



**Agenda
City of Vernon
Regular City Council Meeting
Tuesday, March 03, 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.

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.

1. City Clerk

[Approval of Minutes](#)

Recommendation:

Approve the February 18, 2020 Regular City Council meeting minutes.

[1. 2020-02-18 City Council Minutes](#)

2. Finance/ Treasury

[Operating Account Warrant Register](#)

Recommendation:

Approve Operating Account Warrant Register No. 40, for the period of February 2 through February 15, 2020, which totals \$4,367,717.51 and consists of ratification of electronic payments totaling \$4,028,259.82 and ratification of the issuance of early checks totaling \$339,457.69.

[1. Operating Account Warrant Register No. 40](#)

3. Finance/ Treasury

[RDA Obligation Retirement Account Warrant Register](#)

Recommendation:

Approve RDA Obligation Retirement Account Warrant Register No. 57, for the period of January 19 through February 15, 2020, consisting of ratification of electronic payments totaling \$7,000.

[1. RDA Obligation Retirement Account Warrant Register No. 57](#)

4. Public Works

[Public Works Monthly Building Report](#)

Recommendation:

Receive and file the January 2020 Building Report.

[1. Public Works Department January 2020 Building Report](#)

5. Public Works

[Acceptance of Electrical Easement at 4328 Alcoa Avenue \(APN 6303-010-047\)](#)

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. Electrical Easement - 4328 Alcoa](#)

[2. Certificate of Acceptance - 4328 Alcoa](#)

NEW BUSINESS

6. Public Utilities

[Services Agreement with Pacific Advanced Civil Engineering, Inc.](#)

Recommendation:

A. Find that the proposed action is categorically exempt from California Environmental Quality Act (CEQA) review, in accordance with CEQA Guidelines §15306, because the scope of the agreement consists of research, analysis, and resource evaluation activities which will not result in a serious or major disturbances to environmental resources and which will not commit the City to any project; and

B. Approve and authorize the City Administrator to execute the Services Agreement between the City of Vernon and Pacific Advanced Civil Engineering, Inc., for Design Services for Equipment and Site Improvements for Well No. 22, in substantially the same form as submitted, for an amount not to exceed \$232,476.

[1. Services Agreement with Pacific Advanced Civil Engineering, Inc.](#)

7. Public Utilities

[Services Agreement with Infrastructure Engineering Corporation](#)

Recommendation:

A. Find that the proposed action is exempt from the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines § 15061(b)(3), the general rule that CEQA only applies to projects that may have a significant effect on the environment, for the reason that any project that may occur in the future relying on this approval would be subject to CEQA review and determination prior to- or at the time of- requesting project approval; and

B. Approve and authorize the City Administrator to execute a Services Agreement with Infrastructure Engineering Corporation for a Water System Operations Analysis and Master Plan, in substantially the same form as submitted, in an amount not to exceed \$273,685.

[1. Services Agreement with Infrastructure Engineering Corporation](#)

8. Public Utilities

[Added Facilities Agreement with National Ready Mixed Concrete Co.](#)

Recommendation:

A. Find that approval of the proposed action is exempt from the 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; and even if the proposed action did constitute a project, it would be exempt from CEQA review, in accordance with CEQA Guidelines § 15301, because the project consists of the maintenance, repair or minor alteration of an existing facility and involves negligible or no expansion of an existing use; and

B. Approve and authorize the City Administrator to execute the Added Facilities Agreement with National Ready Mixed Concrete Co., in substantially the same form as submitted, for natural gas Added Facilities.

[1. Added Facilities Agreement with National Ready Mixed Concrete Co.](#)

9. City Administration

[Letter in Amicus Support of City of Huntington Beach Appeal to California Supreme Court](#)

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. Authorize the City Administrator to submit a letter in Amicus support of the City of Huntington Beach to the California Supreme Court in the matter of City of Huntington Beach v. Xavier Becerra et al., California Supreme Court Case No. S260766.

[1. Letter of Support for Huntington Beach](#)

ORAL REPORTS

City Administrator Reports on Activities and other Announcements

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

CLOSED SESSION

10. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (2 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

11. 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 former employee Jerrick Torres related to his termination, in the form of a Complaint of Discrimination filed with the Department of Fair Employment and Housing (DFEH). The DFEH Complaint (DFEH No. 201910-08099730) 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 27th day of February 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 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 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-80-2020
Submitted by: Sandra Dolson
Submitting Department: City Clerk
Meeting Date: March 3, 2020

SUBJECT

Approval of Minutes

Recommendation:

Approve the February 18, 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. [2020-02-18 City Council Minutes](#)

**MINUTES
VERNON CITY COUNCIL
REGULAR MEETING
TUESDAY, FEBRUARY 18, 2020
COUNCIL CHAMBER, 4305 SANTA FE AVENUE**

CALL TO ORDER

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

FLAG SALUTE

Mayor Ybarra 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
Brian Byun, Senior Deputy City Attorney
Lisa Pope, City Clerk
Scott Williams, Finance Director
Jim Enriquez, Interim Fire Chief
Fredrick Agyin, Director of Health and Environmental Control
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.

PRESENTATIONS

- 1. City Council
 Employee Service Pin Awards for January 2020
 Recommendation:**

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

Human Resources Director Earl indicated the two recipients were unable to attend the meeting.

CONSENT CALENDAR

MOTION

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

The Consent Calendar consisted of the following items:

2. **City Clerk**
Approval of Minutes
Recommendation:
Approve minutes for the February 4, 2020 Regular City Council Meeting and February 5, 2020 Special City Council Meeting.
3. **Finance/ Treasury**
City Payroll Warrant Register
Recommendation:
Approve City Payroll Account Warrant Register No. 764 for the period of January 1 through January 31, 2020, which totals \$4,389,718.45 and consists of ratification of direct deposits, checks and taxes totaling \$3,054,709.01 and ratification of checks and electronic fund transfers (EFT) for payroll related disbursements totaling \$1,335,009.44 paid through operating bank account.
4. **Finance/ Treasury**
Operating Account Warrant Register
Recommendation:
Approve Operating Account Warrant Register No. 39, for the period of January 19 through February 1, 2020, which totals \$6,655,484.72 and consists of ratification of electronic payments totaling \$6,366,351.32 and ratification of the issuance of early checks totaling \$289,133.40.
5. **Fire Department**
Fire Department Activity Report
Recommendation:
Receive and file the December 2019 Report.
6. **Police Department**
Police Department Activity Report
Recommendation:
Receive and file the December 2019 Reports.

NEW BUSINESS

7. Public Utilities

Construction Contract with Best Drilling and Pump, Inc. for the Well No. 17 Rehabilitation Project

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 existing facilities and involves negligible or no expansion of an existing use;
- B. Accept the bid from Best Drilling and Pump, Inc. as the lowest responsive and responsible bidder and reject all other bids;
- C. Approve and authorize the City Administrator to execute a Construction Contract with Best Drilling and Pump, Inc., in substantially the same form as submitted, in an amount not to exceed \$552,929.00 for the Well No. 17 Rehabilitation Project; and
- D. Authorize a contingency amount of \$47,000.00 in the event of unforeseen changes 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 8.5% of the total contract value, the contingency amount requested is typical for this type and size of project.

Public Utilities General Manager Alemu presented the staff report.

In response to Council questions, City Administrator Fandino stated Well 17 was located at Downey and Vernon.

MOTION

Council Member Menke moved and Mayor Pro Tem Lopez seconded a motion to: 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 existing facilities and involves negligible or no expansion of an existing use; B. Accept the bid from Best Drilling and Pump, Inc. as the lowest responsive and responsible bidder and reject all other bids; C. Approve and authorize the City Administrator to execute a Construction Contract with Best Drilling and Pump, Inc., in substantially the same form as submitted, in an amount not to exceed \$552,929.00 for the Well No. 17 Rehabilitation Project; and D. Authorize a contingency amount of \$47,000.00 in the event of unforeseen changes 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 8.5% of the total contract value, the contingency amount requested is typical for this type and size of project. The question was called and the motion carried unanimously.

8. Finance/ Treasury

2020 Electric System Revenue Bonds

Recommendation:

- A. Find that approval of the resolution to issue 2020 Electric System Revenue Bonds is exempt under the California Environmental Quality Act (CEQA) in accordance with

Sections 15060(c)(3), 15378(b)(4), and 15378(b)(5) because the activity approved by the Resolution relating to the refinancing or funding of previously-approved projects will not result in direct or indirect physical changes in the environment and, therefore, is not a "project," as defined in Section 15378 of the CEQA Guidelines; and

B. Adopt a resolution for the issuance of 2020 Electric System Revenue Taxable Series A Bonds in the par amount of approximately \$190 million to provide funds to (a) refund a portion of the City's outstanding 2009 Series A, 2012 Series B and 2015 Series A Electric System Revenue Bonds (b) finance costs of certain capital improvements for the electric system (c) fund a deposit to the Debt Service Reserve Fund, and (d) pay cost of issuance of the 2020 Series Bonds. The resolution provides for flexibility to accommodate interest rate fluctuations that would impact market conditions.

Finance Director Williams presented the staff report.

In response to Council questions, Finance Director Williams explained that the bond proceeds would cover the cost of refinancing. Jeffrey Higgins, BLX Group, explained the tax exempt status and refinancing of the tax exempt bonds. A discussion ensued between Council and staff regarding tax prepaid transactions, tax analysis, financing, intended use of the new money, and the bond transactions saving levels.

MOTION

Council Member Davis moved and Council Member Menke seconded a motion to: A. Find that approval of the resolution to issue 2020 Electric System Revenue Bonds is exempt under the California Environmental Quality Act (CEQA) in accordance with Sections 15060(c)(3), 15378(b)(4), and 15378(b)(5) because the activity approved by the Resolution relating to the refinancing or funding of previously-approved projects will not result in direct or indirect physical changes in the environment and, therefore, is not a "project," as defined in Section 15378 of the CEQA Guidelines; and B. Adopt a resolution for the issuance of 2020 Electric System Revenue Taxable Series A Bonds in the par amount of approximately \$190 million to provide funds to (a) refund a portion of the City's outstanding 2009 Series A, 2012 Series B and 2015 Series A Electric System Revenue Bonds (b) finance costs of certain capital improvements for the electric system (c) fund a deposit to the Debt Service Reserve Fund, and (d) pay cost of issuance of the 2020 Series Bonds. The resolution provides for flexibility to accommodate interest rate fluctuations that would impact market conditions. The question was called and the motion carried unanimously.

9. Finance/ Treasury

2020 Water System Revenue Bonds

Recommendation:

A. Find that approval of the resolution to issue 2020 Water System Revenue Bonds is exempt under the California Environmental Quality Act (CEQA) in accordance with Sections 15060(c)(3), 15378(b)(4), and 15378(b)(5) because the activity approved by the Resolution relating to the refinancing or funding of previously-approved projects will not result in direct or indirect physical changes in the environment and, therefore, is not a "project," as defined in Section 15378 of the CEQA Guidelines; and

B. Adopt a resolution for the issuance of 2020 Water System Revenue Tax Exempt Series A Bonds in the par amount of \$15 million to provide funds to (a) finance costs of certain capital improvements for the water system (b) fund a deposit to the Debt Service Reserve Fund, and (c) pay cost of issuance of the 2020 Series Bonds. The resolution provides for flexibility to accommodate interest rate fluctuations that would impact market conditions.

Finance Director Williams presented the staff report.

MOTION

Council Member Menke moved and Mayor Pro Tem Lopez seconded a motion to: A. Find that approval of the resolution to issue 2020 Water System Revenue Bonds is exempt under the California Environmental Quality Act (CEQA) in accordance with Sections 15060(c)(3), 15378(b)(4), and 15378(b)(5) because the activity approved by the Resolution relating to the refinancing or funding of previously-approved projects will not result in direct or indirect physical changes in the environment and, therefore, is not a "project," as defined in Section 15378 of the CEQA Guidelines; and B. Adopt a resolution for the issuance of 2020 Water System Revenue Tax Exempt Series A Bonds in the par amount of \$15 million to provide funds to (a) finance costs of certain capital improvements for the water system (b) fund a deposit to the Debt Service Reserve Fund, and (c) pay cost of issuance of the 2020 Series Bonds. The resolution provides for flexibility to accommodate interest rate fluctuations that would impact market conditions. The question was called and the motion carried unanimously.

10. City Administration

Legislation to Address Use of Public Moneys to Compensate Non-employees for Business Recruitment

Recommendation:

A. Find that 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; and

B. Authorize City staff to pursue the development of state legislation that prohibits the use of public moneys to compensate consultants or non-employees for activities related to the recruitment of private companies to relocate any portion of their business from one city or county to another pursuant to any form of sales tax sharing agreement.

City Administrator Fandino presented the staff report.

In response to Council questions, City Attorney Patel discussed the Fair Political Practices Commission (FPPC) opinion for the City of Long Beach regarding a consultant benefiting from sales tax revenue.

MOTION

Council Member Davis moved and Council Member Menke seconded a motion to: A. Find that 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; and B. Authorize City staff to pursue the development of state legislation that prohibits the use of public moneys to compensate consultants or non-employees for activities related to the recruitment of private companies to relocate any portion of their business from one city or county to another pursuant to any form of sales tax sharing agreement. The question was called and the motion carried unanimously.

ORAL REPORTS

City Administrator Reports on Activities and Other Announcements

City Administrator Fandino reported on recent Vernon Police Department and Public Utilities incidents and updating the City’s retention schedules. He announced the write-in period for the April 14, 2020 General Municipal Election. He discussed the proposed fee schedule and invited the community to a public workshop on March 10 and a special Business and Industry Commission meeting on March 17, 2020. He announced the launch of the YMCA program available to Vernon residents. He stated the City would honor Kobe Bryant by projecting on the elevated tank. He announced the Spring Egg-Stravangaza on March 26, 2020.

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

None.

RECESS

Mayor Ybarra recessed the meeting to Closed Session at 9:43 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

Vernon Professional Firefighters Association v. City of Vernon
Public Employment Relations Board (PERB) Unfair Practice Charge No. LA-CE-1423-M
Signal Hill vs. Central Basin Municipal Water District

Los Angeles Superior Court Case No. 19STCP03882

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

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 10:04 a.m., Mayor Ybarra adjourned Closed Session and reconvened the regular meeting.

City Attorney Patel reported that City Council met in closed session and there was no reportable action.

ADJOURNMENT

Mayor Ybarra adjourned the meeting at 10:04 a.m.

MELISSA YBARRA, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

City Council Agenda Item Report

Agenda Item No. COV-83-2020

Submitted by: John Lau

Submitting Department: Finance/ Treasury

Meeting Date: March 3, 2020

SUBJECT

Operating Account Warrant Register

Recommendation:

Approve Operating Account Warrant Register No. 40, for the period of February 2 through February 15, 2020, which totals \$4,367,717.51 and consists of ratification of electronic payments totaling \$4,028,259.82 and ratification of the issuance of early checks totaling \$339,457.69.

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. 40 covering claims and demands presented during the period of February 2 through February 15, 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. 40, totals \$4,367,717.51. 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. 40.

Attachments:

1. [Operating Account Warrant Register No. 40](#)



CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 40
MARCH 3, 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

Director of Finance / City Treasurer

Date: 2/20/2020

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. 40
MARCH 3, 2020**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
004856 - MELISSA YBARRA	057.1057.550000	\$ 121.95	Reimb. Internet Charges 10/19-12/19	020520		02/06/2020	9345	\$ 121.95
001906 - WILLIAM DAVIS	057.1057.550000	\$ 121.95	Reimb. Internet Charges 10/19-12/19	020520		02/06/2020	9346	\$ 121.95
006518 - CARAHSOFT TECHNOLOGY CORPORATI	011.9019.595210	\$ 22,129.39	Network Security Services	IN714650		02/06/2020	9347	\$ 22,129.39
000447 - CDW GOVERNMENT, INC	020.1084.900000	\$ 36,018.72	CISCO DIRECT IE-4000-~	WHP6517	011.0014201			
	020.1084.900000	\$ 3,421.78	Sales Tax 9.5%	WHP6517		02/06/2020	9348	\$ 39,440.50
001206 - DELL MARKETING LP	020.1084.900000	\$ 4,063.15	SonicWall NSA 2650 TotalSecure -	10361366102	011.0014195			
	020.1084.900000	\$ 18.99	Freight	10361366102	011.0014195			
	020.1084.900000	\$ 387.80	Sales Tax 9.5%	10361366102				
	020.1084.900000	\$ 24,650.16	PowerEdge R540 Fully Configurable~	10368012942	011.0014217			
	020.1084.900000	\$ 1,142.08	Non taxable from above line item	10368012942	011.0014217			
	020.1084.900000	\$ 2,341.78	Sales Tax 9.5%	10368012942		02/06/2020	9349	\$ 32,603.96

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 40
MARCH 3, 2020**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005460 - ETC DEPOT	011.9019.520010	\$ 165.00	8CH HDCVI/AHD/CVBS/TVI/IP, H.264,	910499	011.0014190			
	011.9019.520010	\$ 279.00	16CH HDCVI/AHD/CVBS/TVI/IP, H.265,	910499	011.0014190			
	011.9019.520010	\$ 22.50	Freight	910499	011.0014190			
	011.9019.520010	\$ 42.18	Sales Tax 9.5%	910499				
						02/06/2020	9350	\$ 508.68
005034 - KRONOS INCORPORATED	011.9019.590110	\$ 797.43	Software & Hardware Usage Fees	11551594		02/06/2020	9351	\$ 797.43
003578 - ANGELA MELGAR	011.1004.596500	\$ 29.48	Accounting for Pensions & OPEB	020420		02/06/2020	9352	\$ 29.48
006236 - SUEZ WTS SERVICES USA, INC	011.1033.590000	\$ 179.03	Water Purification Services	900193851				
	011.1033.590000	\$ 59.68	Water Purification Services	900194069				
	011.1033.590000	\$ 123.10	Water Purification Services	900207248				
	011.1033.590000	\$ 104.48	Water Purification Services	900207249				
	011.1033.590000	\$ 95.17	Water Purification Services	900207887				
	011.1033.590000	\$ 59.68	Water Purification Services	900232972				
	011.1033.590000	\$ 119.36	Water Purification Services	900232973				
						02/06/2020	9353	\$ 740.50
001658 - WATER REPLENISHMENT DISTRICT	020.1084.500110	\$ 203,257.55	Groundwater Production & Assessment	011520		02/06/2020	9354	\$ 203,257.55

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 40
MARCH 3, 2020**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	011.1070.550000	\$ 745.16	Community Outreach Event	112219				
	011.1070.550000	\$ 3,703.43	Community Outreach Event	112219				
	011.1001.520000	\$ 17.19	Name Badge	112219				
	011.1001.520000	\$ 15.88	Nameplate	112219				
	011.1001.520000	\$ 11.81	Portrait Prints	112219				
	011.1026.596500	\$ 236.95	Airline	112219(1)				
	011.1026.596500	\$ 99.00	Travel Expense	112219(1)				
	011.5031.560000	\$ 56.55	Cable Subscription	112219(10)				
	011.1031.550000	\$ 187.12	Community Outreach Event	112219(10)				
	011.1031.596500	\$ 603.25	Hotels	112219(10)				
	011.1031.520000	\$ 623.70	Supplies	112219(10)				
	011.1001.596500	\$ 540.30	Airline / C. Menke	112219(11)				
	011.1070.550000	\$ 55.13	Community Outreach Event	112219(11)				
	011.1023.596600	\$ 47.00	LA Times Subscription	112219(11)				
	011.1002.596500	\$ 107.01	Meals / Meeting	112219(11)				
	011.1001.596500	\$ 570.00	Registration / C. Menke	112219(11)				
	011.1002.520000	\$ 38.79	Supplies	112219(11)				
	055.8000.590000	\$ 12.71	Calibration Services	112219(12)				
	055.9000.900000	\$ 3,242.41	Conext Gateway	112219(12)				
	020.1084.900000	\$ 1,608.54	DI/O Controller	112219(12)				
	011.1049.520000	\$ 75.01	Supplies	112219(13)				
	011.1043.520000	\$ 459.24	Equipment Rental	112219(14)				
	011.1043.520000	\$ 688.61	Supplies	112219(14)				

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	011.9019.520010	\$ 55.14	Antenna Connectors	112219(15)				
	011.9019.520010	\$ 327.41	Mic for City Admin Events	112219(15)				
	011.9019.520010	\$ 150.00	Microsoft OneDrive	112219(15)				
	011.9019.520010	\$ 10.92	Mount for VPU Projector	112219(15)				
	011.9019.520010	\$ 35.00	Parking	112219(15)				
	011.9019.520010	\$ 14.22	Prime Membership Fee	112219(15)				
	011.9019.520010	\$ 554.49	Projector for VPU	112219(15)				
	011.9019.520010	\$ 286.54	Projector Screen	112219(15)				
	011.9019.520010	\$ 232.04	Replacement Battery	112219(15)				
	011.9019.520010	\$ 13.13	Screen Protectors	112219(15)				
	011.9019.520010	\$ 602.24	Signal Booster	112219(15)				
	011.9019.520010	\$ 702.47	Cell Booster for VPU	112219(15)				
	011.9019.520010	\$ 408.00	Survey Monkey Service	112219(15)				
	011.9019.520010	\$ 148.80	Toner	112219(15)				
	011.9019.520010	\$ 83.21	TV Mount	112219(15)				
	011.9019.520010	\$ 0.99	VOIP Phone App	112219(15)				
	011.9019.520010	\$ 90.25	VPU Cell Repeater Equipment	112219(15)				
	011.9019.520010	\$ 174.05	Wireless AP for VPU Well 22 Camera	112219(15)				
	011.9019.520010	\$ 13.08	Cell Repeater Connectors	112219(15)				
	011.9019.520010	\$ 32.27	Coax Connector for PD TV Receivers	112219(15)				
	011.9019.520010	\$ 762.18	Google Drive for VPU	112219(15)				
	011.9019.520010	\$ 86.43	HDMI Cables	112219(15)				
	011.9019.520010	\$ 109.45	iPad Case	112219(15)				

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005594 - US BANK CORPORATE	011.9019.520010	\$ 43.67	Keyboard	112219(15)				
	011.9019.520010	\$ 36.00	Meeting Software	112219(15)				
	011.1060.596700	\$ 85.00	Conference Registration	112219(16)				
	011.1024.596200	\$ 53.00	Certificate Service	112219(17)				
	011.1024.520000	\$ 30.84	Supplies	112219(17)				
	011.1024.596500	\$ 10.00	Travel Expense	112219(17)				
	011.1046.520000	\$ 135.64	Supplies	112219(18)				
	011.1004.594200	\$ 5.49	Federal E-Filing	112219(19)				
	011.1004.596550	\$ 110.00	Membership Dues	112219(19)				
	055.9000.596500	\$ 515.96	Airline	112219(2)				
	055.9000.596500	\$ 32.00	Airport Parking	112219(2)				
	011.199999	\$ 18.18	Reimbursed Charge	112219(2)				
	055.9000.596500	\$ 40.00	Travel Expense	112219(2)				
	011.1031.596500	\$ 789.90	Airline / C. Diaz	112219(20)				
	011.1031.596700	\$ 481.00	Training / M. Velez	112219(20)				
	011.1031.540000	\$ 108.11	Uniforms	112219(20)				
	011.1031.520050	\$ 136.91	Community Outreach Event	112219(20)				
	011.1031.550000	\$ 441.62	Community Outreach Event	112219(20)				
	011.1031.596500	\$ 1,607.59	Hotels / A. Miranda	112219(20)				
	011.1031.596500	\$ 1,586.86	Hotels / B. Gray	112219(20)				
	011.1031.596500	\$ 291.68	Hotels / C. Diaz	112219(20)				
	011.1031.596500	\$ 275.50	Hotels / D. Robertson	112219(20)				
	011.1031.596500	\$ 396.00	Hotels / J. Chavez	112219(20)				

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005594 - US BANK CORPORATE	011.1031.520000	\$ 385.18	Supplies	112219(20)				
	011.1048.520000	\$ 384.02	Supplies	112219(21)				
	011.1049.520000	\$ 544.20	Supplies	112219(21)				
	055.9000.596600	\$ 212.57	Books & Publications	112219(22)				
	055.8100.590020	\$ 2,193.73	Emergency Supplies	112219(22)				
	055.9000.540000	\$ 1,861.50	Uniforms	112219(22)				
	011.1026.596900	\$ 762.69	2019 EE Recognition / Holiday Event	112219(23)				
	011.1026.596900	\$ 283.90	2019 Halloween Event	112219(23)				
	011.1026.596900	\$ 18.17	Halloween Prize / Finance	112219(23)				
	011.1026.596905	\$ 165.99	Meals / Interview Panel	112219(23)				
	011.1031.550000	\$ 87.76	Community Outreach Event	112219(24)				
	011.1031.520050	\$ 246.80	Meals / Community Outreach	112219(24)				
	011.1043.520000	\$ 1,747.20	Bottled Water	112219(25)				
	011.1043.520000	\$ 1,824.91	Supplies	112219(25)				
	011.1049.520000	\$ 338.58	Supplies	112219(26)				
	011.1031.596550	\$ 125.00	Membership Dues	112219(27)				
	011.1048.520000	\$ 960.28	Refrigerator	112219(28)				
	011.1049.520000	\$ 52.29	Supplies	112219(28)				
	011.1043.520000	\$ 724.80	Bottled Water	112219(29)				
	055.9000.596550	\$ 74.66	Cable Subscription	112219(3)				
	055.9000.900000	\$ 3,333.17	Maintenance & Repairs	112219(3)				
	011.1049.520000	\$ 254.00	Supplies	112219(30)				
	055.9000.596500	\$ 192.96	Airline	112219(31)				

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005594 - US BANK CORPORATE	020.1084.900000	\$ 1,642.26	Computer	112219(31)				
	055.9000.596500	\$ 355.67	Hotels	112219(31)				
	011.1043.596600	\$ 40.00	Online BMP Handbook	112219(31)				
	055.9000.550000	\$ 36.37	Outdoor Signs	112219(31)				
	020.1084.900000	\$ 275.38	Solid-State Pressure Sensor	112219(31)				
	011.1033.520000	\$ 769.55	Supplies	112219(32)				
	011.1024.596200	\$ 209.79	Courier Services	112219(33)				
	011.1003.596550	\$ 170.00	Membership Dues	112219(34)				
	011.1003.520000	\$ 208.94	Supplies	112219(34)				
	011.1060.596700	\$ 461.23	Meals / DTSC Hazardous Waste Training	112219(35)				
	011.1060.520000	\$ 46.61	Supplies	112219(35)				
	011.1031.596500	\$ 462.69	Hotels / I. Estrada	112219(4)				
	011.1031.596700	\$ 170.00	Registration / A. Escobedo	112219(4)				
	011.1031.520050	\$ 20.50	Community Outreach Event	112219(5)				
	011.1031.550000	\$ 150.09	Community Outreach Event	112219(5)				
	011.1024.596500	\$ 30.00	Baggage Fee	112219(6)				
	011.1002.596500	\$ 553.96	Airline	112219(7)				
	011.1002.596500	\$ 75.11	Meals / Meeting	112219(7)				
	011.1041.596700	\$ 399.00	Training	112219(8)				
	011.1040.596700	\$ 798.00	Training / Staff	112219(8)				
	056.5600.590000	\$ 359.81	Maintenance & Repairs	112219(9)				
						02/06/2020	9355	\$ 49,877.37

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001695 - VULCAN MATERIALS CO	020.1084.520000	\$ 320.84	Paving Materials~	72449800	011.0013886			
	020.1084.520000	\$ 481.14	Paving Materials~	72467325	011.0013886			
	020.1084.520000	\$ 126.89	Paving Materials~	72467326	011.0013886			
						02/06/2020	9356	\$ 928.87

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005594 - US BANK CORPORATE	011.1033.520000	\$ 9.89	Supplies	122319				
	011.1070.550000	\$ 1,221.65	Community Outreach Event	122319(1)				
	011.1002.520000	\$ 458.42	Gym Equipment	122319(1)				
	011.1002.520000	\$ 45.43	Gym Supplies	122319(1)				
	056.5600.570000	\$ 989.77	Vehicle Expense	122319(10)				
	056.5600.570000	\$ 1,292.95	Vehicle Expense	122319(10)				
	011.5031.560000	\$ 56.55	Cable Subscription	122319(11)				
	011.1031.520000	\$ 220.93	Supplies	122319(11)				
	011.1002.550000	\$ 500.00	Annual Holiday Fundraiser	122319(12)				
	011.1070.550000	\$ 66.25	Community Outreach Event	122319(12)				
	011.1002.596500	\$ 725.00	Conference Registration / C. Fandino	122319(12)				
	011.1001.596500	\$ 1,353.50	Hotels / C. Menke	122319(12)				
	011.1023.596600	\$ 46.45	LA Times Subscription	122319(12)				
	055.9000.520000	\$ 225.00	Supplies	122319(13)				
	011.1043.520000	\$ 13.00	GVWR Truck Weighing	122319(14)				
	011.9019.520010	\$ 30.56	Community Outreach Event	122319(15)				
	011.9019.520010	\$ 120.00	Microsoft OneDrive	122319(15)				
	011.9019.520010	\$ 30.00	Microsoft SharePoint	122319(15)				
	011.9019.520010	\$ 14.22	Prime Membership Fee	122319(15)				
	011.9019.520010	\$ 0.99	VOIP App	122319(15)				
	011.9019.520010	\$ 184.95	Domain Name Renewal	122319(15)				
	011.9019.520010	\$ 780.40	G Suite Business	122319(15)				
	011.9019.520010	\$ 159.84	IT Supplies	122319(15)				

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	011.9019.520010	\$ 65.69	IT Supplies	122319(15)				
	011.9019.520010	\$ 163.10	IT Supplies	122319(15)				
	011.9019.520010	\$ 36.11	IT Supplies	122319(15)				
	011.9019.520010	\$ 218.74	IT Supplies	122319(15)				
	011.9019.520010	\$ 36.00	Meeting Software Subscription	122319(15)				
	011.1060.596700	\$ 40.00	Training	122319(16)				
	011.1024.520000	\$ 260.60	Books for Vernon Elementary School	122319(17)				
	011.1024.510000	\$ 55.90	Postage Fee	122319(17)				
	011.1046.520000	\$ 308.70	Car Stereo	122319(18)				
	011.1031.550000	\$ 335.39	Community Outreach Event	122319(19)				
	011.1031.596500	\$ 491.61	Hotels	122319(19)				
	011.1031.596500	\$ 1,849.79	Hotels / A. Miranda	122319(19)				
	011.1031.596500	\$ 396.00	Hotels / I. Estrada	122319(19)				
	011.1031.596500	\$ 396.00	Hotels / J. Chavez	122319(19)				
	011.1031.596500	\$ 1,745.22	Hotels / R. Sousa	122319(19)				
	011.1031.520000	\$ 43.07	Supplies	122319(19)				
	011.1031.596700	\$ 195.00	Training / G. Garcia	122319(19)				
	011.1031.540000	\$ 953.52	Uniforms	122319(19)				
	011.1026.596900	\$ 1,747.25	Employee Recognition Program	122319(2)				
	011.1048.520000	\$ -65.70	Refund	122319(20)				
	011.1049.520000	\$ 470.05	Supplies	122319(20)				
	011.1049.520000	\$ 2,669.61	Water Heater	122319(20)				
	020.1084.540000	\$ 24.55	Uniforms	122319(21)				

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005594 - US BANK CORPORATE	055.8100.540000	\$ 566.03	Uniforms	122319(21)				
	055.9000.540000	\$ 1,462.21	Uniforms	122319(21)				
	011.1026.596900	\$ 1,700.22	Employee Recognition Program	122319(22)				
	011.1026.596900	\$ 49.48	Halloween Prize / VPU	122319(22)				
	011.1033.596200	\$ 3,111.81	Haz Mat Identifier	122319(23)				
	011.1043.520000	\$ 1,387.75	Supplies	122319(24)				
	011.1049.520000	\$ 466.95	Supplies	122319(25)				
	011.1049.590000	\$ 54.81	Supplies	122319(26)				
	055.9000.596700	\$ 96.98	Bereavement Gift	122319(27)				
	055.8000.520000	\$ 48.22	Supplies	122319(27)				
	011.1024.596550	\$ 704.18	Membership Dues	122319(28)				
	011.1024.596200	\$ 203.39	Courier Services	122319(29)				
	055.9000.596600	\$ 2,028.00	Subscription	122319(3)				
	011.1003.520000	\$ 50.35	Supplies	122319(30)				
	011.1060.596700	\$ 141.96	Airline / L. Sanchez	122319(31)				
	011.1043.520000	\$ 210.24	Supplies	122319(32)				
	011.1049.520000	\$ 1,027.29	Supplies	122319(33)				
	011.1026.596900	\$ 500.00	Employee Recognition Program	122319(34)				
	011.230210	\$ 913.80	See's Candies Order	122319(34)				
	011.1026.520000	\$ 447.85	Supplies	122319(34)				
	011.1031.540000	\$ 467.00	Uniforms	122319(35)				
	011.1026.596700	\$ 250.00	Employee Recognition Program	122319(36)				
	011.1026.596900	\$ 7,418.06	Employee Recognition Program	122319(36)				

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005594 - US BANK CORPORATE	011.1026.596700	\$ 595.00	LCW Annual Conference	122319(36)				
	011.1033.570000	\$ 15.32	Vehicle Expense	122319(37)				
	020.1084.520000	\$ 221.53	Supplies	122319(38)				
	011.1033.520000	\$ 65.54	Supplies	122319(39)				
	055.9000.596550	\$ 149.32	Cable Subscription	122319(4)				
	011.1004.596550	\$ 50.00	Membership Dues	122319(40)				
	011.1004.596500	\$ 1,245.58	Parma Conference	122319(40)				
	011.1004.596550	\$ 670.00	Parma Conference	122319(40)				
	011.1004.596500	\$ 485.00	Conference Registration	122319(41)				
	011.1004.596500	\$ 110.00	Membership Dues	122319(41)				
	011.1031.596700	\$ 615.94	Training / J. Reyna	122319(5)				
	011.1031.540000	\$ 287.51	Uniforms	122319(6)				
	011.1033.596700	\$ 163.60	EMT Certification Fee / D. Kawasaki	122319(7)				
	011.1033.596700	\$ 163.60	EMT Certification Fee / A. Cass	122319(7)				
	011.1033.596700	\$ 163.60	EMT Certification Fee / J. Schauster	122319(7)				
	011.1033.596700	\$ 163.60	EMT Certification Fee / M. Vazquez	122319(7)				
	011.1033.596700	\$ 74.00	Fingerprinting / Live Scans	122319(7)				
	011.1002.596500	\$ 26.00	Travel Expense	122319(8)				
	011.1041.596550	\$ 336.00	Membership Dues	122319(9)				
	011.1041.596700	\$ 35.00	Training / J. Moore	122319(9)				
	011.1041.596700	\$ 35.00	Training / W. Cruz	122319(9)				

02/06/2020 9357 \$ 49,959.67

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002412 - CALIFORNIA ISO	055.9200.500150	\$ 20,434.45	Recalculation Charges 10/19	202001283144437 054				
	055.9200.500190	\$ 12,633.92	Recalculation Charges 10/19	202001283144437 054				
	055.9200.500151	\$ -1.41	Recalculation Charges 10/19	202001283144437 054				
	055.9200.500170	\$ -394.22	Recalculation Charges 10/19	202001283144437 054				
	055.9200.500180	\$ -3.32	Recalculation Charges 10/19	202001283144437 054				
	055.9200.500150	\$ 19,158.10	Recalculation Charges 01/20	202001283144437 054				
	055.9200.500151	\$ 2.12	Recalculation Charges 01/20	202001283144437 054				
	055.9200.500190	\$ 591.48	Recalculation Charges 01/20	202001283144437 054				
	055.9200.500210	\$ 386.76	Recalculation Charges 01/20	202001283144437 054				
	055.9200.500170	\$ -1,356.95	Recalculation Charges 01/20	202001283144437 054				
	055.9200.500150	\$ -9,356.19	Initial Charges 01/20	202001283144437 054				
	055.9200.500151	\$ -28,099.77	Initial Charges 01/20	202001283144437 054				
	055.9200.500170	\$ 13,608.91	Initial Charges 01/20	202001283144437 054				
	055.9200.500190	\$ 297,433.60	Initial Charges 01/20	202001283144437 054				

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						02/03/2020	9358	\$ 325,037.48

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002412 - CALIFORNIA ISO	055.9200.500150	\$ 17,077.69	Recalculation Charges 01/20	202002043144549 735				
	055.9200.500190	\$ 362.98	Recalculation Charges 01/20	202002043144549 735				
	055.9200.500210	\$ 301.13	Recalculation Charges 01/20	202002043144549 735				
	055.9200.500151	\$ -0.07	Recalculation Charges 01/20	202002043144549 735				
	055.9200.500170	\$ -325.32	Recalculation Charges 01/20	202002043144549 735				
	055.9200.500150	\$ 140,399.85	Initial Charges 01/20	202002043144549 735				
	055.9200.500170	\$ 1,132,655.46	Initial Charges 01/20	202002043144549 735				
	055.9200.500180	\$ 6,890.92	Initial Charges 01/20	202002043144549 735				
	055.9200.500210	\$ 11,567.09	Initial Charges 01/20	202002043144549 735				
	055.9200.500240	\$ 6,869.79	Initial Charges 01/20	202002043144549 735				
	055.9200.500151	\$ -0.56	Initial Charges 01/20	202002043144549 735				
	055.9200.500190	\$ -6,247.50	Initial Charges 01/20	202002043144549 735				
	055.9200.500150	\$ 18,078.43	Initial Charges 02/20	202002043144549 735				
	055.9200.500190	\$ 2,138.33	Initial Charges 02/20	202002043144549 735				

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002412 - CALIFORNIA ISO	055.9200.500210	\$ 3,458.51	Initial Charges 02/20	202002043144549735				
	055.9200.500151	\$ -0.36	Initial Charges 02/20	202002043144549735				
	055.9200.500170	\$ -1,644.44	Initial Charges 02/20	202002043144549735				
	055.9200.500190	\$ 118.77	Recalculation Charges 01/17	202002043144549735				
	055.9200.500150	\$ -2.93	Recalculation Charges 01/17	202002043144549735				
	055.9200.500150	\$ -571.85	Recalculation Charges 04/17	202002043144549735				
	055.9200.500190	\$ -980.00	Recalculation Charges 04/17	202002043144549735				
						02/10/2020	9359	\$ 1,330,145.92
005026 - CAPITAL ACCOUNTING PARTNERS, L	011.1004.595200	\$ 7,137.72	User Fee Update	81030				
						02/11/2020	9360	\$ 7,137.72
005506 - BEST BEST & KRIEGER, LLP	011.1024.593200	\$ 3,136.00	Re: Telecommunications	859263				
	011.1024.593200	\$ 384.50	Re: General Municipal Matters	867894				
	011.1024.593200	\$ 564.50	Re: Telecommunications	867895				
	011.1048.596200	\$ 5,343.05	Re: Vernon Housing Commission	867896				
						02/11/2020	9361	\$ 9,428.05
000267 - BROADBAND LLC	057.1057.500173	\$ 4,139.00	Internet Access Services	215202003744				
						02/11/2020	9362	\$ 4,139.00

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005108 - JEMMOTT ROLLINS GROUP, INC	011.1021.797000	\$ 13,750.00	Professional Services~	FEB20		02/11/2020	9363 \$	13,750.00
006198 - JRM	055.8100.596200	\$ 54,862.67	Security Services	3955		02/11/2020	9364 \$	54,862.67
000059 - SO CAL EDISON	055.9200.500170	\$ 53,460.00	Victorville Lugo Vernon	7501086321		02/11/2020	9365 \$	179,820.00
	055.9200.500170	\$ 126,360.00	Mead Laguna Bell 01/20	7501086322				
006721 - TULLETT PREBON AMERICAS CORP	055.9200.596200	\$ 30.00	Brokerage Fees	013120		02/11/2020	9366 \$	30.00
004442 - WIRELESS INNOVATION LIMITED	055.9000.900000	\$ 1,180.00	Iridium	55993		02/11/2020	9367 \$	1,180.00
000714 - CALPERS	011.1004.595200	\$ 2,250.00	GASB 68 Reporting Services Fee	100000015924433		01/14/2020	9368 \$	4,500.00
	011.1004.595200	\$ 2,250.00	GASB 68 Reporting Services Fee	100000015924437				
002190 - OFFICE DEPOT	011.1040.520000	\$ 40.19	Supplies	418813259001		02/06/2020	9369 \$	100.44
	011.1041.520000	\$ 46.03	Supplies	418813259001				
	011.1043.520000	\$ 14.22	Supplies	418813259001				

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001581 - THE GAS COMPANY	011.1049.560000	\$ 781.62	Period: 12/19	011320				
	011.1043.560000	\$ 390.81	Period: 12/19	011320				
	020.1084.560000	\$ 390.81	Period: 12/19	011320				
	011.1049.560000	\$ 1,206.51	Period: 12/19	011320(2)				
	011.1033.560000	\$ 149.69	Period: 12/19	011320(3)				
	056.5600.560000	\$ 53.16	Period: 12/19	011320(5)				
	011.1048.560000	\$ 32.56	Period: 12/19	011320(6)				
	011.1033.560000	\$ 18.14	Period: 12/19	011320(7)				
	011.1033.560000	\$ 55.40	Period: 12/19	111320(4)				
						02/04/2020	9370	\$ 3,078.70
004438 - FLEMING ENVIRONMENTAL, INC	011.1049.590000	\$ 650.00	Designated Operator 30 Day Inspections	15766				
	011.1049.590000	\$ 861.32	Service Call	15810				
						02/13/2020	9371	\$ 1,511.32
006289 - HARDY & HARPER, INC	011.1043.900000	\$ 3,563.50	Retention Payment	21600RET				
	011.1043.900000	\$ 8,134.62	Retention Payment	21600RET				
	011.1043.900000	\$ 666.00	Retention Payment	21600RET				
	011.1043.900000	\$ 133.00	Retention Payment	21600RET				
						02/13/2020	9372	\$ 12,497.12

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005614 - NORTHWEST ELECTRICAL SERVICES,	020.1084.900000	\$ 120.00	Technical Design Services	1763				
	020.1084.900000	\$ 43,032.00	Technical Design Services	1763				
	055.8200.596200	\$ 8,942.34	Technical Design Services	1763				
	020.1084.520000	\$ 2,685.00	Technical Design Services	1763				
	020.1084.900000	\$ 10,477.20	Technical Design Services	1763				
	055.9000.595200	\$ 445.50	Technical Design Services	1763				
						02/13/2020	9373	\$ 65,702.04
005182 - ANTHEM BLUE CROSS	011.1026.502031	\$ 15,979.06	Medicare Retirees	106548304				
						02/13/2020	9374	\$ 15,979.06
006741 - STELLA PASILLAS	011.200100	\$ 127.14	Refund ACH Pmt 2/3/20	Ref000222585				
						02/14/2020	9378	\$ 127.14
003049 - PETRELLI ELECTRIC, INC	055.200400	\$ 1,594,421.98	Electric Service Maintenance	200024				
						02/14/2020	9379	\$ 1,594,421.98
004075 - THE DEPARTMENT OF THE TREASURY	011.210210	\$ 4.35	Medicare Tax: 3rd Party Sick Pay	012320				
						02/11/2020	9380	\$ 4.35

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002190 - OFFICE DEPOT	011.1003.520000	\$ 11.13	Supplies	420999273001				
	011.1003.520000	\$ 1.06	Sales Tax 9.5%	420999273001				
	011.1024.520000	\$ 155.41	Supplies	429446940001				
	011.1024.520000	\$ 14.76	Sales Tax 9.5%	429446940001				
	020.1084.520000	\$ 36.72	Supplies	429871973001				
	056.5600.520000	\$ 35.81	Supplies	429871973001				
	055.7100.520000	\$ 187.21	Supplies	429871973001				
	055.8100.520000	\$ 41.76	Supplies	429871973001				
	055.8300.520000	\$ 18.76	Supplies	429871973001				
	055.9000.520000	\$ 246.27	Supplies	429871973001				
	055.9100.520000	\$ 34.10	Supplies	429871973001				
	055.9200.520000	\$ 40.32	Supplies	429871973001				
	055.8100.520000	\$ 21.59	Supplies	429884050001				
	055.8100.520000	\$ 2.05	Sales Tax 9.5%	429884050001				
	055.8000.520000	\$ 29.43	Supplies	429884051001				
	055.8000.520000	\$ 2.80	Sales Tax 9.5%	429884051001				
	011.1004.520000	\$ 121.27	Supplies	430097784001				
	011.1004.520000	\$ 11.52	Sales Tax 9.5%	430097784001				
	011.1004.520000	\$ 25.29	Supplies	430106078001				
	011.1004.520000	\$ 2.40	Sales Tax 9.5%	430106078001				
	011.1004.520000	\$ 4.82	Supplies	430106081001				
	011.1004.520000	\$ 0.46	Sales Tax 9.5%	430106081001				
						02/12/2020	9381	\$ 1,044.94

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000249 - FEDEX	055.9000.520000	\$ 86.35	Period: 01/20	690012224				
	011.1026.520000	\$ 134.48	Period: 01/20	690794826				
	011.1003.520000	\$ 128.95	Period: 01/20	691444995				
	011.1024.510000	\$ 78.69	Period: 01/20	691444995				
	011.1024.510000	\$ 177.27	Period: 02/20	692092861				
	055.9000.520000	\$ 242.61	Period: 02/20	692092861				
						02/13/2020	9382	\$ 848.35
001552 - HOME DEPOT CREDIT SERVICES	056.5600.520000	\$ 105.65	Building Supplies ~	012820_MULTIPLE	056.0000574			
	020.1084.520000	\$ 447.67	Building Materials & Hardware~	012920_MULTIPLE	011.0013881			
	055.8400.590000	\$ 1,483.50	Small Tools, Plumbing, and Hardware	013020_MULTIPLE	055.0002748			
						02/13/2020	9383	\$ 2,036.82
000059 - SO CAL EDISON	011.1043.560000	\$ 69.48	Period: 01/20	011620				
						02/14/2020	9384	\$ 69.48
001617 - UPS	011.1041.520000	\$ 63.73	Period: 01/20	933312030				
	011.1033.520000	\$ 30.56	Period: 01/20	933312030				
	011.1040.520000	\$ 30.59	Period: 01/20	933312040				
	011.1041.520000	\$ 73.32	Period: 01/20	933312040				
	011.1033.520000	\$ 14.32	Period: 01/20	933312040				
	055.8200.520000	\$ 37.59	Period: 01/20	933312050				
	011.1041.520000	\$ 39.83	Period: 01/20	933312050				
						02/14/2020	9385	\$ 289.94

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TOTAL ELECTRONIC								<u>\$ 4,028,259.82</u>

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000005 - A THRONE CO, INC	055.8100.596200	\$ 279.14	Portable Restrooms	615926				
	055.8100.596200	\$ 88.95	Portable Restrooms	615927				
	011.1033.596200	\$ 122.43	Portable Restrooms	615928				
	011.1043.520000	\$ 111.33	Portable Restrooms	620270				
	055.8100.596200	\$ 84.95	Portable Restrooms	620271				
	055.8100.596200	\$ 279.14	Portable Restrooms	620272				
	055.8100.596200	\$ 88.95	Portable Restrooms	620273				
	011.1033.596200	\$ 122.43	Portable Restrooms	620274				
						02/04/2020	604893	\$ 1,177.32
001723 - AFC HYDRAULIC SEALS & REPAIR	011.1046.520000	\$ 128.00	seal kit	29261	011.0014166			
	011.1046.590000	\$ 350.00	labor to install seals	29261	011.0014166			
	011.1046.590000	\$ 500.00	labor to remove and install boom	29261	011.0014166			
	011.1046.520000	\$ 12.16	Sales Tax 9.5%	29261				
	011.1046.520000	\$ 136.00	seal kit	29270	011.0014172			
	011.1046.590000	\$ 600.00	labor to remove and replace hydraulic	29270	011.0014172			
	011.1046.590000	\$ 600.00	labor to disassemble hone and reseal	29270	011.0014172			
	011.1046.520000	\$ 12.92	Sales Tax 9.5%	29270				
	011.1046.520000	\$ 67.00	aw 46 hydraulic oil	29271	011.0014171			
	011.1046.590000	\$ 1,200.00	labor to test hydraulic cylinders and	29271	011.0014171			
	011.1046.520000	\$ 6.37	Sales Tax 9.5%	29271				
						02/04/2020	604894	\$ 3,612.45

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000314 - ANGEL CITY DATA, INC	011.9019.590110	\$ 50.00	Fire Station Inspection Database System	17423		02/04/2020	604895	\$ 50.00
002889 - AT&T MOBILITY	011.9019.560010	\$ 46.23	Period: 12/09/19 - 01/08/2020	832176480X01162 020		02/04/2020	604896	\$ 46.23
006054 - BEARCOM	011.9019.520010	\$ 3,227.87	PW Parking Lot Side Door	4873105				
	011.1033.594000	\$ 1,581.66	SC Service Agreement	4955632				
	011.9019.520010	\$ 1,100.00	PART NUMBER: HU-1346LNSMN~	4960623	011.0014218			
	011.9019.520010	\$ 17.00	Freight	4960623	011.0014218			
	011.9019.520010	\$ 104.51	Sales Tax 9.5%	4960623				
	011.9019.520010	\$ 1.61	Sales Tax 9.5%	4960623		02/04/2020	604897	\$ 6,032.65
000068 - CAVENAUGH & ASSOCIATES	011.1031.596700	\$ 548.00	DUI Seminar / M. Fino	010920				
	011.1031.596700	\$ 548.00	DUI Seminar / B. Redona	010920(2)		02/04/2020	604898	\$ 1,096.00
000927 - PAUL CERDA JR	011.1031.596500	\$ 24.82	Driving / Force Option Simulator	123019		02/04/2020	604899	\$ 24.82
005113 - COLANTUONO, HIGHSMITH & WHATLE	011.1003.596300	\$ 202.00	Re: Election Advice	39904		02/04/2020	604900	\$ 202.00

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000331 - COMMERCIAL DOOR OF LOS ANGELES	011.1049.590000	\$ 4,998.00	Replace Overhead Door	18280		02/04/2020	604901	\$ 4,998.00
003405 - COMMUNICATIONS SUPPLY CORP	057.1057.520000	\$ 2,406.26	Communication Supplies~	877112	057.0000084	02/04/2020	604902	\$ 2,406.26
001936 - EMPIRE CLEANING SUPPLY	011.120010	\$ 1,027.20	(0552-670) Lotusoft White 2ply Toilet	1152912	011.0014220			
	011.120010	\$ 2,616.00	(0552-800) GP White Multifold Towel	1152912	011.0014220			
	011.120010	\$ 466.80	(0568-550) Hand Cleaner - 4L Duraview	1152912	011.0014220			
	011.120010	\$ 70.80	(0515-435) Disinfectant	1152912	011.0014220			
	011.120010	\$ 397.18	Sales Tax 9.5%	1152912		02/04/2020	604903	\$ 4,577.98
006698 - MARCUS FINO	011.1031.596500	\$ 215.04	Cavanaugh & Associates DUI Seminar	010920		02/04/2020	604904	\$ 215.04

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006660 - GRAFIX SYSTEMS	011.4031.850000	\$ 3,780.00	Computer Cut High Performance	27646	011.0014207			
	011.4031.850000	\$ 1,724.94	Digital Print on High Performance Print	27646	011.0014207			
	011.4031.850000	\$ 270.00	Computer Cut High Performance Vinyl -	27646	011.0014207			
	011.4031.850000	\$ 135.00	Computer Cut High Performance Vinyl -	27646	011.0014207			
	011.4031.850000	\$ 225.00	Digital Print on High Performance Print	27646	011.0014207			
	011.4031.850000	\$ 324.00	Computer Cut High Performance Vinyl -	27646	011.0014207			
	011.4031.850000	\$ 81.00	Computer Cut High Performance Vinyl -	27646	011.0014207			
	011.4031.850000	\$ 3,060.00	Labor to Remove Old Decals and Install	27646	011.0014207			
	011.4031.850000	\$ 621.29	Sales Tax 9.5%	27646				
						02/04/2020	604905	\$ 10,221.23
000584 - HOAG	011.1026.502031	\$ 44.61	Medical Services / B. Malkenhorst	110819				
						02/04/2020	604906	\$ 44.61
000584 - HOAG MEMORIAL HOSPITAL	011.1026.502031	\$ 13.01	Medical Services / B. Malkenhorst	121119				
						02/04/2020	604907	\$ 13.01
005531 - JOVENES, INC	011.1021.797000	\$ 25,000.00	CommUNITY Fund Grant	012120				
						02/04/2020	604908	\$ 25,000.00
003701 - RAFAEL LANDA	011.2031.596500	\$ 109.96	SFST Course	010920				
	011.1031.596500	\$ 24.82	Driving / Force Option Simulator	123019				
						02/04/2020	604909	\$ 134.78
005838 - ADRIAN LOYA	011.1026.596800	\$ 172.30	Tuition Reimbursement	011320				
						02/04/2020	604910	\$ 172.30

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005516 - MEMORIALCARE MEDICAL GROUP	011.1026.502031	\$ 554.85	Medical Services / B. Malkenhorst	112619		02/04/2020	604911	\$ 554.85
005516 - MEMORIALCARE MEDICAL GROUP	011.1026.502031	\$ 7.91	Medical Services / B. Malkenhorst	112419		02/04/2020	604912	\$ 7.91
006735 - OCM ANESTHESIA	011.1026.502031	\$ 22.14	Medical Services / B. Malkenhorst	011020		02/04/2020	604913	\$ 22.14
006734 - ORANGE COUNTY UROLOGY ASSOC	011.1026.502031	\$ 88.48	Medical Services / B. Malkenhorst	121819		02/04/2020	604914	\$ 88.48
004365 - PACIFICA ORTHOPEDICS	011.1026.502031	\$ 9.43	Medical Services / V. Malkenhorst	120519		02/04/2020	604915	\$ 9.43
004307 - PROVANTAGE, LLC	020.1084.900000	\$ 5,160.42	Code - SYNO0FH~	8495836	011.0014205	02/04/2020	604916	\$ 5,723.56
	020.1084.900000	\$ 72.90	Freight	8495836	011.0014205			
	020.1084.900000	\$ 490.24	Sales Tax 9.5%	8495836				
000958 - QUEST DIAGNOSTICS	011.1026.502031	\$ 2.76	Medical Services / B. Malkenhorst	7114224682		02/04/2020	604917	\$ 8.56
	011.1026.502031	\$ 2.76	Medical Services / B. Malkenhorst	7214042484				
	011.1026.502031	\$ 3.04	Medical Services / B. Malkenhorst	7272091073				

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006628 - BRYAN REDONA	011.1031.596500	\$ 215.04	Cavanaugh & Associates DUI Seminar	010920		02/04/2020	604918	\$ 215.04
001145 - JOSE REYNA	011.1031.596500	\$ 24.82	Driving / Force Option Simulator	123019		02/04/2020	604919	\$ 24.82
003775 - SILVA'S PRINTING NETWORK	055.9000.520000	\$ 89.00	Business Cards (VPU) ~	27081	055.0002771			
	055.9000.520000	\$ 8.46	Sales Tax 9.5%	27081		02/04/2020	604920	\$ 97.46
006731 - SOUTHEAST COMMUNITY FOUNDATION	011.1021.797000	\$ 25,000.00	CommUNITY Fund Grant	012220		02/04/2020	604921	\$ 25,000.00
006711 - SOUTHERN COMPUTER WAREHOUSE, I	020.1084.900000	\$ 32,310.52	Cisco Catalyst C9500-40X Layer 3 ~	IN000618074	011.0014202			
	020.1084.900000	\$ 3,069.50	Sales Tax 9.5%	IN000618074				
	020.1084.900000	\$ 2,859.00	Tdsourcing New Eol Sandi 1Tb X400 Sata	IN000619107	011.0014212			
	020.1084.900000	\$ 271.61	Sales Tax 9.5%	IN000619107		02/04/2020	604922	\$ 38,510.63
001616 - PHILLIP SWINFORD	011.2031.596500	\$ 109.96	SFST Course	010920		02/04/2020	604923	\$ 109.96
005808 - THE NEIGHBORHOOD MUSIC SCHOOL	011.1021.797000	\$ 25,000.00	CommUNITY Fund Grant	012120		02/04/2020	604924	\$ 25,000.00

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006712 - ULTIMATE RECYCLE, LLC	011.1043.520000	\$ 360.00	UR-1 ASPHALT COLD PATCH~	1121	011.0014209			
	011.1043.520000	\$ 34.20	Sales Tax 9.5%	1121		02/04/2020	604925	\$ 394.20
001417 - WESLEY M KOBAYASHI DPM, INC	011.1026.502031	\$ 9.80	Medical Services / V. Malkenhorst	112119		02/04/2020	604926	\$ 9.80
005508 - STEPHANIE ACEVES	011.1031.596500	\$ 86.40	Crisis Intervention Training for	012920		02/06/2020	604927	\$ 86.40
003668 - IVETTE ALFARO	011.1031.596500	\$ 86.40	Crisis Intervention Training for	012920		02/06/2020	604928	\$ 86.40
006309 - ATLAS SAFETY SOLUTIONS	011.1043.520000	\$ 150.00	Gas Detector Calibration Service ~	INVVOL0002945	011.0014135	02/06/2020	604929	\$ 150.00
006646 - BAJA ROOFING & COATINGS, INC	011.1049.900000	\$ 3,730.00	Retention Payment	013020		02/06/2020	604930	\$ 3,730.00

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005490 - CINTAS CORPORATION	020.1084.540000	\$ 137.49	Uniforms	4040057189				
	055.8000.540000	\$ 38.56	Uniforms	4040057189				
	055.8100.540000	\$ 151.59	Uniforms	4040057189				
	056.5600.540000	\$ 52.02	Uniforms	4040057189				
	055.8000.540000	\$ 38.56	Uniforms	4040670345				
	055.8100.540000	\$ 151.59	Uniforms	4040670345				
	056.5600.540000	\$ 52.02	Uniforms	4040670345				
	020.1084.540000	\$ 138.49	Uniforms	4040670345				
	020.1084.540000	\$ 137.49	Uniforms	4041253083				
	055.8000.540000	\$ 38.56	Uniforms	4041253083				
	055.8100.540000	\$ 151.59	Uniforms	4041253083				
	056.5600.540000	\$ 52.02	Uniforms	4041253083				
						02/06/2020	604931	\$ 1,139.98
000310 - CRAIG WELDING SUPPLY, CO	011.1047.520000	\$ 151.12	Oxygen, Acetylene, Propane and Welding	633760	011.0013888	02/06/2020	604932	\$ 151.12
001336 - CURRENT WHOLESALE ELECTRIC SUP	020.1084.590000	\$ 478.95	Electrical Supplies~	260928	011.0013878	02/06/2020	604933	\$ 478.95
000947 - DAILY JOURNAL CORPORATION	011.1003.550000	\$ 300.00	Publication Services	B3330020		02/06/2020	604934	\$ 300.00

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000970 - DANGELO CO	011.120010	\$ 4,577.57	PIPE 10" CL53 DI M.J.	S1384575001	011.0014117			
	011.120010	\$ 434.87	Sales Tax 9.5%	S1384575001				
	011.120010	\$ -5,012.44	PIPE 10" CL53 DI M.J.	S1384575002	011.0014117			
	011.120010	\$ 4,422.24	PIPE 10" CL53 DI M.J.	S1384575003	011.0014117			
	011.120010	\$ 420.11	Sales Tax 9.5%	S1384575003				
	011.120010	\$ 3,985.20	Copper Type "K" Soft 2" x 20' ~	S1389297001	011.0014180			
	011.120010	\$ 378.59	Sales Tax 9.5%	S1389297001				
						02/06/2020	604935	\$ 9,206.14
002566 - DEWEY PEST CONTROL	011.1033.590000	\$ 27.00	Pest Control Services	13189458				
	011.1033.590000	\$ 25.00	Pest Control Services	13189459				
	011.1033.590000	\$ 25.00	Pest Control Services	13189460				
	055.8400.590000	\$ 122.00	Pest Control Services	13189815				
	011.1033.590000	\$ 25.00	Pest Control Services	13191500				
	056.5600.590000	\$ 65.00	Pest Control Services	13202765				
						02/06/2020	604936	\$ 289.00
006737 - EMPERIA INC.	011.199999	\$ 7,849.72	GBL Refund Overpmt Cust #022533	Ref000222309		02/06/2020	604937	\$ 7,849.72
003796 - FIRE APPARATUS SOLUTIONS	011.1033.570000	\$ 1,067.49	Vehicle Maintenance & Repairs	16115		02/06/2020	604938	\$ 1,067.49
001668 - LORENZO GAYTAN	011.1031.596500	\$ 54.58	Electronic Surveillance State	020320		02/06/2020	604939	\$ 54.58

**CITY OF VERNON
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EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
006358 - INDUSTRIAL ENVIRONMENTAL ASSOC	011.1060.595200	\$ 1,587.88	Compliance Outreach Training &	1				
	011.1060.595200	\$ 2,493.00	Compliance Outreach & Educational	1814				
	011.1060.595200	\$ 2,489.72	Compliance Outreach & Educational	1902				
						02/06/2020	604940	\$ 6,570.60
000897 - LEAGUE OF CALIFORNIA CITIES	011.1002.596550	\$ 81.00	Membership Dues	628487				
						02/06/2020	604941	\$ 81.00
005863 - LETICIA LOPEZ	057.1057.550000	\$ 121.95	Reimb. Internet Charges 10/19-12/19	020520		02/06/2020	604942	\$ 121.95
006592 - CAROL MENKE	057.1057.550000	\$ 121.95	Reimb. Internet Charges 10/19-12/19	020520		02/06/2020	604943	\$ 121.95
001577 - MERIDIAN MEDICAL TECHNOLOGIES	011.1033.520000	\$ 1,667.70	DuoDote Auto-Injector (30 ea./interior	27752	011.0014112			
						02/06/2020	604944	\$ 1,667.70
005504 - NTS MIKEDON, LLC	011.120010	\$ 3,250.00	(0730-200) Perma Patch 60lbs. Bags	874578	011.0014147			
	011.120010	\$ 100.00	Freight	874578	011.0014147			
	011.120010	\$ 318.26	Sales Tax 9.5%	874578				
						02/06/2020	604945	\$ 3,668.26

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
006586 - OCCUPATIONAL HEALTH CENTERS OF	011.1026.597000	\$ 1,129.00	Medical Services	66556831				
	011.1026.597000	\$ 701.50	Medical Services	66611964				
	011.1026.597000	\$ 138.00	Medical Services	66824839		02/06/2020	604946	\$ 1,968.50
001943 - PLUMBING & INDUSTRIAL SUPPLY	011.1049.520000	\$ 369.56	Plumbing Hardware & Supplies~	S1227683001	011.0013884			
	011.1049.520000	\$ 112.39	Plumbing Hardware & Supplies~	S1228214001	011.0013884			
	011.1049.520000	\$ 10.12	Plumbing Hardware & Supplies~	S1228255001	011.0013884	02/06/2020	604947	\$ 492.07
006416 - PRIORITY BUILDING SERVICES, LL	011.1049.590000	\$ 9,005.38	Janitorial Services 01/20	67254		02/06/2020	604948	\$ 9,005.38
003869 - RICHARD P GUESS MD, INC	011.1033.596200	\$ 750.00	Medical Director Fees	113019				
	011.1033.596200	\$ 750.00	Medical Director Fees	122319		02/06/2020	604949	\$ 1,500.00

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EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
003775 - SILVA'S PRINTING NETWORK	011.1048.520000	\$ 423.36	Parking Permits - 2020; Two Versions	27078	011.0014214			
	011.1048.520000	\$ 21.00	Freight	27078	011.0014214			
	011.1048.520000	\$ 40.22	Sales Tax 9.5%	27078				
	011.1048.520000	\$ 386.32	Parking Stickers - 2020, Two Versions~	27084	011.0014215			
	011.1048.520000	\$ 14.00	Freight	27084	011.0014215			
	011.1048.520000	\$ 36.70	Sales Tax 9.5%	27084				
						02/06/2020	604950	\$ 921.60
001222 - ANA SWINFORD	011.1031.596500	\$ 86.40	Crisis Intervention Training for	012920				
						02/06/2020	604951	\$ 86.40
000282 - TRI-CITY MUTUAL WATER COMPANY	011.1033.560000	\$ 225.00	Hydrant	010220				
						02/06/2020	604952	\$ 225.00
006739 - TYLER BUSINESS FORMS	011.1026.520000	\$ 260.78	1095 Forms and Envelopes	40805				
						02/06/2020	604953	\$ 260.78
001481 - VERIZON WIRELESS	011.9019.560010	\$ 822.56	Period: 12/19	9845993800				
						02/06/2020	604954	\$ 822.56
000743 - XEROX FINANCIAL SERVICES, LLC	011.9019.590110	\$ 3,219.30	Lease Payment	1940444				
						02/06/2020	604955	\$ 3,219.30
001153 - ZUMAR INDUSTRIES, INC	011.1043.520000	\$ 1,376.86	Regulatory Signs & Mounting Hardware~	86620	011.0013896			
						02/06/2020	604956	\$ 1,376.86

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001970 - AQUA-METRIC SALES COMPANY	011.120010	\$ 4,436.76	(2150-140) SENSUS Water Meter ~	INV0075962	011.0014123			
	011.120010	\$ 96.30	Freight	INV0075962	011.0014123			
	011.120010	\$ 421.50	Sales Tax 9.5%	INV0075962				
						02/11/2020	604957	\$ 4,954.56
000778 - CALIFORNIA WATER SERVICE CO	011.1043.560000	\$ 42.47	Period: 01/20	012320		02/11/2020	604958	\$ 42.47
006004 - PATRICK CAM	011.1031.596500	\$ 327.50	Firearms Instructor Course	012920		02/11/2020	604959	\$ 327.50
000256 - CALPORTLAND COMPANY	020.1084.520000	\$ 895.16	Concrete	94460946		02/11/2020	604960	\$ 895.16
001645 - EUGENIO CERDA	011.1031.596500	\$ 24.82	Driving / Force Option Simulator	123019		02/11/2020	604961	\$ 24.82
001095 - CHEM PRO LAB, INC	011.1049.590000	\$ 314.00	Water Treatment Service	658419		02/11/2020	604962	\$ 314.00
006191 - DATA TICKET, INC	011.1031.594200	\$ 513.69	Parking Citations Processing Service	108500		02/11/2020	604963	\$ 513.69

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001192 - EMPIRE WEST CORPORATION	011.1046.520000	\$ 97.50	103625 filter	48747	011.0014174			
	011.1046.590000	\$ 15.00	Freight	48747	011.0014174			
	011.1046.520000	\$ 9.26	Sales Tax 9.5%	48747				
						02/11/2020	604964	\$ 121.76
004762 - ENERGY WORLDNET, INC	056.5600.596700	\$ 2,457.00	QQ Subscription Renewal	756920				
						02/11/2020	604965	\$ 2,457.00
006696 - FACTORY MOTOR PARTS	011.1046.520000	\$ 111.34	brf 1383 brake pads	123364661	011.0014175			
	011.1046.520000	\$ 135.81	brf 1475 brake pads	123364661	011.0014175			
	011.1046.520000	\$ 265.92	5w30 oil	123364661	011.0014175			
	011.1046.520000	\$ 48.74	Sales Tax 9.5%	123364661				
						02/11/2020	604966	\$ 561.81
005421 - GATEWAY WATER MGMT AUTHORITY	011.1043.595200	\$ 11,375.06	MS4 Support / Grant Application	LARUR2201907				
						02/11/2020	604967	\$ 11,375.06
000075 - IACP	011.1031.596550	\$ 190.00	Membership Dues	95049				
						02/11/2020	604968	\$ 190.00
004143 - INTERWEST CONSULTING GROUP, IN	011.1041.595200	\$ 9,398.44	Building & Safety Plan Review	56169				
						02/11/2020	604969	\$ 9,398.44

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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	\$ 24.05	Small Tools, Plumbing & Building	105754	055.0002742			
	055.8400.590000	\$ 142.34	Small Tools, Plumbing & Building	105886	055.0002742			
	055.8400.590000	\$ 15.32	Small Tools, Plumbing & Building	105889	055.0002742			
	055.8400.590000	\$ -142.34	Small Tools, Plumbing & Building	105890	055.0002742			
	055.8400.590000	\$ 21.86	Small Tools, Plumbing & Building	105955	055.0002742			
	055.8400.590000	\$ 45.99	Small Tools, Plumbing & Building	106065	055.0002742			
	055.8400.590000	\$ 7.01	Small Tools, Plumbing & Building	106078	055.0002742			
						02/11/2020	604970	\$ 114.23
003342 - LIBERTY MANUFACTURING, INC	011.1031.590000	\$ 387.00	Range Maintenance	1806				
						02/11/2020	604971	\$ 387.00
000996 - GABRIEL MARTINEZ	011.1031.596500	\$ 24.82	Driving / Force Option Simulator	123019				
						02/11/2020	604972	\$ 24.82
000841 - NATIONAL LEAGUE OF CITIES	011.1002.596550	\$ 276.00	Membership Dues	158083				
						02/11/2020	604973	\$ 276.00
001957 - TODD NEWTON	011.1031.596500	\$ 130.18	Use of Force & De-Escalation	020420				
						02/11/2020	604974	\$ 130.18

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
004831 - PACIFIC AUTO REPAIR	011.1046.520000	\$ 166.00	oxygen sensor	3122	011.0014176			
	011.1046.520000	\$ 132.00	oxygen sensor	3122	011.0014176			
	011.1046.520000	\$ 96.00	water pump	3122	011.0014176			
	011.1046.520000	\$ 18.00	anti freeze	3122	011.0014176			
	011.1046.520000	\$ 350.00	fuel pump	3122	011.0014176			
	011.1046.520000	\$ 28.00	fuel filter	3122	011.0014176			
	011.1046.590000	\$ 85.00	labor diagnostics	3122	011.0014176			
	011.1046.590000	\$ 310.00	labor water pump and oxygen sensors	3122	011.0014176			
	011.1046.590000	\$ 170.00	labor fuel pump	3122	011.0014176			
	011.1046.520000	\$ 80.98	Sales Tax 10.25	3122				
						02/11/2020	604975	\$ 1,435.98
004111 - PACIFIC COMMERCIAL TRUCK BODY,	011.1046.590000	\$ 80.00	Labor to repair step	25687	011.0014170			
						02/11/2020	604976	\$ 80.00
000805 - RIO HONDO COLLEGE	011.1031.596700	\$ 81.72	Enrollment Fee	F19212ZVRN				
						02/11/2020	604977	\$ 81.72
000380 - STACY MEDICAL CENTER	011.1031.596200	\$ 510.00	Medical Services	521136781				
						02/11/2020	604978	\$ 510.00
000191 - STATE STREET LAUNDRY	011.1031.520000	\$ 10.80	Laundry Services~	11921	011.0013958			
	011.1031.520000	\$ 15.30	Laundry Services~	11922	011.0013958			
	011.1031.520000	\$ 9.90	Laundry Services~	11923	011.0013958			
						02/11/2020	604979	\$ 36.00

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
005152 - VASQUEZ & COMPANY, LLP	011.1004.595200	\$ 15,000.00	Professional Services	2200014IN		02/11/2020	604980	\$ 15,000.00
000868 - RICHARD VILLEGAS	011.1031.596500	\$ 130.18	Use of Force & De-Escalation	020420		02/11/2020	604981	\$ 130.18
000404 - W.I.S.E., INC	011.1046.520000	\$ 76.00	sty shd936	117487101	011.0014173	02/11/2020	604982	\$ 83.22
	011.1046.520000	\$ 7.22	Sales Tax 9.5%	117487101				
005699 - WEBCO LB, LLC	011.1043.590000	\$ 8,950.00	Street Sweeping Services 12/19	LB5079		02/11/2020	604983	\$ 8,950.00
004514 - WESTERN TRUCK EXCHANGE	011.1046.520000	\$ 334.80	152537-ss latch	641245	011.0014161	02/11/2020	604984	\$ 780.34
	011.1046.520000	\$ 166.05	186597 rcvr kit	641245	011.0014161			
	011.1046.520000	\$ 191.70	186596 fob	641245	011.0014161			
	011.1046.590000	\$ 22.00	Freight	641245	011.0014161			
	011.1046.520000	\$ 65.79	Sales Tax 9.5%	641245				
001948 - AT&T	011.9019.590110	\$ 1,979.40	Period: 12/19/19 - 01/18/20	011920		02/13/2020	604985	\$ 1,979.40
001948 - AT&T	011.9019.560010	\$ 842.44	Period: 12/20/19 - 01/19/20	012020		02/13/2020	604986	\$ 1,057.85
	011.9019.560010	\$ 215.41	Period: 12/20/19 - 01/19/20	012020(2)				

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
004448 - BATTERY SYSTEMS, INC	011.1046.520000	\$ -95.18	Vehicle Batteries, Alternators &	5269207	011.0013870			
	011.1046.520000	\$ 382.62	Vehicle Batteries, Alternators &	5270804	011.0013870			
	011.1046.520000	\$ 273.76	Vehicle Batteries, Alternators &	5279874	011.0013870			
	011.1046.520000	\$ 424.48	Vehicle Batteries, Alternators &	5294169	011.0013870			
						02/13/2020	604987	\$ 985.68
001973 - CALIFORNIA FRAME & AXLE	011.1046.520000	\$ 245.00	Front End Repairs~	57530	011.0013871			
	011.1046.520000	\$ 55.00	Front End Repairs~	57561	011.0013871			
	011.1046.520000	\$ 718.69	Front End Repairs~	57830	011.0013871			
						02/13/2020	604988	\$ 1,018.69
000256 - CALPORTLAND COMPANY	020.1084.520000	\$ 957.02	Concrete	94475749				
						02/13/2020	604989	\$ 957.02
004163 - CENTRAL FORD	011.1046.520000	\$ 391.73	Auto Parts~	348575	011.0013873			
	011.1046.520000	\$ 141.88	Auto Parts~	348591	011.0013873			
	011.1046.520000	\$ 243.39	Auto Parts~	349055	011.0013873			
	011.1046.520000	\$ 129.50	Auto Parts~	349577	011.0013873			
						02/13/2020	604990	\$ 906.50
005229 - EHS INTERNATIONAL, INC	055.8100.596700	\$ 1,080.00	Traffic Control / Flagger Safety Courses	318251				
	020.1084.596700	\$ 694.28	Traffic Control / Flagger Safety Courses	318252				
	055.8100.596700	\$ 308.57	Traffic Control / Flagger Safety Courses	318252				
	056.5600.596700	\$ 77.15	Traffic Control / Flagger Safety Courses	318252				
						02/13/2020	604991	\$ 2,160.00

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005825 - FRONTIER	011.9019.560010	\$ 55.01	Period: 01/16/20 - 02/15/20	011620		02/13/2020	604993	\$ 55.01
004239 - HSA BANK	011.1002.502030	\$ 500.00	Employer Contribution 03/01/20	021120				
	011.1003.502030	\$ 500.00	Employer Contribution 03/01/20	021120				
	011.1004.502030	\$ 2,500.00	Employer Contribution 03/01/20	021120				
	011.1024.502030	\$ 1,500.00	Employer Contribution 03/01/20	021120				
	011.1026.502020	\$ 1,500.00	Employer Contribution 03/01/20	021120				
	011.1031.502030	\$ 8,750.00	Employer Contribution 03/01/20	021120				
	011.1033.502030	\$ 8,500.00	Employer Contribution 03/01/20	021120				
	011.1040.502030	\$ 1,000.00	Employer Contribution 03/01/20	021120				
	011.1041.502030	\$ 1,000.00	Employer Contribution 03/01/20	021120				
	011.1043.502030	\$ 2,000.00	Employer Contribution 03/01/20	021120				
	011.1046.502030	\$ 500.00	Employer Contribution 03/01/20	021120				
	011.1049.502030	\$ 500.00	Employer Contribution 03/01/20	021120				
	011.1060.502030	\$ 1,500.00	Employer Contribution 03/01/20	021120				
	011.9019.502030	\$ 500.00	Employer Contribution 03/01/20	021120				
	020.1084.502030	\$ 3,500.00	Employer Contribution 03/01/20	021120				
	056.5600.502030	\$ 500.00	Employer Contribution 03/01/20	021120				
	055.9000.502030	\$ 1,500.00	Employer Contribution 03/01/20	021120				
	055.9100.502030	\$ 500.00	Employer Contribution 03/01/20	021120				
						02/13/2020	604994	\$ 36,750.00

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000686 - IGOE & COMPANY, INC	011.1026.594200	\$ 143.00	Participation Fee	207888		02/13/2020	604995	\$ 143.00
003908 - LOPEZ & LOPEZ TIRE SERVICE	011.1046.520000	\$ 227.42	Tires, Accessories & Repairs~	22938	011.0013875			
	011.1046.520000	\$ 1,018.78	Tires, Accessories & Repairs~	23048	011.0013875	02/13/2020	604996	\$ 1,246.20
000121 - LU'S LIGHTHOUSE, INC	011.1046.520000	\$ 35.75	Supplies~	1159751	011.0013909			
	011.1046.520000	\$ 330.21	Supplies~	1160455	011.0013909			
	011.1046.520000	\$ 118.88	Supplies~	1160684	011.0013909	02/13/2020	604997	\$ 484.84
006203 - MRC SMART TECHNOLOGY SOLUTIONS	011.9019.590110	\$ 2,742.91	Managed Print Services	IN1346593		02/13/2020	604998	\$ 2,742.91
006612 - QUALIFIED MOBILE, INC	011.1046.590000	\$ 255.00	Car Wash Services	266365				
	011.1046.590000	\$ 408.00	Car Wash Services	266653		02/13/2020	604999	\$ 663.00
003149 - RICHARD C. SLADE & ASSOCIATES	020.1084.900000	\$ 4,872.65	Groundwater Services	5364				
	020.1084.900000	\$ 1,476.00	Groundwater Services	5365		02/13/2020	605000	\$ 6,348.65
001345 - TIME CLOCK SALES & SERVICE	055.8200.596200	\$ 138.00	Time Clock Maintenance	LM829351		02/13/2020	605001	\$ 138.00

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EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
006415 - UNION PACIFIC RAILROAD COMPANY	011.1043.590000	\$ 9,505.00	Grade Crossing Modifications	303962487		02/13/2020	605003	\$ 9,505.00
001481 - VERIZON BUSINESS SERVICES	011.9019.560010	\$ 618.79	Period: 12/19	71346938		02/13/2020	605004	\$ 618.79
TOTAL EARLY CHECKS								<u>\$ 339,457.69</u>

CITY OF VERNON
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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	\$ 169,807.53	\$ 270,778.76	\$ 0.00	\$ 440,586.29
020 - WATER	337,192.54	57,521.72	0.00	394,714.26
055 - LIGHT & POWER	3,514,039.70	5,251.84	0.00	3,519,291.54
056 - NATURAL GAS	2,837.15	3,255.21	0.00	6,092.36
057 - FIBER OPTIC	4,382.90	2,650.16	0.00	7,033.06
GRAND TOTAL	\$ 4,028,259.82	\$ 339,457.69	\$ 0.00	\$ 4,367,717.51

TOTAL CHECKS TO BE PRINTED 0

City Council Agenda Item Report

Agenda Item No. COV-84-2020

Submitted by: John Lau

Submitting Department: Finance/ Treasury

Meeting Date: March 3, 2020

SUBJECT

RDA Obligation Retirement Account Warrant Register

Recommendation:

Approve RDA Obligation Retirement Account Warrant Register No. 57, for the period of January 19 through February 15, 2020, consisting of ratification of electronic payments totaling \$7,000.

Background:

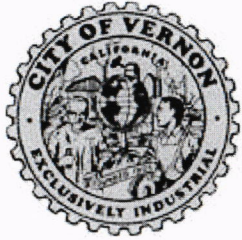
Section 2.13 of the Vernon Municipal Code indicates the City Treasurer, or an authorized designee, shall prepare warrants covering claims or demands against the City which are to be presented to City Council for its audit and approval. Pursuant to the aforementioned code section, the City Treasurer has prepared RDA Obligation Retirement Account Warrant Register No. 57 covering claims and demands presented during the period of January 19 through February 15, 2020, drawn, or to be drawn, from East West Bank for City Council approval.

Fiscal Impact:

The fiscal impact of approving RDA Obligation Retirement Account Warrant Register No. 57, totals \$7,000.00. The Finance Department has determined that sufficient funds to pay such claims/demands, are available in the respective accounts referenced on RDA Obligation Retirement Account Warrant Register No. 57.

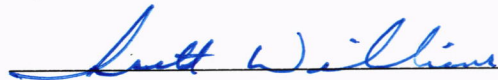
Attachments:

1. [RDA Obligation Retirement Account Warrant Register No. 57](#)



**CITY OF VERNON
RDA OBLIGATION RETIREMENT ACCOUNT
WARRANT REGISTER NO. 57
MARCH 3, 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

Director of Finance / City Treasurer

Date: 2/20/2020

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
RDA OBLIGATION RETIREMENT ACCOUNT
WARRANT REGISTER NO. 57
MARCH 3, 2020

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
001413 - BLX GROUP, LLC	022.1022.594200	\$ 7,000.00	Financial Advisory Services~	41994101010220		01/28/2020	38	\$ 7,000.00
TOTAL ELECTRONIC								<u>\$ 7,000.00</u>

CITY OF VERNON
RDA OBLIGATION RETIREMENT ACCOUNT
WARRANT REGISTER NO. 57
MARCH 3, 2020

RECAP BY FUND

<u>FUND</u>	<u>ELECTRONIC TOTAL</u>	<u>EARLY CHECK TOTAL</u>	<u>WARRANT TOTAL</u>	<u>GRAND TOTALS</u>
022 - VERNON REDEVELOPMENT AGENCY	\$ 7,000.00	\$ 0.00	\$ 0.00	\$ 7,000.00
GRAND TOTAL	<u>\$ 7,000.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 7,000.00</u>

TOTAL CHECKS TO BE PRINTED 0

City Council Agenda Item Report

Agenda Item No. COV-73-2020
Submitted by: Cynthia Cano
Submitting Department: Public Works
Meeting Date: March 3, 2020

SUBJECT

Public Works Monthly Building Report

Recommendation:

Receive and file the January 2020 Building Report.

Background:

The attached building report consists of total issued permits, major projects, demolition permits, new building permits and certificate of occupancy status reports for the month of January 2020.

Fiscal Impact:

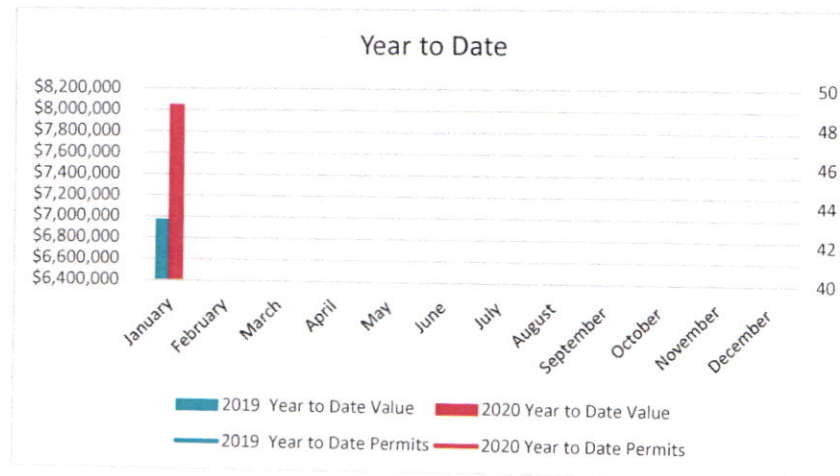
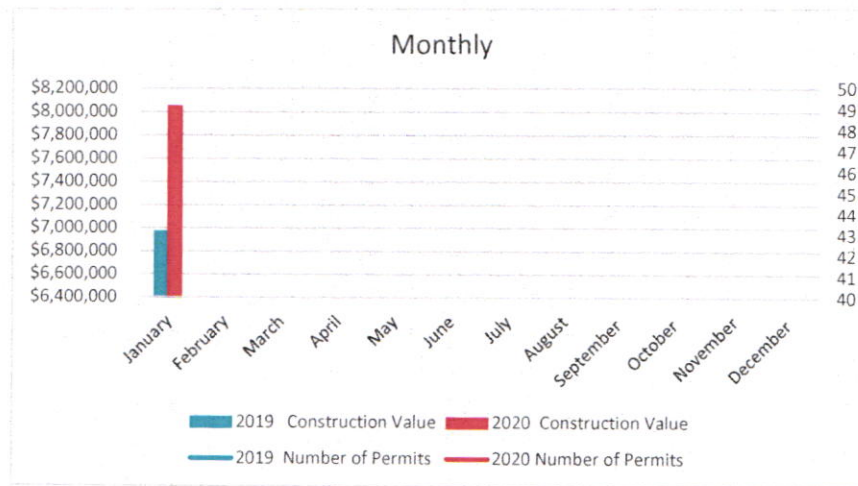
There is no fiscal impact associated with this report.

Attachments:

1. [Public Works Department January 2020 Building Report](#)

**City of Vernon
Building Division
Monthly Report Summary**

	2019				2020				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	\$ 6,968,160	49	\$ 6,968,160	49	\$ 8,046,145	43	\$ 8,046,145	43	-12%	15%
February										
March										
April										
May										
June										
July										
August										
September										
October										
November										
December										





City of Vernon
Building Department
Monthly Report from 1/1/2020 to 1/31/2020

Type	Value	# of Permits
Electrical	\$104,881.00	13
Industrial - Addition	\$611,414.00	2
Industrial - Remodel	\$236,000.00	4
Mechanical	\$2,794,850.00	6
Miscellaneous	\$3,991,600.00	10
Plumbing	\$13,800.00	4
Roof	\$293,600.00	4
January 2020 TOTALS PERMITS:	\$8,046,145.00	43
PREVIOUS MONTHS TOTAL	\$0.00	0
YEAR TO DATE TOTAL	\$8,046,145.00	43
January 2019 TOTALS PERMITS:	\$6,968,160.00	49
PREVIOUS MONTHS TOTAL	\$0.00	0
PRIOR YEAR TO DATE TOTAL	\$6,968,160.00	49

A handwritten signature in blue ink that reads "Daniel Wall".

Daniel Wall
Director of Public Works



City of Vernon
Building Department
New Buildings Report - January 2020

None

A handwritten signature in blue ink, appearing to read "D. Wall", written over a horizontal line.

Daniel Wall
Director Public Works



City of Vernon
Building Department
Demolition Report - January 2020

None

A handwritten signature in blue ink, appearing to read "D. Wall", written over a horizontal line.


Daniel Wall
Director of Public Works



City of Vernon
Building Department
Major Projects from 1/1/2020 to 1/31/2020
Valuations > 20,000

Permit No.	Project Address	Tenant	Description	Job Value
Electrical				
B-2019-3631	4415 PACIFIC BLVD APN 6308006014		Installation of 30kw diesel generator on a 4'x10' concrete pad, within existing fenced telecom facility. No tower work; no visual impact.	23000
1	Record(s)			\$23,000.00
Industrial - Addition				
B-2019-3797	3015 LEONIS BLVD APN 6303021007		Two story office building. 4200 s.f.	561414
B-2019-3893	5300 BOYLE AVE APN 6310008020		New Pre-Engineered metal building for grinder room, superstructure. 1053 sq.ft.	50000
2	Record(s)			\$611,414.00
Industrial - Remodel				
B-2019-3835	3855 SOTO ST APN 6302020059		New bacon slicing, add ceiling and remodel lunch room locker room and restroom.	120000
B-2020-3948	5688 BOYLE AVE APN 6310008011	Promate	all building corrections for Promate Produce	85000
B-2020-3905	5353 DOWNEY RD APN 6310002029		Construct temporary wall	26000
3	Record(s)			\$231,000.00
Mechanical				
B-2019-3846	5300 BOYLE AVE APN 6310008020		Equipment permit for boiler. 3rd boiler. F/W B-2016-1650	175000
B-2019-3888	3201 BANDINI BLVD APN 6303001008		provide & install 2 existing A/L duct wirjm orivude & install lec.5 ton A/C unit & duct work, 1 mini-split for server room	35000
B-2020-3917	5300 BOYLE AVE APN 6310008020	rPlanet Eart of LA	Mechanical piping and distribution to new plant retrofit	2250000
B-2020-3946	5688 BOYLE AVE APN 6310008011	Promate Produce	Mechanical - HVAC Completion of all corrections for Promate	34500
B-2020-3949	3055 44TH ST APN 6303012041	Overhill Farms	Replace spiral #3 evaporator	300000
5	Record(s)			\$2,794,500.00
Miscellaneous				
B-2019-3903	5563 ALCOA AVE APN 6310008008		Anchorage of a new vaporizer to an existing pad.	25000
B-2019-3894	5300 BOYLE AVE APN 6310008020		Krones new wet grinding convesion installation, superstructure.	2000000

B-2019-3895	5300 BOYLE AVE APN 6310008020		Enclose walls of bale storage canopy	150000
B-2019-3896	5300 BOYLE AVE APN 6310008020		AMUT new dry and wet de-labeling installation superstructure.	1600000
B-2019-3887	2422 28TH ST APN 6302005007		Storage Racks	50000
B-2020-3918	5300 BOYLE AVE APN 6310008020	rPlanet Earth	Structural braces and tizapezes FW #B-2020-3917	25000
B-2019-3856	5999 MALBURG WAY APN 6310027046		Storage racks	95000
B-2019-3693	1890 25TH ST APN		Install high pile storage racks in warehouse.	40000
8	Record(s)			\$3,985,000.00
Roof				
B-2020-3913	3301 LEONIS BLVD APN 6303019012		Roofing - approx 46,000 sf of existing reof with a 4-ply buildt up	97500
B-2020-3940	4199 BANDINI BLVD APN 5243020018		Install tropical 911 title 24 compliant roof coating over bur 727 squares. Replacing 24 skylights.	144000
B-2020-3944	2940 LEONIS BLVD APN 6303024015		T/o Roof, iinstall 4 p/4 bur Title 24 Compliant 9000 s.f.	33600
3	Record(s)			\$275,100.00
22	Permit(s)		Total	\$7,920,014.00



Daniel Wall
Director of Public Works



City of Vernon
Building Department
Status of Certificates of Occupancy Requests
Month of January 2020

Request for Inspection	27
Approved	6
Pending	362
Temporary Occupancies	12

A handwritten signature in blue ink that reads "D. Wall".

Daniel Wall
Director of Public Works

City of Vernon
Certificate of Occupancy
Applications Date From 1/1/2020 to 1/31/2020

Issued	Permit No.	Project Address	Tenant	Description	Fees Paid	Square Feet
	C-2020-1416	2450 VERNON AVE APN 6308006019	Deluxity Inc.	Wholesale handbags	1,046.00	3111
	C-2020-1417	4720 DISTRICT BLVD APN 6304015002	H.P Tires & Wheels Corporation	Warehousing tires	885.00	1194
	C-2020-1418	4851 SANTA FE AVE APN 6308015044	Allnet 101 LLC	Women's wholesale clothing	385.00	1200
	C-2020-1419	2760 FRUITLAND AVE APN	Montage Fulfillment, LLC	Warehouse apparel	1,207.00	5191
	C-2020-1420	2608 37TH ST APN 6302020038	Montage Fulfillment, LLC	Warehouse apparel	1,046.00	10000
	C-2020-1421	2602 37TH ST APN 6302020038	Montage Fulfillment LLC	Warehouse apparel	1,046.00	7100
	C-2020-1422	3730 26TH ST APN 5192030004	KC Global Network Inc.	Wholesale sugar	885.00	1128
	C-2020-1423	5041 SANTA FE AVE APN 6308015019	JW Clothing Co.	Warehouse clothing	885.00	877
	C-2020-1424	3278 26TH ST APN 6303002021	Red Ice Inc.	Cutting fabrics	885.00	1200
	C-2020-1425	2833 LEONIS BLVD. APN 6303022004	Self-Reliant Individual Support Services Inc.	Office use	385.00	60
	C-2020-1426	4425 SOTO ST APN 6308001020	Micielo Logistics Corporation	Warehousing	885.00	1185
	C-2020-1427	3801 SANTA FE AVE APN 6302015007	3 Angels Screen Print Works Inc.	Screen printing Name Change	385.00	650
	C-2020-1428	3278 26TH ST APN 6303002021	Elain Inc.	Garment warehouse	385.00	280
	C-2020-1429	6074 MALBURG WAY APN 6310027050	Saitex USA LLC	Denim manufacturing	885.00	4500
	C-2020-1431	5700 1ST ST APN 6308018023	Henghui American Holding LLC	Plastic container manufacturing	885.00	4843
	C-2020-1432	2450 VERNON AVE APN 6308006019	Emperia Handbag Inc. dba Emperia Inc.	Handbag wholesale	885.00	1866
	C-2020-1433	2450 VERNON AVE APN 6308006019	Malibu Skye Inc. dba Grand Mountain sports Inc.	Handbag wholesale	885.00	1244

Issued	Permit No.	Project Address	Tenant	Description	Fees Paid	Square Feet
	C-2020-1434	4665 49TH ST APN 6304018022	Global Best Produce Inc.	Cold storage	885.00	49250
	C-2020-1435	5881 2ND ST APN 6308017915	Bonatex Inc.	Office use	385.00	500
	C-2020-1436	4933 LOMA VISTA APN 6304026029	Ofive Distribution Inc.	Warehouse general merchandise	885.00	19780
	C-2020-1437	2825 SANTA FE AVE APN 6302006025	Bigger Farther Faster LLC dba Ramp Logistics	Garment wholesale	385.00	47000
	C-2020-1438	3005 BNSF RR APN 6303002014	Jackpot Enterprise	Warehouse general merchandise	385.00	3500
	C-2020-1439	4625 DISTRICT BLVD APN 6304020035	Horn Food Inc	Food storage warehouse	885.00	8000
	C-2020-1440	4625 DISTRICT BLVD APN 6304020035	Bicon Food Inc.	Office use	385.00	1000
	C-2020-1441	5383 ALCOA AVE APN 6310008016	TEE Styled Inc.	Warehouse T-shirts	385.00	30000
	C-2020-1442	3737 ROSS ST APN 6302012005	CSK Design	Garment manufacture	385.00	3000
	C-2020-1443	2646 DOWNEY RD APN 5192025008	J.H. Produce Inc.	Produce wholesale	385.00	4000
Total for Certificate of Occupancy:					19,200.00	610,660.00
27 Permits(s)					Total Fees Paid	19,200.00

City of Vernon
Certificate of Occupancy
Issued Date From 1/1/2020 to 1/31/2020

Issued	Permit No.	Project Address	Tenant	Description	Fees Paid	Square Feet
1/7/2020	C-2018-0965	4555 EVERETT AVE APN 6304022022	PRINCESS PAPER INC.	Manufacturing of paper products	885.00	34000
1/14/2020	C-2018-1076	4733 LOMA VISTA APN 6304025023	SHEWAK LAJWANTI HOME FASHIONS INC DBA S.L. HOME FASHIONS INC.	Warehousing and distribution of blankets	885.00	24985
1/15/2020	C-2018-1073	4223 DISTRICT BLVD APN 6304028016	UNITED FRESH, INC.	Refrigerated warehouse - produce	885.00	3590
1/15/2020	C-2018-1040	3001 SIERRA PINE APN 6303002028	DINASTY SECURITY INC	Office use	385.00	275
1/16/2020	C-2019-1269	3344 LEONIS BLVD APN 6303026004	LOVESEAT INC	Warehousing and distribution of furniture	885.00	8144
1/16/2020	C-2019-1203	4600 PACIFIC BLVD APN 6308004011	DUNAMIS INC	Garment cutting	385.00	7350

Total for Certificate of Occupancy:

4,310.00

78,344.00

6 Permits(s)

Total Fees Paid

4,310.00

City Council Agenda Item Report

Agenda Item No. COV-55-2020
Submitted by: Lissette Melendez
Submitting Department: Public Works
Meeting Date: March 3, 2020

SUBJECT

Acceptance of Electrical Easement at 4328 Alcoa Avenue (APN 6303-010-047)

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 4328 Alcoa Avenue 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 3520 Vernon Ave LLC, a Delaware limited liability company, for the property at the above-mentioned location, Assessor's Parcel No. 6303-010-047.

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. [Electrical Easement - 4328 Alcoa](#)
2. [Certificate of Acceptance - 4328 Alcoa](#)

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: 6303-010-047

**DOCUMENTARY TRANSFER TAX IS NONE – NOT REQUIRED SEC. 11922 REVENUE
TAXATION CODE.**

FOR VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,

3520 VERNON AVE LLC, a Delaware 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: 1-22, 2020

“Grantor”

3520 VERNON AVE LLC, a Delaware limited liability company

BRETT DEDEAUX

Name, Title

[Signature]

Signature

Name, Title

Signature

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 January 22, 2020, before me, Elmira Sipen, a Notary Public, personally appeared Brett Dedear, 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 _____

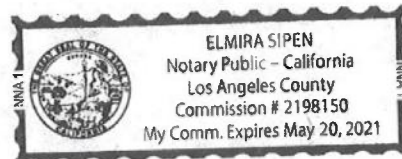




EXHIBIT " A "

ELECTRICAL EASEMENT LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF VERNON IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

TWO STRIPS OF LAND, BEING A PORTION OF LOT 7 OF THE 500 ACRE TRACT OF THE LOS ANGELES FRUIT LAND ASSOCIATION, IN THE CITY OF VERNON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP THEREOF RECORDED IN BOOK 3 PAGES 156 AND 157 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STRIP 1

A 4.00 FOOT WIDE STRIP OF LAND, THE CENTERLINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF ALCOA AVENUE (FORMERLY MAGNOLIA AVENUE), 50 FEET IN WIDTH, WITH THE SOUTHERLY LINE OF VERNON AVENUE, 50 FEET IN WIDTH AS SHOWN ON THE 500 ACRE TRACT OF THE LOS ANGELES FRUIT LAND ASSOCIATION; THENCE ALONG SAID EASTERLY STREET LINE SOUTH 00° 22' 43" EAST 186.56 FEET; THENCE LEAVING SAID EASTERLY LINE NORTH 89° 37' 17" EAST 5.00 FEET TO THE EASTERLY LINE OF ALCOA AVENUE, 60.00 FEET AS NOW ESTABLISHED PER INSTRUMENT NO. 20190571984, RECORDED IN JUNE 17, 2019, OFFICIAL RECORDS TO THE TRUE POINT OF BEGINNING.

THENCE NORTH 89° 37' 17" EAST 44.82 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 12.50 FEET; THENCE NORTHERLY ALONG SAID CURVE, AN ARC LENGTH OF 19.63 FEET THROUGH A CENTRAL ANGLE OF 90° 00' 00"; THENCE TANGENT TO SAID CURVE, NORTH 00° 22' 43" WEST 34.50 FEET TO A POINT DESIGNATED AS POINT A HEREON.

THE SIDELINES OF SAID EASEMENT SHALL BE PROLONGED OR SHORTENED TO TERMINATE AT THE EAST LINE OF ALCOA AVENUE AS NOW ESTABLISHED PER AFOREMENTIONED INSTRUMENT NO. 20190571984.

STRIP 2

A 14.00 FOOT WIDE STRIP, BEING 10 FEET WESTERLY AND 4.00 FEET EASTERLY OF THE FOLLOWING DESCRIBED LINE.

BEGINNING AT POINT A, NORTH 00° 22' 43" WEST 18.00 FEET.

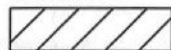
ELECTRICAL EASEMENT

4328 ALCOA AVE., CITY OF VERNON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SCALE 1"= 60' - 0"	SEABOARD ENGINEERING CO. 1415 E. COLORADO STREET, SUITE 205 GLENDALE, CA. 91205 TEL. (310) 277-7337 FAX (818) 550-7339 SEABOARD@SEABOARDENGCO.COM	JOB NO. 18-064
DRAWN BY MD		DATE 1/28/20
CHECKED BY MD		PAGE 1 OF 1

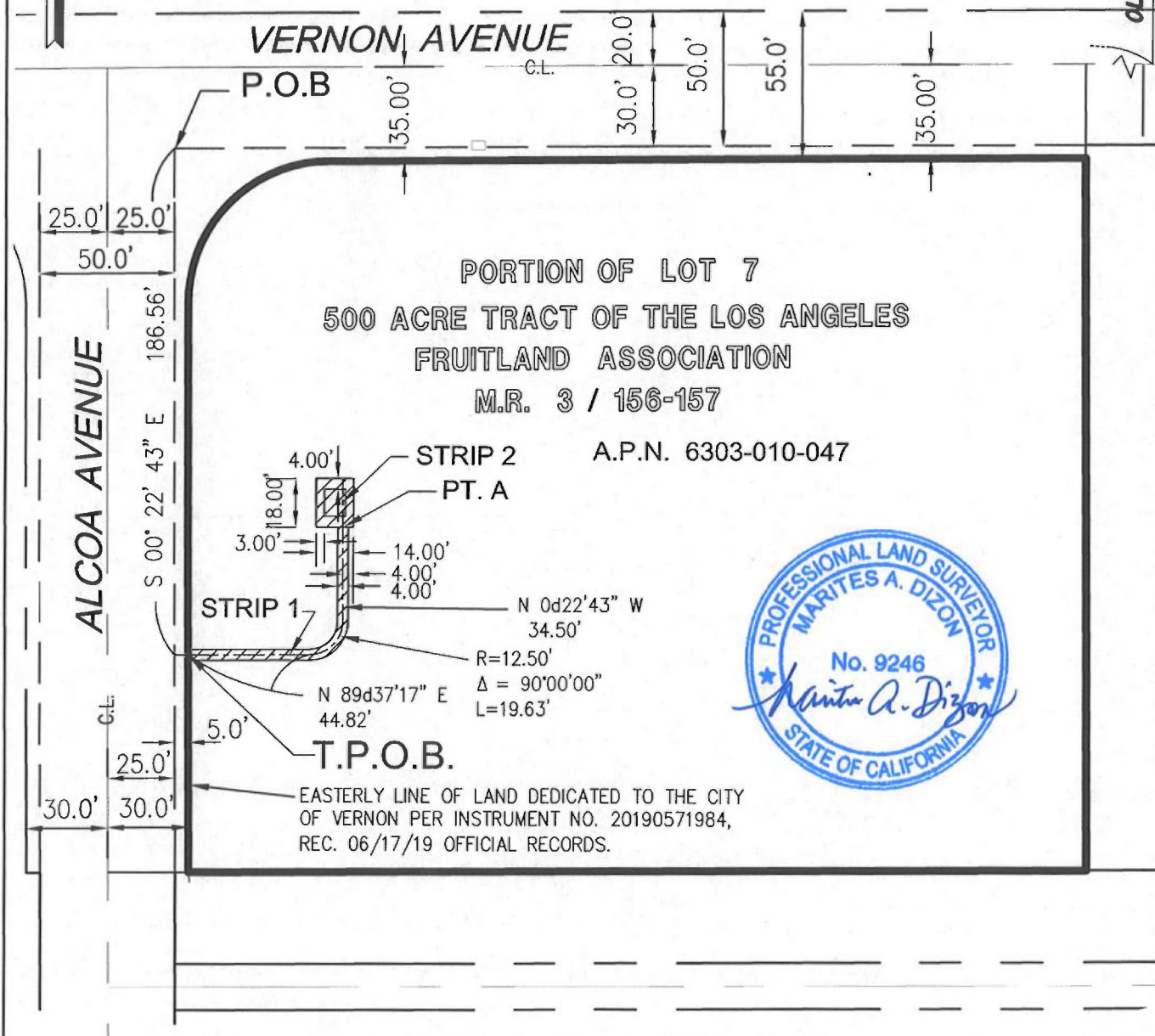
EXHIBIT "B"

LEGEND:



ELECTRICAL EASEMENT

AREA = 238.76 SF



ELECTRICAL EASEMENT

4328 ALCOA AVE., CITY OF VERNON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SCALE	1" = 60' - 0"	SEABOARD ENGINEERING CO.	JOB NO.	18-064
DRAWN BY	MD	1415 E. COLORADO STREET, SUITE 205	DATE	01/28/20
CHECKED BY	MD	GLENDAL, CA. 91205	PAGE 1	OF 1
		TEL. (310) 277-7337 FAX (818) 550-7339		
		SEABOARD@SEABOARDENGCO.COM		

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 January 22, 2020, executed by 3520 Vernon Ave 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 March 3, 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:

HEMA PATEL, City Attorney

City Council Agenda Item Report

Agenda Item No. COV-69-2020
Submitted by: Mark Aumentado
Submitting Department: Public Utilities
Meeting Date: March 3, 2020

SUBJECT

Services Agreement with Pacific Advanced Civil Engineering, Inc.

Recommendation:

A. Find that the proposed action is categorically exempt from California Environmental Quality Act (CEQA) review, in accordance with CEQA Guidelines §15306, because the scope of the agreement consists of research, analysis, and resource evaluation activities which will not result in a serious or major disturbances to environmental resources and which will not commit the City to any project; and
B. Approve and authorize the City Administrator to execute the Services Agreement between the City of Vernon and Pacific Advanced Civil Engineering, Inc., for Design Services for Equipment and Site Improvements for Well No. 22, in substantially the same form as submitted, for an amount not to exceed \$232,476.

Background:

The Water Division is utilizing a two phase approach for the construction of a new potable water well in the City of Vernon ("City"). Phase 1 consists of drilling and casing the well to the desired depth. Phase 2 consists of equipping the well with appropriately sized mechanical equipment and additional site improvements.

In September 2019, Phase 1 – Well No. 22 Construction Project began with an anticipated completion date in the first quarter of 2020. In preparation for Phase 2 construction, staff formally solicited the Request for Proposals for Design Services for Equipment and Site Improvements ("RFP"). The successful proposer will assist staff with incorporating grading, civil design, and low impact development techniques to prepare plans and technical specifications necessary to construct Phase 2 of the well construction process.

The RFP was issued on November 12, 2019 and advertised on the City's Website. Five firms likely to propose were contacted directly and informed of the RFP. On December 5, 2019, four proposals were received. In conformance with the selection criteria listed in the RFP, a shortlist of three firms was selected to participate in an oral interview. Out of a maximum total score of 200, the results of the proposal and interviews are as follows:

1.	Pacific Advanced Civil Engineering, Inc. ("PACE")	181.7
2.	Stetson Engineers, Inc.	158.0
3.	Cannon Corp.	152.9
4.	Alisto Engineering Group	67.3*

*Note: Alisto Engineering Group was not selected to participate in the interview portion of the evaluation.

Vernon Public Utilities ("VPU") staff evaluated the proposals and deemed that PACE is the most qualified firm. Although cost is an important consideration, financial cost was not incorporated in the evaluation criterion, thus the proposals were evaluated on qualifications. Pursuant to Vernon Municipal Code Section 2.17.08, fee proposals were requested in a separate sealed envelope and opened in descending order based upon the results from the evaluation. Only one fee proposal was opened – PACE Fee Proposal. The total fees including reimbursable permit fees and optional tasks, is \$232,476.00. As with many professional services, the presented amount represents estimates based on a time and materials basis, which may vary slightly from the total costs incurred throughout the life of the resulting Agreement.

The proposed Service Agreement has been reviewed and approved as to form by the City Attorney's Office.

Fiscal Impact:

The proposed Services Agreement with Pacific Advanced Civil Engineering, Inc. will be for a two-year term and a not-to-exceed amount of \$232,476.00. VPU has budgeted \$215,000.00 for new wellhead engineering in the approved Public Utilities Water Division Budget for fiscal year 2019-2020; however, there are sufficient funds for these services in the VPU Water Division Budget under the account number 020.1084.900000.

Attachments:

1. [Services Agreement with Pacific Advanced Civil Engineering, Inc.](#)

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND PACIFIC ADVANCED CIVIL ENGINEERING, INC. (PACE) FOR DESIGN SERVICES FOR EQUIPMENT AND SITE IMPROVEMENTS FOR WELL NO. 22

COVER PAGE

Contractor:	Pacific Advanced Civil Engineering, Inc.
Responsible Principal of Contractor:	Duncan S. Lee, PE, Principal, QA/OC Manager Utilities Division
Notice Information - Contractor:	Pacific Advanced Civil Engineering, Inc. 17520 Newhope Street, Suite 200 Fountain Valley, CA 92708 Attention: Duncan S. Lee, PE, Principal, QA/OC Manager Utilities Division Phone: (714) 481-7300
Notice Information - City:	City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058 Attention: Abraham Alemu General Manager of Public Utilities Telephone: (323) 583-8811 ext. 250 Facsimile: (323) 826-1408
Commencement Date:	March 16, 2020
Termination Date:	March 15, 2022
Consideration:	Total not to exceed \$232,476.00 (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 PACIFIC ADVANCED CIVIL ENGINEERING, INC. (PACE) FOR DESIGN SERVICES FOR EQUIPMENT AND SITE IMPROVEMENTS FOR WELL NO. 22

This Contract is made between the City of Vernon ("City"), a California charter City and California municipal corporation ("City"), and Pacific Advanced Civil Engineering, Inc. (PACE), a California 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 March 3, 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 or about November 12, 2019, Exhibit "A", and Contractor's proposal to the City ("Proposal") dated December 5, 2019, 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 Contractor shall commence the delivery of services on receipt of a written notice to proceed and shall complete the services on the schedule set forth in Exhibit "B".

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 two hundred thirty-two thousand four hundred seventy-six dollars (\$232,476.00) 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 \$1,000,000 per occurrence and \$2,000,000 aggregate written on an Insurance Services Office (ISO) Comprehensive General Liability "occurrence" form or its equivalent for coverage on an occurrence basis.

Premises/Operations and Personal Injury coverage is required. The City of Vernon, its directors, commissioners, officers, employees, agents, and volunteers must be endorsed on the policy as additional insureds 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. Professional Errors and Omissions coverage in a sum of at least \$1,000,000, where such risk is applicable. Applicable aggregates must be identified and claims history provided to determine amounts remaining under the aggregate. Contractor shall maintain such coverage for at least one (1) year after the termination of this Agreement.

v. 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.

vi. 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.

vii. Insurance shall be placed with insurers with a Best's rating of no less than A-VIII.

viii. 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.

ix. 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: Abraham Alemu,
General Manager of

Public Utilities
4305 Santa Fe Avenue
Vernon, CA 90058

If to the Contractor:

Pacific Advance Civil Engineering, Inc.
Attention: Duncan S. Lee, PE
Principal, QA/QC Manager – Utilities Division
17520 Newhope Street, Suite 200
Fountain Valley, CA 92708

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

Pacific Advanced Civil Engineering, Inc.
(PACE), a California corporation

By: _____
Carlos Fandino, City Administrator

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Lisa Pope, City Clerk

Name: _____

Title: _____

APPROVED AS TO FORM:

Brian Byun, Senior Deputy City Attorney

EXHIBIT A
REQUEST FOR PROPOSALS

City of Vernon Request for Proposals (RFP)

Design Services for Equipment and Site Improvements for Well No. 22



**City of Vernon
Vernon Public Utilities
4305 Santa Fe Avenue, Vernon, CA 90058
Phone: (323) 583-8811**

Key RFP Dates

Issue Date:	Tuesday, November 12, 2019
Written Questions:	Thursday, November 14, 2019
Voluntary Meeting:	Monday, November 18, 2019
Response to Questions:	Thursday, November 21, 2019
Proposals Due:	Thursday, December 5, 2019
Interview:	TBD

City of Vernon Design Services for Equipment and Site Improvements for Well No. 22
Request for Proposals

1. INTRODUCTION AND PROJECT

The City of Vernon ("City") owns a 5,544 square foot parcel of land located at Assessor's Identification No. (AIN) 6303-029-902 near 2828 East 50th Street in the City of Vernon. The Well No. 22 Construction Project is currently underway at the abovementioned location. The City's contractor is drilling and casing the well in accordance with a Preliminary Well Design attached here as Exhibit C, prepared for the City by its hydrogeologist. The aforementioned project consists of drilling and casing a 1,600-foot well. The anticipated date of completion for the Well No. 22 Construction Project is February 2020.

The project site is currently undeveloped. Upon successful completion of the Well No. 22 Construction Project, additional work will be required consisting of equipping the well and performing site improvements, as further described below and in section 3 of this RFP.

The City of Vernon is requesting proposals from qualified engineering consulting firms for design services to prepare construction plans, technical specifications, and a detailed engineer's estimate ("PS&E") to construct a fully operational municipal-supply water well to supply potable water directly into the City's distribution system. The City's hydrogeologist will provide a technical memorandum indicating Well No 22's ("Well") characteristics and will include information such as the Well's anticipated yield and ideal depth setting. The PS&E will be developed to equip the Well with an appropriately-designed vertical turbine motor and pump. The PS&E must also include provisions for additional site improvements related to equipping the Well and pumping potable water directly into the City's distribution system. The work includes, but is not limited to, earthwork grading, low impact development (LID), paving, domestic water, sanitary sewer, storm drain, site security, distribution plumbing, disinfection, and other miscellaneous appurtenances related to the operation of a municipal supply water well.

The consultant will also be required to assist City staff with the California Environmental Quality Act (CEQA) process in relation to this project by preparing an Initial Study and additional reports that may be required.

The City will select a consulting firm which demonstrates project capabilities and experience in water wellhead and pump design, as well as knowledge and experience with regard to water supply, distribution, treatment, and telemetry systems. Proposals should reflect knowledge of the abovementioned areas of expertise, recent related experience, a proposed scope of work, a tentative project schedule and a proposed not-to-exceed fee amount for each phase of the proposed work. The firm selected will be expected to work responsively and cooperatively with designated City representatives to complete the project.

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 20th 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

City of Vernon Design Services for Equipment and Site Improvements for Well No. 22
Request for Proposals

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. SCOPE OF SERVICES REQUIRED

The City of Vernon is seeking the services of a highly qualified consulting firm to assist in:

A. **DESIGN REPORT.** The preparation and completion of a design report which shall include, but not be limited to, the elements listed below:

- The design report shall evaluate and recommend the type and size of the Well’s pump, pedestal, prime mover, discharge head, chlorine storage facility, variable frequency drive, and related appurtenances.
- A detailed Engineer’s Estimate of probable cost of construction must be prepared for both the installation of the well equipment and related improvements as well as yearly operation and maintenance costs under normal operation of the water well.

B. **CONSTRUCTION PLANS AND SPECIFICATION PREPARATION.** The preparation and completion of the wellhead, pump, and motor design and specifications shall include, but not be limited to, the elements listed below:

- Prepare fully engineered construction plans, specifications, bid documents, and detailed cost estimates for all the work. The design shall include all facilities on the water well site including electrical, emergency power source connection, disinfection system, SCADA system flow meters, piping to connect to the existing distribution system, and related appurtenances. The design shall include provisions for grading, paving, and final protection via fencing of the site as well as provisions for a detention basin to accommodate the well flushing cycle. The detention basin shall be designed to connect to the City’s storm drain system. The plans shall incorporate the City of Vernon Standard Plans, and meet all Federal, State, and

City of Vernon Design Services for Equipment and Site Improvements for Well No. 22
Request for Proposals

Local requirements as necessary. Specifically, the design specifications must meet all Department of Drinking Water (DDW) regulations, Standard Specifications for Public Works Construction (The Greenbook current Edition), and the American Water Works Association (AWWA) design specifications.

- It is anticipated that 60%, 90%, and 100% Drafts are provided to City representatives for comments prior to the final submittal.
- Attend regularly scheduled meetings and/or conference calls with City staff to determine the project parameters and review work in progress. It is anticipated that meetings and/or conference calls will be held bi-weekly. Additional meetings and/or conference calls can be requested by either party, as necessary.
- Preparation of a National Pollutant Discharge Elimination System (NPDES) discharge plan and Best Management Practices (BMPs) for the subject project, including Well discharges.
- Coordinate with agencies owning underground and overhead structures in the vicinity of the Well to eliminate any conflicts.
- Assist with securing necessary approval and plan checks from regulatory agencies prior to bids, revision of project documents as indicated by such agencies for the construction of the wellhead, chlorine storage building, and associated facilities.

C. REPORTING.

- Preparation of a Water Monitoring Plan as required by the DDW

D. PRE CONSTRUCTION AND POST PROJECT AWARD. Once PS&E are finalized, the consultant will be required to assist City Staff with the construction contract which will include, but not be limited to, the following:

- Assist City staff with the CEQA process in relation to this project, including development of an Initial Study and any subsequent documents and reports.
- Conduct presentations to the Vernon City Council members and/or the public, as required.
- Conduct a mandatory pre-bid construction meeting with prospective bidders.
- Provide written responses to prospective bidders' questions during the bid period and prepare modifications to the project documents and addenda, as required.
- Assist with review and evaluation of bids, provide recommendations with regard to award of a construction contract, and assist with contract negotiations, as required.

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- Coordination of the project's construction with the primary contractor, including responding to queries for clarifications and Requests for Information (RFIs), reviewing and providing recommendations on proposed Change Orders.
 - Review and approval of all shop drawings and material submittals.
 - Oversee operational tests to describe all performance characteristics.
- E. **ADDITIONAL WORK.** The prospective proposers are encouraged to provide a description of any potential work, or optional items, not included in the consultant's Scope of Services and that have not been identified in this RFP, which the prospective proposer deems essential or beneficial to the successful completion of the project. The proposed additional work must be clearly identified along with basis for the recommendations. A recommended method for payment of the proposed additional work should also be provided.
- F. **INFORMATION PROVIDED BY THE CITY.** The City will provide the following information to assist the successful proposer with development of the PS&E:
- Pump Recommendation Memorandum – The City's Hydrogeologist will prepare a memorandum that will contain recommended pump depth and anticipated yield.
 - Driller's Log
 - City of Vernon Standard Plans

Additional information related to the construction of the well may be provided upon request.

4. QUALIFICATIONS & CRITERIA

- A. **Qualifications:** The City of Vernon will select one firm for all of the outlined Scope of Services on the basis of qualifications, experience, and other criteria as identified below. The following are the minimum qualifications to be used to evaluate responses to this Request for Proposals:
1. Firm has five or more years of relevant experience performing services on similar public water resources projects.
 2. Firm is to provide, with proposal, three or more satisfactory municipal references for work performed in the past five years. Where possible include references from cities of a similar size and character to Vernon.
 3. Firm can demonstrate understanding of the project, and knowledge of the disciplines necessary to complete the project.

All engineering work (e.g., plans & specifications) requires a registered Professional Engineer licensed by the state of California.

- 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

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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. 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 successful completion of that work. It is important to note how key staff's expertise is related to the skills or tasks that would be required to provide the best solutions and project deliverables. Past performance of proposer including references will be considered. **(40 Points)**
2. Project understanding. The proposal should demonstrate thorough understanding of all tasks. **(20 Points)**
3. Responsiveness to the RFP, and quality and responsiveness of the proposal. **(10 Points)**
4. Cost control, quality control, efficiency, and timeliness in completion of projects. The firm's proposal should include the firm's proposed Project Schedule. The proposed timeline for the project will be considered. Brief descriptions of previous project experiences should be used as examples of how quality control and cost control was achieved with former clients. Key examples of proposer's accuracy in cost estimating will be considered. Brief descriptions of the firm's process/methodology for cost control and quality control should be included. Past performance of proposer including references will be considered. **(30 Points)**

TOTAL POSSIBLE SCORE (PROPOSAL): 100 POINTS

- C. **Interview Selection Criteria (if necessary):** At the Evaluation Committee's sole discretion, each of the three (3) highest ranked Proposers, including key personnel that will be assigned to the project, may be required to make an oral presentation to answer questions from members of a Selection Committee. Key members will be asked to be present for the interview in person or via conference call. Invitations for interviews, if any, will be sent and additional details provided at an appropriate time. The proposed format for the interviews will include an opportunity for a short introduction and statement of qualifications of the firm and key personnel, a short question-and-answer period, any closing remarks, and a discussion of the following:
1. Proposer shall describe the firm's qualifications based on experience in providing the services described in Section 3 of the RFP. Proposer shall clearly describe experiences in which the firm has partnered with public agencies to successfully accomplish various similar projects. **(20 Points)**
 2. Proposer shall clearly describe its understanding of the Scope of Work and explain the firm's proposed technical approach to accomplish each task within the firm's proposed schedule. **(45 Points)**

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3. Proposer shall clearly describe its understanding of the Project's key issues and any potential challenges for each task and how the Proposer plans to address these issues/challenges utilizing practical and cost effective innovation, methods, and procedures to ensure successful attainment of the Project's goals. **(35 Points)**

TOTAL POSSIBLE SCORE (INTERVIEW): 100 POINTS

- D. **Total Scoring:** The final score assigned to each firm will be the average of both the Evaluation Committee's and Selection Committee's scores for the firm's proposal and the interview, if required (200 points maximum).

5. FORMAT AND DELIVERY OF RESPONSE

Respondents are asked to submit one (1) unbound original, three (3) hard copies and one (1) electronic copy (via email to maumentado@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: "RFP for Design Services for Equipment and Site Improvements for Well No. 22" and include the name of the primary contact for the respondent.

Deliver the response to:

City of Vernon

Attention: Abraham Alemu, Interim General Manager of Public Utilities

4305 Santa Fe Avenue

Vernon, CA 90058

4. Responses are due on or **before 2:00 p.m. on December 5, 2019**. Late response will not be accepted.
5. A voluntary meeting will be held on November 18, 2019 at 9:00 A.M. to discuss the details of this proposal.
6. If you have any questions about this RFP, please contact Mark Aumentado at (323) 583-8811 ext. 309. Please note that any questions asked and any

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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 work. Define the scope of each task including the depth and scope of analysis or research proposed. Provide a proposed Project Schedule for scope of work and include your firm's understanding of the Project Deliverables. Proposer should include additional tasks they deem appropriate, reasons why a task should be included, and an estimate of the fee(s) required to complete the additional task(s).
- 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. If rates differ for different types or levels of service, or for different Service Areas, the Proposer should so state. **In a separate, sealed envelope, submit one copy of the proposed costs/fees by task, hourly rates, fees, any and all other costs, and totals.**
- 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 descriptive examples 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 specific subject matter areas that the Project Manager and individual team

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members would support. Include the amount of time key personnel will be involved in the respective portions of the assignment. The identification and utilization of specific key personnel throughout the life of the project are important factors in the City's consideration and selection of a firm. Any changes in identified key personnel after award of the contract must be approved by the City in writing before the change is made. The City reserves the right to cancel the contract if it objects to a change in identified key personnel after the award, and to award the contract to the next proposer or conduct a new RFP. 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. The firm shall include with their proposal any work it intends to subcontract. The City reserves the right to reject any subcontractor. The selected firm must replace the work with an approved subcontractor at no additional cost to the City.

- H. **Affidavit of Non-Collusion.** Proposer must submit a completed and signed, "Affidavit of Non-Collusion." (Copy attached as Exhibit A).

6. 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), 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.

7. 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.

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- 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.
- 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.

8. 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.

9. LIVING WAGE ORDINANCE

The selected consultant 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 consultant 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.

10. 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.

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EXHIBIT A

AFFIDAVIT OF NON-COLLUSION

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

March 2013

City of Vernon Design Services for Equipment and Site Improvements for Well No. 22
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EXHIBIT B

STANDARD FORM CONTRACT

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND [CONTRACTOR'S NAME]
FOR DESIGN SERVICES FOR EQUIPMENT AND SITE IMPROVEMENTS FOR WELL NO. 22

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] Facsimile: [insert fax number]
Notice Information - City:	City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058 Attention: Abraham Alemu Interim General Manager of Public Utilities Telephone: (323) 583-8811 ext. 250 Facsimile: (323) 826-1408
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 DESIGN SERVICES FOR EQUIPMENT AND SITE IMPROVEMENTS FOR WELL NO. 22

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 Contractor shall commence the delivery of services on receipt of a written notice to proceed and shall complete the services on the schedule set forth in Exhibit "B".

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 \$1,000,000 per occurrence and \$2,000,000 aggregate written on an Insurance Services Office (ISO) Comprehensive General Liability "occurrence" form or its equivalent for coverage on an occurrence basis.

Premises/Operations and Personal Injury coverage is required. The City of Vernon, its directors, commissioners, officers, employees, agents, and volunteers must be endorsed on the policy as additional insureds 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. Professional Errors and Omissions coverage in a sum of at least \$1,000,000, where such risk is applicable. Applicable aggregates must be identified and claims history provided to determine amounts remaining under the aggregate. Contractor shall maintain such coverage for at least one (1) year after the termination of this Agreement.

v. 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.

vi. 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.

vii. Insurance shall be placed with insurers with a Best's rating of no less than A-VIII.

viii. 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.

ix. 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: Abraham Alemu
Interim General Manager of

Public Utilities
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, City Administrator

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Lisa Pope, City Clerk

Name: _____

Title: _____

APPROVED AS TO FORM:

Brian Byun, Senior Deputy 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

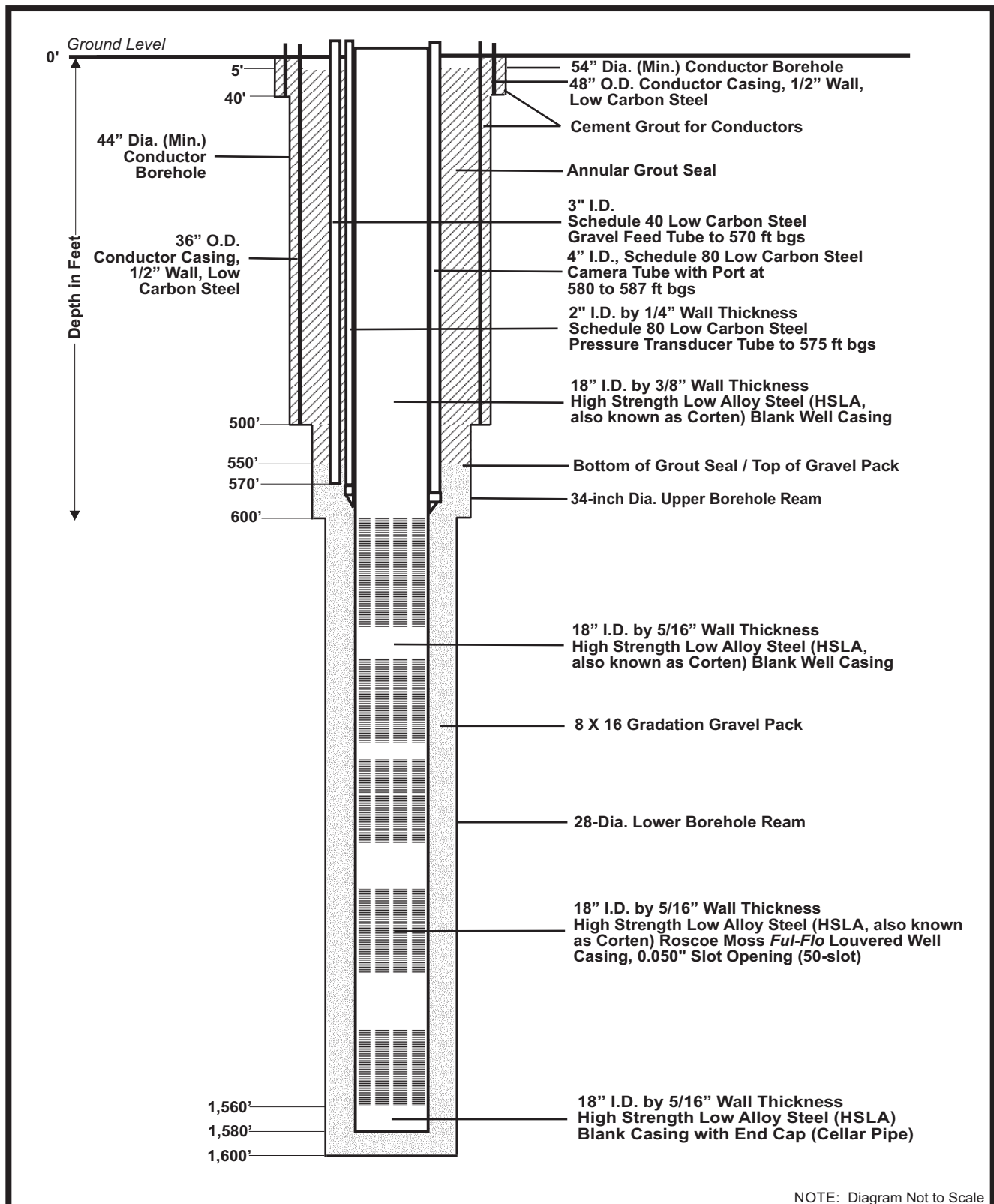
PRACTICES PROVISIONS

- 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.

City of Vernon Design Services for Equipment and Site Improvements for Well No. 22
Request for Proposals

EXHIBIT C

PRELIMINARY WELL DESIGN CITY OF VERNON WELL NO. 22



RICHARD C. SLADE & ASSOCIATES LLC
 CONSULTING GROUNDWATER GEOLOGISTS
 14051 Burbank Blvd., Suite 300
 Sherman Oaks, CA 91401
 Southern California (818) 506-0418
 Northern California (707) 963-3914
 www.rcslade.com

FIGURE 8
PRELIMINARY WELL DESIGN
CITY OF VERNON WELL NO. 22

Job No. 364-LAS05

October 2017

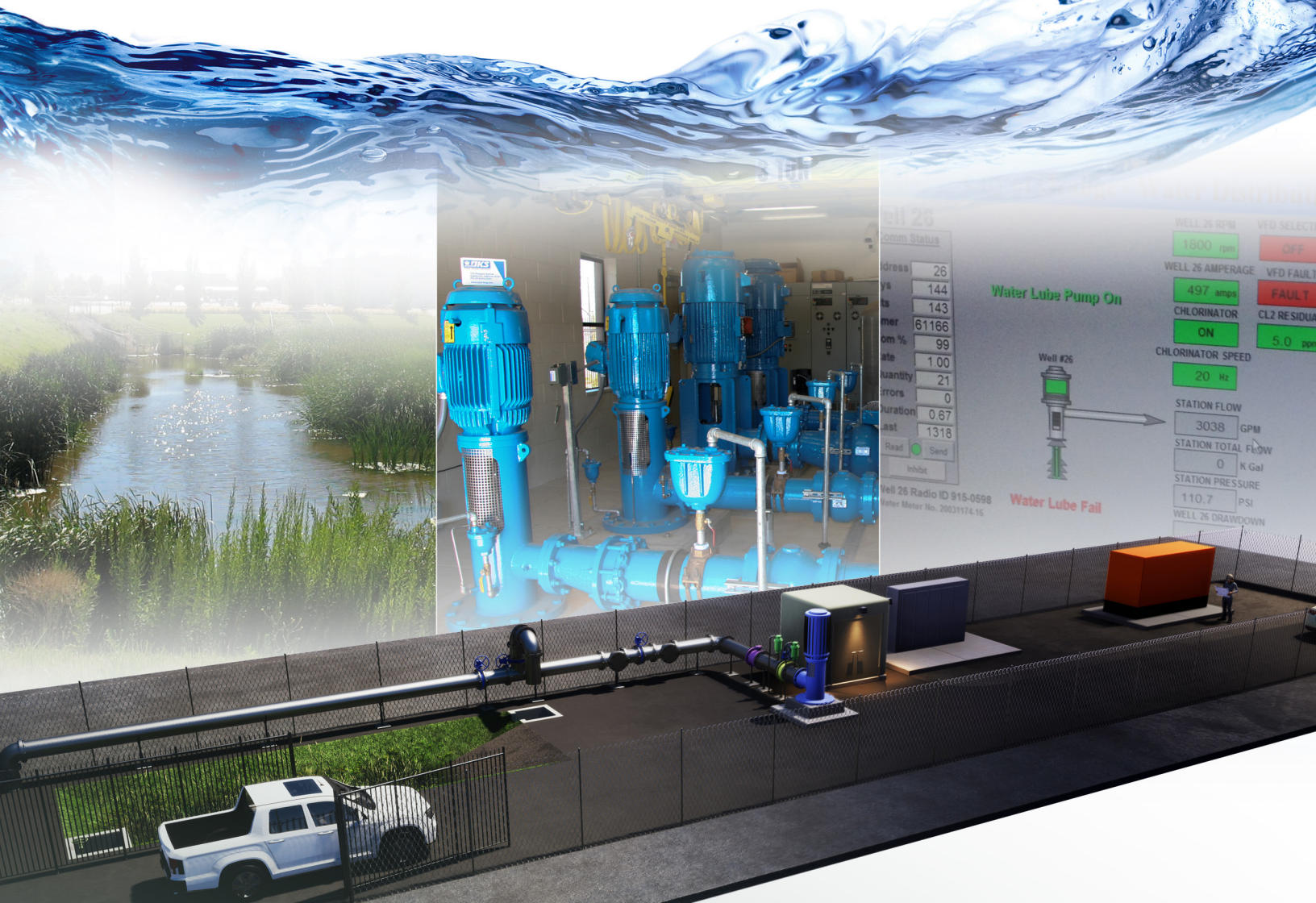
Driller's Log and Final Well Design will be provided to the successful Proposer

EXHIBIT B
PROPOSAL

PROFESSIONAL
DESIGN SERVICES
PROPOSAL FOR

EQUIPMENT AND
SITE IMPROVEMENTS FOR

WELL NO. 22



PREPARED FOR



Attn: Abraham Alemu
Interim General Manager of Public Utilities
City of Vernon
4305 Santa Fe Avenue | Vernon, CA 90058

PREPARED BY



17520 Newhope Street, Suite 200
Fountain Valley, CA 92708
714.481.7300 | www.pacewater.com

#B626 | December 05, 2019

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Addendum Acknowledgment



December 5, 2019

Abraham Alemu - *Interim General Manager of Public Utilities*
City of Vernon | 4305 Santa Fe Avenue | Vernon, CA 90058

Re: RFP for Design Services for Equipment and Site Improvements for Well No. 22

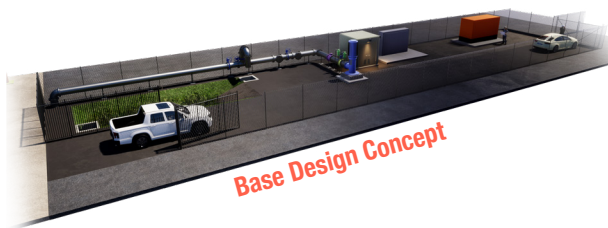
Dear Mr. Alemu,

Thank you for the opportunity to provide our proposal and initial thoughts to equip and improve your new potable water Well No. 22 site near 2828 East 50th Street. Currently, the City's hired contractor is installing a 1,600-foot casing and expects completion by February of 2020. As the City's aging wells are becoming less reliable, it is critical to promptly complete the design and construction of the above-ground improvements.

The City is seeking an engineering consultant that can:

- ◆ Size and design all well site civil, mechanical, electrical and instrumentation elements, complete with disinfection facilities, perimeter site fencing / security components and other site design features consistent with current Low Impact Development (LID) requirements
- ◆ Incorporate City's Standards, meet all federal, state and local requirements, and meet all Department of Drinking Water regulations
- ◆ Coordinate and avoid both underground or overhead utility conflicts
- ◆ Assist City staff with the CEQA process
- ◆ Recommend water treatment based on groundwater constituents of concern such as iron and manganese to avoid colored water, sediment build-up and negative impacts to delivery infrastructure

Preliminary site investigations, interviews with City staff at the pre-proposal meeting, site visit of existing wells with favorable design elements, assuming flow of 3,000 gpm with groundwater depth of 300 feet have led us to preliminary size and layout the site so we can present initial concepts and demonstrate a potential approach, as well as our visualization capabilities to support design objectives. Below are 3D renderings from our proposal which represent our solutions and visual presentation style. Through extensive collaboration, the Base Design Concept or the Alternate Enhanced Design Concept (Optional) could be evaluated in conjunction with other options developed together with the City staff, leading to the best solution that appeases all key stakeholders.



The Base Design Concept involves the least capital cost, while satisfying all of the RFP requirements, and is consistent with existing well designs that are favorable to City staff, emphasizing ease of access to equipment and simplified design to ensure straightforward operations. The Enhanced Design focuses on providing added benefits to the City with a relatively small increase in the projected capital cost related to fencing and adding shade structures to protect equipment from impacts from constant sunlight exposure and moisture.

Additionally, should undesirable constituents be in the groundwater such as iron and manganese, PACE can develop additional wellhead treatment while working with the site footprint constraints, and has had significant success with other municipal groundwater treatment systems by designing a system that uses a filtration media that eliminates the need for complicated chemical injection systems and is very cost-effective to maintain with simple backwashing. Our team can explore this and other alternatives to meet treatment needs.

Our team consists of senior-level engineers with extensive experience in design, construction and operations, to perform initial evaluations and preliminary design leading to the selection of ideal equipment and operational strategies in support of the City's engineering and maintenance staff objectives. QA/QC will be provided by **our Senior Vice President, James Matthews, PE**, who has been with PACE for 25+ years, with extensive experience in designing, reviewing, trouble-shooting and renovating well and pumping systems on over 250 projects in the US, Canada and Central America. **As the Project Manager, I have significant hands-on experience with master planning, design, construction, start-up, and operation of a wide range of well systems and pumping facilities.** I joined PACE one year ago after 30 years of public agency experience, including 17 years as the Principal Civil Engineer in charge of water engineering and other wastewater projects for the City of Huntington Beach. Therefore, I can wear "the City's Hat" to understand the City's perspective and needs to meet and exceed expectations. Furthermore, PACE will bring along the following required as well as our recommended optional sub-consultants to assist with the project.

Subconsultants:

1. Guida Surveying Inc. – Surveying
2. Converse Consultants – Geotechnical
3. VCS Environmental – Environmental Documentation
4. RCS – Start-Up Testing

Optional Subconsultants:

5. Pacific Coast Locators – Potholing
6. Santosh – Structural Engineering
7. Traffic Control Engineering, Inc. – Traffic Control

We offer unique qualifications to the City and the project, which are summarized below:

- ◆ **EXPERIENCE DESIGNING AN AVERAGE OF A PUMP STATION PER WEEK FOR THE LAST 30+ YEARS:** Our "library of knowledge" on pumping systems will allow us to provide the City with unique and creative solutions that maximize reliability, serviceability, efficiency, and longevity.
- ◆ **CONSTRUCTABILITY REVIEW INHERENT IN DESIGN:** Extensive design-build background that drives us to consider constructability of our design upfront.
- ◆ **OPERATIONS EXPERTISE:** Team includes senior design staff who hold licenses as both professional engineers and certified operators who will focus on ease of operation and maintenance.
- ◆ **ADVANCED UNDERSTANDING OF PROJECT CONTROLS & INSTRUMENTATION:** In-house expertise in SCADA applications, VFDs and control systems for seamless integration into existing facilities. We have extensive experience integrating with the Wonderware SCADA platform including currently performing a SCADA system upgrade for the potable water systems for California City.
- ◆ **EFFICIENT FACILITY LAYOUTS AND KEY VISUAL PLANNING TOOLS:** Extensive use of 3D computer modeling and design tools such as BIM, REVIT, and 3D AutoCAD for more effective collaboration and a superior end-product.

We invite you to review the enclosed proposal we have prepared closely following the instructions of the RFP document. The fee proposal enclosed is valid for a period of 180 days from the date of submittal. We look forward to partnering with you and other City team members to deliver the best solutions for your new Well No. 22 project.



Duncan S. Lee, PE
Principal, QA/QC Manager – Utilities Division

mobile: (714) 553-6967

office: (714) 481-0662

e-mail: dlee@pacewater.com

C-Corporation — 17250 Newhope Street, Suite 200 | Fountain Valley, CA 92708 | 714.481.7300 - www.pacewater.com

Introduction



PROJECT UNDERSTANDING

The City of Vernon (City) is very unique when compared to other cities in that only few hundred residents actually reside in the City, while approximately 50,000 individuals travel to work at thousands of commercial or industrial businesses throughout the City. Businesses and residents rely on the City to provide a reliable water system with sufficient operational, emergency, and fire storage capacities, serviced by groundwater supply and/or import supplies. The City currently has eight (8) wells to service the potable water's needs, but the wells are all at least 20 years old and in some case require significant maintenance to ensure continuous operation. Recently, the City was only able to use one well due to maintenance repair needs of the other wells, which required costly import of potable water to make up the deficit. The City desires to increase its groundwater pumping capacity to service daily water demands and provide emergency / fire flow capacity, so that it isn't solely reliant on imported water as a back-up water source.



The City desires to follow its initiatives as indicated in the City's 2018 Enterprise Annual Financial Report (2018 VEFR) to increase system reliability by upgrading their aging water infrastructure, starting with production side infrastructure including construction of new wells and well rehabilitation. The City owns a 5,544 square foot parcel of land located near 2828 East 50th Street. While the lot is currently vacant and without any improvements onsite, according to City staff, the property was once occupied with a provisional structure for non-residential use. Following recommendations prepared by the City's hydrogeologist consultant, the City hired a contractor to drill and install a new well with a 1,600-foot casing for Well No. 22, which should be completed by February of 2020. Besides the obvious benefit of having a more reliable water system with a new water well, the 2018 VEFR also demonstrated a significant financial benefit to the City from serving water supply needs exclusively from groundwater, as it is far less expensive than imported water purchased from the Central Basin Municipal Water District, a member agency of the Metropolitan Water District of Southern California. With this said, as the vast majority of City's existing production infrastructure is steadily becoming less reliable over time, it is critical to promptly complete the design and construction of the necessary above-ground improvements at the Well No. 22 site in order to produce high volume, quality and reliable groundwater for the water system.

PROJECT MANAGEMENT

The Project Manager will coordinate all planning and design work with all subconsultants and staff. Regular meetings or teleconferences will be held with applicable Project Team members and consultants to coordinate engineering study and/or design issues. Meeting minutes will be kept and retained in project files. All telephone conversations with client and consultants will be logged and retained in the project files. All incoming or outgoing correspondence will be through the Project Manager only.

Client Coordination

The Project Manager will be the project's primary source contact with the client. The QA/QC Principal will be a secondary contact but only in the event that the Project Manager is not available.

All correspondence to the client, whether incoming or outgoing, will be through the Project Manager. The Project Manager will keep the client informed of the project progress on a monthly basis unless otherwise indicated in the work plan or contract work scope. The monthly progress reports will, at a minimum include:

- Schedule status
- Work planned for upcoming month
- Progress to date
- List of issues which may affect project schedule / objectives

In addition to the progress reports, an Action Items Matrix (AIM) will be prepared and monthly updated provided to the Client. The AIM will identify actions to be accomplished, description of the activity, date for completion and lead person/ party responsible for ensuring the action is completed.

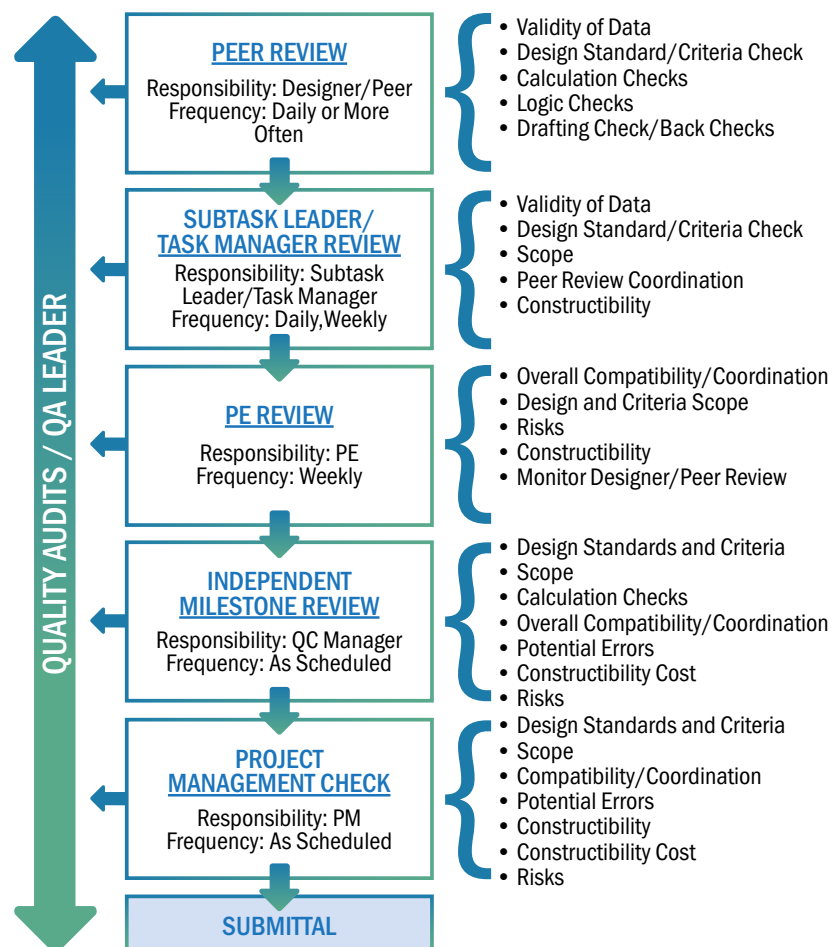
Subconsultant Management

Agreements with our subconsultants will be followed by detailed task orders delineating the budget, schedule, and scope. These task orders will be monitored for progress and compliance. We will track the resources and the costs against the planned targets to ensure the resources are efficiently employed. With the high level of local and specialized expertise proposed, our subconsultant selection within the team depends on a well-organized planning and conceptual design process that uses staff only when needed for as long as needed and is delineated by the specific project requirements and locations. Our project knowledge and the skill of our management team provide the basis for a well-managed study and design process.

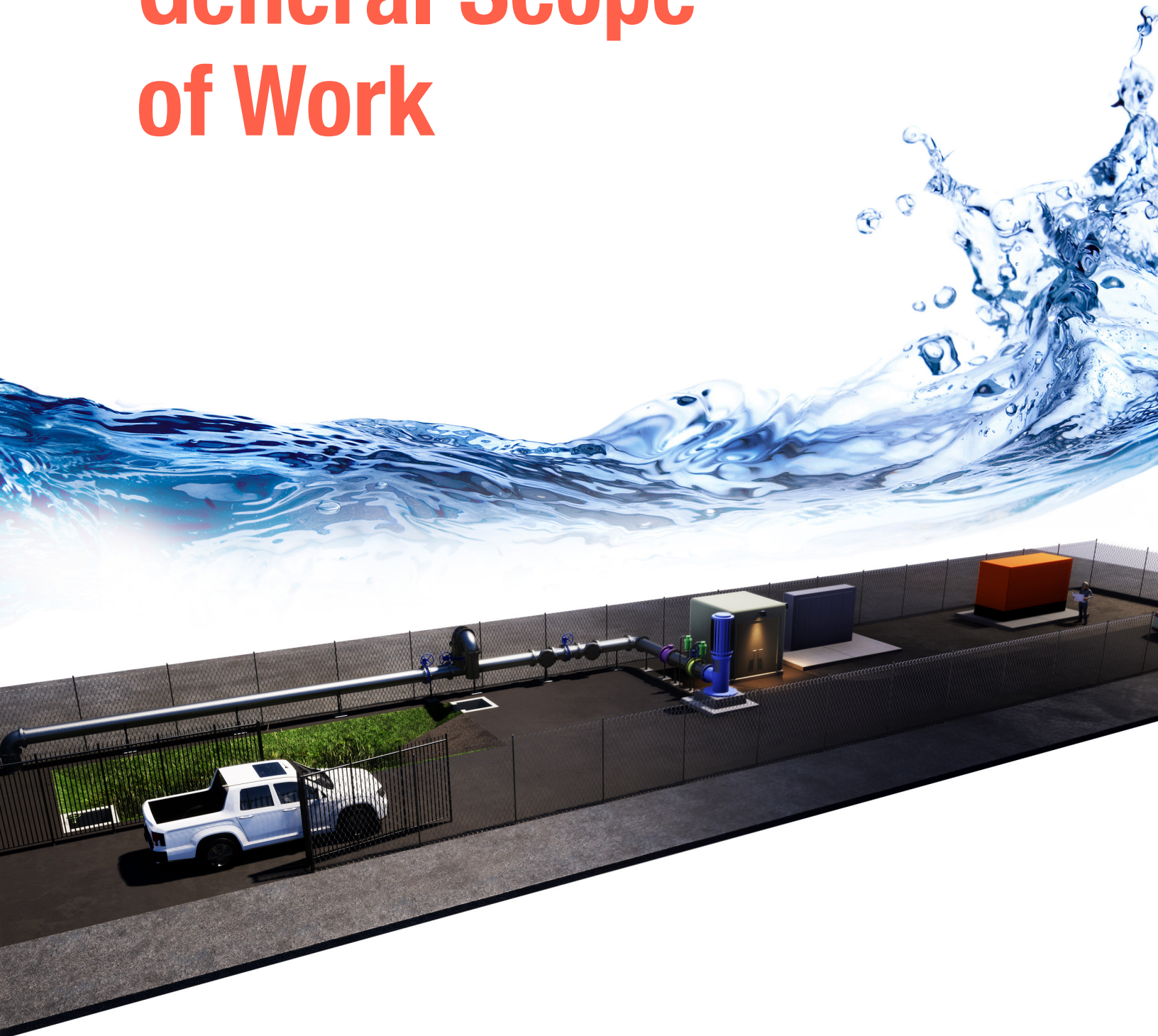
Quality Assurance / Quality Control Procedures

Our team will provide the highest quality work products. This will be accomplished through implementation of a Quality Assurance/Quality Control program that will be clearly defined in a quality control plan developed specifically for this project. Quality management will be used to ensure that the deliverables for the project meet a formally established standard of acceptance. Reviews are provided at critical points and specific responsibilities for the different levels of reviews during the life of the project are pre-defined. NOTHING is released from the project team to the client without at least one review. The plan will include:

1. Quality control for the project will utilize tools and methodologies for ensuring that all deliverables comply with approved quality standards.
2. Senior level staff and technical area experts will assist the Project Manager in verifying the quality standards are met for the deliverables.
3. Use of a **Technical Advisory Panel** made up of senior technical experts to review recommendations developed by the project team. These experts will attend the criteria committee meetings, constructability review meetings and workshops, as needed.
4. Regularly scheduled project coordination meetings between City and our project manager and project engineers.
5. Independent review of each technical work product before its submission to City.
6. Bi-monthly performance assessments from City.



General Scope of Work



UNDERSTANDING OF SCOPE OF SERVICES

PACE has carefully considered the appropriate approach to execute this project by reviewing the project RFP, 2018 VEFR, City's 2015 Draft Urban Water Management Plans (UWMP), interviews with City Staff, site visit to existing City's favorable Well No. 11 and No. 21, and to Well No. 22 project site. The project appears to be dictated by several key factors, including, but not limited to:

KEY FACTOR 1 – WELL HEAD LOCATION IS FIXED: Since the precise well location was pre-established and already in construction, a number of available site layout alternatives inadvertently will be limited to allow both ease in construction and future maintenance.

KEY FACTOR 2 – SITE IS NARROW AND LONG (34.4' x 153.15') AND MUST ALLOW BACK ACCESS TO EXISTING ELECTRICAL SUB-STATION: Since continuous access from the front of the property to the rear of the property is necessary for access to the existing electrical sub-station, this will greatly impact the final site's infrastructure and features, including the location, shape, size, and depth of the proposed detention basin.

KEY FACTOR 3 – AGGRESSIVE SCHEDULE TO PLACE WELL INTO OPERATION: While PACE and City staff can collaborate on an expeditious manner to "speed" up the design effort, the added time necessary to obtain all the necessary regulatory permits, comply with CEQA requirements, execute the City's bid process, construction, and start-up testing will pose a major challenge for the City to put Well No. 22 in operation within 6 months from completion of the drilling phase.

Additionally, at the pre-bid job walk, City staff indicated that there is a possibility that Well No. 22 can produce up to 3,000 gpm, and that depth of groundwater could be as deep as 300'. If the City's hydrogeologist consultant determines this is the case, the size of the well pump's electric motor and the back-up power generator will be quite large (approximately at 350 HP and 300 kW, respectively).

It is PACE's understanding that the City is seeking an engineering consultant that can:

- Size and design all civil, mechanical, electrical and instrumentation elements, with disinfection facilities, fencing, and consistent with current Low Impact Development (LID) standard practice
- Incorporate City's Standards, meet all Federal, State and Local requirements, meet all Department of Drinking Water regulations, follow Standard Specifications for Public Works Construction, and follow the American Water Works Association design specifications
- Coordinate and avoid both underground or overhead utility conflicts
- Assist City staff with the CEQA process

PROJECT OBJECTIVES

The following are project design goals and criteria for the well site improvements:

01 Provide Reliable Pumping

Reliability is a function of selection and installation of quality equipment, performance of scheduled preventative maintenance, and quality repair or capital replacement when equipment is at its end of service life. Our experience as designers, constructors, and operators will ensure that the City selects quality equipment, with local access and availability of parts. Our design will seek to maximize access for operating and servicing the equipment both in-place, with the ability to remove equipment when necessary. This will ensure that O&M staff can perform the preventative service and maintenance need and also have the ability to repair and replace in the future.



02 Provide Efficient Pumping

Under ideal condition to maximize efficiency, a City owned calibrated hydraulic model simulating new supply from the well will provide the most accurate system curve to properly size the pump. Assuming a calibrated hydraulic model is not available, PACE can assist City staff to develop a “simplified desktop” analysis to best estimate a system curve to match up with selection of quality efficient equipment to provide optimal performance.

03 Integration of Monitoring/Controls

The new well pump will need to be highly efficient and reliable with motor control equipment and backup power generation. During significant drop in pump performance conditions, security problems, or distribution main damage, it is important to immediately communicate information to the City’s master SCADA system efficiently for fast response.

04 Establish a “Template Design Approach” for Future Wells

While benefits from having a template design approach for the City is obvious, it is typically a challenge to implement new technologies, design approach, features, and equipment to an existing water system. PACE will work closely with City’s engineering and operation staff to get all stakeholders to buy-in during the design phase, follow with an instruction manual and hands-on training after construction is completed, and to maintain contact with City staff to make any necessary as-needed adjustments.

05 Security of Equipment & Small Space Available

Because the well site will need to be secured from vandalism, Additional fencing around the well and other critical equipment should be considered. Intrusion alarms can also be installed for added site security.

06 Commonality of Components and Parts

Where possible, we prefer commonality of components and parts between as many well sites as possible, which improves operability, replacement, and education of maintenance practices.

Work Plan



PROJECT APPROACH

PACE will provide a cohesive team of engineers and operators with extensive experience in the design and operation of water well facilities, including local, hands-on knowledge of the latest pump technologies and their application to the City's needs. PACE will meet the challenges head-on by working with the City's Project Manager, while involving the City's O&M staff early-on to address major components and ancillary items of the project.

STRATEGY 01

Assuming a calibrated hydraulic model is not available, develop a "simplified desktop" analysis to best estimate a system curve and motor size requirements. PACE can review City's water map, SCADA data, and to meet with operators to gain a detail understanding of how the system fluctuates with various flow patterns, in order to develop a simplified desktop hydraulic analysis to best estimate a new system curve with added flows supplied by the new water well. Once a system curve is finalized, PACE will size, and recommend all the major equipment, including the motor and the back-up generator.

STRATEGY 02



Involve City O&M staff early and often in the development of the final design option, plans and specifications. PACE will use past experience in the design, construction and operation of well production and pump stations to assist the City to determine an optimal design, and equipment selection for the job. PACE will start by meeting with the City's Engineering team, and with the O&M staff to understand and solidify the project objectives. PACE will study existing wells, existing di-urnal demand, water network maps, as-built drawings, O&M manuals, and SCADA data, to better understand current challenges which may also be incorporated into the project. PACE will make additional site visits, joined with the City's Project Manager and the O&M staff to also visit well sites that are deemed "the best" and "troublesome".

STRATEGY 03

Select and size pump and drive equipment based on maximum reliability and City's requirements. Many factors are typically evaluated during selection of critical equipment. Some clients know precisely which products and manufacturers they prefer, while others are open to new technologies, or simply not satisfied with current product performance, warranty claims, customer service, or replacement cost. City staff indicated their preference to use a General Pump Company vertical turbine pump capable of water flushing for the enclosing tube bearing in conjunction with a variable frequency drive (VFD) for pump control. PACE can offer insights based from long-standing experience with various pump and drive manufacturers, to help the City to identify reliable equipment meeting these parameters for the City to select from.

STRATEGY 04



Use 3D modeling for everyone to visualize the completed installation and quickly identify potential construction and operational conflicts. The initial design will be developed as a 3D Model, allowing the City and PACE team to visualize the completed installation and quickly identify potential construction and operational conflicts. PACE will then generate traditional drawings for bid. Progress drawing sets will be submitted to the City based on 60%, 90% and 100% draft complete milestones, and team will meet to review comments from Staff at each milestone before delivering 100% final plans and specifications.

STRATEGY 05

Identify all existing constraints to determine the viability and size of the City desired detention basin. PACE will use service of a quality sub-consultant to survey the site, including inverts of sewer manholes, storm drain manholes, catch basins, and top of water valves to determine maximum potential depth of the proposed detention basin. PACE will use service from our geotechnical sub-consultant to obtain soil borings and perform field testing to determine if percolation of runoff is an option for this site. PACE will evaluate City data on capacity of the existing storm drain pipe, pump-to-waste practice, and LID requirement to calculate minimum size of the detention basin. Lastly, PACE will recommended to the City to utilize optional service from our sub-consultant to pothole known underground utilities to ensure no utility conflicts with City's proposed waterline and storm drain line exist, in order to validate both the viability and size of the proposed detention basin concept.

To demonstrate PACE's abilities and commitment to assist the City with this project, below is a summary of the project's needs and initial approach thoughts, supplemented by 3D renderings and exhibits of PACE's preliminary Base Design Concept, as well as the Enhanced Design Concept (Optional). These approach elements and design concepts will be refined during early design stages through collaboration with City staff to ensure all needs are met. These approaches and concepts are meant to demonstrate the ingenuity of the design team.

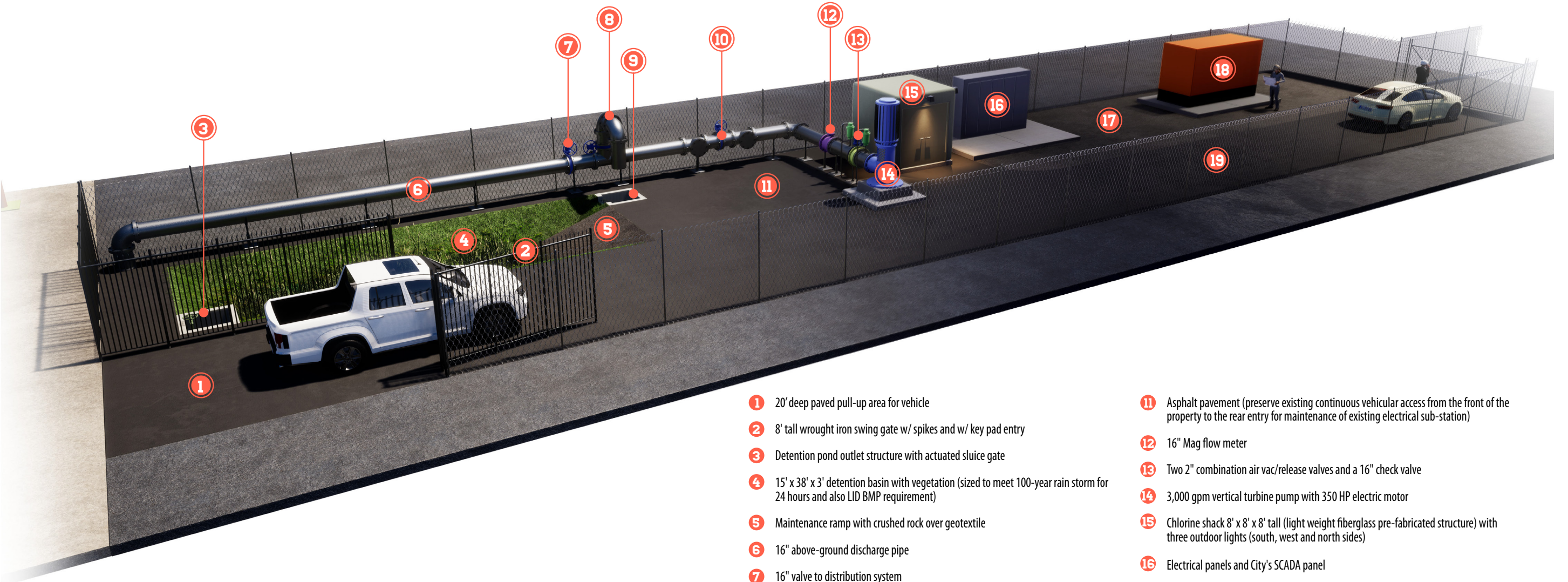
Base Design Concept / Enhanced Design Concept (Optional)		
Design Issues	Preliminary Evaluations	Conceptual Solutions
City desires to equip the well soon after the anticipated completion date for drilling of the well.	The tentative schedule prepared by PACE will reflect sub-consultants working in parallel whenever possible to fast track the design process. Additional time saving can be to pre-purchase longer lead time equipment.	PACE can perform a separate task to prepare specifications to pre-purchase equipment with longer lead time, including pump, motor, and or the motor control unit.
A low-maintenance detention basin is the City's preferred method to meet the LID requirement for this small lot. Are there option(s) available to simplify the project to reduce the basin footprint while still complying to LID requirements?	Detention basin will likely be allowed, and will be verified after the percolation tests and further evaluation by PACE's sub-consultants. The footprint may possibly be reduced if the impervious area of the site is reduced to below 50% of the total lot.	Since the existing access path to the rear side electrical sub-station is currently unpaved, improve the rear half of the lot with crushed rock and permeable geotextile to keep area pervious.
In addition to sizing the detention basin for the discharge rate and the well flushing cycle, how should the basin be sized to meet LID requirements?	If the downstream storm drain is inadequate to accommodate a 100-year storm event, then the detention basin may need to be sized for 100-year storage. Otherwise, the basin sizing should just be confirmed to be adequate for capturing the Water Quality Volume (WQV).	Assuming the site will be graded with a portion unpaved and permeable, and assuming the existing storm drain connection point as adequate depth, the detention basin could be sized at 15' x 38' x 3' deep to capture a 100-year storm.
Will additional water treatment be needed in the event of high iron and manganese or other undesirable constituents, and will the site have room to accommodate additional treatment needs?	While the City has the option to continue to exercise its permit waiver in the event Well No. 22 water is high in iron and manganese, treatment may still be desirable to avoid colored water or sediment accumulation. Options can be evaluated to ensure overall schedule is not impacted or treatment is phased for implementation after well comes online. Some treatment options may require additional land, given the small site footprint.	For high iron and manganese, consider media-based filtration system that has the ability to backwash and "regenerate" to avoid costly chemical injection. If phased alternative is desired, install a "16-inch double-tee-manifold" assembly on the discharge pipe to allow future connection to a treatment system without service interruption.
Is a new sewer line necessary for this site?	City will have the ability to contain spills, and sampling water can be disposed of in the detention basin, and therefore a sewer line is not required.	Provide containment around the chemical storage structure or use a spill pallet / platform system. Provide a drain line for sampling water to the detention basin.
What is the most likely CEQA requirement for the well equipping project?	Since the site was disturbed by prior occupant, and above-ground work in equipping a well head has minimal environmental impact, it is reasonable to assume Categorical Exemption after completion of an Initial Study.	PACE's sub-consultants to prepare the initial study, and to retrieve soil samples.
Traffic control plans and potholing necessary for storm drain and waterline installation on 50 th Street?	Traffic control plans and potholing were not identified in the RFP. Typically, both services would be required for 16" waterline and gravity storm drain. PACE is showing this as an optional task.	Anticipating the need for traffic control plans with flaggers on 50 th Street. Also anticipating one day of potholing effort.

Conceptual #1 - Base Design Concept

- 350 HP motor for a 3,000 gpm pump with applicable 16" piping, flow meter, and valves.
- 15' x 38' x 3' deep detention basin with storm drain pipe/manhole, an energy dissipator and an electric actuated outlet sluice gate.
- 8' x 8' x 8' chlorine disinfection pre-fabricated storage structure.
- Electrical panels including SES, ATS, MCC and SCADA panel.
- 300kW on-site back-up generator.
- 55 feet of 8' tall wrought iron security fencing/automatic swing gate along the frontage, with 134 feet of 8' tall chain link fence with razor wire on the westerly property boundary.

BENEFITS

- Detention basin shown is sized to attenuate 100-year rain storm for 24 hours, and meet LID requirement.
- Site secured and reliable with a back-up power source.
- Similar to existing wells that are favorable to City staff.
- Allow for continuous vehicular access from the front to the rear of the site.



- 20' deep paved pull-up area for vehicle
- 8' tall wrought iron swing gate w/ spikes and w/ key pad entry
- Detention pond outlet structure with actuated sluice gate
- 15' x 38' x 3' detention basin with vegetation (sized to meet 100-year rain storm for 24 hours and also LID BMP requirement)
- Maintenance ramp with crushed rock over geotextile
- 16" above-ground discharge pipe
- 16" valve to distribution system
- 16" pump to waste outlet with 16" valve and an air-gap separation
- Energy dissipator
- Double-tee and valve for potential future treatment connection
- Asphalt pavement (preserve existing continuous vehicular access from the front of the property to the rear entry for maintenance of existing electrical sub-station)
- 16" Mag flow meter
- Two 2" combination air vac/release valves and a 16" check valve
- 3,000 gpm vertical turbine pump with 350 HP electric motor
- Chlorine shack 8' x 8' x 8' tall (light weight fiberglass pre-fabricated structure) with three outdoor lights (south, west and north sides)
- Electrical panels and City's SCADA panel
- Crushed rock over geotextile to allow surface to be pervious
- Back-up 300 kW generator - the generator provides added power redundancy for well pumping, security system, and lighting
- New 8' tall chain line fence with razor wire to match existing fence



A walk-through video of the proposed base design concept during the day and night.
https://youtu.be/YmgY5be_JQ

Conceptual #2 - Enhanced Design Concept (Optional)

- 350 HP motor for a 3,000 gpm pump with applicable 16" piping, flow meter, and valves.
- 15' x 38' x 3' deep detention basin with storm drain pipe/manhole, an energy dissipator and an electric actuated outlet sluice gate.
- 8' x 8' x 8' chlorine disinfection pre-fabricated storage shed.
- Electrical panels including SES, ATS, MCC and SCADA panel.
- 300kW on-site back-up generator.
- 189 feet of 8' tall wrought iron security fencing/automatic swing gate along the frontage and the westerly property boundary.
- 6' x 6' x 10' tall removable 4-posts shade structure with 3' x 3' access hatch over the motor.
- Two 10' x 8' x 10' tall removable 4-posts shade structure over the electrical panels.
- Two 10' x 8' x 10' tall removable 4-posts shade structure over the back-up generator.

BENEFITS

- Detention basin shown is sized to attenuate 100 year rain storm for 24 hours, and meet LID requirement.
- Site secured and reliable with a back-up power.
- Similar to existing wells that are favorable to City staff.
- Allow for continuous vehicular access from the front to the rear of the site.
- Provides moisture barriers to protect corrosion to equipment, and minimizes risk from electrical shock to City operators.
- Reduces risk of over-heating equipment, and provides shades to City operators.



- 1 20' deep paved pull-up area for vehicle
- 2 8' tall wrought iron swing gate w/ spikes and w/ key pad entry
- 3 Detention pond outlet structure with actuated sluice gate
- 4 15' x 38' x 3' detention basin with vegetation (sized to meet 100-year rain storm for 24 hours and also LID BMP requirement)
- 5 Maintenance ramp with crushed rock over geotextile
- 6 16" above-ground discharge pipe
- 7 16" valve to distribution system
- 8 16" pump to waste outlet with 16" valve and an air-gap separation
- 9 Energy dissipator
- 10 Double-tee and valve for potential future treatment connection
- 11 Asphalt pavement (preserve existing continuous vehicular access from the front of the property to the rear entry for maintenance of existing electrical sub-station)
- 12 16" Mag flow meter
- 13 Two 2" combination air vac/release valves and a 16" check valve
- 14 3,000 gpm vertical turbine pump with 350 HP electric motor with 6' x 6' x 10' tall removable 4-post shade structure with lights, with a 3' x 3' access hatch, and with 3' tall sun shield on the south and west face side
- 15 Chlorine shack 8' x 8' x 8' tall (light weight fiberglass pre-fabricated structure) with three outdoor lights (south, west and north sides)
- 16 Electrical panels and City's SCADA panel with two 10' x 8' x 10' tall removable 4-post shade structure with lights and passive vents and with 3' tall sun shield on the south and west face side
- 17 Crushed rock over geotextile to allow surface to be pervious
- 18 Back-up 300 kW generator - the generator provide added power redundancy for well pumping, security system, and lighting with two 10' x 8' x 10' tall removable 4-post shade structure with lights and passive vents and with 3' tall sun shield on the south and west face side
- 19 New 8' tall wrought iron fence w/ spikes



A walk-through video of the proposed enhanced design concept during the day and night.
<https://youtu.be/TVwGhw0wf8Y>

DETAILED SCOPE OF WORK

PACE has developed the following scope of work to coincide with instructions specified in the RFP, broken down into multiple primary categories. The separately attached "Fee Proposal" is based on PACE's preliminary Base Design Concept, not the Enhanced Design Concept (Optional). PACE is not responsible for any regulatory permit fees, and any fees from the City. City can opt for PACE to pay the fees as-needed, and be reimbursed by the City on a monthly basis. Furthermore, optional tasks are identified but not all fees are included due to unknowns at this time. However, PACE can work closely with City staff to eliminate such unknowns, whereby additional fees can be negotiated and agreed upon prior to award of the project contract. If the City selects the optional Enhanced Design Concept, PACE can hire a structural sub-consultant for the design of removable shade structures. As for the preliminary schedule, it too was based on the Base Design Concept, and optional tasks are not displayed at this time. It is important to point out that while the preliminary schedule shows approximately 27 weeks from start to final construction bidding documents due to the anticipated CE process for CEQA compliance, the schedule could be extended if mitigations are necessary, resulting in the need to prepare an optional MND with additional technical reports.

ITEMS NEEDED FROM THE CITY

Based on the Scope of Work presented herein, PACE anticipates requesting the following information from the City:

1. As-built plans of underground utilities, specifications and engineering reports of existing well(s) that City staff finds favorable, and details on the preferred type of back-up generator.
2. Existing geotechnical reports, soils investigations and slope stability evaluations.
3. Existing Operations & Maintenance Manuals for City's water wells.
4. Copies of the current documented PLC and HMI programs for the existing water well RTU.
5. Hydraulic model to determine new system curve with new water well. If not available, provide other pertinent water network maps for a simplified desktop analysis.
6. Copies of the current software for SCADA system, as well as standard SCADA object databases for the existing water SCADA system.

TASK 1

PRELIMINARY DESIGN DEVELOPMENT/BASIS OF DESIGN REPORT

1.1 Project Management and Meetings

- ◆ **Project Kick-off Meeting** – PACE will initiate a project and kick-off meeting for the purpose of reviewing the project scope and objectives and for receiving pertinent project information from the City, and to visit the sites to gather additional information.
- ◆ **Progress Meetings and Project Management** – PACE will develop a project schedule using Microsoft Project, showing pertinent tasks, milestones, staff review time (two weeks typical), etc. and will be updated for every progress meeting.

1.2 Data Collection & Review

- ◆ **Review Existing & New Information** – PACE will review all available information and record drawings to determine if detention basin is a viable option to satisfy BMP and LID requirement for the City, as well as to develop alternatives for the new well. Furthermore, PACE will assist the City to request all 3rd party underground utilities record drawings for preparation of base maps for design.
- ◆ **System Curve** – If the City does not have a calibrated hydraulic model to determine a system curve, PACE will perform a simplified desktop analysis to best estimate the projected new system curve for the purpose of accurately sizing the electrical equipment and the back-up generator.
- ◆ **Topographic Survey** – PACE will hire a separate sub-consultant to provide topographic survey of the site for any pipeline alignments as requested by the City.
- ◆ **Geotechnical Investigation** – PACE will hire a separate sub-consultant to drill two exploratory borings to a maximum depth of 15 to 30 feet, or until refusal. One composite soil sample of the well site will be submitted to a California ELAP certified laboratory under chain-of-custody control and these samples will be analyzed for TPH carbon chain speciation, VOCs and Oxygenates, SVOCs, PCBs, OCPs, and Title 22 metals. Percolation testing will also be performed for two five-foot deep test borings water infiltration rate. Laboratory testing for geotechnical evaluation will include and not be limited to moisture and density of in-situ samples, sieve analysis, soils corrosivity, expansion index and atterberg limits tests, R-value, and direct shear. The geotechnical report will provide recommendation for design parameters such as seismic, backfill, shoring, shallow foundation, mat foundation, pavement design, percolation test data and infiltration rates, and corrosion. If necessary, traffic control will be in accordance to the WATCH manual.

1.2 ... cont'd

- ◆ **Potholing (Optional)** – Potholing is recommended to avoid utility conflicts and also will provide important design restrictions in sizing of the proposed detention basin (assumed 1 day of pothole with traffic control).

1.3
Basis of Design
Report (BODR)
(90% and 100%
Final BODR with
Cost Estimates)

- ◆ Recommendation with Concept Plans for the well's final alternative.
- ◆ Sizing and recommendation of detention basin, pipe, pump, motor, electrical equipment, back-up generator, etc.
- ◆ Evaluation and recommendation of monitoring and control I/O points to be integrated with City's SCADA.
- ◆ Prepare, submit, and meet with City for 90%, and 100% final BODR with cost estimates.

TASK 1 DELIVERABLES BODR to include conceptual plans, sections, elevations, exhibits, general outline specifications that identify major material and equipment selected, and preliminary cost estimates. All documents listed above, including findings from system curve, optional potholing data, and geotechnical investigations shall be delivered in electronic (PDF) format via direct email or PACE's secure FTP site.

TASK 2

CONSTRUCTION AND SPECIFICATION PREPARATION

2.1
Project Design
Coordination
Meetings

- ◆ **Project Kick-off Meeting** – PACE will initiate a project kick-off meeting for the purpose of obtaining a clear understanding of the project elements.
- ◆ **Progress Meetings and Project Management** – PACE will develop a project schedule using Microsoft Project, showing pertinent tasks, milestones, staff review time (two weeks typical), etc. and will be updated for every progress meeting.

2.2
Environmental
Compliance and
Permitting

- ◆ **Preparation of an Initial Study / CEQA Categorical Exemptions** – PACE will hire a separate sub-consultant to prepare the Initial Study (IS) analysis, in anticipation findings will provide justification to support Categorical Exemption (CE) for environmental documents. Tasks include preparation of a robust project description for the well facility, draft IS, public notifications, and the Mitigation Monitoring and Reporting Program (MMRP). Anticipated required technical reports include air quality / GHG and Energy technical memo, and cultural records search with the summary memo (does not include a full cultural technical report). PACE's geotechnical consultant will provide a separate technical report pertaining to soil. If additional optional technical reports or efforts are needed, PACE and its sub-consultant will promptly provide a reasonable fee for such tasks to avoid any potential delays.
- ◆ **Preparation of an IS / Mitigated Negative Declaration (MND) (Optional)** – PACE's sub-consultant to prepare the IS analysis in anticipation of the need for the MND. Tasks include preparation of a robust project description for the well facility, draft IS, response to comments on the Draft IS/MND, the Mitigation Monitoring and Reporting Program (MMRP), and the Final IS/MND. Sub-consultant will post one NOIA at the County Clerk office, send 15 NOI's to responsible agencies / organizations / individuals, NOI direct mailers (up to 20 residents / property owners), and prepare the NOC. Sub-consultant will also prepare and circulate by mail 25 CDs of the Draft IS/MND to various state clearing house and responsible agencies, file with CDFW, and post one NOD at the County Clerk office. If additional optional technical reports or efforts are needed, PACE and its sub-consultant will promptly provide a reasonable fee for such tasks to avoid any potential delays.
- ◆ **Assist with Securing Necessary Approval and Plan Checks from Regulatory Agencies**
- ◆ **Prepare BMPs to Satisfy LID Requirement** – PACE will assist City to select the required BMPs for the project. City staff indicated they currently have an active discharge permit up to 100,000 gallons. PACE will also identify any thresholds that may exempt the project from being required to meet LID standard.
- ◆ **Assist the City to Coordinate with Other Agencies Owning Utilities to Avoid Conflicts**

2.3 Construction Plans, Specifications and Estimate (PS&E)

- ◆ **60% Plans and Cost Estimate Submittal**
- ◆ **90% Plans Submittal**
- ◆ **100% Draft Plans, with Specifications and Cost Estimate Submittal**
- ◆ **100% Final Plans, with Specifications and Cost Estimate Submittal**
- ◆ **Traffic Control Plans (Optional)** — Due to the industrial nature of the project site, and the alignment of proposed pipelines, traffic impact to businesses and motorists should be considered. Since this RFP did not require traffic control plans, PACE is showing this as an optional task. Due to unknowns at this time, no fee estimate is provided in preparing any traffic control plans.

TASK 2 DELIVERABLES 60%, 90%, 100% Draft, and 100% Final Design Plans and Specifications, and cost estimates. Final plans shall incorporate City's Standard Plans, meet all regulatory requirements, meet all Department of Drinking Water (DDW) regulations, Standard Specifications for Public Works Construction, and AWWA design specifications. All applicable documents, permits, and plans shall be delivered in electronic (PDF) format via direct email or PACE's secure FTP site. Final plans shall be signed and stamped on 4 mil, D-size mylar sheets, and shall also be provided to the City in AutoCAD format, unless otherwise specified by the City. Balance of construction documents shall be in Microsoft Word and/or in Excel.

TASK 3 PREPARATION OF A WATER MONITORING PLAN AS REQUIRED BY DDW

DELIVERABLES 100% Final Water Monitoring Plan as required by DDW. All applicable documents shall be delivered in electronic (PDF) format via direct email or PACE's secure FTP site.

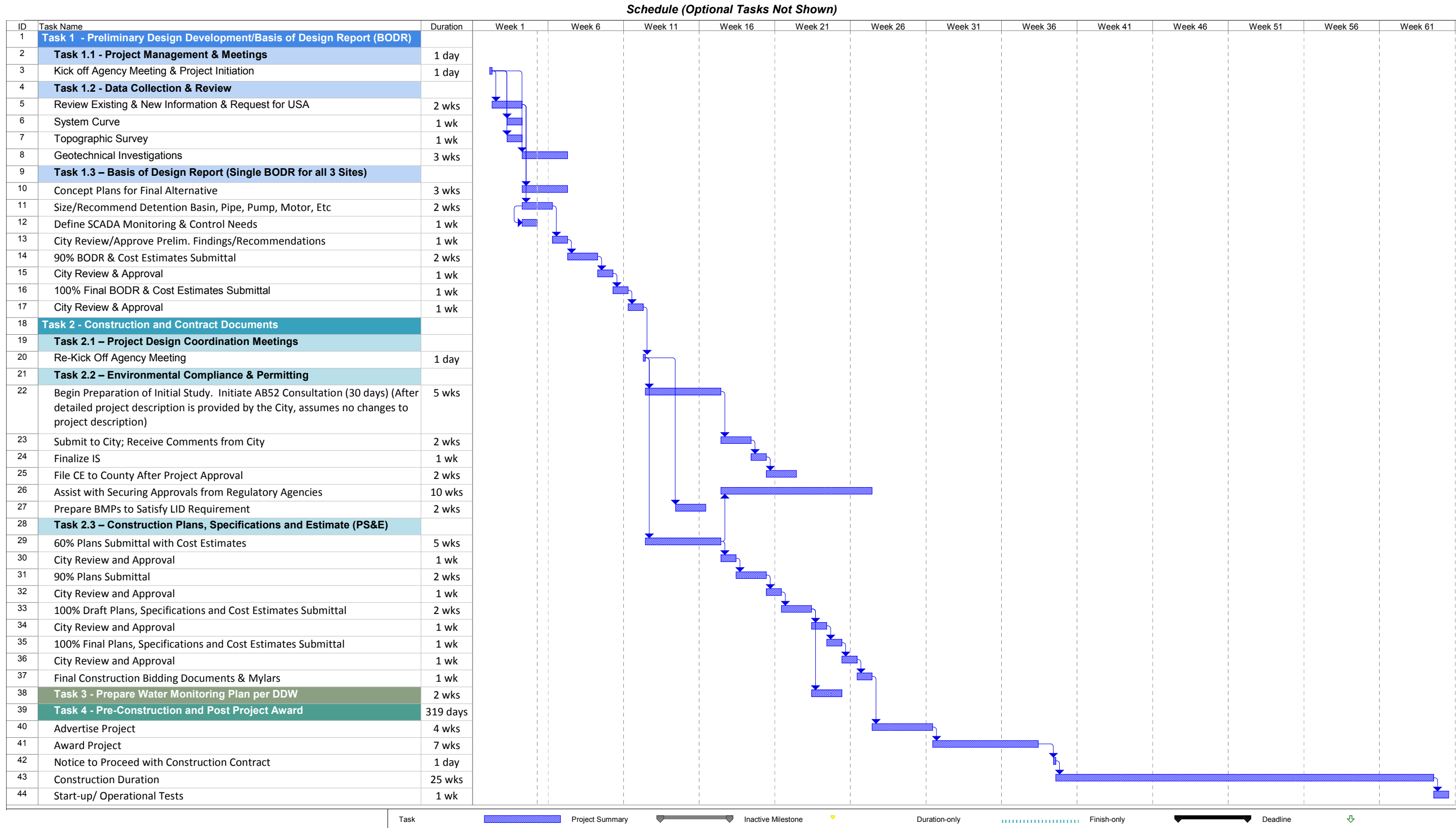
TASK 4

PRECONSTRUCTION AND POST PROJECT AWARD

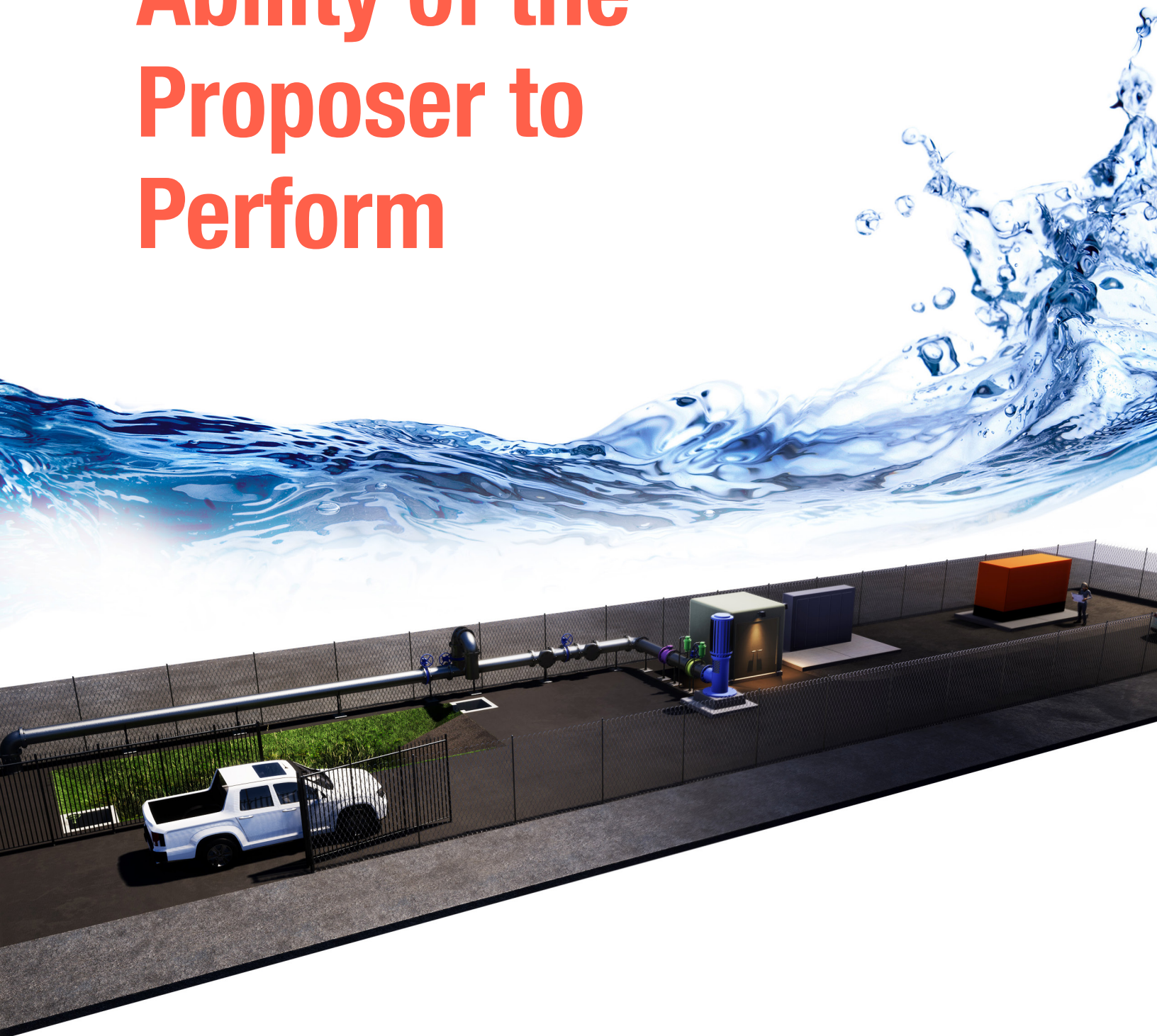
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|---|--|
| 4.1 | ◆ Presentation and Public Meetings, and to Assist City to Complete CEQA CE Process (Up to 3 Meetings) |
| 4.2 | ◆ Pre-Bid Engineering Support (Mandatory Construction Meeting, Prepare Addendums, etc.) |
| 4.3 | ◆ Assist with Bid Selection, Review of Bids & Contract Negotiation |
| 4.4
Construction
Engineering
Support | <ul style="list-style-type: none"> ◆ Coordination of Project Construction with the Primary Contractor for RFIs (Up to 15) ◆ Review and Approve All Shop Drawings and Submittals (Up to 30) ◆ Oversee Operational Tests to Describe All Performance Characteristics (As-Needed w/ T&M) ◆ Start-up and Commissioning Plan (Optional) — PACE's sub-consultant to provide a detailed plan identifying all start-up activities with individual check boxes for each item performed. |

TASK 4 DELIVERABLES PACE will prepare exhibits, attend and make presentations as directed by the City for up to three City Council meetings and/or public hearings. PACE will attend the mandatory construction meeting, prepare necessary addendums, assist with bid selection, review bids, and assist with contract negotiation. PACE will provide construction engineering support, including review of up to 15 Request for Information (RFI), and review and approve up to 30 shop drawings and submittals. PACE's sub-consultant will provide on-site start-up and equipment operational tests on a Time & Material basis. As an optional task, PACE's subconsultant can offer additional service to provide City with a detail plan identifying all start-up activities with individual check boxes for each item performed. All applicable documents shall be delivered in electronic (PDF) format via direct email or PACE's secure FTP site.

Project Schedule



Ability of the Proposer to Perform



COMPANY BACKGROUND AND QUALIFICATIONS

Pacific Advanced Civil Engineering, Inc. (PACE) is a specialized civil engineering firm offering advanced water resource services. We offer a wide range of engineering services related to water, wastewater, stormwater management and water resource permitting and regulatory compliance to ensure projects are both economically viable and environmentally sustainable. Our engineering approach focuses on maximizing value by creating multi-use infrastructure systems, cost-effective phasing strategies and systems that include environmental, aesthetic and recreation uses. PACE staff members include licensed professional engineers with PhDs, scientists, university instructors and policy-makers in the water resource arena.

Incorporation State and Year:
California, 1987

Firm Type:
Environmental / Civil Engineering

Size: **75 employees (approx.) / 66 located in Southern California**

Proximity to City's Offices and Facilities:
Approx. 35 miles (same day responsiveness)

CA DIR Registration #: **10000017902**

CORPORATE STATISTICS

With over 30 years of experience within the water and wastewater treatment and infrastructure arena, PACE has significant expertise in the following service areas relevant to this project:

Water Process & Infrastructure Evaluations and Master Planning

Water Quality Assessment, Treatment Development, Planning, and Permitting

Distribution Infrastructure Component Design / System Improvements

Construction and O&M Cost Estimating

Field Assistance / Construction Management

Energy Efficiency Evaluation & Alternative Energy System Design Value Engineering

Controls and Instrumentation

Relevant Capabilities

Engineering expertise in advanced water treatment is balanced by creativity in design led by hands-on senior team members. Key capabilities the PACE team offers for this project include the following:

01 Experience Designing an Average of a Pump Station Per Week for the Last 30+ Years

Since our founding in 1987, PACE has specialized in the planning, design, development, and long-term operation of water infrastructure; with a specific emphasis on pumping facilities. Our projects range from simple individual well / pump and tank facilities to complex coordinated multi-site production, treatment, storage and distribution systems. Over the past 30 years, we have provided a multitude of design services to both public and private clients. Averaging design of a "pump station a week", these facilities range in capacities from a few hundred gallons per minute to over a million gallons per minute (1.5 billion gallons per day). Our "library of knowledge" on pumping systems will allow us to provide the City with unique and creative solutions that maximize serviceability, efficiency and longevity.



02 Advanced Treatment Focus

PACE has designed hundreds of treatment facilities for municipalities and land developers in both traditional design-bid-build and design-build settings. Our experience is not only with design-related tasks, but also with construction and operation of our treatment facility designs, allowing us to consistently provide practical engineering solutions at or below established project budgets. Treatment facility experience includes potable water, stormwater, and wastewater, as well as advanced water recycling of highly contaminated waste streams such as irrigation tailwater and produced water from fracking operations.

03 Advanced Understanding of Project Controls and Instrumentation

PACE has an in-house Instrumentation & Control (I&C) group which specializes in the design, fabrication, programming, commissioning, and trouble-shooting of water infrastructure control and SCADA systems. Our I&C staff are experienced in a multitude of PLC, DCS, HMI and SCADA platforms including Wonderware, Allen Bradley, Modicon, Siemens, iFIX, and Ignition. Equipped with the latest in programming software and a complete controls lab for development and functional testing, PACE will provide superior electrical and control design for your project through an intimate knowledge of both the control components and application to the physical pumping process. Additionally, if requested, we can provide full integration services for the project, acting as the “City’s Integrator”.



04 Background in Construction and Operations of Treatment Facilities to Optimize Design

The project team offers a unique background with design-build delivery, which requires extensive focus on constructability and operability. This background has molded into a design philosophy of making facilities simple and flexible to operate, while meeting challenging water quality goals. This background also provides the benefit of intimate knowledge of current construction costs and strong equipment vendor relationships, which leads to early and accurate project cost estimating. The client benefits from the team’s first-hand understanding of the needs of operations staff and design for ease of equipment access / replacement, simplified operational programming, flexibility in operations, and automation in key facility processes. Unique to most engineering companies, many of our licensed process design engineers are also certified water and/or wastewater treatment operators, have direct field experience commissioning, operating and trouble-shooting water and wastewater treatment systems.

05 Expertise in Design of a Wide Range of LID Systems in Compliance with NPDES Requirements

Engineering design capabilities to design a variety of specialized stormwater management systems which involve water quality treatment of urban drainage, including both local systems and large regional treatment systems. Develop specialized and advanced systems with new technology that integrate “naturalized” treatment that provide habitat benefits. We can offer a selection of appropriate LID applications, ranging from infiltration, bioretention, biotreatment, and others that will meet water quality treatment and MS4 objectives.

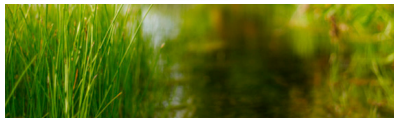


06 In-House Water Quality and Pilot Testing Laboratory to Refine Process Design Components

PACE has an in-house laboratory group that provides piloting, water quality assessment, monitoring, and consulting that is vital to ensuring proposed projects will work properly and meet criteria for budget. Municipalities have utilized our laboratory on projects such as the City of Huntington Beach Talbert Lake Alternative Water Supply Project, and Wells 3, 6, 8, and 9. PACE owns over 10 different types of bench scale equipment for water treatment and quality adjustment testing services, and recently performed bench scale piloting for recycled water treatment of nutrients and organics for the new NFL stadium in Los Angeles.

SUBCONSULTANTS

TOPOGRAPHIC SURVEY Guida Surveying, Inc. (Guida) is a multi-disciplined land surveying firm that provides project-based and on-call geomatics services throughout Southern California. Guida's field crews utilize Trimble S7 with Vision technology total stations, Trimble R10 GNSS receivers, and Trimble TSC3 and TSC7 data collectors. For data processing, point code reduction, and GPS adjustments, Trimble Business Center is utilized. Guida also recently purchased the Trimble SX-10 and utilizes Leica C10 laser scanners and Cyclone software. In addition, the firm owns and operates DJI Phantom 4 Pro unmanned aerial vehicles (UAV).



ENVIRONMENTAL DOCUMENTATION VCS Environmental is a full service environmental consulting firm with 20 staff located in San Juan Capistrano founded in 1996. VCS brings a diverse range of qualifications with decades of experience to provide expert solutions to each and every project — whether related to project entitlement, CEQA/NEPA, wetlands restoration, biology, jurisdictional waters and wetlands regulations or cultural resources.

GEOTECHNICAL Converse Consultants (Converse) provides geotechnical engineering and geological services. Their professional and technical staff includes in-house geotechnical engineers, engineering geologists, environmental scientists, deputy inspectors, laboratory and field technicians, drafting/CAD specialists, and other specialized support personnel. Their laboratories are certified by the Division of the State Architect (DSA), California Department of Transportation (Caltrans), US Army Corps of Engineers, American Association of State Highway and Transportation Officials (AASHTO), and the Cement and Concrete Reference Laboratory (CCRL).



OPERATIONAL STARTUP TESTING Rockwell Construction Services, LLC (RCS) offers constructability review of plans and specifications prior to release for bid and/or after award of bid, Electrical and I&C budget preparation, project schedule review and coordination, submittal review, Electrical and I&C project inspection and quality assurance, change order evaluation, startup and testing assistance, electrical utility coordination, existing site investigation and evaluation specializing in the Water/Wastewater industry.

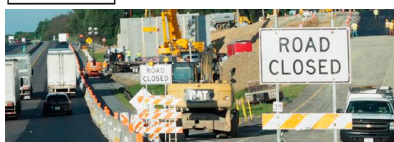
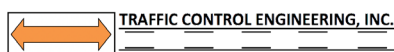
Optional Subconsultants



POTHOLING Since 2004, Pacific Coast Locators has been in business and been able to meet the demand for Subsurface Utility Locating and marking services. Each of their 11 technicians are qualified and competent in the field of Subsurface Utility Locating. This includes locating buried utilities for proposed drilling, sample borings and other remediation activities, as well as locating Underground Storage Tanks. Ground Penetrating Radar and Electro-Magnetic utility locating equipment is used to clear and mark-out all underground utilities in the areas of concern on-site.

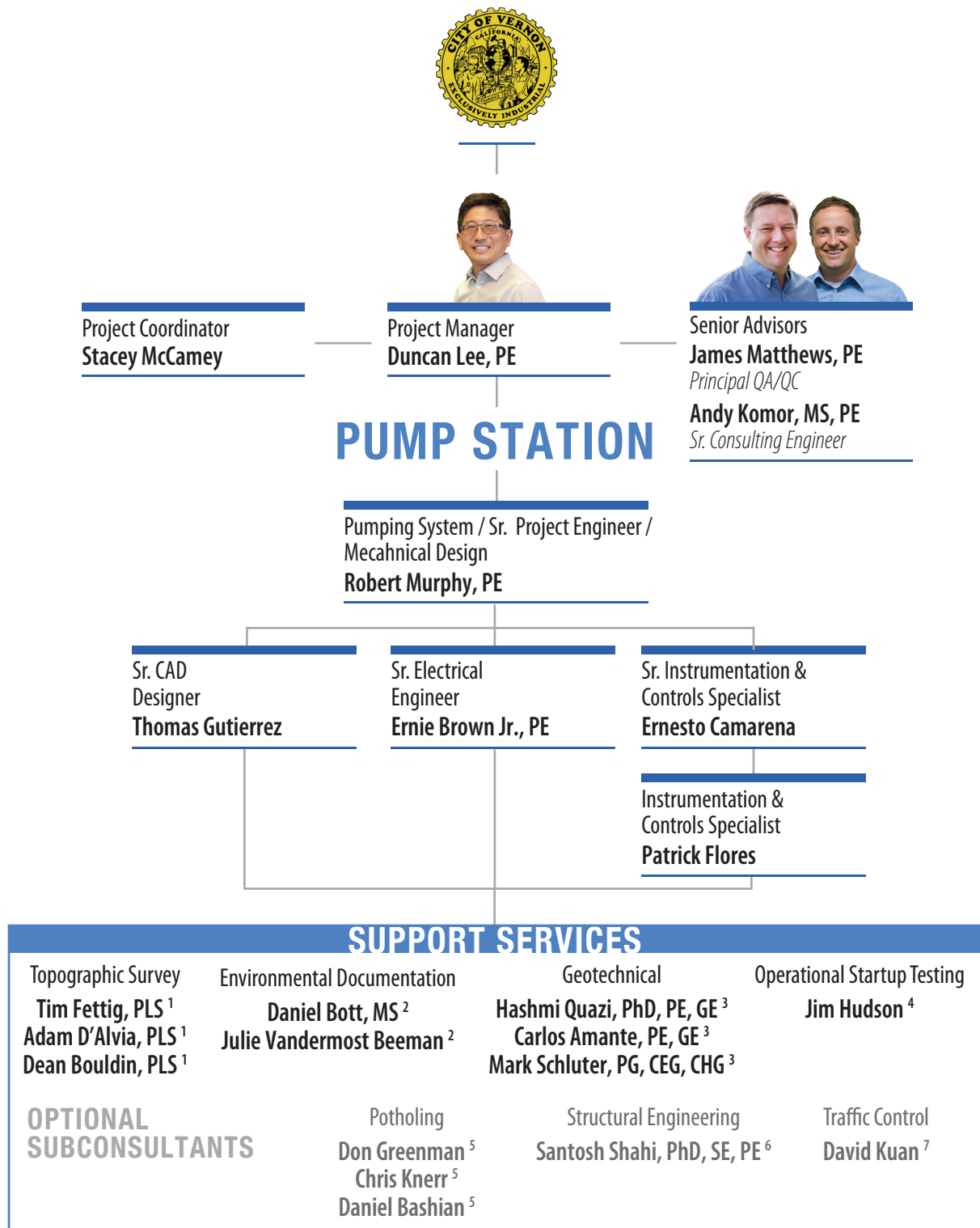
STRUCTURAL ENGINEERING Santosh Shahi has over 18 years of hands on experience and complex structural engineering projects and will provide structural engineering support to the design team. He has extensive experience in the area of structural retrofit, new designs and non-structural components anchorage and support.

SANTOSH SHANHI



TRAFFIC CONTROL Organized in 1989, Traffic Control Engineering, Inc. specializes in traffic and transportation engineering including preparing traffic control plans and detour plans for construction work in or about public streets, and conducting traffic impact studies and alternative alignment evaluation for constructing underground utility lines. Traffic Control Engineering, Inc. has prepared traffic control plans for Caltrans as well as various cities, counties, water districts, and private contractors throughout Southern California.

ORGANIZATION CHART



SUB-CONSULTANTS

1. Guida Surveying, Inc.
5. Pacific Coast Locators, Inc.

2. VCS Environmental
6. Santosh Shahi

3. Converse Consultants
7. Traffic Control Engineering, Inc.

4. Rockwell Construction Services, LLC

PROJECT TEAM

MEMBER QUALIFICATIONS

NAME, TEAM ROLE, % OF TIME AVAILABLE FOR THEIR EFFORT	EXPERIENCE, EDUCATION, & PROFESSIONAL REGISTRATION	EXPERTISE AREAS	RELATED PROJECT EXPERIENCE
PACE			
DUNCAN LEE, PE <i>Project Manager</i> AVAILABILITY 40%	30 years BS Civil Engineering, California State University, Long Beach PE – CA: 44825	<ul style="list-style-type: none"> • Water treatment • Pump stations • QA/QC review • Municipal water, sewer, and storm drain improvements • Water and wastewater infrastructure • Construction management • Rate studies • O & M • Construction cost estimating • Feasibility and planning studies 	<ul style="list-style-type: none"> • City of Huntington Beach Well 9 Treatment System • City of Manhattan Beach Larsson Street Booster Pump Station Upgrade • City of Huntington Beach New Well 1 • City of Huntington Beach Peck Reservoir and Booster Pump Station • City of Huntington Beach Edwards Hill Booster Pump Station • City of Huntington Beach Overmyer Reservoir and Booster Pump Station • LADWP East Valley Water reclamation Project • City of Newport Beach Marine Avenue Storm Drain Pump Station • Santa Margarita Water District Pico Recycled Water Pump Station • Santa Margarita Water District Talega Lift Station
JAMES (JAMIE) MATTHEWS, PE <i>Principal / QA/QC</i> AVAILABILITY 30%	26 years BS Civil Engineering, San Diego State University Wastewater Treatment Operator Certification: Arizona PE – CA: 57446	<ul style="list-style-type: none"> • Water treatment • Pump stations / mechanical • Instrumentation & controls systems • Water conveyance and distribution • Pipeline systems / hydraulics • Water storage facilities • Quality control review oversight 	<ul style="list-style-type: none"> • BNSF Groundwater Wells, Water Tank and Booster Pump Station • City of Huntington Beach Well 9 Treatment System • City of Manhattan Beach Larsson Street Booster Pump Station Upgrade • City of Huntington Beach Peck Reservoir Pump Station Improvements • LACFD Fire Camp 11 and Henninger Flats Campground Wells and Potable Water Treatment System • South Orange County Potable Water Iron Filtration System • San Diego County Public Water System Wellhead Treatment System • Mountain House Tanks and Dual Zone Booster Pump Station & Westside Booster Pump Station • City of Lathrop Mossdale Landing Potable Water Pump Station • City of California City SCADA Server Improvements • City of Dateland Wellhead Treatment Systems and Automation • Santa Ana Country Club Pretreatment GAC Filtration System • Los Angeles Country Club Wells and Ozone Injection System • Mesa Water Well Rehabilitation, Automation & Ozone Treatment • Grizzly Ranch Potable Treatment / Distribution Infrastructure • Orange County Sanitation District City Water Pump Station Power Supply Upgrade

NAME, TEAM ROLE, % OF TIME AVAILABLE FOR	EXPERIENCE, EDUCATION, & PROFESSIONAL REGISTRATION	EXPERTISE AREAS	RELATED PROJECT EXPERIENCE
ANDY KOMOR, MS, PE <i>Sr. Consulting Engineer</i> AVAILABILITY 30%	19 years MS Civil and Environmental Engineering, Arizona State University BS Civil Engineering, University of Minnesota PE – CA: 64928	<ul style="list-style-type: none"> Advanced potable water treatment Pumping / mechanical equipment Pipeline systems / hydraulics Water storage facilities Sediment / suspended solids management New technology research & development Bench-scale pilot testing Project management 	<ul style="list-style-type: none"> City of Huntington Beach Well 9 Treatment System City of Huntington Beach Peck Reservoir Pump Station Improvements San Diego County Public Water System Wellhead Treatment System Mountain House Tanks and Dual Zone Booster Pump Station & Westside Booster Pump Station City of Lathrop Mossdale Landing Potable Water Pump Station Bow River Harmony Reservoir and Water Treatment Plant Lenain Water Treatment Plant Operations and Water Infrastructure Consulting and Engineering Dateland Wellhead Treatment Systems and Automation Los Angeles Country Club Wells and Ozone Injection System Santa Ana Country Club Pretreatment GAC Filtration System El Toro Water District Chloramination Injection Facilities at R1 and R2 Reservoirs Upper Oso Reservoir Recycled Water Sulfide Treatment System Mesa Water District Well rehabilitation, Automation and Ozone Treatment Sweetwater Authority OD Arnold Hydropneumatic Pump Station Replacement Orange County Sanitation District Water Pump Station Power Supply Upgrade
ROBERT MURPHY, PE <i>Pumping System / Sr. Project Engineer</i> AVAILABILITY 40%	13+ years BS Civil Engineering, California State University, Long Beach PE – CA: C83207	<ul style="list-style-type: none"> Potable water treatment Pump station / mechanical Water conveyance and distribution Reclaimed water systems Water storage Well design / wellhead treatment Surveying services management Plans and specifications Cost estimating 	<ul style="list-style-type: none"> BNSF Groundwater Wells, Water Tank and Booster Pump Station Huntington Beach Well 9 Treatment System City of Manhattan Beach Larsson Street Booster Pump Station Upgrade San Diego County Public Water System Wellhead Treatment System Mountain House Potable Water Storage Tank and Booster Pumping Station Upper Oso Reservoir Emergency Water Quality Improvements Super Oxygenation System El Toro Water District Disinfection System Improvements Oso Creek Nuisance Water Pump Station and Treatment Dateland Water Treatment Plant
ERNIE BROWN JR., PE <i>Sr. Electrical Engineer</i> AVAILABILITY 30%	43+ years BS Electrical Engineering, Chicago, Technical College PE – CA: E16216 PE – NV: 15238 PE – AZ: 36958	<ul style="list-style-type: none"> Water treatment electrical systems Pump stations Pumping facilities Oil and gas Petrochemical and bio-refinery projects 	<ul style="list-style-type: none"> City of Huntington Beach Well 9 Treatment System City of Manhattan Beach Larsson Street Booster Pump Station Upgrade City of Huntington Beach Peck Reservoir Pump Station Improvements Santa Monica City Services Building Rainwater and Well Treatment & Recycling OD Arnold Pump Station Mission Village Temporary Pumping Plant City of Redondo Beach Rindge Sewer Pump Station Stanford University Stormwater Pump Station River Islands Urban Stormwater Management System / Pump Station System Los Angeles Department of Water and Power Water Filtration Facility

NAME, TEAM ROLE, % OF TIME AVAILABLE FOR	EXPERIENCE, EDUCATION, & PROFESSIONAL REGISTRATION	EXPERTISE AREAS	RELATED PROJECT EXPERIENCE
ERNESTO CAMARENA <i>Sr. Instrumentation and Controls Specialist</i> AVAILABILITY 30%	25+ years Associate Degree, ITT Technical Institute	<ul style="list-style-type: none"> • Water treatment Process and instrumentation design • Controls and automation design for wells and pump stations • Storage reservoirs • Water treatment • Process flow schematics • Conceptual design exhibits • QA / QC 	<ul style="list-style-type: none"> • City of Huntington Beach Well 9 Treatment System • City of Manhattan Beach Larsson Street Booster Pump Station Upgrade • South Orange County Potable Water Iron Filtration System • San Diego County Public Water System Wellhead Treatment System • Mountain House Tanks and Dual Zone Booster Pump Station & Westside Booster Pump Station • City of Lathrop Mossdale Landing Potable Water Pump Station • City of California City SCADA Server Improvements • Lenain Water Treatment Plant Operations and Water Infrastructure Consulting and Engineering • Dateland Water Treatment Plant GAC Pretreatment Upgrade • Santa Ana Country Club Pretreatment GAC Filtration System • Los Angeles Country Club Sulfide Removal Project • El Toro Water District Disinfection System Improvements • Santa Monica City Services Building Rainwater and Well Treatment & Recycling • ETWD Potable Water Infrastructure Improvements • Arboles Viejos Water Storage Facility and Infrastructure
GUIDA SURVEYING, INC.			
TIM FETTIG, PLS <i>Survey Project Manager</i> AVAILABILITY 50%	31 years Operating Engineers Surveying Apprentice Program, Santa Ana and Santiago Canyon College Professional Land Surveyor #7542/ CA/1999; IOUE Local 12, Certified Party Chief	<ul style="list-style-type: none"> • Land surveying and mapping services • Design surveys • Construction surveys • Water/wastewater survey projects • Pipeline surveys • Surveying within the local area 	<ul style="list-style-type: none"> • Irvine Ranch Water District (IRWD), On-Call Land Surveying Services • Costa Mesa Sanitary District, On-Call Surveying and Mapping Services • Golden State Water Company (GSWD), On-Call Land Surveying Services • Irvine Ranch Water District (IRWD), Newport Boulevard Domestic Water Main Relocation • Metropolitan Water District of Southern California (MWD), On-Call Land Surveying Services • Rowland Water District, Waterline Project
ADAM D'ALVIA, PLS <i>Licensed Party Chief</i> AVAILABILITY 80%	25 years Operating Engineers Apprenticeship Program, Rancho Santiago College Professional Land Surveyor #8141/ CA/2005	<ul style="list-style-type: none"> • Land surveying and mapping services • Design surveys • Construction surveys • Water/wastewater survey projects • Pipeline surveys • Surveying within the local area 	<ul style="list-style-type: none"> • Golden State Water Company, On-Call Land Surveying Services • Irvine Ranch Water District (IRWD), On-Call Land Surveying Services • Metropolitan Water District of Southern California (MWD), On-Call Land Surveying Services • Port of Long Beach (Port), On-Call Land Surveying Services

NAME, TEAM ROLE, % OF TIME AVAILABLE FOR	EXPERIENCE, EDUCATION, & PROFESSIONAL REGISTRATION	EXPERTISE AREAS	RELATED PROJECT EXPERIENCE
DEAN BOULDIN, PLS <i>Project Surveyor</i> AVAILABILITY 80%	38 years AA, Surveying and Mapping, Santiago Canyon College Civil Engineering, CSU, Long Beach Professional Land Surveyor #7842/ CA/2002	<ul style="list-style-type: none"> • Land surveying and mapping services • Design surveys • Construction surveys • Water/wastewater survey projects • Pipeline surveys • Surveying within the local area 	<ul style="list-style-type: none"> • Irvine Ranch Water District (IRWD), Newport Boulevard Domestic Water Main Relocation • Metropolitan Water District (MWD), On-Call Surveying and Mapping Contract • Moulton Niguel Water District, Various Capital Improvement Projects • Port of Long Beach, On-Call Surveying Services Contract • City of Newport Beach, On-Call Land Surveying Services
VCS ENVIRONMENTAL			
DAN BOTT <i>Environmental Consultant</i> AVAILABILITY 20%	30 years MS Environmental Studies, CSU Fullerton	<ul style="list-style-type: none"> • Pump stations, recharge basins, pipelines, monitoring wells, storage tanks, water conveyance systems 	<ul style="list-style-type: none"> • Burris Basin Pump Station Replacement Project • North Basin Monitoring Well Installation Project • La Palma Groundwater Recharge Basin • Lakeview Water Transfer Pipeline • Mid-Basin Centennial Park Injection Well and Community Park Improvement Project • Heritage Museum Monitoring Well and Park Site Improvements
CONVERSE CONSULTANTS			
HASHMI QUAZI, PHD PE, GE <i>Principal-in-Charge</i> AVAILABILITY 20%	31 years PhD, Civil Engineering, University of Arizona MS, Civil Engineering, ASU PE – CA: 46651 GE – CA: 2517	<ul style="list-style-type: none"> • Pump station / lift station • Well / wellhead treatment • Wastewater treatment • Reclaimed water systems • Water conveyance and distribution • Water storage / reservoir 	<ul style="list-style-type: none"> • Rancho Palos Verdes Pump Station • South Coast Water District Water Extension • Montclair & Ontario Plant 30 Wellhead Treatment • New Blower Building, Water Quality Control Plant • EVMWD Regional Water Reclamation Facility Expansion • Hi Desert Water District Wastewater Reclamation Facility
CARLOS AMANTE, PE, GE <i>Project Manager</i> AVAILABILITY 60%	25 years MS, Geotechnical Engineering, University of British Columbia MEng, Earthquake Engineering, Kanazawa University PE – CA: 57831 GE – CA: 2724	<ul style="list-style-type: none"> • Pump station / lift station • Well / wellhead treatment • Wastewater treatment • Reclaimed water systems • Water conveyance and distribution • Water storage / reservoir 	<ul style="list-style-type: none"> • Montclair & Ontario Plant 30 Wellhead Treatment • Rancho Palos Verdes Pump Station • Levee Evaluation Studies, Los Angeles County Department of Public Works • EVMWD Regional Water Reclamation Facility Expansion • San Luis Rey Water Reclamation Facility • Bluebird SOCWA Lift Station Odor Control Improvements

NAME, TEAM ROLE, % OF TIME AVAILABLE FOR	EXPERIENCE, EDUCATION, & PROFESSIONAL REGISTRATION	EXPERTISE AREAS	RELATED PROJECT EXPERIENCE
MARK SCHLUTER, PG, CEG, CHG <i>Lead Geologist</i> AVAILABILITY 30%	40 years Graduate Studies, Engineering Geology/Ground Water Hydrology, CSULA BS, Earth Sciences, Cal Poly Pomona PG – CA: 4527 CEG – CA: 1415 CHG – CA: 41	<ul style="list-style-type: none"> • Pump station / lift station • Wastewater treatment • Reclaimed water systems • Water conveyance and distribution • Water storage / reservoir • Pipeline 	<ul style="list-style-type: none"> • San Gabriel Valley Water Co. Reservoirs & Pump Station • Water Reservoir & Pump Station Replacement • Orange Co. Sanitation District, P2-90 Trickling Filters • Sares-Regis Basin Drainage Improvements
ROCKWELL CONSTRUCTION SERVICES, LLC (RCS)			
JIM HUDSON <i>Operational Startup Testing</i> AVAILABILITY 25%	45 Years California Electrical Apprenticeship	<ul style="list-style-type: none"> • Construction management / Inspection and start-up services for electrical, I & C associated with water / wastewater plants, pump stations, reservoirs, wells, chemical feed systems 	<ul style="list-style-type: none"> • City of Huntington Beach – Peck Reservoir • City of Huntington Beach – Well 1A • City of Corona – ION exchange project • City of San Diego – Clearwell Replacement • City of San Diego – PS 2 Power Reliability • City of Escondido – Primary Odor Control • Padre Dam Water District – Secondary Connection Project
PACIFIC COAST LOCATORS, INC. (OPTIONAL)			
DON GREENMAN, GPR, EM <i>Potholing Services</i> AVAILABILITY 50%	15 years Certifications: Electromagnetic Technician Ground Penetrating Radar Technician Loss Prevention System Training National Safety Council Defensive Driving	<ul style="list-style-type: none"> • Skilled utility line locator • CCTV camera technician • Vacuum excavating field experience 	<ul style="list-style-type: none"> • LAX Terminal Expansion Project – utility locating and mapping. • Tesla Charging Station Projects throughout California – utility locating and potholing to confirm existing utilities • I-5 Widening CalTrans project – utility locating and potholing to confirm existing utilities. • Sausalito Sewer Replacement project – utility locating and CCTV inspection. • Newport Beach Sewer Replacement project – utility locating and CCTV inspection

NAME, TEAM ROLE, % OF TIME AVAILABLE FOR	EXPERIENCE, EDUCATION, & PROFESSIONAL REGISTRATION	EXPERTISE AREAS	RELATED PROJECT EXPERIENCE
SANTOSH SHAHI (OPTIONAL)			
SANTOSH B SHAHI, PHD, PE, SE <i>Structural Engineer</i> AVAILABILITY 100%	19 years PhD Structural Engineering MS Structural Engineering SE – CA: S5149 PE – CA: C61811	<ul style="list-style-type: none"> Seismic Resistant Structural Design Equipment Anchorage & Bracing Design Seismic Retrofits Structural Plan Check for Building Code Compliance 	<ul style="list-style-type: none"> City of Manhattan Beach Roundhouse Aquarium Beautification Project City of Manhattan Beach Larsson Street and 2nd Street Booster Pump Station Upgrade Crescenta Valley Water District Well No. 2 and Related Facilities Huntington Beach Peck Reservoir Pump Station Electrical Upgrades City of San Clemente Pico Zone A Recycled Water Pump Station C-1494D & Talega Lift Station Modifications C-1511K
TRAFFIC CONTROL ENGINEERING, INC. (OPTIONAL)			
DAVID KUAN, MS, PE <i>Traffic Control</i> AVAILABILITY 20%	35 years MS Transportation Engineering, UC Berkeley PE – CA: 57387	<ul style="list-style-type: none"> Traffic control design / planning Impact analysis Parking studies Traffic signal coordination Circulation master plan and general plan 	<ul style="list-style-type: none"> Katella Ave. Widening Project at State College Blvd. in Anaheim Sewer Improvements, Crescent Ave., Loara St. & North St. for City of Anaheim Newhope-Placentia Trunk Sewer Replacement in State College Blvd., in Fullerton and Anaheim for OCSD

RELEVANT PROJECT EXPERIENCE

HUNTINGTON BEACH WELL 9 TREATMENT SYSTEM *Huntington Beach, CA*

PACE provided multiple phases of project development, lab services, piloting, concept development, water treatment facility engineering, planning division graphics, and will work with the City staff through startup and operations support services on this innovative and unique treatment system. Sophisticated desktop, bench, pilot scale, and full scale demonstration was first provided for confirmation of the proposed treatment process for innovative biological treatment of reduced (non-oxidized) drinking water quality constituents in the potable supply at Well 9, and other City wells. This first stage of work confirmed mechanisms for biological oxidation of hydrogen sulfide. This important and unique process was presented at several national conferences including AWWA. A complete 2,500 gpm (3.5 MGD) treatment facility design was then designed Treatment Process including six 10-foot diameter biologically active carbon (BAC) filtration vessels and media, with complete structural, mechanical, electrical, and controls integration design for reliable and simple operation. A custom filtration control panel design was also provided. PACE provided all project bid documents, permitting, coordination with Southern California Edison, and assisted the City with the bid process and construction support services.

Relevant Features

- ◆ Municipal potable water treatment
- ◆ GAC filtration
- ◆ Water quality analysis
- ◆ Upgrade to existing treatment system

Team Members

Andy Komor, MS, PE Project Manager
James Matthews Sr. Consulting Engineer
Robert Murphy Process Engineer
Ernie Brown Jr., PE Electrical Engineer
Ernesto Camarena
 Sr. Instrumentation and Controls Specialist
Khanh Doan Architect
Thomas Gutierrez CAD Designer



BNSF GROUNDWATER WELLS, WATER TANK AND BOOSTER PUMP STATION *Seligman, AZ*

PACE provided the Aubrey Water Company and BNSF Railway water resource consulting, design and environmental permitting services in conjunction with Design/Build partners Cinnabar Southwest and the Jonovich Companies for the replacement and rehabilitation of the City of Seligman's water supply infrastructure. Originally built around the turn of the last century to support the railroad boom, Seligman's water supply system was in desperate need of repairs. The project involved the replacement of two groundwater wells, by-pass and demolition of an intermediate water transfer pump station and tank, replacement of approximately 3,000 feet of old (from 1897) lead-joint transmission pipeline, demolition and by-pass of the primary water storage tank and distribution pump station, construction of a new 280,000 gallon water storage tank and 800 gpm variable speed distribution pumping station. In addition, PACE provided the control and instrumentation integration which included a complete, radio networked, automation and data management system for the control of the two new wells, new water tank, new pre and post chlorination systems and new booster station. By understanding the extreme condition of the antiquated facilities and working together with our project team and the Aubrey Water Company operations staff, PACE was able to strategically implement state-of-the-art upgrades while maintaining a continuous water supply to the City. The team completed the Phase I improvements through winter, in driving snow, on-time and 12% under the original contract amount.



Relevant Features

- ◆ Potable water pipeline project
- ◆ Potable water storage tank
- ◆ Groundwater wells

Team Members

Mike Krebs, MBA, PE Project Manager

James Matthews, PE Principal-in-Charge

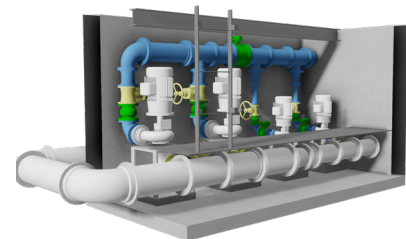
Robert Murphy, PE Sr. Project Engineer

CITY OF MANHATTAN BEACH LARSSON STREET BOOSTER PUMP STATION AND 2ND STREET PUMP STATION UPGRADE *Manhattan Beach, CA*

The City of Manhattan Beach needed to increase potable water delivery capacity and reliability for the Hill Area Pressure Zone (HAPZ) for potable and fire flow needs. The area is serviced by the Larsson Street Booster Pump Station (Larsson) and has additional back up pumping capabilities from the 2nd Street Booster Pump Station (2nd Street). PACE was hired to evaluate the condition of the pumping facilities, determine the flow capacity of the associated delivery lines, design a capacity expansion of Larsson to increase capacity from 1,500 gpm to 4,400 gpm and determine the feasibility of upgrading, replacing or leaving 2nd Street in place with no modifications.

At Larsson, PACE proposed the design of four pumps with vertically-mounted, end-suction pumping equipment and modern motor controllers to increase the delivery capacity to 4,400 gpm, while maintaining a small footprint within their existing vault. To create the best visualization of the complete installation, PACE developed a 3D model of the design to demonstrate that the vault had adequate space for the new pumps. An extensive flow study of the Hill Area Pressure Zone determined that the existing pipe network was adequately sized to meet their required fire and domestic demands, therefore saving the City significant money and time by eliminating design and replacement of water mains.

A preliminary assessment of 2nd Street was conducted concluding that a new pump station was necessary to resolve vibration and maintenance issues, improve reliability and to modernize the aging equipment. Design is currently being performed for the upgrades / replacements of the two facilities, along with determining the preferred sequence of construction to minimize any impact to the current operations of the facility.



Relevant Features

- ◆ Pump station upgrade and capacity expansion from 1,500 gpm to 4,400 gpm
- ◆ End-suction pumping equipment
- ◆ Modernized motor controls
- ◆ Pipeline flow study
- ◆ Construction sequencing to minimize operations impacts

Team Members

James Matthews, PE Project Manager

Duncan Lee, PE QA/QC / Principal

Robert Murphy, PE Sr. Project Engineer

Ernesto Camarena

Sr. Instrumentation & Controls Specialist

Ernie Brown Jr., PE Sr. Electrical Engineer

Thomas Gutierrez Sr. CAD Designer

PECK RESERVOIR PUMP STATION IMPROVEMENTS *Huntington Beach, CA*



Relevant Features

- ◆ Created redundancy reliability for the existing building
- ◆ Operational serviceability using the false floor design
- ◆ Organized conduits within the bank to make it safe and practical
- ◆ Tight site footprint

The Peck Reservoir site in Huntington Beach contains many different facilities including import connects, two reservoirs, one booster pump station, and three water wells. Two out of the three main water wells, as well as the pump station engine, was originally running off natural gas engines. In order to increase reliability and redundancy, the City of Huntington Beach hired PACE to design pumping modifications to the existing booster pump station in order to allow build-out for a new hybrid system. This hybrid system includes four new motors to use as an energy source using Edison power to supplement the existing natural gas engine and give them the ability to run the natural gas or Edison's electrical power. These four motors were placed in a new transformer station that was built outside of the booster pump station. Since the motor sits high, PACE also designed a compact, practical platform below the motor to allow easy accessibility and ease of operation. This redundant system allows for a self-sufficient, reliable booster pump station that gives them the ability to run the system in the event of a power outage, earthquake, natural gas line break, or an engine failure so they will always have the ability to run the system. By retrofitting Edison Power with the existing natural gas system, they can eventually retrofit their two other wells to make all of them an electrically powered hybrid. Additionally, this is also a rehab sight so it is tight in space and there are many underground marked and unmarked conduits. PACE was able to snake additional as-needed conduits in the ground to improve and clean up the existing conditions.

Team Members

Andy Komor, MS, PE Project Manager
James Matthews, PE Principal / QA/QC

Ernie Brown Jr., PE Electrical Engineer
Zirang Song, MS, PE Sr. Project Engineer

Thomas Gutierrez Sr. CAD Designer
Duncan Lee, PE (as client) Principal Engineer, City of Huntington Beach

CITY OF CALIFORNIA CITY SCADA SERVER IMPROVEMENTS *California City, CA*

PACE provided integration consulting services to review and assess the current condition of California City's potable water SCADA system. The completed assessment identified aging / out dated software, security vulnerabilities, and the need for reliability improvements to the system. PACE provided emergency services to immediately secure the existing SCADA system, provide a more robust software-based remote access platform, and document PLC functional programming.

As the first phase of this multi-year project, PACE is providing turn-key services for the procurement, installation, configuration, programming, and commissioning of new SCADA Hardware and Software systems. The updated system will consist of a virtualized rack mounted server and next-generation firewall, along with updates to the existing Windows operating system, Wonderware InTouch, and WIN-911 software. Dream Report automated report generating software will also be installed and integrated on the new system. The completed system will provide a robust NIST cyber-security solution while significantly improving system reliability.

For the next phase of the project, PACE will utilize the upgraded SCADA system and new PLC programming to implement advanced automation strategies at the City's water wells, storage tanks, booster stations and inter-tie metering facilities to vastly improve operational efficiency, reduce purchased water imports from AVEK, and close the gap on historically high system water loss. The SCADA system will be an integral part of assisting City operators with improving and accurately managing their local water production supply, providing automated maintenance management and revenue management, allowing the City to secure operational savings which will benefit their customer rate base.



Relevant Features

- ◆ Server Supplied with WonderWare and WIN-911
- ◆ New system will include Dream Reports
- ◆ Assist in increasing local water supply
- ◆ Updated infrastructure and controls

Team Members

James Matthews, PE Project Manager
Brian Reid, PE, CCM Sr. Project Engineer
Ernesto Camarena
Sr. Instrumentation & Controls Specialist

LACFD FIRE CAMP 11 AND HENNINGER FLATS CAMPGROUND WELLS AND POTABLE WATER TREATMENT SYSTEM *Los Angeles County, CA*



Relevant Features

- ◆ Packaged filtration system followed by chlorination
- ◆ Water storage
- ◆ SCADA

Team Members

James Matthews, PE Principal
Duong Do, PE Project Manager

In order to upgrade aging potable water systems to meet current Los Angeles County Department of Public Health regulations, PACE designed potable water treatment systems for five remote sites owned and operated by the Los Angeles County Fire Department. Assessments of the 100-year flood elevations determined that revetments were needed to protect the source wells from flooding at two camps along the Upper San Gabriel and San Francisquito Canyon Creek. PACE designed wells and treatment systems with SCADA communications that enabled remote monitoring and control that automatically switched to propane generators in the event of a power loss. The modular treatment facility designed provides consistency of equipment and functionality and reduces overall maintenance costs for the Fire Department. PACE also provided the Fire Department with Operations Plans for regulatory compliance as well as assistance in obtaining permits.

Both Fire Camp 11 and the Henninger Flats Campground contain groundwater under the influence of surface water and are therefore required to have a surface water treatment system. PACE completed evaluations of all of the camp facilities and looked at several processes and determined that the use of a packaged Rosedale filter system followed by chlorination was the most cost effective (in both capital and operational) way to meet State regulations. PACE is currently designing and permitting systems for these two fire camps.

WATER IRON FILTRATION SYSTEM *South Orange County, CA*



Relevant Features

- ◆ Automatic inlet pressure regulation
- ◆ Four parallel manganese dioxide filter banks
- ◆ Treatment bypass to blend low iron content well water with treated water to increase the total capacity
- ◆ Automatic Backwash Controls
- ◆ Local and Remote Operation
- ◆ Instrumentation & Controls
- ◆ Pre-filtration to increase filter performance

Team Members

Jacob Peterson, PE, CWEP Project Manager
James Matthews, PE Principal / QA/QC
Patrick Flores Instrumentation and Controls

PACE designed, constructed and commissioned a new 1,000 gpm iron and manganese filtration system for a confidential client at their booster pump station. The system was designed to improve reliability and operational flexibility; allowing them to supply irrigation water needs from any of their groundwater wells, including wells with elevated levels of these contaminants. The treatment system consists of automatic inlet pressure regulation, chlorine pre-oxidation injection, four parallel manganese dioxide filter banks, and a semi-automated treatment bypass which allows blending of low iron content well water with treated water; increasing the total capacity of the system to 1,500 gpm. This provides source water equivalent to the capacity to the booster pump station, which was intersected to 1,500 gpm after the addition of the third booster pump station.

Additionally, PACE's internal Instrumentation & Control (I&C) group provided full monitoring and automation of the system, which included flow and pressure monitors, automatic backwash controls with online turbidity monitors to minimize backwash volumes, and an innovative effluent iron concentration monitoring system, which uses a low-range turbidity meter as a surrogate for continuous iron concentration measurements. When commissioned, the system was performance tested, at its maximum design flow rate, with influent total iron concentrations as high as 15 mg/l, and consistently produced effluent with less than 0.2 mg/l.

SAN DIEGO COUNTY PUBLIC WATER SYSTEM WELLHEAD TREATMENT SYSTEM *San Diego County, CA*

PACE led the design-build team and served as engineer-of-record for a groundwater water treatment facility. The facility, built in two phases, treats 99% of the water annually and removes Iron, Manganese, and Arsenic to meet EPA Primary and Secondary drinking water standards. PACE also provided the programming, installation and start-up of a site-wide SCADA system for all production and distribution facilities. The system consists of 12 potable water wells, 6 irrigation wells, 5 potable water storage tanks and the groundwater treatment facility.

A 500 GPM iron and manganese filtration system was designed and installed using a brand-new proprietary filtration media (Penox), allowing the client to completely remove Iron and Manganese from their potable water supply without the use of complicated chemical injection systems. Iron and Manganese had become a problem due to discoloration of the water and sediment build-up within facility boilers. The client was spending an estimated \$20,000 a month on cartridge and bag filter systems to remove sediment.

With the new system, simple backwashing completely restores/regenerates the media's removal capacity. The system does not require costly media replacement typical with conventional systems (i.e. green sand filters). The backwash from the filters is sent to the wastewater reclamation facility at no cost. As intended, Iron and Manganese are no longer discoloring laundry or leaving sediment in the pipes. A second benefit of the filtration came as a surprise. The media also has the ability, in the presence of "free" iron, to remove arsenic. Lab tests revealed the filtered water had up to 50% less arsenic than the influent.

With a small footprint sized system in mind PACE was able to reduce capital and operational costs significantly and still provide a total treatment capacity of 500 gpm. PACE continues to provide testing and operating supervisory oversight services while the client manages the day to day testing.



Relevant Features

- ◆ Treats 500 gpm
- ◆ Treats 99% of the water annually and removes iron, manganese, and arsenic to EPA drinking water standards
- ◆ Completely removes iron and manganese from the potable water supply without chemical injections
- ◆ Saved client \$20,000/month by using Penox filtration media
- ◆ Simple backwashing completely restores/ regenerates the media's removal capacity
- ◆ Reduced arsenic contaminant by up to 50% in the water supply expansion from 200 GPM of iron and manganese removal to 700 GPM

Team Members

James Matthews, PE Principal / QA/QC
Andy Komor, MS, PE
 Process Selection Engineer

Zirang Song, MS, PE Mechanical Engineer
Brian Reid, PE Construction Management
Ernesto Camarena Controls and P&ID

Tom Gutierrez AutoCAD MEP



MOUNTAIN HOUSE TANKS AND DUAL ZONE BOOSTER PUMP STATION & WESTSIDE BOOSTER PUMP STATION *Mountain House, CA*



Relevant Features

- ◆ Aesthetic buildings with minimal noise and good security
- ◆ Redundant pumps
- ◆ Automatic transfer back-up power
- ◆ VFD controlled to maintain constant system pressure
- ◆ Back-up generator

Team Members

James Matthews, PE Project Manager
Andy Komor, MS, PE Sr. Project Engineer
Brian Reid, PE, CCM Construction Engineer
Ernesto Camarena
 Sr. Instrumentation and Controls Specialist

PACE provided design and construction support services for a twin storage tank and dual-zone potable pumping facility for the Town of Mountain House, CA. The design included two separate sets of potable pumps, a pressure reducing / sustaining valving and metering station, and two twin 3.7 MG pre-stressed water storage tanks. The booster pump station consisted of twin 3,500 to 5,500 gpm pumping systems, one for Zone 1 and one for Zone 2, which provide water and fire protection to around 8,500 homes. The station has redundant pumps, automatic transfer back-up power, disinfection injection and monitoring, and full remote telemetry and security systems with full-motion video surveillance. PACE also design the 5,000 gpm potable Westside Pump Station for the new Mountain House Community Services District, adjacent to the City of Tracy. After design completion, PACE oversaw construction and the station was completed in 2008. The station includes two main pumps, an intermediate flow pump, and a low flow pump. All of the pumps within the station are variable frequency drive controlled to maintain constant system pressure. A backup power generator was connected by an automatic transfer switch to the station for uninterrupted service in case of power failure. The station was installed within an aesthetic, sound-controlled building with several security features including full video surveillance.

CITY OF LATHROP MOSSDALE LANDING POTABLE WATER PUMP STATION *Lathrop, CA*

PACE was contracted to provide designs for a 1.1 MG welded steel water storage tank with 2,500 GPM domestic booster pump station, 2,000 GPM NFPA 20 fire protection pump system, and remote telemetry & SCADA control system.

PACE provided engineering services to design the potable water infrastructure components required for Pulte's project in Lathrop, California. Specifically, the design included plans, engineering report, and specifications for an AWWA and NFPA-approved potable water booster pump station, a pressure reducing / sustaining valve and metering station, and a 1.1 million gallon potable / fire water tank storage facility. The tank design included a customized mixing scheme using tide-flex valves which also reduces vortexing. The station was provided complete with redundant pumps, automatically transferred back-up power, disinfection injection and monitoring, and electric overhead crane assembly. The tank and station were integrated with the City's remote telemetry control system. PACE was the lead design engineer (engineer of record) and provided the engineering permitting effort for city and county submittals including meeting with staff at existing facilities to ease operational concerns. PACE also reviewed the contents of water balances performed for the City to ensure their consistency with tank/station design.



Relevant Features

- ◆ Design of new potable booster pump station with modern features and automation
- ◆ Aesthetically pleasing buildings and structures with minimal noise and good security
- ◆ Remote telemetry & SCADA control system

Team Members

James Matthews, PE Project Manager
Andy Komor, MS, PE Sr. Project Engineer

Ernesto Camarena
 Sr. Instrumentation and Controls Specialist

Tom Gutierrez Sr. CAD Designer

ADDITIONAL RELEVANT EXPERIENCE

Wells Experience	Automation & Remote Operations	Well Pumping Enhancement	Electrical SES & MCC Upgrades	Chemical Storage, Injection, Controls	Demo. of Existing Equipment	Mech, Elect, Structural Upgrades	Site Security
BNSF Groundwater Wells, Water Tank and Booster Pump Station	▲	▲	▲	▲		▲	
City of Huntington Beach Well 9 Treatment		▲	▲		▲	▲	▲
City of Manhattan Beach Larsson Street Booster Pump Station and 2 nd Street Pump Station Upgrade	▲		▲		▲	▲	
City of Huntington Beach Peck Reservoir Pump Station Improvements	▲	▲	▲		▲	▲	
LACFD Fire Camp 11 and Henninger Flats Campground Potable Water Treatment System Design	▲			▲	▲	▲	
Irrigation Water Iron Filtration System	▲			▲	▲	▲	
San Diego County Public Water System Wellhead Treatment System	▲	▲	▲	▲	▲	▲	▲
Mountain House Tanks and Dual Zone Booster Pump Station & Westside Booster Pump Station	▲		▲	▲		▲	▲
City of Lathrop Mossdale Landing Potable Water Pump Station	▲		▲	▲		▲	▲
City of California City SCADA Server Improvements	▲				▲		
City of Dateland Wells and Treatment	▲	▲	▲	▲	▲	▲	▲
Santa Ana Country Club Pretreatment GAC Filtration System	▲	▲	▲	▲		▲	▲
Los Angeles Country Club Wells and Ozonation System	▲	▲	▲	▲	▲	▲	
Mesa Wells 1,3,5,7,8,9 Automation	▲	▲	▲	▲	▲	▲	▲
Grizzly Ranch Potable Treatment / Distribution Infrastructure	▲	▲	▲	▲		▲	▲
El Toro Water District Chloramination Injection	▲			▲		▲	▲
City of Anaheim Potable Water Treatment				▲	▲	▲	
OCSD Potable Water System Automation	▲		▲		▲	▲	▲
Town of Mountain House Potable Water Systems	▲		▲	▲		▲	▲
Seligman Arizona Potable Water Systems	▲	▲	▲	▲	▲	▲	▲
Eternal Valley Iron and Manganese Treatment	▲	▲		▲		▲	
SMWD Gobernadora Wells and Pumping	▲	▲	▲			▲	▲
Pechanga Wells SCADA and Instrumentation	▲	▲		▲	▲	▲	▲
City of Oakley Non-Potable Wells		▲	▲			▲	
Lake Forest Cogeneration and SCADA	▲		▲		▲	▲	
Nichols Institute Well Corrosion Resistance	▲	▲	▲	▲		▲	▲
Tucson Water Monochloramination Injection			▲	▲		▲	▲
Riviera Country Club Wells and Pumping		▲	▲		▲	▲	

REFERENCES

Huntington Beach Well 9 Treatment System

City of Huntington Beach
Andy Ferrigno Sr. Civil Engineer
(714) 536-5291
AFerrigno@surfcityhb.org

City of Manhattan Beach Larsson Street Booster Pump Station and 2nd Street Pump Station Upgrade

City of Manhattan Beach
Anastasia Seims Sr. Civil Engineer
(310) 802-5361
aseims@citymb.info

Peck Reservoir Pump Station Improvements

City of Huntington Beach
Andy Ferrigno Sr. Civil Engineer
(714) 536-5291
AFerrigno@surfcityhb.org

LACFD Fire Camp 11 and Henninger Flats Campground Wells and Potable Water Treatment System

Los Angeles County Fire Department
Tony Jimenez Facilities Project Manager I
(562) 988-362
Tony.Jimenez@fire.lacounty.gov

City of Lathrop Mossdale Landing Potable Water Pump Station

City of Lathrop
Ken Reed Project Manager
(209) 941-7273
kreed@ci.lathrop.ca.us



Affidavit of Non-Collusion



Addendum Acknowledgement



ADDENDUM **ACKNOWLEDGEMENT**



PUBLIC UTILITIES DEPARTMENT
Abraham Alemu, Interim General Manager of Public Utilities
4305 Santa Fe Avenue, Vernon, California 90058
Telephone (323) 583-8811 Fax (323) 826-1425

November 21, 2019

SUBJECT: Request for Proposals for Design Services for Equipment and Site Improvements for Well No. 22 – Question and Answer

This informational notice is to provide clarification to questions that have arisen prior to the proposal deadline. The questions and responses are as follows:

- 1. RFP refers to an emergency power source connection to be included in the design. Can you provide more details on this power source? Will a SCAQMD permit be required as part of the scope of this RFP? Will the design need to include specifications for the emergency power source?**

The successful proposer chosen will be provided information regarding existing emergency generators that the City uses. The City would like the chosen generator to be similar in kind appropriate for the specific applications. At the appropriate time, SCAQMD may need to review any plans and approve a Permit to construct and operate any generator with a motor over 50 HP. Details will be further discussed with the successful consultant.

- 2. It appears that the City intends to use sodium hypochlorite for disinfection. Please confirm.**

The City uses a 12.5% sodium hypochlorite solution to disinfect ground water.

- 3. What type of building does the City require to house the disinfection system?**

A prefabricated fiberglass chlorine shed is the City's preferred building.

- 4. Does the City have an existing SCADA system? Is it based on land lines or radio?**

The City's SCADA system is a Wonderware product. Additional details will be provided to the successful consultant. Fiber will be available at the site and to be included in the site improvement plan that will be developed by the successful consultant.

- 5. The RFP refers to a detention basin to accommodate well flushing cycle. What is the anticipated capacity/volume of the proposed detention basin?**

Exclusively Industrial

The City's hydrogeologist will prepare a report that indicates the anticipated discharge rate of the Well. The detention basin should be adequately sized to accommodate the discharge rate and well flushing cycle.

6. **Does the City have an existing NPDES discharge permit that will be used for the new well's discharges or is the City looking for our proposal to include assistance in obtaining an NPDES discharge permit?**

The City of Vernon is a Permittee of the Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles County, except those Discharges originating from the City of Long Beach MS4 Order No. R4-2012-0175 as amended by State Water Board Order WQ 2015-0075 and Los Angeles Water Board Order R4-2012-0175-A01 NPDES Permit No. CAS004001.

The aforementioned permit is available on the State Water Boards website:

https://www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/municipal/losangeles.html

Below is a link to the Permit in PDF:

https://www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/municipal/losangeles_ms4/2016/6948_R4-2012-0175_WDR_PKG_amd2.pdf

7. **Does the City have an existing topographic survey of the site?**

No. It will be the responsibility of the successful Consultant to prepare a topographic survey.

8. **Does the site plan provided with the RFP included all known underground utilities or does the City require we conduct a utility search for all known underground utilities?**

The City will provide additional utility information that is available. However, the Consultant should verify the information with other utility companies that may be in the area.

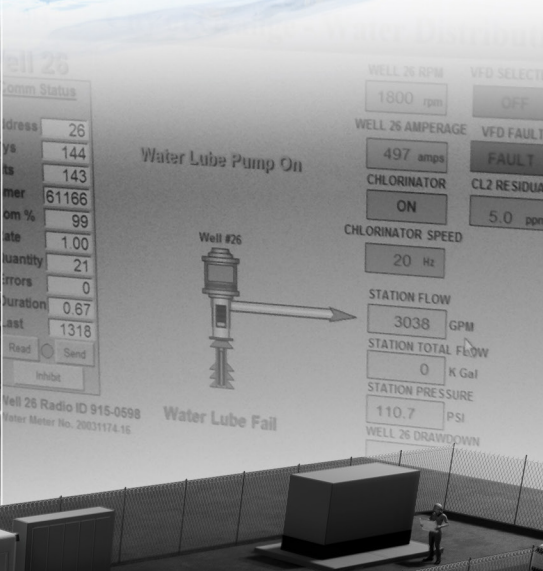
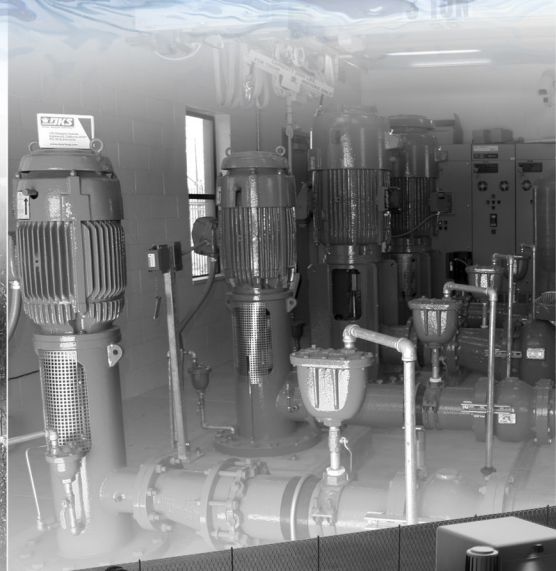
If you have any questions, please call Mark Aumentado at (323) 583-8811 x 309 or Joanna Moreno at (323) 583-8811 x888.



Abraham Alemu
Interim General Manager of Public Utilities


X

City of Vernon, 5305 Santa Fe Avenue, Vernon, California 90058 – Telephone (323) 583-8811



17520 Newhope Street, Suite 200
Fountain Valley, CA 92708
714.481.7300 | www.pacewater.com

EXHIBIT C
SCHEDULE

Fee Schedule and Rate Sheet Matrix

Project Name: Equipment and Site Improvements for Well No. 22

Client: City of Vernon

PACE Job Number: #B626

Estimate Date: December 3, 2019



* Fees from these sub-consultants cannot be broken down by labor hours, so they are in lump sums.
*** Bill on Time & Material Basis Due to Unknowns During Start-up Testing

Estimated Sub-Consultants Manhours															
RCS***	Santosh Shahi	Guida Surveying								Converse Consultants*	VCS Environmental				Pacific Coast Locators*

(Excludes Optional Tasks)	
Total Fee: **	\$206,723

** Reimbursable Permit Fees Not Included
(Permits Not Yet Identified)

Item No.	Work Item Description	Estimated PACE Manhours														RC	S	2-Person	Senior Project Manager	PM / Pro. Lic. Surveyor	Project Surveyor	Survey Analyst	Research Clerical	Col	President	Director	PM / Quality Control	Project Coordinator	Pa	Fee Summary (Excludes Optional Tasks)				Fee Summary of Optional Tasks			
		Principal	Sr Project Manager	Sr Electrical Engineer	Sr Inst. & Cont. Specialist	Sr Project Engineer	Project Engineer	Assistant Engineer	Design Engineer	Sr CAD Designer	CAD Spec / GIS Analyst	Graphic Designer	Admin Support	GPS Survey Unit	(See LS Fee Column)															Structural Engineer	Task Costs Subtotal	Lump Sum Fee for Services	Total Task Costs	Man Power Subtotal (Optional)	Task Costs Subtotal (Optional)	Lump Sum Fee for Services (Optional)	Total Task Costs (Optional)
1	Task 1 - Prelim Design Development/Basis of Design Report (BODR)	19	42	6	10	28	100	68	0	8	92	0	10	0	0	0	16	1	4	8	16	2	0	0	0	0	0	427	\$65,290	\$13,793	\$79,083	3	\$380	\$5,600	\$5,980		
2	Task 1.1 – Project Management & Meetings	4	12										4														20	\$3,880		\$3,880	0	\$0		\$0			
3	Task 1.2 – Data Collection & Review	4	8	2	2	12	54				4		3				16	1	4	8	16	2					133	\$23,685	\$13,793	\$37,478	3	\$380	\$5,600	\$5,980			
4	Task 1.2.A – Review Existing & New Information	2	4	2	2	4	24																				38	\$6,440		\$6,440	0	\$0		\$0			
5	Task 1.2.B – System Curve	2	4			8	24																				38	\$6,350		\$6,350	0	\$0		\$0			
6	Task 1.2.C – Topographic Survey					2					4		1				16	1	4	8	16	2					54	\$10,515		\$10,515	0	\$0		\$0			
7	Task 1.2.D – Geotech Invest. & Borings (2 boring 30'+2 boring 5')					2							1														3	\$380	\$13,793	\$14,173	0	\$0		\$0			
8	Task 1.2.E – Potholing (Optional - Assume 1 Day)					2							1																	\$0	3	\$380	\$5,600	\$5,980			
9	Task 1.3 – Basis of Design Report	11	22	4	8	16	46	68		8	88		3														274	\$37,725	\$0	\$37,725	0	\$0	\$0	\$0			
10	Task 1.3.A – Concept Plans for Final Alternative	2	4	2		8	16	24		8	32																96	\$12,670		\$12,670	0	\$0		\$0			
11	Task 1.3.B – Size/Recommend Detention Basin, Pipe, Pump, Motor, etc	2	4			4	16	24			32																82	\$10,530		\$10,530	0	\$0		\$0			
12	Task 1.3.C – Define SCADA Monitoring & Control Needs	1	2		4	2	8				16																33	\$4,315		\$4,315	0	\$0		\$0			
13	Task 1.3.D – 90% & 100% Final BODR with Cost Estimates	6	12	2	4	4	12	12			8		3														63	\$10,210		\$10,210	0	\$0		\$0			
14	Task 2 - Construction and Specifications Preparation	20	65	24	16	0	146	155	0	20	186	0	25	0	0	0	0	0	0	0	0	0	0	0	34	4	89	0	696	\$96,970	\$1,850	\$98,820	88	\$13,983	\$2,850	\$16,833	
15	Task 2.1 – Project Design Coordination Meetings	6	18										6														30	\$5,820		\$5,820	0	\$0		\$0			
16	Task 2.2 – Environmental Compliance and Permitting	2	15	8			56	8					4												34	4	89		132	\$21,470	\$1,850	\$23,320	88	\$13,983	\$2,850	\$16,833	
17	Task 2.2.A – Prepare Initial Study / CEQA Categorical Exemptions	1	4				8																		20		32		65	\$11,085	\$1,850	\$12,935	0	\$0		\$0	
18	Task 2.2.B – Asst. Secure Approval & Plan Checks from Reg. Agencies		2				16						2															20	\$2,990		\$2,990	0	\$0		\$0		
19	Task 2.2.C – Prepare BMPs and Document to Satisfy LID		4				16	8																				28	\$4,220		\$4,220	0	\$0		\$0		
20	Task 2.2.D – Coordinate with Other Utilities to Avoid Conflicts		1	8			8						2															19	\$3,175		\$3,175	0	\$0		\$0		
21	Task 2.2.E – Prepare Initial Study / MND (Optional)	1	4				8																	14	4	57					\$0	88	\$13,983	\$2,850	\$16,833		
22	Task 2.3 – Construction Plans, Specifications and Estimate (PS&E)	12	32	16	16		90	147		20	186		15															534	\$69,680	\$0	\$69,680	0	\$0	\$0	\$0		
23	Task 2.3.A – 60% Plans and Cost Estimate Submittal	8	20	8	8		50	75		15	120		8															312	\$40,510		\$40,510	0	\$0		\$0		
24	Task 2.3.B – 90% Plans Submittal	2	8	4	4		20	40		4	50		4															136	\$17,430		\$17,430	0	\$0		\$0		
25	Task 2.3.C – 100% Draft Plans, Specs, and Cost Estimate Submittal	1	2	2	2		12	24		1	16		2															62	\$8,035		\$8,035	0	\$0		\$0		
26	Task 2.3.D – 100% Final Plans, Specs, and Cost Estimate Submittal	1	2	2	2		8	8					1															24	\$3,705		\$3,705	0	\$0		\$0		
27	Task 2.3.E – Traffic Control Plans (Optional - Fee Not Provided)																											0	\$0		\$0	0	\$0		\$0		
28	Task 3 - Preparation of a Water Monitoring Plan as Required by DDW						8																					8	\$1,200		\$1,200	0	\$0		\$0		
29	Task 4 - Pre-Construction and Post Project Award	0	28	14	4	0	88	0	0	0	0	4	12	0	40	0	0	0	0	0	0	0	0	0	0	0	0	171	\$27,620	\$0	\$27,620	19	\$2,940	\$0	\$2,940		
30	Task 4.1 – Presentation/Meetings & Assist w/ CEQA CE (Up to 3 Meetings)		6				6					4	1															17	\$2,670		\$2,670	0	\$0		\$0		
31	Task 4.2 – Pre-Bid Eng. Support (Mandatory Const. Mtg, Addendums, etc)		4				6						1															11	\$1,840		\$1,840	0	\$0		\$0		
32	Task 4.3 – Assist with Bid Selection, Review Bids & Contract Negotiation		2				6																					8	\$1,330		\$1,330	0	\$0		\$0		
33	Task 4.4 – Construction Engineering Support		16	14	4		70						10		40													135	\$21,780	\$0	\$21,780	19	\$2,940	\$0	\$2,940		
34	Task 4.4.A – Coordination w/ Construction for RFIs (Up to 15)		6	4			32						3															45	\$7,130		\$7,130	0	\$0		\$0		
35	Task 4.4.B – Review and Approve All Shop Drawings and Submittals (Up to 30)		6	6			24						6															42	\$6,570		\$6,570	0	\$0		\$0		
36	Task 4.4.C – Start-up/ Operational Tests (As-Needed w/ T&M)		4	4	4		12								24													48	\$8,080		\$8,080	0	\$0		\$0		
37	Task 4.4.D – Start-up/ Commission Plan w/ Check Boxes (As-Needed w/ T&M) (Optional)						2						1		16																\$0	19	\$2,940		\$2,940		
	Total Fee for Base Design Concept (Excluding Optional Tasks)																										1,302	\$191,080	\$15,643	\$206,723	110	\$17,303	\$8,450	\$25,753			

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-71-2020
Submitted by: Joanna Moreno
Submitting Department: Public Utilities
Meeting Date: March 3, 2020

SUBJECT

Services Agreement with Infrastructure Engineering Corporation

Recommendation:

- A. Find that the proposed action is exempt from the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines § 15061(b)(3), the general rule that CEQA only applies to projects that may have a significant effect on the environment, for the reason that any project that may occur in the future relying on this approval would be subject to CEQA review and determination prior to- or at the time of- requesting project approval; and
- B. Approve and authorize the City Administrator to execute a Services Agreement with Infrastructure Engineering Corporation for a Water System Operations Analysis and Master Plan, in substantially the same form as submitted, in an amount not to exceed \$273,685.

Background:

Approximately 15 years ago, the potable water annual demand within the City's service area was approximately 12,000 acre-feet per year. Throughout the years, demand has decreased both steadily and drastically—at times due to economic conditions and the makeup of the business community in the City—and is now approximately 6,900 acre-feet per year.

A Water Distribution System Hydraulic Analysis ("Hydraulic Analysis") was completed in 2006 along with a corresponding hydraulic model. A hydraulic model simulates system operations and demand. Among other things, hydraulic models can be used to illustrate the effects of changing conditions on a water system. Various scenarios can be run for different times and days of the week to illustrate the corresponding effects on the entire system. Due to the significant change in demand since the Hydraulic Analysis and hydraulic model were completed, the hydraulic model was updated and calibrated in 2018. The hydraulic planning criteria including the Hydraulic Analysis must again be updated by taking into consideration the results from an Operations Analysis to better understand duty, fire flow, emergency storage, and backup power needs.

Staff believes that the the proposed Operations Analysis will, among other things, evaluate the size of the distribution system with respect to current demand and will provide the data in order to run the system at optimal efficiency and reliability. Depending on the evaluation results of current conditions as well as the supply and distribution system evaluation, the Master Plan Report may then recommend the right-sizing of the system. Moreover, because the City's water supply and distribution system infrastructure is aging and many of the facilities have become inefficient and/or have fallen into disrepair, The Master Plan Report is a key component to future planning. The Master Plan Report will include updated hydraulic planning criteria, will help to prioritize projects, and will serve as a future guiding document that will enable the City to take a methodical and proactive approach in planning and budgeting to address the aging infrastructure and realize an efficient, reliable and sustainable water supply and distribution system.

In December 2019, Vernon Public Utilities (“VPU”) staff issued a Request for Proposals for a Water System Operations Analysis and Master Plan (“RFP”). On January 7, 2020 two firms submitted proposals and were invited to participate in an oral interview. Out of a maximum total score of 200, the combined results of the proposals and interviews are as follows:

- | | | |
|----|--|-----|
| 1. | Infrastructure Engineering Corporation (IEC) | 185 |
| 2. | Infrastructure Engineers (IE) | 150 |

VPU staff deemed that IEC is the most qualified firm. Although cost is an important aspect of consideration, it was not incorporated in the evaluation criterion; the proposals were evaluated on the basis of qualifications. As such, fee proposals were requested on a separate, sealed envelope and opened in descending order based on the results from the evaluation, pursuant to Vernon Municipal Code Section Sec. 2.17.08. The fee proposals from IEC and IE totaled \$273,685.00 and \$227,642.00, respectively, including reimbursable permit fees and optional tasks. As with many professional services, the proposed amount represents estimates based on time and material and may vary slightly from the total costs incurred throughout the life of the resulting contract.

The proposed Services Agreement has been reviewed and approved, as to form, by the City Attorney’s Office.

Fiscal Impact:

The proposed Services Agreement with Infrastructure Engineering Corporation is for a not-to-exceed amount of \$273,685. This expenditure is included in the approved VPU Water Division Budget for Fiscal Year 2019-2020.

Attachments:

- [1. Services Agreement with Infrastructure Engineering Corporation](#)

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND
INFRASTRUCTURE ENGINEERING CORPORATION FOR A WATER SYSTEM
OPERATIONS ANALYSIS AND MASTER PLAN

COVER PAGE

Contractor:	Infrastructure Engineering Corporation
Responsible Principal of Contractor:	Robert S. Weber, President
Notice Information - Contractor:	Infrastructure Engineering Corporation 14271 Danielson Street Poway, CA 92064 Attention: Robert S. Weber, President Phone: (858)413-2400 Facsimile: (858)413-2440
Notice Information - City:	City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058 Attention: Abraham Alemu General Manager of Public Utilities Telephone: (323) 583-8811 ext. 250 Facsimile: (323)826-1408
Commencement Date:	March 16, 2020
Termination Date:	July 31, 2021
Consideration:	Total not to exceed \$273,685.00 (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 INFRASTRUCTURE ENGINEERING CORPORATION FOR A WATER SYSTEM OPERATIONS ANALYSIS AND MASTER PLAN

This Contract is made between the City of Vernon ("City"), a California charter City and California municipal corporation ("City"), and Infrastructure Engineering Corporation, a California 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 March 3, 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 or about December 9, 2019, Exhibit "A", and Contractor's proposal to the City ("Proposal") dated January 7, 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 Contractor shall commence the delivery of services on receipt of a written notice to proceed and shall complete the services on the schedule set forth in Exhibit "D".

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 fee 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 two hundred seventy-three thousand six hundred eighty-five dollars (\$273,685.00) 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 fee 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 \$1,000,000 per occurrence and \$2,000,000 aggregate written on an Insurance Services Office (ISO) Comprehensive General Liability "occurrence" form or its equivalent for coverage on an occurrence basis.

Premises/Operations and Personal Injury coverage is required. The City of Vernon, its directors, commissioners, officers, employees, agents, and volunteers must be endorsed on the policy as additional insureds 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. Professional Errors and Omissions coverage in a sum of at least \$1,000,000, where such risk is applicable. Applicable aggregates must be identified and claims history provided to determine amounts remaining under the aggregate. Contractor shall maintain such coverage for at least one (1) year after the termination of this Agreement.

v. 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.

vi. 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.

vii. Insurance shall be placed with insurers with a Best's rating of no less than A-VIII.

viii. 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.

ix. 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: Abraham Alemu, General Manager of Public Utilities
4305 Santa Fe Avenue

Vernon, CA 90058

If to the Contractor:

Infrastructure Engineering Corporation
Attention: Robert S. Weber, President
14271 Danielson Street
Poway, CA 92064

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 AND PREVAILING WAGES WHERE APPLICABLE. Contractor, and any Subcontractor(s), shall comply with the City's Living Wage Ordinance. The

current Living Wage Standards are set forth in Exhibit "E". Upon the City's request, certified payroll records shall promptly be provided to the City. The provisions of California Labor Code 1770, et seq., regarding the payment of prevailing wages on public works, and related regulations, apply to all City contracts. In addition, the selected consultant 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. If Living Wage Provisions and Prevailing Wage provisions should both apply to this Contract, Contractor and all of its Subcontractors shall pay the higher of the applicable wages to the extent required by law.

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 "F".

[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

Infrastructure Engineering Corporation, a
California corporation

By: _____
Carlos Fandino, City Administrator

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Lisa Pope, City Clerk

Name: _____

Title: _____

APPROVED AS TO FORM:

Brian Byun,
Senior Deputy City Attorney

EXHIBIT A
REQUEST FOR PROPOSALS

City of Vernon Request for Proposals (RFP)

Water System Operations Analysis and Master Plan



**City of Vernon
Public Utilities Department
4305 Santa Fe Avenue, Vernon, CA 90058
Phone: (323) 583-8811**

Key RFP Dates

Issue Date:	December 9, 2019
Written Questions:	December 16, 2019
Response to Questions:	December 23, 2019
Proposals Due:	January 7, 2020
Interview:	TBD

1. INTRODUCTION AND PROJECT

The City of Vernon (“City”) is requesting proposals from qualified firms/consultants to conduct a comprehensive operations analysis of the City’s existing water supply and distribution system and to prepare a Master Plan. The Master Plan shall enable the City to strategize planning and budgeting efforts to implement water system improvements in order to maintain a high level of distribution reliability and efficiency for current demands, future growth, and emergency conditions. The final report must include recommendations for design and improvements of facilities for overall system efficiency and operational effectiveness.

The City’s water supply and distribution system consists of the following facilities: eight active groundwater production wells, one standby well, fourteen active booster pumps, one underground ten-million-gallon (10 MG) concrete reservoir, six aboveground one-million-gallon (1 MG) steel reservoirs, one elevated seven-hundred-fifty-thousand-gallon (750,000 gal) steel tank, and approximately 49 miles of distribution pipeline. In addition, City staff is working on construction of a new groundwater production well, namely Well No. 22, and planning construction of a second new well in fiscal year (FY) 2022-2023. The new wells must be included in the comprehensive operations analysis to the maximum extent practicable. The City also has a Metropolitan Water District (MWD) imported surface water connection; however, the connection is utilized on an as-needed basis only. The City serves water to approximately 965 metered connections with an annual demand of approximately 6,900 acre-feet. It is the City’s goal to be self-sufficient and independent of imported water.

The City will select one firm, based on demonstrated competence and qualifications to conduct a comprehensive operations analysis and prepare a Master Plan. Consultants who submit proposals for this project must be experienced in the field of water supply, distribution and treatment as well as knowledgeable about operating and maintaining water facilities.

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 20th 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. ISSUES OR PROBLEMS TO BE ADDRESSED

Approximately 15 years ago, the potable annual demand within the City's water service area was approximately 12,000 acre-feet per year. Throughout the years, demand decreased both steadily and drastically and is now approximately 6,900 acre-feet per year. It should be noted that fluctuation in the City's water demand is most closely tied to the economic cycle, rather than weather or population growth. Furthermore, the City is predominantly industrial; therefore, the weekend demand is very minimal when compared to the weekday demand. The City seeks to right-size the distribution system. In addition, the City's water supply and distribution system is aging. Many of the facilities have become inefficient and/or have fallen into disrepair. The City seeks to update hydraulic planning criteria and develop a Master Plan that will enable the City to take a methodical and proactive approach in planning and budgeting to address the aging infrastructure and realize an effective, efficient and reliable water supply and distribution system.

4. SCOPE OF SERVICES REQUIRED

The City of Vernon is seeking the services of a highly qualified consulting firm to:

Conduct a comprehensive operations analysis of the City's existing water supply and distribution system and prepare a Master Plan. The Master Plan report must include recommendations for design and improvements of facilities for overall system efficiency and operational effectiveness.

The Consultant shall perform the Scope of Work as described in each Task below and in accordance with sections 1 and 3 of this RFP.

TASK 1. Current Conditions: TASK 1 addresses the current state of the City's water supply, water demand, and planning horizon forecasts and targets as well as current operation of the water system.

- A. Supply Summary – Quantify existing local and imported water supply capacities, reliability and risks. Include water supply issues related to reliability, cost, quantities and water quality.
- B. Peaking – Determine peak month, average day, peak day, and peak hour demand factors and diurnal patterns based on available data.
- C. Water Demands – Determine existing water demands through evaluation of five-year trends from monthly Water Consumption Reports produced by the

billing system. Summarize demands for different land uses and densities. Summarize unaccounted for water.

- D. System Operations – Analyze current operation of wells, booster pumps, and reservoirs. Analyze utilization of MWD imported water connection. Compare weekday versus weekend facility utilization.
- E. Future Demands – Estimate future water supply needs by addressing past trends, climate impacts, rate effects, and conservation.
- F. Planning Criteria – Develop updated hydraulic planning criteria for use and presentation in the Master Plan. Criteria shall include:
 - i. Allowable system pressures for static and dynamic operating conditions (peak hour, average day, peak day with fire demand, maximum allowable)
 - ii. Minimum operating pressure, averaged across the distribution system, required to maintain minimum pressure requirements at critical pressure points in the distribution system per the current California Waterworks Standards and all other applicable standards and regulations
 - iii. Pipeline criteria (including velocities, headlosses, roughness factors)
 - iv. Fire flow requirement per the current California Fire Code and all other applicable regulations and standards
 - v. Reservoir/tank planning criteria (including duty, fire and emergency storage needs)
 - vi. Pump station planning criteria (including duty, backup and fire flow capacity needs; and backup power needs)
 - vii. Well facilities planning criteria (including duty and fire flow capacity needs; and backup power needs)
 - viii. Other reliability and redundancy needs
- G. TASK 1 Deliverable – Provide a brief summary of the TASK 1 findings in the form of a technical memorandum.

TASK 2. Supply and Distribution System Evaluation

- A. Infrastructure Condition Assessment – Physically visit all facility sites (wells, pump stations, reservoirs, etc.) and document condition, risks, reliability, vulnerability or other critical issues. Analyze hydraulic/efficiency tests, videos, and other available data to aid in condition assessment.
 - i. Perform a desktop condition assessment of mains utilizing existing or easily obtainable data. Assessment shall calculate and forecast system performance, estimate the remaining useful lives of assets and determine appropriate renewal rates, determine which mains represent the highest risks to the utility based on likelihood and consequence of failure, and determine which of the high-risk mains are candidates for physical condition assessment.
- B. System Operation Assessment – assess current operation of wells, booster pumps, reservoirs with respect to efficiency and effectiveness. Assess tank cycling and hydraulic performance. Assess utilization of MWD imported water connection. Compare weekday versus weeknight, holiday and weekend operations.
- C. Energy Analysis – Evaluate energy usage in the supply and distribution systems. Summarize energy usage and identify opportunities for cost savings.

- D. Hydraulic Model Analysis – The City utilizes Innovyze Infowater software for water supply and distribution system modeling. This model will be made available for necessary analyses.
 - i. Model Calibration – Analyze and evaluate accuracy of existing Hydraulic Model. Model calibration is not anticipated but should be included as an optional service.
 - ii. System Hydraulic Evaluation – Prepare and run hydraulic computer model simulations for the scenarios listed below. Based on the results, identify deficiencies/surpluses and develop improvement project recommendations.
 - 1. Peak day extended period simulation with peak hour
 - 2. Peak day with global fire flow analysis
 - 3. Minimum day usage of water analysis
- E. Gap Analysis – Perform a gap analysis to determine the actions necessary to meet the goal of self-sufficiency. The analysis must be inclusive of duty, fire, emergency, and backup power needs.
- F. TASK 2 Deliverable – Provide a brief summary of the TASK 2 findings in the form of a technical memorandum.

TASK 3. Demand Management

- A. Existing Conditions – Examine the existing condition of water-efficiency operations. Conduct interviews with City staff.
- B. Water Loss – Examine potential causes and avenues for water loss. Develop program recommendations to address water loss and minimize unaccounted for water. Prioritize recommended programs based on cost effectiveness, long term water savings, ease and speed of implementation.
- C. Evaluate policy and regulatory opportunities, approaches, and limitations which may be considered in optimizing demand management strategies.
- D. TASK 3 Deliverable – provide a brief summary of the TASK 3 findings in the form of a technical memorandum.

TASK 4. Master Plan Report

- A. Executive Summary – provide a summary of the Master Plan report.
- B. Introduction – Provide an overview and outline for the Master Plan report.
- C. Water Use – describe the potable water demands within the service area.
- D. Infrastructure Inventory – Develop tables summarizing existing wells, pump stations, reservoirs, and pipelines. Summary tables shall include the age and condition of equipment. Describe the sources of potable water including groundwater and surface water as well as corresponding supply capacities. Describe the facilities that provide water service to the service area.
- E. Hydraulic Planning Criteria – Summarize hydraulic planning criteria. Develop a hydraulic system schematic showing the supply sources, distribution system, and MWD connections.
- F. TASK 1 Findings – Provide a detailed summary of the TASK 1 findings, incorporate the Task 1 technical memorandum, and establish current supply and demand scenarios required to achieve self-sufficiency goals.
- G. System Evaluation – Evaluate the existing water supply and distribution system and identify hydraulic deficiencies with mitigation recommendations based upon Master Plan projections.

- H. TASK 2 Findings – Provide a detailed summary of the TASK 2 findings, incorporate the Task 2 technical memorandum, and include a detailed Gap analysis.
- I. Improvement Recommendations – discuss improvement recommendations and the basis for them. Provide cost estimates for recommended improvements.
- J. TASK 3 Findings – Provide a detailed summary of the TASK 3 findings and incorporate the Task 3 technical memorandum.
- K. Service Criteria – discuss the standards and procedures utilized in estimating the water demands, assessing the system, and selecting the recommended improvements and programs.
- L. Regulatory – Identify any present and future regulatory concerns for the supply and distribution system.
- M. Rates and Fees Analysis – Assess water rates and fees. Conduct interviews with City staff. Compare rate and fee types and structures with those of similar water utilities and identify cost recovery opportunities and other industry-related fees which have not been implemented by the City.
- N. Master Plan Report Submittals (include in proposed Project Schedule)
 - i. 60% Submittal – compile a 60 percent submittal. Submit a digital PDF copy of the report to the City for review and comment.
 - ii. 90% Submittal – compile a 90 percent submittal. Submit a digital PDF copy of the report to the City for review and comment.
 - iii. 100% Submittal – Finalize technical analyses and incorporate City comments into a draft Final report. Submit a digital PDF copy of the report to the City.
 - iv. Final Submittal – Incorporate final comments from the City and produce the final Master Plan. Submit three (3) three-ring bound color copies and a master digital PDF copy (including all figures formatted to full size).

TASK 5. Meetings and Coordination

- A. Meetings – Prepare for, attend and develop agendas and meeting minutes for the following meetings:
 - i. Kick-off Meeting.
 - ii. Project Status Meetings – Meet with City staff on a semi-monthly basis (two meetings per month), at a minimum, to maintain communication, facilitate progress and promote knowledge transfer.
 - iii. Miscellaneous Meetings – Attend up to eight (8) additional meetings. These meetings may be with City staff, stakeholders or agencies.
- B. Project Management and Coordination
 - i. Project Control Plan – Prepare and submit a Project Control Plan (PCP). PCP shall include the scope, budget, schedule and City and Consultant staff contact lists.
 - ii. Coordination – Coordinate between City staff, consultant staff, and sub-consultants, if any.
 - iii. Status Reports – Prepare monthly status reports highlighting progress and data needs as well as budget and schedule updates.

The City will provide reference documents, including but not limited to:

- Water Consumption Summary Reports
- Daily Production Reports
- Ordinance No. 1161 (Water Conservation)
- Hydraulic Test Reports
- Innovyze Infowater Hydraulic Model
- Water Loss Audits
- Available Well and Booster Videos/Reports
- 2015 Urban Water Management Plan
- Five-Year Capital Improvement Plan
- 2006 Water Distribution System Hydraulic Analysis
- As-Builts

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:

Proposers must demonstrate knowledge, competence and experience in the field of water supply, distribution and treatment as well as knowledge about operating and maintaining water facilities. Proposers must have completed three projects of similar scope within the past five years. Improvement recommendations and any other engineering-related work requires a registered Professional Engineer licensed by the state of California and experienced in the field of water supply and distribution. Hydrogeological work requires a registered Professional Geologist or Certified Hydrogeologist licensed by the state of California.

- B. **Proposal 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 proposal:

1. 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. It is important to note how key staff's expertise is related to the skills or tasks that would be required to provide the best solutions and project deliverables. **(40 Points)**
2. Project understanding. The proposal should demonstrate thorough understanding of all tasks. **(20 Points)**
3. Responsiveness to the RFP, and quality and responsiveness of the proposal. **(10 Points)**
4. Cost control, quality control, efficiency and timeliness in completion of projects. The firm's proposed Project Schedule will be considered. Brief

descriptions of previous project experiences should be used as examples of how quality control and cost control was achieved with former clients. Key examples of proposer's accuracy in cost estimating will be considered. Brief descriptions of the firm's process/methodology for cost control and quality control should be included. Past performance of proposer including references will be considered. **(30 Points)**

TOTAL POSSIBLE SCORE (PROPOSAL): 100 POINTS

- C. **Interview Selection Criteria (if necessary):** At the Evaluation Committee's sole discretion, each of the three (3) highest ranked Proposers, including key personnel that will be assigned to the project, may be required to make an oral presentation to answer questions from members of a Selection Committee. The proposed format for the interviews will include an opportunity for a short introduction and statement of qualifications of the firm and key personnel, a short question-and-answer period, any closing remarks, and a discussion of the following:

1. Proposer shall describe their qualifications based on experience in providing the services described in Section 4 above. Proposer shall clearly describe experiences in which the firm has partnered with public agencies to successfully accomplish various similar projects. **(20 Points)**
2. Proposer shall clearly describe its understanding of the Scope of Work and explain the firm's proposed technical approach to accomplish each task within the firm's proposed schedule. **(45 Points)**
3. Proposer shall clearly describe its understanding of the Project's key issues and any potential challenges for each task and how the Proposer plans to address these issues/challenges utilizing practical and cost effective innovation, methods, and procedures to ensure successful attainment of the Project's goals. **(35 Points)**

TOTAL POSSIBLE SCORE (INTERVIEW): 100 POINTS

- D. **Total Scoring:** The final score assigned to each firm will be the average of both the Evaluation Committee's and Selection Committee's scores for the firm's proposal and the interview, if required (200 points maximum).

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 jmoreno@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, resumes, and previous project descriptions). 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: "Water System Operations Analysis and Master Plan RFP" and include the name of the primary contact for the respondent.

Deliver the response to:

City of Vernon

Attention: Abraham Alemu, Interim General Manager of Public Utilities

4305 Santa Fe Avenue

Vernon, CA 90058

4. Responses are due on or **before 5:00 p.m. on January 7, 2020**. Late response will not be accepted.
 5. If you have any questions about this RFP, please contact Joanna Moreno at (323) 583-8811 ext. 888. 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 tasks. Define the scope of each task including the depth and scope of analysis or research proposed. Provide a proposed Project Schedule for scope of work and include your firm's understanding of the Project Deliverables. Proposer should include additional tasks they deem appropriate, reasons why a task should be

included, and an estimate of the fee(s) required to complete the additional task(s).

- 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. If rates differ for different types or levels of service, or for different Service Areas, the Proposer should so state. **In a separate, sealed envelope, submit one copy of the proposed costs/fees by task, hourly rates, fees, any and all other costs, and totals.**
- 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 personnel resumes as an attachment. Provide an organizational chart for proposed team, identifying the project manager and task leads. Provide descriptive examples of specific related work projects that have been completed by the proposer which are directly related to the assignment described in this RFP, including examples as to how quality control and cost control was achieved. Include brief descriptions of the firm's process/methodology for cost control and quality control. Note the specific individuals who completed such project(s). Identify role and responsibility of each member of the project team, include specific subject areas that the Project Manager and individual team members would support. Include the amount of time key personnel will be involved in the respective portions of the assignment. The identification and utilization of specific key personnel throughout the life of the project are important factors in the City's consideration and selection of a firm. Any changes in identified key personnel after the award of the agreement must be approved by the City in writing before the change is made. The City reserves the right to cancel the Agreement if it objects to a change in identified key personnel after the award, and to award the contract to the next proposer or conduct a new RFP. Respondents are encouraged to supply relevant examples of their professional product. Provide a list of references with a minimum of three 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/planetbids), 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.
- 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 AND PREVAILING WAGE WHERE APPLICABLE.

The selected consultant 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 consultant 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. The provisions of California Labor Code 1770, et seq., regarding the payment of prevailing wages on public works, and related regulations, apply to all City contracts. In addition, the selected consultant 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 (with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)). This project is subject to compliance monitoring and enforcement by the State Department of Industrial Relations. If Living Wage Provisions and Prevailing Wage provisions should both apply to this Contract, Contractor and all of its Subcontractors shall pay the higher of the applicable wages to the extent required by law.

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)

March 2013

EXHIBIT B

STANDARD FORM CONTRACT

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND [CONTRACTOR'S NAME]
TO CONDUCT AN OPERATIONS ANALYSIS AND PREPARE A MASTER PLAN

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] Facsimile: [insert fax number]
Notice Information - City:	City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058 Attention: Abraham Alemu Interim General Manager of Public Utilities Telephone: (323) 583-8811 ext. 250 (323)826-1408
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]
TO CONDUCT AN OPERATIONS ANALYSIS AND PREPARE A MASTER PLAN

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 Contractor shall commence the delivery of services on receipt of a written notice to proceed and shall complete the services on the schedule set forth in Exhibit “___”.

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 \$1,000,000 per occurrence and \$2,000,000 aggregate written on an Insurance Services Office (ISO) Comprehensive General Liability "occurrence" form or its equivalent for coverage on an occurrence basis.

Premises/Operations and Personal Injury coverage is required. The City of Vernon, its directors, commissioners, officers, employees, agents, and volunteers must be endorsed on the policy as additional insureds 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. Professional Errors and Omissions coverage in a sum of at least \$1,000,000, where such risk is applicable. Applicable aggregates must be identified and claims history provided to determine amounts remaining under the aggregate. Contractor shall maintain such coverage for at least one (1) year after the termination of this Agreement.

v. 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.

vi. 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.

vii. Insurance shall be placed with insurers with a Best's rating of no less than A-VIII.

viii. 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.

ix. 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: Abraham Alemu, Interim General Manager of Public Utilities
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 AND PREVAILING WAGES WHERE APPLICABLE. 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. The provisions of California Labor Code

1770, et seq., regarding the payment of prevailing wages on public works, and related regulations, apply to all City contracts. In addition, the selected consultant 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. If Living Wage Provisions and Prevailing Wage provisions should both apply to this Contract, Contractor and all of its Subcontractors shall pay the higher of the applicable wages to the extent required by law.

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

By: _____
Carlos Fandino, City Administrator

ATTEST:

Lisa Pope, City Clerk

APPROVED AS TO FORM:

Hema Patel,
City Attorney

[CONTRACTOR'S NAME, a [State
incorporated in] corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

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



WATER SYSTEM OPERATIONS ANALYSIS AND MASTER PLAN

PROPOSAL



JANUARY 7, 2020



January 7, 2020

Abraham Alemu
Interim General Manager of Public Utilities
City of Vernon | Public Utilities Department
4305 Santa Fe Avenue
Vernon, CA 90058

Reference: Proposal for Water System Operations Analysis and Master Plan

Dear Mr. Alemu:

Infrastructure Engineering Corporation (IEC) respectfully submits this Proposal for City of Vernon's (City) Water System Operations Analysis and Master Plan. IEC is ideally suited to provide these services due to its Project Team's history of providing master planning and hydraulic modeling services to various agencies throughout California.

- **CORE PROJECT TEAM EXPERTISE** – Ms. Shyamala Raveendran, PE has over 18 years of experience working on Master Planning and modeling projects, 12 years of which as a Senior Operations Engineer at California Water Service Company (CWS) working on 25+ Master Plan/hydraulic modeling projects, providing design support and analyzing operational issues using hydraulic models, and performing energy tariff analysis for various CWS Districts. Her hands-on utility experience will be valuable throughout this project. As Project Manager at IEC, she has either overseen or worked on over four water model build and update projects, several water system feasibility and operations studies in the past two years. Ms. Raveendran is supported by Scott Humphrey, PE, GISP (HDR), who has extensive Master Planning experience across California and prior experience with City system and models, Jiajia Huang, PE, a detail-oriented Master Planning engineer with over eight years of InfoWater modeling experience.
- **LOCAL & INDUSTRY EXPERTS** – To provide the City with superior services, IEC has teamed-up with local and industry experts like:
 - David Spencer (HDR), lead author of numerous studies in water system condition assessment;
 - Doug Dove (Bartle Wells), 28 years utility rate analysis, strategic financial planning and project financing experience;
 - Thomas Harder & Co., team of local & Professional Geologists and Certified Hydrogeologists with a comprehensive understanding of ground water and subsurface conditions in Southern California; and
 - JSP Automation, experts on SCADA systems and controls who have also worked on prior City system evaluations.

- **CITY SYSTEM UNDERSTANDING** – IEC has worked on the City's 2005 Urban Water Management Plan, 2006 Hydraulic Analysis, 2016-2018 Hydraulic Modeling Update and subsequent Operations Analysis using the City's water model. IEC's as well as our sub-consultant's prior work at the City has only enhanced our understanding of City water system operational requirements.
- **QUALITY & EXPEDIENT SERVICE** – As a hands-on, technically competent project manager who is highly responsive and personable, Ms. Raveendran and her team will deliver upon your expectations. The dedication of our team members is best exemplified by our project and client successes. We are eager to put this dedication to work for the City.

- **COMPANY INFORMATION** –

Legal Name: Infrastructure Engineering Corporation

Corporate Office:

14271 Danielson Street

Poway, CA 92064

T 858.413.2400 | F 858.413.2440

Local Office:

300 Spectrum Center Drive, Suite 400

Irvine, CA 92618

T 949.754.4379 | F 949.754.4001

Certification: Small Business Enterprise, State of CA Department of General Services

Website: www.iecorporation.com

Contact: Shyamala Raveendran – *Project Manager*

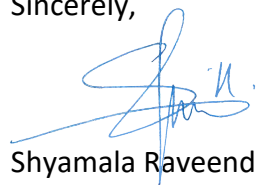
1735 North First Street, Suite 304 | San Jose, CA 95112

408.642.0134 | sraveendran@iecorporation.com

This proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal.

Thank you for your consideration and please feel free to contact me if you should have any questions.

Sincerely,



Shyamala Raveendran, PE
Project Manager



Robert S. Weber, PE
Principal-in-Charge

INTRODUCTION

PROJECT UNDERSTANDING

The City of Vernon's (City) current water supply source includes groundwater wells and imported surface water from the Metropolitan Water District (MWD) as shown in **Figure 1**. Per the City's 2015 Urban Water Management Plan (UWMP), about 85% of all water demand are from commercial and industrial sections, about 8% from power generation, with the remaining 7% from residential, water loss and other uses. Residential usage only accounts for 0.1% of total demand. Because of this, the system has a pronounced drop in demand during weekends resulting in two distinct system diurnal demand patterns.

The different usage patterns affect how the system is operated from weekdays to weekends, but decreasing demand trends since 2003¹, rising costs of imported water from MWD, unanticipated well failures, and aging infrastructure adds to the complexities of the City's water system operations.

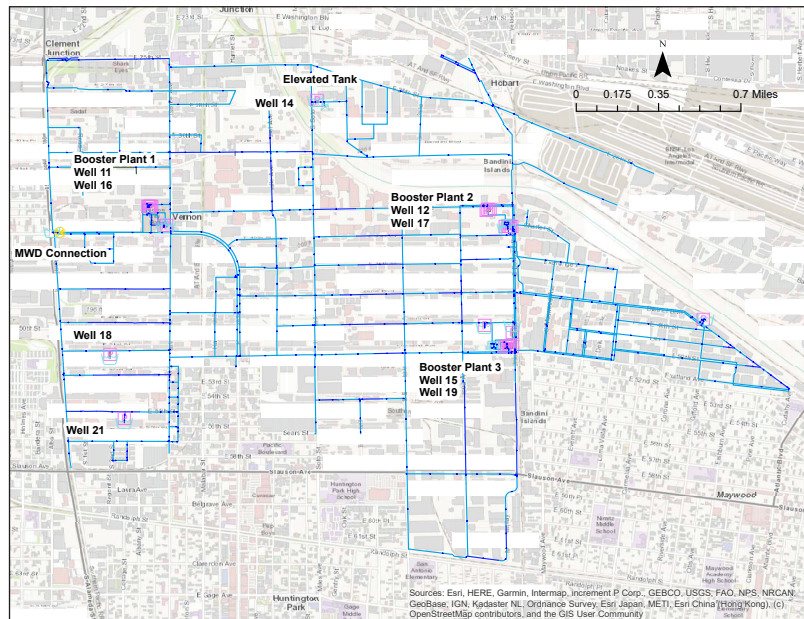


FIGURE 1 – CITY OF VERNON EXISTING FACILITIES

KEY PROJECT OBJECTIVES

For this purpose, Infrastructure Engineering Corporation (IEC) recognizes that the City seeks to conduct a thorough Water System Operations Analysis and Master Plan of its water distribution system to:

- Evaluate the current and future state of water supply and demand
- Overcome supply deficiencies via risk-based asset evaluations and recommended improvements
- Overcome demand requirements through sustainable demand management practices or technology improvement recommendations
- Identify system operational deficiencies stemming from current and future supply-demand related challenges
- Recommend improvements to operate system in an optimized and cost-effective manner through changes in supply facility/asset operations (e.g. alter hydraulic controls, optimize energy use, recommend new facilities or rehabilitation/retrofit of existing facilities, etc.)
- Develop budget to fund existing and future improvements using a Phased approach to bring the best benefit to its customer base with low rate impacts

¹ Water Rate Study for City of Vernon September 26, 2019, page 4, Figure: Vernon Historical Water Production Including Imported Purchases

GENERAL SCOPE OF WORK

In 2006, IEC was contracted by the City to complete a Water Distribution System Hydraulic Analysis study. Apart from recommending Capital Improvements like Pipeline Improvements, Variable Frequency Drive (VFD) conversions, and Supervisory Control and Data Acquisition (SCADA) upgrades, IEC also built a hydraulic model for use in a future Master Plan in mind. Subsequently, in 2017 and 2018, IEC updated the model and conducted an operational study confirming the system could be operated with only its well supplies (i.e. without MWD and 0.75 MG elevated tank) during high demand periods.

The IEC team's approach throughout this project will be to build upon on this body of knowledge and our experience working on prior City studies. Because of this, we will be able to focus consulting hours on producing a defensible/justifiable Master Plan Report and less time understanding system operations, understanding historical context and getting acquainted with City data, and rework on developing Figure and Table templates for reporting purposes.

The IEC team's approach throughout this project will be to build upon on this body of knowledge and our experience working on prior City studies.

TASK 1. CURRENT CONDITIONS

To characterize the current and future state of the City's water system supply-demand objectives, IEC will develop a Supply-Demand Matrix as shown in Table 1 below in collaboration with City staff. This method will help evaluate various current and future supply scenarios (e.g. with and without certain wells in service or MWD) against current and future demand conditions (e.g. average (ADD), maximum (MDD) and peak hour (PHD)) to determine an optimum supply portfolio for current and future consideration.

This desktop assessment methodology can help filter out options for further analysis using the hydraulic model to ensure facility design criteria are met per chosen Scenario under Task F (Planning Criteria) for both weekend and weekday operations.

TABLE 1 – SAMPLE SUPPLY-DEMAND MATRIX

Scenario	Period	DEMAND		SUPPLY			SUPPLY minus DEMAND
		Description	Total Demand	Source		Total Supply	
			MGD	Well/Booster Capacity	MWD	MGD	
				MGD	MGD	MGD	MGD
1	Existing	2019 MDD	X	y1	y2	Y = y1 + y2	Y - X
2	Existing	2019 MDD without MWD and largest well out					
3	Existing	2019 PHD					
4	Existing	2019 PHD without MWD and largest well out with 20% Conservation					
5	Near-Term (2 future well in-service)	Near-Term MDD					
6	Near-Term (2 future well in-service)	Near-Term PHD without MWD and largest well out					
7	Near-Term (1 future well in-service)	Near-Term PHD without MWD with 20% conservation					
8	Long-Term (3 future wells in-service)	Long-Term MDD without MWD and largest well out					
9	Long-Term (3 future wells in-service)	Long-Term PHD without MWD and largest well out					

The matrix will consider the supply-demand information as mentioned below.

GENERAL SCOPE OF WORK

A. SUPPLY SUMMARY

IEC will characterize each well's current production capability¹ by reviewing current performance information (e.g. pump tests, well levels, etc.) and operational risks by reviewing latest water quality regulations and information. Similarly, each booster's hydraulic performance will be evaluated to determine its supply capacity and pumping efficiency. A separate energy analysis will be conducted under Task 2.

B. PEAKING

Peaking factors will be derived for peak month, maximum day, and peak hour from 2019 customer billing records. Diurnal pattern factors will be derived from hourly SCADA, if available, otherwise an industry-standard water usage curve, modified to match City's demand conditions will be derived. If SCADA is provided, IEC assumes that there will be minimal data errors for budgeting purpose.

C. WATER DEMANDS

IEC will evaluate 5-year water demand trends in customer billing records, summarize demands for different land use types and densities, as well as estimate percentage of unaccounted for water in the system. In addition, large water users will be identified and cross-referenced with existing demand allocation in hydraulic model, and adjusted, if necessary.

D. SYSTEM OPERATIONS

IEC will summarize current system operations per requirements of this sub-task to be further evaluate in Task 2.B. In addition, JSP Automation will evaluate the peak power requirements based on the planned well facility and pump station demand to determine the needs for an electrical system upgrade and the requirements necessary to provide emergency standby/back-up power. JSP will also evaluate current facility operational requirements from an instrumentation and controls perspective based on utilization requirements.

E. FUTURE DEMANDS

Because of the City's high commercial and industrial activities, any significant demand changes will likely be due to fluctuations in economic trends or industrial sector changes². Since the City's current service area is largely built-out, future water demand due to population growth is anticipated to be insignificant. IEC will review the City's plans for growth or service area expansion and work with City staff to determine appropriate future demands.

F. PLANNING CRITERIA

An important aspect of the hydraulic analysis will be to develop a set of planning design criteria against which the system will be analyzed. Planning criteria will be developed for the distribution system, pump station, and storage facilities.

Distribution system criteria will address system pressure requirements and distribution system pipeline requirements. These criteria are established to ensure that the proposed distribution system will provide adequate, but not excessive, water pressure and that the conveyance system

¹ IEC has teamed with Thomas Harder & Co. (THA) to provide a hydrogeological review related to City's well supplies.

² Refer to City's 2015 UWMP, pg. 3-6

GENERAL SCOPE OF WORK

can accommodate peak demands without excessive wear or energy usage. All criteria developed as part of this task will be compared to current California Waterworks Standards, AWWA guidelines and/or acceptable industry standards. Fire flow criteria will be developed to meet California Fire Code and in consultation with Fire Department(s). Below is a sample list of criteria mainly derived from the 2006 Hydraulic Analysis report that will be updated for this Master Plan:

TABLE 2 – SAMPLE PLANNING CRITERIA

DESIGN CRITERIA TYPE	DESCRIPTION	VALUE
Distribution System	Minimum allowable pressure at peak hour demand	40 psi
	Minimum allowable pressure at average day demand	60 psi
	Minimum allowable pressure at maximum day with fire flow demand	20 psi
	Maximum allowable pressure	100 psi
	Maximum allowable velocity	7 feet per second
	Maximum allowable velocity with fire flow demand	15 feet per second
	Maximum allowable head loss gradient	15 feet per 1,000 feet of pipeline
	Hazen-Williams Roughness Coefficient	120
Pump Stations & Well Facilities	Meet MDD + Fire Flow Demand at 20 psi with largest capacity pump off-line	8,000 gpm for 4 hours
	Backup Power	e.g. 1 Backup Generator per Supply Source site
Storage	Operational Storage Volume	160% ADD
	Fire Flow Storage Volume	1.92 MGD
	Emergency Storage Volume	300% ADD

Deliverable: A brief summary of Task 1 findings will be provided in a technical memorandum (TM-1) prior to **Workshop 1**.

TASK 2. SUPPLY AND DISTRIBUTION SYSTEM EVALUATION

A. INFRASTRUCTURE CONDITION ASSESSMENT

IEC staff will perform an on-site reconnaissance to City's existing well sites that are on Active, Inactive, or Standby status, booster pump stations, MWD connection, and reservoir/tank sites. The on-site tour will be coordinated by the Project Manager and led by City staff over the course of no more than one (1) business day.

GENERAL SCOPE OF WORK

We will also meet with City Operations and Engineering staff to discuss pump station operating criteria and philosophies to include planned operating methodology, space issues, equipment preferences, and station configuration preferences. JSP Automation will perform an electrical and control systems evaluation to determine what systems will require modification or replacement to improve overall system reliability and performance based on age and condition of facility use, equipment obsolescence, equipment status and serviceability, and on-going station upgrades.

Following this meeting, IEC will document all pictures taken and facility conditions as well as alert City staff of any critical issues found during site visit.

Pump performance tests, well videos, and other available data provided by the City to aid in condition assessment will be analyzed. Likelihood and consequence of failure scores will be assigned to perform a risk calculation of each asset.

THA will also assess the current condition of the City's existing well field to document current and potential future issues with each well. To assess the current condition of the existing wells, THA will review the age, construction details, casing material, corrosion potential (e.g. using the Ryznar stability index), instantaneous production rate history, and specific capacity history of each well.

THA will conduct one conference call with the City's operations and maintenance (O&M) personnel to discuss how the wells are operated and if there have been any changes or issues with their operations (e.g. sanding, significant drops in specific capacity, corrosion, air in the discharge, etc.).

THA will use results to conduct a life cycle analysis of each well that includes an estimated life expectancy and rehabilitation schedule. The life cycle analysis will include estimated future rehabilitation and replacement costs.

THA will also review existing hydrogeological reports to provide a hydrogeological basin background summary.

Desktop Condition Assessment of Mains

The replacement cost of the City's water main infrastructure is roughly \$100 million. As system ages, deteriorates, and breaks more often, the focus of capital resource will shift from capacity upgrades toward investment in aging infrastructure. Published industry useful life estimates for City pipe materials range from 50 to 110 years equate to an annual replacement budget of \$1 million to \$2 million dollars per year. However, age alone is a poor indicator of pipe condition. Based on break data reported to the State, the City has experienced a break rate of roughly 5.5 (measured as condition related main breaks per 100 mile per year). This is approximately 40% better than the State average and three times better than the national average. Therefore, an age based approach will likely exaggerate the investment needed in the system and result in replacing pipe well before the end of its useful life.

Rather than use a generic age-based approach to identify and justify appropriate investment levels, HDR proposes to leverage City specific break forecasting curves to forecast future breaks and quantify how various investment levels will impact service levels 30 to 50 years into the future. Our goal is to help you quantify the return on various investment levels so you can

GENERAL SCOPE OF WORK

strike the appropriate balance between near-term costs and long-term service levels and gain political buy-in. Investment levels will be placed in the context of national, regional, and local benchmarking to illustrate how the City's proposed service levels and investments compare. This information will leverage HDR's distribution system performance database which, includes over 500 benchmarks from around the country. Ultimately, our approach will result in transparent, defensible, and reasonable budgets, based on the City's historical main break performance that City staff can own and communicate to key stakeholders. An example of this type of analysis showing various options for investment funding is shown in **Figure 2**.

Once data driven investment levels are defined, the next step is to ensure those investments are prioritized based on risk to maximize the City's return on investment. The intent of a risk assessment score is to define a consistent, transparent, and defensible approach for prioritizing water main investments. The foundation of our proposed approach relies on direct communication between our team of industry experts and your staff.

To calculate risk, we recommend using a weighted summation because it allows additional flexibility in weighting various factors based on their importance, which ultimately allows for more meaningful and useful results. Additionally, a weighted summation allows a utility to incorporate additional factors when warranted such as the risk due to known inoperable valves, the risk of service failures, removal of lead services, capacity limitations and street repair moratoriums (**Figure 3**). This will result in a data driven approach to determine which pipes are candidates for condition assessment and renewal.

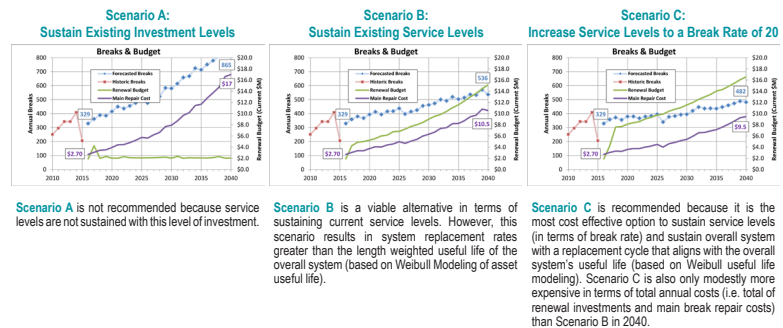


FIGURE 2 – EXAMPLE FORECAST SCENARIOS

Ultimately, our approach will result in transparent, defensible, and reasonable budgets, based on the City's historical main break performance that City staff can own and communicate to key stakeholders.

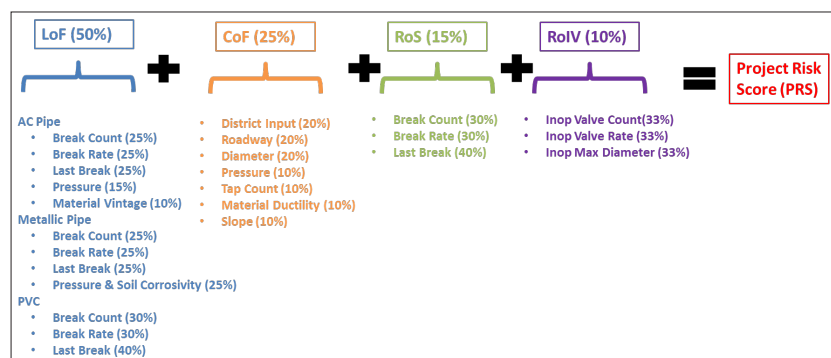


FIGURE 3 – ADDITIONAL FACTORS FOR INCLUSION IN THE RISK MODEL IMPROVE RENEWAL DECISION MAKING

GENERAL SCOPE OF WORK

David Spencer (HDR), lead author of numerous Water Research Foundation studies and over 100 pipe renewal models will work closely with your staff to understand the unique challenges in your City and leverage lessons learned from working with other utilities that operate over 50,000 miles of water pipe around the country.

HDR will document results of the analysis in TM-2 prior to and discussed during **Workshop 2**.

B. SYSTEM OPERATION ASSESSMENT

IEC will interview staff on issues related to current operation of wells, booster pumps, and tanks/reservoirs during weekdays and weekends and when the MWD connection is currently utilized and to what specific benefit. Other examples of operational issues to be explored are: typical low pressure areas when certain wells or MWD connection is out of service, water age/water quality issues due to low tank turnovers during minimum demands, system high pressures or surge related issues associated with booster on-off cycling and use of existing elevated tank. Information from this task will be added to matrix as shown above and evaluated with the hydraulic model in Task 2.D. Recommendations to system operations improvements will be discussed in **Workshop 2** and documented in TM-2.

C. ENERGY ANALYSIS

InfoWater's energy management tool presents an opportunity to evaluate different operating scenarios from an energy consumption perspective. Using energy simulation tools, the IEC team will be able to optimize power consumption and develop operational strategies that reduce energy consumption and associated energy costs. Operational alternatives will be developed that examine:

- Pumping during off-peak periods
- Pumping at different rates to reduce demand charges.
- Pump evaluation to determine if pumps can be run more efficiently.

A critical component to energy management is pump station design and energy management must evaluate both existing and proposed pump station configurations to determine the best operational solution. The project team will develop energy charge patterns, demand charge patterns, and energy efficiency curves for use in the energy management simulation. These patterns will be based upon existing and proposed energy consumption and rates and existing and proposed pump station information to determine opportunities for energy-related cost savings.

We will also work hand-in-hand with JSP Automation to determine power usage and the mechanisms available to improve energy usage based on the utilization of the following practices:

- Use of Variable Frequency Drive application to improve overall efficiency and maintain.
- Electrical Efficiency utilizing improved system communications to operate more efficient well when possible and maintain desired pressure control parameters within the distribution.
- Implementation of time of use and peak demand control algorithms to improve overall operational efficiency.

GENERAL SCOPE OF WORK

D. HYDRAULIC MODEL ANALYSIS

The model was updated and recalibrated in 2017 and 2018; however, prior to using the existing model for analysis, IEC will validate existing InfoWater model with 2019 hourly SCADA. If hourly SCADA is unavailable, the model can be verified with up to five recent fire flow tests done between 2018 and 2019 in various parts of the system. IEC will use guidance from the AWWA Manual M32, Computer Modeling of Water Distribution Systems for calibration criteria related to a master planning analysis.

System Hydraulic Evaluation

Upon completion of the model validation task, the hydraulic model will be used to analyze system deficiencies under average, peak and fire flow conditions to determine the necessary improvements.

1. Peak day extended period simulation (EPS) with peak hour – to find system deficiencies during normal peak day operations
2. Peak day with global fire flow analysis - to determine fire flow locations that “stress” the system the most.
3. Minimum day usage – to determine water age/water quality issues related to tank turnover

E. GAP ANALYSIS

A gap analysis of the system will be performed following Task 2.A through Task 2.D to help the City operate while meeting all planning design criteria and under various demand conditions without imported water from MWD. This analysis will also include looking at booster, reservoir and well capacities to meet fire and emergency requirements with backup power needs for current and future scenarios.

A brief summary of Task 2 findings will be provided in a technical memorandum (TM-2) prior to **Workshop 2**.

TASK 3. DEMAND MANAGEMENT

A. EXISTING CONDITIONS

IEC will evaluate effectiveness of current water efficiency practices applied to its customer base: landscape irrigation, water conservation gardens, low-flow outlets, and City ordinances. IEC will also interview staff, research existing regional practices, review low-cost water saving technologies and improvement methods to increase water use efficiencies. IEC assumes that data will be provided by City for a thorough analysis.

B. WATER LOSS

IEC will review the City’s 2018-2019 American Water Works Association (AWWA) water audit, especially its Performance Indicators to understand areas of losses. In particular, the Infrastructure Leakage Index (ILI) and Data Validity Scoring will be evaluated. IEC will compare evaluations with the requirements of AWWA M36 and Metering Manuals, G-Series Standards as well as current SB55 regulatory requirements. Some items that will be reviewed include:

- meter calibration/maintenance program

GENERAL SCOPE OF WORK

- production and consumption trends and review of digital water accounting practices
- estimation of Customer Meter Inaccuracies (CMI) that contribute to Apparent Losses resulting from collective meter under-registration. A better understanding can be obtained through a revenue-class-based (component) analysis of existing AMR/AMI metering data, if available
- exclusion of non-potable volumes in Unbilled Metered Authorization Consumption (e.g. temporary meters for flushing)
- estimates of Unbilled Unmetered Authorized Consumption (e.g. fire flows)

IEC will also conduct a real loss component analysis to model the system's leakage profile to estimate how much leakage is potentially recoverable. Tools that may be employed include using the Water Research Foundation, EPA Tool or WaterRF Tool to perform a leakage component analysis.

Possible improvements may address the following:

- additional instrumentation and metering for better reporting or digital water accounting³;
- water measurements from various undocumented activities;
- enhanced programmatic meter calibration;
- pressure zone realignment;
- active leakage control;
- pressure management;
- surge monitoring and control; and
- changes to asset management practices

C. EVALUATE POLICY AND REGULATORY OPPORTUNITIES, APPROACHES, AND LIMITATIONS WHICH MAY BE CONSIDERED IN OPTIMIZING DEMAND MANAGEMENT STRATEGIES.

Prior to **Workshop 3**, IEC will present a preliminary improvements list according to criteria like: cost effectiveness, industry consensus standards, long term water savings potential, environmental permitting issues, and ease and speed of implementation. During the workshop, IEC will work together with City and prioritize a list of potential specific improvements based on City mission and goals.

A brief summary of Task 3 findings will be provided in a technical memorandum (TM-3) prior to **Workshop 3**.

TASK 4. MASTER PLAN REPORT

The IEC Team will prepare a Master Plan report that contains a comprehensive review of the key components of Tasks 1 through 3. Sub-consultants Bartle Wells (BWA) and Thomas Harder & Associates (THA) will aid with any analysis related to rates and hydrogeological analysis. JSP Automation will provide documentation on any electrical, energy, and control system related analysis for this project. TM-1, -2, -3, -4 will be collated into the Master Plan draft submittals. At

³ IEC will work with JSP Automation on this task.

GENERAL SCOPE OF WORK

a minimum, the final report shall contain the following content headings per requirements of the proposal:

- A. Executive Summary
- B. Introduction
- C. Water Use
- D. Infrastructure Inventory
- E. Hydraulic Planning Criteria
- F. Existing System Conditions
- G. System Evaluation
- H. Supply and Distribution System Evaluation
- I. Improvement Recommendations
- J. Demand Management
- K. Service Criteria
- L. Regulatory
- M. Rates and Fees Analysis

IEC understands that a Rates and Fees analysis is one of the critical components of this Master Plan, therefore, we have teamed up with a highly experienced sub-consultant, Bartle Wells Associates (BWA) to perform this analysis under the following scope description.

Bartle Wells Associates (BWA) will evaluate the City's existing water rates and recent Water Rate Study to determine the sufficiency of water rate revenue to cover necessary expenses. We will incorporate the latest budget and audit and work with City staff to identify reserve requirements and expense projections over a 5-year period. We will also incorporate findings from the Master Plan including projected growth and water demand as well as the latest Capital Improvement Plan. All revenue and expenses will be summarized in a 5-year cash flow projection and used to make recommendations regarding water rate revenue.

BWA will also evaluate the City's current fee structure including the current monthly meter charges, fire rates and potable/reclaimed water consumption rates. We will evaluate the existing water rates for sufficient cost recovery and propose any alternative cost recovery options that have not been implemented by the city, including but not limited to:

- Tiered water rates
- Capital Surcharges
- Penalties and Fines
- Capacity Fees
- Assessments/Special Taxes

BWA findings will be summarized in TM-4 and included in the Rates and Fees Analysis Section of the Draft and Final Master Plan documents.

GENERAL SCOPE OF WORK

IEC will provide a 60% Submittal prior to **Workshop 4** for City review. Based on City questions, feedback, and discussions during this workshop, IEC team will collect and integrate City comments for check-print release (90% Submittal). Upon City review of check-print release, a final report (100% Submittal) will be presented to the City.

TASK 5. MEETINGS & COORDINATION

The focus of this task will be to align project schedule with work complete-to-date and remaining budget. To keep to project completion schedule, City and IEC shall work together to determine a mutually agreeable turnaround time for any data and document review related requests from IEC. Please note that proposed deliverable dates are dependent upon timely receipt of project data, or document reviews either from City or any outside parties (other than IEC team) necessary to complete the project tasks as well as final contracted scope

A. MEETINGS

A two-hour Kick-Off will be held at City premises and attended by core members of the IEC team. Working together with City staff, we will outline expectations on timeline, identify key coordination contacts within the City, identify key project milestones and hurdles upfront, and determine file-sharing protocols throughout the project. An agenda and advanced request for information (RFI) required to accomplish project work will be provided prior to Kick-Off along with a Project Control Plan (PCP).

IEC has budgeted up to ten (10) 1-hour Project Status Meetings that will largely be in the form of conference calls or webinar to meet project target deadline. A total of four (4) two-hour Workshops will be held at the City to review and discuss outcomes of Technical Memoranda and Master Plan Report⁴.

An additional eight (8) two-hour meetings is also budgeted to resolve any issues requiring in-person discussions with City staff, stakeholders or agencies.

Meeting minutes will be created to document discussions and log issue-resolution.

B. PROJECT MANAGEMENT & COORDINATION

Client communication will be maintained by the Project Manager. The Project Manager will coordinate all project activities within the Project Team (City, consultant and sub-consultant), will be responsible to develop monthly progress submittals with invoice, and will develop a Project Control Plan (PCP) that will include: project goals, budget, schedule and project milestones, scope and task assignments, Project Team contact list, and quality control and assurance mechanisms throughout the project to ensure product quality.

⁴ IEC has incorporated a two-week review period for each document deliverable in its Project Schedule

WORK PLAN

As shown in **Figure 4**, the first step will be to provide the City with a Request for Information (RFI) prior to Kick-Off. This is so that information can be reviewed prior and discussions or requests on additional data can be done during Kick-Off. Other items to be discussed at the meeting would be scheduling site visits and interviews with key City staff. IEC will also provide an updated Project Control Plan (PCP) to outline any schedule changes, staff contact lists, and identify any project hurdles upfront during Kick-Off.

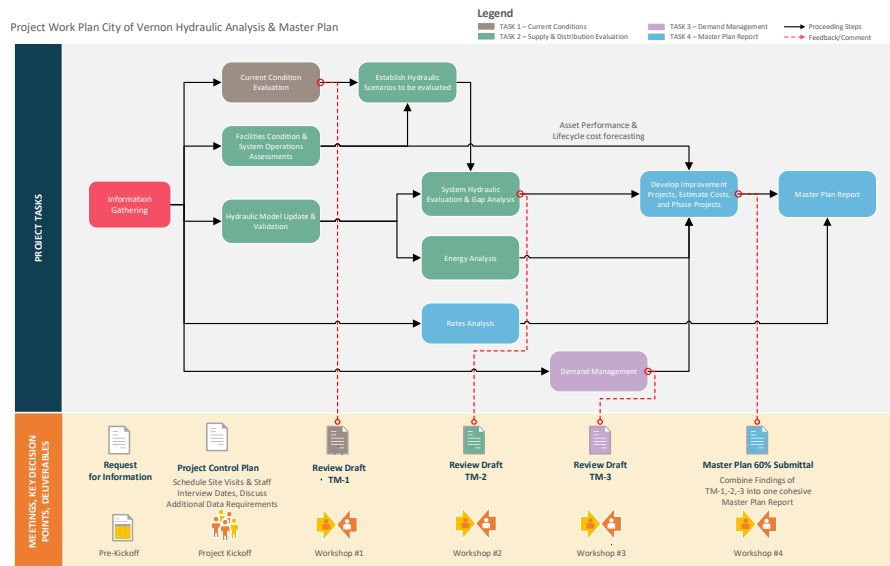


FIGURE 4 – PROJECT WORK PLAN CITY OF VERNON HYDRAULIC ANALYSIS & MASTER PLAN

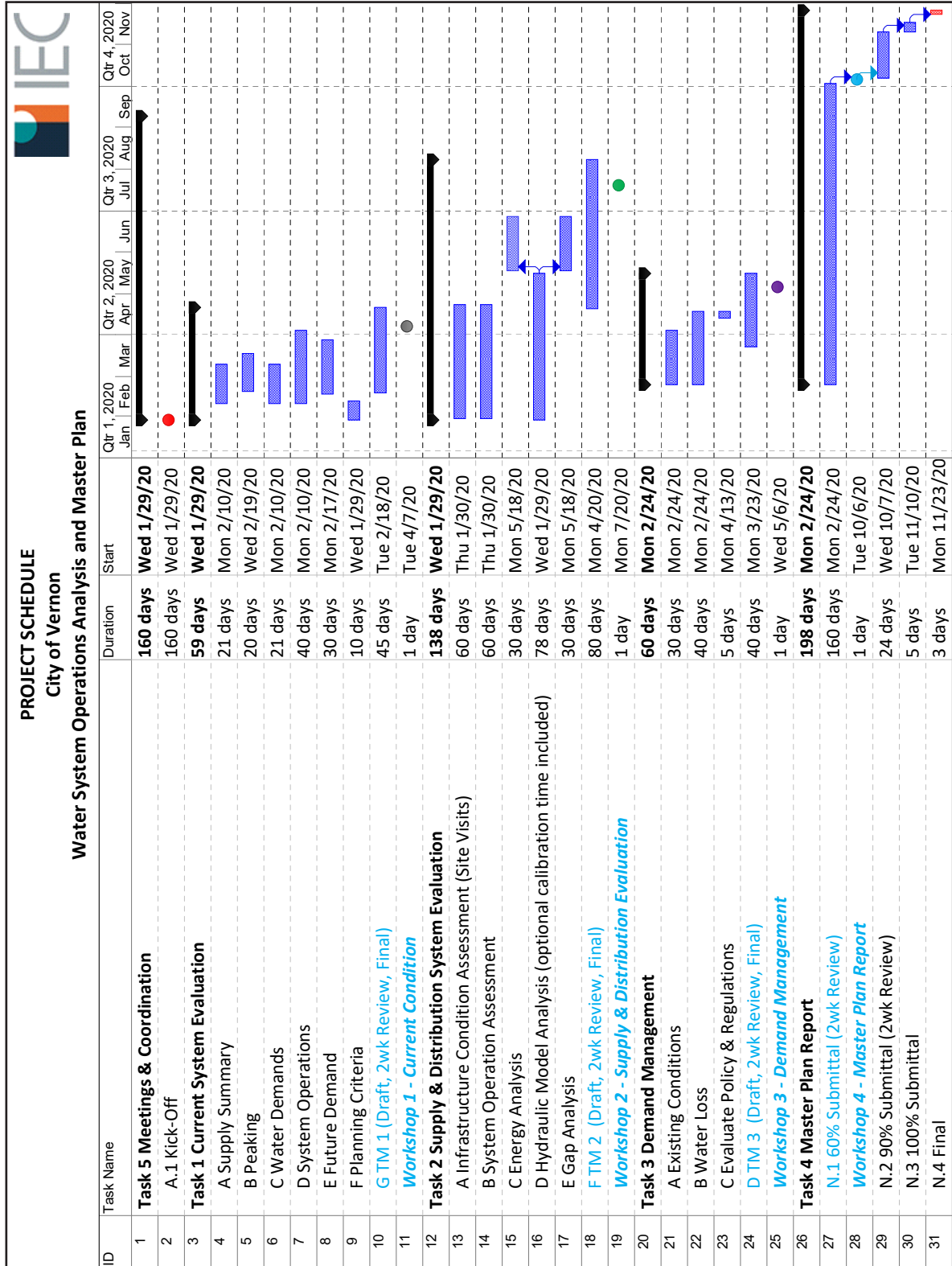
In general, sub-tasks within Tasks 1 through 3 can be performed independently and in parallel. However, the hydraulic modeling and gap analysis should only be started once desktop evaluations for condition assessment and supply-demand analysis are completed. This will result in a much better understanding of scenarios required to be modeled to determine system deficiencies and consequently system operations related improvement projects.

Towards the end of each Task, IEC will conduct a Workshop to discuss Draft Technical Memoranda to ensure that all aspects of City's concerns are evaluated and addressed prior to final delivery. The following is a list of workshops:

- Workshop #1 – Current Condition Evaluation
- Workshop #2 – Supply & Distribution Evaluation
- Workshop #3 – Demand Management
- Workshop #4 – Master Plan Report

To keep project on task, IEC has included Project Status conference calls and several as-needed in-person meetings to overcome any project hurdles that would be required to meet project deadlines.

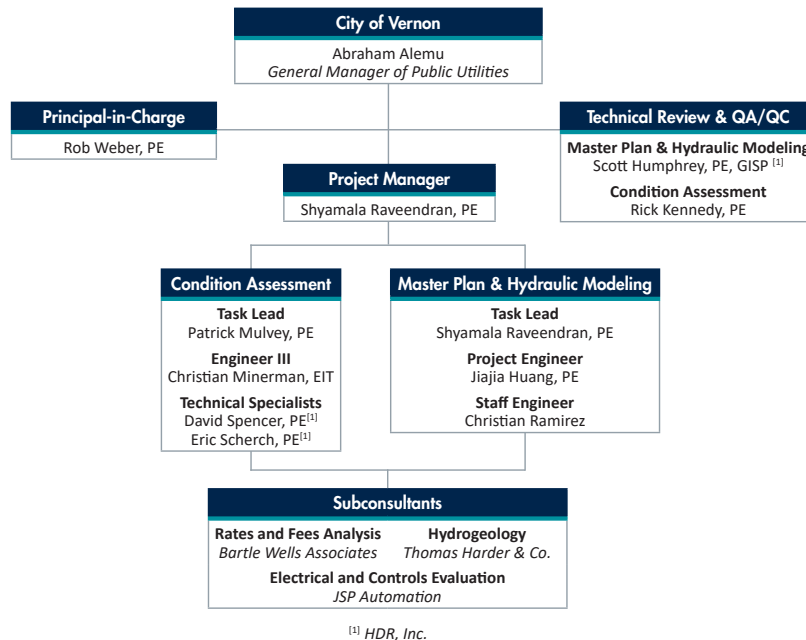
IEC estimates that the project can be completed in 9-12 months upon notice to proceed. However, if the Optional Service of model calibration is required, an additional 2-3 months may be required.



ABILITY OF THE PROPOSER TO PERFORM

TEAM ORGANIZATION

The most critical component in the successful execution of a facility planning project is the project team. The right mix of experience, enthusiasm, and fresh ideas is critical to not only an outstanding final project, but an outstanding experience during the performance of the project. The organization chart, located to the right, highlights the roles of our proposed team and demonstrates our breadth of our resources. Individual resumes for proposed personnel have been included in **Attachment – Resumes**.



Shyamala Raveendran, Scott Humphrey, Rob Weber, and JSP Automation all have extensive experience with the City's system, having performed the hydraulic analysis update, facilities condition assessment, and electrical and controls evaluation to the water distribution model that Mr. Humphrey built and calibrated in 2006.

KEY PERSONNEL SUMMARIES

PROJECT MANAGER – SHYAMALA RAVEENDRAN, PE



Shyamala Raveendran, PE is a professional engineer with 18 years of expertise in water system planning, GIS and hydraulic modeling. She also has over 12 years of water utility systems operations experience.

As Project Manager, Ms. Raveendran will manage the project in a “hands-on” manner and will be responsible for its technical execution, coordination of various disciplines and sub-consultants, schedule and budget. She will lead the system operational analysis, coordinate activities with the City's Project Manager, and be the designated point-of-contact between the City and the project team. Ms. Raveendran will coordinate administrative and management functions to assure that adequate staffing and other resources are available to complete the work on schedule; define specific project goals and objectives for the project team, prior to beginning work; and provide in-house cost control/contract administration.

Project management skills and technical expertise in one person provides the City with a true Project Manager, one who can offer solutions to challenges and paths towards project completion. Shyamala will offer creative options to address the project constraints and provide recommendations for actions to be taken to meet the project's objective.

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TECHNICAL ADVISOR & QA/QC – SCOTT HUMPHREY, PE, GISP (HDR, INC.)

Scott Humphrey, PE, GISP specializes in utility system hydraulic modeling and master planning. He is knowledgeable in hydraulic modeling using InfoWater, WaterGEMS, InfoSWMM, SewerGEMS, INFOsewer, and XP-SWMM. He has extensive experience with Geographic Information Systems using ArcGIS Desktop, ArcGIS Pro, and Autodesk Map.

He is also proficient in the development asset management plans and risk based analysis, using advanced asset methodology.

Prior to his employment with HDR, Inc., Mr. Humphrey lead IEC's Planning & Information Services Department where he was also responsible for overseeing the development of several water master plans and hydraulic models, including the City of Vernon's 2005 Water Distribution System Hydraulic Analysis and 2018 Water Distribution System Hydraulic Analysis Update.



PROJECT ENGINEER – JIAJIA HUANG, PE

Jiajia Huang, PE has specialized experience and knowledge in GIS analysis for master planning using ArcInfo and AutoCAD Map software and is experienced in water hydraulic modeling using InfoWater® software. Most recently, she has worked on the City of Vernon's Water Distribution System Hydraulic Analysis Update, Phelan Piñon Hills

Community Service District's Water Distribution Model Update/Build, Fallbrook Public Utility District's Water Distribution Model Update and Calibration, and the City of El Monte's GIS Update. On each of these projects, Ms. Huang was responsible for the development of the respective hydraulic models through GIS integration and hydraulic analysis to evaluate system capacity. She is also serving as the Project Engineer for IEC's As-Needed Water Modeling Services contract with Olivenhain Municipal Water District and City of Oceanside.



PRINCIPAL-IN-CHARGE – ROB WEBER, PE

Rob Weber, PE has 29 years of civil engineering and project management experience on a variety of municipal and public works water, wastewater, and recycled water projects. Specific project experience includes conveyance pipelines; reservoirs and tanks, water pump stations, and sewer lift stations. He has also successfully managed several as-needed services contracts for municipalities and water/wastewater utilities.

For the City's 2005 Water Distribution System Hydraulic Analysis, Mr. Weber performed condition assessment on the City's pump station, so he is familiar with the facilities and from his extensive experience, he brings a solutions-oriented approach that incorporates system operations, constructability, and cost controls in the decision making process. He also brings to the City the firm's commitment of our staff and resources. Mr. Weber is known for his sincere commitment to provide responsive service, quality work products, and high client satisfaction.

CONDITION ASSESSMENT – DAVID SPENCER, PE (HDR, INC.)

David Spencer, PE has development and implemented horizontal asset management programs encompassing over 70,000 miles of pipe, manholes, and appurtenances in the U.S. He has written three Water Research Foundation books on the topic and the ASCE Manual of Practice

ABILITY OF THE PROPOSER TO PERFORM

for the condition assessment of water main (Manual 77). Mr. Spencer is currently engaged in the evaluation of several emerging pipe condition assessment technologies including acoustic testing, energy dispersive spectroscopy, and opportunistic condition assessment. He is adept in working with all levels of a utility organization from field staff to management to information technology professionals to develop and implement a practical and results-oriented asset management program.

CONDITION ASSESSMENT – ERIC SCHERCH, PE (*HDR, INC.*)

Eric Scherch, PE has more than 14 years of experience including developing, planning, and implementing asset management programs throughout the U.S. He focuses on risk analysis, operations and maintenance, condition assessment, aging infrastructure renewal forecasting, renewal decision making, program alternative evaluation, information systems development, regulatory reporting, staffing analyses, and work planning. Mr. Scherch has served as a project manager or technical lead for clients such as Orange County Sanitation District, City of Vista, City of San Diego, West Basin Municipal Water District, San Antonio Water Systems, City and County of Honolulu, Seattle Public Utilities, Winston-Salem, and Eugene Water & Electric Board.

RATES AND FEES ANALYSIS – *BARTLE WELLS ASSOCIATES*

Bartle Wells Associates (BWA) is an independent financial advisor to public agencies. They have extensive experience advising local governments on the complexities and challenges in public finance. BWA specializes in three professional services: strategic financial planning, utility rate and fee studies, and project financing. We are the only independent financial advisor providing all three of these interrelated services to public agencies.

BWA's rate studies employ a cost-of-service approach and are designed to maintain the long-term financial health of a utility enterprise while being fair to all customers. They develop practical recommendations which are easy to implement and often phase in rate adjustments over time to minimize the impact on ratepayers. They also have considerable experience developing impact fees that equitably recover the costs of infrastructure required to serve new development. BWA has completed hundreds of water and wastewater rate and fee studies. They have helped communities implement a wide range of water and sewer rate structures and are knowledgeable about the legal requirements governing rates and impact fees including Proposition 218 and Government Code 66000.

HYDROGEOLOGY – *THOMAS HARDER & CO.*

Thomas Harder & Co. is a full-service hydrogeological consulting company, inclusive of Professional Geologists and Certified Hydrogeologists, providing professional consulting services to a wide variety of clients including cities, water districts, industry, developers, engineering firms, legal firms and agricultural interests. Thomas Harder & Co. has more than 30 years of experience on a wide range of ground water projects including, but not limited to,

- Design of High Capacity Groundwater Wells
- Well Performance, Rehabilitation and Troubleshooting
- Well Production Strategy
- Well Modification
- Artificial Recharge
- Groundwater Resource Management

ABILITY OF THE PROPOSER TO PERFORM

- Large-Scale Groundwater Basin Studies
- Groundwater Models
- Pumping Interference Evaluations
- Aquifer and Well Field Monitoring
- SGMA Support
- CEQA Analysis
- Groundwater Quality Analysis and Reporting
- Groundwater Sample Collection
- DWSAP Reports

ELECTRICAL AND CONTROLS EVALUATION – JSP AUTOMATION

JSP Automation (JSP) is a professional engineering firm that offers a wide variety of technology solutions with extensive experience in the planning, design, integration and implementation management of industrial and municipal electrical, control and SCADA information systems for the water, wastewater, environmental and remediation industries. JSP is uniquely qualified to provide the electrical and control system design engineering, system integration and construction support services. Unlike many consulting firms offering a broad range of engineering services, JSP's specialty is in electrical, control and SCADA systems exclusive to the water and wastewater industry. The experience base and knowledge offered by JSP encompasses several hundred projects directly related to water and wastewater treatment and distribution with over 100 years of cumulative staff design and implementation experience. Additionally, JSP has experience with City facilities from prior work with IEC on the City's 2005 Water Distribution System Hydraulic Analysis project.

STAFF COMMITMENT

PROPOSED PERSONNEL	ROLE ON PROJECT	ESTIMATED AMOUNT OF INVOLVEMENT
Shyamala Raveendran, PE	Project Manager/Task Lead – <i>Master Plan & Hydraulic Modeling</i>	15%
Scott Humphrey, PE, GISP	Technical Review & QA/QC – <i>Master Plan & Hydraulic Modeling</i>	7%
Jiajia Huang, PE	Project Engineer – <i>Master Plan & Hydraulic Modeling</i>	22%
Rob Weber, PE	Principal-in-Charge	1%
David Spencer, PE	Technical Specialist – <i>Condition Assessment</i>	7%
Eric Scherch, PE	Technical Specialist – <i>Condition Assessment</i>	13%
Bartle Wells Associates	Rates and Fees Analysis	4%
Thomas Harder & Co.	Hydrogeology	10%
JSP Automation	Electrical and Controls Evaluation	9%

ABILITY OF THE PROPOSER TO PERFORM

QUALITY CONTROL & COST CONTROL

Quality of our completed work product is one of IEC's core values. We achieve this through a philosophy of no project or task too small for quality and through assignment of the right staff to each project. For the project profiles presented herein, IEC has achieved quality and cost control through our highly experienced senior staff who exclusively focus on water systems planning work which results in a methodical and well executed project that accomplishes the stated goals and is completed on time and on budget. Cost control is achieved through development of a thorough and detailed scope of services with objectives and products and deliverables clearly identified. Quality assurance and quality control is achieved through assignment of dedicated senior staff as technical advisors to serve as a resource for the project team at every stage of the project.

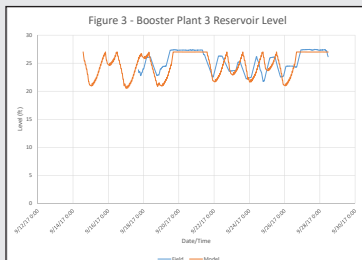
In addition, our emphasis on communications via status conference calls, Workshops, in-person meetings with City staff and Project Team members throughout the project helps highlight any project hurdles/issues and resolve them quickly to meet deadlines and stay within budget.

PROJECT DESCRIPTIONS & REFERENCES

WATER DISTRIBUTION SYSTEM HYDRAULIC ANALYSIS UPDATE

AGENCY: City of Vernon
4305 South Santa Fe Avenue
Vernon, CA 90058
CLIENT CONTACT: Joanna Moreno, EIT
PHONE: 323.583.8811 x888
PROJECT DATES: May 2017 – September 2018
TOTAL PROJECT VALUE: \$30,000

PROPOSED PERSONNEL/ROLE ON PROJECT:
Shyamala Raveendran – *Project Manager*
Scott Humphrey – *Project Manager*



IEC built and calibrated the City of Vernon's water distribution model in H2OMap Water in 2006. Capital improvements included the addition of variable frequency drives (VFDs) and a set of SCADA system upgrades. The model was later converted and recalibrated in the InfoWater environment in 2017. The new InfoWater model was updated with current demands, which were significantly lower than 2006, and calibrated to current system operations. Subsequently, the model was used to analyze the removal of the elevated tank and suggest operational changes to booster pumps to regulate pressures in a "closed system" as well as analyze effects of two wells pumping directly into the distribution system. IEC also provided hands-on training to City staff on model use via webinar and in-person.

IMPORTANT ENGINEERING FEATURES

- Conversion of existing H2OMap Water model into InfoWater
- Demand update to reflect current demands
- Model calibration to reflect current operations
- Hydraulic analysis
- Hydraulic model training

ABILITY OF THE PROPOSER TO PERFORM

WATER SUPPLY FEASIBILITY STUDY & HYDRAULIC MODEL BUILD

AGENCY: Sheep Creek Water Company
4200 Sunnyslope Road
Phelan, CA 92371

CLIENT CONTACT: Chris Cummings
PHONE: 760.559.7956

PROJECT DATES: September 2018 –
December 2018

TOTAL PROJECT VALUE: \$22,000

PROPOSED PERSONNEL/ROLE ON PROJECT:

Shyamala Raveendran – *Project Manager*
Jiajia Huang – *Project Engineer*
Rob Weber – *Principal-in-Charge*



IEC performed a water supply feasibility study to help Sheep Creek Water Company meet a state regulatory compliance order to meet high demand conditions. Based on the analysis and review of other assessment documents, recommendations on capital improvements were made to ensure compliance. IEC also built a steady-state hydraulic model in InfoWater (delivered as EPANET) for future planning-based analysis.

KEY PROJECT COMPONENTS & ISSUES

- Project completed within a quick turnaround for regulatory body compliance
- Performed a water supply and demand assessment and hydraulic model build

Supply in October 2018 (no Well 11)			Supply Near-Term			Supply Long-Term			Supply Long-Term			Supply Long-Term		
Scenario	Supply	Demand	Scenario	Supply	Demand	Scenario	Supply	Demand	Scenario	Supply	Demand	Scenario	Supply	Demand
Base Case	0.75	0.75	Base Case	0.75	0.75	Base Case	0.75	0.75	Base Case	0.75	0.75	Base Case	0.75	0.75
Scenario 1	0.75	0.75	Scenario 1	0.75	0.75	Scenario 1	0.75	0.75	Scenario 1	0.75	0.75	Scenario 1	0.75	0.75
Scenario 2	0.75	0.75	Scenario 2	0.75	0.75	Scenario 2	0.75	0.75	Scenario 2	0.75	0.75	Scenario 2	0.75	0.75
Scenario 3	0.75	0.75	Scenario 3	0.75	0.75	Scenario 3	0.75	0.75	Scenario 3	0.75	0.75	Scenario 3	0.75	0.75
Scenario 4	0.75	0.75	Scenario 4	0.75	0.75	Scenario 4	0.75	0.75	Scenario 4	0.75	0.75	Scenario 4	0.75	0.75
Scenario 5	0.75	0.75	Scenario 5	0.75	0.75	Scenario 5	0.75	0.75	Scenario 5	0.75	0.75	Scenario 5	0.75	0.75
Scenario 6	0.75	0.75	Scenario 6	0.75	0.75	Scenario 6	0.75	0.75	Scenario 6	0.75	0.75	Scenario 6	0.75	0.75
Scenario 7	0.75	0.75	Scenario 7	0.75	0.75	Scenario 7	0.75	0.75	Scenario 7	0.75	0.75	Scenario 7	0.75	0.75
Scenario 8	0.75	0.75	Scenario 8	0.75	0.75	Scenario 8	0.75	0.75	Scenario 8	0.75	0.75	Scenario 8	0.75	0.75
Scenario 9	0.75	0.75	Scenario 9	0.75	0.75	Scenario 9	0.75	0.75	Scenario 9	0.75	0.75	Scenario 9	0.75	0.75
Scenario 10	0.75	0.75	Scenario 10	0.75	0.75	Scenario 10	0.75	0.75	Scenario 10	0.75	0.75	Scenario 10	0.75	0.75

WATER DISTRIBUTION MODEL UPDATE/BUILD

AGENCY: Phelan Piñon Hills Community Service District
4176 Warbler Road
Phelan, CA 92371

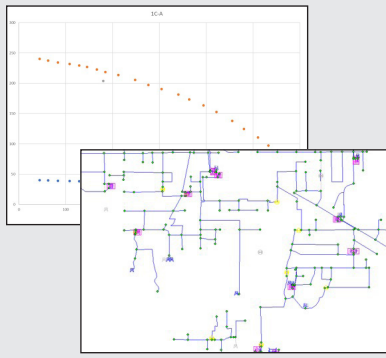
CLIENT CONTACT: George Cardenas
PHONE: 760.868.1212 x311

PROJECT DATES: June 2018 – January 2019

TOTAL PROJECT VALUE: \$50,000

PROPOSED PERSONNEL/ROLE ON PROJECT:

Shyamala Raveendran – *Technical Lead*
Jiajia Huang – *Project Engineer*
Rob Weber – *Principal-in-Charge*



The District requested updating the hydraulic model (built in 2010) to enable their in-house staff to utilize this tool and plan for growth and optimize their water system operations. The District's goals in updating the hydraulic model were to (1) Identify and resolve known seasonal low water pressures within their pressure zones (2) Identify the best location for additional groundwater well sources (3) Identify the most suitable location for additional water storage, if deemed needed. The District also maintains and updates their water system Geographic Information System (GIS) database in-house and requested that InfoWater be utilized for seamless integration with their GIS database. IEC collected and reviewed the District's current data files and provided a list of recommendations on data clean-up to expedite model build. IEC created a fully-dynamic all-pipes model of the system and calibrated to SCADA results.

KEY PROJECT COMPONENTS & ISSUES

- Water Distribution Model and Calibration in InfoWater using limited Operational data/SCADA

ABILITY OF THE PROPOSER TO PERFORM

WATER DISTRIBUTION MODEL UPDATE AND CALIBRATION

AGENCY: Fallbrook Public Utility District
990 East Mission Road
Phelan, CA 92371

CLIENT CONTACT: Aaron Cook

PHONE: 760.999.2713

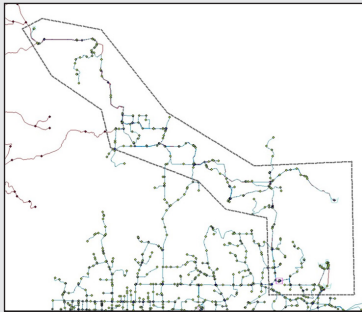
PROJECT DATES: April 2019 – November 2019

TOTAL PROJECT VALUE: \$40,000

PROPOSED PERSONNEL/ROLE ON PROJECT:

Shyamala Raveendran – *Project Manager*

Jiajia Huang – *Project Engineer*



As part of a service area annexation, DeLuz Heights Municipal Water District became part of Fallbrook Public Utility District (District/FPUD). IEC helped consolidate/merge both DeLuz and District models and calibrate the new model to represent the District's service area in its entirety which consists of 9,215 services, 9 pressure zones, 8 storage tanks, about 30 pressure reducing valves, and several booster stations. The models were merged within the InfoWater environment and the merged model was calibrated in steady-state with latest boundary conditions, demand, and control logic. The new model's intended use is to support planning, design, and fire flow test purposes.

KEY PROJECT COMPONENTS & ISSUES

- Merge both FPUD and DeLuz models in InfoWater to create one definitive model for the District
- Updated the new 8,000 link model and calibrated with the most current information available (e.g. GIS network, boundary conditions, control settings, demand, etc.)
- Calibrated the updated model under steady-state using historical fire flow test data.

AFFIDAVIT OF NON-COLLUSION

AFFIDAVIT OF NON-COLLUSION BY CONTRACTOR

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

Robert S. Weber, being first duly sworn deposes

and says that he/she is _____ President _____

(Insert "Sole Owner", "Partner", "President", "Secretary", or other proper title)

of _____ Infrastructure Engineering Corporation _____

(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: _____ Robert S. Weber _____ Title: _____ President _____

Date: _____ December 19, 2019 _____

March 2013

SHYAMALA RAVEENDRAN, PE

PROJECT MANAGER

PROFESSIONAL REGISTRATION

Registered Professional Engineer
California No. C72074

EDUCATION

San Jose State University
M.S. Civil Engineering – Water Resources, 2003

Michigan Technological University
B.S. Environmental Engineering, 1998

CERTIFICATION

AWWA Utility Risk and Resilience Certification Program

AFFILIATIONS

American Water Works Association – Water Resources Sustainability-Division Committee (2013 – present), and Innovations Committee

Water Reuse

PRESENTATIONS

“Data Governance & Quality Management – a Hydraulic Modeler’s Perspective”
AWWA (Utility Management Conference), Nashville, TN, March 2019

“Fast & Furious Hydraulic Modeling with SCADA”
ACE Workshop & Presentation, Chicago, IL, June 2016

“It’s Not Just Pressure, It’s a Vital Sign”
AWWA (Water Infrastructure Conference) Poster, Bethesda, MD, October 2015

“Engineers Without Borders Honduras Site Investigation Trip”
ASCE Chapter, San Jose, CA, March 2009

QUALIFICATIONS

Ms. Raveendran has over 18 years of experience working with hydraulic modeling, water and wastewater master planning related projects as technical reviewer, engineer, and project manager.

PROJECT EXPERIENCE

Water Distribution System Hydraulic Analysis Update, City of Vernon – Took over role of Project Manager and Senior Engineer to complete model update. Work also involved various systems operations analysis to convert a system operated via elevated tank to a closed system (without tank) using InfoWater. Preliminary control settings for wells and boosters to operate as closed-system for City to troubleshoot in field was established using the updated model. Conducted an 8-hour orientation training on InfoWater for City Staff on updated model.

Raw Water System Master Plan Phase I, Valley Water – Project Manager for hydraulic modeling of raw water transmission mains and two treatment distribution lines using InfoWater.

Valley Water provides water to Santa Clara County residents and business via a complex network of distribution facilities, including three pumping plants, 94 miles of raw water pipelines (including tunnels), the San Felipe portion of the Central Valley Project imported water pipeline, creeks, diversion dams, ditches and canals. The raw water system conveys about 35 billion gallons of water annually. The District’s treated water is delivered to water retailers through a complex transmission and delivery system consisting of 11 treated water pipelines and 27 customer turnouts.

Technical Lead for hydraulic analysis and review of establishing level of service goals for the raw water system to facilitate future phases of the Master Plan.

Water Source Capacity Feasibility Study, Sheep Creek Water Company – Senior Project Engineer. Responsible for review of water consumption and production data, and relevant documents to perform water supply and demand analysis in compliance with the State Water Board’s Compliance Order and develop alternatives to increase water supply reliability and reduce water demand.

Water Distribution Model Build & Calibration, Sheep Creek Water Company – Senior Project Engineer in charge of model build and steady state calibration of this 1,200 service-connection system using InfoWater. Model was converted to EPANET format for client use. Calibrated model will be used for capital improvement project justification.

Water Distribution Model Update/Build, Phelan Piñon Hills Community Service District – Technical Lead responsible for and overseeing the creation and calibration of water distribution system model having 6,900 services, 16 pressure zones, 35 storage reservoirs, 32 pressure reducing stations, 63 booster pumps, and 11 wells. InfoWater was used to import information via “GIS Gateway” to create an all-pipes model. Model was calibrated in both extended period and steady state conditions. Simultaneous work with the District involved overseeing various design support alternatives using the older model after minor updates.

Water Distribution Model Update and Calibration, Fallbrook Public Utility District – Project Manager and Technical Reviewer responsible for model update and calibration activities for the District's water distribution system model consisting of 9,215 services, 9 pressure zones, 8 storage tanks, about 30 pressure reducing valves, and several booster stations. Two separate models were merged in InfoWater to produce one model of the system. The merged model was calibrated in stead-state with latest boundary conditions, demand, and control logic within client schedule requirements.

As-Needed Water Distribution Modeling Services, City of Oceanside – Project Manager, Technical Reviewer & Senior Project Engineer for various tasks related to system operations changes, design support, and new development related impact studies.

Water Model Update, Elsinore Valley Municipal Water District – Project Manager/Engineer in charge of model update existing water distribution system utilizing Data Quality Management approach. Working with District to create better business processes, leverage existing technology and resources to facilitate and sustain data maintenance standards before any hydraulic model update and calibration tasks.

As-Needed Water Modeling Services, Olivenhain Municipal Water District – Project Manager, Technical Reviewer & Senior Project Engineer for various tasks related to system operations changes, design support, and new development related impact studies.

Capital Infrastructure, California Water Services Company – Provided technical advisory and support of Cal Water’s multi-million dollar Capital Improvement Projects in 25+ water systems throughout California in the following areas:

- Design of tank, well, pump, valve, and pipeline infrastructures
- Supply-demand analysis of water distribution systems
- Product & Project Management of Hydraulic Model build & maintenance
- Business Development of Water Recycling and Reuse

System Operations, California Water Services Company – Performed quick but detailed assessment of water system operational issues by studying local water system operations as well as regional water operations across California that averts business impacts in the following areas:

- Drought/Emergency Preparedness
- Operational risks
- New Business Fire Flow and Surge Tank Requirements Studies

- Customer complaint related Low/High Pressure Studies
- Water-Energy Cost Savings & Energy Tariff Selection
- Operational Optimization of Tank, Well, Pump, Valve, and Pipeline infrastructures
- Analytics & Visualization of complex research data
- Mass-balance calculations for Unplanned Discharge events

Data Analysis, California Water Services Company – Employed a broad range of tools like hydraulic models, data models, statistics & data science, data visualization, geographic information technology, and asset management concepts to distill and present complex studies to a broader audience that supports Capital Infrastructure, System Operations and Field Study work mentioned above.

Field Studies, California Water Services Company – Performed a variety of field work to aid water system optimization studies by:

- Development, execution, and supervisory of flow & pressure monitoring studies
- Procurement & deployment of innovative flow and pressure monitoring strategies

JIAJIA HUANG, PE

PROJECT ENGINEER

PROFESSIONAL REGISTRATION

Registered Professional
Engineer
California No. C84916

EDUCATION

University of California,
Los Angeles
M.S. Civil Engineering, 2013

University of California,
Los Angeles
B.S. Civil Engineering, 2012

QUALIFICATIONS

Ms. Huang specializes in utilities planning and preparation of water and wastewater regulatory compliance documents. Ms. Huang is experienced in water and wastewater hydraulic analysis and asset management planning using GIS-integrated modeling software include InfoWater, InfoSWMM, InfoSewer, and InfoMaster.

PROJECT EXPERIENCE

Water Distribution Model Update/Build, Phelan Piñon Hills Community Service District – Project Engineer responsible for data collection, review, model build, calibration of water distribution system model having 6,900 services, 16 pressure zones, 35 storage reservoirs, 32 pressure reducing stations, 63 booster pumps, and 11 wells. InfoWater was used to import information via “GIS Gateway” to create an all-pipes model. Simultaneous work with the District involved overseeing various design support alternatives using the older model after minor updates.

Water Distribution Model Update and Calibration, Fallbrook Public Utility District – Project Engineer responsible for data collection, review, model calibration of InfoWater model for a distribution system consisting of about 6,800 plus valves, 8 tanks, an Ultraviolet Water Treatment Facility and 1 reservoir serving over 9900 customers. Work involved merging two hydraulic models, cleaning up network connectivity issues, updating boundary conditions, control settings per SCADA, demands and steady-state calibration of newly merged model for the District.

Water, Wastewater, and Recycled Water Master Plan, City of Hesperia – Project Engineer. Responsible for preparing a water, wastewater, and recycled master plan update for the City that included the development of a water, sewer, and recycled system hydraulic model through GIS integration, system demand projections to the year 2040, and a Capital Improvement Program (CIP).

WaterSourceCapacityFeasibilityStudy, SheepCreekWaterCompany – Project Engineer. Performed water supply and demand analysis by reviewing ten years of customer billing and well production records within a short turnaround time. The existing 2018 water supply was calculated along with the system’s future demands based on service area, population growth forecasts, and planning documents. Furthermore, the influence of the previous drought on the water system’s demands by looking at pre-drought and post-drought water data beginning late 2011 to 2018 were also evaluated.

As-Needed Water Distribution Modeling Services, *City of Oceanside* – Project Engineer for various tasks related to system operations changes, design support, fire flow* validation, and new development related impact studies. *Fire flow module was used to identify critical nodes and to validate field tests.

As-Needed Water Modeling Services, *Olivenhain Municipal Water District* – Project Engineer for various tasks related to system operations changes, design support, fire flow* validation, and new development related impact studies. *Fire flow module was used to identify critical nodes and to validate field tests.

Water Hydraulic Analysis for Miramar Clearwell Improvement, *Simon Wong Engineering* – Project Engineer. Responsible for modeling of the proposed pipe network and performed hydraulic analysis for design support.

El Monte GIS Update, *City of El Monte* – Project Engineer in charge of coordinating sewer main updates between DCSE (GIS sub-consultant) and City of El Monte staff to update the City's geodatabase. Upon QA/QC of GIS updates in ArcGIS environment, attribute information will be imported into the City's wastewater hydraulic model to update sewer Capital Improvement projects.

Water Source Capacity Evaluation, *San Dieguito Water District* – Staff Engineer. Responsible for hydraulic model analysis of the water system by pressure zone and the source reservoir under different flow conditions, and evaluating the system's source capacity, storage capacity, and emergency connections.

Water System Impact Study for Saddleback and JBJ Ranch, *Elsinore Valley Municipal Water District* – Staff Engineer. Responsible for digitizing the proposed new facilities to the hydraulic model and validating the sizes of the proposed facilities with hydraulic model analysis, evaluating the water system for potential impacts due to the project demands, and evaluating the storage capacity of the reservoirs that serve the project site using extended period simulation.

Water Supply Analysis for Ranch Hills, *Olivenhain Municipal Water District* – Staff Engineer. Responsible for updating the water demand projection for the proposed project, digitizing proposed facilities into the hydraulic model based on the previous Water Supply Analysis (WSA), performing a hydraulic analysis to re-evaluate the proposed facilities recommended in the previous WSA under different flow conditions, and confirming the sizes of the proposed facilities.

Hydraulic Model Analysis for Potable Water Storage, *Olivenhain Municipal Water District* – Staff Engineer. Responsible for analyzing the potable water storage reservoirs by storage zone using InfoWater, evaluating the storage capacity of the reservoirs for existing conditions and improvements under different flow conditions to determine the impacts on the overall storage requirements for the District.

ROBERT S. WEBER, PE

PRINCIPAL-IN-CHARGE

PROFESSIONAL REGISTRATION

Registered Professional
Engineer
California No. C59312

EDUCATION

State University of New York
at Buffalo
B.S. Civil Engineering, 1990

AFFILIATIONS

American Society of Civil
Engineers

American Water Works
Association

American Consulting
Engineers Council – California
(Water Resources Committee)

QUALIFICATIONS

Mr. Weber has 29 years of civil engineering and project management experience on a variety of municipal and public works water, wastewater, and recycled water projects. Specific project experience includes conveyance pipelines; reservoirs and tanks, water pump stations, and sewer lift stations. He has also successfully managed several as-needed services contracts for municipalities and water/wastewater utilities. Mr. Weber is thoroughly familiar with design standards, techniques and analytical methods, bid specifications, and cost estimating. His experience extends beyond civil engineering to include securing required project permits, fostering cooperative interagency approvals, and gaining community project acceptance.

Mr. Weber's project success based is on his ability to understand the client's needs and objectives and translate them into actions during execution of the project. He prides himself in involving the client in the project, and ensuring the technical staff understands the critical issues of the project. His engineering decisions and designs are based on careful considerations of project needs and specific site characteristics. His dedication to quality effectively manages project risks and controls construction and operational costs.

PROJECT EXPERIENCE

Water Distribution System Hydraulic Analysis, City of Vernon – Assisted with the condition assessment of the City pump station facilities including assessment of condition and configuration and made recommendations for future improvements to bring stations up to current standards. Assisted with collection of data for development and calibration of a water system hydraulic model that was used to evaluate the feasibility of removing the City's only storage reservoir from the water distribution system and system operation as a closed system.

Water Distribution Model Update/Build, Phelan Piñon Hills Community Service District – Principal-in-Charge. Project included for data collection, review, model build, calibration of water distribution system model having 6,900 services, 16 pressure zones, 35 storage reservoirs, 32 pressure reducing stations, 63 booster pumps, and 11 wells. InfoWater was used to import information via "GIS Gateway" to create an all-pipes model. Simultaneous work with the District involved overseeing various design support alternatives using the older model after minor updates.

Feasibility Report for Sheep Creek Water Company Addressing Water Source Capacity Issues, Sheep Creek Water Company – Principal-in-Charge. IEC was commissioned to find alternative water

sources, which included evaluating the opportunity to consolidate with a neighboring water purveyor. The study included a water supply and demand analysis considering pre-drought and post-drought system characteristics and a cost evaluation of the potential solutions. IEC interviewed the water company's staff to develop maps and understand the water system. Two alternatives were developed in close coordination with SCWC and DDW. One alternative included maintaining SCWC as a private water purveyor by drilling and operating additional water supply wells, and the second alternative included interconnecting and consolidating the water system with a neighboring water purveyor. The evaluation included technical feasibility and the financial impact to SCWC. IEC developed probable construction cost estimates, long-term operation and maintenance cost, and project implementation schedules for both alternatives for comparison purposes. IEC proactively coordinated with DDW, the Mojave Water Agency, the Phelan Pinon Hills Community Services District (PPHCSD) to execute the development of the report.

RICHARD H. KENNEDY, PE

TECHNICAL REVIEW & QA/QC

PROFESSIONAL REGISTRATION

Registered Professional Engineer
California No. M18710

EDUCATION

California Polytechnic State University, San Luis Obispo
B.S. Mechanical Engineering, 1975

CERTIFICATION

Certified Construction Documents Technologist (CDT)

AFFILIATIONS

American Water Works Association

California Water Pollution Control Association

Water Environment Federation

QUALIFICATIONS

In Mr. Kennedy's 44 year career, he has personally managed the design of more than 10 pump station projects ranging in size from very small to over 400 mgd, with a variety of types of pumps and drive configurations. He prides himself on working closely with his clients, and ensuring the design team understands the critical issues of the project. He is dedicated to delivering detailed and quality bid packages. He effectively manages project budgets, schedules and risks, and continually finds ways to minimizing construction and operational costs.

PROJECT EXPERIENCE

Santa Margarita Conjunctive Use Project Facilities, Fallbrook Public Utilities District (FPUD) – Project Manager for the design of treatment facilities associated with an agreement between FPUD and the federal government that settled a century long dispute over water rights of the Santa Margarita River. The agreement included Camp Pendleton providing approximately 8 mgd of ground water to FPUD, actual flowrates being dependent on the month of the year and rainfall of the previous year, that was high in iron, manganese, and TDS. The treatment train included 8 mgd of iron and manganese utilizing greensand media within six 12' diameter and 30' long pressure vessels. A side stream treated with RO membranes was remixed to create a product water to match the water quality of FPUD's imported water. The product water was pumped directly in the distribution systems. Distribution system improvements included two miles of 24-inch CML&C steel pipe, a remote 8 mgd pump station and 6 MG steel water storage tank. Project services included: 1.) distribution system modeling, 2.) establishment of water quality goals, 3.) evaluation of potential process treatment trains and configurations, 4.) preliminary design, 5.) final design, 6.) design service during construction phases, 7.) public outreach, and 8.) permitting assistance.

Leucadia Pump Station, Leucadia Wastewater District – Project Manager for the condition assessment, preliminary and final design for a 4.0 MGD wastewater lift station for the Leucadia Wastewater District. The Leucadia Pump Station is the District's largest pump station with four 200-horsepower (hp) variable speed driven (VFD) pumps currently in place. This rehabilitation project will include the replacement of the four large pumps with three slightly smaller 150 horsepower pumps and two 25-hp jockey pumps to accommodate the wide range of flows to the pump station. The project will include the reuse of two relatively new 200 hp VFDs for two of the new 150 hp pumps, all new ductile iron piping, valve and appurtanences. The new pumps will be dry pit submersible type. The T-locked wet well will be repaired, and odor control equipment and other minor equipment replaced.

Attachment B – Resumes

PATRICK R. MULVEY, PE

CONDITION ASSESSMENT TASK LEAD

PROFESSIONAL REGISTRATION

Registered Professional
Engineer
California No. C69189

EDUCATION

San Diego State University
B.S. Civil Engineering, 2002

Mesa College
A.S. Landscape Architecture
Technician, 2012

AFFILIATIONS

American Society of Civil
Engineers

Chi Epsilon, Civil Engineering
Honor Society

QUALIFICATIONS

Mr. Mulvey has 17 years of civil engineering design experience with a range of projects including, but not limited to pump stations, pipelines, and reservoirs. Project challenges have included pumping station replacements and upgrades, complicated horizontal and vertical pipeline alignment design, through congested utility corridors, site planning for replacement facilities, development of plans, specifications, and cost estimates, and various engineering calculations.

PROJECT EXPERIENCE

Water Supply Backup Well Facility at City Corporation Yard, City of Menlo Park – Senior Designer for 200 HP deep well submersible pump and piping connections, a 5,000 gallon hydropneumatic tank, on-site disinfection facilities, 350kW Emergency Generator, connection to City's potable water distribution system, connection to storm drain, landscaping improvements, and associated electrical and controls for the well head pump station and integration to the Corporation Yard's electrical power system.

Emergency Water Supply Project, City of Menlo Park – Project Engineer for project to construct wells providing emergency backup potable and firefighting supply for eastern portion of City of Menlo Park. At present, 100% of potable water supply for eastern Menlo Park is provided to the Menlo Park Municipal Water District via the San Francisco Public Utilities Commission's Hetch Hetchy Aqueducts Nos. 1 and 2, which cross several active faults en route to the Bay Area. Co-developed and implemented innovative site and ranking process that combines engineering, hydrologic, and community "livability" criteria along with engineering and hydrologic factors. Principal author of several technical memoranda describing the site ranking process and presenting recommendations for emergency well siting.

La Jolla View Reservoir and Pipeline Replacement Project, City of San Diego – Project Engineer for PDR and PS&E for 3.1 MG reservoir, 3,000 ft of 30" welded steel pipe, and demolition of two outdated reservoirs. Reservoir is comprised of pre-stressed concrete tank that is fully buried with limited surface features. Project includes extensive habitat restoration and public outreach support due to the tank location in a scenic, hilltop park in coastal La Jolla area.

Tenaja Pump Station, Rancho California Water District – Design Engineer for the design of a 6,300 gallon per minute water pump station to pump from the District's 2260 pressure zone to the 2550 pressure zone. The pump station will include four (4) vertical turbine

pumps, control valves, flow meter, bypass/pressure reducing valve, chloramination feed and control system that includes an on-site hypochlorite generator, standby power system, surge control system, and site piping to connect to the District's existing system. The new pump station will provide a redundant source of supply to the 2550 zone and enable this zone's other pump station to be rehabilitated in order to provide a safe and reliable water supply for the area.

Gano Reservoir Alternatives Analysis, Olivenhain Municipal Water District – Design Engineer for an alternatives analysis to examine options for 6.5 MG of new potable water storage adjacent to the future Black Mountain Ranch community in San Diego. Developed and compared alternatives for twin steel and concrete tanks and partially buried single concrete tank.

Graham Reservoir and Athletic Field Project, City of Mountain View – Design Engineer for an 8 MG buried concrete reservoir, pump station and athletic fields on the site of Graham Middle School. Other project elements include over 2,600 lf of new water pipeline along City and Caltrans streets, civil site improvements, utility relocations, and permitting requirements from the Division of State Architect (DSA), Fire Department, and Caltrans District 4. The major project issues include community involvement, traffic issues, conflicts with existing utilities, and coordination between the City, Mountain View Whisman School District, Division of State Architect, and the Middle School.

CHRISTIAN MINERMAN, EIT

ENGINEER III

PROFESSIONAL REGISTRATION

Engineer-in-Training
No. 159533

EDUCATION

California State University,
Long Beach
B.S. Mechanical Engineering,
2015

Qualifications

Mr. Minerman's experience includes 4PRO/E , MATLAB, NX U-G, Solidworks, Abaqus, Microsoft Office, Autocad, and Primavera.

Project Experience

Santa Margarita Conjunctive Use Project Facilities, Fallbrook Public Utilities District (FPUD) – Engineer for the design of treatment facilities associated with an agreement between FPUD and the federal government that settled a century long dispute over water rights of the Santa Margarita River. The agreement included Camp Pendleton providing approximately 8 mgd of ground water to FPUD, actual flowrates being dependent on the month of the year and rainfall of the previous year, that was high in iron, manganese, and TDS. The treatment train included 8 mgd of iron and manganese utilizing greensand media within six 12' diameter and 30' long pressure vessels. A side stream treated with RO membranes was remixed to create a product water to match the water quality of FPUD's imported water. The product water was pumped directly in the distribution systems. Distribution system improvements included two miles of 24-inch CML&C steel pipe, a remote 8 mgd pump station and 6 MG steel water storage tank. Project services included: 1.) distribution system modeling, 2.) establishment of water quality goals, 3.) evaluation of potential process treatment trains and configurations, 4.) preliminary design, 5.) final design, 6.) design service during construction phases, 7.) public outreach, and 8.) permitting assistance.

Prior Experience

Stanek Constructors, Carlsbad – Project Engineer

- Reviewed, approved, and submitted technical information with respect to sewage treatment systems including: electrical, mechanical, civil, and architectural information.
- Applied real world hardware dimensions to engineer supplied designs to accurately dimension pipe and building layouts of sewage and chemical systems in Autocad.
- Scheduled tasks for projects up to a year in length with Primavera in an order to maximize productivity.

Boeing BR&T Lab, CSULB Long Beach – Material Process and Physics Engineering Intern

- Assisted in the qualification and optimization of the orbital drilling process and the tooling associated with the fuselage-wing connection of the 777X commercial jet.
- Maintained long term design projects and short-term machine and shop maintenance duties based on degrees of importance.

CHRISTIAN RAMIREZ

STAFF ENGINEER

EDUCATION

San Jose State University
B.S. Civil Engineering, 2020
(expected)

QUALIFICATIONS

Mr. Ramirez's is experienced in AutoCAD, Surveying, Transportation Engineering, Probabilistic Models for Civil Engineering Decisions, Engineering Economics, Public Speaking, Geotechnical Engineering, Structural Analysis, Environmental Engineering, Hydraulic & Hydrology Engineering, and Concrete Structural Design.

PROJECT EXPERIENCE

Santa Clara Valley Water District –

Reliability Improvement Project (Budget - \$300+ million)

- Tracked deficiencies, RFIs, submittals, and fire department inspections/packages for compliance with contract
- Created 3D model of Rinconada Water Treatment Plant using AutoCAD
- Audited contractors and construction manager on design changes, and redlines
- Developed and maintained various databases and computer files and used specialized engineering software
- Inspection of contractor field activities

Residuals Remediation Project (Budget - \$1+ million)

- Verified design drawings and specifications
- Provided technical support in projects planning and design phase
- Prepared Engineering Specifications, Drawings, Sketches, and other supporting documentation
- Prepared technical reports and documentation regarding engineering-related issues

Scott Humphrey, PE, GISP

SENIOR TECHNICAL ADVISOR QA/QC REVIEWER

Scott has a civil engineering background with an emphasis on water hydraulic modeling and master planning. He is knowledgeable in hydraulic modeling using InfoWater, WaterGEMS, InfoSWMM, SewerGEMS, H2ONET, H2OMap Water, H2OMAP Sewer, INFOsewer, HYDRA, and XP-SWMM. He has extensive experience with Geographic Information Systems (GIS) using ArcGIS (ArcINFO) and Autodesk Map. He is also proficient in the development of Urban Water Management Plans (UWMPs) for the state of California which support the suppliers' long-term resource planning to ensure that adequate water supplies are available to meet existing and future water needs.



EDUCATION

BS, Chemical Engineering,
University of Pittsburgh,
1992

OFFICE LOCATION

Lincoln, NE

PROFESSIONAL LICENSE

Professional Engineer
NE, CA, OR; Certified GIS
Professional

YEAR OF EXPERIENCE

Industry: 27 years
HDR: 1 year

RELEVANT EXPERIENCE

Metropolitan Utilities District, Water Distribution Hydraulic Model, Omaha, NE. Hydraulic Modeler.

HDR is assisting MUD with the development of an InfoWater hydraulic model using MUD's existing water system GIS database, which includes a review of MUD's GIS for water model integration, recommended schema changes to support model integration, and network review for model network connectivity. HDR identified GIS errors for MUD to reconcile in their GIS and developed a GIS gateway for GIS facility import. This project includes steady state and extended period simulation (EPS) calibration and hydraulic model training for MUD staff to operate and maintain the hydraulic model and the GIS database. The final phase of this project is to perform a water main criticality assessment to assess the hydraulic criticality of individual modeled pipes using various level of service measures.

City of Vernon, Water Distribution System Hydraulic Analysis, Vernon, CA. Project Manager.

Responsible for the development and calibration of a water system hydraulic model that was used to evaluate the feasibility of removing the City's only storage reservoir from the water distribution system. The results of the hydraulic analysis were used to determine the improvements necessary for the City to operate as a closed system. The water system model was developed by integrating the City's existing GIS water system data into H2OMap Water hydraulic modeling software.

City of Missoula, Water System Master Plan, Missoula, MT. Hydraulic Modeling.

Scott is serving as the hydraulic modeler for the development of a Water Facilities Master Plan that includes an evaluation of the existing facilities and infrastructure to identify capacity and operations related needs. Using an InfoWater water distribution system model, identifying system deficiencies, and assessing the reliability of the system. HDR is preparing a pipeline renewal plan and developing recommendations for improvement projects including development of a CIP.

Cheyenne Board of Public Utilities, North Transmission and Storage Study, Cheyenne, WY. Hydraulic Modeling.

Cheyenne BOPU was concerned the existing system could not meet future demands and pressure requirements. The goal was to improve the capacity of the water distribution system to meet future water demands, provide redundancy, and simplify the operation of the system. This study developed technical and economical solutions to resolve immediate or near-term issues and a long-term plan to support new development and ease operational challenges.

City of Mountain View, Water System and Sewer Master Plan, Mountain View, CA. Project Manager.

Scott prepared a Water and Sewer System Master Plan. The major elements included design criteria, water demand flow projections, development of water system hydraulic model using InfoWater, water storage requirements, water supply alternatives, pump station evaluation, capital improvements program, and connection fees. Scott also assisted with the preparation of their Urban Water Management Plan.



EDUCATION

Bachelor of Science, Civil Engineering, California Polytechnic State University, San Luis Obispo

REGISTRATION

Registered Civil Engineer, California No. 66885

YEARS OF EXPERIENCE

17 Years

David Spencer, PE

Asset Management Plan Task Lead

David developed and implemented condition assessment and renewal programs encompassing over 60,000 miles of pipelines in the U.S. David specializes in developing and implementing practical results-oriented programs for aging water, recycled water, and wastewater infrastructure. He is adept in interacting with all levels of a utility organization from field staff to management. David is currently engaged in the evaluation of several emerging condition assessment technologies including acoustic testing, non-destructive examinations, an ASCE Manual of Practice, and other Water Research Foundation projects. Proficient in ESRI and Microsoft analytical tools, David has supported many high performing utilities in building and refining asset management practices including the Cities of San Diego, Poway, Vista, Phoenix and Honolulu, Vista Irrigation District, Los Angeles Bureau of Sanitation, Johnson County Wastewater, and Seattle Public Utilities.

RELEVANT EXPERIENCE

City of Vista, 2016 Comprehensive Sewer Management Plan, Vista, CA

Asset Management Lead. David developed an asset management program and plan that will close gaps in the asset registers for GIS/Cityworks/Pipelogix/hydraulic model. David identified likelihood and consequence of failure for asset risk, replacement costs, renewal prioritization, and evaluation of levels of service and associated levels of investment. He conducted workshops with operations staff on best practices and SOPs. The results of asset management analysis and asset information was coordinated with GIS staff for inclusion in appropriate systems and the identification of asset management software. A continuous improvement plan was developed that includes analysis of existing business processes and systems and identification of prioritized opportunities for improvement for policies, processes and systems.

City of Carlsbad, Water, Sewer and Recycled Water Master Plan Update, Carlsbad, CA

Asset Management Lead for an asset management plan for water sewer and recycled water assets as part of the master plan project. HDR is supporting InfoMaster configuration, estimated useful life for cost forecasting, development of risk criteria and decision logic, rehabilitation and replacement planning, and condition assessment planning.

Rainbow Municipal Water District, Condition Assessment of Water Facilities, Fallbrook, CA

Asset Management Lead for this project, which established prudent and defensible investment levels, focused those investments to maximize return on investment, optimized data collection practices, and developed data-driven decision making.

Padre Dam Municipal Water District, Padre Dam Pipeline Risk Prioritization, Santee, CA

As Asset Management Lead, David provided data assessment and cleansing, risk model development, condition assessment decision making logic, implementation plan for change management, training, and support for presentations to key stakeholders.

Mesa Water District, Pipeline Integrity Testing Program, Costa Mesa, CA

Mesa Water District performed an age-based assessment for over 300 miles of water distribution piping, which resulted in an estimated replacement cost of \$300 million within the next 30 years. Because their break rates were not consistent with this forecast, HDR was selected to assist Mesa Water in the determining the remaining useful life of their water main pipeline by evaluating historical data, identifying the appropriate test methodology, and continuously refining the testing program to focus Mesa Water's rehabilitation and replacement efforts and provide the most value to customers. The scope expanded to include performing a survey of the cathodic protection system and a close-interval survey.

Otay Water District, Asset Management Plan, Otay, CA

Prepared a district-wide asset management plan as the framework for district staff to implement the ongoing condition assessment and associated service life estimates for all of the fixed assets. The project included the development of asset criticality criteria, condition assessment rating and ranking criteria, and asset valuation methodology that serve as the basis for future rates and bond financing.

Water Distribution Asset Management Plan Development, Phoenix, AZ

The City of Phoenix owns and operates approximately 7,000 miles of distribution systems wants to refine its asset management plan for water distribution and transmission mains. David, as the technical lead, provided an overall program assessment which included: data clean-up and analysis, development of long term renewal investment levels, development of near-term renewal project identification and prioritization procedures, and knowledge transfer to City staff to support more efficient and effective data driven decision making.

City of Westminster, Westminster Distribution System Renewal Program Prioritization and Modeling, Denver, CO

Asset Management Lead. Evaluated the water distribution system and prioritized water main repair and replacement projects based on a number of criteria. A risk analysis and prioritization factors matrix was established and was used to develop an optimized pipe and valve replacement capital improvement program (CIP).

Asset Management Program Update - Zone 7 Water Agency, Alameda, CA

Developed Zone 7's asset management program policies and framework including: an information system roadmap, inspection and condition assessment procedures, and repair, rehabilitation and replacement decision making processes for mechanical equipment and pipelines. Implemented a condition assessment program to support development of a near-term rehabilitation and replacement budget.

hdrinc.com



Eric Scherch, PE

Project Manager

Eric Scherch has more than 14 years of experience including developing, planning, and implementing asset management programs throughout the U.S. Eric focuses on risk analysis, operations and maintenance, condition assessment, aging infrastructure renewal forecasting, renewal decision making, program alternative evaluation, information systems development, regulatory reporting, staffing analyses, and work planning. Eric has served as a project manager or technical lead for clients such as Orange County Sanitation District, City of Vista, City of San Diego, West Basin Municipal Water District, San Antonio Water Systems, City and County of Honolulu, Seattle Public Utilities, Winston-Salem, and Eugene Water & Electric Board.

EDUCATION

BE, Civil Engineering, Duke University

REGISTRATIONS

Registered Civil Engineer, California #74238

CERTIFICATIONS

NASSCO PACP and MACP Certified

PRESENTATIONS

Criticality Evaluation in Decision Making – Case studies in using consequence of A Pipe Failure to Drive Decision Making; Padre Dam Municipal Water District; AWWA ACE19

Pipeline Condition Assessment Data Without the Excavation and Cost; Rainbow Municipal Water District; AWWA ACE19

Asset Management Case Studies with InfoAsset Planner (InfoMaster); City of Carlsbad and City of Vista; Innovyze User Group Workshop 2019;

Leveraging Asset Management Data in Master Planning for Comprehensive Sewer Management Plans; City of Vista; WEFTEC 2017; CWEA AC2017, CWEA SARBS May 2019;

RELEVANT EXPERIENCE

City of San Diego, Recycled Water Master Plan. Task lead for pipeline data evaluation, risk model development, and condition assessment. Tasks include GIS based risk model development including likelihood and consequence of failure using readily available City data. Pipeline condition assessment alternatives were evaluated and the selected alternative was performed including a soil corrosivity study for a critical pipeline. Workshops were conducted with City staff to develop the risk model and review pipeline condition assessment recommendations.

City of Vista, Pump Station Self-Operation Feasibility Study. Project Manager for study to evaluate City of Vista self-operation of pump stations. Study included pump station assessment, SCADA evaluation, CMMS evaluation, and operations and maintenance evaluation. Alternatives were evaluated comparing different operation scenarios.

City of Carlsbad, 2018 Sewer, Water and Recycled Water Master Plan Update, Carlsbad, CA. Engineering planning services include Asset Management Master Plan with InfoMaster software implementation and risk model and decision logic development to support condition assessment and renewal planning for the master plan CIP updates. The Asset Management Master Plan includes asset inventory, condition assessment and renewal forecasting. Workshops were conducted throughout the project for staff input, buy-in, and ownership of the asset management program.

2016 Comprehensive Sewer Management Plan, City of Vista, CA. Asset Management Support for gravity sewers and manholes. Responsible for the development of the risk model, asset management planning and renewal forecasting including workshops with operations, engineering and GIS staff. The program includes identifying likelihood and consequence of failure for asset risk, asset replacement costs, asset renewal prioritization, evaluation of levels of service and associated levels of investment, asset renewal forecasting scenarios and identification of asset management software for risk and renewal forecasting. Includes development condition assessment program recommendations and development of a staff owned program. Eric also led support for SOP updates, SSMP Audits, SSMP updates, CCTV software implementation and InfoMaster software implementation.

As-Needed Consultant Services for Wastewater Facility Condition Assessment 2013-2016, San Diego, CA. Multiple task orders including Perceived Exfiltration Support Services, SSMP Audit, SSMP update and operations and maintenance assessment. Reviewed and evaluated methods to identify infiltration and exfiltration from the City's wastewater collection system and reviewed regulatory guidance and other expert opinions about infiltration and exfiltration in addition to a peer review of a variety of documents. SSMP audit conducted per California WDR requirements and work includes a detailed operations and maintenance assessment and update to the SSMP.

Condition Assessment Program Support Quick Start Task, Winston-Salem, NC. Eric was the technical Lead for the Condition Assessment Program Support quick start task for the Collection System Improvement Program Manager Services for City/County Utilities Commission in Winston-Salem, NC. Eric lead workshops to determine Near-Term condition assessment work based on risk and worked with staff to determine goals, technologies, data collection needs, and schedules the first two years of the Program. The approach included a statistical sampling methodology for assessment that included determining appropriate sample sizes for each asset class, field data collection, QA/QC, rehabilitation and replacement forecast analysis, and an implementation plan.

Clark County Water Reclamation District, 5-Year Plan for Asset Management Service, Las Vegas, NV. Supported development of Asset Management Policy and Framework and the Asset Management Program Implementation Roadmap for approximately 2,000 miles of gravity sewer system. Services included working collaboratively with stakeholders to develop a 5-year roadmap. Example initiatives include adding process and instrumentation diagrams to the CMMS to establish a direct link to SCADA, semi-automated work order generation for condition assessment, develop replacement planning model.

City & County of Honolulu Dept. of Environmental Svc., Wastewater Program Management, Honolulu, HI. Provided technical support for wastewater program management for the City and County of Honolulu's \$6 billion court-ordered compliance program, which required Honolulu to implement asset management strategies to eliminate sanitary sewer overflows and upgrade wastewater facilities to full secondary treatment standards. Performed gap analysis and developed implementation plan through extensive workshops with utility staff. Developed condition assessment strategies and optimized renewal decision making using an automated business decision logic which resulted in savings of approximately \$600M dollars over existing practices.

Sanitary Sewer Overflow (SSO) Reduction Program Support, San Antonio Water System, TX. Program Data Manager for \$1.1 billion SSO reduction program for approximately 5,400 miles of sewer system, including implementation of asset management guidelines and requirements for sewer collection system maintenance and renewal. Supported implementation and development of program policies, guidelines, and requirements for collection system operation and maintenance, component and equipment inventory, condition assessment and renewal, capacity assessment and renewal, private and agency owned laterals, SSO response and reporting, standard operating procedures. Implementation included gap analysis and implementation plan including staffing plan, updates to information systems such as the CCTV, Capital Project Delivery, and work order management systems.

DOUGLAS R. DOVE

Principal Consultant



Douglas R. Dove is President of Bartle Wells Associates and directs the operation of the firm while maintaining a principal consultant's role. With over 28 years of consulting experience, he specializes in utility rate analysis, strategic financial planning and project financing. Mr. Dove has developed utility rate structures and financing plans for a wide variety of public infrastructure programs. He has managed the procurement of over \$1 billion in municipal debt and over \$300 million in state and federal grants and low-interest loans. Mr. Dove frequently shares his expertise and has given presentations at conferences including the Association of California Water Agencies (ACWA), the American Water Works Association (AWWA), the California Association of Sanitation Agencies (CASA), the California Municipal Rates Group (CMRG), the California Special District's Association (CSDA), the California Municipal Treasurers Association (CMTA), the California Water Environment Association (CWEA) and Water Reuse. By special request in July 2015, Mr. Dove made a presentation to the California Water Resources Control Board regarding water conservation pricing. Mr. Dove is also a published author of a water rate paper in the Journal of the American Water Works Association (*Implementing Consumption-Based Fixed Rates in Davis, Calif.*). Mr. Dove's expertise also includes assisting agencies in securing state and federal grants and loans and in issuing certificates of participation (COPs), revenue bonds, general obligation bonds, assessment district bonds, Marks-Roos revenue bonds, CFD (Mello-Roos) bonds, private placement loans and other types of debt. Mr. Dove recently finished his term on the board of directors of the National Association of Municipal Advisors (NAMA).

Education

M.S., Civil Engineering - University of California, Berkeley

B.S., Civil Engineering – Drexel University, Philadelphia, PA

Representative Projects

- **City of Paramount:** Comprehensive Water Rate Study
- **City of Davis:** Comprehensive water rate study and surface water project financing plan developed with a 15-member Water Advisory Committee. Completed subsequent water rate updates and a water capacity fee study for the City as well.
- **City of Modesto:** Developed water and wastewater cost of service rate and capacity fee studies.
- **City of Santa Barbara:** Comprehensive water rate and capacity fee study.
- **City of American Canyon:** Comprehensive, multi-year water and wastewater rate study.
- **City of Patterson:** Water and wastewater rate studies and five-year financing plans.
- **City of San Juan Bautista:** Water and Wastewater rate and capacity fee studies, DIF study, Revenue bonds for water and wastewater projects, continuing disclosure services.
- **City of Placerville:** Water and wastewater rate and capacity fee studies
- **Grizzly Flats CSD:** Comprehensive water rate study
- **Del Paso Manor Water District:** Comprehensive water financial plan and rate study.
- **Browns Valley ID:** Water rate study
- **Rio Linda/ Elverta Community Water District:** Comprehensive water financial plan, connection fee and rate study.
- **Madera County, CA:** Rate studies for twenty-three of the county's water and sewer special service districts

- **City of Imperial, CA:** Water and wastewater financial plans and rate studies.
- **East Bay Municipal Utility District:** Comprehensive water rate study and AB 1600 capacity fee review, Wastewater cost-of-service review and capacity fee review, various other financial studies
- **Napa-Berryessa Resort Improvement District:** Developed financing plan for water and wastewater public-private partnership (P3). Prepared assessment engineers report. Formed an assessment district and secured \$11.1 million in federal funding from US Department of Agriculture.
- **City of Monterey:** Developed financing plan and rate study for \$20 million wastewater pipeline rehabilitation project.
- **San Miguel Community Services District, CA:** Water and wastewater financial plans and rate studies.
- **City of Santa Clara:** Wastewater rate and capacity fee study.
- **City of Gilroy:** Water and wastewater rate studies.
- **West Valley Sanitation District (Campbell, CA):** Wastewater rate study, financing plan and bond issuance.
- **City of Ontario/Ontario Redevelopment Agency:** financial advisor on \$134.3 million in development refunding and new money issues (2), which included financing for the Ontario Convention Center.
- **City of Calistoga:** Long range utility financial plan, water and wastewater rates, secured financing for WW treatment plant upgrade (\$6 million SRF loan, \$3 million Small Community Grant, \$3.5 million revenue bonds).
- **El Dorado Irrigation District:** Water and wastewater rate studies.
- **Lake Arrowhead Community Services District:** Financial master plan, \$28 million revenue bond refinancing and water and wastewater rate studies.
- **California Statewide Communities Development Authority:** Financial advisor for statewide pooled revenue bond program (over \$250 million issued for over 32 borrowers).
- **South Bay Water Recycling Program, Phases 1 & 2:** Financial plan and rate study for \$200+ million regional (San Jose area) wastewater recycling program.
- **City of Tulare:** Financial advisor to the city, sale of \$63 million in bonds (3 issues), water and wastewater rate studies.

Professional Memberships

- National Association of Municipal Advisors (former Board Member)
- League of California Cities
- American Water Works Association
- Association of California Water Agencies
- California Water Environment Association
- California Association of Sanitation Agencies
- California Special Districts Association
- Water Reuse Association

Certifications

Certified Independent Professional Municipal Advisor (CIPMA), Registered Professional Engineer (PE) in California (PE# 45642) and MSRB -Registered Municipal Advisor – Series 50

ABIGAIL M. SEAMAN



Project Consultant

Abigail Seaman is a project consultant with Bartle Wells Associates. She works closely with public agencies, engineers, legal counsel, and other consultants to develop water and sewer rates and assessments, and long-term financial plans for utility enterprises. Abigail helps agencies evaluate financing alternatives for public works projects, coordinates state and federal grant and loan applications, and evaluates bond refinancing opportunities.

Education

B.A., Economics – University of California, Davis

Certifications

MSRB-Registered Municipal Advisor (Series 50)

Representative Projects

- **City of Paramount:** Comprehensive water rate study
- **City of Pacifica:** Comprehensive wastewater rate study
- **Marina Coast Water District:** Water and wastewater capacity fee studies
- **City of Seaside:** Comprehensive water and wastewater rate and capacity fee study
- **City of Davis:** Water rate study update developed with Utility Rate Advisory Committee. Stormwater advisory services for South Davis Channel.
- **City of Arcata:** Water and Wastewater Rate and Capacity Fee Study
- **Bodega Bay Public Utility District:** Water and Wastewater Rate and Capacity Fee Study
- **Peninsula Community Services District:** Fee study and assessment engineer's report for water, wastewater, fire, parks & recreation, and streets & lighting
- **City of American Canyon:** Comprehensive, multi-year water and wastewater rate study.
- **Yolo County:** Assessment Engineer's Report presenting costs per resident for water system consolidation project between North Davis Meadows CSA and City of Davis
- **City of Calistoga:** Long range utility financial plan, water and wastewater rate studies
- **Sonoma County Water Agency:** Wastewater rate study to prepare for the annexation of a district into the City of Santa Rosa's wastewater system.
- **California Rural Water Association:** On-call consultant for water and wastewater rate studies
- **City of Alameda:** City-wide capital improvement budget and revenue projections; analysis of historical revenue and expense trends
- **Town of Yountville:** Water and wastewater rate study, rate structure re-organization
- **City of Solvang:** Water and wastewater rate studies
- **Mariposa County:** Water and wastewater rate study for four districts within the County
- **Eastern Sierra Community Services District:** Wastewater capacity fee study

THOMAS E. HARDER

Principal Hydrogeologist

EDUCATION

B.S., Geology. California State Polytechnic University - Pomona, 1990

M.S., Geology with Honors. Emphasis in Hydrogeology, California State University – Los Angeles, 1995

PROFESSIONAL REGISTRATIONS

California Professional Geologist (No. 6512)

Certified California Hydrogeologist (No. 588)

PROFESSIONAL AFFILIATIONS

National Ground Water Association

Groundwater Resource Association of California

Wateruse Association

During his 30 years of professional experience, Mr. Harder has provided technical direction and management for some of the largest water resource projects in southern California, including the Chino Desalter Well Field Design and Construction, the Kern Water Bank, and the Mojave Water Agency's Regional Recharge and Recovery Project. His expertise spans a wide range of hydrogeological disciplines, including regional groundwater basin analysis, perennial yield (i.e. safe yield), artificial recharge, groundwater management, groundwater models, contaminant hydrogeology, and water wells.

PROFESSIONAL EXPERIENCE

2008 to Present: *Principal Hydrogeologist*, Thomas Harder & Co.; Anaheim, California

1998 to 2008: *Senior Geohydrologist*, Geoscience Support Services, Inc.; Claremont, California

1997 to 1998: *Principal Hydrogeologist, Geosciences Department Manager*, Parsons Engineering Science; Pasadena, California

1989 to 1997: *Senior Geologist*, Harding Lawson Associates; Irvine, California

TECHNICAL COMMITTEE PARTICIPATION

2016 - Present: Metropolitan Water District of Southern California Regional Recycled Water Recharge Scientific Advisory Panel

2011 to 2016: Kern Fan Monitoring Committee – Groundwater Model Technical Advisory Subcommittee

2010 to 2013: Chino Basin Recharge Master Plan Steering Committee

2009 to 2012: Chino Basin Watermaster Appropriative Pool and Advisory Committee

2003 to Present: Big Bear Lake Department of Water Groundwater Management Technical Review Team

2002: Chino Basin Subsidence Technical Committee

THOMAS E. HARDER

Principal Hydrogeologist

PROJECT EXPERIENCE – WELLS AND WELL FIELD DESIGN

Construction and Testing of Municipal Production Wells – California, Arizona and Mexico

Client: Multiple Water Districts and Cities. 1998 to Present.

Provided technical direction and field oversight for the drilling, design and construction of more than 100 high capacity municipal water supply wells throughout Southern California. Included development of technical specifications, field inspection of the drilling process including borehole logging, inspection of geophysical logging, aquifer zone testing, well construction, well development, pumping tests, water quality sampling, and flowmeter surveys. Provided technical direction for the design of wells including the evaluation of field borehole logs, cuttings samples, sieve analyses, geophysical logs and zone-specific water quality analyses. Prepared and coordinated the preparation of numerous well completion reports.

Well Rehabilitation Projects – Southern California

Client: Multiple Water Districts and Cities. 1998 to Present.

Provided technical direction and field oversight for the rehabilitation of high capacity municipal water supply wells throughout Southern California. Included development of technical specifications, bid support, initial testing including sidewall and CITM, field inspection of the rehabilitation process, and follow-up pumping tests and water quality testing. Rehabilitation processes have included brushing, bailing, swabbing, combination airlift/swab, and chemical rehabilitation. Wells have included:

- *Chino Basin Desalter Authority (13 Wells)*
- *City of Big Bear Lake Department of Water (Mooncamp Well)*
- *City of Fullerton (Well 5)*
- *City of Murrieta (Adams/Juniper Well)*
- *City of Santa Barbara (5 Wells)*
- *Golden State Water Company (Yeager Well No. 3)*
- *Irvine Ranch Water District (Wells 5, 21, 22, 110, and Stockdale West Agricultural Well)*
- *Summit Partners, LLC (Elliott Well)*
- *Western Municipal Water District (5 Arlington Desalter Wells)*

Chino Basin Environmental Water Storage/Exchange Project – Chino Basin, CA

Client: Inland Empire Utilities Agency. 2018 - Present.

Mr. Harder provided a preliminary analysis of various recharge and recovery alternatives associated with a regional recharge and recovery project. The project entails an advanced water treatment facility that would provide up to 15,000 acre-ft/yr of advanced treated recycled water which would be used to recharge the Chino Groundwater Basin using injection wells or recharge basins. This water would be stored solely for ecosystem benefits in the Sacramento-San Joaquin Delta. In-lieu of imported water deliveries, the stored water could be pumped out at a rate up to 50,000 acre-ft/yr and delivered to an imported water pipeline.



THOMAS E. HARDER

Principal Hydrogeologist

Upper Valley de los Caballos Regional Pump Station Project: Hydrogeological Analysis of Options to Optimize Recharge and Recovery – Temecula, CA

Client: Michael Baker International/ Rancho California Water District. 2017 - 2018.

Conducted a hydrogeological analysis of a recharge and recovery project consisting of 23 acres of recharge basins, ten RCWD production wells, releases from Vail Lake, and imported water deliveries. Tasks included development of detailed hydrogeologic cross sections, review of video surveys, water quality analysis, and recommended well rehabilitation schedules.

Main Plant Well 7 Destruction and Well 7A Construction – Fullerton, CA

Client: City of Fullerton. 2018 - Ongoing.

Prepared a Preliminary Design Report for the replacement Main Plant Well 7. Report included hydrogeological setting analysis, site plans, an interference evaluation, and casing cost-benefit analysis. The report is the basis for the Technical Specifications which are currently being prepared. As part of the well drilling process, TH&Co has developed a testing program that includes depth-specific isolated aquifer zone testing to determine which aquifer(s) have detectable volatile organic compounds (VOCs) and Per- and Polyfluoroalkyl Substances (PFAS/PFOA) concentrations to design the well in such a way as to avoid them. TH&Co is working with both the City and Orange County Water District to develop the sampling plan.

Regional Recycled Water Program Feasibility Study – Southern California

Client: Metropolitan Water District of Southern California. 2016 - Present.

Mr. Harder served on an advisory panel for Metropolitan Water District to provide input and guidance for the development of a regional recycled water program that would treat water from the Los Angeles County Sanitation District's Joint Water Pollution Control Plant in Carson, California and deliver it to recharge facilities in the West Basin, Central Basin, Orange County Basin, and Main San Gabriel Basin. The proposed program would ultimately produce up to 150 million gallons per day of advanced treated water for recharge in the basins. Mr. Harder provided input primarily on the hydrogeological aspects of the project.

City of Pomona Integrated Water Supply Plan

Client: RMC Water/City of Pomona. 2010.

Provided an analysis of groundwater supply issues related to an overall water supply strategy for the City of Pomona. Included a detailed condition assessment of 43 wells and development of a rehabilitation/replacement plan and schedule, including life cycle costs.

Stockdale Integrated Banking Project – Bakersfield, CA

Client: Rosedale-Rio Bravo Water Storage District/Irvine Ranch Water District. 2012 to 2015.

Conducted an analysis of potential groundwater level impacts associated with a proposed recharge and recovery project in support of an Environmental Impact Report. The analysis was conducted using a calibrated numerical groundwater flow model developed by TH&Co.

Thomas Harder & Co.
Groundwater Consulting



Ben Lewis

Senior Hydrogeologist

Mr. Lewis has more than nine years of professional experience with regional groundwater basin studies in the Greater Southern California and San Joaquin Valley regions with focuses on hydrogeologic basin assessments and groundwater management. Mr. Lewis has prepared numerous water balances, basin-scale hydrogeologic cross sections, and inputs to groundwater flow models. Mr. Lewis also has experience with land use evaluations, agricultural water demand analyses, analyses of aquifer properties, and surface water delivery analyses. His field experience includes observation during pilot borehole drilling, geophysical logging, isolated aquifer zone testing, well construction, well development, pumping tests, and groundwater quality sampling. Mr. Lewis holds a Bachelor of Science in Geology and is a California Professional Geologist and California Certified Hydrogeologist.

EDUCATION

B.S., Geology. California State University, Fullerton, 2010

PROFESSIONAL CERTIFICATION

California Professional Geologist No. 9347

California Certified Hydrogeologist No. 1047

PROFESSIONAL EXPERIENCE

August 2010 to Present: *Senior Hydrogeologist*, Thomas Harder & Co., Anaheim, California

PROFESSIONAL AFFILIATIONS

National Groundwater Association

South Coast Geological Society, 2018 President

PROJECT EXPERIENCE

Main Plant Well 7 Destruction and Well 7A Construction – Fullerton, CA

Client: City of Fullerton. 2018 - Ongoing.

Prepared a Preliminary Design Report for the replacement Main Plant Well 7. Report included hydrogeological setting analysis, site plans, an interference evaluation, and casing cost-benefit analysis. The report is the basis for the Technical Specifications which are currently being prepared. As part of the well drilling process, TH&Co has developed a testing program that includes depth-specific isolated aquifer zone testing to determine which aquifer(s) have detectable Per- and Polyfluoroalkyl Substances (PFAS/PFOA) concentrations and design the well in such a way as to avoid them. TH&Co is working with both the City and Orange County Water District to develop the sampling plan.

Thomas Harder & Co.
Groundwater Consulting



Ben Lewis

Senior Hydrogeologist

Kiowa Well No. 1 – Apple Valley, CA

Client: Golden State Water Company. 2018 – 2019.

Provided project management and coordination during drilling, well design, well construction, well development and testing of one 18-inch diameter municipal supply well. The well was constructed to a total depth of 590 ft below ground surface. Prepared the Preliminary Design Report and Technical Specifications during the first phase of the work. Responsibilities during the drilling phase included coordination, correspondence, troubleshooting, and scheduling with field personnel, drilling contractor, and Golden State Water Company

Grand Avenue Well – Claremont, CA

Client: Three Valleys Municipal Water District. 2018.

Provided project management and coordination during drilling, well design, well construction, well development and testing of one 18-inch diameter municipal supply well constructed to a total depth of 580 ft below ground surface. Prepared the Preliminary Design Report and Technical Specifications which included solving significant logistical issues due to the small site size and other external requirements. Duties during drilling included coordination, correspondence, and scheduling with field personnel, drilling contractor, and Three Valleys Municipal Water District.

Main Plant Well 5 Rehabilitation – Fullerton, CA

Client: City of Fullerton. 2017.

Performed an initial well investigation, prepared a rehabilitation plan and technical specifications, and oversaw mechanical rehabilitation and disinfection of the Main Plant Well 5. The project was the first rehabilitation of the well since it was installed in 1959. The work was successful in mitigating a bacteriological problem in a cost-effective manner.

Upper Valley de los Caballos Regional Pump Station Project: Hydrogeological Analysis of Options to Optimize Recharge and Recovery – Temecula, CA

Client: Michael Baker International and Rancho California Water District. 2017 - 2018.

Conducted a hydrogeological analysis of a recharge and recovery project consisting of 23 acres of recharge basins, multiple extraction wells, multiple monitoring wells, releases from Vail Lake, and imported water deliveries. Tasks included development of detailed hydrogeologic cross sections and preparation of recommended well sites and well rehabilitation schedules.

Numerical Model of the Tule Subbasin – Porterville, CA

Client: Tule MOU Group. 2017 - Present

Developing a numerical groundwater flow model of the Tule Subbasin and surrounding areas in support of work for the Sustainable Groundwater Management Act. The five-layer, 1,500 square mile model incorporates and expands on the previously-prepared water budget of the Tule Subbasin. The model calibration period is from 1986 to 2017 with monthly stress periods.

Thomas Harder & Co.
Groundwater Consulting



Ben Lewis

Senior Hydrogeologist

Evaluation of Potential Effects of the Proposed Seawater Desalination Project – Santa Ana, CA

Client: Irvine Ranch Water District. 2016 - Ongoing

Currently analyzing a proposed seawater desalination project on groundwater quality conditions of the desalinated seawater is injected into a regional aquifer providing water to multiple water agencies. The analysis consists of analytical and numerical modeling of historical and future groundwater flow patterns, ambient groundwater quality, and multiple injection scenarios. The model area is approximately 90 square miles and the analysis includes estimating travel times and changes in concentrations of three constituents of concern relative to a baseline condition.

Hydrogeological Conceptual Model and Groundwater Budget of the Tule Subbasin – Porterville, CA

Client: Tule MOU Group. 2016 - 2017

Conducted an analysis of underflow into and out of the subbasin over an 11-yr period using analytical methods. Oversaw the development of three additional cross sections (total of 98 miles in length), conceptual aquifer layers, aquifer properties, 14 groundwater contour maps, and the use of analytical methods (i.e. flow nets) to determine underflow into and out of the subbasin. Also provided additional analyses to refine the water budget of the Tule Subbasin prepared in 2015 including preparing six sub-water budgets based on the jurisdictional areas of the subbasin. Provided recommendations for the development of a numerical model for SGMA compliance.

Drought Relief Project – Bakersfield, CA

Client: Rosedale-Rio Bravo Water District. 2015

Provided coordination and field inspection during drilling, construction and development of eight 20-inch diameter production wells. The wells were constructed at depths ranging between 650 to 940 ft below ground surface. The boreholes for each well were drilled using a reverse circulation rotary drill rig. Field tasks included inspection of aquifer zone test and collection of water samples for arsenic concentrations, inspection of well casing at Roscoe Moss, groundwater level monitoring during pumping tests, and collection of water samples.

Reevaluation of the Beaumont Basin Safe Yield – Beaumont, CA

Client: Beaumont Basin Watermaster. 2013 – Ongoing.

Provided support to update United States Geological Survey numerical groundwater and surface water models. Conduct an extensive historical land use evaluation, analysis of return flow factors, and aquifer parameter distribution. Analyzed geologic and hydrogeologic data used in refining model layers in the 47-square mile groundwater model. Conduct research on past records and future projections of groundwater pumping and artificial recharge. Provide data compilation and management for input files. Assist with surface water model calibration and analysis.



JAMES S. PHILLIPS, PE
SENIOR DESIGN AND MANAGEMENT ENGINEER

BACKGROUND

As the Owner and Senior Design and Management Engineer, Mr. Phillips is directly involved in all aspects of design and management for all projects. James Phillips has over 30 years of extensive experience as an Electrical, Communications and SCADA Systems Engineer in the areas of Information Technology, Communications, Electrical, Instrumentation and Control Systems for the Water and Wastewater Industry. His duties include top-level Design Engineering and Project Management Services for all projects. Mr. Phillips experience and training uniquely qualifies him to provide a diverse set of engineering services.

EXPERIENCE

JSP Communication & Engineering INC., DBA JSP Automation - President, 2001 - Present

As the President and Senior Design and Management Engineer, Mr. Phillips is directly involved in all aspects of design and management for all projects. Mr. Phillips has been involved with the planning, design and technical management services for numerous water distribution systems similar to the one listed in the RFP. Some relevant projects include:

Projects:

- ❖ City of Vernon, Master Plan
- ❖ Placer County Water Agency SCADA System Master Plan Phase 1
- ❖ Placer County Water Agency SCADA System Communications System Master Plan Phase 2
- ❖ City of Mountain View – Water, Wastewater and Landfill SCADA Master Plan
- ❖ Santa Margarita Water District – Water Distribution System Communications Master Plan

Tesco Controls INC. - Director of Engineering 1987-2001

Mr. Phillips began his career as a SCADA systems engineer for Tesco controls and advanced in position from engineer to senior design engineer, SCADA systems engineering manager and finally the Director of Engineering.

Mr. Phillips acted as the engineering manager in charge of Engineering, PLC Programming, , SCADA Applications and Field Engineering Departments consisting of a staff of 40 Engineers and Programmers responsible for the design, development and commissioning of electrical, instrumentation and control systems for the water and wastewater industry. During his employment at Tesco Controls, Inc. Mr. Phillips was involved in the planning, design, implementation, and management and commissioning of over 200 pump station projects ranging in size and complexity. These projects have included sewer and stormwater lift stations, booster pump stations, raw water pump stations and pump systems related to environmental wastewater and water treatment plant facilities.

JSP Automation
405 30th Street, Sacramento, CA 95816
Phone: 916-448-3776
Fax: 916-448-3778



WORKING RELATIONSHIP

JSP has an established working relationship with Infrastructure Engineering Corporation on a variety of projects related to water system storage and distribution.

SKILLS

SCADA Systems Engineering:

- ❖ Mr. Phillips duties include the design, development and management of integration for large-scale Supervisory Control and Data Acquisition (SCADA) and plant automation projects. Services include the design of all hardware systems (Computer Systems, Telecommunications, Information Networks, PLC's and Instrumentation), development of software control strategies, custom software development specifications and system user interface requirements.

Electrical Engineering:

- ❖ Mr. Phillips has experience providing engineering services to design, develop and integrate power distribution systems, motor control centers, emergency power systems and Variable Frequency Drive pump system applications.

Controls Engineer:

- ❖ Mr. Phillips began his career as an instrumentation and control engineer responsible for the design and application of instrumentation, PLC control, and data communications systems for applications related to Water, Wastewater, Power and Environmental Projects. Duties included the development of engineering and manufacturing drawings, equipment and materials specification, field and factory testing procedures, field start-up and coordination of implementation efforts, process and instrumentation drawings (P&ID), PLC I/O drawings, communications network and interface drawings, electrical/control interconnection wiring diagrams, process control strategies, assembly drawings and bills of material.

Project Management:

- ❖ Mr. Phillips has extensive project management skills for the management of complex large-scale, multi-million dollar and multi-disciplined type projects that required special attention and high level engineering skills. These project management duties include the coordination and management of the project from conception through implementation.

EDUCATION & TRAINING

California State University, Sacramento - BS: BSEE Electrical and Electronic Engineering

Minors: Computer Science, Physics and Mathematics

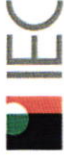
University of Texas, Austin -

Certificate: Power System Evaluation

University of California, Davis -

Certificate: Systems Engineering

EXHIBIT C
FEE SCHEDULE



COST ESTIMATE
City of Vernon
Water System Operations Analysis and Master Plan

Subtask Number	Subtask Description Summary	Classification	IEC										HDR			BWA	JSP	THA	Other Project Direct Cost (OPD)	Total Project Fee (IEC+Subs+OPD)			
			Principal - In-Charge Rob Weber	Project Manager Shyamala Raveendran	Senior Project Manager Rick Kennedy	Senior Project Engineer Patrick Mulvey	Engineer III Christian Minerman	Project Engineer Jia Jia Huang	Administrative	Staff Engineer Christian Ramirez	Subtask Labor-Hours (IEC)	Subtask Labor Cost (IEC)	Technical Reviewer Scott Humphrey	Dave Spencer	Eric Scherch	Subtask Labor-Hours (HDR)	Subtask Labor Cost (HDR)	Labor Cost (Bartie Wells)			Labor Cost (JSP)	Labor Cost (Tom Harder Assoc.)	
Task 1	Current System Evaluation	Rate	\$250.00	\$220.00	\$235.00	\$185.00	\$155.00	\$170.00	\$100.00	\$80.00	120	\$17,130	10	0	0	10	\$2,240	\$0	\$2,900	\$3,000	\$8,140	\$25,370	
A	Supply Summary	1		2		0		16	2	20	38	\$4,760	1			1	\$224		\$2,900	\$800	\$3,924	\$8,684	
B	Peaking	1		1				2	1	3	3	\$560	1			1	\$224				\$784	\$784	
C	Water Demands	2		2				12	1	8	22	\$3,120	1			1	\$224				\$724	\$2,344	
D	System Operations	2		2				10	1	8	10	\$1,080	1			1	\$224			\$800	\$1,024	\$2,104	
E	Future Demand	2		2				14	1	8	14	\$2,480	1			1	\$224				\$224	\$2,704	
F	Planning Criteria	2		2				4	1	8	14	\$1,760	1			1	\$224				\$224	\$1,984	
G	TM 1 (Draft, Final)	1		4				12	2	4	19	\$3,370	4			4	\$896			\$1,400	\$2,296	\$5,766	
Task 2	Supply & Distribution System Evaluation			32	8	24	32	94	2	40	236	\$38,700	24	36	114	174	\$42,156	\$0	\$5,800	\$21,920	\$69,876	\$110,176	
A	Infrastructure Condition Assessment	1		4	2	12	16				31	\$5,420	2	20	80	100	\$24,400		\$5,800	\$15,920	\$46,120	\$52,040	
B	System Operation Assessment	1		4	2			10		20	17	\$3,300	4			4	\$896				\$896	\$5,196	
C	Energy Analysis	8		8	2			32		20	50	\$7,280	8			8	\$1,792				\$1,792	\$9,022	
D	Hydraulic Model Analysis	2		2				16		20	60	\$8,800	4			4	\$896				\$896	\$9,696	
E	Gap Analysis	8		8				16		16	24	\$4,480	4	16	34	54	\$13,276		\$6,000	\$19,276	\$100	\$28,846	
F	TM 2 (Draft, Final)	2		4	2	12	16	16	2		54	\$9,470	4			6	\$1,944		\$1,160	\$0	\$2,904	\$22,864	
Task 3	Demand Management			16	0	0	0	68	2	56	142	\$19,760	6	0	0	6	\$1,944				\$448	\$6,688	
A	Existing Conditions	4		4				24		16	44	\$6,240	2			2	\$448				\$448	\$8,224	
B	Water Loss	4		4				24		24	52	\$6,880	1			1	\$224				\$1,384	\$8,264	
C	Evaluate Policy & Regulations	4		4				20		16	4	\$880	1			1	\$224				\$1,104	\$1,104	
D	TM 3 (Draft, Final)	4		4				20	2	16	42	\$5,760	2			2	\$448				\$448	\$6,308	
Task 4	Master Plan Report			32	7	12	0	80	8	36	179	\$29,185	10	8	30	48	\$11,524	\$5,500	\$8,120	\$0	\$25,144	\$54,829	
N.1	60% Submittal	20		20	4	8		40		20	92	\$15,220	4			4	\$896				\$896	\$16,116	
N.2	90% Submittal	4		4	1	2		16		24	23	\$4,205	2			2	\$448				\$448	\$4,653	
N.3	100% Submittal	2		2				16		16	38	\$5,380	2			2	\$448				\$448	\$5,828	
N.4	Final	2		2	2	2		8	8	16	26	\$4,380	2	8	30	40	\$9,732	\$5,500	\$8,120		\$23,352	\$28,232	
Task 5	Meetings & Coordination			50	0	4	0	24	10	0	92	\$17,820	24	6	10	40	\$9,364	\$4,800	\$4,200	\$1,190	\$19,554	\$5,000	\$42,374
A	Meetings & Workshops	4		34		4		24			66	\$13,300	16	6	10	32	\$7,572	\$4,800	\$4,200	\$1,190	\$17,762	\$5,000	\$36,662
B	Project Management & Coordination	16		16					10		26	\$4,520	8			8	\$1,792				\$1,792	\$6,312	
Task Subtotal - Hours			13	145	15	40	32	324	24	176	769		74	50	154	278							\$9,592
5% Sub-Markup																							
Task Subtotal - Costs			\$3,250	\$31,900	\$9,525	\$7,400	\$4,360	\$55,080	\$2,400	\$14,080		\$122,595	\$16,576	\$13,400	\$36,652		\$66,628	\$10,300	\$22,180	\$26,110	\$125,218	\$7,300	\$264,705
Task 6	Optional Services			16	0	0	0	24	0	16	56	\$8,880	0	0	0	0	\$0				\$0	\$100	\$4,980
A	Hydraulic Model Calibration			16				24		16	56	\$8,880	0	0	0	0	\$0				\$0	\$100	\$6,980
Task Subtotal - Hours			0	16	0	0	0	24	0	16	56							0	0	0			\$0
Task Subtotal - Costs			\$0	\$3,320	\$0	\$0	\$0	\$4,080	\$0	\$0		\$8,880	\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$100	\$4,880	\$8,860

EXHIBIT D
PROJECT SCHEDULE

PROJECT SCHEDULE
City of Vernon
Water System Operations Analysis and Master Plan



EXHIBIT E
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 F

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-70-2020
Submitted by: Mark Aumentado
Submitting Department: Public Utilities
Meeting Date: March 3, 2020

SUBJECT

Added Facilities Agreement with National Ready Mixed Concrete Co.

Recommendation:

- A. Find that approval of the proposed action is exempt from the 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; and even if the proposed action did constitute a project, it would be exempt from CEQA review, in accordance with CEQA Guidelines § 15301, because the project consists of the maintenance, repair or minor alteration of an existing facility and involves negligible or no expansion of an existing use; and
- B. Approve and authorize the City Administrator to execute the Added Facilities Agreement with National Ready Mixed Concrete Co., in substantially the same form as submitted, for natural gas Added Facilities.

Background:

The Vernon Public Utilities ("VPU") natural gas distribution system is a relatively new City-owned utility system, compared to other utilities services provided. The first natural gas customer was connected in 2006 and today, VPU has well over 100 customers. Natural gas is an important resource for the City of Vernon ("City") business community. As such, the Natural Gas Division is tasked with providing and maintaining reliable, high-quality service, with adequate system pressure.

National Ready Mixed Concrete Co. ("NRMC") expanded its Southern California footprint into the City with a new state-of-the-art facility located at 2626 E. 26th Street, west of the Los Angeles River bridge between Santa Fe Avenue and Soto Street. During the construction phase, NRMC prepped the site to handle the future design of an onsite Compressed Natural Gas (CNG) Station, with the full intention of fueling an entire fleet of trucks using Natural Gas (NG). This fueling station and the trucks operating out of this site will ultimately be able to utilize NG in the lowest form available, resulting in a negative carbon impact. These CNG trucks will replace their diesel engine trucks currently in operation, benefiting the environment. NRMC contracted Ozinga International, LLC ("Ozinga") to design and build its CNG facilities.

On December 12, 2019, NRMC hosted a meeting with City Officials to discuss permitting requirements and any potential issues that could potentially hold up construction of NRMC's CNG fueling station. Representatives from VPU, Public Works, Vernon Fire, NRMC, and Ozinga were in attendance. No outstanding issues arose from the meeting, nor are any issues anticipated during the project. Ozinga has successfully built CNG fueling stations recently within the City and anticipates construction of NRMC's CNG fueling station will proceed smoothly.

Currently, VPU's existing natural gas distribution system does not cross the 26th Street Bridge, rather, it dead ends on either side of the bridge. In order to serve NRMC while maintaining reliable service with adequate pressure to customers already connected to the system, the aforementioned dead-end

distribution lines must be connected. Additionally, connecting the distribution system across the bridge will enhance the overall system by increasing flow efficiency and adding a measure of reliability and flexibility.

To that effect, a Notice Inviting Bids (NIB) for the 26th Street Bridge Gas Pipeline and Casing Installation ("Project") was issued and award of the construction contract was approved by City Council on February 4, 2020.

NRMC is eligible for government grant funding for the purchase of new CNG trucks. To secure the grant funds, NRMC must have the CNG infrastructure in place and operational before June 30, 2020. In 2019, representatives from City Administration, VPU, and NRMC met to discuss NRMC's approximate NG usage and discuss potential financing for the Project. Ultimately, to make the project possible and beneficial for both NRMC and other VPU natural gas customers, VPU agreed to initially finance the Project. NRMC has agreed to reimburse VPU in two payments upon successful installation of the two components of the Added Facilities: 26th Street Bridge Gas Pipeline and Casing Installation and Customer Natural Gas Service Lateral. To formalize all discussions between City staff and NRMC, the Added Facilities Agreement was prepared with terms agreeable to both the City and NRMC.

The proposed Agreement has been reviewed and approved as to form by the City Attorney's Office.

Fiscal Impact:

The first component, 26th Street Bridge Gas Pipeline and Casing Installation Project, will be performed by a contractor for an amount not-to-exceed \$404,159. The second component, Customer Natural Gas Service Lateral, will be performed by VPU Staff for \$75,000.

If the Agreement is approved, upon successful completion of first component of the Agreement, NRMC will pay VPU \$259,000 plus up to \$45,841 for approved change orders which is the actual cost to install the first component less the estimated three-year connection cost credit typically administered to customers as aid of construction in the amount of \$146,000. Additionally, upon successful completion of the second component, NRMC will pay VPU \$75,000. The total project cost for both components is estimated at \$550,000 and has been budgeted for in the Fiscal Year 2019-2020 approved VPU Gas Division budget. Estimated cost includes procurement, minor restoration, and additional work performed by City staff.

Attachments:

1. [Added Facilities Agreement with National Ready Mixed Concrete Co.](#)

CITY OF VERNON

ADDED FACILITIES AGREEMENT

1. PARTIES: The Parties to this Added Facilities Agreement (“Agreement”) are National Ready Mixed Concrete Co., a California corporation (“Customer”) and the City of Vernon, a California charter City and California municipal corporation (“City”), hereinafter referred to individually as “Party” and collectively as “Parties.”
2. RECITALS:
 - 2.1 The Parties desire to enter into the instant Agreement with respect to additional or new natural gas service delivery to the property located at 2626 E. 26th Street, Vernon, California (the “Property”).
 - 2.2 Customer wishes to receive natural gas service from the City at a single or totalized point to provide a minimum delivery rate of **45,000** therms per month at a service pressure of **thirty (30) PSI** (house side). Customer acknowledges that gas flow rate and line pressure to a building is limited by factors including the size and types of regulators, meters, and pipe installed.
 - 2.3 Parties agree that, subject to the terms of this Agreement, City shall provide the design, engineering, procurement, construction, installation, ownership, and maintenance of the natural gas facilities described in Exhibit A, including installation of a customer lateral, meter, regulator, service line to connect the City’s main line to Customer’s business line(s), and other equipment necessary to provide gas service specifically to Customer’s facility (hereinafter collectively referred to as the “Added Facilities”), a portion of the cost of which shall be borne by Customer, pursuant to the payment terms set forth in Exhibit B.
3. AGREEMENT: Parties agree to the terms and conditions set forth herein, including the above Recitals and Exhibits A through C attached hereto – all of which are incorporated into and made a part of this Agreement.
4. EFFECTIVE DATE AND TERM:
 - 4.1 This Agreement shall be effective and binding upon execution by the Parties and approval by the City Council of the City of Vernon. Subject to Customer’s fulfillment of the conditions precedent set forth in Section 20 below, City will use its best efforts to have the Added Facilities and Service Line installed and operational such that natural gas service under the Agreement may begin on or before June 30, 2020.
 - 4.2 This Agreement shall continue in effect until Customer gives notice of termination of service in accordance with Vernon’s Rules for Gas Service or this Agreement is terminated by City due to an Event of Default by Customer or otherwise; provided, however, that if this Agreement is terminated, all unpaid charges due through the date of termination, and the Termination Fee, as described in Appendix 1 of Exhibit B, must be

paid in full prior to the effective date of termination of this Agreement. No election to terminate this Agreement shall be effective unless and until such costs, including the Termination Fee, as described in Appendix 1 of Exhibit B, are paid in full.

5. DEFINITIONS: The following terms, when used herein with initial capitalization, whether in the singular or the plural, shall have the following meanings:
 - 5.1 Added Facilities: The facilities to be constructed as specified in Exhibit A attached hereto and incorporated herein by reference, which are being allocated for the Customer's use and benefit as Added Facilities as well as replacements or betterments associated therewith.
 - 5.2 Added Facilities Installation Cost: All costs associated with the design, engineering, procurement, construction and installation of the Added Facilities. Added Facilities Installation Cost will be equal to such final amounts in Exhibit A, and shall be paid within thirty days upon being invoiced for completion of the work and further described in Exhibit B.
 - 5.3 [INTENTIONALLY LEFT BLANK]
 - 5.4 Agreement and Amendments: This Agreement, including all attachments and exhibits hereto, as may be amended from time to time. Modifications and amendments to this Agreement shall be valid and enforceable only if in writing and signed by the Parties.
 - 5.5 [INTENTIONALLY LEFT BLANK]
 - 5.6 Services: The design, engineering, procurement, construction, installation, ownership, operation and maintenance of the Added Facilities.
6. ADDED FACILITIES:
 - 6.1 City shall design, engineer, procure, construct, install, own, operate, and maintain the Added Facilities. Subject to Customer's fulfillment of the conditions precedent set forth in Section 20 below, City will use its best efforts to install the Added Facilities so that they are fully operational on or before June 30, 2020 (the "Commencement Date"), at which time, the charges outlined in Exhibit B will commence. Added Facilities shall at all times remain the property of City.
 - 6.2 City shall commence performance of the design and construction of the Added Facilities upon full execution of this Agreement and Customer's fulfillment of all conditions precedent set forth in Section 20 below. City shall complete the installation of the Added Facilities per Project Schedule, Exhibit C, after the effective date of this Agreement. However, City shall not be liable for any cost or damage incurred by Customer because of any delay in the completion of the installation of any Added Facilities. Should the Added Facilities not be completed by the Commencement Date, the charges outlined in Exhibit B shall be abated until such time as the Added Facilities are installed and operational.

- 6.3 City shall construct and maintain the Added Facilities diligently and pursuant to all applicable federal, state and local safety codes, regulations, and laws, including but not limited to the requirements of California's General Orders No. 95, 128 and 165. Additionally, and included in the Added Facilities Installation Cost outlined in Exhibit B, Customer shall have the exclusive right of use of the Added Facilities; provided, however, that if City, at its sole cost and expense, makes any improvements or additions to the Added Facilities beyond the scope of the Customer's plans and specifications as described in Exhibit A, then Customer's use of the Added Facilities shall be non-exclusive; provided, however, that City shall in all events be required to provide to the Customer the full use of the Added Facilities as originally constructed pursuant to the Customer's plans and specifications. Such improvements shall be reasonably coordinated with Customer prior to any such improvements made in order to avoid interruption of Customer's operations.
- 6.4 Upon completing the installation of the customer lateral and related appurtenances, the City shall invoice the Customer the cost to design and install the same. Additionally, upon completion of the 26th Street Gas Pipeline and Casing Installation Project, City shall invoice the actual cost of the project less the credit for three years of projected transportation revenue described in Section 7.3. Additional details regarding the 26th Street Gas Pipeline and Casing Installation Project and customer service lateral can be found in Exhibit A.
7. CHARGES AND CREDITS:
- 7.1 Customer elects to take and pay for natural gas service under Rate Schedule G-2.
- 7.2 Customer shall pay to City the charges outlined in and in accordance with Exhibit B as payment for all costs incurred by City for designing, engineering, procuring, constructing, installing, owning, operating, and maintaining the Added Facilities.
- 7.3 Consistent with Rate Schedule G-2, Special Note 2, City will allow a credit of three years of projected transportation revenue. Based on 45,000 Therms per month, the amount of credit is \$146,000 (*i.e.*, 45,000 Therms x 12 months x 3 years x \$0.09012/Therm avg G-2 rate, not including commodity cost). To the extent customer does not consume the full three-year projected amount within forty-two (42) months from the first day of gas flow, which is 1,620,000 Therms (45,000 Therms x 12 months x 3 years), the difference owed shall be added to Customer's unpaid balance to be calculated as: (1,620,000 Therms - Actual Therms @ end of three years) x \$0.09012/Therm.
- 7.4 If at any time Customer requests upgrades to the Added Facilities for Customer's convenience, City shall determine if such upgrades are feasible. If such upgrades are made at Customer's request for Customer's convenience and benefit, the costs shall be paid by Customer at the times and on the basis as agreed to in a separate writing by the Parties at the time.
8. MODIFICATIONS OR REPLACEMENT OF ADDED FACILITIES: Whenever Added Facilities are repaired or replaced due to damage or equipment failure, the work shall be

completed at City's sole expense in accordance with good utility practice, unless the damage or equipment failure is caused by or due to action or inaction by the Customer, in which case the Customer shall be solely responsible for the entire cost of repair or replacement. Where an upgrade of Added Facilities is required for City's convenience or necessity, no increase shall be made in the investment amount for Added Facilities or the Added Facilities Installation Cost. City shall be responsible for all routine maintenance and repairs required to maintain the Added Facilities in good operating condition and shall make those capital expenditures (including capital repairs and replacements, as necessary) required to maintain the Added Facilities.

9. RIGHT-OF-WAY: Customer hereby grants to City the right of ingress to and egress from Customer's Property as determined by City in its sole discretion for any purpose connected with the construction, operation, and maintenance of the Added Facilities. Customer agrees to provide right-of-way or easements of sufficient space to provide legal clearance from all structures now or hereafter erected on Customer's Property for any facilities of City. Concurrently with the execution of this Agreement, Customer will execute a recordable document evidencing the above described right of ingress and egress and right-of-way or easement, with the recordation costs to be borne by City.
10. BILLING AND PAYMENT:
 - 10.1 City shall prepare and deliver invoices to Customer for the Added Facilities installation costs.
 - 10.2 The Customer shall pay City the charges outlined in Exhibit B concurrently with its natural gas service bills. Late charges will be applied pursuant to the City's Natural Gas Service Rules.
11. NOTICES: Except as otherwise provided in this Agreement, any notice, demand, or request provided for in this Agreement, or served, given, or made in connection with the Agreement, shall be in writing and shall be deemed properly served, given, or made if delivered in person, or sent by United States Mail, postage prepaid, or sent by reputable overnight delivery service, to the address specified below:

Company: National Ready Mixed Concrete Co.
15821 Ventura Blvd., Suite 475
Encino, CA 91436
Attn: Steve Lode
Telephone: (626) 262-2674
Email: SLode@natcem.com

Vernon: City of Vernon
Public Utilities Department
Attn: General Manager
4305 Santa Fe Avenue
Vernon, CA 90058

Copy to: City of Vernon
City Attorney's Office
Attn: City Attorney
4305 Santa Fe Avenue
Vernon, CA 90058

Either Party may at any time, by notice to the other Party, change the designation or address of the person so specified as the one to receive notices pursuant to this Agreement. Notices shall be deemed given and received on the date of delivery or attempted delivery, if delivery is not accepted.

12. FORCE MAJEURE: Neither Party shall be considered to be in default in the performance of any of its obligations under this Agreement (other than obligations to make payments pursuant to this Agreement) when failure of performance shall be due to uncontrollable forces. The term "uncontrollable forces" means any cause beyond the control of the Party failing to perform, including, but not restricted to, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, war, riot, terrorism, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority, and action or non-action by, or inability to obtain the necessary authorizations or approvals from, any governmental agency or authority which by exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it has not overcome. Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of an uncontrollable force shall give prompt written notice of such fact to the other Party and shall exercise due diligence to remove such liability. Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it may be involved.

13. INDEMNIFICATION AND LIMITATIONS ON LIABILITY:

13.1 Except to the extent of Vernon Public Utilities' gross negligence or willful misconduct, Customer agrees to indemnify, defend, and hold harmless City of and from any and all claims, causes of action, damages and judgments arising out of any act or omission of City, and its respective officers, directors, employees and agents that may have caused injury or damage to any person, or to the equipment, fixtures, goods, products, or other property of the Customer, the Customer's employees, contractors, invitees, customers, or any other person in or about the Property, regardless of cause or whether or not such injury or damage results from conditions arising from Services provided by City hereunder or the installation, operation or maintenance of the Added Facilities or any failure of the Added Facilities to deliver natural gas or any defect in the Added Facilities, or explosion, fire, or steam released from the Added Facilities.

13.2 Notwithstanding either Party's negligence or breach of this Agreement, under no circumstances shall either Party be liable to the other Party for indirect, special, or consequential loss, damage, claim, cost, charge, or expense including, but not limited to, loss of business or any loss of income or profit therefrom, loss of use of a Party's

facilities, loss of revenue, cost of replacement power or water, and claims of any third party, including any customer of the other Party.

14. ENTIRE AGREEMENT: This Agreement, including Exhibits A-C, constitutes the complete and final expression of the agreement between the Parties and is intended as a complete and exclusive statement of the terms of their agreement which supersedes all prior and contemporaneous offers, promises, representations, negotiations, discussions, communications, and other agreements which may have been made in connection with the subject matter of this Agreement.
15. RELATIONSHIP OF PARTIES: The covenants, obligations, and liabilities of the Parties are intended to be several and not joint or collective, and nothing contained in this Agreement shall ever be construed to create an association, joint venture, trust or partnership, or to impose a trust or partnership covenant, obligation, or liability on or with regard to either Party. Each Party shall be individually responsible for its own covenants, obligations, and liabilities as provided in this Agreement. Neither Party shall be under the control of the other Party. Neither Party shall be the agent of or have a right or power to bind the other Party without such other Party's express written consent.
16. NO THIRD-PARTY RIGHTS: The parties do not intend to create rights in, or to grant remedies to, any third Party as a beneficiary either of this Agreement or of any duty, covenant, obligation, or undertaking established herein.
17. ARBITRATION: The Parties agree that any and all disputes arising out of or in relation to this Agreement, including without limitation any action in tort, shall be resolved exclusively, finally and conclusively by arbitration in Los Angeles County, California under the auspices of and pursuant to the rules of the Judicial Arbitration & Mediation Services, Inc. (JAMS). Each Party will select an arbitrator. Those two arbitrators will then select a third. The three-member panel will make the final decision. All decisions of the arbitrators shall be in writing, and the arbitrators shall provide written reasons for their decision. The arbitration decision shall be final, unappealable and binding on the parties. Notwithstanding the foregoing, the Parties shall be permitted to access the court system to enforce any arbitration award or to obtain injunctive relief. The exclusive jurisdiction and venue for any such action shall be the Superior Court of California, Los Angeles County.
18. ATTORNEYS' FEES: If either Party institutes an action or legal proceeding arising out of or related to this Agreement or the relationship of the Parties or their rights or duties in connection with the matters set forth in this Agreement, whether sounding in tort, contract, or otherwise, the prevailing Party in such action or proceeding shall be entitled to recover from the other party all costs and expenses, including all costs and reasonable attorneys' fees, in addition to any other remedy awarded by the arbitration panel.
19. INSURANCE: The Customer shall, for the duration of this Agreement, obtain and maintain at its own expense, premises liability coverage with a minimum combined single limit of \$1,000,000 per occurrence and provide City with proof of insurance providing and maintaining the coverages and endorsements set forth herein. Said proof

of insurance shall also provide that said policy or policies shall not be canceled or materially reduced in coverage without giving at least thirty (30) days prior written notice to the City. The insurance coverage as listed herein, shall be properly endorsed to include those contractual obligations which may be identified further within this Agreement and shall be endorsed to provide City all the rights and privileges of an additional insured. Customer shall cause its insurers to issue, including but not limited to, Certificates of Insurance or, upon request, certified copies of the insurance policies evidencing that the coverages and policy endorsements required under this Agreement, are maintained in force.

20. CONDITIONS PRECEDENT: City's obligations under this Agreement are subject to the following conditions:
- 20.1 By its execution of this Agreement, Customer agrees to pay all costs incurred by City for the design and construction of the Added Facilities according to the terms of this Agreement. If Customer terminates this Agreement in writing during the design and construction process, Customer shall be obligated to reimburse City for all costs incurred and committed to date, including, without limitation, costs of design and construction and demolition and removal, which costs shall include costs of employees of Vernon and costs paid to or owed to third party vendors for any and all Services provided to date.
- 20.2 Prior to the date on which City provides natural gas service, Customer shall have obtained and paid for all necessary local and state licenses and permits for operation of its business including Vernon building, electrical and mechanical permits, health permit, certificate of occupancy, business license, etc.
- 20.3 City shall not provide natural gas service under this Agreement until Customer has notified City in writing of its date of commencing operations, which shall not occur prior to the date on which Customer has obtained all of the licenses and permits described in Section 19.2 above.
21. EVENTS OF DEFAULT: Any default described herein that is not cured by the Customer within ten (10) days of delivery of notice of default shall constitute an "Event of Default"; provided, however, that such default shall not constitute an Event of Default if Customer commences to cure the default within such ten (10) day period and diligently prosecutes the cure to completion. City shall have the right, at its option, to terminate this Agreement and to demand payment as described herein upon the occurrence of an "Event of Default." Upon demand by City following an Event of Default, Customer shall immediately pay all accrued and unpaid amounts of the Monthly Charges as of the date of termination and the Termination Fee, as described in Appendix 1 to Exhibit B, calculated as of the date of termination. Customer shall be given ten (10) days written notice of any Event of Default with a request that Customer cure said default. The termination of the obligations of City will not terminate the obligations of Customer until Customer has repaid City for any costs incurred pursuant to this Agreement. Each of the following shall constitute an Event of Default:

- 21.1 Customer relocates outside Vernon prior to the date on which the Added Facilities Installation Cost has been paid in full.
- 21.2 Customer breaches or defaults under any term, condition, provision, representation, or warranty in this Agreement, if that breach or default shall continue for ten (10) days after notice of the breach or default to Customer from Vernon Public Utilities.
- 21.3 Occurrence of any of the following: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a “debtor” as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of an involuntary petition filed against Customer, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Customer’s assets located at the Property, where possession is not restored to Customer within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Customer’s assets located at the Property, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.
22. ASSIGNMENT: This Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns; provided however, that Customer shall not assign this Agreement or any of its rights, duties, or obligations without the prior written consent of Vernon Public Utilities, which consent shall not be unreasonably withheld.
23. NO WAIVER: No delay or omission to exercise any right, power or remedy accruing to a Party on any breach or default of the other Party under this Agreement shall impair any such right, power, or remedy, nor shall it be construed to be a waiver of any such breach or default, or any acquiescence in such breach or default occurring later; nor shall any waiver of any single breach or default be considered a waiver of any other prior or subsequent breach or default. Any waiver, permit, consent, or approval of any kind by a party of any breach or default under this Agreement, or any waiver of any provisions or condition of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in that writing.
24. REMEDIES: All remedies, either under this Agreement or by law or otherwise afforded to a Party, shall be cumulative and not alternative.
24. HEADINGS NOT BINDING: The use of headings in this Agreement is only for ease of reference, shall have no legal effect and are not to be considered part or a term of this Agreement.
25. SEVERABILITY: If any portion of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. Furthermore, to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of this Agreement containing any provision held to be invalid, void, or otherwise

unenforceable that is not itself invalid, void, or enforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, void, or unenforceable.

26. GOVERNING LAW: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules.
27. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
28. ORDER OF PRECEDENCE: In the event of a conflict between this Agreement and any other rules or agreements issued by the City of Vernon governing the Added Facilities, this Agreement shall control.
29. SIGNATURE CLAUSE: The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign. This Agreement is hereby executed as of _____, 20__.

THE CITY OF VERNON

By: _____

Name: _____

Title: _____

ATTEST:

Lisa Pope, City Clerk

APPROVED AS TO FORM:

Brian Byun,
Senior Deputy City Attorney

**NATIONAL READY MIXED
CONCRETE CO.**

By: _____

Name: _____

Title: _____

By: _____

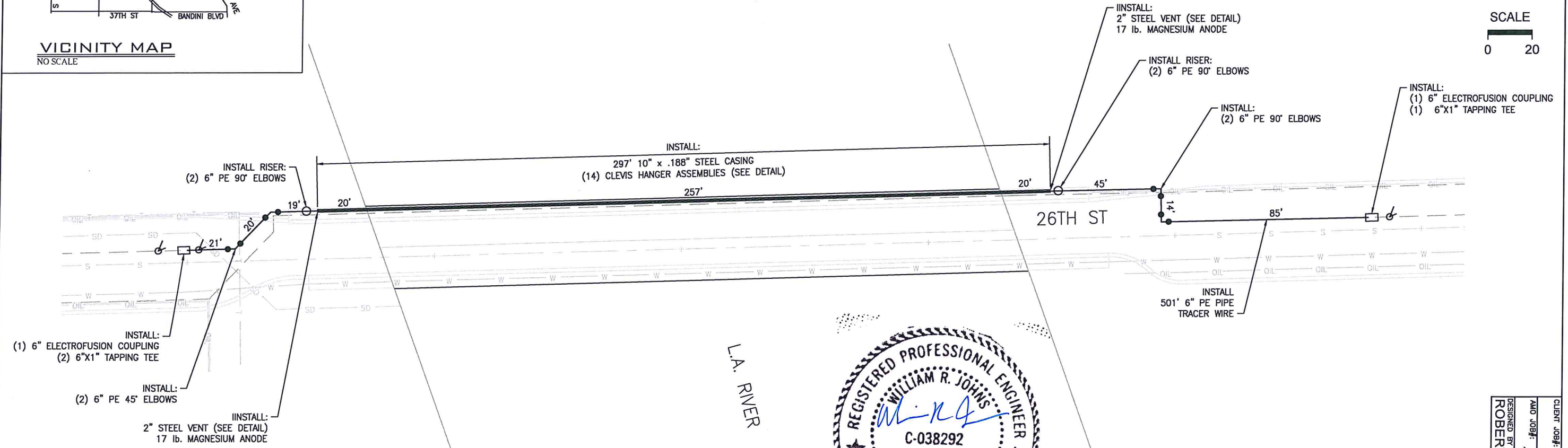
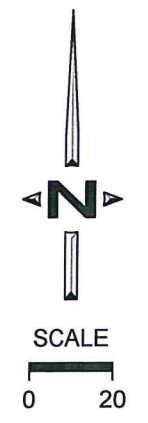
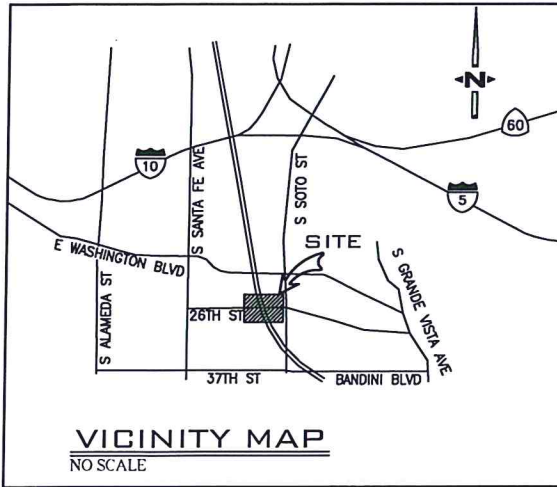
Name: _____

Title: _____

EXHIBIT A

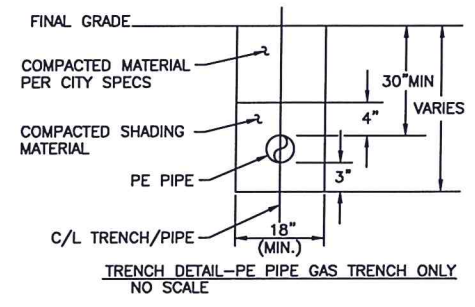
ADDED FACILITIES PLANS AND SPECIFICATIONS

26TH STREET BRIDGE GAS PIPELINE AND CASING INSTALLATION



NOTES

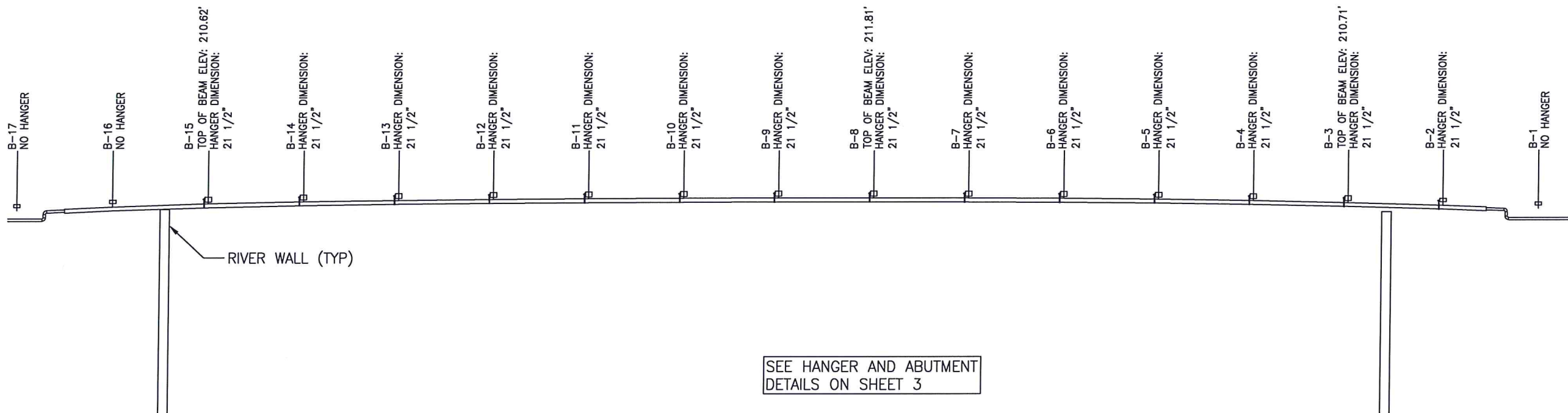
1. PURGE GAS SYSTEM IN ACCORDANCE CONTRACTORS STANDARD PROCEDURE.
2. TEST NEW 6" P.E. PIPE AT 100 PSI FOR 16 HOURS WITH PRESSURE RECORDING GAUGES.
3. ABANDONED NATURAL GAS PIPELINES MAY CONTAIN ASBESTOS IN THEIR INSULATING MATERIAL. IF IMPROPERLY HANDLED, THESE ASBESTOS CONTAINING MATERIAL (ACM) COULD 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.



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		9:21am	

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.



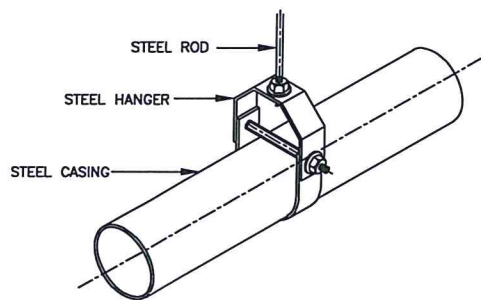
SEE HANGER AND ABUTMENT
DETAILS ON SHEET 3

BRIDGE/PIPE PROFILE
NO SCALE LOOKING SOUTH

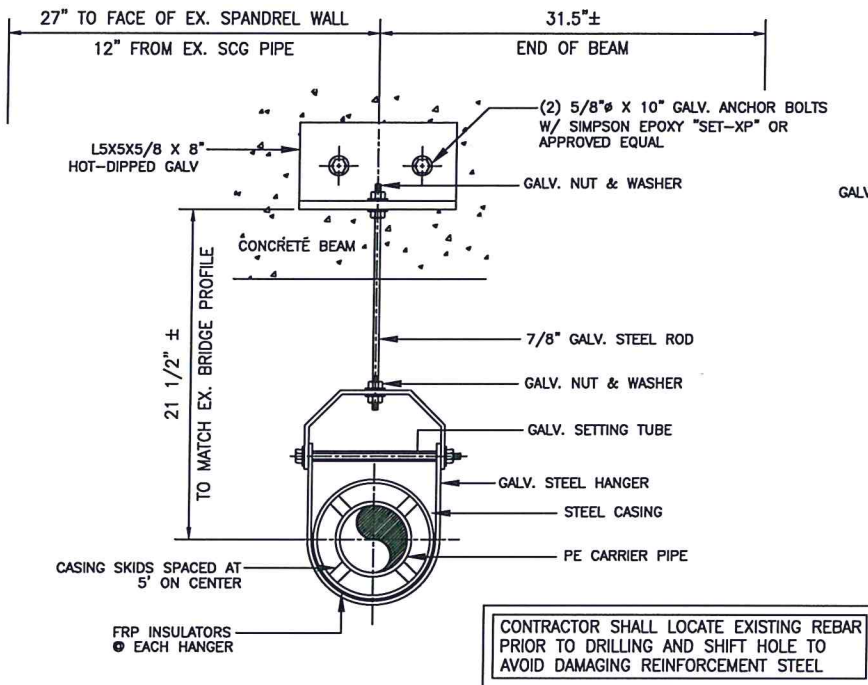
CLIENT JOB#	XXX	REV/SUPP	DATE
AMG JOB#	19-100-10203	0	11/22/2019
DESIGNED BY	ROBERTO PROVENCIO	PLANNER NAME	PAGE 2 OF 3
PLANNER PHONE			

9:21am

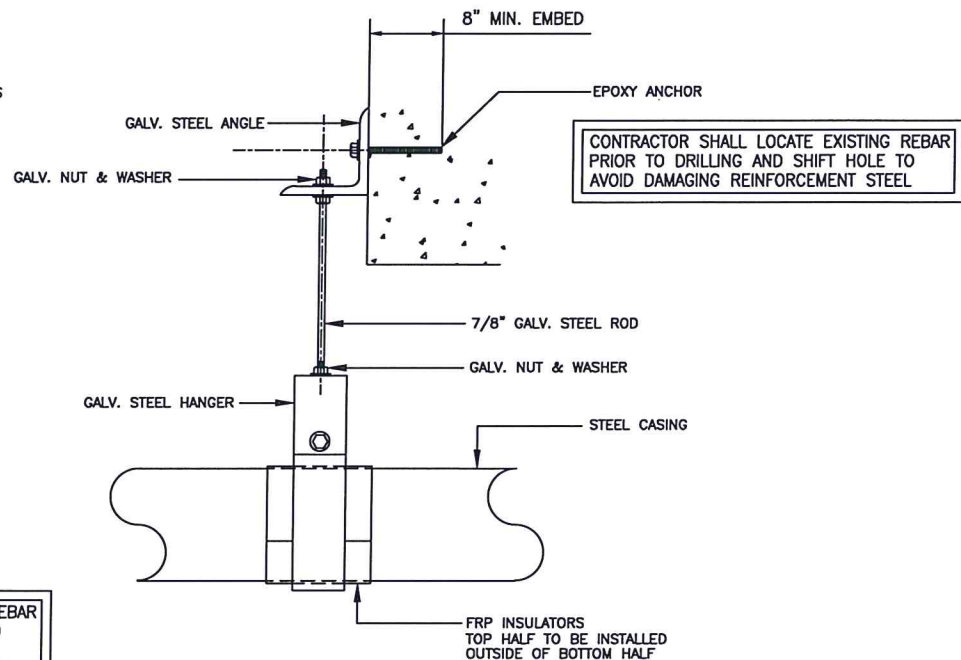
26TH STREET BRIDGE GAS PIPELINE AND CASING INSTALLATION



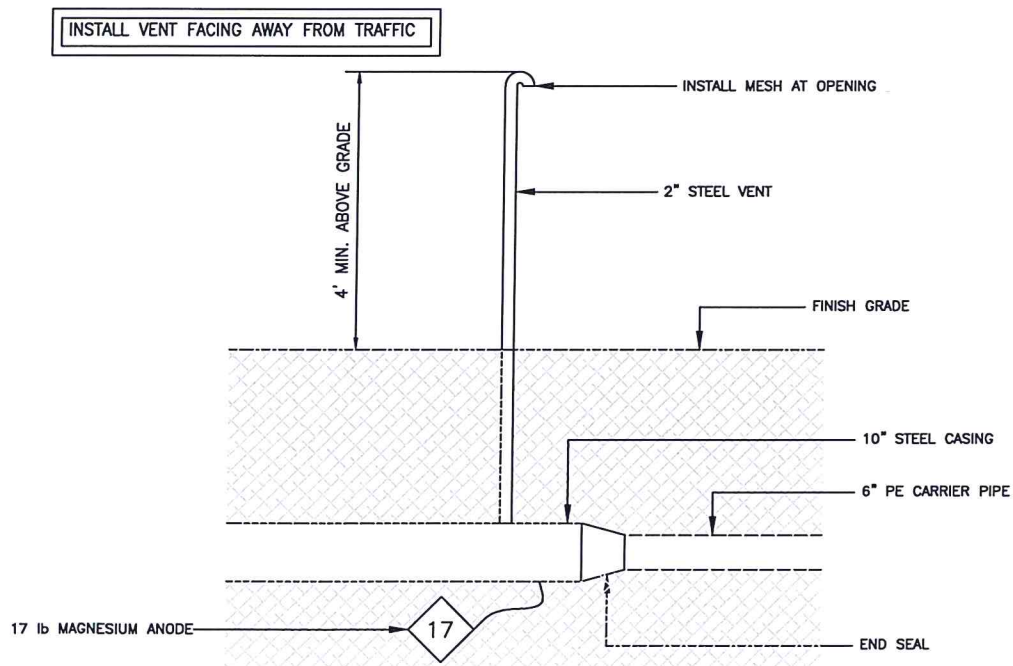
ISO VIEW
NO SCALE



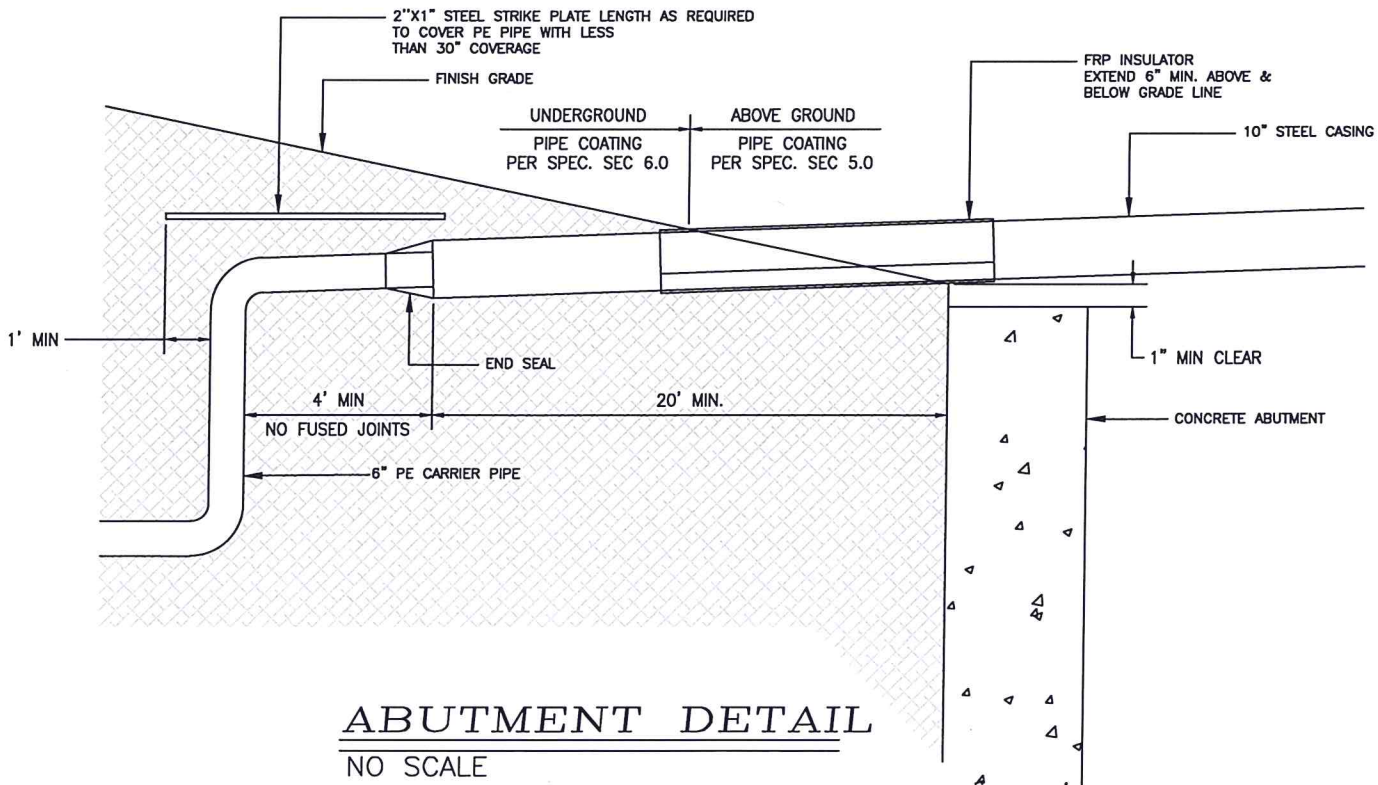
HANGER DETAIL
NO SCALE



VIEW A-A
NO SCALE



VENT DETAIL
NO SCALE



ABUTMENT DETAIL
NO SCALE

2626 E. 26th Street, Vernon CA 90058

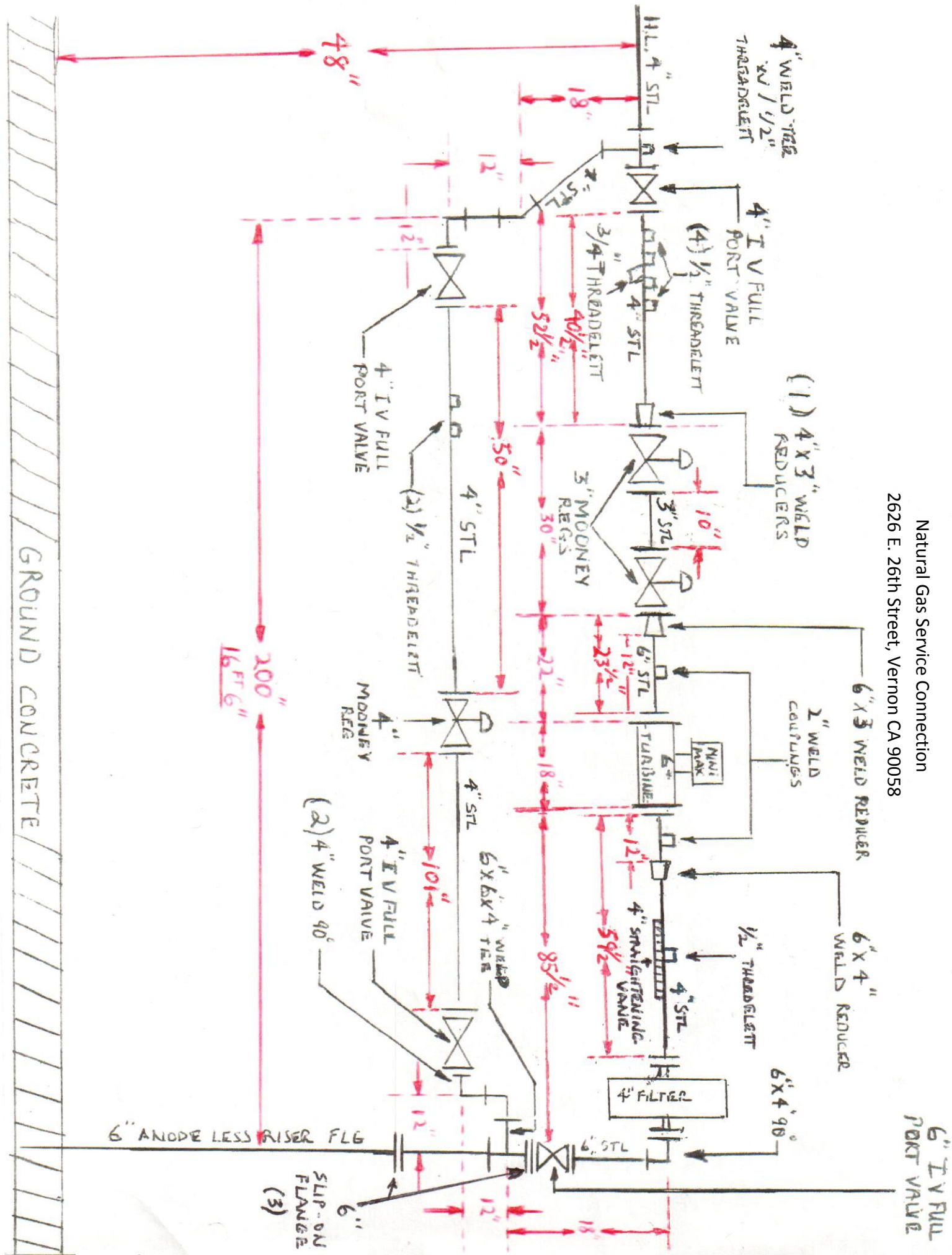


EXHIBIT B

PAYMENT TERMS

Upon successful installation of the Added Facilities described in Exhibit A, the City shall invoice Customer to following:

26 th Street Bridge Gas Pipeline and Casing Installation Project	\$ 405,000.00 ¹
Less Three-Year Connection Cost Credit ²	<u>(\$ 146,000.00)</u>
	\$ 259,000.00
Customer Natural Gas Service Lateral and Related Appurtenances	\$ 75,000.00

Notes:

1. 26th Street Bridge Gas Pipeline and Casing Installation Project subject to an additional 10% contingency for approved changes. If the cost of approved changes exceeds the 10% contingency, the terms of this Agreement must be renegotiated.
2. Refer to Section 7.3 of this Agreement.

APPENDIX 1 TO EXHIBIT B

TERMINATION FEE

If this Agreement is terminated for any reason, Customer shall pay City in full the Termination Fee calculated as set forth below:

- Remaining principal balance of Added Facilities Installation Cost.
- Plus: Cost of Upgrades made at Customer's request for Customer's convenience (if any).
- Plus: Demolition and Removal cost (if applicable).
- Plus: Other documented costs actually incurred by City (such as insurance, taxes, cancellation fees, etc., if any).

EXHIBIT C

PROJECT SCHEDULE

Tentative Dates for the 26th Street Bridge Gas Pipeline and Casing Installation are shown below:

City Council Approval:	February 4, 2020
Construction Start Date:	February 17, 2020
Construction Completion date:	May 7, 2020

City Council Agenda Item Report

Agenda Item No. COV-89-2020

Submitted by: Lilia Hernandez

Submitting Department: City Administration

Meeting Date: March 3, 2020

SUBJECT

Letter in Amicus Support of City of Huntington Beach Appeal to California Supreme Court

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. Authorize the City Administrator to submit a letter in Amicus support of the City of Huntington Beach to the California Supreme Court in the matter of City of Huntington Beach v. Xavier Becerra et al., California Supreme Court Case No. S260766.

Background:

Senate Bill 54 (SB 54), the California Values Act, commonly referred to as the Sanctuary State law, became effective on January 1, 2018. SB 54 made several amendments to Government Code section 7284 et seq., that essentially limit the involvement of state and local law enforcement agencies in federal immigration enforcement efforts.

This is an important issue for Charter Cities as SB 54 threatens our constitutional home rule authority. Charter Cities, such as the City of Vernon, derive their local authority to govern municipal affairs from Section 5, subdivisions a and b, of Article XI of the California Constitution. If Charter Cities want to designate themselves as "sanctuary cities", they should have the right and power to do so. The decision should not be foisted upon them by the state, especially because it would inherently dictate how a charter city must use its resources and public safety personnel.

In 2018, the City of Huntington Beach, also a Charter City, filed suit against the State of California Attorney General's Office challenging SB 54 as unconstitutional on the basis that SB 54 attempted to dictate what the City's police department can and cannot do and further alleged that SB 54 attempted to tell the City what it can and cannot spend its resources on, in violation of Section 5(b) of the California Constitution. An Orange County Superior Court judge then found that the California Attorney General's Office cannot force the state's Charter Cities to comply with SB 54 because it violates the state constitution.

However, on January 10, 2020, a Fourth Appellate District panel reversed the lower court's ruling that SB 54, is unconstitutional as applied to Charter Cities. In response, the City of Huntington Beach has appealed the January Court of Appeal decision to the California Supreme Court. The City of Huntington Beach has expressed that this decision, and Supreme Court review, is absolutely essential in order to defend Charter City rights, including the ability to continue to govern local affairs, such as voting at-large rather than by-district, zoning and housing, managing police departments, and spending resources – all without interference from State control.

The City of Huntington Beach has requested that the City of Vernon, as a Charter City, join the dispute by submitting a letter to the California Supreme Court, in Amicus support. The City does not need to become involved in the Appeal itself, but the letter would help draw attention to the importance of this issue and the need for the Supreme Court to take up the appeal. Letters are due to the Supreme Court on or shortly before March 6, 2020.

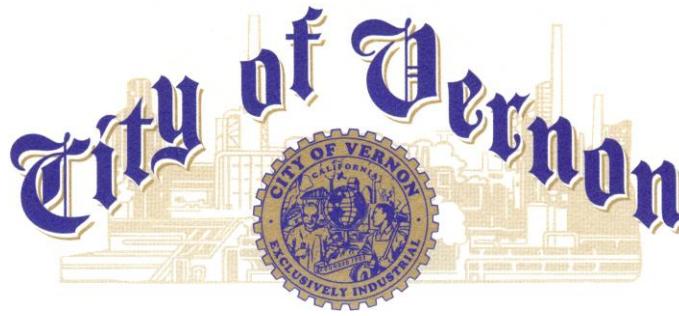
Staff believes it is imperative that Vernon support efforts to protest legislation that threatens local control, and recommends that the City Council approve and authorize the proposed letter in Amicus support be sent to the California Supreme Court. The proposed letter of support has been reviewed and approved as to form by the City Attorney's Office.

Fiscal Impact:

There is no fiscal impact associated with this item.

Attachments:

- [1. Letter of Support for Huntington Beach](#)



CITY ADMINISTRATION
4305 Santa Fe Avenue, Vernon, California 90058
Telephone (323) 583-8811

March 3, 2020

Honorable Chief Justice Tani G. Cantil-Sakauye
Associate Justices of the Supreme Court of California

Subject: City of Huntington Beach v. Xavier Becerra et al., California Supreme Court Case
No. S260766

Dear Honorable Chief Justice Tani G. Cantil-Sakauye and the Associate Justices of the Supreme Court of California:

Pursuant to Rule 8.500(g) of the California Rules of Court, the City of Vernon hereby urges the Court to grant the City of Huntington Beach's Petition for Review in *City of Huntington Beach v. Xavier Becerra et al.*, California Supreme Court Case No. S260766. The City of Vernon is a Charter City, and its Charter has expressly reserved to the City of Vernon the full extent of the authority granted to Charter Cities under the California Constitution. The issue presented is an important unsettled question of law that affects the fundamental division of power between home rule Charter Cities and the State Legislature.

The impact of the Court of Appeal's Opinion in this case, applying the four-part test articulated in *Cal. Fed. Savings & Loan Assn. v. City of Los Angeles* (1991) 54 Cal.3d 1 to a matter specifically enumerated and defined in Article XI, section 5, Subdivision (b) as a Core Municipal Affair is not limited to whether the state law at issue in this case is unenforceable against Charter Cities.

Despite the import of this Court's analysis in *Johnson v. Bradley* (1992) 4 Cal.4th 389, decided a year after *Cal. Fed. Savings & Loan Assn.*, which supports Petitioner's argument that the four-part test is inapplicable to a matter that clearly qualifies as a Core Municipal Affair under Article XI, section 5, subdivision (b), the Courts of Appeal have mechanistically applied the four-part test to a number of matters that are Core Municipal Affairs. See, e.g., *Jauregui v. City of Palmdale* (2014) 226 Cal. App. 4th 781 (manner of city election), and *Marquez v. City of Long Beach* (2019) 32 Cal. App. 5th 552 (city employee compensation). The Court of Appeal's Opinion in this case, similarly, necessarily erodes the home rule authority of Charter Cities, and it will embolden the State Legislature to increasingly encroach on Charter Cities' exclusive home

Exclusively Industrial

rule authority. However, this Court may decide the matter on the merits; review is necessary to provide clarity to the lower courts, the State Legislature, and Charter Cities about the scope of Charter Cities' home rule authority and the appropriate test to apply when a state law encroaches on a matter expressly committed to Charter Cities in Article XI, section 5, subdivision (b) of the California Constitution. Therefore, the City of Vernon requests that this Court grant the Petition for Review.

Sincerely,

Carlos R. Fandino, Jr.
City Administrator