



**Agenda  
City of Vernon  
Regular City Council Meeting  
Tuesday, September 21, 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. 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 886-9958-1418#.

You may submit comments to [PublicComment@ci.vernon.ca.us](mailto:PublicComment@ci.vernon.ca.us) with the subject line "September 21, 2021 City Council Meeting Public Comment Item #\_\_." Comments received prior to 8 a.m., Tuesday, September 21, 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 - Victor Vasquez](#)

Recommendation:

Acknowledge and present a proclamation to retiring employee Victor Vasquez, Meter Reader, Lead, in recognition of his dedicated service to the City of Vernon.

[1. Proclamation - Victor Vasquez](#)

**2. Human Resources**

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

Recommendation:

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

**3. Finance/Treasury**

[Presentation on Pension Obligation Bonds](#)

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.

**4. City Clerk**

[Approval of Minutes](#)

Recommendation:

Approve the August 17, 2021 Regular City Council meeting minutes.

[1. 20210817 City Council Minutes](#)

**5. City Clerk**

[Claims Against the City](#)

Recommendation:

Receive and file the claims submitted by Phoenix Law Firm, on behalf of Theresa Rodriguez, in the amount in excess of \$25,000; and Marvin Rodas in the amount of \$1,176.25.

[1. Phoenix Law Firm - Theresa Rodriguez 20210831](#)

[2. M. Rodas 20210907](#)

**6. City Clerk**

[Conflict of Interest Code \(Statement of Economic Interests\)](#)

Recommendation:

Adopt Resolution No. 2021-29 establishing a conflict of interest code for all agencies, boards, commission, committees, designated City personnel and officials, and repealing Resolution No. 2020-33.

[1. Resolution No. 2021-29](#)



**7. Finance/Treasury**

[Operating Account Warrant Register](#)

Recommendation:

Approve Operating Account Warrant Register No. 73, for the period of August 1 through September 4, 2021, totaling \$20,337,916.38 and consisting of ratification of electronic payments totaling \$19,695,271.53, ratification of the issuance of early checks totaling \$642,644.85 and voided Check Nos. 607774 and 607834 totaling \$1,028.86.

[1. Operating Account Warrant Register No. 73](#)

**8. Finance/Treasury**

[City Payroll Warrant Register](#)

Recommendation:

Approve City Payroll Warrant Register No. 783, for the period of August 1 through August 31, 2021, totaling \$2,442,887.19 and consisting of ratification of direct deposits, checks and taxes totaling \$1,629,586.75 and ratification of checks and electronic fund transfers (EFT) for payroll related disbursements totaling \$813,300.44 paid through operating bank account.

[1. City Payroll Account Warrant Register No. 783](#)

**9. Fire Department**

[Fire Department Activity Report](#)

Recommendation:

Receive and file the July 2021 Fire Department Activity Report.

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

**10. Police Department**

[Police Department Activity Report](#)

Recommendation:

Receive and file the July 2021 Police Department Activity Report.

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

**11. Public Works**

[Public Works Department Monthly Report](#)

Recommendation:

Receive and file the July 2021 Building Report.

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

**12. Public Works**

[City Housing Quarterly Report](#)

Recommendation:

Receive and file the September 2021 City Housing Quarterly Report.

[1. September 2021 Quarterly Housing Report](#)

**13. Public Utilities**

[Acceptance of Electrical Easement at 2638 East Vernon Avenue \(APN 6308-005-015\)](#)

Recommendation:

A. Find that the proposed action is categorically 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 Certificate of Acceptance - 2638 Vernon Avenue](#)

**14. Public Works**

[Award of City Contract No. CS-1349 Americans with Disabilities \(ADA\) Improvements at the Intersection of Pacific Blvd./ Vernon Ave. and Santa Fe Ave.](#)

Recommendation:

A. Find that the proposed action is categorically exempt under the California Environmentally Quality Act (CEQA) in accordance with CEQA Guidelines Section 15301 (Existing Facilities), part (c) (existing highways, streets and sidewalks), because the project consists of the maintenance, repair, or minor alteration of existing streets for ADA improvements and involves no expansion of an existing use;

B. Accept the bid proposal from EBS General Engineering, Inc., as the lowest responsive and responsible bidder for the ADA Improvements at the Intersection of Pacific Blvd./Vernon Ave. and Santa Fe Ave. project and reject all other bids;

C. Approve and authorize the City Administrator to execute Contract No. CS-1349 in the amount of \$90,281 for the ADA Improvements Project at Pacific Blvd./Vernon Ave. and Santa Fe Ave. project, in substantially the same form as submitted, for a period not to exceed 30 calendar days; and

D. Authorize a contingency of \$15,000 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 No. CS-1349 - ADA Improvements at Pacific Blvd./Vernon Ave. and Santa Fe Ave.](#)

**15. Public Works**

[Agreement with Cintas Uniform Rental Services \(Cintas\)](#)

Recommendation:

Approve and authorize the City Administrator to execute a three-year Facilities Solutions Agreement with Cintas, in substantially the same form as submitted, for an amount not to exceed \$50,000.

[1. OMNIA Cintas Facilities Solutions Agreement](#)

**16. Public Works**

[Acceptance of Work of Siemens Mobility Inc. for the Traffic Signal Maintenance FY 2018 Project \(Contract No. CS-0915\)](#)

Recommendation:

A. Affirm that this project was previously evaluated for environmental impacts and found to be categorically exempt under the California Environmental Quality Act (CEQA) in accordance with Section 15301, because this project only consisted of maintenance and repair of the City's traffic signals and did not involve any expansion of existing facilities; and

B. Accept the work of Siemens Mobility, Inc. as part of the Traffic Signal Maintenance FY 2018 Project, Contract No. CS-0915, and authorize staff to submit for recordation a Notice of Completion for the project.

[1. Notice of Completion CS-0915](#)

**17. Public Works**

[Tentative Parcel Map No. 83466 for Torrance Logistics Company, LLC Located at 2709 East 37th Street](#)

Recommendation:

A. Find that the proposed action is categorically exempt from the California Environmental Quality Act (CEQA) under Section 15315, Class 15 "Minor land division of industrial property into four or fewer parcels," of the CEQA guidelines, because the proposed division of property is in an area zoned Industrial, it is in conformance with the General Plan and zoning, no variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous two years, and the parcel does not have an average slope greater than 20 percent. Therefore, a Notice of Exemption will be filed with the County Clerk's office; and

B. Adopt Resolution No. 2021-30 granting Tentative Parcel Map No. 83466 to Torrance Logistics Company, LLC to subdivide the parcel located at 2709 East 37th Street.

[1. Resolution No. 2021-30](#)

**18. Public Works**

[Amendment No. 1 to Measure R Funding Agreement for the Atlantic Boulevard Bridge Rehabilitation and Widening Project between City of Vernon and The Los Angeles County Metropolitan Transportation Authority](#)

Recommendation:

A. Find that the approval of the proposed Amendment to Measure R Funding Agreement is consistent with the initial Study/Mitigated Negative Declaration prepared for this project by the City of Vernon pursuant to the provisions under the California Environmental Quality Act (CEQA) in accordance with Section 15063; and

B. Approve and authorize the Mayor to execute Amendment No. 1 to the Measure R Funding Agreement in substantially the same form as submitted.

[1. Amendment No. 1 to Measure R Funding Agreement](#)

**19. Public Works**

[Agreement between the Cities of Maywood and Vernon for Traffic Signal Maintenance at the Intersection of Downey Road and Slauson/Malburg Way](#)

Recommendation:

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

B. Approve and authorize the Mayor to execute the Agreement between the Representative Cities of Maywood and Vernon for Traffic Signal Maintenance, in substantially the same form as submitted, for a term of five years.

[1. Agreement between Maywood and Vernon for Traffic Signal Maintenance](#)

**20. Public Utilities**

[North American Energy Standards Board \(NAESB\) Base Contract for Sale and Purchase of Natural Gas](#)

Recommendation:

Approve and authorize the City Administrator to execute NAESB Contracts with (1) Citadel Energy Marketing LLC, (2) DTE Energy Trading, and (3) Twin Eagle Resource Management, LLC., in substantially the same form as submitted, for the purpose of buying and selling natural gas as needs dictate and in compliance with the general terms established in the contracts.

[1. Citadel Energy Marketing LLC Contract](#)

[2. DTE Energy Trading Contract](#)

[3. Twin Eagle Resource Management, LLC. Contract](#)

**21. Public Utilities**

[2020 Power Source Disclosure Program Annual Report and Power Content Label](#)

Recommendation:

A. Ratify the submission to the California Energy Commission (CEC) of the attestation signed by Vernon Public Utilities' General Manager, of the veracity of the 2020 Power Source Disclosure Program Annual Report; and

B. Approve the 2020 Power Content Label and authorize its submission to the CEC.

[1. 2020 Power Source Disclosure Program Annual Report](#)

[2. 2020 Power Content Label](#)

**22. Human Resources**

[Peace Officer Standards and Training \(POST\) Entry-Level Law Enforcement Test Battery Security Agreement](#)

Recommendation:

Approve and authorize the Director of Human Resources to execute a one-year Security Agreement with the California Commission on POST, in substantially the same form as submitted, in order to acquire the right to use the POST Entry-Level Law Enforcement Test Battery (PELLETB).

[1. POST Entry-Level Law Enforcement Test Battery Security Agreement](#)

**23. Human Resources**

[Services Agreement with Alliant Insurance Services, Inc.](#)

Recommendation:

Approve and authorize the City Administrator to execute a three-year services agreement with Alliant Insurance Services, Inc. (Alliant), in substantially the same form as submitted, to perform professional Health Benefits Brokerage and Consulting Services, effective October 1, 2021 through September 30, 2024, for a total not to exceed \$222,000 (\$74,000 per year) over the three-year term.

[1. Alliant Insurance Services, Inc. Services Agreement](#)

**24. Finance/Treasury**

[Application for Funding and Agreement of Community Development Block Grant Program - Coronavirus Response Round 2 and 3 \(CDBG-CV2 and CV3\) Allocation](#)

Recommendation:

Adopt Resolution No. 2021-31 approving an application for funding and the execution of a grant agreement and any amendments thereto from the 2020 Community Development Block Grant Program - Coronavirus Response Round 2 and 3 notice of funds available dated December 18, 2020 to cover most of costs incurred in the AltaMed Services for COVID-19 Screening and Testing Grant.

[1. Resolution No. 2021-31](#)

[2. CDBG-CV2 and CV3 Allocations](#)

[3. CDBG-CV2 and CV3 Application](#)

**25. Police Department**

[Drug Enforcement Administration Agreement](#)

Recommendation:

Approve and authorize the City Administrator to execute a Surge Program - Funded State and Local Task Force Agreement with the Drug Enforcement Administration (DEA), Los Angeles Field Division, in substantially the same form as submitted, for continued participation in the Southwest Border Initiative (SWBI) taskforce with an effective date of October 1, 2021.

[1. 2021 Surge Program Agreement with DEA](#)

**26. Police Department**

[Police Department Vehicle Purchase](#)

Recommendation:

Approve and authorize the issuance of a purchase order to Wondries Fleet Group/National Auto Fleet Group for a 2022 Chevrolet Traverse through the Sourcwell Master Vehicle Contract (120716-NAF) for approximately \$43,071.41 to replace one administrative vehicle in the Police Department fleet.

[1. VPD Admin Vehicle Quote \(22' Chevy Traverse\)](#)

**27. Police Department**

[Office of Traffic Safety Selective Traffic Enforcement Program \(STEP\) Grant Agreement](#)

Recommendation:

Approve and authorize the City Administrator, Police Chief, and Police Sergeant to execute an agreement between the City of Vernon and the Office of Traffic Safety, in substantially the same form as submitted, for a one (1) year term, for participation in the Selective Traffic Enforcement Program (STEP) with an effective date of October 1, 2021.

[1. Office of Traffic Safety STEP Grant Agreement](#)

**28. City Attorney**

[Regulation of Commercial Cannabis Businesses in the City of Vernon](#)

Recommendation:

Approve an indefinite hold on further action regarding regulation of commercial cannabis businesses.

**NEW BUSINESS**

**29. Public Works**

[Contract Award for City Contract No. CS-1345: City Hall Basement Cooling System Update](#)

Recommendation:

A. Find that approval of the proposed action is categorically exempt from California Environmental Quality Act (CEQA) review, in accordance with CEQA Guidelines Section 15301, because the project consists of the restoration or rehabilitation of deteriorated existing equipment and involves negligible or no expansion of an existing use;

B. Accept the bid proposal from Western Allied Corporation, as the lowest responsive and responsible bidder for the City Hall Basement Cooling System Update and reject all other bids;

C. Approve and authorize the City Administrator to execute Contract No. CS-1345 in the amount of \$275,200 for the City Hall Basement Cooling System Update Project, in substantially the same form as submitted, for a period not to exceed 180 calendar days; and

D. Authorize a contingency amount of \$15,000 in the event of an unexpected changed condition in the project and grant authority to the City Administrator to issue Change Orders for an amount up to the contingency amount, if necessary.

[1. Contract No. CS-1345 - City Hall Basement Cooling System Update](#)

**30. Public Works**

[Amendment to Vernon Municipal Code Chapter 22 to Regulate Sidewalk Vendors](#)

Recommendation:

- A. Find that the proposed action is categorically exempt under the California Environmental Quality Act (CEQA) review, in accordance with CEQA Guidelines Section 15061(b)(3), because there is no possibility that regulation of sidewalk vending will have a significant effect on the environment;
- B. Waive full reading and introduce and conduct first reading of Ordinance No. 1276 adding Article X to Chapter 22 of the Municipal Code regulating sidewalk vending; and
- C. Direct staff to schedule second reading and adoption for the October 5, 2021 City Council meeting.

[1. Ordinance No. 1276](#)

**31. Public Utilities**

[Services Agreement with Port Canaveral Power Consultants, Inc., for Technical Consulting Services Regarding Electrical Generation](#)

Recommendation:

Approve and authorize the City Administrator to execute a Services Agreement with Port Canaveral Power Consultants, Inc. (Port Canaveral), in substantially the same form as submitted, for a three-year term in an amount not-to-exceed \$786,000 effective September 21, 2021, to provide technical advice and recommendations for all matters involving and related to electrical generation.

[1. Services Agreement with Port Canaveral Power Consultants Inc.](#)

**ORAL REPORTS**

City Administrator Reports on Activities and Other Announcements.

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

**ADJOURNMENT**

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

Dated this 16<sup>th</sup> day of September, 2021.

By:                     /sd/                      
Sandra Dolson, Administrative Secretary



## **Guide to City Council Proceedings**

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

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

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

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

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

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

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

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



# City Council Agenda Item Report

Agenda Item No. COV-725-2021

Submitted by: Lisette Grizzelle

Submitting Department: Human Resources

Meeting Date: September 21, 2021

## **SUBJECT**

Recognition of Retiring Employee - Victor Vasquez

## **Recommendation:**

Acknowledge and present a proclamation to retiring employee Victor Vasquez, Meter Reader, Lead, in recognition of his dedicated service to the City of Vernon.

## **Background:**

Historically, the City Council has issued proclamations in honor of retiring City Employees. Hired in January 1991 as a Meter Reader, and serving as Meter Reader, Lead since February 2007, Victor Vasquez will retire from the City on September 30, after serving the City and its patrons over thirty years.

Among his career accomplishments, Mr. Vasquez has played a vital role in gathering customer consumption data, facilitating the process of revenue collection to enable Utility services to execute accurate and prompt invoicing, and providing outstanding customer service to Vernon residents and businesses alike. In addition, Mr. Vasquez has been a source of knowledge, stability, and dependability in the Water Division, working alongside both the Public Works and Public Utilities Departments.

Meter Reading is characterized as an essential Utility activity, as it is the foundational activity of the customer service billing process. During the COVID-19 pandemic, Mr. Vasquez exhibited his steadfast dedication and work ethic, attending to these essential duties in the field during the most trying circumstances. Mr. Vasquez played an integral part in the City's ability to maintain continuity of normal operations and its ability to deliver uninterrupted services to the many Vernon businesses that provide essential goods and services to the region and beyond.

The City recognizes Mr. Vasquez for his inspirational service during these challenging times and for his exemplary service throughout his distinguished career. The City commends and thanks Mr. Vasquez for his continued commitment and longevity in the care and support of both the Water Division and Customer Services Division of the Public Utilities Department.

During his notable career with the City, Mr. Vasquez has earned the deepest respect of his colleagues through his leadership and commitment to the Public Works and Public Utilities Departments. Victor Vasquez was hired on January 10, 1991 and meets the eligibility requirements under CalPERS to retire from the City of Vernon effective September 30, 2021.

## **Fiscal Impact:**

There is no fiscal impact associated with this report.

## **Attachments:**

1. [Proclamation - Victor Vasquez](#)



***A PROCLAMATION OF THE MAYOR AND THE CITY COUNCIL  
OF THE CITY OF VERNON COMMENDING VICTOR VASQUEZ  
FOR HIS YEARS OF SERVICE TO THE CITY OF VERNON***

*WHEREAS, Victor Vasquez has been employed by the City of Vernon since January 10, 1991, and has faithfully served the City of Vernon for over 30 years; and*

*WHEREAS, Victor Vasquez will retire from the City of Vernon effective September 30, 2021, as the Meter Reader, Lead, for the Public Utilities Department; and*

*WHEREAS, during the course of his employment with the City of Vernon, Victor Vasquez held the positions of Meter Reader effective January 10, 1991, and Meter Reader, Lead effective February 18, 2007; and*

*WHEREAS, Victor Vasquez has played a vital role in gathering customer consumption data, facilitating the process of revenue collection to enable Utility services to execute accurate and prompt invoicing, and providing outstanding customer service to Vernon residents and businesses alike; and*

*WHEREAS, Victor Vasquez has been a source of knowledge, stability, and dependability as a fixture in the Water Division, working alongside both the Public Works and Public Utilities Departments; and*

*WHEREAS, during the COVID-19 pandemic, Victor Vasquez exhibited a steadfast dedication and work ethic in the field, and played an integral part in the City's ability to maintain continuity of normal operations and its ability to deliver uninterrupted services to the many Vernon businesses that provide essential goods and services regionally and beyond; and*

*WHEREAS, during his distinguished career with the City of Vernon, Victor Vasquez has won the deepest respect of his colleagues through his leadership and his many contributions to the City; and*

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

**NOW, THEREFORE, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF VERNON, ON BEHALF OF ITS EMPLOYEES, RESIDENTS AND BUSINESSES HEREBY COMMEND AND THANK VICTOR VASQUEZ FOR HIS MANY YEARS OF SERVICE TO THE CITY. THIS PROCLAMATION IS BEING PRESENTED TO VICTOR VASQUEZ BY THE HONORABLE MAYOR MELISSA YBARRA FOR AND ON BEHALF OF THE CITY COUNCIL OF THE CITY OF VERNON THIS 21<sup>ST</sup> DAY OF SEPTEMBER TWO THOUSAND AND TWENTY-ONE.**

CITY OF VERNON

By: \_\_\_\_\_  
MELISSA YBARRA, Mayor



# City Council Agenda Item Report

Agenda Item No. COV-774-2021  
Submitted by: Denise Palomares  
Submitting Department: Human Resources  
Meeting Date: September 21, 2021

## **SUBJECT**

Employee Service Pin Awards for August 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.

### **5 YEARS OF SERVICE**

Alexis Hwang, Senior Administrative Assistant, Hired August 2016

Patrick W. Cam, Police Officer, Hired August 2016

## **Fiscal Impact:**

There is no fiscal impact associated with this report.

## **Attachments:**

# City Council Agenda Item Report

Agenda Item No. COV-771-2021

Submitted by: Angela Melgar

Submitting Department: Finance/Treasury

Meeting Date: September 21, 2021

## **SUBJECT**

Presentation on Pension Obligation Bonds

## **Recommendation:**

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

## **Background:**

Pension costs have historically been one of the largest sources of expenditures for local government; furthermore, after the 2008 Great Recession, CalPERS experienced substantial losses in its portfolio's value and implemented several reforms that have contributed to increased costs to the City to address the unfunded liability. In an effort to address these pension related costs, staff is actively engaged in identifying options that best serve the City's needs and obligations long-term.

As such, on June 22, 2021, the City of Vernon entered into a licensing agreement with GovInvest (a pension, Other Post-Employment Benefits (OPEB), and labor Software-as-a-Service solution and consulting firm) for use of their proprietary Pension Obligation Bond Module and related services included in the software agreement to: 1) Analyze the benefits and risks associated with issuing bonds to refinance pension and OPEB debt; and, 2) Help develop alternative funding approaches for current and future pension and OPEB debt and analyze the benefits and risks associated with each of the approaches. GovInvest will present its findings to Council, focusing on the potential savings, risks, and benefits of issuing Pension Obligation Bonds.

## **Fiscal Impact:**

There is no fiscal impact associated with this report.

## **Attachments:**

# City Council Agenda Item Report

Agenda Item No. COV-751-2021

Submitted by: Sandra Dolson

Submitting Department: City Clerk

Meeting Date: September 21, 2021

## **SUBJECT**

Approval of Minutes

## **Recommendation:**

Approve the August 17, 2021 Regular 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. [20210817 City Council Minutes](#)

**MINUTES  
VERNON CITY COUNCIL  
REGULAR MEETING  
TUESDAY, AUGUST 17, 2021  
COUNCIL CHAMBER, 4305 SANTA FE AVENUE**

**CALL TO ORDER**

Mayor Ybarra called the meeting to order at 9:03 a.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

**STAFF PRESENT:**

              Carlos Fandino, City Administrator  
              Zaynah Moussa, Interim City Attorney  
              Lisa Pope, City Clerk  
              Scott Williams, Finance Director  
              Abraham Alemu, Public Utilities General Manager  
              Michael Earl, Human Resources Director  
              Fredrick Agyin, Health and Environmental Control Director  
              Robert Sousa, Police Chief  
              Dan Wall, Public Works Director

**APPROVAL OF THE AGENDA**

              City Clerk Pope announced that Item 4 was being tabled.

**MOTION**

              Council Member Lopez moved and Council Member Larios seconded a motion to approve the agenda with Item 4 tabled. The question was called and the motion carried unanimously.

**PUBLIC COMMENT**

              None.

## **PRESENTATIONS**

**1. Proclamation Recognizing the Grand Opening of the Southern California Curling Center in Vernon**

Recommendation: Acknowledge and present a proclamation in recognition of the Grand Opening of the Southern California Curling Center.

City Clerk Pope read the proclamation.

**2. Human Resources**

Recognition of Retired Employee - Adam A. Alvarez, Street Maintenance Worker, Lead  
Recommendation: Acknowledge and present a proclamation to retired employee Adam A. Alvarez, Street Maintenance Worker, Lead, in recognition of his dedicated service to the City of Vernon.

City Clerk Pope read the proclamation.

**3. Employee Service Pin Awards for July 2021**

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

Human Resources Director Earl acknowledged Ernesto A. Smith, Information Technology Manager and Rodolfo J. Perez, Meter Reader as recipients of the Employee Service Pin Awards for July 2021.

**4. Presentation on Pension Obligation Bonds**

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

This item was tabled upon approval of the agenda.

**5. Presentation on the Temporary Shutdown of Closure Work at the Former Exide Facility**

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

Health and Environmental Control Director Agyin introduced the item and Roberto Puga, presented a PowerPoint on the temporary shutdown of closure work at the former Exide Facility.

## **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 unanimously.

The Consent Calendar consisted of the following items:

**6. Approval of Minutes**

Recommendation: Approve the August 3, 2021 Regular City Council meeting minutes.

**7. Operating Account Warrant Register**

Recommendation: Approve Operating Account Warrant Register No. 72, for the period of July 18 through July 31, 2021, totaling \$10,502,986.03 and consisting of ratification of electronic payments totaling \$10,292,563.14 and ratification of the issuance of early checks totaling \$210,422.89.

**8. City Payroll Warrant Register**

Recommendation: Approve City Payroll Warrant Register No. 782, for the period of July 1 through July 31, 2021, totaling \$3,479,026.87 and consisting of ratification of direct deposits, checks and taxes totaling \$2,455,263.52 and ratification of checks and electronic fund transfers (EFT) for payroll related disbursements totaling \$1,023,763.35 paid through operating bank account.

**9. Fire Department Activity Report**

Recommendation: Receive and file the June 2021 Fire Department Activity Report.

**10. Police Department Activity Report**

Recommendation: Receive and file the June 2021 Police Department Activity Report.

**11. Amendment No. 2 to the Services Agreement with Southeast Area Animal Control Authority (SEAACA)**

Recommendation: Approve and authorize the Mayor to execute Amendment No. 2 to the Services Agreement with SEAACA for animal control services to update the schedule of fees effective July 1, 2021.

**12. Public Works Department Vehicle Purchase**

Recommendation: Approve the purchase of two (2) new 2022 Chevrolet Silverado 2500HD 4WD Crew Cab Work Trucks through National Auto Fleet Group, for a total cost of \$91,334.02.

**13. Blanket Purchase Contract with The Home Depot**

Recommendation: A. Find that the best interests of the City are served by a direct award of a blanket Purchase Order to The Home Depot without a competitive selection process pursuant to Vernon Municipal Code (VMC) Section 2.17.12 (b)(2); and B. Approve the issuance of a blanket Purchase Order with The Home Depot in an amount not-to-exceed \$150,000 to procure supplies for Public Works and VPU for operational needs and special projects for Fiscal Year 2021-22.

**NEW BUSINESS**

**14. 2021 League of California Cities Annual Conference Representatives**

Recommendation: Designate the City's voting delegate and alternate voting delegate(s) for the League of California Cities 2021 Annual Conference and Expo scheduled for September 22-24, 2021.

City Clerk Pope presented the staff report.

No action was taken. The matter will be brought back to Council if a Council Member plans to attend.



**15. City Council Appointments to Outside Agencies**

Recommendation: Appoint a member to the Los Angeles County Vector Control District Board of Trustees for the term ending January 5, 2023.

City Clerk Pope presented the staff report.

**MOTION**

Mayor Ybarra moved and Mayor Pro Tem Davis seconded a motion to appoint Council Member Lopez as a member to the Los Angeles County Vector Control District Board of Trustees for the term ending January 5, 2023. The question was called and the motion carried unanimously.

**16. Purchase of Electric and/or Hybrid Vehicles for City Departments**

Recommendation: A. Approve the purchase of three (3) electric vehicles to replace the existing Department of Health and Environmental Control (DHEC) fleet vehicles, and approve the purchase of one (1) additional electric vehicle to serve as the City designated vehicle for the Director of DHEC for a total cost not to exceed \$153,571; B. Authorize a 10% contingency amount of \$15,357 in the event that it is necessary for the DHEC to secure similar vehicles from alternate dealers should the vehicles quoted no longer be available for sale; and C. Authorize the purchase of one (1) plug-in hybrid vehicle to replace the existing vehicle designated for City Council use at a not-to-exceed amount of \$45,000 from a dealer offering a competitive price.

Health and Environmental Control Director Agyin presented the staff report.

In response to Council questions, Health and Environmental Control Director Agyin discussed the need to replace existing vehicles and total proposed for purchase. City Administrator Fandino stated the Council vehicle purchase could be deferred.

**MOTION**

Council Member Lopez moved and Mayor Pro Tem Davis seconded a motion to: A. Approve the purchase of three (3) electric vehicles to replace the existing Department of Health and Environmental Control (DHEC) fleet vehicles, and approve the purchase of one (1) additional electric vehicle to serve as the City designated vehicle for the Director of DHEC for a total cost not to exceed \$153,571; and B. Authorize a 10% contingency amount of \$15,357 in the event that it is necessary for the DHEC to secure similar vehicles from alternate dealers should the vehicles quoted no longer be available for sale. The question was called and the motion carried unanimously.

**ORAL REPORTS**

**City Administrator Reports on Activities and other Announcements.**

City Administrator Fandino announced the Southern California Curling Center Grand opening; City's application for the Los Angeles Economic Development Corporation (LAEDC) "2021 Most Business-Friendly City in LA County During and In Response to COVID-19 Award"; and Vernon Elementary start of school year on August 16, 2021.

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

None.

**RECESS**

Mayor Ybarra recessed the meeting to Closed Session at 9:42 a.m.

**CLOSED SESSION**

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

Government Code Section 54956.9(d)(1)

Jerry Chavez v. City of Vernon

Los Angeles Superior Court Case No. BC719460

**18. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

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

Title: City Administrator

**RECONVENE**

At 11:40 a.m., Mayor Ybarra adjourned Closed Session and reconvened the regular meeting.

**CLOSED SESSION REPORT**

Interim City Attorney Moussa reported that the Council, with all five members present, met in Closed Session, and discussed the items on the agenda, and took no reportable action.

**ADJOURNMENT**

Mayor Ybarra adjourned the meeting at 11:41 a.m.

---

MELISSA YBARRA, Mayor

ATTEST:

---

LISA POPE, City Clerk  
(seal)

# City Council Agenda Item Report

Agenda Item No. COV-777-2021

Submitted by: Sandra Dolson

Submitting Department: City Clerk

Meeting Date: September 21, 2021

## **SUBJECT**

Claims Against the City

## **Recommendation:**

Receive and file the claims submitted by Phoenix Law Firm, on behalf of Theresa Rodriguez, in the amount in excess of \$25,000; and Marvin Rodas in the amount of \$1,176.25.

## **Background:**

On August 31, 2021 and September 7, 2021, the City received the following claims:

Name of Claimant	Amount Demanded
Phoenix Law Firm, on behalf of Theresa Rodriguez	In Excess of \$25,000
Marvin Rodas	\$1,176.25

Pursuant to Municipal Code Section 2.11-1, the above information is listed on the City Council agenda as soon after filing of the claim with the City as practical.

## **Fiscal Impact:**

There is no fiscal impact associated with this report.

## **Attachments:**

1. [Phoenix Law Firm - Theresa Rodriguez 20210831](#)
2. [M. Rodas 20210907](#)



**PHOENIX LAW FIRM**, Professional Corporation

PHOENIXLAWPC.COM

860 WOODWARD BLVD. PASADENA, CA 91107 | PHONE: (626) 365-1625 • FAX: (626) 365-1614

**RECEIVED**

AUG 31 2021

CITY CLERK'S OFFICE

August 27, 2021

CITY OF VERNON  
4305 South Santa Fe Avenue  
Vernon, CA 90058

Re: Our Client: THERESA RODRIQUEZ  
Date of Incident: 04/22/2021

Dear Sir or Madam:

This office is now represents the above-named individual in connection with the above-referenced matter. The pertinent facts in our possession strongly indicate that the cause of this incident was due to the negligence and carelessness of your employees, and maintenance and unsafe condition of the premise; thereof, our client suffered severe injuries.

A claim for damages is hereby presented for injuries arising out of this incident. I have a lien on my client's cause of action and any recovery thereunder, and you are hereby placed on notice that my name must be added as payee on any and all benefit payments concerning this matter. We hereby request that you provide our office with a written confirmation as to the types of coverage, policy limits, and the date of issuance of the above-referenced policy.

**DO NOT DESTROY, TAPE OVER OR ALTER THE TAPE IN ANYWAY. PLEASE PRESERVE A MINIMUM OF THREE HOURS BEFORE THE FALL AND ONE HOUR AFTER THE FALL.**

We hereby request that you provide this office with the name and address of your insurance carrier, the policy number, and the name of the insured. Additionally, please complete the attached form and promptly return it to this office immediately.

If we do not receive a response from you within (10) days from the date of this letter, we will be forced to fail a lawsuit against your store, and vigorously commence said action.




**PHOENIX LAW FIRM**, Professional Corporation

PHOENIXLAWPC.COM

860 WOODWARD BLVD. PASADENA, CA 91107 | PHONE: (626) 365-1625 • FAX: (626) 365-1614

Your prompt reply to our request will be appreciated.

Sincerely,

  
ALAN F. GINDLER  
ATTORNEY AT LAW

AFG/cc

Enclosures (w/a Claim for Damages)

## City of Vernon

4305 S Santa Fe Ave, Vernon, CA 90058

# CLAIM FOR DAMAGES

**Claimant's name:** Teresa Aguilar Rodriguez

**Telephone:** [REDACTED]

**Address of Sender.** Phoenix Law Firm 860 Woodward Blvd, Pasadena, CA 91107- 626-365-1625

**Date of Incident:** April 22, 2021

**Time:** Between 4-6 pm

**Location of Incident:** Street and Drive- way entrance: 3130 S. Boyle Avenue, Huntington Park, CA 90255 near Slauson Distribution Center

### **Circumstances of the Occurrence which gave rise to the claim:**

9. Claimant, Theresa Rodriguez 47 (D.B. [REDACTED]) on her motor scooter, was turning right unto the driveway of the location, when hazardous, dangerous condition of the driveway/street and lift apron caused her to collide with the condition and fall of the motor scooter, causing serious injuries. The property created a substantial risk of injury, as claimant was using the property with due care in a manner that was reasonably foreseeable that it will be used. The dangerous condition of the property was in damaged and deteriorated condition, latent and external derangement and alignment, gaps in roadway, depression, cuts, uneven, design defect, high elevation, defective and irregular surface, creates a trap for motorists, as it does not present a customary, ramp like assist for the motor vehicles, but induces with its rises, valleys hurdles, and obstacles, a catch of the scooters tires, that would result in the driver being sprung from the scooter. There was no warning signs present, insufficient lighting in the area, and no safeguards, or safety measures, present to protect motorists. Public entities, and their employees and agents so carelessly, negligently, unlawfully owned, operated, controlled, entrusted, managed, maintained, and supervised its property in reckless, careless, and harmful manners so as to the proximately cause Claimant to suffer severe injuries and property damage. The Public entity had actual or constructive notice of the defects, and an appropriate amount of time, and complaints to repair the defects before this incident. Dangerous condition involved a design

defect, or maintenance management operation of a dangerous condition. Reasonable periodic inspections or inspection system would have discovered, disclosed and corrected the dangerous condition or Public entity failed to have such a system, or operate its inspection system with due care. The dangerous condition was a substantial factor in causing claimants injuries. Claimant reserve the right to amend and/or supplement further response upon further discoveries and investigation and through city's resources.

**Indebtedness, obligation, injuries, damages, or loss incurred, so far known at this time.**

Claimant suffered personal injuries including but limited to nasal fracture, facial fractures with mandibular fracture; right wrist pain, neck pain, lower back pain, other body pain, fractured and avulsed teeth, head trauma, headaches, mental and emotional anxieties, general compensatory damages: pain and suffering, special damages, of medical expenses, loss of earnings and earning capacity, past, present and future. Claimant reserve right to supplement any other injuries at a later time. The amount of damages are undetermined at this time.

**Name of Public employee (s) causing injury, damage or loss**

Unknown as we are early on in this investigation, with the incident just recently occurring.

**The amount claimed, including estimated amount of any prospective injury, damage or loss, together with computation of such amount.** The amount of damages are undetermined at this time. Claimant's demand exceeds \$ 25,000.00. Unlimited civil case.

**Names and Addresses of witnesses, doctors, hospitals.**

USC Medical Center in Los Angeles, CA; Spine Care & Orthopedic Physicians: 8610 S. Sepulveda Blvd., Los Angeles, CA 90045; Claimant is still under medical attention. Claimant is still under medical attention. Witness information is unknown at this time but Claimant reserves the right to amend and or supplement new information at a later time.

I declare, under penalty of perjury that the foregoing, including any attachments, is true and correct.

Dated: 8/20/2021

SIGNATURE: 

Attorney Representing Claimant, Theresa Rodriguez

JEFFREY SHANE, PHOENIX LAW FIRM

860 Woodward Blvd., Pasadena, CA 91107

Tel: (626) 365-1625 Fax (626) 365-1614

Email: Central@phoenixlawpc.com



# CLAIM FOR DAMAGES TO PERSON OR PROPERTY

RESERVE FOR FILING STAMP  
CLAIM No. \_\_\_\_\_

## INSTRUCTIONS

1. Claims for death, injury to person or to personal property must be filed not later than six (6) months after the occurrence. (Gov. Code Sec. 9112)
2. Claims for damages to real property must be filed not later than one (1) year after the occurrence. (Gov. Code Sec. 911.2)
3. Read entire claim before filing.
4. See page 2 for diagram upon which to locate place of accident
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.
7. Claim must be filed with City Clerk. (Gov. Code Sec. 915a)

**RECEIVED**

SEP 07 2021

CITY CLERK'S OFFICE

TO: CITY OF VERNON CITY COUNCIL

Name of Claimant  
**MARVIN RODAS**

Age of Claimant (If natural person)  
**56**

Home Address of Claimant City and State

Home Telephone Number

Business Address of Claimant City and State

Business Telephone Number

Give address to which you desire notices or communications to be sent regarding this claim:

If possible, email: \_\_\_\_\_

Mail to: \_\_\_\_\_

How did DAMAGE or INJURY occur? Give full particulars.

As I drove on the #2 lane heading WB on Washington Blvd., approaching Downey Rd., the right rear tire of my vehicle struck a pothole, causing damage to my tire, wheel and most unfortunate, affecting the right rear shock assembly, right rear leaf spring bracket. Damages are supported by documentation provided by dealership.

When did DAMAGE or INJURY occur? Give full particulars, date, time of day, etc.:

August 6, 2021 at approximately 6:00 am.

Where did DAMAGE or INJURY occur? Describe fully, and locate on diagram on reverse side of this sheet, where approximate, give street names and address and measurements from landmarks:

#2 lane of WB Washington Blvd., approaching Downey Rd., directly under the 3rd and last overpass. There are signs of patching by PW within view of pothole in question.

What particular ACT or OMISSION do you claim caused the injury or damage? Give names of City employees, if any, causing the injury or damage, if known:

Pothole in question sits within Vernon, confirmed by the PW employee when calling in to report pothole. PW employee appeared to be familiar w/portion of street due to history of potholes. It is negligent that PW crews patched a small area directly across from this pothole.

What DAMAGE or INJURIES do you claim resulted? Give full extent of injuries or damages claimed:

Damage to my passenger side rear tire, wheel and right rear shock assembly and leaf spring bracket. Photos of damage are attached. Repairs total \$1,176.25.

What AMOUNT do you claim of each item of injury or damage as of date of presentation of this claim, giving basis of computation:

\$1,176.25, estimate of repairs attached. *Please help! Covid has affected my financial stability greatly and cannot afford repairs. Please!*

Give ESTIMATED AMOUNT as far as known you claim on account of each item of prospective injury or damage, giving basis of computation:

Were you insured at the time of the incident? If so, provide name of insurance company, policy numbers and amount of insurance payments received:

Expenditures made on account of accident or Injury: (Date - Item)

(Amount)

Name and address of Witnesses, Doctors and Hospitals:

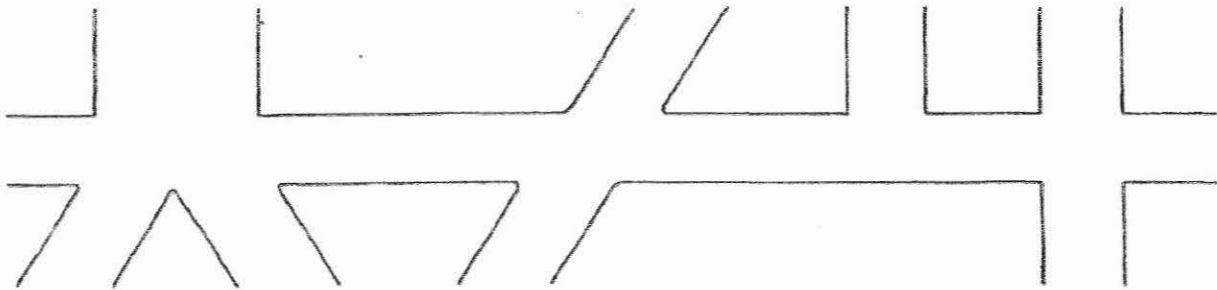
**READ CAREFULLY**

For all accident claims place on following diagram names of streets, including North, East, South, and West; indicate place of accident by "X" and by showing house numbers or distances to street corners.

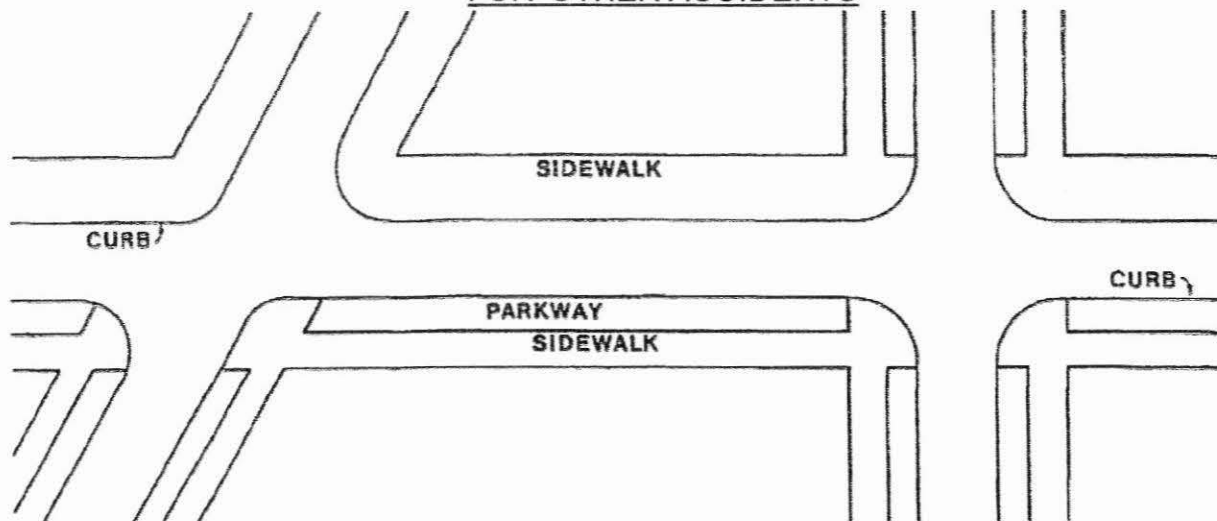
If City Vehicle was Involved, designate by letter "A" location of City vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw City vehicle; location of City vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of accident by "B-1" and the point of Impact by "X."

NOTE: If diagrams do not fit the situation, attach hereto a proper diagram signed by claimant.

**FOR AUTOMOBILE ACCIDENTS**



**FOR OTHER ACCIDENTS**



**I declare, under penalty of perjury, that the foregoing, including any attachments, is true and correct.**

Typed/Printed Name:

Marvin Rodas

Signature of Claimant or person filing on his/her behalf, giving relationship to Claimant:

Date:

8/20/2021

NOTE: ALL CLAIMANTS MAY BE REQUESTED TO BE EXAMINED AS TO THEIR CLAIM UNDER OATH. PRESENTATION OF A FALSE CLAIM IS A FELONY (CAL. PEN. CODE SEC. 72). CLAIMS MUST BE FILED WITH CITY CLERK (GOV. CODE SEC. 915a). STATE LAW PROVIDES THAT IF YOU ARE NOT NOTIFIED OF ANY ACTION BY THE CITY OF THIS CLAIM WITHIN 45 DAYS OF FILING THEN THE CLAIM IS DEEMED DENIED (SEE GOV. CODE SEC. 911.6 & 912.4)

CUSTOMER #: 1078855

1234361

**PENSKE**  
**TOYOTA**

\*INVOICE\*

9136 E FIRESTONE BLVD. · DOWNEY · CA 90241  
562-904-5600 · pensketoyota.com

MARVIN ELIAS RODAS SR

PAGE 1

Hours of Operation:  
Mon - Fri: 7 AM - 9 PM · Sat: 7 AM - 5 PM  
Sun: 8 AM - 4 PM

SERVICE ADVISOR: 906951 Berenice Martinez

SERVICE ADVISOR: 900551 BERENICE MARTINEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
Silver	20	TOYOTA TACOMA			9339/9339	TA89	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
19JUL20 IS			13:12 14AUG21		N/A	DEF	14AUG21
R.O. OPENED		READY		OPTIONS:			
09:33 14AUG21		12:14 14AUG21		SOLD-STK:LT001292 DLR:04080			

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	CUSTOMER REQUESTED COMPLIMENTARY MULTIPLE POINT VISUAL INSPECTION WHICH INCLUDES CHECKING UNDER HOOD FLUID LEVELS, CABIN & ENGINE AIR FILTER, BRAKE MATERIAL THICKNESS, TIRE WEAR, EXTERIOR LIGHTS, WIPER BLADES & UNDERCARRIAGE FOR MAJOR FLUID LEAK. MPI CUSTOMER REQUESTED COMPLIMENTARY MULTIPLE POINT VISUAL INSPECTION WHICH INCLUDES CHECKING UNDER HOOD FLUID LEVELS, CABIN & ENGINE AIR FILTER, BRAKE MATERIAL THICKNESS, TIRE WEAR, EXTERIOR LIGHTS, WIPER BLADES & UNDERCARRIAGE FOR MAJOR FLUID LEAK.						
	906015	CP				0.00	0.00
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE A:	0.00

\*\*\*\*\*

B	GUEST STATES THEY HIT A POT HOLE AND IT CAUSED DAMAGE TO THE RIGHT REAR WHEEL AND TIRE, ( TRUCK CURRENTLY ON SPARE) GUEST ADDED THAT AFTER THAT WHEN THE PUT THE E BRAKE OVER NIGHT AND TRY TO TAKE IT OFF IN THE MORNING IT WILL NOT RELEASE. YOU HAVE TO ACCELERATE AFTER YOU RELEASE THE E BRAKE FOR IT TO RELEASE. INSEPCT AND ADVISE. CONCERN GUEST STATES THEY HIT A POT HOLE AND IT CAUSED DAMAGE TO THE RIGHT REAR WHEEL AND TIRE, ( TRUCK CURRENTLY ON SPARE) GUEST ADDED THAT AFTER THAT WHEN THE PUT THE E BRAKE OVER NIGHT AND TRY TO TAKE IT OFF IN THE MORNING IT WILL NOT RELEASE. YOU HAVE TO ACCELERATE AFTER YOU RELEASE THE E BRAKE FOR IT TO RELEASE. INSEPCT AND ADVISE.						
	906015	CP				141.00	141.00
PARTS:	0.00	LABOR:	141.00	OTHER:	0.00	TOTAL LINE B:	141.00

FOUND RIGHT REAR PARKING BRAKE CABLE HAS BEEN DAMAGED AND ALSO RIGHT REAR SHOCK ASSEMBLY. DAMAGED RIGHT REAR LEAF SPRING BRACKET. VEHICLE DID NOT COME IN WITH RIGHT REA WHEEL. HAS SPARE TIRE ON RIGHT REAR. REC. TO REPLACE RIGHT REAR PARKING BRAKE CABLE AND REPLACE RIGHT REAR SHOCK ASSEMBLY. \$141.00 DIAG WILL BE USED AS CREDIT TOWARDS

## Final Service Invoice Copy

I acknowledge receipt of this invoice and the vehicle noted on this invoice.

X  
I acknowledge notice and oral approval of an increase in the original estimated price.

X

## Disclaimer of Warranties

The seller hereby disclaims all warranties either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the parts. I have read and accept all provisions of the warranty statement on the reverse side. Please refer to Proposition 65 "right to know" on the reverse side. All parts are new original equipment manufacturer unless otherwise specified.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS THIRD PARTY	
SALES TAX	
PLEASE PAY THIS AMOUNT	

Notice to Consumer: Please read important information on back.

BAR# ARD00285160 EPA# CAR000290767



CUSTOMER #: 1078855

1234361

**PENSKE**  
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PAGE 2

Hours of Operation:  
Mon - Fri: 7 AM - 9 PM • Sat: 7 AM - 5 PM  
Sun: 8 AM - 4 PM

SERVICE ADVISOR: 906951 Berenice Martinez

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
Silver	20	TOYOTA TACOMA			9339/9339	TA89	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
19JUL20 IS			13:12 14AUG21		N/A	DEF	14AUG21
R.O. OPENED		READY	OPTIONS: SOLD-STK:LT001292 DLR:04080				

09:33 14AUG21 12:14 14AUG21

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
REPAIRS ONCE GUEST RETURNS							

\*\*\*\*\*

C GUEST REQUEST QUOTE FOR A NEW WHEEL AND TIRE.

CONCERN GUEST REQUEST QUOTE FOR A NEW WHEEL AND  
TIRE.

906015 CP 0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

\*\*\*\*\*

D Guest requests an exterior vehicle wash. Please allow an additional  
15 minutes for vehicle wash.

WASH Guest requests an exterior vehicle wash.

Please allow an additional 15 minutes for  
vehicle wash.

906015 CP 0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

\*\*\*\*\*

E 00TBD:TIRE PRESSURE CHECK AND INFLATION SERVICE

INFLATE 00TBD:TIRE PRESSURE CHECK AND INFLATION  
SERVICE

906015 CP 0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

COMPLETED. FRONT 34 PSI REAR 34 PSI

\*\*\*\*\*

F\*\* Brake Cable (Rear) - Replace

BR39 Brake Cable (Rear) - Replace

999 CP 0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F: 0.00

no work done. spo on order.. original quote to replace rear brake  
cable: \$618.48

\*\*\*\*\*

G\*\* Shock Absorbers/Struts (Both Rear) - Replace

RS20 Shock Absorbers/Struts (Both Rear) - Replace

999 CP 0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE G: 0.00

Final Service Invoice Copy

I acknowledge receipt of this invoice and the vehicle noted on this invoice.

X  
I acknowledge notice and oral approval of an increase in the original estimated price.X  
Disclaimer of WarrantiesThe seller hereby disclaims all warranties either expressed or implied, including any implied warranty of  
merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to  
assume for it any liability in connection with the sale of the parts. I have read and accept all provisions of the  
warranty statement on the reverse side. Please refer to Proposition 65 "right to know" on the reverse side.  
All parts are new original equipment manufacturer unless otherwise specified.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS THIRD PARTY	
SALES TAX	
PLEASE PAY THIS AMOUNT	

Notice to Consumer: Please read important information on back.

BAR# ARD00285160 EPA# CAR000290767

Copyright 2014 CDK Global, LLC. EMF SERVICE INVOICE - XSI2C - 9598060 - IMAGING

CUSTOMER COPY



CUSTOMER #: 1078855

1234361

**PENSKE**  
**TOYOTA**

MARVIN ELIAS RODAS SR

\*INVOICE\*

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562-904-5600 · pensketoyota.com

PAGE 3

Hours of Operation:  
Mon - Fri: 7 AM - 9 PM · Sat: 7 AM - 5 PM  
Sun: 8 AM - 4 PM

SERVICE ADVISOR: 906951 Berenice Martinez

SERVICE ADVISOR: 300551 DOMINIC MARCHINEZ											
COLOR		YEAR		MAKE/MODEL		VIN		LICENSE	MILEAGE IN / OUT		TAG
Silver		20		TOYOTA TACOMA		[REDACTED]		[REDACTED]	9339/9339		TA89
DEL. DATE		PROD. DATE	WARR. EXP.	PROMISED		PO NO.		RATE	PAYMENT		INV. DATE
19JUL20 IS				13:12 14AUG21				N/A	DEF		14AUG21
R.O. OPENED			READY		OPTIONS: SOLD-STK:LT001292 DLR:04080						

09:33 14AUG21 12:14 14AUG21

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

NO WORK DONE. SPO ON ORDER. ORIGINAL QUOTE: \$ 148.05

\*\*\*\*\*

EST: 1,133.03 14AUG21 11:27 SA: 906951 \* Contact Method \*  
CONTACT: MARVIN (323) 946-3487 PHONE

!!!!!!! AUTHORIZED ESTIMATE WAS MODIFIED !!!!!!!!

\*\*\*\*\*

EST: 141.00 14AUG21 09:33 SA: 906951 \* Contact Method \*

!!!!!!! AUTHORIZED ESTIMATE WAS MODIFIED !!!!!!!!

\*\*\*\*\*

**Final Service Invoice Copy**

I acknowledge receipt of this invoice and the vehicle noted on this invoice.

X

I acknowledge notice and oral approval of an increase in the original estimated price.

X

**Disclaimer of Warranties**

The seller hereby disclaims all warranties either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the parts. I have read and accept all provisions of the warranty statement on the reverse side. Please refer to Proposition 65 "right to know" on the reverse side.

All parts are new original equipment manufacturer unless otherwise specified.

DESCRIPTION	TOTALS
LABOR AMOUNT	141.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	141.00
LESS THIRD PARTY	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	141.00

Notice to Consumer: Please read important information on back.

BAR# ARD00285160 EPA# CAR000290767

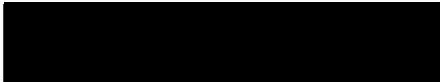
# Penske Toyota of Downey

VEHICLE HEALTH INSPECTION

PREPARED FOR: **MARVIN ELIAS RODAS SR**



Marvin Elias Rodas Sr



DATE August 14, 2021  
VIN [REDACTED]  
YEAR 2020  
MAKE TOYOTA  
MODEL TACOMA  
MILEAGE 9339  
RO # 1234361

**Penske Toyota of Downey**  
[www.pensketoyotadowney.com](http://www.pensketoyotadowney.com)

Berenice Martinez  
[bmartinez@socalpenske.com](mailto:bmartinez@socalpenske.com)

Gabriel Vasquez (tech)

9136 E Firestone Blvd  
Downey CA 90241

(888) 711-1633



# Technician Analysis

## Key Information

<p><b>Battery</b></p> <p>Battery Condition (cables / clamps / corrosion) <b>Good</b></p> <p>Battery State of Health <b>Good</b></p>	<p><b>Brakes</b></p> <p>Overall Brake Condition <b>Good</b></p> <p>LF Brake Lining mm's 6+ <b>MM</b></p> <p>RF Brake Lining mm's 6+ <b>MM</b></p> <p>LR Brake Lining mm's (Drum_mm) 3+ <b>MM</b></p> <p>RR Brake Lining mm's (Drum_mm) 3+ <b>MM</b></p> <p>Brake Lines / Hoses / Parking Brake Cable <b>Failed</b></p> <p>Disc / Drums / Calipers / Wheel Cylinders <b>Good</b></p>
<p><b>Fluids</b></p> <p>Oil Level <b>Good</b></p> <p>Windshield Washer <b>Good</b></p> <p>Coolant (degree of protection) <b>Good</b></p> <p>Power Steering (if equipped) <b>Good</b></p> <p>Brake Reservoir <b>Good</b></p> <p>Transmission / Transaxle <b>Good</b></p> <p>Differential (if equipped) <b>Good</b></p> <p>Transfer Case (4WD Models) <b>N/A</b></p> <p>Clutch Reservoir (if equipped) <b>N/A</b></p>	<p><b>Tire &amp; Wheel</b></p> <p>Overall Tread Depth/ Replacement Needed <b>Good</b></p> <p>LF Tread Depth 32's (32) 8 <b>32</b></p> <p>RF Tread Depth 32's (32) 8 <b>32</b></p> <p>RR Tread Depth 32's (32) 2 <b>32</b></p> <p>LR Tread Depth 32's (32) 8 <b>32</b></p>

CONDUCTED BY:

Gabriel Vasquez

## CRITICAL CONCERNS

Job Description	Observation	Recommendation
Brake Cable (Rear) - Replace		
Shock Absorbers/Struts (Both Rear) - Replace		

## KNOW YOUR VEHICLE

**Penske Toyota of Downey** wants our customers to have the necessary information to make informed decisions regarding vehicle repair and maintenance. You have numerous references available to assist with this process including your Service Advisor: **Berenice Martinez**. To help you start, we've included the following information specific to the findings of your vehicle inspection conducted by **Gabriel V.** An educated customer is a happier customer and that's our goal at **Penske Toyota of Downey**.

**View all media for this Repair Order by clicking [here](#)**



CUSTOMER #: 1078855

1234361

PRE-WORKORDER

# PENSKE

## TOYOTA

MARVIN ELIAS RODAS SR

Page 1 of 1

 9136 E FIRESTONE BLVD. · DOWNEY · CA 90241  
 562-904-5600 · pensketoyota.com

 Hours of Operation:  
 Mon - Fri: 7 AM - 9 PM · Sat: 7 AM - 5 PM  
 Sun: 8 AM - 4 PM

SERVICE ADVISOR: Berenice Martinez

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
Silver	2020	TOYOTA TACOMA			9339	A89	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
							08/14/2021
R.O. OPENED		READY		OPTIONS:			
08/14/2021							

LINE	OP CODE	DESCRIPTION	DURATION	ESTIMATE
# A	MPI	CUSTOMER REQUESTED COMPLIMENTARY MULTIPLE POINT VISUAL INSPECTION WHICH INCLUDES CHECKING UNDER HOOD FLUID LEVELS, CABIN & ENGINE AIR FILTER, BRAKE MATERIAL THICKNESS, TIRE WEAR, EXTERIOR LIGHTS, WIPER BLADES & UNDERCARRIAGE FOR MAJOR FLUID LEAK.	0.00	0.00
# B	CONCERN	GUEST STATES THEY HIT A POT HOLE AND IT CAUSED DAMAGE TO THE RIGHT REAR WHEEL AND TIRE, ( TRUCK CURRENTLY ON SPARE) GUEST ADDED THAT AFTER THAT WHEN THE PUT THE E BRAKE OVER NIGHT AND TRY TO TAKE IT OFF IN THE MORNING IT WILL NOT RELEASE. YOU HAVE TO ACCELERATE AFTER YOU RELEASE THE E BRAKE FOR IT TO RELEASE. INSEPT AND ADVISE.	1.00	141.00
# C	CONCERN	GUEST REQUEST QUOTE FOR A NEW WHEEL AND TIRE.	0.00	237.96
# D	WASH	Guest requests an exterior vehicle wash. Please allow an additional 15 minutes for vehicle wash.	0.00	0.00
# E	INFLATE	00TBD:TIRE PRESSURE CHECK AND INFLATION SERVICE ADDITIONAL SERVICE RECOMMENDATIONS	0.00	0.00
# F	BR39	Brake Cable (Rear) - Replace	3.00	606.02
# G	RS20	Shock Absorbers/Struts (Both Rear) - Replace	0.50	148.05

Subtotal 1133.03

Shop Charges 0.00

Sales Tax 43.22

Printed On 08/14/2021 11:43 AM

Estimate Expires on 09/13/2021

Total 1176.25

I (Customer) hereby authorize the repair work described above to be done along with necessary materials. I also authorize Dealer and its employees and agents to operate my vehicle for the purposes of testing, inspection, and delivery. I hereby acknowledge that I received a copy of this estimate prior to the start of any repairs.

AUTHORIZED AND ACKNOWLEDGED BY:

X

SAVE OLD PARTS: Customer to initial in this box to save old parts:

All parts are new original equipment manufacturer unless otherwise specified.

DESIGNATION OF PERSON TO AUTHORIZE ADDITIONAL WORK OR PARTS: I hereby designate the individual named below to authorize any additional work not specified or parts not included in the original written estimated price for parts and labor.

Name of Designee: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_ Customer's Signature: X Date: \_\_\_\_\_

POWER OF ATTORNEY: The undersigned, hereinafter called "Insured," for consideration of the repairs made to Insured's vehicle described above, does hereby grant to Dealer, the power of attorney to sign and endorse checks or drafts made payable to Insured as settlement for the Insured's claim for damages to the vehicle.

Insured's Signature: X

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

PRIVACY: For information regarding Dealer's privacy practices and your rights under the California Consumer Privacy Act, a copy of Dealer's Privacy Policy has been made available to you. To view the Privacy Policy online, click the "Privacy" link on Dealer's website.

 Notice to Consumer: Please read important information on back.  
 Copyright © 2014 CDK Global, LLC. WORKORDER 1234361 RODAS SR | 1234361

 BAR# ARD00285160 EPA# CAR000290767  
 Page 7 of 7



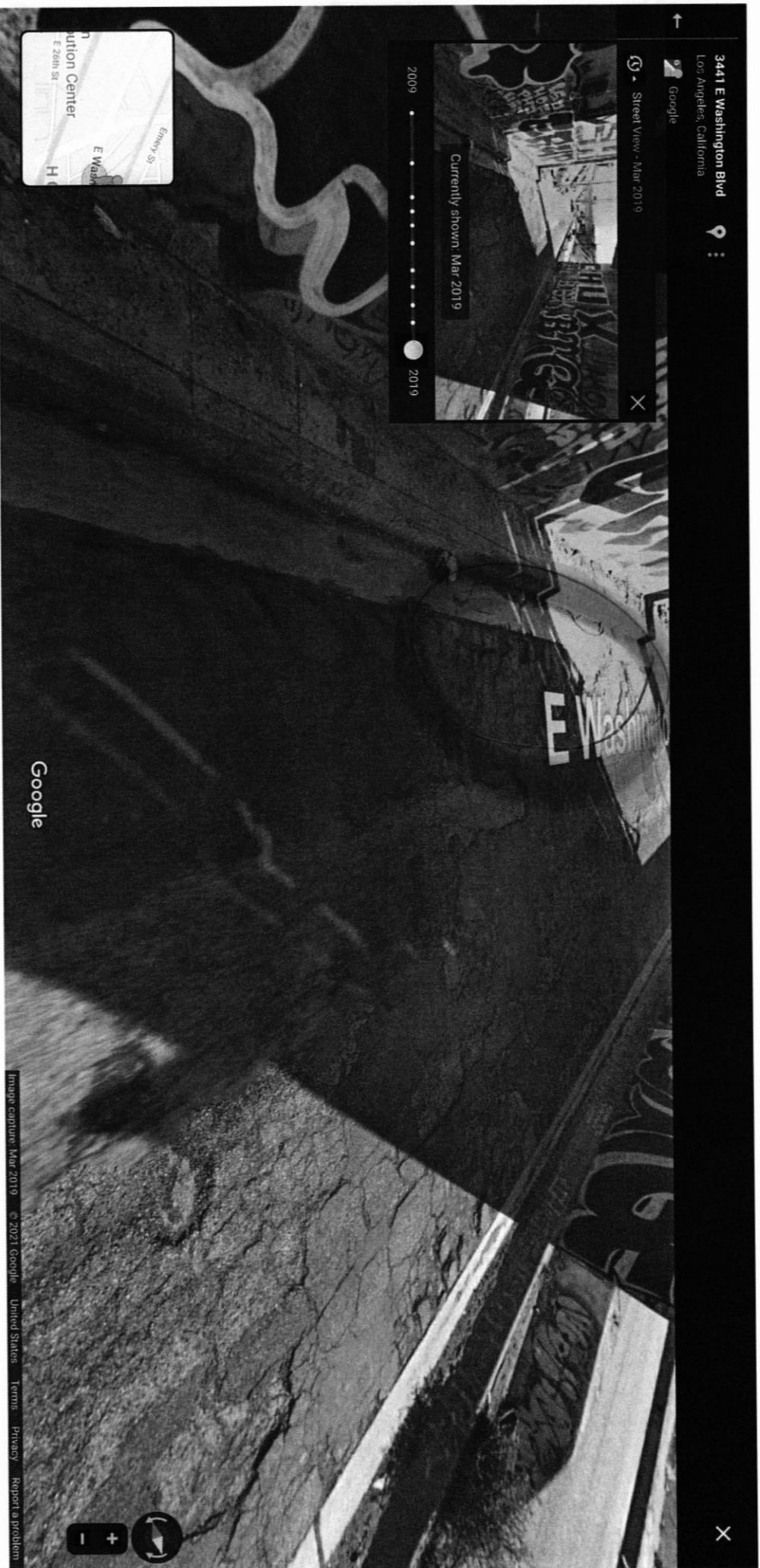
Vernon Public Works - recent work within view  
of pothole in question



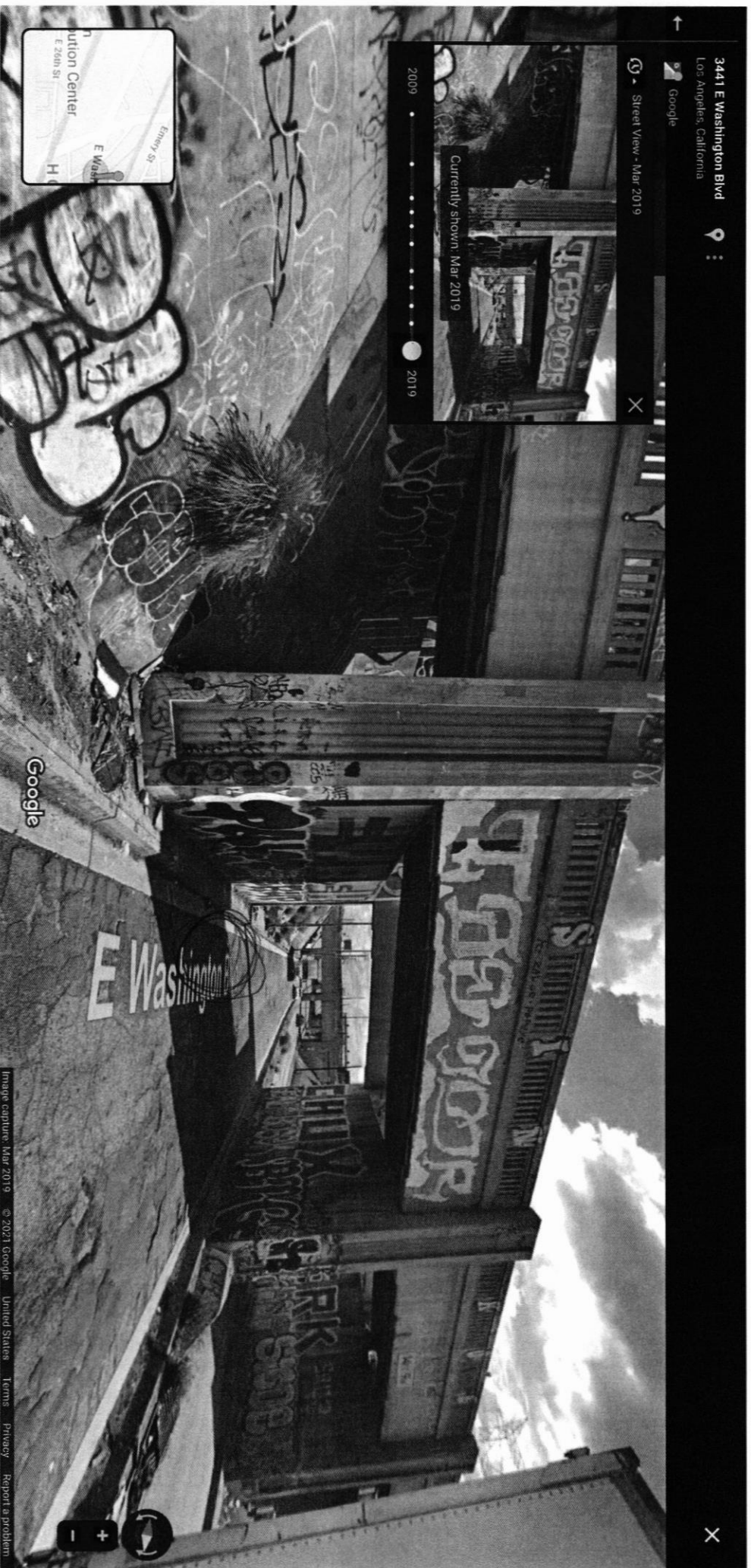




Pothole has been in place  
and worsening for quite some time  
This is March 2019.



Overall condition of  
portion of street







# City Council Agenda Item Report

Agenda Item No. COV-692-2021

Submitted by: Lisa Pope

Submitting Department: City Clerk

Meeting Date: September 21, 2021

## **SUBJECT**

Conflict of Interest Code (Statement of Economic Interests)

## **Recommendation:**

Adopt Resolution No. 2021-29 establishing a conflict of interest code for all agencies, boards, commission, committees, designated City personnel and officials, and repealing Resolution No. 2020-33.

## **Background:**

The City's Conflict of Interest Code enumerates the positions required to file Statement of Economic Interests - FPPC Form 700 (Statement) based on those involved in making or participation in the making of decisions which may have a material effect on any financial interest of that position. The Political Reform Act requires each local agency to adopt a Conflict of Interest Code (Code) and update said Code biennially in even numbered years. With the adoption of Resolution No. 2021-16, on June 1, 2021, revising the Classification and Compensation Plan, several classifications were added, amended or omitted. Therefore, the Conflict of Interest Code should be updated to reflect the current positions.

Government Code Section 87200 requires the City Attorney, City Council, City Manager, and City Treasurer to file a statement. The proposed resolution outlines all other positions required to file statements, including those recently modified.

The following positions are proposed to be added to the Code:

### Administration Department:

- Assistant to the City Administrator

### Health and Environmental Control:

- Deputy Director of Health and Environmental Control

### Public Utilities:

- Customer Relations and Marketing Manager
- Electric Operations Supervisor
- Planning and Analysis Manager
- Utilities Dispatcher, Senior
- Utilities Program Specialist
- Water Supervisor

### Public Works:

- Code Enforcement Officer
- Public Works Inspector, Senior



The following positions are proposed to be modified:

Public Utilities:

- Integrated Resources Manager (added "s" to Resources)
- Power Resources Settlement Analyst (added "s" to Resources)
- Utilities Operations Manager (added "s" to Operations)

The following positions are proposed to be removed because the positions no longer exist:

Administration:

- Economic Development Manager
- Industrial Development Director
- IT Programmer/Analyst

Fire Department:

- Assistant Fire Chief
- Fire Administrative Analyst
- Fire Battalion Chief
- Fire Code inspector
- Fire Marshal
- Senior Fire Code Inspector

Public Utilities:

- Senior Utilities Dispatcher (now called Utilities Dispatcher, Senior)

Public Works:

- Stormwater and Special Projects Analyst

The following position is proposed to be removed from the Code because it does not rise to level required to file a conflict of interest statement:

Public Utilities:

- Utilities Dispatcher

On March 4, 2020, the City implemented an electronic filing system through Granicus and all filings are required to be filed through the City's electronic filing system.

**Fiscal Impact:**

There is no fiscal impact associated with this report.

**Attachments:**

1. [Resolution No. 2021-29](#)

## RESOLUTION NO. 2021-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON ESTABLISHING A CONFLICT OF INTEREST CODE FOR ALL AGENCIES, BOARDS, COMMISSIONS, COMMITTEES, DESIGNATED CITY PERSONNEL, AND OFFICIALS AND REPEALING RESOLUTION NO. 2020-33

### SECTION 1. Recitals.

- A. On October 6, 2020, the City Council of the City of Vernon adopted Resolution No. 2020-33 establishing a conflict of interest code for all agencies, boards, and commissions affiliated with the City that incorporated by reference the standard model conflict of interest code of the Fair Political Practices Commission and repealing all resolutions in conflict therewith.
- B. The Political Reform Act, Government Code Sections 81000, et seq., requires the adoption of a conflict of interest code and biennial review.
- C. Government Code Section 87306 requires every agency to amend its conflict of interest code when changes occur, including the creation of new positions that must be designated positions, the deletion of old positions and relevant changes in the duties assigned to existing positions.
- D. Section 3 accurately sets forth those positions which should be designated and the categories of financial interests, which should be made reportable.

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 following positions are required to provide full disclosure pursuant to Government Code Section 87200:

- City Attorney
- City Council
- City Manager/Administrator
- City Treasurer

Additionally, the City requires full disclosure for the positions listed below, which participate in making decisions that may foreseeably have a material effect on financial interests. Full Disclosure includes all interests in real property in the City of Vernon, as well as investments, business positions, and sources of income, including gifts, loans, and travel payments.

**Administration Department:**

- Administrative Analyst
- Assistant to the City Administrator
- Deputy City Administrator
- Executive Assistant to City Administrator
- Information Technology Manager
- Public Information Officer
- Senior Information Technology Analyst

**City Attorney Department:**

- Deputy City Attorney
- Legal Administrative Analyst
- Senior Deputy City Attorney

**City Clerk Department:**

- City Clerk
- Deputy City Clerk

**Finance Department:**

- Assistant Finance Director
- Assistant Buyer
- Business and Account Supervisor
- Buyer
- Deputy City Treasurer
- Finance Manager
- Finance Specialist
- Finance Specialist, Senior
- Financial Services Administrator
- Senior Accountant

**Health & Environmental Control:**

- Deputy Director of Health & Environ. Control
- Director of Health & Environ. Control
- Environ. Health Program Administrator
- Environmental Health Specialist
- Environ. Health Specialist Trainee
- Environmental Health Technician
- Health Officer

**Human Resources Department:**

- Director of Human Resources
- Human Resources Analyst
- Senior Human Resources Analyst

- Senior Legal and Policy Advisor

**Police Department:**

- Police Captain
- Police Chief
- Police Lieutenant

**Public Utilities:**

- Administrative Analyst
- Assistant Civil Engineer
- Assistant General Manager of Public Utilities
- Assistant Resource Scheduler
- Associate Electrical Engineer
- Associate Resource Scheduler
- Business and Account Supervisor
- Customer Relations and Marketing Manager
- Electrical Engineer
- Electric Operations Supervisor
- Electrical Service Planner
- Gas Systems Superintendent
- General Manager of Public Utilities
- Integrated Resources Manager
- Key Accounts Specialist
- Planning and Analysis Manager
- Power Resources Settlement Analyst
- Principal Electrical Engineer
- Principal Resource Planner
- Principal Resource Scheduler/Trader
- Resource Planner
- Utilities Compliance Administrator
- Utilities Compliance Analyst
- Utilities Dispatcher, Senior
- Utilities Engineering Manager
- Utilities Operations Manager
- Utility Program Specialist
- Utilities Project Coordinator
- Water Administrator
- Water Project Coordinator
- Water Project Specialist
- Water Superintendent
- Water Supervisor

**Public Works Department:**

- Assistant Engineer
- Assistant Planner
- Associate Engineer
- Building and Planning Manager
- Building Inspector
- Civil Engineer
- Code Enforcement Officer
- Deputy Director of Public Works
- Director of Public Works
- Electrical Inspector
- Facilities Maintenance Supervisor
- Fleet Supervisor
- Principal Civil Engineer
- Project Engineer
- Public Works Inspector
- Public Works Inspector, Senior
- Public Works Project Coordinator
- Public Works Superintendent
- Senior Building Inspector
- Senior Electrical Inspector
- Senior Plumbing & Mechanical Inspector

**Commissions and Committees:****Members, Directors, Legal Counsel, Treasurer and Secretary**

- Board of Library Trustees
- Green Vernon Commission
- Successor Agency to the Redevelopment Agency
- Vernon Business and Industry Commission
- Vernon CommUNITY Fund Grant Committee
- Vernon Housing Commission

**Consultants:**

- Consultant filling a designated position
- As determined by City Administrator or designee:

The City Administrator or designee will determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination must include a description of the consultant's duties and, based upon the description, a statement of the extent of disclosure requirements. The determination is a public record and must be retained for public inspection in the same manner and location as this Conflict of Interest Code.

SECTION 4. The Political Reform Act requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regulations Section 18730, which contains the terms of a standard Conflict of Interest Code, that can be incorporated by reference and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings. The terms of 2 Cal. Code of Regulations Section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference. These provisions constitute the Conflict of Interest Code of the City of Vernon. The City of Vernon is considered the "agency" within the purview of this code.

SECTION 5. Designated positions must file Statements of Economic Interests with the City Clerk utilizing the City's electronic filing system. The City Clerk will perform the duties of Filing Officer for the City of Vernon.

SECTION 6. Any change provided for in this Conflict of Interest Code will not affect or excuse any offense or act committed or done or omission or any penalty or forfeiture incurred or accruing under any other Conflict of Interest Code; nor will it affect any prosecution, suit or proceeding pending or any judgment rendered in connection with any other Conflict of Interest Code.

SECTION 7. All resolutions or parts of resolutions, specifically Resolution No. 2020-33, not consistent with or in conflict with this resolution are hereby repealed.

SECTION 8. 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 21<sup>st</sup> day of September, 2021.

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MELISSA YBARRA, Mayor

ATTEST:

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LISA POPE, City Clerk  
(seal)

APPROVED AS TO FORM:

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ZAYNAH N. MOUSSA,  
Interim City Attorney

# City Council Agenda Item Report

Agenda Item No. COV-790-2021

Submitted by: John Lau

Submitting Department: Finance/Treasury

Meeting Date: September 21, 2021

## **SUBJECT**

Operating Account Warrant Register

## **Recommendation:**

Approve Operating Account Warrant Register No. 73, for the period of August 1 through September 4, 2021, totaling \$20,337,916.38 and consisting of ratification of electronic payments totaling \$19,695,271.53, ratification of the issuance of early checks totaling \$642,644.85 and voided Check Nos. 607774 and 607834 totaling \$1,028.86.

## **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. 73 covering claims and demands presented during the period of August 1 through September 4, 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. 73, totals \$20,337,916.38. 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. 73.

## **Attachments:**

1. [Operating Account Warrant Register No. 73](#)



**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 73  
SEPTEMBER 21, 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*

Scott Williams  
Director of Finance / City Treasurer

Date: 9/9/2021

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: 607774, 607834

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 73  
SEPTEMBER 21, 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	\$ 69.27	Initial Charges 07/21	202107273149935				
				997				
	055.9200.500150	\$ -302.16	Recalculation Charges 04/21	202107273149936				
				228				
	055.9200.500190	\$ -1,307.87	Recalculation Charges 04/21	202107273149936				
				228				
	055.9200.500170	\$ 146.65	Recalculation Charges 04/21	202107273149936				
				228				
	055.9200.500150	\$ 352,426.10	Initial Charges 07/21	202107273149936				
				228				
	055.9200.500170	\$ 45,735.92	Initial Charges 07/21	202107273149936				
				228				
	055.9200.500190	\$ 16,966.48	Initial Charges 07/21	202107273149936				
				228				
	055.9200.500210	\$ 16,389.22	Initial Charges 07/21	202107273149936				
				228				
						08/02/2021	11615	\$ 430,123.61
006865 - ALVAREZ-GLASMAN & COLVIN	011.1024.593200	\$ -3,934.90	Retainer Credit 04/21~	20210419820				
	011.1024.593200	\$ 12,873.96	Special Legal Services 04/21	20210419821				
	011.1024.593200	\$ 925.00	Litigation Services 04/21~	20210419822				
	011.1024.593200	\$ 1,490.61	Litigation Services 04/21~	20210419823				
	011.1024.593200	\$ 275.00	Litigation Services 04/21~	20210419824				
	011.1024.593200	\$ 850.00	Litigation Services 04/21~	20210419825				
	011.1024.593200	\$ 750.00	Litigation Services 04/21~	20210419826				
						08/03/2021	11616	\$ 13,229.67



**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 73  
SEPTEMBER 21, 2021**

**ELECTRONIC**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER		INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
007136 - KARBONE, INC	055.9200.596200	\$	7,500.00	Brokerage Fees	2021267		08/03/2021	11617	\$ 7,500.00
003053 - LEVEL 3 COMMUNICATIONS, LLC	057.1057.500173	\$	4,416.40	Internet Access Services	234175341		08/03/2021	11618	\$ 4,416.40
001447 - TYLER TECHNOLOGIES, INC	011.9019.860000	\$	5,600.00	ERP System (Munis) Upgrade	45342828		08/03/2021	11619	\$ 8,687.00
	011.9019.860000	\$	3,087.00	ERP System (Munis) Upgrade	45343671				
007126 - VERITONE, INC	011.9019.860000	\$	4,300.00	Contact Application~	27807		08/03/2021	11620	\$ 4,300.00
005784 - ZONES, LLC	011.9019.590110	\$	730.53	OverlandCare Bronze Warranty Coverage,	K17635500101	011.0014920	08/03/2021	11621	\$ 1,461.06
	011.9019.590110	\$	730.53	OverlandCare Bronze Warranty Coverage,	K17635500101	011.0014920			
001401 - CENTRAL BASIN MWD	020.1084.500130	\$	39,267.29	Potable & Recycled Water	VERJUN21		08/05/2021	11622	\$ 39,267.29
001444 - COUNTY OF LOS ANGELES	011.1033.596200	\$	1,260,040.93	Fire Protection Services~	C0009918		08/05/2021	11623	\$ 1,399,584.00
	011.1033.596200	\$	112,025.47	Fire Protection Services~	C0009918				
	011.1033.596200	\$	27,517.60	Fire Protection Services~	C0009918				

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 73  
SEPTEMBER 21, 2021**

**ELECTRONIC**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER		INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
000947 - DAILY JOURNAL CORPORATION	056.5600.596600	\$	340.00	Publication Services	B3488264		08/05/2021	11624	\$ 340.00
005350 - HAUL AWAY RUBBISH SERVICE CO,	055.8400.596200	\$	227.00	Disposal & Recycling Services	16X00363				
	055.8400.596200	\$	597.48	Disposal & Recycling Services	16X00365		08/05/2021	11625	\$ 824.48
001150 - MCMASTER-CARR SUPPLY COMPANY	056.5600.520000	\$	958.28	Hardware Supplies~	60562891	056.0000623			
	056.5600.520000	\$	1,168.45	Hardware Supplies~	60564035	056.0000623			
	056.5600.520000	\$	943.07	Hardware Supplies~	60790733	056.0000623			
	056.5600.520000	\$	-950.56	Hardware Supplies~	60862600	056.0000623			
	056.5600.520000	\$	59.36	Hardware Supplies~	60867556	056.0000623	08/05/2021	11626	\$ 2,178.60
000629 - OPEN ACCESS TECHNOLOGY INTL, I	055.9200.596200	\$	867.00	Charges: January 2022 - June 2022~	164479	055.0002891	08/05/2021	11627	\$ 867.00
005925 - SHI INTERNATIONAL CORP	011.9019.860000	\$	11,849.28	Meraki MS125-48FP 10G L2 Cld-Mngd 48x	B13670440	011.0014869			
	011.9019.860000	\$	635.58	Meraki MS125-48FP Enterprise License	B13670440	011.0014869			
	011.9019.860000	\$	1,214.55	Sales Tax 10.25	B13670440		08/05/2021	11628	\$ 13,699.41

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 73  
SEPTEMBER 21, 2021**

**ELECTRONIC**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
003601 - UNITED SITE SERVICES OF CA	055.8100.596200	\$ 122.54	Portable Restroom Service~	11412065341				
	055.8100.596200	\$ 122.54	Portable Restroom Service~	11412065343				
	020.1084.520000	\$ 85.03	Portable Restroom Service~	1141210684				
	055.8100.596200	\$ 280.17	Portable Restroom Service~	11412111868				
						08/05/2021	11629	\$ 610.28
001658 - WATER REPLENISHMENT DISTRICT	020.1084.500110	\$ 223,275.18	Groundwater Production & Assessment	072621				
						08/05/2021	11630	\$ 223,275.18
005182 - ANTHEM BLUE CROSS	011.1026.502031	\$ 14,887.78	Medical Retirees~	198287025				
						08/05/2021	11631	\$ 14,887.78

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 73  
SEPTEMBER 21, 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	\$ 59.54	Initial Charges 07/21	202108033150115 735				
	055.9200.500150	\$ 437,586.61	Initial Charges 07/21	202108033150115 967				
	055.9200.500170	\$ 10,088.77	Initial Charges 07/21	202108033150115 967				
	055.9200.500190	\$ 10,719.68	Initial Charges 07/21	202108033150115 967				
	055.9200.500210	\$ 16,094.59	Initial Charges 07/21	202108033150115 967				
	055.9200.500150	\$ -673.56	Recalculation Charges 04/21	202108033150115 967				
	055.9200.500190	\$ -1,111.98	Recalculation Charges 04/21	202108033150115 967				
	055.9200.500170	\$ 932.62	Recalculation Charges 04/21	202108033150115 967				
	055.9200.500150	\$ 11,791.68	Recalculation Charges 10/18	202108033150115 967				
	055.9200.500170	\$ -1.61	Recalculation Charges 10/18	202108033150115 967				
						08/09/2021	11632	\$ 485,486.34
003266 - AON RISK INSURANCE SERVICES WE	011.1004.503035	\$ 3,059.42	Renewal - Crime Primary	8200000302840				
	011.1004.503035	\$ 35,840.80	Renewal - Cyber Liability	8200000304202				
	011.1004.503035	\$ 235.92	Endorsement - General Liability Coverage	8200000304236				
						08/10/2021	11633	\$ 39,136.14

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER		INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
004303 - ATHENS INSURANCE SERVICES, INC	011.1026.594200	\$	6,303.75	TPA Fees 08/21	IVC25461		08/10/2021	11634	\$ 6,303.75
000267 - BROADBAND, LLC	057.1057.500173	\$	4,139.00	Internet Access Services	BBUS00032450		08/10/2021	11635	\$ 4,139.00
005108 - JEMMOTT ROLLINS GROUP, INC	011.1021.797000	\$	8,100.00	Professional Services~	JUL21		08/10/2021	11636	\$ 8,100.00
000839 - MEASUREMENT CONTROL SYSTEMS, I	056.5600.900000	\$	1,260.00	3" Port Rebuild Kit w/80 Durometer	223935	056.0000634			
	056.5600.900000	\$	45.64	Freight	223935	056.0000634			
	056.5600.900000	\$	129.15	Sales Tax 10.25	223935				
	056.5600.900000	\$	2,520.00	3" Port Rebuild Kit w/80 Durometer	223936	056.0000634			
	056.5600.900000	\$	87.23	Freight	223936	056.0000634			
	056.5600.900000	\$	258.30	Sales Tax 10.25	223936		08/10/2021	11637	\$ 4,300.32
003584 - WILLIAMS DATA MANAGEMENT	011.1003.596200	\$	375.00	Storage Services	557301				
	011.1003.596200	\$	1,309.31	Storage Services	557829		08/10/2021	11638	\$ 1,684.31
005182 - ANTHEM BLUE CROSS	011.1026.502031	\$	14,887.78	Medical Retirees~	195634352		07/01/2021	11659	\$ 14,887.78

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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	\$ 291,034.43	Rehabilitation of Reservoirs~	080421		08/12/2021	11666	\$ 291,034.43
005034 - KRONOS INCORPORATED	011.9019.590110	\$ 1,290.00	Kronos Support Service for PD	11781678		08/12/2021	11667	\$ 1,290.00
001150 - MCMASTER-CARR SUPPLY COMPANY	020.1084.900000	\$ 304.15	Hardware Supplies~	59298230	011.0014443			
	055.8000.590000	\$ 275.77	Hardware Supplies~	59314145	055.0002802			
	020.1084.900000	\$ 810.16	Hardware Supplies~	59323635	011.0014443			
	020.1084.900000	\$ 287.99	Hardware Supplies~	59531527	011.0014443			
	055.8400.520000	\$ 243.73	Hardware Supplies~	59628521	055.0002802			
	020.1084.900000	\$ 583.57	Hardware Supplies~	59782262	011.0014443			
	055.8200.590000	\$ 33.73	Hardware Supplies~	59945891	055.0002802			
						08/12/2021	11668	\$ 2,539.10
000016 - MOTOROLA SOLUTIONS, INC	011.9019.590110	\$ 17,076.37	UHF Radio System for PD	8230330832		08/12/2021	11669	\$ 17,076.37
006801 - NTT CLOUD COMMUNICATIONS U.S.	011.9019.560010	\$ 36.43	Audio Conferencing Charges	USINV2106172060		08/12/2021	11670	\$ 36.43
002517 - SO CAL PUBLIC POWER AUTHORITY	055.9200.500154	\$ 66,786.45	Astoria 2 Solar Project	ATSP0821		08/12/2021	11671	\$ 66,786.45

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003177 - WILMINGTON INSTRUMENT COMPANY,	056.5600.590000	\$ 658.61	Equipment Parts & Materials~	121586IN	056.0000615	08/12/2021	11672	\$ 658.61
005784 - ZONES, LLC	011.9019.520010	\$ 6,019.92	VMWare Standard for PD~	K17637340101	011.0014943			
	011.9019.520010	\$ 3,329.96	VMWare Standard for PD~	K17637340101	011.0014943	08/12/2021	11673	\$ 9,349.88
003049 - PETRELLI ELECTRIC, INC	055.9100.900000	\$ 319,894.48	Electric Service Maintenance 07/21	210250				
	057.1057.900000	\$ 13,931.90	Electric Service Maintenance 07/21	210250				
	057.1057.590000	\$ 20,069.06	Electric Service Maintenance 07/21	210250				
	055.8300.590000	\$ 1,082,694.51	Electric Service Maintenance 07/21	210250				
	055.8000.590000	\$ 87,909.55	Electric Service Maintenance 07/21	210250				
	055.9100.900000	\$ 764,958.19	Bond Projects	210250				
	055.9100.900000	\$ 50,570.07	Electric Service Maintenance 06/21~	210250(2)		08/12/2021	11674	\$ 2,340,027.76



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<b>VENDOR NAME AND NUMBER</b>	<b>ACCOUNT NUMBER</b>	<b>INVOICE AMOUNT</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>P.O.#</b>	<b>PAYMENT DATE</b>	<b>PAYMENT NUMBER</b>	<b>PAYMENT AMOUNT</b>
002412 - CALIFORNIA ISO	055.9200.500150	\$ 542.54	Recalculation Charges 04/21	202108103150213 814				
	055.9200.500170	\$ 152.60	Recalculation Charges 04/21	202108103150213 814				
	055.9200.500190	\$ -1,392.41	Recalculation Charges 04/21	202108103150213 814				
	055.9200.500150	\$ 407,464.26	Initial Charges 07/21	202108103150213 814				
	055.9200.500170	\$ 6,997.28	Initial Charges 07/21	202108103150213 814				
	055.9200.500190	\$ 10,714.66	Initial Charges 07/21	202108103150213 814				
	055.9200.500210	\$ 15,995.33	Initial Charges 07/21	202108103150213 814				
	055.9200.500150	\$ 8,786.37	Recalculation Charges 01/20	202108103150213 814				
	055.9200.500170	\$ -0.84	Recalculation Charges 01/20	202108103150213 814				
	055.9200.500190	\$ -25.70	Recalculation Charges 01/20	202108103150213 814				
	055.9200.500150	\$ 4,062.50	Recalculation Charges 10/20	202108103150213 814				
	055.9200.500180	\$ 2.25	Recalculation Charges 10/20	202108103150213 814				
	055.9200.500170	\$ -17,562.89	Recalculation Charges 10/20	202108103150213 814				
	055.9200.500190	\$ -493.93	Recalculation Charges 10/20	202108103150213 814				

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						08/16/2021	11675	\$ 435,242.02
006198 - JRM	055.8100.596200	\$ 74,260.00	Security Services~	5241				
	055.9000.596200	\$ 12,168.00	Security Services~	5242		08/17/2021	11676	\$ 86,428.00
003336 - BICENT (CALIFORNIA) MALBURG, L	055.9200.500150	\$ 395,822.52	Monthly Energy Related Payment	7202101				
	055.9200.500180	\$ 3,700,262.60	Monthly Capacity Payment	7202101		08/19/2021	11677	\$ 4,096,085.12
007026 - BEAR ELECTRICAL SOLUTIONS, INC	011.1043.590000	\$ 3,608.00	Traffic Signal Maintenance	13481		08/19/2021	11678	\$ 3,608.00
005506 - BEST BEST & KRIEGER, LLP	011.1024.593200	\$ 325.00	Re: General Municipal Matters	912074		08/19/2021	11679	\$ 325.00
007030 - EMPIRE TODAY, LLC	011.1049.590000	\$ 12,267.40	Carpet Installation~	3CAAM382(2)		08/19/2021	11680	\$ 12,267.40
005460 - ETC DEPOT	011.9019.860000	\$ 1,480.00	4MP HDCVI Motorized Bullet Camera~	19782277	011.0014903			
	011.9019.860000	\$ 40.00	Freight	19782277	011.0014903			
	011.9019.860000	\$ 151.70	Sales Tax 10.25	19782277		08/19/2021	11681	\$ 1,671.70

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000399 - GARVEY EQUIPMENT COMPANY	011.1046.520000	\$ 457.71	Auto Parts & Accessories~	139535	011.0014858	08/19/2021	11682	\$ 457.71
000839 - MEASUREMENT CONTROL SYSTEMS, I	056.5600.520000	\$ 1,204.50	Electrical Supplies~	222641	056.0000609	08/19/2021	11683	\$ 1,204.50
005614 - NORTHWEST ELECTRICAL SERVICES,	020.1084.900000	\$ 570.00	Technical Design Services	1804				
	020.1084.590000	\$ 3,135.00	Technical Design Services	1804				
	020.1084.900000	\$ 53,010.00	Technical Design Services	1804				
	055.8200.596200	\$ 427.50	Technical Design Services	1804		08/19/2021	11684	\$ 57,142.50
006314 - NRG POWER MARKETING, LLC	055.9200.500180	\$ 36,000.00	Capacity Charges 07/21	PCP082021209950		08/19/2021	11685	\$ 36,000.00
002517 - SO CAL PUBLIC POWER AUTHORITY	055.9200.500154	\$ 51,981.32	Desert Harvest II Project	080221		08/19/2021	11686	\$ 51,981.32
002079 - SO CAL JOINT POLE COMMITTEE	055.9100.596200	\$ 1,089.14	Operating Expense 07/21	21115		08/19/2021	11687	\$ 1,089.14

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002227 - US DEPARTMENT OF ENERGY	055.9200.500180	\$	29,212.33	Boulder Canyon Project Charges 07/21	GG1766W0721				
	055.9200.500150	\$	22,660.31	Boulder Canyon Project Charges 07/21	GG1766W0721				
							08/19/2021	11688	\$ 51,872.64
006205 - MARISSA VELEZ	011.1031.596500	\$	152.16	Training Courses~	081221		08/19/2021	11689	\$ 152.16
006120 - WESTERN ALLIED CORPORATION	011.1049.590000	\$	3,343.00	Air Conditioner Maintenance	34498				
	011.1049.590000	\$	1,132.76	Air Conditioner Maintenance	627856				
	011.1049.590000	\$	3,448.83	Air Conditioner Maintenance	628031				
							08/19/2021	11690	\$ 7,924.59
001695 - VULCAN MATERIALS CO	056.5600.520000	\$	365.18	Paving Materials~	72935045	056.0000611			
	056.5600.520000	\$	424.56	Paving Materials~	72937454	056.0000611			
	056.5600.520000	\$	300.67	Paving Materials~	72946876	056.0000611			
							08/19/2021	11691	\$ 1,090.41

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002412 - CALIFORNIA ISO	055.9200.500150	\$ 397,673.85	Initial Charges 08/21	202108173150265 345				
	055.9200.500170	\$ 226.03	Initial Charges 08/21	202108173150265 345				
	055.9200.500190	\$ 7,044.30	Initial Charges 08/21	202108173150265 345				
	055.9200.500210	\$ 11,445.37	Initial Charges 08/21	202108173150265 345				
	055.9200.500150	\$ -192.37	Recalculation Charges 05/21	202108173150265 345				
	055.9200.500190	\$ -696.95	Recalculation Charges 05/21	202108173150265 345				
	055.9200.500170	\$ 111.63	Recalculation Charges 05/21	202108173150265 345				
	055.9200.500150	\$ -48.57	Recalculation Charges 04/21	202108173150265 345				
	055.9200.500170	\$ 992.35	Recalculation Charges 04/21	202108173150265 345				
	055.9200.500190	\$ 5,960.43	Recalculation Charges 04/21	202108173150265 345				
	055.9200.500150	\$ 120,370.83	Initial Charges 07/21	202108173150265 345				
	055.9200.500170	\$ 1,456,968.06	Initial Charges 07/21	202108173150265 345				
	055.9200.500180	\$ 10,593.10	Initial Charges 07/21	202108173150265 345				
	055.9200.500190	\$ 4,705.03	Initial Charges 07/21	202108173150265 345				

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
002412 - CALIFORNIA ISO	055.9200.500210	\$ 6,009.41	Initial Charges 07/21	202108173150265				
	055.9200.500240	\$ 24,021.03	Initial Charges 07/21	345 202108173150265 345		08/24/2021	11692	\$ 2,045,183.53
002468 - DEPARTMENT OF WATER & POWER	055.9200.500170	\$ 21,870.00	Electric Energy Transactions	GA199740				
	055.9200.500260	\$ 575.00	Electric Energy Transactions	GA199740		08/25/2021	11693	\$ 22,445.00
006262 - MERCURIA ENERGY AMERICA, LLC	055.9200.500160	\$ 495,061.83	Natural Gas 07/21	3542072		08/25/2021	11694	\$ 495,061.83
002517 - SO CAL PUBLIC POWER AUTHORITY	055.9200.500180	\$ 223,511.00	Minimum Cost 08/21	PV0821				
	055.9200.500150	\$ 43,832.00	Variable Cost 07/21	PV0821				
	055.122100	\$ 10,000.00	PSF Cost 08/21	PV0821		08/25/2021	11695	\$ 277,343.00
005067 - BIOFUEL GENERATION SERVICES, L	055.9200.500162	\$ 6,191.50	Biomethane	RPS72021		08/25/2021	11696	\$ 6,191.50
002060 - CALPINE ENERGY SERVICES, LP	055.9200.500160	\$ 447,835.00	Natural Gas 07/21	76074		08/25/2021	11697	\$ 447,835.00

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005388 - CONOCOPHILLIPS COMPANY	055.9200.500160	\$ 331,675.00	Natural Gas 07/21	161960		08/25/2021	11698	\$ 331,675.00
007099 - CRC MARKETING, INC	055.9200.500160	\$ 712,480.00	Natural Gas 07/21	5006191		08/25/2021	11699	\$ 712,480.00
004116 - EDF TRADING NORTH AMERICA, LLC	055.9200.500160	\$ 184,175.00	Natural Gas 07/21	1596957		08/25/2021	11700	\$ 184,175.00
005350 - HAUL AWAY RUBBISH SERVICE CO,	011.1048.596200	\$ 102.00	Disposal & Recycling Services	17X03661		08/25/2021	11701	\$ 2,442.82
	011.1049.596200	\$ 319.00	Disposal & Recycling Services	17X03662				
	011.1049.596200	\$ 102.00	Disposal & Recycling Services	17X03666				
	011.1049.596200	\$ 1,919.82	Disposal & Recycling Services	17X03668				
006086 - MACQUARIE ENERGY, LLC	055.9200.500160	\$ 985,247.98	Natural Gas 07/21	GASI00159527		08/25/2021	11702	\$ 985,247.98
006318 - MIECO, LLC	055.9200.500160	\$ 93,400.00	Natural Gas 07/21	285858		08/25/2021	11703	\$ 93,400.00
005908 - PACIFIC SUMMIT ENERGY, LLC	055.9200.500160	\$ 546,457.50	Natural Gas 07/21	232825		08/25/2021	11704	\$ 546,457.50



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002517 - SO CAL PUBLIC POWER AUTHORITY	055.9000.596550	\$ 46,122.07	Resolution Billing	821				
	055.7200.596702	\$ 93,116.19	Resolution Billing	821				
	055.9000.596200	\$ 8,721.62	Resolution Billing	821				
	055.9000.596700	\$ 622.20	Resolution Billing	821				
	055.9200.596200	\$ 21,864.87	Resolution Billing	821				
						08/25/2021	11705	\$ 170,446.95
007109 - WESTERN WATER WORKS SUPPLY	020.1084.520000	\$ 27,552.00	Break-off Check Valves~	121345900	011.0014873			
	020.1084.520000	\$ 2,824.08	Sales Tax 10.25	121345900				
						08/25/2021	11706	\$ 30,376.08

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006865 - ALVAREZ-GLASMAN & COLVIN	011.1024.593200	\$ -9,294.44	Retainer Credit 05/21~	20210519828				
	011.1024.593200	\$ 12,616.53	Special Legal Services 05/21	20210519829				
	011.1024.593200	\$ 75.00	Litigation Services 05/21~	20210519830				
	011.1024.593200	\$ 13,925.00	Litigation Services 05/21~	20210519831				
	011.1024.593200	\$ 2,250.00	Litigation Services 05/21~	20210519832				
	011.1024.593200	\$ 2,993.00	Litigation Services 05/21~	20210519833				
	011.1024.593200	\$ 7,398.80	Litigation Services 06/21~	2021061985				
	011.1024.593200	\$ -7,610.60	Retainer Credit 06/21~	20210619850				
	011.1024.593200	\$ 329.00	Special Legal Services 06/21	20210619851				
	011.1024.593200	\$ 275.00	Litigation Services 06/21~	20210619852				
	011.1024.593200	\$ 575.00	Litigation Services 06/21~	20210619853				
	011.1024.593200	\$ 652.80	Litigation Services 06/21~	20210619854				
						08/26/2021	11707	\$ 24,185.09
001370 - CLAUDIA ARELLANO	055.9100.596500	\$ 887.36	APGA Annual Conference	080221		08/26/2021	11708	\$ 887.36
002879 - MOODY'S INVESTORS SERVICE, INC	055.9000.595200	\$ 17,000.00	Annual Monitoring Fee~	P0361086		08/26/2021	11709	\$ 17,000.00
002517 - SO CAL PUBLIC POWER AUTHORITY	055.9200.500154	\$ 63,689.07	Puente Hills Landfill Gas Project	PHL0821		08/26/2021	11710	\$ 63,689.07

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001581 - THE GAS COMPANY	055.9200.500160	\$ 41,250.00	Natural Gas 07/21	202107GS022		08/26/2021	11711	\$ 41,250.00
001581 - THE GAS COMPANY	055.9200.550022	\$ 222,744.29	Reservation & Transmission Charges~	080921		08/26/2021	11712	\$ 222,744.29
001447 - TYLER TECHNOLOGIES, INC	011.9019.860000	\$ 2,100.00	ERP System (Munis) Upgrade	45338596		08/26/2021	11713	\$ 15,900.00
	011.9019.860000	\$ 4,000.00	ERP System (Munis) Upgrade	45343815				
	011.9019.860000	\$ 1,400.00	ERP System (Munis) Upgrade	45344395				
	011.9019.860000	\$ 3,500.00	ERP System (Munis) Upgrade	45345129				
	011.9019.860000	\$ 2,100.00	ERP System (Munis) Upgrade	45345575				
	011.9019.860000	\$ 2,800.00	ERP System (Munis) Upgrade	45346918				
003975 - CNS ENGINEERS, INC	011.2043.900000	\$ 15,519.24	Consulting Services~	801760		08/26/2021	11714	\$ 32,732.18
	011.1043.900000	\$ 3,879.81	Consulting Services~	801760				
	011.2043.900000	\$ 10,666.50	Consulting Services~	801761				
	011.1043.900000	\$ 2,666.63	Consulting Services~	801761				
001917 - CENTRAL BASIN WATER ASSOCIATION	020.1084.595200	\$ 7,544.21	Title 22 Monitoring	6210005		08/27/2021	11715	\$ 7,544.21
005034 - KRONOS INCORPORATED	011.9019.590110	\$ 902.32	Hardware & Software Usage Fees	11735902		08/27/2021	11716	\$ 902.32

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003900 - RICHARDS, WATSON & GERSHON	011.1043.593200	\$ 188.10	Re: WMP Approval Petitions	229799				
	011.1043.593200	\$ 39.60	Re: WMP Approval Petitions	230094				
						08/27/2021	11717	\$ 227.70
007110 - WATERLINE TECHNOLOGIES, INC	020.1084.500140	\$ 1,561.32	Hypochlorite Solution	5547007				
						08/27/2021	11718	\$ 1,561.32
006120 - WESTERN ALLIED CORPORATION	011.1049.590000	\$ 809.05	Air Conditioner Maintenance	627995				
						08/27/2021	11719	\$ 809.05

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002412 - CALIFORNIA ISO	055.9200.500150	\$ 288.51	Recalculation Charges 05/21	202108243150405 574				
	055.9200.500170	\$ -325.42	Recalculation Charges 05/21	202108243150405 574				
	055.9200.500190	\$ -917.01	Recalculation Charges 05/21	202108243150405 574				
	055.9200.500210	\$ 15,836.41	Initial Charges 08/21	202108243150405 574				
	055.9200.500150	\$ 492,748.57	Initial Charges 08/21	202108243150405 574				
	055.9200.500190	\$ 3,490.34	Initial Charges 08/21	202108243150405 574				
	055.9200.500170	\$ -2,776.34	Initial Charges 08/21	202108243150405 574				
	055.9200.500150	\$ 37.65	Initial Charges 08/21	202108243150405 710				
						08/30/2021	11720	\$ 508,382.71
005035 - AMERICAN PUBLIC POWER ASSOC	055.9000.596550	\$ 9,224.41	DEED Program Annual Dues~	061521				
						09/01/2021	11721	\$ 9,224.41
005658 - POWER SETTLEMENTS CONSULTING &	055.9200.596200	\$ 6,483.26	Software Services Fee 09/21	VERN70				
						09/01/2021	11722	\$ 6,483.26
001658 - WATER REPLENISHMENT DISTRICT	020.272010	\$ 34,883.72	Quarterly Payment No. 5~	202105				
						09/01/2021	11723	\$ 34,883.72

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
006786 - BELL BURNETT & ASSOCIATES	055.9000.593200	\$ 20,000.00	Monthly Retainer~	1036		09/02/2021	11724	\$ 20,000.00
000447 - CDW GOVERNMENT, INC	011.9019.860000	\$ 1,158.54	Receipt Printer~	H373329	011.0014904			
	011.9019.860000	\$ 118.75	Sales Tax 10.25	H373329				
	011.9019.520010	\$ 434.32	Receipt Printer~	H402358	011.0014941			
	011.9019.520010	\$ 44.52	Sales Tax 10.25	H402358		09/02/2021	11725	\$ 1,756.13
001444 - COUNTY OF LOS ANGELES	011.1033.596200	\$ 1,260,290.06	Fire Protection Services~	C0009967				
	011.1033.596200	\$ 112,025.47	Fire Protection Services~	C0009967				
	011.1033.596200	\$ 27,517.60	Fire Protection Services~	C0009967		09/02/2021	11726	\$ 1,399,833.13
000947 - DAILY JOURNAL CORPORATION	011.1003.596300	\$ 110.00	Publication Services	B3501858		09/02/2021	11727	\$ 110.00
006899 - G2 INTEGRATED SOLUTIONS, LLC	055.9000.595200	\$ 803.25	Natural Gas Compliance Services	111957		09/02/2021	11728	\$ 803.25
006417 - DANIEL GOMEZ	020.1084.596700	\$ 60.00	Reimb. Distribution Renewal	081721		09/02/2021	11729	\$ 60.00
006750 - GRANICUS	011.9019.590110	\$ 3,000.00	Website Design & Implementation~	141725		09/02/2021	11730	\$ 3,000.00

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER		INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
004500 - ICE US OTC COMMODITY MARKETS,	055.9200.596200	\$	1,250.00	OTC Commission Adjustment	721001688095		09/02/2021	11731	\$ 1,250.00
003606 - INSIGHT PUBLIC SECTOR, INC	011.9019.520010	\$	568.75	ProjectPlan5GCC ShrdSvr ALNG SubsVL MVL	1100852896	011.0014874			
	011.9019.520010	\$	325.00	AudioConfGCC ShrdSvr ALNG SubsVL MVL	1100855620	011.0014937	09/02/2021	11732	\$ 893.75
006886 - JACOBS ENGINEERING GROUP, INC	055.9000.596200	\$	4,149.00	Env Compliance Support Services	D3404500013		09/02/2021	11733	\$ 4,149.00
005034 - KRONOS INCORPORATED	011.9019.860000	\$	360.00	Workforce Central Software	11794703				
	011.9019.590110	\$	761.58	Software Usage Fees	11800821		09/02/2021	11734	\$ 1,121.58
006422 - MARIPOSA LANDSCAPES, INC	011.1049.590000	\$	3,582.00	Landscape Maintenance 07/21	94065		09/02/2021	11735	\$ 3,582.00
006787 - PACIFIC ADVANCED CIVIL ENGINEER	020.1084.900000	\$	18,135.00	Design Services	5178		09/02/2021	11736	\$ 18,135.00
003900 - RICHARDS, WATSON & GERSHON	011.1024.593200	\$	147.06	Re: Los Angeles MS4 Permit Petition	232742		09/02/2021	11737	\$ 147.06

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000059 - SO CAL EDISON	055.9200.500170	\$ 24,669.00	Laguna Bell 08/21	7501311496				
	055.9200.500170	\$ 59,400.00	Victorville Lugo Vernon 08/21	7501311535				
	055.9200.500170	\$ 140,400.00	Mead Laguna Bell 08/21	7501311536		09/02/2021	11738	\$ 224,469.00
006975 - THE ARROYO GROUP	011.1041.595200	\$ 20,824.05	West-Side Project Specific Plan	995110		09/02/2021	11739	\$ 20,824.05
007126 - VERITONE, INC	011.9019.520010	\$ 2,400.00	Video Evidence Redaction Software~	27869		09/02/2021	11740	\$ 2,400.00
005699 - WEBCO LB, LLC	011.1043.590000	\$ 10,250.00	Street Sweeping Services 07/21	LB5891		09/02/2021	11741	\$ 10,250.00
004527 - WITTMAN ENTERPRISES, LLC	011.1033.596200	\$ 15.75	Billing Services 07/21	2107069		09/02/2021	11742	\$ 15.75
005784 - ZONES, LLC	011.9019.520010	\$ 14,981.16	008267024-NEW ~	K17495790101	011.0014942	09/02/2021	11743	\$ 14,981.16



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000209 - MERRIMAC ENERGY GROUP	011.1046.520000	\$ 7,607.49	Diesel Fuel	2213757	011.0014913			
	011.1046.520000	\$ 2.97	Fed UST - DSL	2213757	011.0014913			
	011.1046.520000	\$ 6.36	Fed Oil Spill DSL	2213757	011.0014913			
	011.1046.520000	\$ 21.26	AB32 Fee Env Dest #2 DSL	2213757	011.0014913			
	011.1046.520000	\$ 1,156.89	State Excise Diesel	2213757	011.0014913			
	011.1046.520000	\$ 13,503.09	Regular Unleaded 87 Octane fuel	2213757	011.0014913			
	011.1046.520000	\$ 4.95	FED UST GAS	2213757	011.0014913			
	011.1046.520000	\$ 7.87	State Environmental Gas	2213757	011.0014913			
	011.1046.520000	\$ 9.55	Fed Oil Spill Gas	2213757	011.0014913			
	011.1046.520000	\$ 21.77	CA Lead Prevention	2213757	011.0014913			
	011.1046.520000	\$ 34.49	AB 32 Fee Env Dest #2 Gas	2213757	011.0014913			
	011.1046.520000	\$ 2,528.43	State Excise Tax	2213757	011.0014913			
	011.1046.520000	\$ 1,889.79		2213757				
						09/02/2021	11744	\$ 26,794.91
006869 - LAURENE MASCOLA	011.1060.595200	\$ 2,400.00	Health Officer Services	V024		09/02/2021	11745	\$ 2,400.00
006975 - THE ARROYO GROUP	011.1041.595200	\$ 9,614.65	West-Side Project Specific Plan	99388				
	011.1041.595200	\$ 23,894.75	West-Side Project Specific Plan	99429				
						09/02/2021	11746	\$ 33,509.40

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	011.1049.520000	\$ 1,583.82	Landscape Rocks	032221				
	011.1049.520000	\$ 93.08	Plants for City Hall	032221				
	011.1049.520000	\$ 393.81	Ranger Pro Herbicide	032221				
	011.1023.550000	\$ 478.46	Advertisement / Promotion Supplies	032221(10)				
	011.1070.550000	\$ 119.99	Freepik Subscription	032221(10)				
	011.1023.596600	\$ 67.96	LA Times Subscription	032221(10)				
	055.8100.520000	\$ 271.22	Supplies	032221(11)				
	055.8400.520000	\$ 11.00	Supplies	032221(11)				
	055.8400.590000	\$ 234.58	Supplies	032221(11)				
	055.8000.570000	\$ 13.00	Vehicle Expense	032221(11)				
	011.1049.520000	\$ 15.15	Supplies	032221(12)				
	011.1043.520000	\$ 1,286.86	Landscape Rocks	032221(13)				
	011.1043.520000	\$ 48.49	Meals / Meeting	032221(13)				
	011.1043.520000	\$ 1,888.87	Plants for City Hall	032221(13)				
	011.1049.520000	\$ 1,705.17	Folding Chairs & Tables	032221(14)				
	011.9019.520010	\$ 175.24	Adobe Subscription	032221(15)				
	011.9019.590110	\$ 17.50	Helpdesk Software	032221(15)				
	011.9019.520010	\$ 360.00	LastPass	032221(15)				
	011.9019.520010	\$ 265.98	Office 365 Subscription	032221(15)				
	011.9019.520010	\$ 523.05	Supplies	032221(15)				
	011.9019.590110	\$ 14.32	Supplies	032221(15)				
	011.9019.520010	\$ 459.41	Supplies	032221(15)				
	011.9019.520010	\$ 31.92	VOIP App for IT	032221(15)				

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	011.9019.520010	\$ 54.99	Zoom for Remote Meetings	032221(15)				
	011.9019.520010	\$ 293.93	Zoom for Remote Meetings	032221(15)				
	011.9019.520010	\$ 52.99	Adobe Subscription	032221(15)				
	011.9019.590110	\$ 10.00	Anturis Software	032221(15)				
	011.9019.590110	\$ 9.99	Cameras For VPU & PD	032221(15)				
	011.9019.590110	\$ 38.85	Canva Software / VPU	032221(15)				
	011.9019.590110	\$ 1,420.28	Google Suite Subscription	032221(15)				
	011.9019.520010	\$ 74.25	GoToAssist Software	032221(15)				
	011.9019.520010	\$ 317.50	GoToAssist Software	032221(15)				
	011.9019.590110	\$ 506.99	Helpdesk Software	032221(15)				
	011.1049.520000	\$ 1,302.07	Supplies	032221(16)				
	011.1046.520000	\$ 1,572.99	Supplies	032221(17)				
	011.1004.596550	\$ 110.00	Membership Dues	032221(18)				
	011.1031.596500	\$ 545.50	Hotel / A. Madrigal	032221(19)				
	011.1031.596500	\$ 545.50	Hotel / N. Mannino	032221(19)				
	011.1031.570000	\$ 203.76	Supplies	032221(19)				
	011.1031.520000	\$ 1,356.83	Supplies	032221(19)				
	011.1031.596700	\$ 286.00	Training / I. Estrada	032221(19)				
	011.1031.596700	\$ 133.26	Training Materials	032221(19)				
	011.1031.540000	\$ 274.41	Uniforms	032221(19)				
	011.1070.550000	\$ 257.43	Labels For Covid-19 Stickers	032221(2)				
	011.1002.520000	\$ 99.06	Portable Chargers For Conference Room	032221(2)				
	011.1002.520000	\$ 243.15	Scale For Weight Room	032221(2)				

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<b>VENDOR NAME AND NUMBER</b>	<b>ACCOUNT NUMBER</b>	<b>INVOICE AMOUNT</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>P.O.#</b>	<b>PAYMENT DATE</b>	<b>PAYMENT NUMBER</b>	<b>PAYMENT AMOUNT</b>
005594 - US BANK CORPORATE	011.1070.550000	\$ 1,781.17	Spring Event Supplies	032221(2)				
	011.1048.520000	\$ 62.64	Air Pressure Switch	032221(20)				
	011.1048.520000	\$ 44.37	Dishwasher Door Cable Kit	032221(20)				
	011.1049.520000	\$ 1,422.70	Flower Supplies	032221(20)				
	011.1049.520000	\$ 96.25	Garage Door Opener & Remote	032221(20)				
	011.1048.520000	\$ 450.80	Supplies	032221(20)				
	055.8100.590020	\$ 209.36	Dispatch Maintenance	032221(21)				
	055.8100.596700	\$ 224.89	Dispatch Training	032221(21)				
	055.9000.520000	\$ 7.65	Postage	032221(21)				
	011.199999	\$ 142.00	Reimbursed Charge	032221(21)				
	055.8200.590000	\$ 329.65	Repairs & Maintenance	032221(21)				
	055.8100.540000	\$ 515.95	Uniforms	032221(21)				
	055.9000.540000	\$ 3,017.28	Uniforms	032221(21)				
	011.1026.596900	\$ 84.82	MLB EE Recognition Event Supplies	032221(22)				
	011.1031.570000	\$ 122.00	Vehicle Expense	032221(23)				
	011.1004.596550	\$ 130.00	Membership Dues	032221(24)				
	011.1046.520000	\$ 24.07	2008 Ford F-250 Tailgate Handle	032221(25)				
	011.1046.520000	\$ 59.44	Milwaukee 10 In Saw Chain	032221(25)				
	011.1046.520000	\$ 66.05	Milwaukee 16 In Saw Chain	032221(25)				
	011.1047.520000	\$ 755.39	Supplies	032221(26)				
	011.1031.596700	\$ 199.00	Training	032221(27)				
	011.1049.520000	\$ 1,240.31	6ft Rectangular Table	032221(28)				
	011.1043.520000	\$ 1,584.37	Vinyl Sticker Signs	032221(28)				

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	011.1043.520000	\$ 664.20	Water Bottle Purchase	032221(28)				
	011.1004.596550	\$ 110.00	Membership Dues	032221(29)				
	011.1004.596550	\$ 75.00	Membership Dues / J. Lau	032221(29)				
	011.1026.596900	\$ 116.27	Employee Recognition Program	032221(3)				
	011.5031.560000	\$ 66.69	Cable Service	032221(30)				
	011.1031.596600	\$ 124.95	Code Books	032221(30)				
	055.8200.500230	\$ 439.46	SCAQMD Fees	032221(31)				
	011.1026.596200	\$ 2.04	DL Record Request Fee	032221(32)				
	011.1060.520000	\$ 690.00	Hardware Supplies	032221(33)				
	011.1060.520000	\$ 475.01	Meals / Vaccine Team	032221(33)				
	011.1060.520000	\$ 1,042.01	Supplies	032221(33)				
	020.1084.900000	\$ 653.59	Supplies	032221(34)				
	055.9000.596700	\$ 198.00	Gas Supply & Marketing	032221(4)				
	055.9000.596550	\$ 81.99	Cable Service	032221(5)				
	011.1031.520000	\$ 39.65	First Aid Supplies	032221(6)				
	011.1001.596500	\$ 225.98	Meals / Meeting	032221(7)				
	011.1002.570000	\$ 100.00	Vehicle Expense	032221(7)				
	056.5600.520000	\$ 27.29	Supplies	032221(8)				
	011.1040.596550	\$ 180.00	Professional License Renewal	032221(9)				
						06/03/2021	11747	\$ 37,650.90

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005594 - US BANK CORPORATE	011.1043.520000	\$ 3,959.57	Supplies	042221				
	056.5600.596700	\$ 613.41	Meals / Training	042221(10)				
	056.5600.520000	\$ 589.21	Supplies	042221(10)				
	011.1040.520000	\$ 136.85	Supplies	042221(11)				
	011.1023.550000	\$ 2,900.00	Advertisement / Promotion	042221(12)				
	011.1023.596600	\$ 129.95	LA Business Journal Subscription	042221(12)				
	011.1023.596600	\$ 67.61	LA Times Subscription	042221(12)				
	055.8400.520000	\$ 11.00	Supplies	042221(13)				
	011.1049.520000	\$ 594.00	DOT Physicals	042221(14)				
	011.1048.520000	\$ 69.30	Supplies	042221(14)				
	011.1049.520000	\$ 1,567.77	Supplies	042221(14)				
	011.1043.520000	\$ 3,728.95	Supplies	042221(15)				
	011.9019.520010	\$ 1,294.73	Supplies	042221(16)				
	011.9019.520010	\$ 439.90	Supplies	042221(16)				
	011.9019.520010	\$ 474.64	Supplies	042221(16)				
	011.9019.590110	\$ 33.06	Supplies	042221(16)				
	011.9019.520010	\$ 29.98	Adobe Subscription	042221(16)				
	011.9019.520010	\$ 9.99	Helpdesk Software	042221(16)				
	011.9019.520010	\$ 466.75	GoToAssist Software	042221(16)				
	011.9019.520010	\$ 9.99	Arlo Camera Subscription	042221(16)				
	011.9019.520010	\$ 239.90	Zoom for City Council Meetings	042221(16)				
	011.9019.520010	\$ 69.98	Zoom for City Council Meetings	042221(16)				
	011.9019.520010	\$ 1,412.90	Google Suite Subscription	042221(16)				

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005594 - US BANK CORPORATE	011.9019.520010	\$ 26.93	Software	042221(16)				
	011.9019.520010	\$ 0.99	Software	042221(16)				
	011.9019.520010	\$ 497.00	Software	042221(16)				
	011.9019.520010	\$ 215.88	GoDaddy Upgrade	042221(16)				
	011.9019.520010	\$ 14.00	GoToMeeting Account	042221(16)				
	011.9019.520010	\$ 482.84	IP Phones	042221(16)				
	011.9019.520010	\$ 14.32	Prime Subscription	042221(16)				
	011.9019.520010	\$ 18.00	ScreenCast Software	042221(16)				
	011.9019.520010	\$ 31.16	GoDaddy Renewal	042221(16)				
	011.9019.520010	\$ 6,058.25	Generator for Health Event	042221(16)				
	011.1024.510000	\$ 71.77	Meals / Meeting	042221(17)				
	011.1060.520000	\$ 95.97	Supplies	042221(18)				
	011.1060.520000	\$ 1,000.00	Van Wrapping	042221(18)				
	011.1048.520000	\$ 485.11	Supplies	042221(19)				
	011.1002.596500	\$ 115.43	Meals / Meeting	042221(2)				
	011.1002.520000	\$ 163.12	Supplies	042221(2)				
	011.1002.520000	\$ 81.72	Training Supplies	042221(2)				
	011.1046.520000	\$ 318.47	Auto Parts	042221(20)				
	011.1004.596550	\$ 262.00	Membership Dues	042221(21)				
	011.1004.596600	\$ 252.80	Membership Dues	042221(21)				
	011.1031.596500	\$ 875.22	Hotel / G. Martinez	042221(22)				
	011.1031.596700	\$ 65.00	Training / P. Swinford	042221(22)				
	011.1031.596500	\$ 963.70	Training / R. Sousa	042221(22)				

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005594 - US BANK CORPORATE	011.1031.596700	\$ 150.15	Training Supplies	042221(22)				
	011.1031.596500	\$ 556.80	Travel / B. Gray	042221(22)				
	011.1031.540000	\$ 3.31	Uniforms	042221(22)				
	011.1031.540000	\$ 382.35	Police Badges	042221(22)				
	011.1031.596700	\$ 297.00	Police Records	042221(22)				
	011.1031.520000	\$ 53.80	Supplies	042221(22)				
	011.1031.570000	\$ 84.06	Supplies	042221(22)				
	011.1031.596500	\$ 941.00	Training / B. Gray	042221(22)				
	011.1031.596500	\$ 736.20	Training / G. Herrera	042221(22)				
	011.1031.596700	\$ 695.00	Training / J. Cross	042221(22)				
	011.1031.596700	\$ 695.00	Training / N. Perez	042221(22)				
	011.1049.520000	\$ 48.40	Supplies	042221(23)				
	055.9000.550000	\$ 331.00	Advertisement / Promotion	042221(24)				
	055.8100.540000	\$ 2,072.46	Uniforms	042221(24)				
	011.1003.596300	\$ 148.51	Meals / Canvassing Board	042221(25)				
	011.1003.596300	\$ 54.57	Meals / Municipal Election	042221(25)				
	011.1003.520000	\$ 426.78	Supplies	042221(25)				
	011.1026.596905	\$ 120.00	Meals / Meeting	042221(26)				
	011.1031.570000	\$ 104.53	Vehicle Expense	042221(27)				
	011.1026.596900	\$ 1,555.50	Employee Recognition Program	042221(28)				
	020.1084.520000	\$ 1,899.83	Supplies	042221(29)				
	011.1026.596900	\$ 645.64	Employee Recognition Program	042221(3)				
	011.1026.520000	\$ 58.43	Supplies	042221(3)				



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005594 - US BANK CORPORATE	011.1046.520000	\$ 1,888.86	Supplies	042221(30)				
	011.1047.520000	\$ 3,948.78	Supplies	042221(31)				
	011.1031.570000	\$ 90.03	Vehicle Expense	042221(32)				
	011.1049.520000	\$ 283.09	Supplies	042221(33)				
	011.1043.520000	\$ 664.20	Water Bottle Purchase	042221(33)				
	011.5031.560000	\$ 66.69	Cable Service	042221(34)				
	011.1031.520000	\$ 30.70	Supplies	042221(34)				
	055.8100.520000	\$ 1,295.44	Supplies	042221(35)				
	055.9000.596200	\$ 1,770.00	Training / Staff	042221(35)				
	011.1026.596200	\$ 52.00	Fingerprinting / Live Scan	042221(36)				
	011.1060.596600	\$ 137.06	Supplies	042221(37)				
	011.1060.520000	\$ 244.33	Supplies	042221(37)				
	011.1046.520000	\$ 125.76	Supplies	042221(38)				
	020.1084.520000	\$ 2,677.28	Supplies	042221(39)				
	020.1084.595200	\$ 297.00	EMLS Testing	042221(4)				
	055.9000.596550	\$ 81.99	Cable Service	042221(5)				
	055.9200.596200	\$ 200.00	OATI Tagging	042221(5)				
	011.1031.540000	\$ 506.05	Uniforms	042221(6)				
	020.1084.520000	\$ 179.16	Supplies	042221(7)				
	011.1002.570000	\$ 62.14	Vehicle Expense	042221(8)				
	011.1040.520000	\$ 17.64	Rocketbook Mini	042221(9)				
	011.1041.520000	\$ 52.92	Rocketbook Mini	042221(9)				
	011.1046.520000	\$ 35.28	Rocketbook Mini	042221(9)				

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	011.1049.520000	\$ 17.64	Rocketbook Mini	042221(9)		06/03/2021	11748	\$ 57,743.48

**CITY OF VERNON  
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**ELECTRONIC**

<b>VENDOR NAME AND NUMBER</b>	<b>ACCOUNT NUMBER</b>	<b>INVOICE AMOUNT</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>P.O.#</b>	<b>PAYMENT DATE</b>	<b>PAYMENT NUMBER</b>	<b>PAYMENT AMOUNT</b>
005594 - US BANK CORPORATE	011.1043.520000	\$ 105.16	Supplies	052421				
	055.8400.520000	\$ 9.92	Logo Fees	052421(10)				
	055.8400.520000	\$ 33.00	Trophy / Awards	052421(10)				
	011.1048.520000	\$ 30.84	Supplies	052421(11)				
	011.1043.520000	\$ 242.12	Supplies	052421(12)				
	011.9019.590110	\$ 140.00	2nd Zoom Account	052421(13)				
	011.9019.590110	\$ 466.75	GoToAssist Software	052421(13)				
	011.9019.590110	\$ 14.00	GoToMeeting Subscription	052421(13)				
	011.9019.590110	\$ 532.00	Helpdesk Software	052421(13)				
	011.9019.590110	\$ 531.96	Office 365 Subscription	052421(13)				
	011.9019.590110	\$ 9.99	PM Ticket Creation Software	052421(13)				
	011.9019.520010	\$ 104.31	Security Book	052421(13)				
	011.9019.590110	\$ 26.93	Software for VPU	052421(13)				
	011.9019.520010	\$ 130.08	Supplies	052421(13)				
	011.9019.520010	\$ 111.23	Toner Supplies	052421(13)				
	011.9019.520010	\$ 59.52	TV Bracket	052421(13)				
	011.9019.520010	\$ 69.99	ADFS.covpd.org Renewal	052421(13)				
	011.9019.590110	\$ 10.98	VOIP App for IT	052421(13)				
	011.9019.590110	\$ 20.00	Zendesk Helpdesk Software	052421(13)				
	011.9019.590110	\$ 325.36	Zoom for City Council Meetings	052421(13)				
	011.9019.590110	\$ 443.47	Adobe Subscription	052421(13)				
	011.9019.520010	\$ 14.32	Amazon Prime Membership	052421(13)				
	011.9019.590110	\$ 9.99	Arlo Camera Subscription	052421(13)				

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**ELECTRONIC**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	011.9019.520010	\$ 33.60	Audio Supplies	052421(13)				
	011.9019.590110	\$ 0.99	Bria VOIP App	052421(13)				
	011.9019.520010	\$ 198.00	Editing Software	052421(13)				
	011.9019.590110	\$ 1,392.00	Google Suite Subscription	052421(13)				
	011.1024.510000	\$ 265.31	Meals / Meeting	052421(14)				
	011.1060.520000	\$ 228.30	Supplies	052421(15)				
	011.1070.797000	\$ 3,493.00	Wrap for Van	052421(15)				
	011.1048.520000	\$ 2,207.52	Handrails	052421(16)				
	011.1049.520000	\$ 76.40	Supplies	052421(16)				
	011.1046.520000	\$ 2,156.59	Supplies	052421(17)				
	011.1004.520000	\$ 5.49	Filing Fee	052421(18)				
	011.1031.596700	\$ 225.00	Dispatch Training / Diaz	052421(19)				
	011.1031.596700	\$ 219.00	Training / G. Garcia	052421(19)				
	011.1031.596700	\$ 89.57	Training / O. Zozaya	052421(19)				
	011.1031.596700	\$ 219.00	Training / Z. Vazquez	052421(19)				
	011.1031.596700	\$ 525.00	Training/ Z. Vazquez	052421(19)				
	011.1031.596700	\$ 219.00	Training/A. Huynh	052421(19)				
	011.1031.596700	\$ 89.57	Training/E. Hernandez	052421(19)				
	011.1031.520000	\$ 25.00	First Aid Supplies	052421(19)				
	011.1031.596500	\$ 588.96	Hotel / G. Herrera	052421(19)				
	011.1031.596500	\$ 650.67	Hotel / R. Sousa	052421(19)				
	011.1031.540000	\$ 99.20	Polos / Records	052421(19)				
	011.1031.596700	\$ 250.00	Public Records /N. Perez	052421(19)				

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**ELECTRONIC**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	011.1031.520000	\$ 1,516.39	Supplies	052421(19)				
	011.1031.540000	\$ 1,328.29	Supplies	052421(19)				
	011.1031.596700	\$ 139.00	Training / D. Aggers	052421(19)				
	011.1001.520000	\$ 25.19	Badge for Council Member	052421(2)				
	011.1070.550000	\$ 1,377.44	Community Event Supplies	052421(2)				
	011.1070.550000	\$ 500.00	Meals / Community Event Deposit	052421(2)				
	011.9019.590110	\$ 502.60	Phone Repair	052421(2)				
	011.1049.520000	\$ 567.67	Sink	052421(20)				
	011.1049.520000	\$ 1,263.12	Supplies	052421(20)				
	011.1048.520000	\$ 89.40	Water Filter Replacement	052421(20)				
	055.9000.596600	\$ 281.48	Supplies	052421(21)				
	055.8000.596700	\$ 199.50	Training	052421(21)				
	020.1084.596700	\$ 150.00	Training/J. Torres	052421(21)				
	011.1026.550000	\$ 495.00	Job Posting	052421(22)				
	011.1031.570000	\$ 170.47	Vehicle Expense	052421(23)				
	011.1004.520000	\$ 39.20	Supplies	052421(24)				
	011.1026.596900	\$ 29.00	Logo Setup Fee	052421(25)				
	011.1026.596900	\$ 2,317.71	Supplies/Lunch Cooler	052421(25)				
	020.1084.520000	\$ 627.44	Supplies	052421(26)				
	011.1046.520000	\$ 871.26	Supplies	052421(27)				
	011.1047.520000	\$ 2,375.24	Supplies	052421(28)				
	011.1031.596550	\$ 145.00	Membership Renewal / R. Sousa	052421(29)				
	011.199999	\$ 1,458.10	Fraudulent Charge	052421(3)				

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**ELECTRONIC**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	011.1048.520000	\$ 511.92	Water Bottle Purchase	052421(30)				
	011.5031.560000	\$ 66.69	Cable Service	052421(31)				
	011.1031.520000	\$ 130.08	Supplies	052421(31)				
	055.8400.520000	\$ 26.42	Supplies	052421(32)				
	055.9000.520000	\$ 126.46	Supplies	052421(32)				
	011.1026.596200	\$ 215.48	Flowers	052421(33)				
	011.1026.550000	\$ 1,285.00	Job Posting	052421(33)				
	011.1060.520000	\$ 54.82	Meals / E-Waste Event	052421(34)				
	011.1060.596550	\$ 596.00	Membership Dues	052421(34)				
	011.1046.520000	\$ 17.97	Supplies	052421(35)				
	020.1084.520000	\$ 883.18	Supplies	052421(36)				
	055.9000.596550	\$ 163.98	Cable Service	052421(4)				
	055.9000.596700	\$ 397.95	Flowers	052421(4)				
	055.9000.596700	\$ 7.71	Supplies	052421(4)				
	011.1031.520050	\$ 120.69	Meals / Community Outreach	052421(5)				
	011.1031.596700	\$ 481.00	Training / Ourique	052421(5)				
	011.1031.540000	\$ 449.43	Uniforms	052421(5)				
	011.1002.596500	\$ 35.00	Wi-Fi Access	052421(6)				
	011.1043.520000	\$ 935.16	Convex Traffic Mirrors	052421(7)				
	011.1041.520000	\$ 33.05	Supplies	052421(7)				
	011.1043.520000	\$ 130.07	Supplies	052421(7)				
	011.1040.596600	\$ 119.88	Adobe Subscription	052421(8)				
	011.1023.596600	\$ 67.96	LA Times Subscription	052421(9)				

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	011.1002.596550	\$ 276.00	Membership Dues	052421(9)				
	011.1002.520000	\$ 68.62	Supplies	052421(9)				
						07/29/2021	11749	\$ 40,368.11

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**ELECTRONIC**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	011.1043.520000	\$ 119.41	Meals / Meeting	062221				
	011.1043.520000	\$ 18.72	Supplies	062221				
	011.1043.520000	\$ 93.50	Meals	062221(10)				
	011.1043.520000	\$ 2,255.70	Plants for City Hall	062221(10)				
	011.1043.520000	\$ 1,537.65	Supplies	062221(10)				
	011.1049.520000	\$ 424.60	Supplies	062221(11)				
	011.9019.590110	\$ 211.24	Adobe Subscription	062221(12)				
	011.9019.590110	\$ 495.00	SAP Crystal Reports Software	062221(12)				
	011.9019.520010	\$ 26.93	Software for VPU	062221(12)				
	011.9019.520010	\$ 891.21	Supplies	062221(12)				
	011.9019.590110	\$ 1,961.49	Supplies	062221(12)				
	011.9019.590110	\$ 524.50	Zendesk Helpdesk Software	062221(12)				
	011.9019.590110	\$ 69.98	Zoom for City Council Meetings	062221(12)				
	011.9019.590110	\$ 259.89	Zoom for Remote Meetings	062221(12)				
	011.9019.520010	\$ 14.32	Amazon Prime Membership	062221(12)				
	011.9019.520010	\$ 9.99	Arlo Camera Subscription	062221(12)				
	011.9019.590110	\$ 1,394.70	Google Suite Subscription	062221(12)				
	011.9019.590110	\$ 480.75	GoToAssist Software	062221(12)				
	011.9019.520010	\$ 76.00	Office 365 Subscription	062221(12)				
	011.9019.590110	\$ 170.00	Office 365 Subscription	062221(12)				
	011.9019.590110	\$ 19.98	Office 365 Subscription	062221(12)				
	011.9019.590110	\$ 9.99	PM Ticket Creation Software	062221(12)				
	011.1060.596550	\$ 1,294.94	Membership Fees	062221(13)				



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**ELECTRONIC**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	011.1049.520000	\$ 618.46	Faucet	062221(14)				
	011.1049.520000	\$ 3,167.65	Supplies	062221(14)				
	011.1046.520000	\$ 936.15	Auto Parts	062221(15)				
	011.1031.540000	\$ 85.83	Badge Repair	062221(16)				
	011.1031.596700	\$ 75.00	Training / A. Encinas	062221(16)				
	011.1031.596700	\$ 75.00	Training / C. Ourique	062221(16)				
	011.1031.596500	\$ 588.96	Training / G. Herrera	062221(16)				
	011.1031.596700	\$ 75.00	Training / M. Velez	062221(16)				
	011.1031.596700	\$ 1,125.00	Training Registration / Staff	062221(16)				
	011.1031.540000	\$ 26.46	Uniforms	062221(16)				
	011.1031.596500	\$ 545.50	Dui Seminar / T. Flores	062221(16)				
	011.1031.596500	\$ 661.20	DUI Training / A. Arana	062221(16)				
	011.1031.596500	\$ 661.20	DUI Training / C. Saldana	062221(16)				
	011.1031.596200	\$ 62.00	Live Scan / Cedeno	062221(16)				
	011.1031.520000	\$ 575.74	Supplies	062221(16)				
	011.1031.540000	\$ 572.11	Supplies	062221(16)				
	011.1031.520000	\$ 1,239.13	Supplies	062221(16)				
	011.1031.596700	\$ 30.90	Training	062221(16)				
	011.1049.520000	\$ 1,752.18	Supplies	062221(17)				
	055.9000.596700	\$ 309.00	Training	062221(18)				
	011.1003.596300	\$ 147.69	Meals / Canvassing Board	062221(19)				
	011.1003.520000	\$ 1,338.62	Supplies	062221(19)				
	011.1070.550000	\$ 75.13	Community Event Supplies	062221(2)				

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	011.1001.520000	\$ 234.33	Council Member Shirts	062221(2)				
	011.1026.550000	\$ 994.00	Job Posting	062221(20)				
	011.1046.520000	\$ 1,750.22	Supplies	062221(21)				
	011.1031.570000	\$ 59.29	Vehicle Expense	062221(22)				
	011.1004.596600	\$ 362.20	Books & Publications	062221(23)				
	011.1004.596550	\$ 150.00	Membership Renewal / J. Lau	062221(23)				
	011.5031.560000	\$ 66.69	Cable Service	062221(24)				
	011.1031.520000	\$ 101.82	Supplies	062221(24)				
	020.1084.550000	\$ 287.12	Supplies	062221(25)				
	020.1084.596700	\$ 140.48	Supplies	062221(25)				
	055.9000.520000	\$ 573.91	Supplies	062221(25)				
	020.1084.900000	\$ 120.83	Supplies	062221(25)				
	011.1026.550000	\$ 400.00	Job Posting	062221(26)				
	011.1060.520000	\$ -7.66	Credit	062221(27)				
	011.1060.596700	\$ 90.00	ICC Exam Fee / M. Nano	062221(27)				
	011.1060.596700	\$ 90.00	ICC Exam Fee / T. Do	062221(27)				
	011.1060.520000	\$ 107.91	Supplies	062221(27)				
	011.1046.520000	\$ 165.31	Supplies	062221(28)				
	011.1024.596700	\$ 30.00	Registration / Z. Moussa	062221(29)				
	011.1026.550000	\$ 50.00	Job Posting	062221(3)				
	011.199999	\$ -1,458.10	Credit for Fraudulent Charge	062221(3)				
	011.1031.596500	\$ 545.50	DUI Seminar / C. Maciel	062221(4)				
	011.1031.520000	\$ 8,538.46	Supplies	062221(4)				

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	011.1041.520000	\$ 229.47	Supplies	062221(5)				
	011.1049.520000	\$ 5,000.00	Trees for City Hall	062221(6)				
	011.1049.520000	\$ 2,685.38	Water Tank Service for Vaccination	062221(6)				
	011.1002.520000	\$ 41.28	Community Event Supplies	062221(7)				
	011.1070.550000	\$ 433.03	Community Event Supplies	062221(7)				
	011.1023.596600	\$ 135.57	LA Times Subscription	062221(7)				
	011.1001.520000	\$ 37.88	Supplies	062221(7)				
	020.1084.596700	\$ 229.00	Training / R. Castellanos	062221(8)				
	020.1084.596700	\$ 229.00	Training / B. Linnert	062221(8)				
	020.1084.596700	\$ 229.00	Training / D. Gomez	062221(8)				
	020.1084.596700	\$ 229.00	Training / G. Aldrete	062221(8)				
	020.1084.596700	\$ 229.00	Training / J. Alvarado	062221(8)				
	020.1084.596700	\$ 229.00	Training / J. Fraga	062221(8)				
	020.1084.596700	\$ 229.00	Training / J. Gonzalez	062221(8)				
	056.5600.596700	\$ 229.00	Training / R. Zepeda	062221(8)				
	020.1084.596700	\$ 229.00	Training / W. Wall	062221(8)				
	011.1048.520000	\$ 87.35	Supplies	062221(9)				
	011.1049.520000	\$ 248.11	Supplies	062221(9)				
						07/29/2021	11750	\$ 51,455.78

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000249 - FEDEX	011.1003.520000	\$ 66.54	Period: 06/21	742289586				
	011.1026.520000	\$ 34.82	Period: 06/21	742289586				
	011.1003.520000	\$ 28.00	Period: 07/21	743104079				
	055.9000.520000	\$ 49.10	Period: 07/21	743792759				
	055.9000.520000	\$ 107.06	Period: 07/21	744501041				
	011.1024.510000	\$ 133.40	Period: 07/21	745206516				
						08/05/2021	11751 \$	418.92
002190 - OFFICE DEPOT	055.7100.520000	\$ 1,366.07	Supplies	174952510001				
	056.5600.520000	\$ 49.38	Supplies	176356396001				
	056.5600.520000	\$ 316.04	Supplies	176361443001				
	020.1084.520000	\$ 295.48	Supplies	176379316001				
	020.1084.520000	\$ 42.16	Supplies	176399612001				
	055.8000.520000	\$ 101.64	Supplies	177662277001				
	055.9000.520000	\$ 15.05	Supplies	177662282001				
	011.1060.520000	\$ 32.51	Supplies	182856142001				
	011.1031.520000	\$ 37.47	Supplies	183902550001				
						08/04/2021	11752 \$	2,255.80

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002190 - OFFICE DEPOT	055.8100.520000	\$ 105.23	Supplies	163306974001				
	055.9000.520000	\$ 173.20	Supplies	163306974001				
	055.9100.520000	\$ 146.00	Supplies	163306974001				
	055.8000.520000	\$ 13.67	Supplies	164859621001				
	055.8100.520000	\$ 26.54	Supplies	164859621001				
	055.9000.520000	\$ 136.78	Supplies	164859621001				
	056.5600.520000	\$ 2.00	Supplies	164859621001				
	055.7100.520000	\$ 19.46	Supplies	165143339001				
	055.7100.520000	\$ 20.05	Supplies	165143501001				
	055.9000.520000	\$ 20.06	Supplies	165143501001				
	055.8000.520000	\$ 51.86	Supplies	170008214001				
	055.9000.520000	\$ 26.92	Supplies	170008319001				
						08/04/2021	11753	\$ 741.77
000059 - SO CAL EDISON	055.9200.560010	\$ 652.66	Period: 06/21	070221		08/04/2021	11754	\$ 652.66
001581 - THE GAS COMPANY	011.1033.560000	\$ 17.28	Period: 06/10/21 - 07/09/21	071321				
	056.5600.560000	\$ 24.75	Period: 06/10/21 - 07/12/21	071421				
	011.1049.560000	\$ 1,038.53	Period: 06/10/21 - 07/12/21	071421(2)				
						08/04/2021	11755	\$ 1,080.56

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**ELECTRONIC**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
001617 - UPS	011.1041.520000	\$ 89.36	Period: 06/21	933312261(2)				
	011.1041.520000	\$ 35.00	Period: 07/21	933312271(2)				
	011.1041.520000	\$ 49.15	Period: 07/21	933312281(2)				
	011.9019.520010	\$ 31.38	Period: 07/21	933312291(2)				
	011.1041.520000	\$ 82.83	Period: 07/21	933312291(2)				
						08/05/2021	11756	\$ 287.72
001552 - HOME DEPOT CREDIT SERVICES	011.1049.520000	\$ 5,906.70	Small Tools & Plumbing Hardware~	063021_MULTIPLE	011.0014456			
						08/04/2021	11757	\$ 5,906.70
000059 - SO CAL EDISON	011.1049.560000	\$ 449.26	Period: 06/21	070221(2)				
	011.1049.560000	\$ 57.01	Period: 07/21	072921				
						08/12/2021	11758	\$ 506.27
001581 - THE GAS COMPANY	011.1049.560000	\$ 781.64	Period: 06/21	071421(3)				
						08/12/2021	11759	\$ 781.64
007014 - LA WATER QUALITY CONTROL BOARD	011.1043.900000	\$ 57,268.00	Rehab of Atlantic Blvd Bridge over LA	080521				
						08/13/2021	11760	\$ 57,268.00

**CITY OF VERNON  
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**ELECTRONIC**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
002190 - OFFICE DEPOT	011.1024.520000	\$ 70.54	Supplies	174919477001				
	056.5600.520000	\$ 108.59	Supplies	176361446001				
	055.7100.520000	\$ 142.11	Supplies	177590824001				
	055.8000.520000	\$ 92.76	Supplies	177590824001				
	055.9000.520000	\$ 208.84	Supplies	177590824001				
	055.9100.520000	\$ 32.47	Supplies	177590824001				
	055.9200.520000	\$ 56.90	Supplies	177590824001				
	055.8100.520000	\$ 44.74	Supplies	177662276001				
	055.9200.520000	\$ 13.22	Supplies	177662280001				
	011.9019.520000	\$ 46.46	Supplies	179020304001				
	011.1002.520000	\$ 70.49	Supplies	179020304001				
	011.9019.520000	\$ 22.37	Supplies	179042293001				
	011.1031.520000	\$ 140.14	Supplies	183456852001				
						08/25/2021	11761	\$ 1,049.63
001552 - HOME DEPOT CREDIT SERVICES	055.8000.520000	\$ 27.46	Small Tools, Plumbing, & Hardware	061621_MULTIPLE	055.0002809			
	055.8100.520000	\$ 4.38	Small Tools, Plumbing, & Hardware	061621_MULTIPLE	055.0002809			
	055.8400.590000	\$ 1,071.54	Small Tools, Plumbing, & Hardware	061621_MULTIPLE	055.0002809			
	056.5600.520000	\$ 1,405.49	Building Supplies ~	062921_MULTIPLE	056.0000617			
	020.1084.520000	\$ 199.76	Building Materials & Hardware~	371411	011.0014441			
						08/30/2021	11762	\$ 2,708.63

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**ELECTRONIC**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
000059 - SO CAL EDISON	011.1049.560000	\$ 449.26	Period: 07/21	080321		08/27/2021	11763	\$ 449.26
001581 - THE GAS COMPANY	011.1049.560000	\$ 35.95	Period: 07/09/21 - 08/09/21	081121				
	011.1049.560000	\$ 988.49	Period: 07/12/21 - 08/10/21	081221				
	011.1049.560000	\$ 637.57	Period: 07/12/21 - 08/10/21	081221(2)		08/30/2021	11764	\$ 1,662.01
<b>TOTAL ELECTRONIC</b>								<b>\$ 19,695,271.53</b>



**CITY OF VERNON  
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**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
005544 - 3SI SECURITY SYSTEMS	011.1031.596200	\$ 665.00	Tracking Service Renewal	INV907396		08/03/2021	607768	\$ 665.00
006308 - ANAYA SERVICE CENTER	011.1046.520000	\$ 285.90	YF218 Evaporator Core	34827	011.0014881			
	011.1046.520000	\$ 118.95	8L8Z19805C Blower Motor	34827	011.0014881			
	011.1046.520000	\$ 45.90	134A Freon 134	34827	011.0014881			
	011.1046.590000	\$ 640.00	Labor to remove dash and replace	34827	011.0014881			
	011.1046.520000	\$ 46.20	Sales Tax 10.25	34827		08/03/2021	607769	\$ 1,136.95
006054 - BEARCOM	011.1031.590000	\$ 1,047.35	SC Service Agreement	5221926		08/03/2021	607770	\$ 1,047.35

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**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
005366 - BLACK & WHITE EMERGENCY VEHICL	055.8100.570000	\$ 150.00	Booth Table Leg w/ Flush Mount 27"~	4068	055.0002908			
	055.8100.570000	\$ 250.00	Custom Made Table Top 7' x 2'	4068	055.0002908			
	055.8100.570000	\$ 144.99	24" Insignia Smart TV 720p, Fire TV~	4068	055.0002908			
	055.8100.570000	\$ 167.99	32" Insignia Smart TV w/ Fire TV~	4068	055.0002908			
	055.8100.570000	\$ 65.98	TV Wall Mount	4068	055.0002908			
	055.8100.570000	\$ 30.36	AC Outlets & Cover for TV & Laptops	4068	055.0002908			
	055.8100.570000	\$ 75.00	Romex 14/3 Electrical Wire 50'	4068	055.0002908			
	055.8100.570000	\$ 264.70	Rubber-Cal Diamond Plate Rubber	4068	055.0002908			
	055.8100.570000	\$ 30.95	Henry Flooring Adhesive	4068	055.0002908			
	055.8100.570000	\$ 175.25	Antenna Plus AP-Multimax	4068	055.0002908			
	055.8100.570000	\$ 155.70	Winegard RZ-6000 Rayzar ZL RV TV	4068	055.0002908			
	055.8100.570000	\$ 18.95	Gang Wall Plate for TV Connection	4068	055.0002908			
	055.8100.570000	\$ 100.00	Wire, Terminals, Tie-Wraps, & Hardware	4068	055.0002908			
	055.8100.570000	\$ 3,200.00	Installation of TV's, antennas, tables,	4068	055.0002908			
	055.8100.570000	\$ 167.06	Sales Tax 10.25	4068				
						08/03/2021	607771	\$ 4,996.93
000439 - BNSF RAILWAY COMPANY	020.1084.596200	\$ 50.00	Lease Payment~	21004690		08/03/2021	607772	\$ 50.00
000778 - CALIFORNIA WATER SERVICE CO	011.1043.560000	\$ 51.76	Period: 06/17/21 - 7/19/21	072021		08/03/2021	607773	\$ 51.76

**CITY OF VERNON  
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**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER		INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
001229 - CITY OF LOS ANGELES TREASURER	011.1043.590000	\$	1,925.70	Traffic Signal Maintenance~	MA210000014				
	011.1043.590000	\$	1,925.70	Traffic Signal Maintenance~	MA210000045		08/03/2021	607775	\$ 3,851.40
003088 - CLINICAL LAB OF SAN BERNARDINO	020.1084.500140	\$	1,023.00	Water Quality Testing & Reporting	2100493VER01				
	020.1084.500140	\$	768.00	Water Quality Testing & Reporting	2100618VER01		08/03/2021	607776	\$ 1,791.00
000331 - COMMERCIAL DOOR OF LOS ANGELES	011.1048.590000	\$	3,585.00	Removed & Replaced Wheels	19598		08/03/2021	607777	\$ 3,585.00
000310 - CRAIG WELDING SUPPLY, CO	055.8400.590000	\$	25.00	Refill Cylinders~	641004	055.0002807			
	055.8400.590000	\$	53.98	Refill Cylinders~	641029	055.0002807	08/03/2021	607778	\$ 78.98
006191 - DATA TICKET, INC	011.1031.594200	\$	371.94	Parking Citation Processing Services	126914		08/03/2021	607779	\$ 371.94
004397 - DO IT AMERICAN MFG CO, LLC	056.5600.520000	\$	1,511.84	Guard Post~	12329	056.0000620			
	056.5600.520000	\$	143.63	Sales Tax 9.5%	12329		08/03/2021	607780	\$ 1,655.47

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**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
005489 - DUNGAREES, LLC	055.8100.540000	\$ 311.94	100234 Flame-Resistant Force® Short	3357569	055.0002885			
	055.8100.540000	\$ 119.98	100234 Flame-Resistant Force® Short	3357569	055.0002885			
	055.8100.540000	\$ 623.88	100234 Flame-Resistant Force® Short	3357569	055.0002885			
	055.8100.540000	\$ 363.93	100234 Flame-Resistant Force® Short	3357569	055.0002885			
	055.8100.540000	\$ 59.99	100234 Flame-Resistant Force® Short	3357569	055.0002885			
	055.8100.540000	\$ 207.96	100234 Flame-Resistant Force® Short	3357569	055.0002885			
	055.8100.540000	\$ 391.93	100235 Flame-Resistant Force® Long	3357569	055.0002885			
	055.8100.540000	\$ 63.99	100235 Flame-Resistant Force® Long	3357569	055.0002885			
	055.8100.540000	\$ 111.98	100235 Flame-Resistant Force® Long	3357569	055.0002885			
	055.8100.540000	\$ 111.98	100235 Flame-Resistant Force® Long	3357569	055.0002885			
	055.8100.540000	\$ 391.93	100235 Flame-Resistant Force® Long	3357569	055.0002885			
	055.8100.540000	\$ 63.99	100235 Flame-Resistant Force® Long	3357569	055.0002885			
	055.8100.540000	\$ 111.98	100235 Flame-Resistant Force® Long	3357569	055.0002885			
	055.8100.540000	\$ 111.98	100235 Flame-Resistant Force® Long	3357569	055.0002885			
	055.8100.540000	\$ 312.36	Sales Tax 10.25	3357569				
	020.1084.540000	\$ 79.96	K126 Long Sleeve Workwear Crewneck	3357573	011.0014870			
	020.1084.540000	\$ 199.90	K126 Long Sleeve Workwear Crewneck	3357573	011.0014870			
	020.1084.540000	\$ 199.90	K126 Long Sleeve Workwear Crewneck	3357573	011.0014870			
	020.1084.540000	\$ 79.96	K126 Long Sleeve Workwear Crewneck	3357573	011.0014870			
	020.1084.540000	\$ 23.99	K126 Long Sleeve Workwear Crewneck	3357573	011.0014870			
	020.1084.540000	\$ 54.36	K87 Workwear T-Shirt - Medium Regular -	3357573	011.0014870			
	020.1084.540000	\$ 81.54	K87 Workwear T-Shirt - Large Regular -	3357573	011.0014870			
	020.1084.540000	\$ 190.26	K87 Workwear T-Shirt - X-Large Regular	3357573	011.0014870			

**CITY OF VERNON  
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**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
005489 - DUNGAREES, LLC	020.1084.540000	\$ 163.08	K87 Workwear T-Shirt - 2X-Large Regular	3357573	011.0014870			
	020.1084.540000	\$ 111.93	K87 Workwear T-Shirt - 3X-Large Regular	3357573	011.0014870			
	020.1084.540000	\$ 121.45	Sales Tax 10.25	3357573				
						08/03/2021	607781	\$ 4,666.13
006714 - DUTHIE POWER SERVICES	055.8400.590000	\$ 622.50	Inspection for Reported Coolant Leak	S91236				
						08/03/2021	607782	\$ 622.50
003423 - FACILITIES PROTECTION SYSTEMS	011.1049.590000	\$ 817.50	Preventative Maintenance	67837				
	011.1049.590000	\$ 2,228.55	Preventative Maintenance	68492				
						08/03/2021	607783	\$ 3,046.05
000524 - FERGUSON WATERWORKS	020.1084.520000	\$ 1,914.62	DOM 8 X 12 MJXPE C110 OFFSET L/A~	760277	011.0014840			
	020.1084.520000	\$ 2,604.70	DOM 8 X 18 MJXPE C110 OFFSET L/A~	760277	011.0014840			
	020.1084.520000	\$ 463.23	Sales Tax 10.25	760277				
	020.1084.520000	\$ 1,245.90	LF 2 MIP X COMP BALL CORP ST~	760278	011.0014842			
	020.1084.520000	\$ 1,642.65	LF 2 CTS X MTR ANG BV W/ LW~	760278	011.0014842			
	020.1084.520000	\$ 296.07	Sales Tax 10.25	760278				
	020.1084.520000	\$ 4,071.40	CTS Grip Compression~	761583	011.0014851			
	020.1084.520000	\$ 417.32	Sales Tax 10.25	761583				
						08/03/2021	607784	\$ 12,655.89
006622 - FULLER ENGINEERING, INC	020.1084.500140	\$ 783.95	Sodium Hypochlorite	144234				
						08/03/2021	607785	\$ 783.95

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**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
001712 - GRAINGER, CO	056.5600.520000	\$ 772.31	Building Hardware~	9936429563	056.0000619			
	056.5600.520000	\$ 135.01	Building Hardware~	9944152033	056.0000619			
	056.5600.520000	\$ 40.34	Building Hardware~	9944152041	056.0000619			
	056.5600.520000	\$ -24.02	Building Hardware~	9967299687	056.0000619			
						08/03/2021	607786	\$ 923.64
007021 - GRATING PACIFIC, INC	020.1084.900000	\$ 1,825.00	Molded Fiberglass Grating- Micro-Mesh~	249318IN	011.0014792			
	020.1084.900000	\$ 185.00	Freight	249318IN	011.0014792			
	020.1084.900000	\$ 187.06	Sales Tax 10.25	249318IN				
						08/03/2021	607787	\$ 2,197.06
007083 - HIGHLAND PRODUCTS GROUP, LLC	011.1049.520000	\$ 3,595.00	6' Executive Series Steel Strap Bench	310014191	011.0014844			
	011.1049.520000	\$ 539.87	Freight	310014191	011.0014844			
						08/03/2021	607788	\$ 4,134.87
000075 - IACP	011.1031.596200	\$ 875.00	IACP Net Subscription~	174722				
						08/03/2021	607789	\$ 875.00
000686 - IGOE & COMPANY, INC	011.1026.594200	\$ 75.00	Participation Fee	241354				
						08/03/2021	607790	\$ 75.00
003122 - J&H AUTO BODY	020.1084.900000	\$ 418.00	Paint Labor~	17203	011.0014866			
	020.1084.900000	\$ 342.00	Paint Supplies~	17203	011.0014866			
	020.1084.900000	\$ 35.06	Sales Tax 10.25	17203				
						08/03/2021	607791	\$ 795.06

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**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
005093 - JCL TRAFFIC SERVICES	011.1043.520000	\$ 1,407.50	Type I Plastic & Metal Barricade ~	109092	011.0014796			
	011.1043.520000	\$ 925.00	JCB Knob Top Delineator~	109092	011.0014796			
	011.1043.520000	\$ 299.50	JCL 8# Base	109092	011.0014796			
	011.1043.520000	\$ 40.00	Freight	109092	011.0014796			
	011.1043.520000	\$ 273.88	Sales Tax 10.25	109092				
						08/03/2021	607792	\$ 2,945.88
006399 - JOE MAR POLYGRAPH & INV SVC, I	011.1031.596200	\$ 200.00	Pre-Employment Polygraph Exam	202107007VPD				
						08/03/2021	607793	\$ 200.00
004122 - KIMBALL MIDWEST	011.1046.520000	\$ 224.00	40398US Fine Thread Nuts and Bolts	9055039	011.0014882			
	011.1046.520000	\$ 22.96	Sales Tax 10.25	9055039				
						08/03/2021	607794	\$ 246.96
007087 - MATT CHLOR, INC	020.1084.590000	\$ 1,622.37	Equipment & Parts ~	25857	011.0014849			
	020.1084.590000	\$ 350.00	Service & Repair Labor~	25857	011.0014849			
	020.1084.590000	\$ 85.00	Freight	25857	011.0014849			
	020.1084.590000	\$ 166.29	Sales Tax 10.25	25857				
	020.1084.520000	\$ 1,344.00	Tubing PE, .375 OD x .062 (Black)~	25964	011.0014847			
	020.1084.520000	\$ 45.42	Freight	25964	011.0014847			
	020.1084.520000	\$ 137.76	Sales Tax 10.25	25964				
						08/03/2021	607795	\$ 3,750.84
000870 - MAYWOOD CAR WASH	055.8100.570000	\$ 218.00	Car Wash~	1114	055.0002821			
						08/03/2021	607796	\$ 218.00

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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	\$ 5,760.00	Electric Meters~	165762				
	055.8000.900000	\$ 590.40	Sales Tax 10.25	165762				
	055.8000.900000	\$ 6,360.00	Electric Meters~	166311				
	055.8000.900000	\$ 651.90	Sales Tax 10.25	166311				
						08/03/2021	607797	\$ 13,362.30
006248 - MILLENNIUM UPS, LLC	057.1057.596200	\$ 1,000.00	Critical Service Contract	COV3596		08/03/2021	607798	\$ 1,000.00
005780 - MONTEBELLO GLASS & MIRROR CO.	011.1049.590000	\$ 10,650.17	Install Vinyl Replacement Windows~	16716		08/03/2021	607799	\$ 10,650.17
006586 - OCCUPATIONAL HEALTH CENTERS OF	011.1026.597000	\$ 138.00	Medical Services	72072920		08/03/2021	607800	\$ 138.00
007079 - PACIFIC PARTS & CONTROLS	020.1084.900000	\$ 1,024.00	Custom Panel~	37699867	011.0014853			
	020.1084.900000	\$ 35.00	Freight	37699867	011.0014853			
	020.1084.900000	\$ 104.96	Sales Tax 10.25	37699867		08/03/2021	607801	\$ 1,163.96



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**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
001500 - PACIFIC PRODUCTS & SERVICES, L	011.1043.520000	\$ 208.50	SMART BAND 3/4" x 100' NYLON PA-66	28468	011.0014786			
	011.1043.520000	\$ 306.00	SMART BAND 3/4" BUCKLE SB-BU-3/4	28468	011.0014786			
	011.1043.520000	\$ 163.10	MANUAL TOOL BLACK HANDLE - 1/4" & 3/8"	28468	011.0014786			
	011.1043.520000	\$ 159.80	SAFLECTOR 3 SIDED 6' RED TYPE 11 REFECT	28468	011.0014786			
	011.1043.520000	\$ 83.85	SMASH RIVET REMOVER TOOL RIVENATOR	28468	011.0014786			
	011.1043.520000	\$ 21.50	RIVENATOR REPLACEMENT TIP RIVENATOR TIP	28468	011.0014786			
	011.1043.520000	\$ 65.00	Freight	28468	011.0014786			
	011.1043.520000	\$ 103.29	Sales Tax 10.25	28468				
	011.1043.520000	\$ 125.00	TUBING STEP FOR 1-3/4" - 2" POST	28819	011.0014786			
	011.1043.520000	\$ 12.81	Sales Tax 10.25	28819				
						08/03/2021	607802	\$ 1,248.85
006612 - QUALIFIED MOBILE, INC	011.1046.590000	\$ 680.00	Car Wash Services	283403				
	011.1046.590000	\$ 816.00	Car Wash Services	283647				
						08/03/2021	607803	\$ 1,496.00
004451 - QUALITY JET ROOTER, INC	011.1049.590000	\$ 1,500.00	Plumbing Maintenance Services	12593				
						08/03/2021	607804	\$ 1,500.00
001931 - REGISTRAR-RECORDER/COU NTY CLK	011.1003.596300	\$ 1,261.80	Election Services~	213061				
						08/03/2021	607805	\$ 1,261.80

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
001685 - S&A ENGINE, INC	011.1046.520000	\$ 115.08	Auto Parts~	39584	011.0014883			
	011.1046.590000	\$ 190.00	Labor	39584	011.0014883			
	011.1046.520000	\$ 11.80	Sales Tax 10.25	39584				
						08/03/2021	607806	\$ 316.88
003775 - SILVA'S PRINTING NETWORK	055.8100.520000	\$ 79.00	VPU Business Cards - Edwin Ochoa~	27291	055.0002882			
	055.8100.520000	\$ 8.10	Sales Tax 10.25	27291				
						08/03/2021	607807	\$ 87.10
005790 - SIMON WIND, INC	055.9000.900000	\$ 4,100.00	Meteorological Services	2106				
						08/03/2021	607808	\$ 4,100.00
004229 - SMARDAN SUPPLY CO	056.5600.520000	\$ 27.66	Pipe & Fittings~	S3680077001	056.0000614			
	056.5600.520000	\$ 323.33	Pipe & Fittings~	S3687912001	056.0000614			
						08/03/2021	607809	\$ 350.99
005419 - SUPERIOR CT OF CAL OF LA	011.1031.594200	\$ 2,088.50	Parking Citations 06/21	080321				
						08/03/2021	607810	\$ 2,088.50
006985 - TERMINIX COMMERCIAL	011.1048.590000	\$ 80.00	Pest Control 06/21~	409402461				
	011.1048.590000	\$ 65.00	Pest Control 06/21~	409402607				
	011.1048.590000	\$ 65.00	Pest Control 06/21~	409402753				
	011.1048.590000	\$ 65.00	Pest Control 06/21~	409402858				
	011.1049.590000	\$ 65.00	Pest Control 06/21~	409403000				
	011.1048.590000	\$ 75.00	Pest Control 06/21~	409403142				
						08/03/2021	607811	\$ 415.00

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000141 - THOMSON REUTERS - WEST	011.4031.596200	\$ 1,610.22	West Information Charges	844467600				
	011.4031.596200	\$ 1,395.63	West Information Charges	844634892				
						08/03/2021	607812	\$ 3,005.85
000286 - TRAINING INNOVATIONS, INC	011.1031.596700	\$ 750.00	TMS Software Support Subscription~	21148		08/03/2021	607813	\$ 750.00
000449 - UNDERGROUND SERVICE ALERT	055.8300.596200	\$ 179.95	New Ticket Charges	620210783				
	055.8300.596200	\$ 50.92	CA State Fee for Regulatory Costs	DSB20203494				
						08/03/2021	607814	\$ 230.87
005030 - UNITED STEEL FENCE COMPANY	056.5600.590000	\$ 3,864.00	Fencing & Repairs	19395		08/03/2021	607815	\$ 3,864.00
000986 - WAXIE SANITARY SUPPLY	011.1049.520000	\$ 981.15	#850555 WAXIE 3900 CLEAN & SOFT WHITE	80149730	011.0014927			
	011.1049.520000	\$ 932.55	#160730 WAXIE-GREEN MANGO PLUS LIQUID	80149730	011.0014927			
	011.1049.520000	\$ 196.15	Sales Tax 10.25	80149730				
						08/03/2021	607816	\$ 2,109.85

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
005550 - ADART COMPANY	011.1049.520000	\$ 250.50	Notice to Customer Decal~	226135	011.0014946			
	011.1049.520000	\$ 250.50	Stay Away - English Decal~	226135	011.0014946			
	011.1049.590000	\$ 250.50	Stay Away - Spanish Decal~	226135	011.0014946			
	011.1049.520000	\$ 250.50	You May Not Enter Decal ~	226135	011.0014946			
	011.1049.520000	\$ 149.80	Employee Entrance Decal~	226135	011.0014946			
	011.1049.520000	\$ 92.38	Sales Tax 10.25	226135				
	011.1049.590000	\$ 25.68	Sales Tax 10.25	226135				
						08/10/2021	607817	\$ 1,269.86
005348 - AGILITY RECOVERY SOLUTIONS	011.9019.590110	\$ 415.00	Disaster Recovery Services	163497		08/10/2021	607818	\$ 415.00
001948 - AT&T	011.9019.560010	\$ 1,507.58	Period: 05/20/21 - 06/19/21	062021		08/10/2021	607819	\$ 1,968.79
	011.9019.560010	\$ 461.21	Period: 05/20/21 - 06/19/21	062021(2)				
001948 - AT&T	055.9200.560010	\$ 152.00	Period: 05/19/21 - 06/18/21	5119892603		08/10/2021	607820	\$ 152.00
002889 - AT&T MOBILITY	011.9019.560010	\$ 46.23	Period: 04/09/21 - 05/08/21	832176480X05162 021		08/10/2021	607821	\$ 46.23
006054 - BEARCOM	011.1031.590000	\$ 1,047.35	SC Service Agreement	5237046		08/10/2021	607822	\$ 1,047.35

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER		INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
002242 - CA DEPARTMENT OF TAX & FEE ADM	011.1043.596200	\$	2,648.66	2019 Underground Storage Tank	061821		08/10/2021	607823	\$ 2,648.66
000256 - CALPORTLAND COMPANY	011.1043.520000	\$	2,878.88	Concrete	95055586				
	011.1043.520000	\$	800.98	Concrete	95085911		08/10/2021	607824	\$ 3,679.86
007100 - CEDRO CONSTRUCTION, INC	020.1084.900000	\$	244,366.60	Progress Payment #1~	080321		08/10/2021	607825	\$ 244,366.60
000310 - CRAIG WELDING SUPPLY, CO	011.1049.520000	\$	187.87	Refill Cylinders~	641493	011.0014897	08/10/2021	607826	\$ 187.87
001336 - CURRENT WHOLESALE ELECTRIC SUP	011.1049.520000	\$	171.60	Electrical & Hardware Supplies~	267779	011.0014462			
	011.1049.520000	\$	416.57	Electrical & Hardware Supplies~	267818	011.0014462			
	011.1048.520000	\$	26.46	Electrical & Hardware Supplies~	267819	011.0014462			
	011.1049.520000	\$	1,337.53	Electrical & Hardware Supplies~	268045	011.0014462	08/10/2021	607827	\$ 1,952.16

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001926 - F GAVINA & SONS, INC	011.1049.520000	\$ 349.32	Regular Coffee Pouches~	4167386	011.0014932			
	011.1049.520000	\$ 40.00	Coffee Stir Sticks 7"~	4167386	011.0014932			
	011.1049.520000	\$ 1,064.00	Coffee Beans 5lb Bags~	4167386	011.0014932			
	011.1049.520000	\$ 307.74	French Vanilla Powder~	4167386	011.0014932			
	011.1049.520000	\$ 279.48	Chocolate Powder~	4167386	011.0014932			
	011.1049.520000	\$ 177.48	Cream Powder~	4167386	011.0014932			
	011.1049.520000	\$ 4.10	Sales Tax 10.25	4167386				
						08/10/2021	607828	\$ 2,222.12
003489 - FLORENCE FILTER CORPORATION	011.120010	\$ 144.00	Air Filters~	118756IN	011.0014945			
	011.120010	\$ 32.06	Freight	118756IN	011.0014945			
	011.120010	\$ 14.76	Sales Tax 10.25	118756IN				
						08/10/2021	607829	\$ 190.82
000280 - HARPER & ASSOCIATES ENGINEERIN	020.1084.900000	\$ 7,869.00	Coating Inspection Services	ENG7365				
	020.1084.900000	\$ 380.00	Engineering Services 05/21	ENG7366				
	020.1084.900000	\$ 14,878.00	Coating Inspection Services	ENG7397				
						08/10/2021	607830	\$ 23,127.00
000706 - INFRASTRUCTURE ENGINEERING COR	020.1084.900000	\$ 12,933.83	Professional Services 06/21	13929				
						08/10/2021	607831	\$ 12,933.83

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000829 - IRON MOUNTAIN	011.9019.560010	\$ 295.78	Offsite Backup Tape Storage	202371033		08/10/2021	607832	\$ 295.78
000804 - LB JOHNSON HARDWARE CO #1	055.8400.590000	\$ 107.06	Small Tools, Plumbing & Building	114927	055.0002803			
	020.1084.900000	\$ 3.76	Small Tools, Plumbing & Building	114981	011.0014442			
	055.8400.590000	\$ 28.36	Small Tools, Plumbing & Building	115022	055.0002803			
	055.8400.520000	\$ 22.69	Small Tools, Plumbing & Building	115145	055.0002803			
	020.1084.900000	\$ 291.19	Small Tools, Plumbing & Building	115165	011.0014442			
	055.8400.590000	\$ 415.99	Small Tools, Plumbing & Building	115258	055.0002803			
	020.1084.500140	\$ 638.30	Small Tools, Plumbing & Building	115297	011.0014442	08/10/2021	607833	\$ 1,507.35
000296 - PEREZ, NICHOLAS	011.1031.596500	\$ 24.00	Internal Affairs Training	070721		08/10/2021	607835	\$ 24.00
001943 - PLUMBING & INDUSTRIAL SUPPLY	020.1084.520000	\$ 109.15	Plumbing Hardware Supplies~	S1250852001	011.0014445	08/10/2021	607836	\$ 109.15
006416 - PRIORITY BUILDING SERVICES	011.1049.590000	\$ 9,697.89	Janitorial Services 06/21~	76545				
	011.1049.590000	\$ 8,660.00	Day Porter Services 06/21	76547				
	011.1049.590000	\$ 9,697.89	Janitorial Services 07/21~	77180		08/10/2021	607837	\$ 28,055.78

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006956 - QUANTUM QUALITY CONSULTING, IN	011.1043.596200	\$ 250.00	Traffic Engineering Services	VE21007				
	011.1043.596200	\$ 2,112.00	Traffic Engineering Services	VE21008		08/10/2021	607838	\$ 2,362.00
000805 - RIO HONDO COLLEGE	011.1031.596700	\$ 25.00	Registration / C. Saldana	080921				
	011.1031.596700	\$ 25.00	Registration / A. Arana	080921(2)				
	011.1031.596700	\$ 25.00	Registration / R. Velasquez	080921(3)				
	011.1031.596700	\$ 25.00	Registration / P. Cam	080921(4)		08/10/2021	607839	\$ 100.00
000191 - STATE STREET LAUNDRY	011.1031.520000	\$ 16.20	Laundry Services~	11996	011.0014922			
	011.1031.520000	\$ 11.70	Laundry Services~	11997	011.0014922			
	011.1031.520000	\$ 9.00	Laundry Services~	11998	011.0014922	08/10/2021	607840	\$ 36.90
000141 - THOMSON REUTERS - WEST	011.1024.596600	\$ 235.00	Software Subscription Charges	844772068				
	011.1031.596200	\$ 1,276.60	Software Subscription Charges	844794415		08/10/2021	607841	\$ 1,511.60
006132 - THYSSENKRUPP ELEVATOR CORPORAT	011.1049.590000	\$ 669.00	Elevator Service & Maintenance	3006015408		08/10/2021	607842	\$ 669.00
005330 - TUFF SHED, INC	011.1049.900000	\$ 16,085.59	Tuff Shed for 3375 Fruitland Ave	072421		08/10/2021	607843	\$ 16,085.59



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001481 - VERIZON WIRELESS	055.9000.560010	\$	495.92	Period: 05/24/21 - 06/23/21	9882676762				
	011.9019.560010	\$	914.22	Period: 06/10/21 - 07/11//21	9883765807		08/10/2021	607844	\$ 1,410.14
001481 - VERIZON BUSINESS SERVICES	011.9019.560010	\$	589.22	Period: 06/21	71893814		08/10/2021	607845	\$ 589.22
001628 - WECK LABORATORIES, INC	020.1084.900000	\$	180.00	Water Quality Testing & Reporting	W1D1202COVERN ON				
	020.1084.900000	\$	180.00	Water Quality Testing & Reporting	W1D1685COVERN ON				
	020.1084.900000	\$	180.00	Water Quality Testing & Reporting	W1D1686COVERN ON		08/10/2021	607846	\$ 540.00
004318 - A-BEST INDUSTRIAL, INC	056.5600.520000	\$	1,769.65	Service Connection Materials~	IN14735	056.0000616			
	056.5600.520000	\$	1,047.70	Service Connection Materials~	IN14736	056.0000616			
	056.5600.520000	\$	2,236.34	Service Connection Materials~	IN14737	056.0000616			
	056.5600.520000	\$	231.07	Service Connection Materials~	IN14738	056.0000616			
	056.5600.900000	\$	552.72	Gas Inventory~	IN14739	056.0000633			
	056.5600.900000	\$	1,817.40	Gas Inventory~	IN14739	056.0000633			
	056.5600.900000	\$	1,977.96	Gas Inventory~	IN14739	056.0000633			
	056.5600.900000	\$	93.46	Freight	IN14739	056.0000633			
	056.5600.900000	\$	413.07	Sales Tax 9.5%	IN14739		08/19/2021	607847	\$ 10,139.37

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005348 - AGILITY RECOVERY SOLUTIONS	011.9019.590110	\$ 415.00	Disaster Recovery Services	165832		08/19/2021	607848	\$ 415.00
004448 - BATTERY SYSTEMS, INC	011.1046.520000	\$ 101.33	Vehicle Batteries~	6790877	011.0014856			
	011.1046.520000	\$ 60.29	Vehicle Batteries~	6839239	011.0014856	08/19/2021	607849	\$ 161.62
006941 - CAL RECYCLE	011.3060.440100	\$ 5,000.00	Unspent Funds OPP10-19-0076	081121		08/19/2021	607850	\$ 5,000.00
001973 - CALIFORNIA FRAME & AXLE	011.1046.590000	\$ 55.00	Front End Repair & Alignment Services~	64617	011.0014861			
	011.1046.520000	\$ 396.83	Front End Repair & Alignment Services~	64715	011.0014861			
	011.1046.590000	\$ 280.00	Labor	64715	011.0014861			
	011.1046.590000	\$ 55.00	Front End Repair & Alignment Services~	64749	011.0014861			
	011.1046.590000	\$ 160.00	Front End Repair & Alignment Services~	64831	011.0014861	08/19/2021	607851	\$ 946.83
000818 - CAMINO REAL CHEVROLET	011.1046.520000	\$ 128.36	Auto Parts~	59602	011.0014857			
	011.1046.520000	\$ 16.21	Auto Parts~	59630	011.0014857	08/19/2021	607852	\$ 144.57
004163 - CENTRAL FORD	011.1046.520000	\$ 199.64	Auto Parts~	375067	011.0014859	08/19/2021	607853	\$ 199.64

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005490 - CINTAS CORPORATION	011.1043.520000	\$ 19.22	First Aid Kit Restock	5065151924				
	011.1043.520000	\$ 1.97	Sales Tax 10.25	5065151924				
	011.1043.520000	\$ 540.00	Truck Emergency Kits	9129623253				
	011.1043.520000	\$ 55.35	Sales Tax 10.25	9129623253				
						08/19/2021	607854	\$ 616.54
001336 - CURRENT WHOLESALE ELECTRIC SUP	020.1084.900000	\$ 1,050.09	Electrical & Hardware Supplies~	268090	011.0014437			
	020.1084.900000	\$ 5.49	Electrical & Hardware Supplies~	268091	011.0014437			
	020.1084.900000	\$ 149.83	Electrical & Hardware Supplies~	268092	011.0014437			
	055.8400.520000	\$ 139.38	Electrical Parts~	268093	055.0002808			
						08/19/2021	607855	\$ 1,344.79
000620 - DEPT OF TOXIC SUBSTANCES CTRL	055.8200.500230	\$ 675.00	EPA ID# Verification & Hazardous Waste	080921				
						08/19/2021	607856	\$ 675.00
001146 - EMERSON'S LOCKSMITH CO, INC	020.1084.520000	\$ 2,304.00	Yale Padlocks ~	243494	011.0014910			
	020.1084.520000	\$ 20.00	Engraving (COV-W)~	243494	011.0014910			
	020.1084.520000	\$ 25.00	Freight	243494	011.0014910			
	020.1084.520000	\$ 236.16	Sales Tax 10.25	243494				
						08/19/2021	607857	\$ 2,585.16

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006696 - FACTORY MOTOR PARTS	011.1046.520000	\$ 358.31	Auto Parts~	124116083	011.0014862	08/19/2021	607858	\$ 3,268.12
	011.1046.520000	\$ 2,909.81	Auto Parts~	124116098	011.0014862			
005328 - FJR PACIFIC, INC	011.1049.590000	\$ 2,570.06	Replace A/C Unit	22836		08/19/2021	607859	\$ 8,566.86
	011.1049.590000	\$ 5,996.80	Replace A/C Unit	23101				
007107 - GEOTAB USA, INC	011.1046.590000	\$ 651.75	GPS ProPlus Plan	IN282275		08/19/2021	607860	\$ 651.75
004035 - GTO AUTO GLASS	011.1046.520000	\$ 125.00	Windshield Repair~	WOI0500868	011.0014886	08/19/2021	607861	\$ 221.88
	011.1046.590000	\$ 85.00	Labor to replace windshield.	WOI0500868	011.0014886			
	011.1046.520000	\$ 11.88	Sales Tax 9.5%	WOI0500868				
006350 - JOHNSON CONTROLS FIRE PROTECTI	011.1049.590000	\$ 1,022.00	Fire Alarm Troubleshooting	87873777		08/19/2021	607862	\$ 1,022.00

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000804 - LB JOHNSON HARDWARE CO #1	011.1049.520000	\$ 44.87	Small Tools, Plumbing & Building	113464	011.0014465			
	055.8000.590000	\$ 37.11	Small Tools, Plumbing & Building	114266	055.0002803			
	055.8000.590000	\$ 65.63	Small Tools, Plumbing & Building	114281	055.0002803			
	011.1048.520000	\$ 31.34	Small Tools, Plumbing & Building	115471	011.0014915			
	011.1048.520000	\$ 17.51	Small Tools, Plumbing & Building	115486	011.0014915			
	011.1048.520000	\$ 22.97	Small Tools, Plumbing & Building	115720	011.0014915			
	011.1048.520000	\$ 10.94	Small Tools, Plumbing & Building	115856	011.0014915			
	055.8000.520000	\$ 22.69	Small Tools, Plumbing & Building	411715	055.0002803			
						08/19/2021	607863	\$ 253.06
006170 - MAGIC JUMP RENTALS, INC	011.1070.550000	\$ 988.00	National Night Out Dunk Tank / Slide	318265		08/19/2021	607864	\$ 988.00
006961 - BRIAN MARTINEZ	011.200100	\$ 40.00	Ref. Gate Remote Deposit~	Ref000233918		08/19/2021	607865	\$ 40.00

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000309 - NAPA AUTO PARTS	011.1046.520000	\$ 33.90	Auto Parts & Accessories~	93113	011.0014864			
	011.1046.520000	\$ 225.54	Auto Parts & Accessories~	93412	011.0014864			
	011.1046.520000	\$ 54.64	Auto Parts & Accessories~	94073	011.0014864			
	011.1046.520000	\$ 75.87	Auto Parts & Accessories~	94089	011.0014864			
	011.1046.520000	\$ 6.56	Auto Parts & Accessories~	94096	011.0014864			
	011.1046.520000	\$ 36.78	Auto Parts & Accessories~	94153	011.0014864			
	011.1046.520000	\$ 447.57	Auto Parts & Accessories~	94191	011.0014864			
	011.1046.520000	\$ 371.36	Auto Parts & Accessories~	94524	011.0014864			
	011.1046.520000	\$ -390.27	Auto Parts & Accessories~	94706	011.0014864			
	011.1046.520000	\$ 64.47	Auto Parts & Accessories~	95558	011.0014864			
						08/19/2021	607866	\$ 926.42
000610 - NICK ALEXANDER RESTORATION	011.1046.520000	\$ 30.00	Materials to Reupholster Arm Rest	3883	011.0014885			
	011.1046.590000	\$ 90.00	Labor to Reupholster Seat	3883	011.0014885			
	011.1046.520000	\$ 3.07	Sales Tax 10.25	3883				
						08/19/2021	607867	\$ 123.07
005934 - O'REILLY AUTO PARTS	011.1046.520000	\$ 219.28	Auto Parts & Accessories~	3049347752	011.0014860			
	011.1046.520000	\$ 92.60	Auto Parts & Accessories~	3049348628	011.0014860			
	011.1046.520000	\$ 18.94	Auto Parts & Accessories~	3049351304	011.0014860			
	011.1046.520000	\$ 13.27	Auto Parts & Accessories~	3049351500	011.0014860			
	011.1046.520000	\$ 40.00	Auto Parts & Accessories~	3049352374	011.0014860			
						08/19/2021	607868	\$ 384.09

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001943 - PLUMBING & INDUSTRIAL SUPPLY	011.1049.520000	\$ 16.48	Plumbing Supplies & Building Hardware~	S1253296001	011.0014917			
	011.1049.520000	\$ 40.47	Plumbing Supplies & Building Hardware~	S1253443001	011.0014917			
	011.1049.520000	\$ 22.15	Plumbing Supplies & Building Hardware~	S1253688001	011.0014917	08/19/2021	607869	\$ 79.10
001514 - POWER DESIGN	011.9019.590110	\$ 4,500.00	Annual Preventative Maintenance Plan	41783		08/19/2021	607870	\$ 4,500.00
006492 - PRODIGY MOVING & STORAGE, LLC	011.1048.596200	\$ 1,480.00	Moving Services	54668		08/19/2021	607871	\$ 1,480.00
000163 - PROFORMA EXPRESS GRAPHICS	011.1031.520000	\$ 427.05	Emergency Protective Order	735022296				
	011.1031.520000	\$ 531.87	Gun Violence Emergency Protective	735022297				
	011.1031.520000	\$ 445.74	Emergency Protective Order Forms	735022389		08/19/2021	607872	\$ 1,404.66
006612 - QUALIFIED MOBILE, INC	011.1046.590000	\$ 1,012.50	Car Wash Services	285682				
	011.1046.590000	\$ 990.00	Car Wash Services	285971				
	011.1046.520000	\$ 1,178.00	Car Wash Services	286217		08/19/2021	607873	\$ 3,180.50
006525 - DEPT OF RESOURCES RECYCLING &	011.3060.440100	\$ 5,000.00	Unspent Advance Funds	1383501		08/19/2021	607874	\$ 5,000.00

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 73  
SEPTEMBER 21, 2021**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER		INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
006637 - RUSHER AIR CONDITIONING	020.1084.900000	\$	8,940.00	Air Conditioner Maintenance	202112701		08/19/2021	607875	\$ 8,940.00
006340 - S & J SUPPLY COMPANY, INC	020.1084.520000	\$	12,486.60	J40606 JONES J4060 FIRE HYD 6H~	S100175608001	011.0014872			
	020.1084.520000	\$	1,279.88	Sales Tax 10.25	S100175608001		08/19/2021	607876	\$ 13,766.48
001960 - SNAP-ON INDUSTRIAL	011.1046.520000	\$	424.84	Torque Wrench~	ARV49191303	011.0014887			
	011.1046.520000	\$	104.90	Brake Caliper Spreader~	ARV49191303	011.0014887			
	011.1046.520000	\$	54.30	Sales Tax 10.25	ARV49191303		08/19/2021	607877	\$ 584.04
000380 - STACY MEDICAL CENTER	011.1031.596200	\$	690.00	Medical Services	521143488				
	011.1031.596200	\$	1,115.00	Medical Services	521143913				
	011.1031.596200	\$	670.00	Medical Services	521143965		08/19/2021	607878	\$ 2,475.00
006922 - THE EMBLEM AUTHORITY	011.1070.550000	\$	326.00	Pink Patch 2021	36867		08/19/2021	607879	\$ 326.00
006371 - TIREHUB, LLC	011.1046.520000	\$	404.80	Tires~	21839974	011.0014884			
	011.1046.520000	\$	7.00	Tire Fee	21839974	011.0014884			
	011.1046.520000	\$	38.46	Sales Tax 9.5%	21839974		08/19/2021	607880	\$ 450.26



**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 73  
SEPTEMBER 21, 2021**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
002886 - WALTERS WHOLESALE ELECTRIC, CO	020.1084.900000	\$ 2,135.95	Cable for PP2 Generator~	S117957295001	011.0014826			
	020.1084.900000	\$ 218.94	Sales Tax 10.25	S117957295001				
	020.1084.900000	\$ 252.72	Misc Parts for Well 20~	S118201214001	011.0014852			
	020.1084.900000	\$ 60.48	Misc Parts for Well 20~	S118201214001	011.0014852			
	020.1084.900000	\$ 785.06	Misc Parts for Well 20~	S118201214001	011.0014852			
	020.1084.900000	\$ 112.56	Sales Tax 10.25	S118201214001				
	020.1084.900000	\$ 82.00	Misc Parts for Well 20~	S118201214002	011.0014852			
	020.1084.900000	\$ 117.30	Misc Parts for Well 20~	S118201214002	011.0014852			
	020.1084.900000	\$ 51.50	Misc Parts for Well 20~	S118201214002	011.0014852			
	020.1084.900000	\$ 25.73	Sales Tax 10.25	S118201214002				
	020.1084.900000	\$ 48.00	Misc Parts for Well 20~	S118201214003	011.0014852			
	020.1084.900000	\$ 239.52	Misc Parts for Well 20~	S118201214003	011.0014852			
	020.1084.900000	\$ 15.83	Freight	S118201214003	011.0014852			
	020.1084.900000	\$ 31.11	Sales Tax 10.25	S118201214003				
	020.1084.900000	\$ 549.03	Misc Parts for Well 20~	S118201214004	011.0014852			
	020.1084.900000	\$ 120.29	Misc Parts for Well 20~	S118201214004	011.0014852			
	020.1084.900000	\$ 376.40	Misc Parts for Well 20~	S118201214004	011.0014852			
	020.1084.900000	\$ 107.17	Sales Tax 10.25	S118201214004				
	020.1084.900000	\$ 712.00	Misc Parts for Well 20~	S118201214005	011.0014852			
	020.1084.900000	\$ 54.50	Misc Parts for Well 20~	S118201214005	011.0014852			
	020.1084.900000	\$ 159.68	Misc Parts for Well 20~	S118201214005	011.0014852			
	020.1084.900000	\$ 94.95	Sales Tax 10.25	S118201214005				

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 73  
SEPTEMBER 21, 2021**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
002886 - WALTERS WHOLESale ELECTRIC, CO	020.1084.900000	\$ 14.99	Freight	S118201214006	011.0014852			
	020.1084.900000	\$ 1.54	Sales Tax 10.25	S118201214006				
	055.8000.590000	\$ 678.06	Electrical Parts~	S118252802001	055.0002804			
						08/19/2021	607881	\$ 7,045.31
002075 - WEIDMANN ELECTRICAL TECHNOLOGY	055.8000.590000	\$ 577.50	Oil Samples	5900309624				
	055.8000.590000	\$ 290.00	Oil Samples	5900311164				
	055.8000.590000	\$ 135.00	Oil Samples	5900311945				
	055.8000.590000	\$ 290.00	Oil Samples	5900314075				
	055.8000.590000	\$ 180.00	Oil Samples	5900314076				
	055.8000.590000	\$ 290.00	Oil Samples	5900316772				
	055.8000.590000	\$ 435.00	Oil Samples	5900317595				
	055.8000.590000	\$ 90.00	Oil Samples	5900317596				
						08/19/2021	607882	\$ 2,287.50
001437 - WHITE CAP, LP	011.1043.520000	\$ 58.32	Supplies for Street Division~	10014540453	011.0014980			
	011.1043.520000	\$ 31.69	Supplies for Street Division~	10014540453	011.0014980			
	011.1043.520000	\$ 118.74	Supplies for Street Division~	10014540453	011.0014980			
	011.1043.520000	\$ 40.39	Supplies for Street Division~	10014540453	011.0014980			
	011.1043.520000	\$ 58.03	Supplies for Street Division~	10014540453	011.0014980			
	011.1043.520000	\$ 31.47	Sales Tax 10.25	10014540453				
						08/19/2021	607883	\$ 338.64

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 73  
SEPTEMBER 21, 2021**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
005338 - TNT FIREWORKS	011.1004.410211	\$ 500.00	Ref. Fireworks Stand Deposits~	082621		08/30/2021	607884	\$ 500.00
001258 - US POSTAL SERVICE	011.1004.520000	\$ 1,530.00	P.O. Box #58805	082621		08/30/2021	607885	\$ 1,530.00
001948 - AT&T	011.9019.590110	\$ 1,979.40	Period: 06/19/21 - 07/18/21	7559323602		08/31/2021	607886	\$ 1,979.40
001948 - AT&T	055.9000.560010	\$ 250.41	Period: 01/10/21 - 02/09/21	16006181				
	056.5600.560010	\$ 673.24	Period: 01/10/21 - 02/09/21	16006184				
	056.5600.560010	\$ 23.39	Period: 01/10/21 - 02/09/21	16006283		08/31/2021	607887	\$ 947.04
001948 - AT&T	011.9019.560010	\$ 584.41	Period: 09/20/20 - 10/19/20~	102020(2)		08/31/2021	607888	\$ 584.41
002889 - AT&T MOBILITY	011.9019.560010	\$ 46.23	Period: 05/08/21 - 06/08/21	832176480X06162 021		08/31/2021	607889	\$ 46.23
003037 - SECRETARY FOR ENV. PROTECTION	011.240010	\$ 800.00	4th Qtr FY 20/21 Surcharge Transmittal	082421				
	011.240020	\$ 12,936.00	4th Qtr FY 20/21 Surcharge Transmittal	082421				
	011.240021	\$ 6,304.00	4th Qtr FY 20/21 Surcharge Transmittal	082421				
	011.240022	\$ 546.00	4th Qtr FY 20/21 Surcharge Transmittal	082421		08/31/2021	607890	\$ 20,586.00

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 73  
SEPTEMBER 21, 2021**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
005490 - CINTAS CORPORATION	011.1047.540000	\$ 4.88	First Aid Kit Restock	5070733450				
	011.1047.540000	\$ 0.50	Sales Tax 10.00	5070733450				
						08/31/2021	607891	\$ 5.38
003846 - CITY OF HUNTINGTON PARK	011.1031.594200	\$ 8,344.78	Inmate Housing 04/21 - 06/21	19736		08/31/2021	607892	\$ 8,344.78
007149 - JORGE A. CRUZ	011.1026.596200	\$ 52.00	Reimb. Live Scan	081621		08/31/2021	607893	\$ 52.00
001336 - CURRENT WHOLESALE ELECTRIC SUP	011.1049.520000	\$ 192.94	During the period of July 1, 2021 thru	268914	011.0014898	08/31/2021	607894	\$ 192.94
007147 - INCREMENTO, INC	055.7200.596702	\$ 8,754.64	Customer Incentive Program	081821		08/31/2021	607895	\$ 8,754.64
000829 - IRON MOUNTAIN	011.9019.560010	\$ 304.89	Offsite Backup Tape Storage	202365508				
	011.9019.560010	\$ 353.25	Offsite Backup Tape Storage	202395233				
						08/31/2021	607896	\$ 658.14
000138 - LACPCA	011.1031.596700	\$ 200.00	Registration / R. Sousa	081721		08/31/2021	607897	\$ 200.00

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 73  
SEPTEMBER 21, 2021**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
003908 - LOPEZ & LOPEZ TIRE SERVICE	011.1046.520000	\$ 166.00	Tires, Accessories & Repairs~	3412	011.0014863			
	011.1046.520000	\$ 332.00	Tires, Accessories & Repairs~	3413	011.0014863			
	011.1046.520000	\$ 352.15	Tires, Accessories & Repairs~	3545	011.0014863			
	011.1046.590000	\$ 50.00	Labor	3548	011.0014863			
	011.1046.520000	\$ 335.50	Tires, Accessories & Repairs~	3590	011.0014863			
	011.1046.590000	\$ 75.00	Labor	3642	011.0014863			
	011.1046.520000	\$ 510.70	Tires, Accessories & Repairs~	3643	011.0014863			
	011.1046.520000	\$ 1,322.97	Tires, Accessories & Repairs~	3648	011.0014863			
	011.1046.590000	\$ 50.00	Labor	3648	011.0014863			
	011.1046.520000	\$ 168.19	Tires, Accessories & Repairs~	3654	011.0014863			
	011.1046.520000	\$ 166.00	Tires, Accessories & Repairs~	3655	011.0014863			
	011.1046.520000	\$ 208.05	Tires, Accessories & Repairs~	3676	011.0014863			
	011.1046.520000	\$ 386.75	Tires, Accessories & Repairs~	3678	011.0014863			
	011.1046.590000	\$ 20.00	Labor	3682	011.0014863			
	011.1046.520000	\$ 496.25	Tires, Accessories & Repairs~	3699	011.0014863			
	011.1046.590000	\$ 25.00	Labor	3699	011.0014863			
						08/31/2021	607898	\$ 4,664.56
007146 - HUGO MARTINEZ	011.1026.596200	\$ 52.00	Reimb. Live Scan	082321		08/31/2021	607899	\$ 52.00
006203 - MRC SMART TECHNOLOGY SOLUTIONS	011.9019.590110	\$ 1,017.53	Managed Print Services	IN2069118		08/31/2021	607900	\$ 1,017.53

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 73  
SEPTEMBER 21, 2021**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
007148 - MULTI COLOR APPAREL	055.7200.596702	\$ 3,650.40	Customer Incentive Program	081821		08/31/2021	607901	\$ 3,650.40
006586 - OCCUPATIONAL HEALTH CENTERS OF	011.1026.597000	\$ 93.50	Medical Services	71846367				
	011.1026.597000	\$ 138.00	Medical Services	72152028		08/31/2021	607902	\$ 231.50
006475 - ONEPOINT HUMAN CAPITAL MGMT	011.9019.520010	\$ 215.00	Time Tracking System	59377		08/31/2021	607903	\$ 215.00
006749 - PARK CONSTRUCTION & MGMT, INC	011.1049.590000	\$ 3,500.00	Replaced Damaged Joists~	164		08/31/2021	607904	\$ 3,500.00
001943 - PLUMBING & INDUSTRIAL SUPPLY	011.1049.520000	\$ 552.23	Plumbing Supplies & Building Hardware~	S1253995001	011.0014917	08/31/2021	607905	\$ 552.23
007114 - REDRHINO	011.1046.590000	\$ 6,500.00	Deposit to Resurface & Epoxy Garage	VERNON0012021		08/31/2021	607906	\$ 6,500.00
007150 - RELIANT IMMEDIATE CARE	011.1026.596200	\$ 288.00	Medical Services	86438200				
	011.1026.596200	\$ 288.00	Medical Services	86438300				
	011.1026.596200	\$ 144.00	Medical Services	94362700		08/31/2021	607907	\$ 720.00

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 73  
SEPTEMBER 21, 2021**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000805 - RIO HONDO COLLEGE	011.1031.596700	\$ 25.00	Registration / E. Cerda	081921				
	011.1031.596700	\$ 25.00	Registration / T. Flores	081921(2)				
	011.1031.596700	\$ 25.00	Registration / R. Landa	081921(3)				
	011.1031.596700	\$ 25.00	Registration / J. Lucas	081921(4)				
	011.1031.596700	\$ 25.00	Registration / C. Maciel	081921(5)				
	011.1031.596700	\$ 25.00	Registration / O. Zozaya	081921(6)				
						08/31/2021	607908	\$ 150.00
006997 - SESPE CONSULTING, INC	011.1060.595200	\$ 1,270.00	Environmental Remediation Services 04/21	1292039				
	011.1060.595200	\$ 3,017.00	Environmental Remediation Services 07/21	1305054				
						08/31/2021	607909	\$ 4,287.00
003775 - SILVA'S PRINTING NETWORK	011.1002.520000	\$ 79.00	Business Cards - A. Kimmey~	27310	011.0014983			
	011.1002.520000	\$ 8.10	Sales Tax 10.25	27310				
						08/31/2021	607910	\$ 87.10
002752 - SOUTHLAND BOX COMPANY	020.1084.450122	\$ 200.00	Ref. Temporary Water Hydrant ~	081821				
	020.230210	\$ 800.00	Ref. Temporary Water Hydrant ~	081821				
						08/31/2021	607911	\$ 1,000.00
005327 - SPIRIT CLOTHING COMPANY	055.7200.596702	\$ 4,534.92	Customer Incentive Program	081821				
						08/31/2021	607912	\$ 4,534.92
007152 - SUMMIT HOUSE	011.200100	\$ 270.00	Ref. Overpayment~	Ref000234198				
						08/31/2021	607913	\$ 270.00

**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 73  
SEPTEMBER 21, 2021**

**EARLY CHECKS**

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
001481 - VERIZON WIRELESS	055.9000.560010	\$ 916.56	Period: 05/11/21 - 06/10/21	9881609218				
	055.9000.560010	\$ 431.90	Period: 06/24/21 - 07/23/21	9884841881				
						08/31/2021	607914	\$ 1,348.46
006436 - WEST PICO DISTRIBUTORS, LLC	055.7200.596702	\$ 11,736.97	Customer Incentive Program	081821				
						08/31/2021	607915	\$ 11,736.97
000743 - XEROX FINANCIAL SERVICES, LLC	011.9019.590110	\$ 2,333.24	Lease Payment~	2671937				
						08/31/2021	607916	\$ 2,333.24
007125 - Z&K CONSULTANTS, INC	020.1084.900000	\$ 4,140.00	Construction Inspection Services~	2202				
						08/31/2021	607917	\$ 4,140.00
000686 - IGOE & COMPANY, INC	011.1026.594200	\$ 75.00	Participation Fee	236988				
						09/01/2021	607918	\$ 75.00
006429 - PJ'S SLEEP COMPANY, INC	055.7200.596702	\$ 603.33	Customer Incentive Program	051721				
						09/01/2021	607919	\$ 603.33
<b>TOTAL EARLY CHECKS</b>								<b>\$ 642,644.85</b>



**CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 73  
SEPTEMBER 21, 2021**

**RECAP BY FUND**

<b>FUND</b>	<b>ELECTRONIC TOTAL</b>	<b>EARLY CHECK TOTAL</b>	<b>WARRANT TOTAL</b>	<b>GRAND TOTALS</b>
011 - GENERAL	\$ 3,410,104.57	\$ 216,443.53	\$ 0.00	\$ 3,626,548.10
020 - WATER	715,208.44	344,508.22	0.00	1,059,716.66
055 - LIGHT & POWER	15,514,264.56	63,063.00	0.00	15,577,327.56
056 - NATURAL GAS	13,137.60	17,630.10	0.00	30,767.70
057 - FIBER OPTIC	42,556.36	1,000.00	0.00	43,556.36
<b>GRAND TOTAL</b>	<b>\$ 19,695,271.53</b>	<b>\$ 642,644.85</b>	<b>\$ 0.00</b>	<b>\$ 20,337,916.38</b>

**TOTAL CHECKS TO BE PRINTED 0**

CITY OF VERNON  
OPERATING ACCOUNT  
WARRANT REGISTER NO. 73  
SEPTEMBER 21, 2021

VOID LIST

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CHECK NUMBER	VENDOR NAME	AMOUNT
607774	CINTAS CORPORATION	\$ 616.54
607834	LUCAS, JASON	412.32

# City Council Agenda Item Report

Agenda Item No. COV-791-2021

Submitted by: John Lau

Submitting Department: Finance/Treasury

Meeting Date: September 21, 2021

## **SUBJECT**

City Payroll Warrant Register

## **Recommendation:**

Approve City Payroll Warrant Register No. 783, for the period of August 1 through August 31, 2021, totaling \$2,442,887.19 and consisting of ratification of direct deposits, checks and taxes totaling \$1,629,586.75 and ratification of checks and electronic fund transfers (EFT) for payroll related disbursements totaling \$813,300.44 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. 783 covering claims and demands presented during the period of August 1 through August 31, 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. 783, totals \$2,442,887.19. 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. 783.

## **Attachments:**

1. [City Payroll Account Warrant Register No. 783](#)

PAYROLL WARRANT REGISTER  
City of Vernon

No. **783** Month of **August 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.

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



\_\_\_\_\_  
Scott A. Williams  
Director of Finance / City Treasurer

Date: 9/9/2021

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**Payrolls reported for the month of August**

07/18/2021 - 07/31/2021, Paydate 08/12/2021

07/28/2021 - 07/29/2021, Paydate 08/12/2021

08/12/2021 - 08/12/2021, Paydate 08/12/2021

08/01/2021 - 08/14/2021, Paydate 08/26/2021

**Payment**

<b>Method</b>	<b>Date</b>	<b>Payment Description</b>	<b>Amount</b>
ACH	08/12/21	Net payroll, checks	\$ 7,580.84
ACH	08/12/21	Net payroll, direct deposits	582,292.35
ACH	08/12/21	Payroll taxes	153,531.62
ACH	08/12/21	Net payroll, direct deposits	65,732.04
ACH	08/12/21	Payroll taxes	29,987.30
ACH	08/12/21	Net payroll, checks	880.00
ACH	08/12/21	Net payroll, direct deposits	36,400.00
ACH	08/26/21	Net payroll, checks	9,539.15
ACH	08/26/21	Net payroll, direct deposits	587,183.94
ACH	08/26/21	Payroll taxes	156,459.51

**Total net payroll and payroll taxes****1,629,586.75**

11773	08/12/21	ICMA	26,714.64
11772	08/12/21	IBEW Dues	3,149.45
11771	08/12/21	Vernon Police Officers' Benefit Association	2,012.50
11776	08/16/21	CalPERS	186,006.53
11777	08/13/21	California State Disbursement Unit	41.53
11768	09/02/21	Mutual of Omaha	10,003.18
11769	09/03/21	AFLAC	9,791.84
11770	09/03/21	Colonial	6,403.79
11765	08/05/21	Blue Shield of California	323,234.21
11766	08/05/21	Metlife - Group Benefits	26,309.74
11767	08/11/21	MES Vision	3,684.27
11780	08/26/21	ICMA	27,028.25
11779	08/26/21	Teamsters Local 911	2,160.00
11778	08/26/21	Vernon Police Officers' Benefit Association	2,012.50
11783	08/27/21	CalPERS	184,706.48
11784	08/27/21	California State Disbursement Unit	41.53

**Payroll related disbursements, paid through  
Operating bank account****813,300.44****Total net payroll, taxes, and related disbursements****\$ 2,442,887.19**

JL

# City Council Agenda Item Report

Agenda Item No. COV-792-2021

Submitted by: Diana Figueroa

Submitting Department: Fire Department

Meeting Date: September 21, 2021

## **SUBJECT**

Fire Department Activity Report

## **Recommendation:**

Receive and file the July 2021 Fire Department Activity Report.

## **Background:**

Attached is a copy of a Fire Department Activity Report which covers the period of July 1 through July 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 - July 2021](#)

# Los Angeles County Fire Department

## July 2021 Vernon Report City Details

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)
07/01/21	LAC21201140	TCB	611 - Dispatched and cancelled en route	South DOWNEY VERNON CA 90058	South DOWNEY Road			
07/01/21	LAC21201398	ALRA	700 - False alarm or false call, other	4901 BANDINI VERNON CA 90201	4901 BANDINI Boulevard			
07/01/21	LAC21201623	SICKB	321 - EMS call, excluding vehicle accident with injury	3737 South SOTO VERNON CA 90058	3737 South SOTO Street	E52		
07/02/21	LAC21202417	ALRWF	611 - Dispatched and cancelled en route	4584 East 50TH VERNON CA 90058	4584 East 50TH Street			
07/02/21	LAC21202600	STRC	111 - Building fire	2440 East 38TH VERNON CA 90058	2440 East 38TH Street	S13	0	0
07/02/21	LAC21202702	INJA	321 - EMS call, excluding vehicle accident with injury	South PACIFIC VERNON CA 90058	South PACIFIC Boulevard	E52		
07/02/21	LAC21202889	TCB	321 - EMS call, excluding vehicle accident with injury	4260 CHARTER VERNON CA 90058	4260 CHARTER Street	E13		
07/02/21	LAC21203118	911	321 - EMS call, excluding vehicle accident with injury	East VERNON VERNON CA 90058	East VERNON Avenue	E52		
07/02/21	LAC21203159	BLEEDB	321 - EMS call, excluding vehicle accident with injury	4401 South DOWNEY VERNON CA 90058	4401 South DOWNEY Road	E13		
07/02/21	LAC21203168	CP	321 - EMS call, excluding vehicle accident with injury	3843 South SOTO VERNON CA 90058	3843 South SOTO Street	E52		
07/03/21	LAC21203440	ALRWF	700 - False alarm or false call, other	4423 BANDINI VERNON CA 90023	4423 BANDINI Boulevard	E27		
07/03/21	LAC21203452	SICKA	321 - EMS call, excluding vehicle accident with injury	5563 South ALCOA VERNON CA 90058	5563 South ALCOA Avenue	S13		
07/03/21	LAC21203800	RUB	611 - Dispatched and cancelled en route	East WASHINGTON VERNON CA 90023	East WASHINGTON Boulevard	E52		
07/03/21	LAC21204453	ALRA	500 - Service call, other	4900 South SOTO VERNON CA 90058	4900 South SOTO Street	E13		
07/04/21	LAC21205305	MISC1	150 - Outside rubbish fire, other	4462 South PACIFIC VERNON CA 90058	4462 South PACIFIC Boulevard	E52		
07/05/21	LAC21206448	TCB	300 - Rescue, EMS incident, other	3333 South DOWNEY VERNON CA 90023	3333 South DOWNEY Road	E52		
07/05/21	LAC21206516	ALRWF	611 - Dispatched and cancelled en route	4423 BANDINI VERNON CA 90023	4423 BANDINI Boulevard	Q27		
07/05/21	LAC21206894	UNC	300 - Rescue, EMS incident, other	2500 South ALAMEDA VERNON CA 90058	2500 South ALAMEDA Street	E52		
07/06/21	LAC21207768	STRC	442 - Overheated motor	3336 FRUITLAND VERNON CA 90058	3336 FRUITLAND Avenue	S13	0	0

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)
07/06/21	LAC21208037	STRC	700 - False alarm or false call, other	2360 East 48TH VERNON CA 90058	2360 East 48TH Street	E52		
07/06/21	LAC21208051	INJA	321 - EMS call, excluding vehicle accident with injury	2145 East 49TH VERNON CA 90058	2145 East 49TH Street	E13		
07/07/21	LAC21208641	GRS	600 - Good intent call, other	South ALAMEDA VERNON CA 90058	South ALAMEDA Street	E52		
07/07/21	LAC21208802	TCT	321 - EMS call, excluding vehicle accident with injury	East VERNON VERNON CA 90058	East VERNON Avenue	E52		
07/07/21	LAC21208927	EMS	321 - EMS call, excluding vehicle accident with injury	2164 25TH VERNON CA 90058	2164 25TH Street	E52		
07/07/21	LAC21208987	EMS	300 - Rescue, EMS incident, other	2601 South SOTO VERNON CA 90023	2601 South SOTO Street	E52		
07/07/21	LAC21209020	ALRWF	730 - System malfunction, other	5501 South DOWNEY VERNON CA 90058	5501 South DOWNEY Road			
07/07/21	LAC21209050	ALRWF	744 - Detector activation, no fire - unintentional	3751 SEVILLE VERNON CA 90058	3751 SEVILLE Avenue	E52		
07/07/21	LAC21209052	ALRA	730 - System malfunction, other	3300 BANDINI VERNON CA 90023	3300 BANDINI Boulevard	E13		
07/07/21	LAC21209056	ALRWF	611 - Dispatched and cancelled en route	3113 East 26TH VERNON CA 90023	3113 East 26TH Street			
07/07/21	LAC21209250	ALRA	700 - False alarm or false call, other	4500 BANDINI VERNON CA 90040	4500 BANDINI Boulevard	E27		
07/07/21	LAC21209476	INJA	300 - Rescue, EMS incident, other	2808 East 54TH VERNON CA 90058	2808 East 54TH Street	E13		
07/07/21	LAC21209752	CP	321 - EMS call, excluding vehicle accident with injury	South SOTO VERNON CA 90058	South SOTO Street	S13		
07/07/21	LAC21209756	UNC	300 - Rescue, EMS incident, other	3211 FRUITLAND VERNON CA 90058	3211 FRUITLAND Avenue	E13		
07/08/21	LAC21209785	SICKA	300 - Rescue, EMS incident, other	3375 FRUITLAND VERNON CA 90058	3375 FRUITLAND Avenue	S13		
07/08/21	LAC21209929	ALREMS	600 - Good intent call, other	3825 South SANTA FE VERNON CA 90058	3825 South SANTA FE Avenue	E52		
07/08/21	LAC21210143	INJB	321 - EMS call, excluding vehicle accident with injury	East 52ND DR VERNON CA 90270	East 52ND DR	E163		
07/08/21	LAC21210210	SICKA	300 - Rescue, EMS incident, other	2638 East VERNON VERNON CA 90058	2638 East VERNON Avenue	E52		
07/08/21	LAC21210900	VEHL		4310 MAYWOOD VERNON CA 90058	4310 MAYWOOD	E13		
07/09/21	LAC21211184	INJA	300 - Rescue, EMS incident, other	SANTA FE VERNON CA 90255	SANTA FE 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)
07/09/21	LAC21211388	ELEV	353 - Removal of victim(s) from stalled elevator	2761 FRUITLAND VERNON CA 90058	2761 FRUITLAND Avenue	E52		
07/09/21	LAC21211594	INJB	321 - EMS call, excluding vehicle accident with injury	2944 East 44TH VERNON CA 90058	2944 East 44TH Street	E52		
07/09/21	LAC21211829	ALRWF	735 - Alarm system sounded due to malfunction	3055 East 44TH VERNON CA 90058	3055 East 44TH Street	E52		
07/09/21	LAC21211928	EMS	321 - EMS call, excluding vehicle accident with injury	3301 East LEONIS VERNON CA 90058	3301 East LEONIS Boulevard	S13		
07/09/21	LAC21212001	DB	321 - EMS call, excluding vehicle accident with injury	5000 DISTRICT VERNON CA 90058	5000 DISTRICT Boulevard	S163		
07/10/21	LAC21212409	EYE	321 - EMS call, excluding vehicle accident with injury	4580 South PACIFIC VERNON CA 90058	4580 South PACIFIC Boulevard	E52		
07/10/21	LAC21212439	ALRWF	735 - Alarm system sounded due to malfunction	3113 East 26TH VERNON CA 90023	3113 East 26TH Street	E52		
07/10/21	LAC21212574	GRS	600 - Good intent call, other	710 FWY VERNON CA 90040	710 FWY	E27		
07/10/21	LAC21212584	MISC1	151 - Outside rubbish, trash or waste fire	East 55TH VERNON CA 90058	East 55TH Street	Q13		
07/10/21	LAC21212661	SICKB	300 - Rescue, EMS incident, other	3851 South SOTO VERNON CA 90058	3851 South SOTO Street	E52		
07/10/21	LAC21212669	911	321 - EMS call, excluding vehicle accident with injury	5669 South SANTA FE VERNON CA 90058	5669 South SANTA FE Avenue	E52		
07/10/21	LAC21212763	INVO	700 - False alarm or false call, other	South SANTA FE VERNON CA 90058	South SANTA FE Avenue			
07/11/21	LAC21214108	BACKA	321 - EMS call, excluding vehicle accident with injury	6100 MALBURG VERNON CA 90058	6100 MALBURG Way	S13		
07/11/21	LAC21214386	INVO	521 - Water evacuation	East SLAUSON VERNON CA 90058	East SLAUSON Avenue	Q13		
07/11/21	LAC21214439	ALRA	611 - Dispatched and cancelled en route	3188 East SLAUSON VERNON CA 90058	3188 East SLAUSON Avenue			
07/11/21	LAC21214559	SICKB	321 - EMS call, excluding vehicle accident with injury	South SOTO VERNON CA 90058	South SOTO Street	E52		
07/11/21	LAC21214608	GRS	151 - Outside rubbish, trash or waste fire	South SOTO VERNON CA 90058	South SOTO Street	E52		
07/12/21	LAC21214802	UNC	321 - EMS call, excluding vehicle accident with injury	2840 South ALAMEDA VERNON CA 90058	2840 South ALAMEDA Street	E52		
07/12/21	LAC21215024	TCA	321 - EMS call, excluding vehicle accident with injury	Atlantic South ATLANTIC VERNON CA 90040	Atlantic South ATLANTIC 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)
07/12/21	LAC21215057	CP	321 - EMS call, excluding vehicle accident with injury	3049 East VERNON VERNON CA 90058	3049 East VERNON Avenue	S13		
07/12/21	LAC21215222	INJA	321 - EMS call, excluding vehicle accident with injury	3650 East 26TH VERNON CA 90023	3650 East 26TH Street	E52		
07/12/21	LAC21215231	MISC1	600 - Good intent call, other	East WASHINGTON VERNON CA 90023	East WASHINGTON Boulevard	E52		
07/12/21	LAC21215399	GRS	900 - Special type of incident, other	3000 East 46TH VERNON CA 90058	3000 East 46TH Street	E52		
07/12/21	LAC21215580	DB	321 - EMS call, excluding vehicle accident with injury	2731 South SOTO VERNON CA 90023	2731 South SOTO Street	S13		
07/13/21	LAC21216226	INJA	321 - EMS call, excluding vehicle accident with injury	FRUITLAND VERNON CA 90058	FRUITLAND Avenue	E13		
07/13/21	LAC21216639	CHOKE	321 - EMS call, excluding vehicle accident with injury	East 52ND DR VERNON CA 90270	East 52ND DR	E163		
07/14/21	LAC21216997	ASSLTA	321 - EMS call, excluding vehicle accident with injury	4291 BANDINI VERNON CA 90023	4291 BANDINI Boulevard	S13		
07/14/21	LAC21217084	ALRWF	745 - Alarm system activation, no fire - unintentional	2275 East 37TH VERNON CA 90058	2275 East 37TH Street	E52		
07/14/21	LAC21217097	TCB	321 - EMS call, excluding vehicle accident with injury	South SANTA FE VERNON CA 90058	South SANTA FE Avenue	E52		
07/14/21	LAC21217595	TCA	321 - EMS call, excluding vehicle accident with injury	Soto FRUITLAND VERNON CA 90058	Soto FRUITLAND Avenue	E13		
07/14/21	LAC21217671	HYD	600 - Good intent call, other	East WASHINGTON VERNON CA 90023	East WASHINGTON Boulevard	E52		
07/14/21	LAC21218062	SICKA	321 - EMS call, excluding vehicle accident with injury	South SANTA FE VERNON CA 90058	South SANTA FE Avenue	E52		
07/15/21	LAC21218516	ASSLTB	321 - EMS call, excluding vehicle accident with injury	2820 South SOTO VERNON CA 90023	2820 South SOTO Street	E52		
07/15/21	LAC21218575	INVO	900 - Special type of incident, other	South DOWNEY VERNON CA 90023	South DOWNEY Road			
07/15/21	LAC21218692	ALRA	735 - Alarm system sounded due to malfunction	4615 South ALCOA VERNON CA 90058	4615 South ALCOA Avenue	E13		
07/15/21	LAC21218916	TREE	150 - Outside rubbish fire, other	BANDINI VERNON CA 90040	BANDINI Boulevard	Q27		
07/15/21	LAC21219192	SICKA	321 - EMS call, excluding vehicle accident with injury	3031 East VERNON VERNON CA 90058	3031 East VERNON Avenue	E52		
07/15/21	LAC21219275	INJA	321 - EMS call, excluding vehicle accident with injury	2501 South SANTA FE VERNON CA 90058	2501 South SANTA FE 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)
07/16/21	LAC21219288	YARD	600 - Good intent call, other	East 26TH VERNON CA 90023	East 26TH Street	BC13		
07/16/21	LAC21219297	YARD	151 - Outside rubbish, trash or waste fire	3770 East WASHINGTON VERNON CA 90023	3770 East WASHINGTON Boulevard	E52	0	0
07/16/21	LAC21219328	TCA	321 - EMS call, excluding vehicle accident with injury	2840 South ALAMEDA VERNON CA 90058	2840 South ALAMEDA Street	E52		
07/16/21	LAC21219666	RUB	150 - Outside rubbish fire, other	East WASHINGTON VERNON CA 90023	East WASHINGTON Boulevard	E52		
07/16/21	LAC21219761	ALRA	733 - Smoke detector activation due to malfunction	4383 East EXCHANGE VERNON CA 90058	4383 East EXCHANGE Avenue	E13		
07/16/21	LAC21219835	GRS	100 - Fire, other	East SLAUSON VERNON CA 90040	East SLAUSON Avenue	E163		
07/16/21	LAC21219861	TCA	322 - Motor vehicle accident with injuries	2046 East 52ND VERNON CA 90058	2046 East 52ND Street	E52		
07/16/21	LAC21220106	TCB	322 - Motor vehicle accident with injuries	South SOTO VERNON CA 90058	South SOTO Street	E52		
07/16/21	LAC21220115	GRS	150 - Outside rubbish fire, other	710 FWY VERNON CA 90040	710 FWY	E27		
07/16/21	LAC21220127	ALRA	700 - False alarm or false call, other	5525 South SANTA FE VERNON CA 90058	5525 South SANTA FE Avenue	E164		
07/16/21	LAC21220440	ALRWF	611 - Dispatched and cancelled en route	4423 BANDINI VERNON CA 90023	4423 BANDINI Boulevard			
07/17/21	LAC21220657	RUB	151 - Outside rubbish, trash or waste fire	East WASHINGTON VERNON CA 90023	East WASHINGTON Boulevard	E52		
07/17/21	LAC21220730	INVO	611 - Dispatched and cancelled en route	3851 South SANTA FE VERNON CA 90058	3851 South SANTA FE Avenue			
07/17/21	LAC21220879	EXPOSA	300 - Rescue, EMS incident, other	3030 South ATLANTIC VERNON CA 90040	3030 South ATLANTIC Boulevard	S13		
07/18/21	LAC21222306	ALRWF	744 - Detector activation, no fire - unintentional	3851 South SANTA FE VERNON CA 90058	3851 South SANTA FE Avenue	E52		
07/19/21	LAC21223138	VEH	131 - Passenger vehicle fire	4767 GIFFORD VERNON CA 90058	4767 GIFFORD Avenue	E163		10,000
07/19/21	LAC21223417	EMS	321 - EMS call, excluding vehicle accident with injury	4809 East 52ND VERNON CA 90270	4809 East 52ND Place	E27		
07/19/21	LAC21223633	TCP	321 - EMS call, excluding vehicle accident with injury	1234 FRUITLAND VERNON CA 90058	1234 FRUITLAND Avenue	S13		
07/20/21	LAC21224198	ALRA	700 - False alarm or false call, other	4440 East 26TH VERNON CA 90023	4440 East 26TH Street	E27		

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)
07/20/21	LAC21224402	DIAA	321 - EMS call, excluding vehicle accident with injury	4501 East 49TH VERNON CA 90058	4501 East 49TH Street	S13		
07/20/21	LAC21224717	UNC	300 - Rescue, EMS incident, other	4700 South BOYLE VERNON CA 90058	4700 South BOYLE Avenue	S13		
07/20/21	LAC21224732	RUB	154 - Dumpster or other outside trash receptacle fire	East WASHINGTON VERNON CA 90023	East WASHINGTON Boulevard	E27	500	
07/20/21	LAC21225033	EXPOSA	300 - Rescue, EMS incident, other	East 38TH VERNON CA 90058	East 38TH Street	E52		
07/20/21	LAC21225106	ALRWF	731 - Sprinkler activation due to malfunction	East 52ND ST VERNON CA 90058	East 52ND ST			
07/20/21	LAC21225122	STRC	611 - Dispatched and cancelled en route	3113 East 26TH VERNON CA 90023	3113 East 26TH Street	E164		
07/21/21	LAC21225501	SICKA	321 - EMS call, excluding vehicle accident with injury	South ATLANTIC VERNON CA 90058	South ATLANTIC Boulevard	E163		
07/21/21	LAC21225886	ALRA	611 - Dispatched and cancelled en route	4401 South DOWNEY VERNON CA 90058	4401 South DOWNEY Road			
07/21/21	LAC21226192	INJB	321 - EMS call, excluding vehicle accident with injury	3187 BANDINI VERNON CA 90023	3187 BANDINI Boulevard	E52		
07/21/21	LAC21226338	DIAA	321 - EMS call, excluding vehicle accident with injury	5401 South DOWNEY VERNON CA 90058	5401 South DOWNEY Road	S13		
07/21/21	LAC21226383	HYD	600 - Good intent call, other	5275 DISTRICT VERNON CA 90040	5275 DISTRICT Boulevard	E163		
07/22/21	LAC21226627	TCP	323 - Motor vehicle/pedestrian accident (MV Ped)	Sante fe East VERNON CA 90058	Sante fe East VERNON Avenue	E52		
07/22/21	LAC21226703	EMS	321 - EMS call, excluding vehicle accident with injury	1 South ATLANTIC VERNON CA 90058	1 South ATLANTIC Boulevard	S163		
07/22/21	LAC21226807	SZR	321 - EMS call, excluding vehicle accident with injury	4833 FRUITLAND VERNON CA 90058	4833 FRUITLAND Avenue	S163		
07/22/21	LAC21226822	EMS	321 - EMS call, excluding vehicle accident with injury	4600 South PACIFIC VERNON CA 90058	4600 South PACIFIC Boulevard	S13		
07/22/21	LAC21226934	PA	744 - Detector activation, no fire - unintentional	2000 East 49TH VERNON CA 90058	2000 East 49TH Street	E52		
07/22/21	LAC21227339	DB	321 - EMS call, excluding vehicle accident with injury	3336 FRUITLAND VERNON CA 90058	3336 FRUITLAND Avenue	S13		
07/23/21	LAC21227812	ALRWF	112 - Fires in structure other than in a building	4444 AYERS VERNON CA 90023	4444 AYERS Avenue	E27	20,000	20,000
07/23/21	LAC21227914	EMS	300 - Rescue, EMS incident, other	St BICKETT VERNON CA 90058	St BICKETT Street	E13		
07/23/21	LAC21227951	INVO	151 - Outside rubbish,	South SOTO VERNON	South SOTO Street	E52	0	0

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)
			trash or waste fire	CA 90058				
07/23/21	LAC21227973	TCB	600 - Good intent call, other	South SANTA FE VERNON CA 90058	South SANTA FE Avenue	E52		
07/23/21	LAC21228201	TCA	300 - Rescue, EMS incident, other	South DOWNEY VERNON CA 90058	South DOWNEY Road	S13		
07/24/21	LAC21229103	SICKB	321 - EMS call, excluding vehicle accident with injury	2407 East 38TH VERNON CA 90058	2407 East 38TH Street	E52		
07/24/21	LAC21229503	MISC1	600 - Good intent call, other	South ATLANTIC VERNON CA 90040	South ATLANTIC Boulevard			
07/25/21	LAC21230404	FLOOD	600 - Good intent call, other	South ATLANTIC VERNON CA 90040	South ATLANTIC Boulevard	Q27		
07/25/21	LAC21230409	EMS	321 - EMS call, excluding vehicle accident with injury	2221 East 55TH VERNON CA 90058	2221 East 55TH Street	S13		
07/25/21	LAC21230732	BACKB	321 - EMS call, excluding vehicle accident with injury	3031 East VERNON VERNON CA 90058	3031 East VERNON Avenue	E52		
07/25/21	LAC21231316	SICKA	321 - EMS call, excluding vehicle accident with injury	5000 South PACIFIC VERNON CA 90058	5000 South PACIFIC Boulevard	E52		
07/26/21	LAC21231503	DB	321 - EMS call, excluding vehicle accident with injury	2120 25TH VERNON CA 90058	2120 25TH Street	E52		
07/26/21	LAC21231538	ALREMS	744 - Detector activation, no fire - unintentional	2601 South SOTO VERNON CA 90023	2601 South SOTO Street	E52		
07/26/21	LAC21231989	SICKA	300 - Rescue, EMS incident, other	2590 HARRIETT VERNON CA 90058	2590 HARRIETT Street	S13		
07/27/21	LAC21232827	ALRA	611 - Dispatched and cancelled en route	3336 FRUITLAND VERNON CA 90058	3336 FRUITLAND Avenue	E13		
07/27/21	LAC21232855	ALRWFR	611 - Dispatched and cancelled en route	3301 East VERNON VERNON CA 90058	3301 East VERNON Avenue	E13		
07/27/21	LAC21232876	GRS	150 - Outside rubbish fire, other	South SOTO VERNON CA 90058	South SOTO Street	E13	0	0
07/27/21	LAC21232977	CP	321 - EMS call, excluding vehicle accident with injury	3364 East SLAUSON VERNON CA 90058	3364 East SLAUSON Avenue	S13		
07/27/21	LAC21233350	CP	321 - EMS call, excluding vehicle accident with injury	4580 South PACIFIC VERNON CA 90058	4580 South PACIFIC Boulevard	S13		
07/27/21	LAC21233748	ALRA	744 - Detector activation, no fire - unintentional	2263 East VERNON VERNON CA 90058	2263 East VERNON Avenue	E52		
07/28/21	LAC21234300	SICKB	321 - EMS call, excluding vehicle accident with injury	2546 South ALAMEDA VERNON CA 90058	2546 South ALAMEDA Street	E52		
07/28/21	LAC21234513	ABDB	300 - Rescue, EMS incident, other	East VERNON VERNON CA 90058	East VERNON Avenue	E13		
07/29/21	LAC21234907	ALRA	735 - Alarm system	2716 East LEONIS	2716 East LEONIS	E52		

[illegible]

**Los Angeles County Fire Department**  
City of Vernon July 2021 Incident Type and Totals

Cad Initial Cad Incident Type Description	Basic Incident Type Code And Description (FD1.21)	Number of incidents	Property Loss	Content Loss	Acres Burned
<b>Basic Incident Type Category (FD1.21): (None)</b>					
VEHL		1			
		<b>Total: 1</b>	<b>Total: \$0</b>	<b>Total: 0</b>	<b>Total: 0</b>
<b>Basic Incident Type Category (FD1.21): 1 - Fire</b>					
ALRWF	112 - Fires in structure other than in a building	1	\$20,000	20,000	0
GRS	100 - Fire, other	1			
GRS	150 - Outside rubbish fire, other	2	\$0	0	
GRS	151 - Outside rubbish, trash or waste fire	1			
INVO	150 - Outside rubbish fire, other	1			
INVO	151 - Outside rubbish, trash or waste fire	1	\$0	0	
MISC1	150 - Outside rubbish fire, other	1			
MISC1	151 - Outside rubbish, trash or waste fire	1			
RUB	150 - Outside rubbish fire, other	1			
RUB	151 - Outside rubbish, trash or waste fire	1			
RUB	154 - Dumpster or other outside trash receptacle fire	1	\$500		
STRC	111 - Building fire	1	\$0	0	
TREE	150 - Outside rubbish fire, other	1			
TREE	151 - Outside rubbish, trash or waste fire	1			
VEH	131 - Passenger vehicle fire	1		10,000	
YARD	151 - Outside rubbish, trash or waste fire	1	\$0	0	
		<b>Total: 17</b>	<b>Total: \$20,500</b>	<b>Total: 30,000</b>	<b>Total: 0</b>
<b>Basic Incident Type Category (FD1.21): 3 - Rescue &amp; Emergency Medical Service Incident</b>					
911	321 - EMS call, excluding vehicle accident with injury	2			
ABDB	300 - Rescue, EMS incident, other	1			
ASSLTA	321 - EMS call, excluding vehicle accident with injury	1			
ASSLTB	321 - EMS call, excluding vehicle accident with injury	1			
BACKA	321 - EMS call, excluding vehicle accident with injury	1			
BACKB	321 - EMS call, excluding vehicle accident with injury	1			
BEHAVA	300 - Rescue, EMS incident, other	1			
BLEEDA	320 - Emergency medical service, other	1			
BLEEDB	321 - EMS call, excluding vehicle accident with injury	1			

CHOKE	321 - EMS call, excluding vehicle accident with injury	1			
CP	321 - EMS call, excluding vehicle accident with injury	5			
DB	321 - EMS call, excluding vehicle accident with injury	4			
DIAA	321 - EMS call, excluding vehicle accident with injury	2			
ELEV	353 - Removal of victim(s) from stalled elevator	1			
EMS	300 - Rescue, EMS incident, other	2			
EMS	321 - EMS call, excluding vehicle accident with injury	6			
EXPOSA	300 - Rescue, EMS incident, other	2			
EYE	321 - EMS call, excluding vehicle accident with injury	1			
INJA	300 - Rescue, EMS incident, other	2			
INJA	321 - EMS call, excluding vehicle accident with injury	6			
INJB	321 - EMS call, excluding vehicle accident with injury	3			
SICKA	300 - Rescue, EMS incident, other	3			
SICKA	321 - EMS call, excluding vehicle accident with injury	5			
SICKB	300 - Rescue, EMS incident, other	1			
SICKB	321 - EMS call, excluding vehicle accident with injury	4			
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	4			
TCA	322 - Motor vehicle accident with injuries	1			
TCB	300 - Rescue, EMS incident, other	2			
TCB	321 - EMS call, excluding vehicle accident with injury	2			
TCB	322 - Motor vehicle accident with injuries	1			
TCP	321 - EMS call, excluding vehicle accident with injury	1			
TCP	323 - Motor vehicle/pedestrian accident (MV Ped)	1			
TCT	321 - EMS call, excluding vehicle accident with injury	1			
UNC	300 - Rescue, EMS incident, other	3			
UNC	321 - EMS call, excluding vehicle accident with injury	1			
		<b>Total: 77</b>	<b>Total: \$0</b>	<b>Total: 0</b>	<b>Total: 0</b>
<b>Basic Incident Type Category (FD1.21): 4 - Hazardous Condition (No Fire)</b>					
ALRWF	424 - Carbon monoxide incident	1			
INVI	424 - Carbon monoxide incident	1			
STRC	442 - Overheated motor	1	\$0	0	
		<b>Total: 3</b>	<b>Total: \$0</b>	<b>Total: 0</b>	<b>Total: 0</b>
<b>Basic Incident Type Category (FD1.21): 5 - Service Call</b>					
ALRA	500 - Service call, other	1			
ALRWF	522 - Water or steam leak	1			



HYD	520 - Water problem, other	1			
INVO	521 - Water evacuation	1			
		<b>Total: 4</b>	<b>Total: \$0</b>	<b>Total: 0</b>	<b>Total: 0</b>
<b>Basic Incident Type Category (FD1.21): 6 - Good Intent Call</b>					
ALRA	611 - Dispatched and cancelled en route	3			
ALREMS	600 - Good intent call, other	1			
ALRWF	611 - Dispatched and cancelled en route	4			
ALRWFR	611 - Dispatched and cancelled en route	1			
FLOOD	600 - Good intent call, other	1			
GRS	600 - Good intent call, other	2			
HYD	600 - Good intent call, other	2			
INVO	611 - Dispatched and cancelled en route	1			
MISC1	600 - Good intent call, other	2			
RUB	611 - Dispatched and cancelled en route	1			
STRC	611 - Dispatched and cancelled en route	1			
TCA	600 - Good intent call, other	2			
TCB	600 - Good intent call, other	1			
TCB	611 - Dispatched and cancelled en route	1			
YARD	600 - Good intent call, other	1			
		<b>Total: 24</b>	<b>Total: \$0</b>	<b>Total: 0</b>	<b>Total: 0</b>
<b>Basic Incident Type Category (FD1.21): 7 - False Alarm &amp; False Call</b>					
ALRA	700 - False alarm or false call, other	4			
ALRA	730 - System malfunction, other	1			
ALRA	733 - Smoke detector activation due to malfunction	1			
ALRA	735 - Alarm system sounded due to malfunction	4			
ALRA	744 - Detector activation, no fire - unintentional	1			
ALRA	745 - Alarm system activation, no fire - unintentional	1			
ALREMS	744 - Detector activation, no fire - unintentional	1			
ALRWF	700 - False alarm or false call, other	1			
ALRWF	730 - System malfunction, other	1			
ALRWF	731 - Sprinkler activation due to malfunction	2			
ALRWF	735 - Alarm system sounded due to malfunction	2			
ALRWF	744 - Detector activation, no fire - unintentional	2			
ALRWF	745 - Alarm system activation, no fire - unintentional	1			
INVO	700 - False alarm or false call, other	1			
PA	744 - Detector activation, no fire - unintentional	1			
STRC	700 - False alarm or false call, other	1			

		Total: 25	Total: \$0	Total: 0	Total: 0
Basic Incident Type Category (FD1.21): 9 - Special Incident Type					
GRS	900 - Special type of incident, other	1			
INVO	900 - Special type of incident, other	1			
		Total: 2	Total: \$0	Total: 0	Total: 0
		Total: 153	Total: \$20,500	Total: 30,000	Total:

# City Council Agenda Item Report

Agenda Item No. COV-756-2021

Submitted by: Donna Aggers

Submitting Department: Police Department

Meeting Date: September 21, 2021

## **SUBJECT**

Police Department Activity Report

## **Recommendation:**

Receive and file the July 2021 Police Department Activity 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 - July 2021](#)

# VERNON POLICE DEPARTMENT

## Department Activity Report

*First Date:* 07/01/2021

*Jurisdiction:* VERNON

*Last Date:* 07/31/2021

<i>Department</i>	<i>Complaint</i>	<i>All Units</i>	<i>Primary Unit</i>
<i>Type</i>	<i>Description</i>		
<b>VPD</b>			
10-6	OFFICER IS 10-6 C7,961,962,10-10, WASH, EQUIP	268	249
10-96C	10-96 CHARLES (CITY HALL SECURITY CHECK)	11	10
10-96H	PICK UP THE JAIL PAPER WORK FROM HP JAIL	4	4
140	SUPPLEMENTAL REPORT	8	6
166R	COURT ORDER VIOLATION REPORT	2	2
20002	NON-INJURY HIT AND RUN	10	6
20002R	NON-INJURY HIT AND RUN REPORT	22	14
211	ROBBERY	5	1
211R	ROBBERY REPORT	9	1
211S	SILENT ROBBERY ALARM	15	4
242	BATTERY	8	3
242R	BATTERY REPORT	2	1
245	ASSAULT WITH A DEADLY WEAPON	6	2
273.5	DOMESTIC VIOLENCE	11	4
314	INDECENT EXPOSURE	4	2
415	DISTURBING THE PEACE	73	27
415R	DISTURBING THE PEACE REPORT	1	1
417	BRANDISHING A WEAPON	8	2
459	BURGLARY	10	2
459A	AUDIBLE BURGLARY ALARM	343	161
459R	BURGLARY REPORT	12	6
459S	SILENT BURGLARY ALARM	12	6
459VR	BURGLARY TO A VEHICLE REPORT	10	6
484	PETTY THEFT	20	5
484R	PETTY THEFT REPORT	11	6
487R	GRAND THEFT REPORT	19	15
586	PARKING PROBLEM	55	47
594	VANDALISM	26	7
594R	VANDALISM REPORT	17	12
602	TRESPASS	59	23
647F	DRUNK IN PUBLIC	3	1
653MR	ANNOYING PHONE CALLS REPORT	1	1

# VERNON POLICE DEPARTMENT

## Department Activity Report

*First Date:* 07/01/2021

*Jurisdiction:* VERNON

*Last Date:* 07/31/2021

<i>Department</i>	<i>Complaint</i>	<i>All Units</i>	<i>Primary Unit</i>
<i>Type</i>	<i>Description</i>		
<b>VPD</b>			
901	UNKNOWN INJURY TRAFFIC COLLISION	5	2
901T	INJURY TRAFFIC COLLISION	20	7
901TR	INJURY TRAFFIC COLLISION REPORT	13	5
902T	NON-INJURY TRAFFIC COLLISION	110	58
902TR	NON-INJURY TRAFFIC COLLISION REPORT	11	6
909C	TRAFFIC CONTROL	2	2
909E	TRAFFIC ENFORCEMENT	1	1
909T	TRAFFIC HAZARD	4	3
911	911 MISUSE / HANGUP	11	6
911A	CONTACT THE REPORTING PARTY	33	19
917A	ABANDONED VEHICLE	18	12
920PR	LOST PROPERTY REPORT	2	1
925	SUSPICIOUS CIRCUMSTANCES	85	37
927	UNKNOWN TROUBLE	5	2
A459R	ATTEMPT BURGLARY REPORT	1	1
A484R	ATTEMPT PETTY THEFT REPORT	1	1
A487R	ATTEMPT GRAND THEFT REPORT	6	3
AGTA	ATTEMPT GRAND THEFT AUTO	2	2
AGTAR	ATTEMPT GRAND THEFT AUTO REPORT	1	1
AR LOG	UPDATE THE AR LOG	1	1
ASSISTFD	ASSIST FIRE DEPARTMENT	39	19
BOSIG	BROKEN SIGNAL OR LIGHT	5	4
BOVEH	BROKEN DOWN VEHICLE	35	24
CITCK	CITATION CHECK	2	2
CIVIL	CIVIL MATTER	3	2
CODE5	SURVEILLANCE/STAKE-OUT	6	3
COP	COP DETAIL	8	6
DET	DETECTIVE INVESTIGATION	43	22
DETAIL	DETAIL	9	7
DPTAST	DEPARTMENTAL ASSIST	9	7
DUI	DRIVING UNDER THE INFLUENCE	15	7
FILING	OFFICER IS 10-6 REPORT WRITING	123	118

# VERNON POLICE DEPARTMENT

## Department Activity Report

*First Date:* 07/01/2021

*Jurisdiction:* VERNON

*Last Date:* 07/31/2021

<i>Department</i>	<i>Complaint</i>	<i>All Units</i>	<i>Primary Unit</i>
<i>Type</i>	<i>Description</i>		
<b>VPD</b>			
FU	FOLLOW UP	18	15
GTA	GRAND THEFT AUTO	3	1
GTAR	GRAND THEFT AUTO REPORT	16	12
HBC	HAILED BY A CITIZEN	32	15
ILLDPG	ILLEGAL DUMPING	1	0
ILLDPG RPT	ILLEGAL DUMPING REPORT	6	4
KTP	KEEP THE PEACE	4	2
LOCATE	LOCATED VERNON STOLEN VEHICLE / PLATES VI	6	6
LOJACK	LOJACK HIT	6	5
LPR	LICENSE PLATE READER	1	1
MISPLOCATE	LOCATED MISSING PERSON REPORT	5	1
MR60	MISC REPORT	5	3
PANIC ALARM	PANIC ALARM/DURESS ALARM	9	4
PAPD	PUBLIC ASSIST-POLICE	20	15
PATCK	PATROL CHECK	410	345
PEDCK	PEDESTRIAN CHECK	108	55
PRSTRAN	PRISONER TRANSPORTED	11	10
REC	RECOVERED STOLEN VEHICLE IN THE FIELD	52	22
RECKLESS DF	RECKLESS DRIVING (23103)	9	6
REPO	REPOSSESSION	1	1
ROADRAGE	ROAD RAGE	1	1
RR	RAIL ROAD PROBLEM	2	2
SEAACA	SEAACA ANIMAL CALLS	7	4
SPEED	SPEED CONTEST OR SPEEDING (23109)	13	5
SRMET	SRMET DETAIL	4	1
TEST	TEST CALL	3	2
TRAFFIC STO	TRAFFIC STOP	255	180
TRAINING	TRAINING TEST CALL	2	1
UNATTACHED	UNATTACHED TRAILER	3	3
VCK	VEHICLE CHECK	197	173
VEH RELEASE	VEHICLE RELEASE	5	4
WARRANT	WARRANT ARREST	1	1

# VERNON POLICE DEPARTMENT

## Department Activity Report

*First Date:* 07/01/2021

*Last Date:* 07/31/2021

*Jurisdiction:* VERNON

<i>Department</i>	<i>Complaint</i>		<i>All Units</i>	<i>Primary Unit</i>
	<i>Type</i>	<i>Description</i>		
VPD				
	WELCK	WELFARE CHECK	59	28
<i>Department:</i>			<b>2969</b>	<b>1956</b>
<i>Overall:</i>			<b>2969</b>	<b>1957</b>

# VERNON POLICE DEPARTMENT

## Police Activity Report

**Period Ending: 07/31/21**

### **TRAFFIC COLLISIONS**

	<b><u>NO.</u></b>
<b>TOTAL</b>	48
NON-INJURY	37
INJURY	11
Persons Injured	14
Pedestrian	0
Fatalities	0
City Property Damage	4
Hit & Run (Felony)	0
Hit & Run (Misdemeanor)	12

### **PROPERTY RECOVERED**

VEHICLES: \$143,000

### **VEHICLES STORED**

Unlicensed Driver/Impounded Vehicle	5
Unattached Trailer	0
Abandoned/Stored Vehicle	18
Traffic Hazard	0

### **PROPERTY RECOVERED FOR OTHER DEPARTMENTS**

VEHICLES: \$66,550

### **CITATIONS**

Citations Iss (Prisoner Release)	45
Citations Iss (Other Violations)	0
Parking	81
Hazardous	47
Non-Hazardous	38
Citations Iss (Moving)	85
Citations Iss (Total)	166

### **CASES CLEARED BY ARREST**

AR21-187	CR21-1081	148(A)1 PC	AR21-208	CR21-1169	11364 HS
AR21-188	CR21-1081	11350(A) HS	AR21-209	CR21-1171	10851(A) VC
AR21-190	CR21-1099	459 PC	AR21-210	CR21-1174	148 PC
AR21-192	CR21-1104	11364 HS	AR21-211	CR21-1186	14601.2 VC
AR21-193	CR21-1106	11364 HS	AR21-214	CR21-1195	11364 HS
AR21-194	CR21-1109	23103(C) VC	AR21-217	CR21-1231	602(M) PC
AR21-195	CR21-1056	459 PC	AR21-218	CR21-1231	602(M) PC
AR21-196	CR21-1123	11364 HS	AR21-219	CR21-1231	10851(A) VC
AR21-197	CR21-1126	487 PC	AR21-220	CR21-1235	11377 HS
AR21-199	CR21-1136	10851(A) VC	AR21-221	CR21-1242	29800 PC
AR21-200	CR21-1138	11364 HS	AR21-222	CR21-1243	242 PC
AR21-201	CR21-1143	602(M) PC	AR21-223	CR21-1250	273.5(A) PC
AR21-202	CR21-1146	10851(A) VC	AR21-224	CR21-1251	29800(A)1 PC
AR21-203	CR21-1149	594(F) PC	AR21-225	CR21-1255	10851(A) VC
AR21-206	CR21-1153	273.5(A) PC	AR21-226	CR21-1258	10851(A) VC
AR21-207	CR21-1167	242 PC			



**VERNON POLICE DEPARTMENT**  
**REPORT FOR PERSONS ARRESTED**  
 PERIOD ENDING: 07/31/2021

<b>ADULT FELONY ARRESTS AND DISPOSITIONS</b>			
	<b>MALE</b>	<b>FEMALE</b>	<b>TOTAL</b>
ARSON			
ASSAULT			
BURGLARY (& ATTEMPTED)		2	2
CORPORAL INJURY ON SPOUSE/COHABITANT	2		2
DRIVING UNDER THE INFLUENCE w/ INJURY			
FORGERY			
GRAND THEFT: AUTO (& ATTEMPTED)	6		6
GRAND THEFT: PROPERTY (& ATTEMPTED)	1		1
PAROLE HOLD			
POSSESSION OF FIREARM	1	1	2
VANDALISM			0
WARRANT (VERNON)	2	1	3
WARRANT (OUTSIDE AGENCY)			
<b>TOTAL FELONY ARRESTS</b>	<b>12</b>	<b>4</b>	<b>16</b>

<b>ADULT MISDEMEANOR ARRESTS AND DISPOSITIONS</b>			
	<b>MALE</b>	<b>FEMALE</b>	<b>TOTAL</b>
ASSAULT			
BATTERY	2		2
CARRY LOADED FIREARM PERSON/VEH			
CARRYING A DIRK/DAGGER			
DRIVING WITH SUSPENDED LICENSE	1		1
DUI	2		2
HIT/RUN			
PETTY THEFT			
POSSESSION OF NARCOTICS	2		2
POSSESSION OF PARAPHERNALIA	6		6
POSSESSION OF STOLEN PROPERTY			
RECKLESS DRIVING	1		1
RESISTING/OBSTRUCTING	2		2
TRESPASSING	2	1	3
VANDALISM	1		1
VIOLATE COURT ORDER			
WARRANT (OUTSIDE AGENCY)	1		1
WARRANT (VERNON)	2	1	3
<b>TOTAL MISD. ARRESTS</b>	<b>22</b>	<b>2</b>	<b>24</b>

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

TOTAL FELONY ARRESTS (ADULT) TO DATE:	82
TOTAL MISDEMEANOR ARRESTS (ADULT) TO DATE:	145
TOTAL JUVENILES DETAINED (FELONY AND MISDEMEANOR) TO DATE:	
<b>TOTAL ARRESTS AND DETAINED JUVENILES (FELONY AND MISDEMEANOR) TO DATE:</b>	<b>227</b>

# VERNON POLICE DEPARTMENT

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

First Date: 07/01/2021

Jurisdiction: VERNON

Last Date: 07/01/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210712777												
	RPT	07/01/2021	06:00:54	AT&T MOBILITY 800 635 6840 4								
	OR	902TR		E DISTRICT BL // DOWNEY RD, VERNON								
			VPD	CERDA,EUGENIO	*41E		06:02:19	06:05:18				06:40:40
			VPD	STEVENSON,KEN	22			06:04:42			06:37:45	
			VPD	CERDA,PAUL,JR	43W			06:04:25			06:37:48	
				MR C TOW	MR C TO		06:05:44	06:13:38				06:40:40
20210712781												
	VREC	07/01/2021	07:54:22									
	RPT	REC		3630 HOLABIRD AV, VERNON								
			VPD	CAM,PATRICK	*43E			07:54:22				09:03:31
				USTOW	US TOW	07:55:40	07:55:41	08:11:49				09:03:31
20210712790												
	RPT	07/01/2021	09:53:20	T-Mobile USA 888-662-4662 opt 4								
		902T		4309 E DISTRICT BL, VERNON								
			VPD	CAM,PATRICK	*43E		10:06:22	10:10:21				11:12:05
			VPD	HERNANDEZ,MIG	40			10:27:41				11:12:05
20210712813												
	RPT	07/01/2021	14:21:49	MCDONALD'S								
		484		3737 S SOTO, VERNON								
			VPD	LANDA,RAFAEL	*XS			14:27:24			15:17:46	
			VPD	CAM,PATRICK	43E			14:46:17			15:17:41	
			VPD	VASQUEZ,LUIS	44W		14:37:40	14:46:46				16:37:25
			VPD	RAMOS,JOSE	47		14:27:28	14:34:11			15:17:43	
			VPD	REYNA,JOSE S	5D23			14:28:44			15:56:17	
			VPD	GRAY,BRANDON	L1			14:27:39			14:49:38	
			VPD	PEREZ,NICK	L2			14:27:25			15:17:44	
20210712814												
	RPT	07/01/2021	15:45:44	YU EXPRESS USA								
		245		5215 S BOYLE AV, VERNON								

# VERNON POLICE DEPARTMENT

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

First Date: 07/01/2021

Jurisdiction: VERNON

Last Date: 07/01/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210712814												
	RPT	07/01/2021	15:45:44	YU EXPRESS USA								
		245		5215 S BOYLE AV, VERNON								
			VPD	CAM,PATRICK	*43E	15:47:17	15:47:41	15:48:50				18:18:54
			VPD	RAMOS,JOSE	47	15:47:18	15:47:43	15:56:01			15:58:36	
			VPD	OURIQUE,CARLO	5D35		16:00:20					16:23:28
20210712817												
	1015	07/01/2021	16:06:15	GREAT AMERICAN PACKAGING								
	RPT	594		4361 S SOTO, VERNON								
			VPD	RAMOS,JOSE	*47	16:07:17	16:07:31	16:11:06				17:37:06
			VPD	CAM,PATRICK	43E		16:23:38	16:25:39			17:17:34	
			VPD	VASQUEZ,LUIS	44W		16:37:28	16:42:06			17:17:59	
			VPD	GRAY,BRANDON	L1		16:12:26	16:20:37			16:37:35	
			VPD	LANDA,RAFAEL	XS			16:14:58			16:55:17	
20210712818												
	VI	07/01/2021	16:29:36									
		DET		451 MANHATTAN BEACH, MANHATTAN BCH								
			VPD	ENCINAS,ANTHOI	*5D31		16:29:36	16:37:44				18:44:57
			VPD	OURIQUE,CARLO	5D35			16:37:41				18:44:57
				MR C TOW	MR C TO	17:24:15	17:24:16	18:16:49				18:44:56
20210712822												
	VI	07/01/2021	18:45:37	MANHATTAN BEACH PIZZERIA								
		FU		133 MANHATTAN BEACH BL, MANHATTAN BCH								
			VPD	OURIQUE,CARLO	*5D35			18:45:37				20:11:06
			VPD	ENCINAS,ANTHOI	5D31			18:46:44				20:11:06
20210712824												
	VREC	07/01/2021	19:17:16	SOUTH GATE PD								
		LOCATE		3613 INDEPENDENCE AVE, SOUTHGATE								
			VPD	RECORDS BUREAU	*RECD			19:23:00				
20210712836												

# VERNON POLICE DEPARTMENT

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

First Date: 07/01/2021

Jurisdiction: VERNON

Last Date: 07/01/2021

Call Number	Disp	Ten	Received	Caller		Unit Time							
		Code	Complaint	Address	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp	
20210712836													
	RPT		07/01/2021	23:48:15									
	1015		TRAFFIC STOP		SEVILLE AV // LEONIS BL, VERNON				Department VPD	OCA Number CR20211082	RMS Juris CA0197300		
	VI												
				VPD	ESTRADA,IGNACI					23:48:15		00:39:15	
				VPD	CERDA,EUGENIO					23:48:17		01:27:45	
				VPD	MADRIGAL,ALFOI			23:53:58		23:54:05			01:59:33
					USTOW	US TOW	00:34:57	00:34:57		00:46:04		01:01:10	

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 07/02/2021

Jurisdiction: VERNON

Last Date: 07/02/2021

Call Number	Disp	Ten	Received	Caller										
		Code	Complaint	Address	Unit Time									
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp		
20210712844														
	RPT	07/02/2021	04:36:07	GOLDEN WEST TRADING					Department	OCA Number	RMS Juris			
		594R		EXCHANGE AV // DOWNEY RD, VERNON					VPD	CR20211083	CA0197300			
			VPD	MADRIGAL,ALFOI	*32E	04:56:48	04:56:55	05:04:10			05:28:42			
			VPD	NEWTON,TODD	41W			05:04:27			05:28:44			
20210712864														
	RPT	07/02/2021	12:58:11	WHOLESALE FASHION SQUARE					Department	OCA Number	RMS Juris			
		487R		4927 ALCOA AV, VERNON					VPD	CR20211084	CA0197300			
			VPD	REDONA,BRYAN	*40E	12:59:26	12:59:27	13:07:41				13:27:28		
20210712867														
	RPT	07/02/2021	14:21:21	T-Mobile USA 888-662-4662 opt 4					Department	OCA Number	RMS Juris			
		902T		4295 CHARTER AV, VERNON					VPD	CR20211085	CA0197300			
			VPD	REDONA,BRYAN	*40E	14:22:40	14:22:41	14:27:21				14:55:17		
20210712868														
	RPT	07/02/2021	15:05:32	26 CALIFORNIA BAZAR					Department	OCA Number	RMS Juris			
		484R		2845 E 26TH, VERNON					VPD	CR20211087	CA0197300			
			VPD	REDONA,BRYAN	*40E	15:06:30	15:06:31				15:07:05			
			VPD	DOCHERTY,MICH	43		15:07:03	15:18:57				16:44:17		
20210712869														
	RPT	07/02/2021	15:21:29	MIKAWAYA					Department	OCA Number	RMS Juris			
		487R		5563 ALCOA AV, VERNON					VPD	CR20211086	CA0197300			
			VPD	REDONA,BRYAN	*40E	15:23:20	15:23:20	15:25:06				15:40:00		
20210712870														
	VREC	07/02/2021	15:49:29	3770 E WASHINGTON BL, VERNON					Department	OCA Number	RMS Juris			
		REC							VPD	CR20211090	CA0197300			
			VPD	REDONA,BRYAN	*40E	15:51:30	15:51:32	16:00:59				16:57:53		
20210712871														

# VERNON POLICE DEPARTMENT

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

First Date: 07/02/2021

Jurisdiction: VERNON

Last Date: 07/02/2021

Call Number	Disp	Ten	Received	Caller		Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp	
20210712871															
	RPT		07/02/2021	15:52:04	T-Mobile USA 888-662-4662 opt 4										
			20002		DOWNEY RD // VERNON, VERNON										
				VPD	CAM,PATRICK		*47W	15:55:54	15:55:55	15:58:46			17:16:31		
									Department	OCA Number		RMS Juris			
									VPD	CR20211088		CA0197300			
									VPD	CR20211089		CA0197300			
20210712877															
	RPT		07/02/2021	17:29:33	CHP										
	OR		902T		S ATLANTIC BL // BANDINI BL, VERNON										
				VPD	REDONA,BRYAN		*40E	17:30:49	17:30:50	17:38:14				18:33:47	
					MR C TOW		MR C TO	17:47:28	17:47:29	18:07:13				18:33:47	
20210712878															
	RPT		07/02/2021	17:57:18	UNK										
			20002R		3240 E 26TH, VERNON										
				VPD	DOCHERTY,MICH		*43	18:11:45	18:11:45	18:22:12			18:56:13		
									Department	OCA Number		RMS Juris			
									VPD	CR20211092		CA0197300			
20210712902															
	VI		07/02/2021	22:12:45											
	RPT		VCK		MINERVA // 26TH, VERNON										
				VPD	ESTRADA,IGNACI		*S3			22:12:45			22:53:35		
				VPD	FLORES,TERESA		32W			22:16:33				23:18:47	
					USTOW		US TOW	22:18:45	22:18:45	22:27:24				23:18:47	

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 07/03/2021

Jurisdiction: VERNON

Last Date: 07/03/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210712913												
	RPT	07/03/2021 459R	01:35:19	NORMAN FOX CO 5511 S BOYLE AV, VERNON								
			VPD	ARANA,ANDRE	*31E	01:36:08	01:36:28	01:38:54				06:29:38
			VPD	NEWTON,TODD	41	01:36:10	01:36:29	01:40:25				06:29:39
20210712919												
	VREC RPT	07/03/2021 REC	02:42:24	SEVILLE AV // VERNON AV, VERNON								
			VPD	FLORES,TERESA	*32W			02:42:24				03:19:25
				MR C TOW	MR C TO	02:45:04	02:45:04	02:57:12				03:19:25
20210712921												
	RPT	07/03/2021 487R	03:31:22	TINAS BURRITOS 2638 E VERNON AV, VERNON								
			VPD	FLORES,TERESA	*32W	03:32:57	03:32:59	03:37:26				04:45:30
20210712940												
	RPT	07/03/2021 459R	10:35:47	FARHAN 2916 S SANTA FE AV, VERNON								
			VPD	REDONA,BRYAN	*40W	10:37:03	10:37:18	10:42:57				11:42:45
20210712942												
	VREC	07/03/2021 REC	10:50:55	E 49TH // EVERETT CT, VERNON								
			VPD	SALDANA,CARLO	*32E			10:50:55				11:33:31
			VPD	MACIEL,CYNTHIA	43E			10:58:13			11:21:05	
				USTOW	US TOW	11:04:49	11:04:50	11:21:01				11:33:32
20210712947												
	1015 RPT	07/03/2021 459A	12:24:25	PACIFIC GIANT 4625 E DISTRICT BL, VERNON								
			VPD	SALDANA,CARLO	*32E	12:25:17	12:25:31	12:28:44			15:07:15	
			VPD	REDONA,BRYAN	40W		12:32:24	12:36:24			13:58:59	

# VERNON POLICE DEPARTMENT

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

First Date: 07/03/2021

Jurisdiction: VERNON

Last Date: 07/03/2021

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time				
								Dep	Officer	Unit	Dispatch	Enroute
20210712947												
	1015		07/03/2021	12:24:25			PACIFIC GIANT					
	RPT		459A				4625 E DISTRICT BL, VERNON					
				VPD	MACIEL,CYNTHIA		43E		12:39:22	12:39:32		14:37:36
				VPD	CAM,PATRICK		47W		12:32:26	12:36:15		13:25:35
20210712949												
	1015		07/03/2021	14:07:56			61ST // CARMELITA, VERNON					
			WARRANT									
				VPD	REDONA,BRYAN		*40W		14:09:40	14:12:41		15:13:06
20210712950												
	RPT		07/03/2021	14:10:02			JOSE					
			GTAR				MINERVA // 26TH, VERNON					
				VPD	CAM,PATRICK		*47W		14:27:44	14:34:37		15:23:56
				VPD	REDONA,BRYAN		40W		15:22:44			15:23:08
20210712957												
	VREC		07/03/2021	16:06:42			B AND H TOW					
			LOCATE				101ST // PRAIRE, INGLEWOOD					
				VPD	RECORDS BUREAU		*RECD			16:37:23		17:24:22
20210712959												
	RPT		07/03/2021	16:32:47			CHARLOTTE AVERY INC					
	FI		594				2910 SANTA FE, VERNON					
				VPD	CAM,PATRICK		*47W		16:33:59	16:41:52		17:28:17
				VPD	SALDANA,CARLO		32E		16:42:45	16:47:29		16:55:33
				VPD	REDONA,BRYAN		40W			16:35:31		17:28:16
20210712961												
	VS		07/03/2021	17:07:43								
	RPT		VCK				FRUITLAND AV // GIFFORD AV, VERNON					
				VPD	MACIEL,CYNTHIA		*43E			17:07:43		17:49:52
					MR C TOW		MR C TO	17:10:36	17:10:37	17:31:36		17:49:52



# VERNON POLICE DEPARTMENT

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

First Date: 07/03/2021

Jurisdiction: VERNON

Last Date: 07/03/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210712963												
	RPT		07/03/2021	18:53:22	UNK							
		A487R		6250 S BOYLE AV, VERNON								
			VPD	SALDANA,CARLO	*32E	18:58:29	18:58:30				18:59:47	
			VPD	LUCAS,JASON	21W		19:08:47	19:13:36			19:25:29	
			VPD		41E			19:19:26				19:36:29
			VPD	MADRIGAL,ALFOI	44E			19:14:09				19:36:29
20210712988												
	1015		07/03/2021	23:55:42								
	RPT		PEDCK	2601 S SANTA FE AV, VERNON S/A 7								
	CITE											
			VPD	LUCAS,JASON	*21W			23:55:42				00:27:09
			VPD	ARANA,ANDRE	31W		23:55:45	23:59:48			00:25:28	

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 07/04/2021

Jurisdiction: VERNON

Last Date: 07/04/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210712998												
	RPT		07/04/2021	01:21:49	PRISCILLA							
		594R			S ATLANTIC BL // DISTRICT BL, VERNON							
			VPD	GODOY,RAYMON	*41E	01:24:12	01:30:15					02:01:37
			VPD	MADRIGAL,ALFOI	44E	01:24:13	01:30:11					02:01:37
20210713002												
	SUP		07/04/2021	02:05:32	LASO ELA							
		140			S ATLANTIC BL // BANDINI BL, VERNON							
			VPD	MADRIGAL,ALFOI	*44E	02:06:31	02:11:14				02:35:46	
			VPD	GODOY,RAYMON	41E		02:11:39					02:39:43
20210713015												
	1015		07/04/2021	07:08:26								
	RPT		PEDCK		2661 E 46TH, VERNON							
	CITE											
			VPD	LUCAS,JASON	*21W		07:08:26					07:48:34
			VPD		40W	07:09:34	07:19:57				07:44:18	
			VPD		43E	07:16:46	07:19:59				07:44:20	
20210713037												
	RPT		07/04/2021	15:51:00	COLONIAL VAN LINES							
		459VR			5993 MALBURG WY, VERNON							
			VPD	MANNINO,NICHOI	*43E	16:23:11	16:25:42					17:07:44
			VPD	DOCHERTY,MICH	44		16:27:20					17:07:45

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 07/05/2021

Jurisdiction: VERNON

Last Date: 07/05/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210713069												
	VS		07/05/2021	02:40:22								
	RPT		VCK	S ALAMEDA // 25TH, VERNON								
			VPD	GODOY,RAYMON	*41W			02:40:22			03:18:05	
			VPD	LUCAS,JASON	47		02:40:48	02:47:36			03:05:40	
20210713070												
	1015		07/05/2021	03:17:10								
	RPT		TRAFFIC STOP	PACIFIC BL // FRUITLAND AV, VERNON								
	CITE											
			VPD	LUCAS,JASON	*47			03:17:10				04:13:26
			VPD	ARANA,ANDRE	31E		03:17:42	03:18:30			04:06:31	
			VPD	GODOY,RAYMON	41W		03:18:07				03:19:29	
			VPD	ESTRADA,IGNACI	S3		03:40:51	03:52:24			04:04:20	
20210713088												
	RPT		07/05/2021	08:06:39								
			594R	RELIABLE TAPE PRODUCTS 3300 E 50TH, VERNON								
			VPD	FINO,MARCUS	*44W	08:08:50	08:09:09				08:09:33	
			VPD	HERNANDEZ,MIG	43E		08:09:31	08:13:03				09:16:40
20210713091												
	VI		07/05/2021	09:10:44								
	CITE		VCK	DOWNEY RD // HOLABIRD AV, VERNON								
	RPT											
			VPD	SWINFORD,PHILL	*47			09:10:45				09:43:36
20210713128												
	RPT		07/05/2021	16:24:31								
			MR60	2801 LEONIS BL, VERNON								
			VPD	HERNANDEZ,MIG	*43E			16:24:32			16:56:16	
			VPD	VILLEGAS,RICHA	XS			16:32:25			16:46:46	

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 07/06/2021

Jurisdiction: VERNON

Last Date: 07/06/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210713154												
VS		07/06/2021	00:38:44									
RPT		VCK		3000 E 46TH, VERNON								
				VPD CERDA,PAUL,JR	*40E			00:38:44				01:34:53
				VPD CERDA,EUGENIO	47W			00:38:48				01:34:53
20210713173												
RPT		07/06/2021	08:27:36									
1015		DET		6023 ALCOA AV, VERNON								
				VPD OURIQUE,CARLO	*5D35			08:27:36				09:39:52
				VPD FINO,MARCUS	41W	08:32:52	08:32:59	08:38:07				09:39:51
				VPD HERRERA,GUSTAF	5D30			08:34:12				09:39:52
20210713190												
RPT		07/06/2021	15:47:15	ROSE AND SHORE								
		GTAR		5151 ALCOA AV, VERNON								
				VPD SWINFORD,PHILL	*44	15:50:55	15:51:17	16:04:22				16:27:33
20210713204												
OR		07/06/2021	20:09:23									
VOID		917A		DOWNEY RD // WASHINGTON BL, VERNON								
				VPD FLORES,TERESA	*32E	20:09:50	20:10:35	20:17:02				20:58:42
				VPD CERDA,EUGENIO	40W			20:39:09				20:58:42
20210713213												
VS		07/06/2021	23:38:16									
RPT		VCK		4863 E 50TH, VERNON								
				VPD CERDA,PAUL,JR	*43			23:38:16				01:38:45

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 07/07/2021

Jurisdiction: VERNON

Last Date: 07/07/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210713234												
	RPT		07/07/2021	06:33:35	HPPD							
		902T			3800 S SANTA FE AV, VERNON							
				VPD	CERDA,EUGENIO	*40W	06:34:37	06:34:50	06:37:24			07:37:50
				VPD		41W		06:53:27	06:59:15			07:37:50
20210713235												
	RPT		07/07/2021	06:52:10	VERIZON WIRELESS 1-800-451-5242							
	OR		902T		E VERNON AV // SOTO ST, VERNON							
				VPD		*31W		06:53:11	06:55:44			07:39:35
				VPD	FLORES,TERESA	32E			06:57:52		07:04:42	
				VPD		43E			07:00:23			07:39:35
				VPD		44E	06:56:00		07:01:36			07:39:35
				VPD	VILLEGAS,RICHA	XS			07:11:46			07:39:36
20210713248												
	RPT		07/07/2021	09:30:47	Toyota Roadside Telematics Call							
		902T			PACIFIC BL // 45TH, VERNON							
				VPD	HERNANDEZ,MIG	*41W	09:33:54	09:34:08	09:34:44			10:28:20
20210713250												
	RPT		07/07/2021	09:46:14	LA CURACAO							
		484R			4444 AYERS AV, VERNON							
				VPD	VASQUEZ,LUIS	*44E		10:10:21	10:19:36			10:45:15
20210713287												
	VI		07/07/2021	21:25:14								
		VCK			3840 E 26TH, VERNON							
				VPD	NEWTON,TODD	*32E			21:25:14			21:43:10

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 07/08/2021

Jurisdiction: VERNON

Last Date: 07/08/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210713330												
	RPT	07/08/2021	13:15:04	INTEGRITY								
		487R		4501 E 50TH, VERNON								
			VPD	CAM,PATRICK	*44E	13:16:36	13:16:38	13:24:02				13:57:28
									Department	OCA Number	RMS Juris	
									VPD	CR20211122	CA0197300	
20210713334												
	1015	07/08/2021	14:31:12	TOP NOTCH								
	CITE	594		1988 E 57TH, VERNON								
	RPT											
			VPD	VASQUEZ,LUIS	*47	14:32:38	14:32:53	14:36:36				15:08:49
			VPD	REDONA,BRYAN	41W			14:51:46				15:08:48
			VPD	CAM,PATRICK	44E		14:40:18	14:42:22			14:52:09	
			VPD	LUCAS,JASON	XS	14:32:40	14:32:54	14:39:04			14:51:31	
20210713335												
	VREC	07/08/2021	14:48:21	VERNON VILLAGE APARTMENTS								
		REC		4675 52D DR, VERNON								
			VPD	CAM,PATRICK	*44E	14:52:11	14:52:11	15:05:59				15:57:34
				USTOW	US TOW	15:17:24	15:18:06	15:41:16				15:57:34
20210713336												
	RPT	07/08/2021	15:08:56	H AND M POULTRY								
		GTAR		4755 E 49TH, VERNON								
			VPD	VASQUEZ,LUIS	*47	15:11:49	15:11:50	15:21:28				16:10:35
									Department	OCA Number	RMS Juris	
									VPD	CR20211125	CA0197300	
20210713349												
	RPT	07/08/2021	19:11:51	NATURES PRODUCE								
	1015	487R		3305 BANDINI BL, VERNON								
			VPD		*32W		19:14:00	19:22:22			20:12:33	
			VPD	MADRIGAL,ALFOI	31E		19:15:57	19:20:05				21:34:07
			VPD	MARTINEZ,GABRI	S5		21:17:34	21:19:45				21:34:07
20210713360												

# VERNON POLICE DEPARTMENT

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

*First Date:* 07/08/2021

*Jurisdiction:* VERNON

*Last Date:* 07/08/2021

Call Number	Disp	Ten	Received	Caller		Unit Time									
		Code	Complaint	Address		Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210713360															
	SUP		07/08/2021	22:42:14											
			FU			3305 BANDINI BL, VERNON									
				VPD	MADRIGAL,ALFOI		*31E		22:42:29		22:45:53				22:58:36

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 07/09/2021

Jurisdiction: VERNON

Last Date: 07/09/2021

Call Number	Disp	Ten	Received	Caller	Code	Complaint	Address	Unit Time				
								Dep	Officer	Unit	Dispatch	Enroute
20210713381												
	RPT		07/09/2021	09:23:29			QX LOGISTICS					
			487R				5685 ALCOA AV, VERNON					
				VPD		REDONA,BRYAN		*40E		09:24:57	09:28:41	
												09:55:35
20210713383												
	RPT		07/09/2021	10:13:00			CLASSIC CONCEPTS					
	CITE		902T				4505 BANDINI BL, VERNON					
				VPD		CAM,PATRICK		*41W		10:15:49	10:24:17	
				VPD		REDONA,BRYAN		40E		10:26:14	10:29:06	
				VPD		VASQUEZ,LUIS		43			10:33:13	
												10:38:05
												10:51:00
												10:51:02
20210713385												
	RPT		07/09/2021	11:04:12								
			902T				E 37TH // SOTO, VERNON					
				VPD		CAM,PATRICK		*41W			11:04:12	
				VPD		REDONA,BRYAN		40E			11:11:40	
												12:04:35
												11:31:40
20210713388												
	REPO		07/09/2021	12:06:07			FARMER JOHN					
			REPO				3200 E VERNON AV, VERNON					
				VPD		RECORDS BUREAU		*RECD				
										12:09:11		12:16:46
20210713398												
	CITE		07/09/2021	16:08:23			LUIS					
	CITY		902T				BANDINI BL // SIERRA PINE AV, VERNON					
	RPT											
				VPD		REDONA,BRYAN		*40E	16:09:40	16:10:09		16:10:14
				VPD		VASQUEZ,LUIS		43		16:10:12	16:14:14	
						MR C TOW		MR C TOW	16:21:08	16:21:09	16:39:18	17:57:11
												17:57:12
20210713404												



# VERNON POLICE DEPARTMENT

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

First Date: 07/09/2021

Jurisdiction: VERNON

Last Date: 07/09/2021

Call Number	Disp	Ten	Received	Caller											
		Code	Complaint	Address	Unit Time										
					Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp	
20210713404															
	ASST		07/09/2021	19:50:12											
	HPPN		HBC	PACIFIC BL // BELGRAVE, VERNON											
	HPPD														
	RPT														
				VPD	MARTINEZ,GABRI	*S5				19:50:12			20:24:00		
				VPD	FLORES,TERESA	31E				19:52:45					21:36:02
				VPD	MADRIGAL,ALFOI	32W				19:53:45			20:23:54		
				VPD	GODOY,RAYMON	40				19:54:18			20:23:56		
				VPD	NEWTON,TODD	43				19:52:50			20:23:58		
20210713419															
	1015		07/09/2021	23:56:43											
	RPT		VCK	E 51ST // SANTA FE AV, VERNON											
				VPD	MARTINEZ,GABRI	*S5				23:56:43			00:28:19		
				VPD	FLORES,TERESA	31E		00:13:59					00:16:21		
				VPD	GODOY,RAYMON	40		23:56:46	23:58:05						01:06:16
				VPD	NEWTON,TODD	43		00:13:16	00:17:39				00:22:38		

\* Denotes Primary Unit

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

***First Date:*** 07/10/2021

***Last Date:*** 07/10/2021

Call Number	Disp	Ten	Received	Caller	Code	Complaint	Address	Unit Time					
								Dep	Officer	Unit	Dispatch	Enroute	OnScene
20210713422													
	VREC		07/10/2021	00:18:57			J AND J SNACK FOODS						
	RPT		REC				5501 DOWNEY RD, VERNON						
				VPD	MADRIGAL,ALFOI		*32W		00:20:36	00:21:53			02:02:32
				VPD	FLORES,TERESA		31E		00:32:03	00:32:08			02:02:32
				VPD	NEWTON,TODD		43		00:22:38	00:25:56		00:43:08	
				VPD	MARTINEZ,GABRI		S5		00:28:24	00:32:24		01:32:33	
					USTOW		US TOW	01:15:25	01:15:26	01:31:44			02:02:32
20210713463													
	RPT		07/10/2021	09:53:00			VACANT BUILDING						
			20002R				5431 S DISTRICT BL, VERNON						
				VPD	REDONA,BRYAN		*40E	09:54:38	09:54:41	09:57:58			10:32:04
20210713473													
	1015		07/10/2021	13:49:01			LINEAGE LOGISTICS						
	VREC		REC				3001 SIERRA PINE AV, VERNON						
	VS												
	RPT												
				VPD	CAM,PATRICK		*41E	13:50:46	13:51:16	13:54:58		16:04:46	
				VPD	SALDANA,CARLO		32W	13:56:09	13:56:10	13:56:16		15:07:36	
				VPD	REDONA,BRYAN		40E	13:50:48	13:51:18	13:54:36			17:24:39
				VPD	VASQUEZ,LUIS		43W		13:56:21	13:59:37		14:20:12	
					MR C TOW		MR C TOW	14:49:11	14:50:43	15:09:21		16:04:40	

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 07/11/2021

Jurisdiction: VERNON

Last Date: 07/11/2021

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210713537														
	RPT		07/11/2021	09:44:20	ANTIAGO ESTRADA									
			487R		5000 PACIFIC BL, VERNON									
				VPD	MACIEL,CYNTHIA	*40W	09:50:57	09:51:17	09:55:48					10:44:02
20210713551														
	1015		07/11/2021	15:56:59										
	RPT		PATCK		2369 E 51ST, VERNON									
				VPD	SALDANA,CARLO	*32W			15:56:59					16:55:19
				VPD	MANNINO,NICHOI	41E			16:06:56			16:45:14		

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 07/12/2021

Jurisdiction: VERNON

Last Date: 07/12/2021

Call Number	Disp	Ten	Received	Caller		Unit Time						
				Code	Complaint	Address	Dispatch	Enroute	OnScene	Depart	Arrive	Remove
20210713595												
	RPT		07/12/2021	05:28:28	JOSE GARCIA							
			901T		PACIFIC BL // LEONIS BL, VERNON							
				VPD	MADRIGAL,ALFOI	*40W	05:30:52	05:30:52	05:31:18			05:55:22
20210713601												
	RPT		07/12/2021	06:49:13	ATLAS ALUMINUM							
			487R		2725 E 46TH, VERNON							
				VPD		*40E		06:59:07	07:05:46		07:01:07	07:41:14
				VPD	FINO,MARCUS	44W		07:01:03	07:09:24			07:41:14
20210713621												
	VI		07/12/2021	09:33:40	DUNN EDWARDS							
	RPT		925		4935 52ND PL, VERNON							
				VPD	MANNINO,NICHOI	*43W	09:35:39	09:36:14	09:44:33			10:49:28
				VPD	MACIEL,CYNTHIA	32E			10:13:38		10:46:17	
				VPD	SALDANA,CARLO	40E		09:36:34	09:38:30		10:48:17	
				VPD	SWINFORD,PHILL	44W		10:20:48			10:25:41	
20210713625												
	VS		07/12/2021	10:45:37	OSCAR							
	RPT		901TR		S ATLANTIC BL // BANDINI BL, VERNON							
				VPD	MACIEL,CYNTHIA	*32E		10:46:18	10:50:09			11:43:08
				VPD	SALDANA,CARLO	40E		10:48:20	10:50:21		11:20:56	
				VPD	MANNINO,NICHOI	43W		10:49:45	10:50:34		10:56:45	
20210713632												
	RPT		07/12/2021	11:48:42								
	1015		602		4530 SEVILLE AV, VERNON							
				VPD	SWINFORD,PHILL	*44W		11:49:31	11:50:57		12:44:47	
				VPD	MACIEL,CYNTHIA	32E		11:50:01	11:53:43			12:53:22
				VPD	VILLEGAS,RICHA	XS		11:53:52	11:58:41		12:48:40	
20210713642												

# VERNON POLICE DEPARTMENT

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

First Date: 07/12/2021

Jurisdiction: VERNON

Last Date: 07/12/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210713642												
	RPT	07/12/2021	15:03:09	JOBBER'S MEAT PACKING								
		GTAR		3336 FRUITLAND AV, VERNON								
			VPD	SALDANA,CARLO	*40E	15:10:45	15:11:02				15:11:22	
			VPD	MACIEL,CYNTHIA	32E		15:11:18	15:25:09				16:01:55
20210713651												
	RPT	07/12/2021	16:56:48	FLORES DESIGN								
		487R		2650 E 46TH, VERNON								
			VPD	SWINFORD,PHILL	*44W		17:37:26	17:39:03				18:05:11
20210713666												
	1015	07/12/2021	20:52:30									
	RPT	PEDCK		BANDINI BL // DOWNEY RD, VERNON								
	VREC											
			VPD	CERDA,EUGENIO	*41E			20:52:30				22:26:01
			VPD	LUCAS,JASON	21	20:52:32		20:55:31			21:56:56	
			VPD	CROSS,JEREMY	S4			21:16:23			22:12:50	

\* Denotes Primary Unit

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

**First Date:** 07/13/2021

***Last Date:*** 07/13/2021

Call Number	Disp	Ten	Received	Caller	Code	Complaint	Address	Unit Time					
								Dep	Officer	Unit	Dispatch	Enroute	OnScene
20210713696													
	SUP		07/13/2021	11:28:50			JOBBER MEAT CO 3336 FRUITLAND AV, VERNON						
			140		VPD	SWINFORD,PHILL		*47		11:32:51	11:39:59		11:58:44
20210713697													
	RPT		07/13/2021	11:39:50			FARMER JOHN 3049 E VERNON AV, VERNON						
			487R		VPD	FINO,MARCUS		*32W					
									Department VPD	OCA Number CR20211148	RMS Juris CA0197300		12:23:47
									11:46:33				
20210713708													
	RPT		07/13/2021	13:47:50									
	1015		417				S ATLANTIC BL // BANDINI BL, VERNON						
					VPD	HERNANDEZ,MIG		*40E		13:50:05	13:55:14		18:26:32
					VPD	FINO,MARCUS		32W		13:50:25	13:54:51	15:30:03	
					VPD	SWINFORD,PHILL		47		13:50:08	13:55:36	16:08:23	
					VPD	VILLEGAS,RICHAR		XS		13:50:52	14:00:14	15:04:52	
20210713710													
	RPT		07/13/2021	15:28:54			TECH TRON 4623 PACIFIC BL, VERNON						
			911A		VPD	FINO,MARCUS		*32W		15:30:04	15:35:32		15:47:03
									Department VPD	OCA Number CR20211150	RMS Juris CA0197300		
20210713712													
	RPT		07/13/2021	16:11:37			UNK 4455 FRUITLAND AV, VERNON						
			20002R		VPD	FINO,MARCUS		*32W		16:12:54	16:19:36		17:07:00
									Department VPD	OCA Number CR20211151	RMS Juris CA0197300		
20210713715													
	RPT		07/13/2021	17:24:02			5721 ANDERSON, VERNON						
			920PR		VPD	FINO,MARCUS		*32W		17:27:03		17:27:14	
					VPD	SWINFORD,PHILL		47		17:27:11	17:38:36		17:55:40

# VERNON POLICE DEPARTMENT

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

*First Date:* 07/13/2021

*Jurisdiction:* VERNON

*Last Date:* 07/13/2021

Call Number	Disp	Ten	Received	Caller								
		Code	Complaint	Address	Unit Time							
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210713717												
	VREC	07/13/2021	17:39:32	LASO TEMPLE								
		LOCATE		1699 E SLAUSON AV, VERNON								
			VPD	RECORDS BUREAU	*RECD			18:02:43				18:02:53

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 07/14/2021

Jurisdiction: VERNON

Last Date: 07/14/2021

Call Number	Disp	Ten	Received	Caller	Unit Time					
			Code	Complaint	Address					
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive
										Remove
										Comp
<b>20210713738</b>										
1015			07/14/2021	01:36:54						
RPT			PEDCK		E 48TH // CORONA AV, VERNON					
				VPD MADRIGAL,ALFOI	*41E			01:36:54		02:27:03
				VPD STEVENSON,KEN	22	01:36:57		01:42:15		02:03:57
				VPD CERDA,EUGENIO	43W	01:47:29		01:52:08		02:03:55
<b>20210713742</b>										
RPT			07/14/2021	02:45:03						
			273.5		S BONNIE BEACH PL // BANDINI BL, VERNON					
				VPD CERDA,EUGENIO	*43W	02:47:36	02:47:55	02:52:29		03:26:05
				VPD STEVENSON,KEN	22			02:53:09		03:08:54
				VPD MADRIGAL,ALFOI	41E	02:49:06		02:52:31		06:48:03
<b>20210713748</b>										
RPT			07/14/2021	06:54:58	KAREN					
OR			901TR		S SANTA FE AV // 37TH, VERNON					
1015										
				VPD CERDA,EUGENIO	*43W		06:55:25			06:56:52
				VPD FINO,MARCUS	32E		07:04:38	07:46:09		07:46:15
				VPD MADRIGAL,ALFOI	40W			06:56:32		07:57:22
				VPD VELASQUEZ,RICH	43E	06:57:57		07:46:12		07:46:40
				VPD SWINFORD,PHILL	44W			06:56:11		08:46:05
<b>20210713753</b>										
RPT			07/14/2021	07:11:15	CAMINO REAL FOODS					
			20002R		SEVILLE//VERNON, VERNON					
				VPD FINO,MARCUS	*32E		07:46:17			07:46:42
				VPD VASQUEZ,LUIS	43E	07:46:40		07:50:03		08:52:26
<b>20210713756</b>										
RPT			07/14/2021	08:04:41	VACANT BLDG					
			594R		2265 E 38TH, VERNON					
				VPD HERNANDEZ,MIG	*40W	08:29:38				08:29:57



# VERNON POLICE DEPARTMENT

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

First Date: 07/14/2021

Jurisdiction: VERNON

Last Date: 07/14/2021

Call Number	Disp	Ten	Received	Caller								
		Code	Complaint	Address	Unit Time							
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210713756												
	RPT	07/14/2021	08:04:41	VACANT BLDG								
		594R		2265 E 38TH, VERNON								
			VPD	FINO,MARCUS	32E		08:29:55	08:38:27				09:05:47
20210713773												
	RPT	07/14/2021	15:09:05	LACO FIRE								
		901TR		FRUITLAND AV // SOTO, VERNON								
			VPD	VASQUEZ,LUIS	*43E		15:09:39	15:14:25				15:50:00
			VPD	HERNANDEZ,MIG	40W		15:10:14	15:15:25				15:50:00
20210713775												
	RPT	07/14/2021	15:22:21									
		10-6		4170 BANDINI BL, VERNON								
			VPD	VILLEGAS,RICHA	*XS			15:22:23			15:53:23	
			VPD	FINO,MARCUS	32E			15:22:32			16:30:07	
			VPD	MARTINEZ,GABRI	S5			16:22:51			16:26:11	
20210713776												
	RPT	07/14/2021	15:34:12	AT&T MOBILITY 800 635 6840 4								
		20002		S SOTO // LEONIS BL, VERNON								
			VPD	SWINFORD,PHILL	*44W		15:40:25					16:42:01
20210713784												
	ASST	07/14/2021	20:26:06	MONTEREY PARK PD								
	VS	DET		60FWY // ATLANTIC, MONT PARK								
			VPD	CERDA,EUGENIO	*41	20:31:19	20:31:22	20:46:34				22:01:23
20210713793												
	1015	07/14/2021	22:00:29									
	RPT	DET		4305 S SANTA FE AV, VERNON								
			VPD	OURIQUE,CARLO	*5D35			22:00:30				23:06:18
			VPD	CERDA,EUGENIO	41			22:05:11			23:05:52	

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

**First Date:** 07/14/2021

***Last Date:*** 07/14/2021

***Last Date:*** 07/14/2021

Call Number	Disp	Ten	Received	Caller								
		Code	Complaint	Address	Unit Time							
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210713796												
	VS		07/14/2021	22:28:49								
		VCK		S ATLANTIC BL // BANDINI BL, VERNON				Department VPD	OCA Number CR20211161	RMS Juris CA0197300		
			VPD	NEWTON,TODD	*47E			22:28:49				22:42:50

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 07/15/2021

Jurisdiction: VERNON

Last Date: 07/15/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210713805												
	RPT		07/15/2021	01:23:05								
		MR60		E VERNON AV // SOTO ST, VERNON								
			VPD	MARTINEZ,GABRI	*S5			01:23:05			02:05:28	
			VPD	STEVENSON,KEN	22W			01:25:20				02:21:19
20210713809												
	RPT		07/15/2021	02:00:57								
		GTA		T-Mobile USA 888-662-4662 opt 4								
				4410 PACIFIC BL, VERNON								
			VPD	CROSS,JEREMY	*S4	02:04:56	02:05:20				02:09:25	
			VPD	CERDA,EUGENIO	41	02:07:34	02:07:43	02:09:20				03:06:30
			VPD	NEWTON,TODD	47E			02:08:36			02:20:05	
20210713815												
	RPT		07/15/2021	08:42:47								
		902T		VERNON SALES								
				2788 E VERNON AV, VERNON								
			VPD	CAM,PATRICK	*41W	08:44:38	08:44:38	08:47:58			09:19:35	
20210713823												
	RPT		07/15/2021	10:02:59								
		459R		TEICHMAN ENTERPRISE								
				2035 E 46TH, VERNON								
			VPD	REDONA,BRYAN	*40E		10:05:16	10:14:05				10:41:41
20210713824												
	RPT		07/15/2021	10:09:22								
		902T		LINEAGE								
				2825 E 44TH, VERNON								
			VPD	VASQUEZ,LUIS	*43		10:11:26	10:19:53				10:54:14
20210713828												
	RPT		07/15/2021	10:58:04								
	1015	902T		PILOT DISTRIBUTION								
				2820 S SOTO, VERNON								
			VPD	CAM,PATRICK	*41W		11:01:35	11:03:28			11:57:49	
			VPD	REDONA,BRYAN	40E		11:04:11	11:08:33				12:17:17
			VPD	VASQUEZ,LUIS	43		11:02:52	11:09:25			11:57:08	12:17:17

# VERNON POLICE DEPARTMENT

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

First Date: 07/15/2021

Jurisdiction: VERNON

Last Date: 07/15/2021

Call Number	Disp	Ten	Received	Caller										
		Code	Complaint	Address	Unit Time									
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp		
20210713828														
	RPT		07/15/2021	10:58:04	PILOT DISTRIBUTION									
	1015		902T	2820 S SOTO, VERNON										
				VPD	GRAY,BRANDON	L1	11:01:49				11:04:00			
								Department	OCA Number	RMS Juris				
								VPD	CR20211167	CA0197300				
20210713835														
	VOID		07/15/2021	13:57:21	4305 S SANTA FE AV, VERNON									
			TEST											
				VPD	RECORDS BUREAU	*RECD						15:49:11		
				VPD	LUCAS,JASON	37						15:49:11		
20210713836														
	VREC		07/15/2021	15:17:39	MAIN ST // SICHEL ST, LOS ANGELES									
			LOCATE											
				VPD	DISPATCH	*DISP			16:02:01			17:09:48		
20210713840														
	1015		07/15/2021	16:15:55	MALBURG WY // SLAUSON AV, VERNON									
	CITE		PEDCK											
				VPD	REDONA,BRYAN	*40E			16:15:55			16:35:24		
20210713848														
	RPT		07/15/2021	18:20:49	KEVIN									
			20002R		E 26TH // SOTO, VERNON									
				VPD	CAM,PATRICK	*41W	18:22:41	18:22:42	18:23:10			18:40:38		
20210713859														
	VREC		07/15/2021	21:09:13	S SANTA FE AV // 38TH, VERNON									
	RPT		REC											
	1015													
				VPD	NEWTON,TODD	*47W			21:09:14		22:56:55			
				VPD	STEVENSON,KEN	22	21:11:35	21:13:42			21:59:33	23:23:48		
				VPD	MADRIGAL,ALFOI	40E	21:11:11	21:13:17			21:37:08			
				VPD	MARTINEZ,GABRI	S5	21:10:23	21:13:06			21:41:57			

# VERNON POLICE DEPARTMENT

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

<i>First Date:</i>		07/15/2021										
<i>Jurisdiction:</i>		VERNON										
<i>Last Date:</i>		07/15/2021										
<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>
20210713860												
	RPT		07/15/2021	21:34:08	AMPM							
		415			3031 E VERNON AV, VERNON							
			VPD	MADRIGAL,ALFOI	*40E	21:37:11	21:37:11	21:38:30				00:45:16
			VPD	MARTINEZ,GABRI	S5		21:41:59	21:43:36			22:30:43	

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 07/16/2021

Jurisdiction: VERNON

Last Date: 07/16/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210713884												
	RPT		07/16/2021	09:27:37	JOHN							
		901TR			E 26TH // INDIANA, VERNON				Department	OCA Number	RMS Juris	
			VPD	CAM,PATRICK	*20E	09:29:19	09:29:50		CR20211175	CA0197300		10:26:20
20210713886												
	RPT		07/16/2021	09:41:56	FARMER JOHN							
		594R			3049 E VERNON AV, VERNON				Department	OCA Number	RMS Juris	
			VPD	REDONA,BRYAN	*32E	09:43:28	09:43:28	09:44:14	CR20211176	CA0197300		10:06:22
20210713887												
	RPT		07/16/2021	10:10:39	MCDONALDS							
		902T			3737 S SOTO, VERNON				Department	OCA Number	RMS Juris	
			VPD	VASQUEZ,LUIS	*41W	10:12:47	10:14:31		CR20211177	CA0197300		10:48:06
20210713890												
	RPT		07/16/2021	11:41:07								
	CITE		902T		S SUNOL DR // BANDINI BL, VERNON				Department	OCA Number	RMS Juris	
			VPD	CAM,PATRICK	*20E	11:42:10	11:42:12		CR20211178	CA0197300	11:42:56	
			VPD	REDONA,BRYAN	32E		11:42:53	11:51:02				12:39:42
			VPD	VASQUEZ,LUIS	41W		12:02:54				12:03:04	
			VPD	LANDA,RAFAEL	44		12:03:01	12:10:02			12:30:49	
20210713902												
	RPT		07/16/2021	13:53:16	LABEL TEX							
		901T			2046 E 52D, VERNON				Department	OCA Number	RMS Juris	
			VPD	DOCHERTY,MICH	*43W	13:54:45	13:55:01	13:57:29	CR20211179	CA0197300		14:24:45
			VPD	LANDA,RAFAEL	44		13:55:36	14:01:27			14:23:55	
20210713907												
	RPT		07/16/2021	15:33:31	JNJ APPAREL							
		902T			3838 S SANTA FE AV, VERNON				Department	OCA Number	RMS Juris	
			VPD	DOCHERTY,MICH	*43W	15:35:28			CR20211180	CA0197300	15:36:07	
			VPD	LANDA,RAFAEL	44	15:36:26	15:36:27	15:58:29				16:07:04

# VERNON POLICE DEPARTMENT

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

First Date: 07/16/2021

Jurisdiction: VERNON

Last Date: 07/16/2021

Call Number	Disp	Ten	Received	Caller		Unit Time									
		Code	Complaint	Address		Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210713913															
	VREC		07/16/2021	16:46:58	TOUGH STITCH										
			REC		5527 S DISTRICT BL, VERNON										
				VPD	REDONA,BRYAN	*32E	16:50:22	16:50:23		16:55:42					17:49:59
20210713916															
	RPT		07/16/2021	17:44:30	S SOTO // LEONIS BL, VERNON										
			901T												
				VPD	DOCHERTY,MICH	*43W				17:44:30					18:24:37
				VPD	CAM,PATRICK	20E	17:44:33	17:44:33		17:52:13					18:24:37
				VPD	REDONA,BRYAN	32E				17:53:49				17:55:58	

\* Denotes Primary Unit

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

***First Date:*** 07/17/2021

***Last Date:*** 07/17/2021

Call Number	Dispatch	Ten Code	Received Complaint	Caller Address	Unit Time								
					Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove
20210713940													
	VREC		07/17/2021 00:44:40										
		REC		3315 E WASHINGTON BL, VERNON									
			VPD	NEWTON,TODD	*47			00:44:50					01:34:24
20210713942													
	RPT		07/17/2021 01:25:56										
	VREC	VCK		E 49TH // SANTA FE AV, VERNON									
			VPD	GODOY,RAYMON	*44W			01:25:56				01:35:29	
20210713964													
	VOID		07/17/2021 10:07:23										
	ASST	WELCK		3030 S ATLANTIC BL, VERNON									
			VPD	CAM,PATRICK	*43E			10:07:24					11:00:22
			VPD	MACIEL,CYNTHIA	40W	10:13:12		10:21:37					11:00:21
20210713990													
	RPT		07/17/2021 16:29:23										
		487R		UNITED FOOD GROUP									
				3425 E VERNON AV, VERNON									
			VPD	MACIEL,CYNTHIA	*40W	16:30:49	16:30:51	16:30:52					16:52:30
20210714000													
	1015		07/17/2021 18:18:56										
	CITE	TRAFFIC STOP		E WASHINGTON BL // DOWNEY RD, VERNON									
	RPT												
			VPD	CAM,PATRICK	*43E			18:18:57					18:57:04
			VPD	REDONA,BRYAN	41E	18:23:08	18:23:10	18:23:12					18:57:04
20210714012													
	RPT		07/17/2021 21:08:02										
		PATCK		4200 CHARTER AV, VERNON									
			VPD	MADRIGAL,ALFOI	*40E			21:08:02				22:00:33	
			VPD	GODOY,RAYMON	44	21:08:06	21:08:06	21:12:28				21:17:14	



# VERNON POLICE DEPARTMENT

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

First Date: 07/18/2021

Jurisdiction: VERNON

Last Date: 07/18/2021

Call Number	Disp	Ten	Received	Caller	Unit Time										
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp	
20210714029															
1015		07/18/2021	01:11:53												
		PEDCK		LEONIS BL // SOTO, VERNON											
				VPD MADRIGAL,ALFOI		*40E				01:11:53			02:45:23		
				VPD FLORES,TERESA		32W	01:24:48	01:24:50	01:30:27				02:31:18		
				VPD GODOY,RAYMON		44	01:11:55	01:11:56	01:15:15				02:03:39		
20210714034															
RPT		07/18/2021	02:03:34												
		20002R		2550 ALAMEDA, VERNON											
				VPD ESTRADA,IGNACI		*S3				02:03:35			02:45:45		
				VPD FLORES,TERESA		32W				02:31:59			03:07:48		
				VPD GODOY,RAYMON		44	02:03:41	02:03:43	02:08:05					03:23:39	
				USTOW		US TOW	02:11:55	02:12:38	02:17:59				02:45:51		
20210714053															
RPT		07/18/2021	09:15:13												
		459R		A AMERICAN SELF STORAGE 4250 S ALAMEDA, VERNON											
				VPD MANNINO,NICHOI		*43W	09:20:50			09:22:58			10:55:19		
				VPD DOCHERTY,MICH		44				10:54:17			10:54:34		
20210714083															
RPT		07/18/2021	19:14:39												
		484R		OVERHILL FARMS 2727 E VERNON AV, VERNON											
				VPD ZOZAYA,OSCAR		*47W	19:25:06	19:25:06	19:51:42					20:35:48	
20210714094															
RPT		07/18/2021	22:05:24												
CITY		902TR		LAPD E 25TH // ALAMEDA, VERNON											
CCN															
				VPD ZOZAYA,OSCAR		*47W		22:07:09	22:09:39						

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 07/19/2021

Jurisdiction: VERNON

Last Date: 07/19/2021

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210714130														
	RPT	07/19/2021	06:19:50	LT CASTELI										
		902T		3030 S ATLANTIC BL, VERNON										
			VPD	ZOZAYA,OSCAR		*47W	06:20:22	06:20:57	06:24:45					06:59:44
			VPD	MADRIGAL,ALFOI		40	06:20:24		06:31:52				06:21:40	06:59:44
			VPD	FLORES,TERESA		44E		06:21:37	06:24:42					06:59:44
			VPD	ESTRADA,IGNACI		S3			06:27:30				06:37:30	
20210714136														
	TEST	07/19/2021	07:12:58											
	VOID	TEST		4305 S SANTA FE AV, VERNON										
			VPD	ZOZAYA,OSCAR		*22			07:13:14					07:36:25
20210714143														
	RPT	07/19/2021	08:09:59	UNK										
		20002R		3030 S ATLANTIC BL, VERNON										
			VPD	HERNANDEZ,MIG		*43E	08:15:50	08:16:34	08:18:52					09:12:31
20210714144														
	RPT	07/19/2021	08:17:28											
	1015	PEDCK		2750 S ALAMEDA, VERNON										
			VPD	MANNINO,NICHOI		*44W			08:17:28					09:12:23
			VPD	MACIEL,CYNTHIA		40W	08:18:47	08:22:13	08:26:05				08:56:42	
20210714146														
	RPT	07/19/2021	09:15:40	VERIZON WIRELESS 1-800-451-5242										
		20002R		S SANTA FE AV // PACIFIC BL, VERNON										
			VPD	MACIEL,CYNTHIA		*40W	09:18:43	09:19:16	09:22:11					09:50:24
			VPD	MANNINO,NICHOI		44W			09:26:48				09:40:14	
20210714147														
	RPT	07/19/2021	09:22:28											
		GTAR		E 57TH // SANTA FE AV, VERNON										
			VPD	ZOZAYA,OSCAR		*22	09:26:52						09:27:04	

# VERNON POLICE DEPARTMENT

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

First Date: 07/19/2021

Jurisdiction: VERNON

Last Date: 07/19/2021

Call Number	Disp	Ten	Received	Caller	Code	Complaint	Address	Unit Time					
								Dep	Officer	Unit	Dispatch	Enroute	OnScene
20210714147													
	RPT		07/19/2021	09:22:28									
			GTAR				E 57TH // SANTA FE AV, VERNON		Department	OCA Number	RMS Juris		
					VPD	FINO,MARCUS	41E	09:27:10	VPD	CR20211197	CA0197300		
									09:30:02		10:18:01		
20210714154													
	RPT		07/19/2021	10:55:10			QX LOGISTICS						
			459VR				2938 E 54TH, VERNON		Department	OCA Number	RMS Juris		
					VPD	HERNANDEZ,MIG	*43E	10:57:41	VPD	CR20211198	CA0197300		
					VPD	FINO,MARCUS	41E	10:58:30			11:15:35		
									11:10:15		11:15:35		
									11:05:57		13:18:46		
20210714156													
	RPT		07/19/2021	11:07:11			JETRO CASH AND CARRY						
			GTAR				2300 E 57TH, VERNON		Department	OCA Number	RMS Juris		
					VPD	MANNINO,NICHOI	*44W	11:14:08	VPD	CR20211199	CA0197300		
					VPD	HERNANDEZ,MIG	43E						
								11:15:36	11:14:32		12:01:33		
									11:22:34		12:01:23		
20210714168													
	RPT		07/19/2021	12:43:34			GREAT AMERICAN PACKAGING						
			484R				4361 S SOTO, VERNON		Department	OCA Number	RMS Juris		
					VPD	SALDANA,CARLO	*47	12:47:26	VPD	CR20211200	CA0197300		
					VPD	HERNANDEZ,MIG	43E						
					VPD	MANNINO,NICHOI	44W	12:49:12	12:58:02		13:39:02		
									12:53:35		12:59:11		
									12:53:58		13:21:42		
20210714173													
	RPT		07/19/2021	14:40:35			T-Mobile USA 888-662-4662 opt 4						
			901T				FRUITLAND AV // SOTO, VERNON		Department	OCA Number	RMS Juris		
					VPD	FINO,MARCUS	*41E	14:41:24	VPD	CR20211201	CA0197300		
					VPD	MACIEL,CYNTHIA	40W	14:41:36			15:11:39		
					VPD	HERNANDEZ,MIG	43E	14:42:26			15:11:39		
					VPD	MANNINO,NICHOI	44W		14:44:37		15:11:40		
					VPD	SALDANA,CARLO	47		14:42:42		15:06:33		
					VPD	VILLEGAS,RICHA	XS	14:41:55	14:47:59		15:11:40		
									14:44:39		15:06:00		

# VERNON POLICE DEPARTMENT

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

First Date: 07/19/2021

Jurisdiction: VERNON

Last Date: 07/19/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210714176												
	RPT	07/19/2021	15:30:12	NANCY								
		20002R		S DISTRICT BL // ATLANTIC BL, VERNON								
			VPD	MACIEL,CYNTHIA	*40W			15:31:52			16:10:50	
			VPD	HERNANDEZ,MIG	43E			16:21:12			16:21:39	
			VPD	MANNINO,NICHOI	44W			15:49:59				16:46:22
20210714189												
	RPT	07/19/2021	18:14:28									
		902T		CUDAHY // DISTRICT, VERNON								
			VPD	HERNANDEZ,MIG	*43E			18:14:35				19:09:25
			VPD	FINO,MARCUS	41E			19:00:34			19:06:12	
20210714198												
	VREC	07/19/2021	21:17:32									
		REC		3260 E 26TH, VERNON								
			VPD	CERDA,EUGENIO	*32E			21:17:32				22:25:19
20210714204												
	1015	07/19/2021	23:32:28									
	RPT	TRAFFIC STOP		LEONIS BL // PACIFIC BL, VERNON								
			VPD	ZOZAYA,OSCAR	*40			23:32:28				23:58:57

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 07/20/2021

Jurisdiction: VERNON

Last Date: 07/20/2021

Call Number	Disp	Ten	Received	Caller										
		Code	Complaint	Address	Unit Time									
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp		
20210714223														
	RPT	07/20/2021	08:43:33	SUPERIOR GRAIN										
		A487R		2721 E 46TH, VERNON										
			VPD	MANNINO,NICHOI	*32E	09:24:53						09:52:43		
								Department	OCA Number	RMS Juris				
								VPD	CR20211206	CA0197300				
								09:25:48						
20210714225														
	RPT	07/20/2021	09:51:55	LASO EAST LA										
		902T		S ATLANTIC BL // BANDINI BL, VERNON										
			VPD	MANNINO,NICHOI	*32E	09:52:57	09:53:03	09:59:45				10:15:12		
								Department	OCA Number	RMS Juris				
								VPD	CR20211207	CA0197300				
20210714236														
	RPT	07/20/2021	12:27:55	BON APPETIT										
		GTAR		4820 E 50TH, VERNON										
			VPD	FLORES,TERESA	*31E	12:30:53	12:31:13	12:39:39				14:58:38		
								Department	OCA Number	RMS Juris				
								VPD	CR20211209	CA0197300				
20210714238														
	RPT	07/20/2021	13:19:26	RYERSON										
		487R		4310 BANDINI BL, VERNON										
			VPD	SWINFORD,PHILL	*41		13:21:38	13:27:35				14:05:23		
								Department	OCA Number	RMS Juris				
								VPD	CR20211208	CA0197300				
20210714246														
	VREC	07/20/2021	16:21:38											
	RPT	REC		DOWNEY RD // WASHINGTON BL, VERNON										
			VPD	FLORES,TERESA	*31E			16:21:51			17:26:27			
			VPD	MANNINO,NICHOI	32E		16:22:48	16:27:18			16:34:07			
			VPD	SWINFORD,PHILL	41			16:28:52			16:57:48			
			VPD	HERNANDEZ,MIG	44W		16:29:55				16:34:03			
			VPD	HERNANDEZ,EDV	5D32			16:38:23			17:05:47			
			VPD	VELEZ,MARISSA	5D34			16:38:26			17:05:49			
			VPD	MARTINEZ,GABRI	S5			16:28:59				17:26:32		
20210714252														
	RPT	07/20/2021	17:37:11	VERIZON WIRELESS 1-800-451-5242										
		MISPLOCATE		S SANTA FE AV // 38TH, VERNON										
								Department	OCA Number	RMS Juris				
								VPD	CR20211210	CA0197300				

# VERNON POLICE DEPARTMENT

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

First Date: 07/20/2021

Jurisdiction: VERNON

Last Date: 07/20/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210714252												
	RPT		07/20/2021	17:37:11	VERIZON WIRELESS 1-800-451-5242							
				MISPLOCATE	S SANTA FE AV // 38TH, VERNON							
				VPD	MANNINO,NICHOI	*32E	17:37:44	17:37:50	17:50:25			18:52:41
				VPD	SWINFORD,PHILL	41	17:37:45	17:37:52	17:40:08		18:30:33	
				VPD	HERNANDEZ,MIG	44W		17:38:44	17:48:08		18:30:35	
				VPD	MARTINEZ,GABRI	S5			17:42:38		18:17:55	
				VPD	RAMOS,JOSE	XS		17:38:59	17:42:35		18:30:38	
20210714262												
	VREC		07/20/2021	20:56:51								
				REC	GRANDE VISTA AV // HOLABIRD AV, VERNON							
				VPD	CERDA,EUGENIO	*32W			20:56:51			21:30:55
				VPD	CERDA,PAUL,JR	43		20:57:00	21:02:20			21:30:55
				VPD	CROSS,JEREMY	S4		20:56:57	21:09:52			21:30:56
20210714270												
	VREC		07/20/2021	23:42:47								
				LOCATE	LAPD/HOLLENBECK, VERNON							
				VPD	RECORDS BURE/	*RECD			23:43:17			00:21:01

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 07/21/2021

Jurisdiction: VERNON

Last Date: 07/21/2021

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time				
								Dep	Officer	Unit	Dispatch	Enroute
20210714277												
	VREC		07/21/2021	02:29:38								
			LOCATE			LAPD/HOLLENBECK, VERNON						
				VPD	RECORDS BUREAU	*RECD				02:30:02		02:54:24
20210714287												
	RPT		07/21/2021	07:13:01		ESSENTIAL DECOR						
			459R			2067 E 55TH, VERNON						
				VPD			*32W	07:18:14	07:25:59			09:02:38
				VPD			40E	07:19:57	07:22:41		07:55:00	
				VPD	HERNANDEZ,MIG		43	07:20:31	07:23:57			09:02:38
				VPD	RAMOS,JOSE		XS		07:24:09		08:50:09	
20210714288												
	RPT	40E	07/21/2021	07:44:19								
	VI		UNATTACHEDTR			FRUITLAND AV // ALCOA AV, VERNON						
				VPD	FINO,MARCUS		*40E			07:59:38		09:03:37
20210714305												
	VS		07/21/2021	12:59:03								
			917A			2851 E 44TH, VERNON						
				VPD	HERNANDEZ,MIG		*43	13:03:22	13:05:36			13:37:43
20210714306												
	VS		07/21/2021	13:14:12		JASAN FABRICATION GLASS						
			917A			2035 E 37TH, VERNON						
				VPD	FINO,MARCUS		*40E	13:19:56	13:24:16		14:21:56	
20210714336												
	VI		07/21/2021	23:06:15								
			TRAFFIC STOP			E 55TH // SANTA FE AV, VERNON						
				VPD	CERDA,PAUL,JR		*43		23:06:16			23:53:36
				VPD	CERDA,EUGENIO		41W	23:06:18	23:08:57			23:53:36

# VERNON POLICE DEPARTMENT

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

First Date: 07/22/2021

Jurisdiction: VERNON

Last Date: 07/22/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210714356												
	RPT		07/22/2021	08:04:59	FLORES DESIGN							
			602		4618 PACIFIC BL, VERNON							
				VPD	VASQUEZ,LUIS	*44W	08:06:37	08:07:10	08:10:11		08:25:31	
				VPD	FINO,MARCUS	32	08:06:39	08:07:14	08:09:08			09:29:28
				VPD	CAM,PATRICK	40E			08:12:38		08:34:54	
20210714363												
	RPT		07/22/2021	09:43:00	ROGER MARQUEZ							
			902T		E VERNON AV // SANTA FE AV, VERNON							
				VPD	RAMOS,JOSE	*47		09:45:09			09:45:44	
				VPD	VASQUEZ,LUIS	44W		09:45:37	09:48:00			10:15:26
20210714375												
	RPT		07/22/2021	13:02:26	CULINARY INTERNATIONAL							
			484R		3280 E 44TH, VERNON							
				VPD	CAM,PATRICK	*40E	13:08:26	13:08:27	13:15:49			14:07:56
				VPD	VASQUEZ,LUIS	44W		13:17:23	13:20:45		13:34:30	
20210714381												
	RPT		07/22/2021	15:22:13								
			20002R		2639 LEONIS BL, VERNON							
				VPD	VASQUEZ,LUIS	*44W			15:22:13			15:46:13
20210714385												
	RPT		07/22/2021	16:29:34								
			902T		2640 E 26TH, VERNON							
				VPD	VASQUEZ,LUIS	*44W			16:29:34			17:12:50

\* Denotes Primary Unit



# VERNON POLICE DEPARTMENT

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

First Date: 07/23/2021

Last Date: 07/23/2021

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time				
								Dep	Officer	Unit	Dispatch	Enroute
20210714420												
	1015		07/23/2021	08:58:06		ANTONIO OLIVERA						
	RPT		902T			E VERNON AV // SOTO ST, VERNON				Department VPD	OCA Number CR20211223	RMS Juris CA0197300
	VI											
	OR											
					VPD	REDONA,BRYAN		*40W		09:00:21	09:01:31	
					VPD	MADRIGAL,ALFOI		32E			09:10:21	
					VPD	DOCHERTY,MICH		44E		09:56:27	10:00:13	
					VPD	LANDA,RAFAEL		47		10:05:58	10:29:26	
					VPD	ENCINAS,ANTHOI		5D31			10:03:02	
					VPD	SANTOS,DANIEL		S2		10:04:28	10:24:08	
20210714434												
	RPT		07/23/2021	15:39:04		CHRISTOPHER RANCH						
			AGTA			3390 E SLAUSON AV, VERNON				Department VPD	OCA Number CR20211224	RMS Juris CA0197300
					VPD	DOCHERTY,MICH		*44E	15:40:27	15:40:28	15:47:24	16:35:26
20210714439												
	RPT		07/23/2021	16:34:19		JETRO CASH AND CARRY						
			AGTA			2300 E 57TH, VERNON				Department VPD	OCA Number CR20211225	RMS Juris CA0197300
					VPD	REDONA,BRYAN		*40W	16:36:28	16:36:30	16:51:32	17:12:02
20210714442												
	RPT		07/23/2021	17:08:00								
			GTAR			2651 E 45TH, VERNON				Department VPD	OCA Number CR20211226	RMS Juris CA0197300
					VPD	REDONA,BRYAN		*40W	17:13:33	17:13:36	17:23:39	17:48:21
20210714456												
	VREC		07/23/2021	22:31:03								
	RPT		REC			SIERRA PINE // BANDINI, VERNON				Department VPD	OCA Number CR20211227	RMS Juris CA0197300
					VPD	FLORES,TERESA		*32E			22:31:03	23:58:07
					VPD	GODOY,RAYMON		41W	22:34:27			22:43:15

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 07/24/2021

Last Date: 07/24/2021

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Caller		Unit Time									
				Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove
20210714485															
	RPT		07/24/2021	08:06:10											
			PATCK			4530 SEVILLE AV, VERNON									
				VPD	SALDANA,CARLO	*31W				08:06:10					08:54:39
				VPD	MACIEL,CYNTHIA	32W	08:18:44	08:18:54	08:21:16				08:42:14		
				VPD	SANTOS,DANIEL	S2	08:18:47	08:18:58	08:39:45				08:46:09		
20210714497															
	RPT		07/24/2021	12:34:47		CHOICE PRODUCE									
			GTAR			1937 E VERNON AV, VERNON									
				VPD	MACIEL,CYNTHIA	*32W	12:40:21	12:40:41	12:49:39						13:40:08
20210714499															
	VREC		07/24/2021	13:08:08											
			REC			GRANDE VISTA AV // HOLABIRD AV, VERNON									
				VPD	CAM,PATRICK	*41E				13:08:08					14:48:13
20210714509															
	1015		07/24/2021	16:09:34											
	RPT		HBC			4530 SEVILLE AV, VERNON									
				VPD	SALDANA,CARLO	*31W				16:09:34			17:20:32		
				VPD	MACIEL,CYNTHIA	32W				16:09:38			17:20:28		
				VPD	REDONA,BRYAN	40E				16:10:22			16:50:09		
				VPD	CAM,PATRICK	41E				16:12:12					17:23:44
				VPD	DOCHERTY,MICH	44				16:12:11					17:23:44

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 07/25/2021

Jurisdiction: VERNON

Last Date: 07/25/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210714543												
	RPT	07/25/2021	03:35:10									
	1015	PEDCK		3480 E 26TH, VERNON								
	VREC											
			VPD	FLORES,TERESA	*32W			03:35:10			05:49:33	
			VPD	ARANA,ANDRE	31W	03:35:13	03:35:13	03:38:00			05:40:25	
				MR C TOW	MR C TOW		04:13:31	04:25:44			05:40:24	
20210714548												
	RPT	07/25/2021	05:59:44	CITY RECYCLING YARD								
		415		2221 E 55TH, VERNON								
			VPD	ARANA,ANDRE	*31W	06:00:33	06:01:17	06:07:29			06:49:57	
			VPD	FINO,MARCUS	32			06:30:01			06:49:59	
			VPD	ZOZAYA,OSCAR	40E	06:09:22	06:09:23	06:12:47			06:49:49	
			VPD	GODOY,RAYMON	41E	06:00:40	06:01:19	06:07:27			06:49:47	
			VPD	GODOY,RAYMON	41W		06:29:16	06:30:27				07:56:50
			VPD	DOCHERTY,MICH	44			06:30:04			06:50:01	
			VPD	ESTRADA,IGNACI	S3			06:10:07			06:49:53	
			VPD	VILLEGAS,RICHA	XS		06:26:54	06:33:06			06:49:54	
20210714560												
	RPT	07/25/2021	09:59:11									
		459VR		S 2ND // ANDERSON, VERNON								
			VPD	SALDANA,CARLO	*41W		10:02:40	10:07:33			10:37:48	
			VPD	MANNINO,NICHOI	43		10:03:09	10:07:36				10:46:22
20210714578												
	RPT	07/25/2021	17:14:15									
	1015	PEDCK		E 54TH // SOTO, VERNON								
			VPD	MACIEL,CYNTHIA	*32E			17:14:15				18:39:56
			VPD	SALDANA,CARLO	41W			17:16:59			18:08:01	
20210714597												

# VERNON POLICE DEPARTMENT

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

First Date: 07/25/2021

Jurisdiction: VERNON

Last Date: 07/25/2021

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210714597														
	RPT		07/25/2021	22:22:40	ALL BROS WHOLESALE									
		GTAR			4281 BANDINI BL, VERNON									
				VPD	ZOZAYA,OSCAR	*40E		22:27:38		22:41:01				23:34:21
20210714602														
	VREC		07/25/2021	23:43:32										
	RPT		REC		3770 E WASHINGTON BL, VERNON									
				VPD	ZOZAYA,OSCAR	*40E		23:45:32		23:54:17				00:47:41

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 07/26/2021

Jurisdiction: VERNON

Last Date: 07/26/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210714622												
	RPT	07/26/2021	07:21:06	ALLIED SALES								
		459R		2021 E 52D, VERNON								
			VPD	MACIEL,CYNTHIA	*31W	07:23:09	07:23:38	07:27:43			07:32:11	
			VPD	SALDANA,CARLO	40		07:23:47	07:27:45				08:21:47
20210714628												
	RPT	07/26/2021	09:03:08	PROFESSIONAL PRODUCE								
		487R		2570 E 25TH, VERNON								
			VPD	SWINFORD,PHILL	*44	09:06:05	09:06:15				09:07:45	
			VPD	MACIEL,CYNTHIA	31W		09:07:38	09:16:07				09:58:52
20210714635												
	VREC	07/26/2021	10:06:41									
		REC		BANDINI BL // SUNOL DR, VERNON								
			VPD	FINO,MARCUS	*26E			10:11:13				11:07:05
			VPD	MACIEL,CYNTHIA	31W		10:11:33	10:14:51			11:06:35	
			VPD	SALDANA,CARLO	40		10:11:32	10:26:15			10:57:13	
			VPD	MANNINO,NICHOI	41W		10:11:45	10:26:19			10:51:06	
			VPD	VILLEGAS,RICHA	XS			10:19:14				11:07:06
20210714637												
	SUP	07/26/2021	10:57:41	PROFESSIONAL PRODUCE								
		140		2570 E 25TH, VERNON								
			VPD	MACIEL,CYNTHIA	*31W	11:06:36	11:06:51	11:16:29				11:23:25

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 07/27/2021

Jurisdiction: VERNON

Last Date: 07/27/2021

Call Number	Disp	Ten	Received	Caller			Unit Time							
				Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive
20210714695														
	RPT		07/27/2021	07:24:52	LA CURACAO									
			484R		4444 AYERS AV, VERNON									
				VPD	FINO,MARCUS		*40E	07:26:01	07:26:16				07:26:35	
				VPD	MANNINO,NICHOI		32E		07:26:33	07:31:58				07:50:39
20210714724														
	RPT		07/27/2021	14:09:57										
			GTAR		3311 SLAUSON, VERNON									
				VPD	SWINFORD,PHILL		*43W	14:10:24		14:10:48				14:59:09
20210714727														
	RPT		07/27/2021	14:51:03										
	1015		PEDCK		FRUITLAND AV // MALABAR, VERNON									
	VS													
				VPD	HERNANDEZ,MIG		*41W			14:51:03			19:14:55	
				VPD	FINO,MARCUS		40E			14:59:04			18:31:47	
				VPD	SWINFORD,PHILL		43W		16:43:09	15:21:09			17:09:42	
20210714729														
	1015		07/27/2021	15:17:40										
	RPT		415		2416 E 27TH, VERNON									
				VPD	MANNINO,NICHOI		*32E	15:24:09	15:26:59				17:28:43	
				VPD	SWINFORD,PHILL		43W	15:24:39	15:29:37				16:05:34	

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 07/28/2021

Jurisdiction: VERNON

Last Date: 07/28/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210714768												
	VREC	07/28/2021	08:21:17	ALL MASTERS								
	RPT	REC		5051 E SLAUSON AV, VERNON								
	VOID											
			VPD	FINO,MARCUS	*31E	08:25:38	08:34:21					09:48:15
20210714773												
	RPT	07/28/2021	09:45:18	EMILIA								
		902T		S DISTRICT BL // ATLANTIC BL, VERNON								
			VPD	VASQUEZ,LUIS	*43E	09:47:39	09:51:28					10:32:55
20210714785												
	RPT	07/28/2021	13:26:14	JERSEY MIKES								
	MET	WELCK		2546 S ALAMEDA, VERNON								
			VPD	SWINFORD,PHILL	*44W	13:27:25	13:31:55				14:04:31	
			VPD	FINO,MARCUS	31E	13:28:26	13:31:58					15:22:42
			VPD	VASQUEZ,LUIS	43E	13:27:47	13:31:54				14:04:36	
20210714790												
	RPT	07/28/2021	16:33:01	SM WHOLESale								
		AGTAR		2932 E 54TH, VERNON								
			VPD	SWINFORD,PHILL	*44W	16:33:10	16:37:43					17:02:50
20210714801												
	1015	07/28/2021	22:52:18									
	RPT	TRAFFIC STOP		SANTA FE // FLORENCE, VERNON								
	VS											
			VPD	CROSS,JEREMY	*S4			22:52:18			00:48:47	
			VPD	STEVENSON,KEN	22E	23:02:58	23:11:45				01:09:17	
			VPD	CERDA,PAUL,JR	43W	22:52:39	22:52:40	23:00:02				
			VPD	MARTINEZ,GABRI	S5			22:52:21			00:48:50	

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 07/29/2021

Jurisdiction: VERNON

Last Date: 07/29/2021

Call Number	Disp	Ten	Received	Caller										
		Code	Complaint	Address	Unit Time									
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp		
20210714804														
1015		07/29/2021	00:15:25	T-Mobile USA 888-662-4662 opt 4										
RPT		273.5		2522 E 37TH, VERNON				Department VPD	OCA Number CR20211250	RMS Juris CA0197300				
			VPD	CERDA,EUGENIO	*41	00:16:17	00:16:19	00:18:34				02:58:46		
			VPD	CROSS,JEREMY	S4		01:56:46	00:48:54			02:28:34			
			VPD	MARTINEZ,GABRI	S5			00:48:55			00:53:13			
20210714812														
RPT		07/29/2021	07:46:09											
		MR60		3361 FRUITLAND AV, VERNON				Department VPD	OCA Number CR20211252	RMS Juris CA0197300				
			VPD	CAM,PATRICK	*40E		07:48:55	07:54:39				08:33:28		
20210714815														
RPT		07/29/2021	08:05:49	DIRECT SOURCE DISTRIBUTION										
		487R		3005 BANDINI BL, VERNON				Department VPD	OCA Number CR20211253	RMS Juris CA0197300				
			VPD	RAMOS,JOSE	*47		08:14:14	08:19:05			08:14:31	09:05:20		
20210714823														
CITE		07/29/2021	10:21:34											
RPT		TRAFFIC STOP		4435 S SANTA FE AV, VERNON				Department VPD	OCA Number CR20211254	RMS Juris CA0197300				
VI														
			VPD	REDONA,BRYAN	*32W			10:21:34				10:55:03		
			VPD	RAMOS,JOSE	47		10:30:10	10:32:06				10:55:03		
20210714827														
VREC		07/29/2021	11:17:39											
1015		REC		INDUSTRIAL WAY // WASHINGTON BL, VERNON				Department VPD	OCA Number CR20211255	RMS Juris CA0197300				
RPT														
			VPD	CAM,PATRICK	*40E			11:17:39				13:27:14		
			VPD	REDONA,BRYAN	32W		11:17:42	11:19:27			12:43:55			
			VPD	RAMOS,JOSE	47		11:18:01	11:23:13			12:21:45			
			VPD	ENCINAS,ANTHOI	5D31			11:28:38			11:29:00			
			VPD	HERNANDEZ,EDV	5D32			11:28:40			11:34:36			
			VPD	VELEZ,MARISSA	5D34			11:28:57			11:34:39			



# VERNON POLICE DEPARTMENT

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

First Date: 07/29/2021

Jurisdiction: VERNON

Last Date: 07/29/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210714827												
	VREC		07/29/2021	11:17:39								
	1015		REC		INDUSTRIAL WAY // WASHINGTON BL, VERNO							
	RPT											
				VPD	OURIQUE,CARLO	5D35		11:28:42			11:34:41	
				VPD	LANDA,RAFAEL	XS		11:23:05			12:22:16	
20210714829												
	1015		07/29/2021	12:25:15	SG IMPORTS							
	RPT		WELCK		3680 S SANTA FE AV, VERNON							
	VREC											
				VPD	LANDA,RAFAEL	*XS	12:28:20	12:30:16				13:59:58
				VPD	REDONA,BRYAN	32W		12:43:58				13:59:57
				VPD	RAMOS,JOSE	47		13:03:26				13:59:57
20210714830												
	VREC		07/29/2021	12:30:00								
	RPT		REC		HOLABIRD // WASHINGTON, VERNON							
				VPD	VASQUEZ,LUIS	*43		12:30:00				13:05:20
20210714833												
	RPT		07/29/2021	13:29:28								
			487R		BONNIE BEACH//BANDINI, VERNON							
				VPD	VASQUEZ,LUIS	*43		13:35:04				14:16:48
20210714835												
	RPT		07/29/2021	13:37:05	AMAZON FULLFILMENT							
			459VR		5119 S DISTRICT BL, VERNON							
				VPD	RAMOS,JOSE	*47	14:00:05	14:10:44				14:30:58
20210714843												
	RPT		07/29/2021	15:43:09	LA MAIN CONNECTION							
	VS		917A		2011 E 27TH, VERNON							

# VERNON POLICE DEPARTMENT

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

First Date: 07/29/2021

Jurisdiction: VERNON

Last Date: 07/29/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210714843												
	RPT		07/29/2021	15:43:09	LA MAIN CONNECTION							
	VS		917A		2011 E 27TH, VERNON							
				VPD	VASQUEZ,LUIS	*43	15:50:14				15:50:42	
				VPD	REDONA,BRYAN	32W	15:50:29	15:59:40				16:36:32
20210714846												
	RPT		07/29/2021	17:58:21	ABNER ESCOBAR							
	OR		901T		S ALAMEDA // VERNON AV, VERNON							
				VPD	REDONA,BRYAN	*32W	18:00:27	18:01:56				18:44:50
				VPD	CAM,PATRICK	40E		18:02:35				18:44:50
				VPD	VASQUEZ,LUIS	43		18:06:12				18:44:51

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 07/30/2021

Jurisdiction: VERNON

Last Date: 07/30/2021

Call Number	Disp	Ten	Received	Caller	Unit Time								
		Code	Complaint	Address	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp	
20210714909													
RPT		07/30/2021	13:46:30	NORTON PACKAGING									
CITE		902T		5800 S BOYLE AV, VERNON									
			VPD	REDONA,BRYAN	*26E	13:47:55	13:47:56	13:57:12				14:30:04	
			VPD	VASQUEZ,LUIS	40	14:00:55	14:05:31	14:06:42			14:22:51		
20210714913													
RPT		07/30/2021	14:31:16	PASSER BY									
OR		901T		ALCOA AV // SLAUSON AV, VERNON									
			VPD	REDONA,BRYAN	*26E	14:31:54	14:31:55	14:31:56				15:27:19	
			VPD	CAM,PATRICK	31W		14:32:29	14:39:10			14:59:46	15:27:20	
			VPD	DOCHERTY,MICH	44		14:35:40	14:39:16			15:24:37		
				USTOW	US TOW	14:43:07	14:43:07	15:07:45				15:27:20	
20210714917													
RPT		07/30/2021	15:36:19	MANUEL GUZMAN									
		902T		ALCOA AV // LEONIS BL, VERNON									
			VPD	REDONA,BRYAN	*26E		15:38:00				15:38:17		
			VPD	DOCHERTY,MICH	44			15:38:24				16:19:49	
			VPD	SANTOS,DANIEL	S2		15:46:03				15:51:31		

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 07/31/2021

Jurisdiction: VERNON

Last Date: 07/31/2021

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20210714951														
	RPT		07/31/2021	00:07:04										
		PEDCK		S SOTO // 44TH, VERNON										
			VPD	MADRIGAL,ALFOI	*44E				00:07:04					00:25:50
			VPD	GODOY,RAYMON	32E		00:07:05		00:15:11					00:25:49
20210714958														
	VREC		07/31/2021	01:46:34										
	RPT	REC		E 25TH // ALAMEDA, VERNON										
			VPD	FLORES,TERESA	*38W				01:46:34					02:39:41
				MR C TOW	MR C TOW	02:12:49	02:12:50		02:26:23					02:39:42
20210714972														
	RPT		07/31/2021	07:13:00										
		A487R		ROYAL WHOLESALE										
			VPD	4309 E DISTRICT BL, VERNON	*40E	07:14:10	07:14:26		07:39:43					08:47:07
20210714978														
	RPT		07/31/2021	08:51:23										
		GTAR		WHOLE FOOD TRADING										
			VPD	4405 FRUITLAND AV, VERNON	*32E	08:57:51	08:57:52		09:02:29					09:34:16
20210714989														
	RPT		07/31/2021	14:07:47										
	OR	901T		LAUREN - WITNESS										
				E 26TH // SOTO, VERNON										
			VPD	CAM,PATRICK	*40E	14:08:35	14:08:36		14:12:27			15:17:15		
			VPD	SALDANA,CARLO	31W		14:11:33		14:14:59					15:21:30
				USTOW	US TOW	14:31:11	14:32:01		14:53:32			15:17:17		

\* Denotes Primary Unit

# City Council Agenda Item Report

Agenda Item No. COV-742-2021

Submitted by: Cynthia Cano

Submitting Department: Public Works

Meeting Date: September 21, 2021

## **SUBJECT**

Public Works Department Monthly Report

## **Recommendation:**

Receive and file the July 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 July 2021.

## **Fiscal Impact:**

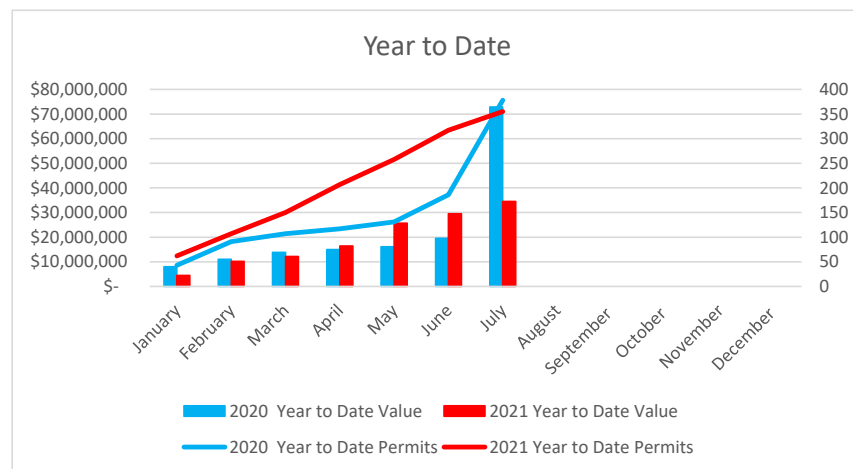
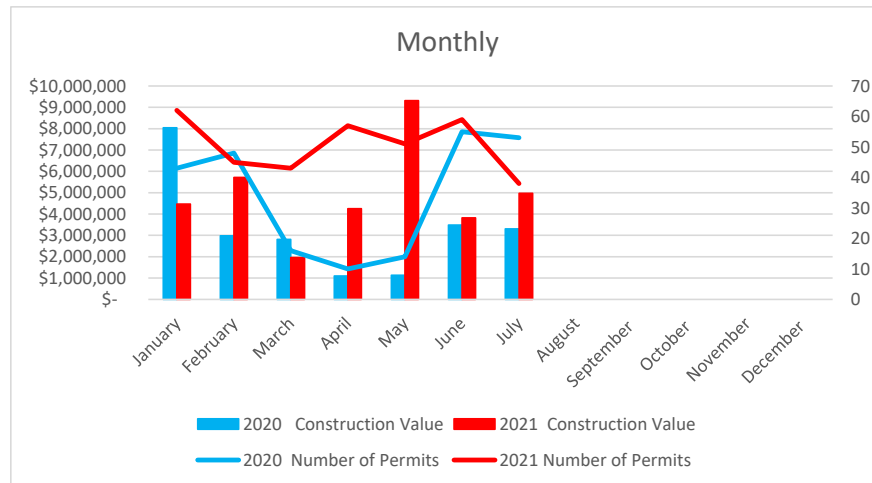
There is no fiscal impact associated with this report.

## **Attachments:**

1. [Public Works Department July 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	\$ 3,485,709	55	\$ 19,554,448	186	\$ 3,826,680	59	\$ 29,537,785	317	70%	51%
July	\$ 3,301,660	53	\$ 72,878,447	378	\$ 4,969,602	38	\$ 34,507,387	355	-6%	-53%
August										
September										
October										
November										
December										





**City of Vernon  
Building Department  
Monthly Report from 7/1/2021 to 7/31/2021**

Type	Value	# of Permits
Electrical	\$835,310.00	10
Grading	\$3,000,000.00	1
Industrial - Remodel	\$296,642.00	5
Mechanical	\$128,000.00	2
Miscellaneous	\$486,034.00	12
Plumbing	\$94,615.95	7
Roof	\$129,000.00	1
July 2021 TOTALS PERMITS:	\$4,969,601.95	38
PREVIOUS MONTHS TOTAL	\$29,537,785.00	317
YEAR TO DATE TOTAL	\$34,507,387.00	355
July 2020 TOTALS PERMITS:	\$3,301,660.00	53
PREVIOUS MONTHS TOTAL	\$69,576,787.38	325
PRIOR YEAR TO DATE TOTAL	\$72,878,447.38	378



**City of Vernon  
Building Department  
Major Projects from 7/1/2021 to 7/31/2021  
Valuations > 20,000**

Permit No.	Project Address	Tenant	Description	Job Value
<b>Electrical</b>				
B-2020-4376	1951 VERNON AVE APN 6302017043	smart A & C Inc.	Install 2 new coolers	46000
B-2020-4259	3375 SLAUSON AVE APN 6310004015		Electrical - TI for office on first and second floor	309380
B-2021-4654	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.	350000
B-2021-4798	6190 BOYLE AVE APN 6310027037		Electrical - lighting retrofit; lighting control panel and LED	93000
<b>4</b>	<b>Record(s)</b>			<b><u>\$798,380.00</u></b>
<b>Grading</b>				
B-2021-4505	4620 SEVILLE AVE APN 6308002016		Grading - 1 office building with park/industrial building	3000000
<b>1</b>	<b>Record(s)</b>			<b><u>\$3,000,000.00</u></b>
<b>Industrial - Remodel</b>				
B-2021-4716	4550 MAYWOOD AVE APN 6304022045	LA Distribution	Cooler box 62x80x23-6 35 degree	171642
B-2020-4379	1951 VERNON AVE APN 6302017043	Best Produce	Install (2) coolers, #1 2,024sf, #2 2,239sf, freezer 1,049sf, (N) office, kitchen, demo wall	98000
<b>2</b>	<b>Record(s)</b>			<b><u>\$269,642.00</u></b>
<b>Mechanical</b>				
B-2020-4377	1951 VERNON AVE APN 6302017043		Refrigeration equipment and installation for new coolers and freezer F/W B-2020-4379	68000
B-2021-4834	3220 26TH ST APN 6303002025	C & L Refrigeration	Replace (2) condensing units and (2) air units for walk-in cooler	60000
<b>2</b>	<b>Record(s)</b>			<b><u>\$128,000.00</u></b>
<b>Miscellaneous</b>				
B-2021-4460	4240 BANDINI BLVD APN 6304004015		non friable asbestos roof material removal 600 sf mastic. An executed manifest shall be submitted to the city prior to final inspection.	120000
B-2021-4483	5601 BICKETT ST APN 6310015036		Equipment slab, equipment platform	104850
B-2021-4502	2611 SANTA FE AVE APN 6302008031		storage racks	27000
B-2021-4784	4519 EVERETT AVE APN 6304022037		Strengthen (E) purlins for fire sprinkler system upgrade.	80000



B-2021-4685	3390 SLAUSON AVE APN 6310027048	Storage racks - 16,985 sq. ft.	75000
B-2021-4686	3351 SLAUSON AVE APN 6310004010	Storage racks	23000
<b>6</b>	<b>Record(s)</b>		<b><u>\$429,850.00</u></b>
<b>Plumbing</b>			
B-2020-4226	2801 46TH ST APN 6303014016	Plumbing for new Mens and Womens restrooms & employee breakroom. Drainage, waste and vent. Hot and cold water piping.	50000
<b>1</b>	<b>Record(s)</b>		<b><u>\$50,000.00</u></b>
<b>Roof</b>			
B-2021-4789	6131 MALBURG WAY APN 6310027042	Re-roof (1) existing roof with new maintenance system WC-1P-XE 720 ARC White coating bright white 0.84 0.75 0.89 0.91 106 93 replace skylights - matching existing layout and type	129000
<b>1</b>	<b>Record(s)</b>		<b><u>\$129,000.00</u></b>
<b>17</b>	<b>Permit(s)</b>	<b>Total</b>	<b><u>\$4,804,872.00</u></b>



**City of Vernon  
Building Department  
New Buildings Report - July 2021**

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None



City of Vernon  
Building Department  
Demolition Report - July 2021

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None



**City of Vernon  
Building Department  
Status of Certificates of Occupancy Requests  
Month of July 2021**

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Request for Inspection	<b>15</b>
Approved	<b>19</b>
Pending	<b>552</b>
Temporary Occupancies	<b>14</b>

**City of Vernon**  
**Certificate of Occupancy**  
**Applications Date From 7/1/2021 to 7/31/2021**

<b>Issued</b>	<b>Permit No.</b>	<b>Project Address</b>	<b>Tenant</b>	<b>Description</b>	<b>Fees Paid</b>	<b>Square Feet</b>
	C-2021-1728	2050 49TH ST APN 6308015077	Bee Solution Network, Inc.	Warehousing of electronics	1,046.00	54000
	C-2021-1729	6116 MALBURG WAY APN 6310027051	POCAS International Corp.	Wholesale and distribution of food and beverages	885.00	31562
	C-2021-1730	5981 MALBURG WAY APN 6310027046	Lux Los Angeles, LLC	Storage of clothing	885.00	12232
	C-2021-1731	2485 VERNON AVE APN 6302018017	Cali USA Apparel Corp.	Online sales of clothing and storage	385.00	2000
	C-2021-1733	3751 SEVILLE AVE APN 6302020040	Capital Logistics and warehousing	Warehousing and distribution and general merchandise	1,207.00	136000
	C-2021-1734	2454 27TH ST APN 6302004023	MySaints DME LLC	Durable medical equipment	385.00	500
	C-2021-1735	5015 PACIFIC BLVD APN 6308010019	Grand Cabbage	Wholesale garments	385.00	2000
	C-2021-1736	5015 PACIFIC BLVD APN 6308010019	Hena Print	Fabric printing	385.00	4000
	C-2021-1737	2761 FRUITLAND AVE APN 6308002006	Jaya Apparel Group LLC	Garment manufacturing	885.00	11097
	C-2021-1738	3257 26TH ST APN 5169033016	Smallhold, Inc.	Indoor culinary mushroom farming	885.00	33900
	C-2021-1739	4519 EVERETT AVE APN 6304022037	Gold Wing Trading, Inc.	Warehousing and distribution	1,046.00	69900
	C-2021-1740	3375 SLAUSON AVE APN 6310004015	AFSCME District Council 36	Office/meeting space	885.00	30000
	C-2021-1741	4383 EXCHANGE AVE APN 6304021052	California Ranch Food Company Inc.	Food packaging	885.00	18370
	C-2021-1742	4625 50TH ST APN 6304017011	TTV	Art gallery exhibits and filming studio	885.00	16500
	C-2021-1732	4827 49TH ST APN 6304014003	JNA Apparel Unlimited Inc.	Warehousing and distribution of garments	1,770.00	40784
<b>Total for Certificate of Occupancy:</b>					<b>12,804.00</b>	<b>462,845.00</b>
<b>15 Permits(s)</b>					<b>Total Fees Paid</b>	<b>12,804.00</b>

**City of Vernon**  
**Certificate of Occupancy**  
**Issued Date From 7/1/2021 to 7/31/2021**

Issued	Permit No.	Project Address	Tenant	Description	Fees Paid	Square Feet
7/8/2021	C-2019-1273	3239 46TH ST APN 6303016002	Westgate Mfg. Inc.	Warehousing and distribution of equipment & lighting fixtures	885.00	28232
7/12/2021	C-2021-1701	2761 FRUITLAND AVE APN 6308002006	I & I Wholesale Corp. dba Iris	Office & Warehouse - Wholesale of women's clothing	2,414.00	148852
7/13/2021	C-2021-1623	2100 49TH ST APN 6308015077	Nuys, Inc.	Warehousing and distribution of general merchandise	1,046.00	54000
7/14/2021	C-2020-1491	4545 PACIFIC BLVD APN 6308008024	Southern California Curling Center Inc.	Curling ice facility	885.00	42013
7/15/2021	C-2021-1711	2241 49TH ST APN 6308015044	Silvut, LLC	Furniture sales	385.00	1000
7/19/2021	C-2019-1397	5685 ALCOA AVE APN 6310008009	QX Logistix LLC	Warehousing and distribution of general merchandise	1,207.00	116450
7/20/2021	C-2021-1688	2050 52ND ST APN 6308016038	Espirit Trading Inc.	Warehousing and distribution of refrigerated dig vegetables & fruit	885.00	10000
7/21/2021	C-2021-1689	3310 LEONIS BLVD APN 6303026007	Trim Line	Garment cutting	885.00	9628
7/21/2021	C-2021-1695	2914 LEONIS BLVD APN 6303024017	The Million Roses, Inc.	Manufacturing handmade paper boxes with flowers	885.00	11974
7/21/2021	C-2021-1699	2833 LEONIS BLVD. APN 6303022004	American Consumer Products, LLC.	Office use	385.00	800
7/21/2021	C-2021-1712	6200 MALBURG WAY APN 6310027053	Top Knobs USA Inc.	Warehousing and distribution of cabinet hardware	885.00	44588
7/21/2021	C-2021-1727	2150 25TH ST APN 6302008030	Sunrise Apparel Import Inc.	Warehousing and distribution of apparel	885.00	20000
7/21/2021	C-2021-1655	1900 25TH ST APN 6302009016	Cherry Mellow, Inc.	Warehousing and distribution of apparel	885.00	38000
7/21/2021	C-2021-1662	3608 S SOTO ST APN	CV Business Management LLC	Restaurant	385.00	1567
7/27/2021	C-2020-1586	2645 S SANTA FE AVE APN	H & A Greative Works, LLC	Warehousing and distribution of apparel	385.00	4500

Issued	Permit No.	Project Address	Tenant	Description	Fees Paid	Square Feet
7/27/2021	C-2021-1647	3390 SLAUSON AVE APN 6310027048	Lam Sheng Kee West Coast Limited	Gold storage and distribution of seafood	885.00	50000
7/27/2021	C-2017-0815	2787 LEONIS BLVD APN 6308002012	Bags & Luggage 4 Closeou	Office use only	385.00	200
7/27/2021	C-2021-1679	1980 25TH ST APN 6302009017	Privy, Inc.	Warehousing and distribution of garments	885.00	20000
7/27/2021	C-2021-1707	2944 44TH ST APN 6303015005	Attrend, Inc.	Warehousing and distribution of clothing	385.00	2000
Total for Certificate of Occupancy:					15,827.00	603,804.00
19 Permits(s)					Total Fees Paid	15,827.00

# City Council Agenda Item Report

Agenda Item No. COV-788-2021

Submitted by: Daniel Wall

Submitting Department: Public Works

Meeting Date: September 21, 2021

## **SUBJECT**

City Housing Quarterly Report

## **Recommendation:**

Receive and file the September 2021 City Housing Quarterly Report.

## **Background:**

The attached update was provided to the Vernon Housing Commission at its Regular Meeting on September 8, 2021, and is presented to the Council for its information.

## **Fiscal Impact:**

There is no fiscal impact associated with this report.

## **Attachments:**

1. [September 2021 Quarterly Housing Report](#)



The background of the slide features a large, faded yellow seal of the City of Vernon Housing Commission. The seal is circular with a gear-like outer border. Inside the border, the text "CITY OF VERNON" is at the top and "EXCLUSIVELY INDUSTRIAL" is at the bottom. The center of the seal depicts a scene with industrial machinery, including a large gear and a conveyor belt, with several figures working. A banner across the bottom of the central scene reads "FOUNDED 1905".

# **Vernon Housing Commission Quarterly Report**

**September 8, 2021**

**Daniel Wall - Director of Public Works**

# Overview

***Public Works effectively manages City-owned housing and strives to provide outstanding service to its tenants.***

1. Rent Register
2. Occupancy
3. Call Summary
4. Soil Remediation
5. Remodel
6. Inspections
7. Closing



# **Rent Register**

There is one tenant that has several months of rent that is past due.

Delinquency:

- Outstanding balance as of 8/31/2021 is \$17,599.82
- City has been compliant with COVID-19 Notice Process
- City applied for state rental assistance on behalf of tenant
- Updates will continue to be provided at VHC meetings

# Occupancy

Block	Properties	Occupied	Unoccupied
Furlong	10	9	4324 Furlong*
50th	8	7	3382 50th
Fruitland	6	5	3361 Fruitland
Vernon	2	2	0 - Full

## Notes

\*Utilized for temporary relocation of tenant to facilitate remodeling.



# Summary of Calls Received

Month	Calls Received	Types of Calls				Avg. Days To Complete
		Repairs	Questions	Housing Inquiries	Other	
June	11	3	2	6	0	> 1 day
July	6	3	0	3	0	> 1 day
August	6	2	0	4	0	> 1 day
<b>Totals</b>	23	8	2	13	0	> 1 day



# Fruitland Soil Remediation - Completed





# Furlong Remodel - Completed



4328 Furlong Remodel  
Demo Work 5/19/21

9/1/2021

# Inspections



- Goal is to complete bi-annual inspections of all City-owned residential units
- Mid-year inspections completed
- End-of-year inspections forthcoming



# **In Closing...**

## **Public Works:**

1. Follows established VHC Policies and Procedures in management practices including filling vacancies via lottery
2. Actively inspects and maintains City-owned residential properties in accordance with best practices for landlords
3. Manages housing costs in a fiscally responsible manner within the budget approved by the City Council
4. Stays abreast of current issues impacting City-owned properties and tenants (environmental, rental assistance, COVID-19 etc.)
5. Engages tenants through proactive and legally compliant communications to inform of actions and invite feedback

# City Council Agenda Item Report

Agenda Item No. COV-743-2021  
Submitted by: Claudia Arellano  
Submitting Department: Public Utilities  
Meeting Date: September 21, 2021

## **SUBJECT**

Acceptance of Electrical Easement at 2638 East Vernon Avenue (APN 6308-005-015)

## **Recommendation:**

- A. Find that the proposed action is categorically 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 tenant occupying the property located at 2638 Vernon Avenue is upgrading certain facility equipment which requires an electrical upgrade. A new City-owned pad mounted transformer and switch are being installed to accommodate the electrical upgrades. As such, an easement is required for the installation and maintenance of the City-owned electrical facilities serving the property.

The Public Utilities Department received a fully executed Electrical Easement by Casmar CRF Holdings, LLC for the property at the above-mentioned location, also known as Assessor's Parcel Number 6308-005-015. The Easement and Certificate of Acceptance have been reviewed and approved by the Vernon Public Utilities Department. The Easement and Certificate of Acceptance have also 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 Certificate of Acceptance - 2638 Vernon Avenue](#)

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: 6308-005-015**

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

FOR VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY  
ACKNOWLEDGED,

**Casmar CRF Holdings, LLC (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: July 9, 2021

**Casmar CRF Holdings, LLC  
“Grantor”**

**signed in counterpart**

William Crump, Member

*Name, Title*

*Name, Title*

*Signature*

*Signature*

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

State of Texas

County of Midland

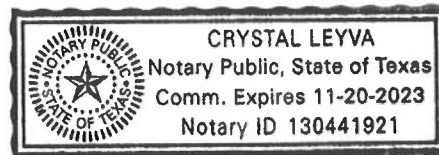
On July 9th before me, Crystal Leyva,  
(Insert Name of Notary Public and Title)

personally appeared William Crump

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 on which the person(s) acted, executed the instrument.

**I certify under PENALTY OF PERJURY under the laws of the State of Texas that the forgoing paragraph is true and correct.**

WITNESS my hand and official seal.



Signature Crystal Leyva (Seal)

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: 6308-005-015

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

FOR VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY  
ACKNOWLEDGED,

Casmar CRF Holdings, LLC (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: 6-29-2, 2021

Casmar CRF Holdings, LLC  
"Grantor"

Jesse Casso, Jr. Manager  
Name, Title  
[Signature]  
Signature

\_\_\_\_\_  
Name, Title  
\_\_\_\_\_  
Signature

## ACKNOWLEDGMENT

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

State of California  
County of Los Angeles

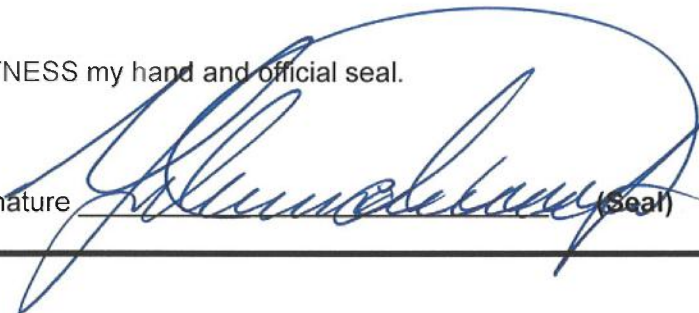
On JUNE 29, 2021 before me, Yelena Osadchaya Notary Public  
(insert name and title of the officer)

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

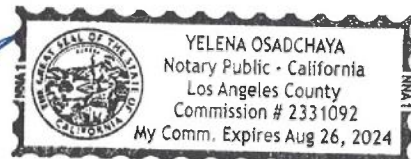
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**POWER FACILITIES EASEMENT 2638 VERNON AVENUE.**


Being a portion of 10 of Tract No. 14256, in the City of Vernon, County of Los Angeles, State of California, per Map recorded in Book 337, Pages 25 through 28, inclusive of Maps, in the Office of the County Recorder of said County, said land described as follows:

Commencing at a point on the northerly line of said Lot 10, said point distant North 88°27'25" East 138.00 feet from the northwest corner of said Lot 10; thence along said northerly line, North 88°27'25" East 39.26 feet to the Point of Beginning; thence continuing along said northerly line North 88°27'25" East 45.50 feet; thence leaving said northerly line, South 01°32'35" East 28.00 feet to a line parallel with and lying 28.00 feet southerly of said northerly line; thence along said parallel line, South 88°27'25" West 45.50 feet; thence North 01°32'35" West 28.00 feet to the Point of Beginning.

The above described strip of land contains an area of 1274 square feet, more or less.

This Legal Description is shown on the accompanying "Legal Description Exhibit B", is made a part hereof for reference purposes, was prepared as a convenience, and is not intended for the use in the division and/or conveyance of land in violation of the Subdivision Map Act of the State of California.

Prepared by me or under my direction



Douglas R. Howard, PLS 6169

PSOMAS

6-10-2021

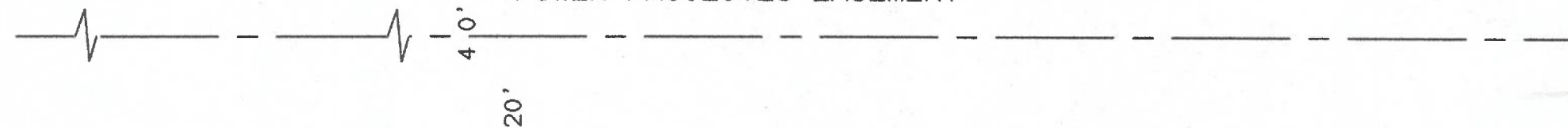
Date



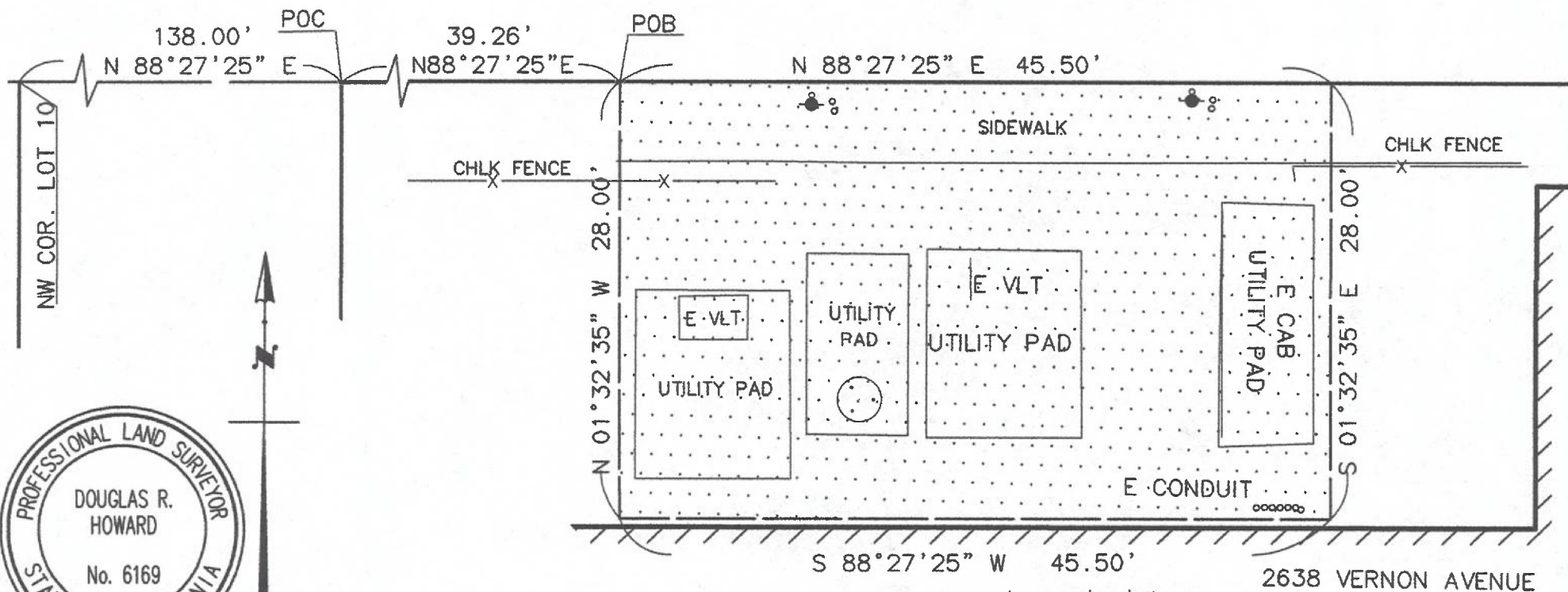
# LEGAL DESCRIPTION EXHIBIT "B"

SHEET 1 OF 1

POWER FACILITES EASEMENT



## VERNON AVENUE



*Douglas R. Howard* 6-10-2021

DATE: 04/01/2021  
JOB No: 1CAM220100, TASK 100

### PSOMAS

555 South Flower Street, Suite 4300  
Los Angeles, CA 90071  
(213) 223-1400 (213) 223-1444 (FAX)  
www.psomas.com



INDICATES AREA COVERED BY  
THE LEGAL DESCRIPTION

10' 5' 0' 10' 20'

SCALE: 1" = 10'



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 signed in counterparts dated July 9, 2021 and June 29, 2021, respectively, executed by Casmar CRF Holdings, 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 September 21, 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-781-2021  
Submitted by: Margarita Beltran  
Submitting Department: Public Works  
Meeting Date: September 21, 2021

## SUBJECT

Award of City Contract No. CS-1349 Americans with Disabilities (ADA) Improvements at the Intersection of Pacific Blvd./ Vernon Ave. and Santa Fe Ave.

## Recommendation:

- A. Find that the proposed action is categorically exempt under the California Environmentally Quality Act (CEQA) in accordance with CEQA Guidelines Section 15301 (Existing Facilities), part (c) (existing highways, streets and sidewalks), because the project consists of the maintenance, repair, or minor alteration of existing streets for ADA improvements and involves no expansion of an existing use;
- B. Accept the bid proposal from EBS General Engineering, Inc., as the lowest responsive and responsible bidder for the ADA Improvements at the Intersection of Pacific Blvd./Vernon Ave. and Santa Fe Ave. project and reject all other bids;
- C. Approve and authorize the City Administrator to execute Contract No. CS-1349 in the amount of \$90,281 for the ADA Improvements Project at Pacific Blvd./Vernon Ave. and Santa Fe Ave. project, in substantially the same form as submitted, for a period not to exceed 30 calendar days; and
- D. Authorize a contingency of \$15,000 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:

In efforts to comply with the 2020 City of Vernon Americans with Disabilities Act (ADA), Title II, Self-Evaluation and Transition Plan (Resolution No. 2020-43), on May 19, 2021, the City Administrator authorized the advertisement of a Notice Inviting Bids (NIB) for the ADA Improvements at the Intersection of Pacific Blvd./Vernon Ave. and Santa Fe Ave. Project.

This project consists of the construction of new ADA ramps, sidewalks, curbs, and gutters at the intersection of Pacific Blvd./Vernon Ave. and Santa Fe Ave.

On May 24, 2021, the Public Works Department advertised the NIB for Contract No. CS-1349, ADA Improvements at the Intersection of Pacific Blvd./Vernon Ave. and Santa Fe Ave. (Project). The NIB was posted on the City's Planetbids website and published in the local newspaper.

The bids for the Project were received and opened on June 7, 2021. The calculated results were as follows:

1. EBS General Engineering, Inc.	\$90,281.00
2. Vido Samarzich, Inc.	\$134,495.00
3. Onyx Paving Company, Inc.	\$148,000.00
4. CT&T Concrete Paving	\$174,615.00

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

**Fiscal Impact:**

The cost of this contract in the amount of \$90,281 (with a contingency of \$15,000, and a potential total amount of \$105,281) will be expensed to the Public Works Department account 011.1043.900000 in FY 2021-2022.

**Attachments:**

1. [Contract No. CS-1349 - ADA Improvements at Pacific Blvd./Vernon Ave. and Santa Fe Ave.](#)

STANDARD FORM OF  
CONSTRUCTION CONTRACT BETWEEN  
CITY AND CONTRACTOR

This Agreement is made and entered into at Vernon, California this 21<sup>st</sup> day of September, 2021, by and between the CITY OF VERNON, a chartered municipal corporation (hereinafter "City") and    EBS General Engineering, Inc., a California corporation (hereinafter "Contractor"), for construction of ADA Improvements at the Intersection of Pacific Blvd./Vernon Ave. and Santa Fe Ave., City Contract No. Contract CS-1349.

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. Notice Inviting Bids
- I. Instructions to Bidders
- J. Bid Forms
- K. 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:

ADA Improvements at the Intersection of  
Pacific Blvd./Vernon Ave. and Santa Fe Ave.  
Contract No. CS-1349

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) 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 ninety thousand, two hundred and eighty-one dollars/no cents (\$90,281.00), 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.

**Contractor's Corporate Seal**

EBS General Engineering, 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.
- 23.

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>EBS General Engineering, Inc.</u>	
<u>1345 Quarry Street, Ste 101</u>	
<u>Corona, CA 92879</u>	
Attention:	<u>Thomas Nanci, President</u>
Phone:	<u>951-279-6869</u>
Email:	<u>bids@generalengineering.com</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 x 305</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](http://www.cabmphandbooks.com)) for further information regarding the BMPs listed in Table 2-2.

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

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

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

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

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

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

The SWPPP shall include:

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

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

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

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

D. Best Management Practices

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

California Stormwater Quality Association  
P.O. Box 2313  
Livermore, CA 94551  
[www.cabmphandbooks.com](http://www.cabmphandbooks.com)

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

E. Implementation

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

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

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

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

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

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

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

G. Sewage Spill Telephone Notification

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

Sewer Maintenance Services .....City of Vernon Control Center (323- 826-1461

Fire Department Dispatch Center ..... 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

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%

1. 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 Engineer 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 Indemnatee, 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 Indemnatee for claims arising from the sole active negligence or willful misconduct of the Indemnatee 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 Indemnitee 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/](http://www.dir.ca.gov/DLSR/PWD/). To the extent that there are any differences in the federal and state prevailing wage rates for similar classifications of labor, the Contractor and its Subcontractors shall pay the highest wage rate.
2. The Contractor shall post a copy of the general prevailing rate of per diem wages at the job site.
3. The Contractor and any Subcontractor under him/her shall pay not less than the specified prevailing rate of wages to all workers employed in the execution of the Contract.
4. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining Contract applicable to the particular craft, classification, or type of worker employed on the project.
5. The Contractor shall, as a penalty to the State or the City, forfeit not more than Fifty Dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the Work or craft in which the worker is employed under the Contract by the Contractor or by any Subcontractor under him. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.
6. The specified wage rates are minimum rates only and the City will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of payment by him/her of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at his/her own expense.

##### B. Payroll Records

1. Pursuant to California Labor Code Section 1776, the Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, Work classification, straight time and overtime hours worked each day and week, and the actual per

diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. The payroll records shall be certified and shall be available for inspection.

2. The Contractor shall inform the City of the location of the payroll records, including the street address, city and county, and shall, within five (5) Working Days, provide a notice of change in location and address.
3. Upon request by the Director, the Contractor shall provide a copy of the certified payroll records along with a statement of compliance.

#### 14.05 APPRENTICESHIP STANDARDS

- A. Compliance with California Labor Code Section 1777.5 requires all public works contractors and subcontractors to:
  1. Prior to commencing work on a public works contract, submit Contract Award information to the applicable joint apprenticeship committee, including an estimate of the journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. Use Form DAS-140 from the State Department of Industrial Relations. The City reserves the right to require Contractor and Subcontractors to submit a copy of said forms to the City.
  2. Employ apprentices for the public work at a ratio of no less than one (1) hour or apprentice work for every five (5) hours or labor performed by a journeyman. To request dispatch of apprentices, use Form DAS-142 from the State Department of Industrial Relations. The City reserves the right to require Contractor and Subcontractors to submit a copy of said forms to the City.
  3. Pay the apprentice rate on public works projects only to those apprentices who are registered, as defined in Labor Code Section 3077.
  4. Contribute to the training fund in the amount identified in the Prevailing Wage Rate publication for journeyman and apprentices. Contractors who choose not to contribute to the local training trust fund must make their contributions to the California Apprenticeship Council, P.O. Box 420603, San Francisco, CA 94142.
- B. Failure to comply with the provisions of California Labor Code Section 1777.5 may result in the loss of the right to bid or perform work on all public works projects for a period of one to three years and the imposition of a civil penalty of One Hundred Dollars (\$100.00) for each calendar day of noncompliance for the first violation and up to Three Hundred Dollars (\$300.00) for each calendar day of noncompliance for a second or subsequent violation. Contractor should make a separate copy of this material for each of his/her Subcontractors.
- C. Payroll Records. The Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman apprentice, worker or other employee employed in connection with the work. The payroll records shall be certified and shall be submitted to the Project Manager every two weeks.

- D. Statement of Employer Fringe Benefit Payments. Within five (5) calendar days of signing the Contract or Subcontract, as applicable, the Statement of Employer Payments (DLSE Form PW 26 from the State Department of Industrial Relations) shall be completed for each Contractor and Subcontractor of any tier who pays benefits to a third party trust, plan or fund for health and welfare benefits, vacation funds or makes pension contributions. The form must contain, for each worker classification, the fund, plan or trust name, address, administrator, the amount per hour contributed and the frequency of contributions. Training fund contributions shall also be reported in this form. City reserves the right to require Contractors and Subcontractors to submit a copy of said forms to the City.

#### 14.06 EMPLOYMENT OF APPRENTICES

- A. In the performance of this Contract, the Contractor and any Subcontractor shall comply with the provisions concerning the employment of apprentices in the Labor Code of the State of California and any amendments thereof.
- B. In the event the Contractor or any Subcontractor willfully fails to comply with the aforesaid provisions of the Labor Code, such Contractor or Subcontractor shall be subject to the penalties for noncompliance in the Labor Code of the State of California and any amendments thereof.

#### 14.07 REGISTRATION WITH THE STATE DEPARTMENT OF INDUSTRIAL RELATIONS

In the performance of this Contract, Contractor and/or any Subcontractor must be currently registered and qualified (including payment of any required fee) with the State Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the State Department of Industrial Relations.

#### 14.08 CHARACTER OF WORKERS

The Contractor shall not allow his/her agents or employees, Subcontractors, or any agent or employee thereof, to trespass on premises or lands in the vicinity of the Work. Only skilled foremen and workers shall be employed on Work requiring special qualifications, and when required by the Director, the Contractor shall discharge any person who commits trespass, or in the opinion of the Director, acts in a disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable manner. Any employee being intoxicated or bringing or having intoxicating liquors or controlled substances on the Work shall be discharged. Such discharge shall not be the basis of any claim for compensation of damages against the City or any of its officers, agents, and employees.

#### 14.09 NO SMOKING – STATE LABOR CODE SECTION 6404.5

The Contractor and its agents, employees, Subcontractors, representatives, and any person under **Contractor's control, are prohibited from smoking** in— or within a 20-foot distance from— the Site, which is a "place of employment" under California Labor Code § 6404.5.

[END OF ARTICLE]

## **ARTICLE 15 - DISPUTE RESOLUTION**

### 15.01 SUBMISSION OF CLAIMS

#### A. By Contractor

**Contractor's right to commence the Claims Dispute Resolution Process shall arise upon the Director's written response denying all or part of a Claim. Contractor shall submit a written Statement of Dispute to the Director within seven (7) Days after the Director rejects all or a portion of Contractor's Claim. Contractor's Statement of Dispute shall be signed under penalty of perjury and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the effect, if any, on the compensation due or performance obligations of Contractor under the Construction Contract. Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to the adjustment of the Contractor's obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on Contractor's time for performance. Adequate supporting data to a Statement of Dispute submitted by Contractor involving Contractor's compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.**

#### B. By City

**City's right to commence the Claims Dispute Resolution Process shall arise at any time following the City's actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude City from asserting Claims in response to a Claim asserted by Contractor. A Statement of Dispute submitted by City shall state the events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by City as a result of such events.**

#### C. Claims Defined

**The term "claims" as used herein shall be as defined in California Public Contract Code § 20104(b)(2).**

### 15.02 CLAIMS DISPUTE RESOLUTION PROCESS

The parties shall utilize each of the following steps in the Claims Dispute Resolution Process in the sequence they appear below. Each party shall participate fully and in good faith in each step in the Claims Dispute Resolution Process, which good faith effort shall be a condition precedent to the right of each party to proceed to the next step in the Claims Dispute Resolution Process.

#### A. Direct Negotiations

Designated representatives of City and Contractor shall meet as soon as possible (but not later than ten (10) Days after receipt of the Statement of Dispute) in a good faith effort to negotiate a resolution to the Claim. Each party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such party, and with full **authority to resolve such Claim then and there, subject only to City's right and obligation to obtain City Council [or other City official] approval of any agreed settlement or resolution.** In the Claim involves the assertion of a right or claim by a Subcontractor against Contractor that is in turn being asserted by Contractor against City, then such Subcontractor shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the parties may either continue the negotiations or either party

may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

B. Deferral of Claims

Following the completion of the negotiations required by Paragraph 15.02-A., all unresolved Claims, except those that do not involve parties other than the Contractor and City, shall be deferred pending **Final Completion of the Work, subject to City's right, in its sole and absolute discretion, to require that** the claims Dispute Resolution Process proceed prior to Final Completion. In the event that City does not elect to proceed with the Claims Dispute Resolution Process prior to Final Completion of the Work, all Claims that have been deferred until such Final Completion shall be consolidated within a reasonable time after such Final Completion and thereafter pursued to resolution pursuant to the Claims Dispute Resolution Process. Nothing contained in this Article 15 shall be interpreted as limiting the **parties' rights to continue informal negotiations** of Claims that have been deferred until such Final Completion; provided, however, that such informal negotiations shall not be interpreted as altering the provisions of this Article 15 deferring final determination and resolution of unresolved Claims until after Final Completion of the Work.

C. Legal Proceedings

If the Claim is not resolved by direct negotiations then the party wishing to further pursue resolution or determination of the Claim shall submit the Claim for determination by commencing legal proceedings in a court of competent jurisdiction.

15.03 NO WAIVER

Participation in the Claims Dispute Resolution Process shall not constitute a waiver, release or compromise of any defense of either party, including, without limitation, any defense based on the assertion that the rights of Contractor that are the basis of a Claim were previously waived by Contractor due to failure to comply with the **Contract Documents, including, without limitation, Contractor's failure to comply with any time periods for** providing notices or for submission or supporting documentation of Claims.

[END OF ARTICLE]



## **ARTICLE 16 - ACCOUNTING RECORDS**

### **16.01 MAINTENANCE OF RECORDS**

Contractor shall keep, and shall include in its contracts with its Subcontractors, provisions requiring its Subcontractors to keep full and detailed books and records in accordance with the requirements of the Contract Documents, including the following: all information, materials and data of every kind and character (hard copy, as well as computer readable data if it exists), that have any bearing on or pertain to any matters, rights, duties or obligations relating to the Project or the performance of the Work, including, without limitation, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, change orders, change order requests, estimates, field orders, schedules, diaries, logs, reports, shop drawings, samples, exemplars, Drawings, Specifications, invoices, delivery tickets, receipts, vouchers, cancelled checks, memoranda; accounting records; job cost reports; job cost files (including complete documentation covering negotiated settlements); backcharge; general ledgers; documentation of cash and trade discounts earned; insurance rebates and dividends, and other documents relating in way to Claims or Change Orders, Construction Change Directives, Work Directives, or other claims for payment related to the Project asserted by Contractor **or any Subcontractor ("Accounting Records")**. Contractor shall exercise such controls as may be necessary for proper financial management of the Work. Such accounting and control systems shall comply with prevailing custom and practice for similar projects, be satisfactory to City and shall include preservation of such records for a period of five (5) years after approval of the Notice of Completion and Acceptance by City, or for such longer period as may be required by applicable laws.

### **16.02 ACCESS TO RECORDS**

Contractor shall allow, and shall include in its contracts with its Subcontractors provisions requiring its Subcontractors to allow, City and its authorized representative(s), auditors, attorneys and accountants, upon twenty-four (24) 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

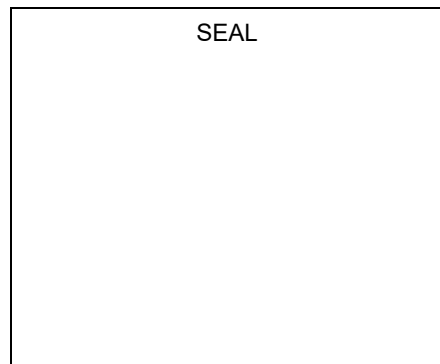


EXHIBIT 2

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)

\_\_\_\_\_  
("Principal"), a  
Contract (the "Contract") for the Work described as follows:

Specification No. \_\_\_\_\_: \_\_\_\_\_ in Vernon, CA.

2. Principal is required under California Civil Code Sections 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)

\_\_\_\_\_  
("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 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

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- *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 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

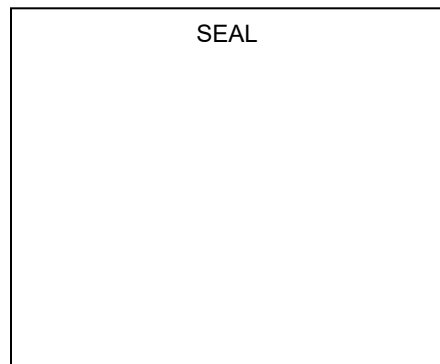
BOND ACKNOWLEDGMENT  
FOR  
SURETY'S ATTORNEY-IN-FACT

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 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.

E. **Builder's Risk Insurance**

1. **Builder's Risk Insurance covering all real and personal property for “all risks” of loss or “comprehensive perils” coverage including but not limited to the perils of earth movement** including earthquake and flood for all buildings, structures, fixtures, materials, supplies, machinery and equipment to be used in or incidental to the construction at the site, off site, or in transit, for the full replacement value of such properties. Coverage shall be included for property of others in the care, custody or control of the insured for which any insured may be **liable. The City will purchase a builder's risk policy for the Project instead of a contractor purchased policy.** Bidder should not include cost for this coverage in his/her bid.

2.0 GENERAL REQUIREMENTS—ALL POLICIES

A. Qualifications of Insurer. **At all times during the term of this Contract, Contractor's insurance company must meet all of the following requirements:**

1. **“Admitted” insurer by the State of California Department of Insurance or be listed on the California Department of Insurance's “List of Surplus Line Insurers” (“LESLI”);**
2. Domiciled within, and organized under the laws of, a State of the United States; and
3. **Carry an A.M. Best & Company minimum rating of “A:VII”.**

B. Continuation Coverage. For insurance coverages that are required to remain in force after the Final Payment, and if reasonably available, Contractor shall submit to City, with the final Application for Payment, all certificates and additional insured endorsements evidencing the continuation of such coverage.

C. Deductibles or Self-Insured Retentions. All deductibles or self-insured retentions are subject to **City's review and approval, in its sole discretion.**

D. Commercial General Liability and Business Automobile insurance policies must be written on an **“occurrence”** basis and must add the City of Vernon and its officers, agents, employees and representatives as additional insureds.

E. **Contractor's Insurance Primary. Other insurance (whether primary, excess, contingent or self-insurance, or any other basis) available to City, or its representatives, or both, is excess over Contractor's insurance. City's insurance, or self-insurance, or both, will not contribute with Contractor's insurance policy.**

F. Waiver of Subrogation. **Contractor and Contractor's insurance company waive—** and shall not exercise— any right of recovery or subrogation that Contractor or the insurer may have against City, or its representatives, or both.

G. **Separation of Insureds.** Contractor's insurance policy applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought, except that the **naming of multiple insureds will not increase an insurance company's limits of liability.**

H. **Claims by Other Insureds.** Contractor's insurance policy applies to a claim or suit brought by an additional insured against a Named Insured or other insured, arising out of bodily injury, personal injury, advertising injury, or property damage.

I. **Premiums.** City is not liable for a premium payment or another expense under Contractor's policy

J. At any time during the duration of this Contract, City may do any one or more of the following:

1. **Review this Agreement's insurance coverage requirements;**
2. **Require that Contractor obtain, pay for, and maintain more insurance depending on City's assessment of any one or more of the following factors:**
  - (a) **City's risk of liability or exposure arising out of, or in any way connected with, the services of Contractor under this Agreement;**
  - (b) The nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, the services of Contractor under this Agreement; or
  - (c) The availability, or affordability, or both, of increased liability insurance coverage.
3. Obtain, pay for, or maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to City for liability, or costs, or both, **that City incurs during City's investigation, administration, or defense of a claim or a suit arising out of this Agreement; or**

K. **Contractor shall maintain the insurance policy without interruption, from the Project's commencement date to the Final Payment date, or until a date that City specifies for any coverage that Contractor must maintain after the Final Payment.**

L. Contractor shall not allow any insurance to expire, cancel, terminate, lapse, or non-renew. **Contractor's insurance company shall mail City written notice at least thirty (30) days in advance of the policy's cancellation, termination, non-renewal, or reduction in coverage and ten (10) days before its insurance policy's expiration, cancellation, termination, or non-renewal, Contractor shall deliver to City evidence of the required coverage as proof that Contractor's insurance policy has been renewed or replaced with another insurance policy which, during the duration of this Agreement, meets all of this Agreement's insurance requirements.**

M. **At any time, upon City's request, Contractor shall furnish satisfactory proof of each type of insurance coverage required—including a certified copy of the insurance policy or policies; certificates, endorsements, renewals, or replacements; and documents comprising Contractor's self-insurance program—all in a form and content acceptable to the City Attorney or City's Risk Manager.**

N. If Contractor hires, employs, or uses one or more Subcontractor(s) to perform work, services, operations, or activities on Contractor's behalf, Contractor shall ensure that the Subcontractor complies with the following.

1. **Meets, and fully complies with, this Agreement's insurance requirements; and**

2. **Furnishes City at any time upon its request, with a complete copy of the Subcontractor's insurance policy or policies for City's review, or approval, or both.** Failure of City to request copies of such documents shall not impose any liability on City, or its employees.

O. **Contractor's failure to comply with an insurance provision in this Agreement constitutes a material breach upon which City may immediately terminate or suspend Contractor's performance of this Agreement, or** invoke another remedy that this Agreement or the law allows. At its discretion and without waiving any other rights it may have pursuant to law, City has the right but not a duty to obtain or renew the insurance and pay all or part of the premiums. Upon demand, Contractor shall repay City for all sums or monies that City paid to obtain, renew, or reinstate the insurance, or City may offset the cost of the premium against any sums or monies that City may owe Contractor.

### 3.0 **CONTRACTOR'S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS**

A. Contractor shall have its insurance carrier(s) or self-insurance administrator(s) complete and execute the following insurance documents and shall deliver said documents at the same time Contractor delivers **this Agreement to City. City will neither sign this Agreement nor issue a "Notice to Proceed" until the City Attorney or City's Risk Manager** has reviewed and approved all insurance documents. City's decision as to the acceptability of all insurance documents is final. **Sample insurance documents in the City's approved format are set forth in this 4.**

B. **Required Submittals for Commercial General Liability and Business Automobile Insurance and Contractor's Pollution Liability Insurance. The following submittals must be on forms satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative – which fully meet the requirements of, and contain provisions entirely consistent with, all of the insurance requirements set forth herein.**

1. **"Certificate of Insurance"**
2. **"Additional Insured Endorsement"**
3. **Subrogation Endorsement: "Waiver of Transfer to Rights of Recover Against Others"**

**Both Certificates of Insurance and Additional Insured Endorsements must read as follows: "The City of Vernon, and its officers, agents, employees and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City's insurance and self-insurance will apply in excess of, and will not contribute with this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage."**

C. **Required Submittals for Workers' Compensation Insurance.** Contractor shall provide City with a **certificate of insurance and a subrogation endorsement on forms satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative – which fully meet the requirements of, and contain provisions entirely consistent with, this Contract's workers compensation insurance requirements. If Contractor is self-insured for workers' compensation, a copy of the "Certificate of Consent to Self-insure" from the State of California is required; or if Contractor is lawfully exempt from workers' compensation laws, an "Affirmation of Exemption from Labor Code §3700" form is required.**

D. **Required Evidence of Builder's Risk Coverage.** City will provide a certificate of insurance and a **declarations page on a form satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative. The policy terms must fully meet the requirements of, and contain provisions entirely consistent with, all of the insurance requirements set forth herein. The City shall be named as a loss payee on the insurance policy for the full replacement value of all buildings, structures, fixtures and materials to be constructed, maintained, repaired or supplied pursuant to this Contract.**

- E. Contractor agrees to monitor and review all such coverage and assumes all responsibility for

ensuring that all required coverage is provided. Contractor agrees to obtain certificates evidencing such coverage.

F. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City or any other indemnitee as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

G. No liability policy shall contain any provision or definition that would serve to eliminate so-called **“third party action over” claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.**

H. **Any “self-insured retention” must be declared and approved by City. City reserves the right to require** the self-insured retention to be eliminated or replaced by a deductible. Self-funding, policy fronting or other mechanisms to avoid risk transfer are not acceptable. If Contractor has such a program, Contractor must fully disclose such program to City.



EXHIBIT 5

Statement of Intent to Comply with Minimum Requirements of the Stormwater Permit

CITY OF VERNON  
Public 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.

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I have read and understand the requirements listed above and certify that I will comply with the minimum requirements above.

Signature: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT B  
SPECIAL PROVISIONS  
SPECIFIC FOR THIS PROJECT

## EXHIBIT B

### SPECIAL PROVISIONS - SPECIFIC FOR THIS PROJECT

#### ADA IMPROVEMENTS AT THE INTERSECTION OF PACIFIC BLVD./VERNON AVE. AND SANTA FE AVE.

##### GENERAL

B-1.01 Scope of Work – This project consists of construction of new American with Disabilities “ADA” ramps, new curb and gutter and new sidewalk to comply with the City of Vernon ADA Transition Plan.

B-1.02 Contract Plans – The details, construction requirements and the exact limits for the concrete work in this project are shown on Attachment A (City of Vernon ADA Transition Plan) of Contract No. CS-1349 Specifications, and sheet drawing, incorporated into this Agreement by this reference:

<u>Sheet No.</u>	<u>Plan No.</u>	<u>Description</u>
1	P2776	ADA Improvements at the Intersection of Pacific Blvd./Vernon Ave. & Santa Fe Ave.

B-1.03 Guidelines and 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), Public Rights of Way, ADA Accessibility Guidelines and Standards (2010 Edition), California Building Code (2007, 2016 and 2019 Edition) and the City of Vernon Standard Plans.

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 \$1,500

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 6am to 3pm unless otherwise restricted by the type of work shown below:**

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/or 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 6:00 am to 3:00 pm, Monday through Friday
2. From 6:00 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 Bus Stop Enclosures** – Facilities within the Bus Stop Enclosures (including shelters, benches, and sign posts) shall be protected in place. The Contractor shall provide notification and obtain approval from MTA for the scope of work on the project.

**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,

Specification and ADA Transition Plan.. 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 City of Vernon ADA Transition Plan and 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 sub-grade 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 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 joint 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.**



# **EXHIBIT B - ATTACHMENT A**

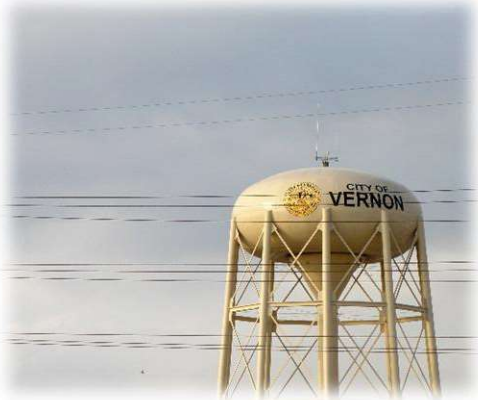
## **City of Vernon ADA Transition Plan**



**SALLY SWANSON  
ARCHITECTS, INC.**

# City of Vernon

## Americans with Disabilities Act Transition Plan



Report Prepared by:

Sally Swanson Architects, Inc.  
2600 West Olive Avenue, 5<sup>th</sup> Floor  
Burbank, CA 91505  
Ian Blakey, Project Manager  
Josh Klipp, Program Access Specialist

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**SOUTHERN CALIFORNIA**

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## NAVIGATION & LEGEND

# NAVIGATION

<b>Orientation:</b>	NW, SW, SE, and NE are the most commonly used directions; NNE, ENE, ESE, SSE, SSW, WSW, WNW, and NNW
<b>Field Condition:</b>	Description of as-built barrier based on applicable accessibility codes.
<b>Measurement:</b>	Existing condition/dimension featured on the ramp measured as the most severe barrier on the particular ramp.
<b>Proposed Solution:</b>	Description of steps necessary to remove barrier and, if applicable, an interim solution or notes.
<b>Cross Street:</b>	Cross/intersecting street name.
<b>Codes / Info:</b>	<ul style="list-style-type: none"> <li>- PROWAG: Guidelines to enforce Federal accessibility standards in the public rights-of-way.</li> <li>- ADAAG/ADA 2010: The Federal Standard for accessibility adopted by the Department of Justice.</li> <li>- CBC 2007/ CBC 2016 The California Building Codes.</li> </ul>
<b>Measurements:</b>	<p>Existing condition/dimension determined for each ramp.</p> <ul style="list-style-type: none"> <li>- (in) measurement in inches</li> <li>- (%) measurement in percentage grade</li> <li>- <b>BOLD</b> text indicate non-compliant dimensions.</li> </ul> <p>Normal text indicate compliant dimensions</p>

## LEGEND ABBREVIATIONS

ADA	Americans with Disabilities Act
ADAAG	ADA Accessibility Guidelines
E	East
Fig.	Figure
JOB	per one job (lump sum)
lbs.	Pounds
LF	Linear foot
MUTCD	Manual on Uniform Traffic Control Devices
N	North
NE	Northeast
NW	Northwest
NWn	Northwest: North side
NWs	Northwest: South side
POT	Path of travel
PROW	Public Right-of-Way
PROWAG	Public Right-of-Way Accessible Guidelines
Qty	Quantity
REF	Reference; Provided in locations with overlapping issue; indicates no addition cost required for mitigation
S	South
SE	Southeast
SF	Square foot
SW	Southwest
TBD	To be determined
W	West

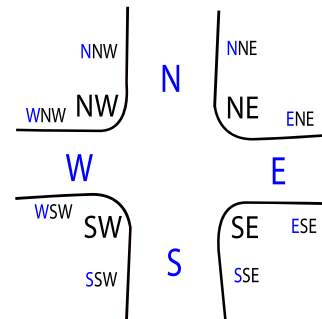


Figure 1. Orientation map corresponding to the specific corner/curb ramp in any given intersection.

## MEASUREMENT BREAKDOWN

FEATURE:	ADA/CBC GUIDELINE
Street Grade	<i>Used for reference in regards to possible exceptions</i>
Width of Ramp	The clear width of curb ramp runs (excluding any flared sides), blended transitions, and turning spaces shall be 48 inches minimum.
Slope of the Ramp	Ramp runs shall have a running slope not steeper than 1:12 (8.3%).
X Slope of the Ramp	The cross slope of curb ramps and blended transitions shall be 1:48 (2.0%) maximum.
Top Landing Length	Landings shall be provided at the tops of curb ramps and blended transitions. The landing clear length shall be 48 inches minimum.
Top Landing Slope	The slope of the landing in all directions shall be 1:48 (2.0%) maximum.
Top Landing X Slope	The slope of the landing in all directions shall be 1:48 (2.0%) maximum.
Bottom Landing Length	(Parallel Curb Ramp) A turning space 48 inches minimum by 48 inches minimum shall be provided at the bottom of the curb ramp.
Bottom Landing Slope	(Parallel Curb Ramp) The slope of the turning space in all directions shall be 1:48 (2.0%) maximum.
Bottom Landing X Slope	(Parallel Curb Ramp) The slope of the turning space in all directions shall be 1:48 (2.0%) maximum.
Left Flare	Where provided, curb ramp flares shall not be steeper than 1:10 (10.0%).
Right Flare	Where provided, curb ramp flares shall not be steeper than 1:10 (10.0%).
Gutter Lip	The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
Gutter Slope	Counter slopes of adjoining gutters and road surfaces immediately adjacent to and within 24 inches of the curb ramp shall not be steeper than 1:20 (5.0%).
Gutter X Slope	The cross slope of curb ramps and blended transitions shall be 1:48 (2.0%) maximum.
Truncated Domes	Curb ramps and blended transitions shall have detectable warnings.
Dome Setback	Detectable warnings shall be located so the edge nearest the curb is 6 inches minimum and 8 inches maximum from the line at the face of the curb marking the transition between the curb and the gutter, street or highway or flush at the transition for a parallel curb ramp and island cut-through.
Within Crosswalk	The bottom of curb ramps shall have a clear space 48 inches minimum outside active traffic lanes of the roadway
Viewpoint	The curb ramp left/right orientation is viewed as if standing in the street facing the curb ramp.





# City of Vernon



## Appendix C: Curb Ramps

### Access Compliance Survey Report




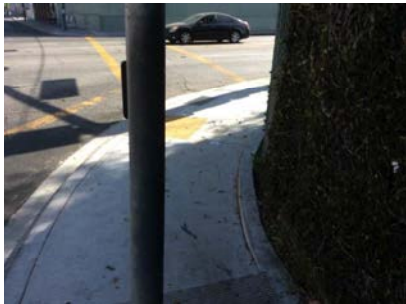
Orientation	Ramp Type	Codes/Mitigation Info	Measurements
NE	Perpendicular		
<u>Ramp Landing</u>		CBC 2016 <b>11B-406.5.3</b>	Width of Ramp / Pad (in) 76.0
• <i>As-Built Description:</i>		CBC 2007 <b>1127B.5.4</b>	Length of Ramp / Pad (in) 96.0
Top landing at existing perpendicular curb ramp or blended transition is less than 48" x 48" (60" length x ramp width preferred).		ADAAG <b>4.8.4</b>	Slope of the Ramp / Pad (%) <b>10.8</b>
• <i>As-is</i> <b>0.0"</b>		ADA-2010 <b>405.7</b>	X Slope of the Ramp / Pad (%) 0.9
• <i>Proposed Solution:</i>		PROWAG <b>R304.2.1</b>	Top Landing Length (in) <b>0.0</b>
Demolish existing and provide new, parallel curb ramp, including detectable warning surfaces, and top and bottom landings as required.			Top Landing Slope (%) N/A
			Top Landing X Slope (%) N/A
			Left Flare (%) 9.1
			Right Flare (%) <b>12.8</b>
			Gutter Slope (%) <b>6.7</b>
			Gutter XSlope (%) 0.4
			Gutter Lip (in) 0.0
			Truncated Domes (y/n) <b>NO</b>
			Street Grade (Left / Right) (%) 0.6 1.3
			Stop/Yield Control: (y/n) Stop Light
			Within Crosswalk <b>&lt;48"</b>
			Crosswalks Served: (y/n) 2 X-walk
			Tee Intersection: No
			Vertical Curb: Vertical





Orientation	Ramp Type	Codes/Mitigation Info	Measurements																																
SE	Parallel																																		
<u>Gutter</u>																																			
• <i>As-Built Description:</i> The slope of the gutter area or street at the foot of a curb ramp, blended transition, pedestrian pad, or island cut through exceeds 1:20 (5%) in the direction of the pedestrian crossing.		CBC 2016 <b>11B-406.5.8</b> CBC 2007 <b>1127B.5.3</b> ADAAG <b>4.7.2</b> ADA-2010 <b>406.2</b> PROWAG <b>R304.5.4</b>	<table><tr><td></td><td></td><td>LEFT</td><td>RIGHT</td></tr><tr><td>Width of Ramp / Pad</td><td>(in)</td><td>86.0</td><td>88.0</td></tr><tr><td>Length of Ramp / Pad</td><td>(in)</td><td>125.0</td><td>104.0</td></tr><tr><td>Slope of the Ramp / Pad</td><td>(%)</td><td>4.8</td><td>6.8</td></tr><tr><td>X Slope of the Ramp / Pad</td><td>(%)</td><td>0.5</td><td>0.6</td></tr><tr><td>Top Landing Length</td><td>(in)</td><td>0.1</td><td>0.5</td></tr><tr><td>Top Landing Slope</td><td>(%)</td><td>0.1</td><td>0.5</td></tr><tr><td>Top Landing X Slope</td><td>(%)</td><td></td><td></td></tr></table>			LEFT	RIGHT	Width of Ramp / Pad	(in)	86.0	88.0	Length of Ramp / Pad	(in)	125.0	104.0	Slope of the Ramp / Pad	(%)	4.8	6.8	X Slope of the Ramp / Pad	(%)	0.5	0.6	Top Landing Length	(in)	0.1	0.5	Top Landing Slope	(%)	0.1	0.5	Top Landing X Slope	(%)		
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• <i>As-is</i> <b>5.3%</b>																																			
• <i>Proposed Solution:</i> Demolish gutter or street area as required and provide 48" x 48" area at foot of curb ramp, blended transition, pedestrian pad, or island cut through with slope no greater than 5%.			<table><tr><td>Bottom Landing Length</td><td>(in)</td><td>48.0</td></tr><tr><td>Bottom Landing Slope</td><td>(%)</td><td>1.4</td></tr><tr><td>Bottom Landing X Slope</td><td>(%)</td><td>0.5</td></tr><tr><td>Gutter Slope</td><td>(%)</td><td><b>5.3</b></td></tr><tr><td>Gutter XSlope</td><td>(%)</td><td>0.4</td></tr><tr><td>Gutter Lip</td><td>(in)</td><td><b>0.5</b></td></tr><tr><td>Truncated Domes</td><td>(y/n)</td><td>YES</td></tr><tr><td>Dome Setback</td><td>(in)</td><td><b>6.0</b></td></tr></table>	Bottom Landing Length	(in)	48.0	Bottom Landing Slope	(%)	1.4	Bottom Landing X Slope	(%)	0.5	Gutter Slope	(%)	<b>5.3</b>	Gutter XSlope	(%)	0.4	Gutter Lip	(in)	<b>0.5</b>	Truncated Domes	(y/n)	YES	Dome Setback	(in)	<b>6.0</b>								
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Width of Ramp / Pad	(in)	56.0	55.0																																																																																																												
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Slope of the Ramp / Pad	(%)	3.8	4.9																																																																																																												
X Slope of the Ramp / Pad	(%)	1.9	3.0																																																																																																												
Top Landing Length	(in)	48.0	48.0																																																																																																												
Top Landing Slope	(%)	0.4	1.0																																																																																																												
Top Landing X Slope	(%)	1.8	3.0																																																																																																												
Length of Combo. Ramp	(in)	59.0																																																																																																													
Combo. Ramp Slope	(%)	5.7																																																																																																													
Combo. Ramp X Slope	(%)	1.3																																																																																																													
Bottom Landing Length	(in)	48.0																																																																																																													
Bottom Landing Slope	(in)	1.7																																																																																																													
Bottom Landing X Slope	(in)	1.9																																																																																																													
Left Flare	(%)	7.8																																																																																																													
Right Flare	(%)	5.7																																																																																																													
Gutter Slope	(%)	5.6																																																																																																													
Gutter XSlope	(%)	0.4																																																																																																													
Gutter Lip	(in)	0.0																																																																																																													
Truncated Domes	(y/n)	YES																																																																																																													
Dome Setback	(in)	6.0																																																																																																													
Street Grade (Left / Right)	(%)	0.9	0.5																																																																																																												
Stop/Yield Control:	(y/n)	Stop Light																																																																																																													
Within Crosswalk	(y/n)	YES																																																																																																													
Crosswalks Served:		2 X-walk																																																																																																													
Tee Intersection:	(y/n)	No																																																																																																													
Vertical Curb:		Vertical																																																																																																													






# City of Vernon


## Appendix D: Pedestrian Signals Access Compliance Survey Report



Intersection **North East Corner**

Orientation	Codes / Mitigation Info	Measurements																																																						
<b>ENE</b> <u>Clear Floor Space</u>	ADAAG: <b>4.3.7</b> ADA 2010: <b>302.1</b> CBC 2016: <b>11B-302.1</b> PROWAG: <b>R404.2</b>	<table> <tr><td>Accessible Path</td><td>(y/n)</td><td>Yes</td></tr> <tr><td>Clear Floor Space</td><td>(y/n)</td><td>Yes</td></tr> <tr><td>Clear Floor Slope</td><td>(%)</td><td>1.5</td></tr> <tr><td>Clear Floor X Slope</td><td>(%)</td><td><b>3.5</b></td></tr> <tr><td>Button Ht.</td><td>(in)</td><td>48.0</td></tr> <tr><td>Button Reach</td><td>(in)</td><td>0.0</td></tr> <tr><td>Button Diameter</td><td>(in)</td><td>2.0</td></tr> <tr><td>Button Pressure</td><td>(lbs)</td><td>1.0</td></tr> <tr><td>Closed Fist Operation</td><td>(y/n)</td><td>Yes</td></tr> <tr><td>Visual Contrast</td><td>(y/n)</td><td>Yes</td></tr> <tr><td>Contrasting Color Bands</td><td>(y/n)</td><td><b>No</b></td></tr> <tr><td>Vibrotactile Feedback</td><td>(y/n)</td><td><b>No</b></td></tr> <tr><td>Audible Walk Indicator</td><td>(y/n)</td><td><b>No</b></td></tr> <tr><td>Button Locator Tone</td><td>(y/n)</td><td><b>No</b></td></tr> <tr><td>Tactile Arrow</td><td>(y/n)</td><td><b>No</b></td></tr> <tr><td>Within 5 ft from crosswalk</td><td>(y/n)</td><td>Yes</td></tr> <tr><td>1.5 - 6.0 ft from curb</td><td>(y/n)</td><td>Yes</td></tr> <tr><td>10 ft minimum separation</td><td></td><td>&gt;10ft</td></tr> </table>	Accessible Path	(y/n)	Yes	Clear Floor Space	(y/n)	Yes	Clear Floor Slope	(%)	1.5	Clear Floor X Slope	(%)	<b>3.5</b>	Button Ht.	(in)	48.0	Button Reach	(in)	0.0	Button Diameter	(in)	2.0	Button Pressure	(lbs)	1.0	Closed Fist Operation	(y/n)	Yes	Visual Contrast	(y/n)	Yes	Contrasting Color Bands	(y/n)	<b>No</b>	Vibrotactile Feedback	(y/n)	<b>No</b>	Audible Walk Indicator	(y/n)	<b>No</b>	Button Locator Tone	(y/n)	<b>No</b>	Tactile Arrow	(y/n)	<b>No</b>	Within 5 ft from crosswalk	(y/n)	Yes	1.5 - 6.0 ft from curb	(y/n)	Yes	10 ft minimum separation		>10ft
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<p>• <i>As-Built Description:</i> The cross slope of the floor or ground surface at the pedestrian signal device exceed 1:48 (2%).</p> <p>• <i>As-is Measurement:</i> <b>3.5%</b></p> <p>• <i>Proposed Solution:</i> Modify or repave the ground surface as necessary to provide slope (s) not exceeding the required 1:48 (2%) maximum in any direction.</p> <p>• <i>Additional Items:</i> Provide 2" wide color coding with 1" wide dark borders located directly above control button. Provide an tactile arrow aligned parallel to the crosswalk direction on the sign. Provide voice or tone audible indication of the WALK interval at the pedestrian signal device. Provide a vibrotactile signal device that is integrated with the pedestrian pushbutton. Provide a button locator tone.</p>																																																								
																																																								

Intersection **North East Corner**

Orientation	Codes / Mitigation Info	Measurements																																																						
<b>NNE</b> <u>Clear Floor Space</u>	ADAAG: <b>4.3.7</b> ADA 2010: <b>302.1</b> CBC 2016: <b>11B-302.1</b> PROWAG: <b>R404.2</b>	<table> <tr><td>Accessible Path</td><td>(y/n)</td><td>Yes</td></tr> <tr><td>Clear Floor Space</td><td>(y/n)</td><td>Yes</td></tr> <tr><td>Clear Floor Slope</td><td>(%)</td><td><b>2.2</b></td></tr> <tr><td>Clear Floor X Slope</td><td>(%)</td><td><b>3.2</b></td></tr> <tr><td>Button Ht.</td><td>(in)</td><td>48.0</td></tr> <tr><td>Button Reach</td><td>(in)</td><td>0.0</td></tr> <tr><td>Button Diameter</td><td>(in)</td><td>2.0</td></tr> <tr><td>Button Pressure</td><td>(lbs)</td><td>2.0</td></tr> <tr><td>Closed Fist Operation</td><td>(y/n)</td><td>Yes</td></tr> <tr><td>Visual Contrast</td><td>(y/n)</td><td>Yes</td></tr> <tr><td>Contrasting Color Bands</td><td>(y/n)</td><td><b>No</b></td></tr> <tr><td>Vibrotactile Feedback</td><td>(y/n)</td><td><b>No</b></td></tr> <tr><td>Audible Walk Indicator</td><td>(y/n)</td><td><b>No</b></td></tr> <tr><td>Button Locator Tone</td><td>(y/n)</td><td><b>No</b></td></tr> <tr><td>Tactile Arrow</td><td>(y/n)</td><td><b>No</b></td></tr> <tr><td>Within 5 ft from crosswalk</td><td>(y/n)</td><td>Yes</td></tr> <tr><td>1.5 - 6.0 ft from curb</td><td>(y/n)</td><td>Yes</td></tr> <tr><td>10 ft minimum separation</td><td></td><td>&gt;10ft</td></tr> </table>	Accessible Path	(y/n)	Yes	Clear Floor Space	(y/n)	Yes	Clear Floor Slope	(%)	<b>2.2</b>	Clear Floor X Slope	(%)	<b>3.2</b>	Button Ht.	(in)	48.0	Button Reach	(in)	0.0	Button Diameter	(in)	2.0	Button Pressure	(lbs)	2.0	Closed Fist Operation	(y/n)	Yes	Visual Contrast	(y/n)	Yes	Contrasting Color Bands	(y/n)	<b>No</b>	Vibrotactile Feedback	(y/n)	<b>No</b>	Audible Walk Indicator	(y/n)	<b>No</b>	Button Locator Tone	(y/n)	<b>No</b>	Tactile Arrow	(y/n)	<b>No</b>	Within 5 ft from crosswalk	(y/n)	Yes	1.5 - 6.0 ft from curb	(y/n)	Yes	10 ft minimum separation		>10ft
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<p>• <i>As-Built Description:</i> The cross slope of the floor or ground surface at the pedestrian signal device exceed 1:48 (2%).</p> <p>• <i>As-is Measurement:</i> <b>3.2%</b></p> <p>• <i>Proposed Solution:</i> Modify or repave the ground surface as necessary to provide slope (s) not exceeding the required 1:48 (2%) maximum in any direction.</p> <p>• <i>Additional Items:</i> Provide 2" wide color coding with 1" wide dark borders located directly above control button. Provide an tactile arrow aligned parallel to the crosswalk direction on the sign. Provide voice or tone audible indication of the WALK interval at the pedestrian signal device. Provide a vibrotactile signal device that is integrated with the pedestrian pushbutton. Provide a button locator tone.</p>																																																								
																																																								

Intersection **South East Corner**

Orientation	Codes / Mitigation Info	Measurements																																										
<b>ESE</b> <u>Clear Floor Space</u>	ADAAG: <b>4.3.7</b> ADA 2010: <b>305.1</b> CBC 2016: <b>11B-305.1</b> PROWAG: <b>R404.2</b>	<table> <tr><td>Accessible Path</td><td>(y/n)</td><td>Yes</td></tr> <tr><td>Clear Floor Space</td><td>(y/n)</td><td>Yes</td></tr> <tr><td>Clear Floor Slope</td><td>(%)</td><td><b>2.2</b></td></tr> <tr><td>Clear Floor X Slope</td><td>(%)</td><td>1.4</td></tr> </table>	Accessible Path	(y/n)	Yes	Clear Floor Space	(y/n)	Yes	Clear Floor Slope	(%)	<b>2.2</b>	Clear Floor X Slope	(%)	1.4																														
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<ul style="list-style-type: none"> <li>• <i>As-Built Description:</i> The slope of the floor or ground surface at the pedestrian signal device exceed 1:48 (2%).</li> <li>• <i>As-is Measurement:</i>      <b>4.6%</b></li> <li>• <i>Proposed Solution:</i> Modify or repave the ground surface as necessary to provide slope (s) not exceeding the required 1:48 (2%) maximum in any direction.</li> <li>• <i>Additional Items:</i> Provide 2" wide color coding with 1" wide dark borders located directly above control button. Provide push button which contrasts with surrounding housing. Provide an tactile arrow aligned parallel to the crosswalk direction on the sign. Provide voice or tone audible indication of the WALK interval at the pedestrian signal device. Provide a vibrotactile signal device that is integrated with the pedestrian pushbutton. Provide 2" diameter push button. Provide a button locator tone. Provide new push button and housing to allow for closed fist operation.</li> </ul>		<table> <tr><td>Button Ht.</td><td>(in)</td><td>48.0</td></tr> <tr><td>Button Reach</td><td>(in)</td><td>0.0</td></tr> <tr><td>Button Diameter</td><td>(in)</td><td><b>0.5</b></td></tr> <tr><td>Button Pressure</td><td>(lbs)</td><td>1.0</td></tr> <tr><td>Closed Fist Operation</td><td>(y/n)</td><td><b>No</b></td></tr> <tr><td>Visual Contrast</td><td>(y/n)</td><td><b>No</b></td></tr> </table> <table> <tr><td>Contrasting Color Bands</td><td>(y/n)</td><td><b>No</b></td></tr> <tr><td>Vibrotactile Feedback</td><td>(y/n)</td><td><b>No</b></td></tr> <tr><td>Audible Walk Indicator</td><td>(y/n)</td><td><b>No</b></td></tr> <tr><td>Button Locator Tone</td><td>(y/n)</td><td><b>No</b></td></tr> <tr><td>Tactile Arrow</td><td>(y/n)</td><td><b>No</b></td></tr> </table> <table> <tr><td>Within 5 ft from crosswalk</td><td>(y/n)</td><td>Yes</td></tr> <tr><td>1.5 - 6.0 ft from curb</td><td>(y/n)</td><td>Yes</td></tr> <tr><td>10 ft minimum separation</td><td></td><td>&gt;10ft</td></tr> </table>	Button Ht.	(in)	48.0	Button Reach	(in)	0.0	Button Diameter	(in)	<b>0.5</b>	Button Pressure	(lbs)	1.0	Closed Fist Operation	(y/n)	<b>No</b>	Visual Contrast	(y/n)	<b>No</b>	Contrasting Color Bands	(y/n)	<b>No</b>	Vibrotactile Feedback	(y/n)	<b>No</b>	Audible Walk Indicator	(y/n)	<b>No</b>	Button Locator Tone	(y/n)	<b>No</b>	Tactile Arrow	(y/n)	<b>No</b>	Within 5 ft from crosswalk	(y/n)	Yes	1.5 - 6.0 ft from curb	(y/n)	Yes	10 ft minimum separation		>10ft
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Intersection **South East Corner**

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<b>SSE</b> <u>Clear Floor Space</u>	ADAAG: <b>4.3.7</b> ADA 2010: <b>305.1</b> CBC 2016: <b>11B-305.1</b> PROWAG: <b>R404.2</b>	<table> <tr><td>Accessible Path</td><td>(y/n)</td><td>Yes</td></tr> <tr><td>Clear Floor Space</td><td>(y/n)</td><td>Yes</td></tr> <tr><td>Clear Floor Slope</td><td>(%)</td><td><b>5.7</b></td></tr> <tr><td>Clear Floor X Slope</td><td>(%)</td><td>0.2</td></tr> </table>	Accessible Path	(y/n)	Yes	Clear Floor Space	(y/n)	Yes	Clear Floor Slope	(%)	<b>5.7</b>	Clear Floor X Slope	(%)	0.2																														
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Intersection **South West Corner**

Orientation	Codes / Mitigation Info	Measurements																		
<b>WSW</b> <u>Clear Floor Space</u>	ADAAG: <b>4.3.7</b> ADA 2010: <b>302.1</b> CBC 2016: <b>11B-302.1</b> PROWAG: <b>R404.2</b>	<table> <tr><td>Accessible Path</td><td>(y/n)</td><td>Yes</td></tr> <tr><td>Clear Floor Space</td><td>(y/n)</td><td>Yes</td></tr> <tr><td>Clear Floor Slope</td><td>(%)</td><td><b>4.4</b></td></tr> <tr><td>Clear Floor X Slope</td><td>(%)</td><td><b>4.9</b></td></tr> </table>	Accessible Path	(y/n)	Yes	Clear Floor Space	(y/n)	Yes	Clear Floor Slope	(%)	<b>4.4</b>	Clear Floor X Slope	(%)	<b>4.9</b>						
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		<table> <tr><td>Contrasting Color Bands</td><td>(y/n)</td><td><b>No</b></td></tr> <tr><td>Vibrotactile Feedback</td><td>(y/n)</td><td><b>No</b></td></tr> <tr><td>Audible Walk Indicator</td><td>(y/n)</td><td><b>No</b></td></tr> <tr><td>Button Locator Tone</td><td>(y/n)</td><td><b>No</b></td></tr> <tr><td>Tactile Arrow</td><td>(y/n)</td><td><b>No</b></td></tr> </table>	Contrasting Color Bands	(y/n)	<b>No</b>	Vibrotactile Feedback	(y/n)	<b>No</b>	Audible Walk Indicator	(y/n)	<b>No</b>	Button Locator Tone	(y/n)	<b>No</b>	Tactile Arrow	(y/n)	<b>No</b>			
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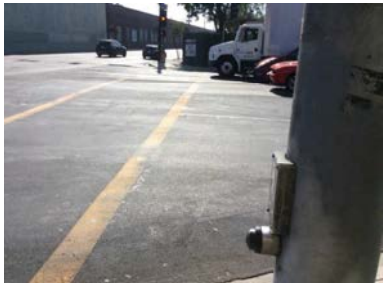

Intersection **South West Corner**

Orientation	Codes / Mitigation Info	Measurements																		
<b>SSW</b> <u>Clear Floor Space</u>	ADAAG: <b>4.3.7</b> ADA 2010: <b>302.1</b> CBC 2016: <b>11B-302.1</b> PROWAG: <b>R404.2</b>	<table> <tr><td>Accessible Path</td><td>(y/n)</td><td>Yes</td></tr> <tr><td>Clear Floor Space</td><td>(y/n)</td><td>Yes</td></tr> <tr><td>Clear Floor Slope</td><td>(%)</td><td><b>2.1</b></td></tr> <tr><td>Clear Floor X Slope</td><td>(%)</td><td><b>3.8</b></td></tr> </table>	Accessible Path	(y/n)	Yes	Clear Floor Space	(y/n)	Yes	Clear Floor Slope	(%)	<b>2.1</b>	Clear Floor X Slope	(%)	<b>3.8</b>						
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Clear Floor X Slope	(%)	<b>3.8</b>																		
<ul style="list-style-type: none"> <li><i>As-Built Description:</i> The cross slope of the floor or ground surface at the pedestrian signal device exceed 1:48 (2%).</li> <li><i>As-is Measurement:</i> <b>3.8%</b></li> <li><i>Proposed Solution:</i> Modify or repave the ground surface as necessary to provide slope (s) not exceeding the required 1:48 (2%) maximum in any direction.</li> <li><i>Additional Items:</i> Provide 2" wide color coding with 1" wide dark borders located directly above control button. Provide an tactile arrow aligned parallel to the crosswalk direction on the sign. Provide voice or tone audible indication of the WALK interval at the pedestrian signal device. Provide a vibrotactile signal device that is integrated with the pedestrian pushbutton. Provide a button locator tone.</li> </ul>		<table> <tr><td>Button Ht.</td><td>(in)</td><td>48.0</td></tr> <tr><td>Button Reach</td><td>(in)</td><td>0.0</td></tr> <tr><td>Button Diameter</td><td>(in)</td><td>2.0</td></tr> <tr><td>Button Pressure</td><td>(lbs)</td><td>1.0</td></tr> <tr><td>Closed Fist Operation</td><td>(y/n)</td><td>Yes</td></tr> <tr><td>Visual Contrast</td><td>(y/n)</td><td>Yes</td></tr> </table>	Button Ht.	(in)	48.0	Button Reach	(in)	0.0	Button Diameter	(in)	2.0	Button Pressure	(lbs)	1.0	Closed Fist Operation	(y/n)	Yes	Visual Contrast	(y/n)	Yes
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Intersection **North West Corner**

Orientation	Codes / Mitigation Info	Measurements																																																						
<b>WNW</b> Clear Floor Space	ADAAG: <b>4.3.7</b> ADA 2010: <b>302.1</b> CBC 2016: <b>11B-302.1</b> PROWAG: <b>R404.2</b>	<table> <tr><td>Accessible Path</td><td>(y/n)</td><td>Yes</td></tr> <tr><td>Clear Floor Space</td><td>(y/n)</td><td>Yes</td></tr> <tr><td>Clear Floor Slope</td><td>(%)</td><td>1.5</td></tr> <tr><td>Clear Floor X Slope</td><td>(%)</td><td><b>2.1</b></td></tr> <tr><td>Button Ht.</td><td>(in)</td><td>48.0</td></tr> <tr><td>Button Reach</td><td>(in)</td><td>0.0</td></tr> <tr><td>Button Diameter</td><td>(in)</td><td>2.0</td></tr> <tr><td>Button Pressure</td><td>(lbs)</td><td>1.0</td></tr> <tr><td>Closed Fist Operation</td><td>(y/n)</td><td>Yes</td></tr> <tr><td>Visual Contrast</td><td>(y/n)</td><td>Yes</td></tr> <tr><td>Contrasting Color Bands</td><td>(y/n)</td><td><b>No</b></td></tr> <tr><td>Vibrotactile Feedback</td><td>(y/n)</td><td><b>No</b></td></tr> <tr><td>Audible Walk Indicator</td><td>(y/n)</td><td><b>No</b></td></tr> <tr><td>Button Locator Tone</td><td>(y/n)</td><td><b>No</b></td></tr> <tr><td>Tactile Arrow</td><td>(y/n)</td><td><b>No</b></td></tr> <tr><td>Within 5 ft from crosswalk</td><td>(y/n)</td><td>Yes</td></tr> <tr><td>1.5 - 6.0 ft from curb</td><td>(y/n)</td><td>Yes</td></tr> <tr><td>10 ft minimum separation</td><td></td><td>&gt;10ft</td></tr> </table>	Accessible Path	(y/n)	Yes	Clear Floor Space	(y/n)	Yes	Clear Floor Slope	(%)	1.5	Clear Floor X Slope	(%)	<b>2.1</b>	Button Ht.	(in)	48.0	Button Reach	(in)	0.0	Button Diameter	(in)	2.0	Button Pressure	(lbs)	1.0	Closed Fist Operation	(y/n)	Yes	Visual Contrast	(y/n)	Yes	Contrasting Color Bands	(y/n)	<b>No</b>	Vibrotactile Feedback	(y/n)	<b>No</b>	Audible Walk Indicator	(y/n)	<b>No</b>	Button Locator Tone	(y/n)	<b>No</b>	Tactile Arrow	(y/n)	<b>No</b>	Within 5 ft from crosswalk	(y/n)	Yes	1.5 - 6.0 ft from curb	(y/n)	Yes	10 ft minimum separation		>10ft
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Intersection **North West Corner**

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<b>NNW</b> Clear Floor Space	ADAAG: <b>4.3.7</b> ADA 2010: <b>305.1</b> CBC 2016: <b>11B-305.1</b> PROWAG: <b>R404.2</b>	<table> <tr><td>Accessible Path</td><td>(y/n)</td><td>Yes</td></tr> <tr><td>Clear Floor Space</td><td>(y/n)</td><td>Yes</td></tr> <tr><td>Clear Floor Slope</td><td>(%)</td><td><b>4.6</b></td></tr> <tr><td>Clear Floor X Slope</td><td>(%)</td><td>0.3</td></tr> <tr><td>Button Ht.</td><td>(in)</td><td>46.5</td></tr> <tr><td>Button Reach</td><td>(in)</td><td>0.0</td></tr> <tr><td>Button Diameter</td><td>(in)</td><td>2.0</td></tr> <tr><td>Button Pressure</td><td>(lbs)</td><td>1.0</td></tr> <tr><td>Closed Fist Operation</td><td>(y/n)</td><td>Yes</td></tr> <tr><td>Visual Contrast</td><td>(y/n)</td><td>Yes</td></tr> <tr><td>Contrasting Color Bands</td><td>(y/n)</td><td><b>No</b></td></tr> <tr><td>Vibrotactile Feedback</td><td>(y/n)</td><td><b>No</b></td></tr> <tr><td>Audible Walk Indicator</td><td>(y/n)</td><td><b>No</b></td></tr> <tr><td>Button Locator Tone</td><td>(y/n)</td><td><b>No</b></td></tr> <tr><td>Tactile Arrow</td><td>(y/n)</td><td><b>No</b></td></tr> <tr><td>Within 5 ft from crosswalk</td><td>(y/n)</td><td>Yes</td></tr> <tr><td>1.5 - 6.0 ft from curb</td><td>(y/n)</td><td>Yes</td></tr> <tr><td>10 ft minimum separation</td><td></td><td>&gt;10ft</td></tr> </table>	Accessible Path	(y/n)	Yes	Clear Floor Space	(y/n)	Yes	Clear Floor Slope	(%)	<b>4.6</b>	Clear Floor X Slope	(%)	0.3	Button Ht.	(in)	46.5	Button Reach	(in)	0.0	Button Diameter	(in)	2.0	Button Pressure	(lbs)	1.0	Closed Fist Operation	(y/n)	Yes	Visual Contrast	(y/n)	Yes	Contrasting Color Bands	(y/n)	<b>No</b>	Vibrotactile Feedback	(y/n)	<b>No</b>	Audible Walk Indicator	(y/n)	<b>No</b>	Button Locator Tone	(y/n)	<b>No</b>	Tactile Arrow	(y/n)	<b>No</b>	Within 5 ft from crosswalk	(y/n)	Yes	1.5 - 6.0 ft from curb	(y/n)	Yes	10 ft minimum separation		>10ft
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<ul style="list-style-type: none"> <li><b>As-Built Description:</b> The slope of the floor or ground surface at the pedestrian signal device exceed 1:48 (2%).</li> <li><b>As-is Measurement:</b> <b>2.2%</b></li> <li><b>Proposed Solution:</b> Modify or repave the ground surface as necessary to provide slope (s) not exceeding the required 1:48 (2%) maximum in any direction.</li> <li><b>Additional Items:</b> Provide 2" wide color coding with 1" wide dark borders located directly above control button. Provide an tactile arrow aligned parallel to the crosswalk direction on the sign. Provide voice or tone audible indication of the WALK interval at the pedestrian signal device. Provide a vibrotactile signal device that is integrated with the pedestrian pushbutton. Provide a button locator tone.</li> </ul>																																																								
																																																								



# City of Vernon

## Appendix E: Bus Stops

### Access Compliance Survey Report






On Street		At Street	
E VERNON AVE		S SANTA FE AVE	
Orientation	Existing Access Barrier and Proposed Solution	Codes / Mitigation Info	Measurements
N	<b>Bus Boarding Area Slope</b>		<b>General</b>
	• <i>As-Built Description:</i> Bus Stop boarding area has a run slope greater than 1:48 (2%) and does not comply with the requirements for sidewalks.	ADAAG 10.2.1(1); 4.3.7	Accessible Path (y/n) Yes
	• <i>As-is Measurement:</i> 2.2%	CBC 2019 810.2.4	Street Grade (%) 0.4
	• <i>Proposed Solution:</i> Demolish existing and provide new bus stop boarding area sidewalk section not exceeding the 1:48 (2%) maximum required run slope and a cross slope that is less than the street grade.	CBC 2019 11B-810.2.4 CBC 2007 1121B.2.1 PROWAG R308.1.1.2	Font Height (in) 2.0
			<b>Boarding Area</b>
			Provided (y/n) Yes
			Slope (%) 2.2
			X Slope (%) 1.0
			Width (in) 90
			Length (in) 96
			Slip-Resistant Surface (y/n) Yes
			<b>Shelter</b>
			Provided (y/n) Yes
			Clear Floor Space (y/n) Yes
			Clear Floor Slope (%) 2.1
			Clear Floor X Slope (%) 0.7
			Brochure Height (in) N/A
			Panel Opening Height (in) N/A
			<b>Bench</b>
			Provided (y/n) Yes
			Seat 17-19" High, 48" Long (y/n) Yes
			Seat 20 - 24" Deep (y/n) No
			Back Support 2" High Max, 2-1/2" Wide Max (y/n) No
			<b>Push Button</b>
			Provided (y/n) N/A



	On Street	At Street
	PACIFIC BLVD	S SANTA FE AVE
Orientation	Existing Access Barrier and Proposed Solution	Codes / Mitigation Info
N	<b>Bus Shelter Slope</b>	
	<ul style="list-style-type: none"><li>As-Built Description: Bus shelter does not comply with the allowed maximum cross slope of 1:48 (2%).</li></ul>	ADAAG 10.2.1(2); 4.3.7
	<ul style="list-style-type: none"><li>As-is Measurement: 2.2%</li></ul>	CBC 2019 810.3
	<ul style="list-style-type: none"><li>Proposed Solution: Demolish existing and provide new shelter area not exceeding the required 1:48 (2%) maximum cross slope or run slope.</li></ul>	CBC 2019 11B-810.3 CBC 2007 1121B.2.1 PROWAG R308.2

Measurements		
General		
Accessible Path	(y/n)	Yes
Street Grade	(%)	0.4
Font Height	(in)	2.0
Boarding Area		
Provided	(y/n)	Yes
Slope	(%)	0.8
X Slope	(%)	1.4
Width	(in)	90
Length	(in)	96
Slip-Resistant Surface	(y/n)	Yes
Shelter		
Provided	(y/n)	Yes
Clear Floor Space	(y/n)	Yes
Clear Floor Slope	(%)	1.9
Clear Floor X Slope	(%)	2.2
Brochure Height	(in)	N/A
Panel Opening Height	(in)	N/A
Bench		
Provided	(y/n)	Yes
Seat 17-19" High, 48" Long	(y/n)	Yes
Seat 20 - 24" Deep	(y/n)	No
Back Support 2" High Max, 2-1/2" Wide Max	(y/n)	No
Push Button		
Provided	(y/n)	N/A



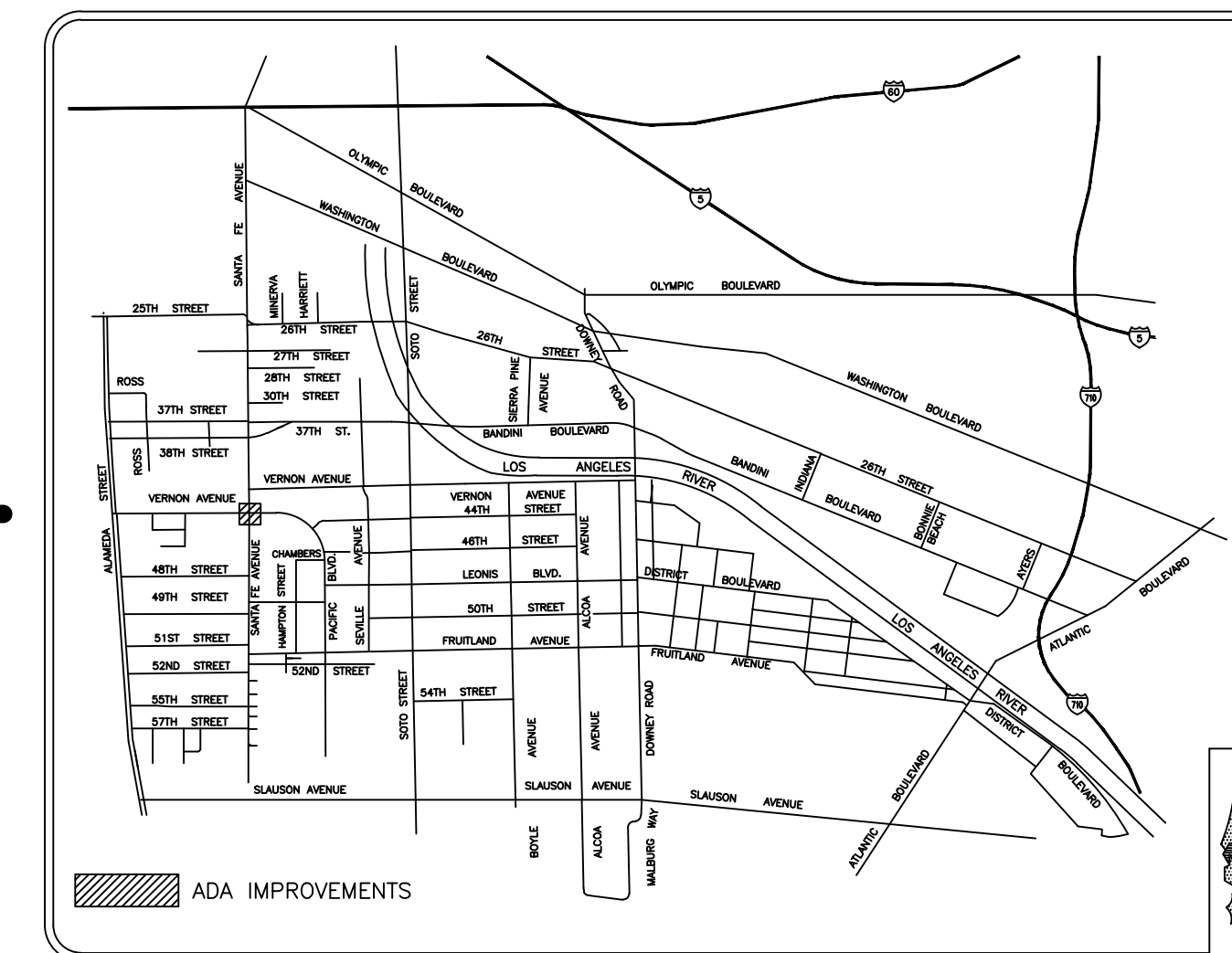




On Street		At Street	
PACIFIC BLVD		S SANTA FE AVE	
Orientation	Existing Access Barrier	Codes / Mitigation Info	Measurements
S	Bus Boarding Area Slope		
	• As-Built Description:		
	Bus Stop boarding area has a run slope greater than 1:48 (2%) and does not comply with the requirements for sidewalks.	ADAAG 10.2.1(1); 4.3.7	
		CBC 2019 810.2.4	
		CBC 2019 11B-810.2.4	
		CBC 2007 1121B.2.1	
		PROWAG R308.1.1.2	
	• As-is Measurement: 3.3%		
	• Proposed Solution.		
	Demolish existing and provide new bus stop boarding area sidewalk section not exceeding the 1:48 (2%) maximum required run slope and a cross slope that is less than the street grade.		



CITY OF VERNON  
PUBLIC WORKS DEPARTMENT  
ADA IMPROVEMENTS AT THE INTERSECTION OF  
PACIFIC BLVD./VERNON AVE. & SANTA FE AVE.  
CONTRACT NO. CS-1349

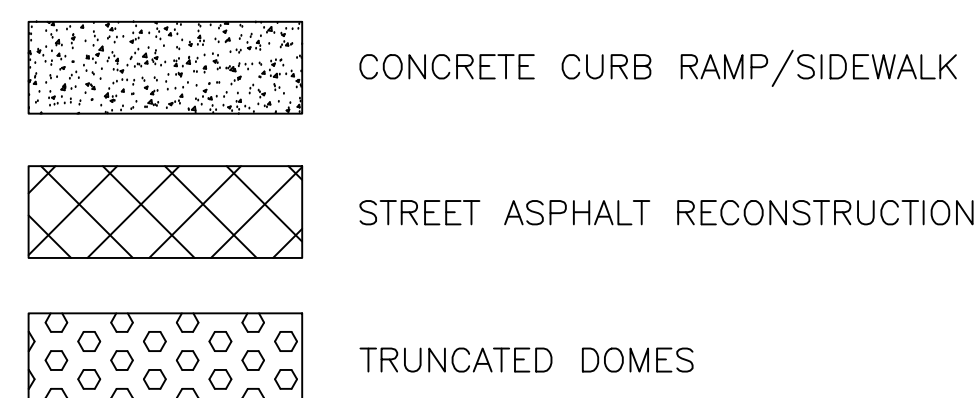


VICINITY MAP

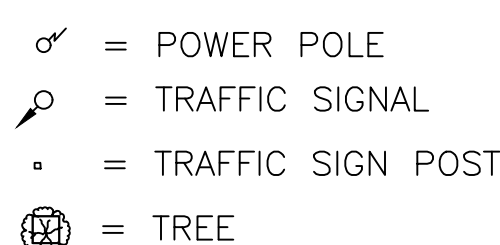
GENERAL CONSTRUCTION NOTES:

- STATIONING IS ALONG THE CENTERLINE OF STREET.
- ELEVATIONS ARE IN FEET ABOVE CITY OF VERNON DATUM PLANE B.M.M. NO.8-A, ELEV. 196.420.
- WORK TO BE DONE IS SHOWN IN HEAVY SOLID LINES, AND PER CONTRACT NO. CS-1349.
- THE CONSTRUCTION SHALL COMPLY WITH THE 2018 EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION - SOUTHERN CALIFORNIA CHAPTERS OF THE AMERICAN PUBLIC WORKS ASSOCIATION AND ASSOCIATED GENERAL CONTRACTORS OF AMERICA.
- ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE WITH THE SITES AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM HIS OPERATIONS, WHETHER OR NOT THESE FACILITIES ARE SHOWN ON THESE PLANS.
- THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE DIG ALERT AT 811 2 DAYS PRIOR TO ANY DIGGING.
- THE CONTRACTOR SHALL NOTIFY THE CITY OF VERNON DEPARTMENT OF PUBLIC WORKS AT LEAST 48 HOURS PRIOR TO THE BEGINNING OF WORK. PHONE NO. (323) 583-8811 ext.281.
- THE CONTRACTOR SHALL PROVIDE CONSTRUCTION SURVEYING AND STAKING SERVICES AS NEEDED AT NO EXTRA COST TO THE CITY.
- CONTRACTOR SHALL COORDINATE ALL ACTIVITIES WITH UTILITY OWNERS AND RAILROAD COMPANIES.
- THE CITY WILL PERFORM COMPACTION TESTS. ANY FAILED TESTS SHALL BE PAID FOR BY THE CONTRACTOR.
- NO CONCRETE SHALL BE POURED UNTIL THE FORMS, COMPACTION AND ANY REINFORCING STEEL ARE PLACED, INSPECTED, AND APPROVED. ALL CONCRETE REMOVAL SHALL BE SAWCUT AT JOINS.
- THE CONTRACTOR IS RESPONSIBLE FOR FURNISHING AND MAINTAINING ALL TRAFFIC CONTROLS AND SIGNS DURING THE ENTIRE PROJECT.
- ALL A.C. OVERLAY MATERIAL SHALL BE 2% LATEX ASPHALT PAVEMENT CLASS C2-PG 70-10.
- CONTRACTOR SHALL PLACE TEMPORARY STRIPING IMMEDIATELY AFTER REPAVING OF THE STREETS.
- ALL ADJUSTMENTS TO WATER BOXES, TRAFFIC SIGNAL PULLBOXES, MANHOLE FRAMES AND COVERS, VALVE AND MONUMENT COVERS SHALL BE PERFORMED AS PART OF THE PAVING OPERATION AT NO EXTRA COST.
- ALL EDGES OF COLD PLANE CUT AREAS SHALL BE RAMPED WITH TEMPORARY A.C. COLD MIX AT THE JOIN LINES FOR A BETTER VEHICLE CROSSING WITH NO EXTRA COST TO THE CITY.

LEGEND



STANDARD SYMBOLS



OTHER CODES/STANDARDS

PROWAG	ADAAG	CBC
R304.2.1	4.3.7	2007: 1127B.5.3
R304.5.3	4.7.2	1127B.5.4
R304.5.4	4.8.4	1121B.2.1
R308.1.1.2	4.8.6	
R308.2	10.2.1(1)	2016: 11B-406.5.3
R404.2	10.2.1(2)	11B-406.5.7
		11B-406.5.8
		11B-302.1
		11B-305.1
		2019: 11B-810.2.4
		11B-810.3
		810.3
		810.2.4

CALTRANS  
A88A CURB RAMP DETAILS

ADA 2010  
302.1  
305.1  
405.7  
406.2



DESIGNED: BELTRAN	APPROVED:	CITY OF VERNON PUBLIC WORKS DEPARTMENT	CONTRACT NO. CS-1349
DRAWN: BELTRAN			
CHECKED: WALL	CIVIL ENGINEER NO. 56356	ADA IMPROVEMENTS AT THE INTERSECTION OF PACIFIC BLVD./VERNON AVE. & SANTA FE AVE.	SHEET 1 OF 1
REVIEWED: WALL	DATE:		CAPITAL IMPROVEMENT PROJECT P2776

STREET CONSTRUCTION NOTES:

- CONSTRUCT 8" THICK CONCRETE CURB RAMP WITH TRUNCATED DOMES PER 2018 CALTRANS STANDARD PLAN RSP A88A, AND CITY OF VERNON ADA TRANSITION PLAN AS FIELD CONSTRAINTS ALLOW.
- SAWCUT AND REMOVE 1 FEET WIDE THICK SECTION OF PAVEMENT, BASE, AND SUBGRADE 12" BELOW PROPOSED FINISH SURFACE ELEVATION. RECONSTRUCT 6" OF C2-PG 70-10 ASPHALT OVER 6" OF CMB, BOTH 95% RELATIVE COMPACTIONS. SUBGRADE SHALL BE 90% COMPACTION.
- REMOVE AND RECONSTRUCT CURB AND GUTTER PER CITY OF VERNON STD. PLAN NO. PV 582 AND CITY OF VERNON ADA TRANSITION PLAN AS FIELD CONSTRAINTS ALLOW.
- REMOVE AND REPLACE 3.5" THICK CONCRETE SIDEWALK, PER CITY OF VERNON STD. PLAN NO. PV582.
- EXISTING FACILITY TO BE PROTECTED IN PLACE.
- EXISTING TRAFFIC PULL BOX TO BE ADJUSTED TO GRADE.

VERNON STANDARDS

PV582	STANDARD SIDEWALK, CURB & GUTTER
A88A	CURB RAMP DETAILS

NOTICE TO CONTRACTOR

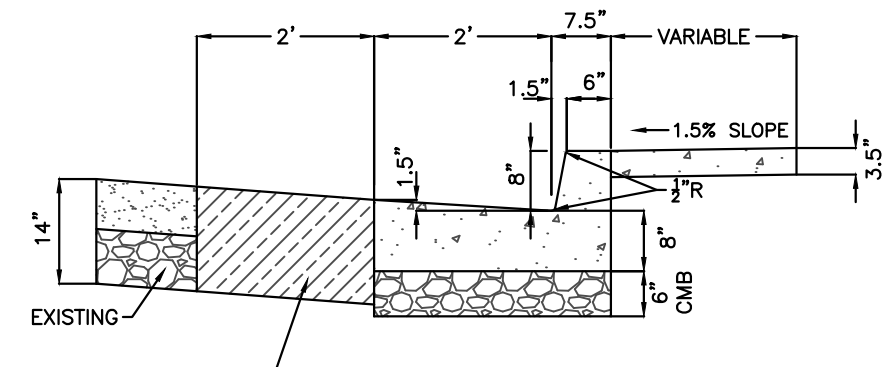
THE CONTRACTOR SHALL ASCERTAIN THE TRUE VERTICAL AND HORIZONTAL LOCATION AND SIZE OF ALL UTILITIES, PIPES, AND/OR STRUCTURES AND SHALL BE RESPONSIBLE FOR DAMAGE TO ANY PUBLIC OR PRIVATE UTILITIES, SHOWN OR NOT SHOWN HEREON

SCALE:  
1"=20'

EXHIBIT C  
EQUAL EMPLOYMENT OPPORTUNITY  
PRACTICES PROVISIONS

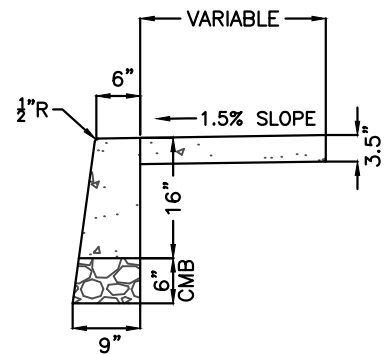
- A. Contractor certifies and represents that, during the performance of this Agreement, the contractor and each subcontractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religious 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

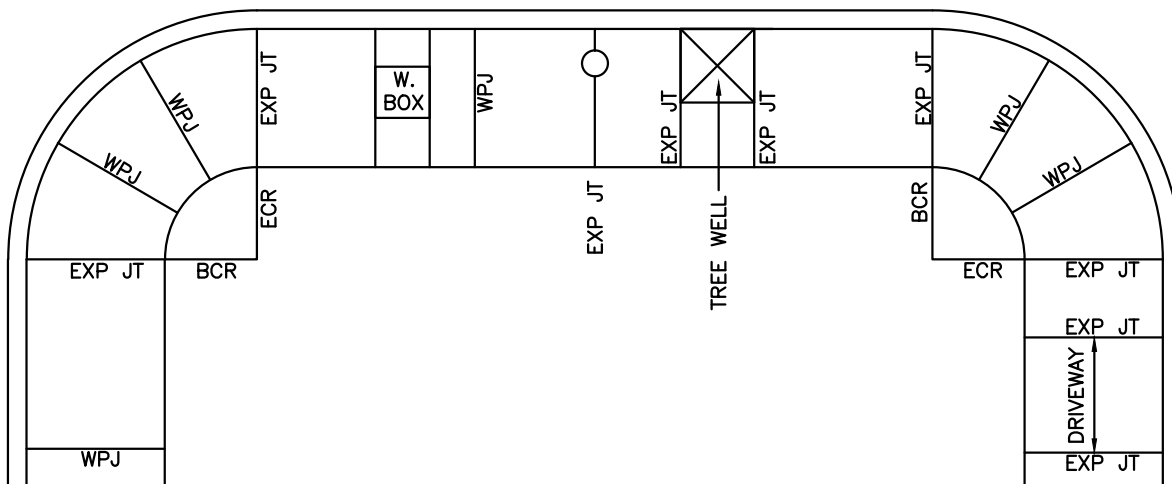


REMOVE IF NECESSARY  
SEE NOTE 8.

CURB AND GUTTER



CURB



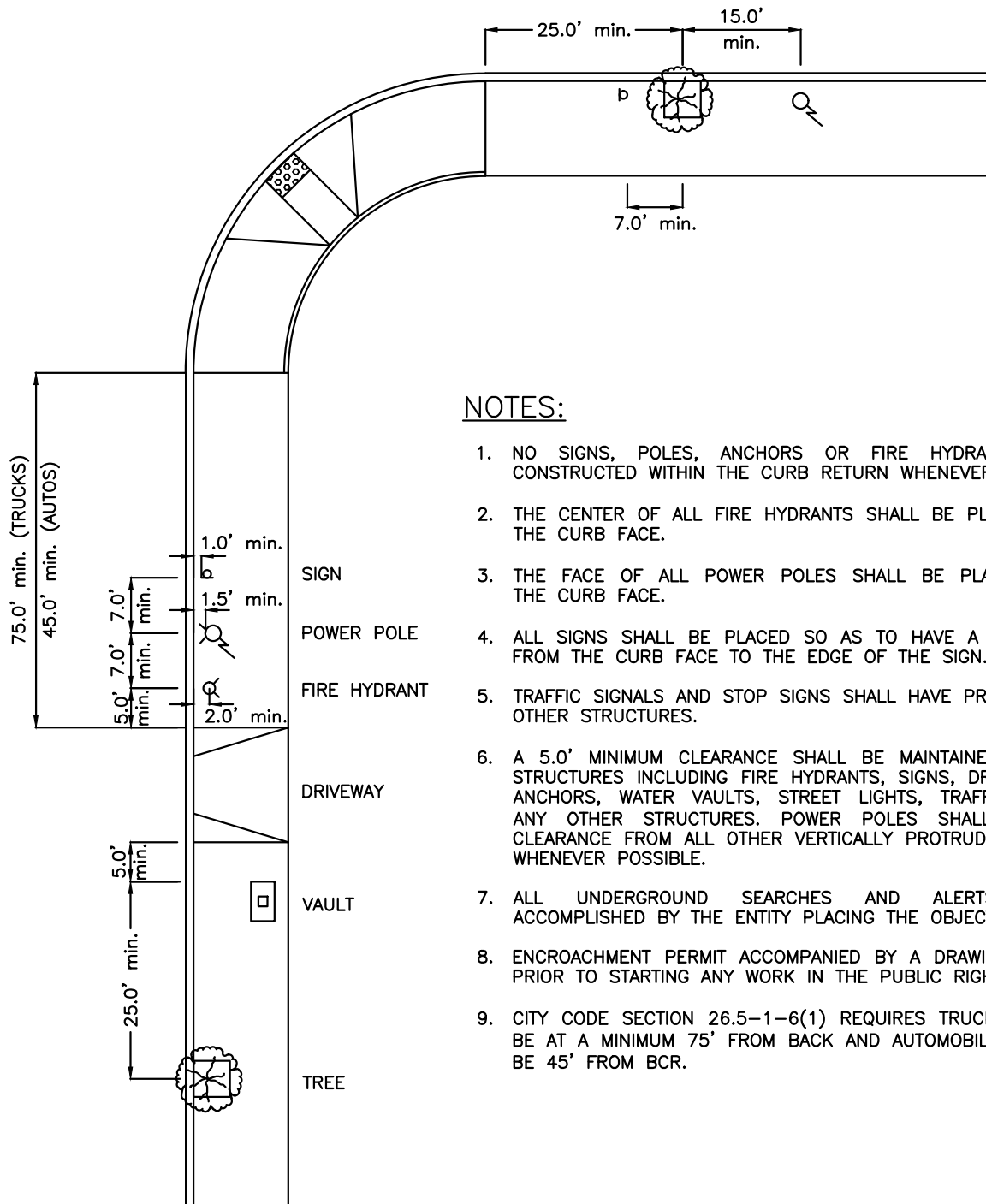
NOTES:

1. WEAKENED PLANE JOINTS SHALL BE USED AT REGULAR INTERVALS 10 FEET IN WALKS AND 20 FEET IN CURB AND GUTTERS.
2. 1/4" EXPANSION JOINT FELT SHALL BE PLACED AT 60' INTERVALS IN CURB, GUTTER AND WALK, AT THE BCR AND ECR, AT DRIVEWAYS, AT TREE WELLS, AND AROUND UTILITY POLES IN SIDEWALK AREAS. SIDEWALK AND CURB JOINTS SHALL BE ALIGNED.
3. ALL CONCRETE WORK SHALL BE ONE COURSE. NO TOPPING PERMITTED.
4. MATCH JOINT LINES WHEN REPLACING EXISTING SIDEWALK.
5. CURB FACE SHALL BE A STEEL TROWEL AND FINE HAIR BROOM FINISH.
6. FLOWLINE OF THE GUTTER SHALL HAVE A 4" SHINER.
7. ALL GUTTERS SHALL BE 2' UNLESS APPROVED BY CITY ENGINEER.
8. REMOVE A 2' WIDE BY 14" SECTION OF PAVEMENT ALONG THE EDGE OF THE EXISTING GUTTER. RE-COMPACT BASE OR SUB-GRADE AND CONSTRUCT 8" AC OVER 6" CMB, ASPHALT SHALL BE FLUSH WITH GUTTER.

REVISIONS		
DATE	DESCRIPTION	INITIALS
5/30/18	CREATED	MA
7/26/18	UPDATED	MB

**STANDARD SIDEWALK,  
CURB, AND GUTTER**  
CITY OF VERNON, PUBLIC WORKS DEPARTMENT  
JULY 2018

STANDARD PLAN  
**PV 582**  
1 OF 1



### NOTES:

1. NO SIGNS, POLES, ANCHORS OR FIRE HYDRANTS SHALL BE CONSTRUCTED WITHIN THE CURB RETURN WHENEVER POSSIBLE.
2. THE CENTER OF ALL FIRE HYDRANTS SHALL BE PLACED 2.0' FROM THE CURB FACE.
3. THE FACE OF ALL POWER POLES SHALL BE PLACED 1.5' FROM THE CURB FACE.
4. ALL SIGNS SHALL BE PLACED SO AS TO HAVE A 1.0' CLEARANCE FROM THE CURB FACE TO THE EDGE OF THE SIGN.
5. TRAFFIC SIGNALS AND STOP SIGNS SHALL HAVE PRIORITY OVER ALL OTHER STRUCTURES.
6. A 5.0' MINIMUM CLEARANCE SHALL BE MAINTAINED BETWEEN ALL STRUCTURES INCLUDING FIRE HYDRANTS, SIGNS, DRIVEWAYS, TREES, ANCHORS, WATER VAULTS, STREET LIGHTS, TRAFFIC SIGNALS OR ANY OTHER STRUCTURES. POWER POLES SHALL HAVE A 7.0' CLEARANCE FROM ALL OTHER VERTICALLY PROTRUDING STRUCTURES WHENEVER POSSIBLE.
7. ALL UNDERGROUND SEARCHES AND ALERTS SHALL BE ACCOMPLISHED BY THE ENTITY PLACING THE OBJECT.
8. ENCROACHMENT PERMIT ACCOMPANIED BY A DRAWING IS REQUIRED PRIOR TO STARTING ANY WORK IN THE PUBLIC RIGHT OF WAY.
9. CITY CODE SECTION 26.5-1-6(1) REQUIRES TRUCK DRIVEWAYS TO BE AT A MINIMUM 75' FROM BACK AND AUTOMOBILE DRIVEWAYS TO BE 45' FROM BCR.

#### REVISIONS

DATE	DESCRIPTION	INITIALS
5/30/18	CREATED	MA
7/26/18	UPDATED	MB

## STANDARD OFFSET REQUIREMENTS

CITY OF VERNON, PUBLIC WORKS DEPARTMENT  
JULY 2018

STANDARD PLAN

PV 2133

1 OF 1



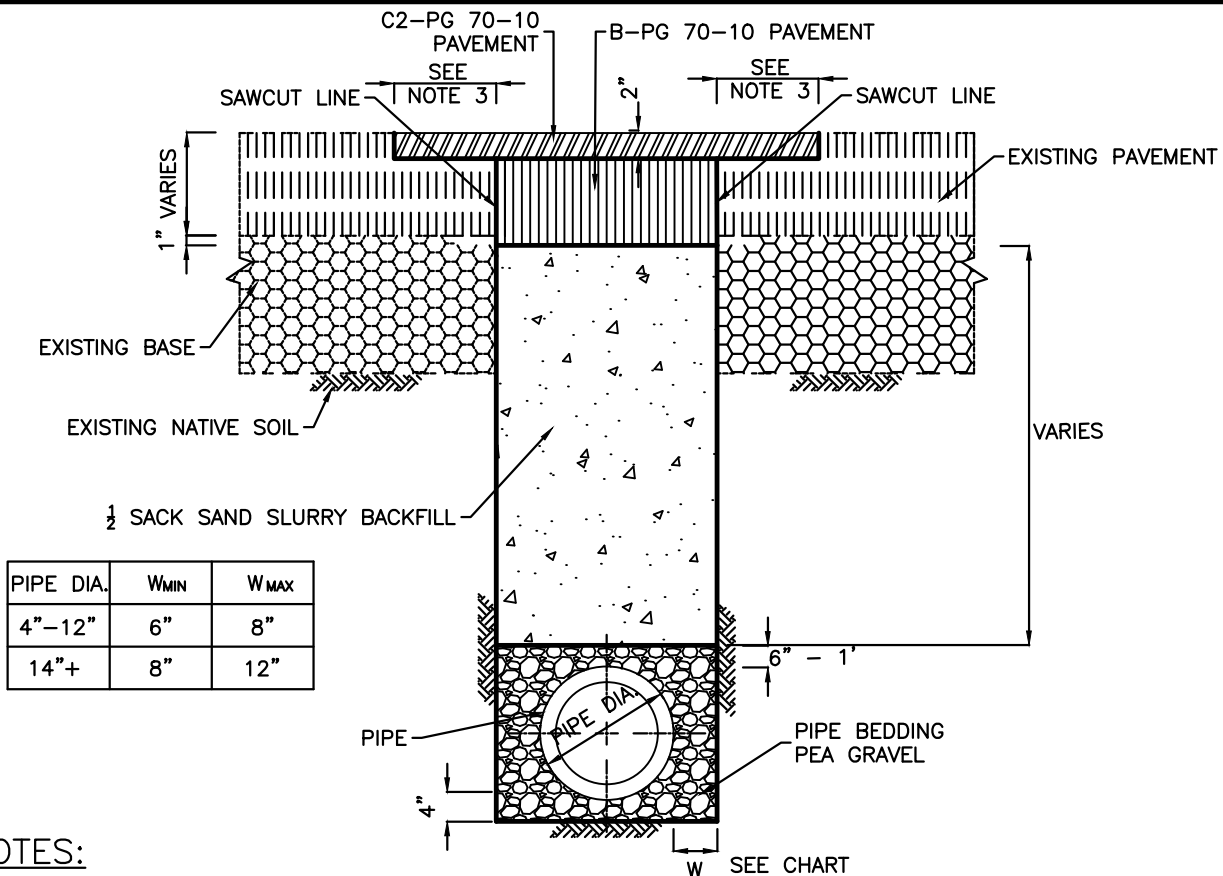
- ## REVISIONS

## TYPICAL TRENCH PAVING SECTION

STANDARD PLAN

V2264

1 OF 2



## NOTES:

- NEW PAVEMENT THICKNESS SHALL BE 1 INCH BELOW THE EXISTING TO A MAXIMUM OF 10 INCHES, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
- ASPHALT CONCRETE SHALL BE B-PG70-10. TACK COAT SHALL BE APPLIED PER LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK).
- FINISHED ASPHALT CONCRETE SHALL BE C2-PG70-10, 2" THICK, UNIFORM COLD PLANE MINIMUM 1 FOOT FROM SAWCUT LINE OR PER CITY ENGINEER'S APPROVAL, AND PAVED FLUSH WITH ADJACENT PAVEMENT WITHIN SAME DAY AS NEW A.C. PLACEMENT.
- DAMAGED AND UNDERMINED PAVEMENT SHALL BE REMOVED BY SAW CUTTING FULL DEPTH PARALLEL TO TRENCH AND REPLACED WITH ASPHALT CONCRETE PER ABOVE AT NO COST TO THE CITY.
- FOR CONCRETE STREETS THE WIDTH OF CONCRETE TO BE REPLACED SHALL EITHER BE FROM COLD JOINT LINE TO COLD JOINT LINE OR APPROVED TRENCH WIDTH WITH CONCRETE DOWELS (MIN. #4 BARS) PLACED EVERY 3 FT STAGGERED.
- IF THE SAWCUT LINE IS 3 FEET OR LESS FROM GUTTER LINE OR COLD JOINT THE A.C. PAVEMENT OR CONCRETE SHALL BE REMOVED TO GUTTER LINE OR COLD JOINT.
- ALL TRAFFIC SIGNAL LOOPS, DOTS, LANE LINES, CROSSWALKS, LEGENDS, AND OTHER PAINTED MARKINGS ARE TO BE REPLACED IN KIND BY THE CONTRACTOR.
- AN ENCROACHMENT PERMIT SHALL BE OBTAINED FROM THE CITY OF VERNON PUBLIC WORKS DEPARTMENT PRIOR TO ANY ENCROACHMENT OR CONSTRUCTION WITHIN A CITY OF VERNON RIGHT-OF-WAY.
- THE CONTRACTOR SHALL OBTAIN AN UNDERGROUND SERVICE ALERT TICKET AND OBTAIN A CALIFORNIA COMMISSION OF OCCUPATIONAL SAFETY AND HEALTH (DOSH) PERMIT IF THE TRENCH IS GREATER THAN 5 FEET DEEP PRIOR TO THE COMMENCEMENT OF WORK.
- THE CONTRACTOR IS RESPONSIBLE FOR FURNISHING AND MAINTAINING ALL TRAFFIC CONTROLS AND SIGNAGE PER THE LATEST VERSION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) OR THE CALIFORNIA JOINT UTILITY TRAFFIC CONTROL MANUAL (CJUTCM) DURING ENTIRE PROJECT.
- NO STOCK PILING OF CONSTRUCTION MATERIALS OR EQUIPMENT SHALL BE ALLOWED OVER NIGHT IN THE PUBLIC RIGHT-OF-WAY UNLESS APPROVED BY THE CITY ENGINEER.
- ALL NECESSARY STEEL PLATES SHALL BE PROVIDED AT THE JOB SITE PRIOR TO ANY REMOVALS. PLATES SHALL BE SKID RESISTANT, RECESSED AND SECURED FROM ANY MOVEMENT.
- ALL TRENCHES SHALL BE BACKFILLED WITH 1/2 SACK SAND SLURRY UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
- THE CONSTRUCTION SHALL COMPLY WITH CITY STANDARDS AND THE GREENBOOK.

## REVISIONS

DATE	DESCRIPTION	INITIALS
5/30/18	UPDATED NOTE 12.	MA
7/5/18	UPDATED NOTES 7, 8, & 10.	MB

## TYPICAL TRENCH PAVING SECTION FOR SEWER LATERAL

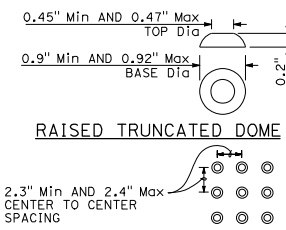
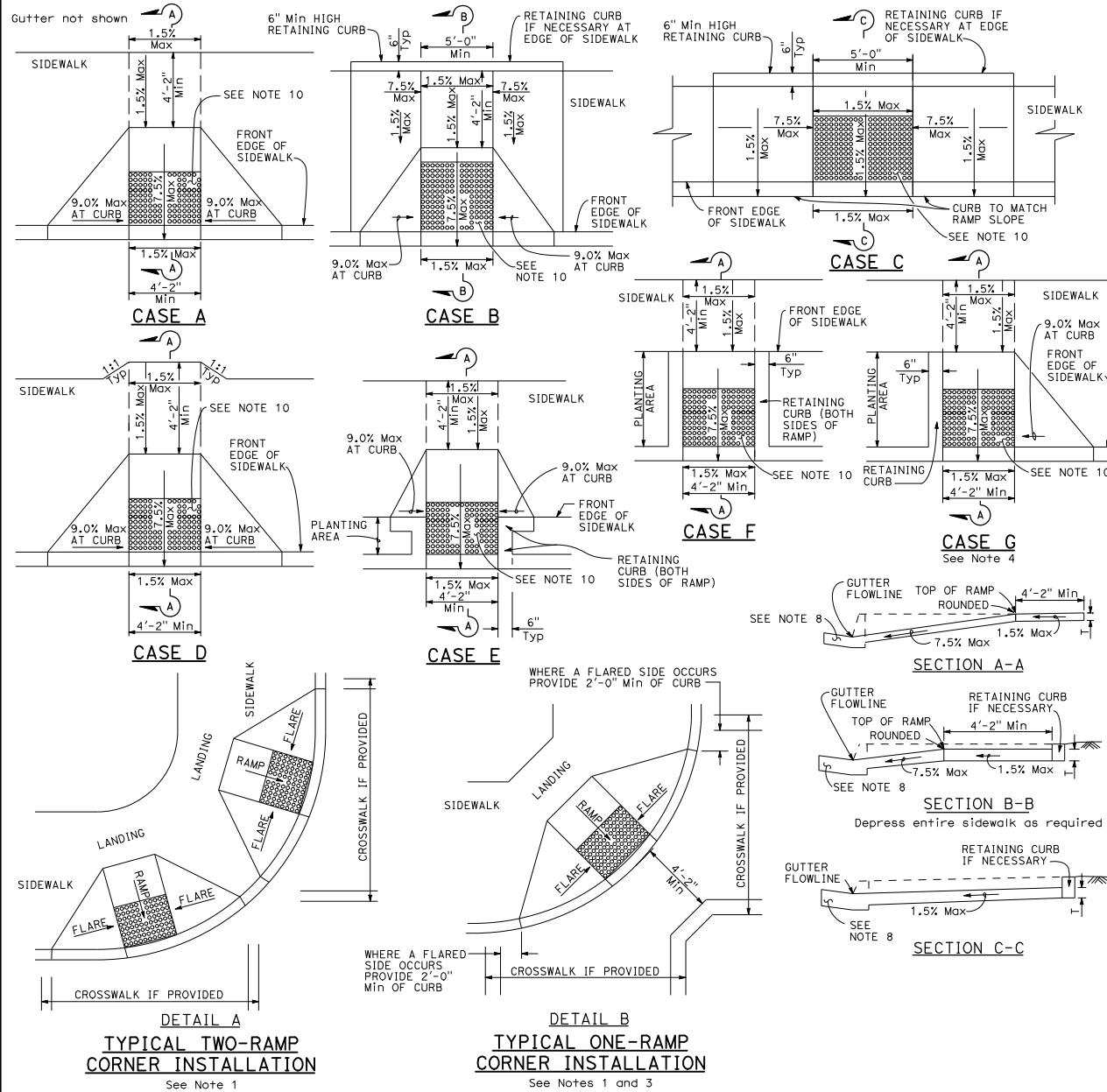
CITY OF VERNON, PUBLIC WORKS DEPARTMENT  
JULY 2018

STANDARD PLAN

V2264

2 OF 2

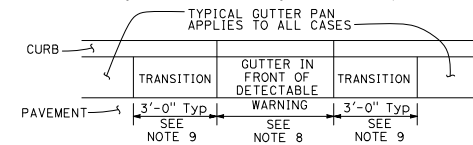
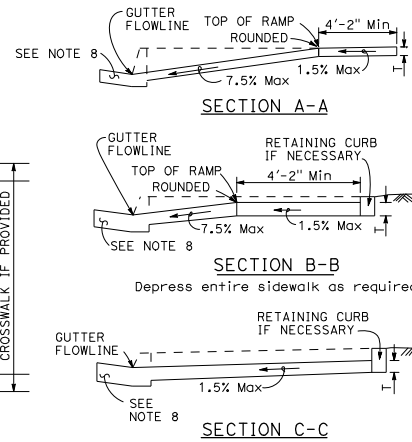




### RAISED TRUNCATED DOME PATTERN (IN-LINE) DETECTABLE WARNING SURFACE

NOTES: See Note 10

- As site conditions dictate, Case A through Case G curb ramps may be used for corner installations similar to those shown in Detail A and Detail B. The case of curb ramps used in Detail A do not have to be the same. Case A through Case G curb ramps also may be used at mid block locations, as site conditions dictate. For specific site condition configuration, including the conform to existing sidewalk, see Project Plans.
- If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-2" platform (landing) as shown in Case A, the sidewalk may be depressed longitudinally as in Case B or C or may be widened as in Case D.
- When ramp is located in center of curb return, crosswalk configuration must be similar to that shown for Detail B.
- As site conditions dictate, the retaining curb side and the flared side of the Case G ramp shall be constructed in reversed position.
- The ramp portion of the curb ramp is a typical rectangle, unless modified in the Project Plans.
- Side slope of ramp flares vary uniformly from a maximum of 9.0% at curb to conform with longitudinal sidewalk slope adjacent to top of the ramp, except in Case C and Case F.
- The adjacent surfaces at curb ramps to walks, gutters, and streets shall be at the same level.
- Counter slopes of adjoining gutters and road surfaces immediately adjacent to and within 24 inches of the curb ramp shall not be steeper than 1V:20H (5.0%). Gutter pan slope shall not exceed 1" of depth for each 2'-0" of width.
- Transition gutter pan slope from 1" of depth for each 2'-0" of width to match typical gutter pan slope per Standard Plan A87A.
- The detectable warning surface will be a rectangle as shown at back of curb, unless modified in the Project Plans. Curb ramps shall have a detectable warning surface that extends the full width and 3'-0" depth of the ramp. Detectable warning surfaces shall extend the full width of the ramp except a maximum gap of 1 inch is allowed on each side of the ramp. Detectable warning surfaces shall conform to the requirements in the Standard Specifications.
- Sidewalk and ramp thickness, "T", shall be 3 1/2" minimum.
- Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
- Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.



### GUTTER PAN TRANSITION

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**CURB RAMP DETAILS**  
NO SCALE

**A88A**

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL SHEETS
<p>Remedy REGISTERED CIVIL ENGINEER</p> <p>May 31, 2018 PLANS APPROVAL DATE</p> <p>THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.</p> <p>REBECCA LYNN MOORE No. C54415 Exp. 12-31-19 CIVIL STATE OF CALIFORNIA</p>				

## **NOTICE INVITING BIDS**

**for**

**ADA Improvements at the Intersection of Pacific Blvd./Vernon Ave. and Santa Fe Ave.**

**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., June 7, 2021**, by 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. ***Bids will be opened in the City Clerk’s Office at 2:00 p.m., June 7, 2021.*** 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.

The bids shall be clearly titled. Copies of the Bid Documents, Plans and Specifications are available at no charge at **cityofvernon.org/planetbids**

### **Pre-Bid Meeting:**

A pre-bid meeting to answer any questions regarding the project plans and specifications is scheduled for June 3, 2021 at 10:00 am at the north west intersection of Vernon Avenue and Santa Fe Avenue. 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:** Public Works Department  
Attention: Margarita Beltran  
Phone: (323) 583-8811 ext. 377  
Email: [mbeltran@ci.vernon.ca.us](mailto: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:

This project consists on the construction of new American with Disabilities “ADA” Ramps, new curb and gutter and new sidewalk to comply with the City of Vernon ADA Transition Plan.

The work shall be done in accordance with Contract No. CS-1349.

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.

**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 \$95,000 to \$100,000.

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.** 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 shall apply and pay for all the required Governmental Approvals and Utility Fees. It is the responsibility of the contractor to procure all permits acquired for this project.

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/](http://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: \_\_\_\_\_ (Approved as to form by the City Attorney's Office)

Published: \_\_\_\_\_

**City of Vernon**  
**Instructions for Bidders**  
**Project: ADA Improvements at the Intersection of Pacific Blvd./Vernon Ave.**  
**and Santa Fe Ave.**  
**for the Department of Public Works**

City personnel with whom prospective bidders will deal with are:

Margarita Beltran, Associate Engineer, Public Works Department, 4305 Santa Fe Avenue,  
Vernon, CA 90058 (323) 583-8811 Ext. 377.

Bid opening date and time: **(June 7, 2021 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." Notwithstanding the provisions of Paragraph 22 herein, the Bidder's 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 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 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 AFFIDAVIT OF NON-COLLUSION**

An Affidavit of Non-Collusion 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**

(Optional) If provided in the General Conditions, Contractor shall be reimbursed for the actual direct cost of all Permit Fees, as defined in Paragraph 1.01 and addressed in 1.03 of the General Conditions. 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 for all Governmental Approvals and Utility Fees.

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 Public Works Department, 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.
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/](http://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
- C. 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.
- 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) 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.
- E. 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. Prevailing Wage Where Applicable. Upon request, certified payroll documents shall be provided to the City.
- B. 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: ADA Improvements at the Intersection of Pacific Blvd./Vernon Ave. and Santa Fe Ave., Contract No. CS-1349

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 Non-Collusion
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.

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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: Luis Morales Date of Inspection 6/3/21

Title: Estimator

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 3 day of June, 2021, at Corona, CA  
City State

Bidder's Proposal  
Respectfully Submitted

NAME OF BIDDER

COMPANY  
NAME:

EBS General Engineering, Inc.

ADDRESS:

1345 Quarry Street, Ste 101

Corona CA 92879

CONTACT PERSON:

Thomas Nanci

TELEPHONE NUMBER: 951-279-6869

E-MAIL: bids@ebsgeneral.com

CALIFORNIA STATE CONTRACTOR'S LICENSE NUMBER: 720016

EXPIRATION DATE: 3/31/22

TAX IDENTIFICATION NO.: 33-0634599

SURETY COMPANY:

SureTec Insurance Co

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:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

List all d/b/a's: \_\_\_\_\_

☐

Partnership: ☐ General Partner ☐ Limited Partner

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

☒

Corporation: State of CA

Name: Thomas Nanci

Corporate Officer Title: President

Signature: 

Corporate Seal

☐

Joint Venture: ☐ Corporation ☐ Partnership  
☐ Individual ☐ Other \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of all Joint Venturers: \_\_\_\_\_

[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.]

**ACTION AND RESOLUTION BY  
THE BOARD OF DIRECTORS OF  
EBS GENERAL ENGINEERING, INC.,  
A CALIFORNIA CORPORATION**

The Board of Directors of EBS General Engineering, Inc. (the "**Corporation**"), desiring to insure that all the proper and authorized individuals who have corporate authority to bind the Corporation to any and all contracts executed by such authorized individuals have been approved by the Board of Directors of the Corporation (the "**Board**"), held a meeting on July 26, 2019.

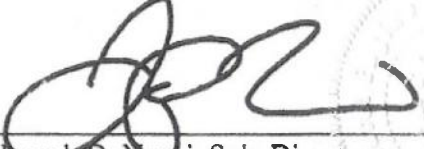
The Board, following a review of the foregoing matter and upon motion made and seconded, hereby determines and votes unanimously as follows:

**BE IT THEREFORE RESOLVED** that either Thomas E. Nanci or Joseph D. Nanci, acting alone, in his capacity as an officer of the Corporation, is hereby designated, authorized and empowered to be duly authorized with all the attendant powers and authorization related thereto, to bind, obligate and commit the Corporation to any and all contracts executed by and between the Corporation and any other contracting party.

There being no further or pending business before the Board, the meeting was adjourned.

**BOARD OF DIRECTORS**

Dated: July 26, 2019

  
\_\_\_\_\_  
Joseph D. Nanci, Sole Director

**ATTESTATION**

I, being the Secretary of the above-referenced Corporation, do hereby certify that the above resolution is the resolution of the Corporation.

Dated: July 26, 2019

  
\_\_\_\_\_  
Joseph D. Nanci, Secretary

## SCHEDULE OF BID PRICES

PROJECT: ADA Improvements at the Intersection of Pacific Blvd./Vernon Ave. and Santa Fe Ave., Contract No. CS-1349

BIDDER'S NAME: EBS General Engineering, 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:

*Sixty seven thousand, nine hundred forty one*  
*Ninety thousand, two hundred eighty one* Dollars *67,941-*  
*(\$90,281-)*

Item No.	Description	Units	Quantity	Unit Cost	Amount
1.	<u>Unclassified excavation – Saw-cut, removal, and disposal of asphalt concrete, aggregate base and soil.</u>	<u>CY</u>	<u>75</u>	<u>293-</u>	<u>21,975-</u>
2.	<u>Construct 3.5-inch thick concrete sidewalk per City of Vernon Standard Plan No. PV582. Unclassified excavation to be paid by Bid Item No. 1</u>	<u>SF</u>	<u>2,640</u>	<u>5.90</u>	<u>15,576-</u>
3.	<u>Remove and construct accessibility ramp per Caltrans Standard Plan No. RSP A88A, and City of Vernon ADA Transition Plan. Unclassified excavation to be paid by Bid Item No. 1</u>	<u>EA</u>	<u>3</u>	<u>6,730-</u>	<u>20,190-</u>
4.	<u>Remove and construct curb and gutter per City of Vernon Standard Plan No. PV582. Unclassified excavation to be paid by Bid Item No. 1</u>	<u>LF</u>	<u>40</u>	<u>66-</u>	<u>2,640-</u>
5.	<u>Remove and reconstruct 6" of C2-PG-70-10 over 6" of CMB. Unclassified excavation to be paid by Bid Item No. 1</u>	<u>SF</u>	<u>210</u>	<u>36-</u>	<u>7,560-</u>
BID TOTAL		\$ <u>67,941-</u>			
WRITTEN AMOUNT		\$ <u>Sixty seven thousand, nine hundred forty one dollars</u>			

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.

Bidder acknowledges that determination of the lowest Bid will be based on the combined total of the amounts entered below for the Base Bid plus all of the listed Bid Alternate items, and that once the low bid is determined on this basis, the City will be free to select Bid Alternates for inclusion in the Work in any order or combination, or to reject any or all Bid Alternates.

ADDITIVE ALTERNATE NO. 1:


Item No.	Description	Units	Quantity	Unit Cost	Amount
1.	<u>Installation of 2" wide color coding with 1" wide dark borders located directly above control button per the City of Vernon ADA Transition Plan Appendix D: Pedestrian Signals.</u>	<u>EA</u>	<u>8</u>	172.50	1,380-
2.	<u>Provide and install tactile arrow aligned parallel to the crosswalk direction on the sign per the City of Vernon ADA Transition Plan Appendix D: Pedestrian Signals.</u>	<u>EA</u>	<u>8</u>	86.25	690-
3.	<u>Provide and install a voice or tone audible indication of the WALK interval at the pedestrian signal device per the City of Vernon ADA Transition Plan Appendix D: Pedestrian Signals.</u>	<u>EA</u>	<u>8</u>	402.50	3,220-
4.	<u>Provide and install a vibrotactile signal device that is integrated with the pedestrian pushbutton per the City of Vernon ADA Transition Plan Appendix D: Pedestrian Signals.</u>	<u>EA</u>	<u>8</u>	1,063.75	8,510-
5.	<u>Provide a button locator tone per the City of Vernon ADA Transition Plan Appendix D: Pedestrian Signals.</u>	<u>EA</u>	<u>8</u>	862.50 <del>86.25</del>	6,900-
6.	<u>Provide and install a 2" diameter push button and housing per the City of Vernon ADA Transition Plan Appendix D: Pedestrian Signals.</u>	<u>EA</u>	<u>1</u>	1,640-	1,640-
BID TOTAL		\$ 22,340-			
WRITTEN AMOUNT		\$ Twenty two thousand, three hundred forty dollars			



TOTAL BID AMOUNT (Base Bid Sum plus Additive or Deductive Alternate No(s).1)

<u>Ninety thousand, two hundred eighty one</u> (written dollar amount)	Dollars (\$ <u>90,281 -</u> ) (dollar amount)
---	--

Respectfully submitted:

 _____ Signature	<u>1345 Quarry Street, Ste 101 Corona CA 92879</u> _____ Address
<u>President</u> _____ Title	<u>6/3/21</u> _____ Date
<u>720016</u> _____ License Number	<u>3/31/22</u> _____ Date of Expiration

(SEAL - if Bid is by a corporation)

Attest \_\_\_\_\_

Amount of Certified or Cashier's Check or Bid Bond      10%

SureTec Insurance Co

\_\_\_\_\_  
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.

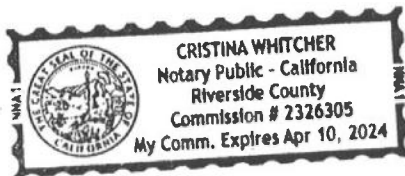
State of California }

County of Riverside }

On 6/3/21 + before me, Cristina Whitcher, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Thomas Nanci  
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: \_\_\_\_\_

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:

TITLE:

Thomas Nanci

President

Joseph Nanci

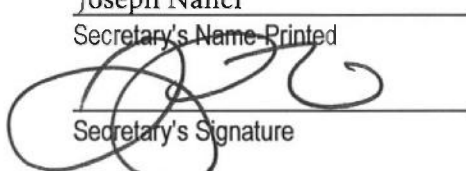
Vice President

The undersigned hereby certifies to the City of Vernon that he/she is the duly elected and acting Secretary of EBS General Engineering, 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 3 day of June, 2021

Joseph Nanci

~~Secretary's Name Printed~~

  
Secretary's Signature

Bond No.: \_\_\_\_\_

Premium Amount: \$ \_\_\_\_\_

Bond's Effective Date: \_\_\_\_\_

BID BOND

RECITALS:

1. The City of Vernon, California ("City"), has issued a Notice Inviting Bids for the Work described as follows:  
Specification No. CS-1349: ADA Improvements at the Intersection of Pacific in Vernon, CA. ("Project").  
Blvd/Vernon Ave. and Santa Fe Ave.
2. In response to the Notice Inviting Bids, EBS General Engineering, Inc. 1345 Curry Street, Ste. 101, Corona, CA 92879 PH: 951-279-6869  
(Name, address, and telephone of Contractor)  
\_\_\_\_\_, ("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

Suretec Insurance Company 3131 Camino Del Rio N. #1450, San Diego, CA 92108 PH: 619-400-4100

(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 Ten Percent of Amount Bid  
Dollars (\$ 10%) ("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 Licensed Agent for Surety is:

Culbertson Insurance Services, Inc. 5500 E. Santa Ana Canyon Road, Ste. 201, Anaheim, CA 92807 PH: 714-921-0530

(Name, address, and telephone)

\_\_\_\_\_. Registered Agent's California Department of Insurance License No. 0644648

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.



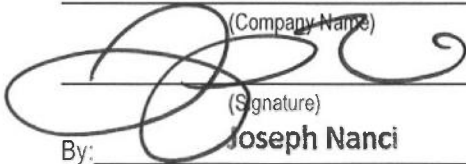
On the date set forth below, Principal and Surety duly executed this Bond, with the name of each party appearing below and signed by its representative(s) under the authority of its governing body.

Date: June 2, 2021

PRINCIPAL:

EBS General Engineering, Inc.

(Company Name)



(Signature)

By: Joseph Nanci

(Name)

Its: Vice President

(Title)

Address for Serving Notices or Other Documents:

1345 Quarry Street, Ste. 101

Corona, CA 92879

CORPORATE SEAL

SURETY:

Suretec Insurance Company

(Company Name)



(Signature)

By: Charles L. Flake

(Name)

Its: Attorney-In-Fact

(Title)

Address for Serving Notices or Other Documents:

3131 Camino Del Rio N., #1450

San Diego, CA 92108

CORPORATE SEAL

- 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 Riverside }

On 6/4/21 + before me, Cristina Whitcher, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Joseph Nanci  
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.

Place Notary Seal and/or Stamp Above

Signature Cristina Whitcher  
Signature of Notary Public

**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: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE 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 6-02-21 before me, Lexie Sherwood, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Charles L. Flake

Name(s) of Signer(s)



Place Notary Seal Above

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 of Notary Public Lexie Sherwood

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another 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: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing: \_\_\_\_\_



## JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Charles L. Flake, David L. Culbertson, Spencer Flake, Heather Willis

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Ten Million and 00/100 Dollars (\$10,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 26th day of May, 2020.

SureTec Insurance Company

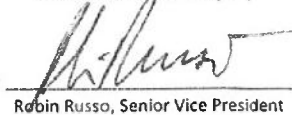
By:

  
Michael C. Keimig, President



Markel Insurance Company

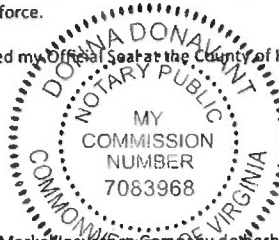
By:

  
Robin Russo, Senior Vice President

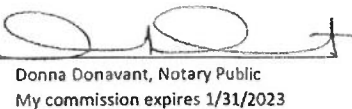
Commonwealth of Virginia  
County of Henrico SS:

On this 26th day of May, 2020 A.D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.



By:

  
Donna Donavant, Notary Public  
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 2nd day of June, 2021.

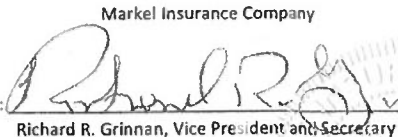
SureTec Insurance Company

By:

  
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:

  
Richard R. Grinnan, Vice President and Secretary

## BIDDER'S STATEMENT OF QUALIFICATIONS

### 1. ORGANIZATION

- 1.1 How many years has your organization been in business as a Contractor? 25
- 1.2 How many years has your organization been in business under its present name? 10
- 1.2.1 Under what other names has your organization operated?  
Elite Bobcat Service, Inc.
- 1.3 If your organization is a corporation, answer the following:
- 1.3.1 Date of incorporation/organization: 1/26/11
- 1.3.2 State of incorporation/organization: CA
- 1.3.3 Corporate ID number: 1744801
- 1.3.4 Name of President: Thomas Nanci
- 1.3.5 Agent for Service of Process: Fernando Leon
- 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.

State of CA - #720016 Class A

---

- 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

State of CA

---

- 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, flatwork, minor pcc, asphalt grind and pave, utility adjustment
- 

- 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.

- 3.3 Have Subcontractors (if applicable) complete the Specialty Contractors' Statements of Qualifications (or Bidder to complete if self-performing).

- 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). **5 year list attached to bid**

- 3.5 On a separate sheet, list the experience and present commitments of the key individuals of your organization. **See attachment bid**

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

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- 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

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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:

SureTec Insurance Co

8.2 Name and address of agent:

Culbertson's Insurance Services

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



Thomas Nanci, President

## BIDDER'S EXPERIENCE FORM

PROJECT NAME: ADA Improvements at the Intersection of Pacific Blvd./Vernon Ave. and Santa Fe Ave.

SPECIFICATION NO. CS-1349

COMPANY NAME: EBS General Engineering, Inc.

\*\*\*Please use additional sheets if necessary

*Additional References attached*

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	1/20/20	3/27/20	\$253,091.05	Annual Sidewalk and Curb Access Ramp Improvements City of La Habra	110 E La Habra Blvd, La Habra, CA 90631	Raquel Garcia	562-383-4160
2	2/28/20	7/23/20	\$696,476.00	Construction of Sidewalk Improvements for Ramona Blvd & Durfee Ave City of El Monte	11333 Valley Blvd, El Monte, CA 91731	Yurhi Choi	626-580-2058
3	8/12/19	2/26/21	\$5,238,400	2018/2019 SB-1 Maintenance and Traffic Improvements City of Riverside	3900 Main Street Riverside CA 92501	Steve Howard	(951) 826-5708

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: Thomsa Nanci

State of California Contractor's License No. 720016

Contractor's License expiration date 3/31/22

## CONTRACTOR SAFETY QUESTIONNAIRE

Company Name: EBS General Engineering, Inc.

Primary Type of Work: General Contractor

Person Completing Form: Thomas Nanci

Title: President Phone Number: 951-279-6869

Date: 6/3/21

### SAFETY PERFORMANCE

1. List your company's Interstate Experience Rating Modifier (ERM)<sup>1</sup> for the three most recent years.

20 <u>20</u>	<u>.90</u>
20 <u>19</u>	<u>1.4</u>
20 <u>18</u>	<u>1.10</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>3</u>	<u>4</u>	<u>10</u>
c. Lost work day incidents	<u>1</u>	<u>3</u>	<u>7</u>
d. Total lost work days	<u>135</u>	<u>78</u>	<u>306</u>
e. Total hours worked	<u>159,113</u>	<u>148,985</u>	<u>149,612</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 Willie Ellis

b. Phone 951-279-6869 exp 116

<sup>1</sup> 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 12/9/20
- 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:
- |  |   |
|--|---|
| <input type="checkbox"/> Accident reports?   | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <input type="checkbox"/> Safety statistics?  | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <input type="checkbox"/> Inspection reports? | <input checked="" type="radio"/> Yes <input type="radio"/> 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):
- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Pre-employment testing | <input type="checkbox"/> Return-to-duty testing           |
| <input checked="" type="checkbox"/> Random testing         | <input type="checkbox"/> Disciplinary process             |
| <input type="checkbox"/> Reasonable cause testing          | <input type="checkbox"/> Alcohol testing                  |
| <input checked="" type="checkbox"/> Post accident testing  | <input type="checkbox"/> National Institute on Drug Abuse |
| <input type="checkbox"/> 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 \*operators are union trained\*

4. ADMINISTRATION AND PROCEDURES

- a. Does your written safety program address administrative procedures? Yes ☒ No  
If yes, check which apply:  

<input type="checkbox"/> Pre project/task planning	<input type="checkbox"/> Emergency procedures
<input type="checkbox"/> Record keeping	<input type="checkbox"/> Audits/inspections
<input type="checkbox"/> Safety committees	<input type="checkbox"/> Accident investigations/reporting
<input type="checkbox"/> HAZCOM	<input type="checkbox"/> Training documentation
<input type="checkbox"/> Substance abuse prevention	<input type="checkbox"/> Hazardous work permits
<input type="checkbox"/> Return-to-work	<input type="checkbox"/> 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?  

<input type="checkbox"/> Total company	<input type="checkbox"/> By superintendent
<input type="checkbox"/> By project	<input type="checkbox"/> By project manager
<input type="checkbox"/> By foreman	<input checked="" type="checkbox"/> 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? 2020

- b. What work practices are addressed by your work rules?

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> CPR/first aid  | <input checked="" type="checkbox"/> Access—entrances/stairs             |
| <input checked="" type="checkbox"/> Barricades, signs, and signals                           | <input checked="" type="checkbox"/> Respiratory protection              |
| <input checked="" type="checkbox"/> Blasting   | <input checked="" type="checkbox"/> Material handling/storage           |
| <input type="checkbox"/> Communications  | <input checked="" type="checkbox"/> Temporary heat                      |
| <input checked="" type="checkbox"/> Compressed air and gases                                 | <input checked="" type="checkbox"/> Vehicle safety                      |
| <input checked="" type="checkbox"/> Concrete work  | <input checked="" type="checkbox"/> Traffic control                     |
| <input type="checkbox"/> Confined-space entry  | <input checked="" type="checkbox"/> Site visitor escorting              |
| <input type="checkbox"/> Cranes/rigging and hoisting   | <input checked="" type="checkbox"/> Public protection                   |
| <input type="checkbox"/> Electrical grounding  | <input type="checkbox"/> Equipment guards and grounding                 |
| <input checked="" type="checkbox"/> Environmental controls and Occupational health           | <input type="checkbox"/> Monitoring equipment                           |
| <input checked="" type="checkbox"/> Emergency procedures                                     | <input checked="" type="checkbox"/> Flammable material handling/storage |
| <input checked="" type="checkbox"/> Fire protection and prevention                           | <input checked="" type="checkbox"/> Site sanitation                     |
| <input checked="" type="checkbox"/> Floor and wall openings                                  | <input checked="" type="checkbox"/> Trenching and excavating            |
| <input checked="" type="checkbox"/> Fall protection  | <input checked="" type="checkbox"/> Lockout/Tagout                      |
| <input checked="" type="checkbox"/> Housekeeping   | <input type="checkbox"/> Energized/pressurized equipment                |
| <input checked="" type="checkbox"/> Ladders and scaffolds                                    | <input checked="" type="checkbox"/> Personal protective equipment       |
| <input checked="" type="checkbox"/> Mechanical equipment/maintenance/pre-op checks/operation | <input checked="" type="checkbox"/> Tools, power and hand               |
| <input type="checkbox"/> Welding and cutting (hot work)                                      | <input type="checkbox"/> Electrical power lines                         |
| <input type="checkbox"/> 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):

N/A

## DESIGNATION OF SUBCONTRACTORS

NAME OF BIDDER: EBS General Engineering, 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
Cross Town Electrical + Data	mike.cwellan @crosstowndata.com	Electrical	Irwindale

License Number	Public Works Contractor Registration Number	Dollar (\$) Value
756309	1000000155	26,685 - <del>21,678</del> 5

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.
3. Did you have any source of subcontractors' bids other than bid depositories? Yes
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:
  - (b) Name of person or group: N/A
  - (c) Job involved (if applicable):
  - (d) Nature of the threats:
  - (e) Additional comments:  
(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 3 day of june, 2021.

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 EBS General Engineering, Inc.

By: 

Title: Thomas Nanci, President

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF Los Angeles )

1. That he/she is the President (Title of office if a corporation, "sole owner," "Partner," or other proper title) of EBS General Engineering, Inc., (hereinafter called "Contractor") who has submitted to the City of Vernon a Bid for the construction of the ADA Improvements at the Intersection of Pacific Blvd./Vernon Ave. and Santa Fe Ave.;
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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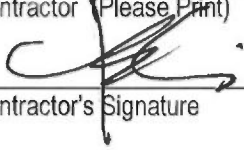
7. That the Contractor did not, directly or indirectly, submit the Contractor's Bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent 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 3 day of June 2021 at Corona, CA  
Month/Year City State

EBS General Engineering, Inc.

Contractor (Please Print)

  
Contractor's Signature

Thomas Nanci, President

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 Riverside }

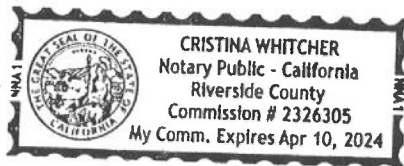
On 6/3/21 <sup>+</sup> before me, Cristina Whitcher, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Thomas Nanci  
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: \_\_\_\_\_

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.

The First Liberty Insurance Company 6/3/2021  
Name of Insurance Company Date  
Tina C. Bell Invensure Insurance Brokers, Inc.  
Insurance Agent's Name (Printed) Insurance Agent's Name  
(signature) [Signature]  
300 Spectrum Center Drive #1170 Irvine CA 92618  
Address City State Zip Code  
949.756.4113 tbell@invensure.com  
Telephone Number Email Address

EBS General Engineering, Inc.

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.

The First Liberty Insurance Corporation

Commercial General Liability

The First Liberty Insurance Corporation

Automobile Liability

The First Liberty Insurance Corporation

Workers' Compensation Liability

City Will Purchase Policy, if required

Builders Risk

n/a

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.

## CERTIFICATE OF EQUAL OPPORTUNITY PRACTICES

City of Vernon  
4305 Santa Fe Avenue  
Vernon, CA 90058  
(323) 583-8811

Website: [www.cityofvernon.org](http://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: EBS General Engineering, Inc.

Business Telephone: 951-279-6869

Address: 1345 Quarry Street, Ste 101

City: Corona State: CA Zip 92879

Contact Person Thomas Nanci E-mail Address bids@ebsgeneral.com  
(optional)

Tax ID Number (or Social Security Number) 33-0634599

Remit Address (if different)  
\_\_\_\_\_

Please state clearly and concisely the type(s) of goods and services your company provides:  
general contractor  
\_\_\_\_\_

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: EBS General Engineering, Inc. Project: ADA Improvements at the Intersection of Pacific Blvd./Vernon Ave. and Santa Fe Ave

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	6	0
Operators	1	0
Masons	12	0
Are any current employees or potential new hires Vernon residents? If so, how many?	None	0

Current Permanent Workforce Utilization (Form AA-3)

Name of Company: EBS General Engineering, Inc.

Project: ADA Improvements at the Intersection of Pacific Blvd./Vernon Ave. and Santa Fe Ave

Completion of this form is OPTIONAL. Any information supplied by vendors is for reporting purposes only and will not be factored into the award of any contract.

Instructions: Please indicate the number of employees in each Job Classification belonging to the following groups.

	White (not of Hispanic origin)	African-American (not of Hispanic origin)	Hispanic	Asian/Pacific Islander	Native American	Armenian	Male	Female
CLASSIFICATION								
Officials/ Managers	2						2	
Professionals								
Technicians								
Office/Clerical	3		3				2	4
Skilled Craft Workers	3		5				8	
Operators (semi-skilled)	2		2				4	
Laborers	6	1	63				70	
Service Workers								
TOTAL	16	1	73				86	4

## Attachment to page 39 &gt; Q 3.4

O=Open C=Closed X=Cancelled	JOB NUMBER	P=Prime S=Sub F=Filed	CUSTOMER	CUSTOMER JOB #	JOB TITLE	TRACT NO. / PROJECT/ FEDERAL NUMBER	CITY	CONTRACT VALUE
C	16000	S	SUKUT		CLINTON KEITH EXTENSION, PHASE 2		MURRIETA	468,892.00
C	16001	R	RJ Noble		Misc Rentals			
C	16002	R	Shawman		Misc Rentals			
C	16003	R	Excel Paving Co.		Misc Rentals			
C	16004	R	HARDY & HARPER		Misc Rentals			
C	16005	R	Mark Company		Misc Rentals			
C	16006	R	CalMex		Misc Rentals			
C	16007	R	PAULUS		Misc Small Jobs			
C	16007A	S	PAULUS		R&R Cross Gutter		Aliso Viejo	4,266.67
C	16008	S	Arizona Pipeline		Build Edison Wall		De Luz	66,152.00
C	16009	S	Paulus Engineering		East Irvine Zone 1 Flow Meter		Irvine	39,647.00
C	16010	S	California Professional Engineering		Aviation Blvd		LACO	120,460.00
C	16011	S	MSL Electric	SEE 15091	HSIP Project 11-01		Hawthorne	69,800.00
C	16012	S	Irvine Company				Irvine	28,156.00
C	16013	S	California Professional Engineering		Traffic Signal Modification		La Mirada	137,580.00
C	16014	S	Irvine Company		Cypress Village, Area 32	Tract 17517, 17514	Irvine	63,715.00
C	16015	P	Huntington Beach, City of		FY 15/16 Curb Access Ramp	CC no. 1529	Huntington Beach	327,200.00
C	16016	P	Beazer Homes		French Valley, Leon & Briggs		French Valley	13,300.00
C	16017	P	Beazer Homes		French Valley concrete	32185-2	French Valley	
C	16018	S	REYES	see 13087	CONST RAMP (OLD JOB 13087)		LONG BEACH	18,600.00
C	16019	S	SD ASPHALT		CONST DRIVEWAY		IRVINE	11,000.00
C	16020	S	RJ NOBLE	91538	GOTHARD STREET REHABILITATION		HUNTINGTON BEACH	146,350.00
C	16021	P	BEAZER HOMES		SALES PARKING LOT		LA QUINTA	17,318.50
C	16021A	P	BEAZER HOMES		SALES PARKING LOT		LA QUINTA	17,318.50
C	16022	P	WEST HOLLYWOOD, CITY OF		CONCRETE REPAIRS - EAST SIDE - PHASE V		WEST HOLLYWOOD	349,000.00
C	16023	P	Beazer Homes		Redhawk		Temecula	409,021.00
C	16024	P	William Lyon		R&R PCC			
C	16025	S	Parkwest Landscape		Nature Park		Chino	312,617.00
C	16026	S	Hardy & Harper		Slover Ave Phase II	14HB0020	Co. San Bernardino	396,792.00
C	16027	P	XEROX		Towne & Bonita Street Improvements		Pomona	83,931.82
C	16028	S	Paulus Engineering		Pipeline Infrastructure		Costa Mesa	8,930.00
C	16029	S	California Professional Engineering		Foothill Blvd Traffic Signal		Co. of LA	113,878.00
C	16030	S	Griffith Company		OC Dana Point Harbor		Dana Point	214,250.00
C	16031	S	PTM General Engineering	#P15-21	07-297204		Lynwood	93,840.00
C	16032	S	Arizona Pipeline	504811	Bandana 12 KV		Palm Desert	29,130.00
C	16033	P	Inland Empire Utilities Agency		Master Contract-Asphalt Repairs		Inland Empire	1.00
C	16034	P	Irvine Company		4 Model Parking Lots		Irvine	14,631.00
C	16035	P	SUKUT		I-5 & Valle Road		San Juan Capistrano	269,969.00
C	16036	S	GCI Construction		SEE JOB # 16064	J2014-12	Yorba Linda	
C	16037	S	R.J. Noble Company	91541	Broadway Rehabilitation		Anaheim	56,330.00
C	16038	S	R.J. Noble Company		La Plama Rehabilitation		Anaheim	30,700.00
C	16039	P	Irvine Company		Stonegate (PA 9B) Area #41	Tract 17324, 17486	Irvine	35,290.00
C	16040	P	Pasadena, City of		Utility Manhole & Valve Adjustment		Pasadena	11,000.00
C	16041	S	Arizona Pipeline	604801	R&R Concrete Items		Irvine	20,006.00
C	16042	S	Shimmick		Fullerton Road Grade Separation		Industry	831,532.00
C	16043	S	SUKUT	1214	WEST SIDE MASS GRADING		Industry	43,192.80
C	16044	S	Portrait Homes		Bloomington II		Fontana	387,128.00
C	16046	S	R.J. NOBLE COMPANY	9157	Rosetta	36624	Lake Elsinore	103,618.00
C	16046	S	Eagle Engineering & Development		Mcfadden Ave Rehab		Santa Ana	29,810.00
C	16047	S	Bens Asphalt					
C	16048	S	ORTIZ ENTERPRISES	189	Ventura County Various Locations	07-2750U4	Ventura	72,110.00
C	16049	S	United Engineering and Constructor			12-0P4604	Huntington Beach	20,400.00
C	16050	S	Shawman		Residential Street Rehabilitation		West Covina	107,688.00
C	16051	S	USS Cal Builders	255	State		Fullerton	446,913.00
C	16052	S	Arizona Pipeline	604803	R&R Misc Concrete @ Night		Orange	44,785.00
C	16053	P	Orange, City of		CDBG ADA Wheelchair Ramp	sp-4943	Orange	213,900.00
C	16054	S	Siema Pacific Electrical	5933	The Preserve at Chino		Chino	26,205.00
C	16055	P	Placentia, City of	2016-34	Pedestrian Accessibility Project Phase IV		Placentia	78,092.00
C	16056	S	Hot Line Construction		R&R Concrete		Anaheim	106,790.00
C	16057	S	American Asphalt South		Annual Slurry Seal		Rancho Santa Margarita	20,400.00
C	16058	S	HSD Construction		R&R Concrete		Corona Del Mar	6,633.00
C	16059	S	Vance Corp.	2015-08	I-210 Logistics Center		Rialto	42,480.00
C	16060	S	Hardy & Harper	20134	Palos verdes Street Rehab		RPV	521,000.00
C	16060A	S	Hardy & Harper	20135	Annual Sidewalk Repair		Rancho Palos verdes	111,515.00
C	16061	S	Hot Line Construction		Anaheim District No. 63		Anaheim	210,000.00
C	16062	S	R.J. Noble Company	91547	Sand Canyon Undercrossing	12-0P4904	Irvine	34,625.00
C	16063	P	Irvine Company		Crystal Cove Asphalt Paving, Area 30		Newport Beach	390,241.25



C	16064	S	GCI Construction		2015 Water Replacement	J2014-12	Yorba Linda	41,080.25
C	16065	S	Arizona Pipeline		Repair Pavers		Newport Beach	6,900.00
C	16066	P	Hot Line Construction		R&R Various Locations		All Over	45,270.00
C	16067	P	Irvine Company		Orchard Hills Corte Bella Area #37		Irvine	18,947.00
C	16068	P	Irvine Company		Cypress Village, Lateral, Area 35		Irvine	99,337.00
C	16069	P	San Marcos, City Of		ADA Curb Ramp Reconstruction	Project No. 88087	San Marcos	290,100.00
C	16070	S	Brightview Landscape		Pine Hurst Park		Chino	490,000.00
C	16071	S	HARDY & HARPER		Victoria Ave Street Paving		Rancho Cucamonga	52,818.00
C	16072	S	HARDY & HARPER	20112	Archibald Ave Pavement Rehab		Rancho Cucamonga	80,136.00
C	16073	S	GCI Construction		Highland Light DI Pipeline		San Clemente	10,902.00
C	16074	S	California Professional Engineering		Tustin Street Traffic Signal		Orange	72,630.00
C	16075	S	Kordich Construction		Water Quality Improvements		Cypress	32,794.00
C	16076	S	R.J. Noble Company	91544	Annual Pavement Overlay		Orange	89,000.00
C	16077	S	Parkwest Landscape		Stoneview Nature Center		Culver City	52,367.00
C	16078A	S	R.J. Noble Company	91542	Fresca Dr & Marlin Cir. Rehabilitation	ST-344	La Palma	73,290.00
C	16078B	S	R.J. Noble Company	91536	Valley View Improvements		La Plama	25,085.00
C	16079	P	LYNWOOD, CITY OF		MTA BUS SHELTER SIDEWALK	4011.68.013	LYNWOOD	30,000.00
C	16080	S	R.J. Noble Company		KATELLA AVE STREET REHAB		Orange	624,850.00
C	16081	S	ENVIRONMENTAL CONSTRUCTION, INC.	279	Yorba Linda High School		Yorba Linda	24,622.00
C	16082	S	Excel Paving Co.		3rd Street Traffic Calming from Birch Street to Spurgeon Street	Project No. 15-6606	Santa Ana	29,310.00
C	16083	S	Shimmick	194	Miramar Clearwell Improvements		San Diego	340,355.00
C	16084	S	R.J. Noble Company	91550	Quadrant G3 Project #G1229		Fountain Valley	214,268.00
C	16085	S	Pavement Coatings	1686017	Temecula Parkway Pavement Rehab		Temecula	4,876.00
C	16086	S	Vance Corp.	2016-01	Adelanto Towne Center		Adelanto	90,040.00
C	16087	S	Arizona Pipeline	604807	Arabia 12 KV		Orange	18,745.00
C	16088	P	Orange, City of		Concrete Street Rehabilitation, FY 15-16	Bid No. 156-39; SP-3956	Orange	574,850.00
C	16089	S	Excel Paving Co.	5361	Coast Highway Surfside Inn Pedestrian Overcross		Orange County	61,970.00
C	16090	S	Brown Construction		March Veterans Village Offsite	1512	Riverside	133,086.00
C	16090A	S	Brown Construction		March Veterans Village Onsite	1511	Riverside	232,600.00
C	16091	P	Planet Home Development		Waterloo aka COVO	72776	Los Angeles	27,437.50
C	16092	P	Los Angeles, County of	RDC 0015763	Pacific Blvd. at California Street	HSIP-5953 (669)	South Gate	166,702.50
C	16093	S	Hardy & Harper - see 16060A	20155	Annual Sidewalk Repair		Rancho Palos Verdes	411,515.00
C	16094	S	Hardy & Harper	20165	Residential Slurry Project	CIP 2016-2	Claremont	172,320.00
C	16095	S	Park West Landscape		Neptune Wetland		Marina Del Rey	97,144.00
C	16096	S	Planet Home Development		Manzanita	P-37777	Los Angeles	52,424.00
C	16097	S	MSL Electric	4433	Valley Blvd Signal		Walnut	23,416.75
C	16098	S	W.M. Lyles Co.	T-1116	CR&R Riv. County Environmental Center		Perris	98,345.00
C	16099	S	Marina Landscape		Construct Concrete	11-263314	El Centro	147,750.00
C	16100	S	California Professional Engineering		Construction on State Highway in Orange County in La Habra and			
C	16101	S	Vance Corp.	2015-06	Whittier at Valley Home Ave	12-0N6804	La Habra	65,000.00
C	16102	S	Lewis Operating		Lewis-Hillwood Const Sidewalk		Rialto	43,750.00
C	16103	S	R.J. Noble Company	91558	Construct Sidewalk	17572	Chino	35,250.00
C	16104	S	Chumo Construction		Local Street Pavement Rehabilitation	16105	San Juan Capistrano	141,509.75
C	16105	S	Irvine Company	Tract 16724	Orange County State Highway Routes 5, 22, 55, & 78	12-0N0704	Orange County	20,340.00
C	16106	S	R.J. Noble Company	91563	ORCHARD HILLS - VISTA SCENA, AREA 39		IRVINE	25,950.00
C	16107	R	GRIFFITH COMPANY		ANNUAL PAVEMENT REHAB	Project 598, Bid 2016-12	BUENA PARK	213,855.00
C	16108	S	Hardy & Harper	20218	MISC RENTALS			
C	16109	S	Arizona Pipeline		Dale Ave Improvements		Anaheim	27,145.00
C	16110	S	Oriz Construction - see job 17067		R&R SIDEWALK		Colton	3,780.00
C	16111	R	Hardy & Harper		Diamond-Bar	97-279444	Diamond-Bar	348,941.00
C	16112	R	Vance Corp.		Patch Crew Rental			
C	16113	S	R.J. Noble Company	91564	MISC RENTALS			
C	16114	P	Calvert Properties		Bastanchury Road Improvements	CIP 008.4.512.7657	Yorba Linda	70,720.00
C	16115	S	Arizona Pipeline		R&R Parking Lot		Corona	
C	16116	S	Brightview Landscape		Construct PCC		Garden Grove	16,752.00
C	16117	S	Sierra Pacific Electrical	6111	Citrus Heights	36390	Riverside County	123,050.00
C	16118	P	City of Huntington Beach		Santa Barbara in Chino Hills		Chino Hills	15,819.00
C	16119	S	Hardy & Harper		Brookhurst Street Frontage Road Improvements	CC1531	Huntington Beach	249,330.00
C	16120	R	Chumo		Street Improvements on Vista Chino	16-01E & B16-02E, CIP 8659 &	Cathedral City	634,315.00
C	16121	R	Precision Cold Planing		Misc. Rentals			
C	16122	S	Cross Town Electric		Misc. Rentals			
C	16123	S	Pierre Landscape		Bicycle Detection System		Pasadena	88,100.00
C	16124	S	Belco - Elecnor		Sky Park	Tract 31503	Jurupa Valley	158,222.00
C	16125	S	Sierra Pacific Electrical	6106	Traffic Signal on Nisqualli Rd		Victorville	79,000.00
C	16126	S	Lewis Management Corp.	50010425	R&R PCC		Ontario	5,810.00
C	16127	P	Santa Ana, City of		The Preserve - Mill Creek Ave.		Chino	66,990.00
C	16128	S	W.M. Lyles	T-1139	Maple Bike Trail Safety Enhancements	16-6854	Santa Ana	
C	16129	P	City of Redlands		Victor Valley Waste Water		Hesperia	318,721.00
C	16130	S	Hardy & Harper	19235	CDBG Alley Paving Improvements	43060	Redlands	132,235.00
					Sludge Dewatering and Odor Control @ Plant 1		Fountain Valley	39,575.00



C	16131	S	MSL Electric		Construct Ramps		MIRA LOMA	4,500.00
C	16132	P	City of Bell Gardens		Suva Street Rehab	STPL 5373(022)	Bell Gardens	242,420.00
C	16133	R	Construct 1		Jurupa Data Center Installation		Jurupa Valley	
C	16134	P	Los Alamitos, City of		Farnham Ave / Kinnmount Street Improvements	CIP 16/17-03	Los Alamitos	55,073.00
C	16135	P	Santa Fe Springs, City of		Artee Ave Sidewalk Construction		Santa Fe Springs	52,638.00
C	16136	P	Los Angeles, City of		On-Call Small Sidewalk Repair Services		Los Angeles	
C	16137	S	Costal Pacific Construction		Liquid Graphics	1492	Santa Ana	13,000.00
C	16138	S	Vance Corp.	2016-12	Newport Road Widening	CIP 15-04	Menifee	349,512.00
C	16139	S	R.J. NOBLE COMPANY		Construct PCC	16747	San Juan Capistrano	58,465.00
C	16140	S	Chumo Construction		Const PCC	12-0M3504	Irvine	263,192.00
C	16141	S	California Professional Engineering		Olive Street Improvements	2372	Westminster	35,000.00
C	16142	S	RJ Noble	91566	Street Rehab FY 2015-16	ST162	Chino	510,750.00
C	16143	S	Irvine Pacific, L.P.		Cypress Village, Jasmine Area 38	Tract 17659	Irvine	64,778.00
C	16144	S	California Professional Engineering		Traffic Signal @ Various Locations		Westminster	63,600.00
C	16145	R	Sully Miller		Various Rentals			
C	16146	P	Rancho Palos Verdes, City of		Del Cerro/Burma Road Entrance to PV Nature Preserve Project		Rancho Palos Verdes	99,470.00
C	16147	S	R.J. Noble Company		Gunnerson Street Rehab	#4530	Lake Elsinore	15,000.00
C	16148	S	Arizona Pipeline		Concrete Repairs		Orange	11,269.00
C	16149	S	Arizona Pipeline		Construct Concrete		Santa Ana	9,080.00
C	16150	S	Irvine Pacific, L.P.		Orchard Hills, Neighborhood 2- Entrata	16725	Irvine	36,075.00
C	16151	S	Irvine Pacific, L.P.		Orchard Hills PA-1, Neighborhood 2, Terrazza	16719	Irvine	32,900.00
C	16152	R	NPG Inc.		waiting on rick for info			
C	16153	S	R.J. Noble Company	9207	OCFA Fire Station No. 20	17761	Irvine	64,992.00
C	16154	S	California Professional Engineering	1707	Rte 210 Various Locations	08-0E5514	Highland	70,400.00
C	16155	S	Southern California Grading	1748	Hoag Health Center		Irvine	34,690.00
C	16156	S	R.J. Noble Company	91577	Euclid & harbor Street Improvements		La Habra	60,600.00
C	16157	S	Excel Paving Co.		MSC Playground Retrofill		Long Beach	27,550.00
C	16158	S	Match	16-034	PARIS 2015 Resurfacing Project	41063	Redlands	151,325.00
C	16159	S	Sully-Miller	10184825	RESIDENTIAL STREET REHAB 14-15 & 15-16	1-R-14 & 1-R-15	La Habra	73,535.00
C	16160	S	Excel Paving Co.	5422	Ensenada Parkette Improvements	30620	Redondo Beach	23,655.00
C	16161	S	L.J. Rotunno		Legacy High School		So. El Monte	62,538.00
C	16162	S	Hot Line Construction	#100309	12KV Line Extension Katella Substation to Central Anaheim		Anaheim	156,000.00
C	16163	P	City of Redlands		Heritage Park Off-Site Improvements	40093	Redlands	843,897.00
C	16164	S	Excel Paving Co.		Bristol Street Improvements	No. 16-20	Costa Mesa	319,325.00
C	16165	S	Sierra Pacific Electrical	#6100	Berkshire Traffic Signal		Chino	13,432.00
C	16166	S	Match Corporation		R & R PCC		Rialto	200,045.00
C	16167	R	Asphalt Construction Inc.		Rentals			
C	16168	S	Veterans Engineering		Pour PCC		Chula Vista	59,318.00
C	17000	R	Arizona Pipeline		MISC RENTALS, SEE CUSTOMER SHEET FOR LETTER			
C	17001	R	CalMex		MISC RENTALS, SEE CUSTOMER SHEET FOR LETTER			
C	17002	R	Construct 1		MISC RENTALS, SEE CUSTOMER SHEET FOR LETTER			
C	17003	R	Excel Paving Co.		MISC RENTALS, SEE CUSTOMER SHEET FOR LETTER			
C	17004	R	Griffith Company		MISC RENTALS, SEE CUSTOMER SHEET FOR LETTER			
C	17006	R	HARDY & HARPER		MISC RENTALS, SEE CUSTOMER SHEET FOR LETTER			
C	17006	R	Hot Line Construction		MISC RENTALS, SEE CUSTOMER SHEET FOR LETTER			
C	17007	R	Mark Company		MISC RENTALS, SEE CUSTOMER SHEET FOR LETTER			
C	17008	R	Match Corporation		MISC RENTALS, SEE CUSTOMER SHEET FOR LETTER			
C	17009	R	PAULUS		MISC RENTALS, SEE CUSTOMER SHEET FOR LETTER			
C	17010	R	R.J. Noble Company		MISC RENTALS, SEE CUSTOMER SHEET FOR LETTER			
C	17011	R	Shawnan		MISC RENTALS, SEE CUSTOMER SHEET FOR LETTER			
C	17012	R	SUKUT		MISC RENTALS, SEE CUSTOMER SHEET FOR LETTER			
C	17013	S	SHAWNAN		CONSTRUCT WALL		CORONA	365,091.35
C	17014	P	Costa Mesa, City of	16-17	East 19th Street Safe Routes to School	SRTSL-5312 (089)	Costa Mesa	1,164,580.00
C	17015	S	R.J. Noble Company	91580	EDINGER AVE REHAB & WARNER AVE REHAB CC-1516	STPL-5181(189)	HUNTINGTON BEACH	301,992.00
C	17016	S	Irvine Community Development Co, LLC		Eastwood PA 5B - Phase 1A		Irvine	5,775.00
X	17017	S	MSL Electric	4465	Graham Street Improvements		Huntington Beach	21,500.00
C	17018	R	Construct 1		MISC RENTALS, SEE CUSTOMER SHEET FOR LETTER			
C	17019	S	Excel Paving Co.		CENTURY BLV IMPROVEMENTS		LOS ANGELES	488,142.00
C	17020	P	Aliso Viejo, City of		FY 2016-17 CDBG Ramps		Aliso Viejo	173,700.00
C	17021	S	Sequel Contractors		Placentia Ave Rehab		Placentia	54,600.00
C	17022	S	Pierre Landscape		Countryside Curb		Ontario	18,262.00
C	17023	P	Irvine Community Development Co, LLC		Eastwood PA 5B Bond Exoneration Area No. 4f	Tract # 17523	Irvine	67,864.00
C	17024	S	Sierra Pacific Electrical		SEE EBS 17144		San Diego	21,648.00
C	17025	S	Chumo Construction		Rte 5 & Rte 14	07-306004	Los Angeles & Santa Clarita	32,250.00
C	17026	S	Sequel Contractors	508	2016-2017 Minor Street Improvements	7451	Riverside	104,400.00
C	17027	S	Shaw & Sons	1900	Beverly Center Renovation		Los Angeles	72,908.00
C	17028	S	Veterans Engineering		Pour PCC		Encintas	38,000.36



C	17029	S	Arconic Fastening Systems				Fullerton	30,830.00
C	17030	S	Close and Company / DCI		Vantage Point - Up Town 4 Offsite		Los Angeles	48,782.25
C	17031	P	Temecula, City of		Citywide Concrete Repairs FY 16-17	PW16-04	Temecula	242,022.00
C	17032	S	Ortiz Enterprises		I-15 / SR-79 South Interchange	PW04-08	Temecula	609,450.00
C	17033	S	Belco	14-0153	Alondra Blvd. at La Mirada Blvd Intersection Improvements	CIP 2014-24	La Mirada	57,820.00
C	17034	S	Irvine Pacific, L.P.		Orchard Hills		Irvine	6,700.00
C	17035	S	Aldridge Electric Inc.	175194	Stauson Ave Traffic Signal		Los Angeles	146,946.00
C	17036	S	Marina Landscape		Gabriella Park		Fontana	113,098.00
C	17037	S	RJ NOBLE COMPANY		Altair 707 & 708 Street Improvements		Irvine	208,010.00
C	17038	S	California Professional Engineering		Village Loop Road Traffic Signal	419-2590-XXXX-50405	Pomona	27,440.00
C	17039	S	Paulus Engineering		Centennial Yard		Santa Ana	94,900.00
C	17040	R	Shawman	280	YTI - Port of Los Angeles			
C	17041	R	Sierra Pacific Electrical		MISC RENTALS			
C	17042	S	Paulus Engineering		Lido Village Water Main	7001-2	Newport Beach	163,800.00
C	17043	S	Sully Miller		MISC RENTALS, SEE CUSTOMER SHEET FOR LETTER			
C	17044	S	R.J. Noble Company	9160	Portola Springs PA-6, Neighborhood 48	Tract # 16814 & 17769	Irvine	87,010.00
C	17045	P	Placentia, City of	2017-01	Concrete Sidewalk Replacement Program - Phase V		Placentia	82,650.00
C	17046	S	Vance	2017-03	Monterey Ave Street Widening	CP 10-254	Rancho Mirage	88,910.00
C	17047	S	Vance	2017-01	5th Street & Greenspot Road Bikeway Improvements	STR 12003	Highland	18,600.00
C	17048	R	JCE Equipment		rental on paving crew		Perris	1,385.00
C	17049	S	VISILJ		ALOMAR AVE SEWER	RCP-2015-11435	Anaheim	19,990.00
C	17050	S	Excel Paving Co.		Falmouth @ 83rd Street & Sidewalk	W.O No. E1908006	Los Angeles	65,850.00
C	17051	S	W.M. Lyles	T-1140	Western Riverside County Regional Wastewater		Riverside	61,243.00
C	17052	S	Excel Paving Co.		Dana point Boat House		DANA POINT	38,701.00
C	17053	S	Belco		Amar Road Traffic Signal Improvements		La Puente	83,300.00
C	17054	S	Shawman		Gilbert Street Improvements		Anaheim	100,373.00
C	17055	S	R.J. Noble Company	91587	Citywide Pavement Rehab, Ph 1		Jurupa Valley	50,700.00
C	17056	S	California Professional Engineering		Florence-Firestone Community Safe Routes to School	RDC0016046	South Gate	333,532.00
C	17057	P	Signal Hill, City of		23rd Street Resurfacing Project	116	Signal Hill	91,285.00
C	17058	S	BECHTEL / Tricom Networks	CLV1261	PCC Repairs - Eastwood Phase 1A, area 45		Irvine	11,147.00
C	17059	R	Nobest		MISC RENTALS, SEE CUSTOMER SHEET FOR LETTER			
C	17060	P	Riverside Parks		Villegas Park Sidewalk	7446	Riverside	125,000.00
C	17061	S	R.J. Noble Company	91594	Annual Pavement Maintenance	SP-3995	Orange	131,000.00
C	17062	P	Orange, City of		Annual Concrete Replacement Project	Bid No. 167-27; SP-3987	Orange	289,400.00
X	17063	S	SUKUT Construction		Const Curb & Gutter	Tract 17563	Rancho Mission Viejo	35,693.00
C	17064	P	Redondo Beach, City of	40790	Palos Verdes Right-Turn Lane @ PCH		Redondo Beach	219,570.00
C	17065	S	Belco		R&R Access Ramp		Pasadena	28,200.00
C	17066	P	Manhattan Beach, City of		3rd Street Improvement	1120-17	Manhattan Beach	172,720.00
C	17067	R	Hardy & Harper		MISC RENTALS, SEE CUSTOMER SHEET FOR LETTER			
C	17067-B	S	Hardy & Harper		Construct Pillaster		Beverly Hills	14,950.00
C	17068	S	Excel Paving Co.	5463	Narbonne Ave Pavement		Lomita	151,594.00
C	17069	S	RJ Noble Company	91601	Residential Roadway Rehab	GT229	Fountain Valley	278,936.00
C	17070	P	Rancho Cucamonga, City of		Sidewalk Improvements for Bus Stops	800-2017-15	Rancho Cucamonga	49,543.00
C	17071	S	Hardy & Harper	20560	Frank Bowerman Landfill		Orange	36,270.00
C	17072	S	Excel Paving Co.		Miraflores Drive Street Improvements		Rancho Palos Verdes	89,641.00
C	17073	S	PTM General Engineering		Washington Blvd & Whittier Blvd Street Lighting Improvements		Whittier	116570
C	17074	S	Irvine Community Development Co, LLC		Crystal Cove - Area #47	919, 16455, 16456, 16482, 16	Irvine	126958
C	17075	S	Aldridge Electric Inc.	185036	Overhead Beacons & Rapid Flashing Beacons	N2M17-42	Alhambra	100,900.00
C	17076	S	Excel Paving Co.	5468	Amar Road Street Rehab		Walnut	38,760.00
C	17077	S	Ortiz Enterprises	199	Guava Street Bridge	02-235; CIP 8323	Murrieta	64,601.00
C	17078	P	Murrieta, City of		Pedestrian Safety Enhancement Project	16-400/16-401	Murrieta	424,779.00
C	17079	S	American Asphalt South	2017-35	Rimrock Road and Other Roads	WO TX1769	Barstow	44,350.00
C	17080	S	Hot Line Construction		Perris Boulevard		Moreno Valley	6,750.00
C	17081	S	Excel Paving Co.		Residential Street Rehab & Storage Lot Improvements	40190 & 20740	Redondo Beach	256,595.00
C	17082	S	Hardy & Harper		Const Curb & Gutter		Grand Terrace	15,125.00
C	17083	P	West Covina, City of		Maintenance Work		West Covina	6,235.00
C	17084	S	William Lyon Homes		Callistoga R&R		Irvine	8,500.00
C	17085	S	Excel Paving Co.	5474	Manhattan Beach Blvd Pavement Resurfacing		Manhattan Beach	120,508.00
C	17086	S	United Engineering and Constructor		Rte 5 San Juan Capistrano and Irvine	12-OH5304	San Juan Capistrano & Irvine	3,200.00
C	17087	S	RJ Noble Company	9243	Los Patrones Parkway Roadway Improvements		Rancho Mission Viejo	444,690.00
C	17088	S	Excel Paving Co.	5478	Island Overlay		Garden Grove	110,472.00
C	17089	P	Riverside, City of	7477	2016/2017 Arterial and Minor Streets Maintenance		Riverside	4,539,000.00
C	17090	S	Paulus Engineering		Const 4" Sidewalk		Costa Mesa	7,493.00
C	17091	S	Close and Company / DCI		Grade & Recompact Pad		San Jacinto	23,000.00
C	17092	S	Hardy & Harper	19674	Redwood Header		Eastvale	34,450.00
C	17093	S	Sierra Pacific Electrical	6231	Ave 42 Traffic Signal Installation	TS1601	Indio	74,500.00
C	17094	S	Belco		Pennsylvania Ave. - Santa Monica College		Santa Monica	259,621.50
C	17095	S	RJ Noble Company	9247	Esencia Drive Street Improvements		Rancho Mission Viejo	29,820.00
C	17096	S	Ace Fence Co		Lawndale Elementary School		Lawndale	39,988.00
C	17097	S	Ortiz Enterprises	192	60/57 Exchange	07-279114	Diamond Bar	318,941.00



C	17098	P	Rancho Palos Verdes, City of		2016-2017 Annual Sidewalk Repair		Rancho Palos Verdes	183,548.00
C	17099	S	Trautwein		State College & 91 FWY			33,600.00
C	17100	P	Planet Home Living		Tract 17921		Costa Mesa	29,711.00
C	17100A	P	Planet Home Living		Tract 17640		Costa Mesa	25,374.00
C	17101	S	Belco		SR 62 & Lear Ave Traffic Signal		Twenty Nine Palms	133,036.00
C	17102	S	PAULUS		Pressure Reducing Station #1	1100000173	Anaheim	27,320.00
C	17103	S	Shimmick	213	Del Mar Bridge Replacement	RDC0012721	San Gabriel	219,362.00
C	17104	P	Palm Springs, City of		Crosswalk Installation	CP 16-13	Palm Springs	399,999.00
C	17105	S	RJ Noble Company	91590	Asphalt Overlay Resurfacing	STPL-5955 (097)	Orange County	23,780.00
C	17106	S	RJ Noble Company	91600	Lambert Road Bikeway Improvement Project		BREA	4,000.00
X	17107	S	RJ Noble Company	91624	Caltrans 12-0M9604	-12-0M9604	Irvine & Newport Beach	163,620.00
C	17108	S	Shawman	297	Local Street Improvements 2017		Hawthorne	158,800.00
C	17109	S	Arizona Pipeline	604820	SCE OMICRON 12KV		Whittier	22,617.00
C	17110	S	Shimmick	191-031	Grandsen Pump Station Ph 2		Moorpark	94,975.70
C	17111	S	Arizona Pipeline	704735	Misc Concrete		Irvine	11,100.00
C	17112	P	Crystal Cove Community Association	B00346	Crystal Cove Area 48		Newport Beach	1,521,383.22
C	17112A	P	Irvine Community Development Co, LLC	4500120964	Crystal Cove (PA 4A & 4B) Pavement Rehab	Tr. # 16482, 16455, 16456, 16605	Newport Beach	703,339.40
C	17113	S	Pavement Recycling Systems	1730021	Casa Linda Drive & Coronado Rehab		Needles	46,816.50
C	17114	S	RJ Noble Company	91612	State College Blvd Rehab		Fullerton	464,721.00
C	17115	S	California Professional Engineering		Pedestrian Crossing on Villa Street		Pasadena	21,610.00
C	17116	S	Arizona Pipeline	704716	Van Brocklin 12KV		Fountain Valley	46,654.00
C	17117	S	Arizona Pipeline		Edison SC Warriors		Westminster	23,192.00
C	17118	S	Irvine Community Development Co, LLC		Orchard Hills - Entrada Area #50		Irvine	46,645.00
C	17119	S	Irvine Community Development Co, LLC		Orchard Hills - Terrazza Area #51		Irvine	42,223.00
C	17120	S	California Professional Engineering	1748	Tyler Ave & Thienes Ave		South El Monte	53,050.00
C	17121	S	Arizona Pipeline	704734	Reset Pavers		Newport Beach	3,388.00
C	17122	S	SUKUT Construction	1246	Moffett Drive & Legacy Road Extension	CIP 70231	Tustin	635,088.00
C	17123	S	Building Collaborative, Inc.		Moreno Valley Gateway Secure Parking		Moreno Valley	405,455.00
C	17124	P	Seal Beach, City of		2017 Annual Concrete Repair	CIP ST1704	Seal Beach	48,450.00
C	17125	S	RJ Noble Company		Corona AC Plant		Corona	
C	17126	S	Arizona Pipeline	704812	Shepherd 12KV		Mission Viejo	9,470.00
C	17127	S	Vance	2017-05	Kitching Street Substation	805 0027	Moreno Valley	60,821.00
C	17128	S	Trautwein Construction	1710	Jackson Street Recycled Water Pipeline Project	#7465	Riverside	16,718.50
C	17129	S	Arizona Pipeline	704810	Sling 12KV		Mission Viejo	8,352.00
C	17130	S	International Line Builders		Wood Streets Phase 2		Riverside	69,891.00
C	17131	S	Arizona Pipeline	704737	MISC C&G		Huntington Beach	2,400.00
C	17132	S	Arizona Pipeline	704134	106 MAIN STREET		Newport Beach	24,030.00
C	17133	S	Hardy & Harper	20685	Pavement Rehab Project 2017-2017		San Marino	261,227.00
C	17134	S	RJ Noble Company	9259	Access Road & Trailer Parking Lot		Rancho Mission Viejo	28,080.00
C	17135	P	City of Riverside	7491	Street Improvements at BNSF Rail Crossings at Chicago Ave		Riverside	334,925.00
C	17136	S	Sequel Contractors	522	South Infrastructure Improvement Re-Bid	MR-011	Monrovia	
C	17137	S	California Professional Engineering	17-3052	Chapman & Collins TS Mod		Orange	62,400.00
C	17138	S	Arizona Pipeline	704743	Marguerite Ave. @ Inlet Dr		Newport Beach	9,019.00
C	17139	S	Alcom Fence Co.	R0404-13	Caltrans 08-1E9714		Palm Desert	11,400.00
C	17140	S	Arizona Pipeline	704744	Slurry Seal		Laguna Woods	7,546.00
C	17141	S	RJ Noble Company	91619	Caltrans 12-0N6004		Brea	1,666,550.00
C	17142	S	RJ Noble Company	91817	Citywide Street Improvements for Var Streets	#17-18	Westminster	146,890.00
C	17143	P	City of Los Angeles		Sidewalk Repair Program	WO E1908275	Mission Hills	64,733.49
C	17144	S	Excel Paving Co.	5522	Paramount Blvd Median Improvements	21272	Pico Rivera	183,040.00
C	17145	S	Irvine Community Development Co, LLC		Eastwood - PA 5B - Phase 2		Irvine	12,980.00
C	17146	S	Calmex	17-714	Caltrans 08-1C0604		Palm Desert	91,895.00
C	17147	S	Vance	2017-06	Yucaipa Blvd Street Improvements	10771	Yucaipa	851,218.50
C	17148	S	Excel Paving Co.	5537	Maxella Ave Sidewalk	WO E1908013	Los Angeles	13,785.00
C	17149	S	Sierra Pacific Electrical	6208	McKenna Pointe		Lake Elsinore	25,500.00
C	17150	S	Arizona Pipeline	704813	SCE Tolar		Irvine	8,184.00
C	17151	S	RJ Noble Company	91622	Capistrano Villas Street Pavement Repair	18101	San Juan Capistrano	389,442.00
C	17152	P	Riverside	7360	Arlington Ave Widening	HSIPL-5058(092)	Riverside	718,858.00
C	17153	S	RJ Noble Company	91623	Park Ave Improvements		Tustin	84,910.00
C	17154	S	Irvine Community Development Co, LLC		DO NOT USE - SEE #17145		Irvine	
C	17155	S	Chumo Construction	301	Rte. 55 Curb Replacement	12-0M5004	Newport Beach	30,937.00
C	17156	S	Trautwein Construction	4740	DO NOT USE - SEE #17148		Riverside	24,611.13
C	17157	S	Mike Pritch and Sons	1052	2017 Sanitary Sewer Facilities Rehabilitation Project	50150	Redondo Beach	7,401.73
C	17158	S	Arizona Pipeline	704742	Bassoon 12kv		Aliso Viejo	22,711.00
C	17159	S	Park West RESCOM	225	Cucamonga Creek Channe		Ontario	19,546.00
C	17160	S	GCI Construction	522	Mission Hospital 750 Zone Service		Mission Viejo	29,628.00
C	17161	S	Sierra Pacific Electrical	6288	Horse Creek Ridge		Fallbrook	24,850.00
C	17162	S	Dream Builders		Construct Curb	08-1E3124	Victorville	28,222.50
C	17163	S	Arizona Pipeline	704752	La Paz Rd		Mission Viejo	4,990.00



C	17164	S	Belco	14-0176	TS Installation		Ontario	16,250.00
C	17165	S	Marina Landscape	117077	RESINION EXCHANGE		CORONA	9,495.00
C	18000	R	Arizona Pipeline Misc. jobs		Misc. Rentals			
C	18001	R	Calmex Engineering		Misc. Rentals			
C	18002	R	Construct 1 Misc. Jobs		Misc. Rentals			
C	18003	R	Excel Paving Co.		Misc. Rentals			
C	18004	R	Griffith Company		Misc. Rentals			
C	18005	R	HARDY & HARPER		Misc. Rentals			
C	18006	R	Hot Line Construction		Misc. Rentals			
C	18007	R	Mark Company		Misc. Rentals			
C	18008	R	Matich Corporation		Misc. Rentals			
C	18009	R	Paulus Engineering		Misc. Rentals			
C	18010	R	R.J. Noble Company		Misc. Rentals			
C	18011	R	Shawman		Misc. Rentals			
C	18012	R	SUKUT Construction		Misc. Rentals			
C	18013	R	Sully-Miller Rentals		Misc. Rentals			
C	18014	R	Sierra Pacific Misc. Jobs		Misc. Rentals			
C	18015	R	Nobest Misc. Jobs		Misc. Rentals			
C	18016	R	Wasden Construction		Rental		Lake Forest	N/A
C	18017	S	Arizona Pipeline	804703	Wyoming 12KV		Fullerton	16,230.50
C	18018	S	MSL Electric	4521	#850 Signal - Carmentita & Cambridge		Santa Fe Springs	77,536.50
C	18019	S	Irvine Community Development Co		Orchard Hills - Vista Scena Area #56	Tract 16726	Irvine	
C	18020	S	Genesis Construction	18-599-108	Post Rd. Hydro Booster Station 1310W		PERRIS	43,345.00
C	18021	S	Ventana Homes		Garden House	Tract 73822	Bellflower	263,040.00
C	18022	S	Boudreau Pipeline	17564	Serrano Summit	Tract 17331	Lake Forest	243,335.50
C	18023	S	Pavement Coatings	1686023	R&R Headwall		Borrego Springs	14,250.00
C	18024	S	Excel Paving Co.	5529	Rose Bowl Lot M Improvements		Pasadena	7,820.00
C	18025	S	Shawman	292	Mission Road Rehab		Alhambra	27,000.00
C	18026	S	Marina Landscape	117101	Knox Ave & Citrus Ave Landscape		Fontana	106,159.50
C	18027	S	Irvine Pacific LP		Eastwood PA 5B - Belvedere Area #59	Tract 17854	Irvine	100,075.00
C	18028	S	Irvine Pacific LP		Eastwood PA 5B - Helena Area #57	Tract 17861	Irvine	58,969.00
C	18029	S	Arizona Pipeline	704155	1701 BAYADERE TERRACE WALL		Newport Beach	80,039.00
C	18030	P	City of Pomona		Transit Improvement Program Ph III	216-68545	Pomona	69,920.00
C	18031	S	TTS Engineering	18122	Mission Viejo MOB		Mission Viejo	10,110.00
X	18032	S	Yakar-General Contractors		Desiderio-Neighborhood Park		Pasadena	398,423.00
C	18033	R	Mike Pritch and Sons		Misc. Rentals		Varies	
C	18034	S	Excel Paving Co.	5545	Pavement Rehab Program		Commerce	33,000.00
C	18035	S	R.J. Noble Company	9283	District 5 - A Street		Irvine	
C	18036	S	R.J. Noble Company	9284	District 1 - West Master Backbone		Irvine	
C	18037	S	Powell Constructors	765	Caltrans 07-300404		Los Angeles	366,000.00
C	18038	S	JMI		Parking Lot 4 at Cypress College		Cypress	185,512.30
C	18039	S	Excel Paving Co.	5553	Street Rehab Project	#13-01	Compton	382,094.50
C	18040	S	USS Cal Builders	288	Moffett Drive Extension Bridge		Tustin	199,398.40
C	18041	S	Arizona Pipeline	804705	Quail Street & Spruce		Newport Beach	6,500.00
C	18042	S	Arizona Pipeline	804702	CSW Tee 12KV		Fullerton	16,845.75
C	18043	P	Anaheim, City of		Alderdales Neighborhood Rehab	W.O. No. 6	Anaheim	499,253.00
C	18044	P	City of West Hollywood		Concrete Repair Program East Side - Ph VII	CIP 1801	West Hollywood	316,300.00
C	18045	S	Park West Rescom	PWR-262	District 4 Artist Walk Master Backbone	TRACT 810	Irvine	525,775.05
O	18046	S	Shawman	307	Westside Roadways, Sewer Dry Utilities and Slope Landscape	IBC-0386	Industry	1,539,614.00
C	18047	S	Arizona Pipeline	704804	Pour Bridge PCC		Irvine	41,140.00
C	18048	S	Ortiz Enterprises Inc	201	Caltrans 07-286604	07-286604	LA County - Various	47,605.00
O	18049	S	Shawman	308	Port of LA - 2018 / 2020 Site Improvements			
C	18050	S	Arizona Pipeline	804706	Agenda 125KV		Costa Mesa	7,928.00
C	18051	S	Arizona Pipeline	804801	Project Greenbay		Huntington Beach	7,280.00
C	18052	S	DOTY BROTHERS		MISC PAVING JOBS		VARIES	
C	18053	S	RJ Noble Company	91629	Turnmont St & Del Amo Blvd Rehab	1547, 1411, 1393	Carson	450,488.00
C	18054	S	Dreambuilder		Caltrans 08-0L7104		San Bernardino County	479,390.00
C	18055	S	Irvine Pacific LP		Stonegate Area #61	Tract 17327	Irvine	14,230.00
C	18056	S	Shawman	309	El Segundo Blvd Mobility Improvements	15-03	Hawthorne	523,350.00
C	18057	S	SUKUT Construction	1268	Lakewood Storm Water Run Off		Lakewood	242,931.00
C	18058	P	Riverside, City of	7523	2017/2018 Arterial & Minor Streets Maintenance - Ph		Riverside	2,376,001.00
C	18059	S	SUKUT Construction	1265	Clinton Keith Rd. - Ph 4		Murrieta	545,949.00
C	18060	S	Rubidoux Community Services Dist.		TANK PAD			
C	18061	P	Riverside, City of	Bid 7529	2016/2017 CDBG ADA Footpath Improvements		Riverside	163,602.00
C	18062	P	Hermosa Beach, City of		ADA Curb Ramp and Sidewalk Repairs on PCI	CIP 16-185 / 16-184	Hermosa Beach	264,000.00
C	18063	P	Riverside, City of	Bid 7525	2017/2018 SB-1 Maintenance & Traffic Impls		Riverside	2,394,435.75
C	18064	P	Santa Ana, City of		Westminster Ave	15-6825 / 18-6902	Santa Ana	1,399,000.00
C	18065	S	Arizona Pipeline	804709	Laurel Hills Cap		Laguna Hills	8,623.00
C	18066	P	Anaheim, City of	563-412-A746-7892	Convention Center Ramp		Anaheim	10,665.00



C	18067	S	Irvine Pacific LP		Eastwood PA 5B - Petaluma Area #63	Tract 17954	Irvine	41,854.55
C	18068	R	Inline Concrete Cutting & Coring		Misc. Rentals			
C	18069	S	Sierra Pacific Electrical	6328	Summerly Pl & Diamond Dr		Lake Elsinore	50,000.00
C	18070	S	Hardy & Harper	21017	Santa Ana Station Refurbishment Project	M17-002A	Costa Mesa	9,225.00
C	18071	S	Hardy & Harper	20773	Second Lower Feeder PCCP Rehabilitation		Long Beach	13,450.00
C	18072	S	RJ Noble Company	91637	Avenida Empressa Pavement Rehabilitation		Rancho Santa Margarita	9,375.00
C	18073	P	New Home Company		AC Repairs		Newport Beach	133,353.99
C	18074	S	Excel Paving Co.	5572	Ontario Municipal Services Center Pavement Rehab Project	UT1003	Ontario	416,475.00
C	18075	S	RJ Noble Company	9293	Rancho Los Cerrillos Asphalt Driveway		Long Beach	18,600.00
C	18076	S	RJ Noble Company	9289	Cow Camp Rd 1C Gap Street & SMWD Improvements	035C-1209	Rancho Mission Viejo	67,230.00
C	18077	S	Irvine Pacific LP		Portola Springs Rd PA 6 NH 5A - Area #65	Tract 17964	Irvine	19,532.00
C	18078	S	RJ Noble Company	32	Annual Pavement Maintenance Project at Various Location:	#SP-4045	Orange	
C	18079	S	GCI Construction	540	Sewer Lift Station Improvement Project		Norco	40,070.75
C	18080	S	RJ Noble Company	91640	Rancho California Rd. Pavement Rehabilitation Program	PW17-26	Temecula	36,000.00
C	18081	S	RJ Noble Company	91648	Bel Air Neighborhood W-3 WO #7 Rehabilitation		Anaheim	78,904.50
C	18082	S	Arizona Pipeline	804718	SCE Outrigger		Huntington Beach	10,160.00
C	18083	S	Matich Corporation	18-026	Paris 2017 Resurfacing Project	41501	Redlands	159,231.00
C	18084	S	Veterans Engineering, Inc.		EnCorr Bridge Improvements		Ontario	35,655.00
C	18085	P	Compton, City of		Citywide Pothole Repair Services Project			640,000.00
C	18086	S	JF Shea	617	San Manuel Foothill Pipeline Relocation		Highland	63,626.50
C	18087	S	RJ Noble Company	91659	Irvine Ave Pavement Rehab Project	8515-2	Newport Beach	424,750.00
C	18088	S	RJ Noble Company	91644	Caltrans 08-1F9404		Riverside County	596,770.00
C	18089	S	RJ Noble Company	91650	Caltrans 12-0N6504		Irvine	
C	18090	S	Hardy & Harper	20995	WC Small Mains		Rialto	91,900.00
C	18091	P	Riverside, City of	Bid 7541	2017/2018 RTA Bus Pad Improvements		Riverside	987,900.00
C	18092	S	TRAXX Construction	18-505	156 St. Elementary School		Gardena	10,799.64
C	18093	S	Irvine Pacific LP		Portola Springs Rd PA 6 NH 3 - Area #64	Tract 17835, 17832	Irvine	50,291.25
C	18094	S	W.M. Lyles	55,1149	Palm Springs WWTP Upgrades	CP 15-14	Palm Springs	61,257.95
O	18095	P	Hermosa Beach, City of		PCH Improvements at Aviation Blvd and Pier Ave	CIP 12-160	Hermosa Beach	370,980.00
C	18096	S	RJ Noble Company	91657	Anaheim Island Arterials Grind & Overlay and PCC Repairs	#C017031	Anaheim	105,825.00
C	18097	S	TRAXX Construction	18-108	AC Repair Berth 54 - POLA		San Pedro	25,017.75
C	18098	S	Pacific Hydrotech	1809	Huntington Beach Well 1		Huntington Beach	45,132.00
C	18099	S	RJ Noble Company	91660	2018 Pavement Rehab & Alley Reconstructor		Ontario	1,023,910.00
C	18100	S	RJ Noble Company	91646	McKinley St. Reconstruction Project	#C6-0079	Home Gardens	137,280.00
C	18101	S	RJ Noble Company	91645	FY 2017-18 Annual Street Rehabilitation		Villa Park	13,000.00
C	18102	S	Vance Corp	2018-03	Dinah Shore Pavement Rehab	CIP 17-335	Rancho Mirage	32,790.00
C	18103	S	Copp Contracting		Pomona Ave Pavement Rehab	#18-03	Costa Mesa	130,694.50
C	18104	S	RJ Noble Company	91661	Jefferson Ave & Murrieta Hot Springs Rd Rehab	18-416	Murrieta	47,500.00
C	18105	S	Paulus Engineering	1111	SMWD Zone C RW		Mission Viejo	6,400.00
X	18106	S	Ortiz Enterprises Inc		Caltrans 12-0C9904		Santa Ana & Anaheim	122,525.00
C	18107	S	Matich Corporation	18-037	Pavement Rehab at 10 Locations	13194	San Bernardino	590,050.00
C	18108	S	RJ Noble Company	91662	Major Street Maintenance FY 2018	28301	San Clemente	104,595.00
C	18109	P	Riverside, City of	7558	Selkirk Ave Street Improvements		Riverside	230,225.00
C	18110	P	Riverside, City of	7564	2017/2018 CDBG ADA Footpath and Street Improvements		Riverside	663,070.00
C	18111	S	Chumo Construction	305	Caltrans 07-312304		LA County - Various	124,810.00
C	18112	S	Excel Paving Co.	5620	Downtown LA Layover Site Improvements		Los Angeles	46,545.75
C	18113	S	Hardy & Harper	20910	Brickmore Ave Street Improvements		Chino	79,526.00
C	18114	S	Matich Corporation	18-028	2018 Pavement Rehab	18-01	Palm Springs	
C	18115	S	RJ Noble Company	91668	Annual Street Rehab and Slurry Sea	CIP 311901	Irvine	338,800.00
C	18116	S	Crosstown Electrical	4068	Vision Zero - Phase 2C	ECM0019D & ECM0031D	Los Angeles	457,000.00
C	18117	S	California Professional Engineering, Inc	18140	Pacific Electric Trail at Maple Ave		Fontana	15,000.00
C	18118	S	B&D Construction Co. Inc	822	Scattergood Unit 3 Demo		Playa Del Rey	28,960.00
C	18119	S	Hot Line Construction		Locust 12KV		Torrance	106,792.00
C	18120	S	Crosstown Electrical	3368	Caltrans 07-308604		South Gate	18,300.00
C	18121	S	Stice Company	217032	Furnish & Install Redwood		Irvine	14,175.00
C	18122	S	Vance Corp	2018-04	Victoria Ave Pavement Rehab	STR 17002	Highland	17,580.00
C	18123	S	Belco	140304	Traffic Signal at Palm Drive and Camino Aventura	2018-08	Desert Hot Springs	127,030.00
C	18124	P	Meritage Homes				Costa Mesa	
X	18125	S	TRAXX Construction		City Services Building	SP2250	Santa Monica	7,350.00
C	18126	S	SUKUT Construction	1242	Heacock Channel Driveway		Moreno Valley	97,675.00
C	18127	P	Newport Beach, City of	7442-1	Street Pavement Repair Program		Newport Beach	422,630.00
C	18128	S	Pierre Landscape	22677	Downey Courthouse Retaining Wal	FM-005	Downey	74,561.50
C	18129	S	RJ Noble Company	9320	Citrus Ave and Curtis Ave Improvements		Fontana	115,520.92
C	18130	S	Hardy & Harper	21168	Baker Elementary School		El Monte	37,040.00
C	18131	S	Aldridge Electric	195161	Interstate 5 Arterial Improvement Project	1427	Burbank	59,110.00
C	18132	S	Aldridge Electric	195162	SR-134 Arterial Improvements Ph 2	1428	Burbank	140,275.00
C	18133	P	Manhattan Beach, City of	1184-19	Marine Ave Improvement Project		Manhattan Beach	1,294,521.00
C	18134	S	Autobahn Construction, Inc		Caltrans 08-1E4604		Hemet	1,741,100.00
C	18135	S	RJ Noble Company	9321	D5 Master Backbone Street Improvements		Irvine	631,730.00
C	18136	S	RJ Noble Company	91671	Antonio Pkwy. North & Ladera Ranch Locals Grind & Overlay	ER20550	Ladera Ranch	21,600.00



C	18137	S	RJ Noble Company	91673	Street Rehab Project - Zones 2 & 5	18-16	Costa Mesa	270,910.00
C	18138	P	Redondo Beach, City of	40810	PCH at Torrance Blvd NB Right Turn Lane Project		Redondo Beach	555,705.00
C	18139	S	Paulus Engineering	1113	Rockfield Zone 4 to 3 Valve		Irvine	8,320.00
C	18140	S	Hambright		Concrete Pad @ Cal State Long Beach		Long Beach	
C	18141	S	T.E. Roberts	5724	Katella Ave Water Main Replacement		Anaheim	779,500.00
C	18142	S	Hardy & Harper	20876	MWD LA-30 Connection		Los Angeles	110,050.00
C	18143	S	Hardy & Harper	21269	Lower Acacia Reservoir (1D)		Fullerton	
C	18144	S	MSL Electric	4543	Traffic Signal at Moulton Pkwy & Gordon Rd		Laguna Hills	26,910.00
C	18145	S	Hot Line Construction	100248	Canyon Crest Cable Replacement Section 1F		Riverside	37,177.00
C	18146	S	Excel Paving Co.	5614	Frazier Street Pedestrian & Bicycle Safety Improvements	CIP-027	Baldwin Park	225,312.50
C	18147	R	ONYX		Misc Jobs			
C	18148	S	EBS Utilities Adjusting, Inc. / VSS Int'l	185137	Paving 2018-2019		Apple Valley	51,000.00
C	18149	S	Bender Optometric Group		40642 DI Tustin		Tustin	56,358.96
C	18150	S	Pacific Hydrotech	C1831	West Haven Reservoirs Rehab		Garden Grove	24,650.00
C	18151	S	Hardy & Harper	21284	Reservoir No. 2 and Pump Station Rehab / Walnut Street Storm Drain Pump Station	WU846 & DF996	Fountain Valley	602,160.00
C	19000	R	Arizona Pipeline Misc. jobs		Misc. Rentals			
C	19001	R	Calmex Engineering		Misc. Rentals			
C	19002	R	Construct 1 Misc. Jobs		Misc. Rentals			
C	19003	R	Excel Paving Co.		Misc. Rentals			
C	19004	R	Griffith Company		Misc. Rentals			
C	19005	R	HARDY & HARPER		Misc. Rentals			
C	19006	R	Hot Line Construction		Misc. Rentals			
C	19007	R	Mark Company		Misc. Rentals			
C	19008	R	Matich Corporation		Misc. Rentals			
C	19009	R	Paulus Engineering		Misc. Rentals			
C	19010	R	R.J. Noble Company		Misc. Rentals			
C	19011	R	Shawman		Misc. Rentals			
C	19012	R	SUKUT Construction		Misc. Rentals			
C	19013	R	Sully-Miller Rentals		Misc. Rentals			
C	19014	R	Sierra Pacific Misc. Jobs		Misc. Rentals			
C	19015	R	Nobest Misc. Jobs		Misc. Rentals			
C	19016	R	Wasden Construction		Misc. Rentals			
C	19017	S	Park West Rescom	PWR286	D1 West - Day 1 - Landscape Impts		Irvine	80,172.25
C	19018	S	Excel Paving Co.	5618	Rialto Metrolink Parking Lot Expansion Project, Ph 2	170808	Rialto	99,930.00
C	19019	S	Marina Landscape	118101	Tustin Legacy Linear Park Segment 3 & 4		Tustin	706,340.40
C	19020	S	JF Shea	595	GRIP-AWTF Project		Pico Rivera	1,582,102.00
O	19021	S	Woodside Homes		Menifee "Silvertrail" Tract	Tract 36788	Menifee	415,866.00
C	19022	S	PTM General Engineering	P18-35	HAWK Pedestrian Signals on Dinah Shore Dr	B17-06E	Cathedral City	80,825.00
C	19023	P	Manhattan Beach, City of		The Strand Resurfacing Project		Manhattan Beach	159,800.00
C	19024	P	Santa Ana, City of		Omnibus Concrete Repair Project	16-6864 & 18-6864	Santa Ana	141,240.00
O	19025	S	Walsh Construction	218132	OC Streetcar Construction Project	IFB 7-1904	Santa Ana	1,294,109.28
C	19026	S	California Professional Engineering	1901	Signal Installation Project at Talbert and Mt. Washington		Fountain Valley	147,830.00
C	19027	S	California Professional Engineering	1903	Olive Ave Corridor Lighted Crosswalk	CP1879	Porterville	118,600.00
C	19028	S	Excel Paving Co.	5623	San Fernando Road Street Improvements		San Fernando	54,390.00
C	19029	S	Comet Electric	18-156	Traffic Signal at Washington Blvd & Cattaraugus Ave		Culver City	87,500.00
C	19030	S	Marina Landscape	119002	Median Landscape Improvements for La Mirada / Rosecrans		La Mirada	373,407.50
C	19031	S	SUKUT Construction	1292	West Fontana Channel		Fontana	731,490.00
C	19032	P	Meritage Homes	25705209950	Tesoro	Tract 34794	Riverside	219,959.10
C	19033	S	Ace Fence	11563	Lone Pine Canyon Rd Guardrail Replacement	WO H14884	Wrightwood	59,318.75
O	19034	P	Anaheim, City of		Master Agreement for Concrete Repair, Construction, Assessment & Immediate Response Services		Anaheim	N/A
C	19035	S	Pascal & Ludwig	3194	Dyer Road Well Field Surge Tanks	05473 & 06165	Santa Ana	18,646.50
C	19036	S	Hardy & Harper	21377	Area 4 Pavement Resurfacing Project		Walnut	126,910.00
C	19037	S	Williams Pipeline Contractors, Inc.		El Rancho Vista Area Infrastructure Improvements	53012	Fullerton	139,930.00
C	19038	S	Meritage Homes	65097832	SAGE		Rancho Mission Viejo	84,910.00
C	19039	S	Traxx Construction	19-500	KRS 055 - Kaiser Woodland Hills		Woodland Hills	255,695.00
O	19040	S	Flatiron West	3208	Redlands Passenger Rail Project	17-1001705	San Bernardino & Redlands	3,563,345.02
C	19041	S	Ornyx Paving Co.	18-115	Desert View Ave Street Improvements		Desert Hot Springs	69,750.00
C	19042	S	Reyes Construction		Laguna Niguel to San Juan Cap. Passing Siding Project	IFB 7-2018	Laguna Niguel	323,762.00
C	19043	S	Alfaro Communications Constructor		Tustin Street and Meats Ave Intersection Right-Turn Lane		Orange	50,692.00
C	19044	P	Compton, City of		2019 Citywide Pothole Repair Services		Compton	960,000.00
C	19045	S	W.M. Lyles	55,1145	Wastewater Reclamation Facility Project		Yucca Valley	205,214.60
C	19046	S	R.J. Noble Company	91677	Lincoln Ave Resurfacing	2018-19	Orange	22,440.00
C	19047	S	Izurieta Fence		Caltrans 07-4T9504		Los Angeles	78,630.00
C	19048	P	Fountain Valley, City of	GF403	Allen Park Walkway Improvements		Fountain Valley	47,640.00
C	19049	P	Temecula, City of	PW18-07	Citywide Concrete Repairs FY	17-18	Temecula	301,290.00



C	19050	S	TE Roberts	5818	Vine Street, Drifwood Pl and Half Moon Court Waterline		Norco	
C	19051	S	Sturgeon Electric California, LLC	7750058	Santa Rosa Rd / Hill Canyon Intersection & Agoura Rd / Village Glen Ave Left-Turn Lane Signal Upgrade	CI 5423 & CI 5354	Thousand Oaks	35,470.00
C	19052	P	Lake Forest, City of		Street Sidewalk Rehab & Replacement	PW2018-10	Lake Forest	67,535.00
C	19053	S	Meritage Homes		R&R - Misc Conc		Huntington Beach	
C	19054	S	Marina Landscape	118111	Library		Camarillo	16,094.00
X	19055	S	Meritage Homes		Corte Bella	Tract 71897	Bellflower	
C	19056	S	Excel Paving Co.	5646	FY 18/19 SNAP Parking Lot & Beach Parking Lot	SP2477	Santa Monica	123,809.00
C	19057	S	R.J. Noble Company	91683	Macarthur Blvd and University Dr Pavement Rehab	C-7183-2	Newport Beach	185,750.00
C	19058	S	EBS Concrete	1909	The Avalon Apartment Complex		Tustin	100,550.00
C	19059	S	Excel Paving Co.	5641	Laurel Ave Street Improvements		Glendora	69,278.50
C	19060	S	R.J. Noble Company	91680	Albertoni Street Rehabilitation Project	1603	Carson	339,426.00
C	19061	S	R.J. Noble Company	91686	Imperial Highway at Big Sky Rehab		Anaheim	13,712.00
C	19062	S	Izurieta Fence		Phase 3 Fencing Improvements		Azusa	37,025.00
C	19063	P	Santa Ana, City of		Residential Street Repair Program & Alley Improvement FY 17/18	18-7526,18-7527,18-6910	Santa Ana	874,300.00
C	19064	S	Paulus Engineering	19530	Acacia Hill Sewer Repair		Yorba Linda	2,880.00
C	19065	S	Rubidoux Community Services Dist.	9150	GAC Slab at Well #4		Rubidoux	17,530.00
C	19066	S	R.J. Noble Company	91687	Caltrans 12-0R2804		La Mirada / La Habra	8,775.00
C	19067	S	Excel Paving Co.		Asphalt Repairs East of Newland	JOC 2018-19	Midway City	22,610.00
C	19068	S	Southern Contracting Co	80376-576	Pole Relocation Project Ph 3	RPU 7543	Riverside	23,090.00
C	19069	S	TE Roberts	5523	Emergency Sewer & Water Repair Services		Santa Ana	26,634.00
C	19070	S	RP Vittov Construction Corp.		Asphalt Patch Back		Signal Hill	7,320.00
C	19071	S	J.F. Shea		Baltimore Drive Pavement		La Mesa	3,331.00
C	19072	S	Meritage Homes		Orchard Square - Asphalt T&M		Chino	
C	19073	S	PTM Engineering	18-42	Trails to Trails Corridor Lighted Crosswalks	CIP-1880	Porterville	44,825.00
C	19074	S	United Engineering & Constructor		North Spring St. Viaduct Widening & Rehab - Ph 2	STPL-5006(563)	Los Angeles	169,638.50
C	19075	S	Belco		SEE JOB #19219		Huntington Beach	
C	19076	S	OHL		Caltrans 12-0C8904		Santa Ana / Anaheim	114,915.00
C	19077	P	Riverside, City of	7641	2018/2019 SB-1 Maintenance & Traffic Impts	7641	Riverside	5,238,400.00
C	19078	P	San Clemente, City of		Street Rehab for Ave. Navarro, Calle Los Molinos, Calle de Industrias	16352 & 16353	San Clemente	1,062,210.50
X	19079	S	Yakar General Contractors		Harbor Blvd-Median Improvements		Costa Mesa	33,611.00
C	19080	S	Meritage Homes		Misc. Paving		Winnetka	
X	19081	C	California Professional Engineering	1986	Caltrans Minor 07A4732		Palmdale	84,574.50
C	19082	S	TE Roberts	5803	La Quinta Irrigation Distribution Improvements		La Quinta	8,750.00
C	19083	S	Kana Pipeline	1915			Chino	16,857.15
C	19084	S	Paulus Engineering	1129	WRF-3 Sewer Force Main Improvements	2017-20	Corona	94,423.00
C	19085	S	Sequel	545	Painter Ave Street Improvements		Santa Fe Springs	28,800.00
C	19086	S	Chumo	310	Caltrans 07-310704		Los Angeles	459,270.00
C	19087	S	Meritage Homes		Portofino		San Diego	29,874.50
C	19088	S	Belco	14-0380	Street Lighting for Terra Vista Parkway		Rancho Cucamonga	22,027.50
C	19089	S	Shawman	315	Atlantic Blvd Corridor Improvement Project	JTS-3419	Commerce	T&M
C	19090	S	Traxx Construction		Goldenwest College		Huntington Beach	T&M
C	19091	R	Ben's Asphalt		Misc Rentals			
C	19092	R	All American Asphalt		Misc Rentals			
C	19093	S	Meritage Homes		Misc			
C	19094	R	Pavement Recycling Systems, Inc.		Misc Rentals			
C	19100	S	Hardy & Harper Inc	21601	53rd, 54th, 55th, 57th & Hampton Street Improvements		Vernon	93,152.20
C	19101	S	RAM Construction	2019-027	100 Bayview ADA		Newport Beach	43,061.00
O	19102	S	Kiewit Infrastructure West Co.	1036-104027	Perris II Desalination Facility Project	413511	Menifee	510,721.00
C	19103	S	Sturgeon Electric California, LLC	7750091	Jurupa Ave at Live Oak Ave TS	SB-80-DE-19	Fontana	77,578.75
C	19104	S	R.J. Noble Company	91700	Alton Ave Rehab & Drainage Repair at D-03		Santa Ana	95,720.00
C	19105	S	R.J. Noble Company	91706	Street & Alley Pavement Repair	7680-1	Newport Beach	174,845.00
O	19106	S	Excel	5685	FY 19/20 Street & Alley Improvements		Beverly Hills	699,950.00
C	19107	S	Matich	18-045	Pavement Rehab of Victoria Ave, Citrus Ave, Neighboring Streets		San Bernardino	165,063.36
C	19108	S	Marina	119112	Malibu Hills Rd Stormwater Enhancements		Calabasas	7,165.00
C	19109	S	Marina	119091	Caltrans 07-304104		Bellflower	97,230.00
C	19110	S	Pascal & Ludwig	3198	East Compton Reservoir & Booster Pump Station		Compton	40,242.00
C	19111	S	EBS Concrete	1932	Village Mobile Home Park		San Luis Obispo	123,420.70
C	19112	S	Chumo Construction	311	Caltrans 07-301904		Various	553,320.00
C	19113	P	La Habra, City of		Annual Sidewalk & Curb Access Ramp Impts FY 18-19	1-R-19	La Habra	253,091.05
C	19114	S	W.M. Lyles	55.1150	San Jose Creek Water Reclamation Plant Ph I		Whittier	36,584.80
C	19115	S	T.E. Roberts	5929	Annual Pipeline Renewal Project	W-0691	Orange	31,565.00
C	19200	S	R.J. Noble Company	91694	2019-20 Annual Pavement Rehabilitation	614	Buena Park	125,160.00
C	19201	S	Alfaro Communications Constructor		Chapman Ave at Tustin St Right Turn Lane Improvements	Bid No. 189-34, SP-3932	Orange	45,304.50
C	19202	S	Alfaro Communications Constructor		08-1H1404		Moreno Valley	58,281.96
C	19203	S	Pierre Landscape		Terramor Park PA-17		Corona	266,674.75
C	19204	S	Select Electric	3456	Woodruff Ave Traffic Signal Upgrades		Downey	120,522.00



C	19205	S	Paulus Engineering	1131	Sixth Street & Yorba Street Waterline Replacement & Pavement Rehab	2018-15	Corona	36,588.00
C	19206	S	R.J. Noble Company	91701	Alicia Parkway Rehab Project		Aliso Viejo	26,350.00
O	19207	S	Pacific Hydrotech Corp	C1916	Water Reclamation Plant Ph IV Expansion		Corona	15,577.00
C	19208	S	ATP General Engineering	19-12	McSweeney Farms - Phase 1 Punchlist	5697	Hemet	34,500.00
C	19209	S	Ferreira Construction	5163	I-15 Freeway Express Lanes		Corona	139,170.00
C	19210	S	Ohno Construction	680	David Starr Jordan High School Playground Replacemen		Los Angeles	317,173.50
X	19211	S	Rockforce Construction		San Lorenzo Sewage Lift Station	06-3540	Santa Ana	84,433.00
C	19212	S	Kingmen Construction	810	Reservoir 3A Nitrate Treatment Plant		Rancho Cucamonga	96,750.00
C	19213	S	Dynalectric	318067	Protected Bike Lane Main & Vision Zero Ph 2A		Los Angeles	47,680.63
C	19214	S	Gwinco	19-104	South Archibald Ave Plume Raw Water Pipeline Ph I		Ontario	125,352.00
C	19215	S	Ferreira Construction	5277	ITS Deployment Phase 1B		Moreno Valley	157,200.00
C	19216	S	Hot Line Construction		HMPE Cable at Merlin and Percival		Riverside	31,834.00
C	19217	S	RJ Noble	91711	La Habra Blvd Rehab Project		La Habra	281,754.00
C	19218	S	RJ Noble	91705	Santa Ana Ave & University Dr Rehab	ER18021A	Costa Mesa	170,363.50
C	19219	S	Belco	14-0370	Traffic Signal Mod at Gothard St & Center Ave	CC 1489	Huntington Beach	65,930.00
C	19220	S	Aldridge Electric	300015	Signal & Striping Plan G Street at San Manuel Stadium		San Bernardino	12,450.00
C	19300	S	Marina	119070	Various Schools		Fontana	56,460.00
C	19301	S	Troesh Residence		1520 Kings Rd		Newport Beach	
C	19400	S	Chumo	301	Caltrans 12-0M5004		Newport Beach	T&M
C	19401	S	Mike Pflsch & Sons	1131	FY 17/18 Annual Wastewater Main Replacemen	SP2483	Santa Monica	T&M
C	19402	S	Alcorn Fence	L3875	Caltrans 07-1XN904		Glendale	T&M
X	19403	S	Alcorn Fence	L3888	Caltrans 07-1XP004		Sylmar	T&M
C	20000	R	Arizona Pipeline		Misc. Rentals			
C	20001	R	Calmex Engineering		Misc. Rentals			
C	20002	R	Union Paving		Misc. Rentals			
C	20003	R	Excel Paving Company		Misc. Rentals			
C	20004	R	Griffith Company		Misc. Rentals			
C	20005	R	Hardy & Harper		Misc. Rentals			
C	20006	R	Hot Line Construction		Misc. Rentals			
C	20007	R	Mark Company		Misc. Rentals			
C	20008	R	Matich Corporation		Misc. Rentals			
C	20009	R	Paulus Engineering		Misc. Rentals			
C	20010	R	R.J. Noble Company		Misc. Rentals			
C	20011	R	Shawman		Misc. Rentals			
C	20012	R	Sukut		Misc. Rentals			
C	20013	R	Sully-Miller		Misc. Rentals			
C	20014	R	Sierra Pacific Electric		Misc. Rentals			
C	20015	R	Nobest		Misc. Rentals			
C	20016	R	All American Asphalt		Misc. Rentals			
C	20017	R	TE Roberts		Misc. Rentals			
C	20018	R	Hillcrest		Misc. Rentals			
X	20400	R	B&M Contractors		UCR North District Ph I	1906905	Riverside	Rental
O	20101	S	Pacific Hydrotech Corp	1921	The Cove Booster Pump Station	Tract 30036	San Jacinto	30,163.00
C	20102	S	Marina Landscape, Inc.	119123	Tustin Legacy - Valencia Ave & Tustin Ranch Rd Parkway & Median Landscaping Improvements	CIP 70247	Tustin	217,177.00
O	20103	S	Ortiz Enterprises	219	Caltrans 12-0K0214		OC	1,053,970.00
C	20104	S	JF Shea	J13633	Long Beach Water Reclamation Plant Power Distribution System Modifications	WO #1682980	Long Beach	18,563.35
C	20105	S	Matich	19-047	San Manuel East Reservation Infrastructure		Highland	96,256.16
C	20106	S	Anaheim, City of		125 W. Center Promenade Exit Closure / Panel Replacemen	WO #01PWCS	Anaheim	329,174.46
C	20107	S	Schuler Constructors		Keith 1220-Zone Portable Water Tank		Corona	54,132.00
C	20108	S	Excel Paving	5715	Monrovia Renewal Northeast Section Infrastructure Improvemen	MR-013	Monrovia	1,135,198.00
C	20108-A	S	TE Roberts, Inc	5928	2019 Water Main Replacement CIP Project	670	Irwindale	6,325.45
X	20109	C	C.W. Hester General		Disneyland Hotel		Anaheim	48,853.00
C	20110	S	Bell, City of		Misc. Repairs - Grind & Domes		Bell	2,280.00
O	20111	S	Chumo	312	Caltrans 12-0N6604		Laguna Beach	40,860.00
C	20112	S	Excel Paving	5725	UCI Interdisciplinary Science & Engineering Building		Irvine	47,762.50
C	20113	S	Griffith Company	10740	LAUSD Stadium		Inglewood	537,291.00
C	20114	S	RJ Noble	91724	Goetz Road Asphalt Overlay	CIP 20-03	Menifee	79,600.00
C	20115	S	RJ Noble	91726	Vista Drive Pavement Replacement	410-900-913.007	Rancho Santa Margarita	19,221.45
O	20116	S	Pacific Hydrotech Corp	C2004	Booster Station & Reservoir for the Golden Tank	WO #27531226	Placentia	25,958.75
O	20117	S	Pacific Hydrotech Corp	C1923	Simon Ranch Reservoir, Booster Pump Station & Pipeline Replac	60114	Tustin	139,388.70
O	20118	S	Teichert	30072	Caltrans 07-312004		La County	466,852.00
O	20119	S	W.M. Lyles	54,9020	N. Pleasant Valley Groundwater Desalter		Camarillo	133,140.00
O	20120	S	International Line Builders	2011505009	Vision Zero - Phase 2D	WO #E1908593	Los Angeles	1,027,225.00



C	20121	S	RJ Noble	91734	Scott Road & Murrieta Road TS & Intersection Impts	CIP 19-06	Menifee	5,855.00
C	20122	S	Sturgeon	7750078	Riverside Freeway Business Center		Moreno Valley	36,800.00
C	20123	S	RJ Noble	91733	JOC - Bolsa Ave. Overlay	EQ20533	Orange County	55,921.00
C	20124	S	Belco	14-0467	HAWK Signal at Gage Ave and Bissell St	2019-11	Huntington Park	18,300.00
X	20125	S	Belco	14-0469	New Traffic Signal at Garfield & Muller Intersection	FY-19/20	Bell Gardens	30,000.00
C	20126	S	Excel Paving	5676.03	Asphalt Overlay of O'Neill Dr & Sienna Pkwy	PM204-003	Ladera Ranch	22,912.50
O	20127	S	RJ Noble	91728	Tustin Legacy Neighborhood D South Ph 1	70250	Tustin	1,048,627.21
C	20128	S	RJ Noble	91736	Annual Pavement Maintenance at Various Location:	SP-4111	Orange	47,100.00
O	20129	S	Ortiz Enterprises	217	Const. of Retaining Wall No. 945 and Soundwall (Nos. 935 & 937	7170078	Los Angeles	60,763.75
O	20130	S	Portrait Construction	S309	Bloomington Phase III		Bloomington	735,524.69
C	20131	S	Kasa Construction	2004SB	Palm Avenue Median Landscape Improvement	0252-051-39	San Bernardino	63,360.00
C	20132	S	RJ Noble	91744	Orangewood Ave. Rehab #L167-L177		Anaheim	30,930.00
C	20133	S	Pascal and Ludwig	3206A	Fountain Valley Reservoir		Fountain Valley	14,028.00
C	20134	S	Powell	773	Burbank Bike Trail		Burbank	160,225.50
C	20135	S	Metco		Trench Backfill & Concrete Pavement Replacement		Carson	19,548.00
C	20136	S	RJ Noble	91749	20/21 Citywide Streets, Stanton		Stanton	85,434.75
C	20137	S	RAM Construction	2020014	Giuliano's Peppers		Garden Grove	101,971.25
C	20138	S	Woodbridge Pacific Group, LLC		Chino Hills Housing 2 LLC		Chino Hills	118,030.00
O	20139	S	Dynalectric	320049	McClellan & Merrill / Colonial & Riverside		Ontario	37,150.00
C	20140	S	Leatherwood Construction, Inc.	2110	Relocation of Audenokamp Connection Transmission Main	1093B.01	Laguna Hills	52,750.00
O	20141	S	Select Electric	3473	Stewart & Gray Road Fiber-Optic Traffic Signal	HSIPL-5334(062)	Downey	307,645.00
C	20142	S	Excel Paving	5698.06	Newport Blvd. at Cowan Heights / Rockhurst Traffic Signal	Task Order No. GE207-005	North Tustin	27,900.00
C	20143	S	RAM Construction	2020011	Moose Toys - Concrete Pourback		El Segundo	7,055.00
C	20144	S	Crosstown	3995	Generator Slab		Los Angeles	38,965.00
C	20145	S	RJ Noble	91730	Improvements of Temple Ave Btwn Obispo Avenue & Spring St		Long Beach	284,944.26
C	20146	S	JF Shea	625	Greg Ave Pressure Control Structure Pump Modification		Los Angeles	23,837.25
X	20147	S	Hotline	100249	West Deyers Communication		Various	15,273.50
C	20148	S	Mike Pritch	1280	Emergency Sewer Repair		Redondo Beach	5,200.00
C	20149	S	Sturgeon Electric	7750042	NoHo West		West Hollywood	27,303.00
O	20150	S	Brightview	132556	I-405 Landscape Improvement Project		Orange County	
O	20151	S	Portrait Construction	S311	Parque Vista Apartments		Los Angeles	182,810.82
C	20152	S	RJ Noble	91763	Stadium Parking Lot Reconstruction		Anaheim	10,530.00
O	20153	S	GCI	616	President Pump Station Reconstruction		Costa Mesa	111,542.25
O	20154	S	Guy F. Atkinson Constructor	150374	Caltrans 12-0K0234		Orange County	1,099,063.85
O	20155	S	Ortiz Enterprises		Elm / Olive Street Improvement	2019-0380	Beaumont	122,872.75
X	20156	S	Marina Landscape, Inc.		Harrison Elementary School		Riverside	19,322.00
X	20157	S	Excel Paving		FY 19/20 Annual Paving & Airport Parking Lot	SP2562	Santa Monica	424,143.80
C	20158	S	JF Shea	S14629	Second Lower Feeder PCCP Rehab - Reach 2		Carson	14,344.25
O	20159	S	Pierre Landscape		Santiago Park Improvements		Moreno Valley	302,743.30
C	20160	S	Traxx Construction	20-512	URW Topanga Expansion		Canoga Park	
C	20200	S	Pavement Coatings Co.	PJC001027	Annual Street Rehab & Slurry Seal	CIP 312004	Irvine	217,300.00
C	20201	P	Santa Ana, City of		Gas Tax Local Street & Flower Street Sewer Manhole Improvements	20-6956 & 20-6437	Santa Ana	2,546,154.00
C	20202	S	Marina Landscape	119124	Huntington Park Greenway Linear Park	2018-08	Huntington Park	658,247.00
C	20203	S	RJ Noble	91708	Campus Drive Pavement Rehab	CIP 311604	Irvine	162,025.00
C	20204	S	Ohno Construction	686	Norwalk High School Sports Fields		Norwalk	234,318.00
C	20205	S	RJ Noble	91717	Ann Street Improvements		Santa Fe Springs	55,050.00
C	20206	P	El Monte, City of	CIP 002	Sidewalk Improvements for Ramona Blvd and Durfee Ave		El Monte	696,476.00
C	20207	S	RJ Noble	91719	CDBG Local Street Rehab Project	7923	Norwalk	119,330.00
C	20208	S	Belco	14-0437	Citywide Bicycle & Pedestrian Improvements	7727	Riverside	74,780.00
X	20209	S	Sturgeon	7750116	Sunrise of Orange - Early Work		Orange	38,580.00
C	20210	S	Excel	5649	Orange Avenue Street Improvements		Signal Hill	85,866.00
C	20211	P	Santa Ana, City of	20-6970	Omnibus Concrete Repairs		Santa Ana	200,470.00
C	20212	S	RJ Noble	91743	Rehabilitation and Resurfacing of Warner Ave	TI-275	Fountain Valley	357,558.00
C	20213	S	National Demolition Contractors		249 Cannery		San Pedro	61,043.00
X	20214	S	Hotline		Anaheim-Katella MA #31		Anaheim	64,670.00
X	20215	S	RJ Noble		Lowe's Parking Lot Renovations		Torrance	84,294.00
O	20216	S	Pacific Hydrotech Corp	C2008	Lindley Reservoir Replacement Project		Escondido	127,576.00
C	20217	P	City of Pasadena		Norton Simon Museum Paving Lot Resurfacing Project		Pasadena	352,723.00
O	20218	S	Excel	5759	Baldwin Park Downtown Beautification Project		Baldwin Park	221,870.50
C	20219	S	Gwinco	PO 002-20-101	Archibald & Parkside		Ontario	18,920.00
C	20220	S	International Line Builders	1811505022	Palm Canyon Pedestrian & Bicycle Safety Enhancements		Palm Springs	356,235.00
O	20221	S	Dynalectric	320028	Traffic Signal Improvs. On San Antonio & Norwalk Blvd		Norwalk	27,440.00
O	20222	S	Belco	14-0495	Upgrade Existing Marked Crosswalks On Various Arterials	Proj No. 808 0028	Moreno Valley	26,800.00
C	20223	S	PTM	P20-10	Traffic Signal Installation and Road Improvements - Mariposa & Yates	BM20-123	Victorville	36,328.00



C	20224	S	Belco	14-0502	Traffic Signal Installation, Modifications and Speed Radar Feedback Signs	7150 & 7151 & 7152	Garden Grove	76,760.00
O	20225	S	Sierra Pacific Electrical	6634	Duke Rider		Perris	33,031.00
C	20226	S	AC Spraggins		740 Alvarado		Los Angeles	9,681.00
C	20227	S	RJ Noble	91765	Altura Blvd Pavement Rehab	619	Buena Park	128,550.00
C	20300	P	Los Angeles, City of	C-128489	Small Sidewalk Access Request Acceleration Package No. 6	WO E1908705	Los Angeles	60,733.90
C	20301	S	Shawman		Asphalt Storage Tank 3 - Seventeen Twenty Oil Co.		Corona	T&M
C	20302	S	John Boyle		Calle Grande		Orange	
O	21001	R	Calmex		Misc. Rentals			
O	21002	R	Excel		Misc. Rentals			
O	21003	R	Griffith		Misc. Rentals			
O	21004	R	Mark Co.		Misc. Rentals			
O	21005	R	Matich		Misc. Rentals			
O	21006	R	Paulus		Misc. Rentals			
O	21007	R	RJ Noble		Misc. Rentals			
O	21008	R	Shawman		Misc. Rentals			
O	21009	R	Nobest		Misc. Rentals			
O	21010	R	All American Asphalt		Misc. Rentals			
O	21011	R	Hillforest		Misc. Rentals			
O	21012	R	Sequel		Misc. Rentals			
O	21013	R	Powell		Misc. Rentals			
O	21014		Pavement Recycling Systems, Inc.		Misc. Rentals			
O	21100	S	Matich	20-067	Caltrans 08-1E8404		Yucca Valley	1,348,883.70
C	21101	S	Conserve Landcare	20-01	West Haven (Cascade) Offsite Landscape Improvements	TR18027	Ontario	22,168.00
O	21102	S	Ortiz	214	Culver Blvd Realignment and Stormwater Treatment Project	PR-002 & PZ-460	Culver City	174,731.55
O	21103	S	Autobahn Construction	20-185	Caltrans 08-1F6004		Hemet	321,510.00
O	21104	S	Hazard Construction	20034	Caltrans 11-419304		Escondido	1,092,087.50
C	21105	S	American Landscape		Avenue S LMD Landscape Enhancements	758	Palmdale	39,954.75
O	21106	S	Marina Landscape	121010	Gabion Ranch - Sierra & Summit Perimeter Landscape		Fontana	222,228.00
O	21107	S	Mike Pritch & Sons		Deere Ave Frontage Improvements		Santa Ana	65,406.96
O	21108	S	Crosstown	4392	Caltrans 07-4V0204		Los Angeles	132,605.00
O	21109	S	Portrait Construction	5315	Courtyards at Cottonwood		Moreno Valley	796,848.35
C	21110	S	Powell Constructors	762	Sound Wall #11 Construction	C39033C1101-2	North Hollywood	19,453.50
O	21111	S	Select Electric	3504-1140	Highway Safety Improvement Program (HSIP) Cycle 6 - RRFB Project	E1907966	Los Angeles	1,098,865.13
O	21112	S	Crosstown		FY 19/20 Traffic Signal Modification	ST2006	Seal Beach	40,350.00
O	21113	P	Long Beach, City of	PW20-084	Design-Build Services for Curb Ramps		Long Beach	9,860,560.00
O	21114	S	Stacy Witbeck	1604	Anaheim Canyon Metrolink Station Improvements	IFB 0-2193	Anaheim	438,132.00
O	21115	S	Traxx	20-515	Coastline Community College - AC Trench Patch		Fountain Valley	7,245.00
O	21116	S	Autobahn Construction	19-182	Caltrans 07-3118U4		Torrance	120,485.63
O	21117	S	Crosstown		Palos Verdes Drive South at PVD East Traffic Signal	8623	Rancho Palos Verdes	44,527.00
O	21118	S	W.M. Lyles	55.1173	WWTP Salt Mitigation Upgrade Project		Beaumont	156,019.75
O	21119	S	Portrait Construction	5308	Jordan Downs - Area H		Los Angeles	88,992.30
O	21120	S	Brightview	101953	Mission Village Eastlink Shade Structure and Landscape Improvements		Valencia	129,680.00
O	21121	S	Excel	5763	GLENDAL TRAIN STATION 1ST / LAST MILE REGIONAL IMPROVEMENTS		Glendale	71,201.00
O	21122	S	Calmex	21-1042	Caltrans 11-2N0574		El Centro	32,700.00
O	21123	S	Pierre Landscape		Perris High School #4		Perris	24,640.00
C	21200	S	Comet		Downtown Traffic Signal Upgrade Project		Manhattan Beach	53,890.00
C	21201	S	PTM	P20-15	La Puente Rd and Forecastle Ave Intersection Improvements		Walnut	55,770.00
C	21202	S	RJ Noble	9386	North Main St & Parkridge Ave Street Improvements	Tract 37747	Corona	69,484.50
O	21203	S	Belco	14-0543	Install Advanced Dilemma Zone Detection Systems		Moreno Valley	59,610.00
O	21204	S	Excel	5779	Camino De Los Mares and Camino De Estrella Median and Pavement Improvement Project	19318	San Clemente	429,598.00
O	21205	S	Sierra Pacific Electrical	6658	Cruisers Express Santa Ana		Santa Ana	29,800.00
O	21206	S	RJ Noble	91766	CDBG FY 2020-21 Hoover Neighborhood Street Rehabilitation	SP-4342	Orange	106,530.00
C	21207	S	Superior Pavement Markings	7651	TRAFFIC CALMING FY20-21	20-24	Palm Springs	52,200.00
O	21208	S	RJ Noble	91773	East Tustin Remedial Repair Project	70019	Tustin	67,257.00
O	21209	S	RJ Noble	91779	JOC - FY 2020-21 PCC Remedial Repairs	EQ20586 / PM3-001.01	Tustin	301,084.00
O	21210	S	Manhole Adjusting, Inc.	GP20-3-2288-02	Paving the Way Ph 2	CP 878	Montebello	85,470.00
O	21211	S	Belco	14-0548	190th Street King Harbor Entry Sign and Pedestrian Signal Improvements	10160 / 41200	Redondo Beach	33,040.00
O	21212	S	Comet Electric	21-015	Sun Valley CARE		Sun Valley	71,179.95
O	21213	S	Excel	5784	Arenth Ave Improvements		City of Industry	119,664.00



O	21214	S	Excel	5795	Airport Parking Lot - Task Order 0034	SP-2524	Santa Monica	30,450.00
O	21215	S	RAM Construction		IFF Corona		Corona	6,675.00
O	21216	R	Roadway Engineering, Inc.	1165	Perris HS #4 Off-Site Improvements		Winchester	11,735.00
O	21217	S	RJ Noble	91783	OCSD Commissary Parking Lot Refurbishment		Anaheim	938.00
O	21218	S	Bitech Construction Co., Inc.	CD8 -01	Concrete Related Repairs & Related Improvements - Package A		Long Beach	27,283.00
O	21219	S	Vance		Hesperia Park and Ride Facility	6523	Hesperia	103,380.00
C	21300	S	Apache Townhomes		Boardwalk Town Homes		Corona	11,934.50

## David Sulik

1320 E. Sixth Street Ste. 100  
Corona, CA 92879  
Cell: (714) 448-0764

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### Current Position:

EBS General Engineering, INC.	Corona, CA	July 2001 – Present
General (Lead) Superintendent	2008 – Present	
Concrete Superintendent	2003 – 2008	
Concrete Foreman	July 2001 – 2003	
Cement Masons Local # 500	Santa Ana, CA	1980 - Present

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### Prior Experience:

Pierce Concrete & Masonry Concrete Foreman	Yorba Linda, CA	Jan. 1999 - July 2001
Brutoco Engineering Concrete Foreman	Fontana, CA	Jan. 1997 – Jan. 1999
Self-Employed – Concrete & Masonry	Corona, CA	1991 – 1997
Sullivan Concrete Co. Concrete Foreman Cement Mason Concrete Laborer	Costa Mesa, CA 1982 – 1991 1980 – Present 1978 – 1980	1978 – 1991

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### Field Capabilities/Background/Experience:

- Forming and Fine Grading
- Pour/Finish Curb & Gutter
- Pour/Finish Sidewalk
- Pour/Finish Concrete Slab
- Pour/Finish Retainer Curb
- Pour/Finish Seat Wall
- Pour/Finish Footing
- Pour/Finish Foundation
- Pour/Finish Keyway
- Wet Set Block/Brick
- Block/Brick Work
- Laser Screed Work
- High Early Mix Work
- Project Supervisor
- Project Cost Estimation
- Communications
- Employee Liaison to Management
- Project Safety Officer
- Customer Satisfaction

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With David's (Dave) 35 years of experience in concrete work and managerial roles, there is really nothing he can not do. If he has a set of plans or blueprints, he and his crews can build it. Dave's leadership skills, results based orientation, work ethic, and relationship building skills are among the best in construction industry and make him key instrument in the functionality of EBS's field operations.

## William E. Ellis, Jr.

1320 E. Sixth Street Ste 100  
Corona, CA 92879  
Cell: (714) 448-1136

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### Current Position:

EBS General Engineering, INC.	Corona, CA	July 2005 – Present
Project Manager	2005-Present	
Insurance Claims Liaison	2007-Present	
Safety Officer	2008-Present	

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### Prior Experience:

Seal Black/Helmick Asphalt Operations Manager Foreman Operator	Garden Grove, CA	April 1987 – July 2005
Bay Alarm Company Foreman Laborer	Oakland, CA	1979 – 1987

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### Capabilities/Experience:

- Customer Relations/Service
  - Communications
  - Project Supervisor
  - Project Cost Estimation
  - Project Comprehension
  - Project Management
  - Materials Submittals/Compliance
  - Asphalt Paving Management
  - Concrete Masonry Management
  - Industrial Security Systems Installation
  - Project Safety Supervisor
  - Employee Safety Liaison
  - Change Order Execution
  - BIT Compliance
  - Traffic Control Planning
  - SWPPP Planning/Compliance
  - Railroad Safety Courses
  - OSHA Compliance
  - CPR Certified
  - Tail-Gate Safety Meeting Organizer
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William (Willie) has 30 plus years experience in multiple areas of the construction industry. His experience with industrial and infrastructure construction has afforded him a skill-set of high productivity within the organization. As a project manager at EBS, Willie executes contract compliance, purchase orders and sub-contracts, project review, material submittals and compliance, and coordination with various agencies, contractors, developers and engineering firms. He also helps EBS to obtain the necessary encroachment and building permits, city standards and plans, and safety programs for all projects big and small.

During Willie's 30 years in the industry, he has also been intermittently certified on various safety programs such as railroad safety programs, OSHA Certified Safety programs, and CPR certification classes. His extensive and comprehensive construction background makes Willie a pivotal component of EBS's organizational structure.

## 2 YEAR REFERENCES – PUBLIC WORKS

1. **Project Name**

2017/2018 Arterial and Minor Streets Maintenance

**Owner**

City of Riverside

**Principal Contact****Phone**

Steve Howard, Construction Project Manager (951) 826-5708

**Price of Contract****Dates**

\$2,376,001

7/2018 – 4/2019

**Type of Work**

Street Maintenance: Minor PCC, Asphalt Grind &amp; Pave, Adjust Utilities

2. **Project Name**

Westminster Ave from Harbor Blvd. to Clinton St. &amp; Clinton St. to Fairview St. Improvements

**Owner**

City of Santa Ana

**Principal Contact****Phone**

Tyrone Chesanek, Principal Civil Engineer (714) 647-5074

**Price of Contract****Dates**

\$1,399,000

6/2018 – 2/2020

**Type of Work**

Street Maintenance: Minor PCC, Asphalt Grind &amp; Pave, Adjust Utilities

3. **Project Name**

Citywide Concrete Repairs FY 17/18

**Owner**

City of Temecula

**Principal Contact****Phone**

Avlin Odviar, Sen. Eng. (951) 693-3969

**Price of Contract****Dates**

\$301,290

6/2019 – 8/2019

**Type of Work**

Minor PCC – Curb &amp; Gutter, Driveways, Sidewalk, Ramps, Cross Gutter

4. **Project Name**

17/18 SB-1 Maintenance and Traffic Improvements

**Owner**

City of Riverside

**Principal Contact****Phone**

Steve Howard, Construction Project Manager (951) 826-5708

**Price of Contract****Dates**

\$2,394,435

7/2018 – 10/2019

**Type of Work**

Street Maintenance: Minor PCC, Asphalt Grind &amp; Pave, Adjust Utilities

## 2 YEAR REFERENCES – PUBLIC WORKS

5. **Project Name**  
Palos Verdes Southbound Right Turn Lane at PCH  
**Owner**  
City of Redondo Beach  
**Principal Contact** **Phone**  
Didar Khander, P.E. (310) 318-0661 x 2456  
**Price of Contract** **Dates**  
\$219,570 10/2017 – 7/2018  
**Type of Work**  
Construction of Right-Turn Lane: Minor PCC, Asphalt Grind & Pave, Adjust Utilities
6. **Project Name**  
Citywide Pothole Repairs  
**Owner**  
City of Compton  
**Principal Contact** **Phone**  
John Strickland, Project Manager (310) 761-1422  
**Price of Contract** **Dates**  
\$960,000 4/2019 – 6/2019  
**Type of Work**  
Pothole Preparation, Asphalt Installation
7. **Project Name**  
17/18 RTA Bus Pad Improvements  
**Owner**  
City of Riverside  
**Principal Contact** **Phone**  
Steve Howard, Construction Project Manager (951) 826-5708  
**Price of Contract** **Dates**  
\$987,900 8/2018 – 2/2019  
**Type of Work**  
Concrete Bus Pads at Various Locations
8. **Project Name**  
Marine Ave Improvements  
**Owner**  
City of Manhattan Beach  
**Principal Contact** **Phone**  
Mamerto Estepa, Sen. Eng. (310) 802-5325  
**Price of Contract** **Dates**  
\$1,294,521 1/2019 – 7/2019  
**Type of Work**  
AC Paving & Minor PCC – Curb & Gutter, Driveways, Sidewalk, Ramps

## 2 YEAR REFERENCES – PUBLIC WORKS

### 9. Project Name

Residential Street Repair Program & Alley Improvement

#### Owner

City of Santa Ana

#### Principal Contact

#### Phone

Tyrone Chesanek, Principal Civil Engineer

(714) 647-5074

#### Price of Contract

#### Dates

\$874,300

6/2019 – on going

#### Type of Work

Minor PCC – Curb & Gutter, Driveways, Sidewalk, Ramps, Cross Gutter

### 10. Project Name

Street Pavement Repair Program

#### Owner

City of Newport Beach

#### Principal Contact

#### Phone

Ben Davis, Civil Eng.

(949)644-3317

#### Price of Contract

#### Dates

\$422,630

2/2019 – 4/2019

#### Type of Work

Minor PCC, Asphalt Pave

# City Council Agenda Item Report

Agenda Item No. COV-764-2021  
Submitted by: Jazmine Hooks  
Submitting Department: Public Works  
Meeting Date: September 21, 2021

## **SUBJECT**

Agreement with Cintas Uniform Rental Services (Cintas)

## **Recommendation:**

Approve and authorize the City Administrator to execute a three-year Facilities Solutions Agreement with Cintas, in substantially the same form as submitted, for an amount not to exceed \$50,000.

## **Background:**

The Public Works Department (Public Works) has an existing agreement with Cintas for uniform rental and laundry services for its Facilities, Warehouse, Street, and Garage staff (Staff). Public Works requests that a new agreement be issued to Cintas for an additional three-year term. Under this new agreement, the Department will continue to rent uniforms and receive laundry services from Cintas for Staff. This agreement includes the Cintas Uniform Advantage Insurance Program, allowing replacement of damaged uniforms at no additional cost to the City. Further, Cintas will size each employee to ensure proper uniform fit and will provide complimentary size exchanges for employees who go up or down a size during the year.

Per Vernon Municipal Code 2.17.02(B), City Council approval is required if, in the twelve (12) months preceding the effective date of a proposed new, renewed, or otherwise amended contract, the City has paid or awarded the vendor more than \$100,000. In Fiscal Year 2021/2022, the Public Utilities Department awarded an agreement to Cintas for a total of approximately \$80,000. With the additional proposed Cintas agreement with Public Works, the combined total for the two separate agreements would equate to \$130,000, thus exceeding the \$100,000 threshold.

As a registered participant of the OMNIA Partners, a cooperative purchasing organization, Cintas is exempt from competitive bidding pursuant to Vernon Municipal Code Section 2.17.12(a)(5). OMNIA Partners is the nation's largest cooperative purchasing organization for the public sector. All contracts available through OMNIA Partners are competitively solicited and publicly awarded by a lead agency, using a competitive solicitation process consistent with applicable procurement laws and regulations.

Public Works hereby requests Council approval of a three-year agreement with Cintas for a not-to-exceed amount of \$50,000 for current and future uniform needs. The proposed agreement has been reviewed and approved by the City Attorney's Office.

## **Fiscal Impact:**

Uniform rental services costs are within the Public Works Department approved budget for each division in FY 2021-2022 and will be included in subsequent years.

## **Attachments:**

1. [OMNIA Cintas Facilities Solutions Agreement](#)





## FACILITIES SOLUTIONS AGREEMENT

Location No. 0053Contract No. 210321258Customer No. 14200241/278Main Corporate Code → **New CC 13218**Date 06.22.2021Customer/Participating Agency City of Vernon Public Works and UtilitiesPhone 323.858.8811Address 4305 S. Santa Fe Ave.City VernonState Ca. Zip 90058

## UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
384	Carhartt Tradesman Work Shirt	0.340
383	Carhartt Dungaree	0.411
294	Carhartt FR Shirt	0.411
371	Carhartt FR Pant	0.411
344	Carhartt FR Cargo Pant	0.488
370	Cargo Shorts	0.217
912	Coveralls	0.258
82302	FR Coveralls	0.812
275	High Performance Polo	0.350
	Uniform Advantage/Premium Uniform Advantage	0.086/0.205

- This agreement is effective as of this date from 7.01.2021 to 7.01.2024, with a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the Master Agreement. Any negotiations of price, terms or discounts must be approved by Prince William County Public Schools for the Master Agreement. Any such changes shall take effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).
- Name Emblem \$ 1.70 ea • Company Emblem \$ 2.70 ea
- Customer Emblem \$ NA ea • Embroidery \$ 5.00 ea
- COD Terms \$ NA per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item NA % of Inventory NA \$ NA Ea.
- Automatic Lost Replacement Charge: Item NA % of Inventory NA \$ NA Ea.
- Minimum Charge \$ 35.0 per delivery.
- Make-Up charge \$ 1.530 per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ 0.153 per garment.
- Seasonal Sleeve Change \$ 1.50 per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat \$ NA
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 5.00 per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other \_\_\_\_\_

## FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
	59925	Lab Coat			0.247
	935	Comfort Shirt			0.175
	945	Comfort Pant			0.196
	270	Cargo Pant			0.338
	10184	Active Scraper Mat	Weekly		3.246

\*Indicated bundled items/services



- \_\_\_\_ ☐ Initial and check box if Unilease. All Garments will be cleaned by customer  
Date \_\_\_\_\_
- \_\_\_\_ ☐ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control  
Date \_\_\_\_\_ customer.
- \_\_\_\_ ☐ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments  
Date \_\_\_\_\_ direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase  
all direct embroidered garments at the time they are removed from service at the then current replacement values.

Cintas Loc. No: \_\_\_\_\_ CUSTOMER:  
Please Sign Name \_\_\_\_\_

By: \_\_\_\_\_ Please Print Name Carlos Fandino

Title: \_\_\_\_\_ Please Print Title City Administrator

Accepted-GM: \_\_\_\_\_ Email \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa Pope, City Clerk

\_\_\_\_\_  
Zaynah N. Moussa, Interim City Attorney

#### Omnia Partners Public Sector Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at <https://www.omniapartners.com/publicsector>

#### Supplier General Service Terms Section

3. Prices Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. Buyback of Non-Standard Garments Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. Service Guarantee: Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
6. Garments' Lack of Flame Retardant or Acid Resistant Features Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
7. Logo Mats In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.

8. Adding Employees Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
9. Emblem Guarantee Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
10. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
11. Terminating Employees Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
12. Replacement In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
13. Indemnification To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
14. Additional Items: Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

# City Council Agenda Item Report

Agenda Item No. COV-772-2021  
Submitted by: Lissette Melendez  
Submitting Department: Public Works  
Meeting Date: September 21, 2021

## **SUBJECT**

Acceptance of Work of Siemens Mobility Inc. for the Traffic Signal Maintenance FY 2018 Project (Contract No. CS-0915)

## **Recommendation:**

A. Affirm that this project was previously evaluated for environmental impacts and found to be categorically exempt under the California Environmental Quality Act (CEQA) in accordance with Section 15301, because this project only consisted of maintenance and repair of the City's traffic signals and did not involve any expansion of existing facilities; and  
B. Accept the work of Siemens Mobility, Inc. as part of the Traffic Signal Maintenance FY 2018 Project, Contract No. CS-0915, and authorize staff to submit for recordation a Notice of Completion for the project.

## **Background:**

On April 3, 2018, the Public Works Department obtained City Council approval to enter into an agreement with Siemens Mobility Inc. (Siemens) for the Traffic Signal Maintenance Project (Contract No. CS-0915). Siemens provided service to the City in two ways: First, Siemens routinely inspected and performed maintenance on the 41 traffic signals in the City of Vernon on a monthly basis; and, second, Siemens performed emergency repairs on damaged or non-functioning equipment at the 41 locations (including repair or replacement of failed components, and the emergency replacement of equipment damaged by vehicular accidents). Extraordinary, emergency work was performed on an on-call, as-needed basis. Siemens maintained a staff of trained technicians that were available to the City 24 hours a day, 7 days a week. Siemens responded quickly and effectively to emergency calls, and has satisfactorily maintained the traffic signals in the City of Vernon.

## **Fiscal Impact:**

Contract No. CS-0915 was approved for a three-year term at an estimated cost of \$110,000 per year, for a total of \$330,000. Due to extraordinary (emergency) work, there was one change order in the amount \$178,100. The total cost of the contract with Siemens was \$473,269.90.

The costs for traffic signal maintenance in the City of Vernon were budgeted in the Street Operations-Public Works portion of the budget.

## **Attachments:**

1. [Notice of Completion CS-0915](#)

RECORDING REQUESTED BY AND WHEN  
RECORDED, RETURN TO:

City of Vernon  
Attention: City Clerk  
4305 Santa Fe Avenue  
Vernon, CA 90058

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

For the benefit of City of Vernon  
No fee per Government Code Section 27383

APN: 6302-017-901

### NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT, PURSUANT TO CIVIL CODE SECTION 9024:

1. The undersigned is the owner, or corporate officer of the owner, of the interest or estate below in the property hereinafter described.
2. The full name of the owner is: City of Vernon
3. The full address of the owner is: 4305 Santa Fe Avenue, Vernon, CA 90058
4. The nature of the interest or estate of the owner is: In Fee.
5. A work of improvement on the property hereinafter described was completed and accepted on September 21, 2021. The work done was: Traffic Signal Maintenance FY 2018 Contract No. CS-0915.
6. The name of the contractor, if any, for such work of improvement was Siemens Mobility, Inc.

The property on which said work of improvement was completed is in the City of Vernon, County of Los Angeles, State of California, and is described as follows: Furnish all transportation, material and equipment for ongoing and regular field preventative maintenance and repair of traffic signal equipment.

Dated: September 21, 2021

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.

I, Daniel Wall, Director of Public Works, verify the foregoing Notice of Completion on behalf of the City of Vernon; I have read said Notice and know the contents thereof; and I have personal knowledge of the facts stated herein. I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Daniel Wall, Director of Public Works

On \_\_\_\_\_, before me, Lisa Pope, City Clerk for the City of Vernon, personally appeared Daniel Wall, Director of Public Works for the City of Vernon, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Lisa Pope, City Clerk

# City Council Agenda Item Report

Agenda Item No. COV-721-2021  
Submitted by: Jazmine Hooks  
Submitting Department: Public Works  
Meeting Date: September 21, 2021

## **SUBJECT**

Tentative Parcel Map No. 83466 for Torrance Logistics Company, LLC Located at 2709 East 37th Street

## **Recommendation:**

A. Find that the proposed action is categorically exempt from the California Environmental Quality Act (CEQA) under Section 15315, Class 15 "Minor land division of industrial property into four or fewer parcels," of the CEQA guidelines, because the proposed division of property is in an area zoned Industrial, it is in conformance with the General Plan and zoning, no variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous two years, and the parcel does not have an average slope greater than 20 percent. Therefore, a Notice of Exemption will be filed with the County Clerk's office; and

B. Adopt Resolution No. 2021-30 granting Tentative Parcel Map No. 83466 to Torrance Logistics Company, LLC to subdivide the parcel located at 2709 East 37th Street.

## **Background:**

### **PROJECT**

PI Development, LLC on behalf of Torrance Logistics Company, LLC, property owner (Applicant), has submitted Tentative Parcel Map No. 83466 (Parcel Map) to subdivide an existing lot into two (2) lots located at 2709 37th Street (Project). The details of the proposed parcels are as follows:

#### **Parcel 1**

Lot Square Feet: 596,342

Acreage: 13.69

Buildings: 6

Building Sq. Ft.: 65,768

#### **Parcel 2**

Lot Square Feet: 136,664

Acreage: 3.14

Buildings: 5

Building Sq. Ft.: 15,250

#### **Total**

Lot Square Feet: 733,006

Acreage: 16.83

Buildings: 11

Building Sq. Ft.: 81,018

Additionally, Parcel 1 has an approximate 393.3' frontage on 37th Street while Parcel 2 has approximate 290.8' and 377.7' frontages on 37th Street and Soto Street, respectively. The Applicant also plans to demolish the buildings, modify the utilities, and repave/stripe the lot for trailer parking.

Per the City's Master Plan of Streets, 37th Street and Soto Street are required to be 100 feet wide with 8-foot sidewalks along the frontage of the subject site. As a condition of approval, the applicant will be required at the time of future site development, defined as vertical construction of a building or permanent structure, to widen the sidewalk along 37th Street and Soto Street, including the curb return in accordance with the City of Vernon Master Plan of City Streets. 37th Street and Soto Street are of adequate size to handle the traffic generated from the proposed use.

The proposed Project site is surrounded by industrial and warehousing uses that are compatible with the proposed use. Water and sewer services for the Project site will continue to be provided by the City of Vernon. The domestic and industrial waste from the proposed Project will be discharged into the City's sewer system. The discharge will be in accordance with County Sanitation District's ordinance and will not result in violation of existing requirements as described by the Los Angeles Water Quality Control Board (Sec. 66474.6). A soils report was previously prepared for the site and no expansive soil or other soil issues were found.

#### ZONING AND GENERAL PLAN CONSISTENCY

The proposed Project site is located in the (C2) Commercial Overlay District and the (T) Truck and Freight Terminal Overlay District of the I-Zone of the City, and is designated as "Industrial" by the City of Vernon General Plan. The Project site will not change and the subdivision of the parcel will comply with all applicable policies and procedures, including the City's Zoning Code and Subdivision Ordinance.

#### CEQA DETERMINATION AND ENVIRONMENTAL CONSIDERATIONS

The proposed Project site is surrounded by industrial and warehousing uses that are compatible with the proposed Project. The Project is categorically exempt from review under the California Environmental Quality Act (CEQA) in accordance with Section 15315, Class 15 "Minor land division of industrial property into four or fewer parcels", of the CEQA guidelines, because the proposed division of property is in an area zoned "industrial," it is in conformance with both the City of Vernon General Plan and the City of Vernon Zoning Code. Additionally, no variances or exceptions are required for the proposed Project, and as detailed above, all services and access to the proposed Project meet the City of Vernon Code standards. Finally, the Project site was not involved in a division of a larger parcel within the previous two (2) years, and the Project site does not have an average slope greater than 20 percent. Therefore, a Notice of Exemption will be filed with the County Clerk's office.

#### CONDITIONS

It is recommended that the Parcel Map be approved with the following conditions:

- a. Applicant shall regrade the subject parcels to ensure that drainage from both parcels drain independently into the storm drain and does not cross property lines or onto the railroad right-of-way. Applicant shall ensure that all drainage is treated in accordance with NPDES Standards before entering the public right-of-way. Prior to grading, Applicant shall implement a Stormwater Pollution Prevention Plan. During grading, Applicant shall ensure frequent watering of the soil on the Project site, to the satisfaction of the Director of Public Works, and in accordance with South Coast Air Quality Management District standards.

- b. Applicant shall independently serve each parcel with utilities. Any utility crossing the property line shall be terminated. No cross-lot surface drainage shall occur between Parcels 1 and 2 of Tentative Parcel Map No. 83466.
- c. Applicant shall completely remove any abandoned utilities and utility vaults adjoining the subject parcels.
- d. Applicant shall provide an electrical easement to the City of Vernon for all future City light and power electrical lines and facilities serving power to any buildings located on the Project site.
- e. As part of the future site development, defined as vertical construction of a building or permanent structure, the Applicant shall dedicate to the City portions of land adjoining the subject parcels in order to widen 37th Street, Soto Street and the Northwest corner of 37th and Soto in accordance with the City of Vernon's Master Plan of Streets. The corner radius at property line shall be 52-feet.
- f. Applicant shall pave and stripe parking lot, loading areas, and fire roads in accordance with City of Vernon Standards.
- g. As is required by the Los Angeles County Fire Department, the Applicant shall install one (1) new public fire hydrant on Parcel 1 of Tentative Parcel Map No. 83466 as shown on the plan attached herewith as Exhibit "A". The required fire flow shall be 1,750 GPM @ 20 PSI for two (2) hours. The Applicant shall ensure that vehicular access be provided and maintained serviceable throughout construction. The new public fire hydrant shall be tested and accepted prior to construction. All required fire hydrants shall be installed, tested, and accepted or bonded prior to Final Map approval. Water improvement plans for the required new public fire hydrant shall be submitted from the local water purveyor through [epicla.lacounty.gov](http://epicla.lacounty.gov) for review and approval prior to installation.

**Fiscal Impact:**

There is no fiscal impact associated with this report.

**Attachments:**

- 1. [Resolution No. 2021-30](#)

RESOLUTION NO. 2021-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON  
GRANTING TENTATIVE PARCEL MAP NO. 83466 TO TORRANCE  
LOGISTICS COMPANY, LLC TO SUBDIVIDE THE PARCEL LOCATED AT  
2709 37<sup>TH</sup> STREET

SECTION 1. Recitals.

- A. PI Development, LLC has applied for a tentative parcel map, on behalf of the property owner of 2709 37th Street, Torrance Logistic Company, LLC (collectively the "Applicant").
- B. Applicant has submitted Tentative Parcel Map No. 83466 ("Parcel Map") consisting of two Parcels located at 2709 37th Street.
- C. Parcel 1 contains approximately 596,342 square feet, or 13.69 acres of land and has approximately 393.3 feet frontage on 37<sup>th</sup> Street. Parcel 2 contains approximately 136,664 square feet, or 3.14 acres of land and has approximately 290.8 feet frontage on 37<sup>th</sup> Street and 377.7 feet frontage on Soto Street.
- D. Combined Parcels 1 and 2 are approximately 733,006 square feet, or 16.83 acres.
- E. 37<sup>th</sup> Street and Soto Street are both of adequate size to handle the traffic generated from the proposed Project.
- F. The domestic and industrial waste from the proposed Project will be discharged into the City of Vernon sewer system in accordance with the Los Angeles County Sanitation District's ordinance and will not result in violation of existing requirements as described by the Los Angeles Water Quality Control Board.
- G. The proposed Project site is surrounded by industrial and warehousing uses that are compatible with the proposed Project. The Project site is located in the (C2) Commercial Overlay District and the (T) Truck and Freight Terminal Overlay District of the I-Zone of the City, and is designated as "Industrial" by the City of Vernon General Plan and Zoning Map.
- H. The Project is categorically exempt from review under the California Environmental Quality Act (CEQA) in accordance with Section 15315, Class 15 "Minor land division of industrial property into four or fewer parcels", of the CEQA guidelines, because the proposed division of property is in an area zoned "Industrial," it is in conformance with both the City of Vernon General Plan and the City of Vernon Zoning Code. Additionally, no variances or exceptions are required for the proposed Project, all services and access to the proposed Project meet the City of Vernon Code standards. Finally, the Project site was not involved in a division of a larger parcel within the previous two years, and the Project site does not have an average slope greater than 20 percent. Therefore, a Notice of Exemption will be filed with the County Clerk's office.



I. The City Council has received a Staff Report, dated September 21, 2021, and written and oral supporting evidence upon which it has relied in making the foregoing recitals.

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 finds that the Project is categorically exempt from the California Environmental Quality Act pursuant to Guideline 15315 for the reasons set forth above.

SECTION 4. The Tentative Parcel Map No. 83466 is hereby granted to Applicant to subdivide 16.83 acres into two parcels located at 2709 37th Street, subject to the following conditions:

a. Applicant shall regrade the subject parcels to ensure that drainage from both parcels drain independently into the storm drain and does not cross property lines or onto the railroad right-of-way. Applicant shall ensure that all drainage is treated in accordance with NPDES Standards before entering the public right-of-way. Prior to grading, Applicant shall implement a Stormwater Pollution Prevention Plan. During grading, Applicant shall ensure frequent watering of the soil on the Project site, to the satisfaction of the Director of Public Works, and in accordance with South Coast Air Quality Management District standards.

b. Applicant shall independently serve each parcel with utilities. Any utility crossing the property line shall be terminated. No cross-lot surface drainage shall occur between Parcels 1 and 2 of Tentative Parcel Map No. 83466.

c. Applicant shall completely remove any abandoned utilities and utility vaults adjoining the subject parcels.

d. Applicant shall provide an electrical easement to the City of Vernon for all future City light and power electrical lines and facilities serving power to any buildings located on the Project site.

e. As part of the future site development, defined as vertical construction of a building or permanent structure, Applicant shall dedicate to the City portions of land adjoining the subject parcels in order to widen 37<sup>th</sup> Street, Soto Street and the Northwest corner of 37<sup>th</sup> and Soto in accordance with the City of Vernon's Master Plan of Streets. The corner radius at property line shall be 52-feet.

f. Applicant shall pave and stripe the parking lot, loading areas, and fire roads in accordance with City of Vernon Standards.

g. As is required by the Los Angeles County Fire Department, Applicant shall install one (1) new public fire hydrant on Parcel 1 of Tentative Parcel Map No. 83466 as shown on the plan attached herewith as Exhibit "A". The required fire flow shall be 1,750 gallons per minute ("GPM") at 20 pounds per square inch ("PSI") for two (2) hours. The Applicant shall ensure that vehicular access be provided and maintained serviceable throughout construction. The new public fire hydrant shall be tested and accepted prior to construction. All required fire hydrants shall be installed, tested and accepted or bonded prior to Final Map approval. Water improvement plans for the required new public fire hydrant shall be submitted from the local water purveyor through [epicla.lacounty.gov](http://epicla.lacounty.gov) for review and approval prior to installation.

h. Applicant shall comply with all other applicable state, federal and local laws and regulations.

SECTION 5. 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 21<sup>st</sup> day of September, 2021.

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MELISSA YBARRA, Mayor

ATTEST:

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LISA POPE, City Clerk  
(seal)

APPROVED AS TO FORM:

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ZAYNAH N. MOUSSA,  
Interim City Attorney

Plotted by Klm, Thomas Sheet Set: kma Layout: Layout April 27, 2021 04:45:03pm K:\GSA LDEV\Public\Industrial\Vermon (Solo)\CAD00 Plans\sets\TPV Tentative Parcel Map.dwg

# City Council Agenda Item Report

Agenda Item No. COV-784-2021  
Submitted by: Lissette Melendez  
Submitting Department: Public Works  
Meeting Date: September 21, 2021

## **SUBJECT**

Amendment No. 1 to Measure R Funding Agreement for the Atlantic Boulevard Bridge Rehabilitation and Widening Project between City of Vernon and The Los Angeles County Metropolitan Transportation Authority

## **Recommendation:**

A. Find that the approval of the proposed Amendment to Measure R Funding Agreement is consistent with the initial Study/Mitigated Negative Declaration prepared for this project by the City of Vernon pursuant to the provisions under the California Environmental Quality Act (CEQA) in accordance with Section 15063; and

B. Approve and authorize the Mayor to execute Amendment No. 1 to the Measure R Funding Agreement in substantially the same form as submitted.

## **Background:**

On August 16, 2016, the City of Vernon entered into the Measure R Funding Agreement (FA) with the Los Angeles County Metropolitan Transportation Authority (Metro) for the Atlantic Boulevard Bridge Rehabilitation Project. The Agreement authorized I-710 Early Action Project funds in the amount of \$2,070,000 for the Atlantic Boulevard Bridge Project.

Due to delays with the Atlantic Boulevard Bridge Widening Project, the City of Vernon requested a time extension to the FA. The proposed Amendment No. 1 to the FA provides the Atlantic Boulevard Bridge Project an additional funding source, revises the project schedule, and extends project funds to September 30, 2027. Except as expressly amended, all rights and obligations of the parties under the existing FA will remain unchanged.

The City Attorney's Office has reviewed and approved the amendment as to form.

## **Fiscal Impact:**

Amendment No. 1 provides the Atlantic Boulevard Bridge Project an additional funding source. The project design is 99% complete and right-of-way acquisitions are in progress. Construction for the project is anticipated to commence in Summer of 2022.

## **Attachments:**

1. [Amendment No. 1 to Measure R Funding Agreement](#)

AMENDMENT No.1 TO MEASURE R FUNDING AGREEMENT  
BETWEEN CITY OF VERNON AND  
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No.1 to Funding Agreement (this "Amendment"), is dated as of August 9, 2021 by and between City of Vernon ("GRANTEE"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. WHEREAS, GRANTEE and LACMTA entered into that certain Funding Agreement No. 920000000MR30625, dated August 16, 2015 (the "Existing FA"), which Existing FA provides for the Atlantic Blvd Bridge Widening Project (the "Project"); and

B. WHEREAS, the LACMTA Board on October 25, 2018, delegated administrative authority to staff to extend funding lapse dates to meet PA&ED, PS&E, ROW, and Construction time frames; and

C. WHEREAS, the GRANTEE and LACMTA desire to extend the lapsing date of FY 2015-16 and FY 2016-17 funds to June 30, 2027; and

D. WHEREAS, GRANTEE and LACMTA desire to amend the Existing FA as provided herein.

**AGREEMENT:**

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part II, Section 9.1 (v) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "All Funds programmed for FY 2015-16 and FY 2016-17 are subject to lapse by June 30, 2027."
2. Attachment B-1 of the Existing FA is hereby replaced by Attachment B-1-1, attached.
3. Attachment C– Scope of Work, attached to the Existing FA is hereby amended by deleting the Project Schedule and replacing it with the following Revised Project Schedule.

FA Milestones	Original FA Schedule in Scope of Work		Revised Project Schedule	
	Start Date	End Date	Start Date	End Date
Environmental Clearance	12/12/2014	12/12/2015	12/12/2014	12/12/2015
Design Bid & Award	6/4/2001	11/28/2001	6/4/2001	11/28/2001
Design	12/3/2003	12/12/2015	12/3/2003	12/31/2022
Right-of-Way Acquisition	12/12/2014	12/16/2016	1/16/2017	12/31/2022
Construction Bid & Award	8/14/2017	12/18/2017	9/4/2023	11/31/2023
Construction	3/5/2018	9/30/2020	1/15/2024	12/31/2026
<b>Total Project Duration (Months)</b>	228		300	

4. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No.2 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Stephanie N. Wiggins  
Chief Executive Officer

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

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA  
County Counsel

By: \_\_\_\_\_  
Deputy



Date: 8/30/2021

CITY OF VERNON

By: \_\_\_\_\_  
Melissa Ybarra  
Mayor

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Zaynah Moussa  
Interim City Attorney

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

ATTEST:

By: \_\_\_\_\_  
Lisa Pope  
City Clerk

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

**ATTACHMENT B-1-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET**

Measure R Program - Funding Agreement Projects - FA# 9200000000MR306.25  
 Project Title: Atlantic Blvd Bridge Widening over the Los Angeles River      Project#: MR306-25

**PROGRAMMED SOURCES OF FUNDS**

SOURCES OF FUNDS	Prior Expenditures	FY 2021-22 Qtr 1	FY 2021-22 Qtr 2	FY 2021-22 Qtr 3	FY 2021-22 Qtr 4	FY 2022-23 Qtr 1	FY 2022-23 Qtr 2	FY 2022-23 Qtr 3	FY 2022-23 Qtr 4	TOTAL BUDGET
<b>LACMTA PROGRAMMED FUNDS:</b>										
<b>MEASURE R FUNDS:</b>										
PS&E		\$220	\$70	\$70	\$70					\$430
RW Support		\$60	\$60	\$50	\$20					\$190
RW		\$600	\$600	\$200	\$50					\$1,450
<b>Total MEASURE R</b>	<b>\$0</b>	<b>\$880</b>	<b>\$730</b>	<b>\$320</b>	<b>\$140</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,070</b>
<b>SUM PROG LACMTA FUNDS:</b>	<b>\$0</b>	<b>\$880</b>	<b>\$730</b>	<b>\$320</b>	<b>\$140</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,070</b>
<b>OTHER NON LACMTA FUNDING:</b>										
<b>LOCAL: City of Vernon</b>										
PAED	\$46									\$46
PS&E	\$256	\$4	\$4	\$4	\$4	\$4	\$1			\$277
RW Support	\$80	\$2	\$2	\$2	\$1	\$1	\$1			\$89
RW	\$136	\$114	\$114	\$113	\$113					\$590
<b>Total LOCAL</b>	<b>\$518</b>	<b>\$120</b>	<b>\$120</b>	<b>\$119</b>	<b>\$118</b>	<b>\$5</b>	<b>\$2</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,002</b>
<b>FEDERAL: HBP and DBP</b>										
PAED	\$184									\$184
PS&E	\$1,069	\$40	\$40	\$40	\$40	\$40	\$21			\$1,290
RW Support	\$260	\$20	\$20	\$20	\$10	\$8	\$6			\$344
RW	\$1,048	\$900	\$900	\$900	\$882					\$4,630
<b>Total FEDERAL</b>	<b>\$2,561</b>	<b>\$960</b>	<b>\$960</b>	<b>\$960</b>	<b>\$932</b>	<b>\$48</b>	<b>\$27</b>	<b>\$0</b>	<b>\$0</b>	<b>\$6,448</b>
<b>SUM NON-LACMTA FUNDS :</b>	<b>\$3,079</b>	<b>\$1,080</b>	<b>\$1,080</b>	<b>\$1,079</b>	<b>\$1,050</b>	<b>\$53</b>	<b>\$29</b>	<b>\$0</b>	<b>\$0</b>	<b>\$7,450</b>
<b>PROJECT FUNDING FY21-22 and FY22-23</b>	<b>\$3,079</b>	<b>\$1,960</b>	<b>\$1,810</b>	<b>\$1,399</b>	<b>\$1,190</b>	<b>\$53</b>	<b>\$29</b>	<b>\$0</b>	<b>\$0</b>	<b>\$9,520</b>
SOURCES OF FUNDS	FY 2023-24 Qtr 1	FY 2023-24 Qtr 2	FY 2023-24 Qtr 3	FY 2023-24 Qtr 4	FY 2024-25 Qtr 1	FY 2024-25 Qtr 2	FY 2024-25 Qtr 3	FY 2024-25 Qtr 4	FY 2025-26 Qtr 1	TOTAL BUDGET
<b>OTHER NON LACMTA FUNDING:</b>										
<b>LOCAL: City of Vernon</b>										
Const. Support		\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$24
Construction		\$402	\$402	\$402	\$402	\$402	\$402	\$402	\$338	\$3,152
<b>Total LOCAL</b>	<b>\$0</b>	<b>\$405</b>	<b>\$405</b>	<b>\$405</b>	<b>\$405</b>	<b>\$405</b>	<b>\$405</b>	<b>\$405</b>	<b>\$341</b>	<b>\$3,176</b>
<b>FEDERAL: HBP</b>										
Const. Support		\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$200
Construction		\$3,100	\$3,100	\$3,100	\$3,100	\$3,100	\$3,100	\$3,100	\$2,608	\$24,308
<b>Total FEDERAL</b>	<b>\$0</b>	<b>\$3,125</b>	<b>\$3,125</b>	<b>\$3,125</b>	<b>\$3,125</b>	<b>\$3,125</b>	<b>\$3,125</b>	<b>\$3,125</b>	<b>\$2,633</b>	<b>\$24,508</b>
<b>SUM NON-LACMTA FUNDS :</b>	<b>\$0</b>	<b>\$3,530</b>	<b>\$3,530</b>	<b>\$3,530</b>	<b>\$3,530</b>	<b>\$3,530</b>	<b>\$3,530</b>	<b>\$3,530</b>	<b>\$2,974</b>	<b>\$27,684</b>
<b>PROJECT FUNDING FY23-24 and FY24-25</b>	<b>\$0</b>	<b>\$3,530</b>	<b>\$3,530</b>	<b>\$3,530</b>	<b>\$3,530</b>	<b>\$3,530</b>	<b>\$3,530</b>	<b>\$3,530</b>	<b>\$2,974</b>	<b>\$27,684</b>
<b>SUMMARY OF ALL FUNDS</b>										
PAED	\$230	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$230
PS&E	\$1,325	\$264	\$114	\$114	\$114	\$44	\$22	\$0	\$0	\$1,997
RW Support	\$340	\$82	\$82	\$72	\$31	\$9	\$7	\$0	\$0	\$623
Const. Support	\$0	\$28	\$28	\$28	\$28	\$28	\$28	\$28	\$28	\$224
RW	\$1,184	\$1,614	\$1,614	\$1,213	\$1,045	\$0	\$0	\$0	\$0	\$6,670
Construction	\$0	\$3,502	\$3,502	\$3,502	\$3,502	\$3,502	\$3,502	\$3,502	\$2,946	\$27,460
<b>TOTAL MILESTONES</b>	<b>\$3,079</b>	<b>\$5,490</b>	<b>\$5,340</b>	<b>\$4,929</b>	<b>\$4,720</b>	<b>\$3,583</b>	<b>\$3,559</b>	<b>\$3,530</b>	<b>\$2,974</b>	<b>\$37,204</b>
<b>SUM PROG LACMTA FUNDS</b>	<b>\$0</b>	<b>\$880</b>	<b>\$730</b>	<b>\$320</b>	<b>\$140</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,070</b>
<b>SUM NON-LACMTA FUNDS</b>	<b>\$3,079</b>	<b>\$4,610</b>	<b>\$4,610</b>	<b>\$4,609</b>	<b>\$4,580</b>	<b>\$3,583</b>	<b>\$3,559</b>	<b>\$3,530</b>	<b>\$2,974</b>	<b>\$35,134</b>
<b>TOTAL PROJECT FUNDING</b>	<b>\$3,079</b>	<b>\$5,490</b>	<b>\$5,340</b>	<b>\$4,929</b>	<b>\$4,720</b>	<b>\$3,583</b>	<b>\$3,559</b>	<b>\$3,530</b>	<b>\$2,974</b>	<b>\$37,204</b>



# City Council Agenda Item Report

Agenda Item No. COV-783-2021  
Submitted by: Lissette Melendez  
Submitting Department: Public Works  
Meeting Date: September 21, 2021

## **SUBJECT**

Agreement between the Cities of Maywood and Vernon for Traffic Signal Maintenance at the Intersection of Downey Road and Slauson/Malburg Way

## **Recommendation:**

- A. Find that the proposed action is categorically exempt under the California Environmentally Quality Act ("CEQA") review in accordance with CEQA Guidelines Section 15301, because the project consists of the maintenance, repair or minor alteration of existing facilities and involves negligible or no expansion of an existing use; and
- B. Approve and authorize the Mayor to execute the Agreement between the Representative Cities of Maywood and Vernon for Traffic Signal Maintenance, in substantially the same form as submitted, for a term of five years.

## **Background:**

The signalized intersection located at Downey Road and Slauson Avenue/Malburg Way lies partially within Maywood and partially within Vernon. Historically, the signal has been maintained by the City of Maywood, although there is not an established agreement between the two cities. Because the majority of the area (62.5%) falls within the City of Vernon's boundaries, Vernon has negotiated with the City of Maywood to enter into a five-year agreement to share in the provision of signal maintenance at the intersection.

Vernon will provide routine and extraordinary maintenance to the intersection through the City's existing Signal Maintenance Contract with Bear Electrical Solutions. Cost of the routine and extraordinary maintenance will be shared as follows: Vernon 62.5% and Maywood 37.5%.

The proposed Agreement between the Cities of Maywood and Vernon has been reviewed and approved as to form by the City Attorney's Office.

## **Fiscal Impact:**

Signal maintenance for the intersection will cost \$492 per year for routine maintenance, plus any extraordinary costs that might arise. Vernon has an existing contract with Bear Electrical Solutions for the maintenance of all signalized intersections in the City. All costs for maintenance at the Downey Road and Slauson Avenue/Malburg Way intersection will be apportioned between the two cities over the five-year term as follows: Vernon 62.5% and Maywood 37.5%.

## **Attachments:**

1. [Agreement between Maywood and Vernon for Traffic Signal Maintenance](#)

**AGREEMENT BETWEEN THE REPRESENTATIVE  
CITIES OF MAYWOOD AND VERNON  
FOR TRAFFIC SIGNAL MAINTENANCE**

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Maywood, a municipal corporation, hereinafter referred to as "Maywood", and the City of Vernon, a California charter City and California municipal corporation, hereinafter referred to as "Vernon".

**WITNESSETH**

WHEREAS, Maywood and Vernon (the "Parties") share a traffic signal at the intersection of Slauson Avenue and Downey Road/Malburg Way (the "Intersection") shown attached as Exhibit "A"; and

WHEREAS, the Intersection lies partially within Maywood and partially within Vernon; and

WHEREAS, the Parties desire that Vernon maintain the signal and are entering into this agreement to equitably divide the maintenance costs.

NOW, THEREFORE, the Parties agree as follows:

1. Vernon shall provide routine maintenance of the traffic control devices, illuminated street name signs, signal interconnect systems, and highway safety lighting systems at the Intersection (the "Facilities"). Routine maintenance shall include, but is not limited to, patrolling, furnishing of electrical energy, relamping, painting of standards and heads, and the necessary repairs and replacements required to ensure satisfactory services.

2. Vernon shall also provide extraordinary maintenance of the Facilities. Extraordinary maintenance shall include, but is not limited to, the replacement of major equipment due to obsolescence or wear and tear, the repair or replacement of the Facilities due to damage and the provision of temporary facilities or services to provide traffic control if the Facilities are inoperable due to the interruption of electrical power or other causes. Except when extraordinary maintenance is needed to protect public health and safety, Vernon shall not perform any extraordinary maintenance exceeding \$1,000.00 in total cost without the consent of the City Engineer of Maywood.

3. Both routine and extraordinary maintenance shall include the costs of electrical energy, salaries and wages of Vernon employees, amounts paid to contractors, material, equipment and supplies and all other costs incurred by Vernon in providing such maintenance. Vernon may also charge an overhead fee of 10% of the salaries and wages of the Vernon employees providing routine and extraordinary maintenance. Each party shall pay its pro rata share of the cost of routine and extraordinary maintenance as follows: Vernon 62.5% and Maywood 37.5%.

4. Vernon shall submit quarterly invoices to Maywood for the 37.5% of the cost of routine and extraordinary maintenance provided during the prior quarter. Maywood shall pay to Vernon all undisputed charges within 30 days of receipt of an invoice from Vernon. Maywood shall notify Vernon of any disputed charges within 30 days of receipt of a bill and the parties shall cooperate in resolving any dispute over the charges.

5. Invoices for routine maintenance shall indicate the period of service, the location of the intersection, and the monthly rate which applies. Invoices for extraordinary maintenance shall itemize the actual costs incurred, including labor; net cost of all materials (including taxes); equipment charges (including reasonable allowance for depreciations); supervision and all costs of administration; and any other category of expense experienced.

6. During the period of this Agreement, Vernon agrees to have and maintain policies of insurance with at least the following minimum coverage and limits:

- General Liability Coverage - \$1,000,000 per occurrence and \$2,000,000 aggregate.
- Automobile Liability Coverage - \$1,000,000 combine single limit.
- Workers Compensation Coverage - \$1,000,000 per accident.

The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

7. This Agreement shall be effective as of October 1, 2021. On the effective date of this Agreement all prior agreements respecting the maintenance and cost of signals at the Intersection covered by this Agreement will expire.

8. The term of this Agreement shall be for the period of five years, through September 30, 2026, inclusive, unless the Agreement is terminated as herein provided. At the term expiration, Vernon and Maywood may extend this Agreement for an additional five-year period by written mutual agreement. Either party may terminate this Agreement by serving on the other party a ninety (90) day written notice of such termination.

9. It is agreed that neither Maywood nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of any act or omission by Vernon under or in connection with any work, authority or jurisdiction delegated to Vernon under this Agreement. Pursuant to Government Code Section 895.4, Vernon shall fully indemnify and hold Maywood harmless from any liability imposed for injury or damages as defined in Section 810.8 of the Government Code occurring by reason of any act or omission by Vernon under or in connection with any work, authority or jurisdiction delegated to Vernon under this Agreement.

10. It is agreed that neither Vernon nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of any act or omission by Maywood under or in connection with any work, authority or jurisdiction performed or assumed by Maywood under this Agreement. It is also understood and agreed that pursuant to Government code Section 895.4, Maywood shall fully indemnify and hold Vernon harmless of any liability imposed for injury or damages as defined in Section 810.8 of the Government Code occurring by reason of any act or omission by Maywood under or in connection with any work, authority or jurisdiction performed or assumed by Maywood under this Agreement.

11. Any notices, bills, invoices, or reports required by this Agreement shall be sent by first class U.S. mail, by personal service or by email. Notices shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or by email before or during City's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section. All notices shall be delivered to the parties at the following addresses.

City of Vernon:

Daniel Wall  
Director of Public Works  
City of Vernon  
4305 Santa Fe Avenue  
Vernon, California 90058  
Email: [dwall@ci.vernon.ca.us](mailto:dwall@ci.vernon.ca.us)

City of Maywood:

City Manager  
City of Maywood  
4319 E. Slauson  
Maywood, California 90270  
Fax: (323) 562-5712  
  
Email: [jennifer.vasquez@cityofmaywood.org](mailto:jennifer.vasquez@cityofmaywood.org)

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

CITY OF Vernon

By: \_\_\_\_\_  
Melissa Ybarra, Mayor

ATTEST:

This \_\_\_\_\_ day of \_\_\_\_\_, 2021

By: \_\_\_\_\_  
Lisa Pope, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Zaynah Moussa, Interim City Attorney

CITY OF Maywood

By: \_\_\_\_\_  
Ricardo Lara, Mayor

ATTEST:

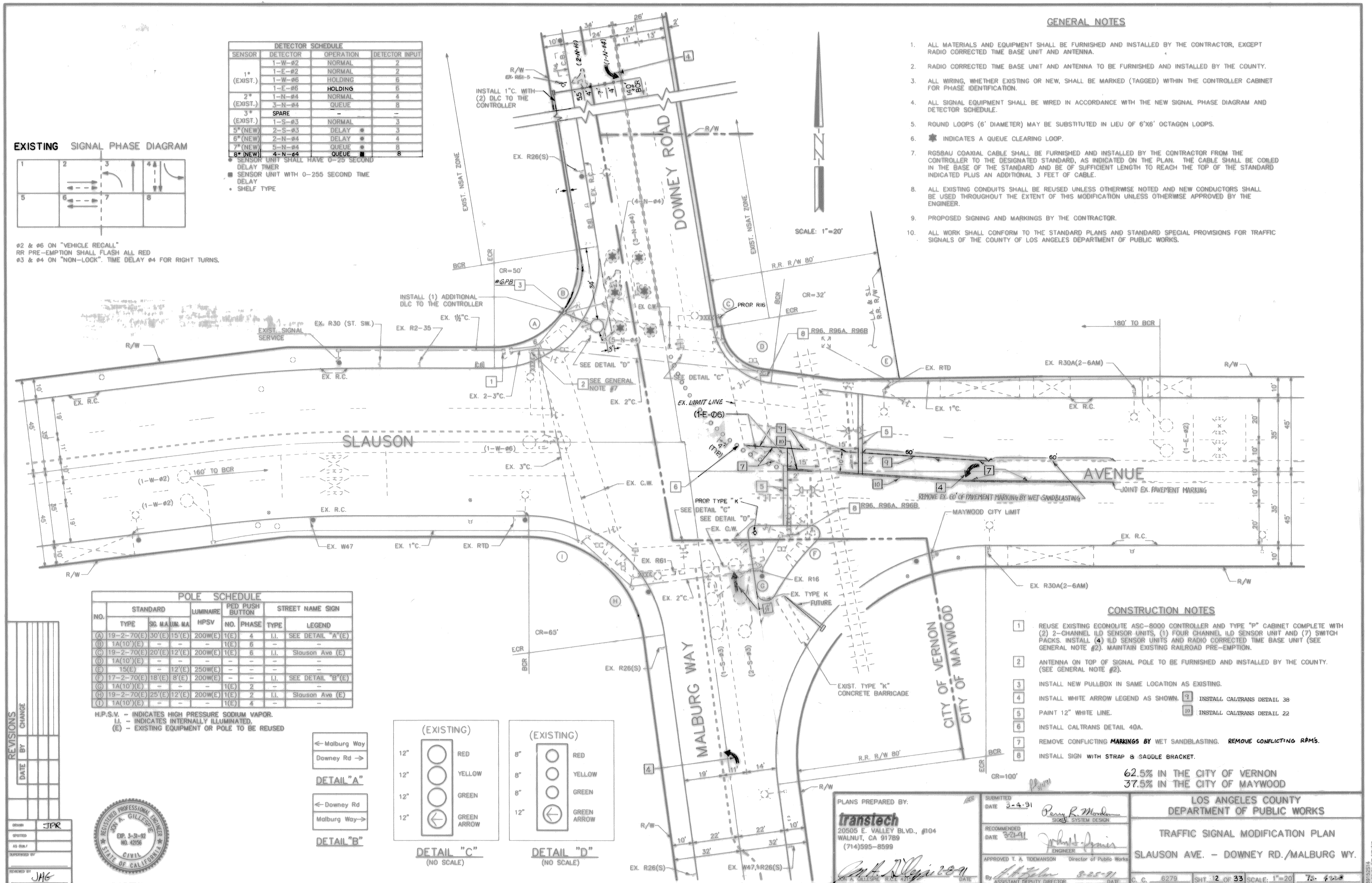
This \_\_\_\_\_ day of \_\_\_\_\_, 2021

By: \_\_\_\_\_  
Flor Aguila, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Roxanne Diaz, City Attorney







# City Council Agenda Item Report

Agenda Item No. COV-735-2021  
Submitted by: Adriana Ramos  
Submitting Department: Public Utilities  
Meeting Date: September 21, 2021

## **SUBJECT**

North American Energy Standards Board (NAESB) Base Contract for Sale and Purchase of Natural Gas

## **Recommendation:**

Approve and authorize the City Administrator to execute NAESB Contracts with (1) Citadel Energy Marketing LLC, (2) DTE Energy Trading, and (3) Twin Eagle Resource Management, LLC., in substantially the same form as submitted, for the purpose of buying and selling natural gas as needs dictate and in compliance with the general terms established in the contracts.

## **Background:**

The City of Vernon owns and operates a municipal natural gas distribution system for supplying the City's municipal electric system with natural gas and providing natural gas to businesses and industries within the City. The City desires to sell and purchase natural gas to or from Citadel Energy Marketing LLC, DTE Energy Trading, and Twin Eagle Resource Management, LLC., under general terms and conditions published by the NAESB. The City has determined that it is to the City's advantage, and in the public interest of the customers and residents of the City, to enter into contracts with these three providers for the purchase and sale of natural gas.

The contracts constitute general terms and conditions only and do not obligate the City to enter into a specific purchase or sale transaction; however, the result of fully executing the contracts will enable the City to transact with the providers. In addition to Citadel Energy Marketing LLC, DTE Energy Trading, and Twin Eagle Resource Management, LLC., the City has similar agreements in place with Sacramento Municipal Utility District (SMUD), BP Energy, Shell Energy, Southern California Gas Company, EDF Trading North America, LLC, Conoco Phillips, and Iberdrola.

The key objectives of each agreement are as follows:

- To expand the City's counterparty pool
- Create an opportunity for better pricing and liquidity
- To maximize trading capability

Staff recommends that the City Council consider the approval of the base NAESB Contracts with Citadel Energy Marketing LLC, DTE Energy Trading, and Twin Eagle Resource Management, LLC. to increase the pool of potential counter-parties with whom the City may transact. Pursuant to Vernon Municipal Code Section 2.17.12(A)(6), competitive bidding is not required because these are contracts for gas and/or electrical power for the City's power utility, and that it would be commercially unreasonable to procure the gas or electricity through standard bidding or request for proposal procedures.

The proposed Base Contracts for Sale and Purchase of Natural Gas and Special Provisions have been reviewed and approved by the City Attorney's Office.

**Fiscal Impact:**

The proposed NAESB Contracts will provide the City flexibility to buy and sell natural gas as needs dictate, potentially resulting in an advantageous financial position for the City. The exact financial impacts of the contracts are unknown at this time, although increasing the pool of potential counter-parties is expected to increase the probability of securing the best price point for natural gas.

**Attachments:**

1. Citadel Energy Marketing LLC Contract
2. DTE Energy Trading Contract
3. Twin Eagle Resource Management, LLC. Contract



# Base Contract for Sale and Purchase of Natural Gas

This Base Contract is entered into as of the following date: \_\_\_\_\_

The parties to this Base Contract are the following:

<b>PARTY A</b> <b>CITY OF VERNON</b>	<b>PARTY NAME</b>	<b>PARTY B</b> <b>CITADEL ENERGY MARKETING LLC</b>
Public Utilities Dept. 4305 Santa Fe Ave. Vernon, CA 90058	<b>ADDRESS</b>	c/o Citadel Enterprise Americas LLC 131 South Dearborn Street Chicago, IL 60603
www.cityofvernon.org	<b>BUSINESS WEBSITE</b>	www.citadel.com
	<b>CONTRACT NUMBER</b>	
060883022	<b>D-U-N-S® NUMBER</b>	079663087
<input checked="" type="checkbox"/> US FEDERAL: 95-6000808 <input type="checkbox"/> OTHER:	<b>TAX ID NUMBERS</b>	<input checked="" type="checkbox"/> US FEDERAL: 47-2100213 <input type="checkbox"/> OTHER:
California	<b>JURISDICTION OF ORGANIZATION</b>	Delaware
<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLP <input type="checkbox"/> LLC <input checked="" type="checkbox"/> Other: City of Vernon, a Chartered City and Municipal Corp. of the State of California	<b>COMPANY TYPE</b>	<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLP <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Other: _____
Not Applicable	<b>GUARANTOR (IF APPLICABLE)</b>	Not Applicable
<b>CONTACT INFORMATION</b>		
<b>ATTN:</b> Shawn Sharif & Efrain Sandoval <b>TEL#:</b> 323-826-1424 <b>FAX#:</b> 323-826-3629 <b>EMAIL:</b> <a href="mailto:ssharif@ci.vernon.ca.us">ssharif@ci.vernon.ca.us</a> & <a href="mailto:esandoval@ci.vernon.ca.us">esandoval@ci.vernon.ca.us</a>	<b>COMMERCIAL</b>	<b>ATTN:</b> _____ <b>TEL#:</b> _____ <b>FAX#:</b> _____ <b>EMAIL:</b> _____
<b>ATTN:</b> Shawn Sharif & Efrain Sandoval <b>TEL#:</b> 323-826-1424 <b>FAX#:</b> 323-826-3629 <b>EMAIL:</b> <a href="mailto:ssharif@ci.vernon.ca.us">ssharif@ci.vernon.ca.us</a> & <a href="mailto:esandoval@ci.vernon.ca.us">esandoval@ci.vernon.ca.us</a>	<b>SCHEDULING</b>	<b>ATTN:</b> _____ <b>TEL#:</b> _____ <b>FAX#:</b> _____ <b>EMAIL:</b> _____
<b>ATTN:</b> Zaynah Moussa <b>TEL#:</b> 323-583-8811 Ext. 839 <b>FAX#:</b> 323-826-1431 <b>EMAIL:</b> <a href="mailto:zmoussa@ci.vernon.ca.us">zmoussa@ci.vernon.ca.us</a>	<b>CONTRACT AND LEGAL NOTICES</b>	<b>ATTN:</b> Legal Department <b>TEL#:</b> 312-395-2100 <b>FAX#:</b> 312-267-7300 <b>EMAIL:</b> <a href="mailto:CitadelAgreementNotice@citadel.com">CitadelAgreementNotice@citadel.com</a>
<b>ATTN:</b> Javier Valdez <b>TEL#:</b> 323-583-8811 Ext. 825 <b>FAX#:</b> 323-826-1431 <b>EMAIL:</b> <a href="mailto:jvaldez@ci.vernon.ca.us">jvaldez@ci.vernon.ca.us</a>	<b>CREDIT</b>	<b>ATTN:</b> Energy Credit <b>TEL#:</b> 312-395-4370 <b>EMAIL:</b> <a href="mailto:EnergyCredit@citadel.com">EnergyCredit@citadel.com</a>
<b>ATTN:</b> Ruben Rodriguez <b>TEL#:</b> 323-583-8811 Ext. 275 <b>FAX#:</b> 323-826-3629 <b>EMAIL:</b> <a href="mailto:rrodriguez@ci.vernon.ca.us">rrodriguez@ci.vernon.ca.us</a>	<b>TRANSACTION CONFIRMATIONS</b>	<b>ATTN:</b> Energy Transaction Confirmations <b>TEL#:</b> 312-395-2846 <b>FAX:</b> 312-267-7771 <b>EMAIL:</b> <a href="mailto:Energy_Confirms@citadel.com">Energy_Confirms@citadel.com</a>
<b>ACCOUNTING INFORMATION</b>		
<b>ATTN:</b> City of Vernon Treasury Department <b>TEL#:</b> 323-583-8811 Ext. 227 <b>FAX#:</b> 323-826-3629 <b>EMAIL:</b> <a href="mailto:invoices@ci.vernon.ca.us">invoices@ci.vernon.ca.us</a>	<b>INVOICES</b> <b>PAYMENTS</b> <b>SETTLEMENTS</b>	<b>ATTN:</b> Energy Invoices <b>TEL#:</b> 312-395-2846 <b>EMAIL:</b> <a href="mailto:Energy_Invoicing@citadel.com">Energy_Invoicing@citadel.com</a>
<b>BANK:</b> _____ <b>ABA:</b> _____ <b>ACCT:</b> _____ <b>OTHER DETAILS:</b> _____	<b>WIRE TRANSFER NUMBERS (IF APPLICABLE)</b>	<b>BANK:</b> _____ <b>ABA:</b> _____ <b>ACCT:</b> _____ <b>OTHER DETAILS:</b> _____
<b>BANK:</b> _____ <b>ABA:</b> _____ <b>ACCT:</b> _____ <b>OTHER DETAILS:</b> _____	<b>ACH NUMBERS (IF APPLICABLE)</b>	<b>BANK:</b> _____ <b>ABA:</b> _____ <b>ACCT:</b> _____ <b>OTHER DETAILS:</b> _____
<b>ATTN:</b> _____ <b>TEL#:</b> _____ <b>FAX#:</b> _____ <b>EMAIL:</b> _____	<b>CHECKS (IF APPLICABLE)</b>	<b>ATTN:</b> _____ <b>ADDRESS:</b> _____

# Base Contract for Sale and Purchase of Natural Gas

(Continued)

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select the appropriate box(es) from each section:

<b>Section 1.2</b> <input checked="" type="checkbox"/> Oral (default) Transaction Procedure    OR <input type="checkbox"/> Written	<b>Section 10.2</b> <input checked="" type="checkbox"/> No Additional Events of Default (default) Additional Events of Default <input type="checkbox"/> Indebtedness Cross Default <input type="checkbox"/> <b>Party A:</b> _____ <input type="checkbox"/> <b>Party B:</b> _____  <input type="checkbox"/> Transactional Cross Default
<b>Section 2.7</b> <input checked="" type="checkbox"/> <u>Two (2)</u> Business Days after receipt (default) Confirm Deadline    OR <input type="checkbox"/> _____ Business Days after receipt	
<b>Section 2.8</b> <input type="checkbox"/> Seller (default) Confirming Party <input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Citadel Energy Marketing LLC	
<b>Section 3.2</b> <input checked="" type="checkbox"/> Cover Standard (default) Performance Obligation    OR <input type="checkbox"/> Spot Price Standard	<b>Section 10.3.1</b> <input checked="" type="checkbox"/> Early Termination Damages Apply (default) Early Termination Damages    OR <input type="checkbox"/> Early Termination Damages Do Not Apply
<b>Note: The following Spot Price Publication applies to both of the immediately preceding.</b>	
<b>Section 2.31</b> <input checked="" type="checkbox"/> Gas Daily Midpoint (default) Spot Price Publication    OR <input type="checkbox"/> _____	<b>Section 10.3.2</b> <input checked="" type="checkbox"/> Other Agreement Setoffs Apply (default) Other Agreement Setoffs <input checked="" type="checkbox"/> Bilateral (default) <input type="checkbox"/> Triangular OR <input type="checkbox"/> Other Agreement Setoffs Do Not Apply
<b>Section 6</b> <input checked="" type="checkbox"/> Buyer Pays At and After Delivery Point (default) Taxes    OR <input type="checkbox"/> Seller Pays Before and At Delivery Point	
<b>Section 7.2</b> <input checked="" type="checkbox"/> <b>25<sup>th</sup></b> Day of Month following Month of delivery (default) Payment Date    OR <input type="checkbox"/> 24th Day of Month following Month of delivery	<b>Section 15.5</b> <u>California</u> Choice of Law
<b>Section 7.2</b> <input checked="" type="checkbox"/> Wire transfer (default) Method of Payment <input type="checkbox"/> Automated Clearinghouse Credit (ACH) <input type="checkbox"/> Check	<b>Section 15.10</b> <input checked="" type="checkbox"/> Confidentiality applies (default) Confidentiality    OR <input type="checkbox"/> Confidentiality does not apply
<b>Section 7.7</b> <input checked="" type="checkbox"/> Netting applies (default) Netting    OR <input type="checkbox"/> Netting does not apply	
<input checked="" type="checkbox"/> <b>Special Provisions</b> Number of sheets attached:    5 <input type="checkbox"/> <b>Addendum(s):</b> _____	

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

<b>City of Vernon</b>	<i>PARTY NAME</i>	<b>CITADEL ENERGY MARKETING LLC</b>
By: _____	<i>SIGNATURE</i>	By: Citadel Advisors LLC, its Manager
<b>Carlos Fandino</b>	<i>PRINTED NAME</i>	By: _____
<b>City Administrator</b>	<i>TITLE</i>	

# General Terms and Conditions

## Base Contract for Sale and Purchase of Natural Gas

### SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. "Buyer" refers to the party receiving Gas and "Seller" refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.9.

**The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as indicated on the Base Contract.**

#### **Oral Transaction Procedure:**

1.2. The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation as the identification and authentication of Confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3 but must be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agreed to by the parties.

#### **Written Transaction Procedure:**

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3.

1.3. If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreement referred to in Section 1.2, such receiving party shall notify the sending party via facsimile, EDI or mutually agreeable electronic means by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party's agreement to the terms of the transaction described in the sending party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (ii) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract.

### SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein.

2.1. "Additional Event of Default" shall mean Transactional Cross Default or Indebtedness Cross Default, each as and if selected by the parties pursuant to the Base Contract.

2.2. "Affiliate" shall mean, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of at least 50 percent of the voting power of the entity or person.

- 2.3. "Alternative Damages" shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.
- 2.4. "Base Contract" shall mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein and any Special Provisions and addendum(s) as identified on page one.
- 2.5. "British thermal unit" or "Btu" shall mean the International BTU, which is also called the Btu (IT).
- 2.6. "Business Day(s)" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S.
- 2.7. "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Contract; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party's time zone, it shall be deemed received at the opening of the next Business Day.
- 2.8. "Confirming Party" shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party.
- 2.9. "Contract" shall mean the legally-binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, any and all transactions that the parties have entered into through an EDI transmission or by telephone, but that have not been confirmed in a binding Transaction Confirmation, all of which shall form a single integrated agreement between the parties.
- 2.10. "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a transaction.
- 2.11. "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a transaction.
- 2.12. "Cover Standard", as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party, obtain Gas, (or an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable for the delivery or production area, as applicable, consistent with: the amount of notice provided by the nonperforming party; the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the nonperforming party.
- 2.13. "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as cash, an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, guaranty, or other good and sufficient security of a continuing nature.
- 2.14. "Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by the Receiving Transporter in a particular transaction.
- 2.15. "Delivery Period" shall be the period during which deliveries are to be made as agreed to by the parties in a transaction.
- 2.16. "Delivery Point(s)" shall mean such point(s) as are agreed to by the parties in a transaction.
- 2.17. "EDI" shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations under this Contract.
- 2.18. "EFP" shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm", provided that a party's excuse for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.
- 2.19. "Firm" shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.
- 2.20. "Gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 2.21. "Guarantor" shall mean any entity that has provided a guaranty of the obligations of a party hereunder.
- 2.22. "Imbalance Charges" shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.
- 2.23. "Indebtedness Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it or its Guarantor, if any, experiences a default, or similar condition or event however therein defined, under one or more agreements or instruments, individually or collectively, relating to indebtedness (such indebtedness to include any obligation whether present or future, contingent or otherwise, as principal or surety or otherwise) for the payment or repayment of borrowed money in an aggregate amount greater than the threshold specified in the Base Contract with respect to such party or its Guarantor, if any, which results in such indebtedness becoming immediately due and payable.

- 2.24. "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.
- 2.25. "MMBtu" shall mean one million British thermal units, which is equivalent to one dekatherm.
- 2.26. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.
- 2.27. "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.
- 2.28. "Receiving Transporter" shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.
- 2.29. "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.
- 2.30. "Specified Transaction(s)" shall mean any other transaction or agreement between the parties for the purchase, sale or exchange of physical Gas, and any other transaction or agreement identified as a Specified Transaction under the Base Contract.
- 2.31. "Spot Price" as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day; provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.
- 2.32. "Transaction Confirmation" shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.
- 2.33. "Transactional Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it shall be in default, however therein defined, under any Specified Transaction.
- 2.34. "Termination Option" shall mean the option of either party to terminate a transaction in the event that the other party fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.
- 2.35. "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

### SECTION 3. PERFORMANCE OBLIGATION

- 3.1. Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis, as agreed to by the parties in a transaction.

**The parties have selected either the "Cover Standard" or the "Spot Price Standard" as indicated on the Base Contract.**

#### **Cover Standard:**

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s) excluding any quantity for which no replacement is available; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s) excluding any quantity for which no sale is available; and (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available for all or any portion of the Contract Quantity of Gas, then in addition to (i) or (ii) above, as applicable, the sole and exclusive remedy of the performing party with respect to the Gas not replaced or sold shall be an amount equal to any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the quantity of such Gas not replaced or sold. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

#### **Spot Price Standard:**

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied



by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

3.3. Notwithstanding Section 3.2, the parties may agree to Alternative Damages in a Transaction Confirmation executed in writing by both parties.

3.4. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

## SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

4.1. Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

4.2. The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3. The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantities of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

## SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

## SECTION 6. TAXES

**The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as indicated on the Base Contract.**

### **Buyer Pays At and After Delivery Point:**

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

### **Seller Pays Before and At Delivery Point:**

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

## SECTION 7. BILLING, PAYMENT, AND AUDIT

7.1. Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 10 Days after receipt of the invoice by Buyer; provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.

7.3. In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the nonperforming party for an accelerated payment setting forth the basis upon which the invoiced amount was calculated. Payment from the nonperforming party will be due five Business Days after receipt of invoice.

7.4. If the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed without undue delay. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced party fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

7.6. A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments under Section 7 shall be paid in full by the party owing payment within 30 Days of Notice and substantiation of such inaccuracy.

7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7; provided that no payment required to be made pursuant to the terms of any Credit Support Obligation or pursuant to Section 7.3 shall be subject to netting under this Section. If the parties have executed a separate netting agreement, the terms and conditions therein shall prevail to the extent inconsistent herewith.

## SECTION 8. TITLE, WARRANTY, AND INDEMNITY

8.1. Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and assume any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 8.2 AND IN SECTION 15.8, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

8.3. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury (including death) or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury (including death) or property damage from said Gas or other charges thereon which attach after title passes to Buyer.

8.4. The parties agree that the delivery of and the transfer of title to all Gas under this Contract shall take place within the Customs Territory of the United States (as defined in general note 2 of the Harmonized Tariff Schedule of the United States 19 U.S.C. §1202, General Notes, page 3); provided, however, that in the event Seller took title to the Gas outside the Customs Territory of the United States, Seller represents and warrants that it is the importer of record for all Gas entered and delivered into the United States, and shall be responsible for entry and entry summary filings as well as the payment of duties, taxes and fees, if any, and all applicable record keeping requirements.

8.5. Notwithstanding the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5.

## SECTION 9. NOTICES

9.1. All Transaction Confirmations, invoices, payment instructions, and other communications made pursuant to the Base Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.

9.2. All Notices required hereunder shall be in writing and may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.

9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.

9.4. The party receiving a commercially acceptable Notice of change in payment instructions or other payment information shall not be obligated to implement such change until ten Business Days after receipt of such Notice.

## SECTION 10. FINANCIAL RESPONSIBILITY

10.1. If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y or its Guarantor, if applicable), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to X, including, but not limited to cash, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or guaranty. Y hereby grants to X a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of Performance in the form of cash transferred by Y to X pursuant to this Section 10.1. Upon the return by X to Y of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party.

10.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its Guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Support Obligations relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party; (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Notice that such payment is due; or ix) be the affected party with respect to any Additional Event of Default; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder.

10.3. If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the "Early Termination Date") for the liquidation and termination pursuant to Section 10.3.1 of all transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other than those transactions, if any, that may not be liquidated and terminated under applicable law ("Excluded Transactions"), which Excluded Transactions must be liquidated and terminated as soon thereafter as is legally permissible, and upon termination shall be a Terminated Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10.3.1.

**The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do Not Apply" as indicated on the Base Contract.**

### **Early Termination Damages Apply:**

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract and (ii) the Market Value, as defined below, of each Terminated Transaction. The Non-Defaulting Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

For purposes of this Section 10.3.1, "Contract Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Market Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Contract Values and Market Values. For the avoidance of doubt, any option pursuant to which one party has the right to extend the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

### **Early Termination Damages Do Not Apply:**

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other



applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract.

**The parties have selected either "Other Agreement Setoffs Apply" or "Other Agreement Setoffs Do Not Apply" as indicated on the Base Contract.**

**Other Agreement Setoffs Apply:**

**Bilateral Setoff Option:**

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff any Net Settlement Amount against (i) any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; and (ii) any amount(s) (including any excess cash margin or excess cash collateral) owed or held by the party that is entitled to the Net Settlement Amount under any other agreement or arrangement between the parties.

**Triangular Setoff Option:**

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option, and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff (i) any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; (ii) any Net Settlement Amount against any amount(s) (including any excess cash margin or excess cash collateral) owed by or to a party under any other agreement or arrangement between the parties; (iii) any Net Settlement Amount owed to the Non-Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Non-Defaulting Party or its Affiliates to the Defaulting Party under any other agreement or arrangement; (iv) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party to the Non-Defaulting Party or its Affiliates under any other agreement or arrangement; and/or (v) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party or its Affiliates to the Non-Defaulting Party under any other agreement or arrangement.

**Other Agreement Setoffs Do Not Apply:**

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract.

10.3.3. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 10.3.2 is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 10.3.2 shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

10.4. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of the Net Settlement Amount, provided that failure to give such Notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount as well as any setoffs applied against such amount pursuant to Section 10.3.2, shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount as adjusted by setoffs, shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

10.5. The parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.

10.6. The Non-Defaulting Party's remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Contract.

10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions therein shall prevail to the extent inconsistent herewith.

## SECTION 11. FORCE MAJEURE

11.1. Except with regard to a party's obligation to make payment(s) due under Section 7, Section 10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.

11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, Seller's ability to sell Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Contract; (iv) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

## SECTION 12. TERM

This Contract may be terminated on 30 Day's written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6, Section 10, Section 13, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction.

## SECTION 13. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

## SECTION 14. MARKET DISRUPTION

If a Market Disruption Event has occurred then the parties shall negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the affected Day, and if the parties have not so agreed on or before the second Business Day following the affected Day then the replacement price for the Floating Price shall be determined within the next two following Business Days with each party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of Gas for the affected Day of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the four quotes. If either party fails to provide two quotes then the average of the other party's two quotes shall determine the replacement price for the Floating Price. "Floating Price" means the price or a factor of the price agreed to in the transaction as being based upon a specified index. "Market Disruption Event" means, with respect to an index specified for a transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuance or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) both parties agree that a material change in the formula for or the method of determining the Floating Price has occurred. For the purposes of the calculation of a replacement price for the Floating Price, all numbers shall be rounded to three decimal places. If the fourth decimal number is five or greater, then the third decimal number shall be increased by one and if the fourth decimal number is less than five, then the third decimal number shall remain unchanged.

## SECTION 15. MISCELLANEOUS

15.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or Affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.

15.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

15.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

15.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.

15.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

15.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof.

15.7. There is no third party beneficiary to this Contract.

15.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

15.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

15.10. Unless the parties have elected on the Base Contract not to make this Section 15.10 applicable to this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Contract, (iii) to the extent necessary to implement any transaction, (iv) to the extent necessary to comply with a regulatory agency's reporting requirements including but not limited to gas cost recovery proceedings; or (v) to the extent such information is delivered to such third party for the sole purpose of calculating a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Section 13, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure, and shall cooperate (consistent with the disclosing party's legal obligations) with the other party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other party.

15.11. The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or in a Transaction Confirmation executed in writing by both parties

15.12. Any original executed Base Contract, Transaction Confirmation or other related document may be digitally copied, photocopied, or stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, the Transaction Confirmation, if introduced as evidence in automated facsimile form, the recording, if introduced as evidence in its original form, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of the recording, the Transaction Confirmation, or the Imaged Agreement on the basis that such were not originated or maintained in documentary form. However, nothing herein shall be construed as a waiver of any other objection to the admissibility of such evidence.

**DISCLAIMER:** The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. Further, NAESB does not mandate the use of this Contract by any party. **NAESB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT NAESB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL NAESB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT.**

TRANSACTION CONFIRMATION  
FOR IMMEDIATE DELIVERY

EXHIBIT A

Letterhead/Logo	Date: _____, ____ Transaction Confirmation #: _____	
This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.		
<b>SELLER:</b> _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____	<b>BUYER:</b> _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____	
Contract Price: \$ _____/MMBtu or _____		
Delivery Period: Begin: _____, ____ End: _____, ____		
<b>Performance Obligation and Contract Quantity:</b> (Select One)		
<b>Firm (Fixed Quantity):</b> _____ MMBtus/day <input type="checkbox"/> EFP	<b>Firm (Variable Quantity):</b> _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of <input type="checkbox"/> Buyer or <input type="checkbox"/> Seller	<b>Interruptible:</b> Up to _____ MMBtus/day
<b>Delivery Point(s):</b> _____ (If a pooling point is used, list a specific geographic and pipeline location):		
<b>Special Conditions:</b>		
Seller: _____ By: _____ Title: _____ Date: _____	Buyer: _____ By: _____ Title: _____ Date: _____	

Special Provisions  
To the NAESB Base Contract for Sale and Purchase of Natural Gas  
Between  
City of Vernon, a chartered City and Municipal Corporation of the State of California ("Party A")  
And  
Citadel Energy Marketing LLC ("Party B")

The amendments to the Base Contract for Sale and Purchase of Natural Gas ("Contract") set forth in these Special Provisions shall supplement and form part of the Contract and shall govern with respect to any conflicting or inconsistent provision in the Contract. Except as amended, the Contract shall remain in full force and effect. All Gas transactions are entered into in reliance on the fact that the Contract, each and all Gas transactions hereunder, and each and all Transaction Confirmations together constitute a single agreement between the parties. All Gas transactions in effect on the date hereof, and all Gas transactions entered into between the parties on or after the date hereof, shall be governed by this Contract. The parties expressly intend that this Contract govern all transactions for the purchase and sale of Gas between them.

1. Section 10.1 shall be amended as follows:

(a) Deleting the second sentence and replacing it with the following:

"Adequate Assurance of Performance" shall be in an amount not to exceed Net Exposure and shall mean security in the form of cash or a letter of credit in form and substance acceptable to X. Y shall transfer Adequate Assurance of Performance requested in accordance with this Contract by X within five (5) business days following demand. To the extent there is a disagreement as to the amount of Adequate Assurance of Performance to be transferred hereunder, undisputed amounts shall be transferred as otherwise provided hereunder and the parties shall act in good faith and in an expeditious manner to reconcile such differences.

(b) Adding the following at the end of Section 10.1:

Upon or after the designation of an Early Termination Date by X, X may draw on any outstanding letter of credit in an amount that is equal to all amounts that are due and owing from Y but have not yet been paid to X within the time allowed for such payments under this Contract (including any related notice or grace period) in accordance with the specific requirements of the letter of credit.

Notwithstanding any provisions of applicable law, the parties agree that they shall only be entitled to request Adequate Assurance of Performance as specifically provided in this Contract.

"Net Exposure" shall mean, on any given day, an amount equal to the positive value of the Net Settlement Amount that would be owed to X from Y if an Early

Termination Date occurred and all transactions terminated less any Posted Support (without giving effect to any rights which allow for setoff of obligations not arising from this Contract).

“Posted Support” means Adequate Assurance of Performance or any margin or other collateral transferred to X in connection with the Contract.

2. Section 10.2 shall be amended as follows:

- (a) clause (vi) is amended by inserting the phrase “on or before the fifth Business Day following written Notice of such failure by the other party” at the end thereof; and
- (b) by adding the following clause after the words "suspend deliveries or payments": "in respect of all, but not less than all transactions under the Contract, provided, however, in no event shall any such suspension or withholding continue for longer than ten (10) Business Days unless an Early Termination Date has been designated pursuant to Section 10.3,".

3. Section 10.3.1 is amended as follows:

- (a) by adding the following clause at the end of the parenthetical in the fourth line thereof: "and any amounts that would have become payable but for the exercise by the Non-Defaulting Party of its right to withhold and/or suspend payments under Section 10.2";
- (b) by inserting at the end of the definition of “Market Value” the following parenthetical: “(including obligations which would have been required to be settled by physical delivery but for the exercise by the Non-Defaulting Party of its right to withhold and/or suspend deliveries under Section 10.2)”; and
- (c) by replacing the word "may" with the word "shall" in the fourth line of the second paragraph thereof.

4. Section 11.1 is amended by inserting after the words “claiming suspension” in last sentence thereof, the words “preventing the party from making or taking delivery of Gas at the Delivery Point”.

5. Section 11.2 is amended by inserting after the words “shall make” in the last sentence thereof, the word “commercially”.

6. Section 15.8 is amended by adding the following at the end thereof:



“In addition, each party to this Contract makes the following representations, which representations will be deemed to be repeated by each party on each date on which a transaction hereunder is entered into:

(a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

(b) it has all governmental and regulatory approval necessary for it to legally perform its obligations under this Base Contract and each transaction hereunder;

(c) the execution, delivery and performance of this Base Contract and each transaction hereunder are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like to which it is subject; and

(d) this Contract, each transaction hereunder, and each other document executed and delivered in accordance with this Contract constitutes its legally valid and binding obligations enforceable against it in accordance with their respective terms (subject to applicable bankruptcy, reorganization, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application regardless of whether enforcement is sought in a proceeding in equity or at law).

7. Section 15.10 is amended as follows:

(a) Section 15.10 shall be amended by deleting the words “Subject to Section 13” and replacing them with “Notwithstanding Section 13” and adding the following to the end of the sentence “including without limitation consequential or indirect damages.

(b) The last paragraph of Section 15.10 is deleted and replaced:

“Notwithstanding the foregoing, “Party B” acknowledges that (a) City of Vernon is a municipality subject to the requirements of the Brown Act and the California Public Records Act (“CPRA”), and (b) City of Vernon may be required to disclose certain information regarding the terms of any transaction hereunder between the parties to the public as part of its approval process. If the City of Vernon receives a request for information concerning this Base Contract or the terms of any transaction hereunder between the parties under the CPRA, City of Vernon will notify Party B prior to the date of the required disclosure as to the nature of the request or requirement and City of Vernon’s interpretation of the applicable



disclosure requirements. "Party B" will have the sole obligation at its sole expense to seek a protective order or other appropriate remedy to prevent disclosure."

8. Section 15 shall be amended by adding the following as Section 15.13:

"15.13. WAIVER OF TRIAL BY JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDINGS IN RELATION TO THIS CONTRACT."

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed these Special Provisions to supplement and, where applicable, to modify and supersede the Base Contract by and between the parties.

**CITY OF VERNON (Party A)**

By: \_\_\_\_\_

Name: Carlos Fandino

Title: City Administrator

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

**CITADEL ENERGY MARKETING LLC**

By: Citadel Advisors LLC, its Manager (**Party B**)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Lisa Pope, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Zaynah N. Moussa, Interim City Attorney

# Base Contract for Sale and Purchase of Natural Gas

This Base Contract is entered into as of the following date: July 13, 2021

The parties to this Base Contract are the following:

PARTY A DTE Energy Trading, Inc.	PARTY NAME	PARTY B
414 South Main Street, Suite 200 Ann Arbor, MI 48104	ADDRESS	4305 Santa Fe Ave. Vernon, CA 90058
www.dteenergy.com	BUSINESS WEBSITE	www.cityofvernon.org
	CONTRACT NUMBER	
17-998-9231	D-U-N-S® NUMBER	060883022
X US FEDERAL: 38-3323526 <input type="checkbox"/> OTHER:	TAX ID NUMBERS	<input checked="" type="checkbox"/> US FEDERAL: 95-6000808 <input type="checkbox"/> OTHER:
Michigan	JURISDICTION OF ORGANIZATION	California
X Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> Other: _____	COMPANY TYPE	<input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input checked="" type="checkbox"/> Other: City of Vernon, a Chartered City and Municipal Corp. of the State of California
	GUARANTOR (IF APPLICABLE)	
<b>CONTACT INFORMATION</b>		
414 South Main Street, Suite 200, Ann Arbor, MI 48104 ATTN: Sahand Saberi TEL#: 734-887-4197 FAX#: _____ EMAIL:sahand.saberi@dteenergy.com	▪ COMMERCIAL	ATTN: <u>Shawn Sharif &amp; Efrain Sandoval</u> TEL#: 323-826-1424 FAX#: 323-826-3629 EMAIL: <a href="mailto:ssharif@ci.vernon.ca.us">ssharif@ci.vernon.ca.us</a> & <a href="mailto:esandoval@ci.vernon.ca.us">esandoval@ci.vernon.ca.us</a>
414 South Main Street, Suite 200, Ann Arbor, MI 48104 ATTN: Margo Pardi, Director of Gas Operations TEL#: 734-887-4015 FAX#: 734-887-4060 EMAIL: marguerite.pardi@dteenergy.com 24 HR#: 800-506-9857	▪ SCHEDULING	ATTN: <u>Shawn Sharif &amp; Efrain Sandoval</u> TEL#: 323-826-1424 FAX#: 323-826-3629 EMAIL: <a href="mailto:ssharif@ci.vernon.ca.us">ssharif@ci.vernon.ca.us</a> & <a href="mailto:esandoval@ci.vernon.ca.us">esandoval@ci.vernon.ca.us</a> 24 HR# 323-826-1461
414 South Main Street, Suite 200, Ann Arbor, MI 48104 ATTN: Don Richmond, Head of Contract Administration TEL#: 734-887-2161 FAX#: 734-887-4061 EMAIL: DTE_Contract_Admin@dteenergy.com Dodd Frank Issues: ATTN: Carl Borghi, Risk Mgr – Trading & Mkting FERC Gas TEL#: 734-887-2134 FAX#: 734-887-4065 EMAIL: carl.borghi@dteenergy.com	▪ CONTRACT AND LEGAL NOTICES	ATTN: <u>Zaynah Moussa</u> TEL#: 323-583-8811 Ext.839 FAX#: 323-826-1431 EMAIL: <a href="mailto:zmoussa@ci.vernon.ca.us">zmoussa@ci.vernon.ca.us</a>
414 South Main Street, Suite 200, Ann Arbor, MI 48104 ATTN: Credit Risk Management TEL#: 734-887-4204 FAX#: 734-887-4065 EMAIL: Franklin.Roberts@dteenergy.com	▪ CREDIT	ATTN: <u>Javier Valdez</u> TEL#: 323-583-8811 Ext.825 FAX#: 323-826-1431 EMAIL: <a href="mailto:jvaldez@ci.vernon.ca.us">jvaldez@ci.vernon.ca.us</a>
414 South Main Street, Suite 200, Ann Arbor, MI 48104 ATTN: Evan McMurray, Deal Assistant TEL#: 734-887-4035 FAX#: 734-887-4062 EMAIL: DTE_CONFIRMS@dteenergy.com	▪ TRANSACTION CONFIRMATIONS	ATTN: <u>Ruben Rodriguez</u> TEL#: 323-583-8811 Ext: 275 FAX#: 323-826-3629 EMAIL: <a href="mailto:rrodriguez@ci.vernon.ca.us">rrodriguez@ci.vernon.ca.us</a>

## ACCOUNTING INFORMATION

414 South Main Street, Suite 200, Ann Arbor, MI 48104 ATTN: <i>Bina Desai Sr. Business Associate</i> TEL#: 734-887-2080      FAX#: 734-887-2140 EMAIL: DTE_GAS_STTLMTS@dteenergy.com	<ul style="list-style-type: none"> <li>▪ <b>INVOICES</b></li> <li>▪ <b>PAYMENTS</b></li> <li>▪ <b>SETTLEMENTS</b></li> </ul>	ATTN: <u>City of Vernon Treasury Department</u> TEL#: <u>323-583-8811 Ext: 227</u> FAX#: <u>323-826-3629</u> EMAIL: <a href="mailto:invoices@ci.vernon.ca.us">invoices@ci.vernon.ca.us</a>
BANK: <span style="background-color: black; color: black;">XXXXXXXXXX</span> ABA: <span style="background-color: black; color: black;">XXXXXX</span> Account No: <span style="background-color: black; color: black;">XXXXXXXXXX</span> OTHER DETAILS:	<b>WIRE TRANSFER NUMBERS (IF APPLICABLE)</b>	BANK: _____ ABA: _____      ACCT: _____ OTHER DETAILS: _____
BANK: <span style="background-color: black; color: black;">XXXXXXXXXX</span> ABA: <span style="background-color: black; color: black;">XXXXXX</span> Account No: <span style="background-color: black; color: black;">XXXXXXXXXX</span> OTHER DETAILS	<b>ACH NUMBERS (IF APPLICABLE)</b>	BANK: <span style="background-color: black; color: black;">XXXXXXXXXX</span> ABA: <span style="background-color: black; color: black;">XXXXXX</span> ACCT: <span style="background-color: black; color: black;">XXXXXXXXXX</span> OTHER DETAILS: <span style="background-color: black; color: black;">XXXXXXXXXX</span>
ATTN: _____ ADDRESS: _____ _____	<b>CHECKS (IF APPLICABLE)</b>	ATTN: _____ ADDRESS: _____ _____

# Base Contract for Sale and Purchase of Natural Gas

(Continued)

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select the appropriate box(es) from each section:

<b>Section 1.2</b> Transaction Procedure <input checked="" type="checkbox"/> Oral (default) OR <input type="checkbox"/> Written	<b>Section 10.2</b> <input checked="" type="checkbox"/> No Additional Events of Default (default) Additional Events of Default <input type="checkbox"/> Indebtedness Cross Default <input type="checkbox"/> Party A: <input type="checkbox"/> Party B: <input type="checkbox"/> Transactional Cross Default <u>Specified Transactions:</u>
<b>Section 2.7</b> Confirm Deadline <input checked="" type="checkbox"/> 2 Business Days after receipt (default) OR <input type="checkbox"/> ____ Business Days after receipt	
<b>Section 2.8</b> Confirming Party <input checked="" type="checkbox"/> Seller (default) OR <input type="checkbox"/> Buyer <input type="checkbox"/> _____	
<b>Section 3.2</b> Performance Obligation <input checked="" type="checkbox"/> Cover Standard (default) OR <input type="checkbox"/> Spot Price Standard	<b>Section 10.3.1</b> <input checked="" type="checkbox"/> Early Termination Damages Apply (default) Early Termination Damages    OR <input type="checkbox"/> Early Termination Damages Do Not Apply
<b>Note: The following Spot Price Publication applies to both of the immediately preceding.</b>	
<b>Section 2.31</b> Spot Price Publication <input checked="" type="checkbox"/> Gas Daily Midpoint (default) OR <input type="checkbox"/> _____	<b>Section 10.3.2</b> <input checked="" type="checkbox"/> Other Agreement Setoffs Apply (default) Other Agreement Setoffs <input checked="" type="checkbox"/> Bilateral (default) <input type="checkbox"/> Triangular OR <input type="checkbox"/> Other Agreement Setoffs Do Not Apply
<b>Section 6</b> Taxes <input checked="" type="checkbox"/> Buyer Pays At and After Delivery Point (default) OR <input type="checkbox"/> Seller Pays Before and At Delivery Point	
<b>Section 7.2</b> Payment Date <input checked="" type="checkbox"/> 25 <sup>th</sup> Day of Month following Month of delivery (default) OR <input type="checkbox"/> Day of Month following Month of delivery	<b>Section 15.5</b> <u>California</u> Choice of Law
<b>Section 7.2</b> Method of Payment <input type="checkbox"/> Wire transfer (default) <input checked="" type="checkbox"/> Automated Clearinghouse Credit (ACH) <input type="checkbox"/> Check	<b>Section 15.10</b> <input checked="" type="checkbox"/> Confidentiality applies (default) Confidentiality    OR <input type="checkbox"/> Confidentiality does not apply
<b>Section 7.7</b> Netting <input checked="" type="checkbox"/> Netting applies (default) OR <input type="checkbox"/> Netting does not apply	
<b>X Special Provisions</b> Number of sheets attached: 3 (three) <b>Addendum(s):</b>	

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

<b>DTE ENERGY TRADING, INC.</b>	<i>PARTY NAME</i>	<b>City of Vernon</b>
By: _____	<i>SIGNATURE</i>	By: _____
	<i>PRINTED NAME</i>	<b>Carlos Fandino</b>
	<i>TITLE</i>	<b>City Administrator</b>

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa Pope, City Clerk

\_\_\_\_\_  
Zaynah N. Moussa, Interim City Attorney

# General Terms and Conditions

## Base Contract for Sale and Purchase of Natural Gas

### SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. "Buyer" refers to the party receiving Gas and "Seller" refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.9.

**The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as indicated on the Base Contract.**

#### **Oral Transaction Procedure:**

1.2. The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation as the identification and authentication of Confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3 but must be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agreed to by the parties.

#### **Written Transaction Procedure:**

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3.

1.3. If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreement referred to in Section 1.2, such receiving party shall notify the sending party via facsimile, EDI or mutually agreeable electronic means by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party's agreement to the terms of the transaction described in the sending party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (ii) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract.

### SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein.

2.1. "Additional Event of Default" shall mean Transactional Cross Default or Indebtedness Cross Default, each as and if selected by the parties pursuant to the Base Contract.

2.2. "Affiliate" shall mean, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of at least 50 percent of the voting power of the entity or person.

- 2.3. "Alternative Damages" shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.
- 2.4. "Base Contract" shall mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein and any Special Provisions and addendum(s) as identified on page one.
- 2.5. "British thermal unit" or "Btu" shall mean the International BTU, which is also called the Btu (IT).
- 2.6. "Business Day(s)" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S.
- 2.7. "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Contract; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party's time zone, it shall be deemed received at the opening of the next Business Day.
- 2.8. "Confirming Party" shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party.
- 2.9. "Contract" shall mean the legally-binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, any and all transactions that the parties have entered into through an EDI transmission or by telephone, but that have not been confirmed in a binding Transaction Confirmation, all of which shall form a single integrated agreement between the parties.
- 2.10. "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a transaction.
- 2.11. "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a transaction.
- 2.12. "Cover Standard", as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party, obtain Gas, (or an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable for the delivery or production area, as applicable, consistent with: the amount of notice provided by the nonperforming party; the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the nonperforming party.
- 2.13. "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as cash, an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, guaranty, or other good and sufficient security of a continuing nature.
- 2.14. "Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by the Receiving Transporter in a particular transaction.
- 2.15. "Delivery Period" shall be the period during which deliveries are to be made as agreed to by the parties in a transaction.
- 2.16. "Delivery Point(s)" shall mean such point(s) as are agreed to by the parties in a transaction.
- 2.17. "EDI" shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations under this Contract.
- 2.18. "EFP" shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm", provided that a party's excuse for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.
- 2.19. "Firm" shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.
- 2.20. "Gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 2.21. "Guarantor" shall mean any entity that has provided a guaranty of the obligations of a party hereunder.
- 2.22. "Imbalance Charges" shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.
- 2.23. "Indebtedness Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it or its Guarantor, if any, experiences a default, or similar condition or event however therein defined, under one or more agreements or instruments, individually or collectively, relating to indebtedness (such indebtedness to include any obligation whether present or future, contingent or otherwise, as principal or surety or otherwise) for the payment or repayment of borrowed money in an aggregate amount greater than the threshold specified in the Base Contract with respect to such party or its Guarantor, if any, which results in such indebtedness becoming immediately due and payable.
- 2.24. "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance



Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.

2.25. "MMBtu" shall mean one million British thermal units, which is equivalent to one dekatherm.

2.26. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.

2.27. "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.

2.28. "Receiving Transporter" shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.

2.29. "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.

2.30. "Specified Transaction(s)" shall mean any other transaction or agreement between the parties for the purchase, sale or exchange of physical Gas, and any other transaction or agreement identified as a Specified Transaction under the Base Contract.

2.31. "Spot Price" as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day; provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.

2.32. "Transaction Confirmation" shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.

2.33. "Transactional Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it shall be in default, however therein defined, under any Specified Transaction.

2.34. "Termination Option" shall mean the option of either party to terminate a transaction in the event that the other party fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.

2.35. "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

### SECTION 3. PERFORMANCE OBLIGATION

3.1. Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis, as agreed to by the parties in a transaction.

**The parties have selected either the "Cover Standard" or the "Spot Price Standard" as indicated on the Base Contract.**

#### **Cover Standard:**

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s) excluding any quantity for which no replacement is available; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s) excluding any quantity for which no sale is available; and (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available for all or any portion of the Contract Quantity of Gas, then in addition to (i) or (ii) above, as applicable, the sole and exclusive remedy of the performing party with respect to the Gas not replaced or sold shall be an amount equal to any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the quantity of such Gas not replaced or sold. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

#### **Spot Price Standard:**

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s),



multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

3.3. Notwithstanding Section 3.2, the parties may agree to Alternative Damages in a Transaction Confirmation executed in writing by both parties.

3.4. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

## SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

4.1. Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

4.2. The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3. The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantities of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

## SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

## SECTION 6. TAXES

**The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as indicated on the Base Contract.**

### **Buyer Pays At and After Delivery Point:**

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

### **Seller Pays Before and At Delivery Point:**

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

## SECTION 7. BILLING, PAYMENT, AND AUDIT

7.1. Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 10 Days after receipt of the invoice by Buyer; provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.

7.3. In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the nonperforming party for an accelerated payment setting forth the basis upon which the invoiced amount was calculated. Payment from the nonperforming party will be due five Business Days after receipt of invoice.

7.4. If the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed without undue delay. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced party fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

7.6. A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments under Section 7 shall be paid in full by the party owing payment within 30 Days of Notice and substantiation of such inaccuracy.

7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7; provided that no payment required to be made pursuant to the terms of any Credit Support Obligation or pursuant to Section 7.3 shall be subject to netting under this Section. If the parties have executed a separate netting agreement, the terms and conditions therein shall prevail to the extent inconsistent herewith.

## SECTION 8. TITLE, WARRANTY, AND INDEMNITY

8.1. Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and assume any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 8.2 AND IN SECTION 15.8, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

8.3. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury (including death) or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury (including death) or property damage from said Gas or other charges thereon which attach after title passes to Buyer.

8.4. The parties agree that the delivery of and the transfer of title to all Gas under this Contract shall take place within the Customs Territory of the United States (as defined in general note 2 of the Harmonized Tariff Schedule of the United States 19 U.S.C. §1202, General Notes, page 3); provided, however, that in the event Seller took title to the Gas outside the Customs Territory of the United States, Seller represents and warrants that it is the importer of record for all Gas entered and delivered into the United States, and shall be responsible for entry and entry summary filings as well as the payment of duties, taxes and fees, if any, and all applicable record keeping requirements.

8.5. Notwithstanding the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5.

## SECTION 9. NOTICES

9.1. All Transaction Confirmations, invoices, payment instructions, and other communications made pursuant to the Base Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.

9.2. All Notices required hereunder shall be in writing and may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.

9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.

9.4. The party receiving a commercially acceptable Notice of change in payment instructions or other payment information shall not be obligated to implement such change until ten Business Days after receipt of such Notice.

## SECTION 10. FINANCIAL RESPONSIBILITY

10.1. If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y or its Guarantor, if applicable), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to X, including, but not limited to cash, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or guaranty. Y hereby grants to X a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of Performance in the form of cash transferred by Y to X pursuant to this Section 10.1. Upon the return by X to Y of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party.

10.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its Guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Support Obligations relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party; (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Notice that such payment is due; or ix) be the affected party with respect to any Additional Event of Default; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder.

10.3. If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the "Early Termination Date") for the liquidation and termination pursuant to Section 10.3.1 of all transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other than those transactions, if any, that may not be liquidated and terminated under applicable law ("Excluded Transactions"), which Excluded Transactions must be liquidated and terminated as soon thereafter as is legally permissible, and upon termination shall be a Terminated Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10.3.1.

**The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do Not Apply" as indicated on the Base Contract.**

**Early Termination Damages Apply:**

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract and (ii) the Market Value, as defined below, of each Terminated Transaction. The Non-Defaulting Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

For purposes of this Section 10.3.1, "Contract Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Market Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Contract Values and Market Values. For the avoidance of doubt, any option pursuant to which one party has the right to extend the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.



**Early Termination Damages Do Not Apply:**

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract.

**The parties have selected either “Other Agreement Setoffs Apply” or “Other Agreement Setoffs Do Not Apply” as indicated on the Base Contract.**

**Other Agreement Setoffs Apply:****Bilateral Setoff Option:**

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the “Net Settlement Amount”). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff any Net Settlement Amount against (i) any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; and (ii) any amount(s) (including any excess cash margin or excess cash collateral) owed or held by the party that is entitled to the Net Settlement Amount under any other agreement or arrangement between the parties.

**Triangular Setoff Option:**

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the “Net Settlement Amount”). At its sole option, and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff (i) any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; (ii) any Net Settlement Amount against any amount(s) (including any excess cash margin or excess cash collateral) owed by or to a party under any other agreement or arrangement between the parties; (iii) any Net Settlement Amount owed to the Non-Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Non-Defaulting Party or its Affiliates to the Defaulting Party under any other agreement or arrangement; (iv) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party to the Non-Defaulting Party or its Affiliates under any other agreement or arrangement; and/or (v) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party or its Affiliates to the Non-Defaulting Party under any other agreement or arrangement.

**Other Agreement Setoffs Do Not Apply:**

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the “Net Settlement Amount”). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract.

10.3.3. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 10.3.2 is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 10.3.2 shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

10.4. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of the Net Settlement Amount, provided that failure to give such Notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount as well as any setoffs applied against such amount pursuant to Section 10.3.2, shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount as adjusted by setoffs, shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under “Money Rates” by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

10.5. The parties agree that the transactions hereunder constitute a “forward contract” within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each “forward contract merchants” within the meaning of the United States Bankruptcy Code.

10.6. The Non-Defaulting Party’s remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Contract.

10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions therein shall prevail to the extent inconsistent herewith.

## SECTION 11. FORCE MAJEURE

11.1. Except with regard to a party's obligation to make payment(s) due under Section 7, Section 10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.

11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, Seller's ability to sell Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Contract; (iv) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

## SECTION 12. TERM

This Contract may be terminated on 30 Day's written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6, Section 10, Section 13, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction.

## SECTION 13. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

## SECTION 14. MARKET DISRUPTION

If a Market Disruption Event has occurred then the parties shall negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the affected Day, and if the parties have not so agreed on or before the second Business Day following the affected Day then the replacement price for the Floating Price shall be determined within the next two following Business Days with each party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of Gas for the affected Day of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the four quotes. If either party fails to provide two quotes then the average of the other party's two quotes shall determine the replacement price for the Floating Price. "Floating Price" means the price or a factor of the price agreed to in the transaction as being based upon a specified index. "Market Disruption Event" means, with respect to an index specified for a transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) both parties agree that a material change in the formula for or the method of determining the Floating Price has occurred. For the purposes of the calculation of a replacement price for the Floating Price, all numbers shall be rounded to three decimal places. If the fourth decimal number is five or greater, then the third decimal number shall be increased by one and if the fourth decimal number is less than five, then the third decimal number shall remain unchanged.

## SECTION 15. MISCELLANEOUS

15.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or Affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.

15.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

15.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

15.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.

15.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

15.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof.

15.7. There is no third party beneficiary to this Contract.

15.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

15.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

15.10. Unless the parties have elected on the Base Contract not to make this Section 15.10 applicable to this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Contract, (iii) to the extent necessary to implement any transaction, (iv) to the extent necessary to comply with a regulatory agency's reporting requirements including but not limited to gas cost recovery proceedings; or (v) to the extent such information is delivered to such third party for the sole purpose of calculating a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Section 13, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure, and shall cooperate (consistent with the disclosing party's legal obligations) with the other party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other party.

15.11. The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or in a Transaction Confirmation executed in writing by both parties.

15.12. Any original executed Base Contract, Transaction Confirmation or other related document may be digitally copied, photocopied, or stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, the Transaction Confirmation, if introduced as evidence in automated facsimile form, the recording, if introduced as evidence in its original form, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of the recording, the Transaction Confirmation, or the Imaged Agreement on the basis that such were not originated or maintained in documentary form. However, nothing herein shall be construed as a waiver of any other objection to the admissibility of such evidence.

**DISCLAIMER:** The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. Further, NAESB does not mandate the use of this Contract by any party. **NAESB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT NAESB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL NAESB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT.**

TRANSACTION CONFIRMATION  
FOR IMMEDIATE DELIVERY

EXHIBIT A

<div style="text-align: center;"> <b>DTE Energy</b></div> <p>DTE Energy Trading, Inc.</p>	<p>Date: _____, _____</p> <p>Transaction Confirmation #: _____</p>	
<p>This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.</p>		
<b>SELLER:</b> _____ _____ _____ Attention: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____	<b>BUYER:</b> _____ _____ _____ Attention: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____	
Contract Price: \$_____/MMBtu or _____		
Delivery Period: Begin: _____, _____ End: _____, _____		
<b>Performance Obligation and Contract Quantity: (Select One)</b>		
<b>Firm (Fixed Quantity):</b> _____ MMBtus/day <input type="checkbox"/> EFP	<b>Firm (Variable Quantity):</b> _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of <input type="checkbox"/> Buyer or <input type="checkbox"/> Seller	<b>Interruptible:</b> Up to _____ MMBtus/day
<b>Delivery Point(s):</b> _____ (If a pooling point is used, list a specific geographic and pipeline location):		
<b>Special Conditions:</b>		
Seller: _____  By: _____ Title: _____ Date: _____	Buyer: _____  By: _____ Title: _____ Date: _____	



### **Special Provisions to the NAESB Base Contract**

**DTE Energy Trading, Inc.** (“DTE”) and **City of Vernon** (“Counterparty”) hereby agree to the following Special Provisions to the NAESB Base Contract for Sale and Purchase of Natural Gas Revised September 5, 2006 (“Base Contract”), which hereby modifies and amends the Base Contract dated and effective as of July 13, 2021.

1. The definition of “Affiliate” in Section 2.2 is modified by inserting the words “, except that with respect to DTE, the following are hereby excluded from the term “Affiliate” for all purposes: DTE Electric Company, DTE Gas Company and Citizens Gas Fuel Company.
2. The definition of “Guarantor” in Section 2.21 shall be amended by adding the following at the end of the definition:

“and which entity has submitted a guaranty in a form reasonably acceptable to the beneficiary of the guaranty.”

3. Section 8.4 is deleted in its entirety and replaced with the following:

In the event Seller owned title to Gas under a Gas transaction outside the Customs Territory of the United States, Seller represents and warrants that it is the importer of record for all Gas entered and delivered into the United States, and shall be responsible for entry and entry summary filings as well as the payment of duties, taxes and fees, if any, and all applicable record keeping requirements.

4. Section 10.1 is hereby amended by deleting the words “but not limited to” and “a security interest in an asset” in the fifth line.

5. The following shall be added as Section 10.3.4:

“10.3.4. Notwithstanding any provision to the contrary contained in this Contract, the Non-Defaulting Party shall not be required to pay to the Defaulting Party any amount under Section 10.3 until the Non-Defaulting Party receives confirmation satisfactory to it in its reasonable discretion (which may include an opinion of its counsel) that all other obligations of any kind whatsoever of Defaulting Party to make any payments to the Non-Defaulting Party under this Contract, or any other agreement(s), instrument(s) or undertaking(s), which are owed as of the Early Termination Date have been fully and finally satisfied.”

6. Section 10.5 shall be deleted in its entirety and replaced with the following:

“10.5. Without limiting the applicability, if any, of any other provision of the U.S. Bankruptcy Code as amended (the “Bankruptcy Code”) (including without limitation Sections 362, 546, 556, and 560 thereof and the applicable definitions in Section 101 thereof), the parties acknowledge and agree that all Transactions entered into hereunder will constitute “forward contracts” or “swap agreements” as defined in Section 101 of the Bankruptcy Code or “commodity contracts” as defined in Section 761 of the Bankruptcy Code, that the rights of the parties under Section 10 of this Agreement will constitute contractual rights to liquidate transactions, that any margin or collateral provided under any margin, collateral, security, pledge, or similar agreement related hereto will constitute a “margin payment” as defined in Section 101 of the Bankruptcy Code, and that the parties are entities entitled to the rights under, and protections afforded by, Sections 362, 546, 556, and 560 of the Bankruptcy Code.”

7. Section 15.4 is hereby amended by adding the following new sentence at the end of the section:
- “The parties confirm the terms of all prior transactions related to the sale and purchase of Gas between the parties and agree that such transactions are incorporated into, governed by this Base Contract, and are part of the single integrated agreement between the parties.”
8. The first sentence of Section 15.10 is hereby amended by adding “Affiliates,” in the third line after the words “(other than the”.
9. The following shall be added as new Sections 15.13, 15.14 and 15.15:
- “15.13. Each party agrees that the provisions of this Contract supersede and replace in their entirety any requirements of law relating to adequate assurance of future performance, including without limitation Article 2 of the Uniform Commercial Code.”
- “15.14. Each party represents that (i) the creditworthiness of the counterparty is a material consideration for entering into this Contract, (ii) by entering into this Contract, each party shall rely solely upon its own judgment or that of its advisors, (iii) neither the party, nor its employees or agents, shall serve, or be deemed to have served, as its advisor regarding whether it should enter into this Contract, and (iv) neither the party, nor its employees or agents, has acted as its fiduciary with respect to this Contract and it shall not have any responsibility or liability with respect to any advice or information given or not given, or views expressed or not expressed, by the party or its employees or agents.”
- “15.15. EACH PARTY HERETO EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY JUDICIAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS CONTRACT AND ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO THE OTHER PARTY’S ENTERING INTO THIS CONTRACT.
10. The following paragraph shall be added as a new Section 16 to the Base Contract:
- “Section 16. DISPUTE RESOLUTION.
- Any dispute relating to this Contract shall first be referred in writing to a senior representative of each party for resolution. If the senior representatives are unable to resolve the dispute within thirty (30) days after the date of the written notice, each party shall have the right to pursue any remedy available at law or in equity to enforce its rights under this Contract.”

IN WITNESS WHEREOF, the parties have executed these Special Provisions to supplement, and, where applicable, to modify and supersede the Base Contract by and between the parties.

**DTE Energy Trading, Inc.**

**City of Vernon**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_

Name: Carlos Fandino

Title: City Administrator

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

ATTEST:

\_\_\_\_\_  
Lisa Pope, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Zaynah N. Moussa, Interim City Attorney

# Base Contract for Sale and Purchase of Natural Gas

This Base Contract is entered into as of the following date: \_\_\_\_\_

The parties to this Base Contract are the following:

<b>PARTY A</b> <b>TWIN EAGLE RESOURCE MANAGEMENT, LLC</b>	<b>PARTY NAME</b>	<b>PARTY B</b> <b>CITY OF VERNON</b>
8847 West Sam Houston Parkway North Houston, TX 77040	<b>ADDRESS</b>	Public Utilities Dept. 4305 Santa Fe Ave. Vernon, CA 90058
<a href="http://www.Twineagle.com">www.Twineagle.com</a>	<b>BUSINESS WEBSITE</b>	<a href="http://www.cityofvernon.org">www.cityofvernon.org</a>
	<b>CONTRACT NUMBER</b>	
965177889	<b>D-U-N-S® NUMBER</b>	060883022
<input checked="" type="checkbox"/> US FEDERAL: 83-0542503 <input type="checkbox"/> OTHER:	<b>TAX ID NUMBERS</b>	<input checked="" type="checkbox"/> US FEDERAL: 95-6000808 <input type="checkbox"/> OTHER:
Delaware	<b>JURISDICTION OF ORGANIZATION</b>	
<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLP <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Other: _____	<b>COMPANY TYPE</b>	<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLP <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other: City of Vernon, a Chartered City and Municipal Corp. of the State of California
	<b>GUARANTOR (IF APPLICABLE)</b>	
<b>CONTACT INFORMATION</b>		
8847 W. Sam Houston Pkwy N., Houston, TX 77040 ATTN: <u>Gas Desk</u> TEL#: <u>713-341-7300</u> FAX#: <u>713-341-7324</u> EMAIL: _____	▪ <b>COMMERCIAL</b>	ATTN: <u>Shawn Sharif &amp; Efrain Sandoval</u> TEL#: <u>323-826-1424</u> FAX#: <u>323-826-3629</u> EMAIL: <a href="mailto:ssharif@ci.vernon.ca.us">ssharif@ci.vernon.ca.us</a> & <a href="mailto:esandoval@ci.vernon.ca.us">esandoval@ci.vernon.ca.us</a>
8847 W. Sam Houston Pkwy N., Houston, TX 77040 ATTN: <u>Gas Scheduling</u> TEL#: <u>713-341-7300</u> FAX#: <u>713-341-7324</u> EMAIL: _____	▪ <b>SCHEDULING</b>	ATTN: <u>Shawn Sharif &amp; Efrain Sandoval</u> TEL#: <u>323-826-1424</u> FAX#: <u>323-826-3629</u> EMAIL: <a href="mailto:ssharif@ci.vernon.ca.us">ssharif@ci.vernon.ca.us</a> & <a href="mailto:esandoval@ci.vernon.ca.us">esandoval@ci.vernon.ca.us</a>
8847 W. Sam Houston Pkwy N., Houston, TX 77040 ATTN: <u>Contract Administration</u> TEL#: <u>713-341-7300</u> FAX#: <u>713-341-7303</u> EMAIL: <a href="mailto:contracts@twineagle.com">contracts@twineagle.com</a>	▪ <b>CONTRACT AND LEGAL NOTICES</b>	ATTN: <u>Zaynah Moussa</u> TEL#: <u>323-583-8811 Ext.839</u> FAX#: <u>323-826-1431</u> EMAIL: <a href="mailto:zmoussa@ci.vernon.ca.us">zmoussa@ci.vernon.ca.us</a>
8847 W. Sam Houston Pkwy N., Houston, TX 77040 ATTN: <u>Credit Department</u> TEL#: <u>713-341-7300</u> FAX#: <u>713-341-7324</u> EMAIL: <a href="mailto:credit@twineagle.com">credit@twineagle.com</a>	▪ <b>CREDIT</b>	ATTN: <u>Javier Valdez</u> TEL#: <u>323-583-8811 Ext.825</u> FAX#: <u>323-826-1431</u> EMAIL: <a href="mailto:jvaldez@ci.vernon.ca.us">jvaldez@ci.vernon.ca.us</a>
8847 W. Sam Houston Pkwy N., Houston, TX 77040 ATTN: <u>Confirmations Department</u> TEL#: <u>713-341-7300</u> FAX#: <u>713-341-7392</u> EMAIL: <a href="mailto:confirmations@twineagle.com">confirmations@twineagle.com</a>	▪ <b>TRANSACTION CONFIRMATIONS</b>	ATTN: <u>Ruben Rodriguez</u> TEL#: <u>323-583-8811 Ext. 275</u> FAX#: <u>323-826-3629</u> EMAIL: <a href="mailto:rrodriguez@ci.vernon.ca.us">rrodriguez@ci.vernon.ca.us</a>
<b>ACCOUNTING INFORMATION</b>		
8847 W. Sam Houston Pkwy N., Houston, TX 77040 ATTN: <u>Gas Accounting</u> TEL#: <u>713-341-7300</u> FAX#: <u>713-341-7324</u> EMAIL: <a href="mailto:gasinvoices@twineagle.com">gasinvoices@twineagle.com</a>	▪ <b>INVOICES</b> ▪ <b>PAYMENTS</b> ▪ <b>SETTLEMENTS</b>	ATTN: <u>City of Vernon Treasury Department</u> TEL#: <u>323-583-8811 Ext. 227</u> FAX#: <u>323-826-3629</u> EMAIL: <a href="mailto:invoices@ci.vernon.ca.us">invoices@ci.vernon.ca.us</a>
BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____	<b>WIRE TRANSFER NUMBERS (IF APPLICABLE)</b>	BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____
BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____	<b>ACH NUMBERS (IF APPLICABLE)</b>	BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____
ATTN: _____ ADDRESS: _____	<b>CHECKS (IF APPLICABLE)</b>	ATTN: _____ ADDRESS: _____

# Base Contract for Sale and Purchase of Natural Gas

(Continued)

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select the appropriate box(es) from each section:

<b>Section 1.2</b> Transaction Procedure <input checked="" type="checkbox"/> Oral (default) OR <input type="checkbox"/> Written	<b>Section 10.2</b> Additional Events of Default <input checked="" type="checkbox"/> No Additional Events of Default (default) <input type="checkbox"/> Indebtedness Cross Default <input type="checkbox"/> Party A: \$ _____ <input type="checkbox"/> Party B: \$ _____ <input type="checkbox"/> Transactional Cross Default <u>Specified Transactions:</u>
<b>Section 2.7</b> Confirm Deadline <input checked="" type="checkbox"/> 2 Business Days after receipt (default) OR <input type="checkbox"/> _____ Business Days after receipt	
<b>Section 2.8</b> Confirming Party <input checked="" type="checkbox"/> Seller (default) OR <input type="checkbox"/> Buyer <input type="checkbox"/> _____	
<b>Section 3.2</b> Performance Obligation <input checked="" type="checkbox"/> Cover Standard (default) OR <input type="checkbox"/> Spot Price Standard	
<b>Note: The following Spot Price Publication applies to both of the immediately preceding.</b>	
<b>Section 2.31</b> Spot Price Publication <input checked="" type="checkbox"/> Gas Daily Midpoint (default) OR <input type="checkbox"/> _____	<b>Section 10.3.1</b> Early Termination Damages <input checked="" type="checkbox"/> Early Termination Damages Apply (default) OR <input type="checkbox"/> Early Termination Damages Do Not Apply
<b>Section 6</b> Taxes <input checked="" type="checkbox"/> Buyer Pays At and After Delivery Point (default) OR <input type="checkbox"/> Seller Pays Before and At Delivery Point	<b>Section 10.3.2</b> Other Agreement Setoffs <input checked="" type="checkbox"/> Other Agreement Setoffs Apply (default) <input checked="" type="checkbox"/> Bilateral (default) <input type="checkbox"/> Triangular OR <input type="checkbox"/> Other Agreement Setoffs Do Not Apply
<b>Section 7.2</b> Payment Date <input checked="" type="checkbox"/> 25 <sup>th</sup> Day of Month following Month of delivery (default) OR <input type="checkbox"/> _____	<b>Section 15.5</b> Choice of Law <u>California</u>
<b>Section 7.2</b> Method of Payment <input checked="" type="checkbox"/> Wire transfer (default) <input type="checkbox"/> Automated Clearinghouse Credit (ACH) <input type="checkbox"/> Check	<b>Section 15.10</b> Confidentiality <input checked="" type="checkbox"/> Confidentiality applies (default) OR <input type="checkbox"/> Confidentiality does not apply
<b>Section 7.7</b> Netting <input checked="" type="checkbox"/> Netting applies (default) OR <input type="checkbox"/> Netting does not apply	
<input type="checkbox"/> <b>Special Provisions</b> Number of sheets attached: 1	
<input type="checkbox"/> <b>Addendum(s):</b> _____	

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

<b>TWIN EAGLE RESOURCE MANAGEMENT, LLC</b>	<i>PARTY NAME</i>	<b>CITY OF VERNON</b>
By: _____	<i>SIGNATURE</i>	By: _____
<b>Jeremy Davis</b>	<i>PRINTED NAME</i>	Carlos Fandino
<b>EVP, CCO</b>	<i>TITLE</i>	City Administrator

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa Pope, City Clerk

\_\_\_\_\_  
Zaynah N. Moussa, Interim City Attorney

# General Terms and Conditions

## Base Contract for Sale and Purchase of Natural Gas

### SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. "Buyer" refers to the party receiving Gas and "Seller" refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.9.

**The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as indicated on the Base Contract.**

#### **Oral Transaction Procedure:**

1.2. The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation as the identification and authentication of Confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3 but must be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agreed to by the parties.

#### **Written Transaction Procedure:**

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3.

1.3. If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreement referred to in Section 1.2, such receiving party shall notify the sending party via facsimile, EDI or mutually agreeable electronic means by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party's agreement to the terms of the transaction described in the sending party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (ii) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract.

### SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein.

2.1. "Additional Event of Default" shall mean Transactional Cross Default or Indebtedness Cross Default, each as and if selected by the parties pursuant to the Base Contract.

2.2. "Affiliate" shall mean, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of at least 50 percent of the voting power of the entity or person.

- 2.3. "Alternative Damages" shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.
- 2.4. "Base Contract" shall mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein and any Special Provisions and addendum(s) as identified on page one.
- 2.5. "British thermal unit" or "Btu" shall mean the International BTU, which is also called the Btu (IT).
- 2.6. "Business Day(s)" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S.
- 2.7. "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Contract; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party's time zone, it shall be deemed received at the opening of the next Business Day.
- 2.8. "Confirming Party" shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party.
- 2.9. "Contract" shall mean the legally-binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, any and all transactions that the parties have entered into through an EDI transmission or by telephone, but that have not been confirmed in a binding Transaction Confirmation, all of which shall form a single integrated agreement between the parties.
- 2.10. "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a transaction.
- 2.11. "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a transaction.
- 2.12. "Cover Standard", as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party, obtain Gas, (or an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable for the delivery or production area, as applicable, consistent with: the amount of notice provided by the nonperforming party; the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the nonperforming party.
- 2.13. "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as cash, an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, guaranty, or other good and sufficient security of a continuing nature.
- 2.14. "Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by the Receiving Transporter in a particular transaction.
- 2.15. "Delivery Period" shall be the period during which deliveries are to be made as agreed to by the parties in a transaction.
- 2.16. "Delivery Point(s)" shall mean such point(s) as are agreed to by the parties in a transaction.
- 2.17. "EDI" shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations under this Contract.
- 2.18. "EFP" shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm", provided that a party's excuse for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.
- 2.19. "Firm" shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.
- 2.20. "Gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 2.21. "Guarantor" shall mean any entity that has provided a guaranty of the obligations of a party hereunder.
- 2.22. "Imbalance Charges" shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.
- 2.23. "Indebtedness Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it or its Guarantor, if any, experiences a default, or similar condition or event however therein defined, under one or more agreements or instruments, individually or collectively, relating to indebtedness (such indebtedness to include any obligation whether present or future, contingent or otherwise, as principal or surety or otherwise) for the payment or repayment of borrowed money in an aggregate amount greater than the threshold specified in the Base Contract with respect to such party or its Guarantor, if any, which results in such indebtedness becoming immediately due and payable.



- 2.24. "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.
- 2.25. "MMBtu" shall mean one million British thermal units, which is equivalent to one dekatherm.
- 2.26. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.
- 2.27. "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.
- 2.28. "Receiving Transporter" shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.
- 2.29. "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.
- 2.30. "Specified Transaction(s)" shall mean any other transaction or agreement between the parties for the purchase, sale or exchange of physical Gas, and any other transaction or agreement identified as a Specified Transaction under the Base Contract.
- 2.31. "Spot Price " as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day; provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.
- 2.32. "Transaction Confirmation" shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.
- 2.33. "Transactional Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it shall be in default, however therein defined, under any Specified Transaction.
- 2.34. "Termination Option" shall mean the option of either party to terminate a transaction in the event that the other party fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.
- 2.35. "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

### SECTION 3. PERFORMANCE OBLIGATION

- 3.1. Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis, as agreed to by the parties in a transaction.

<b>The parties have selected either the "Cover Standard" or the "Spot Price Standard" as indicated on the Base Contract.</b>	
<b>Cover Standard:</b>	
3.2.	The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s) excluding any quantity for which no replacement is available; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s) excluding any quantity for which no sale is available; and (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available for all or any portion of the Contract Quantity of Gas, then in addition to (i) or (ii) above, as applicable, the sole and exclusive remedy of the performing party with respect to the Gas not replaced or sold shall be an amount equal to any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the quantity of such Gas not replaced or sold. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.



**Spot Price Standard:**

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

3.3. Notwithstanding Section 3.2, the parties may agree to Alternative Damages in a Transaction Confirmation executed in writing by both parties.

3.4. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

## SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

4.1. Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

4.2. The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3. The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantities of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

## SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

## SECTION 6. TAXES

**The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as indicated on the Base Contract.**

**Buyer Pays At and After Delivery Point:**

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

**Seller Pays Before and At Delivery Point:**

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

## SECTION 7. BILLING, PAYMENT, AND AUDIT

7.1. Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 10 Days after receipt of the invoice by Buyer; provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.

7.3. In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the nonperforming party for an accelerated payment setting forth the basis upon which the invoiced amount was calculated. Payment from the nonperforming party will be due five Business Days after receipt of invoice.

7.4. If the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed without undue delay. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced party fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

7.6. A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments under Section 7 shall be paid in full by the party owing payment within 30 Days of Notice and substantiation of such inaccuracy.

7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7; provided that no payment required to be made pursuant to the terms of any Credit Support Obligation or pursuant to Section 7.3 shall be subject to netting under this Section. If the parties have executed a separate netting agreement, the terms and conditions therein shall prevail to the extent inconsistent herewith.

## SECTION 8. TITLE, WARRANTY, AND INDEMNITY

8.1. Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and assume any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 8.2 AND IN SECTION 15.8, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

8.3. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury (including death) or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury (including death) or property damage from said Gas or other charges thereon which attach after title passes to Buyer.

8.4. The parties agree that the delivery of and the transfer of title to all Gas under this Contract shall take place within the Customs Territory of the United States (as defined in general note 2 of the Harmonized Tariff Schedule of the United States 19 U.S.C. §1202, General Notes, page 3); provided, however, that in the event Seller took title to the Gas outside the Customs Territory of the United States, Seller represents and warrants that it is the importer of record for all Gas entered and delivered into the United States, and shall be responsible for entry and entry summary filings as well as the payment of duties, taxes and fees, if any, and all applicable record keeping requirements.

8.5. Notwithstanding the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5.

## SECTION 9. NOTICES

9.1. All Transaction Confirmations, invoices, payment instructions, and other communications made pursuant to the Base Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.

9.2. All Notices required hereunder shall be in writing and may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.

9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is

not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.

9.4. The party receiving a commercially acceptable Notice of change in payment instructions or other payment information shall not be obligated to implement such change until ten Business Days after receipt of such Notice.

## SECTION 10. FINANCIAL RESPONSIBILITY

10.1. If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y or its Guarantor, if applicable), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to X, including, but not limited to cash, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or guaranty. Y hereby grants to X a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of Performance in the form of cash transferred by Y to X pursuant to this Section 10.1. Upon the return by X to Y of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party.

10.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its Guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Support Obligations relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party; (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Notice that such payment is due; or ix) be the affected party with respect to any Additional Event of Default; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder.

10.3. If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the "Early Termination Date") for the liquidation and termination pursuant to Section 10.3.1 of all transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other than those transactions, if any, that may not be liquidated and terminated under applicable law ("Excluded Transactions"), which Excluded Transactions must be liquidated and terminated as soon thereafter as is legally permissible, and upon termination shall be a Terminated Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10.3.1.

**The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do Not Apply" as indicated on the Base Contract.**

### **Early Termination Damages Apply:**

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract and (ii) the Market Value, as defined below, of each Terminated Transaction. The Non-Defaulting Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

For purposes of this Section 10.3.1, "Contract Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Market Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Contract Values and



Market Values. For the avoidance of doubt, any option pursuant to which one party has the right to extend the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

**Early Termination Damages Do Not Apply:**

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract.

**The parties have selected either "Other Agreement Setoffs Apply" or "Other Agreement Setoffs Do Not Apply" as indicated on the Base Contract.**

**Other Agreement Setoffs Apply:**

**Bilateral Setoff Option:**

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff any Net Settlement Amount against (i) any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; and (ii) any amount(s) (including any excess cash margin or excess cash collateral) owed or held by the party that is entitled to the Net Settlement Amount under any other agreement or arrangement between the parties.

**Triangular Setoff Option:**

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option, and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff (i) any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; (ii) any Net Settlement Amount against any amount(s) (including any excess cash margin or excess cash collateral) owed by or to a party under any other agreement or arrangement between the parties; (iii) any Net Settlement Amount owed to the Non-Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Non-Defaulting Party or its Affiliates to the Defaulting Party under any other agreement or arrangement; (iv) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party to the Non-Defaulting Party or its Affiliates under any other agreement or arrangement; and/or (v) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party or its Affiliates to the Non-Defaulting Party under any other agreement or arrangement.

**Other Agreement Setoffs Do Not Apply:**

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract.

10.3.3. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 10.3.2 is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 10.3.2 shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

10.4. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of the Net Settlement Amount, provided that failure to give such Notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount as well as any setoffs applied against such amount pursuant to Section 10.3.2, shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount as adjusted by setoffs, shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

10.5. The parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.

10.6. The Non-Defaulting Party's remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Contract.

10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions therein shall prevail to the extent inconsistent herewith.

## SECTION 11. FORCE MAJEURE

11.1. Except with regard to a party's obligation to make payment(s) due under Section 7, Section 10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.

11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, Seller's ability to sell Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Contract; (iv) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

## SECTION 12. TERM

This Contract may be terminated on 30 Day's written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6, Section 10, Section 13, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction.

## SECTION 13. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

## SECTION 14. MARKET DISRUPTION

If a Market Disruption Event has occurred then the parties shall negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the affected Day, and if the parties have not so agreed on or before the second Business Day following the affected Day then the replacement price for the Floating Price shall be determined within the next two following Business Days with each party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of Gas for the affected Day of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the four quotes. If either party fails to provide two quotes then the average of the other party's two quotes shall determine the replacement price for the Floating Price. "Floating Price" means the price or a factor of the price agreed to in the transaction as being based upon a specified index. "Market Disruption Event" means, with respect to an index specified for a transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) both parties agree that a material change in the formula for or the method of determining the Floating Price has occurred. For the purposes of the calculation of a replacement price for the Floating Price, all numbers shall be rounded to three decimal places. If the fourth decimal number is five or greater, then the third decimal number shall be increased by one and if the fourth decimal number is less than five, then the third decimal number shall remain unchanged.

## SECTION 15. MISCELLANEOUS

15.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or Affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.

15.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

15.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

15.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.

15.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

15.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof.

15.7. There is no third party beneficiary to this Contract.

15.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

15.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

15.10. Unless the parties have elected on the Base Contract not to make this Section 15.10 applicable to this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Contract, (iii) to the extent necessary to implement any transaction, (iv) to the extent necessary to comply with a regulatory agency's reporting requirements including but not limited to gas cost recovery proceedings; or (v) to the extent such information is delivered to such third party for the sole purpose of calculating a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Section 13, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure,

and shall cooperate (consistent with the disclosing party's legal obligations) with the other party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other party.

15.11. The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or in a Transaction Confirmation executed in writing by both parties

15.12. Any original executed Base Contract, Transaction Confirmation or other related document may be digitally copied, photocopied, or stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, the Transaction Confirmation, if introduced as evidence in automated facsimile form, the recording, if introduced as evidence in its original form, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of the recording, the Transaction Confirmation, or the Imaged Agreement on the basis that such were not originated or maintained in documentary form. However, nothing herein shall be construed as a waiver of any other objection to the admissibility of such evidence.

**DISCLAIMER:** The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. Further, NAESB does not mandate the use of this Contract by any party. **NAESB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT NAESB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL NAESB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT.**

TRANSACTION CONFIRMATION  
FOR IMMEDIATE DELIVERY

EXHIBIT A

Letterhead/Logo	Date: _____, ____ Transaction Confirmation #: _____	
This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.		
<b>SELLER:</b> _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____	<b>BUYER:</b> _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____	
Contract Price: \$ _____/MMBtu or _____		
Delivery Period: Begin: _____, ____ End: _____, ____		
<b>Performance Obligation and Contract Quantity:</b> (Select One)		
<b>Firm (Fixed Quantity):</b> _____ MMBtus/day <input type="checkbox"/> EFP	<b>Firm (Variable Quantity):</b> _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of <input type="checkbox"/> Buyer or <input type="checkbox"/> Seller	<b>Interruptible:</b> Up to _____ MMBtus/day
<b>Delivery Point(s):</b> _____ (If a pooling point is used, list a specific geographic and pipeline location):		
<b>Special Conditions:</b>		
Seller: _____ By: _____ Title: _____ Date: _____	Buyer: _____ By: _____ Title: _____ Date: _____	



Special Provisions  
To the NAESB Base Contract for Sale and Purchase of Natural Gas  
Between  
City of Vernon, a chartered City and Municipal Corporation of the State of California ("Party A")  
And  
Twin Eagle Resource Management, LLC ("Party B")

The amendments to the Base Contract for Sale and Purchase of Natural Gas ("Contract") set forth in these Special Provisions shall supplement and form part of the Contract and shall govern with respect to any conflicting or inconsistent provision in the Contract. Except as amended, the Contract shall remain in full force and effect. All Gas transactions are entered into in reliance on the fact that the Contract, each and all Gas transactions hereunder, and each and all Transaction Confirmations together constitute a single agreement between the parties. All Gas transactions in effect on the date hereof, and all Gas transactions entered into between the parties on or after the date hereof, shall be governed by this Contract. The parties expressly intend that this Contract govern all transactions for the purchase and sale of Gas between them.

1. The last paragraph of section 15.10 is deleted and replaced with the following:

Notwithstanding the foregoing, "Party B" acknowledges that (a) City of Vernon is a municipality subject to the requirements of the Brown Act and the California Public Records Act ("CPRA"), and (b) City of Vernon may be required to disclose certain information regarding the terms of any transaction hereunder between the parties to the public as part of its approval process. If the City of Vernon receives a request for information concerning this Base Contract or the terms of any transaction hereunder between the parties under the CPRA, City of Vernon will notify "Party B" prior to the date of the required disclosure as to the nature of the request or requirement and City's interpretation of the applicable disclosure requirements. "Party B" will have the sole obligation at its sole expense to seek a protective order or other appropriate remedy to prevent disclosure.

IN WITNESS WHEREOF, the parties have executed these Special Provisions to supplement and, where applicable, to modify and supersede the Base Contract by and between the parties.

**CITY OF VERNON (Party A)**

By: \_\_\_\_\_  
Name: Carlos Fandino  
Title: City Administrator  
Date: \_\_\_\_\_

**TWIN EAGLE RESOURCE  
MANAGEMENT (Party B)**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest:

Approved as to Form:

\_\_\_\_\_  
Lisa Pope, City Clerk

\_\_\_\_\_  
Zaynah N. Moussa, Interim City Attorney

# City Council Agenda Item Report

Agenda Item No. COV-755-2021  
Submitted by: Adriana Ramos  
Submitting Department: Public Utilities  
Meeting Date: September 21, 2021

## **SUBJECT**

2020 Power Source Disclosure Program Annual Report and Power Content Label

## **Recommendation:**

- A. Ratify the submission to the California Energy Commission (CEC) of the attestation signed by Vernon Public Utilities' General Manager, of the veracity of the 2020 Power Source Disclosure Program Annual Report; and
- B. Approve the 2020 Power Content Label and authorize its submission to the CEC.

## **Background:**

In 1997, the California Legislature adopted Senate Bill 1305, adding Article 5, titled "Electricity Generation Source Disclosure," (Article 5) to the California Code of Regulations. Under state law (Public Utilities Code Sections 398.4 and 398.5), retail suppliers of electricity must annually: 1) disclose to their end use customers the electricity sources for their sales to those customers in the form of a Power Content Label; and 2) report this same information, together with supporting documentation in verified form, to the CEC, in the form of a Power Source Disclosure Annual Report.

In 2009, Senate Bill 1305 Article 5 and Assembly Bill 162 (Stats. 2009. Ch. 313) were tied together requiring the information used to calculate the Power Content Label for each calendar year be sent to the CEC as a Power Source Disclosure Annual report by June 1st and independently audited by October 1st. In lieu of an independent audit, an authorized agent of the City must submit to the CEC, under penalty of perjury attesting to the accuracy of the annual Power Source Disclosure Report. Vernon Public Utilities submitted the 2020 Public Source Disclosure Program Annual Report and the Power Content calculations to the CEC on May 27, 2021, with the staff attestation. Abraham Alemu, General Manager of Public Utilities, is the authorized agent who has verified that the information submitted to the CEC was true and correct to his best knowledge. This information has been provided to customers by posting the "Power Content Label" on the City's website ([www.cityofvernon.org](http://www.cityofvernon.org)).

Effective October 31, 2016, the CEC changed its submission rules and now requires, not only an authorized agent to verify the information, but also that the City Council approve the Power Source Disclosure Program Annual Report (attachment 1) and the Power Content Label (attachment 2) at a public meeting. Upon City Council's approval of the Power Content Label, staff will submit the document to the CEC.

## **Fiscal Impact:**

There is no fiscal impact associated with this report.

## **Attachments:**

- 1. [2020 Power Source Disclosure Program Annual Report](#)
- 2. [2020 Power Content Label](#)

## 2020 POWER SOURCE DISCLOSURE ANNUAL REPORT For the Year Ending December 31, 2020

Retail suppliers are required to use the posted template and are not allowed to make edits to this format. Please complete all requested information.

### GENERAL INSTRUCTIONS

RETAIL SUPPLIER NAME	
City of Vernon: Vernon Public Utilities	
ELECTRICITY PORTFOLIO NAME	
VPU General Power Mix	
CONTACT INFORMATION	
NAME	Abraham Alemu
TITLE	General Manager of Vernon Public Utilities
MAILING ADDRESS	4305 S. Sata Fe Avenue
CITY, STATE, ZIP	Vernon, CA 90058
PHONE	323-583-8811 Ext.250
EMAIL	<a href="mailto:aalemu@ci.vernon.ca.us">aalemu@ci.vernon.ca.us</a>
WEBSITE URL FOR PCL POSTING	<a href="http://cityofvernon.org">http://cityofvernon.org</a>

Submit the Annual Report and signed Attestation in PDF format with the Excel version of the Annual Report to [PSDprogram@energy.ca.gov](mailto:PSDprogram@energy.ca.gov). Remember to complete the Retail Supplier Name, Electricity Portfolio Name, and contact information above, and submit separate reports and attestations for each additional portfolio if multiple were offered in the previous year.

**NOTE:** Information submitted in this report is not automatically held confidential. If your company wishes the information submitted to be considered confidential an authorized representative must submit an application for confidential designation (CEC-13), which can be found on the California Energy Commissions's website at <https://www.energy.ca.gov/about/divisions-and-offices/chief-counsels-office>.

If you have questions, contact Power Source Disclosure (PSD) staff at [PSDprogram@energy.ca.gov](mailto:PSDprogram@energy.ca.gov) or (916) 639-0573.

## INTRODUCTION

Retail suppliers are required to submit separate Annual Reports for each electricity portfolio offered to California retail consumers in the previous calendar year. Enter the Retail Supplier Name and Electricity Portfolio Name at the top of Schedule 1, Schedule 2, Schedule 3, and the Attestation.

A complete Annual Report includes the following tabs:

PSD Intro
Instructions
Schedule 1 - Procurements and Retail Sales
Schedule 2 - Retired Unbundled Renewable Energy Credits (RECs)
Schedule 3 - Annual Power Content Label Data
GHG Emissions Factors
Asset-Controlling Supplier (ACS) Procurement Calculator
PSD Attestation

## INSTRUCTIONS

### Schedule 1: Procurements and Retail Sales

Retail suppliers of electricity must complete this schedule by entering information about all power procurements and generation that served the identified electricity portfolio covered in this filing in the prior year. The schedule is divided into sections: directly delivered renewables, firmed-and-shaped imports, specified non-renewables, and procurements from ACSs. Insert additional rows as needed to report all procurements or generation serving the subject product. Provide the annual retail sales for the subject product in the appropriate space. At the bottom of Schedule 1, provide the retail suppliers' other electricity end-uses that are not retail sales, such as transmission and distribution losses. Retail suppliers shall submit a purchase agreement or ownership arrangement documentation substantiating that any eligible firmed-and-shaped product for which it is claiming an exclusion was executed prior to January 1, 2019. **Any retail supplier that offered multiple electricity portfolios in the prior year must submit separate Annual Reports for each portfolio offered.**

**Specified Purchases:** A Specified Purchase refers to a transaction in which electricity is traceable to specific generating facilities by any auditable contract trail or equivalent, such as a tradable commodity system, that provides commercial verification that the electricity claimed has been sold once and only once to retail consumers. Do not enter data in the grey fields. For specified purchases, include enter following information for each line item:

**Facility Name** - Provide the name used to identify the facility.

**Fuel Type** - Provide the resource type (solar, natural gas, etc.) that this facility uses to generate electricity.

**Location** - Provide the state or province in which the facility is located.

**Identification Numbers** - Provide all applicable identification numbers from the Western Renewable Energy Generation Information System (WREGIS), the Energy Information Agency (EIA), and the California Renewables Portfolio Standard (RPS).

**Gross Megawatt Hours Procured** - Provide the quantity of electricity procured in MWh from the generating facility.

**Megawatt Hours Resold** - Provide the quantity of electricity resold at wholesale.

**Unspecified Power:** Unspecified Power refers to electricity that is not traceable to specific generation sources by any auditable contract trail or equivalent, or to power purchases from a transaction that expressly transferred energy only and not the RECs associated from a facility. **Do not enter procurements of unspecified power.** The schedule will calculate unspecified power procurements automatically.

### Schedule 2: Retired Unbundled RECs

Complete this schedule by entering information about unbundled REC retirements in the previous calendar year.

### Schedule 3: Annual Power Content Label Data

This schedule is provided as an automated worksheet that uses the information from Schedule 1 to calculate the power content and GHG emissions intensity for each electricity portfolio. The percentages calculated on this worksheet should be used for your Power Content Label.

### **ACS Resource Mix Calculator**

Retail suppliers may report specified purchases from ACS system power if the ACS provided its fuel mix of its specified system mix to the Energy Commission. Use the calculator to determine the resource-specific procurement quantities, and transfer them to Schedule 1.

### **GHG Emissions Factors**

This tab will be displayed for informational purposes only; it will not be used by reporting entities, since the emissions factors below auto-populate in the relevant fields on Schedules 1 & 3.

### **Attestation**

This template provides the attestation that must be submitted with the Annual Report to the Energy Commission, stating that the information contained in the applicable schedules is correct and that the power has been sold once and only once to retail consumers. This attestation must be included in the package that is transmitted to the Energy Commission. Please provide the complete Annual Report in Excel format and the complete Annual Report with signed attestation in PDF format as well.

**2020 POWER SOURCE DISCLOSURE ANNUAL REPORT**  
**SCHEDULE 1: PROCUREMENTS AND RETAIL SALES**  
**For the Year Ending December 31, 2020**  
**City of Vernon: Vernon Public Utilities**  
**VPU General Power Mix**

Instructions: Enter information about power procurements underlying this electricity portfolio for which your company is filing the Annual Report. Insert additional rows as needed. All fields in white should be filled out. **Fields in grey auto-populate as needed and should not be filled out.** For EIA IDs for unspecified power or specified system mixes from asset-controlling suppliers, enter "unspecified", "BPA," "Powerex," or "Tacoma" as applicable. For specified procurements of ACS power, use the ACS Procurement Calculator to calculate the resource breakdown comprising the ACS system mix. **Procurements of unspecified power must not be entered as line items below; unspecified power will be calculated automatically in cell N9.** Unbonded RECs must not be entered on Schedule 1; these products must be entered on Schedule 2. At the bottom portion of the schedule, provide the other electricity end-uses that are not retail sales including, but not limited to transmission and distribution losses or municipal street lighting. Amounts should be in megawatt-hours.

Retail Sales (MWh)	1,109,128
Net Specified Procurement (MWh)	986,292
Unspecified Power (MWh)	122,836
Procurement to be adjusted	-
Net Specified Natural Gas	624,828
Net Specified Coal & Other Fossil Fuels	2,967
Net Specified Nuclear, Large Hydro, Renewables, and ACS Power	358,497
GHG Emissions (excludes grandfathered emissions)	323,228
GHG Emissions Intensity (in MT CO <sub>2</sub> e/MWh)	0.2914

DIRECTLY DELIVERED RENEWABLES													
Facility Name	Fuel Type	State or Province	WREGIS ID	RPS ID	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO2e/MWh)	GHG Emissions (in MT CO2e)	N/A
Antelope DSR1 - Antelope DSR1	Solar	California	W5083	63125A		60186	64,245		64,245	64,245	-	-	
RE Astoria 2 - Astoria 2	Solar	California	W4931	62691A		59977	58,968		58,968	58,968	-	-	
Puente Hills	Biomass & biowas	California	W448	60290A		10472	46,220		46,220	46,220	0.0031	141	
Mesquite Solar 3, LLC	Solar	Arizona	W4959	62897A		60308	14,285		14,285	14,285	-	-	
Sierra Pacific Burlington - Sierra Pacific Burlington	Biomass & biowas	Washington	W1491	60596A		56406	51,700		51,700	51,700	0.0090	465	
Cabazon Wind Partners - Cabazon Wind Partners	Wind	California	W834	60736A		56011	11,076		11,076	11,076	-	-	
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
FIRMED-AND-SHAPED IMPORTS													
Facility Name	Fuel Type	State or Province	WREGIS ID	RPS ID	EIA ID of REC Source	EIA ID of Substitute Power	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO2e/MWh)	GHG Emissions (in MT CO2e)	Eligible for Grandfathered Emissions?
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
SPECIFIED NON-RENEWABLE PROCUREMENTS													
Facility Name	Fuel Type	State or Province	N/A	N/A	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO2e/MWh)	GHG Emissions (in MT CO2e)	N/A
Malburg Generating Station	Natural gas	California				56041	624,326		624,326	624,326	0.4320	269,691	
Gonzales	Natural gas	California				56039	502		502	502	0.7128	358	
Palo Verde	Nuclear	Arizona				6008	91,339		91,339	91,339	-	-	
Hoover	Large hydro	Nevada				154	20,664		20,664	20,664	-	-	
Desert Harvest 2 - Desert Harvest 2	Other	California				64103	2,967		2,967	2,967	-	-	
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
PROCUREMENTS FROM ASSET-CONTROLLING SUPPLIERS													
Facility Name	Fuel Type	N/A	N/A	N/A	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO2e/MWh)	GHG Emissions (in MT CO2e)	N/A
										-	#N/A		
										-	#N/A		
										-	#N/A		
										-	#N/A		
END USES OTHER THAN RETAIL SALES	MWh												
Municipal usage (lighting, city buidings)	9,514.310												

[illegible]

**2020 POWER SOURCE DISCLOSURE ANNUAL REPORT**  
**SCHEDULE 3: POWER CONTENT LABEL DATA**  
**For the Year Ending December 31, 2020**  
**City of Vernon: Vernon Public Utilities**  
**VPU General Power Mix**

Instructions: No data input is needed on this schedule. Retail suppliers should use these auto-populated calculations to fill out their Power Content Labels.

	Adjusted Net Procured (MWh)	Percent of Total Retail Sales
<b>Renewable Procurements</b>	246,494	22.2%
Biomass & Biowaste	97,920	8.8%
Geothermal	-	0.0%
Eligible Hydroelectric	-	0.0%
Solar	137,498	12.4%
Wind	11,076	1.0%
Coal	-	0.0%
Large Hydroelectric	20,664	1.9%
Natural gas	624,828	56.3%
Nuclear	91,339	8.2%
Other	2,967	0.3%
Unspecified Power	122,836	11.1%
<b>Total</b>	<b>1,109,128</b>	<b>100.0%</b>

<b>Total Retail Sales (MWh)</b>	<b>1,109,128</b>
---------------------------------	------------------

<b>GHG Emissions Intensity (converted to lbs CO<sub>2</sub>e/MWh)</b>	<b>642</b>
---	------------

<b>Percentage of Retail Sales Covered by Retired Unbundled RECs</b>	<b>0.0%</b>
---	-------------



## ASSET CONTROLLING SUPPLIER RESOURCE MIX CALCULATOR

Instructions: Enter total net specified procurement of ACS system resources into cell A8, A23, or A38. In Column E, the calculator will determine quantities of resource-specific net procurement for entry on Schedule 1.

Powerex				
Net MWh Procured	N/A	Resource Type	Resource Mix Factors	Resource-Specific Procurements from ACS
		Biomass & biowaste		-
		Geothermal		-
		Eligible hydroelectric		-
		Solar		-
		Wind	0.00	-
		Coal		-
		Large hydroelectric	0.88	-
		Natural gas	0.01	-
		Nuclear	0.01	-
		Other	0.04	-
		Unspecified Power	0.06	-

Bonneville Power Administration				
Net MWh Procured	N/A	Resource Type	Resource Mix Factors	Resource-Specific Procurements from ACS
		Biomass & biowaste		-
		Geothermal		-
		Eligible hydroelectric		-
		Solar	0.00	-
		Wind		-
		Coal		-
		Large hydroelectric	0.85	-
		Natural gas	0.00	-
		Nuclear	0.11	-
		Other	0.01	-
		Unspecified Power	0.04	-

Tacoma Power				
Net MWh Procured	N/A	Resource Type	Resource Mix Factors	Resource-Specific Procurements from ACS
		Biomass & biowaste		-
		Geothermal		-
		Eligible hydroelectric		-
		Solar		-
		Wind		-

Coal		-
Large hydroelectric	0.90	-
Natural gas		-
Nuclear	0.06	-
Other		-
Unspecified Power	0.04	-

**POWER SOURCE DISCLOSURE ANNUAL REPORT  
ATTESTATION FORM  
for the year ending December 31, 2020  
City of Vernon: Vernon Public Utilities  
VPU General Power Mix**

I, Abraham Alemu,  
General Manager of Public Utilities, City of Vernon, declare under penalty of perjury, that the  
statements contained in this report including Schedules 1, 2, and 3 are true and correct and that I, as  
an authorized agent of City of Vernon, have authority to submit this report on the company's behalf. I  
further declare that the megawatt-hours claimed as specified purchases as shown in these Schedules  
were, to the best of my knowledge, sold once and only once to retail customers.

Name: Abraham Alemu

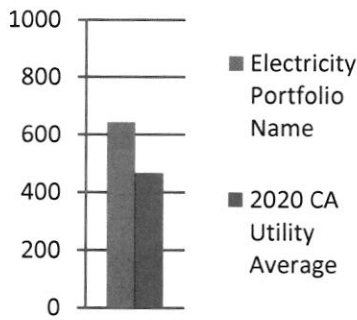
Representing: City of Vernon

Signature: \_\_\_\_\_

*Abraham Alemu*

Dated: May 27, 2021

Executed at: Vernon, CA

2020 POWER CONTENT LABEL				
Vernon Public Utilities				
www.cityofvernon.org				
Greenhouse Gas Emissions Intensity (lbs CO <sub>2</sub> e/MWh)		Energy Resources	Electricity Portfolio Name	2020 CA Power Mix
Electricity Portfolio Name	2020 CA Utility Average	<b>Eligible Renewable<sup>1</sup></b> Biomass & Biowaste Geothermal Eligible Hydroelectric Solar Wind <b>Coal</b> <b>Large Hydroelectric</b> <b>Natural Gas</b> <b>Nuclear</b> <b>Other</b> <b>Unspecified Power<sup>2</sup></b> <b>TOTAL</b>	<b>22.2%</b>	<b>33.1%</b>
<b>642</b>	<b>466</b>		8.8%	2.5%
			0.0%	4.9%
			0.0%	1.4%
			12.4%	13.2%
			1.0%	11.1%
			<b>0.0%</b>	<b>2.7%</b>
			<b>1.9%</b>	<b>12.2%</b>
			<b>56.3%</b>	<b>37.1%</b>
			<b>8.2%</b>	<b>9.3%</b>
			<b>0.3%</b>	<b>0.2%</b>
			<b>11.1%</b>	<b>5.4%</b>
		<b>100.0%</b>	<b>100.0%</b>	
<b>Percentage of Retail Sales Covered by Retired Unbundled RECs<sup>3</sup>:</b>			<b>0%</b>	
<sup>1</sup> The eligible renewable percentage above does not reflect RPS compliance, which is determined using a different methodology.				
<sup>2</sup> Unspecified power is electricity that has been purchased through open market transactions and is not traceable to a specific generation source.				
<sup>3</sup> Renewable energy credits (RECs) are tracking instruments issued for renewable generation. Unbundled renewable energy credits (RECs) represent renewable generation that was not delivered to serve retail sales. Unbundled RECs are not reflected in the power mix or GHG emissions intensities above.				
For specific information about this electricity portfolio, contact:		<b>Vernon Public Utilities</b> <b>(323) 583-8811</b>		
For general information about the Power Content Label, visit:		<a href="http://www.energy.ca.gov/pcl/">http://www.energy.ca.gov/pcl/</a>		
For additional questions, please contact the California Energy Commission at:		Toll-free in California: 844-454-2906 Outside California: 916-653-0237		

# City Council Agenda Item Report

Agenda Item No. COV-776-2021

Submitted by: Karina Rueda

Submitting Department: Human Resources

Meeting Date: September 21, 2021

## **SUBJECT**

Peace Officer Standards and Training (POST) Entry-Level Law Enforcement Test Battery Security Agreement

## **Recommendation:**

Approve and authorize the Director of Human Resources to execute a one-year Security Agreement with the California Commission on POST, in substantially the same form as submitted, in order to acquire the right to use the POST Entry-Level Law Enforcement Test Battery (PELLETB).

## **Background:**

The City of Vernon Police Department has requested to fill a full-time Police Officer position. As part of the recruitment process, a written examination is administered by Human Resources staff. The California Code of Regulations (Section 1951) mandates that peace officers be able to read and write at the levels necessary to perform the job of a peace officer as determined by the use of the POST Entry-Level Law Enforcement Test Battery (PELLETB), or other professionally developed and validated test of reading and writing ability. Because performance on the PELLETB is highly correlated with performance in the academy, many agencies and academies use the PELLETB as an indicator of readiness for a career in law enforcement.

In order for the Human Resources Department to acquire the right to use the POST Entry-Level Law Enforcement Test Battery (PELLETB) as part of the recruitment process, the Human Resources Director must electronically execute the agreement as required by POST. POST requires that the agreement be electronically signed by the individual who oversees the recruitment and selection process.

The POST Entry-Level Law Enforcement Test Battery Security 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. [POST Entry-Level Law Enforcement Test Battery Security Agreement](#)

## **POST ENTRY-LEVEL LAW ENFORCEMENT TEST BATTERY SECURITY AGREEMENT (Rev. 2/2021)**

### **I Parties to the Agreement**

The parties to this Agreement are the California Commission on Peace Officer Standards and Training, hereinafter referred to as POST, and  
\_\_\_\_\_  
City of Vernon, hereinafter referred to as the Examining Agency.

The above-named Examining Agency enters into this Agreement, accepts it, and agrees to be bound by it in consideration and exchange for acquiring the right to use the POST Entry-Level Law Enforcement Test Battery. Agreements are required to be updated biennially at the beginning of the calendar year.

### **II Purpose of the Agreement**

This Agreement is intended to protect the mutual interests of all public agencies that use the POST Entry-Level Law Enforcement Test Battery for screening purposes, as well as the interests of the persons who take the tests, in order that no person may gain special advantage by having improper access to the material. POST requires, as a condition for making the POST Entry-Level Law Enforcement Test Battery available, that the Examining Agency execute this Agreement and fulfill its terms.

#### **A. Required Proctor Training**

This agreement does not authorize the Examining Agency to administer the POST Entry-Level Law Enforcement Test Battery without POST supervision. Staff of the Examining Agency must complete POST approved training on testing procedures to receive authorization to administer the POST Entry-Level Law Enforcement Test Battery without POST supervision.

### **III Terms and Conditions**

POST agrees to make available to the Examining Agency the POST Entry-Level Law Enforcement Test Battery, subject to the conditions set forth in this Agreement. POST will take appropriate and reasonable precautions to assure that all test materials are delivered to the Examining Agency in a secure manner. As a user of the POST Entry-Level Law Enforcement Test Battery, the Examining Agency agrees to the following terms and conditions:

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND THE  
CALIFORNIA COMMISSION ON PEACE OFFICER STANDARDS AND TRAINING  
FOR USE OF THE POST ENTRY-LEVEL LAW ENFORCEMENT TEST BATTERY

A. Security of Test Material

1. Except as otherwise specified in this Agreement, the examining agency will not allow anyone to have access to the materials unless they have a business reason to access the materials and have signed Attachment A (hereafter “authorized person”). All test materials supplied by POST will be used only for the official purposes of the Examining Agency in testing candidates for employment or admission to a POST-certified Basic Academy. Under no circumstances will the supplied materials be made available to prospective job seekers or other unauthorized persons for the purposes of study or to persons who have taken the test battery and want to review the test questions.
2. All test materials supplied by POST will be handled and stored by the Examining Agency in a manner that will prevent unauthorized persons (i.e., any person not having signed an Attachment A, *Acknowledgement of the Requirement to adhere to the Terms and Conditions of The POST Entry-Level Law Enforcement Test Battery Security Agreement*) from having access to the materials.
3. The Examining Agency may print a sufficient number of copies of the Entry-Level Law Enforcement Test Battery booklets to meet the current month’s need for test booklets. Examining Agencies may not print large numbers of test books and store them for future month’s use. Scantron forms, however, may be held for future use. To increase test security, POST will scramble items within test forms monthly. Thus, the test booklets and scoring key will change each month. Test Materials for tests scheduled in the first week of a month will be mailed the final week of the preceding month. Test Booklets must be given a unique identifying number so that they can be inventoried. All printing of test material will be conducted under the direct supervision of an authorized person at the examining agency. Under no circumstances shall test material be sent to any printer without the supervision of an authorized person. Test booklets must be shredded after each test use. Unused booklets must be shredded monthly.
4. If any test materials supplied by POST are lost, stolen or otherwise compromised while in the possession of the Examining Agency, the Examining Agency will immediately notify POST and will make reasonable efforts to recover such materials to prevent their distribution to other unauthorized parties and to mitigate the damage caused by their loss. See A.6 for further details.

**SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND THE CALIFORNIA COMMISSION ON PEACE OFFICER STANDARDS AND TRAINING FOR USE OF THE POST ENTRY-LEVEL LAW ENFORCEMENT TEST BATTERY**

5. In the event an examinee is caught cheating (e.g., copying answers from another examinee's test or providing answers to another examinee; or using any other prohibited aid or information) the Examining Agency should take appropriate measures against individuals violating testing rules. The Examining Agency will notify POST Test Orders within 24 hours of the test administration and document the incident on the Proctor's Report.
6. The Examining Agency will reimburse POST for a portion or all the replacement costs, as determined by POST, for test materials that are lost, stolen or otherwise compromised while in the possession of the Examining Agency. Replacement costs include all costs associated with the development and validation of new test materials to take the place of those test materials that were compromised.
7. In the event any test materials supplied by POST should become involved in legal proceedings filed against the Examining Agency or its personnel, the Examining Agency shall immediately notify POST of the nature of the dispute, the case name and number, the venue of the proceeding, and shall provide copies to POST of the complaint, accusation, or other document initiating the proceeding. If discovery of the test materials is sought, the Examining Agency shall immediately notify POST of the request and shall file a motion for a protective order, strictly limiting the use and disclosure of the materials. Under no circumstances will copies of the test materials be disclosed to any party in such proceeding unless ordered by a court or administrative body of competent jurisdiction or with the consent of POST.
8. Notify POST if your agency administers the test battery on behalf of a separate local law enforcement agency. Direct any inquiries on this process to POST at [testorders@post.ca.gov](mailto:testorders@post.ca.gov) or 916-227-4888.

**B. Agency Responsibilities**

1. The Examining Agency will administer the POST Entry-Level Law Enforcement Test Battery in accordance with the instructions provided by POST; and immediately following the test administration will return all answer sheets, test book control sheets, proctor report, candidate rules agreement, and master inventory sheets to:



**SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND THE  
CALIFORNIA COMMISSION ON PEACE OFFICER STANDARDS AND TRAINING  
FOR USE OF THE POST ENTRY-LEVEL LAW ENFORCEMENT TEST BATTERY**

Commission on Peace Officer Standards and Training  
SCRB-Test Orders  
860 Stillwater Road, Suite 100  
Sacramento, CA 95605

- (a) Used and unused test booklets shall be shredded immediately after a test administration if the agency is testing only once. If the agency is testing more than once in the month, the used test books should be shredded after each test and the unused test books should be shredded at the end of the month. All test books should be shredded under the supervision of the testing agency.
2. Test materials supplied to the Examining Agency will be used in accordance with relevant professional standards (e.g., *Standards for Educational and Psychological Tests, American Psychological Association*) and State and Federal law.
3. Test materials supplied to the Examining Agency for use on a specific date will not be re-used by the Examining Agency on another date without prior notification to POST.
4. The authorized person at the Examining Agency will designate one or more agency staff (hereinafter referred to as a “Designee”) to be authorized to receive test materials from POST. Designees cannot be student assistants or cadet personnel who work for the public safety department or academy in a paid or volunteer capacity.
  - (a) The authorized person at the Examining Agency will require each designee to read this agreement and sign Attachment A, *Acknowledgement of the requirement to adhere to the terms and conditions of The POST Entry-Level Law Enforcement Test Battery Security Agreement*.
  - (b) The authorized person at the Examining Agency will notify POST, in writing, of each designee's name, title, e-mail address, sworn status, and telephone number prior to the receipt of any test materials by listing their names on Attachment B. A revised copy of Attachment B will be sent to POST whenever the designee list changes, especially when new test proctors must be trained.
  - (c) The authorized person at the Examining Agency will keep a signed copy of Attachment A on file for each designee and will make these signed copies of Attachment A available for inspection by POST.

**SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND THE CALIFORNIA COMMISSION ON PEACE OFFICER STANDARDS AND TRAINING FOR USE OF THE POST ENTRY-LEVEL LAW ENFORCEMENT TEST BATTERY**

- (d) Whenever one of the Examining Agency's designees leaves the Examining Agency's employment or is relieved of the responsibility for carrying out the terms of this agreement, the Examining Agency will promptly notify POST in writing by submitting a revised list of designees (Attachment B).
  - (e) Examining Agency Authorized Person and Designees are prohibited from taking the POST Entry-Level Law Enforcement Test Battery for which they have had access to the test materials for a period of 2 years.
- 5. The Examining Agency will limit access to the test materials to persons from the Examining Agency who are Designees and have direct responsibility for the Examining Agency's testing function.
- 6. The Examining Agency will provide each candidate with a POST T-Score breakdown on Agency letterhead within 30 days of completion of the examination. The results letter must also contain the test date, candidates first and last name along with their complete mailing address.
- 7. Before an examinee can retest, he/she must wait for a period of 30 calendar days. The Examining Agency will need to notify all examinees of the waiting period. POST will not score an exam submitted for any individual who has tested within 30 days.
- 8. The Examining Agency will retain the examinee's identification card (e.g. license, passport) for the duration of the exam. Identification cards should be returned to examinees at the end of the exam once all materials have been inspected.
- 9. All candidates are required to read and sign a candidate code of conduct document prior to each test administration. Refusal to sign and follow the agreement will result in the candidate not being able to take the test or to see any test questions.

**C. Scoring/Retention/Review of Test Materials**

POST will provide the Examining Agency with a report of test results for each test administration. If requested by the Examining Agency in writing, POST will retain answer sheets for such reasonable time as the Examining Agency's rules may prescribe. Keyed copies of the tests will not be made available for inspection, nor will candidates be allowed to review any test at any time.

**SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND THE  
CALIFORNIA COMMISSION ON PEACE OFFICER STANDARDS AND TRAINING  
FOR USE OF THE POST ENTRY-LEVEL LAW ENFORCEMENT TEST BATTERY**

**D. Exceptions**

Any exception to this Agreement must be stated in writing and agreed to by both parties before such exception may be in effect.

**E. Termination of Agreement**

If officials of the Examining Agency should, in the future, find that they are no longer able to assure fulfillment of the Agreement, the signer or other official will promptly notify POST to that effect in writing, and upon request, the Examining Agency will return all testing materials obtained from POST.

POST reserves the right to terminate this Agreement, or to withhold access to its testing materials, if it has reason to believe that the terms of the Agreement are not being fulfilled.

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND THE  
CALIFORNIA COMMISSION ON PEACE OFFICER STANDARDS AND TRAINING  
FOR USE OF THE POST ENTRY-LEVEL LAW ENFORCEMENT TEST BATTERY

**IV Acceptance of Terms and Conditions of this Agreement**

On behalf of the Agency I represent, I accept the terms and conditions of this agreement and agree to comply with them. By signing, I understand that I am accepting responsibility for any test related actions on behalf of all Agency Representatives.

**EXAMINING AGENCY**

NAME Michael A. Earl TITLE Director of Human Resources  
(Please Print)

AGENCY City of Vernon

STREET ADDRESS 4305 S Santa Fe Avenue

CITY/STATE/ZIP Vernon, CA 90058 PHONE (323) 583-8811, ext. 239

EMAIL ADDRESS mearl@ci.vernon.ca.us

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

**COMMISSION ON POST**

NAME Tammura Brown TITLE Sr. Personnel Selection Consultant

ADDRESS 860 Stillwater Road, Suite 100

CITY/STATE/ZIP West Sacramento, CA 95605

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND THE  
CALIFORNIA COMMISSION ON PEACE OFFICER STANDARDS AND TRAINING  
FOR USE OF THE POST ENTRY-LEVEL LAW ENFORCEMENT TEST BATTERY

ATTACHMENT A

ACKNOWLEDGEMENT OF THE REQUIREMENT  
TO ADHERE TO THE TERMS AND CONDITIONS  
OF THE POST ENTRY-LEVEL LAW ENFORCEMENT TEST BATTERY  
SECURITY AGREEMENT

*(To be retained on File at the Examining Agency)*

I have been provided with a copy of the POST Entry-Level Law Enforcement Test Battery Security Agreement with the California Commission on Peace Officer Standards and Training. I have read and understand the terms and conditions of this agreement, and I agree to carry out my duties and responsibilities in accordance with all applicable provisions. I understand that I cannot take the PELLETB for a period of two years from the date I signed this acknowledgement.

NAME \_\_\_\_\_  
*(Please Print)*

TITLE \_\_\_\_\_

AGENCY \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

TELEPHONE ( \_\_ ) \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**ATTACHMENT B**

**DESIGNEE LIST**

I, Michael A. Earl (Authorized person), designate the individuals listed below to be POST designees for City of Vernon (Examining Agency).

A designee is anyone that will handle POST test material. I acknowledge that the individuals listed below and myself have all read the POST security agreement, signed Attachment A and will adhere to the terms as presented to maintain the integrity and security of POST's testing materials.

*(Please Print)*

<u>Name</u>	<u>Job Title</u>	<u>Phone number</u>	<u>Email address</u>	<u>Test Coordinator/ Primary Contact Y/N?</u>

**SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

# City Council Agenda Item Report

Agenda Item No. COV-778-2021

Submitted by: Karina Rueda

Submitting Department: Human Resources

Meeting Date: September 21, 2021

## **SUBJECT**

Services Agreement with Alliant Insurance Services, Inc.

## **Recommendation:**

Approve and authorize the City Administrator to execute a three-year services agreement with Alliant Insurance Services, Inc. (Alliant), in substantially the same form as submitted, to perform professional Health Benefits Brokerage and Consulting Services, effective October 1, 2021 through September 30, 2024, for a total not to exceed \$222,000 (\$74,000 per year) over the three-year term.

## **Background:**

The Human Resources Department utilizes the services of a professional Health Benefits Brokerage and Consulting firm to provide health benefit consulting services and to assist with the acquisition, implementation, maintenance, communication, and improvement of employee and retiree health and welfare benefits.

In accordance with Vernon Municipal Code (VMC) Section 2.17.07 and in order to select an appropriate firm to provide the aforementioned services, the Human Resources Department issued a Request for Proposal (RFP) on June 28, 2021 for Health Benefits Brokerage and Consulting Services with a submission deadline of July 13, 2021. Pursuant to VMC Section 2.17.15 which requires notice be provided to at least five potential vendors, the RFP notification was sent to ten (10) brokerage firms likely to qualify to submit a proposal. Further outreach was conducted by advertising the RFP on the City's website and on the Public Agency Risk Management Association's (PARMA) website. As a result of these outreach efforts, six (6) responses to the RFP were received.

A committee comprised of five (5) City staff members from a cross section of management, supervisory, analytical, and human resources staff, conducted an initial review of the proposals submitted and three (3) firms were invited to further participate in the selection process which included a presentation and interview before the committee. The three (3) firms provided very competitive proposals; however, Alliant, consistently ranked the highest among committee members.

Alliant is a recognized leader in the public agency arena, with over 1,000 public entity clients, representing over 300 cities. They are California's largest public entity brokerage firm. Nationally, they are represented by a staff of nearly 4,700 employees and rank as the 10th largest Employee Benefits firm in the United States. Their experience in leveraging their size and expertise in the insurance market has helped their public sector clients, including the City of Vernon, realize cost reductions with long-term stability.

It is recommended that City Council approve and authorize the City Administrator to execute the proposed Services Agreement with Alliant for Health Benefits Brokerage and Consulting Services. The proposed agreement has been reviewed and approved as to form by the City Attorney's Office.

**Fiscal Impact:**

The total not-to-exceed value of the proposed services agreement with Alliant is \$222,000 for a three-year term. Adequate funds have been included in the 2021-2022 fiscal year budget and will be subsequently budgeted for the remainder of the agreement term.

**Attachments:**

1. [Alliant Insurance Services, Inc. Services Agreement](#)



SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND ALLIANT  
INSURANCE SERVICES, INC., FOR HEALTH BENEFITS BROKERAGE AND  
CONSULTING SERVICES

COVER PAGE

Contractor:	Alliant Insurance Services, Inc.
Responsible Principal of Contractor:	Patricia Moore, First Vice President
Notice Information - Contractor:	Alliant Insurance Services, Inc. 333 South Hope Street, 36 <sup>th</sup> Floor Los Angeles, California 90071 Attention: Patricia Moore, First Vice President Telephone: (213) 270-0978 Email: Patricia.Moore@alliant.com
Notice Information - City:	City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058 Attention: Michael A. Earl, Director of Human Resources Telephone: (323) 583-8811 ext. 239 Email: mearl@ci.vernon.ca.us
Commencement Date:	October 1, 2021
Termination Date:	September 30, 2024
Consideration:	Total not to exceed \$222,000.00 (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 BETWEEN THE CITY OF VERNON AND ALLIANT INSURANCE SERVICES, INC., FOR HEALTH BENEFITS BROKERAGE AND CONSULTING SERVICES

This Agreement is made between the City of Vernon ("City"), a California charter City and California municipal corporation ("City"), and Alliant Insurance Services, Inc., a Delaware corporation ("Contractor").

The City and Contractor agree as follows:

1.0 EMPLOYMENT OF CONTRACTOR. City agrees to engage Contractor to perform the services as hereinafter set forth as authorized by the City Council on September 21, 2021.

2.0 SCOPE OF SERVICES.

2.1 Contractor shall perform all work necessary to complete the services set forth in the City's Request for Proposals issued on or about June 28, 2021, and titled Health Benefits Brokerage and Consulting Services, and Contractor's proposal to the City ("Proposal") dated July 13, 2021, 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 term of this Agreement shall commence on October 1, 2021, and it shall continue until September 30, 2024, 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.

5.2 Contractor's grand total compensation for the entire term of this Agreement, shall not exceed **\$222,000.00** 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. Contractor agrees to indemnify City, its officers, elected officials, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities"), including but not limited to professional negligence, that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the acts or omissions of Contractor hereunder, or arising from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such

claims or liabilities arise from the gross negligence or willful misconduct of City, its officers, elected officials, agents or employees.

10.0 INSURANCE. Contractor shall, at its own expense, procure and maintain policies of insurance of the types and in the amounts set forth below, for the duration of the Contract, including any extensions thereto. The policies shall state that they afford primary coverage.

i. Automobile Liability with minimum limits of at least \$1,000,000 combined single limit, including owned, hired, and non-owned liability coverage.

ii. Contractor agrees to subrogate automobile liability resulting from performance under this agreement by agreeing to defend, indemnify and hold harmless, the City, and its respective employees, agents, and City Council from and against all claims, liabilities, suits, losses, damages, injuries and expenses, including all costs and reasonable attorney's fees ("Claims"), which are attributable to any act or omission by the City under the performance of the services.

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

Premises/Operations and Personal Injury coverage is required. The City of Vernon, its directors, commissioners, officers, employees, agents, and volunteers must be endorsed on the policy as additional insureds as respects liability arising out of the Contractor's performance of this Contract.

(1) If Contractor employs other contractors as part of the services rendered, Contractor's Protective Coverage is required. Contractor may include all subcontractors as insureds under its own policy or shall furnish separate insurance for each subcontractor, meeting the requirements set forth herein.

(2) Contractor agrees to subrogate General Liability resulting from performance under this agreement by agreeing to defend, indemnify and hold harmless, the City, and its respective employees, agents, and City Council from and against all claims, liabilities, suits, losses, damages, injuries and expenses, including all costs and reasonable attorney's fees ("Claims"), which are attributable to any act or omission by the City under the performance of the services.

iv. Professional Errors and Omissions coverage in a sum of at least \$1,000,000,

where such risk is applicable. Applicable aggregates must be identified and claims history provided to determine amounts remaining under the aggregate. Contractor shall maintain such coverage for at least one (1) year after the termination of this Agreement.

v. Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. In addition, Contractor shall require each subcontractor to similarly maintain workers' compensation insurance in accordance with the laws for California for all of the subcontractor's employees. Compliance is accomplished in one of the following manners:

- (1) Provide copy of permissive self-insurance certificate approved by the State of California; or
- (2) Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of \$1,000,000 per accident. The policy shall be endorsed to waive all rights of subrogation against City, its directors, commissioners, officers, employees, and volunteers for losses arising from performance of this Contract; or
- (3) Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

vi. Each insurance policy included in this clause shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days' prior written notice to City.

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

viii. Prior to commencement of performance, Contractor shall furnish City with a certificate of insurance for each policy. Each certificate is to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) must be in a form approved by City. City may require complete, certified copies of any or all policies at any time.

ix. Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Contractor shall immediately notify City and cease all performance under this Contract until further directed by the City. In the absence of satisfactory insurance coverage, City may, at its option: (a) procure insurance with collection rights for premiums, attorney's fees and costs against Contractor by way of set-off or recoupment from sums due to Contractor, at City's option; (b) immediately terminate this Contract and seek damages from the Contract resulting from said breach; or (c) self-insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorney's fees

and costs, being collectible from Contractor, by way of set-off or recoupment from any sums due to Contractor.

11.0 GENERAL TERMS AND CONDITIONS.

11.1 INDEPENDENT CONTRACTOR.

11.1.1 It is understood that in the performance of the services herein provided for, Contractor shall be, and is, an independent contractor, and is not an agent, officer or employee of City and shall furnish such services in its own manner and method except as required by this 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. The terms of the City's Request for Proposals shall control over the Contractor's Proposal.

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: Michael A. Earl, Director of Human Resources  
4305 Santa Fe Avenue  
Vernon, CA 90058

If to the Contractor:

Alliant Insurance Services, Inc  
Attention: Patricia Moore, First Vice President  
333 South Hope Street, 36<sup>th</sup> Floor  
Los Angeles, California 90071

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].

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

Alliant Insurance Services, Inc., a Delaware  
corporation

By: \_\_\_\_\_  
Carlos R. Fandino, Jr.  
City Administrator

By: \_\_\_\_\_

Name: Michael Menzia

Title: Executive Vice President

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_  
Lisa Pope, City Clerk

Name: Patricia Moore

Title: First Vice President

APPROVED AS TO FORM:

\_\_\_\_\_  
Zaynah N. Moussa,  
Interim City Attorney

EXHIBIT A  
CONTRACTOR'S PROPOSAL



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## **Alliant Employee Benefits**

### **Health Benefits Brokerage and Consulting Services**

City of Vernon

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July 13, 2021



## Cover Letter

7/13/2021

City of Vernon  
Karina Rueda, Human Resources Analyst  
4305 Santa Fe Avenue  
Vernon, CA 90058

Dear Karina,

Thank you for providing Alliant the opportunity to respond to the City's Request for Proposal. We are excited about the prospect of continuing to work with the City in the capacity of Employee Benefit Broker/Consultant and believe that our depth of resources will provide your staff with a level of support that goes well beyond the traditional Benefit Consultant's role.

### **Proven Track Record**

Alliant is one of the top 10 largest commercial insurance brokerage and consulting firms in the United States and has a long history dating back to 1925. We provide a full spectrum of employee benefit consulting, insurance brokerage services and risk management services to over 27,000 employers nationwide. Since our founding, our consulting practice has experienced unparalleled growth without compromising our identity.

We take a proactive, strategic approach in working with our clients. This allows us to identify trends, both industry-wide and within your individual programs, and provide you with the tools to successfully navigate through the ever changing healthcare environment. We ensure you we are educated and well equipped to anticipate change rather than react or be left with little choice.

### **Public entity expertise**

We have over 1,000 public entity clients, including many cities, counties, special districts, community college districts, and K-12 public schools, either as direct, individual clients or as clients through our relationship with them as members of Joint Powers Authorities. Alliant's expertise in the public entity sector is unmatched by any other organization in our proven track record and consistent effort to raise the bar for our clients. We continuously work to develop plans and products to help public agencies reduce costs, provide services and maintain benefits.

### **Dedicated Service Team**

If selected, the City will continue to be assigned to one of our most experienced dedicated

service teams comprised of professionals with a diverse background and proven performance track record. The attached proposal clearly outlines your Alliant team of resources, as well as the area of expertise of each team member. Each member has extensive experience working with various benefit plan options.

At Alliant, we strive to provide a level of consulting and service support that exceeds your expectations, which we believe has been proven during our partnership with the City over the past 8 years. In the end, our goal is to maintain our existing relationship with you and your staff and continue a successful, long-term partnership.

We attest that all of the information submitted with the proposal is true and correct. We appreciate the opportunity to respond to this RFP and are confident we will exceed your expectations and requirements. If you have any questions, please feel free to contact us at the address below.

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

Sincerely,



Pat Moore  
First Vice President  
Alliant Employee Benefits  
333 S. Hope Street, 36<sup>th</sup> Floor  
Los Angeles, CA 90071  
(818) 606-9315  
[Patricia.Moore@alliant.com](mailto:Patricia.Moore@alliant.com)

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### Exhibits

1. Alliant’s Partial Public Entity Listing
2. Sample Benchmarking Report
3. City of Vernon 2021 OE Brochure
4. Sample Compliance Materials
5. Sample Wellness Newsletter
6. Alliant Team Bios

**Important Note:** This PDF is designed to be interactive on your computer. You may click on any page number or page title on the above Table of Contents to get automatically redirected. We have also added bookmarks to each section and Exhibit utilizing Adobe PDF’s Bookmarks feature. Clicking on the section/Exhibit title on the Bookmarks Navigation pane will automatically redirect you to the appropriate page.

## Section I – Introduction

**Present introduction of the proposal and your understanding of the assignment and significant steps, methods and procedures to be employed by the proposer to ensure quality deliverables that can be delivered within the required time frames and your identified budget.**

Alliant is uniquely qualified to meet the needs of the City of Vernon's Employee Benefits Program. As a large firm and your existing Employee Benefits Consultant, we've been able to provide many resources while still being able to offer hands-on, specialized service. We are a national firm but have a local presence in the Los Angeles area. Our consulting and technical experience coupled with our market leverage and health risk management knowledge, will allow us to lower costs over the long term and provide the City of Vernon with a customer service experience that is second to none.

Alliant is one of the nation's leading distributors of diversified insurance products and services, ranking as the 10th largest Employee Benefits firm in the United States with over 130 offices throughout the United States and nearly 4,700 associates nationally. With regard to Employee Benefits specifically, our firm employs approximately 1,000 associates. The company provides its diverse clientele with a comprehensive portfolio of services including Employee Benefits, Commercial Insurance, and Specialty Insurance Programs.

### **PUBLIC ENTITY EXPERIENCE**

Alliant Insurance Services, Inc. is the largest public entity brokerage firm in California and brings to the City the experience gained from working with many of California's public entities. We have more than 1,000 public entity clients, including many cities, counties, special districts, community college districts, and K-12 public schools, either as individual clients and/or as clients through our relationship with joint powers authorities (JPAs). Our extensive public entity client list keeps us focused in a proactive manner on solving issues that are unique to public entities. Our public sector clients in California include:

- + 55 of the 58 California Counties
- + Over 300 Cities
- + Over 300 School Districts
- + Over 200 Special Districts
- + Over 100 Hospitals

Please see **Exhibit 1** for a Partial Alliant Public Entity Client List.

Alliant is uniquely qualified to serve as your benefits broker and consultant. Our focus, experience and expertise allow us to help you achieve:

**+ Cost Management and Stability:** Representing and negotiating on behalf of customers

with over \$20 billion in annual premium has allowed us to develop a very strong position with insurance carriers. Alliant's negotiating power provides you and your employees with cost saving opportunities.

- + **Unique and Customized Public, Sector Insurance Programs:** At Alliant, we leverage our size and expertise in the public sector to create exclusive programs that are designed specifically for cities, special districts, schools, and counties. Because of the size, economies of scale, and specialized nature of these programs, public agencies and their employees are able to take advantage of lower costs, unique benefit and program features, stability in pricing, while maintaining autonomy in the design of case specific plan components. SISC is an example of one of these programs.
- + **Access to Quality Care and Meaningful Choice:** We understand that quality has different meanings for different people. Alliant has created an insurance carrier evaluation tool that outlines the key variables to be considered when selecting a health insurance carrier, i.e. benefits, network, cost, and quality. This tool is customized for each client and provides meaningful information about the plan components that are most important to you and your employees.
- + **Administrative Suite of Services:** Alliant has identified critical services and support resources to reduce the soft dollar costs of administering employee benefit programs. Our services are designed to provide efficiencies by simplifying your daily administrative processes.
- + **Custom Communications:** Communication is a critical component of managing employee benefit programs and can dramatically impact the employee's perceived value and satisfaction with the benefits plan. Alliant has a full range of capabilities related to the communication and education of public agencies, their employees and retirees. Our approach is very client specific and can include a variety of different mediums including hard copy, electronic, intranet, posters/flyers, and face-to-face seminars/meetings.
- + **Underwriting and Actuarial Support and Analysis:** Alliant's full-time actuarial and underwriting team is involved on an ongoing basis including; pre-renewal planning and strategies, developing future cost projections, plan design pricing estimates, creating customized claim, utilization, clinical and financial reports, actuarial and consulting support, and renewal analysis and negotiation.
- + **Compliance and Regulatory Support:** Alliant retains a health and welfare attorney dedicated to educating and supporting our consultant staff and provides updates on new developments, legislation, regulations, and practices that affect proper employee benefit plan administration, especially in regard to Healthcare Reform.
- + **Expert Representation at Benefit Committee Meetings:** Our experience in the public sector arena allows us to better serve you and to provide expert representation at your various meetings including regular benefit committee meetings. We understand the issues related to aligning multiple constituents, negotiating with unions, preserving benefits, and managing costs and contributions.

## Section II – General Scope of Work

Briefly summarize the scope of work as the proposer perceives or envisions it for each Service Area proposed.

Alliant has, in collaboration with the City's committee, developed a long-term employee benefits strategy aligned with the City's goal of maintaining quality programs and containing costs. We understand the City's current challenges, labor-management relations, budget constraints and current benefit program and have recommended a strategy that suits the needs of the City and its employees. Since 2013, when Alliant was awarded Broker of Record for the City of Vernon, we have saved the City \$2,262,405 in medical premium increases. In 2020, Alliant was able to negotiate the renewal from 2.3% down to a rate pass for a savings of \$115,000 and in 2021, Alliant negotiated the renewal from 3% to a negative -1.5% for a savings of \$212,000.

We take a proactive, thoughtful, data-driven approach in working with our clients. This allows us to identify trends, both industry-wide and within your individual programs, and provide you with the tools to successfully navigate through the ever-changing health care environment. We ensure that you are educated and well-equipped to anticipate change rather than react or be left with little choice.

In order to formulate and implement goals, we follow an annual work plan which is comprised of eight stages:

- + Stage 1 – Strategic Planning
- + Stage 2 – Reporting & Benchmarking
- + Stage 3 – Pre-Renewal Strategy
- + Stage 4 – Procurement, Analysis, & Negotiation
- + Stage 5 – Recommendation & Implementation
- + Stage 6 – Communication & Education
- + Stage 7 – Compliance and Contract Review
- + Stage 8 – Program Monitoring & Vendor Management

### Stage 1 – Strategic Planning

Alliant takes a very systematic approach when consulting with clients on current plan offerings and making any recommendations to alter programs to be more cost effective. Due to our vast experience in the healthcare sector, we understand the need to reduce cost with minimal benefit changes. This requires Alliant to be more creative in reducing costs while maintaining benefits and we feel this differentiates us from other consultants.

In order for Alliant to perform a comprehensive review of the existing Benefit Plans, we will need a clear understanding of the City's objectives and thorough knowledge of the current situation.

This review will allow us to gain a complete understanding of the City's benefit plans, contract provisions, and plan performance. Based on our findings, we will work with the City to develop our annual goals and objectives to guide us through the annual work plan.

### Stage 2 – Reporting & Benchmarking

Clear and concise reporting is essential to understanding the components and cost indicators that drive the performance of your benefit plans. Although detailed claim experience information for the city is not available due to size and funding method, Alliant is able to obtain annual large claim info through the Shield concierge program which provides some visibility and insight into the large claims incurred at the city.

In addition, we also provide the City with customized benchmarking information including a demographic analysis, medical enrollment changes and renewal history benchmarked to trend.

With our extensive public entity client base, we are able to provide the City with pertinent information regarding industry trends and comparative cost data. Alliant compares the City's current benefit plans, premium costs and cost sharing strategy with that of our benchmark data. After our benchmark review, we deliver the results of our findings and may suggest additional changes or enhancements that will have a positive effect on plan performance and utilization behaviors.

We work closely with the City to evaluate both industry specific benchmark data, as well as best in class data regardless of industry. See **Exhibit 2** for a sample benchmarking report.

### Stage 3 – Pre-Renewal Strategy

We begin the renewal process roughly 6 months prior to the effective date with our preliminary renewal meeting so that we understand the City's budget requirements, expected growth and other anticipated needs. At the pre-renewal meeting, we will provide market trends analysis by plan, introduce new product innovation, review insurance carrier performance, identify areas of cost containment and provide renewal estimates and large claims analysis. This strategy provides us with ample time to evaluate options, secure the most favorable contractual terms, and to provide scenarios that meet budget guidelines.

### Stage 4 – Procurement, Analysis, & Negotiation

As part of the renewal process, Alliant will provide analysis and tools to help the City understand alternative plan design and cost reduction options for each line of coverage and how potential changes will affect overall premium and employee out-of-pocket costs. Some of the analysis and decision-making tools that Alliant provides include evaluation and renewal negotiation and analysis of funding options, benefit plan design options and cost impact, and alternative cost control approaches. Alliant will ensure the analysis is presented in a clear and concise report including side by side comparisons of the plans and carriers.

Our team will represent the City in all renewal negotiations with insurance providers, third party administrators, networks, vendors, etc. Alliant's current book of business has an annual premium equivalency of over \$20 billion, which allows us to leverage and negotiate from a very strong position with the carriers. Our Underwriting unit will play a key role in the negotiation of renewal premiums and plan design options. Alliant understands that while changing carriers is undesirable for employees, it is periodically necessary to market lines of coverage to other insurance carriers to ensure the City is receiving the most cost effective and comprehensive coverage available. When needed, Alliant evaluates vendor services through an RFP and due diligence process designed to draw out the best quality services and cost proposals for our clients. Regardless of the service (Medical, Benefit Administration, Online Eligibility, COBRA, etc.), Alliant will ensure that all vendors are competing on a level playing field through comprehensive RFPs that delineate required services. The Alliant team will evaluate many variables in the renewal and marketing process.

### Stage 5 – Recommendation & Implementation

Once we have finalized renewal negotiations and narrowed the field of potential carriers or potential plan opportunities based on initial cost, benefit and network analysis, we provide several additional decision making tools to assist the City in its evaluation such as carrier interviews, performance guarantees and rate caps.

Implementation of goals and strategies will be coordinated between the City, Alliant and vendors in order to achieve the best results. Alliant will frequently communicate with the City to ensure milestones are achieved in a timely manner. Alliant has developed an implementation process that will enable clients to measure each step of the process.

**Open Enrollment:** In addition, Alliant will continue to be actively involved in the City's annual open enrollment. We assist in planning, facilitating, and conducting any required open enrollment meetings onsite or using a recorded webinar. We will also assist in designing, creating and reviewing communication materials as needed. We will coordinate the request for insurance carrier materials and attendance at meetings when required. We recommend starting the open enrollment process as early as possible. Alliant's experienced service team will work with the City to create a timeline of activities leading up to open enrollment with key milestones highlighted as well as shared responsibilities.

### Stage 6 – Communication & Education

We believe that effective communications are essential to a fully functioning benefits program. Alliant has a standard employee communication package that includes a full spectrum of open enrollment resources, as described below. This proprietary program, Alliant CampaignBuilder™, enables customization of your open enrollment materials to match your company's brand, culture, and benefits theme. Core materials include:

- + **Benefits Summary** – A simple design and standard text that can be customized for various employee groups/locations. The benefits summary includes key benefit plan



information and required compliance notices, and can also incorporate optional health literacy content. This brochure may be distributed as a PDF, online flipbook, and/or printed and distributed. Please see **Exhibit 3** for the 2021 OE Brochure.

- + **Open Enrollment Email Announcements** – We prepare a series of emails leading up to open enrollment, communicating benefit changes, employee action steps, meeting schedules, other communications materials, and anything else that employees need to know to complete enrollment.
- + **Open Enrollment Presentation** – For your open enrollment meetings, we prepare an engaging open enrollment presentation summarizing the benefit changes for the coming year and highlighting any benefits that you want employees to focus on. If you would like to record your presentation, we use the Brainshark platform that enables either your Alliant team, one of your Benefits/HR staff or a professional voiceover artist to bring your presentation to life. Employees can access the presentation from any computer or mobile device, regardless of platform.
- + **Educational Videos** – Short, engaging videos help employees grasp benefits concepts such as key insurance terms; features of and differences between HDHP, HMO and PPO plans; primary care vs. urgent care vs. ER; and prescription drug coverage and cost saving tips. These videos are available at no cost. Several topics are available in both English and Spanish.

In addition to the open enrollment resources listed above, Alliant can provide supplemental communications to help your employees engage with their benefits program year-round. These include materials from our CampaignBuilder™ library and tools from our strategic vendor partners.

- + New Hire/Recruiting Summary
- + Prescription Drug Education
- + Health Fair Materials
- + Virtual Health Fairs
- + FSA Reminders
- + Video Postcard Enrollment Announcements
- + Decision Support Tools

### **MyBenefits.Life™ Benefits Portal and Smartphone Application**

MyBenefits.Life, your new go-to resource, provides the City employees (and their families) with benefits information from one convenient spot instead of through each individual service provider you contract with. Whether their preferred method is via computer, tablet or smart phone (iOS or Android), or via a phone call with one of our benefit advocates — access to information is simple and effortless.

MyBenefits.Life makes communicating benefits and related HR-information easy for you through broad messaging and custom web pages. Use it as your HR portal to provide information about updates or changes to benefits, perks or open enrollment, tips for new

hires, and more. It's an effective solution that helps your employees increase their understanding and usage of the benefits offered at the City.

MyBenefits.Life makes getting the information they want uncomplicated. Whether they're at home or on-the-go, they get immediate access to benefit plan details, plan contacts, important documents, announcements and enrollment information, educational tools (informative articles, videos, glossary, etc.) Please visit <https://vimeo.com/379896362> for a quick video. You can also access a demo site by going to [tech20.mybenefits.life](https://tech20.mybenefits.life) and entering Employer Key: tech20.

**Health Fairs:** We know the City has also held health fairs in conjunction with open enrollment. Alliant believes annual health and safety fairs are a fundamental part of any group healthcare strategy. The City's dedicated service team will be happy to assist with planning the event, securing vendors, and selecting among the numerous screening services, educational demonstrations and exhibits that are available for health fairs.

### City Staff Education

In addition to employee-focused education, Alliant also provides live and/or web-interactive access to educational events specifically designed to provide guidance to City staff. On at least a quarterly basis, our compliance team hosts periodic compliance webinars focused on relevant topics (CLE-credit available) and our Alliant Academy Learning Series is hosted by experts focused on emerging trends in the Healthcare market. Finally, PRISM hosts an annual Healthcare Symposium for its members with several locations/dates across the state.

### Stage 7 – Compliance and Contract Review

Alliant provides proactive, efficient, and client-tailored employee benefits compliance support through our in-house Compliance department. There is no additional fee to work with our compliance advisors. The team is staffed by experienced attorneys and benefits professionals exclusively dedicated to reviewing, researching, and problem-solving the employee benefits compliance needs of Alliant clients, including issues arising under Healthcare Reform, ERISA, COBRA, HIPAA, Cafeteria Plans, Medicare, as well as compliance issues particular to non-profit sector. Our Employee Benefits Compliance department works closely with the employee benefits service teams to understand not only your plan design and population, but also your business objectives, culture, and risk tolerance, which facilitates proactive and meaningful compliance support. Our Compliance department remains current with federal and state regulatory agencies, including the Internal Revenue Service (IRS), the Department of Labor (DOL), the Department of Health and Human Services (HHS), and the Centers for Medicare and Medicaid Services (CMS). Please see **Exhibit 4** for Sample Compliance Communications.

Our national compliance department is staffed by experienced attorneys and benefits professionals exclusively dedicated to reviewing, researching, and problem-solving the employee benefits compliance needs of Alliant clients. Our Alliant compliance counsel are

highly engaged and interact frequently with our account teams to work through challenges around client-specific situations. They're also available to work with you directly for complex and specific matters.

### **Contract Review**

Alliant will act as a liaison between the City and all insurance carriers and third-party vendors. As part of our annual work plan that we develop for the City, Alliant will conduct a thorough review of the contracts to ensure that rates, benefits and provisions match what was agreed upon at renewal.

We will work closely with the City and vendors to coordinate implementation timelines and ensure milestones are achieved in a timely manner. In the event that the errors are discovered in the contracts, Alliant will work with the insurance carrier to have contracts corrected. At the end of this process, Alliant will deliver both electronic and hard copies of the contracts.

### **Stage 8 – Program Monitoring & Vendor Management**

We understand the importance of an ongoing review of The City's benefits program. In order to maintain the integrity of the program, it is imperative that we ensure that the benefit plans and provisions are operating in line with your expectations. In order to achieve this, we will provide ongoing support with plan document review, vendor management, claims and eligibility assistance and resolution including benefit advocacy, and legislative updates and compliance.

Alliant will work with The City in developing, negotiating, and implementing performance standards and guarantees for benefit plan providers. For carriers that have agreed to performance standards for items such as customer service (call abandonment rates and average phone hold times), claims payment (turnaround time and financial accuracy), and implementation (claims system readiness and ID card release), we will monitor the results of each measurement on a monthly basis using reports provided by the carriers.

As part of this evaluation, we will advise The City as to each vendor's performance versus the goals and will work with vendors to improve processes in those areas that fall short of expected results. Additionally, we would perform a claims operation audit of each carrier to validate the self-reported results and ensure that claims are being processed in accordance with negotiated plan provisions.

## Section III – Work Plan

**Present concepts for conducting the work plan and interrelationships of all projects. Define the scope of each task including the depth and scope of analysis or research proposed.**

Alliant understands the needs and issues that public entities face on a daily basis. Our team of professionals is dedicated to serving the needs of public entities, and each team member is educated and trained in various specialties, including group underwriting, claims and billing resolution, legislative compliance, contract review, strategic planning, labor management consensus, online enrollment strategies, and custom communications. Alliant provides these resources so that we may be an extension of our clients Benefits Departments.

### Annual Work Plan

Once we have developed the strategic plan for the City, we will break the first year objectives down into tangible milestones which will be built into an Annual Work Plan. This custom management plan will consist of various stages with clearly defined time lines and will be evaluated each year to ensure it is consistent with the long term goals and changing needs of the City. For example:

### DEVELOP COST-SAVING RECOMMENDATIONS

Alliant leverages our size and expertise in the public sector to create exclusive programs specifically for special districts, schools, cities, and counties. These programs provide cost savings, while matching current benefits and providing greater long term stability. We understand that each of our clients is unique and there is no solution that works for everyone. Our strategy is to provide an independent consulting approach and present both joint purchasing program options, as well as options that are available in the market and let our client's determine which solution is a better fit for their needs and employee and retiree population. The following are possible benefit strategies for the City:

### Pooled Purchasing Options

We work with a number of JPAs throughout the country to develop exclusive pooled purchasing benefit programs that are designed specifically for public agencies and their unique characteristics. These programs leverage volume to provide cost savings and greater long term stability through risk sharing. Our strategy is to provide an independent consulting approach and present both available program solutions as well as options that are available in the market. A few examples of our public sector programs include: life insurance, disability, medical, dental, vision, EAP, and stop loss programs. Below are some of the programs that may be of interest to the City:

### PRISM (formerly CSAC EIA) Benefit Programs

The Public Risk Insurance Solutions Management (PRISM) is a member directed joint powers authority (JPA) comprised of California public agencies dedicated to controlling losses and

providing risk management and employee benefit solutions. PRISM's membership has expanded to include 94% of California Counties, 60% of California Cities and several other public districts California Public Agencies (Superior Courts, Special Districts and other Joint Powers Authorities).

PRISM Benefit Programs leverage volume to offer lower administrative fees, reduced carrier profit margin and risk sharing to create more stable renewals; the result is lower costs and greater long term stability for PRISM program members. Through Alliant, the City has access to PRISM Benefit Programs including medical, dental, life, disability, vision and EAP. Note that access to PRISM Benefit programs is exclusively through Alliant, other Brokers may not access PRISM Benefit Programs.

### **Alternative Funding Expertise**

At Alliant, we are experts in alternative funding arrangements. We have a dedicated technical underwriting unit staffed with seasoned underwriters and actuaries that all possess previous carrier underwriting backgrounds and experience and knowledge of fully insured, minimum premium/participating contracts and self-funded options. This unit plays a key role in evaluating alternative funding options for clients and providing day-to-day support to our consultants as it pertains to claims/utilization analysis, renewal evaluation/negotiation, reserve calculations, and claims projections for our clients. We can help the City evaluate alternative funding options that can reduce cost without reducing benefits for employees.

### **Improve Retiree Medical Benefit Offering and Reduce Administrative Workload**

As more employees retire, they are faced with expensive group retiree medical premiums and limited options if they move out of state. More employers are considering replacing traditional group plans with individual plans for their Medicare retirees. Alliant can provide the City with an option that will provide multiple Individual Medicare products and plan design options for retirees at significant discounts to the group Medicare premiums. Additionally, this option can include retiree reimbursement accounts, retiree billing and premium collection, communication and enrollment services. The end result is less administrative work for the City and more cost effective options for retirees.

Alliant's Retirement Consulting practice currently services approximately 500 clients with over \$10 billion in assets under management. Each retirement client has access to a dedicated staff to assist with matters related to investment strategy, client service, and compliance matters. We offer a comprehensive due diligence process to ensure that clients are meeting fiduciary obligations. Our core services fall under 3 main categories; *Fiduciary Liability Reinforcement, Investment Services, and Vendor Search & Benchmarking*.

### **Health & Productivity/Wellness Consulting**

As healthcare costs continue to escalate, it is increasingly important for employers to develop long term healthcare strategies that will improve quality, reduce costs, and better support participants' needs. Wellness Programs also have value in increasing overall employee

engagement. Many clients also enjoy the benefits that Wellness Programs provide related to being viewed as an employer of choice that cares deeply about their associates and their families. We have found that well-constructed Wellness and Disease Management Programs positively impact employee roles in managing their health, healthcare utilization, and ultimately plan costs. Clients that establish reporting packages to identify medical claim utilization as well as pharmacy data, can structure Disease Management Strategies to successfully reduce costs. Alliant Employee Benefits has helped many clients build and construct customized Disease Management and Wellness Programs. Programs range in scope depending upon the budget, claim experience and culture of each entity. Our philosophy is to design programs that target specific sectors of the employee population.

Alliant's expertise in health management and wellness programs includes:

- + **Skilled and Dedicated Staff:** Alliant's Health & Productivity team is nationally-run and regionally-represented. With an average of 15 years of experience, our team has a wide range of skills and expertise, which includes individuals with clinical backgrounds in worksite wellness, employee benefits and health education.
- + **Strategic Process and Implementation:** We partner with clients through each of the three key stages of programming (Discovery, Design & Implementation and Evaluation) and have a strategic approach to evaluating and supporting the environmental and cultural components unique to each client.
- + **Tools and Resources:** Alliant offers a full suite of tools and resources that assist clients in the understanding, development and implementation of programs across the complete spectrum of client investment and engagement. We have partnerships with numerous stand-alone providers in the Wellness industry, ranging from Wellness web portals, biometric testing vendors, to Health Fair coordinators. These Wellness providers have established relationships with Alliant, and typically provide their services to our customers at discounted pricing.
- + **LifeBalance:** A new service under the Alliant umbrella, LifeBalance is a satisfaction and well-being-boosting benefit that employers and employees love. Since 1996, The LifeBalance Program's exclusive well-being-focused discount network has helped employees enjoy more of the things we all love most -- fun family time, the great outdoors, health, fitness, travel, sports, the arts, and above all, a good deal. Today, LifeBalance is available to over 2 million people nationwide. The program offers savings with hundreds of popular online retailers, and at over 20,000 business locations. With a user-friendly platform, turn-key implementation, and outstanding client and member support, LifeBalance makes it easy to provide a valuable benefit that helps employees lead healthy, happy, and fulfilling lives.

Please refer to **Exhibit 5** for a sample of our Health & Productivity Monthly Wellness newsletter.

## Section IV – Fees and Costs

**Although an important aspect of consideration, the financial cost estimate will not be the sole justification for consideration. Negotiations may or may not be conducted with the proposer; therefore, the proposal submitted should contain the proposer’s most favorable terms and conditions, since selection and award may be made without discussion with any firm. All prices should reflect “not to exceed” amounts per item.**

Broker-Consultant fees are mutually agreed upon with our clients. We are open to discussion about a mutually acceptable fee arrangement with the City. For the Scope of Services described in this RFP and listed below, Alliant proposes **\$74,000** annually billed to the city on a monthly basis. Services include, but are not limited to:

Services	Proposed Fee
Strategic Planning	Included
Pre-renewal meeting (strategy, market update, compliance, etc.)	Included
Renewal Negotiation, Analysis and Recommendations	Included
Procurement of Alternative Cost Saving Initiatives and Options	Included
Utilization Review and Trend analysis	Included
Access to Alliant Purchasing Programs	Included
Legislative Compliance Support and Contract Review	Included
Health Care Reform Compliance & Consulting	Included
Contract Review	Included
Administration and Implementation Support	Included
Benchmarking	Included
Employer Advocacy and Problem Resolution	Included
Employee HealthCare Advocacy Services	Included
Open Enrollment Coordination and Support	Included
Employee Communication Development (Brochures, Notices, Retiree and New-hire Communications)	Included
MyBenefits.Life™ Mobile Application	Included
Employee Surveys	Included
Wellness Program Consulting, Analysis and Recommendations	Included
ThinkHR	Included

### Service Guarantee

To illustrate our commitment of quality service to the City, Alliant is willing to place **10%** of our annual consulting fee at risk. Listed below are the categories of the Service Guarantee:

1. **Execution of Scope of Work (5%)** – Client satisfaction with deliverables in the Scope of Work.
2. **Service and Support (5%)** - Service and support of client with decision making tools, attendance at meetings, and assistance for any



implementation of new benefits, products and transition of carriers.

At any time, the City can invoke the terms of the guarantee. All categories are based solely on client satisfaction level.

### Transparency and Disclosure

All compensation Alliant receives is fully disclosed and transparent.

Alliant is not currently accepting any contingency or override compensation for the City's coverages. Any amounts paid in error this past year have been returned to the carriers.

As an independent consultant, Alliant provides our clients with the choice of joint purchasing solutions as well as options available in the marketplace. Alliant has a separate division within the firm, Alliant Underwriting Services (AUS) that provides Consulting, Underwriting and Program Management Services to a number of Joint Powers Authorities (JPA) and Joint Purchasing Pools throughout the country; this division is separate from Alliant's Brokerage and Consulting division. AUS receives compensation from carriers for services provided to support the operations and administration of a JPA and/or purchasing pool and is a cost included in the premium. Alliant will disclose any AUS fees associated with a joint purchasing program presented to the City. **This does not apply to the City of Vernon since they are not participating in any JPA's managed by Alliant Underwriting Services.**

Alliant may receive compensation on voluntary employee paid insurance policies (example: vested individual insurance policies). This compensation would be in addition to the annual fee paid by the City.

### Additional Services

Alliant is able to assist the City in evaluating vendors who provide the additional services listed below. Our annual consulting fee includes needs assessment, analysis, negotiations, evaluation and implementation. Vendor fees are separate and will be billed directly to the City.

Vendor Services
Online Benefits Eligibility & Enrollment Administration System
Consolidated Billing
COBRA and FSA Administration
Retiree Billing
Payroll/HRIS System Integration
Third Party Wellness Solutions

Alliant is not affiliated with, nor do we own, any vendors who provide these services. Our philosophy is to assist our clients in evaluating "Best in Class" third party administrators, HRIS, online enrollment, benefits statement, claims audit and third party wellness programs.



## Section V - Ability of the Proposer to Perform

**Provide a detailed description of the proposer and his/her/its qualifications, including names, titles, detailed professional resumes and past experience in similar work efforts/products of key personnel who will be working on the assignment. Provide a list of specific individuals who completed such project(s). Identify role and responsibility of each member of the project team. Include the amount of time key personnel will be involved in the respective portions of the assignment. Respondents are encouraged to supply relevant examples of their professional product. Provide a list of references.**

### ACCOUNT TEAM QUALIFICATIONS

Our customer service philosophy is to form integrated consulting and service teams around our clients. Pat Moore, the lead consultant, will assign a team of professionals that will be able to support you and your organization daily, while also working strategically to plan for future needs. The Account Team members that will be assigned to the City are all licensed, experienced employee benefits professionals with diverse insurance and human resources backgrounds. Please see **Exhibit 6** for Team Bios.

### ALLIANT KEY PERSONNEL EXPERIENCE WITH SIMILAR PROJECTS

Alliant's expertise is unmatched by other organization in our proven track record and consistent effort to raise the bar for our clients. We continuously work to develop plans and products to help public agencies reduce costs, provide services and maintain benefits.

The City's Alliant team has significant experience in performing work with public agencies of a similar nature to that solicited in this RFP. Below you will find examples of the team's work and results with different public agencies:

#### County #1 in the Central Coast of California - Team Lead: Kim Hauk

This client is a California County which participated in CalPERS but was interested in opportunities to add value to their employee's benefits and implement programsthat would positively impact their own claims cost.

- + Added onsite clinic for safety personnel
- + Added no cost generic maintenance medication program for employees and dependents
- + Added no cost surgery program for employees and dependents
- + Added Talkspace mental health benefit for employees and dependents

Alliant began a multiyear project to identify options for them in the marketplace and improve their "risk profile" to make them a viable candidate for other programs. Alliant championed the HR team to help them communicate transparently at the executive and committee level. Through this process Alliant worked with the County to:

- + Improve their risk profile by identifying and changing waiver and cash in lieu policies
- + Obtain competitive quotes from the marketplace including PRISM
- + Track and maintain project timing to exit CalPERS timely properly
- + Join PRISM, providing matching plan designs to the most popular plans
- + Give them the ability to represent themselves in the benefits decision making process
- + Add a benefits administration platform for employee enrollment at no additional cost
- + Add FSA and COBRA administration for no additional cost
- + Prepare a project plan for employee communications regarding enrollment and value-added plans
- + Give them the ability to add innovative programs to benefit employees and lower their overall claims costs

### **County #2 in the Central Coast of California – Team Lead: Kim Hauk**

#### **Problem**

- + High cost medical area and high medical loss ratio of 141%
- + Need to identify high risk individuals and lower the incidence of chronic disease and illness in employer population

#### **Solution**

- + Instituted two On-Site Health Clinics accessible to all employees eligible for the County's Health plans
- + Employees utilizing the clinic must complete a Health Risk Assessment and Biometric Screening
- + In 24 months the Employee Health Clinic has cumulatively identified 1,147 High Risk patients and are actively managing them
- + Data has shown a reduction in Cholesterol, Blood Pressure and BMI for High risk patients
- + Approximately \$1,251,602 has not been passed on to medical claims experience due to utilization of clinics instead of local providers and labs
- + Employees have saved approx. \$184,000 on copays/lab work and spend less time away from work to visit a doctor
- + Added no cost generic maintenance medication program for employees and dependents
- + Added no cost surgery program for employees and dependents
- + Facilitated texting capabilities for employee communication

### **City in Southern California – Team Lead: Kim Hauk**

- + Initial Medical Renewal was 9.5%; Negotiated renewal was 4%
- + Secured a proposal with another carrier at -2% below current rates with a \$125k Wellness Budget and a guaranteed 4.9% renewal for 2020 and a 6.9% renewal for 2021.
- + Negotiated \$250K in performance guarantees from the new carrier
- + Secured self-insured and insured Dental and Vision options with savings ranging from -6% to -18%
- + Added Alliant Medicare Solutions for active employees and retirees

## Proven Track Record

We understand the scope of work requested by the City and believe we are the most qualified firm to help the City achieve its goals and objectives. One of the best ways to measure our capabilities is to talk to some of our other clients and ask them about our work product and the results we have achieved working together.

Client References	
County of San Luis Obispo Ashleigh Szkubiel, HR Benefits Manager (805) 781-5963 1055 Monterey St. San Luis Obispo, CA 93408 <a href="mailto:aszskubiel@co.slo.ca.us">aszskubiel@co.slo.ca.us</a>	County of Santa Barbara Katie Torres, Benefits Manager (805) 568-2818 1226 Anacapa St. Santa Barbara, CA 93101 <a href="mailto:kltorres@sbcountyhr.org">kltorres@sbcountyhr.org</a>
City of Santa Monica Amanda Elek-Truman, Sr. HR Analyst (310) 458-8256 1685 Main St. Santa Monica, CA 90407 <a href="mailto:Amanda.Elek-Truman@SMGOV.NET">Amanda.Elek-Truman@SMGOV.NET</a>	City of Atascadero Rachel Hunter, Personnel Specialist (805) 470-3414 6500 Palma Ave. Atascadero, CA 93422 <a href="mailto:rhunter@atascadero.com">rhunter@atascadero.com</a>

## AFFIDAVIT OF NON-COLLUSION BY CONTRACTOR

STATE OF CALIFORNIA                     )  
   )  
COUNTY OF LOS ANGELES             )

Patricia A. Moore, being first duly sworn deposes

and says that he/she is First Vice President  
(Insert "Sole Owner", "Partner", "President", "Secretary", or other proper title)

of Alliant Insurance Services, Inc.  
(Insert name of proposer)

who submits herewith to the City of Vernon a proposal;

That all statements of fact in such proposal are true;

That such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That such proposal is genuine and not collusive or sham;

That said proposer has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Vernon, or of any other proposer or anyone else interested in the proposed contract; and further

That prior to the public opening and reading of proposals, said proposer:

- a. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
- b. Did not directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else would submit a false or sham proposal, or that anyone should refrain from proposing or withdraw his/her proposal;
- c. Did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the proposal price of said proposer or of anyone else, or to raise or fix any overhead, profit or cost element of his/her proposal price, or of that of anyone else;
- d. Did not, directly or indirectly, submit his/her proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, depository, or to any member or agent thereof, or to any individual or group of individuals, except the City of Vernon, or to any person or persons who have a partnership or other financial interest with said proposer in his/her business.
- e. The proposal submitted by proposer, including all data and attachments therein, is in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities, including, but not limited to, the City's Conflict of Interest Policy.

I certify under penalty of perjury that the above information is correct.

Print Name: Patricia A Moore

Title: First Vice President

Signature: 

Date: July 13, 2021

## CONFIDENTIALITY AND DISCLOSURE NOTICES

### Confidentiality

The information contained in this proposal, including the Exhibits, is the confidential and proprietary information of Alliant Insurance Services, Inc. (Alliant) and is protected by trade secret and other applicable laws. The recipient of this proposal agrees that this information will only be used in connection with the review and consideration of this proposal and may not be copied or shared with any other person or entity other than the recipient. If the recipient is requested, whether by subpoena, court order, public records or freedom of information request, to disclose any part of this proposal, the recipient shall promptly notify Alliant of such request, prior to any disclosure, so that Alliant can, at its option, take steps to protect the confidential and proprietary of the information contained in this proposal. The breach of this confidentiality obligation may result in irreparable harm to Alliant and, as such, the recipient acknowledges and agrees that Alliant shall be entitled to pursue all available legal and equitable remedies, including injunctive relief, without the requirement to post a bond, in the event of a breach.

### Disclaimers and Disclosures

**Changes in Services:** If Client requests a change in Services or if changes in Client's size, operations, or organization require a change in the scope and/or nature of the Services and/or Plans, the compensation described in this RFP response will be adjusted accordingly.

**Transparency and Disclosure:** Upon Client's reasonable request, Alliant will disclose Commissions it receives, where possible, in connection with any insurance placements on behalf of Client under Alliant's "Transparency and Disclosure" policy, a copy of which is made available upon request. Pursuant to its policy, Alliant will conduct business in conformance with all applicable insurance regulations and in advancement of the best interests of its clients. In addition, Alliant's conflict of interest policy precludes it from accepting any form of broker incentives that would result in business being placed with carriers in conflict with the interests of Alliant's clients.

**Services Included in Cost of Premium:** In addition to the compensation described in this RFP response, Alliant and/or its related entities may receive additional compensation for underwriting, program administration, and other services that are (a) provided to either Client or the insurance carrier, (b) not contracted for directly by Client, and (c) outside the Scope of Services. This additional compensation, if any, will be included in the cost of the premium Client pays to the carrier and accordingly, will create no additional cost for Client. Notwithstanding this paragraph, any services contracted for directly by Client may be subject to additional costs.

**Indirect Income:** With exception, Alliant may also receive income as a result of a contingent or supplemental income agreement with the insurance carriers. Client may opt-out of having its premiums included in the calculation of indirect income by accessing the "opt-out" form from the link on Alliant's website: <http://www.alliant.com/Legal-Notices/Pages/Disclosure-Policy.aspx>. The parties acknowledge that indirect income, if any, is determined by insurance carriers, and if the Client does not opt-out, it remains the carriers' exclusive decision to include or exclude certain premiums in any calculation. The availability of information regarding the make-up of any indirect income payment is at the carrier's discretion.



# Exhibit 1



Alameda, City of	Albany, City of	Amador, County of
Association of California Water Agencies - JPIA	Atascadero, City of	Atwater, City of
Bay Area Air Quality Management District	Bay Cities JPIA, BCJPIA	Belmont, City of
Buena Park, City of	Calaveras, County of	Calexico, City of
California Department of Human Resources (CalHR)	California Highway Patrol	Central Contra Costa Sanitary District
Chico, City of	Clovis, City of	Colusa, County of
Concord, City of	Contra Costa Water District	Costa Mesa, City of
Cypress, City of	Del Norte, County of	Dixon, City of
Dublin San Ramon Services District	East Bay Municipal Utility District	El Centro, City of
El Dorado, County of	Encinitas, City of	Fairfield, City of
Folsom, City of	Foster City, City of	Fremont, City of
Fresno, City of	Galt, City of	Gardena, City of
Glenn, County of	Hanford, City of	Hayward, City of
Hesperia, City of	Humboldt, County of	Huntington Beach, City of
Imperial Irrigation District	Imperial, County of	Inland Empire Utilities Agency
Inyo, County of	Irvine, City of	Lake, County of
Lassen, County of	Livermore, City of	Lompoc, City of
Long Beach, City of	Los Altos, City of	Madera, City of
Madera, County of	Manhattan Beach, City of	Marin Municipal Water District
Marin, County of	Mariposa, County of	Menlo Park, City of
Merced, City of	Merced, County of	Mill Valley, City of
Millbrae, City of	Mission Viejo, City of	Modesto, City of
Modoc, County of	Mono, County of	Monterey, City of
Mountain View, City of	Murrieta, City of	Napa, County of
Newport Beach, City of	Northern California Power Agency (NCPA)	Novato, City of
Oceanside, City of	Orange County Health Authority	Orange County Sanitation District
Orange County Transportation Authority	Orange County Water District	Oroville, City of
Otay Water District	Pacifica, City of	Palo Alto, City of
Paso Robles, City of	Pittsburg, City of	Placer County Water Agency
Placer, County of	Pleasanton, City of	Plumas, County of
Redding, City of	Redlands, City of	Richmond, City of
Riverside, County of	Roseville, City of	Sacramento, City of
San Benito, County of	San Bernardino Municipal Water Department	San Bernardino, City of
San Bruno, City of	San Diego County Water Authority	San Diego Housing Commission
San Diego, County of	San Joaquin, County of	San Jose, City of
San Leandro, City of	San Luis Obispo, County of	San Mateo Consolidated Fire Department
San Mateo, County of	San Ramon, City of	Santa Barbara, County of
Santa Clara County Housing Authority	Santa Clara, City of	Santa Cruz Metropolitan Transit District
Santa Cruz, County of	Santa Margarita Water District	Santa Monica, City of
Santa Rosa, City of	Shafter, City of	Shasta, County of
Sierra, County of	Siskiyou, County of	Solano, County of
South Coast Air Quality Management District	South Lake Tahoe, City of	South Pasadena, City of
South San Francisco, City of	South Tahoe Public Utility District	Special District Risk Management Authority
Stanislaus, County of	State of California - California Senior Legislature	State of California - California State Assembly
State of California - California State Senate	State of California - Military Department	State of California - Office of Risk & Insurance Management
Sunnyvale, City of	Superior Court of California, County of Alameda	Superior Court of California, County of Contra Costa
Superior Court of California, County of Imperial	Superior Court of California, County of Merced	Superior Court of California, County of Orange



Superior Court of California, County of Placer	Superior Court of California, County of San Luis Obispo	Superior Court of California, County of Santa Barbara
Superior Court of California, County of Santa Cruz	Superior Court of California, County of Shasta	Superior Court of California, County of Solano
Superior Court of California, County of Sonoma	Superior Court of California, County of Stanislaus	Superior Courts of California, County of Yolo
Sutter, County of	Tehama, County of	Trinity, County of
Tulare, County of	Tuolumne, County of	Turlock Irrigation District
Union Sanitary District	Vacaville, City of	Vallejo, City of
Vernon, City of	Visalia, City of	Walnut Creek, City of
Watsonville, City of	West Covina, City of	West Sacramento, City of
Yolo, County of	Yuba City, City of	Yuba, County of

\*\*\*Proprietary & Confidential Information. Not to be distributed to anyone without Alliant's Consent\*\*\*.

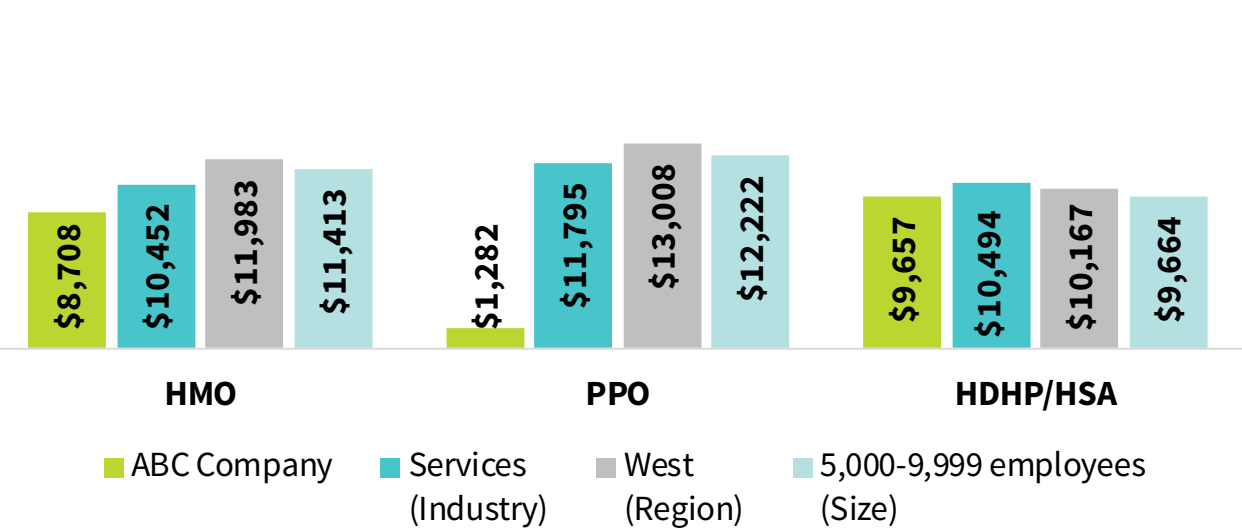


# Exhibit 2

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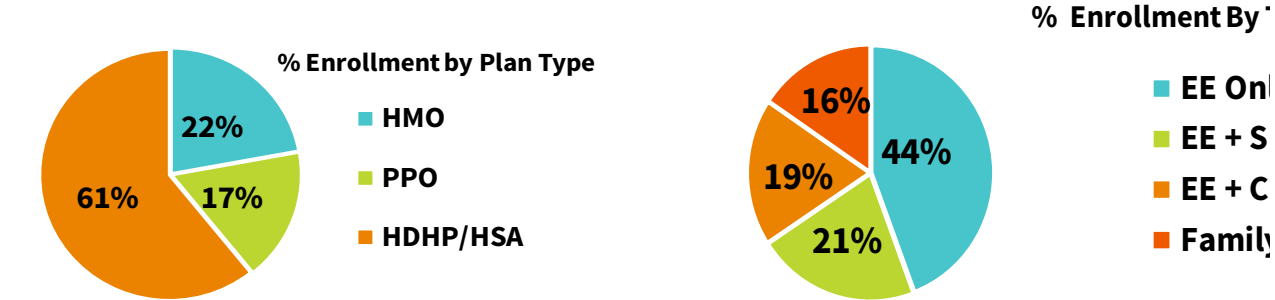
Benchmarking Snapshot: ABC Company

Average Annual Cost By



Demographics

	ABC Company	Services (Industry)	West (Region)	5,000-9,999 employees (Size)
Average Age	45	42	41	43
% Male	46%	43%	52%	50%
% Female	54%	57%	48%	50%

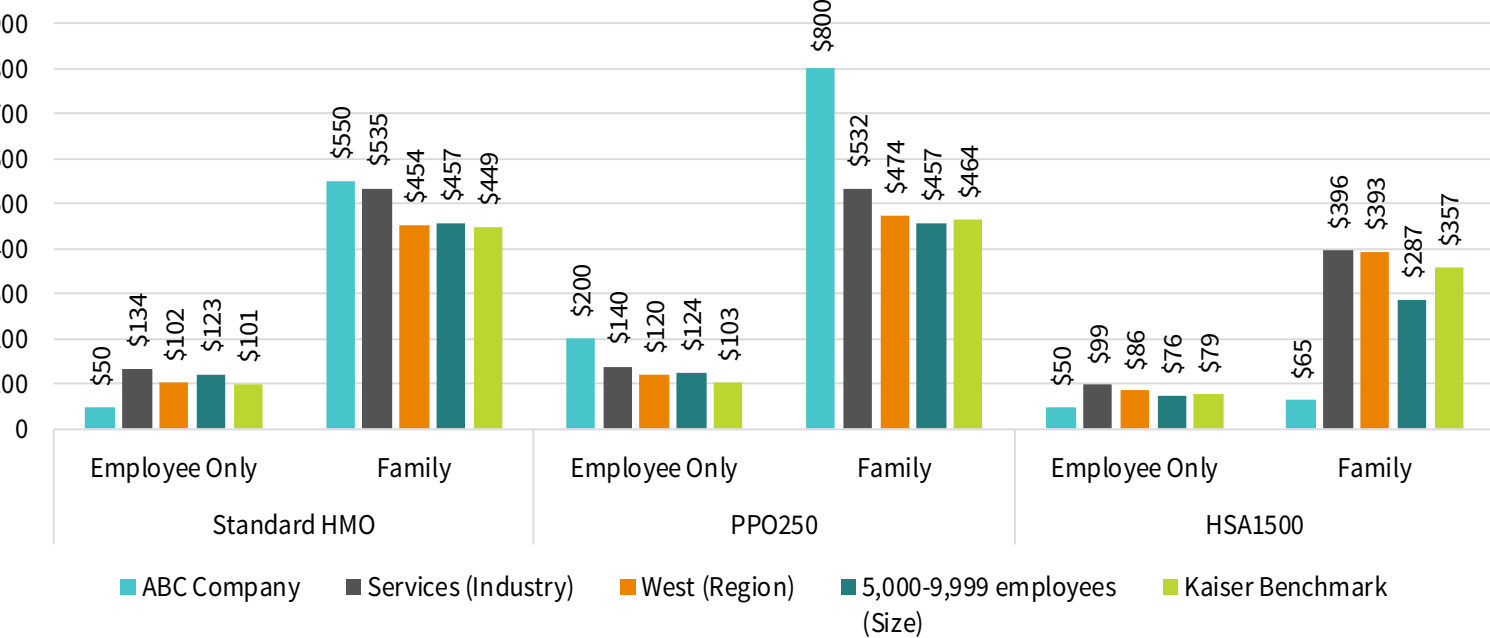
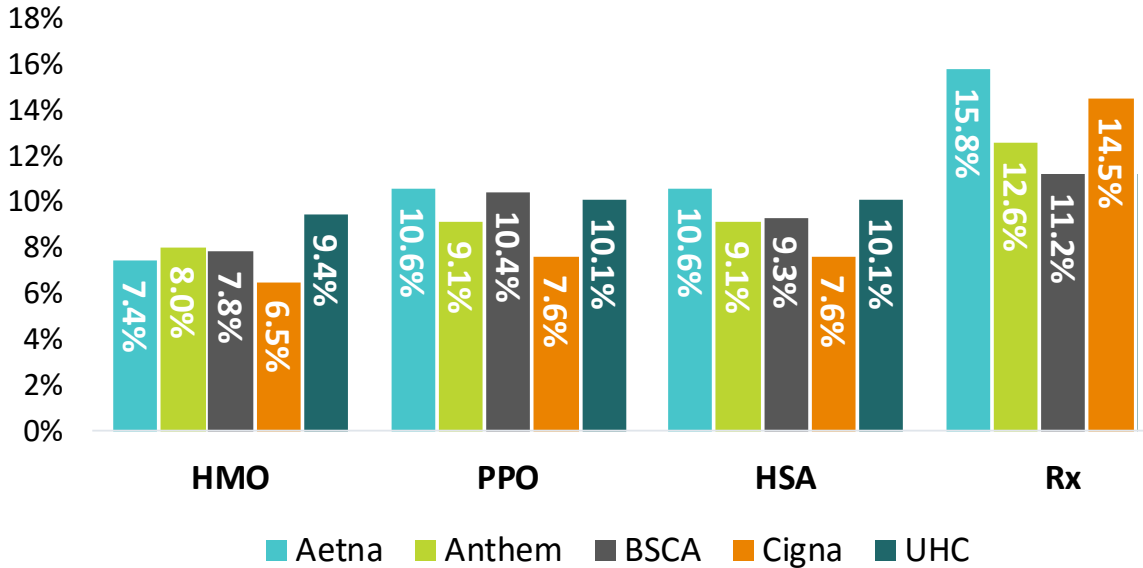


Employee Monthly Contributions

Plan Type	Tier	ABC Company		Services (Industry)		West (Region)		5,000-9,999 employees (Size)		Kaiser Survey	
		\$	%	\$	%	\$	%	\$	%	\$	%
HMO	Employee Only	\$50	10%	\$134	25%	\$102	21%	\$123	24%	\$101	18%
	Family	\$550	45%	\$535	38%	\$454	31%	\$457	29%	\$449	30%
PPO	Employee Only	\$200	200%	\$140	23%	\$120	21%	\$124	23%	\$103	18%
	Family	\$800	696%	\$532	37%	\$474	35%	\$457	28%	\$464	29%
HDHP/HSA	Employee Only	\$50	8%	\$99	21%	\$86	19%	\$76	17%	\$79	16%
	Family	\$65	5%	\$396	29%	\$393	31%	\$287	22%	\$357	26%

Key Trends

2017 Medical and Pharmacy Trend

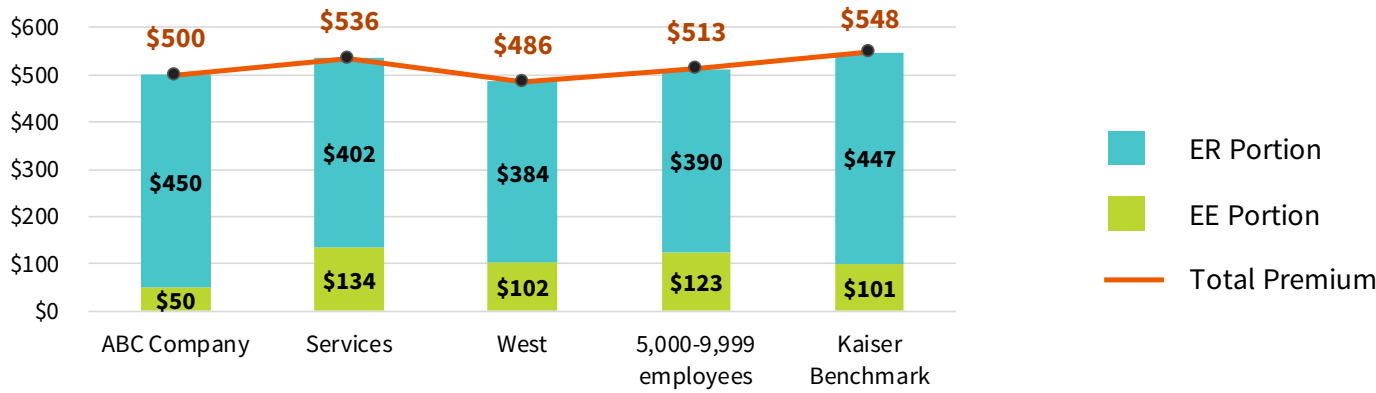


Top Employer Trends:

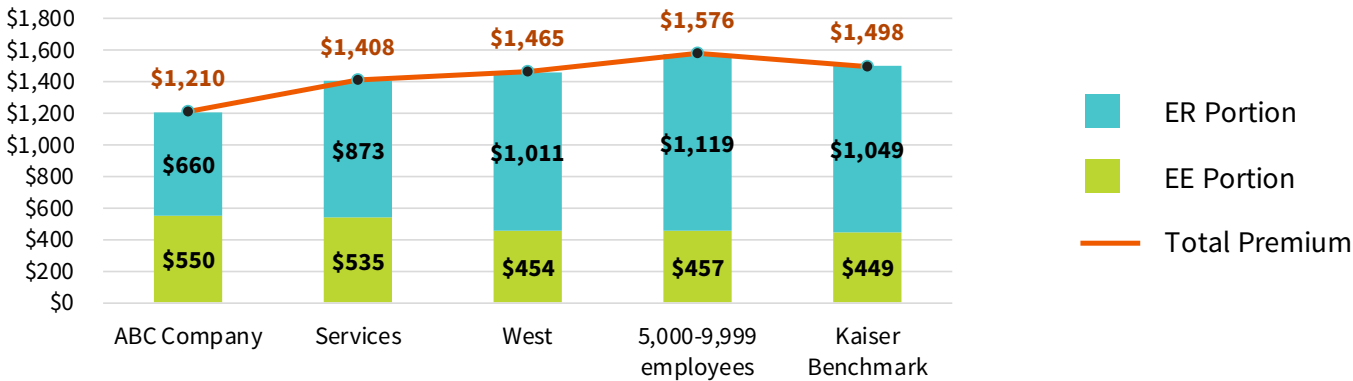
	Services (Industry)	West (Region)	5,000-9,999 employees (Size)
Employer HSA Funding Averages:			
Employee Only	\$500	\$500	\$500
Family	\$1,000	\$1,000	\$1,000
% Offering an HSA-Eligible HDHP	51%	59%	64%
% Imposing a Spousal Surcharge	5%	5%	16%
% Imposing a Tobacco Surcharge	14%	17%	37%
% Integrating VB with Core Benefits	42%	31%	22%

Standard HMO

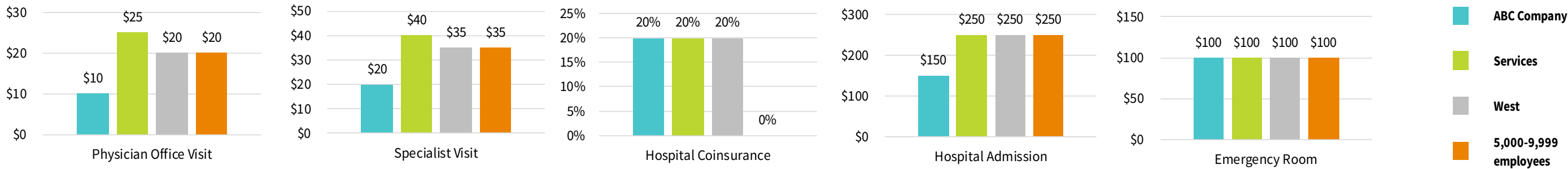
Employee Only Plan Cost



Family Plan Cost



In-Network Copays / Coinsurance



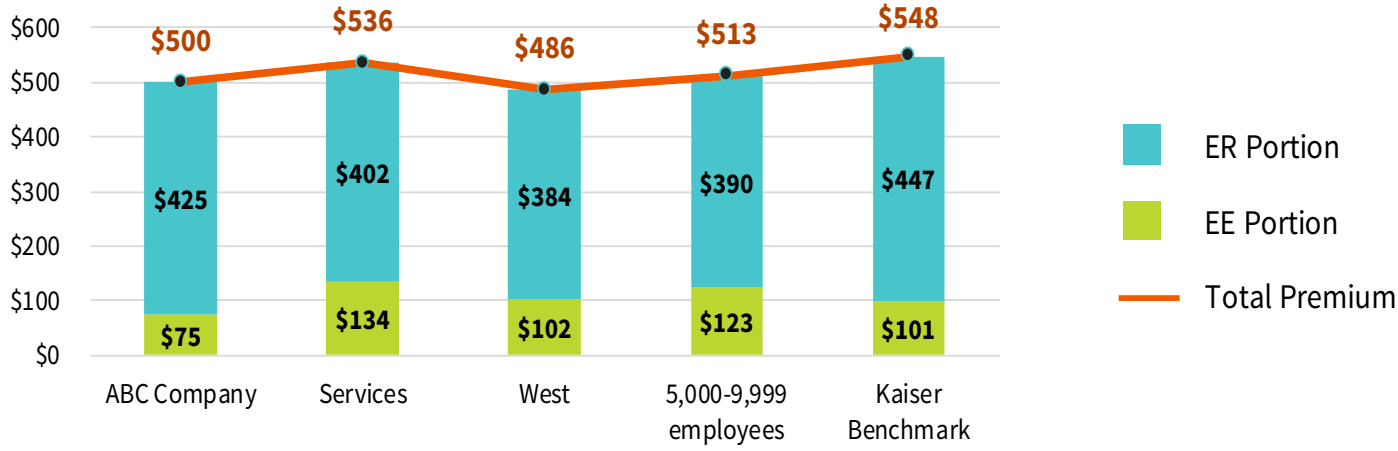
Retail Rx Copays



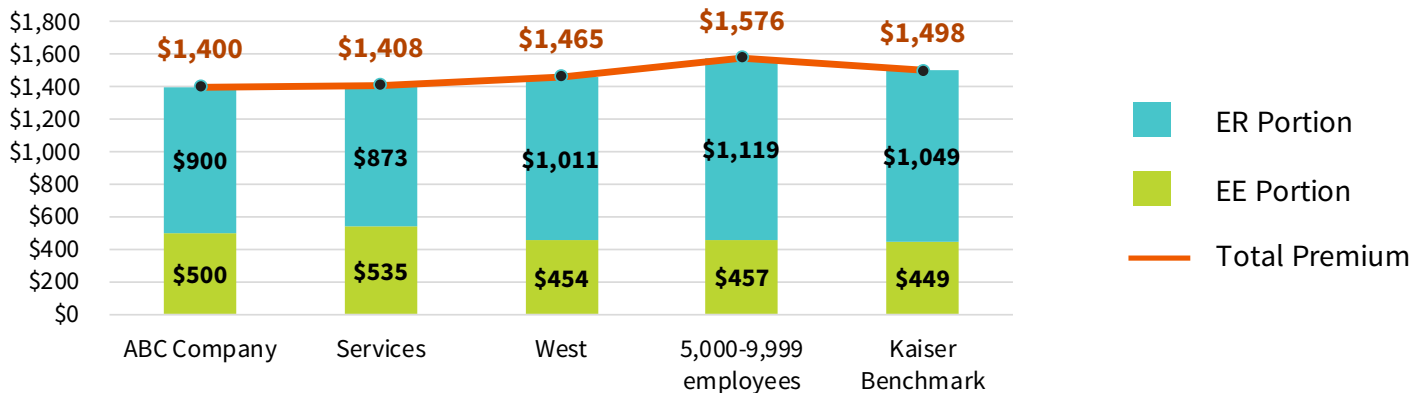
Richer than benchmarks Comparable to benchmarks Leaner than benchmarks Data not available

Narrow Network

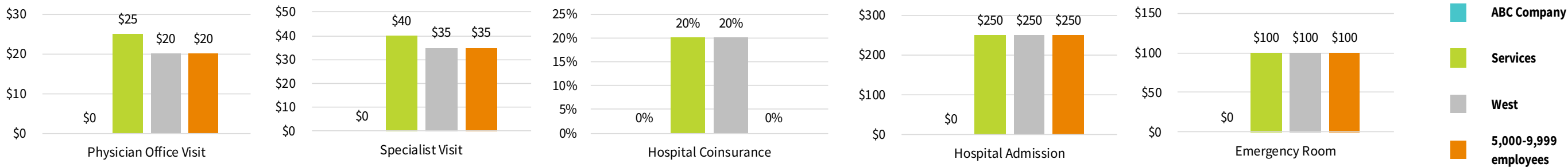
Employee Only Plan Cost



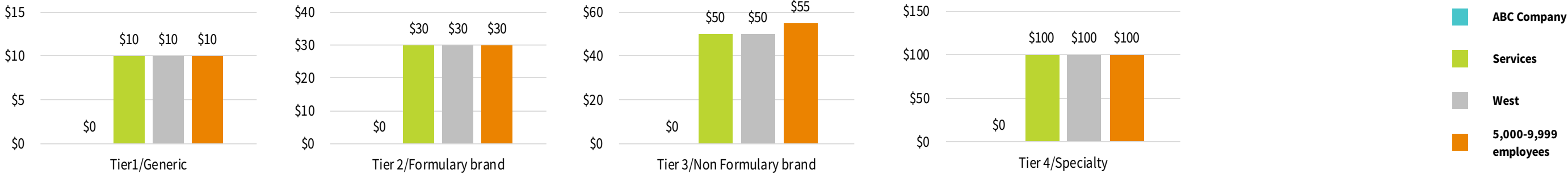
Family Plan Cost



In-Network Copays / Coinsurance



Retail Rx Copays

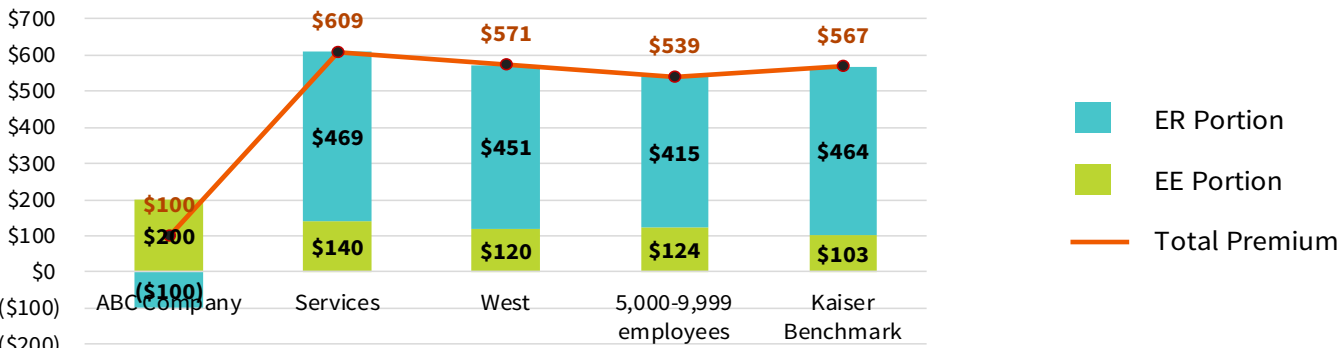


Richer than benchmarks     Comparable to benchmarks     Leaner than benchmarks     Data not available

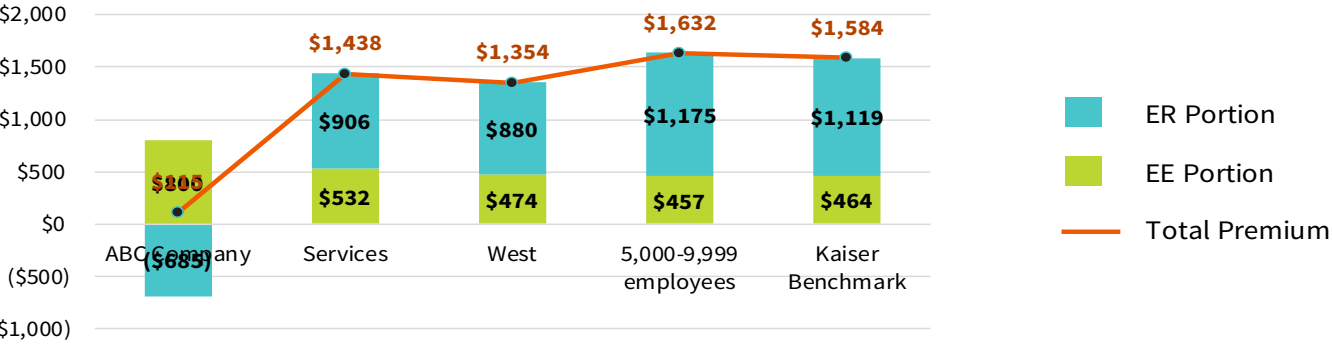
PPO250

Employee Only Plan

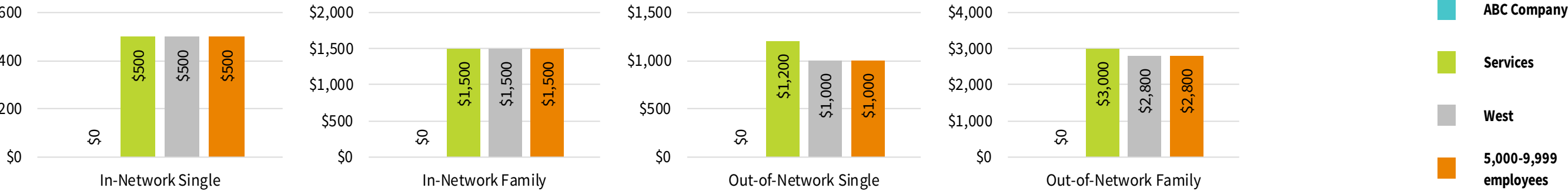
Cost



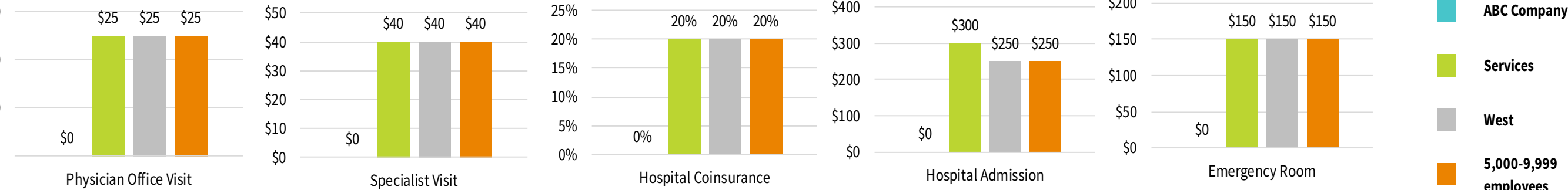
Family Plan Cost



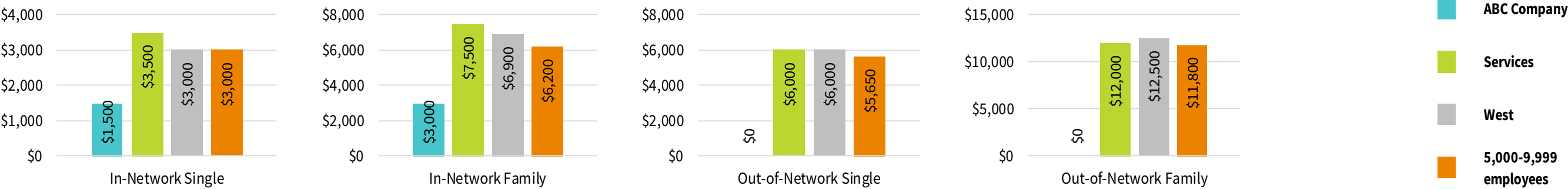
Deductible



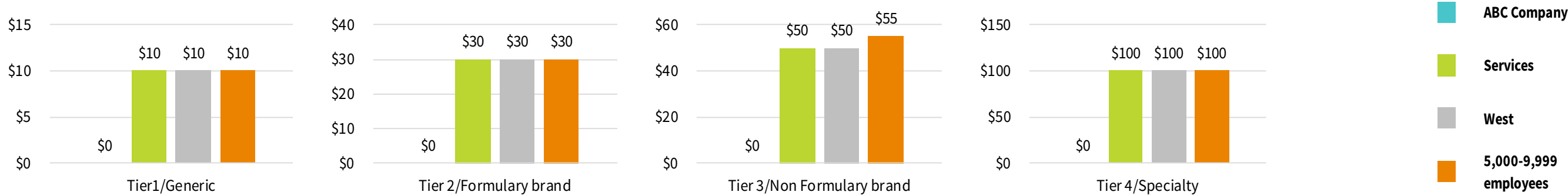
In-Network Copays / Coinsurance



Out-of-Pocket Maximum

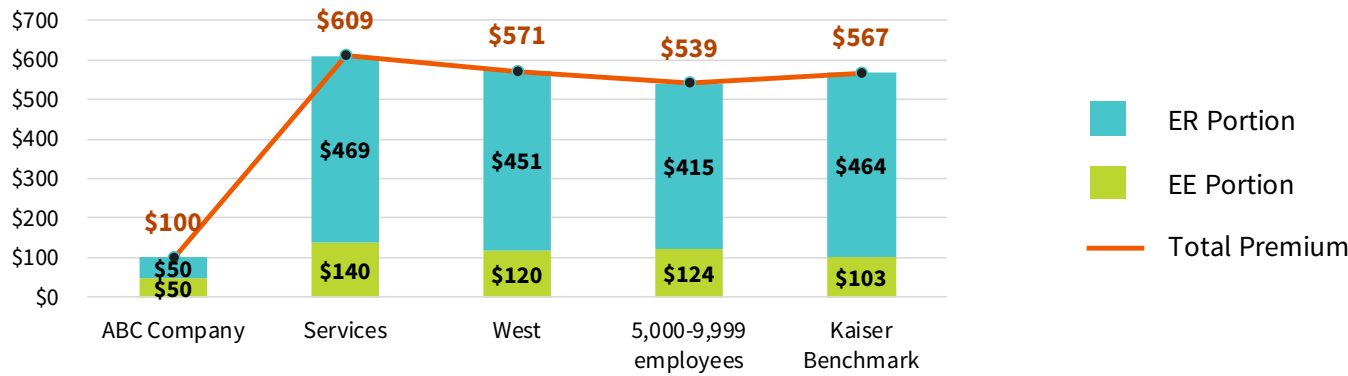


Retail Rx Copays

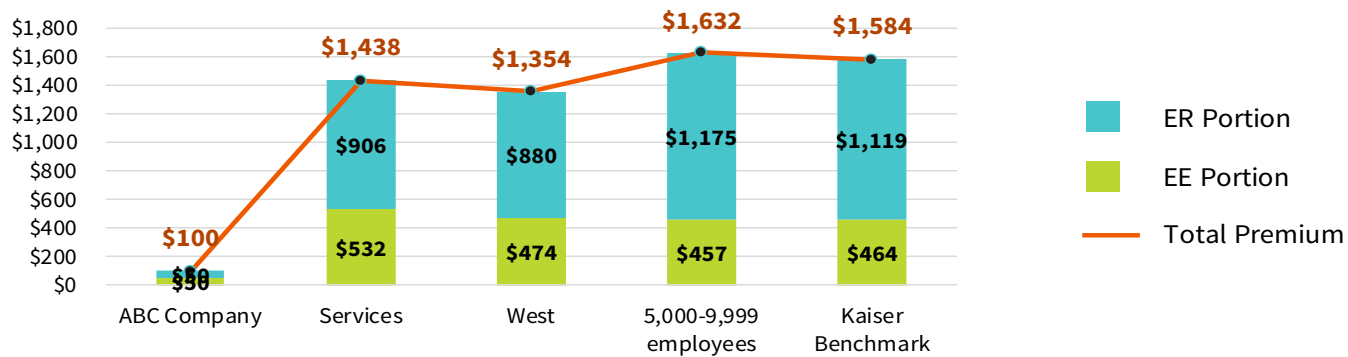


PPO1000

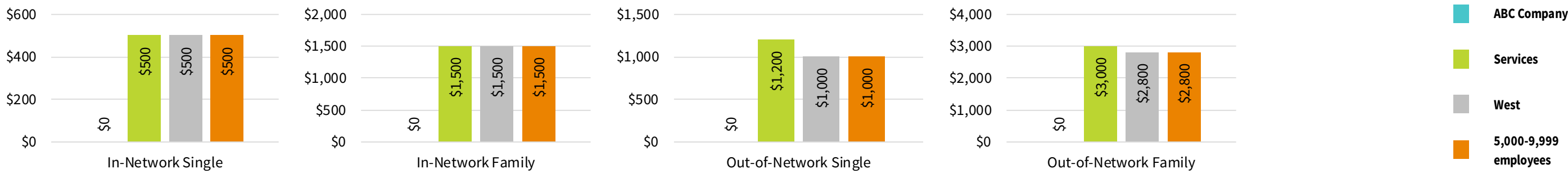
Employee Only Plan Cost



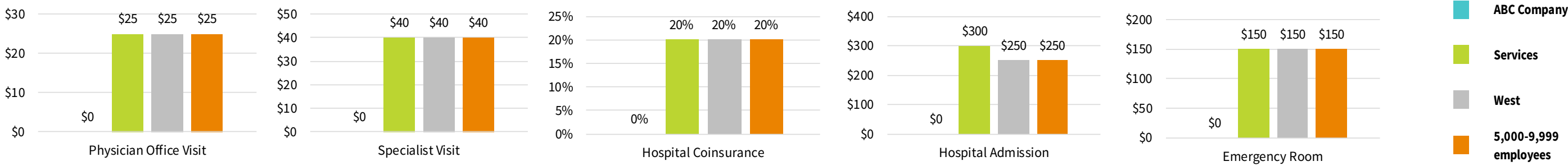
Family Plan Cost



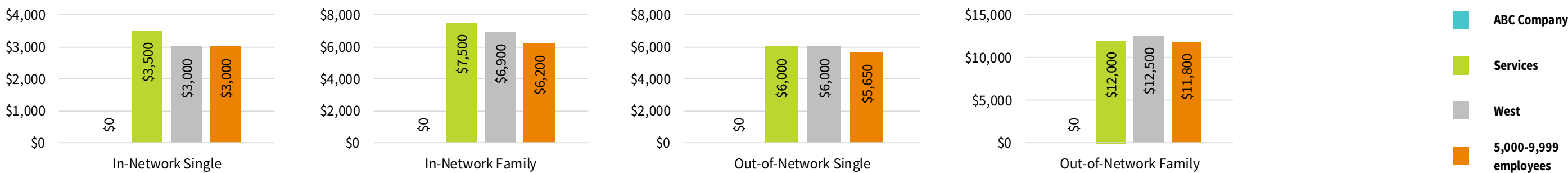
Deductible



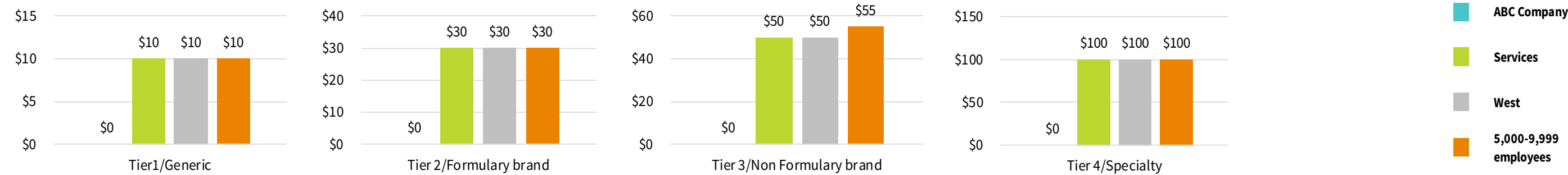
In-Network Copays / Coinsurance



Out-of-Pocket Maximum

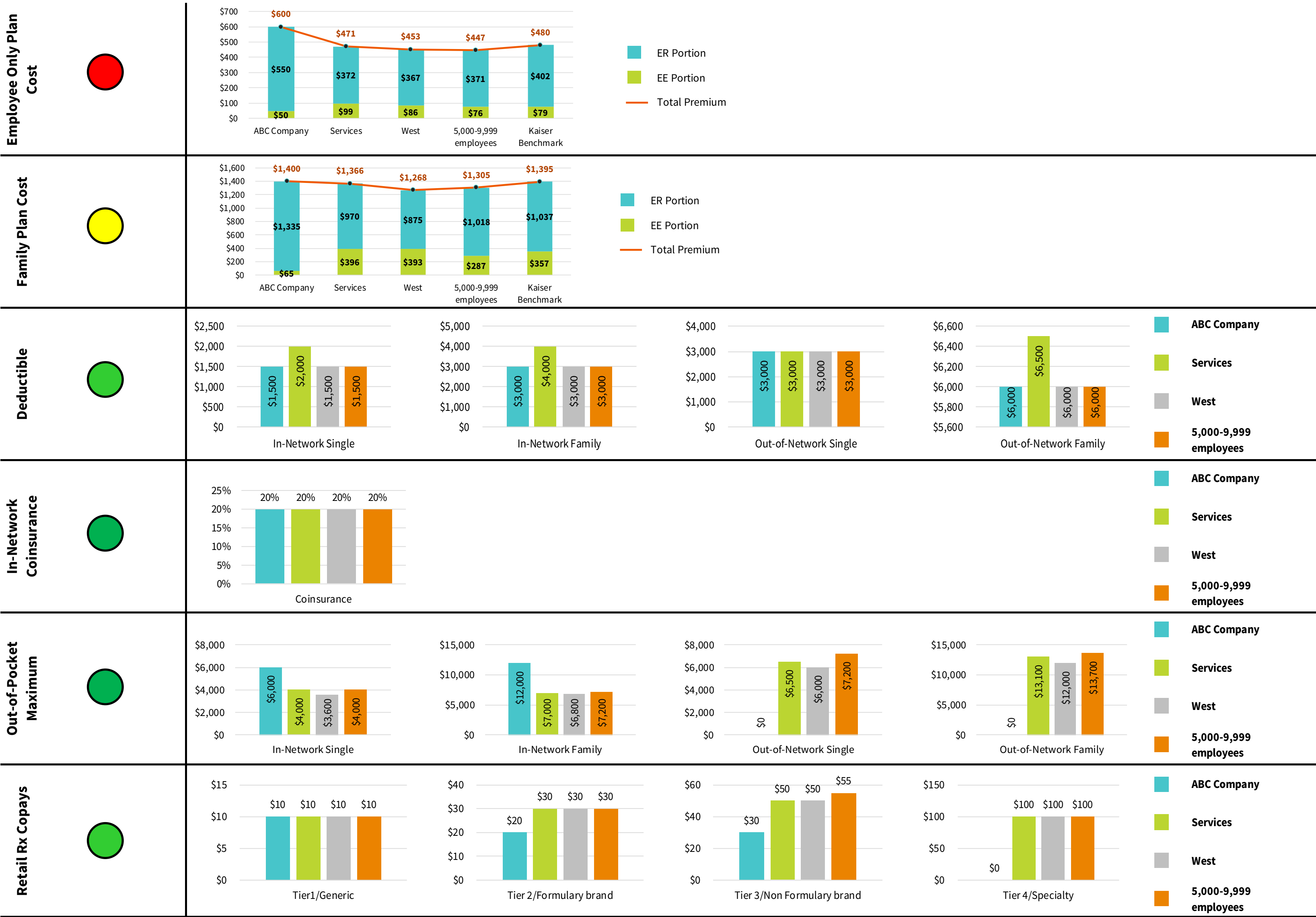


Retail Rx Copays



Richer than benchmarks Comparable to benchmarks Leaner than benchmarks Data not available

HSA1500



Richer than benchmarks



Comparable to benchmarks



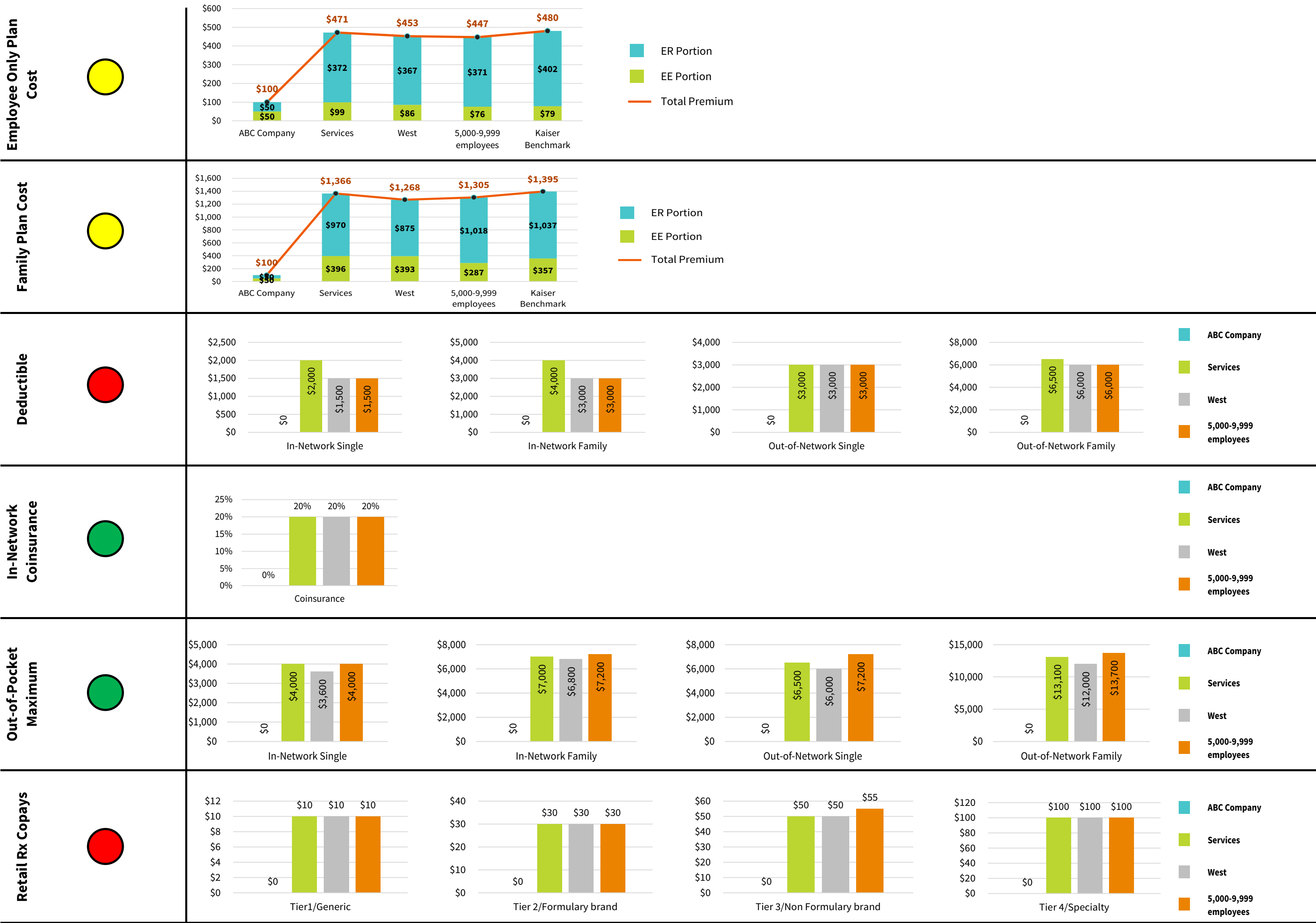
Leaner than benchmarks



Data not available



HSA3000



Richer than benchmarks



Comparable to benchmarks



Leaner than benchmarks



Data not available



# Exhibit 3

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# 2021

## Employee Benefits Overview (Open Enrollment)



**Open Enrollment Dates**  
**November 9<sup>th</sup> – November 30<sup>th</sup>**



## LET'S TALK BENEFITS

At the City of Vernon, we believe that you, our employees, are our most important asset. Helping you and your families achieve and maintain good health is the reason the City of Vernon offers you this benefits program. We are providing you with this overview to help you understand the benefits that are available to you and how to best use them. Please review it carefully and make sure to ask about any important issues that are not addressed here. A list of plan contacts is provided in the back of this summary. While we've made every effort to make sure that this guide is comprehensive, it cannot provide a complete description of all benefit provisions. For more detailed information, please refer to your benefit summaries or summary plan descriptions (SPDs).

**The benefits in this summary are effective:**

**January 1, 2021 - December 31, 2021**

**There are no changes in the 2021 plan year!**

**Due to COVID-10 restrictions, no in-person open enrollment meetings will be held this year.**

**Check your email for information about virtual open enrollment meetings and presentations. Benefit information will be posted to the City of Vernon's website, [www.cityofvernon.org](http://www.cityofvernon.org)**

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**Medicare Part D Notice:** If you (and/or your dependents) have Medicare or will become eligible for Medicare in the next 12 months, a federal law gives you more choices about your prescription drug coverage. Please see the Annual Notices beginning on page 30 for more details.





# Who Can You Cover

## WHO IS ELIGIBLE?

Employees working 30 or more hours per weeks are eligible for the benefits, per ACA guidelines and as outlined in this overview.

You can enroll the following family members in our medical, dental, and vision plans.

- Your spouse (the person who you are legally married to under state law, including a same-sex spouse.)
- Your **registered** domestic partner is eligible for coverage if you and your partner are over 18, or one or both partners are under 18 and have obtained a court order granting permission to establish a domestic partnership, and are of the same sex, or are opposite sex and one partner is at least 62 and meet the requirements of CA Family Code section 297.
- Your children (including your domestic partner's children):
  - o Under the age of 26 are eligible to enroll in medical, dental, and vision coverage. They do not have to live with you or be enrolled in school. They can be married and/or living and working on their own.
  - o Over age 26 **ONLY** if they are incapacitated due to a disability and primarily dependent on you for support.
  - o Named in a Qualified Medical Child Support Order (QMCSO) as defined by federal law.

Please refer to the Summary Plan Description for complete details on how benefits eligibility is determined.

## WHO IS NOT ELIGIBLE?

Family members who are not eligible for coverage include (but are not limited to):

- Parents, grandparents, and siblings.
- Employees who work less than 30 hours per week, temporary employees, contract employees, or employees residing outside the United States.

## WHEN CAN I ENROLL?

Coverage for new hires begins on the 1st of the month following the date of hire.

For the 2021 plan year, open enrollment for current employees will be held between November 9<sup>th</sup> through November 30<sup>th</sup> 2020. Open enrollment is the one time each year that employees can make changes to their benefit elections without a qualifying life event.

## WHAT IF I HAVE A QUALIFYING EVENT?

Contact Karina Rueda in the Human Resources Department if you have a qualifying event and need to make changes to your health benefits. Changes include

- Birth or adoption of a baby or child
- Loss of other healthcare coverage
- Eligibility for new healthcare coverage
- Marriage
- Divorce

**You have 31 days to make your changes after a qualifying event.**

# Dependent Eligibility Documentation

Dependent Type	Required Documentation	Resources to Obtain Documentation
Dependent Spouse (same or opposite gender)	<b>Add:</b> Marriage Certificate <b>Remove:</b> Divorce Decree	<ul style="list-style-type: none"> <li>City office that issued original marriage Certificate</li> <li><a href="http://www.vitalchek.com">www.vitalchek.com</a></li> </ul>
Registered Domestic Partner	<b>Add:</b> State of California, City or City issued Declaration/Certificate of Domestic partnership <b>Remove:</b> Termination of Domestic Partnership	<ul style="list-style-type: none"> <li>City/City office that issued original certificate</li> </ul>
Dependent child by birth	Birth Certificate (must include parents name), <b>and/or</b> copies of any court orders, divorce decrees <b>or</b> other legal documents relating to custody or health coverage.	<ul style="list-style-type: none"> <li>City office that issued original birth certificate</li> <li>Hospital in which child was born</li> <li>U.S. Department of State (for children born outside of the U.S)</li> <li>Social Security Administration</li> <li><a href="http://www.vitalchek.com">www.vitalchek.com</a></li> </ul>
Dependent child by adoption	Final Adoption Papers <b>and/or</b> copies of any court orders, divorce decrees or other legal documents relating to custody or health coverage	<ul style="list-style-type: none"> <li>State agency that issued final adoption papers</li> <li>Adoption agency that issued placement papers</li> <li>Social Security Administration</li> </ul>
Dependent stepchild(ren)	Marriage Certificate <b>and</b> Birth Certificate (must include parents name), and/or copies of any court orders, divorce decrees or other legal documents relating to custody, health coverage or income tax exemptions.	<ul style="list-style-type: none"> <li>City office that issued original birth certificate</li> <li>Hospital in which child was born</li> <li>U.S. Department of State (for children born outside of the U.S)</li> <li>Social Security Administration</li> <li><a href="http://www.vitalchek.com">www.vitalchek.com</a></li> </ul>

# Medical – Blue Shield

Medical coverage provides you with benefits that help keep you healthy like preventive care screenings and access to urgent care. It also provides important financial protection if you have a serious medical condition.

The City of Vernon provides you with comprehensive coverage through Blue Shield of California of California. Here are the HMO plan options.

	Access+ HMO	Trio ACO HMO
	In-Network	In-Network
<b>Annual Deductible</b>	\$0	\$0
<b>Annual Out-of-Pocket Max</b>	\$1,500 Individual \$3,000 Family	\$1,500 Individual \$3,000 Family
<b>Lifetime Max</b>	Unlimited	Unlimited
<b>Office Visit</b>		
Primary Provider	\$15 copay	\$15 copay
Specialist	\$15 copay (referred by PCP) \$20 copay (self-referral)	\$15 copay
<b>Preventive Services</b>	No charge	No charge
<b>Telemedicine</b>	Teladoc No Charge	Teladoc No Charge
<b>Heal (physician home visits)</b>	Not Available	1st visit: No Charge Following visits: \$15 copay applies
<b>Chiropractic Care</b>	\$10 copay	\$10 copay
<b>Acupuncture Care</b>	\$10 copay	\$10 copay
<b>Lab and X-ray</b>	<b>Advanced Imaging:</b> No Charge <b>Diagnostic:</b> No charge	<b>Advanced Imaging:</b> No Charge <b>Diagnostic:</b> No charge
<b>Inpatient Hospitalization</b>	No charge	No charge
<b>Outpatient Surgery</b>	No charge	No charge
<b>Urgent Care</b>	\$15 copay	\$15 copay
<b>Emergency Room</b>	\$100 copay (copay waived if admitted)	\$100 copay (copay waived if admitted)



# Medical, continued

Here is an overview of our PPO plans offered through Blue Shield of California.

## Full PPO

## Full PPO Savings

	In-Network	Out-Of-Network	In-Network	Out-Of-Network
<b>Annual Deductible</b>	\$250 Individual \$750 Family	\$250 Individual \$750 Family	\$2,800 Individual \$5,200 Family	\$7,800 Individual \$15,600 Family
<b>Annual Out-of-Pocket Max</b>	\$2,500 Individual \$5,000 Family	\$7,500 Individual \$15,000 Family	\$5,000 Individual \$10,000 Family	\$15,000 Individual \$30,000 Family
<b>Lifetime Max</b>	Unlimited	Unlimited	Unlimited	Unlimited
<b>Office Visit</b>				
Primary Provider	\$15 copay (deductible waived)	30% after deductible	0% after deductible	30% after deductible
Specialist	\$15 copay (deductible waived)	30% after deductible	0% after deductible	30% after deductible
Telemedicine	Teladoc No charge	Not Covered	No charge	Not Covered
Heal (physician home visits)	\$15 copay (deductible waived)	30% after deductible	0% after deductible	30% after deductible
<b>Preventive Services</b>	No charge	30% after deductible	No charge	30% after deductible
<b>Chiropractic Care Acupuncture</b>	\$15 copay Limited 30 visits max per calendar year	30% after deductible (in-network limitations apply)	0% after deductible 30 visits max per calendar year	30% after deductible (in-network limitations apply)
<b>Lab and X-ray</b>	<b>Advanced Imaging:</b> 10% after deductible  <b>Diagnostic:</b> 10% after deductible	<b>Advanced Imaging:</b> 30% after deductible  <b>Diagnostic:</b> 30% after deductible	<b>Advanced Imaging:</b> 0% after deductible  <b>Diagnostic:</b> 0% after deductible	<b>Advanced Imaging:</b> 30% after deductible  <b>Diagnostic:</b> 30% after deductible
<b>Inpatient Hospitalization</b>	10% after deductible	30% after deductible	0% after deductible	30% after deductible
<b>Outpatient Surgery</b>	10% after deductible	30% after deductible	0% after deductible	30% after deductible
<b>Urgent Care</b>	\$15 copay (deductible waived)	30% after deductible	0% after deductible	30% after deductible
<b>Emergency Room</b>	\$100 copay then 10% after deductible (copay waived if admitted)		0% after deductible (copay waived if admitted)	

# Prescription Drugs

Prescription drug coverage provides a benefit that is important to your overall health, whether you need a prescription for a short-term health issue like bronchitis or an ongoing condition like high blood pressure.

If you enroll in medical coverage, you will automatically receive coverage for prescription drugs. Here are the prescription drug plans that are offered with our Blue Shield of California HMO plans.

	Access+ HMO	Trio ACO HMO
	In-Network	In-Network
<b>Prescription Drug Deductible</b>	None	None
<b>Pharmacy</b>		
Tier 1	\$15 copay	\$15 copay
Tier 2	\$25 copay	\$25 copay
Tier 3	\$45 copay	\$45 copay
Tier 4	20% up to \$250	20% up to \$250
Supply Limit	30 days	30 days
<b>Mail Order</b>		
Tier 1	\$30 copay	\$30 copay
Tier 2	\$50 copay	\$50 copay
Tier 3	\$90 copay	\$90 copay
Tier 4	20% up to \$500	20% up to \$500
Supply Limit	90 days	90 days

# Prescription Drugs, continued

Here are the prescription drug plans that are offered with our Blue Shield of California PPO plans.

## Full PPO

## Full PPO Savings

	In-Network	Out-Of-Network	In-Network	Out-Of-Network
<b>Prescription Drug Deductible</b>	None	None	None	None
<b>Pharmacy</b>				
Tier 1	\$15 copay		\$10 copay	
Tier 2	\$25 copay		\$40 copay	
Tier 3	\$45 copay		\$60 copay	
Tier 4	30% up to \$250		30% up to \$250	
Supply Limit	30 days		30 days	
<b>Mail Order</b>				
Tier 1	\$30 copay		\$20 copay	
Tier 2	\$50 copay		\$80 copay	
Tier 3	\$90 copay		\$120 copay	
Tier 4	30% up to \$500		30% up to \$500	
Supply Limit	90 days		90 days	

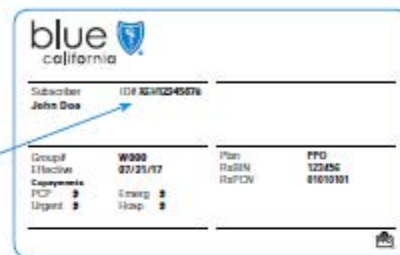
# Blue Shield – How to Register & Print ID Card

## Your Blue Shield member ID card

### Easy steps to print or order your ID card

#### Steps to register online

1. Go to [blueshieldca.com](http://blueshieldca.com).
2. Select Log in/Register.
3. Select Register now.
4. Enter your member ID number, located on your Blue Shield member ID card, along with your month, day, and year of birth.
5. Follow the prompts to verify your identity and choose a username, password, and security question.
6. Confirm delivery option (paperless or U.S. mail) and accept online account terms.



#### Steps to view or print temporary ID cards

1. Once you are registered and logged in, you will be on the Dashboard page.
2. Click on View ID Card under "Popular tasks."
3. Your ID card should be visible on this screen.
4. Select the print option, or right click to choose print options.

#### Steps to order ID cards

1. Log in to [blueshieldca.com](http://blueshieldca.com).
2. Click on your initials in the upper right corner.
3. Select ID card in the drop-down menu.
4. Select how many ID cards you need, and then click Place Order.

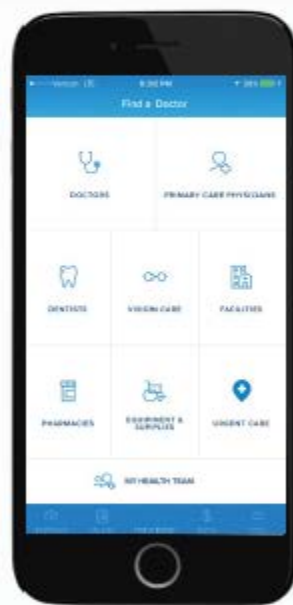
#### Access your ID card on your smartphone

You can now view your member ID card and even more of your health plan information on the Blue Shield of California mobile app. Download the app from the [App Store](#)<sup>SM</sup> or on [Google Play](#)<sup>TM</sup>, or learn more at [blueshieldca.com/mobile](http://blueshieldca.com/mobile).



Manage your health care anytime, anywhere  
from your phone, tablet, or computer

Get 24/7 access to your Blue Shield health plan information through our mobile app and website.



#### It's easy to get started:

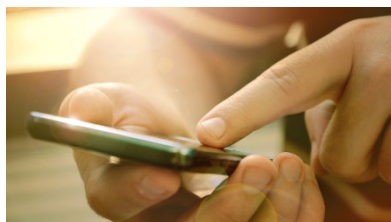
From your phone,  
download the  
Blue Shield of California  
mobile app on the  
[App Store](#)<sup>SM</sup> or  
[Google Play](#)<sup>TM</sup> and  
click register.



From your computer,  
register for your online  
account at  
[blueshieldca.com/  
register](https://blueshieldca.com/register).

#### Once you register, you'll be able to:

- Find a doctor or urgent care center near you
- View or print your Blue Shield member ID card
- Check your deductible and copayment/coinsurance year-to-date totals
- View your claims
- Review your benefits information
- See your wellness benefits





Blue Shield believes that finding a doctor shouldn't give you a headache. That's why [blueshieldca.com](https://blueshieldca.com) features our most up-to-date listings of doctors, specialists and hospitals.

## We're making it easier!

Finding the latest listing of doctors, specialists, mental health providers, hospitals, dentists, vision care providers or pharmacies is easy. Go to [blueshieldca.com](https://blueshieldca.com) and select *Find a Doctor* from the menu. Here are some helpful shortcuts:

1. How you start depends on the type of plan:
  - For Access+ HMO®: Go to [blueshieldca.com/networkhmo](https://blueshieldca.com/networkhmo).
  - For Local Access+ HMO® or SaveNet<sup>SM</sup> HMO: Go to [blueshieldca.com/networklocalaccess](https://blueshieldca.com/networklocalaccess).
  - For Trio HMO: Go to [blueshieldca.com/networktriohmo](https://blueshieldca.com/networktriohmo).
  - For PPO: Go to [blueshieldca.com/pponetwork](https://blueshieldca.com/pponetwork).
2. Select the type of provider you need (e.g., doctor, facility, mental health).
3. Enter your preferred location.
4. Select whether you want to search by provider specialty or provider name.
5. Relevant results will be displayed.

## Special considerations for each plan type

### If you are enrolling in an HMO plan

When you enroll in an HMO plan, you and your dependents must choose a primary care physician (PCP) within 15 miles or a 30-minute drive\* from where you live or work. You can either search for your PCP using Blue Shield of California's *Find a Doctor* tool found at [blueshieldca.com](https://blueshieldca.com), or call Member Services to request a directory. If you do not select a PCP when you enroll, we will assign you one. You can then change your PCP at any time. PCPs provide routine checkups, immunizations and urgent care and refer you to specialists.

### If you are enrolling in a PPO plan

As a PPO plan member, you can choose your own doctor and do not need a referral to see a specialist. Choosing a provider in the PPO networks can save you money and ensure that you receive the highest level of benefits available to you.

When you visit doctors outside the PPO network, you may be responsible for higher copayments plus any charges in excess of Blue Shield's allowed amount for the services.

### If you access care outside California

PPO members who access care outside California may do so through the BlueCard® Program Network, which includes access to more than 92% of doctors and 96% of hospitals nationwide. Whenever possible, you should choose a doctor or hospital from the BlueCard network to save you money and ensure you receive the highest level of benefits available to you. When you visit doctors who are not in the BlueCard network, you may be responsible for higher copayments plus any charges in excess of Blue Shield's allowed amount for the services.

To find a BlueCard physician or hospital in the United States, go to [provider.bcbs.com](https://provider.bcbs.com) or call BlueCard Access toll-free at **(800) 810-BLUE (2583)**.

To find an international Blue Shield Global Core Network physician or hospital, go to [www.bcbsglobalcore.com](https://www.bcbsglobalcore.com). You can also call the Blue Shield Global Core Service Center at **(800) 810-BLUE (2583)** from within the United States, or call collect at **(804) 673-1177** from outside the country.



## Shield Concierge

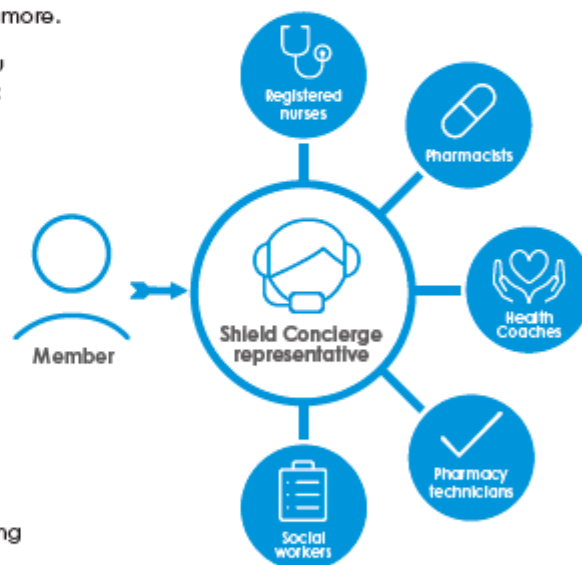
### Your total healthcare connection

One call to Shield Concierge connects you to a dedicated representative who can answer your questions and connect you to a team of experienced health professionals when you need more - all in one call.

**Get answers to your questions** about your plan benefits and coverage, ID cards, provider network, claims, medications, language assistance, condition management programs and more.

**Access complete member care assistance** by connecting you directly to our certified team of healthcare experts including:

- **Registered Nurses:** Provide health counseling, education and support. They can also resolve issues with accessing care, and help you navigate through the health care system when needed.
- **Health Coaches:** Guide you with information and self-management tools to promote a healthy lifestyle including: disease prevention, nutrition, weight management, stress reduction and management of chronic conditions such as diabetes, hypertension and stress.
- **Pharmacy Technicians:** Coordinate prescription drugs between doctors and pharmacies and assistance with emergency prescription authorizations.
- **Pharmacists:** Answer questions about medications, including side effects, drug safety, costs and treatment options.
- **Social Workers:** Help assess emotional and psychological well-being. And provide crisis intervention, substance abuse and mental health referrals.



Connect instantly to Shield Concierge at

**(855) 829-3566**

from 7 a.m. to 7 p.m. PST, Monday through Friday.



# Blue Shield - Heal & Teladoc Services



## Try Heal for \$0 with Trio

For your first Heal visit, pay \$0! After that, for most services, the cost to see a doctor is usually the same as your Trio plan's copay. For preventive care covered under your plan, you pay nothing.

Need a prescription filled after a Heal visit? Heal will have it delivered to you at no additional charge – you'll just pay your standard drug copay.

## Primary, urgent, or preventive care

Before you book an appointment, Heal tells you how much a doctor's visit will cost you. No surprises.

Services provided by Heal doctors include:

- High-quality primary care
- Efficient urgent care
- Preventive care and annual physicals
- Point-of-care testing for blood, strep, urine, etc.
- Flu shots and screenings

## Licensed, qualified doctors

Each doctor arrives with a medical assistant to help take care of you during your house call. All Heal doctors have gone through background checks and are licensed in family practice, internal medicine, or pediatrics.

During visits, they are accompanied by a certified medical assistant (MA). The MA is there to chart your vitals, draw labs, and help the doctor where needed.

Home visits by Heal doctors are available 8 a.m. to 8 p.m. daily. Beginning 2020,\* you'll be able to schedule yours by:

- Calling Heal at **(844) 644-4325**
- Going to **heal.com**
- Downloading the Heal app to your iPhone® or Android™ smartphone

\* Heal benefits are available to Trio HMO members upon their 2020 effective date or renewal.

Heal is a trademark of Get Heal, Inc.

iPhone is a trademark of Apple Inc.

Android is a trademark of Google LLC.



Access to licensed doctors 24/7 by phone or video

### Use Teladoc

- If you're considering the ER or urgent care center for a non-emergency
- When on vacation, a business trip, or away from home
- For short-term prescription refills

### Get the care you need

Teladoc doctors can treat many medical conditions including:

- Cold and flu symptoms
- Allergies
- Bronchitis
- Respiratory infection
- Sinus problems
- And more

### Meet the doctors

All Teladoc doctors:

- Are practicing primary care physicians, pediatricians, and family physicians
- Have an average of 20 years of experience
- Are board certified and licensed
- Are credentialed every three years

## Get started with Teladoc

### 1 Set up account

Visit [www.teladoc.com/bsc](http://www.teladoc.com/bsc), complete the required information, and click on *Set up account*. You can also call Teladoc at **1-800-Teladoc** (835-2362) for help.

### 2 Provide medical history

Your medical history provides Teladoc doctors with the information they need to make an accurate diagnosis.

**Web:** Log in to [www.teladoc.com/bsc](http://www.teladoc.com/bsc) and click *Update medical history*.

**Mobile:** Visit [www.teladoc.com/mobile](http://www.teladoc.com/mobile) to download the app. Log in and go to the menu icon on the top left to complete the "Medical Info" section.

**Phone:** Teladoc can help you complete your medical history over the phone. Call **1-800-Teladoc** (835-2362).

### 3 Request a consult

Once your account is set up, request a consult anytime you need care.

## Talk to a doctor anytime for a small copay\*

- HMO and PPO members: \$5 copay per consult.
- Don't wait until you are sick. Set up your profile now at [www.teladoc.com/bsc](http://www.teladoc.com/bsc).

\* High-deductible health plan (HDHP) members pay a \$40 consult fee until the deductible is met, then a \$5 copay. Please see your Evidence of Coverage for a detailed description of coverage benefits.





## Stay Connected With Your Resources

COVID-19 pandemic has brought new challenges and stresses to our lives. During this unprecedented time, the County would like to highlight the various benefits and resources that you have available from our benefit carriers. Now is a good time to utilize the many benefit options such as virtual appointments, free online wellness classes and EAP services.

### Blue Shield - Wellvolution & Additional Services

blue  of california

Wellvolution® offers the largest curated collection of scientifically-backed apps and programs designed to help you:



Prevent and  
reverse disease



Manage stress



Sleep better



Eat healthier



Move more



Ditch cigarettes

A digital health platform and in-person support network

#### Focus

Stay on track and  
progress along the  
proven path

#### Support

Receive digital  
reminders, motivation,  
and engagement

#### Results

All backed by real  
science for real,  
positive changes

**Additional Resources available to you as Blue Shield member are below. Please contact Blue Shield member services for more information.**

NurseHelp 24-7 (877) 304-0504

Mental Health Benefits – Call MHSA (877) 263-9952 or find a doctor at [blueshieldca.com](https://blueshieldca.com)

Tivity Gym Discount, view “[fitnessyourway.tivityhealth.com/bsc](https://fitnessyourway.tivityhealth.com/bsc)” or enroll over the phone at (833) 283-8387

Other Programs and services for Blue Shield members. Call customer service.



# Employee Assistance Program

There are times when everyone needs a little help or advice. The confidential Employee Assistance Program (EAP) through Mutual of Omaha can help you with things like stress, anxiety, depression, chemical dependency, relationship issues, legal issues, parenting issues, parenting questions, financial counseling, and dependent care issues. **Best of all, it's free.**

**Help is available 24/7, 365 days a year by telephone at (800) 316-2796.**  
**Other resources are available online at [www.mutualofomaha.com/eap](http://www.mutualofomaha.com/eap)**

## EXPERIENCED EAP STAFF

Licensed Master's level professionals that can provide assistance for a variety of personal and professional matters.

- Emotional Well-Being
- Family and Relationships
- Legal and Financial
- Health Life Styles
- Work and Life Transitions

## EAP BENEFITS

- Unlimited telephonic access to EAP Professionals 24 hours a day, seven days a week
  - *Services access by calling (800) 316-2796*
- Telephone assistance and referral
- Service for employees and eligible dependents
- Connect employees with resources for:
  - Legal Assistance and Financial Services
  - Dependent and Elder Care Assistance & Referral Services
  - Substance Abuse Assistance
- Access to a library of educational articles, handouts and resources at [mutualofomaha.com/eap](http://mutualofomaha.com/eap)

## Travel Assistance

Experiencing an emergency while traveling can be especially difficult. Knowing who to call for medical problems, currency exchange issues or lost luggage is critical. Take comfort in knowing that Travel Assistance\* travels with you worldwide, offering access to a network of professionals who can help you with local medical referrals or provide other emergency assistance services in foreign locations.

**Services are available for business and personal travel:**

**For inquiries within the U.S. call: (800) 856-9947 | For inquiries outside the U.S. call: (312) 935-3658**

## The following services are available:

- Pre-Trip Assistance
- Emergency Travel Support
- Medical Assistance
- Identity Theft
- Education and Prevention
- Recovery Information



# Health Savings Account (HSA)

Do you want to save money on taxes? A Health Savings Account is a tax-advantaged, portable (you own it!) savings account that is offered if you enroll in the PPO Savings Plan.

You (optional) and your employer contribute pre-tax money to your account to save for out-of-pocket healthcare expenses. Plus, any money that you don't spend grows year after year and can be used in the future, even after you retire. HSA Bank administers this program.

## ACCOUNT CONTRIBUTIONS

	Company Contributes	You Are Allowed to Contribute
Employee	\$3,000	\$600
Employee + Family	\$3,000	\$4,200

**\*Contribution limits:** The IRS has set limits on the total amount you can contribute to a Health Savings Account each calendar year and contributions made by your employer count. **In 2021, the limit is \$3,600 for an individual and \$7,200 for a family. If you're over 55, the IRS allows you to contribute an additional \$1,000—this is called a Catch Up Contribution.**

## USING YOUR MONEY

You can use the money in your account to pay for qualified medical expenses that are not paid for by your high deductible health plan (HDHP). For a full list of those expenses, go to <https://www.irs.gov/>. In general, your HSA can be used for these expenses without penalty:

- Medically necessary expenses that are not covered by your health plan including deductibles and coinsurance
- Dental care services
- Vision care services
- Prescription drugs
- Over-the-counter (OTC) medications prescribed by your doctor
- Certain medical equipment

**When possible, use your HSA debit card to pay for expenses.** Make sure that you keep records of your receipts and any OTC prescriptions. You will need them to prove that you spent the money on qualified expenses if you are audited by the IRS.

## ELIGIBILITY

You are not eligible to open or contribute to an HSA account if you are:

- Covered by a non-high deductible health plan
- Enrolled in a regular healthcare flexible spending account (you or your spouse count)
- Covered under Medicare or Medicaid
- Claimed as a dependent on someone else's tax return

## SETTING UP YOUR HSA

You will need to open an HSA account. Paperwork to set up the account will be provided to you by the Human Resources Department.

**Non-Qualified Expenses:** If you use HSA funds for non-qualified expenses before you are age 65, you will owe a 20% penalty tax PLUS income tax on the withdrawal. After age 65, if you use HSA funds for non-qualified expenses, you will owe income tax only.

### HSA Bank Contact Information

**Website:** <http://www.hsabank.com/hsabank/members>

#### Customer Service:

English: (800) 357-6246

Spanish: (866) 357-6232

24 hours a day/ 7 days a week

**Lost or stolen debit card after hours:**  
(800) 523-4175

# Flexible Spending Account (FSA)



A Flexible Spending Account lets you set aside money—before it's taxed—through payroll deductions. The money can be used for eligible healthcare and dependent day care expenses you and your family expect to have over the next year. The main benefit of using an FSA is that you reduce your taxable income, which means you have more money to spend. The catch is that you have to use the money in your account by our plan year's end. Otherwise, that money is lost, so plan carefully. You must re-enroll in this program each year. Igoe administers this program.

## IMPORTANT CONSIDERATIONS

- Expenses must be incurred between 01/01/2021 and 12/31/2021 and submitted for reimbursement no later than 02/28/2022.
- Elections cannot be changed during the plan year, unless you have a qualified change in family status (and the election change must be consistent with the event).
- Unused amounts will be lost at the end of the plan year, so it is very important that you plan carefully before making your election.
- FSA funds can be used for you, your spouse, and your tax dependents only.
- You can obtain reimbursement for eligible expenses incurred by your spouse or tax dependent children, even if they are not covered on the City of Vernon's health plan.
- You cannot obtain reimbursement for eligible expenses for a domestic partner or their children, unless they qualify as your tax dependents (Important: questions about the tax status of your dependents should be addressed with your tax advisor).
- Keep your receipts. In most cases, you'll need to provide proof that your expenses were considered eligible for IRS purposes.

## HEALTHCARE FSA ACCOUNT

This plan allows you to pay for eligible out-of-pocket healthcare expenses with pre-tax dollars. Eligible expenses include medical, dental, or vision costs including plan deductibles, copays, coinsurance amounts, and other non-covered healthcare costs for you and your tax dependents. You may access your entire annual election from the first day of the plan year and you can set aside up to \$2,750 this year. The maximum Health Care FSA rollover limit of \$550 will remain unchanged for plans that begin or renew on or after January 1, 2021.

## DEPENDENT CARE FSA ACCOUNT

This plan allows you to pay for eligible out-of-pocket dependent care expenses with pre-tax dollars. Eligible expenses may include daycare centers, in-home child care, and before or after school care for your dependent children under age 13. Other individuals may qualify if they are considered your tax dependent and are incapable of self-care. It is important to note that you can access money only after it is placed into your dependent care FSA account.

All caregivers must have a tax ID or Social Security number. This information must be included on your federal tax return. If you use the dependent care reimbursement account, the IRS will not allow you to claim a dependent care credit for reimbursed expenses. Consult your tax advisor to determine whether you should enroll in this plan. You can set aside up to \$5,000 per household for eligible dependent care expenses for the year.

To enroll in the FSA plan, please contact Human Resources at (323) 583-8811, ext 325.

# Dental - MetLife

Regular visits to your dentists can protect more than your smile; they can help protect your health. Recent studies have linked gum disease to damage elsewhere in the body and dentists are able to screen for oral symptoms of many other diseases including cancer, diabetes, and heart disease.

The City of Vernon gives you a choice between two dental plans with MetLife.

## MetLife DPPO Plan

## MetLife DHMO Plan

	In-Network	Out-Of-Network	In-Network
<b>Calendar Year Deductible</b>	\$50 Individual / \$150 Family (Waived for preventative)		\$0
<b>Annual Plan Maximum</b>	\$2,000 per individual		Unlimited
<b>Waiting Period</b>	None	None	None
<b>Diagnostic and Preventive</b>	No charge (Deductible Waived)	No charge (Deductible Waived)	Plan pays 100% (varies by services; see contract for fee schedule)
<b>Basic Services</b>			
Fillings	10% after deductible	10% after deductible	Plan pays 100% (varies by services; see contract for fee schedule)
Root Canals	10% after deductible	10% after deductible	\$0-\$75 copay then plan pays 100% (varies by services; see contract for fee schedule)
Periodontics	10% after deductible	10% after deductible	\$15-\$160 copay then plan pays 100% (varies by services; see contract for fee schedule)
<b>Major Services</b>	50% after deductible	50% after deductible	\$10-\$225 copay then plan pays 100% (varies by services; see contract for fee schedule)
<b>Orthodontic Services</b>			
Orthodontia	50%	50%	\$1,450 (see contract for limitations) copay then plan pays 100%
Lifetime Maximum	\$2,000 per individual		Unlimited
Dependent Children	Covered up to age 19		Covered up to age 19
Adult	Not Covered		Member Covered

# MetLife – How to Find a Dental Provider



## Finding Dental PPO Providers

- 1) Log into [www.metlife.com](http://www.metlife.com)
- 2) Select “Find A Dentist”
- 3) Select “PDP Plus”
- 4) Enter your zip code and select “Find A Dentist”

## Finding Dental HMO Providers

- 1) Log into [www.metlife.com](http://www.metlife.com)
- 2) Select “Find A Dentist”
- 3) Select “Dental HMO/Managed Care
- 4) Enter your zip code and select “Find A Dentist”
- 5) In the “Select your plan” from the drop down menu choose “Met50” and click on “Go” (see below).

### **Which is Your Plan?**

Select your plan from the list below to see participating dentists.




Your plan name is on your Schedule of Benefits.

Select your plan  
MET50

[CANCEL](#)

**GO**

**Note:** If you are enrolling in the DHMO you must elect a provider facility code in the enrollment form. Example of code highlighted below. You may change dentists at any time as long as you submit the new facility code by the 15th of the month, it will then be effective the 1<sup>st</sup> of the following month.

 <b>Babak Abrishami, D.D.S.</b> <b>Huntington Park Family Dental</b> Dental office ID <b>11177</b> 2711 E Slauson Ave Huntington Park CA 90255  (323) 582-4474	<b>Accepts new patients:</b> Yes <b>Handicap Accessible:</b> No <b>Specialties:</b> General Dentist  1.1 miles
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# Vision - MES

Routine vision exams are important, not only for correcting vision but because they can detect other serious health conditions.

MES Vision	In-Network	Out-Of-Network
Exam	\$0	Plan Pays up to \$40
Lenses		
Single	Covered in Full	\$30
Bifocal	Covered in Full	\$50
Trifocal	Covered in Full	\$65
Lenticular	Covered in Full	\$125
Polycarbonate Coating for Children	Covered in Full	\$65
Contact Lenses	\$150 Allowance	\$150
Frames	\$150 Allowance	\$75
Frequency Services		
Eye Examination	12 months	
Lenses	12 months	
Frames	12 months	
Contact Lenses*	12 months	
*In lieu of frames		



## Additional Savings:

- **20% Discount** – Available for cosmetic extras, such as tints, coatings and other add-on charges to standard lenses
- **20% Discount** – Also applies to additional pairs of glasses and/or pairs of standard contact lenses. Not available at Warehouse or Wholesale locations.
- **Lasik Discount** – Discounts and opportunities available through Lasik Plus & QualSight LASIK



# MES – How to Vision Provider

To search for a MES vision provider, go to [www.mesvision.com/homepage](http://www.mesvision.com/homepage) enter your zip code and click submit.



**Giving families real choice since 1976.**

Search for an MESVision Doctor near you

90058

Submit

**Click Here**

**Members ▸**  
Sign in to learn more about your benefits and access claim status

**Providers ▸**  
Sign in to access your patients' eligibility and benefits

**Benefit administrators ▸**  
Sign in to manage your employees benefits and accounts

**Insurance brokers ▸**  
Sign in to obtain a quote and access educational materials

**It's about Choice!**  
You can now order Contact Lenses directly from our website using your eligible benefits or continue to order your Contact Lenses through your vision care specialist...  
To learn more, [click here](#), or [log in to](#)

**How to Use Your Vision Plan:** Select your provider, make an appointment and your selected provider will contact MESVision to verify your eligibility.

## **MESVision Optics:**

Buy your contacts online. No claim forms or paperwork required. Free shipping. Order discounted sunglasses, readers and contact supplies. You do not need to be a MES member to use this service. Minimum \$50 order required.

## **Participating Retail Providers:**

Costco, Lens Crafters, Sam's Club, Target, Wal-Mart



# Life Insurance - Mutual of Omaha

If you have loved ones who depend on your income for support, having life and accidental death insurance can help protect your family's financial security.



## LIFE AND AD&D

Basic Life Insurance pays your beneficiary a lump sum if you die. AD&D provides another layer of benefits to either you or your beneficiary if you suffer from loss of a limb, speech, sight, or hearing, or if you die in an accident.

The cost of coverage is paid in full by the City of Vernon. Coverage is provided by Mutual of Omaha Insurance Company.

<b>Basic Life Amount</b>	Employee: \$20,000 Spouse: \$1,500 Child: \$1,000
<b>Basic AD&amp;D Amount</b>	Employee: \$20,000 Spouse: \$1,500 Child: \$1,000

## VOLUNTARY LIFE AND AD&D

Voluntary Life Insurance allows you to purchase additional life insurance to protect your family's financial security. Coverage is provided by Mutual of Omaha Insurance Company.

<b>Employee Voluntary Life and AD&amp;D Amount</b>	Increments of \$10,000 up to 5x your annual earnings or \$500,000
<b>Spouse Voluntary Life and AD&amp;D Amount</b>	Increments of \$5,000 up to 100% of the employee amount or \$100,000
<b>Child(ren) Voluntary Life and AD&amp;D Amount</b>	Increments of \$1,000 (minimum: \$2,000) up to 100% of employee amount or \$10,000

**Beneficiary Reminder:** Make sure that you have named a beneficiary for your life insurance benefit. It's important to know that many states require that a spouse be named as the beneficiary, unless they sign a waiver.

**Evidence of Insurability:** Depending on the amount of coverage you select, you may need to submit an Evidence of Insurability form, which involves providing the insurance company with additional information about your health. [Click here to complete EOI](#)

**NOTE:** You can enroll in the Voluntary Life plan during anytime of the year. Please contact Human Resources if you would like to enroll in the Voluntary Life coverage.

# Disability Insurance – Mutual of Omaha



## VOLUNTARY LONG-TERM DISABILITY INSURANCE

Long-Term Disability coverage pays you a certain percentage of your income if you can't work because an injury or illness prevents you from performing any of your job functions over a long time. It's important to know that benefits are reduced by income from other benefits you might receive while disabled, like workers' compensation and Social Security. Coverage is provided by Mutual of Omaha Insurance Company.

Monthly Benefit Amount	Plan pays 60% of covered monthly earnings
Maximum Monthly Benefit	\$10,000
Benefits Begin After:	
Accident	90 days of disability
Sickness	90 days of disability
Maximum Payment Period*	To Age 65 or Social Security Normal Retirement Age (SSNRA)

\*The age at which the disability begins may affect the duration of the benefit.

**NOTE: You are only able to enroll in this plan during the annual open enrollment period.**

*Please contact Human Resources if you would like to enroll in the Voluntary Long Term Disability Plan.*



# Aflac - Voluntary Benefits

Here are some other valuable Aflac programs that you are eligible to participate in:

## ACCIDENT ADVANTAGE

If an accident occurs, you may be surprised at how the expenses can add up. Accident Insurance is designed to help you pay for unexpected costs that result from an accidental injury. Even if you have medical insurance, you may still have out of pocket expenses such as deductibles, co-pays and other costs. Aflac Accident Advantage pays cash benefits directly to you that you can use for any expense, from groceries to bills.

## VISION NOW

Aflac Vision Now goes beyond traditional exams and provides benefits for serious eye conditions. In addition to an eye exam benefit and a choice of vision correction benefits, there are also benefits for specific eye diseases and disorders, eye surgeries and permanent visual impairment — all without network restrictions.

## SHORT-TERM DISABILITY

Aflac Short-Term Disability helps protect your income in the event of injury or illness. It provides coverage options that allows you to choose the plan that's right for you, based on your financial requirements and income.

## CANCER CARE

Aflac Cancer Care pays you a cash benefit upon initial diagnosis of a covered cancer, with other benefits payable throughout cancer treatment. You can use these for any out-of-pocket medical expenses you may have, including daily life expenses, such as rent, mortgage, groceries or bills — it's your choice.

## PLUS RIDER

The Aflac Plus Rider adds extra cash payouts — up to \$5,000 — to existing/eligible Aflac Accident, Hospital Advantage and Short-Term Disability plans. It's a better way to help ensure you have an extra level of financial protection for what major medical doesn't cover. Best of all, the average person pays just 72 cents a week for this extra boost to their benefits.

### FILE A CLAIM:

- Go to [www.aflac.com/individuals/one-day-pay](http://www.aflac.com/individuals/one-day-pay) to learn more about our One Day Pay Claims for Accident, Cancer, Hospital, Intensive Care and Specified Events plans.
- Customer Service: (800) 992-3522

## HOSPITAL ADVANTAGE

Aflac Hospital Advantage pays cash benefits directly to you to help with out-of-pocket expenses. It helps you focus less on medical bills and more on getting better by helping pay for groceries, rent or mortgage, bills and more:

- Copays and deductibles
- Transportation and ambulance costs
- Emergency room and doctor visits
- Medical diagnostics and imaging
- Rehabilitation facilities

## DENTAL

Aflac Dental pays you cash benefits for periodic checkups and cleanings, X-rays, fillings, crowns and much more. It's an easy way to give you and your family a reason to smile.

## CRITICAL CARE PROTECTION

Even if you have medical insurance, it's usually not enough to cover every expense. But Critical Care Protection gives you a lump sum benefit upon diagnosis of a covered health event, with additional benefits paid for things like hospital stays and continuing care. The cash benefits help with the expenses major medical doesn't cover, helping you better protect yourself.

You will receive protection for all stages of these covered events:

- Heart Attack
- Sudden Cardiac Arrest
- Coronary Artery Bypass Graft Surgery
- Stroke
- Third-Degree Burns
- Coma
- Major Human Organ Transplant
- Paralysis
- End-Stage Renal Failure
- Persistent Vegetative State

If you leave The City of Vernon, you can keep the coverage if you arrange to pay premiums to the insurance company directly. AFLAC provides coverage for this program.

**Contact your representative for additional information:**

**Patricia Lees**  
**(323) 720-9080**  
[patricia\\_lees@us.aflac.com](mailto:patricia_lees@us.aflac.com)

# Colonial - Voluntary Benefits

The following voluntary benefits will be offered to City of Vernon employees:

## DISABILITY INSURANCE

Disability Insurance replaces a portion of your income to help make ends meet if you become disabled from a covered accident or covered sickness. Employee coverage only.

## ACCIDENT INSURANCE

Accident Insurance helps offset unexpected medical expenses, such as emergency room fees, deductibles and co-payments that can result from a fracture, dislocation or other covered accidental injury.

## CANCER INSURANCE

Helps offset out-of-pocket medical and non-medical expenses related to cancer that some medical plans don't cover. Flexible coverage options are available to best fit your healthcare needs.

### With most Colonial Life insurance products:

- Benefits are paid directly to you
- You can continue coverage with no increase in premium when you retire or change jobs
- You're paid regardless of any other insurance you may have with other insurance companies.
- Coverage is available for your spouse and dependent children

## CRITICAL ILLNESS INSURANCE

Provides a lump-sum benefit that you can use to pay the direct and indirect costs related to a covered critical illness, such as heart attack or stroke, which can often be expensive and lengthy.

## HOSPITAL CONFINEMENT INSURANCE

Provides a lump-sum benefit for a covered hospital confinement and a covered outpatient surgery to help offset the gaps caused by copayments and deductibles that are not covered by some medical plans.

## TERM LIFE AND UNIVERSAL LIFE

Enables you to tailor coverage for your individual family needs and helps provide financial security for your family members.

## NEED TO FILE A CLAIM?

Whether online or by phone, Colonial will provide the service you need:

Need	<a href="http://www.ColonialLife.com">www.ColonialLife.com</a>	(800) 325-4368
Submit your claim using our eClaims system.	X	
File health screening/wellness and doctor's office visit claim.	X	X
Check status of claim	X	X
Review, print or download a copy of your policy/cert.	X	X
Access Claim & service forms	X	X
Update contact info.	X	X
Access claim correspondence	X	X
Complete a notification for a life claim.	X	X

Contact your representative for additional information:

Ronald Peralez  
(949) 683-9012  
[ronald.peralez@coloniallifesales.com](mailto:ronald.peralez@coloniallifesales.com)

# Get Educated Virtually!



Get help with your benefits however you feel most comfortable. Below is a list of fun, educational videos where you can learn about different topics that will help you better understand your benefits!



Benefit Terms Explained



How to read an EOB



High Deductible Health Plan w/ HSA



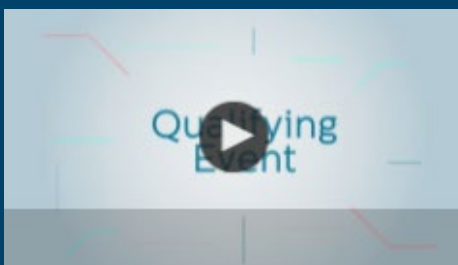
What is an FSA



HSA vs FSA



EAP



Qualifying Events



Preventive Care



# For Assistance

If you need to reach our plan providers, here is their contact information:

Plan Type	Provider	Phone Number	Website
Medical PPO, HDHP, HMO	Blue Shield of California	(855) 599-2657	<a href="http://www.blueshieldca.com">www.blueshieldca.com</a>
Shield Concierge TRIO ACO HMO	Blue Shield of California	(855) 829-3566	<a href="http://www.blueshieldca.com">www.blueshieldca.com</a>
HSA	HSA Bank	(800) 357-6246	<a href="http://www.hsabank.com">www.hsabank.com</a>
Dental PPO	MetLife	(800) 438-6388	<a href="https://www.metlife.com/">https://www.metlife.com/</a>
Dental HMO	MetLife	(800) 880-1800	<a href="https://www.metlife.com/">https://www.metlife.com/</a>
Vision	MES	(800) 877-6372	<a href="https://www.mesvision.com/homepage.htm">https://www.mesvision.com/homepage.htm</a>
Life and AD&D	Mutual of Omaha	(800) 788-7923	<a href="http://www.mutualofomaha.com">www.mutualofomaha.com</a>
Long Term Disability	Mutual of Omaha	(800) 788-7923	<a href="http://www.mutualofomaha.com">www.mutualofomaha.com</a>
Employee Assistance Program	Mutual of Omaha	(800) 316-2796	<a href="http://www.mutualofomaha.com/eap">www.mutualofomaha.com/eap</a>
Travel Assistance	Mutual of Omaha	(800) 856-9947	<a href="http://www.mutualofomaha.com/employers/products/disability/travel-assistance.php">http://www.mutualofomaha.com/employers/products/disability/travel-assistance.php</a>
FSA	Igoe	(800) 633-8818	<a href="http://www.goigoe.com">www.goigoe.com</a> Email: <a href="mailto:flex@goigoe.com">flex@goigoe.com</a>
Aflac Products	Patricia Lees	Customer Service: (800) 992-3522 Cell: (323) 720-9080	<a href="http://www.aflac.com">www.aflac.com</a> Email: <a href="mailto:patricia_lees@us.aflac.com">patricia_lees@us.aflac.com</a>
Colonial Products	Ronald Peralez	(949) 683-9012	<a href="http://www.coloniallife.com">www.coloniallife.com</a> Email: <a href="mailto:ronald.peralez@coloniallifesales.com">ronald.peralez@coloniallifesales.com</a>
Human Resources	Karina Rueda	(323) 583-8811, Ext. 325	<a href="mailto:KRueda@ci.vernon.ca.us">KRueda@ci.vernon.ca.us</a>
Human Resources	Veronica Avendano	(323) 583-8811, Ext. 323	<a href="mailto:Vavendano@ci.vernon.ca.us">Vavendano@ci.vernon.ca.us</a>



# Key Terms

## MEDICAL/GENERAL TERMS

**Allowable Charge** - The most that an in-network provider can charge you for an office visit or service.

**Balance Billing** - Non-network providers are allowed to charge you more than the plan's allowable charge. This is called Balance Billing.

**Coinsurance** - The cost share between you and the insurance company. Coinsurance is always a percentage totaling 100%. For example, if the plan pays 70%, you are responsible for paying the remaining 30% of the cost.

**Copay** - The fee you pay to a provider at the time of service.

**Deductible** - The amount you have to pay out-of-pocket for expenses before the insurance company will cover any benefit costs for the year (except for preventive care and other services where the deductible is waived).

**Explanation of Benefits (EOB)** - The statement you receive from the insurance carrier that explains how much the provider billed, how much the plan paid (if any) and how much you owe (if any). In general, you should not pay a bill from your provider until you have received and reviewed your EOB (except for copays).

**Family Deductible** - The maximum dollar amount any one family will pay out in individual deductibles in a year.

**Individual Deductible** - The dollar amount a member must pay each year before the plan will pay benefits for covered services.

**In-Network** - Services received from providers (doctors, hospitals, etc.) who are a part of your health plan's network. In-network services generally cost you less than out-of-network services.

**Out-of-Network** - Services received from providers (doctors, hospitals, etc.) who are not a part of your health plan's network. Out-of-network services generally cost you more than in-network services. With some plans, such as HMOs and EPOs, out-of-network services are not covered.

**Out-of-Pocket** - Healthcare costs you pay using your own money, whether from your bank account, credit card, Health Reimbursement Account (HRA), Health Savings Account (HSA) or Flexible Spending Account (FSA).

**Out-of-Pocket Maximum** - The most you would pay out-of-pocket for covered services in a year. Once you reach your out-of-pocket maximum, the plan covers 100% of eligible expenses.

**Preventive Care** - A routine exam, usually yearly, that may include a physical exam, immunizations and tests for certain health conditions.

## PRESCRIPTION DRUG TERMS

**Brand Name Drug** - A drug sold under its trademarked name. A generic version of the drug may be available.

**Generic Drug** - A drug that has the same active ingredients as a brand name drug, but is sold under a different name. Generics only become available after the patent expires on a brand name drug. For example, Tylenol is a brand name pain reliever commonly sold under its generic name, Acetaminophen.

**Dispense as Written (DAW)** - A prescription that does not allow for substitution of an equivalent generic or similar brand drug.

**Maintenance Medications** - Medications taken on a regular basis for an ongoing condition such as high cholesterol, high blood pressure, asthma, etc. Oral contraceptives are also considered a maintenance medication.

**Non-Preferred Brand Drug** - A brand name drug for which alternatives are available from either the plan's preferred brand drug or generic drug list. There is generally a higher copayment for a non-preferred brand drug.

**Preferred Brand Drug** - A brand name drug that the plan has selected for its preferred drug list. Preferred drugs are generally chosen based on a combination of clinical effectiveness and cost.

**Specialty Pharmacy** - Provides special drugs for complex conditions such as multiple sclerosis, cancer and HIV/AIDS.

**Step Therapy** - The practice of starting to treat a medical condition with the most cost effective and safest drug therapy and progressing to other more costly or risky therapy, only if necessary.

## DENTAL TERMS

**Basic Services** - Generally include coverage for fillings and oral surgery.

**Diagnostic and Preventive Services** - Generally include routine cleanings, oral exams, x-rays, sealants and fluoride treatments. Most plans limit preventive exams and cleanings to two times a year.

**Endodontics** - Commonly known as root canal therapy.

**Implants** - An artificial tooth root that is surgically placed into your jaw to hold a replacement tooth or bridge. Many dental plans do not cover implants.

**Major Services** - Generally include restorative dental work such as crowns, bridges, dentures, inlays and onlays.

**Orthodontia** - Some dental plans offer Orthodontia services for children (and sometimes adults too) to treat alignment of the teeth. Orthodontia services are typically limited to a lifetime maximum.

**Periodontics** - Diagnosis and treatment of gum disease.

**Pre-Treatment Estimate** - An estimate of how much the plan will pay for treatment. A pre-treatment estimate is not a guarantee of payment.

# Important Plan Notices and Documents

## CURRENT HEALTH PLAN NOTICES

Notices must be provided to plan participants on an annual basis are available in this benefits brochure and include:

- [Medicare Part D Notice](#)  
Describes options to access prescription drug coverage for Medicare eligible individuals.
- [Women's Health and Cancer Rights Act](#)  
Describes benefits available to those that will or have undergone a mastectomy.
- [Newborns' and Mothers' Health Protection Act](#)  
Describes the rights of mother and newborn to stay in the hospital 48-96 hours after delivery.
- [HIPAA Notice of Special Enrollment Rights](#)  
Describes when you can enroll yourself and/or dependents in health coverage outside of open enrollment.
- [Notice of Choice of Providers](#)  
Notifies you about the plan's requirement that you name a Primary Care Physician (PCP).

## CURRENT PLAN DOCUMENTS

Important documents for our health plan and retirement plan available on the company intranet and include:

### Summary Plan Descriptions (SPDs)

A Summary Plan Description, or SPD, is the legal document for describing benefits provided under the plan as well as plan rights and obligations to participants and beneficiaries. The following Summary Plan descriptions are available:

- City of Vernon's Group Health Plan

### Summary of Benefits and Coverage (SBCs)

A Summary of Benefits and Coverage (SBC) is a document required by the Affordable Care Act (ACA) that presents benefit plan features in a standardized format. The following SBC's are available:

- Blue Shield of California HMO
- Blue Shield of California TRIO ACO HMO
- Blue Shield of California PPO
- Blue Shield of California HDHP

### Statement of Material Modifications

This enrollment guide constitutes a Summary of Material Modifications (SMM) to the City of Vernon's Group Health Plan. It is meant to supplement and/or replace certain information in the SPD, so retain it for future reference along with your SPD. Please share these materials with your covered family members.



# Medicare Part D Notice

## Important Notice from the City of Vernon About Your Prescription Drug Coverage and Medicare

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with The City of Vernon and about your options under Medicare's prescription drug coverage. This information can help you decide whether or not you want to join a Medicare drug plan. If you are considering joining, you should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

There are two important things you need to know about your current coverage and Medicare's prescription drug coverage:

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.
  2. The City of Vernon has determined that the prescription drug coverage offered by the The City of Vernon is, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is therefore considered Creditable Coverage. Because your existing coverage is Creditable Coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.
- 

### When Can You Join A Medicare Drug Plan?

You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15th to December 7th.

However, if you lose your current creditable prescription drug coverage, through no fault of your own, you will also be eligible for a two (2) month Special Enrollment Period (SEP) to join a Medicare drug plan.

### What Happens To Your Current Coverage If You Decide to Join A Medicare Drug Plan?

If you decide to join a Medicare drug plan, your City of Vernon coverage will be affected. See below for more information about what happens to your current coverage if you join a Medicare drug plan.

Since the existing prescription drug coverage under Blue Shield of California of California is creditable (e.g., as good as Medicare coverage), you can retain your existing prescription drug coverage and choose not to enroll in a Part D plan; or you can enroll in a Part D plan as a supplement to, or in lieu of, your existing prescription drug coverage.

If you do decide to join a Medicare drug plan and drop your City of Vernon prescription drug coverage, be aware that you and your dependents may not be able to get this coverage back.

### When Will You Pay A Higher Premium (Penalty) To Join A Medicare Drug Plan?

You should also know that if you drop or lose your current coverage with The City of Vernon City of Vernon and don't join a Medicare drug plan within 63 continuous days after your

current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later.

If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to join.

**For More Information About This Notice Or Your Current Prescription Drug Coverage...**

Contact the person listed below for further information. NOTE: You'll get this notice each year. You will also get it before the next period you can join a Medicare drug plan, and if this coverage through The City of Vernon changes. You also may request a copy of this notice at any time.

**For More Information About Your Options Under Medicare Prescription Drug Coverage...**

More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans.

For more information about Medicare prescription drug coverage:

- Visit [medicare.gov](https://www.medicare.gov)
- Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare & You" handbook for their telephone number) for personalized help
- Call 800-MEDICARE (800-633-4227). TTY users should call 877-486-2048.

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at [socialsecurity.gov](https://www.socialsecurity.gov), or call them at 800-772-1213 (TTY 800-325-0778).

Remember: Keep this Creditable Coverage notice. If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and, therefore, whether or not you are required to pay a higher premium (a penalty).

Date:	January 1, 2021
Name of Entity/Sender:	City of Vernon
Contact-Position/Office:	Karina Rueda
Address:	4305 Santa Fe Ave., Vernon CA 90058
Phone Number:	(323) 583-8811 x325

# Women's Health and Cancer Rights Act

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for:

- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and
- Treatment of physical complications of the mastectomy, including lymphedema.

These benefits will be provided subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under this plan. Therefore, the following deductibles and coinsurance apply: [insert deductibles and coinsurance applicable to these benefits. If you would like more information on WHCRA benefits, call your plan administrator

## Newborns' and Mothers' Health Protection Act

Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours). If you would like more information on maternity benefits, call your plan administrator.

## HIPAA Notice of Special Enrollment Rights

If you decline enrollment in City of Vernon's health plan for you or your dependents (including your spouse) because of other health insurance or group health plan coverage, you or your dependents may be able to enroll in City of Vernon's health plan without waiting for the next open enrollment period if you:

- Lose other health insurance or group health plan coverage. You must request enrollment within 30 days after the loss of other coverage.
- Gain a new dependent as a result of marriage, birth, adoption, or placement for adoption. You must request [medical plan OR health plan] enrollment within 30 days after the marriage, birth, adoption, or placement for adoption.
- Lose Medicaid or Children's Health Insurance Program (CHIP) coverage because you are no longer eligible. You must request medical plan enrollment within 60 days after the loss of such coverage.

If you request a change due to a special enrollment event within the 30 day timeframe, coverage will be effective the date of birth, adoption or placement for adoption. For all other events, coverage will be effective the first of the month following your request for enrollment. In addition, you may enroll in City of Vernon's medical plan if you become eligible for a state premium assistance program under

Medicaid or CHIP. You must request enrollment within 60 days after you gain eligibility for medical plan coverage. If you request this change, coverage will be effective the first of the month following your request for enrollment. Specific restrictions may apply, depending on federal and state law.

Note: If your dependent becomes eligible for a special enrollment rights, you may add the dependent to your current coverage or change to another medical plan OR health plan]. [Optional – not required under HIPAA but might be required by a carrier in order for the dependent to remain eligible for coverage under a plan option.

## **Notice of Choice of Providers**

The Blue Shield of California HMO plans generally requires the designation of a primary care provider. You have the right to designate any primary care provider who participates in our network and who is available to accept you or your family members. Until you make this designation, Blue Shield of California designates one for you. For information on how to select a primary care provider, and for a list of the participating primary care providers, contact Blue Shield of California directly.

For children, you may designate a pediatrician as the primary care provider.

You do not need prior authorization from Blue Shield of California or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact the Blue Shield of California directly.

## Notes

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

City of Vernon  
4305 Santa Fe Avenue  
Vernon, CA 90058  
(323) 583-8811  
[www.cityofvernon.org](http://www.cityofvernon.org)



Rev. 11/24/2020





# Exhibit 4

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## Compliance Webinar

### Leaves in the Era of COVID

#### What Employers Should Know as Employees Manage Distance Learning, Hybrid Models, and School Closures

As schools open, close and offer distance learning, federal, state, and local leave laws provide options for job-protected leaves. Many of these requirements are new and easily missed.

Join us for a discussion on various new leaves for employees with children transitioning back to school, virtually or otherwise, as well as best practices to ensure compliance.

### Topics Covered

- Families First Coronavirus Act Leaves
- Key state mandates
- Local ordinance examples
- Employer PTO coordination
- Best practices and recommendations

11 a.m. Pacific  
2 p.m. Eastern

**REGISTER NOW**

*Seats are limited. Register today!*



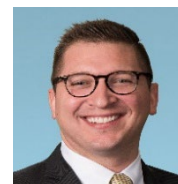
### Presenters



#### **Kristine Blanco, J.D.** **Director of Compliance**

Kristine is an attorney and Director of Compliance for Alliant Insurance Services Employee Benefits Practice. She is a graduate of the University of Arizona,

College of Law and has been working in employment law and employer health and welfare plan compliance since 2006. She is a frequent speaker on a range of employment law and employee benefits topics, most recently focused on COVID-19 issues impacting employers.



#### **Steven Ferenczy, J.D.** **Compliance Consultant**

As one of Alliant's in-house compliance attorneys, Steven's role includes monitoring employment and leave-related legislation, assisting internal staff and clients with

compliance, and reviewing client policies and procedures. Steven previously practiced law at a national, management-side labor and employment law firm working with a broad range of clients. He holds a BA from Georgia State University and earned his law degree from Georgia State University's College of Law.



The use of this seal is not an endorsement by the HR Certification Institute of the quality of the program. It means that this program has met the HR Certification Institute's criteria to be pre-approved for recertification credit.



Alliant Insurance Services is recognized by SHRM to offer Professional Development Credits (PDCs) for SHRM-CP® or SHRM-SCP®. This program is valid for one PDC for the SHRM-CP or SHRM-SCP.





# COMPLIANCE ALERT



» 06/01/21 | 2021-14

## EEOC Issues Updated Guidance Regarding COVID-19 Vaccines

### Introduction

On May 28, 2021, the U.S. Equal Employment Opportunity Commission (EEOC) issued updated and expanded [guidance related to the COVID-19 pandemic](#), which provides information regarding how the Americans with Disabilities Act (ADA), Title VII of the Civil Rights Act (Title VII), and the Genetic Information Nondiscrimination Act (GINA) may impact an employer that wants to implement a mandatory vaccination program or that offers incentives for employees to confirm their vaccination status, and addresses other questions concerning vaccinations in the employment context. An overview of some of the key items is provided below.

### Mandatory COVID-19 Vaccinations to Physically Enter the Workplace

The guidance states that federal EEO laws (ADA, Title VII, and other federal employment nondiscrimination laws) **do not** prevent an employer from requiring all employees physically entering the workplace to be vaccinated for COVID-19, as long as an employer complies with the reasonable accommodation provisions of the ADA and Title VII, and other EEO considerations. In certain situations, after properly evaluating the situation in accordance with any/all EEOC requirements, employers may need to provide an accommodation unless providing an accommodation would pose an undue hardship on the employer's business operations. Some specific examples of possible accommodations or modifications employers may have to provide to employees who do not get vaccinated due to disability, sincerely held religious beliefs, or pregnancy, include wearing a mask, social distancing in the workplace, working modified shifts, and being given the opportunity to telework. The guidance reminds employers that workplace accommodations are typically identified through a flexible interactive process, referring to the [Job Accommodation Network \(JAN\) website](#) as well as its own resources on [how to recognize an accommodation request from an employee with a disability](#). The EEOC suggests that, before instituting a mandatory vaccination policy, employers should ensure managers and supervisors have a clear understanding of the employer's policies and information regarding how to handle accommodation requests related to the policy.

The EEOC guidance does advise employers to consider vaccine availability, and that they may need to respond to allegations that a vaccination requirement has a disparate impact on certain employees, as some individuals or demographic groups may face greater barriers to receiving the COVID-19 vaccine than others, and may be more negatively impacted by a vaccination requirement.

### Voluntary Vaccine Programs and Incentives

The EEOC guidance reiterates that employers may offer incentives to employees to voluntarily provide documentation or other confirmation of a vaccination received in the community. An employer may also offer an incentive for employees voluntarily receiving a vaccination administered by the employer or its agent, as long as the incentives are not coercive. The guidance does not provide specifics on what may be deemed a coercive incentive, but it does provide that a very large incentive could make employees feel pressured to disclose protected medical information. We recommend employers consult their legal counsel and refer to the EEOC's prior guidance on the voluntary nature of wellness incentives as a guidepost.

## Restrictions on Screening Questions and Confidentiality of COVID-19 Vaccination Status

As noted in our [COVID-19 Vaccine FAQ](#), where an employer requires employees to receive the vaccine and is administering the vaccine itself, or from the employer's agent, rather than just inquiring about or seeking proof of vaccination status, this guidance reiterates that the screening questions required to administer the vaccine are subject to the ADA's restrictions on disability-related inquiries or medical examinations. Specifically, the ADA restricts when an employer may require medication examinations or make disability-related inquiries to situations where they are "job related and consistent with business necessity." To meet this standard, an employer would need to have a reasonable belief, based on objective evidence, that an employee who does not answer the questions and, therefore, cannot be vaccinated, will pose a direct threat to the employee's own health or safety or to the health and safety of others in the workplace.

This standard would not apply where an employer offers to vaccinate its employees on a voluntary basis (as long as the decision to answer any pre-screening questions is voluntary) or when an employer requests documentation or other confirmation of vaccination by a third party in the community. Regardless, information obtained in the course of an employer vaccination program (whether mandatory or voluntary), including documentation or other confirmation of COVID-19 vaccination status, is confidential medical information under the ADA and must be treated as such.

## Conclusion

This EEOC guidance provides some welcome details for employers as they continue to manage employee safety and operations, but still does not answer many questions employers may have. Employers considering whether to implement a mandatory vaccine program should consider this guidance, consult with employment law counsel, and evaluate a host of other key factors to determine whether such a program makes sense for their operation. Please contact your Alliant representative with additional questions.

## Compliance Alert is presented by the Compliance Practice Group of Alliant Employee Benefits

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## Transparency Rules and Surprise Billing Protections

July 2021

### Introduction

Recent federal legislation has included transparency provisions that apply to most group health plans as well as new protections against surprise billing. Although most of these rules were part of the Consolidated Appropriations Act of 2021 (the CAA), they build on and overlap with prior transparency rules issued by the Department of Labor (DOL), Health and Human Services (HHS) and Treasury (the Departments) as well as significant state and federal efforts to curb surprise billing. **For practical purposes, compliance with these requirements will fall to insurers and third party administrators (TPAs) by contract, but employers sponsoring self-funded plans are ultimately responsible** for compliance and will need to make sure that TPAs and other partners can implement and administer these new rules. A summary of and timeline for these rules is provided below, with jump links to specific topics.

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### Final Transparency Regulations

On October 29, 2020, the Departments issued their [final rule](#) on transparency in health plan coverage. The final transparency rule complements a similar [hospital transparency rule](#) issued by HHS that requires hospitals to post standard charge information based on negotiated rates for common items or services effective on January 1, 2021 (recently upheld by the D.C. Circuit Court of Appeals). The final rule on transparency in health plan coverage generally has two parts. Insurers and non-grandfathered group health plans must:

1. Provide cost-sharing information to enrolled individuals through an online tool on their website and in paper form. As discussed below, this part of the rule will be phased in for plan years beginning in 2023 and is fully effective in 2024.
2. Publicly disclose pricing information in three machine-readable files for: (1) rates for in-network providers, (2) billed charges and allowed amounts for out-of-network providers, and (3) in-network prices for prescription drugs. This part of the rule will go into effect for plan years beginning in 2022.

The final rule does not apply to grandfathered plans, excepted benefits, or account based plans like HRAs or H-FSAs. It does apply to all other group health plans, including church plans and non-federal governmental plans, as well as prescription drug plans.

### **Disclosure of Cost-Sharing Information to Enrollees on Request**

Upon request, plans and insurers must disclose to current plan participants and beneficiaries (enrollees) estimates of cost-sharing for covered health care items and services from a particular provider. Items or services include encounters, procedures, medical tests, supplies, drugs, durable medical equipment, and fees (including facility fees). The goal is to enable enrollees (or their representatives), to obtain an estimate of out-of-pocket expenses in advance. As noted above, this disclosure requirement will be phased in, and cost-sharing information must be available for 500 listed items and services for **plan years beginning on or after January 1, 2023** with information for all items and services available for **plan years beginning on or after January 1, 2024**. The Departments identify the 500 items and services (along with a plain language description and CPT code) in the preamble of the final rule. This disclosure is based on the structure of current explanation of benefits (EOB) notices. EOBs disclose a wide array of information including the amount billed, the in-network negotiated rate, allowed amounts for out-of-network providers, and the individual's cost-sharing obligations. But unlike EOBs, which are provided to patients after services have been delivered, this advanced disclosure should help enrollees choose more cost effective options. The Departments acknowledge cost-sharing data will only be an estimate and will not necessarily reflect the amount that a patient is ultimately charged.

### **Required Disclosure Content**

The final rule outlines seven content elements that a plan or insurer must disclose, upon request, to an individual.

1. *Estimated Cost Share Liability.* This is an estimate of the amount that the individual would be responsible for paying under the plan's specific deductible, coinsurance, and copay structure. The estimated liability must be based on actual rates, allowed amounts, and individual-specific cost-sharing limits. It should also reflect any cost-sharing reductions. This estimate does not include premiums, balance billing amounts for out-of-network providers, or the cost of non-covered items or services.
2. *Accumulated Amounts.* This is the amount of cost-sharing that the individual (or family) has already paid towards the plan's deductible or out-of-pocket maximum. The accumulated amount should also reflect any progress towards reaching a treatment limit (such as providing cost-sharing information based on the number of physical therapy visits already used relative to the plan's cap on the number of visits for physical therapy that could be covered).
3. *In-Network Rates.* Where plans have specifically negotiated contract rates with specific providers those must be disclosed (note that balance billing is generally not permitted in-network). The Departments will require the disclosure of an in-network rate even if that rate

does not impact the individual's cost-sharing liability. If the plan or insurer has no contractually agreed to rates or underlying fee schedule rates, it does not technically have a network and this element does not apply. If a plan has specifically negotiated an in-network rate with a provider as a percentage of Medicare or other formula the plan must disclose rates and fee schedules that result from such a formula as a specific dollar amount. With respect to prescription drug plans, cost sharing estimates provided through a standalone tool offered by a PBM or TPA will satisfy this element.

4. *Out-of-Network Allowed Amounts.* This is the allowed amount that a plan or insurer would pay for a covered item or service furnished by an out-of-network provider or any other calculation that provides a *more accurate* estimate of the amount the plan would pay (such as usual, customary, and reasonable rates). Again, this does not include balance billing amounts but if a plan uses a percentage of Medicare or other fixed formula the plan must disclose rates and fee schedules that result from such a formula as a specific dollar amount. A percentage can be disclosed instead of a dollar amount only if a plan reimburses out-of-network providers a percentage of *billed* charges.
5. *Items and Services Content List for a Bundled Payment.* This is a list of all covered items and services reflected in the cost-sharing estimate for a bundled payment arrangement. Plans and insurers do not have to list cost-sharing information separately for each covered item or service in the bundle.
6. *Notice of any Prerequisites to Coverage.* Plans and insurers must inform individuals that they may need to satisfy certain medical management techniques before the item or service will be covered. This list is limited to concurrent review, prior authorization, and step-therapy or fail-first protocols.
7. *Disclosure Notice.* This is a plain language notice that must include specific disclosures to inform individuals: (1) about the possibility of out-of-network balance billing that is not reflected in the cost-sharing estimate, (2) that actual cost-sharing may differ from the estimate, (3) that a cost-sharing estimate is not a guarantee of coverage, (4) whether copay assistance and other third-party payments count towards cost-sharing limits, and (5) that a recommended preventive service may be subject to cost-sharing if not billed as a preventive item or service. The balance billing statement is only required if balance billing is permitted under state law (balance billing is banned under some state insurance codes but this will be required for self-funded plans that cover out-of-network care). The final rule provides model language.

## Methods of Disclosure

Plans and insurers will be required to disclose real-time cost-sharing estimates through a user-friendly online self-service tool and on paper. The online self-service tool must allow users to search for cost-sharing information for a covered item or service provided by a specific in-network provider or by all in-network providers by inputting: (1) a billing code (such as CPT<sup>1</sup> code 87804) or a descriptive term (such as "rapid flu test"), at the option of the user, (2) the name of the in-network provider, if the user seeks cost-sharing information with respect to a specific in-network provider, and (3) other factors utilized by the plan or insurer that are relevant for determining the applicable cost-sharing information (such as location of service, facility name, or dosage). It must allow users to search for an out-of-network allowed amount, percentage of billed charges, or other rate that provides a reasonably accurate estimate of the amount a plan or insurer will pay for a covered item or service provided by out-of-network providers by inputting: (1) a billing code or descriptive term, at the

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<sup>1</sup> Current Procedural Terminology.

option of the user, and (2) other factors utilized by the plan or insurer that are relevant for determining the applicable out-of-network allowed amount or other rate (such as the location in which the covered item or service will be sought or provided). Lastly, the tool must allow users to refine and reorder search results based on geographic proximity of in-network providers, and the amount of the participant's or beneficiary's estimated cost-sharing for the covered item or service.

With respect to paper disclosures, all of the same information must be made available in plain language, without a fee, in paper form at the request of the enrollee. In responding to such a request, the plan or insurer can limit the number of providers to no fewer than 20 per request. The plan or insurer is required to: (1) disclose the applicable provider-per-request limit to the participant or beneficiary, (2) provide the cost-sharing information in paper form pursuant to the individual's request, and (3) mail the cost-sharing information in paper form no later than 2 business days after an individual's request is received.

### **Public Disclosures of In-Network Rates and Out-of-Network Allowed Amounts**

In addition to individual enrollee disclosures, for **plan years beginning on or after January 1, 2022** plans and insurers must publicly post three machine-readable files: (1) a file on all in-network rates (including negotiated rates, underlying fee schedules, or derived amounts) with in-network providers for all covered items and services, (2) a file on out-of-network allowed amounts and billed charges for covered items and services provided by out-of-network providers, and (3) a file on in-network negotiated rates and historical prices for prescription drugs. The rule further identifies specific requirements for each file, summarized below. Information must be updated monthly and made publicly available on an insurer's or plan's website free of charge, without having to log-in or otherwise submit identifying information. This data is intended to allow employers to negotiate better pricing but could also be used by out-of-network providers to better understand what percentage of a billed amount they are likely to receive. All three machine-readable files must be made available beginning in 2022. Payers and provider will need to amend contracts that include gag clauses or non-disclosure agreements in advance of this deadline.

**In-Network Rates.** Where plans have contracts with providers creating in-network negotiated rates and reimbursements several data elements are required. First, plans and insurers must include their Health Insurance Oversight System ID (preferably at the 14-digit product level). If a plan or insurer does not have a HIOS ID, it must use the employer's EIN. Next, specific billing codes (generally CPT, HCPCS, DRG, or NDC coding)<sup>2</sup>, with which providers, insurers and TPAs are all readily familiar. Lastly, all applicable rates and fee schedules must be reflected as dollar amounts for each covered item or service associated with every provider identified by their National Identifier and Place of Service Codes. This file would only include reference based pricing arrangements with a defined network (contracted providers accepting a specific rate or reimbursement that will not result in balance billing).

**Out-of-Network Billed and Allowed Amounts.** Where plans cover items or services by providers without existing contractually agreed to rates, additional disclosures are required to reflect possible balance billing. As with the in-network file, this file must also include the plan's HIOS ID (preferably at the 14-digit product level) or the employer's EIN. Specific billing codes are also required and every provider must be identified by their National Identifier and Place of Service Codes. The additional disclosure required for the out-of-network file is historical data on billed charges and specific allowed amounts (the discrepancy is generally balance billed). The disclosure is specifically allowed amounts

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<sup>2</sup> Current Procedural Terminology (CPT) code, Healthcare Common Procedure Coding System (HCPCS) code, Diagnosis-Related Group (DRG) code, National Drug Code (NDC).

and billed charges covered for items or services furnished by out-of-network providers during the 90-day time period that begins 180 days prior to the publication date of the file.<sup>3</sup> All of a plan's allowed amounts must be reflected as actual dollar amounts (not as a percentage of either Medicare or an amount billed) to allow a direct comparison with a provider's billed amounts.

**In-Network Prescription Drugs.** Where plans cover prescription drugs a separate file is required for negotiated rates for prescription drugs. As with both files above, this file must include the plan's HIOS ID or employer's EIN and the National Identifier and Place of Service Codes for each in network provider. However, only the NDC specified by the Food and Drug Administration is needed to identify a specific drug. All negotiated rates must be reflected as actual dollar amounts associated with each pharmacy or network provider. Like the file for out-of-network historical data, this file also requires historical data during the 90-day time period that begins 180 days prior to the publication date of the file that applies to each NDC. However, historical data here is to account for rebates, discounts and charge backs as opposed to balance billing.

### **Transparency Rules under the CAA**

As noted above, the CAA built on the final transparency rule by adding additional cost transparency provisions and requiring significant disclosures to participants. These provisions are effective for **plan years beginning on or after January 1, 2022**. Although there is some gray area with respect to applicability, it appears that the CAA transparency provisions discussed below regarding providing details on plan deductible and out-of-pocket limits as well as the requirement to provide an advanced EOB apply to grandfathered plans. The other provisions, including the price comparison tool, provider directory and continuation of care requirements, do not apply to grandfathered plans. None of the requirements appear to apply to excepted benefits, or account based plans like HRAs or H-FSAs. They do apply to church plans and non-federal governmental plans, as well as prescription drug plans. Clarifying guidance would be welcome.

### **In and Out of Network Deductibles and Out-of-Pocket Information**

The CAA requires group health plans to provide, in clear writing, on any physical or electronic plan or insurance identification card the following information: (1) any deductible applicable to the plan, (2) any out-of-pocket maximum limitation applicable to the plan, and (3) a telephone number and website where the participant may seek consumer assistance information. The requirement to provide information on the ID card regarding "any" deductible or out-of-pocket limit includes both in-network and out-of-network deductibles and out-of-pocket limits. This requirement applies to grandfathered plans.

### **Advanced Explanation of Benefits**

Next, the CAA requires group health plans to provide to participants or providers an advance explanation of benefits with cost estimates within one business day of a request, or within three business days if a service is scheduled at least 10 business days out, that includes the following information:

- Whether or not the provider or facility is a participating provider or facility for the plan with respect to furnishing the item or service,
- A participating provider's contracted rate,
- For a non-participating provider, information on how to obtain in-network provider access,

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<sup>3</sup> Plans and insurers may omit data in relation to a particular item or service and provider when the report of out-of-network allowed amounts would be for fewer than 20 different claims for payments under a single plan.



- A good faith estimate from the provider,
- A good faith estimate of the plan's coverage amount, the member's cost-sharing, and any deductible and out-of-pocket requirements already met as of the date of the notice,
- Explanation of any applicable medical management techniques,
- A disclaimer that it is a good faith estimate on items/services reasonably expected to be furnished and subject to change, and
- Any other valid disclaimers/information the plan deems appropriate to disclose.

This requirement applies to grandfathered plans.

### **Price Comparison Tool Requirement**

In addition to the disclosures described above, group health plans must also offer price comparison guidance by telephone and make available on their websites a price comparison tool that allows participants to compare the amount of cost-sharing for certain items and services among different providers. Note that this requirements is similar to the cost-sharing disclosure under the final rule. Future guidance is expected to address how these two requirements relate to each other and in what cases compliance with one requirement will be deemed to be compliance with both requirements.

### **Provider Directory Information**

In order to ensure participants have up to date information on available in-network providers and facilities, the CAA requires that group health plans maintain and provide current information on their provider network. Specifically, group health plans must establish a process to verify provider directory information at least every 90 days and respond to participant questions within one business day. Group health plans must also provide information about the federal and applicable state law prohibitions and rules on balance billing, as well as contact information for appropriate state and federal agencies to report any issues. This information must be available on a public website. Notably, a participant who relies on a group health plan's inaccurate provider directory will be responsible only for the in-network cost-sharing amount if they provide documentation they received incorrect information, with the plan being responsible for the balance.

### **Continuity of Care**

Where a group health plan's provider and/or facility network is disrupted as a result of contractual changes that impact participant access to or payment for certain providers and facilities, the group health plan is required to provide notice to each individual who is receiving "continuing care" from impacted providers and/or facilities of their right to elect transitional care with those providers or at those facilities. The notice must provide the individual the opportunity to notify the plan of the need for transitional care and the plan must then permit continued care under the same terms and conditions as would have applied had the changes to the plan's network not occurred. Care will continue for 90 days beginning on the date the above referenced notice was provided, or until the individual is no longer a continuing care patient. A continuing care patient is defined as one who is: (1) undergoing a course of treatment for a serious and complex condition, (2) undergoing a course of institutional or inpatient care from the provider or facility, (3) scheduled to undergo non-elective surgery from the provide or facility, (4) pregnant and undergoing a course of treatment for the pregnancy, or (5) determined to be terminally ill and receiving treatment for such illness from such provider or facility.



## **Prohibition on Gag Clauses Regarding Price and Quality Information**

While not directly impacting participants, group health plans and their advisors should be aware that CAA rules also prohibit group health plans from entering into an agreement with a health care provider, network or association of providers, third-party administrator, or other service provider that would directly or indirectly restrict a group health plan from providing provider-specific cost or quality of care information, electronic access to de-identified claims and encounter information for enrollees in a plan, or sharing of the above information/data with business associates in accordance with HIPAA standards. Such restrictions are colloquially referred to as “gag clauses.” Group health plans are required to report compliance with this provision annually to HHS. This requirement was effective on enactment of the CAA (December 27, 2020). Plan sponsors and advisors will need to review TPA agreements for gag clauses and remove them.

## **Broker & Consultant Compensation Disclosure**

The CAA added a new compensation disclosure requirements for brokers and consultants to ERISA covered group health plans for contracts entered into, extended or renewed on or after **January 1, 2022** (absent further extension). Specifically, the CAA amends ERISA to require certain “covered service providers” (CSP) provide written information about their fees and services to a “responsible plan fiduciary.” The “responsible plan fiduciary” is a plan fiduciary with authority to cause a plan to enter into, extend, or renew a contract or arrangement for plan services. Failure to comply with the disclosure requirements means that the service arrangement is not reasonable and is therefore an ERISA prohibited transaction. A CSP is a service provider that reasonably expects to receive \$1,000 or more in total direct or indirect compensation from the plan in connection with providing a “covered service” to an ERISA-covered group health plan. “Indirect compensation” is compensation received by a provider from a source other than the plan, plan sponsor or the CSP, while “direct compensation” is that paid by the group health plan. For purposes of group health plans, CSPs are limited to providers of certain brokerage and consulting services.

Brokerage services provided to a covered plan are those with respect to selection of insurance products (including vision and dental), recordkeeping services, medical management vendors, benefits administration (including vision and dental), stop-loss insurance, pharmacy benefit management services, wellness services, transparency tools and vendors, group purchasing organization preferred vendor panels, disease management vendors and products, compliance services, employee assistance programs, or third party administration services. Consulting services are those related to the development or implementation of plan design, insurance or insurance product selection (including vision and dental), recordkeeping, medical management, benefits administration selection (including vision and dental), stop-loss insurance, pharmacy benefit management services, wellness design and management services, transparency tools, group purchasing organization agreements and services, participation in and services from preferred vendor panels, disease management, compliance services, employee assistance programs, or third party administration services.

The disclosure must contain a description of the services to be provided, a statement of the entity’s fiduciary status, and a description of “compensation” received by the CSP for services. The term “compensation” is defined broadly to include anything of monetary value except for non-monetary compensation valued at \$250 or less throughout the term of the arrangement. For indirect compensation, the disclosure must describe: (1) the payer of the indirect compensation; (2) the amount (or formula or estimate) of the indirect compensation; (3) the services for which the indirect compensation will be paid; and (4) the arrangement between the CSP (or its affiliate or subcontractor)

who receives the fees and the payer of the indirect compensation. Importantly, indirect compensation is defined as including compensation paid by a vendor to a brokerage firm based on a structure of incentives not solely related to the contract with the covered plan. Additionally, the disclosure must contain a description of compensation paid among the CSP, its affiliates and subcontractors if it is set on a transaction basis. Transaction-based compensation would include commissions, finder's fees or other incentive-based compensation related to the contract for services. The disclosure must describe the services for which such "shared compensation" is paid, and identify each payer and recipient (including status of recipient as an affiliate or subcontractor). Lastly, the disclosure must describe any compensation expected to be received in connection with the termination of the contract or arrangement as well as the manner in which compensation will be received.

For new and ongoing arrangements, the disclosure must be made reasonably in advance of the date that any contract or arrangement for brokerage or consulting services is entered into, extended or renewed. Also, if the compensation information initially provided changes over time, an update must generally be provided within sixty-days. A CSP must also act in good faith to correct any errors or omissions as soon as possible, but no later than 30 days after discovery of the mistake.

### **The No Surprises Act**

The CAA included groundbreaking protections against surprise billing for emergency services, air ambulance services and certain services provided by a nonparticipating provider at a participating facility under the No Surprises Act (the Act). These provisions are effective for **plan years beginning on or after January 1, 2022**. They apply to both grandfathered and non-grandfathered group health plans, including church plans and non-federal governmental plans, as well as prescription drug plans. The Act does not apply to excepted benefits, or account based plans like HRAs or H-FSAs. Importantly, state law prohibitions on balance billing (generally applicable to insured plans) that are more stringent than those under the Act will also continue to apply. The Departments also issued [Interim Final Rules](#) on the Act, in addition to a [Fact Sheet](#) and [Model Notice](#) for inclusion with Explanations of Benefits (EOBs) and on public websites of group health plans and insurers.

### **Emergency Services**

Under the Act, insurers and plans that cover emergency services cannot require prior authorizations for those services regardless of whether the health care provider furnishing such services is a participating provider or a participating emergency facility. The Act defines a participating provider or facility as one with which the plan has a direct or indirect contractual relationship with respect to furnishing a particular item or service, and a nonparticipating facility or provider as one where there is no existing contractual relationship (commonly referred to as in-network or out-of-network). Next, if emergency services are provided to a participant by a nonparticipating provider or at a nonparticipating emergency facility: (1) there cannot be any requirements or limitations on coverage that are more restrictive than if the services were provided by a participating provider or emergency facility, (2) cost sharing cannot be greater than if the services were provided by a participating provider or emergency facility, (3) cost sharing must be calculated as if the total amount that would have been charged by a participating provider or emergency facility was equal to the "recognized amount" for the services, and (4) any participant cost sharing must be applied towards any plan deductible and out-of-pocket maximums.

The recognized amount is the "qualifying payment" as determined for a service for a given year. A qualifying payment will generally be the median of contracted rates. The 2019 rates would set the 2022 amount (indexed by the Consumer Price Index) for the same or a similar service in the same geographic area. Rates for plans not in existence in 2019 would be based on contracted rates for

services to be furnished in the first year. Subsequent regulations on how plans determine what constitutes a qualifying payment also must be issued by July 1, 2021. State laws establishing required payments will also govern and are not superseded.

A group health plan or insurer that receives a bill for emergency services provided by a nonparticipating provider or at a nonparticipating emergency facility must issue a notice of denial of payment or make an initial payment within 30 days after a bill is transmitted. The total payment is then calculated and billed later if the parties do not dispute the amount. Note that emergency services can, under certain circumstances, also include services furnished after the patient is stabilized and as part of outpatient observation if connected to the underlying emergency service.

### **Non-Emergency Services**

Certain items or services furnished by a nonparticipating provider during a visit to a participating facility are also regulated under the Act. Unless the nonparticipating provider gives notice and gets patient consent (discussed below) the following rules, similar to those governing emergency services, apply: (1) cost sharing cannot be greater than if the services were provided by a participating provider, (2) cost sharing must be calculated as if the total amount that would have been charged by a participating provider or emergency facility was equal to the “recognized amount” for the services, (3) the plan must issue a notice of denial of payment or make an initial payment within 30 days after a bill is transmitted, with the total payment subsequently calculated and billed later, and (4) any participant cost sharing must be applied towards any plan deductible and out-of-pocket maximums.

### **Independent Dispute Resolution Process**

The Act also provides a formal Independent Dispute Resolution (IDR) process to resolve disputes regarding out-of-network rates and payments. Under this IDR process either party (the plan or provider/facility) can initiate Open Negotiations during a 30-day period starting from the date the denial or initial payment is received. The Open Negotiations period is 30 days. Where there is no resolution at the end of that period either party has four days to initiate an Independent Review by sending a notification to the other party and the Secretary of the applicable federal department (the Department of Labor for ERISA plans). The remainder of this process and the certification of entities to conduct Independent review will be the subject of subsequent rulemaking. The Act gives the Departments one-year from enactment (generally, late December 2021) to establish by regulation the IDR process under which a provider or facility or group health plan can make an appeal to a Certified IDR Entity that will conclusively determine the amount of the required payment under the rules of the Act. Subsequent regulations will address how entities become certified.

The parties generally will have three days to agree on a Certified IDR Entity or the Secretary will assign an Entity within 6 days. Ten days after selection, each party must submit a payment offer with supporting information. The Certified IDR Entity is required to make a formal determination within 30 days of selection. Interestingly, the Act includes listed additional factors that the IDR Entity can consider, such as the expertise of the provider and the market share of the facility. It also includes an express prohibition of certain factors including, usual and customary charges and the payment amount by a public provider, specifically Medicare, TRICARE or CHIP reimbursement rates. The IDR determined payment must be made within 30 days of the rendering of that determination. Certified IDR decisions are binding and not subject to judicial review absent evidence of corruption, fraud, misconduct, or exceeding the scope of their authority. The losing party (whose offer was not chosen) is responsible for paying the costs of the IDR process.

## **Healthcare Provider Requirements**

Limitations on out-of-network billing and plan payments do not apply if a provider satisfies specific notice and consent requirements under the Act. If a participant makes an appointment 72 hours in advance, on the date of the appointment the provider must furnish a written notice (paper or electronic) in a format to be determined by regulations (by July 1, 2021) that includes a required consent to services, and the following information:

- Notice that the provider or facility is nonparticipating (or out-of-network),
- A good faith estimated amount that the provider or facility will charge,
- In the case of a nonparticipating provider at a participating facility, a list of other participating providers at the facility able to perform the service, and
- Information on whether a prior-authorization or any other medical management limitation may apply in advance of receiving the care.

The notice and consent document must be available in the 15 most common languages in the geographic region.

Beginning January 1, 2022, providers and facilities are also subject to a new notice and posting requirement under the Act. Providers and facilities must post on their websites, and provide to participants, a one-page notice including: (1) information on prohibitions on balance billing under the Act, (2) any state law requirements on amounts providers or facilities can bill when they are nonparticipating (out-of-network), and (3) the appropriate state and federal agencies to contact with possible violations of those provisions. Penalties for violations are up to \$10,000 per occurrence.

## **Air Ambulance Services**

The Act also addresses Air Ambulance bills, which generated a lot of the initial controversy surrounding balance billing. Where a participant receives services from a nonparticipating Air Ambulance provider: (1) cost sharing cannot be greater than if the services were provided by a participating provider, (2) any participant cost sharing must be applied towards any plan deductible and out-of-pocket maximums, and (3) the payment process, Open Negotiation, and IDR rules discussed above governing payments and disputes apply. Note that other factors are subject to consideration in the Air Ambulance IDR process, including but not limited to, Air Ambulance vehicle type and population density of the pick-up location.

Air Ambulance providers are also required to submit detailed information to the Departments of Health and Human Services and Transportation on their fleet, operations, and services. Importantly, group health plans and insurers are also required to submit information to the Departments of Labor and Treasury on: (1) claims data for Air Ambulance services, (2) whether services were furnished on an emergency or non-emergency basis, (3) details on the affiliation of the provider of those services (e.g., hospital, municipal, private), (4) whether services were for a rural or urban location, (5) the type of aircraft used, and (6) whether the Air Ambulance provider has a contract with the plan or insurer. Provider, insurer, and group health plan reports are due 90 days after the end of the first calendar year to which the Act applies. Subsequent rulemaking will be required to clarify the reporting process as well as submission deadlines and frequency.

## **Conclusion**

These sweeping new transparency requirements and patient protections will impact providers in addition to employers, insurers and TPAs. Compliance with all of these requirements should fall to insurers and TPAs (by contract), but employers that sponsor self-funded plans will ultimately remain

## COMPLIANCE Friday Fast Facts



» 6/18/2021

### The Affordable Care Act Survives Another Challenge

On June 16, 2021, the United States Supreme Court upheld the Affordable Care Act (ACA) in the case of *Texas v. United States* (now referred to as *California v. Texas*). The challenge brought by Texas and other Republican-dominated states alleged that the entirety of the ACA was invalid as a result of the elimination of the individual mandate penalty under the 2017 Tax Cuts and Jobs Act. With a 7 to 2 vote, the Court held that these states did not have standing to bring the challenge to court. In layman's terms, because the plaintiff-states were not required to pay anything under the individual mandate provision of the ACA they could not show injury, and, therefore, could not challenge the legality of that issue. This result is not unexpected. During oral arguments held in November of last year, the Court primarily focused on standing and severability, or why other provisions of the ACA could not survive without the individual mandate, indicating that the ACA was likely to survive. Although there could be additional challenges to the ACA if interested parties can show adequate injury, for now this ruling maintains the status quo. The decision is available in full [here](#).

### Understanding the Compliance Risks When Engaging New Vendors or Adding New Products to a Group Health Plan

We are seeing many new vendors and products enter the group health plan space. Most commonly, these are carved out, remote care arrangements that include, but are not limited to, concierge care, telemedicine, and mental health supplements (e.g., Talkspace, Modern Health, Lyra). Some vendors understand what an employer/plan sponsor's compliance obligations are under HIPAA, ERISA, COBRA and the ACA, while others do not understand this complex regulatory landscape. When considering a new vendor or new product to add to a group health plan, such as a fertility offering or new mental health platform, it is critical to confirm that the vendor understands and can support a plan sponsor's compliance obligations. The only way to effectively do this is to ask them for a detailed statement of compliance. Such a statement should at a minimum address whether the offering provides medical care (making it subject to ERISA and COBRA), is an excepted or non-excepted benefit (this determines whether it is subject to ACA market reforms and, in turn, whether it can only be offered to major medical enrollees or a broader population), and whether it is considered insured or self-funded (claims paid for by an employer's general assets). Moreover, if an offering provides medical care, the statement of compliance should detail the vendor's approach to COBRA and ERISA plan document, reporting and disclosure obligations. If a vendor does not understand these, and other, compliance obligations or does not have a formal statement of compliance, employer/plan sponsors should be wary of proceeding and discuss this risks of engagement with their own counsel. Our updated [Remote Care Compliance Chart](#) addresses these and other compliance considerations. Note that failings in any of these critical areas cannot be fixed on the backend by the client or the Alliant account management team.

### FAQ of the Week

**Q.** How do I calculate the PCORI fee for a partial year?

**A.** When a health plan changes funding (from fully insured to self-insured or self-insured to fully-insured) or has a short plan year due to plan termination (note that if an ongoing plan has a short plan year it will generally pay PCORI twice), determining the average number of covered lives for both PCORI fee becomes more complicated. The Actual Count method for determining the average number of covered lives will automatically get an accurate average. However, the Snapshot or Snapshot Factor Method may not have covered lives for an entire quarter and could, due to the selection of dates, result in a greater or lesser number of covered lives. To avoid this result, if a plan that uses the Snapshot or Snapshot Factor Method had enrollees on any day during a quarter it must choose a set of Snapshot dates with enrollees. However, the count for a date in a quarter in which the plan was either not in existence or not self-funded for the entire quarter can be reduced by a factor reflecting the amount of time during the quarter that the plan did not have enrollees. For example, a plan that terminates on August 31st (62 days into the third quarter) would not be permitted to use September 1st as the date for the third quarter but it can reduce its count of covered lives for the third quarter by 30/92, the proportion of the quarter during which the plan had no enrollment. This reduction factor only applies to a new plan, a terminating plan, or a plan that changes funding options that wants to use the Snapshot or Snapshot Factor Methods to determine its' average number of covered lives. For information see our [PCORI fees Insight](#).

Happy Friday!!

Compliance team

responsible for compliance. Plan sponsors should become familiar with these new obligations and engage with their insurers and TPAs to make sure that these partners intend to facilitate group health plan compliance.

Rev. 06-2021

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# Exhibit 5

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# Sun Safety: Get the Facts

**When it comes to protecting yourself from sun damage,** do you know fact from fiction? Review the basics from the American Cancer Society and CDC.

**Fiction:** You don't need to wear sunscreen when outdoors on cloudy days.

**Fact:** Up to 80% of the sun's UV (ultraviolet) rays can penetrate clouds. Unless it's raining heavily, your skin can burn if overexposed to UV rays.

**Tip:** Remember that sunscreen is just a filter — it does not block all UV rays.

**Fiction:** One application of sunscreen will provide several hours of protection outdoors.

**Fact:** The best prescription is to apply one ounce of broad-spectrum sunscreen with a sun protective factor (SPF) 30 to your entire body and reapply every two hours, especially after swimming or sweating.



**Tip:** Sunscreen products can only be labeled broad spectrum if they have been tested and shown to help screen both UVA and UVB rays.

**Fiction:** Sunscreens labeled as water-resistant only need to be applied once while sweating or swimming.

**Fact:** Water-resistant sunscreens must be reapplied at least every two hours. These sunscreens must state whether they protect the skin for at least 40 or 80 minutes of swimming or sweating. There's no such thing as a waterproof sunscreen — they all wash off eventually.

**Tip:** Most sunscreen products are good for two to three years; check expiration dates.

**Fiction:** Getting a base tan at an indoor tanning salon is a good way to prevent sun damage when outdoors.

**Fact:** A base tan provides little protection from sunburn — any tanning, indoors or out, injures your skin.



**You may be especially sensitive to UV damage** if you have: a family history of skin cancer; fair skin; or many moles, irregular moles, or freckles. Learn more at [cancer.org](https://www.cancer.org).

## BEST bits



■ **World Hepatitis Day is every July 28** to raise awareness about this leading cause of death worldwide. Nearly 300 million people have it and don't know it. Hepatitis viruses cause inflammation of the liver that leads to serious illness. There are five primary forms of hepatitis. You can get involved at [worldhepatitisday.org](https://www.worldhepatitisday.org). And learn more about hepatitis at [cdc.gov/hepatitis](https://www.cdc.gov/hepatitis).



■ **July is National Recreation and Park Month**, a time to recognize those people working to help protect and preserve our open community sites across the U.S. With their efforts, we can enjoy walking our trails, camping sites, taking fitness classes or swimming at community centers, along with reaping the benefits of clean air and water. Learn more at [nrpa.org/events/july](https://www.nrpa.org/events/july).



■ **Anyone can suffer from mental disorders**, which include depression, anxiety, bipolar and many others. Too many people struggling with poor mental health don't get or seek help. During **Minority Mental Health Awareness Month**, the focus is recognizing and improving care for underrepresented communities. Learn more about this annual event at [nami.org](https://www.nami.org). Mobile devices are providing new ways to access help, monitor progress and increase understanding of mental well-being; for example, anyone who can text can contact a crisis center.

**Note:** Due to production lead time, this issue may not reflect the current COVID-19 situation in some or all regions of the U.S. For the most up-to-date pandemic information visit [coronavirus.gov](https://www.coronavirus.gov).

“Don't go through life, grow through life.” — Eric Butterworth



# When Adult Kids Move In

**Grown children moving in with their parents is no longer unusual.** In fact, the number of young adults living with one or more parents has surpassed the number living in multi-generational households during the Great Depression, according to Pew Research.

**There are numerous reasons why adult children return home,** including a job loss, apartment woes or a relationship breakup. While the new living situation may be fine for a while, it can disrupt the parents' home life and cause stress for all family members.

**Use these tips** to help you and your adult kids adjust more comfortably to your new living arrangement:

- **Set a mutually agreed-upon rent for room and board.** If your grown child is unemployed, encourage them to look for work and, in the meantime, to help with chores and errands.
- **Set limits.** If you're looking forward to retiring or downsizing, make it clear the living arrangement can't last forever and work out a timetable.
- **Respect each other as adults.** Your grown kids shouldn't treat your home like a dormitory or expect you to provide all their meals. And parents shouldn't expect their adult children to have a curfew.
- **Don't wait until there's an argument to set some rules.** For example, make it clear if you don't allow smoking in your home. Let them know your bedtime should be respected (no loud music or guests after a certain time).



## Did you know?

**Seasonal affective disorder (SAD) can occur in the summer.** Though less common than the winter version, many people do develop summer depression. Symptoms include poor appetite, weight loss, insomnia, restlessness and anxiety. Early, accurate diagnosis is important to ensure you get proper treatment. **If you suspect summer depression,** consult a health care provider familiar with this condition. Treatment may include medication, counseling and changing your sleep schedule. Lifestyle changes can also help: Maintain healthy eating, exercise consistently and don't overbook — find time to relax and do things you enjoy daily.

— Eric Endlich, PhD

# Chronic Pain and the Brain

**Nearly 100 million Americans suffer from chronic, persistent pain, according to the American Academy of Pain Medicine.** Pain is the most common symptom that sends us to our health care providers, yet it is hard to define. The sensation of pain involves communication among your nerves, spinal cord and brain. Some of the most common types of chronic pain are due to headache, arthritis, nerve damage, cancer, lower back pain, and pain after surgery or trauma.

**If you suffer chronic pain, you may find that your daily discomfort leads you to withdraw from socializing.** Over time, pain can weaken your physical and mental strength and social relationships and further reduce your ability to cope. As a result, many chronic pain sufferers also suffer depression.



**The good news is, effective therapies can help improve your well-being:**

**Cognitive behavioral therapy** is a well-established treatment for anxiety and depression. It's also a very effective way to treat and control chronic pain. Therapists use it to help patients learn coping skills so that they can actively manage, rather than be victimized by, their pain. For example, patients might try participating in activities to help improve physical function and distract themselves from focusing on the pain.

**Relaxation training techniques** help people relax and reduce stress; techniques include progressive muscle relaxation, yoga and meditation.

**Routine physical exercise,** according to abundant research, is very helpful for boosting mood and reducing anxiety. Research suggests that aerobic exercise can be especially helpful for improving overall well-being and physical function in patients with some types of chronic pain.

**Mindfulness meditation practice** has recently been shown to reduce a person's pain experience. Some participants have been able to reduce or even eliminate pain medications through ongoing daily practice.

**Consider support groups.** Meeting with other people who have chronic pain offers a way to understand, share and explore other methods of coping with pain — and can help you feel less alone. To learn more, search for **support groups** at [theacpa.org](http://theacpa.org).





In personal finance, **net worth** is a common term. Net worth is equal to what you own (assets) minus what you owe (liabilities). Growing your net worth isn't difficult; it just takes focus and commitment. Take these steps to grow your assets:

**1. Paying off debts will strengthen your net worth.** Focus on high-interest-bearing debt first; pay more than your minimum payment to speed up the process.

**2. Contribute as much as possible to your retirement accounts.** Many employers have matching programs that you should maximize. As your accounts grow in value, so does your net worth.

**3. Build an emergency cash fund.** Money set aside for emergencies will increase and protect your net worth. And you can avoid using a credit card and adding debt.

**4. Keep cash for savings and emergency funds in interest-bearing accounts.** Only hold what is necessary for monthly expenses in your non-interest-bearing accounts. Move all other funds to a savings account that earns interest. Compound interest is your friend.

**5. Track your spending.** Knowing where you spend money can help you control overspending. And the less you spend, the greater your net worth.



# Food Waste No More

By Cara Rosenbloom, RD

eating smart

**Ready for a shocking statistic?** It's estimated that between 30% to 40% of the U.S. food supply is wasted — that's more than \$240 billion worth of food. About a third of this food waste could be rescued and sent to communities in need.

**While this problem includes waste at the farm, factory, restaurant and grocery level,** there's also plenty of food wasted in homes across North America. The average family wastes \$1,866 worth of food each year.

**Here are some tips to help you waste less food at home.**

- **Plan ahead:** Organize the week's meals and shop with a grocery list of what you need.
- **Keep track:** Watch how much you toss each week and adjust your shopping habits as needed.
- **Stay organized:** Keep similar foods together so you can take a quick inventory of what you need before you shop.
- **Use leftovers:** Plan your next meal around leftovers so they don't end up in the trash.
- **Rely on the freezer:** Frozen food stays fresh longer. Store bread, meat, poultry, fish and certain vegetables and fruits in the freezer.
- **Learn about best if used by dates:** Don't toss food based on the date stamp. It indicates when the nutritional value starts to decrease, not when the product expires.
- **Strategize with freshness:** Eat foods based on how quickly they spoil. Enjoy berries and leafy greens first, and store harder apples and carrots until the end of the week.
- **Give foods a second chance:** Don't toss bruised or day-old foods. Make bread into croutons, and freeze ripe fruit for baking, oatmeal or smoothies.
- **Compost:** Peels from fruits and vegetables can be composted and used for personal gardening.

These simple tips can help you save money and reduce waste.



## Summer Salad with Blueberries

EASY recipe

6 cups baby spinach  
2 cups chopped red/purple cabbage  
2 cups blueberries or other berries  
¼ cup + 1 tbsp feta cheese, crumbled  
2 tbsp apple cider vinegar  
2 tbsp extra-virgin olive oil  
1 tbsp chopped shallot

In a large serving bowl, combine spinach, cabbage and blueberries. **Using** a blender or small food processor, blend together ¼ cup feta, vinegar, oil and shallot. **Pour** dressing over salad and toss to coat. **Serve** topped with 1 tbsp crumbled feta.

**Makes 4 servings. Per serving:** 152 calories | 4g protein | 9g total fat | 2g saturated fat | 6g mono fat | 1g poly fat | 16g carbohydrate | 9g sugar | 4g fiber | 159mg sodium



## Stay in Touch

Keep those questions and suggestions coming!

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## EXPERT advice — Elizabeth Smoots, MD

### Q: What is juvenile arthritis?

**A:** Juvenile arthritis, also known as pediatric rheumatic disease, is the medical

term for many different inflammatory and rheumatic conditions that affect children age 15 years or younger. Most of these conditions are autoimmune. This means the body's immune system acts in abnormal ways to attack and damage healthy cells in the body.

**Juvenile arthritis may cause a variety of symptoms.** Common ones include joint swelling, redness, pain and tenderness. Sometimes juvenile arthritis can affect the skin, eyes or internal organs without any joint symptoms. The cause usually involves environmental factors and heredity.

**Tests and a physical exam** can help a primary care provider or rheumatologist diagnose juvenile arthritis. There is no cure. But early diagnosis and treatment can decrease symptoms and minimize disease activity. It can also help avoid joint and organ damage and prevent progression of juvenile arthritis.



## Take the Sting Out of Outdoor Work

**If you work outdoors, chances are you will encounter a stinging insect.** While insect stings can hurt, sometimes they can also cause severe reactions. Be prepared and protect yourself with these tips:

**Wear** clean, light-colored, smooth clothing. Long sleeves and long pants are strongly suggested.

**Tuck** pants into socks or boots.

**Avoid** wearing cologne, perfume, scented lotions or scented deodorants.

**Look** over your work area before you start for hives and ant mounds.

**Stay** away from flowering plants, if possible.

**Keep** your work area clean. Clean up especially after lunch as insects are attracted to discarded food.



**Carry** an epinephrine auto-injector and wear a medical ID bracelet stating your allergy if you have severe allergic reactions to insect stings.

**Take** care when lifting things off the ground. You could be disturbing ground bees or ant mounds. **Caution:** Never disturb ant mounds (especially in a fire ant-infested area).

**Seek** immediate medical attention if a sting causes severe chest pain, nausea, profuse sweating, breathlessness, serious swelling or slurred speech.

### Smartphone tendonitis is linked to excessive time typing, scrolling and tapping, especially with thumbs.

Symptoms include pain, swelling and sometimes limited use of the hand or wrist. Irritation and swelling of the thumb's flexor tendon can cause trigger thumb, a painful locking of the thumb. If you have swelling, stiffness or pain in your hand, wrist or thumb, talk to your health care provider. Tendonitis can often be treated with rest, ice and anti-inflammatories, as well as a wrist brace, if necessary.





# Exhibit 6

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**Patricia Moore***First Vice President**Client Executive & Benefits Consultant*

Pat will work with the City to review the established goals of the Employee Benefits program and design solutions and strategies to achieve those objectives. She has significant experience whether it is in the area of plan design, funding or carrier consolidation/replacement.

Pat has over 25 years of group insurance experience specializing in large employers. Prior to joining Alliant, Pat was the Market President for Humana in six western states. She is recognized in the industry as a subject matter expert in Self-Funding/Short Term Disability and Voluntary Benefits.

Pat is a member of LAAHU where she was named Woman of the Year in 2010. She is active in many industry organizations including SHRM and the National Human Resources Association. She is past president of Employee Benefits Planning Association. Patricia joined Alliant in 2010.

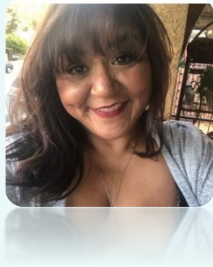
**Kim Hauk***Vice President Account Executive*

As Account Executive, Kim is responsible for collaborating with the Consultant on the development and execution of client centered strategies. Kim directs a multi-disciplined service team requesting assistance from specialty resources, such as a Compliance, Communications or Health & Productivity Consultant, when necessary.

Kim has the ultimate responsibility of establishing a multi-year strategic plan for clients, which includes maintaining/driving a client calendar, ensuring compliance of the benefit plan, managing financials, negotiations, presenting renewals and suggested alternatives to Executives, Boards or Committees, as well as strategically guiding clients through the decision making process. Kim will also maintain ownership of all client deliverables as well as lead the service team in the implementation and execution of a strategic plan, renewal or marketing. In addition, she manages vendor relationships, implementations, and open enrollment.

Kim brings with her over 28 years of employee benefits experience to our team. Prior to joining Alliant, Kim was with Carpenters Southwest Administrative Corporation as Administrator for a health and pension trust for over 40,000 employees and also worked as an Account Executive for a third party administrator. Kim has significant experience working with unions and the collectively bargained environment and is well versed in compliance with employee benefit related legislation. Kim is a certified Group Benefits Associate.



**Bridgette Rodriguez***Account Associate*

As Account Associate, Bridgette is responsible for supporting the service team with the administration and servicing of clients. Bridgette assists with planning health fairs, coordinating open enrollment and conducting meetings, supporting implementations, developing benefit communication pieces, as well as reviewing plan documents and summaries to identify errors and ensure appropriate corrections as made.

Bridgette is the day-to-day contact for clients responding to any inquiries. Bridgette assists in investigating any service, billing, or claims issues and facilitates claims resolution with client, employees, and carriers. In addition, Bridgette meets with clients to discuss administration and billing procedures.

Bridgette has been in the Benefits industry since 2005 and with Alliant since 2017.

**Theresa Vu***Benefits Analyst*

As Benefits Analyst, Theresa Vu is responsible for assisting the Account Executive in processing renewals, conducting and analyzing marketing, preparing financial summaries and providing general technical support. She will work with the team in selecting markets for solicitation. She is responsible for performing a thorough analysis of market proposals for verification of benefits, premiums and competitiveness. Responsibilities include analysis of technical data, review and negotiations, as well as strategic planning for benefit plan changes. She also has responsibility in assessing each carrier's underwriting philosophy and determining the appropriateness for Alliant clients.

Theresa has been in the Benefits industry since 2014 and with Alliant since 2017. She graduated from the University of California, Irvine with a Bachelor's degree in Business Economics. Her previous work experience includes Farmers Insurance.



**Scott McClave, CSFS**  
*Underwriting Consultant*

As head of underwriting, Scott provides underwriting, forecasting and risk analysis services to all group insurance plans. He currently consults to a number of large clients and pooled risk programs, underwriting and managing risk for over \$1 billion in health claims liability. Additionally, Scott serves as senior benefits analyst, providing services and analysis regarding strategic plan design and benefit program structure.

Scott has over 15 years of group insurance experience and began his career at Texas Instruments as a financial analyst, then moving to CIGNA HealthCare as an underwriter and unit manager. During this time, he worked as lead underwriter on new product launches as well as redesigning and creating a number of pricing models. Scott brings excellent analytical skills and financial forecasting to our team. He has a firm understanding of managed care, pricing models, pharmacy carve-outs, alternate funding and risk structures, risk hedging techniques and trends in the health and welfare markets.

Scott is currently pursuing associate-level membership to the Society of Actuaries. He participates in industry-leading organization events such as SIIA and LOMA and is a Certified Self-Funded Specialist (CSFS). He holds Bachelor's degrees in Finance, International Business and German. Scott has been in the industry since 2002.



**Niti Thai***Health and Productivity Consultant*

Niti is responsible for researching, developing and recommending strategies and initiatives that would best enhance clients' health and productivity. She works closely with the service team in assisting their clients in the design, development and delivery of the most appropriate health and productivity initiatives and programs. She assists clients in identifying opportunities and then strategizing solutions for improved health and productivity within the workforce. She works to utilize Alliant's current wellness resources, as well as help expand the tools and resources necessary to support the Alliant client. She keeps abreast of industry best practices, vendor technology and program communications.

Niti has over 10 years of experience in the corporate wellness field. She is experienced in a range of wellness programs as she has worked both for direct clients, vendors as well as brokers. Prior to joining Alliant Insurance Services, Inc., she worked at Johnson & Johnson, Northrop Grumman and other insurance brokerage firms in the orange county area.

Niti has a Bachelor's degree in Kinesiology: Exercise Science from California State University, San Bernardino and a Master's Degree in Health Promotion from California University of Pennsylvania. Currently she is pursuing her PhD in Public Health with a concentration on childhood obesity. Niti has been with Alliant since 2017.

**Kristine Blanco, J.D.***Senior Vice President, Director of Compliance & EB Counsel*

Kristine K. Blanco is an attorney and the Director of Compliance for Alliant Insurance Services Employee Benefits practice. Kristine is a graduate of the University of Arizona, College of Law and has been working in employer health and welfare plan compliance since 2006. She is experienced in a broad range of employee benefits topics, including HIPAA, ERISA, COBRA, and the ACA. Kristine previously practiced law at a national, management-side labor and employment law firm.

While in private practice, Kristine provided counsel to a broad range of clients and represented them before governmental agencies and in state and federal courts. She regularly advised clients on integrating state and federal leaves of absence, workplace discrimination and harassment laws, and on disability protections and accommodations. Kristine is a frequent speaker on a range of employee benefits topics, most recently focused on health care reform implementation. Kristine joined Alliant in 2014.



**Debbie Rey**

*Communications Specialist*

As Communications Specialist, Debbie will work with the City in crafting and executing a strategy for all your communication campaigns.

Debbie began her career with Alliant as an Account Associate and as such became very familiar with the types of communications that make the most impact with employees/retirees as it relates to recruitment, new hire onboarding, open enrollment, and year round communications. Debbie's extensive knowledge of Alliant's communication systems will ensure you have materials to match your company's brand and culture.

She has her Bachelor's Degree in Communications from California State University, Fullerton. Debbie has been with Alliant since 2017.



EXHIBIT B  
SCHEDULE

## Section IV – Fees and Costs

**Although an important aspect of consideration, the financial cost estimate will not be the sole justification for consideration. Negotiations may or may not be conducted with the proposer; therefore, the proposal submitted should contain the proposer’s most favorable terms and conditions, since selection and award may be made without discussion with any firm. All prices should reflect “not to exceed” amounts per item.**

Broker-Consultant fees are mutually agreed upon with our clients. We are open to discussion about a mutually acceptable fee arrangement with the City. For the Scope of Services described in this RFP and listed below, Alliant proposes **\$74,000** annually billed to the city on a monthly basis. Services include, but are not limited to:

Services	Proposed Fee
Strategic Planning	Included
Pre-renewal meeting (strategy, market update, compliance, etc.)	Included
Renewal Negotiation, Analysis and Recommendations	Included
Procurement of Alternative Cost Saving Initiatives and Options	Included
Utilization Review and Trend analysis	Included
Access to Alliant Purchasing Programs	Included
Legislative Compliance Support and Contract Review	Included
Health Care Reform Compliance & Consulting	Included
Contract Review	Included
Administration and Implementation Support	Included
Benchmarking	Included
Employer Advocacy and Problem Resolution	Included
Employee HealthCare Advocacy Services	Included
Open Enrollment Coordination and Support	Included
Employee Communication Development (Brochures, Notices, Retiree and New-hire Communications)	Included
MyBenefits.Life™ Mobile Application	Included
Employee Surveys	Included
Wellness Program Consulting, Analysis and Recommendations	Included
ThinkHR	Included

### Service Guarantee

To illustrate our commitment of quality service to the City, Alliant is willing to place **10%** of our annual consulting fee at risk. Listed below are the categories of the Service Guarantee:

1. **Execution of Scope of Work (5%)** – Client satisfaction with deliverables in the Scope of Work.
2. **Service and Support (5%)** - Service and support of client with decision making tools, attendance at meetings, and assistance for any

implementation of new benefits, products and transition of carriers.

At any time, the City can invoke the terms of the guarantee. All categories are based solely on client satisfaction level.

### Transparency and Disclosure

All compensation Alliant receives is fully disclosed and transparent.

Alliant is not currently accepting any contingency or override compensation for the City's coverages. Any amounts paid in error this past year have been returned to the carriers.

As an independent consultant, Alliant provides our clients with the choice of joint purchasing solutions as well as options available in the marketplace. Alliant has a separate division within the firm, Alliant Underwriting Services (AUS) that provides Consulting, Underwriting and Program Management Services to a number of Joint Powers Authorities (JPA) and Joint Purchasing Pools throughout the country; this division is separate from Alliant's Brokerage and Consulting division. AUS receives compensation from carriers for services provided to support the operations and administration of a JPA and/or purchasing pool and is a cost included in the premium. Alliant will disclose any AUS fees associated with a joint purchasing program presented to the City. **This does not apply to the City of Vernon since they are not participating in any JPA's managed by Alliant Underwriting Services.**

Alliant may receive compensation on voluntary employee paid insurance policies (example: vested individual insurance policies). This compensation would be in addition to the annual fee paid by the City.

### Additional Services

Alliant is able to assist the City in evaluating vendors who provide the additional services listed below. Our annual consulting fee includes needs assessment, analysis, negotiations, evaluation and implementation. Vendor fees are separate and will be billed directly to the City.

Vendor Services
Online Benefits Eligibility & Enrollment Administration System
Consolidated Billing
COBRA and FSA Administration
Retiree Billing
Payroll/HRIS System Integration
Third Party Wellness Solutions

Alliant is not affiliated with, nor do we own, any vendors who provide these services. Our philosophy is to assist our clients in evaluating "Best in Class" third party administrators, HRIS, online enrollment, benefits statement, claims audit and third party wellness programs.

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-780-2021

Submitted by: Jessica Alcaraz

Submitting Department: Finance/Treasury

Meeting Date: September 21, 2021

## **SUBJECT**

Application for Funding and Agreement of Community Development Block Grant Program - Coronavirus Response Round 2 and 3 (CDBG-CV2 and CV3) Allocation

## **Recommendation:**

Adopt Resolution No. 2021-31 approving an application for funding and the execution of a grant agreement and any amendments thereto from the 2020 Community Development Block Grant Program - Coronavirus Response Round 2 and 3 notice of funds available dated December 18, 2020 to cover most of costs incurred in the AltaMed Services for COVID-19 Screening and Testing Grant.

## **Background:**

The 2020 CDBG-CV2 and CV3 Notice of Funds Availability is a result of funding authorized by the Coronavirus Aid Relief and Economic Aid, Relief and Economic Security (CARES) Act, providing the City as a local non-entitlement jurisdiction with an allocation of \$247,979 to aid in off-setting costs for activities related to COVID-19 specifically targeted to prevent, prepare for, and respond to coronavirus. Early in the pandemic, the City partnered with AltaMed to promptly mobilize an effective response to coronavirus and support its residents, businesses, and the greater community members in the Southeast Los Angeles Area that AltaMed serves.

The grants given to AltaMed in the amount of \$250,000 were used to help fund various outdoor assessment centers focused on COVID-19 screening and testing services available to residents and workers in Vernon and the surrounding Southeast Los Angeles Area. AltaMed's main focus was to leverage testing to identify the sick and to provide targeted care to the most vulnerable populations. With a goal to flatten the COVID-19 curve by ensuring necessary medical care was accessible to individuals in the local and surrounding communities, AltaMed offered an invaluable service during the peak of the pandemic.

The proposed resolution approves use of program funds for the AltaMed Services for COVID-19 Screening/Testing Grant in an amount not to exceed \$247,979, and giving authorization for the Director of Finance to sign all pertinent applications, agreements and documents, and submit funds request on behalf of the City.

## **Fiscal Impact:**

There is no fiscal impact associated with the adoption of the resolution as the funds are budgeted in FY 2021-22 with the anticipation of the receipt of the CDBG-CV and CV3 allocation.

## **Attachments:**

1. [Resolution No. 2021-31](#)
2. [CDBG-CV2 and CV3 Allocations](#)
3. [CDBG-CV2 and CV3 Application](#)



## RESOLUTION NO. 2021-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM - CORONAVIRUS RESPONSE ROUND 2 AND 3 (CDBG-CV2 and CV3) NOTICE OF FUNDS AVAILABLE DATED DECEMBER 18, 2020 TO COVER COSTS INCURRED IN THE ALTAMED SERVICES FOR COVID-19 SCREENING AND TESTING GRANT

### SECTION 1. Recitals.

A. The 2020 CDBG-CV2 and CV3 Notice of Funds Availability (NOFA) is a result of funding authorized by the Coronavirus Aid Relief and Economic Aid, Relief and Economic Security (CARES) Act providing the City of Vernon as a local non-entitlement jurisdiction with an allocation of \$247,979 to aid in off-setting activities related to COVID-19 specifically targeted to prevent, prepare for, and respond to coronavirus.

B. The City Council of the City of Vernon desires to approve the use of program funds for AltaMed Services for COVID-19 Screening/Testing Grant in an amount not to exceed \$247,979.

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 has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of \$247,979.00 for the following CDBG-CV2 and CV3 activities pursuant to the December 2020 CDBG-CV2/3 NOFA:

AltaMed Services for COVID-19 Screening/Testing Grant \$247,979.

SECTION 3. The City Council of the City of Vernon hereby approves the use of Program Income in an amount not to exceed \$247,979 for the CDBG-CV2 and CV3 activities described in Section 1.

SECTION 4. The City Council of the City of Vernon hereby acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 5. The City Council of the City of Vernon hereby authorizes and directs the Director of Finance, or designee to execute and deliver all applications and act on the City of Vernon's behalf in all matters pertaining to all such applications.

SECTION 6. If an application is approved, the Director of Finance, or designee, is authorized to enter into, execute and deliver the grant agreement and any and all subsequent amendments thereto with the State of California for the purpose of the grant.

SECTION 7. If the application is approved, the Director Finance, or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the state of California from time to time in connection with the grant.

SECTION 8. 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 21<sup>st</sup> day of September, 2021.

\_\_\_\_\_  
MELISSA YBARRA, Mayor

ATTEST:

\_\_\_\_\_  
LISA POPE, City Clerk  
(seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
ZAYNAH N. MOUSSA,  
Interim City Attorney

Column1	Column2	Column3	Column4	Column5	Column6	Column7
CDBG-CV2 and 3 Allocations and LMA%						
	CV1 Revision	CV2	CV3	TOTAL		
Total Award	\$19,331,744	\$113,263,490	\$18,031,478	\$150,626,712		
Entitlement	\$0	\$50,968,571	\$0	\$50,968,571		
State Operations	\$1,353,222	\$7,928,444	\$1,262,203	\$10,543,870		
Local Assistance	\$17,978,522	\$54,366,475	\$16,769,275	\$89,114,272		
Requested	\$10,277,779	\$0	\$0	\$10,306,638		
Remaining	\$7,700,743	\$54,366,475	\$16,769,275	\$78,807,634		
				\$0		
Colonias Set Aside	\$898,926	\$2,718,324	\$838,464	\$4,455,714		
Federal Tribes Set-Aside	\$0	\$2,718,324	\$0	\$2,718,324		
Non-Federal Tribes	\$224,732	\$679,581	\$209,616	\$1,113,928		
Total for Allocation		\$48,250,247	\$15,721,195	\$63,971,442		
Jurisdiciton	CV1 Rmdr	CV2	CV3	Total	UGLG LMI	Housing Element
Alpine County	\$51,221	\$156,142	\$50,875	\$258,237	39.8%	Currently Ineligible
Alturas	\$0	\$182,071	\$59,323	\$241,394	48.5%	Eligible
Amador City	\$49,553	\$151,057	\$49,218	\$249,829	46.7%	Currently Ineligible
Amador County	\$101,255	\$308,667	\$100,572	\$510,494	38.8%	Eligible
American Canyon	\$88,580	\$270,027	\$87,982	\$446,589	33.8%	Eligible
Anderson	\$0	\$238,505	\$77,711	\$316,216	61.2%	Eligible
Angels	\$0	\$186,647	\$60,814	\$247,461	43.9%	Eligible
Arcata	\$0	\$405,266	\$132,046	\$537,313	67.5%	Eligible
Artesia	\$0	\$312,226	\$101,731	\$413,957	54.0%	Eligible
Arvin	\$104,591	\$318,835	\$103,885	\$527,311	66.8%	Eligible
Atwater	\$119,434	\$364,084	\$118,628	\$602,147	49.8%	Eligible
Auburn	\$90,414	\$275,620	\$89,804	\$455,838	43.2%	Eligible
Avenal	\$65,492	\$240,539	\$78,374	\$384,405	74.2%	Eligible
Benicia	\$106,759	\$325,445	\$106,038	\$538,242	23.6%	Eligible
Biggs	\$53,222	\$162,243	\$52,863	\$268,327	58.1%	Eligible
Bishop	\$17,834	\$192,239	\$62,637	\$272,710	49.7%	Eligible
Blue Lake	\$51,387	\$156,650	\$51,041	\$259,078	39.7%	Currently Ineligible
Brawley	\$0	\$347,815	\$113,327	\$461,142	52.2%	Eligible
Butte County	\$0	\$768,276	\$250,325	\$1,018,601	46.0%	Eligible
Calaveras County	\$155,959	\$475,428	\$154,907	\$786,294	41.6%	Eligible
Calexico	\$0	\$469,327	\$152,919	\$622,246	51.7%	Eligible
Calimesa	\$66,898	\$203,933	\$66,447	\$337,278	38.2%	Eligible
Calipatria	\$0	\$176,987	\$57,667	\$234,654	57.6%	Eligible
Calistoga	\$64,230	\$195,798	\$63,796	\$323,824	54.2%	Eligible
Capitola	\$0	\$241,556	\$78,705	\$320,261	52.8%	Eligible
Carmel-by-the-Sea	\$61,728	\$188,172	\$61,311	\$311,211	28.5%	Eligible
Chowchilla	\$0	\$253,758	\$82,681	\$336,439	61.5%	Eligible
Clearlake	\$0	\$335,613	\$109,351	\$444,964	71.2%	Eligible
Coalinga	\$0	\$236,980	\$77,214	\$314,194	40.6%	Eligible
Colfax	\$0	\$165,293	\$53,857	\$219,150	56.8%	Eligible
Colusa	\$0	\$197,323	\$64,293	\$261,617	47.7%	Eligible
Colusa County	\$62,895	\$191,731	\$62,471	\$317,097	38.9%	Eligible
Corcoran	\$0	\$261,892	\$85,331	\$347,224	67.2%	Eligible
Corning	\$0	\$212,576	\$69,263	\$281,839	66.5%	Eligible
Crescent City	\$0	\$185,630	\$60,483	\$246,113	62.7%	Eligible
Del Norte County	\$0	\$323,919	\$105,541	\$429,461	45.6%	Eligible
Dinuba	\$0	\$341,206	\$111,174	\$452,379	60.8%	Eligible
Dixon	\$0	\$265,451	\$86,491	\$351,942	39.0%	Eligible
Dorris	\$0	\$152,583	\$49,715	\$202,298	72.6%	Eligible
Dos Palos	\$62,395	\$190,206	\$61,974	\$314,574	65.4%	Currently Ineligible
Dunsmuir	\$0	\$165,293	\$53,857	\$219,150	62.6%	Eligible
El Dorado County	\$362,934	\$1,106,374	\$360,486	\$1,829,794	34.7%	Eligible
Etna	\$0	\$154,108	\$50,212	\$204,320	68.6%	Eligible
Eureka	\$0	\$431,704	\$140,660	\$572,364	50.5%	Eligible
Exeter	\$0	\$224,778	\$73,239	\$298,016	55.0%	Eligible

Farmersville	\$0	\$225,795	\$73,570	\$299,365	59.2% Eligible
Ferndale	\$53,556	\$163,259	\$53,194	\$270,009	34.7% Eligible
Firebaugh	\$55,245	\$219,185	\$71,416	\$345,847	61.0% Eligible
Fort Bragg	\$0	\$245,623	\$80,030	\$325,653	52.7% Eligible
Fort Jones	\$0	\$158,684	\$51,703	\$210,387	48.0% Eligible
Fortuna	\$81,908	\$249,690	\$81,356	\$412,954	49.5% Eligible
Fowler	\$61,061	\$186,138	\$60,649	\$307,848	49.8% Eligible
Glenn County	\$0	\$245,623	\$80,030	\$325,653	48.1% Eligible
Grass Valley	\$102,256	\$311,717	\$101,566	\$515,539	65.3% Eligible
Greenfield	\$105,591	\$321,886	\$104,879	\$532,356	64.8% Eligible
Gridley	\$69,733	\$212,576	\$69,263	\$351,572	45.8% Eligible
Grover Beach	\$0	\$278,670	\$90,798	\$369,468	53.6% Eligible
Guadalupe	\$0	\$232,404	\$75,723	\$308,128	69.0% Eligible
Gustine	\$55,390	\$168,852	\$55,016	\$279,259	46.4% Eligible
Hidden Hills	\$53,722	\$163,768	\$53,360	\$270,850	18.3% Eligible
Hollister	\$0	\$414,926	\$135,194	\$550,120	45.6% Eligible
Holtville	\$62,228	\$189,697	\$61,808	\$313,734	59.5% Eligible
Humboldt County	\$52,383	\$793,697	\$258,607	\$1,104,688	46.6% Eligible
Huron	\$0	\$228,845	\$74,564	\$303,409	70.7% Eligible
Imperial	\$0	\$210,034	\$68,435	\$278,468	20.9% Eligible
Imperial County	\$0	\$400,182	\$130,390	\$530,572	48.5% Eligible
Indian Wells	\$66,898	\$203,933	\$66,447	\$337,278	23.1% Eligible
Industry	\$49,353	\$150,447	\$49,020	\$248,820	65.9% Eligible
Inyo County	\$0	\$238,505	\$77,711	\$316,216	41.4% Eligible
Ione	\$0	\$172,919	\$56,342	\$229,261	38.8% Eligible
Jackson	\$0	\$200,882	\$65,453	\$266,335	49.7% Eligible
King City	\$0	\$308,667	\$100,572	\$409,239	68.4% Eligible
Kings County	\$0	\$376,286	\$122,604	\$498,890	46.9% Eligible
Lake County	\$0	\$556,775	\$181,412	\$738,186	51.4% Eligible
Lakeport	\$0	\$182,071	\$59,323	\$241,394	41.5% Eligible
Lassen County	\$76,905	\$234,438	\$76,386	\$387,729	38.5% Eligible
Lemoore	\$109,594	\$334,088	\$108,855	\$552,536	41.1% Eligible
Lincoln	\$153,457	\$467,802	\$152,422	\$773,681	33.3% Eligible
Lindsay	\$88,413	\$269,519	\$87,816	\$445,748	67.2% Eligible
Live Oak	\$67,565	\$205,966	\$67,109	\$340,641	55.2% Eligible
Livingston	\$0	\$250,199	\$81,521	\$331,720	41.0% Eligible
Loomis	\$61,561	\$187,663	\$61,146	\$310,370	24.6% Eligible
Los Banos	\$142,116	\$433,229	\$141,157	\$716,503	52.6% Eligible
Loyalton	\$50,887	\$155,125	\$50,544	\$256,555	55.8% Currently Ineligible
Madera County	\$206,994	\$631,004	\$205,597	\$1,043,595	47.9% Eligible
Mammoth Lakes	\$0	\$187,663	\$61,146	\$248,809	53.3% Eligible
Maricopa	\$50,220	\$153,091	\$49,881	\$253,192	60.7% Currently Ineligible
Marina	\$118,934	\$362,559	\$118,131	\$599,624	46.3% Eligible
Mariposa County	\$0	\$295,448	\$96,265	\$391,713	38.3% Eligible
Marysville	\$83,243	\$253,758	\$82,681	\$419,681	56.4% Eligible
McFarland	\$0	\$259,350	\$84,503	\$343,853	75.0% Eligible
Mendocino County	\$0	\$806,408	\$262,749	\$1,069,156	45.9% Eligible
Merced County	\$0	\$716,418	\$233,428	\$949,845	51.5% Eligible
Modoc County	\$57,558	\$175,461	\$57,170	\$290,190	48.5% Eligible
Mono County	\$0	\$176,987	\$57,667	\$234,654	50.3% Eligible
Montague	\$0	\$157,667	\$51,372	\$209,039	43.3% Eligible
Mount Shasta	\$0	\$206,475	\$67,275	\$273,750	45.9% Eligible
Napa County	\$0	\$329,512	\$107,364	\$436,876	41.8% Eligible
Nevada City	\$59,393	\$181,054	\$58,992	\$299,439	48.0% Eligible
Nevada County	\$0	\$705,741	\$229,949	\$935,690	39.3% Eligible
Orange Cove	\$76,405	\$232,913	\$75,889	\$385,206	75.5% Eligible
Orland	\$0	\$212,576	\$69,263	\$281,839	55.3% Eligible
Oroville	\$0	\$315,276	\$102,725	\$418,002	55.2% Eligible
Pacific Grove	\$89,580	\$273,078	\$88,976	\$451,634	23.9% Eligible
Palos Verdes Estates	\$72,902	\$222,236	\$72,410	\$367,548	15.3% Eligible
Parlier	\$0	\$307,142	\$100,075	\$407,216	71.5% Eligible

Pismo Beach	\$75,070	\$228,845	\$74,564	\$378,479	43.1% Eligible
Placer County	\$0	\$1,048,923	\$341,767	\$1,390,689	31.5% Eligible
Placerville	\$83,576	\$254,775	\$83,012	\$421,363	55.9% Eligible
Plumas County	\$18,008	\$278,670	\$90,798	\$387,477	41.1% Eligible
Plymouth	\$0	\$154,616	\$50,378	\$204,994	55.4% Eligible
Point Arena	\$0	\$154,616	\$50,378	\$204,994	53.9% Eligible
Portola	\$56,724	\$172,919	\$56,342	\$285,985	59.3% Eligible
Rancho Mirage	\$129,941	\$396,115	\$129,065	\$655,120	34.3% Eligible
Red Bluff	\$0	\$285,280	\$92,952	\$378,231	58.7% Eligible
Rio Dell	\$0	\$181,562	\$59,158	\$240,720	48.9% Eligible
Rio Vista	\$72,569	\$221,219	\$72,079	\$365,867	43.8% Eligible
Riverbank	\$92,082	\$280,704	\$91,461	\$464,247	35.7% Eligible
San Benito County	\$0	\$278,670	\$90,798	\$369,468	46.0% Eligible
San Joaquin	\$0	\$180,546	\$58,826	\$239,372	76.8% Eligible
San Juan Bautista	\$0	\$174,445	\$56,839	\$231,283	51.6% Eligible
San Juan Capistrano	\$178,641	\$544,573	\$177,436	\$900,650	51.8% Eligible
Sand City	\$50,520	\$154,006	\$50,179	\$254,706	62.9% Eligible
Sanger	\$0	\$355,950	\$115,978	\$471,927	47.1% Eligible
Santa Cruz County	\$427,979	\$1,304,657	\$425,091	\$2,157,727	50.1% Eligible
Scotts Valley	\$78,239	\$238,505	\$77,711	\$394,456	24.6% Eligible
Shasta County	\$0	\$661,000	\$215,371	\$876,371	42.6% Eligible
Shasta Lake	\$0	\$234,946	\$76,552	\$311,498	44.4% Eligible
Sierra County	\$50,887	\$155,125	\$50,544	\$256,555	42.6% Eligible
Siskiyou County	\$0	\$326,970	\$106,535	\$433,505	50.1% Eligible
Solano County	\$96,752	\$294,940	\$96,099	\$487,790	39.4% Eligible
Soledad	\$0	\$278,162	\$90,632	\$368,794	56.5% Eligible
Sonora	\$68,899	\$210,034	\$68,435	\$347,368	54.6% Eligible
South Lake Tahoe	\$0	\$381,371	\$124,261	\$505,631	59.2% Eligible
St. Helena	\$0	\$204,441	\$66,612	\$271,054	36.5% Eligible
Suisun City	\$0	\$355,950	\$115,978	\$471,927	41.3% Eligible
Susanville	\$70,234	\$214,101	\$69,760	\$354,095	42.6% Eligible
Sutter County	\$87,746	\$267,485	\$87,154	\$442,384	40.8% Eligible
Sutter Creek	\$59,226	\$180,546	\$58,826	\$298,598	50.5% Eligible
Taft	\$68,232	\$208,000	\$67,772	\$344,004	45.4% Eligible
Tehama	\$0	\$150,447	\$49,020	\$199,467	47.6% Eligible
Tehama County	\$0	\$429,772	\$140,031	\$569,803	47.2% Eligible
Trinidad	\$49,720	\$151,566	\$49,384	\$250,670	27.3% Eligible
Trinity County	\$0	\$279,687	\$91,129	\$370,816	48.7% Eligible
Truckee	\$0	\$240,539	\$78,374	\$318,913	27.7% Eligible
Tulare County	\$0	\$1,345,330	\$438,344	\$1,783,674	53.6% Eligible
Tulelake	\$0	\$157,158	\$51,206	\$208,365	63.5% Eligible
Tuolumne County	\$0	\$557,791	\$181,743	\$739,534	38.1% Eligible
Ukiah	\$0	\$298,498	\$97,259	\$395,757	49.3% Eligible
Vernon	\$49,186	\$149,939	\$48,854	\$247,979	75.0% Eligible
Wasco	\$102,256	\$311,717	\$101,566	\$515,539	57.0% Eligible
Weed	\$0	\$175,970	\$57,336	\$233,305	65.4% Eligible
Westmorland	\$54,723	\$166,818	\$54,354	\$275,895	77.1% Eligible
Wheatland	\$54,223	\$165,293	\$53,857	\$273,373	30.2% Eligible
Williams	\$60,894	\$185,630	\$60,483	\$307,007	36.5% Eligible
Willits	\$69,567	\$212,068	\$69,097	\$350,731	55.8% Eligible
Willows	\$70,567	\$215,118	\$70,091	\$355,776	44.6% Eligible
Winters	\$0	\$203,933	\$66,447	\$270,379	40.3% Eligible
Woodlake	\$67,732	\$206,475	\$67,275	\$341,482	62.7% Eligible
Yolo County	\$0	\$314,259	\$102,394	\$416,653	50.4% Eligible
Yountville	\$61,061	\$186,138	\$60,649	\$307,848	44.7% Eligible
Yreka	\$0	\$234,438	\$76,386	\$310,824	59.8% Eligible
Yuba County	\$0	\$627,445	\$204,438	\$831,883	45.1% Eligible

## Activity Category

Choose your Activity Category from the list. Eligible activities are defined by 24 CFR §570.482 et. seq. <https://www.law.cornell.edu/cfr/text/24/570.482>

Community Development

## Please select your application type:

Public Services

**Are you looking to start a new program, modify an ongoing program, or add a new type of assistance to an existing program?**

New Type of Assistance

If your activity is a facility project instead of a program, please indicate whether this is a new facility, expansion of an existing facility, or re-purposing of an existing facility.

## Activity (CD)

Choose your specific activity from the list based on HUD Matrix Code. Matrix code definitions can be located at: <https://files.hudexchange.info/resources/documents/Matrix-Code-Definitions.pdf>.

05M - Health Services

## National Objective (CD)

Choose the national objective from the list. Criteria for national objectives can be located at 24 CFR §570.483. <https://www.law.cornell.edu/cfr/text/24/570.483>

(LMA) Low/Mod Area Benefit

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## Section II

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Choose the measure indicator from the list. Measure indicators, along with objectives and outcomes provide an organized and standardized process that HUD uses to measure the outcomes of CDBG programs. Detailed information on performance measurements can be located in HUD's Basically CDBG manual, Chapter 13. <https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-13-Performance->

Measurement.pdf (<https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-13-Performance-Measurement.pdf>)

## Measure Indicator (P)

Persons Assisted

Please indicate the proposed number of beneficiaries of this activity.

LMA - Number of LMI persons in service area that will benefit

LMC - Number of LMI persons that will benefit

LMH - Number of households that will benefit.

LMJ - Number of jobs created/retained.

## Number of Beneficiaries

20,798

## Presumed Benefit Types

**Please check all that apply, if applicable. Presumed Benefit activities should target a specific population. For more information regarding presumed benefit types see 24 CFR §570.483(a)(2).**

**<https://www.law.cornell.edu/cfr/text/24/570.483>**

Elderly Persons, Homeless Person

## Additional Benefit Types

**Check all that apply, if applicable.**

Single Adults

## Upload Service Area Map

Service Area Map.docx

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## Section III

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Enter your legal jurisdiction name and activity title. Example: City of Los Angeles Community Food Bank. You **MUST** follow the required formatting. Applications not including a jurisdiction name will be disqualified.

**Activity Title**

City of Vernon: AltaMed Services for COVID-19 Screening/Testing Grant

**Organization Name**

Enter the legal name of the responsible entity.

City of Vernon

Input the physical address of your organization, please do not use a P.O. Box.

**Street Address**

Enter the primary address for the Applicant.

4305 Santa Fe Ave

**Suite/Office #:**

Add the address of where the activity will take place. This does not have to be a validated USPS address. (i.e. The corner of 1st Ave and A Street)

**City:**

Vernon

**State**

US-CA

**Zip Code:**

90058

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**Section IV**

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## Activity Information

Add the address of where the activity will take place. If this is the same as the organizational address, re-enter the organization address. If it is a general area (example: a stretch of street or an unregistered address) please get as close as possible to the actual activity location and indicate the accurate location information in the activity description.

**Street Address:**

2040 Camfield Avenue

**Suite/Office #:****City:**

Los Angeles

**State**

US-CA

**Zip Code:**

90040

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## Statement of Need and Proposed Outcome

The Statement of Need presents facts and evidence to support the need for your activity. An effective need statement will describe the target populations to be served, define the community problem to be addressed, is related to the purposes and goals of your organization, includes quantitative and qualitative documentation and supporting information, does not make any unsupported assumptions, and describes the situation in terms that are factual. An effective Statement of Needs will describe the relationship between the needs and COVID-19 impacts in your communities. DO NOT COPY and PASTE prior narratives.

**Statement of Need and Proposed Outcome Narrative:**

The grants given to AltaMed were used to provide funding for various outdoor assessment centers focused on COVID-19 screening and or testing services available to all those who live and work in the City of Vernon and the surrounding Southeast Los Angeles Area cities. AltaMed's main focus on testing is to identify the sick as well as to provide targeted care to the most vulnerable populations and flatten the curve by providing necessary medical care that is accessible to our local community members, individuals working in the City of Vernon and residents of the Southeast Los Angeles Area.

The Activity Description is a narrative that needs to include: how this activity relates to COVID-19 impacts, how this activity will help with flattening the curve of the pandemic, and/or how it will help in the response to the pandemic. This narrative is different than your statement of need narrative, and will focus on the implementation and results of your proposed activity.

The narrative must also include: a detailed description of the activity, why it is needed, who will benefit, activity location, how will the activity will be implemented, and when it will be complete.

## **Activity Description**

Providing the grants to AltaMed helped with their operational costs to provide COVID-19 response for the communities they serve in Southeast Los Angeles Area which is disproportionately impacted and are at high risk of COVID-19 infection. This activity helped flattening the curve by providing community-based testing and evaluation for both AltaMed patients and non-patients in a "drive-through" setting 3 of their 9 sites located in Southeast Los Angeles serving the City of Vernon residents, individuals working in the City of Vernon and neighboring community members.

## **Upload your guidelines / strategic plan / operations plan / implementation strategy**

Provide a detailed narrative describing the steps to be taken to complete the activity (i.e.: Task 1- create marketing plan; Task 2- hold a town hall meeting; Task 3- analyze feedback... etc.). This task narrative should indicate your knowledge of the steps and actions necessary to complete your activity. Narrative should include all actions taken to reach readiness through actions necessary for closeout.

The narrative must include the deliverables that will be completed as part of this activity in relationship to the task descriptions (i.e.: Deliverable 1- marketing plan; Deliverable 2- town hall meeting minutes... etc.). This deliverable narrative should indicate your direct knowledge of the documentation necessary to monitor and evaluate activity compliance. These documents should be part of your project file and will be reviewed as part of your onsite monitoring.

In completing the Tasks and Deliverables narratives, the applicant should demonstrate a knowledge of the specific steps needed to achieve the desired outcome.

## **Detailed Scope of Work - Task and Deliverables Narrative**

With the state of emergency and COVID-19 numbers rising, when AltaMed reached out on March 25, 2020 with the need of funds during this unprecedented community health crisis our City agreed to provide funding on March 28, 2020 and provided the max amount under the city administrator's discretion of \$50,000 and a check was issued. As the COVID-19 numbers continued to climb, we entered in an agreement with AltaMed and provided an additional \$75,000 by drawing up and agreement with our legal team and taking it to council for approval on April 7, 2020. As the outbreak continued to threaten our local community and surrounding Southeast Los Angeles region it was decided to amend the contract and provide an additional \$125,000 by taking it to council on May 19, 2020 for approval. The continued to support of Alta-Med's screening efforts was critical to protecting the health and safety of the local community. As noted in AltaMed's final report in the Southeast Los Angeles 3 sites as of July 20, 2020 they were able to complete 20,798 medical assessments serving the City of Vernon residents, neighboring community members and individuals working in the City of Vernon.

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## Section V

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It is a Department priority to ensure all eligible persons receive equitable access to services, and are served with dignity, respect and compassion regardless of circumstance, ability or identity. This includes marginalized populations, including but not limited to, Black, Native and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color, immigrants, people with criminal records, people with disabilities, people with mental health and substance use vulnerabilities, people with limited English proficiency, people who identify as transgender, people who identify as LGBTQ+, and other individuals that may not traditionally access mainstream support. The following list of questions highlight items that you as the Grantee might be doing to address racial equity. If you have not started to address racial equity in your housing and community development projects and programs, this is an opportunity to describe your plans for how this funding will reduce disparities and increase racial equity in your communities. Answers in this section will not serve to qualify or disqualify applicants but rather will serve as a baseline measure of the current state of each applicant's disparities, efforts and outcomes.

**Has your jurisdiction completed an analysis of racial disparities in its programs that address housing insecurity, homelessness and economic insecurity?**

No

**How will you capture and analyze data to determine if you have disproportionate outcomes in your CDBG-CV funded project or program for people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color who have been historically marginalized and are disproportionately impacted by housing segregation, poverty, homelessness, and COVID-19?**

AltaMed tracked the the ethnicity, age and gender of those members that were served in the Southeast Los Angeles testing centers and provided those numbers in their report. This report was uploaded in the site control section. Of the 20,798 people served 12,738 where Latinx, 783 were Asian and 165 were Black.

**How will you respond to identified disparities and use this funding to work toward racial equity in your CDBG-CV funded project or program?**

AltaMed provides care in communities that traditionally bear the burdens of health disparities and have been disproportionately impacted by COVID-19, so by providing funding it helped AltaMed to provide safe, outdoor evaluation/ community testing sites in the Southeast Los Angeles area which in effect provides racial equity by providing screening and testing of COVID-19 to Southeast Los Angeles community.

**Does your organization have requirements for all subrecipients to look at data to determine racial disparities in its programs?**

No

**Does your organization have requirements for all subrecipients to put a plan in place to address racial disparities if they exist?**

No

Identify and describe how people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color will access your CDBG-CV funded project or program.

**Do you have Formal partnerships such as MOUs or subrecipient agreements with organizations serving people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color?**

No

**Do you have Informal partnerships with organizations serving people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color?**

No

**Do you have Materials in multiple language and accessible on jurisdiction website?**

Yes

**Please provide a list and links to the materials in multiple languages:**

On our website, there are different forms that available in English and other languages. Below are a few examples:

Community resources:

<http://www.cityofvernon.org/city-news/347-community-resources>

Also our resident newsletter

<http://www.cityofvernon.org/government/public-meetings/vernon-housing-commission/agendas-minutes/405-for-our-residents/vhc-newsletters>

Water discontinuation

<http://www.cityofvernon.org/departments/public-utilities/436-customer-service/discontinuation-of-residential-water-service>

**Do you have Communications campaigns on social media, radio, television or flyers targeted to people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color?**

Yes

**Please provide a narrative and any applicable links for the communications campaigns:**

Any time we have a program in place for example free food distribution, COVID relief grants, COVID vaccinations and or screening it is reported in the council meeting, City website, social media account and sometimes even calling every resident.

**Do you have any 'other' means not listed for people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color accessing your CDBG-CV funded project or program?**

No

How are the voices of people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color and those with lived experience of housing insecurity, homelessness and economic insecurity being centered in a meaningful, sustained way in creating effective approaches to addressing disproportionate outcomes in local projects and programs?

**Does your jurisdiction have an advisory body for community level planning and decision making (e.g. Housing Advisory Committee, Community Planning Advisory Committee)?**

Yes

**Does your advisory body have seats for representatives from culturally specific serving organizations and/ or people in protected classes?**

No

**Does your advisory body have seats for people with lived experience of housing insecurity, homelessness, and/or economic insecurity?**

No

**Do residents of your jurisdiction have access to any type of Boards and Commissions training to increase the political participation and decision-making power of low-income communities and communities of color? (e.g. Boards and Commissions Leadership Institute, Public Boards and Commissions Training)**

No

**Have culturally specific organizations (those addressing the needs of protected classes) have been involved in developing your jurisdiction's COVID-19 response strategy, including plans, programming, and service provision?**

No

**Has your organization taken steps to ensure these funds are accessible to smaller and non-traditional organizations that have historically been serving communities of color but may not have previously participated formally in government grant programs?**

Yes

**Please describe these steps and, if applicable, list what funds been awarded to any smaller or non-traditional organizations that have historically been serving communities of color:**

Our partnership with AltaMed and the grant we gave them to help reach communities who are predominantly underserved, low income communities of color in the Southeast Los Angeles area during this time of crisis and when it was most important for them to have healthcare access care access to flatten the curve and aid the overall national goal to re-opening.

Another example is that we purchased a mobile clinic and collaborated with the City of Commerce, City of Southgate, City of Bell, City of Cudahy and the Southeast Rio Vista YMCA in the City of Maywood to host mobile vaccination clinics. There are underserved communities who have been disproportionately affected by COVID-19 so we do are very best to help and reach them in order to flatten the curve.

**Will your organization use these funds to address the organizational capacity of organizations that are led by Black, Latinx, Asian, Pacific Islander, and Native and Indigenous people?**

No

List your partner organizations that are addressing racial equity in the housing and homelessness response system, the economic development sector and the health care sector and how do you partner with them.

**Organization Name:**

AltaMed

**Partnership Type:**

Grant Agreement

**Number of years in this type of partnership:**

1

**Group(s) Served:**

Black, Latinx, Asian, Pacific Islander, Native American

**Do you have additional partners to list?**

No

**Will your organization or chosen subrecipient be hiring staff for the CDBG-CV funded project or program?**

No

**Will you do deeper income targeting than CDBG-CV regulations require?**

No

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## Section VI

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### Milestones

Milestones are the progress markers or performance indicators that indicate progress toward the completion of your activity. Milestones may directly relate to your task narrative and are enforceable through the standard agreement. Each activity must include at least a starting and a completion milestone, with a description of the milestone and a date. Additional milestones are optional and strongly encouraged.

If you enter milestones for your activity and those milestones are approved your milestones will supersede the HCD default milestones. Please note that if you do not elect to identify activity specific milestones in your application, HCD will default to the milestones in the CDBG-CV2 NOFA.

Default HCD Milestones are:

Milestone #1: Activity Start Up (Mandatory Milestone)

Milestone #2: 20% Expenditure Completion Date: June 1, 2021

Milestone #3: 50% Expenditure Completion Date: December 1, 2021

Milestone #4: 80% Expenditure Completion Date: May 1, 2022

Milestone #5: 100% Expenditure Completion Date: August 1, 2022 (Mandatory Milestone)

#### **Milestone #1 - Activity Start**

03/30/2020

#### **Milestone #1 Completion Date**

05/28/2020



**Do you want to add additional optional milestones?**

If you selected YES, please provide each milestone for the program as well as the anticipated completion date. There are spaces for 10 milestones, however only the first and last are mandatory.

No

**Milestone #10 - Confirmation of Closeout**

07/31/2020

**Milestone #10 - Confirmation of Closeout Completion Date**

07/31/2020

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**Readiness Criteria**

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**Collaborators and Partners**

Partnerships and collaborations are supported and in many cases encouraged in implementing your COVID-19 related activity. Please indicate what types of partnerships you will be using in implementing your activity in the check-boxes and include a list of all of the different partners and collaborators including whether you have a formal or informal partnership agreement in the narrative section. Please upload and fully executed formal agreements as applicable.

If you are doing an activity in response to homelessness or to support persons experiencing homelessness you must coordinate with your Continuum of Care and identify them as a participating partner in this application. You will be required to track duplication of benefits in coordination with your Continuum of Care.

**List of collaborators/partners**

Other

**Provide a narrative listing your partners and collaborators:**

City of Vernon partnered with AltaMed to promptly mobilize and best respond and support City of Vernon's resident, businesses and the greater community members that AltaMed serves who are predominantly low-income communities of color in Southeast Los Angeles. The funds were used to offset the costs that allowed AltaMed to continue to serve the Southeast Los Angeles in their 3 testing and/or treatment centers listed below.

1. Corporate - 2035 Camfield  
2040 Camfield Ave Los Angeles, CA 90280
2. Goodrich Commerce Clinic  
972 Goodrich Blvd Commerce, CA 90022
3. South Gate Clinic  
8627 Atlantic Ave South Gate, CA 90280

**Upload Executed MOU/Partnership Agreement/Multi-Agency Agreement**

AltaMed Health Services Corporation - CC Approved 04\_07\_2020.pdf

**Upload Executed MOU/Partnership Agreement/Multi-Agency Agreement**

ALTAMED HEALTH SERVICES - AMENDMENT NO. 1 - CC APPROVED 05\_19\_2020.pdf

**Upload Executed MOU/Partnership Agreement/Multi-Agency Agreement****Do you have a draft or executed agreement with a contractor/subrecipient?**

No

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**Threshold Criteria**

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**Site Control**

Some activities require proof of physical site control while others require proof of control of the resources necessary to complete the activity. For example, a service that provides delivered meals will need to have "control" of a vehicle for deliveries. In the narrative box, explain what type of site control will be necessary for your activity. Upload the applicable proof of site control.

If you believe no site control is required for your activity, indicate that in the narrative and explain why no site control is necessary for your activity.

**Description of site control of the facility or means to conduct the services:**

**See 24 CFR §578.25 <https://www.law.cornell.edu/cfr/text/24/578.25> for HUD's site control requirements.**

We requested a report from AltaMed describing in detail the use of the funds, compliance with the terms and the progress toward achieving the purpose of the partnership.

**Upload Site Control Supporting Documentation**

City of Vernon Final Report.pdf

Federal funds may not be used to pay contractors, non-profits, or agencies that are federally debarred. Provide a proof of no-debarment for each agency, contractor, non-profit, or company that will receive funding or be paid out of this grant. Individuals that are not a business do not need to be checked.

Use <https://www.sam.gov/SAM/> (<https://www.sam.gov/SAM/>) to check for excluded parties and upload proof that contractors etc. are not debarred.

If you do not yet know who your contractors or subrecipients will be, you do not need to show proof of debarment check at application. However you will be required to check for debarment prior to contract or subrecipient agreement execution.

Debarment checks that do not show results will not be accepted. All parties must be registered in SAM.Gov (<https://www.sam.gov>). Unregistered: consultants, contractors, partners, or subrecipients will not be eligible for reimbursement.

**Upload your Debarment Check**

SAMs Verification- AltaMed.pdf

**Upload additional Debarment Check Documentation**

Upload an executed Statement of Assurances and Compliance. The template is found in the Files tab ([https://gn.ecivis.com/GO/gn\\_redir/T/k8276bikzdbx](https://gn.ecivis.com/GO/gn_redir/T/k8276bikzdbx)) under the program solicitation. Please make sure the statement is completed with your jurisdiction's information and that the document has the specific CDBG-CV2 designation in the footer. The Statement of Assurances and Compliance is a legally binding document.

**Upload your Statement of Assurances and Compliance with 2 CFR Part 200 \***

CDBG-CV Application Certifications and Statement of Assurances.pdf

Use the updated Citizen Participation Requirements document at <https://www.hcd.ca.gov/policy-research/plans-reports/docs/Final-Citizen-Participation-Requirements-for-the-State's-Annually-Appropriated-Federal-Programs-Plans-and-Reports.pdf> (<https://www.hcd.ca.gov/policy-research/plans-reports/docs/Final-Citizen-Participation-Requirements-for-the-State's-Annually-Appropriated-Federal-Programs-Plans-and-Reports.pdf>) to complete your public participation. Use the guidance on holding public hearings and meetings during a disaster to ensure your organization complies with public health priorities.

Use the Citizen Participation reference documentation in the Files tab of the solicitation for additional information on Limited English Proficiency (LEP) and a sample public notice.

Per 24 CFR §570.486 <https://www.law.cornell.edu/cfr/text/24/570.486> (<https://www.law.cornell.edu/cfr/text/24/570.486>) the public notice should contain at the minimum, the amount of CDBG funds being requested, the amount of PI funds being used (if applicable), the range of activities that will be performed, the address, phone number, and times of the meeting.

## **Citizen Participation - Have you met all Public Hearings/Citizen Participation requirements?**

**These requirements can be located at 24 CFR §570.486**

**<https://www.law.cornell.edu/cfr/text/24/570.486> .**

Yes

## **Upload Citizen Participation Proof of Public Notice**

20200407 City Council Agenda Packet.pdf

## **Upload Public meeting/hearing presentation/handout materials**

Council Meeting 4-7-2020 and 5-19-2020 Agenda Item Report.pdf

## **Upload Public Comment and Responses**

## **Upload Public meeting/hearing presentation/handout materials**

20200519 City Council Agenda Packet.pdf

Use the approved sample resolution from the Files tab of the Solicitation. Do not modify the sample language in the resolution.

## **Upload Approved Resolution for Application**

Resolution No. 2021-CC CDBG-CV2-3 Grant- Draft.docx

Download the FI\$CAL TIN from the Files tab in the Solicitation. Do not use P.O. Box addresses on the TIN. Make sure the TIN includes the official name of your jurisdiction.

FI\$CAL TIN FORM ([https://gn.ecivis.com/GO/gn\\_redir/T/k8276bikzdbx](https://gn.ecivis.com/GO/gn_redir/T/k8276bikzdbx))

## Upload CA TIN Verification Form

**Upload the results of your SAM.gov entity check including all consultants, subrecipients and subcontractors currently under contract or with an executed agreement.**

TIN and SAM Verifications.pdf

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## Monitoring and Compliance

### **Are all single audit findings cleared or in remediation?**

N/A - Not required to submit

### **Are all HCD CDBG program monitoring findings cleared or in remediation?**

N/A (no audit finding or not required to submit single audit)

### **Are you in compliance with all existing HCD award agreements?**

N/A (no audit finding or not required to submit single audit)

## Environmental

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Use the Environment Review forms located on HUD's website at <https://www.hudexchange.info/programs/environmental-review/orientation-to-environmental-reviews/#overview> (<https://www.hudexchange.info/programs/environmental-review/orientation-to-environmental-reviews/#overview>) to complete your environmental review. Note that even General Administration requires a statement of exemption. Upload the correct level of environmental review for your activity and a statement of exemption for any General Administration that you intend to use.

If the level of review for your activity is an Environmental Assessment or Environmental Impact Study, please upload the assessment or study plus consultation letters, identified mitigations, and/or conditions of approval. Please do not upload the entire environmental review record if it is more than 50 pages. Do upload any noticing FONSI/RROF or NOI/RROF and Authorization to Use Funds if available that corresponds with the activity's appropriate level of review. Acceptable formats of these forms can be located at

<https://www.hudexchange.info/programs/environmental-review/> (<https://www.hudexchange.info/programs/environmental-review/>). To determine the correct level of review go to HUD's environmental review overview page <https://www.hudexchange.info/programs/environmental-review/orientation-to-environmental-reviews/#overview> (<https://www.hudexchange.info/programs/environmental-review/orientation-to-environmental-reviews/#overview>). Please make sure your Environmental Review is definitive in findings and that the program/project description matches the activity description in this application. Environmental reviews with inadequate project/program descriptions, findings that are not definitive or that have squishy language, do not adequately or correctly identify mitigations, did not complete required consultations, or that have other material deficiencies may result in disqualification.

## Upload Activity NEPA Compliance

NEPA - Part 58 Exempt.pdf

## Upload General Administration NEPA Compliance

## Upload additional proof of NEPA Compliance

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## Section VII

### Budget and Duplication of Benefits

You are expected to provide two activity budgets. There is a CDBG specific budget that you will complete as part of your application in the eCivis Grants Network. That budget is linked below and must be completed before you submit your application. You ALSO need to complete a full activity budget. Your full activity budget should use the sources and uses Excel template included in the Files tab in the Solicitation. You may use your own excel budget, provided it includes all of the sources and uses that will be included in your activity. Include line items for each component of your activity. Identify all funding sources that will be used to fund your activity including other federal and state funding, local funding, foundation or non-profit funding, donations and any other cash resources. Do not include in-kind donations or volunteer time.

This template will also be used to evaluate your duplication of benefits. Indicate in the template where you project increased utilization of your public services if you are proposing a public service activity.

Your complete activity budget narrative should include information about how the activity will be funded and whether or not the activity is viable if other funding sources are not available and the activity is only partially funded. For instance can the project scope be reduced the number of beneficiaries be reduced, can the project be scaled to the amount of funding available. Make sure the budget narrative has a relationship to the tasks and deliverables described above. The narrative should include information about how the CDBG funding will only be used to support a new activity, a modified existing activity, or an addition of a new type activity.

### **Do you have program income not already included and committed in a CDBG activity?**

No

**Budget Narrative:**

The activity was funded through our operating expenditures with the use of general fund balance. If CDBG is able to grant our request it will help alleviate this expenditure directly endured by our response to flatten the curve of the COVID-19 pandemic with our partnership with AltaMed.

**Upload Cost Allocation Plan (if applicable)****Upload Duplication of Benefit Tracker Form (in Excel)**

**Please upload the completed Duplication of Benefit Tracker Form identified in the Files tab of the solicitation.**

Duplication of Benefit Tracking- City of Vernon AltaMed.xlsx

You will be responsible for documenting compliance with HUD's duplication of benefit requirements. You can find additional information about how to track duplication of benefits at the following link: HUD DOB (<https://www.hudexchange.info/trainings/courses/duplication-of-benefits-webinar-2019/2970/>.)

See a Duplication of Benefits Policy sample in the Files tab of the Solicitation ([https://gn.ecivis.com/GO/gn\\_redir/T/k8276bikzdbx](https://gn.ecivis.com/GO/gn_redir/T/k8276bikzdbx))

**Include a brief narrative explaining how you plan to track for duplication of benefits in your activity.**

Our City intended to to cover the funds given AltaMed from fund balance, with the funding from CV1, 2 & 3 will help to cover many of our incurred costs to COVID-19 related expenditures. We used the tracking sheet provided to ensure that there is no duplication of benefits in our activity. Also it is very straight forward as we are only including the actual funds that were given to AltaMed and not the staff time and other related expenditures relating to the activity.

We asked AltaMed to give us a report describing in detail teh use of the granted funds and a financial reports of expenditures noted in page 3, 4 and 9 of the attached

**Upload your duplication of benefits tracking policy**

Council Meeting 4-7-2020 and 5-19-2020 Agenda Item Report.pdf

**Miscellaneous supporting documentation (photos, maps, renderings, newspaper articles, etc.)**

City of Vernon Final Report.pdf

**Miscellaneous supporting documentation (photos, maps, renderings, newspaper articles, etc.)**

**Miscellaneous supporting documentation (photos, maps, renderings, newspaper articles, etc.)**

**Have you completed and submitted your eCivis Grants Network budget worksheet?**

Yes

**Total Grant Dollars Requested CDBG CV-2/CV-3 Budget:**

\$247,979.00

**By typing my name in the field below, I hereby certify that this application is true and complete to the best of my knowledge.:**

**If any false statements of completeness or accuracy are later found in this application, it may result in application denial or disqualification.**

Jessica Alcaraz

**Original Submission Date (for re-submissions)**

05/05/2021

Exhibit E - Budget



# City Council Agenda Item Report

Agenda Item No. COV-779-2021

Submitted by: Nicholas Perez

Submitting Department: Police Department

Meeting Date: September 21, 2021

## **SUBJECT**

Drug Enforcement Administration Agreement

## **Recommendation:**

Approve and authorize the City Administrator to execute a Surge Program - Funded State and Local Task Force Agreement with the Drug Enforcement Administration (DEA), Los Angeles Field Division, in substantially the same form as submitted, for continued participation in the Southwest Border Initiative (SWBI) taskforce with an effective date of October 1, 2021.

## **Background:**

Since 2008, the Vernon Police Department (VPD) has dedicated one Detective to participate in the SWBI narcotics investigation taskforce. The goal of the SWBI narcotics taskforce is to disrupt illicit drug traffic in the region by immobilizing targeted violators and trafficking organizations, and gather and report intelligence data relating to narcotics trafficking and dangerous drugs. Participation in the SWBI taskforce has been advantageous for the VPD. The assigned Detective has gained vast experience and knowledge from the taskforce investigations. VPD's participation in the taskforce allows the Department to benefit from asset forfeiture proceeds related to narcotics investigations. The VPD has also utilized resources from the taskforce with multifaceted investigations when there is a need for additional personnel and expertise.

On November 3, 2020, the City Council approved an annual agreement with the DEA for continued participation in the SWBI taskforce which was effective October 1, 2020 through September 30, 2021. In order to continue participating in the SWBI taskforce, federal regulations require that VPD enter into a new annual agreement with the DEA, with an effective date of October 1, 2021.

The City Attorney's Office has reviewed and approved the agreement as to form.

## **Fiscal Impact:**

Other than normal costs associated with staff time, there is no additional cost to the City for participating in the taskforce. Participation in the taskforce may provide the VPD revenues from asset forfeiture proceeds related to narcotics investigations.

## **Attachments:**

1. [2021 Surge Program Agreement with DEA](#)

**STATE AND LOCAL TASK FORCE AGREEMENT  
BETWEEN  
THE DRUG ENFORCEMENT ADMINISTRATION  
LOS ANGELES FIELD DIVISION  
AND  
VERNON POLICE DEPARTMENT  
SURGE PROGRAM - FUNDED STATE AND LOCAL TASK FORCE  
AGREEMENT**

This agreement is made this 1<sup>st</sup> day of October, 2021, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Vernon Police Department ORI # CA0197300 (hereinafter "VPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Los Angeles County area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of City of Vernon, the parties hereto agree to the following:

1. The Ventura Resident Office Surge Task Force (Hereinafter "Task Force") will perform the activities and duties described below:
  - a. disrupt the illicit drug traffic in the Los Angeles area by immobilizing targeted violators and trafficking organizations;
  - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
  - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of California.
2. To accomplish the objectives of the Task Force, the VPD agrees to detail one (1) experienced officer to the Task Force for a period of not less than two (2) years. During this period of assignment, the VPD officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The VPD officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The VPD officer assigned to the Task Force shall be deputized as a Task Force Officer of DEA pursuant to 21 U.S.C. Section 878.
5. To accomplish the objectives of the Task Force, DEA will assign seven (7) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and the VPD officer assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.
6. During the period of assignment to the Task Force, the VPD will remain responsible for establishing the salary and benefits, including overtime, of its officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the VPD for overtime payment. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-12, Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted **monthly or quarterly** on a fiscal year basis, and which provides the names of the investigators who incurred overtime for DEA during the invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. Invoices must be submitted at least quarterly within 30 days of the end of the invoiced period. **Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."**
7. In no event will the VPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The VPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The VPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The VPD shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is sooner.
10. The VPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The VPD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The VPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the VPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2022. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by the VPD during the term of this agreement.

For the Drug Enforcement Administration:

\_\_\_\_\_  
Date: \_\_\_\_\_  
William D. Bodner  
Special Agent in Charge

For the Vernon Police Department:

\_\_\_\_\_  
Date: \_\_\_\_\_  
Carlos Fandino  
City Administrator

Attest:

\_\_\_\_\_  
Date: \_\_\_\_\_  
Lisa Pope  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Date: \_\_\_\_\_  
Zaynah N. Moussa  
Interim City Attorney

ATTACHMENTS:

- (1). OJP Form 4061/6 (3-91): Certifications Regarding Lobbying; Debarment, Suspensions and Other Responsibility Matters; and Drug Free Workplace Requirements.
- (2). Roster of Local, State, or Federal Agency Personnel Assigned to the United States Drug Enforcement, Los Angeles Field Division.

**ROSTER OF LOCAL, STATE, OR FEDERAL AGENCY PERSONNEL**

NAME OF AGENCY: Vernon Police Department

1. [REDACTED]

**ATTACHMENT 2**



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND  
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS  
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application 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;

(c) 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 (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE  
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Check ☐ if there are workplace on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

#### **DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection any activity with the grant; and

B. If convinced of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Vernon Police Department  
4305 Santa Fe Avenue  
Vernon, CA 90058

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

Carlos Fandino, City Administrator

5. Signature

6. Date



# City Council Agenda Item Report

Agenda Item No. COV-782-2021

Submitted by: Nicholas Perez

Submitting Department: Police Department

Meeting Date: September 21, 2021

## **SUBJECT**

Police Department Vehicle Purchase

## **Recommendation:**

Approve and authorize the issuance of a purchase order to Wondries Fleet Group/National Auto Fleet Group for a 2022 Chevrolet Traverse through the Sourcewell Master Vehicle Contract (120716-NAF) for approximately \$43,071.41 to replace one administrative vehicle in the Police Department fleet.

## **Background:**

The Vernon Police Department (VPD) conducts an annual assessment of its vehicle fleet to identify the vehicle(s) in need of replacement. The evaluation consists of assessing the useful life of vehicles and equipment in terms of age, mileage, and usage. The vehicles are also reviewed and analyzed for safety history and operating performance to determine if it is appropriate to replace a vehicle or piece of equipment at a later date. After careful evaluation, one administrative vehicle has been identified for replacement.

The Department has identified Wondries Fleet Group/National Auto Fleet Group as a vendor that can deliver one 2022 Chevrolet Traverse RS, utilizing Sourcewell Master Vehicle Contract # 120716-NAF (formally National Joint Powers Alliance). The City of Vernon is a member of Sourcewell, which offers members cooperative buying contracts. Pursuant to Vernon Municipal Code (VMC) Section 2.17.12(A)(5), the purchase of the proposed vehicle is exempt from competitive bidding, as Sourcewell's practice ensures that members receive the lowest price available using competitive bidding. The quote secured from Wondries Fleet Group/National Auto Fleet Group for this potential purchase is based on Sourcewell contract pricing and, in the opinion of the Finance Director, it is to the advantage of the City to procure the vehicle from the selected vendor.

City Council approval for this purchase is required pursuant to VMC Section 2.17.02(B) as in the last 12 months, with this purchase (if approved), the City will have awarded the vendor more than \$100,000 in contracts.

The replaced vehicle will be taken out of the fleet inventory and will either be transferred to another City Department, or sold at auction.

## **Fiscal Impact:**

VPD funds will be used for this purchase at an estimated cost of approximately \$43,071.41. If approved, the cost would be charged to Capital Account Number E011.1031.840000. Funds were approved in the 2021-2022 fiscal year budget for this purchase.

## **Attachments:**

1. [VPD Admin Vehicle Quote \(22' Chevy Traverse\)](#)



# National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076  
(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax  
Fleet@NationalAutoFleetGroup.com

August 30, 2021

Lieutenant Nicholas Perez  
City of Vernon Police Department  
4305 Santa Fe Ave  
Vernon, Ca 90058  
Delivery Via Email

Dear Lt. Perez,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Vernon, new/unused 2022 Chevy Traverse AWD 4DR RS responding to your requirement with the attached specifications for \$38,982.00 plus State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF.

	One Unit MSRP	One Unit	Total Savings	Total Savings
2022 Chevy Traverse				
AWD 4DR RS	47,530.00	38,982.00	17.98%	8,548.00
Sub Total		38,982.00		
Sales Tax		3,995.66		
Transportation		85.00		
Tire Tax		8.75		
Total		43,071.41		

Terms are net 30 days.  
Delivery 90-120 Days ARO

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard  
National Law Enforcement Sales Manager  
National Auto Fleet Group  
Wondries Fleet Group  
626-457-5590 O  
714-264-1867 C  
[Buzzard5150@gmail.com](mailto:Buzzard5150@gmail.com)



## **Wondries Fleet Group / National Auto Fleet Group**

### **Prepared By:**

Kevin Buzzard  
Wondries Fleet Group / National Auto Fleet Group  
626-457-5590 OFC  
Buzzard5150@gmail.com

Vehicle: [Fleet] 2021 Chevrolet Traverse (1NW56) AWD 4dr RS (✔ Complete)

**Selected Model and Options****MODEL**

CODE	MODEL
1NW56	2021 Chevrolet Traverse AWD 4dr RS

**COLORS**

CODE	DESCRIPTION
GAN	Silver Ice Metallic (Available with (WBL) Redline Edition. Not available on L.)

**EMISSIONS**

CODE	DESCRIPTION
YF5	Emissions, California state requirements

**ENGINE**

CODE	DESCRIPTION
LFY	Engine, 3.6L V6, SIDI, VVT (310 hp [232.0 kW] @ 6800 rpm, 266 lb-ft of torque [361 N-m] @ 2800 rpm) (STD)

**TRANSMISSION**

CODE	DESCRIPTION
M3V	Transmission, 9-speed automatic (STD)

**PREFERRED EQUIPMENT GROUP**

CODE	DESCRIPTION
2LT	RS Preferred Equipment Group Includes Standard Equipment

**PAINT**

CODE	DESCRIPTION
GAN	Silver Ice Metallic (Available with (WBL) Redline Edition. Not available on L.)

**SEAT TYPE**

CODE	DESCRIPTION
AR9	Seats, front bucket (STD)

**SEAT TRIM**

CODE	DESCRIPTION
H0Y	Jet Black, Leather-appointed seat trim (Required when RS (2LT) or (WJU) Midnight/Sport Edition is ordered.)

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Vehicle: [Fleet] 2021 Chevrolet Traverse (1NW56) AWD 4dr RS (✔ Complete)

**RADIO**

**CODE DESCRIPTION**

IOT Audio system, Chevrolet Infotainment 3 Premium system with connected Navigation, 8" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, Apple CarPlay and Android Auto capable, enhanced voice recognition, additional memory for in-vehicle apps, cloud connected personalization for select infotainment and vehicle settings. Subscription required for enhanced and connected services after trial period (STD)

**ADDITIONAL EQUIPMENT - EXTERIOR**

**CODE DESCRIPTION**

VK3 License plate front mounting package (will be forced on orders with ship-to states that require a front license plate)

**ADDITIONAL EQUIPMENT - LPO**

**CODE DESCRIPTION**

PDG LPO, Cargo Package includes (VRS) retractable cargo shade, LPO and (W2D) vertical cargo net, LPO

VRS LPO, Cargo shade, retractable (Included and only available with (PDG) Cargo Package, LPO.)

W2D LPO, Cargo net, vertical (Included and only available with (PDG) Cargo Package, LPO.)

---

**Options Total**

Vehicle: [Fleet] 2021 Chevrolet Traverse (1NW56) AWD 4dr RS (✔ Complete)

## Standard Equipment

### Package

LT Premium Package includes (IOT) Chevrolet Infotainment 3 Premium system with connected Navigation and 8" diagonal HD color touch-screen, (UQA) Bose premium 10-speaker system, (DRZ) Rear Camera Mirror, (UV2) HD Surround Vision and (KI6) 120-volt power outlet (Includes (SS9) 20" Dark Android painted aluminum wheels.)

Convenience and Driver Confidence Package includes (IOS) Chevrolet Infotainment 3 Plus system with 8" diagonal HD color touchscreen, (UDD) multi-color Driver Information Center display, (KA1) heated front seats, (UG1) Universal Home Remote, (BTV) Remote Start, (TB5) rear power liftgate, (UKC) Lane Change Alert with Side Blind Zone Alert, (UFG) Rear Cross Traffic Alert and (UD7) Rear Park Assist ((IOS) Chevrolet Infotainment 3 Plus system with 8" diagonal HD color touchscreen replaced with (IOT) Chevrolet Infotainment 3 Premium system with connected Navigation and 8" diagonal HD color touchscreen.)

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam (Also includes (KI3) Automatic heated steering wheel.)

### Mechanical

Engine, 3.6L V6, SIDI, VVT (310 hp [232.0 kW] @ 6800 rpm, 266 lb-ft of torque [361 N-m] @ 2800 rpm) (STD)

Transmission, 9-speed automatic (STD)

E10 Fuel capable

Engine control, stop-start system

Driver Mode Selector

Axle, 3.49 final drive ratio

Chassis, All-Wheel Drive System (Included and only available with AWD models.)

Battery, heavy-duty 600 cold-cranking amps

Alternator, 170 amps

GVWR, 6160 lbs. (2800 kg)

Suspension, Ride and Handling

Steering, power

Brakes, 4-wheel antilock, 4-wheel disc, 17" front and rear

Electric Parking Brake

Capless fuel fill

Tool kit, road emergency

### Exterior

Wheels, 20" (50.8 cm) Dark Android painted aluminum

Tires, P255/55R20 all-season blackwall

Exhaust, uplevel

Wheel, spare, 18" (45.7 cm) steel

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Vehicle: [Fleet] 2021 Chevrolet Traverse (1NW56) AWD 4dr RS (✓ Complete)

## Exterior

Tire, compact spare, T135/70R18, blackwall  
Roof rails, Black  
Fascia, front body-color  
Moldings, Black bodyside  
Moldings, rocker, Black  
Headlamps, high intensity discharge  
Headlamps, IntelliBeam auto high beam control  
Headlamps, automatic on/off  
Fog lamps, front  
Taillamps, LED  
Mirror caps, body-color  
Mirrors, outside heated power-adjustable manual-folding, body-color, with turn signal indicators  
Glass, deep-tinted  
Wipers, front intermittent with washers  
Wiper, rear intermittent with washer  
LPO, Gloss Black emblem kit  
Door handles, body-color  
Liftgate, rear power

## Entertainment

Audio system, Chevrolet Infotainment 3 Premium system with connected Navigation, 8" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, Apple CarPlay and Android Auto capable, enhanced voice recognition, additional memory for in-vehicle apps, cloud connected personalization for select infotainment and vehicle settings. Subscription required for enhanced and connected services after trial period (STD)

Audio system feature, Bose premium 10-speaker system with subwoofer in center console

### SiriusXM Radio

SiriusXM with 360L Equipped with SiriusXM with 360L. Enjoy a trial subscription of the All Access package for the full 360L experience, with a greater variety of SiriusXM content, a more personalized experience and easier navigation. With the All Access package, you can also enjoy your favorites everywhere you go, with the SiriusXM app, online and at home on compatible connected devices. (IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. 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. See the SiriusXM Customer Agreement at [www.siriusxm.com](http://www.siriusxm.com) for complete terms and how to cancel. All fees, content, features, and availability are subject to change. GM connected vehicle services vary by vehicle model and require active service plan, working electrical system, cell reception and GPS signal. See [onstar.com](http://onstar.com) for details and limitations.)

Vehicle: [Fleet] 2021 Chevrolet Traverse (1NW56) AWD 4dr RS (✓ Complete)

**Entertainment**

4G LTE Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Active Noise Cancellation

**Interior**

Seating, 7-passenger (2-2-3 seating configuration)

Seats, front bucket (STD)

Seat trim, leather-appointed

Seat adjuster, driver 8-way power

Seat adjuster, front passenger 6-way power

Seat adjuster, power driver lumbar control

Seat adjuster, power passenger lumbar control

Seats, heated driver and front passenger

Seats, third row 60/40 split-bench, manual-folding

Head restraints, front, 2-way adjustable

Head restraints, second and third row outboard, 2-way manual-folding

Console, front center with 2 cup holders, covered storage bin with storage and removable tray

Floor covering, color-keyed carpeting

Floor mats, color-keyed all rows (Deleted when LPO floor mats or LPO floor liners are ordered.)

Steering wheel, leather-wrapped, 3-spoke

Steering wheel, heated includes AUTO heated steering wheel (selectable automatic activation)

Steering column, tilt

Steering wheel controls, mounted controls for audio, phone and cruise

Display, 4.2" driver instrument information, enhanced, multi-color

Compass display, digital

Windows, power with driver Express Up/Down and front passenger Express-Down

Door locks, power programmable with lockout protection

Keyless Open includes extended range Remote Keyless Entry with lock/unlock feature

Remote Start

Universal Home Remote includes garage door opener, programmable

Cruise control, electronic with set and resume speed

Remote panic alarm

Theft-deterrent system, electrical, unauthorized entry

USB ports

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Vehicle: [Fleet] 2021 Chevrolet Traverse (1NW56) AWD 4dr RS (✓ Complete)

#### Interior

Power outlet, 120-volt, located on the rear of center console

Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants

Sensor, humidity and windshield temperature

Defogger, rear-window electric

Heater ducts, 2nd row

Cup holders, 10 total

Umbrella holders, driver and front passenger doors

Visors, driver and passenger illuminated vanity mirrors, covered

Lighting, interior with theater dimming, cargo compartment, reading lights for front seats, second row reading lamps integrated into dome light, door-and tailgate-activated switches and illuminated entry and exit feature

Cargo storage, bin under rear floor

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

#### Safety-Mechanical

StabiliTrak, stability control system with traction control

#### Safety-Exterior

Daytime Running Lamps, LED

#### Safety-Interior

Airbags, dual-stage frontal and side-impact for driver and front passenger, driver inboard seat-mounted side-impact and roof-rail side-impact for all rows in outboard seating positions (Always use seat belts and the correct child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Passenger Sensing System sensor indicator inflatable restraint, front passenger/child presence detector (Always use seat belts and the correct child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

Rear Camera Mirror, inside rearview auto-dimming with full camera display

HD Surround Vision

Rear Park Assist with audible warning

Lane Change Alert with Side Blind Zone Alert

Lane Keep Assist with Lane Departure Warning

Following Distance Indicator

Forward Collision Alert

Automatic Emergency Braking

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 14570, Data updated Aug 30, 2021 2:30:00 AM PDT

Vehicle: [Fleet] 2021 Chevrolet Traverse (1NW56) AWD 4dr RS ( ☒ Complete )

**Safety-Interior**

Rear Cross Traffic Alert

Front Pedestrian Braking

Door locks, rear child security

Rear Seat Reminder

LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. It includes the Buckle-to-Drive feature which prevents the driver from shifting from Park for up to 20 seconds if the driver's seat belt is not buckled. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitor, includes Tire Fill Alert (Does not monitor spare.)

Horn, dual-note

Vehicle: [Fleet] 2021 Chevrolet Traverse (1NW56) AWD 4dr RS (✓ Complete)

## Window Sticker

### SUMMARY

[Fleet] 2021 Chevrolet Traverse (1NW56) AWD 4dr RS

MSRP:\$46,100.00

Interior:Jet Black, Leather-appointed seat trim

Exterior 1:Silver Ice Metallic

Exterior 2:No color has been selected.

Engine, 3.6L V6, SIDI, VVT

Transmission, 9-speed automatic

### OPTIONS

CODE	MODEL	MSRP
1NW56	[Fleet] 2021 Chevrolet Traverse (1NW56) AWD 4dr RS	\$46,100.00
<b>OPTIONS</b>		
2LT	RS Preferred Equipment Group	\$0.00
AR9	Seats, front bucket	\$0.00
GAN	Silver Ice Metallic	\$0.00
H0Y	Jet Black, Leather-appointed seat trim	\$0.00
IOT	Audio system, Chevrolet Infotainment 3 Premium system	\$0.00
LFY	Engine, 3.6L V6, SIDI, VVT	\$0.00
M3V	Transmission, 9-speed automatic	\$0.00
PDG	LPO, Cargo Package	\$195.00
VK3	License plate front mounting package	\$40.00
VRS	LPO, Cargo shade, retractable	Inc.
W2D	LPO, Cargo net, vertical	Inc.
YF5	Emissions, California state requirements	\$0.00
<b>SUBTOTAL</b>		<b>\$46,335.00</b>
Adjustments Total		\$0.00
Destination Charge		\$1,195.00
<b>TOTAL PRICE</b>		<b>\$47,530.00</b>

### FUEL ECONOMY

Est City:17 MPG

Est Highway:25 MPG

Est Highway Cruising Range:542.50 mi

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 14570, Data updated Aug 30, 2021 2:30:00 AM PDT

# City Council Agenda Item Report

Agenda Item No. COV-785-2021

Submitted by: Brandon Gray

Submitting Department: Police Department

Meeting Date: September 21, 2021

## **SUBJECT**

Office of Traffic Safety Selective Traffic Enforcement Program (STEP) Grant Agreement

## **Recommendation:**

Approve and authorize the City Administrator, Police Chief, and Police Sergeant to execute an agreement between the City of Vernon and the Office of Traffic Safety, in substantially the same form as submitted, for a one (1) year term, for participation in the Selective Traffic Enforcement Program (STEP) with an effective date of October 1, 2021.

## **Background:**

The Vernon Police Department (VPD) has received a grant through the Office of Traffic Safety to participate in the Selective Traffic Enforcement Program (STEP). The goals of the program include the following: reduce the number of persons killed and/or injured in traffic collisions; reduce the number of persons killed and/or injured in DUI related collisions; and raise public awareness about DUI enforcement activities in the Los Angeles County region. In order to accomplish the goals of the program, participating agencies will be required to take part in various enforcement activities which include saturation patrol details, motorcycle safety enforcement, distracted driving enforcement, pedestrian and bicycle enforcement, and DUI checkpoints.

VPD staff will coordinate enforcement activities as required on an overtime basis. The VPD will receive reimbursement for a majority of the overtime related costs (benefits calculated at 1.45%). The VPD has participated in this program for a number of years and has been successful attaining the goals specified. To participate in the program, law enforcement agencies are required to sign an agreement to receive reimbursement for personnel overtime costs. Reimbursements will be made within 90 days of receipt of an invoice, activity log, and quarterly traffic collision reports. The agreement is for a one-year term and shall remain in effect until September 30, 2022.

The City Attorney's Office has reviewed and approved the proposed agreement as to form.

## **Fiscal Impact:**

There are sufficient overtime funds in the FY 2021-2022 VPD budget for participation in STEP. The projected overtime reimbursement for VPD's annual participation is approximately \$75,000.

## **Attachments:**

1. [Office of Traffic Safety STEP Grant Agreement](#)

**GRANT AGREEMENT**

PT22101

<b>1. GRANT TITLE</b> <b>Selective Traffic Enforcement Program (STEP)</b>	
<b>2. NAME OF AGENCY</b> <b>Vernon</b>	<b>3. Grant Period</b> From: 10/01/2021 To: 09/30/2022
<b>4. AGENCY UNIT TO ADMINISTER GRANT</b> <b>Vernon Police Department</b>	
<b>5. GRANT DESCRIPTION</b> Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
<b>6. Federal Funds Allocated Under This Agreement Shall Not Exceed:      \$75,000.00</b>	
<b>7. TERMS AND CONDITIONS:</b> The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"> <li>Schedule A – Problem Statement, Goals and Objectives and Method of Procedure</li> <li>Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)</li> <li>Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)</li> <li>Exhibit A – Certifications and Assurances</li> <li>Exhibit B* – OTS Grant Program Manual</li> <li>Exhibit C – Grant Electronic Management System (GEMS) Access</li> </ul> <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: <a href="http://www.ots.ca.gov">www.ots.ca.gov</a>.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
<b>8. Approval Signatures</b>	
<b>A. GRANT DIRECTOR</b> NAME: Gustavo Herrera TITLE: Sergeant EMAIL: gherrera@covpd.org PHONE: (323) 587-5171 ADDRESS: 4305 Santa Fe Ave Vernon, CA 90058  <div style="text-align: right; margin-top: 20px;">           _____            (Signature)                      (Date)         </div>	<b>B. AUTHORIZING OFFICIAL</b> NAME: Carlos Fandino TITLE: City Administrator EMAIL: cfandino@ci.vernon.ca.us PHONE: (323) 583-8811 ADDRESS: 4305 S. Santa Fe Avenue Vernon, CA 90058-1714  <div style="text-align: right; margin-top: 20px;">           _____            (Signature)                      (Date)         </div>
<b>C. FISCAL OFFICIAL</b> NAME: Robert Sousa TITLE: Chief of Police EMAIL: rsousa@covpd.org PHONE: (323) 583-8811 ext 114 ADDRESS: 4305 Santa Fe Ave Vernon, CA 90058  <div style="text-align: right; margin-top: 20px;">           _____            (Signature)                      (Date)         </div>	<b>D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY</b> NAME: Barbara Rooney TITLE: Director EMAIL: barbara.rooney@ots.ca.gov PHONE: (916) 509-3030 ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758  <div style="text-align: right; margin-top: 20px;">           _____            (Signature)                      (Date)         </div>

<b>E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY</b>  NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	<b>9. SAM INFORMATION</b>  SAM #: ZMK4GCEKJ7G3 REGISTERED ADDRESS: 4305 S. Santa Fe Avenue CITY: Vernon ZIP+4: 90058-1714
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
164AL-22	20.608	0521-0890-101	2021	21/21	BA/21	\$55,000.00
402PT-22	20.600	0521-0890-101	2021	21/21	BA/21	\$20,000.00
				<b>AGREEMENT TOTAL</b>		<b>\$75,000.00</b>
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				AMOUNT ENCUMBERED BY THIS DOCUMENT		
				<b>\$75,000.00</b>		
				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		
					<b>\$ 0.00</b>	
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED		TOTAL AMOUNT ENCUMBERED TO DATE	
					<b>\$75,000.00</b>	

## **1. PROBLEM STATEMENT**

The City of Vernon will use grant funds for enforcement efforts to target DUI drivers, as well as those who commit other violations (speed, distracted driving, turning/yielding violations, etc.) that may contribute to traffic crashes. Our mission would continue to be simple in concept: continue to educate the public about the dangers and consequences of DUI drivers, and reduce traffic crashes and in doing so, reduce injuries and deaths associated to such crashes.

The City of Vernon Public Works Traffic Engineering Division conducted a Traffic Crash Review Report in 2014. Included in the report are the most frequent locations of traffic crashes and a list of the top primary crash factors. Current statistics (refer to Traffic Data Summary below) from 2018-2020 indicate the top primary crash factors have remained the same.

In examining the OTS Crash Rankings for 2018, we have also identified the below problem areas that we recognize and need to be addressed. As a part of the Group G, the City of Vernon had the following rankings:

Total Fatal and Injury: 1/32  
Alcohol Involved: 3/32  
Had Been Drinking Driver < 21: 14/32  
Had Been Drinking Driver 21-34: 2/32  
Motorcycles: 2/32  
Pedestrians: 1/32  
Bicyclists: 1/32  
Composite: 1/32  
Speed Related: 1/32  
Nighttime (9pm-2:59am): 3/32  
Hit and Run: 3/32

With the assistance and activities a STEP grant offers our department, we will strive to reduce traffic crashes, therefore reducing injuries and deaths associated with traffic crashes.

Our target population is not just limited to “infraction violators” and/or “DUI suspects.” The Vernon Police Department sincerely wants our entire community to know that traffic safety is a major priority to us. That is one of the reasons why the Press Release during the cycle of a grant is so important, because it communicates to the public that there is an emphasis and priority on traffic safety in our city. We intend to continue to drive home this message, through educational handouts at checkpoints and/or during routine public contacts.

The following is a traffic data summary, including 2020 statistics:

- 0 fatal crash with 0 victim (1 less than 2018, 4 less than 2019 ).
- 135 injury crashes with 171 victims (46 less crashes than 2018, and 48 less than 2019).
- 4 alcohol involved crashes with injuries (4 less than 2018, and 2 less than 2019), with 0 fatality.
- 6 pedestrians were injured in crashes (1 more than 2018, and 4 less than 2019), with no fatalities.
- 11 bicyclists were injured in crashes (1 more than 2018, same as 2019), with no fatalities.

## **2. PERFORMANCE MEASURES**

### **A. Goals:**

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.

7. Reduce the number of persons killed in alcohol-involved crashes. 8. Reduce the number of persons injured in alcohol-involved crashes. 9. Reduce the number of persons killed in drug-involved crashes. 10. Reduce the number of persons injured in drug-involved crashes. 11. Reduce the number of persons killed in alcohol/drug combo-involved crashes. 12. Reduce the number of persons injured in alcohol/drug combo-involved crashes. 13. Reduce the number of motorcyclists killed in traffic crashes. 14. Reduce the number of motorcyclists injured in traffic crashes. 15. Reduce hit & run fatal crashes. 16. Reduce hit & run injury crashes. 17. Reduce nighttime (2100 - 0259 hours) fatal crashes. 18. Reduce nighttime (2100 - 0259 hours) injury crashes.	
<b>B. Objectives:</b>	<b>Target Number</b>
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization, National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a "HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	2
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	2
6. Send law enforcement personnel to SFST Instructor training.	1
7. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	5
8. Conduct DUI Saturation Patrol operation(s).	7
9. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	5
10. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	2
11. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	1
12. Conduct Nighttime (1800-0559) Click It or Ticket enforcement operation(s).	1
13. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	2



14. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	1
15. Conduct highly visible collaborative DUI Enforcement operations	2
16. Conduct highly visible collaborative Traffic Enforcement operations	1
<b>3. METHOD OF PROCEDURE</b> <b>A. Phase 1 – Program Preparation (1<sup>st</sup> Quarter of Grant Year)</b> <ul style="list-style-type: none"> <li>The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section.</li> <li>All training needed to implement the program should be conducted this quarter.</li> <li>All grant related purchases needed to implement the program should be made this quarter.</li> <li>In order to develop/maintain the “Hot Sheets,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. Hot Sheets should be updated and distributed to traffic and patrol officers at least monthly.</li> <li>Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations. <u>Media Requirements</u></li> <li>Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.</li> </ul>	
<b>B. Phase 2 – Program Operations (Throughout Grant Year)</b> <ul style="list-style-type: none"> <li>The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.</li> </ul> <u>Media Requirements</u> The following requirements are for all grant-related activities. <ul style="list-style-type: none"> <li>Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.</li> <li>The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.</li> <li>Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.</li> <li>If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.</li> <li>Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).</li> <li>Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO</li> </ul>	

approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.

- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

### **C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)**

1. Prepare and submit invoice claims (due January 30, April 30, July 30, and October 30).
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30).
  - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
  - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
  - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
  - Collect, analyze and report statistical data relating to the grant goals and objectives.

### **4. METHOD OF EVALUATION**

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

### **5. ADMINISTRATIVE SUPPORT**

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-22	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$55,000.00
402PT-22	20.600	State and Community Highway Safety	\$20,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
<b>A. PERSONNEL COSTS</b>				
<u>Straight Time</u>				\$0.00
<u>Overtime</u>				
DUI/DL Checkpoints	164AL-22	\$7,800.00	5	\$39,000.00
DUI Saturation Patrols	164AL-22	\$1,400.00	7	\$9,800.00
Collaborative DUI Enforcement	164AL-22	\$1,400.00	2	\$2,800.00
Benefits for 164AL OT @ 1.45%	164AL-22	\$51,600.00	1	\$748.00
Traffic Enforcement	402PT-22	\$1,400.00	5	\$7,000.00
Distracted Driving	402PT-22	\$1,400.00	2	\$2,800.00
Motorcycle Safety	402PT-22	\$1,400.00	1	\$1,400.00
Night-time Click It Or Ticket	402PT-22	\$1,400.00	1	\$1,400.00
Pedestrian and Bicycle Enforcement	402PT-22	\$1,400.00	2	\$2,800.00
Traffic Safety Education	402PT-22	\$1,400.00	1	\$1,400.00
Collaborative Traffic Enforcement	402PT-22	\$1,400.00	1	\$1,400.00
Benefits for 402PT OT @ 1.45%	402PT-22	\$18,200.00	1	\$264.00
Category Sub-Total				\$70,812.00
<b>B. TRAVEL EXPENSES</b>				
In State Travel	402PT-22	\$1,536.00	1	\$1,536.00
				\$0.00
Category Sub-Total				\$1,536.00
<b>C. CONTRACTUAL SERVICES</b>				
				\$0.00
Category Sub-Total				\$0.00
<b>D. EQUIPMENT</b>				
				\$0.00
Category Sub-Total				\$0.00
<b>E. OTHER DIRECT COSTS</b>				
DUI Checkpoint Supplies	164AL-22	\$2,652.00	1	\$2,652.00
Category Sub-Total				\$2,652.00
<b>F. INDIRECT COSTS</b>				
				\$0.00
Category Sub-Total				\$0.00
<b>GRANT TOTAL</b>				<b>\$75,000.00</b>

**BUDGET NARRATIVE**

**PERSONNEL COSTS**

DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel

Benefits for 164AL OT @ 1.45% - Medicare 1.45%

Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Night-time Click It Or Ticket - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Traffic Safety Education - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.

Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel

Benefits for 402PT OT @ 1.45% - Medicare 1.45%

**TRAVEL EXPENSES**

In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.

**CONTRACTUAL SERVICES**

-

**EQUIPMENT**

-

**OTHER DIRECT COSTS**

DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares,

PAS device supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.

**INDIRECT COSTS**

-

**STATEMENTS/DISCLAIMERS**

There will be no program income generated from this grant.

Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

**CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS**  
**(23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)**

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

**GENERAL REQUIREMENTS**

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

**NONDISCRIMINATION**

**(applies to subrecipients as well as States)**

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Subgrantee-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits

or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

#### **POLITICAL ACTIVITY (HATCH ACT)**

**(applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

#### **CERTIFICATION REGARDING FEDERAL LOBBYING**

**(applies to subrecipients as well as States)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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 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;

2. 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 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;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 section 1352, title 31, U.S. Code. 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.

### **RESTRICTION ON STATE LOBBYING**

#### **(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

### **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

#### **(applies to subrecipients as well as States)**

#### Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary 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 primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *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 department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, 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 prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, 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 the transaction for cause or default.

*Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions*

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) 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;
- (c) 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 (1)(b) of this certification; and
- (d) 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.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered in to. 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 or debarment.

3. 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 when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, civil judgment, debarment, suspension, 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 whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. 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 proposed for debarment under 48 CFR part 9, subpart 9.4, 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.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "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 and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, 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 prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, 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 or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:**

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.

**BUY AMERICA ACT**

**(applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal

funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

### **PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

**(applies to subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

### **POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at [www.trafficsafety.org](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://www.nhtsa.gov)) also provides information on statistics, campaigns, and program evaluations and references.

### **POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

## INSTRUCTIONS FOR UPDATING GEMS USERS

1. Select the box to indicate if a current GEMS user needs access removed or a current contact needs access added. To add a new user/contact complete the last section of the form. There is also an option of adding/removing a user/contact as a media contact.
2. Each agency is allowed a total of **FIVE (5) GEMS Users**.
3. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
4. The Grant Director, Authorizing Official, or the Fiscal Official of the grant agreement **must sign this form**.
5. Email completed forms to your grant coordinator, **Tua Vang**, at **[tua.vang@ots.ca.gov](mailto:tua.vang@ots.ca.gov)**.

Grant Details		Date: September 9, 2021
Grant Number:	PT22101	
Agency Name:	Vernon Police Department	
Grant Title:	Selective Traffic Enforcement Program (STEP)	
Agreement Total:	\$75,000.00	
Authorizing Official:	Carlos Fandino	
Fiscal Official:	Robert Sousa	
Grant Director:	Gustavo Herrera	

### Current GEMS User(s)

#### 1. Gustavo Herrera

Title: Sergeant

Phone: (323) 587-5171

Email: [gherrera@covpd.org](mailto:gherrera@covpd.org)

Remove Access: ☐

Media Contact: Yes ☐ Remove

#### 2. Daniel Onopa

Title: Sergeant

Phone: (323) 587-5171

Email: [donopa@covpd.org](mailto:donopa@covpd.org)

Remove Access: ☐

Media Contact: Yes ☐ Remove

Complete the below information if adding a new GEMS user(s)

**Add GEMS User**

Add as a media contact?

☐ Yes ☐ No

Name

Job Title

Email address

Phone number

**Add GEMS User**

Add as a media contact?

☐ Yes ☐ No

Name

Job Title

Email address

Phone number

**Add GEMS User**

Add as a media contact?

☐ Yes ☐ No

Name

Job Title

Email address

Phone number

**As a signatory (Grant Director, Authorizing Official, or Fiscal Official)** I hereby authorize the listed individual(s) to represent and have GEMS user access

**Signature**

**Date**

Name

Title

# City Council Agenda Item Report

Agenda Item No. COV-794-2021

Submitted by: Zaynah Moussa

Submitting Department: City Attorney

Meeting Date: September 21, 2021

## **SUBJECT**

Regulation of Commercial Cannabis Businesses in the City of Vernon

## **Recommendation:**

Approve an indefinite hold on further action regarding regulation of commercial cannabis businesses.

## **Background:**

The Vernon City Council previously expressed an interest in exploring the regulation of commercial cannabis businesses. The City Attorney's Office conducted two Study Sessions before the City Council, on January 19, 2021, and February 2, 2021, to discuss the regulation of commercial cannabis. On February 11, 2021, a similar presentation was made to the Vernon Business and Industry Commission, and two Community Town Hall Meetings were also held on February 22, 2021, and on March 4, 2021. The City Attorney's Office provided an update on these efforts to City Council on May 18, 2021.

After receiving feedback, the City Attorney's Office and City Administration continued to work with staff from applicable City Departments to obtain their assistance, comments, and research, with the goal of producing a comprehensive regulatory ordinance packet for Council discussion.

Since then, several cities in and around Los Angeles County have experienced significant legal challenges and/or allegations of ethical violations related to licensing and regulation of cannabis businesses. Other local cities with well-vetted cannabis licensing and application processes, such as Pasadena, Los Angeles and West Hollywood, have faced lawsuits brought by businesses that were not granted cannabis licenses. Even where a city's cannabis regulatory structure is ultimately upheld and deemed lawful by a court, defending these lawsuits can be costly and time consuming. Two neighboring cities are also facing state audits of their cannabis licensing programs, and the outcome of that review is still pending.

Recently, allegations of municipal corruption and pay-to-play schemes have made news headlines and have been linked to several cannabis businesses operating, or seeking permits to operate, in and around Los Angeles County. Vernon's commitment to good governance is of paramount importance, and while staff believes that the City's ethical foundation and internal safeguards are strong, pursuing cannabis licensing at this time could expose the City to unnecessary risk even when allegations are unfounded.

In evaluating the foregoing issues and recognizing that municipal cannabis regulation and its legal framework are still evolving, including the uncertainty of pending state audits and other legal challenges to local cannabis regulations, staff recommends that City Council put an indefinite hold on further analysis and action towards regulating commercial cannabis businesses within the City. If no further action is taken, the City's current blanket prohibition on any and all cannabis-related business within the City would remain in effect. The City Council can revisit the viability of commercial cannabis business regulation in the future, if desired.

**Fiscal Impact:**

There is no fiscal impact associated with this report.

**Attachments:**

# City Council Agenda Item Report

Agenda Item No. COV-750-2021  
Submitted by: Lissette Melendez  
Submitting Department: Public Works  
Meeting Date: September 21, 2021

## SUBJECT

Contract Award for City Contract No. CS-1345: City Hall Basement Cooling System Update

## Recommendation:

- A. Find that approval of the proposed action is categorically exempt from California Environmental Quality Act (CEQA) review, in accordance with CEQA Guidelines Section 15301, because the project consists of the restoration or rehabilitation of deteriorated existing equipment and involves negligible or no expansion of an existing use;
- B. Accept the bid proposal from Western Allied Corporation, as the lowest responsive and responsible bidder for the City Hall Basement Cooling System Update and reject all other bids;
- C. Approve and authorize the City Administrator to execute Contract No. CS-1345 in the amount of \$275,200 for the City Hall Basement Cooling System Update Project, in substantially the same form as submitted, for a period not to exceed 180 calendar days; and
- D. Authorize a contingency amount of \$15,000 in the event of an unexpected changed condition in the project and grant authority to the City Administrator to issue Change Orders for an amount up to the contingency amount, if necessary.

## Background:

The Public Works Department has identified a need to replace the cooling system that serves the Police Department in the basement of the City Hall complex. On June 15, 2021, a Notice Inviting Bids (NIB) and specifications for CS-1345, the City Hall Basement Cooling System Update Project (Project), were approved as to form by the City Attorney; and on June 17, 2021, the City Administrator authorized the advertisement of the NIB.

CS-1345 will facilitate the replacement of the existing cooling system, with the contractor furnishing labor, materials, equipment, services, and specialized skills to perform work related to the Project.

On June 29, 2021, Public Works advertised the NIB for the Project. The NIB was posted on the City's Planetbids website and was published in the local newspaper.

The bids for the Project were received and opened on July 14, 2021. The calculated results were as follows:

- |                               |              |
|-------------------------------|--------------|
| 1. Western Allied Corporation | \$275,200.00 |
| 2. F.M. Thomas Air            | \$298,726.00 |

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



**Fiscal Impact:**

An amount of \$200,000 has been budgeted in the Fiscal Year 2021-2022 under account 011.1049.900000 (City Hall Energy Management System) to replace the basement cooling system. The cost for the Project is estimated to be \$275,200 (a total of \$290,200 including the \$15,000 contingency). The additional funds required to complete the Project (potentially \$90,200) will be drawn from the account balance, as there are sufficient funds available.

**Attachments:**

1. [Contract No. CS-1345 - City Hall Basement Cooling System Update](#)

STANDARD FORM OF  
CONSTRUCTION CONTRACT BETWEEN  
CITY AND CONTRACTOR

This Agreement is made and entered into at Vernon, California this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between the CITY OF VERNON, a chartered municipal corporation (hereinafter "City") and Western Allied Corporation, a California corporation (hereinafter "Contractor"), for construction of City Hall Basement Cooling System Update, Contract No. CS-1345.

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. Notice Inviting Bids
- H. Instructions to Bidders
- I. Bid Forms
- J. 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. N/A

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:

CITY HALL BASEMENT COOLING  
SYSTEM UPDATE  

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CONTRACT NO. CS-1345

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4. TIME FOR PERFORMANCE

Contract Time. Contractor shall achieve Substantial Completion of the Work within 180 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 dollars (\$1000.00) 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 Two Hundred and Seventy-Five Thousand, Two Hundred dollars/no cents (\$275,200.00), payable as set forth in the General Conditions ("Contract Sum"). The actual direct cost of all Permit Fees is excluded from the Contract Sum, however Contractor's cost of administration and coordination of all Governmental Approvals and Utility Fees is included in the Contract Sum.

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

Executed at \_\_\_\_\_, California.



Western Allied Corporation:

By: \_\_\_\_\_  
An Authorized Signatory

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

CITY OF VERNON:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
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. Governmental Approvals and Utility Fees as required by any agency to be paid by the City of Vernon.
- HH. 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.
- II. Project Manual/Contract Package. The volumes of Contract Documents and reference documents assembled for the Work made available to Bidders.
- JJ. 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.
- KK. Site. The physical area designated in the Contract Documents for Contractor's performance of the Work.
- LL. 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.
- MM. 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.

- NN. 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.
- OO. Unilateral Change Order. See "Work Directive."
- PP. 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.
- QQ. 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.
- RR. 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.
- SS. Work Directive. A Work Directive is a unilateral written order issued by the City directing Contractor to continue performance of the Work or to perform a disputed change in the Work prior to agreement or adjustment, if any, in the Contract Sum, Contract Time, or both.

## 1.02 REPRESENTATIVES

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

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

- A. Except as otherwise provided in the Notice Inviting Bids, the Contractor shall apply for, obtain, and pay for all permits including, but not limited to, building or structure permits, plumbing system permits, mechanical system permits, electrical system permits, structural system permits, demolition permits, excavation permits, street use permits, driveway permits, sidewalk, curb, sewer, gutter, crosswalk, paving or other street work grading permits, street/utility use permits, OSHA permits, fire sprinkler permits, fence permits, blasting permits, landscaping/irrigation permits, and permits to demolish, remove, or make major alterations to any designated historic resource; inspections; and plan checks obtained after the Date of Commencement of the Work. The Notice Inviting Bids contains a list of permits and other Governmental Approvals and Utility Fees obtained and paid for by the City prior to the Date of Commencement; Contractor is responsible for obtaining all Governmental Approvals and

Utility Fees not listed in the Notice Inviting Bids.

- B. Contractor shall obtain a no-fee mechanical permit from the City of Vernon's Public Works 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.

#### 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>Western Allied Corporation</u>	
<u>12046 E. Florence Ave</u>	
<u>Santa Fe Springs, CA 90670</u>	
Attention:	<u>Mike Sanderson, P.E.</u>
Phone:	<u>(562) 944-6341</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>Kenneth Jackson, Facilities Supervisor</u>
Phone:	<u>(323) 583-8811 ext. 216</u>
E-mail:	<u>KJackson@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](http://www.cabmphandbooks.com)) for further information regarding the BMPs listed in Table 2-2.

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

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

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

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

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

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

The SWPPP shall include:

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

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

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

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

D. Best Management Practices

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

California Stormwater Quality Association  
P.O. Box 2313  
Livermore, CA 94551  
[www.cabmphandbooks.com](http://www.cabmphandbooks.com)

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

E. Implementation

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

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

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

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

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

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

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

G. Sewage Spill Telephone Notification

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

Sewer Maintenance Services..... City of Vernon Control Center (323) 826-1461

Fire Department Dispatch Center ..... 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:

Kenneth Jackson, Facilities Supervisor ..... (323)974-2391

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 One Hundred and Eighty (180) 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 dollars (\$1,000) 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 or 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; [NOTE: PUBLIC ENTITIES ARE REQUIRED TO INCLUDE PROVISIONS IN PUBLIC WORKS CONTRACTS FOR TIMELY NOTIFICATION TO THE CONTRACTOR OF THE RECEIPT OF ANY THIRD PARTY CLAIM RELATED TO THE CONTRACT, PC C §9201(b).
2. Defective Work. Defective Work not remedied;
3. Nonpayment. Failure of Contractor to make proper payments to its Subcontractors for services, labor, materials or equipment;
4. Inability to Complete. Reasonable doubt that the Work can be completed for the then unpaid balance of the Contract Sum or within the Contract Time;

5. Violation of Applicable Laws. Failure of Contractor or its Subcontractors to comply with applicable laws or lawful orders of governmental authorities;
6. Penalty. Any claim or penalty asserted against City by virtue of Contractor's failure to comply with applicable laws or lawful orders of governmental authorities (including, without limitation labor laws);
7. Failure to Meet Contract Time. Any damages which may accrue as a result of Contractor failing to meet the Construction Schedule or failing to perform within the Contract Time;
8. Setoff. Any reason specified elsewhere in the Contract Documents as grounds for a withholding offset or set off or that would legally entitle City to a set-off or recoupment;
9. Consultant Services. Additional professional, consultant or inspection services required due to Contractor's failure to comply with the Contract Documents;
10. Liquidated Damages. Liquidated damages assessed against Contractor;
11. Materials. Materials ordered by City pursuant to the Contract Documents;
12. Damages. Loss caused by Contractor or Subcontractor to City, Separate Contractors or any other person or entity under contract to City;
13. Clean Up. Clean up performed by City and chargeable to Contractor pursuant to the Contract Documents;
14. Employee Benefits. Failure of Contractor to pay contributions due and owing to employee benefits funds pursuant to any applicable collective bargaining agreement or trust agreement;
15. Required Documents. Failure of Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, Construction Schedule updates, 'look ahead' schedules, Submittals, Schedules of Values, information on Subcontractors, Change Orders, certifications and other required reports or documentation; and
16. Other Breach. A breach of any obligation or provision of the Contract Documents.

B. Release of Withholding

If and when City determines, in its sole discretion, that the above grounds for withholding have been removed and that all losses incurred or threatened have been paid, credited or otherwise satisfied, then payment shall be made for amounts withheld because of them.

C. Application of Withholding

City may apply sums withheld pursuant to Paragraph 7.08-A above, in payment of any loss or threatened loss as City determines, in its sole discretion, to be appropriate. Such payments may be made without a prior judicial determination of City's actual rights with respect to such loss. Contractor agrees and hereby designates City as its agent for such purposes, and agrees that such payments shall be considered as payments made under Construction Contract by City to Contractor. City shall not be liable to Contractor for such payments made in good faith. City shall submit to Contractor an accounting of such funds disbursed on behalf of Contractor. As an alternative to such payment, City

may, in its sole discretion, elect to exercise its right to adjust the Contract Sum as provided in the Contract Documents.

D. Continuous Performance

Provided City pays the undisputed portion, if any, of funds withheld in good faith, Contractor shall maintain continuous and uninterrupted performance of the Work during the pendency of any disputes or disagreements with City.

7.09 SUBSTITUTION OF SECURITIES

A. Public Contract Code

Pursuant to the requirements of California Public Contract Code Section 22300, upon Contractor's request, City will make payment to Contractor of any funds withheld from payments to ensure performance under the Contract Documents if Contractor deposits with City, or in escrow with a California or federally chartered bank in California acceptable to City ("Escrow Agent"), securities eligible for the investment of State Funds under Government Code Section 16430, or bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City, upon the following conditions:

1. Contractor shall be the beneficial owner or any securities substituted for monies withheld for the purpose of receiving any interest thereon.
2. All expenses relating to the substitution of securities under Public Contract Code Section 22300 and under this Paragraph 7.04, including, but not limited to City's overhead and administrative expenses, and expenses of Escrow Agent shall be the responsibility of Contractor.
3. Securities or certificates of deposit substituted for monies withheld shall be of a value of at least equivalent to the amounts of retention to be paid to Contractor pursuant to the Contract Documents.
4. If Contractor chooses to deposit securities in lieu of monies withheld with an Escrow Agent, Contractor, City and Escrow Agent shall, as a prerequisite to such deposit, enter into an escrow agreement, using the City's form, "Escrow Agreement for Deposit of Securities in Lieu of Retention."
5. Contractor shall obtain the written consent of Surety to such agreement.
6. Securities, if any, shall be returned to Contractor only upon satisfactory Final Completion of the Work.

B. Substitute Security

To minimize the expense caused by such substitution of securities, Contractor shall, prior to or at the time Contractor requests to substitute security, deposit sufficient security to cover the entire amount to be withheld. Should the current market value of such substituted security fall below the amount for which it was substituted, or any other amounts which the City withholds pursuant to the Contract Documents, Contractor shall immediately and at Contractor's expense and at no cost to City deposit additional security qualifying under Public Contract Code Section 22300 until the current market value of the total security deposited is no less than the amount subject to withholding under the Contract

Documents. Securities shall be valued as often as conditions of the securities market warrant, but in no case less frequently than once per month.

C. Deposit of Retentions

Alternatively, subject to the conditions set forth in Paragraph 7.04-A above, upon request of Contractor, City shall make payment of retentions directly to Escrow Agent at the expense of Contractor, provided that Contractor, City and Escrow Agent shall, as a prerequisite such payment, enter into an escrow agreement in the same form as prescribed in Part 4 of Paragraph A, above. At the expense of Contractor and at no cost to City, Contractor may direct the investment of the payments into securities and interest bearing accounts, and Contractor shall receive the interest earned on the investments. Escrow Agent shall hold such direct payments by City under the same terms provided herein for securities deposited by Contractor. Upon satisfactory Final Completion of the Work, Contractor shall receive from Escrow Agent all securities, interest and payments received by Escrow Agent from City, less escrow fees and charges of the Escrow Account, according to the terms of Public Contract Code Section 22300 and the Contract Documents.

D. Time for Election of Substitution of Securities

Notwithstanding the provision of 7.04 A, B, and C above and California Public Contract Code Section 22300, the failure of Contractor to request the Substitution of eligible securities for monies to be withheld by City within ten (10) days of the award of Contract to Contractor shall be deemed to be a waiver of all such rights.

7.10 CLAIMS

A. Arising of Claim.

1. Scope Change. When Contractor has a claim for an increase in the Contract Sum or Contract Time due to a scope change which has not yet become final, a "claim" will be deemed to arise once the Director has issued a decision denying, in whole or in part, the Contractor's Change Order Request.
2. Other Claims. In the case of a Claim by Contractor that does not involve an adjustment to the Contract Sum or Contract Time due to a scope change and which has not become final, the Claim may be asserted if, and only if, Contractor gives written notice to City of intent to file the Claim within three (3) days of the date of discovery relative to such circumstances (even if Contractor has not yet been damaged or delayed). Such written notice of intent to file a Claim shall be valid if, and only if, it identifies the event or condition giving rise to the Claim, states its probable effect, if any with respect to Contractor's entitlement to an adjustment of the Contract Sum or Contract Time and complies with the requirements of Paragraph 7.11-B, below. For purposes of this Paragraph 7.11, a Claim for which such written notice is required and has been given by Contractor shall be deemed to arise on the date that such written notice is received by City.

B. Content of Claim

A Claim by Contractor must include all of the following:

1. A statement that it is a Claim and a request for a decision on the Claim;

2. A detailed description of the act, error, omission, unforeseen condition, event or other circumstance giving rise to the Claim.
3. If the Claim involves an adjustment to the Contract Sum or Contract Time due to a change in scope, a statement demonstrating that all requisite notices were provided, including, without limitation, timely written notice and a Change Order Request as required by Article 6 of these General Conditions and timely notice of delay and request for extension of time in accordance with Article 3. If the Claim does not involve an adjustment to the Contract Sum or Contract Time due to a change in scope, a statement demonstrating that a notice of intent to file the Claim was timely submitted as required by Paragraph 7.10-A.2, above;
4. A detailed justification for any remedy or relief sought by the Claim including without limitation, a detailed cost breakdown in the form 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 Engineer 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/](http://www.dir.ca.gov/DLSR/PWD/). To the extent that there are any differences in the federal and state prevailing wage rates for similar classifications of labor, the Contractor and its Subcontractors shall pay the highest wage rate.
2. The Contractor shall post a copy of the general prevailing rate of per diem wages at the job site.
3. The Contractor and any Subcontractor under him/her shall pay not less than the specified prevailing rate of wages to all workers employed in the execution of the Contract.
4. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining Contract applicable to the particular craft, classification, or type of worker employed on the project.
5. The Contractor shall, as a penalty to the State or the City, forfeit not more than Fifty Dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the Work or craft in which the worker is employed under the Contract by the Contractor or by any Subcontractor under him. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.
6. The specified wage rates are minimum rates only and the City will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of payment by him/her of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at his/her own expense.

##### B. Payroll Records

1. Pursuant to California Labor Code Section 1776, the Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, Work classification, straight time and overtime hours worked each day and week, and the actual per

diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. The payroll records shall be certified and shall be available for inspection.

2. The Contractor shall inform the City of the location of the payroll records, including the street address, city and county, and shall, within five (5) Working Days, provide a notice of change in location and address.
3. Upon request by the Director, the Contractor shall provide a copy of the certified payroll records along with a statement of compliance.

#### 14.05 APPRENTICESHIP STANDARDS

- A. Compliance with California Labor Code Section 1777.5 requires all public works contractors and subcontractors to:
  1. Prior to commencing work on a public works contract, submit Contract Award information to the applicable joint apprenticeship committee, including an estimate of the journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. Use Form DAS-140 from the State Department of Industrial Relations. The City reserves the right to require Contractor and Subcontractors to submit a copy of said forms to the City.
  2. Employ apprentices for the public work at a ratio of no less than one (1) hour or apprentice work for every five (5) hours or labor performed by a journeyman. To request dispatch of apprentices, use Form DAS-142 from the State Department of Industrial Relations. The City reserves the right to require Contractor and Subcontractors to submit a copy of said forms to the City.
  3. Pay the apprentice rate on public works projects only to those apprentices who are registered, as defined in Labor Code Section 3077.
  4. Contribute to the training fund in the amount identified in the Prevailing Wage Rate publication for journeyman and apprentices. Contractors who choose not to contribute to the local training trust fund must make their contributions to the California Apprenticeship Council, P.O. Box 420603, San Francisco, CA 94142.
- B. Failure to comply with the provisions of California Labor Code Section 1777.5 may result in the loss of the right to bid or perform work on all public works projects for a period of one to three years and the imposition of a civil penalty of One Hundred Dollars (\$100.00) for each calendar day of noncompliance for the first violation and up to Three Hundred Dollars (\$300.00) for each calendar day of noncompliance for a second or subsequent violation. Contractor should make a separate copy of this material for each of his/her Subcontractors.
- C. Payroll Records. The Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman apprentice, worker or other employee employed in connection with the work. The payroll records shall be certified and shall be submitted to the Project Manager every two weeks.

- D. Statement of Employer Fringe Benefit Payments. Within five (5) calendar days of signing the Contract or Subcontract, as applicable, the Statement of Employer Payments (DLSE Form PW 26 from the State Department of Industrial Relations) shall be completed for each Contractor and Subcontractor of any tier who pays benefits to a third party trust, plan or fund for health and welfare benefits, vacation funds or makes pension contributions. The form must contain, for each worker classification, the fund, plan or trust name, address, administrator, the amount per hour contributed and the frequency of contributions. Training fund contributions shall also be reported in this form. City reserves the right to require Contractors and Subcontractors to submit a copy of said forms to the City.

#### 14.06 EMPLOYMENT OF APPRENTICES

- A. In the performance of this Contract, the Contractor and any Subcontractor shall comply with the provisions concerning the employment of apprentices in the Labor Code of the State of California and any amendments thereof.
- B. In the event the Contractor or any Subcontractor willfully fails to comply with the aforesaid provisions of the Labor Code, such Contractor or Subcontractor shall be subject to the penalties for noncompliance in the Labor Code of the State of California and any amendments thereof.

#### 14.07 REGISTRATION WITH THE STATE DEPARTMENT OF INDUSTRIAL RELATIONS

In the performance of this Contract, Contractor and/or any Subcontractor must be currently registered and qualified (including payment of any required fee) with the State Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the State Department of Industrial Relations.

#### 14.08 CHARACTER OF WORKERS

The Contractor shall not allow his/her agents or employees, Subcontractors, or any agent or employee thereof, to trespass on premises or lands in the vicinity of the Work. Only skilled foremen and workers shall be employed on Work requiring special qualifications, and when required by the Director, the Contractor shall discharge any person who commits trespass, or in the opinion of the Director, acts in a disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable manner. Any employee being intoxicated or bringing or having intoxicating liquors or controlled substances on the Work shall be discharged. Such discharge shall not be the basis of any claim for compensation of damages against the City or any of its officers, agents, and employees.

#### 14.09 NO SMOKING – STATE LABOR CODE SECTION 6404.5

The Contractor and its agents, employees, Subcontractors, representatives, and any person under Contractor's control, are prohibited from smoking in— or within a 20-foot distance from— the Site, which is a "place of employment" under California Labor Code § 6404.5.

[END OF ARTICLE]

## **ARTICLE 15 - DISPUTE RESOLUTION**

### **15.01 SUBMISSION OF CLAIMS**

#### **A. By Contractor**

Contractor's right to commence the Claims Dispute Resolution Process shall arise upon the Director's written response denying all or part of a Claim. Contractor shall submit a written Statement of Dispute to the Director within seven (7) Days after the Director rejects all or a portion of Contractor's Claim. Contractor's Statement of Dispute shall be signed under penalty of perjury and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the effect, if any, on the compensation due or performance obligations of Contractor under the Construction Contract. Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to the adjustment of the Contractor's obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on Contractor's time for performance. Adequate supporting data to a Statement of Dispute submitted by Contractor involving Contractor's compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

#### **B. By City**

City's right to commence the Claims Dispute Resolution Process shall arise at any time following the City's actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude City from asserting Claims in response to a Claim asserted by Contractor. A Statement of Dispute submitted by City shall state the events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by City as a result of such events.

#### **C. Claims Defined**

The term "claims" as used herein shall be as defined in California Public Contract Code § 20104(b)(2).

### **15.02 CLAIMS DISPUTE RESOLUTION PROCESS**

The parties shall utilize each of the following steps in the Claims Dispute Resolution Process in the sequence they appear below. Each party shall participate fully and in good faith in each step in the Claims Dispute Resolution Process, which good faith effort shall be a condition precedent to the right of each party to proceed to the next step in the Claims Dispute Resolution Process.

#### **A. Direct Negotiations**

Designated representatives of City and Contractor shall meet as soon as possible (but not later than ten (10) Days after receipt of the Statement of Dispute) in a good faith effort to negotiate a resolution to the Claim. Each party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such party, and with full authority to resolve such Claim then and there, subject only to City's right and obligation to obtain City Council [or other City official] approval of any agreed settlement or resolution. In the Claim involves the assertion of a right or claim by a Subcontractor against Contractor that is in turn being asserted by Contractor against City, then such Subcontractor shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the parties may either continue the negotiations or either party

may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

B. Deferral of Claims

Following the completion of the negotiations required by Paragraph 15.02-A., all unresolved Claims, except those that do not involve parties other than the Contractor and City, shall be deferred pending Final Completion of the Work, subject to City's right, in its sole and absolute discretion, to require that the claims Dispute Resolution Process proceed prior to Final Completion. In the event that City does not elect to proceed with the Claims Dispute Resolution Process prior to Final Completion of the Work, all Claims that have been deferred until such Final Completion shall be consolidated within a reasonable time after such Final Completion and thereafter pursued to resolution pursuant to the Claims Dispute Resolution Process. Nothing contained in this Article 15 shall be interpreted as limiting the parties' rights to continue informal negotiations of Claims that have been deferred until such Final Completion; provided, however, that such informal negotiations shall not be interpreted as altering the provisions of this Article 15 deferring final determination and resolution of unresolved Claims until after Final Completion of the Work.

C. Legal Proceedings

If the Claim is not resolved by direct negotiations then the party wishing to further pursue resolution or determination of the Claim shall submit the Claim for determination by commencing legal proceedings in a court of competent jurisdiction.

15.03 NO WAIVER

Participation in the Claims Dispute Resolution Process shall not constitute a waiver, release or compromise of any defense of either party, including, without limitation, any defense based on the assertion that the rights of Contractor that are the basis of a Claim were previously waived by Contractor due to failure to comply with the Contract Documents, including, without limitation, Contractor's failure to comply with any time periods for providing notices or for submission or supporting documentation of Claims.

[END OF ARTICLE]

## **ARTICLE 16 - ACCOUNTING RECORDS**

### **16.01 MAINTENANCE OF RECORDS**

Contractor shall keep, and shall include in its contracts with its Subcontractors, provisions requiring its Subcontractors to keep full and detailed books and records in accordance with the requirements of the Contract Documents, including the following: all information, materials and data of every kind and character (hard copy, as well as computer readable data if it exists), that have any bearing on or pertain to any matters, rights, duties or obligations relating to the Project or the performance of the Work, including, without limitation, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, change orders, change order requests, estimates, field orders, schedules, diaries, logs, reports, shop drawings, samples, exemplars, Drawings, Specifications, invoices, delivery tickets, receipts, vouchers, cancelled checks, memoranda; accounting records; job cost reports; job cost files (including complete documentation covering negotiated settlements); backcharge; general ledgers; documentation of cash and trade discounts earned; insurance rebates and dividends, and other documents relating in way to Claims or Change Orders, Construction Change Directives, Work Directives, or other claims for payment related to the Project asserted by Contractor or any Subcontractor ("Accounting Records"). Contractor shall exercise such controls as may be necessary for proper financial management of the Work. Such accounting and control systems shall comply with prevailing custom and practice for similar projects, be satisfactory to City and shall include preservation of such records for a period of five (5) years after approval of the Notice of Completion and Acceptance by City, or for such longer period as may be required by applicable laws.

### **16.02 ACCESS TO RECORDS**

Contractor shall allow and shall include in its contracts with its Subcontractors provisions requiring its Subcontractors to allow, City and its authorized representative(s), auditors, attorneys and accountants, upon twenty-four (24) 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 Contact  
(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, Public Works Director

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

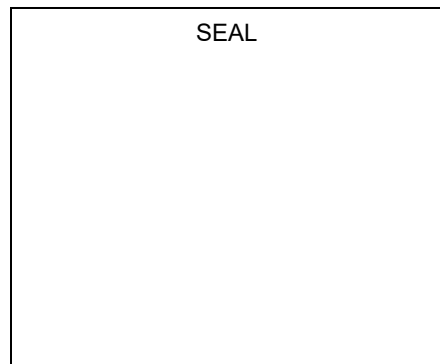


EXHIBIT 2

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, Public Works Director

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

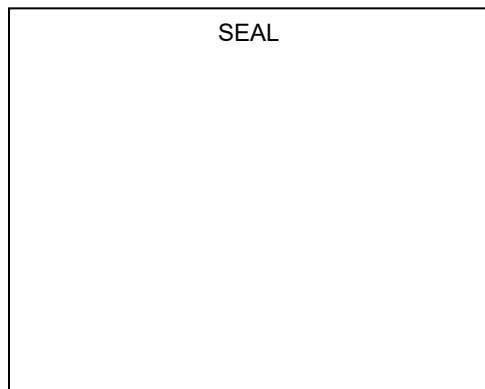


EXHIBIT 3

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)

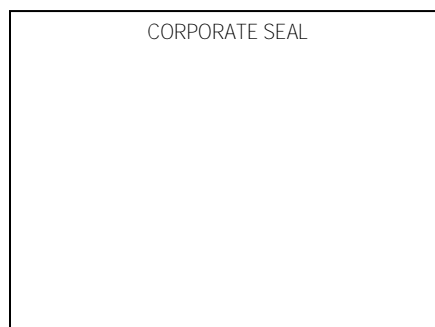
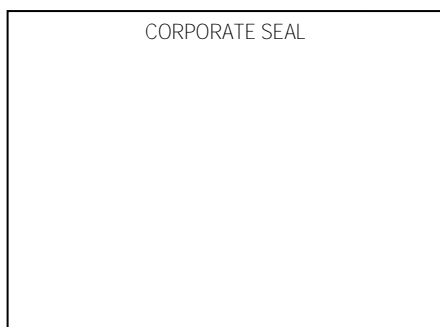
By: \_\_\_\_\_  
(Name and Title)

Address for Serving Notices or Other Documents:

Address for Serving Notices or Other Documents:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



- 
- *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, Public Works Director

By: \_\_\_\_\_  
Zaynah N. Moussa, Interim City Attorney



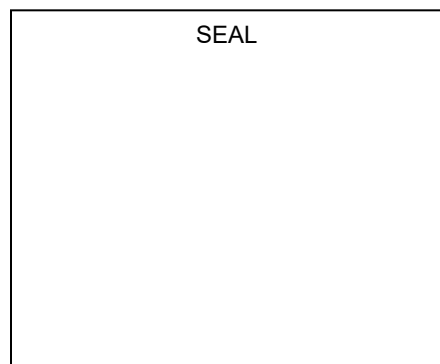
BOND ACKNOWLEDGMENT  
FOR  
SURETY'S ATTORNEY-IN-FACT

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

## SPECIAL PROVISIONS - SPECIFIC FOR THIS PROJECT

### CS-1345: CITY HALL BASEMENT COOLING SYSTEM UPDATE

**B-1.01 Scope of Work** – The proposed project will consist of replacing the existing cooling system that serves the Police Department side of the City Hall complex basement. The existing system consists of one (1) 25-ton condensing unit (CU) piped to a dual circuit multi-zone air handling unit (AHU). The new equipment will consist of the specified dual circuit multi-zone AHU and the two (2) specified 12.5-ton condensing units. The number of zones provided by the new multi-zone AHU is the same as existing, and the new AHU will connect to the existing zone ducts. The existing pneumatic controls will be replaced by the specified Digital Direct Controls (DDC).

Temporary air conditioning will be provided by the City for the duration of the system down time. Down time is expected to be no more than fifteen (15) calendar days from the shutoff of the original system; after that point, the contractor is responsible for the cost of the temporary air conditioning unless its continued use is due to delay(s) on the part of the City. Bridging steel from the existing CU pier supports and the new CU footprint are also included in the Scope of Work. It is expected that the new CUs will be supported at a level above the floor that is equal to the height of existing piers plus the bridging steel. Also included are round discharge ducts to move air from the CUs to the expanded metal grates above the units. The grates may be used to support the weight of the ducts. The ducts are to be sized approximately four (4) inches wider than the condenser fan blade diameter. Each discharge duct is to have a removable panel of ample size to permit access to and removal of condenser fan motor and blade.

The specified equipment has been selected to meet specific dimensional, size requirements, and compatibility with future system automation. **No substitutions will be accepted.**

In the event of any conflicts, refer to the “Procedure of Contract Documents” contained in General Conditions, Section 1.10.

#### **Scope of Services Required:**

The sequential scope of work is as follows:

1. Evacuate refrigerant and disconnect existing condensing unit and air handling unit. The contractor will leave the refrigerant on site for future use by owner and properly dispose of existing oil as a part of this scope of work.
2. Lift the expanded metal grates out of the way as required to remove the old CU out of the pit. Move the old AHU into the pit, then lift out. Lift the new AHU into the pit, then move to its location. Lift the bridging steel into place and secure; lift the new CUs into place; lift the CU discharge ducts and expanded metal grates into position. Proper disposal of old material per Environmental Protective Agency (EPA) requirements is included in this scope of work. Removal and replacement of the doors between the pit and the equipment room is to be done by the Contractor.
3. The new AHU has internal spring-type isolation. The unit itself shall be anchored to the floor per Zone IV Seismic Code requirements.
4. When the new CUs and AHU are in place, the refrigerant piping will be installed. A solenoid shut-off valve (wired to open when its CU is enabled and close when the CU is

disable), a replaceable core liquid line filter drier shell, and moisture indicating liquid line sight glass will be included for each CU/AHU circuit. A pressure transducer will be included in both the low and high side of each CU. Output information from the transducers will be displayed on the control system graphics both for diagnostic purposes and to permit a screen alarm to denote when the heat exchanger approach determined by the temperature in the pit versus head pressure indicate that the condenser coils need to be cleaned.

5. A new electrical circuit for each CU with fused disconnect mounted on the pit wall will be provided by the City. This service will be installed as far as the disconnect prior to the commencement of work. After the CUs are installed, the City will install conduit and wire to the CUs, with final terminations and start-up to be by the mechanical contractor. Upgrades to the AHU electrical service will be performed as required by the City, including disconnecting means, conduit, and wire to enable final connection to the motor. Final terminations and start-up will be by the mechanical contractor.
6. The new AHU's condensate drain line will connect to the existing unit's drain location.
7. The existing hot water service will be utilized for the new AHU's hot water coil, with new three-way mixing-type hot water control valve, Circuit Setter or equivalent flow balancing valve, Pete's plugs, strainer and at least one (1) union each on supply, return and mixing line.
8. All new and disturbed refrigerant and hot water piping will be insulated. Hot water piping, hot gas piping, and outdoor piping will be insulated with minimum 1" fiberglass insulation, with outdoor piping receiving a sealed aluminum jacket with PVC elbows and indoor piping receiving a paper jacket. Indoor suction line piping shall be insulated with 1" closed cell foam (Armaflex or similar).
9. The new AHU will extend far enough into the room to permit duct connection without disturbing the existing sprinkler pipe overhead in front of the existing unit. The zone ducts will be properly connected to the zoning damper via flex connections. A new quadrant-type balancing damper with a valve-style handle will be included for each zone duct.
10. The new AHU will be direct drive with VFD for balancing purposes. A fan status toroid will be included in the specified control system.
11. The control system shall use multi-protocol, generic controllers supporting both LonWorks and Bacnet. The system is to be generic; all programming tools shall be readily available on the open market and user interfaces shall be programmable using open and readily available tools. Proprietary systems not conforming to these requirements will not be acceptable. The control system shall connect and control the CUs, AHU, hot water coil, and zoning damper system. All related components, including solenoid valves, zoning damper position, room temperature, and equipment set points will be controlled by the control system, with the graphical interface showing the status of those points. The two (2) CUs shall have a LonTalk or Bacnet interface card to permit direct communication between the CUs and the specified control system. A new digital room sensor will be installed where existing pneumatic sensors exist. All low voltage wiring for the new DDC system, as well as low voltage transformers, control devices, and programming is included in this Scope of Work. Exposed low voltage wire in the equipment room and below ceiling level elsewhere will be run in conduit. Control wiring run above ceilings may be run in plenum rated cable without conduit. The pneumatic main airline shall be permanently capped at the most effective places where it serves the devices that are to be converted to DDC. The remaining pneumatic air system will still be required for other floors of the building, and shall remain operative throughout the project and beyond, other than brief shutdowns that

are to be scheduled in advance with the City for the purpose of capping the pneumatic air lines.

12. CUs will be controlled in a lead-lag fashion with hot gas bypass installed on both circuits. The hot gas circuit will consist of a solenoid valve and hot gas valve connected into a side inlet TXV. The solenoid will be enabled when the CU is enabled. A service isolation valve will be installed both upstream and downstream of the solenoid/hot gas valve combination.
13. The control system will display the status of all devices, hot and cold deck supply air temperature, and outside air temperature in the equipment pit. Room temperatures, duct temperatures, and zoning damper position will be displayed for each zone on a floor plan graphic. The floor plan graphic will be color-coded and highlight via color any zone not within two (2) degrees Fahrenheit (adjustable) of set point temperature.
14. The control system must be cross browser compatible.
15. Startup will include a complete start-up data report for the two (2) CUs and the AHU as well as an air balance report with air flow balanced per original plans. Proper installation and operation of the hot gas system and variable speed head pressure controls will be demonstrated. Final payment by the City shall not occur until these reports and demonstrations are received.

#### **Required Equipment**

- Two (2) Trane Model TTA1504DAB condensing units; 460/3/60 with Lon or Bacnet card and variable speed head pressure control; and
- One (1) Trane Model CSAA017UA blow thorough AHU with four (4) row DX coil and internal fan isolation. A Trane-furnished Thybar matching two (2) deck multizone module with two (2) row hot water coil and zoning dampers to be field mounted by the contractor. Five (5) HP direct drive 460/3/60 fan motor with VFD for balancing purposes.

B-1.02 Length of Contract – All work in the project must be completed within **one-hundred and eighty (180) calendar days** from the date of commencement as established by the City's written Notice to Proceed.

B-1.03 Specifications – The work shall be done in accordance with Contract No. CS-1345 Specifications; The 2016 California Residential Code, California Building Code, California Plumbing Code, California Mechanical Code, California Green Building Standards Code and Part 1 – General Provisions of the "Greenbook" Standard Specifications for Public Works Construction (2018 Edition).

B-1.04 Delays and Extensions of Time – The provisions of Section 6-4 entitled "Delays and Extensions of Time" of the Standard Specifications for Public Works Construction (2018) shall apply except as modified and supplemented below.

The second paragraph of subsection 6-4.1 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-1.05 Quality of Work – The provisions of Section 4-1 entitled "Control of Materials" of the Standard Specifications for Public Works Construction (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-1.06 Liquidated Damages – In accordance with Section 6-9 of the Standard Specifications for Public Works Construction (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 6-4 of the Standard Specifications for Public Works Construction (2018), the Contractor shall pay to the City, or have withheld from monies due it, the sum of \$1,000.

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-1.09 Permits, Inspections, Plan Checks, Governmental Approvals – Contractor shall submit plans and ply for a No-Fee Mechanical Permit.

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-hour notice to the City Engineer prior to the start of the work.

B-2.02 Construction Hours – The type of work below will have time restrictions as followed:

**All work shall occur Monday thru Thursday between the hours of 7 a.m. - 4 p.m.**

B-2.03 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 5-percent on the subcontracted portion of each extra work may be added by the Contractor.

**B-3.01 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-3.02 Notification of Utilities** –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-3.03 Noise Restrictions** – 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-4.01 Construction Order of Work** – Work shall be scheduled so as to lessen the impact upon neighboring properties.

**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 (2018) 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.
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. No stockpiling of material and construction equipment in or on areas outside of the construction site will be permitted on this project unless approved by the City Engineer. Upon the review and approval of the City, the Contractor may elect to obtain a storage yard for his materials and construction equipment for the duration of this contract in order that work on this project will proceed in an efficient manner. Said storage yard shall conform to all City regulations, ordinances, and zoning requirements and shall be maintained in a neat and orderly manner.
4. 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.



B-5.01 Character of Workers – If any subcontractor or person employed by the Contractor shall appear to the City Engineer to be incompetent, intemperate, troublesome, or acts in a disorderly or otherwise objectionable manner, he shall be immediately discharged from the project on the request of the City 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 6-7, "Termination of the Contract for Default," of the Standard Specifications for Public Works Construction (2018), demanding complete and satisfactory compliance with the Contract.

B-6.01 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-7.01 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 \$1,500. 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-8.01 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 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 nor 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 must be included in the various bid items, and no extra compensation will be paid to the Contractor.

B-9.01 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 grass areas, concrete pads and walkways. 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-10.01 Abandon in Place

No gas lines, electrical lines or water lines shall be abandoned in place. The replacement of the water, electrical and gas lines shall include the removal and disposal of existing lines. The cost for the removal and disposal shall be included in the various bid items and no additional compensation will be paid to the contractor. All demolition debris shall be hauled away in accordance with State regulations at no additional cost to the City.

B-11.01 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-12.01 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-13.01 Final Cleaning of Site and Restoration – The Contractor shall be responsible for cleaning and restoration of all damaged existing improvements at no cost to the City. The cost of such cleaning 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-14.01 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 work conform to these Specifications.

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.

**NOTICE INVITING BIDS**  
**for**  
**CITY HALL BASEMENT COOLING SYSTEM UPDATE**  
**CS-1345**  
**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., July 14, 2021**, by 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. ***Bids will be opened in the City Clerk’s Office at 2:00pm on July 14, 2021.*** 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.

The bids shall be clearly titled. Copies of the Bid Documents, Plans and Specifications are available at no charge at [www.cityofvernon.org/planetbids](http://www.cityofvernon.org/planetbids)

**Pre-Bid Meeting:**

A pre-bid meeting to answer any questions regarding the project plans and specifications is scheduled for July 7, 2021 at 10:30 am in the Public Works Department, 4305 Santa Fe Avenue, 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:** Public Works Department  
Attention: Kenneth Jackson, Facilities Supervisor  
Phone: (323) 583-8811 Ext. 216  
Email: [KJackson@ci.vernon.ca.us](mailto:KJackson@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:

Replacing the existing cooling system that serves the Police Department side of the City Hall complex basement. The existing system consists of one (1) 25-ton condensing unit (CU) piped to a dual circuit multi-zone air handling unit (AHU). The new equipment will consist of the specified dual circuit multi-zone AHU and the two (2) specified 12.5-ton condensing units. The number of zones provided by the new multi-zone AHU is the same as existing, and the new AHU will connect to the existing zone ducts. The existing pneumatic controls will be replaced by the specified Digital Direct Controls (DDC).

Temporary air conditioning will be provided by the City for the duration of the system down time. Down time is expected to be no more than fifteen (15) calendar days from the shutoff of the original system; after that point, the contractor is responsible for the cost of the temporary air conditioning unless its continued use is due to delay(s) caused by the City. Bridging steel from the existing CU pier supports and the new CU footprint are also included in the Scope of Work. It is expected that the new CUs will be supported at a level above the floor that is equal to the height of existing piers plus the bridging steel. Also included are round discharge ducts to move air from the CUs to the expanded metal grates above the units. The grates may be used to support the weight of the ducts. The ducts are to be sized approximately four (4) inches wider than the condenser fan blade diameter. Each discharge duct is to have a removable panel of ample size to permit access to and removal of condenser fan motor and blade.

The specified equipment has been selected to meet specific dimensional, size requirements, and compatibility with future system automation. **No substitutions will be accepted.**

In the event of any conflicts, refer to the "Procedure of Contract Documents" contained in General Conditions, Section 1.10.

**Note:** In order to be considered responsive, bids shall include enough information to determine that both the control system and the equipment listed in the Special Provisions are included as specified. Bids that do not clearly identify the control system to be installed (as well as its compliance with all of the requirements set forth in this Notice Inviting Bids) and equipment to be provided will not be considered responsive and will be rejected.

**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:

1. Bidder must possess a valid C-20 Contractors License.
2. Bidder shall have at least five (5) years of relevant experience performing services on similar projects;
3. Bidder is to provide, with proposal, at least three (3) satisfactory references for similar work performed in the past five (5) years; and
4. Bidder shall demonstrate an understanding of the project and knowledge of the disciplines necessary to complete the project and track records of delivering on time and on budget.

#### **Other Bidding Information:**

1. Contract Time: This Work must be completed within **180** calendar days from the date of commencement as established by the City's written Notice to Proceed.
2. Amount of Liquidated Damages: **\$1,000** per calendar day.
3. Required Construction Staging: Not part of Contract
4. Bidding Documents. Bids must be made on the Proposal Form contained herein.
5. Engineer's Estimate. An Engineer's Estimate has not been prepared.
6. 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.
7. 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): C-20 (Warm-Air Heating, Ventilating and Air-Conditioning).

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.

8. 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.

9. Permits, Inspections, Plan Checks, Governmental Approvals, Utility Fees and Similar Authorizations. Contractor shall submit plans and apply for a No-Fee Mechanical Permit.

Unless specified otherwise, all Governmental Approvals and Utility Fees shall be obtained and paid for by Contractor and will be reimbursed based on Contractor's actual direct cost without markup.

10. Bid Forms and Security: Each Bid must be made on the Bid Forms obtainable at the City of Vernon planet bids Website. 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.

11. Bid Irrevocability. Bids shall remain open and valid for ninety (90) calendar days after the Bid Deadline.

12. Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of securities for withheld funds is permitted in accordance therewith.

13. 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/](http://www.dir.ca.gov/DLSR/PWD/).

14. 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).

15. 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: 6/17/2021 (Approved as to form by the City Attorney's Office)

Published: 6/29/2021



**City of Vernon**  
**Instructions for Bidders**  
**CITY HALL BASEMENT COOLING SYSTEM UPDATE**  
**for the Department Public Works**

City personnel with whom prospective bidders will coordinate with are:

Kenneth Jackson, Public Works Department, 4305 Santa Fe Avenue, Vernon, CA 90058 (323) 583-8811 Ext. 216.

Bid opening date and time: July 14, 2021 at 2:00 pm (“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, two copies, and 1 pdf copy** 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." Notwithstanding the provisions of Paragraph 22 herein, the Bidder's 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 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 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 AFFIDAVIT OF NON-COLLUSION**

An Affidavit of Non-Collusion 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**

If provided in the General Conditions, Contractor shall be reimbursed for the actual direct cost of all Permit Fees, as defined in Paragraph 1.01 and addressed in 1.03 of the General Conditions. 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 for all Governmental Approvals and Utility Fees.

15. **SUBSTITUTIONS**

The specified equipment has been selected to meet specific dimensional, size requirements, and compatibility with future system automation. **No substitutions will be accepted.**

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 City Clerk, 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 Five (5) years with a cost equal to or in excess of the Bidder's Bid;
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.
- 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/](http://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
- C. 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.
- 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) 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.
- E. 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. Prevailing Wage Where Applicable. Upon request, certified payroll documents shall be provided to the City.
- B. 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]



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P.O. Box 3628  
12046 E. Florence Ave  
Santa Fe Springs, CA 90670  
(562) 944-6341

July 14, 2021

City of Vernon, California  
4305 Santa Fe Ave  
Vernon, CA 90058

Attn: Kenneth Jackson

Subject: City of Vernon, City Hall Basement Cooling System Update

Mr. Jackson,

Thank you for the opportunity to provide this proposal for the HVAC equipment replacement and controls upgrade at your facility. We hope that you find that the bid documents are in order and conform to the bid RFP for Contract No. CS-1345.

**Please note that we cannot adhere to a contract time of 90 days from notice to proceed.**

This project will require engineering and drawing preparation for plan check, plan check time allowance plus any resubmittals, equipment submittal review, equipment procurement, and time to perform the work. In this case, the current equipment lead time is approximately 70 to 77 days with shipping. Our vendor has informed us that equipment lead times are not consistent and recently have been increasing. We request that the contract be based on a period of 180 days or that liquidated damages be waived. If this cannot be accommodated, we respectfully remove our bid for consideration.

We have included the following:

1. Preparation of drawings for plan check
  - a. Plan check fees not included
2. Air balance pre-read to determine existing zone airflows to be used in the new system
3. Remove existing 25 ton condensing unit and multi-zone air handling unit
4. Install (2) 12.5 ton condensing units and air handling unit with DX cooling and hot water heating coils
5. Provide support rails for condensing units to sit on existing concrete posts
6. Provide all necessary duct transitions to make connections to existing zone ducts
7. Provide required refrigerant piping with insulation
8. Provide heating hot water piping connection
9. Install Condensate drain piping
10. Provide open protocol DDC controls to control: condensing units, Air handler, and zone controls
  - a. Controls will have secure web interface which will require a CAT 6 connection to the owner's network. We assume this connection to the new DDC server will be provided by the city. We will also require a port with a static IP address.
11. Provide all required rigging
12. 1-year warranty

Price for the work described above: **\$275,200**

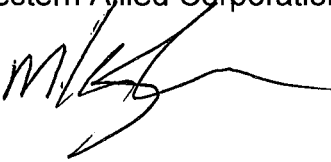
We have not included:

1. 90-day project duration. Please see explanation at the beginning of this proposal
2. Electrical work to be provided by the city per the RFP
  - a. Note that the existing disconnect for the condensing unit does not have proper electrical access. The new units will be located in the same area as the existing so please plan to install the new disconnects in a different area.
  - b. Also, the new AHU fan motor is expected to be 5 HP, which is greater than the existing 3 HP motor. This may require some upgrade in wiring.
  - c. We will need 120V power for the DDC controls
3. Temporary air conditioning to be provided by the City
4. We have not included the LAN connection to the owner's networks for DDC controls (needed for web interface)
5. Plan check fees
6. Overtime work

Thank you again for this opportunity. Please let me know if we can be of further assistance.

Mike Sanderson, P.E.

Vice President  
Western Allied Corporation





## 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: CITY HALL BASEMENT COOLING SYSTEM UPDATE , Specification No. CS-1345

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 Non-Collusion
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.

NA

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: Mike Sanderson Date of Inspection 7/02/21

Title: Vice President

Name: Mike Gallagher Date of Inspection 7/02/21

Title: President

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.

Contractor shall be reimbursed for the actual direct cost of all Permit Fees, if any, as defined in Paragraph 1.01 and addressed in Paragraph 1.03 of the General Conditions. 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. Bidder agrees that City will not be responsible for any errors or omissions on the part of the undersigned in making this Bid.

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 7th day of July, 2021, at Santa Fe Springs, CA  
City State

Bidder's Proposal  
Respectfully Submitted

NAME OF BIDDER

COMPANY

NAME: Western Allied Corporation

ADDRESS: 12046 Florence Ave

Santa Fe Springs, CA 90670

CONTACT PERSON: Mike Sanderson

TELEPHONE NUMBER: 562-944-6341

E-MAIL: msanderson@wasocal.com

CALIFORNIA STATE CONTRACTOR'S LICENSE NUMBER: 198821

EXPIRATION DATE: 5/31/21

TAX IDENTIFICATION NO.: 95-2122295

SURETY COMPANY: The Hanover Insurance Co.

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:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

List all d/b/a's: \_\_\_\_\_

☐

Partnership:

☐

General Partner

☐

Limited Partner

Name: \_\_\_\_\_

Title: \_\_\_\_\_

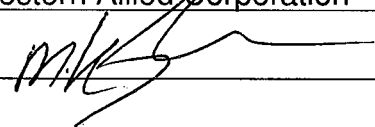
Signature: \_\_\_\_\_



Corporation:

Name: Western Allied Corporation

Corporate Officer Title: Vice President

Signature: 

Corporate Seal

☐

Joint Venture:

☐

Corporation

☐

Partnership

☐

Individual

☐

Other \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of all Joint Venturers: \_\_\_\_\_

[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: CITY HALL BASEMENT COOLING SYSTEM UPDATE, Specification No. CS-1345

BIDDER'S NAME: Western Allied Corporation

### 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:

Two Hundred Seventy Five Thousand Two Hundred Dollars (\$ 275,200 )

Item No.	Description	Units	Qty	Amount
1.	Replace the existing cooling system (A 25-ton Condensing Unit piped to a dual circuit multi-zone Air Handling Unit) that serves the Police Department side of the City Hall complex basement. The new equipment will consist of the specified dual circuit multi-zone AHU and the two (2) specified 12.5-ton condensing units per the Scope of Work.	LS	1	\$275,200
BID TOTAL		\$275,200		
WRITTEN AMOUNT		Two Hundred Seventy Five Thousand Two Hundred Dollars		

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:

Signature

VICE PRESIDENT

Title

198821

License Number

Address

12046 FLORENCE, SANTA FE SPRINGS, 90670

Date

7/12/21

Date of Expiration

5/31/22

(SEAL - if Bid is by a corporation)

Attest

10% OF BID AMOUNT (\$27,520)

Amount of Certified or Cashier's Check or Bid Bond

THE HANOVER INSURANCE CO.

Name of Bonding Company

## 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:

MIKE GALLAGHER

MIKE SANDERSON

CHAD HERRICK

RICK COLLIER

MATT CALABRESE

TODD BUCHANAN

TITLE:

PRESIDENT

VICE PRESIDENT

VICE PRESIDENT

VICE PRESIDENT

TEAM LEADER

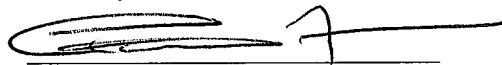
SERVICE AREA MANAGEMENT

The undersigned hereby certifies to the City of Vernon that he/she is the duly elected and acting Secretary of WESTERN ALLIED CORPORATION (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 13 day of JULY, 2021.

GEOFFREY JUWONO

Secretary's Name-Printed



Secretary's Signature

Bond No.: \_\_\_\_\_

Premium Amount: \$ \_\_\_\_\_

Bond's Effective Date: \_\_\_\_\_



BID BOND

RECITALS:

1. The City of Vernon, California ("City"), has issued a Notice Inviting Bids for the Work described as follows:  
Specification No. CS-1345 City Hall Basement Cooling System Update in Vernon, CA. ("Project").
2. In response to the Notice Inviting Bids, Western Allied Corporation, 12046 Florence Ave.,  
(Name, address, and telephone of Contractor)  
Santa Fe Springs, CA 90670 ("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

The Hanover Insurance Company  
(Name, address, and telephone of Surety)  
440 Lincoln Street, Worcester, MA 01653 714-415-3802 ("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 Total Amount Bid  
Dollars (\$ 10% of Total 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 Licensed Agent for Surety is:

Marsh USA Inc., 633 W. 5th Street, 12th Floor, Los Angeles, CA 90071, (213) 624-5555  
(Name, address, and telephone)  
Registered Agent's California Department of Insurance License No. 0437153

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: July 1, 2021

PRINCIPAL:

Western Allied Corporation

(Company Name)



(Signature)

By: Mike Sanderson

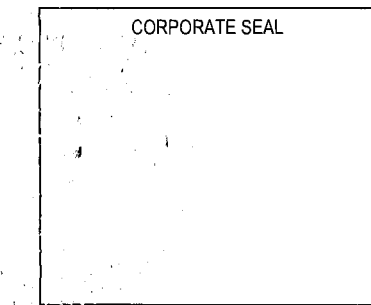
(Name)

Its: Vice President

(Title)

Address for Serving Notices or Other Documents:


\_\_\_\_\_



SURETY:

The Hanover Insurance Company

(Company Name)



(Signature)

By: Brenda Wong, Attorney-in-Fact

(Name)

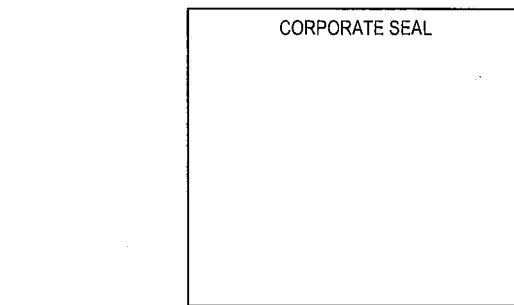
Its: Attorney-in-Fact

(Title)

Address for Serving Notices or Other Documents:

The Hanover Insurance Company, 440 Lincoln St,

Worcester, MA 01653



- 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.

BOND ACKNOWLEDGMENT  
FOR  
SURETY'S ATTORNEY-IN-FACT

STATE OF CALIFORNIA            )  
  ) ss  
COUNTY OF Los Angeles        )

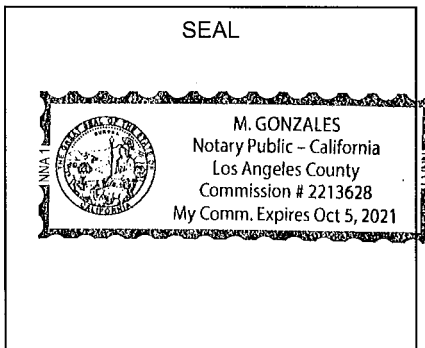
On this 1st day of July, 2021,

before me, M. Gonzales (name), a Notary Public for said County, personally appeared Brenda Wong, 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 The Hanover Insurance Company, and acknowledged to me that he/she subscribed the name of Western Allied Corporation 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.

M. Gonzales

M. Gonzales, Notary Public



THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Kari Davis, Brenda Wong, Tenzer V. Cunningham, Martha Gonzales and/or Joaquin Perez**

Of Marsh Risk & Insurance Services, Inc. of Los Angeles, CA each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

**Any such obligations in the United States, in any amount**

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 6th day of December, 2017.

The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

*John C. Roche*

John C. Roche, EVP and President



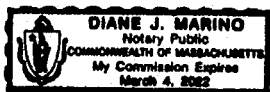
The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

*James H. Kawiecki*

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 6th day of December, 2017 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



*Diane J. Marino*  
Diane J. Marino, Notary Public  
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this day of

DEC 01 2021

CERTIFIED COPY

*Theodore G. Martinez*  
Theodore G. Martinez, Vice President

## BIDDER'S STATEMENT OF QUALIFICATIONS

### 1. ORGANIZATION

- 1.1 How many years has your organization been in business as a Contractor? 61 YEARS
- 1.2 How many years has your organization been in business under its present name? 61 YEARS
- 1.2.1 Under what other names has your organization operated?  
NA
- 1.3 If your organization is a corporation, answer the following:
- 1.3.1 Date of incorporation/organization: 12/21/60
- 1.3.2 State of incorporation/organization: CALIFORNIA
- 1.3.3 Corporate ID number: 95-2122295
- 1.3.4 Name of President: MIKE GALLAGHER
- 1.3.5 Agent for Service of Process: \_\_\_\_\_
- 1.4 If your organization is a partnership, answer the following:
- 1.4.1 Date of organization/formation: NA
- 1.4.2 Type of partnership (if applicable): NA
- 1.4.3 Name(s) of general partner(s): NA
- 1.4.4 List all states in which you are registered and state ID numbers for each:  
\_\_\_\_\_  
\_\_\_\_\_
- 1.5 If your organization is individually owned, answer the following:
- 1.5.1 Date of organization: NA
- 1.5.2 Name of owner: NA
- 1.6 If the form of your organization is other than those listed above, describe it and name the principals: NA  
\_\_\_\_\_  
\_\_\_\_\_

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, 198821, C36 C20  
VERNON, CBL-011730, CONTRACTOR

- 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

NA

- 2.3 List any licensing suspensions and/or violations assessed against your organization within the past five years.

NAVE

3. EXPERIENCE

- 3.1 List the categories of Work that your organization normally performs with its own personnel. DESIGN BUILD MECHANICAL CONTRACTING;  
HVAC

- 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.

- 3.3 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).

- 3.4 On a separate sheet, list the experience and present commitments of the key individuals of your organization.

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:

THE HANOVER INSURANCE CO.

8.2 Name and address of agent:

TENZER CUNNINGHAM - MARSH RISK & INSURANCE SVC.  
633 W. 5TH ST. SUITE 1200, L.A. CA 90071

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



MIKE SANDERSON / VICE PRESIDENT



## BIDDER'S EXPERIENCE FORM

PROJECT NAME: CITY HALL BASEMENT COOLING SYSTEM UPDATE

SPECIFICATION NO. CS-1345

COMPANY NAME: Western Allied Corporation

\*\*\*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	11/21/18	5/31/19	\$569,200	City of San Bernardino	555 W. 6th St.	Nadeem Syed, P.E.	909-384-5902
				Feldheym Central Library	San Bernardino, CA 92410		
				HVAC Upgrade			
2	5/30/18	12/31/18	\$518,000	Jesmar Florence	8050 Florence Ave	Diana Garcia Taylor	562-923-1320
				HVAC Upgrade	Downey, CA 90241		
				Jesmar Properties			
3	11/23/16	6/26/17	\$546,950	Jesmar Telegraph	9040 Telegraph Rd.	Diana Garcia Taylor	562-923-1320
				HVAC Upgrade	Downey, CA 90241		
				Jesmar Properties			

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: Mike Sanderson

State of California Contractor's License No. 198821

Contractor's License expiration date 5/31/22

## CONTRACTOR SAFETY QUESTIONNAIRE

Company Name: Western Allied Corporation

Primary Type of Work: HVAC

Person Completing Form: Mike Sanderson

Title: Vice President Phone Number: 562-944-6341

Date: 7/12/21

### SAFETY PERFORMANCE

1. List your company's Interstate Experience Rating Modifier (ERM) 1 for the three most recent years.

<u>20 20</u>	<u>0.90</u>
<u>20 19</u>	<u>0.88</u>
<u>20 18</u>	<u>0.89</u>

2. List your company's number of injuries/illnesses from your OSHA 300 logs for the three most recent years.

	<u>20 20</u>	<u>20 19</u>	<u>20 18</u>
a. Fatalities	<u>0</u>	<u>0</u>	<u>0</u>
b. OSHA recordable incidents	<u>5</u>	<u>11</u>	<u>6</u>
c. Lost work day incidents	<u>3</u>	<u>6</u>	<u>5</u>
d. Total lost work days	<u>287</u>	<u>174</u>	<u>380</u>
e. Total hours worked	<u>348660</u>	<u>368411</u>	<u>314906</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 Mike Sanderson

b. Phone 562-944-6341

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
- a. Do you have a written safety program manual? Circle One  
☒ Yes ☐ No  
1) Last revision date 2/2021
- 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:
- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Accident reports?   | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <input checked="" type="checkbox"/> Safety statistics?  | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <input checked="" type="checkbox"/> Inspection reports? | <input checked="" type="radio"/> Yes <input type="radio"/> 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):
- |  |   |
|--|---|
| <input type="checkbox"/> Pre-employment testing              | <input type="checkbox"/> Return-to-duty testing           |
| <input type="checkbox"/> Random testing                      | <input type="checkbox"/> Disciplinary process             |
| <input checked="" type="checkbox"/> Reasonable cause testing | <input type="checkbox"/> Alcohol testing                  |
| <input checked="" type="checkbox"/> Post accident testing    | <input type="checkbox"/> National Institute on Drug Abuse |
| <input type="checkbox"/> 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:
- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Pre project/task planning  | <input checked="" type="checkbox"/> Emergency procedures              |
| <input checked="" type="checkbox"/> Record keeping             | <input checked="" type="checkbox"/> Audits/inspections                |
| <input checked="" type="checkbox"/> Safety committees          | <input checked="" type="checkbox"/> Accident investigations/reporting |
| <input checked="" type="checkbox"/> HAZCOM                     | <input checked="" type="checkbox"/> Training documentation            |
| <input checked="" type="checkbox"/> Substance abuse prevention | <input checked="" type="checkbox"/> Hazardous work permits            |
| <input checked="" type="checkbox"/> Return-to-work             | <input checked="" type="checkbox"/> 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? ANNUAL / 2/21

- b. What work practices are addressed by your work rules?

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> CPR/first aid  | <input type="checkbox"/> Access—entrances/stairs                        |
| <input checked="" type="checkbox"/> Barricades, signs, and signals                           | <input type="checkbox"/> Respiratory protection                         |
| <input type="checkbox"/> Blasting  | <input type="checkbox"/> Material handling/storage                      |
| <input type="checkbox"/> Communications  | <input checked="" type="checkbox"/> Temporary heat                      |
| <input checked="" type="checkbox"/> Compressed air and gases                                 | <input checked="" type="checkbox"/> Vehicle safety                      |
| <input type="checkbox"/> Concrete work   | <input type="checkbox"/> Traffic control                                |
| <input checked="" type="checkbox"/> Confined-space entry                                     | <input type="checkbox"/> Site visitor escorting                         |
| <input checked="" type="checkbox"/> Cranes/rigging and hoisting                              | <input type="checkbox"/> Public protection                              |
| <input checked="" type="checkbox"/> Electrical grounding                                     | <input type="checkbox"/> Equipment guards and grounding                 |
| <input checked="" type="checkbox"/> Environmental controls and Occupational health           | <input type="checkbox"/> Monitoring equipment                           |
| <input checked="" type="checkbox"/> Emergency procedures                                     | <input checked="" type="checkbox"/> Flammable material handling/storage |
| <input checked="" type="checkbox"/> Fire protection and prevention                           | <input type="checkbox"/> Site sanitation                                |
| <input checked="" type="checkbox"/> Floor and wall openings                                  | <input type="checkbox"/> Trenching and excavating                       |
| <input checked="" type="checkbox"/> Fall protection  | <input checked="" type="checkbox"/> Lockout/Tagout                      |
| <input checked="" type="checkbox"/> Housekeeping   | <input checked="" type="checkbox"/> Energized/pressurized equipment     |
| <input checked="" type="checkbox"/> Ladders and scaffolds                                    | <input checked="" type="checkbox"/> Personal protective equipment       |
| <input checked="" type="checkbox"/> Mechanical equipment/maintenance/pre-op checks/operation | <input checked="" type="checkbox"/> Tools, power and hand               |
| <input checked="" type="checkbox"/> Welding and cutting (hot work)                           | <input type="checkbox"/> Electrical power lines                         |
| <input checked="" type="checkbox"/> Other <u>COVID-19</u>                                    |   |

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):

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## DESIGNATION OF SUBCONTRACTORS

NAME OF BIDDER: WESTERN ALLIED CORP.

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
SO-CAL INSULATION	Pete@so-cal insulation.com	INSULATION	2401 EADS ST. LA, CA 90031

License Number	Public Works Contractor Registration Number	Dollar (\$) Value
824734	SB#KZ8040	\$ 3,500.00

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.
3. Did you have any source of subcontractors' bids other than bid depositories?
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:
  - (b) Name of person or group:
  - (c) Job involved (if applicable):
  - (d) Nature of the threats:
  - (e) Additional comments:  
(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 12 day of JULY, 2021.

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

By: 

Title: VICE PRESIDENT

# CONTRACTOR'S AFFIDAVIT OF NON-COLLUSION

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) ss

MIKE SANDERSON being first duly sworn, deposes and says:

1. That he/she is the VICE PRESIDENT (Title of office if a corporation, "sole owner," "Partner," or other proper title) of WESTERN ALLIED CORP, (hereinafter called "Contractor") who has submitted to the City of Vernon a Bid for the construction of the CITY HALL BASEMENT COOLING SYSTEM UPDATE, CS-1345;
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 13 day of JULY/2021 at SANTA FE SPRINGS, CA  
Month/Year City State

MIKE SANDERSON / WESTERN ALLIED  
Contractor (Please Print)

  
Contractor's Signature

VICE PRESIDENT  
Title

CONTRACTOR'S SIGNATURE MUST BE NOTARIZED  
SEE ATTACHED

SEE SEPERATE PAGE

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.

_____ Name of Insurance Company		_____ Date	
_____ Insurance Agent's Name (Printed)		_____ Insurance Agent's Name	
(signature) _____			
_____ Address	_____ City	_____ State	_____ Zip Code
_____ Telephone Number		_____ Email Address	
_____			
_____ Contractor's Name		_____ City Specification Number	
_____			
<i>Below State the Name of Insurance Company Providing Coverage:</i> DO NOT write "Will Provide," "To Be Determined," "When Required," or similar phrases.			
_____ Commercial General Liability		_____ Automobile Liability	
_____ Workers' Compensation Liability			
_____ City Will Purchase Policy, if required		_____ Pollution Liability	
_____ Builders Risk			

[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.



**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

- ☒ See Attached Document (Notary to cross out lines 1–6 below)  
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

1 \_\_\_\_\_  
 2 \_\_\_\_\_  
 3 \_\_\_\_\_  
 4 \_\_\_\_\_  
 5 \_\_\_\_\_  
 6 \_\_\_\_\_  
 Signature of Document Signer No. 1 \_\_\_\_\_ Signature of Document Signer No. 2 (if any) \_\_\_\_\_

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

Subscribed and sworn to (or affirmed) before me

on this 13 day of July, 2021,  
 by \_\_\_\_\_ Date \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

(1) MIKE SANDERSON

(and (2) \_\_\_\_\_),  
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Place Notary Seal and/or Stamp Above

Signature \_\_\_\_\_  
 Signature of Notary Public

**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: AFFIDAVIT OF NON-COLLUSION

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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.

<u>Zurich American Insurance Company</u> Name of Insurance Company	<u>11/01/20 - 11/01/2021</u> Date
<u>HUB International Insurance Services, Inc.</u> Insurance Agent's Name (Printed)	<u>Sevara A Alimova</u> Insurance Agent's Name
(signature) <u>Sevara A. Alimova</u>	
<u>HUB International Insurance Services 600 Corporate Pointe, Ste; 600, Culver City, CA 90230</u> Address	<u>City</u> <u>State</u> <u>Zip Code</u>
<u>310-568-7640</u> Telephone Number	<u>sevara.alimova@hubinternational.com</u> Email Address

<u>WESTERN ALIRO CORP.</u> Contractor's Name	<u>C.S-1345</u> City Specification Number
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*Below State the Name of Insurance Company Providing Coverage:*  
DO NOT write "Will Provide," "To Be Determined," "When Required," or similar phrases.

<u>Zurich American Insurance Company</u> Commercial General Liability	<u>Zurich American Insurance Company</u> Automobile Liability
<u>Zurich American Insurance Company</u> Workers' Compensation Liability	
<u>City Will Purchase Policy, if required</u> Builders Risk	<u>Indian Harbor Insurance Company</u> 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.

# CERTIFICATE OF EQUAL OPPORTUNITY PRACTICES

City of Vernon  
4305 Santa Fe Avenue  
Vernon, CA 90058  
(323) 583-8811

Website: [www.cityofvernon.org](http://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: WESTERN ALLIED CORPORATION

Business Telephone: 562-944-6341

Address: 12046 FLORENCE AVE

City: SANTA FE SPRINGS State: CA Zip 90670

Contact Person MIKE SANDERSON E-mail Address MSANDERSON@WASOCAL.COM  
(optional)

Tax ID Number (or Social Security Number) 95-2122295

Remit Address (if different)  
\_\_\_\_\_

Please state clearly and concisely the type(s) of goods and services your company provides:

DESIGN BUILD MECHANICAL CONTRACTING; HVAC  
CONTRACTING

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: WESTERN ALLIED CORPORATION Project: VERNON CITY HALL BASEMENT COOLING SYSTEM UPDATE

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
<u>HVAC MECHANIC</u>	<u>6-8</u>	<u>0</u>
Are any current employees or potential new hires Vernon residents? If so, how many?	<u>NA</u>	

# City Council Agenda Item Report

Agenda Item No. COV-769-2021

Submitted by: Daniel Wall

Submitting Department: Public Works

Meeting Date: September 21, 2021

## **SUBJECT**

Amendment to Vernon Municipal Code Chapter 22 to Regulate Sidewalk Vendors

## **Recommendation:**

- A. Find that the proposed action is categorically exempt under the California Environmental Quality Act (CEQA) review, in accordance with CEQA Guidelines Section 15061(b)(3), because there is no possibility that regulation of sidewalk vending will have a significant effect on the environment;
- B. Waive full reading and introduce and conduct first reading of Ordinance No. 1276 adding Article X to Chapter 22 of the Municipal Code regulating sidewalk vending; and
- C. Direct staff to schedule second reading and adoption for the October 5, 2021 City Council meeting.

## **Background:**

Sidewalk vending promotes entrepreneurship and can provide a vibrant street scene. In order to protect the health, safety and welfare of the public, sidewalk vending must be regulated. On September 17, 2018, Senate Bill No. 946 (SB 946) was signed into law. SB 946 decriminalizes sidewalk vending and limits local regulations to those expressly provided for in the bill, or are otherwise “directly related to objective health, safety, or welfare concerns”. The Vernon Municipal Code (VMC) does not currently address or regulate sidewalk vending operations and, therefore, staff is recommending that City Council consider adoption of Ordinance No. 1276, adding Article X to Chapter 22 of the VMC.

This ordinance, in conformance with State law, creates a permit system and general regulations that sidewalk vendors must follow. Some of the regulations include:

\*Maintaining unobstructed sidewalks, pathways, streets, and alleys;

\*Limiting sidewalk vendors' hours of operation within areas adjacent to residential zones, and prohibiting stationary sidewalk vending in areas zoned exclusively residential to protect the safety of vendors and residents, and to promote the welfare of residents by prohibiting commercial activities and associated noise and traffic during hours and in zones wherein residents can and should expect peace and quiet;

\*Limiting sidewalk vendors' hours of operation and prohibiting the operation of any sidewalk vendor who is a state-registered sex offender within 500 feet of schools to protect the health and safety of children, including but not limited to the danger that could be caused by sidewalk congestion when school children are arriving or leaving in large numbers;

\*Requiring every sidewalk vendor to adhere to the provisions of California Health and Safety Code, Division 104 (Environmental Health), Part 7 (California Retail Food Code) to prevent food-borne illness and protect the health and safety of the public;

\*Preventing the sale of alcohol, cannabis, tobacco products, any product containing nicotine, adult-oriented materials, or any products used to smoke/vape cannabis or nicotine to protect the health and safety of the public and to ensure that minors do not gain illegal access to these products;

\*Requiring insurance to protect the health and safety of the public and the sidewalk vendors from bodily and property damage resulting from sidewalk vendors' activities, and to protect the City against claims arising during the vendors' and patrons' uses of City property for their commercial activity (similar to the insurance required for right-of-way encroachment permits).

The regulations in the Ordinance allow sidewalk vendors to operate in the City while protecting the health, safety, and welfare of vendors, their prospective patrons, pedestrians, those protected by the Americans with Disabilities Act, and the public at large.

**Fiscal Impact:**

There is no fiscal impact associated with this report.

**Attachments:**

1. [Ordinance No. 1276](#)

## ORDINANCE NO. 1276

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VERNON, CALIFORNIA, ADDING ARTICLE X TO CHAPTER 22 OF THE VERNON MUNICIPAL CODE REGARDING SIDEWALK VENDORS

#### SECTION 1. Recitals.

- A. On September 17, 2018, Senate Bill No. 946 (SB 946) was signed into law, adding sections 51036-51039 to the California Government Code.
- B. SB 946 decriminalizes sidewalk vending and limits local regulations to those expressly provided for in the bill or are otherwise “directly related to objective health, safety, or welfare concerns”.
- C. SB 946 only applies to sidewalk vending in public rights-of-way, and private rights-of-way are still subject to private and local control.
- D. The Vernon Municipal Code does not currently address or regulate sidewalk vending operations.
- E. The City desires to adopt a sidewalk vending ordinance setting forth operational requirements for sidewalk vending within the City to ensure compliance with state law and to protect the health, safety, and welfare of the public.

#### THE CITY COUNCIL OF THE CITY OF VERNON HEREBY ORDAINS:

SECTION 2. The City Council of the City of Vernon hereby finds and determines that the above recitals are true and correct and are a substantial part of this Ordinance.

SECTION 3. The City Council hereby finds that adoption of this Ordinance is exempt from the California Environmental Quality Act (“CEQA”), in accordance with CEQA Guidelines § 15061(b)(3), because there is no possibility that regulation of sidewalk vending will have a significant effect on the environment.

SECTION 4. The City Council hereby finds that this Ordinance is adopted consistent with the authority under SB 946 to regulate the time, place and manner of sidewalk vending operations in the City’s jurisdiction, in the interest of promoting public health, safety and welfare.

SECTION 5. The City Council further finds that such restrictions on street vending are necessary to:

1. Prevent interference with public safety personnel in the performance of their duties.

2. Maintain unobstructed sidewalks, pathways, streets, alleys, etc., to allow pedestrians and vehicular traffic, including ingress and egress from any building, place or business, from street to sidewalk, or by persons exiting or entering parked or standing vehicles, particularly for individuals with disabilities.
3. Allow continued public access, use, and maintenance of public facilities, including but not limited to paths, sidewalks, traffic signs/signals, fire hydrants, and public transportation services.
4. Limit sidewalk vendors' hours of operation within areas adjacent to residential zones, and prohibit stationary sidewalk vending in areas zoned exclusively residential, to protect the safety of vendors and residents and to promote the welfare of residents by prohibiting commercial activities and associated noise and traffic during hours and in zones wherein residents can and should expect peace and quiet.
5. Limit sidewalk vendors' hours of operation and prohibit the operation of any sidewalk vendor who is a state-registered sex offender within 500 feet of schools to protect the health and safety of children, including but not limited to the danger that could be caused by sidewalk congestion when school children are arriving or leaving in large numbers.
6. To prevent food-borne illness and protect the health and safety of the public, every sidewalk vendor is required to adhere to the provisions of California Health and Safety Code, Division 104 (Environmental Health), Part 7 (California Retail Food Code).
7. Prevent sidewalk vendors from selling alcohol, cannabis, tobacco products, any product containing nicotine, adult-oriented materials, or any products used to smoke/vape cannabis or nicotine to protect the health and safety of the public to ensure that minors do not gain illegal access to these products.
8. Require sidewalk vendors to obtain insurance to protect the health and safety of the public and employees of sidewalk vendors, because insurance would help ensure a source of funding for bodily and property damage resulting from sidewalk vendors' activities. Further, compelling sidewalk vendors to provide liability insurance with the City named as an additional insured with respect to liability arising out of a vendor's use of City property is necessary to protect the City against claims for bodily injury and property damage arising during the vendors' and patrons' uses of City property for their commercial activity.
9. As to all other regulations set forth in the Ordinance, they are directly related to objective health, safety, and welfare concerns, including but not limited to the health, safety and welfare of vendors, their prospective patrons, pedestrians, those protected by the Americans with Disabilities Act, those operating motor



vehicles at intersections and in rights-of-way adjacent to sidewalks, and the public at large.

SECTION 6. Article X of Chapter 22, is hereby added to the Vernon Municipal Code, as follows:

## Chapter 22 Streets and Sidewalks

### Article X. Sidewalk Vending

#### **Table of Contents**

22.200	Purpose.
22.210	Definitions.
22.220	Sidewalk vending permits.
22.230	General regulations.
22.240	Location-specific regulations.
22.250	Violation-Penalty.
22.260	Ability-to-pay determination.
22.270	Removal or disposal of seized property.
22.280	Revocation of permit.

#### **Section 22.200. Purpose.**

Sidewalk vending promotes entrepreneurship and can provide a vibrant street scene. The procedures and standards in this article are intended to provide an orderly framework allowing street vending while protecting the health and wellbeing of the public.

#### **Section 22.210. Definitions.**

As used in this article, the following meanings shall apply:

"Roaming sidewalk vendor" means a sidewalk vendor who moves from place to place and stops only to complete a transaction.

"Sidewalk vending receptacle" means a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance.

"Sidewalk vendor" means a person who sells food or merchandise from a sidewalk vending receptacle, or from one's person, upon a public sidewalk or other pedestrian path.

"Stationary sidewalk vendor" means a sidewalk vendor who vends from a fixed location.

**Section 22.220. Sidewalk vending permits.**

- (a) Only sidewalk vendors with valid sidewalk vending permits issued by the Public Works Director may vend upon the city's public streets or right-of-ways.
- (b) A sidewalk vending permit shall be valid for a period of one (1) year from the date of issuance, unless sooner revoked as set forth in this article.
- (c) To apply for a sidewalk vending permit, the applicant must provide:
  - 1. A completed application form containing:
    - (i) Their name and mailing address;
    - (ii) Description of the merchandise offered for sale or exchange;
    - (iii) If the sidewalk vendor is an agent of an individual, company, partnership, or corporation, the name and business address of the principal and any owners of the company, partnership, or corporation;
    - (iv) Certification that the information is true to his or her knowledge and belief; and
    - (v) Provide proof of liability insurance as required by, and in a form acceptable to, the Finance Department.
  - 2. A copy of a California's driver's license or identification card, an individual taxpayer identification number, or a Social Security number. Such information is not a public record and will remain confidential as required by Government Code section 51038(c)(4).
  - 3. A copy of a valid California Department of Tax and Fee Administration seller's permit, as required.
  - 4. A copy of a valid mobile food permit issued by the City of Vernon Health and Environmental Control Department, as required.

5. A statement indicating whether the sidewalk vendor intends to operate as a stationary sidewalk vendor or a roaming sidewalk vendor and, if roaming, the intended method and path of travel.
- (d) To ensure the safety of residents and the merchantability of products sold by vendors without a fixed place of business, the city requires all sidewalk vending applicants to undergo a fingerprinting background check and to submit the results to the City as an attachment to their application.
- (e) The sidewalk vending permit application shall require the applicant to agree, in writing, to comply with all the provisions of this article and all applicable provisions of the Vernon Municipal Code.

### **Section 22.230. General regulations.**

- (a) To maintain accessibility standards for the disabled, every sidewalk vendor operating on any public street or right-of-way must ensure that no obstruction is placed in the public street or right-of-way that would reduce the width of the public street or right-of-way to less than forty-eight (48) inches, exclusive of the top of the curb. No obstruction shall be located in a public street or right-of-way less than six (6) feet in width when the sidewalk is adjacent to the curb.
- (b) To prevent food-borne illness and protect the health and safety of the City's residents, every sidewalk vendor selling any food or beverage is required to adhere to the provisions of California Health and Safety Code, Division 104 (Environmental Health), Part 7 (California Retail Food Code).
- (c) A sidewalk vending permit does not provide an exclusive right to operate within any specific portion of the public street or right-of-way.
- (d) No equipment or objects used for sidewalk vending purposes may be left unattended in public spaces or in any portion of the public street or right-of-way from 10:00 p.m. to 6:00 a.m. Any equipment or objects left overnight in public spaces or in any portion of the public street or right-of-way will be considered discarded and may be seized or disposed of by the City in accordance with this article.
- (e) To facilitate the enforcement of this article, every sidewalk vendor must display their city-issued sidewalk vending permit on the street-side portion of their sidewalk vending receptacle when operating in the public street or right-of-way.
- (f) To preserve accessibility to private and public facilities, a sidewalk vendor operating on any public street or right-of-way must ensure that no obstruction is placed impeding entry to and exit from a business or residence or access to a public facility.
- (g) A sidewalk vendor shall not engage in the selling of alcohol, cannabis, tobacco products, products that contain nicotine or any product used to smoke/vape nicotine

or cannabis, or adult-oriented material depicting, describing or relating to sexual activities.

- (h) A sidewalk vendor must carry a waste disposal bag or container to permit the disposal of trash, food, or liquids.
- (i) No sidewalk vending receptacle shall contain or use propane, natural gas, or other explosive or hazardous materials. A sidewalk vendor may not use an open flame on or within any sidewalk vending receptacle.
- (j) Sidewalk vending receptacles shall not touch, lean against, or be affixed at any time to any building or structure including, but not limited to lampposts, parking meters, mailboxes, traffic signals, fire hydrants, benches, bus shelters, newsstands, trashcans or traffic barriers.
- (k) The City Administrator or designee may adopt administrative regulations imposing additional requirements consistent with this article and all other applicable laws in order to regulate the time, place, and manner of vending.

**Section 22.240. Location-specific regulations.**

- (a) Sidewalk vending hours' limitations in areas zoned for nonresidential use will be as restrictive as any limitations on hours of operation imposed on other businesses or uses on the same street, excluding those permitted to operate twenty-four (24) hours.
- (b) Sidewalk vending, adjacent to residential uses, is limited to the hours of 9:00 a.m. through 5:00 p.m.
- (c) Stationary sidewalk vendors are prohibited from operating within areas that are zoned exclusively residential.
- (d) A sidewalk vendor is prohibited from operating within five hundred (500) feet of any area subject to a temporary use permit or a special event permit for the duration of the temporary use or special event permit.
- (e) To limit traffic congestion and protect the safety of children traveling to and from and in and around schools from potential adverse safety impacts due, in part, to sidewalk congestion, no sidewalk vendor is permitted to operate within five hundred (500) feet of a public or private school during the period extending of one (1) hour before the start of classes and one (1) hour after the end of classes.
- (f) To limit traffic congestion and protect the safety of transit riders from potential adverse safety impacts due, in part to sidewalk congestion, no sidewalk vendor is permitted to operate within five hundred feet of a transit stop.

- (g) To protect the health and safety of school children, no state-registered sex offender may operate as a sidewalk vendor within five hundred (500) feet of a public or private school at any time.

**Section 22.250. Violation-Penalty.**

- (a) Any violation for failure to obtain a permit as mandated by this article is punishable by an administrative fine not to exceed:
1. Two hundred fifty dollars (\$250.00) for a first violation; or
  2. Five hundred dollars (\$500.00) for a second violation within one (1) year of the first violation; or
  3. One thousand dollars (\$1,000.00) for each additional violation within one (1) year of the first violation.
- (b) Any violation of any other provision of this article is punishable by an administrative fine not to exceed:
1. One hundred dollars (\$100.00) for a first violation; or
  2. Two hundred dollars (\$200.00) for a second violation within one (1) year of the first violation; or
  3. Five hundred dollars (\$500.00) for each additional violation within one (1) year of the first violation.
  4. The Public Works Director may rescind a sidewalk vendor permit for the remaining term of the permit upon a fourth or subsequent violation of this article.
- (c) Failure to pay an administrative fine is not punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions beyond those authorized will not be assessed. However, the City may levy a lien on the violator's real or personal property, including the receptacle used for vending purposes, in accordance with applicable law.
- (d) An administrative violation under this section constitutes a separate and distinct violation for each day that it exists and each such violation may be subject to the maximum fine permitted under this section.

**Section 22.260. Ability-to-pay determination.**

- (a) Any fine issued under Section 22.240 will be accompanied with a notice of and instruction regarding the right to request an ability-to-pay determination.

- (b) If the requestor is receiving public benefits under Government Code section 68632, subdivision (a), or has a monthly income which is one hundred twenty-five (125) percent or less than the current poverty guidelines updated periodically in the Federal Register by the United States Department of Health and Human Services, the Public Works Director will limit the total amount of the requestor's administrative fine to twenty percent (20%) of the total.

**Section 22.270. Removal or disposal of seized property.**

The City may dispose of the sidewalk vending receptacle (including any associated merchandise, food, equipment, or objects) if not claimed within 30 days of removal by City, or if an administrative appeal is filed related to the removal, then after the final decision in the administrative appeal.

**Section 22.280. Revocation of permit.**

A sidewalk vending permit may be revoked pursuant to the revocation procedures, as applicable, set forth in Section 5.68 of this Code.

SECTION 7. Any provision of the Vernon Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 8. If any section, subsection, paragraph, sentence, clause, phrase, or portion thereof, of this Ordinance is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, paragraph, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, phrases, or portions thereof, be declared invalid or unconstitutional. To this end, the provisions of this Ordinance are declared to be severable.

SECTION 9. The City Clerk shall certify the adoption and publish this Ordinance as required by law.

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SECTION 10. This Ordinance shall become effective after the thirtieth day following its adoption.

APPROVED AND ADOPTED this \_\_ day of \_\_\_\_\_, 2021.

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MELISSA YBARRA, Mayor

ATTEST:

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LISA POPE, City Clerk  
(seal)

APPROVED AS TO FORM:

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ZAYNAH N. MOUSSA,  
Interim City Attorney

# City Council Agenda Item Report

Agenda Item No. COV-786-2021

Submitted by: Adriana Ramos

Submitting Department: Public Utilities

Meeting Date: September 21, 2021

## **SUBJECT**

Services Agreement with Port Canaveral Power Consultants, Inc., for Technical Consulting Services Regarding Electrical Generation

## **Recommendation:**

Approve and authorize the City Administrator to execute a Services Agreement with Port Canaveral Power Consultants, Inc. (Port Canaveral), in substantially the same form as submitted, for a three-year term in an amount not-to-exceed \$786,000 effective September 21, 2021, to provide technical advice and recommendations for all matters involving and related to electrical generation.

## **Background:**

The City's Public Utilities Department (Vernon Public Utilities or VPU), serves as an essential resource to the City's business community, providing dependable, high-quality utility services at very competitive rates. Recognizing the Utility's ability to attract new businesses to the City largely depends on providing a competitive advantage to its customers, VPU has made it its mission to provide "the lowest rates in California by 2030." En route to accomplishing this goal, VPU continues to face a range of challenges including the need to address its aging infrastructure, capacity payment commitment pursuant to the Power Purchase and Tolling Agreement (PPTA) with Bicent, required transition to renewable energy, and an evolving regulatory environment. As such, VPU requires the services of a technical consultant that can assess and address technical aspects of electrical generation matters affecting the Utility as VPU continues to evaluate improvements to its operations, infrastructure and costs.

On May 18, 2021, VPU requested approval of an agreement with Port Canaveral to provide the much-needed technical advice and recommendations for all matters involving and related to electrical generation. At the time, City staff requested that the City Council exempt the agreement from competitive selection requirements based on the firm's expertise specifically as related to Vernon. In their discussion of the proposed agreement at the time, the City Council expressed concerns with potential travel costs incurred when utilizing an out-of-state vendor, being dependent on a sole individual, and obtaining a competitive rate for services. Ultimately, the City Council extended Port Canaveral's existing agreement for a period of four (4) months and requested that VPU complete a competitive Request for Proposal (RFP) process.

Accordingly, on August 3, 2021, the City Administrator authorized issuance of an RFP to seek proposals from contractors to provide Technical Consulting Services Regarding Electrical Generation. The RFP notification was posted on the City's website and Planet Bids. Furthermore, pursuant to Vernon Municipal Code (VMC) Section 2.17.15, copies of the RFP were sent directly to at least five firms likely to qualify to submit a proposal. Following these outreach efforts, three (3) proposals were received by the August 17, 2021 deadline. Proposals were reviewed from the following firms:

- Borrelli and Associates, Inc.
- Commonwealth Associates, Inc.



- Port Canaveral Power Consultants, Inc.

Each proposal was thoroughly examined by a panel in which an evaluation of each proposal was made based on experience, work plan, references and cost.

The proposal submitted by Port Canaveral ranked the highest and is therefore deemed the best contractor to provide the desired services to VPU. Although Borrelli and Associates, Inc. is a California entity, they do not possess the related experience necessary. Commonwealth Associates, Inc., also an out-of-state entity, was qualified, but did not address in their proposal the ongoing need for technical advice and support in understanding and evaluating matters pertaining to Malburg Generation Station (MGS) operations and maintenance costs, billing, and options and, consequently, their cost could not be accurately compared to the other proposals. Based on the results of the RFP evaluations, staff recommends that Council approve the proposed Services Agreement with Port Canaveral for a three-year term.

Port Canaveral is a consulting firm with over 45 years of technical consulting experience in the electrical generation field, particularly with over 16 years of vast knowledge of the MGS. Port Canaveral has demonstrated expertise in the Engineering Procurement Construction companies and/or energy companies in a project engineering/project management position. In addition, Port Canaveral has experience with Original Equipment Manufacturer (OEM) emissions criteria and guarantee measurement and compliance. Port Canaveral's understanding of the MGS will be of great value to future generation upgrades/changes. Port Canaveral is distinctly qualified to provide consulting services, technical advice, and recommendations for all matters pertaining to electrical generation.

The scope of work for the proposed agreement with Port Canaveral consists of the following:

- Expert technical advice and support in understanding and evaluating matters pertaining to MGS operations and maintenance costs, billing and options.
- Consultation, evaluation, advice and support on various models pertaining to any modifications of MGS and consideration/evaluation of other forms of generation including continued Combined Cycle Operation, Simple Cycle operation using existing Combustion Turbines, purchase and installation of a new "state of the art" Simple Cycle technology, renewable forms of generation or storage technology or potential moth-balling of the power plant.
- Assist with evaluation and recommendations on various economic models, including cash flow scenarios pertaining to purchase scenarios of MGS.
- Support in studies with outside legal firms, bond counsel and various original equipment manufacturers, including Siemens and General Electric.
- Technical support in the interface with the Owner representatives of MGS.
- Technical expertise and assistance in analyzing purchases and procurement of equipment or materials related to generation of electricity, including review and development of site plans.
- Review and analysis of electrical energy, emissions and output data to determine feasibility, permitting requirements standards and limits and the best available control technologies.
- Assistance in ensuring that power plant operations meet and comply with contractual obligations, technical requirements and operating ranges, including the monitoring of performance testing.
- Support and expert technical expertise in the development of documents, reports, proposals and technical specifications.
- Assist with project development and coordination related to electrical generation, environmental consulting and compliance, studies, permitting, data collection, analysis and reporting.
- Technical advice on any other electrical generation matters as requested by the City.

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

**Fiscal Impact:**

Based on the scope of work and the proposed terms, the fiscal impact to the City is projected to be \$262,000 per year and will not exceed \$786,000 over a three-year term. Services will be billed monthly and total cost will be based on the number of actual hours worked.

**Attachments:**

1. [Services Agreement with Port Canaveral Power Consultants Inc.](#)

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND PORT  
CANAVERAL POWER CONSULTANTS, INC., FOR TECHNICAL CONSULTING  
SERVICES REGARDING ELECTRICAL GENERATION

COVER PAGE

Contractor:	Port Canaveral Power Consultants, Inc.
Responsible Principal of Contractor:	Peter V. Hervish, President
Notice Information - Contractor:	Port Canaveral Power Consultants, Inc. 9160 Spring Time Drive Vero Beach, FL 32963 Attention: Peter V. Hervish, President Phone: (772) 538-7578 Email: <a href="mailto:phervish@gmail.com">phervish@gmail.com</a>
Notice Information - City:	City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058 Attention: Carlos R. Fandino Jr., City Administrator Telephone: (323) 583-8811 ext. 228
Commencement Date:	September 21, 2021
Termination Date:	September 20, 2024
Consideration:	Total not to exceed \$ 786,000.00 (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 BETWEEN THE CITY OF VERNON AND PORT CANAVERAL  
POWER CONSULTANTS, INC., FOR TECHNICAL CONSULTING SERVICES REGARDING  
ELECTRICAL GENERATION

This Agreement is made between the City of Vernon ("City"), a California charter City and California municipal corporation ("City"), and Port Canaveral Power Consultants, Inc., a Florida corporation ("Contractor").

The City and Contractor agree as follows:

1.0 EMPLOYMENT OF CONTRACTOR. City agrees to engage Contractor to perform the services as hereinafter set forth as authorized by the City Council on September 21, 2021.

2.0 SCOPE OF SERVICES.

2.1 Contractor shall perform all work necessary to complete the services set forth in the City's Request for Proposals issued on or about August 3, 2021, and titled Technical Consulting Services Regarding Electrical Generation, and Contractor's proposal to the City ("Proposal") dated August 11, 2021, 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 term of this Agreement shall commence on September 21, 2021, and shall continue until September 20, 2024, 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.

5.2 Contractor's grand total compensation for the entire term of this Agreement, shall not exceed \$786,000.00 without the prior authorization of the City, as appropriate, and written amendment of this Agreement.

5.3 Subject to the Travel Expense Reimbursement Rider attached hereto as Exhibit "D" and incorporated herein by reference, 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.

5.4.4 Travel-related expenses incurred and approved pursuant to the Travel Expense Reimbursement Rider attached hereto as Exhibit "D" and incorporated herein by reference.

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. Contractor agrees to indemnify City, its officers, elected officials, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities"), including but not limited to professional negligence, that may be asserted or claimed by any person, firm or entity arising

out of or in connection with the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the acts or omissions of Contractor hereunder, or arising from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the gross negligence or willful misconduct of City, its officers, elected officials, agents or employees.

10.0 INSURANCE. Contractor shall, at its own expense, procure and maintain policies of insurance of the types and in the amounts set forth below, for the duration of the Agreement, including any extensions thereto. The policies shall state that they afford primary coverage.

i. Automobile Liability with minimum limits of at least \$1,000,000 combined single limit, including owned, hired, and non-owned liability coverage.

ii. Contractor agrees to subrogate automobile liability resulting from performance under this Agreement by agreeing to defend, indemnify and hold harmless, the City, and its respective employees, agents, and City Council from and against all claims, liabilities, suits, losses, damages, injuries and expenses, including all costs and reasonable attorney's fees ("Claims"), which are attributable to any act or omission by the City under the performance of the services.

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

Premises/Operations and Personal Injury coverage is required. The City of Vernon, its directors, commissioners, officers, employees, agents, and volunteers must be endorsed on the policy as additional insureds as respects liability arising out of the Contractor's performance of this Agreement.

- (1) If Contractor employs other contractors as part of the services rendered, Contractor's Protective Coverage is required. Contractor may include all subcontractors as insureds under its own policy or shall furnish separate insurance for each subcontractor, meeting the requirements set forth herein.
- (2) Contractor agrees to subrogate General Liability resulting from performance under this Agreement by agreeing to defend, indemnify and hold harmless, the City, and its respective employees, agents, and City Council from and against all claims, liabilities, suits, losses, damages,

injuries and expenses, including all costs and reasonable attorney's fees ("Claims"), which are attributable to any act or omission by the City under the performance of the services.

iv. Professional Errors and Omissions coverage in a sum of at least \$1,000,000, where such risk is applicable. Applicable aggregates must be identified and claims history provided to determine amounts remaining under the aggregate. Contractor shall maintain such coverage for at least one (1) year after the termination of this Agreement.

v. Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. In addition, Contractor shall require each subcontractor to similarly maintain workers' compensation insurance in accordance with the laws for California for all of the subcontractor's employees. Compliance is accomplished in one of the following manners:

- (1) Provide copy of permissive self-insurance certificate approved by the State of California; or
- (2) Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of \$1,000,000 per accident. The policy shall be endorsed to waive all rights of subrogation against City, its directors, commissioners, officers, employees, and volunteers for losses arising from performance of this Agreement; or
- (3) Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Agreement.

vi. Each insurance policy included in this clause shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days' prior written notice to City.

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

viii. Prior to commencement of performance, Contractor shall furnish City with a certificate of insurance for each policy. Each certificate is to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) must be in a form approved by City. City may require complete, certified copies of any or all policies at any time.

ix. Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Contractor shall immediately notify City and cease all performance under this 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 Contractor by way of set-off or recoupment from sums due to Contractor, at City's option; (b) immediately terminate this Agreement and seek damages from the Agreement resulting from said breach; or (c) self-insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorney's fees and costs, being collectible from Contractor, by way of set-off or recoupment from any sums due to Contractor.

#### 11.0 GENERAL TERMS AND CONDITIONS.

##### 11.1 INDEPENDENT CONTRACTOR.

11.1.1 It is understood that in the performance of the services herein provided for, Contractor shall be, and is, an independent contractor, and is not an agent, officer or employee of City and shall furnish such services in its own manner and method except as required by this 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. The terms of the City's Request for Proposals shall control over the Contractor's Proposal.

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: Carlos R. Fandino, Jr., City Administrator  
4305 Santa Fe Avenue  
Vernon, CA 90058

If to the Contractor:

Port Canaveral Power Consultants, Inc.  
Attention: Peter V. Hervish, President  
9160 Spring Time Drive  
Vero Beach, FL 32963

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 or Contractor 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].

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

Port Canaveral Power Consultants, Inc., a  
Florida corporation

By: \_\_\_\_\_  
Carlos R. Fandino Jr., City Administrator

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_  
Lisa Pope, City Clerk

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Zaynah N. Moussa, Interim City Attorney



EXHIBIT A  
CONTRACTOR'S PROPOSAL

**Cover Letter**

**August 11, 2021**

**Technical Consulting Services Regarding Electrical Generation  
Proposal**

**by**

**Port Canaveral Power Consultants, Inc.**

To: Abraham Alemu, General Manager at VPU

Sir, please attached my proposal for the position “Technical Consulting Services- Electrical Generation” that is currently open and being bid upon.

This proposal shall be valid for a period of (ninety) 90 days from the date of submittal.

Please note that due to NDA restrictions I am held to by the City I cannot discuss certain details including a several items for a work plan for MGS.

I note **8. *CONDITIONS FOR RESPONSES TO RFP*** item “H” that upon my submittal the documents become public record.

Please refer any questions during your evaluation to:

Peter Vernon Hervish, President

Port Canaveral Power Consultants, Inc.

9160 Spring Time Drive

Vero Beach, Florida 32963

Telephone: (772) 538-7578

Very Sincerely,

Peter Vernon Hervish

**City of Vernon  
Request for Proposals (RFP)**

**Technical Consulting Services Regarding Electrical Generation  
Proposal  
by  
Port Canaveral Power Consultants, Inc.**

**I-Introduction:**

VPU continues to face a range of challenges including the need to address aging infrastructure, capacity payment commitments pursuant to a Power Purchase and Tolling Agreement (PPTA) with Bicent (owner of MGS), mandated transition to renewable energy, and an ever-evolving regulatory environment. As such, VPU requires the services of a technical consultant that can evaluate and address technical aspects of electrical generation matters affecting VPU as it continues to study potential improvements to its operations, infrastructure, and overall costs.

Port Canaveral Power Consultants, Inc (PCPC) has that extensive experience for over 16 years with the City's electrical generation equipment, including working with the former City of Vernon Department of Light and Power and the current Vernon Public Utilities Department since 2005 and continuing into September 2021. This includes all matters pertaining to MGS, new state of the art fast starts simple cycle studies and renewable energy development projects, including wind and solar, in support of the Director of L&P and the General Manager of VPU. I understand that with my experience with the City and the generation upgrades and other matters within my knowledge that I can provide the deliverables within your required time frame and budget.

**II-General Scope of Work including work plan as applicable:**

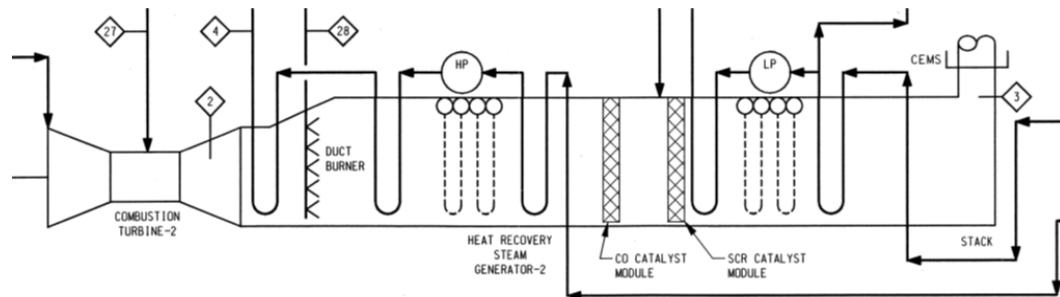
- Expert technical advice and support in understanding and evaluating matters pertaining to MGS operations including maintenance costs, billing and options.

PCPC beginning in April 2005 as the MGS Technical Services Manager for the City, has supported the City Directorship on all matters starting with the 2001 MGS contractual guarantees and performance requirements from the original contract with Alstom, followed by the LTSA with Siemens in 2007, the PSA to Bicent in 2008, O&M procedures, Settlement Agreements, PPTA Amendments continuing into August 2021. This includes the obligatory performance calculations contained in the PPTA in the sale to Bicent and the first excel spreadsheets used through today for invoicing purposes in accordance with all the PPTA provisions signed on April 10, 2008.

- Consultation, evaluation, advice and support on various models pertaining to any modifications of MGS and consideration/evaluation of other forms of generation including continued Combined Cycle Operation, Simple Cycle operation using existing Combustion Turbines, purchase and installation of a new "state of the art" Simple Cycle technology, renewable forms of generation or storage technology or potential mothballing of the power plant.

Peter Hervish the President of PCPC has over 45+ years in the energy industry with EPC firms Fluor Engineers and Constructors and Foster Wheeler Energy Corporation; and the OEM's Foster Wheeler Boilers, fired heaters and HRSG's, Westinghouse Electric Power Generation, GE Energy, Alstom Gas Turbines, Rolls Royce Gas Turbines, Stewart and Stevenson Gas turbines and Siemens/Westinghouse Energy. This experience includes during 1996 to 1999 in Cali, Colombia combining a Combined Cycle Westinghouse W-501F 1x1 combustion turbine to operate as combined cycle or simple cycle using a diverter gate in the hot gas exhaust path using two stacks. One stack is located between the CT exhaust "#2 Diamond" below and the HRSG and the second stack as we have at MGS downstream of the HRSG where it exhausts to the atmosphere "#3 Diamond" below. When the plant is operated in combined cycle the diverter gate between the CT and HRSG "#2 Diamond" is in the open position. See the diagram below for the diamond locations.

In the case of MGS, a flexible design like the one I managed for Westinghouse in Colombia could be utilized and MGS would be able to operate flexibly in simple or combined cycle mode. There are a minimum of at least 3 modes for the current MGS HRSG's. The diagram below is the current MGS combined cycle configuration.



Mode 1- The CO and SCR catalysts used for Combined Cycle could remain for the for combined cycle base load condition and the Air Permit with SCAQMD should stand as is. A diverter gate would be placed # 2 Diamond and a new stack added before the gate. If the plant is operated in simple cycle mode, the gate is closed, and exhaust exits before the HRSG. The HRSG stays cold and dry.

Mode 2- If VPU decides that a combined cycle operation is not in its future, but the SCAQMD air permit will remain then a study would remove those dry tube bundles whereby the metallurgy will not withstand the CT exhaust temperature of approximately 1024 degrees F

but may withstand a temperature of less than 400 degrees F. The current exhaust temperature is 233 degrees F. In all cases the design would prevent any exhaust gas from reaching within 20 degrees above its dew point at any location prior to the existing HRSG exhaust outlet. The CO and SCR catalysts would remain in place. Duct firing would be used to “condition” the catalyst for activity.

Mode 3- A third case could remove all the internals of the HRSG and divert the exhaust through the existing stack or a new stack at the point “#3 Diamond”. The new stack at # 2 Diamond would not be required. This would require a modified Air permit with the SCAQMD with the operating plant exhausting emissions below the current species thresholds. However, Jacob Engineering could for example provide an operating schedule for the simple cycle MGS a new GE LM 2500 to stay within the current SCAQMD Permit caps and no modification to the SCAQMD Permit would be required.

PCPC has worked on several “state of the art” GE simple cycle fast start designs including LM6000, LM2500 with the consideration of the impacts of combining emissions from such an MGS Peaker described in Mode 3 with the current MGS permit. If VPU were to decide to eliminate the MGS SCR and CO catalyst in the HRSG for the current mode of 3 above GE supplies designs that include skid mounted simple cycle fast start emissions control in their supplied exhaust stack. The combined emissions would be designed to stay within the current permit for MGS simple cycle and GE simple cycle operations.

Moth balling of MGS would be similar in principle to that in power plants and refineries I have been a project manager on. All steam condensate and cooling water liquids are drained and then all BOP and HRSG internals are packed to about 1 atmosphere with an inert gas such as nitrogen after drying. The CTs and Generators would be enclosed in pressure envelopes supplied by the vendor and these envelopes would also be pressurized with inert gas. Jacking oil pressure would be maintained so that bearings do not flatten in spots on the circumference and a shaft turning schedules for all rotating equipment would be implemented and monitored in accordance with the vendor guidelines.

- Assistance with evaluation and recommendations on various economic models, including cash flow scenarios pertaining to purchase scenarios of MGS.

PCPC has supported and evaluated for the L&P Directors and GM of VPU economic models including cash flow and purchase scenarios for several projects including sale of MGS to Bicent and purchase back of MGS by CITY in 2018 studies. PCPC has represented City to various law firms and outside consultants and would be pleased to discuss the details in person due to NDA requirements.

- Support in studies with legal counsel, bond counsel and various original equipment manufacturers, including Siemens and General Electric.  
PCPC has supported and evaluated for the L&P Directors and GM of VPU economic models including cash flow and purchase scenarios for several projects including sale of MGS to Bicent and purchase back of MGS by the City in 2018. This also included projects with two OEM's namely Siemens and GE. PCPC has represented CITY to various law firms and outside consultants and would be pleased to discuss the details in person due to NDA requirements.
- Technical support in the interface with the Owner representatives of MGS.  
PCPC has been the lead technical representative interface for City with the Owner representatives of MGS since October 2007 through the current date on technical matters pertaining to O&M of the plant, upgrades, outages and performance testing. This experience of almost 15 years should be of value to VPU in the future.
- Technical expertise and assistance in analyzing purchases and procurement of equipment or materials related to generation of electricity, including review and development of site plans.  
PCPC has supported and evaluated for the L&P Directors and GM of VPU economic models including cash flow and purchase scenarios for several projects including sale of MGS to Bicent and purchase back of MGS by City. This also included projects with two OEM's Siemens and GE. These representations included development of 2x1 and 3x1 Siemens Combined Cycle Plants and Wind Farms including all equipment purchases, site layouts, performance and emission studies with CH2MHILL, Burns and Roe, and the OEM's.
- Review and analysis of electrical energy, emissions and output data to determine feasibility, permitting requirement standards and limits and the best available control technologies.  
Peter Hervish the President of PCPC has over 45+ years in the energy industry with EPC firms Fluor Engineers and Constructors and Foster Wheeler Energy Corporation; and the OEM's Foster Wheeler Boilers, fired heaters and HRSG's, Westinghouse Electric Power Generation, GE Energy, Alstom Gas Turbines, Rolls Royce Gas Turbines, Stewart and Stevenson Gas turbines and Siemens/Westinghouse Energy. This experience includes in 1996 to 1999 in Cali, Colombia combining a Combined Cycle Westinghouse W-501F 1x1 combustion turbine to operate as combined cycle or simple cycle using a diverter gate in the hot gas exhaust path using two stacks. One stack is located between the CT exhaust "#2 Diamond" and the HRSG and the second stack as we have at MGS downstream of the HRSG where it exhausts to the atmosphere "#3 Diamond". When the plant is operated in combined cycle the diverter gate between the CT and HRSG is in the open position.

Mode 1- The CO and SCR catalysts used for Combined Cycle could remain for the for combined cycle base load condition and the Air Permit with SCAQMD should stand as is. A diverter gate would be placed # 2 Diamond and a new stack added before the gate. If the plant is operated in simple cycle mode, the gate is closed, and exhaust exits before the HRSG. The HRSG stays cold and dry.

Mode 2- If VPU decides that a combined cycle operation is not in its future, but the SCAQMD air permit will remain then a study would remove those dry tube bundles whereby the metallurgy will not withstand the CT exhaust temperature of approximately 1024 degrees F but may withstand a temperature of less than 400 degrees F. The current exhaust temperature is 233 degrees F. In all cases the design would prevent any exhaust gas from reaching within 20 degrees above its dew point at any location prior to the existing HRSG exhaust outlet. The CO and SCR catalysts would remain in place. Duct firing would be used to “condition” the catalyst for activity.

Mode 3- A third case could remove all the internals of the HRSG divert the exhaust through the existing stack or a new stack at the point “#3 Diamond”. The new stack at # 2 Diamond would not be required.

This would require a modified Air permit with the SCAQMD with the operating plant exhausting emissions below the current species thresholds. However, Jacob Engineering could for example provide an operating schedule for the simple cycle MGS a new GE LM 2500 to stay within the current SCAQMD Permit caps and no modification to the SCAQMD Permit would be required.

PCPC has worked on several “state of the art” GE simple cycle fast start designs including LM6000, LM2500 with the consideration of the impacts of combining emissions from such an MGS Peaker described in Mode 3 with the current MGS permit. If VPU were to decide to eliminate the MGS SCR and CO catalyst in the HRSG for the current mode of 3 above GE supplies designs that include skid mounted simple cycle fast start emissions control in their supplied exhaust stack. The combined emissions would be designed to stay within the current permit for MGS simple cycle and GE simple cycle operations.

- Assistance in ensuring that power plant operations meet and comply with contractual obligations, technical requirements and operating ranges, including the monitoring of performance testing.

PCPC’s Peter Hervish has been both an OEM Project Manager on many Westinghouse and Siemens energy projects internationally and domestically for 25+ years as well as the Owner representative for the City for almost 17 years. The position with the OEM was to ensure that

all Design contractual obligations to the Owner by the OEM were met or exceeded. In the case of an Owner representative such as the City my role was to ensure that the contractual expectations of the OEM were met by performance tests and the longevity of the equipment. I worked with Siemens/Alstom, McHale and third-party consultants to create the test procedure for the Fall 2005 test. The same procedure is in use today and was only modified in 2010 to accommodate an agreement with Bicent to test without duct firing. The degradation schedules I created in 2007 for the PPTA allowed for both duct and non-duct fired cases for heat rate and output.

- Support and technical expertise in the development of documents, reports, proposals and technical specifications.  
Peter Hervish has had many roles over the last 25+ years as an EPC (Foster Wheeler and Fluor) Project Engineering Manager responsible for the development of energy project documents, design drawings, engineering, design and construction specifications, reports to management and proposal work for new projects. Additionally, as a Westinghouse Thermal Systems Design Senior Engineer I was involved with all BOP designs and material balances for new simple cycle and combined cycle proposals for Owner clients. I have performed this role for the City L&P for almost 17 years.
- Assistance with project development and coordination related to electrical generation, environmental consulting and compliance, studies, permitting, data collection, analysis and reporting.  
I have since 2005 performed this function for the City with internal environmental team members, CH2MHILL, Burns and Roe, SCAQMD, Siemens, GE and Kern County Environmental planning.
- Technical advice on any other electrical generation matters as requested by the City.  
I believe that I have demonstrated to the City since 2005 that I am competent in all these matters to date. Please refer to the above and the attached Resume.

### **III-QUALIFICATIONS & CRITERIA**

#### **A. Qualifications:**

1. Primary person overseeing the work:
  - a. Peter Hervish has over 45+ years in the industry with seventeen (17) years of experience in the electricity generation field at the City.
  - b. Demonstrated expertise in Engineering Procurement Construction (EPC) companies and/or energy companies in a project engineering or



project management position. Peter Hervish has over 25+ years in Project Management performing Engineering, procurement and construction at Fluor Engineers and Constructors, Foster Wheeler Constructors and Foster Wheeler International. Additionally, as the Project Manager at Westinghouse these activities were performed when we did a build, own operate contract in combined cycle projects.

- c. Demonstrated experience in combustion engineering science and fuels specifications with considerations for emissions and engineering science and fuels specifications with considerations for emissions and environmental compliance. This experience is summarized above, in Siemens Patent and in my Resume.
  - d. Must holds a four-year college degree in the physical/chemical sciences, environmental sciences, processes engineering, engineering combustion science, or a comparable field (as determined by the City). Yes, See Resume.
2. Proven success providing similar services.
    - Provide references and examples of applicable projects.  
Please refer to the Resume for applicable projects.  
References: Ken Deane VP Bicent, Rich Olsen, Jim Nolan Sr. VP Bicent, Matt Richards, Paul Prager etc. more on demand.
  3. Plant thermal system design and combustion engineering experience with major combustion turbine OEMs such as Siemens, Westinghouse, Alstom, GE, Foster Wheeler etc.  
I have thermal system design experience including a Patent at Westinghouse Power Generation and Siemens/Westinghouse, Orlando Florida where I was a Thermal Systems Senior Design Engineer; Engineering Manager-Foster Wheeler 4 each 340 MW coal fired Benson boilers in Turkey; Alstom Atlantique for condensate equipment, Siemens electrical and controls, KSB pumps, BBC steam turbines and generator.

The following firm attributes are highly desirable, but not required:

1. Experience with OEM emissions criteria and guarantee measurement and compliance.  
Senior Thermal Systems Design Engineer Westinghouse Power Generation Corporation. Authored and revised procedures used in the 1990's at Westinghouse Combustion Turbine Power generation at Research Park, Orlando Florida. Procedures focused on Performance testing of combustion turbine SC and CC to both meet Heat Rate and Output guarantees within emissions limits.
2. Monitoring of emission products and mitigation to attain OEM guarantees and government permit restrictions.  
Senior Thermal Systems Design Engineer Westinghouse Power Generation Corporation. Authored and revised procedures used in the 1990's at Westinghouse Combustion Turbine Power generation at Research Park, Orlando Florida. Procedures focused on Performance

testing of combustion turbine SC and CC to both meet Heat Rate and Output guarantees within emissions limits.

3. Plant thermal systems design and combustion engineering experience with a major OEM. Extensive: Refer to 1 and 2 above. Siemens Patent 1999 attached for your reference.
4. Experience with analyzing energy plant equipment performance analysis data and projecting efficiencies, parts life cycle, and compliance with emissions criteria and guarantees. Created for Florida Power procedures to compare the GE fleet of over 30 GE 7EA combustion turbines after major outages to calculate % recovery of Heat Rate and Output and determine the cost benefit in efficiency and output against the cost and frequency of the outages. Projections of degradation over fleet life and cost to maintain or replace to newer GE models. Performed this at the City for the GTX 800 MGS plant.
5. *Primary person in the firm overseeing the work hold an advanced degree in the physical/chemical sciences, environmental sciences, processes engineering, engineering combustion science, or a comparable field (as determined by the City).* Peter Vernon Hervish

#### **IV-FEES**

Services provided by PCPC will be based on the following hourly rates:

<u>Title</u>	<u>Hourly Rate</u>
Peter V. Hervish	\$260.00

And not to exceed \$262,000 annually.

#### **5- Travel Expense Reimbursement:**

In accordance with Services Agreement dated May 23, 2018, between PCPC and the City ("Amendment No 1") dated January 1, 2019, shall continue unless revised mutually.

EXHIBIT B  
SCHEDULE

Services provided by PCPC will be based on the following hourly rates:

<u>Title</u>	<u>Hourly Rate</u>
Peter V. Hervish	\$260.00

And not to exceed \$262,000 annually.

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

### TRAVEL EXPENSE REIMBURSEMENT RIDER

1. Generally
  - a. The City is mindful of the potential additional expense of retaining a Contractor that is not based within the state of California. Whenever practicable, Contractor is expected to utilize teleconferencing and/or virtual meeting software in lieu of incurring travel expenses for work performed under this Agreement.
  - b. Prior to incurring any and all travel expenses described below, Contractor must (i) submit an approximate budget to the City; and (ii) receive written approval from the City of such budget.
  - c. In order to ensure reimbursement, all of the below costs, fares, taxes, fees, charges, tips, etc. must appear separately itemized on a written receipt or receipts with evidence, to the extent feasible, that such expense was incurred by Contractor. Credit card statements may serve as corroborating back-up documentation but shall not be accepted as the sole evidence of reimbursable expense without approval of the City, which approval may be withheld at the City's sole discretion.
  - d. Cancellation/Rescheduling Fees. If, after pre-purchasing any of the below travel-related items, the City causes Contractor to cancel or reschedule the trip, any fees associated with such cancellation or rescheduling charged by the vendor shall be reimbursed by the City, subject to section 1(b) above. If, however, Contractor causes the cancellation or rescheduling, such costs shall not be reimbursable.
2. Air Travel
  - a. Economical Travel Required. For long distance travel by Contractor to the City, air travel at coach rates shall be utilized where available and practical but in no case domestic travel round trip shall not exceed \$1,000.00; in the absence of reasonably convenient or cost-effective air service, another mode of transportation may be authorized and reimbursed. If air travel is utilized, if it would save costs, round trip tickets should be purchased. Purchases should be made in advance to take advantage of reduced rates.
  - b. Baggage Fees. Fees charged by airlines for checking luggage on airplanes and similar fees may be reimbursed. The City will reimburse fees for up to two (2) pieces of checked luggage.
  - c. Insurance. Trip insurance shall not be reimbursed by the City.
  - d. Maximum amount of reimbursement. The City will reimburse the actual cost paid by Contractor for airfare, including all taxes, fees (including baggage fees), and charges, up to \$1,000.00 per round trip for each visit.
  - e. Travel Time to be reimbursed at one half hourly rate. Travel time shall not exceed 10 hours per round trip and must be pre-approved in writing by the City Administrator.
3. Ground Transportation & Related Expenses
  - a. Rental Car. If cost effective, the City will reimburse the actual expenses paid for rental cars as appropriate. Any expenses must be pre-approved in writing by the City Administrator.
  - b. Tolls. The City will reimburse road and bridge tolls necessarily and reasonably incurred.
  - c. Taxis, Ride-Shares & Shuttles. Taxi, ride-share or shuttle fares may be

reimbursed, including a 15 percent gratuity per fare, when such transportation is necessary for reasonable time efficiency concerns.

- d. Parking. The City will reimburse parking costs at the airport, in a standard parking lot or at meters. Valet or other privileged parking costs will not be reimbursed where less expensive options are reasonably available. The City will reimburse the actual rates paid for parking up to \$30 per day.
4. Lodging
- a. Reasonably Priced Accommodations Required. Reasonably priced accommodations, based on the location of the business meeting, shall be selected.
  - b. Maximum amount of reimbursement. The City will reimburse the actual rates paid, including occupancy taxes, for single accommodations on those nights which Contractor must spend away from home on business related to work performed under the Agreement at a maximum rate of up to \$250.00 per night (taxes excluded).
5. Meals
- a. Included in Rates. Meals will not be reimbursed unless pre-approved by the City Administrator.