or green areas.

## EXISTING TRANSPORTATION FACILITIES

As discussed in Chapter 2, the City of Vernon recently completed both a Bicycle Master Plan (2017) and a feasibility study for a future LA River Path through the city (2018). Several regional planning efforts have also proposed bikeways within the City of Vernon. Examples include Metro's Active Transportation Strategic Plan, Rail to River, Regional Active Transportation Network, and Gateway Cities Strategic Transportation Plan. However, the only existing bikeway in Vernon is the 0.78-mile stretch of the LA River path that goes from Atlantic Boulevard to Slauson Avenue. The city is served by Metro bus lines 60, 105, 251, 254, 611, 705, 751, and 760.

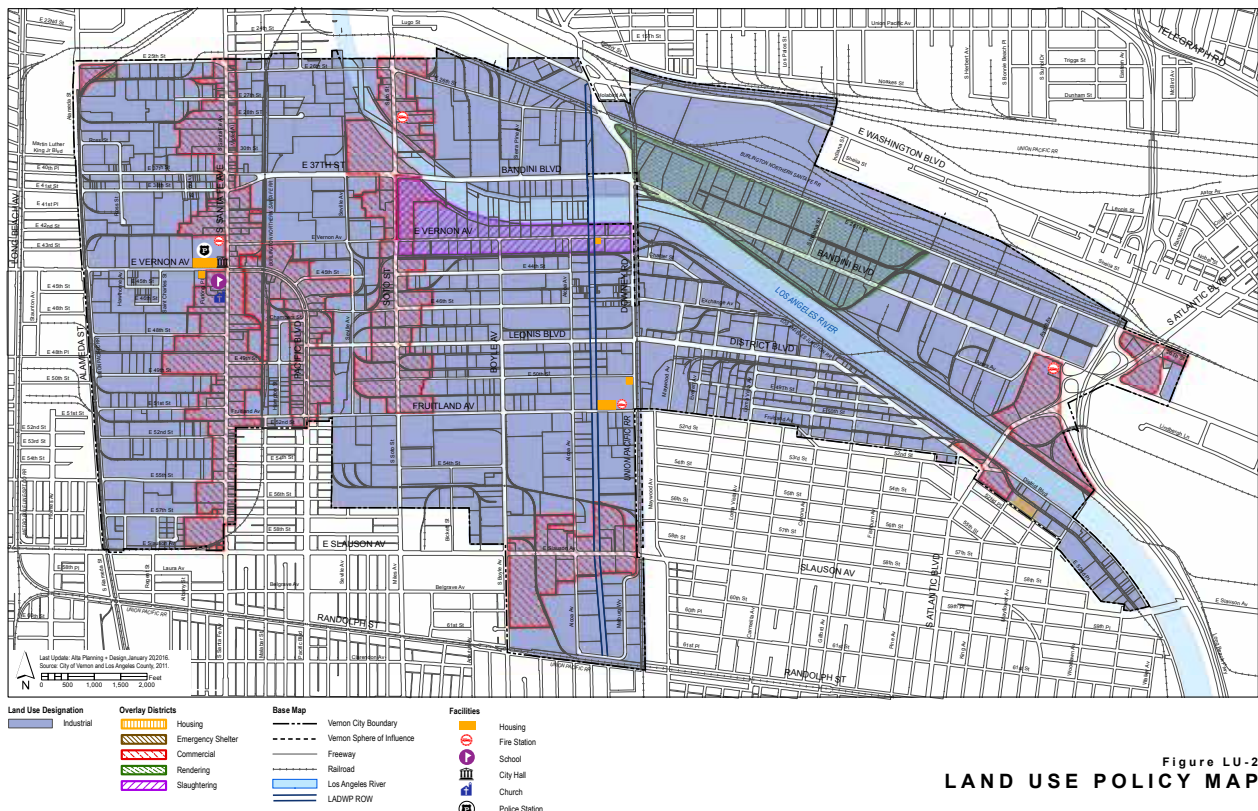


Figure LU-2  
LAND USE POLICY MAP

Figure 8: Vernon Land Use Policy Map



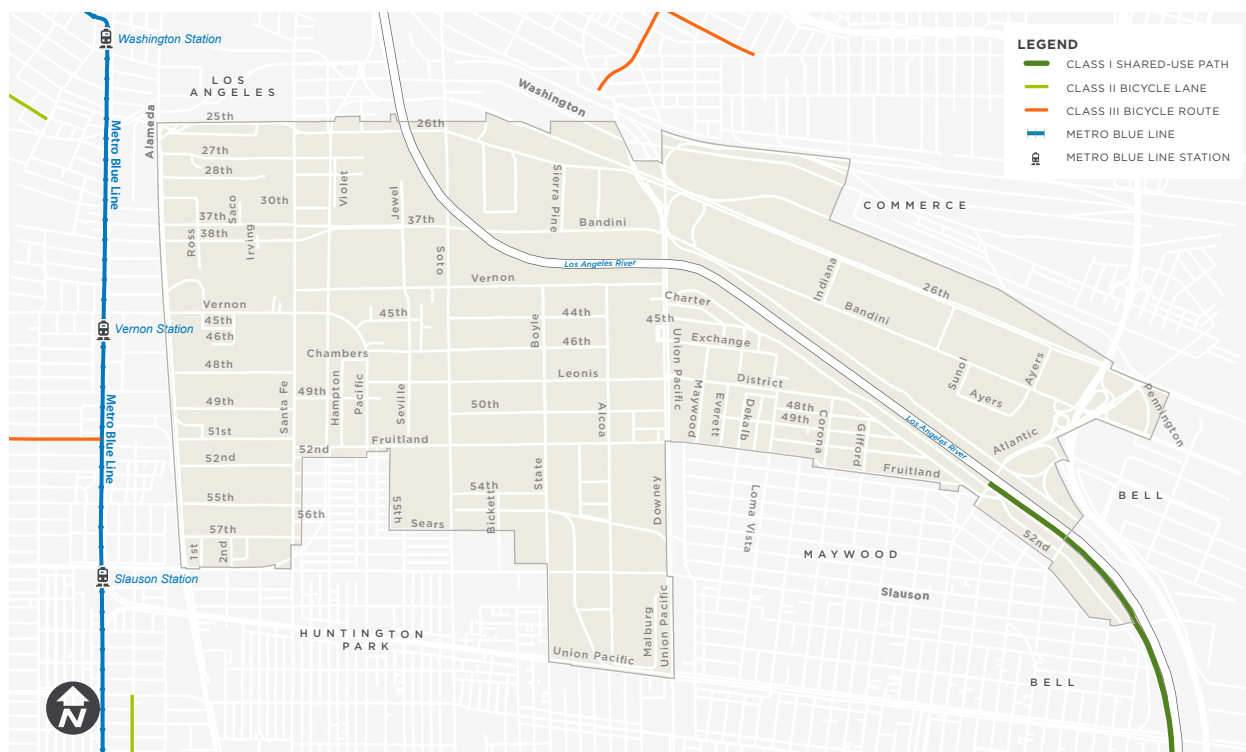


Figure 9: Vernon Existing Bicycle Network

0 0.25 0.5 1 Mile

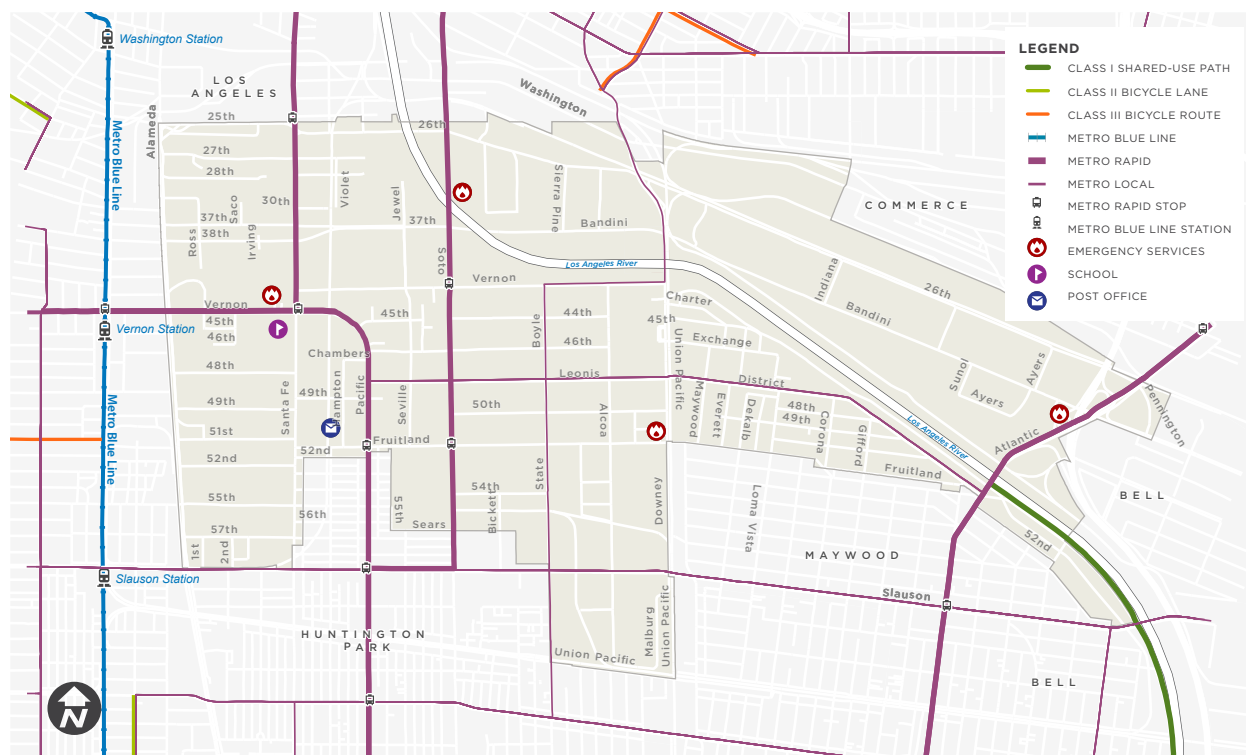


Figure 10: Vernon Existing Transportation Network

## EXISTING AND PROJECTED TRAFFIC DEMAND

The three bikeway corridors under consideration are:

- 37th Street between Santa Fe Avenue and Soto Street
- Vernon Avenue between Santa Fe Avenue and Downey Boulevard
- Leonis Boulevard between Pacific Boulevard and Atlantic Boulevard

Within these corridors, and at potential LA River gateway locations, the following eleven intersections have been analyzed:

- Santa Fe Avenue and 37th Street (signalized)
- Bandini Boulevard and Soto Street/37th Street (signalized)
- Santa Fe Avenue and Vernon Avenue (signalized)
- Soto Street and Vernon Avenue (signalized)
- Boyle Avenue and Vernon Avenue (unsignalized)
- Downey Road and Vernon Avenue (signalized)
- Pacific Boulevard and Leonis Boulevard (signalized)
- Soto Street and Leonis Boulevard (signalized)
- Boyle Avenue and Leonis Boulevard (signalized)
- Downey Road and Leonis Boulevard (signalized)
- Atlantic Boulevard and District Boulevard (signalized)

Existing conditions were established through information provided by the City of Vernon, field observations, and field data collection. The assessment of conditions relevant to this study includes a description of the local street system in the vicinity of the bikeway corridors, the current transit service in the study area, planned improvements, and an assessment of the existing operating conditions.

The classifications and primary characteristics of each street considered in this plan are summarized in Table 3. All streets are primarily aligned east-west. The majority of intersections along these three corridors are signalized within the study area.

### Existing Traffic Volumes and Levels of Service

Weekday PM peak hour bicycle, pedestrian, and vehicular (classified to separate heavy vehicle) counts were collected along 37th Street, Vernon Avenue, and Leonis Boulevard. Weekday PM period counts were collected for three days and the highest PM peak hour traffic counts were utilized for the analysis.

Existing volumes were analyzed to determine the delay and LOS for each intersection. All intersections operate at LOS D or better with the exception of the intersection Atlantic Boulevard and District Boulevard.

Table 3: Primary Street Descriptions

CORRIDOR	CLASSIFICATION	NUMBER OF LANES	ON-STREET PARKING	POSTED SPEED LIMIT
37th Street	Collector	Two lanes in each direction	On-street parking available on either side of the street	40 mph
Vernon Avenue	Arterial	Two lanes in each direction	No parking available on either side of the street	30 mph
Leonis Boulevard/ District Boulevard	Collector	Two lanes in each direction	On-street parking available on either side of the street	40 mph

## LAND OWNERSHIP

Ownership of the Los Angeles River corridor through Vernon is a mix of private and public. Though much of the river corridor is owned by the LA County Flood Control District (LACFCD), the reach of river north of S Downey Road includes numerous private parcels as well.

The major land owners at potential gateways include the City of Vernon, LACFCD, and private entities (see Figure 11). Most gateway sites fall mostly on publicly owned lands, with most of the east-bank gateways directly impacting existing utility corridors. The sole gateway that is exclusively on privately owned land is at Bandini / Soto West, which is a small commercial strip mall and parking lot.

Nearly all of the land along each of the proposed bikeway corridors is privately owned.

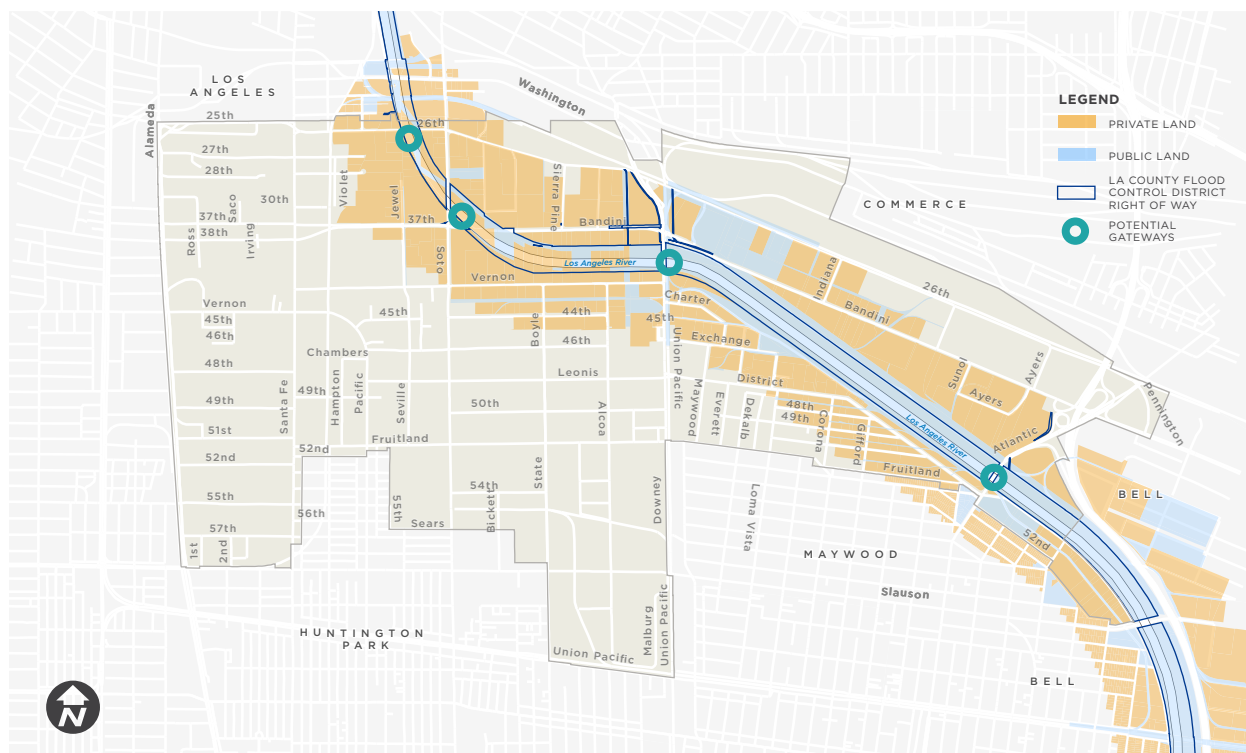


Figure 11: Land Ownership at Gateways

0 0.25 0.5 1 Mile



## UTILITIES ALONG THE CORRIDORS

Los Angeles Department of Water and Power (LADWP) has a transmission line corridor that transverses the river through Vernon. A conductor's survey is needed to assess clearance of proposed structures under transmission lines. The utility lines are in need of an upgrade. Transmission lines along the river generally have a 50-year life span and the LADWP transmission lines are 85 years old.

Potential gateways along the east bank of the LA River utilize portions of the transmission corridor, including at 26th Street, Bandini Boulevard, S Downey Road, and S Atlantic Boulevard. Most potential gateways intersect with small utility posts in some capacity, while 26th Street East and S Atlantic Boulevard East feature large transmission towers in the middle of the site.

Overhead utility lines are present along three of the corridors, with utility poles in the sidewalks. At-grade and underground utilities are located in sidewalks, as is typical of commercial corridors.

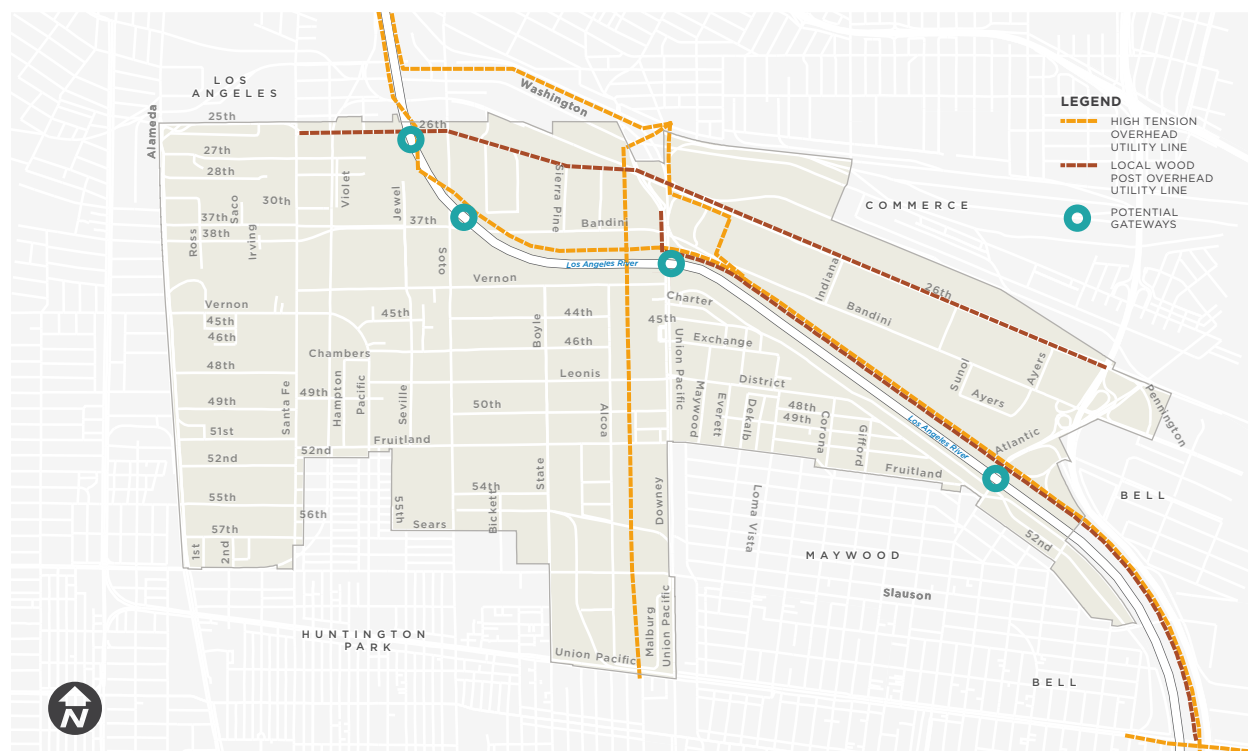


Figure 12: Utility Lines Map



## RAILWAYS IN VERNON

Vernon is an important corridor for rail (see Figure 14). An elevated Metrolink and Amtrak commuter rail line crosses the LA River near Redondo Junction, just north of Vernon. Freight rail lines run along the corridor south of S Downey Road, including at bridge crossings at S Downey Road and between S Downey Road and S Atlantic Boulevard. Numerous freight lines converge at Hobart Intermodal Facility and at Malabar Yard. The City of Vernon is crossed by numerous rail spurs, some that are active and many that are not. Potential gateways near S Downey Road and S Atlantic Boulevard need to be evaluated for user conflicts with rail.



Figure 13: Railways Map

# Employment

## EMPLOYMENT DENSITY

According to the Vernon General Plan (2015 update), the number of employees in Vernon has steadily declined since the early 1990s. Despite the decline in the number of employees, industrial and manufacturing businesses within the city remain the majority of trip attractors and generators. Many key corridors are located on the west side of the city, with Santa Fe registering the highest number of jobs, not only in

total numbers but also in terms of employees per mile. Total employment along each of the study corridors is summarized in Table 4, and businesses with over 200 employees are listed in Table 5. Those appearing directly on one of the study corridors are identified.

Table 4: Employment Along Study Corridors

CORRIDOR	FROM	TO	MILEAGE	EMPLOYEES	EMPLOYEES/ MILE
37th Street	Santa Fe Avenue	Soto Street	0.6	495	825
Vernon Avenue	Santa Fe Avenue	Downey Boulevard	1.5	4,048	2,698
Leonis/District Boulevard	Pacific Boulevard	Atlantic Avenue	2.5	1,271	508

Source: Reference USA U.S. Businesses Database, 2018

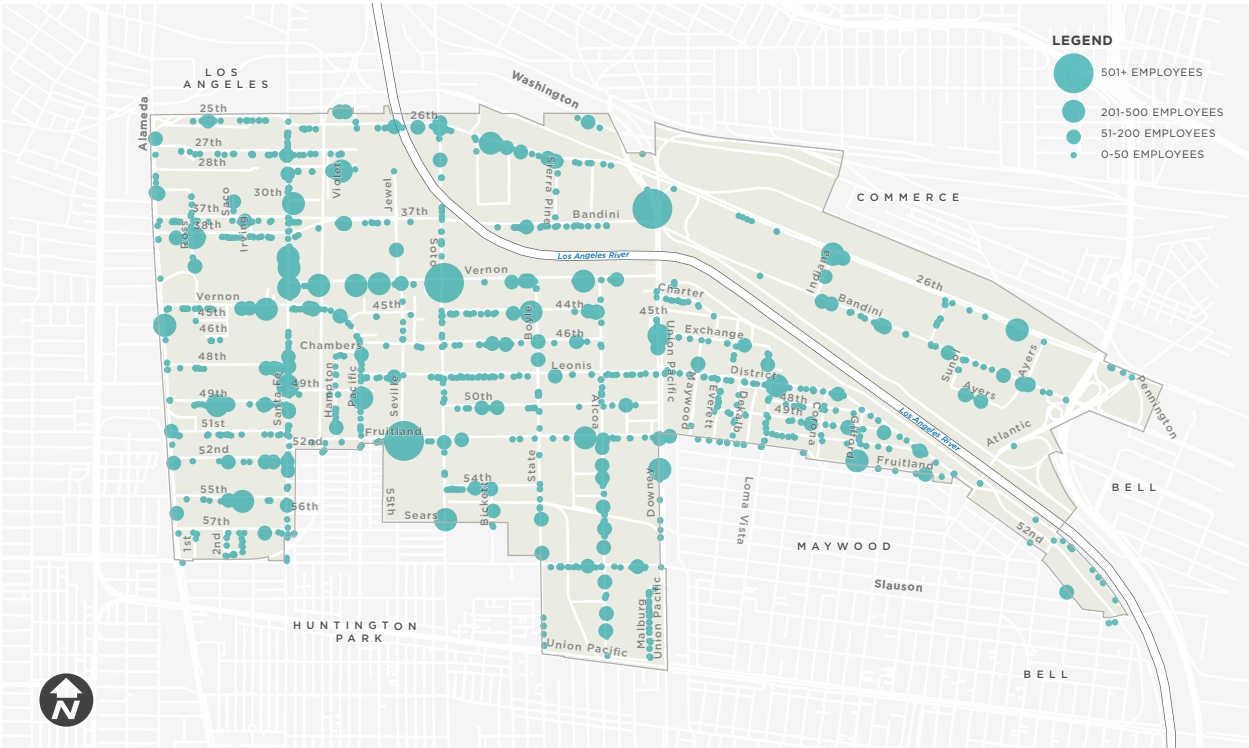


Figure 14: Vernon Employment Density



Table 5: Businesses with Greater Than 200 Employees in Vernon

BUSINESS	ADDRESS	NUMBER OF EMPLOYEES (APPROX.)	ADJACENT TO PROJECT CORRIDORS
Farmer John/Clougherty Packing, LLC.	3049 Vernon Avenue	1,217*	Y
United Parcel Service, Inc.	3333 Downey Road	1,087	
Fashion Nova Inc.	3751 Seville Avenue	624*	
Seven Up/Royal Crown Bottling Company	3220 26th Street	584*	
Lymi Inc.	2263 Vernon Avenue	405*	
Flying Food Fresh Food Solutions LLC	3305 Bandini Boulevard	401*	
C.R. Laurence Co., Inc.	2503 Vernon Avenue	387*	Y
J&J Snack Foods Corp Of California	5353 Downey Road	380*	
C.R. Laurence Co., Inc.	2200 55th Street	372*	
Camino Real Foods, Inc.	2638 Vernon Avenue	370*	Y
Overhill Farms, Inc.	2727 Vernon Avenue	338*	Y
E & C Fashion, Inc.	2425 30th Street	295	
C.R. Laurence Co., Inc.	2100 38th Street	291*	
Hannibal Industries, Inc.	3851 Santa Fe Avenue	284*	
AGS USA, LLC	3850 Santa Fe Avenue	274	
Owens-Brockway Glass Container Inc	2901 Fruitland Avenue	267*	
Culver City Meat Co., Inc.	3450 Vernon Avenue	260	Y
Soex West USA LLC.	3280 - 3294 26th Street	260*	
Flowserve Corporation	2300 Vernon Avenue	259*	
Clougherty Packing, LLC.	2730 - 2750 37th Street	254*	Y
Completely Fresh Foods Inc.	4461 Downey Road	243*	
F. Gaviña & Sons, Inc.	2700 Fruitland Avenue	240*	
Premier Meat Company	5030 Gifford Avenue	240*	
NYDJ Apparel, LLC.	5401 & 5411 Soto Street	233*	
Fisherman's Pride Processors, Inc.	4510 Alameda Street	233*	
Rehrig Pacific Company	4010 26th Street	230*	
Huxtable's Kitchen, Inc.	2100 49th Street	223	
SF Apparel, Inc.	4871 Santa Fe Avenue	220	
Barksdale Inc.	3211 Fruitland Avenue	219*	
Bon Appetit Danish, Inc.	4525-4529 District Boulevard	213*	Y
Arcadia, Inc.	2301 Vernon Avenue	213*	
Grand Packaging, Inc.	3800-3840 26th Street	212*	
Fedex Ground	2600 28th Street	208*	
Angelus Sanitary Can Mach Co	4900 Pacific Boulevard	205	
Trinity Sports, Inc.	2025 & 2067 55th Street	205	
Stericycle, Inc.	2775 26th Street	200*	
Romeo Systems Inc.	4380 Ayers Avenue	200*	
Fashion Nova Inc	2801 E 46th Street	200^	
Loot Crate Inc.	4490 Ayers Avenue	200*	

Source: Reference USA U.S. Businesses Database, 2018

\*Self-reported employment numbers

## Corridor Existing Conditions

The corridors have the following characteristics: The 37th Street corridor runs from Santa Fe Avenue to Soto Street, spans two major north-south thoroughfares, and intersects the Harbor Subdivision, a potential future active transportation corridor. At Soto Street, the corridor meets one of the only nodes of services in the city, with several restaurants, and Farmer John, one of the largest employers in the city. The Vernon Avenue Corridor connects to City Hall at Santa Fe Avenue at the west and is one block south of the LA River where Vernon Avenue ends at Downey Road on the east. The Leonis Boulevard Corridor begins at Pacific Boulevard on the west, becomes District Boulevard east of Downey Road, and ends at Atlantic Boulevard, where the existing LA River path currently terminates.

The following attributes are applicable to all corridors:

- All segments of the corridors under study are punctuated by multiple driveways serving adjacent businesses.
- Bus stops are present on the eastern stretch of Vernon Avenue, and along the length of the Leonis/District Boulevard Corridor.
- The Vernon Avenue corridor is entirely a no-parking zone.
- Rail crossings exist on all three corridors, primarily along the District Boulevard portion of the Leonis/District Boulevard corridor.

Detailed maps of the existing corridors are in Appendix A1.

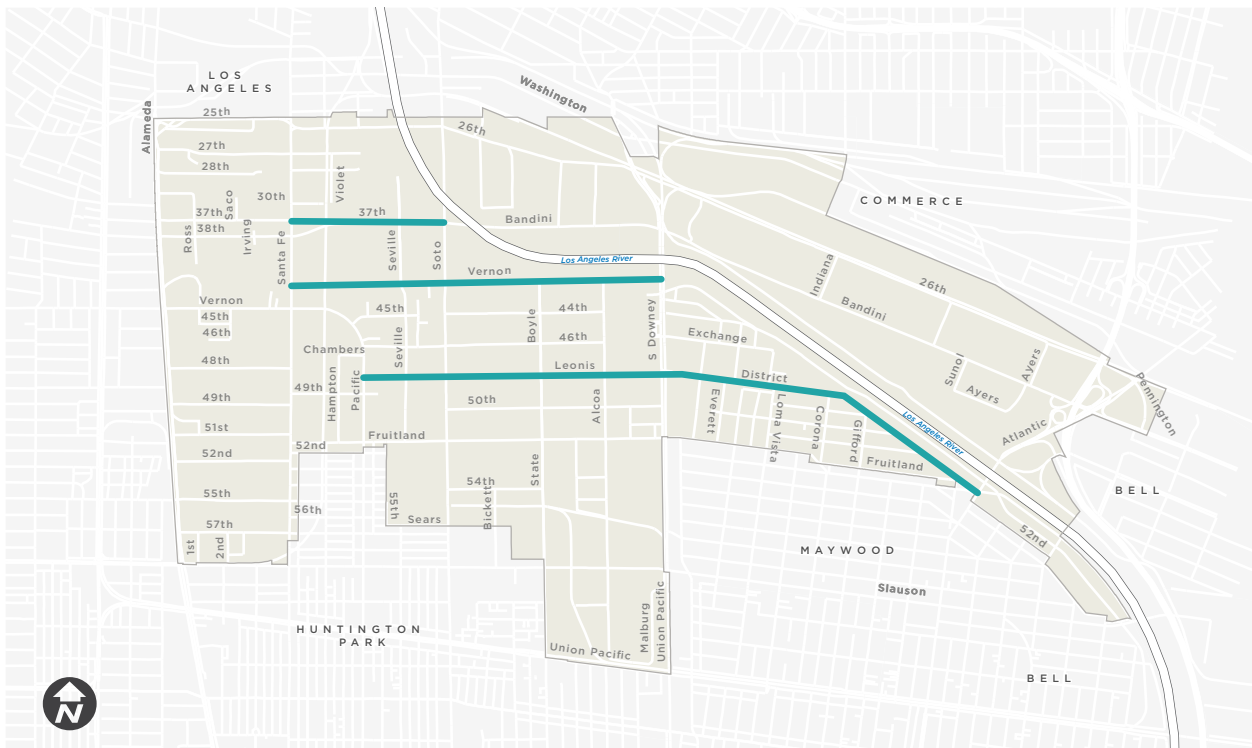


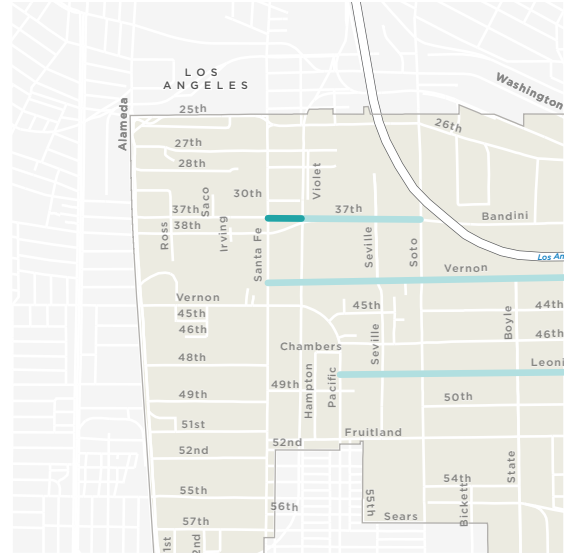
Figure 15: Potential Gateways Map

0 0.25 0.5 1 Mile

37th St

## 37TH STREET—SEGMENT 1

37th Street is a westbound one-way road in Segment 1 near Santa Fe Avenue. The roadway configuration consists of one west-bound travel lane and one west-bound combined travel-plus-parking lane. Narrow sidewalks, of roughly four feet in width, exist on both sides of the street.



### Key Map

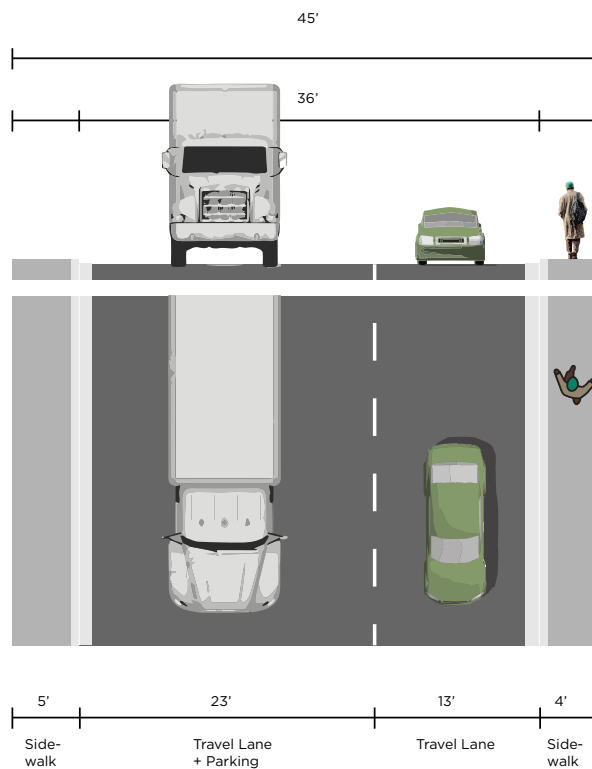
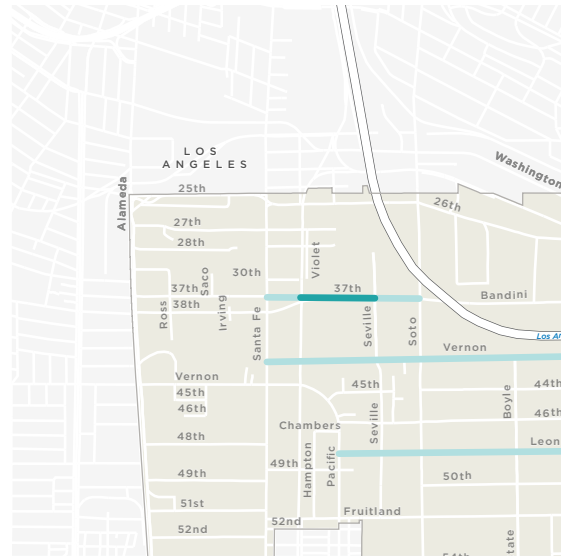


Figure 16: 37th Street Section—Segment 1 (Westbound near Santa Fe Avenue)

## 37TH STREET—SEGMENT 2

37th Street is a two-way road between the split to one-way westbound road and Seville Avenue. The roadway configuration consists of one travel lane and one combined travel-plus-parking lane in both directions separated by a center turn lane. Sidewalks are approximately nine feet wide on both sides of the street.



Key Map

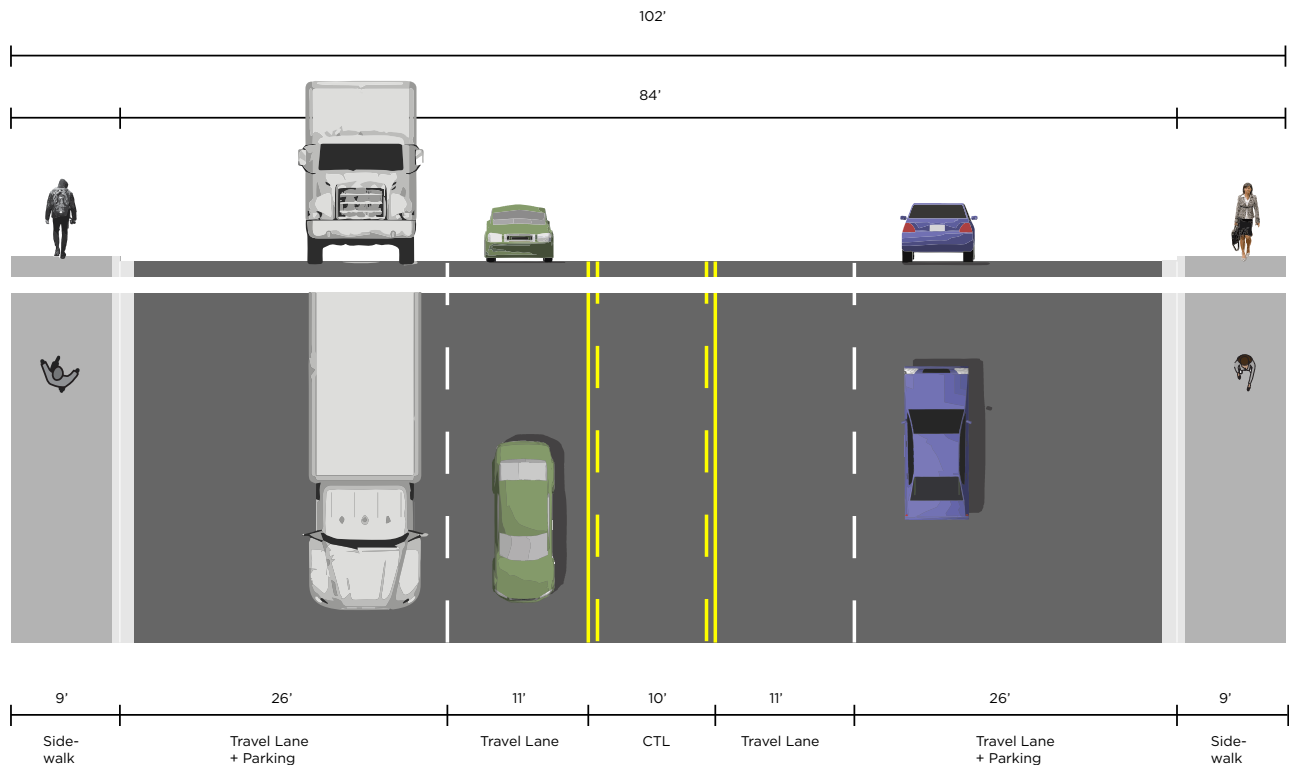
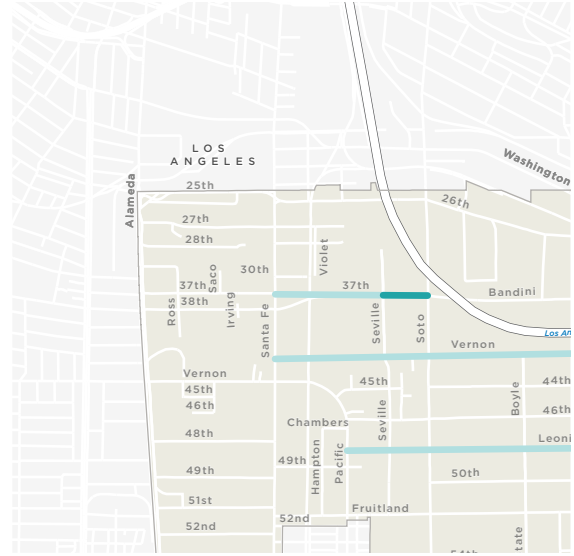


Figure 17: 37th Street Section—Segment 2 (Adjacent to Seville Avenue)



## 37TH STREET—SEGMENT 3

37th Street is a two-way road between Seville Avenue and the Los Angeles River in Segment 3. The roadway configuration consists of three travel lanes in each direction separated by a center turn lane. Eight-foot-wide sidewalks exist on both sides.



Key Map

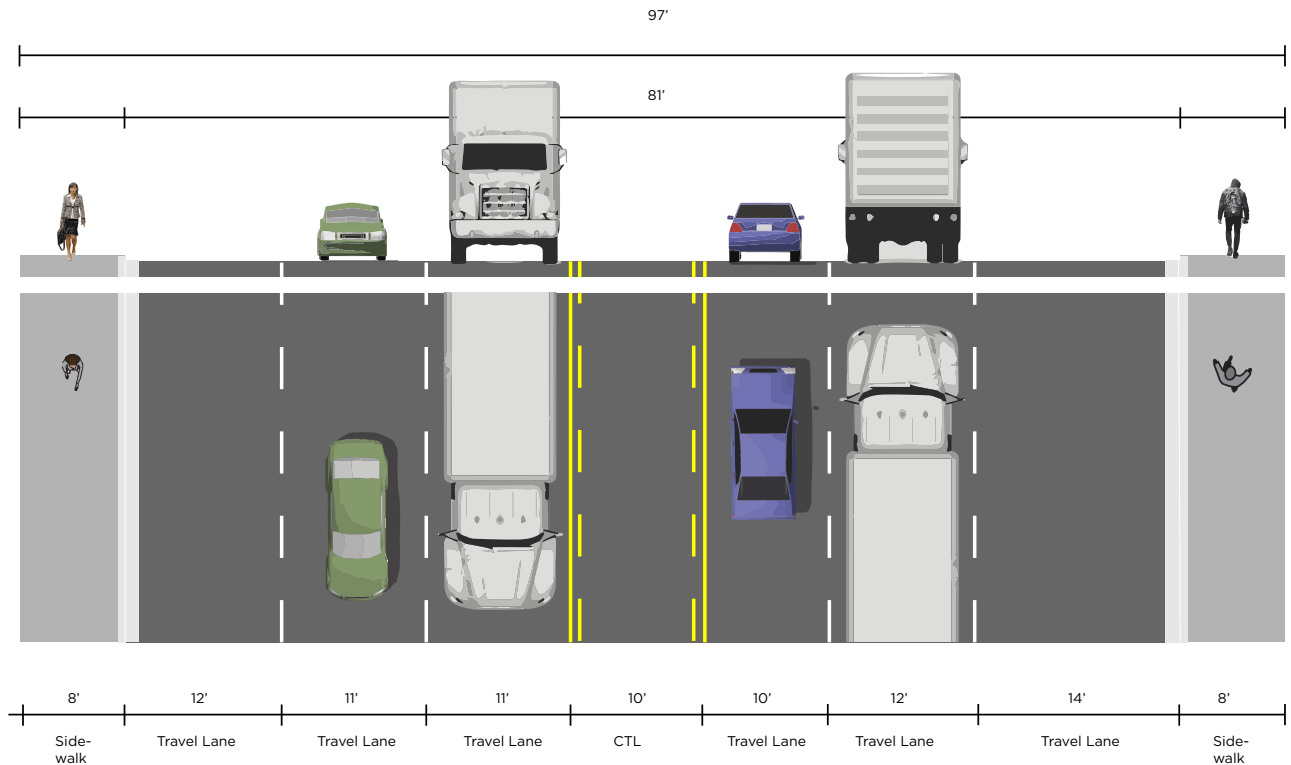
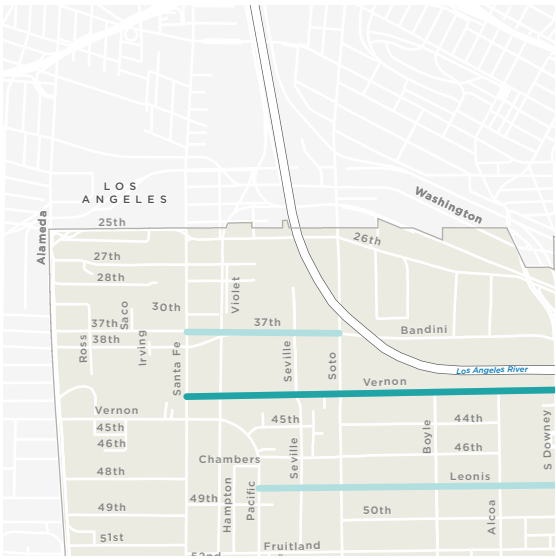


Figure 18: 37th Street Section—Segment 3 (Adjacent to Soto Street)

# Vernon Avenue

## VERNON AVENUE—SEGMENT 1

Vernon Avenue is a two-way road along the entire length of the study area. Since it is consistent, it only has one segment. The roadway configuration consists of two travel lanes in each direction separated by double yellow line striping. Variable width sidewalks, from four to eight feet, exist on both sides.



Key Map

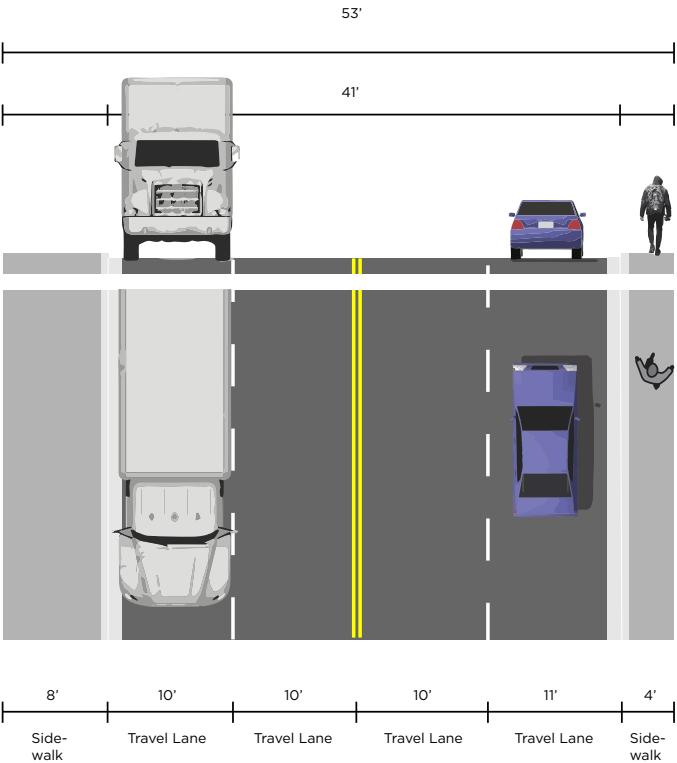
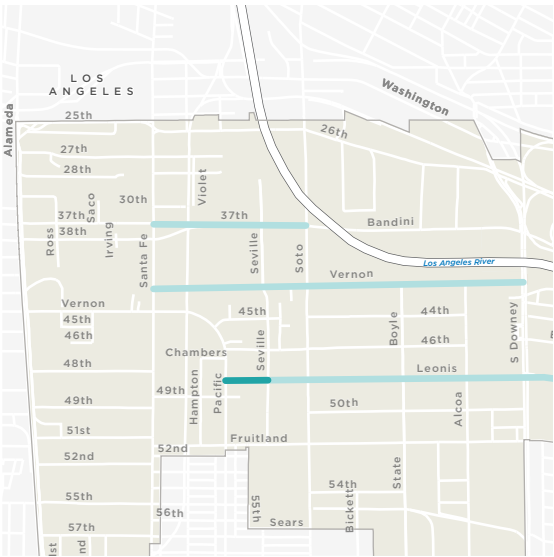


Figure 19: Vernon Avenue Section—Segment 1 (Between Soto Street and Boyle Avenue)

# Leonis Boulevard / District Boulevard

## LEONIS BOULEVARD—SEGMENT 1

Leonis Boulevard is a two-way road between Pacific and Seville Avenues. The roadway configuration consists of one travel lane and one combined travel-plus-parking lane on both sides separated by double yellow line striping. Wide sidewalks of approximately 11 to 12 feet width exist on both sides.



Key Map

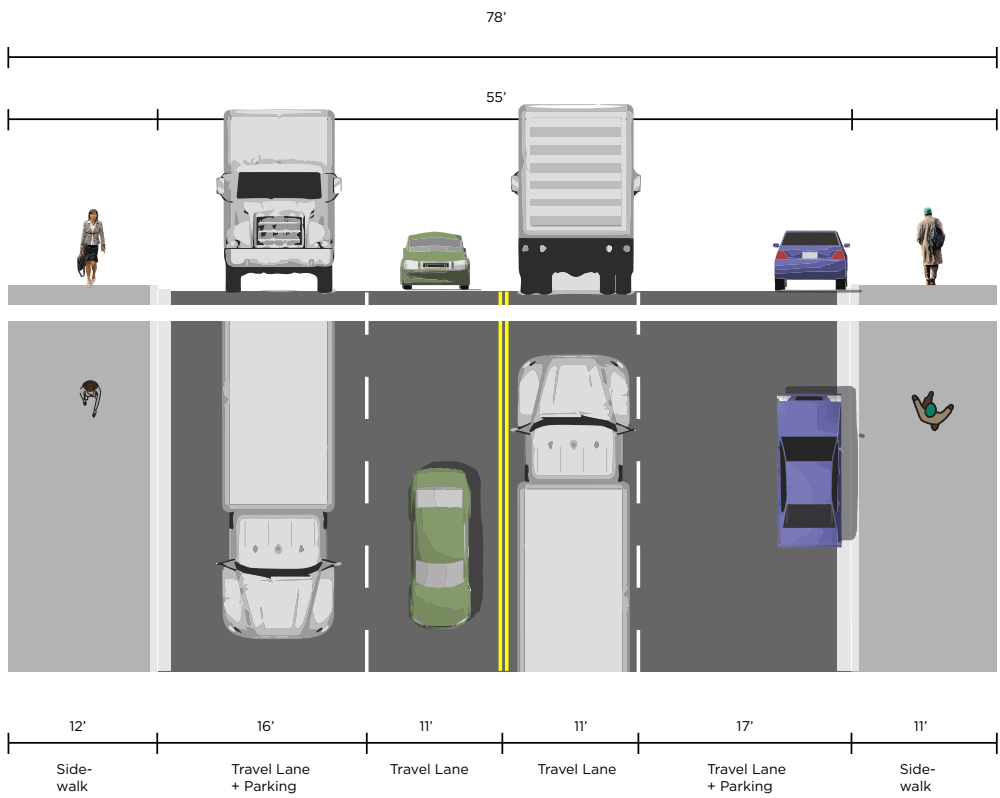
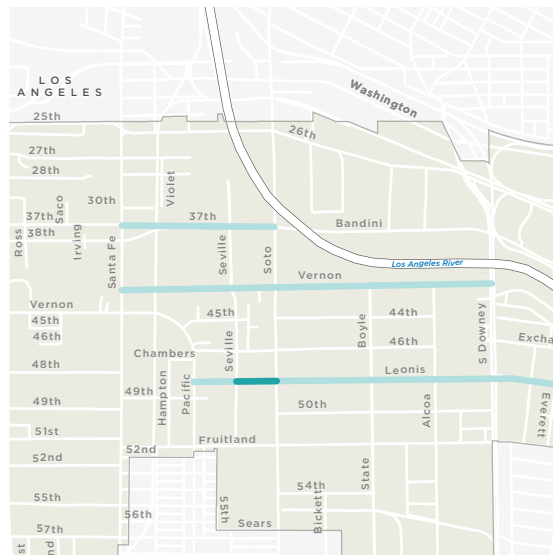


Figure 20: Leonis Boulevard Section—Segment 1 (Between Pacific Boulevard and Seville Avenue)

## LEONIS BOULEVARD—SEGMENT 2

Leonis Boulevard is a two-way road between Seville Avenue and Soto Street. The roadway configuration consists of two travel lanes in each direction separated by double yellow line striping. Approximately 12-foot-wide sidewalks exist on both sides.



Key Map

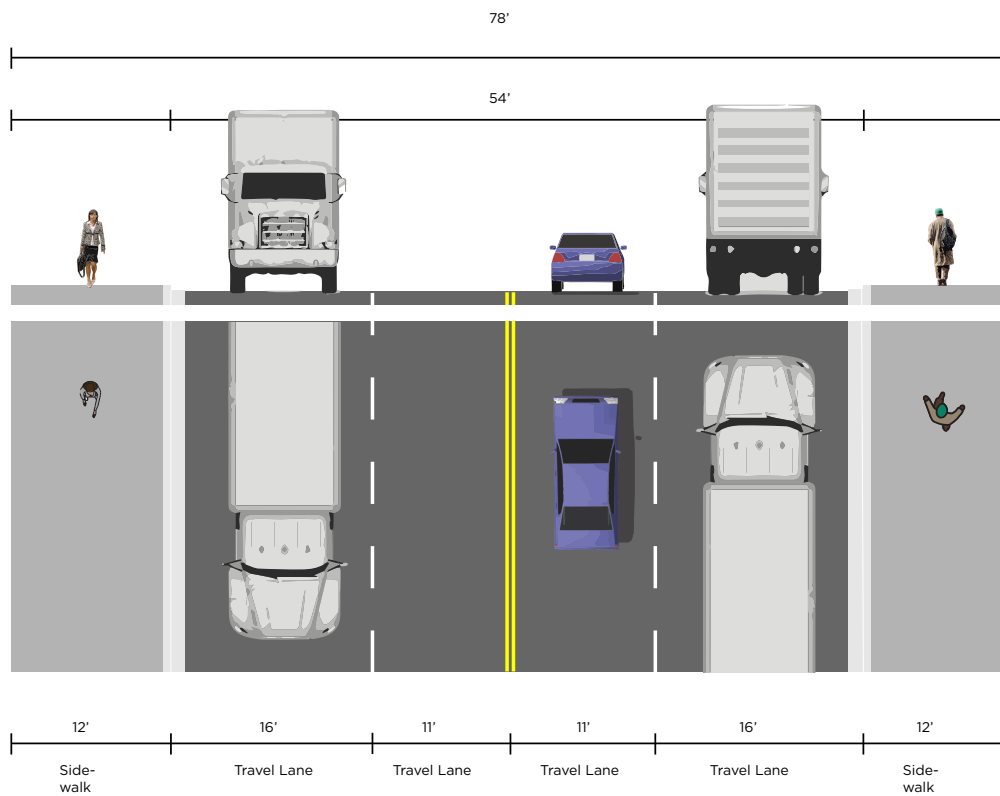


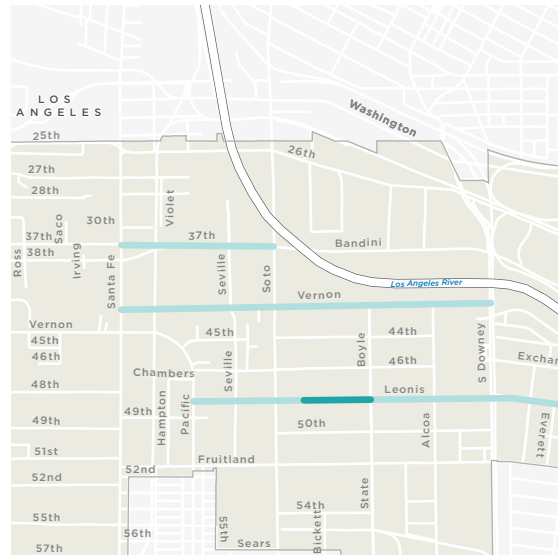
Figure 21: Leonis Boulevard Section—Segment 2 (Between Seville Avenue and Soto Street)

Leonis Boulevard is a two-way road east of Soto Street in Segment 3, which extends approximately 135 feet east beyond the intersection. The roadway configuration consists of two travel lanes in each direction separated by a center turn lane. Side walks are approximately 11 feet wide on both sides.



## LEONIS BOULEVARD—SEGMENT 4

Leonis Boulevard is a two-way road between Soto Street and Boyle Avenue. The roadway configuration consists of one travel lane and one combined travel-plus-parking lane on both sides separated by double yellow line striping. Twelve-foot-wide sidewalks exist on both sides.



Key Map

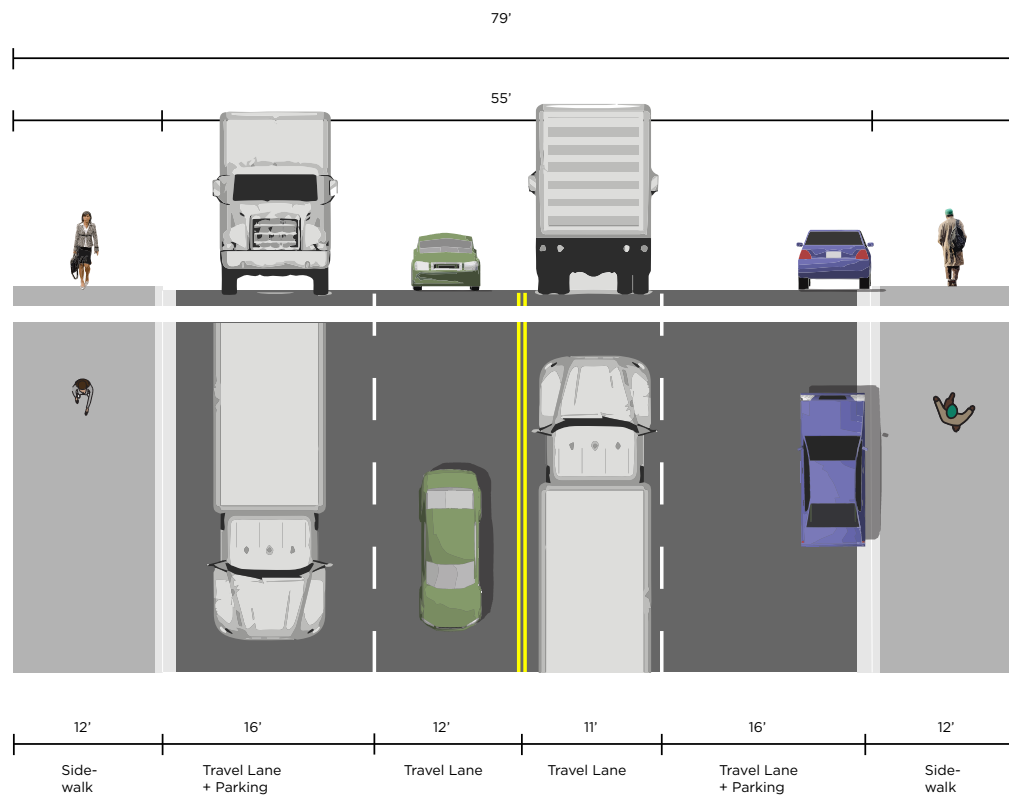
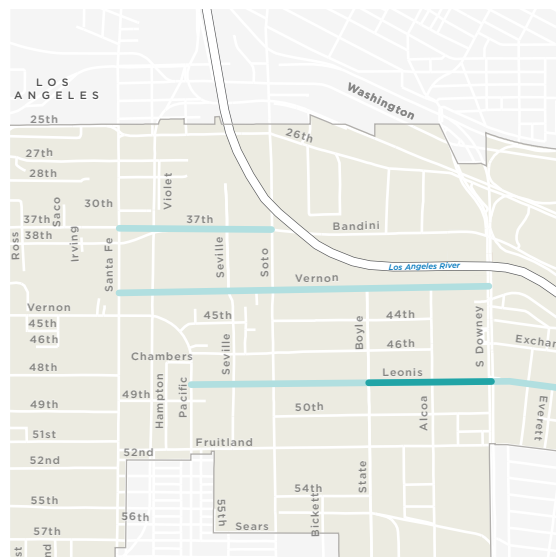


Figure 23: Leonis Boulevard Section—Segment 4 (Between Soto Street and Boyle Avenue)



## LEONIS BOULEVARD—SEGMENT 5

Leonis Boulevard is a two-way road between Alcoa Avenue and Downey Road. The roadway configuration consists of one travel lane and one combined travel-plus-parking lane on both sides separated by double yellow line striping. Wide sidewalks, of approximately 12 feet, exist on both sides.



Key Map

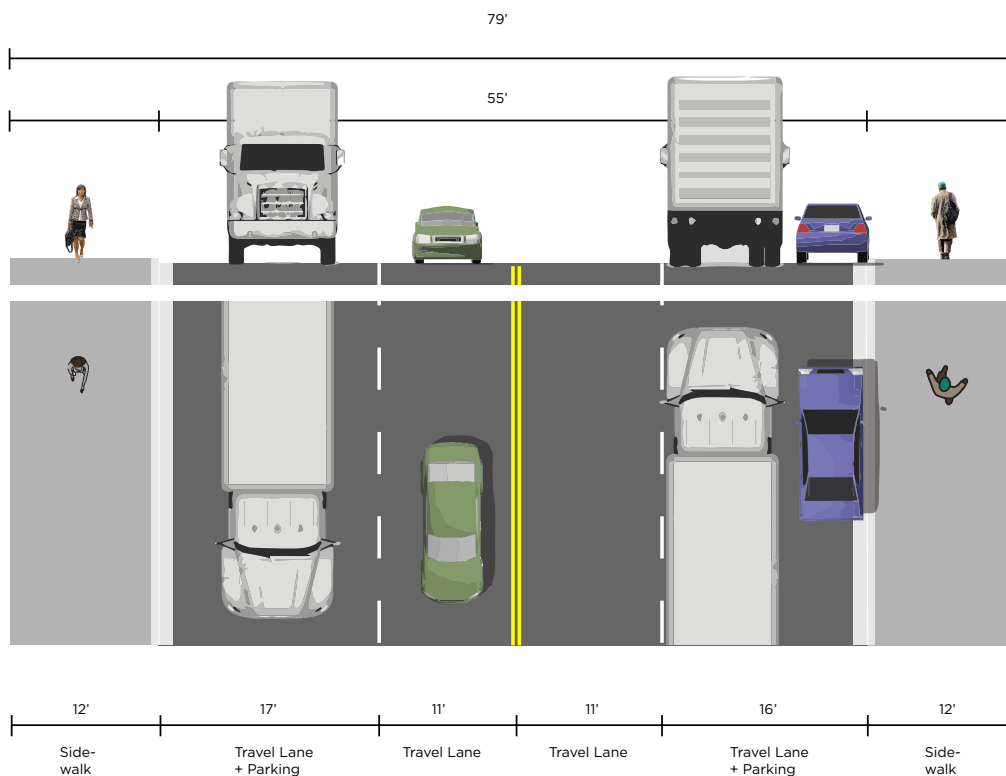
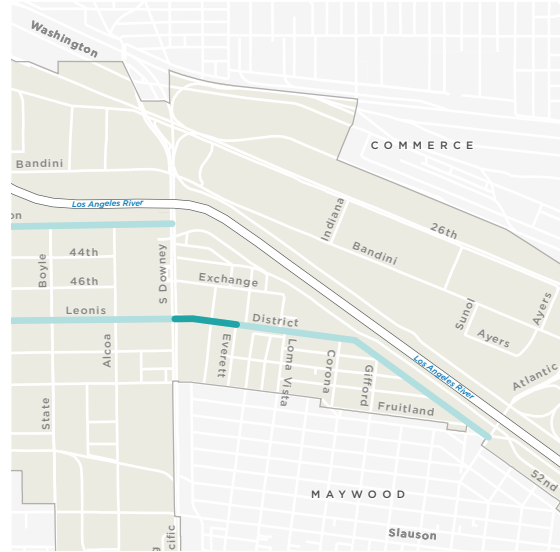


Figure 24: Leonis Boulevard Section—Segment 5 (Between Boyle Avenue and Alcoa Avenue)

## DISTRICT BOULEVARD—SEGMENT 6

East of Downey Road, Leonis Boulevard becomes District Boulevard. District Boulevard is a two-way road between Downey Road and Everett Avenue. The roadway configuration consists of one travel lane and one combined travel-plus-parking lane on both sides separated by a center turn lane. Ten-foot-wide sidewalks exist on both sides.



Key Map

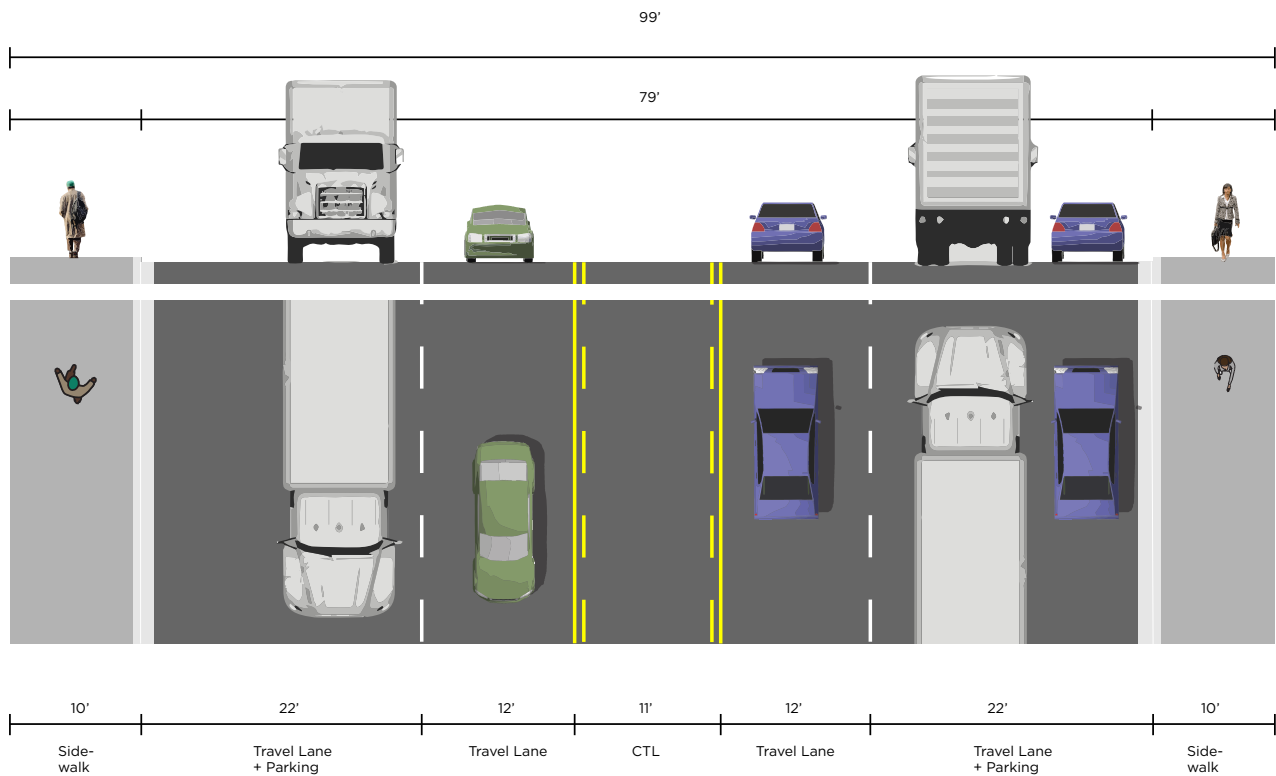
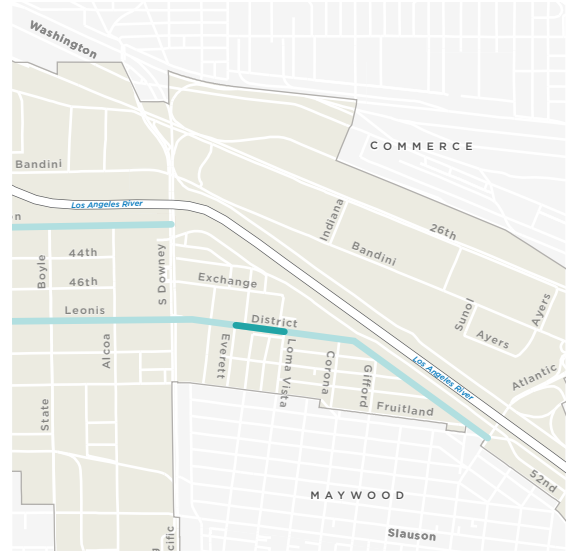


Figure 25: District Boulevard Section—Segment 6 (Between Maywood Avenue and Everett Avenue)

## DISTRICT BOULEVARD—SEGMENT 7

District Boulevard is a two-way road between Everett Avenue and Loma Vista Avenue. The roadway configuration consists of one travel lane and one combined travel-plus-parking lane on both sides separated by a center turn lane. Eight- to nine-foot-wide sidewalks exist on both sides.



Key Map

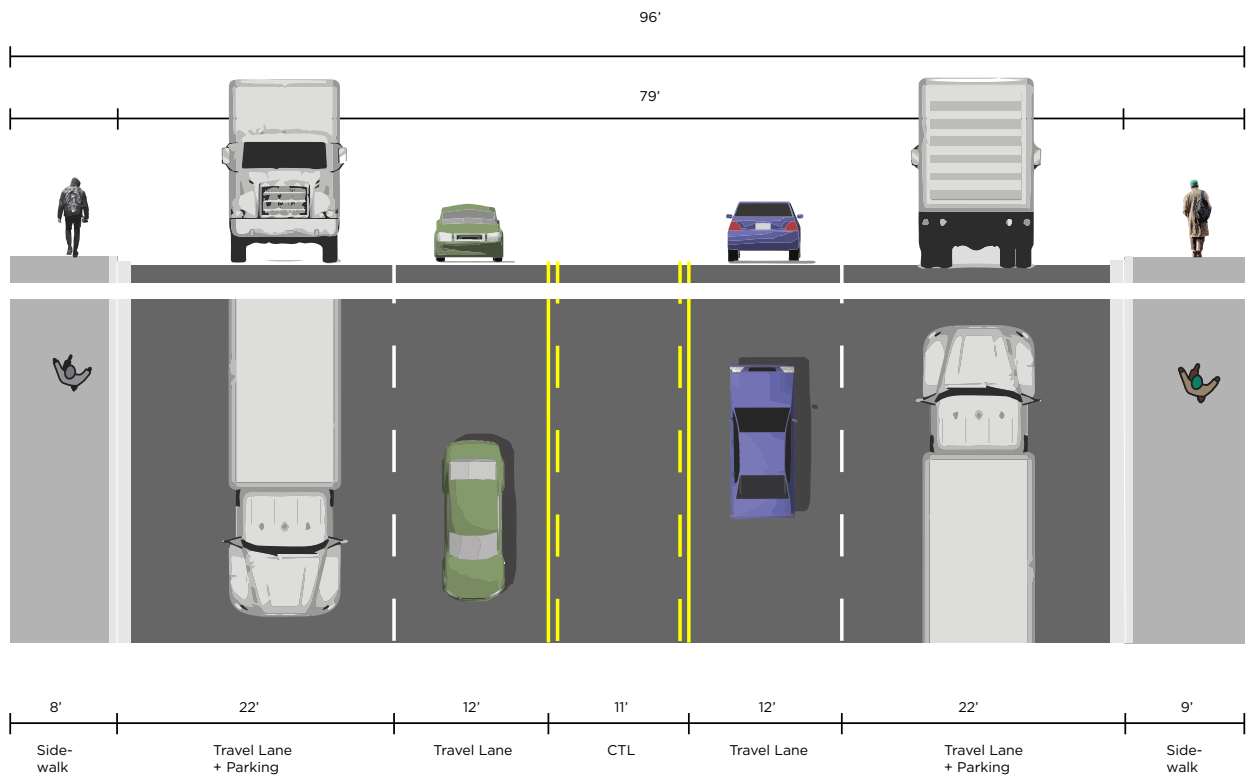
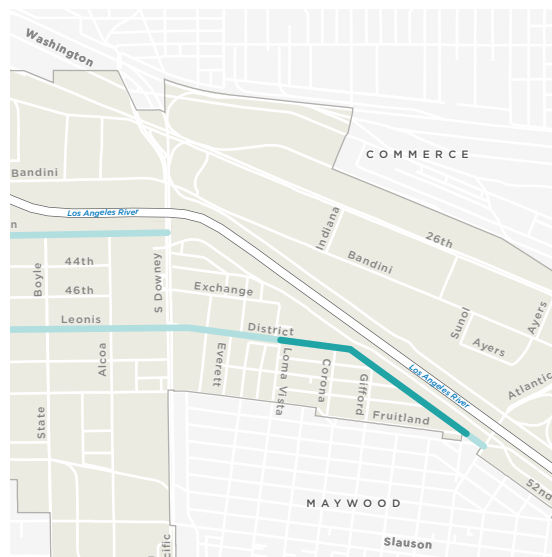


Figure 26: District Boulevard Section—Segment 7 (Between Everett Avenue and Loma Vista Avenue)

## DISTRICT BOULEVARD—SEGMENT 8

District Boulevard is a two-way road between Loma Vista Avenue and Fruitland Avenue. The roadway configuration consists of one travel lane and one combined travel-plus-parking lane on both sides separated by a center turn lane. Sidewalks on each side range in width from nine to 10 feet.



Key Map

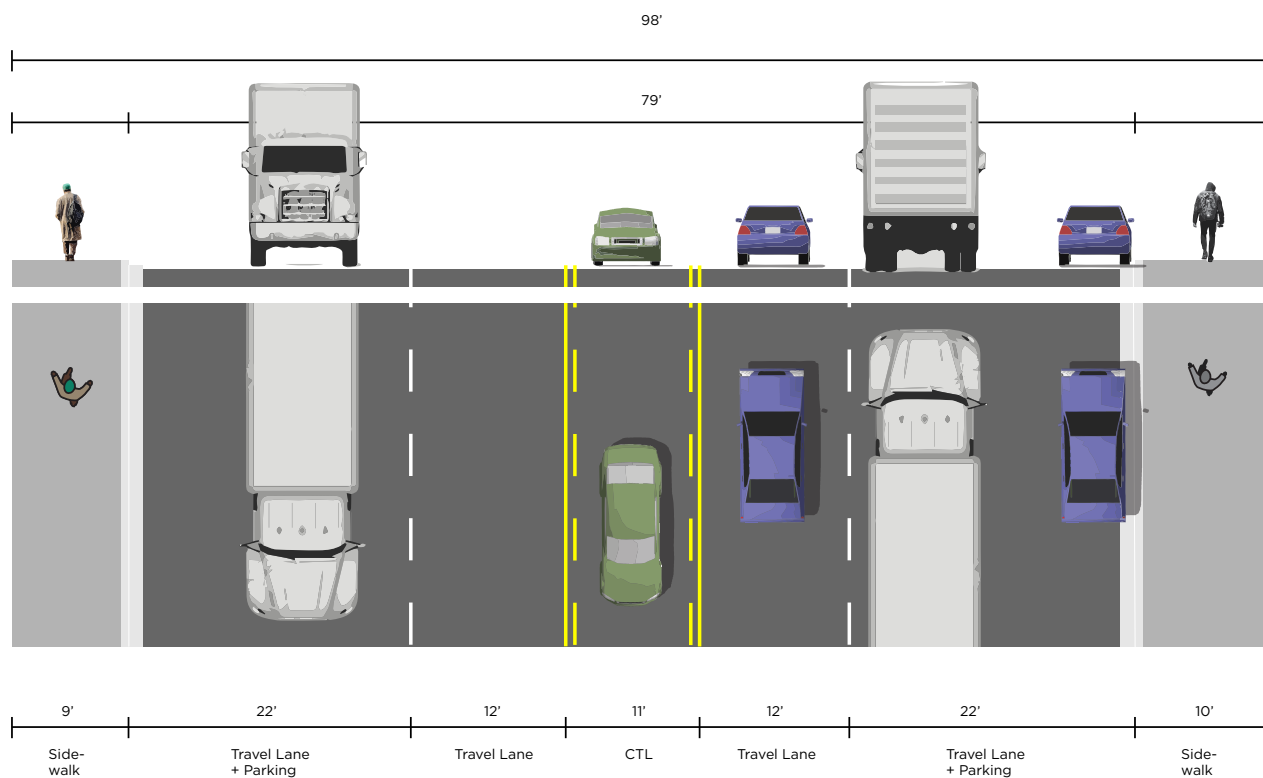
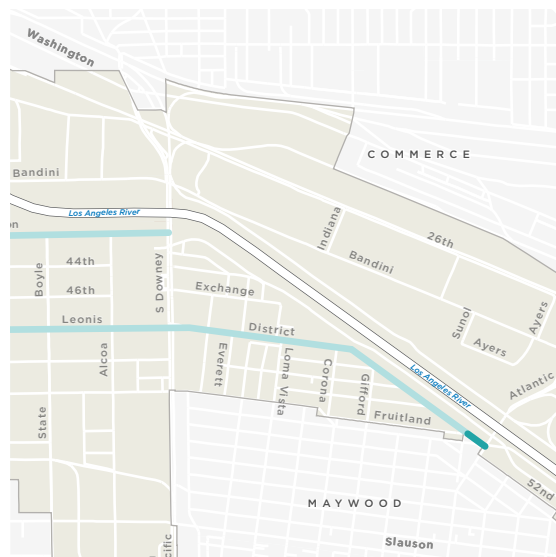


Figure 27: District Boulevard Section—Segment 8 (Between Corona Avenue and E 48th Street)

## DISTRICT BOULEVARD—SEGMENT 9

District Boulevard is a two-way road between Fruitland Avenue and Atlantic Boulevard. The roadway configuration consists of one travel lane and one combined travel-plus-parking lane on the north side, and three travel lanes on the south side. A 10-foot-wide sidewalk exists on the north side and a five-foot-wide sidewalk is on the south side.



Key Map

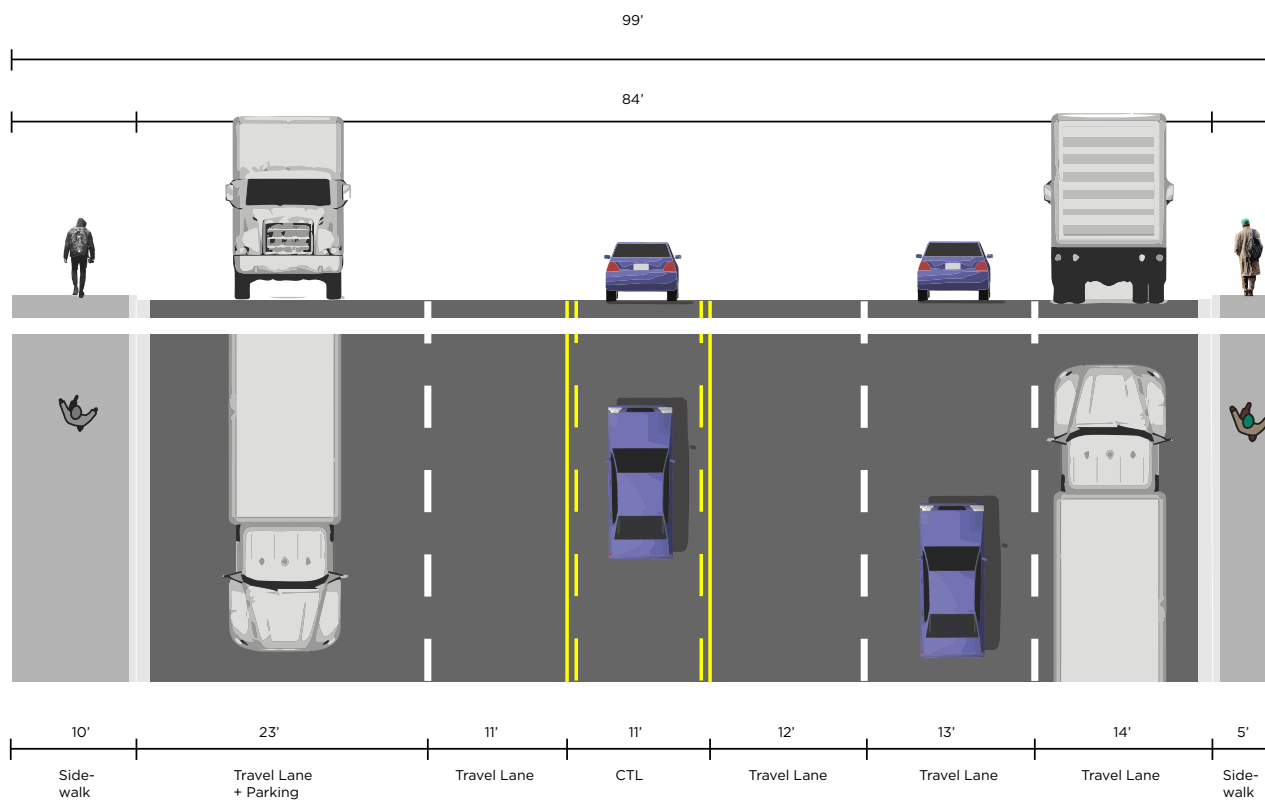


Figure 28: District Boulevard Section—Segment 9 (Between Fruitland Avenue and Atlantic Boulevard)





# Gateway Existing Conditions

## OVERVIEW

All potential gateway sites are located near major industry, but vary widely in available land, slopes, and views. The gateways near Bandini Boulevard and 26th Street are along dramatic vertical walls of the LA River channel, while gateways to the south near S Downey Road and S Atlantic Boulevard feature a wide trapezoidal channel with adjacent rail lines. All gateway sites are adjacent to major arterial roads, which present a challenge for user safety and comfort but an opportunity to be visible to passing traffic.

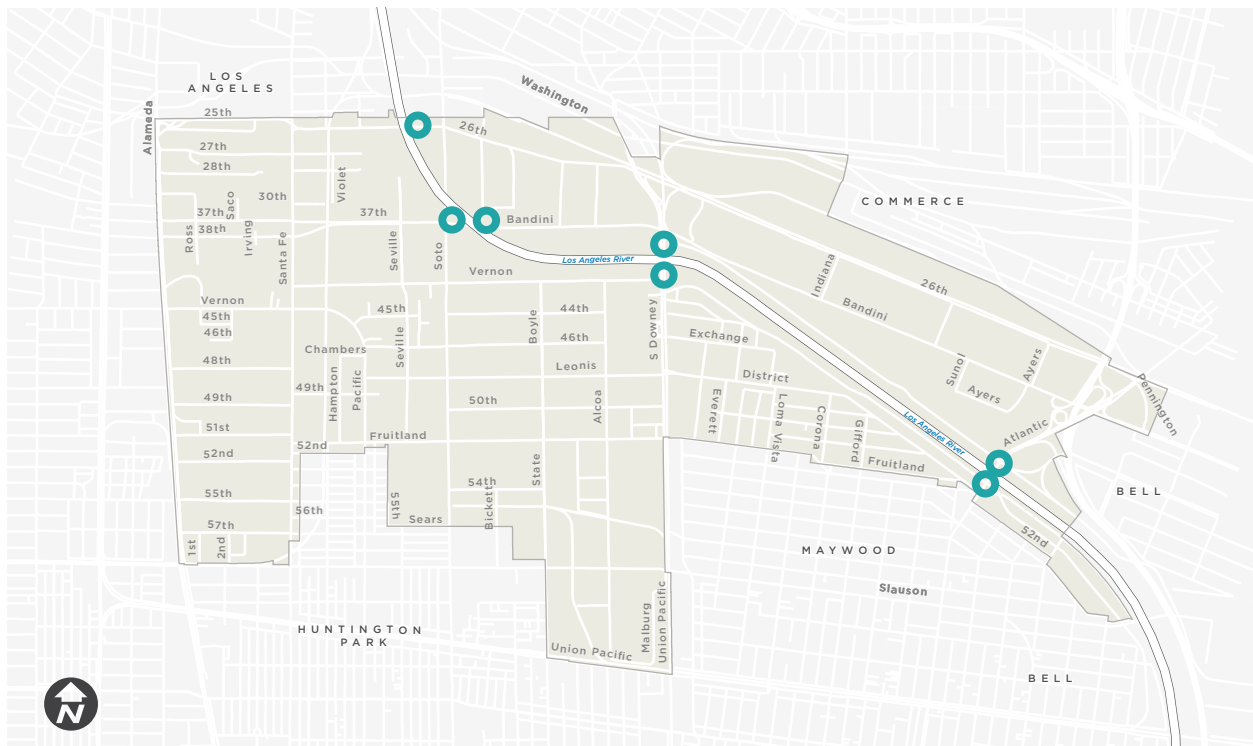


Figure 29: Potential Gateways Map

0 0.25 0.5 1 Mile

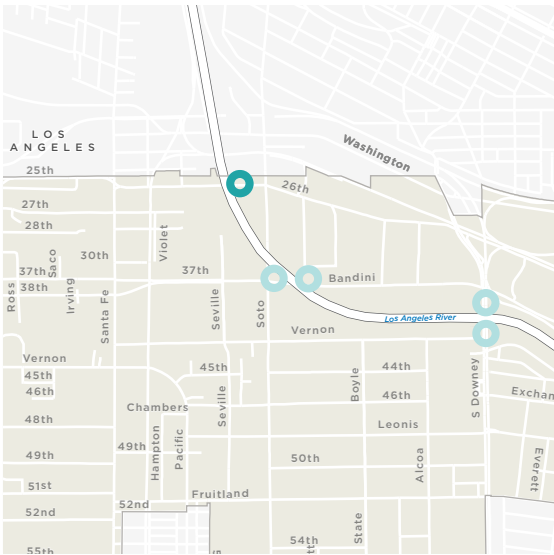
# 26th Street

## 26TH STREET—EAST

The gateway site at 26th Street is an 18,000-square-foot parcel on the east bank of the LA River. Sitting atop a vertical wall section of rectangular channel, the site features dramatic views towards Redondo Junction and the downtown Los Angeles skyline. There is a continuous field of low grasses and a single large utility tower on site.

The grade is relatively flat but slopes gently towards the river channel. The site has a 60-foot frontage and a 15-foot-wide entrance along 26th Street at the site of an old driveway. The gateway site can be accessed by a former driveway that cuts into the sidewalk, currently separated from the site by a chain link fence. Around the gateway site, 26th Street features a six-foot-wide sidewalk with periodic obstruction by a small utility post. There are no nearby roadway crossings.

This reach of the LA River has a thin layer of water across the entire channel, which allows for in-channel vegetation to grow. Bird species gather in large numbers in this area of the river, providing a unique contrast to the stark industrial context.



Key Map

### Land Use/Transportation Context

The immediate context of the site features industrial sites with large parking lots and major shipping operations. There are limited commercial opportunities one block east along Soto St.

The southern edge of the Boyle Heights residential neighborhood is less than a mile north of the sites. Local bus lines run along Soto, and the nearest Metro rail station is located 1.5 miles to the west along Long Beach Avenue.

**Left:** looking east along 26th Street bridge  
**Right:** looking south along edge of channel  
**Bottom:** view north from access point



# Bandini Boulevard / Soto Street

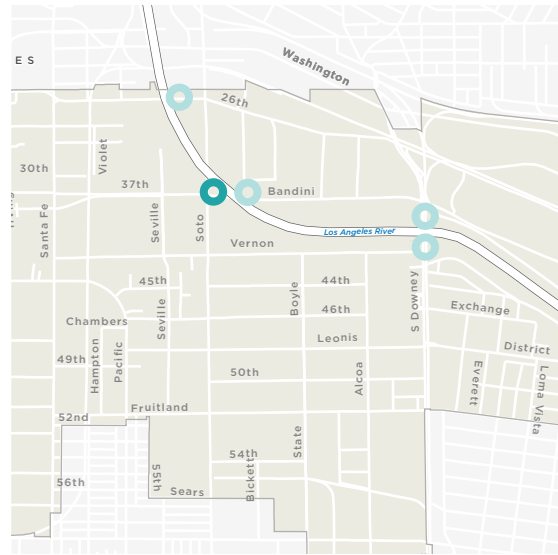
## BANDINI/SOTO—WEST

The gateway site at Bandini/Soto West is a commercial triangle with a 6,000-square-foot vegetated ledge that borders the river frontage along the west bank of the LA River. The site is along a reach that transitions from rectangular to trapezoidal channel. It features unique views of the Vernon water tower and the bending river channel, as well as obscured views towards the San Gabriel Mountains. The site has frontage along both Soto Street and Bandini Boulevard.

The gateway site adjacent to Bandini Boulevard (south) has 36 feet of frontage on the backside of the sidewalk between the bridge baluster and the parking lot driveway. The site is separated from the sidewalk and adjacent parking lot by a chain link fence, vegetation, and a retaining wall (along the parking lot edge). Bandini Boulevard features a nine-foot-wide sidewalk in front of the site and a six-foot-wide sidewalk across the bridge. The area features a small flat edge along Bandini Boulevard before it slopes steeply down towards the channel wall.

The gateway site adjacent to Soto Street (north) has 20 feet of frontage on the backside of the sidewalk between the bridge baluster and an adjacent commercial building. The site is separated from the six-foot-wide sidewalk by a chain link fence and vegetation. The area slopes steeply from Soto Street down towards the channel wall.

This reach of the LA River has a thin layer of water across the entire channel, which allows for in-channel vegetation to grow. Bird species gather in large numbers in this area of the river.



Key Map

### Land Use/Transportation Context

The commercial triangle is one of the largest commercial clusters in Vernon providing several restaurants for the employees that work at the major industries nearby. Bandini Boulevard and Soto Street are both major arterials that generate a large amount of freight and vehicular traffic through the area as well.

The immediate context of the site features major industrial sites. Farmer John is located across Bandini Boulevard from the gateway site and is the largest employer in Vernon with over 1,000 employees. A small urgent care center is located a block south along Soto St.

There are no residential areas within a mile. Metro bus lines 251 and 751 run along Soto St, while the nearest Metro rail station is located 1.5 miles to the west along Long Beach Avenue.

**Left:** view north from Bandini Boulevard  
**Right:** terraced edge along parking lot  
**Bottom:** view south from Soto Street





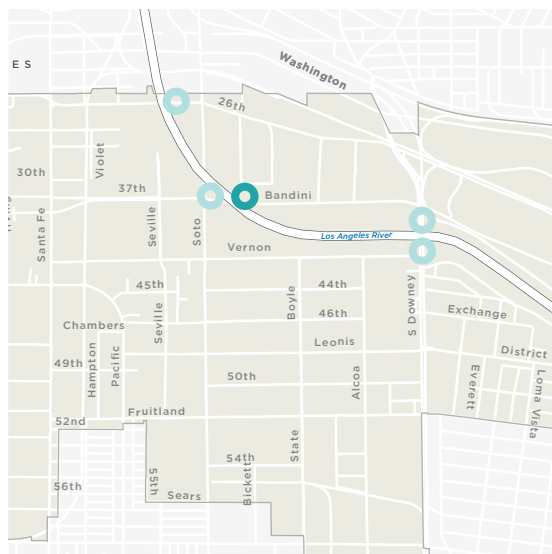
## BANDINI BOULEVARD—RIVER EAST

The gateway site at Bandini Boulevard East is part of a 90,000-square-foot LADWP parcel on the east bank of the LA River that extends to Soto Street to the north. The site is along a reach of the LA River that transitions from rectangular to trapezoidal channel. It features unique views of the bending river channel and an obscured view to the Vernon water tower. The site has a field of cracked asphalt and low vegetation, with two large utility towers that sit in the center of the site.

The gateway site adjacent to Bandini Boulevard (south) has 30 feet of roadway frontage access via a maintenance driveway. From south to north, the driveway crosses the sidewalk and lands at a 90-square-foot cracked asphalt pad before ramping quickly down five feet to the rest of the area, which is mostly flat. There is a six-foot-wide sidewalk along Bandini Boulevard at the bridge.

The gateway site adjacent to Soto Street (north) abuts the bridge at an elevation below the roadway. However, an adjacent paved access road with 60-foot-wide frontage provides access to the site. From north to south, the driveway crosses the sidewalk and connects with the access road. The access road continues for 350 feet before sloping down and to the side to the remainder of the site. The landing near Soto Street features a steep cross slope down towards the channel wall before leveling out 250 feet south of Soto St. There is a six-foot-wide sidewalk along Soto Street Bridge.

This reach of the LA River has a thin layer of water across the entire channel, which allows for in-channel vegetation to grow. Bird species gather in large numbers in this area of the river.



Key Map

### Land Use/Transportation Context

The immediate context of the site features industrial sites with large parking lots and major shipping operations, with direct frontage along a Seven Up distribution center, which employs over 250 people. Farmer John is located across the river from the gateway site along Bandini Boulevard and is the largest employer in Vernon with over 1,000 employees. There is also a major commercial hub west across the river at the Bandini/Soto Commercial Triangle.

There are no residential areas within a mile. Local bus lines run along Soto Street and Bandini Boulevard, and the nearest Metro rail station is located 1.5 miles to the west along Long Beach Avenue.

**Left:** view south from Soto Street

**Right:** Bandini Boulevard at the channel wall

**Bottom:** view southeast from Soto Street





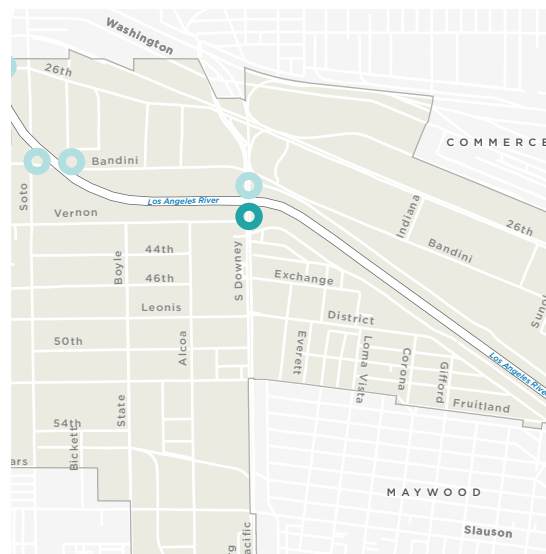
# S Downey Road

## S DOWNEY ROAD—RIVER WEST

The gateway site at S Downey Road West is a 2,000-square-foot parcel on the west bank of the LA River just west of S Downey Road. The site is a triangular parcel of gravel with small utility posts and a billboard on it. The site sits atop the edge of a wide trapezoidal channel. It features obscured views of the Vernon Water Tower, downtown LA, and the San Gabriel Mountains.

The small site is relatively flat, but is separated from the channel by a chain link fence and short retaining wall that stands one to three feet above the sloped channel wall. A maintenance access road into the channel connects towards the back of the site. The site has several obstructions that impact accessibility and visibility. Support wires from the street-side utility posts cross at the street frontage, and anchor at six locations near the rail. Additional pipes protrude along the frontage, leaving only 16 feet of frontage without vertical obstructions. A billboard is also on site, located six feet from the edge of the channel wall.

The site has 50 feet of frontage on S Downey Road, between the center of a rail line and a utility post/bridge wall. The sidewalk along S Downey Road is six feet wide on the bridge and widens to 10 feet as it heads south towards the intersection with E Vernon Avenue. Just south of the access opportunity site, the sidewalk ramps down six inches to cross the active rail line. There is a rail crossing sign, but no truncated domes or surface change.



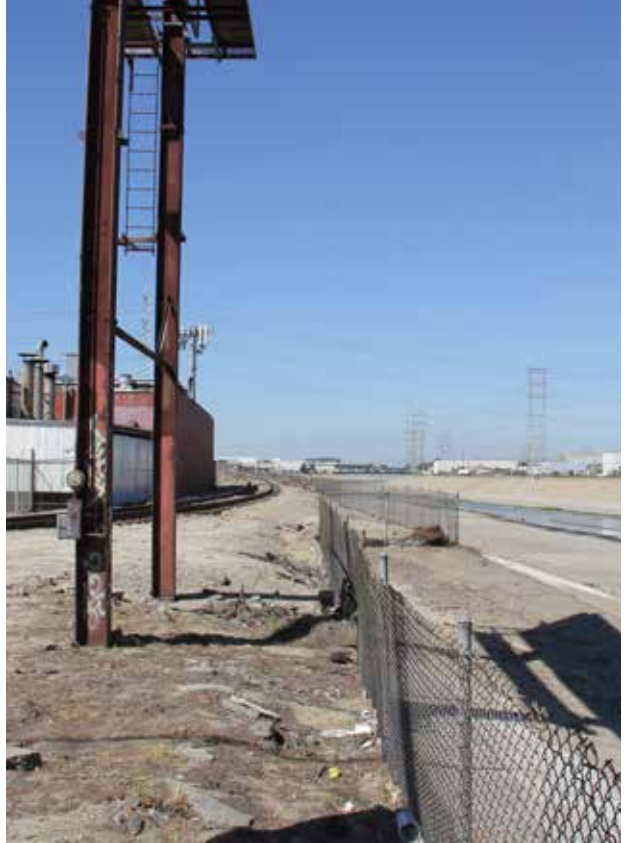
Key Map

### Land Use/Transportation Context

The immediate context of the site features spread-out industrial sites with large parking lots and major shipping operations. J&J Snack Foods Corp is located a few blocks south and employs almost 400 people, while UPS is located across the river and employs over 1,000 people.

The residential community of Maywood is less than a mile south of the site. Metro bus line 254 runs along S Downey Road.

**Left:** view west from Downey Road  
**Right:** open area between channel wall and rail  
**Bottom:** view east towards Downey Road



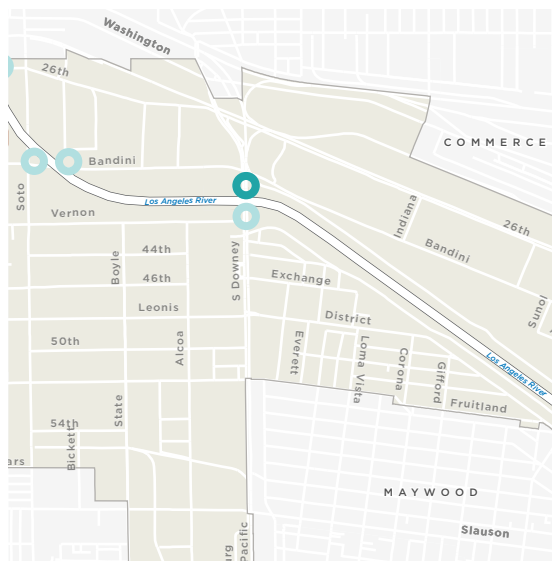


## S DOWNEY ROAD—RIVER EAST

The gateway site at S Downey Road East consists of two potential parcels on the east bank of the LA River, one a 40,000-square-foot linear site west of S Downey Road and the other a 45,000-square-foot site east of S Downey Road. The sites sit atop the edge of a wide trapezoidal channel. The east parcel features obscured views of the San Gabriel Mountains.

The west parcel features low vegetation and has 18 feet of frontage on S Downey Road. Along that edge, there is 600 square feet of flat space and just beyond, a concrete maintenance access ramp cuts directly through the site down to the channel bottom, separated from the level area on either side by retaining walls. The 20-foot upper pad of the access ramp is relatively flat and can be crossed, but the retaining wall creates a tripping hazard on both sides of the ramp. The rest of the parcel is level and features an old asphalt maintenance road in poor condition that passes under a large utility tower.

The east parcel has over 200 feet of frontage on both S Downey Road and Bandini Boulevard. However, there are no sidewalks on either road adjacent to the parcel and Downey Bridge only has sidewalks on the opposite side of the street. The site is defined by two rail lines—the first, that crosses the channel and parallels S Downey Road with a 24-foot offset to the center of rail, and the second, which comes from the south along the channel and swoops diagonally across the site and across Bandini Boulevard. Utility posts, utility boxes, and a billboard all create accessibility challenges at the site. At the corner of the intersection, there is a three-foot-tall metal barrier that limits pedestrian access. Directly adjacent to the corner is a slip turn lane for right turning traffic from S Downey Road to Bandini Boulevard, which has no signal and only a yield sign. On the far side of the slip lane is a small concrete island



Key Map

with a rail crossing signal mounted directly in the center of the space, limiting actual pedestrian and cyclist access. The rest of the site is flat and unpaved, with a 50-foot-wide vegetated edge along the river channel that slopes down eight feet to the top of channel wall.

### Land Use/Transportation Context

The immediate context of the site features industrial sites with large parking lots and major shipping operations. The site on the west side of Downey Road is just south of UPS, which employs over 1,000 people. Just northeast of both sites is Hobart Intermodal Facility, a major shipping hub and freight rail yard, which generates large quantities of vehicular and rail traffic.

The southern edge of the Boyle Heights residential neighborhood is less than a mile north of the sites. Metro local bus line 254 runs along S Downey Road.

**Left:** view west from Downey Road  
**Right:** view south along Downey Road  
**Bottom:** view southeast from Downey Road



# S Atlantic Boulevard

## S ATLANTIC BOULEVARD—RIVER WEST

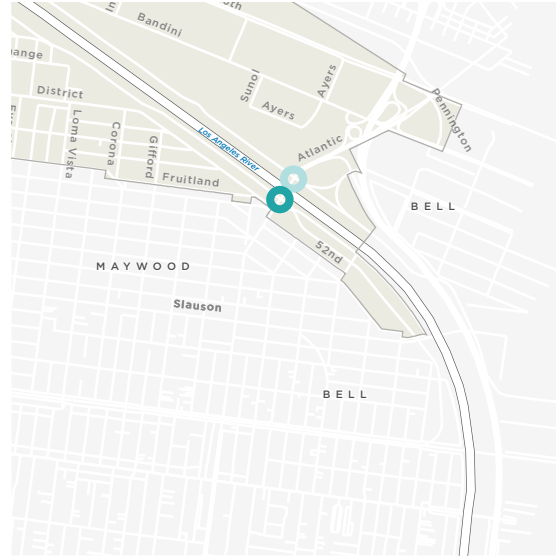
The gateway site at S Atlantic Boulevard West consists of two potential parcels on the west bank of the LA River, one a 2,500-square-foot triangular site north of S Atlantic Boulevard and one a 25,000-square-foot cluster of parcels south of S Atlantic Boulevard. The sites sit atop the edge of a wide trapezoidal channel. Both sites feature wide views towards downtown Los Angeles and the San Gabriel Mountains.

The north parcel is unpaved and has 25 feet of frontage on S Atlantic Boulevard. The access is constrained between a utility/light post and the bridge baluster along that edge, with a triangular 200-square-foot flat area. The area is separated from the channel by a chain link fence and a retaining wall that drops up to 12 feet. The area is flanked on its west edge by an inactive rail line. S Atlantic Avenue features a five-foot-wide sidewalk that curves and ramps down to cross the rail line.

The south parcel includes the terminus of the existing LA River Bike Path, which dead ends into S Atlantic Avenue. The larger portion of the south site considers two parcels of land just south of S Atlantic Boulevard that provide frontage along District Avenue as well. The first parcel is largely gravel and includes all the land between the rail line and the existing LA River Path. It only has frontage along District Avenue, and there are no sidewalks in this location. Current access to the LA River Path is provided via District Avenue in the form of a cracked and sloped access ramp. Part of the frontage is obstructed by a metal guardrail east of the access ramp. The bulk of the site slopes gently down five feet from the existing LA River Path down to the rail line.

The second and larger parcel includes everything south of the rail line. There are five-foot-wide sidewalks along S Atlantic Boulevard and 10-foot-wide sidewalks along District Avenue in this area. This area is relatively flat and is currently developed with petroleum storage tanks, small buildings, and a parking lot. It has driveway access to both District Avenue and S Atlantic Boulevard.

### Land Use/Transportation Context



Key Map

The immediate context of the site features a blend of industrial, commercial, and community land uses, with Maywood Elementary School one block south and Amazon Fulfillment Services across District Avenue from the south site. Atlantic Boulevard is a major civic and commercial arterial through the City of Maywood.

The dense residential areas of the City of Maywood begin within 500 feet of the sites. Metro bus lines 260, 611, and 762 serve this intersection, with several stops within 800 feet of the sites.

**Left:** existing bike path terminus at Atlantic Boulevard

**Right:** existing path access to District Avenue

**Bottom:** parcels adjacent to existing path



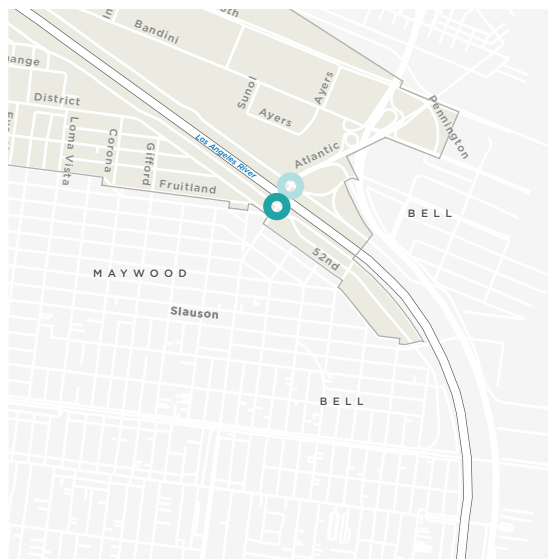


## S ATLANTIC BOULEVARD—RIVER EAST

The gateway site at S Atlantic Boulevard East consists of two potential parcels on the east bank of the LA River, one a 60,000-square-foot parcel north of S Atlantic Boulevard and one a 40,000-square-foot site south of S Atlantic Boulevard. They are along a reach of the LA River with a wide trapezoidal channel. The sites feature obscured views of the San Gabriel Mountains and downtown LA, as well as a unique vista of the wide channel and utility towers.

The north site features 150 feet of frontage. In this location, S Atlantic Boulevard has a dirt sidewalk that transitions to a four-foot-wide concrete sidewalk to the west and a 10-foot-wide concrete sidewalk to the east. The southwestern edge of the site is bordered by a rail line. Where the sidewalk crosses the rail, the dirt sidewalk ramps down and becomes concrete before crossing the rail and ramping up again. The site is unpaved and features a very large utility 30 feet from the sidewalk. The bulk of the site is flat but sits eight feet below the rail and the sidewalk. Along the rail edge, there is an informal and unpaved 14 foot-wide maintenance path before it slopes steeply down to the flat area.

The south site features 150 feet of frontage. In this location, S Atlantic Boulevard has an eight-foot-wide concrete sidewalk that becomes four feet wide along Atlantic Boulevard Bridge. The southern edge of the area is bounded by a rail line. The site is unpaved and features sporadic vegetation along a chain link fence running down the middle. The bulk of the area is flat and level with the roadway, with an informal gravel roadway along its northern half. Along the sidewalk edge, there is a chain link fence and a collection of small utility poles and boxes.



Key Map

### Land Use/Transportation Context

The immediate context of the site features wide utility corridors and industrial sites with large parking lots and major shipping operations. The north site is adjacent to a major FedEx shipping lot. Just northeast of the sites is Hobart Intermodal Facility, a major shipping hub and freight rail yard, which generates large quantities of vehicular and rail traffic.

The southern edge of residential areas in the City of Commerce is less than a mile north of the sites, while the dense residential areas of the City of Maywood begin a quarter mile south of the sites across the river. Metro bus lines 260 and 762 run along S Atlantic Boulevard in this location, although the nearest stop is a quarter-mile away.

**Left:** river edge of north site

**Right:** view across S Atlantic Boulevard to south site

**Bottom:** view along north site







## 04

COMMUNITY  
OUTREACH



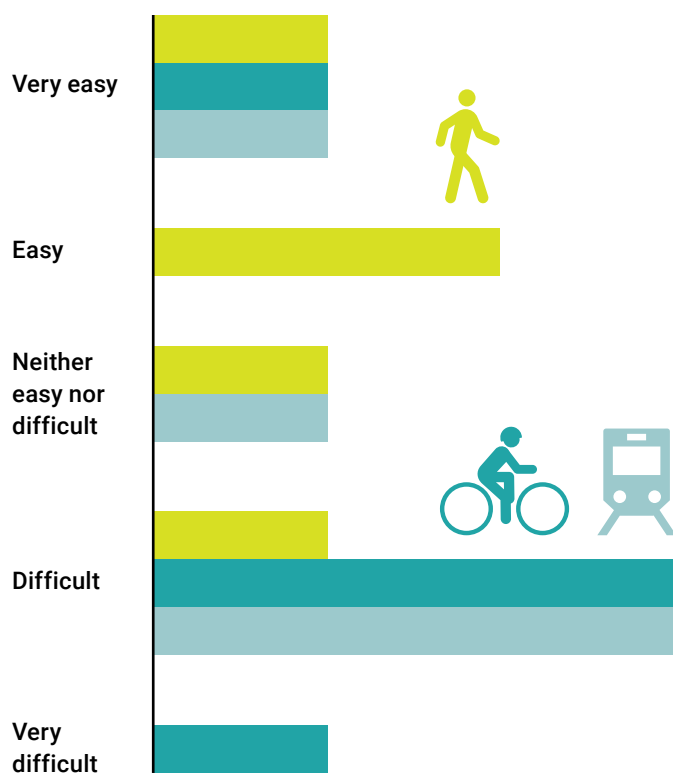
## Overview

The plan's outreach approach is informed by outreach conducted for Vernon's Bicycle Master Plan and LA River Feasibility Study. It was further refined based on feedback received from the Vernon Business and Industry Commission.

The outreach process set out to listen to public comments, convey technical issues in a clear easy-to-understand manner, and explain trade-offs to business, employee, public, and agency stakeholders, summarize feedback received, and incorporate this feedback into the evaluation processes for both bikeway and LA River gateway conceptual design recommendations.

The process was informed by the following goals:

- Create awareness among residents, business owners, employees, and key stakeholders about the Plan and its goals;
- Solicit feedback to understand the needs and expectations of residents, business owners, employees, and other community members;
- Build support for the project with representatives from the business community, and communicate this support to the Vernon Business and Industry Commission;
- Convey technical designs, limitations, and opportunities in a clear and concise manner;
- Provide options and opportunities for connections and access to the LA River Path and facilitate the means to provide the public the opportunity to determine which trade-offs they are comfortable with and;
- Use outcomes of outreach to inform a conceptual design that aims to meet project goals while receiving the support of Vernon's business and residential communities.



Most of those surveyed said that

**biking and scootering** and **taking public transit** in Vernon today are difficult (60%), while **walking** is mostly easy (40%).

## COMMUNITY BASED ACTION PLAN (CBAP)

An updated Community-Based Action Plan Approach was agreed upon February 7th, 2019 to direct the project outreach strategy to create awareness and build support for the project. The approach was informed by outreach conducted on two previous projects Alta conducted for the City of Vernon, the current project scope, as well as feedback received from the Vernon Business and Industry Commission. Community Based Action Plan itself outlines specific tasks, the purpose of these tasks in relation to the project, a schedule of public engagement activities, potential due dates, and deliverables associated with each task.

## ADVISORY COMMITTEE GROUP MEETINGS

The first Advisory Committee Group (ACG) meeting was held on May 2nd, 2019 at the Vernon Fire Department Station. The first meeting was attended by City of Vernon staff and key stakeholders, including representatives from LA county public works, the Vernon police department, LA Junction Railway, LA county parks and recreation, UPS, the Rivers and Mountains Conservancy, and Caltrans, to discuss project context, history, goals, scope, and potential corridors / gateways. The discussion regarding potential corridors and gateways led into a design exercise, prompting attendees for potential gateway designs of their own. The meeting culminated in a short walk to the site of the potential Bandini / Soto gateway to review existing conditions and discuss opportunities.

ACG meeting #2 was held on May 23rd, 2019 at Vernon City Hall. It was attended by a representative from Baker commodities, the Los Angeles Junction Railway, UPS, and the Rivers and Mountains Conservancy. The itinerary of the second meeting was very similar to the first, beginning with a discussion of project context, history, goals, scope and potential corridors / gateways. This discussion led into a review of corridor design concepts and potential programmatic elements.



**80%** of those surveyed said they would be **likely** (60%) or **very likely** (20%) to use the future path for commuting

The meeting culminated in a short walk to the site of the potential Vernon Ave Bikeway to review site conditions and discuss bikeway design opportunities.

ACG meeting #3 was held on September 26th, 2019 at Vernon City Hall. It was attended by a representative from the LA department of public works, LA county parks and recreation department, the Vernon networking committee, and the Rivers and Mountains Conservancy. The subject matter of the third meeting focused on the potential gateways while also using the time to review progress on the project since the meetings in May. The gateway concept overviews presented, generated a lively discussion from stakeholders which ranged from several possibilities and visions for gateways, including closing specific streets altogether, to discussions on sponsorship opportunities for businesses.

ACG meeting #4 was held on October 17th, 2019 at Vernon City Hall. The only attendees for this event were the project team, no stakeholder representatives were in attendance. Given this dynamic, discussion focused on how to include additional outreach before the conclusion of the project, including individual meetings with stakeholders, and action items to bring the project to completion.





## DIRECT BUSINESS OUTREACH

Businesses located adjacent to the study areas with over 100 employees were contacted directly via phone. None of these 18 businesses provided feedback on the project. Businesses in the area are the primary source of ingress/egress patterns and workers at these organizations would likely be the most affected by the design.

## CARNAVAL PRIMAVERA

On April 6th, 2019 the project team attended the Carnaval Primavera community event on in Huntington Park. The event was well attended and featured community organization booths, amusement rides, and food vendors. The city hosted a booth with the goal of soliciting community feedback around the project. The team conversed with several residents of the surrounding community around Vernon that might benefit from the potential corridor improvements and gateways. Community members had the opportunity to interact with two sticker boards that tallied both the most popular ways people envisioned themselves using a gateway and the kinds of corridor improvements they most liked from six options presented graphically.

The results from the gateway board revealed that the community was most interested in using gateways as a place to eat, sit and relax, and that would allow vendors. Creating opportunities for play and exercise were also very important. The role of the space as a destination for both socialization and natural experiences were not nearly as important to the community. The results from the corridors board were more evenly-split as attendees seemed to have positive feelings towards all of the improvements except for the curb and striping buffer with parking configuration. The most popular improvement shown was the concrete barrier using local art, likely due its multi-functional aesthetic qualities.

## CITY OF VERNON LA RIVER PATH ACCESS PLAN



## ¿CÓMO UTILIZARÍAS UNA VÍA DE ACCESO? / HOW WOULD YOU USE A GATEWAY?



ALMUERZO  
LUNCH



RELAJAR  
RELAY


**JUGAR**  
 DAY **SOCIALIZE**  
SOCIALIZE EJERCICIO  
EXERCISE
**PASAR TIEMPO EN LA NATURALEZA**  
 SPENDING TIME IN NATURE

**2 ¿OTRO?**



Un concepto de diseño para Atlantic Blvd con paisaje, mesas de picnic y estructuras de sombra  
(Estudio de viabilidad de 2018 Vernon Camino del Río de Los Angeles)  
A gateway design concept for Atlantic Blvd with landscape, picnic tables, and shade structures.

CITY OF VERNON LA RIVER PATH ACCESS PLAN



### ¿CUALES MODIFICACIONES TE GUSTAN PARA CORREDORES? / WHAT CORRIDOR IMPROVEMENTS DO YOU LIKE?



**PLANTAS COMO BARRERAS  
ANGULOS  
BIDIRECCIONAL  
PLANTER BARRIER  
STREET TREES  
TWO-WAY**



BORDE/RAYS CON SEPARACIÓN  
ESTACIONAMIENTO ADYACENTE  
UNIDIRECCIONAL  
CURB/STRIPE BUFFER  
PARKING ADJACENT  
ONE-WAY



POSTE FLESSIBILE CON SEPARAZIONE  
CICLOVIA PINTATA  
BIDIREZIONALE  
FLEX POST BUFFER  
PAINTED BIKEWAY  
TWO-WAY



**OCLÓVIA ELFVADA**  
**ARBOLES**  
**BIDIRECCIONAL**  
**BASED ONE WAY**  
**STREET TREES**  
**TWO-WAY**



**BARREIRA DE CONCRETO  
ARTE LOCAL  
BIDIRECCIONAL**  
CONCRETE BARRIER  
LOCAL ART  
TWO-WAY



PAISAJE CON SEPARACIÓN  
CICLOVÍA PINTADA  
UNIDIRECCIONAL  
LANDSCAPE BUFFER  
PAINTED BIKE WAY  
ONE-WAY

## VERNON ACTIVE TRANSPORTATION ACCESS PLAN SURVEY

1. DO YOU WORK IN THE CITY OF VERNON?

- ☐ YES  
☐ NO

2. HOW DO YOU CURRENTLY COMMUTE TO WORK?

- ☐ PERSONAL AUTOMOBILE  
☐ CARPOOL  
☐ PUBLIC TRANSIT (BUS/TRAIN)  
☐ BICYCLE
- ☐ WALK  
☐ SCOOTER  
☐ OTHER

3. WHAT CITY DO YOU COMMUTE FROM?

CITY:

ZIP:

4. WHAT WOULD MAKE YOUR COMMUTE EASIER?

5. HOW EXCITED ARE YOU ABOUT THE LA RIVER PATH PROJECT? CIRCLE ONE

1 2 3 4 5 6 7 8 9 10

6. ONCE THE PATH IS COMPLETE, HOW LIKELY ARE YOU TO USE IT TO COMMUTE TO WORK?

- ☐ VERY LIKELY  
☐ LIKELY  
☐ NEITHER LIKELY NOR UNLIKELY
- ☐ UNLIKELY  
☐ VERY UNLIKELY

7. HOW EASY OR DIFFICULT IS IT TO WALK IN VERNON?

- ☐ VERY EASY  
☐ EASY  
☐ NEITHER EASY NOR DIFFICULT
- ☐ DIFFICULT  
☐ VERY DIFFICULT

8. HOW EASY OR DIFFICULT IS IT TO BICYCLE/SCOOTER IN VERNON?

- ☐ VERY EASY  
☐ EASY  
☐ NEITHER EASY NOR DIFFICULT
- ☐ DIFFICULT  
☐ VERY DIFFICULT

9. HOW EASY OR DIFFICULT IS IT TO TAKE PUBLIC TRANSIT TO VERNON?

- ☐ VERY EASY  
☐ EASY  
☐ NEITHER EASY NOR DIFFICULT
- ☐ DIFFICULT  
☐ VERY DIFFICULT

10. DO YOU FEEL SAFE RIDING A BICYCLE IN TRAFFIC?

- ☐ YES  
☐ NO  
☐ SOMETIMES

11. DO YOU FEEL SAFE RIDING A BICYCLE IN TRAFFIC IN VERNON?

- ☐ YES  
☐ NO  
☐ SOMETIMES

12. HOW SAFE DO YOU FEEL WHILE USING THE FOLLOWING TYPES OF BIKE FACILITIES?



OFF-STREET GREENWAYS/MULTI-USE PATHS

- ☐ VERY SAFE  
☐ SOMEWHAT SAFE  
☐ NEUTRAL  
☐ SOMEWHAT UNSAFE  
☐ VERY UNSAFE  
☐ DON'T KNOW/NEVER USED



ON-STREET SEPARATED/PHYSICALLY PROTECTED BIKEWAYS

- ☐ VERY SAFE  
☐ SOMEWHAT SAFE  
☐ NEUTRAL  
☐ SOMEWHAT SAFE  
☐ VERY UNSAFE  
☐ DON'T KNOW/NEVER USED



BUFFERED BIKE LANES

- ☐ VERY SAFE  
☐ SOMEWHAT SAFE  
☐ NEUTRAL  
☐ SOMEWHAT SAFE  
☐ VERY UNSAFE  
☐ DON'T KNOW/NEVER USED



COLOR-PAINTED BIKE LANES

- ☐ VERY SAFE  
☐ SOMEWHAT SAFE  
☐ NEUTRAL  
☐ SOMEWHAT SAFE  
☐ VERY UNSAFE  
☐ DON'T KNOW/NEVER USED



STRIPED BIKE LANES

- ☐ VERY SAFE  
☐ SOMEWHAT SAFE  
☐ NEUTRAL  
☐ SOMEWHAT SAFE  
☐ VERY UNSAFE  
☐ DON'T KNOW/NEVER USED



BIKE ROUTES (SIGNAGE/SHARROWS)

- ☐ VERY SAFE  
☐ SOMEWHAT SAFE  
☐ NEUTRAL  
☐ SOMEWHAT SAFE  
☐ VERY UNSAFE  
☐ DON'T KNOW/NEVER USED

13. IF YOU WERE TO PRIORITIZE BICYCLE FACILITY IMPROVEMENTS IN YOUR COMMUNITY, WHICH WOULD BE YOUR TOP 3? (SELECT THREE)



OFF-STREET MULTI-USE PATHS



BUFFERED BIKE LANES



COLOR-PAINTED BIKE LANES



STRIPED BIKE LANES

1

## COMMUNITY FLYERING

On August 27th, 2019 the project team distributed flyers at businesses along the three study corridors and conduct surveys with people in the area. The team was able to pass out flyers to retail stores and restaurants in the area for the public to engage with, but had difficulty finding members of the community interested in taking the survey. Additional flyers were left at the Vernon public works counter to provide an additional opportunity to reach the community.



## 05 ALTERNATIVES

# Overview

This chapter provides an overview and analysis of planning level concepts for three potential corridors and four gateways that will connect the city of Vernon with the future LA River Path.

For corridors, an overview is provided of the design considerations and guidelines for Class IV protected bicycle facilities or cycletracks, as well as specific bicycle facility conceptual options for each of the three corridors. For gateways, an introduction to gateway conceptual design themes and site programming is provided, and planning-level site recommendations are made for each of the four gateways.

## COORDINATION WITH METRO LA RIVER PATH

The Vernon LA River Path Active Transportation Access Plan and the Metro LA River Path Project are being developed concurrently. The design of the LA River Path will have major implications for the exact location of gateways and the connections to corridors within this study.

The Metro LA River Path Project is expected to begin Environmental Review in late 2019. Three path alternatives that include specific path alignments and access points will be studied during the Environmental Review process. A Locally Preferred Alternative (LPA) is not expected to be determined until 2022.

Continued coordination between these two projects will ensure proposed corridor and gateway designs will align with and consider all possible LA River Path designs.







# Corridors Overview

Corridors are the on-street bicycle and pedestrian facilities that will connect people to the LA River Path. This project explores the conceptual design of three corridors:

- 37th Street from Santa Fe Avenue to Soto Street
- Vernon Avenue from Santa Fe Avenue to Downey Road
- Leonis/District Boulevards from Pacific Boulevard to Atlantic Boulevard

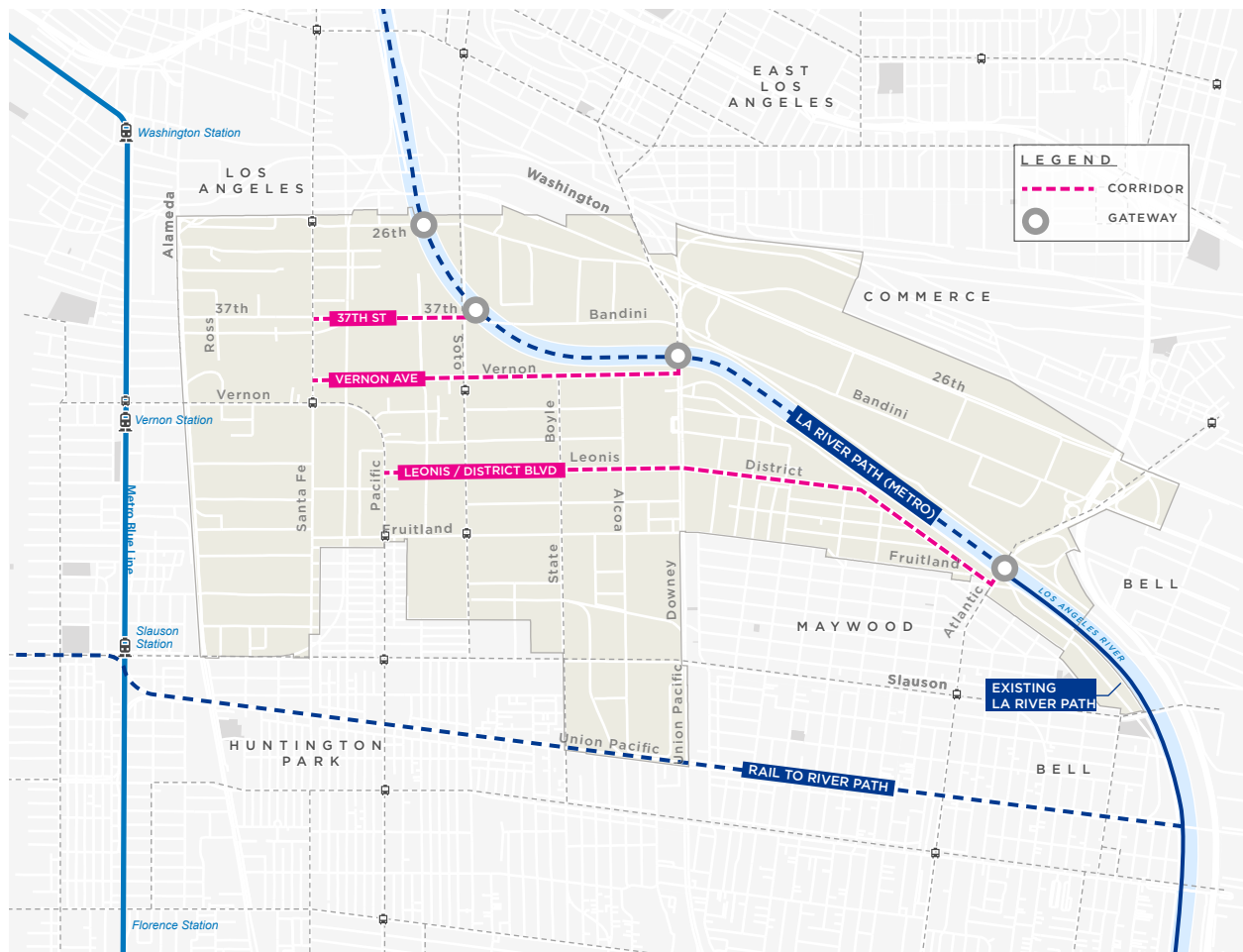


Figure 30: Project Corridors

# Cycle Track Design

## ONE-WAY VERSUS TWO-WAY CYCLE TRACK

The corridor designs could consider either one-way or two-way cycle tracks (Class IV protected bikeway). There are benefits and drawbacks to either option.

**One-way cycle tracks** feature a cycle track on both sides of the street, each traveling in the direction of traffic. This allows for easier intersection configuration as there are no bicyclists moving against the flow of vehicular traffic, which would require a dedicated signal phase for bicyclists. However, one-way cycle tracks tend to take up more roadway than two-way cycle tracks, as they require two buffers (one in each direction). In the context of connecting to LA River Path Gateways, bicyclists accessing from the far side of the street would have to make an additional road crossing.

**Two-way cycle tracks** feature a cycle track on one side of the street with bicycle travel lanes in both directions. They take up less space overall than one-way cycle tracks and may connect more seamlessly into a gateway by minimizing the number of crossings. By being on one side of the street, they impact fewer driveways. However, two-way cycle tracks require intersection configurations with a dedicated bicycle signal phase. Furthermore, two-way cycle tracks necessitate that bicyclists travel against the flow of traffic which goes against driver expectations and can pose possible safety concerns.

Either configuration can be appropriate situationally, but it is important to understand the functional application of each scenario to make an informed decision.



Figure 31: Typical one-way cycle track



Figure 32: Typical two-way cycle track

## DESIGN GUIDELINES

NACTO-recommended minimum dimensions for a one-way cycle track include a five-foot-wide bicycle lane with a three-foot-wide buffer. For a raised one-way cycle track, a one-foot-wide buffer may be considered. Preferred dimensions of cycle tracks in Vernon will correspond to probable demand and existing roadway conditions.

NACTO-recommended minimum dimensions for a two-way cycle track include two four-foot-wide bicycle lanes and a three-foot-wide buffer. Preferred dimensions include two six-foot-wide bicycle lanes with a five-foot-wide buffer.

In configurations next to street parking, it is recommended cycle tracks feature buffers at least 3 feet wide to accommodate vehicle door swing and people exiting parked vehicles.

	LANE WIDTH (MIN/ PREF)	BUFFER WIDTH (MIN/ PREF)	TOTAL WIDTH (MIN/ PREF)
One-Way Cycle Track	5ft/7ft	3ft/5ft	8ft/12ft
One-Way Cycle Track (Raised)	5ft/7ft	1ft/3ft	8ft/10ft
Two-Way Cycle Track	4ft/6ft	3ft/5ft	11ft/17ft

Table 6: Cycle Track Design Guidelines (NACTO)



Figure 33: Typical one-way cycle track



Figure 34: Typical two-way cycle track



## BUFFER DESIGN OPTIONS

Buffers are a critical element to cycle track design and enable bicyclists to feel safely separated from traffic. Buffers are also an opportunity to enhance the user experience and comfort for bicyclists.

The most basic buffer options identified in NACTO guidelines are a three-foot-wide striped buffer with reflective flex-posts or a three-foot-wide concrete curb. Options such as planted buffers may be possible with three-foot-wide buffers. Trees require space of four feet or more, but provide a greater degree of perceived security and comfort to bicyclists including shade.

Buffers adjacent to parking lanes should accommodate a width of three feet for a car door to open.

	WIDTH	BENEFIT TO BICYCLIST
Striped w/ Flex Posts	3ft	Low
Raised Curb (at-grade cycle track)	3ft	Low
Raised Curb (elevated cycle track)	1ft	Low
Raised Planters	3ft	Medium
Planted Buffer (no trees)	3ft	Medium
Planted Buffer w/ Trees	4ft	High
Art	3ft	High

Table 7: Buffer Design Options



Figure 35: Buffer Design Options



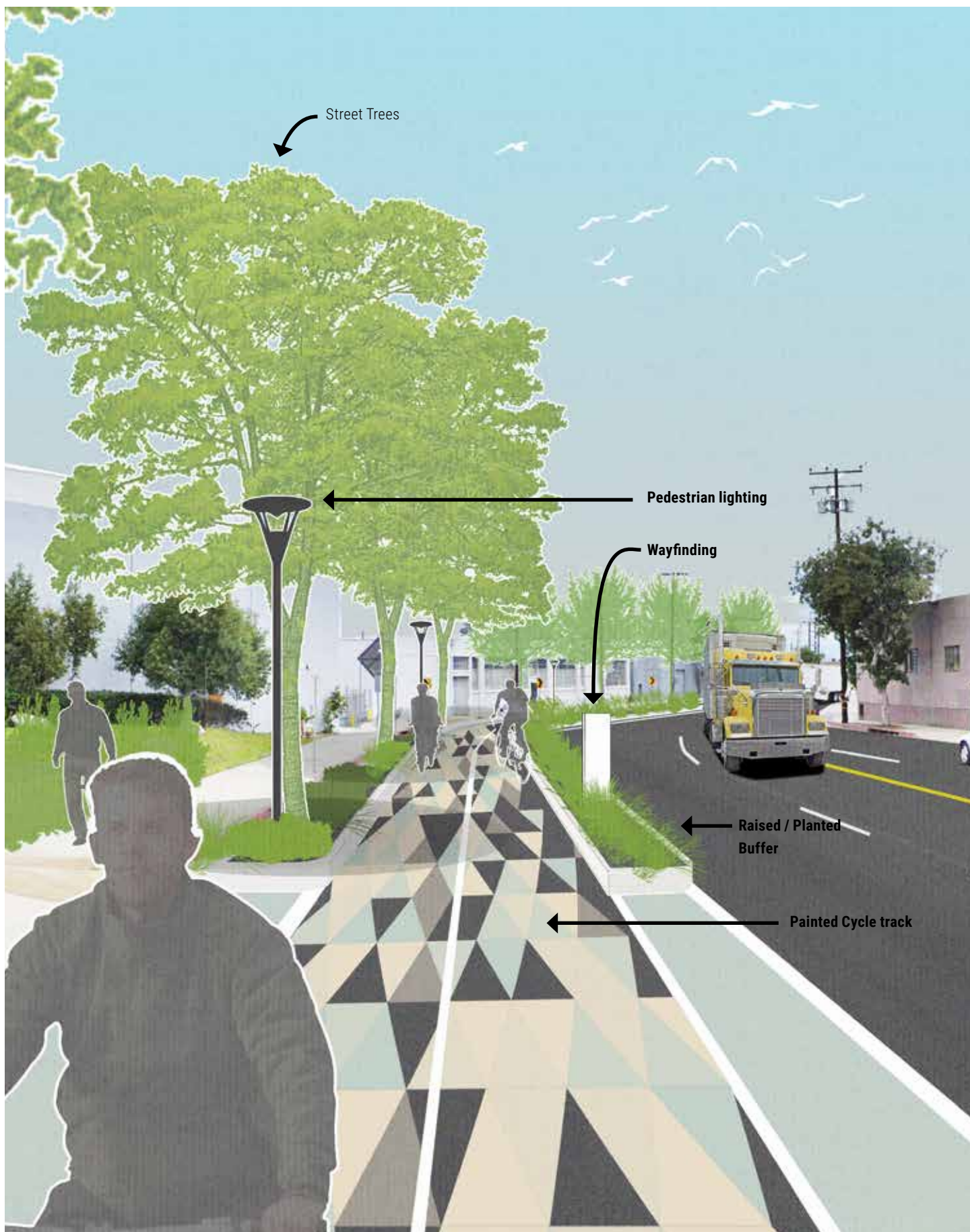


Figure 36: Cycle track concept along District Boulevard with a planted buffer (no trees). The buffer could also be utilized for wayfinding and lighting.

# Intersection Design

At signalized intersections, a cycle track can either traverse the intersection with the existing traffic signals or can have a dedicated bicycle signal phase.

## BICYCLE SIGNAL PHASE

Dedicated signal phasing for bicyclists is necessary for two-way cycle tracks at signalized intersections, but can also be utilized for one-way cycle tracks. The primary benefit of a dedicated bicycle phase is to allow bicyclists to cross through an intersection without the potential for turning vehicles. Dedicated bicycle signals add a phase to the signal timing and could change existing intersection Level of Service (LOS) and require traffic studies to evaluate feasibility.

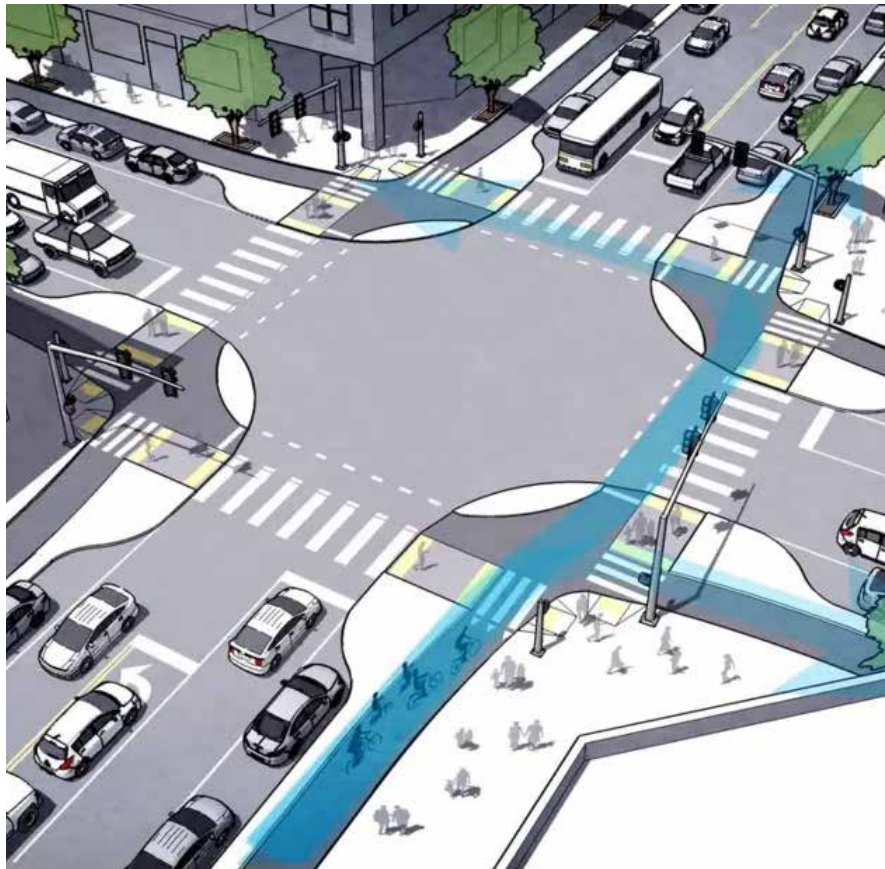


Figure 37: A one-way cycle track with dedicated signal time to allow for complex crossings. This would be applicable at major intersections such as 37th and Soto St.



Figure 38: Example of a bicycle signal.



## DEDICATED RIGHT TURN LANE

At intersections with a dedicated right turn lane, the one-way cycle track and the turn lane can cross prior to the intersection, as shown in Figure 39. This allows through-bicyclists to avoid potential conflict in the intersection. Where the cycle track merges with and crosses traffic, bold conflict striping can be used to increase visibility.

A more protective option is to keep the cycle track to the inside of the dedicated right turn lane and provide dedicated bicycle signal phasing as shown in Figure 41. This can eliminate conflict between turning vehicles and bicyclists.



Figure 39: A one-way cycle track adjacent to a dedicated right turn lane.

## THROUGH/TURN LANE

At intersections with a through/right turn lane, a one-way cycle track can be bent in toward the roadway as shown in Figure 40. This increases visibility of the bicyclist to potential turning vehicles and can be coupled with conflict striping and a bicycle box to promote visibility and give bicyclists a head start at green lights.

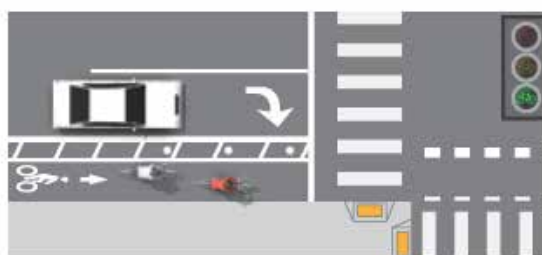


Figure 41: A one-way cycle track adjacent to a dedicated right turn lane with bicycle signal phasing.



Figure 40: A one-way cycle track adjacent to a through / turn lane.

# 37th Street

## BICYCLE FACILITY OPTIONS

There are several possible configuration options available along the 37th Street corridor that would accommodate a cycle track.

### **Two-Way Cycle Track / Current Lane Configuration (Figure 42)**

This configuration maintains the current organization of lanes along 37th Street and narrows the outer travel-plus-parking lanes down to 11 feet wide, while preserving the width of inner travel and center turn lanes, and provides designated nine-foot-wide parking lanes. This provides 11 feet of space for a cycle track and buffer.

Given the oversized existing lane widths, this configuration provides minimum impact to the existing function of the street. By designating parking lanes, it provides clarity to drivers and maintains a parking lane adjacent to the cycle track, which provides an additional buffer for bicyclists and pedestrians.

The two-way cycle track would be best situated along the north side of the street, which has fewer driveways and intersections than the south side. The north side of the street would also provide a more direct connection to the Bandini-Soto gateway, which is located in the northeast corner of the 37th Street / Soto Street intersection.

A two-way cycle track would require a dedicated signal phase to allow bicycle traffic to navigate the intersection without conflicting with vehicular turning movements. This has potential to increase delay and decrease level of service at this intersection.

### **Two-Way Cycle Track / Converts Parking Lane (Figure 43)**

This configuration converts a parking lane, creates a nine-foot-wide parking lane, and keeps all other through lanes at 11 feet wide. This provides 20 feet for enhanced bicycle facilities.

An alternate configuration that converts a parking lane but maintains the parking lane adjacent to the cycle track is possible.

Similar to the 'Current Lane Configuration', the two-way cycle track would be best situated along the north side of the street.

37th Street has eight driveways on the north side and 12 driveways on the south side. Vernon Avenue has 32 driveways on the north side and 29 driveways on the south side. The Leonis/District Boulevard corridor has 51 driveways on the north side and 26 driveways on the south side.

### **One-Way Cycle Track (Figure 44)**

This configuration narrows the outer travel lanes down to 11 feet wide, preserves the existing 10-foot-wide center turn lane, and provides a designated parking lane in one direction while converting a parking lane in the other. This provides space for 10-foot-wide one-way cycle tracks in each direction.

The one-way cycle tracks may allow for existing intersection timing and configurations to be maintained. This configuration would require users traveling to the Bandini-Soto gateway to navigate two major crossings – 37th Street and Soto Street.

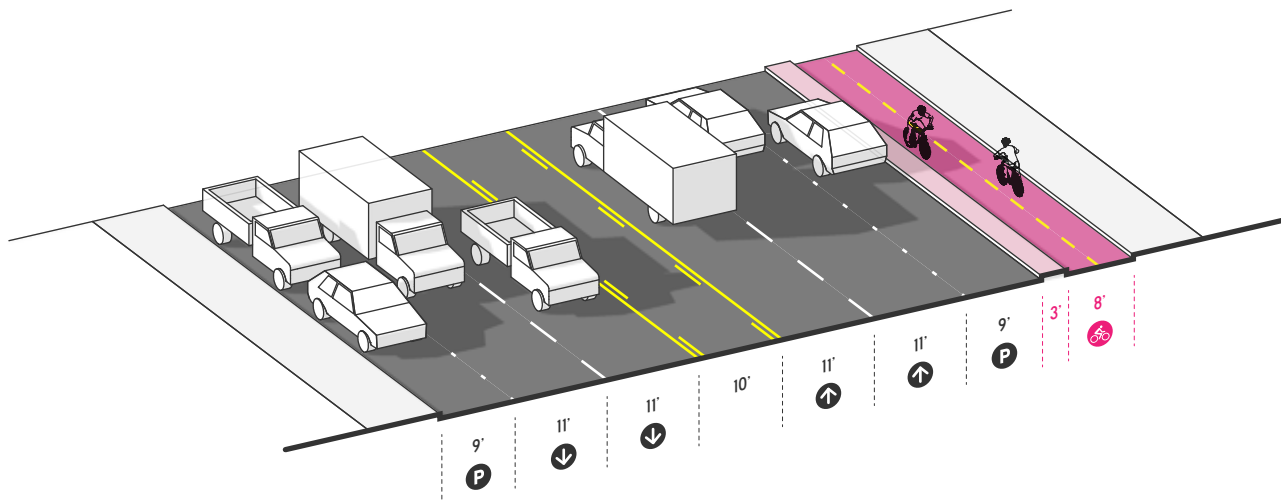


Figure 42: Two-Way Cycle Track - Current Lane Configuration

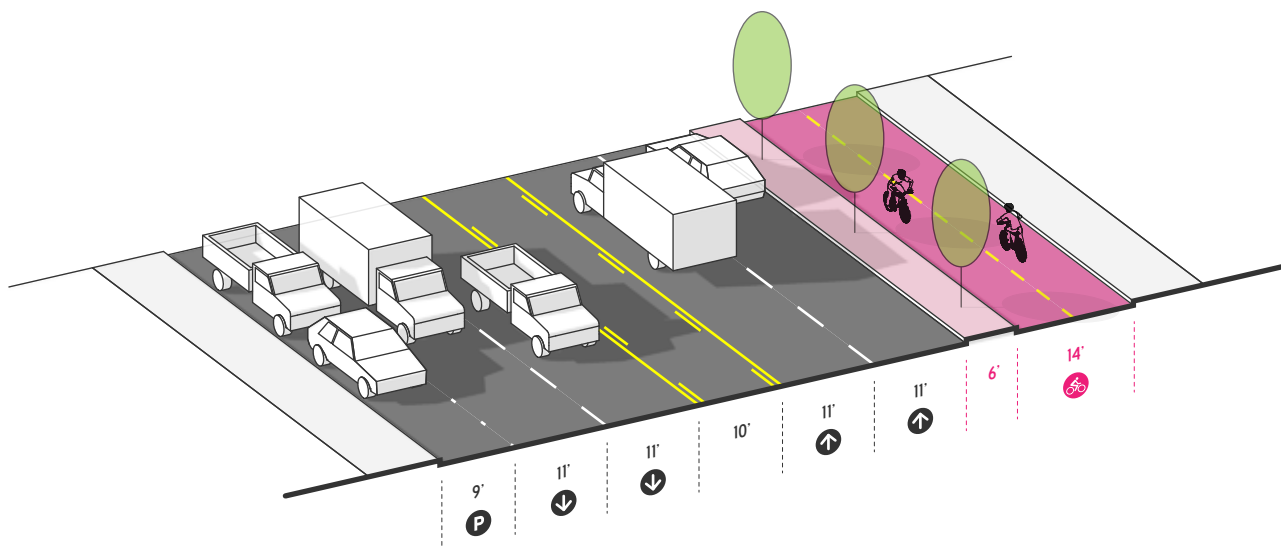


Figure 43: Two-Way Cycle Track - Remove Parking Lane Configuration

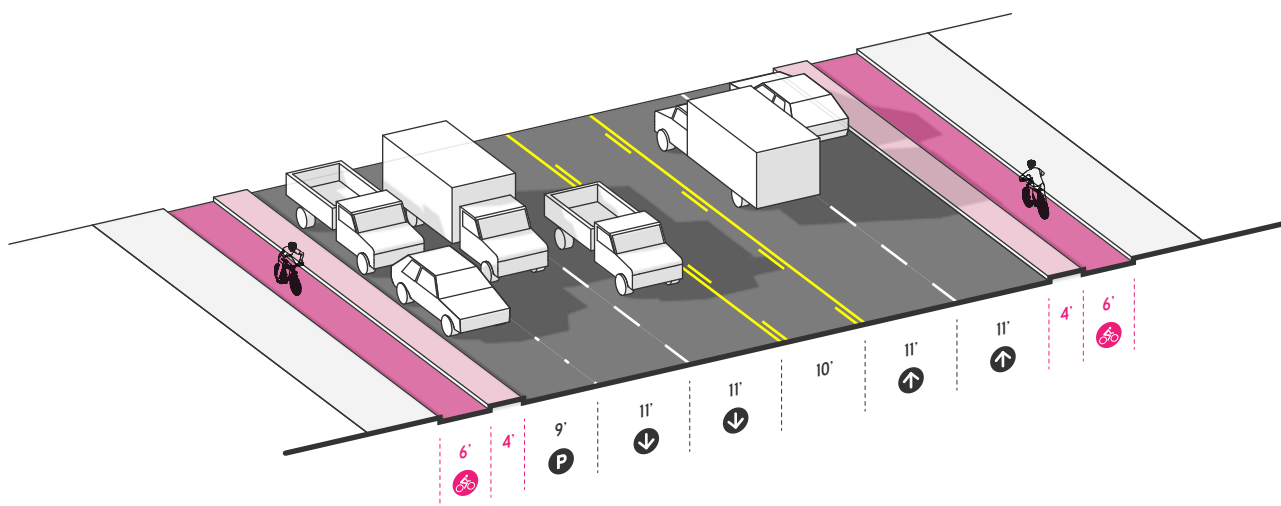


Figure 44: One-Way Cycle Track Configuration



# Vernon Avenue

## BICYCLE FACILITY OPTIONS

There are two possible configuration options available along the Vernon Avenue corridor.

### Two-Way Cycle Track (Figure 45)

This option reconfigures the traffic lanes to have one through lane in each direction with a 10-foot-wide center turn lane. This roadway configuration provides space for a 10-foot-wide two-way cycle track corridor on one side.

Although this configuration removes 10 feet of vehicular space, the center turn lane could provide a much needed dedicated space for turning vehicles. The primary benefits of a 'road diet' include enhanced safety, mobility, and access for all road users. Four-lane undivided roadways typically experience relatively high crash frequencies, resulting from conflicts between high-speed through traffic, left-turning vehicles, and other road users.

There is ample data to suggest a correlation between the conversion of four-lane undivided roadways to three-lane facilities and lower collision rates while maintaining adequate levels of service. (Welch, 1999).

The two-way cycle track would be best situated along the north side of the street, which has a similar number of driveways but only two intersections and street crossings. The north side of the street would also provide more direct connections to both the Bandini-Soto and Downey Road gateways, which are both located a block north of Vernon Avenue.

This configuration represents the minimum recommended dimensions for a two-way cycle track on Vernon Avenue.

### One-Way Cycle Track (Figure 46)

This configuration removes a travel lane in each direction and widens the remaining travel lanes to 12 feet. This provides space for eight-foot-wide one-way protected cycle tracks on each side of the corridor.

Though Vernon Avenue is a low-traffic roadway, it has several intersections that require turns and numerous driveways that require vehicles to back up into the roadway. By not having a center turn lane or passing lane, through traffic would be periodically backed up and the roadway LOS would be impacted.

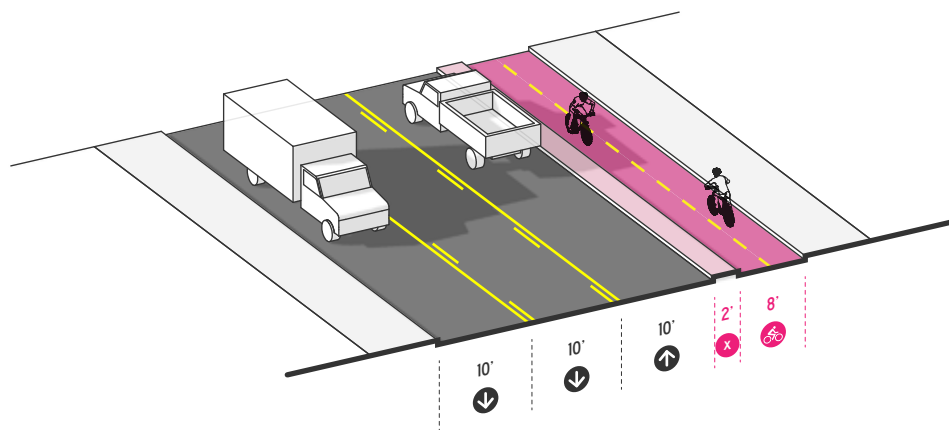


Figure 45: Two-way Cycle Track Configuration

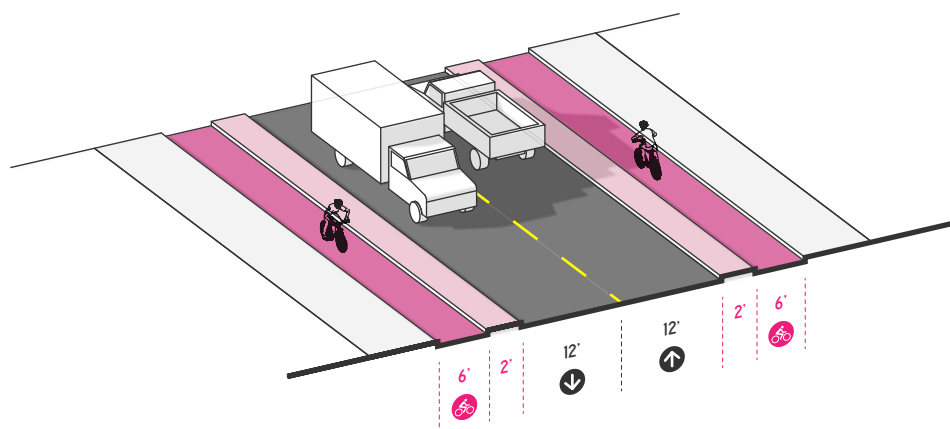


Figure 46: One-way Cycle Track Configuration



# Leonis Boulevard

## BICYCLE FACILITY OPTIONS

There are three possible configuration options available along the Leonis Boulevard corridor.

### **Two-Way Cycle Track / Center Lane Configuration (Figure 47)**

This configuration converts a combined travel-plus-parking lane to a nine-foot-wide designated parking lane, preserves a 12-foot-wide travel lane, adds a 10-foot-wide center turn lane, and preserves an existing 11-foot-wide travel lane. The center turn lane could provide a much needed dedicated space for turning vehicles. This provides space for a 14-foot-wide two-way cycle track corridor.

Given the oversized existing lane widths, this configuration provides minimum impact to the existing function of the street. By designating a parking lane, it provides clarity to drivers and maintains the parking lane adjacent to the cycle track, which provides an additional buffer for bicyclists and pedestrians.

The two-way cycle track would be best situated along the north side of the street, which has fewer intersections than the south side (on the final leg along District Boulevard). The north side of the street would also provide a more direct connection to the Atlantic Avenue gateway.

### **Two-Way Cycle Track / All Through Configuration (Figure 48)**

This configuration narrows the outer travel-plus-parking lanes on both sides, eliminating parking but preserving all existing through travel lanes. This provides space for a 12-foot-wide two-way cycle track.

This configuration preserves existing through lane roadway function. Although, as previously mentioned, the four-lane undivided roadway configuration has proven to be a particularly hazardous scenario.

Similar to the 'Center Lane Configuration', this two-way cycle track would be best situated along the north side of the street.

### **One-Way Cycle Track (Figure 49)**

This configuration removes a through lane on each side, provides a 10-foot-wide center turn lane, and designates a nine-foot-wide parking lane on one side. The center turn lane could provide a much needed dedicated space for turning vehicles. This provides space for an eight-foot-wide one-way cycle track on the parking side and a seven-foot-wide one-way cycle track on the other side.

The one-way cycle tracks may allow for existing intersection timing and configurations to be maintained. This configuration provides a less direct connection for users traveling to the Atlantic Boulevard gateway, as they will have a major crossing at the intersection of District and Atlantic Boulevards.

One-way cycle tracks do, however, meet driver expectations of bicycles moving in the same direction of travel as vehicular traffic.

This configuration represents the minimum recommended dimensions for one-way cycle tracks on Leonis Boulevard.

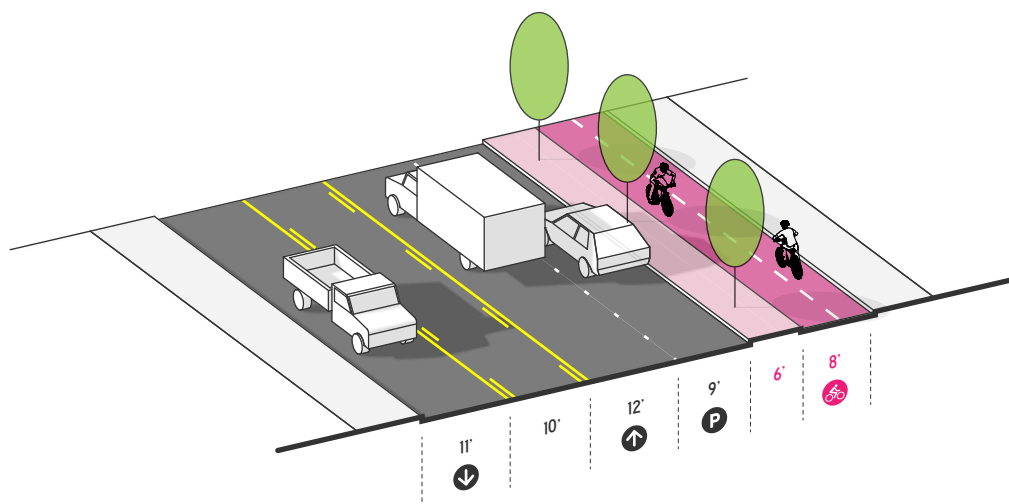


Figure 47: Two-Way Cycle Track - Center Lane Configuration

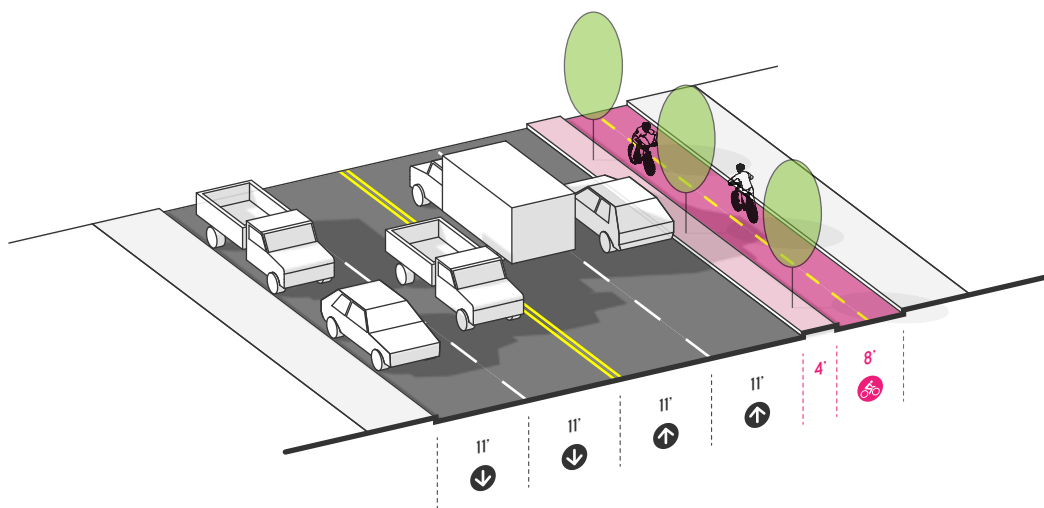


Figure 48: Two-Way Cycle Track - All Through Configuration

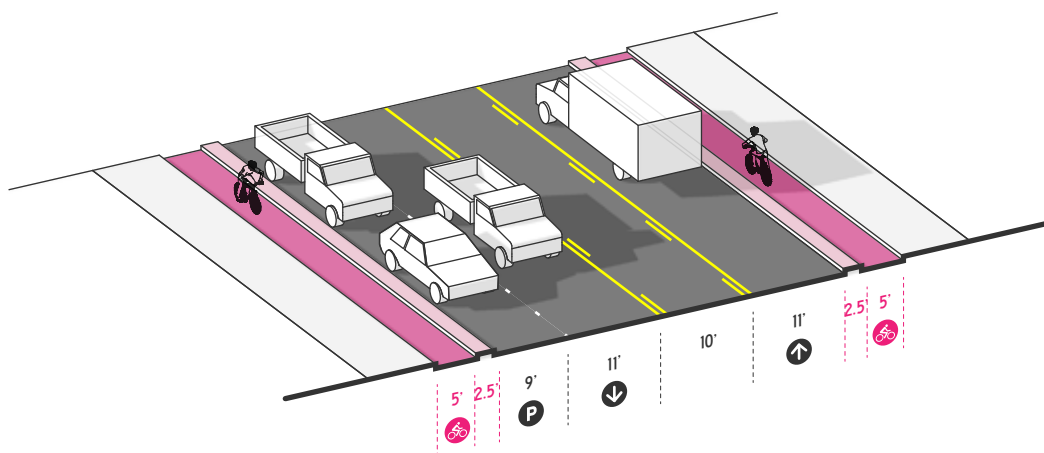


Figure 49: One-Way Cycle Track Configuration

# District Boulevard

## BICYCLE FACILITY OPTIONS

There are three possible configuration options available along the District Boulevard corridor.

### **Two-Way Raised Cycle Track/ Current Lane Configuration (Figure 50)**

This configuration maintains the current organization of lanes along District Boulevard and narrows the four travel lanes down to 11 feet wide, the center turn lane to 10 feet wide, and provides designated eight-foot-wide parking lanes. This provides space for a 10-foot-wide two-way raised cycle track corridor.

Given the oversized existing lane widths, this configuration provides the minimum impact to the existing function of the street. By designating parking lanes, it provides clarity to drivers and maintains a parking lane adjacent to the cycle track, which provides an additional buffer for bicyclists and pedestrians.

The two-way cycle track would be best situated along the north side of the street, which has fewer intersections than the south side. The north side of the street would also provide a more direct connection to the Atlantic Boulevard gateway.

### **Two-Way Cycle Track / Convert Parking Lane Configuration (Figure 51)**

This configuration narrows all travel lanes to 11 feet wide, the center turn lane to 10 feet wide, and converts parking on one side of the street. A nine-foot-wide designated parking lane is added on the other side. This provides space for a 17-foot-wide two-way cycle track corridor.

By designating the parking lane, it provides clarity to drivers and maintains a parking lane adjacent the cycle track, which provides an additional buffer for bicyclists and pedestrians. Similar to the 'Current Lane Configuration', the two-way cycle track would be best situated along the north side of the street.

### **One-Way Cycle Track (Figure 52)**

This configuration narrows all travel lanes to 11 feet wide, the center turn lane to 10 feet wide, and removes parking from one side of the street. A nine-foot-wide designated parking lane is preserved on the other side. This provides space for a nine-foot-wide one-way cycle track on the parking side and an eight-foot-wide cycle track on the other side.

The one-way cycle tracks may allow for existing intersection timing and configurations to be maintained. However, it provides a less direct connection for users traveling to the Atlantic Boulevard gateway, as they will have a major crossing at the intersection of District and Atlantic Boulevards.

This configuration represents the minimum recommended dimensions for one-way cycle tracks on District Boulevard.

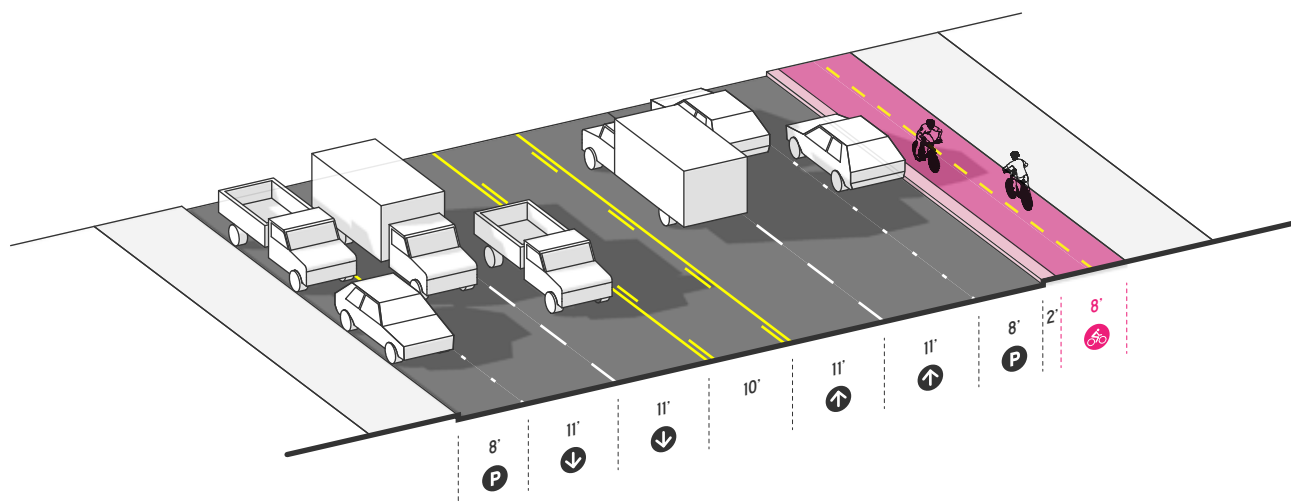


Figure 50: Two-Way Raised Cycle Track - Current Lane Configuration

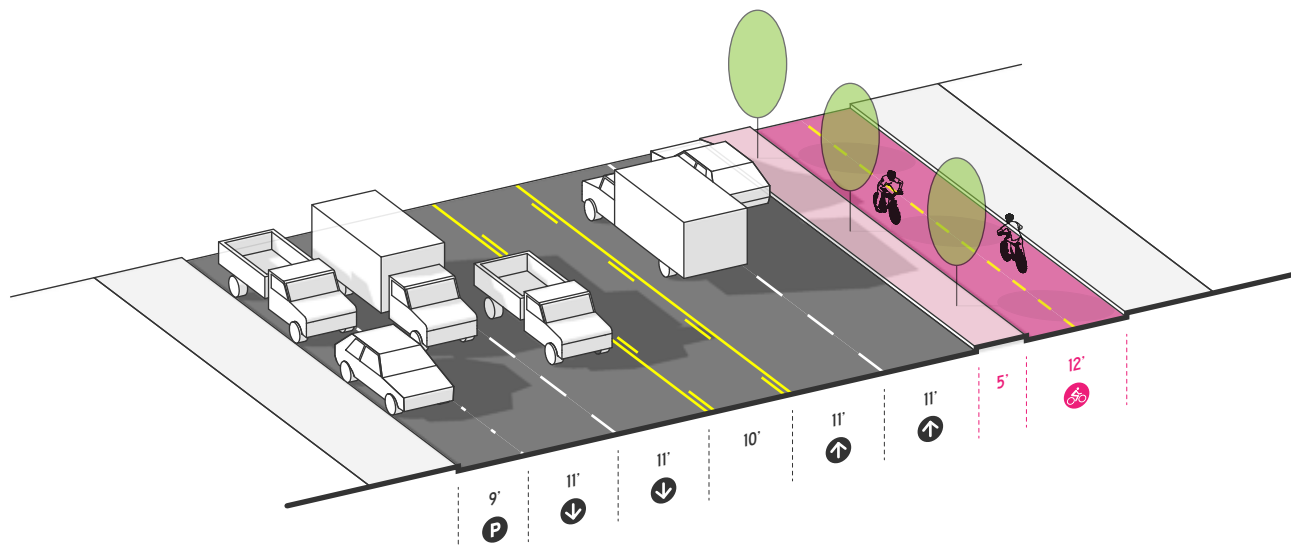


Figure 51: Two-Way Cycle Track - Remove Parking Lane Configuration

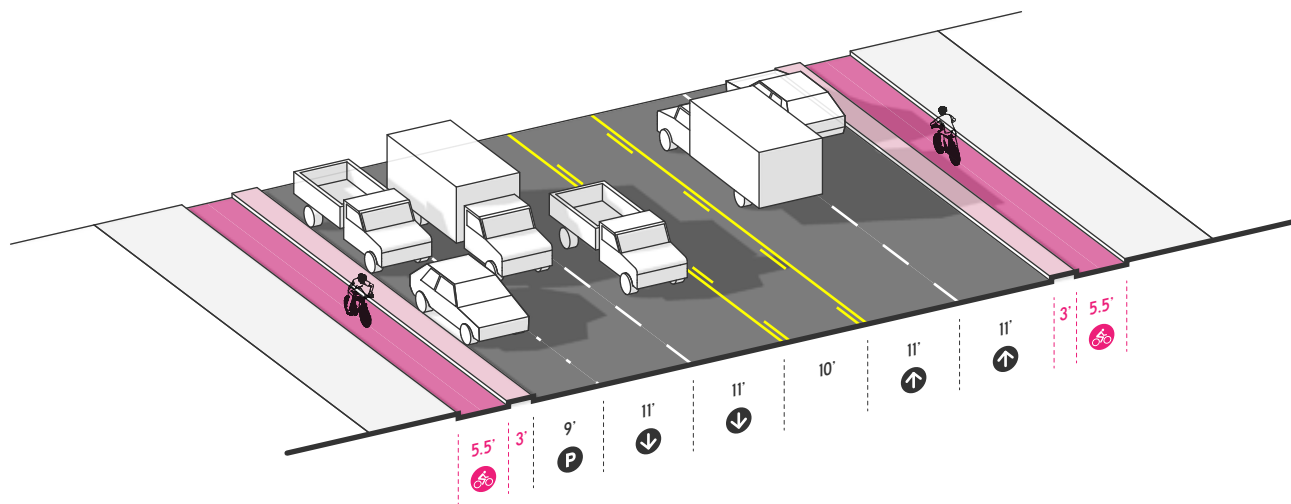


Figure 52: One-Way Cycle Track Configuration





# Gateways Overview

Gateways are the access points to the future LA River Path. This project explores the conceptual design of four gateways:

- 26th Street at the LA River
- Bandini Boulevard/Soto Street
- Downey Road at the LA River
- Atlantic Boulevard at the LA River

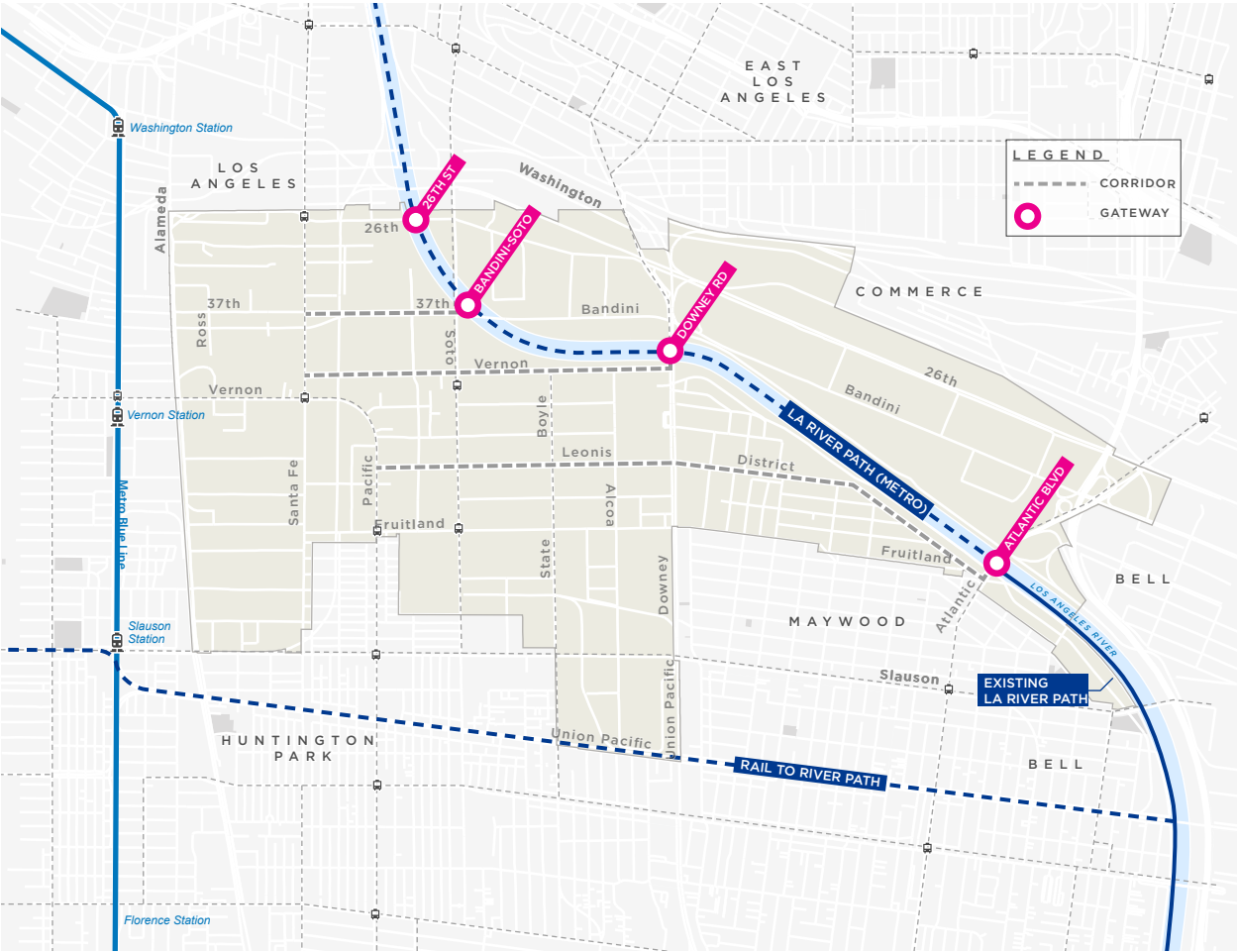


Figure 53: Project Gateway Locations



# Approach

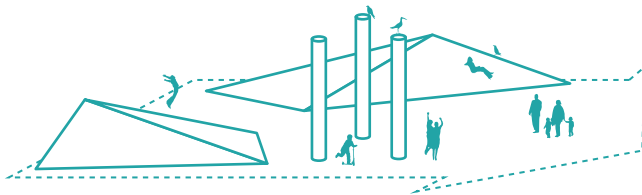
## OVERVIEW

For each of the four gateways, planning-level concepts include factors of site selection, design theme, and site programming.



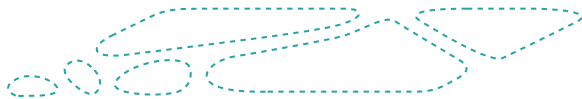
### Site Selection

A specific site for each gateway needs to be determined when multiple options exist. This selection will be guided by the evaluation process.



### Design Theme

The design theme is an overarching idea that guides the character and aesthetic of the site design. It may impact form, materiality, and relationship to the surrounding context.



### Site Programming

The site programming determines what activities and amenities will be included in the site conceptual design.

# Design Themes

Three potential conceptual design themes are explored for the gateways. Each is evaluated based on site context, stakeholder feedback, and criteria to be developed during the evaluation process.

## A GUIDING LIGHT

The LA River Corridor through Vernon is flat with few landmarks. This theme imagines each gateway as a landmark, visible to both individuals riding the LA River Path and people working and driving in Vernon. These landmarks will guide people to the LA River and along it.

*This design theme explores vertical landmarks, iconic art, landforms, and bold lighting.*







## NATURE AT THE EDGE OF INDUSTRY

The LA River corridor offers a contrast to industry: running water, vegetation, and animal life. This theme is about creating opportunities for people to get to the edge of the river and to provide a temporary escape from the industrial surroundings in Vernon.

*This design theme explores landscape, natural materials, terracing, and designs that open up towards the LA River.*



## THE WORKERS' TIMELESS PLAZA

Vernon is an employment hub and the heart of industry in greater Los Angeles. This theme is about embracing the industrial value of Vernon and creating daily opportunities for workers in Vernon to rest. Inspired by historic industrial courtyards, this theme celebrates timeless simplicity, materiality, and craft.

*This design theme explores tactile surfaces, simple forms, open plazas, and creative seating.*







# Site Programming

## OVERVIEW

Site programming considers the activities and amenities included in gateway conceptual design. The list of programming options in Table 8 is a preliminary set of options based on community outreach and prior studies that may be considered. As the gateway conceptual designs develop in future phases, programming options will be refined for each specific gateway based on site context, available space, and stakeholder input.

Table 8: Potential site programming (gray shading indicates preliminary compatibility)

ELEMENT	26TH STREET	BANDINI-SOTO	DOWNEY ROAD	ATLANTIC BOULEVARD
Bicycle Equipment (Racks, Stand, Pump)				
Drinking Fountain				
Shade				
Seating				
Lighting				
Picnic Area				
Interpretive Elements				
Court Games				
Playground				
Fitness Equipment/Course				
Landscape Planting/Habitat				
Bathrooms				
Food Trucks/Carts				
Parking				





## 26th Street

### SITE SELECTION

The context around 26th Street is crowded with industrial manufacturing and shipping facilities. Of the four corners adjacent to the bridge, the only feasible option is the NE corner of the bridge, an LADWP parcel with a large transmission tower on it. This large site offers a range of conceptual design and programming opportunities.

Though there is a lot of space, the site is not as active as the other three gateways. Further evaluation is needed to determine how much of the site would be dedicated to the gateway.

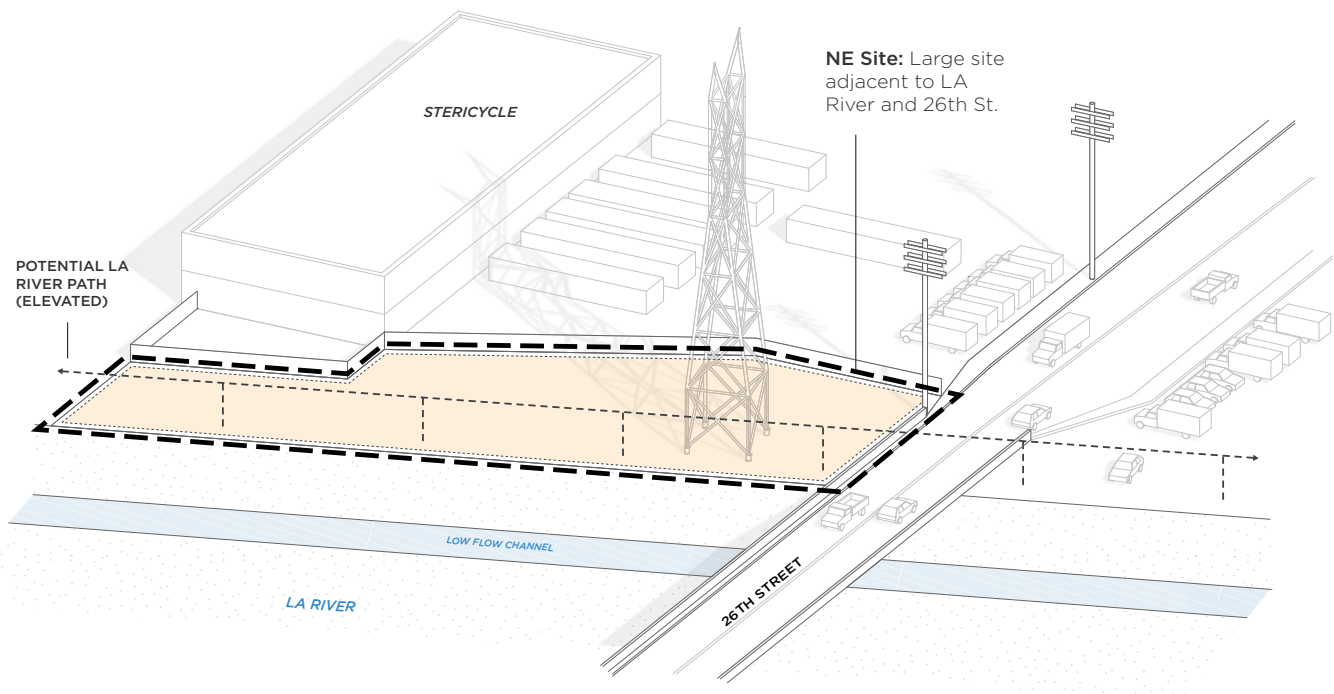


Figure 54: 26th Street - NE Corner



# Bandini-Soto

## SITE SELECTION

The context around Bandini Boulevard and Soto Street bridges is constrained on the west side of the river. While the east side features a wide utility easement with a lot of space, it lacks the connection to the Bandini-Soto commercial triangle, which is a major destination and opportunity for the LA River Path.

The west side site, adjacent to the commercial triangle, features a narrow terrace and larger vegetative areas near each bridge. With a new bridge connection to the LA River landing near Bandini Boulevard, this linear site would offer space for a range of small-scale programming that would cater to workers and the adjacent businesses.

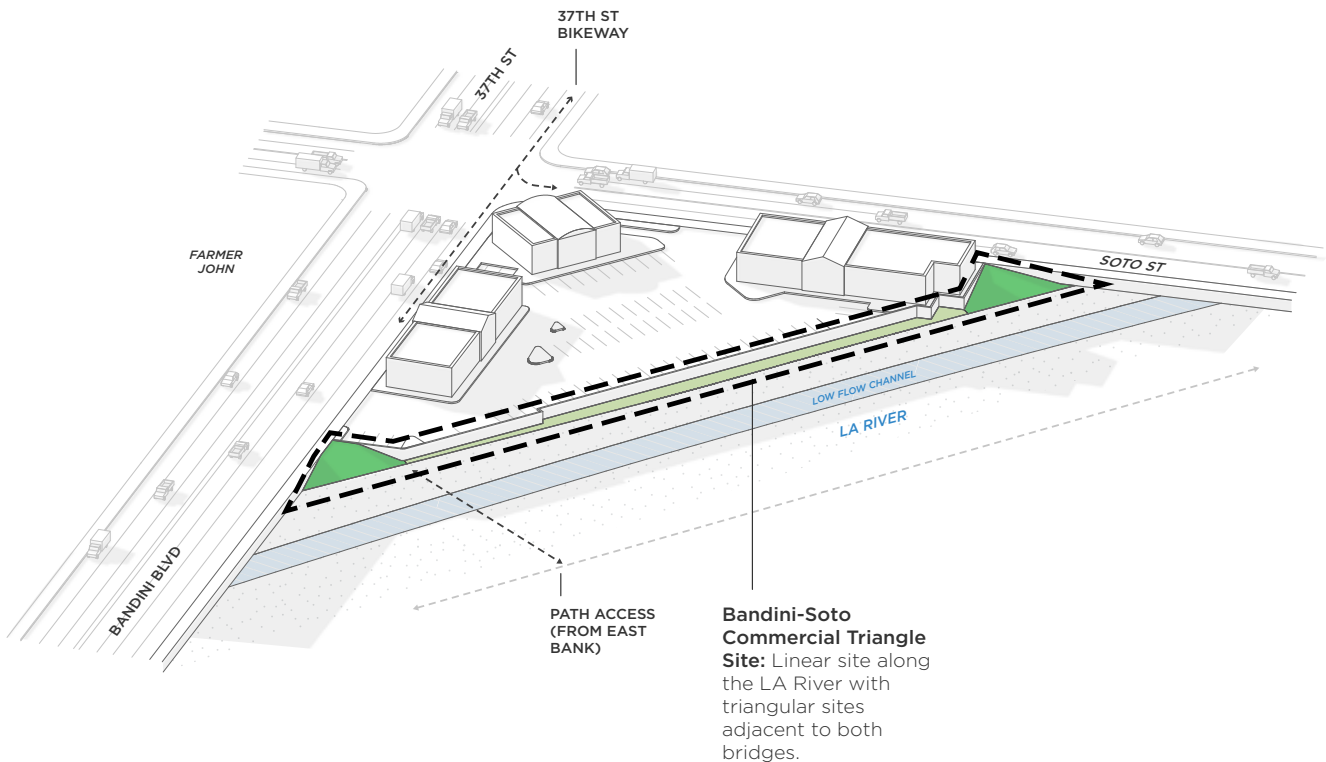


Figure 55: Bandini-Soto - West Bank Commercial Triangle



# Downey Road

## SITE SELECTION

The context around Downey Road is highly constrained on the south bank, but quite open along the north bank, as shown in Figure 56. The LA River Path is anticipated to be along the north bank in this location, and both Sites 1 and 2 are well connected to Downey Road and the River.

Both sites are LADWP utility tower corridors, and while

Site 2 is significantly larger, it lacks existing sidewalks and has major active rail lines that run through it.

Site 1 has stronger connections to UPS and offers a more seamless connection to Downey Road bridge.

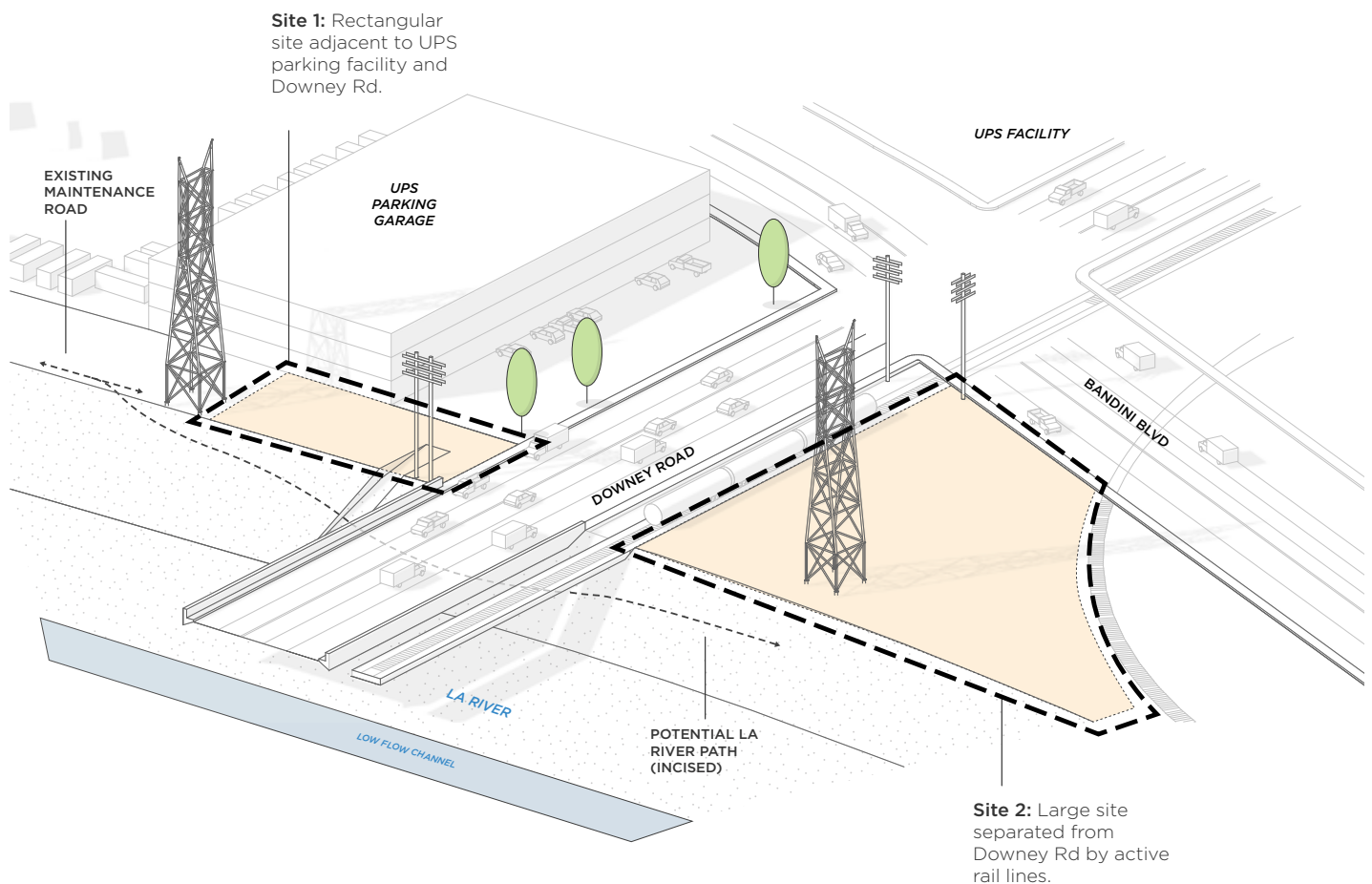


Figure 56: Downey Road - North Bank



# Atlantic Boulevard

## SITE SELECTION

The context around Atlantic Boulevard is drastically different between the west and east sides, with a quick transition to commercial and residential areas of Maywood on the west bank and large-scale utility and rail facilities on the east bank. As opposed to the other gateways, at Atlantic there may be an opportunity for a gateway on both sides of the LA River, which would be possible if the path crosses the river near the Atlantic Boulevard bridge.

Given the access and terminus of the existing LA

River Path, Site 1 offers the greatest potential with an existing at-grade railroad crossing and an adjacent parcel that could be a future park or development opportunity. Site 2 is a smaller triangle, but has the most convenient access to Maywood Elementary School. On the east side, Site 3 would provide space for access and a few small amenities.

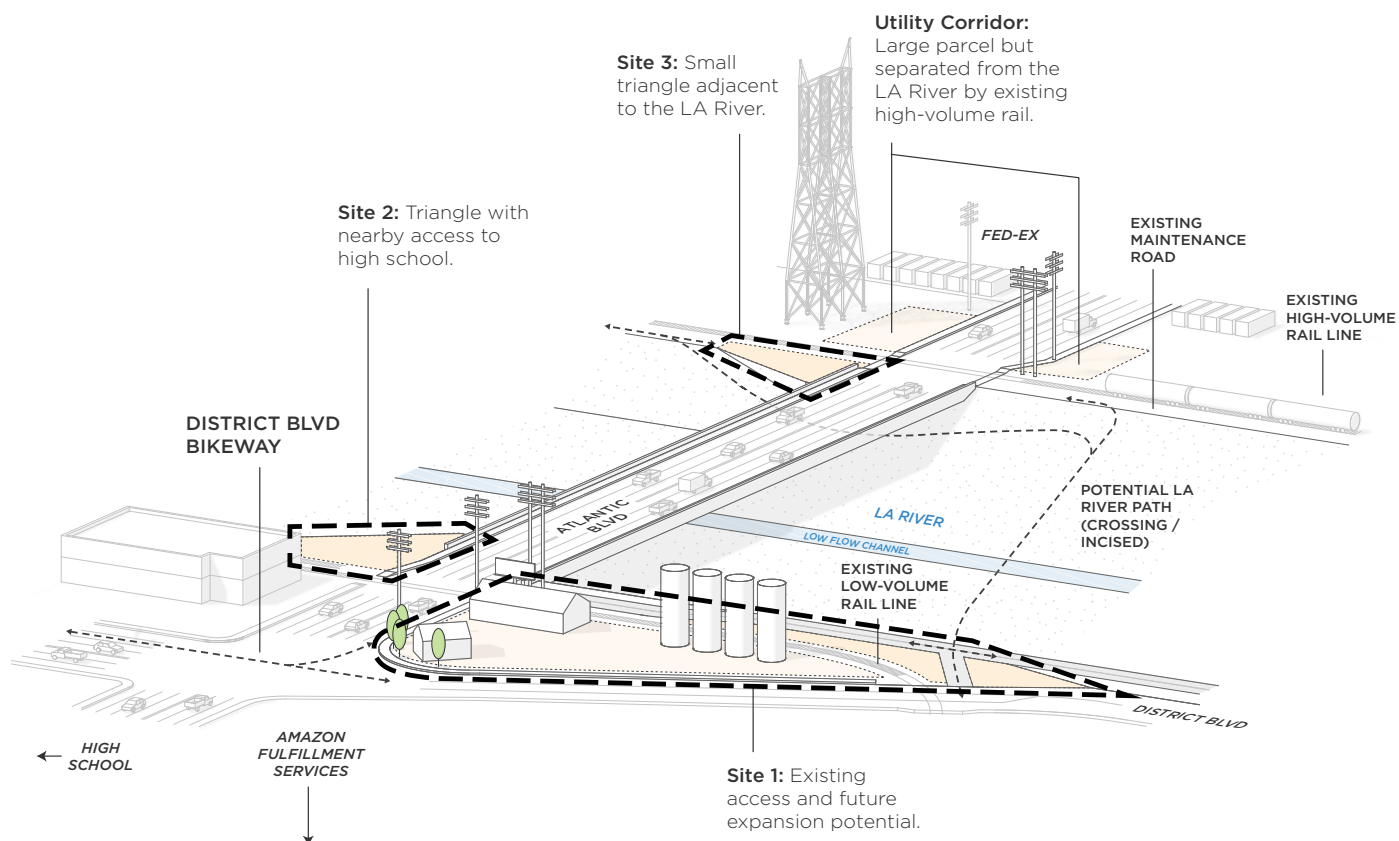


Figure 57: Bandini-Soto Gateway Location

## 06

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# Overview

## GOAL-BASED EVALUATION CRITERIA

This chapter describes the criteria that was used in the LA River Access Plan to evaluate both corridors and gateways. The criteria were measured against the project's goals, and fit into three broad categories:



### Goal 1: Function

The criteria within this category assess the most fundamental characteristics of the corridors and gateways, and facilities failing to pass this category are eliminated from further evaluation.

- Should it be done?
- Would a bikeway on this corridor be safe, make the needed connections, and minimize disruption to existing traffic patterns?
- Does a given gateway location connect to a future LA River alignment, and is there available land for the creation of gateway elements?



### Goal 2: Feasibility

The types of criteria in this category consider available right-of-way, utility and operational conflicts, and order of magnitude costs.

- Can it be done?
- Would a bikeway on a given corridor be reasonably feasible to implement with manageable risk and effective use of public funds?
- Can a connection reasonably be made from a corridor, to a gateway, to the LA River?






### Goal 3: Desirability

The criteria in this category speak to the potential benefits to the community and the environment.

- Will people use it?
- Would a given gateway location allow for park like elements to help draw visitors?
- Would a corridor improve comfort for people walking and riding bikes?
- Will a given design allow for environmental improvements, such as urban cooling and stormwater capture?

# Metrics

Table 9: Goal-Based Evaluation Criteria

			Applies To
<b>FUNCTION</b> (Operations, safety, access) 	1.1	<b>Travel Time:</b> Change in overall travel time from one end of a corridor to the other, and potential difference if road is reconfigured	<b>C</b> <b>G</b>
	1.2	<b>Intersection Operations</b> (LOS, Delay): Intersection delay, intersection level of service, vehicle turning delay	<b>C</b> <b>G</b>
	1.3	<b>Parking:</b> Effect of potential roadway reconfigurations on parking availability	<b>C</b> <b>G</b>
	1.4	<b>Driveway Operations:</b> The impact of the road reconfiguration on driveway access and overhang conflicts	<b>C</b> <b>G</b>
	1.5	<b>Collision Reduction</b> (CMF/CRF): Collision history and potential efficacy of corridor treatments	<b>C</b> <b>G</b>
	1.6	<b>Predictability:</b> Comprehensible and predictable locations and movements for people driving, walking, and riding bicycles	<b>C</b> <b>G</b>
	1.7	<b>Connectivity to LA River Path:</b> The directness of connection to an anticipated access point of future LA River Path	<b>C</b> <b>G</b>
	1.8	<b>Transit Access:</b> Connections to existing and proposed transit	<b>C</b> <b>G</b>
<b>FEASIBILITY</b> 	2.1	<b>Available Right-of-Way:</b> Available space to implement the design	<b>C</b> <b>G</b>
	2.2	<b>Variance from Best Practices:</b> Degree that the design follows or expands upon existing guidance	<b>C</b> <b>G</b>
	2.3	<b>Level of Anticipated Coordination:</b> Number and types of entities needed to review and approve the design	<b>C</b> <b>G</b>
	2.4	<b>Cost:</b> Anticipated order of magnitude costs of the design	<b>C</b> <b>G</b>
	2.5	<b>Utility Conflicts:</b> Level of anticipated relocation and/or coordination with existing on-site utilities	<b>C</b> <b>G</b>
	2.6	<b>Rail Considerations:</b> Requires new infrastructure to upgrade existing rail crossings, or access to the site is impeded by existing railways	<b>C</b> <b>G</b>
<b>DESIRABILITY</b> 	3.1	<b>Perceived Safety:</b> Improves perceived safety from vehicular traffic and crime	<b>C</b> <b>G</b>
	3.2	<b>Adjacent Land Use:</b>	
	3.3	<b>Landscape Performance:</b> Presents opportunities to capture and treat stormwater, and offset urban heat island effects	<b>C</b> <b>G</b>
	3.4	<b>User Experience:</b> Provides shade and/or amenities	<b>C</b> <b>G</b>

## METHODOLOGY

Each criterion may apply to corridors **C** or gateways **G** and is measured by either quantitative or qualitative data, as indicated in Table 9.

For gateways, each potential gateway site location will be measured against the criteria. A range of

metrics for each criterion indicate whether each site is high-performing or low-performing.

For corridors, each potential corridor alignment will be measured against the criteria. A range of metrics for each criterion indicate whether each alignment is high-performing or low-performing. These metrics are explained in the following sections.

## FUNCTION

### 1.1 Vehicular Travel Time & Delay C G

Overall time required to travel by motor vehicle from one end of a corridor to the other

*Metric: Delay caused by alternative compared to existing travel time*

#### HIGHER PERFORMING

Time to travel across the corridor is faster compared to design alternatives

Time to travel across the corridor is average compared to design alternatives

#### LOWER PERFORMING

Time to travel across the corridor is slower compared to design alternatives

### 1.2 Existing Intersection Operations C G

Extent that intersections function for vehicles, maximize level of service, and minimize delays

*Metric: Cumulative metric based on grades for intersection delay, intersection level of service, and vehicle turning delay*

#### HIGHER PERFORMING

Intersection has fewer delays and better level of service compared to design alternatives

Intersection has average delays and average level of service compared to design alternatives

#### LOWER PERFORMING

Intersection has significant delays and worse level of service compared to design alternatives

### 1.3 Street Parking C G

Effect on overall parking availability based on roadway reconfigurations

*Metric: Quantity of available parking as compared to existing parking demand*

#### HIGHER PERFORMING

Parking supply meets or exceeds demand compared to design alternatives

Parking utilization rate remains average (at/near existing rates) compared to design alternatives

#### LOWER PERFORMING

Parking demand exceeds available parking supply



### 1.4 Driveway Operations C G

Extent that driveways function for vehicles, accommodate turning movements, minimize conflicts

*Metric: Number of driveways impacted on corridor*

#### HIGHER PERFORMING

#### LOWER PERFORMING

Driveways not impacted

Driveways impacted on one side of the corridor

Driveways impacted on both sides of the corridor

### 1.5 Collision Reduction C G

Does the bicycle facility reduce the chance of collisions?

*Metric: Average collision reduction based on existing data on comparable bicycle facilities*

#### HIGHER PERFORMING

#### LOWER PERFORMING

Reduces the chance of collision with protected bicycle facility and road diet with center turn lane

Reduces the chance of collision with protected bicycle facility

No chance of collision reduction compared to alternatives

### 1.6 Predictability C G

Comprehensible and predictable locations and movements for people driving, walking, and riding bicycles

*Metric: Number and intensity of crossings, change in direction*

#### HIGHER PERFORMING

#### LOWER PERFORMING

No perpendicular crossing movements. Dedicated signal phasing eliminates intersection mixing zones.

Perpendicular crossing movements present but protected by dedicated signal phasing

Greater number of perpendicular crossing movements. Intersection mixing zones present.

## 1.7 Connectivity to Active Mobility Network C G

Does the gateway or corridor connect directly with the LA River Path?

*Metric: Number of crossings required to reach LA River Path*

### HIGHER PERFORMING

### LOWER PERFORMING

Direct connection to LA River Path and requires no crossings

Connects to LA River Path but requires crossings

No direct connection with LA River Path and requires multiple crossings

## 1.8 Transit Access C G

Connections to existing and proposed transit

*Metric: Number of current/proposed bus stops within one block on the same side of the roadway as cycle track, or one block from gateway*

### HIGHER PERFORMING

### LOWER PERFORMING

Adjacent to bus stop

1 to 3 blocks to nearest bus stop

More than 3 blocks to nearest bus stop

FEASIBILITY

2.1 Available Right-of-Way C G

How much space is there?

Metric: Available space to implement the design

HIGHER PERFORMING

No impacts to existing ROW. Existing ROW accommodates design while maintaining existing functioning.

Minor impacts to existing space

LOWER PERFORMING

Design width exceeds ROW. Small, underutilized space, requires take.

2.2 Best Practices C G

Degree that the design follows or expands upon existing guidance

Metric: Cycle track width and configuration compared to preferred standards

HIGHER PERFORMING

Bicyclist operating space and physical separation from travel lanes above minimum design guidelines

Bicyclist operating space and physical separation from travel lanes meet minimum design guidelines

LOWER PERFORMING

Bicyclist operating space and physical separation from travel lanes fall below minimum design guidelines

2.3 Level of Anticipated Coordination C G

Number and types of entities needed to review and approve the design

Metric: Number of agencies including city, utility, rail, private entities

HIGHER PERFORMING

Single parcel in government ownership. City, Metro, LACFCD.

Multiple parcels with different public ownership

LOWER PERFORMING

Parcels in private ownership

## 2.4 Cost C G

Anticipated order-of-magnitude costs of the design

*Metric: Cost as prepared in CE*

### HIGHER PERFORMING

Lowest cost

### LOWER PERFORMING

Highest cost

## 2.5 Utility Considerations C G

Level of anticipated relocation and/or coordination with existing on-site utilities

*Metric: Quantity of utility poles impacted by design and adjacent to design*

### HIGHER PERFORMING

No utilities present in gateway and poles not impacted by corridor design

Utilities adjacent to gateway/corridor

### LOWER PERFORMING

Utilities in middle of gateway. Power poles impacted on both sides of corridor.

## 2.6 Rail Considerations C G

Requires new infrastructure to upgrade existing rail crossings

*Metric: Number of individual rail crossings required for the design; rail line located on potential gateway*

### HIGHER PERFORMING

No active rail present or adjacent to gateway. No active rail crossings on corridor.

Low volume rail adjacent to gateway. Low volume rail crossings on corridor.

### LOWER PERFORMING

Active rail line present at gateway location. High number of individual rail crossings on corridor.

DESIRABILITY

3.1 Perceived Safety C G

Degree to which users feel safe using proposed gateway and corridor designs

*Metric: Improves perceived safety from vehicular traffic and crime*

HIGHER PERFORMING	LOWER PERFORMING
High visibility, active gateway location. Physical buffer between cycle track and travel lanes exceeds design guidelines.	Some visibility and activity at gateway location. Physical buffer between cycle track and travel lanes meets design guidelines.
	Poor visibility, no adjacent activity at gateway location. Physical buffer between cycle track and travel lanes does not meet design guidelines

3.2 Adjacent Land Use C G

Degree that adjacent land uses are complementary to design

*Metric: Commercial, major employer, rail, vacant, underutilized*

HIGHER PERFORMING	LOWER PERFORMING
Major employer, no negative impacts	Major employer and noise, odors, and/or visual impacts
	Negative adjacent land use. Noise, odors, visual impacts.

3.3 Landscape Performance C G

Presents opportunities to capture and treat stormwater and offset urban heat island effects, provides space for landscape

*Metric: Extent of area/buffer width for tree plantings and bioswales/rain gardens*

HIGHER PERFORMING	LOWER PERFORMING
Wide buffers or available area for shade trees or bioswales/rain gardens	Provides some buffers or area for trees or bioswales/rain gardens
	Minimal buffers or insufficient area for trees or bioswales/rain gardens



### 3.4 User Experience C G

Provides a comfortable experience with vehicular separation, ample operating space for users, and site amenities

*Metric: Cumulative metric based on adjacency to views and available space/buffer width for amenities*

HIGHER PERFORMING	→		LOWER PERFORMING
Ample operating space / buffers or significant area for access ramp and amenities	Adequate operating space / buffers or adequate area for access ramp and amenities		Minimum operating space / buffers or minimal area for access ramp and amenities

# Findings and Analysis

## CORRIDORS

### 37th Street

A two-way cycle track situated on the north side of the corridor is recommended. This configuration would have the least impact on existing driveways, crossing eight driveways (as opposed to 12 if located on the south side). The dual one-way cycle track option would impact a total of 20 driveways.

From a predictability standpoint, the two-way option is better due to the installation of dedicated bicycle signal phasing at intersections, which is where a majority of collisions tend to occur. However, two-way cycle tracks are less predictable at driveways because drivers need to look both directions for oncoming bicycle traffic. Two-way cycle tracks can be made more predictable at driveways by utilizing potential design treatments such as a stop condition combined with warning striping that gives priority to vehicle traffic entering and exiting.

Existing signalized intersection operations (Level of Service) remain unchanged for both a two-way and one-way design alternative, based on the analyzed intersection configurations. From a connectivity standpoint, a cycle track located on the north side of the corridor would have a more direct connection to the future LA River Path. Between the two two-way cycle track options, option B is preferred from a best practices standpoint, as it provides the widest buffer and operating envelope for bicyclists. It also scores the highest perceived safety, landscape performance, and user experience amongst the alternatives. Trees and landscaping have the potential to provide stormwater capture while adding vertical delineation and shade.

Table 10: Corridor Evaluation, 37th Street

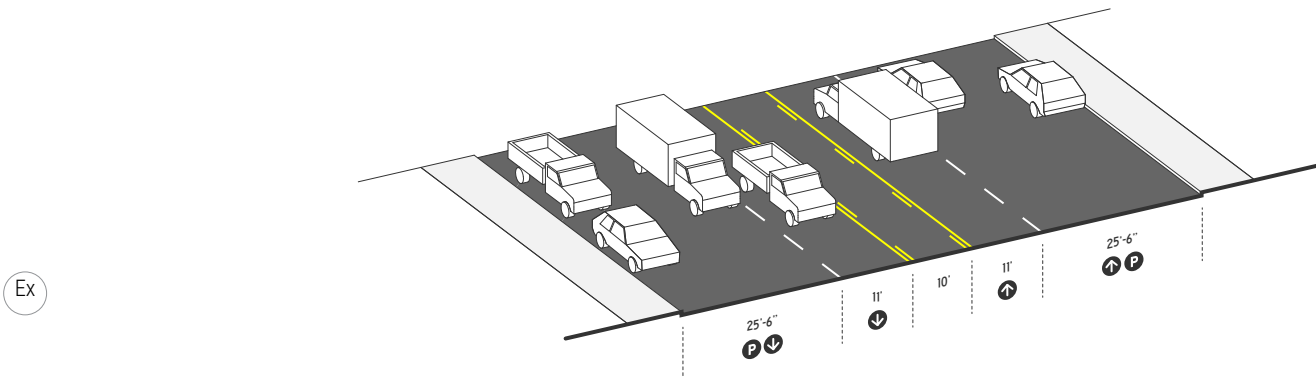
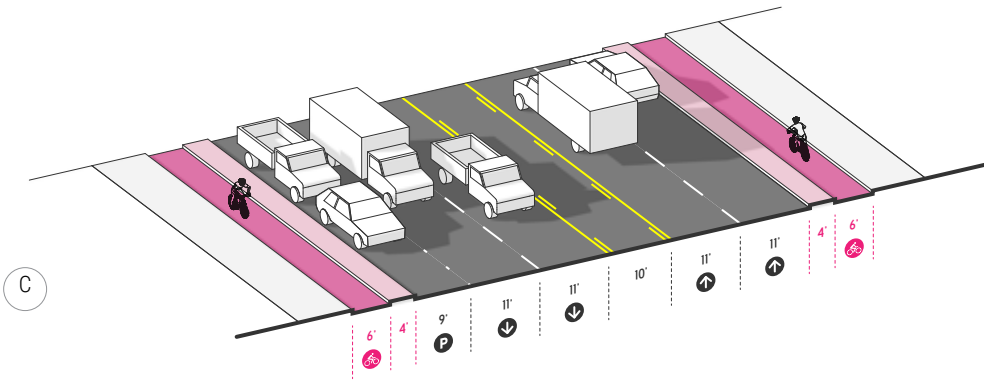
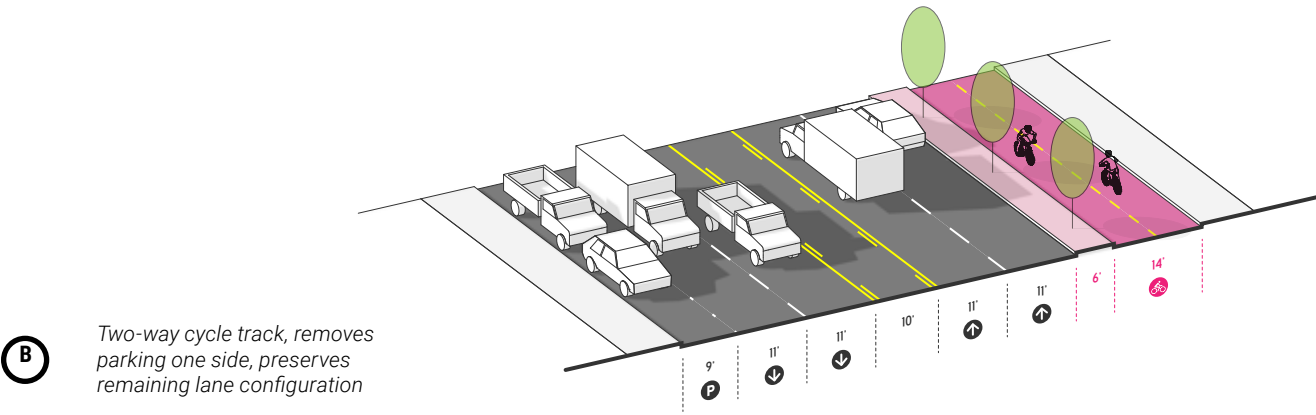
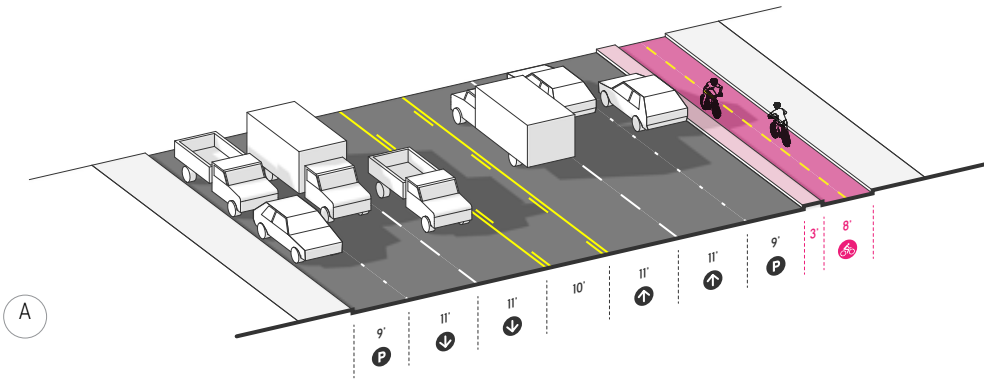
Options	A	B	C	Ex
Function				
Vehicular Travel Time				
Existing Intersection Operations				
Street Parking				
Driveway Operations				
Collision Reduction				
Predictability				
Connectivity to LA River Path				
Transit Access				
Feasibility				
Available Right-of-Way				
Best Practices				
Cost				
Utility Conflicts				
Rail Considerations				
Desirability				
Perceived Safety				
Landscape Performance				
User Experience				

Criteria



Goals





























































### Vernon Avenue

Based on results of the evaluation process, a two-way cycle track design located on the north side of the corridor is recommended. A cycle track on the north side would impact 32 driveways on the north side as compared to 29 on the south side. A dual one-way cycle track alternative would impact 61 driveways. None of the design alternatives would impact street parking, as none is currently available on Vernon Avenue.

From a perspective of safety and roadway function, the two-way cycle track alternative is preferred, since it would combine with the addition of a center turn lane on the roadway. This center turn lane creates a refuge for vehicles making left turn movements that would otherwise stop traffic.

A two-way cycle track on the north side of the corridor would also have a higher level of connectivity to the future LA River Path and a greater level of predictability at intersections due to the installation of dedicated bicycle signal phasing. In this alternative, the Level of Service would degrade by one grade at two of four signalized intersections, although the LOS would still be D or above throughout the corridor. The configuration of the two-way cycle track on Vernon Avenue follows minimum width guidelines in constrained locations and the two-foot buffer could allow for vertical delineation in the form of a raised concrete island configuration, bollards, or other forms of physical protection.

Table 11: Corridor Evaluation, Vernon Avenue

Options	A	B	Ex
<b>Function</b>			
Vehicular Travel Time			
Existing Intersection Operations			
Street Parking			
Driveway Operations			
Collision Reduction			
Predictability			
Connectivity to LA River Path			
Transit Access			
<b>Feasibility</b>			
Available Right-of-Way			
Best Practices			
Cost			
Utility Conflicts			
Rail Considerations			
<b>Desirability</b>			
Perceived Safety			
Landscape Performance			
User Experience			

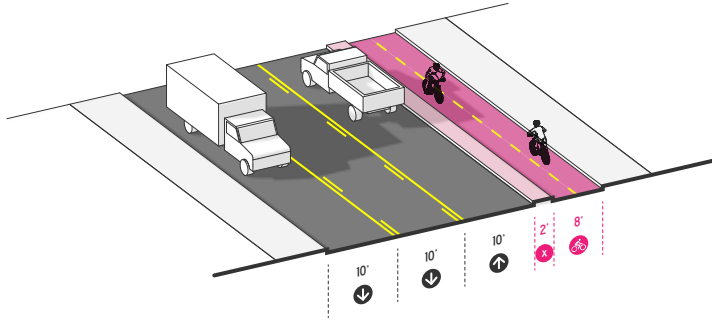
#### Criteria



#### Goals

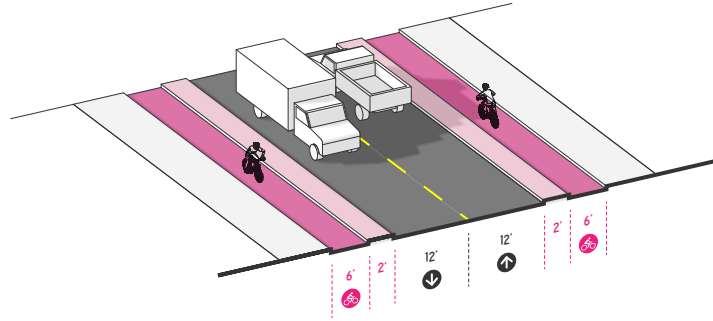


A

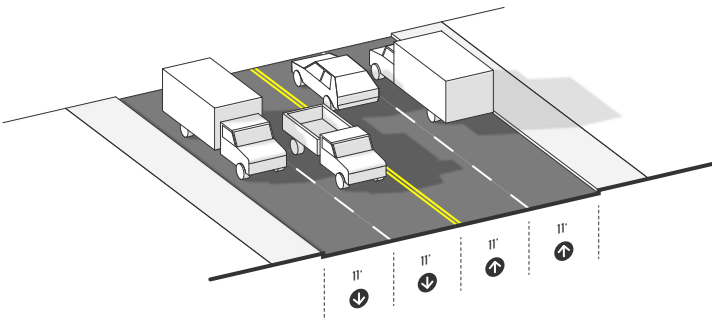


Two-way cycle track, removes lane each side, adds center turn lane.

B



Ex





# CORRIDORS

## Leonis Boulevard

The recommended conceptual design alternative for Leonis Boulevard is a two-way cycle track situated on the north side of the corridor. A cycle track on the north side would impact a total of 27 driveways, compared with 35 on the south side. If dual one-way cycle tracks were pursued, it would impact a total of 62 driveways.

From a predictability standpoint, the two-way option would be more predictable at intersections through dedicated bicycle signal phasing. Two-way cycle tracks are less predictable at driveways because drivers need to look both directions for oncoming bicycle traffic. They can be made more predictable at driveways by utilizing potential design treatments such as a stop condition combined with warning striping that gives priority to vehicle traffic entering and exiting.

A two-way cycle track would degrade the level of service on all four signalized intersections, with two intersections dropping to LOS F from current levels of C and D respectively. This potential degradation in LOS can be offset in multiple ways. LOS in this corridor is degraded primarily through the introduction of bicycle signal phases. These phases would only trigger when bicyclists are present, so LOS would not be degraded when the signals do not actuate. Additionally, the introduction of a continuous center turn lane through the corridor will reduce queuing caused by turning vehicles at both intersections and mid-block. When the bicycle signals are triggered, it could be an indication of less vehicular traffic on the corridor, as the people riding those bicycles would have otherwise been driving. From a CEQA standpoint, Vehicle Miles Traveled (VMT) is an accepted replacement to an LOS analysis. The introduction of a high-quality bicycle facility would reduce VMT, improving the project's performance in a CEQA traffic study. From a connectivity standpoint, a cycle track on the north side of the corridor would have a greater level of connection with the future LA River Path. Parking on Leonis Boulevard is generally provided on one side of the street, often alternating sides, as one moves down the corridor. The two-way cycle track option keeps parking on one side of street and would have minimal impact to parking utilization rates.

### Criteria



### Goals

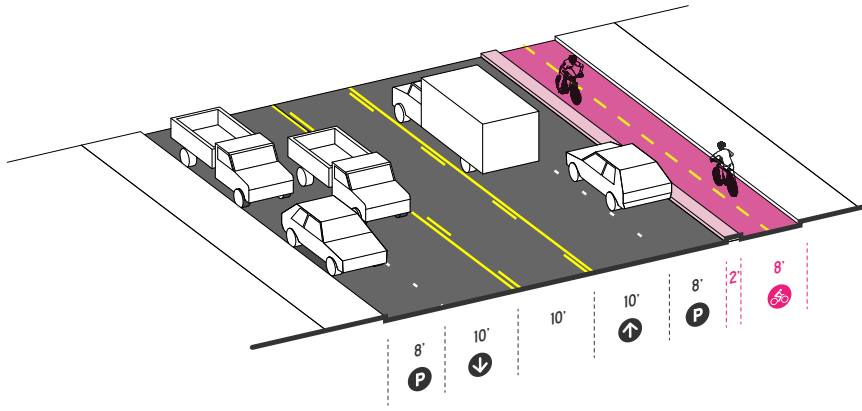


Table 12: Corridor Evaluation, Leonis Boulevard

Options	A	B	C	Ex
<b>Function</b>				
Vehicular Travel Time				
Existing Intersection Operations				
Street Parking				
Driveway Operations				
Collision Reduction				
Predictability				
Connectivity to LA River Path				
Transit Access				
<b>Feasibility</b>				
Available Right-of-Way				
Best Practices				
Cost				
Utility Conflicts				
Rail Considerations				
<b>Desirability</b>				
Perceived Safety				
Landscape Performance				
User Experience				

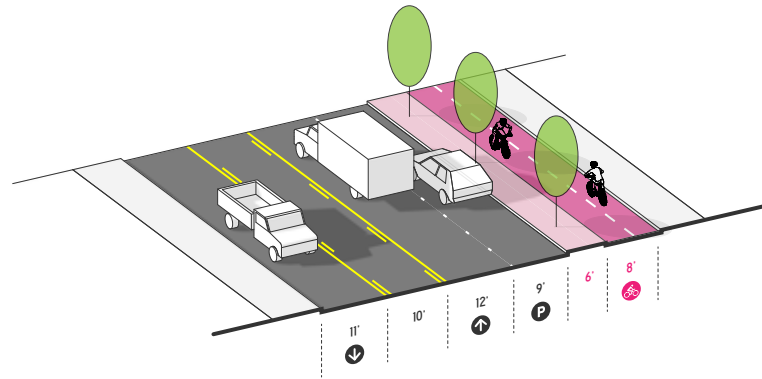
Option B is the preferred alternative from a best practices standpoint, as it provides the widest buffer and operating envelope for bicyclists. It also scores the highest perceived safety, landscape performance, and user experience amongst the alternatives. Trees and landscaping have the potential to provide stormwater capture while adding vertical delineation and shade for the comfort of cycle track users.

A

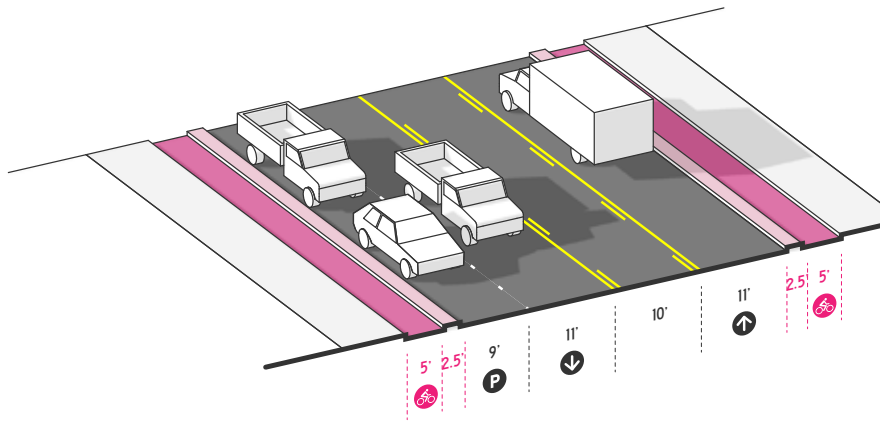


B

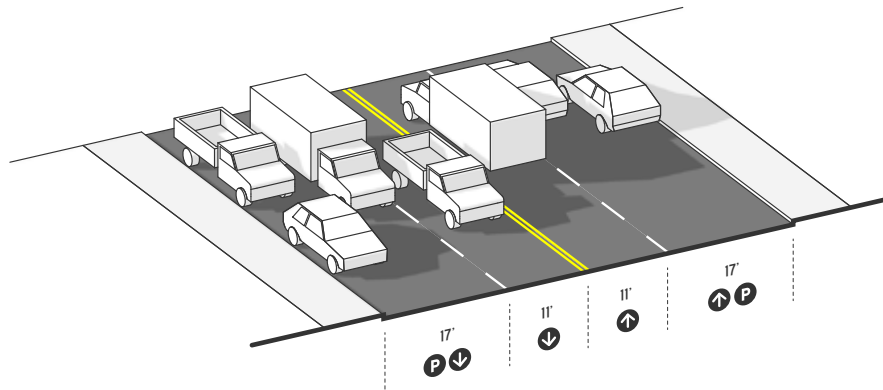
Two-way cycle track, removes outer travel lanes, adds parking one side, adds center turn lane.



C



Ex



## District Boulevard

On the District Boulevard segment of the corridor, a two-way cycle track on the north side is recommended. This configuration would impact a total of 24 driveways as opposed to 23 on the south side. If a dual one-way cycle track configuration were pursued, a total of 47 driveways would be impacted. The north side of District Boulevard also has less intersections than the south side, a total of three as opposed to eight.

A cycle track on the north side would also have a more direct connection to the future LA River Path. A two-way cycle track (Option B) would allow for a wider buffer between the cycle track and travel lanes by removing parking on the north side of the street. The loss of parking could potentially be absorbed by the surface parking lots adjoining many businesses along the corridor. The wider buffer would allow potential shade trees and landscaping that could add to cycle track user experience and comfort while potentially providing stormwater capture.

The two-way option would also be more predictable through intersections as a result of dedicated bicycle signal phasing. However, it would be less predictable at driveway crossings, as drivers would have to look both ways for oncoming bicycle traffic, although driveway design can be configured to make the cycle track crossings more predictable by prioritizing the movement of entering and exiting vehicles.

Table 13: Corridor Evaluation, District Boulevard

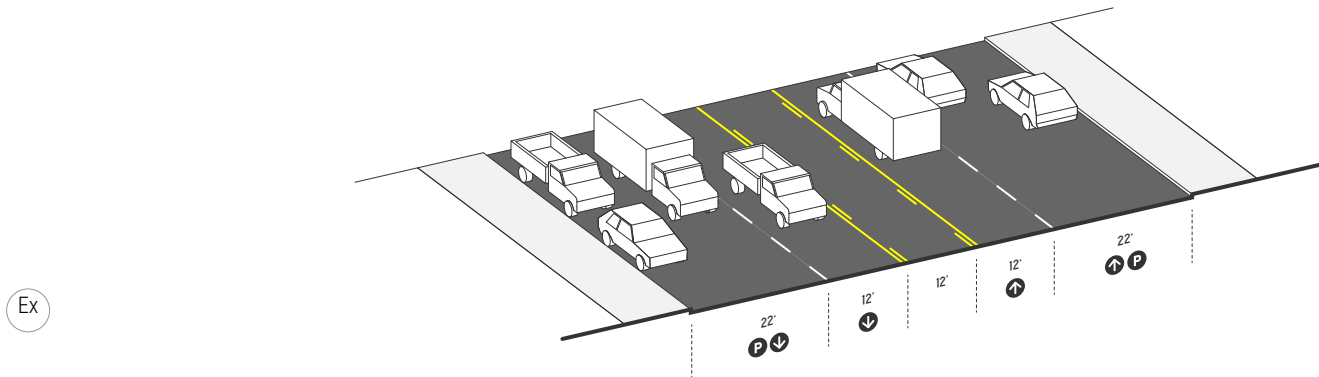
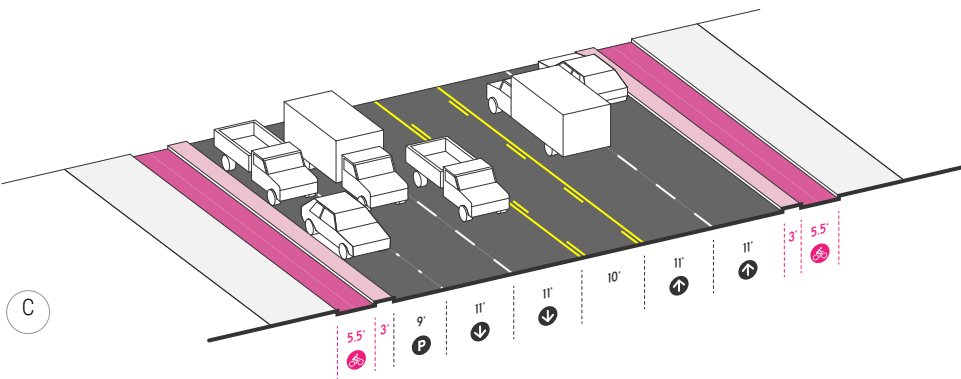
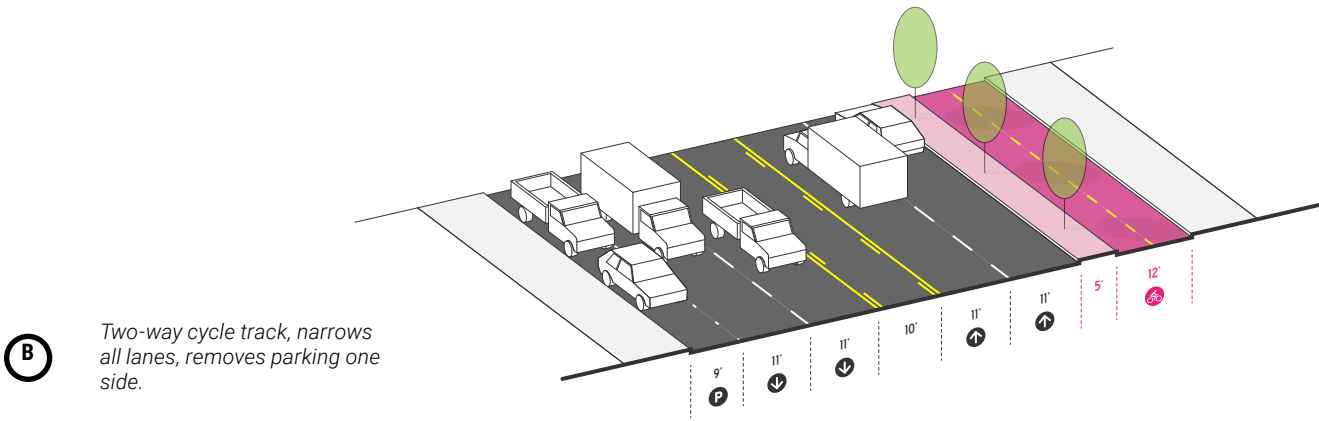
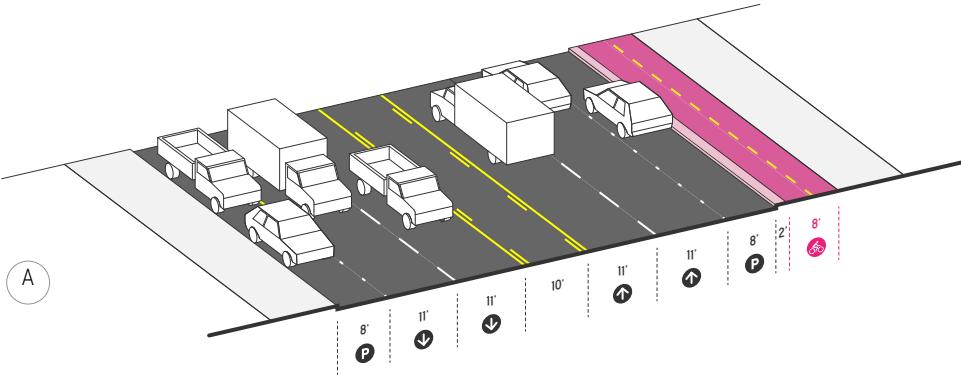
Options	A	B	C	Ex
<b>Function</b>				
Vehicular Travel Time				
Existing Intersection Operations				
Street Parking				
Driveway Operations				
Collision Reduction				
Predictability				
Connectivity to LA River Path				
Transit Access				
<b>Feasibility</b>				
Available Right-of-Way				
Best Practices				
Cost				
Utility Conflicts				
Rail Considerations				
<b>Desirability</b>				
Perceived Safety				
Landscape Performance				
User Experience				

### Criteria



### Goals





## GATEWAYS

### 26th Street

**NW:** *Small, triangular, grass-covered area adjacent to the channel wall*

**NE:** *Large grass parcel with utility tower adjacent to the river channel wall*

**SW:** *Constrained paved wedge adjacent to industrial driveway*

**SE:** *Small paved wedge and terrace adjacent to the river channel wall*

Based on the evaluation process of potential gateway locations on 26th Street, the northeast (NE) site is the preferred location. This site has the potential for a direct connection with the future LA River Path and has the most available right-of-way. Due to its large size relative to the other potential gateway locations, park-like amenities and programming could be included along with landscaping, all of which could create habitat and stormwater filtration, and enhance the user experience.

Although there is a power line transmission tower located on the NE site, there are precedents of parks located in power line corridors, including some along the south segment of the LA River such as Hollydale Park in South Gate and Salud Park in Paramount. The parcel is in public ownership by the City of Los Angeles Department of Water and Power. The remaining three potential gateways locations are all much smaller than the NE site, and thus would not be able to offer much in the way of potential amenities or landscaping. Additionally the NW and SW sites would not have a direct connection with the future LA River Path.

Table 14: Gateway Evaluation, 26th Street

Options	NW	NE	SW	SE
<b>Function</b>				
Driveway Operations				
Connectivity to Corridor/Path				
Transit Access				
<b>Feasibility</b>				
Available Right-of-Way				
Anticipated Coordination				
Cost				
Utility Conflicts				
Rail Considerations				
<b>Desirability</b>				
Perceived Safety				
Adjacent Land Use				
Landscape Performance				
User Experience				

#### Criteria



#### Goals







*Aerial view of potential gateway location at 26th Street*

**Bandini-Soto**

**NW:** *Paved parcel north of Soto Street adjacent to industrial driveway*

**W:** *Narrow vegetative terrace adjacent to the Bandini-Soto Commercial Triangle*

**E:** *Large vegetative utility easement between Soto Street and Bandini Boulevard*

**SE:** *Large vegetative utility easement south of Bandini Boulevard*

A gateway on the west (W) side of the LA River channel, adjacent to an existing commercial property, is recommended in this location. A gateway in this location would have a direct connection with the recommended cycle track configuration for the 37th Street corridor.

The commercial property adjacent to this location is largely comprised of food establishments, an ideal adjacent land use from the perspective of visibility and activity, adding to the level of perceived safety. The food establishments would also benefit by directly serving future LA River Path users.

If the entire river frontage area at this location becomes available for the gateway, there is an opportunity to add landscaping and interpretive elements that could increase performance through stormwater filtration and enhance user experience. The remaining three potential gateway locations are less desirable from the standpoint of connectivity to the recommended corridor bikeway design and adjacent land use.

Table 15: Gateway Evaluation, Bandini-Soto

Options	NW	W	E	SE
<b>Function</b>				
Driveway Operations				
Connectivity to Corridor/Path				
Transit Access				
<b>Feasibility</b>				
Available Right-of-Way				
Anticipated Coordination				
Cost				
Utility Conflicts				
Rail Considerations				
<b>Desirability</b>				
Perceived Safety				
Adjacent Land Use				
Landscape Performance				
User Experience				

**Criteria****Goals**



*Aerial view of potential gateway location at Bandini-Soto*

### Downey Road

**NW:** Large, vegetated, utility easement with large utility tower adjacent to UPS lot

**NE:** Large gravel parcel with a billboard and multiple rail lines through it

**SW:** Small triangular parcel adjacent with a billboard adjacent to rail





























































**SE:** Small unpaved corner between large warehouse and Downey Rail Bridge

At Downey Road, a gateway at the northwest (NW) location is recommended. This location would likely have a direct connection with the future LA River Path and would have a sidewalk-accessible connection with the recommended cycle track configuration on Vernon Avenue to the south. The adjacent land use is UPS property consisting of a large parking structure and surface lot. Compared to the three other potential gateway locations, there are no rail conflicts at this location.

The size of this potential gateway is large enough to include park-like amenities and landscaping which would add potential shade and stormwater filtration while enhancing user experience. Although there is a large power line transmission tower at this location, there are precedents of parks located in power line corridors, including some along the LA River such as Hollydale Park in South Gate and Salud Park in Paramount.

The remaining three potential gateway locations are less desirable due to possible conflicts with active freight rail lines.

Table 16: Gateway Evaluation, Downey Road

Options	NW	NE	SW	SE
<b>Function</b>				
Driveway Operations				
Connectivity to Corridor/Path				
Transit Access				
<b>Feasibility</b>				
Available Right-of-Way				
Anticipated Coordination				
Cost				
Utility Conflicts				
Rail Considerations				
<b>Desirability</b>				
Perceived Safety				
Adjacent Land Use				
Landscape Performance				
User Experience				

#### Criteria



#### Goals





*Aerial view of potential gateway location at Downey Road*



### Atlantic Boulevard

**NNW:** Large utility easement separated from the river channel by active rail

**NW:** Small triangle at bridge abutment above channel wall

**NE:** Large utility easement separated from the river channel by active rail

**SW:** Small triangle at bridge abutment above channel wall

**SE:** Existing path access and underutilized corridor adjacent to unused rail

The recommended gateway at Atlantic Boulevard is the southeast (SE) location. This location would have a direct connection with the recommended cycle track alignment on Leonis/District Boulevard and a connection with the northern terminus of the existing LA River Path. As such, it would also be connected directly or via a bridge to the southern terminus of the new LA River Path.

This gateway would also be the closest to nearby residential neighborhoods and schools to the west, including Vernon Village Park and Maywood Elementary School. Directly across the street from the SE gateway location is an Amazon fulfillment center. In general, there is good visibility and a high level of activity adjacent to the gateway, which increases perceived safety for users. Depending on the ultimate size of this gateway, there may be opportunities to incorporate additional amenities and landscaping for stormwater filtration and to enhance user experience. The other potential gateway locations are less desirable due to possible conflicts with active rail lines and/or limited space for amenities and landscaping.

Table 17: Gateway Evaluation, Atlantic Boulevard

Options	NNW	NW	NE	SW	SE
<b>Function</b>					
Driveway Operations					
Connectivity to Corridor/Path					
Transit Access					
<b>Feasibility</b>					
Available Right-of-Way					
Anticipated Coordination					
Cost					
Utility Conflicts					
Rail Considerations					
<b>Desirability</b>					
Perceived Safety					
Adjacent Land Use					
Landscape Performance					
User Experience					

#### Criteria



#### Goals





*Aerial view of potential gateway location at Atlantic Boulevard.*

## 07 PREFERRED CONCEPTS

# Overview

Following the evaluation process, an alternative was selected as the highest-ranking for each corridor and gateway. These highest-ranking alternatives have been developed into more detailed conceptual designs on the following pages. The concepts reflected in this section do not necessarily reflect the City of Vernon's preferred design, but rather the design that scored the highest according to the evaluation process in the previous chapter.

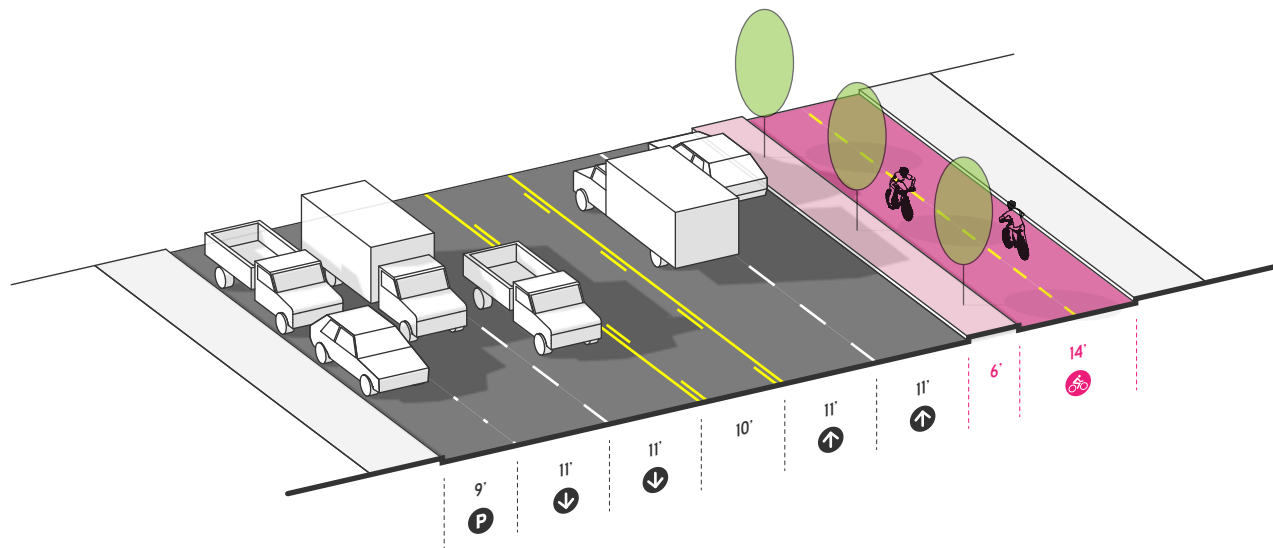
Corridor conceptual designs are presented in cross section and plan format, and include conceptual treatments for intersections and overall roadway restriping. Conflict points, such as driveways, intersections, and rail crossings, have been identified.

Gateway conceptual designs identify specific locations for the gateways, as well as conceptual layout and content of programmatic elements. As the final design of gateways will likely be influenced by future project partners and adjacent businesses, these designs have been kept high-level in this plan, and cost estimates factor in a degree of uncertainty in the final design.

The cost estimates for the corridors are for full roadway reconstruction and are broken down to allow the city to pursue funding from various grant sources.

As an interim quick-build measure as a phased approach, the cycle tracks could be implemented with a lower capital cost with paint and delineators.

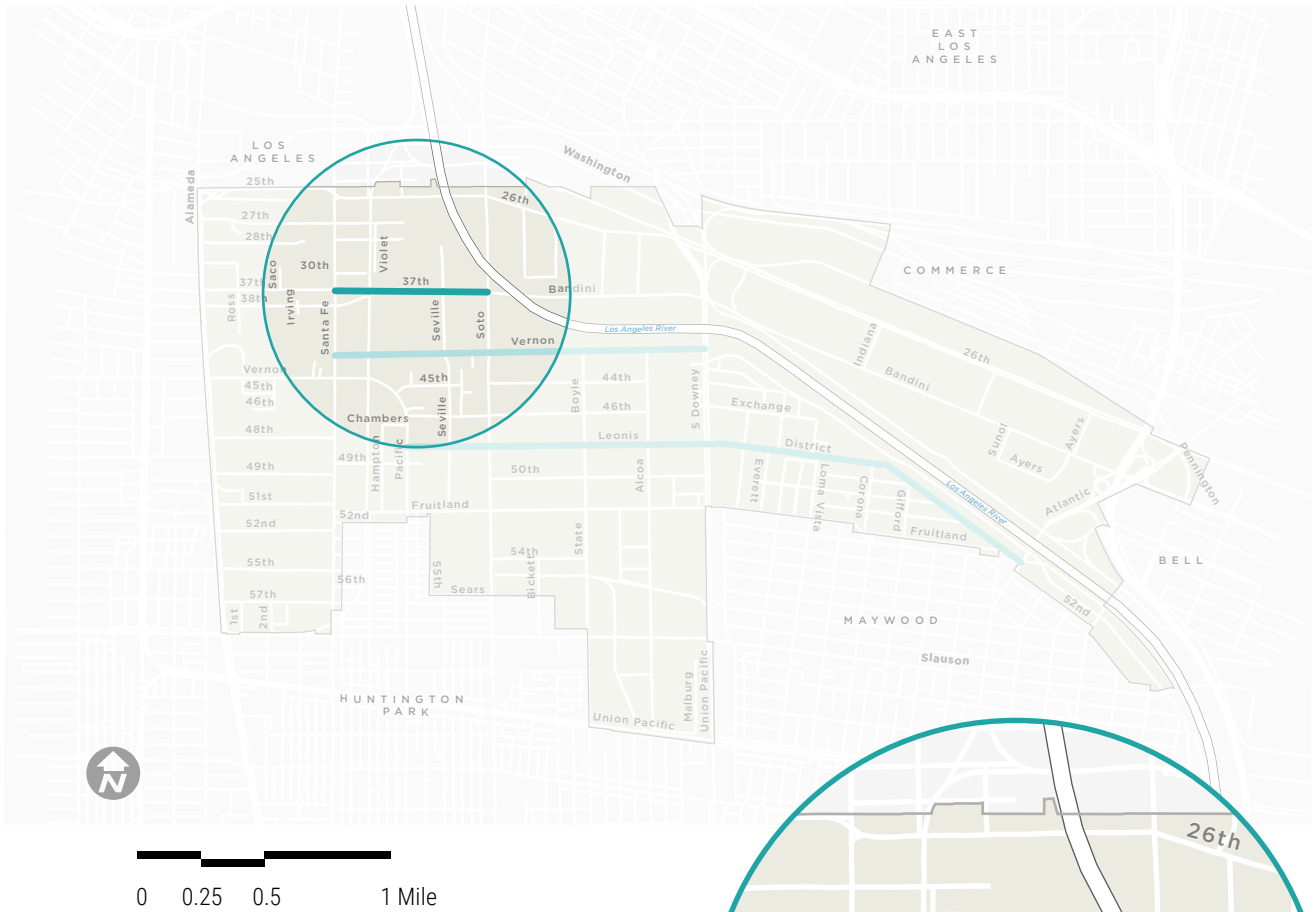
## 37th St



A 2-way cycletrack situated on the north side of the corridor is recommended. This configuration would have the least impact on existing driveways, crossing 8 driveways as opposed to 12 if it were to be located on the south side. A dual one-way cycle track configuration would impact a total of 20 driveways. The 2-way option is more predictable due to the need for dedicated bicycle signal phasing at intersections, which is where a majority of bicyclist involved collisions tend to occur. 2-way cycletracks are less predictable at driveways because drivers need to look both directions for oncoming bicycle traffic. However, 2-way cycletracks can be made more predictable at driveways by utilizing potential design treatments such as a stop condition combined with warning striping that gives priority to vehicle traffic entering and exiting. Existing signalized intersection

operations (Level of Service) remain unchanged for both a 2-way and 1-way design alternative. From a connectivity standpoint, a cycletrack located on the north side of the corridor would have a more direct connection to the future LA River Path. Between the two 2-way cycletrack options, option B is preferred from a best practices standpoint, as it provides the widest buffer and operating envelope for bicyclists. It also scores the highest perceived safety, landscape performance, and user experience amongst the alternatives. Trees and landscaping have the potential to provide stormwater capture while adding vertical delineation and shade.





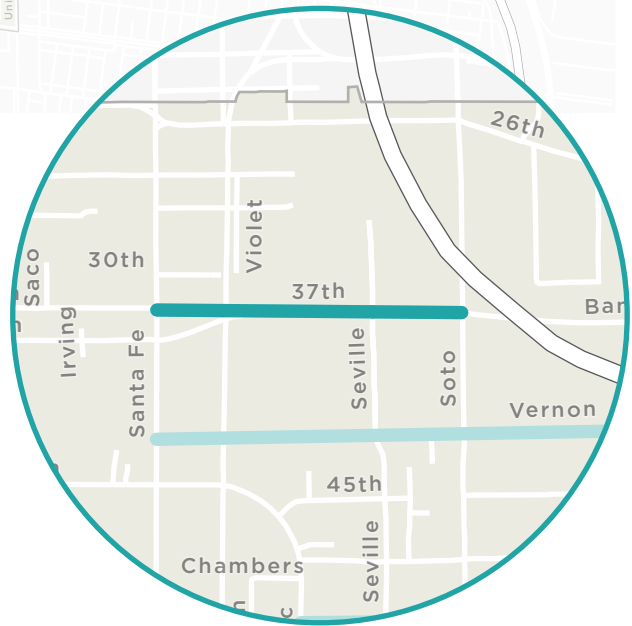
## PROJECT HIGHLIGHTS

- .7 miles of protected two-way cycletrack
- 48 new street trees
- 9,000 square feet of new landscape
- Potential direct connection to Bandini-Soto gateway
- Potential Stormwater Capture

## ESTIMATED COST TO COMPLETE

In addition to hard costs, the following planning-level estimates include anticipated soft costs, such as environmental clearance, final design, staff hours, and contingency.

Costs are broken down into categories based on grant eligibility and the ability to construct a project based upon available funding.



ITEM	COST
Cycle Track	\$1,850,000
Bicycle Signals + Signal Modification	\$710,000
Pedestrian Scale Lighting	\$750,000
Protected Intersection	\$1,170,000
Landscape & Irrigation	\$1,290,000
Water Quality Treatment	\$1,730,000
<b>TOTAL in 2020</b>	<b>\$7,500,000</b>
<b>TOTAL in 2025</b>	<b>\$9,020,000</b>
<b>TOTAL in 2030</b>	<b>\$13,040,000</b>



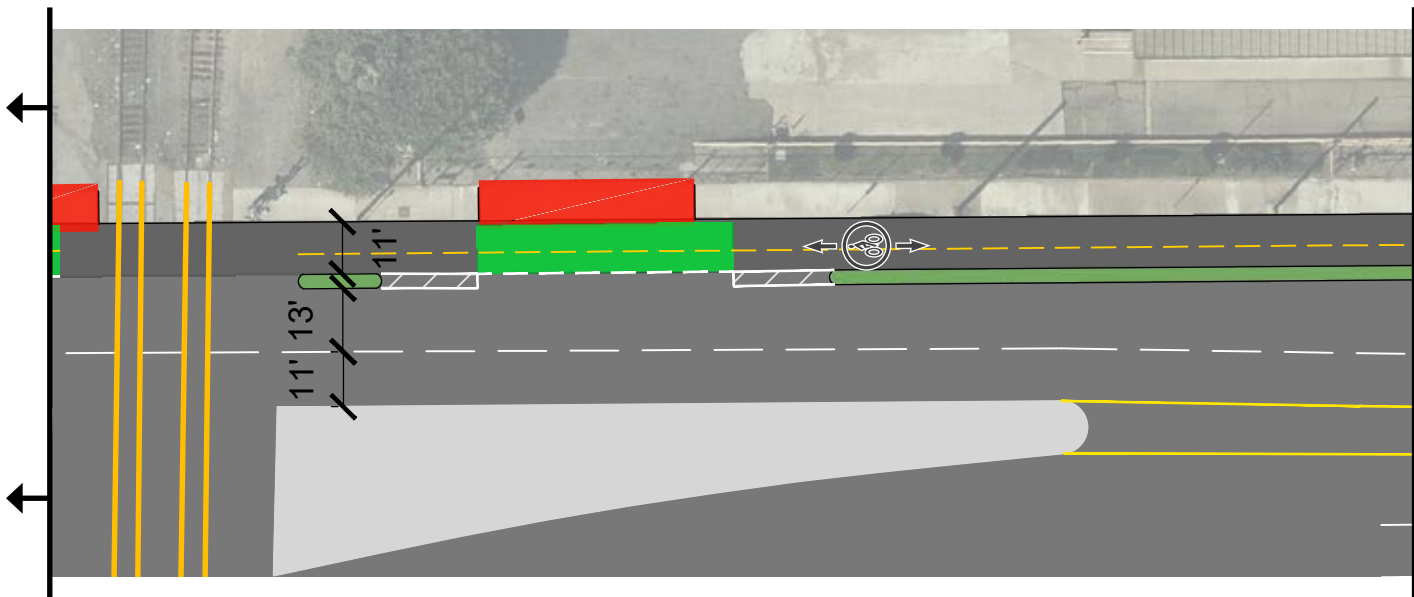
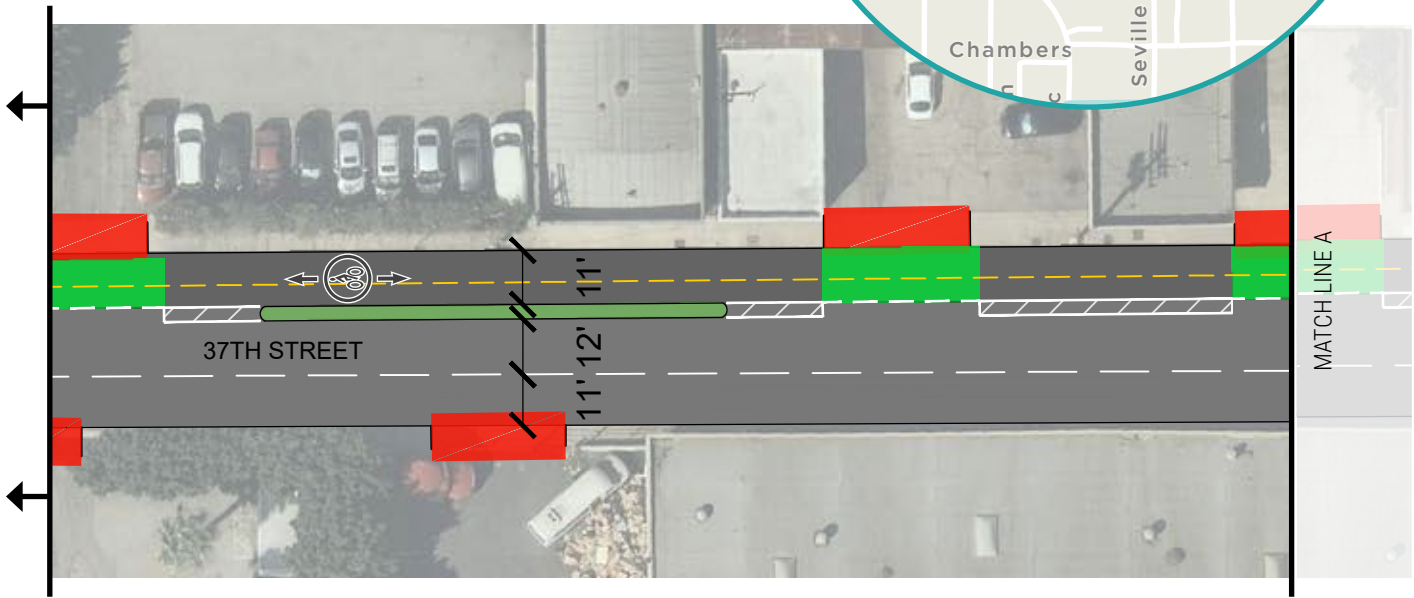
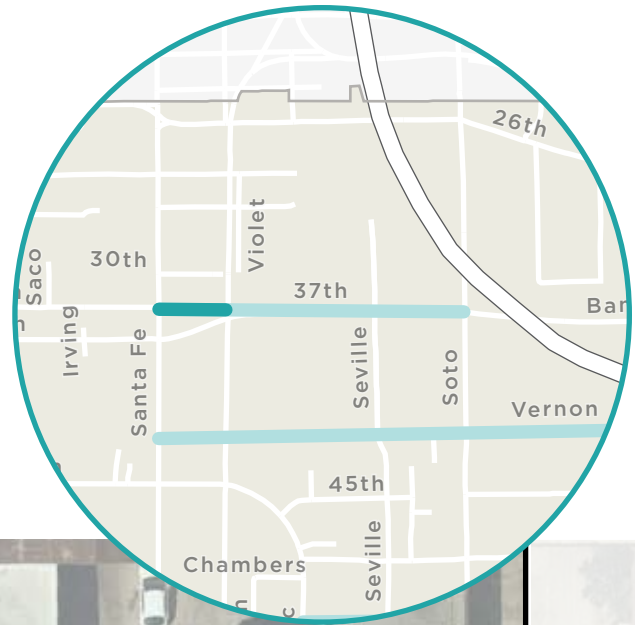
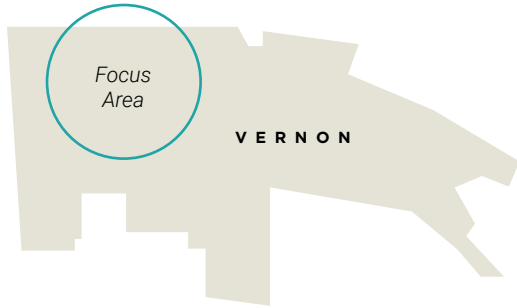
## 37TH ST SAMPLE CONCEPT MAPS

**Note:** all roadway striping is for conceptual layout purpose only



See Appendix A for complete  
Corridor Concept maps



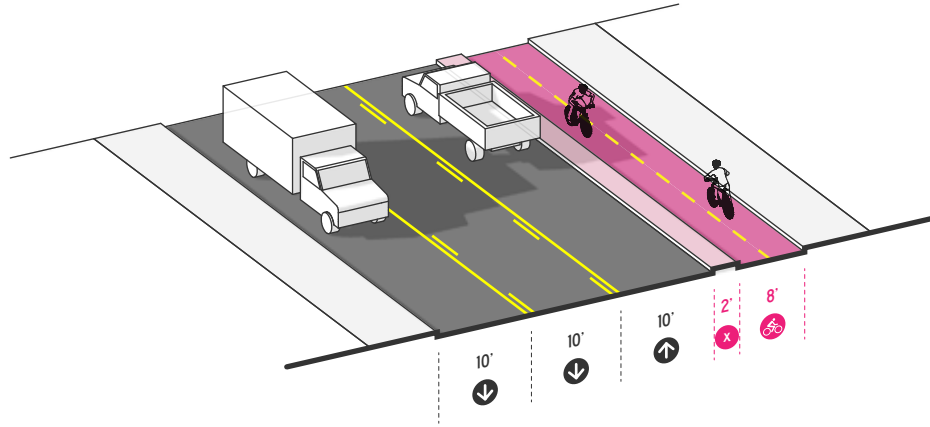


- Driveway
- Bus Stop
- Rail Line
- ← → Cycle Track
- Turn Lane
- P Parking Lane
- Bicycle Signal Phasing

0 10 20 40 ft

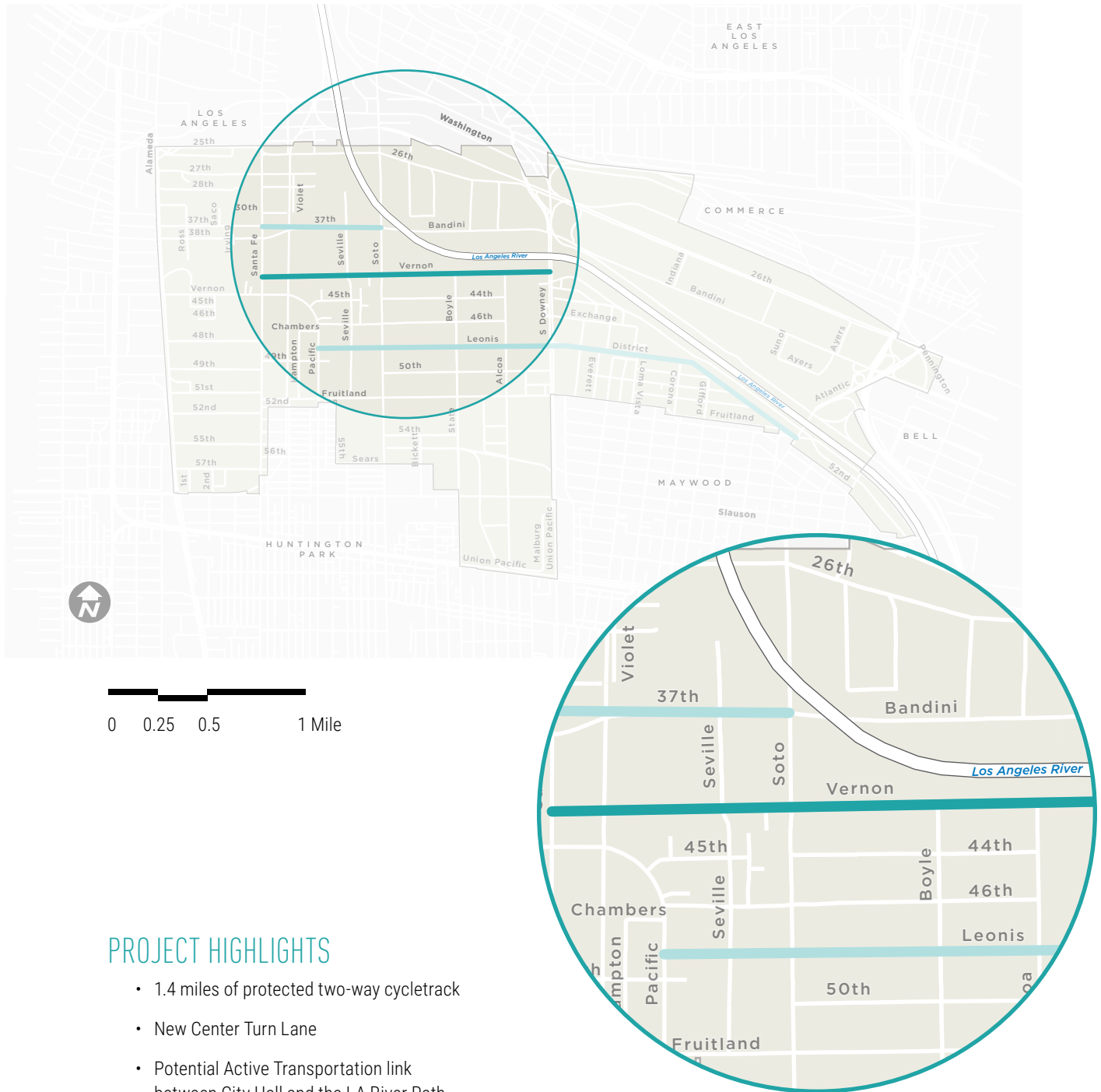
See Appendix A for complete Corridor Concept maps

# Vernon Ave



Based on results of the evaluation process a 2-way cycletrack design located on the north side of the corridor is recommended. A cycletrack on the north side would impact 32 driveways on the north side as compared to 29 on the south side. A dual one-way cycletrack alternative would impact 61 driveways. No design alternative would impact street parking, as none is currently available on Vernon Ave. From a perspective of safety and roadway function the two-way cycletrack alternative is preferred since it would combine with the addition of a center turn lane on the roadway. This center turn lane creates a refuge for vehicles making left turn movements into driveways that would otherwise stop traffic and allows vehicles to proceed around larger right-turning vehicles which may block a travel lane. A two-way cycletrack on the north side of the corridor

would also have a higher level of connectivity to the future LA River Path and a greater level of predictability at intersections due to the need for dedicated bicycle signal phasing. In this alternative, the level of service would degrade by one grade at two of four signalized intersections, although the LOS would still be D or above throughout the corridor. The configuration of the 2-way cycletrack on Vernon Ave follows minimum width guidelines in constrained locations and the 2-foot buffer could allow for vertical delineation in the form of a raised concrete island configuration and could also be fitted with bollards or other forms of physical protection.



## PROJECT HIGHLIGHTS

- 1.4 miles of protected two-way cycletrack
- New Center Turn Lane
- Potential Active Transportation link between City Hall and the LA River Path

## ESTIMATED COST TO COMPLETE

In addition to hard costs, the following planning-level estimates include anticipated soft costs, such as environmental clearance, final design, staff hours, and contingency.

Costs are broken down into categories based on grant eligibility and the ability to construct a project based upon available funding.

ITEM	COST
Cycle Track	\$4,440,000
Bicycle Signals + Signal Modification	\$710,000
Pedestrian Scale Lighting	\$1,810,000
Protected Intersection	\$1,170,000
Landscape & Irrigation	\$3,090,000
Water Quality Treatment	\$4,150,000
<b>TOTAL in 2020</b>	<b>\$15,370,000</b>
<b>TOTAL in 2025</b>	<b>\$18,480,000</b>
<b>TOTAL in 2030</b>	<b>\$26,710,000</b>



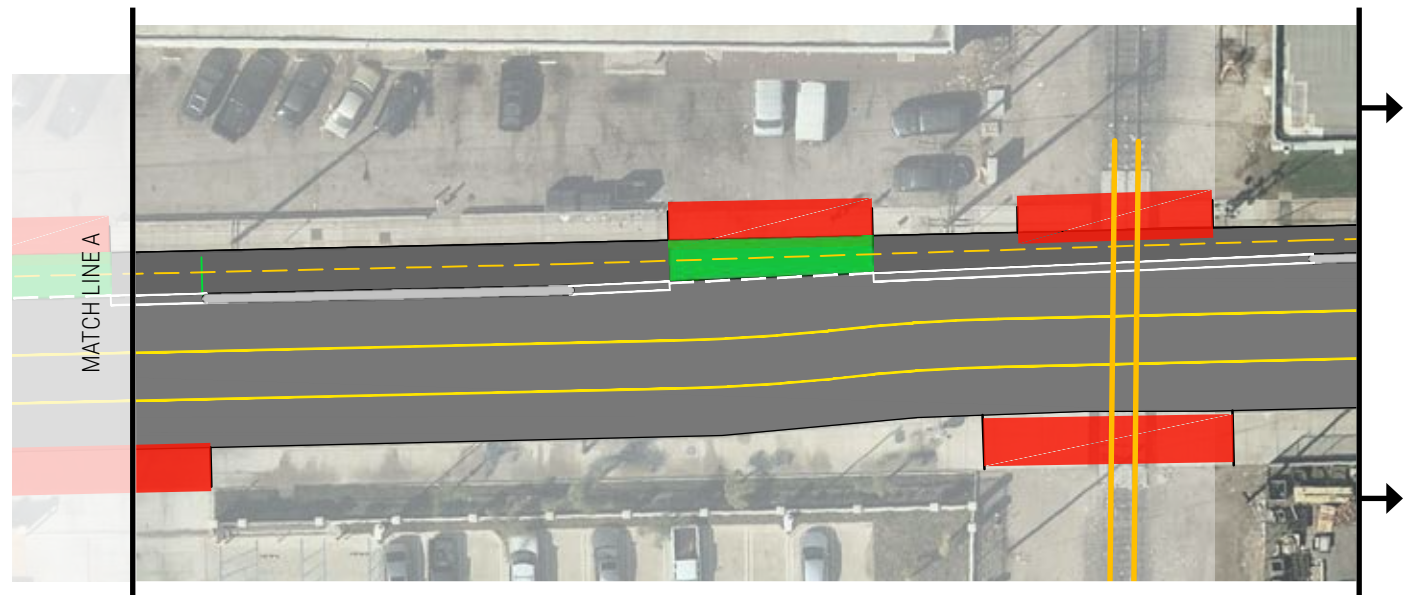
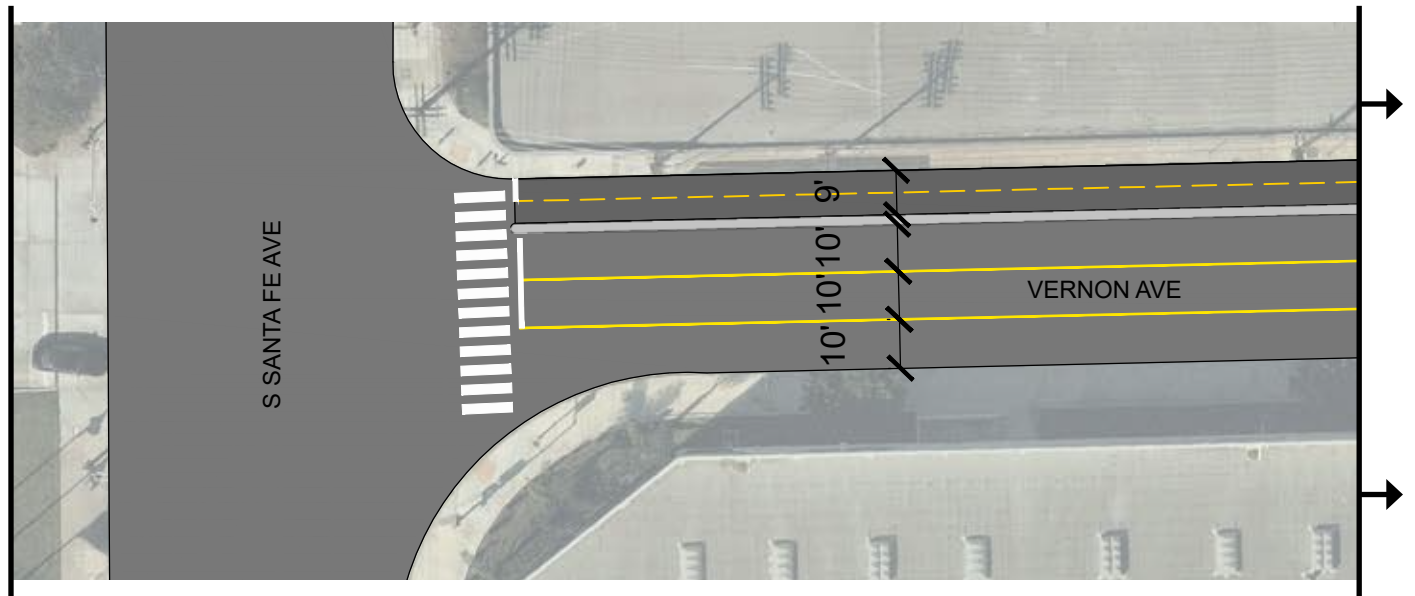


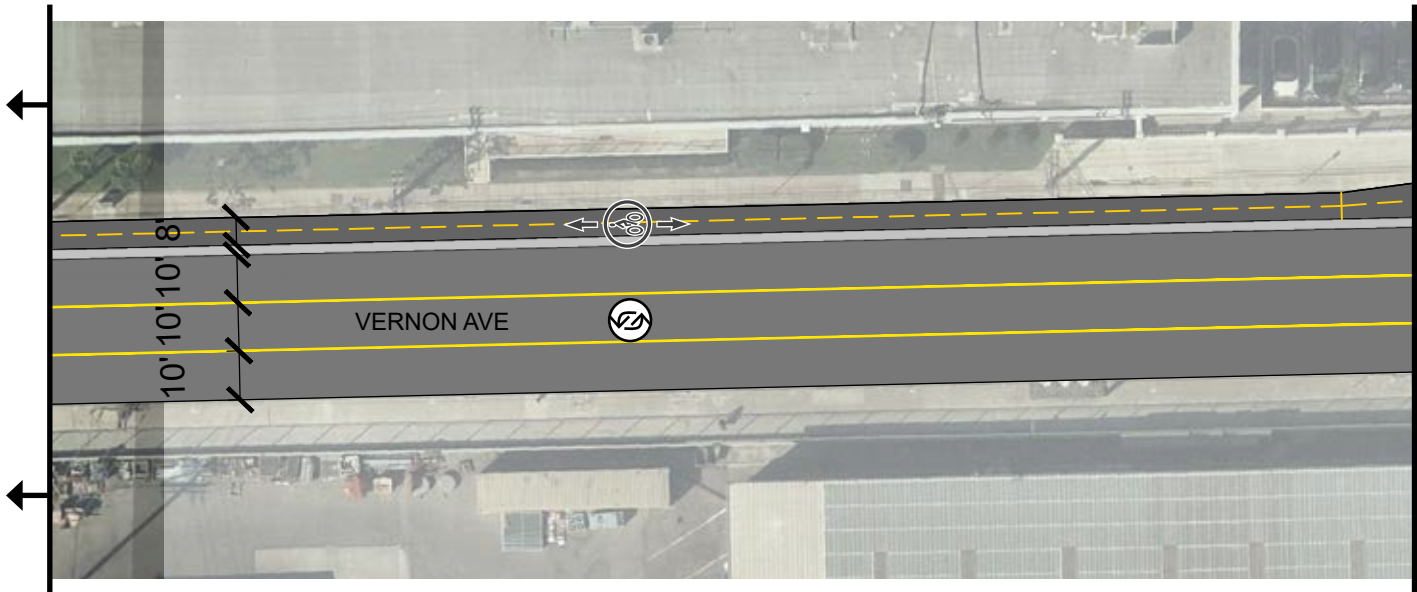
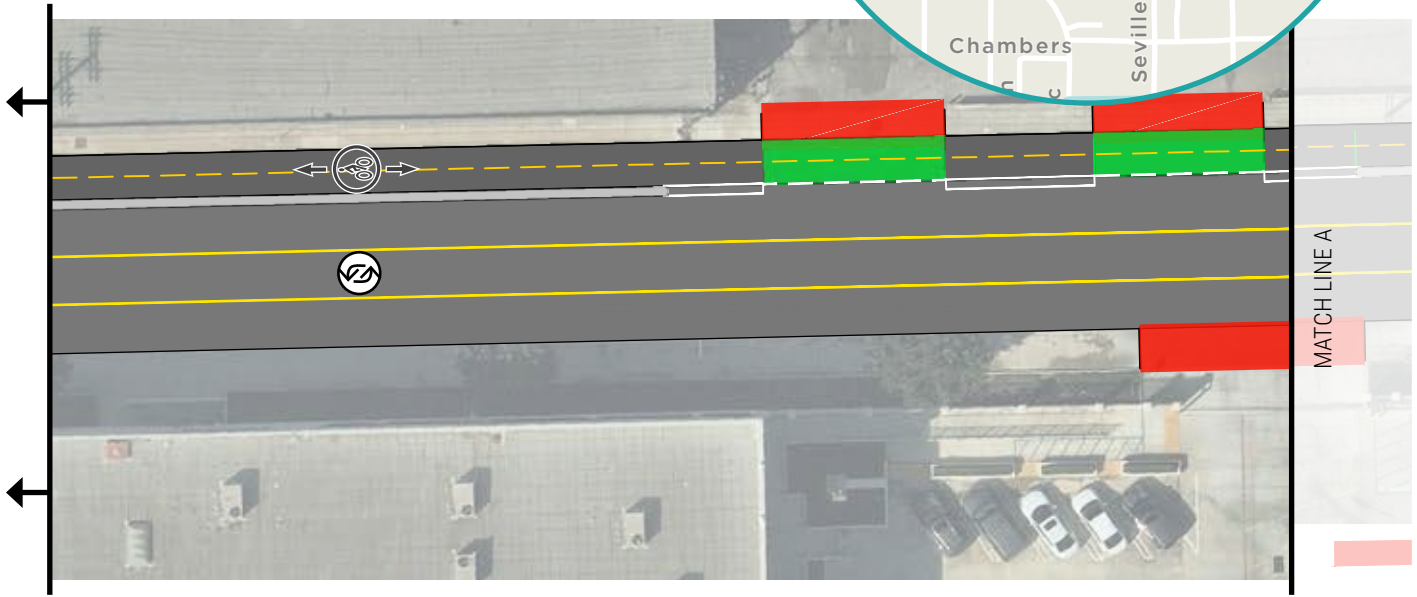
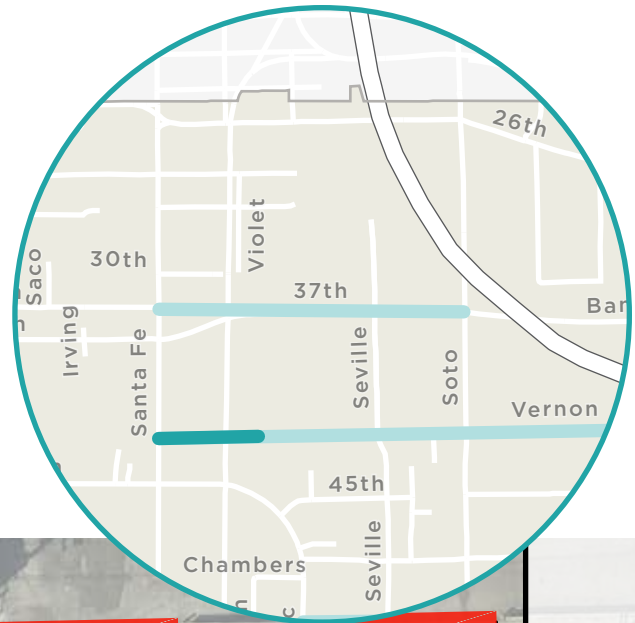
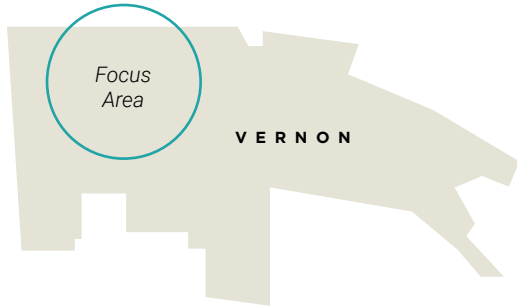
## VERNON AVE SAMPLE CONCEPT MAPS

**Note:** all roadway striping is for conceptual layout purpose only



See Appendix A for complete  
Corridor Concept maps



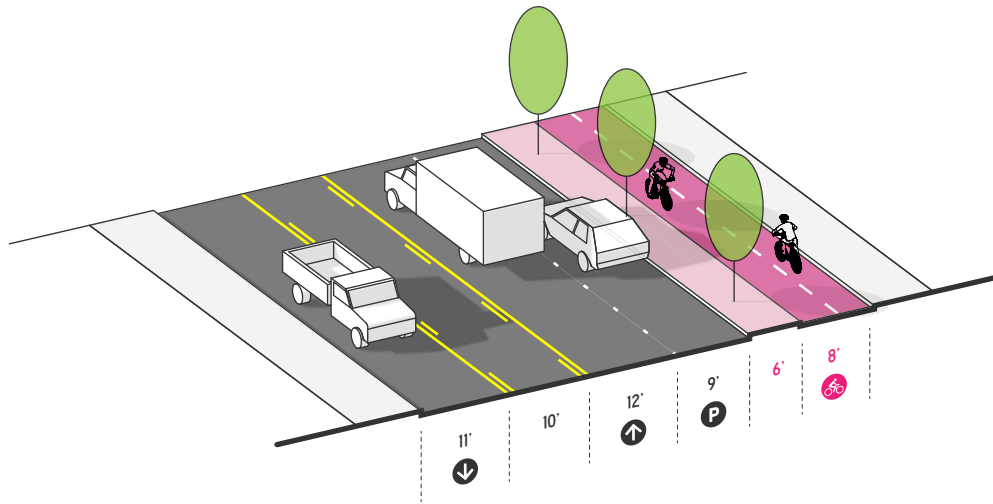


- Driveway
- Cycle Track
- Parking Lane
- Bus Stop
- Turn Lane
- Rail Line
- Bicycle Signal Phasing

0 10 20 40 ft

See Appendix A for complete Corridor Concept maps

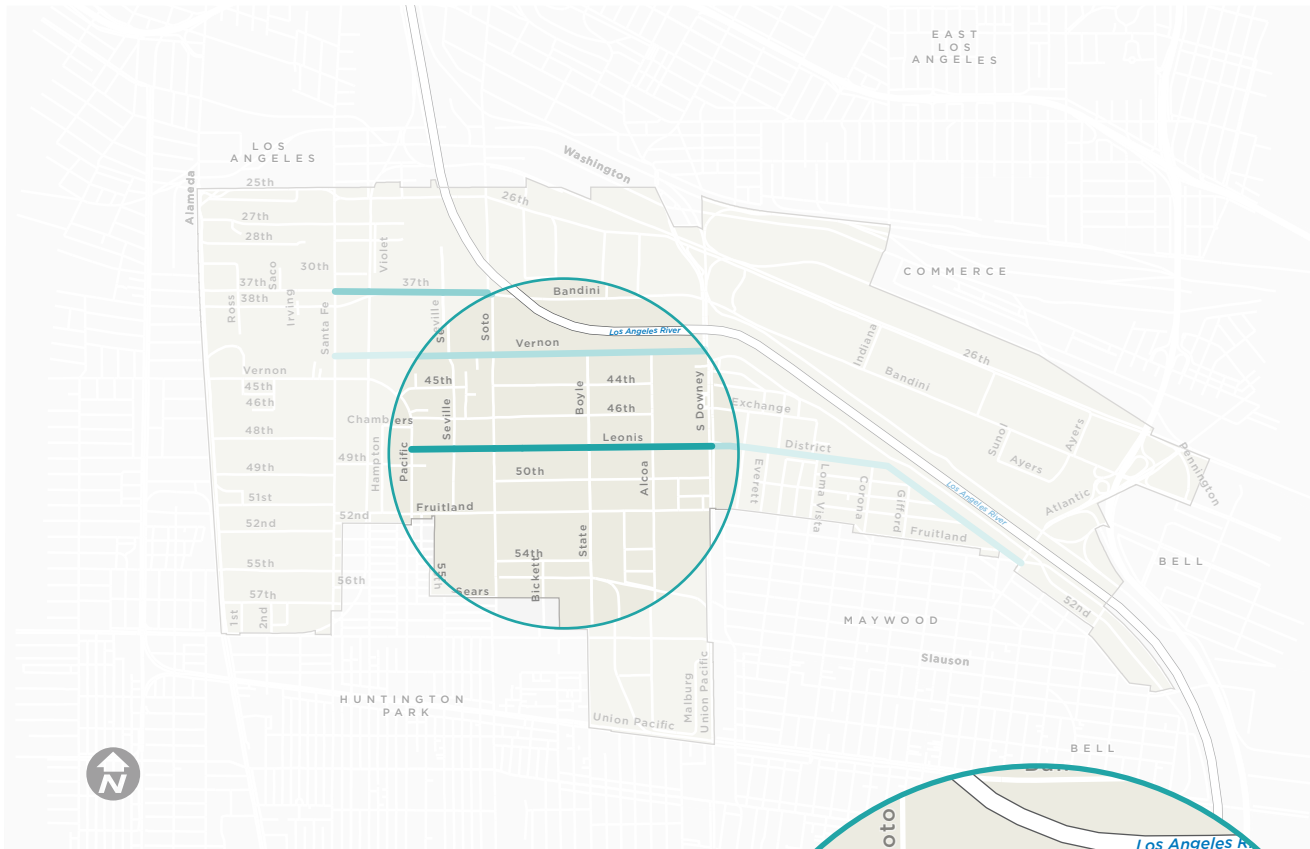
# Leonis Blvd



## HEADLINE

The recommended conceptual design alternative for Leonis Blvd is a two-way cycletrack situated on the north side of the corridor. A cycletrack on the north side would impact a total of 27 driveways vs. 35 on the south side. If a two (2) one-way cycletrack configuration were pursued, it would impact a total of 62 driveways. From a predictability standpoint, the two-way option would be more predictable at intersections through dedicated bicycle signal phasing. 2-way cycletracks are less predictable at driveways because drivers need to look both directions for oncoming bicycle traffic. They can be made more predictable at driveways by utilizing potential design treatments such as a stop condition combined with warning striping that gives priority to vehicle traffic

entering and exiting. A 2-way cycletrack would degrade the level of service on all 4 signalized intersections with two intersections dropping to LOS F from a current level of C and D respectively. From a connectivity standpoint, a cycletrack on the north side of the corridor would have a greater level of connection with the future LA River Path. Parking on Leonis Blvd is generally provided on one side of the street, often alternating sides, as one moves down the corridor. The 2-way cycletrack option keeps parking on one side of street and would have minimal impact to parking utilization rates. Option B the preferred alternative from a best practices standpoint, as it provides the widest buffer and operating envelope for bicyclists. It also scores the highest perceived safety, landscape performance, and user experience amongst the alternatives. Trees and landscaping have the potential to provide stormwater capture while adding vertical delineation and shade for the comfort of cycletrack users.



0 0.25 0.5 1 Mile

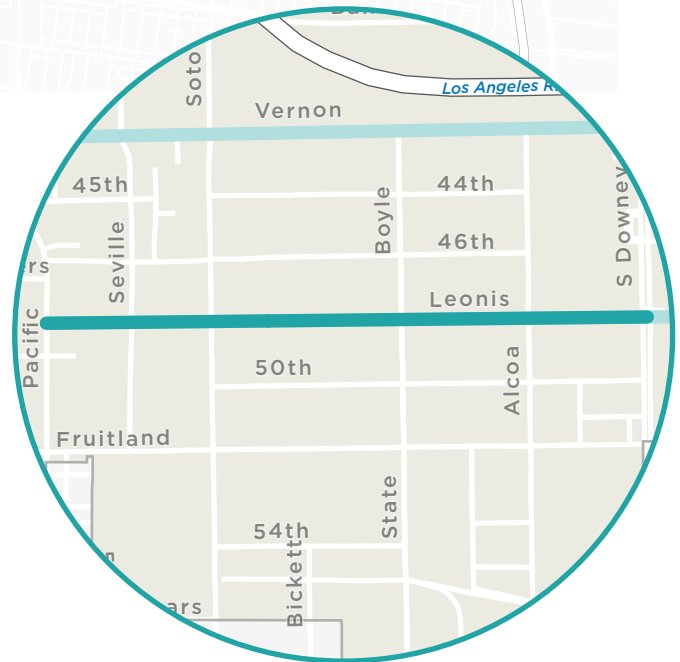
## PROJECT HIGHLIGHTS

- 1.2 miles of protected two-way cycletrack (2.5 miles including District Blvd. portion)
- 96 new street trees
- 20,000 square feet of new landscape
- Potential direct connection to Atlantic Blvd. gateway
- New Roadway Configuration adds Center Turn Lane
- Potential Stormwater Capture

## ESTIMATED COST TO COMPLETE

In addition to hard costs the following planning-level estimates include anticipated soft costs, such as environmental clearance, final design, staff hours, and contingency.

Costs are broken down into categories based on grant eligibility and the ability to construct a project based upon available funding.



ITEM	COST
Cycle Track	\$3,590,000
Bicycle Signals + Signal Modification	\$1,170,000
Pedestrian Scale Lighting	\$1,460,000
Protected Intersection	\$1,950,000
Landscape & Irrigation	\$2,500,000
Water Quality Treatment	\$3,360,000
<b>TOTAL in 2020</b>	<b>\$14,030,000</b>
<b>TOTAL in 2025</b>	<b>\$16,870,000</b>
<b>TOTAL in 2030</b>	<b>\$24,380,000</b>

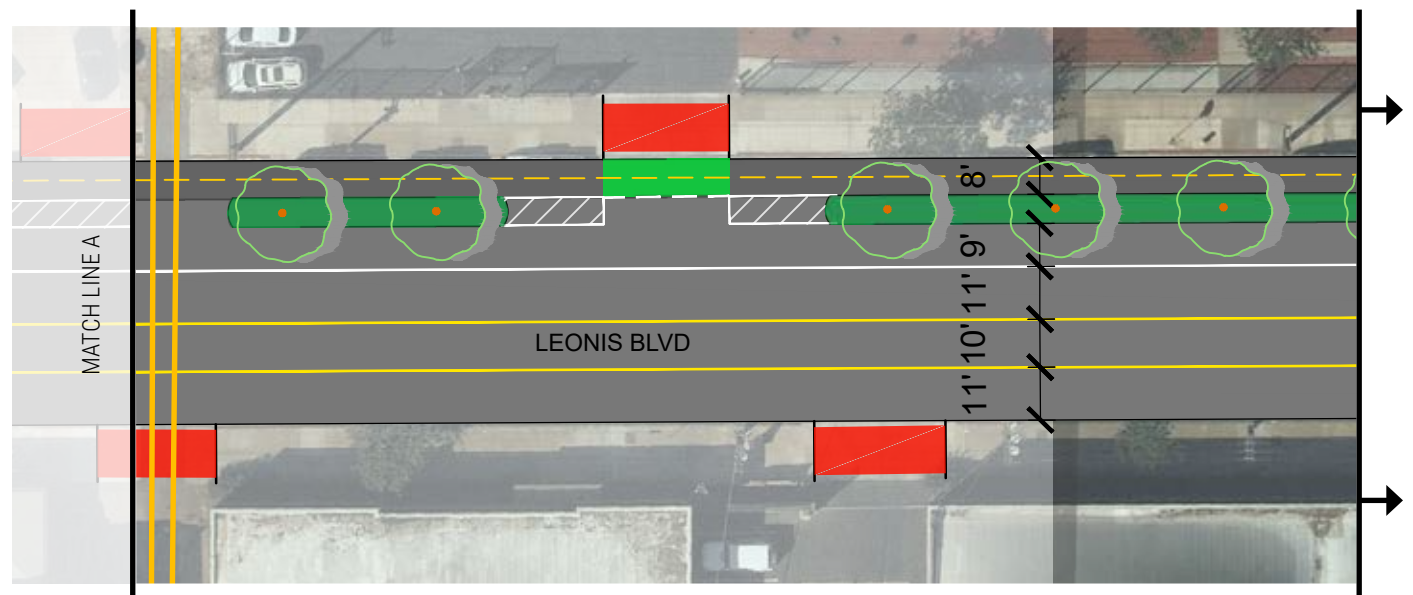
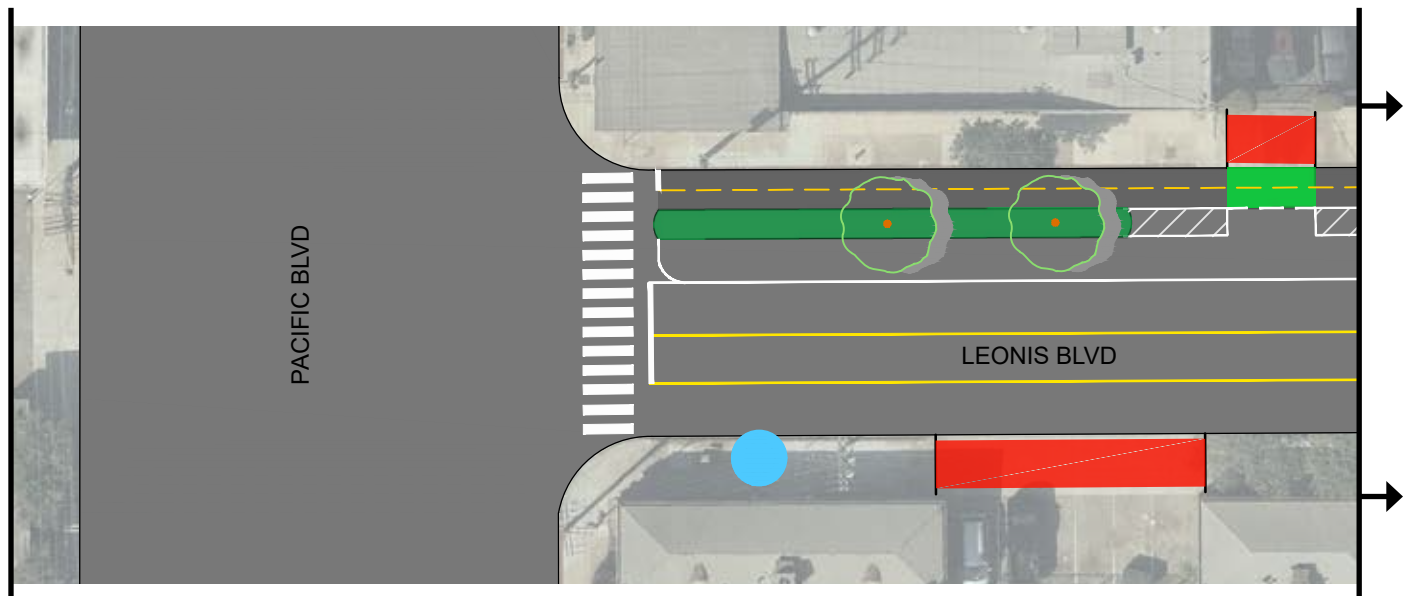


## LEONIS BLVD SAMPLE CONCEPT MAPS

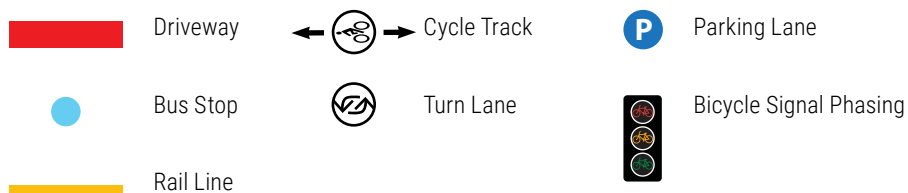
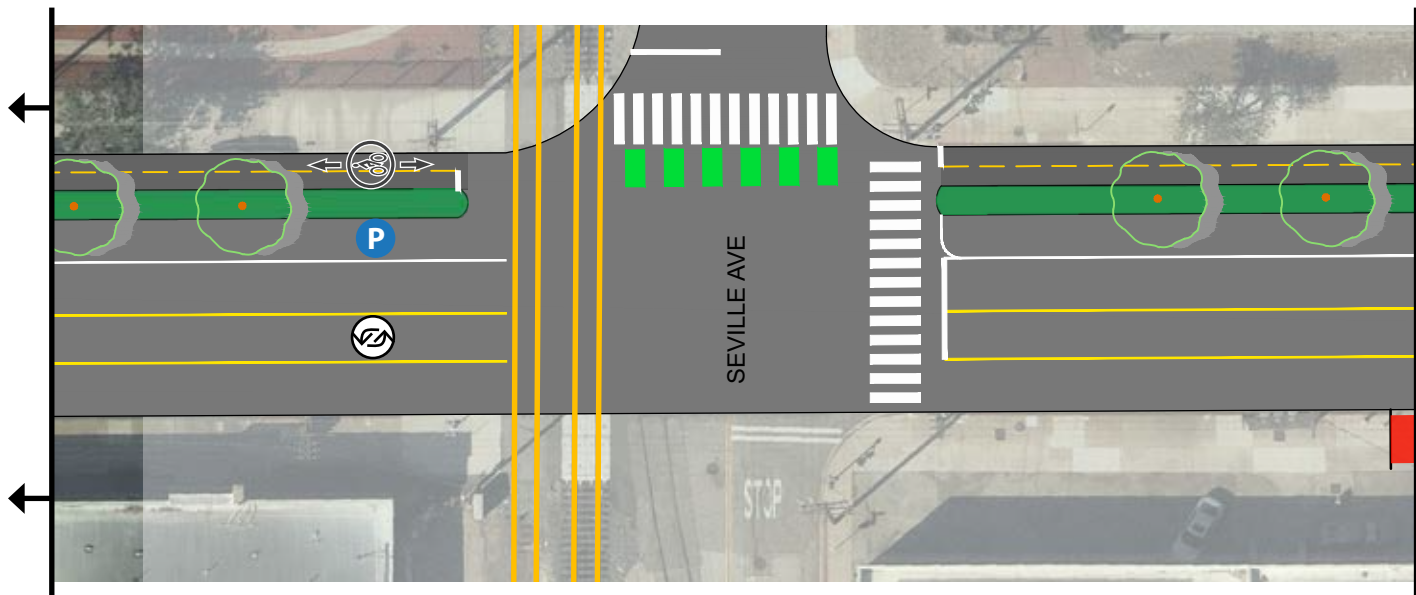
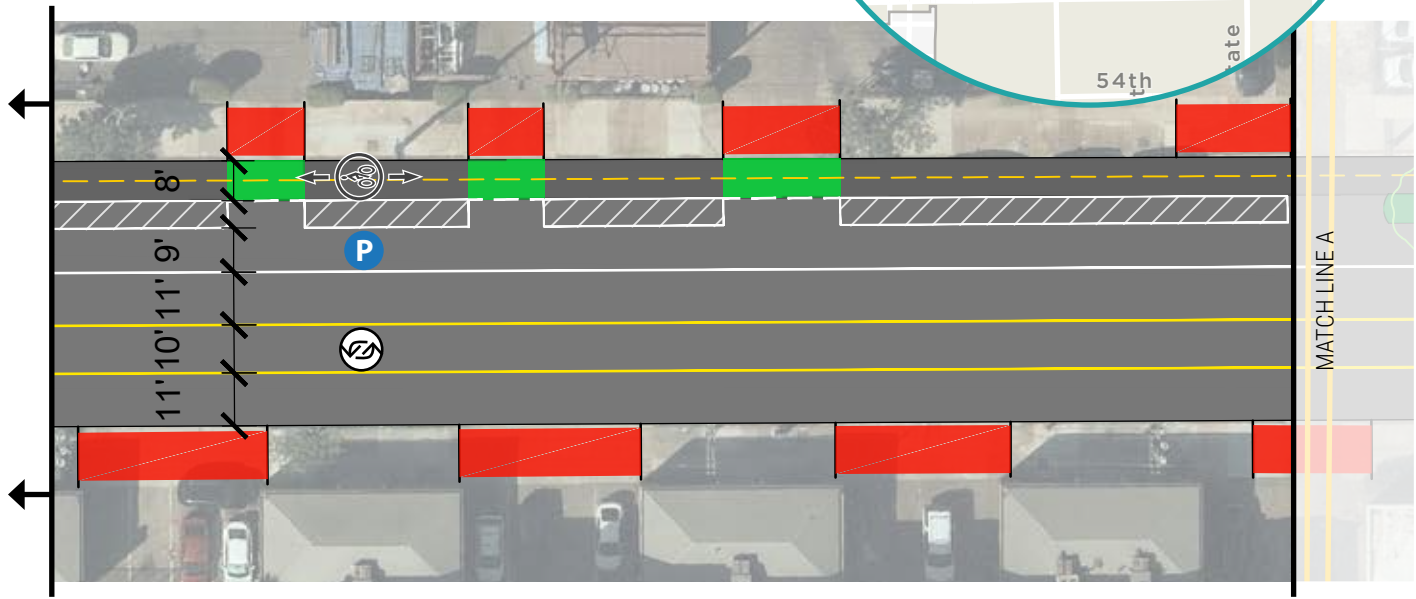
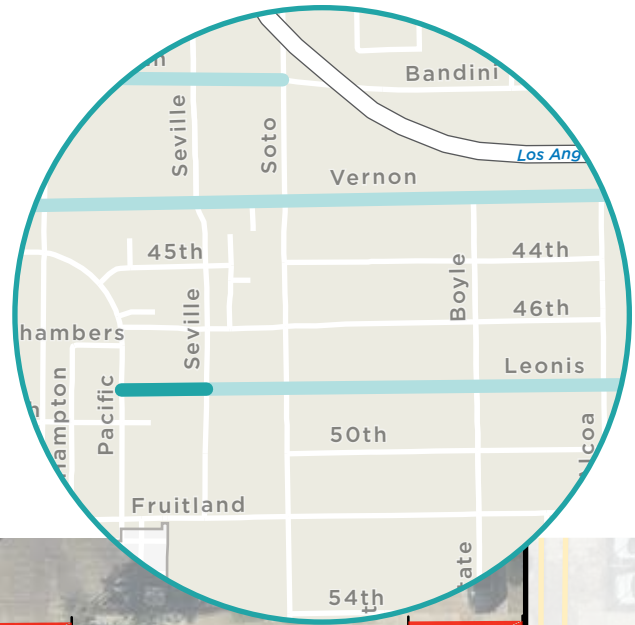
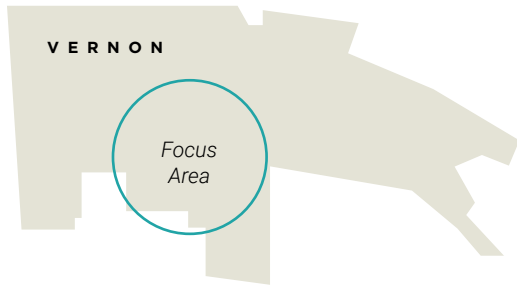
**Note:** all roadway striping is for conceptual layout purpose only



See Appendix A for complete  
Corridor Concept maps



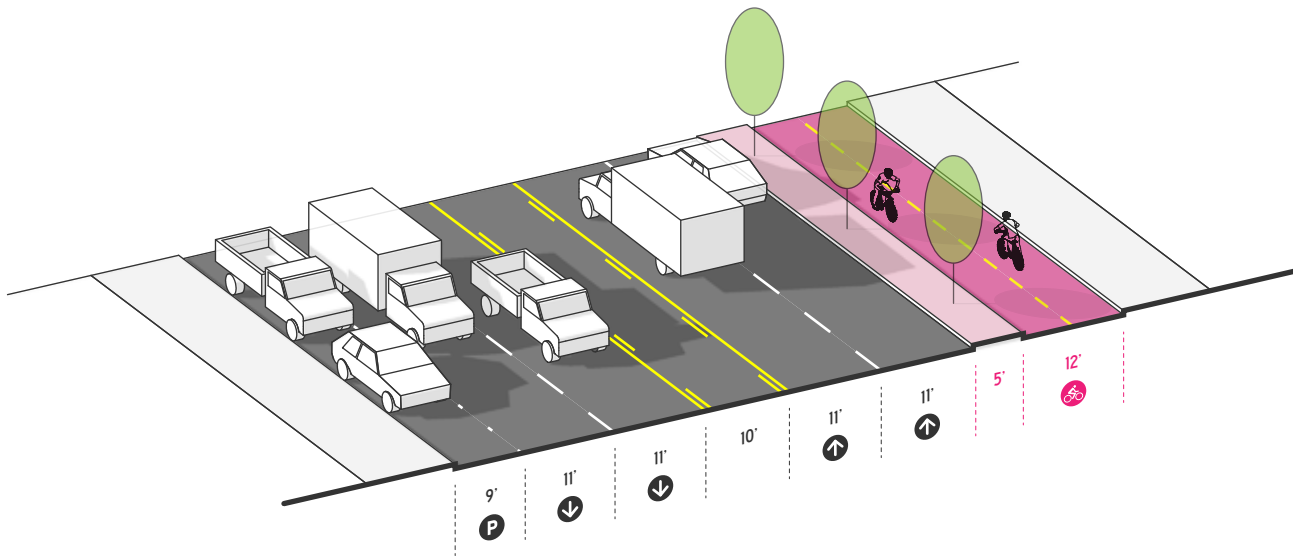




0 10 20 40 ft

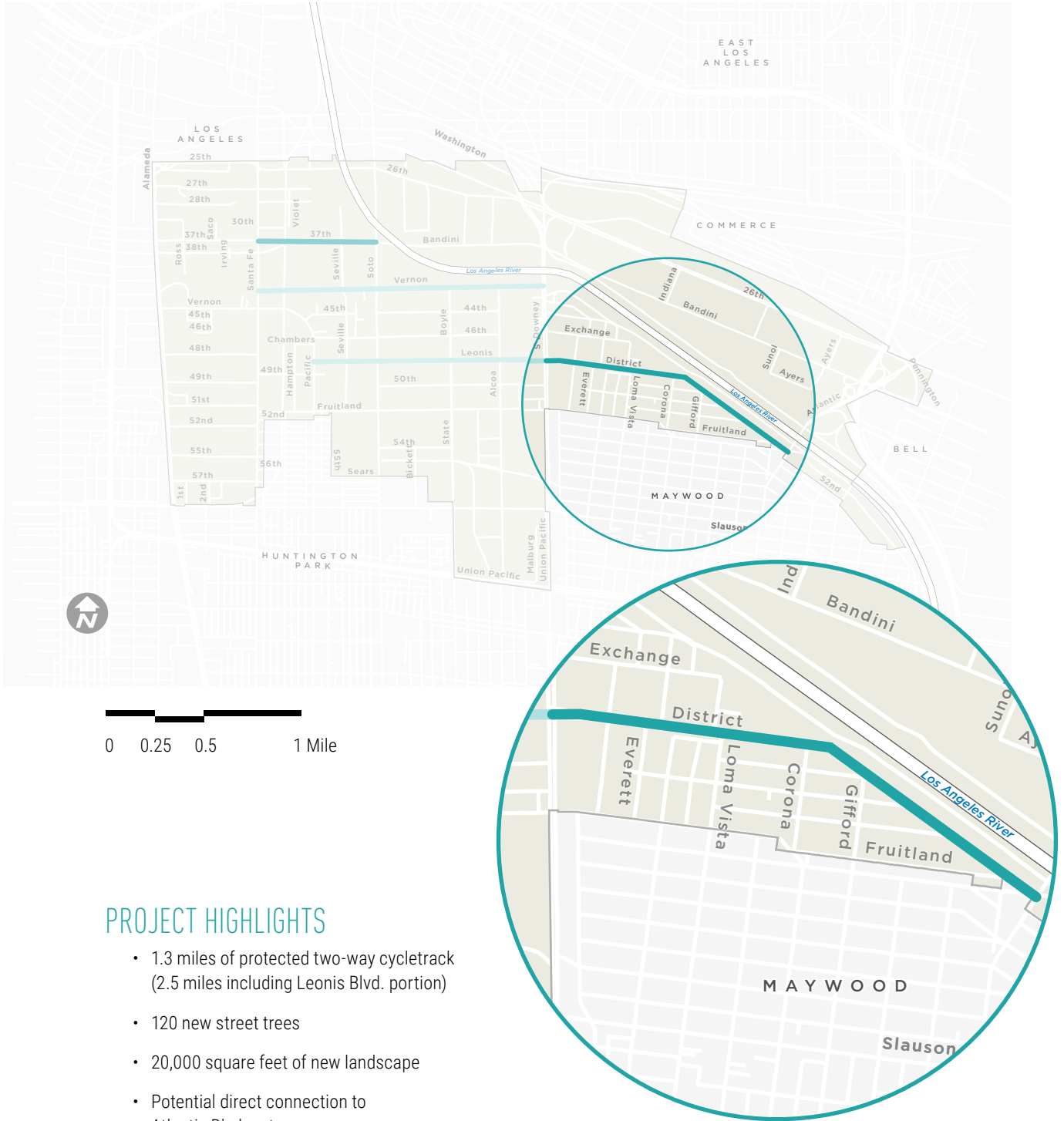
See Appendix A for complete Corridor Concept maps

## District Blvd



On the District Blvd segment of the corridor, a 2-way cycletrack on the north side is recommended. This configuration would impact a total of 24 driveways as opposed to 23 on the south side. If a dual one-way cycletrack configuration were pursued, a total of 47 driveways would be impacted. The north side of District boulevard also has less intersections than the south side, a total of 3 as opposed to 8. A cycletrack on the north side would also have a more direct connection to the future LA River Path. Two-way option B would allow for a wider buffer between the cycletrack and travel lanes by removing parking on the north side of the street. The loss of parking could potentially be absorbed by the surface parking lots adjoining many businesses along

the corridor. The wider buffer would allow potential shade trees and landscaping that could add to cycletrack user experience and comfort while potentially providing stormwater capture. The two-way option would also be more predictable through intersections as a result of dedicated bicycle signal phasing. However, it would be less predictable at driveway crossings, as drivers would have to look both ways for oncoming bicycle traffic, although driveway design can be configured to make the cycletrack crossings more predictable by prioritizing the movement of entering and exiting vehicles.



0 0.25 0.5 1 Mile

## PROJECT HIGHLIGHTS

- 1.3 miles of protected two-way cycletrack (2.5 miles including Leonis Blvd. portion)
- 120 new street trees
- 20,000 square feet of new landscape
- Potential direct connection to Atlantic Blvd. gateway
- Potential Stormwater Capture

## ESTIMATED COST TO COMPLETE

The following planning-level estimates include anticipated soft costs, such as environmental clearance, final design, staff hours, and contingency.

Costs are broken down into categories based on grant eligibility and the ability to construct a project based upon available funding.

ITEM	COST
Cycle Track	\$7,610,000
Bicycle Signals + Signal Modification	\$1,640,000
Pedestrian Scale Lighting	\$3,090,000
Protected Intersection	\$2,730,000
Landscape & Irrigation	\$5,290,000
Water Quality Treatment	\$7,110,000
<b>TOTAL in 2020</b>	<b>\$13,730,000</b>
<b>TOTAL in 2025</b>	<b>\$16,510,000</b>
<b>TOTAL in 2030</b>	<b>\$23,860,000</b>

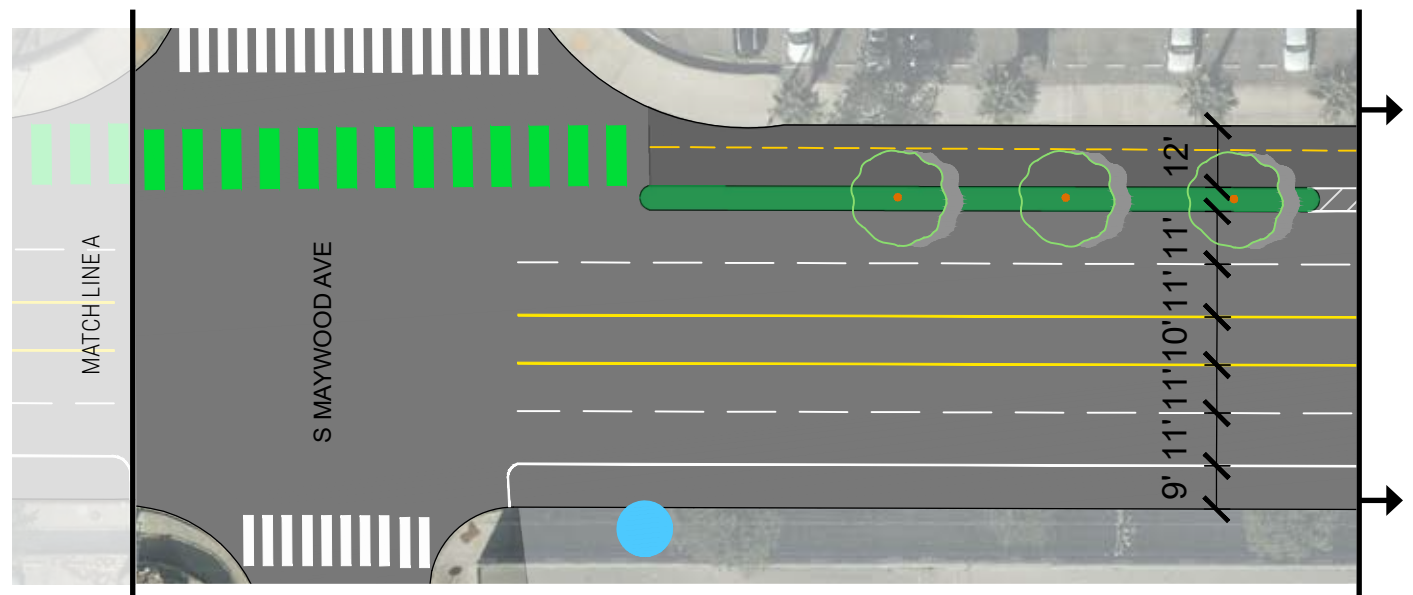
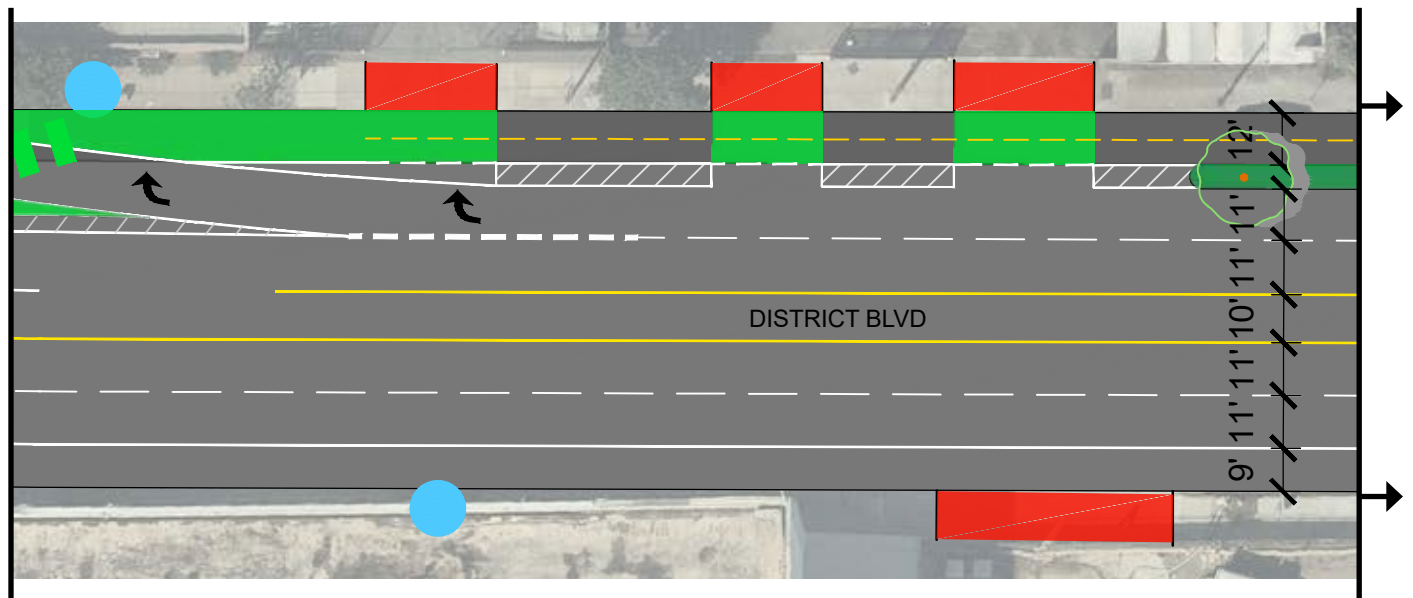


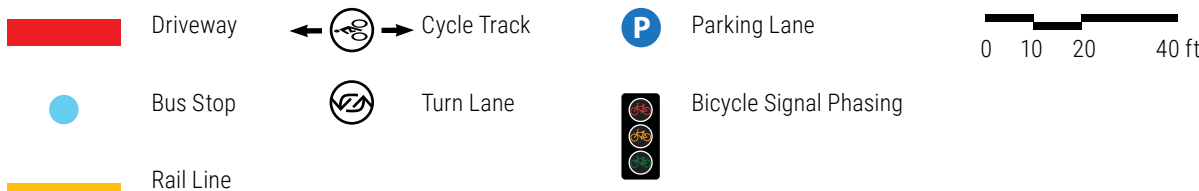
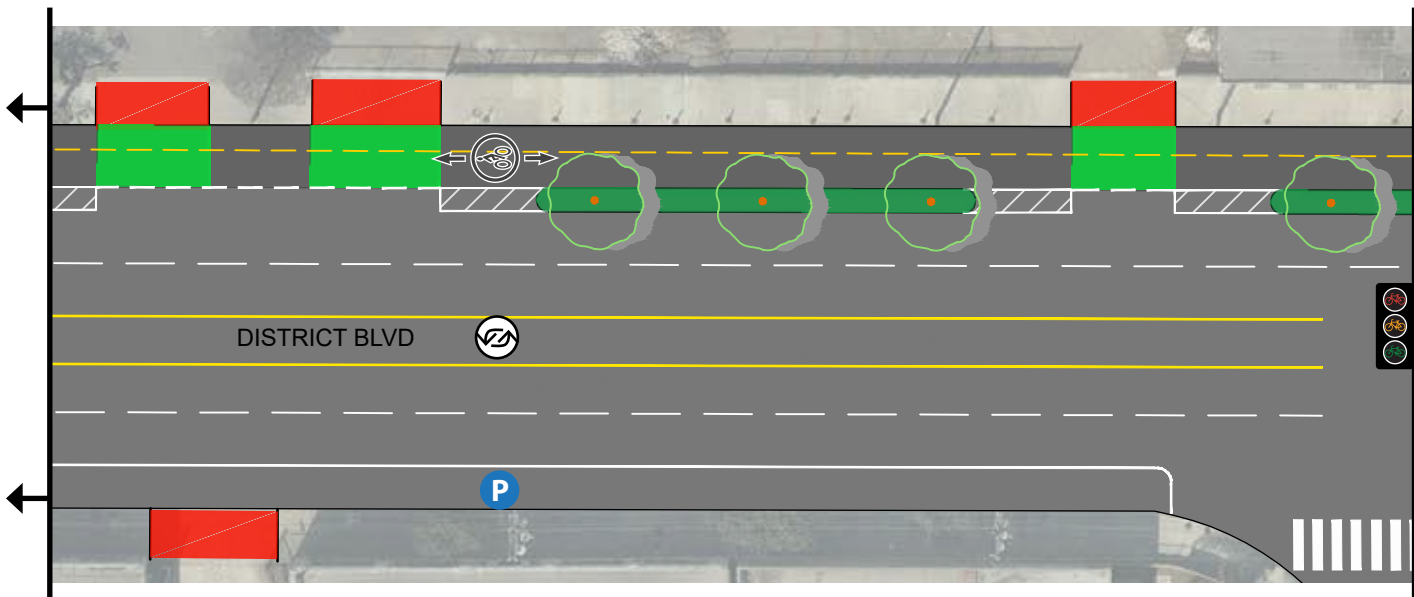
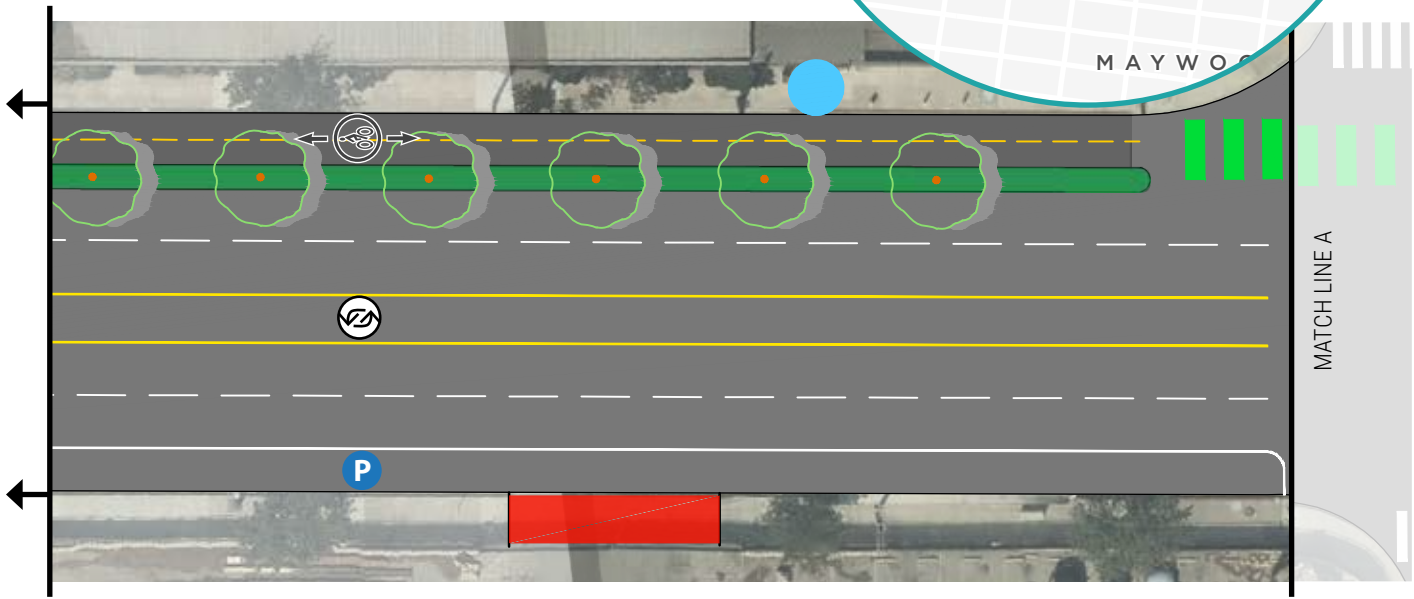
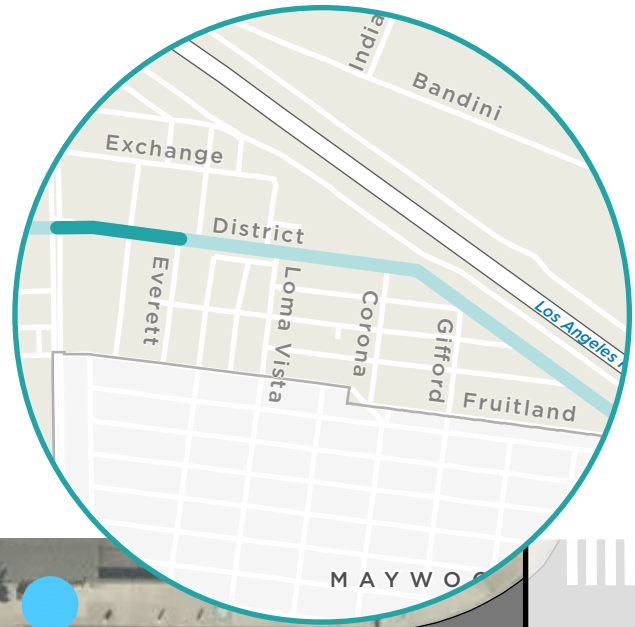
## DISTRICT BLVD SAMPLE CONCEPT MAPS

**Note:** all roadway striping is for conceptual layout purpose only



See Appendix A for complete  
Corridor Concept maps



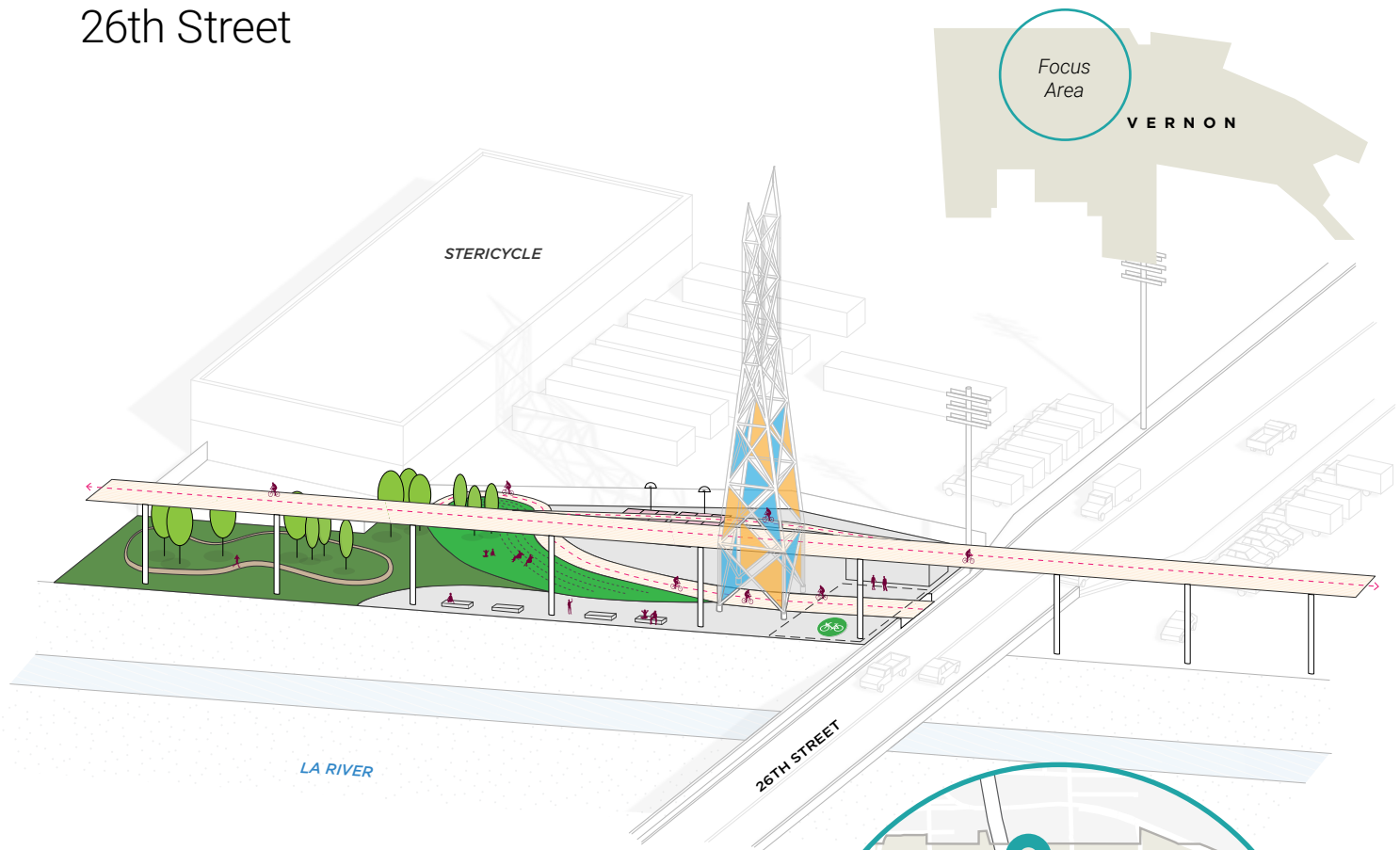


See Appendix A for complete Corridor Concept maps





## 26th Street



### 26TH STREET—EAST

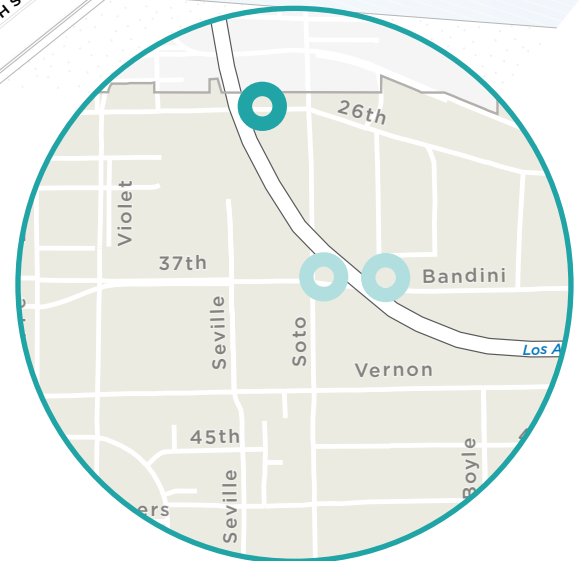
The potential gateway location at 26th Street represents a unique opportunity for the City of Vernon to provide the community with a connection to the future LA River Path. There is also an opportunity to provide areas for recreation, and community gathering.

### PROJECT HIGHLIGHTS

- Large size - potential for active and passive recreation
- Future LA River Path could connect here
- Excellent views of Downtown LA and rail bridges
- Potential for park-like landscaping
- Bicycle plaza and restrooms

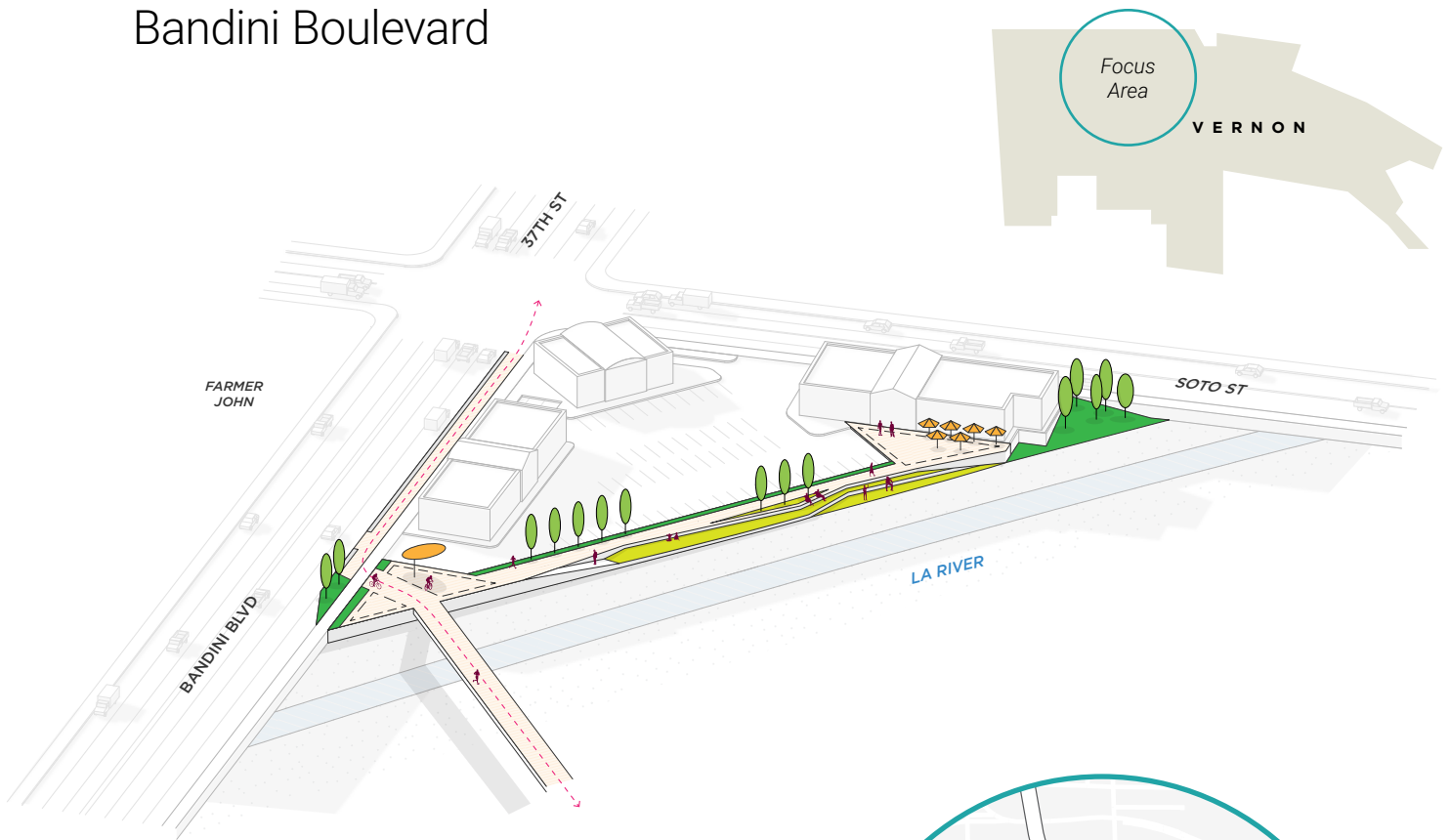
### ESTIMATED COST TO COMPLETE

Planning-level costs include hardscape, amenities, furnishings, play-structures (where recommended), signage, landscape, irrigation, and lighting. Costs for structures not included as geotechnical study, materials, and final river alignment are assumed to be included in the Metro LA River Path project.



ITEM	COST
TOTAL in 2020	\$1,280,000
TOTAL in 2025	\$1,540,000
TOTAL in 2030	\$2,230,000

# Bandini Boulevard



## BANDINI BOULEVARD—WEST

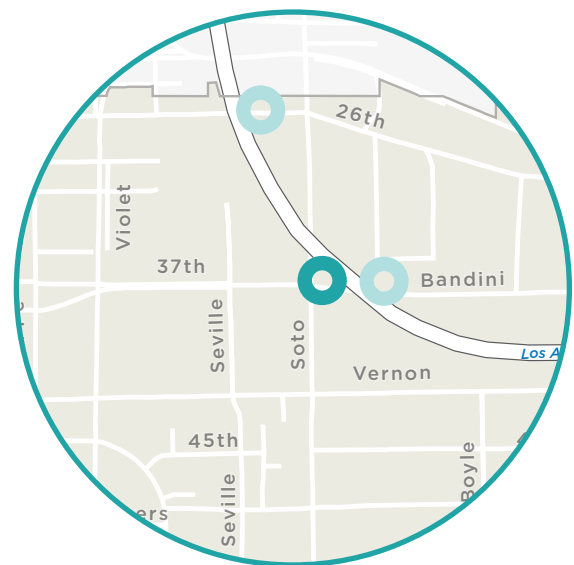
The potential gateway location at Bandini-Soto triangle represents a unique opportunity for the City of Vernon to provide the community with a connection to local restaurants, the future LA River Path, and the river itself. There is also an opportunity to provide areas for recreation and community gathering.

## PROJECT HIGHLIGHTS

- Potential to integrate gateway with adjacent commercial center
- Direct connection with 37th Street bicycle and pedestrian corridor
- Potential for landscaping and interpretive elements
- Bicycle plaza with shade, seating, and maintenance equipment

## ESTIMATED COST TO COMPLETE

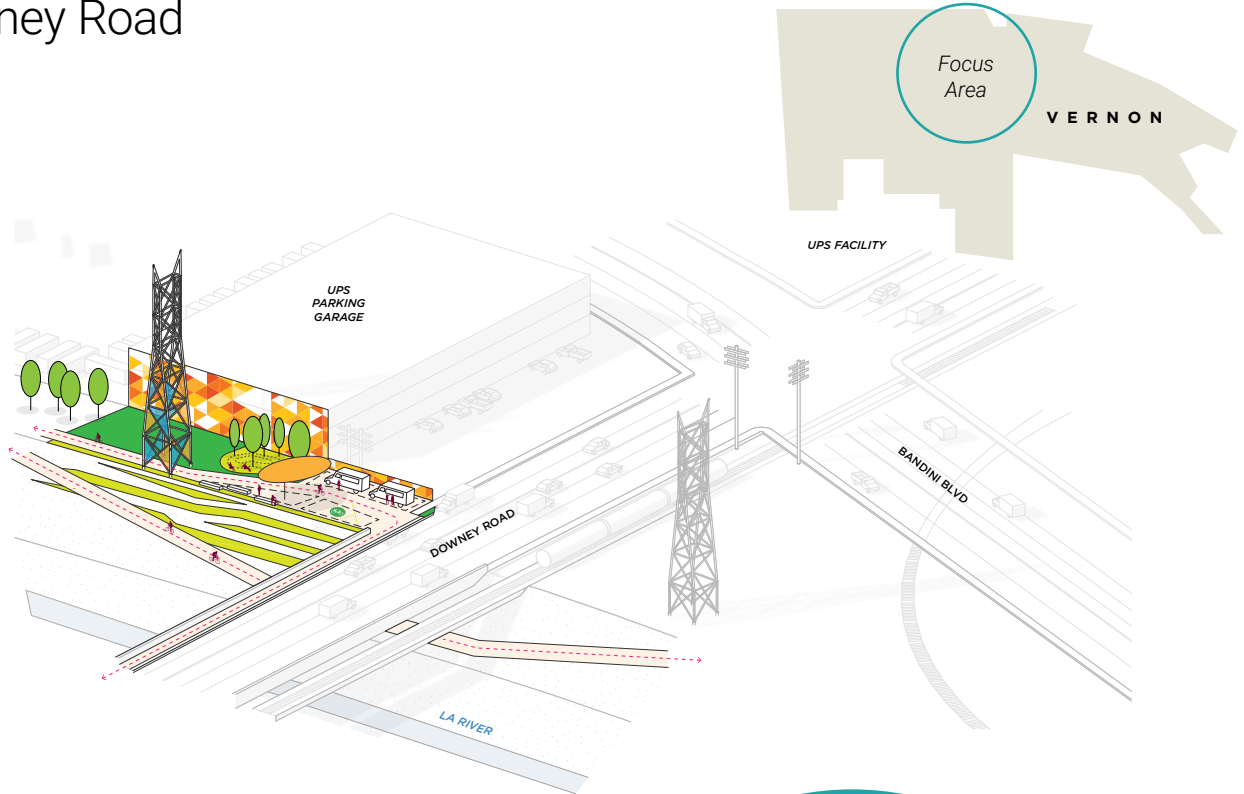
Planning-level costs include hardscape, amenities, furnishings, play-structures (where recommended), signage, landscape, irrigation, and lighting. Costs for structures not included as geotechnical study, materials, and final river alignment are assumed to be included in the Metro LA River Path project.



ITEM	COST
TOTAL in 2020	\$680,000
TOTAL in 2025	\$820,000
TOTAL in 2030	\$1,190,000



## Downey Road

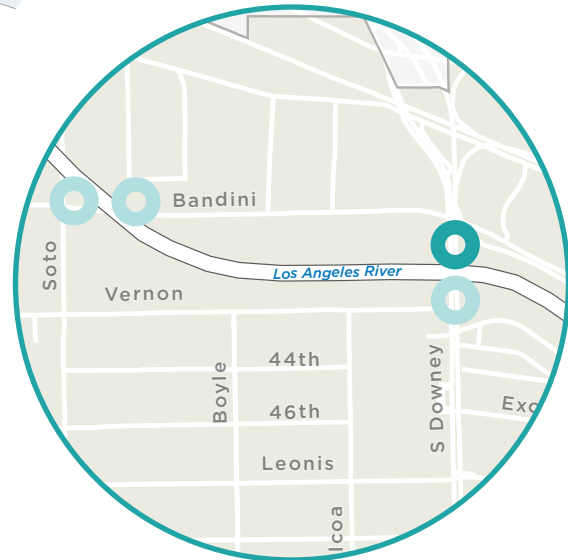


### DOWNEY ROAD—NORTHWEST

The site is roughly 40,000sf, which makes it large enough for a small park with both active and passive recreational components.

### PROJECT HIGHLIGHTS

- Direct connection with future LA River Path
- Opportunity for active and passive recreation
- Park-like landscaping
- Bicycle plaza with shade, seating and maintenance equipment
- Terraced landscaping brings nature and industry together
- Coordinate with UPS for potential public art mural on parking garage wall
- Requires relocation of LACFCD access ramp in pictured configuration

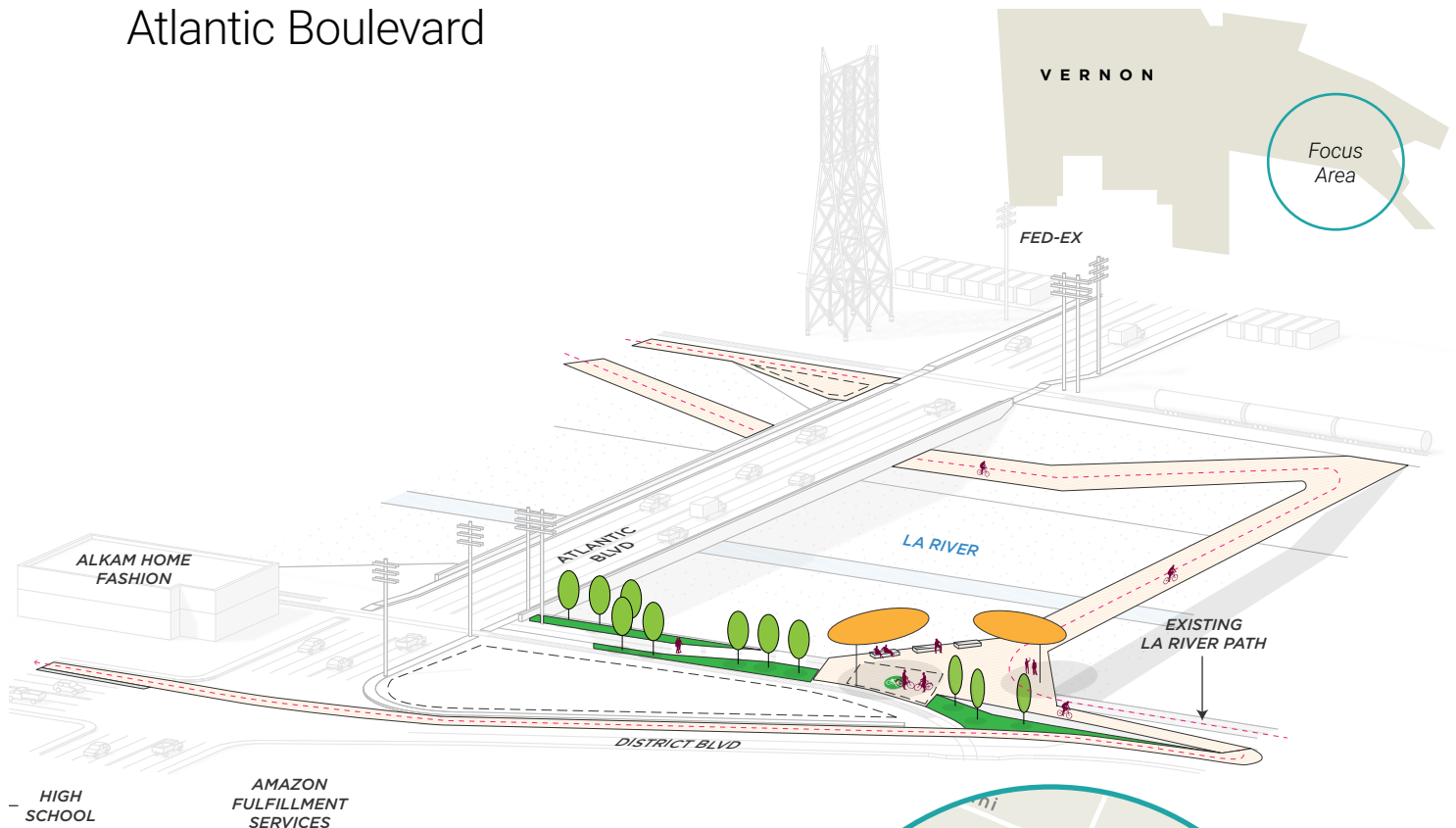


ITEM	COST
TOTAL in 2020	\$2,110,000
TOTAL in 2025	\$2,540,000
TOTAL in 2030	\$3,680,000

### ESTIMATED COST TO COMPLETE

Planning-level costs include hardscape, amenities, furnishings, play-structures (where recommended), signage, landscape, irrigation, and lighting. Costs for structures not included as geotechnical study, materials, and final river alignment are assumed to be included in the Metro LA River Path project.

# Atlantic Boulevard



## ATLANTIC BOULEVARD—SOUTHEAST

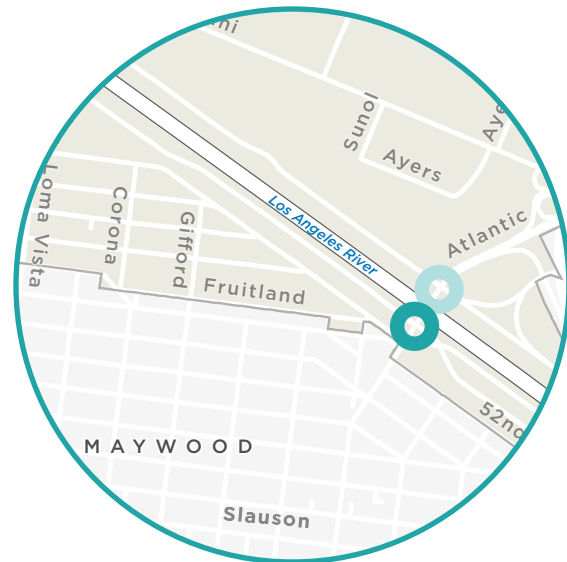
This site also has good connectivity both with the proposed Leonis/District Boulevard bicycle and pedestrian corridor, and the LA River Path via its location bordering the northern terminus of the existing LA River Bike Path.

## PROJECT HIGHLIGHTS

- Direct connection with Leonis/District Blvd. bicycle and pedestrian corridor and existing LA River Path
- Bicycle plaza with shade, seating, and maintenance equipment
- Landscaping for shade and stormwater capture

## ESTIMATED COST TO COMPLETE

Planning-level costs include hardscape, amenities, furnishings, play-structures (where recommended), signage, landscape, irrigation, and lighting. Costs for structures not included as geotechnical study, materials, and final river alignment are assumed to be included in the Metro LA River Path project.



ITEM	COST
TOTAL in 2020	\$1,720,000
TOTAL in 2025	\$2,070,000
TOTAL in 2030	\$3,000,000

## 08

IMPLEMENTATION  
STRATEGY



## Overview

This chapter presents strategies for implementation, including an overview of project phasing, cost estimates, and potential funding opportunities for each phase. It also provides a summary of LA River stakeholders, projects, and existing resources important for future coordination.

To implement the preferred concept designs outlined in previous chapters, the project will need to proceed into future phases, including detailed design and engineering, potential environmental review, potential right-of-way (ROW) acquisition, and construction. This chapter provides details on each of these phases and outlines the next steps involved with bringing the gateway and corridor concepts to reality.

## Coordination and Partnerships

Coordination with government, private, and nonprofit partners can help ensure that proposed concepts align with other existing and planned projects. Strategic coordination can also help streamline the review and approval of project designs and create a framework for future operations and maintenance (O&M) of the corridors and gateways.

Potential stakeholders in the approval and implementation of the corridor and gateway concept designs include public agencies such as the Los Angeles County Metropolitan Transportation Authority (Metro), the Los Angeles County Flood Control District (LACFCD), and the Mountains Recreation & Conservation Authority (MRCA); entities such as the Vernon Business and Industry Commission; nonprofit groups; and community members and residents.

### EXISTING AND PLANNED PROJECTS

It is important for the City of Vernon to continue to coordinate with existing and planned projects along the LA River so that project priorities and designs align. Two key projects are the LA River Path project and those recommended by the Lower LA River Revitalization Plan.

#### **LA River Path**

LA Metro is currently working to complete the LA River Path, a new multimodal path that will connect Vernon to downtown Los Angeles. The completion of the LA River Path will mark the first time a continuous path along the Los Angeles River will span multi-jurisdictional boundaries.

The LA River Path is currently entering the environmental review phase, and is expected to be completed between 2025 and 2027. As a member of the LA River Path Steering Committee, it is important that the City of Vernon continue to keep informed of project developments to ensure that gateway and corridor designs best align with the future path.

#### **Lower LA River Implementation Advisory Group**

The Lower LA River Implementation Advisory Group (IAG) is responsible for providing guidance for proposed Lower LA River Revitalization Plan (Plan) projects and ensuring that projects are implemented in accordance to the Plan. The Plan includes a number of recommended projects in Vernon, including a path along the river and improved river crossings at 26th Street, Soto Street, Bandini Boulevard, and Downey Road. Coordination with the IAG will be critical for ensuring gateway and corridor designs align with other proposed projects in the city.

## OTHER RESOURCES

#### **River Ranger Program**

The Los Angeles River Ranger Program provides a framework for River Rangers to offer public safety, outreach, engagement, and educational services along the Los Angeles River. River Rangers have patrolled Los Angeles River Recreation Zones for several years, and in May 2019, MRCA and the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy released the Los Angeles River Ranger Program Establishment Plan to significantly expand the program. The expanded River Ranger Program may be an opportunity for a new model that would streamline multi-jurisdictional coordination along the Los Angeles River.

#### **Adopt-a-Trail**

Adopt-a-Trail programs provide an opportunity for groups, businesses, or clubs to adopt a section of a trail on an annual basis. Trail sponsors support their section of the trail with financial contributions and volunteer work.

An Adopt-a-Trail-type program offers Vernon's business community a chance to take some ownership over the gateways adjacent to their businesses, giving them an opportunity to prominently display their names in exchange for providing resources for needed maintenance work, such as keeping the gateways free of litter and other debris.

Los Angeles County also has an Adopt-a-Bike Path Program that could serve as a model for a new program in Vernon.

## PROJECT PHASING

The immediate next phases of the project include detailed design and engineering, potential environmental review, potential ROW acquisition, and construction. Each of these phases will have associated costs and timelines for implementation.

Projects can be prioritized for early implementation based on observed and expected user demand, public support and need, ROW availability, funding availability, and existing site conditions. User demand will be evaluated after the LA River Path opens (scheduled for 2028).

The City of Vernon will need to seek additional funding to implement future phases of the project. Cost estimates, as well as potential funding opportunities for these phases, are outlined in the following pages.

Table 18: Cost Estimates for Design + Construction

PROPOSED PROJECT	TYPE / LOCATION	COST ESTIMATE (IN 2020 DOLLARS)
Two-way cycle track	Corridor / 37th Street	\$1,335,021
Two-way cycle track	Corridor / Vernon Avenue	\$1,125,193
Two-way cycle track	Corridor / Leonis Blvd + District Blvd	\$4,016,154
Gateway	Gateway / 26th Street	\$1,566,276
Gateway	Gateway / Bandini-Soto	\$681,810
Gateway	Gateway / Downey Road	\$1,101,240
Gateway	Gateway / Atlantic Boulevard	\$729,460

## COST ESTIMATES

The costs associated with the design, engineering, and environmental phases of the project are typically calculated as a percentage of the total construction costs. The design and environmental phases typically range between five and ten percent of the total construction cost, while engineering services are expected to be approximately ten percent. In addition, a ten percent contingency fee is typically applied to support unforeseen costs.

The actual costs of these services will vary depending on project phasing, as implementing projects simultaneously will consolidate the potential costs of implementing the projects on a piecemeal basis.

### Project Cost Estimates

The concept design report recommends several corridor and gateway projects that are feasible to construct. The estimated costs associated with designing and constructing these proposed projects vary depending on scale and the level of effort and material involved. High-level cost estimates for each of the proposed projects are included in Table 18. Detailed cost estimates are included in the Appendix.

### Operations and Maintenance (O&M)

In addition to the costs associated with designing and building the proposed projects, there will also be costs related to future maintenance work. It is recommended that a consistent funding stream and management structure be identified to support future O&M.

## FUNDING OPPORTUNITIES

Funding opportunities for design, environmental review, construction, and O&M exist at the federal, state, regional, and local levels. Private funding can also help supplement available public resources. Table 1919 outlines the future project phases and which funding sources could apply to each one. Additional detail on potential funding sources is included in the following pages.

These funding opportunities represent available sources in 2019. Additional sources may become available in the coming years, and will be considered once the City of Vernon is ready to move forward with the recommended projects.

## POTENTIAL FUNDING SOURCES

Potential funding opportunities exist on the federal, state, and local levels, and also include private sources. Several federal and state grant programs provide funding for bicycle infrastructure or outdoor recreation and open space projects, and are typically administered on a one-time-per-cycle basis. Local government funding, taxes, and fees, as well as private sources, may provide a more long-term funding stream and may be particularly useful for future maintenance work.

### Federal Sources

- Recreational Trails Program (RTP)
  - Annual federal funding program for recreational trails and trails-related projects. Eligible applicants include cities, counties, public agencies, and nonprofit organizations. The program is administered by the California Department of Parks and Recreation.
- Rivers, Trails, and Conservation Assistance Program (RTCA)
  - Administered by the National Park Service, the program supports community-led natural resource conservation and outdoor recreation projects.
- Highway Safety Improvement Program (HSIP)
  - The program funds construction-related projects with a goal of reducing traffic fatalities and serious injuries on all public roads. Includes funding for bicycle and pedestrian safety improvements.

### State Funding

- Active Transportation Program (ATP)
  - The ATP consolidates previous existing state and federal transportation programs, including the Transportation Alternatives Program (TAP) and Safe Routes to School (SRTS) Program, into a single program geared toward improving active transportation facilities in the State of California.

- The California Transportation Commission writes guidelines and allocates funds for the ATP, while the ATP is administered by the Caltrans Division of Local Assistance.
- Parks and Water Bond Act of 2018 (Proposition 68)
  - The Per Capita Program, Statewide Park Program (SPP), and Recreational Infrastructure Revenue Enhancement (RIRE) Program provide funding for projects that create or improve parks and recreation infrastructure.
- Recreational Trails and Greenways Grant Program
  - Administered by the California Natural Resources Agency, the program funds projects such as non-motorized infrastructure development and improvements that promote access to parks, waterways, and outdoor recreational pursuits. Eligible applicants include local agencies and state conservancies, among others.

### Local Government Funding/Taxes/Fees

Local funding opportunities may take several forms, from government budget allocation to local fees and taxes. These funding sources can be used for future maintenance costs. Specific opportunities may include:

- Allocation in government budget or general fund
- Local bond measures
- Utility lease revenue
- Enhanced Infrastructure Financing Districts (EIFDs)
  - EIFDs were created by the California Legislature in 2015 to allow communities to establish specific districts in which they can collect local property tax revenues to fund local infrastructure projects. The City of Los Angeles is currently exploring an EIFD to fund restoration and other projects along the Los Angeles River.

### Private Funding + In-Kind Donations

Table 19: Potential Funding Sources by Project Phase

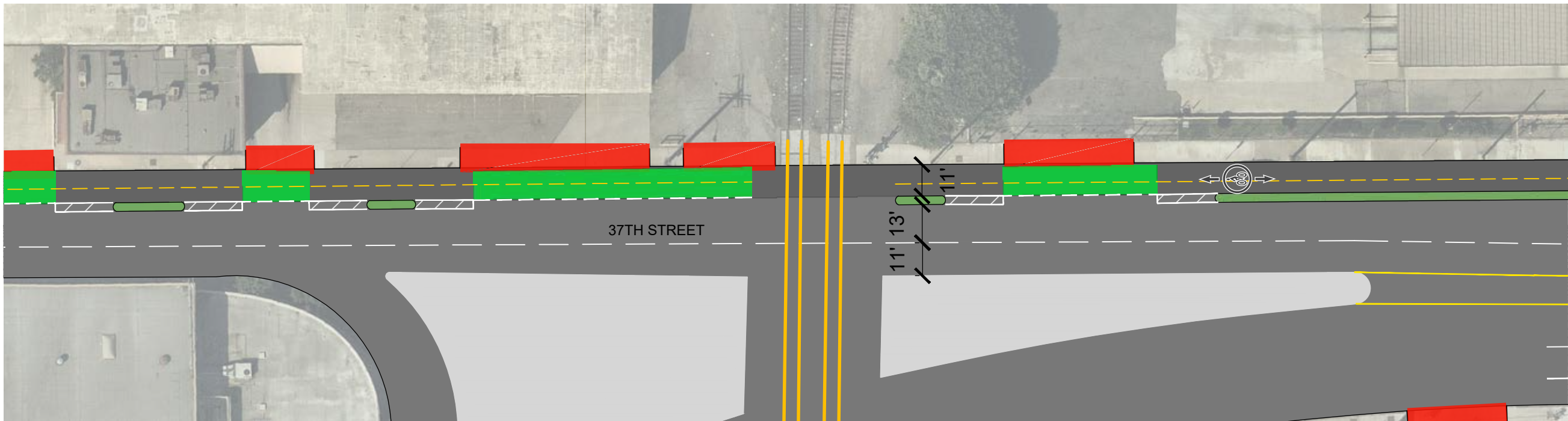
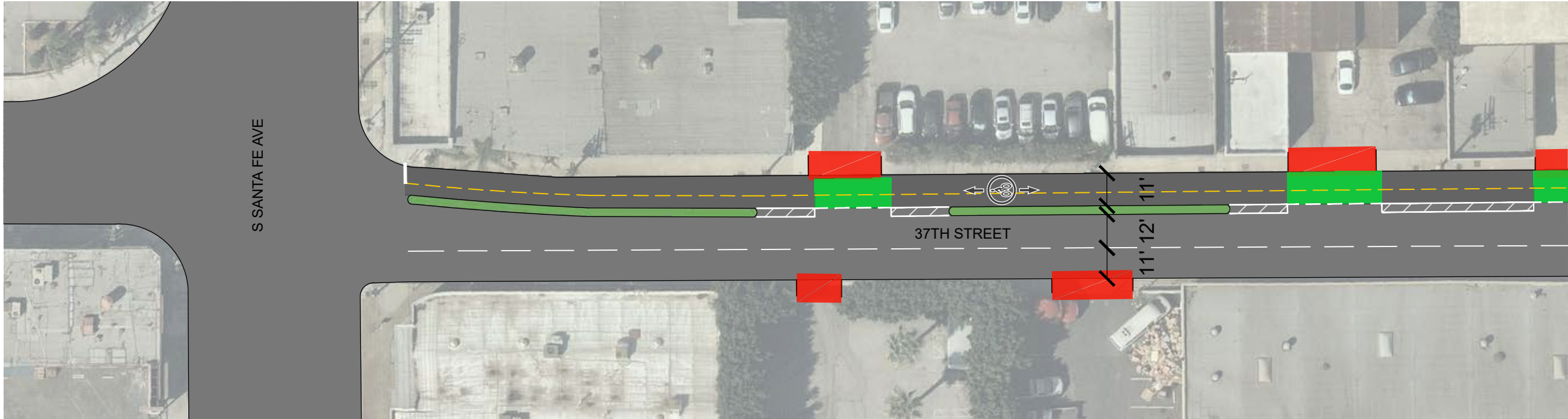
	DESIGN & ENGINEERING	ENVIRONMENTAL REVIEW	ROW ACQUISITION / CONSTRUCTION	O&M
Federal Sources				
Recreational Trails Program (RTP)				
Rivers, Trails, and Conservation Assistance (RTCA) Program				
Highway Safety Improvement Program (HSIP)				
State and Regional Sources				
Active Transportation Program (ATP)				
Parks and Water Bond Act of 2018 (Proposition 68)				
Recreational Trails and Greenways Grant Program				
Local Government Funding/Taxes/Fees				
Gen. Fund / Govt. Budget Allocation				
Local Bond Measures				
Utility Lease Revenue				
Enhanced Infrastructure Financing Districts (EIFDs)				
Private Funding				
Corporate Donations				
Foundation Donations				
Individual Donations				
Advertising Revenue				
In-Kind				
Adopt-a-Trail Program				
Volunteer Program				

Private funding may come in the form of corporate, foundation, or individual donations, advertising-generated revenue, or events and programming. In-kind donations can consist of Adopt-a-Trail or other volunteer programs.



# A CORRIDOR CONCEPTS

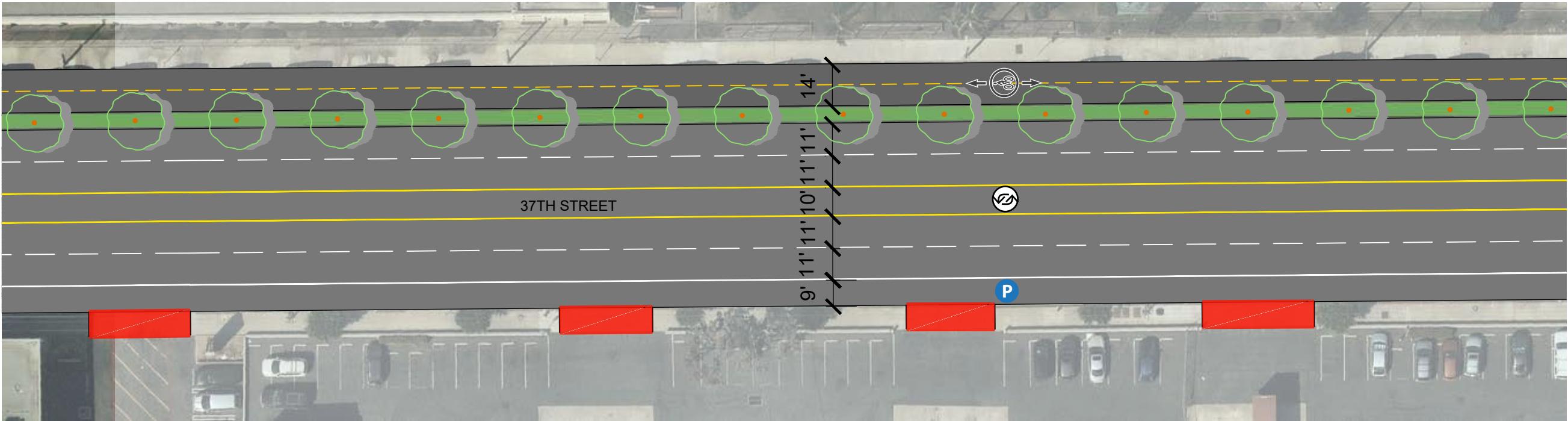
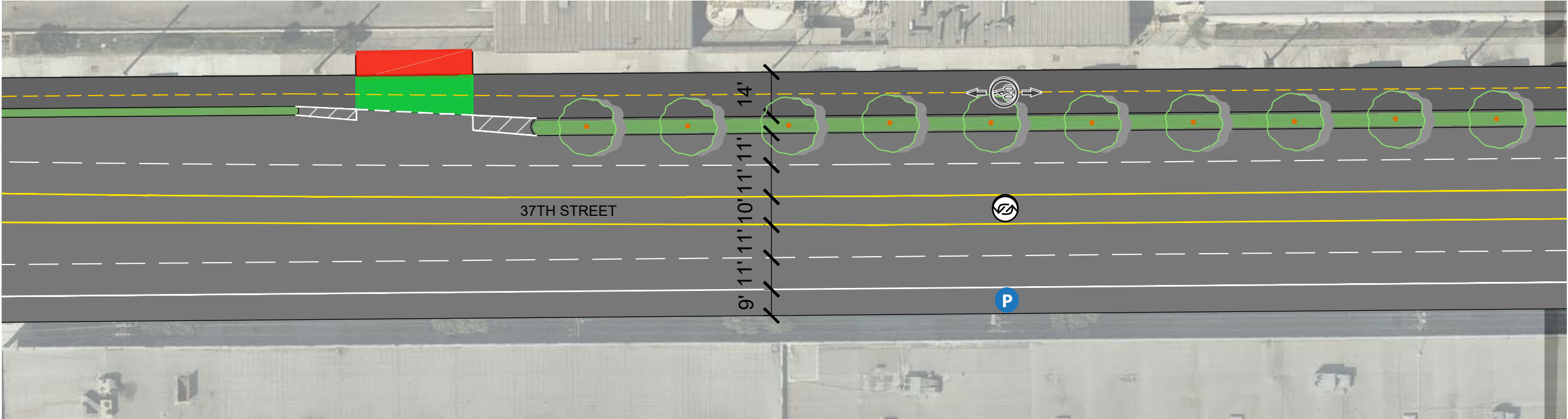
37th St










- DRIVEWAYS
- BUS STOPS
- RAIL LINES
- CYCLE TRACK
- TURN LANE
- PARKING LANE
- BICYCLE SIGNAL PHASING

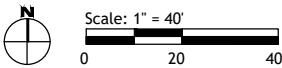
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37th St



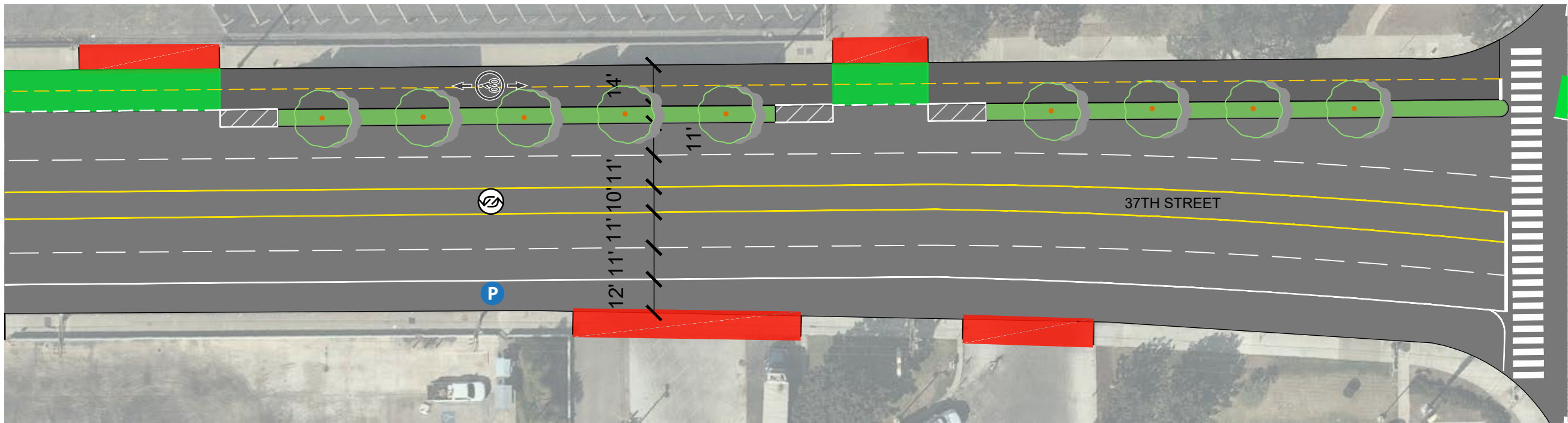
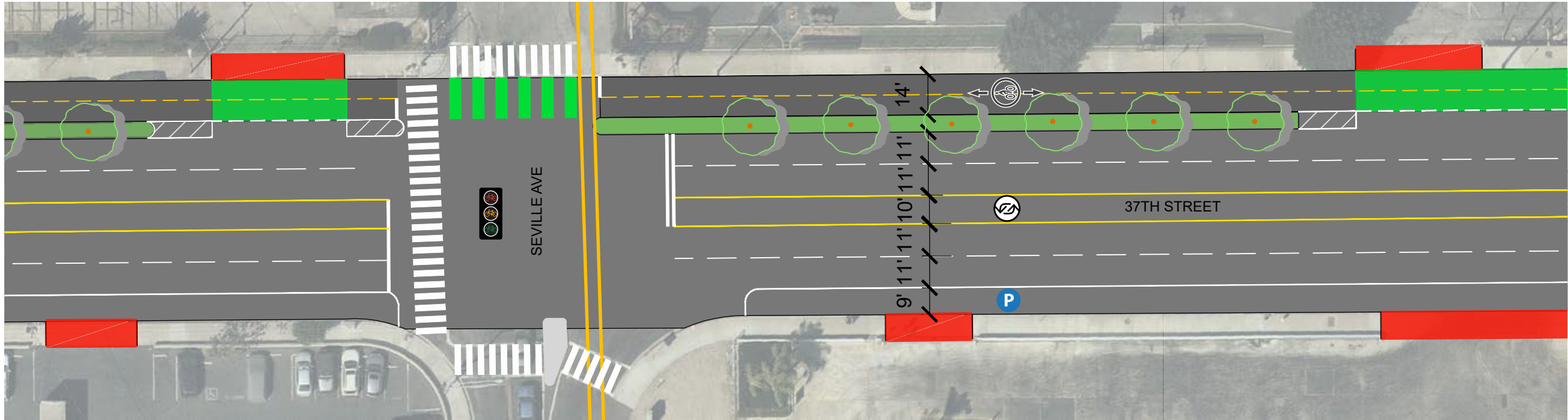
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|---|------------|---|--------------|---|------------------------|
|  | DRIVEWAYS  |  | CYCLE TRACK  |  | BICYCLE SIGNAL PHASING |
|  | BUS STOPS  |  | TURN LANE    |   |                        |
|  | RAIL LINES |  | PARKING LANE |   |                        |

NOTE: ALL STRIPING IS FOR CONCEPTUAL LAYOUT PURPOSE ONLY



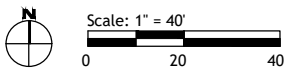


37th St

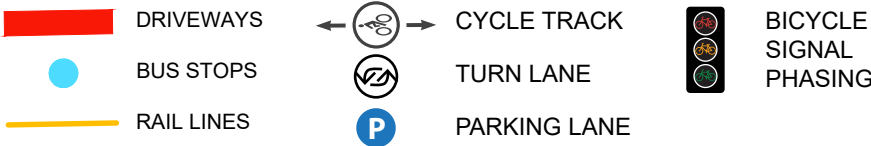
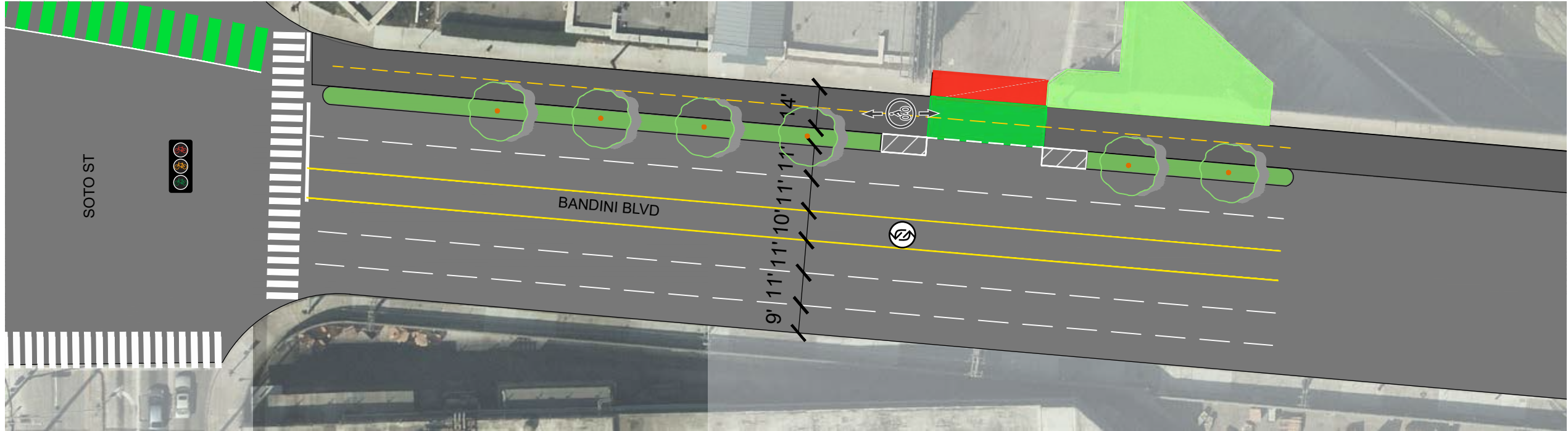


- DRIVEWAYS
- BUS STOPS
- RAIL LINES
- CYCLE TRACK
- TURN LANE
- PARKING LANE
- BICYCLE SIGNAL PHASING

NOTE: ALL STRIPING IS FOR CONCEPTUAL LAYOUT PURPOSE ONLY

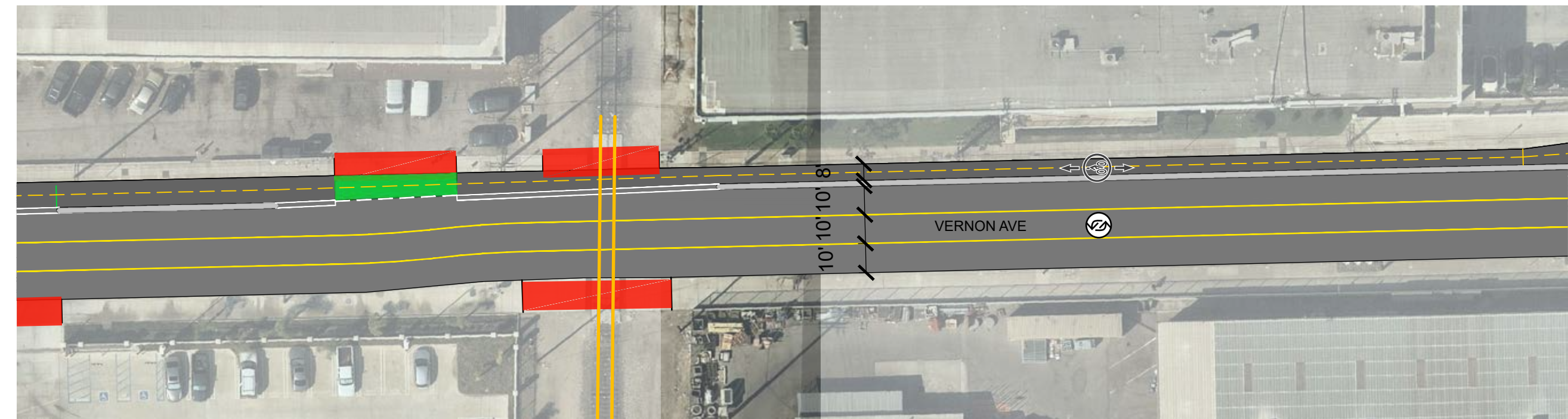



37th St



NOTE: ALL STRIPING IS FOR CONCEPTUAL LAYOUT PURPOSE ONLY

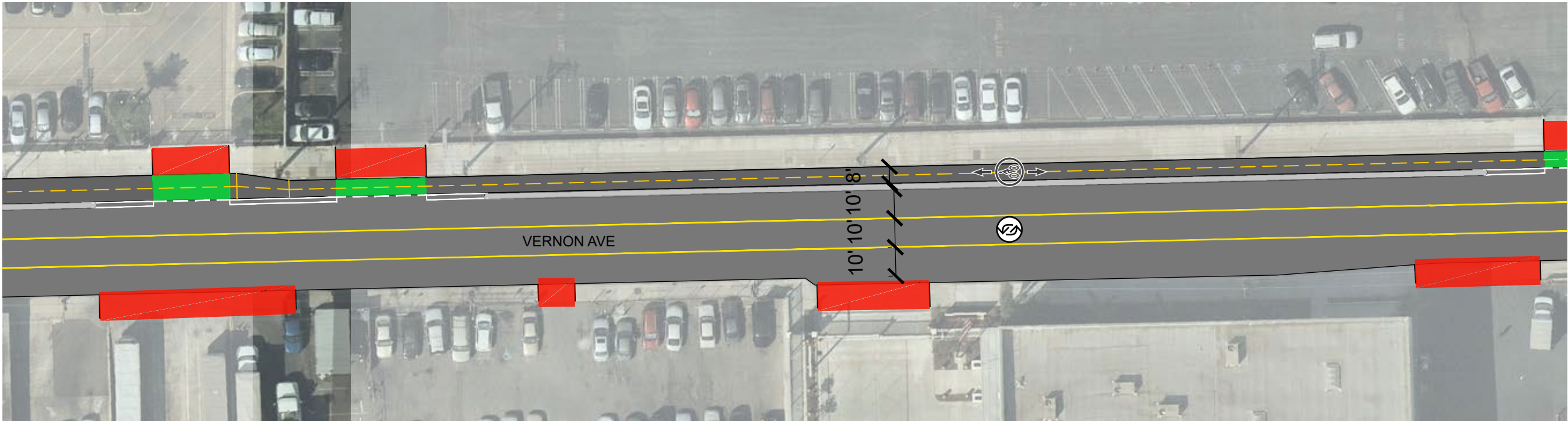
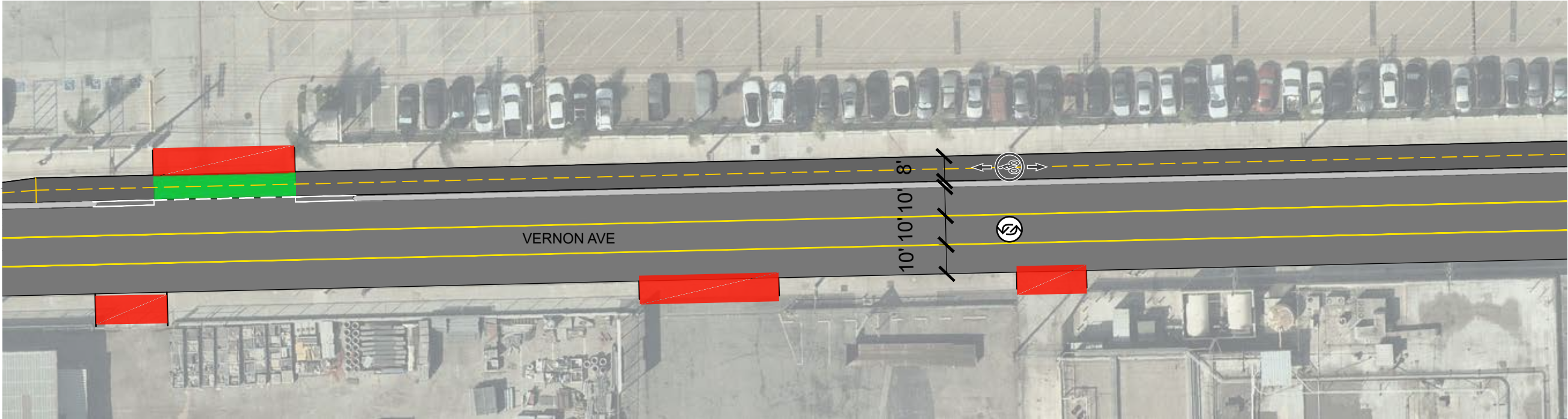








Vernon Avenue



- DRIVEWAYS

BUS STOPS

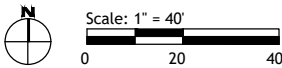
RAIL LINES
- CYCLE TRACK

TURN LANE

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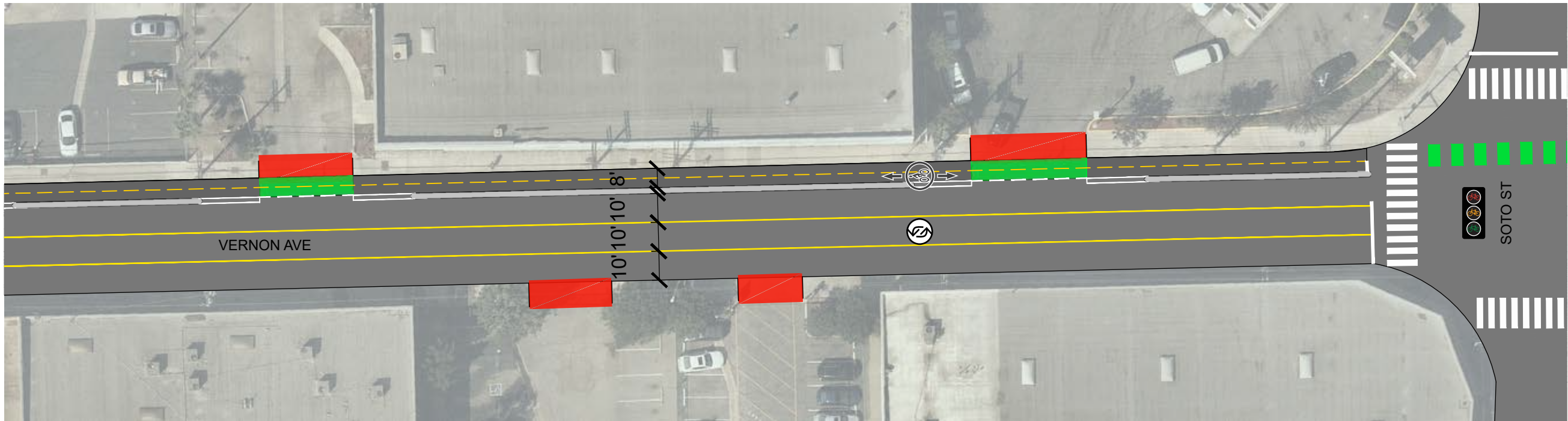
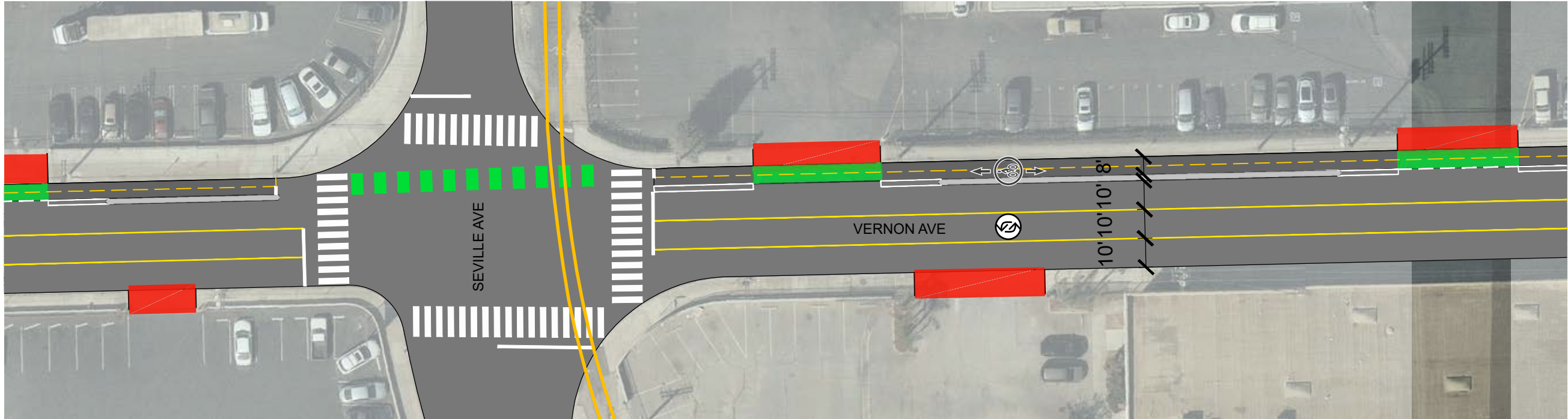
PARKING LANE
- BICYCLE SIGNAL PHASING

NOTE: ALL STRIPING IS FOR CONCEPTUAL LAYOUT PURPOSE ONLY





Vernon Avenue



- DRIVEWAYS

BUS STOPS

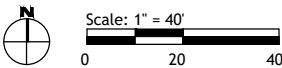
RAIL LINES
- CYCLE TRACK

TURN LANE

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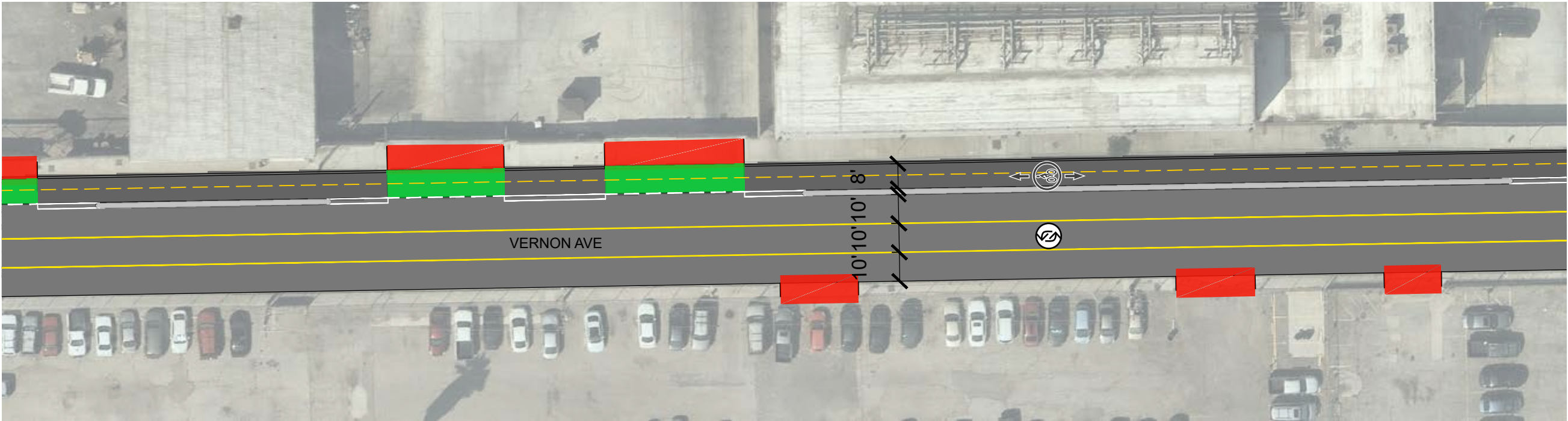
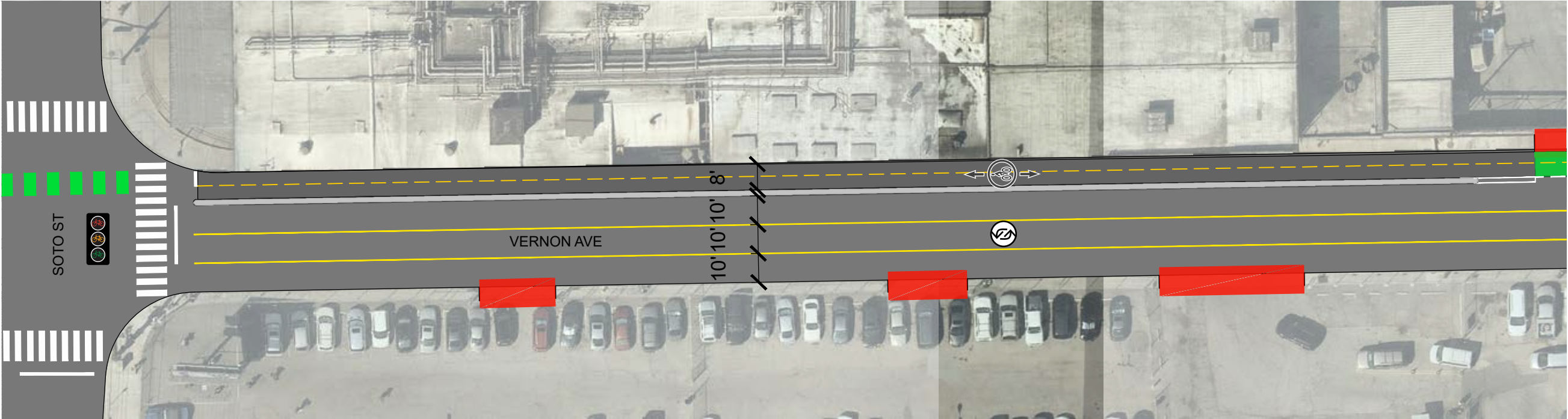
PARKING LANE
- BICYCLE SIGNAL PHASING

NOTE: ALL STRIPING IS FOR CONCEPTUAL LAYOUT PURPOSE ONLY



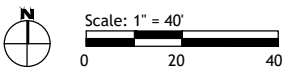


Vernon Avenue



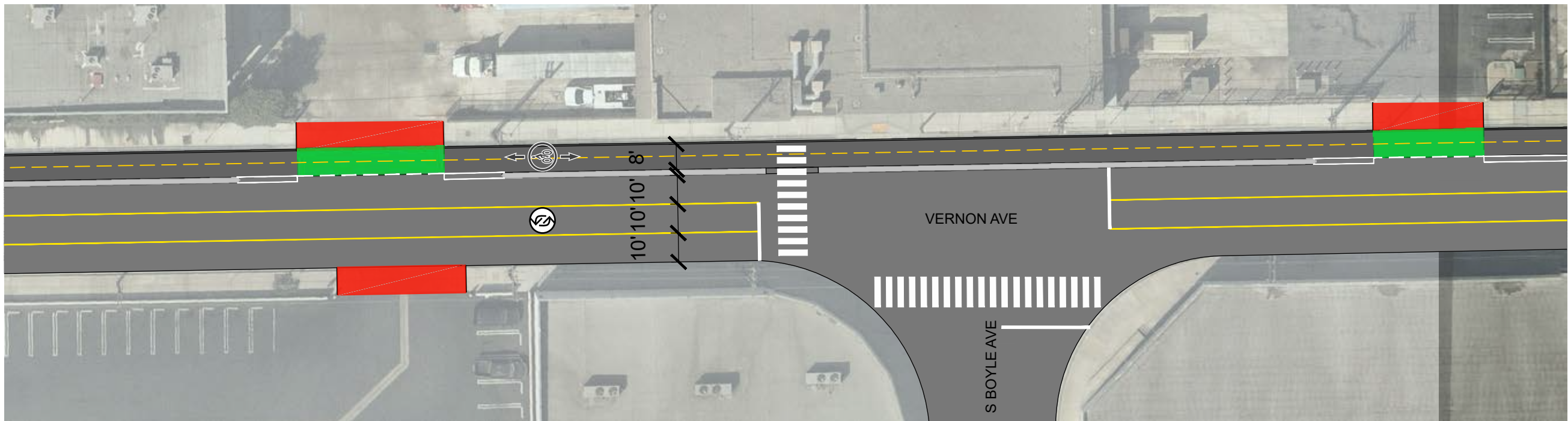
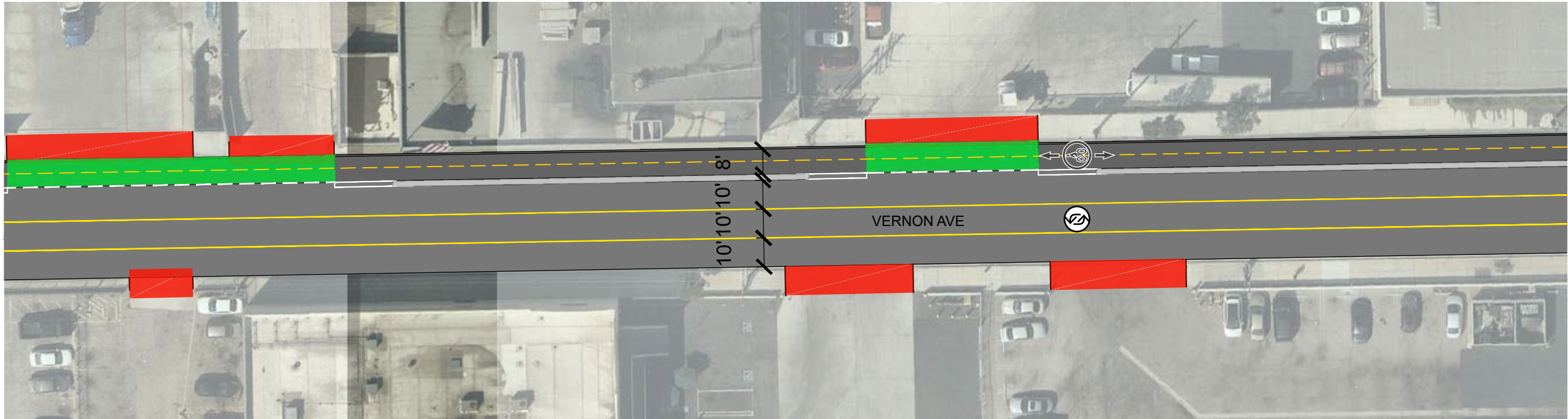
- DRIVEWAYS
- BUS STOPS
- RAIL LINES
- CYCLE TRACK
- TURN LANE
- PARKING LANE
- BICYCLE SIGNAL PHASING

NOTE: ALL STRIPING IS FOR CONCEPTUAL LAYOUT PURPOSE ONLY





Vernon Avenue

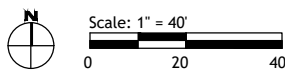


- DRIVEWAYS
- BUS STOPS
- RAIL LINES

- CYCLE TRACK
- TURN LANE
- PARKING LANE

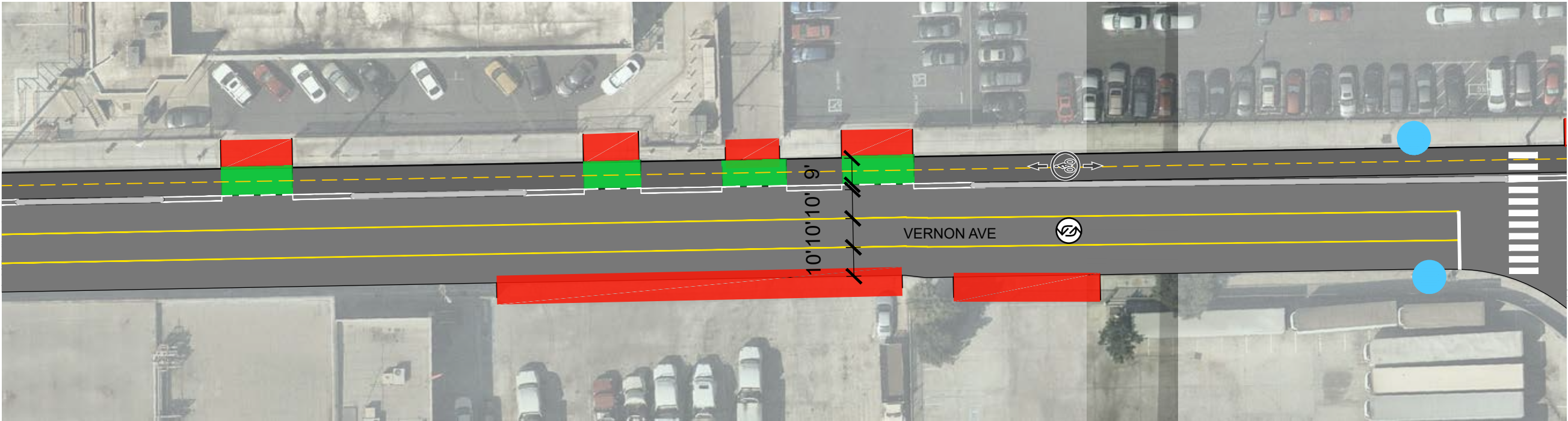
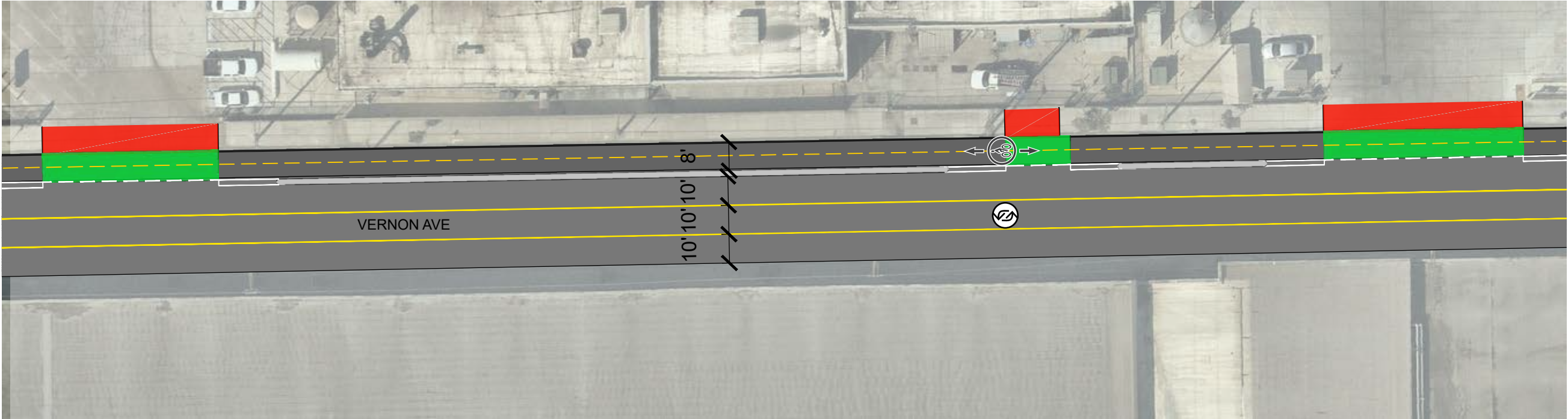
- BICYCLE SIGNAL PHASING

NOTE: ALL STRIPING IS FOR CONCEPTUAL LAYOUT PURPOSE ONLY



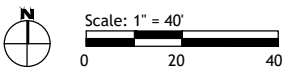


Vernon Avenue



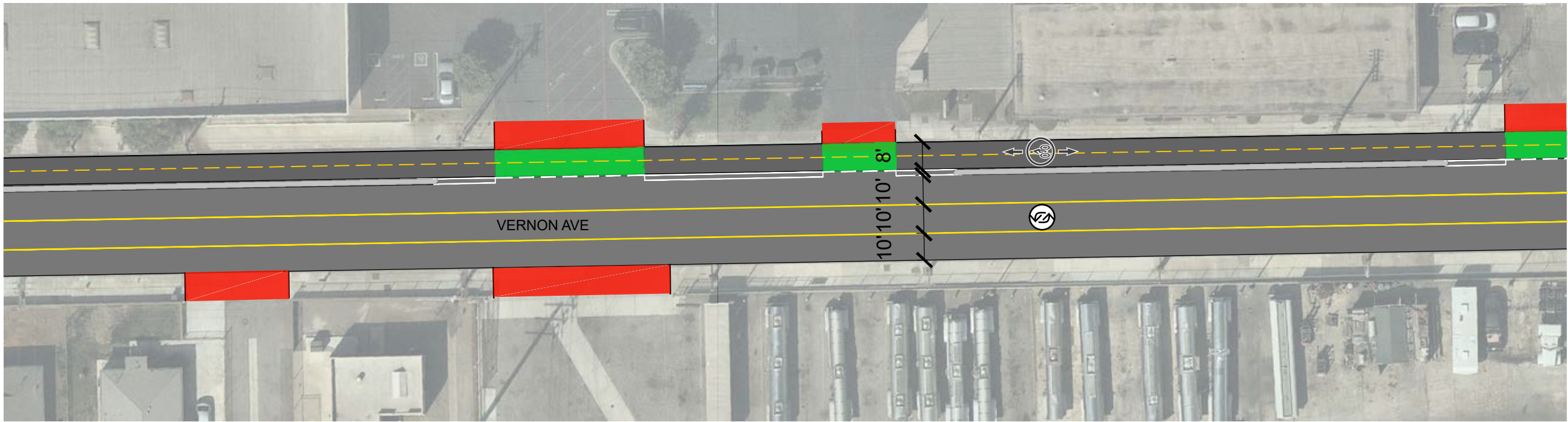
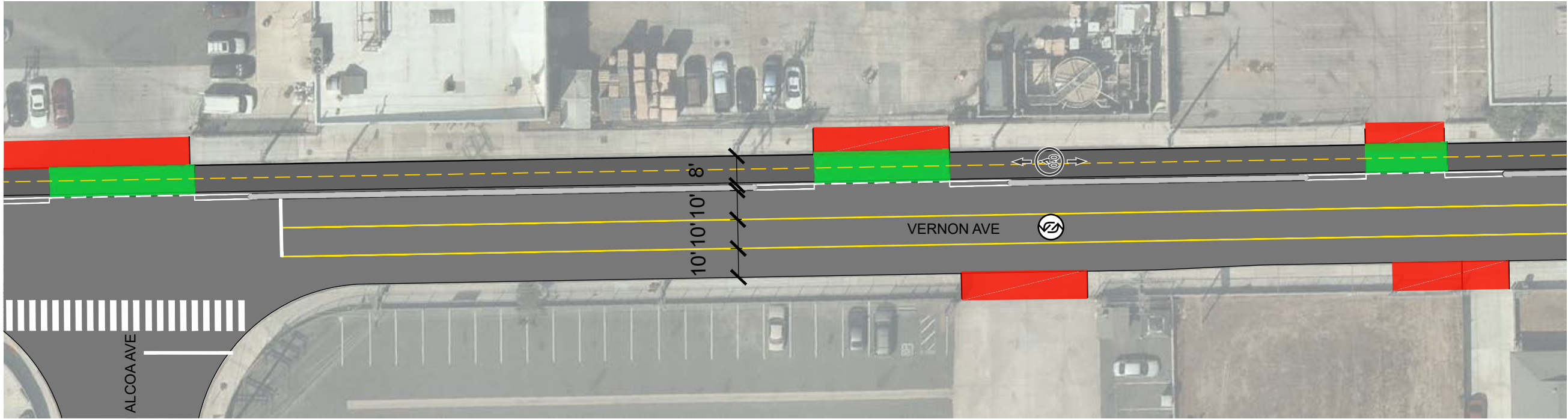
- DRIVEWAYS
- BUS STOPS
- RAIL LINES
- CYCLE TRACK
- TURN LANE
- PARKING LANE
- BICYCLE SIGNAL PHASING








NOTE: ALL STRIPING IS FOR CONCEPTUAL LAYOUT PURPOSE ONLY



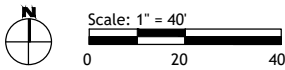


Vernon Avenue

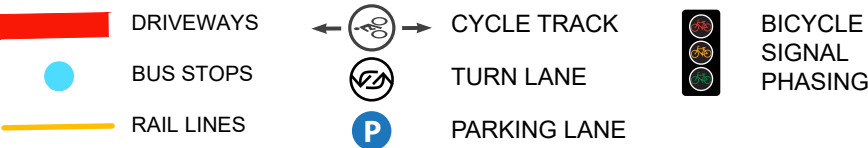
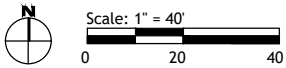


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|---|------------|---|--------------|---|------------------------------|
|  | DRIVEWAYS  |  | CYCLE TRACK  |  | BICYCLE<br>SIGNAL<br>PHASING |
|  | BUS STOPS  |  | TURN LANE    |   |                              |
|  | RAIL LINES |  | PARKING LANE |   |                              |

NOTE: ALL STRIPING IS FOR CONCEPTUAL  
LAYOUT PURPOSE ONLY



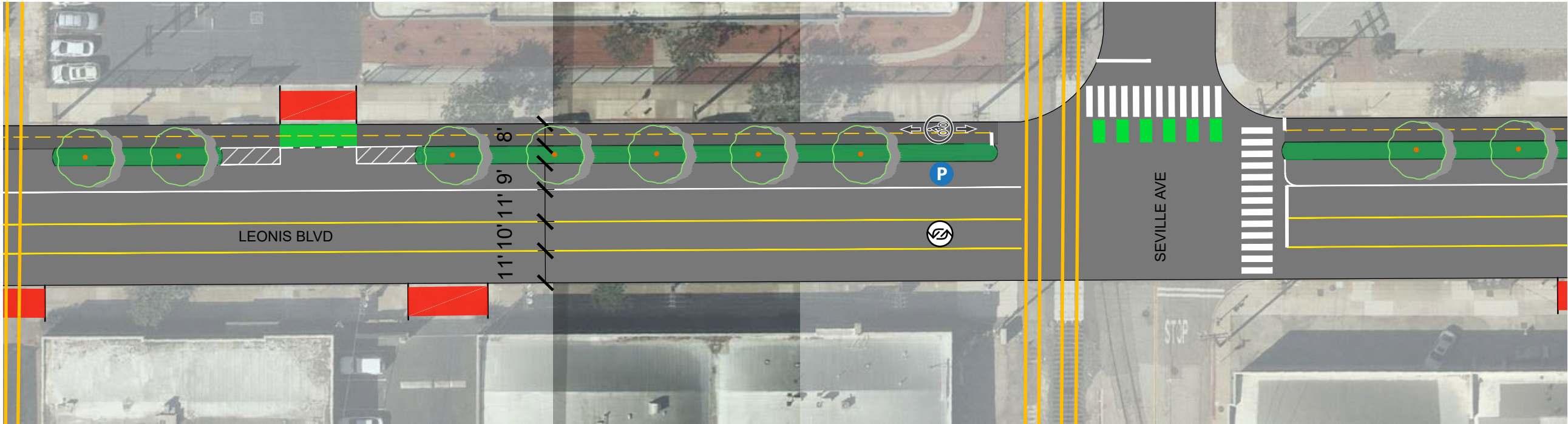
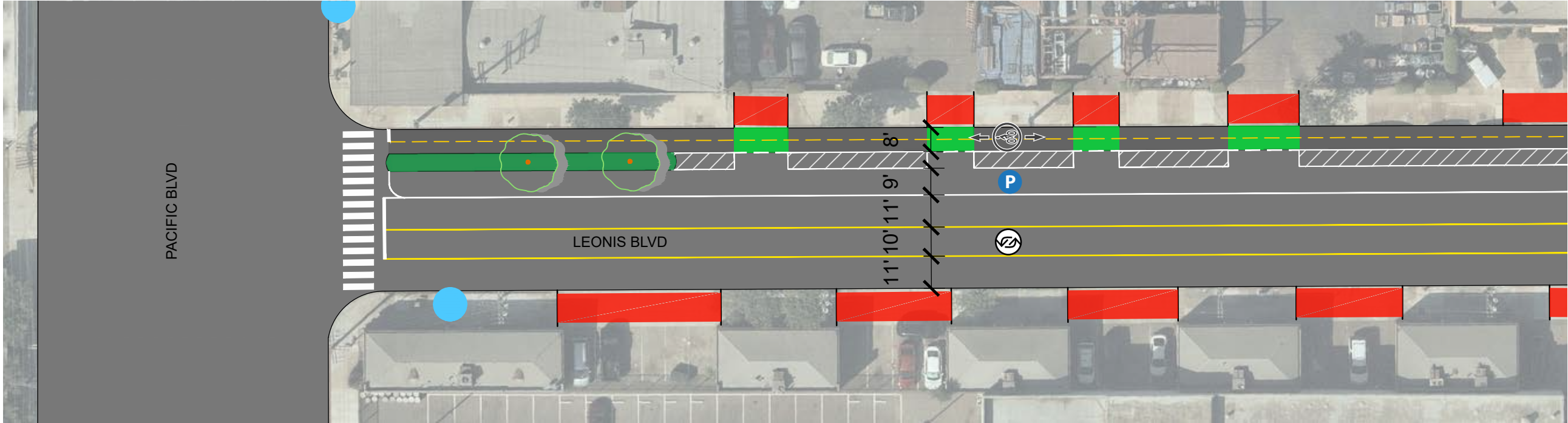
Vernon Avenue










NOTE: ALL STRIPING IS FOR CONCEPTUAL LAYOUT PURPOSE ONLY

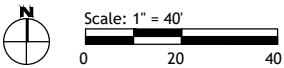


Leonis Boulevard / District Boulevard

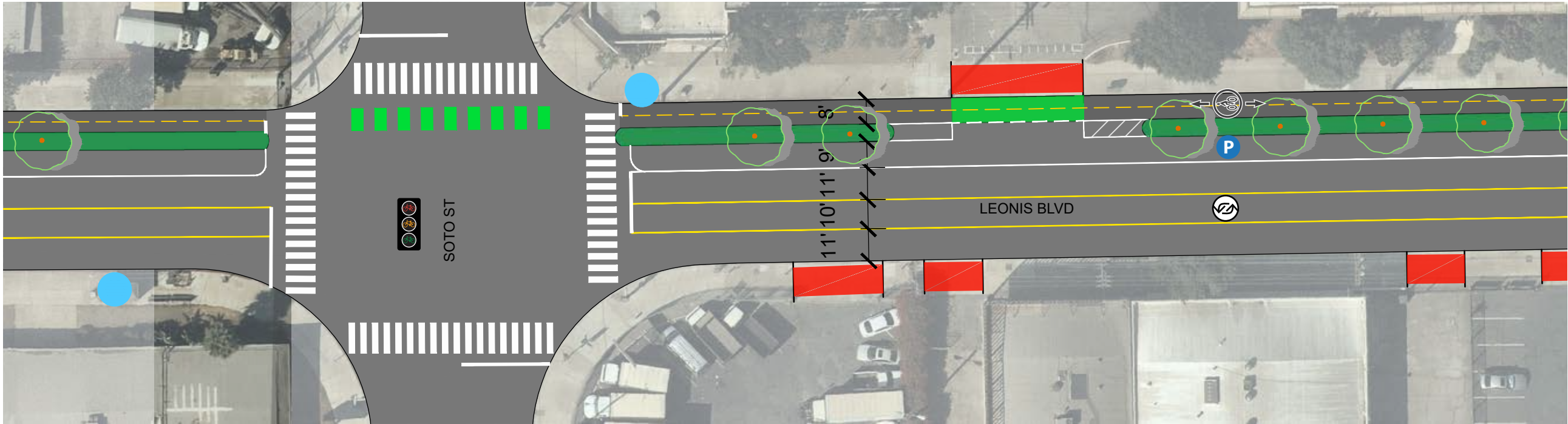
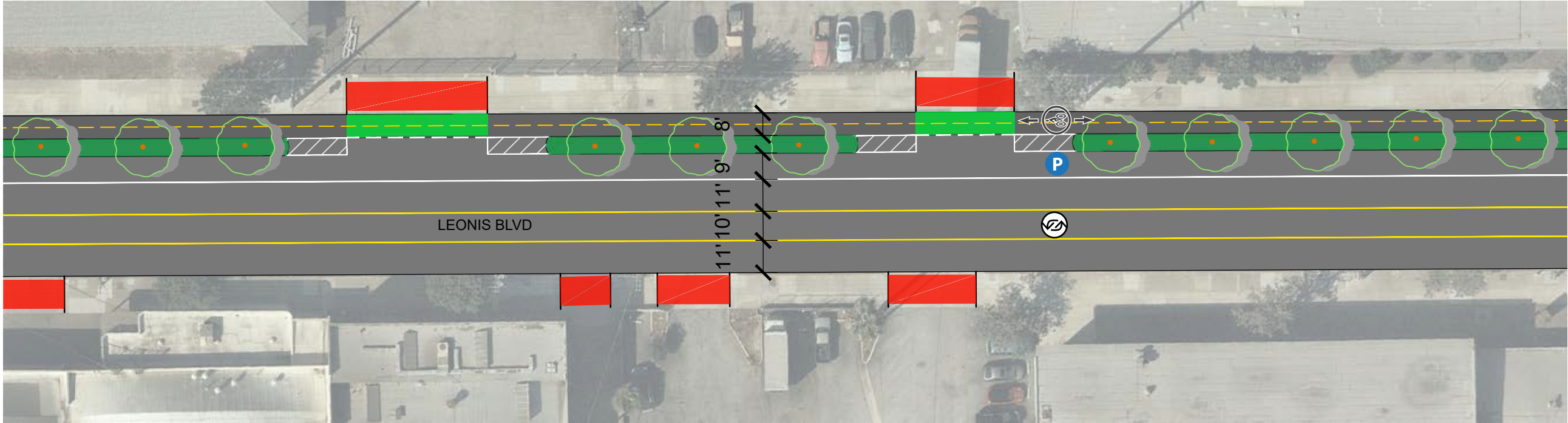









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|---|------------|---|--------------|---|------------------------|
|  | DRIVEWAYS  |  | CYCLE TRACK  |  | BICYCLE SIGNAL PHASING |
|  | BUS STOPS  |  | TURN LANE    |   |                        |
|  | RAIL LINES |  | PARKING LANE |   |                        |

NOTE: ALL STRIPING IS FOR CONCEPTUAL LAYOUT PURPOSE ONLY



Leonis Boulevard / District Boulevard

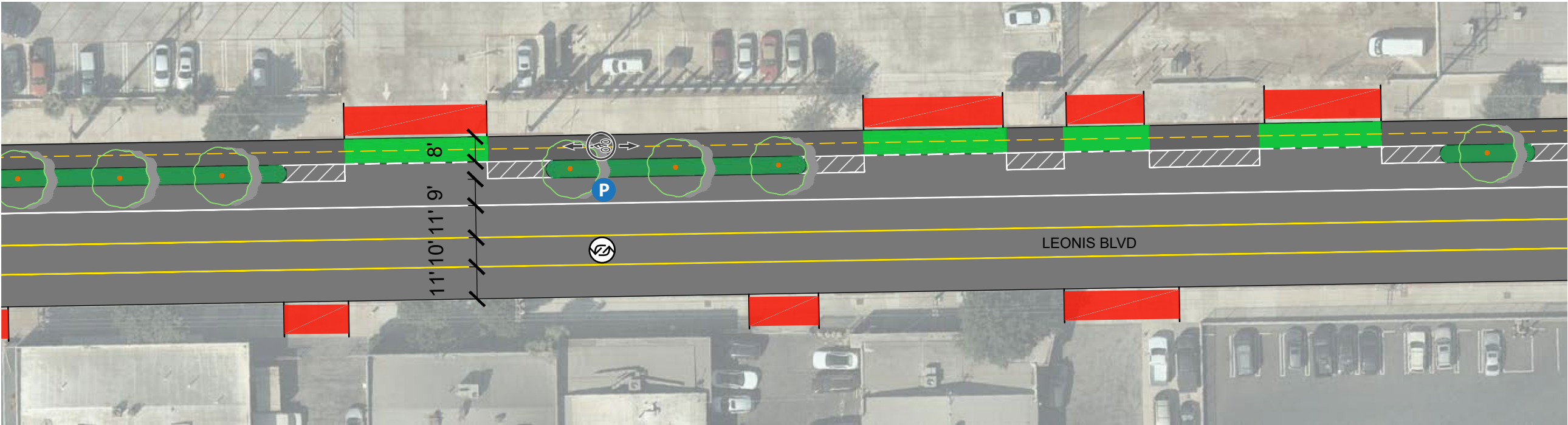
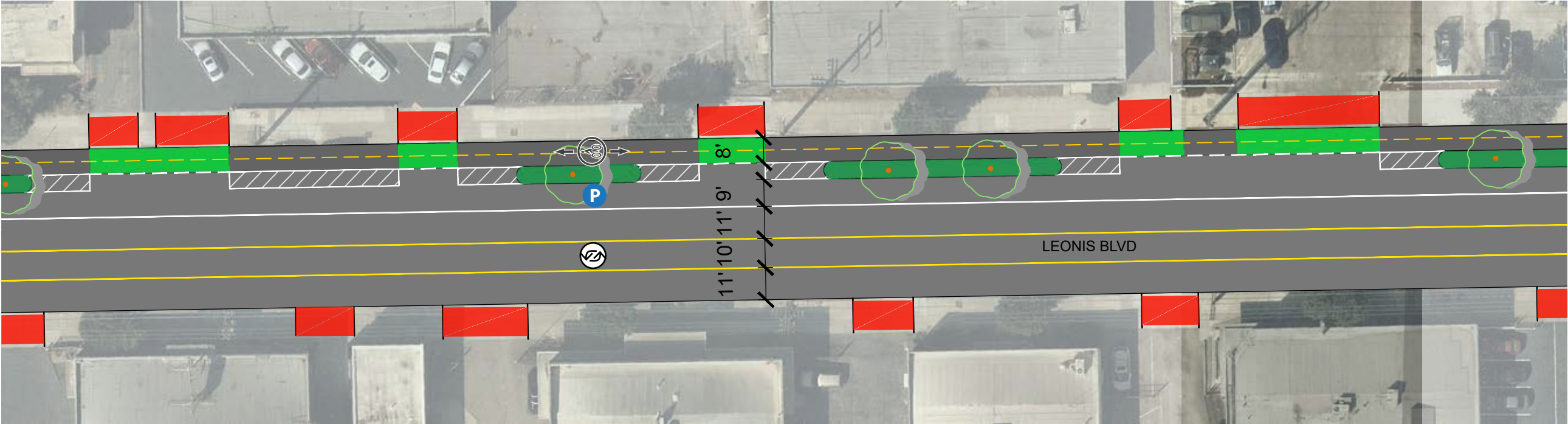


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|--|--|--|
|  DRIVEWAYS  |  CYCLE TRACK  |  BICYCLE SIGNAL PHASING |
|  BUS STOPS  |  TURN LANE    |  |
|  RAIL LINES |  PARKING LANE |  |

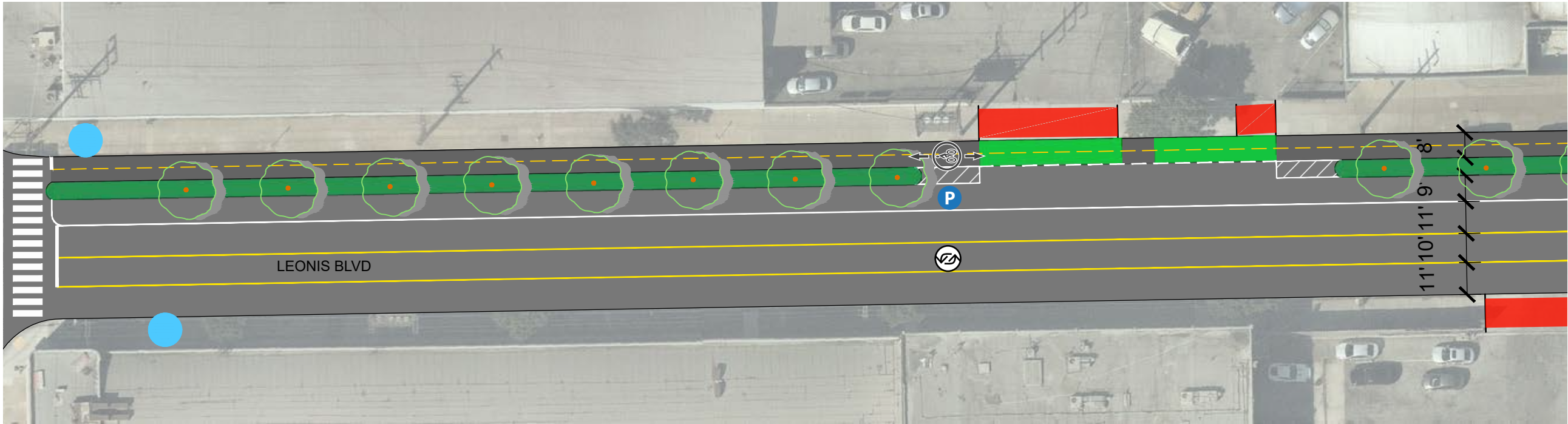
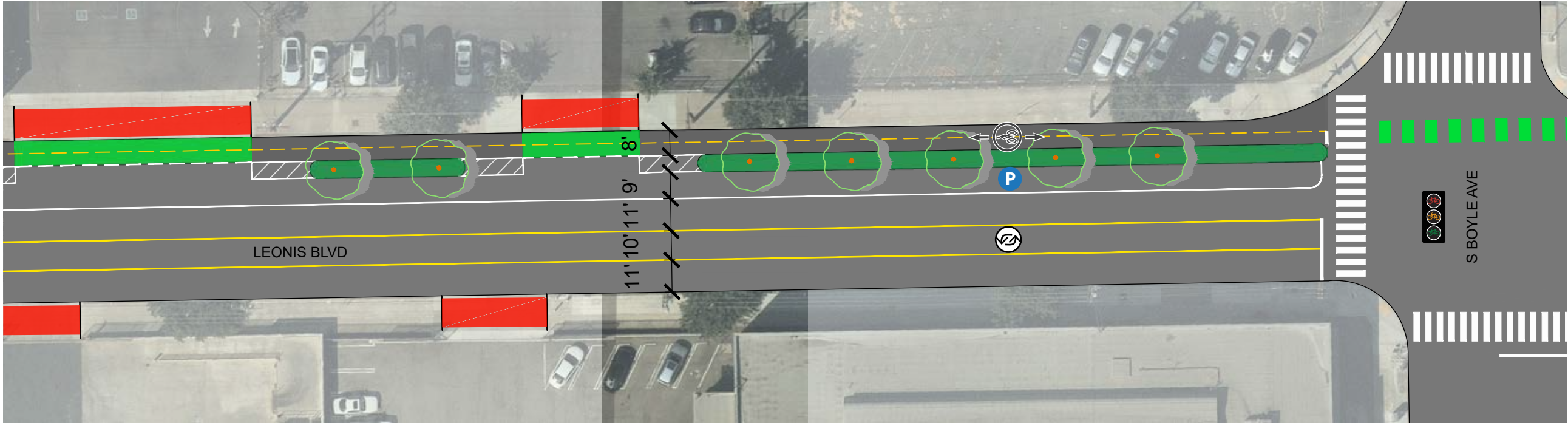
NOTE: ALL STRIPING IS FOR CONCEPTUAL LAYOUT PURPOSE ONLY










Leonis Boulevard / District Boulevard

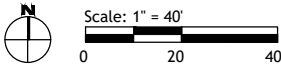


Leonis Boulevard / District Boulevard



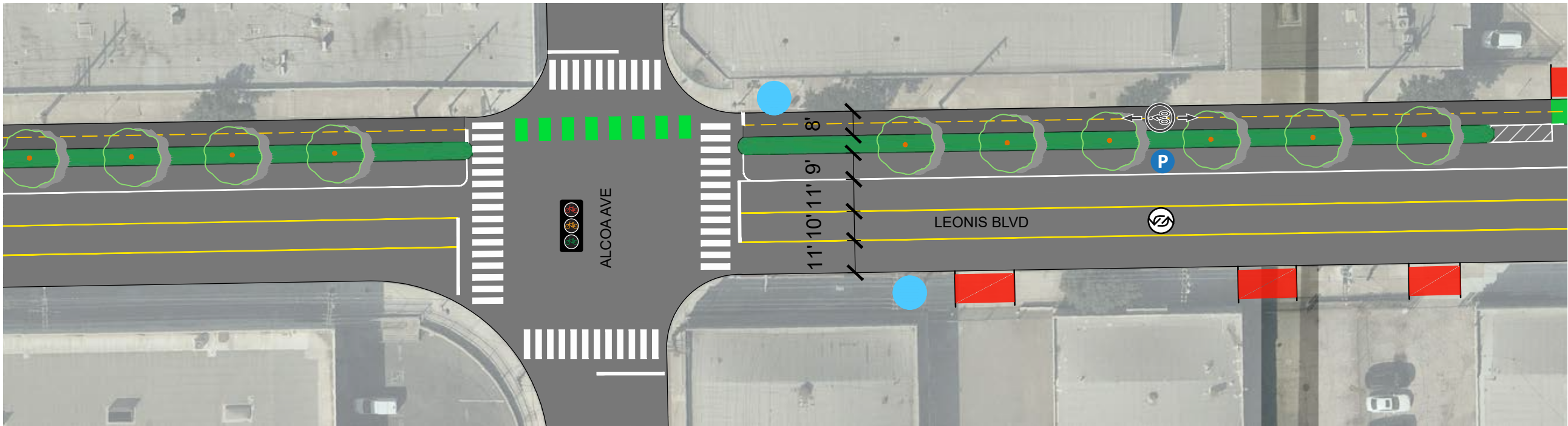
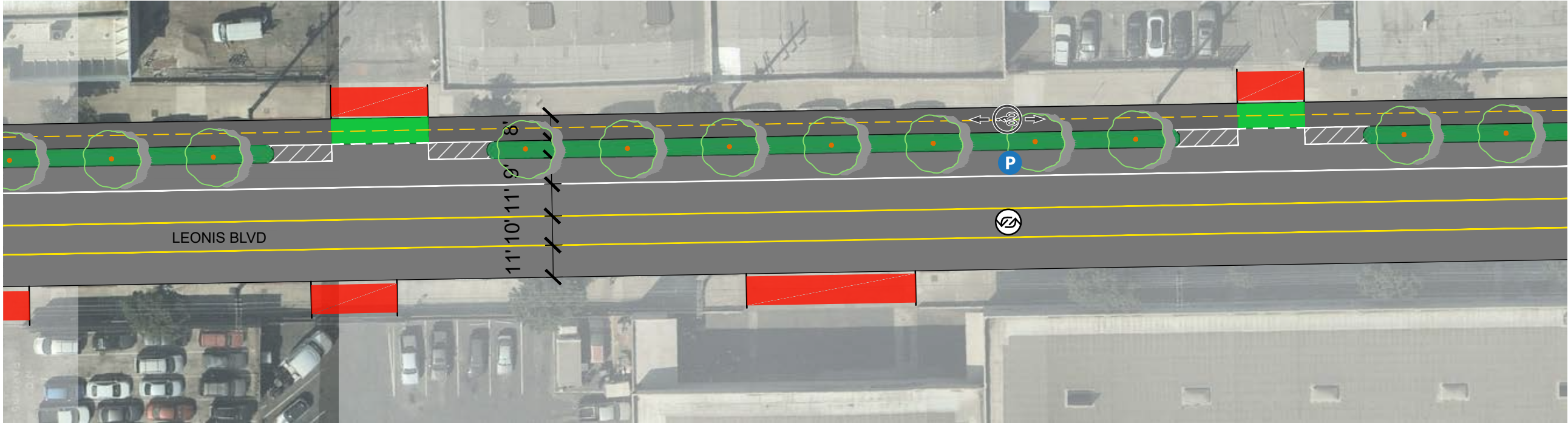
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|--|--|--|
|  DRIVEWAYS  |  CYCLE TRACK  |  BICYCLE SIGNAL PHASING |
|  BUS STOPS  |  TURN LANE    |  |
|  RAIL LINES |  PARKING LANE |  |

NOTE: ALL STRIPING IS FOR CONCEPTUAL LAYOUT PURPOSE ONLY



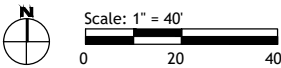


Leonis Boulevard / District Boulevard

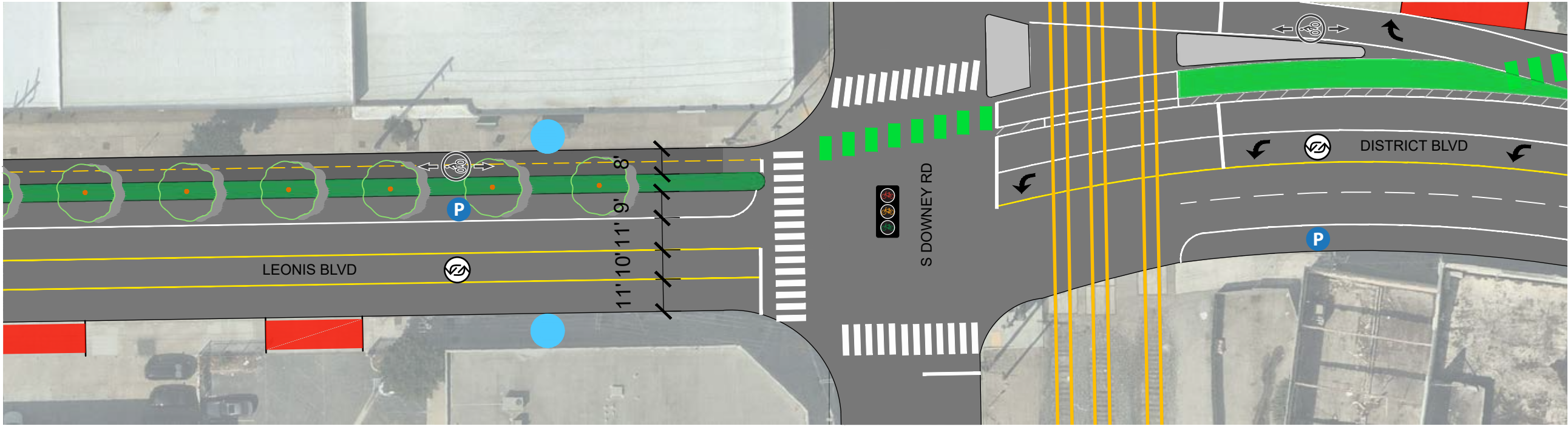
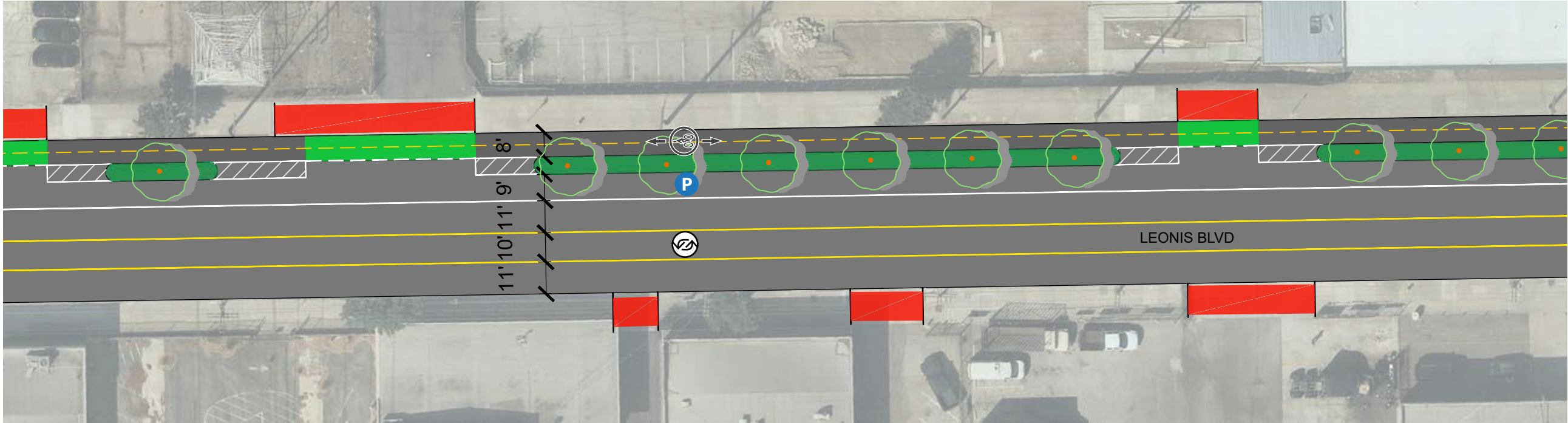









- DRIVEWAYS
- BUS STOPS
- RAIL LINES
- CYCLE TRACK
- TURN LANE
- PARKING LANE
- BICYCLE  
SIGNAL  
PHASING

NOTE: ALL STRIPING IS FOR CONCEPTUAL  
LAYOUT PURPOSE ONLY



Leonis Boulevard / District Boulevard

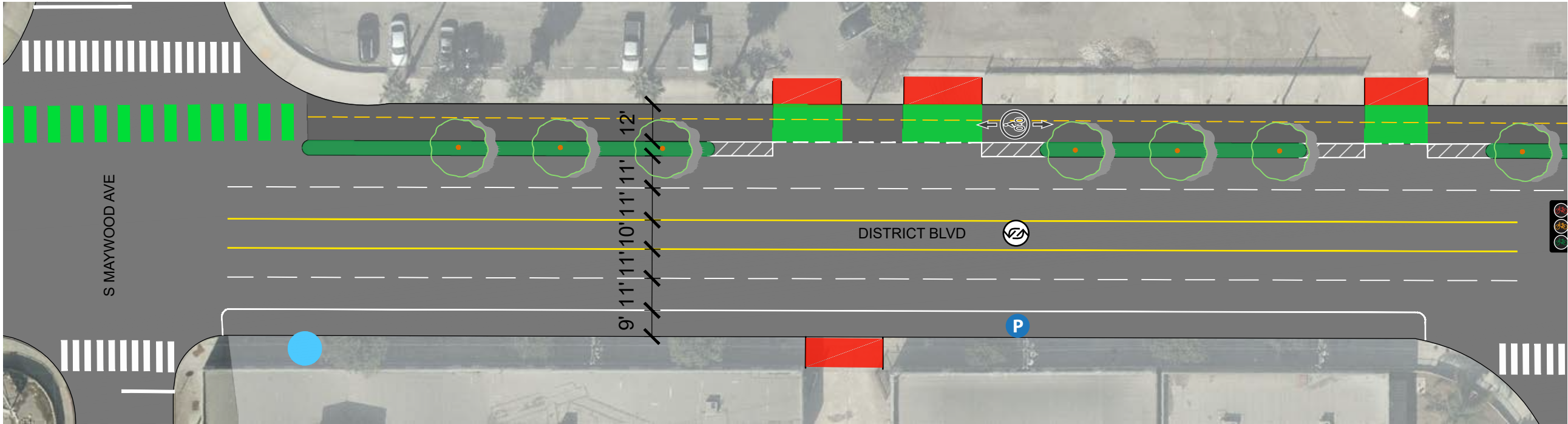
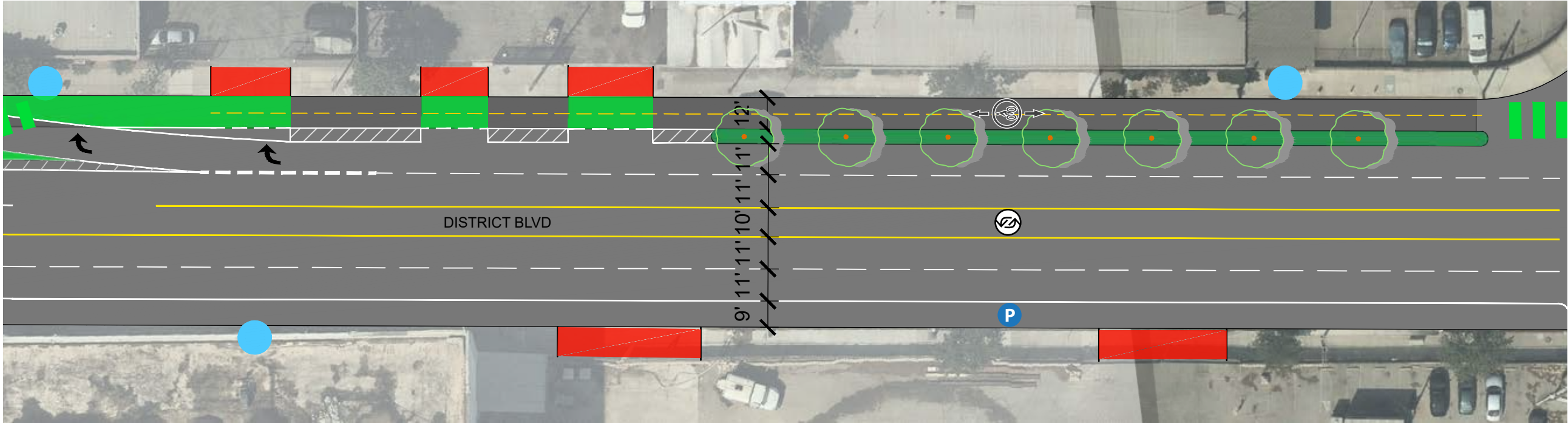


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|--|--|--|
|  DRIVEWAYS  |  CYCLE TRACK  |  BICYCLE SIGNAL PHASING |
|  BUS STOPS  |  TURN LANE    |  |
|  RAIL LINES |  PARKING LANE |  |

NOTE: ALL STRIPING IS FOR CONCEPTUAL LAYOUT PURPOSE ONLY

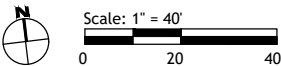


Leonis Boulevard / District Boulevard



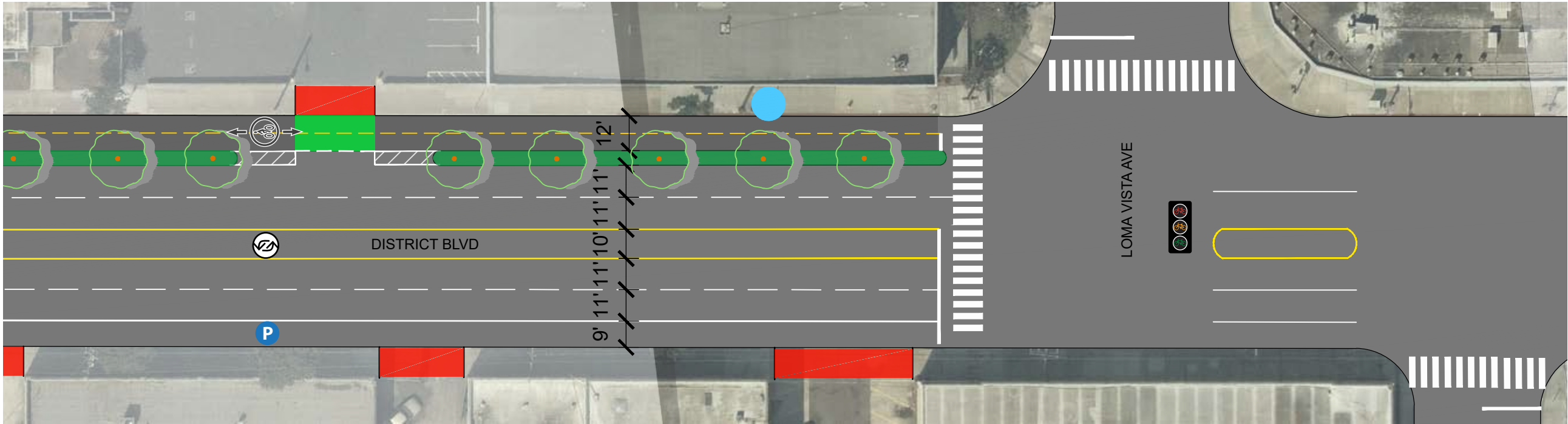
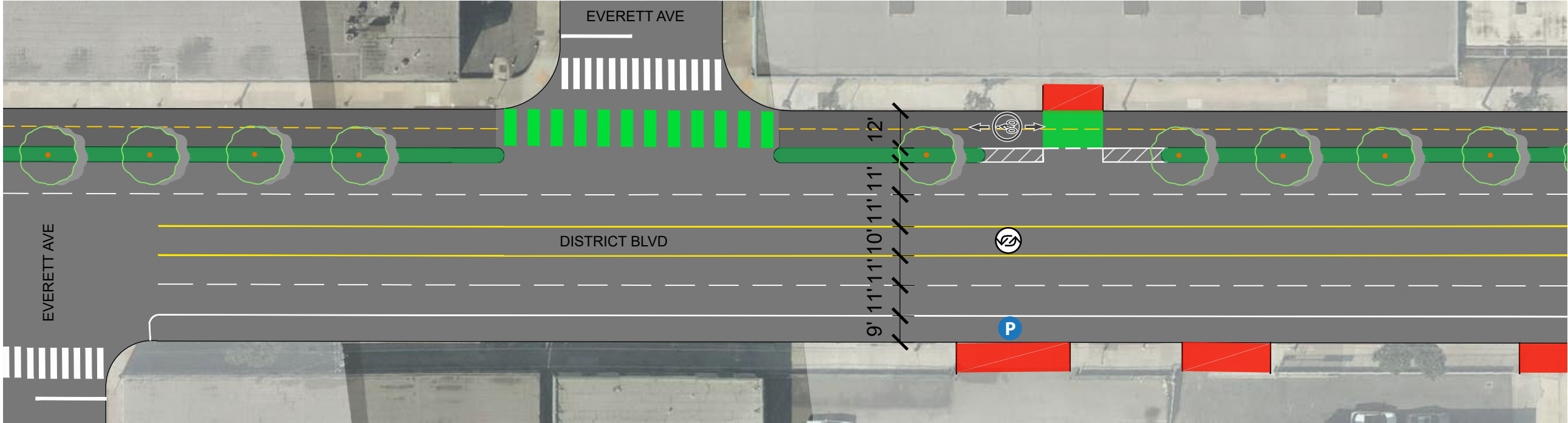
- DRIVEWAYS
- BUS STOPS
- RAIL LINES
- CYCLE TRACK
- TURN LANE
- PARKING LANE
- BICYCLE SIGNAL PHASING

NOTE: ALL STRIPING IS FOR CONCEPTUAL LAYOUT PURPOSE ONLY



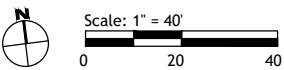


Leonis Boulevard / District Boulevard

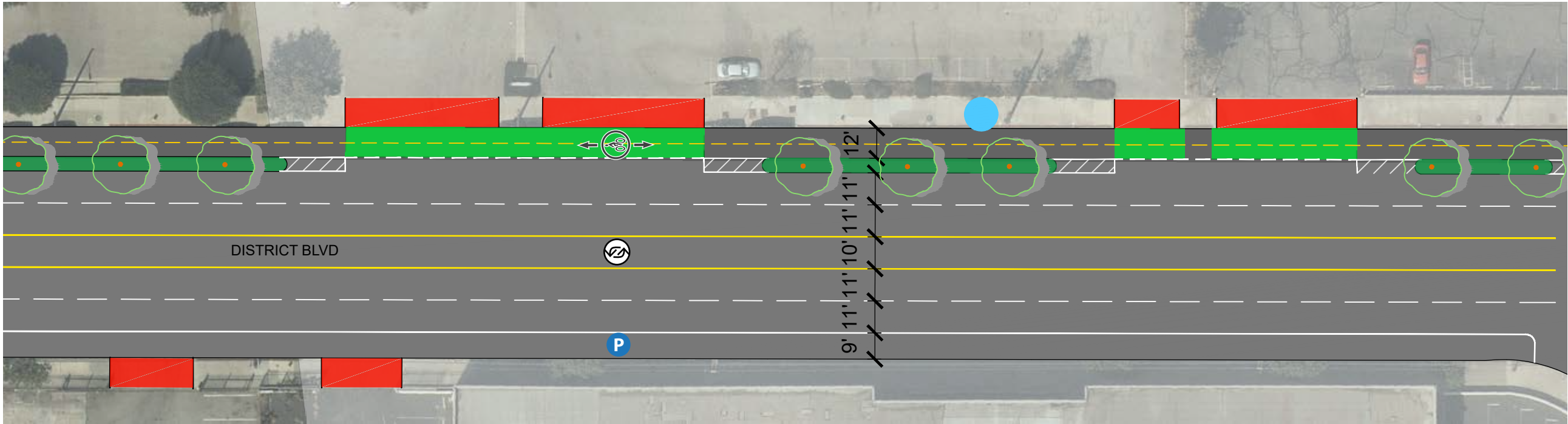
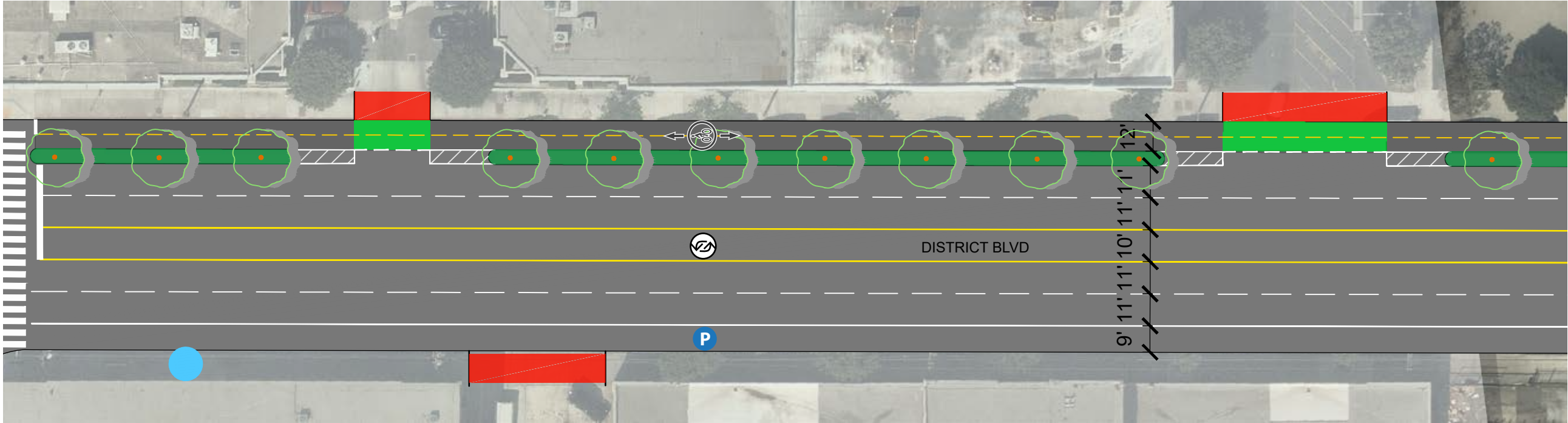


- DRIVEWAYS
- BUS STOPS
- RAIL LINES
- CYCLE TRACK
- TURN LANE
- PARKING LANE
- BICYCLE SIGNAL PHASING

NOTE: ALL STRIPING IS FOR CONCEPTUAL LAYOUT PURPOSE ONLY

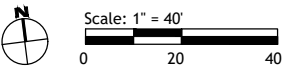


Leonis Boulevard / District Boulevard



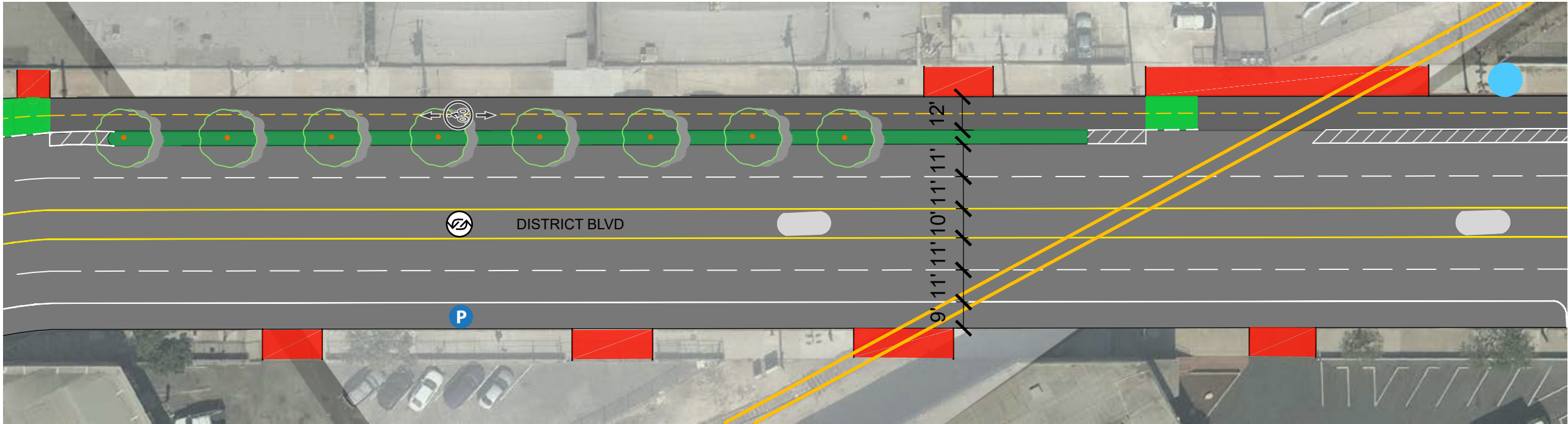
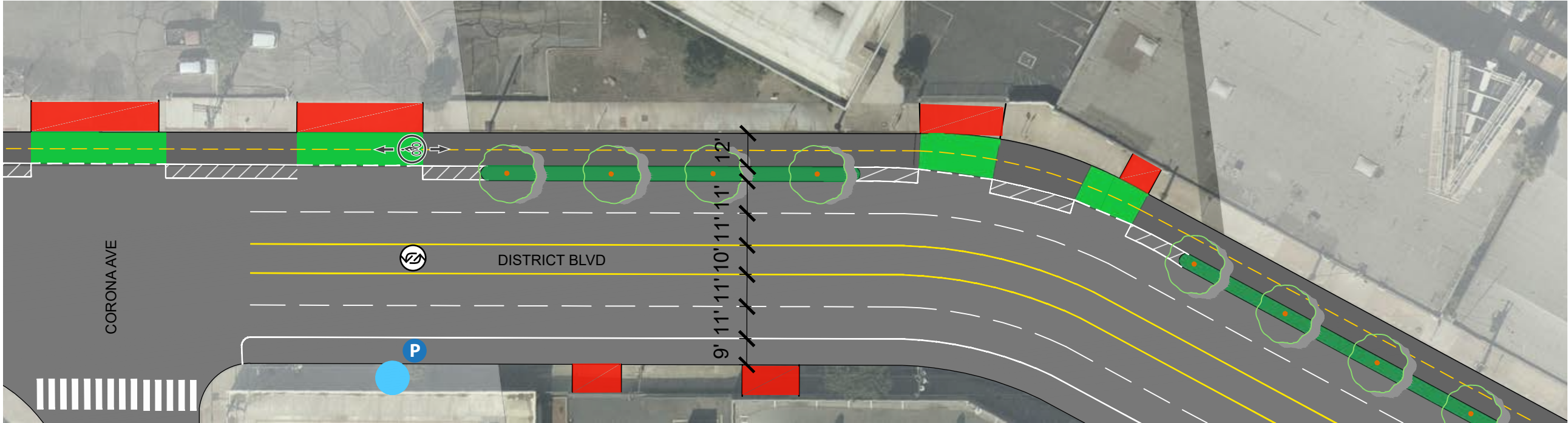
- DRIVEWAYS
- BUS STOPS
- RAIL LINES
- CYCLE TRACK
- TURN LANE
- PARKING LANE
- BICYCLE SIGNAL PHASING

NOTE: ALL STRIPING IS FOR CONCEPTUAL LAYOUT PURPOSE ONLY





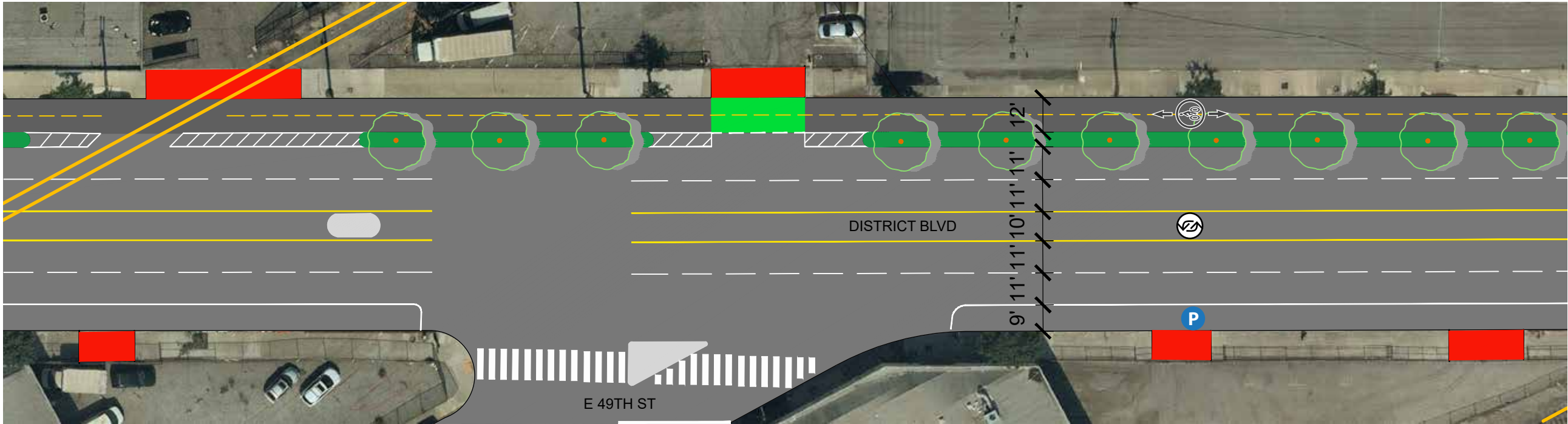
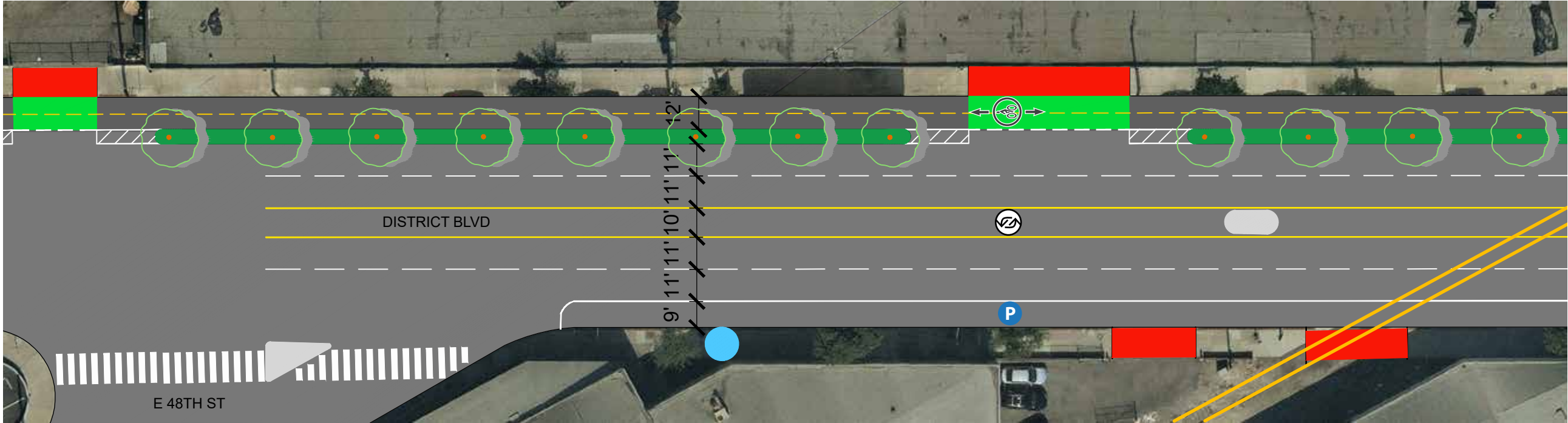
Leonis Boulevard / District Boulevard










- DRIVEWAYS
- BUS STOPS
- RAIL LINES
- CYCLE TRACK
- TURN LANE
- PARKING LANE
- BICYCLE SIGNAL PHASING

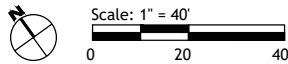
NOTE: ALL STRIPING IS FOR CONCEPTUAL LAYOUT PURPOSE ONLY

Leonis Boulevard / District Boulevard



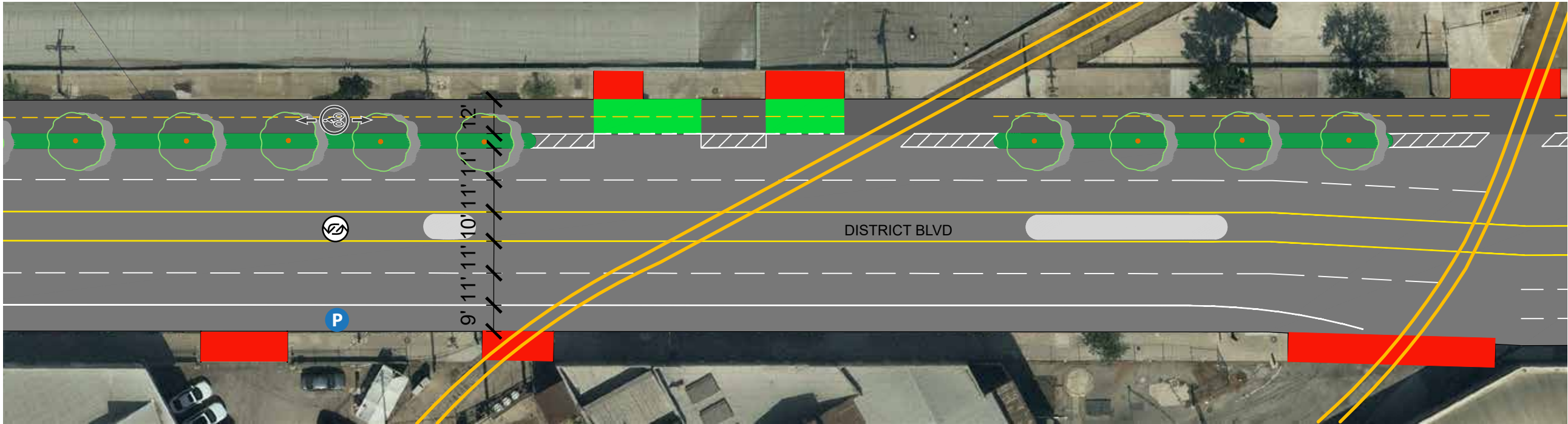
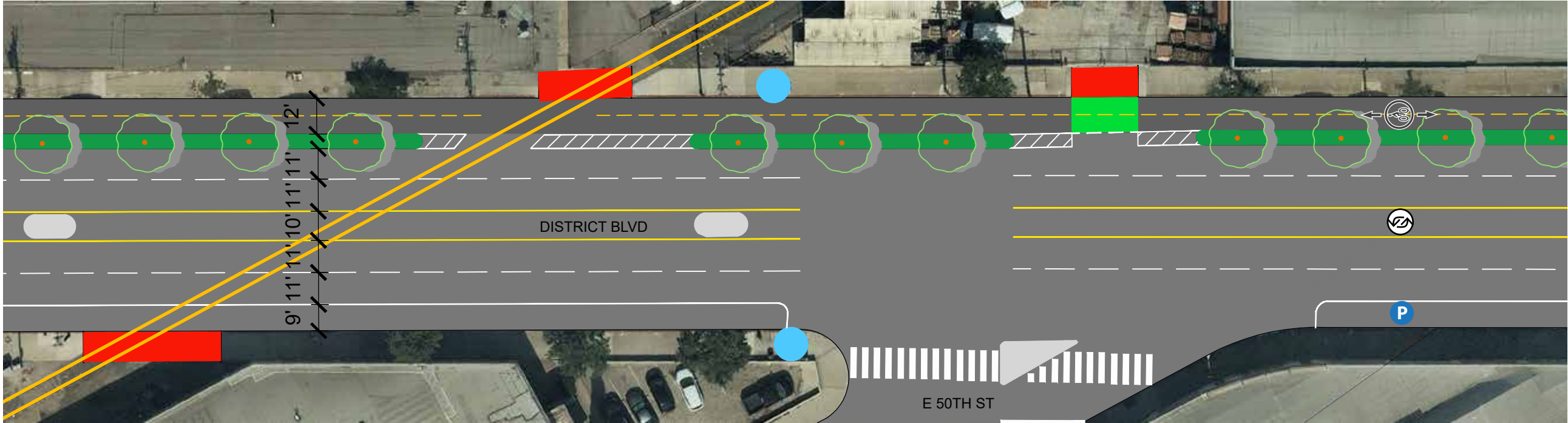
- |  |  |  |
|--|--|--|
|  DRIVEWAYS  |  CYCLE TRACK  |  BICYCLE<br>SIGNAL<br>PHASING |
|  BUS STOPS  |  TURN LANE    |  |
|  RAIL LINES |  PARKING LANE |  |

NOTE: ALL STRIPING IS FOR CONCEPTUAL  
LAYOUT PURPOSE ONLY



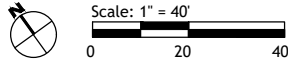


Leonis Boulevard / District Boulevard

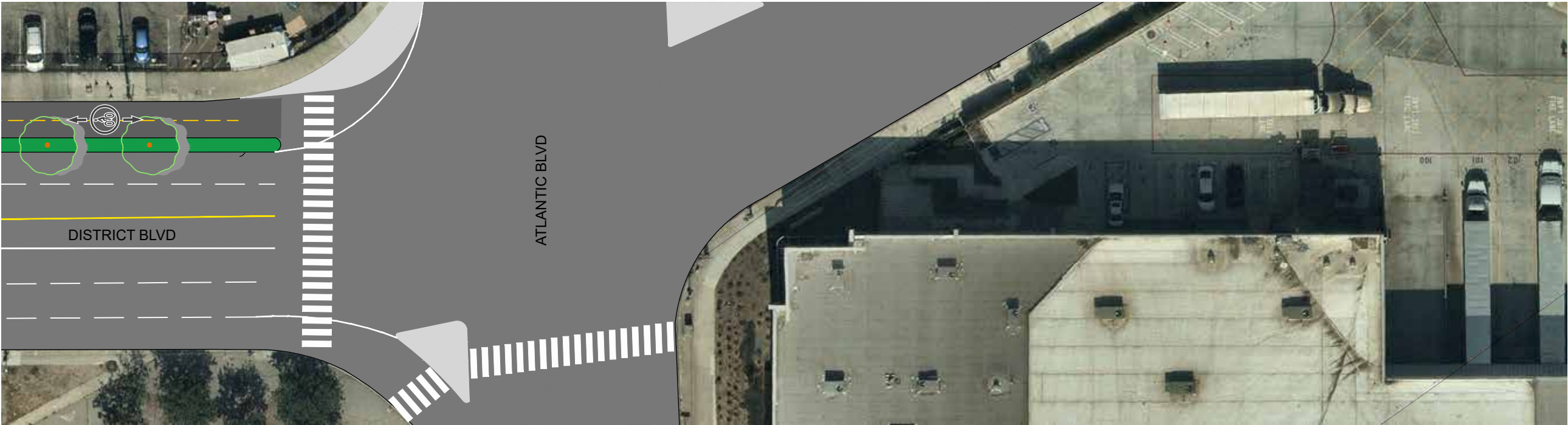
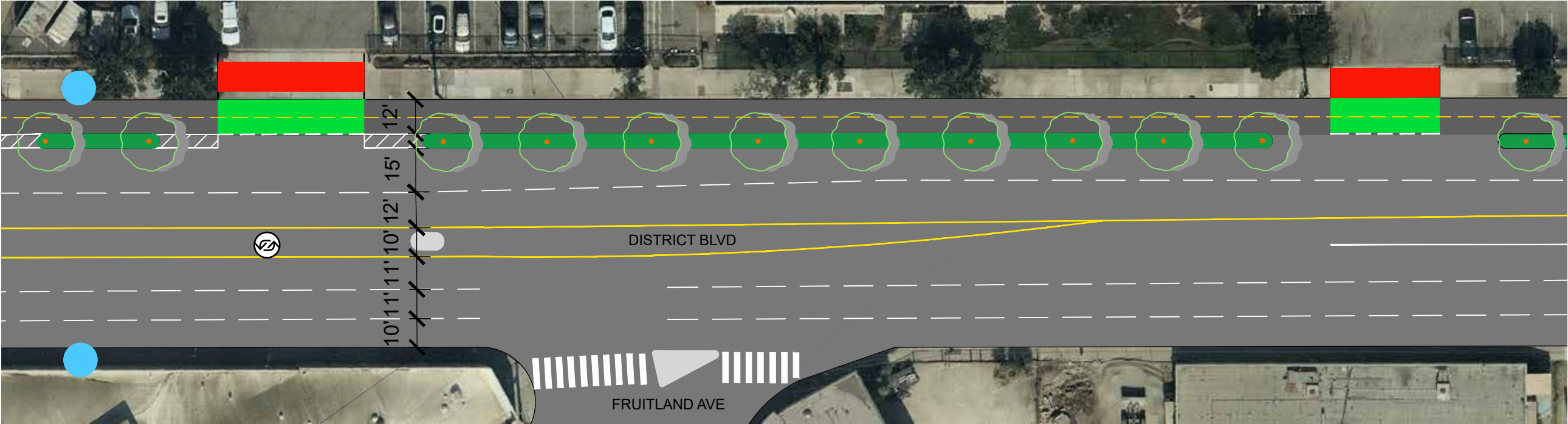


- DRIVEWAYS
- BUS STOPS
- RAIL LINES
- CYCLE TRACK
- TURN LANE
- PARKING LANE
- BICYCLE SIGNAL PHASING

NOTE: ALL STRIPING IS FOR CONCEPTUAL LAYOUT PURPOSE ONLY

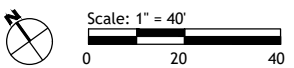


Leonis Boulevard / District Boulevard



- DRIVEWAYS
- BUS STOPS
- RAIL LINES
- CYCLE TRACK
- TURN LANE
- PARKING LANE
- BICYCLE SIGNAL PHASING

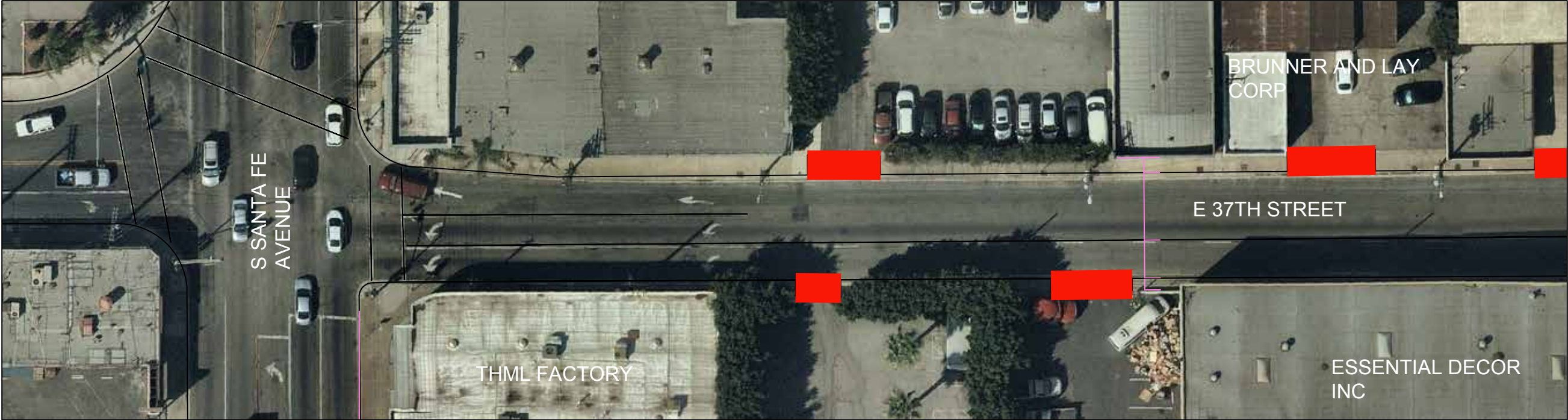
NOTE: ALL STRIPING IS FOR CONCEPTUAL LAYOUT PURPOSE ONLY



**B** CORRIDOR  
EXISTING  
CONDITIONS



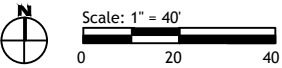
37th St



- DRIVEWAYS
- BUS STOPS
- RAIL LINES



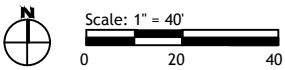
37th St



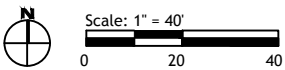
- DRIVEWAYS
- BUS STOPS
- RAIL LINES



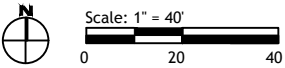
37th St



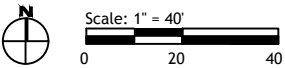
- DRIVEWAYS
- BUS STOPS
- RAIL LINES





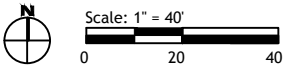
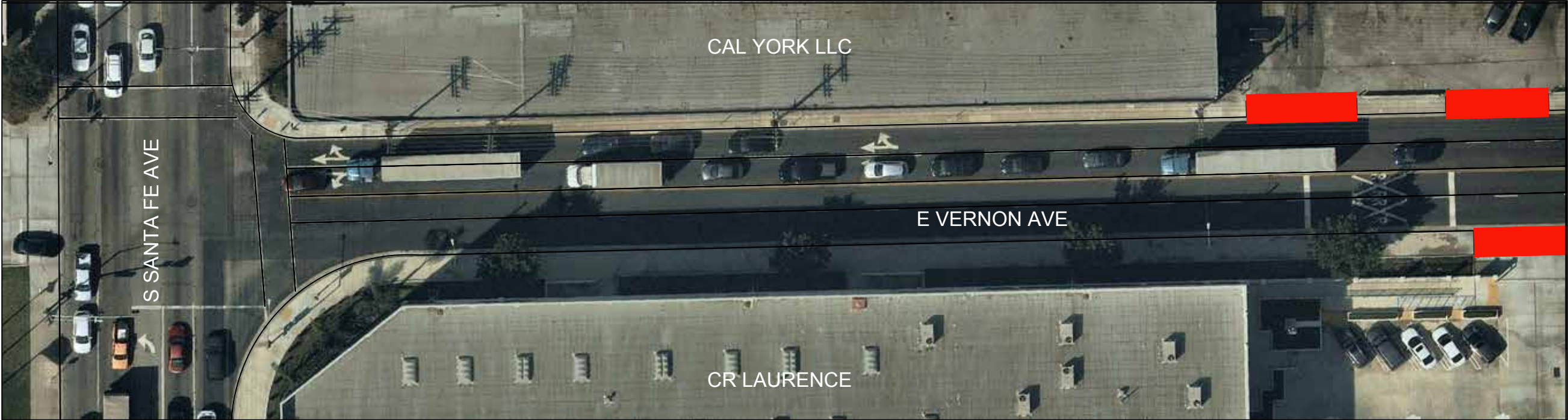


-  DRIVEWAYS
-  BUS STOPS
-  RAIL LINES

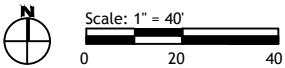




Vernon Avenue

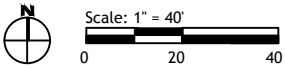
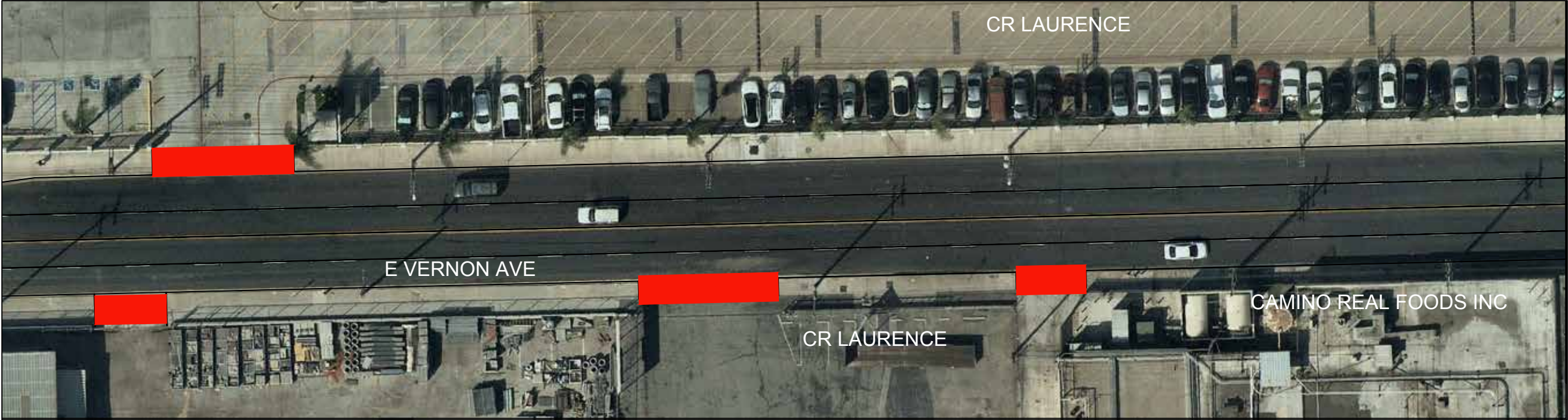


- DRIVEWAYS
- BUS STOPS
- RAIL LINES

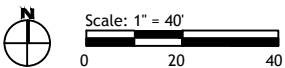




Vernon Avenue

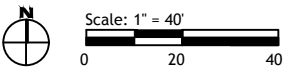


- DRIVEWAYS
- BUS STOPS
- RAIL LINES

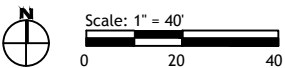




Vernon Avenue



- DRIVEWAYS
- BUS STOPS
- RAIL LINES





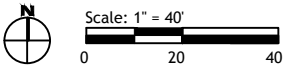
Vernon Avenue



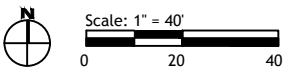
- DRIVEWAYS
- BUS STOPS
- RAIL LINES



Vernon Avenue

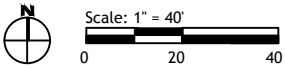


- DRIVEWAYS
- BUS STOPS
- RAIL LINES

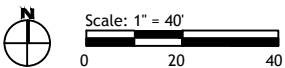




Vernon Avenue

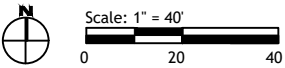


- DRIVEWAYS
- BUS STOPS
- RAIL LINES

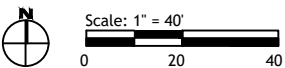




Vernon Avenue

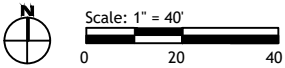


- DRIVEWAYS
- BUS STOPS
- RAIL LINES





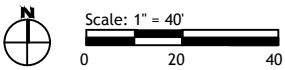
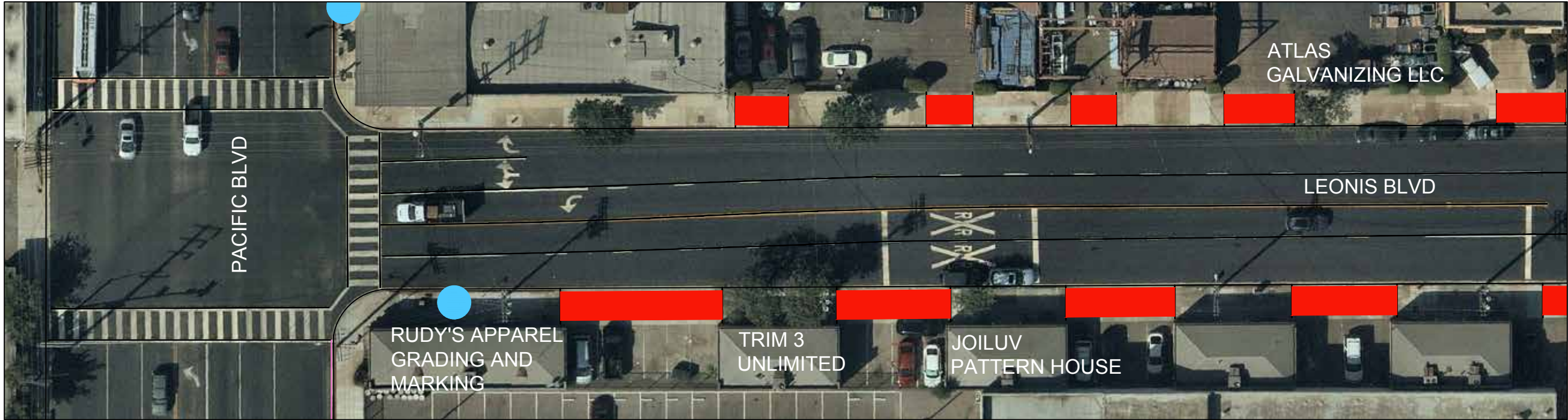
Vernon Avenue



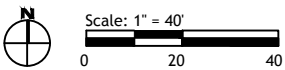
- DRIVEWAYS
- BUS STOPS
- RAIL LINES



Leonis Boulevard / District Boulevard

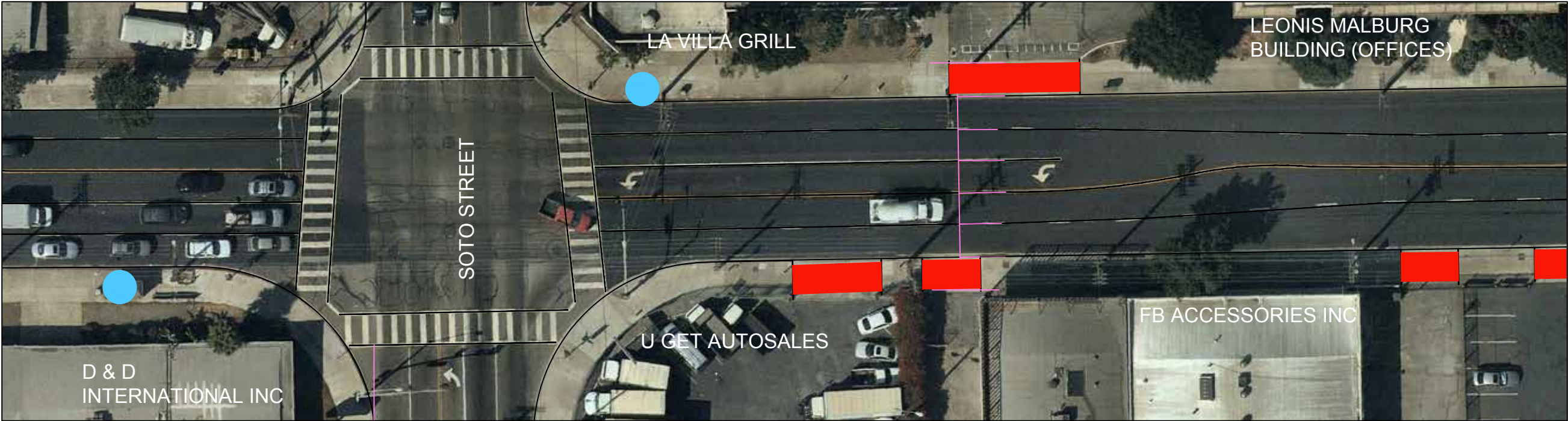
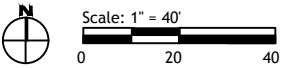


- DRIVEWAYS
- BUS STOPS
- RAIL LINES

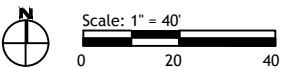




Leonis Boulevard / District Boulevard

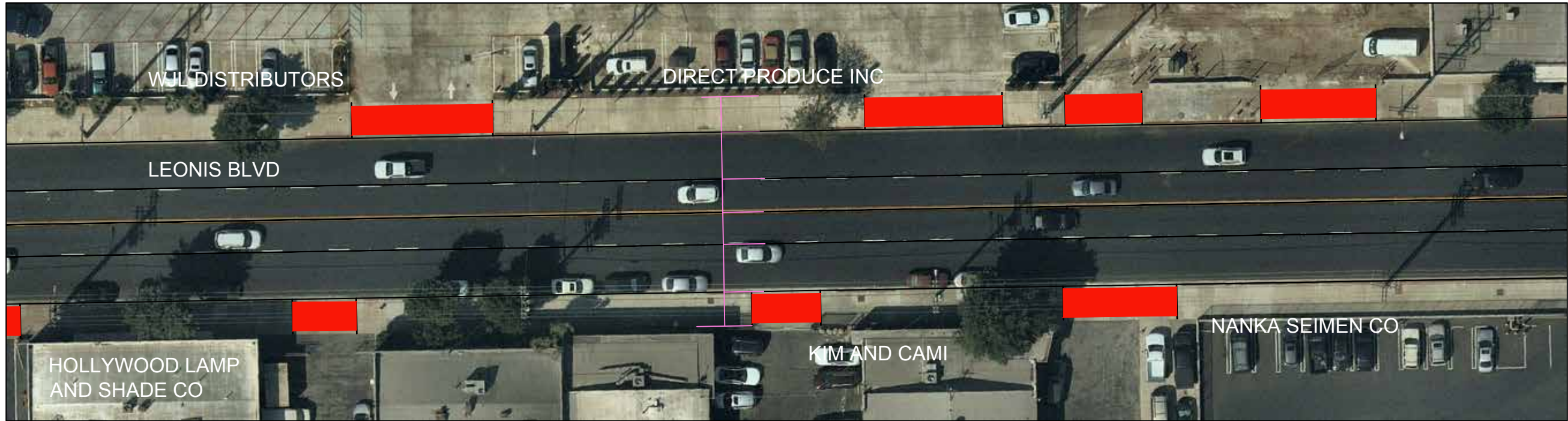
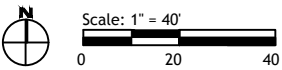


- DRIVEWAYS
- BUS STOPS
- RAIL LINES

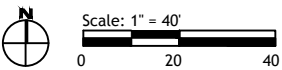




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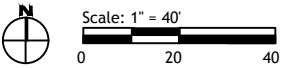


- DRIVEWAYS
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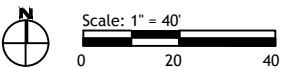




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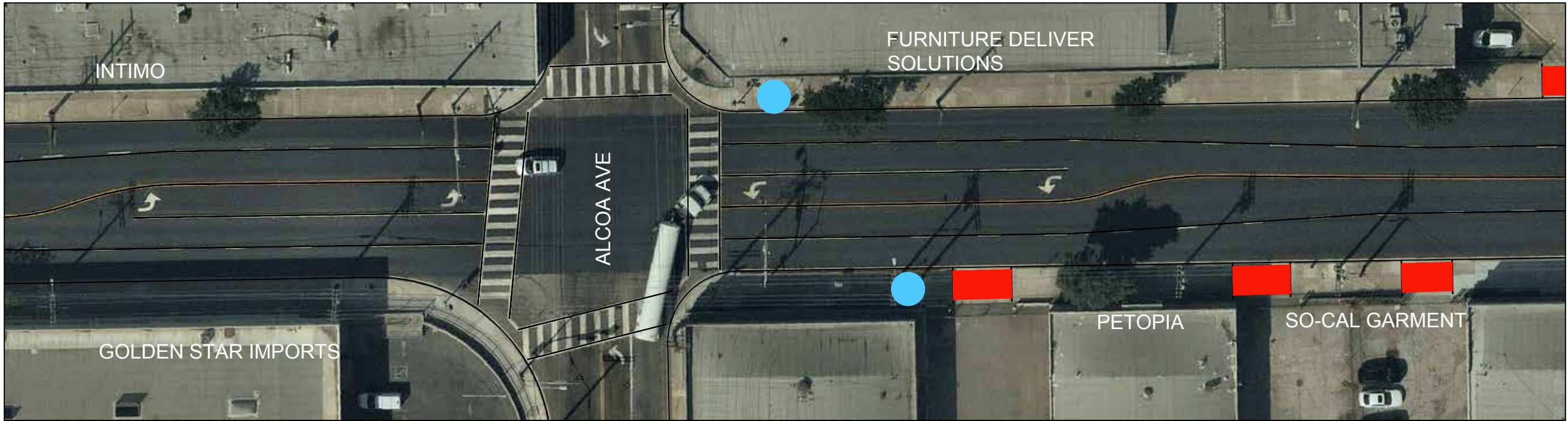
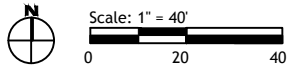
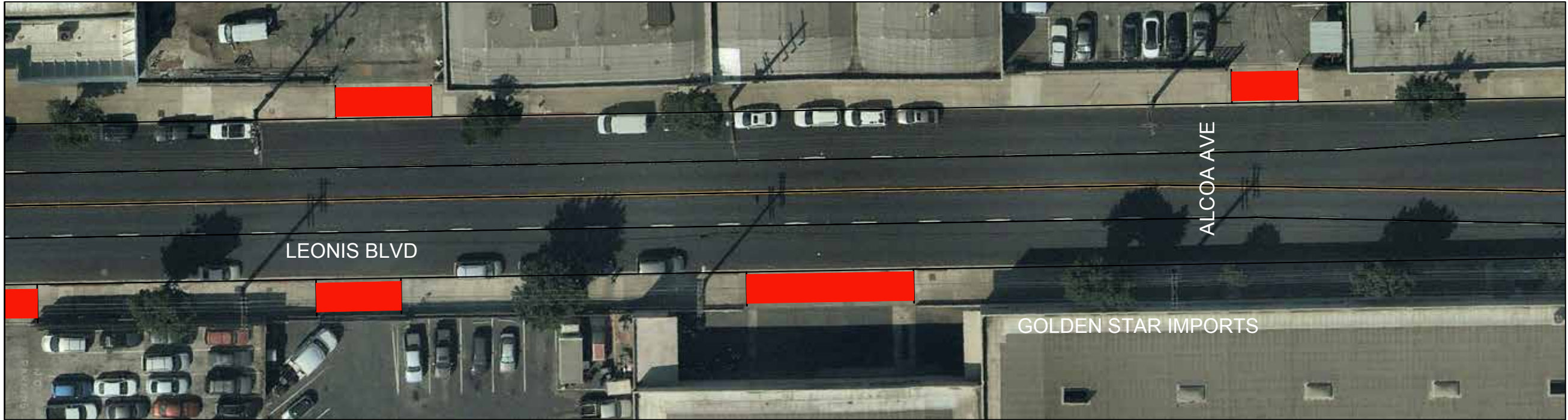


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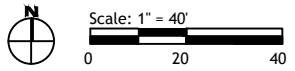




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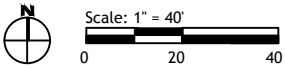


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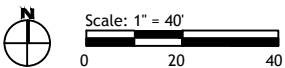




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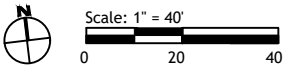


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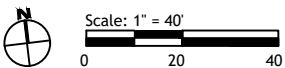




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- DRIVEWAYS
- BUS STOPS
- RAIL LINES





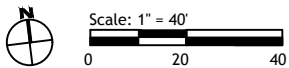
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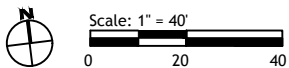
- DRIVEWAYS
- BUS STOPS
- RAIL LINES



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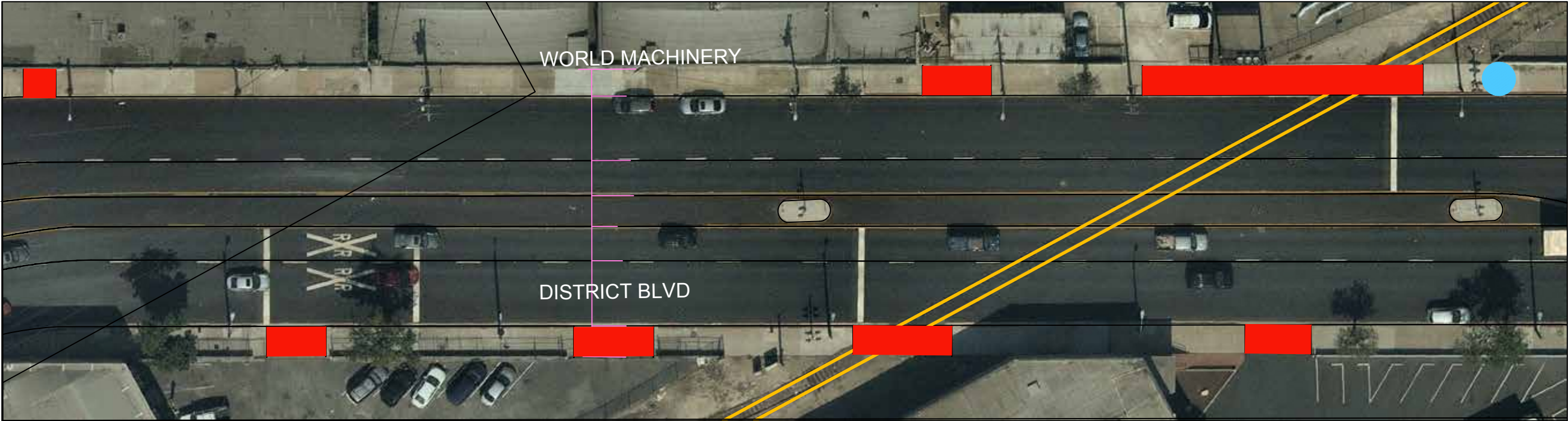
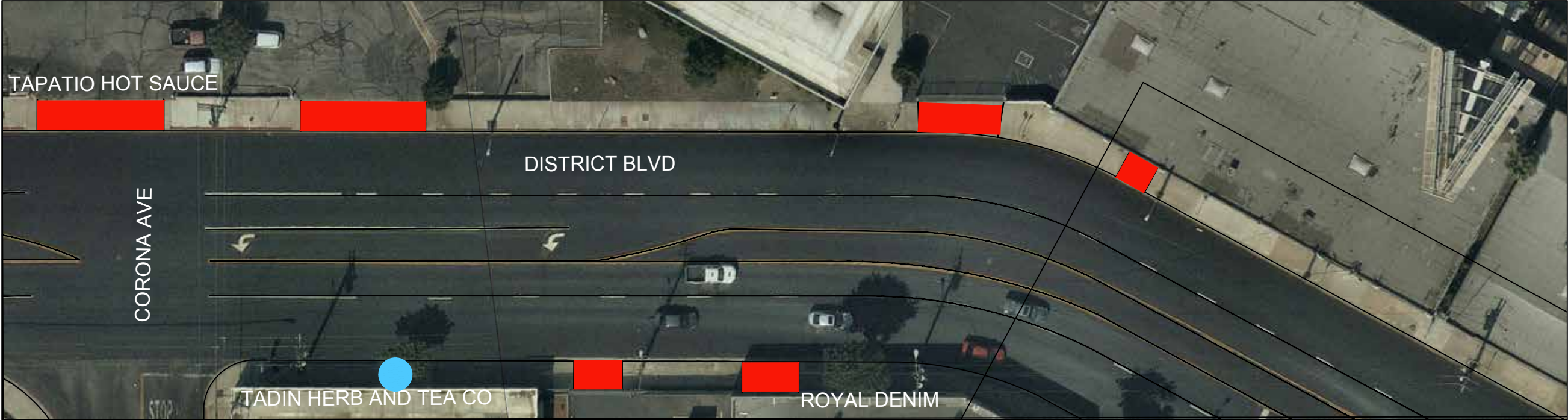


- DRIVEWAYS
- BUS STOPS
- RAIL LINES





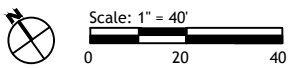
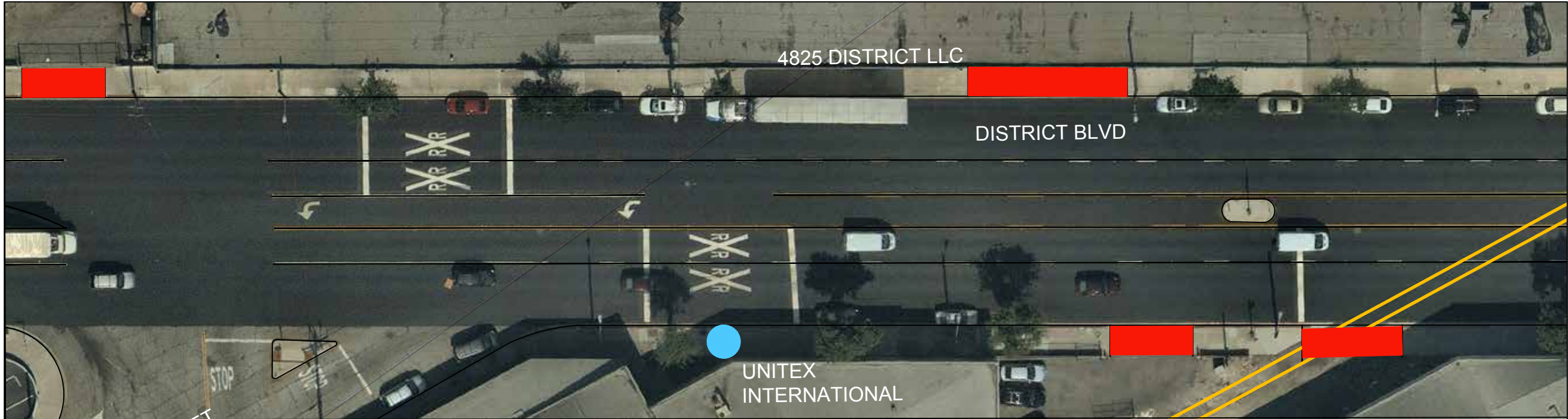
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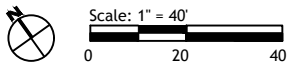
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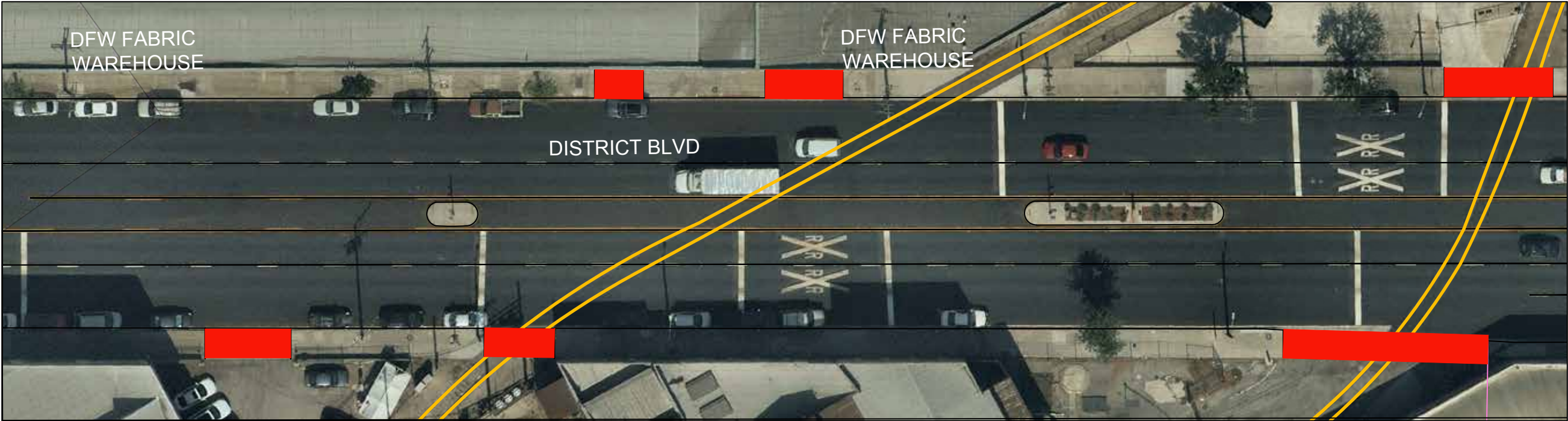
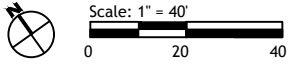
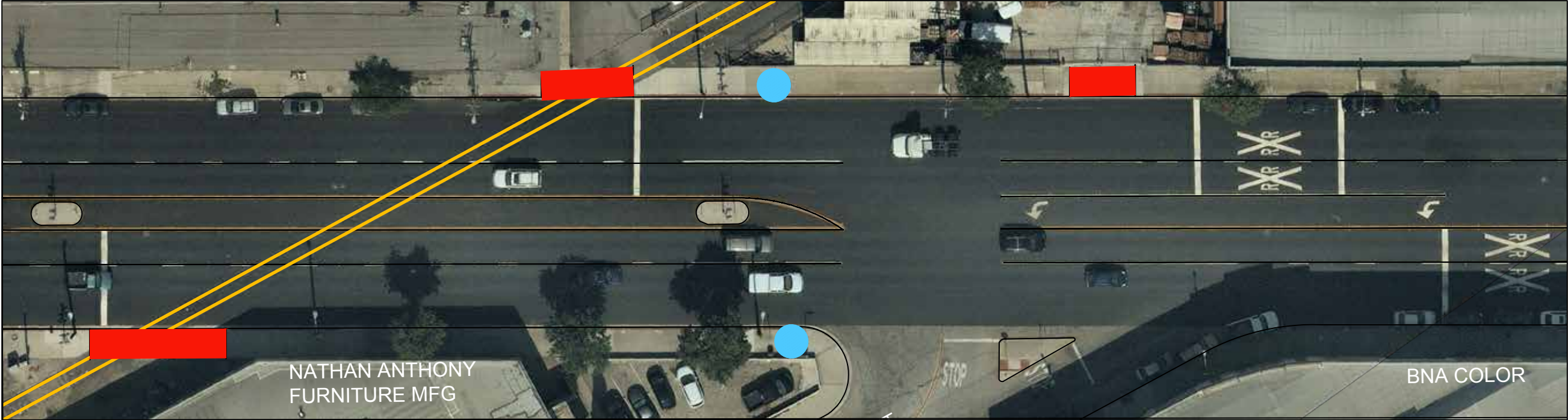


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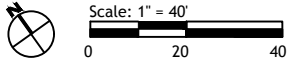




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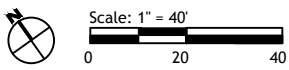


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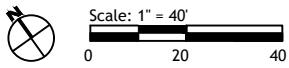




Leonis Boulevard / District Boulevard



- DRIVEWAYS
- BUS STOPS
- RAIL LINES



## C OUTREACH MATERIALS



## ¿QUÉ ES ESTE PROYECTO? / WHAT IS THIS PROJECT?



### METAS / GOALS

El proyecto concibe conexiones seguras en la ciudad de Vernon y el futuro camino del río de Los Angeles a través de la ciudad.

The project envisions safe, direct connections between the City of Vernon and the future Los Angeles River Path through the city.



### CORREDORES / CORRIDORS

Los corredores son las instalaciones para bicicletas y peatrones en la calle que llevan a las personas al Camino del Río de Los Angeles a través de Vernon.

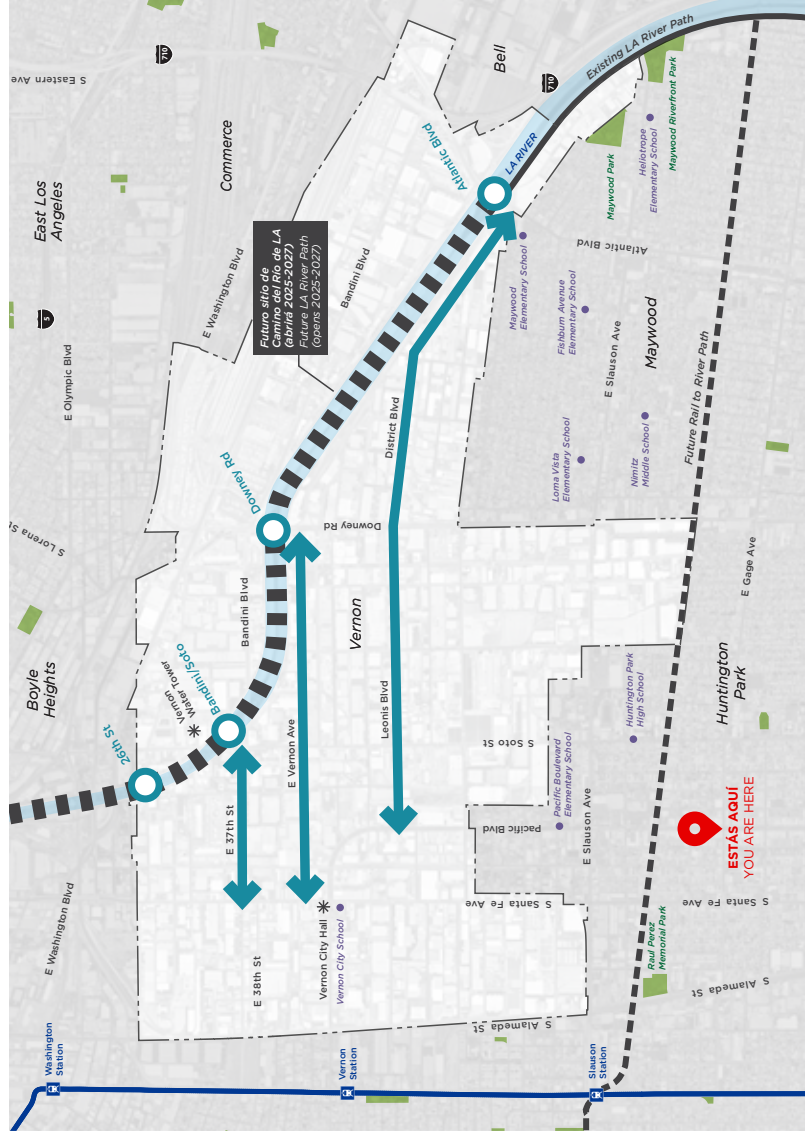
Corridores are the on-street bike and pedestrian facilities that get people to the LA River Path across Vernon.



### VÍAS DE ACCESO / GATEWAYS

Las vías de acceso son los puntos de entrada al futuro Camino del Río de Los Angeles. En cada puerta de entrada hay una oportunidad para una pequeña plaza o parque con amenidades públicas.

Gateways are the access points to the future LA River Path. At each gateway, there is an opportunity for a small plaza or park with public amenities.





## CITY OF VERNON LA RIVER PATH ACCESS PLAN CORRIDORES / CORRIDORS



### ¿CUALES MODIFICACIONES TE GUSTAN PARA CORREDORES? / WHAT CORRIDOR IMPROVEMENTS DO YOU LIKE?



# VÍAS DE ACCESO / GATEWAYS



## ¿CÓMO UTILIZARÍAS UNA VÍA DE ACCESO? / HOW WOULD YOU USE A GATEWAY?



ALMUERZO  
LUNCH



RELAJAR  
RELAX



JUGAR  
PLAY



SOCIALIZAR  
SOCIALIZE



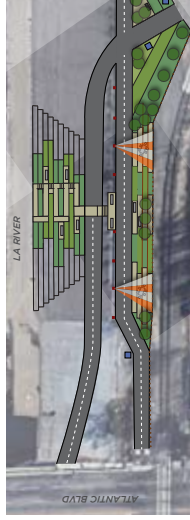
EJERCICIO  
EXERCISE



PASAR TIEMPO EN LA NATURALEZA  
SPEND TIME IN NATURE



¿OTRO?  
OTHER?



## VERNON ACTIVE TRANSPORTATION ACCESS PLAN SURVEY

1. DO YOU WORK IN THE CITY OF VERNON?

- ☐ YES  
☐ NO

2. HOW DO YOU CURRENTLY COMMUTE TO WORK?

- ☐ PERSONAL AUTOMOBILE  
☐ CARPOOL  
☐ PUBLIC TRANSIT (BUS/TRAIN)  
☐ BICYCLE  
☐ WALK  
☐ SCOOTER  
☐ OTHER

3. WHAT CITY DO YOU COMMUTE FROM?

CITY:

ZIP:

4. WHAT WOULD MAKE YOUR COMMUTE EASIER?

5. HOW EXCITED ARE YOU ABOUT THE LA RIVER PATH PROJECT? CIRCLE ONE

1 2 3 4 5 6 7 8 9 10

6. ONCE THE PATH IS COMPLETE, HOW LIKELY ARE YOU TO USE IT TO COMMUTE TO WORK?

- ☐ VERY LIKELY  
☐ LIKELY  
☐ NEITHER LIKELY NOR UNLIKELY  
☐ UNLIKELY  
☐ VERY UNLIKELY

7. HOW EASY OR DIFFICULT IS IT TO WALK IN VERNON?

- ☐ VERY EASY  
☐ EASY  
☐ NEITHER EASY NOR DIFFICULT  
☐ DIFFICULT  
☐ VERY DIFFICULT

8. HOW EASY OR DIFFICULT IS IT TO BICYCLE/SCOOTER IN VERNON?

- ☐ VERY EASY  
☐ EASY  
☐ NEITHER EASY NOR DIFFICULT  
☐ DIFFICULT  
☐ VERY DIFFICULT

9. HOW EASY OR DIFFICULT IS IT TO TAKE PUBLIC TRANSIT TO VERNON?

- ☐ VERY EASY  
☐ EASY  
☐ NEITHER EASY NOR DIFFICULT  
☐ DIFFICULT  
☐ VERY DIFFICULT

10. DO YOU FEEL SAFE RIDING A BICYCLE IN TRAFFIC?

- ☐ YES  
☐ NO  
☐ SOMETIMES

11. DO YOU FEEL SAFE RIDING A BICYCLE IN TRAFFIC IN VERNON?

- ☐ YES  
☐ NO  
☐ SOMETIMES

12. HOW SAFE DO YOU FEEL WHILE USING THE FOLLOWING TYPES OF BIKE FACILITIES?



OFF STREET GREENWAYS/MULTI-USE PATHS

- ☐ VERY SAFE  
☐ SOMEWHAT SAFE  
☐ NEUTRAL  
☐ SOMEWHAT UNSAFE  
☐ VERY UNSAFE  
☐ DON'T KNOW/NEVER USED



ON-STREET SEPARATED/PHYSICALLY PROTECTED BIKEWAYS

- ☐ VERY SAFE  
☐ SOMEWHAT SAFE  
☐ NEUTRAL  
☐ SOMEWHAT SAFE  
☐ VERY UNSAFE  
☐ DON'T KNOW/NEVER USED



BUFFERED BIKE LANES

- ☐ VERY SAFE  
☐ SOMEWHAT SAFE  
☐ NEUTRAL  
☐ SOMEWHAT SAFE  
☐ VERY UNSAFE  
☐ DON'T KNOW/NEVER USED



COLOR PAINTED BIKE LANES

- ☐ VERY SAFE  
☐ SOMEWHAT SAFE  
☐ NEUTRAL  
☐ SOMEWHAT SAFE  
☐ VERY UNSAFE  
☐ DON'T KNOW/NEVER USED



STRIPED BIKE LANES

- ☐ VERY SAFE  
☐ SOMEWHAT SAFE  
☐ NEUTRAL  
☐ SOMEWHAT SAFE  
☐ VERY UNSAFE  
☐ DON'T KNOW/NEVER USED



BIKE ROUTES (SIGNAGE/SHARROWS)

- ☐ VERY SAFE  
☐ SOMEWHAT SAFE  
☐ NEUTRAL  
☐ SOMEWHAT SAFE  
☐ VERY UNSAFE  
☐ DON'T KNOW/NEVER USED

13. IF YOU WERE TO PRIORITIZE BICYCLE FACILITY IMPROVEMENTS IN YOUR COMMUNITY, WHICH WOULD BE YOUR TOP 3? (SELECT THREE)



OFF STREET MULTI-USE PATHS



BUFFERED BIKE LANES



COLOR PAINTED BIKE LANES



STRIPED BIKE LANES



13. IF YOU WERE TO PRIORITIZE BICYCLE FACILITY IMPROVEMENTS IN YOUR COMMUNITY, WHICH WOULD BE YOUR TOP 3? (SELECT THREE)



BIKE ROUTES (SIGNAGE/SHARROWS)



BIKE PARKING

14. WHEN CROSSING THE STREET, HOW SAFE DO YOU FEEL USING THE FOLLOWING TYPES OF FACILITIES?



NO FACILITY (NO SIGNAL/NO CROSSWALK)

- ☐ VERY SAFE  
☐ SOMEWHAT SAFE  
☐ NEUTRAL  
☐ SOMEWHAT UNSAFE  
☐ VERY UNSAFE  
☐ DON'T KNOW/NEVER USED



PAINTED CROSSWALK (SIGNALIZED)

- ☐ VERY SAFE  
☐ SOMEWHAT SAFE  
☐ NEUTRAL  
☐ SOMEWHAT UNSAFE  
☐ VERY UNSAFE  
☐ DON'T KNOW/NEVER USED



CURB EXTENSIONS

- ☐ VERY SAFE  
☐ SOMEWHAT SAFE  
☐ NEUTRAL  
☐ SOMEWHAT UNSAFE  
☐ VERY UNSAFE  
☐ DON'T KNOW/NEVER USED



PAINTED CROSSWALK (NO SIGNAL)

- ☐ VERY SAFE  
☐ SOMEWHAT SAFE  
☐ NEUTRAL  
☐ SOMEWHAT UNSAFE  
☐ VERY UNSAFE  
☐ DON'T KNOW/NEVER USED



PEDESTRIAN REFUGE ISLANDS

- ☐ VERY SAFE  
☐ SOMEWHAT SAFE  
☐ NEUTRAL  
☐ SOMEWHAT UNSAFE  
☐ VERY UNSAFE  
☐ DON'T KNOW/NEVER USED



ADVANCED PEDESTRIAN SIGNALS

- ☐ VERY SAFE  
☐ SOMEWHAT SAFE  
☐ NEUTRAL  
☐ SOMEWHAT UNSAFE  
☐ VERY UNSAFE  
☐ DON'T KNOW/NEVER USED

15. IF YOU WERE TO PRIORITIZE PEDESTRIAN FACILITY IMPROVEMENTS IN VERNON, WHICH WOULD BE YOUR TOP 3? (SELECT UP TO 3)



CROSSWALKS



CURB EXTENSIONS



PEDESTRIAN REFUGE ISLANDS



STREET TREES



LEADING PEDESTRIAN SIGNALS

16. WOULD YOU GO OUT OF YOUR WAY TO USE A BIKE LANE THAT IS SEPARATED FROM TRUCK AND CAR TRAFFIC? IF SO, HOW FAR?

- ☐ 0 BLOCKS  
☐ 3-4 BLOCKS

- ☐ 1-2 BLOCKS  
☐ 3-4 BLOCKS

17. WOULD THE PROPOSED IMPROVEMENTS ENCOURAGE YOU TO WALK OR BIKE MORE IN VERNON?

- ☐ YES ☐ NO ☐ MAYBE

18. WOULD THE PROPOSED BIKEWAYS IN VERNON ALLOW YOU TO GET TO WORK/HOME?

- ☐ YES ☐ NO ☐ MAYBE

19. WOULD THE NEW LA RIVER PATH ALLOW YOU TO GET TO WORK/HOME?

- ☐ YES ☐ NO ☐ MAYBE

20. DO YOU USE THE EXISTING LA RIVER PATH?

- ☐ YES ☐ NO ☐ MAYBE

21. WHAT THREE THINGS WOULD YOU MOST LIKE TO SEE AT THE LA RIVER PATH ACCESS POINTS IN VERNON?

- ☐ 1. ☐ 2. ☐ 3.

22. DO YOU HAVE ACCESS TO A WORKING BICYCLE MOST DAYS?

- ☐ YES ☐ NO

23. DO YOU LIVE IN VERNON?

- ☐ YES ☐ NO

24. WHAT IS YOUR AGE?

- ☐ UNDER 18 ☐ 45-54  
☐ 18-24 ☐ 55-64  
☐ 25-34 ☐ 65+  
☐ 35-44

25. WHAT GENDER DO YOU IDENTIFY WITH?

- ☐ MALE ☐ FEMALE  
☐ OTHER ☐ DECLINE TO STATE

26. IF YOU WOULD LIKE TO SHARE ANY OTHER CHALLENGES TO WALKING, BIKING, OR SKATING IN VERNON (E.G., SPECIFIC INTERSECTIONS AND/OR FACILITIES THAT CAN BE IMPROVED), PLEASE DO SO HERE:

## PLAN DE TRANSPORTE Y ACCESO ACTIVO DE VERNON ENCUESTA

1. ¿TRABAJAS EN LA CIUDAD DE VERNON?

- ☐ SÍ  
☐ NO

2. ¿CÓMO VIAJAS AL TRABAJO?

- ☐ AUTOMÓVIL PERSONAL  
☐ COCHE COMPARTIDO  
☐ TRANSITO PÚBLICO (AUTOBÚS / TREN)  
☐ BICICLETA  
☐ CAMINAR  
☐ PATINETE  
☐ OTRO

3. ¿DE QUE CIUDAD VIENES?

CIUDAD:

CÓDIGO POSTAL:

4. ¿QUÉ HARÍA TU VIAJE MÁS FÁCIL?

5. ¿QUÉ TAN ENTUSIASMADO ESTÁS CON EL PROYECTO CAMINO DEL RIO DE LOS ANGELES?

1 2 3 4 5 6 7 8 9 10

6. ¿CUÁNDO SE COMPLETA EL CAMINO DEL RIO, QUÉ PROBABILIDADES HAY DE QUE LO USES PARA IR AL TRABAJO?

- ☐ MUY PROBABLE  
☐ PROBABLE  
☐ NI PROBABLE NI IMPROBABLE  
☐ IMPROBABLE  
☐ MUY IMPROBABLE

7. ¿QUÉ TAN FÁCIL O DIFÍCIL ES CAMINAR EN VERNON?

- ☐ MUY FÁCIL  
☐ FÁCIL  
☐ NI FÁCIL NI DIFÍCIL  
☐ DIFÍCIL  
☐ MUY DIFÍCIL

8. ¿QUÉ TAN FÁCIL O DIFÍCIL ES ANDAR EN BICICLETA / PATINETE EN VERNON?

- ☐ MUY FÁCIL  
☐ FÁCIL  
☐ NI FÁCIL NI DIFÍCIL  
☐ DIFÍCIL  
☐ MUY DIFÍCIL

9. ¿QUÉ TAN FÁCIL O DIFÍCIL ES TOMAR EL TRANSPORTE PÚBLICO A VERNON?

- ☐ MUY FÁCIL  
☐ FÁCIL  
☐ NI FÁCIL NI DIFÍCIL  
☐ DIFÍCIL  
☐ MUY DIFÍCIL

10. ¿TE SIENTES SEGURO ANDANDO EN BICICLETA EN EL TRÁFICO?

- ☐ SÍ  
☐ NO  
☐ A VECES

11. ¿TE SIENTES SEGURO ANDAR EN BICICLETA EN EL TRÁFICO EN VERNON?

- ☐ SÍ  
☐ NO  
☐ A VECES

12. ¿QUÉ TAN SEGURO TE SIENTES AL USAR LOS SIGUIENTES TIPOS DE CAMINOS PARA BICICLETAS?



FUERA DE LA CALLE VÍAS VERDES CALLE / CAMINOS DE USOS MÚLTIPLES

- ☐ MUY SEGURO  
☐ MÁS O MENOS SEGURO  
☐ NEUTRAL  
☐ MÁS O MENOS INSEGURO  
☐ MUY INSEGURO  
☐ NO SE / NUNCA USADO



EN LA CALLE SEPARADOS/CAMINOS PARA BICICLETAS FÍSICAMENTE PROTEGIDOS

- ☐ MUY SEGURO  
☐ MÁS O MENOS SEGURO  
☐ NEUTRAL  
☐ MÁS O MENOS INSEGURO  
☐ MUY INSEGURO  
☐ NO SE / NUNCA USADO



CICLOCARRIL CON SEPARACIÓN

- ☐ MUY SEGURO  
☐ MÁS O MENOS SEGURO  
☐ NEUTRAL  
☐ MÁS O MENOS INSEGURO  
☐ MUY INSEGURO  
☐ NO SE / NUNCA USADO



CICLOCARRIL CON PINTADO COLOR

- ☐ MUY SEGURO  
☐ MÁS O MENOS SEGURO  
☐ NEUTRAL  
☐ MÁS O MENOS INSEGURO  
☐ MUY INSEGURO  
☐ NO SE / NUNCA USADO



CARRILES BICICLETA CON RAYAS

- ☐ MUY SEGURO  
☐ MÁS O MENOS SEGURO  
☐ NEUTRAL  
☐ MÁS O MENOS INSEGURO  
☐ MUY INSEGURO  
☐ NO SE / NUNCA USADO



RUta CICLISTA (SEÑALIZACIÓN/ SEÑALES DE CARRILES COMPARTIDOS)

- ☐ MUY SEGURO  
☐ MÁS O MENOS SEGURO  
☐ NEUTRAL  
☐ MÁS O MENOS INSEGURO  
☐ MUY INSEGURO  
☐ NO SE / NUNCA USADO

13. SI TUVIERAS QUE PRIORIZAR LAS MEJORAS DE LAS INSTALACIONES PARA BICICLETAS EN TU COMUNIDAD, ¿CUÁLES SERÍAN TUS 3 FAVORITOS? (SELECCIONE TRES)



FUERA DE LAS CALLES DE USOS MÚLTIPLES



CICLOCARRIL CON SEPARACIÓN



CICLOCARRIL CON PINTADO COLOR



CARRILES BICICLETA CON RAYAS

13. IF YOU WERE TO PRIORITIZE BICYCLE FACILITY IMPROVEMENTS IN YOUR COMMUNITY, WHICH WOULD BE YOUR TOP 3? (SELECT THREE)



RUTA CICLISTA (SEÑALIZACIÓN / SEÑALES DE CARRILES COMPARTIDOS)



APARCAMIENTO DE BICICLETAS

14. AL CRUZAR LA CALLE, ¿QUÉ TAN SEGURO SE SIENTE AL UTILIZAR LOS SIGUIENTES TIPOS DE INSTALACIONES?



SIN INSTALACIONES (SIN SEÑAL / SIN CRUCE DE PEATONES)

- ☐ MUY SEGURO  
☐ MÁS O MENOS SEGURO  
☐ NEUTRAL  
☐ MÁS O MENOS INSEGURO  
☐ MUY INSEGURO  
☐ NO SÉ / NUNCA USADO



CRUCE DE PEATONES PINTADO (CON SEÑAL)

- ☐ MUY SEGURO  
☐ MÁS O MENOS SEGURO  
☐ NEUTRAL  
☐ MÁS O MENOS INSEGURO  
☐ MUY INSEGURO  
☐ NO SÉ / NUNCA USADO



EXTENSIÓN DE BANQUETA

- ☐ MUY SEGURO  
☐ MÁS O MENOS SEGURO  
☐ NEUTRAL  
☐ MÁS O MENOS INSEGURO  
☐ MUY INSEGURO  
☐ NO SÉ / NUNCA USADO



CRUCE DE PEATONES PINTADO (SIN SEÑAL)

- ☐ MUY SEGURO  
☐ MÁS O MENOS SEGURO  
☐ NEUTRAL  
☐ MÁS O MENOS INSEGURO  
☐ MUY INSEGURO  
☐ NO SÉ / NUNCA USADO



ISLAS DE REFUGIO PEATONAL

- ☐ MUY SEGURO  
☐ MÁS O MENOS SEGURO  
☐ NEUTRAL  
☐ MÁS O MENOS INSEGURO  
☐ MUY INSEGURO  
☐ NO SÉ / NUNCA USADO



SEÑALES PEATONES AVANZADAS

- ☐ MUY SEGURO  
☐ MÁS O MENOS SEGURO  
☐ NEUTRAL  
☐ MÁS O MENOS INSEGURO  
☐ MUY INSEGURO  
☐ NO SÉ / NUNCA USADO

15. SI TUVIERAS QUE PRIORIZAR LAS MEJORAS DE LAS INSTALACIONES PEATONALES EN VERNON, ¿CUÁLES SERÍAN TUS 3 FAVORITOS? (SELECCIONE HASTA 3)



CRUCES DE PEATONES



EXTENSIÓN DE BANQUETA



ISLAS DE REFUGIO PEATONAL



ÁRBOLES EN LA CALLE



SEÑALES PEATONALES PRINCIPALES

16. ¿IRÍA FUERA DE SU CAMINO PARA USAR UN CARRIL PARA BICICLETAS QUE ESTÁ SEPARADO DEL TRÁFICO DE CAMIONES Y AUTOMÓVILES? SI ES ASÍ, ¿HASTA DÓNDE?

- ☐ 0 BLOQUES  
☐ 3-4 BLOQUES

- ☐ 1-2 BLOQUES  
☐ 3-4 BLOQUES

17. ¿LAS PROPUESTAS LE ANIMARÁN A CAMINAR O ANDAR EN BICICLETA MÁS EN VERNON?

- ☐ SÍ ☐ NO ☐ TAL VEZ

18. ¿LAS PROPUESTAS DE BICICLETAS EN VERNON LE PERMITIRÍAN IR AL TRABAJO / A CASA?

- ☐ SÍ ☐ NO ☐ TAL VEZ

19. ¿EL NUEVO CAMINO DEL RÍO DE LOS ÁNGELES LE PERMITIRÍA IR AL TRABAJO O AL HOGAR?

- ☐ SÍ ☐ NO ☐ TAL VEZ

20. ¿UTILIZAS EL CAMINO EXISTENTE DEL RÍO LA?

- ☐ SÍ ☐ NO ☐ TAL VEZ

21. ¿QUÉ ES LO QUE MÁS TE GUSTARÍA VER EN LOS PUNTOS DE ACCESO EN EL CAMINO DEL RÍO LA EN VERNON?

- ☐ 1. ☐ 2. ☐ 3.

22. ¿TIENES UNA BICICLETA FUNCIONANDO LA MAYORÍA DE LOS DÍAS?

- ☐ SÍ ☐ NO

23. ¿VIVES EN VERNON?

- ☐ SÍ ☐ NO

24. ¿QUÉ EDAD TIENE?

- ☐ UNDER 18 ☐ 45-54  
☐ 18-24 ☐ 55-64  
☐ 25-34 ☐ 65+  
☐ 35-44

25. ¿CÓMO IDENTIFICA SU GÉNERO?

- ☐ HOMBRE ☐ MUJER  
☐ OTRO ☐ NEGARSE A COMENTAR

26. SI DESEA COMPARTIR OTROS PROBLEMAS DE CAMINAR, ANDAR EN BICICLETA O PATINAR EN VERNON (POR EJEMPLO, INTERSECCIONES Y / O INSTALACIONES ESPECÍFICAS QUE PUEDEN MEJORARSE), HÁGALO AQUÍ:

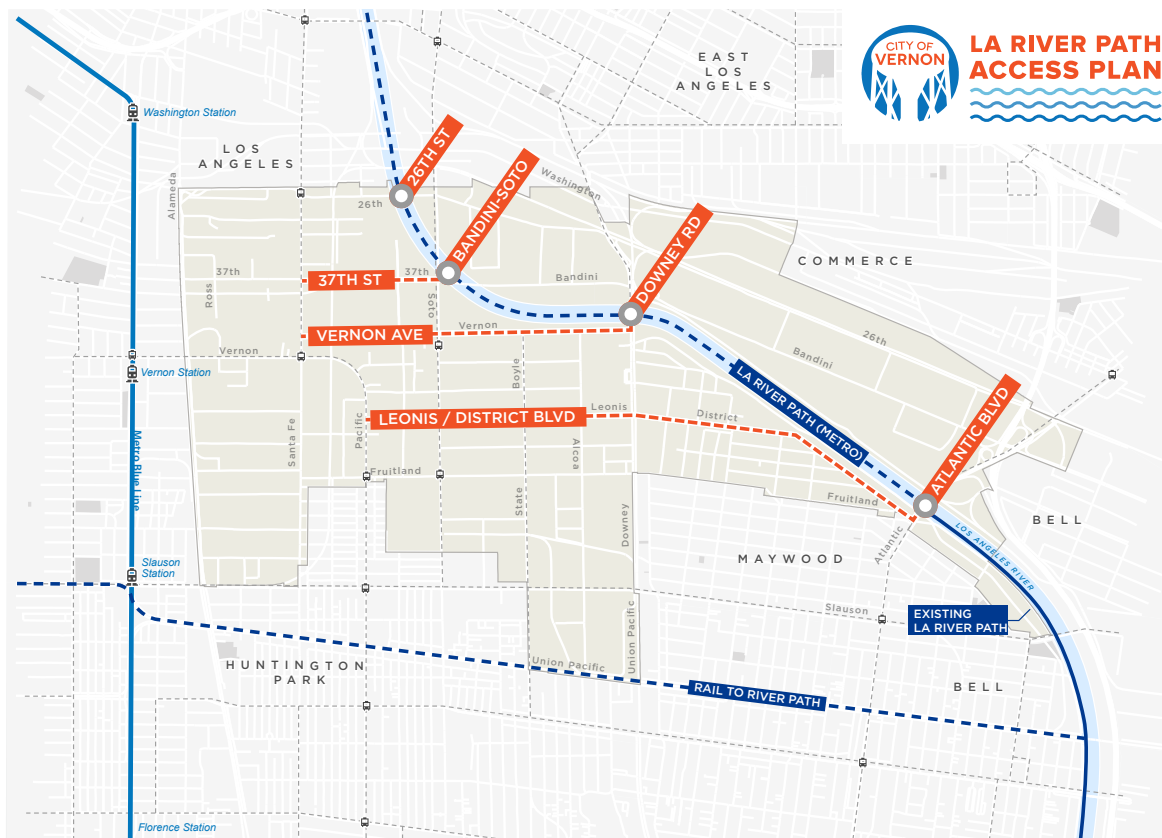


## WE ARE SEEKING INPUT FROM THE PUBLIC AND BUSINESSES WITHIN VERNON.

Please take a moment to fill out our survey, and direct any questions to the city's project manager

## ESTAMOS BUSCANDO APORTES DEL PÚBLICO Y LOS NEGOCIOS DENTRO DE VERNON.

Tóma un momento para completar nuestra encuesta y dirija cualquier preguntas al gerente del proyecto de la ciudad



**The LA River Path Active Transportation Access Plan** will study three bikeway corridors within the City of Vernon (see map)

### --- CORRIDOR

and four gateways leading to Metro's future Los Angeles River Bike Path (See map).



**GATEWAY**

### **El LA River Path Plan de Acceso de Transporte**

**Activo** estudiará tres corredores de ciclovías dentro de la ciudad de Vernon (mira el mapa)

### --- CORREDOR

y cuatro puertas de acceso al futuro de Metro's Los Angeles River Bike Path (Mira el mapa).



**PUERTA**



**Project website / Sitio web:**  
<http://bikevernon.org/>



**Questions? Contact / ¿Preguntas? Contacta:**  
Brandon Araujo, [baraujo@ci.vernon.ca.us](mailto:baraujo@ci.vernon.ca.us), 323-583-8811 Ext. 237



**Survey / Encuesta:**  
<https://www.surveymonkey.com/r/latatap>



## LA RIVER PATH ACCESS PLAN

The LA River Path Active Transportation Access Plan will assess the feasibility of three bikeway corridors within the City of Vernon (37th Street between Santa Fe Avenue and Soto Street, Vernon Avenue between Santa Fe Avenue and Downey Road, and Leonis Street between Pacific Boulevard and Atlantic Boulevard) and four gateways leading to the Los Angeles River Bike Path (26th at the Los Angeles River, Soto and Bandini, Downey and Vernon, and Atlantic and District).

For more information, see the map below, and see our events page for upcoming opportunities to connect with the project.



## D COST ESTIMATES







# Vernon LA River Active Transportation Access Plan

Vernon City Council, February 4, 2020



# Project Overview

- Project Goals
  - Connect the City of Vernon with the future LA River Path
  - Evaluate and provide conceptual design for potential corridors and gateways to the future LA River Path
  - Provide east-west active transportation corridors within the city
  - Provide Vernon with guidance and ability to seek funding to develop these corridors and gateways as the LA River Path project nears completion





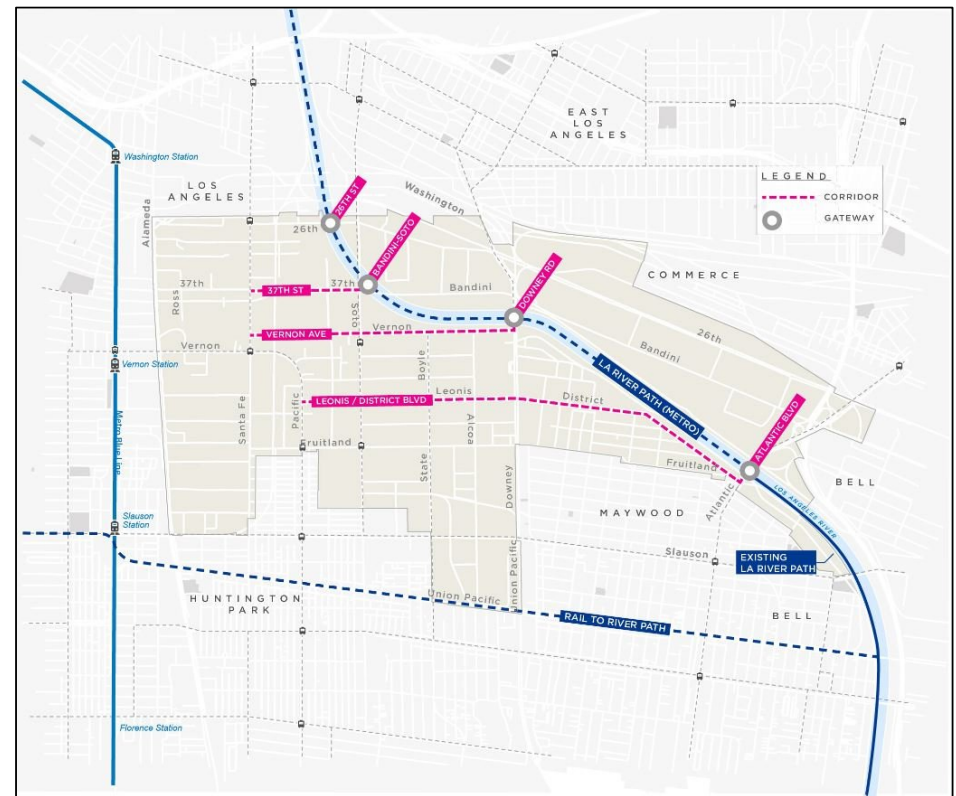
# Project Benefits

- Critical first/last mile connections between transit, the future LA River Path, and destinations within Vernon
- Attract new talent and employers who value nonmotorized transportation options
- Improve safety for existing bicyclists and pedestrians in the city



# Project Background

- Corridors were chosen as part of the Bicycle Master Plan process
  - 37<sup>th</sup> Street
  - Vernon Avenue
  - Leonis/District Boulevard
- Compensate for lack of east-west transit options
- Each has relatively low traffic volumes





# Public Outreach

- Online and Paper Surveys
- Website – [bikevernon.org](http://bikevernon.org)
- Booth at Carnaval Primavera, April 2019
- Business and Industry Commission August 8, 2019
- Individual business contact – called largest employers along each corridor
- Flyers distributed on each corridor
- Reached out to UPS and FedEx for individual meetings







# Advisory Committee

- Four advisory committee meetings
- Invited businesses, open space and public agencies, utilities, rail, and other local stakeholders
- Materials from each meeting were distributed to attendees after the meeting for additional comment



# Planning Process

- Existing conditions, traffic study, opportunities and constraints, concept design, evaluation, recommended design

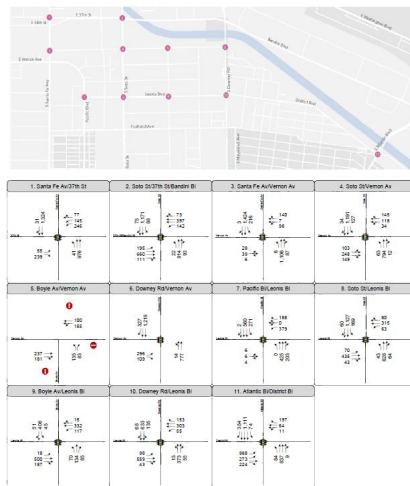


Figure 2A

PM Peak Hour Vehicle Volumes and Lane Configurations Existing Conditions

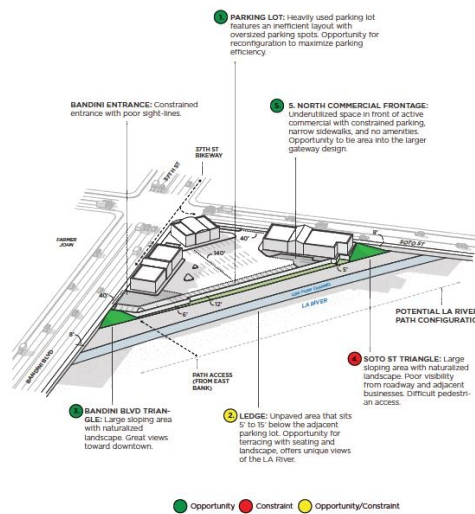
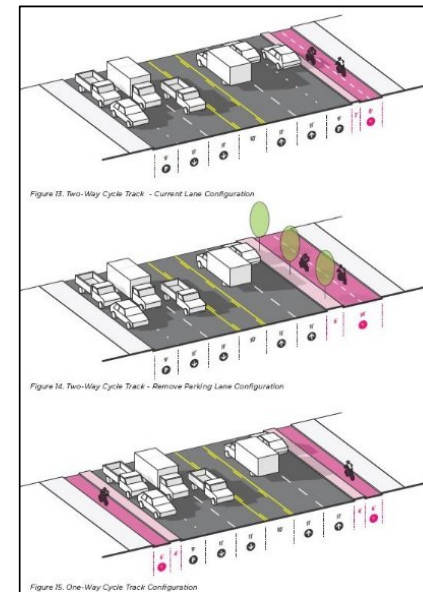


Figure 10. Bandini-Soto Gateway Location



# Evaluation Criteria

## FUNCTION

(Operations, safety, access)



## FEASIBILITY



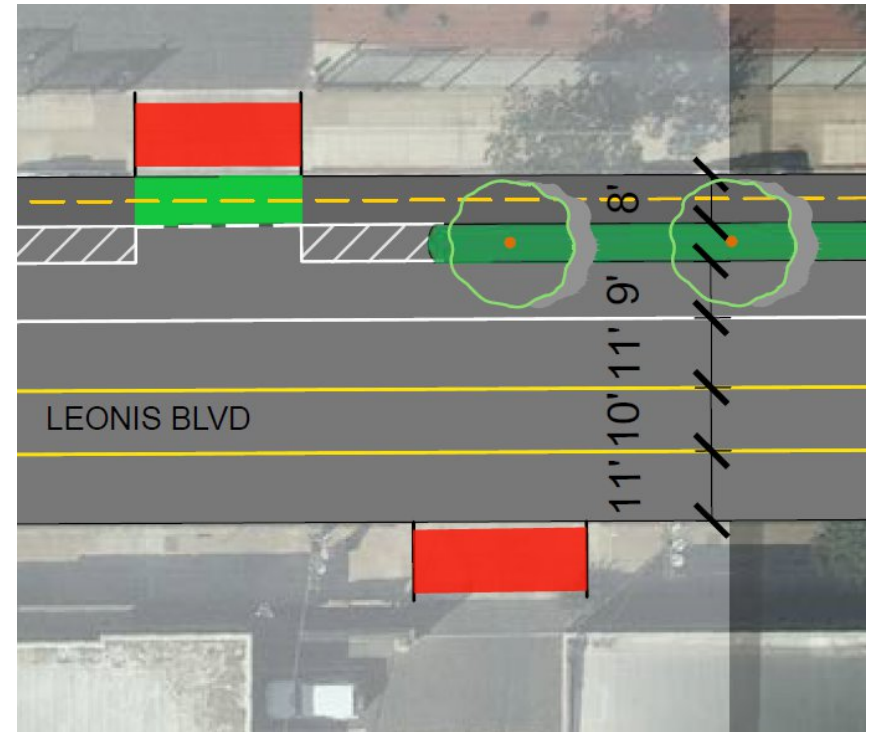
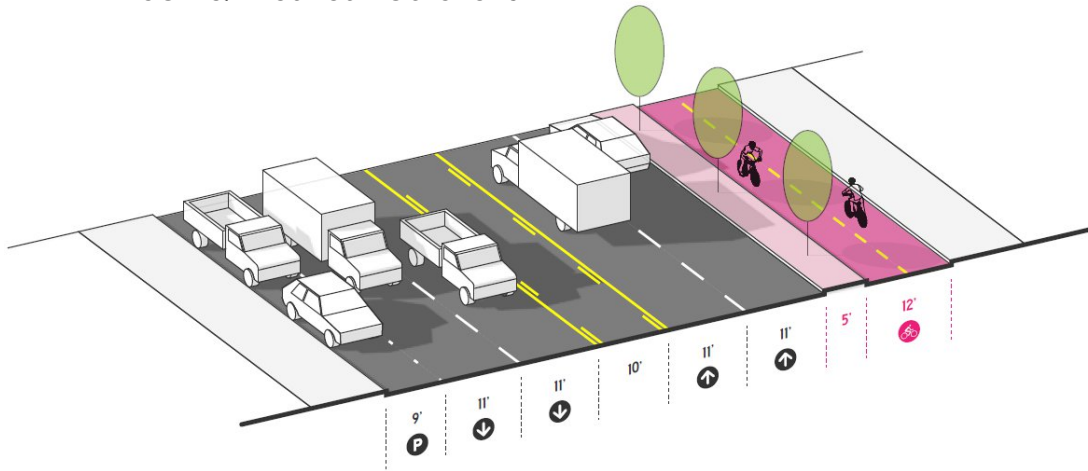
## DESIRABILITY





# Selected Projects - Corridors

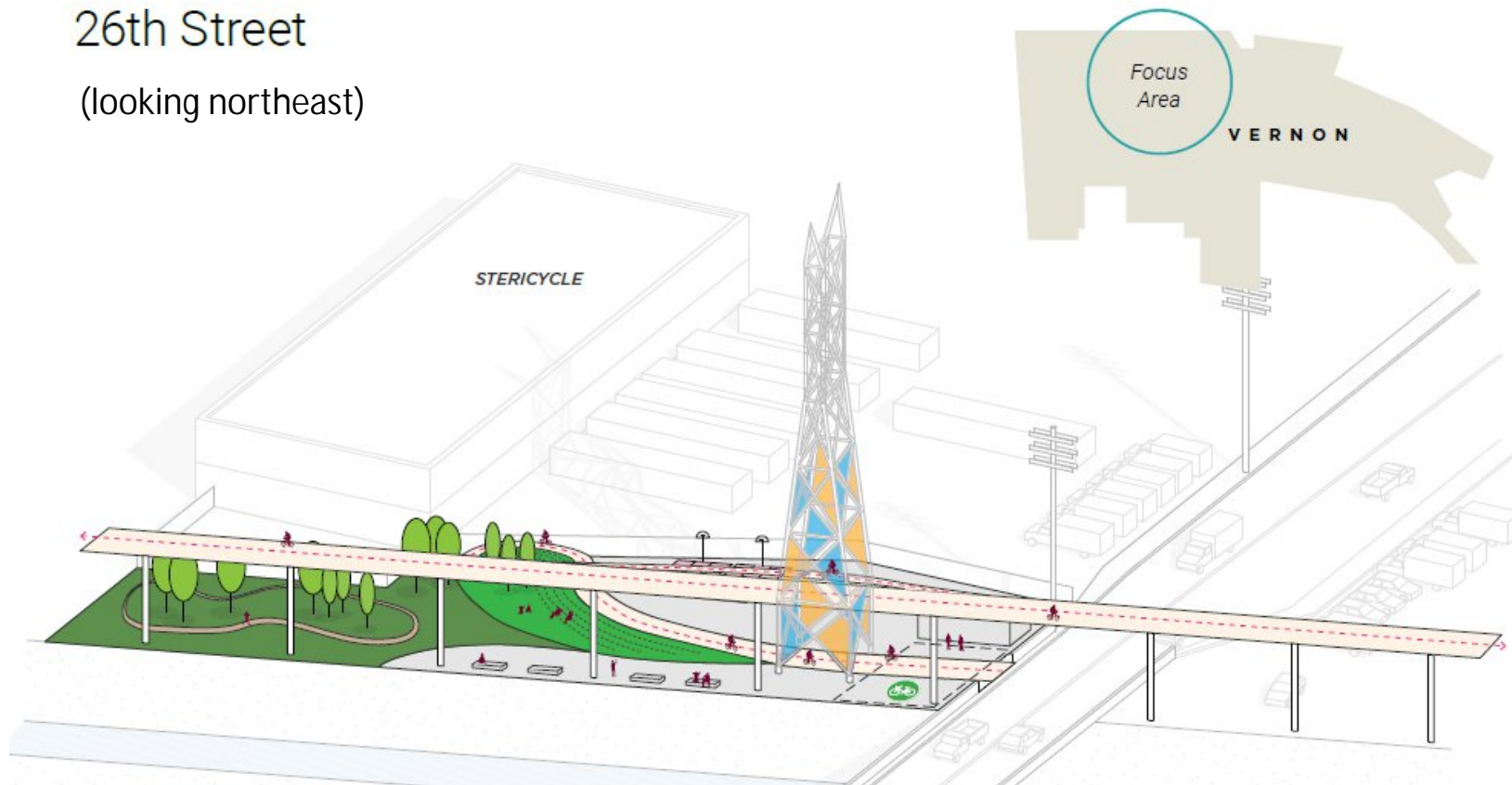
37<sup>th</sup> Street  
Vernon Avenue  
Leonis/District Boulevard



# Selected Projects - Gateways

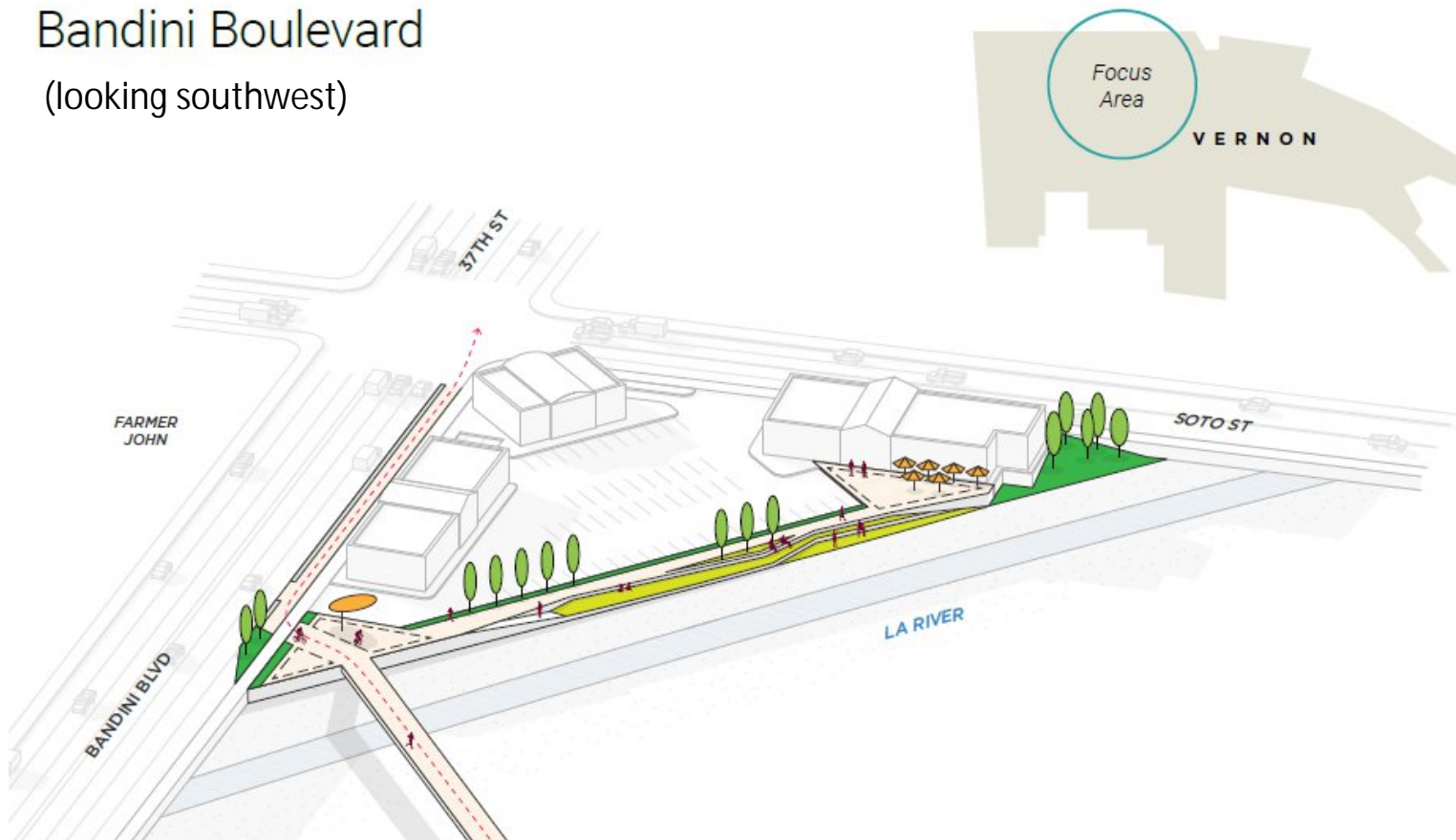
26th Street

(looking northeast)



# Selected Projects - Gateways

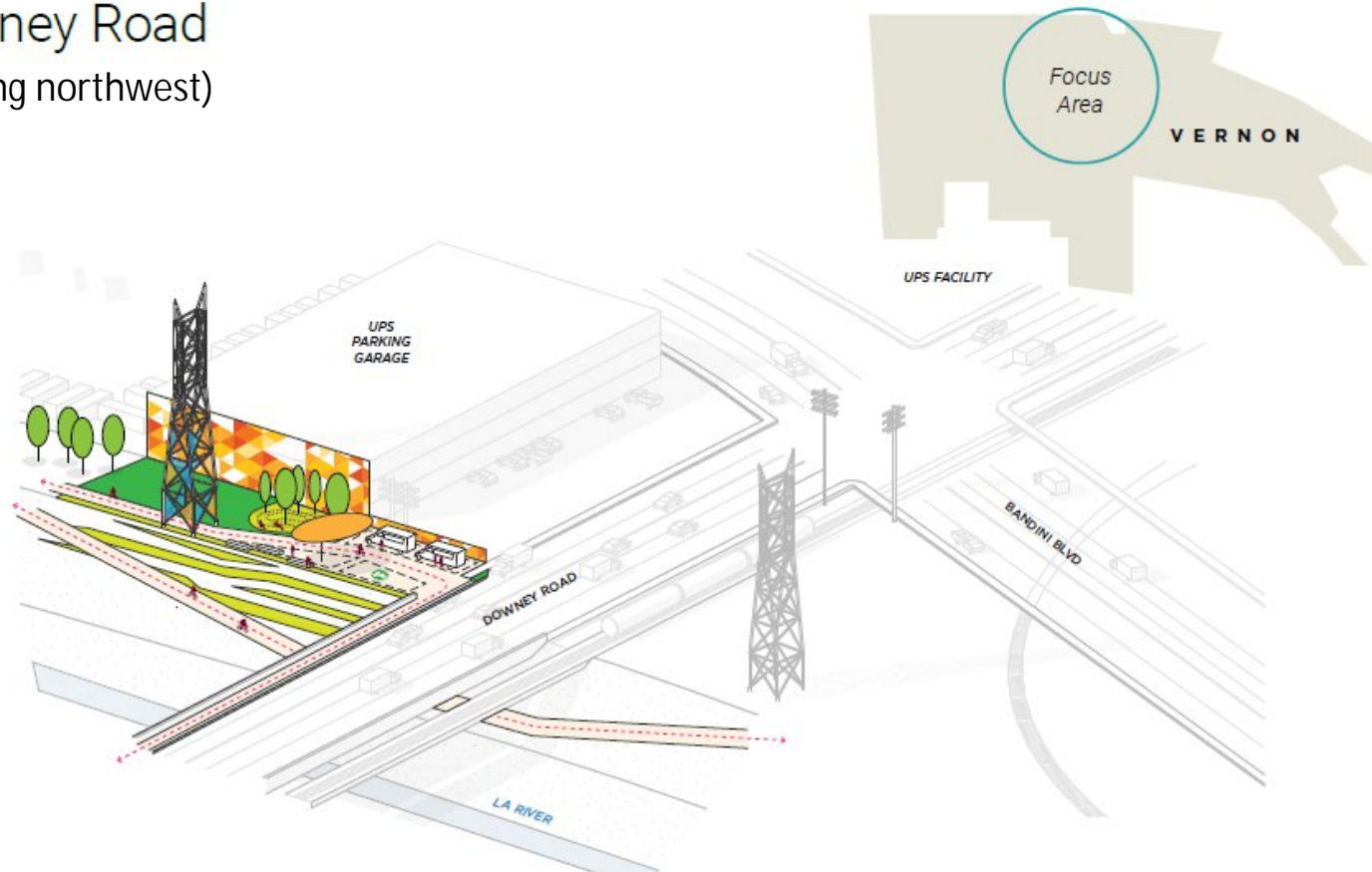
Bandini Boulevard  
(looking southwest)





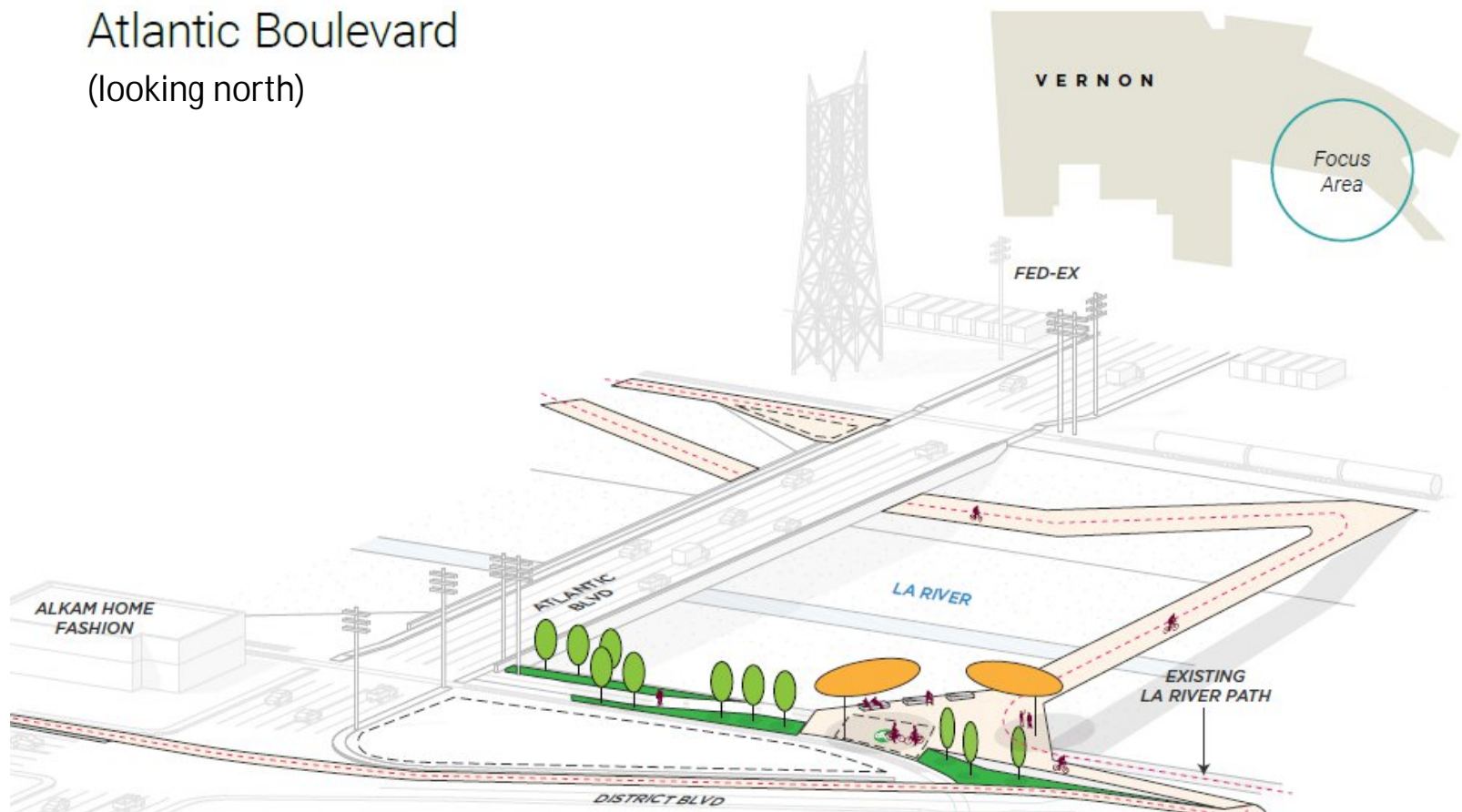
# Selected Projects - Gateways

Downey Road  
(looking northwest)



# Selected Projects - Gateways

Atlantic Boulevard  
(looking north)





## Next Steps

- Continued Coordination with Metro's LA River Project
  - Current status: beginning CEQA
  - Construction to begin 2024
  - To be completed 2027
- Pursue grant funding for design, environmental clearance, construction
- Pursue partnerships with project partners from Advisory Committee Group.



# City Council Agenda Item Report

Agenda Item No. COV-35-2020  
Submitted by: Lisa Pope  
Submitting Department: City Clerk  
Meeting Date: February 4, 2020

## **SUBJECT**

Approval of Minutes

## **Recommendation:**

Approve the January 7 and January 21, 2020 Regular City Council meeting minutes.

## **Background:**

Staff has prepared draft minutes and hereby submits the minutes for approval.

## **Fiscal Impact:**

There is no fiscal impact associated with this report.

## **Attachments:**

1. [2020-01-07 City Council Minutes](#)
2. [2020-01-21 City Council Minutes](#)

**MINUTES  
VERNON CITY COUNCIL  
REGULAR MEETING  
TUESDAY, JANUARY 21, 2020  
COUNCIL CHAMBER, 4605 SANTA FE AVENUE**

**CALL TO ORDER**

Mayor Ybarra called the meeting to order at 9:00 a.m.

**FLAG SALUTE**

Police Chief Miranda led the Flag Salute.

**ROLL CALL**

PRESENT:   Melissa Ybarra, Mayor  
              Leticia Lopez, Mayor Pro Tem  
              William Davis, Council Member  
              Carol Menke, Council Member  
              Diana Gonzales, Council Member

STAFF PRESENT:  
              Carlos Fandino, City Administrator  
              Hema Patel, City Attorney  
              Lisa Pope, City Clerk  
              Scott Williams, Finance Director  
              Jim Enriquez, Interim Fire Chief  
              Fredrick Agyin, Health Director  
              Michael Earl, Human Resources Director  
              Anthony Miranda, Police Chief  
              Abraham Alemu, Public Utilities General Manager  
              Dan Wall, Public Works Director

**CHANGES TO THE AGENDA**

City Clerk Pope reported that Public Comment would be added to the agenda.

**PUBLIC COMMENT**

None.

## **PRESENTATIONS**

**1. Recognition of Retired Employee - Victor M. Modesto, Fleet Supervisor**

Recommendation: Acknowledge and present a proclamation to retired employee Victor M. Modesto, Fleet Supervisor, in recognition of his dedicated service to the City of Vernon.

Human Resources Director Earl acknowledged the proclamation to retired employee Victor M. Modesto, Fleet Supervisor, in recognition of his dedicated service to the City of Vernon and indicated he was not in attendance.

**2. Presentation of Grantee Certificates and Report on Fiscal Year (FY) 2019/2020 Docket I Grants Awarded by Vernon CommUNITY Fund Grant Committee**

Recommendation: A. Find that receiving this report on grants awarded by the Vernon CommUNITY Fund Grant Committee is exempt from California Environmental Quality Act ("CEQA") review, because it is an administrative action that will not result in direct or indirect physical changes in the environment and, therefore, does not constitute a "project" as defined by CEQA Guidelines section 15378; B. Present Certificates to FY 2019/2020 Docket I Grant Recipients; and C. Receive and file the report, as it is being provided for informational purposes only pursuant to Section 2.167(e) of the Vernon Municipal Code.

City Clerk Pope introduced the Grant Recipients: Jovenes Inc.; Neighborhood Music School; and the Southeast Community Foundation.

Mayor Ybarra presented Certificates of Recognition to the FY 2019/2020 Docket I Grant Recipients.

## **CONSENT CALENDAR**

### **MOTION**

Mayor Pro Tem Lopez moved and Council Member Davis seconded a motion to approve Consent Calendar Items Nos. 3 through 12. The question was called and the motion carried unanimously.

The Consent Calendar consisted of the following items:

**3. City Council Meeting Minutes**

Recommendation: Approve the November 19 and December 3, 2019 Regular City Council meeting minutes.

**4. Operating Account Warrant Register No. 36 Covering the Period of November 26 through December 7, 2019**

Recommendation: Approve Operating Account Warrant Register No. 36 which totals \$4,046,713.67 and consists of the following: 1) Ratification of electronic payments totaling \$3,780,730.73; and 2) Ratification of the issuance of early checks totaling \$265,982.94.

**5. City Payroll Warrant Register No. 762 Covering the Period of November 1 through November 30, 2019**



Recommendation: A. Approve City Payroll Account Warrant Register No. 762 which totals \$2,789,902.30 and consists of the following: 1) Ratification of direct deposits, checks and taxes totaling \$2,208,617.32; and 2) Ratification of checks and electronic fund transfers (EFT) paid through Operating bank account totaling \$581,284.98.

**6. Ratification of Warrant Registers to Record Checks Voided During the Period of November 26 through December 7, 2019**

Recommendation: A. Ratify the following warrant registers to record voided checks: 1) Operating Account Warrant Register No. 24 to record voided Check No. 603153 in the amount of \$1,486.28 issued 06/18/19 to BPP Pac In Reit Prop Owner; 2) Operating Account Warrant Register No. 29 to record voided Check No. 603685 in the amount of \$15,170.85 issued 08/15/19 to CMI Logistics; and 3) Operating Account Warrant Register No. 34 to record voided Check No. 604323 in the amount of \$765.97 issued 11/7/19 to County of Los Angeles.

**7. Federal Funds for Street Improvements Account Warrant Register for the Period of November 26 through December 7, 2019**

Recommendation: Approve Federal Funds for Street Improvements Account Warrant Register No. 31, for the period of November 26 through December 7, 2019, consisting of ratification of electronic payments totaling \$32,754.71.

**8. Fire Department Activity Report for the Period of October 16 through October 31, 2019**

Recommendation: Receive and file.

**9. Police Department Activity Log and Statistical Summary for the period of November 1 through November 15, 2019**

Recommendation: Receive and file.

**10. Public Works Department November 2019 Monthly Building Report**

Recommendation: Receive and file.

**11. Purchase Contract with Motorola Solutions, Inc. for CrimeReports Plus Online System**

Recommendation: A. Find that approval of the proposed action is exempt from California Environmental Quality Act (CEQA) review, because it is an administrative activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a "project" as defined by CEQA Guidelines section 15378; and B. Approve and authorize the City Administrator to execute the Subscription Services Agreement with Motorola Solutions, Inc., in substantially the same form as submitted, in the amount not to exceed \$2,250.00 for an initial term of one year beginning January 7, 2020 and up to two annual renewal terms.

**12. Purchase Order with Motorola Solutions, Inc. for Twenty (20) GPS Smart Microphones**

Recommendation: A. Find that approval of the proposed action is exempt under the California Environmental Quality Act ("CEQA") review, because it is a government fiscal activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a "project" as defined by CEQA Guidelines section 15378; and B. Ratify the execution of Purchase Order No. 011.0014181 to Motorola Solutions, Inc., ("Motorola") for a total amount not to exceed \$6,515.25 for the purchase of twenty (20) GPS Smart Microphones.

## **NEW BUSINESS**

### **13. Temporary Advisory Committee to Evaluate the Prospect of Veteran Housing Opportunities in Vernon**

Recommendation: A. Find that approval of the proposed action is exempt under the California Environmental Quality Act (“CEQA”) because it is an administrative activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a “project” as defined by CEQA Guidelines section 15378. And even if such action were a “project,” it would be exempt from CEQA review in accordance with Section 15061(b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment; and B. Establish a Temporary Advisory Committee composed of less than a quorum of the Vernon City Council for the sole purpose of evaluating the prospect and feasibility of veteran housing opportunities in Vernon, and assign a maximum of two members of the existing Vernon City Council to serve as participants on the Temporary Advisory Committee.

City Administrator Fandino presented the staff report.

In response to Council questions, City Administrator Fandino explained that potential locations and traffic would be addressed in the feasibility study. He anticipated discussions ensuing for six months.

All members of the Council volunteered to participate on the committee.

## **MOTION**

Council Member Menke moved and Council Member Davis seconded a motion to: A. Find that approval of the proposed action is exempt under the California Environmental Quality Act (“CEQA”) because it is an administrative activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a “project” as defined by CEQA Guidelines section 15378. And even if such action were a “project,” it would be exempt from CEQA review in accordance with Section 15061(b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment; and B. Establish a Committee of the City Council for the sole purpose of evaluating the prospect and feasibility of veteran housing opportunities in Vernon. The question was called and the motion carried unanimously.

### **14. Access Easement and License Agreement with Sky River Wind, LLC**

Recommendation: A. Find that approval of the proposed action is exempt from California Environmental Quality Act (“CEQA”) review, because it is an administrative activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a “project” as defined by CEQA Guidelines section 15378; B. Approve the Access Easement and License Agreement with Sky River Wind, LLC, in substantially the same form as submitted, to grant access to portions of property located in Kern County owned by the City of Vernon; and C. Authorize the City Administrator to execute the Access Easement and License Agreement with Sky River Wind, LLC.

General Manager of Public Utilities Alemu presented the staff report.

### **MOTION**

Mayor Pro Tem Lopez moved and Council Member Davis seconded a motion to: A. Find that approval of the proposed action is exempt from California Environmental Quality Act (“CEQA”) review, because it is an administrative activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a “project” as defined by CEQA Guidelines section 15378; B. Approve the Access Easement and License Agreement with Sky River Wind, LLC, in substantially the same form as submitted, to grant access to portions of property located in Kern County owned by the City of Vernon; and C. Authorize the City Administrator to execute the Access Easement and License Agreement with Sky River Wind, LLC. The question was called and the motion carried unanimously.

### **ORAL REPORTS**

City Administrator Fandino reported on recent Vernon Police, Fire Department, and Public Utilities activities and incidents. He provided an update on the April 14, 2020 General Municipal Election and discussed the success of Operation Santa.

### **RECESS**

Mayor Ybarra recessed the meeting to Closed Session at 9:23 a.m.

### **CLOSED SESSION**

#### **15. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (4 cases)**

Government Code Section 54956.9(d)(1)

Bicent (California) Malburg LLC et al. v. City of Vernon et al.,

Los Angeles Superior Court Case No. 19STCV08859 and JAMS Reference No. 1100107175

City of Vernon v. Bicent (California) Malburg LLC

Los Angeles Superior Court Case No. 19STCP02411 and JAMS Reference No. 1220062657

Jerry Chavez v. City of Vernon

Los Angeles Superior Court Case No. BC719460

Vernon Professional Firefighters Association v. City of Vernon

Public Employment Relations Board (PERB) Unfair Practice Charge No. LA-CE-1423-M

#### **16. CONFERENCE WITH LABOR NEGOTIATORS**

Government Code Section 54957.6

Agency Designated Representative: Carlos Fandino, City Administrator  
Employee Organizations:



Vernon Professional Firefighters Association, and  
Vernon Fire Management Association

**17. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Significant Exposure to Litigation

Government Code Section 54956.9(d)(2)

Number of potential cases: 1

Facts and Circumstances: Pursuant to Government Code Section 54956.9(e)(3), the City has received written communication threatening litigation on behalf of the Vernon Fire Management Association, which communication is made available for public inspection pursuant to Section 54957.5.

**RECONVENE**

At 9:54 a.m., Mayor Ybarra adjourned Closed Session and reconvened the regular meeting.

City Attorney Patel reported that City Council unanimously approved Amendment 1 to City Attorney Professional Services Agreement with Stream Kim LP in the matter of Jerry Chavez v. City of Vernon, Los Angeles Superior Court Case No. BC719460.

**ADJOURNMENT**

Mayor Ybarra adjourned the meeting at 9:55 a.m.

---

MELISSA YBARRA, Mayor

ATTEST:

---

LISA POPE, City Clerk  
(seal)

**MINUTES  
VERNON CITY COUNCIL  
REGULAR MEETING  
TUESDAY, JANUARY 21, 2020  
COUNCIL CHAMBER, 4605 SANTA FE AVENUE**

**CALL TO ORDER**

Mayor Ybarra called the meeting to order at 9:00 a.m.

**FLAG SALUTE**

Health Director Agyin led the Flag Salute.

**ROLL CALL**

PRESENT:   Melissa Ybarra, Mayor  
              Leticia Lopez, Mayor Pro Tem  
              William Davis, Council Member  
              Carol Menke, Council Member  
              Diana Gonzales, Council Member

STAFF PRESENT:  
              Carlos Fandino, City Administrator  
              Zayna Moussa, Senior Deputy City Attorney  
              Lisa Pope, City Clerk  
              Scott Williams, Finance Director  
              Jim Enriquez, Interim Fire Chief  
              Fredrick Agyin, Health Director  
              Michael Earl, Human Resources Director  
              Anthony Miranda, Police Chief  
              Abraham Alemu, Public Utilities General Manager  
              Dan Wall, Public Works Director

**CHANGES TO THE AGENDA**

None.

**PUBLIC COMMENT**

None.

## **PUBLIC HEARINGS**

### **1. Public Works**

#### **Development Agreement between the City of Vernon and the Southern California Curling Center, Inc.**

Recommendation: A. Table the hearing to a date uncertain.

## **MOTION**

Mayor Pro Tem Lopez moved and Council Member Davis seconded a motion to continue the Public Hearing. The question was called and the motion carried unanimously.

## **PRESENTATIONS**

### **2. Employee Service Pin Awards for November and December 2019**

Recommendation:

No action required by City Council. This is a presentation only.

Human Resources Director Earl and Mayor Ybarra recognized Carlos Gudino, Senior Street Maintenance Worker, for 25 years of service to the City.

## **CONSENT CALENDAR**

## **MOTION**

Mayor Pro Tem Lopez moved and Council Member Davis seconded a motion to approve Consent Calendar Item Nos. 3 through 8. The question was called and the motion carried unanimously.

The Consent Calendar consisted of the following items:

### **3. Operating Account Warrant Register No. 37 Covering the Period of December 8, 2019 through January 4, 2020**

Recommendation:

Approve Operating Account Warrant Register No. 37 which totals \$12,097,456.41 and consists of the following:

- 1) Ratification of electronic payments totaling \$11,564,246.22; and
- 2) Ratification of the issuance of early checks totaling \$533,210.19.

### **4. City Payroll Warrant Register No. 763 Covering the Period of December 1 through December 31, 2019**

Recommendation:

Approve City Payroll Account Warrant Register No. 763 which totals \$3,048,589.93 and consists of the following:

- 1) Ratification of direct deposits, checks and taxes totaling \$1,998,874.51; and
- 2) Ratification of checks and electronic fund transfers (EFT) paid through Operating bank account totaling \$1,049,715.42.

### **5. Fire Department Activity Report for November 2019**



Recommendation:

Receive and file.

**6. Police Department Activity Log and Statistical Summary for the period of November 16 through November 30, 2019**

Recommendation:

Receive and file.

**7. Electrical Easement at 4555 Everett Avenue (APN 6304-022-063)**

Recommendation:

A. Find that the acceptance of the Electrical Easement proposed in this staff report is not a “project” as that term is defined under the California Environmental Quality Act (CEQA) Guidelines Section 15378, and even if it were a project, it would be categorically exempt in accordance with CEQA Guidelines Sections 15301 (maintenance, repair or minor alteration of an existing facility and involves negligible or no expansion of an existing use) and 15061(b)(3) (general rule that CEQA only applies to projects that may have a significant effect on the environment); and

B. Accept the Electrical Easement and authorize the Mayor to execute the Certificate of Acceptance.

**8. Selection of Goldman Sachs & Co. for Bond Financing Activities**

Recommendation:

Receive and file.

**NEW BUSINESS**

**9. Amended and Restated Citywide Fringe Benefits and Salary Resolution**

Recommendation:

A. Find that approval of a resolution is exempt from California Environmental Quality Act (CEQA) review, because it is an administrative activity that will not result in direct or indirect physical changes in the environment and therefore does not constitute a “project” as defined by CEQA Guidelines Section 15378; and

B. Adopt a resolution adopting an amended and restated Citywide Fringe Benefits and Salary Resolution in accordance with Government Code Section 20636(b)(1) and repealing all resolutions in conflict therewith.

Human Resources Director Earl presented the staff report.

**MOTION**

Council Member Davis moved and Council Member Menke seconded a motion to: A. Find that approval of a resolution is exempt from California Environmental Quality Act (CEQA) review, because it is an administrative activity that will not result in direct or indirect physical changes in the environment and therefore does not constitute a “project” as defined by CEQA Guidelines Section 15378; and B. Adopt a resolution adopting an amended and restated Citywide Fringe Benefits and Salary Resolution in accordance with Government Code Section 20636(b)(1) and repealing all resolutions in conflict therewith. The question was called and the motion carried unanimously.

**10. Vernon Public Utilities Wildfire Mitigation Plan**

Recommendation:

A. Find that approval of this action does not constitute a “project” pursuant to section 15378(b)(2) of the Guidelines to the California Environmental Quality Act (“CEQA”), because such action constitutes an administrative activity; and even if the adoption of the proposed item did constitute a project, it would be exempt in accordance with CEQA Guidelines section 15061(b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment; and

B. Adopt a resolution adopting the Vernon Public Utilities 2020 Wildfire Mitigation Plan. Public Utilities General Manager Alemu presented the staff report.

**MOTION**

Mayor Pro Tem Lopez moved and Council Member Menke seconded a motion to: A. Find that approval of this action does not constitute a “project” pursuant to section 15378(b)(2) of the Guidelines to the California Environmental Quality Act (“CEQA”), because such action constitutes an administrative activity; and even if the adoption of the proposed item did constitute a project, it would be exempt in accordance with CEQA Guidelines section 15061(b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment; and B. Adopt a resolution adopting the Vernon Public Utilities 2020 Wildfire Mitigation Plan. The question was called and the motion carried unanimously.

**ORAL REPORTS**

**City Administrator Reports on Activities and Other Announcements**

City Administrator Fandino provided an update on recent Vernon Police Department activities. He discussed efforts to oppose legislation related to energy storage. He stated the Industrial Environmental Association will hold its first meeting on January 28, 2020, 11:30 a.m. to 1:00 p.m. in City Hall Conference Room 3. He stated the Health Department was monitoring the 2019 Novel CoronaVirus in Wuhan, China. Health Director Agyin provided a summary of monitoring and symptoms of the Virus. City Administrator Fandino discussed upcoming meetings regarding the City’s bond rating and pump storage issues.

**City Council Reports on Activities (including AB1234), Announcements, or Directives to Staff**

City Council Menke reported on her attendance at the National league of Cities Conference on November 19 to November 23, 2019, in San Antonio, Texas, and indicated the fiscal impact to be \$3496.73.

**RECESS**

Mayor Ybarra recessed the meeting to Closed Session at 9:15 a.m.

## **CLOSED SESSION**

### **11. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (4 cases)**

Government Code Section 54956.9(d)(1)

Bicent (California) Malburg LLC et al. v. City of Vernon et al.,  
Los Angeles Superior Court Case No. 19STCV08859  
and JAMS Reference No. 1100107175

City of Vernon v. Bicent (California) Malburg LLC  
Los Angeles Superior Court Case No. 19STCP02411 and  
JAMS Reference No. 1220062657

Marco Garcia-Martinez v. City of Vernon et al.,  
Los Angeles Superior Court Case No. BC689446

Vernon Professional Firefighters Association v. City of Vernon  
Public Employment Relations Board (PERB)  
Unfair Practice Charge No. LA-CE-1423-M

### **12. CONFERENCE WITH LABOR NEGOTIATORS**

Government Code Section 54957.6

Agency Designated Representative: Carlos Fandino, City Administrator  
Employee Organizations: Vernon Professional Firefighters Association, and  
Vernon Fire Management Association

### **13. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Potential Initiation of Litigation.

Government Code Section 54956.9(d)(4)

Number of potential cases: 1

### **14. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Significant Exposure to Litigation

Government Code Section 54956.9(d)(2)

Number of potential cases: 1

Facts and Circumstances: Pursuant to Government Code Section 54956.9(e)(3), the City has received written communication threatening litigation on behalf of the Vernon Fire Management Association, which communication is made available for public inspection pursuant to Section 54957.5.

## **RECONVENE**

At 9:43 a.m., Mayor Ybarra adjourned Closed Session and reconvened the regular meeting.

Senior Deputy City Attorney Moussa reported that the Council discussed all items and took no reportable action.

**ADJOURNMENT**

Mayor Ybarra adjourned the meeting at 9:43 a.m.

---

MELISSA YBARRA, Mayor

ATTEST:

---

LISA POPE, City Clerk  
(seal)



# City Council Agenda Item Report

Agenda Item No. COV-24-2020  
Submitted by: Sandra Dolson  
Submitting Department: City Clerk  
Meeting Date: February 4, 2020

## **SUBJECT**

Claims Against the City

## **Recommendation:**

Receive and file the claim submitted by Diana Aquino in the amount of \$285.38.

## **Background:**

On January 13, 2020, the City received the attached claim (Attachment 1). Pursuant to Municipal Code Section 2.11-1, the following information is listed on the public agenda for the City Council meeting:

Name of Claimant	Amount Demanded
Diana Aquino	\$285.38

## **Fiscal Impact:**

There is no fiscal impact associated with this report.

## **Attachments:**

1. [Claim for Damages: D. Aquino 1-13-20](#)

# CLAIM FOR DAMAGES TO PERSON OR PROPERTY

RESERVE FOR FILING STAMP  
CLAIM No. \_\_\_\_\_

## INSTRUCTIONS

1. Claims for death, injury to person or to personal property must be filed not later than six (6) months after the occurrence. (Gov. Code Sec. 9112)
2. Claims for damages to real property must be filed not later than one (1) year after the occurrence. (Gov. Code Sec. 911.2)
3. Read entire claim before filing.
4. See page 2 for diagram upon which to locate place of accident
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.
7. Claim must be filed with City Clerk. (Gov. Code Sec. 915a)

COV CITY CLERK'S OFFICE

RECEIVED

JAN13'20 PM2:38:43

TO: CITY OF VERNON CITY COUNCIL

Name of Claimant

Diana Aquino

Age of Claimant (If natural person)

30

Home Address of Claimant

City and State

Home Telephone Number

Business Address of Claimant

City and State

Business Telephone Number

CA 91791

Give address to which you desire notices or communications to be sent regarding this claim:

How did DAMAGE or INJURY occur? Give full particulars.

Driving northbound on S Soto Ave.,  
came across multiple pot holes and  
uneven paved road causing tire to pop.

When did DAMAGE or INJURY occur? Give full particulars, date, time of day, etc.:

October 29, 2019 Noon

Where did DAMAGE or INJURY occur? Describe fully, and locate on diagram on reverse side of this sheet, where approximate, give street names and address and measurements from landmarks:

Rear driver side tire popped after passing  
(x) location at intersection.

What particular ACT or OMISSION do you claim caused the injury or damage? Give names of City employees, if any, causing the injury or damage, if known:

Road is paved unevenly, leaving  
multiple pot holes, the pot holes continue down  
S Soto Ave. No caution signs present to alert  
drivers.

What DAMAGE or INJURIES do you claim resulted? Give full extent of injuries or damages claimed:

Unable to patch tire. Full replacement  
needed costing \$ 285.38 total.

What AMOUNT do you claim of each item of injury or damage as of date of presentation of this claim, giving basis of computation:

I only claim price for my tire.  
Full price payment due to city negligence

Give ESTIMATED AMOUNT as far as known you claim on account of each item of prospective injury or damage, giving basis of computation:

\$ 285.38

Were you insured at the time of the incident? If so, provide name of insurance company, policy numbers and amount of insurance payments received:

Allstate, insurance does not cover tires.

Expenditures made on account of accident or injury: (Date - Item)

(Amount)

\$285.38

Name and address of Witnesses, Doctors and Hospitals:

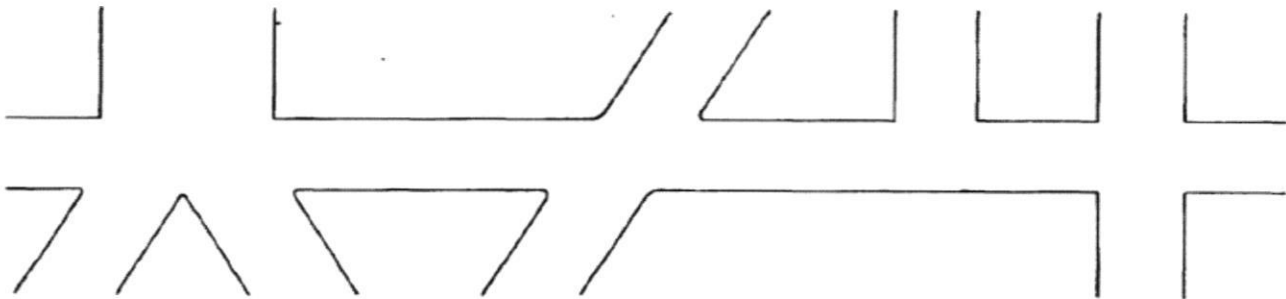
#### READ CAREFULLY

For all accident claims place on following diagram names of streets, including North, East, South, and West: indicate place of accident by "X" and by showing house numbers or distances to street corners.

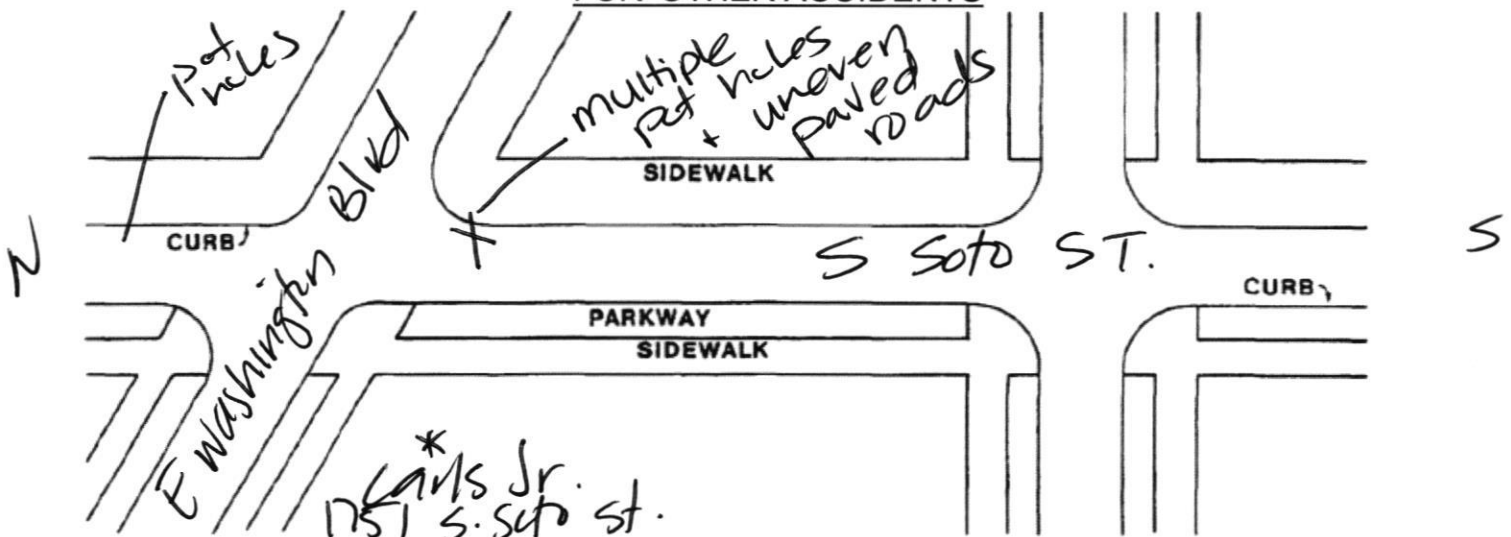
If City Vehicle was Involved, designate by letter "A" location of City vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw City vehicle; location of City vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of accident by "B-1" and the point of impact by "X."

NOTE: If diagrams do not fit the situation, attach hereto a proper diagram signed by claimant.

#### FOR AUTOMOBILE ACCIDENTS



#### FOR OTHER ACCIDENTS



I declare, under penalty of perjury, that the foregoing, including any attachments, is true and correct.

Typed/Printed Name:

Diana Aquino

Signature of Claimant or person filing on his/her behalf, giving relationship to Claimant:

D. Aquino

Date:

11/13/2020

NOTE: ALL CLAIMANTS MAY BE REQUESTED TO BE EXAMINED AS TO THEIR CLAIM UNDER OATH. PRESENTATION OF A FALSE CLAIM IS A FELONY (CAL. PEN. CODE SEC. 72). CLAIMS MUST BE FILED WITH CITY CLERK (GOV. CODE SEC. 915a). STATE LAW PROVIDES THAT IF YOU ARE NOT NOTIFIED OF ANY ACTION BY THE CITY OF THIS CLAIM WITHIN 45 DAYS OF FILING THEN THE CLAIM IS DEEMED DENIED (SEE GOV. CODE SEC. 911.6 & 912.4)





# TOYOTA OF WHITTIER

14577 East Whittier Blvd.

Whittier, CA 90605

(562) 698-2591

www.toyotaofwhittier.com

SERVICE AND PARTS HOURS

MON - FRI 7:00 A.M. - 7:00 P.M.

SATURDAY 7:00 A.M. - 4:00 P.M.

BAR#: ARD288731

EPA#: CAL000430452

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

CELL: 323-600-5769

CUSTOMER NO. <b>81440</b>	ADVISOR <b>MINDY NILA</b>	1227	TAG NO. <b>6425</b>	INVOICE DATE <b>10/30/19</b>	INVOICE NO. <b>TOCS48517</b>
AMANDO AQUINO	LICENSE NO.		14,807	COLOR <b>SUPER WHT/B</b>	STOCK NO. <b>5950546</b>
	YEAR / MAKE / MODEL <b>18/TOYOTA/RAV4/UT 4DR SUV FWD LE</b>			DELIVERY DATE <b>12/28/18</b>	DELIVERY MILES <b>12</b>
	VEHICLE I.D. NO. <b>J T M Z F R E V 8 J J 7 5 0 5 4 6</b>			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.		P.O. NO.	R.O. DATE <b>10/30/19</b>	
RESIDENCE PHONE	BUSINESS PHONE <b>914-376-6154</b>	COMMENTS			

MO: 14808

## TOTALS

\*\*\*\*\*  
\* NEXT RECOMMENDED SERVICE: \*  
\* 10/30/2019 / 14809 MI 00TOZ101001 MULTIPOINT INSPECT \*  
\*\*\*\*\*

\*\*\*\*\*  
\* [ ] CASH [ ] CHECK CK NO. [ ] \*  
\* [ ] VISA [ ] MASTERCARD [ ] DISCOVER \*  
\* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE \*  
\*\*\*\*\*

TOTAL LABOR.... 35.00  
TOTAL PARTS.... 225.00  
TOTAL SUBLET... 0.00  
TOTAL G.O.G.... 0.00  
TOTAL MISC CHG. 4.00  
TOTAL MISC DISC 0.00  
TOTAL TAX..... 21.38

**TOTAL INVOICE \$ 285.38**

THANK YOU FOR YOUR BUSINESS!! YOU MAY IN THE NEAR FUTURE BE CONTACTED BY YOUR VEHICLES MANUFACTURER REGARDING YOUR MOST RECENT SERVICE EXPERIENCE. IF YOU ARE UNABLE TO GRADE US EXCELLENT, PLEASE CALL OUR SERVICE DEPT. WE THANK YOU IN ADVANCE FOR THE RETURN OF THE SURVEY.

CUSTOMER SIGNATURE

Thank You for choosing Toyota of Whittier for your recent service visit. If you have any questions or comments, please give your Service Advisor a call, so that we may resolve any question that you might have.



## MOUNT AND BALANCE TIRE COMPLETED

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT	PRICE	
	1	DT009-32350-YK	225/65R17		225.00	225.00
					TOTAL - PARTS	225.00

MISC	CODE	DESCRIPTION	CONTROL NO		
	5-TT	TIRE TAX CA		1.75	
	5-TD	TIRE DISPOSAL FEE		2.25	
				TOTAL - MISC	4.00

JOB#	1	TOTALS		
			LABOR	35.00
			PARTS	225.00
			MISC	4.00

JOB#	2	CHARGES	JOB#	1	JOURNAL PREFIX	TOCS	JOB#	1	TOTAL	
									264.00	

LABOR				
J# 2	00TOZ101001	MULTIPOINT INSPECT	TECH(S):1360 1553	INTERNAL
PERFORM COMPLIMENTARY MULTI-POINT INSPECTION				
MULTIPOINT INSPECTION				
FRONT TIRE PRESSURE				
REAR TIRE PRESSURE				
PERFORMED MULTIPOINT INSPECTION. SEE ATTACHED INSPECTION SHEET FOR DETAILS.				

JOB#	2	TOTALS								
			JOB#	2	JOURNAL PREFIX	TOCS	JOB#	2	TOTAL	
									0.00	

ESTIMATE				
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING				
ORIGINAL ESTIMATE OF \$35.00 (+TAX)				
APPROVED REVISED ESTIMATE (# 1) OF \$285.38 (+TAX) ON 10/30/19 AT 03:52pm				
BY AMANDO AQUINO COMMENTS				

(562)698-2591  
TOYOTA OF WHITTIER  
14577 E WHITTIER BLVD  
WHITTIER, CA 90605

10/30/2019

17:15:08

DEBIT CARD

DEBIT SALE

Card #	XXXXXXXXXXXX7805
Network:	INTERLINK
Chip Card:	US DEBIT
AID:	A0000000980840
ATC:	03BD
ARQC:	26BB186E31F2880B
SEQ #:	9
Batch #:	603
INVOICE	48517
Approval Code:	460854
Entry Method:	Chip Read
Mode:	Issuer - PIN Verified

SALE AMOUNT

\$285.38

CUSTOMER COPY

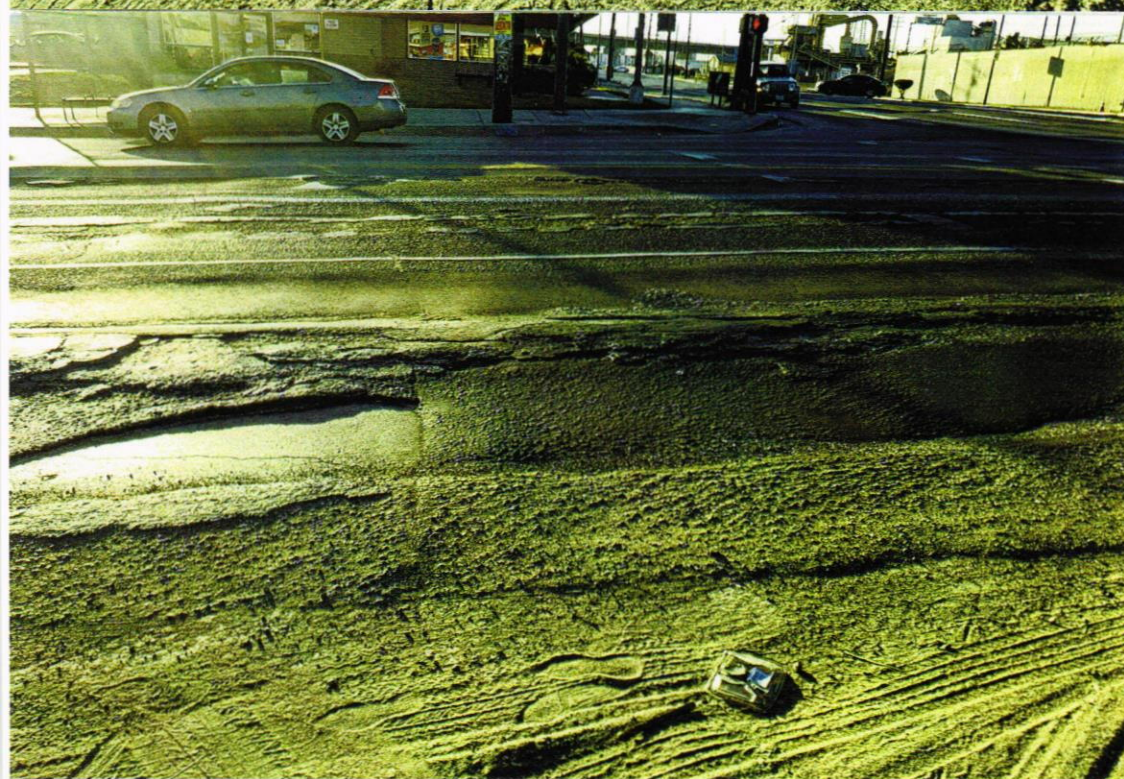




















# City Council Agenda Item Report

Agenda Item No. COV-38-2020

Submitted by: John Lau

Submitting Department: Finance/ Treasury

Meeting Date: February 4, 2020

## **SUBJECT**

Operating Account Warrant Register No. 38 Covering the Period of January 5 through January 18, 2020

## **Recommendation:**

Approve Operating Account Warrant Register No. 38, which totals \$8,910,980.17, and consists of ratification of electronic payments totaling \$8,134,176.84 and ratification of the issuance of early checks totaling \$776,803.33.

## **Background:**

Section 2.13 of the Vernon Municipal Code indicates the City Treasurer, or an authorized designee, shall prepare warrants covering claims or demands against the City which are to be presented to City Council for its audit and approval. Pursuant to the aforementioned code section, the City Treasurer has prepared Operating Account Warrant Register No. 38 covering claims and demands presented during the period of January 5 through January 18, 2020, drawn, or to be drawn, from East West Bank for City Council approval.

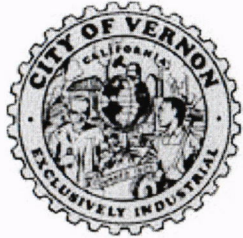
## **Fiscal Impact:**

The fiscal impact of approving Operating Account Warrant Register No. 38 totals \$8,910,980.17. The Finance Department has determined that sufficient funds to pay such claims/demands, are available in the respective accounts referenced on Operating Account Warrant Register No. 38.

## **Attachments:**

1. [Operating Account Warrant Register No. 38](#)





CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020

I hereby certify that claims and/or demands included in above listed warrant register have been audited for accuracy and availability of funds for payments and that said claims and/or demands are accurate and that the funds are available for payments thereof.

Scott Williams

Scott Williams

Director of Finance / City Treasurer

Date: 1/22/2020

This is to certify that the claims or demands covered by the above listed warrants have been audited by the City Council of the City of Vernon and that all of said warrants are approved for payments except Warrant Numbers:

\_\_\_\_\_  
\_\_\_\_\_

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020**

**ELECTRONIC**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
002412 - CALIFORNIA ISO	055.9200.500150	\$ 72,176.73	Initial Charges 12/19	201912313144209 473				
	055.9200.500210	\$ 13,032.17	Initial Charges 12/19	201912313144209 473				
	055.9200.500151	\$ -2.08	Initial Charges 12/19	201912313144209 473				
	055.9200.500170	\$ -9,832.89	Initial Charges 12/19	201912313144209 473				
	055.9200.500190	\$ -13,078.82	Initial Charges 12/19	201912313144209 473				
	055.9200.500150	\$ 24,283.26	Recalculation Charges 12/19	201912313144209 473				
	055.9200.500190	\$ 673.11	Recalculation Charges 12/19	201912313144209 473				
	055.9200.500210	\$ 357.79	Recalculation Charges 12/19	201912313144209 473				
	055.9200.500151	\$ -0.03	Recalculation Charges 12/19	201912313144209 473				
	055.9200.500170	\$ -8,948.23	Recalculation Charges 12/19	201912313144209 473				
	055.9200.500150	\$ -290.95	Recalculation Charges 03/17	201912313144209 473				
	055.9200.500190	\$ -1,061.62	Recalculation Charges 03/17	201912313144209 473				
						01/07/2020	9214	\$ 77,308.44
000267 - BROADBAND LLC	057.1057.500173	\$ 4,139.00	Internet Access Services	115202003744		01/07/2020	9215	\$ 4,139.00

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020**

**ELECTRONIC**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
000447 - CDW GOVERNMENT, INC	011.9019.520010	\$ 218.14	OtterBox Defender Series for 12.9"	VXC2806	011.0014187			
	011.9019.520010	\$ 306.95	Microsoft Wireless Comfort Desktop 5050	VXC2806	011.0014187			
	011.9019.520010	\$ 125.50	Microsoft Wireless Mobile Mouse 4000	VXC2806	011.0014187			
	011.9019.520010	\$ 538.50	NETGEAR 5-Port Gigabit Ethernet	VXC2806	011.0014187			
	011.9019.520010	\$ 511.59	weBoost Home MultiRoom - booster kit~	VXC2806	011.0014187			
	011.9019.520010	\$ 161.56	Sales Tax 9.5%	VXC2806				
						01/07/2020	9216	\$ 1,862.24
003053 - LEVEL 3 COMMUNICATIONS, LLC	057.1057.500173	\$ 4,681.27	Upstream Internet Access Services	87161830				
						01/07/2020	9217	\$ 4,681.27
001658 - WATER REPLENISHMENT DISTRICT	020.1084.500110	\$ 214,112.65	Groundwater Production & Assessment	121619				
						01/07/2020	9218	\$ 214,112.65
003177 - WILMINGTON INSTRUMENT COMPANY,	056.5600.590000	\$ 425.00	Calibration Services~	111270IN	056.0000572			
						01/07/2020	9219	\$ 425.00
006651 - ZIM INDUSTRIES, INC	020.1084.900000	\$ 228,950.00	Well #22 Construction Project~	010620				
						01/07/2020	9220	\$ 228,950.00
006086 - MACQUARIE ENERGY, LLC	055.9200.500160	\$ 1,775.00	Natural Gas 11/19~	GASI00128190.01				
						01/08/2020	9221	\$ 1,775.00
005831 - ARKADIN, INC	011.9019.560010	\$ 83.89	Conferencing Charges	USINV191175771				
						01/09/2020	9226	\$ 83.89

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020**

**ELECTRONIC**

<b>VENDOR NAME AND NUMBER</b>	<b>ACCOUNT NUMBER</b>	<b>INVOICE AMOUNT</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>P.O.#</b>	<b>PAYMENT DATE</b>	<b>PAYMENT NUMBER</b>	<b>PAYMENT AMOUNT</b>
005067 - BIOFUEL GENERATION SERVICES, L	055.9200.500162	\$ 33,599.50	Biomethane	RPS112019		01/09/2020	9227	\$ 33,599.50
005875 - FRANCISCO M GAVINA, JR	011.1048.596200	\$ 100.00	Attendance Stipend~	121219		01/09/2020	9228	\$ 100.00
003606 - INSIGHT PUBLIC SECTOR, INC	011.9019.590110	\$ 57,844.29	Microsoft Enterprise License	1100700515		01/09/2020	9229	\$ 57,844.29
006687 - NDS	011.1004.520000	\$ 5,000.00	Postage	1368		01/09/2020	9230	\$ 5,000.00
003890 - TARGETSOLUTIONS LEARNING, LLC	011.1033.596700	\$ 3,920.00	Premier Membership Platform	TSINV00000032736		01/09/2020	9231	\$ 3,920.00



**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020**

**ELECTRONIC**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
002412 - CALIFORNIA ISO	055.9200.500150	\$ 0.23	Recalculation Charges 12/16	202001073344249				
				476				
	055.9200.500150	\$ -1,340.93	Recalculation Charges 06/18	202001073344249				
				476				
	055.9200.500170	\$ -7.62	Recalculation Charges 06/18	202001073344249				
				476				
	055.9200.500190	\$ -696.24	Recalculation Charges 06/18	202001073344249				
				476				
	055.9200.500150	\$ 97,112.73	Initial Charges 01/20	202001073344249				
				476				
	055.9200.500210	\$ 9,546.66	Initial Charges 01/20	202001073344249				
				476				
	055.9200.500151	\$ -0.08	Initial Charges 01/20	202001073344249				
				476				
	055.9200.500170	\$ -2,172.72	Initial Charges 01/20	202001073344249				
				476				
	055.9200.500190	\$ -11,863.71	Initial Charges 01/20	202001073344249				
				476				
	055.9200.500150	\$ 6,171.67	Initial Charges 12/19	202001073344249				
				476				
	055.9200.500170	\$ 1,074,216.28	Initial Charges 12/19	202001073344249				
				476				
	055.9200.500180	\$ 514.89	Initial Charges 12/19	202001073344249				
				476				
	055.9200.500210	\$ 4,643.73	Initial Charges 12/19	202001073344249				
				476				
	055.9200.500240	\$ 6,439.20	Initial Charges 12/19	202001073344249				
				476				

CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
002412 - CALIFORNIA ISO	055.9200.500151	\$ -0.18	Initial Charges 12/19	202001073344249 476				
	055.9200.500190	\$ -6,414.57	Initial Charges 12/19	202001073344249 476				
	055.9200.500150	\$ 4,157.27	Recalculation Charges 03/19	202001073344249 476				
	055.9200.500170	\$ 13.67	Recalculation Charges 03/19	202001073344249 476				
	055.9200.500180	\$ 925.52	Recalculation Charges 03/19	202001073344249 476				
	055.9200.500190	\$ -43.36	Recalculation Charges 03/19	202001073344249 476				
						01/13/2020	9232	\$ 1,181,202.44
001906 - WILLIAM DAVIS	011.1001.502030	\$ 1,500.00	HSA Employer Contribution~	010820		01/14/2020	9233	\$ 1,500.00
001206 - DELL MARKETING LP	011.9019.520010	\$ 4,239.51	Dell 24 Monitor - E2417H~	10356749800	011.0014186			
	011.9019.520010	\$ 174.00	ENVIRNMENTAL FEE	10356749800	011.0014186			
	011.9019.520010	\$ 391.87	Sales Tax 9.5%	10356749800				
	011.9019.520010	\$ 1,573.68	XPS 15 7590~	10358086346	011.0014185			
	011.9019.520010	\$ 133.51	Non-taxable from above line item	10358086346	011.0014185			
	011.9019.520010	\$ 6.00	ENVIRONMENTAL FEE	10358086346	011.0014185			
	011.9019.520010	\$ 150.06	Sales Tax 9.5%	10358086346				
						01/14/2020	9234	\$ 6,668.63

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020**

**ELECTRONIC**

<b>VENDOR NAME AND NUMBER</b>	<b>ACCOUNT NUMBER</b>	<b>INVOICE AMOUNT</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>P.O.#</b>	<b>PAYMENT DATE</b>	<b>PAYMENT NUMBER</b>	<b>PAYMENT AMOUNT</b>
004438 - FLEMING ENVIRONMENTAL, INC	011.1049.590000	\$ 180.00	Service Call	15640				
	011.1049.590000	\$ 650.00	Designated Operator 30 Day Inspections	15648		01/14/2020	9235	\$ 830.00
005108 - JEMMOTT ROLLINS GROUP, INC	011.1021.797000	\$ 13,750.00	Professional Services~	DEC19		01/14/2020	9236	\$ 13,750.00
006722 - AVENU MUNISERVICES, LLC	011.1004.595200	\$ 3,750.00	UUT Fixed Fee~	INV06007734		01/14/2020	9237	\$ 3,750.00
005925 - SHI INTERNATIONAL CORP	011.9019.590110	\$ 3,800.00	TREND MICRO SMART PROT FOR ENDPTS RNWL	B10866338	011.0014136	01/14/2020	9238	\$ 3,800.00
006120 - WESTERN ALLIED CORPORATION	011.1049.590000	\$ 3,343.00	Air Conditioner Maintenance	32263				
	011.1049.590000	\$ 857.02	Air Conditioner Maintenance	625819		01/14/2020	9239	\$ 4,200.02
004583 - ZOHO CORPORATION	011.9019.590110	\$ 5,995.00	ManageEngine Service Desk Plus	2245214	011.0014189	01/14/2020	9240	\$ 5,995.00
001581 - THE GAS COMPANY	056.5600.560000	\$ 40.86	Period: 11/19	121219(3)		01/09/2020	9242	\$ 40.86



**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020**

**ELECTRONIC**

<b>VENDOR NAME AND NUMBER</b>	<b>ACCOUNT NUMBER</b>	<b>INVOICE AMOUNT</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>P.O.#</b>	<b>PAYMENT DATE</b>	<b>PAYMENT NUMBER</b>	<b>PAYMENT AMOUNT</b>
001481 - VERIZON WIRELESS	055.9000.560010	\$ 627.89	Period: 10/19	110719_MULTIPLE(				
				2)				
	055.8000.560010	\$ 1,212.37	Period: 10/19	110719_MULTIPLE(				
				2)				
	056.5600.560010	\$ 1,486.24	Period: 10/19	110719_MULTIPLE(				
				2)				
						01/09/2020	9243	\$ 3,326.50
001481 - VERIZON WIRELESS	055.8200.560010	\$ 2,191.45	Period: 11/19	9842881107		01/10/2020	9244	\$ 2,191.45
004075 - THE DEPARTMENT OF THE TREASURY	011.210210	\$ 29.36	Medicare Tax: 3rd Party Sick Pay	123019		01/10/2020	9246	\$ 29.36
000071 - CORRPRO COMPANIES, INC	056.5600.590000	\$ 9,800.00	Replace Rectifiers	582548		01/16/2020	9248	\$ 9,800.00
006198 - JRM	055.8100.596200	\$ 52,594.67	Security Services	3875		01/16/2020	9249	\$ 52,594.67
002169 - KONECRANES, INC	055.8400.590000	\$ 705.00	Quarterly Inspection	154204372		01/16/2020	9250	\$ 705.00

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020**

**ELECTRONIC**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005614 - NORTHWEST ELECTRICAL SERVICES,	020.1084.900000	\$ 863.24	Technical Design Services	1762				
	020.1084.900000	\$ 29,912.70	Technical Design Services	1762				
	055.8200.596200	\$ 7,629.45	Technical Design Services	1762				
	055.9000.595200	\$ 155.81	Technical Design Services	1762				
						01/16/2020	9251	\$ 38,561.20
002517 - SO CAL PUBLIC POWER AUTHORITY	055.9200.500154	\$ 265,317.91	Astoria 2 Solar Project	ATSP0120				
						01/16/2020	9252	\$ 265,317.91
005925 - SHI INTERNATIONAL CORP	011.9019.520010	\$ 13,397.58	Bundle - SATA for Backup - 100GB~	B10988531	011.0014188			
						01/16/2020	9253	\$ 13,397.58
002458 - ABB, INC	055.8400.590000	\$ 1,348.88	Calibration Services	7104522593				
						01/16/2020	9254	\$ 1,348.88
006593 - PITNEY BOWES PRESORT SERVICES	011.1004.520000	\$ 40.30	Postage	011420				
						01/16/2020	9255	\$ 40.30
006687 - NDS	011.1004.520000	\$ 237.27	Mailing Services	760642				
	011.1004.520000	\$ 256.10	Mailing Services	761866				
						01/16/2020	9256	\$ 493.37

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020**

**ELECTRONIC**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
003336 - BICENT (CALIFORNIA) MALBURG, L	055.9200.500150	\$ 351,908.92	Monthly Energy Related Payment	12201901				
	055.9200.500150	\$ 43,381.16	Monthly Heat Rate	12201901				
	055.9200.500180	\$ 3,596,131.20	Monthly Capacity Payment	12201901				
	055.9200.500150	\$ -8,708.45	Fuel Burden	12201901				
	055.9200.500150	\$ -918.92	Cold Weather Tuning Fuel Cost	12201901				
						01/17/2020	9257	\$ 3,981,793.91
006571 - NATIONAL READY MIXED CONCRETE	011.1004.401250	\$ 165,214.40	Sales Tax Sharing Agreement~	011520				
						01/17/2020	9258	\$ 165,214.40
006449 - LANCASTER CHOICE ENERGY	055.9200.500180	\$ 15,750.00	Resource Adequacy	1200002618				
						01/17/2020	9259	\$ 15,750.00
003049 - PETRELLI ELECTRIC, INC	055.200400	\$ 1,562,508.19	Electric Service Maintenance	190308				
						01/17/2020	9260	\$ 1,562,508.19



CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
000714 - CALPERS	011.1024.502020	\$ 42,245.52	RBf: D. Brearley	100000015902087				
	011.1031.502020	\$ 3,092.16	RBf: D. Calleros	100000015902087				
	020.1084.502020	\$ 862.32	RBf: M. DeFrank	100000015902087				
	011.1033.502020	\$ 177.12	RBf: M. Hansen	100000015902087				
	011.1026.502020	\$ 405.12	RBf: D. Keen	100000015902087				
	011.1026.502020	\$ 12,061.20	RBf: M. Valenzuela	100000015902087				
	011.1002.502020	\$ 2,646.32	RBf: M. Whitworth	100000015902087				
	011.1033.502020	\$ 14,995.84	RBf: M. Whitworth	100000015902087				
	020.1084.502020	\$ 17,603.02	RBf: S. Wilson	100000015902087				
	011.1040.502020	\$ 70,412.06	RBf: S. Wilson	100000015902087				
						01/16/2020	9261	\$ 164,500.68

CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
002190 - OFFICE DEPOT	011.1004.520000	\$ 66.17	Supplies	399226407001				
	011.1004.520000	\$ 6.29	Sales Tax 9.5%	399226407001				
	055.7100.520000	\$ 65.90	Supplies	405635906001				
	055.8100.520000	\$ 27.66	Supplies	405635906001				
	055.9000.520000	\$ 133.56	Supplies	405635906001				
	055.9100.520000	\$ 2.38	Supplies	405635906001				
	056.5600.520000	\$ 497.63	Supplies	405635906001				
	056.5600.520000	\$ 41.94	Supplies	405646076001				
	056.5600.520000	\$ 3.98	Sales Tax 9.5%	405646076001				
	055.7100.520000	\$ 42.49	Supplies	405646080001				
	055.7100.520000	\$ 4.04	Sales Tax 9.5%	405646080001				
	011.1004.520000	\$ 54.49	Supplies	406584211001				
	011.1004.520000	\$ 5.18	Sales Tax 9.5%	406584211001				
	011.1004.520000	\$ 75.67	Supplies	406584211002				
	011.1004.520000	\$ 7.19	Sales Tax 9.5%	406584211002				
	011.1004.520000	\$ 27.98	Supplies	406616567001				
	011.1004.520000	\$ 2.66	Sales Tax 9.5%	406616567001				
						01/17/2020	9262	\$ 1,065.21
TOTAL ELECTRONIC								<u>\$ 8,134,176.84</u>

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020**

**EARLY CHECKS**

<b>VENDOR NAME AND NUMBER</b>	<b>ACCOUNT NUMBER</b>	<b>INVOICE AMOUNT</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>P.O.#</b>	<b>PAYMENT DATE</b>	<b>CHECK NUMBER</b>	<b>PAYMENT AMOUNT</b>
004723 - AIR EXCHANGE, INC	011.1033.590000	\$ 191.00	Plymovent Maintenance	91600812		01/07/2020	604641	\$ 191.00
001948 - AT&T	011.9019.590110	\$ 1,979.40	Period: 10/19/19 - 11/18/19	111919		01/07/2020	604642	\$ 1,979.40
001948 - AT&T	011.9019.560010	\$ 842.63	Period: 10/20/19 - 11/19/19	112019		01/07/2020	604643	\$ 1,058.31
	011.9019.560010	\$ 215.68	Period: 10/20/19 - 11/19/19	112019(2)				
002889 - AT&T MOBILITY	011.9019.560010	\$ 47.63	Period: 11/09/19 - 12/08/19	832176480X12162 019		01/07/2020	604644	\$ 47.63
004303 - ATHENS INSURANCE SERVICES, INC	011.1026.594200	\$ 5,844.41	TPA Fees 12/19	IVC20113		01/07/2020	604645	\$ 5,844.41
005078 - BURKE, WILLIAMS & SORENSEN, LL	011.1024.593200	\$ 697.70	Re: Martines, Ismael v. City of Vernon,	247470		01/07/2020	604646	\$ 697.70
006543 - JAMES CHANG	011.1021.596200	\$ 100.00	Committee Attendance Stipend~	120519		01/07/2020	604647	\$ 100.00
006717 - RONIT DAHAN-EDRY	011.1048.596200	\$ 100.00	Committee Attendance Stipend~	121219		01/07/2020	604648	\$ 100.00



**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020**

**EARLY CHECKS**

<b>VENDOR NAME AND NUMBER</b>	<b>ACCOUNT NUMBER</b>	<b>INVOICE AMOUNT</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>P.O.#</b>	<b>PAYMENT DATE</b>	<b>CHECK NUMBER</b>	<b>PAYMENT AMOUNT</b>
006011 - DANN FROELICH DESIGN	011.1026.596200	\$ 148.83	Public Utilities Director Brochure	121919		01/07/2020	604649	\$ 148.83
001078 - DIVE/CORR, INC	020.1084.840000	\$ 3,500.00	Underwater Placement / 2 PAX Mixers~	19121		01/07/2020	604650	\$ 3,500.00
005355 - EAN SERVICES, LLC	055.8100.596700	\$ 164.61	Car Rental	22894333		01/07/2020	604651	\$ 408.11
	055.9000.596700	\$ 243.50	Car Rental	22894333(2)				
004730 - EXTREME SAFETY, INC	011.120010	\$ 1,783.97	Various Safety Gloves	92114		01/07/2020	604652	\$ 2,224.24
	011.120010	\$ 440.27	Various Safety Gloves	92151				
003783 - GAUTIER LAND COMPANY	011.1040.400900	\$ 4,670.90	Ref. 1st&2nd Parcel Tax #6302009035~	121819		01/07/2020	604654	\$ 4,670.90
004937 - MICHAEL J GAVINA	011.1021.596200	\$ 100.00	Committee Attendance Stipend~	112019		01/07/2020	604655	\$ 200.00
	011.1021.596200	\$ 100.00	Committee Attendance Stipend~	120519				
005159 - LISETTE GRIZZELLE	011.1026.596500	\$ 15.02	Travel for Supply Purchases	121719		01/07/2020	604656	\$ 58.61
	011.1026.596900	\$ 43.59	Reimb. Ice Cream Social Supplies~	121819				

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020**

**EARLY CHECKS**

<b>VENDOR NAME AND NUMBER</b>	<b>ACCOUNT NUMBER</b>	<b>INVOICE AMOUNT</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>P.O.#</b>	<b>PAYMENT DATE</b>	<b>CHECK NUMBER</b>	<b>PAYMENT AMOUNT</b>
005350 - HAUL AWAY RUBBISH SERVICE CO,	011.1033.520000	\$ 67.50	Disposal & Recycling Services	98X02183				
	011.1033.520000	\$ 67.50	Disposal & Recycling Services	98X02184				
	011.1033.520000	\$ 67.50	Disposal & Recycling Services	98X02185				
	011.1033.520000	\$ 67.50	Disposal & Recycling Services	98X02186		01/07/2020	604657	\$ 270.00
003065 - HDL COREN & CONE	011.1004.596200	\$ 16,000.00	Direct Assessment Services~	27463IN		01/07/2020	604658	\$ 16,000.00
000829 - IRON MOUNTAIN	011.9019.560010	\$ 225.62	Storage Services	202015955		01/07/2020	604659	\$ 225.62
006228 - MILLSOFT, LLC	011.9019.595210	\$ 850.00	Computer Programming Services	313		01/07/2020	604660	\$ 850.00
000186 - MSW CONSULTANTS	011.1060.595200	\$ 9,702.50	Consulting Services 11/19	288		01/07/2020	604661	\$ 9,702.50
006715 - JORGE L. NEVAREZ JR	011.1048.596200	\$ 100.00	Committee Attendance Stipend~	121219		01/07/2020	604662	\$ 100.00
006586 - OCCUPATIONAL HEALTH CENTERS OF	011.1026.597000	\$ 5,512.50	Medical Services	66182975		01/07/2020	604663	\$ 5,512.50

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
006475 - ONEPOINT HUMAN CAPITAL MGMT	011.9019.520010	\$ 215.00	Time Tracking System	45813		01/07/2020	604664	\$ 215.00
001943 - PLUMBING & INDUSTRIAL SUPPLY	011.1049.520000	\$ 899.81	Plumbing Supplies & Building Hardware~	S1224260001	011.0013894			
	011.1049.520000	\$ 137.97	Plumbing Supplies & Building Hardware~	S1225618001	011.0013894			
	020.1084.520000	\$ 1,146.47	Plumbing Supplies & Building Hardware~	S1226591001	011.0013894			
	011.1049.520000	\$ 637.14	Plumbing Supplies & Building Hardware~	S1227397001	011.0013894			
	011.1049.520000	\$ 141.31	Plumbing Supplies & Building Hardware~	S1227399001	011.0013894			
	011.1049.520000	\$ 222.29	Plumbing Supplies & Building Hardware~	S1227444001	011.0013894			
	011.1049.520000	\$ 14.53	Plumbing Supplies & Building Hardware~	S1227644001	011.0013894			
	011.1049.520000	\$ 75.04	Plumbing Supplies & Building Hardware~	S1227989001	011.0013894			
	011.1049.520000	\$ 36.82	Plumbing Supplies & Building Hardware~	S1228035001	011.0013894	01/07/2020	604665	\$ 3,311.38
003456 - RUSH TRUCK CENTER OF WHITTIER	011.1043.840000	\$ 90,720.72	2019 White Ford F-450 truck ~	12097120	011.0013544			
	011.1043.840000	\$ 80.00	Document Preparation Charge	12097120	011.0013544			
	011.1043.840000	\$ 29.00	Electronic File Fee	12097120	011.0013544			
	011.1043.840000	\$ 8.75	California Tire Fee	12097120	011.0013544			
	011.1043.840000	\$ 8,626.07	Sales Tax 9.5%	12097120		01/07/2020	604666	\$ 99,464.54

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
001960 - SNAP-ON INDUSTRIAL	011.1046.520000	\$ 113.33	slf80a ratchet	150ARV42198527	011.0014156	01/07/2020	604667	\$ 124.10
	011.1046.520000	\$ 10.77	Sales Tax 9.5%	150ARV42198527				
001017 - SPRINT	011.9019.560010	\$ 34.52	Period: 11/19	677975318217		01/07/2020	604668	\$ 34.52
000838 - STANCIL CORPORATION	011.9019.590110	\$ 7,457.00	Maintenance Service Contract Renewal	10414		01/07/2020	604669	\$ 7,457.00
006438 - STREAM KIM HICKS WRAGE	011.1024.593200	\$ 544.95	Re: Jerry Chavez v. City of Vernon	14418		01/07/2020	604670	\$ 544.95
000141 - THOMSON REUTERS - WEST	011.1024.596600	\$ 413.71	West Information Charges	841397905		01/07/2020	604671	\$ 1,257.96
	011.1024.596600	\$ 844.25	Subscription Charges	841495015				
005152 - VASQUEZ & COMPANY, LLP	011.1004.595200	\$ 40,000.00	Professional Services	2191054IN		01/07/2020	604673	\$ 40,000.00
001481 - VERIZON BUSINESS SERVICES	011.9019.560010	\$ 624.95	Period: 10/19	71298297		01/07/2020	604674	\$ 624.95
006716 - MARLENE ELSA YBARRA	011.1048.596200	\$ 100.00	Committee Attendance Stipend~	121219		01/07/2020	604675	\$ 100.00



**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000005 - A THRONE CO, INC	011.1033.596200	\$ 122.43	Portable Restrooms	589104				
	011.1033.596200	\$ 122.43	Portable Restrooms	593645				
	011.1033.596200	\$ 122.43	Portable Restrooms	598200				
	011.1033.596200	\$ 122.43	Portable Restrooms	602688				
	011.1033.596200	\$ 122.43	Portable Restrooms	607168				
	011.1033.596200	\$ 122.43	Portable Restrooms	611529				
	011.1043.520000	\$ 111.33	Portable Restrooms	615924				
						01/09/2020	604676	\$ 845.91
004318 - A-BEST INDUSTRIAL, INC	056.5600.900000	\$ 4,315.98	AB-FSCS400-7.5PSIMON~	IN12670	056.0000590			
	056.5600.900000	\$ 657.68	AB-FS-EXPEDITE~	IN12670	056.0000590			
	056.5600.900000	\$ 63.16	Freight	IN12670	056.0000590			
	056.5600.900000	\$ 410.02	Sales Tax 9.5%	IN12670				
						01/09/2020	604677	\$ 5,446.84
001624 - ALLSTAR FIRE EQUIPMENT, INC	011.1033.540000	\$ 284.70	Haix Structure Boots~	218548	011.0013980			
						01/09/2020	604678	\$ 284.70
006537 - APPLE VALLEY CHOICE ENERGY	055.9200.500154	\$ 22,500.00	Capacity Charges 12/19	1304				
						01/09/2020	604679	\$ 22,500.00

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
001948 - AT&T	011.9019.560010	\$ 21.44	Period: 11/06/19 - 12/05/19	14003240				
	011.9019.560010	\$ 2,637.19	Period: 11/10/19 - 12/09/19	14013422				
	011.9019.560010	\$ 171.45	Period: 11/10/19 - 12/09/19	14013423				
	011.9019.560010	\$ 2,032.07	Period: 11/10/19 - 12/09/19	14013425				
	011.9019.560010	\$ 1,025.89	Period: 11/10/19 - 12/09/19	14013426				
	011.9019.560010	\$ 1,045.70	Period: 11/10/19 - 12/09/19	14013858				
	011.9019.560010	\$ 19.72	Period: 11/15/19 - 12/14/19	14050875				
						01/09/2020	604680	\$ 6,953.46
001948 - AT&T	011.9019.560010	\$ 253.44	Period: 11/19/19 - 12/18/19	3113646439				
	055.9200.560010	\$ 152.00	Period: 10/19/19 - 11/18/19	3582290503				
						01/09/2020	604681	\$ 405.44
003749 - CA BUILDING STANDARDS COMMISSI	011.1041.595200	\$ 468.00	4th Qtr 10/01/19 - 12/31/19	010220				
						01/09/2020	604682	\$ 468.00
001401 - CENTRAL BASIN MWD	020.1084.500130	\$ 32,976.03	Potable Water Breakdown	VERNOV19				
						01/09/2020	604683	\$ 32,976.03
000988 - COMPRESSED AIR SPECIALTIES INC	011.1033.590000	\$ 1,622.20	Air Compressor Maintenance	35876				
						01/09/2020	604684	\$ 1,622.20

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020**

**EARLY CHECKS**

<b>VENDOR NAME AND NUMBER</b>	<b>ACCOUNT NUMBER</b>	<b>INVOICE AMOUNT</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>P.O.#</b>	<b>PAYMENT DATE</b>	<b>CHECK NUMBER</b>	<b>PAYMENT AMOUNT</b>
001336 - CURRENT WHOLESALE ELECTRIC SUP	011.1049.520000	\$ 198.48	Electrical Supplies & Hardware~	260544	011.0013889			
	011.1049.520000	\$ 131.33	Electrical Supplies & Hardware~	260753	011.0013889			
	011.1049.520000	\$ 146.81	Electrical Supplies & Hardware~	260869	011.0013889			
						01/09/2020	604685	\$ 476.62
000947 - DAILY JOURNAL CORPORATION	020.1084.550000	\$ 110.00	Publication Services	B3322509				
						01/09/2020	604686	\$ 110.00
000977 - DEPARTMENT OF CONSERVATION	011.1041.595200	\$ 2,958.39	Mapping Fee 4th Qtr 2019	010220				
						01/09/2020	604687	\$ 2,958.39

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
002566 - DEWEY PEST CONTROL	011.1048.596200	\$ 60.00	Pest Control Services	13112652				
	011.1048.596200	\$ 100.00	Pest Control Services	13112657				
	011.1048.596200	\$ 95.00	Pest Control Services	13112658				
	011.1048.596200	\$ 135.00	Pest Control Services	13112659				
	011.1048.596200	\$ 75.00	Pest Control Services	13112660				
	011.1049.590000	\$ 62.00	Pest Control Services	13112661				
	011.1049.590000	\$ 67.00	Pest Control Services	13112662				
	011.1049.590000	\$ 42.00	Pest Control Services	13112663				
	011.1048.596200	\$ 33.33	Pest Control Services	13112664				
	011.1033.590000	\$ 27.00	Pest Control Services	13123688				
	011.1033.590000	\$ 25.00	Pest Control Services	13123689				
	011.1033.590000	\$ 25.00	Pest Control Services	13123690				
	011.1033.590000	\$ 25.00	Pest Control Services	13125695				
						01/09/2020	604688	\$ 771.33
003796 - FIRE APPARATUS SOLUTIONS	011.1033.570000	\$ 686.03	Vehicle Maintenance & Repairs	15756				
	011.1033.570000	\$ 145.47	Vehicle Maintenance & Repairs	15757				
	011.1033.570000	\$ 284.53	Vehicle Maintenance & Repairs	15759				
	011.1033.570000	\$ 215.07	Vehicle Maintenance & Repairs	15767				
	011.1033.570000	\$ 1,202.98	Vehicle Maintenance & Repairs	15770				
	011.1033.570000	\$ 882.24	Vehicle Maintenance & Repairs	15771				
	011.1033.570000	\$ 296.94	Vehicle Maintenance & Repairs	15775				
						01/09/2020	604689	\$ 3,713.26



**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020**

**EARLY CHECKS**

<b>VENDOR NAME AND NUMBER</b>	<b>ACCOUNT NUMBER</b>	<b>INVOICE AMOUNT</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>P.O.#</b>	<b>PAYMENT DATE</b>	<b>CHECK NUMBER</b>	<b>PAYMENT AMOUNT</b>
002854 - GOVT FINANCE OFFICERS ASSOC	011.1004.596550	\$ 160.00	Membership Renewal	121019		01/09/2020	604690	\$ 160.00
001712 - GRAINGER, CO	055.8400.590000	\$ 753.39	Materials & Tools~	9332981266	055.0002741			
	055.8400.590000	\$ 758.37	Materials & Tools~	9370404619	055.0002741			
	055.8400.590000	\$ 124.48	Materials & Tools~	9371510299	055.0002741	01/09/2020	604691	\$ 1,636.24
000201 - GUSTAVO HERRERA	011.1026.596800	\$ 810.00	Tuition Reimbursement	112619		01/09/2020	604692	\$ 810.00
005921 - ALEXIS HWANG	011.1026.596800	\$ 449.09	Tuition Reimbursement	121719		01/09/2020	604693	\$ 449.09
000475 - JETRO	011.1033.520000	\$ 619.92	Bottled Water~	243437	011.0013951	01/09/2020	604694	\$ 619.92
000804 - LB JOHNSON HARDWARE CO #1	011.1033.520000	\$ 17.18	Small Tools, Plumbing & Building	104947	011.0013952			
	011.1033.520000	\$ 15.03	Small Tools, Plumbing & Building	105089	011.0013952	01/09/2020	604695	\$ 32.21

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020**

**EARLY CHECKS**

<b>VENDOR NAME AND NUMBER</b>	<b>ACCOUNT NUMBER</b>	<b>INVOICE AMOUNT</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>P.O.#</b>	<b>PAYMENT DATE</b>	<b>CHECK NUMBER</b>	<b>PAYMENT AMOUNT</b>
001060 - LIFE-ASSIST, INC	011.1033.520000	\$ 163.80	Medical Supplies~	954142	011.0013963			
	011.1033.520000	\$ 934.72	Medical Supplies~	955280	011.0013963			
	011.1033.520000	\$ 150.01	Medical Supplies~	955306	011.0013963			
	011.1033.520000	\$ 410.22	Medical Supplies~	956197	011.0013963			
	011.1033.520000	\$ 778.81	Medical Supplies~	961295	011.0013963			
						01/09/2020	604696	\$ 2,437.56
006652 - MARKEN PPE RESTORATION	011.1033.540000	\$ 88.40	Turnout Cleaning~	42732	011.0014043			
						01/09/2020	604697	\$ 88.40
001096 - MELVYN GREEN & ASSOCIATES, INC	011.1041.595200	\$ 575.98	Plan Check Services	14207				
						01/09/2020	604698	\$ 575.98
006586 - OCCUPATIONAL HEALTH CENTERS OF	011.1026.597000	\$ 812.50	Medical Services	66322896				
	011.1026.597000	\$ 4,132.00	Medical Services	66404166				
						01/09/2020	604699	\$ 4,944.50
006702 - SALLY SWANSON ARCHITECTS, INC	011.1043.595200	\$ 24,778.33	ADA Self Evaluation & Transition Plan	245455				
						01/09/2020	604700	\$ 24,778.33
005556 - SWEINHART ELECTRIC CO	011.1049.590000	\$ 769.93	Repairs & Maintenance	21085				
						01/09/2020	604701	\$ 769.93

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020**

**EARLY CHECKS**

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000282 - TRI-CITY MUTUAL WATER COMPANY	011.1033.560000	\$ 225.00	Hydrant	120119		01/09/2020	604702	\$ 225.00
005396 - LISA UMEDA	055.9000.596500	\$ 1,227.72	APPA RP3 Review Panel Meeting	121219		01/09/2020	604703	\$ 1,227.72
001153 - ZUMAR INDUSTRIES, INC	011.1043.520000	\$ 309.18	Regulatory Signs & Mounting Hardware~	85836	011.0013896	01/09/2020	604704	\$ 309.18

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020**

**EARLY CHECKS**

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006697 - 10-8 RETROFIT, INC	011.4031.850000	\$ 148.24	Item No. ES100C: Speaker Federal ES-100C	16435	011.0014141			
	011.4031.850000	\$ 27.50	Item No. ESB-U: Federal Speaker Bracket	16435	011.0014141			
	011.4031.850000	\$ 414.04	Item No. MPS652-RB: MicroPulse 652 Dual	16435	011.0014141			
	011.4031.850000	\$ 99.38	Item No. MPS652-RW: MicroPulse 652 Dual	16435	011.0014141			
	011.4031.850000	\$ 99.38	Item No. MPS652-BW: MicroPulse 652 Dual	16435	011.0014141			
	011.4031.850000	\$ 200.00	Item No. MPS650-RB: Federal Micro Pulse	16435	011.0014141			
	011.4031.850000	\$ 60.00	10-8 Mirror Light Bracket/Flush to	16435	011.0014141			
	011.4031.850000	\$ 46.57	Item No. FHL-HL: Federal Signal	16435	011.0014141			
	011.4031.850000	\$ 45.00	Antenna Kit: Cable and Antenna	16435	011.0014141			
	011.4031.850000	\$ 70.02	Item No. ND0010B: Code 3 Hide-A-Blast,	16435	011.0014141			
	011.4031.850000	\$ 70.02	Item No. ND0010R: Code 3 Hide-A-Blast,	16435	011.0014141			
	011.4031.850000	\$ 150.00	10-8 Wire Harness for Undercover	16435	011.0014141			
	011.4031.850000	\$ 120.00	Item No. 6001-3001B: 140 A Time Delay	16435	011.0014141			
	011.4031.850000	\$ 40.00	Item No. MRCB-185-120: Manual Breaker	16435	011.0014141			
	011.4031.850000	\$ 222.31	Item No. MS4000U: Federal Mini Siren	16435	011.0014141			
	011.4031.850000	\$ 212.76	Item No. UM3500K: Unitrol 80K Amp	16435	011.0014141			
	011.4031.850000	\$ 33.75	Fuse Block 12 / 5026B with Cover Pos.	16435	011.0014141			
	011.4031.850000	\$ 31.25	Item No. MMSU-1: Magnetic Mic Single	16435	011.0014141			
	011.4031.850000	\$ 350.00	Motorola NTN8560F XTVA Xts/mtp	16435	011.0014141			
	011.4031.850000	\$ 1,960.00	LABOR: Install Emergency Equipment in a	16435	011.0014141			
	011.4031.850000	\$ 12.00	Ethernet Cable Orange PID 4987	16435	011.0014141			
	011.4031.850000	\$ 24.00	Extend Speaker Cable	16435	011.0014141			
	011.4031.850000	\$ 191.91	Sales Tax 7.75%	16435				



CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
						01/14/2020	604705	\$ 4,628.13
006362 - AIR-TRO, INC	055.8400.590000	\$ 9,500.00	Roof Mounted Package Unit Replacement	392644		01/14/2020	604706	\$ 9,500.00
005853 - AMERIGAS PROPANE, LP	011.1033.596200	\$ 240.63	Propane Tank Rental	3096000190		01/14/2020	604707	\$ 240.63
001948 - AT&T	011.9019.590110	\$ 1,979.40	Period: 11/19/19 - 12/18/19	121919		01/14/2020	604708	\$ 1,979.40
001948 - AT&T	011.9019.560010	\$ 842.58	Period: 11/20/19 - 12/19/19	122019				
	011.9019.560010	\$ 215.63	Period: 11/20/19 - 12/19/19	122019(2)		01/14/2020	604709	\$ 1,058.21
000778 - CALIFORNIA WATER SERVICE CO	011.1043.560000	\$ 42.45	Period: 12/19	122019		01/14/2020	604710	\$ 42.45

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020**

**EARLY CHECKS**

<b>VENDOR NAME AND NUMBER</b>	<b>ACCOUNT NUMBER</b>	<b>INVOICE AMOUNT</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>P.O.#</b>	<b>PAYMENT DATE</b>	<b>CHECK NUMBER</b>	<b>PAYMENT AMOUNT</b>
005490 - CINTAS CORPORATION	020.1084.540000	\$ 137.49	Uniforms	4033736720				
	055.8000.540000	\$ 40.54	Uniforms	4033736720				
	055.8100.540000	\$ 138.10	Uniforms	4033736720				
	056.5600.540000	\$ 52.04	Uniforms	4033736720				
	020.1084.540000	\$ 137.49	Uniforms	4034308391				
	055.8000.540000	\$ 40.54	Uniforms	4034308391				
	055.8100.540000	\$ 138.10	Uniforms	4034308391				
	056.5600.540000	\$ 52.04	Uniforms	4034308391				
	020.1084.540000	\$ 137.49	Uniforms	4034886943				
	055.8000.540000	\$ 40.54	Uniforms	4034886943				
	055.8100.540000	\$ 138.10	Uniforms	4034886943				
	056.5600.540000	\$ 52.04	Uniforms	4034886943				
	020.1084.540000	\$ 137.49	Uniforms	4035436834				
	055.8000.540000	\$ 40.54	Uniforms	4035436834				
	055.8100.540000	\$ 138.10	Uniforms	4035436834				
	056.5600.540000	\$ 52.04	Uniforms	4035436834				
	020.1084.540000	\$ 137.49	Uniforms	4035969725				
	055.8000.540000	\$ 40.54	Uniforms	4035969725				
	055.8100.540000	\$ 138.10	Uniforms	4035969725				
	056.5600.540000	\$ 52.04	Uniforms	4035969725				
	020.1084.540000	\$ 137.49	Uniforms	4036586562				
	055.8000.540000	\$ 40.54	Uniforms	4036586562				
	055.8100.540000	\$ 135.10	Uniforms	4036586562				

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020**

**EARLY CHECKS**

<b>VENDOR NAME AND NUMBER</b>	<b>ACCOUNT NUMBER</b>	<b>INVOICE AMOUNT</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>P.O.#</b>	<b>PAYMENT DATE</b>	<b>CHECK NUMBER</b>	<b>PAYMENT AMOUNT</b>
005490 - CINTAS CORPORATION	056.5600.540000	\$ 55.04	Uniforms	4036586562				
	011.1043.540000	\$ 128.41	Uniforms	4036730459				
	011.1046.540000	\$ 39.02	Uniforms	4036730459				
	011.1047.540000	\$ 9.75	Uniforms	4036730459				
	011.1049.540000	\$ 54.41	Uniforms	4036730459				
	020.1084.540000	\$ 137.49	Uniforms	4037208515				
	055.8000.540000	\$ 40.54	Uniforms	4037208515				
	055.8100.540000	\$ 138.10	Uniforms	4037208515				
	056.5600.540000	\$ 52.04	Uniforms	4037208515				
	011.1043.540000	\$ 121.16	Uniforms	403736105				
	011.1046.540000	\$ 39.39	Uniforms	403736105				
	011.1047.540000	\$ 9.85	Uniforms	403736105				
	011.1049.540000	\$ 54.93	Uniforms	403736105				
	020.1084.540000	\$ 144.13	Uniforms	4037754747				
	055.8000.540000	\$ 40.65	Uniforms	4037754747				
	055.8100.540000	\$ 196.80	Uniforms	4037754747				
	056.5600.540000	\$ 52.02	Uniforms	4037754747				
	011.1043.540000	\$ 118.83	Uniforms	4037854308				
	011.1046.540000	\$ 39.52	Uniforms	4037854308				
	011.1047.540000	\$ 9.87	Uniforms	4037854308				
	011.1049.540000	\$ 55.11	Uniforms	4037854308				
	020.1084.540000	\$ 137.45	Uniforms	4038258707				
	055.8000.540000	\$ 40.65	Uniforms	4038258707				

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
005490 - CINTAS CORPORATION	055.8100.540000	\$ 149.52	Uniforms	4038258707				
	056.5600.540000	\$ 52.04	Uniforms	4038258707				
	011.1043.540000	\$ 120.40	Uniforms	4038411560				
	011.1046.540000	\$ 33.23	Uniforms	4038411560				
	011.1047.540000	\$ 9.89	Uniforms	4038411560				
	011.1049.540000	\$ 55.20	Uniforms	4038411560				
	020.1084.540000	\$ 137.45	Uniforms	4038874747				
	055.8000.540000	\$ 40.65	Uniforms	4038874747				
	055.8100.540000	\$ 149.52	Uniforms	4038874747				
	056.5600.540000	\$ 52.04	Uniforms	4038874747				
	020.1084.540000	\$ 137.45	Uniforms	4039481469				
	055.8000.540000	\$ 40.65	Uniforms	4039481469				
	055.8100.540000	\$ 149.52	Uniforms	4039481469				
	056.5600.540000	\$ 52.04	Uniforms	4039481469				
						01/14/2020	604711	\$ 5,048.74
003511 - CITY OF LAKEWOOD	020.1084.593200	\$ 640.43	Proportional Amount 10/19 - 12/19~	4813		01/14/2020	604712	\$ 640.43
000331 - COMMERCIAL DOOR OF LOS ANGELES	011.1049.590000	\$ 2,168.75	Overhead Doors Maintenance	18323				
	011.1049.590000	\$ 425.95	Overhead Doors Maintenance	18352				
	011.1049.590000	\$ 415.00	Overhead Doors Maintenance	18353				
						01/14/2020	604713	\$ 3,009.70



**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020**

**EARLY CHECKS**

<b>VENDOR NAME AND NUMBER</b>	<b>ACCOUNT NUMBER</b>	<b>INVOICE AMOUNT</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>P.O.#</b>	<b>PAYMENT DATE</b>	<b>CHECK NUMBER</b>	<b>PAYMENT AMOUNT</b>
000988 - COMPRESSED AIR SPECIALTIES INC	011.1033.590000	\$ 2,125.00	Item No. VAL-0154/SET4~	35890	011.0014191			
	011.1033.590000	\$ 201.88	Sales Tax 9.5%	35890		01/14/2020	604714	\$ 2,326.88
000038 - JEREMY CROSS	011.1031.596500	\$ 315.00	POST Management Course #7	123019		01/14/2020	604715	\$ 315.00
000947 - DAILY JOURNAL CORPORATION	011.1060.596200	\$ 300.00	Publication Services	B3318822				
	020.1084.550000	\$ 110.00	Publication Services	B3323200		01/14/2020	604716	\$ 410.00
003216 - DEPT OF INDUSTRIAL RELATIONS	011.1026.500245	\$ 45,700.15	FY 2020 Assessment	OSIP67122		01/14/2020	604717	\$ 45,700.15
002566 - DEWEY PEST CONTROL	055.8400.590000	\$ 122.00	Pest Control Services	12988165				
	055.8400.590000	\$ 122.00	Pest Control Services	13056909				
	055.8400.590000	\$ 122.00	Pest Control Services	13124536		01/14/2020	604718	\$ 366.00
001956 - IGNACIO ESTRADA III	011.1031.596500	\$ 24.82	Driving / Force Option Simulator	121219				
	011.1031.596500	\$ 186.16	Sherman Block SLI Class 437-8	122319		01/14/2020	604719	\$ 210.98
005825 - FRONTIER	011.9019.560010	\$ 55.01	Period: 12/16/19 - 01/15/20	121619		01/14/2020	604720	\$ 55.01

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020**

**EARLY CHECKS**

<b>VENDOR NAME AND NUMBER</b>	<b>ACCOUNT NUMBER</b>	<b>INVOICE AMOUNT</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>P.O.#</b>	<b>PAYMENT DATE</b>	<b>CHECK NUMBER</b>	<b>PAYMENT AMOUNT</b>
006061 - GREGORY GARCIA	011.1031.596500	\$ 16.82	Public Records Act	121119		01/14/2020	604721	\$ 16.82
001712 - GRAINGER, CO	055.8100.900000	\$ 670.91	Item: 10~	9366371723	055.0002770			
	055.8100.900000	\$ 63.74	Sales Tax 9.5%	9366371723		01/14/2020	604722	\$ 734.65
001137 - BRANDON GRAY	011.1031.596500	\$ 24.00	Civil Liability Seminar	010620		01/14/2020	604723	\$ 24.00
005350 - HAUL AWAY RUBBISH SERVICE CO,	055.8400.596200	\$ 117.00	Disposal & Recycling Services	9BX02187				
	055.8400.596200	\$ 377.60	Disposal & Recycling Services	9BX02188		01/14/2020	604724	\$ 494.60
000201 - GUSTAVO HERRERA	011.1031.596500	\$ 24.82	Driving / Force Option Simulator	121219		01/14/2020	604725	\$ 24.82

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
004239 - HSA BANK	011.1002.502030	\$ 1,500.00	Employer Contribution 01/01/20	010820				
	011.1003.502030	\$ 1,500.00	Employer Contribution 01/01/20	010820				
	011.1004.502030	\$ 7,500.00	Employer Contribution 01/01/20	010820				
	011.1024.502030	\$ 4,500.00	Employer Contribution 01/01/20	010820				
	011.1026.502030	\$ 4,500.00	Employer Contribution 01/01/20	010820				
	011.1031.502030	\$ 21,000.00	Employer Contribution 01/01/20	010820				
	011.1033.502030	\$ 25,500.00	Employer Contribution 01/01/20	010820				
	011.1040.502030	\$ 3,000.00	Employer Contribution 01/01/20	010820				
	011.1041.502030	\$ 4,500.00	Employer Contribution 01/01/20	010820				
	011.1043.502030	\$ 6,000.00	Employer Contribution 01/01/20	010820				
	011.1046.502030	\$ 1,500.00	Employer Contribution 01/01/20	010820				
	011.1049.502030	\$ 1,500.00	Employer Contribution 01/01/20	010820				
	011.1060.502030	\$ 4,500.00	Employer Contribution 01/01/20	010820				
	011.9019.502030	\$ 1,500.00	Employer Contribution 01/01/20	010820				
	020.1084.502030	\$ 10,500.00	Employer Contribution 01/01/20	010820				
	056.5600.502030	\$ 1,500.00	Employer Contribution 01/01/20	010820				
	055.9000.502030	\$ 4,500.00	Employer Contribution 01/01/20	010820				
	055.9100.502030	\$ 3,000.00	Employer Contribution 01/01/20	010820				
						01/14/2020	604726 \$	108,000.00

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
005093 - JCL TRAFFIC SERVICES	011.1043.520000	\$ 1,377.50	Type I Plastic & Metal Barricade ~	103095	011.0014194			
	011.1043.520000	\$ 382.70	Type I Glass Beads - 50# bag	103095	011.0014194			
	011.1043.520000	\$ 40.00	Freight	103095	011.0014194			
	011.1043.520000	\$ 171.02	Sales Tax 9.5%	103095				
						01/14/2020	604727	\$ 1,971.22
006725 - LEONIS REAL ESTATE HOLDINGS, L	055.7200.596702	\$ 6,800.47	Customer Incentive Program	011320		01/14/2020	604728	\$ 6,800.47
001957 - TODD NEWTON	011.1031.596500	\$ 24.82	Driving / Force Option Simulator	121219		01/14/2020	604729	\$ 24.82
006586 - OCCUPATIONAL HEALTH CENTERS OF	011.1026.597000	\$ 1,289.50	Medical Services	66482616		01/14/2020	604730	\$ 1,289.50
003398 - OVERHILL FARMS, INC	055.7200.596702	\$ 114,449.55	Customer Incentive Program	011320		01/14/2020	604731	\$ 114,449.55
006416 - PRIORITY BUILDING SERVICES, LL	055.8300.540000	\$ 595.63	Janitorial Services 12/19	66893				
	055.8400.540000	\$ 718.90	Janitorial Services 12/19	66893				
	056.5600.540000	\$ 821.45	Janitorial Services 12/19	66893				
						01/14/2020	604732	\$ 2,135.98



**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000163 - PROFORMA EXPRESS GRAPHICS	011.1004.520000	\$ 481.12	Emergency checks for stock~	9015602947	011.0014122			
	011.1004.520000	\$ 45.71	Sales Tax 9.5%	9015602947		01/14/2020	604733	\$ 526.83
006612 - QUALIFIED MOBILE, INC	011.1046.590000	\$ 170.00	Car Wash Services	265158				
	011.1046.590000	\$ 289.00	Car Wash Services	265419		01/14/2020	604734	\$ 459.00
000074 - JOSE RAMOS	011.1031.596500	\$ 24.82	Driving / Force Option Simulator	123019		01/14/2020	604735	\$ 24.82
006480 - RED HAWK FIRE & SECURITY, LLC	055.8000.590000	\$ 3,555.00	Preventative Maintenance	3493843		01/14/2020	604736	\$ 3,555.00
003149 - RICHARD C. SLADE & ASSOCIATES	020.1084.900000	\$ 16,014.89	Groundwater Services	5311		01/14/2020	604737	\$ 16,014.89
003775 - SILVA'S PRINTING NETWORK	011.1001.520000	\$ 69.00	Business Cards - Diana Gonzales ~	27067	011.0014149			
	011.1001.520000	\$ 6.56	Sales Tax 9.5%	27067				
	055.8100.520000	\$ 730.08	Field Operations Division Scheduling	27068	055.0002769			
	055.8100.520000	\$ 69.36	Sales Tax 9.5%	27068		01/14/2020	604738	\$ 875.00
005790 - SIMON WIND, INC	055.9000.900000	\$ 1,000.00	Meteorological Services	1911		01/14/2020	604739	\$ 1,000.00

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020**

**EARLY CHECKS**

<b>VENDOR NAME AND NUMBER</b>	<b>ACCOUNT NUMBER</b>	<b>INVOICE AMOUNT</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>P.O.#</b>	<b>PAYMENT DATE</b>	<b>CHECK NUMBER</b>	<b>PAYMENT AMOUNT</b>
000834 - ROBERTO SOUSA	011.1031.596500	\$ 24.00	Civil Liability Seminar	010620		01/14/2020	604740	\$ 24.00
000287 - STATE WATER RESOURCES CONTROL	020.1084.596200	\$ 6,362.40	Water System Annual Fees~	LW1024397		01/14/2020	604741	\$ 6,362.40
000318 - KENT STEVENSON JR	011.1031.596500	\$ 24.82	Driving / Force Option Simulator	123019		01/14/2020	604742	\$ 24.82
001159 - SUSAN SAXE-CLIFFORD, PH.D.	011.1026.597000	\$ 400.00	Psychological Evaluations	1912051		01/14/2020	604743	\$ 400.00
005030 - UNITED STEEL FENCE COMPANY	056.5600.590000	\$ 7,429.00	Fence Installation~	18838		01/14/2020	604744	\$ 7,429.00
001947 - LUIS VASQUEZ	011.1031.596500	\$ 24.82	Driving / Force Option Simulator	123019		01/14/2020	604745	\$ 24.82
001481 - VERIZON WIRELESS	011.9019.560010	\$ 853.02	Period: 11/19	9843915973		01/14/2020	604746	\$ 853.02
001481 - VERIZON BUSINESS SERVICES	011.9019.560010	\$ 624.95	Period: 11/19	71331662		01/14/2020	604747	\$ 624.95
002222 - VIVION, INC	055.7200.596702	\$ 3,445.95	Customer Incentive Program	011320		01/14/2020	604748	\$ 3,445.95

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
002075 - WEIDMANN ELECTRICAL TECHNOLOGY	055.8000.590000	\$ 1,925.00	Substation Oil Samples	5900260426		01/14/2020	604749	\$ 1,925.00
000743 - XEROX FINANCIAL SERVICES, LLC	011.9019.590110	\$ 3,219.30	Lease Payment	1899719		01/14/2020	604750	\$ 3,219.30
000005 - A THRONE CO, INC	055.8100.596200	\$ 84.95	Portable Restrooms	611526				
	055.8100.596200	\$ 279.14	Portable Restrooms	611527				
	055.8100.596200	\$ 88.95	Portable Restrooms	611528				
	011.1043.520000	\$ 84.95	Portable Restrooms	613462				
	055.8100.596200	\$ 84.95	Portable Restrooms	615925		01/16/2020	604751	\$ 622.94
005662 - ANIXTER, INC	055.8000.900000	\$ 4,056.00	Item# 7524A58G16~	438898000	055.0002764			
	055.8000.900000	\$ 385.32	Sales Tax 9.5%	438898000		01/16/2020	604752	\$ 4,441.32
002308 - ASBURY ENVIRONMENTAL SERVICES	055.8400.590000	\$ 602.96	Environmental Services	150000507422		01/16/2020	604753	\$ 602.96
001948 - AT&T	055.9200.560010	\$ 304.94	Period: 12/19/19 - 01/18/20	3114375688		01/16/2020	604754	\$ 304.94

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000446 - BURRO CANYON SHOOTING PARK	011.1031.594200	\$ 40.00	Shooting Range Fees~	2088	011.0013949	01/16/2020	604755	\$ 40.00
000256 - CALPORTLAND COMPANY	020.1084.520000	\$ 835.79	Concrete	94416780				
	020.1084.520000	\$ 895.16	Concrete	94418944				
	020.1084.520000	\$ 771.43	Concrete	94433572		01/16/2020	604756	\$ 2,502.38
003088 - CLINICAL LAB OF SAN BERNARDINO	020.1084.500140	\$ 761.00	Lab Services	971848		01/16/2020	604757	\$ 761.00
000947 - DAILY JOURNAL CORPORATION	056.5600.596600	\$ 650.00	Publication Services	B3306298IN		01/16/2020	604758	\$ 650.00
000620 - DEPT OF TOXIC SUBSTANCES CTRL	011.1060.595200	\$ 8,153.57	Operations & Maintenance Agreement	19SM2525		01/16/2020	604759	\$ 8,153.57
000236 - DIESELTRON, INC	011.1046.520000	\$ 229.60	rebuilt alternator	28363	011.0014159			
	011.1046.520000	\$ 21.81	Sales Tax 9.5%	28363		01/16/2020	604760	\$ 251.41
004997 - DIV OF THE STATE ARCHITECT	011.200235	\$ 380.00	4th Qtr 2019 SB1186	011420		01/16/2020	604761	\$ 380.00



**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020**

**EARLY CHECKS**

<b>VENDOR NAME AND NUMBER</b>	<b>ACCOUNT NUMBER</b>	<b>INVOICE AMOUNT</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>P.O.#</b>	<b>PAYMENT DATE</b>	<b>CHECK NUMBER</b>	<b>PAYMENT AMOUNT</b>
001936 - EMPIRE CLEANING SUPPLY	011.120010	\$ 458.00	1628-105 24" X 23" 0.9mil. Black Trash	1128863	011.0013991			
	011.120010	\$ 764.80	1628-120 40" X 46" 1.0ml. Black Trash	1128863	011.0013991			
	011.120010	\$ 116.17	Sales Tax 9.5%	1128863				
						01/16/2020	604762	\$ 1,338.97
006622 - FULLER ENGINEERING, INC	020.1084.500140	\$ 1,011.00	Sodium Hypochlorite	140402				
	020.1084.520000	\$ 859.58	Sodium Hypochlorite	140402				
	020.1084.500140	\$ 1,145.25	Sodium Hypochlorite	140507				
	020.1084.520000	\$ 1,031.50	Sodium Hypochlorite	140507				
	020.1084.500140	\$ 467.16	Sodium Hypochlorite	140564				
	020.1084.520000	\$ 902.55	Sodium Hypochlorite	140564				
						01/16/2020	604764	\$ 5,417.04
006634 - G&S CARPET MILLS, INC	011.1049.900000	\$ 2,903.36	Re-carpeting~	3919		01/16/2020	604765	\$ 2,903.36
001843 - HILARIO GONZALES	011.1048.530015	\$ 328.73	Reimb. Possessory Interest Tax~	011519		01/16/2020	604766	\$ 328.73
004834 - LARRY D GONZALES	011.1048.530015	\$ 274.05	Reimb. Possessory Interest Tax~	011520		01/16/2020	604767	\$ 274.05
000686 - IGOE & COMPANY, INC	011.1026.594200	\$ 75.00	Participation Fee	206139		01/16/2020	604768	\$ 75.00
006674 - INOLECT, LLC	055.8100.900000	\$ 31,250.00	Remote Racking System	INV01047		01/16/2020	604769	\$ 31,250.00

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000804 - LB JOHNSON HARDWARE CO #1	055.8400.590000	\$ 49.22	Small Tools, Plumbing, & Building	104620	055.0002742			
	055.8400.590000	\$ 179.47	Small Tools, Plumbing, & Building	105166	055.0002742			
	055.8400.590000	\$ 42.63	Small Tools, Plumbing, & Building	105169	055.0002742			
	055.8400.590000	\$ 10.94	Small Tools, Plumbing, & Building	105234	055.0002742			
	055.8400.590000	\$ 16.95	Small Tools, Plumbing, & Building	105295	055.0002742			
	055.8400.590000	\$ 88.14	Small Tools, Plumbing, & Building	105320	055.0002742			
	055.8400.590000	\$ 13.12	Small Tools, Plumbing, & Building	105412	055.0002742			
	055.8100.590020	\$ 41.53	Small Tools, Plumbing, & Building	105445	055.0002742			
	055.8400.590000	\$ 131.36	Small Tools, Plumbing, & Building	105507	055.0002742			
	020.1084.520000	\$ 109.49	Plumbing & Building Hardware~	105530	011.0013882			
	055.8400.590000	\$ 83.17	Small Tools, Plumbing, & Building	105601	055.0002742			
	055.8400.590000	\$ 52.54	Small Tools, Plumbing, & Building	105628	055.0002742			
	055.8400.590000	\$ 104.04	Small Tools, Plumbing, & Building	105700	055.0002742			
	055.8400.590000	\$ -104.04	Credit~	105702	055.0002742			
	055.8400.590000	\$ 120.90	Small Tools, Plumbing, & Building	105704	055.0002742			
	055.8400.590000	\$ 86.45	Small Tools, Plumbing & Building	105740	055.0002742			
						01/16/2020	604770 \$	1,025.91

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
005089 - MICRO PRECISION CALIBRATION, I	055.8000.590000	\$ 450.00	Calibration Services~	LA90044476	055.0002760			
	055.8000.590000	\$ 650.00	Calibration Services~	LA90044478	055.0002760			
	055.8000.590000	\$ 715.00	Calibration Services~	LA90044481	055.0002760			
	055.8000.590000	\$ 146.21	Calibration Services~	LA90044540	055.0002760			
						01/16/2020	604771	\$ 1,961.21
000629 - OPEN ACCESS TECHNOLOGY INTL, I	055.9200.596200	\$ 817.25	Electronic Tagging~	151759	055.0002734			
	055.9200.596200	\$ 841.76	Electronic Tagging~	152452	055.0002734			
						01/16/2020	604772	\$ 1,659.01
003173 - PACIFIC AMERICAN FISH CO., INC	055.7200.596702	\$ 10,819.87	Customer Incentive Program	011320				
						01/16/2020	604773	\$ 10,819.87
000163 - PROFORMA EXPRESS GRAPHICS	011.1004.520000	\$ -675.45	Business Lic Certificates~	2015600041	011.0014119			
	011.1004.520000	\$ 675.45	Business Lic Certificates~	9015602929	011.0014119			
	011.1004.520000	\$ 716.85	Business Lic Certificates~	9015602960	011.0014119			
	011.1004.520000	\$ 68.10	Sales Tax 9.5%	9015602960				
	011.1004.520000	\$ 365.05	Payroll Checks, 8-1/2" x 11"~	9015602962	011.0014192			
	011.1004.520000	\$ 34.68	Sales Tax 9.5%	9015602962				
						01/16/2020	604774	\$ 1,184.68
006612 - QUALIFIED MOBILE, INC	011.1046.590000	\$ 255.00	Car Wash Services	266119				
						01/16/2020	604775	\$ 255.00

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
001457 - QUINN COMPANY	011.1046.520000	\$ 90.70	3628135 rubber bumper	PC810872424	011.0014160			
	011.1046.520000	\$ 90.70	3628136 rubber bumper	PC810872424	011.0014160			
	011.1046.520000	\$ 17.23	Sales Tax 9.5%	PC810872424				
						01/16/2020	604776 \$	198.63
001931 - REGISTRAR-RECORDER/COUNTY CLK	011.1003.596300	\$ 103.26	Election Services	202006				
						01/16/2020	604777 \$	103.26
003900 - RICHARDS, WATSON & GERSHON	011.1024.593200	\$ 167.75	Re: Los Angeles MS4 Permit Petition	224801				
						01/16/2020	604778 \$	167.75
003787 - RW LYALL & COMPANY, INC	056.5600.900000	\$ 1,089.25	M200SOCAG050A~	162779	056.0000549			
	056.5600.900000	\$ 795.93	M300SOCAG050A~	162779	056.0000549			
	056.5600.900000	\$ 179.10	Sales Tax 9.5%	162779				
	056.5600.900000	\$ 265.31	M300SOCAG050A~	163100	056.0000549			
	056.5600.900000	\$ 25.20	Sales Tax 9.5%	163100				
						01/16/2020	604779 \$	2,354.79
006057 - SECURITY NETWORK, INC	056.5600.596200	\$ 105.00	Alarm Monitoring ~	58730M	056.0000575			
	056.5600.596200	\$ 105.00	Alarm Monitoring ~	59840M	056.0000575			
						01/16/2020	604780 \$	210.00



**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020**

**EARLY CHECKS**

<b>VENDOR NAME AND NUMBER</b>	<b>ACCOUNT NUMBER</b>	<b>INVOICE AMOUNT</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>P.O.#</b>	<b>PAYMENT DATE</b>	<b>CHECK NUMBER</b>	<b>PAYMENT AMOUNT</b>
001845 - SECURITY PAVING COMPANY, INC	020.1084.520000	\$ 24.88	Crush Base Material~	33713	011.0013885			
	020.1084.520000	\$ 27.98	Crush Base Material~	33746	011.0013885			
	020.1084.520000	\$ 25.87	Crush Base Material~	33775	011.0013885			
	020.1084.520000	\$ 21.51	Crush Base Material~	33895	011.0013885			
	020.1084.520000	\$ 43.80	Crush Base Material~	3396000001	011.0013885			
						01/16/2020	604781	\$ 144.04
000171 - SHOETERIA	055.9000.540000	\$ 66.81	Steel Toe Work Boots~	1784IN	055.0002752			
	055.9100.540000	\$ 118.79	Steel Toe Work Boots~	714IN	055.0002752			
						01/16/2020	604782	\$ 185.60
000291 - SO CAL ASSOCIATION OF GOVERNME	011.1002.596550	\$ 120.00	Dues Assessment for FY 2019-20	050819				
						01/16/2020	604783	\$ 120.00
000380 - STACY MEDICAL CENTER	011.1031.596200	\$ 1,580.00	Medical Services	521135138				
	011.1031.596200	\$ 400.00	Medical Services	521135415				
	011.1031.596200	\$ 145.00	Medical Services	521135535				
						01/16/2020	604784	\$ 2,125.00
000191 - STATE STREET LAUNDRY	011.1031.520000	\$ 6.30	Laundry Services~	11918	011.0013958			
	011.1031.520000	\$ 4.50	Laundry Services~	11919	011.0013958			
	011.1031.520000	\$ 14.40	Laundry Services~	11920	011.0013958			
						01/16/2020	604785	\$ 25.20

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000141 - THOMSON REUTERS - WEST	011.4031.596200	\$ 1,578.65	West Information Charges	841414946		01/16/2020	604786	\$ 1,578.65
006132 - THYSSENKRUPP ELEVATOR CORPORAT	011.1049.590000	\$ 639.51	Elevator Service & Maintenance	3004844905		01/16/2020	604787	\$ 639.51
000449 - UNDERGROUND SERVICE ALERT	056.5600.596200	\$ 104.05	New Ticket Charges	1120190777				
	056.5600.596200	\$ 72.68	CA State Fee for Regulatory Costs	18DSBFE6668		01/16/2020	604789	\$ 176.73
001805 - US AIR CONDITIONING DISTRIBUTO	020.1084.900000	\$ 6,459.00	Project Name: VFD Enclosure# 2~	3951406	011.0014002			
	020.1084.900000	\$ 25.00	Gasket 15ft Roll, 1.5 x 1 ~	3951406	011.0014002			
	020.1084.900000	\$ 73.00	Supply Grille, Double Deflection, 30x10	3951406	011.0014002			
	020.1084.900000	\$ 62.00	Return Grille, 30x16~	3951406	011.0014002			
	020.1084.900000	\$ 41.00	Supply Wall Sleeve, 30x10x8, 24ga~	3951406	011.0014002			
	020.1084.900000	\$ 47.00	Return Wall Sleeve, 30x16x8, 24ga ~	3951406	011.0014002			
	020.1084.900000	\$ 173.00	Color Touch Thermostat Commercial 4-stg	3951406	011.0014002			
	020.1084.900000	\$ 653.60	Sales Tax 9.5%	3951406		01/16/2020	604790	\$ 7,533.60
002886 - WALTERS WHOLESALE ELECTRIC, CO	011.1049.520000	\$ 129.88	Electrical & Building Hardware~	S114653859001	011.0013895	01/16/2020	604791	\$ 129.88
<b>TOTAL EARLY CHECKS</b>								<b>\$ 776,803.33</b>

CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 38  
FEBRUARY 4, 2020

RECAP BY FUND

<u>FUND</u>	<u>ELECTRONIC TOTAL</u>	<u>EARLY CHECK TOTAL</u>	<u>WARRANT TOTAL</u>	<u>GRAND TOTALS</u>
011 - GENERAL	\$ 434,760.05	\$ 435,748.40	\$ 0.00	\$ 870,508.45
020 - WATER	492,303.93	89,346.68	0.00	581,650.61
055 - LIGHT & POWER	7,185,996.94	232,544.02	0.00	7,418,540.96
056 - NATURAL GAS	12,295.65	19,164.23	0.00	31,459.88
057 - FIBER OPTIC	8,820.27	0.00	0.00	8,820.27
<b>GRAND TOTAL</b>	<b>\$ 8,134,176.84</b>	<b>\$ 776,803.33</b>	<b>\$ 0.00</b>	<b>\$ 8,910,980.17</b>

TOTAL CHECKS TO BE PRINTED 0

# City Council Agenda Item Report

Agenda Item No. COV-17-2020  
Submitted by: Cynthia Cano  
Submitting Department: Public Works  
Meeting Date: February 4, 2020

## **SUBJECT**

Public Works Monthly Building Report

## **Recommendation:**

Receive and file the December 2019 Building Report.

## **Background:**

The attached building report consists of total issued permits, major projects, demolition permits, new building permits and certificate of occupancy status report for the month of December 2019.

## **Fiscal Impact:**

There is no fiscal impact associated with this report.

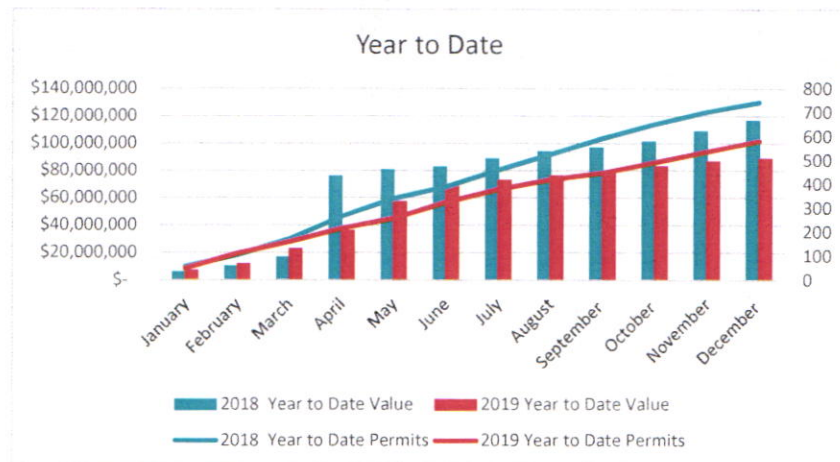
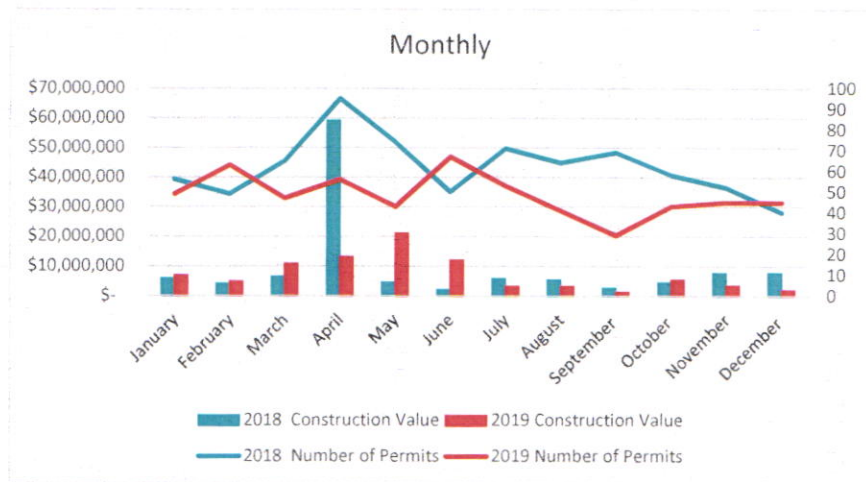
## **Attachments:**

1. [Public Works Department December 2019 Building Report](#)



**City of Vernon  
Building Division  
Monthly Report Summary**

	2018				2019				Year to Date	
	Construction Value	Number of Permits	Year to Date Value	Year to Date Permits	Construction Value	Number of Permits	Year to Date Value	Year to Date Permits	Permit Difference	Valuation Difference
January	\$ 5,887,530	56	\$ 5,887,530	56	\$ 6,968,160	49	\$ 6,968,160	49	-13%	18%
February	\$ 4,145,729	49	\$ 10,033,259	105	\$ 4,923,135	63	\$ 11,891,295	112	7%	19%
March	\$ 6,562,789	65	\$ 16,596,048	170	\$ 10,949,664	47	\$ 22,840,960	159	-6%	38%
April	\$ 59,122,871	95	\$ 75,718,919	265	\$ 13,285,075	56	\$ 36,126,035	215	-19%	-52%
May	\$ 4,650,930	74	\$ 80,369,849	339	\$ 21,264,282	43	\$ 57,390,317	258	-24%	-29%
June	\$ 2,155,720	50	\$ 82,525,569	389	\$ 12,186,470	67	\$ 69,576,787	325	-16%	-16%
July	\$ 5,950,672	71	\$ 88,476,241	460	\$ 3,301,660	53	\$ 72,878,447	378	-18%	-18%
August	\$ 5,473,427	64	\$ 93,949,668	524	\$ 3,283,700	41	\$ 76,162,147	419	-20%	-19%
September	\$ 2,674,832	69	\$ 96,624,500	593	\$ 1,400,426	29	\$ 77,562,573	448	-24%	-20%
October	\$ 4,471,771	58	\$ 101,096,271	651	\$ 5,478,852	43	\$ 83,041,425	491	-25%	-18%
November	\$ 7,741,297	52	\$ 108,837,568	703	\$ 3,590,522	45	\$ 86,631,947	536	-24%	-20%
December	\$ 7,749,850	40	\$ 116,587,418	743	\$ 2,052,385	45	\$ 88,684,332	581	-22%	-24%





City of Vernon  
Building Department  
Annual Report from 1/1/2019 to 12/31/2019

Type	Value	# of Permits
Commercial - Remodel	\$255,450.00	3
Demolition	\$1,147,425.00	4
Electrical	\$10,648,964.59	164
Grading	\$2,651,592.20	7
Industrial - Addition	\$7,119,172.24	6
Industrial - New	\$31,380,981.50	7
Industrial - Remodel	\$7,426,265.50	70
Mechanical	\$13,333,268.75	86
Miscellaneous	\$8,232,823.43	138
Plumbing	\$4,323,502.00	74
Roof	\$3,037,851.00	23
Total Valuation	\$89,557,296.21	582
Total Fees Collected	\$1,088,957.67	

Certificate of Occupancy - New Buildings  
Certificate of Occupancy - Existing Buildings

A handwritten signature in blue ink that reads "Daniel Wall".

Daniel Wall

Director of Public Works



City of Vernon  
Building Department  
Monthly Report from 12/1/2019 to 12/31/2019

Type	Value	# of Permits
Commercial - Remodel	\$255,450.00	3
Electrical	\$105,098.00	13
Industrial - Addition	\$160,000.00	1
Industrial - Remodel	\$290,500.00	6
Mechanical	\$893,498.00	6
Miscellaneous	\$287,840.96	10
Plumbing	\$59,998.00	6
December 2019 TOTALS PERMITS:	\$2,052,384.96	45
PREVIOUS MONTHS TOTAL	\$86,631,947.20	536
YEAR TO DATE TOTAL	\$88,684,332.16	581
December 2018 TOTALS PERMITS:	\$7,749,850.00	40
PREVIOUS MONTHS TOTAL	\$108,837,568.40	703
PRIOR YEAR TO DATE TOTAL	\$116,587,418.40	743

A handwritten signature in blue ink that reads "Daniel Wall".

Daniel Wall

Director of Public Works



City of Vernon  
Building Department  
New Buildings Report - December 2019

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None

A handwritten signature in blue ink that reads "Daniel Wall". The signature is written over a horizontal line.

Daniel Wall  
Director Public Works





City of Vernon  
Building Department  
Demolition Report - December 2019

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None

A handwritten signature in blue ink, appearing to read "Daniel Wall", written over a horizontal line.

Daniel Wall  
Director of Public Works



City of Vernon  
Building Department  
Major Projects from 12/1/2019 to 12/31/2019  
Valuations > 20,000

Permit No.	Project Address	Tenant	Description	Job
<b>Commercial - Remodel</b>				
B-2019-3501	2518 ALAMEDA ST APN 6302009045		Partial tenant improvements of (3) empty suites to prepare for future lessees.	75150
B-2019-3502	2528 ALAMEDA ST APN 6302009045		Partial tenant improvements of 3 empty suites to prepare for future lessees. F/W B-2019-3501	92550
B-2019-3503	2538 ALAMEDA ST APN 6302009045		Partial tenant improvements of 3 empty suites to prepare for future lessees. F/W B-2019-3501	87750
<b>3</b>	<b>Record(s)</b>			<b>\$255,450.00</b>
<b>Electrical</b>				
B-2019-3535	4201 FRUITLAND AVE APN 6304027018		Electrical lighting for a 10,289 s.f. warehouse (interior and exterior)	50000
<b>1</b>	<b>Record(s)</b>			<b>\$50,000.00</b>
<b>Industrial - Addition</b>				
B-2019-3504	3055 44TH ST APN 6303012041	Overhill Farms	Addition to existing spiral freezer enclosure, evaporator coil installation and anchorage & opening in existing concrete wall.	160000
<b>1</b>	<b>Record(s)</b>			<b>\$160,000.00</b>
<b>Industrial - Remodel</b>				
B-2019-3818	3855 SOTO ST APN 6302020059	Farmer John /Smithfi	Remodel for new refrigeration equipment - structural support for refrigeration units on steel frame	85000
B-2019-3781	3201 BANDINI BLVD APN 6303001008		Demo existing office area/office area addition/remodel	175000
<b>2</b>	<b>Record(s)</b>			<b>\$260,000.00</b>
<b>Mechanical</b>				
B-2019-3737	5950 ALCOA AVE APN 6310027028		Mechanical - Water system and waste water system upgrade to double capacity	150000
B-2019-3868	4328 ALCOA AVE APN 6303010038	dedeaux prop	Refrigeration equipment and installation for new food processing facility	715000
<b>2</b>	<b>Record(s)</b>			<b>\$865,000.00</b>
<b>Miscellaneous</b>				
B-2019-3721	4309 EXCHANGE AVE APN 6304021043	Casual Performance I	Storage rack installation	70000
B-2019-3744	3163 VERNON AVE APN 6303005036	Smithfield	New truck well	47000
B-2019-3866	5300 BOYLE AVE APN 6310008020	RPlanet Earth	Remove and replace existing curb for exterior canopy	35000
B-2019-3832	5563 ALCOA AVE		Replace (e) 9000 gallon tank with	28000

	APN 6310008008	13,000 gallon tank on (e) concrete pad. Anchor new tank to pad.	
B-2019-3771	5950 ALCOA AVE APN 6310027028	Pit division and concrete pad for water system	80000
<b>5</b>	<b>Record(s)</b>		<b>\$260,000.00</b>
<b>Plumbing</b>			
B-2019-3782	3201 BANDINI BLVD APN 6303001008	New water and sewer lines for restrooms and breakroom in office area.	25000
<b>1</b>	<b>Record(s)</b>		<b>\$25,000.00</b>
<b>15</b>	<b>Permit(s)</b>	<b>Total</b>	<b>\$1,875,450.00</b>



Daniel Wall

Director of Public Works



City of Vernon  
Building Department  
Status of Certificates of Occupancy Requests  
Month of December 2019

---

Request for Inspection	10
Approved	6
Pending	344
Temporary Occupancies	14

A handwritten signature in blue ink, appearing to read "Daniel Wall", written over a horizontal line.

Daniel Wall  
Director of Public Works



**City of Vernon**  
**Certificate of Occupancy**  
**Applications Date From 12/1/2019 to 12/31/2019**

Issued	Permit No.	Project Address	Tenant	Description	Fees Paid	Square Feet
	C-2019-1406	2938 54TH ST APN 6310010012	YS Garments LLC	Warehousing fabric	385.00	91830
	C-2019-1407	4224 DISTRICT BLVD APN 6304027015	Winix Global LLC	Warehouse and distribution	0.00	117360
	C-2019-1408	4404 PACIFIC BLVD APN	Gino Corp.	Apparel wholesale	885.00	10000
	C-2019-1409	3844 SANTA FE AVE APN 6302018010	Rebirth of Art LLC	Office use	385.00	600
	C-2019-1410	5500 SOTO ST APN 6310015021	G & S Off Price, Inc.	Garment cutting	885.00	32000
	C-2019-1411	4423 DISTRICT BLVD APN 6304022042	A Plus Vegetable, Inc.	Warehousing of vegetables and fruits	885.00	32729
	C-2019-1412	4490 AYERS AVE APN 6304001023	Azteca International Inc.	Tire storage	885.00	16000
	C-2019-1413	2448 25TH ST APN 5168026012	P. Kay Metal, Inc.	Warehousing	885.00	12000
	C-2019-1414	5510 SOTO ST APN 6310015021	CIRANA CORPORATION	GARMENT WAREHOUSING	885.00	14000
	C-2019-1415	5015 HAMPTON ST APN 6308010038	FALCON & BLOOM DBA GOLD HAWK		885.00	11410
<b>Total for Certificate of Occupancy:</b>					<b>6,965.00</b>	<b>337,929.00</b>
<b>10 Permits(s)</b>					<b>Total Fees Paid</b>	<b>6,965.00</b>

**City of Vernon  
Certificate of Occupancy  
Issued Date From 12/1/2019 to 12/31/2019**

Issued	Permit No.	Project Address	Tenant	Description	Fees Paid	Square Feet
12/19/201	C-2019-1364	2965 VERNON AVE APN 6302020052	TOPNET INC	Warehouse and distribution of kitchen appliances.	885.00	35200
12/23/201	C-2018-0971	2808 SANTA FE AVE APN 6302005005	FASHION MUSIC	Garment manufacturing	885.00	12000
12/23/201	C-2018-1009	2800 SIERRA PINE APN 6303001006	VIG FURNITURE INC	Warehousing and distribution of furniture	885.00	43950
12/23/201	C-2019-1238	3653 SIERRA PINE APN 6303002012	ELLENSBURG LAMB COMPANY INC DBA SUPERIOR FARMS/SOUTHLAND MEAT	Warehousing and distribution of meat	885.00	12000
12/23/201	C-2018-0937	5001 SANTA FE AVE APN 6308015009	JL & LG, Inc.	Garment factory	385.00	1400
12/23/201	C-2019-1284	3874 SANTA FE AVE APN 6302018017	MASTER MWN LLC	Manufacturing of garments	385.00	5000
<b>Total for Certificate of Occupancy:</b>					<b>4,310.00</b>	<b>109,550.00</b>
<b>6 Permits(s)</b>					<b>Total Fees Paid</b>	<b>4,310.00</b>

# City Council Agenda Item Report

Agenda Item No. COV-18-2020  
Submitted by: Margarita Beltran  
Submitting Department: Public Works  
Meeting Date: February 4, 2020

## **SUBJECT**

Notice of Completion - City Contract No. CS-1105 - Citywide Striping and Pavement Markings Fiscal Year (FY) 2018-2019

## **Recommendation:**

- A. Find that approval of the proposed action is exempt from California Environmental Quality Act ("CEQA") review, as it is a governmental administrative activity that will not directly result in physical changes to the environment and is therefore not a "project" as defined by CEQA Guidelines section 15378;
- B. Accept the work of PCI, Inc. as related to City Contract No. CS-1105 – Citywide Striping and Pavement Markings FY 2018-2019; and
- C. Authorize staff to submit the Notice of Completion for the project to the County of Los Angeles Recorder's Office.

## **Background:**

On May 9, 2019, the Finance Department awarded City Contract No. CS-1105 – Citywide Striping and Pavement Markings FY 2018-2019 to PCI Inc. in the amount of \$49,999.40.

This project consisted of furnishing and installing traffic striping, pavement markers, and pavement markings over existing traffic striping.

The project was completed in accordance with the project specifications and City staff expectations.

The notice of completion was approved as to form by the City Attorney's Office on December 19, 2019.

## **Fiscal Impact:**

An amount of \$50,000 was budgeted in the Fiscal Year 2018-2019 for the Citywide Striping and Pavement Markings project and the total project cost was \$49,999.40. Therefore, sufficient funds are available to cover the cost of this project.

## **Attachments:**

1. [Notice of Completion - City Contract No. CS-1105](#)

Recording Requested By  
City of Vernon, Public Works Department  
Fee Waived Pursuant To Govt. Code 6103

When Recorded Mail To:  
City of Vernon  
Office of the City Clerk  
4305 Santa Fe Avenue  
Vernon, CA 90058

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

## NOTICE OF COMPLETION

NOTICE OF COMPLETION IS HEREBY GIVEN that

1. The City of Vernon, whose address is 4305 Santa Fe Avenue, Vernon, California, as Owner of the public work of improvement known as the **Citywide Striping and Pavement Markings, FY 2018-2019**, at various locations within the City of Vernon as improved in accordance with **Contract No. CS-1105** between **PCI, Inc.** whose address is: **975 West First Street, Azusa, CA 91702** as CONTRACTOR, and the PUBLIC WORKS DEPARTMENT of the City of Vernon for the following work, to wit:

Furnish all transportation, equipment, materials, labor, supplies and services necessary **to repaint portions of the street lane lines and markings throughout the City to ensure their clear delineation**, as described within the project specifications.

2. Notice is given that the work of **Contract No. CS-1105**, as amended by owner-approved changes, if any, was accepted on **February 4, 2020**, by the City Council, provided, however, this notice does not alter the responsibility of the Contractor for any failure to comply with the requirements of the Contract Documents including, but not limited to, Contractor's liability for any unauthorized or non-conforming work and does not constitute acceptance of any disputed claims.
3. The nature of the interest or state of owner is in fee.

This notice is given in accordance with the provisions of Section 3093 of the Civil Code of the State of California.

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

PUBLIC WORKS DEPARTMENT  
CITY OF VERNON

ATTEST:

BY: \_\_\_\_\_  
Daniel Wall  
Director of Public Works

\_\_\_\_\_  
Lisa M. Pope, City Clerk

## VERIFICATION

I, Daniel Wall, Director of Public Works, state that I am an officer of the City of Vernon; that I have read the foregoing Notice of Completion and know the contents thereof and that the same is true of my own knowledge, except as to the matters which are therein stated on information or belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed in the City of Vernon on the above stated date.

Approved as to Form:

\_\_\_\_\_  
Brian Byun  
Senior Deputy City Attorney

\_\_\_\_\_  
Daniel Wall  
Director of Public Works



# City Council Agenda Item Report

Agenda Item No. COV-23-2020  
Submitted by: Margarita Beltran  
Submitting Department: Public Works  
Meeting Date: February 4, 2020

## **SUBJECT**

Notice of Completion - City Contract No. CS-1130 - Concrete Yards at Furlong Properties

## **Recommendation:**

- A. Find that approval of the proposed action is exempt from California Environmental Quality Act ("CEQA") review, as it is a governmental administrative activity that will not directly result in physical changes to the environment and is therefore not a "project" as defined by CEQA Guidelines section 15378;
- B. Accept the work of FS Contractors, Inc. as related to City Contract No. CS-1130 – Concrete Yards at Furlong Properties; and
- C. Authorize staff to submit the Notice of Completion for the project to the County of Los Angeles Recorder's Office.

## **Background:**

On September 3, 2019, the City Council awarded City Contract No. CS-1130 – Concrete Yards at Furlong Properties to FS Contractors Inc. in the amount of \$135,500.

This project consisted of the construction of new 4" thick concrete slabs at various city-owned houses on Furlong Place. In addition, the project included the removal and disposal of existing landscape areas and concrete walkways.

On January 2, 2020, the City Administrator approved Change Order No. 1 in the amount of \$4,168.75 to cover the costs for modifications in the approved layout that resulted in an increase of concrete areas.

The project was completed on December 18, 2019, in accordance with the project specifications and City staff expectations.

The notice of completion was approved as to form by the City Attorney's Office on December 19, 2019.

## **Fiscal Impact:**

An amount of \$150,000 was budgeted in the Fiscal Year 2019-2020 for the Concrete Yards at Furlong Properties project and the total project cost was \$139,668.75. Therefore, sufficient funds are available to cover the cost of this project.

## **Attachments:**

1. [Notice of Completion - City Contract No. CS-1130](#)

Recording Requested By  
City of Vernon, Public Works Department  
Fee Waived Pursuant To Govt. Code 6103

When Recorded Mail To:  
City of Vernon  
Office of the City Clerk  
4305 Santa Fe Avenue  
Vernon, CA 90058

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

## NOTICE OF COMPLETION

NOTICE OF COMPLETION IS HEREBY GIVEN that

1. The City of Vernon, whose address is 4305 Santa Fe Avenue, Vernon, California, as Owner of the public work of improvement known as the **Concrete Yards at Furlong Properties**, located at the following addresses: 4323, 4324, 4325, 4327, 4328 and 4329 Furlong Place, Vernon, CA 90058, as improved in accordance with **Contract No. CS-1130** between **FS Contractor, Inc.** whose address is: **14838 Bledsoe Street, Sylmar, CA 91342** as CONTRACTOR, and the PUBLIC WORKS DEPARTMENT of the City of Vernon for the following work, to wit:

Furnish all transportation, equipment, materials, labor, supplies and services necessary for **the construction of 4" thick concrete slabs in the backyards of six (6) residential housing properties located at various addresses on Furlong Place in the City of Vernon**, as described within the project specifications.

2. Notice is given that the work of **Contract No. CS-1130**, as amended by owner-approved changes, if any, was accepted on **February 4, 2020**, by the City Council, provided, however, this notice does not alter the responsibility of the Contractor for any failure to comply with the requirements of the Contract Documents including, but not limited to, Contractor's liability for any unauthorized or non-conforming work and does not constitute acceptance of any disputed claims.
3. The nature of the interest or state of owner is in fee.

This notice is given in accordance with the provisions of Section 3093 of the Civil Code of the State of California.

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

PUBLIC WORKS DEPARTMENT  
CITY OF VERNON

ATTEST:

BY: \_\_\_\_\_  
Daniel Wall  
Director of Public Works

\_\_\_\_\_  
Lisa M. Pope, City Clerk

## VERIFICATION

I, Daniel Wall, Director of Public Works, state that I am an officer of the City of Vernon; that I have read the foregoing Notice of Completion and know the contents thereof and that the same is true of my own knowledge, except as to the matters which are therein stated on information or belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed in the City of Vernon on the above stated date.

Approved as to Form:

\_\_\_\_\_  
Brian Byun  
Senior Deputy City Attorney

\_\_\_\_\_  
Daniel Wall  
Director of Public Works

# City Council Agenda Item Report

Agenda Item No. COV-22-2020  
Submitted by: Lissette Melendez  
Submitting Department: Public Works  
Meeting Date: February 4, 2020

## **SUBJECT**

Acceptance of Electrical Easement at 3015 Leonis Boulevard (APN 6303-021-007)

## **Recommendation:**

- A. Find that acceptance of the Electrical Easement is not a “project” as that term is defined under the California Environmental Quality Act (CEQA) Guidelines Section 15378, and even if it were a project, it would be categorically exempt in accordance with CEQA Guidelines Sections 15301 (maintenance, repair or minor alteration of an existing facility and involves negligible or no expansion of an existing use) and 15061(b)(3) (general rule that CEQA only applies to projects that may have a significant effect on the environment); and
- B. Accept the Electrical Easement and authorize the Mayor to execute the Certificate of Acceptance.

## **Background:**

The property located at 3015 Leonis Boulevard is being developed and an easement is needed for the installation and maintenance of City owned electrical conduit and equipment serving the property. The Public Works Department has received a fully executed Electrical Easement by GYC Investment, LLC, a California limited liability company, for the property at the above-mentioned location, Assessor's Parcel No. 6303-021-007.

The easement has been reviewed and approved by the Vernon Public Utilities Department and has been approved as to form by the City Attorney's Office.

## **Fiscal Impact:**

There is no fiscal impact associated with this report.

## **Attachments:**

1. [3015 Leonis - Electrical Easement](#)
2. [Certificate of Acceptance - 3015 Leonis](#)

RECORDING REQUESTED BY  
and  
WHEN RECORDED MAIL TO:  
City of Vernon  
4305 Santa Fe Avenue  
Vernon, CA 90058  
Attn: City Clerk

MAIL TAX STATEMENTS TO:  
Exempt

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**EASEMENT**  
(ELECTRICAL)

APN: 6303-021-007

**DOCUMENTARY TRANSFER TAX IS NONE – NOT REQUIRED SEC. 11922  
REVENUE TAXATION CODE.**

FOR VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY  
ACKNOWLEDGED,

**GYC INVESTMENT, LLC, a California limited liability company (the “Grantor”)**

HEREBY GRANT(S) TO:

**City of Vernon, a municipal corporation (the “Grantee”)**

An easement for every purpose beneficial to the Vernon Public Utilities Department, including, but not limited to, the right to construct, lay, install, use, maintain, alter, add to, repair, replace, inspect and remove underground and overhead electric and other public utilities, consisting of pole, guys and anchors, crossarms, wires, cables, conduits, manholes, vaults, pull boxes, markers and other fixtures and appliances with the right of ingress and egress in, on, over, under, across and through that certain real property in the City of Vernon, County of Los Angeles, State of California, as described in Exhibit “A” attached hereto and incorporated herein by this reference, and as more particularly shown on the map attached hereto as Exhibit “B” and incorporated herein by this reference. This easement is on a portion of the property owned by the Grantor. The Grantee, and its employees shall have free access to said facilities and every part thereof, at all times, for the purpose of exercising the rights herein granted.

Date: 11-26-2019, 2019

**GYC INVESTMENT, LLC, a California limited liability company  
“Grantor”**

Gordon Chen, Owner  
\_\_\_\_\_  
Name, Title  
  
\_\_\_\_\_  
Signature



## ACKNOWLEDGMENT

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

State of California

County of Los Angeles

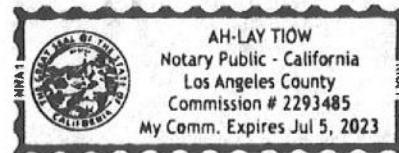
On 11-26-2019 before me, AH-LAY TIOW, NOTARY PUBLIC  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Ah Lay Tiow (Seal)



## Exhibit "A"

### LEGAL DESCRIPTION

#### EASEMENT FOR ELECTRICAL PURPOSES

THAT PORTION OF LOT 18 OF 500 ACRE TRACT IN THE CITY OF VERNON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA PER MAP FILED IN BOOK 3 PAGES 156 AND 157, OF MAPS, AND SHOWN AS THE LAND (LA FRUITLAND) IN RECORD OF SURVEY MAP FILED IN BOOK 302 PAGE 36, OF RECORD OF SURVEYS, AND DESCRIBED IN DOCUMENT TO LA FRUITLAND ASSOCIATION RECORDED AS INSTRUMENT NO. 20101129090, OF OFFICIAL RECORDS, ALL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID LA FRUITLAND; THENCE ALONG THE SOUTHERLY LINE OF LA FRUITLAND DUE WEST 17.00 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE

1. LEAVING SAID SOUTHERLY LINE AND PARALLEL WITH, MEASURED 17.00 FEET WESTERLY OF AND RIGHT ANGLES TO, THE EASTERLY LINE OF LA FRUITLAND NORTH 00°00'02" EAST 232.91 FEET; THENCE
2. LEAVING SAID PARALLEL LINE SOUTH 89°57'10" WEST 37.03 FEET; THENCE
3. SOUTH 00°02'50" EAST 16.00 FEET; THENCE
4. NORTH 89°57'10" EAST 22.00 FEET; THENCE
5. SOUTH 44°59'58" EAST 14.16 FEET TO A POINT ON A PARALLEL LINE LYING 22.00 FEET WESTERLY OF AND PARALLEL WITH, SAID EASTERLY LINE; THENCE
6. ALONG LAST SAID PARALLEL LINE SOUTH 00°00'02" WEST 206.88 FEET TO THE SOUTHERLY LINE OF LA FRUITLAND; THENCE
7. ALONG SAID SOUTHERLY LINE DUE EAST 5.00 FEET TO **THE POINT OF BEGINNING**.

CONTAINING 1,727 SQUARE FEET OR 0.040 ACRES, MORE OR LESS.

*Nantho*  
*11-25-19*





# EXHIBIT "B"

PAGE 1 OF 1

IN THE CITY OF VERNON, COUNTY OF LOS ANGELES

SCALE 1" = 60'  
DATE: 12-13-19  
W.O. 19-022

## LA JUNCTION RY

Parcel Line Table

Line #	Direction	Length
L1	S44° 59' 58"E	14.16'
L2	S89° 57' 10"W	22.00'
L3	N0° 02' 50"W	16.00'
L4	S89° 57' 10"W	37.03'

N89° 59' 21"E 309.49'  
PADMOUNT OVERALL CLEARANCE  
FOR 16' X 22' TRANSFORMER PAD  
PER CITY OF VERNON, ESR-003-1

DOC. #2010129090 O.R.  
LA FRUITLAND ASSOC.

3015 LEONIS BLVD, VERNON CA 90058  
APN 6303-021-007

RS-302-36

POR. LOT 18  
500 ACRE TRACT  
M.B. 3-156-157



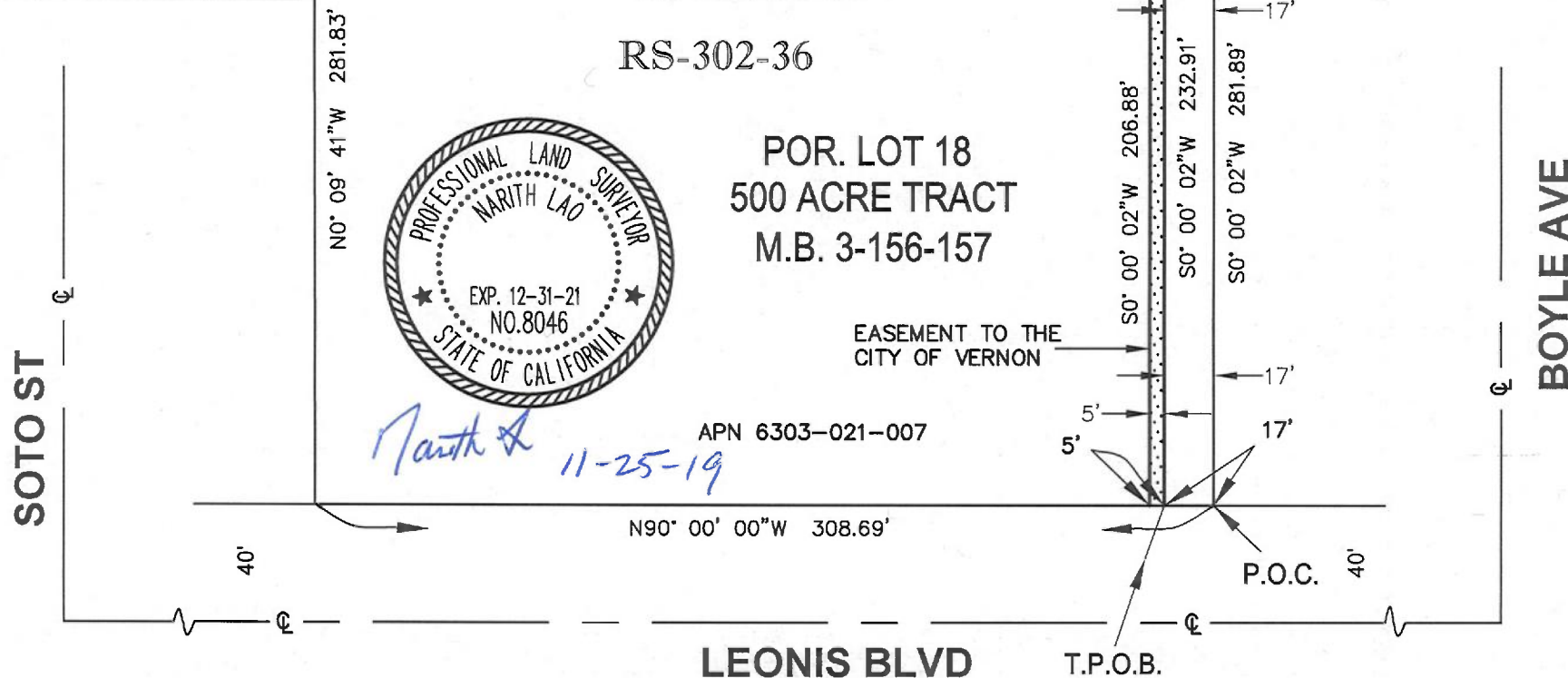
*Narith Lao*  
*11-25-19*

APN 6303-021-007

EASEMENT TO THE  
CITY OF VERNON

### LEGEND

- ELECTRICAL EASEMENT
- P.O.C. POINT OF COMMENCEMENT
- T.P.O.B. TRUE POINT OF BEGINNING



CERTIFICATE OF ACCEPTANCE  
**(California Government Code Section 27281)**

This is to certify that interests in real property conveyed to or created in favor of the City of Vernon by that certain Electrical Easement dated November 26, 2019, executed by GYC Investment, LLC, is hereby accepted by the undersigned officer on behalf of the City pursuant to the authority conferred by Minute Order by the City Council of the City on February 4, 2020 and the grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 2020

CITY OF VERNON

\_\_\_\_\_  
MELISSA YBARRA, Mayor

ATTEST:

\_\_\_\_\_  
LISA POPE, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Brian Byun,  
Senior Deputy City Attorney



# City Council Agenda Item Report

Agenda Item No. COV-32-2020

Submitted by: Brandon Gray

Submitting Department: Police Department

Meeting Date: February 4, 2020

## **SUBJECT**

Loan Vehicle Use Agreement with National Insurance Crime Bureau

## **Recommendation:**

A. Find that approval of the proposed action is exempt from California Environmental Quality Act ("CEQA") review, because it is a continuing administrative activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a "project" as defined by CEQA Guidelines section 15378; and

B. Approve and authorize the Police Chief to execute a vehicle use agreement with the National Insurance Crime Bureau (NICB) for continued participation in the loan vehicle program.

## **Background:**

The Vernon Police Department (VPD) aims to continue its participation in the loan vehicle program in partnership with the National Insurance Crime Bureau (NICB). The NICB loan vehicle program, specifically for law enforcement, provides pre-owned unmarked vehicles with relatively low mileage to assist law enforcement agencies in investigations related to insurance-related crime or fraud. The loan vehicle program was previously sponsored by the Inter-Insurance Exchange of the Automobile Club (AAA); however, the program was recently taken over by the NICB. There is no cost to participate in this program. There are no extended warranties or licensing agreements with this program. However, the VPD will be responsible for the annual vehicle registration cost as well as related auto insurance.

Authorizing the Chief of Police to execute the proposed Vehicle Use Agreement with NICB, will allow the VPD to continue to lease the 2012 Nissan Altima (VIN: 1N4AL2EPXCC260654) that has been assigned to the VPD fleet since 2014. The VPD will be responsible for all vehicle maintenance and operational needs for the one-year period. After the one year, the vehicle can either be returned or retained by extending the vehicle use agreement for an additional year.

The VPD plans to maintain the loan vehicle in the Detective Bureau fleet. The vehicle will be used for investigations related to insurance-related crime or fraud, and for surveillance purposes. The loan vehicle has relatively low miles and is in very good condition. Over the past five years, only regular maintenance has been conducted at relatively low costs.

City legal staff has reviewed and approved the agreement as to form.

## **Fiscal Impact:**

There is no fiscal impact associated with this report.

## **Attachments:**

1. [NICB Loan Vehicle Use Agreement](#)

## VEHICLE USE AGREEMENT

The National Insurance Crime Bureau ("NICB") does hereby lease to the Vernon Police Department (the "Agency") the vehicle described as:

YEAR: 2012  
MAKE: NISSAN  
MODEL: ALTIMA  
VIN: 1N4AL2EPXCC260654

This vehicle will be used by the Agency for the purpose of investigation of insurance-related crime and/or fraud.

This Agreement is subject to the following conditions:

1. The Agency leases from the NICB, the above-described vehicle for use in pursuit of its lawful purposes. The Agency shall accept said vehicle "as is" and shall re-title the vehicle in the name of the Agency prior to any use. The NICB shall retain remainder interest in said vehicle and that remainder interest shall take full force and effect on the 365th day after the effective date of this Agreement, or longer if the term is extended in writing. For the duration of the agreement, the Agency shall perform all routine and necessary maintenance and repairs on the vehicle.
2. In the event the vehicle is not re-titled in the name of the Agency within 90 days from the date last written below, the Agency shall immediately return said vehicle to the NICB.
3. The Agency warrants that it will not sell, convey, or in any way dispose of said vehicles in a manner which may impair the NICB's remainder interest. However, in the event that the above-described vehicle is stolen or in any way damaged while in the custody of the Agency, its agents or assigns, the Agency shall be liable for any repair or replacement costs.
4. The Agency does hereby release the NICB from all claims for property damage or bodily injury arising from the operation or maintenance of the vehicle described herein by an employee, agent or assign of the Agency during the term of this Agreement.
5. The Agency agrees and warrants that it shall provide insurance coverage (self-insured agency acceptable) for the above-described vehicle in the normal course of its business.
6. The Agency agrees to provide monthly reports to the NICB employee signing this Agreement setting forth statistical accomplishments attributed to the vehicle. These reports must include:
  - a. The number of times the vehicle was deployed,
  - b. The number of arrests, and the crimes charged, made due to the use of the vehicle,
  - c. The number of convictions obtained due to the use of the vehicle,
  - d. The current mileage and condition of the vehicle, and
  - e. The number of vehicle recoveries.

Failure to provide these reports is a material breach of this Agreement and upon written notice to Agency; the NICB may terminate this Agreement and require the return of the vehicle.

7. The effective date of this Agreement shall be the date the vehicle is delivered into the custody of the Agency.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 2nd day of October, 2019.

THE AGENCY

NATIONAL INSURANCE CRIME BUREAU

By: \_\_\_\_\_  
Name of Signer

By: Bob Don \_\_\_\_\_  
Name of Signer

Its: Title \_\_\_\_\_  
Title

Director - Field Operations  
West Region  
Its: Title \_\_\_\_\_  
Title

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

Date: Date 10/2/2019 \_\_\_\_\_

VIN: 1N4AL2EPXCC260654

NICB FILE #: C1919700021

# City Council Agenda Item Report

Agenda Item No. COV-37-2020

Submitted by: Joanna Moreno

Submitting Department: Public Utilities

Meeting Date: February 4, 2020

## SUBJECT

Process of Appointment of Directors to the Central Basin Municipal Water District's Board of Directors

## Recommendation:

A. Find that approval of the proposed action is exempt from California Environmental Quality Act (CEQA) review because it is an administrative activity that will not result in direct or indirect physical changes in the environment and, therefore, does not constitute a "project" as defined by CEQA Guidelines § 15378;

B. Adopt a resolution authorizing the City of Vernon's participation in the process of appointment of Directors to the Central Basin Municipal Water District's Board of Directors; and

C. Ratify the City Administrator's nomination of Noe Negrete, Director of Public Works and City Engineer for the City of Santa Fe Springs, to serve as a Director representing large purveyors on the Central Basin Municipal Water District's Board.

## Background:

In September 2016, Assembly Bill (AB) 1794 was passed adding three appointed Directors to the Central Basin Municipal Water District (CBMWD) governance board. Prior to passage of the bill the board consisted of five elected officials. The bill was enacted to increase transparency and make the water purveyors of the CBMWD district a more integral part of the decision-making process. The prospective candidates are nominated by the agency they represent or by another qualifying agency. Ballots are cast to select the appointed board members and the winning candidate is sworn in as a board member entitled to all privileges granted by the State Water Code and policies of the Central Basin Municipal Water District Legislative Code.

The three appointed positions are selected from three categories of purveyors:

- Larger Water Users (one vote each)
- Cities (one vote each)
- At Large Water Users (weighted vote based on number of water connections)

Frank Heldman, of Liberty Utilities, was sworn into office in early 2019 as the Director appointed by large water users. Effective November 25, 2019, Frank Heldman submitted his resignation from this position as Director on the CBMWD Board of Directors ("Board"). As such, there is a vacancy with a remaining term of office. The large water users are currently: Golden State Water Co., Liberty Utilities, City of Santa Fe Springs, California Water Services Co., and City of Vernon ("Big 5"). The Big 5 recently met to discuss the existing vacancy and the importance of nominating a candidate within the legislated nomination period. With a deadline of February 3, 2020 approaching, on January 17, 2020, City Administrator Fandino nominated Noe Negrete, City of Santa Fe Springs Public Works Director, to serve as large-water-user-appointed Director on CBMWD's Board. Staff is requesting ratification of this nomination by the City Administrator, as it deviated from the authority granted by Resolution No. 2016-69, which limited the City's nomination and vote strictly to City employees. Each of the other Big 5 agencies also nominated Mr. Negrete. Although a Vernon Employee or representative was not available



to serve on the Board at this time, there is a high probability that the City of Vernon, as one of the Big 5, will someday be nominated to fill one of the appointed director seats.

The proposed resolution will repeal Resolution No. 2016-69, clarifying that the City can nominate and vote for qualified candidates for appointment to CBMWD's Board of Directors per guidelines specified in AB 1794. Moreover, on July 30, 2019, AB 591 was approved by the Governor of the State of California, which provides clarification to the AB 1794 qualification requirements, defining the term "representative" as a consultant to or contractor of an entity, or a governing board member of a mutual water company. In order to qualify, a nominee would have to be employed by, or be a representative of, a qualifying entity. AB 591 is included in the proposed amended resolution.

**Fiscal Impact:**

There is no fiscal impact associated with this report.

**Attachments:**

- [1. Resolution - Appointment of Directors to the CBMWD Board](#)

## **RESOLUTION NO.**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON AUTHORIZING THE CITY OF VERNON'S PARTICIPATION IN THE PROCESS OF APPOINTMENT OF DIRECTORS TO THE CENTRAL BASIN MUNICIPAL WATER DISTRICTS BOARD OF DIRECTORS AND REPEALING ALL RESOLUTIONS IN CONFLICT THEREWITH

WHEREAS, the City of Vernon (the "City"), is a municipal corporation and a chartered city of the State of California organized and existing under its Charter and the Constitution of the State of California; and

WHEREAS, in 2015, the State Auditor published a report identifying widespread mismanagement of the Central Basin Municipal Water District ("CBMWD") and called for more than thirty recommendations to reform the Central Basin Municipal Water District; and

WHEREAS, in response to the State Auditor's findings and recommendations, and in order to overhaul operation of the CBMWD, Senate Bill 953 ("SB 953") and Assembly Bill 1794 ("AB 1794") were signed into law on September 21, 2016; and

WHEREAS, AB 1794 required that in 2017 the number of CBMWD's Board of Directors members be increased from five to eight, with five publicly elected members and three members appointed by the water purveyors in the CBMWD service area; and

WHEREAS, AB 1794 requires that by November 8, 2022, a re-districting of the CBMWD by reducing the number of districts from five to four and the number of Board Directors from eight to seven with four publicly elected members and three members appointed by the water purveyors in the CBMWD service area; and

WHEREAS, Assembly Bill 591 ("AB 591") was signed into law on July 30, 2019; and

WHEREAS, AB 591 provides clarification to the AB 1794 qualification requirements, defining the term "representative" as a consultant to or contractor of an entity, or a governing board member of a mutual water company; and

WHEREAS, AB 591 requires a consultant to or contractor of an entity, in order to be eligible for nomination as a director, to have commenced services to that entity at least one year prior to nomination; and

WHEREAS, AB 591 and AB 1794 require that a nominee be employed by or a representative of a qualifying entity; and

WHEREAS, as a water purveyor in the service area of the CBMWD, the City is entitled to participate in the process of appointment of board directors to the CBMWD Board of Directors; and

WHEREAS, by memorandum dated February 4, 2020, the Public Utilities Department has recommended the City's participation in the process of appointment of directors to the CBMWD's Board of Directors; and

WHEREAS, the City Council of the City of Vernon desires to authorize the City's participation in the process of appointment of directors to the CBMWD's Board of Directors.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VERNON AS FOLLOWS:

SECTION 1: The City Council of the City of Vernon hereby finds and determines that the above recitals are true and correct.

SECTION 2: The City Council of the City of Vernon finds that this action is exempt from California Environmental Quality Act

("CEQA") review, because it is an administrative activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a "project" as defined by CEQA Guidelines section 15378.

SECTION 3: The City Council of the City of Vernon hereby authorizes the City of Vernon's participation in the process of appointment of qualified individuals with relevant technical expertise representing the water purveyors in the service area of the Central Basin Municipal Water District to the Board of Directors of the Central Basin Municipal Water District per guidelines specified in Assembly Bill 1794 and Assembly Bill 591.

SECTION 4: The City Council of the City of Vernon hereby authorizes the City Administrator, or the City Administrator's designee, to nominate and vote for a qualified candidate for appointment to the Board of Directors of the Central Basin Municipal Water District.

SECTION 5: All resolutions or parts of resolutions, specifically Resolution No. 2016-69, not consistent with or in conflict with this resolution are hereby repealed.

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SECTION 6: The City Clerk of the City of Vernon shall certify to the passage, approval and adoption of this resolution, and the City Clerk of the City of Vernon shall cause this resolution and the City Clerk's certification to be entered in the File of Resolutions of the Council of this City.

APPROVED AND ADOPTED this 4<sup>th</sup> day of February, 2020.

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: Mayor / Mayor Pro-Tem

ATTEST:

\_\_\_\_\_  
Lisa Pope, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Zaynah Moussa,  
Senior Deputy City Attorney

STATE OF CALIFORNIA            )  
  ) ss  
COUNTY OF LOS ANGELES        )

I, Lisa Pope, City Clerk of the City of Vernon, do hereby certify that the foregoing Resolution, being Resolution No. \_\_\_\_\_, was duly passed, approved and adopted by the City Council of the City of Vernon at a regular meeting of the City Council duly held on Tuesday, February 4, 2020, and thereafter was duly signed by the Mayor or Mayor Pro-Tem of the City of Vernon.

Executed this \_\_\_\_\_ day of February, 2020, at Vernon, California.

\_\_\_\_\_  
Lisa Pope, City Clerk

(SEAL)

# City Council Agenda Item Report

Agenda Item No. COV-41-2020  
Submitted by: Lisa Umeda  
Submitting Department: Public Utilities  
Meeting Date: February 4, 2020

## **SUBJECT**

Quitclaim Deeds for Easements with Renewable Resources Group

## **Recommendation:**

- A. Find that approval of the proposed action is exempt from California Environmental Quality Act ("CEQA") review, because it is an administrative activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a "project" as defined by CEQA Guidelines section 15378; and
- B. Approve and authorize the Mayor to execute the Quitclaim Deeds with Renewable Resources Group ("RRG"), to release the encumbrance of easements and quitclaims to ReNu Resources LLC all right, title, and interest that the City of Vernon has or may have in the Easement Property and Easement as defined in the Quitclaim Deeds.

## **Background:**

On November 19, 2019, RRG approached the City Attorney's Office with a request to release three (3) particular easements on parcels of land owned by RRG in Kern County (together, the "Easements"). RRG is in the process of selling those parcels and, to facilitate the sale, requested release of the Easements to remove the encumbrances from title. The subject parcels are located to the west of land owned by the City and which the City purchased in 2008 for purposes of developing wind energy resources (see attached map – RRG parcels on which City has easements in green; City parcels in blue). Two of the subject easements are transmission easements; the third is an access easement.

After discussing and analyzing the request with VPU, outside consultants, and outside counsel, it was determined that none of the Easements have any value or use to the City and that cooperation with RRG here would have more long-term strategic value than exacting any quid pro quo for release of the Easements.

The proposed quitclaim deeds have been reviewed by the City Attorney and approved as to form.

## **Fiscal Impact:**

There is no fiscal impact associated with this report.

## **Attachments:**

1. [GIS Parcel Map](#)
2. [Quitclaims - Vernon Transmission Easements](#)

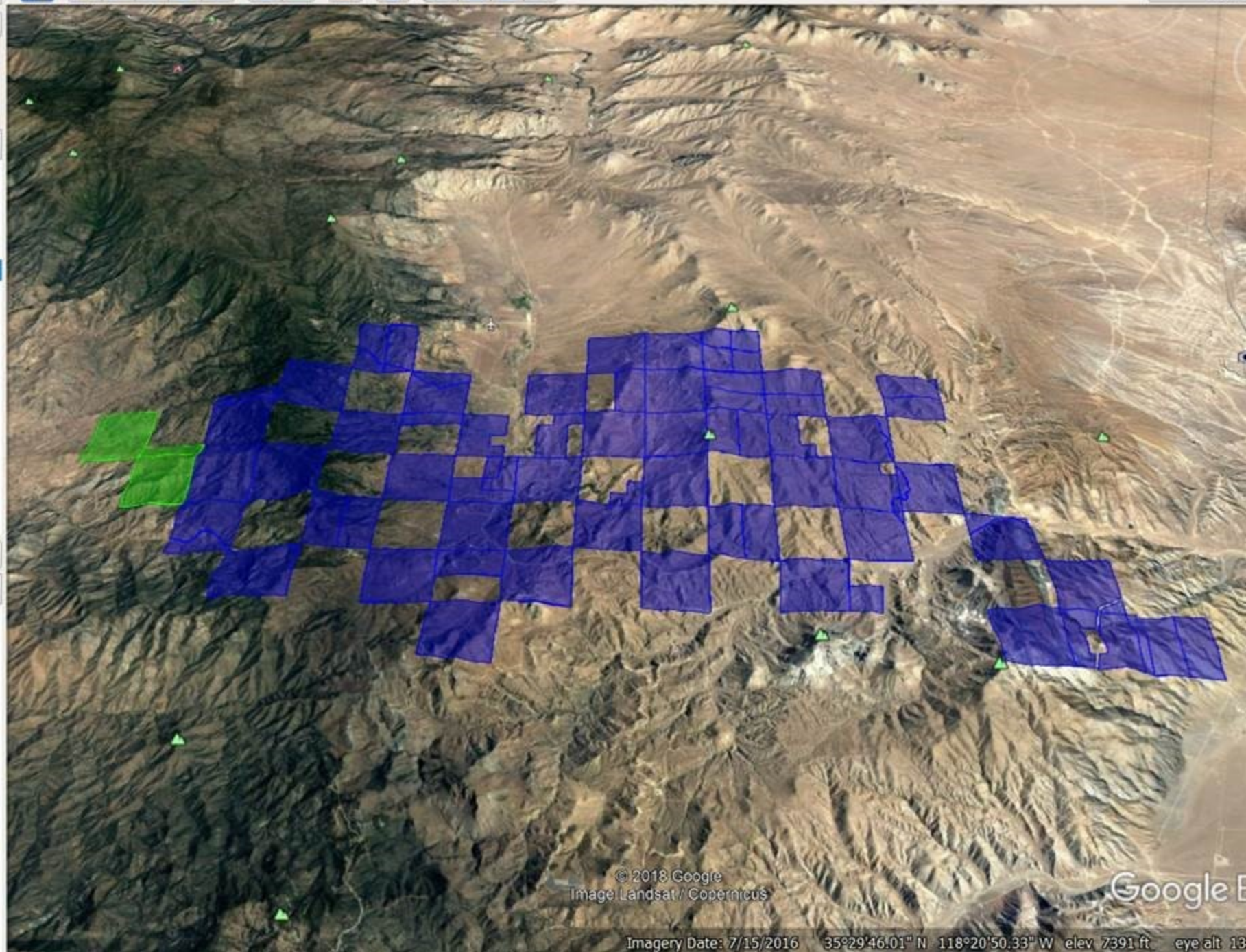


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Imagery Date: 7/15/2016 35°29'46.01" N 118°20'50.33" W elev 7391 ft eye alt 13



Recording Requested by and when  
recorded mail to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned hereby declare: Documentary Transfer Tax is NONE.  
Consideration and value less than \$100.

### **QUITCLAIM DEED**

WHEREAS, on or about October 16, 2008, ReNu Resources LLC, a Delaware limited liability company granted to the City of Vernon, a California chartered city, a Transmission Easement which was recorded on October 17, 2008 as Document No. 0208165193, Official Records of Kern County, California, said Transmission Easement was amended by that certain First Amendment to Transmission Easement dated October 12, 2009, recorded on October 23, 2009 as Document No. 0209157867, Official Records of Kern County, California, and was further amended by the Amended and Restated Transmission Easement Agreement dated January 14, 2011, recorded on March 16, 2011 as Document No. 0211034178, Official Records of Kern County, California (collectively, the "Transmission Easement").

WHEREAS, the Transmission Easement has terminated.

NOW, THEREFORE, FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the City of Vernon, a California chartered city, does hereby release the encumbrance of the Transmission Easement and quitclaims, releases and remises to ReNu Resources LLC, a Delaware limited liability company all right, title, and interest that the City of Vernon, a California chartered city, has or may have in or to the Easement Property and Easement (both as defined in the Transmission Easement).

***The Balance of this Page is Intentionally Left Blank  
Signatures Contained on Following Page***

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

CITY OF VERNON,  
a California chartered city

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## ACKNOWLEDGMENT

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

State of California )  
 ) ss.  
County of \_\_\_\_\_)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**(Seal)**

Recording Requested by and when  
recorded mail to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned hereby declare: Documentary Transfer Tax is NONE.  
Consideration and value less than \$100.

### **QUITCLAIM DEED**

WHEREAS, on or about October 16, 2008, ReNu Resources LLC, a Delaware limited liability company granted to the City of Vernon, a California chartered city, a Transmission Easement which was recorded on October 17, 2008 as Document No. 0208165194, Official Records of Kern County, California (the "Transmission Easement").

WHEREAS, the Transmission Easement has terminated.

NOW, THEREFORE, FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the City of Vernon, a California chartered city, does hereby release the encumbrance of the Transmission Easement, as amended, and quitclaims, releases and remises to ReNu Resources LLC, a Delaware limited liability company all right, title, and interest that the City of Vernon, a California chartered city, has or may have in or to the Transmission Easement Area (as defined in the Transmission Easement).

***The Balance of this Page is Intentionally Left Blank  
Signatures Contained on Following Page***



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

CITY OF VERNON,  
a California chartered city

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## ACKNOWLEDGMENT

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

State of California )  
 ) ss.  
County of \_\_\_\_\_)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**(Seal)**

Recording Requested by and when  
recorded mail to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned hereby declare: Documentary Transfer Tax is NONE.  
Consideration and value less than \$100.

### **QUITCLAIM DEED**

WHEREAS, on or about October 16, 2008, ReNu Resources LLC, a Delaware limited liability company ("ReNu") granted to the City of Vernon, a California chartered city, an Access Easement and License Agreement which was recorded on October 17, 2008 as Document No. 0208165195, Official Records of Kern County, California (the "Original Agreement"). Said Original Agreement was amended by an Amended and Restated Access Easement and License Agreement dated January 14, 2011 which was recorded on March 16, 2011 as Document No. 0211034177, Official Records of Kern County, California and further amended by the Amended and Restated Transmission Easement Agreement dated January 14, 2011 which was recorded on March 16, 2011 as Document No. 0211034178, Official Records of Kern County, California (the Original Agreement, as amended, the "Agreement").

WHEREAS, the Agreement has terminated.

NOW, THEREFORE, FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the City of Vernon, a California chartered city, does hereby release the encumbrance of the Agreement, and quitclaims, releases and remises to ReNu Resources LLC, a Delaware limited liability company all right, title, and interest that the City of Vernon, a California chartered city, has or may have in or to the Easement Property, Easements, and Specific Easement Route (all as defined in the Agreement).

***The Balance of this Page is Intentionally Left Blank  
Signatures Contained on Following Page***

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

CITY OF VERNON,  
a California chartered city

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



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

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

WITNESS my hand and official seal.

**(Seal)**

# City Council Agenda Item Report

Agenda Item No. COV-549-2019

Submitted by: Diana Figueroa

Submitting Department: City Administration

Meeting Date: February 4, 2020

## **SUBJECT**

Services Agreement with Southeast Rio Vista Family YMCA (a branch of the YMCA of Metropolitan Los Angeles) for Community Based Wellness Programming for the City of Vernon

## **Recommendation:**

A. Find that approval of the Services Agreement with YMCA Metropolitan Los Angeles/Southeast-Rio Vista Family YMCA is exempt from California Environmental Quality Act ("CEQA") review, because it is an administrative action that will not result in direct or indirect physical changes in the environment and, therefore, does not constitute a "project" as defined by CEQA Guidelines section 15378; and  
B. Approve and authorize the City Administrator to execute the Services Agreement with the YMCA Metropolitan Los Angeles/Southeast-Rio Vista Family YMCA ("YMCA"), in substantially the same form as submitted, for a one-year term in an amount not-to-exceed \$153,519, for community based wellness programming for the City of Vernon.

## **Background:**

In an effort to make available, to its residential and daytime business population, social and recreational enrichment programs that are generally offered in traditional-type cities, the City of Vernon is recommending the approval of an agreement that establishes a partnership with YMCA Metropolitan Los Angeles/Southeast-Rio Vista Family YMCA ("YMCA"). Benefits yielded through the selection of YMCA as a strategic partner include the proximity of their Maywood facility (Rio Vista) – just 3.7 miles from City Hall – which is well within reach of Vernon, their existing partnership and proven reputation with the City as a Vernon CommUNITY Fund grantee, and their ability to offer programming that is suitable for all ages. Additionally, there are six households in Vernon that are currently members of the YMCA.

In accordance with the City's Purchasing Ordinance, a Request for Proposals ("RFP") for City of Vernon Community Based Wellness Programming was issued on December 19, 2019 to solicit responses from organizations that offer the type of services desired by the City. The RFP documentation was posted on the City's website and was distributed directly to a total of fourteen (14) organizations. As of the January 9, 2020 due date for responses, one (1) proposal was submitted. Upon thorough review of the sole proposal received from YMCA, it was deemed to be responsive and responsible. Staff is recommending that YMCA be awarded a Services Agreement in order to effectuate well-rounded, thoughtful, customized wellness programs for Vernon.

Highlights of the City's proposed Services Agreement with the YMCA are summarized below:

\*YMCA agrees to assist in coordinating the usage of facilities in Vernon for convenient access to wellness programming

\*Two classes per week (a variety of activities) offered at City designated facilities

\*Family memberships for all Vernon resident households who elect to join the YMCA will be subsidized by the City (reimbursement based payment structure)

\*Access to recreational sports programs for all Vernon youth residents with enrollment to be subsidized by the City (reimbursement based payment structure)

\*YMCA will provide an annual report to detail total outcomes and participant feedback

\*YMCA will participate in promoting programming and recruitment efforts as coordinated by the City

Because this type of service is new to the City, the agreement is being proposed for a one-year term only. City leadership may revisit the agreement and its offerings at the conclusion of the one-year term to make necessary modifications based upon level of participation, positive feedback from the community (or otherwise), and overall value.

City staff is optimistic that the proposed partnership with the YMCA will tend to specific needs of Vernon while leveraging the expertise and experience of a well established non-profit organization. The proposed Services Agreement with YMCA has been reviewed and approved as to form by the City Attorney's Office.

**Fiscal Impact:**

The proposed Services Agreement with YMCA will be for a one-year term, in an amount not-to-exceed \$153,519. This expenditure has been included in the Community Development Fund budget for fiscal year 2019/2020.

**Attachments:**

1. [Services Agreement with YMCA of Metropolitan Los Angeles](#)

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND YMCA OF  
METROPOLITAN LOS ANGELES FOR COMMUNITY-BASED WELLNESS  
PROGRAMMING FOR THE CITY OF VERNON

COVER PAGE

Contractor:	YMCA of Metropolitan Los Angeles
Responsible Principal of Contractor:	Victor Dominguez, Executive Vice President & Chief Strategy Officer
Notice Information - Contractor:	YMCA of Metropolitan Los Angeles 625 S. New Hampshire Ave. Los Angeles, CA 90005 Attention: Victor Dominguez, Executive Vice President & Chief Strategy Officer Phone: (213) 351-2282 Email: VictorDominguez@ymcaLA.org
Notice Information - City:	City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058 Attention: Carlos Fandino, Jr., City Administrator Telephone: (323) 583-8811 ext. 228 Email: CFandino@ci.vernon.ca.us
Commencement Date:	February 4, 2020
Termination Date:	February 3, 2021
Consideration:	Total not to exceed \$153,519.00 (includes all applicable sales tax); and more particularly described in Exhibit C
Records Retention Period	Three (3) years, pursuant to Section 11.20



SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND YMCA OF  
METROPOLITAN LOS ANGELES FOR COMMUNITY-BASED WELLNESS PROGRAMMING  
FOR THE CITY OF VERNON

This Contract is made between the City of Vernon ("City"), a California charter City and California municipal corporation ("City"), and YMCA of Metropolitan Los Angeles, a nonprofit organization ("Contractor").

The City and Contractor agree as follows:

1.0 EMPLOYMENT OF CONTRACTOR. City agrees to engage Contractor to perform the services as hereinafter set forth as authorized by the City Council on February 4, 2020.

2.0 SCOPE OF SERVICES.

2.1 Contractor shall perform all work necessary to complete the services set forth in the Request for Proposals issued on December 19, 2019, Exhibit "A", and Contractor's proposal to the City ("Proposal") dated January 6, 2020, Exhibit "B", both of which are attached to and incorporated into this Contract, by reference.

2.2 All services shall be performed to the satisfaction of City.

2.3 All services shall be performed in a competent, professional, and satisfactory manner in accordance with the prevailing industry standards for such services.

3.0 PERSONNEL.

3.1 Contractor represents that it employs, or will employ, at its own expense, all personnel required to perform the services under this Contract.

3.2 Contractor shall not subcontract any services to be performed by it under this Contract without prior written approval of City.

3.3 All of the services required hereunder will be performed by Contractor or by City-approved subcontractors. Contractor, and all personnel engaged in the work, shall be fully qualified and authorized or permitted under State and local law to perform such services and shall be subject to approval by the City.

4.0 TERM. The term of this Contract shall commence on February 4, 2020, and it shall continue until February 3, 2021, unless terminated at an earlier date pursuant to the provisions thereof.

5.0 COMPENSATION AND FEES.

5.1 Contractor has established rates for the City of Vernon which are comparable to and do not exceed the best rates offered to other governmental entities in and around Los Angeles County for the same services. For satisfactory and timely performance of the services, the City will pay Contractor in accordance with the payment schedule set forth in Exhibit "C" attached hereto and incorporated herein by reference.

5.2 Contractor's grand total compensation for the entire term of this Contract, shall not exceed \$153,519.00 without the prior authorization of the City, as appropriate, and written amendment of this Contract.

5.3 Contractor shall, at its sole cost and expense, furnish all necessary and incidental labor, material, supplies, facilities, equipment, and transportation which may be required for furnishing services pursuant to this Contract. Materials shall be of the highest quality. The above Contract fee shall include all staff time and all clerical, administrative, overhead, insurance, reproduction, telephone, air travel, auto rental, subsistence, and all related costs and expenses.

5.4 City shall reimburse Contractor only for those costs or expenses specifically approved in this Agreement, or specifically approved in writing in advance by City. Unless otherwise approved, such costs shall be limited and include nothing more than the following costs incurred by Contractor:

5.4.1 The actual costs of subcontractors for performance of any of the services that Contractor agrees to render pursuant to this Agreement, which have been approved in advance by City and awarded in accordance with this Agreement.

5.4.2 Approved reproduction charges.

5.4.3 Actual costs and/or other costs and/or payments specifically authorized in advance in writing and incurred by Contractor in the performance of this Agreement.

5.5 Contractor shall not receive any compensation for extra work performed without the prior written authorization of City. As used herein, "extra work" means any work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Compensation for any authorized extra work shall be paid in accordance with the payment schedule as set forth in Exhibit "C," if the extra work has been approved by the City.

5.6 Licenses, Permits, Fees, and Assessments. Contractor shall obtain, at Contractor's sole cost and expense, such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for the performance of the Services by this Agreement.

6.0 PAYMENT.

6.1 As scheduled services are completed, Contractor shall submit to the City an invoice for the services completed, authorized expenses, and authorized extra work actually performed or incurred according to said schedule.

6.2 Each such invoice shall state the basis for the amount invoiced, including a detailed description of the services completed, the number of hours spent, reimbursable expenses incurred and any extra work performed.

6.3 Contractor shall also submit a progress report with each invoice that describes in reasonable detail the services and the extra work, if any, performed in the immediately preceding calendar month.

6.4 Contractor understands and agrees that invoices which lack sufficient detail to measure performance will be returned and not processed for payment.

6.5 City will pay Contractor the amount invoiced within thirty (30) days after the City approves the invoice.

6.6 Payment of such invoices shall be payment in full for all services, authorized costs, and authorized extra work covered by that invoice.

7.0 CITY'S RESPONSIBILITY. City shall cooperate with Contractor as may be reasonably necessary for Contractor to perform its services; and will give any required decisions as promptly as practicable so as to avoid unreasonable delay in the progress of Contractor's services.

8.0 COORDINATION OF SERVICES. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants, and other staff at all reasonable times.

9.0 INDEMNITY. Contractor agrees to indemnify City, its officers, elected officials, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities"), including but not limited to professional negligence, that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the acts or omissions of Contractor hereunder, or arising from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the gross negligence or willful misconduct of City, its officers, elected officials, agents or employees.

10.0 INSURANCE.

Contractor shall, at its own expense, procure and maintain policies of insurance of the types and in the amounts set forth below, for the duration of the Contract, including any



extensions thereto. The policies shall state that they afford primary coverage.

i. Automobile Liability with minimum limits of at least \$1,000,000 combined single limit, including owned, hired, and non-owned liability coverage.

ii. Contractor agrees to subrogate automobile liability resulting from performance under this agreement by agreeing to defend, indemnify and hold harmless, the City, and its respective employees, agents, and City Council from and against all claims, liabilities, suits, losses, damages, injuries and expenses, including all costs and reasonable attorney's fees ("Claims"), which are attributable to any act or omission by the City under the performance of the services.

iii. General Liability with minimum limits of at least \$5,000,000 per occurrence and \$10,000,000 aggregate written on the latest Insurance Services Office (ISO) Comprehensive General Liability "occurrence" form or its equivalent for coverage on an occurrence basis. Premises/Operations, Personal Injury and Sexual Misconduct coverage is required. The City of Vernon, its directors, commissioners, officers, employees, agents, and volunteers must be endorsed on the policy as primary additional insureds and non-contributory as respects liability arising out of the Contractor's performance of this Contract.

(1) If Contractor employs other contractors as part of the services rendered, Contractor's Protective Coverage is required. Contractor may include all subcontractors as insureds under its own policy or shall furnish separate insurance for each subcontractor, meeting the requirements set forth herein.

(2) Contractor agrees to subrogate General Liability resulting from performance under this agreement by agreeing to defend, indemnify and hold harmless, the City, and its respective employees, agents, and City Council from and against all claims, liabilities, suits, losses, damages, injuries and expenses, including all costs and reasonable attorney's fees ("Claims"), which are attributable to any act or omission by the City under

the performance of the services.

iv. Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. In addition, Contractor shall require each subcontractor to similarly maintain workers' compensation insurance in accordance with the laws for California for all of the subcontractor's employees. Compliance is accomplished in one of the following manners:

- (1) Provide copy of permissive self-insurance certificate approved by the State of California; or
- (2) Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of \$1,000,000 per accident. The policy shall be endorsed to waive all rights of subrogation against City, its directors, commissioners, officers, employees, and volunteers for losses arising from performance of this Contract; or
- (3) Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

v. Each insurance policy included in this clause shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days' prior written notice to City.

vi. Insurance shall be placed with insurers with a Best's rating of no less than A-VIII.

vii. Prior to commencement of performance, Contractor shall furnish City with a certificate of insurance for each policy. Each certificate is to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) must be in a form approved by City. City may require complete, certified copies of any or all policies at any time.

viii. Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Contractor shall immediately notify City and cease all performance under this Contract until further directed by the City. In the absence of satisfactory

insurance coverage, City may, at its option: (a) procure insurance with collection rights for premiums, attorney's fees and costs against Contractor by way of set-off or recoupment from sums due to Contractor, at City's option; (b) immediately terminate this Contract and seek damages from the Contract resulting from said breach; or (c) self-insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorney's fees and costs, being collectible from Contractor, by way of set-off or recoupment from any sums due to Contractor. 11.0 GENERAL TERMS AND CONDITIONS.

11.1 INDEPENDENT CONTRACTOR.

11.1.1 It is understood that in the performance of the services herein provided for, Contractor shall be, and is, an independent contractor, and is not an agent, officer or employee of City and shall furnish such services in its own manner and method except as required by this Contract, or any applicable statute, rule, or regulation. Further, Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Contractor in the performance of the services hereunder. City assumes no liability for Contractor's actions and performance, nor assumes responsibility for taxes, bonds, payments, or other commitments, implied or explicit, by or for Contractor. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its employees, subcontractors and independent contractors, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

11.1.2 Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of the City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

11.2 CONTRACTOR NOT AGENT. Except as the City may authorize

in writing, Contractor and its subcontractors shall have no authority, express or implied, to act on behalf of or bind the City in any capacity whatsoever as agents or otherwise.

11.3 OWNERSHIP OF WORK. All documents and materials furnished by the City to Contractor shall remain the property of the City and shall be returned to the City upon termination of this Agreement. All reports, drawings, plans, specifications, computer tapes, floppy disks and printouts, studies, memoranda, computation sheets, and other documents prepared by Contractor in furtherance of the work shall be the sole property of City and shall be delivered to City whenever requested at no additional cost to the City. Contractor shall keep such documents and materials on file and available for audit by the City for at least three (3) years after completion or earlier termination of this Contract. Contractor may make duplicate copies of such materials and documents for its own files or for such other purposes as may be authorized in writing by the City.

11.4 CORRECTION OF WORK. Contractor shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, goods, services and other work, without additional cost to the City. The performance or acceptance of services furnished by Contractor shall not relieve the Contractor from the obligation to correct subsequently discovered defects, inaccuracy, or incompleteness.

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

11.6 WAIVER. The City's waiver of any term, condition, breach, or default of this Contract shall not be considered to be a waiver of any other term, condition, default or



breach, nor of a subsequent breach of the one waived. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

11.7 SUCCESSORS. This Contract shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs, successors, and/or assigns.

11.8 NO ASSIGNMENT. Contractor shall not assign or transfer this Contract or any rights hereunder without the prior written consent of the City and approval by the City Attorney, which may be withheld in the City's sole discretion. Any unauthorized assignment or transfer shall be null and void and shall constitute a material breach by the Contractor of its obligations under this Contract. No assignment shall release the original parties from their obligations or otherwise constitute a novation.

11.9 COMPLIANCE WITH LAWS. Contractor shall comply with all Federal, State, County and City laws, ordinances, rules and regulations, which are, as amended from time to time, incorporated herein and applicable to the performance hereof, including but without limitation, the Vernon Living Wage Ordinance. Violation of any law material to performance of this Contract shall entitle the City to terminate the Contract and otherwise pursue its remedies. Further, if the Contractor performs any work knowing it to be contrary to such laws, rules, and regulations Contractor shall be solely responsible for all costs arising therefrom.

11.10 ATTORNEY'S FEES. If any action at law or in equity is brought to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

11.11 INTERPRETATION.

11.11.1 Applicable Law. This Contract shall be deemed a contract and shall be governed by and construed in accordance with the laws of the State of California.

Contractor agrees that the State and Federal courts which sit in the State of California shall have exclusive jurisdiction over all controversies and disputes arising hereunder, and submits to the jurisdiction thereof.

11.11.2 Entire Agreement. This Contract, including any exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation, and agreements (written or oral).

11.11.3 Written Amendment. This Contract may only be changed by written amendment signed by Contractor and the City Administrator or other authorized representative of the City, subject to any requisite authorization by the City Council. Any oral representations or modifications concerning this Contract shall be of no force or effect.

11.11.4 Severability. If any provision in this Contract is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Contract, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Contract.

11.11.5 Order of Precedence. In case of conflict between the terms of this Contract and the terms contained in any document attached as an Exhibit or otherwise incorporated by reference, the terms of this Contract shall strictly prevail. The terms of the City's Request for Proposals shall control over the Contractor's Proposal.

11.11.6 Duplicate Originals. There shall be two (2) fully signed copies of this Contract, each of which shall be deemed an original.

11.11.7 Construction. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no

presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

11.12 TIME OF ESSENCE. Time is strictly of the essence of this contract and each and every covenant, term, and provision hereof.

11.13 AUTHORITY OF CONTRACTOR. The Contractor hereby represents and warrants to the City that the Contractor has the right, power, legal capacity, and authority to enter into and perform its obligations under this Contract, and its execution of this Contract has been duly authorized.

11.14 ARBITRATION OF DISPUTES. Any dispute for under \$25,000 arising out of or relating to the negotiation, construction, performance, non-performance, breach, or any other aspect of this Contract, shall be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association at Los Angeles, California and judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. The City does not waive its right to object to the timeliness or sufficiency of any claim filed or required to be filed against the City and reserves the right to conduct full discovery.

11.15 NOTICES. Any notice or demand to be given by one party to the other must be given in writing and by personal delivery or prepaid first-class, registered or certified mail, addressed as follows. Notice simply to the City of Vernon or any other City department is not adequate notice.

If to the City:

City of Vernon  
Attention: Carlos Fandino, Jr., City Administrator  
4305 Santa Fe Avenue  
Vernon, CA 90058

If to the Contractor:

YMCA of Metropolitan Los Angeles  
Attention: Victor Dominguez, Executive Vice President & Chief Strategy Officer  
625 S. New Hampshire Ave.  
Los Angeles, CA 90005

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or, if mailed, upon receipt, or upon expiration of three (3) business days from the date of posting, whichever is earlier. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party.

11.16 NO THIRD PARTY RIGHTS. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right or remedy in, under, or to this Agreement.

11.17 TERMINATION FOR CONVENIENCE (Without Cause). City may terminate this Contract in whole or in part at any time, for any cause or without cause, upon fifteen (15) calendar days' written notice to Contractor. If the Contract is thus terminated by City for reasons other than Contractor's failure to perform its obligations, City shall pay Contractor a prorated amount based on the services satisfactorily completed and accepted prior to the effective date of termination. Such payment shall be Contractor's exclusive remedy for termination without cause.

11.18 DEFAULT. In the event either party materially defaults in its obligations hereunder, the other party may declare a default and terminate this Contract by written notice to the defaulting party. The notice shall specify the basis for the default. The Contract shall terminate unless such default is cured before the effective date of termination stated in such notice, which date shall be no sooner than ten (10) days after the date of the notice. In case of default by Contractor, the City reserves the right to procure the goods or services from other sources and to hold the Contractor responsible for any excess costs occasioned to the City thereby. Contractor shall not be held accountable for additional costs incurred due to delay or default as a result of Force Majeure. Contractor must notify the City immediately upon knowing that non-performance or delay will apply to this Contract as a result of Force Majeure. At that time Contractor is to submit in writing a Recovery Plan for this Contract. If the Recovery Plan is not acceptable to the City or not received within 10 days of the necessary notification of Force



Majeure default, then the city may cancel this order in its entirety at no cost to the City, owing only for goods and services completed to that point.

11.19 TERMINATION FOR CAUSE. Termination for cause shall relieve the terminating party of further liability or responsibility under this Contract, including the payment of money, except for payment for services satisfactorily and timely performed prior to the service of the notice of termination, and except for reimbursement of (1) any payments made by the City for service not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by the City in obtaining substitute performance. If this Agreement is terminated as provided herein, City may require, at no additional cost to City, that Contractor provide all finished or unfinished documents, data, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

11.19.1 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

11.20 MAINTENANCE AND INSPECTION OF RECORDS.

The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Contractor's records to the extent the City deems necessary to insure it is receiving all money to which it is entitled under the Contract and/or is paying only the amounts to which Contractor is properly entitled under the Contract or for other purposes relating to the Contract.

The Contractor shall maintain and preserve all such records for a period of at least three (3) years after termination of the Contract.

The Contractor shall maintain all such records in the City of Vernon. If not, the Contractor shall, upon request, promptly deliver the records to the City of Vernon or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a

location other than the City of Vernon, including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals, and overhead.

11.21 CONFLICT. Contractor hereby represents, warrants, and certifies that no member, officer, or employee of the Contractor is a director, officer, or employee of the City of Vernon, or a member of any of its boards, commissions, or committees, except to the extent permitted by law.

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

11.23 ENFORCEMENT OF WAGE AND HOUR LAWS. Eight hours labor constitutes a legal day's work. The Contractor, or subcontractor, if any, shall forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Sections 1810 through 1815 of the California Labor Code as a penalty paid to the City; provided, however, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1½ times the basic rate of pay.

11.24 LIVING WAGES. Contractor, and any Subcontractor(s), shall comply with the City's Living Wage Ordinance. The current Living Wage Standards are set forth in Exhibit "D". Upon the City's request, certified payroll records shall promptly be provided to the City.

11.25 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES. Contractor certifies and represents that, during the performance of this Contract, it and any other parties with whom it may subcontract shall adhere to equal employment opportunity practices to assure that applicants, employees and recipients of service are treated equally and are not

discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, sexual orientation or marital status. Contractor further certifies that it will not maintain any segregated facilities. Contractor further agrees to comply with The Equal Employment Opportunity Practices provisions as set forth in Exhibit "E".

[Signatures Begin on Next Page].

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Commencement Date stated on the cover page.

City of Vernon, a California charter City  
and California municipal corporation

YMCA of Metropolitan Los Angeles, a  
nonprofit organization

By: \_\_\_\_\_  
Carlos Fandino, Jr., City Administrator

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_  
Lisa Pope, City Clerk

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Zaynah Moussa,  
Senior Deputy City Attorney



EXHIBIT A  
REQUEST FOR PROPOSALS

# **City of Vernon Request for Proposals (RFP)**

## **Community Based Wellness Programming**



**City of Vernon  
City Administration  
4305 Santa Fe Avenue, Vernon, CA 90058  
Phone: (323) 583-8811**

## **1. INTRODUCTION AND PROJECT**

The City of Vernon is requesting proposals for community based wellness programming for the Vernon population. In an effort to make available social and recreational enrichment programs that are generally offered in cities with larger residential populations, the City of Vernon is seeking to partner with an organization that will assist in its goal to implement programming that addresses the needs of its constituents.

The City will select one organization, based on demonstrated competence and a cost effective approach to design, conduct, and assist in the development and administration of community based wellness and enrichment programs for Vernon.

## **2. BACKGROUND**

The City of Vernon was founded in 1905, is approximately 5.2 square miles in size and is located approximately 5 miles southeast of downtown Los Angeles California. Over its long history, Vernon has been developed as an industrial community. At the turn of the 20<sup>th</sup> century the lands that make up Vernon were comprised largely of farmlands. The presence of three major rail lines in the area led influential business and property owners to encourage the railroad companies to run spur lines onto the farmlands. These rail extensions enabled the creation of an “exclusively industrial” city. By the 1920’s, Vernon was attracting large stockyards and meatpacking facilities. In the 1930’s, Vernon became the location of choice for many heavy industrial plants. As economic conditions changed over the decades, these large scale industrial operations have relocated out of Southern California and Vernon has attracted smaller, lighter industrial facilities. The City’s business friendly environment, low cost utilities and key location for trucking and rail transport continue to position Vernon as an ideal location for industrial uses.

**City Government:** The City Council consists of five members, elected at-large, who serve five-year staggered terms. The City Council annually appoints a Mayor and a Mayor Pro Tem from its own membership to serve one-year terms.

**Labor Force:** Vernon has approximately 280 employees, and its departments include a Fire Department, Police Department, Finance Department, Public Works Department, Public Utilities Department and Health and Environmental Control Department. Present bargaining units recognized include the Vernon Police Officers Benefit Association, Vernon Police Management Association, Vernon Firemen’s Association, the Vernon Fire Management Association, International Brotherhood of Electrical Workers Local 47, and Teamsters Local 911.

## **3. CUSTOMIZED WELLNESS PROGRAMMING**

The City is interested in offering programs to the Vernon population (residential and daytime) that address health and wellness. Because of its unique industrial setting, parks and recreational service offerings for those who work and reside in Vernon are currently lacking. The City is requesting proposals from established organizations that are equipped to participate in the development and administration of customized Vernon programming that will utilize existing facilities in Vernon in conjunction with granting access to resources and facilities that may be located in nearby cities.

## City of Vernon Community Based Wellness Programming Request for Proposals

The implementation of programs that promote social, educational, and recreational well-being can empower people and help communities thrive. It is the desire of the City to develop programming that is useful and accessible for the entirety of the Vernon population, all genders and all ages.

### **4. SCOPE OF SERVICES REQUIRED**

The City of Vernon is seeking the services of a highly qualified entity to assist in the development and administration of customized community wellness programming for the Vernon residential and daytime population. Components of the programming should include, but not be limited to, the following:

- Sports/Recreation/Fitness (i.e. organized sports programs, fitness classes)
- Educational Programs (i.e. basic financial planning sessions, parenting classes)
- Social Development Programs (i.e. volunteerism, youth leadership classes)

Program Framework:

- A minimum of two classes per week to be hosted in the City of Vernon that offer a variety of programming options
- Family membership access to organization's facility or multiple facilities that offer additional programs that may include:
  - Sports fields
  - Swimming
  - Child care

Shared Administration of City of Vernon Programs:

- Organization will augment the City's efforts in program promotion, marketing, tracking participation, gathering participant feedback, and social media activity

Additional Program Parameters:

- The City will subsidize in full the cost of programming participation and organizational memberships for Vernon residents and, therefore, a mechanism to pay the partnered organization on a quarterly basis for Vernon resident participants/memberships should be in place
- For community members that work and attend school in Vernon, programming should be accessible, but the City will not subsidize the cost for participation; therefore, a mechanism to track and distinguish non-resident participants/memberships should be in place

### **5. QUALIFICATIONS & CRITERIA**

- A. **Qualifications:** The City of Vernon will select one firm for all of the outlined Scope of Service on the basis of qualifications, experience, and cost. The following are the minimum qualifications to be used to evaluate responses to this Request for Proposals:



## City of Vernon Community Based Wellness Programming Request for Proposals

- Organization should have experience in maintaining a partnership with a municipality.

- B. **Selection Criteria:** The City will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals received will be reviewed and evaluated by a committee of qualified personnel. The name, information, or experience of the individual members will not be made available to any proposer. The Evaluation Committee will first review and screen all proposals submitted, except for the cost proposals, according to the minimum qualifications set forth above. The following criteria will be used in reviewing and comparing the proposals and in determining the highest scoring bid:
1. 40% Qualifications, background and prior experience of the firm in the Service Area(s) being proposed, experience of key staff assigned to oversee services provided to Vernon, evaluation of size and scope of similar work performed and success on that work.
  2. 30% Cost and fees to the City for handling matters. Cost is not the sole determining factor but will be taken into consideration. Proposer must offer services at a rate comparable to the rate proposer offers to other governmental entities for similar work. Offering a higher rate to the City than the comparable rate is grounds for disqualification of the Proposer. If rates differ for different types or levels of service, or for different Service Areas, the Proposer should so state.
  3. 10% Responsiveness to the RFP, and quality and responsiveness of the proposal.
  4. 20% References including past performance of proposer.

### 6. **FORMAT AND DELIVERY OF RESPONSE**

Respondents are asked to submit one (1) unbound original, two (2) hard copies and one (1) electronic copy (via email to [dfigueroa@ci.vernon.ca.us](mailto:dfigueroa@ci.vernon.ca.us)) of their proposals in sufficient detail to allow for a thorough evaluation and comparative analysis. The proposal should include, at a minimum, the following information in sectionalized format addressing all phases of the work in the RFP.

- A. **Format:** Limit your proposal to 20 typed 8.5" X 11" pages, or fewer, on white bond paper of at least 20-pound weight single sided (excluding cover letter and attachments. You may attach a firm brochure if you wish, but it must be as a separate attachment and independent from the required elements noted above.
1. Use a conventional typeface with a minimum font size of 12 points. Use a 1" margin on all borders.
  2. Organize your submittal in the order described above.
  3. Prominently label the package: "City of Vernon Community Based Wellness Programming Request for Proposals" and include the name of the primary contact for the respondent.

## City of Vernon Community Based Wellness Programming Request for Proposals

Deliver the response to:  
City of Vernon  
Attention: Carlos Fandino, City Administrator  
4305 Santa Fe Avenue  
Vernon, CA 90058

4. Responses are due on or **before 5:00 p.m. on January 9, 2020**. Late response will not be accepted.
  5. If you have any questions about this RFP, please contact Diana Figueroa at [dfigueroa@ci.vernon.ca.us](mailto:dfigueroa@ci.vernon.ca.us). Please note that any questions asked and any response provided by Vernon will be sent to every person who will be submitting a proposal, to the extent the City is aware of them.
- B. **Cover Letter:** All proposals shall include a cover letter which states that the proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal. If the proposal contemplates the use of sub-contractors, the sub-contractors shall be identified in the cover letter. If the proposal is submitted by a business entity, the cover letter shall be signed by an officer authorized to contractually bind the business entity. With respect to the business entity, the cover letter shall also include: the identification of the business entity, including the name, address and telephone number of the business entity; and the name, title, address and telephone number of a contact person during the proposal evaluation period.
- C. **Introduction:** Present an introduction of the proposal and your understanding of the assignment and significant steps, methods and procedures to be employed by the proposer to ensure quality deliverables that can be delivered within the required time frames and your identified budget.
- D. **General Scope of Work:** Briefly summarize the scope of work as the proposer perceives or envisions it for each Service Area proposed.
- E. **Work Plan:** Present concepts for conducting the work plan and interrelationship of all projects. Define the scope of each task including the depth and scope of analysis or research proposed.
- F. **Fees and costs:** Although an important aspect of consideration, the financial cost estimate will not be the sole justification for consideration. Negotiations may or may not be conducted with the proposer; therefore, the proposal submitted should contain the proposer's most favorable terms and conditions, since selection and award may be made without discussion with any firm. All prices should reflect "not to exceed" amounts per item. Proposer must offer services at a rate comparable to the rate proposer offers to other governmental entities for similar work. Offering a higher rate to the City than the comparable rate is grounds for disqualification of the Proposer.
- G. **Ability of the Proposer to Perform:** Provide a detailed description of the proposer and his/her/its qualifications, including names, titles, detailed professional resumes and past experience in similar work efforts/products of key personnel who will be working on the assignment. Provide a list of specific related work projects that have

been completed by the proposer which are directly related to the assignment described in this RFP. Note the specific individuals who completed such project(s). Identify role and responsibility of each member of the project team. Include the amount of time key personnel will be involved in the respective portions of the assignment. Respondents are encouraged to supply relevant examples of their professional product. Provide a list of references.

The selected firm shall not subcontract any work under the RFP nor assign any work without the prior written consent of the City.

- H. **Affidavit of Non-Collusion.** Proposer must submit a completed and signed, "Affidavit of Non-Collusion." (Copy attached as Exhibit A).

**7. ADDENDA, CHANGES, AND AMENDMENTS TO THIS SOLICITATION**

At any time prior to the due date for responses, the City may make changes, amendments, and addenda to this solicitation, including changing the date due to allow respondents time to address such changes. Addenda, changes, and amendments, if made, will be posted on the City's website ([www.cityofvernon.org](http://www.cityofvernon.org)), which is deemed adequate notice. A proposer may make a request to the City's project coordinator to be placed on a list of persons to receive notice of any such addenda, changes, or amendments. The preferred manner of communications is via e-mail due to its timeliness.

**8. CONDITIONS FOR RESPONSES TO RFP**

The following conditions apply to this RFP process:

- A. Nothing contained in this RFP shall create any contractual relationship between the respondent and the City.
- B. This RFP does not obligate the City to establish a list of service providers qualified as prime contractors, or award a contract to any respondent. The City reserves the right to amend or cancel this RFP without prior notice, at any time, at its sole discretion.
- C. The City shall not be liable for any expenses incurred by any individual or organization in connection with this RFP.
- D. No conversations or agreements with any officer, agent, or employee of the City shall affect or modify any terms of this RFP. Oral communications or any written/e-mail materials provided by any person other than designated contact staff of City shall not be considered binding.
- E. The City reserves the right, in its sole discretion, to accept or reject any or all Proposals without prior notice and to waive any minor irregularities or defects in a Proposal. The City reserves the right to seek clarification on a Proposal with any source.

## City of Vernon Community Based Wellness Programming Request for Proposals

- F. The dates, times, and sequence of events related to this RFP shall ultimately be determined by the City. The schedule shown above is subject to change, at the sole discretion of the City, although the City will attempt to follow it and, if it must be altered, will attempt to provide reasonable notice of the changes.
- G. Respondents shall not issue any news release pertaining to this RFP, or the City without prior written approval of the City.
- H. All submitted proposals and information included therein or attached thereto shall become public record upon delivery to the City.

### **9. RIGHT BY THE CITY TO WITHDRAW THIS REQUEST**

The City may, at its sole discretion and for any reason whatsoever, withdraw this solicitation at any time.

### **10. LIVING WAGE ORDINANCE**

The selected organization shall pay qualifying employees a wage of not less than \$10.30 per hour with health benefits, or \$11.55 per hour without health benefits. The organization shall also provide qualifying employees at least twelve days off per year for sick leave, vacation or personnel necessity, and an additional ten days a year of uncompensated time for sick leave. There shall be a prohibition on an employer retaliation against an employee's complaining to the City with regard to the employer's compliance with the living wage ordinance. Contractor, and any Subcontractor(s), shall comply with the City's Living Wage Ordinance. The current Living Wage Standards are set forth in Exhibit "D" of the standard form contract, attached hereto as Exhibit B. Upon the City's request, certified payroll records shall promptly be provided to the City.

### **11. STANDARD TERMS AND CONDITIONS**

Prior to the award of any work hereunder, City and proposer shall enter into the written contract for services attached hereto as Exhibit B. Proposers responding to this RFP are strongly advised to review all the terms and conditions of the Contract. The term of the Contract shall not exceed three (3) years.



EXHIBIT A

AFFIDAVIT OF NON-COLLUSION

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF LOS ANGELES )

(Insert "Sole Owner", "Partner", "President", "Secretary", or other proper title)

(Insert name of bidder)

March 2013

EXHIBIT B

STANDARD FORM CONTRACT

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND [CONTRACTOR'S  
NAME] FOR COMMUNITY BASED WELLNESS PROGRAMMING FOR THE CITY OF  
VERNON COVER PAGE

Contractor:	[insert name of contractor]
Responsible Principal of Contractor:	[insert name, title]
Notice Information - Contractor:	[insert name of contractor] [insert street address] [insert city, state, zip code] Attention: [insert name, title] Phone: [insert phone number] Email: [insert email]
Notice Information - City:	City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058 Attention: Carlos Fandino, City Administrator Telephone: (323) 583-8811 ext. 228 Email: cfandino.ci.vernon.ca.us
Commencement Date:	[insert commencement date]
Termination Date:	[insert termination date]
Consideration:	Total not to exceed \$[insert amount] (includes all applicable sales tax); and more particularly described in Exhibit C
Records Retention Period	Three (3) years, pursuant to Section 11.20



SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND [CONTRACTOR'S NAME]  
FOR COMMUNITY BASED WELLNESS PROGRAMMING FOR THE CITY OF VERNON

This Contract is made between the City of Vernon ("City"), a California charter City and California municipal corporation ("City"), and [Contractor's Name], a [State incorporated in] corporation ("Contractor").

The City and Contractor agree as follows:

1.0 EMPLOYMENT OF CONTRACTOR. City agrees to engage Contractor to perform the services as hereinafter set forth as authorized by the City Council on \_\_\_\_\_, \_\_\_\_.

2.0 SCOPE OF SERVICES.

2.1 Contractor shall perform all work necessary to complete the services set forth in the Request for Proposals dated \_\_\_\_\_, Exhibit "A", and Contractor's proposal to the City ("Proposal") dated \_\_\_\_\_, Exhibit "B", both of which are attached to and incorporated into this Contract, by reference.

2.2 All services shall be performed to the satisfaction of City.

2.3 All services shall be performed in a competent, professional, and satisfactory manner in accordance with the prevailing industry standards for such services.

3.0 PERSONNEL.

3.1 Contractor represents that it employs, or will employ, at its own expense, all personnel required to perform the services under this Contract.

3.2 Contractor shall not subcontract any services to be performed by it under this Contract without prior written approval of City.

3.3 All of the services required hereunder will be performed by Contractor or by City-approved subcontractors. Contractor, and all personnel engaged in the work, shall be fully qualified and authorized or permitted under State and local law to perform such services and shall be subject to approval by the City.

4.0 TERM. The term of this Contract shall commence on **[state date]**, and it shall continue until **[state date which may not be more than three years from the commencement date]**, unless terminated at an earlier date pursuant to the provisions thereof.

5.0 COMPENSATION AND FEES.

5.1 Contractor has established rates for the City of Vernon which are comparable to and do not exceed the best rates offered to other governmental entities in and around Los Angeles County for the same services. For satisfactory and timely performance of the services, the City will pay Contractor in accordance with the payment schedule set forth in Exhibit "C" attached hereto and incorporated herein by reference.

5.2 Contractor's grand total compensation for the entire term of this Contract, shall not exceed [state amount] without the prior authorization of the City, as appropriate, and written amendment of this Contract.

5.3 Contractor shall, at its sole cost and expense, furnish all necessary and incidental labor, material, supplies, facilities, equipment, and transportation which may be required for furnishing services pursuant to this Contract. Materials shall be of the highest quality. The above Contract fee shall include all staff time and all clerical, administrative, overhead, insurance, reproduction, telephone, air travel, auto rental, subsistence, and all related costs and expenses.

5.4 City shall reimburse Contractor only for those costs or expenses specifically approved in this Agreement, or specifically approved in writing in advance by City. Unless otherwise approved, such costs shall be limited and include nothing more than the following costs incurred by Contractor:

5.4.1 The actual costs of subcontractors for performance of any of the services that Contractor agrees to render pursuant to this Agreement, which have been approved in advance by City and awarded in accordance with this Agreement.

5.4.2 Approved reproduction charges.

5.4.3 Actual costs and/or other costs and/or payments specifically authorized in advance in writing and incurred by Contractor in the performance of this Agreement.

5.5 Contractor shall not receive any compensation for extra work performed without the prior written authorization of City. As used herein, "extra work" means any work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Compensation for any authorized extra work shall be paid in accordance with the payment schedule as set forth in Exhibit "C," if the extra work has been approved by the City.

5.6 Licenses, Permits, Fees, and Assessments. Contractor shall obtain, at Contractor's sole cost and expense, such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for the performance of the Services by this Agreement.

## 6.0 PAYMENT.

6.1 As scheduled services are completed, Contractor shall submit to the City an invoice for the services completed, authorized expenses, and authorized extra work actually performed or incurred according to said schedule.

6.2 Each such invoice shall state the basis for the amount invoiced, including a detailed description of the services completed, the number of hours spent, reimbursable expenses incurred and any extra work performed.

6.3 Contractor shall also submit a progress report with each invoice that describes in reasonable detail the services and the extra work, if any, performed in the immediately preceding calendar month.

6.4 Contractor understands and agrees that invoices which lack sufficient detail to measure performance will be returned and not processed for payment.

6.5 City will pay Contractor the amount invoiced within thirty (30) days after the City approves the invoice.

6.6 Payment of such invoices shall be payment in full for all services, authorized costs, and authorized extra work covered by that invoice.

7.0 CITY'S RESPONSIBILITY. City shall cooperate with Contractor as may be reasonably necessary for Contractor to perform its services; and will give any required decisions as promptly as practicable so as to avoid unreasonable delay in the progress of Contractor's services.

8.0 COORDINATION OF SERVICES. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants, and other staff at all reasonable times.

9.0 INDEMNITY. Contractor agrees to indemnify City, its officers, elected officials, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities"), including but not limited to professional negligence, that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the acts or omissions of Contractor hereunder, or arising from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the gross negligence or willful misconduct of City, its officers, elected officials, agents or employees.

10.0 INSURANCE.

Contractor shall, at its own expense, procure and maintain policies of insurance of the types and in the amounts set forth below, for the duration of the Contract, including any



extensions thereto. The policies shall state that they afford primary coverage.

i. Automobile Liability with minimum limits of at least \$1,000,000 combined single limit, including owned, hired, and non-owned liability coverage.

ii. Contractor agrees to subrogate automobile liability resulting from performance under this agreement by agreeing to defend, indemnify and hold harmless, the City, and its respective employees, agents, and City Council from and against all claims, liabilities, suits, losses, damages, injuries and expenses, including all costs and reasonable attorney's fees ("Claims"), which are attributable to any act or omission by the City under the performance of the services.

iii. General Liability with minimum limits of at least \$5,000,000 per occurrence and \$10,000,000 aggregate written on the latest Insurance Services Office (ISO) Comprehensive General Liability "occurrence" form or its equivalent for coverage on an occurrence basis. Premises/Operations, Personal Injury and Sexual Misconduct coverage is required. The City of Vernon, its directors, commissioners, officers, employees, agents, and volunteers must be endorsed on the policy as primary additional insureds and non-contributory as respects liability arising out of the Contractor's performance of this Contract.

(1) If Contractor employs other contractors as part of the services rendered, Contractor's Protective Coverage is required. Contractor may include all subcontractors as insureds under its own policy or shall furnish separate insurance for each subcontractor, meeting the requirements set forth herein.

(2) Contractor agrees to subrogate General Liability resulting from performance under this agreement by agreeing to defend, indemnify and hold harmless, the City, and its respective employees, agents, and City Council from and against all claims, liabilities, suits, losses, damages, injuries and expenses, including all costs and reasonable attorney's fees ("Claims"), which are attributable to any act or omission by the City under

the performance of the services.

iv. Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. In addition, Contractor shall require each subcontractor to similarly maintain workers' compensation insurance in accordance with the laws for California for all of the subcontractor's employees. Compliance is accomplished in one of the following manners:

- (1) Provide copy of permissive self-insurance certificate approved by the State of California; or
- (2) Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of \$1,000,000 per accident. The policy shall be endorsed to waive all rights of subrogation against City, its directors, commissioners, officers, employees, and volunteers for losses arising from performance of this Contract; or
- (3) Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

v. Each insurance policy included in this clause shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days' prior written notice to City.

vi. Insurance shall be placed with insurers with a Best's rating of no less than A-VIII.

vii. Prior to commencement of performance, Contractor shall furnish City with a certificate of insurance for each policy. Each certificate is to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) must be in a form approved by City. City may require complete, certified copies of any or all policies at any time.

viii. Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Contractor shall immediately notify City and cease all performance under this Contract until further directed by the City. In the absence of satisfactory

insurance coverage, City may, at its option: (a) procure insurance with collection rights for premiums, attorney's fees and costs against Contractor by way of set-off or recoupment from sums due to Contractor, at City's option; (b) immediately terminate this Contract and seek damages from the Contract resulting from said breach; or (c) self-insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorney's fees and costs, being collectible from Contractor, by way of set-off or recoupment from any sums due to Contractor. 11.0 GENERAL TERMS AND CONDITIONS.

11.1 INDEPENDENT CONTRACTOR.

11.1.1 It is understood that in the performance of the services herein provided for, Contractor shall be, and is, an independent contractor, and is not an agent, officer or employee of City and shall furnish such services in its own manner and method except as required by this Contract, or any applicable statute, rule, or regulation. Further, Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Contractor in the performance of the services hereunder. City assumes no liability for Contractor's actions and performance, nor assumes responsibility for taxes, bonds, payments, or other commitments, implied or explicit, by or for Contractor. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its employees, subcontractors and independent contractors, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

11.1.2 Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of the City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

11.2 CONTRACTOR NOT AGENT. Except as the City may authorize

in writing, Contractor and its subcontractors shall have no authority, express or implied, to act on behalf of or bind the City in any capacity whatsoever as agents or otherwise.

11.3 OWNERSHIP OF WORK. All documents and materials furnished by the City to Contractor shall remain the property of the City and shall be returned to the City upon termination of this Agreement. All reports, drawings, plans, specifications, computer tapes, floppy disks and printouts, studies, memoranda, computation sheets, and other documents prepared by Contractor in furtherance of the work shall be the sole property of City and shall be delivered to City whenever requested at no additional cost to the City. Contractor shall keep such documents and materials on file and available for audit by the City for at least three (3) years after completion or earlier termination of this Contract. Contractor may make duplicate copies of such materials and documents for its own files or for such other purposes as may be authorized in writing by the City.

11.4 CORRECTION OF WORK. Contractor shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, goods, services and other work, without additional cost to the City. The performance or acceptance of services furnished by Contractor shall not relieve the Contractor from the obligation to correct subsequently discovered defects, inaccuracy, or incompleteness.

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

11.6 WAIVER. The City's waiver of any term, condition, breach, or default of this Contract shall not be considered to be a waiver of any other term, condition, default or



breach, nor of a subsequent breach of the one waived. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

11.7 SUCCESSORS. This Contract shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs, successors, and/or assigns.

11.8 NO ASSIGNMENT. Contractor shall not assign or transfer this Contract or any rights hereunder without the prior written consent of the City and approval by the City Attorney, which may be withheld in the City's sole discretion. Any unauthorized assignment or transfer shall be null and void and shall constitute a material breach by the Contractor of its obligations under this Contract. No assignment shall release the original parties from their obligations or otherwise constitute a novation.

11.9 COMPLIANCE WITH LAWS. Contractor shall comply with all Federal, State, County and City laws, ordinances, rules and regulations, which are, as amended from time to time, incorporated herein and applicable to the performance hereof, including but without limitation, the Vernon Living Wage Ordinance. Violation of any law material to performance of this Contract shall entitle the City to terminate the Contract and otherwise pursue its remedies. Further, if the Contractor performs any work knowing it to be contrary to such laws, rules, and regulations Contractor shall be solely responsible for all costs arising therefrom.

11.10 ATTORNEY'S FEES. If any action at law or in equity is brought to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

11.11 INTERPRETATION.

11.11.1 Applicable Law. This Contract shall be deemed a contract and shall be governed by and construed in accordance with the laws of the State of California.

Contractor agrees that the State and Federal courts which sit in the State of California shall have exclusive jurisdiction over all controversies and disputes arising hereunder, and submits to the jurisdiction thereof.

11.11.2 Entire Agreement. This Contract, including any exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation, and agreements (written or oral).

11.11.3 Written Amendment. This Contract may only be changed by written amendment signed by Contractor and the City Administrator or other authorized representative of the City, subject to any requisite authorization by the City Council. Any oral representations or modifications concerning this Contract shall be of no force or effect.

11.11.4 Severability. If any provision in this Contract is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Contract, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Contract.

11.11.5 Order of Precedence. In case of conflict between the terms of this Contract and the terms contained in any document attached as an Exhibit or otherwise incorporated by reference, the terms of this Contract shall strictly prevail. The terms of the City's Request for Proposals shall control over the Contractor's Proposal.

11.11.6 Duplicate Originals. There shall be two (2) fully signed copies of this Contract, each of which shall be deemed an original.

11.11.7 Construction. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no

presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

11.12 TIME OF ESSENCE. Time is strictly of the essence of this contract and each and every covenant, term, and provision hereof.

11.13 AUTHORITY OF CONTRACTOR. The Contractor hereby represents and warrants to the City that the Contractor has the right, power, legal capacity, and authority to enter into and perform its obligations under this Contract, and its execution of this Contract has been duly authorized.

11.14 ARBITRATION OF DISPUTES. Any dispute for under \$25,000 arising out of or relating to the negotiation, construction, performance, non-performance, breach, or any other aspect of this Contract, shall be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association at Los Angeles, California and judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. The City does not waive its right to object to the timeliness or sufficiency of any claim filed or required to be filed against the City and reserves the right to conduct full discovery.

11.15 NOTICES. Any notice or demand to be given by one party to the other must be given in writing and by personal delivery or prepaid first-class, registered or certified mail, addressed as follows. Notice simply to the City of Vernon or any other City department is not adequate notice.

If to the City:

City of Vernon  
Attention: Carlos Fandino, City Administrator  
4305 Santa Fe Avenue  
Vernon, CA 90058

If to the Contractor:

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or, if mailed, upon receipt, or upon expiration of three (3) business days from the date of posting, whichever is earlier. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party.

11.16 NO THIRD PARTY RIGHTS. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right or remedy in, under, or to this Agreement.

11.17 TERMINATION FOR CONVENIENCE (Without Cause). City may terminate this Contract in whole or in part at any time, for any cause or without cause, upon fifteen (15) calendar days' written notice to Contractor. If the Contract is thus terminated by City for reasons other than Contractor's failure to perform its obligations, City shall pay Contractor a prorated amount based on the services satisfactorily completed and accepted prior to the effective date of termination. Such payment shall be Contractor's exclusive remedy for termination without cause.

11.18 DEFAULT. In the event either party materially defaults in its obligations hereunder, the other party may declare a default and terminate this Contract by written notice to the defaulting party. The notice shall specify the basis for the default. The Contract shall terminate unless such default is cured before the effective date of termination stated in such notice, which date shall be no sooner than ten (10) days after the date of the notice. In case of default by Contractor, the City reserves the right to procure the goods or services from other sources and to hold the Contractor responsible for any excess costs occasioned to the City thereby. Contractor shall not be held accountable for additional costs incurred due to delay or default as a result of Force Majeure. Contractor must notify the City immediately upon knowing that non-performance or delay will apply to this Contract as a result of Force Majeure. At that time Contractor is to submit in writing a Recovery Plan for this Contract. If the Recovery Plan is not acceptable to the City or not received within 10 days of the necessary notification of Force



Majeure default, then the city may cancel this order in its entirety at no cost to the City, owing only for goods and services completed to that point.

11.19 TERMINATION FOR CAUSE. Termination for cause shall relieve the terminating party of further liability or responsibility under this Contract, including the payment of money, except for payment for services satisfactorily and timely performed prior to the service of the notice of termination, and except for reimbursement of (1) any payments made by the City for service not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by the City in obtaining substitute performance. If this Agreement is terminated as provided herein, City may require, at no additional cost to City, that Contractor provide all finished or unfinished documents, data, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

11.19.1 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

11.20 MAINTENANCE AND INSPECTION OF RECORDS.

The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Contractor's records to the extent the City deems necessary to insure it is receiving all money to which it is entitled under the Contract and/or is paying only the amounts to which Contractor is properly entitled under the Contract or for other purposes relating to the Contract.

The Contractor shall maintain and preserve all such records for a period of at least three (3) years after termination of the Contract.

The Contractor shall maintain all such records in the City of Vernon. If not, the Contractor shall, upon request, promptly deliver the records to the City of Vernon or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a

location other than the City of Vernon, including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals, and overhead.

11.21 CONFLICT. Contractor hereby represents, warrants, and certifies that no member, officer, or employee of the Contractor is a director, officer, or employee of the City of Vernon, or a member of any of its boards, commissions, or committees, except to the extent permitted by law.

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

11.23 ENFORCEMENT OF WAGE AND HOUR LAWS. Eight hours labor constitutes a legal day's work. The Contractor, or subcontractor, if any, shall forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Sections 1810 through 1815 of the California Labor Code as a penalty paid to the City; provided, however, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1½ times the basic rate of pay.

11.24 LIVING WAGES. Contractor, and any Subcontractor(s), shall comply with the City's Living Wage Ordinance. The current Living Wage Standards are set forth in Exhibit "D". Upon the City's request, certified payroll records shall promptly be provided to the City

11.25 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES. Contractor certifies and represents that, during the performance of this Contract, it and any other parties with whom it may subcontract shall adhere to equal employment opportunity practices to assure that applicants, employees and recipients of service are treated equally and are not

discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, sexual orientation or marital status. Contractor further certifies that it will not maintain any segregated facilities. Contractor further agrees to comply with The Equal Employment Opportunity Practices provisions as set forth in Exhibit "E".

[Signatures Begin on Next Page].

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Commencement Date stated on the cover page.

City of Vernon, a California charter City  
and California municipal corporation

[CONTRACTOR'S NAME, a [State  
incorporated in] corporation

By: \_\_\_\_\_  
Carlos Fandino, Jr., City Administrator

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_  
Lisa Pope, City Clerk

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Hema Patel, City Attorney



EXHIBIT A  
REQUEST FOR PROPOSALS

EXHIBIT B  
PROPOSAL

EXHIBIT C  
SCHEDULE

EXHIBIT D  
LIVING WAGE PROVISIONS

**Minimum Living Wages:**

A requirement that Employers pay qualifying employees a wage of no less than \$10.30 per hour with health benefits, or \$11.55 per hour without health benefits.

**Paid and Unpaid Days Off:**

Employers provide qualifying employees at least twelve compensated days off per year for sick leave, vacation, or personal necessity, and an additional ten days a year of uncompensated time for sick leave.

**No Retaliation:**

A prohibition on employer retaliation against employees complaining to the City with regard to the employer's compliance with the living wage ordinance. Employees may bring an action in Superior Court against an employer for back pay, treble damages for willful violations, and attorney's fees, or to compel City officials to terminate the service contract of violating employers.



EXHIBIT E

EQUAL EMPLOYMENT OPPORTUNITY

PRACTICES PROVISIONS

- A. Contractor certifies and represents that, during the performance of this Agreement, the contractor and each subcontractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religious creed, color, national origin, ancestry, handicap, sex, or age. Contractor further certifies that it will not maintain any segregated facilities.
- B. Contractor agrees that it shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of Contractor, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, handicap, sex or age.
- C. Contractor agrees that it shall, if requested to do so by the City, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their membership in a protected class.
- D. Contractor agrees to provide the City with access to, and, if requested to do so by City, through its awarding authority, provide copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- E. Nothing contained in this Agreement shall be construed in any manner as to require or permit any act which is prohibited by law.

EXHIBIT B  
PROPOSAL



January 6, 2020

**FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY**

City of Vernon  
Carlos Fandino, City Administrator  
4305 Santa Fe Avenue  
Vernon, CA 90058

Dear Mr. Fandino:

The YMCA is the nation's leading nonprofit organization committed to strengthening communities through youth development, healthy living, and social responsibility. Enclosed please find a proposal from the Southeast-Rio Vista Family YMCA, a branch of the YMCA of Metropolitan Los Angeles. This proposal is valid until June 30, 2020.

Proposing Organization

Business Entity: YMCA of Metropolitan Los Angeles - Southeast-Rio Vista Family YMCA  
Address: 625 S New Hampshire Ave, Los Angeles, CA 90005 (Headquarters)  
4801 E 58th St, Maywood, CA 90270 (Southeast-Rio Vista Family YMCA Branch)  
Telephone Number: 213 351 2282

Primary Contact

Name: Victor Dominguez, Chief Strategy Officer & Executive Vice President  
Address: 625 S New Hampshire Ave, Los Angeles, CA 90005  
Telephone Number: 213 351 2282

The Y is for everyone. Our programs, services and initiatives enable young people to realize their academic success; prepare teens for college; offer ways for families to have fun and be active together; empower neighbors to be healthier in spirit, mind and body; prepare our youth for leadership and employment; welcome and embrace newcomers to our communities, and help foster a nationwide service ethic.

We look forward to working together with the City of Vernon to improve the health and wellbeing of your residents through community-based programming.

Sincerely,

**Victor Dominguez**  
**Executive Vice President & Chief Strategy Officer**  
VictorDominguez@ymcaLA.org

## **INTRODUCTION**

The Y shares the City of Vernon's vision for a thriving community based in a foundation of health and wellness. The Y is a long-standing, trusted community partner and uniquely situated to assist the City of Vernon in accomplishing its goal to implement programs that promote social, education, and recreational wellbeing. In short, the Y has been living this mission in LA for more than 130 years. The Southeast-Rio Vista Family YMCA (the Y) proposes a one-year partnership with the City of Vernon to enable all residents of Vernon to become Y members, gaining access to the Y's facilities, life-changing programs, and community supports. In addition, the Y will partner with Vernon to bring Y programs into the community to facilities owned by the City of Vernon and into Vernon schools. The Y's total proposed not-to-exceed amount for this proposal is \$153,519. The Y will provide memberships and access to Y facilities and programming, programming at City-designated facilities, and recreational sports programming for youth in the City of Vernon.

## **GENERAL SCOPE OF WORK**

The Y proposes a partnership with the City of Vernon to enable all residents of Vernon to become Y members. Through this innovative partnership, all residents of the City of Vernon will be able to access an annual individual or family pass to redeem at the Southeast Rio Vista YMCA. Passes will be valid for one calendar year from the date of redemption, as long as they are validated within the partnership period. In addition, the Y will offer a minimum of two (2) types of weekly enrichment classes to Vernon residents at City facilities. Classes will rotate and be selected based on the interests and needs of residents of Vernon as communicated by City of Vernon staff. As an added benefit, all Vernon residents will have access the full slate of Y programs offered at the YMCA facility that is most conveniently located to the member as well. Unless otherwise noted, *all* programs are included in the membership fee. Participants will be recruited by the Y and the City of Vernon, with marketing to be coordinated between the entities to ensure maximum reach. City of Vernon residence will be verified through proof of residency documentation which confirms city address for the head of household member as outlined in the existing membership policy.

### Existing Facilities Usage

- The Y may utilize facilities that are identified by the City of Vernon as appropriate venues.
- The City of Vernon will coordinate usage of such facilities and establish times/dates for classes to be administered by the YMCA.
- All reservations of City facilities will be held as agreed and scheduled by the YMCA and City of Vernon. Any changes in reservations will be made through the City of Vernon.
- The Y will provide seasonal calendars to the City of Vernon and update the City as to additional and/or changed usage a minimum of two weeks in advance.
- Upon City of Vernon approval, the Y may be permitted to add temporary signage on premises identifying organization and program offerings. The Y must restore the building to original condition upon termination of contract.
- The City will not charge the Y for use of City designated facilities.
- The Y will not charge the City for use of Y programs at the branch.

- The YMCA and the City of Vernon will maintain insurance and name the other entity as additionally insured in the amounts specified in the contract for the entirety of the one (1) year term.

### Reporting

The Y will provide the City of Vernon with a quarterly report, along with the reimbursement request, detailing the following information:

- a) Activities offered at City facilities
- b) Number of Vernon residents served during the month
- c) Number of new memberships activated by City of Vernon residents or number of total memberships from City of Vernon residents

At the end of the one (1) year partnership, the Y will provide an annual report which may detail total outcomes, participant results, participant feedback, and any additional information as requested by the City of Vernon.

### **WORK PLAN**

For one-year, the Y will offer two (2) types of classes per week at City designated facilities. A partial list of programs that can be offered at City Facilities up to twice a week includes:

- Arts and Dance (Ballet, Hip Hop, Jazz)
- Family Fitness
- Group Exercise
- Gymnastics
- Small Group Training
- Sports Fundamentals
- Toddler Tumbling

In addition, the Y's full slate of programs (listed below) are available at the Y's facility, including water safety and aquatics, nutrition and healthy lifestyles coaching, Youth & Government, homework help, resident camp, arts programs, and more.

Through this partnership, the Y will provide its signature Physical Learning Activities for Youth (PLAY) and recreational sports programs for Vernon residents. PLAY, the Y's signature program that is the core Body & Mind effort today, provides academic supports and healthy activities that develop social/emotional, cognitive, and physical abilities for youth ages 5 to 12. Through PLAY, expert Y trainers provide direct programmatic support into LAUSD and other schools and partner youth organizations. Aligned with the Body & Mind effort, the Y will also offer a selection of leagues such as Dodgers Reviving Baseball in Inner Cities (RBI), Jr. Clippers Basketball, Soccer, and/or LA Kings Ball Hockey to youth residing in Vernon.

### Marketing and Outreach

The Y will hold up to four (4) community events in partnership with the City of Vernon to recruit participants and promote Y services. The Y marketing firm will coordinate with the City of



Vernon to develop a marketing strategy for schools, churches, and the community center. The partnership will be shared extensively via social media platforms.

## **FEES AND COSTS**

Fees to be charged to the City of Vernon:

1. Family: \$768 per annual Family Membership (calculated as \$64 per monthly Family Membership) - two (2) adults (age eighteen (18) and older) and children under eighteen (18) who are related to, and living in the same household as, the adult.
  - a. **\$728 per family household x 150 households (approx.) = not to exceed \$109,200 annual sponsorship from the City of Vernon**
2. Weekly Programming: \$28 per hour per individual staff member for weekly programming – two (2) types of classes per week at City designated facilities for the term of one year, not to exceed hours and staff limitations set forth by the City.
  - a. **2 Y Staff Members at \$28 = \$56 an hour for total staff x 12 hours weeks x 52 weeks = not to exceed \$34,944 annually**
3. Recreational Sports Activities for youth residing in Vernon - access to the Dodgers RBI Baseball Program; Jr. Clippers Basketball Leagues; Jr. Galaxy Soccer Program; LA Kings Ball Hockey Program.
  - a. **\$125 per child x 75 (approx.) = not to exceed \$9,375 annual sponsorship from the City of Vernon**

**The total not-to-exceed amount for this proposal is \$153,519.**

The YMCA will make quarterly reimbursement requests to the City of Vernon in the following format:

- a) Number of memberships issued during the term
- b) Address of card holder (to confirm residency)
- c) Number of family members
- d) Number of school-age children
- e) Summary of activities of interest

## **ABILITY OF THE PROPOSER TO PERFORM**

### Detailed Description of Proposer

The YMCA is the nation's leading nonprofit organization committed to strengthening communities through youth development, healthy living, and social responsibility. The YMCA opened its first Los Angeles branch in 1882. Today, the YMCA of Metropolitan Los Angeles (LA Y) is the oldest and largest comprehensive youth and family-serving non-profit in the region, and one of the top Y Associations in the world. Our work continues to improve the lives of over 400,000 program participants annually, including 120,000 youth and 20,000 active seniors across Los Angeles County. Our 26 local branches, 3 resident camps, and over 140 program locations are committed to the mandate that our programs be accessible for all who seek them.

The Y's cause is strengthening our communities. By offering affordable children's programming to low- and middle-income families, by developing drug prevention and anti-gang programs for

at-risk youth, by designing and implementing health and wellness programs that break cycles of unhealthy choices, and through many other programs promoting healthy spirits, minds, and bodies, the Y makes accessible the support and opportunities that empower people and communities to learn, grow, and thrive. With focuses on youth development, healthy living, and social responsibility, the Y's programs nurture the potential of every youth and teen, improve the health and well-being of our communities, and provide opportunities to give back and support neighbors.

The Southeast-Rio Vista Family Y is one of the YMCA's proud "urban branches," bringing the proven quality of Y programs to communities that are among America's most in need of health, fitness, and community offerings for youth, families, and seniors. The Southeast-Rio Vista Family Y annually brings a full continuum of programs to 10,000 individuals, 98% of whom are Hispanic/Latin/x/, including 3,500 youth and over 1,000 families.

Programs encompass three areas of focus:

- Youth Development programs at the Y nurture the potential of every child and teen:

- *Camp*: Day and resident camps provide exciting, safe community for young people to explore the outdoors, build self-esteem, develop interpersonal skills, learn about the environment, and make lasting friendships and memories.
- *Education & Leadership*: From Youth & Government, to Model United Nations, to the Girlfriends leadership programs for young women, YMCA service learning, civic, and educational programs bring mentorships, character development, guidance, and encouragement to help youth develop and realize their potential;
- *Before- and Afterschool Youth Enrichment*: Including the KidzLit program, STEM curricula, and the Y's national Healthy Eating and Physical Activity program, preschool programs and Teen Centers provide safe, nurturing environments and supportive, proven curricula for children to learn, grow, and develop social and life skills; and
- *Swim, Sports, & Play*: Dozens of programs for teams and individuals and aquatic activities make up positive, fun, and equitable activities that build athletic, social, and interpersonal skills.

- Healthy Living programs improve the health and well-being of youth, adults, and seniors, as well as that of their families:

- *Family Time*: Parent & Tot and Fatherhood programs, Family Fun Nights, family exercise and swim times, and more bring families together to have fun and grow together;
- *Health, Well-Being, & Fitness*: Structured and supported health and fitness programs provide every Y member with the resources and guidance to improve their physical activity, health, and wellness, including through research-driven programs that have proven their behavior change methodologies, including the Personal training Fitness program;
- *Sports & Recreation*: A wide variety of individual and group; youth, adult, family, and senior healthy lifestyle activities bring together people with shared athletic and recreational interests; and

- *Group Interests:* Social networks and activities bring together people that share common passions and personal interests, be they teenagers who support each other as they navigate coming of age, seniors who give each other the important nourishment of social activity, or many, many others.
- Social Responsibility programs emphasize giving back and providing support to our neighbors, and they involve both the Y serving the community through direct programming and encouraging and enabling its volunteers to give back through their own work in the Y:
- *Social Services:* The Y gives direct training, resources, and support to empower our neighbors to make change, bridge gaps, and overcome obstacles in their own lives;
  - *Immigration Services:* includes our New American Welcome Center, which opened at the Southeast-Rio Vista Family Y in 2016, offering citizenship assistance and referrals;
  - *Volunteerism & Giving:* The Y works to bring every person it touches into deeper involvement, leading eventually to leadership within the community of the Y and, through that, leadership in the community-at-large, with involvement including contribution of time, financial investment, and creativity and ideas; and
  - *Advocacy:* Collaborations with policy makers, community leaders and allies, and private and public organizations help the Y develop youth, prevent chronic disease, build healthier communities, and encourage social responsibility.

#### Qualifications of Key Personnel, including past experiences

##### **Gerry Salcedo, Operations Executive Director**

Gerry Salcedo started his YMCA career as a Senior Aquatics Director. Throughout his 10 years in the YMCA, Gerry has been promoted to a Regional Aquatics Director, Associate Executive Director and currently as the Operations Executive Director at the Southeast-Rio Vista Family YMCA. One of Gerry's many goals is to provide life changing programs in our most under resourced Community of Maywood and its surrounding cities.

##### **Claudia Zavala, Senior Program Director & Membership Services Director**

Ms. Zavala started her career in the Y as a Membership & Healthy Lifestyles Director for the Southeast Rio Vista YMCA. She was promoted to Senior Program Director and is currently supervising Membership Services, Summer Day Camp, Gala donations, Homework Help and Healthy Kids Day. Ms. Zavala has previously held several supervising positions, serving as the Recreation Supervisor for the City of La Puente and has worked with a variety of cities throughout her career and has extensive experience in programming for youth, adult, seniors and special events. She brings that critical experience to this partnership with the City of Vernon. Ms. Zavala's goals are to continue to provide excellent customer service and help families with their personal and well-being goals.

##### **Maria Mendoza, Program Director**

Ms. Mendoza oversees Science, Technology, Engineering, & Math (STEM), Early Learning Readiness (ELR), Child Activity Center (CAC), Resident Camp, Senior Programs and New American Welcome Center/Immigrant Services. She organizes community and special events throughout the year as well as leads the Annual Community Campaign and secures major gifts.

Throughout the years, Maria has created key partnerships for the branch and is committed to continuing the development and growth of these collaborations.

### **Victor Dominguez, Executive Vice President & Chief Strategy Officer**

Overall urban branch efforts are overseen by Victor Dominguez, Executive Vice President & Chief Strategy Officer. Mr. Dominguez previously served as the Y's Senior Vice President Operations and Community Development, responsible for providing administrative oversight and support to the executives in the four urban Y branches. In addition, he is the staffing coordinator for the Urban Council, which is a task force of the Metro Y Board largely responsible for the partnership with the Mayor's office, as well as the development of community partnerships to benefit children and families in the urban Ys. Mr. Dominguez previously served for 5 years as the executive director of the Weingart East LA Y branch in Boyle Heights, and was successful in implementing a youth workforce development program, as well as expanding the early learning, PLAY, and MEND programs – programs that have proven their effectiveness in urban communities.

### **Juan De La Cruz, Senior Vice President of Community Development**

Juan De La Cruz leads the Y's efforts in public policy & advocacy, Urban Initiative: Cradle to Career Success, Urban Council, Association Strategic Partnerships and Initiatives, and community building. Besides leading our efforts in public policy & advocacy, Mr. De La Cruz is the primary Mission Advancement Officer in charge of the Urban Initiative: Cradle to Career Success. In this role, he supports the diverse members of our Urban Council and Urban branches. He is our primary touchpoint for the LA Y Association's Strategic Partnerships and Initiatives, and is at the center of our work in community building. Previously, Mr. De La Cruz served as Chief of Staff with an LAUSD School Board Member and managed a \$120 Million joint-use and innovation fund for LAUSD.

### Related Work Projects, including specific individuals who completed such projects

This Y is led by staff members with extensive experience working with local municipalities. The staff include team members who previously held several supervising positions with the City of La Puente as well as a variety of other cities to offer programming for youth, adult, seniors and special events.

### Roles and Responsibilities of Project Team Members

#### **Southeast-Rio Vista Family YMCA Team**

Responsible for collecting items required for the reimbursement requests, including:

- a) Number of memberships issued during the term
- b) Address of card holder (to confirm residency)
- c) Number of family members
- d) Number of school-age children
- e) Summary of activities of interest

Also responsible for ensuring that the existing facilities usage follows the partnership agreement.

**Marketing Team**

Responsible for coordinating the marketing and outreach in partnership with the City of Vernon to:

- a) Recruit participants
- b) Promote Y services
- c) Coordinate the community events - up to four (4)
- d) Develop a marketing strategy for schools, churches, and the community center
- e) Share partnership extensively on social media platforms

**Mission Advancement Team**

Responsible for ensuring that the programming and services are delivered on the objectives of this agreement.

**References**

“Our family participates in several programs at the Southeast-Rio Vista Family YMCA including ballet, hip hop, tumbling, basketball, Early Learning Readiness, and Homework Help. By joining the Y, we have joined more than a gym—we have become part of a community and a family. The Y is a safe and nurturing environment for our five kids; we get to spend time together and celebrate our accomplishments at the Y. We are very thankful to have found a place where we belong. We love our YMCA family!” – Luisana and Luis Villa



**AFFIDAVIT OF NON-COLLUSION BY CONTRACTOR**

**STATE OF CALIFORNIA** )  
 ) ss  
**COUNTY OF LOS ANGELES** )

Victor Dominguez, being first duly sworn deposes

and says that he/she is Executive Vice President and Chief Strategy Officer  
(Insert "Sole Owner", "Partner", "President", "Secretary", or other proper title)

of the Young Men's Christian Association "YMCA" of Metropolitan Los Angeles  
(Insert name of bidder)

who submits herewith to the City of Vernon a bid/proposal;

That all statements of fact in such bid/proposal are true;

That such bid/proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That such bid/proposal is genuine and not collusive or sham;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Vernon, or of any other bidder or anyone else interested in the proposed contract; and further

That prior to the public opening and reading of bids/proposals, said bidder:

- a. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- b. Did not directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid/proposal, or that anyone should refrain from bidding or withdraw his/her bid/proposal;
- c. Did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid/proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his/her bid/proposal price, or of that of anyone else;
- d. Did not, directly or indirectly, submit his/her bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except the City of Vernon, or to any person or persons who have a partnership or other financial interest with said bidder in his/her business.

I certify under penalty of perjury that the above information is correct

By:  Title: Executive Vice President and Chief Strategy Officer

Date: January 2, 2020

EXHIBIT C  
SCHEDULE

## FEES AND COSTS

Fees to be charged to the City of Vernon:

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**The total not-to-exceed amount for this proposal is \$153,519.**

The YMCA will make quarterly reimbursement requests to the City of Vernon in the following format:

- a) Number of memberships issued during the term
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- e) Summary of activities of interest

## EXHIBIT D

### LIVING WAGE PROVISIONS

#### **Minimum Living Wages:**

A requirement that Employers pay qualifying employees a wage of no less than \$10.30 per hour with health benefits, or \$11.55 per hour without health benefits.

#### **Paid and Unpaid Days Off:**

Employers provide qualifying employees at least twelve compensated days off per year for sick leave, vacation, or personal necessity, and an additional ten days a year of uncompensated time for sick leave.

#### **No Retaliation:**

A prohibition on employer retaliation against employees complaining to the City with regard to the employer's compliance with the living wage ordinance. Employees may bring an action in Superior Court against an employer for back pay, treble damages for willful violations, and attorney's fees, or to compel City officials to terminate the service contract of violating employers.

EXHIBIT E

EQUAL EMPLOYMENT OPPORTUNITY

PRACTICES PROVISIONS

- A. Contractor certifies and represents that, during the performance of this Agreement, the contractor and each subcontractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religious creed, color, national origin, ancestry, handicap, sex, or age. Contractor further certifies that it will not maintain any segregated facilities.
- B. Contractor agrees that it shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of Contractor, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, handicap, sex or age.
- C. Contractor agrees that it shall, if requested to do so by the City, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their membership in a protected class.
- D. Contractor agrees to provide the City with access to, and, if requested to do so by City, through its awarding authority, provide copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- E. Nothing contained in this Agreement shall be construed in any manner as to require or permit any act which is prohibited by law.



# City Council Agenda Item Report

Agenda Item No. COV-34-2020  
Submitted by: Mark Aumentado  
Submitting Department: Public Utilities  
Meeting Date: February 4, 2020

## SUBJECT

City Contract No. LP-0510 with A.M. Ortega Construction, Inc. for the 26th Street Bridge Gas Pipeline and Casing Installation

## Recommendation:

- A. Find that the proposed action is categorically exempt from California Environmental Quality Act (CEQA) review, in accordance with CEQA Guidelines §15301, because the project consists of the maintenance, repair or minor alteration of an existing facilities and involves negligible or no expansion of an existing use;
- B. Accept the sole bid from A.M. Ortega Construction, Inc., ("Ortega") as the lowest responsive and responsible bidder;
- C. Approve and authorize the City Administrator to execute the Construction Contract with Ortega, in substantially the same form as submitted herewith, in an amount not to exceed \$404,159.00 for the 26th Street Bridge Gas Pipeline and Casing Installation; and
- D. Authorize a contingency amount of \$45,841.00 in the event of an unexpected changed condition in the project and grant authority to the City Administrator to issue Change Orders for an amount up to the contingency amount, if necessary. At approximately 11% of the total contract value, the contingency amount requested is typical for this type and size of project.

## Background:

Vernon Public Utilities (VPU) aims to provide reliable electric, gas, water, and fiber service to residents and businesses located within its service area. In an effort to make the gas distribution system more resilient and robust in the northwest corner of the City, staff believes it is prudent to connect two dead ends of the existing gas main creating a loop. Pipeline in distribution systems are classified as either branched or looped systems or a combination of both. Looped systems are preferred as they provide redundancy and overall reliability to serve customers in the event of a line break. Once the break is isolated, gas will still be able to flow and reach its intended destination. Specifically, a loop that will connect the gas distribution system across the 26th Street Bridge will allow VPU to reliably serve natural gas to new customers in the north west corner of the City including National Ready Mix Concrete, while maintaining an appropriate level of service to its existing customers in the area already served by the system. Revenue generated by connecting additional customers to the gas system will help pay for the investment made to complete the project and will also result in the general fund realizing additional sales tax revenue.

On December 10, 2019, staff formally issued a notice inviting bids (NIB) for the 26th Street Bridge Gas Pipeline and Casing Installation. On January 6, 2020, the bid deadline, one bid was received and the results are as follows:

- |    |                                |               |
|----|--------------------------------|---------------|
| 1. | A. M. Ortega Construction Inc. | \$ 404,159.00 |
|----|--------------------------------|---------------|

City staff evaluated the bid and deemed it responsive and responsible. The Engineer's Estimate prepared for probable cost of construction by contractor of this project was between \$450,000.00 and \$550,000.00.

The proposed Construction Contract has been reviewed and approved as to form by the City Attorney's Office.

**Fiscal Impact:**

VPU has allocated \$600,000.00 in its Fiscal Year (FY) 2019-2020 approved budget for this project. The bid amount of \$404,159.00, plus the contingency of \$45,841.00, totals \$450,000.00, which is within the approved allocated budget to cover the cost of this project.

**Attachments:**

1. [Contract No. LP-0510 - 26th Street Bridge Gas Pipeline and Casing Installation](#)

CONSTRUCTION CONTRACT BETWEEN  
CITY AND CONTRACTOR

This Agreement is made and entered into at Vernon, California this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between the CITY OF VERNON, a chartered municipal corporation (hereinafter "City") and A. M. Ortega Construction, Inc., a California corporation (hereinafter "Contractor"), for construction of the 26<sup>th</sup> Street Bridge Gas Pipeline and Casing Installation.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. CONTRACT DOCUMENTS

The "Contract Documents" except for modifications issued after execution of this Agreement, shall consist of the following documents which are either attached hereto as exhibits or are incorporated into this Agreement by this reference, with the same force and effect as if set forth at length herein:

- A. Governmental Approvals including, but not limited to, permits required for the Work
- B. This Agreement
- C. Exhibit A – General Conditions
- D. Exhibit 1 – Performance Bond
- E. Exhibit 2 – Payment Bond
- F. Exhibit 3 - Maintenance Bond
- G. Exhibit 4 – Insurance Requirements
- H. Exhibit 5 – Statement of Intent to Comply with Minimum Requirements of the Stormwater Permit
- I. Exhibit B – Special Construction Specification Specific for this Project
- J. Exhibit C – Traffic Control Plan
- K. Exhibit D – Living Wage Provisions
- L. Exhibit E – Equal Employment Opportunity Practices Provisions
- M. Notice Inviting Bids;
- N. Instructions to Bidders;
- O. Bid Forms;
- P. Designation of Subcontractors; and

Q. Bidding Addenda Nos. \_\_\_\_\_.

2. SCOPE OF WORK

Within the Contract Time and for the stated Contract Sum, subject to adjustments thereto, and pursuant to the Contract Documents, the Contractor shall perform and provide all necessary: labor; services; supervision; materials; tools; equipment; apparatus; facilities; supplies; tools; permits, inspections, plan checks, and similar Governmental Approvals; temporary utilities; utility connections; and transportation necessary to complete the Work in strict conformity with the Contract Documents for:

26 <sup>th</sup> Street Bridge Gas Pipeline and Casing Installation Contract No. LP-0510
--

3. TIME FOR PERFORMANCE

Contract Time. Contractor shall achieve Substantial Completion of the Work within eighty (80) calendar days from the Date of Commencement established in City's written Notice to Proceed ("Contract Time"), subject to adjustment in accordance with the Contract Documents. Contractor shall achieve Final Completion of the Work, within the time established by the Certificate of Substantial Completion issued by the City. The Contract Time may only be adjusted as permitted by this Construction Contract and the General Conditions.

Time is of the essence of this Agreement. Except when the Contract Documents state otherwise, time is of the essence in the performance of the Work. Contractor acknowledges that the time limits and deadlines set forth in the Contract Documents are reasonable for Contractor to perform and complete the Work.

Liquidated Damages. If Contractor fails to achieve Substantial Completion of the entire Work within the Contract Time for Substantial Completion, Contractor shall pay City as liquidated damages the amount of one thousand five hundred dollars (\$1,500.00) per day for each calendar day occurring after the expiration of the Contract Time for Substantial Completion until Contractor achieves Substantial Completion of the entire Work, as required by Article 3 of the General Conditions of Contract.

Contractor Initial here: \_\_\_\_\_.

4. CONTRACT SUM

In consideration of the Contractor's full, complete, timely, and faithful performance of the Work required by the

Contract Documents, City shall pay Contractor the sum of four hundred four thousand one hundred and fifty-nine dollars/no cents (\$ 404,159.00), payable as set forth in the General Conditions ("Contract Sum"). The actual direct cost of all Permit Fees is excluded from the Contract Sum, however Contractor's cost of administration and coordination of all Governmental Approvals and Utility Fees is included in the Contract Sum.

5. PERMIT FEE REIMBURSEMENT

In accordance with Paragraph 1.03 of the General Conditions, the City shall reimburse Contractor for the documented actual direct cost of Permit Fees, without Allowable Mark-up, in addition to payment of the Contract Sum.)

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the date and year first above written.

Executed at \_\_\_\_\_, California.

[Contractor's Corporate Seal]

A.M. Ortega Construction, Inc.:

By: \_\_\_\_\_  
An Authorized Signatory

Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
An Authorized Signatory

Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CITY OF VERNON:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CONTRACTOR'S SIGNATURE MUST BE NOTARIZED



## EXHIBIT A GENERAL CONDITIONS

### **ARTICLE 1 - PRELIMINARY PROVISIONS**

#### 1.01 DEFINITIONS

The following words shall have the following meanings:

- A. Allowance. A line item cost estimate established by the City to be carried in the Base Bid sum, Contract Sum, and Schedule of Values for Payment for a particular item of Work, which cannot be sufficiently defined so as to allow the Contractor to adequately determine fair value before the Bid Deadline. Allowances include estimated amounts established by the City for certain construction elements that have not yet been fully designed or authorized for inclusion in the Work or to permit deferred approval or selection of actual materials and equipment to a later date when additional information is available for evaluation.
- B. As-Builts. The documents prepared by Contractor showing the condition of the Work as actually built, including, without limitation, all changes and the exact locations of all mechanical, electrical, plumbing, HVAC or other portions of the Work that are shown diagrammatically in the Contract Documents.
- C. Base Bid. The total sum stated in the Bid Form for which the Bidder offers to perform Work described in the Contract Documents as the base Contract Work (e.g. not designated as part of a Bid Alternate).
- D. Bid. A complete and properly executed offer by the Bidder on City-prescribed forms to perform the Work for the prices stated in response to the Notice Inviting Bids.
- E. Bid Alternate. An item of Work described in the Contract Documents as an Alternate Bid that will be added to or deducted from the Base Bid and the Contractor's responsibility only if the City accepts the Bid Alternate.
- F. Bid Forms: The City-prescribed forms which the Bidder shall complete and use to submit a Bid. The Bid Forms include: (1) Bidder's Proposal; (2) Schedule of Bid Prices; (3) Incumbency Certificate; (4) Bid Bond; (5) Bidder's Statement of Qualifications; (6) Experience Form; (7) Trades Experience Form; (8) Contractor Safety Questionnaire; (9) Designation of Subcontractors; (10) Affidavit of Non-Collusion; (11) Insurance Requirements Affidavit; and (12) forms included in the Specification required by the type of project funding (e.g. federal, ARRA, HUD, etc.).
- G. Bidder. The individual, partnership, firm, corporation, joint venture or other legal entity submitting a bid on these Contract Documents or any part thereof.
- H. Bidding Documents. Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of: (1) Notice Inviting Bids; (2) Instructions to Bidders; and (3) Bid Forms. The proposed Contract Documents consist of: (1) the Bidding Requirements; (2) the Construction Contract Between City and Contractor; (3) the Conditions of the Contract (General, Supplementary, and Special, if applicable); (4) all Exhibits to the Contract; (5) the Drawings; (6) the Specifications; (7) all Addenda issued prior to the execution of the Construction Contract; (8) all Modifications issued after the execution of the Construction Contract; and (9) Governmental Approvals, if any, including but not limited to, permits.

- I. Change Order. A Change Order is a written document prepared by the City reflecting the agreement between the City and Contractor for: a change in the terms or conditions of the Contract, if any; a specific Scope Change in the Work; the amount of the adjustment, if any, in the Contract Sum; and the extent of the adjustment, if any, in the Contract Time.
- J. Change Order Request (COR). A Change Order Request is a written document originated by the Contractor, which describes an instruction issued by the City after the effective date of the Contract, which Contractor believes to be a scope change that may result in changes to the Contract Sum or Contract Time or, which describes the need for or desirability of a change in the Work proposed by Contractor.
- K. City or Owner. The City of Vernon, California, acting through its City Council or other City officials authorized to act for the City, acting in its proprietary rather than regulatory capacity in connection with the Project.
- L. Construction Change Directive. A written order prepared and signed by the City directing a change in Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both.
- M. Contract Documents. The Contract Documents are enumerated in the Construction Contract between City and Contractor and consist of: (1) the Bidding Requirements; (2) the Construction Contract; (3) the Conditions of the Contract (General, Supplementary, and Special, if applicable); (4) all Exhibits to the Contract; (5) the Drawings; (6) the Specifications; (7) all Addenda issued prior to the execution of the Contract; (8) all Modifications issued after the execution of the Contract; and (9) Governmental Approvals, including, but not limited to, permits. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.
- N. Contract. The Contract Documents form the Contract for Construction. The Contract Represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified on by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor. There shall be no third party beneficiaries of the Contract Documents.
- O. Contract Sum. The total amount of compensation stated in the Construction Contract that is payable to Contractor for the complete performance of the Work in accordance with the Contract Documents.
- P. Contract Time. The total number of days set forth in the Construction Contract within which Substantial Completion of the Work must be achieved beginning with the Date of Commencement established in the Notice to Proceed, subject to adjustments in accordance with the terms of the Contract Documents. The Contract Time for Contractor's performance of the Work is measured in calendar days (not work days).
- Q. Contractor. The individual, partnership, firm, corporation, joint venture or other legal entity with whom the Contract is made by City, or the agent or legal representative who may be appointed to represent such individual, partnership, firm, corporation, joint venture or other legal entity in the execution of the Contract as general contractor for construction of the Work.

- R. Correction Period. Correction Period is synonymous with the terms of the correction guarantee period used in the Contract Documents.
- S. Date of Commencement. The date for commencement of the Work fixed by City in a Notice to Proceed to Contractor.
- T. Day. The terms "day" or "days" mean calendar days unless otherwise specifically designated in the Contract Documents. The term "Work Day" or "Working Day" shall mean any calendar day except Saturdays, Sundays and City-recognized legal holidays. City Holidays are as follows:
1. January 1st - New Year's Day
  2. The 3rd Monday in January – Martin Luther King, Jr. Day
  3. The 3rd Monday in February – Presidents Day
  4. March 31st – Cesar Chavez Day
  5. The last Monday in May – Memorial Day
  6. July 4th – Independence Day
  7. The first Monday in September – Labor Day
  8. The second Monday in October – Columbus Day
  9. November 11th – Veterans Day
  10. The 4th Thursday in November – Thanksgiving Day
  11. December 24th – Christmas Eve
  12. December 25th – Christmas Day
  13. December 31st – New Year's Eve
- U. Director. The General Manager of the Public Utilities Department of the City of Vernon or his/her duly appointed representative.
- V. Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
- W. Extra Work. New or unforeseen work will be classified as Extra Work when determined by the City that the work is not described in, or reasonably inferable from, the Contract Documents, the work is not covered by any Bid line item or Allowance, and the work causes Contractor to incur additional and unforeseen costs.
- X. Field Directive. See, "Work Directive."
- Y. Final Completion. Final Completion is the stage of performance of the Work when (1) all Work required by the Contract Documents has been fully completed in compliance with the Contract Documents and all applicable laws including, but not limited to, correction or completion of all punch list items noted by City upon Substantial Completion; (2) Contractor has delivered to City an Application for Final Payment and all closeout documentation required by the Contract Documents; and (3) documentation of all final Governmental Approvals has been submitted to City including, but not limited to a final Certificate of Occupancy or equivalent Building Department sign-off has been issued covering the entire Project site without exception or conditions.
- Z. Force Majeure. "Force Majeure" includes but is not limited to declared or undeclared war, sabotage, insurrection, riot, or other acts of civil disobedience, labor disputes, fires, explosions, floods, earthquakes or other acts of God.
- AA. Fragnet. The sequence of new activities that are proposed to be added to an existing schedule.

- BB. Governmental Approval. Any approval, authorization, inspection, certification, consent, exemption, filing, permit, registration, plan check, ruling or similar authorization required by any federal, state or local law, regulation or procedures in order for Contractor to perform the Work.
- CC. Guarantee. Assurance to City by Contractor or product manufacturer or other specified party, as guarantor, that the specified warranty will be fulfilled by the guarantor in the event of default by the warrantor.
- DD. Modification. A Modification is: (1) a written amendment to Contract signed by both parties; (2) a Change Order; or (3) a Construction Change Directive.
- EE. Notice to Proceed. The Notice to Proceed is a document issued by the City fixing the date for Commencement for the Work.
- FF. Parties. The City and Contractor may be referred to in the Contract Documents from time to time as the Parties.
- GG. Permit Fees. The actual direct costs paid by Contractor for Governmental Approvals and Utility Fees.
- HH. Permit Fees Reimbursement. A payment made to the Contractor by the City in addition to the Contract Sum to compensate Contractor for the actual direct cost of all Permit Fees.
- II. Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the City or by separate contractors.
- JJ. Project Manual/Contract Package. The volumes of Contract Documents and reference documents assembled for the Work made available to Bidders.
- KK. Record Documents. The Drawings, Specifications, addenda, requests for information, bulletins, Change Orders and other modifications to the Contract Documents, approved shop drawings, product data, samples, mock-ups, permits, inspection reports, test results, daily logs, schedules, subcontracts, and purchase orders. Records Documents shall include a set of "As-Built" Drawings and Specifications, which shall be continuously updated during the prosecution of the Work.
- LL. Site. The physical area designated in the Contract Documents for Contractor's performance of the Work.
- MM. Specifications. The Specifications are the volume(s) assembled for the Work that includes, without limitation, the Bidding Documents, the Construction Contract and Exhibits, the General Conditions, Supplementary and/or Special Conditions, if any, the "GREENBOOK" STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (2018 Edition), the Standard Plans for Public Works Construction (2012 Edition), State of California, Department of Transportation Standard Plans and Standard Specifications (2018 Edition), and the City of Vernon Standard Plans.
- NN. Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards, and workmanship for the Work and performance of related services, including, but not limited to, the Project Technical Specifications, Standard Specifications, if any, and any applicable Trade Association Specifications.
- OO. Substantial Completion. Substantial Completion is defined to mean the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents as

determined by the City so that the City can occupy and utilize the Work for its intended use and as further defined in the Contract Documents.

- PP. Unilateral Change Order. See "Work Directive."
- QQ. Utility Fees. The fees charged by any public, private, cooperative, municipal and/or government line, facility or system used for the carriage, transmission and/or distribution of cable television, electric power, telephone, water, gas, oil, petroleum, steam, chemicals, sewage, storm water or similar commodity including, but not limited to fees for temporary utilities and refuse hauling.
- RR. Warranty. Assurance to City by contractor, installer, supplier, manufacturer or other party responsible as warrantor, for the quantity, quality, performance and other representations of a product, system service of the Work.
- SS. Work. The term "Work" means the construction and other services required by, and reasonably inferable from the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.
- TT. Work Directive. A Work Directive is a unilateral written order issued by the City directing Contractor to continue performance of the Work or to perform a disputed change in the Work prior to agreement or adjustment, if any, in the Contract Sum, Contract Time, or both.

## 1.02 REPRESENTATIVES

- A. The Director shall be the representative of the City and, except as otherwise expressly provided herein, shall make all decisions and interpretations to be made by the City under the provisions of the Contract Documents.
- B. The Contractor shall at all times be represented on the Work in person or by a duly designated agent. Instructions and information given by the Director to the Contractor's agent on the Work shall be considered as having been given to the Contractor.

## 1.03 PERMITS, INSPECTIONS, PLAN CHECKS, AND SIMILAR GOVERNMENTAL APPROVALS AND UTILITIES

- A. Except as otherwise provided in the Notice Inviting Bids, the Contractor shall apply for, obtain, and pay for all permits including, but not limited to, building or structure permits, plumbing system permits, mechanical system permits, electrical system permits, structural system permits, demolition permits, excavation permits, street use permits, driveway permits, sidewalk, curb, sewer, gutter, crosswalk, paving or other street work grading permits, street/utility use permits, OSHA permits, fire sprinkler permits, fence permits, blasting permits, landscaping/irrigation permits, and permits to demolish, remove, or make major alterations to any designated historic resource; inspections; and plan checks obtained after the Date of Commencement of the Work. The Notice Inviting Bids contains a list of permits and other Governmental Approvals and Utility Fees obtained and paid for by the City prior to the Date of Commencement; Contractor is responsible for obtaining all Governmental Approvals and Utility Fees not listed in the Notice Inviting Bids.
- B. The City will reimburse Contractor monthly for the documented actual direct cost paid to governmental agencies or utilities for all Permit Fees according to the payment provisions of the Contract Documents after submission to the City of the Contractor's and/or Subcontractors' original receipts from the governmental entities or utilities ("Permit Fee Reimbursement"). Contractor shall deliver the original



receipt to the City's Project Manager with each permit. All Permit Fees shall be separately itemized in each Application for Payment and copies of the receipt(s) and permit(s) must be attached. The Base Bid sum / Contract Sum shall include the cost of administration and coordination for all Governmental Approvals and Utility Fees.

- C. All documents evidencing Contractor's satisfaction with all Governmental Approvals and Utility Fees must be submitted to the City prior to submission of the Application for Final Payment.
- D. Where requirements of the Governmental Approvals differ from those of the Drawings and Specifications, the more stringent requirements shall apply.
- E. Unless otherwise specified in the Contract Documents, Contractor shall be responsible for payments of all Utility Fees from the Date of Commencement until City's Final Acceptance of the Work.

#### 1.04 LICENSES

The Contractor shall apply for, obtain, and pay for all licenses required by governing authorities for the Work. Contractor shall apply for a no-fee City of Vernon business license.

#### 1.05 ALLOWANCES

- A. Contractor shall include in the Contract Sum and Schedule of Values for Payment, the City's estimated cost established for each Work item covered by an Allowance stated in the Contract Documents. See Paragraph 1.01 for definition of Allowance.
- B. The line item cost estimate established by the City for Work covered by an Allowance includes the cost to Contractor of: all materials and equipment, preparation of submittals; labor; transportation; delivery; handling; installation; supervision; overhead; profit; licenses; bonds; insurance; all sales, use and other taxes legally chargeable; and all other costs and expenses incidental to such Work.
- C. Work items covered by Allowances shall be supplied with such materials and equipment and for such prices approved in advance by City. Contractor shall notify and request City's approval of material equipment, and pricing information for Work covered by an Allowance before ordering the material or equipment and in sufficient time to avoid delay to the Work. City shall provide approval of materials, equipment, and prices with reasonable promptness. The material, equipment, and pricing information submitted by the Contractor to the City's Project Manager shall, at a minimum, include product data and detailed costs of material, equipment, and labor to complete such Work, itemized by costs incurred by Contractor and each subcontractor associated with the performance of such Work. Contractor shall not order materials or equipment or proceed with Work covered by an Allowance until the material, equipment, and pricing information for such Work items have been submitted to the City's Project Representative for review and the Contractor has received City's approval to proceed with a Work item covered by an Allowance.
- D. All expenditures for Allowance Work shall be separately itemized in each Application for Payment.
- E. To the extent that the cost of Work items covered by an Allowance is less than the Allowance cost estimate established by the City, the Contract Sum shall be reduced by Change Order or Construction Change Directive to reflect the actual cost of the Allowance item. Similarly, to the extent the cost of Work items covered by an Allowance is greater than the Allowance cost estimate, the Contract Sum shall be increased by Change Order or Construction Change Directive to reflect the actual cost of the Allowance item. If Work items covered by an Allowance are not performed or the City deletes such items from the Scope of Work, the Contract Sum shall be reduced by Change Order or Construction

Change Directive to deduct the Cost of the unused Allowance item.

1.06 WAIVER

A waiver by City of any breach of any term, covenant, or condition contained in the Contract Documents shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained therein, whether of the same or a different character.

1.07 DATA TO BE FURNISHED BY THE CONTRACTOR

The Contractor shall furnish the Director with such information as the Director may desire respecting the character of the materials and the progress and manner of the Work, including all information necessary to determine the Contractor's costs, such as the number of persons employed, their pay, the time during which they worked on the various classes of construction, and other pertinent data.

1.08 CONTRACT DRAWINGS

The City will accept no responsibility for errors resulting from misinterpretation or scaling of the Drawings.

1.09 SPECIFICATIONS AND DRAWINGS

- A. The Contractor shall keep on the Work Site a copy of all Specifications, Drawings, and Change Orders pertaining to the Work and shall at all times give the Director access thereto. Anything mentioned in the Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Specifications shall be of like effect as though shown or mentioned in both.
- B. In general, the Drawings will show dimensions, positions, and kind of construction; and the Specifications will define materials, quality, and standards. Any Work not particularly detailed, marked or specified, shall be the same as similar parts that are detailed, marked or specified.
- C. The Drawings shall not be scaled to determine dimensions, and in all cases shall be calculated from figures shown on the Drawings. Any discrepancies between scale and figured dimensions, not marked "not to scale," must be brought to the Director's attention before proceeding with the Work affected by the discrepancy.
- D. Omissions from the Drawings and/or Specifications shall not relieve the Contractor from the responsibility of furnishing, making, or installing all items required by law or code, or usually furnished, made or installed in a project of the scope and general character indicated by the Drawings and Specifications.
- E. For convenience, the Drawings and Specifications may be arranged in various trade subparagraphs, but such segregation shall not be considered as limiting the Work of any subcontract or trade. The Contractor shall be solely responsible for all subcontract arrangements of the Work regardless of the location or provision in the Drawings and Specifications.
- F. The City will furnish free of charge to the Contractor, a maximum of six (6) sets of Contract Drawings and Specifications. The Contractor shall pay for the costs of any additional sets or portions thereof. The Contractor shall be responsible to see that all sets are the same as the up-to-date approved set.

## 1.10 PRECEDENCE OF CONTRACT DOCUMENTS

- A. In the event of conflict between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the following order of precedence:
1. Governmental Approvals including, but not limited to, permits required for the Work
  2. Modifications issued after execution of the Contract (including modifications to Drawings and Specifications)
  3. The Contract, including all exhibits, attachments, appendices and Addenda, with later Addenda having precedence over earlier Addenda
  4. Special Conditions, if any
  5. General Conditions
  6. Specifications
  7. Drawings
  8. Bidding Requirements
- B. With reference to the Drawings, the order of precedence is as follows:
1. Change Order Drawings
  2. Addenda Drawings
  3. Contract Drawings
  4. Project Drawings
  5. Standard Drawings
  6. Detail Drawings
  7. General Drawings
  8. Figures
  9. Scaled dimensions
- C. Within the Specifications, the order of precedence is as follows:
1. Change Orders
  2. Special Conditions

3. Project Technical Specifications
4. Standard Specifications, if any
5. Applicable Trade Association Specifications

#### 1.11 NOTICE OF CONFLICTS

If the Contractor, in the course of the Work, becomes aware of any claimed conflicts, errors or omissions in the Contract Documents or in the City's fieldwork or work of City's separate contractors, the Contractor shall immediately notify the Director in writing. The Director shall promptly review the matter, and if the Director finds a conflict, error or omission, the Director shall determine the corrective actions and advise the Contractor accordingly. If the correction associated with a conflict, error or omission increases or decreases the amount of Work called for in the Contract, the City shall issue an appropriate Change Order in accordance with the Contract Documents. After discovery of an error or omission by the Contractor, any related additional work performed by the Contractor shall be done at the Contractor's risk unless authorized by the Director.

#### 1.12 REPORTS

A. Daily Construction Reports: The Contractor shall prepare a daily construction report recording the following information concerning events at Project site:

1. List of Subcontractors at Project site.
2. List of other contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
7. Accidents.
8. Meetings and significant decisions.
9. Unusual events.
10. Stoppages, delays, shortages, and losses.
11. Meter readings and similar recordings.
12. Emergency procedures.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Construction Change Directives received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial completions and occupancies.
19. Substantial Completions authorized.
20. List of visitors to Project Site.
21. List of personnel at Project Site including names and job classifications.
22. Description of Work for the day including locations, quantities and related bid items.

Immediately upon discovery of a difference between field conditions and the Contract Documents, the Contractor shall prepare and submit a detailed report through a Request for Information (RFI). Include a detailed description of the differing conditions, together with recommendations for a remedy.

The Daily Construction Report must be: signed by Contractor's Superintendent, submitted within 24 hours (next Working Day) to the Director, and shall be made available to others as directed by City.

1.13 LINES, GRADES, AND MEASUREMENTS

- A. All lines and grades will be established by the Contractor. The Contractors shall carefully preserve all survey stakes and reference points as far as possible. Should any stakes or points be removed or destroyed unnecessarily by any act of the Contractor or his/her employees, they must be reset to the satisfaction of the Director, at the Contractor's expense.
- B. The Contractor shall inform the Director 48 hours (two Work Days) in advance of the times and places at which he/she intends to Work in order that inspection may be provided, and that necessary measurements for records and payments may be made with minimum inconvenience.
- C. No direct payment will be made for the cost to the Contractor of any of the Work or delay occasioned by giving lines and grades, by making other necessary measurements, or by inspection.

1.14 RIGHT OF WAY

- A. The site for the installation of equipment or the right of way for the Work to be constructed under this Contract will be provided by the City.
- B. The City will provide the appropriate rights of way and property for pipelines and structures. Upon approval by the Director, the Contractor may, without cost, use portions of any of the City's rights of way or property which may be suitable for working space and for storage of equipment and materials. The Contractor will be held responsible for any damage to structures, streets, and roads, trees and landscaping, and for any damage that may result from his/her use of City property.
- C. In case areas additional to those available on the City's rights of way or property are required by the Contractor for his/her operations, he/she shall make arrangements with the property owners for the use of such additional areas at his/her own expense.

1.15 CONTRACTOR'S OPERATIONS/STORAGE YARD

In the event the Contractor requires space for the storage and/or staging of construction materials, supplies, equipment, stockpiling of debris, or any other needs required for construction operations, he/she shall acquire at his/her own expense such areas as he/she may desire. For this project, the City has set a space available at 2800 South Soto Street. For properties within the City of Vernon, the staging area must be enclosed at Contractor's expense with construction fencing covered with a mesh screen to limit visibility to the site. Private property used for storage of construction material or debris shall be restored to a legal condition with regard to appearance and maintenance upon conclusion of the project. Property should be graded and free of weeds and debris when project is completed.

[END OF ARTICLE]



## **ARTICLE 2 - PERFORMANCE OF THE WORK**

### **2.01 PERFORMANCE OF WORK - GENERAL**

Contractor shall, at its own cost and expense, furnish all necessary materials, labor, transportation, and equipment for doing and performing said Work and the materials used shall comply with the requirements of the Contract Documents. All Work shall be performed and completed as required in the Contract Documents, and subject to the approval of the Director, or his/her designated assistant.

### **2.02 NO ASSIGNMENT OR DELEGATION**

Contractor shall not assign or delegate the duties or obligations under this Contract or his/her interest therein in whole or in part without the prior written consent of the City which may be withheld at the City's sole discretion.

### **2.03 STANDARD OF PERFORMANCE**

Contractor agrees that all services performed hereunder shall be provided in a manner commensurate with the highest professional standards and shall be performed by qualified and experienced personnel; that any Work performed by Contractor under the Contract will be performed in the best manner; that any material furnished shall be subject to the approval of the Director; and that both Work and materials will meet fully the requirements of the Contract Documents. Any work deemed unacceptable by the Director, whether a cause is determined or not shall be repaired or replaced by Contractor at Contractor's expense.

The Contractor shall be responsible for the final product and shall make any quality control, adjustments and corrections necessary to obtain the final product accepted by the City Engineer. The Contractor shall perform process and quality control sampling and testing and exercise management control the work of his/her subcontractors, technicians and workers to ensure that the milling, transporting, recycling, spreading, compaction, and finishing processes conform to these Specifications. The proficiency of testing laboratories and sampling and testing personnel shall be reviewed and approved by the City Engineer prior to providing services to the project. The City Engineer shall have unrestricted access to the laboratory, sampling, testing sites, and all information resulting from mix design and quality control activities. All Quality Control testing results shall be submitted to the City Engineer on a daily basis.

### **2.04 DEFECTIVE WORK**

Within the time periods that the City specifies, the Contractor shall correct all deficient, improperly executed, or unsatisfactory Work determined by the City.

The Contractor shall remove and shall repair or replace, at his/her own expense any part of the Work that is deficient, improperly executed, or unsatisfactorily executed, even though it has been included in the monthly estimates. If he/she refuses or neglects to remove, repair, or replace such defective Work, prior to the City's acceptance of the Work, it may be replaced by the City at the expense of the Contractor, plus 15% for overhead expenses, and his/her sureties shall be liable therefor. (See Paragraph 2.15 for curing defects after acceptance of the Work.)

### **2.05 CITY'S RIGHT TO CARRY OUT THE WORK**

A. Notwithstanding other remedies available to the City, if the Contractor defaults, fails to perform Work required by the Contract Documents, or otherwise neglects to carry out the Work in accordance with the Contract Documents and fails within a 48 hour period after receipt of written notice from the City to commence and correct such default, failure to perform, or neglect with diligence and promptness, the

City, at its sole discretion and without obligation, may, with its own or outside forces, perform the Work Contractor has failed to perform and/or replace or correct deficiencies in the Work. In such case, a Change Order or Construction Change Directive shall be issued deducting from payments then or thereafter due to the Contractor the cost of completion, replacement or correction of such deficiencies, including compensation for additional services by the City's project management staff, the Architect, and their respective consultants made necessary by such default, failure to perform, or neglect, plus 15% for City's overhead expenses. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the City immediately. This remedy is cumulative.

- B. The City also has the right, but not the obligation, to self-perform or have outside forces perform portions of the Work previously assigned to Contractor. In such case a Change Order or Construction Change Directive shall be issued, reducing the Contract Sum by the Unit Price(s) applicable to such deleted Work or, in the absence of Unit Prices, an amount that reflects the reasonable cost of performing such deleted Work and the Allowable Mark-Up applicable to such deleted Work.

2.06 COMMUNICATIONS AND NOTICES REGARDING THE WORK

- A. Notices under the Contract Documents shall be in writing and (a) delivered personally, (b) sent by certified mail, return receipt requested, (c) sent by a recognized overnight mail or courier service, with delivery receipt requested, or (d) sent by facsimile communication followed by a hard copy and with receipt confirmed by telephone, to the following addresses (or to such other address as may from time to time be specified in writing by such Person):

All correspondence with Contractor shall be sent to the following address:

A. M. Ortega Construction, Inc.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: A. Maurice Ortega  
Phone: 619-922-7382  
Facsimile: 619-390-1941

All communications shall be copied to City and shall be delivered to City's Director at the address set forth below, with copies to such additional persons as may be directed by City's Director.

City of Vernon  
\_\_\_\_\_  
Public Utilities Department  
\_\_\_\_\_  
4305 Santa Fe Avenue  
\_\_\_\_\_  
Vernon, CA 90058  
\_\_\_\_\_  
  
Attention: Daniel Cordova  
\_\_\_\_\_  
Phone: (323) 583-8811  
\_\_\_\_\_  
Facsimile: (323) 826-1408  
\_\_\_\_\_  
E-mail: Dcordova@ci.vernon.ca.us  
\_\_\_\_\_

- B. Notices shall be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U. S. Postal Service, private carrier or other Person making the delivery. Notwithstanding the foregoing, notices sent by facsimile after 4:00 p.m. Pacific Standard or Daylight Time (as applicable) and all

other notices received after 5:00 p.m. shall be deemed received on the first business day following delivery (that is, in order for a fax to be deemed received on the same day, at least the first page of the fax must have been received before 4:00 p.m.). Any technical or other communications pertaining to the Work shall be conducted by Contractor's Project Manager and technical representatives designated by City. Contractor's representatives shall be available at all reasonable times for consultation, and shall be authorized to act on behalf of Contractor in matters concerning the Work.

- C. Contractor shall copy City on all written correspondence pertaining to the Contract between Contractor and any Person other than Contractor's Subcontractors, consultants and attorneys.
- D. Notification of Affected Residents/Businesses – The Contractor shall be responsible for distribution of the general information letter of the project to all affected residents and businesses. A project general information letter and sufficient copies thereof will be prepared by City staff for Contractor distribution to all residents, business establishments, and institutions fronting on or directly affected by the project.

The Contractor shall be responsible for distribution of said letter in handout form to all the appropriate residences and buildings in the subject area. Distribution shall be accomplished in a manner acceptable to the City Engineer and shall be five (5) working days prior to the beginning of construction operations in the immediate vicinity. In addition to the above, the Contractor shall be fully responsible for such other notifications as may be required related to necessary closures of streets, alleys, driveways, etc., or to unavoidable access or parking restrictions. These notifications shall apply where the closures and access or parking restrictions required in the performance of any work under this contract preclude any resident, tenant, or property owner from utilizing the premises or conducting business thereon in a reasonable and customary manner.

Additional notification to the affected businesses and residents shall be prepared by the City and distributed by the Contractor for roadway and driveway closures five (5) working days in advance of any construction work. No removal or excavation work is allowed until the additional notification has been distributed to the affected residents and businesses.

If a Contractor is unable to adhere to his schedule as indicated on his written notification, then all the affected residents and places of business shall be re-notified of the revised schedule, in writing, as indicated above.

Contractor costs for all of the above notifications shall be considered as included in the appropriate items of the Bid Proposal.

- E. Notification of Utilities – The provisions of Section 5 entitled "Utilities" of the "Greenbook" Standard Specifications shall apply. The Contractor shall contact the Underground Service Alert of Southern California (U.S.A.) at least two working days in advance of the construction work

## 2.07 INDEPENDENT CONTRACTOR

The Contractor in the performance of the Work hereunder will be acting in an independent capacity and not as an agent, employee, partner, or joint venture of the City.

## 2.08 EMERGENCY WORK

- A. During Working Hours:

In case of an emergency which threatens loss or injury of property, and/or safety of life during working

hours, the Contractor shall act, without previous instructions from the City, as the situation may warrant. He/she shall notify the Director of the emergency and the action taken immediately thereafter. Any compensation claimed by the Contractor, together with substantiating documents in regard to expense, shall be submitted to the Director within 15 calendar days after the emergency. Compensation, if allowed, will be paid for as Extra Work.

B. Outside of Working Hours:

Whenever, in the opinion of the City, there shall arise outside of the regular Working hours on the Contract Work of an emergency nature which threatens loss or injury of property, or danger to public safety, the Contractor shall act, without previous instructions from the City as the situation may warrant. He/she shall notify the Director of the emergency and the action taken immediately thereafter. Any compensation claimed by the Contractor, together with substantiating documents in regard to expense, shall be submitted to the Director within 15 calendar days after the emergency. Compensation, if allowed, will be paid for as Extra Work. In the event the Contractor is not able to respond to an emergency outside of regular working hours, the City's forces will handle such emergency Work. If such emergency arises out of or is the result of operations by the Contractor, the cost of the corrective measures will be billed to the Contractor and deducted from his/her payment as provided in the Contract Documents. The performance of emergency Work by City forces will not relieve the Contractor of any of his/her responsibilities, obligations, or liabilities under the Contract.

2.09 SUBCONTRACTORS

- A. Each subcontract shall contain a reference to the Contract between the City and the principal Contractor, and the terms of the Contract and all parts thereof shall be made part of each subcontract insofar as applicable to the Work covered thereby. If, in the Director's opinion, the Subcontractor fails to comply with the requirements of the principal Contract insofar as the same may be applicable to the Subcontractor's Work, the Director may disqualify the Subcontractor.
- B. Nothing contained in these Contract Documents shall be construed as creating any contractual relationship between any Subcontractor and the City.
- C. The Contractor shall be considered the employer of the Subcontractors and shall be fully responsible to the City for the acts and omissions of Subcontractors and of persons employed by them as the Contractor is for the acts and omissions of persons directly employed by him/her.
- D. The Contractor shall be responsible for the coordination of the trades, Subcontractors, and material suppliers engaged upon the Work. It shall be the Contractor's duty to see that all of his/her Subcontractors commence their Work at the proper time and carry it on with due diligence so that they do not delay or injure either the Work or materials; and that all damage caused by them or their workers is made good at his/her expense.
- E. The City will not undertake to settle differences between the Contractor and his/her Subcontractors or between subcontractors.
- F. The Contractor shall utilize the services of specialty Subcontractors, without additional expense to the City, on those parts of the Work which are specified to be performed by specialty contractors.

2.10 USE OF FACILITIES PRIOR TO COMPLETION OF CONTRACT

- A. Whenever in the opinion of the Director any Work under the Contract, or any portion(s) thereof, is in a condition suitable for use by the City, the City may, after written notice and designation from the

Director to the Contractor, use (which includes, but is not limited to, taking over or placing into service) any portion(s) designated by the Director.

- B. The use of any portion(s) by the City shall not be construed as, and will not constitute acceptance in any sense, of any portion(s) of the Work of the Contractor nor will such use trigger the running of any warranty and/or guarantee periods.
- C. All necessary repairs, renewals, changes, or modifications in the Work or any portion thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship, the operations of the Contractor, or any other cause, shall be made at the expense of the Contractor.
- D. The use of any portion(s) by the City shall not relieve the Contractor of any of his/her responsibilities or liabilities under the Contract nor constitute a waiver by the City of any of the conditions thereof. Said use shall not cancel liquidated damages as of the first date of use, or any continuance thereof, nor impair, reduce, or change the amount of liquidated damages.

#### 2.11 COOPERATION WITH OTHER WORK FORCES

- A. The City reserves the right to perform other Work at or near the site at any time by the use of its own forces or other contractors.
- B. Other contractors, other utilities and public agencies or their contractors, other City contractors, and City personnel may be working in the vicinity during the project construction period. There may be some interference between these activities and the Work under the Contract Documents. The Contractor shall cooperate and coordinate his/her Work with that of other Work forces to assure timely Contract completion.

#### 2.12 AGREEMENTS WITH PROPERTY OWNERS

Agreements with property owners for storing excavated material, storing any other materials, or for any other purpose related to the Work shall be made in writing and a copy submitted to the Director for his/her information. All storage charges shall be at the Contractor's sole expense.

#### 2.13 PROTECTION OF PROPERTY

All public and private property, pavement or improvement, shall be safely guarded from damage or loss in connection with this Contract by the Contractor at all times. Should any facility, structure, or property be damaged during operations of the Contractor, he/she shall immediately notify the property owners or authorities. All damages and losses incurred shall be paid by the Contractor.

#### 2.14 CONTRACTOR'S RESPONSIBILITIES FOR LOSSES OR LIABILITIES

- A. Risk of Loss

Except as otherwise provided in the Contract Documents and except as to the cost of repair or restoration of damage to the Work caused by force majeure, the Contractor shall bear all losses resulting to him/her on account of the amount or character of the Work, or from any unforeseen obstructions or difficulties which may be encountered, or from any encumbrances on the line of the Work, or because the nature of the ground in or on which the Work is done is different from what is assumed. The Contractor shall bear the risk for any City equipment, material, or supplies with which he/she has been entrusted.



B. Materials and Facilities

The Contractor shall be responsible for materials and facilities as hereinafter provided and in the event of his/her failure to carry out said responsibilities, the same may be carried out by the City at the expense of the Contractor:

1. The Contractor shall be responsible for any materials so furnished and for the care of all Work until its completion and final acceptance, and he/she shall at his/her own expense replace damaged or lost materials and repair damaged parts of the Work.
2. The Contractor shall protect City facilities from damage resulting from his/her Work. City facilities damaged by, or as a result of, the Contractor's Work under this Contract shall be repaired or replaced, as directed by the Director, at the Contractor's expense.
3. The Contractor shall remove from the vicinity of the completed Work all buildings, rubbish, unused material, concrete forms, and other materials belonging or used under his/her direction during construction. If Contractor fails to completely remove such items within a reasonable time the City may do so at the Contractor's expense.

C. Laws and Regulations

1. The Contractor shall obey all laws, ordinances, and regulations in any manner affecting those engaged or employed on the Work, or the materials used in the Work, or in any way affecting the conduct of the Work, and of all court orders and decrees having any jurisdiction or authority over the same. If any discrepancy or inconsistency should be discovered in this Contract, or in the Drawings or Specifications herein referred to, in relation to any such law, ordinance, regulation, order, or decree, he/she shall immediately report the same in writing to the Director.
2. Contractor shall, at all times, cause all his/her agents and employees to observe and comply with all such applicable laws, ordinances, regulations, orders, and decrees in effect or which may become effective before Final Completion of this Contract.
3. Nothing in the Contract Documents shall be construed to permit Work not conforming to such laws, ordinances, and regulations. If the Contractor ascertains at any time that any requirement of this Contract is at variance with such applicable law requirement, he/she shall immediately notify the Director.
4. If such applicable law requirement was not in effect on the date of submission of bids, any necessary adjustment of the Contract price shall be made as provided in Article 6 herein. If such applicable law requirement was in effect on said date of bid submission, no adjustment of Contract price will be considered.
5. The Contractor, at his/her own expense, shall pay all taxes properly assessed against his/her equipment, materials, or property used or required in connection with the Work.

2.15 WARRANTY AND CORRECTIONS

A. Warranty

1. Warranty. The Contractor warrants to the City that: (i) materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents; (ii) the Work will be of good quality and free from defects; (iii) the Work will conform to the requirements of the Contract Documents; and (iv) Contractor will

deliver the Project free of stop notice claims. Work not conforming to these requirements, including substitutions not accepted by the City, will be deemed defective. The Contractor's warranty excludes improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the correction obligation of Paragraph 2.04 herein.

2. Overlap. Where any warranties provided under the Contract Documents overlap, conflict, or are duplicative, Contractor will be bound by the more stringent requirements.
3. Procurement and Assignment of Warranties: Contractor shall obtain in the name of City, or transfer or assign to City or City's designee prior to the time of Final Completion of the Work, any and all warranties or guarantees which Contractor is required to obtain pursuant to the contract Documents and which Contractor obtained from any other person or entity other than Contractor including, but not limited to, Subcontractors and manufacturers, and further agrees to perform the Work in such a manner so as to preserve any and all such warranties. Contractor shall secure written warranties from all Subcontractors. Contractor and its Subcontractors shall offer any warranty upgrades or extensions that are offered by manufacturers of any equipment or system installed in the Work to the City. Contractor shall deliver to City all warranty and guarantee documents and policies.
4. Survival of Warranties: The provisions of this paragraph 2.15 will survive Contractor's completion of the Work or termination of Contractor's performance of the Work.

B. Correction of Work

1. Before or After Final Completion. The Contractor shall promptly correct Work rejected by the City or City's designee, as failing to conform to the requirements of the Contract Documents, whether discovered before or after Final Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing, inspections, and compensation for the City's services and expenses made necessary thereby, will be at the Contractor's expense within the Contract Price.
2. After Final Completion.
  - (a) In addition to the Contractor's warranty obligations under Paragraph 2.15-A, if, within one (1) year after the date of Final Completion of the Work or within the time period established by any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall commence correction or replacement of such Work within forty-eight (48) hours after receipt of written notice from the City to do so. The Contractor shall perform such corrective work without charge or cost to the City after Final Completion of the Work. The City shall give such notice promptly after discovery of the condition.
  - (b) If the Contractor fails to commence correction or replacement of non-conforming Work within forty-eight (48) hours after receipt of written notice, the City will proceed to have defects repaired or replaced at the expense of the Contractor and its Performance Bond surety, plus fifteen percent (15%) for the City's overhead and administrative expense. The City may charge such costs against any payment due Contractor. If, in the opinion of the City, defective work creates a dangerous or hazardous condition or requires immediate correction or attention to

prevent further loss to the City or to prevent interruption of operations of the City, the City may take immediate action, give notice, make such correction, or provide such attention and the cost of such correction or attention will be charged against the Contractor. Such action by the City will not relieve the Contractor of the warranties provided in this Article or elsewhere in the Contract Documents.

3. Replacement or Removal of Defective or Unauthorized Work. The Contractor shall remove from the Site and replace those portions of the Work which are not in accordance with the requirements of the Contract Documents in a manner acceptable to and as ordered by the Director. No compensation shall be allowed for such removal or replacement. Director shall have authority to cause defective work to be remedied, removed or replaced and to deduct the costs from monies due or to become due to the Contractor.
4. Destruction or Damage. In the event the Contractor destroys or damages any construction of the City or another contractor while correcting or removing Work which is not in accordance with the requirements of these Contract Documents, the Contractor shall bear the cost of repairing or reconstructing that other construction as well.
5. No Limitation. Nothing contained in Paragraph 2.15-B will be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the one-year period for correction of Work as described in Paragraph 2.15-B relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the limitations periods established by statute for any construction defect or other causes of action.

## 2.16 CLEANING AND ENVIRONMENTAL CONTROLS

The Contractor, Subcontractors and employees shall comply with all litter and pollution laws and it shall be the responsibility of the Contractor to ensure compliance. The Contractor shall do all of the following:

- A. Maintain the Site free of waste materials, debris, and rubbish and in a clean and orderly condition; and Remove waste materials, debris and rubbish from site and dispose off-site legally.
- B. The Contractor shall maintain at his/her disposal any and all equipment necessary to prevent and remediate any sanitary sewer overflow arising out of the Work. The Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles, as directed by the Director, to maintain the affected areas in a condition of cleanliness acceptable to the City at all locations affected by the Contractor's operations. For purposes of this Paragraph, the affected areas include the project Site as well as all haul routes to and from the project Site and all areas of construction and restoration which have not been completed.
- C. The Contractor shall take appropriate action to ensure that no dust originates from the project Site.
- D. Any equipment or vehicles driven and/or operated within or adjacent to a street gutter, storm drain, runoff conveyance or ocean shall be checked and maintained daily to prevent leaks of materials that if introduced to water could be deleterious to aquatic life.
- E. No debris, soil, silt, sand, bark, trash, sawdust, rubbish, cement or concrete or washings thereof, oil or petroleum products or other organic or earthen material from any construction, or associated activity or whatever nature shall be allowed to enter into or placed where same may be washed by rainfall or runoff into waters of the State. When operations are completed, any excess materials or debris shall be removed from the Work area.

## 2.17 WATER POLLUTION CONTROL

- A. The Contractor shall meet all applicable City of Vernon, state and federal clean water laws, rules and regulations including but not limited to all conditions set forth in the Vernon Municipal Code Chapter 21, Article 5 regarding stormwater and urban runoff controls as it relates to public agency activities including, but not limited to storm and/or sanitary sewer system inspection and repair, street sweeping, trash pick-up and disposal, and street and right-of-way construction and repair are required to implement and maintain the activity specific Best Management Practices (BMPs) listed in Table 2-1 below in compliance with the National Pollutant Discharge Elimination System (NPDES) requirements. Contractor shall not discharge any water containing trash, debris, pollutants, fuels, oils, soaps or other non-allowable constituents from its sweeping vehicles upon any city street, to any storm drain or any non-permitted outlet. As part of its submission, contractor shall describe its methods for preventing NPDES violations during sweeping operations within the City. In addition, Contractor shall comply with all NPDES requirements at its maintenance facilities, storage yards and company facilities. Failure to comply with this section may result in termination for cause by the City of any contract resulting from this solicitation.

Table 2-1. BMPs for Public Agency Facilities and Activities

General and Activity Specific BMPs	
General BMPs	Scheduling and Planning
	Spill Prevention and Control
	Sanitary/Septic Waste Management
	Material Use
	Safer Alternative Products
	Vehicle/Equipment Cleaning, Fueling and Maintenance
	Illicit Connection Detection, Reporting and Removal
	Illegal Spill Discharge Control
	Maintenance Facility Housekeeping Practices
Flexible Pavement	Asphalt Cement Crack and Joint Grinding/ Sealing
	Asphalt Paving
	Structural Pavement Failure (Digouts) Pavement Grinding and Paving
	Emergency Pothole Repairs
	Sealing Operations
Rigid Pavement	Portland Cement Crack and Joint Sealing
	Mudjacking and Drilling
	Concrete Slab and Spall Repair
Slope/Drains/Vegetation	Shoulder Grading
	Nonlandscaped Chemical Vegetation Control
	Nonlandscaped Mechanical Vegetation Control/Mowing
	Nonlandscaped Tree and Shrub Pruning, Brush Chipping, Tree and Shrub Removal
	Fence Repair
	Drainage Ditch and Channel Maintenance
	Drain and Culvert Maintenance
	Curb and Sidewalk Repair
Litter/ Debris/ Graffiti	Sweeping Operations

	Litter and Debris Removal
	Emergency Response and Cleanup Practices
	Graffiti Removal
Landscaping	Chemical Vegetation Control
	Manual Vegetation Control
	Landscaped Mechanical Vegetation Control/ Mowing
	Landscaped Tree and Shrub Pruning, Brush Chipping, Tree and Shrub Removal
	Irrigation Line Repairs
	Irrigation (Watering), Potable and Nonpotable
Environmental	Storm Drain Stenciling
	Roadside Slope Inspection
	Roadside Stabilization
	Stormwater Treatment Devices
	Traction Sand Trap Devices
Bridges	Welding and Grinding
	Sandblasting, Wet Blast with Sand Injection and Hydroblasting
	Painting
	Bridge Repairs
Other Structures	Pump Station Cleaning
	Tube and Tunnel Maintenance and Repair
	Tow Truck Operations
	Toll Booth Lane Scrubbing Operations
Electrical	Sawcutting for Loop Installation
Traffic Guidance	Thermoplastic Striping and Marking
	Paint Striping and Marking
	Raised/ Recessed Pavement Marker Application and Removal
	Sign Repair and Maintenance
	Median Barrier and Guard Rail Repair
	Emergency Vehicle Energy Attenuation Repair
Storm Maintenance	Minor Slides and Slipouts Cleanup/ Repair
Management and Support	Building and Grounds Maintenance
	Storage of Hazardous Materials (Working Stock)
	Material Storage Control (Hazardous Waste)
	Outdoor Storage of Raw Materials
	Vehicle and Equipment Fueling
	Vehicle and Equipment Cleaning
	Vehicle and Equipment Maintenance and Repair
	Aboveground and Underground Tank Leak and Spill Control



B. Water Quality Protection Requirements for Construction Projects with Less than One (1) Acre of Disturbed Soil.

All construction projects, regardless of size, will be required to implement best management practices (BMPs) necessary to reduce pollutants to the Maximum Extent Practicable (MEP) to meet the minimum water quality protection requirements and implement all applicable set of BMPs as defined in Table 2-2.

Table 2-2 Minimum Water Quality Protection Requirements and Applicable Set of BMPs for All Construction Projects		
Category	Minimum Requirements	BMPs
1. Sediment Control	Sediments generated on the project site shall be retained using adequate Treatment Control or Structural BMPs.	Sediment Control
2. Non-Stormwater Management, Waste Management and Materials Pollution Control	Construction-related materials, wastes, spills or residues shall be retained at the project site to avoid discharge to streets, drainage facilities, receiving waters, or adjacent properties by wind or runoff. Non-storm water runoff from equipment and vehicle washing and any other activity shall be contained at the project sites.	Stormwater Management; Waste Management
3. Erosion Control	Erosion from slopes and channels shall be controlled by implementing an effective combination of BMPs, such as the limiting of grading scheduled during the wet season; inspecting graded areas during rain events; planting and maintenance of vegetation on slopes; and covering erosion susceptible slopes.	Erosion Control

Please refer to the California Stormwater Quality Association's Construction Handbook (available on their website: [www.cabmphandbooks.com](http://www.cabmphandbooks.com)) for further information regarding the BMPs listed in Table 2-2.

All construction projects with Less than One (1) Acre of Disturbed Soil shall submit to the City a signed Statement of Intent to Comply with Minimum Requirements of the Stormwater Permit (Exhibit 5).

The Contractor may self-certify that the following training was completed on an annual basis providing they certify they have received all applicable training:

- The Contractor shall train all of their employees in targeted positions (whose interactions, jobs, and activities affect stormwater quality) on the requirements of the overall stormwater management program.
- When the Work includes the use or have the potential to use pesticides or fertilizers, the Contractor shall train all of their employees (whether or not they normally apply pesticides or fertilizers as part of their work). Training programs shall address:
  - 1) The potential for pesticide-related surface water toxicity
  - 2) Proper use, handling, and disposal of pesticides

3) Least toxic methods of pest prevention and control, including Integrated Pest Management

4) Reduction of pesticide use

- C. Water Quality Protection Requirements for Construction Projects with One (1) Acre (or greater) of Disturbed Soil. In addition to the minimum BMPs required in Paragraphs A and B, all construction projects where at least one (1) acre of soil will be disturbed, construction activity that results in land surface disturbances of less than one acre if the activity is part of a larger common plan of development, or the sale of one or more acres of disturbed land surface requires a Construction Activities Storm Water General Permit (2009-0009-DWQ Permit).

Prior to commencement of construction activities, the Permit Registration Documents (PRDs) must be submitted electronically in the Storm Water Multi-Application Report Tracking System (SMARTS) (<http://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.jsp>). PRDs consist of the Notice of Intent, Risk Assessment, Post-Construction Calculations, a Site Map, the Storm Water Pollution Prevention Plan (SWPPP), a signed certification statement by the Legally Responsible Person (LRP), and the first annual fee.

See: [http://www.swrcb.ca.gov/water\\_issues/programs/stormwater/construction.shtml](http://www.swrcb.ca.gov/water_issues/programs/stormwater/construction.shtml) for more information. A Waste Discharger Identification (WDID) will be emailed to the LRP after the PRDs have been submitted and are deemed complete. Construction activities cannot begin until a WDID is issued by the State Water Resources Control Board. Contractor shall bear the costs of any delays to the Project caused by a delay in obtaining its WDID.

The SWPPP shall include:

1. The name, location, period of construction, and a brief description of the project;
2. Contact information for the owner and contractor;
3. The building permit number for the project;
4. The grading permit number for the project (where applicable);
5. A list of major construction materials, wastes, and activities at the project site;
6. A list of best management practices to be used to control pollutant discharges from major construction materials, wastes, and activities;
7. A site plan (construction plans may be used) indicating the selection of BMPs and their location where appropriate;
8. Non-storm water discharges, their locations, and the BMPs necessary to prevent the discharge;
9. A maintenance and self-inspection schedule of the BMPs to determine the effectiveness and necessary repairs of the BMPs; and
10. A certification statement that all required and selected BMPs will be effectively implemented.

Within seven (7) days after the City awards the Contract, the Contractor shall submit seven (7) copies of the proposed SWPPP to the City. The City shall review the SWPPP within 14 days of receipt of the plan. If revisions are required, the Contractor shall revise and re-submit the document within seven (7) days of its receipt of the City's comments. The City shall then have seven (7) days to consider the revisions made by the Contractor and approve the SWPPP.

The Contractor shall maintain a minimum of two (2) readily accessible copies of the SWPPP at the Project site. The SWPPP shall be made available upon request of a representative of the Los Angeles Regional Water Quality Control Board (LARWQCB) or the U.S. Environmental Protection

Agency (U.S. EPA). Requests by environmental groups and the public shall be directed to the City.

D. Best Management Practices

The objective of the SWPPP is to identify potential sources of pollution that may reasonably affect the quality of storm water discharge associated with construction activities. The plan will describe and ensure the implementation of Best Management Practices (BMPs) which will be used to reduce pollutants in the storm water discharges from the construction site. A Best Management Practice is defined as any program, technology, process, operating method, measure, or device that controls, prevents, removes, or reduces pollution. The Contractor shall select appropriate BMPs from the California Stormwater BMP Handbook, Municipal, Industrial, New Development, and Construction Volumes ([www.cabmphandbooks.com](http://www.cabmphandbooks.com)) in conjunction with all activities and construction operations. Copies of the California Stormwater BMP Handbooks may be obtained from:

California Stormwater Quality Association  
P.O. Box 2313  
Livermore, CA 94551  
[www.cabmphandbooks.com](http://www.cabmphandbooks.com)

Cashier  
Los Angeles County DPW  
900 South Fremont Avenue  
Alhambra, CA 91803  
Tel. No. (626) 458-6959

E. Implementation

The Contractor will be responsible throughout the duration of the Project for the installation, monitoring, inspection and maintenance of the BMPs included in the SWPPP and for removing and disposing of temporary BMPs. The Contractor may be required to implement additional BMPs as a result of changes in actual field conditions, contractor's activities, or construction operations.

The Contractor shall demonstrate the ability and preparedness to fully deploy these SWPPP control measures to protect soil-disturbed areas of the project site before the onset of precipitation and shall maintain a detailed plan for the mobilization of sufficient labor and equipment to fully deploy these control measures.

Throughout the winter season, active soil-disturbed areas of the project site shall be fully protected at the end of each day with these control measures unless fair weather is predicted through the following day. The Contractor shall monitor daily weather forecasts. If precipitation is predicted prior to the end of the following workday, construction scheduling shall be modified, as required, and the Contractor shall deploy functioning control measures prior to the onset of the precipitation.

The City may order the suspension of construction operations which are creating water pollution if the Contractor fails to conform to the requirements of this Paragraph 2.17. Unless otherwise directed by the City, the Contractor's responsibility for SWPPP implementation shall continue throughout any temporary suspension of the Work.

F. Sewage Spill Prevention. The Contractor's attention is directed to the sewer bypass operation required during any sewer construction pursuant to the 2012 edition of the "Greenbook" Standard Specifications for Public Works Construction, Section 500.1.2.4 or as that section is subsequently amended.

The Contractor shall exercise extraordinary care to prevent the cause of events that may lead to a sewage spill. In the event of a sewage spill, the Contractor shall make arrangements for an emergency response unit comprised of emergency response equipment and trained personnel to be immediately dispatched to the project site.

The Contractor shall be fully responsible for preventing and containing sewage spills as well as recovering and properly disposing of raw sewage. In addition, the Contractor is responsible for any fines, penalties and liabilities arising from negligently causing a sewage spill. Any utility that is damaged by the contractor shall be immediately repaired at the Contractor's expense. The Contractor shall take all measures necessary to prevent further damage or service interruption and to contain and clean up the sewage spills.

G. Sewage Spill Telephone Notification

Should a sewage spill occur, the Contractor shall immediately report the incident to both of these two City Departments:

Sewer Maintenance Services ..... City of Vernon Control Center (323) 826-1461  
Fire Department Dispatch Center ..... (323) 262-2111

The Contractor is encouraged to obtain telephone numbers, pager numbers and cellular telephone numbers of City representatives such as Project Managers and Inspectors. However, if these City representatives are not available, then the Contractor shall immediately call:

**Daniel Cordova, Gas Systems Superintendent (323) 204-6383**

H. Sewage Spill Written Notification

The Contractor shall prepare and submit a written report to the Director within three (3) Working Days from the occurrence of a spill to the City. This report shall describe all of the following:

1. The exact location on the Thomas Guide map
2. The nature and volume
3. The date, time and duration
4. The cause
5. The type of remedial and/or cleanup measures taken and date and time implemented
6. The corrective and preventive action taken, and
7. The water body impacted and results of necessary monitoring

I. Enforcement

The City is subject to enforcement actions by the LARWQCB, U.S. EPA, environmental groups and private citizens. The Contractor shall indemnify, defend and hold City, its officers, agents and employees harmless from Contractor's failure to comply and/or fulfill the requirements set forth in this Paragraph 2.17. Contractor shall be responsible for all costs and liabilities imposed by law as result of Contractor's failure to comply and/or fulfill the requirements set forth in this Paragraph 2.17. The costs and liabilities include, but are not limited to fines, penalties and damages whether assessed against the City or the Contractor.

In addition to any remedy authorized by law, any money due to the Contractor under this contract shall be retained by the City until all costs and liabilities imposed by law against the City or Contractor have been satisfied.

J. Maintenance

The Contractor shall ensure the proper implementation and functioning of BMP control measures and shall regularly inspect and maintain the construction site for the BMPs identified in the SWPPP. The Contractor shall identify corrective actions and time frames in order to properly address any damaged measure, or reinstate any BMPs that have been discontinued.

If the City identifies a deficiency in the deployment or functioning of identified control measures, the deficiency shall be corrected by the Contractor immediately or by a later date and time if agreed to by Director and if requested in writing, but not later than the onset of the subsequent precipitation events. The correction of deficiencies shall be at no additional cost to the City.

K. Payment

All costs involved in the implementation of the SWPPP, including furnishing all labor, materials, tools, equipment and all incidentals; and for doing all the work involved in installing, constructing, maintaining, removing, and disposing of control measures, except those that were installed as a part of another structure, shall be included in the unit prices bid for the various related items of work and no additional compensation will be made therefor.

2.18 SOLID WASTE DISPOSAL AND DIVERSION

The Contractor shall submit to the Director the following summary of solid waste generated by the Work, disposed in Class III landfills, or diverted from disposal through recycling. Report disposal in inert fill separately. This form must be accompanied by legible copies of weight tickets, receipts, or invoices that specifically identify the project generating the material. Said documents must be from recyclers and/or disposal site operators that are acceptable to the Director. Further, the documents must be submitted to the Director with each application for progress payment. Failure to submit the form and its supporting documentation will render the application for progress payment incomplete and delay progress payments.



## SUMMARY OF SOLID WASTE DISPOSAL AND DIVERSION

Project Title: \_\_\_\_\_ Specification No. \_\_\_\_\_

Type of Material	(a) Disposed in Class III Landfills	(b) Diverted from Class III Landfills by Recycling	(c) [Leave This Column Blank]	(d) Disposed in Inert Fills
	Tons/CY	Tons/CY	Tons/CY	Tons/CY
Asphalt				
Concrete				
Metal				
Other Segregated Materials (Describe):				
Miscellaneous Construction Waste				
Total				

Form to be submitted to the City

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

### 2.19 RECYCLED, REUSABLE AND RECYCLABLE PRODUCTS

The Contractor is encouraged to propose recycled, reusable and recyclable products for use by the City. Those items should be clearly identified. The City may require further information or documentation to ascertain the suitability/appropriateness of a proposed product.

[END OF ARTICLE]

## **ARTICLE 3 - TIME OF COMMENCEMENT AND COMPLETION**

### **3.01 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK**

#### **A. Notice to Proceed**

The Contractor is not authorized to perform any Work the Contract Documents until he/she has received from the City an official notification to commence Work. The date on which the notification is received by the Contractor is herein referred to as the Notice to Proceed. The Contractor shall commence Work on the Date of Commencement established in the Notice to Proceed is issued. The Notice to Proceed shall be issued after the Contract is properly executed, bonds are furnished and approved, and insurance has been submitted and approved.

#### **B. Prosecution of the Work**

Work shall be continued at all times with such force and equipment as will be sufficient to complete it within the specified time. The Contractor expressly proposes that he/she has taken into consideration and made allowances for all ordinary delays and hindrances to the Work to be performed and that he/she will complete the Work within the specified time.

#### **C. Required Contract Completion**

Time is of the essence in the completion of this Contract. The Work shall be completed in its entirety and made ready for service within eighty (80) calendar days following the Date of Commencement established in the Notice to Proceed ("Contract Time"). By executing the Contract, Contractor confirms that the Contract Time is a reasonable period for performing the Work.

### **3.02 CITY'S DISCRETION TO EXTEND CONTRACT TIME**

In the event the Work required hereunder is not satisfactorily completed in all parts and in compliance with the Contract Documents, City shall have the right, in its sole discretion, to increase the number of Working Days or not, as may seem best to serve the interest of City. A change order extending the Contract Time only will be issued by the City should the City decide to increase the number of Working Days.

### **3.03 SUBSTANTIAL COMPLETION**

#### **A. Contractor Request for Inspection and Punch List**

When the Contractor considers that it has achieved Substantial Completion of the Work, or designated portion thereof, Contractor shall prepare and submit to the Director a request for inspection and a comprehensive punch list of items to be completed or corrected prior to Final Payment. Failure to include an item on such punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

#### **B. City Inspection**

Upon receipt of the Contractor's punch list, the Director will make an inspection to determine whether the Work or designated portion thereof is Substantially Complete. If the inspection discloses any item, whether or not included on the Contractor's punch list, which is not sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before City's issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by City. The

Contractor shall then submit a request for another inspection by City to determine Substantial Completion.

C. Certificate of Substantial Completion

When the Work or designated portion thereof is substantially complete, the Director will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the City and Contractor for security, maintenance, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall finish all items on the Contractor's punch list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work. Contractor shall deliver to City all warranty and guarantee documents and policies.

3.04 DELAYS AND EXTENSIONS OF TIME FOR CONTRACTOR

- A. The Contractor shall take reasonable precautions to foresee and prevent delays to the Work. In the event of any delay to the Work, the Contractor shall revise his/her sequence of operations, to the extent possible under the terms of the Contract, to offset the delay.
- B. If any delay to the Work is caused by circumstances within the Contractor's control, it is not excusable and not compensable, and the Contractor will not be entitled to any extension of time or to any other compensation for damages resulting directly or indirectly therefrom.
- C. If any delay having a direct effect on the Work is caused by circumstances beyond the control of the Contractor except for causes of delay specified in Paragraph 3.04-D., such delay may be excusable and may entitle the Contractor to an equivalent extension of time, but not to any other compensation. Excusable but not compensable causes include but are not limited to labor disputes, weather conditions unfavorable for prosecution of the Work, and force majeure.
- D. If any delay having a direct effect on the Work is caused by failure of the City to provide information as specified, or necessary instructions for carrying on the Work, or to provide the necessary right of way or site for installation, or failure of a utility to remove or relocate an existing facility such delay may be compensable and may entitle the Contractor to an equivalent extension of time, and to compensation for damages resulting directly from any of the causes of delay specified in this paragraph.
- E. The Contractor shall notify the Director in writing of any delay having a direct effect on the Work and the causes thereof within 15 days from the beginning of such delay.
- F. Any claim for an extension of time or for compensation for damages resulting from delay shall be made in writing to the Director not more than 30 days after the ending of such delay. The Contractor shall provide a written report evaluating the impact of the delay which shall include, at a minimum, all of the following:
  - 1. a narrative description of the delay and its impact on the critical path to Substantial Completion of the Work or a portion of the Work designated by City;
  - 2. a detailed breakdown of the Allowable Costs, if any, sought by Contractor due to the delay;
  - 3. the number of days of extension sought by Contractor as an adjustment to the Contract time;
  - 4. a statement that Contractor has complied with the requirements of the General Conditions for written notice of delays, along with the dates and copies of such notices;

5. the measures taken by Contractor and Subcontractors to prevent or minimize the delay; and
6. the Contractor's recommendations for reordering or re-sequencing the Work to avoid or minimize further delay.

No extension of time or compensation for damages resulting from delay will be granted unless the delay affects the timely completion of the overall Work under the Contract or the timely completion of a portion of the Work for which a time of completion is specified.

- G. The Director will investigate the facts and ascertain the extent of the delay, and his/her findings thereon shall be final and conclusive.
- H. Failure of the Contractor to give written notice of a delay, or to submit or document a claim for an extension of time or for damages resulting from delay in the manner and within the times stated above shall constitute a waiver of all claims thereto.
- I. When a Contractor experiences two concurrent delays, one compensable and the other excusable, no compensation other than an extension of time will be allowed.
- J. An extension of time must be approved by the Director to be effective, but an extension of time whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the Contract.

### 3.05 CLIMATIC CONDITIONS

- A. The Director may suspend the Work whenever weather conditions or conditions resulting from inclement weather are unfavorable for the prosecution of the Work. The delay caused by such suspension may entitle the Contractor to an extension of time but not to any other compensation.
- B. If the Contractor believes that Work should be suspended under this Paragraph 3.05, he/she may request such suspension. The delay caused by such suspension may entitle the Contractor to an extension of time but not to any other compensation.
- C. No extension of time will be granted for suspension of Work unless the suspension affects the timely completion of all Work under the Contract or the timely completion of a portion of the Work for which a time of completion is specified. Determination that the suspension for inclement weather conditions or conditions resulting from inclement weather affects timely completion and entitles the Contractor to an extension of time shall be made and agreed to in writing by the Director and the Contractor on each day that Work is suspended. In the event of failure to agree, the Contractor may protest under the provisions of Paragraph 7.07.
- D. If Work is suspended and an extension of time is granted under this Paragraph 3.05 the Contractor will be entitled to a one day extension of time for each day that he/she is unable to Work at least one-half of his/her current normal Work day; and if the Work is suspended at the regular starting time on any Work day and the Contractor's Workforce is dismissed as a result thereof, then he/she will be entitled to a one day extension of time whether or not conditions change thereafter and the major portion of the day is suitable for Work.

### 3.06 COMPLETION AND ACCEPTANCE

- A. Upon request by the Contractor, the Director shall conduct a final inspection of the Work. If, in the Director's opinion, Final Completion has been achieved, the Director will accept the Work by issuing a "Notice of Completion" of the Work to the Contractor. Upon the issuance of the Notice of Completion

the Contractor will be relieved from responsibility to protect the Work.

- B. Within 15 calendar days after issuing the Notice of Completion, the Director will record the Notice of Completion with the County Recorder.

3.07 LIQUIDATED DAMAGES

- A. Contractor and City agree to liquidate damages in the amount of one thousand five hundred dollars (\$1,500.00) per day, with respect to Contractor's failure to achieve Substantial Completion of the Work within the Contract Time. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85. The Contractor acknowledges and agrees that the liquidated damages are intended to compensate City solely for the Contractor's failure to meet the deadline for Substantial Completion and shall not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.
- B. In the event that Contractor fails to achieve Substantial Completion of the Work within the Contract Time, Contractor agrees to pay City the amount specified in the Contract form for each calendar day that Substantial Completion is delayed.
- C. Contractor and City acknowledge and agree that the foregoing liquidated damages have been set based on an evaluation of damages that the City will incur in the event of late completion of the Work. Contractor and City acknowledge and agree that the amount of such damages are impossible to ascertain as of the effective date hereof and have agreed to such liquidated damages to fix City's damages and to avoid later disputes. It is understood and agreed by Contractor that liquidated damages payable pursuant to this Agreement are not a penalty and that such amount are not manifestly unreasonable under the circumstances existing as of the effective date of this Agreement.
- D. It is further mutually agreed that City shall have the right to deduct liquidated damages against progress payments or retainage and that the City will issue a Construction Change Directive and reduce the Contract Sum accordingly. In the event the remaining unpaid Contract Sum is insufficient to cover the full amount of liquidated damages. Contractor shall pay the difference to City.

[END OF ARTICLE]



## **ARTICLE 4 - CONSTRUCTION SCHEDULES**

### **4.01 BASELINE PROJECT SCHEDULE**

The Contractor shall submit his/her work Baseline Project Schedule, in electronic as well as hard-copy format, to the Director at the pre-construction meeting showing in detail how the Contractor plans to execute and coordinate the Work. The construction schedule shall show the sequence of work, critical path and estimated time for completion of each segment of work. This schedule must be reviewed and accepted by the Director before the Contractor will be permitted to begin work. In addition, the Contractor shall submit a detailed schedule forecasting two (2) weeks of work describing each day's work. This schedule shall be updated and submitted to the City every other Monday during the construction period. The Contractor shall give 48-hour notice to the City Engineer prior to the start of the work.

#### **A. Format**

1. At a minimum, the Baseline Project Schedule activities shall be coded on a work discipline basis and by geographic area or location on the Project. The Baseline Project Schedule shall include a detailed description of each activity code. The Baseline Project Schedule shall be based on and incorporate contract milestone and completion dates specified in the Contract Documents. It shall depict events, jobs, and their interrelationships and shall recognize the progress that must be made on one task before subsequent tasks can begin. The schedule shall be comprehensive and shall include all logical interdependencies and interactions required to perform the Work of the Project.
2. Overall time of completion and time of completion for each milestone shown on the Schedule shall adhere to the specified Contract Time, unless an earlier (advanced) time of completion is requested by Contractor, agreed to by the City and formalized by Change Order.
3. Contractor shall use the latest version of Microsoft Project or equivalent software agreed to by the parties.
4. The City will review the submitted Baseline Project Schedule for conformance with these scheduling requirements. Within fourteen (14) calendar days after receipt, the City will accept the proposed Baseline Project Schedule or will return it with comments. If the proposed Baseline Project Schedule is accepted by the City, it shall be deemed part of the Contract Documents. If the Baseline Project Schedule is not accepted by City, Contractor shall revise the Baseline Project Schedule, in accordance with the recommendations of the City, and re-submit same for acceptance, no later than seven (7) calendar days after receipt of said recommendation.
5. Acceptance of Baseline Project Schedule by City, failure to include an element of work, or inaccuracy in Baseline Project Schedule shall not relieve Contractor from the responsibility for accomplishing the Work in accordance with the Contract Documents.

#### **B. Float**

1. Critical Work activities are defined as Work activities which, if delayed or extended, will delay the scheduled completion of the milestones and/or time of completion. All other Work activities are defined as non-critical Work activities and are considered to have float. Float is defined as the time that a non-critical Work activity can be delayed or extended without delaying the scheduled completion of the milestones and/or time of completion. Float is considered a Project resource available to either party or both parties as needed. Once identified, Contractor shall monitor, account for, and maintain float in accordance with Critical Path Methodology.

2. Delays of any non-critical Work shall not be the basis for an extension of Contract Time until the delays consume all float associated with that non-critical Work activity and cause the Work activity to become critical.
3. It is acknowledged that City-caused time savings (i.e., critical path submittal reviews returned in less time than allowed by the Contract Documents, approval of substitution requests which result in a savings of time for Contractor, etc.) create shared float. Accordingly, City-caused delays may be offset by City-caused time savings.

C. Weather (This section applies only to projects of one (1) year duration or longer)

The completion time contemplated by this Contract anticipates N/A lost days (Work Days) due to normal weather conditions annually and prorated for any duration less than twelve months. Only unusual or extreme weather conditions, as determined by the National Oceanic and Atmospheric Administration, for the time of year will be considered as justification for an extension of time to complete the Project, and only after the N/A weather days have been utilized. Annual weather days are not cumulative, and unused days shall become "float" for the benefit of the project, and the schedule adjusted accordingly. The use of weather days by the Contractor shall be subject to all the conditions of claim for an extension of time. The Contractor shall notify the City in writing within ten (10) days of the commencement of each rain event.

D. Early Completion

While the Contractor may schedule completion of the Project earlier than the date established by the Contract Documents, no additional compensation shall become due the Contractor for the use of float time between the Contractor's projected early completion date and the date for Substantial Completion established by the Contract Documents, unless an earlier (advanced) time of completion is requested by Contractor, agreed to by the City, and formalized by Change Order.

4.02 SCHEDULE UPDATES

- A. With each Application for Payment submitted by Contractor (other than the final Application for Payment), the Contractor shall submit to the City an updated Project Schedule revised to indicate the Work completed, status of Work in progress, all progress slippages, corrective actions taken, or slippage carry-over, for all anticipated delays or difficulties, and all other information required to accurately present the actual status of the progress of the Work as of the date of the Application for Payment. If the Contractor does not submit an updated Project Schedule with an Application for Payment, City may withhold payment, in whole or in part, until the updated Project Schedule is submitted. In the event that an update to the Project Schedule indicates a delay to the Contract Time the Contractor shall propose an affirmative plan to correct each such delay, including overtime and/or additional labor, if necessary. In no event shall any Project Schedule update constitute an adjustment in the Contract Time, any deadline, or the Contract Sum unless any such adjustment is agreed to by the City and authorized pursuant to Change Order or Work Directive.
- B. At no time shall historical data contained within the updated Project Schedule (i.e. completed activities) be removed and/or altered in any way. This historical data is to be preserved within each of the updated Project Schedules and submitted with the final schedule update to reflect the actual start and finish dates for each activity within the Schedule.
- C. Any work stoppages within individual work activities that exceed seven (7) calendar days in duration shall be clearly indicated within the updated Project Schedule. In cases where unplanned activity work stoppages exceed seven (7) calendar days activities shall be added to the Project Schedule to clearly

indicate the work stoppage period and identify forecasted resumption and completion of the activity where work has stopped. Contractor shall clearly note all schedule revisions when Project Schedule updates are submitted, as required in this Paragraph 4.02 above.

#### 4.03 NONCOMPENSABLE EXTRAORDINARY MEASURES

- A. Should the City determine, in its sole judgment, that the performance of the Work has not progressed to the level of completion required by the Contract Documents, City shall have the right to order the Contractor to take corrective measures to expedite the progress of construction, at no additional cost to the City, including, without limitation, the following:
1. Working additional shifts of overtime.
  2. Supplying additional manpower, equipment, and/or facilities.
  3. Reschedule activities to maximize practical concurrence of accomplishment of activities.
  4. Submitting a Recovery Schedule discussed above, for resequencing performance of the Work or other similar measures.
  5. Any other actions that may be necessary to mitigate delays.
- B. Such Extraordinary Measures shall continue until the progress of the Work is no longer behind schedule and/or reaches the stage of completion required by the Contract Documents. Contractor shall not be entitled to an adjustment in the Contract Sum in connection with the performance of any such Extraordinary Measures required by the City under this Paragraph. The City may exercise the rights furnished the City pursuant to this Paragraph as frequently as the City deems necessary to ensure that the Contractor's performance of the Work will comply with the Contract Time or interim completion dates set forth in the Contract Documents. If Contractor or its Subcontractors fail to implement or commence Extraordinary Measures within ten (10) calendar days of City's written demand, City may, without prejudice to other remedies, take corrective action at the expense of the Contractor which shall reduce the Contract Sum accordingly.

#### 4.04 CONDITION OF PAYMENT

Compliance by Contractor with the requirements of the Contract Documents pertaining to preparation, submission, revising and updating of the Schedule is a condition precedent to City's obligation to make payment to Contractor of any or all sums that might otherwise be due to Contractor in the absence of such noncompliance. Payment by City under circumstances in which City, for any reason, fails or elects not to assert its right to withhold payment for noncompliance with this Paragraph shall not be construed as a waiver of the right to withhold future payments on account of such noncompliance or any other noncompliance.

[END OF ARTICLE]

## **ARTICLE 5 - SUSPENSION OR TERMINATION OF CONTRACT**

### **5.01 TERMINATION BY THE CONTRACTOR**

- A. Contractor shall have the right to terminate its performance of the Contract only upon the occurrence of one of the following:
1. The Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor, any Subcontractor, Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, due to:
    - a. the issuance of an order of a court or other public authority having jurisdiction; or
    - b. an act of government, such as a declaration of national emergency making material unavailable;and Contractor has given City written notice within ten (10) days of the occurrence of such ground for termination, then the Contractor may, upon thirty (30) additional calendar days written notice to City, unless the reason has theretofore been cured, terminate its performance of the Work.
  2. The Work is stopped for a period of 120 consecutive days through no act or fault of Contractor, any Subcontractor, Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, because the City has persistently failed to perform any material obligation under the Contract Documents and fails to cure such default within ninety (90) days after the receipt of notice from Contractor stating the nature of such default.
- B. If Contractor terminates its performance of the Contract in accordance with this Paragraph 5.01, the City shall pay Contractor for the Work executed through the date of termination as set forth in Paragraph 5.04-C below.

### **5.02 TERMINATION BY THE CITY FOR CAUSE**

A. Grounds

The City shall have the right to terminate the Contractor's performance of the Contract, in whole or in part, without liability to City if:

1. Contractor fails promptly to begin the Work under the Contract Documents; or
2. Contractor refuses or fails to supply enough properly skilled workers or proper materials; or
3. Contractor fails to perform the Work in accordance with the Contract Documents, including conforming to applicable standards set forth therein in constructing the Project, or refuses to remove and replace rejected materials or unacceptable Work; or
4. Contractor discontinues the prosecution of the Work (exclusive of work stoppage: (a) due to termination by City; or (b) due to and during the continuance of a Force Majeure event or suspension by City); or

5. Contractor fails to resume performance of Work which has been suspended or stopped, within a reasonable time after receipt of notice from City to do so or (if applicable) after cessation of the event preventing performance; or
6. Any representation or warranty made by Contractor in the Contract Documents or any certificate, schedule, instrument, or other document delivered by Contractor pursuant to the Contract Documents shall have been false or materially misleading when made; or
7. Contractor fails to make payment to Subcontractors or Material Suppliers for materials or labor in accordance with the respective Contract Documents and applicable law; or
8. Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction; or
9. Contractor is guilty of breach of a provision of the Contract Documents; or
10. Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.

A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to the Contract. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Contract and declare it null and void.

B. City's Rights.

When any of the reasons specified in Paragraph 5.02-A exist, the City may, in addition to and without prejudice to any other rights or remedies of the City, and after giving the Contractor five (5) calendar days written notice, terminate Contractor's performance of the Work, in whole or in part, and may:

1. Take possession of the site and all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor;
2. Withhold from Contractor amounts unpaid hereunder and to offset such amounts against damages or losses incurred by City;
3. Accept assignment of subcontracts from Contractor, at the sole discretion of City, and
4. Finish the Work by whatever reasonable method the City may deem expedient.

Upon request of the Contractor, the City shall furnish to the Contractor a detailed accounting of the costs incurred by the City in finishing the Work.

C. Costs

If City's costs to complete and damages incurred due to Contractor's default exceed the unpaid Contract balance, the Contractor shall pay the difference to the City.

D. Wrongful Termination

If it has been adjudicated or otherwise determined that City has wrongfully terminated the Contractor for cause, then said termination shall be deemed converted to a termination for convenience as set forth in Paragraph 5.04 and Contractor's remedy for wrongful termination in such event shall be limited



to the recovery of the payments permitted for termination for convenience as set forth in Paragraph 5.04.

5.03 PARTIAL DELETION OR SUSPENSION OF WORK BY THE CITY

- A. Contractor agrees that the City may determine whether any or all of the Work described in the Contract Documents shall be deleted or performance suspended without electing to terminate the Contractor's performance under the Contract and without any penalty being incurred by the City.
- B. Any such partial deletion or suspension of the Work shall in no way void or invalidate the Contract nor shall it provide Contractor with any basis for seeking payment from City for Work deleted or suspended except to the extent such Work has already been performed and is otherwise compensable under the Contract.
- C. The City shall have the right to later have any such suspended or deleted Work performed by Contractor or others without any penalty to the City.
- D. In the event of any partial or complete deletion or suspension of Work, the City shall furnish Contractor with prompt written notice thereof, and the City shall be entitled to take possession of and have as its property all Record Documents, Accounting Records, and other data prepared by Contractor or its Subcontractors.
- E. Suspension for Convenience.
  - 1. The City may at any time and from time to time, without cause, order the Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time as the City may determine. Such order shall be specifically identified as a "Work Suspension Directive" under this Section.
  - 2. Upon receipt of a Work Suspension Directive, Contractor shall, at the City's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Work covered by the Work Suspension Directive during the period of Work stoppage.
  - 3. Within the period of suspension, or such extension to that period as is agreed upon by Contractor and the City, the City shall either cancel the Work Suspension Directive or delete the Work covered by such Work Suspension Directive by issuing a Change Order or Construction Change Directive.
  - 4. If a Work Suspension Directive is cancelled or expires, Contractor shall continue the Work. A Change Order or Construction Change Directive will be issued to cover any adjustments of the Contract Sum and Contract Time necessarily caused by such suspension. No adjustment shall be made to the extent:
    - (a) That performance is, was, or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible; or
    - (b) That an equitable adjustment is made or denied under another provision of the Contract.
- F. Suspensions for Cause

City has the authority by written order to suspend the Work, in whole or in part, without liability to City for Contractor's failure to:

  - 1. Correct conditions unsafe for the Project personnel or general public, or

2. Carry out the Contract; or
3. Carry out orders of City.

G. Responsibilities of Contractor During Suspension Periods

During periods that Work is suspended, Contractor shall continue to be responsible for the Work and shall prevent damage or injury to the Project, provide for drainage, and shall erect necessary temporary structures, signs or other facilities required to maintain the Project and continue to perform according to the Contract Documents.

5.04 TERMINATION BY THE CITY FOR CONVENIENCE

A. Grounds

Without limiting any rights which City may have by reason of any default by Contractor hereunder, City may terminate Contractor's performance of the Contract, in whole or in part, at any time, for convenience upon fifteen (15)-calendar-day written notice to Contractor.

B. Contractor Actions

Upon receipt of such notice, Contractor shall perform the duties required by Paragraph 5.05 below. At the election of and as directed by the City, any or all of the subcontracts and purchase orders entered in to by Contractor prior to the effective date of termination shall be terminated or shall be assigned to City.

C. Compensation

1. If the Parties are unable to agree on the amount of a termination settlement, the City shall pay the Contractor the following amounts:
  - a. For Work performed before the effective date of termination, the total (without duplication of any items) of:
    - i. The cost of the Work; and
    - ii. A sum, as overhead and profit on the cost of the Work, determined by the City to be fair and reasonable. In no event shall Contractor be entitled to recover overhead or profit on Work not performed.
  - b. The reasonable costs of settlement of the Work terminated, including:
    - i. Accounting, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data, if any; and
    - ii. Storage, transportation, and other costs reasonably necessary for the preservation, protection, or disposition of inventory.
2. Such payment shall be Contractor's exclusive remedy for termination for convenience and will be due and payable on the same conditions as set forth for final payment to the extent applicable. Upon receipt of such payment, the Contractor and City shall have no further obligations to each other except for Contractor's obligations with respect to warranties, representations, indemnity,

maintenance of insurance, and other obligations that survive termination or Final Completion as provided for herein.

3. It is understood and agreed that no fee, anticipated profit, compensation for lost opportunity costs, or other compensation or payment of any kind or character shall be due or payable for unperformed Work regardless of the basis of termination and the inclusion of this provision within this subparagraph shall in no way limit its application to termination under this Paragraph.
4. Contractor agrees that each of its subcontracts will reserve for the Contractor the same right of termination for convenience provided by this Paragraph 5.04.

D. No Consequential Damages

Under no circumstances shall Contractor be entitled to anticipatory or unearned profits or consequential or other damages as a result of a termination or partial termination under this Article 5. The payment to Contractor determined in accordance with this Article constitutes Contractor's exclusive remedy for a termination hereunder.

5.05 CONTRACTOR'S DUTIES UPON TERMINATION FOR CAUSE OR CONVENIENCE

If the City terminates Contractor's performance of Work under the Contract, for cause or convenience or if Contractor terminates a Subcontractor with the City's approval, Contractor shall:

- (1) cease performance of the Work to the extent specified in the notice;
- (2) take actions necessary or that the City may direct, for the protection and preservation of the Work;
- (3) settle outstanding liabilities, as directed by City;
- (4) transfer title and deliver to City Work in progress, specialized equipment necessary to perform the Work;
- (5) submit all Record Documents, Accounting Records and other data prepared pursuant to the Contract by Contractor and/or its Subcontractors, as applicable, to the City with fifteen (15) calendar days after the City's notice of termination in an organized, usable form, in both hard copy and electronic/digital form, with all items properly labeled to the degree of detail specified by the City; and,
- (6) except for Work directed by City to be performed prior to the effective date of termination stated in the notice, incur no further costs or expenses and enter into no further subcontracts and purchase orders.

No compensation shall be due Contractor, if any, until Contractor complies with the requirements of this Paragraph.

[END OF ARTICLE]

## **ARTICLE 6 – CHANGES**

### **6.01 CITY'S RIGHT TO ORDER CHANGES**

The City, without invalidating the Contract, may authorize changes in the Work consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly, if necessary. All such changes in the Work shall be authorized by Change Order or Construction Change Directive and Contractor shall perform such changes in the Work according to the applicable requirements of the Contract Documents.

### **6.02 APPLICABLE PROVISIONS**

Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly and diligently with the change, unless otherwise provided in the Change Order or Construction Change Directive. It is of the essence to this Contract that all scope changes in the Work that form the basis of an adjustment of the Contract Sum or Contract Time must be authorized in advance in writing through either a Change Order or Construction Change Directive. A change in the Contract Sum or the Contract Time shall be accomplished only by Change Order or Construction Change Directive. Accordingly, no verbal directions, course of conduct or dealings between the Parties, express or implied acceptance of alterations or additions to the Work, or claim that the Contract has been abandoned or the City has been unjustly enriched by any alteration or addition to the Work shall be the basis of any claim for an increase in any amounts due under the Contract Documents or a change in any time period provided in the Contract Documents.

### **6.03 NOTICE OF SCOPE CHANGE**

Contractor shall submit written notice of any change in scope to the Director if, in the Contractor's opinion, any instruction, request, Drawings, Specifications, action, condition, omission, default, or other situation occurs that the Contractor believes constitutes a scope change or other matter resulting in Extra Work, for which Contractor believes it is entitled to an adjustment of the Contract Sum or Contract Time. Such notice shall be provided prior to performance of the Work affected by such occurrence and within seven (7) calendar days after the discovery date of the circumstances of such scope change or other matters. The written notice shall state the date, circumstances, extent of adjustment to the Contract Sum or the Contract Time, if any, requested. The mere presentation of such notice shall not establish the existence of any right by Contractor to adjustment of the Contract Sum or Contract Time. Failure to provide such timely written notice described herein shall constitute a waiver by Contractor of the right to any adjustment to the Contract Sum or Contract Time on account thereof.

### **6.04 CHANGE ORDERS**

#### **A. Computation**

Methods used in determining adjustments to the Contract Sum by Change Order may include those listed in Paragraph 6.06 below.

#### **B. Accord and Satisfaction**

Agreement on any Change Order shall be a full compromise and settlement of all adjustments to Contract Time and Contract Sum, and compensation for any and all delay, extended or additional field and home office overhead, disruption, acceleration, inefficiencies, lost labor or equipment productivity, differing Site conditions, construction interferences and other extraordinary or consequential damages (hereinafter called "Impacts"), including any ripple or cumulative effects of

said Impacts on the overall Work under the Contract arising directly or indirectly from the performance of Work described in the Change Order. By execution of any Change Order, Contractor agrees that the Change Order constitutes a complete accord and satisfaction with respect to all claims for schedule extension, Impacts, or any costs of whatever nature, character or kind arising out of or incidental to the Change Order. No action, conduct, omission, product failure or course of dealing by the City shall act to waive, modify, change, or alter the requirement that (i) Change Order's must be in writing, signed by the City and Contractor and; (ii) that such written Change Orders are the exclusive method for effectuating any change to the Contract Sum and/or Contract Time.

#### 6.05 CONSTRUCTION CHANGE DIRECTIVE (FIELD DIRECTIVE)

- A. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order. The City may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletion, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- B. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be calculated in accordance with Paragraph 6.06 herein (Pricing Changes in the Work).
- C. Upon receipt of the Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the City of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive, for determining the proposed adjustment in the Contract Sum or Contract Time.
- D. If Contractor believes a Construction Change Directive constitutes a basis for adjustment to the Contract Sum or Contract Time, then Contractor shall give a Notice of Scope Change provided in Paragraph 6.03, followed by a submission of a Change Order Request as required by Paragraph 6.08. Contractor shall, if requested by City in such Construction Change Directive or in a subsequent Construction Change Directive, proceed with the performance of the Work as described in the Construction Change Directive. Failure of Contractor to proceed with the performance of Work, as described in the Construction Change Directive shall give the City the right to carry out the Work, as set forth in Paragraph 2.05.
- E. A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- F. If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the City on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, Allowable Mark-Ups in accordance with Paragraph 6.06(E) herein.

#### 6.06 PRICING CHANGES IN THE WORK

- A. Alternative Methods of Pricing

The amount of any adjustment by Change Order or Construction Change Directive increasing or decreasing the Contract Sum shall be determined by the Director using one or a combination of the following methods:



1. Lump Sum. By mutual acceptance of a lump sum proposal from Contractor properly **itemized** and supported by sufficient substantiating data to permit evaluation. Such proposal shall be based solely on Allowable Costs, as defined in Subparagraph 6.06-C, and Allowable Mark-Ups, as defined in Subparagraph 6.06-E, and shall not include any costs or expense that is not permitted by the terms of any provision of the Contract Documents.
2. Unit Prices. By unit prices contained in Contractor's original Bid and incorporated in the Contract Documents or fixed by subsequent agreement between City and Contractor. Unless otherwise stated in the Bidding Documents, unit prices stated in the Contract Documents or agreed upon by the County and Contractor shall be deemed to include and encompass all Allowable Markups.
3. Time and Materials. By calculating the actual Allowable Costs directly incurred, plus a sum for Allowable Mark-Ups on such Allowable Costs.
4. Deletion of Work. By Unit Prices contained in Contractor's original Bid and incorporated in the Contract Documents, or by using the Schedule of Values to determine the value of the decrease of the Contract Sum, less the value of any Work performed, plus a reasonable percentage of the decrease for the Contractor's saved overhead unless the Schedule of Values allocates general conditions costs to individual line items, in which case no percentage of the decrease shall be added. When a change consists of both addition and deletion of Work, the added costs and deleted costs shall be calculated separately, and then added together, resulting in the net cost for the change. The Allowable Mark-Up shall be applied to this net cost.

B. Contractor Maintenance of Daily Records for Changes

1. In the event that Contractor is directed to perform any Extra Work, or should Contractor encounter conditions which the Contractor believes would obligate the City to adjust the Contract Sum and/or the Contract Time, Contractor shall maintain detailed records of the cost of such changes on a daily basis summarized in a daily report supplemented by back-up records. Such records shall include without limitation:
  - a. Labor. At the close of each day on which such Extra Work is performed, Contractor shall submit an Extra Work labor report, on forms provided by Director, to Director that sets forth a list of the actual hours spent in performing the Extra Work, that clearly differentiates between the labor expended on the Extra Work and other Work, and the Allowable Costs for such Extra Work performed that day showing the names of workers, their classifications, hours worked and hourly rates.
  - b. Materials, Equipment. A list of Allowable Costs of materials and equipment consumed in the performance of the Extra Work on the day on which such Extra Work is performed, together with copies of applicable delivery tickets and unit prices for all materials and for all equipment used the type of equipment, identification number, hours of operation (including loading and transportation) and hourly/daily rates involved for that day.
  - c. Other Services or Expenditures. A list of other services and expenditures constituting Allowable Costs incurred in performance of the Extra Work on the day on which such Extra Work is performed, along with documentation verifying the amounts thereof in such detail as Director may require.
2. In the event that more than one change to the Work is performed by the Contractor in a calendar day, Contractor shall maintain separate records of labor, construction equipment, materials, and

equipment for each such change. In the event that any Subcontractor of any tier shall provide or perform any portion of any change to the Work, Contractor shall require that each such Subcontractor maintain records in accordance with this Section.

3. Each daily record maintained hereunder shall be signed by Contractor; such signature shall be deemed Contractor's representation and warranty that all information contained therein is true, accurate, complete, and relates only to the change referenced therein. All records maintained by Subcontractors of any tier, relating to the costs of a change in the Work shall be signed by such Subcontractor's authorized project manager or superintendent.

All such records shall be forwarded to the Director on the day the Work is performed (same day) for independent verification. The Director shall attempt to review and reconcile costs for changes on a daily basis. Records not available on the day on which the Extra Work is performed, such as, but not limited to, material invoices, shall be submitted as soon as they are available but not later than five (5) calendar days after the earlier of the day of delivery or incorporation of the particular item of Extra Work at the Site.

4. The Director may additionally require authentication of all time and material tickets and invoices by persons designated by the Director for such purpose. In the event that Contractor shall fail or refuse, for any reason, to maintain or make available for inspection, review, and/or reproduction such records, adjustments to the Contract Sum or Contract Time, if any, on account of any change to the Work may be deemed waived for that day. Contractor's obligation to maintain back-up records hereunder is in addition to, and not in lieu of, any other Contractor obligation under the Contract Documents with respect to changes to the Work.
5. Waiver by Contractor. Failure to submit such records as are required by this Paragraph daily shall waive any rights for recovery of Allowable Costs incurred for Extra Work performed that day. The failure of the Contractor to secure any required authentication shall, if the City elects in its sole discretion to treat it as such, constitute a waiver by the Contractor of any right to adjustment of the Contract Sum for the Allowable Cost of all or that portion of the Extra Work covered by such non-authenticated ticket or invoice.

C. Allowable Costs

The term "Allowable Costs" shall mean in the case of Extra Work actual costs incurred by Contractor and/or any Subcontractor, regardless of tier, and necessarily involved in direct performance of the Extra Work, or in the case of deleted work the actual costs that would have been incurred in performing deleted work by Contractor and/or any Subcontractor, regardless of tier, and shall be limited to the following costs:

1. Labor. Straight-time wages or salaries, and overtime wages and salaries specifically authorized by City in writing, for employees employed at the site, or at fabrication sites off the site, in the direct performance of the Extra Work or that would have been incurred in the direct performance of the deleted work, based on the actual cost for wages prevailing locally for each craft or type of workers at the time the Extra Work is done or the deleted work is ordered eliminated. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental. The use of labor classification which would increase the Allowable Cost for Extra Work will not be permitted unless Contractor establishes the necessity for such additional costs.
2. Benefits. Payroll taxes, insurance, health and welfare, pension, vacation, apprenticeship funds and benefits required by lawful collective bargaining agreements for employees on straight-time

wages or salaries, and on overtime wages and salaries specifically authorized by City in writing, for employees employed at the site, or at fabrication sites off the site, in the direct performance of the Extra Work or that would have been incurred in the direct performance of the deleted work.

3. Materials, Consumables. Costs of materials and consumable items which are furnished and incorporated into the Work, as approved by City, or that would have been incorporated into the Work in the case of deleted work shall be at the lowest price available to Contractor but in no event shall such costs exceed competitive wholesale prices obtainable from other Subcontractors, suppliers, manufacturers and distributors in the general vicinity of the site. If City determines, in its discretion, that the cost of materials is excessive, or if Contractor fails to furnish satisfactory evidence of the cost from the actual supplier thereof, then in either case the cost of the materials shall be deemed to be the lowest wholesale price at which similar materials are available in the quantities required at the time they were needed. The City reserves the right to furnish such materials as it deems advisable, and Contractor shall have no claim for costs or profits on materials so furnished. Material invoices must be included with the extra work report to obtain payment.
4. Taxes. Sales taxes on the costs of materials and consumable items described in Paragraph 5.04-C.3 above.
5. Tool, Equipment Rental. Rental charges for necessary machinery and equipment, whether owned or hired, as authorized in writing by City, exclusive of hand tools, used directly in the performance of the Extra Work or that would have been used in the direct performance of the deleted work. Regardless of ownership, such rental charges shall not exceed the hourly rate derived from the most recently published "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," as published by K-111, San Jose, California, which is in effect at the time of commencement of the changed work. The Contractor shall attach a copy of the rate schedule to the daily reports required by Paragraph 6.06-B, above. The charges for any machinery and equipment shall cease when the use thereof is no longer necessary for the Extra Work or deleted work. No charge shall be allowed for use of equipment or tools which have a replacement value of \$500 or less. The allowable rental rates shall include the cost of fuel, power oil, lubrication, supplies, small tools, necessary attachments, loading, transportation, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Notwithstanding the provisions of Paragraph 6.06-E below, no mark-up shall be allowed for overhead, profit or bond premiums for use of equipment if the equipment is supplied by an equipment rental firm. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to City than holding it at the Site, it shall be returned, unless Contractor elects to keep it at the Site at no expense to City. Costs incurred while equipment is inoperative due to breakdowns, regular maintenance, or for non-Working Days shall not be allowed. The rental time shall include the time required to move the equipment to the Work from the nearest available source for rental of such equipment and to return it to the source. If such equipment is not moved by its own power, then loading and transportation will be allowed. Neither moving time nor loading and transportation costs will be paid if the equipment is for use on the Project unrelated to the Extra Work. All equipment shall be acceptable to City, in good working condition, and suitable for the purpose for which it is to be used.
6. Royalties. Additional or saved costs of royalties due to the performance of the Extra Work or deleted work.

7. Insurance, Bonds. Additional or saved costs of insurance and bonds, provided, however, that for Extra Work such costs shall not exceed one percent (1%) of Items 1 through 6 above.

D. Costs Not Allowed

Allowable Costs shall not include any of the following:

1. Wages, salaries, fringe benefits and payroll taxes of Contractor's and all Subcontractor's non-craft labor (above a Foreman level);
2. Overhead (including home office overhead), administrative or general expenses of any kind including engineering, estimating, scheduling, drafting, detailing, etc., incurred in connection with Extra Work;
3. Vehicles not dedicated solely for the performance of the extra of deleted work;
4. Small tools (replacement value not exceeding \$500);
5. Office expenses, including secretarial and administrative staff, materials and supplies;
6. On-site and off-site trailer and storage rental and expenses;
7. Site fencing;
8. Utilities, including gas, electric, sewer, water, telephone, telefax, copier equipment;
9. Computer and data processing personnel, equipment and software;
10. Federal, state or local business income and franchise taxes;
11. Losses of efficiency or productivity; and
12. Costs and expenses of any kind or item not specifically and expressly included in Paragraph 6.06-C.

E. Allowable Mark-Up

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

Labor	33%
Materials	15%
Equipment Rental	15%
Other Items and Expenditures	15%
2. Extra Work by Subcontractor (Markup): When all or any part of the extra work is performed by a Subcontractor, the markup provided for the Contractor in 6.06.E.1 shall apply to the Subcontractor's actual costs. A markup of 5% on the subcontracted portion of each extra work may be added for the Contractor.

F. Net Allowable Costs

If anyone scope change involves both Extra Work and deleted work in the same portion of the Work and the additive allowable costs exceed the deductive allowable costs, the Allowable Markups on

the Extra Work will be only the difference between the two amounts.

6.07 CITY ORIGINATED REQUEST FOR ITEMIZED CHANGE ORDER PROPOSAL REQUEST

City may issue a Construction Change Directive or other written request to Contractor describing a proposed change to the Work and requesting the Contractor submit an itemized change order proposal in a format acceptable to City within ten (10) calendar days after City issues the request. The Contractor's change order proposal shall include an analysis of impacts to cost and time, if any, to perform additional work, change Work or delete Work, as applicable, including the effects and impacts, if any, on unchanged Work, estimates of costs (broken down by the cost categories listed in this Paragraph), and Contractor's proposed methods to minimize costs, delay, and disruption to the performance of the Work. If Contractor fails to submit a written change order proposal within such period of time, it shall be presumed that the change described in the City's original proposal request will not result in an increase to the Contract Sum or Contract Time and the change shall be performed by Contractor without additional compensation to Contractor. City's request for itemized change order proposal request does not authorize the Contractor to commence performance of the change. If City desires that the proposed change be performed, the Work shall be authorized according to the Change Order or Construction Change Directive procedures set forth herein.

6.08 CONTRACTOR ORIGINATED CHANGE ORDER REQUEST (COR)

If the Contractor believes that instructions issued by the City after the effective date of the Contract will result in changes to the Contract Sum or Contract Time or if the Contractor otherwise becomes aware of the need for or desirability of a change in the Work, Contractor may submit a written Change Order Request ("COR") to the City in writing, in a format acceptable to City and in accordance with the notice provisions and other requirements of Article 7 below for Claims. The COR must specify the reasons for the proposed change, cost impacts and relevant circumstances and impacts on the Construction Schedule. The document shall be complete in its description of the Work, its material and labor quantities and detail, and must support and justify the costs and credits claimed by the Contractor. A Critical Path Method schedule Fragnet is required to support and justify any additional time of performance requested by the Contractor. The City will not review any COR which is incomplete. The Contractor may request additional compensation and/or time through a COR but not for instances that occurred more than ten (10) calendar days prior to the notice date. Contractor's failure to initiate a COR within this ten-day period or to provide detailed back-up documentation to substantiate the COR within thirty (30) calendar days of the initial written notice shall be deemed a waiver of the right to adjustment of the Contract Sum or the Contract Time for the alleged change. Any COR that is approved by the City shall be incorporated in a Change Order or Construction Change Directive. If the COR is denied but the Contractor believes that it does have merit, the Contractor shall proceed with the disputed Work and may submit a Claim in accordance with the procedures set forth herein.

6.09 ISSUANCE OF WORK DIRECTIVE (UNILATERAL).

In the event of a dispute as to whether or not Extra Work is required, City shall have the right to unilaterally issue a Work Directive; Contractor shall continue performance of disputed Work pending resolution and shall maintain and submit to City all accounting and cost data necessary to substantiate Contractor's cost of such disputed Work.

[END OF ARTICLE]



## **ARTICLE 7 - CONTRACT PAYMENTS AND CLAIMS**

### **7.01 GENERAL**

- A. Payment will be made at the price for each item listed on the bidding form or as Extra Work as provided in the General Conditions.
- B. Initial progress payment will not be made prior to approval by the Director of the Schedule of Values, the Construction Progress Schedule, and the Schedule of Submittals.
- C. No subsequent progress payment will be made prior to receipt by the Director of the monthly revision of the Construction Progress Schedule.

### **7.02 SCHEDULE OF VALUES FOR PAYMENTS**

#### **A. Submission**

Upon City's request, the three (3) lowest bidders shall complete and submit a Preliminary Schedule of Values, within seven (7) calendar days.

In addition, Contractor shall complete and furnish within seven (7) calendar days after receiving the Notice of Award of the Construction Contract a Final Schedule of Values giving a complete breakdown of the Contract Sum for each component of the Work.

#### **B. Content**

The Schedule of Values shall be in sufficient detail as the Director may, in its discretion, deem necessary to evaluate progress at any point in the performance of the Work. Unless otherwise specified in the Contract Documents, the Schedule of Values shall include, without limitation, a breakdown of the general categories of Subcontractor work, direct overhead, profit and contingency, and a further breakdown of the general categories of Subcontractor work into separate trade line items of costs for Subcontractor services, labor and material, which is based on actual Subcontractor contract, subcontract, purchase order or vendor prices. If requested by Director, Contractor shall revise the Schedule of Values to allocate sums for Contractor overhead, profit and/or contingency among the individual line items for trade portions of the Work. No amounts shall be reflected in the Schedule of Values or Application for Payment for Extra Work or Deleted Work for which a Change Order has not been executed by Contractor and City or for which a Construction Change Directive has not been issued by City. Amounts that have been mutually agreed to by Change Order or unilaterally determined by City pursuant to a Construction Change Directive shall be segregated from the cost of the base Contract Work and separately listed by line item in the Schedule of Values. The Schedule of Values must be prepared in sufficient detail and supported by sufficient data to substantiate its accuracy as the Director may require.

#### **C. Applications for Payment**

The Schedule of Values, when approved by the Director, shall be used as a basis for Contractor's Applications for Payment and may be considered as fixing a basis for adjustments to the Contract Sum.

#### **D. Revisions**

If, at any time, it is determined that the Schedule of Values does not allocate the Contract Sum in a

manner that reasonably and fairly reflects the actual costs anticipated to be progressively incurred by Contractor, it shall be revised and resubmitted for the Director's approval.

### 7.03 APPLICATIONS FOR PAYMENT

#### A. Marked Schedule of Values

Five (5) Days prior to the date set forth in Paragraph 7.03-B below for the monthly progress payment meeting, Contractor shall submit to Director a copy of the proposed Schedule of Values, marked to show the percentage of completion certified by Contractor for each line item in the Schedule of Values, including any stored materials approved for payment by City pursuant to Paragraph 7.03-D, below and any withholdings from Contractor proposed by Director.

#### B. Monthly Review

For the purpose of expediting the progress payment procedure, Contractor shall meet with the Director on or before the twentieth (20th) day of each month to review the Contractor's marked Schedule of Values prepared in accordance with Paragraph 7.03-A, above. The Director shall revise as appropriate and sign the marked Schedule of Values to verify such review. If any item in the marked Schedule of Values submitted for payment is disputed during this review, Contractor agrees to use its best efforts to resolve the disputed items with the Director before submitting its Application for Payment. If the Director and Contractor cannot agree, then the percentage completion shall be established at such percentage as the Director, in good faith, determines is appropriate to the actual progress of the Work. No inaccuracy or error in the Director's good faith estimate shall operate to release Contractor or Surety from any responsibility or liability arising from or related to performance of the Work. The Director shall have the right subsequently to correct any error and dispute any item submitted in Contractor's Application for Payment, regardless of whether an item was identified as disputed in the review process provided for herein.

#### C. Certification

Each Application for Payment shall be signed and certified by Contractor under penalty of perjury to City that:

1. the data comprising the Application for Payment is accurate and the Work has progressed to the point indicated;
2. to the best of Contractor's knowledge, information and belief, the Work is in accordance with the Contract Documents;
3. Contractor is entitled to payment in the amount certified; and
4. all sums previously applied for by Contractor on account of Work performed by Subcontractors and that have been paid by City have been paid to the Subcontractors performing such Work, without any retention, withholding or backcharge by Contractor.

#### D. Stored Materials

Payments may be made by City, at its discretion, on account of materials or equipment not incorporated into the Work but delivered on the ground at the Site and suitably stored by Contractor or stored off-Site under the control of City. Such payments shall only be considered upon submission by Contractor of satisfactory evidence that it has acquired title to same, that the material or equipment will be utilized in the Work and that the material is satisfactorily stored, protected and insured, and

that such other procedures are in place satisfactory to City to protect City's interests. To be considered for payment, materials or equipment stored off-Site shall, in addition to the above requirements and unless otherwise specifically approved by City in writing, be stored in a bonded warehouse, fully insured, and available to City for inspection. City shall have sole discretion to determine the amount of material and equipment that may be stored on the Site at any given time.

#### 7.04 PROGRESS PAYMENTS

##### A. Conditions to Progress Payments

Contractor shall submit its Application for Payment to the Director, using such forms as required by City, once a month on or before the first (1st) Day of the month following the month in which the Work that is the subject of such Application for Payment was performed. Without limitation to any other provisions of the Contract Documents, the following shall be conditions precedent to a proper submission and to the Director approval of each Application for Payment:

1. submission of a Schedule of Values that reflects the percentages of completion either agreed to or determined by Director in accordance with Paragraph 7.03-B, above;
2. submission of the Contractor's certification required by Paragraph 7.03-C, above;
3. submission of conditional releases of stop notice, if any, and bond rights upon progress payment, complying with California Civil Code Section 8132, for all Work performed during the time period covered by the current Application for Payment, signed by Contractor, its Subcontractors of every tier, and all material suppliers to each, and (2) forms of unconditional release of stop notice and bond rights upon progress payment, complying with California Civil Code Section 8134 for all Work performed during the time period covered by the previous Application for Payment, signed by Contractor, its Subcontractors of every tier and all material suppliers to each;
4. compliance by Contractor with its obligation for maintenance of As-Builts as required by the Contract Documents;
5. compliance by Contractor with its obligation for submission of monthly and daily reports as required by the Contract Documents;
6. compliance by Contractor with its obligations for submission of scheduling information and updating of the Construction Schedule as required by Article 4, above and other provisions of the Contract Documents pertaining to preparation or updating of schedule information;
7. submission of certified payroll records as required by the Contract Documents;
8. submission of certifications by Contractor and each Subcontractor as required by applicable collective bargaining agreements certifying that all employee benefit contributions due and owing pursuant to any applicable collective bargaining agreement have been paid in full; and
9. compliance by Contractor with all of its other obligations for submission of documentation or performance of conditions which, by the terms of the Contract Documents, constitute conditions to Contractor's right to receive payment for Work performed.

##### B. Payments by City

Pursuant to California Public Contract Code Section 20104.50, City shall make progress payment of

undisputed sums due within thirty (30) Days after receipt by Director of an undisputed and properly submitted Application for Payment, calculated on the basis of ninety-five percent (95%) of value determined pursuant to Paragraph 7.03-B above of the following:

1. the portion of the Work permanently installed and in place;
2. plus, the value of materials delivered on the ground or in storage as approved by City pursuant to Paragraph 7.03-D, above,
3. less, the aggregate of previous payments, and
4. less, any other withholdings authorized by the Contract Documents.

C. Rejection by City

Any Application for Payment determined not to be undisputed, proper and suitable for payment shall be returned to Contractor as soon as practicable, but not later than seven (7) Days, after receipt by City accompanied by an written explanation of the reasons why the payment request was rejected. Failure by City or Director to either timely reject an Application for Payment or specify any grounds for rejection shall not constitute a waiver of any rights by City. Applications for Payment that are rejected shall be corrected and resubmitted within seven (7) Days after receipt by Contractor.

D. Interest

If City fails to make a progress payment to Contractor as required by Paragraph 7.04-B, above, City shall pay interest to Contractor equivalent to the legal rate set forth in subdivision (a) of California Code of Civil Procedure Section 685.010. The number of Days available to City to make payment pursuant to Paragraph 7.04-B, above without incurring interest pursuant to this Paragraph shall be reduced by the number of Days by which City exceeds the seven (7) Day return requirement applicable to City as set forth in Paragraph 7.04-C, above.

7.05 FINAL PAYMENT

A. Retention

In addition to withholdings permitted by Paragraph 7.09 below, a sum equal to five percent (5%) of all sums otherwise due to Contractor as progress payments shall be withheld by city pursuant to Paragraph 7.04-B from each progress payment ("Retention") and retained until such time as it is due as described herein. A higher Retention amount may be approved by the City Council where project is deemed "substantially complex" by City Council.

B. Conditions to Final Payment

Contractor shall submit its Application for Final Payment, using such forms as required by Director, prior to requesting a final inspection of the Work in accordance with Paragraph 3.06 above. Such Application for Final Payment shall be accompanied by all the following:

1. an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Project for which City or City's property or funds might be liable have been paid or otherwise satisfied;
2. Contractor's certification as required by Paragraph 7.03-C, above;

3. consent of surety, if any, to Final Payment;
4. a certificate evidencing that the insurance required by the Contract Documents is in force;
5. Conditional Waiver and Release Upon Final Payment in the form required by California Civil Code Section 8136 executed by Contractor, all Subcontractors of every tier and by all material suppliers of each, covering the final payment period;
6. Unconditional Waiver and Release Upon Progress Payment in the form required by California Civil Code Section 8136 executed by Contractor, all Subcontractors of every tier and by all material suppliers of each, covering the previous payment period;
7. all Record Documents (including, without limitation, complete and accurate As-Built drawings which shall be kept up to date during the performance of the Work);
8. documentation that Contractor has inspected, tested, and adjusted performance of every system or facility of the Work to ensure that overall performance is in compliance with the terms of the Contract Documents;
9. four (4) copies of all warranties from vendors and Subcontractors, operation and maintenance manuals, instructions and related agreements, and equipment certifications and similar documents;
10. certifications by Contractor and each Subcontractor as required by applicable collective bargaining agreements that all employee benefit contributions due and owing pursuant to any applicable collective bargaining agreement have been paid in full;
11. releases of rights and claims relating to patents and trademarks, as required by the Contract Documents; and
12. any other documents or information required by the Contract Documents as a condition of Final Payment or Final Completion.

C. Final Payment

Pursuant to the Public Contract Code Section 7107, within sixty (60) Days after City issues the Notice of Completion to Contractor, the Final Payment, including Retention, shall be released to Contractor, subject to the City's right to withhold 150% of any disputed amounts.

D. Disputed Amounts

Pursuant to California Public Contract Code 7107, City may deduct and withhold from the Final Payment due under Paragraph 7.05-C, above, an amount up to 150% of any disputed amounts, including, without limitation, amounts to protect City against any loss caused or threatened as a result of Contractor's failing to fully perform all of those obligations that are required to be fulfilled by Contractor as a condition to Final Completion and Final Payment. Alternatively, City may elect, in its sole discretion, to accept the Work without correction or completion and adjust the Contract Sum pursuant to the Contract Documents.

E. Acceptance of Final Payment

Acceptance of Final Payment by Contractor shall constitute a waiver of all rights by Contractor against City for recovery of any loss, excepting only those Claims that have been submitted by



Contractor in the manner required by the Contract Documents prior to or at the time of the Final Payment.

7.06 MISCELLANEOUS

A. Joint Payment

City shall have the right, if deemed necessary in its sole discretion, to issue joint checks made payable to Contractor and any Subcontractor(s) of any Tier. The joint check payees shall be solely responsible for the allocation and disbursement of funds included as part of any such joint payment. Endorsement on such check by a payee shall be conclusively presumed to constitute receipt of payment by such payee. In no event shall any joint check payment be construed to create any contract between City and a Subcontractor of any Tier, any obligation from City to such Subcontractor or any third party rights against City or Director.

B. Withholding/Duty to Proceed

The payment, withholding or retention of all or any portion of any payment claimed to be due and owing to Contractor shall not operate in any way to relieve Contractor from its obligations under the Contract Documents. Contractor shall continue diligently to prosecute the Work without reference to the payment, withholding or retention of any payment. The partial payment, withholding or retention by City in good faith of any disputed portion of a payment, whether ultimately determined to be correctly or incorrectly asserted, shall not constitute a breach by City of the Construction Contract and shall not be grounds for an adjustment of the Contract Sum or Contract Time.

C. No Acceptance

No payment by City or partial or entire use of the Work by City shall be construed as approval or acceptance of the Work, or any portion thereof.

D. Contractor Payment Warranty

Submission of an Application for Payment shall constitute a representation and warranty by Contractor that:

1. Title to Work covered by an Application for Payment will pass to City either by incorporation into the construction or upon receipt of payment by Contractor, whichever occurs first; and
2. Work covered by previous Applications for Payment are free and clear of liens, stop notices, claims, security interests or encumbrances imposed by the Contractor or any other person.

E. Corrections

No inaccuracy or error in any Application for Payment provided by Contractor shall operate to release Contractor from the error, or from losses arising from the Work, or from any obligation imposed by the Contract Documents. City retains the right to subsequently correct any error made in any previously approved Application for Payment, or progress payment issued, by adjustments to subsequent payments.

7.07 PAYMENTS BY CONTRACTOR

Contractor shall not include in its Applications for Payment sums on account of any Subcontractor's portion of the Work that it does not intend to pay to such Subcontractor. Upon receipt of payment from City, Contractor

shall pay the Subcontractor performing Work on the Project, out of the amount paid to Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled in accordance with the terms of its contract with Contractor and applicable laws, including, without limitation, California Public Contract Code Section 7107. Contractor shall remain responsible notwithstanding a withholding by City pursuant to the terms of these Contract Documents, to promptly satisfy from its own funds sums due to all Subcontractors who have performed Work that is included in Contractor's Application for Payment. Contractor shall, by appropriate agreement, require each Subcontractor to make payments to its subcontractors and material suppliers in similar manner. City shall have no obligation to pay or be responsible in any way for payment to a Subcontractor of any tier or material supplier.

## 7.08 PAYMENTS WITHHELD

### A. Withholding by City

In addition to any other amounts which City may have the right to retain under the Contract Documents, City may withhold a sufficient amount of any payment otherwise due to Contractor as City, in its sole discretion, may deem necessary to cover actual or threatened loss due to any of the following:

1. Third Party Claims. Third-party claims or stop notices filed or reasonable evidence indicating probable filing of such claims or stop notices. City shall promptly inform Contractor of any third party claims related to this Contract; [NOTE: PUBLIC ENTITIES ARE REQUIRED TO INCLUDE PROVISIONS IN PUBLIC WORKS CONTRACTS FOR TIMELY NOTIFICATION TO THE CONTRACTOR OF THE RECEIPT OF ANY THIRD PARTY CLAIM RELATED TO THE CONTRACT, PC C §9201(b)].
2. Defective Work. Defective Work not remedied;
3. Nonpayment. Failure of Contractor to make proper payments to its Subcontractors for services, labor, materials or equipment;
4. Inability to Complete. Reasonable doubt that the Work can be completed for the then unpaid balance of the Contract Sum or within the Contract Time;
5. Violation of Applicable Laws. Failure of Contractor or its Subcontractors to comply with applicable laws or lawful orders of governmental authorities;
6. Penalty. Any claim or penalty asserted against City by virtue of Contractor's failure to comply with applicable laws or lawful orders of governmental authorities (including, without limitation labor laws);
7. Failure to Meet Contract Time. Any damages which may accrue as a result of Contractor failing to meet the Construction Schedule or failing to perform within the Contract Time;
8. Setoff. Any reason specified elsewhere in the Contract Documents as grounds for a withholding offset or set off or that would legally entitle City to a set-off or recoupment;
9. Consultant Services. Additional professional, consultant or inspection services required due to Contractor's failure to comply with the Contract Documents;
10. Liquidated Damages. Liquidated damages assessed against Contractor;
11. Materials. Materials ordered by City pursuant to the Contract Documents;

12. Damages. Loss caused by Contractor or Subcontractor to City, Separate Contractors or any other person or entity under contract to City;
13. Clean Up. Clean up performed by City and chargeable to Contractor pursuant to the Contract Documents;
14. Employee Benefits. Failure of Contractor to pay contributions due and owing to employee benefits funds pursuant to any applicable collective bargaining agreement or trust agreement;
15. Required Documents. Failure of Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, Construction Schedule updates, 'look ahead' schedules, Submittals, Schedules of Values, information on Subcontractors, Change Orders, certifications and other required reports or documentation; and
16. Other Breach. A breach of any obligation or provision of the Contract Documents.

B. Release of Withholding

If and when City determines, in its sole discretion, that the above grounds for withholding have been removed and that all losses incurred or threatened have been paid, credited or otherwise satisfied, then payment shall be made for amounts withheld because of them.

C. Application of Withholding

City may apply sums withheld pursuant to Paragraph 7.08-A above, in payment of any loss or threatened loss as City determines, in its sole discretion, to be appropriate. Such payments may be made without a prior judicial determination of City's actual rights with respect to such loss. Contractor agrees and hereby designates City as its agent for such purposes, and agrees that such payments shall be considered as payments made under Construction Contract by City to Contractor. City shall not be liable to Contractor for such payments made in good faith. City shall submit to Contractor an accounting of such funds disbursed on behalf of Contractor. As an alternative to such payment, city may, in its sole discretion, elect to exercise its right to adjust the Contract Sum as provided in the Contract Documents.

D. Continuous Performance

Provided City pays the undisputed portion, if any, of funds withheld in good faith, Contractor shall maintain continuous and uninterrupted performance of the Work during the pendency of any disputes or disagreements with City.

7.09 SUBSTITUTION OF SECURITIES

A. Public Contract Code

Pursuant to the requirements of California Public Contract Code Section 22300, upon Contractor's request, City will make payment to Contractor of any funds withheld from payments to ensure performance under the Contract Documents if Contractor deposits with City, or in escrow with a California or federally chartered bank in California acceptable to City ("Escrow Agent"), securities eligible for the investment of State Funds under Government Code Section 16430, or bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City, upon the following conditions:

1. Contractor shall be the beneficial owner or any securities substituted for monies withheld for the purpose of receiving any interest thereon.
2. All expenses relating to the substitution of securities under Public Contract Code Section 22300 and under this Paragraph 7.04, including, but not limited to City's overhead and administrative expenses, and expenses of Escrow Agent shall be the responsibility of Contractor.
3. Securities or certificates of deposit substituted for monies withheld shall be of a value of at least equivalent to the amounts of retention to be paid to Contractor pursuant to the Contract Documents.
4. If Contractor chooses to deposit securities in lieu of monies withheld with an Escrow Agent, Contractor, City and Escrow Agent shall, as a prerequisite to such deposit, enter into an escrow agreement, using the City's form, "Escrow Agreement for Deposit of Securities in Lieu of Retention."
5. Contractor shall obtain the written consent of Surety to such agreement.
6. Securities, if any, shall be returned to Contractor only upon satisfactory Final Completion of the Work.

B. Substitute Security

To minimize the expense caused by such substitution of securities, Contractor shall, prior to or at the time Contractor requests to substitute security, deposit sufficient security to cover the entire amount to be withheld. Should the current market value of such substituted security fall below the amount for which it was substituted, or any other amounts which the City withholds pursuant to the Contract Documents, Contractor shall immediately and at Contractor's expense and at no cost to City deposit additional security qualifying under Public Contract Code Section 22300 until the current market value of the total security deposited is no less than the amount subject to withholding under the Contract Documents. Securities shall be valued as often as conditions of the securities market warrant, but in no case less frequently than once per month.

C. Deposit of Retentions

Alternatively, subject to the conditions set forth in Paragraph 7.04-A above, upon request of Contractor, City shall make payment of retentions directly to Escrow Agent at the expense of Contractor, provided that Contractor, City and Escrow Agent shall, as a prerequisite such payment, enter into an escrow agreement in the same form as prescribed in Part 4 of Paragraph A, above. At the expense of Contractor and at no cost to City, Contractor may direct the investment of the payments into securities and interest bearing accounts, and Contractor shall receive the interest earned on the investments. Escrow Agent shall hold such direct payments by City under the same terms provided herein for securities deposited by Contractor. Upon satisfactory Final Completion of the Work, Contractor shall receive from Escrow Agent all securities, interest and payments received by Escrow Agent from City, less escrow fees and charges of the Escrow Account, according to the terms of Public Contract Code Section 22300 and the Contract Documents.

D. Time for Election of Substitution of Securities

Notwithstanding the provision of 7.04 A, B, and C above and California Public Contract Code Section 22300, the failure of Contractor to request the Substitution of eligible securities for monies to be withheld by City within ten (10) days of the award of Contract to Contractor shall be deemed to be a waiver of

all such rights.

## 7.10 CLAIMS

### A. Arising of Claim.

1. Scope Change. When Contractor has a claim for an increase in the Contract Sum or Contract Time due to a scope change which has not yet become final, a "claim" will be deemed to arise once the Director has issued a decision denying, in whole or in part, the Contractor's Change Order Request.
2. Other Claims. In the case of a Claim by Contractor that does not involve an adjustment to the Contract Sum or Contract Time due to a scope change and which has not become final, the Claim may be asserted if, and only if, Contractor gives written notice to City of intent to file the Claim within three (3) days of the date of discovery relative to such circumstances (even if Contractor has not yet been damaged or delayed). Such written notice of intent to file a Claim shall be valid if, and only if, it identifies the event or condition giving rise to the Claim, states its probable effect, if any with respect to Contractor's entitlement to an adjustment of the Contract Sum or Contract Time and complies with the requirements of Paragraph 7.11-B, below. For purposes of this Paragraph 7.11, a Claim for which such written notice is required and has been given by Contractor shall be deemed to arise on the date that such written notice is received by City.

### B. Content of Claim

A Claim by Contractor must include all of the following:

1. A statement that it is a Claim and a request for a decision on the Claim;
2. A detailed description of the act, error, omission, unforeseen condition, event or other circumstance giving rise to the Claim.
3. If the Claim involves an adjustment to the Contract Sum or Contract Time due to a change in scope, a statement demonstrating that all requisite notices were provided, including, without limitation, timely written notice and a Change Order Request as required by Article 6 of these General Conditions and timely notice of delay and request for extension of time in accordance with Article 3. If the Claim does not involve an adjustment to the Contract Sum or Contract Time due to a change in scope, a statement demonstrating that a notice of intent to file the Claim was timely submitted as required by Paragraph 7.10-A.2, above;
4. A detailed justification for any remedy or relief sought by the Claim including without limitation, a detailed cost breakdown in the form<sup>1</sup> required for submittal of Change Order Requests and actual job cost records demonstrating that the costs have been incurred;
5. If the Claim involves a request for adjustment of the Contract Time, written documentation demonstrating that Contractor has complied with the requirements of the Contract Documents and written substantiation (including, without limitation, a Time Impact Analysis) demonstrating that Contractor is entitled to an extension of time under the Contract Documents; and
6. A written certification signed by a managing officer of Contractor's organization, who has the authority to sign contracts and purchase orders on behalf of Contractor and who has personally



investigated and confirmed the truth and accuracy of the matters set forth in such certification, in the following form:

"I hereby certify under penalty of perjury that I am a managing officer of (Contractor's name) and that I have reviewed the Claim presented herewith on Contractor's behalf and/or on behalf of (Subcontractor's name) and that, to the best of my knowledge after conducting a diligent inquiry into the facts of the Claim, the following statements are true and correct:

The facts alleged in or that form the basis for the Claim are, to the best of my knowledge following diligent inquiry, true and accurate; and,

- (a) I do not know of any facts or circumstances, not alleged in the Claim, that by reason of their not being alleged render any fact or statement alleged in the Claim materially misleading; and,
- (b) I have, with respect to any request for money or damages alleged in or that forms the basis for the Claim, reviewed the job cost records (including those maintained by Contractor and by any Subcontractor, of any tier, that is asserting all or any portion of the Claim) and confirmed with reasonable certainty that the losses or damages suffered by Contractor and/or such Subcontractor were in fact suffered in the amounts and for the reasons alleged in the Claim; and,
- (c) I have, with respect to any request for extension of time or claim of delay, disruption, hindrance or interference alleged in or that forms the basis for the Claim, reviewed the job schedules (including those maintained by Contractor and the Subcontractor, of any tier, that is asserting all or any portion of the Claim) and confirmed on an event-by-event basis that the delays or disruption suffered by Contractor and/or such Subcontractor were in fact experienced for the durations, in the manner, and with the consequent effects on the time and/or sequence of performance of the Work, as alleged in the Claim; and,
- (d) I have not received payment from City for, nor has Contractor previously released City from, any portion of the Claim."

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company \_\_\_\_\_

C. Noncompliance

Failure to submit any of the information, documentation or certifications required by Paragraph 7.10-B, above, shall result in the Claim being returned to Contractor without any decision.

D. Submission of Claims

1. Director. Claims shall be first submitted to the City for decision by the Director.

2. Continuous Work. Notwithstanding the making of any Claim or the existence of any dispute regarding any Claim, unless otherwise directed by City, Contractor shall not delay, slow or stop performance of the Work, but shall diligently proceed with performance in accordance with the Contract Documents and City will continue, to make undisputed payments as by the Contract Documents.
3. Time for Filing. All Claims and supporting documentation and certifications must be filed within thirty (30) days after the Claim arises. No Claims shall be filed after Final Payment.
4. Conditions Precedent. No Claim may be asserted unless Contractor has strictly complied with the requirements of this Paragraph 7.10-D, which shall be considered conditions precedent to Contractor's right to assert the Claim and to initiate the Dispute Resolution Process with respect to such Claim.

E. Response to Claims, Meet and Confer

1. Claims less than \$50,000. Claims less than \$50,000 shall be responded to by City in writing within forty-five (45) days of receipt of the Claim, unless City requests additional information or documentation of the Claim within thirty (30) days of receipt of the Claim, in which case City shall respond to the Claim within fifteen (15) days after receipt of the further information or documentation or within a period of time no greater than that taken by Contractor in producing the additional information or documentation, whichever is greater.
2. Claims \$50,000 or more. Claims \$50,000 or more shall be responded to by City in writing within (60) days of receipt of the Claim, unless City requests additional information or documentation of the Claim within thirty (30) days of receipt of the Claim, in which case City shall respond to the Claim within thirty (30) days after receipt of the further information or documentation or within a period of time no greater than that taken by Contractor in producing the additional information or documentation, whichever is greater.
3. Meet and Confer. If Contractor disputes City's response, or if City fails to respond within the prescribed time set forth in Paragraph 7.10-E.1 and 7.10-E.2, above, Contractor may so notify City, in writing, within fifteen (15) days of City's response, or within fifteen (15) days of City's response due date in the event of a failure to respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon such demand, City shall schedule a meet and confer conference within thirty (30) days of such demand, for discussion of settlement of the dispute.

F. Finality of Decision

If Contractor disputes the Director's decision under this Article, it shall commence the Dispute Resolution Process as set forth in Article 15 of these General Conditions by filing a Statement of Dispute within seven (7) days after receipt of the Director's response.

G. Continuing Contract Performance/Duty to Proceed with Disputed Work

Contractor shall not delay or postpone any Work pending resolution of any claims, disputes or disagreements. Pending final resolution of a claim, the Contractor shall proceed diligently with performance of the Contract and the City shall continue to make payments for undisputed Work in accordance with the Contract Documents. In the event of disputed Work, City shall have the right to unilaterally issue a Work Directive and Contractor shall continue performance pending resolution of the dispute and shall maintain the accounting and cost data to substantiate the cost of such disputed work.

[END OF ARTICLE]

## **ARTICLE 8 - MATERIALS AND EQUIPMENT**

### **8.01 GENERAL**

- A. The Contractor shall furnish all materials and equipment needed to complete the Work and installations required under the terms of this Contract, except those materials and equipment specified to be furnished by the City.
- B. The Contractor shall submit satisfactory evidence that the materials and equipment to be furnished and used in the work are in compliance with the Specifications. Materials and equipment incorporated in the Work and not specifically covered in the Specifications shall be the best of their kind. Unless otherwise specified, all materials and equipment incorporated in the Work under the Contract shall be new.

### **8.02 QUALITY AND WORKMANSHIP**

All material and equipment furnished by the Contractor shall be new, high grade, and free from defects and imperfections, unless otherwise hereinafter specified. Workmanship shall be in accordance with the best standard practices. All materials and equipment must be of the specified quality and equal to approved samples, if samples have been required. All Work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from the Specifications or Drawings, and it shall be the duty of the Contractor to call attention to apparent errors or omissions and request instructions before proceeding with the Work. The Director may, by appropriate instructions, correct errors and supply omissions, which instructions shall be binding upon the Contractor as though contained in the original Specifications or Drawings. All Work performed under the Specifications will be inspected by the Director as provided in Paragraph 8.04. All materials and equipment furnished and all Work done must be satisfactory to the Director. Work, material, or equipment not in accordance with the Specifications, in the opinion of the Director shall be made to conform thereto. Unsatisfactory materials and equipment will be rejected, and if so ordered by the Director, shall, at the Contractor's expense, be immediately removed from the vicinity of the Work.

### **8.03 TRADE NAMES AND "OR APPROVED EQUAL" PROVISION**

Whenever in the Specifications or Drawings the name or brand of a manufactured article is used it is intended to indicate a measure of quality and utility or a standard. Except in those instances where the product is designated to match others in use on a particular improvement either completed or in the course of completion, the Contractor may substitute any other brand or manufacture of equal appearance, quality, and utility on approval of the Director, provided the use of such brand or manufacture involves no additional cost to the City.

### **8.04 APPROVAL OF MATERIALS**

- A. The Contractor shall furnish without additional cost to the City such quantities of construction materials as may be required by the Director for test purposes. He/she shall place at the Director's disposal all available facilities for and cooperate with him in the sampling and testing of all materials and workmanship. The Contractor shall prepay all shipping charges on samples. No samples are to be submitted with the bids unless otherwise specified.
- B. Each sample submitted shall be labeled. A letter, in duplicate, submitting each shipment of samples shall be mailed to the Director by the Contractor. Both the label on the sample and the letter of transmittal shall indicate the material represented, its place of origin, the names of the producer and the Contractor, the Specifications number and title, and a reference to the applicable Drawings and Specifications paragraphs.

- C. Materials or equipment of which samples are required shall not be used on the Work until approval has been given by the Director in writing. Approval of any sample shall be only for the characteristics of the uses named in such approval and no other. No approval of a sample shall be taken in itself to change or modify any Contract requirement.
- D. Failure of any material to pass the specified tests, including life cycle maintenance data may be sufficient cause for refusal to consider under this Contract, any further sample of the same brand or make of that material.

#### 8.05 ORDERING MATERIALS AND EQUIPMENT

One copy of each of the Contractor's purchase orders for materials and equipment forming a portion of the Work must be furnished to the Director, if requested. Each such purchase order shall contain a statement that the materials and equipment included in the order are subject to inspection by the City. Materials and equipment purchased locally will, at the City's discretion, be inspected at the point of manufacture or supply, and materials and equipment supplied from points outside the Los Angeles area will be inspected upon arrival at the job, except when other inspection requirements are provided for specific materials in other sections of the Contract Documents.

#### 8.06 AUTHORITY OF THE DIRECTOR

- A. On all questions concerning the acceptability of materials or machinery, the classification of materials, the execution of the Work, and conflicting interests of Contractors performing related work, the decision of the Director shall be final and binding.
- B. The Director will make periodic observations of materials and completed work to observe their compliance with Drawings, Specifications, and design and planning concepts, but he/she is not responsible for the superintendence of construction processes, site conditions, operations, equipment, personnel, or the maintenance of a safe place to work or any safety in, on, or about the site of work.

#### 8.07 INSPECTION

All materials furnished and work done under this Contract will be subject to rigid inspection. The Contractor shall furnish, without extra charge, the necessary test pieces and samples, including facilities and labor for obtaining them, as requested by the Director. The Director, or his/her authorized agent or agents, at all times shall have access to all parts of the shop and the works where such materials under his/her inspection is being manufactured or the work performed. Work or material that does not conform to the Specifications, although accepted through oversight, may be rejected at any stage of the Work. Whenever the Contractor is permitted or directed to do night work or to vary the period during which work is carried on each day, he/she shall give the Director due notice, so that inspection may be provided. Such work shall be done under regulations to be furnished in writing by the Director.

#### 8.08 INFRINGEMENT OF PATENTS

The Contractor shall hold and save the City, its officers, agents, servants, and employees harmless from and against all and every demand or demands, of any nature or kind, for or on account of the use of any patented invention, process, equipment, article, or appliance employed in the execution of the Work or included in the materials or supplies agreed to be furnished under this Contract, and should the Contractor, his/her agents, servants, or employees, or any of them, be enjoined from furnishing or using any invention, process, equipment, article, materials, supplies or appliance supplied or required to be supplied or used under this Contract, the Contractor shall promptly substitute other inventions, processes, equipment, articles, materials, supplies, or appliances in lieu thereof, of equal efficiency, quality, finish, suitability, and market value, and satisfactory in all



respects to the Director. Or in the event that the Director elects, in lieu of such substitution, to have, supplied, and to retain and use, any such invention, process, equipment, article, materials, supplies, or appliances, as may by this Contract be required to be supplied and used, in that event the Contractor shall at his/her expense pay such royalties and secure such valid licenses as may be requisite and necessary to enable the City, its officers, agents, servants, and employees, or any of them, to use such invention, process, equipment, article, materials, supplies, or appliances without being disturbed or in way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse promptly to make the substitution hereinbefore required, or to pay such royalties and secure such licenses as may be necessary and requisite for the purpose aforesaid, then in that event the Director shall have the right to make such substitution, or the City may pay such royalties and secure such licenses and charge the cost thereof against any money due the Contractor from the City, or recover the amount thereof from him/her and his/her surety, notwithstanding final payment under this Contract may have been made.

[END OF ARTICLE]

## **ARTICLE 9 – SUBMITTALS**

### **9.01 GENERAL**

- A. The Contractor shall submit samples, drawings, and data for the Director's approval which demonstrate fully that the construction, and the materials and equipment to be furnished will comply with the provisions and intent of the Drawings and Specifications.
- B. Specific items to be covered by the submittals shall include, as a minimum, the following:
  - 1. For structures, submit all shop, setting, equipment, miscellaneous iron and reinforcement drawings and schedules necessary.
  - 2. For conduits, submit a detailed layout of the conduit with details of bends and fabricated specials and furnish any other details necessary. Show location of shop and field welds.
  - 3. For equipment which requires electrical service, submit detailed information to show power supply requirements, wiring diagrams, control and protection schematics, shop test data, operation and maintenance procedures, outline drawings, and manufacturer's recommendation of the interface/interlock among the equipment.
  - 4. For mechanical equipment submit all data pertinent to the installation and maintenance of the equipment including shop drawings, manufacturer's recommended installation procedure, detailed installation drawings, test data and curves, maintenance manuals, and other details necessary.
  - 5. Samples
  - 6. Colors
  - 7. Substitutions
  - 8. Manuals
  - 9. As-built drawings
  - 10. Safety plans required by Article 10

### **9.02 PRODUCT HANDLING**

- A. Submittals shall be accompanied by a letter of transmittal and shall be in strict accordance with the provisions of this Article.
- B. Submit priority of processing when appropriate.

### **9.03 SCHEDULE OF SUBMITTALS**

- A. The Contractor shall prepare and submit a schedule of submittals. The schedule of submittals shall be in the form of a submittal log. Refer to Paragraph 9.12.

#### 9.04 SHOP DRAWINGS

- A. All shop drawings shall be produced to a scale sufficiently large to show all pertinent features of the item and its method of connection to the Work.
- B. All shop drawing prints shall be made in blue or black line on white background. Reproductions of City/Contract Drawings are not acceptable.
- C. The overall dimensions of each drawing submitted to the Director shall be equal to one of the City's standard sheet sizes as listed below. The title block shall be located in the lower right hand corner of each drawing and shall be clear of all line Work, dimensions, details, and notes.

Sheet Sizes  
Height X Width  
11" X 8 1/2"  
11" X 17"  
24" X 36"  
30" X 42"

#### 9.05 COLORS

Unless the precise color and pattern are specified elsewhere, submit accurate color charts and pattern charts to the Director for his/her review and selection whenever a choice of color or pattern is available in a specified product. Label each chart naming the source, the proposed location of use on the project, and the project.

#### 9.06 MANUFACTURERS' LITERATURE

Where contents of submitted literature from manufacturers includes data not pertinent to the submittal, clearly show which portions of the contents are being submitted for review.

#### 9.07 SUBSTITUTIONS

- A. The Contract is based on the materials, equipment, and methods described in the Contract Documents. Any Contractor proposed substitutions are subject to the Director's approval.  
  
The Director will consider proposals for substitution of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data, and all other information, including life cycle maintenance data, required by the Director to evaluate the proposed substitution.
- B. Any requests for substitutions by the Contractor must be made within forty-five (45) calendar days from the Issuance Date on the Notice to Proceed. Otherwise, such requests will not be considered.
- C. Trade names and "or approved equal" provision as set forth in Paragraph 8.03.

#### 9.08 MANUALS

- A. When manuals are required to be submitted covering items included in this Work, prepare and submit such manuals in approximately 8-1/2" X 11" format in durable plastic binders. In addition, manuals shall be submitted in electronic format. Manuals shall contain at least the following:
  - 1. Identification on, or readable through, the front cover stating general nature of the manual.
  - 2. Neatly typewritten index near the front of the manual, furnishing immediate information as to

location in the manual of all emergency data regarding the installation.

3. Complete instructions regarding operation and maintenance of all equipment involved.
  4. Complete nomenclature of all replaceable parts, their part numbers, current cost, and name and address of nearest vendor of parts.
  5. Copy of all guarantees and warranties issued.
  6. Copy of drawings with all data concerning changes made during construction.
- B. Where contents of manuals include manufacturers' catalog pages, clearly indicate the precise items included in this installation and delete, or otherwise clearly indicate, all manufacturers' data with which this installation is not concerned.

#### 9.09 AS-BUILT DRAWINGS

- A. When required to be submitted covering items included in this Work, the Contractor shall deliver to the City one complete set of final As-Built hard copy drawings together with a set of AutoCAD drawing files in electronic format showing completed building, "as-built" for City records before the Contract will be accepted by the City.
- B. The drawings shall be duplicates and at the same size and dimensional scale as the originals. They shall be on a polyester translucent base material with a minimum sheet thickness of .003 inch (.08mm).
- C. The legibility and contrast of each drawing submitted to the City shall be such that every line, number, letter, and character is clearly readable in a full size blow back from a 35 mm microfilm negative of the drawing.

#### 9.10 SUBMITTALS QUANTITIES

- A. Submit seven (7) copies of all data and drawings unless specified otherwise.
- B. Submit all samples, unless specified otherwise, in the quantity to be returned, plus two, which will be retained by the Director.

#### 9.11 IDENTIFICATION OF SUBMITTALS

Completely identify each submittal and re-submittal by showing at least the following information:

- A. Name and address of submitter, plus name and telephone number of the individual who may be contacted for further information.
- B. Name of project as it appears in the Contract Documents and Specification No.
- C. Drawing number and Specifications section number other than this section to which the submittal applies.
- D. Whether this is an original submittal or re-submittal.
- E. For samples, indicate the source of the sample.

#### 9.12 SCHEDULE OF SUBMITTALS

- A. Submit initial schedule of submittals within five (5) Working Days after the Issuance Date on Notice to Proceed.
- B. Submit revised schedule of submittals within five (5) Working Days after date of request from the Director.
- C. The Director will review schedule of submittals and will notify Contractor that schedule is acceptable or not acceptable within five (5) Working Days after receipt.

#### 9.13 COORDINATION OF SUBMITTALS

- A. Prior to submittal for the Director's review, use all means necessary to fully coordinate all material, including the following procedures:
  - 1. Determine and verify all field dimensions and conditions, materials, catalog numbers, and similar data.
  - 2. Coordinate as required with all trades and with all public agencies involved.
  - 3. Secure all necessary approvals from public agencies and others and signify by stamp, or other means, that they have been secured.
  - 4. Clearly indicate all deviations from the Specifications.
- B. Unless otherwise specifically permitted by the Director, make all submittals in groups containing all associated items; the Director may reject partial submittals as not complying with the provisions of the Specifications.

#### 9.14 TIMING FOR SUBMITTALS

- A. Make all submittals far enough in advance of scheduled dates of installation to provide all required time for reviews, for securing necessary approvals, for possible revision and re-submittal, and for placing orders and securing delivery.
- B. In scheduling, allow at least 15 Working Days for the Director's review, plus the transit time to and from the City office.
- C. Manuals shall be submitted prior to performing functional tests.

#### 9.15 APPROVAL BY CITY

- A. Up to three (3) copies of each submittal, except manuals, schedule of costs for progress payments, and as-built drawings will be returned to the Contractor marked "No Exceptions Taken," "Make Corrections Noted - Do Not Resubmit," or "Make Corrections Noted - Resubmit." Manuals, schedule of costs, and as-built drawings will be returned for re-submittal if incomplete or unacceptable.
- B. Submittals marked "Approved as Noted" need not be resubmitted, but the notes shall be followed.
- C. If submittal is returned for correction, it will be marked to indicate what is unsatisfactory.
- D. Resubmit revised drawings or data as indicated, in five (5) copies.



- E. Approval of each submittal by the Director will be general only and shall not be construed as:
1. Permitting any departures from the Specifications requirements.
  2. Relieving the Contractor of the responsibility for any errors and omissions in details, dimensions, or of other nature that may exist.
  3. Approving departures from additional details or instructions previously furnished by the Director.

9.16 CHANGES TO APPROVED SUBMITTALS

- A. A re-submittal is required for any proposed change to an approved submittal. Changes which require re-submittal include, but are not necessarily limited to, drawing revisions, changes in materials and equipment, installation procedures and test data. All re-submittals shall include an explanation of the necessity for the change.
- B. Minor corrections to an approved submittal may be accomplished by submitting a "Corrected Copy".

[END OF ARTICLE]

## **ARTICLE 10 – SAFETY**

### **10.01 PROTECTION OF PERSONS AND PROPERTY**

- A. Contractor's Responsibility: Notwithstanding any other provision of the Contract Documents, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property, during performance of the Work. This requirement will apply continuously and will not be limited to normal working hours. Safety and sanitary provisions shall conform to all applicable Federal, State, County, and local laws, regulations, ordinances, standards, and codes. Where any of these are in conflict, the more stringent requirement shall be followed.
- B. Sanitary Facilities. The Contractor shall furnish and maintain sanitary facilities by the worksites for the entire construction period.
- C. Protection of the Public. The Contractor shall take such steps and precautions as his/her operations warrant to protect the public from danger, loss of life, loss of property or interruption of public services. Unforeseen conditions may arise which will require that immediate provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract. Whenever, in the opinion of the Director, a condition exists which the Contractor has not taken sufficient precaution of public safety, protection of utilities and/or protection of adjacent structures or property, the Director will order the Contractor to provide a remedy for the condition. If the Contractor fails to act on the situation within a reasonable time period as determined by the Director, or in the event of an emergency situation, the Director may provide suitable protection by causing such work to be done and material to be furnished as, in the opinion of the Director, may seem reasonable and necessary. The cost and expense of all repairs (including labor and materials) as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the City for emergency repairs will be deducted from the final payment due to the Contractor.

### **10.02 PROTECTION FROM HAZARDS**

- A. Trench Excavation

Excavation for any trench four (4) feet or more in depth shall not begin until the Contractor has received approval from the Director of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during such excavation. No such plan shall allow the use of shoring, sloping or protective system less effective than that required by the Construction Safety Orders of the Division of Occupational Safety and Health, and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil or Structural Director in the State of California.

- B. Confined Spaces

Contractor shall comply with all of the provisions of General Industry Safety Orders of the California Code of Regulations. Entry of a confined space shall not be allowed until the Contractor has received approval from the Director of the Contractor's program for confined space entry. Confined space means a space that (1) Is large enough and so configured that an employee can bodily enter and perform assigned Work; and (2) Has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry); and (3) Is not designed for continuous employee occupancy. Failure to submit a confined space entry program may result in actions as provided in Article 5: "Suspension or Termination of Contract."

C. Material Safety Data Sheet

Contractor shall comply with all of the provisions of General Industry Safety Orders of the California Administrative Code. The Contractor shall submit to the Director a Material Safety Data Sheet (MSDS) for each hazardous substance proposed to be used, ten (10) days prior to the delivery of such materials to the job site or use of such materials at a manufacturing plant where the Director is to perform an inspection. For materials which are to be tested in City laboratories, the MSDS shall be submitted with the sample(s). Hazardous substance is defined as any substance included in the list (Director's List) of hazardous substances prepared by the Director, California Department of Industrial Relations, pursuant to Labor Code Section 6382. Failure to submit an MSDS for any hazardous substance may result in actions as provided in Article 5, "Suspension or Termination of Contract".

10.03 DIFFERING SITE CONDITIONS

- A. Differing Site Conditions Defined. The Contractor shall promptly, and before such conditions are disturbed, notify the Director in writing of any Differing Site Conditions. Differing Site Conditions are those conditions, located at the project site or in existing improvements and not otherwise ascertainable by Contractor through the exercise of due diligence in the performance of its inspection obligations in the Contract Documents, encountered by Contractor in digging trenches or other excavations(s) that extend deeper than four feet below the surface of the ground that constitute:
1. Material that the Contractor believes may be material that is hazardous waste as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  2. Subsurface or latent physical conditions at the site differing materially from those indicated in these Contract Documents.
  3. Unknown physical conditions at the site, of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in these Contract Documents.
- B. Notice by Contractor. If the Contractor encounters conditions it believes constitute Differing Site Conditions, then notice of such conditions shall, before such conditions are disturbed, be promptly reported to the Director followed within twenty-four (24) hours by a further written notice stating a detailed description of the conditions encountered.
- C. The Director will promptly investigate the conditions and If he/she finds that such conditions do materially differ, or do involve hazardous waste, and do cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work under this Contract, an equitable adjustment will be made, as determined by the Director.
- D. Change Order Request. If Contractor intends to seek an adjustment to the Contract Sum or Contract Time based upon Differing Site Conditions, it must, within ten (10) Days after the Discovery Date relative to such conditions, submit a Change Order Request setting forth a detailed cost breakdown and Time Impact Analysis, in the form required by Article 6 of these General Conditions, of the additional Allowable Costs and Excusable Delay resulting from such Differing Site Conditions.
- E. Failure to Comply. Failure by Contractor to strictly comply with the requirements of this Paragraph 10.03 concerning the timing and content of any notice of Differing Site Conditions or request for adjustment in Contract Sum or Contract Time based on Differing Site Conditions shall be deemed waiver of any right by the Contractor for an adjustment in the Contract Sum or Contract Time by reason

of such conditions.

- F. Final Completion. No claim by the Contractor for additional compensation for Differing Site Conditions shall be allowed if asserted after Final Payment.
- G. In the event of disagreement between the Contractor and the Director whether the conditions do materially differ or whether a hazardous waste is involved or whether the conditions cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any completion date required by the Contract, but shall proceed with all Work to be performed under the Contract Documents.
- H. The Contractor shall retain all rights provided by, and shall be subject to all requirements of, this Contract which pertain to the resolution of disputes and protests.
- I. Contractor Responsibility. Except as otherwise provided in this Paragraph 10.03 for Differing Site Conditions, Contractor agrees to solely bear the risk of additional cost and Delay due to concealed or unknown conditions, surface or subsurface, at the Site or in Existing Improvements, without adjustment to the Contract Sum or Contract Time.

#### 10.04 TRAFFIC REGULATION

- A. During the performance of the Work the Contractor shall erect and maintain necessary temporary fences, bridges, railings, lights, signals, barriers, or other safeguards as shall be appropriate under the circumstance in his/her judgment for the prevention of accidents; and he/she shall take other precautions as necessary for public safety including, but not limited to, traffic control. Traffic control shall be conducted in accordance with the latest edition of the Work Area Traffic Control ("WATCH") handbook, published by BNi Books, and as directed and approved by the City's Public Works Director.
- B. Contractor shall submit at least ten (10) Working Days prior to Work a detailed traffic control plan, that is approved by all agencies having jurisdiction and that conforms to all requirements of the Specifications.
- C. No changes or deviations from the approved detailed traffic control plan shall be made, except temporary changes in emergency situations, without prior approval of the City's Public Works Director and all agencies having jurisdiction.  
  
Contractor shall immediately notify the Director, the City's Public Works Director and the agencies having jurisdiction of occurrences that necessitate modification of the approved traffic control plan.
- D. Contractor's failure to comply with this provision may result in actions as provided in Article 5: "Suspension or Termination of Contract" of these General Conditions.

#### 10.05 TRAFFIC CONTROL DEVICES

- A. Traffic signs, flashing lights, barricades and other traffic safety devices used to control traffic shall conform to the requirements of the WATCH handbook or the manual of traffic control, whichever is more stringent, and as approved by the City's Public Works Director.
  - 1. Portable signals shall not be used unless permission is given in writing by the agency having jurisdiction.
  - 2. Warning signs used for nighttime conditions shall be reflectorized or illuminated. "Reflectorized signs" shall have a reflectorized background and shall conform to the current State of California

Department of Transportation specification for reflective sheeting on highway signs.

- B. If the Contractor fails to provide and install any of the signs or traffic control devices required hereby or ordered by the City staff, staff may cause such signs or traffic control devices to be placed by others, charge the costs therefore against the Contractor, and deduct the same from the next progress payment.

10.06 EXECUTION

- A. The Contractor shall provide written notification to the Police Department at the address below:

**Police Chief Anthony Miranda  
Vernon Police Department  
4305 Santa Fe Avenue  
Vernon, CA 90058**

The Police Department shall be notified at least two (2) weeks prior to the beginning of construction at any particular location. Notification will include the specific location, project dates, what lanes of the roadway will be closed and when. Also the construction project manager's name and business phone number and the construction inspector's name and business phone number.

- B. The Contractor shall notify, by telephone, the Police Department, (323) 587-5171 at the completion of any posting of temporary no parking signs. Notification will include the times, dates and locations of the posting. When vehicles must be towed for violation of temporary no parking signs, the person who actually posted the signs, or on-view supervisor of that posting, will be present to answer pertinent questions that may be asked by the parking enforcement officer or police officer towing the vehicles.
- C. The Contractor shall notify the Vernon Fire Department, on a daily basis during the entire period that construction is in progress whenever roadways are reduced in width or blocked. Notification shall be made to the Fire Dispatch (323) 262-2111 and the Contractor shall provide the information required to identify which roadways would have accessibility problems due to his/her operations. The Contractor shall submit to Fire Department schedule of Work for their use and files.
- D. Roads subject to interference from the Work covered by this Contract shall be kept open, and the fences subject to interference shall be kept up by the Contractor until the Work is finished. Except where public roads have been approved for closure, traffic shall be permitted to pass through designated traffic lanes with as little inconvenience and delay as possible.
- E. Where alternating one-way traffic has been authorized, the maximum time that traffic will be delayed shall be posted at each end of the one-way traffic section. The maximum delay time shall be approved by the agency having jurisdiction.
- F. Contractor shall install temporary traffic markings where required to direct the flow of traffic and shall maintain the traffic markings for the duration of need. Contractor shall remove the markings by abrasive blasting when no longer required.
- G. Convenient access to driveways and buildings in the vicinity of Work shall be maintained as much as possible. Temporary approaches to, and crossing of, intersecting traffic lanes shall be provided and kept in good condition.
- H. When leaving a Work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.



10.07 FLAGGING

A. Contractor shall provide flaggers to control traffic where required by the approved traffic control plan.

1. Flaggers shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flaggers" of the California Department of Transportation.
2. Flaggers shall be employed full time on traffic control and shall have no other duties.

10.08 PEDESTRIAN CANOPIES OR BARRICADE IMPROVEMENTS

Refer to City of Vernon for requirements for building or access road safety improvements that the Contractor shall construct during construction period. These devices or improvements, as the City deems necessary or prudent, shall be at the expense of the Contractor.

[END OF ARTICLE]

## **ARTICLE 11 - INDEMNITY**

### **11.01 INDEMNITY**

To the maximum extent permitted by law, the Contractor shall fully indemnify, hold harmless, protect, and defend the City, its officers, employees, agents, representatives and their successors and assigns ("Indemnitees") from and against any and all demands, liability, loss, suit, claim, action, cause of action, damage, cost, judgment, settlement, decree, arbitration award, stop notice, penalty, loss of revenue, and expense (including any fees of accountants, attorneys, experts or other professionals, and costs of investigation, mediation, arbitration, litigation and appeal), in law or in equity, of every kind and nature whatsoever, arising out of or in connection with, resulting from or related to, or claimed to be arising out of the Work performed by Contractor, or any of its officers, agents, employees, Subcontractors, Sub-Subcontractors, design consultants or any person for whose acts any of them may be liable, regardless of whether such claim, suit or demand is caused, or alleged to be caused, in part, by an Indemnitee, including but not limited to:

- A. Bodily injury, emotional injury, sickness or disease, or death to any persons;
- B. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or City arising out of Contractor's Work, for which the Contractor is responsible;
- C. Stop notices and claims for labor performed or materials used or furnished to be used in the Work, including all incidental or consequential damages resulting to City from such stop notices and claims;
- D. Failure of Contractor or its Subcontractors to comply with the provisions for insurance;
- E. Failure to comply with any Governmental Approval or similar authorization or order;
- F. Misrepresentation, misstatement, or omission with respect to any statement made in or any document furnished by the Contractor in connection therewith;
- G. Breach of any duty, obligation, or requirement under the Contract Documents;
- H. Failure to provide notice to any Party as required under the Contract Documents;
- I. Failure to protect the property of any utility provider or adjacent property owner; or
- J. Failure to make payment of all employee benefits.

This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees, except that, to the limited extent mandated by California Civil Code Section 2782, the Contractor shall not be responsible for liabilities which arise from the sole negligence or willful misconduct of Indemnitees or arise from the active negligence of City.

### **11.02 ENFORCEMENT**

Contractor's obligations under this Article extend to claims occurring after termination of the Contractor's performance of the Contract or Final Payment to Contractor. The obligations apply regardless of any actual or alleged negligent act or omission of Indemnitees. Contractor, however, shall not be obligated under this Agreement to indemnify an Indemnitee for claims arising from the sole active negligence or willful misconduct of the Indemnitee or independent contractors who are directly responsible to Indemnitees. Contractor's obligations under this Article are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. In the event of any claim, suit or demand made against any Indemnitees, the

City may in its sole discretion reserve, retain or apply any monies due to the Contractor under the Contract for the purpose of resolving such claims; provided, however, that the City may release such funds if the Contractor provides the City with reasonable assurance of protection of the City's interests. The City shall in its sole discretion determine whether such assurances are reasonable.

11.03 NO LIMITATIONS

Contractor's indemnification and defense obligations set forth in this Article are separate and independent from the insurance provisions set forth in Article 12 herein; and do not limit, in any way, the applicability, scope, or obligations set forth in those insurance provisions. In claims, suits, or demands against any Indemnatee by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the Contractor's indemnification and defense obligations shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts, or other employee benefits acts.

[END OF ARTICLE]

## **ARTICLE 12 – INSURANCE**

### **12.01 CONDITION TO COMMENCEMENT**

Contractor shall not commence Work under this Contract until Contractor has obtained all insurance required hereunder from a company or companies acceptable to City, nor shall the Contractor allow any Subcontractor to commence Work on a subcontract until all insurance required of said Subcontractor has been obtained. Proof of insurance including insurance certificates and endorsements as set forth in Exhibit 4 must be submitted by the Contractor prior to the City's execution of the Contract.

### **12.02 MINIMUM COVERAGE AND LIMITS**

Contractor shall maintain the insurance coverage as set forth in Exhibit 4 throughout the term of the Contract.

### **12.03 CONDITIONS REGARDING INSURANCE COVERAGE AND LIMITS**

City and Contractor agree as follows:

- A. All insurance coverage and limits provided pursuant to the Contract Documents shall apply to the full extent of the policies involved, available or applicable. Nothing contained in the Contract Documents or any other agreement relating to City or its operations limits the application of such insurance coverage.
- B. None of the policies required by this Contract shall be in compliance with these requirements if they include any limiting endorsement that has not been first submitted to City and approved in writing by the City Attorney or City's Risk Manager.

### **12.04 INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION**

This Agreement's insurance provisions:

- A. Are separate and independent from the indemnification and defense provisions in Article 12 of the Agreement; and
- B. Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12 of the Agreement.

[END OF ARTICLE]

## **ARTICLE 13 – BONDS**

### **13.01 REQUIRED BONDS**

A. Contractor shall furnish the following bonds:

1. A Performance Bond in an amount equal to one hundred percent (100%) of the total Contract price in the form shown in Exhibit "1" attached hereto.
2. A Payment Bond (Labor and Material) in an amount equal to one hundred percent (100%) of the total Contract price in the form shown in Exhibit "2" attached hereto.
3. A Maintenance Bond in an amount equal to ten percent (10%) of the total Contract price in the form shown in Exhibit "3" attached hereto.

### **13.02 POWER OF ATTORNEY**

All bonds shall be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. If the bonds are executed outside the State of California, all copies of the bonds must be countersigned by a California representative of the surety. The signature of the person executing the bond on behalf of Surety shall be acknowledged by a Notary Public as the signature of the person designated in the power of attorney.

### **13.03 APPROVED SURETY**

All bonds must be issued by a California admitted surety insurer with the minimum A.M Best Company Financial strength rating of "A: VII", or better. Bonds issued by a California admitted surety not listed on Treasury Circular 570 will be deemed accepted unless specifically rejected by the City. Bonds issued from admitted surety insurers not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660. All such bonds must be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. If the bonds are executed outside the State of California, all copies of the bonds must be countersigned by a California representative of the surety. The signature of the person executing the bond on behalf of Surety must be acknowledged by a Notary Public as the signature of the person designated in the power of attorney.

### **13.04 REQUIRED PROVISIONS**

Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents.

### **13.05 NEW OR ADDITIONAL SURETIES**

If, during the continuance of the Contract, any of the sureties, in the opinion of the City, are or become non-responsible or otherwise unacceptable to City, City may require other new or additional sureties, which the Contractor shall furnish to the satisfaction of City within ten (10) days after notice, and in default thereof the Contract may be suspended and the materials may be purchased or the Work completed as provided in Article 5 herein.



13.06 WAIVER OF MODIFICATIONS AND ALTERATIONS

No modifications or alterations made in the Work to be performed under the Contract or the time of performance shall operate to release any surety from liability on any bond or bonds required to be given herein. Notice of such events shall be waived by the surety.

13.07 APPROVAL OF BONDS

The Contract will not be executed by City nor the Notice to Proceed issued until the required bonds have been received and approved by City. City's decision as to the acceptability of all sureties and bonds is final. No substitution of the form of the documents will be permitted without the prior written consent of City.

[END OF ARTICLE]

## **ARTICLE 14 - LABOR PROVISIONS**

### **14.01 WORKING HOURS**

- A. Work or activity of any kind shall be limited to the hours from **5:00 a.m. to 3:00 p.m Monday through Thursday**. No construction noise shall be permitted between the hours of 3:00 p.m. and 5:00 a.m. of the next day.
- B. Work in excess of eight (8) hours per day, on Fridays, Saturdays, Sundays, or on City holidays requires prior consent of the Director and is subject to Cost of Overtime Construction Inspection.
- C. Night, Sunday and Holiday Work. No Work shall be performed at night, Sunday, or the ten (10) legal holidays to wit: New Year's Day, Martin Luther King, Jr. Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving Day, and Christmas Day, except Work pertaining to the public safety or with the permission of the Director, and accordance with such regulations as he/she shall furnish in writing. Before performing any Work at said times, except Work pertaining to the public safety, the Contractor shall give written notice to the Director so that proper inspection may be provided. "Night" as used in this paragraph shall be deemed to include the hours from 7:00 P.M. to 7:00 A.M. of the next succeeding day.

### **14.02 COST OF OVERTIME CONSTRUCTION SERVICES AND INSPECTIONS**

- A. Overtime construction Work performed at the option of, or for the convenience of, the Contractor will be inspected by the City at the expense of the Contractor. For any such overtime beyond the regular 8-hour day and for any time worked on Saturday, Sunday, or holidays the charges will be determined by the City, and submitted to the Contractor for payment.
- B. Equipment, materials, or services provided by the City, in connection with Contractor-initiated overtime construction Work described in Paragraph 14.02(A), will also be at the expense of the Contractor. The charges will be determined by the City, and submitted to the Contractor for payment.
- C. There will be no charges to the Contractor for the inspection of overtime Work ordered by the Director or required by the Contract Documents.

### **14.03 COMPLIANCE WITH STATE LABOR CODE**

- A. Contractor shall comply with the provisions of the Labor Code of the State of California and any amendments thereof.
  - 1. The time of service of any worker employed upon the Work shall be limited and restricted to eight (8) hours during any one-calendar day, and 40 hours during any one-calendar week.
  - 2. Work performed by employees of the Contractor in excess of eight (8) hours per day, and 40 hours during any one calendar week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.
  - 3. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him/her in connection with the Work; the record shall be kept open at all reasonable hours to the inspection of the City and to the Division of Labor Standards Enforcement of the State of California.
  - 4. In the event City deems Contractor is in violation of this Paragraph 14.03, the Contractor shall, as

a penalty, forfeit Fifty Dollars (\$50.00) for each worker employed in the execution of the Contract by the Contractor or by any Subcontractor for each calendar day for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. For each subsequent violation, a (one hundred dollar) \$100 penalty shall apply for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to cover underpaid wages. This subparagraph is effective to the extent it does not directly conflict with the overtime penalty provision of California Labor Code Section 558. In the event of such conflict, the California Labor Code governs over this Paragraph 14.03(A)(4).

#### 14.04 WAGE RATES

##### A. Prevailing Wages

1. Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime Work in the locality in which the Work is to be performed, for each craft, classification, or type of worker needed to execute the Contract. The Director of the Department of Industrial Relations of the State of California (pursuant to California Labor Code) and the United States Secretary of Labor (pursuant to the Davis-Bacon Act) have determined the general prevailing rates of wages in the locality in which the Work is to be performed. The rates are available online at [www.dir.ca.gov/DLSR/PWD/](http://www.dir.ca.gov/DLSR/PWD/). To the extent that there are any differences in the federal and state prevailing wage rates for similar classifications of labor, the Contractor and its Subcontractors shall pay the highest wage rate.
2. The Contractor shall post a copy of the general prevailing rate of per diem wages at the job site.
3. The Contractor and any Subcontractor under him/her shall pay not less than the specified prevailing rate of wages to all workers employed in the execution of the Contract.
4. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining Contract applicable to the particular craft, classification, or type of worker employed on the project.
5. The Contractor shall, as a penalty to the State or the City, forfeit not more than Fifty Dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the Work or craft in which the worker is employed under the Contract by the Contractor or by any Subcontractor under him. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.
6. The specified wage rates are minimum rates only and the City will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of payment by him/her of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at his/her own expense.

##### B. Payroll Records

1. Pursuant to California Labor Code Section 1776, the Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, Work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. The payroll records shall be certified and shall be available for

inspection.

2. The Contractor shall inform the City of the location of the payroll records, including the street address, city and county, and shall, within five (5) Working Days, provide a notice of change in location and address.
3. Upon request by the Director, the Contractor shall provide a copy of the certified payroll records along with a statement of compliance.

#### 14.05 APPRENTICESHIP STANDARDS

- A. Compliance with California Labor Code Section 1777.5 requires all public works contractors and subcontractors to:
  1. Prior to commencing work on a public works contract, submit Contract Award information to the applicable joint apprenticeship committee, including an estimate of the journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. Use Form DAS-140 from the State Department of Industrial Relations. The City reserves the right to require Contractor and Subcontractors to submit a copy of said forms to the City.
  2. Employ apprentices for the public work at a ratio of no less than one (1) hour or apprentice work for every five (5) hours or labor performed by a journeyman. To request dispatch of apprentices, use Form DAS-142 from the State Department of Industrial Relations. The City reserves the right to require Contractor and Subcontractors to submit a copy of said forms to the City.
  3. Pay the apprentice rate on public works projects only to those apprentices who are registered, as defined in Labor Code Section 3077.
  4. Contribute to the training fund in the amount identified in the Prevailing Wage Rate publication for journeyman and apprentices. Contractors who choose not to contribute to the local training trust fund must make their contributions to the California Apprenticeship Council, P.O. Box 420603, San Francisco, CA 94142.
- B. Failure to comply with the provisions of California Labor Code Section 1777.5 may result in the loss of the right to bid or perform work on all public works projects for a period of one to three years and the imposition of a civil penalty of One Hundred Dollars (\$100.00) for each calendar day of noncompliance for the first violation and up to Three Hundred Dollars (\$300.00) for each calendar day of noncompliance for a second or subsequent violation. Contractor should make a separate copy of this material for each of his/her Subcontractors.
- C. Payroll Records. The Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman apprentice, worker or other employee employed in connection with the work. The payroll records shall be certified and shall be submitted to the Project Manager every two weeks.
- D. Statement of Employer Fringe Benefit Payments. Within five (5) calendar days of signing the Contract or Subcontract, as applicable, the Statement of Employer Payments (DLSE Form PW 26 from the State Department of Industrial Relations) shall be completed for each Contractor and Subcontractor of any tier who pays benefits to a third party trust, plan or fund for health and welfare benefits,

vacation funds or makes pension contributions. The form must contain, for each worker classification, the fund, plan or trust name, address, administrator, the amount per hour contributed and the frequency of contributions. Training fund contributions shall also be reported in this form. City reserves the right to require Contractors and Subcontractors to submit a copy of said forms to the City.

14.06 EMPLOYMENT OF APPRENTICES

- A. In the performance of this Contract, the Contractor and any Subcontractor shall comply with the provisions concerning the employment of apprentices in the Labor Code of the State of California and any amendments thereof.
- B. In the event the Contractor or any Subcontractor willfully fails to comply with the aforesaid provisions of the Labor Code, such Contractor or Subcontractor shall be subject to the penalties for noncompliance in the Labor Code of the State of California and any amendments thereof.

14.07 REGISTRATION WITH THE STATE DEPARTMENT OF INDUSTRIAL RELATIONS

In the performance of this Contract, Contractor and/or any Subcontractor must be currently registered and qualified (including payment of any required fee) with the State Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the State Department of Industrial Relations.

14.08 CHARACTER OF WORKERS

The Contractor shall not allow his/her agents or employees, Subcontractors, or any agent or employee thereof, to trespass on premises or lands in the vicinity of the Work. Only skilled foremen and workers shall be employed on Work requiring special qualifications, and when required by the Director, the Contractor shall discharge any person who commits trespass, or in the opinion of the Director, acts in a disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable manner. Any employee being intoxicated or bringing or having intoxicating liquors or controlled substances on the Work shall be discharged. Such discharge shall not be the basis of any claim for compensation of damages against the City or any of its officers, agents, and employees.

14.09 NO SMOKING – STATE LABOR CODE SECTION 6404.5

The Contractor and its agents, employees, Subcontractors, representatives, and any person under Contractor's control, are prohibited from smoking in— or within a 20-foot distance from— the Site, which is a "place of employment" under California Labor Code § 6404.5.

[END OF ARTICLE]



## **ARTICLE 15 - DISPUTE RESOLUTION**

### **15.01 SUBMISSION OF CLAIMS**

#### **A. By Contractor**

Contractor's right to commence the Claims Dispute Resolution Process shall arise upon the Director's written response denying all or part of a Claim. Contractor shall submit a written Statement of Dispute to the Director within seven (7) Days after the Director rejects all or a portion of Contractor's Claim. Contractor's Statement of Dispute shall be signed under penalty of perjury and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the effect, if any, on the compensation due or performance obligations of Contractor under the Construction Contract. Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to the adjustment of the Contractor's obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on Contractor's time for performance. Adequate supporting data to a Statement of Dispute submitted by Contractor involving Contractor's compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

#### **B. By City**

City's right to commence the Claims Dispute Resolution Process shall arise at any time following the City's actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude City from asserting Claims in response to a Claim asserted by Contractor. A Statement of Dispute submitted by City shall state the events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by City as a result of such events.

#### **C. Claims Defined**

The term "claims" as used herein shall be as defined in California Public Contract Code § 20104(b)(2).

### **15.02 CLAIMS DISPUTE RESOLUTION PROCESS**

The parties shall utilize each of the following steps in the Claims Dispute Resolution Process in the sequence they appear below. Each party shall participate fully and in good faith in each step in the Claims Dispute Resolution Process, which good faith effort shall be a condition precedent to the right of each party to proceed to the next step in the Claims Dispute Resolution Process.

#### **A. Direct Negotiations**

Designated representatives of City and Contractor shall meet as soon as possible (but not later than ten (10) Days after receipt of the Statement of Dispute) in a good faith effort to negotiate a resolution to the Claim. Each party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such party, and with full authority to resolve such Claim then and there, subject only to City's right and obligation to obtain City Council [or other City official] approval of any agreed settlement or resolution. In the Claim involves the assertion of a right or claim by a Subcontractor against Contractor that is in turn being asserted by Contractor against City, then such Subcontractor shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the parties may either continue the negotiations or either party may declare negotiations ended. All discussions that occur during such negotiations and all documents

prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

B. Deferral of Claims

Following the completion of the negotiations required by Paragraph 15.02-A., all unresolved Claims, except those that do not involve parties other than the Contractor and City, shall be deferred pending Final Completion of the Work, subject to City's right, in its sole and absolute discretion, to require that the claims Dispute Resolution Process proceed prior to Final Completion. In the event that City does not elect to proceed with the Claims Dispute Resolution Process prior to Final Completion of the Work, all Claims that have been deferred until such Final Completion shall be consolidated within a reasonable time after such Final Completion and thereafter pursued to resolution pursuant to the Claims Dispute Resolution Process. Nothing contained in this Article 15 shall be interpreted as limiting the parties' rights to continue informal negotiations of Claims that have been deferred until such Final Completion; provided, however, that such informal negotiations shall not be interpreted as altering the provisions of this Article 15 deferring final determination and resolution of unresolved Claims until after Final Completion of the Work.

C. Legal Proceedings

If the Claim is not resolved by direct negotiations, then the party wishing to further pursue resolution or determination of the Claim shall submit the Claim for determination by commencing legal proceedings in a court of competent jurisdiction.

15.03 NO WAIVER

Participation in the Claims Dispute Resolution Process shall not constitute a waiver, release or compromise of any defense of either party, including, without limitation, any defense based on the assertion that the rights of Contractor that are the basis of a Claim were previously waived by Contractor due to failure to comply with the Contract Documents, including, without limitation, Contractor's failure to comply with any time periods for providing notices or for submission or supporting documentation of Claims.

[END OF ARTICLE]

## **ARTICLE 16 - ACCOUNTING RECORDS**

### **16.01 MAINTENANCE OF RECORDS**

Contractor shall keep, and shall include in its contracts with its Subcontractors, provisions requiring its Subcontractors to keep full and detailed books and records in accordance with the requirements of the Contract Documents, including the following: all information, materials and data of every kind and character (hard copy, as well as computer readable data if it exists), that have any bearing on or pertain to any matters, rights, duties or obligations relating to the Project or the performance of the Work, including, without limitation, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, change orders, change order requests, estimates, field orders, schedules, diaries, logs, reports, shop drawings, samples, exemplars, Drawings, Specifications, invoices, delivery tickets, receipts, vouchers, cancelled checks, memoranda; accounting records; job cost reports; job cost files (including complete documentation covering negotiated settlements); backcharge; general ledgers; documentation of cash and trade discounts earned; insurance rebates and dividends, and other documents relating in way to Claims or Change Orders, Construction Change Directives, Work Directives, or other claims for payment related to the Project asserted by Contractor or any Subcontractor ("Accounting Records"). Contractor shall exercise such controls as may be necessary for proper financial management of the Work. Such accounting and control systems shall comply with prevailing custom and practice for similar projects, be satisfactory to City and shall include preservation of such records for a period of five (5) years after approval of the Notice of Completion and Acceptance by City, or for such longer period as may be required by applicable laws.

### **16.02 ACCESS TO RECORDS**

Contractor shall allow, and shall include in its contracts with its Subcontractors provisions requiring its Subcontractors to allow, City and its authorized representative(s), auditors, attorneys and accountants, upon twenty-four (24)-hour notice to Contractor, full access to inspect and copy all books and records relating to the Project that Contractor is required to maintain pursuant to Paragraph 16.01, above.

### **16.03 CONTRACTOR NONCOMPLIANCE, WITHHOLDING**

Contractor's compliance with Paragraphs 16.01 and 16.02, above, shall be a condition precedent to maintenance of any legal action or arbitration by Contractor against City. In addition to and without limitation upon City's other rights and remedies for breach, including any other provisions for withholding set forth in the Contract Documents, City shall have the right, exercised in its sole discretion, to withhold from any payment to Contractor due under a current Application for Payment an additional sum of up to ten percent (10%) of the total amount set forth in such Application for Payment, until Contractor and its Subcontractors have complied with any outstanding and unsatisfied request by City under this Article 16. Upon such compliance with this Article 16, any additional monies withheld pursuant to this Paragraph 16.03 shall be released to Contractor.

### **16.04 SPECIFIC ENFORCEMENT BY CITY**

Contractor agrees that any failure by Contractor or any Subcontractor to provide access to its books and records as required by this Article 16 shall be specifically enforceable, by issuance of a preliminary and/or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court and without the necessity of oral testimony, to compel Contractor to permit access, inspection, audits and/or reproduction of such books and records or to require delivery of such books and records to City for inspection, audit and/or reproduction.

[END OF ARTICLE]

## **ARTICLE 17-MISCELLANEOUS PROVISIONS**

### **17.01 COMPLIANCE WITH APPLICABLE LAWS**

#### **A. Notices, Compliance**

Contractor shall give all notices required by governmental authorities and comply with all applicable laws and lawful orders of governmental authorities, including but not limited to the provisions of the California Code of Regulations applicable to contractors performing construction and all laws, ordinances, rules, regulations and lawful orders relating to safety, prevailing wage and equal employment opportunities.

#### **B. Taxes, Employee Benefits**

Contractor shall pay at its own expense, at no cost to the City and without adjustment to the Contract Sum, all local, state and federal taxes, including, without limitation all sales, consumer, business license, use and similar taxes on materials, labor or other items furnished for the Work or portions thereof provided by Contractor or Subcontractors, all taxes arising out of its operations under the Contract Documents and all benefits, insurance, taxes and contributions for social security and unemployment insurance which are measured by wages, salaries or other remuneration paid to Contractor's employees. If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to meat for its exclusive use, then City, upon request, will execute documents necessary to show that is a political subdivision of the State for the purposes of such exemption and that the sale is for the exclusive use of the City, in which case no excise tax for such materials shall be included in the Bid or Contract Sum.

#### **C. Notice of Violations**

Contractor shall immediately notify the City and Director in writing of any instruction received from the City, Director, Architect or other person or entity that, if implemented, would cause a violation of any applicable law or lawful order of a governmental authority. If Contractor fails to provide such notice, then Director shall be entitled to assume that such instruction is in compliance with applicable laws and lawful orders of governmental authorities. If Contractor observes that any portion of the Drawings and Specifications or Work are at variance with applicable laws or lawful orders of governmental authorities, or should Contractor become aware of conditions not covered by the Contract Documents which will result in Work being at variance therewith, Contractor shall promptly notify Director in writing. If, without such notice to Director, Contractor or any Subcontractor performs any Work which it knew, or through the exercise of reasonable care should have known, was contrary to lawful orders of governmental authorities or applicable laws, then Contractor shall bear all resulting losses at its own expense, at no cost to City and without adjustment to the Contract Sum.

### **17.02 OWNERSHIP OF DESIGN DOCUMENTS**

#### **A. Property of City**

All Design Documents, Contract Documents and Submittals (including, without limitation, all copies thereof) and all designs and building designs depicted therein are and shall remain the sole and exclusive property of the City and the City shall solely and exclusively hold all copyrights thereto. Without derogation the City's rights under this Paragraph, the Contractor and Subcontractors are granted a limited, non-exclusive license, revocable at will of City, to use and reproduce applicable

portions of the Contract Documents and Submittals as appropriate to and for use in the execution of the Work and for no other purpose.

B. Documents on Site

Contractor shall keep on the Project site, at all times and for use by City, Director, Inspectors of Record and City's Consultants, a complete set of the Contract Documents that have been approved by applicable Governmental Authorities.

C. Delivery to City

All Design Documents, Contract Documents and Submittals in the possession of Contractor or Subcontractors shall be returned to the City upon the earlier of Final Completion or termination of the Construction Contract; provided, however, that Contractor and each Subcontractor shall have the right to retain one (1) copy of the Contract Documents and Submittals for its permanent records

D. Subcontractors

Contractor shall take all necessary steps to assure that a provision is included in all subcontracts with Subcontractors, of every tier, who perform Work on the Project establishing, protecting and preserving the, City's rights set forth in this Paragraph.

17.03 AMENDMENTS

The Contract Documents may be amended only by a written instrument duly executed by the parties or their respective successors or assigns.

17.04 WAIVER

Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision, any course of dealing or custom of the trade notwithstanding. Furthermore, if the parties make and implement any interpretation of the Contract Documents without documenting such interpretation by an instrument in writing signed by both parties, such interpretation and implementation thereof will not be binding in the event of any future disputes.

17.05 INDEPENDENT CONTRACTOR

Contractor is an independent contractor, and nothing contained in the Contract Documents shall be construed as constituting any relationship with City other than that of Project owner and independent contractor. In no event shall the relationship between City and Contractor be construed as creating any relationship whatsoever between City and Contractor's employees. Neither Contractor nor any of its employees is or shall be deemed to be an employee of City. Except as otherwise specified in the Contract Documents, Contractor has sole authority and responsibility to employ, discharge and otherwise control its employees and has complete and sole responsibility as a principal for its agents, for all Subcontractors and for all other Persons that Contractor or any Subcontractor hires to perform or assist in performing the Work.

17.06 SUCCESSORS AND ASSIGNS

The Contract Documents shall be binding upon and inure to the benefit of City and Contractor and their



permitted successors, assigns and legal representatives.

- A. City may assign all or part of its right, title and interest in and to any Contract Documents, including rights with respect to the Payment and Performance Bonds, to (a) any other governmental person as permitted by governmental rules, provided that the successor or assignee has assumed all of City's obligations, duties and liabilities under the Contract Document then in effect; and (b) any other Person with the prior written approval of Contractor.
- B. Contractor may collaterally assign its rights to receive payment under the Contract Documents. Contractor may not delegate any of its duties hereunder, except to Subcontractors as expressly otherwise permitted in the Contract Documents. Contractor's assignment or delegation of any of its Work under the Contract Documents shall be ineffective to relieve Contractor of its responsibility for the Work assigned or delegated, unless City, in its sole discretion, has approved such relief from responsibility.

Any assignment of money shall be subject to all proper set-offs and withholdings in favor of City and to all deductions provided for in the Contract. All money withheld, whether assigned or not, shall be subject to being used by City for completion of the Work, should Contractor be in default.

- C. Except for the limited circumstances set forth in Paragraph 17.06-B, above, Contractor may not, without the prior written consent of City in its sole discretion, voluntarily or involuntarily assign, convey, transfer, pledge, mortgage or otherwise encumber its rights or interests under the Contract Documents. No partner, joint venturer, member or shareholder of Contractor may assign, convey, transfer, pledge, mortgage or otherwise encumber its ownership interest in Contractor without the prior written consent of City, in City's sole discretion.

#### 17.07 SURVIVAL

Contractor's representations and warranties, the dispute resolution provisions contained in Article 15, and all other provisions which by their inherent character should survive termination of the Contract and/or Final Acceptance, shall survive the termination of the Contract and the Final Acceptance Date.

#### 17.08 LIMITATION ON THIRD PARTY BENEFICIARIES

It is not intended by any of the provisions of the Contract Documents to create any third party beneficiary hereunder or to authorize anyone not a party hereto to maintain a suit for personal injury or property damage pursuant to the terms or provisions hereof, except to the extent that specific provisions (such as the warranty and indemnity provisions) identify third parties and state that they are entitled to benefits hereunder. The duties, obligations and responsibilities of the parties to the Contract Documents with respect to such third parties shall remain as imposed by law. The Contract Documents shall not be construed to create a contractual relationship of any kind between City and a Subcontractor or any other Person except Contractor.

#### 17.09 PERSONAL LIABILITY OF CITY EMPLOYEES

City's authorized representatives are acting solely as agents and representatives of City when carrying out the provisions of or exercising the power or authority granted to them under the Contract. They shall not be liable either personally or as employees of City for actions in their ordinary course of employment.

No agent, consultant, Council member, officer or authorized employee of City, shall be personally responsible for any liability arising under the Contract.

17.10 NO ESTOPPEL

City shall not, nor shall any officer thereof, be precluded or estopped by any measurement, estimate or certificate made or given by the City representative or other officer, agent, or employee of City under any provisions of the Contract from at any time (either before or after the final completion and acceptance of the Work and payment therefor) pursuant to any such measurement, estimate or certificate showing the true and correct amount and character of the work done, and materials furnished by Contractor or any person under the Contract or from showing at any time that any such measurement, estimate or certificate is untrue and incorrect, or improperly made in any particular, or that the work and materials, or any part thereof, do not in fact conform to the Contract Documents. Notwithstanding any such measurement, estimate or certificate, or payment made in accordance therewith, City shall not be precluded or estopped from recovering from Contractor and its Sureties such damages as City may sustain by reason of Contractor's failure to comply or to have complied with the Contract Documents.

17.11 GOVERNING LAW

The laws of the State of California govern the construction and interpretation of the Contract Documents, without regard to conflict of law principles. Unless the Contract Documents provide otherwise, any reference to laws, ordinances, rules, or regulations include their later amendment, modifications, and successor legislation. If Contractor or City brings a lawsuit to enforce or interpret one or more provisions of the Contract Documents, jurisdiction is in the Superior Court of the County of Los Angeles, California, or where otherwise appropriate, in the United States District Court, Central District of California. Contractor and City acknowledge that the Contract Documents were negotiated, entered into, and executed—and the Work was performed—in the City of Vernon, California.

17.12 FURTHER ASSURANCES

Contractor shall promptly execute and deliver to City all such instruments and other documents and assurances as are reasonably requested by City to further evidence the obligations of Contractor hereunder, including assurances regarding assignments of Subcontractors contained herein.

17.13 SEVERABILITY

If any clause, provision, section, paragraph or part of the Contract is ruled invalid by a court having proper jurisdiction, then the parties shall: (a) promptly meet and negotiate a substitute for such clause, provision, section, paragraph or part, which shall, to the greatest extent legally permissible, effect the original intent of the parties, including an equitable adjustment to the Contract Price to account for any change in the Work resulting from such invalidated portion; and (b) if necessary or desirable, apply to the court or other decision maker (as applicable) which declared such invalidity for an interpretation of the invalidated portion to guide the negotiations. The invalidity or unenforceability of any such clause, provision, section, paragraph or part shall not affect the validity or enforceability of the balance of the Contract, which shall be construed and enforced as if the Contract did not contain such invalid or unenforceable clause, provision, section, paragraph or part.

17.14 HEADINGS

The captions of the sections of the Contract are for convenience only and shall not be deemed part of the Contract or considered in construing the Contract.

17.15 ENTIRE AGREEMENT

The Contract Documents contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, understandings, statements, representations and negotiations between the parties with respect to its subject matter.

17.16 COUNTERPARTS

This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[END OF ARTICLE]

## EXHIBIT 1

Bond No.: \_\_\_\_\_

Premium Amount: \$ \_\_\_\_\_

Bond's Effective Date: \_\_\_\_\_

### PERFORMANCE BOND

#### RECITALS:

1. The City of Vernon, California ("City"), has awarded to

\_\_\_\_\_  
(Name, address, and telephone of Contractor)

\_\_\_\_\_  
a Contract (the "Contract") for the Work described as follows:

Specification No. \_\_\_\_\_ in Vernon, CA.

2. Principal is required under the terms of the Contract— and all contract documents referenced in it ("Contract Documents")— to furnish a bond guaranteeing Principal's faithful performance of the Work.
3. The Contract and Contract Documents, including all their amendments and supplements, are incorporated into this Bond and made a part of it by this reference.

#### OBLIGATION:

THEREFORE, for value received, We, Principal and

\_\_\_\_\_  
(Name, address, and telephone of Surety)

\_\_\_\_\_  
a duly admitted surety insurer under California's laws, agree as follows:

By this Bond, We jointly and severally obligate and bind ourselves, and our respective heirs, executors, administrators, successors, and assigns to pay City the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) ("the Bonded Sum"), this amount comprising not less than the total Contract Sum, in lawful money of the United States of America.

The California Licensed Resident Agent for Surety is:

\_\_\_\_\_  
(Name, address, and telephone)

\_\_\_\_\_. Registered Agent's California Department of Insurance License No. \_\_\_\_\_.

THE CONDITION OF THIS BOND'S OBLIGATION IS THAT, if Principal promptly and faithfully performs the undertakings, terms, covenants, conditions, and agreements in the Contract and Contract Documents (including all their amendments and supplements), all within the time and in the manner that those documents specify, then this obligation becomes null and void. Otherwise, this Bond remains in full force and effect, and the following terms and conditions apply to this Bond:

1. This Bond specifically guarantees Principal's performance of each obligation and all obligations under the Contract and Contract Documents, as they may be amended and supplemented— including, but not limited to, Principal's liability for liquidated damages, Warranties, Guarantees, Correction, and Maintenance obligations as specified in the Contract and Contract Documents— except that Surety's total obligation, as described here, will not exceed the Bonded Sum.
2. For those obligations of Principal that survive Final Completion of the Work described in the Contract and Contract Documents, the guarantees in this Bond also survive Final Completion of the Work.
3. When City declares that Principal is in default under the Contract, or Contract Documents, or both, Surety shall promptly: (a) remedy the default; (b) complete the Project according to the Contract Documents' terms and conditions then in effect; or (c) using a procurement methodology approved by City, select a contractor or contractors— acceptable to City— to complete all of the Work, and arrange for a contract between the contractor(s) and City. Surety shall make available, as the Work progresses, sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract and Contract Documents— including other costs and damages for which Surety is liable under this Bond— except that

Surety's total obligation, as described here, will not exceed the Bonded Sum.

4. An alteration, modification, change, addition, deletion, omission, agreement, or supplement to the Contract, Contract Documents, or the nature of the Work performed under the Contract or Contract Documents— including, without limitation, an extension of time for performance— does not, in any way, affect Surety's obligations under this Bond. Surety waives any notice of alteration, modification, change, addition, deletion, omission, agreement, supplement, or extension of time.
5. Surety's obligations under this Bond are separate, independent from, and not contingent upon any other surety's guaranteeing Principal's faithful performance of the Work.
6. No right of action accrues on this Bond to any entity other than City or its successors and assigns.
7. If an action at law or in equity is necessary to enforce or interpret this Bond's terms, Surety must pay— in addition to the Bonded Sum— City's reasonable attorneys' fees and litigation costs, in an amount the court fixes.
8. Surety shall mail City written notice at least 30 days before: (a) the effective date on which the Surety will cancel, terminate, or withdraw from this Bond; or (b) this Bond becomes void or unenforceable for any reason.

On the date set forth below, Principal and Surety duly executed this Bond, with the name of each party appearing below and signed by its representative(s) under the authority of its governing body.

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

PRINCIPAL:

SURETY:

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Name)

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

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

By: \_\_\_\_\_

By: \_\_\_\_\_

(Name)

(Name)

Its: \_\_\_\_\_

Its: \_\_\_\_\_

(Title)

(Title)

Address for Serving Notices or Other Documents:

Address for Serving Notices or Other Documents:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

CORPORATE SEAL

CORPORATE SEAL

- *THIS BOND MUST BE EXECUTED IN DUPLICATE.*
- *EVIDENCE MUST BE ATTACHED OF THE AUTHORITY OF ANY PERSON SIGNING AS ATTORNEY-IN-FACT.*
- *THE ATTORNEY-IN-FACT'S SIGNATURE MUST BE NOTARIZED.*
- *A CORPORATE SEAL MUST BE IMPRESSED ON THIS FORM WHEN THE PRINCIPAL, OR THE SURETY, OR BOTH, ARE A CORPORATION.*

APPROVED AS TO SURETY AND  
AMOUNT OF BONDED SUM:

APPROVED AS TO FORM:

By \_\_\_\_\_  
General Manager of Public Utilities

By \_\_\_\_\_  
City Attorney

BOND ACKNOWLEDGMENT

FOR  
SURETY'S ATTORNEY-IN-FACT

STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
before me, \_\_\_\_\_(name), a Notary Public for said County, personally  
appeared \_\_\_\_\_(name), who proved to me on the basis of  
satisfactory evidence to be the person whose name is subscribed to this instrument as the attorney in fact of  
\_\_\_\_\_, and acknowledged to me that he/she subscribed the  
name of \_\_\_\_\_ thereto as principal, and his/he own name as  
attorney in fact.

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

\_\_\_\_\_  
Notary Public

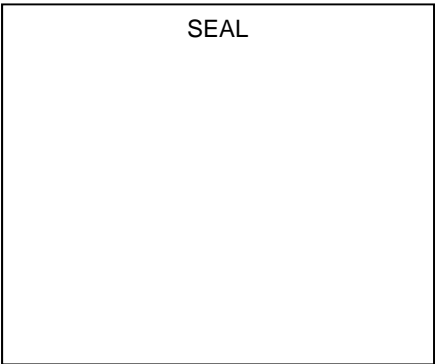




EXHIBIT 2

Bond No.: \_\_\_\_\_

Premium Amount: \$ \_\_\_\_\_

Bond's Effective Date: \_\_\_\_\_

# PAYMENT BOND

## (LABOR AND MATERIALS)

RECITALS:

1. The City of Vernon, California ("City"), has awarded to

(Name, address, and telephone of Design-Builder)

\_\_\_\_\_ ("Principal"),  
a Contract (the "Contract") for the Work described as follows:

Specification No. \_\_\_\_\_: \_\_\_\_\_ in Vernon, CA.

2. Principal is required under California Civil Code Sections 3247-3248 and the terms of the Contract— and all contract documents referenced in it ("Contract Documents")— to furnish a bond guaranteeing Principal's paying claims, demands, liens, or suits for any work, labor, services, materials, or equipment furnished or used in the Work.
3. The Contract and Contract Documents, including all their amendments and supplements, are incorporated into this Bond and made a part of it by this reference.

OBLIGATION:

THEREFORE, for value received, We, Principal and

(Name, address, and telephone of Surety)

\_\_\_\_\_, ("Surety"),

a duly admitted surety insurer under California's laws, agree as follows:

By this Bond, We jointly and severally obligate and bind ourselves, and our respective heirs, executors, administrators, successors, and assigns to pay City the penal sum of \_\_\_\_\_

and assigns to pay City the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) ("the Bonded Sum"), this amount comprising not less than the total Contract Sum, in lawful money of the United States of America.

The California Licensed Resident Agent for Surety is:

(Name, address, and telephone)

\_\_\_\_\_. Registered Agent's California Department of Insurance License No. \_\_\_\_\_

THE CONDITION OF THIS BOND'S OBLIGATION IS THAT, if Principal or a subcontractor fails to pay (a) any person named in California Civil Code Section 3181, or any successor legislation; (b) any amount due under California's Unemployment Insurance Code, or any successor legislation, for work or labor performed under the Contract or Contract Documents; or (c) any amount under Unemployment Insurance Code Section 13020, or any successor legislation, that Principal or a subcontractor must deduct, withhold, and pay over to the Employment Development Department from the wages of its employees, for work or labor performed under the Contract or Contract Documents, then Surety shall pay for the same in an amount not-to-exceed the Bonded Sum. Otherwise, this obligation becomes null and void. While this Bond remains in full force and effect, the following terms and conditions apply to this Bond:

1. This Bond inures to the benefit of any of the persons named in California Civil Code Section 3181, or any successor legislation, giving those persons or their assigns a right of action in any suit brought upon this Bond, unless California Civil Code Section 3267, or any successor legislation, applies.

2. An alteration, modification, change, addition, deletion, omission, agreement, or supplement to the Contract, Contract Documents, or the nature of the Work performed under the Contract or Contract Documents— including, without limitation, an extension of time for performance— does not, in any way, affect Surety's obligations under this Bond. Surety waives any notice of alteration, modification, change, addition, deletion, omission, agreement, supplement, or extension of time.
3. Surety's obligations under this Bond are separate, independent from, and not contingent upon any other surety's paying claims, demands, liens, or suits for any work, labor, services, materials, or equipment furnished or used in the Work.
4. If an action at law or in equity is necessary to enforce or interpret this Bond's terms, Surety must pay— in addition to the Bonded Sum— City's reasonable attorneys' fees and litigation costs, in an amount the court fixes.
5. Surety shall mail City written notice at least 30 days before: (a) the effective date on which the Surety will cancel, terminate, or withdraw from this Bond; or (b) this Bond becomes void or unenforceable for any reason.

On the date set forth below, Principal and Surety duly executed this Bond, with the name of each party appearing below and signed by its representative(s) under the authority of its governing body.

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

PRINCIPAL:

SURETY:

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Name)

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

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

By: \_\_\_\_\_  
(Name)

By: \_\_\_\_\_  
(Name)

Its: \_\_\_\_\_  
(Title)

Its: \_\_\_\_\_  
(Title)

Address for Serving Notices or Other Documents:

Address for Serving Notices or Other Documents:

\_\_\_\_\_

\_\_\_\_\_

CORPORATE SEAL

CORPORATE SEAL

- *THIS BOND MUST BE EXECUTED IN DUPLICATE.*
- *EVIDENCE MUST BE ATTACHED OF THE AUTHORITY OF ANY PERSON SIGNING AS ATTORNEY-IN-FACT.*
- *THE ATTORNEY-IN-FACT'S SIGNATURE MUST BE NOTARIZED.*
- *A CORPORATE SEAL MUST BE IMPRESSED ON THIS FORM WHEN THE PRINCIPAL, OR THE SURETY, OR BOTH, ARE A CORPORATION.*

APPROVED AS TO SURETY AND  
AMOUNT OF BONDED SUM:

APPROVED AS TO FORM:

By \_\_\_\_\_  
General Manager of Public Utilities

By \_\_\_\_\_  
City Attorney

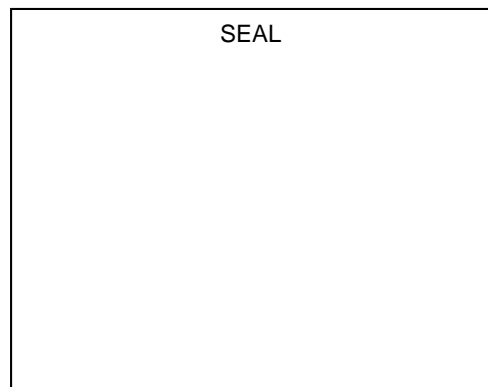
BOND ACKNOWLEDGMENT  
FOR  
SURETY'S ATTORNEY-IN-FACT

STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
before me, \_\_\_\_\_(name), a Notary Public for said County, personally  
appeared \_\_\_\_\_(name), who proved to me on the basis of  
satisfactory evidence to be the person whose name is subscribed to this instrument as the attorney in fact of  
, and acknowledged to me that he/she subscribed the name of \_\_\_\_\_ thereto  
as principal, and his/he own name as attorney in fact.

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

\_\_\_\_\_  
Notary Public



### EXHIBIT 3

Bond No.: \_\_\_\_\_

Premium Amount: \$ \_\_\_\_\_

Bond's Effective Date: \_\_\_\_\_

## MAINTENANCE BOND

### RECITALS:

1. The City of Vernon, California ("City"), has awarded to

\_\_\_\_\_  
(Name, address, and telephone of Contractor)

\_\_\_\_\_  
("Principal"),  
a Contract (the "Contract") for the Work described as follows:

Specification No. \_\_\_\_\_: \_\_\_\_\_ in Vernon, CA.

2. Principal is required under the terms of the Contract— and all contract documents referenced in it ("Contract Documents")— after completion of the Work and before the filing and recordation of a Notice of Completion for the Work, to furnish a bond to secure claims for Maintenance equal to ten percent (10%) of the total amount of the Contract Which shall hold good for a period of one (1) year from the date the City's Notice of Completion and Acceptance of the Work is filed with the County Recorder, to protect the City against the result of faulty material or workmanship during that time.
3. The Contract and Contract Documents, including all their amendments and supplements, are incorporated into this Bond and made a part of it by this reference.

### OBLIGATION:

THEREFORE, for value received, We, Principal and

\_\_\_\_\_  
(Name, address, and telephone of Surety)

\_\_\_\_\_  
("Surety"),

a duly admitted surety insurer under California's laws, agree as follows:

By this Bond, We jointly and severally obligate and bind ourselves, and our respective heirs, executors, administrators, successors, and assigns to pay City the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) ("the Bonded Sum"), this amount comprising not less than ten percent (10%) of the total Contract Sum, in lawful money of the United States of America.

The California Licensed Resident Agent for Surety is:

\_\_\_\_\_  
(Name, address, and telephone)

Registered Agent's California Department of Insurance License No. \_\_\_\_\_.

THE CONDITION OF THIS BOND'S OBLIGATION IS THAT if the said Principal or any of his or her or its subcontractors, or the heirs, executors, administrators, successors, or assigns or assigns of any, all, or either of them, shall fail to execute within a reasonable amount of time, or fail to respond within seven (7) days with a written schedule acceptable to the City for same, repair or replacement of any and all Work, together with any other adjacent Work which may be displaced by so doing, that proves to be defective in its workmanship or material for the period of one (1) year (except when otherwise required in the Contract to be for a longer period) from the date the City's Notice of Completion and Acceptance, or equivalent, is filed with the County Recorder, ordinary wear and tear and unusual abuse or neglect excepted with respect to such Work and labor, the Surety herein shall pay for the same, in an amount not exceeding the sum specified in this Bond.

1. When City declares that Principal is in default under the Contract, or Contract Documents, or both, Surety shall promptly remedy the default using a procurement methodology approved by City, select a contractor or contractors— acceptable to City to complete all of the Work, and arrange for a contract between the contractor(s) and City. Surety shall make available sufficient funds to pay the cost of repair or replacement of any and all Work and to pay and perform all obligations of Principal under the Contract and Contract Documents— including other costs and damages for which Surety is liable under this Bond except that Surety's total obligation, as described here, will not exceed the Bonded Sum.

2. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.
3. Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said Contract or to the Work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.
4. Surety's obligations under this Bond are separate, independent from, and not contingent upon any other surety's guaranteeing Principal's faithful performance of the Work.
5. No right of action accrues on this Bond to any entity other than City or its successors and assigns.
6. If an action at law or in equity is necessary to enforce or interpret this Bond's terms, Surety must pay, in addition to the Bonded Sum, City's reasonable attorneys' fees and litigation costs, in an amount the court fixes.
7. Surety shall mail City written notice at least 30 days before: (a) the effective date on which the Surety will cancel, terminate, or withdraw from this Bond; or (b) this Bond becomes void or unenforceable for any reason.
8. Death of the Principal shall not relieve Surety of its obligations hereunder.

On the date set forth below, Principal and Surety duly executed this Bond, with the name of each party appearing below and signed by its representative(s) under the authority of its governing body.

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

SURETY:

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Name)

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

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

By: \_\_\_\_\_  
(Name)

By: \_\_\_\_\_  
(Name)

Its: \_\_\_\_\_  
(Title)

Its: \_\_\_\_\_  
(Title)

Address for Serving Notices or Other Documents:

Address for Serving Notices or Other Documents:

\_\_\_\_\_  
CORPORATE SEAL

\_\_\_\_\_  
CORPORATE SEAL

- THIS BOND MUST BE EXECUTED IN DUPLICATE.
- EVIDENCE MUST BE ATTACHED OF THE AUTHORITY OF ANY PERSON SIGNING AS ATTORNEY-IN-FACT.
- THE ATTORNEY-IN-FACT'S SIGNATURE MUST BE NOTARIZED.
- A CORPORATE SEAL MUST BE IMPRESSED ON THIS FORM WHEN THE PRINCIPAL, OR THE SURETY, OR BOTH, ARE A CORPORATION.

APPROVED AS TO SURETY & AMOUNT OF BONDED SUM:

APPROVED AS TO FORM:

By \_\_\_\_\_  
General Manager of Public Utilities

By \_\_\_\_\_  
City Attorney

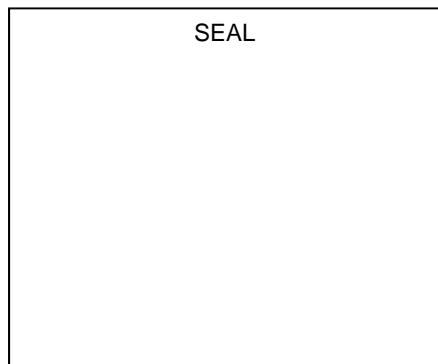
BOND ACKNOWLEDGMENT  
FOR  
SURETY'S ATTORNEY-IN-FACT

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF                        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
before me, \_\_\_\_\_(name), a Notary Public for said County, personally  
appeared \_\_\_\_\_(name), who proved to me on the basis of  
satisfactory evidence to be the person whose name is subscribed to this instrument as the attorney in fact of  
\_\_\_\_\_, and acknowledged to me that he/she subscribed the  
name of \_\_\_\_\_ thereto as principal, and his/he own name as  
attorney in fact.

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

\_\_\_\_\_  
Notary Public





## EXHIBIT 4

### INSURANCE REQUIREMENTS

#### 1.0 REQUIRED INSURANCE POLICIES

At its own expense, Contractor shall obtain, pay for, and maintain – and shall require each of its Subcontractors to obtain and maintain – for the duration of the Agreement, policies of insurance meeting the following requirements:

A. Workers' Compensation/Employer's Liability Insurance shall provide workers' compensation statutory benefits as required by law.

1. Employer's Liability insurance shall be in an amount not less than:
  - (a) ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease;
  - (b) ONE MILLION DOLLARS (\$1,000,000) per employee for bodily injury or disease; and
  - (c) ONE MILLION DOLLARS (\$1,000,000) policy limit.

B. Commercial General Liability ("CGL") (primary). City and its employees and agents shall be added as additional insureds, not limiting coverage for the additional insured to "ongoing operations" or in any way excluding coverage for completed operations. Coverage shall apply on a primary, non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee, representative or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

1. CGL insurance must not be written for less than the limits of liability specified as follows:
  - (a) TWO MILLION DOLLARS (\$2,000,000) per occurrence for bodily injury (including accidental death) to any one person;
  - (b) TWO MILLION DOLLARS (\$2,000,000) per occurrence for personal and advertising injury to any one person;
  - (c) TWO MILLION DOLLARS (\$2,000,000) per occurrence for property damage; and
  - (d) FOUR MILLION DOLLARS (\$4,000,000) general aggregate limit.
2. CGL insurance must include all major divisions of coverage and must cover:
  - (a) Premises Operations (including Explosion, Collapse, and Underground ["X,C,U"] coverages as applicable);
  - (b) Independent Contractor's Protective;
  - (c) Independent Contractors;
  - (d) Products and Completed Operations (maintain same limits as above until five (5)

years after recordation of Notice of Completion)

- (e) Personal and Advertising Injury (with Employer's Liability Exclusion deleted);
- (f) Contractual Liability (including specified provision for Contractor's obligation under Article 11 of the General Conditions); and
- (g) Broad Form Property Damage.

3. Umbrella or Excess Liability Insurance (over primary), if provided, shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion and no contractor's limitation endorsement. The policy shall have starting and ending dates concurrent with the underlying coverages. The Named Insured may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits and complies with all other requirements listed here.

C. Business Automobile Liability Insurance

1. Business Automobile Liability Insurance must cover all vehicles, whether rented, leased, hired, scheduled, owned or non-owned. If Contractor does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Business Automobile Liability Insurance coverage amounts shall not be less than the following:
  - (a) ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury (including accidental death) to any one person; and
  - (b) ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage; or
  - (c) ONE MILLION DOLLARS (\$1,000,000) combined single limit.

D. Contractors Pollution Liability Insurance (CPL)

1. Contractor or Subcontractor shall obtain, pay for, and maintain for the duration of the Contract Contractors Pollution Liability insurance that provides coverage for liability caused by pollution conditions arising out of the operations of the Contractor. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using Subcontractors, the policy must include work performed "by or on behalf" of the insured.
2. The policy limit shall provide coverage of no less than two million dollars (\$2,000,000) per claim and in the aggregate. Coverage shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and costs of defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.
3. All activities contemplated in the Contract shall be specifically scheduled on the CPL policy as "covered operations." In addition, the policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.
4. The policy shall specifically provide for a duty to defend on the part of the insurer. City, its

officers, employees and agents shall be added to the policy as additional insureds by endorsement.

E. Builder's Risk Insurance

1. Builder's Risk Insurance covering all real and personal property for "all risks" of loss or "comprehensive perils" coverage including but not limited to the perils of earth movement for all buildings, structures, fixtures, materials, supplies, machinery and equipment to be used in or incidental to the construction at the site, off site, or in transit, for the full replacement value of such properties. Coverage shall be included for property of others in the care, custody or control of the insured for which any insured may be liable. The City will purchase a builder's risk policy for the Project instead of a contractor purchased policy. Bidder should not include cost for this coverage in his/her bid.

2.0 GENERAL REQUIREMENTS—ALL POLICIES

A. Qualifications of Insurer. At all times during the term of this Contract, Contractor's insurance company must meet all of the following requirements:

1. "Admitted" insurer by the State of California Department of Insurance or be listed on the California Department of Insurance's "List of Surplus Line Insurers" ("LESLI");
2. Domiciled within, and organized under the laws of, a State of the United States; and
3. Carry an A.M. Best & Company minimum rating of "A:VII".

B. Continuation Coverage. For insurance coverages that are required to remain in force after the Final Payment, and if reasonably available, Contractor shall submit to City, with the final Application for Payment, all certificates and additional insured endorsements evidencing the continuation of such coverage.

C. Deductibles or Self-Insured Retentions. All deductibles or self-insured retentions are subject to City's review and approval, in its sole discretion.

D. Commercial General Liability and Business Automobile insurance policies must be written on an "occurrence" basis and must add the City of Vernon and its officers, agents, employees and representatives as additional insureds.

E. Contractor's Insurance Primary. Other insurance (whether primary, excess, contingent or self-insurance, or any other basis) available to City, or its representatives, or both, is excess over Contractor's insurance. City's insurance, or self-insurance, or both, will not contribute with Contractor's insurance policy.

F. Waiver of Subrogation. Contractor and Contractor's insurance company waive— and shall not exercise— any right of recovery or subrogation that Contractor or the insurer may have against City, or its representatives, or both.

G. Separation of Insureds. Contractor's insurance policy applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought, except that the naming of multiple insureds will not increase an insurance company's limits of liability.

H. Claims by Other Insureds. Contractor's insurance policy applies to a claim or suit brought by an additional insured against a Named Insured or other insured, arising out of bodily injury, personal injury, advertising injury, or property damage.

I. Premiums. City is not liable for a premium payment or another expense under Contractor's policy

J. At any time during the duration of this Contract, City may do any one or more of the following:

1. Review this Agreement's insurance coverage requirements;
2. Require that Contractor obtain, pay for, and maintain more insurance depending on City's assessment of any one or more of the following factors:
  - (a) City's risk of liability or exposure arising out of, or in any way connected with, the services of Contractor under this Agreement;
  - (b) The nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, the services of Contractor under this Agreement; or
  - (c) The availability, or affordability, or both, of increased liability insurance coverage.
3. Obtain, pay for, or maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to City for liability, or costs, or both, that City incurs during City's investigation, administration, or defense of a claim or a suit arising out of this Agreement; or

K. Contractor shall maintain the insurance policy without interruption, from the Project's commencement date to the Final Payment date, or until a date that City specifies for any coverage that Contractor must maintain after the Final Payment.

L. Contractor shall not allow any insurance to expire, cancel, terminate, lapse, or non-renew. Contractor's insurance company shall mail City written notice at least thirty (30) days in advance of the policy's cancellation, termination, non-renewal, or reduction in coverage and ten (10) days before its insurance policy's expiration, cancellation, termination, or non-renewal, Contractor shall deliver to City evidence of the required coverage as proof that Contractor's insurance policy has been renewed or replaced with another insurance policy which, during the duration of this Agreement, meets all of this Agreement's insurance requirements.

M. At any time, upon City's request, Contractor shall furnish satisfactory proof of each type of insurance coverage required— including a certified copy of the insurance policy or policies; certificates, endorsements, renewals, or replacements; and documents comprising Contractor's self-insurance program— all in a form and content acceptable to the City Attorney or City's Risk Manager.

N. If Contractor hires, employs, or uses one or more Subcontractor(s) to perform work, services, operations, or activities on Contractor's behalf, Contractor shall ensure that the Subcontractor complies with the following.

1. Meets, and fully complies with, this Agreement's insurance requirements; and
2. Furnishes City at any time upon its request, with a complete copy of the Subcontractor's insurance policy or policies for City's review, or approval, or both. Failure of City to request copies of such documents shall not impose any liability on City, or its employees.

O. Contractor's failure to comply with an insurance provision in this Agreement constitutes a material breach upon which City may immediately terminate or suspend Contractor's performance of this Agreement, or invoke another remedy that this Agreement or the law allows. At its discretion and without waiving any other rights it may have pursuant to law, City has the right but not a duty to obtain or renew the insurance and pay all or part of the premiums. Upon demand, Contractor shall repay City for all sums or monies that City paid to obtain, renew, or

reinstate the insurance, or City may offset the cost of the premium against any sums or monies that City may owe Contractor.

### 3.0 CONTRACTOR'S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS

A. Contractor shall have its insurance carrier(s) or self-insurance administrator(s) complete and execute the following insurance documents and shall deliver said documents at the same time Contractor delivers this Agreement to City. City will neither sign this Agreement nor issue a "Notice to Proceed" until the City Attorney or City's Risk Manager has reviewed and approved all insurance documents. City's decision as to the acceptability of all insurance documents is final. Sample insurance documents in the City's approved format are set forth in this 4.

B. Required Submittals for Commercial General Liability and Business Automobile Insurance and Contractor's Pollution Liability Insurance. The following submittals must be on forms satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative – which fully meet the requirements of, and contain provisions entirely consistent with, all of the insurance requirements set forth herein.

1. "Certificate of Insurance"
2. "Additional Insured Endorsement"
3. Subrogation Endorsement: "Waiver of Transfer to Rights of Recover Against Others"

Both Certificates of Insurance and Additional Insured Endorsements must read as follows: "The City of Vernon, and its officers, agents, employees and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City's insurance and self-insurance will apply in excess of, and will not contribute with this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage."

C. Required Submittals for Workers' Compensation Insurance. Contractor shall provide City with a certificate of insurance and a subrogation endorsement on forms satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative – which fully meet the requirements of, and contain provisions entirely consistent with, this Contract's workers compensation insurance requirements. If Contractor is self-insured for workers' compensation, a copy of the "Certificate of Consent to Self-insure" from the State of California is required; or if Contractor is lawfully exempt from workers' compensation laws, an "Affirmation of Exemption from Labor Code §3700" form is required.

D. Required Evidence of Builder's Risk Coverage. City will provide a certificate of insurance and a declarations page on a form satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative. The policy terms must fully meet the requirements of, and contain provisions entirely consistent with, all of the insurance requirements set forth herein. The City shall be named as a loss payee on the insurance policy for the full replacement value of all buildings, structures, fixtures and materials to be constructed, maintained, repaired or supplied pursuant to this Contract.

E. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that all required coverage is provided. Contractor agrees to obtain certificates evidencing such coverage.

F. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City or any other indemnitee as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

G. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

H. Any "self-insured retention" must be declared and approved by City. City reserves the right to require the self-insured retention to be eliminated or replaced by a deductible. Self-funding, policy fronting or other mechanisms to avoid risk transfer are not acceptable. If Contractor has such a program, Contractor must fully disclose such program to City.



## EXHIBIT 5

### Statement of Intent to Comply with Minimum Requirements of the Stormwater Permit

# CITY OF VERNON

## Public Utilities Department

### Construction Stormwater Program

Permit Number: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant: \_\_\_\_\_ Phone: \_\_\_\_\_

Project Address: \_\_\_\_\_

Property Owner: \_\_\_\_\_

Contractor: \_\_\_\_\_

Contractor's Address: \_\_\_\_\_

The National Pollutant Discharge Elimination System (NPDES) is a portion of the Clean Water Act that applies to the protection of receiving waters. Under permits from the Los Angeles Regional Water Quality Control Board (RWQCB), certain activities are subject to RWQCB enforcement. To meet the standards of the Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watershed of Los Angeles County, Except those Discharges Originating from the City of Long Beach MS4 (CAS004001), the City of Vernon has adopted minimum standards for stormwater runoff from development construction activities.

These minimum standards require the implementation of an effective combination of erosion and sediment control Best Management Practices (BMPs) to prevent erosion and sediment loss, and the discharge of construction waste at each site. At a minimum, the construction activity associated with the construction project identified above shall be conducted in such a manner that:

- Prevents illicit construction-related discharges of pollutants into the MS4 and receiving waters.
- Implements and maintains structural and non-structural BMPs to reduce pollutants in stormwater runoff from construction sites.
- Reduces construction site discharges of pollutants to the MS4 to the maximum extent practicable.
- Prevents construction site discharges to the MS4 from causing or contributing to a violation of water quality standards.

Note: The Stormwater BMP Construction Handbook sheets developed by the California Stormwater Quality Association shall be used as guidance in determining and implementing required BMPs. The BMP sheets may be reviewed at the Public Works Department counter during regular business hours. A General Construction Permit shall be obtained and maintained for all construction sites one (1) acre or greater. Additional conditions may be required for these sites.

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I have read and understand the requirements listed above and certify that I will comply with the minimum requirements above.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Property Owner: \_\_\_\_\_

EXHIBIT B  
SPECIAL CONSTRUCTION SPECIFICATION  
SPECIFIC FOR THIS PROJECT

# City of Vernon

## Special Construction Specification

**Project:** 26th Street Bridge Gas Pipeline and Casing Installation

**Project No.:** \_\_\_\_\_

**Specification No.:** \_\_\_\_\_

**Rev No.:** \_

**Date:** 11/\_\_/19

## Table of Contents

Section	Description	Page
1.0	METAL FABRICATIONS .....	1
2.0	HANGERS AND SUPPORTS FOR 6-INCH GAS PIPELINE .....	3
3.0	POST-INSTALLED CONCRETE ANCHORS .....	5
4.0	WELDING .....	8
5.0	AG PAINTING AND PROTECTIVE COATINGS (above-ground applications) .....	10
6.0	UG PAINTING AND PROTECTIVE COATINGS (underground applications).....	16

## **1.0 METAL FABRICATIONS**

### **1.1 DESCRIPTION**

- A. This Section specifies the items and assemblies to be fabricated from structural steel shapes and other materials as specified.
- B. Items: Supports for Wall and Ceiling Mounted fabrications.

### **1.2 SUBMITTALS**

- A. Shop Drawings: each item specified, showing complete detail, location in the project, material and size of components, method of joining various components and assemblies, finish, size and type of anchor.
- B. Manufacturer's Certificates: anodized finish as specified.
- C. Setting Drawings and Instructions: furnish for installation of anchors to be preset into concrete and masonry work, and for the positioning of items having anchors to be built into concrete or masonry construction.

### **1.3 QUALITY ASSURANCE**

- A. All manufactured products shall meet the requirements specified, and shall be a standard industrial product produced by a current manufacturer regularly utilized in the industry.
- B. Each product type shall be the same and be made by the same manufacturer.
- C. All products shall be pre-assembled to the greatest extent possible before delivery to the jobsite.

### **1.4 MATERIALS**

- A. Structural Steel:       ASTM A36
- B. Stainless Steel:       ASTM A240, Type 302 or 304

### **1.5 HARDWARE**

- A. Rough Hardware:
  - 1. Furnish rough hardware with a standard plating, applied after punching, forming and assembly of parts; galvanized (G-90 where specified), cadmium-plated, or zinc-coated by electro-galvanizing process.
  - 2. Furnish G90 galvanized coating on ferrous metal for exterior work unless non-ferrous metal or stainless steel is utilized.



B. Fasteners: Bolts with Nuts:

1. ASME B18.2.2
2. ASTM A449, hot-dipped galvanized for structural all-thread (<1-inch diameter)
3. ASTM F563 for hot-dipped galvanized nuts
4. ASTM F593 for stainless steel

1.6 GENERAL FABRICATION

A. Material:

1. Only use material as specified of commercial quality and suitable for its intended purpose. The use of any material that is not named or of standard of quality is prohibited.
2. Use material free of defects which could affect the appearance or service ability of the finished product.

B. Size:

1. Size and thickness of members as specified.
2. When size and thickness is not specified for an individual part, use size and thickness not less than the size that used for the same component on similar standard commercial items or in accordance with established shop methods.

C. Connections

1. Except as otherwise specified, connections may be made by welding, or bolting.
2. Design size, number and placement of fasteners, to develop a joint strength of not less than the design value.
3. Rivet and Bolt Holes: accurately punched or drilled and all burrs removed.
4. Size and shape welds to develop the full design strength of the parts connected by welds and to transmit imposed stresses without permanent deformation or failure when subject to service loadings.

1.7 SUPPORTS

Fabricate to ASTM A36 structural steel shapes as specified.

## 2.0 HANGERS AND SUPPORTS FOR 6-INCH GAS PIPELINE

### 2.1 SUMMARY

The Work includes Pipe Hangers and Supports for Gas Pipeline and Equipment.

### 2.2 APPROVED MANUFACTURERS (*approved equivalents to be considered*)

- Piping Technology & Products
- Anvil International
- National Pipe Hangers

### 2.3 MISCELLANEOUS METAL AND MATERIALS

**Miscellaneous Metal:** Contractor shall be responsible for the design and to provide all miscellaneous metal items (angle beam attachments), including materials, fabrication, fasteners and other accessories required for the finish installation, where specified on the Construction Drawings and/or Specifications, that are necessary for a completion installation of the Project. Fabricate all miscellaneous units to size, shapes and profiles specified from structural steel shapes and plates and steel bars, of welded construction using mitered joints for field connection (except as otherwise specified). Cut, drill and tap units to receive hardware and similar items.

**Structural Shapes:** Where miscellaneous metal items are required to be fabricated from structural steel shapes and plates, provide members constructed of steel conforming to the requirements of ASTM A36 or approved equivalent.

**Fasteners:** Provide fasteners of types as required for assembly and installation of fabricated items (surface-applied fasteners are specified elsewhere).

**Bolts:** Unless specified otherwise, provide low carbon steel externally and internally threaded fasteners conforming to the requirements of ASTM A307; include necessary nuts and plain hardened washers. For structural steel elements supporting mechanical material or equipment from building structural members or connection thereto, use fasteners conforming to ASTM A325.

**Miscellaneous Materials:** Provide incidental accessory materials, tools, methods and equipment required for fabrication.

**Coating:** Provide hot-dipped galvanized components for items exposed to weather.

### 2.4 GENERAL INSTALLATION REQUIREMENTS

**Examination:** Contractor shall examine and verify existing bridge beam conforms and is compatible with the hangers to be installed.

**Preparation:** Contractor shall examine Construction Drawings and coordinate the verification of the exact location of the new pipe casing including examination of casing camber with respect to each beam.

**Installation:** Contractor shall install all hangers, supports, anchors and sleeves at the exact locations where required. Contractor shall coordinate with the project structural engineer the proper placement of inserts, anchors and other building structural attachments for the Work. Hangers adjustments shall be made to distribute loads equally on all attachments.

**NOTE: THE SUPPORTS ARE FOR LIVE LOAD OF THE NEW GAS PIPELINE.  
ALL CONSTRUCTION LOADS ASSOCIATED WITH SETTING THE NEW GAS PIPELINE  
SHALL BE SUPPORTED INDEPENDENTLY OF THESE HANGER PIPE SUPPORTS.**

## 2.5 FRP WEAR PADS

**FRP Wear Pads:** Install at ground penetrations and each pipe hanger to protect pipe coating from wear.

## 2.6 BUILDING ATTACHMENTS

**Anchor Bolts:** Install anchor bolts for mechanical equipment and piping as required. Tightly fit and clamp base-supported equipment anchor bolts at equipment support points. Provide locknuts where equipment and piping are hung.

**Pipe Anchors:** Provide anchors to fasten piping which is subject to expansion and contraction, and adjacent to equipment to prevent loading high forces onto the equipment.

### 3.0 POST-INSTALLED CONCRETE ANCHORS

#### 3.1 SUBMITTALS

Contractor shall submit the following submittals in accordance with the Construction Contract:

- Product Specification Sheet: with recommended design values and physical characteristics for epoxy dowels and anchors.
- Samples: representative of the length and diameter of each type anchor specified on the Construction Drawings.
- Manufacturer's Installation Procedures and Instructions
- Installer Qualifications and Procedures: written procedure stating method of drilling, the product proposed for use, the complete installation procedure, manufacturer training date, and a list of the personnel to be trained on anchor installation.
- Test Reports: certified test reports showing compliance with specified performance characteristics and physical properties.
- Record Documents: Project record documents for installed materials

#### 3.2 QUALITY ASSURANCE

**Installer Qualifications:** drilled-in anchors shall be installed by an installer with at least five (5) years of experience performing similar installations.

**Installer Training:** Conduct a thorough training session for the installer with the manufacturer's representative. Training shall consist of a review of the complete installation process for drilled-in anchors, including but not limited to:

- hole preparation and cleaning technique
- hole drilling procedure
- adhesive injection technique & dispenser training / maintenance
- rebar dowel preparation and installation
- proof loading/torquing

**Certification:** unless otherwise authorized by Project Engineer, anchors shall have an ICC ES Evaluation Report indicating conformance with current applicable ICC ES Acceptance Criteria.

#### 3.3 DELIVERY, STORAGE AND HANDLING

Comply with Division 1 Section – Product Storage and Handling Requirements and in accordance with manufacturer's recommendations.

### 3.4 MATERIALS

- **Fasteners and Anchors**

Bolts and Studs: ASTM A307; ASTM A449 where “high strength” is specified on Drawings  
Carbon and Alloy Steel Nuts: ASTM A563  
Carbon Steel Washers: ASTM F436  
Carbon Steel Threaded Rod: ASTM A449  
Zinc Plating: ASTM B633  
Hot-Dip Galvanizing: ASTM A153

- **Anchor Bolts, Studs, Nuts and Washers**

ASTM A307, Grade A, and ASTM A449, ASTM A563, and ASTM F436 (*as applicable*)  
Hot-dip galvanized in accordance with ASTM A153

- **Anchors** (drilled-in and cartridge injection adhesive)

Threaded steel rod, inserts or reinforcing dowels, complete with nuts, washers, polymer or hybrid mortar adhesive injection system (type and size as specified on Construction Drawings).

- **Epoxy**

SIMPSON SET XP (*or approved equal*)

### 3.5 INSTALLATION

**Cast-In-Place Bolts:** utilize templates to locate bolts accurately and securely in formwork.

**Drilled-In Anchors:** drill holes with rotary impact hammer drill with a drill bit diameter as specified by manufacturer with all holes drilled perpendicular to the concrete surface (unless otherwise specified on Construction Drawings).

**Cored Holes:** where anchors are permitted to be installed in cored holes, utilize core bits with matched tolerances as specified by the manufacturer. Properly clean cored hole as per manufacturer’s instructions.

**Embedded Items:** identify position of reinforcing steel and other embedded items prior to drilling holes for anchors. Exercise care in coring or drilling to avoid damaging existing reinforcing or embedded items. Notify Project Engineer if reinforcing steel or other embedded items are encountered during drilling. Take precautions as necessary to avoid damaging pre-stressing tendons, electrical and telecommunication conduits, and gas pipelines.

**Base Material Strength:** holes shall not be drilled in concrete or masonry until concrete, mortar, or grout has achieved full design strength, unless otherwise specified by Project Engineer.

### 3.6 REPAIR OF DEFECTIVE WORK

Remove and replace misplaced or malfunctioning anchors. Fill empty anchor holes and patch failed anchor locations with high-strength non-shrink, nonmetallic grout. Any anchors that fail to meet proof load or installation torque requirements shall be regarded as malfunctioning.

### 3.7 FIELD QUALITY CONTROL

Tension testing should be performed in accordance with ASTM E488. Project Engineer may request up to ten percent (10%) of each type and size of drilled-in anchor be proof loaded by an independent testing laboratory. Adhesive anchors and capsule anchors shall not be torque tested unless otherwise directed by Project Engineer. If any of the tested anchors fail to achieve the specified torque or proof load within the limits as specified on the Construction Drawings, all anchors of the same diameter and type as the failed anchor shall also be tested, unless otherwise instructed by Project Engineer.

Proof loads shall be applied with a calibrated hydraulic ram. Displacement of adhesive and capsule anchors at proof load shall not exceed  $D/10$ , where  $D$  is the nominal anchor diameter. Minimum anchor embedment, proof loads and torques shall be as specified on Construction Drawings.



## 4.0 WELDING

### 4.1 WELDING PROCEDURE

All welding shall be performed in conformance with this Specification or an alternative welding procedure as proposed by Contractor and expressly approved in writing by City. Contractor shall qualify the procedure and any approved alternative procedure, at Contractor's expense, as per API Standard 1104, latest edition.

The following welding Specification (*or an approved alternative*) covers the casing pipe:

Wall thickness 0.188" Nominal to 1.000"  
API 5L grades to X-52 (applicable for unknown carbon equivalency)  
Cellulose electrodes (E7018) utilized for root pass  
Low Hydrogen electrodes (E6010) utilized for fill and cap

### 4.2 QUALIFICATION OF WELDERS

Contractor shall use only skilled workmen for welding. Each welder employed by Contractor shall be required to pass a welding test for the type and methods of the welding to be performed. No welder shall perform any phase of welding on the gas pipeline for which the welder has not been tested and accepted as qualified by City.

The qualifying welding tests shall be performed in accordance with the requirements of the latest revision of API 1104 - "Standard for Welding Pipelines and Related Facilities". Contractor shall furnish welding material, pipe and equipment the same as those to be deployed on the gas pipeline. Each welder shall make a test weld under simulated field conditions, and the weld shall be examined and destructively tested by an independent testing laboratory approved by City. In the event City is not satisfied with the results of any qualifying test, the welder shall not be employed on the Work. All costs for testing (including laboratory services), welder(s) time and welding rig(s), shall be the responsibility of Contractor.

### 4.3 WELDING QUALITY

City may inspect welds by visual means, by radiographic means, or by removing for physical tests, one (1) or more completed welds as selected and designated by City. The standard of acceptability for all welding performed under these Specifications shall conform in all respects to the Standards of Acceptability of API Standard 1104, latest edition.

### 4.4 DESTRUCTIVE INSPECTION

City may direct Contractor to cut from the gas pipeline any weld that, in the opinion of City, appears to be defective. Where possible, City shall select weld(s) for routine sampling at a time and location which will least interfere with efficient and orderly construction operations. Any such weld so removed shall have specimens cut therefrom and tested in the prescribed manner set forth in API Standard 1104, latest edition. Contractor shall be solely responsible for all costs incurred with the cutting-out, testing and replacing of any weld which is rejected. If any such weld found to be acceptable by the testing results, all such testing and replacement costs shall be borne by City at the rates set forth in Construction Contract.

#### 4.5 WELDING MACHINES

All welding machines utilized to perform the Work shall be of City-approved design and be maintained in good operating condition by Contractor.

#### 4.6 WELDING RODS

All welding rods shall be protected from deterioration prior to and during use. All welding rod stubs and discarded rods shall be gathered and disposed of in a manner approved by City. No welding rods shall be left on or around the working area or deposited in any trench.

#### 4.7 DAMAGED PIPE

Any damaged end of any pipe section shall be cut and appropriately re-beveled by an approved beveling machine with the approval of City. Any pipe damaged by Contractor shall be repaired or replaced at Contractor's expense.

#### 4.8 WEATHER CONDITIONS

In windy or rainy weather, suitable shelter shall be provided for protecting the Work. Any welding operations shall not be performed or continued, in the judgement of City, when the weather is unfit and unsuitable welding protection is not available.

#### 4.9 PROTECTION OF THE PUBLIC

Where welding is performed along any public right-of-way, Contractor shall provide a means to shield the public from welding arcs, by providing an appropriately sized weld shield panel between the welding and public, or assuring that public is not present during welding.

## 5.0 AG PAINTING AND PROTECTIVE COATINGS (above-ground applications)

### 5.1 SCOPE

Contractor shall provide all labor, material, equipment, supervision, tools, apparatus, scaffolding, and all appurtenant work in connection with the painting and protective coatings specified and required including all exposed 10-inch diameter casing piping indicated on Construction Drawings. Coatings shall be shop applied and touched up in the field using approved field preparation and application process.

Equipment on which factory applied finishes have been marred, abraded, scratched, nicked, or otherwise damaged shall be repaired. The re-coating of existing interior and exterior surfaces from any architectural break where damaged or altered in performance of Work shall be repaired.

Contractor shall furnish to City, at no charge for use during this Project, the necessary dry film thickness (DFT) gauges and holiday detection equipment.

### 5.2 REFERENCE SPECIFICATIONS AND STANDARDS

Without limiting the generality of other requirements of this Specification, all cleaning, surface preparation, and coating shall conform to the applicable requirements of the referenced portions of the Standards specified herein. All work and materials for the preparation and coating of all metal surfaces shall conform to the applicable requirements specified in the **Steel Structures Painting Manual, Volume 2, Systems and Specifications, latest edition**, published by the Steel Structures Painting Council.

The following referenced surface preparation specifications of the Steel Structures Painting Council shall form a part of this Section:

**White Metal Blast Cleaning** (SSPC-SP5-63I): removal of all visible rust, mill scale, paint and foreign matter by abrasive blast cleaning by wheel or nozzle (dry) using sand, grit, or shot (for very corrosive atmosphere)

**Near-White Blast Cleaning** (SSPC-SPI0-63T): an abrasive blast cleaning to nearly white metal cleanliness, until at least 95% of each element of surface area is free of all visible residues (for high humidity, chemical atmosphere, marine or other corrosive environment)

**Commercial Blast** (SSPC-SP6-63I): an abrasive blast cleaning until at least 67% of each element of surface area is free of all visible residues

**Brush-Off Blast Cleaning** (SSPC-SP7-63): a blast cleaning of all except tightly adhering residues of mill scale, rust and coatings, exposing numerous evenly distributed flecks of underlying metal.

**Solvent Cleaning** (SSPC-SP1-63): removal of oil, grease, dirt, soil, salts and other contaminants by cleaning with solvent, vapor, alkali, emulsion or steam.

### 5.3 QUALITY ASSURANCE

Evaluation of surface preparation for ferrous metals shall be based upon SSPC-Vis I ASTM Designation D220 and "Standard Methods of Evaluating Degree of Rusting on Painted Steel Surfaces", SSPC-Vis 2 ASTM Designation D 610.

Specification No.: \_\_\_\_\_

10

Rev No.: \_

Date: 11/\_\_\_/19

To facilitate inspection, Contractor shall, on the first day of any blasting operations, blast metal panels to the degree called for in this Specification and as noted above. After mutually agreeing that a specific panel meets the requirements of the Specification, the panel shall be counter initialed by a field representative of Contractor and City's designated Inspector, and then be coated with a clear, non-yellowing finish. Panels shall be prepared for each type of blasting specified and shall be maintained and utilized by City's Inspector throughout the duration of sandblasting operations.

#### 5.4 SUBMITTALS

All required submittals shall be submitted with sufficient timing to permit City review and then subsequent Contractor coordination with affected manufacturers to assure the use of the reviewed shop coats with the same field coats and compatibility with each respective coating system.

##### Samples

For compliance with this Specification, Contractor shall prepare and submit three (3) paint and protective coating samples of each finish, including all coats thereof, to City for review. The samples shall be clearly marked with the manufacturer's name and product identification, and shall be submitted in sufficient time to allow for review, and, if necessary, re-submittal without causing any delay of the Project.

##### Coating Materials List

Contractor shall provide eight (8) copies of a paint and coating materials list which indicates the manufacturer and paint number, keyed to the coating schedule herein, for approval of City prior to, or at the time of, submittal of samples required herein.

Contractor shall include with submittal the protective coating schedule for shop and field coatings of items to receive protection. The schedule shall conform to the specified requirements for surface preparation, priming and coating for items covered, and shall follow the same requirements for similar work where such work has not been specifically detailed.

##### Product and Safety Data Sheets

Contractor shall submit paint and coatings manufacturers printed technical data sheets for products intended for use in each of various paint and coating systems. The data sheets shall fully describe material as to its intended use, make-up, recommended surface preparation and application conditions, primers, material mixing and application (including recommended DFT), precautions, safety and maintenance cleaning directions.

#### 5.5 COATING SYSTEMS

All surfaces to receive paint protective coating materials as specified in this Section shall be coated in accordance with the applicable printed manufacturer's recommended installation procedures. All materials specified by name and/or manufacturer selected for use under this Specification, shall be delivered unopened to the jobsite in their original containers and shall not be opened until subject to inspection by City. Whenever a manufacturer's brand name is specified, it is intended to define the general type and quality of paint or coating desired (approved alternates of equal quality may be used). So far as practical, all paint and coating materials shall be provided by a single source supplier.

## 5.6 PAINT AND COATING MATERIALS

**Definitions:** The term "coating materials", as used herein, shall include enamels, paints, sealers, epoxy resins, stains, and all other paints and protective coatings, excepting galvanizing, whether used as a pre-treatment, primer, intermediate coat, or finish coat.

**General:** Paint and protective coating materials shall be sealed in containers that plainly show the designated name, formula or specification number, batch number, color, date of manufacture, manufacturer's directions, and name of manufacturer, all of which shall be plainly legible at the time of use. Pigmented paints shall be furnished in containers not larger than five (5) gallons. Products shall be standard for recognized manufacturer engaged in production of such materials for essentially identical or similar applications in the water and wastewater treatment industry and industrial plants.

**Compatibility:** Only compatible materials shall be used in the Work. Particular attention shall be directed to compatibility of primers and finish coats. If necessary, subject to review of City, a compatible barrier coat shall be applied between all existing prime coats and subsequent field coats to ensure compatibility.

**Colors:** All colors and shades of colors of all coats of paints and protective coating material shall be as selected by City. Each coat shall be of a slightly different shade, as directed by City, to facilitate inspection of surface coverage of each coat.

## 5.7 SURFACE CONDITIONS

Ferrous metals, other than stainless steel, not subject to chemical attack, normal indoor or outdoor exposure, shall be prepared and coated in accordance with the following requirements:

**Surface Preparation:** All surfaces shall be free of dirt, dust, grease, or other foreign matter before coating. Surfaces, except galvanized, shall be cleaned in accordance with the Steel Structures Painting Council Specification SSPC-SP7 (Brush-Off Blast Cleaning). All weld surfaces, edges, and sharp corners shall be ground to a curve and all weld flux and splatter removed, and all welds neutralized with thinners prior to coating application.

**Application:** Shall be in strict conformance with the manufacturer's printed recommendations. All sharp edges, nuts, bolts or other items difficult to coat shall receive a brush-applied coat of the specified coating prior to the application of each coat.

**Carboline 890 Coating System** (*or approved equal*): The prime coat shall have a minimum thickness of 1.5 mils and two (2) or more finish coats with minimum total DFT of 4.5 mils. The total coating system shall have a minimum of 6.0 mils.

## 5.8 MANUFACTURER'S RECOMMENDATIONS

The paint and coating manufacturer's printed recommendations and instructions for thinning, mixing, handling, applying and protection of the coating materials; for the preparation of surfaces for coating; and for all other procedures relative to coating shall be strictly observed by Contractor. No substitutions or other deviations shall be permitted without the written authorization of City.

## 5.9 DELIVERY AND STORAGE

Materials shall be delivered in manufacturer's original, sealed containers, with labels and tags intact. Coating materials and equipment shall be stored in designated areas. Coating containers shall be opened only when required for use. Coatings shall be mixed only in designated area in the presence of City's Representative. Coating shall be thoroughly stirred or agitated to uniformly smooth consistency and prepared and handled in a manner to prevent deterioration and inclusion of foreign matter. No materials shall be reduced, changed or used except in accordance with the manufacturer's label or tag on container. Any rags or cotton waste that might constitute a fire hazard shall be placed in closed metal containers or destroyed at the end of each work day.

## 5.10 STORAGE, MIXING AND THINNING

Paint and coating materials shall be protected from exposure to any cold or wet weather, and shall be thoroughly stirred, strained and kept at a uniform consistency during application. Materials of different manufacturers shall not be mixed together. Packaged materials may be thinned immediately prior to application in accordance with the manufacturer's directions.

## 5.11 WORKMANSHIP

All paint and coatings shall be applied in a workmanlike manner so as to produce an even film of specified uniform thickness. Edges, corners, crevices and joints shall receive special attention to ensure that they have been thoroughly cleaned and that they receive an adequate thickness of paint. The finished surfaces shall be free from runs, drops, ridges, waves, laps, brush marks, and variations in color, texture, and finish. All coats shall be applied so as to produce a film of uniform thickness. Special attention shall be given to ensure that edges, corners, crevices, welds, and similar areas receive a film thickness equivalent to adjacent areas, and installations shall be protected by the use of drop cloths or other approved precautionary measures. Rough exterior cement plaster shall be spray painted. Only skilled craftsmen and experienced supervision shall be utilized on the Work.

## 5.12 PREPARATION FOR PAINTING AND PROTECTIVE COATING

All surfaces to receive paint and protective coatings shall be cleaned as specified herein this Specification prior to application of coating materials. Contractor shall examine all surfaces to be coated, and shall correct all surface defects before application of any coating material. Contractor shall not commence any painting or coating Work without reporting unsuitable environmental conditions to City. Any commencement of this Work constitutes acceptance of the environmental conditions by Contractor. Any required removal, repair or replacement of the Work caused by unsuitable environmental conditions shall be performed at no additional cost to City. All marred or abraded spots on shop-primed and factory-finished surfaces shall receive touch-up restoration prior to any other coating application.

## 5.13 SANDBLASTING

All sandblasting shall be performed in strict accordance with the referenced specifications of the Steel Structures Painting Council.



When items are to be shop primed or shop primed and finish coated in the shop, surface preparation shall be as specified in this Specification. City shall have the right to witness, inspect and reject any sandblasting performed at an offsite shop.

When sandblasting is performed in the field, care shall be taken to prevent damage to structures and equipment. Pumps, motors and other equipment shall be shielded, covered or otherwise protected to prevent the entrance of sand. No sandblasting may begin before City inspects and reviews the protective measures. After sandblasting, dust and spent sand shall be removed from the surfaces by brushing or vacuum cleaning.

#### 5.14 APPLICATION OF PROTECTIVE COATINGS

**Shop Coating:** Fabricated metalwork and equipment which requires coating may be shop primed before fabrication with specified primer. Any such Work delivered to the jobsite with any other shop coating, shall have that coating removed and the specified coating applied in the field. Manufactured equipment with approved corrosion resistant factory finishes and galvanized finishes shall be exempt from this requirement.

**Application of Field Coatings:** Contractor may use brush, roller, air spray, or so-called airless spray application; however, any spray painting must first have the approval of City. Rollers for applying enamel shall have a short nap. Areas inaccessible to spray coating or rolling shall be coated by brushing or other suitable means. Contractor shall give special attention to the Work to ensure that edges, corners, crevices, welds, bolts and other areas, receive a film thickness at least equivalent to that of adjacent coated surfaces.

Prime coat shall be applied to all clean surfaces within a four (4) hour period of the cleaning, and prior to deterioration or oxidation of the surface. All coatings shall be applied in dry and dust-free environment, and shall not be applied when the air or surface temperature is outside the range of **50 to 90 degrees F**. Drift from sandblasting procedures shall not be allowed to settle on freshly painted surfaces.

Each coat shall be applied evenly, at the proper consistency, and free of brush marks, sags, runs and other evidence of poor workmanship. Care shall be exercised to avoid lapping paint on glass or hardware. Coatings shall be sharply cut to lines. Finished coated surfaces shall be free from defects or blemishes. Protective coverings shall be utilized to protect floors, fixtures and equipment. Care shall be exercised to prevent paint from being spattered onto surfaces from which such paint cannot be removed satisfactorily. Surfaces from which paint cannot be removed satisfactorily shall be painted or repainted as required to produce a finish satisfactory to City. Whenever two (2) coats of a dark colored paint are specified, the first coat shall contain sufficient powdered aluminum to act as an indicator of proper coverage, or the two (2) coatings shall be of a contrasting color.

Interior surfaces of roof plates, roof rafters, and supports, and all contact surfaces inaccessible after assembly, shall be coated before erection; however, no structural friction connections or high tensile bolts and nuts shall be painted before erection. Areas damaged during erection shall be hand or power-tool cleaned and recoated with prime coat. Touch-up of all surfaces shall be performed after installation. All touch-up surfaces to be coated shall be clean and dry at the time of application.

**Time of Coating:** Sufficient time shall be allowed to elapse between successive coats to permit satisfactory recoating, but, once commenced; the entire coating operation shall be completed without delay. No additional coating of any structure, equipment or other item designated to be painted shall be undertaken without specific permission of City until the previous coating has been completed for the entire structure, piece of equipment, or other item. All piping shall not be finish coated until it has been pressure-tested and approved.

**Dry Film Thickness of Coating:** The DFT as specified shall be achieved and verified for each coat as follows: 6 to 8 mil - not to exceed 10 mil

#### 5.15 TESTING AND INSPECTION

Contractor shall conduct film thickness measurements and electrical inspection of the coated surfaces. Contractor shall furnish, until final acceptance of coating and painting, inspection devices in good working condition for detection of holidays and measurement of dry-film thickness of coatings and paints. Contractor shall also furnish US Department of Commerce; National Bureau of Standards certified thickness calibration plates to test the accuracy of dry-film thickness gauge and certified instrumentation to test accuracy. Dry-film thickness gauges shall be made available for Inspector's use at all times until final acceptance of application. Holiday detection devices shall be operated in the presence of Inspector. Inspection devices shall be operated in accordance with the manufacturer's instructions at the direction of City. Contractor shall re-coat and make any repairs as necessary for compliance with this Specifications.

After repaired and recoated ferrous metals areas have cured, final inspection tests shall be conducted by City. Coating thicknesses specified in mils on ferrous substrates shall be measured with a non-destructive magnetic type dry-film thickness gauge (such as an Elcometer). Any discontinuities, voids and pinholes in the coatings shall be determined with a non-destructive type electrical holiday detector. Epoxy coatings and other thin film coatings shall be checked for discontinuities and voids with a low voltage detector (wet-sponge type).

Tape type coatings shall be inspected for holidays using a device designed for use in detecting such flaws. All pinholes shall be marked, repaired in accordance with the manufacturer's printed recommendations and re-tested. No pinholes or other irregularities shall be permitted. Any wide film thickness discrepancies shall be measured and verified with a micrometer or other approved measuring instrument. Coatings not in compliance with the Specifications shall not be acceptable and shall be repaired and re-inspected at Contractor's expense until the Specifications are met.

On non-ferrous surfaces, DFT readings shall be taken at random locations at the rate of approximately five (5) readings per 100 square-feet of surface. Groove cut into coating shall be repaired by application of all coats of paint or coating film being tested. The average of all readings for a given area or surface shall be within the required DFT range and no individual reading shall be more than 20% below the required DFT. Any areas that are found to be below standard shall be marked and re-coated to obtain proper DFT.

#### 5.16 CLEAN-UP

Upon completion of the Work, staging, scaffolding and containers shall be removed from the jobsite. Paint spots, oil, or stains upon adjacent surfaces shall be removed.

## **6.0 UG PAINTING AND PROTECTIVE COATINGS (underground applications)**

### **6.1 SCOPE**

This Specification provides cleaning and coating procedures for the field coating of girth welds, replacement pipe, and for reconditioning all coated and wrapped pipelines; and covers the following key areas:

- Field Tape Coating-Girth Weld Locations.
- Field Coating-Girth Weld Locations-Epoxy and Shrink Sleeves.
- Coating Repairs
- Inspection

The purpose of this Specification is to identify the correct procedures for cleaning and coating application, and identifies coatings that will provided the required performance.

### **6.2 REFERENCES**

- 49 CFR 192.461 External Corrosion Control: Protective Coating
- 49 CFR 195.559 Transportation of Hazardous Gases & Liquids by Pipeline - Corrosion Control
- NACE No. 3 Joint Surface Preparation Standard Commercial Blast Cleaning
- SSPC SP6 Commercial Blast Cleaning
- SSPC SP11 Power Tool Cleaning to Bare Metal

### **6.3 MACHINE WRAPPING**

A wrapping machine shall be utilized any time tape that is greater than 4-inch wide is being applied or the exposed area is greater than five (5) feet in length. Apply the tape system by the spiral wrapping method, utilizing a wrapping machine designed for use with the tape system being applied. The wrap should be applied with uniform tension. Beginning at the "10-o'clock" position, the spiral wrap should start and end at least three (3) inches beyond/overlapping factory coating. Tape coatings shall not be spliced over girth welds. A continuous spiral wrap (section of tape coating with no splices) shall be provided across each girth weld. Maintain a minimum 5-inch overlap with each spiral wrap at all times as the tape system is being applied, with uniform tension maintained over preceding spirals. Care shall be taken that no wrinkles, puckers, voids, or breaks are left in the coating.

### **6.4 HAND WRAPPING**

Hand wrapping of tape systems shall be limited to the use of 2-inch or 4 inch wide tape over short lengths of exposed pipe. The wrap should be applied with uniform tension. Beginning at the "10-o'clock" position, the spiral wrap should start and end at least three (3) inches beyond factory coating. Tape coatings shall not be spliced over girth welds. A continuous spiral wrap (section of tape coating with no splices) shall be provided across each girth weld. Maintain a minimum 5-inch overlap with each spiral wrap at all times as the tape system is being applied, with uniform tension maintained over preceding spirals. Care shall be taken that no wrinkles, puckers, voids, or breaks are left in the coating. Wax tapes require a minimum 1-inch overlap between spirals and each spiral overlap must be pressed firmly into the preceding spiral. The tape must be molded around the pipe to displace any moisture on the pipe and to insure no air pockets or voids exist.

## 6.5 COATING THICKNESS TRANSITION CHANGES

Significant transition “stepping” (diameter changes) can be encountered at weld joints between factory/existing coatings and new girth weld coatings to be applied. Where a factory or existing coating will create a significant offset (transition “step”) due to its thickness, apply a filler tape to prevent voids or gaps at the transition.

## 6.6 FIELD COATING - GIRTH WELD LOCATIONS - EPOXY AND SHRINK SLEEVES

**Cleaning:** Remove all weld spatter, slag, burrs and sharp edges from the welds and pipe joint surface areas. Oil and grease should be removed by the use of a solvent that does not leave a residue on the pipe surface (such as Stoddard Solvent). **DO NOT USE GASOLINE, BENZOL, TOLUOL, XYLOL OR KEROSENE, OR ANY OTHER SOLVENT THAT IS VOLATILE, HIGHLY FLAMMABLE, OR PRESENTS A TOXIC HAZARD.** The pipe shall be considered clean when all paint, old coating, oil and grease, mill scale, welding residue, burrs, dirt and dust, moisture, corrosion products, and other foreign matter have been removed, and the surface has been cleaned to bare metal as specified herein. Grit blast or power tool clean all metal surfaces and abrade any existing coating to ensure a good bond of the epoxy or shrink sleeve system. Grit blasting is the preferred cleaning (surface preparation) method whenever reasonable and practical. All metal surfaces shall be cleaned to a commercial blast condition.

**Epoxy Systems:** Epoxy shall only be utilized on FBE (fusion bond epoxy) or copolymer epoxy coatings. Follow manufacturer’s specifications/procedure for storage, handling, pipeline cleaning, coating system application and backfilling. Any cleaning requirements found in the manufacturer’s specifications/recommendations, which are more stringent than any portion of those provided in this Specification, shall take precedence. Approved Epoxy Systems are as follows:

Usage	Epoxy	Manufacturer
Preferred	Protol 7000	Denso
Preferred for ambient temperatures below 50°F	Protol 7200	Denso
Alternative	Scotchkote	3M Scotchkote
Alternative	Powercrete J	Power Lone Star, Inc.

**Caution:** Epoxies typically have a minimum ambient application temperature of 50°F. Epoxies may be applied at lower temperatures after the pipe surface has been pre-heated as per manufacturer’s instructions.

**Shrink Sleeve Systems:** Shrink Sleeves can be used on FBE, copolymer epoxies or extruded polymer coatings. Follow manufacturer’s specifications/procedure for storage, handling, pipeline cleaning, coating system application and backfilling. Any cleaning requirements found in the manufacturer’s specifications/recommendations, which are more stringent than any portion of those provided in this Specification, shall take precedence. Approved Shrink Sleeves are as follows:

Usage	Shrink Sleeve	Manufacturer
Preferred	Canusa Wrapid KLO	Canusa Corporation
Alternative	Raychem HTLP 60	Raychem Corporation

**Primers & Tapes:** The primer should be applied immediately after cleaning, and in accordance with the manufacturer's recommendations. It shall be spread uniformly and without skips, and should extend at least three (3) inches onto the existing pipe coating. Care should be taken to minimize contamination of the primer by dirt and dust, until the tape can be applied.

Approved **cold applied primer and tape systems** are as follows:

Usage	Primers	Tapes	Manufacturer
Preferred	TapeCoat Omniprime	TapeCoat RC-50 Gray	TapeCoat Coatings
Alternative	Polyguard 600 Liquid Adhesive	Polyguard RD-6	Polyguard Products
	Polyguard 600 Liquid Adhesive	Polyguard 606 Filler Tape	Polyguard Products
Alternative*	Temcoat	Trenton No. 1 Wax Tape	Trenton Corporation

\*Alternative Note: do not use where soil stresses such as those caused by dense clay exist

Approved **hot applied primer and tape systems** are as follows:

Usage	Primers	Tapes	Manufacturer
Preferred	Trenton Innercoat	Trenton Guard-Wrap	Trenton Corporation
Preferred	<i>none required</i>	Canusa Wrapid Tape-HCA	Canusa Corporation
Alternative	Protecto Wrap 1170	Protecto Wrap 110 Pipe Tape <i>torch applied (Stuart substitute)</i>	Protecto Wrap Co.

## 6.7 INSPECTION

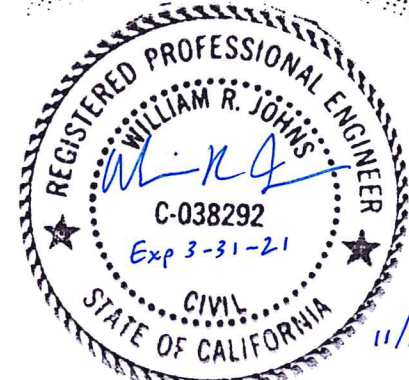
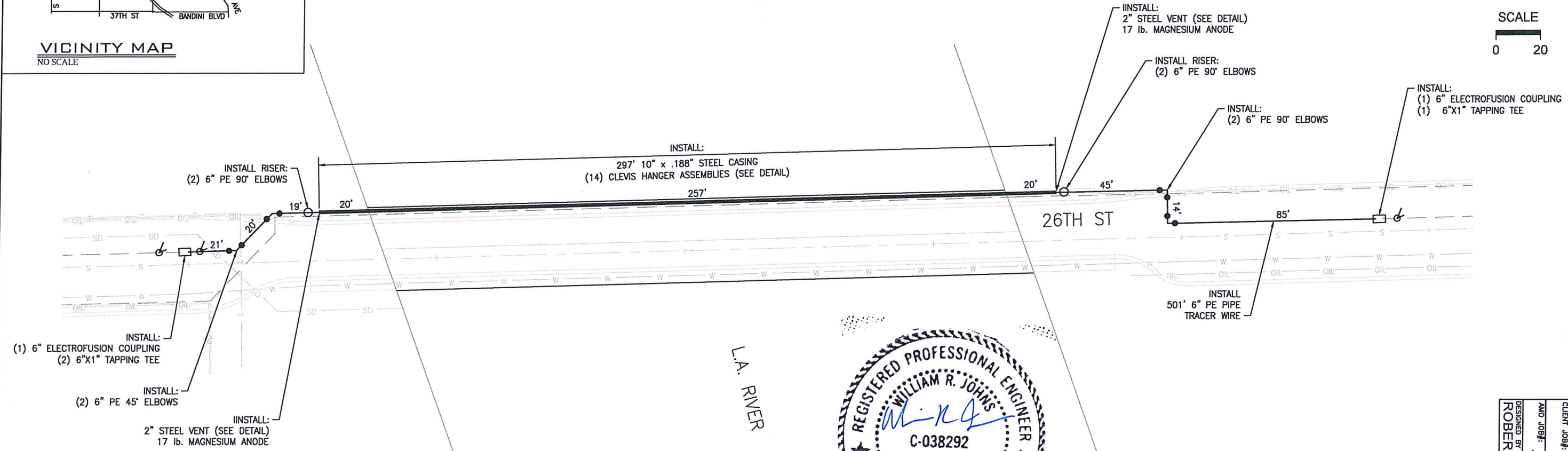
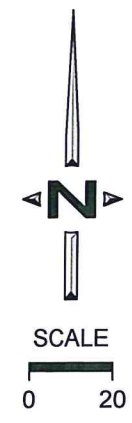
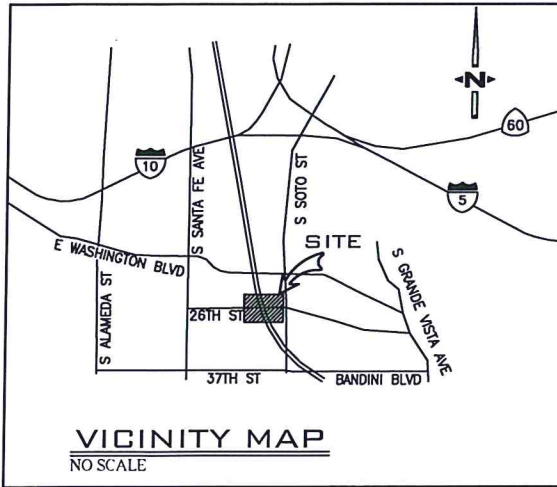
All coated pipe, including field joints, shall be visually inspected first and then inspected with an approved holiday detector. All holidays and areas of damaged coating shall be repaired using compatible system material(s) immediately after detection. All coating repairs shall be inspected after repair coating system has cured sufficiently to prevent damage by holiday detector. Holiday detector voltages shall be checked with a certified volt meter at the start of each coating inspection effort. The inspection times and voltage readings shall be recorded as part of the coating inspection documentation process. The holiday detector coil, brush and/or other contact devices shall contact the entire coated pipe surface. Any air gap between the detector and coated pipeline surfaces shall require re-inspection of the entire section.

**Epoxy Coating Systems:** any bubbles, excessive runs, drips, and foreign matter shall not be present. Coating shall be adequately cured before structure is handled or backfilled. Wet film thickness and DFT and hardness test shall be in accordance with manufacturer's recommendations. As a minimum, DFT shall be checked in each case with an acceptable non-destructive DFT gauge and the results shall be recorded as part of the coating inspection documentation process.

**Tape Coating Systems:** any bubbles or wrinkles shall not be present. Overlap and proper tension shall be in accordance with manufacturer's recommendations.

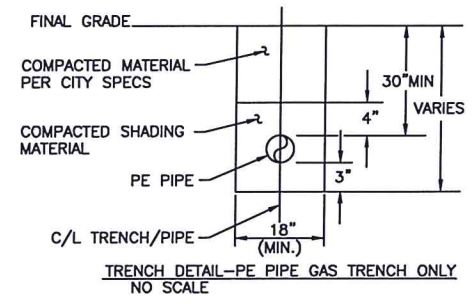


# 26TH STREET BRIDGE GAS PIPELINE AND CASING INSTALLATION



## NOTES

1. PURGE GAS SYSTEM IN ACCORDANCE CONTRACTORS STANDARD PROCEDURE.
2. TEST NEW 6" P.E. PIPE AT 100 PSI FOR 16 HOURS WITH PRESSURE RECORDING GAUGES.
3. ABANDONED NATURAL GAS PIPELINES MAY CONTAIN ASBESTOS IN THEIR INSULATING MATERIAL. IF IMPROPERLY HANDLED, THESE ASBESTOS CONTAINING MATERIAL (ACM) COULD BECOME FRIABLE AND THEREFORE HAZARDOUS. SUCH ACM WASTE MUST THEN BE MANAGED, TRANSPORTED AND DISPOSED OF IN ACCORDANCE WITH APPLICABLE SAFETY AND ENVIRONMENTAL LAWS AND REGULATIONS.
4. CONTRACTOR TO MINIMIZE, IDENTIFY, AND MONITOR INDUCED HIGH VOLTAGE ALTERNATING CURRENT (HVAC) ON PIPELINES FOR THE PURPOSE OF PROVIDING SAFETY FOR COMPANY EMPLOYEES AND THE GENERAL PUBLIC.
5. MAINTAIN MINIMUM 12" SEPARATION FROM EXISTING SOUTHERN CALIFORNIA GAS COMPANY GAS MAIN.
6. MAINTAIN MINIMUM 5' HORIZONTAL SEPARATION FROM ALL WET UTILITIES AND 1' MINIMUM VERTICAL SEPARATION WHEN CROSSING.
7. APPLY CITY APPROVED PROTECTIVE COATING TO ALL BELOW GROUND METALLIC PIPE, CLAMPS, CATHODIC PROTECTION WIRE CONNECTIONS, REPAIR ANY LOCATION WHERE COATING HAS BEEN REMOVED OR DAMAGED.
8. PIPE SURFACES SHALL BE PROPERLY PREPARED PER MANUFACTURERS SPECIFICATIONS PRIOR TO APPLICATION OF A PROTECTIVE COATING.
9. COATINGS SHALL BE PROTECTED FROM DAMAGE DURING INSTALLATION DUE TO HANDLING, TRENCH CONDITIONS, SUPPORT BLOCKS, WELDING, SPARKS, EXCESSIVE HEAT, AND BACKFILLING.
10. REASONABLE ATTEMPTS SHALL BE MADE TO MATCH THE COLOR OF THE ABOVE GROUND CASING WITH THAT OF THE BRIDGE STRUCTURE.
11. ALL STEEL COMPONENTS OF THE PIPE SUPPORTS SHALL BE GALVANIZED OR STAINLESS STEEL.
12. SECTIONS OF STEEL CASING PIPE SHALL BE JOINT BY STANDARD "V" BEVEL BUTT JOINT WELD.
13. LOCATING WIRE IS REQUIRED FOR ALL PLASTIC PIPE INSTALLED IN CASING.
14. BUTT FUSED JOINTS ARE THE ONLY JOINTS IN THE CARRIER PIPE PERMITTED WITHIN THE CASING.
15. SKIDS ARE PLACED 1.5' INSIDE EACH END OF CASING. SKID SPACING NOT TO EXCEED 5'.
16. CASING END SEALS SHALL CREATE A WATER-TIGHT CLOSURE FOR THE CASING ASSEMBLY.
17. PE PIPING SHALL BE INSTALLED IN SUCH A WAY THAT SHEAR, TENSILE, OR COMPRESSIVE STRESSES RESULTING FROM CONSTRUCTION, BACKFILL, THERMAL CONTRACTION, AND/OR EXTERNAL LOADING ARE MINIMIZED.
18. IF THE AIR TEMPERATURE AT THE TIME OF INSERTION IS HIGHER THAN 75°F OR THE PIPE WAS IN DIRECT SUNLIGHT, A MINIMUM OF 2 HOURS MUST BE ALLOWED FOR MAIN TO COOL TO GROUND TEMPERATURE BEFORE MAKING THE FINAL TIE-IN.
19. THE CASING PIPE SHALL BE INSPECTED PRIOR TO INSERTION WITH AN INSPECTION CAMERA.
20. THE LEADING END OF INSERTED PE PIPE SHALL BE SEALED PRIOR TO INSERTION.
21. THE PE PIPE SHALL BE PROTECTED FROM CASING EDGES AT ALL ENTRANCE AND EXIT POINTS.
22. PIPE SUPPORTS WILL NOT SUPPORT CONSTRUCTION LOADING. CONTRACTOR SHALL DESIGN AND PROVIDE TEMPORARY SUPPORTS AS NECESSARY TO SUPPORT AND INSTALL PIPELINE.



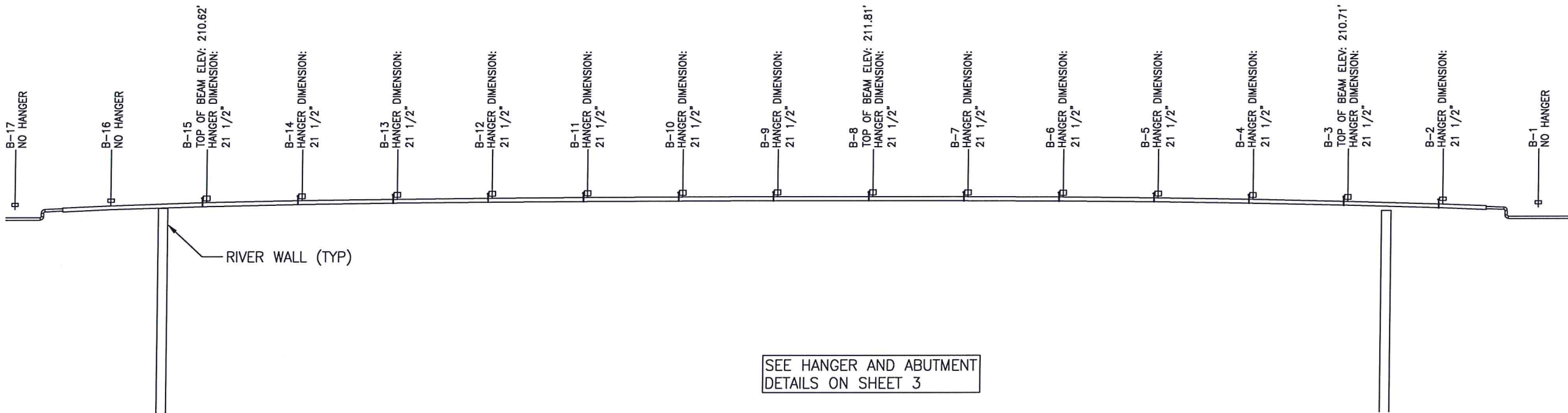
Call 811: Two Working Days Before You Dig!

CLIENT JOB#	XXX	REV/SUPP	DATE
AMC JOB#	19-100-10203	0	11/22/2019
DESIGNED BY	ROBERTO PROVENCIO	PLANNER NAME	PAGE 1 OF 2
A.M. ORTEGA CONSTRUCTION 10125 CHANNEL RD LAKEVIEW, CA 92040		PLANNER PHONE	



# 26TH STREET BRIDGE GAS PIPELINE AND CASING INSTALLATION

CONTRACTOR TO VERIFY TOP OF  
BEAM ELEVATIONS AT BEAMS  
B-3, B-8, AND B-15 PRIOR  
TO INSTALLATION.



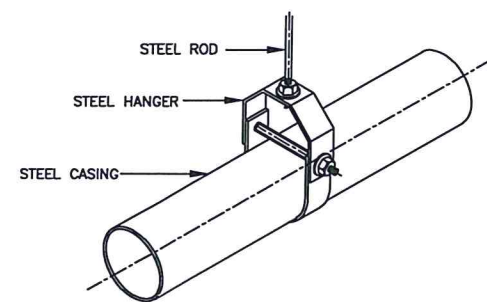
SEE HANGER AND ABUTMENT  
DETAILS ON SHEET 3

BRIDGE/PIPE PROFILE  
NO SCALE      LOOKING SOUTH

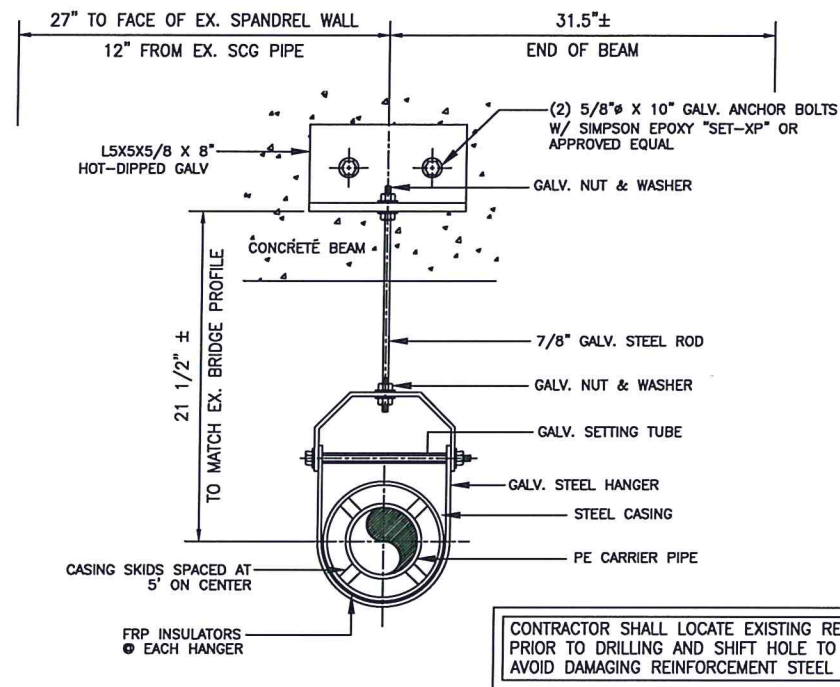
CLIENT JOB#	XXX	REV/SUPP	DATE
AMC JOB#	19-100-10203	0	11/22/2019
DESIGNED BY	ROBERTO PROVENCIO	PLANNER NAME	PAGE 2 OF 3
PLANNER PHONE			

9:21am

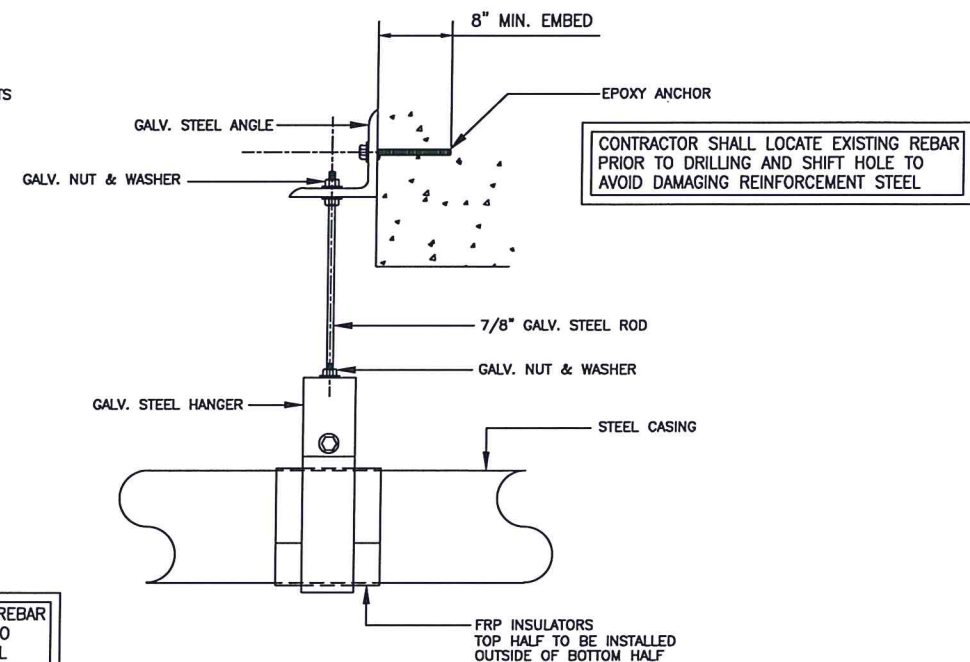
# 26TH STREET BRIDGE GAS PIPELINE AND CASING INSTALLATION



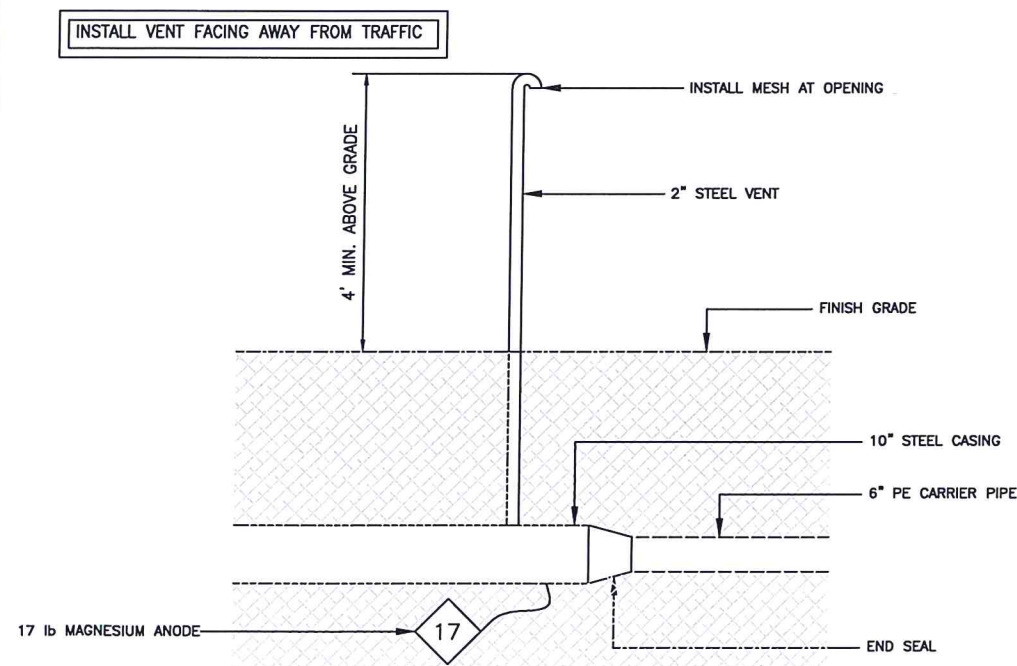
ISO VIEW  
NO SCALE



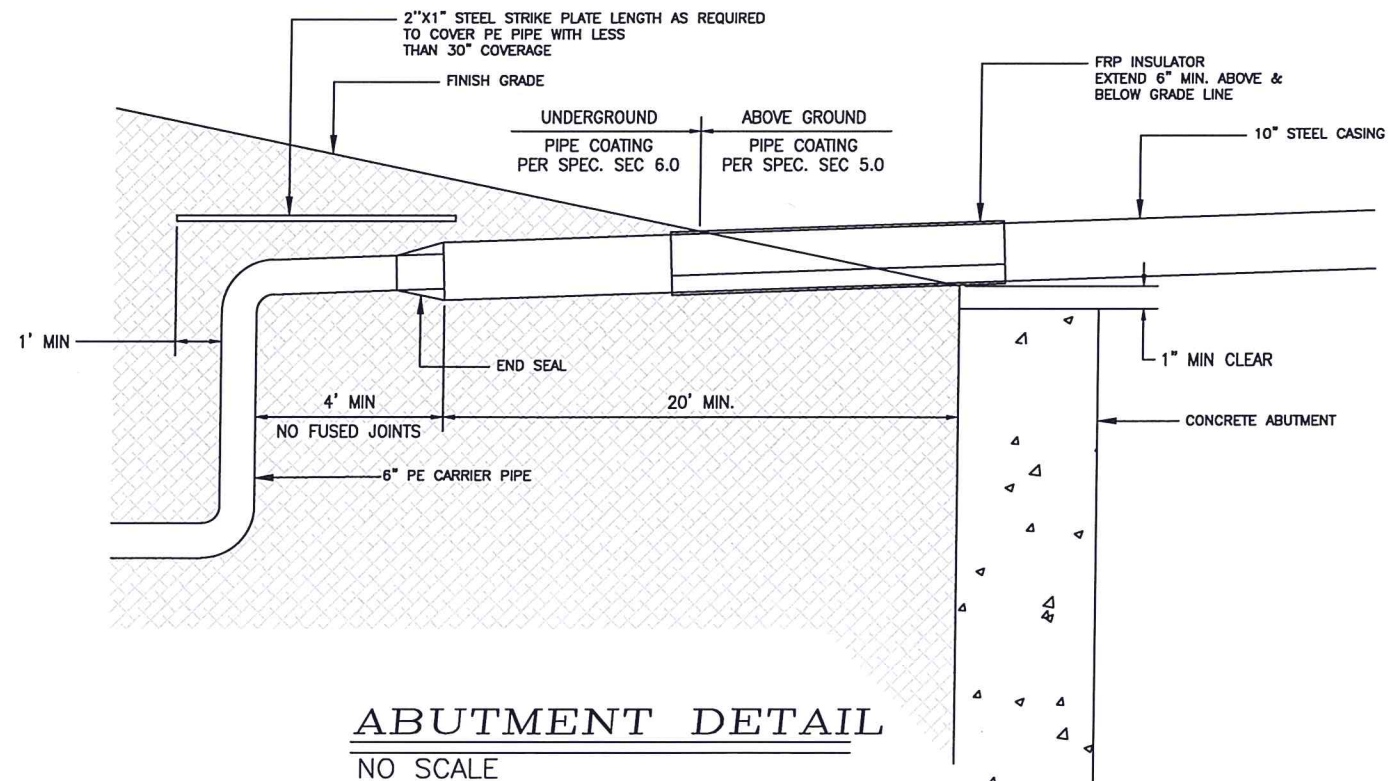
HANGER DETAIL  
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VIEW A-A  
NO SCALE



VENT DETAIL  
NO SCALE



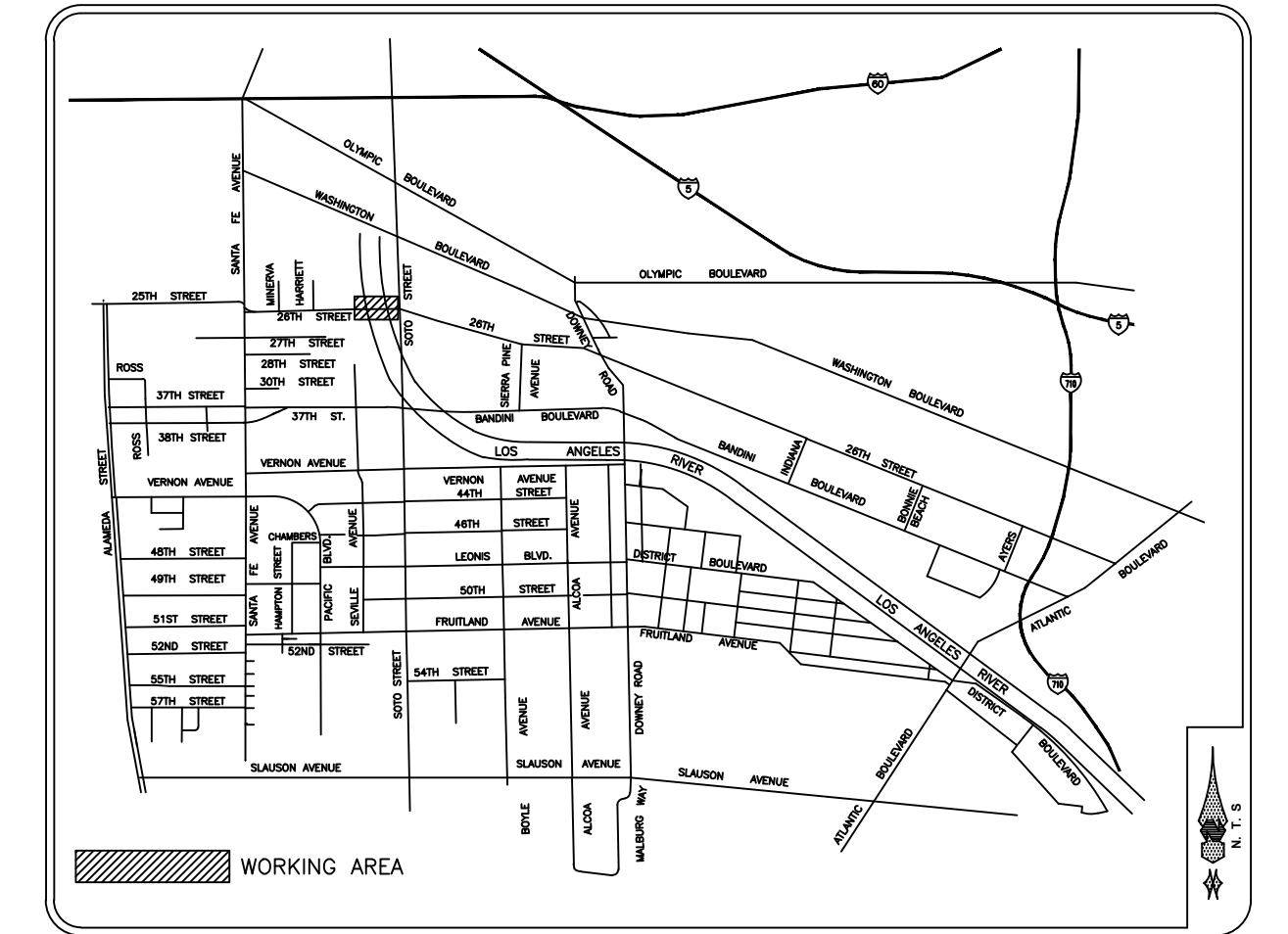
ABUTMENT DETAIL  
NO SCALE

EXHIBIT C  
TRAFFIC CONTROL PLAN





CITY OF VERNON  
PUBLIC UTILITIES DEPARTMENT  
26TH STREET BRIDGE GAS PIPELINE & CASING INSTALLATION  
CONTRACT LP-0510  
TRAFFIC CONTROL PLAN



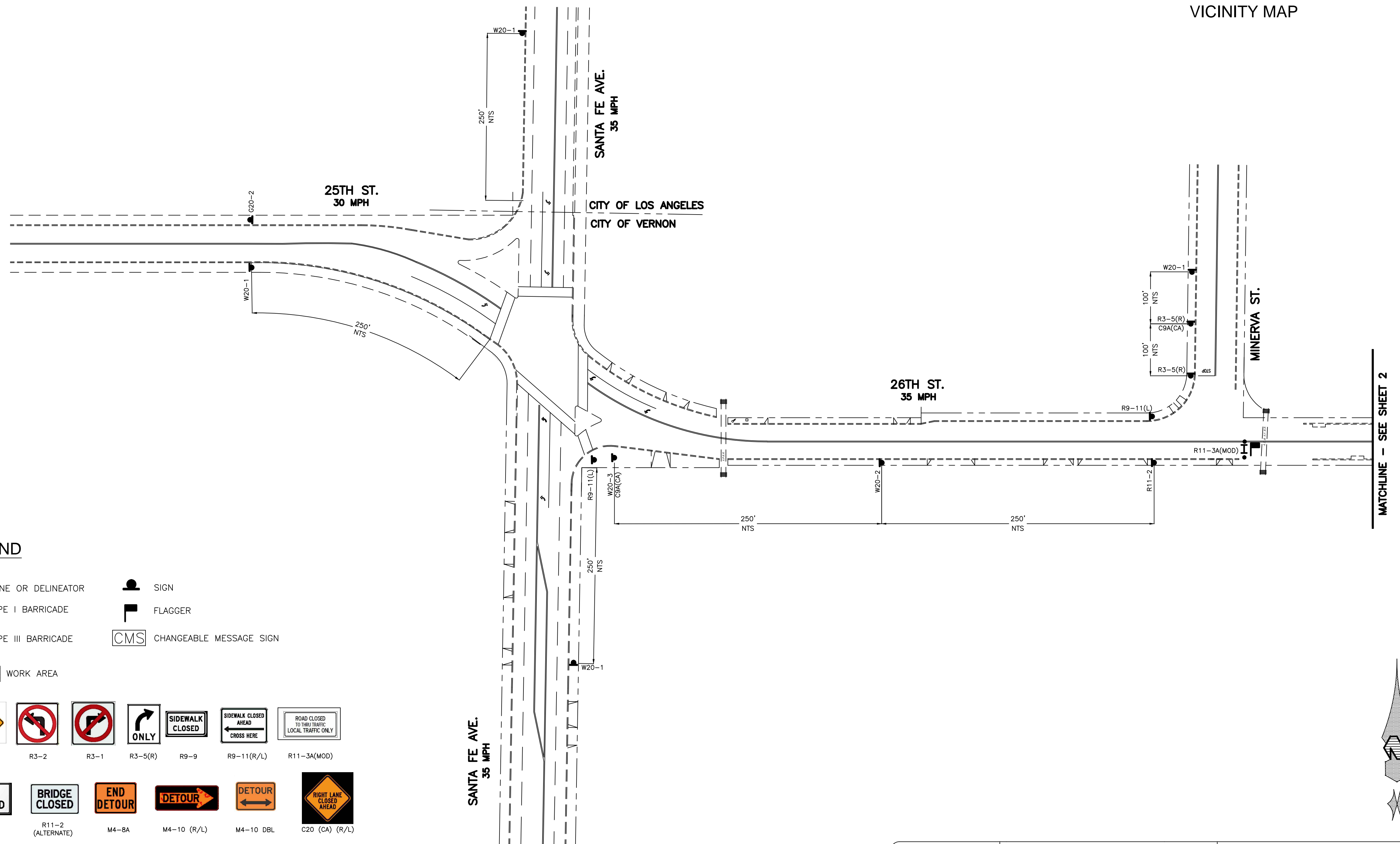
VICINITY MAP

GENERAL NOTES FOR TRAFFIC CONTROL:

- ALL TRAFFIC CONTROL WORK FOR CONSTRUCTION SHALL CONFORM TO THE LATEST EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA-MUTCD), STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD SPECIFICATIONS AND STANDARD PLANS, WORK AREA TRAFFIC CONTROL HANDBOOK (WATCH), AND ALL OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (O.S.H.A.) REQUIREMENTS AS APPLICABLE.
- THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBILITY GUIDELINES AND WITH THE CALIFORNIA ACCESSIBILITY GUIDELINES AS RELATED TO PEDESTRIAN ACCESS AND SHALL MAINTAIN PEDESTRIAN ACCESS AT ALL TIMES PER ADA REQUIREMENTS. SIDEWALK CLOSURE/DETOUR SHALL COMPLY WITH THE CA-MUTCD.
- THE CITY OF VERNON RESERVES THE RIGHT TO OBSERVE THESE TRAFFIC CONTROL PLANS IN USE AND TO MAKE ANY NECESSARY CHANGES AS FIELD CONDITIONS WARRANT. ANY CHANGES SHALL SUPERSEDE THESE PLANS AND BE DONE PER THE CA-MUTCD WITH THE APPROVAL OF THE CITY OF VERNON ENGINEER.
- WORKING HOURS: MONDAY-THURSDAY FROM 5 AM - 3 PM.
- THE CONTRACTOR SHALL NOTIFY MTA SEVENTY-TWO (72) HOURS PRIOR TO COMMENCEMENT OF WORK.
- THE CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED FOR THE TEMPORARY TRAFFIC CONTROL WITHIN THE CITY OF LOS ANGELES.
- CMS BOARDS SHALL BE PLACED ON 26TH STREET FOURTEEN (14) WORKING DAYS BEFORE COMMENCEMENT OF WORK AND SHALL READ THE LOCATION, DURATION OF WORK AND WORKING HOURS.
- ALL PRIVATE DRIVEWAYS AND SIDE STREETS SHALL BE KEPT OPEN AT ALL TIMES EXCEPT WHEN CONSTRUCTION TAKES PLACE DIRECTLY IN FRONT OF THE DRIVEWAYS / SIDE STREETS. ALL OPEN EXCAVATIONS ON PUBLIC STREETS DURING THE NON-WORKING HOURS SHALL BE BACK-FILLED OR STEEL-PLATED (ANTI-SKID PLATES) FOR TRAFFIC TO THE SATISFACTION OF THE CITY OF VERNON ENGINEER OR INSPECTOR.
- ALL TRAFFIC CONTROL DEVICES SHALL BE REMOVED FROM THE STREET WHEN NOT IN USE OR UPON COMPLETION OF DAILY CONSTRUCTION, AND THE PERMANENT TRAFFIC CONTROL DEVICES SHALL BE RESTORED BY THE END OF EACH WORK DAY.
- ALL EXISTING SIGNAGE NOT IN CONFORMANCE WITH THE TEMPORARY TRAFFIC CONTROL PLANS SHOWN HEREON SHALL BE COVERED FOR THE DURATION OF THE SETUP. ALL SIGN COVERS PLACED OVER EXISTING SIGNAGE SHALL BE COMPLETELY REMOVED AT THE END OF THE WORK DAY OR WHEN TRAFFIC CONTROL IS NOT IN USE.
- TRAFFIC SIGNALS SHALL REMAIN IN OPERATION AT ALL TIMES. CONFLICTING TRAFFIC SIGNAL INDICATIONS SHALL BE COVERED, AND SIGNAL OPERATION DURING EACH CONSTRUCTION PHASE SHALL BE COORDINATED WITH THE CITY OF VERNON ENGINEER OR INSPECTOR.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR PERFORMING WORK ON A PUBLIC STREET TO MAINTAIN CONTROL DEVICES AS SHOWN HEREON, AS WELL AS ANY SUCH ADDITIONAL DEVICES AS MAY BE REQUIRED TO ENSURE THE SAFE MOVEMENT OF TRAFFIC AND PEDESTRIANS THROUGH OR AROUND THE WORK AREA.
- ALL TRAFFIC LANES SHALL HAVE A MINIMUM OF FIVE (5) FEET CLEARANCE FROM OPEN EXCAVATIONS AND A MINIMUM OF TWO (2) FEET FROM VERTICAL OBSTRUCTIONS. MAINTAIN MINIMUM ONE LANE OF TRAFFIC IN BOTH DIRECTIONS DURING WORKING HOURS FOR LOCAL TRAFFIC ONLY.
- PLACE ADDITIONAL "LANE CLOSED" (C30) SIGNS ON TYPE I BARRICADES AT 200 FEET INTERVALS THROUGHOUT EXTENDED WORK AREAS IN EACH LANE THAT IS CLOSED.
- ALL ADVANCED WARNING SIGNS SHALL BE EQUIPPED WITH FLAGS DURING DAY TIME WORKING HOURS AND WITH WARNING LIGHTS AT NIGHT.
- PROVIDE FLAGGERS AS DEEMED NECESSARY BY THE CITY OF VERNON ENGINEER.
- PROHIBIT LEFT TURNS WHEN IN CONFLICT WITH CONSTRUCTION AND WHEN LEFT TURN VISIBILITY IS RESTRICTED BY CONSTRUCTION.
- ALL SIGNS SHALL CONFORM TO THE CURRENT CA-MUTCD AND THE UNITED STATES DEPARTMENT OF TRANSPORTATION BOOK OF STANDARD HIGHWAY SIGNS AND MARKINGS. ALL NEW SIGNS SHALL BE THE STANDARD SIZE AS SHOWN IN THE STANDARD HIGHWAY SIGNS. SIGNS SHALL NOT OVERLAP. ALL TUBULAR DELINEATORS SHALL BE 36" MINIMUM HEIGHT AND CONES SHALL BE 28" MINIMUM HEIGHT AND SHALL INCLUDE A 6" AND 4" HIGH INTENSITY REFLECTORIZED SLEEVES.
- THE CITY OF VERNON HAS NO CONTROL OVER, NOR RESPONSIBILITY FOR, TRAFFIC CONTROL PLAN IMPLEMENTATION BY OTHERS AND/OR INSPECTION PERFORMED BY OTHERS.

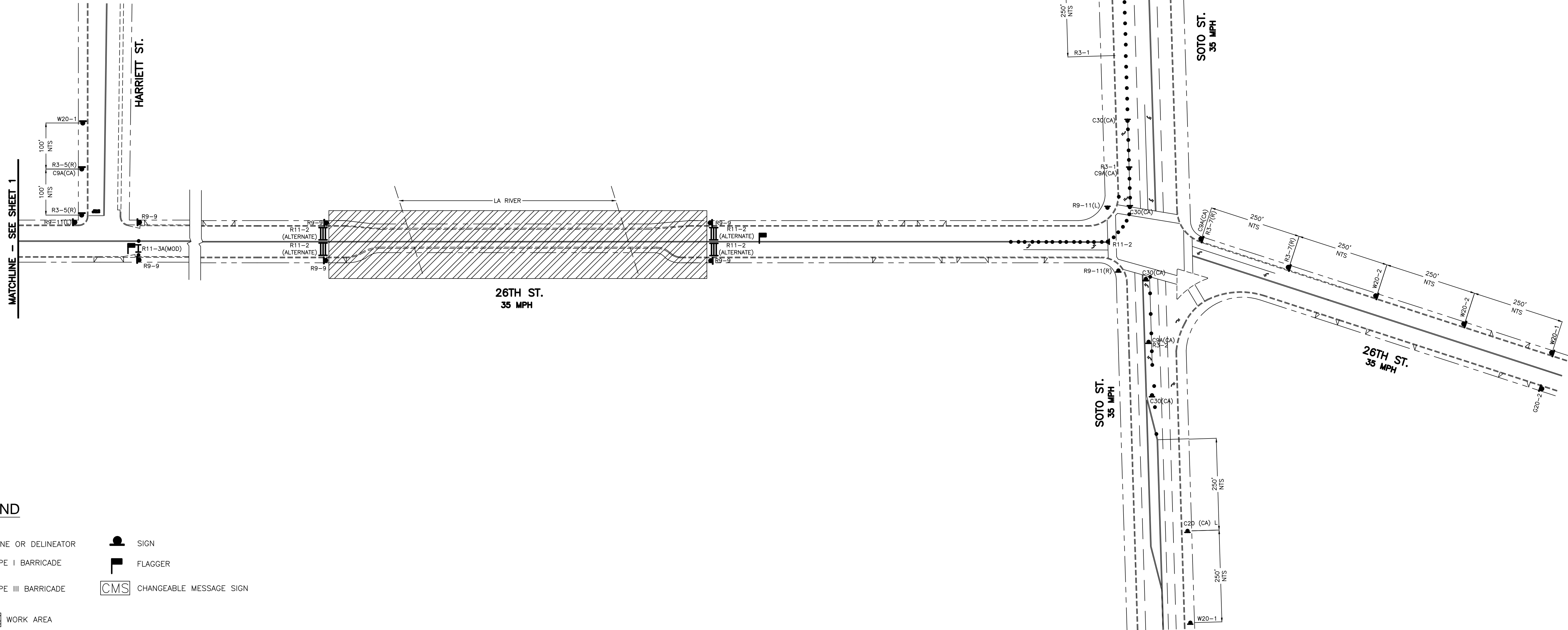
LEGEND

● CONE OR DELINEATOR	🚧 SIGN
🚧 TYPE I BARRICADE	🚧 FLAGGER
🚧 TYPE III BARRICADE	📄 CMS CHANGEABLE MESSAGE SIGN
🚧 WORK AREA	
C9A(CA)	R3-2
R3-1	R3-5(R)
R3-5(R)	R9-9
R9-9	R9-11(R/L)
R9-11(R/L)	R11-3A(MOD)
R11-3A(MOD)	
R11-2	R11-2 (ALTERNATE)
M4-8A	M4-10 (R/L)
M4-10 (R/L)	M4-10 DBL
C20 (CA) (R/L)	
W20-1	W20-2
W20-2	W20-3
SC3(CA)	G20-2
G20-2	C30(CA)
C30(CA)	R3-7(R)



DESIGNED: BELTRAN	CITY OF VERNON VERNON PUBLIC UTILITIES	CONTRACT NO. LP-0510
DRAWN: BELTRAN	26TH STREET BRIDGE GAS PIPELINE & CASING INSTALLATION	SHEET
CHECKED: BELTRAN	TRAFFIC CONTROL PLAN	1 OF 3
REVIEWED: WALL		





LEGEND

●

CONE OR DELINEATOR

⊢

TYPE I BARRICADE

≡

TYPE III BARRICADE

▨

WORK AREA

⬮

SIGN

⚑

FLAGGER

CMS

CHANGEABLE MESSAGE SIGN

C9A(CA)

R3-2

R3-1

R3-5(R)

R9-9

R9-11(R/L)

R11-3A(MOD)

R11-2

R11-2 (ALTERNATE)

M4-8A

M4-10 (R/L)

M4-10 DBL

C20 (CA) (R/L)

W20-1

W20-2

W20-3

SC3(CA)

C20-2

C30(CA)

R3-7(R)



DESIGNED: BELTRAN	CITY OF VERNON VERNON PUBLIC UTILITIES	CONTRACT NO. LP-0510
DRAWN: BELTRAN	26TH STREET BRIDGE GAS PIPELINE & CASING INSTALLATION TRAFFIC CONTROL PLAN	
CHECKED: BELTRAN		
REVIEWED: WALL		
		SHEET 2 OF 3

LEGEND

CONE OR DELINEATOR

TYPE I BARRICADE

TYPE III BARRICADE

WORK AREA

C9A(CA)

R3-2

R3-1

R3-5(R)

R9-9

R9-11(R/L)

R11-3A(MOD)

ROAD CLOSED

R11-2

BRIDGE CLOSED

R11-2 (ALTERNATE)

END DETOUR

M4-8A

DETOUR

M4-10 (R/L)

DETOUR

M4-10 DBL

RIGHT LANE CLOSED AHEAD

C20 (CA) (R/L)

ROAD WORK AHEAD

W20-1

DETOUR AHEAD

W20-2

ROAD CLOSED AHEAD

W20-3

DETOUR

SC3(CA)

END ROAD WORK

C20-2

LANE CLOSED

C30(CA)

RIGHT LANE MUST TURN RIGHT

R3-7(R)

SIGN

FLAGGER

CHANGEABLE MESSAGE SIGN

DESIGNED: BELTRAN	CITY OF VERNON VERNON PUBLIC UTILITIES	CONTRACT NO. LP-0510	
DRAWN: BELTRAN			
CHECKED: BELTRAN	26TH STREET BRIDGE GAS PIPELINE & CASING INSTALLATION DETOUR PLAN		
REVIEWED: WALL			
		SHEET 3 OF 3	



## EXHIBIT D LIVING WAGE PROVISIONS

### Minimum Living Wages:

A requirement that Employers pay qualifying employees a wage of no less than \$10.30 per hour with health benefits, or \$11.55 per hour without health benefits.

### Paid and Unpaid Days Off:

Employers provide qualifying employees at least twelve compensated days off per year for sick leave, vacation, or personal necessity, and an additional ten days a year of uncompensated time for sick leave.

### No Retaliation:

A prohibition on employer retaliation against employees complaining to the City with regard to the employer's compliance with the living wage ordinance. Employees may bring an action in Superior Court against an employer for back pay, treble damages for willful violations, and attorney's fees, or to compel City officials to terminate the service contract of violating employers.

EXHIBIT E  
EQUAL EMPLOYMENT OPPORTUNITY  
PRACTICES PROVISIONS

- A. Contractor certifies and represents that, during the performance of this Agreement, the contractor and each subcontractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religious creed, color, national origin, ancestry, handicap, sex, or age. Contractor further certifies that it will not maintain any segregated facilities.
- B. Contractor agrees that it shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of Contractor, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, handicap, sex or age.
- C. Contractor agrees that it shall, if requested to do so by the City, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their membership in a protected class.
- D. Contractor agrees to provide the City with access to, and, if requested to do so by City, through its awarding authority, provide copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- E. Nothing contained in this Agreement shall be construed in any manner as to require or permit any act which is prohibited by law.