



**Agenda
City of Vernon
Regular City Council Meeting
Tuesday, July 20, 2021, 09:00 AM
City Hall, Council Chamber
4305 Santa Fe Avenue
Vernon, California**

**Melissa Ybarra, Mayor
William Davis, Mayor Pro Tem
Leticia Lopez, Council Member
Crystal Larios, Council Member
Judith Merlo, Council Member**

MEETING ATTENDANCE PROTOCOLS

Based on California Department of Public Health guidelines and in accordance with Governor Newsom's Executive Order N-29-20, City Council meetings will transition to a hybrid format that includes both in-person and Zoom public participation.

Physical distancing and reduced capacity in the Council Chambers will be enforced. Additionally, temperatures will be taken upon entry and masks must be worn in City Hall.

The public is encouraged to view the meeting at <http://www.cityofvernon.org/webinar-cc> or by calling (408) 638-0968, Meeting ID 922-6891-1130#.

You may submit comments to PublicComment@ci.vernon.ca.us with the subject line "July 20, 2021 City Council Meeting Public Comment Item #__." Comments received prior to 8 a.m., Tuesday, July 20, 2021, will be read into the record.

CALL TO ORDER

FLAG SALUTE

ROLL CALL

APPROVAL OF 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.

PRESENTATIONS

1. Human Resources

[Recognition of Retiring Employee - Anthony Miranda, Police Chief](#)

Recommendation:

Acknowledge and present a proclamation to retiring Police Chief, Anthony Miranda, in recognition of his dedicated law enforcement career and service to the City of Vernon.

[1. Proclamation - Anthony Miranda Retirement](#)

2. Police Department

[California Highway Patrol \(CHP\) "10851" Grand Theft Auto Recovery Award](#)

Recommendation:

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

3. Human Resources

[Employee Service Pin Awards for June 2021](#)

Recommendation:

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

4. Public Utilities

[Capital Improvement Project Bond Funded Water Project Update](#)

Recommendation:

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

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.

5. Human Resources

[Appointment of Zaynah N. Moussa as Interim City Attorney](#)

Recommendation:

Adopt Resolution No. 2021-23 affirming the appointment of Zaynah N. Moussa as Interim City Attorney.

[1. Resolution No. 2021-23](#)

6. City Clerk

[Approval of Minutes](#)

Recommendation:

Approve the June 15, 2021 Regular and July 6, 2021 Special City Council meeting minutes.

[1. 20210615 City Council Minutes](#)

[2. 20210706 City Council Minutes \(special\)](#)

7. Finance/Treasury

[City Payroll Warrant Register](#)

Recommendation:

Approve City Payroll Warrant Register No. 781, for the period of June 1 through June 30, 2021, totaling \$2,303,635.71 and consisting of ratification of direct deposits, checks and taxes totaling \$1,493,040.35 and ratification of checks and electronic fund transfers (EFT) for payroll related disbursements totaling \$810,595.36 paid through operating bank account.

[1. City Payroll Account Warrant Register No. 781](#)

8. Finance/Treasury

[Operating Account Warrant Register](#)

Recommendation:

Approve Operating Account Warrant Register No. 70, for the period of May 30 through July 3, 2021, totaling \$19,754,463.15 and consisting of ratification of electronic payments totaling \$19,272,874.93, ratification of the issuance of early checks totaling \$481,588.22 and voided Check Nos. 607524 and 607547 totaling \$6,300.00.

[1. Operating Account Warrant Register No. 70](#)

9. Fire Department

[Fire Department Activity Report](#)

Recommendation:

Receive and file the May 2021 Report.

[1. Fire Department Activity Report - May 2021](#)

10. Police Department

[Police Department Activity Report](#)

Recommendation:

Receive and file the May 2021 Report.

[1. Police Department Activity Report - May 2021](#)

11. Public Works

[Public Works Department Monthly Report](#)

Recommendation:

Receive and file the May 2021 Building Report.

[1. Public Works May 2021 Building Report](#)

12. Public Utilities

[Public Utilities Water Division Vehicle Purchase](#)

Recommendation:

Approve the purchase of one (1) Ford F-550 with Enoven Crane Body & Equipment for \$72,718.41; one (1) Ford F-550 with Enoven E-series Dump Body & Equipment for \$131,659.47; and three (3) Ford F-450 Construction Trucks with a CTEC Utility Truck Bed for \$160,425.22 each from National Fleet Auto Group, for a total cost of \$685,653.54.

[1. National Auto Fleet Group Quote for Crane Truck](#)

[2. National Auto Fleet Group Quote for Dump Truck](#)

[3. National Auto Fleet Group Quote for Construction Truck](#)

13. Public Utilities

[Acceptance of Electrical Easement at 4551 Loma Vista Boulevard \(APN 6304-022-059\)](#)

Recommendation:

A. Find that approval of the proposed action is exempt from California Environmental Quality Act (CEQA) review under CEQA Guidelines Section 15061(b)(3), the general rule that CEQA applies only to activities that have the potential for causing a significant effect on the environment; accepting a utility easement does not have the potential for significant effect on the environment, and therefore is exempt from CEQA; and

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

[1. Electrical Easement and Certification of Acceptance - 4551 Loma Vista](#)

14. Public Works

[Award of City Contract No. CS-1267 Alameda Street Repairs at Union Pacific Railroad Crossing](#)

Recommendation:

A. Find that the award of the proposed Capital Improvement Project Alameda Street Repairs at Union Pacific Railroad Crossing is categorically exempt under the California Environmentally Quality Act (CEQA) in accordance with CEQA Guidelines Section 15301 (Existing Facilities), part (c) (existing highways and streets), because the project is merely to repair existing streets and involves no expansion of existing use;

B. Accept the bid proposal from Onyx Paving Company Inc., as the lowest responsive and responsible bidder for the Alameda Street Repairs project and reject all other bids;

C. Approve and authorize the City Administrator to execute Contract No. CS-1267 in the amount of \$123,000 for the Alameda Street Repairs at Union Pacific Railroad Crossing, for a period not to exceed 30 calendar days; and

D. Authorize a contingency of \$12,000 in the event of an unexpected changed condition in the project and grant authority to the City Administrator to issue a change order for an amount up to the contingency amount, if necessary.

[1. Contract Agreement No. 1267 Alameda Street Repairs at Union Pacific Railroad Crossing](#)

15. City Administration

[Fiscal Year 2020-2021 Vernon CommUNITY Fund Grant Committee Activity Report](#)

Recommendation:

Receive and file the report, as it is being provided for informational purposes only.

[1. FY 2020-2021 Grantee Awards List](#)

16. Police Department

[Taskforce for Regional Autotheft Prevention \(TRAP\) Memorandum of Understanding](#)

Recommendation:

Approve and authorize the City Administrator and Chief of Police to execute a Memorandum of Understanding (MOU) and Funding Agreement between the County of Los Angeles Sheriff's Department and the City of Vernon.

[1. TRAP MOU and Funding Agreement](#)

17. Health and Environmental Control Department

[Appointment of Health Officer for the City of Vernon](#)

Recommendation:

A. Find that it is in the best interests of the City to award a services agreement for Health Officer Services to Dr. Laurene Mascola, M.D., MPH, without a competitive selection process; and

B. Adopt Resolution No. 2021-24 appointing Laurene Mascola, M.D., MPH as Health Officer for the City of Vernon and approving and authorizing the execution of a services agreement for Health Officer Services.

[1. Resolution No. 2021-24](#)

18. Health and Environmental Control Department

[Application\(s\) for CalRecycle Payment Programs](#)

Recommendation:

Adopt Resolution No. 2021-25 approving and authorizing the Director of the Health and Environmental Control Department to receive and spend payment program funds from the Department of Resources Recycling and Recovery (CalRecycle) and to delegate authority to the County of Los Angeles to apply for and receive funds to administer the Used Oil Payment Program on behalf of the City and repealing all resolutions in conflict therewith, specifically Resolution No. 2018-09.

[1. Resolution No. 2021-25](#)

19. City Attorney

[Attorney Services Agreement with Alvarez-Glasman & Colvin for Outside Legal Services](#)

Recommendation:

Approve and authorize the City Administrator to enter into an Attorney Services Agreement between the City of Vernon and Alvarez-Glasman & Colvin, in substantially the same form as submitted, in order to complete pending assignments, for an amount not to exceed \$50,000.

[1. Alvarez-Glasman & Colvin - Attorney Services Agreement](#)

20. Public Utilities

[Demand Response Provider Agreement between the California Independent System Operator \(CAISO\) and City of Vernon](#)

Recommendation:

Approve and authorize the City Administrator to execute the Demand Response Provider Agreement with the California Independent System Operator (CAISO), in substantially the same form as submitted, to ensure the City's continued use of its interruptible agreement with Matheson Tri-Gas as a credit towards its monthly Resource Adequacy requirement.

[1. CAISO Demand Response Provider Agreement](#)

NEW BUSINESS

21. Public Works

[Consideration of Helping Hands Society of Los Angeles Fee Waiver](#)

Recommendation:

A. Find that the proposed action is exempt under the California Environmental Quality Act ("CEQA") review, because it is a continuing administrative activity that will not result in any direct or indirect physical changes in the environment, and therefore does not constitute a "project" as defined by CEQA Guidelines section 15378, and to the extent the Helping Hands Society of Los Angeles seeks to engage in actual physical construction or development, such would be subject to separate and independent CEQA review and analysis; and

B. Waive occupancy permit and business license fees.

22. Human Resources

[Appointment of Robert Sousa as Police Chief](#)

Recommendation:

Adopt Resolution No. 2021-26 appointing Robert Sousa to serve as Police Chief for the City of Vernon effective July 29, 2021, and approving and authorizing the execution of a related at-will employment agreement.

[1. Resolution No. 2021-26](#)

23. City Clerk

[Commission and Committee Appointments](#)

Recommendation:

- A. Appoint one Council Member Representative (term ending June 30, 2024) to the Business and Industry Commission;
- B. Appoint one Labor Representative (term ending June 30, 2024) to the Green Vernon Commission;
- C. Appoint Vernon CommUNITY Fund Grant Committee Members to fill the following vacancies:
 - a. one Vernon Area Representative (term ending June 30, 2022);
 - b. three Vernon Area Representatives (term ending June 30, 2025); and
 - c. one Council Member Representative (term ending June 30, 2025); and
- D. Appoint Vernon Housing Commission Members to fill the following vacancies:
 - a. one Business Representative (term ending June 30, 2025)
 - b. one Vernon Resident (term ending June 30, 2025); and
 - c. one Council Member (term ending June 30, 2025).

- [1. Notice of Unscheduled Vacancy BDavis](#)
- [2. Notice of Unscheduled Vacancy JMerlo](#)
- [3. Notice Inviting Applications](#)
- [4. Notice Inviting Applications Extension](#)
- [5. Applicants](#)
- [6. Current Appointments 20210713](#)

24. City Clerk

[City Council Appointments to Outside Agencies](#)

Recommendation:

- A. Appoint a representative to the Central Basin Water Association;
- B. Appoint an alternate to the Independent Cities Association;
- C. Appoint an alternate to the Independent Cities Finance Authority;
- D. Appoint a representative to the Southern California Association of Governments; and
- E. Appoint a representative to the Vernon Solid Waste Hearing Panel.

- [1. Outside Agency Appointments 2021-2022](#)

ORAL REPORTS

City Administrator Reports on Activities and Other Announcements.

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

25. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (3)

Ismael Martines v. City of Vernon, et al.
Los Angeles Superior Court Case No. 19STCV21341

By: _____ /s/_____
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-619-2021

Submitted by: Lisette Grizzelle

Submitting Department: Human Resources

Meeting Date: July 20, 2021

SUBJECT

Recognition of Retiring Employee - Anthony Miranda, Police Chief

Recommendation:

Acknowledge and present a proclamation to retiring Police Chief, Anthony Miranda, in recognition of his dedicated law enforcement career and service to the City of Vernon.

Background:

Historically, the City Council has issued proclamations in honor of retiring City employees. Anthony Miranda, Police Chief, will retire from the City of Vernon on July 28, 2021 after providing over four years of service to the City, and after a distinguished law enforcement career of 30 years.

Anthony Miranda was hired as the City of Vernon Police Chief effective June 20, 2017. Prior to being appointed as Chief in Vernon, Miranda served as Police Chief in the City of Irwindale and the City of Bell, where he began his law enforcement career. As a true law enforcement leader, Chief Miranda has been credited with leading his previous departments through organizational change, rebuilding community trust, and changing organizational culture, transforming departments into model agencies. As the Chief of Police in the City of Vernon, Chief Miranda has introduced a new standard of community engagement and has left an indelible mark on the Vernon community as well as the men and women serving the Vernon Police Department. Chief Miranda has been instrumental in elevating the Vernon Police Department's reputation and standing in the larger law enforcement community through his active involvement in regional law enforcement professional associations. Having earned the respect of his professional peers, Miranda was selected to serve as President of the Los Angeles County Police Chiefs' Association, the Los Angeles County Chiefs' Representative for the Rio Hondo Police Academy Oversight Committee, the Second Vice-President of the Peace Officers' Association of the Los Angeles County (P.O.A.L.A.C.), and a Committee Member of the Federal Law Enforcement Training Commission representing the Los Angeles County Police Chiefs' Association.

Anthony Miranda has completed more than 1,800 hours of professional development training over his career and as earned Executive level certification from the California Commission on Peace Officers Standard and Training (P.O.S.T.).

Since 2016, Anthony Miranda has served as the Chairman for the Los Angeles County Pink Patch Project, a grass roots awareness project that blossomed into a global charitable organization, expanding in to six countries, and raising over \$2 million in Los Angeles County.

In 2018, Anthony Miranda founded the South East Peace Officers' Association (S.E.P.O.A.), which is an association focused on networking and mentorship of sworn and professional staff throughout Los Angeles County.

During his distinguished career with the City of Vernon, Anthony Miranda has demonstrated the highest standards for leadership, professionalism, and ethics in his work as Police Chief, and has earned the highest respect and admiration from his colleagues, the members of the Vernon Police Department, and the Vernon residential and business communities. As a esteemed professional, Anthony Miranda exemplifies true public service, and he will truly be missed.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [Proclamation - Anthony Miranda Retirement](#)



***A PROCLAMATION OF THE MAYOR AND THE CITY COUNCIL OF
THE CITY OF VERNON COMMENDING ANTHONY MIRANDA FOR HIS
DISTINGUISHED LAW ENFORCEMENT CAREER AND
DEDICATED SERVICE TO THE CITY OF VERNON***

WHEREAS, Anthony Miranda has been a dedicated employee of the City of Vernon and has faithfully served as the Chief of Police since June 20, 2017; and

WHEREAS, Anthony Miranda will be retiring from the City of Vernon effective July 28, 2021, after providing over four years of service to the City of Vernon and after a distinguished law enforcement career of thirty years; and

WHEREAS, prior to being appointed Chief of Police in Vernon, Anthony Miranda served as Police Chief in the City of Irwindale and the City of Bell, where he began his law enforcement career; and

WHEREAS, as a true law enforcement leader, Anthony Miranda has been credited with leading his previous departments through organizational change, rebuilding community trust, and changing agency culture, transforming departments into model agencies; and

WHEREAS, Anthony Miranda has been an integral member of the City's executive team and a pillar of the Vernon community, introducing a new standard of community engagement and leaving an indelible mark on the Vernon community as well as the men and women serving the Vernon Police Department; and

WHEREAS, Anthony Miranda has been instrumental in elevating the Vernon Police Department's reputation and standing in the larger law enforcement community through his active involvement in regional law enforcement professional associations, selected by his peers to serve as President of the Los Angeles County Police Chiefs' Association, the Los Angeles County Chiefs' Representative for the Rio Hondo Police Academy Oversight Committee, the Second Vice-President of the Peace Officers Association of Los Angeles County (P.O.A.L.A.C.), and a Committee Member of the Federal Law Enforcement Training Commission representing the Los Angeles County Police Chiefs' Association; and

WHEREAS, Anthony Miranda has completed more than 1,800 hours of professional development training over his career and has earned Executive level certification from the California Commission on Peace Officer Standards and Training (P.O.S.T.), has served as the Chairman for the Los Angeles County Pink Patch Project since 2016, and in 2018, founded the South East Peace Officers' Association (S.E.P.O.A), an association focused on networking and mentorship of sworn and professional staff throughout Los Angeles County; and

WHEREAS, during his long and distinguished law enforcement career, Anthony Miranda has won the deepest respect of his colleagues through his leadership and his many contributions; and

WHEREAS, it is an honor to express our appreciation to Anthony Miranda for his exemplary service to the City of Vernon and wish Anthony good health upon his retirement and for continued success in life's pursuits; and

WHEREAS, the Mayor and the City Council of the City of Vernon, on behalf of its employees, residents and businesses, wish to commend and thank Anthony Miranda for his years of service to the City and invite recognition of his contributions and achievements.

NOW, THEREFORE, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF VERNON, ON BEHALF OF ITS EMPLOYEES, RESIDENTS AND BUSINESSES HEREBY COMMEND ANTHONY MIRANDA FOR HIS YEARS OF SERVICE TO THE CITY. THIS PROCLAMATION IS BEING PRESENTED TO ANTHONY MIRANDA BY THE HONORABLE MAYOR MELISSA YBARRA FOR AND ON BEHALF OF THE CITY COUNCIL OF THE CITY OF VERNON THIS 20TH DAY OF JULY, TWO THOUSAND AND TWENTY-ONE.



CITY OF VERNON

By: _____
MELISSA YBARRA, Mayor

City Council Agenda Item Report

Agenda Item No. COV-556-2021

Submitted by: Robert Sousa

Submitting Department: Police Department

Meeting Date: July 20, 2021

SUBJECT

California Highway Patrol (CHP) "10851" Grand Theft Auto Recovery Award

Recommendation:

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

Background:

The "10851" Grand Theft Auto Award is named after the California Vehicle Code section pertaining to motor vehicle theft. This award is sponsored in collaboration between the CHP and American Automobile Association (AAA) Insurance, and recognizes police officers throughout California who have been proactive in recovering stolen vehicles and apprehending criminals involved in auto theft.

The "10851" pin is awarded to uniformed officers who, during a 12-month period, achieve any of the following criteria:

1. Make six separate auto theft recoveries cleared by arrests.
2. Recover twelve (12) stolen vehicles, of which a minimum of three (3) must be cleared by arrests.

Officer Teresa Flores, who is very proactive in auto theft investigations and has done a great job combating auto theft crimes in our community, has met the above criteria twice and will receive her first two awards. Given the very specific requirements for such an award, very few officers ever achieve this type of recognition.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

City Council Agenda Item Report

Agenda Item No. COV-698-2021
Submitted by: Veronica Avendano
Submitting Department: Human Resources
Meeting Date: July 20, 2021

SUBJECT

Employee Service Pin Awards for June 2021

Recommendation:

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

Background:

The following employees are eligible to receive their service pin based on the number of service years with the City of Vernon.

40 YEARS OF SERVICE

William J. Davis, Councilmember, First Elected June 1981

20 YEARS OF SERVICE

Jose M. Ramos, Police Officer, Hired June 2001

Kent M. Stevenson Jr., Police Officer, Hired June 2001

10 YEARS OF SERVICE

Michael E. Shehata, Senior Information Technology Analyst, Hired June 2011

Fiscal Impact:

There is no fiscal impact associated with this request.

Attachments:

City Council Agenda Item Report

Agenda Item No. COV-709-2021
Submitted by: Adriana Ramos
Submitting Department: Public Utilities
Meeting Date: July 20, 2021

SUBJECT

Capital Improvement Project Bond Funded Water Project Update

Recommendation:

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

Background:

The Vernon Public Utilities Department (VPU) is currently implementing an aggressive 3-year, \$15,000,000 Capital Improvement Plan (CIP) financed through tax exempt bonds. The presentation will provide background information on the intended purpose and goals of the CIP as well as historical water system use. VPU will also provide a comprehensive update, detailing status of the City's wells and multiple water capital improvement projects.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

City Council Agenda Item Report

Agenda Item No. COV-710-2021

Submitted by: Michael Earl

Submitting Department: Human Resources

Meeting Date: July 20, 2021

SUBJECT

Appointment of Zaynah N. Moussa as Interim City Attorney

Recommendation:

Adopt Resolution No. 2021-23 affirming the appointment of Zaynah N. Moussa as Interim City Attorney.

Background:

At a Special City Council meeting held on July 6, 2021, City Council took action to terminate the existing agreement for Interim City Attorney services, appointed Sr. Deputy City Attorney Zaynah N. Moussa to serve as Interim City Attorney, and directed staff to initiate the request for proposals process for City Attorney services.

The attached resolution affirms City Council's action taken at the Special July 6, 2021 City Council meeting appointing Zaynah N. Moussa as Interim City Attorney.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [Resolution No. 2021-23](#)

RESOLUTION NO. 2021-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON
AFFIRMING THE APPOINTMENT OF ZAYNAH N. MOUSSA AS INTERIM
CITY ATTORNEY OF THE CITY OF VERNON

SECTION 1. Recitals.

A. On July 6, 2021, at a Special City Council meeting, the City Council terminated the agreement with Alvarez-Glasman & Colvin for Interim City Attorney services and appointed Zaynah N. Moussa to serve as Interim City Attorney until the appointment of a City Attorney can be made through the request for proposals process.

B. The City Council desires to affirm the appointment of Zaynah N. Moussa as Interim City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VERNON AS FOLLOWS:

SECTION 2. The City Council of the City of Vernon hereby finds and determines that the above recitals are true and correct.

SECTION 3. The City Council of the City of Vernon hereby affirms the appointment of Zaynah N. Moussa as Interim City Attorney of the City of Vernon effective July 6, 2021.

SECTION 4. The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

APPROVED AND ADOPTED this 20th day of July, 2021.

MELISSA YBARRA, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

ZAYNAH N. MOUSSA, Interim City Attorney

City Council Agenda Item Report

Agenda Item No. COV-672-2021
Submitted by: Sandra Dolson
Submitting Department: City Clerk
Meeting Date: July 20, 2021

SUBJECT

Approval of Minutes

Recommendation:

Approve the June 15, 2021 Regular and July 6, 2021 Special City Council meeting minutes.

Background:

Staff has prepared and hereby submits the minutes for approval.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [20210615 City Council Minutes](#)
2. [20210706 City Council Minutes \(special\)](#)

**MINUTES
VERNON CITY COUNCIL
REGULAR MEETING
TUESDAY, JUNE 15, 2021
COUNCIL CHAMBER, 4305 SANTA FE AVENUE**

CALL TO ORDER

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

FLAG SALUTE

Council Member Lopez led the Flag Salute.

ROLL CALL

PRESENT: Melissa Ybarra, Mayor
 William Davis, Mayor Pro Tem
 Leticia Lopez, Council Member
 Crystal Larios, Council Member
 Judith Merlo, Council Member

STAFF PRESENT:

 Carlos Fandino, City Administrator
 Arnold Alvarez-Glasman, Interim City Attorney
 Lisa Pope, City Clerk
 Scott Williams, Finance Director
 Abraham Alemu, Public Utilities General Manager
 Fredrick Agyin, Health and Environmental Control Director
 Michael Earl, Human Resources Director
 Anthony Miranda, Police Chief
 Dan Wall, Public Works Director

APPROVAL OF THE AGENDA

MOTION

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

PUBLIC COMMENT

None.

PRESENTATIONS

1. Recognition of Retiring Employee - Ronald J. Bustamante

Recommendation: Acknowledge and present a proclamation to retiring employee Ronald J. Bustamante, Facilities Maintenance Supervisor, in recognition of his dedicated service to the City of Vernon.

City Clerk Pope read the Proclamation. Mayor Ybarra presented the Proclamation to Ronald J. Bustamante in recognition of his dedicated service to the City of Vernon.

Ron Bustamante thanked the Council, Administration, his staff, and family.

2. Employee Service Pin Awards for May 2021

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

Human Resources Director Earl acknowledged Gerardo C. Farias, Street Maintenance Worker, Senior; Wesley Cruz, Senior Plumbing and Mechanical Inspector; Anthony Encinas II, Police Officer; and Daniel Gomez, Water Maintenance Worker as recipients of the Employee Service Pin Awards for May 2021.

3. Fiscal Year (FY) 2020-2021 Docket II Scholarship Grants Awarded by Vernon CommUNITY Fund Grant Committee

Recommendation: A. Acknowledge and present certificates to FY 2020-2021 Docket II Scholarship Grant recipients in recognition of their outstanding academic achievements; and B. Receive and file the report, as it is being provided for informational purposes only pursuant to Section 2.167(e) of the Vernon Municipal Code.

City Clerk Pope announced the FY 2020-2021 Docket II Scholarship Grant recipients.

Mayor Ybarra, and representatives from the offices of Congresswoman Roybal-Allard and Los Angeles County Supervisor Solis presented Certificates of Recognition; and Assemblymember Santiago provided Certificates of Recognition for presentation by the City Clerk.

PUBLIC HEARINGS

4. 2020 Urban Water Management Plan

Recommendation: A. Find that the proposed action is exempt under the California Environmental Quality Act (CEQA) in accordance with Water Code Section 10652, which exempts the preparation and adoption of urban water management plans from CEQA requirements, and CEQA Guideline Section 15061(b)(3), the general rule that CEQA only applies to activities that may have a significant effect on the environment, because the plan referenced herein is merely an update of the existing 2015 Urban Water Management Plan; and B. Adopt Resolution No. 2021-18 approving and adopting the City of Vernon 2020 Urban Water Management Plan.

Public Utilities General Manager Alemu presented the staff report.

Mayor Ybarra opened the public hearing. There being no speakers, Mayor Ybarra closed the public hearing.

MOTION

Council Member Lopez moved and Mayor Pro Tem Davis seconded a motion to: A. Find that the proposed action is exempt under the California Environmental Quality Act (CEQA) in accordance with Water Code Section 10652, which exempts the preparation and adoption of urban water management plans from CEQA requirements, and CEQA Guideline Section 15061(b)(3), the general rule that CEQA only applies to activities that may have a significant effect on the environment, because the plan referenced herein is merely an update of the existing 2015 Urban Water Management Plan; and B. Adopt Resolution No. 2021-18 approving and adopting the City of Vernon 2020 Urban Water Management Plan. The question was called and the motion carried unanimously.

CONSENT CALENDAR

Mayor Ybarra pulled Item No. 18.

MOTION

Council Member Lopez moved and Mayor Pro Tem Davis seconded a motion to approve the Consent Calendar, with the exception of Item No. 18. The question was called and the motion carried unanimously.

The Consent Calendar consisted of the following items:

5. **Approval of Minutes**
Recommendation: Approve the June 1, 2021 Regular and June 8, 2021 Special City Council meeting minutes.
6. **Claims Against the City**
Recommendation: Receive and file the claim submitted by Kyoung A. Kim in the amount of \$2,755.94.
7. **Operating Account Warrant Register**
Recommendation: Approve Operating Account Warrant Register No. 69, for the period of May 16 through May 29, 2021, totaling \$10,955,508.11 and consisting of ratification of electronic payments totaling \$10,602,511.98, ratification of the issuance of early checks totaling \$352,996.13 and voided Check No. 607388 totaling \$5,000.00.
8. **City Payroll Warrant Register**
Recommendation: Approve City Payroll Warrant Register No. 780, for the period of May 1 through May 31, 2021, totaling \$2,288,940.07 and consisting of ratification of direct deposits, checks and taxes totaling \$1,477,541.77 and ratification of checks and electronic fund transfers (EFT) for payroll related disbursements totaling \$811,398.30 paid through operating bank account.
9. **Fire Department Activity Report**
Recommendation: Receive and file the April 2021 Report.
10. **Police Department Activity Report**
Recommendation: Receive and file the April 2021 Report.

- 11. Project Funded by Senate Bill 1: The Road Repair and Accountability Act of 2017**
Recommendation: A. Find that the approval of the proposed resolution does not constitute a “project” pursuant to sections 15378(b)(2) and (4) of the Guidelines to the California Environmental Quality Act (“CEQA”), because it constitutes an administrative activity and government funding mechanism that does not involve any commitment to any specific project which may result in a potentially significant impact on the environment; and even if the adoption of the proposed resolution did constitute a project, it would be exempt from CEQA in accordance with Section 15061(b)(3), the general rule that CEQA only applies to projects that may have a significant effect on the environment; and B. Adopt Resolution No. 2021-19 adopting a project funded by Senate Bill 1: The Road Repair and Accountability Act of 2017 for Fiscal Year 2021-2022.
- 12. Annual Statement of Investment Policy for Fiscal Year 2021-2022**
Recommendation: Adopt Resolution No. 2021-20 approving an Annual Statement of Investment Policy for Fiscal Year 2021-2022 and delegating investment authority to the Director of Finance/City Treasurer.
- 13. Verizon National Association of State Procurement Officials (NASPO) ValuePoint Addendum for Wireless, Data, Voice and Accessories Services**
Recommendation: Approve and authorize the City Administrator to execute the Verizon NASPO ValuePoint Addendum, in substantially the same form as submitted, in the amount not to exceed \$441,000 for a three-year period.
- 14. Public Safety Special Parcel Tax Rate Adjustment for Fiscal Year 2021-2022**
Recommendation: A. Adopt Resolution No. 2021-21 determining the Public Safety Special Parcel Tax levied pursuant to Section 5.46 of the Municipal Code for Fiscal Year 2021-2022; and B. Approve and authorize the Director of Finance to execute an Agreement for Billing Direct Assessments (Public Safety Special Parcel Tax) with the County of Los Angeles Auditor-Controller’s Office, in substantially the same form as submitted, for the collection and distribution of the Public Safety Special Parcel Tax for Fiscal Year 2021-2022.
- 15. Warehouse Special Parcel Tax Rate Adjustment for Fiscal Year 2021-2022**
Recommendation: A. Adopt Resolution No. 2021-22 determining the Warehouse Special Parcel Tax levied pursuant to Section 5.46 of the Municipal Code for Fiscal Year 2021-2022; and B. Approve and authorize the Director of Finance to execute an Agreement for Billing of Direct Assessments (Warehouse Special Parcel Tax) with the County of Los Angeles Auditor-Controller’s Office, in substantially the same form as submitted, for the collection and distribution of the Warehouse Special Parcel Tax for Fiscal Year 2021-2022.
- 16. Revised Services Agreement with Jacobs Engineering Group, Inc.**
Recommendation: A. Find that the proposed action is statutorily exempt from California Environmental Quality Act (CEQA) review, in accordance with CEQA Guidelines §15262, because the project only involves feasibility or planning studies for possible future actions which the City has not approved, adopted, or funded; and B. Approve and authorize the City Administrator to execute the revised Services Agreement with Jacobs Engineering Group, Inc., in substantially the same form as submitted, to prepare an Air Quality Assessment for proposed power generation changes at Station A, in an amount not to exceed \$19,962.
- 17. Purchase Contract with Mega Renovation, Inc. for Carpet Replacement at City Hall**
Recommendation: A. Find that the proposed action is categorically exempt under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines

Section 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 issuance of a Purchase Contract with Mega Renovations for the Carpet Replacement on the Third Floor of City Hall for an amount not to exceed \$45,700.

19. Amendment No. 3 to the Agreement Between the City of Vernon and the Greater Los Angeles County Vector Control District for Temporary Vector (Mosquito) Control Services

Recommendation: A. Find that approval of the services agreement is exempt under 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; and CEQA Guidelines §15308, because the action is being carried out by a regulatory agency to maintain, restore, or enhance the environment; and B. Approve and authorize the City Administrator to execute Amendment No. 3 with the Greater Los Angeles County Vector Control District (GLACVCD), in substantially the same form as submitted, for temporary vector (mosquito) control services, with an effective date of January 31, 2021 for a one year term.

20. Additional Funds for Existing Contracts with Trittech Software Systems, a CentralSquare Company

Recommendation: Approve \$7,387.65 in additional funds for Contracts IT-0090 and IT-0095 with Trittech Software Systems, a CentralSquare Company (Trittech) to cover the cost for taxes associated with Trittech's software and support services.

21. City Housing Quarterly Report

Recommendation: Receive and file the June 2021 City Housing Quarterly Report.

The following item was pulled from the Consent Calendar for individual consideration:

18. Purchase Contract with Mega Renovation, Inc. for the Remodel of City-Owned Residential Property at 4328 Furlong Place

Recommendation: A. Find that the proposed action is categorically exempt under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 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 issuance of a Purchase Contract with Mega Renovations, Inc. for the Remodel of City-Owned Residential Property Located at 4328 Furlong Place for an amount not to exceed \$50,000.00.

Public Works Director Wall presented the staff report.

In response to Council questions, Public Works Director Wall described the work to be completed.

MOTION

Council Member Lopez moved and Mayor Pro Tem Davis seconded a motion to find the action exempt under CEQA and approve and authorize the issuance of a Purchase Contract with Mega Renovations, Inc. for the Remodel of City-Owned Residential Property located

at 4328 Furlong Place for an amount not to exceed \$50,000. The question was called and the motion carried unanimously.

NEW BUSINESS

22. Professional Services Agreement with PIC Environmental Services for Ambient Air, Soil, Soil Gas, and Groundwater Testing at Former Thermador Site (5119-5309 District Blvd)

Recommendation: A. Find that approval of the services agreement is exempt under 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; CEQA Guidelines §15308, because the action is being carried out by a regulatory agency to maintain, restore, or enhance the environment; and CEQA Guidelines § 15330, because the services are a minor action designed to prevent, minimize, stabilize, mitigate, or eliminate the release or threat of release of a hazardous waste or substance; and B. Find that it is commercially unreasonable to rebid the proposed contract within three years, pursuant to Section 2.17.30(B) of the Vernon Municipal Code (VMC) and that the best interests of the City are served by a direct award of a five-year contract to PIC Environmental Services, exempting the award from a competitive selection process, pursuant to Section 2.17.12(B)(2) of the VMC; and C. Approve and authorize the City Administrator to authorize the service agreement with PIC Environmental Services for ambient air, soil, soil gas, and groundwater testing at Former Thermador Site (5119-5309 District Blvd), in substantially the same form as submitted, with an effective date of June 15, 2021 for a five (5) year term.

Health and Environmental Control Director Agyin presented the staff report.

In response to Council questions, Health and Environmental Control Director Agyin discussed the experience and competitive pricing with PIC.

MOTION

Mayor Pro Tem Davis moved and Council Member Lopez seconded a motion to: A. Find that approval of the services agreement is exempt under 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; CEQA Guidelines §15308, because the action is being carried out by a regulatory agency to maintain, restore, or enhance the environment; and CEQA Guidelines § 15330, because the services are a minor action designed to prevent, minimize, stabilize, mitigate, or eliminate the release or threat of release of a hazardous waste or substance; and B. Find that it is commercially unreasonable to rebid the proposed contract within three years, pursuant to Section 2.17.30(B) of the Vernon Municipal Code (VMC) and that the best interests of the City are served by a direct award of a five-year contract to PIC Environmental Services, exempting the award from a competitive selection process, pursuant to Section 2.17.12(B)(2) of the VMC; and C. Approve and authorize the City Administrator to authorize the service agreement with PIC Environmental Services for ambient air, soil, soil gas, and groundwater testing at Former Thermador Site (5119-5309 District Blvd), in substantially the same form as submitted, with an effective date of June

15, 2021 for a five (5) year term. The question was called and the motion carried unanimously.

ORAL REPORTS

City Administrator Reports on Activities and other Announcements.

City Administrator Fandino announced the current COVID-19 status; Graduation/Summer Kick-Off Event on June 24, 2021; and deadline extension to July 6, 2021 for Commission and Committee applications. He reminded residents of fireworks safety and upcoming Commission and Council meetings.

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

None.

ADJOURNMENT

Mayor Ybarra adjourned the meeting at 9:41 a.m.

MELISSA YBARRA, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

**MINUTES
VERNON CITY COUNCIL
SPECIAL MEETING
TUESDAY, JULY 6, 2021
COUNCIL CHAMBER AND CONFERENCE ROOM 3
4305 SANTA FE AVENUE**

CALL TO ORDER

Mayor Ybarra called the meeting to order at 4:38 p.m.

FLAG SALUTE

Mayor Ybarra led the Flag Salute.

ROLL CALL

PRESENT: Melissa Ybarra, Mayor
 William Davis, Mayor Pro Tem
 Leticia Lopez, Council Member
 Crystal Larios, Council Member
 Judith Merlo, Council Member (arrived at 4:42 p.m.)

STAFF PRESENT:

 Carlos Fandino, City Administrator
 Arnold Alvarez-Glasman, Interim City Attorney
 Lisa Pope, City Clerk
 Scott Williams, Finance Director
 Abraham Alemu, Public Utilities General Manager
 Fredrick Agyin, Health and Environmental Control Director
 Michael Earl, Human Resources Director
 Anthony Miranda, Police Chief

APPROVAL OF THE AGENDA

MOTION

Council Member Lopez moved and Mayor Pro Tem Davis seconded a motion to approve the agenda. The question was called and the motion carried 4-0, Council Member Merlo absent.

PUBLIC COMMENT

None.

CONSENT CALENDAR

MOTION

Council Member Lopez moved and Mayor Pro Tem Davis seconded a motion to approve the Consent Calendar. The question was called and the motion carried 4-0, Council Member Merlo absent.

The Consent Calendar consisted of the following item:

1. Property and Casualty Insurance Placements for Fiscal Year 2021-22

Recommendation: Approve the procurement of annual insurance coverage for Fiscal Year (FY) 2021-22 for total annual amount of premiums not to exceed \$1,261,551.

1. FY 2021-22 Summary of Insurance Premiums

ORAL REPORTS

City Administrator Reports on Activities and other Announcements.

None.

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

None.

RECESS

Mayor Ybarra recessed the meeting to Closed Session at 4:41 p.m.

Council Member Merlo arrived at 4:42 p.m.

CLOSED SESSION

2. PUBLIC EMPLOYMENT

Government Code Section 54957(b)(1)

Title: Police Chief

3. PUBLIC EMPLOYMENT DISCIPLINE/DISMISSAL/RELEASE

Pursuant to Government Code Section 54957(b)(1)

One Matter

4. PUBLIC EMPLOYEE APPOINTMENT

Pursuant to Government Code Section 54957(b)(1)

Title: City Attorney / Interim City Attorney

5. PUBLIC EMPLOYMENT

Pursuant to Government Code Section 54957(b)(1)

Title: City Attorney / Interim City Attorney

RECONVENE

At 9:25 p.m., Mayor Ybarra adjourned Closed Session and reconvened the regular meeting.

CLOSED SESSION REPORT

City Administrator Fandino reported that the Council met in Closed Session, with all five members present, discussed the items on the agenda, and took the following actions on a unanimous vote: 1) Dismissed Arnold Alvarez-Glasman as Interim City Attorney; 2) Appointed Zaynah Moussa as Interim City Attorney; and 3) Directed staff to bring back a request for proposals for contract legal services and an agreement with Alvarez-Glasman & Colvin for outside legal services.

ADJOURNMENT

Mayor Ybarra adjourned the meeting at 9:26 p.m.

MELISSA YBARRA, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

City Council Agenda Item Report

Agenda Item No. COV-712-2021

Submitted by: John Lau

Submitting Department: Finance/Treasury

Meeting Date: July 20, 2021

SUBJECT

City Payroll Warrant Register

Recommendation:

Approve City Payroll Warrant Register No. 781, for the period of June 1 through June 30, 2021, totaling \$2,303,635.71 and consisting of ratification of direct deposits, checks and taxes totaling \$1,493,040.35 and ratification of checks and electronic fund transfers (EFT) for payroll related disbursements totaling \$810,595.36 paid through operating bank account.

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 City Payroll Account Warrant Register No. 781 covering claims and demands presented during the period of June 1 through June 30, 2021, drawn, or to be drawn, from East West Bank for City Council approval.

Fiscal Impact:

The fiscal impact of approving City Payroll Warrant Register No. 781, totals \$2,303,635.71. The Finance Department has determined that sufficient funds to pay such claims/demands, are available in the respective accounts referenced on City Payroll Warrant Register No. 781.

Attachments:

1. [City Payroll Account Warrant Register No. 781](#)

PAYROLL WARRANT REGISTER
City of Vernon

No. **781** Month of **June 2021**

I hereby Certify: that claims or demands covered by the above listed warrants have been audited as to accuracy and availability of funds for payments thereof; and that said claims or demands are accurate and that funds are available for payments thereof.



Scott A. Williams
Director of Finance / City Treasurer

Date: 7/13/2021

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

DATE

DATE

Payrolls reported for the month of May

05/09/2021 - 05/22/2021, Paydate 06/03/2021

05/23/2021 - 06/05/2021, Paydate 06/17/2021

Payment

Method	Date	Payment Description	Amount
ACH	06/03/21	Net payroll, checks	\$ 15,834.05
ACH	06/03/21	Net payroll, direct deposits	570,788.38
ACH	06/03/21	Payroll taxes	150,442.52
ACH	06/17/21	Net payroll, checks	12,636.12
ACH	06/17/21	Net payroll, direct deposits	586,935.41
ACH	06/17/21	Payroll taxes	156,403.87

Total net payroll and payroll taxes**1,493,040.35**

11499	06/04/21	ICMA	28,183.19
607475	06/09/21	Franchise Tax Board	242.31
11500	06/04/21	IBEW Dues	3,180.97
11501	05/06/21	Vernon Police Officers' Benefit Association	2,033.04
11502	06/07/21	CalPERS	181,051.92
11503	06/04/21	California State Disbursement Unit	41.53
11506	06/16/21	Mutual of Omaha	10,166.09
11507	06/17/21	AFLAC	9,577.99
11508	06/17/21	Colonial	6,047.62
11387	06/08/21	Blue Shield of California	322,517.42
11388	06/08/21	Metlife - Group Benefits	26,375.25
11509	06/17/21	MES Vision	3,719.29
11510	06/17/21	ICMA	28,714.02
11511	06/17/21	Teamsters Local 911	2,232.00
607573	06/24/21	Franchise Tax Board	242.31
11512	06/17/21	Vernon Police Officers' Benefit Association	2,033.04
11513	06/21/21	CalPERS	184,195.84
11514	06/18/21	California State Disbursement Unit	41.53

**Payroll related disbursements, paid through
Operating bank account****810,595.36****Total net payroll, taxes, and related disbursements****\$ 2,303,635.71**

JL

City Council Agenda Item Report

Agenda Item No. COV-713-2021

Submitted by: John Lau

Submitting Department: Finance/Treasury

Meeting Date: July 20, 2021

SUBJECT

Operating Account Warrant Register

Recommendation:

Approve Operating Account Warrant Register No. 70, for the period of May 30 through July 3, 2021, totaling \$19,754,463.15 and consisting of ratification of electronic payments totaling \$19,272,874.93, ratification of the issuance of early checks totaling \$481,588.22 and voided Check Nos. 607524 and 607547 totaling \$6,300.00.

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. 70 covering claims and demands presented during the period of May 30 through July 3, 2021, 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. 70, totals \$19,754,463.15. 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. 70.

Attachments:

1. [Operating Account Warrant Register No. 70](#)



**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 70
JULY 20, 2021**

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: 7/13/2021

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:

Void Checks: 607524, 607547

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 70
JULY 20, 2021**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
002412 - CALIFORNIA ISO	055.9200.500150	\$ 104.58	Initial Charges 05/21	202105253249013 482				
	055.9200.500150	\$ 30,199.00	Recalculation Charges 02/21	202105253249013 795				
	055.9200.500170	\$ 527.00	Recalculation Charges 02/21	202105253249013 795				
	055.9200.500190	\$ 127.00	Recalculation Charges 02/21	202105253249013 795				
	055.9200.500210	\$ 1.65	Recalculation Charges 02/21	202105253249013 795				
	055.9200.500150	\$ 191,447.16	Initial Charges 05/21	202105253249013 795				
	055.9200.500170	\$ 3,228.71	Initial Charges 05/21	202105253249013 795				
	055.9200.500210	\$ 15,203.34	Initial Charges 05/21	202105253249013 795				
	055.9200.500190	\$ -1,120.93	Initial Charges 05/21	202105253249013 795				
						06/01/2021	11358	\$ 239,717.51
000947 - DAILY JOURNAL CORPORATION	011.1003.550000	\$ 235.00	Publication Services	B3471352				
	011.1003.596300	\$ 300.00	Publication Services	B3472784				
						06/02/2021	11359	\$ 535.00
001906 - WILLIAM DAVIS	011.1001.502030	\$ 500.00	HSA Employer Contribution~	060121				
						06/02/2021	11360	\$ 500.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 70
JULY 20, 2021**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
001701 - FUJITSU NETWORK COMMUNICATIONS	057.1057.900000	\$ 11,435.04	Fiber Optic Equipment~	91916290	057.0000088			
						06/02/2021	11361	\$ 11,435.04
005350 - HAUL AWAY RUBBISH SERVICE CO,	011.1048.596200	\$ 67.50	Disposal & Recycling Services	11X03384				
	011.1049.596200	\$ 213.00	Disposal & Recycling Services	11X03385				
	011.1049.596200	\$ 67.50	Disposal & Recycling Services	11X03389				
	011.1049.596200	\$ 3,354.24	Disposal & Recycling Services	11X03392				
	011.1048.596200	\$ 67.50	Disposal & Recycling Services	12X07256				
	011.1049.596200	\$ 213.00	Disposal & Recycling Services	12X07257				
	011.1049.596200	\$ 67.50	Disposal & Recycling Services	12X07261				
	011.1049.596200	\$ 3,510.48	Disposal & Recycling Services	12X07263				
	011.1048.596200	\$ 67.50	Disposal & Recycling Services	13X00389				
	011.1049.596200	\$ 213.00	Disposal & Recycling Services	13X00390				
	011.1049.596200	\$ 67.50	Disposal & Recycling Services	13X00394				
	011.1049.596200	\$ 4,485.72	Disposal & Recycling Services	13X00396				
	011.1048.596200	\$ 67.50	Disposal & Recycling Services	14X07492				
	011.1049.596200	\$ 213.00	Disposal & Recycling Services	14X07493				
	011.1049.596200	\$ 67.50	Disposal & Recycling Services	14X07497				
	011.1049.596200	\$ 1,440.36	Disposal & Recycling Services	14X07499				
						06/02/2021	11362	\$ 14,182.80

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 70
JULY 20, 2021**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER		INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
006886 - JACOBS ENGINEERING GROUP, INC	055.9000.596200	\$	5,590.45	Env Compliance Support Services	D3404500010		06/02/2021	11363	\$ 5,590.45
005044 - RONS MAINTENANCE, INC	011.1043.590000	\$	13,872.00	Catch Basin Cleaning~	191		06/02/2021	11364	\$ 13,872.00
001703 - ROYAL INDUSTRIAL SOLUTIONS	055.8400.590000	\$	64.40	Electrical Parts~	90661000431	055.0002806	06/02/2021	11365	\$ 400.12
	055.8000.590000	\$	236.49	Electrical Parts~	90661000437	055.0002806			
	055.8000.590000	\$	99.23	Electrical Parts~	90661000438	055.0002806			
005925 - SHI INTERNATIONAL CORP	011.9019.590110	\$	1,280.30	Smart Protect for Endpoint ~	B13394513	011.0014794	06/02/2021	11366	\$ 1,280.30
001079 - SIEMENS MOBILITY, INC	011.1043.590000	\$	3,239.00	Traffic Signal Repair & Maintenance~	5610270057		06/02/2021	11367	\$ 9,476.79
	011.1043.590000	\$	6,237.79	Traffic Signal Repair & Maintenance~	5620035305				
000059 - SO CAL EDISON	055.9200.500170	\$	24,669.00	Laguna Bell 05/21	7501262390		06/02/2021	11368	\$ 224,469.00
	055.9200.500170	\$	59,400.00	Victorville Lugo Vernon 05/21	7501262421				
	055.9200.500170	\$	140,400.00	Mead Laguna Bell 05/21	7501262422				
004442 - WIRELESS INNOVATION LIMITED	055.9000.900000	\$	23.60	Iridium	62868		06/02/2021	11369	\$ 23.60

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 70
JULY 20, 2021**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
002808 - DEUTSCHE BANK TRUST CO.	055.9200.500163	\$ 676,800.00	WCI Auction	052721				
	056.5610.596710	\$ 789,600.00	WCI Auction	052721				
						06/03/2021	11370	\$ 1,466,400.00
001206 - DELL MARKETING LP	011.9019.860000	\$ 12,350.26	OptiPlex 7080 Tower	10482073012	011.0014788			
	011.9019.860000	\$ 557.44	Non-taxable Portion	10482073012	011.0014788			
	011.9019.860000	\$ 1,265.90	Sales Tax 10.25	10482073012				
						06/03/2021	11371	\$ 14,173.60
004438 - FLEMING ENVIRONMENTAL, INC	011.1049.590000	\$ 650.00	UST Compliance Services 04/21	17344				
						06/03/2021	11372	\$ 650.00
006865 - ALVAREZ-GLASMAN & COLVIN	011.1024.593200	\$ 100.00	Litigation Services 02/21~	20200219742				
	011.1024.593200	\$ 7,004.39	General Law Services 02/21	20210219738				
	011.1024.593200	\$ 6,768.00	Special Legal Services 02/21	20210219739				
	011.1024.593200	\$ 9,616.83	Litigation Services 02/21~	20210219740				
	011.1024.593200	\$ 4,132.00	Litigation Services 02/21~	20210219741				
	011.1024.593200	\$ 4,064.92	Litigation Services 02/21~	20210219743				
						06/03/2021	11373	\$ 31,686.14

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 70
JULY 20, 2021**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
002412 - CALIFORNIA ISO	055.9200.500150	\$ 69.17	Initial Charges 05/21	202106013149185 103				
	055.9200.500150	\$ 134,793.33	Initial Charges 05/21	202106013149185 366				
	055.9200.500170	\$ 5,143.27	Initial Charges 05/21	202106013149185 366				
	055.9200.500190	\$ 6,261.18	Initial Charges 05/21	202106013149185 366				
	055.9200.500210	\$ 12,737.29	Initial Charges 05/21	202106013149185 366				
	055.9200.500150	\$ 37,844.63	Recalculation Charges 02/21	202106013149185 366				
	055.9200.500170	\$ 992.43	Recalculation Charges 02/21	202106013149185 366				
	055.9200.500190	\$ 1,340.98	Recalculation Charges 02/21	202106013149185 366				
						06/07/2021	11374	\$ 199,182.28
005182 - ANTHEM BLUE CROSS	011.1026.502031	\$ 14,887.78	Medical Retirees~	192856640				
						06/08/2021	11375	\$ 14,887.78
004303 - ATHENS INSURANCE SERVICES, INC	011.1026.594200	\$ 6,105.33	TPA Fees 06/21	IVC24926				
						06/08/2021	11376	\$ 6,105.33
002533 - BANK OF NEW YORK MELLON	020.1084.592010	\$ 2,545.00	Bank Service Fees~	2522381251				
						06/08/2021	11377	\$ 2,545.00

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
007089 - CAPITAL INDUSTRIAL COATINGS	020.1084.900000	\$ 174,621.88	Rehabilitation of Reservoirs	060221		06/08/2021	11378	\$ 174,621.88
001401 - CENTRAL BASIN MWD	020.1084.500130	\$ 32,327.94	Potable & Recycled Water	VERAPR21		06/08/2021	11379	\$ 32,327.94
001444 - COUNTY OF LOS ANGELES	011.1033.596200	\$ 1,163,888.38	Fire Protection Services	C0009837		06/08/2021	11380	\$ 1,303,431.45
	011.1033.596200	\$ 112,025.47	Fire Protection Services	C0009837				
	011.1033.596200	\$ 27,517.60	Fire Protection Services	C0009837				
005108 - JEMMOTT ROLLINS GROUP, INC	011.1021.797000	\$ 8,100.00	Professional Services~	MAY21		06/08/2021	11381	\$ 8,100.00
003701 - RAFAEL LANDA	011.1031.596500	\$ 8.00	Homeless Liaison	052721		06/08/2021	11382	\$ 88.00
	011.1031.596700	\$ 80.00	Homeless Liaison	052721				
001150 - MCMASTER-CARR SUPPLY COMPANY	011.1049.520000	\$ 322.58	Hardware Supplies~	57031953	011.0014461	06/08/2021	11383	\$ 322.58
006687 - NDS	011.1004.520000	\$ 5,000.00	Postage Replenishment	1832		06/08/2021	11384	\$ 5,000.00

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003782 - CARLOS OURIQUE	011.1031.596500	\$ 63.52	BATI - Investigative Interview &	052021		06/08/2021	11385	\$ 63.52
001658 - WATER REPLENISHMENT DISTRICT	020.1084.500110	\$ 197,092.90	Groundwater Production & Assessment	052421		06/08/2021	11386	\$ 197,092.90
003336 - BICENT (CALIFORNIA) MALBURG, L	055.9200.502090	\$ 393,651.06	PPTA Settlement Agreement & Release	060721		06/10/2021	11389	\$ 393,651.06
000447 - CDW GOVERNMENT, INC	011.9019.520010	\$ 26.23	HP 63 - Color~	C657202	011.0014791			
	011.9019.520010	\$ 2.69	Sales Tax 10.25	C657202		06/10/2021	11390	\$ 28.92
003606 - INSIGHT PUBLIC SECTOR, INC	011.9019.520010	\$ 22.74	Microsoft Audio Conferencing~	1100816534	011.0014715	06/10/2021	11391	\$ 22.74
003049 - PETRELLI ELECTRIC, INC	055.9100.900000	\$ 246,702.22	Electric Service Maintenance 05/21	210189				
	055.8300.590000	\$ 751,441.20	Electric Service Maintenance 05/21	210189				
	055.9100.900000	\$ 1,116,431.83	Bond Projects	210189		06/10/2021	11392	\$ 2,114,575.25
002517 - SO CAL PUBLIC POWER AUTHORITY	055.9200.500154	\$ 227,570.38	Astoria 2 Solar Project	ATSP0621		06/10/2021	11393	\$ 227,570.38

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005925 - SHI INTERNATIONAL CORP	011.9019.520010	\$ 1,555.97	SonicWall Advanced Gateway Security	B13135364	011.0014743	06/10/2021	11394	\$ 1,555.97
006202 - DANIEL S. WALL	011.1040.520000	\$ 2,775.63	Reimb. Trees for City Hall	060721		06/10/2021	11395	\$ 2,775.63
005784 - ZONES, LLC	011.9019.590110	\$ 2,573.76	RNWL PROD SNS VREAL OPS 8 STD~	K16833340101	011.0014763			
	011.9019.590110	\$ 1,095.45	Production Support/Subsription VMware	K16833340101	011.0014763			
	011.9019.590110	\$ 4,285.12	PROD SNS VSPHERE 7 STD 1 PROC 1YR	K16833340101	011.0014763			
	011.9019.590110	\$ 1,463.12	PROD SNS VCTR SVR 7 STD VSPH ERE 7~	K16833340101	011.0014763	06/10/2021	11396	\$ 9,417.45

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002412 - CALIFORNIA ISO	055.9200.500150	\$ -11.14	Recalculation Charges 08/18	202106083149258 446				
	055.9200.500150	\$ 114.48	Initial Charges 05/21	202106083149258 446				
	055.9200.450340	\$ 46.04	Recalculation Charges 08/20	202106083149258 446				
	055.9200.500150	\$ 187,544.71	Initial Charges 05/21	202106083149258 550				
	055.9200.500170	\$ 256.71	Initial Charges 05/21	202106083149258 550				
	055.9200.500190	\$ 13,417.49	Initial Charges 05/21	202106083149258 550				
	055.9200.500210	\$ 14,968.04	Initial Charges 05/21	202106083149258 550				
	055.9200.500150	\$ 213.78	Recalculation Charges 08/20	202106083149258 550				
	055.9200.500170	\$ -11,582.91	Recalculation Charges 08/20	202106083149258 550				
	055.9200.500180	\$ -3.99	Recalculation Charges 08/20	202106083149258 550				
	055.9200.500190	\$ -478.61	Recalculation Charges 08/20	202106083149258 550				
	055.9200.500150	\$ 12.94	Recalculation Charges 05/18	202106083149258 550				
	055.9200.500170	\$ 69.56	Recalculation Charges 05/18	202106083149258 550				
	055.9200.500190	\$ -23.62	Recalculation Charges 11/19	202106083149258 550				

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002412 - CALIFORNIA ISO	055.9200.500150	\$ 21,024.93	Recalculation Charges 11/19	202106083149258550				
	055.9200.500170	\$ 633.35	Recalculation Charges 11/19	202106083149258550				
	055.9200.500150	\$ 4,905.83	Recalculation Charges 08/18	202106083149258550				
	055.9200.500170	\$ 25.13	Recalculation Charges 08/18	202106083149258550				
	055.9200.500190	\$ 0.82	Recalculation Charges 08/18	202106083149258550				
	055.9200.500190	\$ -429.23	Recalculation Charges 02/21	202106083149258550				
	055.9200.500150	\$ 1,851.59	Recalculation Charges 02/21	202106083149258550				
	055.9200.500170	\$ 159.61	Recalculation Charges 02/21	202106083149258550				
						06/14/2021	11397	\$ 232,715.51
000956 - CROSSPOINT NETWORK SOLUTIONS,	011.9019.590110	\$ 19,767.00	Phone System Maintenance	IN2021140				
						06/15/2021	11398	\$ 19,767.00
003601 - UNITED SITE SERVICES OF CA	011.1043.520000	\$ 111.59	Portable Restroom Service	11411961966				
						06/15/2021	11399	\$ 111.59
003266 - AON RISK INSURANCE SERVICES WE	011.1004.503035	\$ 337.60	Audit - Contractors Equipment	8200000300955				
						06/17/2021	11400	\$ 337.60

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006249 - BEST DRILLING AND PUMP, INC	020.1084.900000	\$ 27,211.35	Well No. 17 Rehabilitation Project~	060821		06/17/2021	11401	\$ 27,211.35
006886 - JACOBS ENGINEERING GROUP, INC	055.9000.596200	\$ 7,430.60	Env Compliance Support Services	D3404500011		06/17/2021	11402	\$ 7,430.60
005034 - KRONOS INCORPORATED	011.9019.590110	\$ 780.88	Software Usage Fees	11761424		06/17/2021	11403	\$ 780.88
006746 - VERONICA PETROSYAN	011.1060.520000	\$ 7.65	Reimb. Postage & Meals for COVID-19	061021		06/17/2021	11404	\$ 218.37
	011.1060.520000	\$ 210.72	Reimb. Postage & Meals for COVID-19	061021				
002517 - SO CAL PUBLIC POWER AUTHORITY	055.9200.500154	\$ 181,892.37	Antelope DSR 1 Solar Project	DSR10621		06/17/2021	11405	\$ 181,892.37
005069 - TRITECH SOFTWARE SYSTEMS	011.9019.860000	\$ 63,985.00	Records Management System	280379		06/17/2021	11406	\$ 63,985.00
005699 - WEBCO LB, LLC	011.1043.520000	\$ 10,250.00	Street Sweeping Services 05/21	LB5827		06/17/2021	11407	\$ 10,250.00
003584 - WILLIAMS DATA MANAGEMENT	011.1003.596200	\$ 375.00	Storage Services	551243		06/17/2021	11408	\$ 375.00

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003177 - WILMINGTON INSTRUMENT COMPANY,	056.5600.520000	\$ 517.10	Equipment Parts & Materials~	120856IN	056.0000615	06/17/2021	11409	\$ 517.10
004442 - WIRELESS INNOVATION LIMITED	055.9000.900000	\$ 1,180.00	Iridium	62470		06/17/2021	11410	\$ 1,180.00
000209 - MERRIMAC ENERGY GROUP	011.120030	\$ 7,687.60	REGULAR UNLEADED 87 OCTANE	2212313	011.0014825			
	011.120030	\$ 2.98	FED UST GAS	2212313	011.0014825			
	011.120030	\$ 4.47	CA LEAD PREVENTION	2212313	011.0014825			
	011.120030	\$ 4.74	STATE ENVIRONMENTAL GAS	2212313	011.0014825			
	011.120030	\$ 5.76	FED OIL SPILL GAS	2212313	011.0014825			
	011.120030	\$ 20.79	AB 32 FEE ENV DEST #2 GAS	2212313	011.0014825			
	011.120030	\$ 1,505.91	STATE EXCISE GAS	2212313	011.0014825			
	011.120030	\$ 7,327.41	RENEWABLE ULS DIESEL 99 CARB	2212313	011.0014825			
	011.120030	\$ 2.99	FED UST - DSL	2212313	011.0014825			
	011.120030	\$ 6.40	FED OIL SPILL DSL	2212313	011.0014825			
	011.120030	\$ 21.39	AB32 RENEWABLE DIESEL	2212313	011.0014825			
	011.120030	\$ 1,151.92	STATE EXCISE DIESEL	2212313	011.0014825			
	011.120030	\$ 1,537.59		2212313		06/17/2021	11411	\$ 19,279.95

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003336 - BICENT (CALIFORNIA) MALBURG, L	055.9200.500150	\$ 365,099.32	Monthly Energy Related Payment	5202102				
	055.9200.500180	\$ 3,700,262.60	Monthly Capacity Payment	5202102				
	055.9200.500150	\$ 8,841.87	COV Calculated Heat Rate	5202102				
	055.9200.500150	\$ -1,702.17	Fuel Burden	5202102				
						06/18/2021	11412	\$ 4,072,501.62

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005594 - US BANK CORPORATE	011.1001.520000	\$ 16.53	Bookend Shelves for Council	022221				
	011.1002.570000	\$ 274.52	Truck 1004 Running Board	022221				
	011.1002.596500	\$ 325.00	Conference Registration / C. Fandino	022221(10)				
	011.1001.596500	\$ 140.00	Conference Registration / C. Menke	022221(10)				
	011.1023.596600	\$ 67.61	LA Times Subscription	022221(10)				
	011.1001.596500	\$ 100.00	Seminar Registration / City Council	022221(10)				
	055.8100.570000	\$ 130.10	Keys	022221(11)				
	011.1048.520000	\$ -65.05	Credit	022221(12)				
	011.1048.520000	\$ 119.02	Keys	022221(12)				
	011.1049.520000	\$ 264.97	Keys	022221(12)				
	011.1048.520000	\$ 912.16	Supplies	022221(12)				
	011.1049.520000	\$ 17.55	Supplies	022221(12)				
	011.1048.520000	\$ 1,785.03	Washer & Dryer	022221(12)				
	011.1043.520000	\$ -22.05	Credit	022221(13)				
	011.1043.520000	\$ 960.13	LCD TV for FS#4	022221(13)				
	011.1043.520000	\$ 666.00	Line-X	022221(13)				
	011.1043.520000	\$ 163.91	Supplies	022221(13)				
	011.1049.520000	\$ 2,439.77	Hardware Supplies	022221(14)				
	011.9019.520010	\$ 46.29	1U Patch Panel	022221(15)				
	011.9019.590110	\$ 10.00	Helpdesk Software	022221(15)				
	011.9019.590110	\$ 497.00	IT Helpdesk System	022221(15)				
	011.9019.590110	\$ 76.00	Office 365 Subscription	022221(15)				
	011.9019.590110	\$ 170.00	OneDrive for Business	022221(15)				

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005594 - US BANK CORPORATE	011.9019.590110	\$ 59.54	PD Unit Modem Power Adapter	022221(15)				
	011.9019.520010	\$ 264.48	POE Injector IP Phones	022221(15)				
	011.9019.520010	\$ 108.90	POE Switch for Camera Project	022221(15)				
	011.9019.590110	\$ 19.98	Power BI Microsoft License	022221(15)				
	011.9019.590110	\$ 9.99	Preventative Maintenance Software	022221(15)				
	011.9019.520010	\$ 773.94	Print Head for VPU Plotter	022221(15)				
	011.9019.520010	\$ 59.99	Abby Software for Health Department	022221(15)				
	011.9019.590110	\$ 38.85	Publishing Software for VPU	022221(15)				
	011.9019.590110	\$ 391.75	Remote Assistance Software	022221(15)				
	011.9019.520010	\$ 526.86	Spare SSD HD for PC Imaging	022221(15)				
	011.9019.520010	\$ 13.77	Spare USB-C Cables	022221(15)				
	011.9019.520010	\$ 251.80	Spare Webcams	022221(15)				
	011.9019.520010	\$ 122.34	USB Hubs for PD Detectives	022221(15)				
	011.9019.590110	\$ 17.50	Zendesk Approval Queue App	022221(15)				
	011.9019.590110	\$ 239.90	Zoom for City Council Meetings	022221(15)				
	011.9019.590110	\$ 179.81	Adobe License for City Hall	022221(15)				
	011.9019.520010	\$ 690.74	Alarm Equipment for FS4 Security Project	022221(15)				
	011.9019.520010	\$ 258.80	Alarm for FS4 Security Project	022221(15)				
	011.9019.590110	\$ 14.32	Amazon Prime Membership	022221(15)				
	011.9019.590110	\$ 9.99	Arlo Camera Subscription	022221(15)				
	011.9019.520010	\$ 241.80	Battery for APC8	022221(15)				
	011.9019.590110	\$ 1,394.31	Google Suite for VPU & PW	022221(15)				
	011.1060.596600	\$ 4.99	HazMat Reference Guide	022221(16)				

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005594 - US BANK CORPORATE	011.1049.520000	\$ 80.16	Equipment Rental	022221(17)				
	011.1049.520000	\$ 16.34	Supplies	022221(17)				
	011.1004.520000	\$ 5.49	Federal E-Filing	022221(18)				
	011.1004.596550	\$ 150.00	Membership Dues	022221(18)				
	011.1031.596500	\$ 896.85	Hotels / G. Martinez	022221(19)				
	011.1031.596700	\$ 280.00	Training / R. Godoy	022221(19)				
	011.1031.540000	\$ 284.08	Uniforms	022221(19)				
	011.1031.520000	\$ 2,028.07	Lockers	022221(19)				
	011.1031.596550	\$ 125.00	Membership Dues / CCUG	022221(19)				
	011.1031.596550	\$ 50.00	Membership Dues / E. Genera	022221(19)				
	011.1031.596500	\$ 6.00	Parking Charges	022221(19)				
	011.1031.540000	\$ 117.91	Police Badge	022221(19)				
	011.1031.540000	\$ 128.46	Police Patches	022221(19)				
	011.1031.596700	\$ 463.50	Training	022221(19)				
	011.1031.596700	\$ 525.00	Training / N. Perez	022221(19)				
	011.1026.596600	\$ 50.00	Membership Dues	022221(2)				
	011.1026.596700	\$ 149.00	Training	022221(2)				
	011.1049.520000	\$ 1,278.16	Supplies	022221(20)				
	055.8100.596600	\$ 575.00	Books & Publications	022221(21)				
	055.9000.596700	\$ 129.00	Employee Development & Training	022221(21)				
	055.8200.590000	\$ 4,057.20	Fox Thermal FT2A Mass Flow Meter	022221(21)				
	055.8100.590020	\$ 150.20	Station Maintenance	022221(21)				
	055.8100.596700	\$ 49.00	Training / Staff	022221(21)				

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005594 - US BANK CORPORATE	011.1026.596200	\$ 51.50	Arbitration Service Fee	022221(22)				
	011.1031.570000	\$ 50.00	Fuel	022221(23)				
	011.1004.520000	\$ 47.40	Supplies	022221(24)				
	011.1026.596700	\$ 625.00	LCW Annual Conference Registration	022221(25)				
	011.1046.520000	\$ -100.73	Credit	022221(26)				
	011.1046.520000	\$ 1,804.78	Supplies	022221(26)				
	011.1049.520000	\$ 1,291.84	COVID -19 Supplies	022221(27)				
	011.1049.520000	\$ 124.58	Face Shields	022221(27)				
	011.1049.520000	\$ 429.56	Hand Sanitizers	022221(27)				
	011.1048.520000	\$ 62.11	Supplies	022221(27)				
	011.1049.520000	\$ 243.95	Supplies	022221(27)				
	011.1043.520000	\$ 1,584.84	Signs	022221(28)				
	011.5031.560000	\$ 61.68	Cable Subscription	022221(29)				
	011.1031.520000	\$ 815.56	Supplies	022221(29)				
	055.9000.596550	\$ 19.00	Membership Dues	022221(3)				
	011.199999	\$ 22.72	Reimbursed Charge	022221(3)				
	055.9000.596700	\$ 129.00	CMUA Capitol Days / C. Arellano	022221(30)				
	020.1084.900000	\$ 1,713.88	SCADA / Electrical Upgrades	022221(30)				
	055.8000.596700	\$ 250.00	Training / B. Montoya	022221(30)				
	055.8000.596700	\$ 250.00	Training / D. Carrillo	022221(30)				
	055.8000.596700	\$ 645.00	Training / S. Bicakci	022221(30)				
	020.1084.900000	\$ 1,982.34	Well No. 17 Rehabilitation	022221(30)				
	011.1060.596600	\$ 137.06	Books & Publications	022221(31)				

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005594 - US BANK CORPORATE	020.1084.520000	\$ 114.11	Concrete	022221(32)				
	020.1084.900000	\$ 3,515.21	Well No. 17 Rehabilitation	022221(32)				
	055.9000.596550	\$ 81.99	Cable Subscription	022221(4)				
	055.7100.596700	\$ 1,195.00	Training	022221(4)				
	011.1031.520000	\$ 204.42	Supplies	022221(5)				
	011.1031.520000	\$ 398.00	Supplies	022221(5)				
	020.1084.520000	\$ 981.23	Fabrication of Lid	022221(6)				
	020.1084.500140	\$ 2,187.11	Fuel	022221(6)				
	011.1002.570000	\$ 119.99	Auto Start for City Vehicle	022221(7)				
	011.1041.596700	\$ 200.00	Membership Dues / J. Moore	022221(8)				
	011.1049.596700	\$ 525.30	Membership Dues / Staff	022221(8)				
	056.5600.596600	\$ 154.40	Books & Publications	022221(9)				
	056.5600.596200	\$ 24.00	Cleaned Tablecloths for Meeting	022221(9)				
	056.5600.520000	\$ 20.92	Division Keys	022221(9)				
	056.5600.590000	\$ 386.82	Employee Locker	022221(9)				
	056.5600.596700	\$ 110.27	Meals / First Responder Training	022221(9)				
						04/22/2021	11413	\$ 48,843.10

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002412 - CALIFORNIA ISO	055.9200.500150	\$ 629.88	Recalculation Charges 02/21	202106153149367				
				041				
	055.9200.500170	\$ 22,682.31	Recalculation Charges 02/21	202106153149367				
				041				
	055.9200.500180	\$ 9.14	Recalculation Charges 02/21	202106153149367				
				041				
	055.9200.500190	\$ -622.55	Recalculation Charges 02/21	202106153149367				
				041				
	055.9200.500150	\$ 152,679.86	Initial Charges 06/21	202106153149367				
				041				
	055.9200.500170	\$ 4,059.70	Initial Charges 06/21	202106153149367				
				041				
	055.9200.500190	\$ 2,332.89	Initial Charges 06/21	202106153149367				
				041				
	055.9200.500210	\$ 6,537.56	Initial Charges 06/21	202106153149367				
				041				
	055.9200.500150	\$ 2,286.82	Recalculation Charges 03/21	202106153149367				
				041				
	055.9200.500170	\$ 111.96	Recalculation Charges 03/21	202106153149367				
				041				
	055.9200.500190	\$ -374.86	Recalculation Charges 03/21	202106153149367				
				041				
	055.9200.500150	\$ 173,345.62	Initial Charges 05/21	202106153149367				
				041				
	055.9200.500170	\$ 1,374,049.34	Initial Charges 05/21	202106153149367				
				041				
	055.9200.500190	\$ 2,787.57	Initial Charges 05/21	202106153149367				
				041				

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002412 - CALIFORNIA ISO	055.9200.500210	\$ 10,621.99	Initial Charges 05/21	202106153149367041				
	055.9200.500240	\$ 8,277.83	Initial Charges 05/21	202106153149367041				
	055.9200.500180	\$ -2,047.28	Initial Charges 05/21	202106153149367041		06/22/2021	11414	\$ 1,757,367.78
000947 - DAILY JOURNAL CORPORATION	011.1003.550000	\$ 560.00	Publication Services	B3473148				
	011.1003.596300	\$ 115.00	Publication Services	B3475843		06/23/2021	11415	\$ 675.00
005871 - EVERBRIDGE, INC	011.9019.590110	\$ 14,883.75	Mass Notification Base	M62804	011.0014830	06/23/2021	11416	\$ 14,883.75
004438 - FLEMING ENVIRONMENTAL, INC	011.1049.590000	\$ 1,379.88	Replaced Fuel Pump Nozzle	17162				
	011.1049.590000	\$ 650.00	UST Compliance Services	17174				
	011.1049.590000	\$ 1,550.00	UST Compliance Services	17213				
	011.1049.590000	\$ 520.00	UST Compliance Services	17429				
	011.1049.590000	\$ 2,939.12	UST Compliance Services	17485		06/23/2021	11417	\$ 7,039.00
005350 - HAUL AWAY RUBBISH SERVICE CO,	055.8400.596200	\$ 192.00	Disposal & Recycling Services	15X07749				
	055.8400.596200	\$ 67.50	Disposal & Recycling Services	15X07751		06/23/2021	11418	\$ 259.50

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004600 - NEW HORIZONS COMPUTER LEARNING	011.9019.596700	\$	11,157.00	IT Remote Live Training for Microsoft	13119		06/23/2021	11419	\$ 11,157.00
006787 - PACIFIC ADVANCED CIVIL ENGINEER	020.1084.900000	\$	3,820.00	Design Services	4994		06/23/2021	11420	\$ 3,820.00
002517 - SO CAL PUBLIC POWER AUTHORITY	055.7200.596702	\$	23,215.05	Resolution Billing	621		06/23/2021	11421	\$ 40,223.93
	055.9000.596200	\$	4,550.10	Resolution Billing	621				
	055.9200.596200	\$	12,458.78	Resolution Billing	621				
005423 - SOLARWINDS, INC	011.9019.590110	\$	2,270.00	SolarWinds Log & Event Manager~	IN522118	011.0014834	06/23/2021	11422	\$ 2,179.20
	011.9019.590110	\$	-90.80	Customer Loyalty Discount	IN522118	011.0014834			
002227 - US DEPARTMENT OF ENERGY	055.9200.500150	\$	26,985.96	Boulder Canyon Project Charges 05/21	GG1766W0521		06/23/2021	11423	\$ 56,198.29
	055.9200.500180	\$	29,212.33	Boulder Canyon Project Charges 05/21	GG1766W0521				
001658 - WATER REPLENISHMENT DISTRICT	020.1084.500110	\$	10,755.69	Central Basin Watermaster Service~	CBWM210143		06/23/2021	11424	\$ 10,755.69

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002517 - SO CAL PUBLIC POWER AUTHORITY	055.9200.500180	\$ 225,608.00	Minimum Cost 06/21	PV0621				
	055.9200.500150	\$ 38,123.00	Variable Cost 05/21	PV0621				
	055.122100	\$ 10,000.00	PSF Cost 06/21	PV0621				
						06/23/2021	11425	\$ 273,731.00
002060 - CALPINE ENERGY SERVICES, LP	055.9200.500160	\$ 33,742.15	Natural Gas 05/21	73904				
						06/24/2021	11426	\$ 33,742.15
006298 - CIMA ENERGY, LP	055.9200.500160	\$ 34,640.00	Natural Gas 05/21	5210007371				
						06/24/2021	11427	\$ 34,640.00

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005490 - CINTAS CORPORATION	020.1084.540000	\$ 142.04	Uniforms	4083546418				
	055.8000.540000	\$ 48.05	Uniforms	4083546418				
	055.8100.540000	\$ 163.53	Uniforms	4083546418				
	056.5600.540000	\$ 77.31	Uniforms	4083546418				
	020.1084.540000	\$ 145.79	Uniforms	4084195651				
	055.8000.540000	\$ 41.60	Uniforms	4084195651				
	055.8100.540000	\$ 167.91	Uniforms	4084195651				
	056.5600.540000	\$ 76.28	Uniforms	4084195651				
	020.1084.540000	\$ 143.07	Uniforms	4084843999				
	055.8000.540000	\$ 41.60	Uniforms	4084843999				
	055.8100.540000	\$ 163.53	Uniforms	4084843999				
	056.5600.540000	\$ 76.28	Uniforms	4084843999				
	020.1084.540000	\$ 131.06	Uniforms	4085534146				
	055.8000.540000	\$ 41.60	Uniforms	4085534146				
	055.8100.540000	\$ 181.89	Uniforms	4085534146				
	056.5600.540000	\$ 66.43	Uniforms	4085534146				
						06/24/2021	11428	\$ 1,707.97
000153 - CITIGROUP ENERGY, INC	055.9200.500160	\$ 109,858.55	Natural Gas 05/21	106386391		06/24/2021	11429	\$ 109,858.55
005388 - CONOCOPHILLIPS COMPANY	055.9200.500160	\$ 22,612.50	Natural Gas 05/21	158782		06/24/2021	11430	\$ 22,612.50

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007099 - CRC MARKETING, INC	055.9200.500160	\$ 94,611.25	Natural Gas 05/21	5005521		06/24/2021	11431	\$ 94,611.25
005344 - SANDRA DOLSON	011.1003.596300	\$ 58.52	Mail Collection Mileage~	061521		06/24/2021	11432	\$ 58.52
004116 - EDF TRADING NORTH AMERICA, LLC	055.9200.500160	\$ 34,704.18	Natural Gas 05/21	1453954		06/24/2021	11433	\$ 34,704.18
006899 - G2 INTEGRATED SOLUTIONS, LLC	055.9000.595200	\$ 2,979.38	Natural Gas Compliance Services	111803		06/24/2021	11434	\$ 2,979.38
000399 - GARVEY EQUIPMENT COMPANY	011.1046.520000	\$ 115.01	Parts & Services~	137917	011.0014433	06/24/2021	11435	\$ 656.61
	011.1046.520000	\$ 541.60	Parts & Services~	138221	011.0014433			
006086 - MACQUARIE ENERGY, LLC	055.9200.500160	\$ 1,306,506.25	Natural Gas 05/21	GASI00157468		06/24/2021	11436	\$ 1,306,506.25
006318 - MIECO, LLC	055.9200.500160	\$ 162,823.00	Natural Gas 05/21	284153		06/24/2021	11437	\$ 162,823.00
005908 - PACIFIC SUMMIT ENERGY, LLC	055.9200.500160	\$ 40,625.00	Natural Gas 05/21	232162		06/24/2021	11438	\$ 40,625.00

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002517 - SO CAL PUBLIC POWER AUTHORITY	055.9200.500154	\$ 251,585.43	Natural Gas 05/21	PHL0621		06/24/2021	11439	\$ 251,585.43
001079 - SIEMENS MOBILITY, INC	011.1043.590000	\$ 1,122.32	Traffic Signal Repair & Maintenance	5620033824		06/24/2021	11440	\$ 1,122.32
001581 - THE GAS COMPANY	055.9200.550022	\$ 211,594.11	Reservation & Transmission Charges~	060821		06/24/2021	11441	\$ 211,594.11
005069 - TRITECH SOFTWARE SYSTEMS	011.9019.590110	\$ 74,680.58	Software Support	311913				
	011.9019.860000	\$ 5,181.75	IQ Analytics Software	311914		06/24/2021	11442	\$ 79,862.33
004500 - ICE US OTC COMMODITY MARKETS,	055.9200.596200	\$ 123.75	Physical Gas	521001688006				
	055.9200.596200	\$ 1,126.25	OTC Commission Adjustment	521001688088		06/24/2021	11443	\$ 1,250.00
002468 - DEPARTMENT OF WATER & POWER	055.9200.500170	\$ 21,870.00	Electric Energy Transactions	GA199348				
	055.9200.500260	\$ 575.00	Electric Energy Transactions	GA199348		06/24/2021	11444	\$ 22,445.00
006262 - MERCURIA ENERGY AMERICA, LLC	055.9200.500160	\$ 268,481.19	Natural Gas 05/21	3491015		06/24/2021	11445	\$ 268,481.19

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002412 - CALIFORNIA ISO	055.9200.500150	\$ 220,645.01	Initial Charges 06/21	202106223149458 957				
	055.9200.500170	\$ 3,394.47	Initial Charges 06/21	202106223149458 957				
	055.9200.500190	\$ 4,704.95	Initial Charges 06/21	202106223149458 957				
	055.9200.500210	\$ 14,504.34	Initial Charges 06/21	202106223149458 957				
	055.9200.500150	\$ 1,991.69	Recalculation Charges 03/21	202106223149458 957				
	055.9200.500170	\$ 220.06	Recalculation Charges 03/21	202106223149458 957				
	055.9200.500190	\$ -2,965.97	Recalculation Charges 03/21	202106223149458 957				
	055.9200.500210	\$ -2.66	Recalculation Charges 03/21	202106223149458 957				
						06/28/2021	11446	\$ 242,491.89
005929 - ACCELA, INC	011.9019.590110	\$ 12,686.35	EnvisionConnect Software for Health	INVACC54038		06/29/2021	11447	\$ 12,686.35
007026 - BEAR ELECTRICAL SOLUTIONS, INC	011.1043.590000	\$ 3,608.00	Traffic Signal Maintenance	13057		06/29/2021	11448	\$ 3,608.00
000267 - BROADBAND, LLC	057.1057.500173	\$ 4,139.00	Internet Access Services	BBUS00032267		06/29/2021	11449	\$ 4,139.00

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006518 - CARASOFT TECHNOLOGY CORPORATI	011.9019.595210	\$ 16,909.88	Network Security Services	IN969731		06/29/2021	11450	\$ 16,909.88
007030 - EMPIRE TODAY, LLC	011.1049.590000	\$ 4,089.00	Deposit	3CAAM382		06/29/2021	11451	\$ 4,089.00
006750 - GRANICUS	011.9019.520010	\$ 3,765.98	DisclosureDocs Subscription	138077		06/29/2021	11452	\$ 3,765.98
005350 - HAUL AWAY RUBBISH SERVICE CO,	011.1048.596200	\$ 67.50	Disposal & Recycling Services	15X07743		06/29/2021	11453	\$ 2,814.24
	011.1049.596200	\$ 213.00	Disposal & Recycling Services	15X07744				
	011.1049.596200	\$ 67.50	Disposal & Recycling Services	15X07748				
	011.1049.596200	\$ 2,466.24	Disposal & Recycling Services	15X07750				
002169 - KONECRANES, INC	055.8400.590000	\$ 672.50	Quarterly Inspection 06/21	154489936		06/29/2021	11454	\$ 672.50
003053 - LEVEL 3 COMMUNICATIONS, LLC	057.1057.500173	\$ 4,437.22	Internet Access Services	230186219		06/29/2021	11455	\$ 4,437.22
006422 - MARIPOSA LANDSCAPES, INC	011.1049.590000	\$ 3,582.00	Landscape Maintenance 05/21	93372		06/29/2021	11456	\$ 3,582.00

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001150 - MCMASTER-CARR SUPPLY COMPANY	011.1049.590000	\$	281.99	Hardware Supplies~	53709146	011.0014461			
	011.1049.590000	\$	322.92	Hardware Supplies~	55134125	011.0014461	06/29/2021	11457	\$ 604.91
000839 - MEASUREMENT CONTROL SYSTEMS, I	056.5600.590000	\$	4,021.06	Calibration Services	222640		06/29/2021	11458	\$ 4,021.06
006801 - NTT CLOUD COMMUNICATIONS U.S.	011.9019.560010	\$	32.34	Audio Conferencing Charges	USINV2105168934		06/29/2021	11459	\$ 32.34
000629 - OPEN ACCESS TECHNOLOGY INTL, I	055.9200.596200	\$	867.00	Electronic Tagging~	163850	055.0002815	06/29/2021	11460	\$ 867.00
002476 - SCHWEITZER ENGINEERING LABORAT	055.9100.900000	\$	694.58	Equipment~	INV000592008	055.0002814			
	055.9100.900000	\$	694.57	Equipment~	INV000592806	055.0002814			
	055.9100.900000	\$	1,256.85	Equipment~	INV000593767	055.0002814	06/29/2021	11461	\$ 2,646.00
000059 - SO CAL EDISON	055.9200.500170	\$	24,669.00	Laguna Bell 06/21	7501266094				
	055.9200.500170	\$	59,400.00	Victorville Lugo Vernon 06/21	7501266122				
	055.9200.500170	\$	140,400.00	Mead Laguna Bell 06/21	7501266123		06/29/2021	11462	\$ 224,469.00

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002079 - SO CAL JOINT POLE COMMITTEE	055.9100.596200	\$ 732.80	Operating Expense 05/21	21053		06/29/2021	11463	\$ 732.80
003601 - UNITED SITE SERVICES OF CA	055.8100.596200	\$ 280.17	Portable Restroom Service	11411905468				
	055.8100.596200	\$ 122.54	Portable Restroom Service	11411961970				
	055.8100.596200	\$ 122.54	Portable Restroom Service	11411961973				
	020.1084.520000	\$ 85.03	Portable Restroom Service	11412003333				
	055.8100.596200	\$ 280.17	Portable Restroom Service	11412012184		06/29/2021	11464	\$ 890.45
003584 - WILLIAMS DATA MANAGEMENT	011.1003.596200	\$ 1,425.11	Storage Services	551746		06/29/2021	11465	\$ 1,425.11
004527 - WITTMAN ENTERPRISES, LLC	011.1033.596200	\$ 351.09	Billing Services 04/21	2104069				
	011.1033.596200	\$ 360.36	Billing Services 05/21	2105069		06/29/2021	11466	\$ 711.45

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006865 - ALVAREZ-GLASMAN & COLVIN	011.1024.593200	\$ -3,813.73	Retainer Credit 03/21~	20210319787				
	011.1024.593200	\$ 3,877.50	Special Legal Services 03/21	20210319788				
	011.1024.593200	\$ 675.00	Litigation Services 03/21~	20210319789				
	011.1024.593200	\$ 950.00	Litigation Services 03/21~	20210319790				
	011.1024.593200	\$ 5,300.00	Litigation Services 03/21~	20210319791				
	011.1024.593200	\$ 75.00	Litigation Services 03/21~	20210319792				
	011.1024.593200	\$ 175.60	Litigation Services 03/21~	20210319793				
	011.1024.593200	\$ 75.00	Litigation Services 03/21~	20210319794				
	011.1024.593200	\$ 4,562.40	Litigation Services 03/21~	20210319795				
						07/01/2021	11467	\$ 11,876.77
006722 - AVENU MUNISERVICES, LLC	011.1004.596200	\$ 2,926.62	SUTA Services~	INV06011842				
						07/01/2021	11468	\$ 2,926.62

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005490 - CINTAS CORPORATION	011.1049.540000	\$ 234.96	Uniforms	4080233677				
	056.5600.540000	\$ 5.07	Uniforms	4080233677				
	011.1043.540000	\$ 237.02	Uniforms	4080899238				
	056.5600.540000	\$ 5.07	Uniforms	4080899238				
	011.1043.540000	\$ 231.22	Uniforms	4081555133				
	056.5600.540000	\$ 5.07	Uniforms	4081555133				
	011.1049.540000	\$ 231.22	Uniforms	4082202705				
	056.5600.540000	\$ 5.07	Uniforms	4082202705				
	011.1049.540000	\$ 224.37	Uniforms	4082923715				
	056.5600.540000	\$ 5.07	Uniforms	4082923715				
	011.1046.540000	\$ 223.34	Uniforms	4083546320				
	056.5600.540000	\$ 5.07	Uniforms	4083546320				
	011.1043.540000	\$ 228.11	Uniforms	4084195521				
	056.5600.540000	\$ 5.07	Uniforms	4084195521				
	011.1043.540000	\$ 112.70	Uniforms	4084843899				
	011.1049.540000	\$ 112.70	Uniforms	4084843899				
	056.5600.540000	\$ 5.07	Uniforms	4084843899				
	011.1046.540000	\$ 223.34	Uniforms	4085534105				
	056.5600.540000	\$ 5.07	Uniforms	4085534105				
						07/01/2021	11469 \$	2,104.61
004438 - FLEMING ENVIRONMENTAL, INC	011.1049.590000	\$ 692.45	UST Compliance Services	17246				
						07/01/2021	11470 \$	692.45

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005155 - STEVEN FROBERG	011.1048.596200	\$ 100.00	Attendance Stipend~	061021		07/01/2021	11471	\$ 100.00
005875 - FRANCISCO M GAVINA, JR	011.1048.596200	\$ 100.00	Attendance Stipend~	061021		07/01/2021	11472	\$ 100.00
000147 - GENERAL PUMP COMPANY, INC	020.1084.900000	\$ 1,052.25	Well & Booster Pump Maintenance	28626		07/01/2021	11473	\$ 93,629.75
	020.1084.900000	\$ 42,154.62	Well & Booster Pump Maintenance	28689				
	020.1084.900000	\$ 50,422.88	Well & Booster Pump Maintenance	28690				
006676 - DEBORAH HARRINGTON	011.1003.596300	\$ 61.61	Reimb. Refreshments for Election Night	062421		07/01/2021	11474	\$ 61.61
006869 - LAURENE MASCOLA	011.1060.595200	\$ 300.00	Health Officer Services	V023		07/01/2021	11475	\$ 300.00
007002 - MICHAEL BAKER INTERNATIONAL, I	020.1084.595200	\$ 8,995.00	2020 Urban Water Management Plan	1114561		07/01/2021	11476	\$ 12,845.00
	020.1084.595200	\$ 3,850.00	2020 Urban Water Management Plan	1118849				
007088 - MONDAY.COM LTD	011.9019.860000	\$ 8,390.40	Enterprise Seats Subscription	IN21010003496		07/01/2021	11477	\$ 8,390.40

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005614 - NORTHWEST ELECTRICAL SERVICES,	055.8200.596200	\$ 855.00	Technical Design Services	1800				
	020.1084.900000	\$ 285.00	Technical Design Services	1800				
	020.1084.900000	\$ 45,386.25	Technical Design Services	1800		07/01/2021	11478	\$ 46,526.25
006787 - PACIFIC ADVANCED CIVIL ENGINEE	020.1084.900000	\$ 5,029.25	Design Services	4681				
	020.1084.900000	\$ 1,330.00	Design Services	4845		07/01/2021	11479	\$ 6,359.25
002459 - PORT CANAVERAL PWR CONSULTANTS	055.9000.596200	\$ 17,250.00	Consultation & Support Services	VERNVPVHMAY2021		07/01/2021	11480	\$ 17,250.00
005658 - POWER SETTLEMENTS CONSULTING &	055.9200.596200	\$ 6,483.26	Software Services Fee 07/21	VERN68		07/01/2021	11481	\$ 6,483.26
005925 - SHI INTERNATIONAL CORP	011.9019.860000	\$ 8,475.00	VMware Carbon Black Cloud Endpoint	B13615145	011.0014865			
	011.9019.860000	\$ 1,798.01	VMware Carbon Black Cloud-PS-Get	B13615145	011.0014865			
	011.9019.860000	\$ 2,238.00	VMware Carbon Black Cloud Managed~	B13615145	011.0014865	07/01/2021	11482	\$ 12,511.01
005784 - ZONES, LLC	011.9019.860000	\$ 9,309.00	VMWare NSX Software~	K17299020101	011.0014837	07/01/2021	11483	\$ 9,309.00

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
001444 - COUNTY OF LOS ANGELES	011.1033.596200	\$ 1,259,109.08	Fire Protection Services~	C0009879				
	011.1033.596200	\$ 112,025.47	Fire Protection Services~	C0009879				
	011.1033.596200	\$ 27,517.60	Fire Protection Services~	C0009879				
						07/02/2021	11484	\$ 1,398,652.15
002190 - OFFICE DEPOT	011.1003.520000	\$ 82.29	Supplies	159599172001				
						06/01/2021	11485	\$ 82.29
001481 - VERIZON WIRELESS	055.9000.560010	\$ 537.42	Period: 06/08/20 - 07/07/20	070720_MULTIPLE(				
				2)				
	055.8000.560010	\$ 1,638.75	Period: 06/08/20 - 07/07/20	070720_MULTIPLE(				
				2)				
	055.8200.560010	\$ 2,045.44	Period: 06/08/20 - 07/07/20	070720_MULTIPLE(				
				2)				
	056.5600.560010	\$ 275.75	Period: 06/08/20 - 07/07/20	070720_MULTIPLE(				
				2)				
	055.9000.560010	\$ 825.21	Period: 07/08/20 - 08/07/20	080720_MULTIPLE(				
				2)				
	055.8000.560010	\$ 1,451.17	Period: 07/08/20 - 08/07/20	080720_MULTIPLE(				
				2)				
	055.8200.560010	\$ 2,249.21	Period: 07/08/20 - 08/07/20	080720_MULTIPLE(				
				2)				
	056.5600.560010	\$ 309.76	Period: 07/08/20 - 08/07/20	080720_MULTIPLE(				
				2)				
						06/01/2021	11486	\$ 9,332.71

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
001581 - THE GAS COMPANY	011.1033.560000	\$ 20.77	Period: 04/09/21 - 05/10/21	051221				
	011.1049.560000	\$ 34.17	Period: 04/09/21 - 05/10/21	051221(2)				
	011.1049.560000	\$ 1,686.03	Period: 04/12/21 - 05/11/21	051321				
	011.1049.560000	\$ 1,301.38	Period: 04/12/21 - 05/11/21	051321(2)				
						06/07/2021	11487	\$ 3,042.35
001581 - THE GAS COMPANY	011.1049.560000	\$ 1,525.84	Period: 03/12/21 - 04/12/21	041421(3)		06/08/2021	11488	\$ 1,525.84
000762 - LOS ANGELES COUNTY TAX COLLECT	011.1048.530015	\$ 739.54	Possessory Interest Tax~	061421				
	011.1048.530015	\$ 328.66	Possessory Interest Tax~	061421(2)				
						06/16/2021	11489	\$ 1,068.20
002190 - OFFICE DEPOT	011.1004.520000	\$ 59.96	Supplies	169328177001				
	011.1004.520000	\$ 17.63	Supplies	169328462001				
	011.1004.520000	\$ 786.33	Supplies	172226206001				
						06/16/2021	11490	\$ 863.92
000059 - SO CAL EDISON	011.1049.560000	\$ 77.31	Period: 04/15/21 - 05/13/21	051421		06/16/2021	11491	\$ 77.31
001581 - THE GAS COMPANY	056.5600.560000	\$ 24.28	Period: 04/12/21 - 05/11/21	051321(3)		06/16/2021	11492	\$ 24.28

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ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
001481 - VERIZON WIRELESS	011.9019.560010	\$ 206.47	Peirod: 02/08/21 - 03/07/21	030721_MULTIPLE				
	011.9019.560010	\$ 174.78	Peirod: 02/08/21 - 03/07/21	030721_MULTIPLE				
	011.9019.560010	\$ 73.54	Peirod: 02/08/21 - 03/07/21	030721_MULTIPLE				
	011.9019.560010	\$ 946.96	Peirod: 02/08/21 - 03/07/21	030721_MULTIPLE				
	011.9019.560010	\$ 2,302.18	Peirod: 02/08/21 - 03/07/21	030721_MULTIPLE				
	011.9019.560010	\$ 514.91	Peirod: 02/08/21 - 03/07/21	030721_MULTIPLE				
	011.9019.560010	\$ 474.59	Peirod: 02/08/21 - 03/07/21	030721_MULTIPLE				
	011.9019.560010	\$ 625.79	Peirod: 02/08/21 - 03/07/21	030721_MULTIPLE				
	011.9019.560010	\$ 980.32	Peirod: 02/08/21 - 03/07/21	030721_MULTIPLE				
	011.9019.560010	\$ 48.25	Peirod: 02/08/21 - 03/07/21	030721_MULTIPLE				
	011.9019.560010	\$ 204.39	Peirod: 03/08/21 - 04/07/21	040721_MULTIPLE				
	011.9019.560010	\$ 169.25	Peirod: 03/08/21 - 04/07/21	040721_MULTIPLE				
	011.9019.560010	\$ 73.54	Peirod: 03/08/21 - 04/07/21	040721_MULTIPLE				
	011.9019.560010	\$ 1,845.83	Peirod: 03/08/21 - 04/07/21	040721_MULTIPLE				
	011.9019.560010	\$ 5,563.05	Peirod: 03/08/21 - 04/07/21	040721_MULTIPLE				
	011.9019.560010	\$ 469.50	Peirod: 03/08/21 - 04/07/21	040721_MULTIPLE				
	011.9019.560010	\$ 724.25	Peirod: 03/08/21 - 04/07/21	040721_MULTIPLE				
	011.9019.560010	\$ 624.56	Peirod: 03/08/21 - 04/07/21	040721_MULTIPLE				
	011.9019.560010	\$ 929.30	Peirod: 03/08/21 - 04/07/21	040721_MULTIPLE				
	011.9019.560010	\$ 48.25	Peirod: 03/08/21 - 04/07/21	040721_MULTIPLE				
	011.9019.560010	\$ -282.90	Credit~	9879236502				
						06/21/2021	11493	\$ 16,716.81

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
001481 - VERIZON WIRELESS	055.8200.560010	\$ 2,454.33	Period: 12/08/21 - 01/07/21	010721_MULTIPLE(				
				2)				
	056.5600.560010	\$ 250.62	Period: 12/08/21 - 01/07/21	010721_MULTIPLE(				
				2)				
	055.9000.560010	\$ 1,192.70	Period: 12/08/21 - 01/07/21	010721_MULTIPLE(				
				2)				
	055.8000.560010	\$ 1,346.17	Period: 12/08/21 - 01/07/21	010721_MULTIPLE(				
				2)				
	055.9000.560010	\$ 1,166.41	Period: 01/08/21 - 02/07/21	020721_MULTIPLE				
	055.8000.560010	\$ 1,401.24	Period: 01/08/21 - 02/07/21	020721_MULTIPLE				
	055.8200.560010	\$ 2,461.76	Period: 01/08/21 - 02/07/21	020721_MULTIPLE				
	056.5600.560010	\$ 268.84	Period: 01/08/21 - 02/07/21	020721_MULTIPLE				
	055.9000.560010	\$ 969.10	Peirod: 02/08/21 - 03/07/21	030721_MULTIPLE(				
				2)				
	055.8000.560010	\$ 1,212.07	Peirod: 02/08/21 - 03/07/21	030721_MULTIPLE(				
				2)				
	055.8200.560010	\$ 2,407.06	Peirod: 02/08/21 - 03/07/21	030721_MULTIPLE(				
				2)				
	056.5600.560010	\$ 265.21	Peirod: 02/08/21 - 03/07/21	030721_MULTIPLE(				
				2)				
	055.9000.560010	\$ 4,430.97	Period: 03/08/21 - 04/07/21	040721_MULTIPLE(				
				2)				
	055.8000.560010	\$ 1,515.69	Period: 03/08/21 - 04/07/21	040721_MULTIPLE(				
				2)				
	055.8200.560010	\$ 2,684.69	Period: 03/08/21 - 04/07/21	040721_MULTIPLE(				
				2)				

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
001481 - VERIZON WIRELESS	056.5600.560010	\$ 262.48	Period: 03/08/21 - 04/07/21	040721_MULTIPLE(2)				
	055.9000.560010	\$ 1,015.71	Period: 09/08/21 - 10/07/21	100720_MULTIPLE(2)				
	055.8000.560010	\$ 2,349.12	Period: 09/08/21 - 10/07/21	100720_MULTIPLE(2)				
	055.8200.560010	\$ 2,348.84	Period: 09/08/21 - 10/07/21	100720_MULTIPLE(2)				
	056.5600.560010	\$ 277.61	Period: 09/08/21 - 10/07/21	100720_MULTIPLE(2)				
	055.9000.560010	\$ 2,397.92	Period: 10/08/21 - 11/07/21	110720_MULTIPLE(2)				
	055.8000.560010	\$ 1,295.74	Period: 10/08/21 - 11/07/21	110720_MULTIPLE(2)				
	055.8200.560010	\$ 2,564.54	Period: 10/08/21 - 11/07/21	110720_MULTIPLE(2)				
	056.5600.560010	\$ 297.22	Period: 10/08/21 - 11/07/21	110720_MULTIPLE(2)				
	055.9000.560010	\$ 732.99	Period: 11/08/21 - 12/07/21	120720_MULTIPLE(2)				
	055.8000.560010	\$ 1,370.20	Period: 11/08/21 - 12/07/21	120720_MULTIPLE(2)				
	055.8200.560010	\$ 2,478.19	Period: 11/08/21 - 12/07/21	120720_MULTIPLE(2)				
	056.5600.560010	\$ 260.64	Period: 11/08/21 - 12/07/21	120720_MULTIPLE(2)				
						06/21/2021	11494	\$ 41,678.06

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
000059 - SO CAL EDISON	055.8100.560010	\$ 30.59	Period: 04/29/21 - 05/27/21	052821				
	055.9200.560010	\$ 652.66	Period: 05/02/21 - 06/01/21	060121				
						06/25/2021	11495	\$ 683.25

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
000714 - CALPERS	011.1001.502020	\$ 1,407.01	Monthly Expense of UAL~	100000016443046				
	011.1002.502020	\$ 9,185.37	Monthly Expense of UAL~	100000016443046				
	011.1003.502020	\$ 5,282.91	Monthly Expense of UAL~	100000016443046				
	011.1004.502020	\$ 19,485.72	Monthly Expense of UAL~	100000016443046				
	011.1024.502020	\$ 4,672.32	Monthly Expense of UAL~	100000016443046				
	011.1026.502020	\$ 9,557.03	Monthly Expense of UAL~	100000016443046				
	011.1031.502020	\$ 16,485.87	Monthly Expense of UAL~	100000016443046				
	011.1033.502020	\$ 3,743.17	Monthly Expense of UAL~	100000016443046				
	011.1040.502020	\$ 6,636.83	Monthly Expense of UAL~	100000016443046				
	011.1041.502020	\$ 8,787.16	Monthly Expense of UAL~	100000016443046				
	011.1043.502020	\$ 27,025.15	Monthly Expense of UAL~	100000016443046				
	011.1046.502020	\$ 5,123.63	Monthly Expense of UAL~	100000016443046				
	011.1047.502020	\$ 4,884.70	Monthly Expense of UAL~	100000016443046				
	011.1048.502020	\$ 2,468.90	Monthly Expense of UAL~	100000016443046				
	011.1049.502020	\$ 5,309.46	Monthly Expense of UAL~	100000016443046				
	057.1057.502020	\$ 1,035.34	Monthly Expense of UAL~	100000016443046				
	011.1060.502020	\$ 11,415.34	Monthly Expense of UAL~	100000016443046				
	020.1084.502020	\$ 21,954.62	Monthly Expense of UAL~	100000016443046				
	056.5600.502020	\$ 9,875.60	Monthly Expense of UAL~	100000016443046				
	055.7100.502020	\$ 5,070.53	Monthly Expense of UAL~	100000016443046				
	055.7200.502020	\$ 584.04	Monthly Expense of UAL~	100000016443046				
	055.8000.502020	\$ 8,972.99	Monthly Expense of UAL~	100000016443046				
	055.8100.502020	\$ 23,096.15	Monthly Expense of UAL~	100000016443046				

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
000714 - CALPERS	055.8400.502020	\$ 929.16	Monthly Expense of UAL~	100000016443046				
	055.9000.502020	\$ 18,344.17	Monthly Expense of UAL~	100000016443046				
	011.9019.502020	\$ 9,079.18	Monthly Expense of UAL~	100000016443046				
	055.9100.502020	\$ 16,220.40	Monthly Expense of UAL~	100000016443046				
	055.9200.502020	\$ 8,840.25	Monthly Expense of UAL~	100000016443046				
	011.1031.502020	\$ 188,509.00	Monthly Expense of UAL~	100000016443060				
	011.1033.502020	\$ 770.00	Monthly Expense of UAL~	100000016443069				
	011.1031.502020	\$ 296.00	Monthly Expense of UAL~	100000016443073				
	011.1033.502020	\$ 300,854.00	Monthly Expense of UAL~	100000016443078				
	011.1024.502020	\$ 54.00	Monthly Expense of UAL~	100000016443090				
						06/29/2021	11496	\$ 755,956.00
001617 - UPS	011.1041.520000	\$ 36.00	Period: 05/21	933312201(2)				
	011.1041.520000	\$ 53.02	Period: 05/21	933312211(2)				
	011.1041.520000	\$ 33.00	Period: 05/21	933312221(2)				
	055.8000.590000	\$ 69.70	Period: 05/21	933312221(2)				
	011.1041.520000	\$ 82.09	Period: 06/21	933312231(2)				
	011.1041.520000	\$ 58.59	Period: 06/21	933312241(2)				
	011.1041.520000	\$ 48.79	Period: 06/21	933312251(2)				
						06/29/2021	11497	\$ 381.19

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000249 - FEDEX	011.1003.520000	\$ 93.58	Period: 04/21	736482472				
	011.1060.520000	\$ 86.37	Period: 04/21	736482472				
	011.1024.510000	\$ 65.47	Period: 04/21	736482472				
	011.1026.520000	\$ 94.83	Period: 05/21	738626268				
	056.5600.520000	\$ 14.87	Period: 06/21	740119192				
	056.5600.520000	\$ 61.96	Period: 06/21	740867633				
						07/01/2021	11498	\$ 417.08
TOTAL ELECTRONIC								\$ 19,272,874.93

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000038 - CROSS, JEREMY	011.1031.596500	\$ 232.08	FBI LEEDA - Command Leadership Institute	042121		06/02/2021	607449	\$ 232.08
007085 - ANDREW EGUIA	011.1026.596200	\$ 52.00	Reimb. Live Scan	051921		06/02/2021	607450	\$ 52.00
000201 - HERRERA, GUSTAVO	011.1031.596500	\$ 208.00	POST Management Course #11 - Module C	051721		06/02/2021	607451	\$ 208.00
006028 - JANINE K JENSEN, M.D.	011.1026.502031	\$ 15.18	Medical Services / V. Malkenhorst	041321		06/02/2021	607452	\$ 15.18
001266 - JAY P DILIBERTO, MD	011.1026.502031	\$ 20.00	Medical Services / V. Malkenhorst	040121		06/02/2021	607453	\$ 20.00
006883 - KEITH W. COWHEY, D.D.S., INC	011.1026.502031	\$ 91.50	Medical Services / B. Malkenhorst	042321		06/02/2021	607454	\$ 91.50
005643 - PACIFIC SHORES MEDICAL GROUP	011.1026.502031	\$ 20.00	Medical Services / B. Malkenhorst	040621		06/02/2021	607455	\$ 20.00
004365 - PACIFICA ORTHOPEDICS	011.1026.502031	\$ 20.00	Medical Services / V. Malkenhorst	011821		06/02/2021	607456	\$ 20.00
000296 - PEREZ, NICHOLAS	011.1031.596500	\$ 40.00	FBI LEEDA - Command Leadership Institute	042121		06/02/2021	607457	\$ 40.00

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
006587 - UCLA MEDICAL GROUP	011.1026.502031	\$ 20.00	Medical Services / B. Malkenhorst	041521		06/02/2021	607458	\$ 20.00
005348 - AGILITY RECOVERY SOLUTIONS	011.9019.590110	\$ 415.00	Disaster Recovery Services	146734		06/09/2021	607459	\$ 415.00
000352 - ALADDIN LOCK & KEY SERVICE	011.1049.590000	\$ 924.96	Maintenance & Parts	30797		06/09/2021	607460	\$ 924.96
001970 - AQUA-METRIC SALES COMPANY	020.1084.520000	\$ 1,100.00	1.5" - 2" OMNI R2 Register Only ~	INV0082248	011.0014768	06/09/2021	607461	\$ 3,136.65
	020.1084.520000	\$ 1,730.00	4" OMNI T2/C2 Register Only ~	INV0082248	011.0014768			
	020.1084.520000	\$ 16.56	Freight	INV0082248	011.0014768			
	020.1084.520000	\$ 290.09	Sales Tax 10.25	INV0082248				
002308 - ASBURY ENVIRONMENTAL SERVICES	055.8400.590000	\$ 229.02	Disposal Services	I50000710714		06/09/2021	607462	\$ 458.04
	055.8400.590000	\$ 229.02	Disposal Services	I50000710726				
006305 - ASTRO PLUMBING SUPPLY CO	011.1048.520000	\$ 1,375.74	Plumbing Supplies & Building Hardware~	S1353778001	011.0014459	06/09/2021	607463	\$ 1,375.74

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001948 - AT&T	011.9019.560010	\$ 23.49	Period: 03/06/21 - 04/05/21	16280218				
	011.9019.560010	\$ 2,682.87	Period: 03/10/21 - 04/09/21	16289759				
	011.9019.560010	\$ 45.57	Period: 03/10/21 - 04/09/21	16289760				
	011.9019.560010	\$ 2,085.19	Period: 03/10/21 - 04/09/21	16289762				
	011.9019.560010	\$ 1,078.70	Period: 03/10/21 - 04/09/21	16289763				
	011.9019.560010	\$ 209.68	Period: 03/10/21 - 04/09/21	16290195				
	011.9019.560010	\$ 21.84	Period: 03/15/21 - 04/14/21	16334623				
	011.9019.560010	\$ 23.62	Period: 04/06/21 - 05/05/21	16422664				
	011.9019.560010	\$ 2,689.62	Period: 04/10/21 - 05/09/21	16433019				
	011.9019.560010	\$ 45.85	Period: 04/10/21 - 05/09/21	16433020				
	055.9000.560010	\$ 252.30	Period: 04/10/21 - 05/09/21	16433021				
	011.9019.560010	\$ 2,083.66	Period: 04/10/21 - 05/09/21	16433022				
	011.9019.560010	\$ 1,185.56	Period: 04/10/21 - 05/09/21	16433023				
	056.5600.560010	\$ 680.20	Period: 04/10/21 - 05/09/21	16433024				
	056.5600.560010	\$ 23.63	Period: 04/10/21 - 05/09/21	16433123				
	011.9019.560010	\$ 211.72	Period: 04/10/21 - 05/09/21	16433455				
	011.9019.560010	\$ 22.01	Period: 04/15/21 - 05/14/21	16478199				
						06/09/2021	607464	\$ 13,365.51
001948 - AT&T	055.9200.560010	\$ 325.43	Period: 05/19/21 - 06/18/21	3128005777				
						06/09/2021	607465	\$ 325.43

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002889 - AT&T MOBILITY	011.9019.560010	\$ 46.23	Period: 03/09/21 - 04/08/21	832176480X04162 021		06/09/2021	607466	\$ 46.23
001752 - BENNETT-BOWEN & LIGHTHOUSE	011.1046.520000	\$ 1,525.00	Cenator DUO Lightbar 54" Fully	3011865	011.0014797			
	011.1046.520000	\$ 55.00	Cenator Universal Mount Feet~	3011865	011.0014797			
	011.1046.520000	\$ 289.00	Whelen Eight-Switch Controller~	3011865	011.0014797			
	011.1046.520000	\$ 177.55	Sales Tax 9.5%	3011865				
	011.1046.520000	\$ 3,050.00	Cenator Lightbar 54" Fully Populated~	3011866	011.0014714			
	011.1046.520000	\$ 110.00	Cenator Universal Mount Feet~	3011866	011.0014714			
	011.1046.520000	\$ 578.00	Whelen Eight Switch Controller~	3011866	011.0014714			
	011.1046.520000	\$ 355.14	Sales Tax 9.5%	3011866		06/09/2021	607467	\$ 6,139.69
005078 - BURKE, WILLIAMS & SORENSEN, LL	011.1024.593200	\$ 2,046.00	Re: Lopez, Reina v. City of Vernon~	268514				
	011.1024.593200	\$ 2,852.00	Re: Martines, Ismael v. City of Vernon,	268517		06/09/2021	607468	\$ 4,898.00
000778 - CALIFORNIA WATER SERVICE CO	011.1033.560000	\$ 79.52	Period: 04/21/21 - 05/18/21	051921				
	011.1043.560000	\$ 52.73	Period: 04/21/21 - 05/18/21	051921(2)		06/09/2021	607469	\$ 132.25
000256 - CALPORTLAND COMPANY	020.1084.520000	\$ 1,464.12	Concrete	95033270		06/09/2021	607470	\$ 1,464.12

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
003088 - CLINICAL LAB OF SAN BERNARDINO	020.1084.500140	\$ 743.00	Water Quality Testing & Reporting	980402		06/09/2021	607471	\$ 743.00
004613 - DANIELS TIRE SERVICE	011.1046.520000	\$ 810.00	Tires~	200412670	011.0014707			
	011.1046.590000	\$ 10.50	CA State Tire Fee	200412670	011.0014707			
	011.1046.520000	\$ 76.95	Sales Tax 9.5%	200412670		06/09/2021	607472	\$ 897.45
005229 - EHS INTERNATIONAL, INC	020.1084.596700	\$ 1,050.00	Confined Space Entry Refresher	318896		06/09/2021	607473	\$ 1,200.00
	055.9000.596700	\$ 150.00	Confined Space Entry Refresher	318896				
005328 - FJR PACIFIC, INC	011.1049.590000	\$ 5,000.00	Install Ductless Split in Pump Room	24097		06/09/2021	607474	\$ 5,000.00
007091 - GILLI CLOTHING	055.7200.596702	\$ 3,775.36	Customer Incentive Program	052721		06/09/2021	607476	\$ 3,775.36
001712 - GRAINGER, CO	011.1049.520000	\$ 138.50	Building Hardware~	9856549937	011.0014464			
	011.1049.520000	\$ 88.53	Building Hardware~	9869652769	011.0014464	06/09/2021	607477	\$ 227.03

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
003490 - H&H WHOLESALE PARTS	011.1046.520000	\$ 222.36	Wiper Blades & Brake Pads	1IN0419161	011.0014801			
	011.1046.520000	\$ 21.12	Sales Tax 9.5%	1IN0419161				
	011.1046.520000	\$ 204.60	Wiper Blades & Brake Pads	1IN0419167	011.0014801			
	011.1046.520000	\$ 19.44	Sales Tax 9.5%	1IN0419167				
						06/09/2021	607478	\$ 467.52
000280 - HARPER & ASSOCIATES ENGINEERIN	020.1084.900000	\$ 1,150.00	Engineering Services 04/21	ENG7328				
						06/09/2021	607479	\$ 1,150.00
003065 - HDL COREN & CONE	011.1004.596200	\$ 1,250.00	Contract Services Property Tax~	SIN008449				
						06/09/2021	607480	\$ 1,250.00
000346 - HDL SOFTWARE, LLC	011.9019.590110	\$ 4,008.35	Code Enforcement Software	SIN002185	011.0014839			
						06/09/2021	607481	\$ 4,008.35
004239 - HSA BANK	011.1004.502030	\$ 1,250.00	Employer Contribution 06/01/21	060321				
						06/09/2021	607482	\$ 1,250.00
000686 - IGOE & COMPANY, INC	011.1026.594200	\$ 75.00	Participation Fee	236988				
						06/09/2021	607483	\$ 75.00
000706 - INFRASTRUCTURE ENGINEERING COR	020.1084.900000	\$ 12,816.23	Professional Services 04/21	13723				
						06/09/2021	607484	\$ 12,816.23

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000829 - IRON MOUNTAIN	011.9019.560010	\$ 298.46	Offsite Backup Tape Storage	202318017				
	011.9019.560010	\$ 350.01	Offsite Backup Tape Storage	202348555				
						06/09/2021	607485	\$ 648.47
003460 - KAL PLASTICS	055.7200.596702	\$ 10,876.53	Customer Incentive Program	052421		06/09/2021	607486	\$ 10,876.53
001085 - LA COUNTY SANITATION DISTRICTS	011.1048.560000	\$ 343.64	Wastewater Services~	DB16303027900020		06/09/2021	607487	\$ 343.64
007090 - LA WASH RACK, INC	055.7200.596702	\$ 2,825.22	Customer Incentive Program	052721		06/09/2021	607488	\$ 2,825.22
000804 - LB JOHNSON HARDWARE CO #1	011.1043.520000	\$ 26.27	Small Tools, Plumbing & Building	113818	011.0014465			
	011.1048.520000	\$ 43.76	Small Tools, Plumbing & Building	113933	011.0014465			
	011.1048.520000	\$ 13.68	Small Tools, Plumbing & Building	113979	011.0014465			
	011.1049.520000	\$ 114.95	Small Tools, Plumbing & Building	114017	011.0014465			
	011.1046.520000	\$ 38.71	Small Tools, Plumbing & Building	114128	011.0014465			
	011.1049.520000	\$ 7.65	Small Tools, Plumbing & Building	114267	011.0014465			
	011.1048.520000	\$ 27.90	Small Tools, Plumbing & Building	114341	011.0014465			
	011.1049.520000	\$ 13.78	Small Tools, Plumbing & Building	114489	011.0014465			
	011.1049.520000	\$ 8.75	Small Tools, Plumbing & Building	114490	011.0014465			
						06/09/2021	607489	\$ 295.45

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007095 - LBA, INC	055.7200.596702	\$ 6,550.69	Customer Incentive Program	060721		06/09/2021	607490	\$ 6,550.69
007080 - MCA DIRECT	011.1003.596300	\$ 78.66	Election Supplies	2021047				
	011.1003.596300	\$ 82.52	Election Supplies	2021049		06/09/2021	607491	\$ 161.18
006283 - MITCHELL1	011.1046.590000	\$ 14,918.77	Fleet Maintenance Software	25554475		06/09/2021	607492	\$ 14,918.77
000561 - MR. HOSE, INC	011.1046.520000	\$ 56.23	Hose Assembly~	173643	011.0014374			
	011.1046.520000	\$ 5.62	Sales Tax 10.00	173643				
	011.1046.520000	\$ 161.75	Hose Assembly~	187654	011.0014800			
	011.1046.520000	\$ 16.58	Sales Tax 10.25	187654		06/09/2021	607493	\$ 240.18
006203 - MRC SMART TECHNOLOGY SOLUTIONS	011.9019.590110	\$ 1,988.80	Managed Print Services	IN1985400		06/09/2021	607494	\$ 1,988.80
001421 - NETMOTION SOFTWARE, INC	011.9019.590110	\$ 2,308.02	Mobility Premium Software Maintenance~	I0057783	011.0014753	06/09/2021	607495	\$ 2,308.02
007097 - EFREN PEREGRINA RENTERIA	011.1026.596200	\$ 52.00	Reimb. Live Scan	060321		06/09/2021	607496	\$ 52.00

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006416 - PRIORITY BUILDING SERVICES	055.8300.596200	\$ 641.43	Janitorial Services 04/21~	75460				
	055.8400.596200	\$ 774.18	Janitorial Services 04/21~	75460				
	056.5600.596200	\$ 884.62	Janitorial Services 04/21~	75460				
	055.8400.596200	\$ 4,560.00	Disinfecting Services 04/21~	75462				
	055.8300.596200	\$ 641.43	Janitorial Services 05/21~	75975				
	055.8400.596200	\$ 774.18	Janitorial Services 05/21~	75975				
	056.5600.596200	\$ 884.62	Janitorial Services 05/21~	75975				
	055.8400.596200	\$ 4,560.00	Disinfecting Services 05/21~	75977				
						06/09/2021	607497	\$ 13,720.46
000163 - PROFORMA EXPRESS GRAPHICS	011.1060.520000	\$ 206.25	Food Official Inspection Report~	B156001319A	011.0014610			
	011.1060.520000	\$ 21.14	Sales Tax 10.25	B156001319A				
	011.1004.520000	\$ 225.73	A/P Stock Laser Checks - Green~	B156001419A	011.0014735			
	011.1004.520000	\$ 23.14	Sales Tax 10.25	B156001419A				
						06/09/2021	607498	\$ 476.26
001931 - REGISTRAR-RECORDER/COU NTY CLK	011.1003.596300	\$ 346.65	Election Services	213059				
						06/09/2021	607499	\$ 346.65
001694 - RELIABLE ICE EQUIPMENT, INC	011.1049.590000	\$ 449.26	Ice Machine Maintenance	47167				
						06/09/2021	607500	\$ 449.26

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007027 - BRITTANY RODRIGUEZ	011.9019.596500	\$ 4.26	Mileage to Repair Store	051321		06/09/2021	607501	\$ 4.26
004669 - ROSE & SHORE, INC	055.7200.596702	\$ 1,266.72	Customer Incentive Program	052721		06/09/2021	607502	\$ 1,266.72
001685 - S&A ENGINE, INC	011.1046.520000	\$ 95.60	Carburetor & Tune Up Parts	39536	011.0014808	06/09/2021	607503	\$ 295.40
	011.1046.590000	\$ 190.00	Labor to rebuild carburetor & tune up.	39536	011.0014808			
	011.1046.520000	\$ 9.80	Sales Tax 10.25	39536				
001845 - SECURITY PAVING COMPANY, INC	020.1084.520000	\$ 17.32	Crush Base Material~	35564	011.0014446	06/09/2021	607504	\$ 96.66
	020.1084.520000	\$ 21.69	Crush Base Material~	35622	011.0014446			
	020.1084.520000	\$ 27.87	Crush Base Material~	35632	011.0014446			
	020.1084.520000	\$ 29.78	Crush Base Material~	35791	011.0014446			
000171 - SHOETERIA	055.9000.540000	\$ 98.99	Steel Toe Work Boots~	17902IN	055.0002820	06/09/2021	607505	\$ 227.97
	055.9000.540000	\$ 128.98	Steel Toe Work Boots~	18835IN	055.0002820			

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003775 - SILVA'S PRINTING NETWORK	011.1060.520000	\$ 158.00	Business Cards - Tho Do and Maria	27204	011.0014659			
	011.1060.520000	\$ 16.20	Sales Tax 10.25	27204				
	011.1004.520000	\$ 316.67	Proof of Insurance Cards (Laminated)~	27264	011.0014776			
	011.1004.520000	\$ 32.46	Sales Tax 10.25	27264				
	055.7100.520000	\$ 2,220.72	Utilities Statements - Blue ~	27280	055.0002879			
	055.7100.520000	\$ 210.97	Sales Tax 10.25	27280				
						06/09/2021	607506	\$ 2,955.02
005790 - SIMON WIND, INC	055.9000.900000	\$ 500.00	Meteorological Services	2104		06/09/2021	607507	\$ 500.00
006438 - STREAM KIM HICKS WRAGE & ALFAR	011.1024.593200	\$ 11,005.30	Re: Jerry Chavez v. City of Vernon~	18833				
	011.1024.593200	\$ 17,785.42	Re: Jerry Chavez v. City of Vernon~	19300				
						06/09/2021	607508	\$ 28,790.72
005015 - TECHNOLOGY FOR ENERGY CORP	055.8000.590000	\$ 2,684.75	Calibration Services	35591		06/09/2021	607509	\$ 2,684.75

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006985 - TERMINIX COMMERCIAL	011.1048.590000	\$ 119.50	Pest Control 02/21~	405284435				
	011.1049.590000	\$ 65.00	Pest Control 02/21~	405284700				
	011.1048.590000	\$ 65.00	Pest Control 02/21~	405284854				
	011.1048.590000	\$ 75.00	Pest Control 02/21~	405285061				
	011.1049.590000	\$ 65.00	Pest Control 02/21~	405285221				
	011.1048.590000	\$ 65.00	Pest Control 02/21~	405285352				
	011.1048.590000	\$ 280.00	Pest Control 02/21~	405285508				
	011.1049.590000	\$ 65.00	Pest Control 02/21~	405488462				
	011.1049.590000	\$ 65.00	Pest Control 02/21~	405488463				
	011.1048.590000	\$ 80.00	Pest Control 03/21~	406245061				
	011.1049.590000	\$ 65.00	Pest Control 03/21~	406245283				
	011.1048.590000	\$ 65.00	Pest Control 03/21~	406245399				
	011.1048.590000	\$ 75.00	Pest Control 03/21~	406245529				
	011.1048.590000	\$ 65.00	Pest Control 03/21~	406245633				
	011.1049.590000	\$ 65.00	Pest Control 03/21~	406245842				
	011.1049.590000	\$ 130.00	Pest Control 03/21~	406471868				
	011.1049.590000	\$ 130.00	Pest Control 03/21~	406471869				
	011.1049.590000	\$ 65.00	Pest Control 04/21~	407296365				
	011.1048.590000	\$ 80.00	Pest Control 04/21~	407296514				
	011.1048.590000	\$ 65.00	Pest Control 04/21~	407296628				
	011.1048.590000	\$ 65.00	Pest Control 04/21~	407296726				
	011.1048.590000	\$ 75.00	Pest Control 04/21~	407296850				
	011.1049.590000	\$ 65.00	Pest Control 04/21~	407297010				

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006985 - TERMINIX COMMERCIAL	011.1049.590000	\$ 130.00	Pest Control 04/21~	407463790				
	011.1049.590000	\$ 130.00	Pest Control 04/21~	407463791				
						06/09/2021	607510	\$ 2,214.50
000282 - TRI-CITY MUTUAL WATER COMPANY	011.1033.560000	\$ 225.00	Hydrant	050121				
						06/09/2021	607511	\$ 225.00
004783 - ULINE	020.1084.900000	\$ 140.00	H-8620~	131945368	011.0014771			
	020.1084.900000	\$ 399.00	H-86113~	131945368	011.0014771			
	020.1084.900000	\$ 129.00	H-6236~	131945368	011.0014771			
	020.1084.900000	\$ 112.35	Freight	131945368	011.0014771			
	020.1084.900000	\$ 68.46	Sales Tax 10.25	131945368				
	020.1084.900000	\$ 560.00	H-6234~	133066800	011.0014783			
	020.1084.900000	\$ 492.00	H-6236~	133066800	011.0014783			
	020.1084.900000	\$ 399.00	H-8613 2 shelf pallet rack starter unit	133066800	011.0014783			
	020.1084.900000	\$ 228.11	Freight	133066800	011.0014783			
	020.1084.900000	\$ 148.72	Sales Tax 10.25	133066800				
						06/09/2021	607512	\$ 2,676.64
000449 - UNDERGROUND SERVICE ALERT	020.1084.596200	\$ 148.60	New Ticket Charges	420210790				
	020.1084.596200	\$ 50.92	CA State Fee for Regulatory Costs	DSB20202370				
						06/09/2021	607513	\$ 199.52

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005296 - UNIFIRST CORPORATION	011.1040.520000	\$ 78.60	Ladies' Polo LOG101~	3052446865	011.0014772			
	011.1040.520000	\$ 78.60	Ladies' Polo LOG101 ~	3052446865	011.0014772			
	011.1040.520000	\$ 39.30	Ladies' Polo LOG101~	3052446865	011.0014772			
	011.1041.520000	\$ 39.30	Ladies' Polo LOG101~	3052446865	011.0014772			
	011.1040.520000	\$ 20.15	Sales Tax 10.25	3052446865				
	011.1041.520000	\$ 4.03	Sales Tax 10.25	3052446865				
						06/09/2021	607514	\$ 259.98
001481 - VERIZON WIRELESS	011.9019.560010	\$ 896.02	Period: 04/11/21 - 05/10/21	9879460634		06/09/2021	607515	\$ 896.02
001481 - VERIZON BUSINESS SERVICES	011.9019.560010	\$ 591.85	Period: 04/21	71839925		06/09/2021	607516	\$ 591.85
007064 - WEIDNERCA	011.1046.520000	\$ 985.25	Gateway Signage Conceptual Design	13673		06/09/2021	607517	\$ 985.25
000317 - WEST COAST ARBORISTS, INC	011.1043.590000	\$ 6,188.00	Urban Forest Management Services	170877		06/09/2021	607518	\$ 6,188.00
000743 - XEROX FINANCIAL SERVICES, LLC	011.9019.590110	\$ 2,333.24	Lease Payment~	2624861		06/09/2021	607519	\$ 2,333.24
006480 - ADT COMMERCIAL	055.8000.590000	\$ 1,777.50	Preventative Maintenance Services	140032261				
	055.8200.596200	\$ 1,777.50	Preventative Maintenance Services	140032261				
						06/17/2021	607520	\$ 3,555.00

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004026 - AIRWAVE COMMUNICATIONS ENTERPR	011.1046.520000	\$ 472.85	Misc. Relays, Fuse Block, and Hardware	12845	011.0014802			
	011.1046.590000	\$ 1,071.20	Labor to install light bar.	12845	011.0014802			
	011.1046.520000	\$ 47.29	Sales Tax 10.00	12845				
						06/17/2021	607521	\$ 1,591.34
005088 - ARELLANO, BELINDA	011.1026.596800	\$ 1,965.61	Tuition Reimbursement	052621		06/17/2021	607522	\$ 1,965.61
001948 - AT&T	011.9019.560010	\$ 1,507.58	Period: 04/20/21 - 05/19/21	052021				
	011.9019.560010	\$ 461.03	Period: 02/20/21 - 03/19/21	052021(2)				
						06/17/2021	607523	\$ 1,968.61
007101 - ANAHY BARAJAS BAUTISTA	011.1021.797000	\$ 3,700.00	VCF Scholarship Grant Award	061421		06/17/2021	607525	\$ 3,700.00
000256 - CALPORTLAND COMPANY	020.1084.520000	\$ 1,057.52	Concrete	95040726		06/17/2021	607526	\$ 1,057.52

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004163 - CENTRAL FORD	011.1046.520000	\$ 94.46	Throttle Body~	C73885	011.0014803			
	011.1046.520000	\$ 34.74	Fuel Kit	C73885	011.0014803			
	011.1046.590000	\$ 480.00	Labor	C73885	011.0014803			
	011.1046.520000	\$ 13.24	Sales Tax 10.25	C73885				
	011.1046.520000	\$ 88.44	Oxygen Sensor	C74189	011.0014810			
	011.1046.590000	\$ 320.00	Labor to reflash computer & install new	C74189	011.0014810			
	011.1046.520000	\$ 9.07	Sales Tax 10.25	C74189				
						06/17/2021	607527	\$ 1,039.95
005490 - CINTAS CORPORATION	011.1043.520000	\$ 209.00	3 Shelf First Aid Kit Full Stock -	9128384884	011.0014746			
	011.1043.520000	\$ 299.00	Fleet First Aid Kit Full Stocked -	9128384884	011.0014746			
	011.1043.520000	\$ 660.00	Truck Kit ANSI A Metal Full - Each	9128384884	011.0014746			
	011.1043.520000	\$ 119.72	Sales Tax 10.25	9128384884				
						06/17/2021	607528	\$ 1,287.72
000310 - CRAIG WELDING SUPPLY, CO	011.1043.520000	\$ 136.62	Refill Cylinders~	640279	011.0014460			
	011.1047.520000	\$ 125.24	Refill Cylinders~	640874	011.0014460			
						06/17/2021	607529	\$ 261.86

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001336 - CURRENT WHOLESALE ELECTRIC SUP	020.1084.900000	\$ 269.61	Electrical Supplies~	267469	011.0014437			
	020.1084.900000	\$ 628.70	Electrical Supplies~	267470	011.0014437			
	020.1084.900000	\$ 85.36	Electrical Supplies~	267471	011.0014437			
	020.1084.900000	\$ 1,359.13	Electrical Supplies~	267472	011.0014437			
	020.1084.900000	\$ 438.68	Electrical Supplies~	267473	011.0014437			
	020.1084.900000	\$ 67.80	Electrical Supplies~	267506	011.0014437			
						06/17/2021	607530	\$ 2,849.28
006011 - DANN FROEHLICH DESIGN	011.1026.596200	\$ 366.35	Recruitment Brochure~	053121		06/17/2021	607531	\$ 366.35
000620 - DEPT OF TOXIC SUBSTANCES CTRL	011.1060.595200	\$ 1,922.48	Former Thermador Site Cleanup	20SM5338		06/17/2021	607532	\$ 1,922.48
004230 - FORKLIFT UNIVERSITY, INC	020.1084.596200	\$ 1,721.72	Forklift Driver Training	11125				
	055.8000.596200	\$ 427.42	Forklift Driver Training	11125				
	055.8100.596200	\$ 430.43	Forklift Driver Training	11125				
	056.5600.596200	\$ 430.43	Forklift Driver Training	11125				
						06/17/2021	607533	\$ 3,010.00
005825 - FRONTIER	011.9019.560010	\$ 46.42	Period: 04/16/21 - 05/15/21	041621		06/17/2021	607534	\$ 46.42
001668 - LORENZO GAYTAN	011.1026.596800	\$ 405.00	Tuition Reimbursement	060121		06/17/2021	607535	\$ 405.00

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001712 - GRAINGER, CO	056.5600.520000	\$ 595.32	Building Hardware~	9858615496	056.0000619			
	056.5600.520000	\$ 237.31	Building Hardware~	9866185490	056.0000619			
	055.8000.520000	\$ 577.10	Materials & Tools~	9879653757	055.0002801			
	055.8100.520000	\$ 209.77	Materials & Tools~	9901805268	055.0002801			
						06/17/2021	607536	\$ 1,619.50
000280 - HARPER & ASSOCIATES ENGINEERIN	020.1084.900000	\$ 1,462.00	Coating Inspection Services	ENG7344				
						06/17/2021	607537	\$ 1,462.00
007103 - DANIELLA HERNANDEZ	011.1021.797000	\$ 2,600.00	VCF Scholarship Grant Award	061421				
						06/17/2021	607538	\$ 2,600.00
000829 - IRON MOUNTAIN	011.9019.560010	\$ 267.58	Offsite Backup Tape Storage	202252452				
						06/17/2021	607539	\$ 267.58
001792 - LA COUNTY ASSESSOR OFFICE	011.9019.590110	\$ 50.00	SBF Abstract	21ASRE198				
						06/17/2021	607540	\$ 50.00
000121 - LU'S LIGHTHOUSE, INC	011.1046.520000	\$ 315.10	Back-up Alarm	1196686	011.0014809			
	011.1046.520000	\$ 105.80	Marker Lamps	1196686	011.0014809			
	011.1046.520000	\$ 39.99	Sales Tax 9.5%	1196686				
						06/17/2021	607541	\$ 460.89
007104 - EMILY MOJICA	011.1021.797000	\$ 3,700.00	VCF Scholarship Grant Award	061421				
						06/17/2021	607542	\$ 3,700.00

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003106 - OCEAN BLUE ENVIRONMENTAL SERVI	011.1060.595200	\$ 1,142.83	Area Cleanup	34882		06/17/2021	607543	\$ 1,142.83
006475 - ONEPOINT HUMAN CAPITAL MGMT	011.9019.520010	\$ 215.00	Time Tracking System	57320		06/17/2021	607544	\$ 215.00
007106 - MELISSA PONCE	011.1021.797000	\$ 3,700.00	VCF Scholarship Grant Award	061421		06/17/2021	607545	\$ 3,700.00
004451 - QUALITY JET ROOTER, INC	011.1049.590000	\$ 730.00	Plumbing Maintenance Services	12137				
	011.1049.590000	\$ 1,195.00	Plumbing Maintenance Services	12400				
	011.1049.590000	\$ 185.00	Plumbing Maintenance Services	12402				
	011.1049.590000	\$ 189.00	Plumbing Maintenance Services	12422				
	011.1049.590000	\$ 139.00	Plumbing Maintenance Services	26469				
	011.1049.590000	\$ 325.00	Plumbing Maintenance Services	26532		06/17/2021	607546	\$ 2,763.00
005577 - SAN BERNARDINO COUNTY	011.1026.596200	\$ 2,512.13	WRIB Membership Renewal~	060921		06/17/2021	607548	\$ 2,512.13
006997 - SESPE CONSULTING, INC	011.1060.595200	\$ 4,793.75	Environmental Remediation Services 03/21	1287911		06/17/2021	607549	\$ 4,793.75

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007003 - SOUTHWEST VALVE & EQUIPMENT, I	020.1084.900000	\$ 845.00	Onyx Valve DBF flanged duckbill ~	7598	011.0014745			
	020.1084.900000	\$ 45.84	Freight	7598	011.0014745			
	020.1084.900000	\$ 86.61	Sales Tax 10.25	7598				
						06/17/2021	607550	\$ 977.45
005015 - TECHNOLOGY FOR ENERGY CORP	055.8000.590000	\$ 1,423.44	Calibration Services	35815				
						06/17/2021	607551	\$ 1,423.44
006371 - TIREHUB, LLC	011.1046.520000	\$ 259.04	Tires~	20541095	011.0014804			
	011.1046.590000	\$ 3.50	Tire Fee	20541095	011.0014804			
	011.1046.520000	\$ 24.61	Sales Tax 9.5%	20541095				
	011.1046.520000	\$ 676.00	Tires~	20618024	011.0014807			
	011.1046.590000	\$ 7.00	Tire Fee	20618024	011.0014807			
	011.1046.520000	\$ 64.22	Sales Tax 9.5%	20618024				
						06/17/2021	607552	\$ 1,034.37
007004 - UMETECH, INC	011.9019.595210	\$ 799.75	Solid Waste Data Management Website	8390				
						06/17/2021	607553	\$ 799.75
005296 - UNIFIRST CORPORATION	011.1004.520000	\$ 235.80	Men's Polo OG101~	3052455792	011.0014836			
	011.1004.520000	\$ 24.17	Sales Tax 10.25	3052455792				
						06/17/2021	607554	\$ 259.97
007102 - DIANNE AYALA	011.1021.797000	\$ 3,700.00	VCF Scholarship Grant Award	061421				
						06/17/2021	607555	\$ 3,700.00

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007105 - MIGUEL RAMIREZ COCOLETZI	011.1021.797000	\$ 2,600.00	VCF Scholarship Grant Award	061421		06/17/2021	607556	\$ 2,600.00
005348 - AGILITY RECOVERY SOLUTIONS	011.9019.590110	\$ 415.00	Disaster Recovery Services	160704		06/24/2021	607557	\$ 415.00
001948 - AT&T	055.9200.560010	\$ 255.46	Late Fees	062421				
	055.9200.560010	\$ 313.68	Period: 08/19/17 - 09/18/17	1698458836				
	055.9200.560010	\$ 310.06	Period: 10/19/21 - 11/18/21	3122179555				
	011.9019.590110	\$ 1,979.40	Period: 05/19/21 - 06/18/21	372281601				
	055.9200.560010	\$ 152.00	Period: 04/19/21 - 05/18/21	7420002608		06/24/2021	607558	\$ 3,010.60
006309 - ATLAS SAFETY SOLUTIONS	055.8000.590000	\$ 432.30	Meter Calibration	INVVOL0004723		06/24/2021	607559	\$ 432.30
004448 - BATTERY SYSTEMS, INC	011.1046.520000	\$ 210.41	Vehicle Batteries~	6677431	011.0014428			
	011.1046.520000	\$ 311.08	Vehicle Batteries~	6682435	011.0014428			
	011.1046.520000	\$ 284.65	Vehicle Batteries~	6684011	011.0014428			
	011.1046.520000	\$ 210.45	Vehicle Batteries~	6684229	011.0014428			
	011.1046.520000	\$ -210.41	Credit~	6686396	011.0014428	06/24/2021	607560	\$ 806.18

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001973 - CALIFORNIA FRAME & AXLE	011.1046.520000	\$ 51.93	Front End Repair & Alignment Services~	63747	011.0014429	06/24/2021	607561	\$ 181.93
	011.1046.590000	\$ 130.00	Labor	63747	011.0014429			
004163 - CENTRAL FORD	011.1046.520000	\$ 39.38	Auto Parts~	372367	011.0014431	06/24/2021	607562	\$ 664.37
	011.1046.520000	\$ 624.99	Auto Parts~	372762	011.0014431			
001229 - CITY OF LOS ANGELES TREASURER	011.1043.590000	\$ 1,925.70	Traffic Signal Maintenance 04/01/21 -	MA21000060		06/24/2021	607563	\$ 1,925.70
003088 - CLINICAL LAB OF SAN BERNARDINO	020.1084.500140	\$ 612.00	Water Quality Testing & Reporting	980963		06/24/2021	607564	\$ 612.00
005008 - COAST PACKING COMPANY	055.7200.596702	\$ 681.90	Customer Incentive Program	060821		06/24/2021	607565	\$ 681.90
000331 - COMMERCIAL DOOR OF LOS ANGELES	011.1049.590000	\$ 4,370.00	Furnish & Install Metal Door~	19528		06/24/2021	607566	\$ 4,370.00
000988 - COMPRESSED AIR SPECIALTIES INC	055.8400.590000	\$ 1,285.00	Plumbing Services	38268		06/24/2021	607567	\$ 1,285.00

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001336 - CURRENT WHOLESALE ELECTRIC SUP	011.1049.520000	\$ 90.39	Electrical Supplies & Hardware~	267505	011.0014462	06/24/2021	607568	\$ 90.39
006191 - DATA TICKET, INC	011.1031.594200	\$ 193.64	Parking Citation Processing Services	124830		06/24/2021	607569	\$ 193.64
004093 - EL MONTE TRANSMISSION	011.1046.520000	\$ 600.00	Transmission Rebuild Kit & Hard Parts	060721	011.0014813			
	011.1046.520000	\$ 75.00	Rear Main Seal	060721	011.0014813			
	011.1046.520000	\$ 20.00	Rear Transmission Mount	060721	011.0014813			
	011.1046.590000	\$ 1,195.00	Labor to remove rebuild and install	060721	011.0014813			
	011.1046.520000	\$ 69.50	Sales Tax 10.00	060721		06/24/2021	607570	\$ 1,959.50
001936 - EMPIRE CLEANING SUPPLY	011.1049.520000	\$ 3,270.00	GP White Multifold Towel ~	S4649428001	011.0014846			
	011.1049.520000	\$ 856.00	Lotusoft White 2 Ply Toilet Tissue	S4649428001	011.0014846			
	011.1049.520000	\$ 465.12	GP Roll Towel - Pacific Blue~	S4649428001	011.0014846			
	011.1049.520000	\$ 102.96	Bleach - Germicidal 6 Gal/CS~	S4649428001	011.0014846			
	011.1049.520000	\$ 481.17	Sales Tax 10.25	S4649428001		06/24/2021	607571	\$ 5,175.25
002947 - FARWEST CORROSION CONTROL CO.	056.5600.590000	\$ 4,570.00	Annual Cathodic Protection Survey	21335IN		06/24/2021	607572	\$ 4,570.00

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006622 - FULLER ENGINEERING, INC	020.1084.500140	\$	1,413.91	Sodium Hypochlorite	143660				
	020.1084.500140	\$	1,752.43	Sodium Hypochlorite	143775				
	020.1084.500140	\$	1,701.23	Sodium Hypochlorite	143892				
	020.1084.500140	\$	1,973.78	Sodium Hypochlorite	144016				
	020.1084.500140	\$	2,239.73	Sodium Hypochlorite	144135				
							06/24/2021	607574	\$ 9,081.08
001668 - LORENZO GAYTAN	011.1026.596800	\$	405.00	Tuition Reimbursement	061421		06/24/2021	607575	\$ 405.00
007107 - GEOTAB USA, INC	011.1046.520000	\$	407.65	GPS ProPlus Plan	IN276220		06/24/2021	607576	\$ 407.65
007117 - GLOBAL LOGISTICS, LLC	055.7200.596702	\$	6,033.83	Customer Incentive Program	060821		06/24/2021	607577	\$ 6,033.83
006446 - GODOY, RAYMOND	011.1031.596500	\$	78.00	EVOC Update	061721		06/24/2021	607578	\$ 78.00
007113 - ALAN GUTIERREZ	011.1026.596200	\$	52.00	Reimb. Live Scan	061621		06/24/2021	607579	\$ 52.00
001986 - HANSON AGGREGATES, LLC	011.1043.520000	\$	670.69	Sand	2249101		06/24/2021	607580	\$ 670.69
000201 - HERRERA, GUSTAVO	011.1026.596800	\$	985.00	Tuition Reimbursement	060321		06/24/2021	607581	\$ 985.00

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000804 - LB JOHNSON HARDWARE CO #1	055.8400.590000	\$ 10.35	Small Tools, Plumbing & Building	113763	055.0002803			
	055.8400.590000	\$ 26.41	Small Tools, Plumbing & Building	113819	055.0002803			
	055.8400.520000	\$ 148.87	Small Tools, Plumbing & Building	113852	055.0002803			
	055.8400.590000	\$ 24.06	Small Tools, Plumbing & Building	113870	055.0002803			
	055.8400.590000	\$ 69.14	Small Tools, Plumbing & Building	113877	055.0002803			
	020.1084.900000	\$ 39.39	Plumbing & Building Hardware~	113915	011.0014442			
	020.1084.900000	\$ 7.42	Plumbing & Building Hardware~	114137	011.0014442			
	020.1084.900000	\$ 15.59	Plumbing & Building Hardware~	114139	011.0014442			
	055.8400.590000	\$ 32.53	Small Tools, Plumbing & Building	114464	055.0002803			
	020.1084.520000	\$ 104.92	Plumbing & Building Hardware~	114527	011.0014442			
	055.8400.520000	\$ 156.55	Small Tools, Plumbing & Building	114533	055.0002803			
	055.8400.590000	\$ 78.37	Small Tools, Plumbing & Building	114657	055.0002803			
						06/24/2021	607582	\$ 713.60
007095 - LBA, INC	055.7200.596702	\$ 816.08	Customer Incentive Program	061421		06/24/2021	607583	\$ 816.08
007018 - LEGENDARY FIRE SYSTEMS, INC	055.8200.596200	\$ 3,800.00	Fire System Repair	1240		06/24/2021	607584	\$ 3,800.00
000642 - LEXISNEXIS MATTHEW BENDER	011.1024.596600	\$ 642.33	CA Public Sector Relations	25295365		06/24/2021	607585	\$ 642.33

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003342 - LIBERTY MANUFACTURING, INC	011.1031.590000	\$ 394.00	Range Maintenance	339		06/24/2021	607586	\$ 394.00
002361 - LITTLEJOHN REULAND CORP	020.1084.590000	\$ 1,602.76	Motor Repair Services	60411				
	020.1084.590000	\$ 342.50	Motor Repair Services	60412		06/24/2021	607587	\$ 1,945.26
003908 - LOPEZ & LOPEZ TIRE SERVICE	011.1046.520000	\$ 231.70	Tires, Accessories & Repairs~	3309	011.0014434			
	011.1046.590000	\$ 70.00	Tires, Accessories & Repairs~	3333	011.0014434			
	011.1046.520000	\$ 253.60	Tires, Accessories & Repairs~	3339	011.0014434			
	011.1046.520000	\$ 144.10	Tires, Accessories & Repairs~	3343	011.0014434	06/24/2021	607588	\$ 699.40
006695 - MADRIGAL, ALFONSO	011.1031.596500	\$ 78.00	EVOC Update	061721		06/24/2021	607589	\$ 78.00

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000084 - MATERIAL HANDLING SUPPLY, INC	011.1046.520000	\$ 739.80	21x7x15 Tires	1131096	011.0014811			
	011.1046.520000	\$ 19.99	Upper Hose~	1131096	011.0014811			
	011.1046.520000	\$ 21.90	Lower Hose~	1131096	011.0014811			
	011.1046.590000	\$ 75.00	Labor to press tires on	1131096	011.0014811			
	011.1046.520000	\$ 80.12	Sales Tax 10.25	1131096				
	011.1046.520000	\$ 782.00	Radiator~	1131103	011.0014811			
	011.1046.520000	\$ 150.00	Freight	1131103	011.0014811			
	011.1046.520000	\$ 95.53	Sales Tax 10.25	1131103				
						06/24/2021	607590	\$ 1,964.34
006228 - MILLSOFT, LLC	011.9019.595210	\$ 475.00	Computer Programming Services	345				
						06/24/2021	607591	\$ 475.00

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000309 - NAPA AUTO PARTS	011.1046.520000	\$ 206.88	Auto Parts & Accessories~	82856	011.0014435			
	011.1046.520000	\$ 164.22	Auto Parts & Accessories~	82857	011.0014435			
	011.1046.520000	\$ 75.00	Auto Parts & Accessories~	82909	011.0014435			
	011.1046.520000	\$ 17.71	Auto Parts & Accessories~	82987	011.0014435			
	011.1046.520000	\$ 9.03	Auto Parts & Accessories~	83437	011.0014435			
	011.1046.520000	\$ 78.83	Auto Parts & Accessories~	84162	011.0014435			
	011.1046.520000	\$ 182.08	Auto Parts & Accessories~	84279	011.0014435			
	011.1046.520000	\$ 266.19	Auto Parts & Accessories~	84406	011.0014435			
	011.1046.520000	\$ 10.88	Auto Parts & Accessories~	84410	011.0014435			
	011.1046.520000	\$ 90.56	Auto Parts & Accessories~	85094	011.0014435			
	011.1046.520000	\$ 76.65	Auto Parts & Accessories~	85155	011.0014435			
	011.1046.520000	\$ 59.00	Auto Parts & Accessories~	85166	011.0014435			
	011.1046.520000	\$ 25.29	Auto Parts & Accessories~	85536	011.0014435			
	011.1046.520000	\$ 386.28	Auto Parts & Accessories~	85981	011.0014435			
	011.1046.520000	\$ -16.43	Credit~	86167	011.0014435			
	011.1046.520000	\$ 141.43	Auto Parts & Accessories~	86312	011.0014435			
						06/24/2021	607592	\$ 1,773.60
006185 - NEWGEN STRATEGIES & SOLUTIONS,	056.5600.596200	\$ 3,682.50	Financial Support & Business	11345		06/24/2021	607593	\$ 3,682.50
001957 - NEWTON, TODD	011.1031.596500	\$ 78.00	EVOC Update	061721		06/24/2021	607594	\$ 78.00

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005934 - O'REILLY AUTO PARTS	011.1046.520000	\$ 41.38	Auto Parts & Accessories~	3049338969	011.0014436			
	011.1046.520000	\$ 456.98	Auto Parts & Accessories~	3049339083	011.0014436			
	011.1046.520000	\$ 13.54	Auto Parts & Accessories~	3049339087	011.0014436			
	011.1046.520000	\$ -76.65	Credit~	3049339146	011.0014436			
	011.1046.520000	\$ -35.03	Credit~	3049339149	011.0014436			
	011.1046.520000	\$ 159.83	Auto Parts & Accessories~	3049339150	011.0014436			
	011.1046.520000	\$ 222.35	Auto Parts & Accessories~	3049339249	011.0014436			
	011.1046.520000	\$ 33.45	Auto Parts & Accessories~	3049339257	011.0014436			
	011.1046.520000	\$ -11.66	Credit~	3049339258	011.0014436			
	011.1046.520000	\$ 101.41	Auto Parts & Accessories~	3049340152	011.0014436			
	011.1046.520000	\$ 47.27	Auto Parts & Accessories~	3049341309	011.0014436			
	011.1046.520000	\$ 275.88	Auto Parts & Accessories~	3049341468	011.0014436			
	011.1046.520000	\$ 601.36	Auto Parts & Accessories~	3049341470	011.0014436			
						06/24/2021	607595	\$ 1,830.11
007116 - PENCCO, INC	055.7200.596702	\$ 6,769.36	Customer Incentive Program	060821		06/24/2021	607596	\$ 6,769.36
006411 - POINT EMBLEMS	011.1031.550000	\$ 1,735.09	PD Coins	11521		06/24/2021	607597	\$ 1,735.09
006612 - QUALIFIED MOBILE, INC	011.1046.590000	\$ 967.50	Car Wash Services	283909		06/24/2021	607598	\$ 967.50

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006956 - QUANTUM QUALITY CONSULTING, IN	011.1043.596200	\$ 575.00	Traffic Engineering Services	VE21005		06/24/2021	607599	\$ 575.00
000074 - RAMOS, JOSE	011.1031.596500	\$ 80.00	POST Supervisory Course	051721		06/24/2021	607600	\$ 80.00
006628 - REDONA, BRYAN	011.1031.596500	\$ 78.00	EVOC Update	061721		06/24/2021	607601	\$ 78.00
000805 - RIO HONDO COLLEGE	011.1031.596700	\$ 228.00	Registration / J. Ramos	051721		06/24/2021	607602	\$ 228.00
001845 - SECURITY PAVING COMPANY, INC	011.1043.520000	\$ 41.28	Crush Base Material ~	3667400000	011.0014468	06/24/2021	607603	\$ 41.28
005790 - SIMON WIND, INC	055.9000.900000	\$ 367.50	Meteorological Services	2105		06/24/2021	607604	\$ 367.50
007118 - SMITHFIELD PACKAGED MEATS	055.7200.596702	\$ 2,555.28	Customer Incentive Program	060821		06/24/2021	607605	\$ 2,555.28

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
001017 - SPRINT	011.9019.560010	\$ 35.01	Period: 02/02/21 - 03/01/21	677975318232				
	011.9019.560010	\$ 34.03	Period: 03/02/21 - 04/01/21	677975318233				
	011.9019.560010	\$ 34.03	Period: 04/02/21 - 05/01/21	677975318234				
	011.9019.560010	\$ 34.03	Period: 05/02/21 - 06/01/21	677975318235				
						06/24/2021	607606	\$ 137.10
000191 - STATE STREET LAUNDRY	011.1031.520000	\$ 9.90	Laundry Services~	11986	011.0014447			
	011.1031.520000	\$ 7.20	Laundry Services~	11988	011.0014447			
	011.1031.520000	\$ 7.20	Laundry Services~	11989	011.0014447			
	011.1031.520000	\$ 14.40	Laundry Services~	11990	011.0014447			
						06/24/2021	607607	\$ 38.70
006438 - STREAM KIM HICKS WRAGE & ALFAR	011.1024.593200	\$ 1,847.77	Re: Jerry Chavez v. City of Vernon	19362				
						06/24/2021	607608	\$ 1,847.77
005419 - SUPERIOR CT OF CAL OF LA	011.1031.594200	\$ 1,141.00	Parking Citations 04/21	062421				
						06/24/2021	607609	\$ 1,141.00
007115 - TAVARES CUTTING	055.7200.596702	\$ 1,788.77	Customer Incentive Program	060821				
						06/24/2021	607610	\$ 1,788.77

**CITY OF VERNON
OPERATING ACCOUNT
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JULY 20, 2021**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
006985 - TERMINIX COMMERCIAL	011.1049.590000	\$ 65.00	Pest Control 05/21~	408235757				
	011.1048.590000	\$ 80.00	Pest Control 05/21~	408236046				
	011.1048.590000	\$ 65.00	Pest Control 05/21~	408236199				
	011.1049.590000	\$ 65.00	Pest Control 05/21~	408236404				
	011.1048.590000	\$ 65.00	Pest Control 05/21~	408236523				
	011.1048.590000	\$ 75.00	Pest Control 05/21~	408236769				
	011.1049.590000	\$ 130.00	Pest Control 05/21~	408448718				
	011.1049.590000	\$ 130.00	Pest Control 05/21~	408448719				
						06/24/2021	607611	\$ 675.00
006780 - THE HITT COMPANIES, INC	011.1004.520000	\$ 19.35	Custom Engraved Nameplate~	OE95271	011.0014835			
	011.1004.520000	\$ 13.50	2" X 8" Standard Desk Aluminum Holder	OE95271	011.0014835			
	011.1004.520000	\$ 10.50	Freight	OE95271	011.0014835			
	011.1004.520000	\$ 3.12	Sales Tax 9.5%	OE95271				
						06/24/2021	607612	\$ 46.47
000141 - THOMSON REUTERS - WEST	011.1024.596600	\$ 235.00	West Information Charges	844448619				
						06/24/2021	607613	\$ 235.00
006132 - THYSSENKRUPP ELEVATOR CORPORAT	011.1049.590000	\$ 530.00	Elevator Service & Maintenance	5001546732				
						06/24/2021	607614	\$ 530.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 70
JULY 20, 2021**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER		INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000449 - UNDERGROUND SERVICE ALERT	056.5600.596200	\$	161.80	New Ticket Charges	520210783				
	056.5600.596200	\$	50.92	CA State Fee for Regulatory Costs	DSB20202934		06/24/2021	607615	\$ 212.72
000883 - UNITED RENTALS, INC	055.8100.900000	\$	18,960.00	MQ62TKT Trash Pump	052021	055.0002878			
	055.8100.900000	\$	1,943.40	Sales Tax 10.25	052021		06/24/2021	607616	\$ 20,903.40
001481 - VERIZON WIRELESS	055.9000.560010	\$	367.70	Period: 04/24/21 - 05/23/21	9880526344		06/24/2021	607617	\$ 367.70
000317 - WEST COAST ARBORISTS, INC	011.1043.590000	\$	2,575.00	Urban Forest Management Services	173043		06/24/2021	607618	\$ 2,575.00
001723 - AFC HYDRAULIC SEALS & REPAIR	055.8000.590000	\$	4,000.00	Remove & Re-install Hydraulic Main	31120	055.0002883			
	055.8000.590000	\$	848.00	Seal Kit for 10MM Rod x 160MM Bore~	31120	055.0002883			
	055.8000.590000	\$	225.00	Chevron Hyd Oil AW 46 (5GL/PL)~	31120	055.0002883			
	055.8000.590000	\$	1,800.00	Reg. Rate M - Fri 8-5:// 1.0 ~	31120	055.0002883			
	055.8000.590000	\$	125.95	Freight	31120	055.0002883			
	055.8000.590000	\$	109.98	Sales Tax 10.25	31120		06/29/2021	607619	\$ 7,108.93
007121 - AMERICAN CONSUMER PRODUCTS	011.100002	\$	308.00	Ref C-2021-1698~	Ref000232899		06/29/2021	607620	\$ 308.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 70
JULY 20, 2021**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
005078 - BURKE, WILLIAMS & SORENSEN, LL	011.1024.593200	\$ 1,085.00	Re: Lopez, Reina v. City of Vernon~	270119				
	011.1024.593200	\$ 3,392.15	Re: Martines, Ismael v. City of Vernon,	270121				
						06/29/2021	607621	\$ 4,477.15
000446 - BURRO CANYON SHOOTING PARK	011.1031.594200	\$ 300.00	Shooting Range Fees~	2438	011.0014449			
						06/29/2021	607622	\$ 300.00
001027 - D&R OFFICE WORKS, INC	011.1049.590000	\$ 4,532.45	Office Cubicle Parts	120649IN				
	011.1049.590000	\$ 464.57	Sales Tax 10.25	120649IN				
						06/29/2021	607623	\$ 4,997.02
006717 - RONIT DAHAN-EDRY	011.1048.596200	\$ 100.00	Attendance Stipend~	060921				
						06/29/2021	607624	\$ 100.00
006423 - ALAN FRANZ	011.1060.595200	\$ 100.00	Attendance Stipend~	061621				
						06/29/2021	607625	\$ 100.00
001712 - GRAINGER, CO	011.1049.520000	\$ 199.37	Building Hardware~	9926445348	011.0014464			
	011.1049.520000	\$ 20.43	Sales Tax 10.25	9926445348				
	011.1049.520000	\$ 334.95	Building Hardware~	9927822495	011.0014464			
	011.1049.520000	\$ 34.34	Sales Tax 10.25	9927822495				
						06/29/2021	607626	\$ 589.09
006966 - STEVE HERMON	011.1048.596200	\$ 100.00	Attendance Stipend~	061021				
						06/29/2021	607627	\$ 100.00

**CITY OF VERNON
OPERATING ACCOUNT
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JULY 20, 2021**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000762 - LOS ANGELES COUNTY TAX COLLECT	011.1048.530015	\$ 464.01	Possessory Interest Tax~	060721				
	011.1048.530015	\$ 663.10	Possessory Interest Tax~	060721(2)				
	011.1048.530015	\$ 685.69	Possessory Interest Tax~	060721(3)				
	011.1048.530015	\$ 678.65	Possessory Interest Tax~	060721(4)				
	011.1048.530015	\$ 588.27	Possessory Interest Tax~	060721(5)				
	011.1048.530015	\$ 834.54	Possessory Interest Tax~	060721(6)				
	011.1048.530015	\$ 594.63	Possessory Interest Tax~	060721(7)				
	011.1048.530015	\$ 554.32	Possessory Interest Tax~	060721(8)				
						06/29/2021	607628	\$ 5,063.21
003272 - LANGUAGE LINE SERVICES, INC	011.1031.594200	\$ 9.27	Interpretation Services	10210172				
	011.1031.594200	\$ 13.97	Interpretation Services	10227678				
	011.1031.594200	\$ 25.42	Interpretation Services	10247036				
						06/29/2021	607629	\$ 48.66
000804 - LB JOHNSON HARDWARE CO #1	055.8000.590000	\$ 25.92	Small Tools, Plumbing & Building	114265	055.0002803			
	055.8000.590000	\$ 1.62	Small Tools, Plumbing & Building	114296	055.0002803			
	055.8400.590000	\$ 35.95	Small Tools, Plumbing & Building	114370	055.0002803			
	055.8400.590000	\$ 3.42	Sales Tax 10.25	114370				
	055.8400.590000	\$ 40.47	Small Tools, Plumbing & Building	114381	055.0002803			
	055.8400.520000	\$ 42.64	Small Tools, Plumbing & Building	114460	055.0002803			
						06/29/2021	607630	\$ 150.02

**CITY OF VERNON
OPERATING ACCOUNT
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JULY 20, 2021**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000304 - MCAVOY & MARKHAM ENGINEERING A	055.8000.900000	\$ 13,800.00	Centron w/ 4G Modem, FM9S~	16576				
	055.8000.900000	\$ 8,480.00	Itron Centron Poly, CP3SDR3 FM9S, CL20,	16576				
	055.8000.900000	\$ 2,283.70	Sales Tax 10.25	16576				
	055.8000.900000	\$ 13,800.00	Centron w/ 4G Modem, FM45S~	165761				
	055.8000.900000	\$ 6,360.00	Itron Centron Poly CP3SDR3 FM45S, CL20,	165761				
	055.8000.900000	\$ 2,066.40	Sales Tax 10.25	165761				
						06/29/2021	607631	\$ 46,790.10
006927 - HECTOR MORFIN	011.1060.595200	\$ 100.00	Attendance Stipend~	061621		06/29/2021	607632	\$ 100.00
006715 - JORGE L. NEVAREZ JR	011.1048.596200	\$ 100.00	Attendance Stipend~	061021		06/29/2021	607633	\$ 100.00
006586 - OCCUPATIONAL HEALTH CENTERS OF	011.1026.597000	\$ 225.00	Medical Services	71108915				
	011.1026.597000	\$ 276.00	Medical Services	71330339				
	011.1026.597000	\$ 138.00	Medical Services	71401349				
						06/29/2021	607634	\$ 639.00
006998 - MARTIN PEREZ	011.1060.595200	\$ 100.00	Attendance Stipend~	061621		06/29/2021	607635	\$ 100.00
006392 - RWG (REPAIR & OVERHAULS) USA,	055.8200.590000	\$ 62,190.00	Disassemble, Clean, Inspect for 571-KA	011961				
						06/29/2021	607636	\$ 62,190.00

**CITY OF VERNON
OPERATING ACCOUNT
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JULY 20, 2021**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
006420 - NAVDEEP SINGH SACHDEVA	011.1023.596200	\$ 100.00	Attendance Stipend~	061621		06/29/2021	607637	\$ 100.00
004950 - SKAUG TRUCK BODY WORKS	055.8000.570000	\$ 3,610.00	Truck Body Transfer~	41507	055.0002884			
	055.8000.570000	\$ 370.03	Sales Tax 10.25	41507		06/29/2021	607638	\$ 3,980.03
003400 - STATE CONTROLLER'S OFFICE	011.1004.596200	\$ 84.94	2020 Offsets Program	FTB00002879		06/29/2021	607639	\$ 84.94
000282 - TRI-CITY MUTUAL WATER COMPANY	011.1033.560000	\$ 225.00	Hydrant	060121		06/29/2021	607640	\$ 225.00
006716 - MARLENE ELSA YBARRA	011.1048.596200	\$ 100.00	Attendance Stipend~	060921		06/29/2021	607641	\$ 100.00
TOTAL EARLY CHECKS								\$ 481,588.22

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 70
JULY 20, 2021**

RECAP BY FUND

FUND	ELECTRONIC TOTAL	EARLY CHECK TOTAL	WARRANT TOTAL	GRAND TOTALS
011 - GENERAL	\$ 3,863,156.90	\$ 207,683.66	\$ 0.00	\$ 4,070,840.56
020 - WATER	639,975.50	43,206.45	0.00	683,181.95
055 - LIGHT & POWER	13,941,074.59	218,496.76	0.00	14,159,571.35
056 - NATURAL GAS	807,621.34	12,201.35	0.00	819,822.69
057 - FIBER OPTIC	21,046.60	0.00	0.00	21,046.60
GRAND TOTAL	\$ 19,272,874.93	\$ 481,588.22	\$ 0.00	\$ 19,754,463.15

TOTAL CHECKS TO BE PRINTED 0

CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 70
JULY 20, 2021

VOID LIST

CHECK NUMBER	VENDOR NAME		AMOUNT
607524	DIANNE AYALA	\$	3,700.00
607547	MIGUEL RAMIREZ COCOLETZI		2,600.00

City Council Agenda Item Report

Agenda Item No. COV-695-2021

Submitted by: Diana Figueroa

Submitting Department: Fire Department

Meeting Date: July 20, 2021

SUBJECT

Fire Department Activity Report

Recommendation:

Receive and file the May 2021 Report.

Background:

Attached is a copy of a Fire Department Activity Report which covers the period of May 1 through May 31, 2021. The report is provided by Los Angeles County Fire and consists of incident details and a summary for the month.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [Fire Department Activity Report - May 2021](#)

Los Angeles County Fire Department

May 2021 Vernon Report City Details

Alarm Date Time	Basic Incident Number (FD1)	Cad Initial Incident Type Description	Incident Type	Address	Basic Incident Full Street Address	Basic First Arrived At Scene Apparatus ID	Basic Property Losses (FD1.35)	Basic Content Losses (FD1.36)
05/01/21	LAC21131683	HYD	522 - Water or steam leak	4511 EVERETT VERNON CA 90058	4511 EVERETT Avenue	E13		
05/01/21	LAC21131925	ALRWF	740 - Unintentional transmission of alarm, other	2831 South SANTA FE VERNON CA 90058	2831 South SANTA FE Avenue	E52		
05/01/21	LAC21132165	VEH	130 - Mobile property (vehicle) fire, other	South SOTO VERNON CA 90023	South SOTO Street	E52	8,000	
05/01/21	LAC21132225	VEHL	132 - Road freight or transport vehicle fire	2137 East 55TH VERNON CA 90058	2137 East 55TH Street	E13	20,000	
05/01/21	LAC21132227	ALRWF	740 - Unintentional transmission of alarm, other	2025 East 55TH VERNON CA 90058	2025 East 55TH Street	E13		
05/02/21	LAC21132654	EMS	600 - Good intent call, other	BANDINI VERNON CA 90023	BANDINI Boulevard	S13		
05/02/21	LAC21132721	EMS	321 - EMS call, excluding vehicle accident with injury	3278 East SLAUSON VERNON CA 90058	3278 East SLAUSON Avenue	S13		
05/02/21	LAC21132854	ALRWF	740 - Unintentional transmission of alarm, other	4955 MAYWOOD VERNON CA 90058	4955 MAYWOOD Avenue	E13		
05/02/21	LAC21132929	ALRWF	740 - Unintentional transmission of alarm, other	2137 East 55TH VERNON CA 90058	2137 East 55TH Street	E52		
05/02/21	LAC21133133	TCB	321 - EMS call,	South ALAMEDA	South ALAMEDA	E52		

Alarm Date Time	Basic Incident Number (FD1)	Cad Initial Cad Incident Type Description	Incident Type	Address	Basic Incident Full Street Address	Basic First Arrived At Scene Apparatus ID	Basic Property Losses (FD1.35)	Basic Content Losses (FD1.36)
			excluding vehicle accident with injury	VERNON CA 90058	Street			
05/02/21	LAC21133137	ALRMAN	611 - Dispatched and cancelled en route	2250 East 38TH VERNON CA 90058	2250 East 38TH Street	E164		
05/02/21	LAC21133381	DIAA	321 - EMS call, excluding vehicle accident with injury	3049 East VERNON VERNON CA 90058	3049 East VERNON Avenue	S164		
05/02/21	LAC21133690	MISC1	900 - Special type of incident, other	3146 East SLAUSON VERNON CA 90058	3146 East SLAUSON Avenue	E13		
05/03/21	LAC21133977	ALRMAN	611 - Dispatched and cancelled en route	2250 East 38TH VERNON CA 90058	2250 East 38TH Street	E52		
05/03/21	LAC21134118	SICKB	321 - EMS call, excluding vehicle accident with injury	East 26TH VERNON CA 90058	East 26TH Street	E52		
05/03/21	LAC21134250	ALRWF	735 - Alarm system sounded due to malfunction	2025 East 55TH VERNON CA 90058	2025 East 55TH Street	E52		
05/03/21	LAC21134461	TCB	321 - EMS call, excluding vehicle accident with injury	2300 East VERNON VERNON CA 90058	2300 East VERNON Avenue	E164		
05/03/21	LAC21134660	VEH	131 - Passenger vehicle fire	3730 East WASHINGTON VERNON CA 90023	3730 East WASHINGTON Boulevard	E27	8,000	1,000
05/03/21	LAC21134897	INVI	700 - False alarm or false call, other	4305 South SANTA FE VERNON CA 90058	4305 South SANTA FE Avenue	E52		
05/04/21	LAC21135061	DB	300 - Rescue, EMS	4305 South SANTA	4305 South SANTA	E52		

Alarm Date Time	Basic Incident Number (FD1)	Cad Initial Cad Incident Type Description	Incident Type	Address	Basic Incident Full Street Address	Basic First Arrived At Scene Apparatus ID	Basic Property Losses (FD1.35)	Basic Content Losses (FD1.36)
			incident, other	FE VERNON CA 90058	FE Avenue			
05/04/21	LAC21135064	TCA	321 - EMS call, excluding vehicle accident with injury	1 South SANTA FE VERNON CA 90058	1 South SANTA FE Avenue	E164		
05/04/21	LAC21135348	911	700 - False alarm or false call, other	East VERNON VERNON CA 90058	East VERNON Avenue	S13		
05/04/21	LAC21135680	TCB	300 - Rescue, EMS incident, other	Bandini South SOTO VERNON CA 90058	Bandini South SOTO Street	E52		
05/04/21	LAC21135736	TCSTR	611 - Dispatched and cancelled en route	2627 South SOTO VERNON CA 90023	2627 South SOTO Street	E52		
05/04/21	LAC21135844	INJA	300 - Rescue, EMS incident, other	2300 East 55TH VERNON CA 90058	2300 East 55TH Street	E52		
05/04/21	LAC21135855	TCA	460 - Accident, potential accident, other	FRUITLAND VERNON CA 90058	FRUITLAND Avenue	E13		
05/05/21	LAC21136171	INJA	321 - EMS call, excluding vehicle accident with injury	4047 South SOTO VERNON CA 90058	4047 South SOTO Street	E52		
05/05/21	LAC21136242	ASSLTB	600 - Good intent call, other	3280 East 44TH VERNON CA 90058	3280 East 44TH Street	E13		
05/05/21	LAC21136345	UNC	321 - EMS call, excluding vehicle accident with injury	26th & Soto East 26TH VERNON CA 90023	26th & Soto East 26TH Street	E52		
05/06/21	LAC21137454	UNC	322 - Motor vehicle accident with injuries	5401 South SOTO VERNON CA 90255	5401 South SOTO Street	E52		
05/06/21	LAC21137537	INJB	300 - Rescue, EMS incident, other	2727 East VERNON VERNON CA 90058	2727 East VERNON Avenue	E52		

Alarm Date Time	Basic Incident Number (FD1)	Cad Initial Cad Incident Type Description	Incident Type	Address	Basic Incident Full Street Address	Basic First Arrived At Scene Apparatus ID	Basic Property Losses (FD1.35)	Basic Content Losses (FD1.36)
05/06/21	LAC21138067	TCHM	321 - EMS call, excluding vehicle accident with injury	3435 East VERNON VERNON CA 90058	3435 East VERNON Avenue	S13		
05/06/21	LAC21138178	GASO		East 52ND VERNON CA 90270	East 52ND Drive	E163		
05/07/21	LAC21138827	ALRWFR	744 - Detector activation, no fire - unintentional	2900 AYERS VERNON CA 90023	2900 AYERS Avenue	E27		
05/07/21	LAC21138846	PA	511 - Lock-out	3851 South SOTO VERNON CA 90058	3851 South SOTO Street	E52		
05/07/21	LAC21138851	ALRWF	744 - Detector activation, no fire - unintentional	2900 AYERS VERNON CA 90023	2900 AYERS Avenue			
05/07/21	LAC21138893	UNC	320 - Emergency medical service, other	1 FRUITLAND VERNON CA 90058	1 FRUITLAND Avenue	E52		
05/07/21	LAC21139279	RUB	500 - Service call, other	BICKETT VERNON CA 90058	BICKETT Street	E13		
05/07/21	LAC21139309	INVO	154 - Dumpster or other outside trash receptacle fire	BANDINI VERNON CA 90040	BANDINI Boulevard	E27	500	
05/08/21	LAC21139809	WIRES	444 - Power line down	4927 South PACIFIC VERNON CA 90058	4927 South PACIFIC Boulevard	E52		
05/08/21	LAC21140077	ALRWF	611 - Dispatched and cancelled en route	3049 East VERNON VERNON CA 90058	3049 East VERNON Avenue			
05/09/21	LAC21140737	POLE	300 - Rescue, EMS incident, other	South ALAMEDA VERNON CA 90058	South ALAMEDA Street	E52		
05/09/21	LAC21141225	TCT	321 - EMS call, excluding vehicle accident with injury	1 East 55TH VERNON CA 90058	1 East 55TH Street	BC13		

Alarm Date Time	Basic Incident Number (FD1)	Cad Initial Cad Incident Type Description	Incident Type	Address	Basic Incident Full Street Address	Basic First Arrived At Scene Apparatus ID	Basic Property Losses (FD1.35)	Basic Content Losses (FD1.36)
05/09/21	LAC21141435	MISC1	151 - Outside rubbish, trash or waste fire	South SOTO VERNON CA 90023	South SOTO Street	E52	0	0
05/10/21	LAC21141939	ALRA	611 - Dispatched and cancelled en route	4646 HAMPTON VERNON CA 90058	4646 HAMPTON Street			
05/10/21	LAC21141999	ALRAR	611 - Dispatched and cancelled en route	1925 East VERNON VERNON CA 90058	1925 East VERNON Avenue			
05/10/21	LAC21142238	TCB	321 - EMS call, excluding vehicle accident with injury	1 LOMA VISTA VERNON CA 90058	1 LOMA VISTA Avenue	E13		
05/10/21	LAC21142375	TCA	321 - EMS call, excluding vehicle accident with injury	South DOWNEY VERNON CA 90058	South DOWNEY Road	E13		
05/10/21	LAC21142399	DB	300 - Rescue, EMS incident, other	2204 East 57TH VERNON CA 90058	2204 East 57TH Street	S164		
05/10/21	LAC21142518	GRS	600 - Good intent call, other	South ATLANTIC VERNON CA 90040	South ATLANTIC Boulevard	E27	0	0
05/10/21	LAC21142594	MISC1	154 - Dumpster or other outside trash receptacle fire	South ALAMEDA VERNON CA 90058	South ALAMEDA Street	E52	500	
05/11/21	LAC21142851	TCB	321 - EMS call, excluding vehicle accident with injury	South ATLANTIC VERNON CA 90040	South ATLANTIC Boulevard			
05/11/21	LAC21142874	TCA	321 - EMS call, excluding vehicle accident with injury	South ATLANTIC VERNON CA 90058	South ATLANTIC Boulevard	E163		
05/11/21	LAC21143146	TCP	321 - EMS call,	Santa fe South	Santa fe South	E52		

Alarm Date Time	Basic Incident Number (FD1)	Cad Initial Cad Incident Type Description	Incident Type	Address	Basic Incident Full Street Address	Basic First Arrived At Scene Apparatus ID	Basic Property Losses (FD1.35)	Basic Content Losses (FD1.36)
			excluding vehicle accident with injury	SANTA FE VERNON CA 90058	SANTA FE Avenue			
05/11/21	LAC21143160	UNC	321 - EMS call, excluding vehicle accident with injury	East 37TH VERNON CA 90058	East 37TH Street	E52		
05/12/21	LAC21144171	SICKA	321 - EMS call, excluding vehicle accident with injury	South SANTA FE VERNON CA 90058	South SANTA FE Avenue	E52		
05/12/21	LAC21144310	ALRA	700 - False alarm or false call, other	2100 East 38TH VERNON CA 90058	2100 East 38TH Street	E52		
05/12/21	LAC21144417	ALRA	611 - Dispatched and cancelled en route	1925 East VERNON VERNON CA 90058	1925 East VERNON Avenue			
05/13/21	LAC21145197	STRC	100 - Fire, other	3341 East 50TH VERNON CA 90058	3341 East 50TH Street	E57		
05/13/21	LAC21145419	DB	300 - Rescue, EMS incident, other	2045 East VERNON VERNON CA 90058	2045 East VERNON Avenue	E52		
05/13/21	LAC21145505	UNC	321 - EMS call, excluding vehicle accident with injury	4525 DISTRICT VERNON CA 90058	4525 DISTRICT Boulevard	S13		
05/13/21	LAC21145517	ALRWFR	735 - Alarm system sounded due to malfunction	3435 East VERNON VERNON CA 90058	3435 East VERNON Avenue	E52		
05/13/21	LAC21145583	CP	321 - EMS call, excluding vehicle accident with injury	4240 BANDINI VERNON CA 90023	4240 BANDINI Boulevard	S13		
05/14/21	LAC21146292	ALRA	600 - Good intent call, other	1937 East VERNON VERNON CA 90058	1937 East VERNON Avenue	E52		

Alarm Date Time	Basic Incident Number (FD1)	Cad Initial Cad Incident Type Description	Incident Type	Address	Basic Incident Full Street Address	Basic First Arrived At Scene Apparatus ID	Basic Property Losses (FD1.35)	Basic Content Losses (FD1.36)
05/14/21	LAC21146451	TCA	321 - EMS call, excluding vehicle accident with injury	2321 East 38TH VERNON CA 90058	2321 East 38TH Street	E52		
05/14/21	LAC21146783	TCA	321 - EMS call, excluding vehicle accident with injury	3770 East WASHINGTON VERNON CA 90023	3770 East WASHINGTON Boulevard			
05/15/21	LAC21147195	RUB	151 - Outside rubbish, trash or waste fire	South SOTO VERNON CA 90058	South SOTO Street	E52		
05/15/21	LAC21147616	TCB	321 - EMS call, excluding vehicle accident with injury	1 South ATLANTIC VERNON CA 90058	1 South ATLANTIC Boulevard	E163		
05/16/21	LAC21149061	INJA	321 - EMS call, excluding vehicle accident with injury	District South ATLANTIC VERNON CA 90058	District South ATLANTIC Boulevard	S13		
05/16/21	LAC21149085	TCB	600 - Good intent call, other	EVERETT VERNON CA 90270	EVERETT Court	E13		
05/16/21	LAC21149189	STRC	611 - Dispatched and cancelled en route	4519 EVERETT VERNON CA 90058	4519 EVERETT Avenue	E164		
05/17/21	LAC21149472	BEHAVA	321 - EMS call, excluding vehicle accident with injury	3031 East VERNON VERNON CA 90058	3031 East VERNON Avenue	E52		
05/17/21	LAC21150198	EMS	321 - EMS call, excluding vehicle accident with injury	Bandini and Atlantic BANDINI VERNON CA 90040	Bandini and Atlantic BANDINI Boulevard	S13		
05/18/21	LAC21150351	ALRA	735 - Alarm	2890 South SIERRA	2890 South SIERRA	E52		

Alarm Date Time	Basic Incident Number (FD1)	Cad Initial Cad Incident Type Description	Incident Type	Address	Basic Incident Full Street Address	Basic First Arrived At Scene Apparatus ID	Basic Property Losses (FD1.35)	Basic Content Losses (FD1.36)
			system sounded due to malfunction	PINE VERNON CA 90023	PINE Avenue			
05/18/21	LAC21150398	TCB	321 - EMS call, excluding vehicle accident with injury	South ALAMEDA VERNON CA 90058	South ALAMEDA Street	E52		
05/18/21	LAC21150518	ALRA	600 - Good intent call, other	4401 South DOWNEY VERNON CA 90058	4401 South DOWNEY Road	E13		
05/18/21	LAC21150556	TCA	300 - Rescue, EMS incident, other	5124 South PACIFIC VERNON CA 90058	5124 South PACIFIC Boulevard	E52		
05/18/21	LAC21150658	UNC	321 - EMS call, excluding vehicle accident with injury	2360 East 48TH VERNON CA 90058	2360 East 48TH Street	S164		
05/18/21	LAC21151259	HM	600 - Good intent call, other	3501 East VERNON VERNON CA 90058	3501 East VERNON Avenue	T13		
05/19/21	LAC21151676	OD	321 - EMS call, excluding vehicle accident with injury	4988 CORONA VERNON CA 90058	4988 CORONA Avenue	S13		
05/20/21	LAC21152596	ALRWF	611 - Dispatched and cancelled en route	3049 East VERNON VERNON CA 90058	3049 East VERNON Avenue			
05/20/21	LAC21152715	TCA	321 - EMS call, excluding vehicle accident with injury	2858 East 26TH VERNON CA 90023	2858 East 26TH Street	E52		
05/20/21	LAC21152913	UNC	321 - EMS call, excluding vehicle accident with injury	3049 East VERNON VERNON CA 90058	3049 East VERNON Avenue	E52		
05/20/21	LAC21153235	INJA	321 - EMS call, excluding vehicle	4625 DISTRICT VERNON CA 90058	4625 DISTRICT Boulevard	S13		

Alarm Date Time	Basic Incident Number (FD1)	Cad Initial Cad Incident Type Description	Incident Type	Address	Basic Incident Full Street Address	Basic First Arrived At Scene Apparatus ID	Basic Property Losses (FD1.35)	Basic Content Losses (FD1.36)
05/21/21	LAC21153520	INJA	accident with injury 321 - EMS call, excluding vehicle accident with injury	4800 South SANTA FE VERNON CA 90058	4800 South SANTA FE Avenue	E52		
05/21/21	LAC21153626	MISC1	151 - Outside rubbish, trash or waste fire	South ALAMEDA VERNON CA 90255	South ALAMEDA Street	E52		
05/21/21	LAC21153654	TCB	322 - Motor vehicle accident with injuries	Santa fe1 FRUITLAND VERNON CA 90058	Santa fe1 FRUITLAND Avenue	E52		
05/21/21	LAC21154359	TCB	321 - EMS call, excluding vehicle accident with injury	0 South ATLANTIC VERNON CA 90040	0 South ATLANTIC Boulevard	E13		
05/21/21	LAC21154371	UNC	321 - EMS call, excluding vehicle accident with injury	4401 South DOWNEY VERNON CA 90058	4401 South DOWNEY Road	T13		
05/21/21	LAC21154492	GRS	140 - Natural vegetation fire, other	BANDINI VERNON CA 90023	BANDINI Boulevard	E52		
05/21/21	LAC21154520	INJB	321 - EMS call, excluding vehicle accident with injury	2627 South SOTO VERNON CA 90023	2627 South SOTO Street	E164		
05/22/21	LAC21154798	ALRWF	611 - Dispatched and cancelled en route	3840 26TH VERNON CA 90023	3840 26TH Street			
05/22/21	LAC21155506	STRA	651 - Smoke scare, odor of smoke	East 52ND DR VERNON CA 90270	East 52ND DR	E13		

Alarm Date Time	Basic Incident Number (FD1)	Cad Initial Cad Incident Type Description	Incident Type	Address	Basic Incident Full Street Address	Basic First Arrived At Scene Apparatus ID	Basic Property Losses (FD1.35)	Basic Content Losses (FD1.36)
05/23/21	LAC21155688	INJB	300 - Rescue, EMS incident, other	Pacific South SANTA FE VERNON CA 90058	Pacific South SANTA FE Avenue	E52		
05/23/21	LAC21156780	ALRA	733 - Smoke detector activation due to malfunction	2325 East 38TH VERNON CA 90058	2325 East 38TH Street	E52		
05/24/21	LAC21157309	ALRA	611 - Dispatched and cancelled en route	4600 South ALAMEDA VERNON CA 90058	4600 South ALAMEDA Street			
05/24/21	LAC21157341	INJA	321 - EMS call, excluding vehicle accident with injury	2045 East VERNON VERNON CA 90058	2045 East VERNON Avenue	E52		
05/24/21	LAC21157881	ALRWF	611 - Dispatched and cancelled en route	5801 South 2ND VERNON CA 90058	5801 South 2ND Street			
05/25/21	LAC21157975	ALRA	611 - Dispatched and cancelled en route	2325 East 38TH VERNON CA 90058	2325 East 38TH Street			
05/25/21	LAC21157991	UNC	321 - EMS call, excluding vehicle accident with injury	South ATLANTIC VERNON CA 90058	South ATLANTIC Boulevard	S163		
05/25/21	LAC21158090	TCB	321 - EMS call, excluding vehicle accident with injury	Bandini BANDINI VERNON CA 90040	Bandini BANDINI Boulevard	E27		
05/25/21	LAC21158118	ALRA	611 - Dispatched and cancelled en route	3420 East VERNON VERNON CA 90058	3420 East VERNON Avenue			
05/25/21	LAC21158199	EMS	321 - EMS call, excluding vehicle accident with	1 East 57TH VERNON CA 90058	1 East 57TH Street	S164		

Alarm Date Time	Basic Incident Number (FD1)	Cad Initial Cad Incident Type Description	Incident Type	Address	Basic Incident Full Street Address	Basic First Arrived At Scene Apparatus ID	Basic Property Losses (FD1.35)	Basic Content Losses (FD1.36)
05/25/21	LAC21158307	UNC	injury 611 - Dispatched and cancelled en route	2850 South SANTA FE VERNON CA 90058	2850 South SANTA FE Avenue			
05/25/21	LAC21158574	ALRWF	745 - Alarm system activation, no fire - unintentional	6131 MALBURG VERNON CA 90058	6131 MALBURG Way	E13		
05/25/21	LAC21158755	CP	321 - EMS call, excluding vehicle accident with injury	Slauson and ale mead East SLAUSON VERNON CA 90255	Slauson and ale mead East SLAUSON Avenue	E52		
05/26/21	LAC21159147	ABDB	321 - EMS call, excluding vehicle accident with injury	4305 South SANTA FE VERNON CA 90058	4305 South SANTA FE Avenue	E52		
05/26/21	LAC21159353	TCA	322 - Motor vehicle accident with injuries	2610 East 37TH VERNON CA 90058	2610 East 37TH Street	E52		
05/26/21	LAC21159463	ABDA	321 - EMS call, excluding vehicle accident with injury	3851 South SOTO VERNON CA 90058	3851 South SOTO Street	E52		
05/26/21	LAC21159802	ALRA	151 - Outside rubbish, trash or waste fire	2777 East LEONIS VERNON CA 90058	2777 East LEONIS Boulevard	E52	400	300
05/26/21	LAC21159941	BEHAVB	321 - EMS call, excluding vehicle accident with injury	2828 South ALAMEDA VERNON CA 90058	2828 South ALAMEDA Street	E52		
05/26/21	LAC21160024	DB	321 - EMS call, excluding vehicle accident with	2444 South ALAMEDA VERNON CA 90058	2444 South ALAMEDA Street	E52		

Alarm Date Time	Basic Incident Number (FD1)	Cad Initial Cad Incident Type Description	Incident Type	Address	Basic Incident Full Street Address	Basic First Arrived At Scene Apparatus ID	Basic Property Losses (FD1.35)	Basic Content Losses (FD1.36)
05/26/21	LAC21160120	SICKA	injury 321 - EMS call, excluding vehicle accident with injury	4305 South SANTA FE VERNON CA 90058	4305 South SANTA FE Avenue	E52		
05/26/21	LAC21160222	SZR	321 - EMS call, excluding vehicle accident with injury	East 37TH VERNON CA 90058	East 37TH Street	E52		
05/27/21	LAC21160807	TCB	321 - EMS call, excluding vehicle accident with injury	5801 South ALCOA VERNON CA 90058	5801 South ALCOA Avenue	E13		
05/28/21	LAC21161525	RUB	150 - Outside rubbish fire, other	South ALAMEDA VERNON CA 90058	South ALAMEDA Street	E52	0	0
05/28/21	LAC21161805	UNC	300 - Rescue, EMS incident, other	4361 South SOTO VERNON CA 90058	4361 South SOTO Street	E52		
05/28/21	LAC21161955	MISC1	154 - Dumpster or other outside trash receptacle fire	South ALAMEDA VERNON CA 90255	South ALAMEDA Street	E52	500	
05/28/21	LAC21162111	SICKA	321 - EMS call, excluding vehicle accident with injury	4490 AYERS VERNON CA 90023	4490 AYERS Avenue	S13		
05/28/21	LAC21162422	GRS	611 - Dispatched and cancelled en route	East 55TH VERNON CA 90058	East 55TH Street	E52		
05/29/21	LAC21162633	TCA	321 - EMS call, excluding vehicle accident with injury	South ALAMEDA VERNON CA 90058	South ALAMEDA Street	S164		
05/29/21	LAC21163083	UNC	321 - EMS call, excluding vehicle	4250 South ALAMEDA	4250 South ALAMEDA Street	E52		

Alarm Date Time	Basic Incident Number (FD1)	Cad Initial Cad Incident Type Description	Incident Type	Address	Basic Incident Full Street Address	Basic First Arrived At Scene Apparatus ID	Basic Property Losses (FD1.35)	Basic Content Losses (FD1.36)
05/29/21	LAC21163450	ALRWF	accident with injury 522 - Water or steam leak	VERNON CA 90058 3300 East VERNON VERNON CA 90058	3300 East VERNON Avenue	E52		
05/29/21	LAC21163479	MISC1	154 - Dumpster or other outside trash receptacle fire	BANDINI VERNON CA 90201	BANDINI Boulevard	E27	500	
05/30/21	LAC21164172	ALRA	700 - False alarm or false call, other	2619 East 37TH VERNON CA 90058	2619 East 37TH Street	E52		
Count: 125								

Los Angeles County Fire Department

City of Vernon

May 2021 Incident Type and Totals

Cad Initial Description	Cad Incident Type	Basic Incident Type Code And Description (FD1.21)	Number of incidents	Property Loss	Content Loss	Acres Burned
Cad Initial Description	Cad Incident Type	Basic Incident Type Code And Description (FD1.21)	Number of incidents	Property Loss	Content Loss	Acres Burned
Basic Incident Type Category (FD1.21): (None)						
GASO			1			
			Total: 1	Total: \$0	Total: 0	Total: 0
Basic Incident Type Category (FD1.21): 1 - Fire						
ALRA		151 - Outside rubbish, trash or waste fire	1	\$400	300	
GRS		140 - Natural vegetation fire, other	1			
INVO		154 - Dumpster or other outside trash receptacle fire	1	\$500		
MISC1		151 - Outside rubbish, trash or waste fire	2	\$0	0	
MISC1		154 - Dumpster or other outside trash receptacle fire	3	\$1,500		
RUB		150 - Outside rubbish fire, other	1	\$0	0	
RUB		151 - Outside rubbish, trash or waste fire	1			
STRC		100 - Fire, other	1			
VEH		130 - Mobile property (vehicle) fire, other	1	\$8,000		
VEH		131 - Passenger vehicle fire	1	\$8,000	1,000	
VEHL		132 - Road freight or transport vehicle fire	1	\$20,000		
			Total: 14	Total: \$38,400	Total: 1,300	Total: 0
Basic Incident Type Category (FD1.21): 3 - Rescue & Emergency Medical Service Incident						
ABDA		321 - EMS call, excluding vehicle accident with injury	1			
ABDB		321 - EMS call, excluding vehicle accident with injury	1			
BEHAVA		321 - EMS call, excluding vehicle accident with injury	1			

Cad Initial Description	Cad Incident Type	Basic Incident Type Code And Description (FD1.21)	Number of incidents	Property Loss	Content Loss	Acres Burned
Cad Initial Description	Cad Incident Type	Basic Incident Type Code And Description (FD1.21)	Number of incidents	Property Loss	Content Loss	Acres Burned
BEHAVB		321 - EMS call, excluding vehicle accident with injury	1			
CP		321 - EMS call, excluding vehicle accident with injury	2			
DB		300 - Rescue, EMS incident, other	3			
DB		321 - EMS call, excluding vehicle accident with injury	1			
DIAA		321 - EMS call, excluding vehicle accident with injury	1			
EMS		321 - EMS call, excluding vehicle accident with injury	3			
INJA		300 - Rescue, EMS incident, other	1			
INJA		321 - EMS call, excluding vehicle accident with injury	5			
INJB		300 - Rescue, EMS incident, other	2			
INJB		321 - EMS call, excluding vehicle accident with injury	1			
OD		321 - EMS call, excluding vehicle accident with injury	1			
POLE		300 - Rescue, EMS incident, other	1			
SICKA		321 - EMS call, excluding vehicle accident with injury	3			
SICKB		321 - EMS call, excluding vehicle accident with injury	1			
SZR		321 - EMS call, excluding vehicle accident with injury	1			
TCA		300 - Rescue, EMS incident, other	1			
TCA		321 - EMS call, excluding vehicle accident with injury	7			
TCA		322 - Motor vehicle accident with injuries	1			
TCB		300 - Rescue, EMS incident, other	1			

Cad Initial Cad Incident Type Description	Basic Incident Type Code And Description (FD1.21)	Number of incidents	Property Loss	Content Loss	Acres Burned
Cad Initial Cad Incident Type Description	Basic Incident Type Code And Description (FD1.21)	Number of incidents	Property Loss	Content Loss	Acres Burned
TCB	321 - EMS call, excluding vehicle accident with injury	9			
TCB	322 - Motor vehicle accident with injuries	1			
TCHM	321 - EMS call, excluding vehicle accident with injury	1			
TCP	321 - EMS call, excluding vehicle accident with injury	1			
TCT	321 - EMS call, excluding vehicle accident with injury	1			
UNC	300 - Rescue, EMS incident, other	1			
UNC	320 - Emergency medical service, other	1			
UNC	321 - EMS call, excluding vehicle accident with injury	8			
UNC	322 - Motor vehicle accident with injuries	1			
		Total: 64	Total: \$0	Total: 0	Total: 0
Basic Incident Type Category (FD1.21): 4 - Hazardous Condition (No Fire)					
TCA	460 - Accident, potential accident, other	1			
WIRES	444 - Power line down	1			
		Total: 2	Total: \$0	Total: 0	Total: 0
Basic Incident Type Category (FD1.21): 5 - Service Call					
ALRWF	522 - Water or steam leak	1			
HYD	522 - Water or steam leak	1			
PA	511 - Lock-out	1			
RUB	500 - Service call, other	1			
		Total: 4	Total: \$0	Total: 0	Total: 0
Basic Incident Type Category (FD1.21): 6 - Good Intent Call					
ALRA	600 - Good intent call, other	2			
ALRA	611 - Dispatched and cancelled en route	5			
ALRAR	611 - Dispatched and cancelled en route	1			
ALRMAN	611 - Dispatched and cancelled en route	2			
ALRWF	611 - Dispatched and cancelled en route	4			

Cad Initial Description	Cad Incident Type	Basic Incident Type Code And Description (FD1.21)	Number of incidents	Property Loss	Content Loss	Acres Burned
Cad Initial Description	Cad Incident Type	Basic Incident Type Code And Description (FD1.21)	Number of incidents	Property Loss	Content Loss	Acres Burned
ASSLTB		600 - Good intent call, other	1			
EMS		600 - Good intent call, other	1			
GRS		600 - Good intent call, other	1	\$0	0	
GRS		611 - Dispatched and cancelled en route	1			
HM		600 - Good intent call, other	1			
STRA		651 - Smoke scare, odor of smoke	1			
STRC		611 - Dispatched and cancelled en route	1			
TCB		600 - Good intent call, other	1			
TCSTR		611 - Dispatched and cancelled en route	1			
UNC		611 - Dispatched and cancelled en route	1			
			Total: 24	Total: \$0	Total: 0	Total: 0
Basic Incident Type Category (FD1.21): 7 - False Alarm & False Call						
911		700 - False alarm or false call, other	1			
ALRA		700 - False alarm or false call, other	2			
ALRA		733 - Smoke detector activation due to malfunction	1			
ALRA		735 - Alarm system sounded due to malfunction	1			
ALRWF		735 - Alarm system sounded due to malfunction	1			
ALRWF		740 - Unintentional transmission of alarm, other	4			
ALRWF		744 - Detector activation, no fire - unintentional	1			
ALRWF		745 - Alarm system activation, no fire - unintentional	1			
ALRWFR		735 - Alarm system sounded due to malfunction	1			
ALRWFR		744 - Detector activation, no fire - unintentional	1			
INVI		700 - False alarm or false call, other	1			
			Total: 15	Total: \$0	Total: 0	Total: 0
Basic Incident Type Category (FD1.21): 9 - Special Incident Type						
MISC1		900 - Special type of incident, other	1			
			Total: 1	Total: \$0	Total: 0	Total: 0
			Total: 125	Total: \$38,400	Total: 1,300	Total: 0

City Council Agenda Item Report

Agenda Item No. COV-685-2021

Submitted by: Donna Aggers

Submitting Department: Police Department

Meeting Date: July 20, 2021

SUBJECT

Police Department Activity Report

Recommendation:

Receive and file the May 2021 Report.

Background:

The Vernon Police Department's activity report consists of activity during the specified reporting period, including a summary of calls for service, and statistical information regarding arrests, traffic collisions, stored and impounded vehicles, recovered stolen vehicles, the number of citations issued, and the number of reports filed.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [Police Department Activity Report - May 2021](#)

VERNON POLICE DEPARTMENT

Department Activity Report

First Date: 05/01/2021

Jurisdiction: VERNON

Last Date: 05/31/2021

<i>Department</i>	<i>Complaint</i>	<i>All Units</i>	<i>Primary Unit</i>
<i>Type</i>	<i>Description</i>		
VPD			
10-6	OFFICER IS 10-6 C7,961,962,10-10, WASH, EQUIP	297	278
10-96C	10-96 CHARLES (CITY HALL SECURITY CHECK)	11	11
10-96H	PICK UP THE JAIL PAPER WORK FROM HP JAIL	18	16
140	SUPPLEMENTAL REPORT	8	6
166R	COURT ORDER VIOLATION REPORT	4	3
20002	NON-INJURY HIT AND RUN	9	5
20002R	NON-INJURY HIT AND RUN REPORT	14	9
211	ROBBERY	5	1
211R	ROBBERY REPORT	9	3
240R	ASSAULT REPORT	7	1
242	BATTERY	4	1
242R	BATTERY REPORT	8	3
245R	ASSAULT WITH A DEADLY WEAPON REPORT	4	1
273.5	DOMESTIC VIOLENCE	3	1
273.5R	DOMESTIC VIOLENCE REPORT	7	2
314	INDECENT EXPOSURE	5	2
415	DISTURBING THE PEACE	63	23
417	BRANDISHING A WEAPON	3	1
417R	BRANDISHING A WEAPON REPORT	2	1
422	TERRORIST THREATS	4	2
422R	TERRORIST THREATS REPORT	1	1
451R	ARSON REPORT	1	1
459	BURGLARY	8	2
459A	AUDIBLE BURGLARY ALARM	292	137
459R	BURGLARY REPORT	17	7
459S	SILENT BURGLARY ALARM	10	5
459V	BURGLARY TO A VEHICLE	4	2
459VR	BURGLARY TO A VEHICLE REPORT	6	4
476	FRAUD	3	1
476R	FRAUD REPORT	1	1
484	PETTY THEFT	11	3
484R	PETTY THEFT REPORT	8	8

VERNON POLICE DEPARTMENT

Department Activity Report

First Date: 05/01/2021

Jurisdiction: VERNON

Last Date: 05/31/2021

<i>Department</i>	<i>Complaint</i>	<i>All Units</i>	<i>Primary Unit</i>
<i>Type</i>	<i>Description</i>		
VPD			
487	GRAND THEFT	4	1
487R	GRAND THEFT REPORT	22	13
586	PARKING PROBLEM	79	62
586E	PARKING ENFORCEMENT	1	1
594	VANDALISM	38	13
594R	VANDALISM REPORT	16	12
602	TRESPASS	55	22
653MR	ANNOYING PHONE CALLS REPORT	2	1
901	UNKNOWN INJURY TRAFFIC COLLISION	18	6
901T	INJURY TRAFFIC COLLISION	46	14
901TR	INJURY TRAFFIC COLLISION REPORT	14	6
902T	NON-INJURY TRAFFIC COLLISION	78	40
902TR	NON-INJURY TRAFFIC COLLISION REPORT	3	2
909E	TRAFFIC ENFORCEMENT	8	6
909T	TRAFFIC HAZARD	7	5
911	911 MISUSE / HANGUP	8	5
911A	CONTACT THE REPORTING PARTY	40	24
917A	ABANDONED VEHICLE	5	2
920PR	LOST PROPERTY REPORT	1	1
925	SUSPICIOUS CIRCUMSTANCES	121	47
927	UNKNOWN TROUBLE	10	2
A211R	ATTEMPT ROBBERY REPORT	5	1
A459R	ATTEMPT BURGLARY REPORT	2	2
AGTAR	ATTEMPT GRAND THEFT AUTO REPORT	2	1
ASSISTFD	ASSIST FIRE DEPARTMENT	48	21
BOSIG	BROKEN SIGNAL OR LIGHT	9	7
BOVEH	BROKEN DOWN VEHICLE	44	28
CITCK	CITATION CHECK	1	1
CITY ALARMS	CITY HALL ALARMS, FINANCE, CITY CLERK, HEAL	1	1
CIVIL	CIVIL MATTER	5	3
COP	COP DETAIL	3	3
DEMOSTRA	DEMONSTRATION	1	1

VERNON POLICE DEPARTMENT

Department Activity Report

First Date: 05/01/2021

Jurisdiction: VERNON

Last Date: 05/31/2021

<i>Department</i>	<i>Complaint</i>	<i>All Units</i>	<i>Primary Unit</i>
<i>Type</i>	<i>Description</i>		
VPD			
DET	DETECTIVE INVESTIGATION	90	40
DETAIL	DETAIL	21	19
DPTAST	DEPARTMENTAL ASSIST	21	10
DUI	DRIVING UNDER THE INFLUENCE	23	13
DUI CKPT	DUI CHECK POINT	2	1
DUITRAFFIC	DUI CHECK POINT TRAFFIC	33	29
FILING	OFFICER IS 10-6 REPORT WRITING	139	132
FU	FOLLOW UP	16	14
GTA	GRAND THEFT AUTO	2	1
GTAR	GRAND THEFT AUTO REPORT	20	13
HBC	HAILED BY A CITIZEN	18	9
ID THEFT	IDENTITY THEFT	2	1
ID THEFT RPT	IDENTITY THEFT REPORT	4	2
ILLDPG	ILLEGAL DUMPING	2	1
ILLDPG RPT	ILLEGAL DUMPING REPORT	4	3
KTP	KEEP THE PEACE	2	1
LOCATE	LOCATED VERNON STOLEN VEHICLE / PLATES VI	7	7
LOJACK	LOJACK HIT	1	1
LPR	LICENSE PLATE READER	4	1
MISPLOCATE	LOCATED MISSING PERSON REPORT	2	1
MISPR	MISSING PERSON REPORT	3	3
MR60	MISC REPORT	5	4
PANIC ALARM	PANIC ALARM/DURESS ALARM	9	4
PAPD	PUBLIC ASSIST-POLICE	19	11
PATCK	PATROL CHECK	300	255
PEDCK	PEDESTRIAN CHECK	75	34
PLATE	LOST OR STOLEN PLATES REPORT	5	3
PRSTRAN	PRISONER TRANSPORTED	7	7
REC	RECOVERED STOLEN VEHICLE IN THE FIELD	21	13
RECKLESS DF	RECKLESS DRIVING (23103)	12	7
REPO	REPOSSESSION	4	4
RR	RAIL ROAD PROBLEM	3	2

VERNON POLICE DEPARTMENT

Department Activity Report

First Date: 05/01/2021

Jurisdiction: VERNON

Last Date: 05/31/2021

<i>Department</i>	<i>Complaint</i>		<i>All Units</i>	<i>Primary Unit</i>
	<i>Type</i>	<i>Description</i>		
VPD				
	SPEED	SPEED CONTEST OR SPEEDING (23109)	8	3
	SRMET	SRMET DETAIL	14	9
	TRAFFIC STOI	TRAFFIC STOP	186	136
	UNATTACHED	UNATTACHED TRAILER	2	2
	VCK	VEHICLE CHECK	212	186
	VEH RELEASE	VEHICLE RELEASE	3	2
	WARRANT	WARRANT ARREST	5	4
	WELCK	WELFARE CHECK	69	29
<i>Department:</i>			2919	1913
<i>Overall:</i>			2919	1913

VERNON POLICE DEPARTMENT

Police Activity Report

Period Ending: 05/31/21

TRAFFIC COLLISIONS

	<u>NO.</u>
TOTAL	44
NON-INJURY	23
INJURY	21
Persons Injured	35
Pedestrian	0
Fatalities	0
City Property Damage	6
Hit & Run (Felony)	1
Hit & Run (Misdemeanor)	8

PROPERTY RECOVERED

VEHICLES: \$93,300

VEHICLES STORED

Unlicensed Driver/Impounded Vehicle	11
Unattached Trailer	0
Abandoned/Stored Vehicle	14
Traffic Hazard	0

PROPERTY RECOVERED FOR

OTHER DEPARTMENTS

VEHICLES: \$48,500

CITATIONS

Citations Iss (Prisoner Release)	19
Citations Iss (Other Violations)	0
Parking	215
Hazardous	41
Non-Hazardous	53
Citations Iss (Moving)	94
Citations Iss (Total)	309

CASES CLEARED BY ARREST

AR21-123	CR21-0681	243(E)1 PC	AR21-141	CR21-0786	211 PC
AR21-124	CR21-0686	14601.2 VC	AR21-142	CR21-0786	496 PC
AR21-126	CR21-0689	594 PC	AR21-146	CR21-0823	11364(A) HS
AR21-127	CR21-0692	11377 HS	AR21-147	CR21-0826	14601.2(A) VC
AR21-128	CR21-0705	23152 VC	AR21-148	CR21-0833	20002(A) VC
AR21-129	CR21-0717	451(D) PC	AR21-149	CR21-0841	602(M) PC
AR21-130	CR21-0721	166 PC	AR21-150	CR21-0848	14601.5(A) VC
AR21-131	CR21-0731	11364 HS	AR21-152	CR21-0863	484 PC
AR21-133	CR21-0737	11364 HS	AR21-153	CR21-0863	484 PC
AR21-134	CR21-0738	11364 HS	AR21-154	CR21-0870	242 PC
AR21-135	CR21-0745	273.5(A) PC	AR21-155	CR21-0872	11364(A) HS
AR21-136	CR21-0761	3056 PC	AR21-156	CR21-0875	273.5 PC
AR21-137	CR21-0767	11377 HS	AR21-157	CR21-0881	459 PC
AR21-138	CR21-0779	243(E) PC	AR21-158	CR21-0881	459 PC
AR21-139	CR21-0784	11377 HS			

VERNON POLICE DEPARTMENT
REPORT FOR PERSONS ARRESTED
PERIOD ENDING: 05/31/2021

ADULT FELONY ARRESTS AND DISPOSITIONS			
	MALE	FEMALE	TOTAL
ARSON	1		1
ASSAULT	1	1	2
BURGLARY (& ATTEMPTED)	1	1	2
DRIVING UNDER THE INFLUENCE w/ INJURY			
FORGERY			
GRAND THEFT: AUTO (& ATTEMPTED)			
GRAND THEFT: PROPERTY (& ATTEMPTED)			
PAROLE HOLD	1		1
ROBBERY	1		1
WARRANT (VERNON)	2		2
WARRANT (OUTSIDE AGENCY)	1		1
TOTAL FELONY ARRESTS	8	2	10

ADULT MISDEMEANOR ARRESTS AND DISPOSITIONS			
	MALE	FEMALE	TOTAL
ASSAULT			
BATTERY	3		3
CARRY LOADED FIREARM PERSON/VEH			
CARRYING A DIRK/DAGGER			
DRIVING UNDER THE INFLUENCE	2		2
DRIVING WITH SUSPENDED LICENSE	3		3
HIT/RUN	1		1
PETTY THEFT	1	1	2
POSSESSION OF NARCOTICS	3		3
POSSESSION OF PARAPHERNALIA	5		5
POSSESSION OF STOLEN PROPERTY	1		1
RESISTING ARREST			
TRESPASSING	1		1
VANDALISM	1		1
VIOLATE COURT ORDER	1		1
WARRANT (OUTSIDE AGENCY)			
WARRANT (VERNON)	3		3
TOTAL MISD. ARRESTS	25	1	26

JUVENILES DETAINED --- FELONY AND MISDEMEANOR			
	MALE	FEMALE	TOTAL
BURGLARY			0
CARRY LOADED FIREARM IN PUBLIC			0
ROBBERY			0
VANDALISM			0
WARRANT			0
TOTAL JUVENILES DET.	0	0	0

TOTAL FELONY ARRESTS (ADULT) TO DATE:	49
TOTAL MISDEMEANOR ARRESTS (ADULT) TO DATE:	110
TOTAL JUVENILES DETAINED (FELONY AND MISDEMEANOR) TO DATE:	
TOTAL ARRESTS AND DETAINED JUVENILES (FELONY AND MISDEMEANOR) TO DATE:	159

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/01/2021

Jurisdiction: VERNON

Last Date: 05/01/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210508631												
	VREC		05/01/2021	06:44:39	LAPD							
			LOCATE		CAESAR CHAVEZ // MISSION, LOS ANGELES							
				VPD	RECORDS BUREAU	*RECD		07:03:58				07:45:52
20210508637												
	VREC		05/01/2021	09:03:20	LAPD HOLLENBECK							
			REC		4305 S SANTA FE AV, VERNON							
				VPD	RECORDS BUREAU	*RECD		09:04:10				09:42:45
20210508643												
	RPT		05/01/2021	10:59:17	FERNANDO/PUBLIC WRKS							
			20002R		4511 EVERETT AV, VERNON							
				VPD	GODOY, RAYMON	*40	11:01:47	11:02:19	11:16:37			11:46:38
				VPD	MACIEL, CYNTHIA	31E		11:09:48	11:17:42			11:46:38
20210508648												
	RPT		05/01/2021	13:37:56								
			459R		4921 PENNINGTON WAY, VERNON							
				VPD	MACIEL, CYNTHIA	*31E	13:39:50	13:40:13	13:46:01			15:15:02
				VPD	SALDANA, CARLO	32W	13:39:51	13:40:15	13:48:42		14:22:41	
20210508678												
	VREC		05/01/2021	21:48:00								
	RPT		REC		HOLABIRD AV // GRANDE VISTA, VERNON							
				VPD	FLORES, TERESA	*38E			21:48:00		22:27:42	
					MR C TOW	MR C TO	21:56:26	22:02:09				22:29:55
20210508682												
	RPT		05/01/2021	22:12:58								
	1015		TRAFFIC STOP		S ALAMEDA // 15TH, VERNON							
				VPD	LUCAS, JASON	*2T8		22:12:58				22:48:51
				VPD	ARANA, ANDRE	20W		22:22:52				22:48:51

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/02/2021

Jurisdiction: VERNON

Last Date: 05/02/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210508709												
	RPT	05/02/2021	02:33:29	AMPM								
		925		3278 E SLAUSON AV, VERNON								
			VPD	CAM,PATRICK	*32W	02:33:54	02:34:32	02:35:49				05:09:32
			VPD	ARANA,ANDRE	20W	02:33:57	02:34:30	02:36:36			04:52:47	
			VPD	REDONA,BRYAN	31E		02:34:52	02:36:02				05:09:32
			VPD	FLORES,TERESA	38E		02:34:53	02:36:38			04:53:12	
20210508725												
	1015	05/02/2021	09:13:12	LITTLE JOHN REULAND								
	RPT	459A		4575 PACIFIC BL, VERNON								
			VPD	DOCHERTY,MICH	*43		09:15:59	09:18:18				09:59:30
			VPD	MACIEL,CYNTHIA	38E		09:16:32	09:18:40			09:58:54	
			VPD	VILLEGAS,RICHA	44W			09:33:13				09:59:30
			VPD	SANTOS,DANIEL	S2			09:21:54				09:59:31
			VPD	MARTINEZ,GABRI	S5			09:21:56				09:59:31
20210508733												
	RPT	05/02/2021	12:51:36	CHP								
		901TR		E VERNON AV // ALAMEDA, VERNON								
			VPD	DOCHERTY,MICH	*43	12:52:42		12:57:11			13:35:50	
			VPD	MACIEL,CYNTHIA	38E		12:53:36	12:55:06				13:50:11
			VPD	VILLEGAS,RICHA	44W		12:53:19	12:55:47			13:31:19	
				MR C TOW	MR C TO	13:33:43	13:33:46				13:43:59	
20210508743												
	RPT	05/02/2021	16:29:00									
		242R		2501 S SANTA FE AV, VERNON								
			VPD	VILLEGAS,RICHA	*44W	16:30:30	16:30:48	17:48:07			16:31:11	18:16:01
			VPD	MACIEL,CYNTHIA	38E		17:20:10	17:27:27			17:48:01	
			VPD	DOCHERTY,MICH	43		16:31:55	16:36:13				18:16:01
20210508746												

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/02/2021

Jurisdiction: VERNON

Last Date: 05/02/2021

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210508746														
	RPT		05/02/2021	16:35:44										
	1015		PEDCK		2100 E 55TH, VERNON									
	CITE													
				VPD	VILLEGAS,RICHA					16:35:44				17:33:02
				VPD	MACIEL,CYNTHIA				16:41:28	16:44:43			17:07:16	
20210508765														
	VI		05/02/2021	23:52:21										
	RPT		PATCK		2900 E 50TH, VERNON									
	CITE													
				VPD	CERDA,PAUL,JR					23:52:21				00:38:28
					MR C TOW		MR C TO	23:56:59	23:57:00	00:05:19				00:38:28

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/03/2021

Jurisdiction: VERNON

Last Date: 05/03/2021

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210508785														
	RPT		05/03/2021	07:14:34	PEERLESS MATERIALS CO									
		GTAR			4442 E 26TH, VERNON									
				VPD	SALDANA,CARLO	*32E	07:16:29	07:16:32	07:28:03					08:53:23
20210508809														
	RPT		05/03/2021	13:01:16	PACKAGING AND MORE									
		484R			5100 S SANTA FE AV, VERNON									
				VPD	SALDANA,CARLO	*32E		13:05:48	13:09:07					13:37:12
20210508819														
	RPT		05/03/2021	16:08:14	FLOWSERVE									
	OR		901T		2300 E VERNON AV, VERNON									
				VPD	VILLEGAS,RICHA	*XS		16:09:03	16:11:15			16:48:09		
				VPD	FINO,MARCUS	40		16:09:34	16:11:13					17:08:37
20210508827														
	RPT		05/03/2021	19:26:39	JOSE ALBARENGA									
		487R			E 49TH // SANTA FE AV, VERNON									
				VPD	CERDA,PAUL,JR	*44W	19:29:19	19:29:24	19:35:00					19:55:09
20210508849														
	RPT		05/03/2021	22:49:55										
		902T			S SOTO // LEONIS BL, VERNON									
				VPD	ZOZAYA,OSCAR	*43E			22:49:59					23:28:03
				VPD	FLORES,TERESA	38		22:50:04	22:53:27			23:26:21		
				VPD	CERDA,PAUL,JR	44W		22:50:38	22:56:42					23:28:04

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/04/2021

Jurisdiction: VERNON

Last Date: 05/04/2021

Call Number	Disp	Ten	Received	Caller									
		Code	Complaint	Address		Unit Time							
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp	
20210508861													
	RPT		05/04/2021	05:11:56	HANNIBAL								
	VS		901TR		3800 IRVING, VERNON				Department VPD	OCA Number CR20210699	RMS Juris CA0197300		
				VPD	CERDA,PAUL,JR	*44W	05:14:44	05:14:48	05:18:36		06:38:06		
				VPD	LUCAS,JASON	21	05:14:46	05:14:51	05:29:55		07:00:17		
				VPD	ZOZAYA,OSCAR	43E			05:52:25		06:52:42		
20210508878													
	RPT		05/04/2021	07:58:54	FARHAN ENTERPRISE MOTOR								
			GTAR		2916 S SANTA FE AV, VERNON				Department VPD	OCA Number CR20210700	RMS Juris CA0197300		
				VPD	MANNINO,NICHOI	*38W		08:05:35	08:11:20			09:01:35	
20210508894													
	RPT		05/04/2021	10:42:56	PRICE POWER USA								
			487R		4724 S BOYLE AV, VERNON S/A B				Department VPD	OCA Number CR20210702	RMS Juris CA0197300		
				VPD	SALDANA,CARLO	*31E	11:00:42				11:08:26		
				VPD	FINO,MARCUS	32E		11:06:36	11:10:11			11:55:25	
20210508896													
	RPT		05/04/2021	11:05:29	ESSENTIAL DECOR								
			594R		2067 E 55TH, VERNON				Department VPD	OCA Number CR20210701	RMS Juris CA0197300		
				VPD	SWINFORD,PHILL	*41W		11:08:48	11:12:35			11:29:08	
20210508905													
	RPT	38W	05/04/2021	13:25:07	AT&T MOBILITY 800 635 6840 4								
	VI	38W	902T		BANDINI BL // ATLANTIC BL, VERNON				Department VPD	OCA Number CR20210705	RMS Juris CA0197300		
	RPT	32E											
	1015	32E											
	RPT												
				VPD	MANNINO,NICHOI	*38W	13:27:15	13:34:05	14:24:48		15:49:30		
				VPD	SALDANA,CARLO	31E		13:40:28	13:52:01		16:14:10		
				VPD	FINO,MARCUS	32E		13:28:25	13:34:01	15:31:47		17:04:55	
				VPD	SWINFORD,PHILL	41W		13:28:20	13:34:12		15:36:59		

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/04/2021

Jurisdiction: VERNON

Last Date: 05/04/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210508907												
	RPT	05/04/2021	13:41:41	GOURMET SPECIALTIES								
		20002R		2120 E 25TH, VERNON								
			VPD	MANNINO,NICHOI	*38W			13:59:10			14:17:57	
			VPD	SWINFORD,PHILL	41W		14:02:54	14:12:19				14:32:59
20210508908												
	REPO	05/04/2021	13:51:31									
		REPO		2550 S ALAMEDA, VERNON								
			VPD	RECORDS BUREAU	*RECD			13:54:43				14:59:13
20210508914												
	RPT	05/04/2021	16:27:48	T-Mobile USA, Inc.								
	VS	901T		S SOTO // BANDINI BL, VERNON								
			VPD	RAMOS,JOSE	*40	16:27:59		16:30:43			17:16:43	
			VPD	MANNINO,NICHOI	38W	16:32:54		16:37:19			17:16:48	
			VPD	SWINFORD,PHILL	41W	16:28:36		16:31:58			17:16:54	
			VPD	VILLEGAS,RICHARD	XS			16:37:22			17:14:02	
20210508920												
	OR	05/04/2021	17:24:14	J AND K								
	RPT	901T		2627 S SOTO, VERNON								
			VPD	VILLEGAS,RICHARD	*XS	17:24:56		17:29:46			18:20:36	
			VPD	FINO,MARCUS	32E	17:25:14		17:27:32			18:12:35	
			VPD	MANNINO,NICHOI	38W			17:44:18			17:47:02	
			VPD	SWINFORD,PHILL	41W	17:26:00		17:28:36				18:25:11
			VPD	CROSS,JEREMY	S4			17:29:44			17:51:05	
20210508921												
	RPT	05/04/2021	17:32:58	ARCADE APPAREL								
		GTAR		3222 E WASHINGTON BL, VERNON								
			VPD	MANNINO,NICHOI	*38W	17:47:03		17:55:29				18:41:10

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/05/2021

Jurisdiction: VERNON

Last Date: 05/05/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210508959												
	RPT	05/05/2021	07:04:37	CULINARY INTL								
		A211R		ALCOA//44TH, VERNON								
			VPD	FINO,MARCUS	*20E		07:07:20				07:07:39	
			VPD		32W		07:07:35	07:20:14				08:12:19
			VPD	SWINFORD,PHILL	40		07:34:27	07:36:37			08:01:06	
			VPD	ENCINAS,ANTHOI	5D31			07:41:52				08:12:19
			VPD	OURIQUE,CARLO	5D35			07:41:55				08:12:20
20210508962												
	RPT	05/05/2021	08:05:56	ROMAS R US								
	1015	451R		3188 E SLAUSON AV, VERNON								
			VPD	SWINFORD,PHILL	*40		08:10:22	08:14:14				08:47:45
20210508969												
	RPT	05/05/2021	09:51:09	FARHAN ENTERPRISES								
		925		2916 S SANTA FE AV, VERNON								
			VPD	CAM,PATRICK	*32W	09:52:47	09:53:06	09:56:10				10:56:33
			VPD	LANDA,RAFAEL	43		10:04:13	10:11:06			10:26:18	
20210508971												
	RPT	05/05/2021	10:04:43	CITY OF VERNON POLICE DEPARTMENT								
		MISPR		4305 S SANTA FE AV, VERNON								
			VPD	FINO,MARCUS	*20E	10:11:19	10:11:20	10:32:33				12:41:54
20210508976												
	RPT	05/05/2021	11:43:18	DONALD GIRON								
		20002R		SEVILLE AV // VERNON AV, VERNON								
			VPD	SWINFORD,PHILL	*40			11:44:47				12:41:48
20210508977												
	RPT	05/05/2021	12:45:32	AT&T MOBILITY 800 635 6840 4								
		PLATE		2050 E 38TH, VERNON								

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/05/2021

Jurisdiction: VERNON

Last Date: 05/05/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210508977												
	RPT	05/05/2021	12:45:32	AT&T MOBILITY 800 635 6840 4								
		PLATE		2050 E 38TH, VERNON								
			VPD	SWINFORD,PHILL	*40	12:47:01	12:53:20				14:00:20	
			VPD	CAM,PATRICK	32W		12:55:34				13:00:00	
			VPD	LANDA,RAFAEL	43	12:47:03	12:55:23				13:05:17	
20210508979												
	RPT	05/05/2021	13:03:39	HPPD								
		902T		SLAUSON // PACIFIC, VERNON								
			VPD	LANDA,RAFAEL	*43	13:05:22	13:11:40					13:50:39
20210508986												
	RPT	05/05/2021	14:35:39	KARA BEAUTY INC								
		902T		4334 S SANTA FE AV, VERNON								
			VPD	RECORDS BUREAU	*RECD		14:36:01					15:09:22
20210508991												
	VREC	05/05/2021	16:50:15	BALDWIN PARK PD								
		LOCATE		490 CLOVER LEAF DR, BALDWIN PARK								
			VPD	RECORDS BUREAU	*RECD		16:50:46					17:32:32
20210508993												
	1015	05/05/2021	17:09:45	6172 S BOYLE AV, VERNON								
		DET										
			VPD	OURIQUE,CARLO	*5D35		17:09:58					18:18:54
			VPD	ENCINAS,ANTHONY	5D31		17:10:13					18:18:54
			VPD	HERNANDEZ,EDV	5D32		17:10:17					18:18:54

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/06/2021

Jurisdiction: VERNON

Last Date: 05/06/2021

Call Number	Disp	Ten	Received	Complaint	Caller	Address	Unit Time					
							Dep	Officer	Unit	Dispatch	Enroute	OnScene
20210509029												
	SUP		05/06/2021	09:38:21								
		140				4305 S SANTA FE AV, VERNON						
			VPD		MADRIGAL,ALFOI	*2STOF			09:41:13			11:48:52
20210509030												
	RPT		05/06/2021	10:04:13		CHRISTOPHER RANCH						
		487R				3390 E SLAUSON AV, VERNON						
			VPD		VASQUEZ,LUIS	*41E		10:08:01		10:27:23		11:10:35
									Department	OCA Number	RMS Juris	
									VPD	CR20210718	CA0197300	
20210509031												
	RPT		05/06/2021	10:28:33		FARMER JOHN						
		MR60				3049 E VERNON AV, VERNON						
			VPD		CAM,PATRICK	*32E		10:32:50		10:37:53		11:58:25
									Department	OCA Number	RMS Juris	
									VPD	CR20210720	CA0197300	
20210509034												
	RPT		05/06/2021	11:01:06		AMERICAN PRINT WORKS						
		484R				2126 E 52D, VERNON						
			VPD		REDONA,BRYAN	*26W		11:05:17		11:07:52		11:25:44
									Department	OCA Number	RMS Juris	
									VPD	CR20210719	CA0197300	
20210509046												
	RPT		05/06/2021	12:50:32		NATURES PRODUCE						
		166R				3305 BANDINI BL, VERNON						
			VPD		REDONA,BRYAN	*26W		12:54:55		12:55:37		14:08:57
			VPD		CAM,PATRICK	32E		12:56:49		12:58:41		14:08:57
									Department	OCA Number	RMS Juris	
									VPD	CR20210721	CA0197300	
20210509058												
	RPT		05/06/2021	16:27:36		SIRIUSXM CVS TELEMATICS CALL CTR						
		902T				5122 S ATLANTIC BL, VERNON						
			VPD		REDONA,BRYAN	*26W		16:32:53			16:33:28	
			VPD		VASQUEZ,LUIS	41E		16:33:11		16:43:16		17:01:29
									Department	OCA Number	RMS Juris	
									VPD	CR20210722	CA0197300	
20210509073												

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/06/2021

Jurisdiction: VERNON

Last Date: 05/06/2021

Call Number	Disp	Ten	Received	Caller		Unit Time							
		Code	Complaint	Address		Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210509073													
	RPT		05/06/2021	18:55:55									
	OR		901T		3435 E VERNON AV, VERNON				Department VPD	OCA Number CR20210723	RMS Juris CA0197300		
				VPD	NEWTON,TODD	*40E		18:57:40	19:03:32				21:08:59
				VPD	STEVENSON,KEN	22W		18:57:45	19:01:42				21:08:58
				VPD	ZOZAYA,OSCAR	44		19:01:09	19:04:23			20:21:03	
				VPD	MARTINEZ,GABRI	S5			18:59:56				21:08:59

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/07/2021

Jurisdiction: VERNON

Last Date: 05/07/2021

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210509085														
	1015		05/07/2021	06:28:03										
	VS		DET		714 EASTMAN AVE, LOS ANGELES									
				VPD	ENCINAS,ANTHOI	*5D31				06:28:03				09:53:48
				VPD	HERNANDEZ,EDV	5D32				06:28:22				09:53:48
20210509090														
	RPT		05/07/2021	08:00:29	AMERICAN TIRE DEPOT									
			459VR		4490 AYERS AV, VERNON									
				VPD	REDONA,BRYAN	*31E	08:03:27		08:11:27					08:43:36
									Department VPD	OCA Number CR20210724		RMS Juris CA0197300		
20210509094														
	SUP		05/07/2021	09:20:10	CITY OF VERNON POLICE									
			140		4305 S SANTA FE AV, VERNON									
				VPD	CAM,PATRICK	*32W				09:22:46			09:24:53	
				VPD	LANDA,RAFAEL/H	43				09:24:51				10:23:12
20210509098														
	RPT		05/07/2021	09:58:10	ROMAS R US									
			20002R		3188 E SLAUSON AV, VERNON									
				VPD	REDONA,BRYAN	*31E				10:00:44				10:57:32
									Department VPD	OCA Number CR20210725		RMS Juris CA0197300		
20210509123														
	RPT		05/07/2021	19:14:03	HPPD									
			245R		E SLAUSON AV // DOWNEY RD, VERNON									
				VPD	FLORES,TERESA	*38E	19:16:27	19:17:00	19:28:38					20:52:13
				VPD		20E	19:19:35	19:20:55	19:25:31				20:29:26	
				VPD	NEWTON,TODD	40W			19:28:06				20:29:28	
				VPD	ESTRADA,IGNACI	S3			19:38:26				20:30:05	
20210509132														
	RPT		05/07/2021	21:34:32										
			PEDCK		4305 S SANTA FE AV, VERNON									
				VPD	FLORES,TERESA	*38E				21:34:36				23:07:41
									Department VPD	OCA Number CR20210727		RMS Juris CA0197300		

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/07/2021

Jurisdiction: VERNON

Last Date: 05/07/2021

Call Number	Disp	Ten	Received	Caller		Unit Time							
		Code	Complaint	Address		Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp	
20210509132													
	RPT		05/07/2021	21:34:32									
			PEDCK		4305 S SANTA FE AV, VERNON								
				VPD	NEWTON,TODD	40W	21:34:38	21:34:38	22:02:31			22:21:23	
				VPD	VELASQUEZ,RICH	41			21:37:47			22:21:25	
				VPD	ESTRADA,IGNACI	S3			21:36:37			21:51:42	
20210509140													
	RPT		05/07/2021	23:23:58									
	VREC		REC		2522 E 37TH, VERNON								
				VPD	NEWTON,TODD	*40W			23:23:58				00:19:22

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/08/2021

Jurisdiction: VERNON

Last Date: 05/08/2021

Call Number	Disp	Ten	Received	Caller											
		Code	Complaint	Address	Unit Time										
					Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp	
20210509158															
	VREC		05/08/2021	07:14:04	PREMIER MEAT CO										
		REC			5030 GIFFORD AV, VERNON										
				VPD	*31E	07:17:32	07:17:32								07:30:12
				USTOW	US TOW	07:37:29	07:37:30	08:13:06							08:56:07
20210509172															
	RPT		05/08/2021	11:44:03	JOY KNIT										
		594R			2457 E 30TH, VERNON										
				VPD	REDONA,BRYAN	*32W	11:45:53								11:45:57
				VPD	MACIEL,CYNTHIA	31E		11:47:49	11:56:45						12:41:01
20210509189															
	VREC		05/08/2021	18:41:50	ON STAR/ CHP										
			LOCATE		FLOWER // 47TH, LOS ANGELES										
20210509198															
	RPT		05/08/2021	21:18:38											
	1015		PEDCK		5503 S BOYLE AV, VERNON										
				VPD	ARANA,ANDRE	*20E	21:39:38								
				VPD	LUCAS,JASON	21		21:19:00	21:23:00					21:27:09	
				VPD	FLORES,TERESA	38W	21:39:38	21:19:28	21:20:10					21:58:51	
				VPD	GODOY,RAYMON	44		21:19:41	21:26:39					21:27:20	

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/09/2021

Jurisdiction: VERNON

Last Date: 05/09/2021

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time				
								Dep	Officer	Unit	Dispatch	Enroute
20210509210												
	RPT		05/09/2021	00:17:55		BGPD						
	1015		WARRANT			CLARA // EASTERN, VERNON						
				VPD	GODOY,RAYMON	*44		00:25:02	00:34:32	00:43:21	00:59:05	01:36:00
20210509213												
	RPT		05/09/2021	01:03:52		EL TENAMPA						
			211R			4903 S SANTA FE AV, VERNON			Department VPD	OCA Number CR20210732	RMS Juris CA0197300	
				VPD	FLORES,TERESA	*38W	01:23:09	01:33:49	01:52:02			04:28:17
20210509239												
	VI		05/09/2021	09:52:29								
	RPT		484			4900 E 50TH, VERNON			Department VPD	OCA Number CR20210733	RMS Juris CA0197300	
				VPD	MACIEL,CYNTHIA	*31W		09:56:02	09:57:26			10:50:13
				VPD	MANNINO,NICHOI	32E			09:58:39		10:44:26	
				VPD	SALDANA,CARLO	41E		10:02:14	10:04:07		10:44:32	
				VPD	DOCHERTY,MICH	43W			09:56:36			10:50:13
				VPD	VILLEGAS,RICHA	44			09:57:29			10:50:13
					MR C TOW	MR C TO	10:24:16	10:26:01	10:31:25			10:50:14
				VPD	SANTOS,DANIEL	S2			10:01:59			10:50:14
20210509253												
	RPT		05/09/2021	14:10:15								
			PEDCK			4305 S SANTA FE AV, VERNON			Department VPD	OCA Number CR20210734	RMS Juris CA0197300	
				VPD	MACIEL,CYNTHIA	*31W			14:10:21			17:09:11
				VPD	DOCHERTY,MICH	43W	14:10:48	14:10:54	14:15:16		15:51:42	
20210509256												
	RPT		05/09/2021	15:47:33		K AND M MEAT CO						
			653MR			2443 E 27TH, VERNON			Department VPD	OCA Number CR20210735	RMS Juris CA0197300	
				VPD	SALDANA,CARLO	*41E	15:51:31	15:52:57			15:54:30	
				VPD	DOCHERTY,MICH	43W			15:54:28			16:33:59
20210509257												

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/09/2021

Jurisdiction: VERNON

Last Date: 05/09/2021

Call Number	Disp	Ten	Received	Complaint	Caller	Address	Unit Time					
							Dep	Officer	Unit	Dispatch	Enroute	OnScene
20210509257												
	VS		05/09/2021	16:51:13	T-Mobile USA 888-662-4662 opt 4							
	RPT		902T		S SANTA FE AV // 55TH, VERNON					Department VPD	OCA Number CR20210736	RMS Juris CA0197300
	CITY											
				VPD	MANNINO,NICHOI	*32E		16:52:52	16:54:15			18:17:04
				VPD	SALDANA,CARLO	41E		16:52:54	16:54:18			18:17:05
				VPD	DOCHERTY,MICH	43W			16:56:39			18:17:05
					USTOW	US TOW	16:58:33	16:59:13	17:08:48			18:17:05
20210509269												
	1015		05/09/2021	21:24:03								
	RPT		PEDCK		2150 E 25TH, VERNON					Department VPD	OCA Number CR20210737	RMS Juris CA0197300
				VPD	FLORES,TERESA	*38W			21:24:04			22:00:00
				VPD	ARANA,ANDRE	41E		21:24:06			21:24:28	
				VPD	ZOZAYA,OSCAR	44W		21:24:51	21:30:27			22:00:01

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/10/2021

Jurisdiction: VERNON

Last Date: 05/10/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210509281												
	1015		05/10/2021	01:26:10								
	RPT		PEDCK	2104 E 57TH, VERNON					Department VPD	OCA Number CR20210738	RMS Juris CA0197300	
				VPD FLORES,TERESA	*38W			01:26:10				02:06:38
				VPD ZOZAYA,OSCAR	44W		01:26:13	01:36:15				02:06:38
20210509287												
	RPT		05/10/2021	03:24:56								
			GTAR	ARCELIA MORALES IRVING // 38TH, VERNON					Department VPD	OCA Number CR20210739	RMS Juris CA0197300	
				VPD ZOZAYA,OSCAR	*44W	03:26:36	03:26:36	03:38:14				04:21:56
20210509298												
	RPT		05/10/2021	07:10:25								
			487R	VERNON SALES 2788 E VERNON AV, VERNON					Department VPD	OCA Number CR20210740	RMS Juris CA0197300	
				VPD MACIEL,CYNTHIA	*38W	07:11:23	07:11:50	07:21:09				07:59:48
20210509302												
	RPT		05/10/2021	07:50:29								
			GTAR	TAPATIO 4713 E DISTRICT BL, VERNON					Department VPD	OCA Number CR20210741	RMS Juris CA0197300	
				VPD SWINFORD,PHILL	*43		07:56:52	07:59:30				08:33:59
				VPD SALDANA,CARLO	26E		07:55:45	07:57:31			08:03:46	
				VPD MANNINO,NICHOI	31E	07:53:13	07:53:17				07:56:23	
20210509309												
	RPT		05/10/2021	08:55:51								
			487R	J AND A IMPORTERS 4398 AYERS AV, VERNON					Department VPD	OCA Number CR20210742	RMS Juris CA0197300	
				VPD MADRIGAL,ALFOI	*2STOF			08:59:09			09:49:00	
				VPD MANNINO,NICHOI	31E		09:13:59				09:15:35	
				VPD SWINFORD,PHILL	43		09:15:33	09:38:12				10:02:42
20210509320												
	RPT		05/10/2021	10:48:37								
			487R	JOY KNIT 2457 E 30TH, VERNON					Department VPD	OCA Number CR20210743	RMS Juris CA0197300	
				VPD FINO,MARCUS	*32W	10:55:24	10:55:38	10:58:11				11:39:55

VERNON POLICE DEPARTMENT
Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/10/2021

Last Date: 05/10/2021

Call Number	Dispatch	Ten Code	Received Complaint	Caller Address	Unit Time								
					Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove
20210509324													
RPT			05/10/2021	11:51:57	VIG FURNITURE 3251 E SLAUSON AV, VERNON								
			487R										
				VPD	MANNINO,NICHOI	*31E	11:53:33	11:53:52	12:07:54				12:32:09
20210509333													
RPT			05/10/2021	13:18:54	RANDOLPH // BOYLE AV, VERNON								
1015			927										
				VPD	VILLEGAS,RICHA	*XS			13:18:54			14:58:46	
				VPD	SALDANA,CARLO	26E		13:19:56	13:27:47				15:35:29
				VPD	MANNINO,NICHOI	31E		13:19:10	13:23:55			14:52:14	
				VPD	FINO,MARCUS	32W		13:19:47	13:22:25			14:31:04	
				VPD	MACIEL,CYNTHIA	38W		13:21:45	13:23:50			15:34:07	
				VPD	SWINFORD,PHILL	43		13:19:51	13:26:42			14:32:46	
20210509334													
RPT			05/10/2021	13:28:27	SS CUSTOM FURNITURE 2059 E 37TH, VERNON								
			594R										
				VPD	FINO,MARCUS	*32W		14:31:05	14:51:31				15:18:04
20210509337													
RPT			05/10/2021	14:44:06	HOFFY 3615 E VERNON AV, VERNON								
			459R										
				VPD	MANNINO,NICHOI	*31E		14:52:15	16:07:43			16:19:21	
				VPD	MACIEL,CYNTHIA	38W		15:34:07	15:48:43				16:34:35
20210509338													
CITY			05/10/2021	14:55:41	T-Mobile USA 888-662-4662 opt 4								
RPT			901		LOMA VISTA AV // DISTRICT BL, VERNON								
				VPD	MANNINO,NICHOI	*31E		14:57:18	14:58:27				15:55:46
				VPD	FINO,MARCUS	32W			15:25:51			15:36:24	
				VPD	SWINFORD,PHILL	43		14:59:21	15:01:07			15:46:22	
				VPD	VILLEGAS,RICHA	XS		14:58:47	15:01:27			15:46:23	

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/10/2021

Jurisdiction: VERNON

Last Date: 05/10/2021

Call Number	Disp	Ten	Received	Caller		Unit Time									
		Code	Complaint	Address		Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210509341															
	VOID		05/10/2021	15:42:57											
	1098		10-6		4305 S SANTA FE AV, VERNON										
			VPD	SALDANA,CARLO		*26E				15:42:57					00:27:40

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/11/2021

Jurisdiction: VERNON

Last Date: 05/11/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210509369												
	RPT	05/11/2021	06:06:11	UNK								
		925		SEVILLE AV // 45TH, VERNON								
			VPD	CERDA,EUGENIO	*41E	06:07:12	06:07:47	06:11:47				06:49:30
			VPD	ZOZAYA,OSCAR	40	06:07:14	06:07:50	06:23:46				06:49:30
			VPD	CERDA,PAUL,JR	44W		06:08:47	06:09:34				06:49:31
20210509371												
	RPT	05/11/2021	06:51:35	LA CO FIRE								
	OR	901		5275 S DISTRICT BL, VERNON								
			VPD		*31W	06:52:12	06:52:22	06:56:33				07:44:51
			VPD		32W		06:53:13	07:03:38			07:34:44	
			VPD		40E		06:58:49	07:06:09				07:44:51
20210509377												
	RPT	05/11/2021	08:23:52	RB IMPORT								
		AGTAR		4382 BANDINI BL, VERNON								
			VPD	MANNINO,NICHOI	*32W	08:26:57					08:27:34	
			VPD	SWINFORD,PHILL	40E		08:27:32	08:37:40				09:59:09
20210509380												
	RPT	05/11/2021	08:39:46	RANCHO FOODS								
		487R		2528 E 37TH, VERNON								
			VPD	FINO,MARCUS	*31W		08:43:17	08:49:16				09:53:22
20210509398												
	RPT	05/11/2021	12:41:16									
		901TR		5100 S SANTA FE AV, VERNON								
			VPD	MANNINO,NICHOI	*32W		12:42:19	12:43:31			13:53:57	
			VPD	FINO,MARCUS	31W		12:42:50	12:43:30			13:03:07	
			VPD	SWINFORD,PHILL	40E		12:47:52	13:02:54				13:54:48
20210509403												

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/11/2021

Jurisdiction: VERNON

Last Date: 05/11/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210509403												
	RPT	05/11/2021	13:54:51									
		487R		2229 E 38TH, VERNON								
			VPD	MANNINO,NICHOI	*32W	13:56:24	13:57:29					15:22:23
			VPD	FINO,MARCUS	31W	13:57:53	14:19:32				14:45:24	
			VPD	SWINFORD,PHILL	40E	13:56:55	14:02:20				14:48:02	
			VPD	VILLEGAS,RICHA	41	14:00:05	14:02:18					15:22:24
20210509407												
	RPT	05/11/2021	15:09:40									
		459VR		2720 E 26TH, VERNON								
			VPD	FINO,MARCUS	*31W		15:09:40					15:52:06
20210509413												
	RPT	05/11/2021	16:52:27									
		MISPR		4305 S SANTA FE AV, VERNON								
			VPD	FINO,MARCUS	*31W		16:53:35					18:15:20
20210509414												
	RPT	05/11/2021	17:41:10									
		920PR		4305 S SANTA FE AV, VERNON								
			VPD	SWINFORD,PHILL	*40E	17:41:48	17:41:49	17:52:22				18:30:02
20210509415												
	RPT	05/11/2021	17:59:56	T-Mobile USA, Inc.								
		902T		DOWNEY RD // DISTRICT BL, VERNON								
			VPD	VILLEGAS,RICHA	*41	18:01:33	18:01:45	18:05:48				18:54:38
			VPD	SWINFORD,PHILL	40E		18:30:10	18:36:21				18:54:37
20210509431												
	VREC	05/11/2021	23:28:54	HPPD								
		LOCATE		6325 PACIFIC BL, HUNTINGTON PARK								
			VPD	RECORDS BUREA	*RECD			23:29:53				00:04:59

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/12/2021

Jurisdiction: VERNON

Last Date: 05/12/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210509476												
	RPT	05/12/2021	10:50:35									
	1015	10-6		E 25TH // ALAMEDA, VERNON								
			VPD	HERNANDEZ,EDV	*5D32			10:50:35				15:58:20
			VPD	GENERA,ELISEO	2W45			14:13:35				15:58:20
			VPD	REYNA,JOSE S	5D23			10:52:22			15:01:16	
			VPD	VELEZ,MARISSA	5D34			10:52:19			11:53:48	
			VPD	OURIQUE,CARLO	5D35			10:50:40				15:58:20
20210509483												
	RPT	05/12/2021	11:54:41									
	1098	10-6		E 25TH // ALAMEDA, VERNON								
			VPD	VELEZ,MARISSA	*5D34			11:54:41				15:01:36
20210509496												
	SUP	05/12/2021	15:45:59	R & B IMPORTS								
		911A		4382 BANDINI BL, VERNON								
			VPD	FINO,MARCUS	*32E	15:48:53	15:49:09				15:49:44	
			VPD	RAMOS,JOSE/HEI	43W		15:49:42	15:56:16				16:02:11
20210509512												
	RPT	05/12/2021	18:51:39									
		MR60		4625 VALLEY BL, LOS ANGELES								
			VPD	GODOY,RAYMON	*26			18:52:48				19:15:01

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/13/2021

Jurisdiction: VERNON

Last Date: 05/13/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210509543												
	RPT		05/13/2021	07:54:36	HPPD							
		902TR			STATE // SLAUSON, HUNTINGTON PARK							
			VPD	REDONA,BRYAN	*32E	07:55:34	07:55:35				07:55:57	
			VPD	LANDA,RAFAEL	43		07:55:55	07:58:32				08:25:19
20210509567												
	RPT		05/13/2021	12:05:32	CHP							
		902T			BANDINI BL // ATLANTIC BL, VERNON							
			VPD	LANDA,RAFAEL	*43	12:07:03	12:07:05				12:09:57	
			VPD	REDONA,BRYAN	32E		12:11:10	12:17:53				12:51:59
20210509568												
	RPT		05/13/2021	12:27:11	HIGH STAR TOYS							
		487R			2150 E 25TH, VERNON							
			VPD	VASQUEZ,LUIS	*40W	12:28:54	12:28:56	12:34:05				12:56:37
20210509590												
	1015		05/13/2021	18:30:23								
	CITE		PEDCK		1990 E 25TH, VERNON							
			VPD	LANDA,RAFAEL	*43			18:30:23				18:58:05

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/14/2021

Jurisdiction: VERNON

Last Date: 05/14/2021

Call Number	Disp	Ten	Received	Caller	Code	Complaint	Address	Unit Time				
								Dep	Officer	Unit	Dispatch	Enroute
20210509614												
	REPO		05/14/2021	04:46:29			CULINARY INTERNATIONAL					
	RPT		REPO				3280 E 44TH, VERNON					
				VPD		RECORDS BUREAU	*RECD			04:49:21		05:14:55
20210509629												
	REPO		05/14/2021	08:46:44			FARMER JOHN					
			REPO				3049 E VERNON AV, VERNON					
				VPD		RECORDS BUREAU	*RECD			08:53:12		09:26:49
20210509632												
	RPT		05/14/2021	09:35:07			ALEX GONZALEZ					
			MR60				E 37TH // IRVING, VERNON					
				VPD		CAM,PATRICK	*32E		09:38:21	09:43:36		09:59:07
				VPD		REDONA,BRYAN	31W		09:39:16	09:41:47		09:59:48
20210509643												
	RPT		05/14/2021	12:07:34			SWEETNER PRODUCTS					
	OR		901T				2321 E 38TH, VERNON					
				VPD		REDONA,BRYAN	*31W	12:08:50	12:09:04	12:09:33		12:45:09
				VPD		LANDA,RAFAEL	43		12:09:15	12:16:34		12:41:19
20210509648												
	RPT		05/14/2021	13:21:59			DEL THO INDUSTRIES					
			PLATE				6170 S BOYLE AV, VERNON					
				VPD		CAM,PATRICK	*32E	13:23:30	13:23:32	13:39:17		14:05:30
20210509652												
	RPT		05/14/2021	13:52:00			RAUL MACIEL					
			902T				E DISTRICT BL // LOMA VISTA AV, VERNON					
				VPD		CAM,PATRICK	*32E	14:05:33	14:05:33	14:17:47		15:05:39
20210509653												

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/14/2021

Jurisdiction: VERNON

Last Date: 05/14/2021

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210509653														
	RPT		05/14/2021	14:06:13	CARLITOS ANTOJITOS									
		594R			3634 S SOTO, VERNON S/A #2898									
				VPD	VASQUEZ,LUIS	*41	14:08:34	14:08:35	14:10:43					14:35:09
20210509661														
	CITY		05/14/2021	16:06:06	SERAFIN GONZALEZ									
	RPT	902T			BANDINI BL // SOTO, VERNON									
	CITE													
				VPD	REDONA,BRYAN	*31W	16:08:29	16:08:29	16:10:24					16:51:00
				VPD	CAM,PATRICK	32E		16:16:00	16:20:29					16:51:00
20210509665														
	RPT		05/14/2021	17:19:00	BNSF RAILWAY									
		901T			3770 E WASHINGTON BL, VERNON									
				VPD	VASQUEZ,LUIS	*41	17:47:09	17:47:10	17:55:28					18:49:49
				VPD	REDONA,BRYAN	31W		17:57:40	18:08:09			18:39:20		

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VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/15/2021

Jurisdiction: VERNON

Last Date: 05/15/2021

Call Number	Disp	Ten	Received	Caller								
		Code	Complaint	Address		Unit Time						
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210509692												
	RPT		05/15/2021	00:55:32								
		459VR		4330 E 26TH, VERNON								
			VPD	NEWTON,TODD	*41E			00:55:32				02:04:55
			VPD	GODOY,RAYMON	20W	00:55:34	00:55:35	01:02:02			01:05:27	
			VPD	ARANA,ANDRE	44E			01:05:33				02:04:56
20210509700												
	RPT		05/15/2021	03:48:34	CLW FOODS							
		273.5R		3425 E VERNON AV, VERNON								
			VPD	NEWTON,TODD	*41E	03:55:10	03:55:44	04:06:58				05:27:53
			VPD	GODOY,RAYMON	20W			04:22:01			04:46:40	
			VPD	FLORES,TERESA	38W	04:01:28	04:01:28	04:05:01				05:27:53
			VPD	ARANA,ANDRE	44E			04:22:07			04:46:43	
20210509712												
	RPT		05/15/2021	09:55:02								
		PLATE		E 49TH // CORONA AV, VERNON								
			VPD	CAM,PATRICK	*32W	09:55:26	09:55:28	09:59:17				10:25:17
20210509722												
	RPT		05/15/2021	14:18:18	T-Mobile USA 888-662-4662 opt 4							
	CITE		901T	S ATLANTIC BL // DISTRICT BL, VERNON								
			VPD	SALDANA,CARLO	*31E	14:19:54	14:19:57	14:21:08				15:28:42
			VPD	CAM,PATRICK	32W			14:21:12			15:10:09	
			VPD	VASQUEZ,LUIS	41	14:20:21	14:20:22	14:22:54				15:28:42
				MR C TOW	MR C TO	14:45:49	14:46:14	14:57:08				15:28:42
20210509732												
	1015		05/15/2021	17:53:12								
		DET		1611 LIVE OAK ST, HESPERIA								
			VPD	ENCINAS,ANTHOI	*5D31		17:53:12	19:05:49				22:45:06
			VPD	HERNANDEZ,EDV	5D32		17:53:21	19:05:48				22:45:06
20210509734												

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/15/2021

Jurisdiction: VERNON

Last Date: 05/15/2021

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210509734														
	RPT		05/15/2021	18:28:10	UNK									
			LOCATE		5801 RANDOLPH, COMMERCE									
				VPD	DISPATCH						18:28:42			18:44:51
20210509742														
	VREC		05/15/2021	21:20:22										
	RPT		REC		VIOLET ALLEY // 28TH, VERNON									
				VPD	LUCAS,JASON						21:20:22			23:47:33
				VPD	GODOY,RAYMON						21:25:32		21:41:18	
20210509746														
	1015		05/15/2021	23:04:35										
	RPT		PEDCK		BANDINI BL // SOTO, VERNON									
	CITE													
				VPD	FLORES,TERESA						23:04:35			00:15:13
				VPD	GODOY,RAYMON						23:04:38	23:04:39	00:09:08	

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/16/2021

Jurisdiction: VERNON

Last Date: 05/16/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210509770												
	RPT	05/16/2021	11:01:02	HPPD								
	1015	DPTAST		SLASON // ALAMEDA, VERNON								
			VPD	SALDANA,CARLO	*31W	11:04:23		11:05:58				13:16:42
			VPD	VILLEGAS,RICHA	26			11:13:54			13:11:27	
			VPD	MACIEL,CYNTHIA	32E	11:04:26		11:08:02			12:30:11	
			VPD	MANNINO,NICHOI	40E	11:04:41		11:08:04			11:58:55	
			VPD	VELASQUEZ,RICH	41	11:04:34		11:08:06			12:21:08	
20210509784												
	RPT	05/16/2021	16:05:19	AT&T MOBILITY 800 635 6840 4								
		211R		S ATLANTIC BL // DISTRICT BL, VERNON								
			VPD	MACIEL,CYNTHIA	*32E	16:07:58		16:11:38				17:17:15
			VPD	VILLEGAS,RICHA	26	16:08:01		16:11:43				17:17:14
			VPD	SALDANA,CARLO	31W	16:20:06		16:22:16				17:17:14
			VPD	MANNINO,NICHOI	40E			16:26:43				17:17:15
			VPD	DOCHERTY,MICH	43W			16:23:46				17:17:15

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/17/2021

Jurisdiction: VERNON

Last Date: 05/17/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210509809												
	RPT	05/17/2021	05:57:03	VERIZON WIRELESS 1-800-451-5242								
		20002R		BANDINI BL // SOTO, VERNON								
			VPD	LUCAS,JASON	*21E	05:59:48	06:00:10	06:02:25				06:40:38
									Department	OCA Number	RMS Juris	
									VPD	CR20210787	CA0197300	
20210509827												
	RPT	05/17/2021	08:27:23	WESTAIRE ENGINEERING								
		594R		5820 S ALAMEDA, VERNON								
			VPD	MANNINO,NICHOL	*32W	08:31:26	08:31:47	08:34:37				09:17:01
									Department	OCA Number	RMS Juris	
									VPD	CR20210788	CA0197300	
20210509830												
	SOW	05/17/2021	08:43:10	MDONALDS								
	ADV	SRMET		3737 S SOTO, VERNON								
	MET											
	RPT											
			VPD	FINO,MARCUS	*31W	08:43:41	08:44:17	08:47:51				11:25:15
			VPD	SALDANA,CARLO	26	08:43:48	08:44:15	08:47:09				08:53:15
			VPD	MACIEL,CYNTHIA	38E		08:44:33	08:47:49			10:13:28	08:53:15
			VPD	SWINFORD,PHILL	41			09:08:00			09:34:50	
			VPD	HERNANDEZ,MIG	43E			08:46:22			09:20:32	08:53:16
			VPD	VILLEGAS,RICHAR	XS			09:12:00			10:20:21	
20210509834												
	RPT	05/17/2021	10:33:48	LINEAGE								
		459VR		3269 E 44TH, VERNON								
			VPD	MADRIGAL,ALFOI	*2STOF							11:04:47
								10:41:00	Department	OCA Number	RMS Juris	
									VPD	CR20210790	CA0197300	
20210509836												
	RPT	05/17/2021	10:44:24	RELIABLE TAPE								
		594R		3300 E 50TH, VERNON								
			VPD	HERNANDEZ,MIG	*43E	10:46:00	10:46:24	10:53:34			10:59:55	
			VPD	MACIEL,CYNTHIA	38E		10:46:56	10:53:38				11:26:41
20210509838												

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/17/2021

Jurisdiction: VERNON

Last Date: 05/17/2021

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210509838														
	RPT	05/17/2021	10:57:53	GEORGE										
		459R		3336 E 50TH, VERNON										
			VPD	HERNANDEZ,MIG		*43E		11:00:08		11:03:57				11:56:54
			VPD	VILLEGAS,RICHA		XS				11:13:38				11:56:54
20210509842														
	SUP	05/17/2021	11:26:47	LINEAGE										
		140		3269 E 44TH, VERNON										
			VPD	MACIEL,CYNTHIA		*38E		11:29:21		11:31:26				11:51:30
			VPD	SWINFORD,PHILL		41				11:33:38				11:51:30
20210509849														
	RPT	05/17/2021	12:03:18	PRINCESS PAPER										
		ID THEFT RPT		4455 FRUITLAND AV, VERNON										
			VPD	FINO,MARCUS		*31W		12:05:27				12:07:54		
			VPD	MANNINO,NICHOI		32W		12:07:50		12:11:31				12:56:42
20210509853														
	SUP	05/17/2021	13:12:29											
		140		4305 S SANTA FE AV, VERNON										
			VPD	MACIEL,CYNTHIA		*38E				13:12:29		13:51:05		
20210509863														
	1015	05/17/2021	14:23:25											
	VOID	DET		5000 SLAUSON AV AVE, VERNON										
	RPT													
			VPD	REYNA,JOSE S		*5D23				14:25:08		16:15:11		
			VPD	SALDANA,CARLO		26		15:00:48		15:09:39		15:23:15		
			VPD	FINO,MARCUS		31W				15:22:40		15:41:06		
			VPD	MANNINO,NICHOI		32W				14:43:41		16:41:28		
			VPD	MACIEL,CYNTHIA		38E				15:04:38	15:08:49	15:41:51		
			VPD	SWINFORD,PHILL		41		14:38:06		14:43:27		16:53:12		
			VPD	HERNANDEZ,MIG		43E		15:06:17		15:08:53		16:33:57		
			VPD	HERRERA,GUSTAF		5D30				15:17:55		16:15:19		

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/17/2021

Jurisdiction: VERNON

Last Date: 05/17/2021

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210509863														
1015		05/17/2021	14:23:25											
VOID		DET		5000 SLAUSON AV AVE, VERNON										
RPT														
				VPD	ENCINAS,ANTHOI	5D31				14:25:12			16:15:22	
				VPD	VELEZ,MARISSA	5D34				14:25:16				17:18:58
				VPD	OURIQUE,CARLO	5D35				14:25:19				17:18:58
20210509886														
VS		05/17/2021	22:21:52	BELL POLICE										
		WELCK		5300 BANDINI BL, VERNON										
				VPD	ZOZAYA,OSCAR	*40E		22:22:15	22:26:49					23:02:46

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/18/2021

Jurisdiction: VERNON

Last Date: 05/18/2021

Call Number	Disp	Ten	Received	Caller										
		Code	Complaint	Address	Unit Time									
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp		
20210509898														
	RPT	05/18/2021	05:37:57	JENNIFER GALVAN										
	VS	901T		E 38TH // ALAMEDA, VERNON					Department VPD	OCA Number CR20210796	RMS Juris CA0197300			
	OR													
			VPD	CERDA,PAUL,JR	*43W	05:39:21	05:39:22	05:41:13				06:39:26		
			VPD	LUCAS,JASON	21			06:23:50				06:39:25		
			VPD	ZOZAYA,OSCAR	40E		05:40:17	05:42:54				06:39:26		
20210509916														
	RPT	05/18/2021	08:57:51	WEST COAST CLOSEOUT										
		GTAR		4310 MAYWOOD AV, VERNON					Department VPD	OCA Number CR20210797	RMS Juris CA0197300			
			VPD	SWINFORD,PHILL	*43	08:59:55					09:01:27			
			VPD	MANNINO,NICHOI	31E			09:23:48			09:36:37			
			VPD	MACIEL,CYNTHIA	38W		09:01:22	09:07:03				09:53:53		
20210509918														
	RPT	05/18/2021	09:08:54	CARLOS										
		902T		S BOYLE AV // LEONIS BL, VERNON					Department VPD	OCA Number CR20210798	RMS Juris CA0197300			
			VPD	SWINFORD,PHILL	*43	09:10:21	09:10:28	09:12:13				09:47:51		
			VPD	FINO,MARCUS	26E		09:15:31				09:15:43			
			VPD	MANNINO,NICHOI	31E		09:13:14				09:15:47			
			VPD	HERNANDEZ,MIG	41W		09:11:09	09:12:28				09:47:50		
20210509921														
	1015	05/18/2021	09:33:45											
	RPT	WARRANT		4305 S SANTA FE AV, VERNON										
			VPD	OURIQUE,CARLO	*5D35			09:33:45				10:16:29		
			VPD	HERNANDEZ,EDV	5D32			09:54:06				10:16:29		
20210509928														
	RPT	05/18/2021	10:18:26	T-Mobile USA 888-662-4662 opt 4										
		901T		5124 PACIFIC BL, VERNON					Department VPD	OCA Number CR20210799	RMS Juris CA0197300			
			VPD	MACIEL,CYNTHIA	*38W		10:19:25	10:20:31				11:40:52		
			VPD	FINO,MARCUS	26E			10:36:39			10:52:41			

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/18/2021

Jurisdiction: VERNON

Last Date: 05/18/2021

Call Number	Disp	Ten	Received	Caller	Unit Time					
			Code	Complaint	Address					
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive
										Remove
										Comp
20210509928										
	RPT		05/18/2021		T-Mobile USA 888-662-4662 opt 4					
			901T		5124 PACIFIC BL, VERNON					
				VPD	HERNANDEZ,MIG	41W	10:20:52	10:23:34		11:26:20
				VPD	HERRERA,GUSTAF	5D30		10:54:26		11:30:24
				VPD	VELEZ,MARISSA	5D34		11:10:35		11:30:24
20210509938										
	RPT		05/18/2021		YUN EXPRESS					
			487R		5215 S BOYLE AV, VERNON					
				VPD	FINO,MARCUS	*26E	11:50:38	11:57:17		12:49:43
				VPD	HERNANDEZ,MIG	41W	12:04:05	12:07:02		12:11:24
20210509944										
	RPT		05/18/2021							
			415		4611 52D DR, VERNON					
				VPD	MANNINO,NICHOL	*31E		12:37:39		12:47:39
20210509946										
	RPT		05/18/2021		NIGHTLIFE DECOR					
	1015		594		4580 E 49TH, VERNON					
	CITE									
				VPD	MADRIGAL,ALFOI	*40	12:46:56	12:49:17	12:52:49	13:23:21
				VPD	FINO,MARCUS	26E		12:49:48	13:22:44	13:56:09
				VPD	MANNINO,NICHOL	31E		12:48:06	12:50:43	13:56:09
				VPD	MACIEL,CYNTHIA	38W		12:48:29	12:51:13	13:21:41
				VPD	HERNANDEZ,MIG	41W		12:48:08	12:55:04	13:38:49
				VPD	SWINFORD,PHILL	43		12:48:10	12:54:30	13:56:10
20210509947										
	RPT		05/18/2021		JENNIFER					
			ID THEFT		4305 S SANTA FE AV, VERNON					
				VPD	MACIEL,CYNTHIA	*38W	13:21:41	13:21:51	13:35:04	14:12:31

VERNON POLICE DEPARTMENT
Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/18/2021

Last Date: 05/18/2021

Call Number	Disp	Ten Code	Received Complaint	Caller Address		Unit Time							
				Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210509947													
	RPT		05/18/2021 ID THEFT	13:00:08	JENNIFER 4305 S SANTA FE AV, VERNON					Department VPD VPD		OCA Number CR20210802 CR20210803	RMS Juris CA0197300 CA0197300
				VPD	HERNANDEZ,MIG	41W		13:49:19					14:12:32
20210509954													
	RPT		05/18/2021 484R	15:09:59	PAPA CANTELLAS 3341 E 50TH, VERNON					Department VPD		OCA Number CR20210804	RMS Juris CA0197300
				VPD	FINO,MARCUS	*26E	15:11:26	15:11:46	15:20:40			16:30:58	
20210509962													
	RPT		05/18/2021 GTAR	16:40:12	ALEJANDRA FASHION 6152 S BOYLE AV, VERNON					Department VPD		OCA Number CR20210806	RMS Juris CA0197300
				VPD	FINO,MARCUS	*26E		16:42:22				16:42:50	
				VPD	MADRIGAL,ALFOI	40		16:44:15	16:55:06				17:36:31
				VPD	SWINFORD,PHILL	43		16:42:47				16:55:37	
20210509963													
	RPT		05/18/2021 484R	16:44:35	KOOLER AIR CONDITIONER 4724 E 26TH, VERNON					Department VPD		OCA Number CR20210805	RMS Juris CA0197300
				VPD	FINO,MARCUS	*26E		16:44:52					17:07:42
20210509970													
	RPT		05/18/2021 240R	18:20:40	AXEX INC 5455 S BOYLE AV, VERNON					Department VPD		OCA Number CR20210807	RMS Juris CA0197300
				VPD	FINO,MARCUS	*26E		18:23:57	18:25:28			19:01:35	
				VPD	STEVENSON,KEN	22E			19:13:32				19:44:21
				VPD	MANNINO,NICHOI	31E			18:27:52			19:13:12	
				VPD	MACIEL,CYNTHIA	38W		18:36:35	18:41:14			18:54:14	
				VPD	MADRIGAL,ALFOI	40		18:24:36	18:34:32				19:44:21
				VPD	HERNANDEZ,MIG	41W		18:24:43	18:29:15			19:08:46	
				VPD	SWINFORD,PHILL	43		18:36:37	18:39:30			19:17:02	

VERNON POLICE DEPARTMENT
Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/19/2021

Last Date: 05/19/2021

Call Number	Disp	Ten	Received	Caller	Address	Unit Time					
						Dep	Officer	Unit	Dispatch	Enroute	OnScene
20210509996											
	RPT		05/19/2021	07:05:02	HOFFY						
			459R		3615 E VERNON AV, VERNON						
				VPD		*40E		07:12:12			08:18:44
				VPD	SWINFORD,PHILL	44E	07:49:32	07:54:21		08:13:04	
20210510008											
	RPT		05/19/2021	10:29:53	LAPD NEWTON						
			911A		S ALAMEDA // 25TH, VERNON						
				VPD	HERNANDEZ,MIG	*40E	10:31:15	10:31:31	10:47:13	10:32:18	11:25:01
				VPD	FINO,MARCUS	31W		10:32:15	10:36:48		11:25:01
				VPD	LANDA,RAFAEL	XS		11:03:59	11:13:12		11:25:02
20210510036											
	REPO		05/19/2021	15:37:16	LA CLOSEOUT						
			REPO		5604 S SOTO, VERNON						
				VPD	RECORDS BURE/	*RECD		16:29:30			16:32:11
20210510037											
	1015		05/19/2021	15:42:01	LAPD-77TH DIV						
			WARRANT		7600 BROADWAY, VERNON						
				VPD	VASQUEZ,LUIS	*41W	15:44:00	16:28:10		15:51:49	17:58:45
20210510043											
	RPT		05/19/2021	16:49:09	AMERICAN COVER DESIGN						
			GTAR		2131 E 52D, VERNON						
				VPD	HERNANDEZ,MIG	*40E	16:54:43	16:59:15			18:02:43
20210510047											
	VI		05/19/2021	19:24:48							
	RPT		TRAFFIC STOP		DOWNEY RD // LEONIS BL, VERNON						
				VPD	CROSS,JEREMY	*S4		19:24:48			20:11:19
				VPD	CERDA,EUGENIO	41		19:26:28		20:03:24	
				VPD	MARTINEZ,GABRI	S5		19:24:51		20:03:33	

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/20/2021

Jurisdiction: VERNON

Last Date: 05/20/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210510083												
	RPT	05/20/2021	10:46:33AM	VERIZON WIRELESS 1-800-451-5242								
		901T		2845 E 26TH, VERNON								
			VPD	VASQUEZ,LUIS	*43	10:49:02A	10:51:22A					11:32:16AM
			VPD	REDONA,BRYAN	32E	10:55:19A	10:59:41A				11:13:31A	
			VPD	CAM,PATRICK	40W	10:49:32A	10:51:57A					11:32:16AM
20210510091												
	RPT	05/20/2021	1:48:52PM	PROJECT ONE APPAREL								
		20002R		2910 S ALAMEDA, VERNON								
			VPD	CAM,PATRICK	*40W	1:51:57F	1:51:58PM	2:06:18PM			4:17:35PI	2:55:17PM
20210510094												
	RPT	05/20/2021	2:02:31PM	CITY OF VERNON								
	CITY	594R		4305 S SANTA FE AV, VERNON								
			VPD	VASQUEZ,LUIS	*43	2:02:58F	2:02:59PM	2:03:03PM				2:17:17PM
20210510103												
	VREC	05/20/2021	7:13:24PM	CITY WIDE TOW								
		LOCATE		6100 PALM AVE, LOS ANGELES								
			VPD	RECORDS BUREAU	*RECD			7:13:46PM				7:25:30PM

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/21/2021

Jurisdiction: VERNON

Last Date: 05/21/2021

Call Number	Disp	Ten	Received	Caller	Unit Time								
		Code	Complaint	Address	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp	
20210510121													
	RPT	05/21/2021	6:37:18AM	RON HERMOSA									
		417R		BANDINI BL // SUNOL DR, VERNON									
			VPD	CAM,PATRICK	*32E	6:44:25A	6:52:57AM	7:04:35AM			8:21:32AI	12:13:57PM	
			VPD	VASQUEZ,LUIS	40		7:43:46AM	8:21:12AM			11:36:37A		
				MR C TOW	MR C TO	10:45:32A	10:45:51AM	10:56:08AM			11:36:41A		
20210510122													
	RPT	05/21/2021	6:49:30AM	JUAN CHAVEZ									
		902T		3030 S ATLANTIC BL, VERNON									
			VPD	VASQUEZ,LUIS	*40		6:53:39AM	7:11:18AM				7:37:40AM	
20210510123													
	CKOK	05/21/2021	7:03:19AM	E & R UNLIMITED									
	VOID	911A		3000 S SANTA FE AV, VERNON S/A B									
			VPD	REDONA,BRYAN	*26W		7:05:52AM	7:09:14AM				7:21:01AM	
			VPD	LANDA,RAFAEL	41		7:06:05AM	7:10:28AM				7:21:01AM	
20210510126													
	RPT	05/21/2021	8:29:02AM	T-Mobile USA 888-662-4662 opt 4									
	VS	901		FRUITLAND AV // SANTA FE AV, VERNON									
			VPD	REDONA,BRYAN	*26W		8:29:51AM	8:31:03AM			8:46:03AI	10:15:12AM	
			VPD	CAM,PATRICK	32E		8:32:09AM	8:39:44AM			9:50:18AI		
			VPD	LANDA,RAFAEL	41		8:31:48AM				8:36:28AI		
				USTOW	US TOW	8:45:52A	8:46:09AM	8:56:33AM				10:15:12AM	
20210510128													
	RPT	05/21/2021	9:03:25AM	SCHWIMMER DRAPERY									
		A459R		2245 E 38TH, VERNON									
			VPD	LANDA,RAFAEL	*41		9:06:45AM	9:18:26AM				9:52:07AM	
20210510132													
	RPT	05/21/2021	9:58:46AM										
		594		2716 LEONIS BL, VERNON									

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/21/2021

Jurisdiction: VERNON

Last Date: 05/21/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210510132												
	RPT		05/21/2021	9:58:46AM								
		594			2716 LEONIS BL, VERNON							
			VPD	CAM,PATRICK	*32E		10:02:22A	10:07:05A			10:46:39A	
									Department VPD	OCA Number CR20210821	RMS Juris CA0197300	
20210510137												
	RPT		05/21/2021	2:16:56PM	POPCORNOPOLIS							
		484R			3200 E SLAUSON AV, VERNON							
			VPD	VASQUEZ,LUIS	*40	2:21:08F	2:21:16PM	2:23:24PM				3:11:16PM
									Department VPD	OCA Number CR20210822	RMS Juris CA0197300	
20210510155												
	RPT		05/21/2021	7:22:46PM								
	1015		PEDCK		1935 E 55TH, VERNON							
	CITE											
			VPD	FLORES,TERESA	*20W			7:22:48PM			7:56:32PI	
			VPD	REDONA,BRYAN	26W	7:23:12F					7:24:00PI	
			VPD	GODOY,RAYMON	41E		7:23:58PM	7:26:24PM			7:53:56PI	
			VPD	NEWTON,TODD	43E	7:55:58F					7:55:59PI	
20210510157												
	RPT		05/21/2021	7:53:37PM	T-Mobile USA 888-662-4662 opt 4							
		901T			S ATLANTIC BL // BANDINI BL, VERNON							
			VPD	GODOY,RAYMON	*41E	7:54:23F	7:54:27PM	7:59:51PM				8:31:28PM
			VPD	NEWTON,TODD	43E		7:56:02PM	7:56:37PM				8:31:28PM
									Department VPD	OCA Number CR20210824	RMS Juris CA0197300	
20210510161												
	RPT		05/21/2021	8:28:09PM								
	RPT		DUI CKPT		S SOTO // 37TH, VERNON							
			VPD	ESTRADA,IGNACI	*S3			8:28:11PM			9:18:58PI	
			VPD	HERRERA,GUSTAF	S6			9:18:55PM			10:04:47P	3:34:24AM
									Department VPD	OCA Number CR20210825	RMS Juris CA0197300	
									Department VPD	OCA Number CR20210828	RMS Juris CA0197300	
20210510203												

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

<i>Jurisdiction:</i>		VERNON		<i>First Date:</i>		05/21/2021		<i>Last Date:</i>		05/21/2021		
<i>Call Number</i>	<i>Disp</i>	<i>Ten</i>	<i>Received</i>	<i>Caller</i>								
		<i>Code</i>	<i>Complaint</i>	<i>Address</i>		<i>Unit Time</i>						
			<i>Dep</i>	<i>Officer</i>	<i>Unit</i>	<i>Dispatch</i>	<i>Enroute</i>	<i>OnScene</i>	<i>Depart</i>	<i>Arrive</i>	<i>Remove</i>	<i>Comp</i>
20210510203												
	1015		05/21/2021	11:42:39PM								
	RPT		DUITRAFFIC	2600 S SOTO, VERNON								
	CITE											
			VPD	OURIQUE,CARLO		*3L7		11:42:39PM		12:02:58AM		
			VPD	MADRIGAL,ALFOI		1T8		11:43:50PM		12:02:58AM		

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/22/2021

Jurisdiction: VERNON

Last Date: 05/22/2021

Call Number	Disp	Ten	Received	Caller										
		Code	Complaint	Address	Unit Time									
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp		
20210510211														
	RPT	05/22/2021	1:01:13AM											
	VI	VCK		5740 ANDERSON, VERNON					Department VPD	OCA Number CR20210827	RMS Juris CA0197300			
	CITE													
			VPD	ARANA,ANDRE	*26W			1:01:13AM			3:34:03AI			
			VPD	FLORES,TERESA	20W			1:01:16AM			2:15:54AI			
20210510218														
	VS	05/22/2021	4:02:50AM											
	RPT	VCK		5580 S ALAMEDA, VERNON					Department VPD	OCA Number CR20210829	RMS Juris CA0197300			
			VPD	FLORES,TERESA	*20W			4:02:51AM				5:33:07AM		
			VPD	NEWTON,TODD	43E	4:04:51A	4:04:51AM	4:17:52AM			4:50:38AI			
20210510229														
	CITY	05/22/2021	11:22:51AM	CITY OF VERNON CITY HALL										
	RPT	594R		4305 S SANTA FE AV, VERNON					Department VPD	OCA Number CR20210830	RMS Juris CA0197300			
			VPD	DOCHERTY,MICH	*41	11:24:11A	11:24:12AI	11:27:02AI			11:53:37A			
			VPD	CAM,PATRICK	40W		11:24:40AI	11:34:04AI				11:57:14AM		
20210510234														
	VREC	05/22/2021	12:06:35PM	DUNN EDWARDS										
		REC		5837 S DISTRICT BL, VERNON					Department VPD	OCA Number CR20210831	RMS Juris CA0197300			
			VPD	DOCHERTY,MICH	*41	12:17:10P	12:17:11PI	12:31:18PI			12:37:27P			
			VPD	SALDANA,CARLO	26E	12:18:20P	12:18:21PI	12:22:27PI				1:12:57PM		
20210510235														
	RPT	05/22/2021	12:34:13PM	SL HOME FASHIONS										
		422		5601 DOWNEY RD, VERNON					Department VPD	OCA Number CR20210832	RMS Juris CA0197300			
			VPD	DOCHERTY,MICH	*41	12:37:28P	12:37:29PI	1:09:12PM				1:35:41PM		
20210510245														
	1015	05/22/2021	4:17:40PM	HPPD										
	RPT	20002		S SANTA FE AV // 57TH, VERNON					Department VPD	OCA Number CR20210833	RMS Juris CA0197300			
			VPD	SALDANA,CARLO	*26E	4:18:28P	4:18:28PM	4:32:05PM			5:21:51PI			

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

<i>Jurisdiction:</i>		VERNON		<i>First Date:</i>		05/22/2021		<i>Last Date:</i>		05/22/2021		
<i>Call Number</i>	<i>Disp</i>	<i>Ten</i>	<i>Received</i>	<i>Caller</i>								
		<i>Code</i>	<i>Complaint</i>	<i>Address</i>		<i>Unit Time</i>						
			<i>Dep</i>	<i>Officer</i>	<i>Unit</i>	<i>Dispatch</i>	<i>Enroute</i>	<i>OnScene</i>	<i>Depart</i>	<i>Arrive</i>	<i>Remove</i>	<i>Comp</i>
20210510245												
	1015		05/22/2021	4:17:40PM	HPPD							
	RPT		20002		S SANTA FE AV // 57TH, VERNON							
				VPD	CAM,PATRICK	40W	4:19:10PM	4:32:00PM				6:18:42PM
* Denotes Primary Unit												

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/23/2021

Jurisdiction: VERNON

Last Date: 05/23/2021

Call Number	Disp	Ten	Received	Caller									
		Code	Complaint	Address		Unit Time							
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp	
20210510269													
	RPT	05/23/2021	12:34:18AM										
	MET	WELCK		2828 S ALAMEDA, VERNON					Department VPD	OCA Number CR20210834	RMS Juris CA0197300		
			VPD	FLORES,TERESA	*20			12:34:27A				2:55:34AM	
			VPD	ARANA,ANDRE	44E	12:34:50/	12:34:50A	12:37:16A			1:31:28A		
20210510273													
	VS	05/23/2021	1:43:06AM	CLASSIC CONCEPTS									
	RPT	925		2600 AYERS AV, VERNON					Department VPD	OCA Number CR20210835	RMS Juris CA0197300		
			VPD	ARANA,ANDRE	*44E	1:44:21A	1:44:45AM	1:49:24AM				2:34:20AM	
			VPD	GODOY,RAYMON	41W	1:44:22A	1:44:56AM	1:49:25AM				2:34:20AM	
				MR C TOW	MR C TO	2:05:38A	2:05:39AM	2:15:10AM				2:34:21AM	
20210510302													
	RPT	05/23/2021	1:54:12PM										
	VREC	REC		4900 LOMA VISTA AV, VERNON					Department VPD	OCA Number CR20210836	RMS Juris CA0197300		
			VPD	VILLEGAS,RICHA	*41	1:55:50F	1:56:13PM				1:56:35PI		
			VPD	MANNINO,NICHO	40E		1:56:33PM	1:57:50PM				3:56:51PM	
20210510305													
	RPT	05/23/2021	3:13:03PM										
	VREC	REC		2020 E 25TH, VERNON					Department VPD	OCA Number CR20210837	RMS Juris CA0197300		
			VPD	SALDANA,CARLO	*26W			3:13:03PM				3:58:14PM	
				USTOW	US TOW	3:21:58F	3:30:32PM	3:37:13PM				3:58:14PM	
20210510317													
	RPT	05/23/2021	7:48:29PM										
	SOW	MISPLOCATE		S SOTO // BANDINI BL, VERNON					Department VPD	OCA Number CR20210838	RMS Juris CA0197300		
			VPD	ARANA,ANDRE	*26W		7:49:23PM	7:51:52PM			8:48:29PI		
			VPD	NEWTON,TODD	44		7:49:57PM	7:51:54PM			8:36:10PI		
20210510325													
	VREC	05/23/2021	9:24:54PM										
	RPT	REC		E 26TH // SOTO, VERNON					Department VPD	OCA Number CR20210839	RMS Juris CA0197300		

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/23/2021

Jurisdiction: VERNON

Last Date: 05/23/2021

Call Number	Disp	Ten	Received	Caller		Unit Time							
		Code	Complaint	Address		Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210510325													
	VREC		05/23/2021	9:24:54PM									
	RPT		REC	E 26TH // SOTO, VERNON									
				VPD	NEWTON,TODD	*44			9:24:54PM			10:11:12P	
				VPD	ZOZAYA,OSCAR	31E		9:24:56PM				9:33:22PI	
					MR C TOW	MR C TO	9:33:25F	9:33:25PM	9:46:49PM			10:11:15P	
20210510327													
	VREC		05/23/2021	9:42:46PM									
	RPT		REC	3200 E WASHINGTON BL, VERNON									
				VPD	ZOZAYA,OSCAR	*31E			9:42:46PM				10:41:05PM
					USTOW	US TOW	9:52:09F	9:52:09PM	10:01:23PI				10:41:06PM

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/24/2021

Jurisdiction: VERNON

Last Date: 05/24/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210510337												
	1015		05/24/2021	00:08:18								
	RPT		925		3655 S SOTO, VERNON							
				VPD	ARANA,ANDRE	*26W	00:09:24	00:10:33			01:04:13	
				VPD	ZOZAYA,OSCAR	31E	00:09:25	00:13:47				01:11:23
				VPD	NEWTON,TODD	44		00:18:45				01:11:23
20210510382												
	RPT		05/24/2021	10:23:13	ARAMARK							
			487R		5950 ALCOA AV, VERNON							
				VPD	MANNINO,NICHOI	*40E	10:24:05	10:24:23	10:35:10			11:24:36
				VPD	HERNANDEZ,MIG	44E		10:25:42	10:30:15			11:24:36
20210510409												
	RPT		05/24/2021	14:50:15								
			484R		5699 S DISTRICT BL, VERNON							
				VPD	SWINFORD,PHILL	*43	14:53:25	14:53:37	15:18:40			15:26:11
20210510414												
	RPT		05/24/2021	16:31:21	SALAD FARM							
			594R		3600 S SOTO, VERNON							
				VPD	HERNANDEZ,MIG	*44E	16:33:24				16:33:58	
				VPD	MANNINO,NICHOI	40E		16:33:55	16:35:54			16:49:33
20210510416												
	RPT		05/24/2021	16:39:42	1 PLUS 1							
			GTAR		4800 E DISTRICT BL, VERNON							
				VPD	SALDANA,CARLO	*32W	16:44:52	17:02:31	17:09:42		18:32:47	
20210510419												
	RPT		05/24/2021	17:29:41								
			GTAR		4615 ALCOA AV, VERNON							
				VPD	SWINFORD,PHILL	*43	17:31:11	17:31:20			17:34:25	
				VPD	HERNANDEZ,MIG	44E			17:34:23		18:40:33	

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

<i>Jurisdiction:</i>		VERNON		<i>First Date:</i>		05/24/2021		<i>Last Date:</i>		05/24/2021		
<i>Call Number</i>	<i>Disp</i>	<i>Ten</i>	<i>Received</i>	<i>Caller</i>								
		<i>Code</i>	<i>Complaint</i>	<i>Address</i>		<i>Unit Time</i>						
			<i>Dep</i>	<i>Officer</i>	<i>Unit</i>	<i>Dispatch</i>	<i>Enroute</i>	<i>OnScene</i>	<i>Depart</i>	<i>Arrive</i>	<i>Remove</i>	<i>Comp</i>
20210510422												
	VREC		05/24/2021	18:36:54	KV CUTTING AND FUSING							
			REC		4770 E 48TH, VERNON							
			VPD	HERNANDEZ,MIG	*44E	18:42:22		18:48:27			19:22:54	
			VPD	SALDANA,CARLO	32W			18:50:48			18:53:34	
20210510424												
	1015		05/24/2021	20:57:47								
	RPT		TRAFFIC STOP		S SANTA FE AV // 26TH, VERNON							
	VI											
			VPD		*21			20:57:48				22:08:32
			VPD	CERDA,EUGENIO	41W	20:57:51		21:00:31				22:08:32
			VPD	CROSS,JEREMY	S4			21:20:30				22:08:33

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/25/2021

Jurisdiction: VERNON

Last Date: 05/25/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210510443												
	RPT	05/25/2021	04:43:31	CHP								
	VS	901T		S ATLANTIC BL // BANDINI BL, VERNON								
	CITY											
			VPD	CERDA,PAUL,JR	*44E	04:44:12	04:44:35	04:48:30				05:59:45
			VPD	LUCAS,JASON	21			05:13:41			05:23:18	
			VPD	ZOZAYA,OSCAR	40		04:44:43	04:53:51				05:59:44
			VPD	CERDA,EUGENIO	41W		04:44:59	04:49:49				05:59:45
20210510446												
	RPT	05/25/2021	06:00:51									
		902T		BANDINI BL // ATLANTIC BL, VERNON								
			VPD	CERDA,EUGENIO	*41W	06:03:14	06:03:28	06:13:28				07:04:33
20210510447												
	RPT	05/25/2021	06:20:34	KAL PLASTICS								
		459R		2050 E 48TH, VERNON								
			VPD	ZOZAYA,OSCAR	*40	06:22:37	06:22:43	06:28:13			06:57:38	
			VPD	MANNINO,NICHOL	32E		07:10:57				07:12:14	
			VPD	SWINFORD,PHILL	43W			07:11:02				07:21:25
			VPD	CERDA,PAUL,JR	44E		06:28:05	06:30:56				07:21:26
20210510472												
	VREC	05/25/2021	10:51:03	LASO								
		LOCATE		3622 AGNES, LYNWOOD								
			VPD	RECORDS BUREAU	*RECD			11:45:43				11:46:10
20210510484												
	RPT	05/25/2021	12:15:23									
		MR60		E ST // BALL RD, ANAHEIM								
			VPD	GAYTAN,LORENZ	*5D41			12:16:03				12:17:07
20210510490												

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/25/2021

Jurisdiction: VERNON

Last Date: 05/25/2021

Call Number	Disp	Ten	Received	Caller			Unit Time							
		Code	Complaint	Address			Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp	
20210510490														
	RPT		05/25/2021	13:24:48	POL									
			594R		4920 S SOTO, VERNON									
				VPD	FINO,MARCUS		*31E	13:27:20	13:27:35	13:28:18				13:46:17
20210510497														
	RPT		05/25/2021	14:49:18	JOHN BUTLER									
			902T		S SANTA FE AV // PACIFIC BL, VERNON									
				VPD	HERNANDEZ,MIG		*40W	14:50:21	14:50:37	14:54:43				15:32:17
				VPD	FINO,MARCUS		31E			14:53:14				15:32:16
				VPD	MANNINO,NICHOI		32E			14:51:30				15:32:17
20210510505														
	VREC		05/25/2021	17:08:42										
			REC		CORONA AV // FRUITLAND AV, VERNON									
				VPD	FINO,MARCUS		31E			17:10:03				17:35:34
20210510513														
	RPT		05/25/2021	18:52:42										
			DPTAST		6818 CEDAR, VERNON									
				VPD	FINO,MARCUS		*31E		18:52:52	18:56:41		19:13:09		
				VPD			22E		18:57:18	19:12:31				20:29:43
				VPD	MANNINO,NICHOI		32E		18:52:54	18:56:40		19:25:32		
				VPD	CROSS,JEREMY		S4			18:59:58		20:14:20		
				VPD	MARTINEZ,GABRI		S5			18:59:59		20:14:23		
20210510530														
	RPT		05/25/2021	23:55:20	CITY HALL									
			594		SANTA FE//PACIFIC, VERNON									
				VPD	CERDA,EUGENIO		*40	23:56:12	23:56:13	23:58:42				00:53:42
				VPD	STEVENSON,KEN		22E			23:59:28		00:31:38		
				VPD	CERDA,PAUL,JR		41W	23:56:44	23:57:30	00:06:51				00:53:42

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

<i>Jurisdiction:</i>		VERNON		<i>First Date:</i>		05/26/2021		<i>Last Date:</i>					05/26/2021	
<i>Call Number</i>	<i>Disp</i>	<i>Ten</i>	<i>Received</i>	<i>Caller</i>		<i>Unit Time</i>								
		<i>Code</i>	<i>Complaint</i>	<i>Address</i>		<i>Dispatch</i>	<i>Enroute</i>	<i>OnScene</i>	<i>Depart</i>	<i>Arrive</i>	<i>Remove</i>	<i>Comp</i>		
			<i>Dep</i>	<i>Officer</i>	<i>Unit</i>									
20210510538														
	RPT		05/26/2021	07:11:56	VERNON ELEMENTARY									
		20002R			PACIFIC BL // SANTA FE AV, VERNON									
				VPD		*32W	07:15:14					08:23:09		
				VPD	HERNANDEZ,MIG	40E			07:16:05					
				VPD	VASQUEZ,LUIS	43		08:10:05	07:19:15		07:40:14			
											08:10:10			
20210510541														
	RPT		05/26/2021	08:06:58	IVAN VILLEGAS									
	VS		901TR		2610 E 37TH, VERNON									
	OR													
				VPD	VASQUEZ,LUIS	*43		08:10:14	08:10:21			09:01:22		
				VPD	HERNANDEZ,MIG	40E			08:13:26			09:01:21		
20210510552														
	RPT		05/26/2021	13:55:13	DALE MILLER TRANSPORT									
	1015		911A		3180 BANDINI BL, VERNON									
				VPD	VASQUEZ,LUIS	*43	13:57:10		14:05:25			15:10:31		
				VPD	HERNANDEZ,MIG	40E	14:05:31		14:07:13			15:10:30		
20210510562														
	RPT		05/26/2021	16:44:12	SONIA									
		314			2828 S ALAMEDA, VERNON									
				VPD	FINO,MARCUS	*32W	16:47:31		16:48:25			18:33:26		
				VPD	RAMOS,JOSE	44	16:47:33		16:51:59		17:30:27			

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/27/2021

Jurisdiction: VERNON

Last Date: 05/27/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210510583												
	RPT		05/27/2021	00:25:37	GOLDEN WEST							
	1015		484		4401 DOWNEY RD, VERNON				Department VPD	OCA Number CR20210863	RMS Juris CA0197300	
	VS											
				VPD	SALDANA,CARLO	*40E	00:28:33	00:29:10	00:37:57		02:41:58	
				VPD	CERDA,PAUL,JR	41	00:28:35	00:29:14	00:38:57		02:39:50	
				VPD	CROSS,JEREMY	S4			00:48:05		02:39:52	
				VPD	MARTINEZ,GABRI	S5			00:48:03		02:39:54	
20210510600												
	VI		05/27/2021	09:32:52								
	RPT		LPR		BANDINI BL // SIERRA PINE AV, VERNON				Department VPD	OCA Number CR20210864	RMS Juris CA0197300	
				VPD	CAM,PATRICK	*20W		09:35:21	09:41:49		10:10:01	
				VPD	FINO,MARCUS	2Z8		09:35:28	09:45:40			10:27:14
				VPD	VASQUEZ,LUIS	41			09:36:19		10:16:31	
				VPD	REDONA,BRYAN	43E		09:35:52	09:36:16			10:27:14
20210510614												
	RPT		05/27/2021	12:30:06	UNK							
			901TR		5801 ALCOA AV, VERNON				Department VPD	OCA Number CR20210865	RMS Juris CA0197300	
				VPD	REDONA,BRYAN	*43E		12:31:53	12:35:33			13:11:17
				VPD	VASQUEZ,LUIS	41		12:38:23			12:39:24	
				VPD	LANDA,RAFAEL	44		12:42:59				13:11:17
20210510617												
	RPT		05/27/2021	14:07:41	ALMA BUSTMANTE							
			902T		E SLAUSON AV // ALCOA AV, VERNON				Department VPD	OCA Number CR20210866	RMS Juris CA0197300	
				VPD	REDONA,BRYAN	*43E	14:09:40	14:09:41	14:16:37			15:04:20
				VPD	VASQUEZ,LUIS	41		14:19:09	14:27:48			15:04:19
20210510619												
	RPT		05/27/2021	15:12:40	TAPATIO							
			902T		4713 E DISTRICT BL, VERNON				Department VPD	OCA Number CR20210867	RMS Juris CA0197300	
				VPD	REDONA,BRYAN	*43E	15:14:02	15:14:03	15:21:58			16:49:36

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/27/2021

Jurisdiction: VERNON

Last Date: 05/27/2021

Call Number	Disp	Ten	Received	Caller	Unit Time								
		Code	Complaint	Address									
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp	
20210510619													
	RPT		05/27/2021	15:12:40	TAPATIO								
			902T		4713 E DISTRICT BL, VERNON								
				VPD	VASQUEZ,LUIS	41	15:28:34	15:32:55			15:58:31		
20210510628													
	RPT		05/27/2021	18:41:35	ARLENE								
			20002R		PACIFIC BL // SANTA FE AV, VERNON								
				VPD		*41W	18:49:58	18:51:18	19:02:31				20:01:05

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/28/2021

Jurisdiction: VERNON

Last Date: 05/28/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210510660												
	RPT		05/28/2021	12:03:35	STEEL SERVICES							
		GTAR			5637 S DISTRICT BL, VERNON							
			VPD	REDONA,BRYAN	*40E	12:10:23	12:10:26	12:18:54				12:55:51
20210510665												
	1015		05/28/2021	15:10:44	CARGILL							
	RPT	415			3501 E VERNON AV, VERNON							
			VPD	CAM,PATRICK	*20W	15:11:19		15:14:27			16:07:54	
			VPD	REDONA,BRYAN	40E	15:11:26	15:11:31	15:13:37				16:34:46
			VPD	VILLEGAS,RICHA	43	15:11:27	15:11:32	15:17:06			15:50:53	
20210510668												
	RPT		05/28/2021	15:59:19	WESTGATE MFG							
		484R			3239 E 46TH, VERNON							
			VPD	CAM,PATRICK	*20W	16:07:57	16:07:58	16:10:47				17:08:14
20210510672												
	VREC		05/28/2021	16:53:56								
		LOCATE			5539 HANNON ST, BELL GARDENS							
			VPD	DISPATCH	*DISP			16:56:43				17:11:21
20210510681												
	1015		05/28/2021	21:32:21								
	RPT	PEDCK			4461 S SANTA FE AV, VERNON							
			VPD	MADRIGAL,ALFOI	*40W			21:32:21				22:00:29
			VPD	GODOY,RAYMON	41W	21:32:46	21:34:40					22:00:29
			VPD	NEWTON,TODD	43	21:32:23					21:32:43	

* Denotes Primary Unit

VERNON POLICE DEPARTMENT
Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/29/2021

Last Date: 05/29/2021

Call Number	Disp	Ten	Received	Caller		Unit Time											
				Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp	
20210510710																	
	RPT		05/29/2021	15:18:56	DET. E. HERNANDEZ												
			DPTAST		3RD // MCDONNELL, LOS ANGELES												
				VPD	HERNANDEZ,EDV		*5D32				15:19:35						15:49:44
20210510721																	
	RPT		05/29/2021	21:22:48													
	VI		TRAFFIC STOP		E 50TH // GIFFORD AV, VERNON												
	CITE																
				VPD	MADRIGAL,ALFOI		*43E				21:22:48						22:11:50
				VPD	ARANA,ANDRE		31		21:22:52		21:29:35				22:09:54		
				VPD	GODOY,RAYMON		44W				21:56:59				22:01:25		
					MR C TOW		MR C TO	21:31:48	21:31:48		21:50:32						22:11:50
20210510727																	
	1015		05/29/2021	22:31:34	LASO EAST LA												
	RPT		273.5R		E DISTRICT BL // 50TH, VERNON												
				VPD	MADRIGAL,ALFOI		*43E		22:43:33		22:47:14						00:17:33
				VPD	ARANA,ANDRE		31				23:13:35				00:12:42		
				VPD	LUCAS,JASON		XS		22:43:40		22:47:16				23:51:30		

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/30/2021

Jurisdiction: VERNON

Last Date: 05/30/2021

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210510735														
	RPT		05/30/2021	03:14:56	HP COMMUNITY S ALAMEDA // VERNON AV, VERNON									
		211R												
				VPD	MADRIGAL,ALFOI	*43E	03:18:42					03:20:57		
				VPD	LUCAS,JASON	21			03:28:23					04:14:04
				VPD	GODOY,RAYMON	44W	03:20:54		03:31:29					04:14:04
20210510755														
	RPT		05/30/2021	10:54:17	MENDEZ MACHINERY 2408 E 57TH, VERNON									
		GTAR												
				VPD	DOCHERTY,MICH	*43W	10:56:00	10:56:31	11:01:35					12:06:33
20210510759														
	RPT		05/30/2021	13:44:43	AMIGO MOTORSPORTS 6043 MALBURG WY, VERNON									
		484R												
				VPD	MANNINO,NICHOL	*31E	13:46:30	13:47:03	13:50:31					15:06:02

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 05/31/2021

Jurisdiction: VERNON

Last Date: 05/31/2021

Call Number	Disp	Ten	Received	Caller	Code	Complaint	Address	Unit Time				
								Dep	Officer	Unit	Dispatch	Enroute
20210510778												
	RPT		05/31/2021	06:08:45		TRAFFIC STOP	S SANTA FE AV // 38TH, VERNON					
								Department VPD	OCA Number CR20210879	RMS Juris CA0197300		
					VPD	CERDA,PAUL,JR	*43			06:08:45		07:53:13
					VPD	FINO,MARCUS	40E			06:47:23		07:46:14
					VPD	NEWTON,TODD	41W	06:08:48		06:15:59		08:01:52
					VPD	HERNANDEZ,MIG	44	07:06:08		07:09:38		08:23:38
					VPD	ZOZAYA,OSCAR	44E	06:09:09				06:50:02
					VPD	LUCAS,JASON	XS			07:32:57		08:23:38
20210510783												
	RPT		05/31/2021	08:19:10		POURHOUSE						
			459R			2065 E 37TH, VERNON		Department VPD	OCA Number CR20210880	RMS Juris CA0197300		
					VPD		*43W	08:20:57	08:21:23	08:25:56		08:55:01
					VPD	FINO,MARCUS	40E		08:21:25	08:25:58		08:53:07
					VPD	HERNANDEZ,MIG	44		08:23:41	08:38:35		08:52:37
20210510813												
	RPT		05/31/2021	18:57:35		SEWING COLLECTION						
	1015		459A			3113 E 26TH, VERNON		Department VPD	OCA Number CR20210881	RMS Juris CA0197300		
					VPD		*43E	19:01:23	19:01:56	19:13:28		22:03:32
					VPD		41	19:01:27	19:01:54	19:13:39		22:03:32
					VPD		44W		19:09:41	19:15:59		21:45:43
					VPD	CROSS,JEREMY	S4		19:26:06	19:36:59		21:09:12

* Denotes Primary Unit

City Council Agenda Item Report

Agenda Item No. COV-675-2021
Submitted by: Cynthia Cano
Submitting Department: Public Works
Meeting Date: July 20, 2021

SUBJECT

Public Works Department Monthly Report

Recommendation:

Receive and file the May 2021 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 May 2021.

Fiscal Impact:

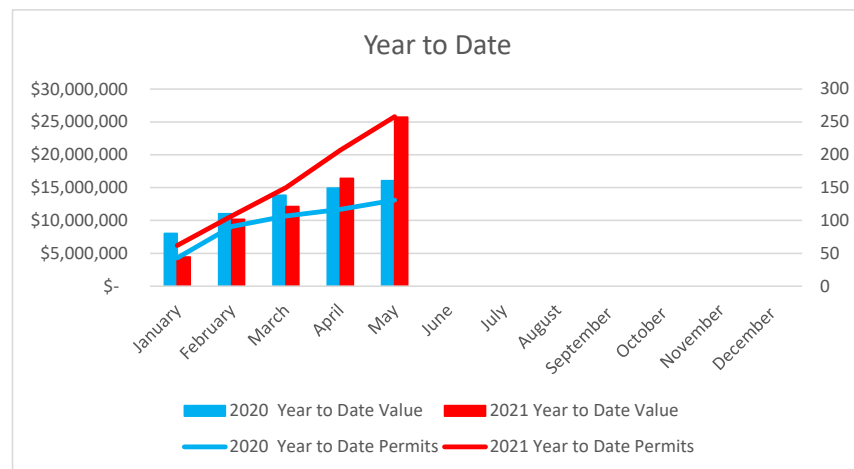
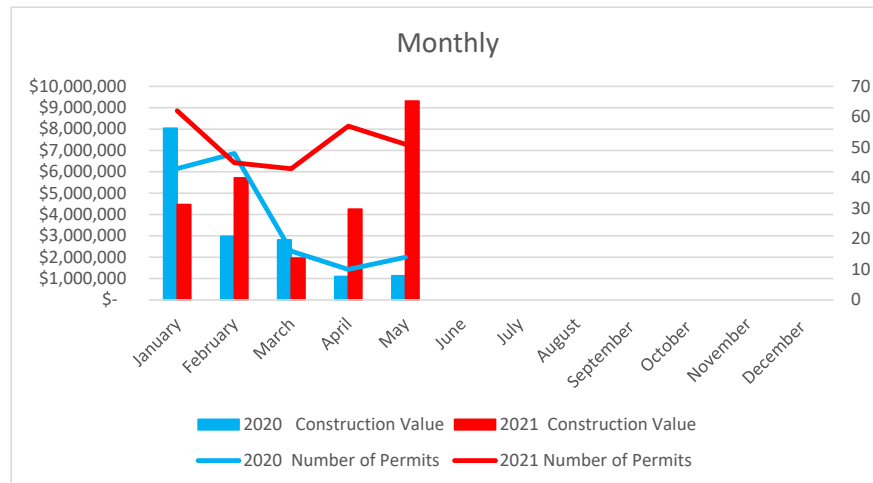
There is no fiscal impact associated with this report.

Attachments:

1. [Public Works May 2021 Building Report](#)

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

	2020				2021				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	\$ 8,046,145	43	\$ 8,046,145	43	\$ 4,464,611	62	\$ 4,464,611	62	44%	-45%
February	\$ 2,979,923	48	\$ 11,026,068	91	\$ 5,711,149	45	\$ 10,175,760	107	18%	-8%
March	\$ 2,808,127	16	\$ 13,834,195	107	\$ 1,966,225	43	\$ 12,141,985	150	40%	-12%
April	\$ 1,100,252	10	\$ 14,934,447	117	\$ 4,257,030	57	\$ 16,399,015	207	77%	10%
May	\$ 1,134,292	14	\$ 16,068,739	131	\$ 9,312,090	51	\$ 25,711,105	258	97%	60%
June										
July										
August										
September										
October										
November										
December										





**City of Vernon
Building Department
Monthly Report from 5/1/2021 to 5/31/2021**

Type	Value	# of Permits
Demolition	\$10,000.00	1
Electrical	\$388,020.00	11
Industrial - Remodel	\$879,500.00	8
Mechanical	\$5,820,875.00	2
Miscellaneous	\$1,777,870.00	15
Plumbing	\$83,074.69	10
Roof	\$352,750.00	4
May 2021 TOTALS PERMITS:	\$9,312,089.69	51
PREVIOUS MONTHS TOTAL	\$16,399,015.30	207
YEAR TO DATE TOTAL	\$25,711,105.00	258
May 2020 TOTALS PERMITS:	\$1,134,292.00	14
PREVIOUS MONTHS TOTAL	\$14,934,447.00	117
PRIOR YEAR TO DATE TOTAL	\$16,068,739.00	131



City of Vernon
Building Department
Demolition Report - May 2021

3535 Washington Blvd.
Uninon Pac R R Co
720 sq. ft.



City of Vernon
Building Department
New Buildings Report - May 2021

None



**City of Vernon
Building Department
Major Projects from 5/1/2021 to 5/31/2021
Valuations > 20,000**

Permit No.	Project Address	Tenant	Description	Job Value
Electrical				
B-2021-4706	4401 DOWNEY RD APN 6303017022		Air Comp	40000
B-2021-4550	3220 26TH ST APN 6303002025	Keurig Dr Pepper	Electrical TI - update existing receiving bay. Install new truck pit for delivery trucks to back down into.	38000
B-2021-4697	3163 VERNON AVE APN 6303005036		Replace fire pump controller & motor	25000
B-2021-4661	4120 BANDINI BLVD APN 6304003008		Relocation of a 400A. 480V. main service	30000
B-2021-4509	2860 SIERRA PINE AVI APN 6303001007		Installation of 16 KW DC Roof Mount Photovoltaic System	21920
B-2021-4542	4383 EXCHANGE AVE APN 6304021052		Food processing electrical	150000
B-2021-4584	4415 BANDINI BLVD APN 5243018013		Provide power to refrigeration system	50000
7	Record(s)			\$354,920.00
Industrial - Remodel				
B-2021-4564	4201 FRUITLAND AVE APN 6304027018		Construction of full height walls for boiler and 12 foot high walls for baler	95000
B-2021-4583	5770 ANDERSON ST APN 6308019020		Within the existing building, remodeling of interior offices, adding one unisex accesible toilet, and expand digital printing floor to accomodate needed area for operation, install new T-Bar ceiling and black top asphalt coating of parking area.	42000
B-2019-3829	2322 VERNON AVE APN 6308012012		T.I. of existing office space.	250000
B-2021-4527	4415 BANDINI BLVD APN 5243018013		Installation of NEW 14,909 SF cooler box in existing warehouse	400000
B-2021-4490	5050 EVERETT CT APN 6304026017	Modu Food	IT - Kitchen remodel	50000
5	Record(s)			\$837,000.00
Mechanical				
B-2021-4692	3015 LEONIS BLVD APN 6303021007		(2) HVAC package units and associated duct work installation	25000
B-2021-4621	4529 DISTRICT BLVD APN 6304020022		Equipment and installation. Food production	5795875

2	Record(s)			\$5,820,875.00
Miscellaneous				
B-2021-4624	4201 FRUITLAND AVE APN 6304027018		Install 324 ft of utility rack C interior West building wall of expanded 4201 Fruitland Bldg	200000
B-2021-4628	6031 MALBURG WAY APN 6310027045		Install pallet racks - Maximum storage height is 12 ft.	22000
B-2021-4637	4415 BANDINI BLVD APN 5243018013		Installtion of (8) evaporator coils in existing IMP room, (1) compressor rack on exterior concrete pad w/(1) evaporation condenser above on elevated platform.	200000
B-2021-4695	4519 EVERETT AVE APN 6304022037		Pave an existing parking lot, add trench drain at South side of parking lot near building loading docks and 2 light pole standards.	55000
B-2021-4549	3220 26TH ST APN 6303002025	Keurig Dr Pepper	TI - update existing receiving bay. Install new truck pit for delivery trucks to back down into.	440000
B-2021-4712	3430 26TH ST APN 6303001012		Building miscellaneous - removal of soil.	150000
B-2021-4655	3333 DOWNEY RD APN 6303001001		Installation of compressed natural gas (CNG) fueling station equipment o supply fuel to our client's natural gas vehicle fleet.	454000
B-2021-4657	6200 MALBURG WAY APN 6310027053		Storage racks - 21,639 sf	200000
B-2021-4510	2860 SIERRA PINE AVE APN 6303001007		Installation of 16 KW DC Roof Mount Photovoltaic System	21920
9	Record(s)			\$1,742,920.00
Plumbing				
B-2021-4489	5050 EVERETT CT APN 6304026017	Modu Food	Plumbing for new kitchen area. Underground waste and vent, floor sinks, hand sinks, 3 comp sinks and grease interceptor.	30000
B-2021-4548	3220 26TH ST APN 6303002025		Plumbing TI - update existing receiving bay. Install new truck pit for delivery trucks to back down into.	22000
2	Record(s)			\$52,000.00
Roof				
B-2021-4739	3090 50TH ST APN 6303029014		Roofing - coating white on roof	27000
B-2021-4708	4461 SANTA FE AVE APN 6308012016		Clean surface and install tropical 360 asphalt emulsion and the rate of 6 gallons, install 40 in. polyester fabric, 3 gallons of tropical 911 white title 24 acrylic coating	130000
B-2021-4709	4439 SANTA FE AVE APN 6308012015		Clean surface and install tropical 911 title 24 acrylic coating at the rate of 4 gallons	80000
B-2021-4725	3033 BANDINI BLVD APN 6303002014		Roofing	115750

4	Record(s)		\$352,750.00
29	Permit(s)	Total	\$9,160,465.00



City of Vernon
Building Department
Status of Certificates of Occupancy Requests
Month of May 2021

Request for Inspection	22
Approved	17
Pending	432
Temporary Occupancies	13

City of Vernon
Certificate of Occupancy
Applications Date From 5/1/2021 to 5/31/2021

Issued	Permit No.	Project Address	Tenant	Description	Fees Paid	Square Feet
	C-2021-1679	1980 25TH ST APN 6302009017	Privy, Inc.	Garment warehouse and manufacturing. This place will be used additional warehouse for receiving garment goods.	885.00	20000
	C-2021-1680	2300 48TH ST APN 6308015076	Sunrise Food Service, Inc.	Wholesale food storage	1,046.00	63140
	C-2021-1681	2300 52ND ST APN 6308016049	I & M Jean, Inc.	Warehouse men & womens clothing	885.00	43202
	C-2021-1682	3317 50TH ST APN 6303026011	K & ST LLC.	Supplier and distributor for auto parts	885.00	42000
	C-2021-1683	2380 57TH ST APN 6308019017	Flow Cold Storage Inc.	Food cold storage facility Cold Storage/Processing Facility	1,046.00	54971
	C-2021-1685	4700 BOYLE AVE APN 6303020010	Everytable PBC	Office Use	385.00	2903
	C-2021-1686	2050 52ND ST APN 6308016038	Ebenezer US Trading Inc.	Produce wholesale	385.00	5000
	C-2021-1687	2419 28TH APN 6302004021	Globel Merch Group LLC	Garment manufacturing	885.00	20600
	C-2021-1688	2050 52ND ST APN 6308016038	Espirit Trading Inc.	Produce wholesale	885.00	10000
	C-2021-1689	3310 LEONIS BLVD APN 6303026007	Trim Line	Garment cutting service	885.00	9628
	C-2021-1691	4440 26TH ST APN 5243018010	Amazon.com Services LLC	Office/photo imaging lab	385.00	147819
	C-2021-1692	2050 52ND ST APN 6308016038	HongDa Investment Group USA Inc.	Warehouse general merchandise	885.00	49000
	C-2021-1693	3121 FRUITLAND AVE APN 6303028003	BHJ USA LLC	Storage plastic drums	385.00	4500
	C-2021-1694	5275 DISTRICT BLVD APN 6314001903	Common Sense Robotics, Inc. dba Fabric	Warehousing household goods	885.00	38622
	C-2021-1695	2914 LEONIS BLVD APN 6303024017	The Million Roses	Manufacturing handmade paper boxes with flowers	885.00	11974

Issued	Permit No.	Project Address	Tenant	Description	Fees Paid	Square Feet
	C-2021-1696	5201 SANTA FE AVE APN 6308016041	Label Tex Mill Inc.	Office and shipping + light manufacturer Producing trim	0.00	20000
	C-2021-1697	5301 SANTA FE AVE APN 6308016041	Label Tex Mill Inc.	Office and shipping + light manufacturer Producing trim	0.00	51000
	C-2021-1698	2833 LEONIS BLVD. APN 6303022004	American Consumer Brands, Inc.	Importer & wholesaler of various goods from China	385.00	800
	C-2021-1699	2833 LEONIS BLVD. APN 6303022004	American Consumer Products, LLC.	Importer & wholesaler of various goods from China	385.00	800
	C-2021-1700	3240 26TH ST APN 6303002024	Foxi Crumpet, LLC	Manufacturing Women's lingerie, glitter and intimate apparel	385.00	2650
	C-2021-1678	4340 49TH ST APN 6304023019	Kustomkids, LLC	Warehousing and distribution of candy	885.00	15400
	C-2021-1684	2416 27TH ST APN 6302004022	Crescita Apparel, Inc.	Warehousing of garments	385.00	32320
Total for Certificate of Occupancy:					14,022.00	646,329.00
22 Permits(s)					Total Fees Paid	14,022.00

City of Vernon
Certificate of Occupancy
Issued Date From 5/1/2021 to 5/31/2021

Issued	Permit No.	Project Address	Tenant	Description	Fees Paid	Square Feet
5/3/2021	C-2021-1643	5080 ALAMEDA ST APN 6308015052	Sky Ocean, Inc.	Warehousing and distribution of apparel	885.00	22745
5/3/2021	C-2021-1644	5080 ALAMEDA ST APN 6308015052	Cocolove, Inc.	Warehousing and distribution of apparel products	1,770.00	22745
5/3/2021	C-2021-1625	2021 38TH ST APN 6302012010	Golden Aesthetics Inc.	Storage of garments	385.00	3300
5/4/2021	C-2021-1657	5140 PACIFIC BLVD APN 6309018003	Ms. Maki Apparel, Inc.	Garment manufacturing	885.00	9000
5/4/2021	C-2017-0624	4921 PENNINGTON APN 6332002814	T-Mobile West Tower, LLC	Cell site	300.00	0
5/4/2021	C-2021-1671	4321 EXCHANGE AVE APN 6304021045	CPB Trading, Inc.	Warehousing and distribution of general merchandise	1,046.00	54481
5/10/2021	C-2021-1619	4621 PACIFIC BLVD APN 6308009028	Two Guys and One, LLC	Office - clothing design	385.00	3472
5/10/2021	C-2021-1620	4621 PACIFIC BLVD APN 6308009028	Organic Generation, Inc.	Office - clothing design	385.00	3472
5/10/2021	C-2021-1621	4621 PACIFIC BLVD APN 6308009028	Like Dreams, Inc.	Warehousing and distribution of handbags	885.00	16728
5/17/2021	C-2021-1674	2455 27TH ST APN 6302004025	Crescita Apparel Inc.	Warehousing and distribution of clothing	385.00	52166
5/25/2021	C-2021-1684	2416 27TH ST APN 6302004022	Crescita Apparel, Inc.	Warehousing of garments	385.00	32320
5/25/2021	C-2021-1678	4340 49TH ST APN 6304023019	Kustomkids, LLC	Warehousing and distribution of candy	885.00	15400
5/25/2021	C-2017-0657	5107 DISTRICT BLVD APN 6304010015	MetroPCS California, LLC	Cell site	300.00	0
5/25/2021	C-2017-0659	3839 SANTA FE AVE APN 6302015018	Metro PCS California, LLC	Cell site	300.00	0
5/25/2021	C-2017-0656	2211 27TH ST APN 6302008025	MetroPCS California, LLC	Cell site	300.00	0
5/25/2021	C-2017-0658	4810 EVERETT AVE APN 6304025002	Metro PCS California, LLC	Cell site	300.00	0

Issued	Permit No.	Project Address	Tenant	Description	Fees Paid	Square Feet
5/25/2021	C-2017-0660	4900 SOTO ST APN 6303023008	Metro PCS California, LLC	Cell site	300.00	0
Total for Certificate of Occupancy:					10,081.00	235,829.00
17 Permits(s)					Total Fees Paid	10,081.00

City Council Agenda Item Report

Agenda Item No. COV-106-2020
Submitted by: Mark Aumentado
Submitting Department: Public Utilities
Meeting Date: July 20, 2021

SUBJECT

Public Utilities Water Division Vehicle Purchase

Recommendation:

Approve the purchase of one (1) Ford F-550 with Enoven Crane Body & Equipment for \$72,718.41; one (1) Ford F-550 with Enoven E-series Dump Body & Equipment for \$131,659.47; and three (3) Ford F-450 Construction Trucks with a CTEC Utility Truck Bed for \$160,425.22 each from National Fleet Auto Group, for a total cost of \$685,653.54.

Background:

The Public Utilities Department (VPU) Water Division Fiscal Year (FY) 2021-2022 budget includes planned capital expenditures for the purchase of a new boom truck, dump truck, and three construction trucks. Initially approved in the FY 2019-2020 budget, the procurement of these vehicles were delayed due to various reasons.

Staff recommends that Council approve the purchase of one (1) Ford Super Duty F-550 with Enoven Crane Body & Equipment ("boom truck"), one (1) Ford Super Duty F-550 with Enoven E-Series Dump Body & Equipment ("dump truck"), and three (3) Ford Super Duty F-450 with CTEC Utility Truck Bed ("construction truck"). These new trucks will be utilized to replace older diesel-powered and older gasoline-powered trucks currently in the fleet. If approved, VPU staff will work with the Finance Department to process the order promptly.

New in 1985, the now surplused boom truck has not been utilized as a crane for years due to not meeting the required certification for use. A boom truck is an integral piece of equipment for a Water Division fleet. In combination with a flatbed truck, the boom truck enables crews to place heavy, cumbersome ductile iron pipe and gate valves into excavated trenches and maneuver large steel plates to temporarily secure the trenches in the street. Additionally, the existing dump truck and construction truck have become difficult to maintain as replacement parts are not easily sourced. Past budgetary constraints in the Water Division did not allow for the purchase of a new boom truck, dump truck, and construction trucks. As a result, the Water Division currently borrows equipment from other divisions and departments to facilitate its work. This has created a strain on operations for not only the Water Division, but for the other departments when equipment is needed by two divisions or departments at the same time.

Additionally, the South Coast Air Quality Management District (SCAQMD) has given recommendations to VPU to replace older diesel-powered vehicles in its fleet in compliance with SCAQMD's Fleet Rules 1191 and 1196. These vehicles must be replaced with newer lower or zero emission vehicles such as electric, compressed natural gas (CNG), hybrid or gasoline vehicles rated as Low Emission Vehicles (LEV), or better.

The City of Vernon is a member of Sourcewell, formally the National Joint Powers Alliance (NJPA), which offers members cooperative buying contracts. Pursuant to the Vernon Municipal Code ("VMC") Chapter

2, Article IV, Sec. 2.17.12(A)(5), purchase of the proposed vehicles are exempt from competitive bidding since Sourcewell's practice ensures that members receive the lowest price available using competitive bidding. The quotes secured for this potential purchase are with a company who sells equipment based on a Sourcewell contract and, in the opinion of the Finance Director, it is to the advantage of the City to procure the vehicles from the selected vendor.

By utilizing Sourcewell, VPU can realize thousands of dollars of savings. The Manufacturer's Suggested Retail Price (MSRP) for each vehicle has been discounted, and the total cost for the five vehicles is \$685,653.54. For the reasons set forth in this report, staff respectfully requests approval to purchase the 2022 Ford Super Duty F-550 with Enoven Crane Body & Equipment, 2022 Ford Super Duty F-550 with Enoven E-Series Dump Body & Equipment, and three 2022 Ford Super Duty F-450 with CTEC Utility Truck Bed from National Fleet Auto Group.

Fiscal Impact:

The fiscal impact of the proposed equipment purchase is \$685,653.54; if approved, this item will be charged to capital account number 020.1084.840000. The Water Division budgeted \$750,000 for the purchase of a new boom truck, dump truck, and three construction trucks in the approved FY 2021-2022 budget.

Attachments:

1. [National Auto Fleet Group Quote for Crane Truck](#)
2. [National Auto Fleet Group Quote for Dump Truck](#)
3. [National Auto Fleet Group Quote for Construction Truck](#)



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

6/3/2021

6/14/2021 Re-Configured

Quote ID: **17138 R1**

Order Cut Off Date: **TBA**

Ms Lisa Umeda

City of Vernon

4305 Santa Fe Ave

Vernon, California, 90058

Dear Lisa Umeda,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2022 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 193" WB 108" CA, Enoven Truck Body) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$51,510.00	\$45,580.50	11.511 %	\$5,929.50
Enoven Truck Body		\$73,829.00		
Tax (10.2500 %)		\$12,239.47		
Tire fee		\$10.50		
Total		\$131,659.47		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper

Account Manager

Email: Fleet@NationalAutoFleetGroup.com

Office: (855) 289-6572

Fax: (831) 480-8497

Quoting Department

Account Manager

Fleet@NationalAutoFleetGroup.com

(855) 289-6572



GMC

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:

www.NAFGETA.com

Use the upfitter of your choice:

www.NAFGpartner.com

Vehicle Status:

ETA@NationalAutoFleetGroup.com

General Inquiries:

Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572



Enoven Truck Body + Equipment

2904 Duluth St
West Sacramento, CA 95691
916-372-9692

Quote #: 79844

Date: 6/3/2021
CustID: 33079

Thank you for the opportunity to quote your business, please call if you have any questions.

National Auto Fleet Group
1330 West Main Street
Alhambra, CA 91801

National Auto Fleet Group
1330 West Main Street
Alhambra, CA 91801

Attn: Neil Van Carroll Jr.
808-909-1148
neil@nationalautofleetgroup.com

Qty>=	Description	Unit Price	Ext Price
1	Crane: Fassi F70B.0.21 CRANE MOUNTED AFT OF CAB IN FRONT OF BODY ON 3" X 3" X 1/4" TUBING SUBFRAME - 18'4" maximum reach - 7,165# maximum capacity - 3,847# at 12'8" - 2,789# capacity at 17'9" - 400 degree rotation - Sequential boom extension - Tilt up, extra wide hydraulic out/hydraulic down outriggers with LED warning lamps - Stability safety system - Standard single manual ground controls - Wireless remote control with charging station - Reservoir and filter mounted to crane - Hydraulic oil cooler - Hotshift PTO and direct mount piston pump - Swivel snatch hook - Installed and Third Party Stability Tested ***OPTION*** 1) Hydraulic extension to 23'4" with lifting capacity of 1,984#...ADD \$2,195.00	\$56,810.00	\$56,810.00
1	Flatbed: 12', Aluminum, Pro-Tech TO BE MOUNTED AFT OF CRANE ON FORD F550 WITH 108" C/A - 96" Wide - 6.5" tall extruded aluminum siderails with 5" crossmembers and 1.25" extruded deck boards - Stake pockets on side and end rails - Cab high aluminum headboard - Diamond plate tail apron with (4) Red LED S/T/T and (2) Clear LED B/U lamps - 2.5" LED Marker, Clearance, and ID Lamps - License plate lamp - "ENOVEN" mudflaps with anti-sail brackets - Backup alarm - (1) fuel fill cup in side rail at rear driver side	\$10,614.00	\$10,614.00

Qty>=	Description	Unit Price	Ext Price
	- DEF filler mounted aft of cab - Installed and certified		
1	Accessories: 1/2" Buck Plate and Hitch	\$1,150.00	\$1,150.00
	- 10ton combination pintle hitch - (2) 5/8" D-rings - 7-way RV Trailer Socket - Integrated underride protection - Painted Black		
2	Accessories: Toolbox, 48", Aluminum	\$990.00	\$1,980.00
	- 48" X 18" X 18" aluminum toolbox mounted to underside of body, one per side		
1	Accessories: Lighting	\$990.00	\$990.00
	- (4) ECCO ED3706A Amber LED strobe lamps, (2) mounted to rear apron and (2) mounted to front grill wired to UPFITTER SWITCH #5		
1	PDI, Weight Slip, and Delivery Fee	\$785.00	\$785.00
	TRUCK TO BE DROP SHIPPED TO ENOVEN USING FORD DROP SHIP CODE #88WR17. TRUCK TO BE PDI BEFORE INSTALLATION OF DUMP BODY AND ONCE INSTALLED DELIVERED TO: City of Vernon Public Utilities 4305 Santa Fe. Ave. Vernon, CA 90058		
1	Fassi Factory Training	\$1,500.00	\$1,500.00
	ON-SITE TRAINING FOR (1) DAY AT CITY OF VERNON.		

TOTAL	\$73,829.00
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This Quote is good for 30 days. Acceptance of this Quote is confirmed and accepted by issuance of a Purchase Order, signing and returning this Quote, and/or delivery of a truck chassis to Enoven. This quotation was made expressly upon your request and is confidential and non transferable. If provided, estimated delivery dates are estimates only; actual delivery dates depend on a variety of factors that may/may not be within the direct control of Enoven. FUEL SERVICE CHARGE - IF A TRUCK IS DELIVERED WITH LESS THAN 1/4 TANK OF DIESEL/GASOLINE OR LESS THAN 1,500PSI CNG, A \$100.00 FUEL SERVICE CHARGE WILL BE ADDED TO THE FINAL INVOICE. For complete Terms and Conditions please go to www.enoven.com.

Terms of Sale:

Net10

Enoven Truck Body + Equipment

Authorized by: senochian

Date: 6/12/2021

Printed: 6/12/2021 4:18:25 PM

Vehicle Configuration Options

ENGINE	
Code	Description
99N	ENGINE: 7.3L 2V DEVCT NA PFI V8 GAS, (STD)
TRANSMISSION	
Code	Description
44G	TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: 10R140 w/neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)
TIRES	
Code	Description
TGJ	TIRES: 225/70RX19.5G BSW A/P, (STD)
PRIMARY PAINT	
Code	Description
Z1	OXFORD WHITE
PAINT SCHEME	
Code	Description
___	STANDARD PAINT
SEAT TYPE	
Code	Description
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder, storage and driver's side manual lumbar
AXLE RATIO	
Code	Description
X8L	LIMITED SLIP W/4.88 AXLE RATIO
ADDITIONAL EQUIPMENT	
Code	Description
96V	XL VALUE PACKAGE, -inc: XL Decor Group, Chrome Front Bumper, Steering Wheel-Mounted Cruise Control
90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Remote Keyless Entry, Folding Trailer Tow Mirrors w/Power Heated Glass, manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals, Power Front Side Windows, 1-touch up/down driver/passenger window

17F	XL DECOR GROUP, -inc: Chrome Front Bumper
62R	TRANSMISSION POWER TAKE-OFF PROVISION, -inc: mobile and stationary PTO modes
67B	397 AMP ALTERNATORS
86M	DUAL 78 AH BATTERY
52B	TRAILER BRAKE CONTROLLER, -inc: smart trailer tow connector, Verified to be compatible w/electronic actuated drum brakes only
68M	GVWR: 19,500 LB PAYLOAD PLUS UPGRADE PACKAGE, -inc: upgraded frame, rear-axle and low deflection/high capacity springs, Increases max RGAWR to 14, 706, Note: See Order Guide Supplemental Reference for further details on GVWR
67P	EXTRA HEAVY-DUTY FRONT END SUSPENSION - 7,500 GAWR, -inc: upgraded front axle and max 7,500 lbs, Front springs/GAWR rating for configuration selected, Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer
512	SPARE TIRE, WHEEL & JACK, -inc: Excludes carrier, 6-Ton Hydraulic Jack
63A	UTILITY LIGHTING SYSTEM, -inc: LED side-mirror spotlights
18B	PLATFORM RUNNING BOARDS
61J	6-TON HYDRAULIC JACK
525	STEERING WHEEL-MOUNTED CRUISE CONTROL
76C	EXTERIOR BACKUP ALARM (PRE-INSTALLED)
OPTION PACKAGE	
Code	Description
660A	ORDER CODE 660A

2022 Fleet/Non-Retail Ford Super Duty F-550 DRW XL 4WD Reg Cab 193" WB 108" CA

WINDOW STICKER

2022 Ford Super Duty F-550 DRW XL 4WD Reg Cab 193" WB 108" CA

CODE	MODEL	MSRP
F5H	2022 Ford Super Duty F-550 DRW XL 4WD Reg Cab 193" WB 108" CA	\$44,860.00
OPTIONS		
99N	ENGINE: 7.3L 2V DEVCT NA PFI V8 GAS, (STD)	\$0.00
44G	TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: 10R140 w/neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)	\$0.00
TGJ	TIRES: 225/70RX19.5G BSW A/P, (STD)	\$0.00
Z1	OXFORD WHITE	\$0.00
—	STANDARD PAINT	\$0.00
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder, storage and driver's side manual lumbar	\$0.00
X8L	LIMITED SLIP W/4.88 AXLE RATIO	\$360.00
96V	XL VALUE PACKAGE, -inc: XL Decor Group, Chrome Front Bumper, Steering Wheel-Mounted Cruise Control	\$395.00
90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Remote Keyless Entry, Folding Trailer Tow Mirrors w/Power Heated Glass, manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals, Power Front Side Windows, 1-touch up/down driver/passenger window	\$915.00
17F	XL DECOR GROUP, -inc: Chrome Front Bumper	INC
62R	TRANSMISSION POWER TAKE-OFF PROVISION, -inc: mobile and stationary PTO modes	\$280.00
67B	397 AMP ALTERNATORS	\$115.00
86M	DUAL 78 AH BATTERY	\$210.00
52B	TRAILER BRAKE CONTROLLER, -inc: smart trailer tow connector, Verified to be compatible w/electronic actuated drum brakes only	\$270.00
68M	GVWR: 19,500 LB PAYLOAD PLUS UPGRADE PACKAGE, -inc: upgraded frame, rear-axle and low deflection/high capacity springs, Increases max RGAWR to 14, 706, Note: See Order Guide Supplemental Reference for further details on GVWR	\$1,155.00
67P	EXTRA HEAVY-DUTY FRONT END SUSPENSION - 7,500 GAWR, -inc: upgraded front axle and max 7,500 lbs, Front springs/GAWR rating for configuration selected, Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer	\$285.00
512	SPARE TIRE, WHEEL & JACK, -inc: Excludes carrier, 6-Ton Hydraulic Jack	\$350.00
63A	UTILITY LIGHTING SYSTEM, -inc: LED side-mirror spotlights	\$160.00
18B	PLATFORM RUNNING BOARDS	\$320.00
61J	6-TON HYDRAULIC JACK	INC
525	STEERING WHEEL-MOUNTED CRUISE CONTROL	INC

76C	EXTERIOR BACKUP ALARM (PRE-INSTALLED)	\$140.00
660A	ORDER CODE 660A	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$49,815.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,695.00
TOTAL PRICE	\$51,510.00

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 7.3L 2V DEVCT NA PFI V8 Gas
Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery
4.88 Axle Ratio
GVWR: 18,000 lbs Payload Package
50-State Emissions System
Transmission w/Oil Cooler
Electronic Transfer Case
Part-Time Four-Wheel Drive
78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
HD 240 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Trailer Wiring Harness
10800# Maximum Payload
HD Shock Absorbers
Front And Rear Anti-Roll Bars
Firm Suspension
Hydraulic Power-Assist Steering
40 Gal. Fuel Tank
Single Stainless Steel Exhaust
Dual Rear Wheels
Auto Locking Hubs
Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs and Brake Assist
Upfitter Switches

EXTERIOR

Wheels: 19.5" x 6" Argent Painted Steel -inc: Hub covers/center ornaments not included
Tires: 225/70Rx19.5G BSW A/P
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Fender Flares
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding

Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Front Splash Guards
Black Grille
Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting
Headlamps w/Delay-Off
Cab Clearance Lights

ENTERTAINMENT

Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
Radio w/Seek-Scan and Clock
Fixed Antenna
SYNC Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls
2 LCD Monitors In The Front

INTERIOR

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
FordPass Connect 4G Mobile Hotspot Internet Access
Manual Air Conditioning
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
3 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Smart Device Remote Engine Start

Instrument Panel Covered Bin and Dashboard Storage
Manual 1st Row Windows
Systems Monitor
Trip Computer
Outside Temp Gauge
Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints
Air Filtration

SAFETY

Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Safety Canopy System Curtain 1st Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

6/3/2021

Quote ID: **17137**

Order Cut Off Date: **TBA**

Ms Lisa Umeda

City of Vernon

4305 Santa Fe Ave

Vernon, California, 90058

Dear Lisa Umeda,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2022 Ford Super Duty F-550 DRW (F5G) XL 2WD Reg Cab 169" WB 84" CA, Enoven Truck Body) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$47,410.00	\$41,639.22	12.172 %	\$5,770.78
Enoven Truck Body		\$24,309.00		
Tax (10.2500 %)		\$6,759.69		
Tire fee		\$10.50		
Total		\$72,718.41		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572



Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572



Enoven Truck Body & Equipment

5125 Caterpillar Rd
Redding, CA 96003
530-605-4198

Quote #: 58855

Date: 6/3/2021
CustID: 32625

Thank you for the opportunity to quote your business, please call if you have any questions.

National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076

National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076

Attn: Neil Van Carroll Jr.
808-909-1148
neil@nationalautofleetgroup.com

Qty>=	Description	Unit Price	Ext Price
1	Dump Body: Enoven "E-Series", EWD-116-1824-BF	\$22,009.00	\$22,009.00
	REF: CITY OF VERNON		
	(REQUIRES 84" C/A)		
	- Capacity: 4.5 to 5.9 Cubic Yards - Floor: 7ga, Crossmemberless with 7" X 7ga trapezoidal long sills - Sides: 10ga, 18" Tall Fold Down Sides - Tailgate: 10ga Inner Panel with 12ga Outer Panel, 24" Tall Manual Release dump through with "Quick Release" top hinges for fold down position and (1) center mounted patch gate - Headboard: 10ga, 40" Tall with window cutout and tapered cab shield - 6" Bolt on Spreader Apron - LED Marker/Clearance and ID Lamps installed in body - OEM S/T/T/BU and License Plate lamp at end of frame - "ENOVEN" Mud Flaps - Body Primered and Painted White - Champion CS615T-11 Underbody Hydraulic Double Acting Subframe Hoist giving 9tons lifting capacity - Hotshift PTO with direct mount gear pump - Reservoir with electric control valve mounted to driver side frame rail - Pendant control in cab - Body prop - Body up lamp in dash - Back up alarm - Installed and Certified		
1	Accessories: 1/2" Buck Plate and Hitch	\$1,150.00	\$1,150.00
	- 10ton combination pintle hitch with 2-5/16" ball - (2) 5/8" D-rings - 7-way RV Trailer Socket - Integrated underride protection - Painted Black		

Qty>=	Description	Unit Price	Ext Price
1	Accessories: Manual Pull Tarp System - Open System mounted to back of headboard - Black Mesh Tarp	\$1,160.00	\$1,160.00
2	Accessories: Toolbox, 36" - 48" X 18" X 18" steel toolbox mounted to frame rail, one per side - Powdercoated Black	\$665.00	\$1,330.00
1	Accessories: Beacon Lamp - ECCO 5585A Amber LED mini-lightbar mounted to top center of cab protector wired to UPFITTER SWITCH #5 - Lightbar to be CA Title 13 compliant	\$575.00	\$575.00
1	PDI, Weight Slip, and Delivery Fee TRUCK TO BE DROP SHIPPED TO ENOVEN USING FORD DROP SHIP CODE #88WR17. TRUCK TO BE PDI BEFORE INSTALLATION OF DUMP BODY AND ONCE INSTALLED DELIVERED TO: City of Vernon Public Utilities 4305 Santa Fe. Ave. Vernon, CA 90058	\$785.00	\$785.00
1	SOURCEWELL DISCOUNT (10%)	(\$2,700.00)	(\$2,700.00)

TOTAL	\$24,309.00
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This Quote is good for 30 days. Acceptance of this Quote is confirmed and accepted by issuance of a Purchase Order, signing and returning this Quote, and/or delivery of a truck chassis to Enoven. This quotation was made expressly upon your request and is confidential and non transferable. If provided, estimated delivery dates are estimates only; actual delivery dates depend on a variety of factors that may/may not be within the direct control of Enoven. FUEL SERVICE CHARGE - IF A TRUCK IS DELIVERED WITH LESS THAN 1/4 TANK OF DIESEL/GASOLINE OR LESS THAN 1,500PSI CNG, A \$100.00 FUEL SERVICE CHARGE WILL BE ADDED TO THE FINAL INVOICE. For complete Terms and Conditions please go to www.enoven.com.

Terms of Sale:
Net10

Enoven Truck Body & Equipment

Authorized by: senochian

Date: 6/3/2021

Printed: 6/3/2021 8:05:52 AM

Vehicle Configuration Options

ENGINE	
Code	Description
99N	ENGINE: 7.3L 2V DEVCT NA PFI V8 GAS, (STD)
TRANSMISSION	
Code	Description
44G	TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: 10R140 w/neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)
TIRES	
Code	Description
TGJ	TIRES: 225/70RX19.5G BSW A/P, (STD)
PRIMARY PAINT	
Code	Description
Z1	OXFORD WHITE
PAINT SCHEME	
Code	Description
___	STANDARD PAINT
SEAT TYPE	
Code	Description
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder, storage and driver's side manual lumbar
AXLE RATIO	
Code	Description
X8L	LIMITED SLIP W/4.88 AXLE RATIO
ADDITIONAL EQUIPMENT	
Code	Description
96V	XL VALUE PACKAGE, -inc: XL Decor Group, Chrome Front Bumper, Steering Wheel-Mounted Cruise Control
90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Remote Keyless Entry, Folding Trailer Tow Mirrors w/Power Heated Glass, manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals, Power Front Side Windows, 1-touch up/down driver/passenger window

17F	XL DECOR GROUP, -inc: Chrome Front Bumper
62R	TRANSMISSION POWER TAKE-OFF PROVISION, -inc: mobile and stationary PTO modes
67B	397 AMP ALTERNATORS
86M	DUAL 78 AH BATTERY
52B	TRAILER BRAKE CONTROLLER, -inc: smart trailer tow connector, Verified to be compatible w/electronic actuated drum brakes only
68M	GVWR: 19,500 LB PAYLOAD PLUS UPGRADE PACKAGE, -inc: upgraded frame, rear-axle and low deflection/high capacity springs, Increases max RGAWR to 14, 706, Note: See Order Guide Supplemental Reference for further details on GVWR
512	SPARE TIRE, WHEEL & JACK, -inc: Excludes carrier, 6-Ton Hydraulic Jack
63A	UTILITY LIGHTING SYSTEM, -inc: LED side-mirror spotlights
61J	6-TON HYDRAULIC JACK
525	STEERING WHEEL-MOUNTED CRUISE CONTROL
43C	110V/400W OUTLET
OPTION PACKAGE	
Code	Description
660A	ORDER CODE 660A

2022 Fleet/Non-Retail Ford Super Duty F-550 DRW XL 2WD Reg Cab 169" WB 84" CA

WINDOW STICKER

2022 Ford Super Duty F-550 DRW XL 2WD Reg Cab 169" WB 84" CA

CODE	MODEL	MSRP
F5G	2022 Ford Super Duty F-550 DRW XL 2WD Reg Cab 169" WB 84" CA	\$41,540.00
OPTIONS		
99N	ENGINE: 7.3L 2V DEVCT NA PFI V8 GAS, (STD)	\$0.00
44G	TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: 10R140 w/neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)	\$0.00
TGJ	TIRES: 225/70RX19.5G BSW A/P, (STD)	\$0.00
Z1	OXFORD WHITE	\$0.00
—	STANDARD PAINT	\$0.00
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder, storage and driver's side manual lumbar	\$0.00
X8L	LIMITED SLIP W/4.88 AXLE RATIO	\$360.00
96V	XL VALUE PACKAGE, -inc: XL Decor Group, Chrome Front Bumper, Steering Wheel-Mounted Cruise Control	\$395.00
90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Remote Keyless Entry, Folding Trailer Tow Mirrors w/Power Heated Glass, manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals, Power Front Side Windows, 1-touch up/down driver/passenger window	\$915.00
17F	XL DECOR GROUP, -inc: Chrome Front Bumper	INC
62R	TRANSMISSION POWER TAKE-OFF PROVISION, -inc: mobile and stationary PTO modes	\$280.00
67B	397 AMP ALTERNATORS	\$115.00
86M	DUAL 78 AH BATTERY	\$0.00
52B	TRAILER BRAKE CONTROLLER, -inc: smart trailer tow connector, Verified to be compatible w/electronic actuated drum brakes only	\$270.00
68M	GVWR: 19,500 LB PAYLOAD PLUS UPGRADE PACKAGE, -inc: upgraded frame, rear-axle and low deflection/high capacity springs, Increases max RGAWR to 14, 706, Note: See Order Guide Supplemental Reference for further details on GVWR	\$1,155.00
512	SPARE TIRE, WHEEL & JACK, -inc: Excludes carrier, 6-Ton Hydraulic Jack	\$350.00
63A	UTILITY LIGHTING SYSTEM, -inc: LED side-mirror spotlights	\$160.00
61J	6-TON HYDRAULIC JACK	INC
525	STEERING WHEEL-MOUNTED CRUISE CONTROL	INC
43C	110V/400W OUTLET	\$175.00
660A	ORDER CODE 660A	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$45,715.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,695.00
TOTAL PRICE	\$47,410.00

Est City: 18 MPG

Est Highway: 27 MPG

Est Highway Cruising Range: 499.50 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 7.3L 2V DEVCT NA PFI V8 Gas
Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery
4.88 Axle Ratio
GVWR: 18,000 lbs Payload Package
50-State Emissions System
Transmission w/Oil Cooler
Rear-Wheel Drive
78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
HD 240 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Trailer Wiring Harness
11290# Maximum Payload
HD Shock Absorbers
Front And Rear Anti-Roll Bars
Firm Suspension
Hydraulic Power-Assist Steering
40 Gal. Fuel Tank
Single Stainless Steel Exhaust
Dual Rear Wheels
Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs and Brake Assist
Upfitter Switches

EXTERIOR

Wheels: 19.5" x 6" Argent Painted Steel -inc: Hub covers/center ornaments not included
Tires: 225/70Rx19.5G BSW A/P
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Fender Flares
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding
Manual Extendable Trailer Style Mirrors
Fixed Rear Window

Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Front Splash Guards
Black Grille
Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting
Headlamps w/Delay-Off
Cab Clearance Lights

ENTERTAINMENT

Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
Radio w/Seek-Scan and Clock
Fixed Antenna
SYNC Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls
2 LCD Monitors In The Front

INTERIOR

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
FordPass Connect 4G Mobile Hotspot Internet Access
Manual Air Conditioning
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
3 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Smart Device Remote Engine Start
Instrument Panel Covered Bin and Dashboard Storage
Manual 1st Row Windows

Systems Monitor
Trip Computer
Outside Temp Gauge
Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints
Air Filtration

SAFETY

Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Safety Canopy System Curtain 1st Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

5/28/2021

6/15/2021 Re-Configured

Quote ID: **17118 R1**

Order Cut Off Date: **TBA**

Ms Lisa Umeda

City of Vernon

4305 Santa Fe Ave

Vernon, California, 90058

Dear Lisa Umeda,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2022 Ford Super Duty F-450 DRW (F4G) XLT 2WD Reg Cab 169" WB 84" CA, C-Tec) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$47,110.00	\$41,468.88	11.974 %	\$5,641.12
C-Tec		\$104,032.00		
Tax (10.2500 %)		\$14,913.84		
Tire fee		\$10.50		
Total		\$160,425.22		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper

Account Manager

Email: Fleet@NationalAutoFleetGroup.com

Office: (855) 289-6572

Fax: (831) 480-8497

Quoting Department

Account Manager

Fleet@NationalAutoFleetGroup.com

(855) 289-6572



GMC

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572



CALIFORNIA TRUCK EQUIPMENT CO.

12351 Bellflower Blvd, Downey CA 90242

PH - 562-803-4466 F - 562-803-8795

QUOTE

Sold To:	End User	ctec-truckbody.com	Quote Date	Quote #
Bob Wondries Ford	City of Vernon Wendell Wall & Lisa Umeda 4305 Santa Fe Ave Vernon, Ca.90058 323 583 8811		6/14/2021	12597
		Terms	Net 10	
		FOB	End User	
		Rep	DH	

Model Cab	Fuel	Truck Available	Rear wheel	Bed width	Compartment depth	CA
F450 R Cab	Gas	no	DRW	69" x 23" x 95"		84"

PROUDLY PRODUCED - 100% - IN CALIFORNIA - USA

Description	Qty	Total
*** Revised Quote from previous dated 05-28-21 *** Add: Water Storage Tank (See bottom of this Quote) And: Change Body Style 'Configuration' for : 'E.H. Wachs' ERV-750 Water Valve Service Machine / Water Tank 'mounting' & Electric Crane. CTEC model 12838-VPFT* / VCT-95 Driver Side Flip Top : Partial Flip Top 'Only' on D.S. Due to ERV - 750 Machine 'Location.' Aprox. length 96" starting @ front of body - rearward. Curb Side NO 'Flip Top'. Due to Water Tank mounting position & Electric Crane mounitng position. Body is 128 inches long. Overall Body Width: 95 inches wide.Bed width I.D. Inside body 'cargo area' @ 49 inches. All exterior compartments to be 23" Deep. Compartments front & rear of rear tire 'wheel wells' to be 'Vertical' (both sides'.) Mounted and painted : WHITE LED Legal lights Step Bumper painted silver Paint to match wheel well tubing Stainless steel T - handle pockets Flat key lock with 4 keys Gas shocks on compartment doors C/S Compartments Front Compartment Compartment raised - 63" High -	1	

QUOTE VALID FOR 30 DAYS	Subtotal
Order accepted by: _____ Date_____	Tax (9.5%)
Print Name _____ PO # _____	Total

ANY AND ALL WARRANTY WORK WILL BE DONE BY CTEC AT 12351 BELLFLOWER BLVD
DOWNEY , CA - CTEC IS NOT RESPONSABLE FOR ANY WORK DONE BY 3RD PARTIES



CALIFORNIA TRUCK EQUIPMENT CO.

12351 Bellflower Blvd, Downey CA 90242

PH - 562-803-4466 F - 562-803-8795

QUOTE

Sold To:	End User	ctec-truckbody.com	Quote Date	Quote #
Bob Wondries Ford	City of Vernon Wendell Wall & Lisa Umeda 4305 Santa Fe Ave Vernon, Ca.90058 323 583 8811		6/14/2021	12597
		Terms	Net 10	
		FOB	End User	
		Rep	DH	

Model Cab	Fuel	Truck Available	Rear wheel	Bed width	Compartment depth	CA
F450 R Cab	Gas	no	DRW	69" x 23" x 95"		84"

PROUDLY PRODUCED - 100% - IN CALIFORNIA - USA

Description	Qty	Total
Provide and Install Oxy/Acet cylinder bracket with reinforced floor, bottle rings, 2 hose hooks, vented 2nd. Compartment Drawer 3 inches tall - with dividers- 23" x 32" Compartment Drawer 4 inches tall - with dividers- 23" x 32" Compartment Horizontal Compartment Standard Rear Compartment Boom Rest: TBD	1 3 3 1 1	
Electric Crane install package for cranes capacity of between 2,000-6,000 pounds Includes - battery - battery box - separator circuit Provide and Install (2010REE-15) Powered Electric Crane with Power Boom Extension from 7 ft.-11 With manual extension to 15 ft. 2,000 Lbs. maximum capacity at 5 ft. load radius On / Off 12 Volt electric control system Pendant Control 18 ft. w/E-Stop & audible signal function Aircraft Cable 1/4" x 50 Ft. (7,000 Lbs. Breaking Strength) ** Crane Mounts @ Rear Top Side / Curb Side. ** Reinforce body for 2000 LB crane Square Drop-Foot Jack Leg, side wind, tongue cap. weight up to 7,000 lb. weather-resistant black powder coating S/S Compartments	1 1 1	

QUOTE VALID FOR 30 DAYS	Subtotal
Order accepted by: _____ Date _____	Tax (9.5%)
Print Name _____ PO # _____	Total

ANY AND ALL WARRANTY WORK WILL BE DONE BY CTEC AT 12351 BELLFLOWER BLVD
DOWNEY, CA - CTEC IS NOT RESPONSABLE FOR ANY WORK DONE BY 3RD PARTIES



CALIFORNIA TRUCK EQUIPMENT CO.

QUOTE

12351 Bellflower Blvd, Downey CA 90242

PH - 562-803-4466 F - 562-803-8795

Quote Date	Quote #
6/14/2021	12597

Sold To:	End User	ctec-truckbody.com	6/14/2021	12597
Bob Wondries Ford	City of Vernon Wendell Wall & Lisa Umeda 4305 Santa Fe Ave Vernon, Ca.90058 323 583 8811	Terms	Net 10	
		FOB	End User	
		Rep	DH	

Model Cab	Fuel	Truck Available	Rear wheel	Bed width	Compartment depth	CA
F450 R Cab	Gas	no	DRW	69" x 23" x 95"		84"

PROUDLY PRODUCED - 100% - IN CALIFORNIA - USA

Description	Qty	Total
Front Compartment Standard		
2nd. Compartment Standard		
Horizontal Compartment Standard		
Rear Compartment		
Top wrapper with 3/8" reinforcement for valve operator	1	
'Spray-on Protective Coating-Black 128 series - bed - and inside of tailgate	1	
Wachs Valve Operator Machine & reservoir tank		
Wachs Model # ERV-750 w/ HC-100 N.A. Controller / Data Logger Blue Tooth 'Adapter. Telescopic Valve Key. Hyd. Oil Tank with integrated 'Cooler'. *** See 'attached' Wachs 'Factory' Specification / Data Sheet.***		
P.T.O. Part Number FR64 - F1506 - D4NX Pump Part Number PF3 - 606 - 16ASRL		
Storage box in bed area @ front bulkhead for Wachs Hydraulic reservoir shoe type box lid with piano hinges	1	
Replace standard model bumper with V-Notch bumper with 10" step area and 6" diamond plate kickplate and heavy duty safety rings	1	
Provide and Install Multi-Hitch - 16,000 lbs. GTW with 2" Ball	1	
Trailer Connector - 4-way round socket	1	

QUOTE VALID FOR 30 DAYS	Subtotal
Order accepted by: _____ Date _____	Tax (9.5%)
Print Name _____ PO # _____	Total

ANY AND ALL WARRANTY WORK WILL BE DONE BY CTEC AT 12351 BELLFLOWER BLVD
DOWNEY, CA - CTEC IS NOT RESPONSABLE FOR ANY WORK DONE BY 3RD PARTIES



CALIFORNIA TRUCK EQUIPMENT CO.

12351 Bellflower Blvd, Downey CA 90242

PH - 562-803-4466 F - 562-803-8795

QUOTE

Sold To:	End User	ctec-truckbody.com	Quote Date	Quote #
Bob Wondries Ford	City of Vernon Wendell Wall & Lisa Umeda 4305 Santa Fe Ave Vernon, Ca.90058 323 583 8811		6/14/2021	12597
		Terms	Net 10	
		FOB	End User	
		Rep	DH	

Model Cab	Fuel	Truck Available	Rear wheel	Bed width Compartment depth	CA
F450 R Cab	Gas	no	DRW	69" x 23" x 95"	84"

PROUDLY PRODUCED - 100% - IN CALIFORNIA - USA

Description	Qty	Total
Provide and install Whelen Responder LP Series Mini Lightbar (6) LIN6 Super-LED Amber Modules, Permanent Mount	1	
Provide and Install (2-5) GAL. IGLOO Wire Rack c/s REAR END PANEL Weight Certificate	1	
PDI & Delivery City of Vernon 4305 Santa Fe Ave Vernon, Ca. 90058 Attn: Wendell Wall 323 583 8811		

QUOTE VALID FOR 30 DAYS	Subtotal
Order accepted by: _____ Date _____	Tax (9.5%)
Print Name _____ PO # _____	Total

ANY AND ALL WARRANTY WORK WILL BE DONE BY CTEC AT 12351 BELLFLOWER BLVD
DOWNEY , CA - CTEC IS NOT RESPONSABLE FOR ANY WORK DONE BY 3RD PARTIES



CALIFORNIA TRUCK EQUIPMENT CO.

12351 Bellflower Blvd, Downey CA 90242

PH - 562-803-4466 F - 562-803-8795

QUOTE

Sold To:	End User	ctec-truckbody.com	Quote Date	Quote #
Bob Wondries Ford	City of Vernon Wendell Wall & Lisa Umeda 4305 Santa Fe Ave Vernon, Ca.90058 323 583 8811		6/14/2021	12597
		Terms	Net 10	
		FOB	End User	
		Rep	DH	

Model Cab	Fuel	Truck Available	Rear wheel	Bed width	Compartment depth	CA
F450 R Cab	Gas	no	DRW	69" x 23" x 95"		84"

PROUDLY PRODUCED - 100% - IN CALIFORNIA - USA

Description	Qty	Total
*** ADD : 65 Gl. Polyethylene (Plastic) / Cylindrical Round Shape WATER STORAGE TANK. OEM Product Code : BP-8312949 Strap mount down. Mount 'On Top' of Side Pack @ Front on Curb Side. Reinforce body to 'Accept' weight of tank, (i.e. Aprox. 580 lbs.) Furnish & Install : 12 Volt Electric Water 'PUMP'. Flow : 40 PSI / 295 GP'H'. Inlet / Outlet Ports= 3/4". 'FlowJet' Self Priming OEM Product Code : 228771 Supply aprox. 25' long std. rubber / vinyl Garden Hose. *** *** Please See: 'Attached' / 'Exhibits' ; 'A') : Drawings / 'B') : E.H. Wachs ERV- 750 Valve Excercisor Machine. E.H. Wachs 'Factory Brochures'. / 'C') : LiftMoore Electric Crane. & 'D') : 65 Gl. Water Tank w/ Electric Pump & Garden Hose. ***		

QUOTE VALID FOR 30 DAYS	Subtotal	\$104,032.00
Order accepted by: _____ Date _____	Tax (9.5%)	\$0.00
Print Name _____ PO # _____	Total	\$104,032.00

ANY AND ALL WARRANTY WORK WILL BE DONE BY CTEC AT 12351 BELLFLOWER BLVD DOWNEY , CA - CTEC IS NOT RESPONSABLE FOR ANY WORK DONE BY 3RD PARTIES

Vehicle Configuration Options

ENGINE	
Code	Description
99N	ENGINE: 7.3L 2V DEVCT NA PFI V8 GAS, (STD)
TRANSMISSION	
Code	Description
44G	TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: 10R140 w/neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)
WHEELS	
Code	Description
64Z	WHEELS: 19.5" X 6" ARGENT PAINTED STEEL, -inc: Hub covers/center ornaments not included (STD)
TIRES	
Code	Description
THB	TIRES: 225/70RX19.5G BSW A/P, (STD)
PRIMARY PAINT	
Code	Description
Z1	OXFORD WHITE
PAINT SCHEME	
Code	Description
___	STANDARD PAINT
SEAT TYPE	
Code	Description
3S	MEDIUM EARTH GRAY, CLOTH 40/20/40 SPLIT BENCH SEAT, -inc: 20% center under-seat storage, center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
AXLE RATIO	
Code	Description
X8L	LIMITED SLIP W/4.88 AXLE RATIO
ADDITIONAL EQUIPMENT	
Code	Description
62R	TRANSMISSION POWER TAKE-OFF PROVISION, -inc: mobile and stationary PTO

	modes
67B	397 AMP ALTERNATORS
67X	EXTRA HEAVY-SERVICE SUSPENSION PACKAGE, -inc: pre-selected extra heavy-service front springs (see Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations), Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR), Note 1: May result in a deterioration of ride quality, Note 2: Vehicle ride height will increase w/the addition of this package
512	SPARE TIRE, WHEEL & JACK, -inc: Excludes carrier, 6-Ton Hydraulic Jack
61J	6-TON HYDRAULIC JACK
76C	EXTERIOR BACKUP ALARM (PRE-INSTALLED)
OPTION PACKAGE	
Code	Description
653A	ORDER CODE 653A

2022 Fleet/Non-Retail Ford Super Duty F-450 DRW XLT 2WD Reg Cab 169" WB 84" CA

WINDOW STICKER

2022 Ford Super Duty F-450 DRW XLT 2WD Reg Cab 169" WB 84" CA

CODE	MODEL	MSRP
F4G	2022 Ford Super Duty F-450 DRW XLT 2WD Reg Cab 169" WB 84" CA	\$44,160.00
OPTIONS		
99N	ENGINE: 7.3L 2V DEVCT NA PFI V8 GAS, (STD)	\$0.00
44G	TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: 10R140 w/neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)	\$0.00
64Z	WHEELS: 19.5" X 6" ARGENT PAINTED STEEL, -inc: Hub covers/center ornaments not included (STD)	\$0.00
THB	TIRES: 225/70RX19.5G BSW A/P, (STD)	\$0.00
Z1	OXFORD WHITE	\$0.00
—	STANDARD PAINT	\$0.00
3S	MEDIUM EARTH GRAY, CLOTH 40/20/40 SPLIT BENCH SEAT, -inc: 20% center under-seat storage, center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar	\$0.00
X8L	LIMITED SLIP W/4.88 AXLE RATIO	\$360.00
62R	TRANSMISSION POWER TAKE-OFF PROVISION, -inc: mobile and stationary PTO modes	\$280.00
67B	397 AMP ALTERNATORS	\$0.00
67X	EXTRA HEAVY-SERVICE SUSPENSION PACKAGE, -inc: pre-selected extra heavy-service front springs (see Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations), Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR), Note 1: May result in a deterioration of ride quality, Note 2: Vehicle ride height will increase w/the addition of this package	\$125.00
512	SPARE TIRE, WHEEL & JACK, -inc: Excludes carrier, 6-Ton Hydraulic Jack	\$350.00
61J	6-TON HYDRAULIC JACK	INC
76C	EXTERIOR BACKUP ALARM (PRE-INSTALLED)	\$140.00
653A	ORDER CODE 653A	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$45,415.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,695.00
TOTAL PRICE	\$47,110.00

Est City: N/A MPG

Est Highway: N/A MPG

Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 7.3L 2V DEVCT NA PFI V8 Gas
Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery
4.88 Axle Ratio
GVWR: 16,500 lb Payload Package
50-State Emissions System
Transmission w/Oil Cooler
Rear-Wheel Drive
78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
Dual 157 Amp Alternator
Trailer Wiring Harness
Towing Equipment -inc: Brake Controller and Trailer Sway Control
9790# Maximum Payload
HD Shock Absorbers
Front And Rear Anti-Roll Bars
Firm Suspension
Hydraulic Power-Assist Steering
40 Gal. Fuel Tank
Single Stainless Steel Exhaust
Dual Rear Wheels
Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs and Brake Assist
Upfitter Switches

EXTERIOR

Wheels: 19.5" x 6" Argent Painted Steel -inc: Hub covers/center ornaments not included
Tires: 225/70Rx19.5G BSW A/P
Clearcoat Paint
Chrome Front Bumper w/Body-Colored Rub Strip/Fascia Accent and 2 Tow Hooks
Black Fender Flares
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Manual Extendable Trailer Style Mirrors
Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
Fixed Rear Window

Variable Intermittent Wipers
Privacy Glass
Aluminum Panels
Front Splash Guards
Black Grille w/Chrome Accents
Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting
Headlamps w/Delay-Off
Cab Clearance Lights
Perimeter/Approach Lights

ENTERTAINMENT

Radio: AM/FM Stereo w/MP3 Player -inc: 5 speakers and auxiliary audio input jack
Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls and Radio Data System
Fixed Antenna
Streaming Audio
SiriusXM Radio -inc: 1 I/P mounted center speaker and a 3-month prepaid subscription, Service is not available in Alaska and Hawaii, Subscriptions to all SiriusXM services are sold by SiriusXM after trial period, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM customer agreement for complete terms at www.siriusxm.com , All fees and programming subject to change, Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc
SYNC 3 Communications & Entertainment System -inc: enhanced voice recognition, 8" LCD capacitive touchscreen in center stack w/swipe capability, pinch-to-zoom capability included w/available voice-activated touchscreen navigation system, AppLink, 911 Assist, Apple CarPlay and Android Auto and 2 smart-charging USB ports, SYNC AppLink lets you control some of your favorite compatible mobile apps w/your voice, It is compatible w/select smartphone platforms, Commands may vary by phone and AppLink softwares
2 LCD Monitors In The Front
Bluetooth Wireless Phone Connectivity

INTERIOR

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
Illuminated Locking Glove Box

Full Cloth Headliner
Urethane Gear Shifter Material
Interior Trim -inc: Metal-Look Instrument Panel Insert and Chrome Interior Accents
Cloth 40/20/40 Split Bench Seat -inc: 20% center under-seat storage, center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
3 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Carpet Floor Covering -inc: Carpet Front Floor Mats
Smart Device Remote Engine Start
Instrument Panel Covered Bin, Dashboard Storage, Driver And Passenger Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Systems Monitor
Trip Computer
Outside Temp Gauge
Seats w/Carpet Back Material
Perimeter Alarm
Securilock Anti-Theft Ignition (pats) Engine Immobilizer
Air Filtration

SAFETY

Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Safety Canopy System Curtain 1st Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute

City Council Agenda Item Report

Agenda Item No. COV-652-2021
Submitted by: Claudia Arellano
Submitting Department: Public Utilities
Meeting Date: July 20, 2021

SUBJECT

Acceptance of Electrical Easement at 4551 Loma Vista Boulevard (APN 6304-022-059)

Recommendation:

- A. Find that approval of the proposed action is exempt from California Environmental Quality Act (CEQA) review under CEQA Guidelines Section 15061(b)(3), the general rule that CEQA applies only to activities that have the potential for causing a significant effect on the environment; accepting a utility easement does not have the potential for significant effect on the environment, and therefore is exempt from CEQA; and
- B. Accept the Electrical Easement and authorize the Mayor to execute the Certificate of Acceptance.

Background:

The ownership of the property located at 4551 Loma Vista Boulevard consented to provide access to the City for the construction, installation and maintenance of City owned electrical conduit and cable serving the neighboring property. More specifically, the neighboring property located at 4423 District Boulevard was redeveloped and the conduit from the District property will run underground while crossing the property line and connect to the City owned pole located on the Loma Vista property. As such, the Electrical Easement is required for the construction, installation and maintenance of the City owned electrical conduit and cable connected to the City owned pole.

The Public Utilities Department received a fully executed Electrical Easement by PAC FINANCE 1, LLC for the property at the above-mentioned location, also known as Assessor's Parcel Number 6304-022-059. The easement and Certificate of Acceptance have 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 and Certification of Acceptance - 4551 Loma Vista](#)

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: 6304-022-059

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

FOR VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,

PAC FINANCE 1, 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: 5/19/21, 2021

“Grantor”

PAC FINANCE 1, LLC, a Delaware limited liability company

ROBERT ANTROBIVS, S.V.P.

Name, Title



Signature

Name, Title

Signature

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

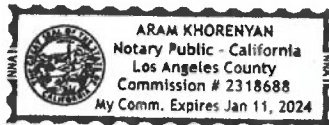
State of California }

County of Los Angeles

On May 19th, 2021 before me, Aram Khorenayan, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Robert Antrobivus
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

[Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Easement

Document Date: 05/19/21 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

EXHIBIT "A"
LEGAL DESCRIPTION FOR PUBLIC UTILITY EASEMENT

BEING A PORTION OF LOT 1 OF TRACT NO. 5974, IN THE CITY OF VERNON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 69, PAGE 67 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION BEING THE LAND DESCRIBED IN DEED RECORDED ON OCTOBER 27, 1998, INSTRUMENT NO. 98-1959962, O.R., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND, 6.00 FEET WIDE, LYING 3.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE MOST SOUTHWESTERLY CORNER OF SAID LAND DESCRIBED IN DEED RECORDED ON OCTOBER 27, 1998, INSTRUMENT NO. 98-1959962; THENCE SOUTH 82°47'15" EAST, ALONG THE SOUTHERLY LINE OF SAID LAND, A DISTANCE OF 13.15 FEET TO THE POINT OF BEGINNING; THENCE NORTH 07°12'45" EAST 8.17 FEET.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS AN APPROXIMATE AREA OF 49.02 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

LEGAL DESCRIPTION PREPARED,
CHECKED AND APPROVED BY:



JACK C. LEE
P.L.S. NO. 8407

FEBRUARY 26, 2021
DATE

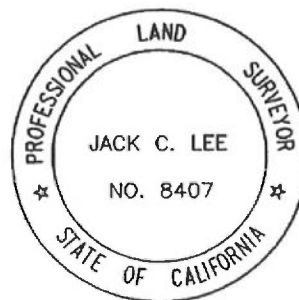


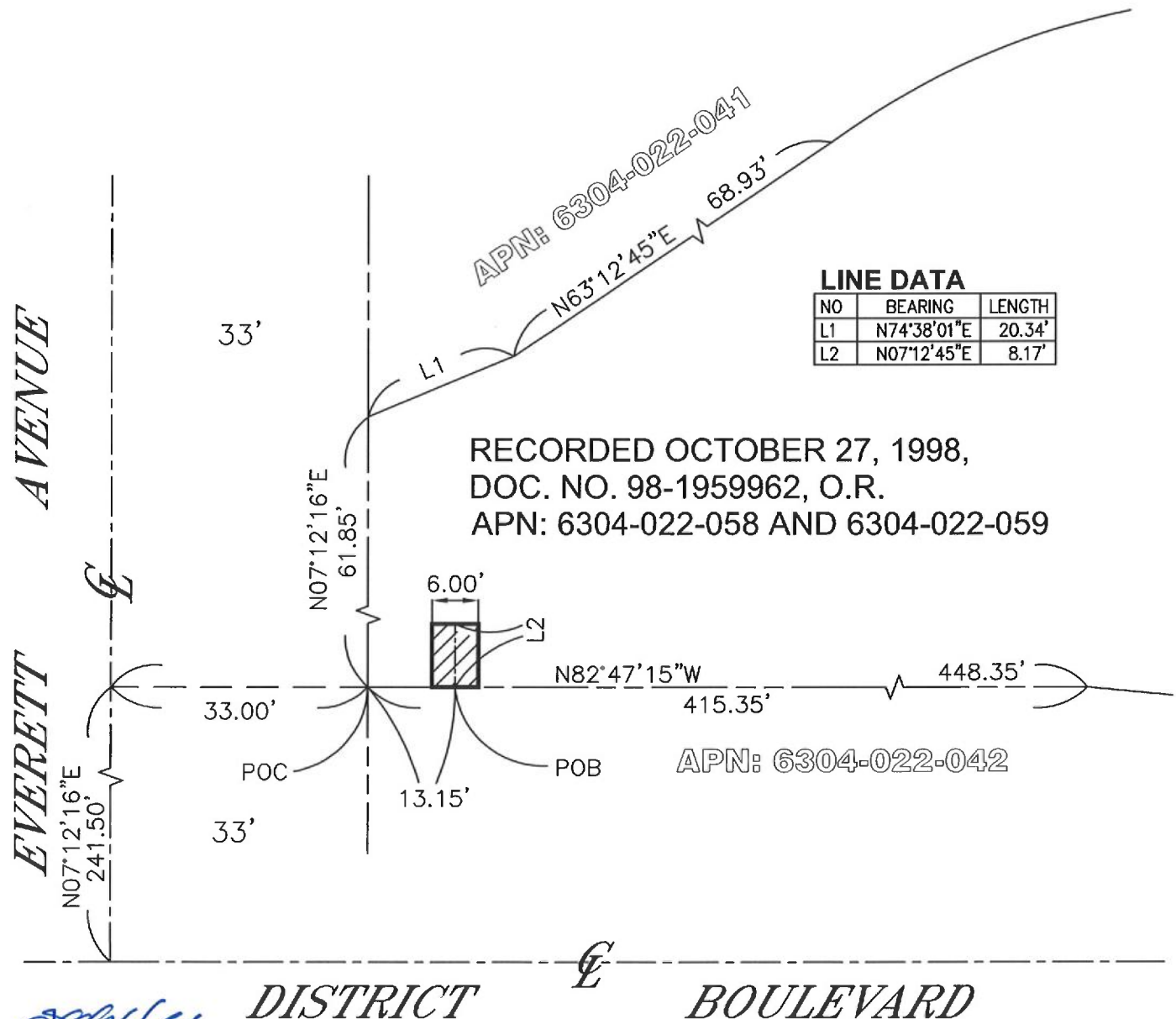
EXHIBIT "B"

FEBRUARY 26, 2021

NOTE:
THIS PLAT WAS PREPARED
FROM RECORD DATA PER
RS 314-98.

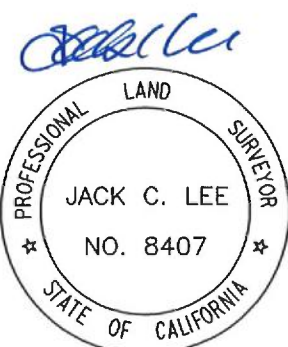
PUBLIC UTILITY EASEMENT

SCALE 1"=20'

**LINE DATA**

NO	BEARING	LENGTH
L1	N74°38'01"E	20.34'
L2	N07°12'45"E	8.17'

RECORDED OCTOBER 27, 1998,
DOC. NO. 98-1959962, O.R.
APN: 6304-022-058 AND 6304-022-059



DEDICATION NOTE:

POC : POINT OF COMMENCING
POB : POINT OF BEGINNING

PUBLIC UTILITY
EASEMENT

CALLAND ENGINEERING, INC.
dba QUARTECH CONSULTANTS
576 E. LAMBERT ROAD
BREA, CA 92821
(714)671-1050 FAX (714)671-1090

4551 Loma Vista Ave.,
Vernon, CA 90058

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 May 19, 2021, executed by PAC FINANCE 1, LLC, a Delaware limited liability company, 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 July 20, 2021, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2021

CITY OF VERNON

MELISSA YBARRA, Mayor

ATTEST:

LISA POPE, City Clerk

APPROVED AS TO FORM:

ZAYNAH N. MOUSSA,
Interim City Attorney

City Council Agenda Item Report

Agenda Item No. COV-683-2021
Submitted by: Margarita Beltran
Submitting Department: Public Works
Meeting Date: July 20, 2021

SUBJECT

Award of City Contract No. CS-1267 Alameda Street Repairs at Union Pacific Railroad Crossing

Recommendation:

- A. Find that the award of the proposed Capital Improvement Project Alameda Street Repairs at Union Pacific Railroad Crossing is categorically exempt under the California Environmentally Quality Act (CEQA) in accordance with CEQA Guidelines Section 15301 (Existing Facilities), part (c) (existing highways and streets), because the project is merely to repair existing streets and involves no expansion of existing use;
- B. Accept the bid proposal from Onyx Paving Company Inc., as the lowest responsive and responsible bidder for the Alameda Street Repairs project and reject all other bids;
- C. Approve and authorize the City Administrator to execute Contract No. CS-1267 in the amount of \$123,000 for the Alameda Street Repairs at Union Pacific Railroad Crossing, for a period not to exceed 30 calendar days; and
- D. Authorize a contingency of \$12,000 in the event of an unexpected changed condition in the project and grant authority to the City Administrator to issue a change order for an amount up to the contingency amount, if necessary.

Background:

On August 12, 2020, a Section 130 Grade Crossing Improvement Program, Service Contract No. 75LX230R between City of Vernon and Caltrans, was executed to receive federal funds for the elimination of hazards at the grade crossing located at the intersection of Alameda Avenue and 37th Street and the Union Pacific Railroad (UPRR) tracks. This project consists of the construction of new sidewalk, curb and gutter, new American with Disabilities Act (ADA) ramps adjacent to the railroad crossing, and the application of a quick-set type mix of Rubberized Emulsion-Aggregate Slurry Seal.

On February 4, 2021, Public Works advertised the Notice Inviting Bids (NIB) for the Project. The NIB was posted on the City's PlanetBids website and published in the local newspaper. The bids for Contract No. CS-1267, Alameda Street Repairs at UPRR Crossing Project, were received and opened on February 16, 2021. The calculated results were as follows:

- | | | |
|----|---------------------------|-----------|
| 1. | Onyx Paving Company, Inc. | \$123,000 |
| 2. | All American Asphalt | \$163,460 |

Public Works staff reviewed the bids and deemed that the bid received from Onyx Paving Company, Inc. is the lowest responsive and responsible bid. Based on a thorough bid evaluation, staff recommends award of the proposed Construction Contract to Onyx Paving Company, Inc. The proposed Construction Contract has been reviewed and approved as to form by the City Attorney's Office.

Fiscal Impact:

Although the City will expend \$123,000 (with a contingency amount of \$12,000, and a potential total amount of \$135,000), the City will be reimbursed for \$85,575.84 of the costs under the Caltrans Service Contract No. 75LX230R. The remaining \$37,424.16 (with additional contingency amount of \$12,000) will be expensed to Public Works accounts 011.1043.900000 in FY 2021-2022.

Attachments:

1. [Contract Agreement No. 1267 Alameda Street Repairs at Union Pacific Railroad Crossing](#)

STANDARD FORM OF
CONSTRUCTION CONTRACT BETWEEN
CITY AND CONTRACTOR

This Agreement is made and entered into at Vernon, California this 20th day of July, 2021, by and between the CITY OF VERNON, a chartered municipal corporation (hereinafter "City") and Onyx Paving Company, Inc., a California corporation (hereinafter "Contractor"), for construction of Alameda Street Repairs at Union Pacific Railroad Crossing, City Contract No. CS-1267.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. CONTRACT DOCUMENTS

The "Contract Documents" except for modifications issued after execution of this Agreement, shall consist of the following documents which are either attached hereto as exhibits or are incorporated into this Agreement by this reference, with the same force and effect as if set forth at length herein:

- A. Governmental Approvals including, but not limited to, permits required for the Work
- B. This Agreement
- C. Exhibit A – General Conditions
- D. Exhibit 1 – Performance Bond
- E. Exhibit B – Special Provisions Specific for this Project
- F. Exhibit C – Equal Employment Opportunity Practices Provisions
- G. Exhibit D – City Standard Plans
- H. Exhibit E – Required Contract Provisions – Federal Aid Construction Contracts
- I. Exhibit F – Buy America Certification
- J. Notice Inviting Bids
- K. Instructions to Bidders
- L. Bid Forms
- M. Designation of Subcontractors

2. REFERENCE DOCUMENTS

The following Reference Documents are not considered Contract Documents and were provided to the Contractor for

informational purposes. Contractor may rely upon the technical data contained in such documents but not upon non-technical data, interpretations, opinions or provisional statements contained therein:

A. None

3. SCOPE OF WORK

Within the Contract Time and for the stated Contract Sum, subject to adjustments thereto, and pursuant to the Contract Documents, the Contractor shall perform and provide all necessary: labor; services; supervision; materials; tools; equipment; apparatus; facilities; supplies; tools; permits, inspections, plan checks, and similar Governmental Approvals; temporary utilities; utility connections; and transportation necessary to complete the Work in strict conformity with the Contract Documents for:

ALAMEDA STREET REPAIRS AT UNION
PACIFIC RAILROAD CROSSING

Contract No. CS-1267

4. TIME FOR PERFORMANCE

Contract Time. Contractor shall achieve Substantial Completion of the Work within 30 calendar days from the Date of Commencement established in City's written Notice to Proceed ("Contract Time"), subject to adjustment in accordance with the Contract Documents. Contractor shall achieve Final Completion of the Work, within the time established by the Certificate of Substantial Completion issued by the City. The Contract Time may only be adjusted as permitted by this Construction Contract and the General Conditions.

Time is of the essence of this Agreement. Except when the Contract Documents state otherwise, time is of the essence in the performance of the Work. Contractor acknowledges that the time limits and deadlines set forth in the Contract Documents are reasonable for Contractor to perform and complete the Work.

Liquidated Damages. If Contractor fails to achieve Substantial Completion of the entire Work within the Contract Time for Substantial Completion, Contractor shall pay City as liquidated damages the amount of one thousand five hundred dollars (\$1,500.00) per day for each calendar day occurring after the expiration of the Contract Time for Substantial Completion until Contractor achieves Substantial Completion of the entire Work, as required by Article 3 of the General Conditions of Contract.

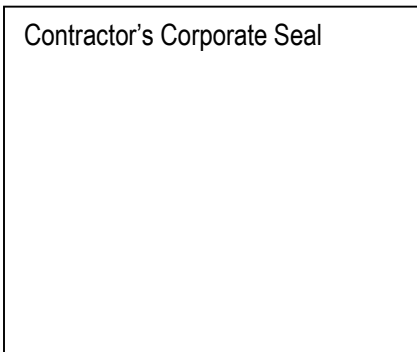
Contractor Initial here: _____.

5. CONTRACT SUM

In consideration of the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, City shall pay Contractor the sum of one hundred and twenty-three thousand dollars/no cents (\$123,000.00), payable as set forth in the General Conditions ("Contract Sum").

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the date and year first above written.

Executed at _____, California.



Onyx Paving Company, Inc.:

By: _____
An Authorized Signatory

Printed Name: _____

Title: _____

Date: _____

CITY OF VERNON:

APPROVED AS TO FORM:

By: _____
Name: Carlos Fandino
Title: City Administrator
Date: _____

By: _____
Name: Zaynah N. Moussa
Title: Interim City Attorney

ATTEST:

By: _____
Name: Lisa Pope
Title: City Clerk

CONTRACTOR'S SIGNATURE MUST BE NOTARIZED

EXHIBIT A GENERAL CONDITIONS

ARTICLE 1 - PRELIMINARY PROVISIONS

1.01 DEFINITIONS

The following words shall have the following meanings:

- A. Allowance. A line item cost estimate established by the City to be carried in the Base Bid sum, Contract Sum, and Schedule of Values for Payment for a particular item of Work, which cannot be sufficiently defined so as to allow the Contractor to adequately determine fair value before the Bid Deadline. Allowances include estimated amounts established by the City for certain construction elements that have not yet been fully designed or authorized for inclusion in the Work or to permit deferred approval or selection of actual materials and equipment to a later date when additional information is available for evaluation.
- B. As-Builts. The documents prepared by Contractor showing the condition of the Work as actually built, including, without limitation, all changes and the exact locations of all mechanical, electrical, plumbing, HVAC or other portions of the Work that are shown diagrammatically in the Contract Documents.
- C. Base Bid. The total sum stated in the Bid Form for which the Bidder offers to perform Work described in the Contract Documents as the base Contract Work (e.g. not designated as part of a Bid Alternate).
- D. Bid. A complete and properly executed offer by the Bidder on City-prescribed forms to perform the Work for the prices stated in response to the Notice Inviting Bids.
- E. Bid Alternate. An item of Work described in the Contract Documents as an Alternate Bid that will be added to or deducted from the Base Bid and the Contractor's responsibility only if the City accepts the Bid Alternate.
- F. Bid Forms: The City-prescribed forms which the Bidder shall complete and use to submit a Bid. The Bid Forms include: (1) Bidder's Proposal; (2) Schedule of Bid Prices; (3) Incumbency Certificate; (4) Bid Bond; (5) Bidder's Statement of Qualifications; (6) Experience Form; (7) Trades Experience Form; (8) Contractor Safety Questionnaire; (9) Designation of Subcontractors; (10) Affidavit of Non-Collusion; (11) Insurance Requirements Affidavit; and (12) forms included in the Specification required by the type of project funding (e.g. federal, ARRA, HUD, etc.).
- G. Bidder. The individual, partnership, firm, corporation, joint venture or other legal entity submitting a bid on these Contract Documents or any part thereof.
- H. Bidding Documents. Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of: (1) Notice Inviting Bids; (2) Instructions to Bidders; and (3) Bid Forms. The proposed Contract Documents consist of: (1) the Bidding Requirements; (2) the Construction Contract Between City and Contractor; (3) the Conditions of the Contract (General, Supplementary, and Special, if applicable); (4) all Exhibits to the Contract; (5) the Drawings; (6) the Specifications; (7) all Addenda issued prior to the execution of the Construction Contract; (8) all Modifications issued after the execution of the Construction Contract; and (9) Governmental Approvals, if any, including but not limited to, permits.

- I. Change Order. A Change Order is a written document prepared by the City reflecting the agreement between the City and Contractor for: a change in the terms or conditions of the Contract, if any; a specific Scope Change in the Work; the amount of the adjustment, if any, in the Contract Sum; and the extent of the adjustment, if any, in the Contract Time.
- J. Change Order Request (COR). A Change Order Request is a written document originated by the Contractor, which describes an instruction issued by the City after the effective date of the Contract, which Contractor believes to be a scope change that may result in changes to the Contract Sum or Contract Time or, which describes the need for or desirability of a change in the Work proposed by Contractor.
- K. City or Owner. The City of Vernon, California, acting through its City Council or other City officials authorized to act for the City, acting in its proprietary rather than regulatory capacity in connection with the Project.
- L. Construction Change Directive. A written order prepared and signed by the City directing a change in Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both.
- M. Contract Documents. The Contract Documents are enumerated in the Construction Contract between City and Contractor and consist of: (1) the Bidding Requirements; (2) the Construction Contract; (3) the Conditions of the Contract (General, Supplementary, and Special, if applicable); (4) all Exhibits to the Contract; (5) the Drawings; (6) the Specifications; (7) all Addenda issued prior to the execution of the Contract; (8) all Modifications issued after the execution of the Contract; and (9) Governmental Approvals, including, but not limited to, permits. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.
- N. Contract. The Contract Documents form the Contract for Construction. The Contract Represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified on by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor. There shall be no third party beneficiaries of the Contract Documents.
- O. Contract Sum. The total amount of compensation stated in the Construction Contract that is payable to Contractor for the complete performance of the Work in accordance with the Contract Documents.
- P. Contract Time. The total number of days set forth in the Construction Contract within which Substantial Completion of the Work must be achieved beginning with the Date of Commencement established in the Notice to Proceed, subject to adjustments in accordance with the terms of the Contract Documents. The Contract Time for Contractor's performance of the Work is measured in calendar days (not work days).
- Q. Contractor. The individual, partnership, firm, corporation, joint venture or other legal entity with whom the Contract is made by City, or the agent or legal representative who may be appointed to represent such individual, partnership, firm, corporation, joint venture or other legal entity in the execution of the Contract as general contractor for construction of the Work.

- R. Correction Period. Correction Period is synonymous with the terms of the correction guarantee period used in the Contract Documents.
- S. Date of Commencement. The date for commencement of the Work fixed by City in a Notice to Proceed to Contractor.
- T. Day. The terms “day” or “days” mean calendar days unless otherwise specifically designated in the Contract Documents. The term “Work Day” or “Working Day” shall mean any calendar day except Saturdays, Sundays and City recognized legal holidays. City Holidays are as follows:
1. January 1st – New Year’s Day
 2. The 3rd Monday in January – Martin Luther King, Jr. Day
 3. The 3rd Monday in February – Presidents Day
 4. March 31st – Cesar Chavez Day
 5. The last Monday in May – Memorial Day
 6. July 4th – Independence Day
 7. The first Monday in September – Labor Day
 8. The second Monday in October – Indigenous Peoples’ Day
 9. November 11th – Veterans Day
 10. The 4th Thursday in November – Thanksgiving Day
 11. December 24th – Christmas Eve
 12. December 25th – Christmas Day
 13. December 31st – New Year’s Eve
- U. Director. The Director of the Public Works Department of the City of Vernon or his/her duly appointed representative.
- V. Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
- W. Extra Work. New or unforeseen work will be classified as Extra Work when determined by the City that the work is not described in, or reasonably inferable from, the Contract Documents, the work is not covered by any Bid line item or Allowance, and the work causes Contractor to incur additional and unforeseen costs.
- X. Field Directive. See, “Work Directive.”
- Y. Final Completion. Final Completion is the stage of performance of the Work when (1) all Work required by the Contract Documents has been fully completed in compliance with the Contract Documents and all applicable laws including, but not limited to, correction or completion of all punch list items noted by City upon Substantial Completion; (2) Contractor has delivered to City an Application for Final Payment and all closeout documentation required by the Contract Documents; and (3) documentation of all final Governmental Approvals has been submitted to City including, but not limited to a final Certificate of Occupancy or equivalent Building Department sign-off has been issued covering the entire Project site without exception or conditions.
- Z. Force Majeure. “Force Majeure” includes but is not limited to declared or undeclared war, sabotage, insurrection, riot, or other acts of civil disobedience, labor disputes, fires, explosions, floods, earthquakes or other acts of God.

- AA. Fragnet. The sequence of new activities that are proposed to be added to an existing schedule.
- BB. Governmental Approval. Any approval, authorization, inspection, certification, consent, exemption, filing, permit, registration, plan check, ruling or similar authorization required by any federal, state or local law, regulation or procedures in order for Contractor to perform the Work.
- CC. Guarantee. Assurance to City by Contractor or product manufacturer or other specified party, as guarantor, that the specified warranty will be fulfilled by the guarantor in the event of default by the warrantor.
- DD. Modification. A Modification is: (1) a written amendment to Contract signed by both parties; (2) a Change Order; or (3) a Construction Change Directive.
- EE. Notice to Proceed. The Notice to Proceed is a document issued by the City fixing the date for Commencement for the Work.
- FF. Parties. The City and Contractor may be referred to in the Contract Documents from time to time as the Parties.
- GG. Permit Fees. The actual direct costs paid by Contractor for Governmental Approvals and Utility Fees.
- HH. Permit Fees Reimbursement. A payment made to the Contractor by the City in addition to the Contract Sum to compensate Contractor for the actual direct cost of all Permit Fees.
- II. Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the City or by separate contractors.
- JJ. Project Manual/Contract Package. The volumes of Contract Documents and reference documents assembled for the Work made available to Bidders.
- KK. Record Documents. The Drawings, Specifications, addenda, requests for information, bulletins, Change Orders and other modifications to the Contract Documents, approved shop drawings, product data, samples, mock-ups, permits, inspection reports, test results, daily logs, schedules, subcontracts, and purchase orders. Records Documents shall include a set of "As-Built" Drawings and Specifications, which shall be continuously updated during the prosecution of the Work.
- LL. Site. The physical area designated in the Contract Documents for Contractor's performance of the Work.
- MM. Specifications. The Specifications are the volume(s) assembled for the Work that includes, without limitation, the Bidding Documents, the Construction Contract and Exhibits, the General Conditions, Supplementary and/or Special Conditions, if any, the "GREENBOOK" STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (2012 Edition), the Standard Plans for Public Works Construction (2009 Edition), State of California, Department of Transportation Standard Plans and Standard Specifications (2010 Edition), and the City of Vernon Standard Plans.
- NN. Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards, and workmanship for the Work

and performance of related services, including, but not limited to, the Project Technical Specifications, Standard Specifications, if any, and any applicable Trade Association Specifications.

- OO. Substantial Completion. Substantial Completion is defined to mean the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents as determined by the City so that the City can occupy and utilize the Work for its intended use and as further defined in the Contract Documents.
- PP. Unilateral Change Order. See "Work Directive."
- QQ. Utility Fees. The fees charged by any public, private, cooperative, municipal and/or government line, facility or system used for the carriage, transmission and/or distribution of cable television, electric power, telephone, water, gas, oil, petroleum, steam, chemicals, sewage, storm water or similar commodity including, but not limited to fees for temporary utilities and refuse hauling.
- RR. Warranty. Assurance to City by contractor, installer, supplier, manufacturer or other party responsible as warrantor, for the quantity, quality, performance and other representations of a product, system service of the Work.
- SS. Work. The term "Work" means the construction and other services required by, and reasonably inferable from the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.
- TT. Work Directive. A Work Directive is a unilateral written order issued by the City directing Contractor to continue performance of the Work or to perform a disputed change in the Work prior to agreement or adjustment, if any, in the Contract Sum, Contract Time, or both.

1.02 REPRESENTATIVES

- A. The Director shall be the representative of the City and, except as otherwise expressly provided herein, shall make all decisions and interpretations to be made by the City under the provisions of the Contract Documents.
- B. The Contractor shall at all times be represented on the Work in person or by a duly designated agent. Instructions and information given by the Director to the Contractor's agent on the Work shall be considered as having been given to the Contractor.

1.03 PERMITS, INSPECTIONS, PLAN CHECKS, AND SIMILAR GOVERNMENTAL APPROVALS AND UTILITIES

- A. City of Vernon shall obtain all Governmental Approvals and Utility Fees required for the construction of the project.
- B. Contractor shall obtain a no-fee encroachment permit from the City of Vernon's Public Work, Water and Development Services Department.
- C. All documents evidencing Contractor's satisfaction with all Governmental Approvals and Utility Fees must be submitted to the City prior to submission of the Application for Final Payment.
- D. Where requirements of the Governmental Approvals differ from those of the Drawings and Specifications, the more stringent requirements shall apply.

- E. Unless otherwise specified in the Contract Documents, Contractor shall be responsible for payments of all Utility Fees from the Date of Commencement until City's Final Acceptance of the Work.

1.04 LICENSES

The Contractor shall apply for, obtain, and pay for all licenses required by governing authorities for the Work. Contractor shall apply and pay for a City of Vernon business license.

1.05 ALLOWANCES

- A. Contractor shall include in the Contract Sum and Schedule of Values for Payment, the City's estimated cost established for each Work item covered by an Allowance stated in the Contract Documents. See Paragraph 1.01 for definition of Allowance.
- B. The line item cost estimate established by the City for Work covered by an Allowance includes the cost to Contractor of: all materials and equipment, preparation of submittals; labor; transportation; delivery; handling; installation; supervision; overhead; profit; licenses; bonds; insurance; all sales, use and other taxes legally chargeable; and all other costs and expenses incidental to such Work.
- C. Work items covered by Allowances shall be supplied with such materials and equipment and for such prices approved in advance by City. Contractor shall notify and request City's approval of material equipment, and pricing information for Work covered by an Allowance before ordering the material or equipment and in sufficient time to avoid delay to the Work. City shall provide approval of materials, equipment, and prices with reasonable promptness. The material, equipment, and pricing information submitted by the Contractor to the City's Project Manager shall, at a minimum, include product data and detailed costs of material, equipment, and labor to complete such Work, itemized by costs incurred by Contractor and each subcontractor associated with the performance of such Work. Contractor shall not order materials or equipment or proceed with Work covered by an Allowance until the material, equipment, and pricing information for such Work items have been submitted to the City's Project Representative for review and the Contractor has received City's approval to proceed with a Work item covered by an Allowance.
- D. All expenditures for Allowance Work shall be separately itemized in each Application for Payment.
- E. To the extent that the cost of Work items covered by an Allowance is less than the Allowance cost estimate established by the City, the Contract Sum shall be reduced by Change Order or Construction Change Directive to reflect the actual cost of the Allowance item. Similarly, to the extent the cost of Work items covered by an Allowance is greater than the Allowance cost estimate, the Contract Sum shall be increased by Change Order or Construction Change Directive to reflect the actual cost of the Allowance item. If Work items covered by an Allowance are not performed or the City deletes such items from the Scope of Work, the Contract Sum shall be reduced by Change Order or Construction Change Directive to deduct the Cost of the unused Allowance item.

1.06 WAIVER

A waiver by City of any breach of any term, covenant, or condition contained in the Contract Documents shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained therein, whether of the same or a different character.

1.07 DATA TO BE FURNISHED BY THE CONTRACTOR

The Contractor shall furnish the Director with such information as the Director may desire respecting the character of the materials and the progress and manner of the Work, including all information necessary to determine the Contractor's costs, such as the number of persons employed, their pay, the time during which they worked on the various classes of construction, and other pertinent data.

1.08 CONTRACT DRAWINGS

The City will accept no responsibility for errors resulting from misinterpretation or scaling of the Drawings.

1.09 SPECIFICATIONS AND DRAWINGS

- A. The Contractor shall keep on the Work Site a copy of all Specifications, Drawings, and Change Orders pertaining to the Work and shall at all times give the Director access thereto. Anything mentioned in the Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Specifications shall be of like effect as though shown or mentioned in both.
- B. In general, the Drawings will show dimensions, positions, and kind of construction; and the Specifications will define materials, quality, and standards. Any Work not particularly detailed, marked or specified, shall be the same as similar parts that are detailed, marked or specified.
- C. The Drawings shall not be scaled to determine dimensions, and in all cases shall be calculated from figures shown on the Drawings. Any discrepancies between scale and figured dimensions, not marked "not to scale," must be brought to the Director's attention before proceeding with the Work affected by the discrepancy.
- D. Omissions from the Drawings and/or Specifications shall not relieve the Contractor from the responsibility of furnishing, making, or installing all items required by law or code, or usually furnished, made or installed in a project of the scope and general character indicated by the Drawings and Specifications.
- E. For convenience, the Drawings and Specifications may be arranged in various trade subparagraphs, but such segregation shall not be considered as limiting the Work of any subcontract or trade. The Contractor shall be solely responsible for all subcontract arrangements of the Work regardless of the location or provision in the Drawings and Specifications.
- F. The City will furnish free of charge to the Contractor, a maximum of six (6) sets of Contract Drawings and Specifications. The Contractor shall pay for the costs of any additional sets or portions thereof. The Contractor shall be responsible to see that all sets are the same as the up-to-date approved set.

1.10 PRECEDENCE OF CONTRACT DOCUMENTS

- A. In the event of conflict between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the following order of precedence:

1. Governmental Approvals including, but not limited to, permits required for the Work
2. Modifications issued after execution of the Contract (including modifications to Drawings and Specifications)
3. The Contract, including all exhibits, attachments, appendices and Addenda, with later Addenda having precedence over earlier Addenda
4. Special Conditions, if any
5. General Conditions
6. Specifications
7. Drawings
8. Bidding Requirements

B. With reference to the Drawings, the order of precedence is as follows:

1. Change Order Drawings
2. Addenda Drawings
3. Contract Drawings
4. Project Drawings
5. Standard Drawings
6. Detail Drawings
7. General Drawings
8. Figures
9. Scaled dimensions

C. Within the Specifications, the order of precedence is as follows:

1. Change Orders
2. Special Conditions
3. Project Technical Specifications
4. Standard Specifications, if any
5. Applicable Trade Association Specifications

1.11 NOTICE OF CONFLICTS

If the Contractor, in the course of the Work, becomes aware of any claimed conflicts, errors or omissions in the Contract Documents or in the City's fieldwork or work of City's separate contractors, the Contractor shall immediately notify the Director in writing. The Director shall promptly review the matter, and if the Director finds a conflict, error or omission, the Director shall determine the corrective actions and advise the Contractor accordingly. If the correction associated with a conflict, error or omission increases or decreases the amount of Work called for in the Contract, the City shall issue an appropriate Change Order in accordance with the Contract Documents. After discovery of an error or omission by the Contractor, any related additional work performed by the Contractor shall be done at the Contractor's risk unless authorized by the Director.

1.12 REPORTS

A. Daily Construction Reports: The Contractor shall prepare a daily construction report recording the following information concerning events at Project site:

1. List of Subcontractors at Project site.
2. List of other contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.

5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
7. Accidents.
8. Meetings and significant decisions.
9. Unusual events.
10. Stoppages, delays, shortages, and losses.
11. Meter readings and similar recordings.
12. Emergency procedures.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Construction Change Directives received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial completions and occupancies.
19. Substantial Completions authorized.
20. List of visitors to Project Site.
21. List of personnel at Project Site including names and job classifications.
22. Description of Work for the day including locations, quantities and related bid items.

Immediately upon discovery of a difference between field conditions and the Contract Documents, the Contractor shall prepare and submit a detailed report through a Request for Information (RFI). Include a detailed description of the differing conditions, together with recommendations for a remedy.

The Daily Construction Report must be: signed by Contractor's Superintendent, submitted within 24 hours (next Working Day) to the Director, and shall be made available to others as directed by City.

1.13 LINES, GRADES, AND MEASUREMENTS

- A. All lines and grades will be established by the Contractor. The Contractors shall carefully preserve all survey stakes and reference points as far as possible. Should any stakes or points be removed or destroyed unnecessarily by any act of the Contractor or his/her employees, they must be reset to the satisfaction of the Director, at the Contractor's expense.
- B. The Contractor shall inform the Director 48 hours (two Work Days) in advance of the times and places at which he/she intends to Work in order that inspection may be provided, and that necessary measurements for records and payments may be made with minimum inconvenience.
- C. No direct payment will be made for the cost to the Contractor of any of the Work or delay occasioned by giving lines and grades, by making other necessary measurements, or by inspection.

1.14 RIGHT OF WAY

- A. The site for the installation of equipment or the right of way for the Work to be constructed under this Contract will be provided by the City.
- B. The City will provide the appropriate rights of way and property for pipelines and structures. Upon approval by the Director, the Contractor may, without cost, use portions of any of the City's rights of way or property which may be suitable for working space and for storage of equipment and materials. The Contractor will be held responsible for any damage to structures, streets, and roads,

trees and landscaping, and for any damage that may result from his/her use of City property.

- C. In case areas additional to those available on the City's rights of way or property are required by the Contractor for his/her operations, he/she shall make arrangements with the property owners for the use of such additional areas at his/her own expense.

1.15 CONTRACTOR'S OPERATIONS/STORAGE YARD

In the event the Contractor requires space for the storage and/or staging of construction materials, supplies, equipment, stockpiling of debris, or any other needs required for construction operations, he/she shall acquire at his/her own expense such areas as he/she may desire. For properties within the City of Vernon, the staging area must be enclosed at Contractor's expense with construction fencing covered with a mesh screen to limit visibility to the site. Private property used for storage of construction material or debris shall be restored to a legal condition with regard to appearance and maintenance upon conclusion of the project. Property should be graded and free of weeds and debris when project is completed.

[END OF ARTICLE]

ARTICLE 2 - PERFORMANCE OF THE WORK

2.01 PERFORMANCE OF WORK - GENERAL

Contractor shall, at its own cost and expense, furnish all necessary materials, labor, transportation, and equipment for doing and performing said Work and the materials used shall comply with the requirements of the Contract Documents. All Work shall be performed and completed as required in the Contract Documents, and subject to the approval of the Director, or his/her designated assistant.

2.02 NO ASSIGNMENT OR DELEGATION

Contractor shall not assign or delegate the duties or obligations under this Contract or his/her interest therein in whole or in part without the prior written consent of the City which may be withheld at the City's sole discretion.

2.03 STANDARD OF PERFORMANCE

Contractor agrees that all services performed hereunder shall be provided in a manner commensurate with the highest professional standards and shall be performed by qualified and experienced personnel; that any Work performed by Contractor under the Contract will be performed in the best manner; that any material furnished shall be subject to the approval of the Director; and that both Work and materials will meet fully the requirements of the Contract Documents. Any work deemed unacceptable by the Director, whether a cause is determined or not shall be repaired or replaced by Contractor at Contractor's expense.

The Contractor shall be responsible for the final product and shall make any quality control, adjustments and corrections necessary to obtain the final product accepted by the City Engineer. The Contractor shall perform process and quality control sampling and testing and exercise management control the work of his/her subcontractors, technicians and workers to ensure that the milling, transporting, recycling, spreading, compaction, and finishing processes conform to these Specifications. The proficiency of testing laboratories and sampling and testing personnel shall be reviewed and approved by the City Engineer prior to providing services to the project. The City Engineer shall have unrestricted access to the laboratory, sampling, testing sites, and all information resulting from mix design and quality control activities. All Quality Control testing results shall be submitted to the City Engineer on a daily basis.

2.04 DEFECTIVE WORK

Within the time periods that the City specifies, the Contractor shall correct all deficient, improperly executed, or unsatisfactory Work determined by the City.

The Contractor shall remove and shall repair or replace, at his/her own expense any part of the Work that is deficient, improperly executed, or unsatisfactorily executed, even though it has been included in the monthly estimates. If he/she refuses or neglects to remove, repair, or replace such defective Work, prior to the City's acceptance of the Work, it may be replaced by the City at the expense of the Contractor, plus 15% for overhead expenses, and his/her sureties shall be liable therefor. (See Paragraph 2.15 for curing defects after acceptance of the Work.)

2.05 CITY'S RIGHT TO CARRY OUT THE WORK

A. Notwithstanding other remedies available to the City, if the Contractor defaults, fails to perform Work required by the Contract Documents, or otherwise neglects to carry out the Work in accordance with the Contract Documents and fails within a 48 hour period after receipt of written notice from the City to commence and correct such default, failure to perform, or neglect with diligence and promptness, the

City, at its sole discretion and without obligation, may, with its own or outside forces, perform the Work Contractor has failed to perform and/or replace or correct deficiencies in the Work. In such case, a Change Order or Construction Change Directive shall be issued deducting from payments then or thereafter due to the Contractor the cost of completion, replacement or correction of such deficiencies, including compensation for additional services by the City's project management staff, the Architect, and their respective consultants made necessary by such default, failure to perform, or neglect, plus 15% for City's overhead expenses. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the City immediately. This remedy is cumulative.

- B. The City also has the right, but not the obligation, to self-perform or have outside forces perform portions of the Work previously assigned to Contractor. In such case a Change Order or Construction Change Directive shall be issued, reducing the Contract Sum by the Unit Price(s) applicable to such deleted Work or, in the absence of Unit Prices, an amount that reflects the reasonable cost of performing such deleted Work and the Allowable Mark-Up applicable to such deleted Work.

2.06 COMMUNICATIONS AND NOTICES REGARDING THE WORK

- A. Notices under the Contract Documents shall be in writing and (a) delivered personally, (b) sent by certified mail, return receipt requested, or (c) sent by a recognized overnight mail or courier service, with delivery receipt requested, to the following addresses (or to such other address as may from time to time be specified in writing by such Person):

All correspondence with Contractor shall be sent to the following address:

	<u>Onyx Paving Company, Inc.</u>
	<u>2890 East La Cresta Avenue</u>
	<u>Anaheim, CA 92806</u>
Attention:	<u>Corey R. Kirschner, CEO</u>
Phone:	<u>(714) 632-6699</u>
Email:	<u>corey@onyxpaving.net</u>

All communications shall be copied to City and shall be delivered to City's Director at the address set forth below, with copies to such additional persons as may be directed by City's Director.

	<u>City of Vernon</u>
	<u>Public Works Department</u>
	<u>4305 Santa Fe Avenue</u>
	<u>Vernon, CA 90058</u>
Attention:	<u>Daniel Wall, Director of Public Works</u>
Phone:	<u>(323) 503-8811 x305</u>
E-mail:	<u>dwall@ci.vernon.ca.us</u>

- B. Notices shall be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U. S. Postal Service, private carrier or other Person making the delivery. All notices received after 5:00 p.m. shall be deemed received on the first business day following delivery. Any technical or other communications pertaining to the Work shall be conducted by Contractor's Project Manager and technical representatives designated by City. Contractor's representatives shall be available at all

reasonable times for consultation, and shall be authorized to act on behalf of Contractor in matters concerning the Work.

- C. Contractor shall copy City on all written correspondence pertaining to the Contract between Contractor and any Person other than Contractor's Subcontractors, consultants and attorneys.
- D. Notification of Affected Residents/Businesses. The Contractor shall be responsible for distribution of the general information letter of the project to all affected residents and businesses. A project general information letter and sufficient copies thereof will be prepared by City staff for Contractor distribution to all residents, business establishments, and institutions fronting on or directly affected by the project.

The Contractor shall be responsible for distribution of said letter in handout form to all the appropriate residences and buildings in the subject area. Distribution shall be accomplished in a manner acceptable to the City Engineer and shall be five (5) working days prior to the beginning of construction operations in the immediate vicinity. In addition to the above, the Contractor shall be fully responsible for such other notifications as may be required related to necessary closures of streets, alleys, driveways, etc., or to unavoidable access or parking restrictions. These notifications shall apply where the closures and access or parking restrictions required in the performance of any work under this contract preclude any resident, tenant, or property owner from utilizing the premises or conducting business thereon in a reasonable and customary manner.

Additional notification to the affected businesses and residents shall be prepared by the City and distributed by the Contractor for roadway and driveway closures five (5) working days in advance of any construction work. No removal or excavation work is allowed until the additional notification has been distributed to the affected residents and businesses.

If a Contractor is unable to adhere to his schedule as indicated on his written notification, then all the affected residents and places of business shall be re-notified of the revised schedule, in writing, as indicated above.

Contractor costs for all of the above notifications shall be considered as included in the appropriate items of the Bid Proposal.

- E. Notification of Utilities – The provisions of Section 5 entitled "Utilities" of the "Greenbook" Standard Specifications shall apply. The Contractor shall contact the Underground Service Alert of Southern California (U.S.A.) at least two working days in advance of the construction work

2.07 INDEPENDENT CONTRACTOR

The Contractor in the performance of the Work hereunder will be acting in an independent capacity and not as an agent, employee, partner, or joint venture of the City.

2.08 EMERGENCY WORK

- A. During Working Hours:

In case of an emergency which threatens loss or injury of property, and/or safety of life during working hours, the Contractor shall act, without previous instructions from the City, as the situation may warrant. He/she shall notify the Director of the emergency and the action taken immediately thereafter.

Any compensation claimed by the Contractor, together with substantiating documents in regard to

expense, shall be submitted to the Director within 15 calendar days after the emergency. Compensation, if allowed, will be paid for as Extra Work.

B. Outside of Working Hours:

Whenever, in the opinion of the City, there shall arise outside of the regular Working hours on the Contract Work of an emergency nature which threatens loss or injury of property, or danger to public safety, the Contractor shall act, without previous instructions from the City as the situation may warrant. He/she shall notify the Director of the emergency and the action taken immediately thereafter. Any compensation claimed by the Contractor, together with substantiating documents in regard to expense, shall be submitted to the Director within 15 calendar days after the emergency. Compensation, if allowed, will be paid for as Extra Work. In the event the Contractor is not able to respond to an emergency outside of regular working hours, the City's forces will handle such emergency Work. If such emergency arises out of or is the result of operations by the Contractor, the cost of the corrective measures will be billed to the Contractor and deducted from his/her payment as provided in the Contract Documents. The performance of emergency Work by City forces will not relieve the Contractor of any of his/her responsibilities, obligations, or liabilities under the Contract.

2.09 SUBCONTRACTORS

- A. Each subcontract shall contain a reference to the Contract between the City and the principal Contractor, and the terms of the Contract and all parts thereof shall be made part of each subcontract insofar as applicable to the Work covered thereby. If, in the Director's opinion, the Subcontractor fails to comply with the requirements of the principal Contract insofar as the same may be applicable to the Subcontractor's Work, the Director may disqualify the Subcontractor.
- B. Nothing contained in these Contract Documents shall be construed as creating any contractual relationship between any Subcontractor and the City.
- C. The Contractor shall be considered the employer of the Subcontractors and shall be fully responsible to the City for the acts and omissions of Subcontractors and of persons employed by them as the Contractor is for the acts and omissions of persons directly employed by him/her.
- D. The Contractor shall be responsible for the coordination of the trades, Subcontractors, and material suppliers engaged upon the Work. It shall be the Contractor's duty to see that all of his/her Subcontractors commence their Work at the proper time and carry it on with due diligence so that they do not delay or injure either the Work or materials; and that all damage caused by them or their workers is made good at his/her expense.
- E. The City will not undertake to settle differences between the Contractor and his/her Subcontractors or between subcontractors.
- F. The Contractor shall utilize the services of specialty Subcontractors, without additional expense to the City, on those parts of the Work which are specified to be performed by specialty contractors.

2.10 USE OF FACILITIES PRIOR TO COMPLETION OF CONTRACT

- A. Whenever in the opinion of the Director any Work under the Contract, or any portion(s) thereof, is in a condition suitable for use by the City, the City may, after written notice and designation from the Director to the Contractor, use (which includes, but is not limited to, taking over or placing into

service) any portion(s) designated by the Director.

- B. The use of any portion(s) by the City shall not be construed as, and will not constitute acceptance in any sense, of any portion(s) of the Work of the Contractor nor will such use trigger the running of any warranty and/or guarantee periods.
- C. All necessary repairs, renewals, changes, or modifications in the Work or any portion thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship, the operations of the Contractor, or any other cause, shall be made at the expense of the Contractor.
- D. The use of any portion(s) by the City shall not relieve the Contractor of any of his/her responsibilities or liabilities under the Contract nor constitute a waiver by the City of any of the conditions thereof. Said use shall not cancel liquidated damages as of the first date of use, or any continuance thereof, nor impair, reduce, or change the amount of liquidated damages.

2.11 COOPERATION WITH OTHER WORK FORCES

- A. The City reserves the right to perform other Work at or near the site at any time by the use of its own forces or other contractors.
- B. Other contractors, other utilities and public agencies or their contractors, other City contractors, and City personnel may be working in the vicinity during the project construction period. There may be some interference between these activities and the Work under the Contract Documents. The Contractor shall cooperate and coordinate his/her Work with that of other Work forces to assure timely Contract completion.

2.12 AGREEMENTS WITH PROPERTY OWNERS

Agreements with property owners for storing excavated material, storing any other materials, or for any other purpose related to the Work shall be made in writing and a copy submitted to the Director for his/her information. All storage charges shall be at the Contractor's sole expense.

2.13 PROTECTION OF PROPERTY

All public and private property, pavement or improvement, shall be safely guarded from damage or loss in connection with this Contract by the Contractor at all times. Should any facility, structure, or property be damaged during operations of the Contractor, he/she shall immediately notify the property owners or authorities. All damages and losses incurred shall be paid by the Contractor.

2.14 CONTRACTOR'S RESPONSIBILITIES FOR LOSSES OR LIABILITIES

- A. Risk of Loss

Except as otherwise provided in the Contract Documents and except as to the cost of repair or restoration of damage to the Work caused by force majeure, the Contractor shall bear all losses resulting to him/her on account of the amount or character of the Work, or from any unforeseen obstructions or difficulties which may be encountered, or from any encumbrances on the line of the Work, or because the nature of the ground in or on which the Work is done is different from what is assumed. The Contractor shall bear the risk for any City equipment, material, or supplies with which he/she has been entrusted.

B. Materials and Facilities

The Contractor shall be responsible for materials and facilities as hereinafter provided and in the event of his/her failure to carry out said responsibilities, the same may be carried out by the City at the expense of the Contractor:

1. The Contractor shall be responsible for any materials so furnished and for the care of all Work until its completion and final acceptance, and he/she shall at his/her own expense replace damaged or lost materials and repair damaged parts of the Work.
2. The Contractor shall protect City facilities from damage resulting from his/her Work. City facilities damaged by, or as a result of, the Contractor's Work under this Contract shall be repaired or replaced, as directed by the Director, at the Contractor's expense.
3. The Contractor shall remove from the vicinity of the completed Work all buildings, rubbish, unused material, concrete forms, and other materials belonging or used under his/her direction during construction. If Contractor fails to completely remove such items within a reasonable time the City may do so at the Contractor's expense.

C. Laws and Regulations

1. The Contractor shall obey all laws, ordinances, and regulations in any manner affecting those engaged or employed on the Work, or the materials used in the Work, or in any way affecting the conduct of the Work, and of all court orders and decrees having any jurisdiction or authority over the same. If any discrepancy or inconsistency should be discovered in this Contract, or in the Drawings or Specifications herein referred to, in relation to any such law, ordinance, regulation, order, or decree, he/she shall immediately report the same in writing to the Director.
2. Contractor shall, at all times, cause all his/her agents and employees to observe and comply with all such applicable laws, ordinances, regulations, orders, and decrees in effect or which may become effective before Final Completion of this Contract.
3. Nothing in the Contract Documents shall be construed to permit Work not conforming to such laws, ordinances, and regulations. If the Contractor ascertains at any time that any requirement of this Contract is at variance with such applicable law requirement, he/she shall immediately notify the Director.
4. If such applicable law requirement was not in effect on the date of submission of bids, any necessary adjustment of the Contract price shall be made as provided in Article 6 herein. If such applicable law requirement was in effect on said date of bid submission, no adjustment of Contract price will be considered.
5. The Contractor, at his/her own expense, shall pay all taxes properly assessed against his/her equipment, materials, or property used or required in connection with the Work.

2.15 WARRANTY AND CORRECTIONS

A. Warranty

1. Warranty. The Contractor warrants to the City that: (i) materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by

the Contract Documents; (ii) the Work will be of good quality and free from defects; (iii) the Work will conform to the requirements of the Contract Documents; and (iv) Contractor will deliver the Project free of stop notice claims. Work not conforming to these requirements, including substitutions not accepted by the City, will be deemed defective. The Contractor's warranty excludes improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the correction obligation of Paragraph 2.04 herein.

2. Overlap. Where any warranties provided under the Contract Documents overlap, conflict, or are duplicative, Contractor will be bound by the more stringent requirements.
3. Procurement and Assignment of Warranties: Contractor shall obtain in the name of City, or transfer or assign to City or City's designee prior to the time of Final Completion of the Work, any and all warranties or guarantees which Contractor is required to obtain pursuant to the contract Documents and which Contractor obtained from any other person or entity other than Contractor including, but not limited to, Subcontractors and manufacturers, and further agrees to perform the Work in such a manner so as to preserve any and all such warranties. Contractor shall secure written warranties from all Subcontractors. Contractor and its Subcontractors shall offer any warranty upgrades or extensions that are offered by manufacturers of any equipment or system installed in the Work to the City. Contractor shall deliver to City all warranty and guarantee documents and policies.
4. Survival of Warranties: The provisions of this paragraph 2.15 will survive Contractor's completion of the Work or termination of Contractor's performance of the Work.

B. Correction of Work

1. Before or After Final Completion. The Contractor shall promptly correct Work rejected by the City or City's designee, as failing to conform to the requirements of the Contract Documents, whether discovered before or after Final Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing, inspections, and compensation for the City's services and expenses made necessary thereby, will be at the Contractor's expense within the Contract Price.
2. After Final Completion.
 - (a) In addition to the Contractor's warranty obligations under Paragraph 2.15-A, if, within one (1) year after the date of Final Completion of the Work or within the time period established by any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall commence correction or replacement of such Work within forty-eight (48) hours after receipt of written notice from the City to do so. The Contractor shall perform such corrective work without charge or cost to the City after Final Completion of the Work. The City shall give such notice promptly after discovery of the condition.
 - (b) If the Contractor fails to commence correction or replacement of non-conforming Work within forty-eight (48) hours after receipt of written notice, the City will proceed to have defects repaired or replaced at the expense of the Contractor and its Performance Bond surety, plus fifteen percent (15%) for the City's overhead

and administrative expense. The City may charge such costs against any payment due Contractor. If, in the opinion of the City, defective work creates a dangerous or hazardous condition or requires immediate correction or attention to prevent further loss to the City or to prevent interruption of operations of the City, the City may take immediate action, give notice, make such correction, or provide such attention and the cost of such correction or attention will be charged against the Contractor. Such action by the City will not relieve the Contractor of the warranties provided in this Article or elsewhere in the Contract Documents.

3. Replacement or Removal of Defective or Unauthorized Work. The Contractor shall remove from the Site and replace those portions of the Work which are not in accordance with the requirements of the Contract Documents in a manner acceptable to and as ordered by the Director. No compensation shall be allowed for such removal or replacement. Director shall have authority to cause defective work to be remedied, removed or replaced and to deduct the costs from monies due or to become due to the Contractor.
4. Destruction or Damage. In the event the Contractor destroys or damages any construction of the City or another contractor while correcting or removing Work which is not in accordance with the requirements of these Contract Documents, the Contractor shall bear the cost of repairing or reconstructing that other construction as well.
5. No Limitation. Nothing contained in Paragraph 2.15-B will be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the one-year period for correction of Work as described in Paragraph 2.15-B relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the limitations periods established by statute for any construction defect or other causes of action.

2.16 CLEANING AND ENVIRONMENTAL CONTROLS

The Contractor, Subcontractors and employees shall comply with all litter and pollution laws and it shall be the responsibility of the Contractor to ensure compliance. The Contractor shall do all of the following:

- A. Maintain the Site free of waste materials, debris, and rubbish and in a clean and orderly condition; and Remove waste materials, debris and rubbish from site and dispose off-site legally.
- B. The Contractor shall maintain at his/her disposal any and all equipment necessary to prevent and remediate any sanitary sewer overflow arising out of the Work. The Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles, as directed by the Director, to maintain the affected areas in a condition of cleanliness acceptable to the City at all locations affected by the Contractor's operations. For purposes of this Paragraph, the affected areas include the project Site as well as all haul routes to and from the project Site and all areas of construction and restoration which have not been completed.
- C. The Contractor shall take appropriate action to ensure that no dust originates from the project Site.
- D. Any equipment or vehicles driven and/or operated within or adjacent to a street gutter, storm drain, runoff conveyance or ocean shall be checked and maintained daily to prevent leaks of materials that if introduced to water could be deleterious to aquatic life.
- E. No debris, soil, silt, sand, bark, trash, sawdust, rubbish, cement or concrete or washings thereof, oil or

petroleum products or other organic or earthen material from any construction, or associated activity or whatever nature shall be allowed to enter into or placed where same may be washed by rainfall or runoff into waters of the State. When operations are completed, any excess materials or debris shall be removed from the Work area.

2.17 WATER POLLUTION CONTROL

- A. The Contractor shall meet all applicable City of Vernon, state and federal clean water laws, rules and regulations including but not limited to all conditions set forth in the Vernon Municipal Code Chapter 21, Article 5 regarding stormwater and urban runoff controls as it relates to public agency activities including, but not limited to storm and/or sanitary sewer system inspection and repair, street sweeping, trash pick-up and disposal, and street and right-of-way construction and repair are required to implement and maintain the activity specific Best Management Practices (BMPs) listed in Table 2-1 below in compliance with the National Pollutant Discharge Elimination System (NPDES) requirements. Contractor shall not discharge any water containing trash, debris, pollutants, fuels, oils, soaps or other non-allowable constituents from its sweeping vehicles upon any city street, to any storm drain or any non-permitted outlet. As part of its submission, contractor shall describe its methods for preventing NPDES violations during sweeping operations within the City. In addition, Contractor shall comply with all NPDES requirements at its maintenance facilities, storage yards and company facilities. Failure to comply with this section may result in termination for cause by the City of any contract resulting from this solicitation.

Table 2-1. BMPs for Public Agency Facilities and Activities

General and Activity Specific BMPs	
General BMPs	Scheduling and Planning
	Spill Prevention and Control
	Sanitary/Septic Waste Management
	Material Use
	Safer Alternative Products
	Vehicle/Equipment Cleaning, Fueling and Maintenance
	Illicit Connection Detection, Reporting and Removal
	Illegal Spill Discharge Control
	Maintenance Facility Housekeeping Practices
Flexible Pavement	Asphalt Cement Crack and Joint Grinding/ Sealing
	Asphalt Paving
	Structural Pavement Failure (Digouts) Pavement Grinding and Paving
	Emergency Pothole Repairs
	Sealing Operations
Rigid Pavement	Portland Cement Crack and Joint Sealing
	Mudjacking and Drilling
	Concrete Slab and Spall Repair
Slope/Drains/Vegetation	Shoulder Grading
	Nonlandscaped Chemical Vegetation Control
	Nonlandscaped Mechanical Vegetation Control/Mowing
	Nonlandscaped Tree and Shrub Pruning, Brush Chipping, Tree and Shrub Removal

	Fence Repair
	Drainage Ditch and Channel Maintenance
	Drain and Culvert Maintenance
	Curb and Sidewalk Repair
Litter/ Debris/ Graffiti	Sweeping Operations
	Litter and Debris Removal
	Emergency Response and Cleanup Practices
	Graffiti Removal
Landscaping	Chemical Vegetation Control
	Manual Vegetation Control
	Landscaped Mechanical Vegetation Control/ Mowing
	Landscaped Tree and Shrub Pruning, Brush Chipping, Tree and Shrub Removal
	Irrigation Line Repairs
	Irrigation (Watering), Potable and Nonpotable
Environmental	Storm Drain Stenciling
	Roadside Slope Inspection
	Roadside Stabilization
	Stormwater Treatment Devices
	Traction Sand Trap Devices
Bridges	Welding and Grinding
	Sandblasting, Wet Blast with Sand Injection and Hydroblasting
	Painting
	Bridge Repairs
Other Structures	Pump Station Cleaning
	Tube and Tunnel Maintenance and Repair
	Tow Truck Operations
	Toll Booth Lane Scrubbing Operations
Electrical	Sawcutting for Loop Installation
Traffic Guidance	Thermoplastic Striping and Marking
	Paint Striping and Marking
	Raised/ Recessed Pavement Marker Application and Removal
	Sign Repair and Maintenance
	Median Barrier and Guard Rail Repair
	Emergency Vehicle Energy Attenuation Repair
Storm Maintenance	Minor Slides and Slipouts Cleanup/ Repair
Management and Support	Building and Grounds Maintenance
	Storage of Hazardous Materials (Working Stock)
	Material Storage Control (Hazardous Waste)
	Outdoor Storage of Raw Materials
	Vehicle and Equipment Fueling
	Vehicle and Equipment Cleaning
	Vehicle and Equipment Maintenance and Repair
	Aboveground and Underground Tank Leak and Spill Control

B. Water Quality Protection Requirements for Construction Projects with Less than One (1) Acre of Disturbed Soil.

All construction projects, regardless of size, will be required to implement best management practices (BMPs) necessary to reduce pollutants to the Maximum Extent Practicable (MEP) to meet the minimum water quality protection requirements and implement all applicable set of BMPs as defined in Table 2-2.

Table 2-2 Minimum Water Quality Protection Requirements and Applicable Set of BMPs for All Construction Projects		
Category	Minimum Requirements	BMPs
1. Sediment Control	Sediments generated on the project site shall be retained using adequate Treatment Control or Structural BMPs.	Sediment Control
2. Non-Stormwater Management, Waste Management and Materials Pollution Control	Construction-related materials, wastes, spills or residues shall be retained at the project site to avoid discharge to streets, drainage facilities, receiving waters, or adjacent properties by wind or runoff. Non-storm water runoff from equipment and vehicle washing and any other activity shall be contained at the project sites.	Stormwater Management; Waste Management
3. Erosion Control	Erosion from slopes and channels shall be controlled by implementing an effective combination of BMPs, such as the limiting of grading scheduled during the wet season; inspecting graded areas during rain events; planting and maintenance of vegetation on slopes; and covering erosion susceptible slopes.	Erosion Control

Please refer to the California Stormwater Quality Association's Construction Handbook (available on their website: www.cabmphandbooks.com) for further information regarding the BMPs listed in Table 2-2.

All construction projects with Less than One (1) Acre of Disturbed Soil shall submit to the City a signed Statement of Intent to Comply with Minimum Requirements of the Stormwater Permit (Exhibit 5).

The Contractor may self-certify that the following training was completed on an annual basis providing they certify they have received all applicable training:

- The Contractor shall train all of their employees in targeted positions (whose interactions, jobs, and activities affect stormwater quality) on the requirements of the overall stormwater management program.
- When the Work includes the use or have the potential to use pesticides or fertilizers, the Contractor shall train all of their employees (whether or not they normally apply pesticides or fertilizers as part of their work). Training programs shall address:
 - 1) The potential for pesticide-related surface water toxicity
 - 2) Proper use, handling, and disposal of pesticides

- 3) Least toxic methods of pest prevention and control, including Integrated Pest Management
 - 4) Reduction of pesticide use
- C. Water Quality Protection Requirements for Construction Projects with One (1) Acre (or greater) of Disturbed Soil. In addition to the minimum BMPs required in Paragraphs A and B, all construction projects where at least one (1) acre of soil will be disturbed, construction activity that results in land surface disturbances of less than one acre if the activity is part of a larger common plan of development, or the sale of one or more acres of disturbed land surface requires a Construction Activities Storm Water General Permit (2009-0009-DWQ Permit).

Prior to commencement of construction activities, the Permit Registration Documents (PRDs) must be submitted electronically in the Storm Water Multi-Application Report Tracking System (SMARTS) (<http://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.jsp>). PRDs consist of the Notice of Intent, Risk Assessment, Post-Construction Calculations, a Site Map, the Storm Water Pollution Prevention Plan (SWPPP), a signed certification statement by the Legally Responsible Person (LRP), and the first annual fee.

See: http://www.swrcb.ca.gov/water_issues/programs/stormwater/construction.shtml for more information. A Waste Discharger Identification (WDID) will be emailed to the LRP after the PRDs have been submitted and are deemed complete. Construction activities cannot begin until a WDID is issued by the State Water Resources Control Board. Contractor shall bear the costs of any delays to the Project caused by a delay in obtaining its WDID.

The SWPPP shall include:

1. The name, location, period of construction, and a brief description of the project;
2. Contact information for the owner and contractor;
3. The building permit number for the project;
4. The grading permit number for the project (where applicable);
5. A list of major construction materials, wastes, and activities at the project site;
6. A list of best management practices to be used to control pollutant discharges from major construction materials, wastes, and activities;
7. A site plan (construction plans may be used) indicating the selection of BMPs and their location where appropriate;
8. Non-storm water discharges, their locations, and the BMPs necessary to prevent the discharge;
9. A maintenance and self-inspection schedule of the BMPs to determine the effectiveness and necessary repairs of the BMPs; and
10. A certification statement that all required and selected BMPs will be effectively implemented.

Within seven (7) days after the City awards the Contract, the Contractor shall submit seven (7) copies of the proposed SWPPP to the City. The City shall review the SWPPP within 14 days of receipt of the plan. If revisions are required, the Contractor shall revise and re-submit the document within seven (7) days of its receipt of the City's comments. The City shall then have seven (7) days to consider the revisions made by the Contractor and approve the SWPPP.

The Contractor shall maintain a minimum of two (2) readily accessible copies of the SWPPP at the Project site. The SWPPP shall be made available upon request of a representative of the Los Angeles Regional Water Quality Control Board (LARWQCB) or the U.S. Environmental Protection

Agency (U.S. EPA). Requests by environmental groups and the public shall be directed to the City.

D. Best Management Practices

The objective of the SWPPP is to identify potential sources of pollution that may reasonably affect the quality of storm water discharge associated with construction activities. The plan will describe and ensure the implementation of Best Management Practices (BMPs) which will be used to reduce pollutants in the storm water discharges from the construction site. A Best Management Practice is defined as any program, technology, process, operating method, measure, or device that controls, prevents, removes, or reduces pollution. The Contractor shall select appropriate BMPs from the California Stormwater BMP Handbook, Municipal, Industrial, New Development, and Construction Volumes (www.cabmphandbooks.com) in conjunction with all activities and construction operations. Copies of the California Stormwater BMP Handbooks may be obtained from:

California Stormwater Quality Association
P.O. Box 2313
Livermore, CA 94551
www.cabmphandbooks.com

Cashier
Los Angeles County DPW
900 South Fremont Avenue
Alhambra, CA 91803
Tel. No. (626) 458-6959

E. Implementation

The Contractor will be responsible throughout the duration of the Project for the installation, monitoring, inspection and maintenance of the BMPs included in the SWPPP and for removing and disposing of temporary BMPs. The Contractor may be required to implement additional BMPs as a result of changes in actual field conditions, contractor's activities, or construction operations.

The Contractor shall demonstrate the ability and preparedness to fully deploy these SWPPP control measures to protect soil-disturbed areas of the project site before the onset of precipitation and shall maintain a detailed plan for the mobilization of sufficient labor and equipment to fully deploy these control measures.

Throughout the winter season, active soil-disturbed areas of the project site shall be fully protected at the end of each day with these control measures unless fair weather is predicted through the following day. The Contractor shall monitor daily weather forecasts. If precipitation is predicted prior to the end of the following workday, construction scheduling shall be modified, as required, and the Contractor shall deploy functioning control measures prior to the onset of the precipitation.

The City may order the suspension of construction operations which are creating water pollution if the Contractor fails to conform to the requirements of this Paragraph 2.17. Unless otherwise directed by the City, the Contractor's responsibility for SWPPP implementation shall continue throughout any temporary suspension of the Work.

F. Sewage Spill Prevention. The Contractor's attention is directed to the sewer bypass operation required during any sewer construction pursuant to the 2012 edition of the "Greenbook" Standard Specifications for Public Works Construction, Section 500.1.2.4 or as that section is subsequently amended.

The Contractor shall exercise extraordinary care to prevent the cause of events that may lead to a sewage spill. In the event of a sewage spill, the Contractor shall make arrangements for an emergency response unit comprised of emergency response equipment and trained personnel to be immediately dispatched to the project site.

The Contractor shall be fully responsible for preventing and containing sewage spills as well as recovering and properly disposing of raw sewage. In addition, the Contractor is responsible for any fines, penalties and liabilities arising from negligently causing a sewage spill. Any utility that is damaged by the contractor shall be immediately repaired at the Contractor's expense. The Contractor shall take all measures necessary to prevent further damage or service interruption and to contain and clean up the sewage spills.

G. Sewage Spill Telephone Notification

Should a sewage spill occur, the Contractor shall immediately report the incident to both of these two City Departments:

Sewer Maintenance ServicesCity of Vernon Control Center (323) 826-1461

Fire Department Dispatch Center 911

The Contractor is encouraged to obtain telephone numbers, pager numbers and cellular telephone numbers of City representatives such as Project Managers and Inspectors. However, if these City representatives are not available, then the Contractor shall immediately call:

City of Vernon Control Center (323) 826-1461

H. Sewage Spill Written Notification

The Contractor shall prepare and submit a written report to the Director within three (3) Working Days from the occurrence of a spill to the City. This report shall describe all of the following:

1. The exact location on the Thomas Guide map.
2. The nature and volume.
3. The date, time and duration.
4. The cause.
5. The type of remedial and/or cleanup measures taken and date and time implemented.
6. The corrective and preventive action taken.
7. The water body impacted and results of necessary monitoring.

I. Enforcement

The City is subject to enforcement actions by the LARWQCB, U.S. EPA, environmental groups and private citizens. The Contractor shall indemnify, defend and hold City, its officers, agents and employees harmless from Contractor's failure to comply and/or fulfill the requirements set forth in this Paragraph 2.17. Contractor shall be responsible for all costs and liabilities imposed by law as result of Contractor's failure to comply and/or fulfill the requirements set forth in this Paragraph 2.17. The costs and liabilities include, but are not limited to fines, penalties and damages whether assessed against the City or the Contractor.

In addition to any remedy authorized by law, any money due to the Contractor under this contract shall be retained by the City until all costs and liabilities imposed by law against the City or Contractor have been satisfied.

J. Maintenance

The Contractor shall ensure the proper implementation and functioning of BMP control measures and shall regularly inspect and maintain the construction site for the BMPs identified in the SWPPP. The Contractor shall identify corrective actions and time frames in order to properly address any damaged measure, or reinstate any BMPs that have been discontinued.

If the City identifies a deficiency in the deployment or functioning of identified control measures, the deficiency shall be corrected by the Contractor immediately or by a later date and time if agreed to by Director and if requested in writing, but not later than the onset of the subsequent precipitation events. The correction of deficiencies shall be at no additional cost to the City.

K. Payment

All costs involved in the implementation of the SWPPP, including furnishing all labor, materials, tools, equipment and all incidentals; and for doing all the work involved in installing, constructing, maintaining, removing, and disposing of control measures, except those that were installed as a part of another structure, shall be included in the unit prices bid for the various related items of work and no additional compensation will be made therefor.

2.18 SOLID WASTE DISPOSAL AND DIVERSION

The Contractor shall submit to the Director the following summary of solid waste generated by the Work, disposed in Class III landfills, or diverted from disposal through recycling. Report disposal in inert fill separately. This form must be accompanied by legible copies of weight tickets, receipts, or invoices that specifically identify the project generating the material. Said documents must be from recyclers and/or disposal site operators that are acceptable to the Director. Further, the documents must be submitted to the Director with each application for progress payment. Failure to submit the form and its supporting documentation will render the application for progress payment incomplete and delay progress payments.

SUMMARY OF SOLID WASTE DISPOSAL AND DIVERSION

Project Title: _____ Specification No. _____

Type of Material	(a) Disposed in Class III Landfills	(b) Diverted from Class III Landfills by	(c) [Leave This Column Blank]	(d) Disposed in Inert Fills
	Tons/CY	Tons/CY	Tons/CY	Tons/CY
Asphalt				
Concrete				
Metal				
Other Segregated Materials (Describe):				
Miscellaneous Construction Waste				
Total				

Form to be submitted to the City

SIGNATURE: _____

TITLE: _____

DATE: _____

2.19 RECYCLED, REUSABLE AND RECYCLABLE PRODUCTS

The Contractor is encouraged to propose recycled, reusable and recyclable products for use by the City. Those items should be clearly identified. The City may require further information or documentation to ascertain the suitability/appropriateness of a proposed product.

[END OF ARTICLE]

ARTICLE 3 - TIME OF COMMENCEMENT AND COMPLETION

3.01 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

A. Notice to Proceed

The Contractor is not authorized to perform any Work the Contract Documents until he/she has received from the City an official notification to commence Work. The date on which the notification is received by the Contractor is herein referred to as the Notice to Proceed. The Contractor shall commence Work on the Date of Commencement established in the Notice to Proceed is issued. The Notice to Proceed shall be issued after the Contract is properly executed, bonds are furnished and approved, and insurance has been submitted and approved.

B. Prosecution of the Work

Work shall be continued at all times with such force and equipment as will be sufficient to complete it within the specified time. The Contractor expressly proposes that he/she has taken into consideration and made allowances for all ordinary delays and hindrances to the Work to be performed and that he/she will complete the Work within the specified time.

C. Required Contract Completion

Time is of the essence in the completion of this Contract. The Work shall be completed in its entirety and made ready for service within thirty (30) calendar days following the Date of Commencement established in the Notice to Proceed ("Contract Time"). By executing the Contract, Contractor confirms that the Contract Time is a reasonable period for performing the Work.

3.02 CITY'S DISCRETION TO EXTEND CONTRACT TIME

In the event the Work required hereunder is not satisfactorily completed in all parts and in compliance with the Contract Documents, City shall have the right, in its sole discretion, to increase the number of Working Days or not, as may seem best to serve the interest of City. A change order extending the Contract Time only will be issued by the City should the City decide to increase the number of Working Days.

3.03 SUBSTANTIAL COMPLETION

A. Contractor Request for Inspection and Punch List

When the Contractor considers that it has achieved Substantial Completion of the Work, or designated portion thereof, Contractor shall prepare and submit to the Director a request for inspection and a comprehensive punch list of items to be completed or corrected prior to Final Payment. Failure to include an item on such punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

B. City Inspection

Upon receipt of the Contractor's punch list, the Director will make an inspection to determine whether the Work or designated portion thereof is Substantially Complete. If the inspection discloses any item, whether or not included on the Contractor's punch list, which is not sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before City's issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by City.

The Contractor shall then submit a request for another inspection by City to determine Substantial Completion.

C. Certificate of Substantial Completion

When the Work or designated portion thereof is substantially complete, the Director will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the City and Contractor for security, maintenance, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall finish all items on the Contractor's punch list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work. Contractor shall deliver to City all warranty and guarantee documents and policies.

3.04 DELAYS AND EXTENSIONS OF TIME FOR CONTRACTOR

- A. The Contractor shall take reasonable precautions to foresee and prevent delays to the Work. In the event of any delay to the Work, the Contractor shall revise his/her sequence of operations, to the extent possible under the terms of the Contract, to offset the delay.
- B. If any delay to the Work is caused by circumstances within the Contractor's control, it is not excusable and not compensable, and the Contractor will not be entitled to any extension of time or to any other compensation for damages resulting directly or indirectly therefrom.
- C. If any delay having a direct effect on the Work is caused by circumstances beyond the control of the Contractor except for causes of delay specified in Paragraph 3.04-D., such delay may be excusable and may entitle the Contractor to an equivalent extension of time, but not to any other compensation. Excusable but not compensable causes include but are not limited to labor disputes, weather conditions unfavorable for prosecution of the Work, and force majeure.
- D. If any delay having a direct effect on the Work is caused by failure of the City to provide information as specified, or necessary instructions for carrying on the Work, or to provide the necessary right of way or site for installation, or failure of a utility to remove or relocate an existing facility such delay may be compensable and may entitle the Contractor to an equivalent extension of time, and to compensation for damages resulting directly from any of the causes of delay specified in this paragraph.
- E. The Contractor shall notify the Director in writing of any delay having a direct effect on the Work and the causes thereof within 15 days from the beginning of such delay.
- F. Any claim for an extension of time or for compensation for damages resulting from delay shall be made in writing to the Director not more than 30 days after the ending of such delay. The Contractor shall provide a written report evaluating the impact of the delay which shall include, at a minimum, all of the following:
 - 1. a narrative description of the delay and its impact on the critical path to Substantial Completion of the Work or a portion of the Work designated by City;
 - 2. a detailed breakdown of the Allowable Costs, if any, sought by Contractor due to the delay;
 - 3. the number of days of extension sought by Contractor as an adjustment to the Contract time;
 - 4. a statement that Contractor has complied with the requirements of the General Conditions for written notice of delays, along with the dates and copies of such notices;
 - 5. the measures taken by Contractor and Subcontractors to prevent or minimize the delay; and

6. the Contactor's recommendations for reordering or re-sequencing the Work to avoid or minimize further delay.

No extension of time or compensation for damages resulting from delay will be granted unless the delay affects the timely completion of the overall Work under the Contract or the timely completion of a portion of the Work for which a time of completion is specified.

- G. The Director will investigate the facts and ascertain the extent of the delay, and his/her findings thereon shall be final and conclusive.
- H. Failure of the Contractor to give written notice of a delay, or to submit or document a claim for an extension of time or for damages resulting from delay in the manner and within the times stated above shall constitute a waiver of all claims thereto.
- I. When a Contractor experiences two concurrent delays, one compensable and the other excusable, no compensation other than an extension of time will be allowed.
- J. An extension of time must be approved by the Director to be effective, but an extension of time whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the Contract.

3.05 CLIMATIC CONDITIONS

- A. The Director may suspend the Work whenever weather conditions or conditions resulting from inclement weather are unfavorable for the prosecution of the Work. The delay caused by such suspension may entitle the Contractor to an extension of time but not to any other compensation.
- B. If the Contractor believes that Work should be suspended under this Paragraph 3.05, he/she may request such suspension. The delay caused by such suspension may entitle the Contractor to an extension of time but not to any other compensation.
- C. No extension of time will be granted for suspension of Work unless the suspension affects the timely completion of all Work under the Contract or the timely completion of a portion of the Work for which a time of completion is specified. Determination that the suspension for inclement weather conditions or conditions resulting from inclement weather affects timely completion and entitles the Contractor to an extension of time shall be made and agreed to in writing by the Director and the Contractor on each day that Work is suspended. In the event of failure to agree, the Contractor may protest under the provisions of Paragraph 7.07.
- D. If Work is suspended and an extension of time is granted under this Paragraph 3.05 the Contractor will be entitled to a one day extension of time for each day that he/she is unable to Work at least one-half of his/her current normal Work day; and if the Work is suspended at the regular starting time on any Work day and the Contractor's Workforce is dismissed as a result thereof, then he/she will be entitled to a one day extension of time whether or not conditions change thereafter and the major portion of the day is suitable for Work.

3.06 COMPLETION AND ACCEPTANCE

- A. Upon request by the Contractor, the Director shall conduct a final inspection of the Work. If, in the Director's opinion, Final Completion has been achieved, the Director will accept the Work by issuing a "Notice of Completion" of the Work to the Contractor. Upon the issuance of the Notice of Completion the Contractor will be relieved from responsibility to protect the Work.
- B. Within 15 calendar days after issuing the Notice of Completion, the Director will record the Notice of Completion with the County Recorder.

3.07 LIQUIDATED DAMAGES

- A. Contractor and City agree to liquidate damages in the amount of one thousand five hundred dollars (\$1,500.00) per day, with respect to Contractor's failure to achieve Substantial Completion of the Work within the Contract Time. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85. The Contractor acknowledges and agrees that the liquidated damages are intended to compensate City solely for the Contractor's failure to meet the deadline for Substantial Completion and shall not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.
- B. In the event that Contractor fails to achieve Substantial Completion of the Work within the Contract Time, Contractor agrees to pay City the amount specified in the Contract form for each calendar day that Substantial Completion is delayed.
- C. Contractor and City acknowledge and agree that the foregoing liquidated damages have been set based on an evaluation of damages that the City will incur in the event of late completion of the Work. Contractor and City acknowledge and agree that the amount of such damages are impossible to ascertain as of the effective date hereof and have agreed to such liquidated damages to fix City's damages and to avoid later disputes. It is understood and agreed by Contractor that liquidated damages payable pursuant to this Agreement are not a penalty and that such amount are not manifestly unreasonable under the circumstances existing as of the effective date of this Agreement.
- D. It is further mutually agreed that City shall have the right to deduct liquidated damages against progress payments or retainage and that the City will issue a Construction Change Directive and reduce the Contract Sum accordingly. In the event the remaining unpaid Contract Sum is insufficient to cover the full amount of liquidated damages. Contractor shall pay the difference to City.

[END OF ARTICLE]

ARTICLE 4 - CONSTRUCTION SCHEDULES

4.01 BASELINE PROJECT SCHEDULE

The Contractor shall submit his/her work Baseline Project Schedule, in electronic as well as hard-copy format, to the Director at the pre-construction meeting showing in detail how the Contractor plans to execute and coordinate the Work. The construction schedule shall show the sequence of work, critical path and estimated time for completion of each segment of work. This schedule must be reviewed and accepted by the Director before the Contractor will be permitted to begin work. In addition, the Contractor shall submit a detailed schedule forecasting two (2) weeks of work describing each day's work. This schedule shall be updated and submitted to the City every other Monday during the construction period. The Contractor shall give 48 hours notice to the City Engineer prior to the start of the work.

A. Format

1. At a minimum, the Baseline Project Schedule activities shall be coded on a work discipline basis and by geographic area or location on the Project. The Baseline Project Schedule shall include a detailed description of each activity code. The Baseline Project Schedule shall be based on and incorporate contract milestone and completion dates specified in the Contract Documents. It shall depict events, jobs, and their interrelationships and shall recognize the progress that must be made on one task before subsequent tasks can begin. The schedule shall be comprehensive and shall include all logical interdependencies and interactions required to perform the Work of the Project.
2. Overall time of completion and time of completion for each milestone shown on the Schedule shall adhere to the specified Contract Time, unless an earlier (advanced) time of completion is requested by Contractor, agreed to by the City and formalized by Change Order.
3. Contractor shall use the latest version of Microsoft Project or equivalent software agreed to by the parties.
4. The City will review the submitted Baseline Project Schedule for conformance with these scheduling requirements. Within fourteen (14) calendar days after receipt, the City will accept the proposed Baseline Project Schedule or will return it with comments. If the proposed Baseline Project Schedule is accepted by the City, it shall be deemed part of the Contract Documents. If the Baseline Project Schedule is not accepted by City, Contractor shall revise the Baseline Project Schedule, in accordance with the recommendations of the City, and re-submit same for acceptance, no later than seven (7) calendar days after receipt of said recommendation.
5. Acceptance of Baseline Project Schedule by City, failure to include an element of work, or inaccuracy in Baseline Project Schedule shall not relieve Contractor from the responsibility for accomplishing the Work in accordance with the Contract Documents.

B. Float

1. Critical Work activities are defined as Work activities which, if delayed or extended, will delay the scheduled completion of the milestones and/or time of completion. All other Work activities are defined as non-critical Work activities and are considered to have float. Float is defined as the time that a non-critical Work activity can be delayed or extended without delaying the scheduled completion of the milestones and/or time of completion. Float is considered a Project resource available to either party or both parties as needed. Once identified, Contractor shall monitor, account for, and maintain float in accordance with Critical Path Methodology.

2. Delays of any non-critical Work shall not be the basis for an extension of Contract Time until the delays consume all float associated with that non-critical Work activity and cause the Work activity to become critical.
3. It is acknowledged that City-caused time savings (i.e., critical path submittal reviews returned in less time than allowed by the Contract Documents, approval of substitution requests which result in a savings of time for Contractor, etc.) create shared float. Accordingly, City-caused delays may be offset by City-caused time savings.

C. Weather (This section applies only to projects of one (1) year duration or longer)

The completion time contemplated by this Contract anticipates zero lost days (Work Days) due to normal weather conditions annually and prorated for any duration less than twelve months. Only unusual or extreme weather conditions, as determined by the National Oceanic and Atmospheric Administration, for the time of year will be considered as justification for an extension of time to complete the Project, and only after the zero weather days have been utilized. Annual weather days are not cumulative, and unused days shall become "float" for the benefit of the project, and the schedule adjusted accordingly. The use of weather days by the Contractor shall be subject to all the conditions of claim for an extension of time. The Contractor shall notify the City in writing within ten (10) days of the commencement of each rain event.

D. Early Completion

While the Contractor may schedule completion of the Project earlier than the date established by the Contract Documents, no additional compensation shall become due the Contractor for the use of float time between the Contractor's projected early completion date and the date for Substantial Completion established by the Contract Documents, unless an earlier (advanced) time of completion is requested by Contractor, agreed to by the City, and formalized by Change Order.

4.02 SCHEDULE UPDATES

- A. With each Application for Payment submitted by Contractor (other than the final Application for Payment), the Contractor shall submit to the City an updated Project Schedule revised to indicate the Work completed, status of Work in progress, all progress slippages, corrective actions taken, or slippage carry-over, for all anticipated delays or difficulties, and all other information required to accurately present the actual status of the progress of the Work as of the date of the Application for Payment. If the Contractor does not submit an updated Project Schedule with an Application for Payment, City may withhold payment, in whole or in part, until the updated Project Schedule is submitted. In the event that an update to the Project Schedule indicates a delay to the Contract Time the Contractor shall propose an affirmative plan to correct each such delay, including overtime and/or additional labor, if necessary. In no event shall any Project Schedule update constitute an adjustment in the Contract Time, any deadline, or the Contract Sum unless any such adjustment is agreed to by the City and authorized pursuant to Change Order or Work Directive.
- B. At no time shall historical data contained within the updated Project Schedule (i.e. completed activities) be removed and/or altered in any way. This historical data is to be preserved within each of the updated Project Schedules and submitted with the final schedule update to reflect the actual start and finish dates for each activity within the Schedule.
- C. Any work stoppages within individual work activities that exceed seven (7) calendar days in duration shall be clearly indicated within the updated Project Schedule. In cases where unplanned activity work

stoppages exceed seven (7) calendar days activities shall be added to the Project Schedule to clearly indicate the work stoppage period and identify forecasted resumption and completion of the activity where work has stopped. Contractor shall clearly note all schedule revisions when Project Schedule updates are submitted, as required in this Paragraph 4.02 above.

4.03 NONCOMPENSABLE EXTRAORDINARY MEASURES

- A. Should the City determine, in its sole judgment, that the performance of the Work has not progressed to the level of completion required by the Contract Documents, City shall have the right to order the Contractor to take corrective measures to expedite the progress of construction, at no additional cost to the City, including, without limitation, the following:
1. Working additional shifts of overtime.
 2. Supplying additional manpower, equipment, and/or facilities.
 3. Reschedule activities to maximize practical concurrence of accomplishment of activities.
 4. Submitting a Recovery Schedule discussed above, for resequencing performance of the Work or other similar measures.
 5. Any other actions that may be necessary to mitigate delays.
- B. Such Extraordinary Measures shall continue until the progress of the Work is no longer behind schedule and/or reaches the stage of completion required by the Contract Documents. Contractor shall not be entitled to an adjustment in the Contract Sum in connection with the performance of any such Extraordinary Measures required by the City under this Paragraph. The City may exercise the rights furnished the City pursuant to this Paragraph as frequently as the City deems necessary to ensure that the Contractor's performance of the Work will comply with the Contract Time or interim completion dates set forth in the Contract Documents. If Contractor or its Subcontractors fail to implement or commence Extraordinary Measures within ten (10) calendar days of City's written demand, City may, without prejudice to other remedies, take corrective action at the expense of the Contractor which shall reduce the Contract Sum accordingly.

4.04 CONDITION OF PAYMENT

Compliance by Contractor with the requirements of the Contract Documents pertaining to preparation, submission, revising and updating of the Schedule is a condition precedent to City's obligation to make payment to Contractor of any or all sums that might otherwise be due to Contractor in the absence of such noncompliance. Payment by City under circumstances in which City, for any reason, fails or elects not to assert its right to withhold payment for noncompliance with this Paragraph shall not be construed as a waiver of the right to withhold future payments on account of such noncompliance or any other noncompliance.

[END OF ARTICLE]

ARTICLE 5 - SUSPENSION OR TERMINATION OF CONTRACT

5.01 TERMINATION BY THE CONTRACTOR

- A. Contractor shall have the right to terminate its performance of the Contract only upon the occurrence of one of the following:
1. The Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor, any Subcontractor, Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, due to:
 - a. the issuance of an order of a court or other public authority having jurisdiction; or
 - b. an act of government, such as a declaration of national emergency making material unavailable;and Contractor has given City written notice within ten (10) days of the occurrence of such ground for termination, then the Contractor may, upon thirty (30) additional calendar days written notice to City, unless the reason has theretofore been cured, terminate its performance of the Work.
 2. The Work is stopped for a period of 120 consecutive days through no act or fault of Contractor, any Subcontractor, Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, because the City has persistently failed to perform any material obligation under the Contract Documents and fails to cure such default within ninety (90) days after the receipt of notice from Contractor stating the nature of such default.
- B. If Contractor terminates its performance of the Contract in accordance with this Paragraph 5.01, the City shall pay Contractor for the Work executed through the date of termination as set forth in Paragraph 5.04-C below.

5.02 TERMINATION BY THE CITY FOR CAUSE

A. Grounds

The City shall have the right to terminate the Contractor's performance of the Contract, in whole or in part, without liability to City if:

1. Contractor fails promptly to begin the Work under the Contract Documents; or
2. Contractor refuses or fails to supply enough properly skilled workers or proper materials; or
3. Contractor fails to perform the Work in accordance with the Contract Documents, including conforming to applicable standards set forth therein in constructing the Project, or refuses to remove and replace rejected materials or unacceptable Work; or
4. Contractor discontinues the prosecution of the Work (exclusive of work stoppage: (a) due to termination by City; or (b) due to and during the continuance of a Force Majeure event or suspension by City); or

5. Contractor fails to resume performance of Work which has been suspended or stopped, within a reasonable time after receipt of notice from City to do so or (if applicable) after cessation of the event preventing performance; or
6. Any representation or warranty made by Contractor in the Contract Documents or any certificate, schedule, instrument, or other document delivered by Contractor pursuant to the Contract Documents shall have been false or materially misleading when made; or
7. Contractor fails to make payment to Subcontractors or Material Suppliers for materials or labor in accordance with the respective Contract Documents and applicable law; or
8. Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction; or
9. Contractor is guilty of breach of a provision of the Contract Documents; or
10. Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.

A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to the Contract. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Contract and declare it null and void.

B. City's Rights.

When any of the reasons specified in Paragraph 5.02-A exist, the City may, in addition to and without prejudice to any other rights or remedies of the City, and after giving the Contractor five (5) calendar days written notice, terminate Contractor's performance of the Work, in whole or in part, and may:

1. Take possession of the site and all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor;
2. Withhold from Contractor amounts unpaid hereunder and to offset such amounts against damages or losses incurred by City;
3. Accept assignment of subcontracts from Contractor, at the sole discretion of City, and
4. Finish the Work by whatever reasonable method the City may deem expedient.

Upon request of the Contractor, the City shall furnish to the Contractor a detailed accounting of the costs incurred by the City in finishing the Work.

C. Costs

If City's costs to complete and damages incurred due to Contractor's default exceed the unpaid Contract balance, the Contractor shall pay the difference to the City.

D. Wrongful Termination

If it has been adjudicated or otherwise determined that City has wrongfully terminated the Contractor

for cause, then said termination shall be deemed converted to a termination for convenience as set forth in Paragraph 5.04 and Contractor's remedy for wrongful termination in such event shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Paragraph 5.04.

5.03 PARTIAL DELETION OR SUSPENSION OF WORK BY THE CITY

- A. Contractor agrees that the City may determine whether any or all of the Work described in the Contract Documents shall be deleted or performance suspended without electing to terminate the Contractor's performance under the Contract and without any penalty being incurred by the City.
- B. Any such partial deletion or suspension of the Work shall in no way void or invalidate the Contract nor shall it provide Contractor with any basis for seeking payment from City for Work deleted or suspended except to the extent such Work has already been performed and is otherwise compensable under the Contract.
- C. The City shall have the right to later have any such suspended or deleted Work performed by Contractor or others without any penalty to the City.
- D. In the event of any partial or complete deletion or suspension of Work, the City shall furnish Contractor with prompt written notice thereof, and the City shall be entitled to take possession of and have as its property all Record Documents, Accounting Records, and other data prepared by Contractor or its Subcontractors.
- E. Suspension for Convenience.
 - 1. The City may at any time and from time to time, without cause, order the Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time as the City may determine. Such order shall be specifically identified as a "Work Suspension Directive" under this Section.
 - 2. Upon receipt of a Work Suspension Directive, Contractor shall, at the City's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Work covered by the Work Suspension Directive during the period of Work stoppage.
 - 3. Within the period of suspension, or such extension to that period as is agreed upon by Contractor and the City, the City shall either cancel the Work Suspension Directive or delete the Work covered by such Work Suspension Directive by issuing a Change Order or Construction Change Directive.
 - 4. If a Work Suspension Directive is cancelled or expires, Contractor shall continue the Work. A Change Order or Construction Change Directive will be issued to cover any adjustments of the Contract Sum and Contract Time necessarily caused by such suspension. No adjustment shall be made to the extent:
 - (a) That performance is, was, or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible; or
 - (b) That an equitable adjustment is made or denied under another provision of the Contract.
- F. Suspensions for Cause

City has the authority by written order to suspend the Work, in whole or in part, without liability to City

for Contractor's failure to:

1. Correct conditions unsafe for the Project personnel or general public, or
2. Carry out the Contract; or
3. Carry out orders of City.

G. Responsibilities of Contractor During Suspension Periods

During periods that Work is suspended, Contractor shall continue to be responsible for the Work and shall prevent damage or injury to the Project, provide for drainage, and shall erect necessary temporary structures, signs or other facilities required to maintain the Project and continue to perform according to the Contract Documents.

5.04 TERMINATION BY THE CITY FOR CONVENIENCE

A. Grounds

Without limiting any rights which City may have by reason of any default by Contractor hereunder, City may terminate Contractor's performance of the Contract, in whole or in part, at any time, for convenience upon fifteen (15) calendar days written notice to Contractor.

B. Contractor Actions

Upon receipt of such notice, Contractor shall perform the duties required by Paragraph 5.05 below. At the election of and as directed by the City, any or all of the subcontracts and purchase orders entered in to by Contractor prior to the effective date of termination shall be terminated or shall be assigned to City.

C. Compensation

1. If the Parties are unable to agree on the amount of a termination settlement, the City shall pay the Contractor the following amounts:
 - a. For Work performed before the effective date of termination, the total (without duplication of any items) of:
 - i. The cost of the Work; and
 - ii. A sum, as overhead and profit on the cost of the Work, determined by the City to be fair and reasonable. In no event shall Contractor be entitled to recover overhead or profit on Work not performed.
 - b. The reasonable costs of settlement of the Work terminated, including:
 - i. Accounting, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data, if any; and
 - ii. Storage, transportation, and other costs reasonably necessary for the preservation, protection, or disposition of inventory.

2. Such payment shall be Contractor's exclusive remedy for termination for convenience and will be due and payable on the same conditions as set forth for final payment to the extent applicable. Upon receipt of such payment, the Contractor and City shall have no further obligations to each other except for Contractor's obligations with respect to warranties, representations, indemnity, maintenance of insurance, and other obligations that survive termination or Final Completion as provided for herein.
3. It is understood and agreed that no fee, anticipated profit, compensation for lost opportunity costs, or other compensation or payment of any kind or character shall be due or payable for unperformed Work regardless of the basis of termination and the inclusion of this provision within this subparagraph shall in no way limit its application to termination under this Paragraph.
4. Contractor agrees that each of its subcontracts will reserve for the Contractor the same right of termination for convenience provided by this Paragraph 5.04.

D. No Consequential Damages

Under no circumstances shall Contractor be entitled to anticipatory or unearned profits or consequential or other damages as a result of a termination or partial termination under this Article 5. The payment to Contractor determined in accordance with this Article constitutes Contractor's exclusive remedy for a termination hereunder.

5.05 CONTRACTOR'S DUTIES UPON TERMINATION FOR CAUSE OR CONVENIENCE

If the City terminates Contractor's performance of Work under the Contract, for cause or convenience or if Contractor terminates a Subcontractor with the City's approval, Contractor shall:

- (1) cease performance of the Work to the extent specified in the notice;
- (2) take actions necessary or that the City may direct, for the protection and preservation of the Work;
- (3) settle outstanding liabilities, as directed by City;
- (4) transfer title and deliver to City Work in progress, specialized equipment necessary to perform the Work;
- (5) submit all Record Documents, Accounting Records and other data prepared pursuant to the Contract by Contractor and/or its Subcontractors, as applicable, to the City with fifteen (15) calendar days after the City's notice of termination in an organized, usable form, in both hard copy and electronic/digital form, with all items properly labeled to the degree of detail specified by the City; and,
- (6) except for Work directed by City to be performed prior to the effective date of termination stated in the notice, incur no further costs or expenses and enter into no further subcontracts and purchase orders.

No compensation shall be due Contractor, if any, until Contractor complies with the requirements of this Paragraph.

[END OF ARTICLE]

ARTICLE 6 – CHANGES

6.01 CITY'S RIGHT TO ORDER CHANGES

The City, without invalidating the Contract, may authorize changes in the Work consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly, if necessary. All such changes in the Work shall be authorized by Change Order or Construction Change Directive and Contractor shall perform such changes in the Work according to the applicable requirements of the Contract Documents.

6.02 APPLICABLE PROVISIONS

Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly and diligently with the change, unless otherwise provided in the Change Order or Construction Change Directive. It is of the essence to this Contract that all scope changes in the Work that form the basis of an adjustment of the Contract Sum or Contract Time must be authorized in advance in writing through either a Change Order or Construction Change Directive. A change in the Contract Sum or the Contract Time shall be accomplished only by Change Order or Construction Change Directive. Accordingly, no verbal directions, course of conduct or dealings between the Parties, express or implied acceptance of alterations or additions to the Work, or claim that the Contract has been abandoned or the City has been unjustly enriched by any alteration or addition to the Work shall be the basis of any claim for an increase in any amounts due under the Contract Documents or a change in any time period provided in the Contract Documents.

6.03 NOTICE OF SCOPE CHANGE

Contractor shall submit written notice of any change in scope to the Director if, in the Contractor's opinion, any instruction, request, Drawings, Specifications, action, condition, omission, default, or other situation occurs that the Contractor believes constitutes a scope change or other matter resulting in Extra Work, for which Contractor believes it is entitled to an adjustment of the Contract Sum or Contract Time. Such notice shall be provided prior to performance of the Work affected by such occurrence and within seven (7) calendar days after the discovery date of the circumstances of such scope change or other matters. The written notice shall state the date, circumstances, extent of adjustment to the Contract Sum or the Contract Time, if any, requested. The mere presentation of such notice shall not establish the existence of any right by Contractor to adjustment of the Contract Sum or Contract Time. Failure to provide such timely written notice described herein shall constitute a waiver by Contractor of the right to any adjustment to the Contract Sum or Contract Time on account thereof.

6.04 CHANGE ORDERS

A. Computation

Methods used in determining adjustments to the Contract Sum by Change Order may include those listed in Paragraph 6.06 below.

B. Accord and Satisfaction

Agreement on any Change Order shall be a full compromise and settlement of all adjustments to Contract Time and Contract Sum, and compensation for any and all delay, extended or additional field and home office overhead, disruption, acceleration, inefficiencies, lost labor or equipment productivity, differing Site conditions, construction interferences and other extraordinary or

consequential damages (hereinafter called "Impacts"), including any ripple or cumulative effects of said Impacts on the overall Work under the Contract arising directly or indirectly from the performance of Work described in the Change Order. By execution of any Change Order, Contractor agrees that the Change Order constitutes a complete accord and satisfaction with respect to all claims for schedule extension, Impacts, or any costs of whatever nature, character or kind arising out of or incidental to the Change Order. No action, conduct, omission, product failure or course of dealing by the City shall act to waive, modify, change, or alter the requirement that (i) Change Order's must be in writing, signed by the City and Contractor and; (ii) that such written Change Orders are the exclusive method for effectuating any change to the Contract Sum and/or Contract Time.

6.05 CONSTRUCTION CHANGE DIRECTIVE (FIELD DIRECTIVE)

- A. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order. The City may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletion, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- B. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be calculated in accordance with Paragraph 6.06 herein (Pricing Changes in the Work).
- C. Upon receipt of the Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the City of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive, for determining the proposed adjustment in the Contract Sum or Contract Time.
- D. If Contractor believes a Construction Change Directive constitutes a basis for adjustment to the Contract Sum or Contract Time, then Contractor shall give a Notice of Scope Change provided in Paragraph 6.03, followed by a submission of a Change Order Request as required by Paragraph 6.08. Contractor shall, if requested by City in such Construction Change Directive or in a subsequent Construction Change Directive, proceed with the performance of the Work as described in the Construction Change Directive. Failure of Contractor to proceed with the performance of Work, as described in the Construction Change Directive shall give the City the right to carry out the Work, as set forth in Paragraph 2.05.
- E. A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- F. If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the City on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, Allowable Mark-Ups in accordance with Paragraph 6.06(E) herein.

6.06 PRICING CHANGES IN THE WORK

A. Alternative Methods of Pricing

The amount of any adjustment by Change Order or Construction Change Directive increasing or decreasing the Contract Sum shall be determined by the Director using one or a combination of the following methods:

1. Lump Sum. By mutual acceptance of a lump sum proposal from Contractor properly **itemized** and supported by sufficient substantiating data to permit evaluation. Such proposal shall be based solely on Allowable Costs, as defined in Subparagraph 6.06-C, and Allowable Mark-Ups, as defined in Subparagraph 6.06-E, and shall not include any costs or expense that is not permitted by the terms of any provision of the Contract Documents.
2. Unit Prices. By unit prices contained in Contractor's original Bid and incorporated in the Contract Documents or fixed by subsequent agreement between City and Contractor. Unless otherwise stated in the Bidding Documents, unit prices stated in the Contract Documents or agreed upon by the County and Contractor shall be deemed to include and encompass all Allowable Markups.
3. Time and Materials. By calculating the actual Allowable Costs directly incurred, plus a sum for Allowable Mark-Ups on such Allowable Costs.
4. Deletion of Work. By Unit Prices contained in Contractor's original Bid and incorporated in the Contract Documents, or by using the Schedule of Values to determine the value of the decrease of the Contract Sum, less the value of any Work performed, plus a reasonable percentage of the decrease for the Contractor's saved overhead unless the Schedule of Values allocates general conditions costs to individual line items, in which case no percentage of the decrease shall be added. When a change consists of both addition and deletion of Work, the added costs and deleted costs shall be calculated separately, and then added together, resulting in the net cost for the change. The Allowable Mark-Up shall be applied to this net cost.

B. Contractor Maintenance of Daily Records for Changes

1. In the event that Contractor is directed to perform any Extra Work, or should Contractor encounter conditions which the Contractor believes would obligate the City to adjust the Contract Sum and/or the Contract Time, Contractor shall maintain detailed records of the cost of such changes on a daily basis summarized in a daily report supplemented by back-up records. Such records shall include without limitation:
 - a. Labor. At the close of each day on which such Extra Work is performed, Contractor shall submit an Extra Work labor report, on forms provided by Director, to Director that sets forth a list of the actual hours spent in performing the Extra Work, that clearly differentiates between the labor expended on the Extra Work and other Work, and the Allowable Costs for such Extra Work performed that day showing the names of workers, their classifications, hours worked and hourly rates.
 - b. Materials, Equipment. A list of Allowable Costs of materials and equipment consumed in the performance of the Extra Work on the day on which such Extra Work is performed, together with copies of applicable delivery tickets and unit prices for all materials and for all equipment used the type of equipment, identification number, hours of operation (including loading and transportation) and hourly/daily rates involved for that day.
 - c. Other Services or Expenditures. A list of other services and expenditures constituting Allowable Costs incurred in performance of the Extra Work on the day on which such Extra Work is performed, along with documentation verifying the amounts thereof in such detail as Director may require.

2. In the event that more than one change to the Work is performed by the Contractor in a calendar day, Contractor shall maintain separate records of labor, construction equipment, materials, and equipment for each such change. In the event that any Subcontractor of any tier shall provide or perform any portion of any change to the Work, Contractor shall require that each such Subcontractor maintain records in accordance with this Section.
3. Each daily record maintained hereunder shall be signed by Contractor; such signature shall be deemed Contractor's representation and warranty that all information contained therein is true, accurate, complete, and relates only to the change referenced therein. All records maintained by Subcontractors of any tier, relating to the costs of a change in the Work shall be signed by such Subcontractor's authorized project manager or superintendent.

All such records shall be forwarded to the Director on the day the Work is performed (same day) for independent verification. The Director shall attempt to review and reconcile costs for changes on a daily basis. Records not available on the day on which the Extra Work is performed, such as, but not limited to, material invoices, shall be submitted as soon as they are available but not later than five (5) calendar days after the earlier of the day of delivery or incorporation of the particular item of Extra Work at the Site.

4. The Director may additionally require authentication of all time and material tickets and invoices by persons designated by the Director for such purpose. In the event that Contractor shall fail or refuse, for any reason, to maintain or make available for inspection, review, and/or reproduction such records, adjustments to the Contract Sum or Contract Time, if any, on account of any change to the Work may be deemed waived for that day. Contractor's obligation to maintain back-up records hereunder is in addition to, and not in lieu of, any other Contractor obligation under the Contract Documents with respect to changes to the Work.
5. Waiver by Contractor. Failure to submit such records as are required by this Paragraph daily shall waive any rights for recovery of Allowable Costs incurred for Extra Work performed that day. The failure of the Contractor to secure any required authentication shall, if the City elects in its sole discretion to treat it as such, constitute a waiver by the Contractor of any right to adjustment of the Contract Sum for the Allowable Cost of all or that portion of the Extra Work covered by such non-authenticated ticket or invoice.

C. Allowable Costs

The term "Allowable Costs" shall mean in the case of Extra Work actual costs incurred by Contractor and/or any Subcontractor, regardless of tier, and necessarily involved in direct performance of the Extra Work, or in the case of deleted work the actual costs that would have been incurred in performing deleted work by Contractor and/or any Subcontractor, regardless of tier, and shall be limited to the following costs:

1. Labor. Straight-time wages or salaries, and overtime wages and salaries specifically authorized by City in writing, for employees employed at the site, or at fabrication sites off the site, in the direct performance of the Extra Work or that would have been incurred in the direct performance of the deleted work, based on the actual cost for wages prevailing locally for each craft or type of workers at the time the Extra Work is done or the deleted work is ordered eliminated. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental. The use of labor classification which would increase the Allowable Cost for Extra Work will not be permitted unless Contractor establishes the necessity for such additional costs.

2. Benefits. Payroll taxes, insurance, health and welfare, pension, vacation, apprenticeship funds and benefits required by lawful collective bargaining agreements for employees on straight-time wages or salaries, and on overtime wages and salaries specifically authorized by City in writing, for employees employed at the site, or at fabrication sites off the site, in the direct performance of the Extra Work or that would have been incurred in the direct performance of the deleted work.
3. Materials, Consumables. Costs of materials and consumable items which are furnished and incorporated into the Work, as approved by City, or that would have been incorporated into the Work in the case of deleted work shall be at the lowest price available to Contractor but in no event shall such costs exceed competitive wholesale prices obtainable from other Subcontractors, suppliers, manufacturers and distributors in the general vicinity of the site. If City determines, in its discretion, that the cost of materials is excessive, or if Contractor fails to furnish satisfactory evidence of the cost from the actual supplier thereof, then in either case the cost of the materials shall be deemed to be the lowest wholesale price at which similar materials are available in the quantities required at the time they were needed. The City reserves the right to furnish such materials as it deems advisable, and Contractor shall have no claim for costs or profits on materials so furnished. Material invoices must be included with the extra work report to obtain payment.
4. Taxes. Sales taxes on the costs of materials and consumable items described in Paragraph 5.04-C.3 above.
5. Tool, Equipment Rental. Rental charges for necessary machinery and equipment, whether owned or hired, as authorized in writing by City, exclusive of hand tools, used directly in the performance of the Extra Work or that would have been used in the direct performance of the deleted work. Regardless of ownership, such rental charges shall not exceed the hourly rate derived from the most recently published "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," as published by K-111, San Jose, California, which is in effect at the time of commencement of the changed work. The Contractor shall attach a copy of the rate schedule to the daily reports required by Paragraph 6.06-B, above. The charges for any machinery and equipment shall cease when the use thereof is no longer necessary for the Extra Work or deleted work. No charge shall be allowed for use of equipment or tools which have a replacement value of \$500 or less. The allowable rental rates shall include the cost of fuel, power oil, lubrication, supplies, small tools, necessary attachments, loading, transportation, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Notwithstanding the provisions of Paragraph 6.06-E below, no mark-up shall be allowed for overhead, profit or bond premiums for use of equipment if the equipment is supplied by an equipment rental firm. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to City than holding it at the Site, it shall be returned, unless Contractor elects to keep it at the Site at no expense to City. Costs incurred while equipment is inoperative due to breakdowns, regular maintenance, or for non-Working Days shall not be allowed. The rental time shall include the time required to move the equipment to the Work from the nearest available source for rental of such equipment and to return it to the source. If such equipment is not moved by its own power, then loading and transportation will be allowed. Neither moving time nor loading and transportation costs will be paid if the equipment is for use on the Project unrelated to the Extra Work. All equipment shall be acceptable to City, in good working condition, and suitable for the purpose for which it is to be used.

6. Royalties. Additional or saved costs of royalties due to the performance of the Extra Work or deleted work.
7. Insurance, Bonds. Additional or saved costs of insurance and bonds, provided, however, that for Extra Work such costs shall not exceed one percent (1%) of Items 1 through 6 above.

D. Costs Not Allowed

Allowable Costs shall not include any of the following:

1. Wages, salaries, fringe benefits and payroll taxes of Contractor's and all Subcontractor's non-craft labor (above a Foreman level);
2. Overhead (including home office overhead), administrative or general expenses of any kind including engineering, estimating, scheduling, drafting, detailing, etc., incurred in connection with Extra Work;
3. Vehicles not dedicated solely for the performance of the extra of deleted work;
4. Small tools (replacement value not exceeding \$500);
5. Office expenses, including secretarial and administrative staff, materials and supplies;
6. On-site and off-site trailer and storage rental and expenses;
7. Site fencing;
8. Utilities, including gas, electric, sewer, water, telephone, telefax, copier equipment;
9. Computer and data processing personnel, equipment and software;
10. Federal, state or local business income and franchise taxes;
11. Losses of efficiency or productivity; and
12. Costs and expenses of any kind or item not specifically and expressly included in Paragraph 6.06-C.

E. Allowable Mark-Up

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

Labor	33%
Materials	15%
Equipment Rental	15%
Other Items and Expenditures	15%
2. Extra Work by Subcontractor (Markup): When all or any part of the extra work is performed by a Subcontractor, the markup provided for the Contractor in 6.06.E.1 shall apply to the Subcontractor's actual costs. A markup of 5% on the subcontracted portion of each extra work may be added for the Contractor.

F. Net Allowable Costs

If anyone scope change involves both Extra Work and deleted work in the same portion of the Work and the additive allowable costs exceed the deductive allowable costs, the Allowable Markups on the Extra Work will be only the difference between the two amounts.

6.07 CITY ORIGINATED REQUEST FOR ITEMIZED CHANGE ORDER PROPOSAL REQUEST

City may issue a Construction Change Directive or other written request to Contractor describing a proposed change to the Work and requesting the Contractor submit an itemized change order proposal in a format acceptable to City within ten (10) calendar days after City issues the request. The Contractor's change order proposal shall include an analysis of impacts to cost and time, if any, to perform additional work, change Work or delete Work, as applicable, including the effects and impacts, if any, on unchanged Work, estimates of costs (broken down by the cost categories listed in this Paragraph), and Contractor's proposed methods to minimize costs, delay, and disruption to the performance of the Work. If Contractor fails to submit a written change order proposal within such period of time, it shall be presumed that the change described in the City's original proposal request will not result in an increase to the Contract Sum or Contract Time and the change shall be performed by Contractor without additional compensation to Contractor. City's request for itemized change order proposal request does not authorize the Contractor to commence performance of the change. If City desires that the proposed change be performed, the Work shall be authorized according to the Change Order or Construction Change Directive procedures set forth herein.

6.08 CONTRACTOR ORIGINATED CHANGE ORDER REQUEST (COR)

If the Contractor believes that instructions issued by the City after the effective date of the Contract will result in changes to the Contract Sum or Contract Time or if the Contractor otherwise becomes aware of the need for or desirability of a change in the Work, Contractor may submit a written Change Order Request ("COR") to the City in writing, in a format acceptable to City and in accordance with the notice provisions and other requirements of Article 7 below for Claims. The COR must specify the reasons for the proposed change, cost impacts and relevant circumstances and impacts on the Construction Schedule. The document shall be complete in its description of the Work, its material and labor quantities and detail, and must support and justify the costs and credits claimed by the Contractor. A Critical Path Method schedule Fragnet is required to support and justify any additional time of performance requested by the Contractor. The City will not review any COR which is incomplete. The Contractor may request additional compensation and/or time through a COR but not for instances that occurred more than ten (10) calendar days prior to the notice date. Contractor's failure to initiate a COR within this ten-day period or to provide detailed back-up documentation to substantiate the COR within thirty (30) calendar days of the initial written notice shall be deemed a waiver of the right to adjustment of the Contract Sum or the Contract Time for the alleged change. Any COR that is approved by the City shall be incorporated in a Change Order or Construction Change Directive. If the COR is denied but the Contractor believes that it does have merit, the Contractor shall proceed with the disputed Work and may submit a Claim in accordance with the procedures set forth herein.

6.09 ISSUANCE OF WORK DIRECTIVE (UNILATERAL).

In the event of a dispute as to whether or not Extra Work is required, City shall have the right to unilaterally issue a Work Directive; Contractor shall continue performance of disputed Work pending resolution and shall maintain and submit to City all accounting and cost data necessary to substantiate Contractor's cost of such disputed Work.

[END OF ARTICLE]

ARTICLE 7 - CONTRACT PAYMENTS AND CLAIMS

7.01 GENERAL

- A. Payment will be made at the price for each item listed on the bidding form or as Extra Work as provided in the General Conditions.
- B. Initial progress payment will not be made prior to approval by the Director of the Schedule of Values, the Construction Progress Schedule, and the Schedule of Submittals.
- C. No subsequent progress payment will be made prior to receipt by the Director of the monthly revision of the Construction Progress Schedule.

7.02 SCHEDULE OF VALUES FOR PAYMENTS

A. Submission

Upon City's request, the three (3) lowest bidders shall complete and submit a Preliminary Schedule of Values, within seven (7) calendar days.

In addition, Contractor shall complete and furnish within seven (7) calendar days after receiving the Notice of Award of the Construction Contract a Final Schedule of Values giving a complete breakdown of the Contract Sum for each component of the Work.

B. Content

The Schedule of Values shall be in sufficient detail as the Director may, in its discretion, deem necessary to evaluate progress at any point in the performance of the Work. Unless otherwise specified in the Contract Documents, the Schedule of Values shall include, without limitation, a breakdown of the general categories of Subcontractor work, direct overhead, profit and contingency, and a further breakdown of the general categories of Subcontractor work into separate trade line items of costs for Subcontractor services, labor and material, which is based on actual Subcontractor contract, subcontract, purchase order or vendor prices. If requested by Director, Contractor shall revise the Schedule of Values to allocate sums for Contractor overhead, profit and/or contingency among the individual line items for trade portions of the Work. No amounts shall be reflected in the Schedule of Values or Application for Payment for Extra Work or Deleted Work for which a Change Order has not been executed by Contractor and City or for which a Construction Change Directive has not been issued by City. Amounts that have been mutually agreed to by Change Order or unilaterally determined by City pursuant to a Construction Change Directive shall be segregated from the cost of the base Contract Work and separately listed by line item in the Schedule of Values. The Schedule of Values must be prepared in sufficient detail and supported by sufficient data to substantiate its accuracy as the Director may require.

C. Applications for Payment

The Schedule of Values, when approved by the Director, shall be used as a basis for Contractor's Applications for Payment and may be considered as fixing a basis for adjustments to the Contract Sum.

D. Revisions

If, at any time, it is determined that the Schedule of Values does not allocate the Contract Sum in a manner that reasonably and fairly reflects the actual costs anticipated to be progressively incurred by Contractor, it shall be revised and resubmitted for the Director's approval.

7.03 APPLICATIONS FOR PAYMENT

A. Marked Schedule of Values

Five (5) Days prior to the date set forth in Paragraph 7.03-B below for the monthly progress payment meeting, Contractor shall submit to Director a copy of the proposed Schedule of Values, marked to show the percentage of completion certified by Contractor for each line item in the Schedule of Values, including any stored materials approved for payment by City pursuant to Paragraph 7.03-D, below and any withholdings from Contractor proposed by Director.

B. Monthly Review

For the purpose of expediting the progress payment procedure, Contractor shall meet with the Director on or before the twentieth (20th) day of each month to review the Contractor's marked Schedule of Values prepared in accordance with Paragraph 7.03-A, above. The Director shall revise as appropriate and sign the marked Schedule of Values to verify such review. If any item in the marked Schedule of Values submitted for payment is disputed during this review, Contractor agrees to use its best efforts to resolve the disputed items with the Director before submitting its Application for Payment. If the Director and Contractor cannot agree, then the percentage completion shall be established at such percentage as the Director, in good faith, determines is appropriate to the actual progress of the Work. No inaccuracy or error in the Director's good faith estimate shall operate to release Contractor or Surety from any responsibility or liability arising from or related to performance of the Work. The Director shall have the right subsequently to correct any error and dispute any item submitted in Contractor's Application for Payment, regardless of whether an item was identified as disputed in the review process provided for herein.

C. Certification

Each Application for Payment shall be signed and certified by Contractor under penalty of perjury to City that:

1. The data comprising the Application for Payment is accurate and the Work has progressed to the point indicated;
2. To the best of Contractor's knowledge, information and belief, the Work is in accordance with the Contract Documents;
3. Contractor is entitled to payment in the amount certified; and
4. All sums previously applied for by Contractor on account of Work performed by Subcontractors and that have been paid by City have been paid to the Subcontractors performing such Work, without any retention, withholding or backcharge by Contractor.

D. Stored Materials

Payments may be made by City, at its discretion, on account of materials or equipment not incorporated into the Work but delivered on the ground at the Site and suitably stored by Contractor or stored off-Site under the control of City. Such payments shall only be considered upon submission by Contractor of satisfactory evidence that it has acquired title to same, that the material or equipment will be utilized in the Work and that the material is satisfactorily stored, protected and insured, and that such other procedures are in place satisfactory to City to protect City's interests. To be considered for payment, materials or equipment stored off-Site shall, in addition to the above requirements and unless otherwise specifically approved by City in writing, be stored in a bonded warehouse, fully insured, and available to City for inspection. City shall have sole discretion to determine the amount of material and equipment that may be stored on the Site at any given time.

7.04 PROGRESS PAYMENTS

A. Conditions to Progress Payments

Contractor shall submit its Application for Payment to the Director, using such forms as required by City, once a month on or before the first (1st) Day of the month following the month in which the Work that is the subject of such Application for Payment was performed. Without limitation to any other provisions of the Contract Documents, the following shall be conditions precedent to a proper submission and to the Director approval of each Application for Payment:

1. Submission of a Schedule of Values that reflects the percentages of completion either agreed to or determined by Director in accordance with Paragraph 7.03-B, above;
2. Submission of the Contractor's certification required by Paragraph 7.03-C, above;
3. Submission of conditional releases of stop notice, if any, and bond rights upon progress payment, complying with California Civil Code Section 8132, for all Work performed during the time period covered by the current Application for Payment, signed by Contractor, its Subcontractors of every tier, and all material suppliers to each, and (2) forms of unconditional release of stop notice and bond rights upon progress payment, complying with California Civil Code Section 8134 for all Work performed during the time period covered by the previous Application for Payment, signed by Contractor, its Subcontractors of every tier and all material suppliers to each;
4. Compliance by Contractor with its obligation for maintenance of As-Builts as required by the Contract Documents;
5. Compliance by Contractor with its obligation for submission of monthly and daily reports as required by the Contract Documents;
6. Compliance by Contractor with its obligations for submission of scheduling information and updating of the Construction Schedule as required by Article 4, above and other provisions of the Contract Documents pertaining to preparation or updating of schedule information;
7. Submission of certified payroll records as required by the Contract Documents;
8. Submission of certifications by Contractor and each Subcontractor as required by applicable collective bargaining agreements certifying that all employee benefit contributions due and

owed pursuant to any applicable collective bargaining agreement have been paid in full; and

9. Compliance by Contractor with all of its other obligations for submission of documentation or performance of conditions which, by the terms of the Contract Documents, constitute conditions to Contractor's right to receive payment for Work performed.

B. Payments by City

Pursuant to California Public Contract Code Section 20104.50, City shall make progress payment of undisputed sums due within thirty (30) Days after receipt by Director of an undisputed and properly submitted Application for Payment, calculated on the basis of ninety-five percent (95%) of value determined pursuant to Paragraph 7.03-B above of the following:

1. The portion of the Work permanently installed and in place;
2. Plus, the value of materials delivered on the ground or in storage as approved by City pursuant to Paragraph 7.03-D, above,
3. Less, the aggregate of previous payments, and
4. Less, any other withholdings authorized by the Contract Documents.

C. Rejection by City

Any Application for Payment determined not to be undisputed, proper and suitable for payment shall be returned to Contractor as soon as practicable, but not later than seven (7) Days, after receipt by City accompanied by an written explanation of the reasons why the payment request was rejected. Failure by City or Director to either timely reject an Application for Payment or specify any grounds for rejection shall not constitute a waiver of any rights by City. Applications for Payment that are rejected shall be corrected and resubmitted within seven (7) Days after receipt by Contractor.

D. Interest

If City fails to make a progress payment to Contractor as required by Paragraph 7.04-B, above, City shall pay interest to Contractor equivalent to the legal rate set forth in subdivision (a) of California Code of Civil Procedure Section 685.010. The number of Days available to City to make payment pursuant to Paragraph 7.04-B, above without incurring interest pursuant to this Paragraph shall be reduced by the number of Days by which City exceeds the seven (7) Day return requirement applicable to City as set forth in Paragraph 7.04-C, above.

7.05 FINAL PAYMENT

A. Retention

In addition to withholdings permitted by Paragraph 7.09 below, a sum equal to five percent (5%) of all sums otherwise due to Contractor as progress payments shall be withheld by city pursuant to Paragraph 7.04-B from each progress payment ("Retention") and retained until such time as it is due as described herein. A higher Retention amount may be approved by the City Council where project is deemed "substantially complex" by City Council.

B. Conditions to Final Payment

Contractor shall submit its Application for Final Payment, using such forms as required by Director, prior to requesting a final inspection of the Work in accordance with Paragraph 3.06 above. Such Application for Final Payment shall be accompanied by all the following:

1. An affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Project for which City or City's property or funds might be liable have been paid or otherwise satisfied;
2. Contractor's certification as required by Paragraph 7.03-C, above;
3. Consent of surety, if any, to Final Payment;
4. A certificate evidencing that the insurance required by the Contract Documents is in force;
5. Conditional Waiver and Release Upon Final Payment in the form required by California Civil Code Section 8136 executed by Contractor, all Subcontractors of every tier and by all material suppliers of each, covering the final payment period;
6. Unconditional Waiver and Release Upon Progress Payment in the form required by California Civil Code Section 8136 executed by Contractor, all Subcontractors of every tier and by all material suppliers of each, covering the previous payment period;
7. All Record Documents (including, without limitation, complete and accurate As-Built drawings which shall be kept up to date during the performance of the Work);
8. Documentation that Contractor has inspected, tested, and adjusted performance of every system or facility of the Work to ensure that overall performance is in compliance with the terms of the Contract Documents;
9. Four (4) copies of all warranties from vendors and Subcontractors, operation and maintenance manuals, instructions and related agreements, and equipment certifications and similar documents;
10. Certifications by Contractor and each Subcontractor as required by applicable collective bargaining agreements that all employee benefit contributions due and owing pursuant to any applicable collective bargaining agreement have been paid in full;
11. Releases of rights and claims relating to patents and trademarks, as required by the Contract Documents; and
12. Any other documents or information required by the Contract Documents as a condition of Final Payment or Final Completion.

C. Final Payment

Pursuant to the Public Contract Code Section 7107, within sixty (60) Days after City issues the Notice

of Completion to Contractor, the Final Payment, including Retention, shall be released to Contractor, subject to the City's right to withhold 150% of any disputed amounts.

D. Disputed Amounts

Pursuant to California Public Contract Code 7107, City may deduct and withhold from the Final Payment due under Paragraph 7.05-C, above, an amount up to 150% of any disputed amounts, including, without limitation, amounts to protect City against any loss caused or threatened as a result of Contractor's failing to fully perform all of those obligations that are required to be fulfilled by Contractor as a condition to Final Completion and Final Payment. Alternatively, City may elect, in its sole discretion, to accept the Work without correction or completion and adjust the Contract Sum pursuant to the Contract Documents.

E. Acceptance of Final Payment

Acceptance of Final Payment by Contractor shall constitute a waiver of all rights by Contractor against City for recovery of any loss, excepting only those Claims that have been submitted by Contractor in the manner required by the Contract Documents prior to or at the time of the Final Payment.

7.06 MISCELLANEOUS

A. Joint Payment

City shall have the right, if deemed necessary in its sole discretion, to issue joint checks made payable to Contractor and any Subcontractor(s) of any Tier. The joint check payees shall be solely responsible for the allocation and disbursement of funds included as part of any such joint payment. Endorsement on such check by a payee shall be conclusively presumed to constitute receipt of payment by such payee. In no event shall any joint check payment be construed to create any contract between City and a Subcontractor of any Tier, any obligation from City to such Subcontractor or any third party rights against City or Director.

B. Withholding/Duty to Proceed

The payment, withholding or retention of all or any portion of any payment claimed to be due and owing to Contractor shall not operate in any way to relieve Contractor from its obligations under the Contract Documents. Contractor shall continue diligently to prosecute the Work without reference to the payment, withholding or retention of any payment. The partial payment, withholding or retention by City in good faith of any disputed portion of a payment, whether ultimately determined to be correctly or incorrectly asserted, shall not constitute a breach by City of the Construction Contract and shall not be grounds for an adjustment of the Contract Sum or Contract Time.

C. No Acceptance

No payment by City or partial or entire use of the Work by City shall be construed as approval or acceptance of the Work, or any portion thereof.

D. Contractor Payment Warranty

Submission of an Application for Payment shall constitute a representation and warranty by Contractor that:

1. Title to Work covered by an Application for Payment will pass to City either by incorporation into the construction or upon receipt of payment by Contractor, whichever occurs first; and
2. Work covered by previous Applications for Payment are free and clear of liens, stop notices, claims, security interests or encumbrances imposed by the Contractor or any other person.

E. Corrections

No inaccuracy or error in any Application for Payment provided by Contractor shall operate to release Contractor from the error, or from losses arising from the Work, or from any obligation imposed by the Contract Documents. City retains the right to subsequently correct any error made in any previously approved Application for Payment, or progress payment issued, by adjustments to subsequent payments.

7.07 PAYMENTS BY CONTRACTOR

Contractor shall not include in its Applications for Payment sums on account of any Subcontractor's portion of the Work that it does not intend to pay to such Subcontractor. Upon receipt of payment from City, Contractor shall pay the Subcontractor performing Work on the Project, out of the amount paid to Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled in accordance with the terms of its contract with Contractor and applicable laws, including, without limitation, California Public Contract Code Section 7107. Contractor shall remain responsible notwithstanding a withholding by City pursuant to the terms of these Contract Documents, to promptly satisfy from its own funds sums due to all Subcontractors who have performed Work that is included in Contractor's Application for Payment. Contractor shall, by appropriate agreement, require each Subcontractor to make payments to its subcontractors and material suppliers in similar manner. City shall have no obligation to pay or be responsible in any way for payment to a Subcontractor of any tier or material supplier.

7.08 PAYMENTS WITHHELD

A. Withholding by City

In addition to any other amounts which City may have the right to retain under the Contract Documents, City may withhold a sufficient amount of any payment otherwise due to Contractor as City, in its sole discretion, may deem necessary to cover actual or threatened loss due to any of the following:

1. Third Party Claims. Third-party claims or stop notices filed or reasonable evidence indicating probable filing of such claims or stop notices. City shall promptly inform Contractor of any third party claims related to this Contract.
2. Defective Work. Defective Work not remedied;
3. Nonpayment. Failure of Contractor to make proper payments to its Subcontractors for services, labor, materials or equipment;
4. Inability to Complete. Reasonable doubt that the Work can be completed for the then unpaid balance of the Contract Sum or within the Contract Time;

5. Violation of Applicable Laws. Failure of Contractor or its Subcontractors to comply with applicable laws or lawful orders of governmental authorities;
6. Penalty. Any claim or penalty asserted against City by virtue of Contractor's failure to comply with applicable laws or lawful orders of governmental authorities (including, without limitation labor laws);
7. Failure to Meet Contract Time. Any damages which may accrue as a result of Contractor failing to meet the Construction Schedule or failing to perform within the Contract Time;
8. Setoff. Any reason specified elsewhere in the Contract Documents as grounds for a withholding offset or set off or that would legally entitle City to a set-off or recoupment;
9. Consultant Services. Additional professional, consultant or inspection services required due to Contractor's failure to comply with the Contract Documents;
10. Liquidated Damages. Liquidated damages assessed against Contractor;
11. Materials. Materials ordered by City pursuant to the Contract Documents;
12. Damages. Loss caused by Contractor or Subcontractor to City, Separate Contractors or any other person or entity under contract to City;
13. Clean Up. Clean up performed by City and chargeable to Contractor pursuant to the Contract Documents;
14. Employee Benefits. Failure of Contractor to pay contributions due and owing to employee benefits funds pursuant to any applicable collective bargaining agreement or trust agreement;
15. Required Documents. Failure of Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, Construction Schedule updates, 'look ahead' schedules, Submittals, Schedules of Values, information on Subcontractors, Change Orders, certifications and other required reports or documentation; and
16. Other Breach. A breach of any obligation or provision of the Contract Documents.

B. Release of Withholding

If and when City determines, in its sole discretion, that the above grounds for withholding have been removed and that all losses incurred or threatened have been paid, credited or otherwise satisfied, then payment shall be made for amounts withheld because of them.

C. Application of Withholding

City may apply sums withheld pursuant to Paragraph 7.08-A above, in payment of any loss or threatened loss as City determines, in its sole discretion, to be appropriate. Such payments may be made without a prior judicial determination of City's actual rights with respect to such loss. Contractor agrees and hereby designates City as its agent for such purposes, and agrees that such payments shall be considered as payments made under Construction Contract by City to Contractor. City shall not be liable to Contractor for such payments made in good faith. City shall submit to Contractor an accounting of such funds disbursed on behalf of Contractor. As an alternative to such payment, City

may, in its sole discretion, elect to exercise its right to adjust the Contract Sum as provided in the Contract Documents.

D. Continuous Performance

Provided City pays the undisputed portion, if any, of funds withheld in good faith, Contractor shall maintain continuous and uninterrupted performance of the Work during the pendency of any disputes or disagreements with City.

7.09 SUBSTITUTION OF SECURITIES

A. Public Contract Code

Pursuant to the requirements of California Public Contract Code Section 22300, upon Contractor's request, City will make payment to Contractor of any funds withheld from payments to ensure performance under the Contract Documents if Contractor deposits with City, or in escrow with a California or federally chartered bank in California acceptable to City ("Escrow Agent"), securities eligible for the investment of State Funds under Government Code Section 16430, or bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City, upon the following conditions:

1. Contractor shall be the beneficial owner or any securities substituted for monies withheld for the purpose of receiving any interest thereon.
2. All expenses relating to the substitution of securities under Public Contract Code Section 22300 and under this Paragraph 7.04, including, but not limited to City's overhead and administrative expenses, and expenses of Escrow Agent shall be the responsibility of Contractor.
3. Securities or certificates of deposit substituted for monies withheld shall be of a value of at least equivalent to the amounts of retention to be paid to Contractor pursuant to the Contract Documents.
4. If Contractor chooses to deposit securities in lieu of monies withheld with an Escrow Agent, Contractor, City and Escrow Agent shall, as a prerequisite to such deposit, enter into an escrow agreement, using the City's form, "Escrow Agreement for Deposit of Securities in Lieu of Retention."
5. Contractor shall obtain the written consent of Surety to such agreement.
6. Securities, if any, shall be returned to Contractor only upon satisfactory Final Completion of the Work.

B. Substitute Security

To minimize the expense caused by such substitution of securities, Contractor shall, prior to or at the time Contractor requests to substitute security, deposit sufficient security to cover the entire amount to be withheld. Should the current market value of such substituted security fall below the amount for which it was substituted, or any other amounts which the City withholds pursuant to the Contract Documents, Contractor shall immediately and at Contractor's expense and at no cost to City deposit additional security qualifying under Public Contract Code Section 22300 until the current market value of the total security deposited is no less than the amount subject to withholding under the Contract

Documents. Securities shall be valued as often as conditions of the securities market warrant, but in no case less frequently than once per month.

C. Deposit of Retentions

Alternatively, subject to the conditions set forth in Paragraph 7.04-A above, upon request of Contractor, City shall make payment of retentions directly to Escrow Agent at the expense of Contractor, provided that Contractor, City and Escrow Agent shall, as a prerequisite such payment, enter into an escrow agreement in the same form as prescribed in Part 4 of Paragraph A, above. At the expense of Contractor and at no cost to City, Contractor may direct the investment of the payments into securities and interest bearing accounts, and Contractor shall receive the interest earned on the investments. Escrow Agent shall hold such direct payments by City under the same terms provided herein for securities deposited by Contractor. Upon satisfactory Final Completion of the Work, Contractor shall receive from Escrow Agent all securities, interest and payments received by Escrow Agent from City, less escrow fees and charges of the Escrow Account, according to the terms of Public Contract Code Section 22300 and the Contract Documents.

D. Time for Election of Substitution of Securities

Notwithstanding the provision of 7.04 A, B, and C above and California Public Contract Code Section 22300, the failure of Contractor to request the Substitution of eligible securities for monies to be withheld by City within ten (10) days of the award of Contract to Contractor shall be deemed to be a waiver of all such rights.

7.10 CLAIMS

A. Arising of Claim.

1. Scope Change. When Contractor has a claim for an increase in the Contract Sum or Contract Time due to a scope change which has not yet become final, a "claim" will be deemed to arise once the Director has issued a decision denying, in whole or in part, the Contractor's Change Order Request.
2. Other Claims. In the case of a Claim by Contractor that does not involve an adjustment to the Contract Sum or Contract Time due to a scope change and which has not become final, the Claim may be asserted if, and only if, Contractor gives written notice to City of intent to file the Claim within three (3) days of the date of discovery relative to such circumstances (even if Contractor has not yet been damaged or delayed). Such written notice of intent to file a Claim shall be valid if, and only if, it identifies the event or condition giving rise to the Claim, states its probable effect, if any with respect to Contractor's entitlement to an adjustment of the Contract Sum or Contract Time and complies with the requirements of Paragraph 7.11-B, below. For purposes of this Paragraph 7.11, a Claim for which such written notice is required and has been given by Contractor shall be deemed to arise on the date that such written notice is received by City.

B. Content of Claim

A Claim by Contractor must include all of the following:

1. A statement that it is a Claim and a request for a decision on the Claim;

2. A detailed description of the act, error, omission, unforeseen condition, event or other circumstance giving rise to the Claim.
3. If the Claim involves an adjustment to the Contract Sum or Contract Time due to a change in scope, a statement demonstrating that all requisite notices were provided, including, without limitation, timely written notice and a Change Order Request as required by Article 6 of these General Conditions and timely notice of delay and request for extension of time in accordance with Article 3. If the Claim does not involve an adjustment to the Contract Sum or Contract Time due to a change in scope, a statement demonstrating that a notice of intent to file the Claim was timely submitted as required by Paragraph 7.10-A.2, above;
4. A detailed justification for any remedy or relief sought by the Claim including without limitation, a detailed cost breakdown in the form required for submittal of Change Order Requests and actual job cost records demonstrating that the costs have been incurred;
5. If the Claim involves a request for adjustment of the Contract Time, written documentation demonstrating that Contractor has complied with the requirements of the Contract Documents and written substantiation (including, without limitation, a Time Impact Analysis) demonstrating that Contractor is entitled to an extension of time under the Contract Documents; and
6. A written certification signed by a managing officer of Contractor's organization, who has the authority to sign contracts and purchase orders on behalf of Contractor and who has personally investigated and confirmed the truth and accuracy of the matters set forth in such certification, in the following form:

"I hereby certify under penalty of perjury that I am a managing officer of (Contractor's name) and that I have reviewed the Claim presented herewith on Contractor's behalf and/or on behalf of (Subcontractor's name) and that, to the best of my knowledge after conducting a diligent inquiry into the facts of the Claim, the following statements are true and correct:

The facts alleged in or that form the basis for the Claim are, to the best of my knowledge following diligent inquiry, true and accurate; and,

- (a) I do not know of any facts or circumstances, not alleged in the Claim, that by reason of their not being alleged render any fact or statement alleged in the Claim materially misleading; and,
- (b) I have, with respect to any request for money or damages alleged in or that forms the basis for the Claim, reviewed the job cost records (including those maintained by Contractor and by any Subcontractor, of any tier, that is asserting all or any portion of the Claim) and confirmed with reasonable certainty that the losses or damages suffered by Contractor and/or such Subcontractor were in fact suffered in the amounts and for the reasons alleged in the Claim; and,
- (c) I have, with respect to any request for extension of time or claim of delay, disruption, hindrance or interference alleged in or that forms the basis for the Claim, reviewed the job schedules (including those maintained by Contractor and the Subcontractor, of any tier, that is asserting all or any portion of the Claim) and confirmed on an event-by-event basis that the delays or disruption suffered by Contractor and/or such Subcontractor were in fact experienced for the durations, in the manner, and with the consequent effects on the time and/or sequence of

performance of the Work, as alleged in the Claim; and,

- (d) I have not received payment from City for, nor has Contractor previously released City from, any portion of the Claim.”

Signature: _____ Date: _____

Name: _____

Title: _____

Company _____

C. Noncompliance

Failure to submit any of the information, documentation or certifications required by Paragraph 7.10-B, above, shall result in the Claim being returned to Contractor without any decision.

D. Submission of Claims

1. Director. Claims shall be first submitted to the City for decision by the Director.
2. Continuous Work. Notwithstanding the making of any Claim or the existence of any dispute regarding any Claim, unless otherwise directed by City, Contractor shall not delay, slow or stop performance of the Work, but shall diligently proceed with performance in accordance with the Contract Documents and City will continue, to make undisputed payments as by the Contract Documents.
3. Time for Filing. All Claims and supporting documentation and certifications must be filed within thirty (30) days after the Claim arises. No Claims shall be filed after Final Payment.
4. Conditions Precedent. No Claim may be asserted unless Contractor has strictly complied with the requirements of this Paragraph 7.10-D, which shall be considered conditions precedent to Contractor's right to assert the Claim and to initiate the Dispute Resolution Process with respect to such Claim.

E. Response to Claims, Meet and Confer

1. Claims less than \$50,000. Claims less than \$50,000 shall be responded to by City in writing within forty-five (45) days of receipt of the Claim, unless City requests additional information or documentation of the Claim within thirty (30) days of receipt of the Claim, in which case City shall respond to the Claim within fifteen (15) days after receipt of the further information or documentation or within a period of time no greater than that taken by Contractor in producing the additional information or documentation, whichever is greater.
2. Claims \$50,000 or more. Claims \$50,000 or more shall be responded to by City in writing within (60) days of receipt of the Claim, unless City requests additional information or documentation of the Claim within thirty (30) days of receipt of the Claim, in which case City shall respond to the Claim within thirty (30) days after receipt of the further information or documentation or within a period of time no greater than that taken by Contractor in producing the additional information or documentation, whichever is greater.

3. Meet and Confer. If Contractor disputes City's response, or if City fails to respond within the prescribed time set forth in Paragraph 7.10-E.1 and 7.10-E.2, above, Contractor may so notify City, in writing, within fifteen (15) days of City's response, or within fifteen (15) days of City's response due date in the event of a failure to respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon such demand, City shall schedule a meet and confer conference within thirty (30) days of such demand, for discussion of settlement of the dispute.

F. Finality of Decision

If Contractor disputes the Director's decision under this Article, it shall commence the Dispute Resolution Process as set forth in Article 15 of these General Conditions by filing a Statement of Dispute within seven (7) days after receipt of the Director's response.

G. Continuing Contract Performance/Duty to Proceed with Disputed Work

Contractor shall not delay or postpone any Work pending resolution of any claims, disputes or disagreements. Pending final resolution of a claim, the Contractor shall proceed diligently with performance of the Contract and the City shall continue to make payments for undisputed Work in accordance with the Contract Documents. In the event of disputed Work, City shall have the right to unilaterally issue a Work Directive and Contractor shall continue performance pending resolution of the dispute and shall maintain the accounting and cost data to substantiate the cost of such disputed work.

[END OF ARTICLE]

ARTICLE 8 - MATERIALS AND EQUIPMENT

8.01 GENERAL

- A. The Contractor shall furnish all materials and equipment needed to complete the Work and installations required under the terms of this Contract, except those materials and equipment specified to be furnished by the City.
- B. The Contractor shall submit satisfactory evidence that the materials and equipment to be furnished and used in the work are in compliance with the Specifications. Materials and equipment incorporated in the Work and not specifically covered in the Specifications shall be the best of their kind. Unless otherwise specified, all materials and equipment incorporated in the Work under the Contract shall be new.

8.02 QUALITY AND WORKMANSHIP

All material and equipment furnished by the Contractor shall be new, high grade, and free from defects and imperfections, unless otherwise hereinafter specified. Workmanship shall be in accordance with the best standard practices. All materials and equipment must be of the specified quality and equal to approved samples, if samples have been required. All Work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from the Specifications or Drawings, and it shall be the duty of the Contractor to call attention to apparent errors or omissions and request instructions before proceeding with the Work. The Director may, by appropriate instructions, correct errors and supply omissions, which instructions shall be binding upon the Contractor as though contained in the original Specifications or Drawings. All Work performed under the Specifications will be inspected by the Director as provided in Paragraph 8.04. All materials and equipment furnished and all Work done must be satisfactory to the Director. Work, material, or equipment not in accordance with the Specifications, in the opinion of the Director shall be made to conform thereto. Unsatisfactory materials and equipment will be rejected, and if so ordered by the Director, shall, at the Contractor's expense, be immediately removed from the vicinity of the Work.

8.03 TRADE NAMES AND "OR APPROVED EQUAL" PROVISION

Whenever in the Specifications or Drawings the name or brand of a manufactured article is used it is intended to indicate a measure of quality and utility or a standard. Except in those instances where the product is designated to match others in use on a particular improvement either completed or in the course of completion, the Contractor may substitute any other brand or manufacture of equal appearance, quality, and utility on approval of the Director, provided the use of such brand or manufacture involves no additional cost to the City.

8.04 APPROVAL OF MATERIALS

- A. The Contractor shall furnish without additional cost to the City such quantities of construction materials as may be required by the Director for test purposes. He/she shall place at the Director's disposal all available facilities for and cooperate with him in the sampling and testing of all materials and workmanship. The Contractor shall prepay all shipping charges on samples. No samples are to be submitted with the bids unless otherwise specified.
- B. Each sample submitted shall be labeled. A letter, in duplicate, submitting each shipment of samples shall be mailed to the Director by the Contractor. Both the label on the sample and the letter of transmittal shall indicate the material represented, its place of origin, the names of the producer and the Contractor, the Specifications number and title, and a reference to the applicable Drawings and Specifications paragraphs.

- C. Materials or equipment of which samples are required shall not be used on the Work until approval has been given by the Director in writing. Approval of any sample shall be only for the characteristics of the uses named in such approval and no other. No approval of a sample shall be taken in itself to change or modify any Contract requirement.
- D. Failure of any material to pass the specified tests, including life cycle maintenance data may be sufficient cause for refusal to consider under this Contract, any further sample of the same brand or make of that material.

8.05 ORDERING MATERIALS AND EQUIPMENT

One copy of each of the Contractor's purchase orders for materials and equipment forming a portion of the Work must be furnished to the Director, if requested. Each such purchase order shall contain a statement that the materials and equipment included in the order are subject to inspection by the City. Materials and equipment purchased locally will, at the City's discretion, be inspected at the point of manufacture or supply, and materials and equipment supplied from points outside the Los Angeles area will be inspected upon arrival at the job, except when other inspection requirements are provided for specific materials in other sections of the Contract Documents.

8.06 AUTHORITY OF THE DIRECTOR

- A. On all questions concerning the acceptability of materials or machinery, the classification of materials, the execution of the Work, and conflicting interests of Contractors performing related work, the decision of the Director shall be final and binding.
- B. The Director will make periodic observations of materials and completed work to observe their compliance with Drawings, Specifications, and design and planning concepts, but he/she is not responsible for the superintendence of construction processes, site conditions, operations, equipment, personnel, or the maintenance of a safe place to work or any safety in, on, or about the site of work.

8.07 INSPECTION

All materials furnished and work done under this Contract will be subject to rigid inspection. The Contractor shall furnish, without extra charge, the necessary test pieces and samples, including facilities and labor for obtaining them, as requested by the Director. The Director, or his/her authorized agent or agents, at all times shall have access to all parts of the shop and the works where such materials under his/her inspection is being manufactured or the work performed. Work or material that does not conform to the Specifications, although accepted through oversight, may be rejected at any stage of the Work. Whenever the Contractor is permitted or directed to do night work or to vary the period during which work is carried on each day, he/she shall give the Director due notice, so that inspection may be provided. Such work shall be done under regulations to be furnished in writing by the Director.

8.08 INFRINGEMENT OF PATENTS

The Contractor shall hold and save the City, its officers, agents, servants, and employees harmless from and against all and every demand or demands, of any nature or kind, for or on account of the use of any patented invention, process, equipment, article, or appliance employed in the execution of the Work or included in the materials or supplies agreed to be furnished under this Contract, and should the Contractor, his/her agents, servants, or employees, or any of them, be enjoined from furnishing or using any invention, process, equipment, article, materials, supplies or appliance supplied or required to be supplied or used under this Contract, the Contractor shall promptly substitute other inventions, processes, equipment, articles, materials, supplies, or

appliances in lieu thereof, of equal efficiency, quality, finish, suitability, and market value, and satisfactory in all respects to the Director. Or in the event that the Director elects, in lieu of such substitution, to have, supplied, and to retain and use, any such invention, process, equipment, article, materials, supplies, or appliances, as may by this Contract be required to be supplied and used, in that event the Contractor shall at his/her expense pay such royalties and secure such valid licenses as may be requisite and necessary to enable the City, its officers, agents, servants, and employees, or any of them, to use such invention, process, equipment, article, materials, supplies, or appliances without being disturbed or in way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse promptly to make the substitution hereinbefore required, or to pay such royalties and secure such licenses as may be necessary and requisite for the purpose aforesaid, then in that event the Director shall have the right to make such substitution, or the City may pay such royalties and secure such licenses and charge the cost thereof against any money due the Contractor from the City, or recover the amount thereof from him/her and his/her surety, notwithstanding final payment under this Contract may have been made.

[END OF ARTICLE]

ARTICLE 9 – SUBMITTALS

9.01 GENERAL

- A. The Contractor shall submit samples, drawings, and data for the Director's approval which demonstrate fully that the construction, and the materials and equipment to be furnished will comply with the provisions and intent of the Drawings and Specifications.
- B. Specific items to be covered by the submittals shall include, as a minimum, the following:
 - 1. For structures, submit all shop, setting, equipment, miscellaneous iron and reinforcement drawings and schedules necessary.
 - 2. For conduits, submit a detailed layout of the conduit with details of bends and fabricated specials and furnish any other details necessary. Show location of shop and field welds.
 - 3. For equipment which requires electrical service, submit detailed information to show power supply requirements, wiring diagrams, control and protection schematics, shop test data, operation and maintenance procedures, outline drawings, and manufacturer's recommendation of the interface/interlock among the equipment.
 - 4. For mechanical equipment submit all data pertinent to the installation and maintenance of the equipment including shop drawings, manufacturer's recommended installation procedure, detailed installation drawings, test data and curves, maintenance manuals, and other details necessary.
 - 5. Samples
 - 6. Colors
 - 7. Substitutions
 - 8. Manuals
 - 9. As-built drawings
 - 10. Safety plans required by Article 10

9.02 PRODUCT HANDLING

- A. Submittals shall be accompanied by a letter of transmittal and shall be in strict accordance with the provisions of this Article.
- B. Submit priority of processing when appropriate.

9.03 SCHEDULE OF SUBMITTALS

- A. The Contractor shall prepare and submit a schedule of submittals. The schedule of submittals shall be in the form of a submittal log. Refer to Paragraph 9.12.

9.04 SHOP DRAWINGS

- A. All shop drawings shall be produced to a scale sufficiently large to show all pertinent features of the item and its method of connection to the Work.
- B. All shop drawing prints shall be made in blue or black line on white background. Reproductions of City/Contract Drawings are not acceptable.
- C. The overall dimensions of each drawing submitted to the Director shall be equal to one of the City's standard sheet sizes as listed below. The title block shall be located in the lower right hand corner of each drawing and shall be clear of all line Work, dimensions, details, and notes.

Sheet Sizes
Height X Width
11" X 8 1/2"
11" X 17"
24" X 36"
30" X 42"

9.05 COLORS

Unless the precise color and pattern are specified elsewhere, submit accurate color charts and pattern charts to the Director for his/her review and selection whenever a choice of color or pattern is available in a specified product. Label each chart naming the source, the proposed location of use on the project, and the project.

9.06 MANUFACTURERS' LITERATURE

Where contents of submitted literature from manufacturers includes data not pertinent to the submittal, clearly show which portions of the contents are being submitted for review.

9.07 SUBSTITUTIONS

- A. The Contract is based on the materials, equipment, and methods described in the Contract Documents. Any Contractor proposed substitutions are subject to the Director's approval.

The Director will consider proposals for substitution of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data, and all other information, including life cycle maintenance data, required by the Director to evaluate the proposed substitution.
- B. Any requests for substitutions by the Contractor must be made within forty-five (45) calendar days from the Issuance Date on the Notice to Proceed. Otherwise, such requests will not be considered.
- C. Trade names and "or approved equal" provision as set forth in Paragraph 8.03.

9.08 MANUALS

- A. When manuals are required to be submitted covering items included in this Work, prepare and submit such manuals in approximately 8-1/2" X 11" format in durable plastic binders. In addition, manuals shall be submitted in electronic format. Manuals shall contain at least the following:
 - 1. Identification on, or readable through, the front cover stating general nature of the manual.

2. Neatly typewritten index near the front of the manual, furnishing immediate information as to location in the manual of all emergency data regarding the installation.
 3. Complete instructions regarding operation and maintenance of all equipment involved.
 4. Complete nomenclature of all replaceable parts, their part numbers, current cost, and name and address of nearest vendor of parts.
 5. Copy of all guarantees and warranties issued.
 6. Copy of drawings with all data concerning changes made during construction.
- B. Where contents of manuals include manufacturers' catalog pages, clearly indicate the precise items included in this installation and delete, or otherwise clearly indicate, all manufacturers' data with which this installation is not concerned.

9.09 AS-BUILT DRAWINGS

- A. When required to be submitted covering items included in this Work, the Contractor shall deliver to the City one complete set of final As-Built hard copy drawings together with a set of AutoCAD drawing files in electronic format showing completed building, "as-built" for City records before the Contract will be accepted by the City.
- B. The drawings shall be duplicates and at the same size and dimensional scale as the originals. They shall be on a polyester translucent base material with a minimum sheet thickness of .003 inch (.08mm).
- C. The legibility and contrast of each drawing submitted to the City shall be such that every line, number, letter, and character is clearly readable in a full size blow back from a 35 mm microfilm negative of the drawing.

9.10 SUBMITTALS QUANTITIES

- A. Submit seven (7) copies of all data and drawings unless specified otherwise.
- B. Submit all samples, unless specified otherwise, in the quantity to be returned, plus two, which will be retained by the Director.

9.11 IDENTIFICATION OF SUBMITTALS

Completely identify each submittal and re-submittal by showing at least the following information:

- A. Name and address of submitter, plus name and telephone number of the individual who may be contacted for further information.
- B. Name of project as it appears in the Contract Documents and Specification No.
- C. Drawing number and Specifications section number other than this section to which the submittal applies.
- D. Whether this is an original submittal or re-submittal.
- E. For samples, indicate the source of the sample.

9.12 SCHEDULE OF SUBMITTALS

- A. Submit initial schedule of submittals within five (5) Working Days after the Issuance Date on Notice to Proceed.
- B. Submit revised schedule of submittals within five (5) Working Days after date of request from the Director.
- C. The Director will review schedule of submittals and will notify Contractor that schedule is acceptable or not acceptable within five (5) Working Days after receipt.

9.13 COORDINATION OF SUBMITTALS

- A. Prior to submittal for the Director's review, use all means necessary to fully coordinate all material, including the following procedures:
 - 1. Determine and verify all field dimensions and conditions, materials, catalog numbers, and similar data.
 - 2. Coordinate as required with all trades and with all public agencies involved.
 - 3. Secure all necessary approvals from public agencies and others and signify by stamp, or other means, that they have been secured.
 - 4. Clearly indicate all deviations from the Specifications.
- B. Unless otherwise specifically permitted by the Director, make all submittals in groups containing all associated items; the Director may reject partial submittals as not complying with the provisions of the Specifications.

9.14 TIMING FOR SUBMITTALS

- A. Make all submittals far enough in advance of scheduled dates of installation to provide all required time for reviews, for securing necessary approvals, for possible revision and re-submittal, and for placing orders and securing delivery.
- B. In scheduling, allow at least 15 Working Days for the Director's review, plus the transit time to and from the City office.
- C. Manuals shall be submitted prior to performing functional tests.

9.15 APPROVAL BY CITY

- A. Up to three (3) copies of each submittal, except manuals, schedule of costs for progress payments, and as-built drawings will be returned to the Contractor marked "No Exceptions Taken," "Make Corrections Noted - Do Not Resubmit," or "Make Corrections Noted - Resubmit." Manuals, schedule of costs, and as-built drawings will be returned for re-submittal if incomplete or unacceptable.
- B. Submittals marked "Approved as Noted" need not be resubmitted, but the notes shall be followed.
- C. If submittal is returned for correction, it will be marked to indicate what is unsatisfactory.

- D. Resubmit revised drawings or data as indicated, in five (5) copies.
- E. Approval of each submittal by the Director will be general only and shall not be construed as:
 - 1. Permitting any departures from the Specifications requirements.
 - 2. Relieving the Contractor of the responsibility for any errors and omissions in details, dimensions, or of other nature that may exist.
 - 3. Approving departures from additional details or instructions previously furnished by the Director.

9.16 CHANGES TO APPROVED SUBMITTALS

- A. A re-submittal is required for any proposed change to an approved submittal. Changes which require re-submittal include, but are not necessarily limited to, drawing revisions, changes in materials and equipment, installation procedures and test data. All re-submittals shall include an explanation of the necessity for the change.
- B. Minor corrections to an approved submittal may be accomplished by submitting a "Corrected Copy".

[END OF ARTICLE]

ARTICLE 10 – SAFETY

10.01 PROTECTION OF PERSONS AND PROPERTY

- A. Contractor's Responsibility: Notwithstanding any other provision of the Contract Documents, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property, during performance of the Work. This requirement will apply continuously and will not be limited to normal working hours. Safety and sanitary provisions shall conform to all applicable Federal, State, County, and local laws, regulations, ordinances, standards, and codes. Where any of these are in conflict, the more stringent requirement shall be followed.
- B. Sanitary Facilities. The Contractor shall furnish and maintain sanitary facilities by the worksites for the entire construction period.
- C. Protection of the Public. The Contractor shall take such steps and precautions as his/her operations warrant to protect the public from danger, loss of life, loss of property or interruption of public services. Unforeseen conditions may arise which will require that immediate provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract. Whenever, in the opinion of the Director, a condition exists which the Contractor has not taken sufficient precaution of public safety, protection of utilities and/or protection of adjacent structures or property, the Director will order the Contractor to provide a remedy for the condition. If the Contractor fails to act on the situation within a reasonable time period as determined by the Director, or in the event of an emergency situation, the Director may provide suitable protection by causing such work to be done and material to be furnished as, in the opinion of the Director, may seem reasonable and necessary. The cost and expense of all repairs (including labor and materials) as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the City for emergency repairs will be deducted from the final payment due to the Contractor.

10.02 PROTECTION FROM HAZARDS

A. Trench Excavation

Excavation for any trench four (4) feet or more in depth shall not begin until the Contractor has received approval from the Director of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during such excavation. No such plan shall allow the use of shoring, sloping or protective system less effective than that required by the Construction Safety Orders of the Division of Occupational Safety and Health, and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil or Structural Director in the State of California.

B. Confined Spaces

Contractor shall comply with all of the provisions of General Industry Safety Orders of the California Code of Regulations. Entry of a confined space shall not be allowed until the Contractor has received approval from the Director of the Contractor's program for confined space entry. Confined space means a space that (1) Is large enough and so configured that an employee can bodily enter and perform assigned Work; and (2) Has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry); and (3) Is not designed for continuous employee occupancy. Failure to submit a confined space entry program

may result in actions as provided in Article 5: "Suspension or Termination of Contract."

C. Material Safety Data Sheet

Contractor shall comply with all of the provisions of General Industry Safety Orders of the California Administrative Code. The Contractor shall submit to the Director a Material Safety Data Sheet (MSDS) for each hazardous substance proposed to be used, ten (10) days prior to the delivery of such materials to the job site or use of such materials at a manufacturing plant where the Director is to perform an inspection. For materials which are to be tested in City laboratories, the MSDS shall be submitted with the sample(s). Hazardous substance is defined as any substance included in the list (Director's List) of hazardous substances prepared by the Director, California Department of Industrial Relations, pursuant to Labor Code Section 6382. Failure to submit an MSDS for any hazardous substance may result in actions as provided in Article 5, "Suspension or Termination of Contract".

10.03 DIFFERING SITE CONDITIONS

- A. Differing Site Conditions Defined. The Contractor shall promptly, and before such conditions are disturbed, notify the Director in writing of any Differing Site Conditions. Differing Site Conditions are those conditions, located at the project site or in existing improvements and not otherwise ascertainable by Contractor through the exercise of due diligence in the performance of its inspection obligations in the Contract Documents, encountered by Contractor in digging trenches or other excavations(s) that extend deeper than four feet below the surface of the ground that constitute:
1. Material that the Contractor believes may be material that is hazardous waste as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 2. Subsurface or latent physical conditions at the site differing materially from those indicated in these Contract Documents.
 3. Unknown physical conditions at the site, of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in these Contract Documents.
- B. Notice by Contractor. If the Contractor encounters conditions it believes constitute Differing Site Conditions, then notice of such conditions shall, before such conditions are disturbed, be promptly reported to the Director followed within twenty-four (24) hours by a further written notice stating a detailed description of the conditions encountered.
- C. The Director will promptly investigate the conditions and If he/she finds that such conditions do materially differ, or do involve hazardous waste, and do cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work under this Contract, an equitable adjustment will be made, as determined by the Director.
- D. Change Order Request. If Contractor intends to seek an adjustment to the Contract Sum or Contract Time based upon Differing Site Conditions, it must, within ten (10) Days after the Discovery Date relative to such conditions, submit a Change Order Request setting forth a detailed cost breakdown and Time Impact Analysis, in the form required by Article 6 of these General Conditions, of the additional Allowable Costs and Excusable Delay resulting from such Differing Site Conditions.
- E. Failure to Comply. Failure by Contractor to strictly comply with the requirements of this Paragraph

10.03 concerning the timing and content of any notice of Differing Site Conditions or request for adjustment in Contract Sum or Contract Time based on Differing Site Conditions shall be deemed waiver of any right by the Contractor for an adjustment in the Contract Sum or Contract Time by reason of such conditions.

- F. Final Completion. No claim by the Contractor for additional compensation for Differing Site Conditions shall be allowed if asserted after Final Payment.
- G. In the event of disagreement between the Contractor and the Director whether the conditions do materially differ or whether a hazardous waste is involved or whether the conditions cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any completion date required by the Contract, but shall proceed with all Work to be performed under the Contract Documents.
- H. The Contractor shall retain all rights provided by, and shall be subject to all requirements of, this Contract which pertain to the resolution of disputes and protests.
- I. Contractor Responsibility. Except as otherwise provided in this Paragraph 10.03 for Differing Site Conditions, Contractor agrees to solely bear the risk of additional cost and Delay due to concealed or unknown conditions, surface or subsurface, at the Site or in Existing Improvements, without adjustment to the Contract Sum or Contract Time.

10.04 TRAFFIC REGULATION

- A. During the performance of the Work the Contractor shall erect and maintain necessary temporary fences, bridges, railings, lights, signals, barriers, or other safeguards as shall be appropriate under the circumstance in his/her judgment for the prevention of accidents; and he/she shall take other precautions as necessary for public safety including, but not limited to, traffic control. Traffic control shall be conducted in accordance with the latest edition of the Work Area Traffic Control ("WATCH") handbook, published by BNi Books, and as directed and approved by the City Traffic and Transportation Administrator.
- B. Contractor shall submit at least ten (10) Working Days prior to Work a detailed traffic control plan, that is approved by all agencies having jurisdiction and that conforms to all requirements of the Specifications.
- C. No changes or deviations from the approved detailed traffic control plan shall be made, except temporary changes in emergency situations, without prior approval of the City Traffic and Transportation Administrator and all agencies having jurisdiction.

Contractor shall immediately notify the Director, the City Traffic and Transportation Administrator and the agencies having jurisdiction of occurrences that necessitate modification of the approved traffic control plan.

- D. Contractor's failure to comply with this provision may result in actions as provided in Article 5: "Suspension or Termination of Contract" of these General Conditions.

10.05 TRAFFIC CONTROL DEVICES

- A. Traffic signs, flashing lights, barricades and other traffic safety devices used to control traffic shall

conform to the requirements of the WATCH handbook or the manual of traffic control, whichever is more stringent, and as approved by the City Traffic and Transportation Administrator.

1. Portable signals shall not be used unless permission is given in writing by the agency having jurisdiction.
 2. Warning signs used for nighttime conditions shall be reflectorized or illuminated. "Reflectorized signs" shall have a reflectorized background and shall conform to the current State of California Department of Transportation specification for reflective sheeting on highway signs.
- B. If the Contractor fails to provide and install any of the signs or traffic control devices required hereby or ordered by the City staff, staff may cause such signs or traffic control devices to be placed by others, charge the costs therefore against the Contractor, and deduct the same from the next progress payment.

10.06 EXECUTION

- A. The Contractor shall provide written notification to the Police Department, Traffic Bureau (323) 587-5171, at least two (2) weeks prior to the beginning of construction at any particular location. Notification will include the specific location, project dates, what lanes of the roadway will be closed and when. Also the construction project manager's name and business phone number and the construction inspector's name and business phone number.
- B. The Contractor shall notify, by telephone, the Police Department, (323) 587-5171 at the completion of any posting of temporary no parking signs. Notification will include the times, dates and locations of the posting. When vehicles must be towed for violation of temporary no parking signs, the person who actually posted the signs, or on-view supervisor of that posting, will be present to answer pertinent questions that may be asked by the parking enforcement officer or police officer towing the vehicles.
- C. The Contractor shall notify the Fire Department, on a daily basis during the entire period that construction is in progress whenever roadways are reduced in width or blocked. Notification shall be made to the Fire Dispatch (323) 881-6183 and the Contractor shall provide the information required to identify which roadways would have accessibility problems due to his/her operations. The Contractor shall submit to Fire Department schedule of Work for their use and files.
- D. Roads subject to interference from the Work covered by this Contract shall be kept open, and the fences subject to interference shall be kept up by the Contractor until the Work is finished. Except where public roads have been approved for closure, traffic shall be permitted to pass through designated traffic lanes with as little inconvenience and delay as possible.
- E. Where alternating one-way traffic has been authorized, the maximum time that traffic will be delayed shall be posted at each end of the one-way traffic section. The maximum delay time shall be approved by the agency having jurisdiction.
- F. Contractor shall install temporary traffic markings where required to direct the flow of traffic and shall maintain the traffic markings for the duration of need. Contractor shall remove the markings by abrasive blasting when no longer required.
- G. Convenient access to driveways and buildings in the vicinity of Work shall be maintained as much as

possible. Temporary approaches to, and crossing of, intersecting traffic lanes shall be provided and kept in good condition.

- H. When leaving a Work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

10.07 FLAGGING

- A. Contractor shall provide flaggers to control traffic where required by the approved traffic control plan.

1. Flaggers shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flaggers" of the California Department of Transportation.
2. Flaggers shall be employed full time on traffic control and shall have no other duties.

10.08 PEDESTRIAN CANOPIES OR BARRICADE IMPROVEMENTS

Refer to City of Vernon for requirements for building or access road safety improvements that the Contractor shall construct during construction period. These devices or improvements, as the City deems necessary or prudent, shall be at the expense of the Contractor.

[END OF ARTICLE]

ARTICLE 11 - INDEMNITY

11.01 INDEMNITY

To the maximum extent permitted by law, the Contractor shall fully indemnify, hold harmless, protect, and defend the City, its officers, employees, agents, representatives and their successors and assigns ("Indemnitees") from and against any and all demands, liability, loss, suit, claim, action, cause of action, damage, cost, judgment, settlement, decree, arbitration award, stop notice, penalty, loss of revenue, and expense (including any fees of accountants, attorneys, experts or other professionals, and costs of investigation, mediation, arbitration, litigation and appeal), in law or in equity, of every kind and nature whatsoever, arising out of or in connection with, resulting from or related to, or claimed to be arising out of the Work performed by Contractor, or any of its officers, agents, employees, Subcontractors, Sub-Subcontractors, design consultants or any person for whose acts any of them may be liable, regardless of whether such claim, suit or demand is caused, or alleged to be caused, in part, by an Indemnitee, including but not limited to:

- A. Bodily injury, emotional injury, sickness or disease, or death to any persons;
- B. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or City arising out of Contractor's Work, for which the Contractor is responsible;
- C. Stop notices and claims for labor performed or materials used or furnished to be used in the Work, including all incidental or consequential damages resulting to City from such stop notices and claims;
- D. Failure of Contractor or its Subcontractors to comply with the provisions for insurance;
- E. Failure to comply with any Governmental Approval or similar authorization or order;
- F. Misrepresentation, misstatement, or omission with respect to any statement made in or any document furnished by the Contractor in connection therewith;
- G. Breach of any duty, obligation, or requirement under the Contract Documents;
- H. Failure to provide notice to any Party as required under the Contract Documents;
- I. Failure to protect the property of any utility provider or adjacent property owner; or
- J. Failure to make payment of all employee benefits.

This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees, except that, to the limited extent mandated by California Civil Code Section 2782, the Contractor shall not be responsible for liabilities which arise from the sole negligence or willful misconduct of Indemnitees or arise from the active negligence of City.

11.02 ENFORCEMENT

Contractor's obligations under this Article extend to claims occurring after termination of the Contractor's performance of the Contract or Final Payment to Contractor. The obligations apply regardless of any actual or alleged negligent act or omission of Indemnitees. Contractor, however, shall not be obligated under this Agreement to indemnify an Indemnitee for claims arising from the sole active negligence or willful misconduct of the Indemnitee or independent contractors who are directly responsible to Indemnitees. Contractor's obligations under this Article are in addition to any other rights or remedies which the Indemnitees may have under the law

or under the Contract Documents. In the event of any claim, suit or demand made against any Indemnitees, the City may in its sole discretion reserve, retain or apply any monies due to the Contractor under the Contract for the purpose of resolving such claims; provided, however, that the City may release such funds if the Contractor provides the City with reasonable assurance of protection of the City's interests. The City shall in its sole discretion determine whether such assurances are reasonable.

11.03 NO LIMITATIONS

Contractor's indemnification and defense obligations set forth in this Article are separate and independent from the insurance provisions set forth in Article 12 herein; and do not limit, in any way, the applicability, scope, or obligations set forth in those insurance provisions. In claims, suits, or demands against any Indemnatee by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the Contractor's indemnification and defense obligations shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts, or other employee benefits acts.

[END OF ARTICLE]

ARTICLE 12 – INSURANCE

12.01 CONDITION TO COMMENCEMENT

Contractor shall not commence Work under this Contract until Contractor has obtained all insurance required hereunder from a company or companies acceptable to City, nor shall the Contractor allow any Subcontractor to commence Work on a subcontract until all insurance required of said Subcontractor has been obtained. Proof of insurance including insurance certificates and endorsements as set forth in Exhibit 4 must be submitted by the Contractor prior to the City's execution of the Contract.

12.02 MINIMUM COVERAGE AND LIMITS

Contractor shall maintain the insurance coverage as set forth in Exhibit 4 throughout the term of the Contract.

12.03 CONDITIONS REGARDING INSURANCE COVERAGE AND LIMITS

City and Contractor agree as follows:

- A. All insurance coverage and limits provided pursuant to the Contract Documents shall apply to the full extent of the policies involved, available or applicable. Nothing contained in the Contract Documents or any other agreement relating to City or its operations limits the application of such insurance coverage.
- B. None of the policies required by this Contract shall be in compliance with these requirements if they include any limiting endorsement that has not been first submitted to City and approved in writing by the City's Risk Manager.

12.04 INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION

This Agreement's insurance provisions:

- A. Are separate and independent from the indemnification and defense provisions in Article 12 of the Agreement; and
- B. Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12 of the Agreement.

[END OF ARTICLE]

ARTICLE 13 – BONDS

13.01 REQUIRED BONDS

A. Contractor shall furnish the following bonds:

1. A Performance Bond in an amount equal to one hundred percent (100%) of the total Contract price in the form shown in Exhibit "1" attached hereto.
2. A Payment Bond (Labor and Material) in an amount equal to one hundred percent (100%) of the total Contract price in the form shown in Exhibit "2" attached hereto.
3. A Maintenance Bond in an amount equal to ten percent (10%) of the total Contract price in the form shown in Exhibit "3" attached hereto.

13.02 POWER OF ATTORNEY

All bonds shall be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. If the bonds are executed outside the State of California, all copies of the bonds must be countersigned by a California representative of the surety. The signature of the person executing the bond on behalf of Surety shall be acknowledged by a Notary Public as the signature of the person designated in the power of attorney.

13.03 APPROVED SURETY

All bonds must be issued by a California admitted surety insurer with the minimum A.M Best Company Financial strength rating of "A: VII", or better. Bonds issued by a California admitted surety not listed on Treasury Circular 570 will be deemed accepted unless specifically rejected by the City. Bonds issued from admitted surety insurers not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660. All such bonds must be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. If the bonds are executed outside the State of California, all copies of the bonds must be countersigned by a California representative of the surety. The signature of the person executing the bond on behalf of Surety must be acknowledged by a Notary Public as the signature of the person designated in the power of attorney.

13.04 REQUIRED PROVISIONS

Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents.

13.05 NEW OR ADDITIONAL SURETIES

If, during the continuance of the Contract, any of the sureties, in the opinion of the City, are or become non-responsible or otherwise unacceptable to City, City may require other new or additional sureties, which the Contractor shall furnish to the satisfaction of City within ten (10) days after notice, and in default thereof the Contract may be suspended and the materials may be purchased or the Work completed as provided in Article 5 herein.

13.06 WAIVER OF MODIFICATIONS AND ALTERATIONS

No modifications or alterations made in the Work to be performed under the Contract or the time of performance shall operate to release any surety from liability on any bond or bonds required to be given herein. Notice of such events shall be waived by the surety.

13.07 APPROVAL OF BONDS

The Contract will not be executed by City nor the Notice to Proceed issued until the required bonds have been received and approved by City. City's decision as to the acceptability of all sureties and bonds is final. No substitution of the form of the documents will be permitted without the prior written consent of City.

[END OF ARTICLE]

ARTICLE 14 - LABOR PROVISIONS

14.01 WORKING HOURS

- A. Work or activity of any kind shall be limited to the hours from 7:00 a.m. to 7:00 p.m. No construction noise shall be permitted between the hours of 7:00 p.m. and 7:00 a.m. of the next day.
- B. Work in excess of eight (8) hours per day, on Saturdays, Sundays, or on City holidays requires prior consent of the Director and is subject to Cost of Overtime Construction Inspection.
- C. Night, Sunday and Holiday Work. No Work shall be performed at night, Sunday, or the ten (10) legal holidays to wit: New Year's Day, Martin Luther King, Jr. Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Indigenous People's Day, Veteran's Day, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve, except Work pertaining to the public safety or with the permission of the Director, and accordance with such regulations as he/she shall furnish in writing. Before performing any Work at said times, except Work pertaining to the public safety, the Contractor shall give written notice to the Director so that proper inspection may be provided. "Night" as used in this paragraph shall be deemed to include the hours from 7:00 P.M. to 7:00 A.M. of the next succeeding day.

14.02 COST OF OVERTIME CONSTRUCTION SERVICES AND INSPECTIONS

- A. Overtime construction Work performed at the option of, or for the convenience of, the Contractor will be inspected by the City at the expense of the Contractor. For any such overtime beyond the regular 8-hour day and for any time worked on Saturday, Sunday, or holidays the charges will be determined by the City, and submitted to the Contractor for payment.
- B. Equipment, materials, or services provided by the City, in connection with Contractor-initiated overtime construction Work described in Paragraph 14.02(A), will also be at the expense of the Contractor. The charges will be determined by the City, and submitted to the Contractor for payment.
- C. There will be no charges to the Contractor for the inspection of overtime Work ordered by the Director or required by the Contract Documents.

14.03 COMPLIANCE WITH STATE LABOR CODE

- A. Contractor shall comply with the provisions of the Labor Code of the State of California and any amendments thereof.
 - 1. The time of service of any worker employed upon the Work shall be limited and restricted to eight (8) hours during any one-calendar day, and 40 hours during any one-calendar week.
 - 2. Work performed by employees of the Contractor in excess of eight (8) hours per day, and 40 hours during any one calendar week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.
 - 3. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him/her in connection with the Work; the record shall be kept open at all reasonable hours to the inspection of the City and to the Division of Labor Standards Enforcement of the State of California.

4. In the event City deems Contractor is in violation of this Paragraph 14.03, the Contractor shall, as a penalty, forfeit Fifty Dollars (\$50.00) for each worker employed in the execution of the Contract by the Contractor or by any Subcontractor for each calendar day for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. For each subsequent violation, a (one hundred dollar) \$100 penalty shall apply for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to cover underpaid wages. This subparagraph is effective to the extent it does not directly conflict with the overtime penalty provision of California Labor Code Section 558. In the event of such conflict, the California Labor Code governs over this Paragraph 14.03(A)(4).

14.04 WAGE RATES

A. Prevailing Wages

1. Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime Work in the locality in which the Work is to be performed, for each craft, classification, or type of worker needed to execute the Contract. The Director of the Department of Industrial Relations of the State of California (pursuant to California Labor Code) and the United States Secretary of Labor (pursuant to the Davis-Bacon Act) have determined the general prevailing rates of wages in the locality in which the Work is to be performed. The rates are available online at www.dir.ca.gov/DLSR/PWD/. To the extent that there are any differences in the federal and state prevailing wage rates for similar classifications of labor, the Contractor and its Subcontractors shall pay the highest wage rate.
2. The Contractor shall post a copy of the general prevailing rate of per diem wages at the job site.
3. The Contractor and any Subcontractor under him/her shall pay not less than the specified prevailing rate of wages to all workers employed in the execution of the Contract.
4. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining Contract applicable to the particular craft, classification, or type of worker employed on the project.
5. The Contractor shall, as a penalty to the State or the City, forfeit not more than Fifty Dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the Work or craft in which the worker is employed under the Contract by the Contractor or by any Subcontractor under him. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.
6. The specified wage rates are minimum rates only and the City will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of payment by him/her of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at his/her own expense.

B. Payroll Records

1. Pursuant to California Labor Code Section 1776, the Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, Work classification, straight time and overtime hours worked each day and week, and the actual per

diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. The payroll records shall be certified and shall be available for inspection.

2. The Contractor shall inform the City of the location of the payroll records, including the street address, city and county, and shall, within five (5) Working Days, provide a notice of change in location and address.
3. Upon request by the Director, the Contractor shall provide a copy of the certified payroll records along with a statement of compliance.

14.05 APPRENTICESHIP STANDARDS

- A. Compliance with California Labor Code Section 1777.5 requires all public works contractors and subcontractors to:
 1. Prior to commencing work on a public works contract, submit Contract Award information to the applicable joint apprenticeship committee, including an estimate of the journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. Use Form DAS-140 from the State Department of Industrial Relations. The City reserves the right to require Contractor and Subcontractors to submit a copy of said forms to the City.
 2. Employ apprentices for the public work at a ratio of no less than one (1) hour or apprentice work for every five (5) hours or labor performed by a journeyman. To request dispatch of apprentices, use Form DAS-142 from the State Department of Industrial Relations. The City reserves the right to require Contractor and Subcontractors to submit a copy of said forms to the City.
 3. Pay the apprentice rate on public works projects only to those apprentices who are registered, as defined in Labor Code Section 3077.
 4. Contribute to the training fund in the amount identified in the Prevailing Wage Rate publication for journeyman and apprentices. Contractors who choose not to contribute to the local training trust fund must make their contributions to the California Apprenticeship Council, P.O. Box 420603, San Francisco, CA 94142.
- B. Failure to comply with the provisions of California Labor Code Section 1777.5 may result in the loss of the right to bid or perform work on all public works projects for a period of one to three years and the imposition of a civil penalty of One Hundred Dollars (\$100.00) for each calendar day of noncompliance for the first violation and up to Three Hundred Dollars (\$300.00) for each calendar day of noncompliance for a second or subsequent violation. Contractor should make a separate copy of this material for each of his/her Subcontractors.
- C. Payroll Records. The Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman apprentice, worker or other employee employed in connection with the work. The payroll records shall be certified and shall be submitted to the Project Manager every two weeks.

- D. Statement of Employer Fringe Benefit Payments. Within five (5) calendar days of signing the Contract or Subcontract, as applicable, the Statement of Employer Payments (DLSE Form PW 26 from the State Department of Industrial Relations) shall be completed for each Contractor and Subcontractor of any tier who pays benefits to a third party trust, plan or fund for health and welfare benefits, vacation funds or makes pension contributions. The form must contain, for each worker classification, the fund, plan or trust name, address, administrator, the amount per hour contributed and the frequency of contributions. Training fund contributions shall also be reported in this form. City reserves the right to require Contractors and Subcontractors to submit a copy of said forms to the City.

14.06 EMPLOYMENT OF APPRENTICES

- A. In the performance of this Contract, the Contractor and any Subcontractor shall comply with the provisions concerning the employment of apprentices in the Labor Code of the State of California and any amendments thereof.
- B. In the event the Contractor or any Subcontractor willfully fails to comply with the aforesaid provisions of the Labor Code, such Contractor or Subcontractor shall be subject to the penalties for noncompliance in the Labor Code of the State of California and any amendments thereof.

14.07 REGISTRATION WITH THE STATE DEPARTMENT OF INDUSTRIAL RELATIONS

In the performance of this Contract, Contractor and/or any Subcontractor must be currently registered and qualified (including payment of any required fee) with the State Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the State Department of Industrial Relations.

14.08 CHARACTER OF WORKERS

The Contractor shall not allow his/her agents or employees, Subcontractors, or any agent or employee thereof, to trespass on premises or lands in the vicinity of the Work. Only skilled foremen and workers shall be employed on Work requiring special qualifications, and when required by the Director, the Contractor shall discharge any person who commits trespass, or in the opinion of the Director, acts in a disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable manner. Any employee being intoxicated or bringing or having intoxicating liquors or controlled substances on the Work shall be discharged. Such discharge shall not be the basis of any claim for compensation of damages against the City or any of its officers, agents, and employees.

14.09 NO SMOKING – STATE LABOR CODE SECTION 6404.5

The Contractor and its agents, employees, Subcontractors, representatives, and any person under Contractor's control, are prohibited from smoking in— or within a 20-foot distance from— the Site, which is a "place of employment" under California Labor Code § 6404.5.

[END OF ARTICLE]

ARTICLE 15 - DISPUTE RESOLUTION

15.01 SUBMISSION OF CLAIMS

A. By Contractor

Contractor's right to commence the Claims Dispute Resolution Process shall arise upon the Director's written response denying all or part of a Claim. Contractor shall submit a written Statement of Dispute to the Director within seven (7) Days after the Director rejects all or a portion of Contractor's Claim. Contractor's Statement of Dispute shall be signed under penalty of perjury and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the effect, if any, on the compensation due or performance obligations of Contractor under the Construction Contract. Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to the adjustment of the Contractor's obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on Contractor's time for performance. Adequate supporting data to a Statement of Dispute submitted by Contractor involving Contractor's compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

B. By City

City's right to commence the Claims Dispute Resolution Process shall arise at any time following the City's actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude City from asserting Claims in response to a Claim asserted by Contractor. A Statement of Dispute submitted by City shall state the events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by City as a result of such events.

C. Claims Defined

The term "claims" as used herein shall be as defined in California Public Contract Code § 20104(b)(2).

15.02 CLAIMS DISPUTE RESOLUTION PROCESS

The parties shall utilize each of the following steps in the Claims Dispute Resolution Process in the sequence they appear below. Each party shall participate fully and in good faith in each step in the Claims Dispute Resolution Process, which good faith effort shall be a condition precedent to the right of each party to proceed to the next step in the Claims Dispute Resolution Process.

A. Direct Negotiations

Designated representatives of City and Contractor shall meet as soon as possible (but not later than ten (10) Days after receipt of the Statement of Dispute) in a good faith effort to negotiate a resolution to the Claim. Each party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such party, and with full authority to resolve such Claim then and there, subject only to City's right and obligation to obtain City Council [or other City official] approval of any agreed settlement or resolution. In the Claim involves the assertion of a right or claim by a Subcontractor against Contractor that is in turn being asserted by Contractor against City, then such Subcontractor shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the parties may either continue the negotiations or either party

may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

B. Deferral of Claims

Following the completion of the negotiations required by Paragraph 15.02-A., all unresolved Claims, except those that do not involve parties other than the Contractor and City, shall be deferred pending Final Completion of the Work, subject to City's right, in its sole and absolute discretion, to require that the claims Dispute Resolution Process proceed prior to Final Completion. In the event that City does not elect to proceed with the Claims Dispute Resolution Process prior to Final Completion of the Work, all Claims that have been deferred until such Final Completion shall be consolidated within a reasonable time after such Final Completion and thereafter pursued to resolution pursuant to the Claims Dispute Resolution Process. Nothing contained in this Article 15 shall be interpreted as limiting the parties' rights to continue informal negotiations of Claims that have been deferred until such Final Completion; provided, however, that such informal negotiations shall not be interpreted as altering the provisions of this Article 15 deferring final determination and resolution of unresolved Claims until after Final Completion of the Work.

C. Legal Proceedings

If the Claim is not resolved by direct negotiations then the party wishing to further pursue resolution or determination of the Claim shall submit the Claim for determination by commencing legal proceedings in a court of competent jurisdiction.

15.03 NO WAIVER

Participation in the Claims Dispute Resolution Process shall not constitute a waiver, release or compromise of any defense of either party, including, without limitation, any defense based on the assertion that the rights of Contractor that are the basis of a Claim were previously waived by Contractor due to failure to comply with the Contract Documents, including, without limitation, Contractor's failure to comply with any time periods for providing notices or for submission or supporting documentation of Claims.

[END OF ARTICLE]

ARTICLE 16 - ACCOUNTING RECORDS

16.01 MAINTENANCE OF RECORDS

Contractor shall keep, and shall include in its contracts with its Subcontractors, provisions requiring its Subcontractors to keep full and detailed books and records in accordance with the requirements of the Contract Documents, including the following: all information, materials and data of every kind and character (hard copy, as well as computer readable data if it exists), that have any bearing on or pertain to any matters, rights, duties or obligations relating to the Project or the performance of the Work, including, without limitation, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, change orders, change order requests, estimates, field orders, schedules, diaries, logs, reports, shop drawings, samples, exemplars, Drawings, Specifications, invoices, delivery tickets, receipts, vouchers, cancelled checks, memoranda; accounting records; job cost reports; job cost files (including complete documentation covering negotiated settlements); backcharge; general ledgers; documentation of cash and trade discounts earned; insurance rebates and dividends, and other documents relating in way to Claims or Change Orders, Construction Change Directives, Work Directives, or other claims for payment related to the Project asserted by Contractor or any Subcontractor ("Accounting Records"). Contractor shall exercise such controls as may be necessary for proper financial management of the Work. Such accounting and control systems shall comply with prevailing custom and practice for similar projects, be satisfactory to City and shall include preservation of such records for a period of five (5) years after approval of the Notice of Completion and Acceptance by City, or for such longer period as may be required by applicable laws.

16.02 ACCESS TO RECORDS

Contractor shall allow, and shall include in its contracts with its Subcontractors provisions requiring its Subcontractors to allow, City and its authorized representative(s), auditors, attorneys and accountants, upon twenty-four (24) hours notice to Contractor, full access to inspect and copy all books and records relating to the Project that Contractor is required to maintain pursuant to Paragraph 16.01, above.

16.03 CONTRACTOR NONCOMPLIANCE, WITHHOLDING

Contractor's compliance with Paragraphs 16.01 and 16.02, above, shall be a condition precedent to maintenance of any legal action or arbitration by Contractor against City. In addition to and without limitation upon City's other rights and remedies for breach, including any other provisions for withholding set forth in the Contract Documents, City shall have the right, exercised in its sole discretion, to withhold from any payment to Contractor due under a current Application for Payment an additional sum of up to ten percent (10%) of the total amount set forth in such Application for Payment, until Contractor and its Subcontractors have complied with any outstanding and unsatisfied request by City under this Article 16. Upon such compliance with this Article 16, any additional monies withheld pursuant to this Paragraph 16.03 shall be released to Contractor.

16.04 SPECIFIC ENFORCEMENT BY CITY

Contractor agrees that any failure by Contractor or any Subcontractor to provide access to its books and records as required by this Article 16 shall be specifically enforceable, by issuance of a preliminary and/or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court and without the necessity of oral testimony, to compel Contractor to permit access, inspection, audits and/or reproduction of such books and records or to require delivery of such books and records to City for inspection, audit and/or reproduction.

[END OF ARTICLE]

ARTICLE 17-MISCELLANEOUS PROVISIONS

17.01 COMPLIANCE WITH APPLICABLE LAWS

A. Notices, Compliance

Contractor shall give all notices required by governmental authorities and comply with all applicable laws and lawful orders of governmental authorities, including but not limited to the provisions of the California Code of Regulations applicable to contractors performing construction and all laws, ordinances, rules, regulations and lawful orders relating to safety, prevailing wage and equal employment opportunities.

B. Taxes, Employee Benefits

Contractor shall pay at its own expense, at no cost to the City and without adjustment to the Contract Sum, all local, state and federal taxes, including, without limitation all sales, consumer, business license, use and similar taxes on materials, labor or other items furnished for the Work or portions thereof provided by Contractor or Subcontractors, all taxes arising out of its operations under the Contract Documents and all benefits, insurance, taxes and contributions for social security and unemployment insurance which are measured by wages, salaries or other remuneration paid to Contractor's employees. If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to meat for its exclusive use, then City, upon request, will execute documents necessary to show that is a political subdivision of the State for the purposes of such exemption and that the sale is for the exclusive use of the City, in which case no excise tax for such materials shall be included in the Bid or Contract Sum.

C. Notice of Violations

Contractor shall immediately notify the City and Director in writing of any instruction received from the City, Director, Architect or other person or entity that, if implemented, would cause a violation of any applicable law or lawful order of a governmental authority. If Contractor fails to provide such notice, then Director shall be entitled to assume that such instruction is in compliance with applicable laws and lawful orders of governmental authorities. If Contractor observes that any portion of the Drawings and Specifications or Work are at variance with applicable laws or lawful orders of governmental authorities, or should Contractor become aware of conditions not covered by the Contract Documents which will result in Work being at variance therewith, Contractor shall promptly notify Director in writing. If, without such notice to Director, Contractor or any Subcontractor performs any Work which it knew, or through the exercise of reasonable care should have known, was contrary to lawful orders of governmental authorities or applicable laws, then Contractor shall bear all resulting losses at its own expense, at no cost to City and without adjustment to the Contract Sum.

17.02 OWNERSHIP OF DESIGN DOCUMENTS

A. Property of City

All Design Documents, Contract Documents and Submittals (including, without limitation, all copies thereof) and all designs and building designs depicted therein are and shall remain the sole and exclusive property of the City and the City shall solely and exclusively hold all copyrights thereto. Without derogation the City's rights under this Paragraph, the Contractor and Subcontractors are

granted a limited, non-exclusive license, revocable at will of City, to use and reproduce applicable portions of the Contract Documents and Submittals as appropriate to and for use in the execution of the Work and for no other purpose.

B. Documents on Site

Contractor shall keep on the Project site, at all times and for use by City, Director, Inspectors of Record and City's Consultants, a complete set of the Contract Documents that have been approved by applicable Governmental Authorities.

C. Delivery to City

All Design Documents, Contract Documents and Submittals in the possession of Contractor or Subcontractors shall be returned to the City upon the earlier of Final Completion or termination of the Construction Contract; provided, however, that Contractor and each Subcontractor shall have the right to retain one (1) copy of the Contract Documents and Submittals for its permanent records

D. Subcontractors

Contractor shall take all necessary steps to assure that a provision is included in all subcontracts with Subcontractors, of every tier, who perform Work on the Project establishing, protecting and preserving the, City's rights set forth in this Paragraph.

17.03 AMENDMENTS

The Contract Documents may be amended only by a written instrument duly executed by the parties or their respective successors or assigns.

17.04 WAIVER

Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision, any course of dealing or custom of the trade notwithstanding. Furthermore, if the parties make and implement any interpretation of the Contract Documents without documenting such interpretation by an instrument in writing signed by both parties, such interpretation and implementation thereof will not be binding in the event of any future disputes.

17.05 INDEPENDENT CONTRACTOR

Contractor is an independent contractor, and nothing contained in the Contract Documents shall be construed as constituting any relationship with City other than that of Project owner and independent contractor. In no event shall the relationship between City and Contractor be construed as creating any relationship whatsoever between City and Contractor's employees. Neither Contractor nor any of its employees is or shall be deemed to be an employee of City. Except as otherwise specified in the Contract Documents, Contractor has sole authority and responsibility to employ, discharge and otherwise control its employees and has complete and sole responsibility as a principal for its agents, for all Subcontractors and for all other Persons that Contractor or any Subcontractor hires to perform or assist in performing the Work.

17.06 SUCCESSORS AND ASSIGNS

The Contract Documents shall be binding upon and inure to the benefit of City and Contractor and their permitted successors, assigns and legal representatives.

- A. City may assign all or part of its right, title and interest in and to any Contract Documents, including rights with respect to the Payment and Performance Bonds, to (a) any other governmental person as permitted by governmental rules, provided that the successor or assignee has assumed all of City's obligations, duties and liabilities under the Contract Document then in effect; and (b) any other Person with the prior written approval of Contractor.
- B. Contractor may collaterally assign its rights to receive payment under the Contract Documents. Contractor may not delegate any of its duties hereunder, except to Subcontractors as expressly otherwise permitted in the Contract Documents. Contractor's assignment or delegation of any of its Work under the Contract Documents shall be ineffective to relieve Contractor of its responsibility for the Work assigned or delegated, unless City, in its sole discretion, has approved such relief from responsibility.

Any assignment of money shall be subject to all proper set-offs and withholdings in favor of City and to all deductions provided for in the Contract. All money withheld, whether assigned or not, shall be subject to being used by City for completion of the Work, should Contractor be in default.

- C. Except for the limited circumstances set forth in Paragraph 17.06-B, above, Contractor may not, without the prior written consent of City in its sole discretion, voluntarily or involuntarily assign, convey, transfer, pledge, mortgage or otherwise encumber its rights or interests under the Contract Documents. No partner, joint venturer, member or shareholder of Contractor may assign, convey, transfer, pledge, mortgage or otherwise encumber its ownership interest in Contractor without the prior written consent of City, in City's sole discretion.

17.07 SURVIVAL

Contractor's representations and warranties, the dispute resolution provisions contained in Article 15, and all other provisions which by their inherent character should survive termination of the Contract and/or Final Acceptance, shall survive the termination of the Contract and the Final Acceptance Date.

17.08 LIMITATION ON THIRD PARTY BENEFICIARIES

It is not intended by any of the provisions of the Contract Documents to create any third party beneficiary hereunder or to authorize anyone not a party hereto to maintain a suit for personal injury or property damage pursuant to the terms or provisions hereof, except to the extent that specific provisions (such as the warranty and indemnity provisions) identify third parties and state that they are entitled to benefits hereunder. The duties, obligations and responsibilities of the parties to the Contract Documents with respect to such third parties shall remain as imposed by law. The Contract Documents shall not be construed to create a contractual relationship of any kind between City and a Subcontractor or any other Person except Contractor.

17.09 PERSONAL LIABILITY OF CITY EMPLOYEES

City's authorized representatives are acting solely as agents and representatives of City when carrying out the provisions of or exercising the power or authority granted to them under the Contract. They shall not be liable either personally or as employees of City for actions in their ordinary course of employment.

No agent, consultant, Council member, officer or authorized employee of City, shall be personally responsible for any liability arising under the Contract.

17.10 NO ESTOPPEL

City shall not, nor shall any officer thereof, be precluded or estopped by any measurement, estimate or certificate made or given by the City representative or other officer, agent, or employee of City under any provisions of the Contract from at any time (either before or after the final completion and acceptance of the Work and payment therefor) pursuant to any such measurement, estimate or certificate showing the true and correct amount and character of the work done, and materials furnished by Contractor or any person under the Contract or from showing at any time that any such measurement, estimate or certificate is untrue and incorrect, or improperly made in any particular, or that the work and materials, or any part thereof, do not in fact conform to the Contract Documents. Notwithstanding any such measurement, estimate or certificate, or payment made in accordance therewith, City shall not be precluded or estopped from recovering from Contractor and its Sureties such damages as City may sustain by reason of Contractor's failure to comply or to have complied with the Contract Documents.

17.11 GOVERNING LAW

The laws of the State of California govern the construction and interpretation of the Contract Documents, without regard to conflict of law principles. Unless the Contract Documents provide otherwise, any reference to laws, ordinances, rules, or regulations include their later amendment, modifications, and successor legislation. If Contractor or City brings a lawsuit to enforce or interpret one or more provisions of the Contract Documents, jurisdiction is in the Superior Court of the County of Los Angeles, California, or where otherwise appropriate, in the United States District Court, Central District of California. Contractor and City acknowledge that the Contract Documents were negotiated, entered into, and executed—and the Work was performed—in the City of Vernon, California.

17.12 FURTHER ASSURANCES

Contractor shall promptly execute and deliver to City all such instruments and other documents and assurances as are reasonably requested by City to further evidence the obligations of Contractor hereunder, including assurances regarding assignments of Subcontractors contained herein.

17.13 SEVERABILITY

If any clause, provision, section, paragraph or part of the Contract is ruled invalid by a court having proper jurisdiction, then the parties shall: (a) promptly meet and negotiate a substitute for such clause, provision, section, paragraph or part, which shall, to the greatest extent legally permissible, effect the original intent of the parties, including an equitable adjustment to the Contract Price to account for any change in the Work resulting from such invalidated portion; and (b) if necessary or desirable, apply to the court or other decision maker (as applicable) which declared such invalidity for an interpretation of the invalidated portion to guide the negotiations. The invalidity or unenforceability of any such clause, provision, section, paragraph or part shall not affect the validity or enforceability of the balance of the Contract, which shall be construed and enforced as if the Contract did not contain such invalid or unenforceable clause, provision, section, paragraph or part.

17.14 HEADINGS

The captions of the sections of the Contract are for convenience only and shall not be deemed part of the Contract or considered in construing the Contract.

17.15 ENTIRE AGREEMENT

The Contract Documents contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, understandings, statements, representations and negotiations between the parties with respect to its subject matter.

17.16 COUNTERPARTS

This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[END OF ARTICLE]

EXHIBIT 1

Bond No.: _____
Premium Amount: \$ _____
Bond's Effective Date: _____

PERFORMANCE BOND

RECITALS:

1. The City of Vernon, California ("City"), has awarded to

(Name, address, and telephone of Contractor)

("Principal"), a Contract
(the "Contract") for the Work described as follows:

Specification No. _____: _____ in Vernon, CA.

2. Principal is required under the terms of the Contract and all contract documents referenced in it ("Contract Documents") to furnish a bond guaranteeing Principal's faithful performance of the Work.
3. The Contract and Contract Documents, including all their amendments and supplements, are incorporated into this Bond and made a part of it by this reference.

OBLIGATION:

THEREFORE, for value received, We, Principal and

(Name, address, and telephone of Surety)

("Surety"), a duly
admitted surety insurer under California's laws, agree as follows:

By this Bond, We jointly and severally obligate and bind ourselves, and our respective heirs, executors, administrators, successors, and assigns to pay City the penal sum of _____ Dollars (\$_____) ("the Bonded Sum"), this amount comprising not less than the total Contract Sum, in lawful money of the United States of America.

The Licensed Agent for Surety is:

(Name, address, and telephone)

Registered Agent's California Department of Insurance License No. _____.

THE CONDITION OF THIS BOND'S OBLIGATION IS THAT, if Principal promptly and faithfully performs the undertakings, terms, covenants, conditions, and agreements in the Contract and Contract Documents (including all their amendments and supplements), all within the time and in the manner that those documents specify, then this obligation becomes null and void. Otherwise, this Bond remains in full force and effect, and the following terms and conditions apply to this Bond:

1. This Bond specifically guarantees Principal's performance of each obligation and all obligations under the Contract and Contract Documents, as they may be amended and supplemented including, but not limited to, Principal's liability for liquidated damages, Warranties, Guarantees, Correction, and Maintenance obligations as specified in the Contract and Contract Documents except that Surety's total obligation, as described here, will not exceed the Bonded Sum.

2. For those obligations of Principal that survive Final Completion of the Work described in the Contract and Contract Documents, the guarantees in this Bond also survive Final Completion of the Work.
3. When City declares that Principal is in default under the Contract, or Contract Documents, or both, Surety shall promptly: (a) remedy the default; (b) complete the Project according to the Contract Documents' terms and conditions then in effect; or (c) using a procurement methodology approved by City, select a contractor or contractors acceptable to City to complete all of the Work, and arrange for a contract between the contractor(s) and City. Surety shall make available, as the Work progresses, sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract and Contract Documents including other costs and damages for which Surety is liable under this Bond except that Surety's total obligation, as described here, will not exceed the Bonded Sum.
4. An alteration, modification, change, addition, deletion, omission, agreement, or supplement to the Contract, Contract Documents, or the nature of the Work performed under the Contract or Contract Documents including, without limitation, an extension of time for performance does not, in any way, affect Surety's obligations under this Bond. Surety waives any notice of alteration, modification, change, addition, deletion, omission, agreement, supplement, or extension of time.
5. Surety's obligations under this Bond are separate, independent from, and not contingent upon any other surety's guaranteeing Principal's faithful performance of the Work.
6. No right of action accrues on this Bond to any entity other than City or its successors and assigns.
7. If an action at law or in equity is necessary to enforce or interpret this Bond's terms, Surety must pay in addition to the Bonded Sum City's reasonable attorneys' fees and litigation costs, in an amount the court fixes.
8. Surety shall mail City written notice at least 30 days before: (a) the effective date on which the Surety will cancel, terminate, or withdraw from this Bond; or (b) this Bond becomes void or unenforceable for any reason.

[Signatures to this Exhibit 1, Performance Bond, Begin on Next Page].

On the date set forth below, Principal and Surety duly executed this Performance Bond, with the name of each party appearing below and signed by its representative(s) under the authority of its governing body.

Date: _____

PRINCIPAL:

SURETY:

(Company Name)

(Company Name)

(Signature)

(Signature)

By: _____
(Name and Title)

By: _____
(Name and Title)

Address for Serving Notices or Other Documents:

Address for Serving Notices or Other Documents:

CORPORATE SEAL

CORPORATE SEAL

- THIS BOND MUST BE EXECUTED IN TRIPPLICATE.
- EVIDENCE MUST BE ATTACHED OF THE AUTHORITY OF ANY PERSON SIGNING AS ATTORNEY-IN-FACT.
- THE ATTORNEY-IN-FACT'S SIGNATURE MUST BE NOTARIZED.
- A CORPORATE SEAL MUST BE IMPRESSED ON THIS FORM WHEN THE PRINCIPAL, OR THE SURETY, OR BOTH, ARE A CORPORATION.

APPROVED AS TO SURETY AND
AMOUNT OF BONDED SUM:

APPROVED AS TO FORM:

By: _____
Daniel Wall, Director of Public Works

By: _____
Zaynah N. Moussa, Interim City Attorney

BOND ACKNOWLEDGMENT

FOR
SURETY'S ATTORNEY-IN-FACT

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____,
before me, _____(name), a Notary Public for said County, personally
appeared _____(name), who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to this instrument as the attorney in fact of
_____, and acknowledged to me that he/she subscribed the
name of _____ thereto as principal, and his/he own name as
attorney in fact.

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

Notary Public

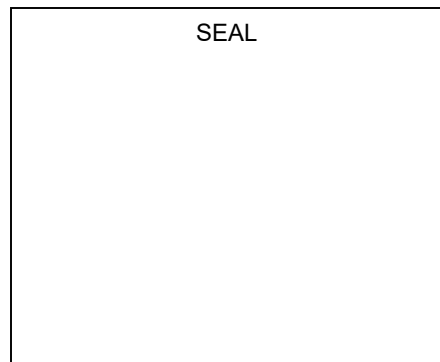


EXHIBIT 2

Bond No.: _____
Premium Amount: \$ _____
Bond's Effective Date: _____

PAYMENT BOND (LABOR AND MATERIALS)

RECITALS:

1. The City of Vernon, California ("City"), has awarded to

(Name, address, and telephone of Design-Builder)

Contract (the "Contract") for the Work described as follows:

Specification No. _____: _____ in Vernon, CA.

2. Principal is required under California Civil Code Sections 9550-9566 and the terms of the Contract and all contract documents referenced in it ("Contract Documents") to furnish a bond guaranteeing Principal's paying claims, demands, liens, or suits for any work, labor, services, materials, or equipment furnished or used in the Work.
3. The Contract and Contract Documents, including all their amendments and supplements, are incorporated into this Bond and made a part of it by this reference.

OBLIGATION:

THEREFORE, for value received, We, Principal and

(Name, address, and telephone of Surety)

admitted surety insurer under California's laws, agree as follows:

By this Bond, We jointly and severally obligate and bind ourselves, and our respective heirs, executors, administrators, successors, and assigns to pay City the penal sum of _____ Dollars (\$ _____) ("the Bonded Sum"), this amount comprising not less than the total Contract Sum, in lawful money of the United States of America.

The Licensed Agent for Surety is:

(Name, address, and telephone)

Registered Agent's California Department of Insurance License No. _____.

THE CONDITION OF THIS BOND'S OBLIGATION IS THAT, if Principal or a subcontractor fails to pay (a) any person named in California Civil Code Section 9100, or any successor legislation; (b) any amount due under California's Unemployment Insurance Code, or any successor legislation, for work or labor performed under the Contract or Contract Documents; or (c) any amount under Unemployment Insurance Code Section 13020, or any successor legislation, that Principal or a subcontractor must deduct, withhold, and pay over to the Employment Development Department from the wages of its employees, for work or labor performed under the Contract or Contract Documents, then Surety shall pay for the same in an amount not-to-exceed the Bonded Sum. Otherwise, this obligation becomes null and void. While this Bond remains in full force and effect, the following terms and conditions apply to this Bond:

1. This Bond inures to the benefit of any of the persons named in California Civil Code Section 3181, or any successor legislation, giving those persons or their assigns a right of action in any suit brought upon this Bond, unless California Civil Code Section 3267, or any successor legislation, applies.
2. An alteration, modification, change, addition, deletion, omission, agreement, or supplement to the Contract, Contract Documents, or the nature of the Work performed under the Contract or Contract Documents including, without limitation, an extension of time for performance does not, in any way, affect Surety's obligations under this Bond. Surety waives any notice of alteration, modification, change, addition, deletion, omission, agreement, supplement, or extension of time.
3. Surety's obligations under this Bond are separate, independent from, and not contingent upon any other surety's paying claims, demands, liens, or suits for any work, labor, services, materials, or equipment furnished or used in the Work.
4. If an action at law or in equity is necessary to enforce or interpret this Bond's terms, Surety must pay in addition to the Bonded Sum City's reasonable attorneys' fees and litigation costs, in an amount the court fixes.
5. Surety shall mail City written notice at least 30 days before: (a) the effective date on which the Surety will cancel, terminate, or withdraw from this Bond; or (b) this Bond becomes void or unenforceable for any reason.

[Signatures to this Exhibit 2, Payment Bond, Begin on Next Page].

On the date set forth below, Principal and Surety duly executed this Payment Bond, with the name of each party appearing below and signed by its representative(s) under the authority of its governing body.

Date: _____

PRINCIPAL:

SURETY:

(Company Name)

(Company Name)

(Signature)

(Signature)

By: _____
(Name and Title)

By: _____
(Name and Title)

Address for Serving Notices or Other Documents:

Address for Serving Notices or Other Documents:

CORPORATE SEAL

CORPORATE SEAL

-
- *THIS BOND MUST BE EXECUTED IN TRIPLICATE.*
 - *EVIDENCE MUST BE ATTACHED OF THE AUTHORITY OF ANY PERSON SIGNING AS ATTORNEY-IN-FACT.*
 - *THE ATTORNEY-IN-FACT'S SIGNATURE MUST BE NOTARIZED.*
 - *A CORPORATE SEAL MUST BE IMPRESSED ON THIS FORM WHEN THE PRINCIPAL, OR THE SURETY, OR BOTH, ARE A CORPORATION.*
-

APPROVED AS TO SURETY AND
AMOUNT OF BONDED SUM:

APPROVED AS TO FORM:

By: _____
Daniel Wall, Director of Public Works

By: _____
Zaynah N. Moussa, Interim City Attorney

BOND ACKNOWLEDGMENT
FOR
SURETY'S ATTORNEY-IN-FACT

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____,
before me, _____(name), a Notary Public for said County, personally
appeared _____(name), who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to this instrument as the attorney in fact of,
and acknowledged to me that he/she subscribed the name of _____ thereto
as principal, and his/he own name as attorney in fact.

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

Notary Public

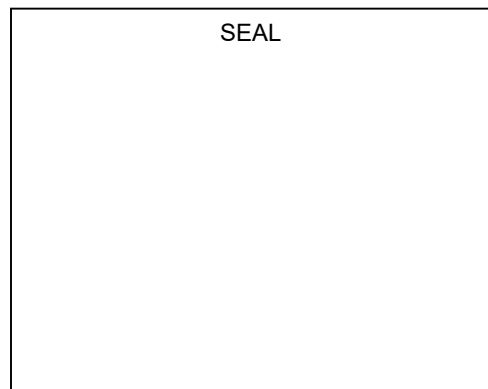


EXHIBIT 3

Bond No.: _____

Premium Amount: \$ _____

Bond's Effective Date: _____

MAINTENANCE BOND

RECITALS:

1. The City of Vernon, California ("City"), has awarded to

(Name, address, and telephone of Contractor)

("Principal"),

a Contract (the "Contract") for the Work described as follows:

Specification No. _____: _____ in Vernon, CA.

2. Principal is required under the terms of the Contract— and all contract documents referenced in it ("Contract Documents")— after completion of the Work and before the filing and recordation of a Notice of Completion for the Work, to furnish a bond to secure claims for Maintenance equal to ten percent (10%) of the total amount of the Contract Which shall hold good for a period of one (1) year from the date the City's Notice of Completion and Acceptance of the Work is filed with the County Recorder, to protect the City against the result of faulty material or workmanship during that time.
3. The Contract and Contract Documents, including all their amendments and supplements, are incorporated into this Bond and made a part of it by this reference.

OBLIGATION:

THEREFORE, for value received, We, Principal and

(Name, address, and telephone of Surety)

("Surety"), a duly

admitted surety insurer under California's laws, agree as follows:

By this Bond, We jointly and severally obligate and bind ourselves, and our respective heirs, executors, administrators, successors, and assigns to pay City the penal sum of _____

_____ Dollars (\$ _____) ("the Bonded Sum"), this amount comprising not less than ten percent (10%) of the total Contract Sum, in lawful money of the United States of America.

The Licensed Agent for Surety is:

(Name, address, and telephone)

Registered Agent's California Department of Insurance License No. _____.

THE CONDITION OF THIS BOND'S OBLIGATION IS THAT if the said Principal or any of his or her or its subcontractors, or the heirs, executors, administrators, successors, or assigns or assigns of any, all, or either of them, shall fail to execute within a reasonable amount of time, or fail to respond within seven (7) days with a written schedule acceptable to the City for same, repair or replacement of any and all Work, together with any other adjacent Work which may be displaced by so doing, that proves to be defective in its workmanship or material for the period of one (1) year (except when otherwise required in the Contract to be for a longer period) from the date the City's Notice of Completion and Acceptance, or equivalent, is filed with the County Recorder, ordinary wear and tear and unusual abuse or neglect excepted with respect to such Work and labor, the Surety herein shall pay for the same, in an amount not exceeding the sum specified in this Bond.

1. When City declares that Principal is in default under the Contract, or Contract Documents, or both, Surety shall promptly

remedy the default using a procurement methodology approved by City, select a contractor or contractors acceptable to City to complete all of the Work, and arrange for a contract between the contractor(s) and City. Surety shall make available sufficient funds to pay the cost of repair or replacement of any and all Work and to pay and perform all obligations of Principal under the Contract and Contract Documents including other costs and damages for which Surety is liable under this Bond except that Surety's total obligation, as described here, will not exceed the Bonded Sum.

2. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.
3. Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said Contract or to the Work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.
4. Surety's obligations under this Bond are separate, independent from, and not contingent upon any other surety's guaranteeing Principal's faithful performance of the Work.
5. No right of action accrues on this Bond to any entity other than City or its successors and assigns.
6. If an action at law or in equity is necessary to enforce or interpret this Bond's terms, Surety must pay, in addition to the Bonded Sum, City's reasonable attorneys' fees and litigation costs, in an amount the court fixes.
7. Surety shall mail City written notice at least 30 days before: (a) the effective date on which the Surety will cancel, terminate, or withdraw from this Bond; or (b) this Bond becomes void or unenforceable for any reason.
8. Death of the Principal shall not relieve Surety of its obligations hereunder.

[Signatures to this Exhibit 3, Maintenance Bond, Begin on Next Page].

On the date set forth below, Principal and Surety duly executed this Maintenance Bond, with the name of each party appearing below and signed by its representative(s) under the authority of its governing body.

Date: _____

PRINCIPAL:

SURETY:

(Company Name)

(Company Name)

(Signature)

(Signature)

By: _____
(Name and Title)

By: _____
(Name and Title)

Address for Serving Notices or Other Documents:

Address for Serving Notices or Other Documents:

CORPORATE SEAL

CORPORATE SEAL

-
- *THIS BOND MUST BE EXECUTED IN TRIPLICATE.*
 - *EVIDENCE MUST BE ATTACHED OF THE AUTHORITY OF ANY PERSON SIGNING AS ATTORNEY-IN-FACT.*
 - *THE ATTORNEY-IN-FACT'S SIGNATURE MUST BE NOTARIZED.*
 - *A CORPORATE SEAL MUST BE IMPRESSED ON THIS FORM WHEN THE PRINCIPAL, OR THE SURETY, OR BOTH, ARE A CORPORATION.*
-

APPROVED AS TO SURETY AND
AMOUNT OF BONDED SUM:

APPROVED AS TO FORM:

By: _____
Daniel Wall, Director of Public Works

By: _____
Zaynah N. Moussa, Interim City Attorney

BOND ACKNOWLEDGMENT
FOR
SURETY'S ATTORNEY-IN-FACT

STATE OF CALIFORNIA)
) ss
COUNTY OF)

On this _____ day of _____, 20____,
before me, _____(name), a Notary Public for said County, personally
appeared _____(name), who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to this instrument as the attorney in fact of
_____, and acknowledged to me that he/she subscribed the
name of _____ thereto as principal, and his/he own name as
attorney in fact.

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

Notary Public

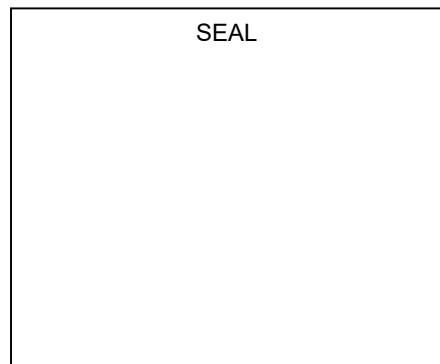


EXHIBIT 4

INSURANCE REQUIREMENTS

1.0 REQUIRED INSURANCE POLICIES

At its own expense, Contractor shall obtain, pay for, and maintain – and shall require each of its Subcontractors to obtain and maintain – for the duration of the Agreement, policies of insurance meeting the following requirements:

A. Workers' Compensation/Employer's Liability Insurance shall provide workers' compensation statutory benefits as required by law.

1. Employer's Liability insurance shall be in an amount not less than:
 - (a) ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease;
 - (b) ONE MILLION DOLLARS (\$1,000,000) per employee for bodily injury or disease; and
 - (c) ONE MILLION DOLLARS (\$1,000,000) policy limit.

B. Commercial General Liability ("CGL") (primary). City and its employees and agents shall be added as additional insureds, not limiting coverage for the additional insured to "ongoing operations" or in any way excluding coverage for completed operations. Coverage shall apply on a primary, non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee, representative or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

1. CGL insurance must not be written for less than the limits of liability specified as follows:
 - (a) ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury (including accidental death) to any one person;
 - (b) ONE MILLION DOLLARS (\$1,000,000) per occurrence for personal and advertising injury to any one person;
 - (c) ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage; and
 - (d) TWO MILLION DOLLARS (\$2,000,000) general aggregate limit.
2. CGL insurance must include all major divisions of coverage and must cover:
 - (a) Premises Operations (including Explosion, Collapse, and Underground ["X,C,U"] coverages as applicable);
 - (b) Independent Contractor's Protective;

- (c) Independent Contractors;
- (d) Products and Completed Operations (maintain same limits as above until five (5) years after recordation of Notice of Completion);
- (e) Personal and Advertising Injury (with Employer's Liability Exclusion deleted);
- (f) Contractual Liability (including specified provision for Contractor's obligation under Article 11 of the General Conditions); and
- (g) Broad Form Property Damage.

3. Umbrella or Excess Liability Insurance (over primary), if provided, shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion and no contractor's limitation endorsement. The policy shall have starting and ending dates concurrent with the underlying coverages. The Named Insured may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits and complies with all other requirements listed here.

C. Business Automobile Liability Insurance

- 1. Business Automobile Liability Insurance must cover all vehicles, whether rented, leased, hired, scheduled, owned or non-owned. If Contractor does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Business Automobile Liability Insurance coverage amounts shall not be less than the following:
 - (a) ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury (including accidental death) to any one person; and
 - (b) ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage; or
 - (c) ONE MILLION DOLLARS (\$1,000,000) combined single limit.

D. Contractors Pollution Liability Insurance (CPL)

- 1. Contractor or Subcontractor shall obtain, pay for, and maintain for the duration of the Contract Contractors Pollution Liability insurance that provides coverage for liability caused by pollution conditions arising out of the operations of the Contractor. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using Subcontractors, the policy must include work performed "by or on behalf" of the insured.
- 2. The policy limit shall provide coverage of no less than one million dollars (\$1,000,000) per claim and in the aggregate. Coverage shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and costs of defense, including costs and expenses incurred in the

investigation, defense, or settlement of claims.

3. All activities contemplated in the Contract shall be specifically scheduled on the CPL policy as “covered operations.” In addition, the policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.
4. The policy shall specifically provide for a duty to defend on the part of the insurer. City, its officers, employees and agents shall be added to the policy as additional insureds by endorsement.

2.0 GENERAL REQUIREMENTS—ALL POLICIES

A. Qualifications of Insurer. At all times during the term of this Contract, Contractor’s insurance company must meet all of the following requirements:

1. “Admitted” insurer by the State of California Department of Insurance or be listed on the California Department of Insurance’s “List of Surplus Line Insurers” (“LESLI”);
2. Domiciled within, and organized under the laws of, a State of the United States; and
3. Carry an A.M. Best & Company minimum rating of “A:VII”.

B. Continuation Coverage. For insurance coverages that are required to remain in force after the Final Payment, and if reasonably available, Contractor shall submit to City, with the final Application for Payment, all certificates and additional insured endorsements evidencing the continuation of such coverage.

C. Deductibles or Self-Insured Retentions. All deductibles or self-insured retentions are subject to City’s review and approval, in its sole discretion.

D. Commercial General Liability and Business Automobile insurance policies must be written on an “occurrence” basis and must add the City of Vernon and its officers, agents, employees and representatives as additional insureds.

E. Contractor’s Insurance Primary. Other insurance (whether primary, excess, contingent or self-insurance, or any other basis) available to City, or its representatives, or both, is excess over Contractor’s insurance. City’s insurance, or self-insurance, or both, will not contribute with Contractor’s insurance policy.

F. Waiver of Subrogation. Contractor and Contractor’s insurance company waive— and shall not exercise— any right of recovery or subrogation that Contractor or the insurer may have against City, or its representatives, or both.

G. Separation of Insureds. Contractor’s insurance policy applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought, except that the naming of multiple insureds will not increase an insurance company’s limits of liability.

H. Claims by Other Insureds. Contractor’s insurance policy applies to a claim or suit brought by an additional insured against a Named Insured or other insured, arising out of bodily injury, personal injury, advertising injury, or property damage.

I. Premiums. City is not liable for a premium payment or another expense under Contractor’s policy

J. At any time during the duration of this Contract, City may do any one or more of the following:

1. Review this Agreement's insurance coverage requirements;
2. Require that Contractor obtain, pay for, and maintain more insurance depending on City's assessment of any one or more of the following factors:
 - (a) City's risk of liability or exposure arising out of, or in any way connected with, the services of Contractor under this Agreement;
 - (b) The nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, the services of Contractor under this Agreement; or
 - (c) The availability, or affordability, or both, of increased liability insurance coverage.
3. Obtain, pay for, or maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to City for liability, or costs, or both, that City incurs during City's investigation, administration, or defense of a claim or a suit arising out of this Agreement; or

K. Contractor shall maintain the insurance policy without interruption, from the Project's commencement date to the Final Payment date, or until a date that City specifies for any coverage that Contractor must maintain after the Final Payment.

L. Contractor shall not allow any insurance to expire, cancel, terminate, lapse, or non-renew. Contractor's insurance company shall mail City written notice at least thirty (30) days in advance of the policy's cancellation, termination, non-renewal, or reduction in coverage and ten (10) days before its insurance policy's expiration, cancellation, termination, or non-renewal, Contractor shall deliver to City evidence of the required coverage as proof that Contractor's insurance policy has been renewed or replaced with another insurance policy which, during the duration of this Agreement, meets all of this Agreement's insurance requirements.

M. At any time, upon City's request, Contractor shall furnish satisfactory proof of each type of insurance coverage required—including a certified copy of the insurance policy or policies; certificates, endorsements, renewals, or replacements; and documents comprising Contractor's self-insurance program—all in a form and content acceptable to the City Attorney or City's Risk Manager.

N. If Contractor hires, employs, or uses one or more Subcontractor(s) to perform work, services, operations, or activities on Contractor's behalf, Contractor shall ensure that the Subcontractor complies with the following.

1. Meets, and fully complies with, this Agreement's insurance requirements; and
2. Furnishes City at any time upon its request, with a complete copy of the Subcontractor's insurance policy or policies for City's review, or approval, or both. Failure of City to request copies of such documents shall not impose any liability on City, or its employees.

O. Contractor's failure to comply with an insurance provision in this Agreement constitutes a material breach upon which City may immediately terminate or suspend Contractor's performance of this Agreement, or invoke another remedy that this Agreement or the law allows. At its discretion and without waiving any other rights it may have pursuant to law, City has the right but not a duty to obtain or renew the insurance and pay all or part of the premiums. Upon demand, Contractor shall repay City for all sums or monies that City paid to obtain, renew, or

reinstate the insurance, or City may offset the cost of the premium against any sums or monies that City may owe Contractor.

3.0 CONTRACTOR'S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS

A. Contractor shall have its insurance carrier(s) or self-insurance administrator(s) complete and execute the following insurance documents and shall deliver said documents at the same time Contractor delivers this Agreement to City. City will neither sign this Agreement nor issue a "Notice to Proceed" until the City Attorney or City's Risk Manager has reviewed and approved all insurance documents. City's decision as to the acceptability of all insurance documents is final. Sample insurance documents in the City's approved format are set forth in this 4.

B. Required Submittals for Commercial General Liability and Business Automobile Insurance and Contractor's Pollution Liability Insurance. The following submittals must be on forms satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative – which fully meet the requirements of, and contain provisions entirely consistent with, all of the insurance requirements set forth herein.

1. "Certificate of Insurance"
2. "Additional Insured Endorsement"
3. Subrogation Endorsement: "Waiver of Transfer to Rights of Recover Against Others"

Both Certificates of Insurance and Additional Insured Endorsements must read as follows: "The City of Vernon, and its officers, agents, employees and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City's insurance and self-insurance will apply in excess of, and will not contribute with this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage."

C. Required Submittals for Workers' Compensation Insurance. Contractor shall provide City with a certificate of insurance and a subrogation endorsement on forms satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative – which fully meet the requirements of, and contain provisions entirely consistent with, this Contract's workers compensation insurance requirements. If Contractor is self-insured for workers' compensation, a copy of the "Certificate of Consent to Self-insure" from the State of California is required; or if Contractor is lawfully exempt from workers' compensation laws, an "Affirmation of Exemption from Labor Code §3700" form is required.

D. Required Evidence of Builder's Risk Coverage. City will provide a certificate of insurance and a declarations page on a form satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative. The policy terms must fully meet the requirements of, and contain provisions entirely consistent with, all of the insurance requirements set forth herein. The City shall be named as a loss payee on the insurance policy for the full replacement value of all buildings, structures, fixtures and materials to be constructed, maintained, repaired or supplied pursuant to this Contract.

E. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that all required coverage is provided. Contractor agrees to obtain certificates evidencing such coverage.

F. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City or any other indemnitee as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

G. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

H. Any “self-insured retention” must be declared and approved by City. City reserves the right to require the self-insured retention to be eliminated or replaced by a deductible. Self-funding, policy fronting or other mechanisms to avoid risk transfer are not acceptable. If Contractor has such a program, Contractor must fully disclose such program to City.

EXHIBIT 5

Statement of Intent to Comply with Minimum Requirements of the Stormwater Permit

CITY OF VERNON
Public Works Department

Construction Stormwater Program

Permit Number: _____ Date: _____

Applicant: _____ Phone: _____

Project Address: _____

Property Owner: _____

Contractor: _____

Contractor's Address: _____

The National Pollutant Discharge Elimination System (NPDES) is a portion of the Clean Water Act that applies to the protection of receiving waters. Under permits from the Los Angeles Regional Water Quality Control Board (RWQCB), certain activities are subject to RWQCB enforcement. To meet the standards of the Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watershed of Los Angeles County, Except those Discharges Originating from the City of Long Beach MS4 (CAS004001), the City of Vernon has adopted minimum standards for stormwater runoff from development construction activities.

These minimum standards require the implementation of an effective combination of erosion and sediment control Best Management Practices (BMPs) to prevent erosion and sediment loss, and the discharge of construction waste at each site. At a minimum, the construction activity associated with the construction project identified above shall be conducted in such a manner that:

- Prevents illicit construction-related discharges of pollutants into the MS4 and receiving waters.
- Implements and maintains structural and non-structural BMPs to reduce pollutants in stormwater runoff from construction sites.
- Reduces construction site discharges of pollutants to the MS4 to the maximum extent practicable.
- Prevents construction site discharges to the MS4 from causing or contributing to a violation of water quality standards.

Note: The Stormwater BMP Construction Handbook sheets developed by the California Stormwater Quality Association shall be used as guidance in determining and implementing required BMPs. The BMP sheets may be reviewed at the Public Works Department counter during regular business hours. A General Construction Permit shall be obtained and maintained for all construction sites one (1) acre or greater. Additional conditions may be required for these sites.

I have read and understand the requirements listed above and certify that I will comply with the minimum requirements above.

Signature: _____

Print Name: _____

Title: _____

Property Owner: _____

EXHIBIT A6

Statement of Intent to Comply with Minimum Requirements of the California
Covid-19 Industry Guidance: Construction

CITY OF VERNON
Public Works Department

Project Address: _____

Property Owner: _____

Contractor: _____

Contractor's Address: _____

The latest COVID-19 industry guidelines can be accessed at the following web address:

<https://www.dir.ca.gov/dosh/coronavirus/Guidance-by-Industry.html>

This document provides guidance for the construction industry to support a safe, clean environment for workers. The guidance is not intended to revoke or repeal any worker rights, either statutory, regulatory or collectively bargained, and is not exhaustive, as it does not include county health orders, nor is it a substitute for any existing safety and health-related regulatory requirements such as those of Cal/OSHA. 1 Stay current on changes to public health guidance and state/local orders, as the COVID-19 situation continues. Cal/OSHA has more safety and health guidance on their Cal/OSHA COVID-19 Infection Prevention for Construction 2 Employers and Workers webpage. CDC has additional guidance for businesses and employers.

I have read and understand the requirements listed above and certify that I will comply with the minimum requirements above.

Signature: _____

Date: _____

Print Name: _____

Title: _____

EXHIBIT B
SPECIAL PROVISIONS
SPECIFIC FOR THIS PROJECT

SPECIFIC FOR THIS PROJECT

ALAMEDA STREET REPAIRS AT UNION PACIFIC RAILROAD CROSSING CITY CONTRACT NO. CS-1267

GENERAL

B-1.01 Scope of Work – This project consists of construction of new American with Disabilities “ADA” ramps, new curb and gutter, new sidewalk, and installation of new truncated domes on the walkway on each side of the railroad tracks. Additionally, the scope of work also includes the application of a quick-set type mix of Rubberized Emulsion-Aggregate Slurry (REAS) Seal, Type II surface treatment, and the removal of existing street striping and installation of new street striping and traffic markings on the same area where slurry seal is applied.

B-1.02 Contract Plans – The details and the exact limits for the asphalt and concrete work in this project are shown on the City of Vernon Contract No. CS-1267 sheet drawings, incorporated into this Agreement by this reference:

<u>Sheet No.</u>	<u>Plan No.</u>	<u>Description</u>
1	P-2727	Alameda Street – UPRR Grade Crossing Safety Improvements at 37 th Street

B-1.03 Specifications – Installation and payment for all the work shall conform to the Standard Specifications for Public Works Construction (2018 Edition), State of California Department of Transportation “Caltrans” Standard Plans and Standard Specifications (2018 Edition), California Manual on Uniform Traffic Control Devices (2014 Edition), and the City of Vernon Standard Plans.

The Standard Specifications for Public Works Construction (2018 Edition) shall be referred to hereafter as the “Standard Specifications”. The Caltrans Standard Plans (2018 Edition) shall be referred to hereafter as the “Standard Plans”. The California Manual on Traffic Control Devices (2014 Edition) shall be referred to hereafter as the “CA MUTCD”.

B-1.04 Length of Contract – All work in this project shall be completed within **thirty (30) calendar days** as specified in the Bidder's Proposal.

B-1.05 Delays and Extensions of Time – The provisions of Section 6-6 entitled "Delays and Extensions of Time" of the Standard Specifications shall apply except as modified and supplemented below.

The second paragraph of subsection 6-6.1 is hereby deleted and the following paragraph shall be inserted in its place:

No extension of time will be granted for a delay caused by the inability of the Contractor to obtain materials, equipment and labor, except as authorized by the City Engineer. The length of contract time stipulated includes any time which may be required to obtain materials, equipment and labor,

and the Contractor in submitting a bid shall be deemed to have ascertained the availability of materials, equipment and labor and considered same in his proposed construction schedule.

B-1.06 Quality of Work – The provisions of Section 4-1.1 entitled "Materials and Workmanship" of the Standard Specifications (2018) shall apply. In addition, any work deemed unacceptable by the City Engineer, whether a cause is determined or not shall be repaired or replaced by the Contractor at his expense.

B-1.07 Liquidated Damages – In accordance with Section 6-9 of the Standard Specifications (2018), for each consecutive calendar day required to complete the work in excess of the time specified herein for its completion, as adjusted in accordance with Section 6-6 of the Standard Specifications (2018), the Contractor shall pay to the City, or have withheld from monies due it, the sum of one thousand five hundred dollars (\$1,500.00).

B-1.08 Unit Prices - All costs not covered by specific unit prices but required for a complete job in place, shall be included in the items most related to the work.

B-2.01 Scheduling of Work – The Contractor shall submit his work schedule to the City Engineer at the pre-construction meeting. The construction schedule shall show the sequence of work, critical path and estimated time for completion of each segment of work. This schedule must be reviewed and accepted by the City Engineer before the Contractor will be permitted to begin work. **In addition, the Contractor shall submit a detailed schedule forecasting two weeks of work describing each day's work. This schedule shall be updated and submitted to the City every other Monday during the construction period.** The Contractor shall give 48 hours' notice to the City Engineer prior to the start of the work.

B-2.02 Construction Hours - **Work shall occur between the hours of 7am to 4pm unless otherwise restricted by the type of work shown below:**

- **Application of Slurry Seal materials shall occur on Saturday or Sunday between the hours of 7am to 5pm. (Full street closure with traffic control detours will be required).**
- **All re-striping work shall occur at night between the hours of 9pm to 4am. Layout "Cat Track" shall be approved by the City before the final striping improvements are installed.**

B-3.01 Traffic Requirements - General – Before any partial or total closure of any street, the Contractor shall be required to obtain the approval of the City Engineer.

The Contractor shall comply with Section 7-10 of the Standard Specifications (2018) and provide safe and continuous passage for pedestrian and vehicular traffic at all times. The contractor shall provide and maintain all necessary flagmen, barricades, delineators, signs, flashers and any other safety equipment as set forth in the latest publication of the State of California, Division of Highways, Traffic Manual or as required by the City Engineer to insure safe passage of traffic.

In addition to the requirements of the "CA MUTCD" handbook, the City Engineer may require

flatter traffic tapers, additional traffic control devices, barricading, and other signing in order to ensure driver awareness and safety in the construction area. Further, the Contractor shall provide Type II or Type III barricades and delineators at locations as determined by the City Engineer.

The Contractor shall maintain continuous access to all businesses within the project limits. Any closed access or drive approach shall be immediately restored when the construction operation that necessitated such closure is completed. The following is a partial list of factors required to comply with this access requirement:

- a. Where a business or residence has more than one two-way drive, continuous access to at least one two-way drive shall be maintained at all times.
- b. A business or residence that has a drive approach that is at least 40 feet wide shall be poured in halves in order to maintain continuous access unless otherwise approved by the City Engineer.
- c. In addition to the above, the Contractor shall be required to construct temporary ramps at excavated areas and utilize other construction methods such as temporarily backfilling areas and surfacing with temporary A.C. paving, in order to comply with the requirements of continuous access unless otherwise directed by the City Engineer.

B-3.02 Traffic Requirements – Specific for this Project – In addition to the general specific requirements of Section B -3.01 of these Specifications, the following provisions shall apply unless otherwise directed by the City Engineer.

- a. The Contractor shall submit traffic channelization and detour plans to the City Engineer for approval at least (10) ten working days prior to commencement of work.**
- b. The posting of "NO PARKING" signs within the construction limits is permitted with the approval of the City Engineer. "NO PARKING" signs shall contain a "TOW AWAY" warning.**

These signs shall be furnished and maintained by the Contractor and shall be of the type approved by the City Engineer. Each sign posted shall have the date and time indicating the duration of the "NO PARKING" prohibition printed clearly in a manner acceptable to the City Engineer, and not handwritten. New signs shall be posted when changes occur in the parking prohibitions indicated on the previously posted signs.

Signs must be posted at least 72 hours in advance of construction or they are invalid. Signs shall not be attached to trees or taped to street light or traffic signal poles. Contractor shall only post "NO PARKING SIGNS" on one side of the street at a time unless otherwise approved by the City Engineer. The signs shall be effective for no more than five working days and shall be removed within 24 hours after the work is complete. If signs are not removed in a timely manner, the City Engineer may suspend all work until signage requirement is corrected. All signs, lights and other warning

devices used shall be in accordance with State of California Business and Transportation City Department of Public Works Manual of Warning Signs, Lights and Devices for Use in Performance of Work upon Highways.

Due to the necessity of private property access, the contractor may be required to maintain a fifteen (15) foot, in width, travel lane. Detour of traffic shall be maintained within the construction zone for the duration of the construction. The Contractor shall provide access to local businesses at all times unless otherwise approved by the City Engineer. This may include providing steel plates at some driveway approaches. The Contractor shall furnish and maintain Type II and Type III barricades with flashers at the removal areas. Message boards shall be used for pre-construction warnings, lane closure/detour areas and placed 10 calendar days in advance of the closure/detour. Flashing arrow boards shall be used on Santa Fe Avenue. The traffic control shall be in accordance with the California Manual of Temporary Traffic Controls (CA MUTCD, latest edition) handbook.

- c. **Traffic Control Work shall include all labor, materials, tools, equipment, transportation and incidentals necessary to maintain and control all vehicular and pedestrian traffic through the construction site. The cost of furnishing and maintaining traffic control during the construction including flagmen as necessary must be included in the various bid items, and no extra compensation will be paid to the Contractor.**

B-4.01 Extra Work – In the event the City and the Contractor are unable to negotiate an agreed price for extra work, which is acceptable to both parties, payment shall be made based on time and materials as follows:

- a. **Work by the Contractor: The following percentages shall be added to the Contractor's cost and shall constitute the markup for all overhead and profits:**

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

b. **Work by the Subcontractor - When all or any part of the extra work is performed by a subcontractor, the above markups shall apply to the aggregate sum of the extra work, regardless of the number of tiers of subcontractors used. In addition, a markup of 10-percent on the first \$5,000 of extra work and 5-percent on work in excess of \$5,000 may be added by the Contractor.**

B-4.02 Compliance with Laws, Regulations, and Safe Practices – The Contractor shall perform all work in a safe, competent manner and in accordance with all federal, state, and local statutes, regulations, ordinances, rules, and governmental orders. The Contractor will be solely and completely responsible for the conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Inspection of the Contractor's performance by the City, its agents,

or employees is not intended to include review of the adequacy of the Contractor's safety measures in or near the job site.

B-4.03 Notification of Affected Residents/Businesses – The Contractor shall be responsible for distribution of the general information letter of the project to all *affected* residents and businesses.

A project general information letter and sufficient copies thereof will be prepared by City staff for Contractor distribution to all residents, business establishments, and institutions fronting on or directly affected by the project.

The Contractor shall be responsible for distribution of said letter in handout form to all the appropriate residences and buildings in the subject area. Distribution shall be accomplished in a manner acceptable to the City Engineer and shall be five (5) working days prior to the beginning of construction operations in the immediate vicinity.

In addition to the above, the Contractor shall be fully responsible for such other notifications as may be required related to necessary closures of streets, alleys, driveways, etc., or to unavoidable access or parking restrictions. These notifications shall apply where the closures and access or parking restrictions required in the performance of any work under this contract preclude any resident, tenant, or property owner from utilizing the premises or conducting business thereon in a reasonable and customary manner.

Additional notification to the affected businesses and residents shall be prepared by the City and distributed by the Contractor for roadway and driveway closures five (5) working days in advance of any construction work. No removal or excavation work is allowed until the additional notification has been distributed to the *affected* residents and businesses. If a Contractor is unable to adhere to his schedule as indicated on his written notification, then all the affected residents and places of business shall be re-notified of the revised schedule, in writing, as indicated above.

Contractor costs for all of the above notifications shall be considered as included in the appropriate items of the Bid Proposal.

B-4.04 Notification of Utilities – The provisions of Section 5 entitled "Utilities" of the Standard Specifications shall apply. The Contractor shall contact the Underground Service Alert of Southern California (U.S.A.) at least two working days in advance of the construction work.

B-5.01 Noise Restrictions – The Contractor may not operate certain power equipment, within a residential area or within a radius of 500 feet from a residential area, except during the following times:

1. From 7:00 am to 4:00 pm, Monday through Friday
2. From 7:00 am to 5:00 pm on Saturday and Sunday

In addition, the noise level from the Contractor's operations shall not exceed 85 dBA when measured within a one hundred (100) foot radius at any time.

B-6.01 Construction Order of Work – Work shall be scheduled so as to lessen the impact upon businesses.

Requirements – General:

1. All construction shall conform to Sections 6-1 and 6-2 of the latest edition of the Standard Specifications for Public Works Construction and shall proceed in a smooth, efficient, timely and continuous manner. As such, once construction is started in a work area, the Contractor will be required to work continuously in that work area until construction has been completed and the work area is open and accessible to both vehicular and pedestrian traffic in a manner approved by the City Engineer before the next stage of work will be allowed to begin.
2. Once construction is started in a work area, the Contractor shall not withdraw manpower or equipment from that work area in order to start construction in another work area if doing so, in the opinion of the City Engineer, delays the completion of the work presently under construction.
3. The Contractor shall maintain continuous access to all residents and businesses within the project limits, including drive approaches, unless the Contractor has obtained the approval of the City Engineer to close either such access or drive approach.
4. No stockpiling of material and construction equipment on public streets or sidewalks will be permitted on this project unless approved by the City Engineer. Material and equipment placed on public streets, sidewalks and on the construction areas shall be used the same day.

B-7.01 Character of Workers – If any subcontractor or person employed by the Contractor shall appear to the City's Engineer to be incompetent, intemperate, troublesome, or acts in a disorderly or otherwise objectionable manner, he/she shall be immediately discharged from the project on the request of the City's Engineer, and such person shall not be reemployed on the work. If said individual has an ownership interest in the contracting entity, the City Engineer will serve written notice upon the Contractor and the Surety providing the faithful performance bond, in accordance with Section 6-4, "Default by Contractor," of the Standard Specifications, demanding complete and satisfactory compliance with the Contract.

B-8.01 Examination of the Site – The Contractor is required to examine the site and judge for themselves the location, physical conditions, substructures, and surroundings of the proposed work.

B-8.02 Mobilization – The cost of all preparatory work and operations for the multiple movements of personnel, equipment, supplies, and incidentals to the project site must be included in the various bid items, and no extra compensation will be paid to the Contractor.

B-8.03 Dust Control – Throughout all phases of construction, including suspension of work, and until final acceptance of the project, the Contractor shall abate dust nuisance by cleaning, sweeping and sprinkling water, or other means as necessary when requested by the City. Failure of the Contractor to comply with the City Engineer's cleanup orders may result in an order to suspend

work until the condition is corrected. No additional compensation or extension of contract completion time will be allowed as a result of such suspension. The cost of furnishing and operating dust control during the construction project shall be included in the various bid items, and **no** extra compensation will be paid to the Contractor.

B-8.04 Temporary Water Meter – If necessary, the Contractor shall obtain a temporary water meter from the City of Vernon Water Department by placing a deposit of \$1,000. Contractor shall pay for all water used. Contractor shall not relocate the service. The Contractor shall call the City of Vernon Water Department to relocate the service and will be charged \$50.00 for each relocation.

B-8.05 Cleaning of Site During Construction – During construction, all existing improvements, including pavement, sidewalk, curb and gutter, adjacent to the work area shall be swept free from soils, gravel, dirt or debris on a daily basis. The Contractor is responsible for maintaining all sidewalk, curb and gutter areas within the construction zone free from loose materials at all times.

B-8.06 Sanitary Facilities – The Contractor shall furnish and maintain sufficient sanitary facilities by the worksites for the entire duration of construction activities. The cost of furnishing and maintaining sufficient sanitary facilities shall be included in the various bid items, and **no** extra compensation will be paid to the Contractor.

B-8.07 Final Cleaning of Site and Restoration – The Contractor shall be responsible for cleaning and restoration of all damaged existing improvements such as sidewalk, driveway, curb and gutter, and private property at no cost to the City.

The Contractor shall remove all loose aggregates by sweeping all the sidewalks and gutters. The cost of furnishing and operating such sweeping after the construction of the project must be included in the various bid items, and no extra compensation will be paid to the Contractor.

B-9.01 Best Management Practices (BMP's) – The Contractor shall submit a copy of their Best Management Practices (BMPs) to the City Engineer for review ten (10) days prior to the beginning of any work.

The Contractor is hereby notified that specific construction practices in the Standard Specifications, Section 7-8.6.2, “Best Management Practices (BMPs)” are considered to be Best Management Practices. The Contractor shall implement and maintain such BMP's as are relevant to the work, and as are specifically required by the Plans or Special Provisions. The Contractor shall not commence activity until the BMP submittal has been reviewed and approved.

B-10.01 Protection of the Public – The Contractor shall take such steps and precautions as his/her operations warrant to protect the public from danger, loss of life, loss of property or interruption of public services. Unforeseen conditions may arise which will require that immediate provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract. Whenever, in the opinion of the City Engineer, a condition exists in which the Contractor has not taken sufficient precaution of public safety, protection of utilities, and/or protection of adjacent structures or property, the City Engineer will order the Contractor to provide a remedy for the condition. If the Contractor fails to act on the situation within a reasonable time period as determined by the City Engineer, or in the event of an

emergency situation, the City Engineer may provide suitable protection by causing such work to be done and material to be furnished as, in the opinion of the City Engineer, may seem reasonable and necessary.

The cost and expense of all repairs (including labor and materials) as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the City for emergency repairs will be deducted from the final payment due to the Contractor.

B-11.01 Material Submittals – The Contractor shall provide all required submittals including, but not limited to the following:

Shop drawings, materials and mix designs to the City upon reward of the contract for review and approval before the construction, and truncated domes.

The “Notice to Proceed” will not be issued to the Contractor until all the submittals have been reviewed and approved by the City.

B-12.01 Unclassified Excavation – This section shall conform to Subsection 300-2 of the Standard Specifications and these Special Provisions.

Unclassified excavation shall consist of saw cutting, excavation and disposal of existing concrete sidewalk, concrete ADA ramps, curb and gutter, and/or adjacent one foot wide strip asphalt pavement along proposed concrete ADA ramp improvements, and removal and **disposal** of asphalt pavement for the proposed concrete approach, including aggregate base, soil etc., as shown on the project plans. The cost for unclassified excavation shall be included in the unclassified excavation bid item unit price and no additional compensation to the Contractor shall be made therefor.

Cost for **unclassified fill** if any, **re-grading** and **re-compaction** shall be included in the unit price paid for the unclassified excavation for the said areas and **no** additional payment will be allowed therefor.

B-12.02 Saw-cutting – A concrete saw shall, where practicable, be used to neatly saw the edge of all existing concrete sidewalk, curb, gutter, and/or drive apron to be removed. All work shall conform to applicable provisions of the Standard Specifications. Payment for saw-cutting concrete and asphalt pavement, concrete spandrel, drive aprons, curb, gutter or sidewalk shall be included in the unit bid prices of the various related items as specified in the Bidder's Proposal and no additional compensation for this work shall be made therefor.

Saw-cutting will be required along score lines of all individual concrete areas to be removed unless otherwise directed by the City's Engineer. A minimum 8" saw-cutting depth will be required along the joint line for curb and gutter.

The residue resulting from the saw-cutting operations shall not be permitted to flow beyond the specific work location and shall be vacuumed concurrently with the operation. See Section I-2.04.1 of these Specifications for NPDES requirements.

B-13.01 Benchmark Replacement – If benchmarks and/or centerline ties are displaced or damaged during construction, the Contractor shall replace them per City of Vernon Standards at **no** cost to the City. Contractor shall notify the City within 24 hours of displacing a benchmark and/or centerline ties.

B-14.01 Maintaining Existing Traffic Signal System – In accordance with Section 701-4 and 701-5.4 of the Standard Specifications, the existing traffic signals shall be in operation at all times.

B-15.01 Concrete Improvement – General – The construction of concrete improvements shall consist of removal and disposal of concrete, asphalt concrete pavement, debris, native soil, and construction of concrete curb ramps and sidewalks according to the City of Vernon Plans. All concrete work shall be formed according to City of Vernon Standards. No wild pouring allowed. **All concrete classifications are according to Standard Specification for Public Works Construction Section 201-1.1.2.**

The cost for construction of the depressed concrete gutter for curb ramps, soil backfill, and re-compaction shall be included in the ADA curb ramp bid item and no extra compensation will be paid to the Contractor.

B-15.02 Concrete Sidewalk – The 3.5” thick concrete sidewalk and walkway shall be constructed according to the City of Vernon Standard Plan No. PV582. Saw-cut, remove, and dispose existing concrete, asphalt concrete, and/or soil to nearest score line or as painted by the City’s Engineer. Sidewalk shall be measured and paid under the concrete sidewalk unit bid item including subgrade preparations, forming, finishing, and all incidentals. The cost for the removal and replacement of the concrete sidewalk shall be included in the sidewalk bid item unit price and **no** additional compensation to the Contractor shall be made therefor.

B-15.03 Concrete Curb Ramp (Handicap Access) – The concrete curb (accessible) ramp including truncated dome and depressed gutter shall be constructed according to the Revised Caltrans Standard Plan RSP A88A. The ramp shall be poured monolithically with depressed gutter which has 0” (zero inch) lip. Unless otherwise indicated on plans, remove a 1’ wide by 12” deep section of pavement (asphalt, concrete, base) along the edge of existing gutter, re-compact base or subgrade and repave with 4” thick asphalt concrete pavement to 2” below edge of gutter to allow for 2” asphalt concrete pavement overlay to be flush with edge of gutter.

The location of the ramps to be re-constructed are shown on the contract plans and on Attachment A and Attachment B of the Contract Specifications.

The proposed curb (handicap access) ramps shown on plans are diagrammatical. Case A, Case B, or Case G are preferred when field conditions allow it. Other cases shall be installed if directed by the City’s engineer. The City shall mark the limit of work in the field for each street corner involved, and the Contractor shall field measure (verify) the required work to complete the proposed concrete curb ramp construction including but not limited to the cost for removal, disposal and relocation of the existing sidewalk curb drains, utility, traffic/street related poles and boxes. The cost of the truncated dome, depressed gutter and all the above work for proposed curb ramp shall be included in the curb ramp unit bid price and no additional compensation to the

Contractor shall be made therefor.

B-15.04 Truncated Domes – Curb ramp and walkway detectable warning surface shall consist of raised truncated domes constructed or installed on curb ramps or walkways according to the Revised Caltrans Standard Plan RSP A88A. Per the Contract Plans, the detectable warning surface shall be prefabricated cast-in-place on the curb ramp or walkway. The color of the detectable warning surface shall be yellow conforming to Federal Standard 595B, Color No. 33538.

The finished surfaces of the detectable warning surface shall be free from blemishes. The cost of installing truncated domes on proposed concrete curb ramp shall be included in concrete curb ramp bid item unit price and **no** additional compensation to the Contractor shall be made therefor.

The manufacturer shall provide a written 5-year warranty for prefabricated detectable warning surfaces, guaranteeing replacement when there is defect in the dome shape, color fastness, sound-on-cane acoustic quality, resilience, or attachment. The warranty period shall begin upon acceptance of the contract.

B-15.05 Concrete Joints and Keyways – Longitudinal joints shall coincide with traffic lanes unless otherwise approved by the City Engineer. Construction of keyways and tie bars shall be per the Standard Plans for Public Works Construction (SPPWC) Standard Plan No. 134-2 and placed at every cold joint in the concrete slab/pavement or as directed by the City Engineer.

B-16.01 Contractor Responsibility – **The Contractor shall be responsible for the final product and shall make any quality control, adjustments and corrections necessary to obtain the final product accepted by the City Engineer.** The Contractor shall perform process and quality control sampling and testing and exercise management control the work of his/her subcontractors, technicians and workers to ensure that the milling, transporting, spreading, compaction, and finishing processes conform to these Specifications. The proficiency of testing laboratories and sampling and testing personnel shall be reviewed and approved by the City Engineer prior to providing services to the project. The City Engineer shall have unrestricted access to the laboratory, sampling, testing sites, and all information resulting from mix design and quality control activities. All Quality Control testing results shall be submitted to the City Engineer on a daily basis.

B-17.01 Weather Limitations – Placement operations shall not be performed during wet conditions or if rain or cold conditions (less than 45°F) are imminent or predicted to exist at any time. “Imminent or predicted” is defined as being forecasted within a 48-hour period on the National Weather Service Web Site <http://www.wrh.noaa.gov> for the most representative and nearest location listed where placement is to begin and end.

B-18.01 Full Depth Asphalt Removal – Shall be in accordance with Section 300-1 of the Standard Specifications. Contractor shall remove entire asphalt section without disturbing or introducing any subgrade materials to the asphalt millings.

B-19.01 Subgrade and Surface Preparation – Prior to placing new pavement the subgrade soils/base shall be properly prepared, moisture treated and compacted to a minimum of 95 percent relative compaction based upon ASTM D 1557 so as to create an evenly graded, unyielding surface. If the

new pavement is to be placed on an existing milled pavement surface it shall be verified that the milled surface is firm and unyielding and there are no subgrade failure areas beneath the milled surface that might compromise the integrity of the new pavement. When new pavement is placed on a milled surface or adjacent to structures such as curbs, concrete gutters, swales, planters, etc... these contact surfaces shall be swept of all loose material to create a dry clean surface. A tack coat of SS-1h emulsion, emulsified recycling agent or equivalent (0.05 gallon per square yard minimum) shall be applied to all surface areas prior to placing the new pavement. New pavement is not recommended as a direct overlay on existing asphalt pavement without first milling the underlying pavement to aid in bonding and to prevent slippage.

B-20.01 New Asphalt Concrete Paving – Material – Asphalt concrete base paving material for this project shall be **Class B-PG-70-10** per the Standard Specifications for Public Works Construction. The final 2" cap/overlay shall be **Class C2 PG 70-10** with **2% Latex Additive** and per the specifications below. The asphalt concrete material shall include the following:

- (1) **Fractured faces** of crushed rock shall conform to Standard Specifications 200-1.2.
- (2) **Recycled Asphalt Concrete** shall **not** be allowed in new asphalt concrete mix.
- (3) Minimum **air void** shall be **4%** per Standard Specifications 203-6.4.3.

The Contractor shall inform the City of the name and location of the **asphalt plant** that will furnish asphalt concrete to the job sites. The City will schedule plant inspection on paving days for quality control. The City will reject asphalt concrete load shipments from any other plants.

The Contractor shall establish designated **asphalt truck routes and staging areas** and shall communicate these routes and areas to truck drivers prior to the arrival at the job site. The City shall approve this plan five (5) days prior to paving.

The Contractor shall place diesel fuel on top of all manholes, valves and monument covers immediately before the final asphalt pavement overlay. Feather join edges shall be made along straight lines by hand raking out all heavy aggregates prior to rolling to produce a smooth uniform surface. Compacted edge along gutter shall be flush.

No traffic shall be allowed on paved surfaces for a **minimum of two hours** after paving unless approved by the City. Contractor shall remove all tracked asphalt materials from concrete surfaces. No asphalt trucks shall utilize existing driveways for turn around.

Paving operations at the end of each day or night shall leave **no joints parallel to the direction of traffic**. Joints perpendicular to the direction of traffic shall be ramped with temporary asphalt concrete. The ramping shall be removed prior to paving.

Existing potholed asphalt concrete pavement and base thicknesses are shown on plans.

B-20.02 Latex Rubber Additive – This work shall consist of adding a 2% latex rubber additive to the asphalt concrete mix for the final 2" thick surface overlay shall be **Class C2-PG 70-10** in accordance with the following provisions and the Standard Specifications for Public Works Construction, Section 203-10 "Latex Modified Asphalt Concrete":

- A. Latex rubber shall be water based emulsified suspension of Styrene/Butadiene Rubber in liquid form.
- B. Latex rubber, amounting to 2% by weight of the asphalt cement, shall be added at the pug mill with the asphalt cement during the mixing cycle.
- C. The Contractor shall submit the mix design to the City Engineer for approval prior to use.
- D. Latex rubber may be added to the mixture in any method that will assure uniform distribution, accurate measurement of quantity of latex introduced. The latex shall be introduced to the mix at the same time as the introduction of asphalt.
- E. The wet mixing cycle shall be 50 seconds.

Payment for Latex Rubber additive shall be included in the unit price for Asphalt Concrete Pavement with Latex and **no** extra compensation will be paid to the Contractor.

B-20.03 Tack Coat Application – A tack coat of SS-1h shall be applied at the rate of 0.10 gallons per square yard to all uniform thickness cold planed areas. **The surface shall be free of water, foreign material, or dust when the tack coat is applied. A similar tack coat shall be applied to the surface of any course, if the surface is such that a satisfactory bond cannot be obtained between it and a succeeding course.** The cost of furnishing and applying tack coat SS-1h must be included in the paving operation, and **no** extra compensation will be paid to the Contractor.

The Contractor shall make all necessary efforts to minimize the tracking of the fresh oil on the existing improvements such as sidewalks, driveways, curb and gutters, private property, etc. **Under no circumstance will the tack-coat truck spray the roadway more than 200 feet ahead of the paving machine. No trucks shall utilize existing driveways for turn around.** All maneuvering shall take place on the streets. Contractor will be responsible for such cleaning and restoration as needed.

B-20.04 Field Testing – The crushed miscellaneous base material shall be compacted to a relative compaction of 95%. All trenches and sub-grade below six inches (6") shall be compacted to a relative compaction of 90%.

The asphalt concrete pavement compaction after rolling shall also be 95%. The City shall test for the field density of the compacted asphalt concrete by using a properly calibrated nuclear asphalt-testing device.

The Contractor shall notify the City 48 hours in advance when to schedule field relative compaction tests. **Failed compaction test areas shall be immediately removed and replaced at Contractor's expense.**

B-21.01 Striping Improvements – Furnishing and installing traffic striping, pavement markers, and pavement markings (legends) shall conform to Section 214 of the Standard Specifications and/or the provision in Section 84 "Traffic Stripes and Pavement Markings", and in Section 85, "Pavement Markers" of the Caltrans Specifications. The Contractor shall layout (cat track) all striping within one week after the placement of the final paved surface. Once approved by the City,

the striping of all the streets shall be installed with Thin-mil thermoplastic traffic stripes and pavement markings. The Contractor shall furnish the necessary control points for all existing striping and legend marking prior to removing them. Traffic striping shall be placed upon the finished asphalt concrete or PCC pavement surface according to the plans. Crosswalk markings at adjacent approaches to the improvements shall be restriped as noted on traffic striping plans. The Contractor shall be responsible for the completeness and accuracy of the layout and re-striping to the satisfaction of the City. A blue retro reflective raised pavement marker per Caltrans Traffic Manual Section 6-03.4, Figure 6-44 shall be placed on new asphalt pavement at all fire hydrant locations. The contractor shall place temporary striping tabs before the street is opened up to traffic. The Contractor shall also install pavement markers according to the striping plans.

Prior to the installation of the traffic signal loops, the contractor shall layout the proposed crosswalks. The cost of preparing layout and furnishing control points must be included in the respective lump sum bid item, and **no** extra compensation will be paid to the Contractor.

B-22.01 Paint Materials – Furnishing and installing traffic striping, pavement markers, and pavement markings (legends) shall conform to Section 214 of the STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION “GREENBOOK” (2018 Edition and supplements) and/or the provision in Section 84 “Traffic Stripes and Pavement Markings”, and in Section 85, “Pavement Markers” of the Cal Trans State Specifications.

Thin-mil thermoplastic traffic stripes and pavement markings, and thermoplastic crosswalks and limit lines shall conform to the provisions in Sections 84-1, “General,” and 84-2, “Thermoplastic Traffic Stripes and Pavement Markings,” of the CSS and these special provisions.

Specifications for glass beads shall be “8010-004 (Type II).” Glass beads shall be premixed within the thermoplastic material prior to application and also applied to the thermoplastic striping material immediately following the application of the striping.

Thin-mil thermoplastic material shall conform to the requirements of Caltrans Specification No. PTH-02SPRAY, for Thermoplastic Traffic Striping Material, Sprayable, White and Yellow. The binder material shall be Alkyd. Copies of the Caltrans Specification No. PTH-02SPRAY are available at the Caltrans Transportation Laboratory, Sacramento, California. Thermoplastic material shall conform to the requirements of Caltrans Specification No. PTH-02ALKYD.

Thin-mil thermoplastic material for traffic stripes shall be applied by spray method in single uniform layer at the minimum thickness of 30 mils and not to exceed 45 mils.

Thin-mil thermoplastic material shall be applied to the pavement at a temperature between 350° F. and 400° F., unless the manufacturer recommends a different temperature.

The Contractor shall adjust the thermoplastic application rate as necessary to achieve the thermoplastic application rate stated above prior to striping. Thermoplastic application rate tests (up to and including 5 thermoplastic application rate tests per day, including the thermoplastic application rate test at the start of each workday) may be conducted at random times and locations throughout each workday at the discretion of the Engineer.

Beads Materials:

1. Beads shall be colorless and free from milkiness.
2. No. 2 beads shall be used.
3. Beads shall be kept in a dry storage to prevent moisture absorption.
4. Beads shall be applied uniformly at the rate of five (5) pounds to seven (7) pounds of beads per gallon of paint.
5. Beads shall be uniformly heated to not less than eighty (80) degrees Fahrenheit when applied.

The cost of all paints, beads, other material and equipment required to complete the job must be included in the respective lump sum bid item, and **no** extra compensation will be paid to the contractor.

B-22.02 Testing – The paint application rate shall be determined by passing the striper over a metal plate while the paint application system is operating. The flow of glass beads shall be stopped while passing over the metal plate. The Engineer or representative shall measure thickness of the applied thermoplastic immediately after application of thermoplastic on the metal plate. Striping shall not continue if the proper thickness of thermoplastic is not being applied. Adjustments and corrective measures shall be applied to insure that the correct thickness of thermoplastic will be applied. Testing of the thermoplastic application rate, as described above, will be required following any adjustment to the thermoplastic application rate, thermoplastic applicator nozzles, or any other thermoplastic application equipment prior to commencement or re-commencement of striping. The initial testing and re-testing of thermoplastic application rates at any location shall be considered as a single thermoplastic application rate test.

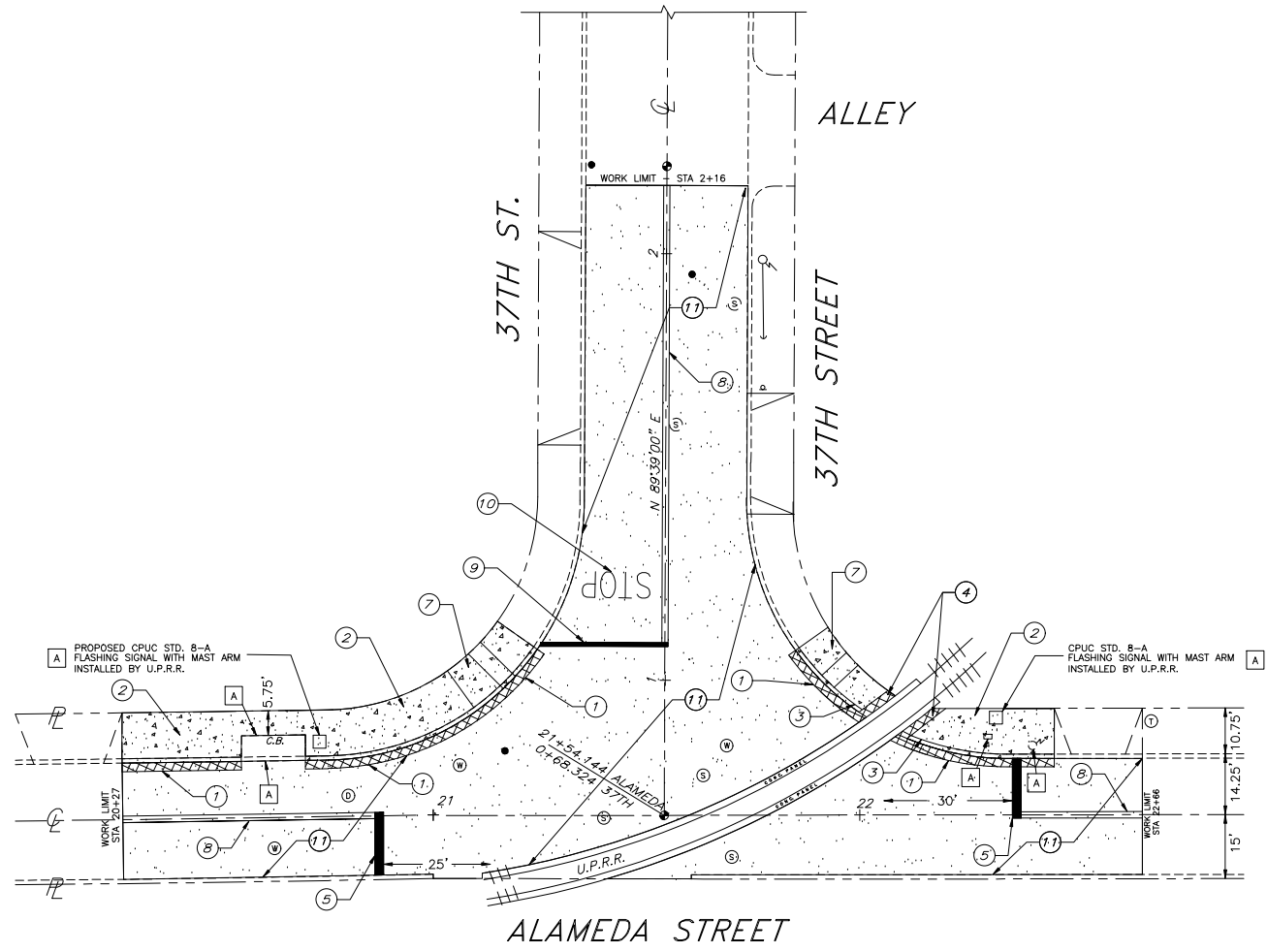
B-22.03 Temporary Striping - The Contractor shall install temporary traffic striping tabs on the same day(s) of the cold planning and overlay before the lanes are opened to traffic. The cost of all the temporary striping and incidentals to the various project sites must be included in the various bid items, and **no** extra compensation will be paid to the contractor. All temporary striping shall be removed prior to the final striping.

EXHIBIT C
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 D
CITY STANDARD PLANS
SPECIFIC FOR THIS PROJECT

CITY OF VERNON
PUBLIC WORKS DEPARTMENT
ALAMEDA STREET-UPRR GRADE CROSSING SAFETY IMPROVEMENT
LOCAL SECTION 130 PROGRAM
STATE CONTRACT No. 75LX230R
FEDERAL AID PROJECT ID No. STPLR-7500(207)
CITY PROJECT NO. 133001



PLAN
SCALE 1"=20'

DIGALERT
DIAL TOLL FREE
1-800-422-4133
AT LEAST TWO DAYS
BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
OF SOUTHERN CALIFORNIA
IMPORTANT NOTICE
Section 4216/4217 of the Government
Code requires a Dig Alert Identification
Number be issued before a
"Permit to Excavate" will be valid.



STREET CONSTRUCTION NOTES:

- 1 SAWCUT AND REMOVE 2' (FEET) WIDE X 8" (INCHES) THICK SECTION OF ASPHALT PAVEMENT, BASE, AND/OR SUBBASE BELOW PROPOSED FINISH SURFACE ELEVATION ALONG THE EXISTING CONCRETE GUTTER. RECONSTRUCT 2' (FEET) WIDE X 8" (INCHES) THICK NEW A.C. PAVEMENT C2-PG 70-10. 95% RELATIVE COMPACTION. SUBGRADE SHALL BE 90% COMPACTION.
- 2 CONSTRUCT 3.5" THICK CONCRETE SIDEWALK PER CITY OF VERNON STD. PLAN NO. PV582. FILL WITH CLEAN SOIL BELOW SIDEWALK WHERE NECESSARY.
- 3 CONSTRUCT VARIABLE HEIGHT (0" TO 8") CONCRETE CURB & 2 FOOT WIDE GUTTER PER CITY OF VERNON STD. NO. PV582. CONSULT WITH CITY ENGINEER PRIOR TO FORMING.
- 4 REMOVE 4" (INCHES) THICK SECTION OF ASPHALT PAVEMENT AND RECONSTRUCT VARIABLE THICKNESS NEW A.C. PAVEMENT C2-PG 70-10. 95% RELATIVE COMPACTION.
- 5 PAINT 24" WHITE STOP BAR.
- 6 CONSTRUCT TRUNCATED DOMES 10'X3' ON CONCRETE WALKWAY PER CALTRANS STD. PLAN RSP A88A.
- 7 CONSTRUCT 8" THICK ADA RAMP WITH GLUE DOWN TRUNCATED DOMES PER CALTRANS STD. PLAN RSP A88A.
- 8 PAINT 6" SOLID DOUBLE YELLOW CENTERLINE PER CALTRANS STD. PLAN NO. A20A, DETAIL 22.
- 9 PAINT 12" WHITE STOP LINE PER CALTRANS STD. PLAN NO. A24E.
- 10 PAINT 'STOP' TEXT 8 FEET BEHIND STOP LINE PER CALTRANS STD. PLAN A24D.
- 11 INSTALL ASPHALT PAVEMENT SLURRY SEAL PER CONTRACT SPECIFICATIONS.

GENERAL CONSTRUCTION NOTES:

1. STATIONING IS ALONG CENTERLINE OF STREET.
2. ELEVATIONS ARE IN FEET ABOVE CITY OF VERNON DATUM PLANE B.M.M. NO.2-A, ELEV. 202.374.
3. WORK TO BE DONE IS SHOWN IN HEAVY SOLID LINES.
4. THE CONTRACTOR SHALL COMPLY WITH THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION - SOUTHERN CALIFORNIA CHAPTERS OF THE AMERICAN PUBLIC WORKS ASSOCIATION AND ASSOCIATED GENERAL CONTRACTORS OF AMERICA.
5. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE DIG ALERT 1-800-422-4133 2 DAYS PRIOR TO ANY DIGGING.
6. THE CONTRACTOR SHALL COORDINATE ALL ACTIVITIES WITH UTILITY OWNERS AND RAILROAD COMPANIES, AND NOTIFY THEM AT LEAST 48 HOURS PRIOR TO THE BEGINNING OF WORK.
7. THE CONTRACTOR SHALL PROVIDE CONSTRUCTION SURVEYING AND STAKING SERVICES.
8. ALL CONCRETE REMOVAL SHALL BE SAWCUT AT JOINS. NO CONCRETE WILD POUR WILL BE ALLOWED.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING AND MAINTAINING ALL TRAFFIC CONTROLS AND SIGNS DURING THE ENTIRE PROJECT.
10. ALL A.C. MATERIAL SHALL BE C2-PG 70-10. SAWCUT A.C. AT ALL CONSTRUCTION JOIN LINES.

DISPOSITION NOTES:

[A] PROTECT EXISTING FACILITIES IN PLACE.

VERNON STANDARDS

PV582 - STANDARD SIDEWALK, CURB & GUTTER

STANDARD SYMBOLS:

- ⊙ = SEWER MANHOLE
- ⊙ = STORM DRAIN MANHOLE
- ⊙ = WATER MANHOLE
- ⊙ = TELEPHONE MANHOLE
- ⊙ = ELECTRIC MANHOLE
- ⊙ = WATER OR GAS VALVE
- ⊙ = POWER POLE
- ⊙ = BENCH MARK
- ⊙ = FIRE HYDRANT
- ⊙ = TRAFFIC SIGNAL
- ⊙ = GRATE

DESIGNED: BELTRAN	APPROVED:	CITY OF VERNON ENGINEERING DEPARTMENT	CITY PROJECT NO. 133001	CONCRETE
DRAWN: BELTRAN	CIVIL ENGINEER	ALAMEDA STREET-U.P.R.R. RAIL GRADE CROSSING SAFETY IMPROVEMENT AT 37TH STREET		SHEET 1 OF 1
CHECKED: WALL	NO. 56356			P-2727
REVIEWED: WALL	DATE:			

EXHIBIT E
REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS
SPECIFIC FOR THIS PROJECT

Exhibit E
Fed Xing ID: 747585T
CPUC ID: 001BG-485.96-C
FHWA 1273

FHWA-1273 — Revised May 1, 2012

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (Included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. **Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project.

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

I. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT F

BUY AMERICA CERTIFICATION

SPECIFIC FOR THIS PROJECT

BUY AMERICA CERTIFICATION

CERTIFICATE OF COMPLIANCE WITH FEDERAL HIGHWAY ADMINISTRATION (FHWA) BUY AMERICA REQUIREMENTS

The FHWA's Buy America policies (23 CFR 635.410) require a domestic manufacturing process for all steel or iron products that are "used" or "permanently incorporated" in a federal-aid highway construction project. If an item is specified in the contract documents and it is permanent or could be considered or impractical to remove upon completion, then Buy America provisions apply.

Other steel or iron items specified in the contract documents that are not required to be permanently incorporated, and/or are considered to be temporary are not subject to the requirements of this provision.

The undersigned Contractor/Agency understands and certifies the following:

- All documents relating to this project are subject to review by FHWA and/or California Department of Transportation (Caltrans) in order to verify this certification.
- The contractor/agency is in compliance with and will continue to comply with the Buy America requirements of 23 CFR 635.410, as are applicable to this project.
- The contractor/agency will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- This certification is a material representation of fact upon which the contractor/agency relied when entering into this agreement.

CONTRACT NUMBER: _____

CONTRACTOR/AGENCY: _____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE:

(PLEASE PRINT)

SIGNATURE: _____

DATE: _____

NOTICE INVITING BIDS
for
City Contract No. CS-1267
Alameda Street Repairs at Union Pacific Railroad Crossing
in the
City of Vernon, California

Bids are to be signed and submitted in TRIPLICATE. ONE ORIGINAL AND TWO COPIES of sealed bids must be received prior to **2:00 p.m., on February 16, 2021** the City Clerk, City of Vernon, 4305 Santa Fe Avenue, Vernon, CA 90058, (“Bid Deadline”).

All bids shall be enclosed in sealed envelopes, distinctly marked “Bid” with the title of the bid and the bidder’s name address appearing on the outside.

Bids should be mailed or delivered in person before 2:00 p.m. on the Bid Deadline. LATE SUBMITTALS WILL NOT BE ACCEPTED. Bids must be received in the City Clerk’s Office before that time. At the bid opening, the City Clerk shall open bid packages and acknowledge the receipt of Bids. Once all bid packages are opened and announced, the Bid Forms will be made available for public review.

Copies of the Bid Documents, Plans and Specifications are available at no charge at:
www.cityofvernon.org/planetbids.

It is the responsibility of all prospective bidders to register on the City’s planet bids website to ensure receipt of any addendum(s) prior to bid submittals. Additionally, information on any addendum(s) issued for any bid specifications for any project will be available on the City’s planet bids website at: www.cityofvernon.org/planetbids

The City reserves the right to reject, as nonresponsive, any bid that fails to include the information required by any addendum(s) posted on the City’s planet bids website.

Pre-Bid Meeting:

A pre-bid meeting to answer any questions regarding the project plans and specifications is scheduled for February 10, 2021 at 10:00 AM at the intersection of Alameda Street and 37th Street in the City of Vernon, California. This meeting is to answer any questions regarding the project plans and specifications.

Attendees must adhere to the State and local guidelines regarding COVID-19, including applicable industry guidelines for construction sites. Attendance is not mandatory. City of Vernon Contact Person: Department of Public Works

Attention: Margarita Beltran

Phone: (323) 583-8811 x377

Email: mbeltran@ci.vernon.ca.us

Mandatory Qualifications for Bidder and Designated Subcontractors:

A Bid may be rejected as non-responsive if the Bidder fails to meet the essential requirements for qualification.

General Scope of Work:

Contractor shall furnish labor, materials, equipment, services, and specialized skills to perform work involved in the Project. The Work in the Bid is defined in the Project Drawings and Specifications and will generally include the following:

Contractor shall furnish labor, materials, equipment, services, and specialized skills to perform work involved in the Project. The Work in the Bid is defined in the Project Drawings and Specifications and will generally include: construction of new American with Disabilities “ADA” ramps, new curb and gutter, new sidewalk, and installation of new truncated domes on the walkway on each side of the railroad tracks. Additionally, the scope of work also includes the application of a quick-set type mix of Rubberized Emulsion-Aggregate Slurry (REAS) Seal, Type II surface treatment, the removal of existing street striping and installation of new street striping and traffic markings on the same area where slurry seal is applied.

The work shall be done in accordance with City Contract No. CS-1267. In the event of any conflicts, refer to the Procedure of Contract Documents” contained in General Conditions, Section 1.10.

Mandatory Qualifications for Bidder and Designated Subcontractors:

A Bid may be rejected as non-responsive if the Bid fails to document that Bidder meets the essential requirements for qualification. As part of the Bidder’s Statement of Qualifications, each Bid must establish that:

Bidder satisfactorily completed at least three (3) prevailing wage public contracts in California; each comparable in scope and scale to this Project, within three (3) years prior to the Bid Deadline and with a dollar value in excess of the Bid submitted for this Project. In addition, if the Bidder intends to self-perform the **street striping and traffic markings** work, Bidder shall satisfy the mandatory qualifications described in the Specialty Contractor Statement of Qualifications applicable to such Work and submit the completed forms with the Bid.

Subcontractors listed for the **street striping and traffic markings** work must satisfy the mandatory qualifications described in the Specialty Contractors’ Statements of Qualifications applicable to the Work to be performed by each Subcontractor and Bidder must submit the completed forms with the Bid.

Other Bidding Information:

1. Contract Time: This Work must be completed within **30** calendar days from the date of commencement as established by the City’s written Notice to Proceed.
2. Amount of Liquidated Damages: **\$1,500** per calendar day.
3. Required Construction Staging: Not a part of this project.
4. Intermediate Completion Milestones: Not a part of this project.

5. Bidding Documents. Bids must be made on the Proposal Form contained herein.
6. Engineer's Estimate. An Engineer's Estimate of the cost of construction of this Work has been prepared. Said estimate is in the range of \$60,000 to \$65,000.
7. Acceptance or Rejection of Bids. The City reserves the right to reject any and all bids, to award all or any individual part/item of the bid, and to waive any informalities, irregularities or technical defects in such bids and determine the lowest responsible bidder, whichever may be in the best interests of the City. No late bids will be accepted, nor will any oral, facsimile or electronic bids be accepted by the City.
8. Contractor's License. At the time of the Bid Deadline and at all times during performance of the Work, including full completion of all corrective work during the Correction Period, Contractor must possess a California contractor's license or licenses, current and active, of the classification required for the Work, in accordance with the provisions of Chapter 9, Division 3, Section 7000 et seq. of the Business and Professions Code. In compliance with Public Contract Code Section 3300, the City has determined that the Bidder must possess the following license(s): **Class A, General Engineering Contractor License from the California State License Board.** In addition, if Bidder intends to self-perform **street striping and traffic markings** work, Bidder must possess the following licenses: **C-32 Parking and Highway Improvement** as applicable to such self-performed Work. The Bidder will not receive a Contract award if at the time of submitting the bid, the Bidder is unlicensed, does not have all of the required licenses, or one or more of the licenses are not current and active. If the City discovers at the time of the Bid Deadline that Contractor is unlicensed, does not have all of the required licenses, or one or more of the licenses are not current and active, the City may reject the Bid, cancel the award, declare the Bid Bond as forfeited, keep the Bid Bond's proceeds, and exercise any one or more of the remedies in the Contract Documents in addition to those provided by law.
9. Subcontractors' Licenses and Listing. Bidders must list each Subcontractor whom the Bidder must disclose under Public Contract Code Section 4104 (Subcontractor Listing Law), and the Bidder must provide all of the Subcontractor information that Section 4104 requires (name, address, license number, and portion of the Work). An inadvertent error in the license number will not be considered nonresponsive if it is corrected within 24 hours after the bid opening. In addition, the City requires the Bidder to list the dollar value of each Subcontractor's labor or services. The City reserves the right to review and disqualify any proposed Subcontractor. The City's disqualification of a Subcontractor does not disqualify a Bidder. In such case, prior to and as a condition to award of the Contract, the successful Bidder shall substitute a properly licensed and qualified Subcontractor—without an adjustment of the Bid Amount. At the time of the Bid Deadline and at all times during performance of the Work, each listed Subcontractor's license must be current and active for the portion of the Work listed and shall hold all specialty certifications required for such Work.
10. Permits, Inspections, Plan Checks, Governmental Approvals, Utility Fees and Similar Authorizations. The City has applied and paid for the required Governmental Approvals and Utility Fees.
11. Bid Forms and Security: Each Bid must be made on the Bid Forms obtainable at the Public Works Department. Each Bid shall be accompanied by a cashier's check or certified check drawn on a solvent bank, payable to "City of Vernon," for an amount equal to ten percent

(10%) of the total maximum amount of the Bid. Alternatively, a satisfactory corporate surety Bid Bond for an amount equal to ten percent (10%) of the total maximum amount of the Bid may accompany the Bid. Said security shall serve as a guarantee that the successful Bidder will, within fifteen (15) calendar days after the date of the award of the contract, enter into a valid contract with the City for said Work in accordance with the Contract Documents.

12. Bid Irrevocability. Bids shall remain open and valid for ninety (90) calendar days after the Bid Deadline.

13. Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of securities for withheld funds is permitted in accordance therewith.

14. Prevailing Wages. This Project is a “public work” as defined in California Labor Code Section 1720. Contractor awarded this Contract and all Subcontractors of any tier shall not pay less than the minimum prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Work. The Director of Industrial Relations of the State of California, pursuant to the California Labor Code, and the rates determined by the California Director of Industrial Relations are available online at www.dir.ca.gov/DLSR/PWD/.

15. Payroll Records. Pursuant to SB 854, Contractor and any Subcontractors shall furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

16. Registration with the Department of Industrial Relations (DIR). No contractor or subcontractor may be listed on a bid proposal for a public works project unless currently registered and qualified (including payment of any required fee) with the DIR pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless currently registered and qualified (including payment of any required fee) with the DIR pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the DIR.

Carlos Fandino
City Administrator

Dated: 1/14/21 (Approved as to form by City Attorney)

Published: 2/4/21

City of Vernon
Instructions for Bidders
Project: Alameda Street Repairs at Union Pacific Railroad Crossing
for the Department of Public Works

City personnel with whom prospective bidders will deal with are:

Margarita Beltran, Public Works Department, 4305 Santa Fe Avenue, Vernon, CA 90058 (323) 583-8811 Ext. 377.

Bid opening date and time: **(February 16th at 2:00 p.m.)** (“Bid Deadline”)

Bids will be received and opened at the Office of the City Clerk, 4305 Santa Fe Avenue, Vernon, CA 90058

The bid must be received by the City Clerk prior to the time set for bid opening. A bid received by the City Clerk after the time set for the bid opening is a non-responsive bid and shall not be considered.

GENERAL BID REQUIREMENTS

To be considered, a bidder must strictly follow the format for bids in the specifications. Bids must be binding and firm. Any bids may be withdrawn before bid opening, but bids shall remain open and valid for ninety (90) calendar days after the Bid Deadline.

1. CONTRACTORS LICENSE

The Bidder must possess a valid State of California Contractors License and must list type in the classification(s) specified in the Notice Inviting Bids at the time of the Bid Deadline and at all times during the performance of the Work, except as otherwise provided in California Business and Professions Code Section 7028.15.

2. INTERPRETATION OF BIDDING DOCUMENTS, SPECIFICATIONS AND ADDENDA

- A. If any Bidder contemplating submitting a Bid is in doubt as to the true meaning of any part of the Bidding Documents, or who finds discrepancies, errors or omissions therein or who finds variances in any of the Bidding Documents with applicable law, such Bidder shall at once submit a written request for an interpretation or correction thereof to the City’s representative identified in the Notice Inviting Bids, or other designated individual. All Bidders shall submit such written requests to City not less than ten (10) calendar days prior to the Bid Deadline. The person or entity submitting the request shall be responsible for its prompt delivery to City’s Contact Person identified in the Notice Inviting Bids.

Any interpretation or correction will be made only by Addendum issued by the City and a copy of such Addendum will be delivered to all Interested Bidders of record. Any Addenda so issued must be acknowledged in the Bid and the cost of performing Work described in the Addenda shall be included in the Bid. Bidder's failure to acknowledge receipt of all Addenda may result in rejection of the Bid as nonresponsive. No person is authorized to render an oral interpretation or correction of any Bidding Documents and no Bidder may rely on any such oral interpretation or correction issued by the City. The City shall not be responsible for any other explanation or interpretation of the Drawings or Specifications, or for any oral instructions. City reserves the right to extend the Bid Deadline by issuing an Addendum to Interested Bidders no later than 72 hours prior to the Bid Deadline. Bidders shall use complete sets of Bidding Documents in preparing Bids; City shall not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

- B. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose. Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued and the Bidder shall acknowledge their receipt in the Bid.

3. **OBTAINING DRAWINGS AND DOCUMENTS**

Bidder may secure Bidding Documents only from the location specified in the Notice Inviting Bids. City will maintain a list of persons who obtained a copy of these Specifications ("Interested Bidders"). Only Interested Bidders will receive Addenda, if so issued.

4. **BID FORMS – SUBMITTAL**

- A. The Bids shall be made on the forms provided herein with all blank spaces properly filled in.
- B. The phraseology shall not be changed, and no additions shall be made to the items mentioned herein. Unauthorized conditions, exemptions, limitations, or provisions attached to a Bid will render it informal and may cause its rejection. All forms requiring specific information shall be completed with all applicable information for a Bid to be considered responsive.
- C. Include all Bid Forms, properly executed, and intact on forms provided. Enclose the Bid Forms in a sealed envelope; type or print on the envelope "BIDS for" followed by the title and Specification Number and the date and time of the Bid Deadline, and the Bidder's name and address. The envelope may be mailed, hand delivered, or delivered by courier or package delivery service.
- D. **One Original** Bid and **two copies** shall be hand delivered, delivered by courier or package delivery service to the City Clerk, City of Vernon, 4305 Santa Fe Avenue, Vernon, CA 90058.

- E. Bids received after the Bid Deadline or at any place other than the Office of the City Clerk will not be considered.

5. **BID FORMS – AUTHORIZED SIGNATURES**

- A. The full name, business address, zip code, and business telephone number, with area code of the individual, partnership, joint venture, or corporation submitting the Bid shall be typewritten or legibly printed on the Bid Forms. The Bidder shall sign the form with his/her usual wet ink signature.
- B. **Sole Proprietorship:** An individual shall sign.
- C. **Partnership (General or Limited):** A partner shall sign for a partnership; the partner shall give the names and addresses of all partners.
- D. **Corporation:** An officer shall sign for a corporation. The corporate name must be attested by the corporate seal. The names and titles of the president and all officers of the corporation who are authorized to sign the Bid Forms must be listed in an authenticated Incumbency Certificate signed by the corporate secretary. A signature other than a corporate officer's will be accepted only if an authenticated Incumbency Certificate is attached.
- E. **Joint Venture:** Bidders shall use the appropriate section(s) listed above in B-D, based on their applicable situation.

6. **BID FORMS – SCHEDULE OF BID PRICES**

- A. The Bidder shall include in his/her Bid price(s) any and all expense or costs that may be necessary to complete the project in accordance with the requirements of the Contract. The cost of all mobilization, preparatory work and operations for the multiple movements of personnel, equipment, supplies, and incidentals to the various project sites must be included in the various bid items, and no extra compensation will be paid to Contractor.
- B. The Bidder shall state for each item on the Schedule of Bid Prices form, in clearly legible figures, the Base Bid, the alternates, and the unit price and item total or lump sum, as the case may be, for which he/she proposes to supply labor, materials, and equipment and to perform the Work. Bids must not contain any erasures, interlineations, strike-throughs or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure or correction the initials of the person(s) signing the Bid. If any Bid, or portion thereof, is determined by the City to be illegible, ambiguous or inconsistent, City may reject such a Bid as being non-responsive.
- C. In the case of a unit price item, the amount set forth, as the item total shall be the product of the estimated quantity times the unit price Bid. In the event of a discrepancy between the unit price Bid and the item total, the unit price shall prevail; however, if the unit price is ambiguous, unintelligible, or uncertain for

any cause, or is omitted, or is the same amount as the entry for the item total, then the item total shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

- D. All requested Alternates, if any, shall be Bid. See the Schedule of Bid Prices for more information and the list of Bid Alternates, if any. If no change in the Base Bid is required, enter "No Change."

7. BID SECURITY

- A. Each Bid shall be accompanied by cash or a cashier's check or a certified check, drawn on a responsible bank doing business in the United States payable to the City, or a satisfactory Bid Bond in favor of the City executed by the Bidder as a principal and a California admitted surety company (as defined by California Code of Civil Procedure §§995.120 and 995.311) as surety ("Bid Security").
- B. All bonds must be issued by a California admitted surety insurer with the minimum A.M Best Company Financial strength rating of "A:VII" or better. Bonds issued by a California admitted surety not listed on Treasury Circular 570 will be deemed accepted unless specifically rejected by the City. Bonds issued from admitted surety insurers not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660. All such bonds must be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. If the bonds are executed outside the State of California, all copies of the bonds must be countersigned by a California representative of the surety. The signature of the person executing the bond on behalf of Surety must be acknowledged by a Notary Public as the signature of the person designated in the power of attorney.
- C. Bid Security shall be in an amount not less than 10% of the Base Bid. Any Bid submitted without Bid Security will be rejected as non-responsive. The Bid Security shall be given as a guarantee that the successful Bidder will execute the Contract and will provide the insurance, bonds and other required forms within fourteen (14) calendar days after award of the Contract. Bidders will be entitled to return of Bid Security except when a successful Bidder forfeits its Bid Security. A forfeit may occur, for example, if the successful Bidder withdraws its Bid prior to the expiration of ninety (90) calendar days after award of the Contract; attempts to withdraw its Bid when the requirements of Public Contract Code § 5101 *et seq.* are not met; or refuses or fails to execute the Contract and provide the required bonds, insurance or certificates within fourteen (14) calendar days after award of the Contract. In any one or more of these events, if City awards the Contract for the Work to the next lowest responsible Bidder, the amount of the original lowest Bidder's security shall be applied to the Contract Price differential between the lowest Bid and the second lowest Bid. Any surplus will be returned to the original lowest Bidder. If the City rejects all other Bids presented and re-advertises, the

lowest Bidder's Bid Security may be used to offset the City's cost of re-advertising and receiving new Bids. In that case, the surplus if any, will be returned to the original lowest Bidder.

- D. The Bid Security shall be held for ninety (90) calendar days after the award of the Contract or until posting by the successful Bidder of the payment and performance bonds, proof of insurance, return of executed copies of the Contract and necessary certification(s), whichever first occurs, after which time the Bid Security will be returned to all Bidders.
- E. If a Bid Bond is to be submitted, Bidder shall use the form entitled "Bid Bond" contained in the Bidding Documents, which Bid Bond shall be properly executed and acknowledged by the Bidder and by a corporate surety authorized to transact such business in the State of California.
- F. Any alteration of said form of Bid Bond, or imperfection in the execution thereof, as herein required, will render it informal and may, at the option of the City, result in the rejection of the Bid under which the Bid Bond is submitted.

8. **BIDDER'S AND SPECIALTY CONTRACTORS' STATEMENTS OF QUALIFICATIONS**

- A. Each Bidder shall be required to complete, execute and submit with its Bid, the form entitled "Bidder's Statement of Qualifications." In addition, if the Bidder intends to perform **street striping and traffic markings** work, Bidder shall satisfy the mandatory qualifications described in the Specialty Contractors' Statements of Qualifications applicable to such Work and submit the completed forms with the Bid. Subcontractors listed for the **street striping and traffic markings** work must satisfy the mandatory qualifications described in the Specialty Contractor or Subcontractor Statement of Qualifications applicable to the Work to be performed by each Subcontractor and Bidder must submit the completed forms with the Bid. Notwithstanding the provisions of Paragraph 22 herein, the Bidder's Statement of Qualifications and the Specialty Contractor or Subcontractor Statement of Qualifications shall not be public records. All information required by a Bidder's or Specialty Contractor Statement of Qualifications shall be completely and fully provided. If no information is to be filled in a blank space, then write "none." Any Bid not accompanied by a Bidder's Statement of Qualifications and Specialty Contractor or Subcontractor Statement of Qualifications form completed with all information required may render the Bid non-responsive. If the City determines that any information provided by a Bidder in the Bidder's or Specialty Contractors' Statement of Qualifications is false or misleading, or is incomplete so as to be false or misleading, the City may reject the Bid submitted by such Bidder as being non-responsive.
- B. A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform fully the requirements of the contract documents. In selecting the lowest

responsible Bidder, consideration will be given not only to the Bidder's financial standing but also to the general competency of the Bidder for the performance of the work covered by the Bid including, but not limited to, the experience of the Bidder in construction of public buildings for public agencies. By submitting a Bid, each Bidder agrees that the City, in determining the successful Bidder and its eligibility for the award, may consider the Bidder's experience with similar types of construction projects and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the Bidder's performance of the work.

9. DESIGNATION OF SUBCONTRACTORS

- A. Subcontractor Listing. On the Designation of Subcontractors form, the Bidder shall list each Subcontractor whom the Bidder must disclose under the Subletting and Subcontracting Fair Practice Act, Public Contract Code Section 4104. The Bidder shall provide: each Subcontractor's name, the trade and type of work that the Subcontractor will perform, the location (address) of the Subcontractor's place of business, each Subcontractor's license number, and the dollar value of each Subcontractor's labor or services. If additive Alternate Bid Items are included in the Bidding Documents, the Bidder shall identify each Subcontractor performing additive Alternate Bid Items, when such Work — or the combination of base Contract Work and Alternate Work — exceeds one-half of one percent of the total Bid Amount.
- B. Subcontractors' Licenses. At the time of the Bid Deadline and at all times during performance of the Work, each listed Subcontractor shall possess a current and active California Contractor's license appropriate for the portion of the Work listed for such Subcontractor, and hold all specialty certifications required for such Work.
- C. Disqualification of a Subcontractor. The City has the right to review the suitability and qualifications of any Subcontractor proposed by the Bidder. As part of this review, the City may request a Bidder to submit additional information about one or more of the listed Subcontractors—including, but not limited to—a statement detailing the Subcontractor's experience with pertinent information as to similar projects and other evidence of the Subcontractor's qualifications. If requested, the Bidder shall provide the information to the City within the time specified in the City's written request. After due investigation, if the City has a reasonable objection to any proposed Subcontractor, the City may, before giving the notice of award, require the apparent successful Bidder to submit an acceptable substitute. The City's disqualification of a Subcontractor does not disqualify a Bidder. However, prior to and as a condition to award of the Contract, the successful Bidder shall substitute a properly licensed and qualified Subcontractor without an adjustment of the Bid Price.
- D. Work of Subcontractors. The organization or arrangement of the Specifications and Drawings do not limit the extent of the Work for the Contract Documents. Accordingly, all Bidders are encouraged to disseminate all of the Specifications,

Drawings and other Contract Documents to all persons or entities submitting sub-bids to the Bidder. The omission of any portion or item of Work from the Bid or from sub-bids, which is reasonably inferable from the Contract Documents, will not be a basis for adjustment of the Contract Price or the Contract Time.

- E. Ineligible Subcontractors. The successful Bidder is prohibited from performing Work on the Project with any Subcontractor who is ineligible to perform work on a public works project pursuant to California Labor Code Sections 1777.1 or 1777.7. In submitting its Bid, the Bidder certifies that it has investigated the eligibility of each and every listed Subcontractor and has determined that none is ineligible to perform work pursuant to the above code provisions.

10. **CONTRACTOR'S NONCOLLUSION AFFIDAVIT**

A Noncollusion Affidavit in the form provided by the City shall be signed under penalty of perjury, certifying that the Bid is not the result of and has not been influenced by collusion. Bidder shall submit this form with its Bid. Any Bid made without such affidavit, or believed to be made in violation of the requirements set forth in the affidavit form, may be rejected.

11. **INSURANCE REQUIREMENTS**

The Bidder shall submit to its insurance company or insurance agent the Insurance Requirements in this Specification and the Contract Documents. The insurance company's underwriter or agent must complete the Insurance Requirements documentation which states that the insurer's underwriter or agent will furnish the City with the required insurance documents within fourteen (14) days after the Bidder's having been notified of the Contract's award. The Bidder shall submit this form with its Bid. Any Bid made without this statement, or made with an incomplete statement, may be rejected.

12. **EXAMINATION OF DRAWINGS, SPECIFICATIONS, AND SITE OF WORK**

- A. The Bidder shall examine carefully the site of the Work contemplated and the Drawings and Specifications. The submission of a Bid will be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of Work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Drawings, Specifications, and other Contract Documents. The Bidder shall ascertain the locations of the existing utility services, and other underground facilities, and provide for carrying out its operations so as to cause the minimum possible inconvenience to the occupants of properties along any streets affected. All Work and costs involved in the safeguarding of the properties of others shall be at the expense of the Bidder to whom the Contract may be awarded.
- B. The Bidder hereby certifies that it has examined the local conditions, has read each and every clause of the Contract Documents, and that it has included all costs necessary to complete the specified Work in its Bid prices, and the Bidder agrees that if it is awarded the Contract, it will make no claim against the City based upon

ignorance of local conditions or misunderstanding of any of the provisions of the Contract. Should the conditions turn out otherwise than the Bidder anticipated, the Bidder agrees to assume all risks incident thereto.

13. **PRICES AND PAYMENTS**

Approximate quantities listed in the Schedule of Bid Prices are estimates given for comparing Bids, and no claim shall be made against the City for excess or deficiency therein, actual or relative. Payment at the prices agreed upon will be in full for the completed Work and will cover materials, supplies, labor, tools, equipment, and all other expenditures incident to a satisfactory compliance with the Contract, subject to all applicable provisions in the Contract and General Conditions.

14. **PERMIT FEES**

Bidder shall exclude the cost of Permit Fees from Bidder's Base Bid sum.

15. **SUBSTITUTIONS**

No requests for substitution of any material, device, product, equipment, fixture, form, or type of construction shall be considered by City prior to award of the Contract. Bidders shall submit all requests for substitution and substantiating data, within **fifteen (15) calendar days** from the date of the Notice to Proceed. Bidder shall refer to the appropriate provisions of the General Conditions for additional information regarding substitutions. Authorization of a substitution is solely within the discretion of the City.

16. **RETURN OF IMPROPER BIDS**

Bids submitted after the Bid Deadline are non-responsive and shall be returned to the Bidder unopened. Oral, telephonic, telegraphic, facsimile or electronically transmitted

Bids shall not be considered unless the Notice Inviting Bids expressly permits such means of transmittal.

17. **WITHDRAWAL OF BIDS**

Bidder may withdraw its Bid either personally or by written request any time prior to the scheduled Bid Deadline by notice to the City's Contact Person designated in the Notice Inviting Bids. If such notice is written, it shall be signed by the Bidder and shall be date-stamped and time-stamped by the City upon receipt. Withdrawn Bids may be resubmitted before the Bid Deadline provided that they are in full conformance with these Instructions to Bidders. Once submitted, all Bids are irrevocable, except as otherwise provided by law. Requests for withdrawal of Bids after the Bid Deadline shall be made only in accordance with California Public Contract Code § 5100, *et seq.* Bidder agrees by submitting a Bid that such Bid shall remain open, is irrevocable, and may not be modified, withdrawn, or cancelled for a period of ninety (90) days after award of the Contract.

18. **OPENING AND EVALUATION OF BIDS**

A. **Bid Opening and Tabulation.** The Bids shall be opened and read in public after the Bid Deadline has expired at the time and location listed in the Notice Inviting Bids. A tabulation of all Bids received will be available for public inspection at the Office of the Department of Public Works, 4305 Santa Fe Avenue, Vernon, CA 90058 during regular business hours for a period of not less than thirty (30) calendar days following the Bid Deadline. The City reserves the right to accept or reject any or all Bids and be the sole judge regarding the suitability of the products, services or supplies offered; and/or to waive any irregularities or informalities in any Bids or in the bidding process. The City further reserves the right to purchase all or fewer than all items or quantities of each item listed in the Bidding Documents. The award of the Contract, if made by the City, shall be to the lowest responsive and responsible Bidder. If Bid Alternate Items are called for, the lowest Bid shall be determined according to Paragraph 20 below.

B. **Evaluation of Bids.**

1. **Mandatory Qualifications.** A Bid shall be rejected as non-responsive if the Bidder fails to document in the Bid that Bidder meets the essential requirements for qualification described in the Notice Inviting Bids. As part of the Bidder's Statement of Qualifications each Bidder must establish that it, as the current entity: (1) has successfully completed at least **three (3)** similar projects involving similar work within the last **three (3)** years with a cost equal to or in excess of the Bidder's Bid; and (2) has successfully completed at least **three (3)** public works projects. The City's disqualification of a Subcontractor listed for the **street striping and traffic markings** work does not disqualify a Bidder. However, prior to and as a condition to award of the Contract, the successful Bidder shall substitute a properly licensed and qualified Subcontractor — without an adjustment of the Bid Price.
2. **Responsive Bid.** A responsive Bid is a Bid which conforms, in all material respects, to the Bidding Requirements and Contract Documents.
3. **Responsible Bidder.** A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform fully the requirements of the Contract Documents.
4. **Competency of Bidders.** In selecting the lowest responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the Work covered by the Bid including, but not limited to, the experience of the Bidder in construction of public works for public agencies. By submitting a Bid, each Bidder agrees that the City, in determining the successful Bidder and its eligibility for the award, may consider the Bidder's experience with similar

types of construction projects and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, safety record and protocols and other factors which could affect the Bidder's performance of the Work.

19. AWARD OF CONTRACT

The City reserves the right to reject any or all Bids and to waive any or all information or technical defects, as the interest of the City may require. Award of Contract or rejection of Bids will be made by the City within ninety (90) calendar days following the Bid Opening.

20. BASIS OF AWARD

- A. A Contract will be awarded to the lowest responsive and responsible Bidder meeting all requirements set forth in these Bidding Documents.

The City will award the Contract based on the lowest total of the bid prices on the base bid and those additive or deductive items that when taken in order from a specifically identified list of those items in the Bid Form and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the City before the first bid is opened.

- B. City reserves the right in its sole discretion to select any, all, or none of the Bid Alternates at the time of award of the Contract, regardless of whether such Bid Alternates were used in the analysis to determine the lowest Bid.

21. EXECUTION OF CONTRACT

Within fourteen (14) calendar days after being notified by City that it has been awarded the Contract, Contractor shall deliver to the City the following documents:

- A. Two (2) copies of the Contract in the form included herein, properly executed by Contractor and, if Contractor is a corporation, evidence of its corporate existence and that the persons signing the Contract are authorized to do so. All signatures must be notarized.
- B. Properly executed copies of the (a) Performance Bond (b) Labor and Material (Payment) Bond and (c) Maintenance Bond in accordance with the requirements set forth in Article 13 of the General Conditions and in the form shown on Exhibits 1, 2 and 3 attached thereto. All signatures must be notarized.
- C. Properly executed policies of all of the following: (a) the Commercial General Liability Insurance, (b) the Automotive Liability Insurance, and (c) Professional Liability, if required, and (e) the corresponding endorsements for each policy in accordance with the requirements set forth in Article 12 of the General Conditions.

In the event that the fourteenth calendar day falls on Saturday, Sunday, a legal holiday for

the State of California, or on days when City Hall is closed, the aforesaid documents shall be delivered by the following working day.

After receipt of said documents within said time period or any extension thereof granted by the City, the City shall execute the Contract and return one (1) of said two (2) copies to Contractor for its files.

22. PUBLIC RECORDS

City seeks to conduct its business openly. Except as set forth in paragraph 8.A., upon opening, all Bids shall become a matter of public record and shall be regarded as public, with the exception of those elements of each Bid that are identified by the Bidder and plainly marked as “trade secret,” “confidential,” or “proprietary,” including any Statement of Qualifications and financial statements to be submitted by Bidders. Each element of a Bid which a Bidder desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e. regarding entire pages, documents, or other, non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If City receives a request from a third party to make a Bid available for inspection and copying, the City will notify the Bidder of the request. If a Bidder instructs the City that the information is not to be released, City will withhold the information, provided, the Bidder expeditiously seeks a protective order from a court of competent jurisdiction to prevent such release. If disclosure is required under the California Public Records Act or otherwise by law (despite the Bidder’s request for confidentiality), the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

Bidder shall indemnify, defend (including Bidder’s providing and paying for legal counsel for City), and hold harmless City, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, costs, or expenses arising out of or alleging City’s refusal to publicly disclose one or more records that Bidder identifies as protectable, or asserts is protectable.

23. PREVAILING WAGE RATES AND EMPLOYMENT OF APPRENTICES

A. Prevailing Wage Rates. The Bidder and all Subcontractors shall utilize the relevant prevailing wage rate determinations in effect on the first advertisement date of the Notice Calling for Bids in preparing the Bid Proposal and all component price quotations, provided, however, that when Davis Bacon wage rates apply, such rates are subject to increase by written notice, issued by Addendum not less than 10 calendar days before the Bid Deadline. Pursuant to California Labor Code Section 1770 *et seq.*, the Director of the Department of Industrial Relations of the State of California and the United States Secretary of Labor have determined the general prevailing wage rates in the locality in which the Work is to be performed. Said rate schedules are available on the Internet at www.dir.ca.gov/DLSR/PWD/. The wage rate for any classification not listed, but which may be required to execute the Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. To

comply with California Labor Code Section 1773.2, Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall also comply with the requirements of California Labor Code Sections 1773 *et seq.*

- B. Apprenticeship Committee Contract Award Information. Pursuant to California Labor Code § 1777.5 and Title 8 of the California Code of Regulations § 230, Contractor and Subcontractors of any tier who are not already approved to train by an apprenticeship program sponsor shall, within ten (10) calendar days of signing the Contract or subcontract, as applicable, but in any event prior to the first day in which Contractor or Subcontractor has workers employed on the Project, submit the Public Works Contract Award Information form (DAS Form 140) to the appropriate local apprenticeship committees whose geographic area of operation include the area of the Project and who can supply apprentices to the Project. City reserves the right to require Contractors and Subcontractors to submit a copy of said forms to the City.
- C. Statement of Employer Fringe Benefit Payments. Within five (5) calendar days of signing the Contract or subcontract, as applicable, the Statement of Employer Payments (DLSE Form PW 26) shall be completed for each Contractor and Subcontractor of any tier who pays benefits to a third party trust, plan or fund for health and welfare benefits, vacation funds or makes pension contributions. The form must contain, for each worker classification, the fund, plan or trust name, address, administrator, the amount per hour contributed and the frequency of contributions. Training fund contributions shall also be reported in this form. City reserves the right to require Contractors and Subcontractors to submit a copy of said forms to the City.
- D. Notice to Subcontractors. Bidders shall notify all potential Subcontractors submitting price quotations for portions of the Work of the requirements concerning payment of prevailing wage rates, payroll records, hours of Work, and employment of apprentices.

24. **REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS (DIR)**

No contractor or subcontractor may be listed on a bid proposal for a public works project unless currently registered and qualified (including payment of any required fee) with the DIR pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless currently registered and qualified (including payment of any required fee) with the DIR pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the DIR.

25. **SPECIAL CITY REQUIREMENTS**

Special City forms and their instructions are an integral part of these specifications and failure to submit same may be grounds, in the sole discretion of the City, for rejection of any Bidder.

- A. Living Wage Ordinance and Prevailing Wage Where Applicable. Contractor, and Subcontractors, if any, shall comply with the terms and conditions of Ordinance No. 1187, the City's Living Wage Ordinance. Upon request, certified payroll
- B. Documents shall be provided to the City. If there is a difference between the Vernon Living Wage rates and the California Prevailing wage rates for the same classification of labor, Contractor and subcontractor shall not pay less than the highest wage rate for that classification.
- C. Equal Employment Opportunity in Contracting. The City of Vernon is committed to a policy of equal opportunity in contracting. Qualified firms including small businesses and businesses owned by women, minorities, and disabled persons are encouraged to submit bids or proposals. Contractors expressly agree to comply with the City's ordinances and regulations regarding Equal Opportunity Employment as well as regulations that may be mandated by the source of the funds supporting the Contract. 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 age not discriminated against because of their race, religion, religious belief, color, national origin, citizenship, ancestry, disability, sex, age, medical condition, pregnancy, sexual orientation or marital status. Contractor certifies that it will not maintain any segregated facilities.

Contractor shall comply with all applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act (California Government Code Section 12900, *et seq.*), California Labor Code Section 1735, and The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*). Contractor shall require like compliance by all Subcontractors employed on the Work.

26. **BID PROTEST PROCEDURES**

- A. Any Bidder submitting a Bid directly to the City and eligible for award of the Contract may file a protest if the Bidder complies with all of the following requirements and conditions:
 - 1. The Bid protest is in writing;
 - 2. A protest based upon alleged defects or improprieties in the Contract Documents is filed with the City prior to the Bid Deadline;

3. All other protests are to be filed and received by the City no more than five (5) calendar days following the City's notice of intent to award the Contract; and
 4. The written Bid protest sets forth, in detail, all grounds for the Bid protest, including without limitation: all facts, supporting documentation, legal authorities, and argument in support of the grounds for the Bid protest. All factual contentions must be supported by competent, admissible, and credible evidence.
- B. Any matters not set forth in the written Bid protest will be deemed waived. Any Bid protest not conforming to the foregoing requirements and conditions will be rejected by the City as invalid.
- C. Bid Dispute Indemnification. In the event of a Bid dispute based upon the Bidder's submission of this Bid and the City acceptance of same, the Bidder shall indemnify, defend (with counsel acceptable to City), and hold harmless the City, its City Council members, employees, and agents from liability, claims, demands, damages, and costs arising therefrom if such dispute or action arises solely upon the award of a Contract in compliance with federal, state, and local laws.

[END OF DOCUMENT]

BIDDING FORMS

BIDDER'S PROPOSAL

The undersigned submits this Bid in response to the Notice Inviting Bids issued by the City to construct the Work of the following Project in accordance with the Contract Documents:

PROJECT: Alameda Street Repairs at Union Pacific Railroad Crossing, Contract No. CS-1267

A. Enclosed herewith and by this reference incorporated herein and made a part of this Bidder's Bid are the following completed forms:

1. Bidder's Proposal ✓
2. Schedule of Bid Prices ✓
3. Incumbency Certificate ✓
4. Bid Security in the following form (check one): ✓

☐ Cashier's Check

☐ Certified Check

☒ Bid Bond

☐ Cash

5. Bidder's Statement of Qualifications ✓
6. Experience Form ✓
7. Statement of Violations of Federal, State or Local Law, if applicable ✕
8. Specialty Contractor Statement of Qualifications ✓
9. Contractor Safety Questionnaire ✓
10. Designation of Subcontractors ✓
11. Contractor's Affidavit of Noncollusion ✓
12. Insurance Requirements Affidavit ✓
13. Statement of Disqualification or Debarment. ✓
14. Pre-Bid Site Inspection Certification. ✓

B. Acknowledgment of Addenda. The Bidder shall acknowledge the receipt of all Addenda by attaching a signed copy of all Addenda, and by listing all Addenda received and attached in the space below.

N/A

If an Addendum or Addenda have been issued by the City and not attached and noted above as being received by the Bidder, the Bid may be rejected.

C. Inspection of the Work and Contract Documents. Bidder certifies that it has carefully examined and is fully

familiar with all of the provisions of the Bidding Documents and said Bidding Documents contain sufficient detail regarding the Work to be performed; that it has notified City of any errors or omissions in the Bidding Documents and/or any unusual site conditions; and that it has carefully checked all words, prices, and statements in this Bidding Document. Bidder hereby certifies that he/she and his/her Subcontractors have inspected the site and related Drawings and Specifications of Work and fully acquainted themselves with all conditions and matters which may in any way affect the Work, time of completion or the costs thereof. Bidder also certifies he/she has observed the designated Contractor Work areas and access routes, if disclosed or shown, as part of the Work in this Contract.

PRE-BID SITE INSPECTION – CERTIFICATION:

Person(s) who inspected site of the proposed Work for your firm:

Name: COREY R. KIRSCHNER Date of Inspection 2/12/21

Title: CEO, PRES, VP, SEC, TREA

Name: _____ Date of Inspection _____

Title: _____

D. Bidder agrees that all costs of Work shown in the Bidding Documents, including work reasonably inferable therefrom and necessary thereto, are included in his/her Bid. All Work shown in the Contract Documents for which a specific line item is not provided in the Bidding Form is included in the Bidder's Total Base Bid Price.

E. Forfeiture of Bid Security. Bidder further agrees that, in case of his/her default in executing the required Contract and the required bonds, or furnishing the required insurance, the money payable under the Bid Security accompanying this Bid shall be applied by the City towards payment of the damage to the City on account of such default, as provided in the Bidding Documents.

F. Period of Irrevocability. Bidder agrees that this Bid shall remain open and shall not be withdrawn for a period of not less than ninety (90) calendar days from the date of award of Contract, or until rejected by the City, whichever period is shorter.

G. Bid Dispute Indemnification. In the event of a Bid dispute based upon the Bidder's submission of this Bid and the City acceptance of same, the Bidder shall indemnify, defend (with counsel acceptable to City), and hold harmless the City, its City Council members, employees, and agents from liability, claims, demands, damages, and costs arising therefrom if such dispute or action arises solely upon the award of a Contract in compliance with federal, state, and local laws.

The Bidder declares that neither he/she nor any member of his/her firm or corporation is an officer or employee of the City of Vernon.

I hereby certify under penalty of perjury under the laws of the State of California that the representations made herein are true and correct.

Executed this 16 day of FEB, 2021 at ANAHEIM, CALIFORNIA
City State

Bidder's Proposal
Respectfully Submitted

NAME OF BIDDER

COMPANY
NAME: ONYX PAVING COMPANY, INC.

ADDRESS: 2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806

CONTACT PERSON: COREY R. KIRSCHNER

TELEPHONE NUMBER: 714-632-6699 FAX NUMBER: 714-632-1883

E-MAIL: COREY@ONYXPAVING.NET

CALIFORNIA STATE CONTRACTOR'S LICENSE NUMBER: 630360

EXPIRATION DATE: 10/31/21

TAX IDENTIFICATION NO.: 33-0394344

SURETY COMPANY: HARCO NATIONAL INSURANCE COMPANY

All Bid forms must be signed where so indicated by the person or persons duly authorized to sign on behalf of the Bidder. By signing the Bid, the person signing is deemed to represent that he or she has authority to bind the Bidder. Failure to sign the Bidder's Proposal may invalidate the Bid.

BIDDER'S PROPOSAL – SIGNATURE(S):

Form of Entity of Bidder:

Please check the appropriate signature block below and fill in all related information.

☐

Sole Proprietorship:

By: _____

Title: _____

Printed name of person signing

Signature

List all d/b/a's: _____

☐

Partnership: ☐ General Partner ☐ Limited Partner

By: _____

Title: _____

Printed name of person signing

Signature

☒

Corporation:

By: COREY R. KIRSCHNER

Corporate Officer Title: CEO, PRES, VP, SEC, TREASURER

Printed name of person signing


Signature

☐

Joint Venture: ☐ Corporation ☐ Partnership

☐ Individual ☐ Other _____

By: _____

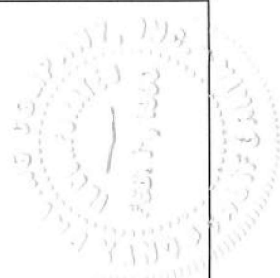
Title: _____

Printed name of person signing

Signature

Name of all Joint Venturers: _____

Corporate Seal



[If the Bidder is a corporation or a limited liability company, enter state or county of incorporation in addition to the business address and include an incumbency certificate executed by a Secretary thereof in the form set forth herein listing each officer with signing authority and his/her corresponding office. If the Bidder is a partnership or joint venturer stating that the respective partner or joint venturer agrees to be held jointly and severally liable for any and all of the duties and obligations of the Bidder under the Bid and under any contract arising therefrom. Attach evidence to the Bid Proposal Form that the individual signing has authority to do so.]

SCHEDULE OF BID PRICES

PROJECT: Alameda Street Repairs at Union Pacific Railroad Crossing, Contract No. CS-1267

BIDDER'S NAME: ONYX PAVING COMPANY, INC.

BASE BID

Pursuant to and in compliance with your Notice Inviting Bids and Contract Documents relating to the Project including all Addenda (attach signed copies), Bidder, having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and the costs of the Work at the place where the Work is to be done, hereby proposes and agrees to fully perform the Work within the time stated in strict accordance with the Contract Documents (including the furnishing of any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to fully perform the Work and complete it in a workmanlike manner) for the total Base Bid sum of:

One Hundred and Twenty - Three Thousand Dollars (\$ 123,000)

Item No.	Description	Units	Quantity	Unit Cost	Amount
1.	Unclassified excavation - removal and disposal of existing concrete sidewalk.	CY	35	300	10,500
2.	Construct 3.5-inch thick concrete sidewalk	SF	2,010	8	16,080
3.	Remove and construct 8-inch high concrete curb and 2 feet wide gutter per City of Vernon Standard Plan No. PV693.	LF	140	95	13,300
4.	Construct 8-inch thick concrete curb ramp including truncated domes per Caltrans Standard Plan No. A88A.	EA	2	6,500	13,000
5.	Construct truncated domes 10'x3' (glue down type) on concrete walkway per Caltrans Standard Plan No. A88A.	EA	2	1,500	3,000
6.	Construct Type II Rubberized Slurry Seal (REAS)	GAL	2,460	10	24,600
7.	Remove existing striping and traffic markings to install striping on bid items No. 8 through No. 11	LS	1	3,000	3,000
8.	Install double yellow (thermoplastic) striping per Caltrans Standard Plans No.	LF	650	7	4,550
9.	Install RXR Legend (Thermoplastic) per Caltrans Standard Plans No.	EA	2	600	1,200
10.	Install STOP Legend (Thermoplastic) per Caltrans Standard Plans No.	EA	1	400	400
11.	Install STOP Limit Line (Thermoplastic) per Caltrans Standard Plans No.	LF	60	10	600
12.	Traffic Control and Mobilization	LS	1	32,770	32,770
BID TOTAL		\$ 123,000			
WRITTEN AMOUNT		\$ One Hundred twenty - three Thousand Dollars and zero cents			

All other work items, labor, materials, tools and incidentals which are not specifically listed in the above bid items, but are necessary to complete the project per specifications, and all other applicable standards and codes are considered to be included in the above bid items.

If there is a discrepancy between (1) the "Grand Total" shown immediately above, (2) any of the "total costs" shown in the far right column above, or (3) the individual Unit Price, then the Unit price shall control over the total cost, and the total cost shall control over the total. If, however, the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, or is the same amount as the entry for the item total, then the item total shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

Bidder shall exclude the cost of Permit Fees from Bidder's Base Bid sum; Base Bid sum shall include the cost of administration and coordination of Governmental Approvals and Utility Fees.

Respectfully submitted:

2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806

Signature

Address

COREY R. KIRSCHNER - CEO, PRES, VP, SEC, TREA

2/16/21

Title

Date

630360

10/31/21

License Number

Date of Expiration

(SEAL - if Bid is by a corporation)

Attest

Marie Ayala

Amount of Certified or Cashier's Check or Bid Bond

HARCO NATIONAL INSURANCE COMPANY

Name of Bonding Company

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

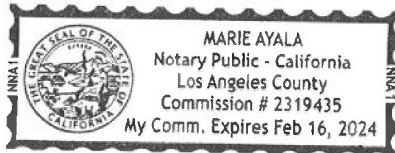
State of California

County of ORANGE

On FEB. 16, 2021 before me, MARIE AYALA, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared COREY R. KIRSCHNER
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Marie Ayala
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

INCUMBENCY CERTIFICATE

Print legibly the names and title of the president and all officers of the Company who are authorized to sign the Bid Forms:

PRESIDENT'S & OFFICERS' NAME:

COREY R. KIRSCHNER

TITLE:

CEO, PRES, VP, SEC, TREAS

The undersigned hereby certifies to the City of Vernon that he/she is the duly elected and acting Secretary of ONYX PAVING COMPANY, INC. (the "Company"), and that, as such, he/she is authorized to execute this Incumbency Certificate on behalf of the Company, and further certifies that the persons named above are the duly elected, qualified and acting officers of the Company, holding on the date hereof, the titles and positions set forth opposite their names and are authorized to sign the Bid Forms.

IN WITNESS WHEREOF, the undersigned has executed this Incumbency Certificate this 16 day of FEB, 2021.

COREY R. KIRSCHNER - CEO, PRES, VP, SEC, TREAS

Secretary's Name-Printed


Secretary's Signature

Bond No.: TS 21 - 097

Premium Amount: \$ 16,826.40

Bond's Effective Date: 2/16/21

BID BOND

RECITALS:

1. The City of Vernon, California ("City"), has issued a Notice Inviting Bids for the Work described as follows:
Specification No. _____: Alameda Street Repairs at Union Pacific Railroad Crossing in Vernon, CA. ("Project").
2. In response to the Notice Inviting Bids, Onyx Paving Company, Inc.
(Name, address, and telephone of Contractor)
2890 E La Cresta Ave., Anaheim, CA 92806 ("Principal"),
has submitted the accompanying Bid for the Project.
3. Principal is required under the terms of the Specification—and all Bidding Documents referenced in it—to furnish a bond with the Bid.
4. The Specification, including all its amendments and supplements, and Principal's Bid are incorporated into this Bond and made a part of it by this reference.

OBLIGATION:

THEREFORE, for value received, We, Principal and

Harco National Insurance Company

(Name, address, and telephone of Surety)

2400 East Katella Ave., Suite 250, Anaheim, CA 92806 714-602-9170 ("Surety"),

a duly admitted surety insurer under California's laws, agree as follows:

By this Bond, We jointly and severally obligate and bind ourselves, and our respective heirs, executors, administrators, successors, and assigns to pay City the penal sum of Ten Percent of Amount Bid

Dollars (\$ 10% of Amount Bid) ("the Bonded Sum"), this amount comprising not less than TEN PERCENT (10%) of Principal's Base Bid, in lawful money of the United States of America.

The California Licensed Resident Agent for Surety is:

Turner Surety and Insurance Brokerage, 6 Hutton Centre Drive, Suite 1020, Santa Ana, CA 92707

(Name, address, and telephone)

714-955-4011 . Registered Agent's California Department of Insurance License No. 0E81386 .

THE CONDITION OF THIS BOND'S OBLIGATION IS THAT, if: (1) Principal does not (a) withdraw its Bid for the period specified in the Bidding Documents, or—if no period is specified—for ninety (90) calendar days after City awards the Contract for the Project, or (b) attempt to withdraw its Bid when the requirements of California Public Contract Code §5101 *et seq.*, or any successor legislation, are not met; or (2) City awards Principal the Contract in response to Principal's Bid, and within the time and manner specified by the Specification or Contract Documents or—if no period is specified—within fourteen (14) calendar days after the Contract's award, Principal (a) signs and delivers to City the Contract, in accordance with the Bid as accepted, (b) furnishes the required bonds for not only Principal's faithful performance and proper fulfillment of the Contract, but also Principal's payment for labor and materials used in the Project, and (c) furnishes the required insurance, then this obligation becomes null and void. Otherwise, this Bond remains in full force and effect, and the following terms and conditions apply to this Bond:

1. Surety's obligations under this Bond are separate, independent from, and not contingent upon any other surety's guaranteeing that upon City's awarding the Contract to Principal, the Principal will enter into the Contract with City.
2. No right of action accrues on this Bond to any entity other than City or its successors and assigns.
3. If an action at law or in equity is necessary to enforce or interpret this Bond's terms, Surety must pay—in addition to the Bonded Sum—City's reasonable attorneys' fees and litigation costs, in an amount the court fixes.
4. Surety shall mail City written notice at least 30 days before: (a) the effective date on which the Surety will cancel, terminate, or withdraw from this Bond; or (b) this Bond becomes void or unenforceable for any reason.

On the date set forth below, Principal and Surety duly executed this Bond, with the name of each party appearing below and signed by its representative(s) under the authority of its governing body.

Date: February 11th, 2021

PRINCIPAL:

Onyx Paving Company, Inc.

(Company Name)



(Signature)

By:  COREY R. KIRSCHNER

(Name)

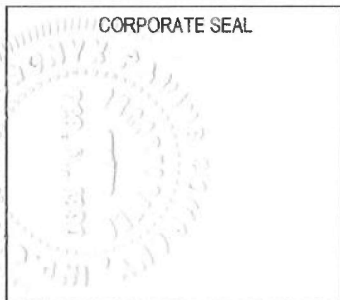
Its: CEO, PRES, VP, SEC, TRES

(Title)

Address for Serving Notices or Other Documents:

2890 E La Cresta Ave.

Anaheim, CA 92806



SURETY:

Harco National Insurance Company

(Company Name)



(Signature)

By: Kerissa Ricciardi

(Name)

Its: Attorney-in-Fact

(Title)

Address for Serving Notices or Other Documents:

2400 East Katella Ave., Suite 250

Anaheim, CA 92806 714-602-9170



- EVIDENCE MUST BE ATTACHED OF THE AUTHORITY OF ANY PERSON SIGNING AS ATTORNEY-IN-FACT.
- THE ATTORNEY-IN-FACT'S SIGNATURE MUST BE NOTARIZED.
- A CORPORATE SEAL MUST BE IMPRESSED ON THIS FORM WHEN THE PRINCIPAL, OR THE SURETY, OR BOTH, ARE A CORPORATION.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

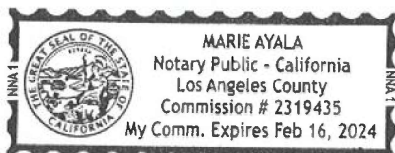
State of California

County of ORANGE

On FEB. 12, 2021 before me, MARIE AYALA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared COREY R. KIRSCHNER
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

Marie Ayala

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

ACKNOWLEDGMENT

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

State of California

County of Orange)

On February 11, 2021 before me, Tanis Zavala, Notary Public
(insert name and title of the officer)

personally appeared Kerissa Ricciardi,
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.

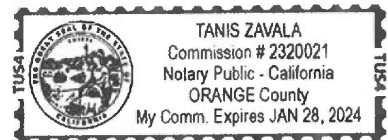
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Tanis Zavala

(Seal)



POWER OF ATTORNEY

Bond # TS21-097

HARCO NATIONAL INSURANCE COMPANY INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

ANDREW J. WATERBURY, KERISSA RICCIARDI, JAMES BALDASSARE, JR., JEREMY PENDERGAST

Santa Ana, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, February 11th, 2021

Irene Martins, Assistant Secretary

N/A

BOND ACKNOWLEDGMENT
FOR
SURETY'S ATTORNEY-IN-FACT

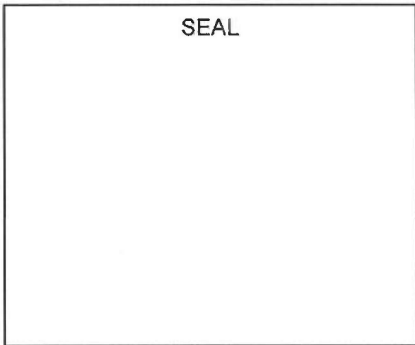
STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On this _____ day of _____, 20____,
before me, _____(name), a Notary Public for said County, personally appeared
(name), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this
instrument as the attorney in fact of _____, and acknowledged to me that he/she
subscribed the name of _____ thereto as principal, and his/he own name
as attorney in fact.

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

Notary Public

SEAL



BIDDER'S STATEMENT OF QUALIFICATIONS

1. ORGANIZATION

- 1.1 How many years has your organization been in business as a Contractor? 30
- 1.2 How many years has your organization been in business under its present name? 30
- 1.2.1 Under what other names has your organization operated?
N/A
- 1.3 If your organization is a corporation, answer the following:
- 1.3.1 Date of incorporation/organization: 2/15/1990
- 1.3.2 State of incorporation/organization: CALIFORNIA
- 1.3.3 Corporate ID number: C1659076
- 1.3.4 Name of President: COREY R. KIRSCHNER
- 1.3.5 Agent for Service of Process: N/A
- 1.4 If your organization is a partnership, answer the following:
- 1.4.1 Date of organization/formation: N/A
- 1.4.2 Type of partnership (if applicable): N/A
- 1.4.3 Name(s) of general partner(s): N/A
- 1.4.4 List all states in which you are registered and state ID numbers for each:
N/A
- 1.5 If your organization is individually owned, answer the following:
- 1.5.1 Date of organization: N/A
- 1.5.2 Name of owner: N/A
- 1.6 If the form of your organization is other than those listed above, describe it and name the principals: N/A

2. LICENSING

- 2.1 List jurisdictions in which your organization is legally qualified to do business, indicate registration or license numbers, and category of license, if applicable.
CALIFORNIA

- 2.2 List jurisdictions in which your organization's partnership or trade name is filed.
CALIFORNIA

- 2.3 List any licensing suspensions and/or violations assessed against your organization within the past five years.

NONE

3. EXPERIENCE

- 3.1 List the categories of Work that your organization normally performs with its own personnel. ASPHALT PAVING, CONCRETE

- 3.2 On the Experience Form, list the project information that establishes that Bidder meets the essential requirements for qualification set forth in the Mandatory Qualifications paragraph of the Notice Inviting Bids for this Project.
PLEASE SEE ATTACHED

- 3.3 Have Subcontractors for street striping and traffic markings work complete the Specialty Contractors' Statements of Qualifications (or Bidder to complete if self-performing).
PLEASE SEE ATTACHED

- 3.4 On a separate sheet, list projects to which your firm or business has been awarded a government contract since your firm or business has been in existence (giving the name and address of the project, the government agency, contact name and phone number, the contract amount, and contract's starting date and ending date).
PLEASE SEE ATTACHED

- 3.5 On a separate sheet, list the experience and present commitments of the key individuals of your organization.
PLEASE SEE ATTACHED

4. CLAIMS; LAWSUITS; CRIMINAL ACTS

For the following questions, the term "owner" does not include owners of stock in your firm if your firm is a publicly-traded corporation.

- 4.1 In the past five (5) years, have, you, your firm or any of its owners, partners, officers, or employees been a defendant in court, or participated in an arbitration or mediation, on a matter related to:

- 4.1.1 The performance, non-performance, default, violation, or breach of a contract or agreement?

☐ YES ☒ NO

4.1.2 A vehicle collision or accident involving your firm's employees?

☐ YES ☒ NO

4.1.3 Damage to real property arising out of your services or operations?

☐ YES ☒ NO

4.1.4 Employment-related litigation brought by an employee of your firm?

☐ YES ☒ NO

4.1.5 Payment to a subcontractor or supplier?

☐ YES ☒ NO

4.1.6 Defective, deficient, or substandard work?

☐ YES ☒ NO

If the answer to any questions in 4.1.1 to 4.1.6 is YES, identify the name of the person or entity that sued (i.e., "the plaintiff") or was involved in the mediation or arbitration; list the date, court, court address, and case number; describe the facts and circumstances giving rise to the lawsuit, mediation, or arbitration; and set forth the outcome or disposition. Attach additional sheets as necessary.

4.2 Have you or your firm ever filed a claim for damages or a lawsuit, or requested arbitration or mediation, against a government entity or a Client?

☐ YES ☒ NO

If YES, identify the government entity or client; list the date, court and case number; describe the facts and circumstances about the claim for damages, or the lawsuit, or both; and set forth the outcome or disposition. Attach additional sheets as necessary.

4.3 Are there any pending or outstanding judgments or liens against you, your firm, or any of its owners, partners, officers, or employees?

☐ YES ☒ NO

If YES, identify the name of the person or entity entitled to payment; list the date court and case number; describe the facts and circumstances giving rise to the judgment or lien; and set forth the amount of the judgment or lien. Attach additional sheets if necessary.

4.4 In the past five (5) years, has any government entity ever: (a) investigated, cited, disciplined, or assessed any penalties against you, your firm, or any of its owners, partners, officers, or employees, or (b) determined or concluded that your firm or any of its owners, partners,

officers, or employees violated any laws, rules, or regulations?

☐ YES ☒ NO

If YES, identify the government entity; list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 4.5 In the past five (5) years, have you, your firm or any of its owners, partners, officers or employees been convicted of a crime related to the bidding of a government contract, the awarding of a government contract, or the performance of a government contract? ("Convicted" includes a verdict of guilty by a judge or jury, a plea of guilty, a plea of nolo contendere, or a forfeiture of bail.)

☐ YES ☒ NO

If YES, identify the government entity; list the date, court and case number; describe the facts and circumstances about each instance; and set forth the penalty or punishment imposed. Attach additional sheets as necessary.

- 4.6 In the past five (5) years, have you, your firm, or any of its owners, partners, officers or employees been convicted of a crime involving embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, or receiving stolen property, or making or submitting a false claim?

☐ YES ☒ NO

If YES, identify the crime or offense; list the date, court and case number; describe the facts and circumstances about each instance; and set forth the penalty or punishment imposed. Attach additional sheets as necessary.

- 4.7 Have you or, if Bidder is a corporation, any principal of the corporation ever been convicted of a felony?

☐ YES ☒ NO

If YES, please explain the details of that conviction and, if so, whether you or said officer have served his or her sentence.

- 4.8 In the past five (5) years, has a government entity determined or concluded that you, your firm, or any of its owners, partners, officers or employees made or submitted a false claim (including a false claim for payment), or made a material misrepresentation?

☐ YES ☒ NO

If YES, identify the government entity, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 4.9 Have you or your company ever been charged by any governmental agency for failure to follow safety procedures? If YES, please explain.

☐ YES ☒ NO

- 4.10 Has any governmental agency ever submitted a complaint against you or your firm to the California State Labor Commission for failure to submit certified payrolls? If your answer is "Yes", please provide the details of such complaint.

☐ YES ☒ NO

5. FIRM'S OPERATIONAL STATUS

- 5.1. In the past seven (7) years, has your firm, or anyone else acting on behalf of your firm, filed for bankruptcy, insolvency, receivership, or reorganization?

☐ YES ☒ NO

If YES, list the filing date, identify the court and case number; describe the facts and circumstances giving rise to each instance; and set forth the disposition or current status. Attach additional sheets as necessary.

- 5.2. In the past five (5) years, has your firm had an consolidations, mergers, acquisitions, closings, layoffs or staff reductions?

☐ YES ☒ NO

If YES, list the filing date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 5.3. Is your firm in the process of, or in negotiations toward: (a) consolidating, merging, selling, or closing its business, or (b) laying off employees or reducing staff?

☐ YES ☒ NO

If YES, describe the transaction; list the anticipated date for completing the transaction, laying off employees, or reducing staff; and describe the facts, circumstances, and reason for taking the action. Attach additional sheets as necessary.

6. BIDDING; DEBARMENT; CONTRACT PERFORMANCE

- 6.1. Has a government entity ever debarred, disqualified, removed, suspended, or otherwise prevented you or your firm from bidding on, contracting, or completing a construction project?

☐ YES ☒ NO

If YES, identify the name of the government entity, list the date, and describe the facts and circumstances about each instance, and state the reason for the government entity's

action against your firm. Attach additional sheets as necessary.

- 6.2. Has a government entity ever rejected your firm's Bid or Proposal on the ground that you or your firm is a "non-responsible" bidder or proposer?

☐ YES ☒ NO

If YES, identify the name of the government entity, list the date, describe the facts and circumstances about each instance, and state the reason or basis for the government entity's determining that your firm was a "non-responsible" bidder. Attach additional sheets as necessary.

- 6.3. Have you or your firm ever failed to fulfill or perform – either partially or completely – a contract or an agreement with a government entity or a client?

☐ YES ☒ NO

If YES, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.4. In the past five (5) years, have you or any officer or principal of your firm been an officer of another firm which failed to perform a contract or agreement?

☐ YES ☒ NO

If YES, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.5. Has your firm ever advised a government entity or a client, while your firm was under contract with the government entity or client, that your firm could not (or would not) fulfill or perform – either partially or completely – the contract or the agreement based on the prices that your firm had originally submitted in a Bid or a Proposal?

☐ YES ☒ NO

If YES, list the date, identify the name of the government entity or client, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.6. Has your firm ever requested a government entity or a client, while your firm was under contract with the government entity or client, to renegotiate one or more terms of the existing contract or agreement?

☐ YES ☒ NO

If YES, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.7. Has your firm ever requested a government entity or a client, while your firm was under contract with the government entity or client, to: (a) cancel the contract or agreement, or (b) release or discharge your firm from the contract or agreement?

☐ YES ☒ NO

If YES, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.8. Has a government entity or a client ever terminated, suspended, or non-renewed your firm's contract or agreement before its completion?

☐ YES ☒ NO

If YES, identify the name of the government entity, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.9. Has a government entity or a client ever notified or advised your firm that your firm's performance under a contract or agreement was poor, sub-standard, deficient, or non-compliant?

☐ YES ☒ NO

If YES, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.10. In the past five (5) years, has your firm paid, or has your firm been assessed, liquidated damages on a contract or agreement?

☐ YES ☒ NO

If YES, identify all such contracts/projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed, and all other information necessary to fully explain the assessment or payment of liquidated damages. Attach additional sheets as necessary.

7. INSURANCE AND BONDS

- 7.1. In the past ten years, has an insurance company or a surety company:

7.1.1. Refused to insure your firm for liability coverage?

☐ YES ☒ NO

7.1.2. Canceled or non-renewed your firm's insurance coverage?

☐ YES ☒ NO

7.1.3. Refused to issue your firm a bond?

☐ YES ☒ NO

7.1.4. Canceled or revoked a bond obtained by your firm?

☐ YES ☒ NO

If the answer to any questions in 7.1.1 to 7.1.4 is YES, identify the name of the insurance company or surety company, list the date, and describe the facts and circumstances about each instance. Attach addition sheets as necessary.

- 7.2 In the past ten (10) years, has an insurance company or surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims against a performance bond, payment bond, or maintenance bond issued on your firm's behalf?

☐ YES ☒ NO

If YES, identify each contract completed or amount of each claim, the name and telephone number of the claimant, the date, grounds and current status of the claim, and if resolved, the method, nature, and amount of the resolution. Attach addition sheets as necessary.

8. SURETY

- 8.1 If a performance and/or payment bond is required by this bid, identify the bonding company if arrangements for the bond have been made; if not, identify the bonding company for the Contractor's most recent project:
HARCO NATIONAL INSURANCE COMPANY

- 8.2 Name and address of agent:
TURNER SURETY AND INSURANCE BROKERAGE
6 HUTTON CENTRE DRIVE, STE 1020, SANTA ANA, CA 92707

All of the above statements as to experience, financial qualifications, and available plant and equipment are submitted in conjunction with the proposal, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the Bidder.

I hereby certify under penalty of perjury under the laws of the state of California that the representation made herein are true and correct.

Signature of Bidder COREY R. KIRSCHNER - CEO, PRES, VP, SEC,
TREA

BIDDER'S EXPERIENCE FORM

PROJECT NAME: Alameda Street Repairs at Union Pacific Railroad Crossing

CONTRACT NO. CS-1267

COMPANY NAME: ONYX PAVING COMPANY, INC.

***Please use additional sheets if necessary

List below the project information that establishes that Bidder meets the essential requirements for qualification set forth in the Mandatory Qualifications paragraph of the Notice Inviting Bids for this Project.

CONTRACT START DATE	CONTRACT END DATE	CONTRACT \$ AMOUNT	PROJECT NAME AND AGENCY	ADDRESS	CONTACT NAME	CONTACT PHONE NUMBER
1 PLEASE SEE ATTACHED						
2 PLEASE SEE ATTACHED						
3 PLEASE SEE ATTACHED						

All of the above statements as to experience are submitted in conjunction with the proposal, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the Bidder. I hereby certify under penalty of perjury under the laws of the state of California that the representation made herein are true and correct.

Signature of Bidder 

Print name: COREY R. KIRSCHNER - CEO, PRES, VP, SEC, TREASURER
 State of California Contractor's License No. 630360 Contractor's License expiration date 10/31/21

CONTRACTOR SAFETY QUESTIONNAIRE

Company Name: ONYX PAVING COMPANY, INC.

Primary Type of Work: ASPHALT PAVING, CONCRETE

Person Completing Form: COREY KIRSCHNER

Title: CEO, PRES, VP, SEC, TREA Phone Number: 714-632-6699

Date: 2/16/21

SAFETY PERFORMANCE

1. List your company's Interstate Experience Rating Modifier (ERM)¹ for the three most recent years.

20 <u>20</u>	<u>0.75</u>
20 <u>19</u>	<u>0.71</u>
20 <u>18</u>	<u>0.94</u>

2. List your company's number of injuries/illnesses from your OSHA 300 logs for the three most recent years.

	20 <u>20</u>	20 <u>19</u>	20 <u>18</u>
a. Fatalities	<u>0</u>	<u>0</u>	<u>0</u>
b. OSHA recordable incidents	<u>0</u>	<u>0</u>	<u>0</u>
c. Lost work day incidents	<u>0</u>	<u>0</u>	<u>0</u>
d. Total lost work days	<u>0</u>	<u>0</u>	<u>0</u>
e. Total hours worked	<u>148,727</u>	<u>88,797</u>	<u>49,960</u>

3. Upon request from the City, the contractor(s) shall provide copies of the following items (a-g); and Items (d-g) for each listed Subcontractor

- | | |
|--|---|
| a). OSHA 300 logs for the most recent three years and current year-to-date | e). Training Plans |
| b). Verification of ERM from your insurance carrier | f). Training Certificates for Employees |
| c). Injury/Illness Report | g). Emergency Response Training |
| d). Complete written Safety Program | |

4. Company Safety Contact:

a. Name BRIAN WALKER

b. Phone 714-632-6699

¹ ERM = applies to workers' compensation policies. It compares the experience of this contractor to others of similar size, type and ratio. Used against annual premium. It has a direct correlation to how much the contractor pays in workers' comp premium.

CONTRACTOR SAFETY QUESTIONNAIRE (continued)

SAFETY PROGRAM

1. SAFETY PROGRAM DOCUMENTATION Circle One
- a. Do you have a written safety program manual? ☒ Yes ☐ No
- 1) Last revision date JAN 2020
- b. Do you have a written safety field manual? ☒ Yes ☐ No
- c. Are all workers given a booklet that contains work rules, responsibilities, and other appropriate information? ☒ Yes ☐ No
2. POLICY AND MANAGEMENT SUPPORT
- a. Do you have a safety policy statement from an officer of the company? ☒ Yes ☐ No
- b. Do you have a disciplinary process for enforcement of your safety program? ☒ Yes ☐ No
- c. Does management set corporate safety goals? ☒ Yes ☐ No
- d. Does executive management review:
- | | |
|---|---|
| ☒ Accident reports? | ☒ Yes ☐ No |
| ☒ Safety statistics? | ☒ Yes ☐ No |
| ☒ Inspection reports? | ☒ Yes ☐ No |
- e. Do you safety pre-qualify subcontractors? ☒ Yes ☐ No
- f. Do you have a written policy on accident reporting and investigation? ☒ Yes ☐ No
- g. Do you have a light-duty, return-to-work policy? ☒ Yes ☐ No
- h. Is safety part of your supervisor's performance evaluation? ☒ Yes ☐ No
- i. Do you have a personal protective equipment (PPE) policy? ☒ Yes ☐ No
- j. Do you have a written substance abuse program? ☒ Yes ☐ No
- If yes, does it include (check all applicable boxes):
- | | |
|--|--|
| ☒ Pre-employment testing | ☒ Return-to-duty testing |
| ☒ Random testing | ☒ Disciplinary process |
| ☒ Reasonable cause testing | ☒ Alcohol testing |
| ☒ Post accident testing | ☒ National Institute on Drug Abuse |
| ☒ Panel Screen | |
- k. Does each level of management have assigned safety duties and responsibilities? ☒ Yes ☐ No

3. TRAINING AND ORIENTATION

- a. Do you conduct safety orientation training for each employee? ☒ Yes ☐ No
- b. Do you conduct site safety orientation for every person new to the job site? ☒ Yes ☐ No
- c. Does your safety program require safety training meetings for each supervisor (foreman and above)? ☒ Yes ☐ No
How often?
☒ Weekly ☐ Monthly ☐ Quarterly ☐ Annually ☐ Other _____
- d. Do you hold tool box/tailgate safety meetings focused on your specific work operations/exposures? ☒ Yes ☐ No
How often?
☒ Weekly ☐ Daily ☐ Other _____
- e. Do you require equipment operation/certification training? ☒ Yes ☐ No

4. ADMINISTRATION AND PROCEDURES

- a. Does your written safety program address administrative procedures? ☒ Yes ☐ No
- If yes, check which apply:
- | | |
|--|---|
| ☒ Pre project/task planning | ☒ Emergency procedures |
| ☒ Record keeping | ☒ Audits/inspections |
| ☒ Safety committees | ☒ Accident investigations/reporting |
| ☒ HAZCOM | ☒ Training documentation |
| ☒ Substance abuse prevention | ☒ Hazardous work permits |
| ☒ Return-to-work | ☒ Subcontractor prequalification |
- b. Do you have project safety committees? ☒ Yes ☐ No
- c. Do you conduct job site safety inspections? ☒ Yes ☐ No
How often?
☒ Daily ☒ Weekly ☒ Monthly ☐ Other _____
- Do these inspections includes a routine safety inspection of equipment (e.g., scaffold, ladders, fire extinguishers, etc.)? ☒ Yes ☐ No
- d. Do you investigate accidents? ☒ Yes ☐ No
How are they reported?
☐ Total company ☒ By superintendent
☒ By project ☒ By project manager
☒ By foreman ☒ In accordance with OSHA
- e. Do you discuss safety at all preconstruction and progress meetings? ☒ Yes ☐ No

- f. Do you perform rigging and lifting checks prior to lifting? ☒ Yes ☐ No
☒ For personnel ☒ For equipment ☐ Heavy lifts (more than 10,000 lbs.)

5. WORK RULES

- a. Do you periodically update work rules? ☒ Yes ☐ No
 When was the last update? JAN 2021

- b. What work practices are addressed by your work rules?

- | | |
|--|---|
| ☒ CPR/first aid | ☒ Access—entrances/stairs |
| ☒ Barricades, signs, and signals | ☒ Respiratory protection |
| ☐ Blasting | ☒ Material handling/storage |
| ☒ Communications | ☒ Temporary heat |
| ☒ Compressed air and gases | ☒ Vehicle safety |
| ☒ Concrete work | ☒ Traffic control |
| ☐ Confined-space entry | ☒ Site visitor escorting |
| ☐ Cranes/rigging and hoisting | ☒ Public protection |
| ☐ Electrical grounding | ☒ Equipment guards and grounding |
| ☒ Environmental controls and Occupational health | ☒ Monitoring equipment |
| ☒ Emergency procedures | ☒ Flammable material handling/storage |
| ☒ Fire protection and prevention | ☒ Site sanitation |
| ☐ Floor and wall openings | ☒ Trenching and excavating |
| ☒ Fall protection | ☒ Lockout/Tagout |
| ☒ Housekeeping | ☐ Energized/pressurized equipment |
| ☒ Ladders and scaffolds | ☒ Personal protective equipment |
| ☒ Mechanical equipment/maintenance/pre-op checks/operation | ☒ Tools, power and hand |
| ☒ Welding and cutting (hot work) | ☐ Electrical power lines |
| ☐ Other _____ | |

6. OSHA INSPECTIONS

- a. Have you been inspected by OSHA in the last three years? Yes ☐ No ☒
- b. Were these inspections in response to complaints? Yes ☐ No ☒
- c. Have you been cited as a result of these inspections? Yes ☐ No ☒

If yes, describe the citations (add additional sheets if necessary):

DESIGNATION OF SUBCONTRACTORS

NAME OF BIDDER: ONYX PAVING COMPANY, INC.

Each Bidder must list, on the form provided on the next page, each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed in the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Drawings and Specifications, in an amount in excess of one-half of one percent of the Contractor's Base Bid Amount. Each Subcontractor must have an active and current license, and all requisite specialty certifications, when listed.

Bidder must provide the following information for EACH Subcontractor.

1. The name of the Subcontractor;
2. The trade and type of work that the Subcontractor will perform;
3. Location (address) of Subcontractor's place of business;
4. Subcontractor's license number; and any specialty licenses; and
5. Dollar value of the Work that the Subcontractor will perform.

Subletting or subcontracting of any portion of the Work in excess of one-half of one percent of the Contractor's Base Bid to which no Subcontractor was designated in the original Bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the City setting forth the facts constituting the emergency or necessity.

If the Contractor violates any of the above provisions the Contractor may be in breach of this Contract and the City may exercise the option, in its own discretion, to (1) cancel this Contract, or (2) assess the Contractor a penalty in an amount not more than ten percent (10%) of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime Contract is awarded.

If the Contractor fails to specify a Subcontractor, or if the Contractor specifies more than one Subcontractor for the same trade or type of Work to be performed under the Contract in excess of one-half of one percent of the Contractor's Base Bid Amount, then the Contractor agrees that he/she is fully qualified to perform that Work himself/herself, and that he/she shall perform that Work himself/herself. If after award of Contract, the Contractor subcontracts any such Work, the Contractor will be subject to the statutory penalties.

DESIGNATION OF SUBCONTRACTORS FORM
IS ON THE FOLLOWING PAGE

Please type or legibly print (attach additional sheets as necessary).

Name of Subcontractor	Email Contact Information	Trade and Type of Work to be Performed	Business Location
Superior Pavement Markings	CK Superior Renee@superiorpavementmarkings.com	Sign/Stripe	Cypress, CA
Petrochem Materials Innovations, LLC	Vicki@pmi-technology.com	Reas Striping	Carlsbad, CA

License Number	Public Works Contractor Registration Number	Dollar (\$) Value
776306	1000001476	\$ 8192.50
991274	1000011280	\$ 18,300

The Contractor shall not:

- A. Substitute any person as Subcontractor in place of the Subcontractor listed in the original Bid, except that the City may consent to the substitution of another person as Subcontractor in any of the following situations:
 - 1. When the Subcontractor listed in the Bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of Work specified in the Subcontractor's bid and at the price specified in the Subcontractor's bid, when that written contract, based upon the general terms, conditions, Drawings and Specifications for the Project or the terms of Contractor's written Bid, is presented to the Subcontractor by the Contractor;
 - 2. When the listed Subcontractor becomes insolvent or the subject of an order for relief in bankruptcy;
 - 3. When the listed Subcontractor fails or refuses to perform his/her subcontract;
 - 4. When the listed Subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth in Public Contract Code Section 4108;
 - 5. When the Contractor demonstrates to the City that the name of the Subcontractor was listed as the result of an inadvertent clerical error;
 - 6. When the listed Subcontractor is not licensed pursuant to the Contractors License Law;
 - 7. When the City determines that the Work performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the Drawings and Specifications, or that the Subcontractor is substantially delaying or disrupting the progress of the Work;
 - 8. When the listed Subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code; or
 - 9. When the City determines that the listed Subcontractor is not a responsible contractor.
- B. Permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor listed in the original Bid, without the consent of the City.
- C. Other than in the performance of "change orders" causing changes or deviations from the original Contract, sublet or subcontract any portion of the Work in excess of one-half of one percent of the Contractor's Base Bid Amount as to which his/her original Bid did not designate a Subcontractor.

Prior to approval of the Contractor's request for a Subcontractor substitution, the City shall give notice in writing to the listed Subcontractor of the Contractor's request to substitute and of the reason for the request. The notice will be served by certified or registered mail to the last known address of the Subcontractor. The listed Subcontractor who has been so notified shall have five (5) Working Days within which to transmit to the City written objections to the substitution. Failure to file these written objections shall constitute the listed Subcontractor's consent to the substitution. If written objections are filed, the City shall give notice in writing of at least five (5) Working Days to the listed Subcontractor of a hearing by the City on the Contractor's request for substitution.

The Contractor, as a condition to asserting a claim of inadvertent clerical error in the listing of a Subcontractor, shall within two (2) Working Days after the time of the Bid Deadline, give written notice to the City and copies of such notice to both the Subcontractor he/she claims to have listed in error and the intended Subcontractor who had bid to the Contractor prior to the Bid Deadline.

QUESTIONNAIRE REGARDING SUBCONTRACTORS

Bidder shall answer the following questions and submit with his/her Contract proposal.

1. Were bid depository or registry services used in obtaining subcontractors bid figures in order to compute your bid? Yes ☐ No ☒
2. If the answer to No. 1 is "Yes", please forward a copy of the rules of each bid depository you used with this questionnaire. N/A
3. Did you have any source of subcontractors' bids other than bid depositories? NO
4. Has any person or group threatened you with subcontractor boycotts, union boycotts, or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories? Yes ☐ No ☒
5. If the answer to No. 4 is "Yes", please explain the following details:
 - (a) Date: N/A
 - (b) Name of person or group: N/A
 - (c) Job involved (if applicable): N/A
 - (d) Nature of the threats: N/A
 - (e) Additional comments: N/A
(Use additional paper if necessary)
6. Was a conscious effort made to recruit or provide equal opportunity for bids by minority or project area subcontractors? Yes ☐ No ☒
7. Was a conscious effort made to recruit and hire project area lower-income residents? Yes ☐ No ☒
Please submit statement.
8. We declare under penalty of perjury that the foregoing is true and correct.
Dated this 16 day of FEBRUARY, 20 21.

All of the above statements as to experience, financial qualifications, and available plant and equipment are submitted in conjunction with the proposal, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the bidder.

Name of Company ONYX PAVING COMPANY, INC.

By: 

Title: COREY R. KIRSCHNER - CEO, PRES, VP, SEC, TREA

SPECIALTY CONTRACTOR OR SUBCONTRACTOR STATEMENT OF QUALIFICATIONS

Street Striping and Traffic Markings Work

As part of its Bid, Bidder shall submit this Statement of Qualifications for the Subcontractor that will perform the **Street Striping and Traffic Markings** work, or for the Bidder itself, if Bidder will self-perform the **Street Striping and Traffic Markings** work. This information shall provide evidence to indicate successful experience in providing **Street Striping and Traffic Markings** work comparable to that specified in the Project Drawings and Specifications. Referenced qualifications shall demonstrate experience as a successful installer of **Street Striping and Traffic Markings**.

A Bid may be rejected as non-responsive if Bidder fails to provide this completed form with the Bid or submits this form with inaccurate information.

Mandatory qualifications: Specialty Contractor (or Bidder, if self-performing) shall possess a valid **C-32 Parking and Highway Improvement** California Contractors License at the time of the Bid Deadline and at all times during performance of the Work and shall establish that it satisfactorily completed at least **three (3)** projects as the installer of a minimum of street striping and traffic markings in accordance with the latest Caltrans Standard Plans; each comparable in scope and complexity to this Project, within **three (3)** years prior to the Bid Deadline. **Note: (The contractor's experience shall include the use of thermoplastic materials)**

Specialty Contractor Name: Superior Pavement Markings Inc.

Project Manager / Foreman: Victor Bustamante

Phone No: (714) 995-9100 E-mail: victor@superiorpavementmarkings.com

COMPARABLE PROJECTS (Provide three projects)

1. Project Name: City of Irvine

Address: Various Locations in the City of Irvine

Date Completed: 06/30/2020

Reference / Contact Name: Byron Gemmell

Reference / Contact Phone No: (949) 337-7019

Description of work performed: Traffic Striping and Pavement Markings Maintenance

2. Project Name: 2018/2019 Annual Maintenance

Address: Various Locations in the City of Costa Mesa

Date Completed: 06/30/2020

Reference / Contact Name: Brenden Carpenter

Reference / Contact Phone No: (714) 925-7385

Description of work performed: Traffic Striping and Pavement Markings Maintenance

3. Project Name: Thermoplastic Traffic Markings Services

Address: Various Locations in the City of Ontario

Date Completed: 06/30/2020

Reference / Contact Name: Tim Masot

Reference / Contact Phone No: (909) 395-2624

Description of work performed: Traffic Striping and Pavement Markings Maintenance

4. Project Name: Citywide Striping Replacement 2018

Address: Various Locations in the City of Upland

Date Completed: 01/29/2020

Reference / Contact Name: Kirk Swanner

Reference / Contact Phone No: (909) 291-2938

Description of work performed: Traffic Striping and Pavement Markings Maintenance

CONTRACTOR'S AFFIDAVIT OF NON-COLLUSION

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

COREY R. KIRSCHNER

being first duly sworn, deposes and says:

CEO, PRES, VP, SEC, TREA

1. That he/she is the _____ (Title of office if a corporation, "sole owner," "Partner," or other proper title) of ONYX PAVING COMPANY, INC., (hereinafter called "Contractor") who has submitted to the City of Vernon a Bid for the construction of the Alameda Street Repairs at Union Pacific Railroad Crossings, City Contract No. CS-1267.
2. That said Bid is genuine; that the same is not sham; that all statements of fact therein are true;
3. That said Bid is not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not named or disclosed;
4. That Contractor did not, directly or indirectly induce, solicit, agree, collude, conspire or contrive with anyone else to submit a false or sham bid, to refrain from bidding, or withdraw his/her bid, to raise or fix the Bid price of Contractor or of anyone else, or to raise or fix any overhead profit, or cost element of Contractor's price or the price of anyone else; and did not attempt to induce action prejudicial to the interests of the City of Vernon, or of any other Bidder, or anyone else interested in the proposed Contract;
5. That the Contractor has not in any manner sought by collusion to secure for himself an advantage over any other Bidders or induce action prejudicial to the interests of the City of Vernon or of any other Bidder, or anyone else interested in the proposed Contract;
6. That the Contractor has not accepted any bid from any Subcontractor or material supplier through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Contractor from considering any bid from any Subcontractor or material supplier, which is not processed through said bid depository, or which prevent any Subcontractor or material supplier from bidding to any Contractor who does not use the facilities of or accept bids from or through such bid depository;

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7. That the Contractor did not, directly or indirectly, submit the Contractor's Bid 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 to the City of Vernon, or to any person or persons who have partnership or other financial interest with said Contractor in his/her business.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated this 16 day of FEN/2021 at ANAHEIM, CALIFORNIA
Month/Year City State
ONYX PAVING COMPANY, INC.

Contractor (Please Print)



Contractor's Signature

COREY R. KIRSCHNER - CEO, PRES, VP, SEC, TREA

Title

CONTRACTOR'S SIGNATURE MUST BE NOTARIZED

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

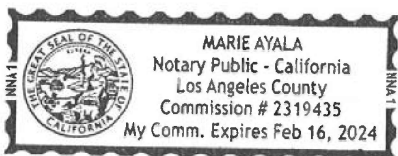
State of California

County of ORANGE

On FEB. 16, 2021 before me, MARIE AYALA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared COREY R. KIRSCHNER
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Marie Ayala
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

THE BIDDER'S INSURANCE COMPANY(S) OR INSURANCE AGENT MUST COMPLETE THIS FORM
AND
THE BIDDER MUST SUBMIT THIS CERTIFICATION WITH THE BID FORMS.

I, the undersigned (Please check one box) ☐ underwriter ☒ agent, certify that I and the Contractor listed below have jointly reviewed the "Insurance Requirements" in these Bidding Documents and the Contract Documents. If the City of Vernon ("City") awards the Contractor the Contract for this project, I will be able—within fourteen (14) calendar days after the Contractor is notified of the Contract's award—to furnish the City with valid insurance forms (including one or more insurance certificates and additional insured endorsements) that fully meet all of the Insurance Requirements.

Wood Gutmann & Bogart Insurance Brokers		2/12/21	
Name of Insurance Company		Date	
George Reisch		Insurance Agent's Name	
Insurance Agent's Name (Printed)		Insurance Agent's Name	
(signature) 			
15901 Red Hill Ave	Tustin	CA	92780
Address	City	State	Zip Code
714-505-7000	714-573-1770	george@wgbib.com	
Telephone Number	FAX Number	Email Address	

ONYX PAVING COMPANY, INC.	CS-1267
Contractor's Name	City Specification Number

Below State the Name of Insurance Company Providing Coverage:
DO NOT write "Will Provide," "To Be Determined," "When Required," or similar phrases.

West American Insurance Co	American Zurich Insurance Co
Commercial General Liability	Automobile Liability
Zurich American Insurance Co	
Workers' Compensation Liability	
City Will Purchase Policy, if required	Evanston Insurance Co
Builders Risk	Pollution Liability

[NOTE TO CONTRACTOR: See "Insurance Requirements" EXHIBIT 4 of the Contract for the requirement of obtaining Pollution Liability Insurance.]

NOTE TO THE UNDERWRITER / AGENT: If the insurance forms that the Contractor submits to the City do not fully comply with the Insurance Requirements, and/or if the Contractor fails to submit the forms within the 14-day time limit, the City may: (1) declare the Contractor's Bid non-responsive, and (2) award the Contract to the next lowest responsible Bidder.

LIVING WAGE COMPLIANCE CERTIFICATION

This contract is subject to the City of Vernon's Living Wage Ordinance, Vernon Municipal Code Chapter 2, Article XVIII ("Ordinance"). The Ordinance requires that service contractors providing labor or services to the City by contract in excess of \$25,000:

- ♦ Pay no less than ten dollars and thirty cents (\$10.30) per hour with medical benefits, or eleven dollars and fifty-five cents (\$11.55) per hour without medical benefits to all employees, as defined in the Ordinance who, at any time, provide labor or delivery services to the City of Vernon. Additionally, on July 1st of each year thereafter the Living Wage rate shall be adjusted by the change in the Federal Bureau of Labor Statistics Consumer Price Index, for the Los Angeles area, for the most recently available 12 month period. Accordingly, current City contractors will be required to adjust wage rates no later than July 1st, to remain in compliance.
- ♦ Notify employees who spend any of their time providing labor or delivering services to the City of Vernon who make less than twelve dollars (\$12) per hour of their possible right to the federal Earned Income Tax Credit (EITC) under § 32 of the Internal Revenue Code of 1954, 26 U.S.C. § 32, and making available to such employees forms required to secure advance EITC payments.
- ♦ If there is a difference between the Vernon Living Wage rates and the California Prevailing wage rates for the same classification of labor, the Contractor and subcontractor shall not pay less than the highest wage rate for that classification.

The selected contractor will be required to show compliance with the Living Wage Ordinance by submitting payroll records as requested by the City. Each record shall include the full name of each employee performing labor or providing services under the contract; job classification; rate of pay and benefit rate.

Provisions of the Living Wage Ordinance may be waived in a bona fide collective bargaining agreement, but only if the waiver is explicitly set forth in clear and unambiguous terms. If this provision applies, you must provide a copy of the collective bargaining agreement to the City.

I do hereby certify and declare under penalty of perjury that if awarded the contract for which this bid/proposal is made. ONYX PAVING COMPANY, INC. will comply with the

(Name of Company)

requirements of the Vernon Living Wage Ordinance, Vernon Municipal Code Chapter 2 Article XVIII and the rules and regulations promulgated thereunder. I understand that failure to comply with the provisions of the Vernon Living Wage Ordinance may result in termination of the contract as well as other penalties as stated in Vernon Municipal Code Chapter 2 Article XVIII.

COREY R. KIRSCHNER - CEO, PRES, VP, SEC, TREA

(Name)

(Title)

2/16/21

(Signature)

(Date)

Please return this form with your bid/proposal. Questions concerning the Living Wage Ordinance should be directed to the Department of Finance – Purchasing Division 323.583.8811.

CERTIFICATE OF EQUAL OPPORTUNITY PRACTICES

City of Vernon
4305 Santa Fe Avenue
Vernon, CA 90058
(323) 583-8811 Fax (323) 826-1435
Internet: www.cityofvernon.org

Article I. Affidavit of Equal Opportunity Employment &
Non-segregation (Form AA-1)

Article II. Vendor List Questionnaire (Forms AA-2 &3)

In order to be placed to the City's vendor list and be eligible to receive City business, you must provide the following information except where indicated as "optional." By submitting this form you are declaring under penalty of perjury under the laws of the State of California and the laws of the United States that the information is true and correct. Furthermore, you are certifying that your firm will adhere to equal opportunity employment practices to assure that applicants and employees are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex or age. And, your firm does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

Name of Company: ONYX PAVING COMPANY, INC.

Business Telephone: 714-632-6699 Fax Number: 714-632-1883
(optional)

Address: 2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806

City: ANAHEIM State: CA Zip 92806

Contact Person COREY KIRSCHNER E-mail Address COREY@ONYXPAVING.NET
(optional)

Tax ID Number (or Social Security Number) 33-0394344

Remit Address (if different)
2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806

Please state clearly and concisely the type(s) of goods and services your company provides:

ASPHALT PAVING, CONCRETE

The following section is OPTIONAL and is for statistical reporting purposes only. Ownership (please check all that apply):

African-American____ Asian____ Armenian____ Hispanic____ Native American____
Disabled____ Female____

Project Workforce Utilization (Form AA-2)

This form is to be included in all bid documents for projects involving labor or services valued at \$25,000 or more.

Instructions: Please indicate the job titles/classifications to be used in the performance of this contract should it be awarded to your firm.

Please indicate the number of employees in each job classification as well as the number of new hires, if any, as a result of this contract.

Name of Company: ONYX PAVING COMPANY, INC. Project: ALAMEDA STREET REPAIRS AT UNION PACIFIC RAILROAD

Job Titles/Classification	Estimated number of existing staff to be employed in this classification if awarded the contract	Estimated number of new hires to be employed in this classification if awarded the contract
laborers	Average 8	0
Cement masons	Average 10	0
OP Eng	Average 6	0
Are any current employees or potential new hires Vernon residents? If so, how many?	0	0



REFERENCES

PROJECT NAME: PAVING THE WAY – PHASE 3

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: 2020 – 2021

CONSULTING COMPANY: CITY OF MONTEBELLO – 1600 W. BEVERLY BLVD, MONTEBELLO, CA 90640

CONTACT PERSON: JAMES ENRIQUEZ 323-887-1462

ORIGINAL CONTRACT AMOUNT: \$1,929,000

FINAL CONTRACT AMOUNT: \$3,149,848.10

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: ADDITIONAL SCOPES OF WORK

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: CITYWIDE STREET IMPROVEMENT PROJECT

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: NOVEMBER 2018

CONSULTING COMPANY: THE HOLT GROUP, INC. – 1601 N. IMPERIAL AVE, EL CENTRO, CA 92243

CONTACT PERSON: JUNY MARMOLEJO 760-337-3883; JAMES G. HOLT 760-337-3883

ORIGINAL CONTRACT AMOUNT: \$420,000

FINAL CONTRACT AMOUNT: \$610,086.27

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: C/O DUE TO ADDED SCOPE OF WORK

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 2019-2020 PAVEMENT REHABILITATION

PROJECT DESCRIPTION: VARIOUS PAVEMENT REHABILITATION

APPROXIMATE CONSTRUCTION DATES: MAY 2020 - SEPTEMBER 2020

AGENCY: CITY OF ARCADIA – 240 W. HUNTINGTON DR, ARCADIA, CA 91007

CONTACT PERSON: JAN BALANAY 626-254-2726

ORIGINAL CONTRACT AMOUNT: \$2,128,000

FINAL CONTRACT AMOUNT: \$ 1,980,917.60

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: AGENCY HAD ADDITIONAL SCOPES IN ORIGINAL BID TO COVER FOR EXTRA WORK.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

ONYX PAVING COMPANY, INC.

2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883



PROJECT NAME: DESERT VIEW AVENUE PROJECT

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: 2019

AGENCY: CITY OF DESERT HOT SPRINGS – 11999 PALM DRIVE, DESERT HOT SPRINGS, CA 92240

CONTACT PERSON: DANIEL PORRAS 760-329-6411

ORIGINAL CONTRACT AMOUNT: \$741,330.98

FINAL CONTRACT AMOUNT: \$741,330.98

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: N/A

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: CITYWIDE VARIOUS STREET IMPROVEMENTS

PROJECT DESCRIPTION: VARIOUS STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: 01/18/2019 – 04/22/2019

AGENCY: CITY OF BANNING – 99 E. RAMSEY ST, BANNING, CA 92220

CONTACT PERSON: KEVIN SIN 951-922-3113

ORIGINAL CONTRACT AMOUNT: \$766,000

FINAL CONTRACT AMOUNT: \$766,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: N/A

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: AVENIDA EMPRESA PAVEMENT REHABILATION

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: 03/15/2019 – 05/18/2019

AGENCY: CITY OF RANCHO SANTA MARGARITA – 22112 EL PASEO, RANCHO SANTA MARGARITA, CA 92688

CONTACT PERSON: NICHOLAS HAECKER 661-902-9987

ORIGINAL CONTRACT AMOUNT: \$576,000

FINAL CONTRACT AMOUNT: \$577,008.89

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: C/O DUE TO QUANTITY ADJUSTMENTS

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

ONYX PAVING COMPANY, INC.

2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883



PROJECT NAME: BETTER NEIGHBORHOOD PROGRAM

PROJECT DESCRIPTION: VARIOUS STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: 9/1/2019 – 11/22/2019

AGENCY: CITY OF INDIO – 100 CIVIC CENTER MALL, INDIO, CA 92201

CONTACT PERSON: ROLDAN LOPEZ 760-541-4227

ORIGINAL CONTRACT AMOUNT: \$420,000

FINAL CONTRACT AMOUNT: \$422,503.68

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: C/O TO ADJUST MANHOLES TO GRADE

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 2018/19 ARTERIAL AND MINOR STREETS MAINTENANCE PHASE 1&2

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: AUG 2020 – MARCH 2021

AGENCY: CITY OF RIVERSIDE – 3900 MAIN ST, RIVERSIDE, CA 92501

CONTACT PERSON: STEVEN HOWARD 951-826-5311

ORIGINAL CONTRACT AMOUNT: \$5,050,000

FINAL CONTRACT AMOUNT: N/A

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: IN PROGRESS

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: FY 18-19 RESIDENTIAL STREET REHABILITATION

PROJECT DESCRIPTION: VARIOUS STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: 07/18/2019 – 12/11/2019

AGENCY: CITY OF PLACENTIA – 401 E. CHAPMAN AVE, PLACENTIA, CA 92870

CONTACT PERSON: MASOUD SEPAHI 714-920-7604

ORIGINAL CONTRACT AMOUNT: \$606,000

FINAL CONTRACT AMOUNT: \$616,241.42

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: C/O DUE TO EXISTING FIELD CONDITIONS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

ONYX PAVING COMPANY, INC.

2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883



LARGE PROJECT REFERENCES

PROJECT NAME: RESIDENTIAL STREET IMPROVEMENT PROJECT

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: SEPT 2020 – NOV 2020

CONSULTING COMPANY: CITY OF ANAHEIM – 200 S. ANAHEIM BLVD, ANAHEIM, CA 92805

CONTACT PERSON: KAL LAMBAZ 714-765-6935

ORIGINAL CONTRACT AMOUNT: \$1,711,000

FINAL CONTRACT AMOUNT: \$1,733,320

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: C/O DUE TO ADDITIONAL SCOPES

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: PAVEMENT REHABILITATION FOR VARIOUS LOCAL STREETS – CDBG FISCAL YEAR 19/20

PROJECT DESCRIPTION: CITYWIDE PAVEMENT REHABILITATION

APPROXIMATE CONSTRUCTION DATES: JAN 2020 - MARCH 2020

CONSULTING COMPANY: CITY OF MORENO VALLEY

CONTACT PERSON: QUANG NGUYEN 951-413-3159

ORIGINAL CONTRACT AMOUNT: \$1,576,000

FINAL CONTRACT AMOUNT: \$1,445,035.72

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: REDUCTION IN QUANTITIES

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: FY 2017-18 RESIDENTIAL STREETS REHABILITATION PROJECT

PROJECT DESCRIPTION: CITYWIDE STREET REHABILITATION

APPROXIMATE CONSTRUCTION DATES: MARCH 2020-JUNE 2020

AGENCY: CITY OF WEST COVINA – 1444 W. GARVEY AVE S., WEST COVINA, CA 91790

CONTACT PERSON: OKAN DEMIRCI OKAN.DEMIRCI@TRANSTECH.ORG

ORIGINAL CONTRACT AMOUNT: \$1,009,000

FINAL CONTRACT AMOUNT: \$1,360,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: SCOPES OF WORK CHANGED BY AGENCY

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

ONYX PAVING COMPANY, INC.

2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883



REFERENCES

<u>GENERAL CONTRACTORS:</u>	<u>JOBS PERFORMED:</u>	<u>LOCATION:</u>	<u>AMOUNT:</u>
Fullmer Construction 1725 S. Grove Ave. Ontario, CA 91761 Ph: 909-947-9467 Fax: 909-947-2970 Contact: Casey Jones	Centerpointe Sycamore Bus. Park Hillwood Hofer Ranch Interchange A-E San Michelle Logistics Terra Francesco	Moreno Valley Riverside Ontario San Bernardino Moreno Valley Ontario	\$3,187,914.00 \$999,708.00 \$603,600.00 \$1,288,615.00 \$670,674.00 \$524,216.00
KCS West, Inc. 901 Corporate Ctr, Dr, 3 rd flr Monterey Park, CA 9174 Ph: 323-269-0020 Fx: 323-263-4576 Contact: Matthew Vawter	BP Refinery Maintenance Shop	Carson	\$896,357.00
GMC Engineering, Inc. 1401 Warner Ave Tustin, CA 92780 Ph: 760-744-133 Fx: 714-247-1041 Contact: Gennady	Edison	Romoland	\$1,623,480.00
Lusardi Construction 1570 Linda Vista Dr. San Marcos, CA 92064 Ph: 760-744-3133 Fax: 760-744-9064 Contact Scott Staley	FEDEX – Otay Mesa Team Nissan Edge at Campus Carmax Seabridge	San Diego Oxnard El Segundo Oxnard Oxnard	\$1,335,530.00 \$669,075.00 \$541,385.00 \$606,443.00 \$329,460.00

ONYX PAVING COMPANY, INC.

2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883



Haagen Company, LLC 12302 Exposition Blvd Los Angeles, CA 90064 Ph: 310-820-1200 Fx: 310-820-1225 Contact: Chris Fahey	Empire Polo Club	Indio	\$1,036,745.00
ARCO National Construction Co. 900 N. Rock Hill Rd St. Louis, MO 63119 Ph: 314-963-0715 Fx: 314-963-7114 Contact: Chris Wilson	Scannell FEDEX	Burbank	\$1,125,958.00
Grant General Contractors 5051 Avenida Encinas Carlsbad, CA 92008 Ph: 760-438-7500 Fx: 760-438-3056 Contact: Pete Burrows	Whittier Area Community Church Crevier BMW	Whittier Santa Ana	\$625,920.00 \$30,600.00



ASPHALT RUBBER HOT MIX REFERENCES:

<u>GENERAL CONTRACTORS:</u>	<u>JOBS PERFORMED:</u>	<u>LOCATION:</u>	<u>AMOUNT:</u>
GMC ENGINEERING, INC. 1401 Warner Ave, Ste B. Tustin, CA 92780 Ph: 714-247-1040 Fx: 714-247-1041 Contact: Gennady Chizik	Katella Ave. St. Improv Various Projects	Los Alamitos	\$120,000.00
R.D OLSON CONSTRUCITON, INC. 2955 Main Street, 3 rd Floor Irvine, CA 92614 Ph: 949-474-2001 Fx: 949-474-1534 Contact: Jeremy Dunn	Lido House Hotel	Newport Beach	\$193,105.00

*IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT COREY KIRSCHNER AT 714-632-6699 OR VIA EMAIL AT **COREY@ONYXPAVING.NET***



CREDIT REFERENCES

ONYX PAVING COMPANY, INC

2890 E. LA CRESTA AVE
ANAHEIM, CA 92806

PHONE: (714) 632-6699

DATE ESTABLISHED 1/4/90

CORP. TAX ID. # 33-0394344

FAX: (714) 632-1883

TYPE OF WORK - ASPHALT PAVING

CONTRACTORS LIC. # 630360-A

PRESIDENT: COREY R. KIRSCHNER

14029 SPRINGWATER LN. EASTVALE, CA 92880

BANK: BANK OF THE WEST

4501 E. LA PALMA AVENUE, ANAHEIM, CA 92807

PHONE: (714) 777-9620 BRYAN PLOESSEL

INSURANCE AGENT: WOOD GUTMANN & BOGART

15901 RED HILL AVE., STE. 100, TUSTIN, CA 92780

PHONE: (714) 824-8384 MICHAEL TRAN

SURETY AGENT:

TURNER SURETY AND INSURANCE BROKERAGE, INC.

5 HUTTON CENTRE, STE. 730, SANTA ANA, CA 92707

PHONE: (714) 915-4032 JEREMY PENDERGAST

CREDIT REFERENCES:

MATCH CORP.

P.O. BOX 10, HIGHLAND, CA 92346

(909) 382-7400 Steve Match

ALL AMERICAN

P.O. BOX 2229, CORONA, CA 92878

(951) 736-7600 Cari

KELTERITE CORP.

12231 PANGBORN AVE. DOWNEY, CA

(562) 401-0011 Gladys

VULCAN MATERIALS CO.

16013 E. FOOTHILL BLVD, IRVINDALE, CA 91702

(858) 530-9414 Debbie

GENERAL CONTRACTOR REFERENCES:

FULLMER CONSTRUCTION

1725 S. GROVE AVE., ONTARIO, CA 91761

(909) 947-9467 Casey Jones

BYROM-DAVEY, INC.

13220 EVENING CREEK DR. SOUTH #103, SAN DIEGO

(858) 513-7199 Steve Davey

PACIFIC CONST. GROUP

17895 SKY PARK CIR., IRVINE, CA 92614

(949) 748-1500 Mark Bundy

ERICKSON-HALL CONST. CO.

500 CORPORATE DR., ESCONDIDO, CA 92069

(760) 796-7700 Justin Sinnott

ONYX PAVING COMPANY, INC.

2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883



RESUME

COMPANY BACKGROUND:

Onyx Paving Company, Inc. is a fully licensed and insured paving general contractor doing business in Southern California since 1990. The below mentioned key individuals have over 45 years of experience in the asphalt paving industry. We pride ourselves in providing quality workmanship at competitive prices and practicing fair honest business ethics.

- COREY KIRSCHNER – CEO, President, Vice President, Secretary, Treasurer
- JAY KIRSCHNER – Operations Manager
- TYLER HENRY – Superintendent

KEY INDIVIDUAL SPECIALIZED EDUCATION:

Corey Kirschner and Jay Kirschner have done over 3,000 paving projects. Corey Kirschner also holds a valid contractor's license.

BACKLOG ALLOCATION:

Corey Kirschner, Jay Kirschner, and Tyler Henry oversee 100% of all current project in attached backlog.

ONYX PAVING COMPANY, INC.

2890 EAST LA CRESTA AVE, ANAHEIM, CA 92806 – TEL (714) 632-6699 – FAX (714) 632-1883



CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

ONYX PAVING COMPANY INC

License Number 630360

to engage in the business or act in the capacity of a contractor in the following classifications:

A - GENERAL ENGINEERING CONTRACTOR
C12 - EARTHWORK AND PAVING

Witness my hand and seal this day,

January 4, 2019

Issued October 9, 1991

A handwritten signature in dark ink, appearing to read "Marlo Richardson".

Marlo Richardson, Board Chair

A handwritten signature in dark ink, appearing to read "David R. Fogt".

David R. Fogt, Registrar of Contractors

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.



STATE LICENSE BOARD
ACTIVE LICENSE



License Number

630360

Entity **CORP**

Business Name

ONYX PAVING COMPANY INC

License Class

A C12

Expiration Date

10/31/2021

www.cslb.ca.gov



Contractor Information

Legal Entity Name
ONYX PAVING COMPANY, INC.
Legal Entity Type
Corporation
Status
Active
Registration Number
1000004798
Registration effective date
07/01/19
Registration expiration date
06/30/22
Mailing Address
2890 E. LA CRESTA AVENUE ANAHEIM 92806 CA United States of America
Physical Address
2890 E. LA CRESTA AVENUE ANAHEIM 92806 CA United States of America
Email Address
anar@onyxpaving.net
Trade Name / DBA
License Number (s)
CSLB:630360

Registration History

Effective Date	Expiration Date
06/25/18	06/30/19
05/08/17	06/30/18
05/25/16	06/30/17
06/10/15	06/30/16
01/06/15	06/30/15
07/01/19	06/30/22

Legal Entity Information

Corporation Entity Number: 630360
Federal Employment Identification Number: COREY R. KIRSCHNER
Vice President Name: COREY R. KIRSCHNER
Treasurer Name: COREY R. KIRSCHNER
Secretary Name: COREY R. KIRSCHNER
CEO Name: ANA RAYPON
Agency for Service: 2890 E. LA CRESTA AVENUE ANAHEIM 92806 CA United States of America
Agent of Service Name: ANA RAYPON
Agent of Service Mailing Address: 2890 E. LA CRESTA AVENUE ANAHEIM 92806 CA United States of America

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

ONYX PAVING COMPANY INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2890 E LA CRESTA AVE

6 City, state, and ZIP code

ANAHEIM, CA 92806

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

33 - 0394344

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► APRIL 28, 2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wood Gutmann & Bogart 15901 Red Hill Ave., Suite 100 License 0679263 Tustin CA 92780	CONTACT NAME: Michael Tran PHONE (A/C, No, Ext): 714-824-8384 FAX (A/C, No): 714-573-1770 E-MAIL ADDRESS: mtran@wgbib.com
INSURED Onyx Paving Company, Inc. 2890 E. La Cresta Avenue Anaheim CA 92806-1816	INSURER(S) AFFORDING COVERAGE INSURER A: West American Ins Co 44393 INSURER B: Zurich American Insurance Co. 16535 INSURER C: Scottsdale Insurance Company 41297 INSURER D: AGCS Marine Insurance Company 22837 INSURER E: AMERICAN ZURICH INS CO 40142 INSURER F:

COVERAGES

CERTIFICATE NUMBER: 562908577

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			BKW59627044	3/14/2020	3/14/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
E	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			BAP106300602	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			XLS0113355	3/14/2020	3/14/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A			WC106300502	10/1/2020	10/1/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Equipment Leased/Rented			MXI93085311	3/14/2020	3/14/2021	Limit of Insurance \$250,000

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

CERTIFICATE HOLDER

CANCELLATION

Proof of Coverage

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONSTRUCTION PROJECT(S) - GENERAL AGGREGATE LIMIT
(PER PROJECT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C Medical Payments**, which can be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:
1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations .
 2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C Medical Payments**, which cannot be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of **Section III - Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply.



ONYX PAVING COMPANY, INC.

License # 630360 – DIR # 1000004798

**UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS OF
ONYX PAVING COMPANY, INC.
(a California corporation)**

October 28, 2020

The undersigned director, constituting the entire board of directors (the “**Board**”) of Onyx Paving Company, Inc., a California corporation (the “**Corporation**”), hereby takes the following actions, adopts the following resolutions, and transacts the following business, by written consent without a meeting, as of the date above written, pursuant to Section 307(b) of the General Corporation Law of the State of California and the Corporation’s Bylaws:

Approval of Loan Transaction

WHEREAS, Corey Kirschner is currently the Corporation’s Chief Executive Officer, and Chief Financial Officer (the “**Officer**”) with authority to enter into contracts on behalf of the Corporation.

WHEREAS, the Corporation opportunities from time to time to bid on various governmental and non-governmental projects;

WHEREAS, after careful consideration, the Board has determined that the terms and conditions of the proposed project in the form of the bid attached hereto as Exhibit A (the “**Project**”) are just and equitable and fair as to the Corporation and that it is in the best interests of the Corporation and its stockholder to submit the bid and complete the Project subject to the terms agreed upon by the parties.

NOW, THEREFORE, BE IT RESOLVED, the Board on behalf of the Corporation hereby approves and ratifies the Project in all respects, and hereby authorize and direct the Corporation to negotiate, execute, deliver and perform the terms of all documents, required in connection with the Project, together with such changes thereto as may be approved by the Officer executing the same on behalf of the Corporation (pursuant to the authorization provided herein), such approval of the Officer to be conclusively evidenced by its execution and delivery of same.

RESOLVED FURTHER, that the Officer may execute and deliver any and all agreements and any and all other documents and instruments, and take such further actions as may be necessary or appropriate, for the financing of the Corporation.

RESOLVED FURTHER, that the Officer is hereby authorized, directed, and empowered to execute and deliver any and all agreements and any and all other documents and instruments, and take such further actions as may be necessary or appropriate, for the consummation of the Project.

RESOLVED FURTHER, that the Officer, in the name of the Corporation, is hereby authorized, directed, and empowered to negotiate, execute and deliver to the applicable counterparty, any and all documents with respect to the Project and other instruments as may be reasonably requested, and the Officer on behalf of the Corporation is authorized from time to time to execute renewals or extensions or other instruments as may be necessary.

RESOLVED FURTHER, that the authority given hereunder shall be deemed retroactive and any and all acts authorized hereunder performed prior to the passage of this resolution are hereby ratified and affirmed.

The Secretary of the Corporation is directed to file the original executed copy of this Consent with the minutes of proceedings of the Corporation.

[Signature page follows]



ONYX PAVING COMPANY, INC.

License # 630360 – DIR # 1000004798

IN WITNESS WHEREOF, the undersigned has executed this **Unanimous Written Consent of the Board of Directors** as of the date first above written.

A handwritten signature in dark ink, appearing to be "Corey Kirschner", written over a horizontal line.

Corey Kirschner

City Council Agenda Item Report

Agenda Item No. COV-693-2021
Submitted by: Diana Figueroa
Submitting Department: City Administration
Meeting Date: July 20, 2021

SUBJECT

Fiscal Year 2020-2021 Vernon CommUNITY Fund Grant Committee Activity Report

Recommendation:

Receive and file the report, as it is being provided for informational purposes only.

Background:

As one of the key elements of the City's good governance reforms, the City Council created the Vernon CommUNITY Fund (VCF) to provide grants to charitable and governmental entities for projects and programs that benefit those residing and working in Vernon. Given the exclusively industrial nature of Vernon, the City Council determined that the VCF was in the best interest of the City and its residents, businesses, and workers.

On February 4, 2014, the City Council established the Vernon CommUNITY Fund Grant Committee (Grant Committee) and provided the basic guidelines and operational procedures for said Committee and its officers, including those related to the allocation of funds and the processes for reviewing and ranking applications and awarding grants.

Fiscal Year 2020-2021 Funding

Pursuant to Vernon Municipal Code Section 2.164, the City Council may appropriate funds to the VCF. Through the normal budgetary process, City Council authorized an amount of \$500,000 to the VCF for fiscal year (FY) 2020-2021. The Grant Committee was required to allocate funds for FY 2020-2021 in accordance with the following formula:

- 1) Administrative Costs shall be determined for the fiscal year and the amount shall be allocated for payment from funds appropriated to the VCF.
- 2) The remainder of available funds in any fiscal year may be awarded to proposals to expend funds on direct services and/or scholarship grants. No single grant of this type shall be in an amount more than \$250,000.

Direct Service Grant Awards

The Grant Committee held a single grant award meeting during the 2020-2021 Fiscal Year to focus exclusively on Direct Service grantmaking. There were a total of eleven (11) Direct Service Grant Awards approved for FY 2020-2021. All grantees and their awarded amounts are listed in the attached table. The total amount awarded for Direct Service Grants was \$373,325.

Scholarship Grant Awards

The Grant Committee approved an allocation in the amount of \$20,000 toward the VCF Scholarship Program in FY 2020-2021. As such, the Grant Committee awarded \$20,000 in scholarship grants to a total of six (6) high school seniors from the Vernon Area at its May 19, 2021 Grant Committee meeting.

Related Administrative Expenditures

The administrative management of Vernon CommUNITY Fund grant activities is conducted in partnership with Jemmott Rollins Group, Inc. (JRG), who is under contract with the City to provide administrative management for the VCF. JRG has extensive experience in non-profit grant-making and grants management and specialized knowledge of ethics and principles governing the grant-making process.

During FY 2020-2021, JRG was instrumental in the City's ability to accept applications, evaluate submissions and, ultimately, award 17 grants with a grand total value of \$393,325. For FY 2020-2021, administrative management services for Vernon CommUNITY Fund Grant Committee activities totaled \$106,675 (a yearly reduction of \$67,825 from the previous year). The total budgeted cost for their services in FY 2021-2022 remains at \$106,675, which will be paid from the approved Vernon CommUNITY Fund monetary allocation.

A \$500,000 VCF allocation was approved by City Council during the adoption of a Citywide budget for FY 2021-2022. VCF Direct Service Grants amounting to approximately \$373,325 will be awarded at the November 2021 Grant Committee meeting and VCF Scholarship Grants totaling \$20,000 will be awarded in May of 2022. The number of grantees and amounts awarded will depend upon the pool of applicants, their proposed projects, and/or funds available.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [FY 2020-2021 Grantee Awards List](#)

Vernon CommUNITY Fund Grant Awardees for FY 2020-2021

Grantee	Docket #	Amount Awarded
Direct Service Grants		
Alzheimer's Greater Los Angeles	I	\$17,475
Camp TLC at East LA Rising	I	\$45,850
Center for Nonviolent Education & Parenting	I	\$40,000
Chicas Rockeras South East Los Angeles	I	\$25,000
East LA Community Corporation	I	\$60,000
Girl Scouts of Greater Los Angeles	I	\$30,000
Girls on the Run of Los Angeles County	I	\$20,000
Human Services Association	I	\$25,000
Southeast Churches Service Center	I	\$50,000
Woodcraft Rangers	I	\$30,000
YWCA Greater Los Angeles	I	\$30,000
Subtotal Direct Service Grants		\$373,325
Scholarship Grants		
Applicant #3 – Dianne Ayala	II	\$3,700
Applicant #1 – Anahy Bautista	II	\$3,700
Applicant #6 – Miguel Cocoltzi	II	\$2,600
Applicant #2 – Daniella Hernandez	II	\$2,600
Applicant #4 – Emily Mojica	II	\$3,700
Applicant #5 – Melissa Ponce	II	\$3,700
Subtotal Scholarship Grants		\$20,000
GRAND TOTAL GRANT AWARDS	17 IN ALL CATEGORIES	\$393,325

City Council Agenda Item Report

Agenda Item No. COV-700-2021

Submitted by: Nicholas Perez

Submitting Department: Police Department

Meeting Date: July 20, 2021

SUBJECT

Taskforce for Regional Autotheft Prevention (TRAP) Memorandum of Understanding

Recommendation:

Approve and authorize the City Administrator and Chief of Police to execute a Memorandum of Understanding (MOU) and Funding Agreement between the County of Los Angeles Sheriff's Department and the City of Vernon.

Background:

The Vernon Police Department (VPD) will be dedicating one Detective to participate in TRAP. TRAP is Los Angeles County's regional, multi-jurisdictional, multi-agency taskforce that investigates organized vehicle theft and vehicle fraud. Participating agencies are comprised of law enforcement and prosecutorial personnel from public agencies within Los Angeles County, including police officers, deputies, California Highway Patrol investigators, and prosecutors.

Historically, the VPD has participated in TRAP for nearly 16 years (1997-2013). Participation in TRAP has been beneficial for the VPD. Each assigned Detective has gained vast experience and knowledge from the taskforce investigations. The VPD has also utilized resources from the taskforce with multifaceted investigations when there is a need for additional personnel and expertise. In 2013, the VPD discontinued participation in TRAP due to low staffing levels.

In renewing its partnership with the County of Los Angeles Sheriff's Department (LA County), the VPD will promote a coordinated effort and encourage maximum cooperation between all law enforcement and prosecutorial agencies in LA County to deter and reduce the incidents of vehicle theft, to increase the recovery rate of stolen vehicles, to identify trends and patterns in vehicle theft, to provide training and expertise to participating agencies countywide, and to coordinate a deterrence program in conjunction with the private sector.

The Sheriff of Los Angeles County, as the Regional Coordinator, administers TRAP policy, procedures, and affairs. TRAP has provided an MOU and Funding Agreement for the purposes of integrating resources to combat vehicle theft. As set forth in the terms and guidelines of said MOU, Vernon will receive reimbursement of salary, benefits, and overtime for the Vernon Detective assigned to TRAP, and will be assigned a vehicle for TRAP related activities. The term of the MOU shall commence upon its execution by both LA County and the City of Vernon, and may be terminated upon the mutual written consent of LA County and the City of Vernon.

The TRAP MOU and Funding Agreement have been reviewed and approved as to form by the City Attorney's Office.

Fiscal Impact:

The County of Los Angeles shall assign a vehicle to the City for TRAP activities, and shall reimburse the Vernon Police Department for actual investigator salary and benefits, including any approved overtime incurred while performing TRAP duties.

Attachments:

1. [TRAP MOU and Funding Agreement](#)

**MEMORANDUM OF UNDERSTANDING
FOR
TASKFORCE FOR REGIONAL AUTOTHEFT
PREVENTION**

JANUARY 1, 2018

MEMORANDUM OF UNDERSTANDING FOR TASKFORCE FOR REGIONAL AUTOTHEFT PREVENTION

This Memorandum of Understanding ("MOU") for the Taskforce for Regional Autotheft Prevention ("TRAP") is made and entered into by and between those public agencies which are a signatory to this MOU. The undersigned public agencies ("participating agencies") do hereby join together to form a consolidated task force for the purpose of integrating investigative and prosecutorial resources to address the expanding vehicle theft problem in Los Angeles County. This MOU shall be dated January 1, 2018 for reference purposes only.

This MOU supersedes all prior memoranda of understanding for the Taskforce for Regional Autotheft Prevention. This MOU shall be the operative document governing Taskforce for Regional Autotheft operations, and all prior memoranda of understanding for the Taskforce for Regional Autotheft are hereby terminated.

PART I BACKGROUND, MISSION STATEMENT, AND MANAGEMENT STRUCTURE

ARTICLE 1: TASK FORCE ESTABLISHED

- 1.1 On July 28, 1992, the Los Angeles County Board of Supervisors adopted a resolution to impose a one dollar (\$1) vehicle registration fee on vehicles, as authorized by Senate Bill 2139, codified at California Vehicle Code section 9250.14. On September 29, 2000, in addition to the one dollar (\$1) vehicle registration fee, the California Legislature authorized the collection of an additional two dollar (\$2) vehicle registration fee on commercial vehicles, effective January 1, 2001. On May 5, 2015, the Los Angeles County Board of Supervisors adopted a resolution to increase the vehicle registration fees from one dollar (\$1) to two dollars (\$2) on vehicles and from two dollars (\$2) to four dollars (\$4) on commercial vehicles. The revenue generated is designated for use in the deterrence, investigation, and prosecution of vehicle theft in Los Angeles County.
- 1.2 The Sheriff of Los Angeles County ("Sheriff"), as the Regional Coordinator of this effort, with the Chief Executive Officer ("CEO"), in conjunction with the Countywide Criminal Justice Coordination Committee ("CCJCC"), developed a consolidated vehicle theft curtailment program ("Program") to integrate resources against vehicle theft.

ARTICLE 2: TASK FORCE NAME

- 2.1 The name of the Program shall be the Taskforce for Regional Autotheft Prevention ("TRAP").

ARTICLE 3: MISSION STATEMENT

- 3.1 The mission of TRAP is to promote a coordinated effort and encourage maximum cooperation between all law enforcement and prosecutorial agencies in Los Angeles County to deter and reduce the incidents of vehicle theft, to increase the recovery rate of stolen vehicles, to identify trends and patterns in vehicle theft, to provide training and expertise to participating agencies countywide, and to coordinate a deterrence program in conjunction with the private sector.
- 3.2 TRAP will target, investigate, and prosecute individuals involved in vehicle theft, particularly those professional thieves who organize, direct, finance, or otherwise engage in commercial vehicle theft for profit.
- 3.3 TRAP will identify locations used in connection with vehicle theft offenses, including legitimate "front" business locations (i.e., body shops and auto dismantlers) which operate as commercial "chop shops," and take appropriate action.
- 3.4 TRAP will provide training and expertise for participating agencies throughout Los Angeles County.
- 3.5 TRAP will seek input and solicit cooperation from the private sector to coordinate a public deterrence program.

ARTICLE 4: BOARD OF ADVISORS

- 4.1 In keeping with the multi-agency concept of this Program, CCJCC, through its Executive Steering Committee, will act as the Board of Advisors for TRAP and will be responsible for advising the Regional Coordinator on policy and overall strategy for the Program.

ARTICLE 5: REGIONAL COORDINATOR

- 5.1 The Sheriff shall serve as the Regional Coordinator for TRAP. The Regional Coordinator shall administer the policy, procedures, and affairs of TRAP, subject to the recommendations of CEO and CCJCC, through its Executive Steering Committee.

- 5.2 The Regional Coordinator shall direct the Project Director to purchase/lease equipment, assets, office space, and resources to support the investigative, prosecutorial, and deterrence functions of TRAP.
- 5.3 The Regional Coordinator shall ensure that accurate books of account, showing in detail all financial transactions relating to TRAP, including all costs, expenses or charges paid, are maintained.
- 5.4 All books and records shall be open to inspection at all times during normal business hours by authorized representatives of participating agencies.
- 5.4 The Regional Coordinator shall direct the Project Director to cause the books of account and other financial records to be audited annually.
- 5.5 The Regional Coordinator, in consultation with CCJCC, shall review and adopt the annual budget for TRAP prior to July 1st of each fiscal year.

ARTICLE 6: PROJECT DIRECTOR

- 6.1 The Project Director for TRAP shall be selected by the Regional Coordinator, after considering the recommendations of the CCJCC Executive Steering Committee. The Project Director shall be of senior law enforcement management rank that will provide a wide range of operational authority to TRAP.
- 6.2 The Project Director shall be responsible for planning, staffing, directing, organizing, coordinating, budgeting, auditing, and reporting all tasks, functions, and resources of TRAP.
- 6.3 The Project Director shall be responsible for resource allocations and day-to-day management of all TRAP assets. The re-deployment of personnel due to special events shall only be made with the approval of the Project Director after consultation with the requesting participating agency.
- 6.4 The Project Director shall prepare and submit to the Regional Coordinator and the CCJCC Executive Steering Committee the annual budget of TRAP for the next succeeding fiscal year in time for revision and adoption prior to July 1st of each fiscal year.
- 6.5 The Project Director shall perform all duties as set forth in this Article 6 (Project Director) and throughout this MOU.

ARTICLE 7: TERM AND TERMINATION OF MOU

- 7.1 This term of this MOU shall commence upon execution of this MOU by the County of Los Angeles and not less than one other participating agency and shall continue indefinitely until terminated as provided herein.
- 7.2 This MOU may be terminated upon the mutual written consent of the participating agencies.
- 7.3 If fewer than two participating agencies remain active participants on TRAP, then this MOU shall terminate immediately.

ARTICLE 8: AMENDMENT OF MOU

- 8.1 Any and all amendments to this MOU shall be in the form of a formal written amendment executed by authorized representatives of all participating agencies.
- 8.2 This MOU may only be amended upon recommendation by the Regional Coordinator, following consultation with, and agreement by, the CCJCC Executive Steering Committee and the CEO. All participating agencies will be notified of any proposed changes to this MOU.

ARTICLE 9: PARTICIPATING AGENCIES

- 9.1 The participating agencies shall be those public agencies that have executed this MOU.
- 9.2 TRAP will be comprised of law enforcement and prosecutorial personnel from public agencies within Los Angeles County, including police officers, sheriff's deputies, California Highway Patrol investigators, and prosecutors.
- 9.3 TRAP may include, in a non-reimbursed capacity, agents from the Federal Bureau of Investigation, the National Insurance Crime Bureau, the United States Department of Homeland Security Customs Protection, the California Department of Motor Vehicles, and/or other concerned public agencies, at the discretion of the Project Director.

ARTICLE 10: TERMINATION OF PARTICIPATION BY PARTICIPATING AGENCY

- 10.1 A participating agency's participation in TRAP shall commence upon execution of this MOU by the participating agency and shall continue until terminated by the participating agency in the manner provided below.
- 10.2 A participating agency may terminate its participation in TRAP by providing sixty (60) calendar days advance written notice to the Project Director. The sixty (60) day period will provide for the timely transfer of assignment and selection of replacement personnel.

ARTICLE 11: DISTRIBUTION OF ASSETS SEIZED

- 11.1 TRAP, when developing case investigations, shall use both civil and criminal forfeiture statutes in the seizure of assets. State and federal asset seizure programs will be utilized by TRAP. It is agreed that the assets seized by TRAP will be used to enhance future TRAP operations. Individual seizures in excess of \$1,000,000 shall be reviewed by the CCJCC Executive Steering Committee for a recommendation to the Regional Coordinator on appropriate disbursement. In the event a decision is made to disburse any excess assets, such assets shall be divided based upon the following formula, developed by mutual consent of the participating agencies:
 - A. Seventy-five percent (75%) of the involved assets will be divided among the participating agencies. The formula for distribution shall be as follows:
 1. Thirty-three and one-third percent (33⅓%) to the Los Angeles County Sheriff's Department
 2. Thirty-three and one-third percent (33⅓%) to the Los Angeles Police Department
 3. Thirty-three and one-third percent (33⅓%) to the other reimbursed participating agencies (with the exception of District Attorney's Office and California Highway Patrol who serve in an administrative capacity), disbursed through the Los Angeles County Police Chiefs' Association
 - B. Twenty-five percent (25%) of the involved assets shall be disbursed to the TRAP Program Operating Fund upon approval by the CCJCC Executive Steering Committee.
 - C. Disbursement will be calculated after administrative costs and federal and state costs have been deducted.

ARTICLE 12: PROGRAM FUNDING

- 12.1 On September 6, 2013, Assembly Bill 767 was passed and signed into law by the California Legislature. The bill amended California Vehicle Code section 9250.14 to eliminate the sunset date and authorize the collection of Program funding indefinitely.

ARTICLE 13: DISPOSITION OF ASSETS UPON DISSOLUTION OF TRAP

- 13.1 Upon the dissolution of TRAP, any assets acquired by TRAP during the period of operation and still on hand shall be distributed to participating agencies, on the basis of appraised value at the time of dissolution, based upon the following formula:
- A. Thirty-three and one-third percent (33 $\frac{1}{3}$ %) to the Los Angeles County Sheriff's Department
 - B. Thirty-three and one-third percent (33 $\frac{1}{3}$ %) to the Los Angeles Police Department
 - C. Thirty-three and one-third percent (33 $\frac{1}{3}$ %) to the other reimbursed participating agencies, agencies (with the exception of District Attorney's Office and California Highway Patrol who serve in an administrative capacity), disbursed through the Los Angeles County Police Chiefs' Association

PART II OPERATIONAL STANDARDS, STRUCTURE, AND PERSONNEL

ARTICLE 1: OPERATING STANDARDS

- 1.1 All matters governing TRAP operating standards and procedures will be accomplished within constitutional guidelines, ensuring the rights of citizens and considering the duty of law enforcement to deter crime and detect, arrest, and prosecute individuals engaged in illicit activity.

ARTICLE 2: STRUCTURE

- 2.1 TRAP shall consist of three groups: the Headquarters Group, the Black Investigative Group, and the Gray Investigative Group.
- A. The Headquarters Group shall be responsible for the administrative operation of TRAP.
 - B. The Black Investigative Group shall be responsible for enforcement activities within specifically defined areas within Los Angeles County. Boundaries shall be determined by the Project Director and shall include all incorporated and unincorporated areas of the County and City of Los Angeles. The Black Investigative Group shall consist of the following three investigative teams:
 - 1. North Team
 - 2. West Team
 - 3. South Team
 - C. The Gray Investigative Group shall be responsible for enforcement activities within specifically defined areas within Los Angeles County. Boundaries shall be determined by the Project Director and shall include all incorporated and unincorporated areas of the County and City of Los Angeles. The Gray Investigative Group shall consist of the following three investigative teams:
 - 1. East Team
 - 2. Central Team
 - 3. South Bay Team
- 2.2 Team boundaries, which will be determined by the Project Director, shall not restrict or prohibit the necessary case follow up, investigation, or assistance by one team in any other team area.

- 2.3 Groups and teams shall be established in phases based on the receipt of necessary funding during the first year and at the direction of the Project Director.

ARTICLE 3: SUPERVISION

- 3.1 Each investigative group shall be managed by an Area Lieutenant.
- 3.2 There shall be two (2) Area Lieutenants, one from the Los Angeles County Sheriff's Department and one from the Los Angeles Police Department, which shall be appointed by the respective participating agency.
- 3.3 Area Lieutenants shall be responsible for the leadership and management of the teams assigned to their respective investigative group.
- 3.4 Each regional team shall be supervised by a Team Supervisor of the rank of sergeant or supervisory detective.
- 3.5 Team Supervisors shall be selected by Area Lieutenants, in consultation with the Project Director, from candidates submitted by the involved participating agencies. Selections may involve an interview process and shall in all cases be in full compliance with prevailing participating agency procedures.
- 3.6 Team Supervisors shall be responsible for the supervision of personnel assigned to their respective teams, the vehicle theft issues in their area of responsibility, and the tasks assigned to their teams.
- 3.7 Participating agency personnel assigned to TRAP shall work full time under the direct daily supervision of Area Lieutenants and Team Supervisors. Area Lieutenants and Team Supervisors shall be under the supervision of the Project Director.
- 3.8 All participating agency personnel assigned to TRAP shall follow all policies, procedures, training, and tactical guidelines enacted for the Program. Should any of the aforementioned policies, procedures, or guidelines conflict with the policy, procedures, guidelines, training, or tactical guidelines of a participating agency, the participating agency's personnel shall immediately bring the conflict to the attention of a supervisor. The participating agency personnel shall abide by the directives of the participating agency until such conflict is resolved. The Project Director shall ensure that the appropriate action to resolve the conflict is initiated without delay.

ARTICLE 4: PERSONNEL SELECTION

- 4.1 Participating agencies shall nominate experienced investigators and qualified investigative trainees for assignment to TRAP. All investigative positions shall be

filled by sworn personnel only. Final personnel selection decisions will be made by the Project Director, in consultation with the concerned participating agency heads. Selection may involve an interview process.

- 4.2 Participating agency representation on TRAP will be based on the agreed-upon funding levels and shall be as set forth in a separate Funding Agreement for Taskforce for Regional Autotheft Prevention, substantially similar to Exhibit A, Funding Agreement for Taskforce for Regional Autotheft Prevention, of this MOU, by and between the County of Los Angeles and the participating agency.
- 4.3 Based on the expertise required to conduct vehicle theft investigations, a one (1) year minimum assignment is strongly recommended for TRAP personnel. Nothing in this MOU prevents any assigned TRAP personnel from returning to his/her participating agency for any reason based on agreed upon procedures.
- 4.4 Personnel may be terminated from the Program and returned to their respective participating agencies for failure to adhere to Program policies and procedures, at the discretion of the Project Director, in consultation with concerned participating agency heads.
- 4.5 Personnel suffering injury or illness resulting in extended absence or light duty status may be evaluated and returned to the participating agency at the discretion of the Project Director, in consultation with concerned participating agency heads.

ARTICLE 5: PROSECUTORIAL SUPPORT

- 5.1 In support of TRAP's mission, the Los Angeles County District Attorney's Office will assign Deputy District Attorneys, Deputy District Attorneys In-Charge, and/or other agreed upon personnel to TRAP to advise, assist, and coordinate prosecutorial activity related to TRAP.
- 5.2 The District Attorney's Office's representation on TRAP will be based on the agreed-upon funding levels and shall be as set forth in a separate Funding Agreement for Taskforce for Regional Autotheft Prevention, substantially similar to Exhibit A, Funding Agreement for Regional Autotheft Prevention, of this MOU, by and between the Los Angeles County Sheriff's Department and the Los Angeles County District Attorney's Office. As necessary, prosecutorial participation will be evaluated and modified, if appropriate, based on work load and budget considerations.
- 5.3 TRAP personnel shall continue to have access to respective Branch Offices for prosecutorial support, at no additional cost to the Program.

ARTICLE 6: CASE PRIORITIZATION

- 6.1 Case priorities will be determined by, but not limited to, the sophistication of the enterprise, community impact, personnel and/or equipment availability, and workable investigative leads.
- 6.2 It shall be the policy of the Program to respond to requests for case development assistance from participating agencies whose situation demands expertise or resources beyond their existing limitations, based on the availability and priorities of TRAP. If TRAP assistance is provided and TRAP becomes extensively involved in an ongoing investigation, TRAP may elect, by mutual agreement, to become the primary investigative unit on the case.
- 6.3 Proactive enforcement will be the primary activity of TRAP teams and will include suspect and location identification, investigation, report preparation, and suspect arrest and prosecution. All manner of vehicle theft will be targeted, but emphasis will be placed on professional, commercial auto theft operations.

ARTICLE 7: CRIME PREVENTION PROGRAM

- 7.1 TRAP will coordinate a vehicle theft crime prevention program utilizing private sector support, community groups, and the media to inform and educate the citizens of Los Angeles County regarding the vehicle theft problem. The intent of the vehicle theft crime prevention program will be to enhance public awareness and encourage community participation to deter vehicle theft.
- 7.2 TRAP will share best practices for community outreach with law enforcement agencies, community based organizations, and the private sector to enhance awareness of current trends and deterrents.
- 7.3 TRAP will coordinate events, workshops, and seminars that bring together government and the community to create relationships and mutual understanding.

ARTICLE 8: VEHICLES

- 8.1 TRAP will provide TRAP vehicles to participating agency personnel assigned to TRAP for use in carrying out TRAP-related activities.
- 8.2 Participating agencies shall provide and maintain automobile liability/hold harmless insurance coverage (or a program of self-insurance) associated with its personnel's temporary possession of, or use, of TRAP-provided vehicles in accordance with established participating agency policies and procedures.

ARTICLE 9: TRAINING

- 9.1 All required participating agency training shall be attended by its personnel assigned to TRAP. A Team Supervisor shall be notified of scheduled training as soon as possible. If necessary, TRAP will schedule additional training for assigned personnel consistent with TRAP's stated mission and goals.

ARTICLE 10: EQUIPMENT

- 10.1 TRAP will provide participating agency personnel with necessary TRAP assets, including supplies, investigative equipment, communication equipment, and technical equipment for all TRAP-related activities. Such assets, supplies, and equipment shall remain the property of TRAP and will be funded from the Program Operating Budget.

PART III ADMINISTRATIVE GUIDELINES

ARTICLE 1: POLICY

- 1.1 All participating agency personnel assigned to TRAP shall be expected to conform to their participating agency's policies, procedures, and tactical guidelines as well as any additional policies and procedures set forth by TRAP.

ARTICLE 2: REPORTING FORMAT

- 2.1 Investigative reports shall be completed in a timely manner and shall describe TRAP activities fully, exactly, and plainly.
- 2.2 Copies of all case reports shall be kept in the respective team office under an in-house file number until completion of the case, at which time reports will be maintained in a centralized records retention file, managed by TRAP, pursuant to standardized document destruction procedures. Original copies of case reports shall be forwarded to the involved law enforcement agency for required distribution and record keeping.
- 2.3 Report forms used to document case activities shall be those used by the Los Angeles County Sheriff's Department.

ARTICLE 3: RELEASE OF INFORMATION

- 3.1 Large scale investigations are sensitive. Protection of sources of information and managing information about areas of criminal activity are absolutely essential. Dissemination of information and reports will be done on a "need-to-know/right-to-know" basis in compliance with existing state and federal laws. Questions about the appropriateness of releasing case information will be referred to the Project Director, who will coordinate the dissemination of information.
- 3.2 TRAP will cooperate with the news media to assist them in obtaining information on matters of public interest. However, certain information must remain confidential in order to protect the constitutional rights of the accused, to avoid interfering with a TRAP investigation, or because it is legally privileged.
- 3.3 The Project Director shall be responsible for the dissemination or coordination of press releases. All participating agencies will be notified, time permitting, prior to any media releases. Notification will be made in all cases prior to any formal press briefing.

ARTICLE 4: ACTIVITY REPORTS

- 4.1 Team Supervisors shall prepare monthly activity reports detailing team activities for each Area Lieutenant. These activity reports shall be forwarded to the Project Director and shall serve as the basis for quarterly reports to the Sheriff and the CCJCC Executive Steering Committee.
- 4.2 The Project Director shall submit a quarterly operational report within fifteen (15) calendar days of the close of a calendar quarter. Copies of the quarterly report shall be forwarded to all participating agencies.

ARTICLE 5: DOCUMENT SECURITY

- 5.1 All TRAP reports and records shall be designated CONFIDENTIAL. This material shall be secured under lock and key when unattended.
- 5.2 Access to files shall be on a "need-to-know/right-to-know" basis.
- 5.3 Case files being actively worked will be kept under the direct control of TRAP until the investigation is concluded.
- 5.4 Cases with no workable leads, or cases that have not been worked after one (1) year will be handled pursuant to lawful standardized document destruction procedures.
- 5.5 At no time will official reports or evidence be kept or stored anywhere but the designated offices of TRAP or the evidence room or records section of the involved participating agency.
- 5.6 The management of information shall always be done in strict accordance with applicable local, state, and federal laws.
- 5.7 Monthly activity reports and other such similar TRAP materials are prepared specifically for TRAP, the participating agencies, and/or the CCJCC Executive Steering Committee and shall be considered and marked CONFIDENTIAL.

ARTICLE 6: MULTI-AGENCY CONCERNS

- 6.1 Citizens Complaints
 - A. Any complaint from an individual alleging misconduct by personnel assigned to TRAP will be directed to the appropriate Area Lieutenant for immediate assignment and preliminary fact finding.

- B. The Area Lieutenant will immediately notify the Project Director. The Project Director will notify the concerned personnel's participating agency and provide them with all available information regarding the incident. Final determination of investigative responsibility will be made following discussion with the concerned participating agency. Disciplinary action will be recommended and approved solely by the concerned participating agency.

6.2 Employee Evaluations

- A. Area Lieutenants and Team Supervisors will assist appropriate participating agency supervisors in completing fair and objective evaluations for rating periods involving taskforce assignments. The participating agency's evaluation form will be used, and all final evaluations shall remain with the participating agency at all times.

6.3 On-Duty Traffic Collisions

- A. Non-Injury: If personnel assigned to TRAP are involved in a traffic collision while on-duty which does not result in injury or death, then the Area Lieutenant shall make the following notifications:

1. The Project Director
2. A supervisor from the involved personnel's participating agency
3. A supervisor from the law enforcement agency where the incident occurred

Appropriate reports will be completed in compliance with legal requirements and participating agency policy.

- B. Injury or Death: If personnel assigned to TRAP are involved in a traffic collision while on-duty which results in injury or death, then the Area Lieutenant shall make the following notifications:

1. The Project Director, who will immediately notify the Sheriff and the Chairperson of the CCJCC Executive Steering Committee
2. A supervisor from the involved personnel's participating agency
3. A supervisor from the law enforcement agency where the incident occurred
4. California Highway Patrol

Appropriate reports will be completed in compliance with legal requirements and participating agency policy.

6.4 TRAP Personnel Injury

- A. When personnel assigned to TRAP are injured on-duty, the Area Lieutenant will notify the Project Director. An involved participating agency supervisor will be notified and procedures will be followed as required by the concerned participating agency. In case of an emergency, personnel assigned to TRAP will receive immediate medical attention in the most expedient manner. In order to assist the Area Lieutenant in ensuring that personnel injury is treated without delay, all personnel assigned to TRAP shall supply medical emergency notification information that will be maintained at the respective team office and the Headquarters Group office.

6.5 Use of Force

- A. Use of force incidents will be reported as required by participating agency guidelines.
- B. Officer-involved-shooting incidents resulting in injury or death during the performance of TRAP duties will require the immediate notification by the Area Lieutenant to the following:
 - 1. The Project Director, who will immediately notify the Sheriff and the Chairperson of the CCJCC Executive Steering Committee
 - 2. A supervisor from the involved personnel's participating agency
 - 3. A supervisor from the law enforcement agency where the incident occurred
 - 4. LASD Homicide Bureau
 - 5. LAPD Robbery Homicide Officer Involved Shooting Team (LAPD involved cases only)
- C. Investigative and reporting responsibility will be determined following consultation with involved participating agency representatives and will be in compliance with all participating agency guidelines. Nothing in this MOU precludes concurrent investigations by involved agencies. The Los Angeles County District Attorney's rollout team will be notified if the participating agency of the involved personnel request it. Also, if there is a conflict between participating agency policies when multiple jurisdiction personnel are involved, then the Los Angeles County District Attorney's rollout team will be notified.
- D. Any non-hit shooting or accidental discharge shall immediately be reported to the Area Lieutenant for preliminary investigation. The Area Lieutenant will respond and notify the Project Director, who will notify the supervisor from the involved personnel's participating agency. Investigative and

reporting responsibility will be determined following consultation with the involved agency representatives and will be in compliance with all parent agency guidelines.

6.6 Firearms

- A. Every investigator assigned to TRAP shall carry a firearm in accordance with his/her participating agency policies and procedures. Applicable participating agency policies concerning the use of firearms shall apply. Any firearms carried by personnel assigned to TRAP must be approved by the personnel's participating agency. Personnel assigned to TRAP shall comply with their respective participating agency firearms qualification requirements.

6.7 Indemnification

- A. Each participating agency shall be solely liable for any and all damages resulting from the acts or omissions of its own employees, including those employees assigned to TRAP.
- B. Each participating agency shall indemnify, defend, and hold harmless each and every other participating agency from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including attorney's fees and expert witness fees), arising from or connected with the indemnifying participating agency's acts and/or omissions, including the acts and omissions of the indemnifying participating agency's employees assigned to TRAP, arising from and/or relating to this MOU.

6.8 Employee Benefits

- A. Each participating agency shall be responsible for any and all worker's compensation, sick, injured on duty, or similar benefits incurred by or due to its personnel assigned to TRAP.
- B. Any reimbursement for benefits shall be reimbursed to participating agencies as set forth in this MOU and in the separate Funding Agreement for Taskforce for Regional Autotheft Prevention between the County of Los Angeles and the participating agency.

6.9 Governing Law, Jurisdiction, and Venue

- A. This MOU shall be governed by, and construed in accordance with, the laws of the State of California. Each participating agency agrees and consents

to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOU and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

6.10 Authorization Warranty

- A. Each participating agency represents and warrants that the person executing this MOU for the participating agency (and on behalf of the participating agency) is an authorized representative who has actual authority to bind the participating agency to each and every term, condition, and obligation of this MOU and that all requirements of the participating agency have been fulfilled to provide such actual authority.

PART IV FISCAL GUIDELINES

ARTICLE 1: SOURCE OF FUNDING

1.1 Revenue for TRAP is provided by statute pursuant to California Vehicle Code section 9250.14 (2018) ("Section 9250.14"). Section 9250.14 states:

(a) (1) In addition to any other fees specified in this code and the Revenue and Taxation Code, upon the adoption of a resolution by any county board of supervisors, a fee of one dollar (\$1) shall be paid at the time of registration or renewal of registration of every vehicle, except vehicles described in subdivision (a) of Section 5014.1, registered to an address within that county except those expressly exempted from payment of registration fees. The fees, after deduction of the administrative costs incurred by the department in carrying out this section, shall be paid quarterly to the Controller.

(2) (A) If a county has adopted a resolution to impose a one-dollar (\$1) fee pursuant to paragraph (1), the county may increase the fee specified in paragraph (1) to two dollars (\$2) in the same manner as the imposition of the initial fee pursuant to paragraph (1). The two dollars (\$2) shall be paid at the time of registration or renewal of registration of a vehicle, and quarterly to the Controller, as provided in paragraph (1).

(B) If a county has not adopted a resolution to impose a one-dollar (\$1) fee pursuant to paragraph (1), the county may instead adopt a fee of two dollars (\$2) in the manner prescribed in paragraph (1).

(C) A resolution to impose a fee of two dollars (\$2) pursuant to subparagraph (A) or (B) shall be submitted to the department at least six months prior to the operative date of the fee increase.

(3) In addition to the service fee imposed pursuant to paragraph (1), and upon the implementation of the permanent trailer identification plate program, and as part of the Commercial Vehicle Registration Act of 2001 (Chapter 861 of the Statutes of 2000), all commercial motor vehicles subject to Section 9400.1 registered to an owner with an address in the county that established a service authority under this section, shall pay an additional service fee of two dollars (\$2).

(4) (A) If a county imposes a service fee of two dollars (\$2) by adopting a resolution pursuant to subparagraph (A) or (B) of paragraph (2), the fee specified in paragraph (3) shall be increased

to four dollars (\$4). The four dollars (\$4) shall be paid at the time of registration or renewal of registration of a vehicle, and quarterly to the Controller as provided in paragraph (1).

(B) A resolution to increase the additional service fee from two dollars (\$2) to four dollars (\$4) pursuant to subparagraph (A) or (B) of paragraph (2) shall be submitted to the department at least six months prior to the operative date of the fee increase.

(b) Notwithstanding Section 13340 of the Government Code, the moneys paid to the Controller are continuously appropriated, without regard to fiscal years, for the administrative costs of the Controller, and for disbursement by the Controller to each county that has adopted a resolution pursuant to subdivision (a), based upon the number of vehicles registered, or whose registration is renewed, to an address within that county.

(c) Except as otherwise provided in this subdivision, moneys allocated to a county pursuant to subdivision (b) shall be expended exclusively to fund programs that enhance the capacity of local police and prosecutors to deter, investigate, and prosecute vehicle theft crimes. In any county with a population of 250,000 or less, the moneys shall be expended exclusively for those vehicle theft crime programs and for the prosecution of crimes involving driving while under the influence of alcohol or drugs, or both, in violation of Section 23152 or 23153, or vehicular manslaughter in violation of Section 191.5 of the Penal Code or subdivision (c) of Section 192 of the Penal Code, or any combination of those crimes.

(d) The moneys collected pursuant to this section shall not be expended to offset a reduction in any other source of funds, nor for any purpose not authorized under this section.

- 1.2 Revenue may not be used to fund existing budgeted programs or personnel, and participating agencies may not charge any indirect costs for administration or implementation of this MOU.

ARTICLE 2: PROGRAM OPERATING FUND AND ADMINISTRATION

- 2.1 Funding received by the County of Los Angeles pursuant to Section 9250.14 will be placed in a separate TRAP program operating fund, which will be overseen and administered by the Los Angeles County Sheriff's Department.
- 2.2 Funding in the TRAP program operating fund shall be utilized to fund TRAP expenses in accordance with the annual Program Operating Budget, approved and

adopted by the Regional Coordinator in consultation with CCJCC, in support of TRAP activities.

- 2.3 The day-to-day fiscal management, accounting, and record keeping for the TRAP program operating fund will be done by the Los Angeles County Sheriff's Department Fiscal Administration Bureau and the Project Director.
- 2.4 Participating agencies shall maintain current and accurate records of account of all obligations and expenditures for respective personnel assigned to TRAP.
- 2.5 Only basic salary, benefits, and approved overtime costs (at time and one half) will be reimbursed by TRAP.
- 2.6 Participating agencies seeking reimbursement for TRAP activities shall submit a detailed invoice/statement of expenses, in a format prescribed by the Project Director, to the Project Director no later than thirty (30) calendar days following the end of each quarter.
- 2.7 Upon approval by the Project Director, an invoice will be forwarded to the Los Angeles County Sheriff's Department Fiscal Administration Bureau for payment within thirty (30) calendar days.
- 2.8 Requisitions for materials and services related to TRAP must have the prior approval of the Project Director. Approved expenses will be forwarded to and paid by the Los Angeles County Sheriff's Department Fiscal Administration Bureau.

ARTICLE 3: FUNDING LEVELS

- 3.1 The annual Program Operating Budget shall be allocated at the following levels:
 - A. Overhead costs: An amount not to exceed thirty-three and one-third percent (33⅓%) of the total annual Program Operating Budget shall be set aside to fund administrative and support costs associated with the Program, which include, but shall not be limited to, the following:
 1. Salaries, benefits, and approved overtime for non-investigative personnel, including District Attorney's Office prosecutorial support
 2. Salaries, benefits, and approved overtime for California Highway Patrol personnel
 3. Support staff equipment procurement
 4. Special fund expenditures pursuant to Article 4 (Special Funds) below

- B. Personnel costs: An amount not to exceed sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the total annual Program Operating Budget shall be set aside to fund field personnel costs associated with the Program, including salaries, benefits, and overtime.
1. Participating agencies shall assign personnel to TRAP in accordance with their respective Funding Agreement for Taskforce for Regional Autotheft Prevention. All personnel assigned to TRAP shall be paid directly by their respective participating agencies.
 2. Participating agencies shall be reimbursed for actual personnel salary, benefits, and approved overtime expenditures at the following funding/staffing levels:
 - a. Thirty-three and one-third percent (33 $\frac{1}{3}$ %): Los Angeles County Sheriff's Department
 - b. Thirty-three and one-third percent (33 $\frac{1}{3}$ %): Los Angeles Police Department
 - c. Thirty-three and one-third percent (33 $\frac{1}{3}$ %): Other reimbursed participating agencies
 3. Overtime will be eligible for reimbursement only if pre-approved by an Area Lieutenant.
 - a. All personnel shall, as required, be required to work beyond their normal work day or respond to call outs as deemed necessary by the Area Lieutenant or Team Supervisor.
- C. Any excess funds not expended from the overhead costs category may be diverted quarterly to the personnel costs category, at the discretion of the Project Director.
- D. The overhead costs funding levels may be adjusted by the Regional Coordinator, upon the recommendation of the Project Director, the CCJCC Executive Steering Committee, and the CEO.

ARTICLE 4: SPECIAL FUNDS

- 4.1 A special fund shall be established from the Program Operating Budget to which TRAP personnel may charge approved Special Expenditures, as defined below, which are necessary in the performance of the duties of the duties required herein.

- 4.2 Special Expenditures are expenditures by TRAP personnel incurred while working undercover or on surveillance, which must be directly related to informant fees and/or investigative expenses.
- 4.3 The Project Director shall maintain the special fund in the amount of \$10,000 at all times throughout the year.
- 4.4 All Special Expenditures shall have the prior approval of the Project Director.
- 4.5 A numbered receipt and ledger system requiring the signature of the Area Lieutenant and a Team Supervisor will be required for all approved Special Expenditures denoting the appropriate reason/justification for the Special Expenditure.

ARTICLE 5: INVESTIGATION INTO MISSING FUNDING

- 5.1 The Project Director shall immediately initiate an investigation if TRAP funding is discovered to be lost, stolen, or otherwise not accounted for or missing.

ARTICLE 6: CREDIT CARDS

- 6.1 The Project Director may apply for, receive, and authorize the use of credit cards for the sole purpose of conducting TRAP business.

* * * * *

**MEMORANDUM OF UNDERSTANDING
FOR
TASKFORCE FOR REGIONAL AUTOTHEFT PREVENTION**

Vernon Police Department
Authorization
for Participation in TRAP

IN WITNESS WHEREOF, the Vernon Police Department has caused this MOU, dated January 1, 2018 for reference purposes only, to be executed by its duly authorized representative, on the date written below.

By _____
Carlos Fandino, City Administrator Date _____

By _____
Anthony Miranda, Chief of Police Date _____

ATTEST:

By _____
Lisa Pope, City Clerk Date _____

APPROVED AS TO FORM:

By _____
Zaynah N. Moussa,
Interim City Attorney Date _____

**FUNDING AGREEMENT
FOR
TASKFORCE FOR REGIONAL AUTOTHEFT PREVENTION**

This Funding Agreement for the Taskforce for Regional Autotheft Prevention ("TRAP") is made and entered into by and between the Vernon Police Department and the County of Los Angeles, by and through the Los Angeles County Sheriff's Department, on the dates written below.

- A. Whereas, the parties hereto have entered into the Memorandum of Understanding for Taskforce for Regional Autotheft Prevention, dated January 1, 2018 ("MOU"); and
- B. Whereas, the Sheriff of Los Angeles County serves as the Regional Coordinator for TRAP; and
- C. Whereas, the Los Angeles County Sheriff's Department administers the TRAP program operating fund and distributes TRAP funding in accordance with approved annual Program Operating Budget; and
- D. Whereas, pursuant to the MOU, the parties seek to document the Participating Agency's assignment of personnel to TRAP.

Now, therefore, in consideration of the covenants and conditions herein contained, the parties do hereby agree as follows:

- 1. The Participating Agency shall assign ____1____ investigator(s) to TRAP on a full-time basis.
- 2. Utilizing TRAP program funding, the County of Los Angeles shall reimburse the Vernon Police Department for actual investigator salary and benefits, including any approved overtime, incurred while performing TRAP duties in accordance with the approved annual TRAP Program Operating Budget.
- 3. The Vernon Police Department shall invoice the County of Los Angeles for reimbursement of TRAP investigator salaries and benefits on either a monthly or quarterly basis. All invoices shall be sent to TRAP as follows:

**Taskforce for Regional Autotheft Prevention
1833 S. Mountain Avenue
Monrovia, California 91016**

- 4. This Funding Agreement shall commence upon execution by both parties and shall continue indefinitely until terminated as provided herein.

5. If the Vernon Police Department terminates its participation in TRAP in accordance with the requirements of the MOU, this Funding Agreement shall automatically terminate concurrently with the Vernon Police Department's termination of participation in TRAP.
6. In the event of unforeseen circumstances, lack of available funding, or disaster, this Funding Agreement may be terminated by either party, in writing, at any time, with or without advance written notice to the other party.
7. All changes, modifications, or amendments to this Funding Agreement must be in the form of a written amendment duly executed by authorized personnel of the County of Los Angeles and the Vernon Police Department.
8. Neither party shall assign any right or delegate any duty under this Funding Agreement.
9. The Vernon Police Department shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Vernon Police Department's acts and/or omissions arising from and/or relating to this Funding Agreement.
10. The County of Los Angeles shall indemnify, defend, and hold harmless the Vernon Police Department, its officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County of Los Angeles' acts and/or omissions arising from and/or relating to this Funding Agreement.
11. The Vernon Police Department contact for this Funding Agreement shall be:

Scott Williams, Director of Finance
4305 S. Santa Fe Avenue, Vernon CA 90058
swilliams@ci.vernon.ca.us / (323) 583-8811 ext. 849 / Fax: (323) 826-1491
12. The Vernon PD represents and warrants that the person executing this Funding Agreement for the Vernon Police Department is an authorized agent who has actual authority to bind the Vernon Police Department to each and every term, condition, and obligation of this Funding Agreement and that all requirements of the Vernon Police Department have been fulfilled to provide such actual authority.

**FUNDING AGREEMENT
FOR
TASKFORCE FOR REGIONAL AUTOTHEFT PREVENTION**

IN WITNESS WHEREOF, the parties have caused this Funding Agreement to be executed by their duly authorized representatives on the dates written below.

CITY OF VERNON a California charter city and municipal corporation

COUNTY OF LOS ANGELES

By _____
Carlos Fandino, Date
City Administrator

By _____
Alex Villanueva, Sheriff

By _____
Anthony Miranda, Date
Chief of Police

Date: _____

ATTEST:

County of Los Angeles
Sheriff's Department
211 West Temple Street
Los Angeles, CA 90012

By _____
Lisa Pope, Date
City Clerk

APPROVED AS TO FORM:

By _____
Zaynah N. Moussa, Date
Interim City Attorney

City Council Agenda Item Report

Agenda Item No. COV-686-2021

Submitted by: Veronica Petrosyan

Submitting Department: Health and Environmental Control Department

Meeting Date: July 20, 2021

SUBJECT

Appointment of Health Officer for the City of Vernon

Recommendation:

- A. Find that it is in the best interests of the City to award a services agreement for Health Officer Services to Dr. Laurene Mascola, M.D., MPH, without a competitive selection process; and
- B. Adopt Resolution No. 2021-24 appointing Laurene Mascola, M.D., MPH as Health Officer for the City of Vernon and approving and authorizing the execution of a services agreement for Health Officer Services.

Background:

Pursuant to California Health & Safety Code (HSC) 101450, each city is mandated to take measures as may be necessary to preserve and protect public health. As the health officer plays a key part in the duty to safeguard public health, the HSC 101460 also requires each city to appoint a health officer, who must be a physician, unless they contract with the county. As required by State law, the City must appoint a health officer in order to formalize the roles and responsibilities of the Health Department and exercise its full delegated authority. With the ongoing COVID-19 pandemic, the need for the City to have its own Health Officer continues to be indispensable as there is an ongoing need for the City to address public health matters occurring within the City's boundaries.

The position of Health Officer requires a highly specialized degree of qualifications and expertise, namely a medical degree and experience working in a public health setting. After a careful search and thorough review of qualifications conducted by the Director of the Health and Environmental Control Department, it was determined that Dr. Laurene Mascola was a qualified and suitable candidate to serve as the City's Health Officer. Dr. Mascola possesses the necessary educational qualifications and breadth of experience in public health and epidemiology. Dr. Mascola has served as the Chief of the Los Angeles County Department of Public Health Acute Communicable Disease Control (ACDC) Program, which performs disease surveillance and epidemic control activities for more than 60 diseases. Dr. Mascola provided oversight for the County's programs for immunization, food and water safety, epidemiology, vectorborne (insect) disease, hospital outbreaks and bloodborne diseases. She has extensive experience in epidemiology and disease prevention, publishing more than 100 articles and abstracts in numerous medical and public health journals. Dr. Mascola trained at the Centers for Disease Control's Epidemic Intelligence Service in Atlanta and has worked for the World Health Organization in Ethiopia, Brazil, India and Nepal.

On March 14, 2020, then Mayor Melissa Ybarra acting as the Chief Executive Officer of the Disaster Council declared the existence of a local emergency due to the COVID-19 pandemic. Subsequently, on March 17, 2020, the City Council adopted Resolution No. 2020-06 ratifying the emergency proclamation and empowering the City Administrator, as the Director of Emergency Services, to carry out all emergency powers conferred upon him by local and state laws, and by all other lawful authority, as may be necessary to protect life and property.

Vernon Municipal Code Section 8.8 dictates that the City Administrator acting as the Director of Emergency Services, is authorized to requisition necessary personnel for any City Department. After consulting with the Interim City Attorney, on June 9, 2020, the City Administrator acting as the Director of Emergency Services, appointed Dr. Mascola to serve as the City's Health Officer effective as of June 1, 2020 and approved a related Services Agreement for this purpose. It was determined that the agreement was exempt from competitive selection requirements, pursuant to Vernon Municipal Code Section 2.17.12(B)(2) as it was in the best interest of the City to award the contract to Dr. Mascola without a competitive selection process due to the immediate and indispensable need for health officer services. Subsequently, on June 16, 2020, City Council adopted Resolution 2020-22, ratifying the appointment of Dr. Mascola and the execution of a related services agreement.

The Services Agreement for Dr. Mascola that was approved in 2020 has since expired. In order to retain continuity of medical services, and to effectively aid the City in its efforts to address specific ongoing public health matters faced by the Vernon community, the Health and Environmental Control Department is interested in contracting Dr. Mascola for an additional year, as it is deemed to be in the best interests of the City to do so. As such, staff is now requesting that the City Council adopt Resolution No. 2021-24 appointing Laurene Mascola, M.D., MPH as Health Officer for the City of Vernon and authorizing the execution of a services agreement for Health Officer Services effective July 1, 2021 for a one-year term.

Fiscal Impact:

The fiscal impact of the services agreement with Dr. Mascola is a not-to-exceed amount of \$50,000. Sufficient funds are available in the Health Department Budget under account number 011.1060.595200 for this necessary expense.

Attachments:

1. [Resolution No. 2021-24](#)

RESOLUTION NO. 2021-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON APPOINTING LAURENE MASCOLA, M.D., MPH AS HEALTH OFFICER FOR THE CITY OF VERNON AND APPROVING AND AUTHORIZING THE EXECUTION OF A SERVICES AGREEMENT FOR HEALTH OFFICER SERVICES

SECTION 1. Recitals.

- A. Pursuant to California Health and Safety Code (HSC) Section 101450, each City is mandated to take measures as may be necessary to preserve and protect public health.
- B. As required by HSC Section 101460, and since the City does not currently contract with the County, the City must appoint a health officer in order to formalize the roles and responsibilities of the Health Department and exercise its full delegated authority.
- C. During the COVID-19 pandemic, the need for the City to have its own Health Officer became indispensable and there remains a vital need for the City to address public health matters occurring within the City's boundaries.
- D. On June 9, 2020, the City Administrator, acting as the Director of Emergency Services and pursuant to Vernon Municipal Code Section 8.8, appointed Laurene Mascola, M.D., MPH ("Dr. Mascola") to serve as the City's Health Officer for a one-year period effective as of June 1, 2020, and approved and executed a related Services Agreement for this purpose.
- E. On June 16, 2020, the City Council adopted Resolution No. 2020-22, ratifying the appointment of Dr. Mascola as Health Officer and approving and ratifying the execution by the City Administrator of a related essential services agreement.
- F. The City Council of the City of Vernon desires to appoint Dr. Mascola to serve as Health Officer for the City of Vernon, and approve and authorize the execution of a Services Agreement for Health Officer Services for an additional one-year period, effective July 1, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VERNON AS FOLLOWS:

SECTION 2. The City Council hereby finds and determines that the above recitals are true and correct and incorporates them herein by this reference.

SECTION 3. The City Council hereby appoints Laurene Mascola, M.D., MPH to serve as the Health Officer for the City of Vernon effective July 1, 2021.

SECTION 4. The City Council hereby approves the Services Agreement with Laurene Mascola, M.D., MPH, in substantially the same form as attached hereto as Exhibit A.

SECTION 5. The City Council hereby authorizes the City Administrator to execute said Agreement for, and on behalf of, the City of Vernon and the City Clerk is hereby authorized to attest thereto.

SECTION 6. The City Council hereby instructs the City Administrator, or his designee, to take whatever actions are deemed necessary or desirable for the purpose of implementing and carrying out the purposes of this Resolution and the transactions herein approved or authorized, including but not limited to, any non-substantive changes to the Agreement attached herein.

SECTION 7. The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

APPROVED AND ADOPTED this 20th day of July, 2021.

MELISSA YBARRA, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

ZAYNAH N. MOUSSA, Interim City Attorney

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND LAURENE
MASCOLA, M.D., M.P.H., FOR HEALTH OFFICER SERVICES

COVER PAGE

Contractor:	Laurene Mascola, M.D., M.P.H.
Notice Information - Contractor:	Laurene Mascola Address on file with Health Department Telephone: (818) 952-4148
Notice Information - City:	City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058 Attention: Freddie Agyin, Director of Health and Environmental Control Telephone: (323) 826-1448
Commencement Date:	July 1, 2021
Termination Date:	June 30, 2022
Consideration:	Total not to exceed \$50,000.00 (includes all applicable sales tax); and more particularly described in Exhibit B
Records Retention Period	Three (3) years, pursuant to Section 11.20

Services Agreement with Laurene Mascola, M.D., M.P.H.

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND LAURENE MASCOLA, M.D., M.P.H., FOR HEALTH OFFICER SERVICES

This Agreement is made between the City of Vernon ("City"), a California charter City and California municipal corporation ("City"), and Laurene Mascola, M.D., M.P.H., ("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 July 20, 2021.

2.0 SCOPE OF SERVICES.

2.1 Contractor shall perform all work necessary to complete the services set forth in the Scope of Services Exhibit "A", a copy which is attached to and incorporated into this Agreement 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 Agreement.

3.2 Contractor shall not subcontract any services to be performed by it under this Agreement 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". The term of this Agreement shall commence on July 1, 2021 and it shall continue until June 30, 2022, unless terminated at an earlier date pursuant to the provisions thereof.

5.0 COMPENSATION AND FEES.

5.1 Contractor has established rates for the City of Vernon which are comparable to and do not exceed the best rates offered to other governmental entities in and around Los Angeles County for the same services. For satisfactory and timely performance of the services, the City will pay Contractor in accordance with the payment schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference.

Services Agreement with Laurene Mascola, M.D., M.P.H.

5.2 Contractor's grand total compensation for the entire term of this Agreement, shall not exceed \$50,000.00 without the prior authorization of the City, as appropriate, and written amendment of this Agreement.

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 Agreement. Materials shall be of the highest quality. The above Agreement 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 "B," 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. City agrees to indemnify Contractor, and will hold and save her 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 City, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the acts or omissions of City hereunder, or arising from City'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 Contractor.

10.0 INSURANCE. City has been informed and accepts, in approving this Agreement that Contractor does not maintain Professional Liability or Errors and Omissions Insurance. The

acknowledgement and acceptance set forth herein is subject to the Indemnification and Immunities provisions set forth in Section 9.0, above.

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 Agreement, 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 Agreement. 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 Agreement 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 executed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

11.7 SUCCESSORS. This Agreement 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 Agreement 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 Agreement. 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. Violation of any law

material to performance of this Agreement shall entitle the City to terminate the Agreement 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 Agreement, 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 Agreement shall be deemed an agreement 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 Agreement, 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 Agreement may only be changed by written amendment executed 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 Agreement shall be of no force or effect.

11.11.4 Severability. If any provision in this Agreement is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Agreement, 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 Agreement.

11.11.5 Order of Precedence. In case of conflict between the terms of this Agreement and the terms contained in any document attached as an Exhibit or otherwise incorporated by reference, the terms of this Agreement shall strictly prevail.

11.11.6 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 agreement 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 Agreement, and its execution of this Agreement 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 Agreement, 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: Freddie Agyin, Director of Health and Environmental Control
4305 Santa Fe Avenue
Vernon, CA 90058

If to the Contractor:

Laurene Mascola, M.D., M.P.H.
Address on file with Health Department

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 Agreement 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 Agreement 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 Agreement by written notice to the defaulting party. The notice shall specify the basis for the default. The Agreement 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 Agreement as a result of Force Majeure. At that time Contractor is to submit in writing a Recovery Plan for this Agreement. 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 Agreement, 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 Agreement and/or is paying only the amounts to which Contractor is properly entitled under the Agreement or for other purposes relating to the Agreement.

The Contractor shall maintain and preserve all such records for a period of at least three (3) years after termination of the Agreement.

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 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES. Contractor certifies and represents that, during the performance of this Agreement, 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 "C".

[Signatures Begin on Next Page].

Services Agreement with Laurene Mascola, M.D., M.P.H.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Commencement Date stated on the cover page.

City of Vernon, a California charter City
and California municipal corporation

Laurene Mascola, M.D., M.P.H.

By: _____
Carlos R. Fandino, Jr.
City Administrator

By: _____

Name: Laurene Mascola

Title: _____

ATTEST:

Lisa Pope, City Clerk

APPROVED AS TO FORM:

Zaynah N. Moussa
Interim City Attorney

EXHIBIT A

SCOPE OF SERVICES

Background:

The City of Vernon is an industrial city of 5.2 square miles located several miles to the southeast of Downtown Los Angeles in Southern California. Vernon currently houses more than 1,800 businesses that employ approximately 55,000 people, serving as a vital economic engine in the region. Offering an environment uniquely friendly to business. Vernon is the home to industries including food and agriculture, apparel, steel, plastics, logistics, and home furnishings. Vernon is also home to approximately 300 residents.

Public Health Officer:

The City of Vernon is seeking a qualified consultant to serve as a contract Health Officer for the Department of Health and Environmental Control. The individual will assume the duties of the Health Officer set forth in the Health and Safety Code of the State, including working jointly with the Director of Health and Environmental Control to assure the effectiveness of the mandated health protection function of local government.

The individual will receive general direction from the Director of Health and Environmental Control Department. Services shall be limited to no more than fifteen (15) hours per week unless approved in advance by the Director of Health and Environmental Control.

Duties may include, but are not limited to, the following which are referenced in the California Health and Safety Code:

- Serve as the Health Officer for the City of Vernon and advise the Department of Health and Environmental Control in preventive measures to protect and preserve the public health.
- Work with the Director of the Department of Health and Environmental Control to take measures that may be necessary to prevent and control the spread of disease.
- Consult with physicians in the diagnosis, investigation, and treatment of communicable diseases.
- Consult and provide policy recommendations regarding communicable disease control, outbreak investigations, and emergency preparedness and response.
- Provide recommendations regarding the declaration of local emergencies, as indicated.
- Work with the Director of Health and Environmental Control to ensure the enforcement of codes and regulations, as well as local ordinances through mechanisms up to, and including, the use of police powers.
- Advise policy-makers on community design issues that affect health, the development of public health policy, and implementation of effective public health programs.
- Work with the Director of Health and Environmental Control to inform, educate, and empower the community and individuals about health issues.
- Provide recommendations to protect and advance the health of the city by educating the

public, advocating for effective disease prevention and health promotion programs and activities.

- Assist in the assessment and reporting on the health status of the community, using multiple epidemiological survey and statistical methods.
- Represent the city before Boards, Commissions, political bodies, associations, and the general public.
- Coordinate with other health officers regionally and statewide.
- Direct the inspection, examination, isolation, quarantine, and decontamination of persons, places, and things within the city necessary to protect the public health
- Inform the City Council about types of health issues that may affect the city.
- Assist the Department in planning, organizing, and coordinating all-hazard disaster preparedness and response.
- Consult with medical and administrative staff of local hospitals and academic centers and assist the Department in surveillance and planning for improvement of public health indicators.
- Assist the Department with writing local ordinances and the interpretation of state laws
- Perform related duties as needed.

QUALIFICATIONS:

Knowledge of:

- Clinical medicine, public health and health care (e.g., epidemiology, biostatistics, environmental health, maternal and child health) management and administration
- Federal, State and local laws governing public health programs and laws, statutes, and regulations governing California Health Services providers and JCAHO and other regulatory requirements
- The legislative process
- Disaster preparedness and the National Incident Management System (NIMS)
- Principles of government organization, public financing, and budgeting
- Quality assurance as it applies to public health programs/services
- The latest developments in medicine including local public health programs and ethics

Skill/Ability to:

- Serve as public health link to the local medical community and local medical association
- Understand, interpret and apply provisions of federal, state and local legislation, rules and regulations pertinent to the administration of Public Health programs, including COVID-19 protocols
- Evaluate health risks and hazards and communicate information effectively and proactively
- Facilitate the interaction of and foster partnerships with a complex mix of public agencies, community-based organizations, and the private sector that impact public health and policy

Services Agreement with Laurene Mascola, M.D., M.P.H.

- Provide written and oral communication in various forms such as reports, and recommendations, memos.

Education and Experience:

The candidate must be a physician. Any combination of education and experience that would likely provide the required knowledge and skills. Completion of a residency program and three years of administrative or supervisory experience. A Master's degree in Public Health and/or completion of a residency in preventive medicine is required.

Licensure/Certification:

License to practice medicine in the State of California and in good standing

Services Agreement with Laurene Mascola, M.D., M.P.H.

EXHIBIT B

SCHEDULE

Hourly Rate: \$300 per hour

Consultant shall bill at the applicable hourly rate for services provided under the Services Agreement for City of Vernon Health Officer Services.

Consultant shall submit invoices to the City of Vernon, Director of Health and Environmental Control on a bi-weekly basis.

In addition to the compensation provided above, the City will reimburse Consultant for reasonable travel-related costs and expenses for work performed under this contract, including mileage for ground transportation n the amount set forth by the Internal Revenue Service standard mileage rate. Travel expenses or travel time beyond Southern California must be approved by the Director of Health and Environmental Control in writing and in advance.

EXHIBIT C

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-708-2021

Submitted by: Veronica Petrosyan

Submitting Department: Health and Environmental Control Department

Meeting Date: July 20, 2021

SUBJECT

Application(s) for CalRecycle Payment Programs

Recommendation:

Adopt Resolution No. 2021-25 approving and authorizing the Director of the Health and Environmental Control Department to receive and spend payment program funds from the Department of Resources Recycling and Recovery (CalRecycle) and to delegate authority to the County of Los Angeles to apply for and receive funds to administer the Used Oil Payment Program on behalf of the City and repealing all resolutions in conflict therewith, specifically Resolution No. 2018-09.

Background:

For the past several years, the Department of Health and Environmental Control (DHEC) has successfully applied and received payment program funds for three different programs administered by Cal Recycle: Used Oil Payment Program, Beverage Container Recycling City/County Program, and Local Enforcement Agency Program. Due to the 2018 restructure of the DHEC, the Used Oil Payment Program and Beverage Container Recycling City/County Payment Program were transferred to the Department of Public Works. Upon the arrival of the new DHEC staff in 2019, the Director of the Department of Public Works authorized the DHEC to administer both payment programs for the 2019-2020 and 2020-2021 cycles.

By way of background, the Used Oil Payment Program is awarded to agencies to assist in implementing CalRecycle's used oil program. Historically, the City has received approximately \$5,000 on a yearly basis for this payment program. The funds have been used to improve the public's awareness of used oil recycling opportunities and the damage to the environment caused from the improper discharge of used oil. The Beverage Container Recycling City/County Payment program assists in funding beverage container recycling and litter reduction activities. Funds have been used to promote and distribute recycling and litter reduction information throughout the City of Vernon as well as to purchase products to promote recycling.

In May 2021, the County of Los Angeles (LA County) provided the City of Vernon the opportunity to participate in the regional Used Oil Grant application for the 2021-2022 cycle. As the regional applicant, LA County will apply for the Used Oil Grant and will provide and/or conduct the following services on the City's behalf: Conduct annual site visits to the Certified Collection Centers in participating cities/unincorporated areas; conduct filter exchange events at CCCs who are interested in hosting an event; purchase media ad placements to promote the filter exchange events; attend community events to reach out to Do-It-Yourselfers (DIYers); purchase functional materials which includes: shop towels, oil funnels, oil filter containers, oil containers to distribute to DIYers at community events and or filter exchange events; conduct annual assessments of the program; and complete the annual CalRecycle Report. Participation in LA County's regional application will enable the City to continue to provide the outreach and educational services pertaining to used oil without the need for the City to allocate resources to the Used Oil Program.

The DHEC is requesting authorization for the Director of the DHEC to sign all pertinent applications and documents to receive and spend payment program funds from CalRecycle moving forward. In addition, the DHEC is also requesting authorization to delegate authority to LA County to apply for and receive funds to administer the Used Oil Payment Program on behalf of the City.

Fiscal Impact:

There is no fiscal impact associated with the approval of the resolution to transfer authority of the administration of the CalRecycle Used Oil Payment Program and Beverage Container Recycling City/County Payment Program funds from the Department of Public Works to the DHEC. If the DHEC is authorized to delegate authority to LA County to administer the Used Oil Payment Program, LA County will apply for and receive the \$5,000 program funds to administer the Used Oil Payment Program on behalf of the City.

Attachments:

- [1. Resolution No. 2021-25](#)

RESOLUTION NO. 2021-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON APPROVING AND AUTHORIZING THE DIRECTOR OF THE HEALTH AND ENVIRONMENTAL CONTROL DEPARTMENT TO RECEIVE AND SPEND PAYMENT PROGRAM FUNDS FROM THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) AND TO DELEGATE AUTHORITY TO THE COUNTY OF LOS ANGELES TO APPLY FOR AND RECEIVE FUNDS TO ADMINISTER THE USED OIL PAYMENT PROGRAM ON BEHALF OF THE CITY AND REPEALING ALL RESOLUTIONS IN CONFLICT THEREWITH SPECIFICALLY RESOLUTION NO. 2018-09

SECTION 1. Recitals.

- A. Pursuant to Public Resources Code § 48000 et seq., 14581, and 42023.1(g) the Department of Resources Recycling and Recovery ("CalRecycle") has established various funding programs for qualifying jurisdictions to encourage the safe and effective management of the waste stream.
- B. In furtherance of this authority, CalRecycle is required to establish procedures governing the administration of the payment programs, and require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.
- C. On April 3, 2018, the City Council of the City of Vernon adopted Resolution No. 2018-09 authorizing the Director of Public Works to receive and spend payment program funds from CalRecycle's Used Oil Payment Program and Beverage Container Recycling City/County Program.
- D. Administration of the Used Oil Payment Program and the Beverage Container Recycling City/County Payment Program has since been transferred to the City's Department of Health & Environmental Control.
- E. By memorandum dated July 20, 2021, the Director of Health & Environmental Control has requested the authority to receive and spend payment program funds from CalRecycle, and authorization to delegate to the County of Los Angeles the authority to apply for and receive funds for the Used Oil Payment Program on behalf of the City.
- F. The City Council of the City of Vernon desires to approve and authorize the Director of the Health & Environmental Control Department to (i) receive and spend payment program funds from CalRecycle and (ii) delegate authority to the County of Los Angeles to apply for and receive funds to administer the Used Oil Payment Program on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VERNON AS FOLLOWS:

SECTION 2. The City Council of the City of Vernon hereby finds and determines that the above recitals are true and correct.

SECTION 3. The City Council of the City of Vernon hereby approves and authorizes the Director of the Health & Environmental Control Department to (i) receive and spend payment program funds from the Department of Resources Recycling and Recovery (CalRecycle) and (ii) delegate the authority to the County of Los Angeles to apply for and receive funds to administer the Used Oil Payment Program on behalf of the City.

SECTION 4. The City Council of the City of Vernon hereby authorizes the Director of Health & Environmental Control, or his or her designee, to execute any and all documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary for the purposes of securing funds for, and on behalf of, the City of Vernon and to take whatever actions are deemed necessary or desirable for the purpose of implementing and carrying out the purposes of this Resolution and the actions herein approved or authorized.

SECTION 5. This authorization is effective until repealed by the City Council of the City of Vernon.

SECTION 6. All resolutions or parts of resolutions, specifically Resolution No. 2018-09, not consistent with or in conflict with this resolution are hereby repealed.

SECTION 7. The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

APPROVED AND ADOPTED this 20th day of July, 2021.

MELISSA YBARRA, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

ZAYNAH N. MOUSSA, Interim City Attorney

City Council Agenda Item Report

Agenda Item No. COV-717-2021

Submitted by: Eva Muro

Submitting Department: City Attorney

Meeting Date: July 20, 2021

SUBJECT

Attorney Services Agreement with Alvarez-Glasman & Colvin for Outside Legal Services

Recommendation:

Approve and authorize the City Administrator to enter into an Attorney Services Agreement between the City of Vernon and Alvarez-Glasman & Colvin, in substantially the same form as submitted, in order to complete pending assignments, for an amount not to exceed \$50,000.

Background:

On July 6, 2021, at a Special City Council Meeting, City Council terminated the agreement with Alvarez-Glasman & Colvin (AGC) for Interim City Attorney Services and directed staff to bring back for review and approval an agreement for outside legal services with AGC to facilitate the firm's completion of pending assignments or overflow legal requests on an as-needed basis during the transitional period.

Accordingly, staff is requesting authority to enter into an Attorney Services Agreement with AGC on the City's standard form contract. The firm's proposed hourly rates are \$250 - \$275 depending on the type of service. The proposed contract term is six months with a not-to-exceed amount of \$50,000; staff believes this is sufficient to allow for any necessary completion of pending assignments and overflow work if needed and as requested by the Interim City Attorney while a competitive selection process for City Attorney services is conducted.

Fiscal Impact:

The maximum fiscal impact to the City under the proposed contract term is \$50,000. This amount has been included in the budget for the City Attorney's Office for fiscal year 2021-2022.

Attachments:

1. [Alvarez-Glasman & Colvin - Attorney Services Agreement](#)

ATTORNEY SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND
ALVAREZ-GLASMAN & COLVIN FOR OUTSIDE LEGAL SERVICES

COVER PAGE

Associate Counsel:	Alvarez-Glasman & Colvin
Responsible Principal of Associate Counsel:	Arnold M. Alvarez-Glasman, Managing Partner
Notice Information - Associate Counsel	Alvarez-Glasman & Colvin 13181 Crossroads Parkway North, Suite 400 - West Tower City of Industry, CA 91746 Attention: Arnold M. Alvarez-Glasman, Managing Partner Phone: (562) 699-5500
Notice Information - City:	City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058 Attention: Zaynah N. Moussa, Interim City Attorney Telephone: (323) 583-8811 ext. 839
Commencement Date:	July 7, 2021
Termination Date:	January 7, 2022
Consideration:	Total not to exceed \$50,000.00 (includes all applicable sales tax); and more particularly described in Exhibit B
Records Retention Period	Three (3) years, pursuant to Section 12.2

ATTORNEY SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND
ALVAREZ-GLASMAN & COLVIN FOR OUTSIDE LEGAL SERVICES

This Agreement is entered into by and between the City of Vernon, a California charter City and California municipal corporation ("City") and Alvarez-Glasman & Colvin, a California Partnership ("Associate Counsel"). City and Associate Counsel are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the City, acting through its City Attorney's Office, desires to engage Associate Counsel, in association with the Interim City Attorney, to assist the City Attorney's Office in connection with legal services as designated by the City Attorney's Office, which includes general municipal law and other related legal issues as requested by the City; and

WHEREAS, Associate Counsel possesses the skills, qualifications and experience necessary to assist as Associate Counsel in the matters assigned; and

WHEREAS, the Interim City Attorney of the City of Vernon, herein referred to as "City Attorney," is the chief legal advisor and litigator for the City and is charged with the responsibility of protecting the interests of the City, its Council, officers, employees and agents, as provided for by California law and the Charter and ordinances of the City.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1.0 Scope of Services.

Associate Counsel hereby is associated as Counsel of Record in association with the City Attorney to perform such legal services as may be required from time to time in connection with assigned matters as specified in Exhibit "A" hereto. Arnold M. Alvarez-Glasman, a principal member of the firm of Associate Counsel, shall be responsible for the performance of services hereunder and shall supervise any services performed by other members of Associate Counsel's firm and by its employees. It is understood that the City Attorney is chief counsel of record for all purposes relating to litigation, and Associate Counsel's performance hereunder shall be under the direction and supervision of the City Attorney, that Associate Counsel shall coordinate its services hereunder with the City Attorney to the extent required by said City Attorney, and that all performances required hereunder by Associate Counsel shall be performed to the satisfaction of said City Attorney.

Associate Counsel shall report to and receive direction from the City Attorney only, and not from any other Department Head or City staff.

2.0 Time of Performance.

The services of Associate Counsel are to commence as of the execution hereof (the "Effective Date") and the written assignment of particular matters, provided, the effectiveness of this Agreement is subject to approval by the City Council or City Administrator (as appropriate), and shall be undertaken and completed in such sequence as to assure their completion as expeditiously as is consistent with professional skill and care. The term of this Agreement shall be from July 7, 2021 through January 7, 2022.

3.0 Litigation Budgeting.

Associate Counsel handling City matters will be expected to institute and to adhere to litigation budgeting and planning procedures in the sole discretion of the City Attorney. The general framework of the litigation budgeting and planning procedures is as follows:

3.1 Case Budget:

- 3.1.1 Associate Counsel shall, if requested by the City Attorney, provide a Litigation Plan and a Case Budget, or revisions thereof, which will include a projection of recommended steps to be taken in the litigation and a range of costs for each step. The Plan and Budget will be reviewed and updated as necessary, at least every twelve months, or as more frequently requested by the City Attorney.
- 3.1.2 The Case Budget shall include an estimate of Associate Counsel's attorneys' hours, fees and disbursements during each phase and activity, including: 1) pre-commencement (legal and factual research for the complaint or answer); 2) pleadings; 3) motions (including research); 4) initial discovery; 5) factual investigation of merits (interviewing clients, employees and third parties); 6) review and analyze City's documents; 7) expert (non-medical) investigation and reports; 8) medical experts and examinations; 9) legal research on merits; 10) more thorough discovery (including the identity of deponents and expected costs of each deposition and preparation); 11) post-discovery pre-trial dispositive motions; 12) settlement evaluation and negotiations; 13) trial preparation; and 14) trial. All anticipated expenses must be listed and costs estimated.
- 3.1.3 The Case Budget should include the anticipated cost of each line item, the time estimated to complete it and the identity (name, title, billing rate) of the primary attorney handling it.
- 3.1.4 Each line item should be given a code number that can be used in the billing process and in preparation of updated progress reports.
- 3.1.5 The Case Budget is not a fixed fee agreement and is subject to revision. However, Associate Counsel understands and agrees that failure to timely submit a Case Budget or major unjustified deviations therefrom may constitute a breach and result in termination of this Agreement with Associate Counsel.

3.2 Litigation Plan.

- 3.2.1 In addition to the Case Budget, Associate Counsel shall prepare a Litigation Plan, on forms as may be required by the City, at least every twelve months or as more frequently requested. The Litigation Plan will start as an initial evaluation (before substantial costs are incurred) and shall include, with a discussion (where

applicable): a) anticipated total costs; b) the primary issues and likely resolution; c) the probability of success – either on the merits or on procedural grounds; d) a strategy for defense/offense/resolution, including a settlement/trial recommendation based on a cost-benefit analysis; e) damages claimed; f) evidence (i.e., witness, documentary or demonstrative) relevant to liability or damages; g) recent developments such as law and motion rulings, judicial opinions in other cases, and legislative/executive action; h) deposition summaries, if appropriate and cost effective; and i) settlement demands. The Litigation Plan will be modified during the litigation as the need arises. The City Attorney shall be consulted by Associate Counsel regarding the component parts of projects/cases handled so that the City Attorney can determine, or secure a determination from the City Council, as appropriate, tactics, strategy and whether a particular activity makes sense from an economic standpoint or can be done more economically in another fashion.

3.2.2 The City Attorney is to be consulted regarding staffing of litigation and is to be advised of any significant shift in staffing.

3.2.3 The City Attorney is to be provided with copies of any billing manuals or directions for billing practices in use by Associate Counsel within thirty (30) days of executing this Agreement.

3.2.4 It is the policy of the City of Vernon to avoid a "deep pockets" reputation by taking a "hard-nosed" approach to settlements, and by not giving nuisance settlements. Settlement will generally be considered only where there is some liability exposure. If there is no liability exposure, trial is generally the only option.

4.0 Compensation, Reimbursement and Methods of Payments.

4.1 Compensation.

Associate Counsel 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. Fees for all services provided hereunder by all billers shall be charged in accordance with Exhibit "B", which is attached hereto and fully incorporated herein by reference. The grand total compensation under this Agreement shall not exceed the amount of \$50,000.00, without prior approval of the City Council and written amendment of this Agreement.

4.2 Reimbursement.

In addition to the compensation provided above, the City will reimburse Associate Counsel only for the following expenses: printing, copying costs (not to exceed 10 cents a page), transcription fees, reporter's fees and ground transportation (in the amount set forth by the Internal Revenue Service standard mileage rate). Any other expense (e.g., travel expenses or travel time beyond Southern California) must be approved by the City Attorney in writing and in advance. No compensation shall be allowed for general overhead or support

services such as typing, word processing, scanning hard-copy documents to .pdf format, secretarial time of any nature (normal, overflow or overtime), clerical work, Lexis or Westlaw, equipment rental, calendaring, setting up files, updating files, computer time or service, nor any other expense not itemized in the approved Case Budget or otherwise approved by the City Attorney. There shall be no mark-ups on outside services.

4.3 The City Attorney must approve in advance any single disbursement item in excess of \$500.00, including, but not limited to, investigators, copying and experts. Requests for costs exceeding \$500.00 shall contain a recommendation of alternative information services, including use of City employees. Associate Counsel will use City Staff in lieu of outside experts whenever feasible.

4.4 The City expects moderation with regard to all expenses.

4.5 Method of Billing.

Unless otherwise agreed, Associate Counsel shall provide monthly bills unless fees and costs for a particular month are insignificant (*i.e.*, \$500 or less), in which case such charges will be added to the following month's bill. The following information must be provided in monthly bills:

- A. A detailed description of work, in time increments of .1 hour (one tenth of an hour) for and by each and every individual billing services. Associate Counsel shall keep the City advised regarding the identity and the billing rates of those people who work on the litigation account.
- B. Identification of the lawyer who is in charge of the matter.
- C. Detailed disbursement breakdowns, including the nature and purpose of each disbursement.
- D. Each billing item will be separately stated on a separate line identifying the biller, the time spent and the exact nature of the service rendered. Narrative billing and block billing are unacceptable. For example, if numerous tasks are undertaken in one day, each should be identified with a specified time for performing that task, *i.e.* a telephone call, a court appearance, a meeting or legal research. All tasks performed on the same day should be entered as separate entries, identifying the time spent on each. Telephone conferences should specify the participants and the subject matter discussed. The City will not pay for vague descriptions for services which do not state the precise nature of the work performed and the need for the work. Words such as "research", "strategy", "analysis", "discovery", "conference", "preparation", "case management", "memorandum", "correspondence", "telephone call" or "meeting," without an explanation of (1) the specific topic or subject matter, (2) the persons

involved, and (3) the need therefor, do not allow for accountability and are therefore non-reimbursable.

- E. The City will not pay for inter-office conferences among attorneys/billers unless a conference is a necessary strategy meeting relating to some significant legal issue or event, such as an upcoming trial, and then only one attorney may be billed. Where charges are made for conferences, the specific reason and need for each conference must be stated in detail, and the participants identified.
- F. Where charges are made for research time, the specific issue being researched and the need must be identified. City has retained Associate Counsel for its expertise, and therefore expects not to be billed for introductory or background research. The City will not pay for attorneys, law clerks and paralegals educating themselves or doing work of a transient nature on the case.
- G. The City expects the attorney assigned to the case to handle all significant matters in the litigation. If other attorneys are assigned to assist the primary attorney, the City must be notified. The City may request that the assigned work be instead handled by the primary attorney. Thus, only those attorneys or persons approved in advance by the City may bill on the case. Upon City request, resumes will be provided for all persons (other than clerical or secretarial) working on the case.
- H. No more than two non-attorney support staff may bill on a particular case without the prior approval of the City.
- I. One paralegal may be used. Assignment of work to such paralegal should not result in duplicative work by the attorneys or reworking of paralegal's work. Paralegal shall not perform clerical work, such as filing, indexing, date-stamping, organizing, etc., but shall perform work such as research, summarizing depositions, investigation, interviews of witnesses, etc.
- J. Upon request, each item billed must be coded to a specific Case Budget line item, so a bill may be easily compared with the approved Case Budget.
- K. A tracking system must be set up to periodically, at least every six months, compare the amount of work completed to a percentage of the Case Budget absorbed.
- L. The City Attorney reserves the right to request various levels of detail and specific formats (such as columnar comparisons with established budgets).
- M. The City will not pay for more than one biller doing any task (e.g. two or more attorneys attending the same depositions or the same court

appearances, a biller redoing the work of another biller, or duplicative entries for reviewing and analyzing documentation and legal research).

- N. Charges for time spent complying with billing inquiries and/or City audits are non-reimbursable.
- O. Photocopies of deposition transcripts shall be made whenever possible to reduce deposition expenses.
- P. No finance charge or interest will be paid by the City, nor billed by Associate Counsel.

4.6 Timing of Payment.

The City shall pay Associate Counsel for services rendered and costs incurred hereunder, at the rates and in the amounts provided hereunder, on a monthly basis.

5.0 Engagement of Other Counsel, Specialists or Experts.

Associate Counsel shall not engage or otherwise incur an obligation to pay other counsel, specialists or experts for services in connection with this Agreement without the prior written approval of the City Attorney.

6.0 Termination of Agreement and Legal Services.

Subject to the applicable provisions of the Rules of Professional Conduct of the State Bar of California, this Agreement and all legal services to be rendered hereunder may be terminated at any time by written notice from either party with or without cause. In such event, all finished or unfinished documents, project data and reports, both originals and all duplicate copies, in all forms and media requested by the City, shall immediately be turned over to the possession of City, which owns all such materials. In the event of such termination, Associate Counsel shall be paid for all satisfactory work, unless such termination is made for cause, in which event compensation, if any, shall be adjusted, in the City's sole discretion, in light of the particular facts and circumstances involved in such termination.

7.0 Interest of Members of Local Public Agency.

No member of the governing body of the City, and no other officer, employee or agent of the City who exercises any discretion, function or responsibility in connection with the carrying out of any project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

8.0 Interest of Counsel.

Associate Counsel agrees to secure the informed written consent of the City Attorney before accepting any representation adverse to the City (actual or apparent) during the term of this Agreement, and to forego such representation if the City Attorney, in his/her sole discretion, objects for any reason.

9.0 General Procedures.

Copies of major pleadings, reports on significant developments and quarterly status reports shall be submitted to keep the City Attorney advised of any major developments in the lawsuit. Once the Litigation Plan is approved, Associate Counsel need not advise the City of each and every step being taken. As long as Associate Counsel is complying with the Litigation Plan, it should provide periodic reviews and information on significant matters. The City does not, however, want boilerplate routine letters announcing each and every procedural step being taken.

10.0 Policy for Investigation and Discovery Assistance.

A copy of the City Attorney's Policy for Investigation and Discovery Assistance is attached hereto as Exhibit "C" which is attached hereto and fully incorporated herein by reference.

11.0 Conflict of Interest.

Associate Counsel certifies that no member, officer or employee of Associate Counsel is an officer or employee of the City of Vernon except to the extent permitted by law.

Associate Counsel agrees to secure the informed written consent of the City Attorney before accepting any representation adverse to the City (actual or apparent) during the term of this Agreement, and to forego such representation if the City Attorney, in his/her sole discretion, objects for any reason.

12.0 Maintenance and Inspection of Records.

12.1 The City and any other Federal, State or local governmental agency, and any of their authorized auditors or representatives, shall have access to, and the right to audit and reproduce any of Associate Counsel's records to the extent the City or such other governmental agency deems necessary to ensure that City is paying only the amounts to which Associate Counsel is properly entitled or for other purposes relating to the Agreement.

12.2 Associate Counsel shall maintain and preserve all such records for at least three (3) years after termination of the Agreement or until an audit has been completed and accepted in writing by City. Upon written notice by the City, the Associate Counsel shall promptly make all such records available to auditors or other representatives of the City or other governmental agencies.

12.3 If Associate Counsel does not maintain such records in the City of Vernon, Associate Counsel shall either deliver said records at its expense to City or shall promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than the City of Vernon, including, but not limited to, expenses for personnel, salaries, private auditors, lodging, meals and overhead.

13.0 Indemnity.

Associate Counsel 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 Associate Counsel, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the acts or omissions of Associate Counsel hereunder, or arising from Associate Counsel'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.

14.0 INSURANCE.

Associate Counsel 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 Agreement, including any extensions thereto.

14.1 Automobile Liability with minimum limits of at least \$100,000/300,000/500,000 if written on a personal automobile liability form, for using a personal vehicle; or an amount of \$500,000 including owned, hired, and non-owned liability coverage if written on a Commercial automobile liability form.

14.2 General Liability with minimum limits of at least \$1,000,000 combined single limits 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 Council, commissioners, officers, employees, agents and volunteers registered with the City of Vernon must be endorsed on the policy as additional insureds as respects liability arising out of the Associate Counsel's performance of this Agreement.

14.3 Professional Errors and Omissions coverage in a sum of at least \$1,000,000. If a claims-made policy is obtained, a "tail" of at least three years shall be purchased if non-renewed within three (3) years of completion of performance under this Agreement. Applicable aggregates must be identified and claims history provided to determine amounts remaining under the aggregate.

14.4 Associate Counsel shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

14.1.1 Provide copy of permissive self-insurance certificate approved by the State of California; or

14.1.2 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 Council, commissioners, officers, employees, and volunteers for losses arising from performance of this Agreement; or

14.1.3 Provide an insurance exemption form certifying that no employees subject to workers' compensation law will be used in performance of this Agreement.

- 14.1.4 Each insurance policy included in this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice to City.
- 14.1.5 Insurance shall be placed with insurers with a Best's rating of no less than B:VIII.
- 14.1.6 Prior to commencement of performance, Associate Counsel shall furnish City with a certificate of insurance for each policy. Each certificate is to be executed 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.
- 14.1.7 Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Associate Counsel shall immediately notify City and cease all performance under this Agreement 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 Associate Counsel by way of set-off or recoupment from sums due Associate Counsel, at City's option; (b) immediately terminate this Agreement; 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 Associate Counsel, by way of set-off or recoupment from any sums due Associate Counsel.

15.0 Choice of Forum.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Associate Counsel 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.

16.0 Incorporation by Reference.

This Agreement incorporates by reference the Request for Proposal and specifications therein, and all attachments, and the Proposal by Associate Counsel, and all attachments.

17.0 Order of Precedence.

In case of conflict between the terms of this Agreement and the terms in any document attached as an exhibit or otherwise incorporated by reference, the terms of this Agreement shall strictly prevail.

18.0 Equal Employment Opportunity Practices.

Associate Counsel certifies and represents that, during the performance of this Agreement, 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. Associate Counsel further certifies that it will not maintain any segregated facilities. The Equal Employment Opportunity Practices provisions are set forth in Exhibit "D".

19.0 Ethical Guarantees.

19.1 Associate Counsel warrants that no gratuities (in the form of entertainment, gifts, or otherwise were offered or given by Associate Counsel, or any agent or representative of Associate Counsel, to any officer or employee of City with a view toward securing this Agreement or favorable treatment with respect to any determination concerning the performance of this Agreement. In the event of breach of this warranty, City shall be entitled to pursue the same remedies including, but not limited to, termination, against Associate Counsel as it could pursue in the event of Associate Counsel's default.

19.2 Associate Counsel and its members shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.).

20.0 Right to Offset Claims for Money.

All claims of money due or to become due from City shall be subject to deduction or offset by City from any monies due Associate Counsel by reason of any claim or counterclaim arising out of: (i) this Agreement, or (ii) any purchase order, or (iii) any other transaction with Associate Counsel.

21.0 Modification.

Any modification of this Agreement will be effective only if it is in writing executed by all parties to this Agreement, and, where applicable, if it is approved by City Council.

22.0 Severability/Partial Invalidity.

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal, or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situations shall remain in full force and effect. Notwithstanding the foregoing, if any material term or provision of this Agreement or the application of such material term or condition to a particular situation is finally found to be void, invalid, illegal, or unenforceable by a court of competent jurisdiction, then the parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

23.0 Time of the Essence.

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

24.0 No assignment by a party hereto of any rights under or interest in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically state to the contrary in written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

[Signatures Begin on Next Page].

IN WITNESS WHEREOF, the City and Associate Counsel have executed this Agreement as of the Commencement Date stated on the cover page and agree as set forth hereinabove.

DATED:

CITY OF VERNON, a California charter City
and California municipal corporation

By: _____
Carlos Fandino, City Administrator

DATED:

Alvarez-Glasman & Colvin, a California
Partnership

By: _____

Name: _____

Title: _____

ATTEST:

Lisa Pope, City Clerk

APPROVED AS TO FORM:

Zaynah N. Moussa,
Interim City Attorney

EXHIBIT A

SCOPE OF SERVICES

On an as-needed basis and at the direction of the Interim City Attorney, the legal services to be provided by Associate Counsel to the City include the following:

1. Provide routine legal assistance, advice and consultation to the City Council and City staff relating to general public law issues, potential tort liability and risk management.
2. Prepare, review and approve legal opinions, ordinances, resolutions, agreements and related documents, and amendments thereto.
3. If needed, attend meeting of the City Council and other Boards and Commissions of the City as may from time to time be requested by the City.
4. Perform such other or additional general legal services as may be requested by the City.
5. Provide representation in litigation matters, court proceedings, administrative proceedings or hearings, and administrative enforcement matters, as requested.

EXHIBIT B

Alvarez-Glasman & Colvin
13181 Crossroads Parkway North,
Suite 400 – West Tower
City of Industry, CA 91746
(562) 699-5500

Zaynah N. Moussa, Interim City Attorney
City Attorney's Office
City of Vernon
4305 Santa Fe Avenue
Vernon, CA 90058

Re: Outside Legal Services

Dear Mrs. Moussa:

The following hourly fees are agreeable:

- A) Arnold M. Alvarez-Glasman, Managing Partner, except for special legal services defined in item C below \$250.00
- B) Partners or Associates providing routine legal services \$250.00
- C) Partners or Associates providing litigation, cannabis Land use or real estate matters \$275.00

Out of pocket expenses (i.e. postage, photocopy costs, mileage and travel costs) will be reimbursed for actual costs pursuant to Section 4.2.

Sincerely,

Arnold M. Alvarez-Glasman,
Managing Partner

EXHIBIT C

POLICY FOR INVESTIGATION AND DISCOVERY ASSISTANCE

The following sets forth the policy of this office regarding investigation and other assistance in the defense of liability cases involving the City of Vernon or City employees. The objective is to provide current and long-range investigative assistance and guidance on all liability cases.

1. Copies of the summons, complaint and claims investigation reports, if available, will be forwarded to Associate Counsel upon assignment of the lawsuit to defense counsel.
2. Associate Counsel, in evaluating the lawsuit, is to advise the City Attorney as to further investigative needs. The services of an investigating agency, approved by the City Attorney, may be requested to assist Associate Counsel in their investigation. The agency is to furnish this office with copies of all its reports.
3. After receiving Associate Counsel's request, the investigating agency commences the specified investigation and outlines its recommendations for additional investigation, but does not commence such additional investigation until specifically requested by Associate Counsel to do so.
4. In addition to investigation, the investigating agency assists with such discovery, needed diagrams, photographs and other information as may be requested by Associate Counsel.
5. Associate Counsel is requested to review the claims investigation file sent with the assignment of defense so as to preclude unnecessary or duplicate investigative expenses.
6. Copies of the Vernon Municipal Code and other City documents can be readily obtained from the City Attorney's Office.
7. Attendance at mandatory settlement conferences will include only Associate Counsel and an attorney from the City Attorney's Office. Neither the Claims Coordinator nor investigators shall attend unless specifically requested to do so by this office.

EXHIBIT D

EQUAL OPPORTUNITY EMPLOYMENT

PRACTICES PROVISIONS

- A. Associate Counsel 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. Associate Counsel further certifies that it will not maintain any segregated facilities.
- B. Associate Counsel agrees that it shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of Associate Counsel, 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. Associate Counsel 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. Associate Counsel 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-690-2021

Submitted by: Efrain Sandoval

Submitting Department: Public Utilities

Meeting Date: July 20, 2021

SUBJECT

Demand Response Provider Agreement between the California Independent System Operator (CAISO) and City of Vernon

Recommendation:

Approve and authorize the City Administrator to execute the Demand Response Provider Agreement with the California Independent System Operator (CAISO), in substantially the same form as submitted, to ensure the City's continued use of its interruptible agreement with Matheson Tri-Gas as a credit towards its monthly Resource Adequacy requirement.

Background:

The California Independent System Operator (CAISO), as the electric grid operator, is responsible for maintaining a reliable electric grid. One of the keys to maintaining a reliable grid is to ensure that the electric system has the adequate resources it needs to meet its electric demand. To do this, the CAISO has established provisions in its Tariff that are intended to ensure that Load Serving Entities (LSEs), such as the City of Vernon (Vernon Public Utilities), will secure sufficient resources to meet their customers' energy demands.

Pursuant to Section 40 of the CAISO Tariff, LSEs must annually provide a Resource Adequacy demonstration or plan to the CAISO. The Resource Adequacy demonstration must include: (1) A coincident peak Demand Forecast, (2) Reserve Margin, (3) Qualifying Capacity Criteria, (4) Annual and monthly Resource Adequacy and Supply data, (5) A list of Resource Adequacy Resources that will be counted on to satisfy its Local Capacity Requirement, and (6) Flexible Resource Adequacy Capacity Requirement.

Effective August 2021, the CAISO plans to implement procedural changes in its Resource Adequacy validation process altering how interruptible load credits are applied to the City of Vernon's Resource Adequacy requirement. The CAISO's new requirement states that any interruptible load must have a Reliability Demand Response Resource ID assigned to it. In order to have a Reliability Demand Response Resource ID assigned to its interruptible load, the City must undergo a registration process, which includes executing a Demand Response Provider Agreement with CAISO.

In an effort to adhere to CAISO's new requirements and avoid losing the monthly credit towards the Resource Adequacy requirement, staff recommends approval of the proposed Demand Response Provider Agreement. It is important for the City to meet the Resource Adequacy requirement as not doing so could result in substantial cost obligations to the CAISO and would be detrimental to the Utilities reputation as a reliable service provider. The proposed agreement has been reviewed and approved as to form by the City Attorney's Office.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [CAISO Demand Response Provider Agreement](#)

**CALIFORNIA INDEPENDENT SYSTEM
OPERATOR CORPORATION**

AND

CITY OF VERNON

**DEMAND RESPONSE PROVIDER
AGREEMENT**

CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION**AND****CITY OF VERNON****DEMAND RESPONSE PROVIDER AGREEMENT (DRPA)**

THIS AGREEMENT is dated this 20 day of July, 2021 and is entered into, by and between:

- (1) **City of Vernon**, having its registered and principal place of business located at 4305 Santa Fe Avenue, Vernon, CA 90058 (the "Demand Response Provider");

and
- (2) **California Independent System Operator Corporation** ("CAISO"), a California nonprofit public benefit corporation having a principal executive office located at such place in the State of California as the CAISO Governing Board may from time to time designate.

The Demand Response Provider and the CAISO are hereinafter referred to as the "Parties".

Whereas:

- A.** The CAISO Tariff provides that the CAISO shall only accept Bids for a Proxy Demand Resource or a Reliability Demand Response Resource from a Scheduling Coordinator.
- B.** The CAISO Tariff further provides that Demand Response Services may be provided by Demand Response Providers.
- C.** The Demand Response Provider desires to provide Demand Response Services from Proxy Demand Resources and/or Reliability Demand Response Resources through a Scheduling Coordinator and represents to the CAISO that it will comply with the applicable provisions of the CAISO Tariff.
- D.** The Parties are entering into this Agreement in order to establish the terms and conditions on which the CAISO and the Demand Response Provider will discharge their respective duties and responsibilities under the CAISO Tariff.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, **THE PARTIES AGREE** as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

- 1.1 Master Definitions Supplement.** All terms and expressions used in this Agreement shall have the same meaning as those contained in the Master Definitions Supplement in Appendix A of the CAISO Tariff.
- 1.2 Rules of Interpretation.** The following rules of interpretation and conventions shall apply to this Agreement:
- (a) if there is any inconsistency between this Agreement and the CAISO Tariff, the CAISO Tariff will prevail to the extent of the inconsistency;
 - (b) the singular shall include the plural and vice versa;
 - (c) the masculine shall include the feminine and neutral and vice versa;
 - (d) “includes” or “including” shall mean “including without limitation”;
 - (e) references to a Section, Article or Schedule shall mean a Section, Article or a Schedule of this Agreement, as the case may be, unless the context otherwise requires;
 - (f) a reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented or restated through the date as of which such reference is made;
 - (g) unless the context otherwise requires, references to any law shall be deemed references to such law as it may be amended, replaced or restated from time to time;
 - (h) unless the context otherwise requires, any reference to a “person” includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having separate legal personality;
 - (i) unless the context otherwise requires, any reference to a Party includes a reference to its permitted successors and assigns;
 - (j) any reference to a day, week, month or year is to a calendar day, week, month or year; and
 - (k) the captions and headings in this Agreement are inserted solely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and conditions of this Agreement.

ARTICLE II

ACKNOWLEDGEMENTS OF DEMAND RESPONSE PROVIDER AND CAISO

- 2.1 CAISO Responsibility.** The Parties acknowledge that the CAISO is responsible for the efficient use and reliable operation of the CAISO Controlled Grid consistent with achievement of planning and Operating Reserve criteria no less stringent than those established by the Western Electricity Coordinating Council and the North American Electric Reliability Corporation and further acknowledge that the CAISO may not be able to satisfy fully these responsibilities if the Demand Response Provider fails to fully comply with all of its obligations under this Agreement and the CAISO Tariff.
- 2.2 Scope of Application to Parties.** The Demand Response Provider and CAISO acknowledge that to submit Bids for Proxy Demand Resources or Reliability Demand Response Resources to the CAISO through a Scheduling Coordinator, the Demand Response Provider must register its Proxy Demand Resources or Reliability Demand Response Resources in the CAISO's Demand Response System. The Demand Response Provider warrants that it owns, operates, or has sufficient contractual entitlement to provide Demand Response Services from the Proxy Demand Resources and Reliability Demand Response Resources it represents in accordance with the CAISO Tariff.

ARTICLE III

TERM AND TERMINATION

- 3.1 Effective Date.** This Agreement shall be effective as of the later of the date it is executed by the Parties or the date accepted for filing and made effective by FERC, if such FERC filing is required, and shall remain in full force and effect until terminated pursuant to Section 3.2 of this Agreement.
- 3.2 Termination**
- 3.2.1 Termination by CAISO.** Subject to Section 5.2, the CAISO may terminate this Agreement by giving written notice of termination in the event that the Demand Response Provider commits any material default under this Agreement and/or the CAISO Tariff which, if capable of being remedied, is not remedied within thirty (30) days after the CAISO has given, to the Demand Response Provider, written notice of the default, unless excused by reason of Uncontrollable Forces in accordance with Article X of this Agreement; provided, however, that any outstanding financial right or obligation or any other obligation under the CAISO Tariff of the Demand Response Provider that has arisen while the Demand Response Provider was submitting Bids for Proxy Demand Resources, or Reliability Demand Response Resources and any provision of this Agreement necessary to give effect to such right or obligation, shall survive until satisfied. With respect to any notice of termination given pursuant to this Section, the

CAISO must file a timely notice of termination with FERC, if this Agreement was filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if: (1) the filing of the notice of termination is made after the preconditions for termination have been met, and the CAISO files the notice of termination within sixty (60) days after issuance of the notice of default; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such a notice of termination, if filed with FERC, or thirty (30) days after the date of the CAISO's notice of default, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

3.2.2 Termination by Demand Response Provider. In the event that the Demand Response Provider no longer wishes to submit Bids or transmit Energy over the CAISO Controlled Grid, it may terminate this Agreement, on giving the CAISO not less than ninety (90) days written notice, provided, however, that in accordance with Section 4.1.2, the Demand Response Provider may eliminate from the Demand Response System Proxy Demand Resources or Reliability Demand Response Resources which it no longer provides for and such modification shall be effective upon receipt of notice by the CAISO; provided that a Demand Response Provider with Reliability Demand Response Resources is not permitted to terminate this Agreement effective as of a date within a Reliability Demand Response Services Term to which those Reliability Demand Response Resources are subject; and provided further that any outstanding financial right or obligation or any other obligation under the CAISO Tariff of the Demand Response Provider that has arisen while the Demand Response Provider was submitting Bids for Proxy Demand Resources or Reliability Demand Response Resources, and any provision of this Agreement necessary to give effect to such right or obligation, shall survive until satisfied. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of termination with FERC, if this Agreement has been filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if: (1) the request to file a notice of termination is made after the preconditions for termination have been met, and the CAISO files the notice of termination within thirty (30) days of receipt of such request; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such a notice of termination, if such notice is required to be filed with FERC, or upon ninety (90) days after the CAISO's receipt of the Demand Response Provider's notice of termination, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

ARTICLE IV

GENERAL TERMS AND CONDITIONS

4.1 General Terms and Conditions Applicable to Both Proxy Demand Resources and Reliability Demand Response Resources.

4.1.1 Demand Response Provider Requirements. The Demand Response Provider must register with the CAISO through the Demand Response System and comply with all terms of the CAISO Tariff. A Demand Response Provider that aggregates the demand response of customers for utilities that distribute: (1) over four million MWh in the previous fiscal year must certify to the CAISO that its participation is not prohibited by the Local Regulatory Authority; or (2) four million MWh or less in the previous fiscal year must certify to the CAISO that its participation is permitted by the Local Regulatory Authority applicable to Demand Response Providers, and that it has satisfied all applicable rules and regulations of the Local Regulatory Authority. The Demand Response Provider must certify to the CAISO that any required bilateral agreements between the Demand Response Provider and the Load Servicing Entities or other agreements required by the Local Regulatory Authority are fully executed.

4.1.2 Agreement Subject to CAISO Tariff. The Parties will comply with all applicable provisions of the CAISO Tariff. This Agreement shall be subject to the CAISO Tariff, which shall be deemed to be incorporated herein.

4.1.3 Obligations relating to Major Incidents. The Demand Response Provider shall promptly provide such information as the CAISO may reasonably require in relation to the CAISO's investigations of operating situations or events, or for the CAISO's reporting to the authorities such as the FERC, California Public Utilities Commission, Western Electricity Coordinating Council, or North American Electric Reliability Corporation.

4.2 General Terms and Conditions Applicable Solely to Proxy Demand Resources

4.2.1 Technical Characteristics. As required by Sections 8.3.4 and 8.4 of the CAISO Tariff, the Demand Response Provider shall provide the CAISO with all technical and operational information required for each Proxy Demand Resource that it owns, operates, or to which it has a contractual entitlement. For those Proxy Demand Resources designated by the Demand Response Provider as providing Demand Response Services, the Demand Response Provider shall indicate whether the Proxy Demand Resource can submit Bids as qualifying Ancillary Services. Pursuant to Sections 8.9 and 8.10 of the CAISO Tariff, the CAISO may verify, inspect and test the capacity and operating characteristics provided for Proxy Demand Resources. The CAISO will maintain the required technical and operational information, which has been verified by the appropriate Load Serving Entity and Utility Distribution Company, as appropriate.

4.2.2 Metering and Communication. Metering requirements for the submittal of Settlement Quality Meter Data for Scheduling Coordinator Metered Entities will be in accordance with Section 10.3 of the CAISO Tariff. Pursuant to Sections 8.4.5 and 8.4.6 of the CAISO Tariff, Demand Response Services that are scheduled or bid as qualifying Ancillary Services are required to comply with the CAISO's communication and metering requirements.

4.2.3 Notification of Changes. The Demand Response Provider shall notify the CAISO of any proposed change(s) to registration to technical information. The CAISO will update the Master File in accordance with Section 30.7.3.2 of the CAISO Tariff. Pursuant to Sections 8.9 and 8.10 of the CAISO Tariff, the CAISO may verify, inspect and test the capacity and operating characteristics of the revised information provided. Unless the Proxy Demand Resource fails to test at the values in the proposed change(s), the Demand Response Provider's proposed change(s) will become effective upon the effective date for the next scheduled update of the Master File, provided that the Demand Response Provider submits the changed information by the applicable deadline and is tested by the deadline. Subject to such notification, this Agreement shall not apply to any Proxy Demand Resources which the Demand Response Provider no longer owns, operates or to which it no longer has a contractual entitlement.

4.2.4 Obligations Relating to Ancillary Services

4.2.4.1 Submission of Bids and Self-provided Schedules. When the Scheduling Coordinator on behalf of the Demand Response Provider submits a Bid, the Demand Response Provider will, by the operation of this Section 4.2.4.1, warrant to the CAISO that it has the capability to provide that service in accordance with the CAISO Tariff and that it will comply with CAISO Dispatch Instructions for the provision of the service in accordance with the CAISO Tariff.

4.2.4.2 Ancillary Service Certification. The Demand Response Provider shall not use a Scheduling Coordinator to submit a Bid for the provision of an Ancillary Service or submit a Submission to Self-Provide an Ancillary Service unless the Scheduling Coordinator serving that Demand Response Provider is in possession of a current Ancillary Service certificate pursuant to Sections 8.3.4 and 8.4 of the CAISO Tariff.

4.3 General Terms and Conditions Applicable Solely to Reliability Demand Response Resources

4.3.1 Metering. Metering requirements for the submittal of Settlement Quality Meter Data for Scheduling Coordinator Metered Entities will be in accordance with Section 10.3 of the CAISO Tariff.

4.3.2 Notification of Changes. The Demand Response Provider shall notify the CAISO of any proposed change(s) to the registration of technical information. The CAISO will update the Master File in accordance with Section 30.7.3.2 of the

CAISO Tariff. This Agreement shall not apply to any Reliability Demand Response Resources which the Demand Response Provider no longer owns or operates or to which it no longer has a contractual entitlement.

ARTICLE V

PENALTIES AND SANCTIONS

- 5.1 Penalties.** If the Demand Response Provider fails to comply with any provisions of this Agreement, the CAISO shall be entitled to impose penalties and sanctions on the Demand Response Provider, including, solely with regard to Proxy Demand Resources, the penalties set forth in Sections 8.9.7 and 8.10.7 of the CAISO Tariff. No penalties or sanctions may be imposed under this Agreement unless a Schedule or CAISO Tariff provision providing for such penalties or sanctions has first been filed with and made effective by FERC. Nothing in this Agreement, with the exception of the provisions relating to the CAISO ADR Procedures, shall be construed as waiving the rights of the Demand Response Provider to oppose or protest any penalty proposed by the CAISO to the FERC or the specific imposition by the CAISO of any FERC-approved penalty on the Demand Response Provider.
- 5.2 Corrective Measures.** If the Demand Response Provider fails to meet or maintain the requirements set forth in this Agreement and/or the CAISO Tariff, the CAISO shall be permitted to take any of the measures, contained or referenced in the CAISO Tariff, which the CAISO deems to be necessary to correct the situation.

ARTICLE VI

COSTS

- 6.1 Operating and Maintenance Costs.** The Demand Response Provider shall be responsible for all its costs incurred in meeting its obligations under this Agreement for the Proxy Demand Resources and Reliability Demand Response Resources identified in the Demand Response System.

ARTICLE VII

DISPUTE RESOLUTION

- 7.1 Dispute Resolution.** The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. In the event any dispute is not settled, the Parties shall adhere to the CAISO ADR Procedures set forth in Section 13 of the CAISO Tariff, which is incorporated by reference, except that any reference in Section 13 of the CAISO Tariff to Market Participants shall be read as a reference to the Demand Response Provider and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE VIII

REPRESENTATIONS AND WARRANTIES

- 8.1 Authorization to Enter Into Agreement.** Each Party represents and warrants that the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate and/or governmental actions, to the extent authorized by law.
- 8.2 Necessary Approvals as to Proxy Demand Resources and Reliability Demand Response Resources.** The Demand Response Provider represents that all necessary leases, approvals, permits, licenses, easements, rights of way or access to install, own and/or operate the Proxy Demand Resources and Reliability Demand Response Resources for which it will Bid or otherwise act under this Agreement have been obtained by the Demand Response Provider prior to submitting technical information.
- 8.3 Local Regulatory Authority.** A Demand Response Provider that aggregates the demand response of customers for utilities that distribute: (1) over four million MWh in the previous fiscal year must represent and warrant to the CAISO that its participation is not prohibited by the Local Regulatory Authority; or (2) four million MWh or less in the previous fiscal year must represent and warrant to the CAISO that its participation is permitted by the Local Regulatory Authority.

ARTICLE IX

LIABILITY

- 9.1 Liability.** The provisions of Section 14 of the CAISO Tariff will apply to liability arising under this Agreement, except that all references in Section 14 of the CAISO Tariff to Market Participants shall be read as references to the Demand Response Provider and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE X

UNCONTROLLABLE FORCES

- 10.1 Uncontrollable Forces Tariff Provisions.** Section 14.1 of the CAISO Tariff shall be incorporated by reference into this Agreement except that all references in Section 14.1 of the CAISO Tariff to Market Participants shall be read as a reference to the Demand Response Provider and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE XI

MISCELLANEOUS

- 11.1 Assignments.** Either Party may assign or transfer any or all of its rights and/or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff. Such consent shall not be unreasonably withheld. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights and/or obligations under this Agreement as if said successor in interest was an original Party to this Agreement.
- 11.2 Notices.** Any notice, demand, or request which may be given to or made upon either Party regarding this Agreement shall be made in accordance with Section 22.4 of the CAISO Tariff, provided that all references in Section 22.4 of the CAISO Tariff to Market Participants shall be read as a reference to the Demand Response Provider and references to the CAISO Tariff shall be read as references to this Agreement, and unless otherwise stated or agreed shall be made to the representative of the other Party indicated in Schedule 2. A Party must update the information in Schedule 2 of this Agreement as information changes. Such changes shall not constitute an amendment to this Agreement.
- 11.3 Waivers.** Any waiver at any time by either Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.
- 11.4 Governing Law and Forum.** This Agreement shall be deemed to be a contract made under, and for all purposes shall be governed by and construed in accordance with, the laws of the State of California, except its conflict of law provisions. The Parties irrevocably consent that any legal action or proceeding arising under or relating to this Agreement to which the CAISO ADR Procedures do not apply, shall be brought in any of the following forums, as appropriate: any court of the State of California, any federal court of the United States of America

located in the State of California, or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission.

- 11.5 Consistency with Federal Laws and Regulations.** This Agreement shall incorporate by reference Section 22.9 of the CAISO Tariff as if the references to the CAISO Tariff were referring to this Agreement.
- 11.6 Merger.** This Agreement constitutes the complete and final agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter.
- 11.7 Severability.** If any term, covenant, or condition of this Agreement or the application or effect of any such term, covenant, or condition is held invalid as to any person, entity, or circumstance, or is determined to be unjust, unreasonable, unlawful, imprudent, or otherwise not in the public interest by any court or government agency of competent jurisdiction, then such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants, and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect and the Parties shall be relieved of their obligations only to the extent necessary to eliminate such regulatory or other determination unless a court or governmental agency of competent jurisdiction holds that such provisions are not separable from all other provisions of this Agreement.
- 11.8 Amendments.** This Agreement and the Schedules attached hereto may be amended from time to time by the mutual agreement of the Parties in writing. Amendments that require FERC approval shall not take effect until FERC has accepted such amendments for filing and made them effective. Nothing herein shall be construed as affecting in any way the right of the CAISO to make unilateral application to FERC for a change in the rates, terms and conditions of this Agreement under Section 205 of the FPA and pursuant to FERC's rules and regulations promulgated thereunder, and the Demand Response Provider shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to Section 206 or any other applicable provision of the FPA and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the FPA and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein. The standard of review FERC shall apply when acting upon proposed modifications to this Agreement by the CAISO shall be the "just and reasonable" standard of review rather than the "public interest" standard of review. The standard of review FERC shall apply when acting upon proposed modifications to this Agreement by FERC's own motion or by a signatory other than the CAISO or non-signatory entity shall also be the "just and reasonable" standard of review. Schedules 1, and 2 are provided for informational purposes and revisions to

those schedules do not constitute a material change in the Agreement warranting FERC review.

- 11.9 Counterparts.** This Agreement may be executed in one or more counterparts at different times, each of which shall be regarded as an original and all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on behalf of each by and through their authorized representatives as of the date hereinabove written.

California Independent System Operator Corporation

By:_____

Name:_____ Neil Miller

Title:_____ VP, Infrastructure and Operations Planning

Date:_____

City of Vernon

By:_____

Name:_____ Carlos R. Fandino

Title:_____ City Administrator

Date:_____

ATTEST:

Lisa Pope, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, Interim
City Attorney

SCHEDULE 1**CAISO IMPOSED PENALTIES AND SANCTIONS****[Section 5.1]****TO BE INSERTED UPON FERC APPROVAL**

SCHEDULE 2**NOTICES****[Section 11.2]****Demand Response Provider**

Name of Primary

Representative: Abraham Alemu

Title: General Manager of Vernon Public Utilities

Company: City of Vernon

Address: 4305 Santa Fe Avenue

City/State/Zip Code: Vernon, CA 90058

Email Address: aalemu@ci.vernon.ca.us

Phone: 323-583-8811 ext. 250

Fax 323-826-1425

Name of Alternative

Representative: Efrain Sandoval

Title: Principal Resource Scheduler/Trader

Company: City of Vernon

Address: 4305 Santa Fe Avenue

City/State/Zip Code: Vernon, CA 90058

Email Address: esandoval@ci.vernon.ca.us

Phone: 323-826-1424

Fax 323-826-3629

CAISO

Name of Primary Representative: Regulatory Contracts

Title: N/A

Address: 250 Outcropping Way

City/State/Zip Code: Folsom, CA 95630

Email address: RegulatoryContracts@caiso.com

Phone: (916) 351-4400

Fax: (916) 608-5063

Name of Alternative Representative: Christopher J. Sibley

Title: Manager, Regulatory Contracts

Address: 250 Outcropping Way

City/State/Zip Code: Folsom, CA 95630

Email address: csibley@caiso.com

Phone: (916) 608-7030

Fax: (916) 608-5063

City Council Agenda Item Report

Agenda Item No. COV-670-2021

Submitted by: Daniel Wall

Submitting Department: Public Works

Meeting Date: July 20, 2021

SUBJECT

Consideration of Helping Hands Society of Los Angeles Fee Waiver

Recommendation:

- A. Find that the proposed action is exempt under the California Environmental Quality Act ("CEQA") review, because it is a continuing administrative activity that will not result in any direct or indirect physical changes in the environment, and therefore does not constitute a "project" as defined by CEQA Guidelines section 15378, and to the extent the Helping Hands Society of Los Angeles seeks to engage in actual physical construction or development, such would be subject to separate and independent CEQA review and analysis; and
- B. Waive occupancy permit and business license fees.

Background:

A presentation will be made by Shelia Lopez, Executive Director of The Helping Hands Society of Los Angeles (HHSLA). HHSLA is a 501 (c)(3) non-profit that serves the community by providing perishable and non-perishable food items, personal hygiene items, and clothing to small food pantries, other non-profit organizations, and charitable foundations for distribution to those in need.

As a 501 (c)(3), HHSLA has requested that the City waive the occupancy permit fee and business license fee for its new location at 2360 E. 51st Street. The cost of the occupancy permit is \$885; and the cost of the business license fees are \$916.50.

In the past, the City has waived business license and certificate of occupancy fees when the presence and operation of an organization within Vernon boundaries is positive for the City. As a good neighbor, and as reflected by the City's support for non-profit organizations through its Vernon CommUNITY Fund, Vernon understands the significant positive impact that the services offered by entities like HHSLA have on the the Southeast area. Working with HHSLA to aid in their establishment of an operation here in Vernon is aligned with the City's greater efforts to empower residents of the region who are generally underserved and underrepresented, and who greatly benefit from the offerings of our non-profit community partners.

The positive public relations value accrual to the City by virtue of HHSLA's presence in the Vernon community is intangible, but potentially significant.

Fiscal Impact:

The cost of the occupancy permit is \$885. The cost of the business license fees are \$916.50. Therefore, the total cost of fees being considered is \$1,801.50.

Attachments:

City Council Agenda Item Report

Agenda Item No. COV-714-2021

Submitted by: Michael Earl

Submitting Department: Human Resources

Meeting Date: July 20, 2021

SUBJECT

Appointment of Robert Sousa as Police Chief

Recommendation:

Adopt Resolution No. 2021-26 appointing Robert Sousa to serve as Police Chief for the City of Vernon effective July 29, 2021, and approving and authorizing the execution of a related at-will employment agreement.

Background:

Upon the announcement that current Police Chief, Anthony Miranda, would be retiring on July 28, 2021, the Human Resources Department initiated a recruitment process for a successor Police Chief.

The recruitment period to fill the anticipated vacancy began May 17, 2021 and ran through June 13, 2021. The City received nineteen applications and resumes. Of those applications received, fourteen met or exceeded the minimum qualifications for the position. Following an in-depth review of the application materials submitted, seven candidates were determined to be the most highly qualified and were invited to participate in the interview process which was conducted on June 29, 2021. Two final candidates were recommended by the external interview panel for final consideration. Final interviews with the City Administrator and the City Council were conducted on July 6, 2021. The City Administrator has recommended the appointment of Robert Sousa to serve as Police Chief for the City of Vernon.

CANDIDATE BACKGROUND

Robert Sousa began his law enforcement career with the City of Vernon as a Police Officer on August 11, 1997. Since that time, Mr. Sousa has progressed through the ranks of the Department serving as Police Sergeant, Police Lieutenant, and most recently as the Police Captain. Mr. Sousa has twenty-four years of law enforcement experience.

Mr. Sousa possesses a Bachelor's degree in Occupational Studies and a Master's degree in Management. In addition, he has obtained management-level certification from the California Commission on Peace Officer Standards and Training.

Mr. Sousa competed among a pool of very highly qualified applicants from other police departments throughout California and nationally. Mr. Sousa rose to the top of the group having demonstrated exceptional leadership skills, a passion for the field of law enforcement, and an unwavering commitment to the Vernon community and the men and women of the Vernon Police Department.

Mr. Sousa is to be appointed at step 3 (\$22,217) of the established salary range for the Police Chief position as listed on the City's publicly available salary schedule and will receive benefits consistent with other executive management classifications as set forth in the City's Fringe Benefits Policy. Salary placement at this step in the salary range is due to his current salary as Police Captain which includes base salary, P.O.S.T. Certification pay, and longevity pay which are not available for executive positions.

Fiscal Impact:

There is no additional cost to fill this position due to the anticipated current vacancy in the Police Department.

Attachments:

1. [Resolution No. 2021-26](#)

RESOLUTION NO. 2021-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON APPOINTING ROBERT SOUSA TO SERVE AS THE POLICE CHIEF OF THE CITY OF VERNON AND APPROVING AND AUTHORIZING THE EXECUTION OF A RELATED AT-WILL EMPLOYMENT AGREEMENT

SECTION 1. Recitals.

- A. Following the announcement of the July 28, 2021, retirement of the existing Police Chief, the Human Resources Department initiated a recruitment process to fill the vacancy.
- B. The Human Resources Department created an executive recruitment brochure for the position (attached hereto as Exhibit A) and conducted a broad and extensive recruitment that included multiple screenings and interviews of numerous applicants.
- C. The City Council conducted final interviews of the two highest ranking candidates at a special City Council meeting on July 6, 2021.
- D. The City Administrator recommended Robert Sousa to the City Council of the City of Vernon as the most qualified candidate and initiated the pursuit of the employment of Sousa as the Police Chief of the City of Vernon, subject to approval of an at-will employment agreement and successful completion of the pre-employment process.
- E. The City Council of the City of Vernon desires to appoint Robert Sousa to serve as the Police Chief, effective July 29, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VERNON AS FOLLOWS:

SECTION 2. The City Council of the City of Vernon hereby finds and determines that the above recitals are true and correct.

SECTION 3. The City Council hereby appoints Robert Sousa to serve as the Police Chief of the City of Vernon, effective July 29, 2021.

SECTION 4. The City Council hereby approves and authorizes the execution of the At-Will Employment Agreement with Robert Sousa to serve as Police Chief of the City of Vernon, in substantially the same form as attached hereto as Exhibit B.

SECTION 5. The City Clerk, or any authorized officer, shall administer the Oath of Office prescribed in the Constitution of the State of California to Sousa and shall have him subscribe to it and file it with the Human Resources Department.

SECTION 6. The City Council of the City of Vernon hereby directs the City Clerk, or the City Clerk's designee, to give a fully executed Agreement to Sousa.

SECTION 7. The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

APPROVED AND ADOPTED this 20th day of July, 2021.

MELISSA YBARRA, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

ZAYNAH N. MOUSSA,
Interim City Attorney



CITY OF VERNON

Invites your interest for the position of
POLICE CHIEF





THE COMMUNITY

The City of Vernon is an industrial city of 5.2 square miles located about five miles to the southeast of downtown Los Angeles. Founded in 1905 as the first exclusively industrial city in the Southwestern United States (its residential population is approximately 250). Vernon currently houses more than 1,800 businesses that employ approximately 50,000 people, serving as a vital economic region. Vernon offers an environment uniquely friendly to business and is home to many Fortune 500 companies in industries that include food and agriculture, apparel, steel, plastics, logistics and home furnishings. Vernon maintains strong philanthropic ties with the neighboring communities where much of its workforce lives, providing significant support for public services such as health care and education.

The City is about to embark on aggressive plans for its future as it moves towards increasing its residential population. With Vernon's proximity to downtown Los Angeles and major regional and worldwide economic markets and industries, unique opportunities exist in the community to address regional housing shortages while establishing itself as an ideal place to both live and work.

THE ORGANIZATION

The five members of the City Council are elected at large, on a non-partisan basis, for five year staggered terms and, as a result of 2011 Charter amendments, no person may serve more than two full terms of office. The Mayor is selected by the Council. The City's total budget for FY 2021-22 is a little over \$342 million (the General Fund budget is almost \$78 million) with approximately 205 employees. Vernon continues on the path towards creating greater accountability, transparency, community engagement, and fiscal sustainability with the goal to create a model government.

The City of Vernon is a full-service municipal organization providing a range of high quality and responsive services to the community. In addition to the Police Department, services are provided through eight (8) other City departments including Administration, City Attorney, City Clerk, Finance, Health and Environmental Control, Human Resources, Public Utilities, and Public Works. Since October of 2020, Fire services are provided through a contractual partnership with the Los Angeles County Fire Protection District.

THE POLICE DEPARTMENT

The Vernon Police Department is dedicated to providing excellence in public safety to the community through superior service and community involvement. Departmental personnel are expected to perform their duties with a high degree of professionalism. In recent years, the Vernon Police Department has been actively engaged with the Vernon community and has established itself as a well-respected community partner. In addition, the Department has developed an engaged professional and respectful reputation with its regional law enforcement partner agencies.

The Department is organized into two divisions: Patrol Field Services and Support Services, and consists of 43 sworn and 14 non-sworn personnel. In addition to the Chief, sworn positions include 32 Police Officers, 7 Police Sergeants, 2 Police Lieutenants, and 1 Police Captain.

THE POSITION

Under limited supervision, the Police Chief plans, directs, and coordinates the operations of all personnel and activities of the Police Department; directs staff to provide for the safety and security of the citizens, and provides

THE POSITION, con't.

command leadership to assure the delivery of professional police service in an efficient and ethical manner; assures the operations of the Vernon Police Department are in compliance with state and federal laws and City of Vernon policies and standards; performs other related duties and responsibilities as may be required. The Police Chief is appointed by the Vernon City Council and reports directly to and is under supervision of the City Administrator to exercise full responsibility for the overall supervision and operation of the Police Department.

The Police Chief is a critical member of the Executive Management team that has been assembled to successfully address and respond to the myriad of issues that Vernon faces on a daily basis.

The Police Chief must have diverse knowledge in a variety of fields and be able to direct staff. The role requires the oversight of all police control matters, the utilization of expertise to evaluate solutions, and the ability to provide critical feedback to urgent, complex issues that arise. Flexibility, levelheadedness in high-pressure situations, effective verbal and written communication, and delivery of sound direction to staff are components of an effective leader for the Police Department.

Key challenges and opportunities facing the Police Chief include:

Succession Planning – While staffing in the department is anticipated to stabilize in the immediate future, a strong mentorship and development of personnel must continue in order to prepare the Department for the future.

Strategic Planning – Preparing for police reform in the wake of the most recent events surrounding community and race relations, diversity, ethics, and tactical strategies, the chief will need to lead the department in advance of new legislation that will allow for the most transparent, accountable and complex reforms and reporting systems.

Advanced Technologies – The chief will need to be astute to the latest technologies that will help provide oversight, reporting, and accountability for the department.

Advanced Management of Limited Resources – The Police Department maintains a lean operating budget due to the fiscal challenges from limited revenues and increased costs. It will be essential to maintain a fiscally sound operating budget managing both expenses and revenues.



THE IDEAL CANDIDATE

The City of Vernon is seeking a hands-on, forward-thinking Police Chief to help lead the Police Department in meeting its goals and providing “best-in-class” law enforcement services to the residents and businesses in the City. The Police Chief will be an active member of the City’s executive management team. The desired candidate will bring proven leadership experience, excellent interpersonal skills, and a commitment to service and community engagement. The individual will communicate directly and openly and maintain a transparent relationship with the City Administrator, City Council, city staff, and the community. The ideal candidate will be someone with excellent diplomacy and relationship-building skills, who is politically savvy, yet apolitical.

The ideal candidate will recognize the successes recently made in community engagement, understand the value of an engaged community, and seek out new and creative ways to engage with both the residents and businesses that call Vernon home. An understanding of working in smaller organizations with smaller budgets will also be key for success.

The next Police Chief in the City of Vernon should be versed in the issues surrounding the future of community policing and have creative solutions to address changes in regulatory controls and in the public perception and expectations of law enforcement functions and personnel.

Required Training, Education and Experience:

Possession of a Bachelor’s Degree from an accredited college or university with a major in Criminal Science, Public Administration, or a related field; AND seven years of professional law enforcement management experience and two (2) years of experience at or above the level of Police Captain.

License and Certification Requirements:

A valid California State Driver’s License is required.

Must maintain Peace Officer certification with the California Commission on Peace Officer Standards and Training (POST).

California POST Advanced Certificate is required.

POST Background Required

The selected candidate will be required to successfully pass an extensive background investigation and qualifying medical, psychological, and polygraph examination consistent with California POST regulations.

Compensation

Effective July 4, 2021 the monthly salary range for this position is set at \$20,152 - \$24,494. Salary placement within the established salary range depends upon qualifications. In addition, benefits provided include: Vacation, holiday, sick, and administrative leave; life

insurance; Medical, dental, and vision insurance provided in an aggregate allowance of up to \$1,853.68 per month for family coverage depending on plan selected. Pre-tax supplemental insurance plans offered through AFLAC, Colonial Life, and Mutual of Omaha; the option of participating in a Section 125 IRS Plan for reimbursement of dependent care and medical costs; retirement through the California Public Employees Retirement System (CalPERS), with a 3% at 50 formula for classic members (classic employees pay a 12% total contribution) and a 2.7% at 57 retirement formula for new members (currently new employees pay a 13.75% contribution); 457 deferred compensation plan available at employee cost (City does not contribute); the City does not participate in Social Security; credit union membership available. The City has a 4/10 work schedule.

Selection Process

Completed application materials will be reviewed and those whose qualifications best meet or exceed the requirements of the position and appear to best meet the needs of the City will be invited to participate in the selection process. Resumes are not accepted in lieu of City applications. For a complete job description and more information about the City of Vernon and the Vernon Police Department, please visit our website at www.cityofvernon.org

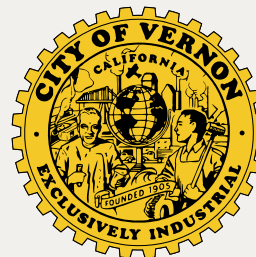
HOW TO APPLY

For an opportunity to work for an outstanding, dynamic, and progressive City committed to establishing itself as a model for good governance, please visit our website at www.cityofvernon.org and apply online. The City of Vernon is an Equal Opportunity Employer.

Required application materials include:

A cover letter, resume and completed City of Vernon online application.

Filing Deadline: Application materials must be submitted online no later than 11:59 p.m., Sunday, June 13, 2021.



If you have any questions, please contact Michael Earl, Director of Human Resources (323) 583-8811 ext. 239 or by email at mearl@ci.vernon.ca.us

AT-WILL EMPLOYMENT AGREEMENT (SAFETY)
BETWEEN THE CITY OF VERNON AND
ROBERT SOUSA

This Agreement is between the City of Vernon ("City") and Robert Sousa ("Employee").

Recitals

City desires to employ Employee as an at-will employee in the position of Police Chief. Employee desires to be the Police Chief and acknowledges that such employment is at-will.

The City Administrator, pursuant to the authority granted by the City of Vernon Charter and City Council, agrees to hire Employee, as an at-will employee, subject to the terms and conditions identified below.

AGREEMENT

Section 1: TERM

The effective date of this Agreement shall be July 29, 2021. Either party may terminate this Agreement pursuant to the provisions set forth below. Employee is an at-will employee and may be terminated, with or without cause, upon thirty (30) days written notice. Employee may resign with thirty (30) days advance notice as set forth in Section 8 below.

Section 2: DUTIES

A. City engages Employee as the Police Chief to perform the functions and duties specified in the job description for the position (Attachment "A", incorporated herein by this reference), as the same may be modified by the City Administrator, from time to time, and to perform such other legally permissible and proper duties and functions as the City Administrator shall, from time to time, assign.

B. Employee agrees that to the best of his ability and experience that he will at all times conscientiously perform the duties and obligations required, either express or implied, by the terms of this Agreement, the ordinances, resolutions and adopted policies of the City of Vernon and the laws and regulations of the State of California and the United States.

C. As a public employee, Employee is required to work a full and complete work week pursuant to the established work schedule as determined by the City Administrator, and devote whatever time is necessary to fulfill the employment responsibilities and duties as identified in this Agreement.

D. During the term of this Agreement, Employee is required to have and maintain a valid California Driver's license.

E. Employee acknowledges that in connection with the performance of his duties, he will obtain information from City employees and third parties that is of a confidential nature. Employee agrees that he will not disclose such confidential information other than to officers and employees of the City who have been authorized to have access to such information.

Employee further agrees that if he has a question as to the confidentiality of information obtained in the course of his employment; he will contact the City Attorney for advice.

Section 3: EXCLUSIVE EMPLOYMENT

Employee agrees to focus his professional time, ability and attention to City business during the term of this Agreement. Consequently, Employee agrees not to engage in any other business pursuits, whatsoever, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, for compensation, without the prior written consent of the City Administrator. This does not preclude Employee from volunteering his services to other entities or individuals as long as such volunteer services are not in conflict with the services to be provided by Employee under this Agreement.

Section 4: COMPENSATION

As compensation for the services to be rendered by Employee, City agrees to pay Employee a base starting salary of \$22,217, per month, payable in twenty-six (26) biweekly installments at the same time as other employees of the City are paid and subject to customary withholding. Salary adjustments (merit increases), if any, in Employee's salary during the term of this Agreement shall be at the sole discretion of the City Administrator based upon the City Administrator's evaluation of Employee's job performance and within the base salary range established by the City Council or as otherwise approved by the City Council. Any and all adjustments shall be in accordance with City personnel policies and procedures. Employee's salary shall be reflected in the City's publicly available salary schedule.

Section 5: BENEFITS

A. Retirement

As an employee of the City of Vernon, Employee will be enrolled in the California Public Employees Retirement System (PERS) retirement plan, as such plan may be amended by the City Council. As of the date of this employment agreement, such plan includes the 3% at 50 benefit formula for "classic" sworn public safety employees or the 2.7% at 57 benefit formula for "new" sworn public safety employees. The Employee pays for the employee contribution to PERS and any additional amount consistent with the City's Fringe Benefits Policy.

B. Other Executive Management benefits

Employee shall receive all benefits specified by the then current Resolutions of the City Council of Vernon for Executive Management Staff, including, without limitation, those related to Vacation, Administrative Leave, Holidays, Sick Leave, Medical and Dental Insurance, Life Insurance, Flexible Benefits Plans, Vision Care, Other Leaves, and Deferred Compensation, and other types of leave in accordance with the Personnel Policies and Procedures Manual.

C. Other Public Safety Related Benefits

Employee shall receive all benefits and special pay specified by the then-current Resolutions of City Council pertaining to Executive Personnel and any benefits provided specifically for the Police Chief, including Medical and Dental Insurance. Employee shall also receive Uniform Allowance pay, as specified by the then-current Vernon Police Management

Association Memorandum of Understanding. Any such special pay is in addition to the base salary amount.

Section 6: TERMINATION AND SEVERANCE PAY

- A. Employee is an at-will employee and serves at the will and pleasure of the City Administrator and may be terminated at any time, without cause, subject to the conditions of paragraphs B and C of this section, and subject to the provisions of the Public Safety Officers Procedural Bill of Rights. (Government Code Sections, 3300, et seq.)
- B. In the event that Employee is terminated by the City Administrator for reasons other than physical or mental incapacity, and other than those reasons noted in Paragraph E, below, the City agrees to pay the employee a severance amount equal to six (6) months of base salary.
- C. To be eligible for severance pay, as identified in paragraph B, of this section, Employee shall fulfill all of his obligations under this Agreement and shall sign a severance agreement and release of all claims against the City.
- D. All severance payments shall be paid within thirty (30) calendar days of the date Employee executes the severance agreement and release of all claims against the City.
- E. Notwithstanding paragraphs A, B and C, above, if Employee resigns or retires, or is terminated due to insubordination, incapacity, dereliction of duty, violation of the City's Alcohol and Drug-Free Workplace Policy III-1, conviction of a crime involving moral turpitude or involving personal gain to him or abuse of his office or position or any felony or a breach of this Agreement, City shall have no obligation to pay any severance provided in this section. Furthermore, Employee agrees that any severance provided shall be fully reimbursed to the City if the Employee is convicted of a crime involving an abuse of his office or position.
- F. Upon termination, Employee shall be paid for all earned, but unused, vacation time.

Section 7: ABUSE OF OFFICE OR POSITION

If Employee is paid leave salary during a pending investigation, any salary provided for that purpose shall be fully reimbursed to the City if Employee is convicted of a crime involving an abuse of his office or position.

If Employee is provided funds for any legal criminal defense during his employment with the City, any funds provided for that purpose shall be fully reimbursed to the City if the Employee is convicted of a crime involving an abuse of his office or position.

If this Agreement is terminated, any cash settlement related to the termination that Employee may receive from the City shall be fully reimbursed to the City if Employee is convicted of a crime involving an abuse of his office or position.

Section 8: RESIGNATION / RETIREMENT

Employee may resign at any time. Employee may retire, provided he is eligible for retirement, at any time. Employee agrees to provide thirty (30) calendar days advance written notice of the effective date of his resignation or retirement.

In the event Employee retires or resigns, Employee shall be entitled to payment for earned, but unused, vacation time, but not to severance pay as delineated in Section 6, paragraph B, above.

Section 9: DISABILITY

If Employee is permanently disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of thirty (30) calendar days beyond any earned sick leave, City shall have the option to terminate this Agreement; however, the City's option to terminate under this Section shall be limited by its obligation to engage in the interactive process for reasonable accommodations and to provide reasonable accommodations as required by law. Nothing in this Section shall be construed to limit or restrict Employee's benefits or rights under workers' compensation or the Public Employees Retirement System ("PERS").

However, an employee terminated under this section is not eligible for severance pay, as delineated in Section 6 of this Agreement.

In cases of disability, Employee shall be compensated for any earned, but unused, vacation leave.

Section 10: GENERAL PROVISIONS

A. Notice

Any notices required by this Agreement shall be in writing and either delivered in person or by first class, certified, return receipt requested US Mail with postage prepaid. Such notice shall be addressed as follows:

TO CITY: City Administrator
City of Vernon
4305 Santa Fe Avenue
Vernon, CA 90058

TO EMPLOYEE: Robert Sousa
Deliver to last updated address in personnel file

B Entire Agreement

The text of this Agreement shall constitute the entire and exclusive agreement between the parties. All prior oral or written communications understanding or agreements between the parties, not set forth herein, shall be superseded in total by this Agreement. No Amendment or modification to this Agreement may be made except by a written agreement signed by the Employee and the City Administrator and approved as to form by the City Attorney.

C Assignment

This Agreement is not assignable by either the City or Employee.

D Severability

In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portions of this Agreement.

E. Effect of Waiver

The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions in this Agreement by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other time or times.

F. Jurisdiction

Any action to interpret or enforce the terms of this Agreement shall be held exclusively in a state court in Los Angeles County, California. Employee expressly waives any right to remove any such action from Los Angeles County.

G. Effective Date

This Agreement shall take effect on July 29, 2021.

[Signatures Begin on Next Page].

IN WITNESS WHEREOF, the City of Vernon has caused this Agreement to be signed and executed on its behalf by its City Administrator, and executed by the Employee.

City of Vernon, a California charter City and
California municipal corporation

Dated: _____

By: _____
Carlos R. Fandino Jr.,
City Administrator

ATTEST:

Lisa Pope, City Clerk

Approved as to form:

Zaynah N. Moussa,
Interim City Attorney

In signing this Agreement, Employee understands and agrees that his employment status is that of an **at-will employee** and that his rights to employment with the City are governed by the terms and conditions of this Agreement rather than the ordinances, resolutions, and policies of the City of Vernon which might otherwise apply to employees of the City. Employee further acknowledges that he was given the opportunity to consult with an attorney prior to signing this Agreement.

Signed:

Dated: _____

Employee

ATTACHMENT A**JOB DESCRIPTION****Police Chief**

Date Prepared: March 2014

Job Class: 4010

SUMMARY: Under limited supervision, plans, directs, and coordinates the activities and staff of the Vernon Police Department (VPD); directs staff to provide for the safety and security of the citizens, and provides command leadership to assure the delivery of professional police service in an efficient and ethical manner; assures the operations of VPD are in compliance with state and federal laws, and City policies and standards.

ESSENTIAL FUNCTIONS: -- *Essential functions, as defined under the Americans with Disabilities Act, may include any of the following representative duties, knowledge, and skills. This is not a comprehensive listing of all functions and duties performed by incumbents of this class; employees may be assigned duties which are not listed below; reasonable accommodations will be made as required. The job description does not constitute an employment agreement and is subject to change at any time by the employer. Essential duties and responsibilities may include, but are not limited to, the following:*

- Plans, directs, and coordinates VPD operations; analyzes operational issues, and develops solutions; prioritizes tasks and projects; delegates assignments, monitors work, develops staff skills, evaluates performance, and enforces discipline; communicates departmental directives and changes in procedures and protocols; assures VPD activities are in compliance with all laws, policies, regulations, and goals;
- Manages sworn officers to maintain law and order, protect life and property, control traffic, prevent crime, and apprehend and detain persons violating state and federal laws, and local ordinances; assures effective management of operational, enforcement, and investigative issues.
- Provides technical assistance to City Administrator and City Council on a variety of enforcement and legal issues; develops City ordinances to meet goals and address technical issues.
- Analyzes workload trends, service demands, and operational issues; and develops comprehensive plans to meet community needs; develops and implements staffing adjustments to address crime control and prevention, and VPD operational issues; reviews staff reports, and monitors budget and expenditures.

- Confers with legal advisors, citizens, and City officials to discuss and resolve law enforcement and safety issues; researches modern police management methods, and develops and implements corrective strategies, and revised VPD policies and procedures.
- Develops VPD goals, training plans, and systems and standards for program evaluation; directs special assignments, and the investigation, planning, preparation, and presentation of complex criminal cases.
- Analyzes crime data and reports of criminal activities, determines trends, and develops plans for changes in organization, strategies, and operational procedures.
- Assures that VPD staff are properly trained and equipped, are held accountable for duties and responsibilities assigned, and comply with City and VPD policies and procedures; meets regularly with staff to discuss and resolve workload and technical issues.
- Investigates and resolves administrative, inter-agency, and operational issues; directs coordination with federal, state, and local law enforcement agencies, City departments, and emergency services agencies.
- Manages community relations issues, and addresses concerns of business and residential communities.
- Maintains the integrity, professionalism, values, and goals of the Vernon Police Department by assuring that all rules and regulations are followed, and that accountability and public trust are preserved.
- Supports the relationship between the City of Vernon and the general public by demonstrating courteous and cooperative behavior when interacting with visitors and City staff; maintains confidentiality of work-related issues and City information; performs other duties as required or assigned.

MINIMUM QUALIFICATIONS:

Education, Training and Experience Guidelines:

Possess a Bachelor's Degree from an accredited college or university with a major in Criminal Science, Public Administration, or a related field; AND seven years of professional law enforcement management experience and two (2) years of experience at or above the level of Police Captain.

Knowledge of:

- City and VPD policies and procedures.
- Duties, powers, authorities, and limitations of a Municipal Police Chief.
- City, county, state, and federal civil and criminal laws, regulations, codes, and ordinances.
- Modern law enforcement management principles, and effective techniques for management of personnel, budgets, communication and computer systems, records and evidence, and specialized resources.
- Strategy and tactics for management and deployment of law enforcement personnel and equipment in tactical and emergency situations.
- Principles and practices of modern crime suppression and prevention.
- California criminal justice and court systems, and the principles of criminal justice records management.

- Modern law enforcement methods and procedures, including case laws governing arrest, rules of evidence, probable cause, use of force, custody of evidence and property, and search and seizure.
- Investigative and interrogative procedures, and protocols for observation of critical details.
- Local community issues and regional community resources available to citizens.
- Budget preparation as well as understanding of grant and asset forfeiture process.

Skill in:

- Assuming command level responsibilities and making appropriate decisions, while assuring compliance with Department goals and objectives.
- Interpreting laws and regulations, making decisions, maintaining composure, and working effectively under stressful conditions and emergency situations.
- Managing and leading staff, and delegating tasks and authority.
- Analyzing and resolving operational issues, using modern management and business principles.
- Researching complex law enforcement issues, and preparing and presenting reports.
- Interpreting and explaining policies and procedures.
- Investigating and resolving personnel issues, citizen inquiries, and officer complaints.
- Prioritizing multiple tasks, projects, and demands; and directing the work of others.
- Effectively managing situations requiring diplomacy, fairness, firmness, and sound judgment.
- Interpreting and applying criminal laws to information, evidence, and other data compiled.
- The care, maintenance, and safe operation of a variety of firearms, impact weapons, chemical agents, and other law enforcement tools and equipment.
- Working as a team member with other law enforcement and multi-jurisdictional agencies.
- Establishing and maintaining cooperative working relationships with co-workers, and representatives from other state and regional law enforcement and criminal justice agencies.
- Operating a personal computer utilizing a variety of standard and specialized software.
- Communicating effectively verbally and in writing.

LICENSE AND CERTIFICATION REQUIREMENTS:

A valid California State Driver's License is required. Must maintain Peace Officer certification with the California Commission on Peace Officer Standards and Training (POST); CA POST Advanced Certificate is also required.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

Work is performed in a standard office environment, and in the field to lead investigations and command tactical situations. Must maintain a level of physical fitness to meet VPD standards.

City Council Agenda Item Report

Agenda Item No. COV-691-2021

Submitted by: Lisa Pope

Submitting Department: City Clerk

Meeting Date: July 20, 2021

SUBJECT

Commission and Committee Appointments

Recommendation:

- A. Appoint one Council Member Representative (term ending June 30, 2024) to the Business and Industry Commission;
- B. Appoint one Labor Representative (term ending June 30, 2024) to the Green Vernon Commission;
- C. Appoint Vernon CommUNITY Fund Grant Committee Members to fill the following vacancies:
 - a. one Vernon Area Representative (term ending June 30, 2022);
 - b. three Vernon Area Representatives (term ending June 30, 2025); and
 - c. one Council Member Representative (term ending June 30, 2025); and
- D. Appoint Vernon Housing Commission Members to fill the following vacancies:
 - a. one Business Representative (term ending June 30, 2025)
 - b. one Vernon Resident (term ending June 30, 2025); and
 - c. one Council Member (term ending June 30, 2025).

Background:

The City of Vernon has several Boards, Commissions and Committees, established by Charter, ordinance or resolution, that advise the Council on policy matters or review specific issues and carry out assignments as requested by the City Council or prescribed by law. Pursuant to Chapter 2 of the Vernon Municipal Code, the City Council appoints various members to each body.

There are currently vacancies on the Business and Industry Commission, Green Vernon Commission, Vernon CommUNITY Fund Grant Committee, and Vernon Housing Commission.

The BUSINESS AND INDUSTRY COMMISSION assists in developing ways to make the City of Vernon more attractive to businesses, employees, and investors, while appropriately considering the needs and concerns of the residential communities within and in close proximity to Vernon. It also provides a special forum to address public concerns related to the City's business and industrial development related costs, procedures, and activities. The Commission consists of seven members (three Vernon business owners/operators; two with knowledge of Vernon real estate; one employed by a Vernon business or a member of a labor union representing Vernon business workers; and one City Council Member). Members serve four-year terms and the Commission meets the 2nd Thursday of February, May, August, and November at 9:00 a.m.

Due to the resignation of Mayor Pro Tem Davis on June 30, 2021, the Council Member Representative seat with a term ending June 30, 2024 is vacant. Pursuant to Government Code Section 54974, a notice of unscheduled vacancy was posted and an appointment can be made after July 19, 2021 (Attachment 1).

It is recommended that the Council select one of its members to fill the Business and Industry Commission Council Member Representative Seat with a term ending June 30, 2024.

The GREEN VERNON COMMISSION conducts periodic reviews of the Sustainability Action Plan for City operations and activities and provides a forum for addressing the public's concerns related to sustainability and energy efficiency. The Commission consists of seven members (three Business Representatives; two labor representatives; and two environmental representatives). Members serve four-year terms and the Commission meets the 3rd Wednesday in March, June, September, and December at 3:30 p.m.

There is currently one Labor Representative vacancy with a term ending June 30, 2024. It is recommended that the Council consider appointing a representative for this vacant seat from the listed applicants.

The following applications were received for the Labor Representative position:
Stan Stosel

The VERNON COMMUNITY FUND GRANT COMMITTEE was created as an element of the City's good governance reforms, to provide grants to charitable and governmental entities for projects and programs benefiting those residing and working in Vernon. The Committee consists of seven members (one representing a member of the California Legislature; four residing or working in the Vernon area; one Business Representative and one current Council Member). Each member serves a four-year term and the Committee meets the 3rd Wednesday in May and November at 10:00 a.m.

Due to the election of Council Member Merlo on June 1, 2021, the Vernon Area Representative seat with the term ending June 30, 2022 is vacant. Pursuant to Government Code Section 54974, a notice of unscheduled vacancy was posted and an appointment can be made after June 24, 2021 (Attachment 2).

There are currently four Vernon Area Representative vacancies and one Council Member Representative vacancy. It is recommended that the Council consider appointing representatives for these vacant seats from the listed applicants.

The following applications were received for the Vernon Area Representative positions:
Ronit Edry
Steven Froberg
Frank Gaviña
Michelle Ybarra

It is recommended that the Council select one of its members to fill the Council Member Representative term ending June 30, 2025.

The VERNON HOUSING COMMISSION makes decisions regarding leasing, market rental rates, repair and maintenance of City-owned housing, and recommends potential divestment and development opportunities to the Council. The Commission consists of seven members (three Vernon residents (one being a Council Member), three business representatives, and one employee of a Vernon business. Members serve four-year terms and the Commission meets the second Wednesday of March, June, September and December at 6:00 p.m.

There are currently vacancies for one Business Representative, one Resident Representative, and one Resident Council Member Representative. It is recommended that the Council consider appointing representatives for these vacant seats from the listed applicants.

The following applications were received for the Business Representative position:

Ronit Edry
Frank Gaviña
Juliet Goff

The following applications were received for the Resident Representative position:

Adriana Davila
Dora Douglas
Steven Froberg
Jesus Rivera

The Council should select one of its members to fill the Resident Council Member term ending June 30, 2024. Mayor Ybarra has served two consecutive terms and, therefore, cannot be reappointed.

On April 1, 2021, staff widely advertised the opportunities for appointments to Commissions and Committees including posting on the City's website and social media outlets; publishing notice in the newspaper; mailing the notice and application to all utility customers (1,800 businesses, and residents); emailing City residents; and through the Vernon Chamber of Commerce (Attachment 3). Additionally, the deadline was extended to July 6 and notice was widely publicized (Attachment 4).

The applications received as of the close of the application period are attached in alphabetical order (Attachment 5). Additionally, the current appointments are shown in Attachment 6.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [Notice of Unscheduled Vacancy BDavis](#)
2. [Notice of Unscheduled Vacancy JMerlo](#)
3. [Notice Inviting Applications](#)
4. [Notice Inviting Applications Extension](#)
5. [Applicants](#)
6. [Current Appointments 20210713](#)



NOTICE OF UNSCHEDULED VACANCY (Government Code Section 54974)

VACANT POSITION	PREVIOUS INCUMBENT	DATE APPOINTMENT CAN BE MADE
Business and Industry Commission	William Davis	July 19, 2021

Interested citizens should contact the City Clerk at (323) 583-8811, ext. 546 or by email at CityClerk@ci.vernon.ca.us for more information.

Posted: June 30, 2021



Lisa Pope, City Clerk



NOTICE OF UNSCHEDULED VACANCY
(Government Code Section 54974)

VACANT POSITION	PREVIOUS INCUMBENT	DATE APPOINTMENT CAN BE MADE
------------------------	---------------------------	---

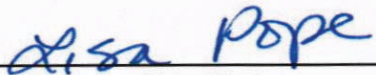
Vernon CommUNITY Fund
Grant Committee

Judith Merlo

June 24, 2021

Interested citizens should contact the City Clerk at (323) 583-8811, ext. 546 or by email at CityClerk@ci.vernon.ca.us for more information.

Posted: June 8, 2021



Lisa Pope, City Clerk



NOTICE INVITING APPLICATIONS FOR APPOINTMENT TO COMMISSIONS AND COMMITTEES

The City of Vernon is accepting applications for appointment to the following Commissions and Committees:

GREEN VERNON COMMISSION

One Labor Representative

(Term through June 2024)

VERNON COMMUNITY FUND GRANT COMMITTEE

Three Vernon Area Representatives

(Terms through June 2025)

VERNON HOUSING COMMISSION

One Business Representative

(Term through June 2025)

One Resident

(Term through June 2025)

Information on each commission/committee and the application is available on the City's website at <http://cityofvernon.org/government/public-meetings>, through the City Clerk Department at CityClerk@ci.vernon.ca.us or (323)583-8811, ext. 546.

Appointments will be made at the City Council meeting on June 1, 2021. Applications must be received by **Thursday, May 20, 2021**, to be considered for appointment.

Lisa Pope, City Clerk

Posted: March 17, 2021

Publish: March 25, 2021



NOTICE INVITING APPLICATIONS FOR APPOINTMENT TO COMMISSIONS AND COMMITTEES

The application period for appointment to vacancies on the City's Commissions and Committees has been extended to July 6, 2021. The following seats are available:

GREEN VERNON COMMISSION

One Labor Representative

(Term through June 2024)

VERNON COMMUNITY FUND GRANT COMMITTEE

Three Vernon Area Representatives

(Terms through June 2025)

One Vernon Area Representative

(Term through June 2022)

VERNON HOUSING COMMISSION

One Business Representative

(Term through June 2025)

One Resident

(Term through June 2025)

Information on each commission/committee and the application is available on the City's website at <http://cityofvernon.org/government/public-meetings>, through the City Clerk Department at CityClerk@ci.vernon.ca.us or (323)583-8811, ext. 546.

Applications must be received by **Tuesday, July 6, 2021**, to be considered for appointment.

Lisa Pope, City Clerk

Posted: June 9, 2021



CITY OF VERNON COMMISSION AND COMMITTEE APPLICATION

Commission/Committee (select all of interest):

- ☐ Business and Industry Commission as a:
☐ Business Representative ☐ Real Estate Professional ☐ Labor Representative
- ☐ Green Vernon Commission as a:
☐ Business Representative ☐ Environmental Representative ☐ Labor Representative
- ☐ Vernon CommUNITY Fund Grant Committee as a:
☐ Business Representative ☐ Vernon Area Representative
- ☒ Vernon Housing Commission as a:
☐ Business Representative ☐ Employee of Vernon Business ☒ Resident

Name: Adriana Davila

Address: 4643 E. 52nd Dr. #119 Vernon, CA 90058

Occupation: Dispatcher Employer: Century Shower Door

Email: adrianadavila11@gmail.com Phone: 323 950 3383

Qualifications and Reasons for Interest in Serving on a Commission / Committee (attach additional sheet if necessary): been a resident for 6 yrs Would like to see the city grow.

By signing below, I affirm that I meet the requirements of the appointing category I have indicated.

Signature: [Signature]

Date: 4/24/21

Email to LPope@ci.vernon.ca.us or Mail to City Clerk Department, 4305 Santa Fe Avenue, Vernon, CA 90058

Exclusively Industrial



**CITY OF VERNON
COMMISSION AND COMMITTEE APPLICATION**

RECEIVED

APR 13 2021

CITY CLERK'S OFFICE

Commission/Committee (select all of interest):

☒ Business and Industry Commission as a:

☒ Business Representative

☐ Real Estate Professional

☐ Labor Representative

☒ Green Vernon Commission as a:

☒ Business Representative

☐ Environmental Representative

☐ Labor Representative

☒ Vernon CommUNITY Fund Grant Committee as a:

☒ Business Representative

☐ Vernon Area Representative

☒ Vernon Housing Commission as a:

☒ Business Representative

☐ Employee of Vernon Business

☒ Resident

Business not located in Vernon,
therefore, does not qualify for
business representative.

Name:

DORA M. DOUGLAS

Address:

4325 FURLONG PL, VERNON, CA 90058

Occupation:

CYBER SECURITY

Employer:

K-9 SERVICES

Email:

VDiora79@yahoo

Phone:

951-462-8251

Qualifications and Reasons for Interest in Serving on a Commission / Committee (attach additional sheet if necessary):

THE EXPERIENCE I HAVE GARNERED IN MANAGEMENT,
ADMINISTRATION, CUSTOMER SERVICE, SALES & MARKETING,
INFORMATION TECHNOLOGY, MORTGAGE LENDING AND
REAL ESTATE HAVE ALLOWED ME TO DEVELOP A
WELL-ROUNDED AND PROFESSIONAL ATTITUDE, WHICH
I BELIEVE WILL COMPLEMENT THE NEEDS OF YOUR
COMPANY

By signing below, I affirm that I meet the requirements of the appointing category I have indicated.

Signature:

[Handwritten Signature]

Date:

APRIL 13, 2021

Email to LPope@ci.vernon.ca.us or Mail to City Clerk Department, 4305 Santa Fe Avenue,
Vernon, CA 90058

Exclusively Industrial

RECEIVED

June 22, 2021

CITY CLERK'S OFFICE



**CITY OF VERNON
COMMISSION AND COMMITTEE APPLICATION**

Commission/Committee (select all of interest):

- ☒ Business and Industry Commission as a:
☒ Business Representative ☐ Real Estate Professional ☐ Labor Representative
- ☒ Green Vernon Commission as a:
☒ Business Representative ☐ Environmental Representative ☐ Labor Representative
- ☒ Vernon COMMUNITY Fund Grant Committee as a:
☒ Business Representative ☒ Vernon Area Representative
- ☒ Vernon Housing Commission as a:
☒ Business Representative ☐ Employee of Vernon Business ☐ Resident

Name: Ronit Dahan-Edry

Address: 2410 East 38th street

Occupation: business executive/entrepreneur Employer: self

Email: edryr@yahoo.com Phone: 3232671802

Qualifications and Reasons for Interest in Serving on a Commission / Committee (attach additional sheet if necessary):

- BS in Business/Marketing (CSUN)
- MA in Emergency Management/Homeland Security
- Currently serving as a business representative for the Housing commission
- Executive positions with Vernon based businesses.
- Experience with real estate investments and green building codes.
- Experience with production and manufacturing.
- Experience with Security, safety and investigations.
- Community experience with various community safety NGO's

By signing below, I affirm that I meet the requirements of the appointing category I have indicated.

Signature: [Signature] Date: 6/22/21

Email to LPope@ci.vernon.ca.us or Mail to City Clerk Department, 4305 Santa Fe Avenue, Vernon, CA 90058

Exclusively Industrial

Scanned with CamScanner



CITY OF VERNON
COMMISSION AND COMMITTEE APPLICATION

RECEIVED

MAY 26 2021

CITY CLERK'S OFFICE

Commission/Committee (select all of interest):

- ☐ Business and Industry Commission as a:
☐ Business Representative ☐ Real Estate Professional ☐ Labor Representative
- ☐ Green Vernon Commission as a:
☐ Business Representative ☐ Environmental Representative ☐ Labor Representative
- ☒ Vernon CommUNITY Fund Grant Committee as a:
☐ Business Representative ☒ Vernon Area Representative
- ☒ Vernon Housing Commission as a:
☐ Business Representative ☐ Employee of Vernon Business ☒ Resident

Name: STEVEN FROBERG

Address: 3386 E. 50TH

Occupation: Medical Board Investigator Employer: State of California

Email: sfroberg@gmail.com Phone: (626) 354-0875

Qualifications and Reasons for Interest in Serving on a Commission / Committee (attach additional sheet if necessary):

I am the incumbent of both positions. I enjoy the critical thinking skills necessary to advance important policy priorities for both the stakeholders, residents and businesses of Vernon. I also enjoy acting as peacemaker. I take pride in Vernon and advancing the reforms to make Vernon an ideal city.

By signing below, I affirm that I meet the requirements of the appointing category I have indicated.

Signature: Steven Froberg Date: 05/20/2021

Email to LPope@ci.vernon.ca.us or Mail to City Clerk Department, 4305 Santa Fe Avenue, Vernon, CA 90058

Exclusively Industrial



RECEIVED

By sdolson at 8:06 am, Jun 10, 2021

**CITY OF VERNON
COMMISSION AND COMMITTEE APPLICATION**

Commission/Committee (select all of interest):



Business and Industry Commission as a:



Business Representative



Real Estate Professional



Labor Representative



Green Vernon Commission as a:



Business Representative



Environmental Representative



Labor Representative



Vernon CommUNITY Fund Grant Committee as a:



Business Representative



Vernon Area Representative



Vernon Housing Commission as a:



Business Representative



Employee of Vernon Business



Resident

Name: Francisco (Frank) Gavina Jr.

Address: 2700 Fruitland Ave., Vernon, CA 90058

Occupation: Executive

Employer: F. Gavina and Sons, Inc.

Email: frank.gavina@gavina.com

Phone: 626-379-9475

Qualifications and Reasons for Interest in Serving on a Commission / Committee (attach additional sheet if necessary):

I am just finishing out a term on the Vernon Housing Commission, and have found the experience both interesting and rewarding. I am happy to continue serving the Vernon community in whatever way I can.

By signing below, I affirm that I meet the requirements of the appointing category I have indicated.

Signature: 

Date: 6/9/21

Email to LPope@ci.vernon.ca.us or Mail to City Clerk Department, 4305 Santa Fe Avenue, Vernon, CA 90058

Exclusively Industrial

**RECEIVED**

July 6, 2021

**CITY OF VERNON
COMMISSION AND COMMITTEE APPLICATION**

CITY CLERK'S OFFICE

Commission/Committee (select all of interest):

- ☐ Business and Industry Commission as a:
☐ Business Representative ☐ Real Estate Professional ☐ Labor Representative
- ☐ Green Vernon Commission as a:
☐ Business Representative ☐ Environmental Representative ☐ Labor Representative
- ☐ Vernon CommUNITY Fund Grant Committee as a:
☐ Business Representative ☐ Vernon Area Representative
- ☒ Vernon Housing Commission as a:
☒ Business Representative ☐ Employee of Vernon Business ☐ Resident

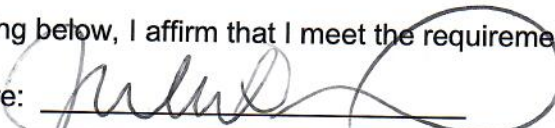
Name: Juliet GoffAddress: 2050 48th St, Vernon, CA 90058Occupation: President/OwnerEmployer: Kal PlasticsEmail: juliet@kal-plastics.comPhone: 213.494.8578

Qualifications and Reasons for Interest in Serving on a Commission / Committee (attach additional sheet if necessary):

I have had the pleasure of serving as Commissioner on the CommUNITY Benefit Fund since its inception and am gratified that the City and its business community made it economically possible to improve the service of many non-profits in the surrounding cities. I'm also proud of our work to expand grant scholarships to Vernon area students to support their path toward higher education.

I'm well acquainted with the Housing Commission and participated in the early development of the commission's purpose and intent to help manage the city-owned residential units as a cornerstone reform practice. As a fellow "resident" who cares deeply about Vernon's success as a great city to live and work, it would be an honor to serve Vernon residents directly and support the Commission's goals for managing and improving the housing units in the City.

By signing below, I affirm that I meet the requirements of the appointing category I have indicated.

Signature:  Date: 07/06/2021Email to LPope@ci.vernon.ca.us or Mail to City Clerk Department, 4305 Santa Fe Avenue, Vernon, CA 90058*Exclusively Industrial*



RECEIVED

By sdolson at 3:27 pm, Jul 06, 2021

**CITY OF VERNON
COMMISSION AND COMMITTEE APPLICATION**

Commission/Committee (select all of interest):

- ☐ Business and Industry Commission as a:
☐ Business Representative ☐ Real Estate Professional ☐ Labor Representative
- ☐ Green Vernon Commission as a:
☐ Business Representative ☐ Environmental Representative ☐ Labor Representative
- ☐ Vernon CommUNITY Fund Grant Committee as a:
☐ Business Representative ☐ Vernon Area Representative
- ☒ Vernon Housing Commission as a:
☐ Business Representative ☐ Employee of Vernon Business ☒ Resident

Name: Jesus Rivera

Address: 3550 E. Vernon Ave

Occupation: Driver Employer: Active Transportation Inc.

Email: bnj-rivera-82@yahoo.com Phone: 562 469-8939

Qualifications and Reasons for Interest in Serving on a Commission / Committee (attach additional sheet if necessary):

By signing below, I affirm that I meet the requirements of the appointing category I have indicated.

Signature: [Signature] Date: 6-17-21

Email to LPope@ci.vernon.ca.us or Mail to City Clerk Department, 4305 Santa Fe Avenue, Vernon, CA 90058

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RECEIVED

By sdolson at 4:17 pm, Jul 06, 2021

**CITY OF VERNON
COMMISSION AND COMMITTEE APPLICATION**

Commission/Committee (select all of interest):

- ☐ Business and Industry Commission as a:
☐ Business Representative ☐ Real Estate Professional ☐ Labor Representative
- ☒ Green Vernon Commission as a:
☐ Business Representative ☐ Environmental Representative ☒ Labor Representative
- ☐ Vernon CommUNITY Fund Grant Committee as a:
☐ Business Representative ☐ Vernon Area Representative
- ☐ Vernon Housing Commission as a:
☐ Business Representative ☐ Employee of Vernon Business ☐ Resident

Name: Stan Stosel

Address: 782 South University Dr. Riverside, CA 92507

Occupation: Union Representative Employer: IBEW Local 47

Email: sstosel@ibew47.org Phone: 909-260-3686

Qualifications and Reasons for Interest in Serving on a Commission / Committee (attach additional sheet if necessary):

By signing below, I affirm that I meet the requirements of the appointing category I have indicated.

Signature: Date: 7-6-21

Email to LPope@ci.vernon.ca.us or Mail to City Clerk Department, 4305 Santa Fe Avenue, Vernon, CA 90058

Exclusively Industrial



RECEIVED

May 20, 2021

**CITY OF VERNON
COMMISSION AND COMMITTEE APPLICATION**

CITY CLERK'S OFFICE

Commission/Committee (select all of interest):

- ☐ Business and Industry Commission as a:
☐ Business Representative ☐ Real Estate Professional ☐ Labor Representative
- ☐ Green Vernon Commission as a:
☐ Business Representative ☐ Environmental Representative ☐ Labor Representative
- ☒ Vernon CommUNITY Fund Grant Committee as a:
☐ Business Representative ☒ Vernon Area Representative
- ☐ Vernon Housing Commission as a:
☐ Business Representative ☐ Employee of Vernon Business ☐ Resident

Name: Michelle Ybarra

Address: 5924 Middleton St unit 52 Huntington Park CA 90255

Occupation: Vice President, Operations Manag Employer: City National Bank

Email: Msybarra13@outlook.com Phone: 323-821-6333

Qualifications and Reasons for Interest in Serving on a Commission / Committee (attach additional sheet if necessary):

I have been a volunteer for the Huntington Park Youth Football and Cheer Association for the last 6 years and as part of the Executive Board as Treasurer for the last 2 years. I have been involved not just because I am a parent in the organization but because I feel it is important to give back to the community. As an organization we have been fortunate enough to receive 2 grants from the VCF to help us provide training for both the athletes as well as parent coaches and sponsor various families to allow the children to participate where they would not be able under normal circumstances. I have been fortunate enough to be able to provide the skills and leadership I have learned through my 29 years of banking.

I am interested in being part of the VCF Grant committee as a way of giving back to the community. This opportunity will provide me a constructive way to help, use my skills I have learned and provide insight on the needs of the community

By signing below, I affirm that I meet the requirements of the appointing category I have indicated.

Signature: Date: 5/20/21

Email to LPope@ci.vernon.ca.us or Mail to City Clerk Department, 4305 Santa Fe Avenue, Vernon, CA 90058

Exclusively Industrial



CITY OF VERNON
LOCAL APPOINTMENTS LIST
Government Code Section 54972
July 13, 2021

Following are the boards, commission, and committees appointed by, and serving at the pleasure of the Vernon City Council.¹

BUSINESS AND INDUSTRY COMMISSION

The Vernon Business and Industry Commission consists of seven members including three individuals that represent the owner or operator of a business located in Vernon; two individuals that have knowledge of the Vernon real estate market; one individual who is employed by a business located in Vernon or who is a member of a labor union that represents workers at a business located in Vernon; and one current member of the Vernon City Council. Members serve four-year terms and shall serve no more than two full consecutive terms. The Commission meets regularly quarterly (February, May, August, and November) on the second Thursday at 9:00 a.m. in the Vernon Council Chambers. (Municipal Code Chapter 2 Article XXI)

Appointee	Classification	Date Appointed	Term Expires
Douglas Williams	Business Representative	July 21, 2020	June 2024
Navdeep (Duncan) Sachdeva	Business Representative	August 7, 2018	June 2022
Jim Andreoli II	Business Representative	August 7, 2018	June 2022
Vacant	City Council Representative		June 2024
John Baca	Employee/Labor Rep.	January 15, 2019	June 2022
Jack Cline	Real Estate Representative	July 21, 2020	June 2024
Thomas Condon	Real Estate Representative	July 21, 2020	June 2022

CommUNITY FUND GRANT COMMITTEE

The Vernon CommUNITY Fund Grant Committee consists of seven members including two persons representing members of the California Legislature, three persons that reside or work in the Vernon area, one Business Representative and one current Council Member. Each member serves a four-year term and shall serve no more than three consecutive terms. The Committee meets regularly semi-annually (May and November) on the third Wednesday at 10:00 a.m. in the Vernon Council Chambers. (Municipal Code Section 2.155)

Appointee	Classification	Date Appointed	Term Expires
James Chang	Business Representative	July 21, 2020	June 2022
Leticia Lopez	Council Member	August 6, 2019	June 2021
Mark Gonzalez	Legislative Representative	July 21, 2020	June 2022
Vacant	Vernon Area Representative		June 2021
Steve Froberg	Vernon Area Representative	August 6, 2019	June 2021
Michael Gaviña	Vernon Area Representative	August 6, 2019	June 2021
Vacant	Vernon Area Representative		June 2022

¹ Appointees are subject to change based on term expirations and unscheduled vacancies that may occur throughout the year. For a current list of members, please contact the City Clerk's Office at (323)583-8811, extension 546 or at cityclerk@ci.vernon.ca.us.

GREEN VERNON COMMISSION

The Green Vernon Commission consists of seven members including three Business Representatives for Vernon's business Community, two labor representatives, and two environmental representatives (one of which shall be from the environmental justice community). Members serve four-year terms and shall serve no more than two full consecutive terms. The Commission meets regularly quarterly (March, June, September, and December) on the third Wednesday at 3:30 p.m. in the Vernon Council Chambers. (Municipal Code Section 2.145)

Appointee	Classification	Date Appointed	Term Expires
Alan Franz	Business Representative	September 4, 2018	June 2022
Ron Daerr	Business Representative	February 5, 2019	June 2022
Hector Morfin	Business Representative	July 21, 2020	June 2024
Catherine Browne	Environmental Representative	July 21, 2020	June 2022
Daniel Alley	Environmental Representative	July 21, 2020	June 2024
Martin Perez	Labor Representative	July 21, 2020	June 2024
Vacant	Labor Representative		June 2024

HOUSING COMMISSION

The Vernon Housing Commission consists of seven members including three residents (one of whom shall be a member of the City Council), three business representatives, and an employee of a Vernon business. Members serve four-year terms and shall serve no more than two full consecutive terms. The Commission meets regularly quarterly (March, June, September, and December) on the second Wednesday at 6:00 p.m. in the Vernon Council Chambers. (Municipal Code Section 2.121)

Appointee	Classification	Date Appointed	Term Expires
Frank Gaviña	Business Representative	June 20, 2017	June 2021
Ronit Edry	Business Representative	October 15, 2019	June 2023
Jorge Nevarez Jr.	Business Representative	October 15, 2019	June 2023
Steve Hermon	Employee of a Business	July 21, 2020	June 2023
Steven Froberg	Resident	June 20, 2017	June 2021
Melissa Ybarra	Resident (Council Member)	June 20, 2017	June 2021
Marlene Ybarra	Resident	October 15, 2019	June 2023

APPEALS BOARD – BUILDING AND SAFETY

In accordance with Section 113 of the California Building Code, Section 89.108.8 of the California Electrical Code, Section 1101 of the Administrative Provisions for the Electrical Code, Section 110 of the California Mechanical Code and Section 1.8.8 of the California Plumbing Code, an appeals board is to be established by the governing authority to decide any appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of the building code. The board is appointed by the City Council and holds office at its pleasure.

Appointee	Classification	Date Appointed	Term Expires
Reid Delphey	Engineer	November 15, 2011	Not specified
Jeff Herman	General Contractor	November 15, 2011	Not specified
Barry Segal	Architect	November 15, 2011	Not specified
Richard Pena	Electrical Contractor	November 15, 2011	Not specified
Matt Simon	Architect	November 15, 2011	Not specified

City Council Agenda Item Report

Agenda Item No. COV-668-2021

Submitted by: Lisa Pope

Submitting Department: City Clerk

Meeting Date: July 20, 2021

SUBJECT

City Council Appointments to Outside Agencies

Recommendation:

- A. Appoint a representative to the Central Basin Water Association;
- B. Appoint an alternate to the Independent Cities Association;
- C. Appoint an alternate to the Independent Cities Finance Authority;
- D. Appoint a representative to the Southern California Association of Governments; and
- E. Appoint a representative to the Vernon Solid Waste Hearing Panel.

Background:

Following the June 1, 2021 Special Municipal Election, vacancies exist on several of the City's outside agencies (Attachment 1). Appointees serve as voting members and some positions receive a stipend.

Central Basin Water Association meets quarterly upon notice. The representative seat is currently vacant. Mayor Pro Tem Davis serves as the alternate. This appointment requires the filing of a Statement of Economic Interest, Form 700. The Council should select a representative to the Central Basin Water Association.

Independent Cities Association meets the 2nd Thursday of each month at 7 p.m. The alternate position is currently vacant. Mayor Pro Tem Davis serves as the representative. The Council should select an alternate to the Independent Cities Association.

Independent Cities Finance Authority conducts its annual meeting the 1st Wednesday in June and conducts special meetings as necessary. The alternate position is currently vacant. Council Member Lopez is the current representative. This appointment requires the filing of a Statement of Economic Interest, FPPC Form 700 and receives a \$150 stipend per meeting. The Council should select an alternate to the Independent Cities Finance Authority.

Southern California Association of Governments conducts its annual meeting the 1st Wednesday in April or May. The representative position is vacant. Mayor Pro Tem Davis serves as the alternate. This appointment requires the filing of a Statement of Economic Interest, Form 700. The Council should select a representative.

Vernon Solid Waste Hearing Panel meets as needed. Pursuant to Public Resources Code Section 44308, three Council Members are appointed. One seat is vacant. Mayor Ybarra and Council Member Lopez are the current representatives. The Council should select a representative to the Vernon Solid Waste Hearing Panel.

The City Clerk Department will notify the outside agencies of the appointments and assist the Council with its filing obligations. Additionally, pursuant to FPPC Regulation 18705.5, FPPC Form 806 will be properly posted.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [Outside Agency Appointments 2021-2022](#)

OUTSIDE AGENCY APPOINTMENTS as of May 18, 2021

Board/Agency	Delegate Alternate	Meetings	Stipend/ Filings
California Contract Cities Association	Davis Ybarra	3rd Wednesday monthly, 6 p.m. (dark Jan., July and Sept.) Location varies, (562) 622-5533 info@contractcities.org (562) 708-2848	None
Central Basin Water Association	Vacant Davis VPU Rep	Quarterly, will provide notice of meetings Rio Hondo Event Center, 10627 Old River School Road Downey, CA 90241, (626) 815-1305 kelsey@centralbasin.org	Form 700
City Selection Committee (Mayor)	Lopez Council	Meets as needed, (213) 974-1431 cityselection@bos.lacounty.gov , chernandez@bos.lacounty.gov	None
County Sanitation District #1 (Mayor)	Lopez Davis	2 nd Wednesday monthly, 1:30 p.m. at Joint Administration Office, 1955 Workman Mill, Whittier, 90601, (562) 908-4288 ext. 2301 or info@lacsds.org ; michaelhsu@lacsds.org	\$125 Form 700
County Sanitation District #2 (Mayor)	Lopez Davis	2 nd & 4 th Wednesday monthly, 1:30 p.m.	\$125 Form 700
County Sanitation District #23	Entire Council	2 nd Wednesday monthly, 1:30 p.m. <i>(The members will only need to file the appropriate assuming and leaving 700s for County Sanitation District No. 1 and No. 2.)</i>	\$125
Gateway Cities Council of Governments	Davis Ybarra	1 st Wednesday monthly, 6:00 p.m. 16401 Paramount Blvd, Paramount 90723 smora@gatewaycog.org , jarevalos@gatewaycog.org	\$125 Form 700
Independent Cities Association	Davis Vacant	2 nd Thursday monthly, 7:00 pm, ica@icacities.org Metropolitan Water District, 700 N. Alameda Ave. Los Angeles, CA 90012 (424) 374-7169 Sam Olivito (310) 486-7555	None
Independent Cities Finance Authority	Lopez Vacant	Annual meeting 1 st Wednesday in June, 12 p.m. and special meetings as necessary (877) 906-0941 info@ICFAuthority.org	\$150 Form 700
Southern California Association of Governments	Vacant Davis	Annual General Assembly meeting in April or May gilhooley@scag.ca.gov ; waggonner@scag.ca.gov	Form 700
Southeast Community Development Corporation	Ybarra	This is not a City appointment but listed to show comprehensive outside agency appointments. mottscz@scdcorp.org	
Southeast Water Coalition	Ybarra Lopez	1 st Thursday of even numbered months, 6:30 p.m., Whittier Police Department EOC, 13200 Penn Street, Whittier, CA 90602. kjserv@aol.com <i>(W-9 Form for any new Board Members (for stipend payments))</i>	\$150 Form 700
Vernon Solid Waste Hearing Panel - Public Resources Code Section 44308 – three Council Members	Ybarra Lopez Vacant	Meets as needed. Local Enforcement Agency for Solid Waste Facilities – Hearing Panel Diana Cozadd, CalRecycle Waste Permitting, Compliance & Mitigation Division - LEA Evaluation Unit Diana.Cozadd@CalRecycle.ca.gov	

California Contract Cities Association

To develop and foster public and private partnerships between member cities and the business community in order to provide mutually beneficial resources and services that educate and inform; to create revenue opportunities, long term relationships and a forum to better serve the goals and priorities of the CCCA and its Associate Members.

Central Basin Water Association

Composed of water rights holders in the West Coast Basin. CBWA membership includes municipalities and private owners. This association provides a forum to members to discuss current water rights issues and policies.

City Selection Committee (Mayor)

Each city appoints an elected official (usually the Mayor) as a delegate. Their duties are to appoint City representatives to such Boards, Commissions and Agencies (i.e. LAFCO, South Coast Air Quality Management District, Los Angeles County Metropolitan Transportation Authority, Los Angeles County Hazardous Waste Management Advisory Committee; and to nominate for appointment Members to the California Coastal Commission).

Los Angeles County Sanitation Districts

Its mission is to protect public health and the environment through innovative and cost-effective wastewater and solid waste management, and in doing so convert waste into resources such as recycled water, energy, and recycled materials. Pursuant to Health and Safety Code, Section 4730, the presiding officer of the City is the designated member of the Board of Directors for this District and requires the selection of an alternate.

District #1 (Mayor) – Bell, Compton, Cudahy, Huntington Park, Long Beach, Los Angeles, Lynwood, Maywood, Paramount, South Gate, Vernon, Los Angeles County

District #2 (Mayor) – Alhambra, Artesia, Bell, Bellflower, Bell Gardens, Cerritos, Compton, Downey, Long Beach, Los Angeles, Montebello, Monterey Park, Norwalk, Paramount, Pico Rivera, San Gabriel, South Gate, Vernon, Whittier, Los Angeles County

District #23 – Vernon

Gateway Cities Council of Governments

For the purpose of engaging in regional and cooperative planning and coordination of government services and responsibilities to assist its member in the conduct of their affairs for the collective benefit of cities in the Southeast Los Angeles County area.

Independent Cities Finance Authority

Joint Powers Agreement with several cities for the purpose of providing low-cost sources of financing for the acquisition, construction, installation, and/or equipping of public capital improvements.

Independent Cities Association

Focuses on education, legislative advocacy, intergovernmental relationships and other major issues that transcend the boundaries of its member cities. ICA holds two Annual Seminars bringing together city council members, other city officials and business partners for the purpose of being better informed and to share relevant experiences. The Winter Seminar addresses public safety and the Summer Seminar focuses on contemporary issues.

Southern California Association of Governments

Nation's largest metropolitan planning organization, undertakes a variety of planning and policy initiatives to encourage a more sustainable Southern California now and in the future.

Southeast Community Development Corporation

Appointments to SCDC are made by the Corporation. Promote community health, education, and safety, provide economic development, and to improve the standard of living for residents of southeast Los Angeles County.

Southeast Water Coalition

Formed to improve and protect the quantity and quality of the regional water supply. SEWC's mission is to prevent the contamination of the Central Groundwater Basin from migrating contaminated groundwater and to encourage good governance of water policies to ensure the availability of reliable, quality, and affordable

water. SEWC's water purveyors service a population of 670,000 in a service area of 93+ square miles. The Board of Directors consists of one representative (normally a Councilmember) from each member city. The Administrative Entity acts as a steering committee consisting of one Public Works type staff member from each member city plus three non-voting (advisory) members from the Central Basin Watermaster, Golden State Water Company, and California Water Service (two private utilities serving several member cities). Also represents the City at Replenishment District of Southern California, Central Basin Municipal Water District and any other water-related meetings.

Vernon Solid Waste Hearing Panel

The Vernon Health and Environmental Control Department serves as the Local Enforcement Agency for Solid Waste Facilities in the City of Vernon. Pursuant to Section 44308 of the Public Resources Code, the City Council may appoint three of its members to serve as the Hearing Panel for all hearings conducted pursuant to Chapter 4 of the Public Resources Code. The hearing panel is available to convene and provide resolution to solid waste related issues and conflicts that may arise from within the Local Enforcement Agency's purview.