



**Agenda
City of Vernon
Regular City Council Meeting
Tuesday, February 15, 2022, 9:00 AM
Remote Location Via Zoom**

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

SPECIAL REMOTE PROTOCOLS

Assembly Bill 361 (AB 361) authorizes public meetings to take place via teleconference because State and Local officials are recommending measures to promote social distancing. This meeting will be conducted entirely by remote participation via Zoom Webinar.

The public is encouraged to view the meeting at <https://www.cityofvernon.org/webinar-cc> or by calling (408) 638-0968, Meeting ID 892-7368-6211#. You may address the Council via Zoom or submit comments to PublicComment@ci.vernon.ca.us with the meeting date and item number in the subject line.

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

[Employee Service Pin Awards for January 2022](#)

Recommendation:

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

2. Finance/Treasury

[Presentation on Pension Obligation Bonds - Workshop II](#)

Recommendation:

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

3. City Administration

[City Administrator Report:](#)

- New Business Welcome
- Vernon Business in the News
- Joint Tax Sharing Agreement
- Malburg Generating Station (MGS) Transition
- Community Outreach
- Visit with Los Angeles County Supervisor Janice Hahn

Recommendation:

No action is 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 for individual consideration. Removed items will be considered immediately following the Consent Calendar.

4. City Clerk

[Approval of Minutes](#)

Recommendation:

Approve the February 1, 2022 Regular City Council meeting minutes.

[1. 20220201 City Council Minutes](#)

5. City Clerk

[Conduct of Meetings via Teleconference Pursuant to Assembly Bill 361](#)

Recommendation:

Ratify the findings in Resolution No. 2021-36 authorizing continued conduct of City Council and all other City legislative body meetings via teleconference, in accordance with Assembly Bill 361 (AB 361), due to continued public health and safety concerns caused by COVID-19.

[1. Resolution No. 2021-36](#)

6. City Clerk

[Regulations of Sidewalk Vending](#)

Recommendation:

Waive full reading, conduct second reading and adopt Ordinance No. 1276 adding Chapter 12.10 - Sidewalk Vending to Title 12 - Streets, Sidewalks and Public Places of the Municipal Code.

[1. Ordinance No. 1276](#)

[2. Introduction Summary Proof of Publication](#)

7. City Clerk

[Claims Against the City](#)

Recommendation:

Receive and file the claim submitted by the Law Offices of Mabel N. Orue on behalf of Maria Isabel Rodriguez Navarro in an undetermined amount.

[1. 20220203 Law Office of Mabel N. Orue - Maria Isabel Rodriguez Navarro](#)

8. Finance/Treasury

[City Payroll Warrant Register](#)

Recommendation:

Approve City Payroll Warrant Register No. 788, for the period of January 1 through January 31, 2022, totaling \$2,509,060.57 and consisting of ratification of direct deposits, checks and taxes totaling \$1,621,614.09 and ratification of checks and electronic fund transfers (EFT) for payroll related disbursements totaling \$887,446.48 paid through operating bank account.

[1. City Payroll Warrant Register No. 788](#)

9. Finance/Treasury

[Operating Account Warrant Register](#)

Recommendation:

Approve Operating Account Warrant Register No. 81, for the period of January 16 through January 29, 2022, totaling \$10,430,957.65 and consisting of ratification of electronic payments totaling \$10,136,246.26, ratification of the issuance of early checks totaling \$294,711.39 and voided Check No. 608639 totaling \$3,549.22.

[1. Operating Account Warrant Register No. 81](#)

10. Fire Department

[Fire Department Activity Report](#)

Recommendation:

Receive and file the December 2021 Fire Department Activity Report.

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

11. Police Department

[Police Department Activity Report](#)

Recommendation:

Receive and file the December 2021 Police Department Activity Report.

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

12. Public Utilities

[Acceptance of Work and Notice of Completion for Contract No. LP-0586 – 50th Street Water Main Replacement](#)

Recommendation:

A. Accept the Work by Cedro Construction, Inc. with regard to the 50th Street Water Main Replacement, Contract No. LP-0586; and

B. Authorize the General Manager of Public Utilities to submit the Notice of Completion for the 50th Street Water Main Replacement for recordation to the Los Angeles County Registrar-Recorder/County Clerk (County Clerk).

[1. Notice of Completion - Contract LP-0586: 50th Street Water Main Replacement](#)

13. Police Department

[Purchase Order with D&R Office Works, Inc.](#)

Recommendation:

Approve the issuance of a Purchase Order with D&R Office Works, Inc. for the purchase, delivery and installation of office furniture for the Vernon Police Department Detective Bureau and Sergeant's Office, in an amount not to exceed \$57,260.49.

[1. D&R Office Works, Inc. Proposal](#)

14. Public Works

[Award of City Contract No. CS-1204 Pacific Boulevard, Santa Fe and Vernon Avenue Street Improvements](#)

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 repairs to existing streets and involves no expansion of existing use;
- B. Accept the bid proposal from All American Asphalt as the lowest responsive and responsible bidder for the Pacific Blvd., Santa Fe & Vernon Ave. Street Improvements project and reject all other bids;
- C. Approve and authorize the City Administrator to execute Contract No. CS-1204 in the amount of \$878,606 for the Pacific Blvd., Santa Fe & Vernon Ave. Street Improvements project, for a period not to exceed 45 calendar days; and
- D. Authorize a contingency of \$85,000 in the event of an unexpected changed condition in the project and grant authority to the City Administrator to issue a change order(s) for an amount up to the contingency amount if necessary.

[1. Contract No. CS-1204 Pacific, Santa Fe & Vernon Street Improvements](#)

15. Public Utilities

[Amendment No. 1 to the License and Software Services Agreement with Power Settlements Consulting and Software, LLC](#)

Recommendation:

Approve and authorize the City Administrator to execute Amendment No. 1 to the License and Software Services Agreement with Power Settlements Consulting and Software, LLC (Power Settlements), in substantially the same form as submitted, to amend the agreement to remove the automatic renewal language, and extend the agreement by an additional three-year period, effective February 1, 2022, for an additional \$262,542, for a grand total not-to-exceed amount of \$589,360.

[1. Amendment No. 1 - Power Settlements Consulting and Software LLC Final](#)

16. Public Utilities

[Amendment No. 2 to Services Agreement with S&S Labor Force Inc., dba JRM for Unarmed Security Guard Services](#)

Recommendation:

Approve and authorize the City Administrator to execute Amendment No. 2 to the Services Agreement with S&S Labor Force Inc., dba JRM, in substantially the same form as submitted, for continued unarmed security guard services for a not-to-exceed amount of \$992,000.

[1. Amendment No. 2 - SS Labor Force Inc dba JRM](#)

NEW BUSINESS

17. Finance/Treasury

[Appointment of Stifel, Nicolaus & Company, Inc. for Underwriting Services](#)

Recommendation:

- A. Approve issuance of Pension Obligation Bonds (POBs); and
- B. Appoint Stifel, Nicolaus & Company, Inc. (Stifel) to serve as underwriters on the proposed POBs for a cost not-to-exceed \$296,000 to be paid from bond proceeds upon transaction completion and authorize the City Administrator to execute the related Engagement Letter with Stifel.

[1. Investment Banking and Underwriting Services RFP](#)

[2. Investment Banking and Underwriting Services RFP - Stifel Response \(10-25-21\)](#)

[3. Stifel Engagement Letter - City of Vernon Pension Financing](#)

18. Public Utilities

[Daggett Solar Power 2 Project Power Sales Agreement](#)

Recommendation:

- A. Find that approval of the proposed action is exempt from California Environmental Quality Act (CEQA) review, because it is an administrative and fiscal activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a “project” as defined by CEQA Guidelines section 15378; with regard to the underlying project and pursuant to the Power Purchase Agreement between SCPPA and Daggett Solar Power 2 LLC, the lead agencies have obtained all CEQA determinations required for the construction, operation, and maintenance of the facility, or such determinations are reasonably expected to be timely obtained; and
- B. Approve and authorize the City Administrator to execute a Power Sales Agreement (PSA) with Southern California Public Power Authority (SCPPA), in substantially the same form as submitted, for the purpose of purchasing 60 megawatts of solar power and 30 megawatts of battery storage with associated green attributes through the Daggett Solar Power 2 Project for a projected annual amount of \$7,100,000 over a 20-year term.

[1. SCPPA Power Sales Agreement](#)

ORAL REPORTS

City Administrator Reports on Activities and Other Announcements.

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

CLOSED SESSION

19. CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

Agency Designated Representative: Carlos Fandino, City Administrator

Employee Organizations:

Teamsters Local 911,

International Brotherhood of Electrical Workers Local 47,

Vernon Police Management Association,

Vernon Police Officers Benefit Association, and

Employees designated as Management, Confidential and Executive

20. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation

Government Code Section 54956.9(d)(2)

Number of potential cases: 1

CLOSED SESSION REPORT

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 10th day of February, 2022.

By:


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 or copies may be purchased for \$0.10 per page.

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

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

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

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

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

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

City Council Agenda Item Report

Submitted by: Denise Palomares
Submitting Department: Human Resources
Meeting Date: February 15, 2022

SUBJECT

Employee Service Pin Awards for January 2022

Recommendation:

No action required by the 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

Sylvie De La Riva Gonzalez, Power Resources Settlement Analyst, Hired January 2017

20 YEARS OF SERVICE

Norma Rodriguez, Police Dispatcher, Hired January 2002

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

None.

City Council Agenda Item Report

Submitted by: Angela Melgar
Submitting Department: Finance/Treasury
Meeting Date: February 15, 2022

SUBJECT

Presentation on Pension Obligation Bonds - Workshop II

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. 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.

On September 21, 2021, GovInvest presented its findings to Council, focusing on the potential savings, risks, and benefits of issuing Pension Obligation Bonds. On February 1, 2022, GovInvest presented an updated presentation to Council, highlighting factors in CalPERS' rate of return for fiscal year 2020-21 of 21.3%, which caused an automatic lowering of the discount rate from 7.0% to 6.8%, due to CalPERS' Funding Risk Mitigation Policy, and its impacts to the City's Unfunded Actuarial Liability (UAL). Workshop II, on February 15, 2022, provides an opportunity for Q&A and discussion prior to the appointment of an Underwriter for the Pension Obligation Bond project by City Council.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

None.

City Council Agenda Item Report

Submitted by: Lilia Hernandez
Submitting Department: City Administration
Meeting Date: February 15, 2022

SUBJECT

City Administrator Report:

- New Business Welcome
- Vernon Business in the News
- Joint Tax Sharing Agreement
- Malburg Generating Station (MGS) Transition
- Community Outreach
- Visit with Los Angeles County Supervisor Janice Hahn

Recommendation:

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

Background:

The City Administrator Report is a presentation highlighting City projects, responses to Council inquiries, and events and activities of interest to the community. The report will be available at the time of the meeting.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

None.

City Council Agenda Item Report

Submitted by: Sandra Dolson
Submitting Department: City Clerk
Meeting Date: February 15, 2022

SUBJECT

Approval of Minutes

Recommendation:

Approve the February 1, 2022 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. [20220201 City Council Minutes](#)

**MINUTES
VERNON CITY COUNCIL
REGULAR MEETING
TUESDAY, FEBRUARY 1, 2022
REMOTE LOCATION VIA ZOOM**

CALL TO ORDER

Mayor Ybarra called the meeting to order at 9:02 a.m.

FLAG SALUTE

Mayor Ybarra led the Flag Salute.

ROLL CALL

PRESENT:

Melissa Ybarra, Mayor (via remote access)
William Davis, Mayor Pro Tem (via remote access)
Leticia Lopez, Council Member (via remote access)
Crystal Larios, Council Member (via remote access)
Judith Merlo, Council Member (via remote access)

STAFF PRESENT:

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

APPROVAL OF THE AGENDA

MOTION

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

PUBLIC COMMENT

None.

PRESENTATIONS

1. Presentation on Pension Obligation Bonds - Workshop I

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

Finance Director Williams and Ira Summer, GovInvest, presented a PowerPoint on Pension Obligation Bonds.

2. City Administrator Report

Recommendation: Receive presentation on:

- New Business Welcome
- Vernon Business in the News
- Joint Tax Sharing Agreement
- Malburg Generating Station (MGS) Transition
- Community Outreach

City Administrator Fandino deferred the presentation.

CONSENT CALENDAR

Mayor Ybarra pulled Item No. 9.

MOTION

Council Member Larios moved and Council Member Merlo seconded a motion to approve the Consent Calendar with the exception of Item No. 9. The question was called and the motion carried unanimously.

The Consent Calendar consisted of the following items:

3. Approval of Minutes

Recommendation: Approve the January 18, 2022 Regular City Council meeting minutes.

4. Operating Account Warrant Register

Recommendation: Approve Operating Account Warrant Register No. 80, for the period of January 2 through January 15, 2022, totaling \$1,981,387.54 and consisting of ratification of electronic payments totaling \$1,764,276.23 and ratification of the issuance of early checks totaling \$217,111.31.

5. Redevelopment Agency Obligation Retirement Account Warrant Register

Recommendation: Approve Redevelopment Agency Obligation Retirement Account Warrant Register No. 63, for the period of November 21 through January 15, 2022 and consisting of ratification of electronic payments totaling \$7,000.00.

6. Recodification of City of Vernon Municipal Code

Recommendation: Waive full reading, conduct second reading and adopt Ordinance No. 1277 adopting the 2021 Recodified and Republished Vernon Municipal Code.

7. Mandatory Organic Waste Disposal Reduction Ordinance

Recommendation: Waive full reading, conduct second reading and adopt Ordinance No. 1278 adding Chapter 8.14 to the Vernon Municipal Code to regulate mandatory organic waste disposal reduction.

8. Public Works Department Monthly Report

Recommendation: Receive and file the December 2021 Building Report.

10. Agreement Accepting the Assignment of the Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection

Recommendation: Approve and authorize the agreement accepting the assignment of the non-exclusive franchise agreement for commercial solid waste collection of CalMet, Inc. / Metropolitan Waste Disposal, between the City of Vernon, CalMet, Inc. / Metropolitan Waste Disposal, and Arakelian Enterprises, Inc. DBA Athens Services.

11. Supplemental to Purchase Contract LP-0663 with Cintas Rental Service

Recommendation: Approve and authorize a Supplemental to Purchase Contract LP-0663 with Cintas Uniform Rental Service, for uniform rental and laundering services, increasing the contract value by an additional \$20,000, for a grand total not-to-exceed amount of \$100,000.

12. Amendment No. 2 to the Services Agreement with Metropolitan Los Angeles/Southeast Rio Vista Family YMCA (YMCA)

Recommendation: Approve and authorize the City Administrator to execute Amendment No. 2 to the Services Agreement with the YMCA for community based wellness programming, in substantially the same form as submitted, to extend the term for one additional year, effective February 4, 2022 through February 3, 2023, with all other terms remaining the same.

13. Replacement of Vernon Public Utilities Vehicles

Recommendation: Approve and authorize the issuance of a purchase order to National Auto Fleet Group for one (1) 2022 Ford F-150 Lightning Pro and one (1) 2022 Ford F-150 XLT through the Sourcewell Master Vehicle Contract (091521-NAF) for a total cost of \$123,594.52.

14. Contracts with Central Square Software Systems

Recommendation: A. Approve and authorize the City Administrator to execute a new IQ Subscription and User End Agreement with Central Square Software Systems (Central Square) in an amount not-to-exceed \$14,816.75 for a term of three years; B. Approve and authorize the City Administrator to execute a new Software Support Agreement with Central Square in an amount not-to-exceed \$225,283.17 for a term of three years; C. Approve and authorize the City Administrator to execute the Change Order to IT-0129 and Completion Report for work and training completed by Central Square; and D. Approve \$36,155 in additional funds for future contracts with Central Square, and authorize the City Administrator to execute additional contracts with Central Square, with substantially the same or similar terms as other agreements submitted herewith for approval, for the provision of additional Software Support Services as may be necessary for the Vernon Police Department (VPD).

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

- 9. Amendment No. 2 to the Services Agreement with The Arroyo Group**
Recommendation: A. Find that the proposed action is exempt under the California Environmental Quality Act (CEQA) review, because it is a continuing fiscal and administrative activity that will not result in any direct or indirect physical changes in the environment, and therefore does not constitute a “project” as defined by CEQA Guidelines section 15378. One of the outcomes of the proposed action is to develop a Program Environmental Impact Report (PEIR) for potential project(s), and any required environmental impact analysis will be conducted at the appropriate project phase; and B. Approve and authorize the City Administrator to execute Amendment No. 2 to the Services Agreement between the City of Vernon and The Arroyo Group, in substantially the same form as submitted, for the preparation of the Mixed-Use Specific Plan and Program EIR and the preparation of the General Plan and Housing Element Updates for a not-to-exceed amount of \$93,000.

In response to Mayor Ybarra, Public Works Director Wall explained that the additional scope was not initially anticipated.

MOTION

Council Member Lopez moved and Mayor Pro Tem Davis seconded a motion to: A. Find that the proposed action is exempt under the California Environmental Quality Act (CEQA) review, because it is a continuing fiscal and administrative activity that will not result in any direct or indirect physical changes in the environment, and therefore does not constitute a “project” as defined by CEQA Guidelines section 15378. One of the outcomes of the proposed action is to develop a Program Environmental Impact Report (PEIR) for potential project(s), and any required environmental impact analysis will be conducted at the appropriate project phase; and B. Approve and authorize the City Administrator to execute Amendment No. 2 to the Services Agreement between the City of Vernon and The Arroyo Group, in substantially the same form as submitted, for the preparation of the Mixed-Use Specific Plan and Program EIR and the preparation of the General Plan and Housing Element Updates for a not-to-exceed amount of \$93,000. The question was called and the motion carried unanimously.

NEW BUSINESS

- 15. Regulations of Sidewalk Vending**
Recommendation: A. Find that the proposed action is exempt from the California Environmental Quality Act (CEQA), 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 Chapter 12.10 - Sidewalk Vending to Title 12 - Streets, Sidewalks and Public Places of the Municipal Code; and C. Direct staff to schedule second reading and adoption for the February 15, 2022 City Council meeting.

Public Works Director Wall presented the staff report.

MOTION

Council Member Lopez moved and Mayor Pro Tem Davis seconded a motion to:
A. Find that the proposed action is exempt from the California Environmental Quality Act (CEQA), 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 Chapter 12.10 - Sidewalk Vending to Title 12 - Streets, Sidewalks and Public Places of the Municipal Code; and C. Direct staff to schedule second reading and adoption for the February 15, 2022 City Council meeting. The question was called and the motion carried unanimously.

16. Amendment to Classification and Compensation Plan

Recommendation: A. Approve revised job description for Police Officer Recruit; and B. Adopt Resolution No. 2022-02 amending Exhibit A of the Classification and Compensation Plan, adopted by Resolution No. 2021-16, as amended by Resolution Nos. 2021-27, 2021-37, 2021-42 and 2021-44 approving revised salary range and position designation for the above referenced classification.

Human Resources Director Earl presented the staff report.

MOTION

Council Member Larios moved and Council Member Merlo seconded a motion to:
A. Approve revised job description for Police Officer Recruit; and B. Adopt Resolution No. 2022-02 amending Exhibit A of the Classification and Compensation Plan, adopted by Resolution No. 2021-16, as amended by Resolution Nos. 2021-27, 2021-37, 2021-42 and 2021-44 approving revised salary range and position designation for the above referenced classification. The question was called and the motion carried unanimously.

17. At-Will Employment Agreement for Deputy City Administrator

Recommendation: Approve and authorize the City Administrator to execute an At-Will Employment Agreement for the Appointment of Angela P. Kimmey to Deputy City Administrator, in substantially the same form as submitted, with an effective date of January 31, 2022.

Human Resources Director Earl presented the staff report.

MOTION

Mayor Pro Tem Davis moved and Council Member Larios seconded a motion to approve and authorize the City Administrator to execute an At-Will Employment Agreement for the Appointment of Angela P. Kimmey to Deputy City Administrator, in substantially the same form as submitted, with an effective date of January 31, 2022. The question was called and the motion carried unanimously.

ORAL REPORTS

City Administrator Reports on Activities and other Announcements.

City Administrator Fandino announced the virtual MGS Town Hall meeting on February 9, 2022, 11:30 a.m. and that he would be attending the League of California Cities City Manager's Conference.

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

Council Member Larios reported that she attended the virtual League of California Cities New Mayors and Council Members Academy at a cost of \$250 from the City Council budget.

RECESS

Mayor Ybarra recessed the meeting at 10:11 a.m. The meeting reconvened at 10:19 a.m. and Mayor Ybarra recessed to Closed Session.

CLOSED SESSION

18. PUBLIC EMPLOYEE EVALUATION

Government Code Section 54957

Position: Interim City Attorney

19. PUBLIC EMPLOYMENT

Government Code Section 54957(b)(1)

Title: City Attorney / Interim City Attorney

RECONVENE

At 11:23 a.m., Mayor Ybarra adjourned Closed Session and reconvened the regular meeting.

CLOSED SESSION REPORT

Interim City Attorney Moussa reported that the Council met in Closed Session, discussed the items on the agenda, and directed staff to engage an executive search firm for appointment of an in-house City Attorney.

ADJOURNMENT

Mayor Ybarra adjourned the meeting at 11:23 a.m.

MELISSA YBARRA, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

City Council Agenda Item Report

Submitted by: Lisa Pope
Submitting Department: City Clerk
Meeting Date: February 15, 2022

SUBJECT

Conduct of Meetings via Teleconference Pursuant to Assembly Bill 361

Recommendation:

Ratify the findings in Resolution No. 2021-36 authorizing continued conduct of City Council and all other City legislative body meetings via teleconference, in accordance with Assembly Bill 361 (AB 361), due to continued public health and safety concerns caused by COVID-19.

Background:

Assembly Bill 361 (AB 361) authorizes local agencies to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act during a declared state of emergency. At a special meeting on October 21, 2021, the City Council adopted Resolution No. 2021-36 authorizing continued conduct of City Council and all other City legislative body meetings via teleconference, in accordance with AB 361, due to continued public health and safety concerns caused by COVID-19.

Pursuant to AB 361, it is necessary for the City Council to declare every 30 days that the City's legislative bodies must continue to meet remotely to ensure the continued health and safety of the public. The City Council previously ratified the findings of Resolution No. 2021-36 on December 7, 2021, December 22, 2021 and January 18, 2022.

If the City Council determines the need to conduct meetings remotely still exists, the City Council should ratify the findings in Resolution No. 2021-36.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

[1. Resolution No. 2021-36](#)

RESOLUTION NO. 2021-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON AUTHORIZING CONTINUED CONDUCT OF CITY COUNCIL AND ALL OTHER CITY LEGISLATIVE BODY MEETINGS VIA TELECONFERENCE, IN ACCORDANCE WITH ASSEMBLY BILL 361 (AB 361), DUE TO CONTINUED PUBLIC HEALTH AND SAFETY CONCERNS CAUSED BY COVID-19

SECTION 1. Recitals.

- A. On March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for a broader spread of COVID-19.
- B. On March 17, 2020, the City Council adopted Resolution No. 2020-06 ratifying Emergency Proclamation 2020-01, a proclamation of local emergency due to the serious and imminent threat of the Novel Coronavirus (COVID-19).
- C. Also, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, which suspended certain provisions of the Ralph M. Brown Act to allow local legislative bodies to conduct meetings telephonically or by other means. Additionally, the State implemented a shelter-in-place order, requiring all non-essential personnel to work from home.
- D. The City Council, Commissions and Committees have utilized remote and hybrid meetings during the state of emergency, ensuring the member's and public's continued access to meetings while ensuring public safety.
- E. On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which extended the ability of agencies to hold remote meetings through September 30, 2021, after which agencies anticipated transitioning back to public meetings held in full compliance with the Brown Act.
- F. Since issuing Executive Order N-08-21, the Delta variant emerged, causing a spike in COVID-19 cases throughout the state.
- G. It is difficult to maintain social distancing requirements for the public, staff, Council Members, Committee Members and Commissioners in their respective meeting locations, therefore, the City of Vernon legislative bodies have utilized a hybrid model of meetings, with some members and the public participating remotely.
- H. The Proclamation of a State of Emergency issued by Governor Newsom on March 4, 2020 continues to be in effect.

I. On September 16, 2021, Governor Newsom signed AB 361, allowing local legislative bodies to continue to meet remotely after the September 30, 2021 expiration of the Governor's executive orders.

J. Pursuant to AB 361, it is necessary for the City Council to declare every 30 days that the City's legislative bodies must continue to meet remotely to ensure the health and safety of the public.

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

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

SECTION 3. The City Council of the City of Vernon hereby approves the continuation of conducting the City Council and all other City Legislative Body meetings remotely due to continued public health and safety concerns caused by COVID-19.

SECTION 4. In compliance with AB 361, and to continue to teleconference without the usual teleconference requirements of the Brown Act, the City Council makes the following findings:

- a. The City Council has reconsidered the circumstances of the state of emergency; and
- b. The state of local emergency continues to directly impact the ability of the City Council and all other City Legislative Body meetings, as well as staff and members of the public, from meeting safely in person; and
- c. Health orders require all individuals in public spaces to maintain social distancing and to wear masks when inside public spaces; however, the City cannot maintain social distancing requirements for the Council Members, Commissioners, Committee Members, staff and public in meeting spaces.

SECTION 5. City Council and all other City Legislative Body meetings will continue to be conducted in a hybrid manner including remote and in person participation for the next 30 days in compliance with AB 361, to better ensure the health and safety of the public.

SECTION 6. The City Council will reconsider the above findings and the need to conduct meetings remotely within 30 days of the adoption of this resolution.

SECTION 7. If the City Council determines the need to conduct meetings remotely still exists at each 30-day interval, the City Council will make such findings by minute order.

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 21st day of October, 2021.

DocuSigned by:

Melissa Ybarra

C0A5DCE4B14F4FA...

MELISSA YBARRA, Mayor

ATTEST:

DocuSigned by:

Lisa Pope

9F43A1B0C2E44A8...

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

DocuSigned by:

Zaynah N. Moussa

CCF8BAD44CED46E...

ZAYNAH N. MOUSSA, Interim City Attorney

I CERTIFY THAT THE FOREGOING RESOLUTION NO. 2021-36 was passed and adopted by the City Council of the City of Vernon at the Regular meeting on October 21, 2021 by the following vote:

AYES: 4 Council Members: Lopez, Merlo, Davis, Ybarra

NOES: 0

ABSENT: 1 Council Member: Larios

ABSTAIN: 0

DocuSigned by:

Lisa Pope

9F43A1B0C2E44A8...

LISA POPE, City Clerk
(seal)

City Council Agenda Item Report

Submitted by: Lisa Pope
Submitting Department: City Clerk
Meeting Date: February 15, 2022

SUBJECT

Regulations of Sidewalk Vending

Recommendation:

Waive full reading, conduct second reading and adopt Ordinance No. 1276 adding Chapter 12.10 - Sidewalk Vending to Title 12 - Streets, Sidewalks and Public Places of the Municipal Code.

Background:

At the February 1, 2022 Regular City Council Meeting, the Council introduced and conducted first reading of Ordinance No. 1276, which adds Chapter 12.10 - Sidewalk Vending to Title 12 - Streets, Sidewalks and Public Places to the Municipal Code.

The ordinance summary was posted on the City's website on February 2, 2022, and will be published pursuant to legal requirements.

Staff requests the Council waive full reading of the ordinance, and conduct second reading and adopt Ordinance No. 1276.

Fiscal Impact:

The ordinance summary will be published pursuant to legal requirements. Adequate funds are available in the City Clerk Department Publication/Advertisement Account No. 011-1003-550000.

Attachments:

1. [Ordinance No. 1276](#)
2. [Introduction Summary Proof of Publication](#)

ORDINANCE NO. 1276

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VERNON, CALIFORNIA, ADDING CHAPTER 12.10 – SIDEWALK VENDING TO TITLE 12 – STREETS, SIDEWALKS AND PUBLIC PLACES OF THE VERNON MUNICIPAL CODE

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 Section 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 and adjacent to residential uses, 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. Prohibit the operation of any sidewalk vendor 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 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. To protect the public's health, safety, and welfare by ensuring that vendors on public property employ persons that do not pose a threat to customers and the general public. This chapter is adopted pursuant to the City's police powers for the purpose of regulating vending on public property.

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. Chapter 12.10 of Title 12, is hereby added to the Vernon Municipal Code, as follows:

Chapter 12.10 Sidewalk Vending

Sections.

- 12.10.010 Purpose.
- 12.10.020 Definitions.
- 12.10.030 Sidewalk vending permits.
- 12.10.040 General regulations.
- 12.10.050 Location-specific regulations.
- 12.10.060 Violation-Penalty.
- 12.10.070 Ability-to-pay determination.
- 12.10.080 Removal or disposal of seized property.
- 12.10.090 Revocation of permit.

Section 12.10.010. 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 12.10.020. 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 12.10.030. 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 rights-of-way.
- (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 an annual fingerprinting background check and to submit the results to the City as an attachment to their application. Information related to an applicant's

immigration status will not be used or disclosed by the City to any other governmental agency.

- (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.
- (f) The Public Works Director shall deny the application on any of the following grounds:
 - 1. The applicant does not submit one of more of the items required by the application form; and/or
 - 2. The applicant for a Sidewalk Vendor Permit was convicted of any of the following crimes, or of an attempt or conspiracy to commit any of the following crimes, as defined in the California Penal Code, and such conviction indicates that the applicant may pose a danger to the public if granted a permit: murder, mayhem, kidnapping, robbery, assault with intent to commit a felony, assault, battery, rape, arson, burglary, possession of burglarious instruments or deadly weapons, or any crime for which the applicant is required to register as a sex offender pursuant to California Penal Code Section 290.

Section 12.10.040. 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 12.10.050. 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, within 500 feet of 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 and adjacent to residential uses.
- (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.
- (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.

Section 12.10.060. 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. A written warning for a first violation;
 - 2. Two hundred fifty dollars (\$250.00) for a second violation; or
 - 3. Five hundred dollars (\$500.00) for a third violation within one (1) year of the second violation; or
 - 4. One thousand dollars (\$1,000.00) for each additional violation within one (1) year of the second violation.
- (b) Any violation of any other provision of this article is punishable by an administrative fine not to exceed:
 - 1. A written warning for a first violation;
 - 2. One hundred dollars (\$100.00) for a second violation; or
 - 3. Two hundred dollars (\$200.00) for a third violation within one (1) year of the second violation; or
 - 4. Five hundred dollars (\$500.00) for each additional violation within one (1) year of the second violation.
 - 5. 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 12.10.070. Ability-to-pay determination.

- (a) Any fine issued under Section 12.10.050 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 12.10.080. 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 12.10.090. Revocation of permit.

A sidewalk vending permit may be revoked pursuant to the revocation procedures, as applicable, set forth in Section 5.04.320 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.

SECTION 10. This Ordinance shall become effective after the thirtieth day following its adoption.

APPROVED AND ADOPTED this 15th day of February, 2022.

MELISSA YBARRA, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

ZAYNAH N. MOUSSA,
Interim City Attorney

CALIFORNIA NEWSPAPER SERVICE BUREAU

DAILY JOURNAL CORPORATION

Mailing Address : 915 E FIRST ST, LOS ANGELES, CA 90012
Telephone (800) 788-7840 / Fax (800) 464-2839
Visit us @ www.LegalAdstore.com

LISA POPE
CITY OF VERNON CITY CLERK
4305 SANTA FE AVE
VERNON, CA 90058

PRE# 3553101

SUMMARY OF ORDINANCE No. 1276

Ordinance No. 1276 adds Chapter 12.10 – Sidewalk Vending to Title 12 of the Vernon Municipal Code 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.

Ordinance No. 1276 was introduced by the Vernon City Council at a regular meeting on February 1, 2022. Second reading and adoption of the ordinance are scheduled for the Regular City Council meeting on February 15, 2022, at City Hall, 4305 Santa Fe Avenue, Vernon, California. The full text of Ordinance No. 1276 is on file in the City Clerk Department.

2/10/22

PRE-3553101#
HUNTINGTON PARK BULLETIN

COPY OF NOTICE

Notice Type: ORD ORDINANCE PUBLICATION

Ad Description

Ordinance 1276 - Introduction Summary

To the right is a copy of the notice you sent to us for publication in the HUNTINGTON PARK BULLETIN. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

02/10/2022

An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.



City Council Agenda Item Report

Submitted by: Sandra Dolson
Submitting Department: City Clerk
Meeting Date: February 15, 2022

SUBJECT

Claims Against the City

Recommendation:

Receive and file the claim submitted by the Law Offices of Mabel N. Orue on behalf of Maria Isabel Rodriguez Navarro in an undetermined amount.

Background:

On February 3, 2022 , the City received the following claim:

Name of Claimant - Law Offices of Mabel N. Orue on behalf of Maria Isabel Rodriguez Navarro

Amount Demanded - Undetermined (demand will be provided upon completion of treatment)

Pursuant to Municipal Code Section 2.32.040, 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. [20220203 Law Office of Mabel N. Orue - Maria Isabel Rodriguez Navarro](#)

LAW OFFICES
OF
MABEL N. ORUÉ

BROADWAY PLAZA
2107 N. BROADWAY ST. #105
SANTA ANA, CA 92706

(714) 368-9165 • FAX (714) 368-9803
mabelnorue@hotmail.com

RECEIVED

FEB 03 2022

CITY CLERK'S OFFICE

January 25, 2022

SENT CERTIFIED MAIL/RETURN RECEIPT
CERT# 7020 2450 0000 0054 9200

City of Vernon City Clerk
4305 South Santa Fe Ave.
Vernon, CA. 90058

RE: Our Client: MARIA ISABEL RODRIGUEZ NAVARRO
Date of Accident : 5/30/21
Place of Accident : Stanton & Vernon, in the City of
Vernon

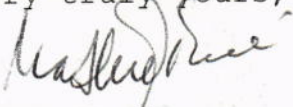
Dear Sir/Madam:

This is to inform you that this office represents MARIA ISABEL RODRIGUEZ NAVARRO, regarding injuries She received in the accident referenced above, in which you were the City Clerk.

Please inform us, who was the liability insurance carrier at the time of the accident. Please sign and return the letter to our Santa Ana office in the envelope provided, and keep the enclosed copy of this letter for you files.

Please be advised that if we do not receive your response within ten days, we will be forced to take other actions.

Very truly yours,


MABEL N. ORUE
LAW OFFICES OF MABEL N. ORUE
MNO/eo

P.S.: I am enclosing copy of pictures depicting the place of the accident, shoes she was wearing and injury to her knee.

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. 911.2)
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)

TO: CITY OF VERNON CITY COUNCIL

Name of Claimant

Maria Isabel Rodriguez Navarro

Age of Claimant (If natural person)

59

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:

Law Offices of Mabel N. Orue - 2107 N. Broadway St, Suite 105, Santa Ana, CA. 92706

How did DAMAGE or INJURY occur? Give full particulars.

I was walking northbound on Stanton on the west sidewalk close to Vernon, in the City of Vernon; the sidewalk was lifted due to tree roots. I did not see it and tripped forward and even though I put my left arm to stop the fall I could not avoid falling.

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

The accident happened on 5/30/21 around 4:45-5:00 p.m. and injured my left shoulder, both knees and developed headaches.

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:

The accident happened northbound on Stanton on the west sidewalk close to Vernon, i the City of Vernon.

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:

The sidewalk was lifted due to tree roots and the City did not correct the problem and left a dangeroud condition.

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

I injured my left shoulder, neck, both knees and developed headaches.

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

I am still treating; I was referred to an orthopedic doctor for evaluation.

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

My attorney will send the demand upon completion of my treatment and receipt of the medical records.

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

I was insured by Emergency Medical and I provided my ID to Community Hospital of Huntington Park. I am not aware of the amount charge. ID#: [REDACTED]

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

(Amount)

None

Name and address of Witnesses, Doctors and Hospitals:

There were a lot of witnesses but I did not get their information

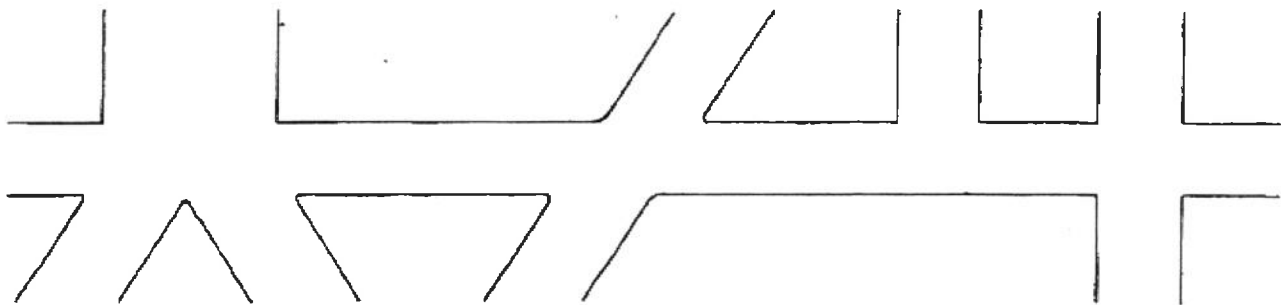
READ CAREFULLY

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.

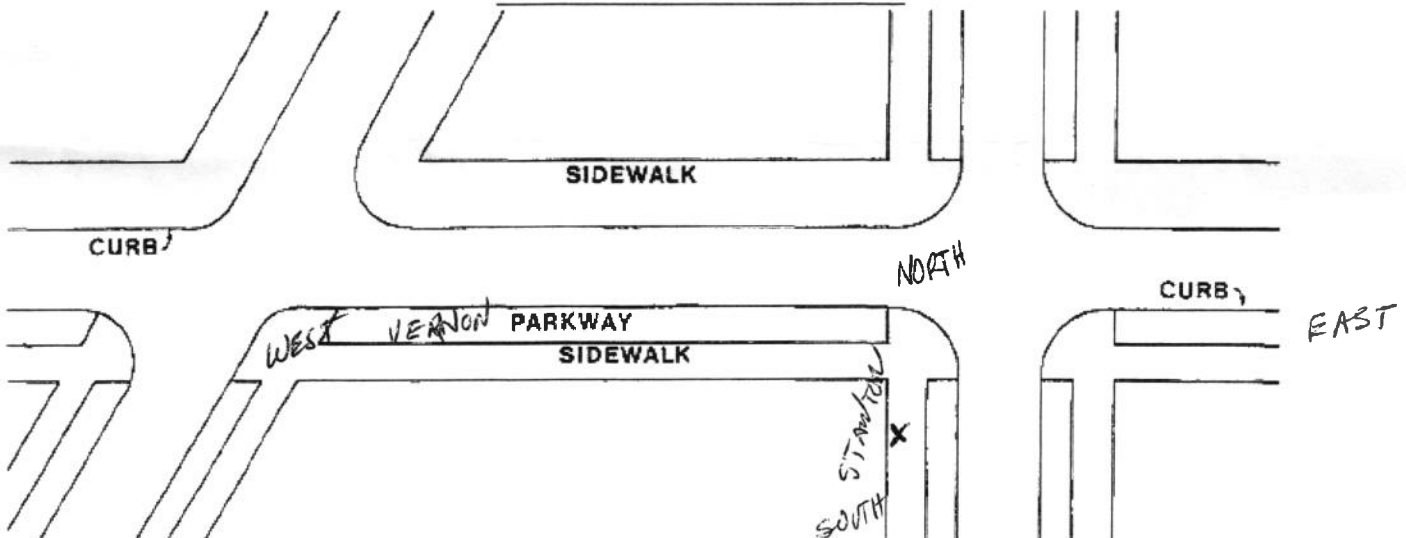
If City Vehicle was Involved, designate by letter "A" location of City vehicle when you first saw it and by "B" location of yourself or your vehicle when you first saw City vehicle; location of City vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of accident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

Maria Isabel Rodriguez Navarro

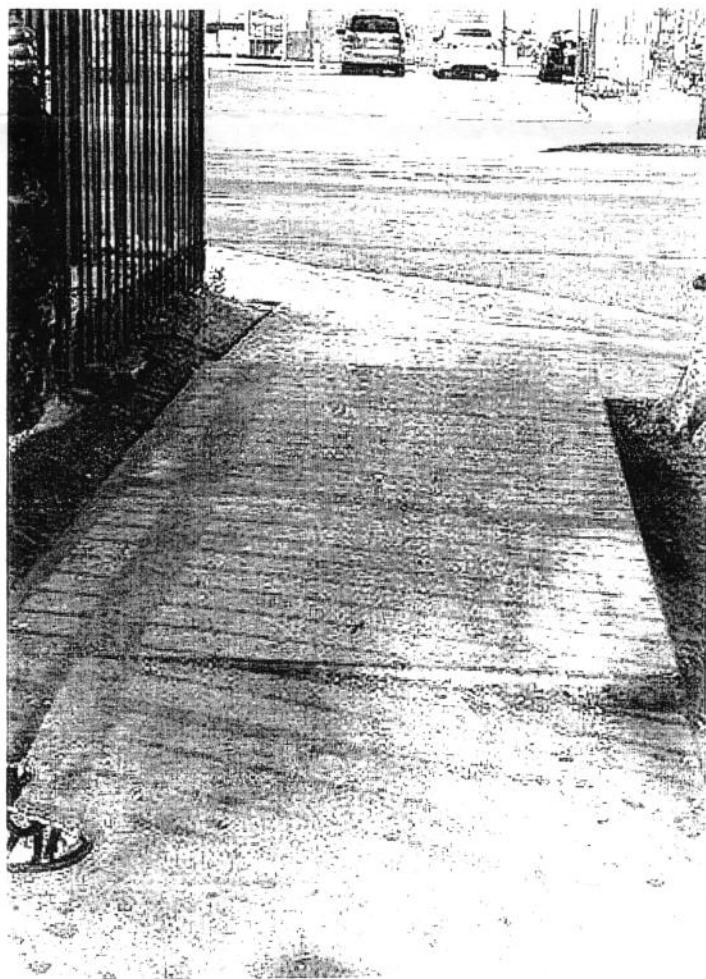
Signature of Claimant or person filing on his/her behalf, giving relationship to Claimant

[REDACTED]

Date

1-25-22

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)









City Council Agenda Item Report

Submitted by: Efren Peregrina
Submitting Department: Finance/Treasury
Meeting Date: February 15, 2022

SUBJECT

City Payroll Warrant Register

Recommendation:

Approve City Payroll Warrant Register No. 788, for the period of January 1 through January 31, 2022, totaling \$2,509,060.57 and consisting of ratification of direct deposits, checks and taxes totaling \$1,621,614.09 and ratification of checks and electronic fund transfers (EFT) for payroll related disbursements totaling \$887,446.48 paid through operating bank account.

Background:

Section 2.32.060 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. 788 covering claims and demands presented during the period of January 1 through January 31, 2022, 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. 788, totals \$2,509,060.57. 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. 788.


Attachments:

1. [City Payroll Warrant Register No. 788](#)

PAYROLL WARRANT REGISTER
City of Vernon

No. **788** Month of **January 2022**

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



Scott A. Williams
Director of Finance / City Treasurer

Date: 2/9/2022

This is to certify that the claims or demands covered by the above listed warrants have been audited by the City Council of the City of Vernon and that all of said warrants are approved for payments

DATE

DATE

Payrolls reported for the month of January

12/19/2021 - 01/01/2022, Paydate 01/13/2022

01/02/2022 - 01/15/2022, Paydate 01/27/2022

Payment

Method	Date	Payment Description	Amount
ACH	01/13/22	Net payroll, checks	\$ 11,054.14
ACH	01/13/22	Net payroll, direct deposits	591,539.87
ACH	01/13/22	Payroll taxes	169,845.28
ACH	01/27/22	Net payroll, checks	11,482.88
ACH	01/27/22	Net payroll, direct deposits	661,368.83
ACH	01/27/22	Payroll taxes	176,323.09

Total net payroll and payroll taxes**1,621,614.09**

12409	01/13/22	ICMARC	30,771.58
12408	01/13/22	IBEW Dues	3,130.63
12407	01/13/22	Vernon Police Officers' Benefit Association	1,851.16
12412	01/28/22	CalPERS	202,879.39
12413	01/14/22	California State Disbursement Unit	41.53
12425	01/26/22	Mutual of Omaha	13,633.41
12424	01/26/22	AFLAC	10,184.79
12426	01/26/22	Colonial	6,538.80
12421	01/25/22	Blue Shield of California	347,121.87
12422	01/25/22	Metlife - Group Benefits	26,960.33
12423	01/27/22	MES Vision	3,742.68
12416	01/27/22	ICMARC	30,377.70
12415	01/27/22	Teamsters Local 911	2,358.00
12414	01/27/22	Vernon Police Officers' Benefit Association	1,861.16
12419	01/31/22	CalPERS	205,951.92
12420	01/31/22	California State Disbursement Unit	41.53

**Payroll related disbursements, paid through
Operating bank account****887,446.48****Total net payroll, taxes, and related disbursements****\$ 2,509,060.57**

City Council Agenda Item Report

Submitted by: Efren Peregrina
Submitting Department: Finance/Treasury
Meeting Date: February 15, 2022

SUBJECT

Operating Account Warrant Register

Recommendation:

Approve Operating Account Warrant Register No. 81, for the period of January 16 through January 29, 2022, totaling \$10,430,957.65 and consisting of ratification of electronic payments totaling \$10,136,246.26, ratification of the issuance of early checks totaling \$294,711.39 and voided Check No. 608639 totaling \$3,549.22.

Background:

Section 2.32.060 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. 81 covering claims and demands presented during the period of January 16 through January 29, 2022, 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. 81, totals \$10,430,957.65. 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. 81.

Attachments:

1. [Operating Account Warrant Register No. 81](#)



**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 81
FEBRUARY 15, 2022**

I hereby certify that claims and/or demands included in above listed warrant register have been audited for accuracy and availability of funds for payments and that said claims and/or demands are accurate and that the funds are available for payments thereof.



Scott Williams
Director of Finance / City Treasurer

Date: 2/9/2022

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: 608639

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 81
FEBRUARY 15, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
007026 - BEAR ELECTRICAL SOLUTIONS, INC	011.1043.590000	\$ 6,949.00	Traffic Signal Maintenance	14262				
	011.1043.590000	\$ 10,785.50	Traffic Signal Maintenance	14576				
	011.1043.590000	\$ 3,696.00	Traffic Signal Maintenance	14577				
						01/19/2022	12341	\$ 21,430.50
002581 - CITY OF RIVERSIDE	055.9200.500180	\$ 12,500.00	Capacity Charges 12/21	263470		01/19/2022	12342	\$ 12,500.00
000956 - CROSSPOINT NETWORK SOLUTIONS,	011.9019.520010	\$ 910.00	Embedded Voicemail~	IN2021394	011.0015109	01/19/2022	12343	\$ 910.00
004438 - FLEMING ENVIRONMENTAL, INC	011.1049.590000	\$ 838.46	UST Compliance Services	18185		01/19/2022	12344	\$ 838.46
005350 - HAUL AWAY RUBBISH SERVICE CO,	011.1049.596200	\$ 102.00	Disposal & Recycling Services	1CX01752		01/19/2022	12345	\$ 102.00
000209 - MERRIMAC ENERGY GROUP	011.120030	\$ 32,164.78	Fuel~	2216787	011.0015052	01/19/2022	12346	\$ 32,164.78
006687 - NDS	011.1004.520000	\$ 347.34	Postage	791431		01/19/2022	12347	\$ 347.34
002515 - POWEREX CORP	055.9200.596200	\$ 125,000.00	Energy Purchase 12/21	51160395		01/19/2022	12348	\$ 125,000.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 81
FEBRUARY 15, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
007077 - TRACEPOINT, LLC	011.9019.590110	\$ 23,263.55	Digital Forensics & Incident Reporting	TIN210269TP2DF				
	011.9019.590110	\$ 562.50	Digital Forensics & Incident Reporting	TIN210269TP3DF				
	011.9019.590110	\$ 2,693.80	Digital Forensics & Incident Reporting	TIN210269TPDF				
						01/19/2022	12349	\$ 26,519.85
006120 - WESTERN ALLIED CORPORATION	011.1049.590000	\$ 3,343.00	Air Conditioner Maintenance	35201				
						01/19/2022	12350	\$ 3,343.00
006422 - MARIPOSA LANDSCAPES, INC	011.1049.590000	\$ 3,725.28	Landscape Maintenance 11/21	95631				
	011.1049.590000	\$ 3,725.28	Landscape Maintenance 12/21	96055				
						01/19/2022	12351	\$ 7,450.56
000447 - CDW GOVERNMENT, INC	011.9019.520010	\$ 1,065.42	Samsung 43" TV~	L762091	011.0015014			
	011.9019.520010	\$ 412.92	Tripp Lite Display TV Wall Monitor	L762091	011.0015014			
	011.9019.520010	\$ 585.90	Dell AC511M Stereo USB Sound Bar	L762091	011.0015014			
	011.9019.520010	\$ 611.00	Logitech USB Headset H390 - headset	L762091	011.0015014			
	011.9019.520010	\$ 18.00	RECYCLING FEE 35" AND OVER~	L762091	011.0015014			
	011.9019.520010	\$ 151.53	Sales Tax 10.25	L762091				
	011.9019.520010	\$ 122.68	Sales Tax 10.25	L762091				
						01/19/2022	12352	\$ 2,967.45
005709 - NOBEL SYSTEMS, INC	011.9019.590110	\$ 10,000.00	GeoViewer Annual Subscription~	15292	011.0015108			
						01/19/2022	12353	\$ 10,000.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 81
FEBRUARY 15, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
004917 - WEBIPLEX, INC	011.9019.590110	\$ 4,090.00	Software License Subscription - Renewal	3834	011.0015107	01/19/2022	12354	\$ 4,090.00
001490 - ALL CITY MANAGEMENT SERVICES	011.1070.596200	\$ 2,292.30	School Crossing Guard Services	72930				
	011.1070.596200	\$ 1,986.66	School Crossing Guard Services	73255				
	011.1070.596200	\$ 1,146.15	School Crossing Guard Services	73590				
	011.1070.596200	\$ 2,101.28	School Crossing Guard Services	73947				
	011.1070.596200	\$ 1,146.15	School Crossing Guard Services	74205				
						01/21/2022	12355	\$ 8,672.54

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 81
FEBRUARY 15, 2022**

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	\$ 132,546.36	Initial Charges 01/22	202201183152785 745				
	055.9200.500190	\$ 362.91	Initial Charges 01/22	202201183152785 745				
	055.9200.500210	\$ 9,786.82	Initial Charges 01/22	202201183152785 745				
	055.9200.500170	\$ -665.25	Initial Charges 01/22	202201183152785 745				
	055.9200.500150	\$ 73,298.81	Initial Charges 12/21	202201183152785 745				
	055.9200.500170	\$ 1,320,275.28	Initial Charges 12/21	202201183152785 745				
	055.9200.500210	\$ 5,314.32	Initial Charges 12/21	202201183152785 745				
	055.9200.500240	\$ 8,583.75	Initial Charges 12/21	202201183152785 745				
	055.9200.500180	\$ -989.46	Initial Charges 12/22	202201183152785 745				
	055.9200.500190	\$ -1,856.74	Initial Charges 12/22	202201183152785 745				
						01/21/2022	12356	\$ 1,546,656.80
002060 - CALPINE ENERGY SERVICES, LP	055.9200.500160	\$ 170,240.00	Natural Gas 12/21	82548				
						01/21/2022	12357	\$ 170,240.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 81
FEBRUARY 15, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005490 - CINTAS CORPORATION	056.5600.540000	\$ 69.17	Uniforms	4102856803				
	020.1084.540000	\$ 137.77	Uniforms	4102856803				
	055.8000.540000	\$ 27.54	Uniforms	4102856803				
	055.8100.540000	\$ 162.00	Uniforms	4102856803				
	056.5600.540000	\$ 69.17	Uniforms	4104182239				
	020.1084.540000	\$ 137.77	Uniforms	4104182239				
	055.8000.540000	\$ 27.96	Uniforms	4104182239				
	055.8100.540000	\$ 153.58	Uniforms	4104182239				
	056.5600.540000	\$ 69.17	Uniforms	4104890234				
	020.1084.540000	\$ 137.77	Uniforms	4104890234				
	055.8000.540000	\$ 27.96	Uniforms	4104890234				
	055.8100.540000	\$ 153.58	Uniforms	4104890234				
	056.5600.540000	\$ 69.17	Uniforms	4105497045				
	020.1084.540000	\$ 141.51	Uniforms	4105497045				
	055.8000.540000	\$ 27.96	Uniforms	4105497045				
	055.8100.540000	\$ 153.58	Uniforms	4105497045				
	056.5600.540000	\$ 69.17	Uniforms	4106138562				
	020.1084.540000	\$ 137.77	Uniforms	4106138562				
	055.8000.540000	\$ 27.96	Uniforms	4106138562				
	055.8100.540000	\$ 153.58	Uniforms	4106138562				
	056.5600.540000	\$ 69.17	Uniforms	4106904212				
	020.1084.540000	\$ 137.77	Uniforms	4106904212				
	055.8000.540000	\$ 27.96	Uniforms	4106904212				

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 81
FEBRUARY 15, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005490 - CINTAS CORPORATION	055.8100.540000	\$ 153.58	Uniforms	4106904212				
	056.5600.540000	\$ 69.17	Uniforms	4107558103				
	020.1084.540000	\$ 137.77	Uniforms	4107558103				
	055.8000.540000	\$ 27.96	Uniforms	4107558103				
	055.8100.540000	\$ 153.58	Uniforms	4107558103				
						01/21/2022	12358	\$ 2,731.10
007262 - CITADEL ENERGY MARKETING, LLC	055.9200.500160	\$ 155,775.00	Natural Gas 12/21	105374				
						01/21/2022	12359	\$ 155,775.00
005388 - CONOCOPHILLIPS COMPANY	055.9200.500160	\$ 387,650.00	Natural Gas 12/21	170305				
						01/21/2022	12360	\$ 387,650.00
007099 - CRC MARKETING, INC	055.9200.500160	\$ 359,560.00	Natural Gas 12/21	5007636				
						01/21/2022	12361	\$ 359,560.00
004116 - EDF TRADING NORTH AMERICA, LLC	055.9200.500160	\$ 164,859.50	Natural Gas 12/21	1988747				
						01/21/2022	12362	\$ 164,859.50
006899 - G2 INTEGRATED SOLUTIONS, LLC	055.9000.595200	\$ 9,192.76	Natural Gas Compliance Services	112510				
						01/21/2022	12363	\$ 9,192.76
001668 - LORENZO GAYTAN	011.1031.540000	\$ 109.50	Reimbursement for Uniform Pants	011822				
						01/21/2022	12364	\$ 109.50

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 81
FEBRUARY 15, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005034 - KRONOS INCORPORATED	011.9019.590110	\$ 760.70	Software Usage Fees	11813869		01/21/2022	12365	\$ 760.70
003053 - LEVEL 3 COMMUNICATIONS, LLC	057.1057.500173	\$ 4,381.26	Internet Access Services	254230952		01/21/2022	12366	\$ 4,381.26
006086 - MACQUARIE ENERGY, LLC	055.9200.500160	\$ 1,915,529.40	Natural Gas 12/21	GASI00164946		01/21/2022	12367	\$ 1,915,529.40
006262 - MERCURIA ENERGY AMERICA, LLC	055.9200.500160	\$ 283,249.33	Natural Gas 12/21	3642906		01/21/2022	12368	\$ 283,249.33
006318 - MIECO, LLC	055.9200.500160	\$ 214,846.50	Natural Gas 12/21	290605		01/21/2022	12369	\$ 214,846.50
007221 - RICHARD WARREN OLSEN	055.9190.595200	\$ 10,694.62	Service Fees, MGS Aquisition &	122021		01/21/2022	12370	\$ 10,694.62
005908 - PACIFIC SUMMIT ENERGY, LLC	055.9200.500160	\$ 133,753.00	Natural Gas 12/21	234017		01/21/2022	12371	\$ 133,753.00
001649 - PIC ENVIRONMENTAL SERVICES	011.1060.595200	\$ 3,000.00	Geologic Consulting Services	15960		01/21/2022	12372	\$ 3,000.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 81
FEBRUARY 15, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005044 - RONS MAINTENANCE, INC	011.1043.590000	\$ 13,872.00	Catch Basin Cleaning~	355		01/21/2022	12373	\$ 13,872.00
002517 - SO CAL PUBLIC POWER AUTHORITY	055.9200.500154	\$ 218,112.38	Astoria 2 Solar Project	ATSP0122		01/21/2022	12374	\$ 218,112.38
002517 - SO CAL PUBLIC POWER AUTHORITY	055.9200.500154	\$ 152,867.72	Antelope DSR 1 Solar Project	DSR10122		01/21/2022	12375	\$ 152,867.72
002517 - SO CAL PUBLIC POWER AUTHORITY	055.9200.596200	\$ 3,588.16	Resolution Billing	0122		01/21/2022	12376	\$ 3,588.16
002079 - SO CAL JOINT POLE COMMITTEE	055.9100.596200	\$ 1,068.08	Operating Expense 12/21	21270		01/21/2022	12377	\$ 1,068.08
007225 - TWIN EAGLE RESOURCES MGMT, LLC	055.9200.500160	\$ 30,375.00	Natural Gas 12/21	104936		01/21/2022	12378	\$ 30,375.00
002227 - US DEPARTMENT OF ENERGY	055.9200.500180	\$ 30,065.94	Boulder Canyon Project Charges 12/21	GG1766W1221		01/21/2022	12379	\$ 45,162.04
	055.9200.500150	\$ 15,096.10	Boulder Canyon Project Charges 12/21	GG1766W1221				
005182 - ANTHEM BLUE CROSS	011.1026.502031	\$ 14,182.77	Medical Retirees~	213172161		01/25/2022	12380	\$ 14,182.77

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 81
FEBRUARY 15, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
000059 - SO CAL EDISON	011.1043.560000	\$ 61.69	Period: 08/27/21 - 09/27/21	092821(2)				
	011.1043.560000	\$ 450.35	Period: 09/21	100221(2)				
						01/19/2022	12381	\$ 512.04
001552 - HOME DEPOT CREDIT SERVICES	020.1084.520000	\$ 574.88	Small Tools & Plumbing Hardware~	012022_MULTIPLE	011.0014876			
						01/20/2022	12382	\$ 574.88
005506 - BEST BEST & KRIEGER, LLP	011.1024.593200	\$ 4,296.50	Re: General Municipal Matters	924020				
	011.1024.593200	\$ 1,066.00	Re: Whitworth, Keith Vernon	924022				
						01/25/2022	12383	\$ 5,362.50
005490 - CINTAS CORPORATION	011.1047.540000	\$ 217.57	Uniforms	4108251152				
						01/25/2022	12384	\$ 217.57
006660 - GRAFIX SYSTEMS	011.1031.570000	\$ 689.52	Digital Print Services	29685				
	011.1031.570000	\$ 253.67	Digital Print Services	29694				
						01/25/2022	12385	\$ 943.19
006298 - CIMA ENERGY, LP	055.9200.500160	\$ 189,600.00	Natural Gas 12/21	12210040331				
						01/25/2022	12386	\$ 189,600.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 81
FEBRUARY 15, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
003049 - PETRELLI ELECTRIC, INC	055.9100.900000	\$ 198,267.08	Electric Service Maintenance 12/21	210414				
	057.1057.900000	\$ 16,836.56	Electric Service Maintenance 12/21	210414				
	055.8300.590000	\$ 735,354.70	Electric Service Maintenance 12/21	210414				
	055.8000.590000	\$ 33,497.05	Electric Service Maintenance 12/21	210414				
	057.1057.590000	\$ 25,955.00	Electric Service Maintenance 12/21	210414				
	055.9100.900000	\$ 740,262.04	Bond Projects	210414				
						01/26/2022	12387	\$ 1,750,172.43
002143 - CITY OF PASADENA	055.9200.500160	\$ 6,828.00	Natural gas 12/21	30017426				
						01/27/2022	12388	\$ 6,828.00
000947 - DAILY JOURNAL CORPORATION	011.1003.596300	\$ 120.00	Publication Services	B3536300				
	011.1003.550000	\$ 75.00	Publication Services	B3547979				
	011.1003.550000	\$ 90.00	Publication Services	B3547982				
						01/27/2022	12389	\$ 285.00
004500 - ICE US OTC COMMODITY MARKETS,	055.9200.596200	\$ 182.20	Physical Gas	1221001688006				
	055.9200.596200	\$ 1,067.80	OTC Commission Adjustment	1221001688088				
						01/27/2022	12390	\$ 1,250.00
006198 - JRM	055.9000.596200	\$ 12,168.00	Security Services~	5940				
	055.8100.596200	\$ 74,484.00	Security Services~	5941				
						01/27/2022	12391	\$ 86,652.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 81
FEBRUARY 15, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
006746 - VERONICA PETROSYAN	011.1060.520000	\$ 44.16	Reimb. Vaccine Mobile Vehicle Supplies	012422		01/27/2022	12392	\$ 44.16
002517 - SO CAL PUBLIC POWER AUTHORITY	055.9200.500180	\$ 223,511.00	Minimum Cost 01/22	PV0122				
	055.9200.500150	\$ 44,251.00	Variable Cost 12/21	PV0122				
	055.122100	\$ 10,000.00	PSF Cost 12/21	PV0122		01/27/2022	12393	\$ 277,762.00
001581 - THE GAS COMPANY	055.9200.550022	\$ 168,945.16	Reservation & Transmission Charges~	011022		01/27/2022	12394	\$ 168,945.16
002459 - PORT CANAVERAL PWR CONSULTANTS	055.9000.596200	\$ 26,349.92	Consultation & Support Services	VERNPVHNOVEMB ER2021		01/27/2022	12395	\$ 26,349.92
006722 - AVENU MUNISERVICES, LLC	011.1004.595200	\$ 3,750.00	UUT Fixed Fee~	INV06013273		01/28/2022	12396	\$ 3,750.00
001444 - COUNTY OF LOS ANGELES	011.1033.596200	\$ 1,260,455.00	Fire Protection Services~	C0010211				
	011.1033.596200	\$ 112,025.47	Fire Protection Services~	C0010211				
	011.1033.596200	\$ 27,517.60	Fire Protection Services~	C0010211		01/28/2022	12397	\$ 1,399,998.07
006441 - GOVINVEST, INC	011.1004.595200	\$ 5,000.00	Pension Obligation Bond Module~	20213262		01/28/2022	12398	\$ 5,000.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 81
FEBRUARY 15, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
001552 - HOME DEPOT CREDIT SERVICES	055.8100.520000	\$ 185.18	Small Tools & Plumbing Hardware~	012122_MULTIPLE	055.0002902			
	055.8400.590000	\$ 943.34	Small Tools & Plumbing Hardware~	012122_MULTIPLE	055.0002902			
	055.9000.520000	\$ 248.14	Small Tools & Plumbing Hardware~	012122_MULTIPLE	055.0002902			
						01/21/2022	12399	\$ 1,376.66
002190 - OFFICE DEPOT	011.1026.520000	\$ 94.16	Office Supplies	194444239001				
						01/21/2022	12400	\$ 94.16

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 81
FEBRUARY 15, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
001481 - VERIZON WIRELESS	055.9000.560010	\$ 1,572.71	Period: 09/08/21 - 10/07/21	100721_MULTIPLE				
	055.8000.560010	\$ 1,585.06	Period: 09/08/21 - 10/07/21	100721_MULTIPLE				
	055.8200.560010	\$ 2,095.41	Period: 09/08/21 - 10/07/21	100721_MULTIPLE				
	056.5600.560010	\$ 261.24	Period: 09/08/21 - 10/07/21	100721_MULTIPLE				
	011.9019.560010	\$ 203.97	Period: 09/08/21 - 10/07/21	100721_MULTIPLE(
				2)				
	011.9019.560010	\$ 125.13	Period: 09/08/21 - 10/07/21	100721_MULTIPLE(
				2)				
	011.9019.560010	\$ 1,810.33	Period: 09/08/21 - 10/07/21	100721_MULTIPLE(
				2)				
	011.9019.560010	\$ 2,486.59	Period: 09/08/21 - 10/07/21	100721_MULTIPLE(
				2)				
	011.9019.560010	\$ 51.27	Period: 09/08/21 - 10/07/21	100721_MULTIPLE(
				2)				
	011.9019.560010	\$ 1,062.75	Period: 09/08/21 - 10/07/21	100721_MULTIPLE(
				2)				
	011.9019.560010	\$ 683.14	Period: 09/08/21 - 10/07/21	100721_MULTIPLE(
				2)				
	011.9019.560010	\$ 1,096.19	Period: 09/08/21 - 10/07/21	100721_MULTIPLE(
				2)				
	011.9019.560010	\$ 204.92	Period: 10/08/21 - 11/07/21	110721_MULTIPLE				
	011.9019.560010	\$ 124.97	Period: 10/08/21 - 11/07/21	110721_MULTIPLE				
	011.9019.560010	\$ 964.05	Period: 10/08/21 - 11/07/21	110721_MULTIPLE				
	011.9019.560010	\$ 2,399.55	Period: 10/08/21 - 11/07/21	110721_MULTIPLE				
	011.9019.560010	\$ 51.27	Period: 10/08/21 - 11/07/21	110721_MULTIPLE				
	011.9019.560010	\$ 920.25	Period: 10/08/21 - 11/07/21	110721_MULTIPLE				

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001481 - VERIZON WIRELESS	011.9019.560010	\$ 2,860.76	Period: 10/08/21 - 11/07/21	110721_MULTIPLE				
	011.9019.560010	\$ 1,032.52	Period: 10/08/21 - 11/07/21	110721_MULTIPLE				
						01/26/2022	12401	\$ 21,592.08
002242 - CA DEPARTMENT OF TAX & FEE ADM	055.200230	\$ 89,380.00	Electrical Energy Surcharge 10/21 -	012522				
						01/26/2022	12402	\$ 89,380.00
002242 - CA DEPARTMENT OF TAX & FEE ADM	011.200250	\$ 348.50	4Q21 Use Tax Payment	123121				
	011.1004.530034	\$ 0.50	4Q21 Use Tax Payment	123121				
						01/27/2022	12403	\$ 349.00
002190 - OFFICE DEPOT	011.1031.520000	\$ 505.24	Office Supplies	210235649001				
	011.1031.520000	\$ 27.55	Office Supplies	211355210001				
						01/28/2022	12404	\$ 532.79
001581 - THE GAS COMPANY	056.5600.560000	\$ 57.40	Period: 11/10/21 - 12/13/21	121521				
						01/28/2022	12405	\$ 57.40
001617 - UPS	011.1041.520000	\$ 63.15	Period: 01/22	933312022(2)				
						01/28/2022	12406	\$ 63.15
TOTAL ELECTRONIC								\$ 10,136,246.26

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EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
001970 - AQUA-METRIC SALES COMPANY	020.1084.900000	\$ 4,305.00	6" OMNI T2 with ITRON Connector	INV0085543	011.0014934			
	020.1084.900000	\$ 9,621.20	4" OMNI T2 with ITRON Connector	INV0085543	011.0014934			
	020.1084.900000	\$ 1,427.43	Sales Tax 10.25	INV0085543				
	020.1084.900000	\$ 4,500.00	2" OMNI R2 with ITRON Connector	INV0085957	011.0014934			
	020.1084.900000	\$ 461.25	Sales Tax 10.25	INV0085957				
	020.1084.900000	\$ 3,000.00	2" OMNI R2 with ITRON Connector	INV0086095	011.0014934			
	020.1084.900000	\$ 307.50	Sales Tax 10.25	INV0086095				
						01/20/2022	608604	\$ 23,622.38
001948 - AT&T	011.9019.560010	\$ 209.07	Period: 09/10/21 - 10/09/21	171155895				
	011.9019.560010	\$ 23.40	Period: 09/06/21 - 10/05/21	17145305				
	011.9019.560010	\$ 2,971.19	Period: 09/10/21 - 10/09/21	17155459				
	011.9019.560010	\$ 45.39	Period: 09/10/21 - 10/09/21	17155460				
	055.9000.560010	\$ 249.82	Period: 09/10/21 - 10/09/21	17155461				
	011.9019.560010	\$ 2,058.41	Period: 09/10/21 - 10/09/21	17155462				
	011.9019.560010	\$ 1,285.33	Period: 09/10/21 - 10/09/21	17155463				
	056.5600.560010	\$ 673.53	Period: 09/10/21 - 10/09/21	17155464				
	056.5600.560010	\$ 23.40	Period: 09/10/21 - 10/09/21	17155563				
	011.9019.560010	\$ 21.73	Period: 09/15/21 - 10/14/21	17196214				
						01/20/2022	608605	\$ 7,561.27

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001948 - AT&T	011.9019.560010	\$ 603.01	Period: 07/20/21 - 08/19/21	082021(2)				
	011.9019.560010	\$ 684.87	Period: 10/20/21 - 11/19/21	112021				
						01/20/2022	608606	\$ 1,287.88
002889 - AT&T MOBILITY	011.9019.560010	\$ 46.23	Period: 10/09/21 - 11/08/21	832176480X11162				
				021				
						01/20/2022	608607	\$ 46.23
004448 - BATTERY SYSTEMS, INC	011.1046.520000	\$ 775.46	Vehicle Batteries~	7208371	011.0014856			
	011.1046.520000	\$ 151.20	Vehicle Batteries~	7242125	011.0014856			
	011.1046.520000	\$ 34.79	Vehicle Batteries~	7261021	011.0014856			
						01/20/2022	608608	\$ 961.45
003749 - CA BUILDING STANDARDS COMMISSI	011.1041.595200	\$ 653.40	4th Qtr 09/01/21 - 12/31/21	010622				
						01/20/2022	608609	\$ 653.40
003037 - SECRETARY FOR ENV. PROTECTION	011.240020	\$ 3,444.00	2nd Qtr FY 21/22 Surcharge Transmittal	011922				
	011.240021	\$ 270.00	2nd Qtr FY 21/22 Surcharge Transmittal	011922				
	011.240022	\$ 26.00	2nd Qtr FY 21/22 Surcharge Transmittal	011922				
						01/20/2022	608610	\$ 3,740.00
001973 - CALIFORNIA FRAME & AXLE	011.1046.590000	\$ 245.00	Labor	66543	011.0014861			
	011.1046.520000	\$ 1,135.88	Front End Repair & Alignment Services~	66714	011.0014861			
	011.1046.590000	\$ 552.50	Labor	66714	011.0014861			
						01/20/2022	608611	\$ 1,933.38

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007100 - CEDRO CONSTRUCTION, INC	020.1084.900000	\$ 137,077.40	Progress Payment #5~	123121		01/20/2022	608612	\$ 137,077.40
004163 - CENTRAL FORD	011.1046.520000	\$ 67.36	Auto Parts~	382106	011.0014859			
	011.1046.520000	\$ -65.68	Auto Parts~	382663	011.0014859			
	011.1046.520000	\$ 240.08	Auto Parts~	383096	011.0014859	01/20/2022	608613	\$ 241.76
000977 - DEPARTMENT OF CONSERVATION	011.1041.595200	\$ 4,432.03	Mapping Fee 4th Qtr 2021	010622		01/20/2022	608614	\$ 4,432.03
007145 - DUNCAN WEINBERG GENZER	055.9000.596200	\$ 126.00	Professional Services~	35637LSG				
	055.9000.596200	\$ 583.00	Professional Services~	35638LSG		01/20/2022	608615	\$ 709.00
006696 - FACTORY MOTOR PARTS	011.1046.520000	\$ 212.69	Auto Parts~	109726381	011.0014862			
	011.1046.520000	\$ 139.79	Auto Parts~	167093599	011.0014862	01/20/2022	608616	\$ 352.48
000399 - GARVEY EQUIPMENT COMPANY	011.1046.520000	\$ 1,111.22	Auto Parts & Accessories~	142734	011.0014858			
	011.1046.520000	\$ 63.47	Auto Parts & Accessories~	142735	011.0014858	01/20/2022	608617	\$ 1,174.69
004239 - HSA BANK	011.1031.502030	\$ 1,500.00	Employer Contribution 01/01/22	011922(2)		01/20/2022	608618	\$ 1,500.00

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004239 - HSA BANK	011.1002.502030	\$ 500.00	Employer Contribution ~	011922				
	011.1031.502030	\$ 250.00	Employer Contribution ~	011922				
						01/20/2022	608619	\$ 750.00
006883 - KEITH W. COWHEY, D.D.S., INC	011.1026.502031	\$ 463.50	Medical Services / B. Malkenhorst	120621				
						01/20/2022	608620	\$ 463.50
003908 - LOPEZ & LOPEZ TIRE SERVICE	011.1046.590000	\$ 18.00	Labor	4595	011.0014863			
	011.1046.520000	\$ 16.42	Tires, Accessories & Repairs~	4644	011.0014863			
	011.1046.590000	\$ 75.00	Labor	4644	011.0014863			
	011.1046.520000	\$ 209.80	Tires, Accessories & Repairs~	4722	011.0014863			
	011.1046.590000	\$ 75.00	Labor	4722	011.0014863			
						01/20/2022	608621	\$ 394.22
007282 - ESTEBAN LOPEZ	011.1033.467100	\$ 50.00	Refund Overpayment in Error	011822				
						01/20/2022	608622	\$ 50.00

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000309 - NAPA AUTO PARTS	011.1046.520000	\$ 210.55	Auto Parts & Accessories~	114934	011.0014864			
	011.1046.520000	\$ -60.23	Auto Parts & Accessories~	114990	011.0014864			
	011.1046.520000	\$ 35.48	Auto Parts & Accessories~	115314	011.0014864			
	011.1046.520000	\$ 91.49	Auto Parts & Accessories~	115485	011.0014864			
	011.1046.520000	\$ 17.03	Auto Parts & Accessories~	115489	011.0014864			
	011.1046.520000	\$ 71.12	Auto Parts & Accessories~	115535	011.0014864			
	011.1046.520000	\$ 164.17	Auto Parts & Accessories~	116421	011.0014864			
	011.1046.520000	\$ 82.66	Auto Parts & Accessories~	116545	011.0014864			
	011.1046.520000	\$ 36.29	Auto Parts & Accessories~	116582	011.0014864			
	011.1046.520000	\$ 72.02	Auto Parts & Accessories~	117253	011.0014864			
	011.1046.520000	\$ 76.93	Auto Parts & Accessories~	117348	011.0014864			
	011.1046.520000	\$ 367.88	Auto Parts & Accessories~	117560	011.0014864			
	011.1046.520000	\$ 88.84	Auto Parts & Accessories~	117593	011.0014864			
	011.1046.520000	\$ 58.34	Auto Parts & Accessories~	117595	011.0014864			
	011.1046.520000	\$ 93.08	Auto Parts & Accessories~	117623	011.0014864			
	011.1046.520000	\$ 89.37	Auto Parts & Accessories~	117881	011.0014864			
	011.1046.520000	\$ 214.53	Auto Parts & Accessories~	117883	011.0014864			
	011.1046.520000	\$ 71.00	Auto Parts & Accessories~	118114	011.0014864			
						01/20/2022	608623	\$ 1,780.55

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005934 - O'REILLY AUTO PARTS	011.1046.520000	\$ 575.01	Auto Parts & Accessories~	3049376927	011.0014860			
	011.1046.520000	\$ 226.37	Auto Parts & Accessories~	3049377720	011.0014860			
	011.1046.520000	\$ 184.72	Auto Parts & Accessories~	3049377763	011.0014860			
	011.1046.520000	\$ 708.55	Auto Parts & Accessories~	3049378613	011.0014860			
	011.1046.520000	\$ 89.27	Auto Parts & Accessories~	3049378777	011.0014860			
	011.1046.520000	\$ 88.43	Auto Parts & Accessories~	3049378850	011.0014860			
						01/20/2022	608624	\$ 1,872.35
006612 - QUALIFIED MOBILE, INC	011.1046.590000	\$ 964.00	Car Wash Services	291212				
	011.1046.590000	\$ 1,010.50	Car Wash Services	291419				
	011.1046.590000	\$ 1,158.50	Car Wash Services	291667				
						01/20/2022	608625	\$ 3,133.00
006956 - QUANTUM QUALITY CONSULTING, IN	011.1043.596200	\$ 620.00	Traffic Engineering Services	VE21017				
	011.1043.595200	\$ 1,580.00	Traffic Engineering Services	VE21018				
						01/20/2022	608626	\$ 2,200.00
006997 - SESPE CONSULTING, INC	011.1060.595200	\$ 8,479.50	Environmental Remediation Services 12/21	1322032				
						01/20/2022	608627	\$ 8,479.50

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006985 - TERMINIX COMMERCIAL	011.1049.590000	\$ 65.00	Pest Control 07/21~	410376740				
	011.1048.590000	\$ 75.00	Pest Control 07/21~	410376879				
	011.1048.590000	\$ 65.00	Pest Control 07/21~	410376969				
	011.1049.590000	\$ 65.00	Pest Control 07/21~	410377057				
	011.1048.590000	\$ 80.00	Pest Control 07/21~	410377169				
	011.1049.590000	\$ 65.00	Pest Control 07/21~	410582032				
	011.1049.590000	\$ 65.00	Pest Control 07/21~	410582032				
	011.1049.590000	\$ 65.00	Pest Control 07/21~	410582033				
	011.1049.590000	\$ 65.00	Pest Control 07/21~	410582033				
	011.1049.590000	\$ 84.00	Pest Control 11/21~	414545837				
						01/20/2022	608628	\$ 694.00
002358 - TETRA TECH, INC.	011.1060.595200	\$ 3,971.38	Vapor Monitoring & Sampling Services	51786918		01/20/2022	608629	\$ 3,971.38
006132 - THYSSENKRUPP ELEVATOR CORPORAT	011.1049.590000	\$ 669.00	Elevator Service & Maintenance	3006340465		01/20/2022	608630	\$ 669.00
000883 - UNITED RENTALS (NORTH AMERICA)	011.1049.520000	\$ 1,721.25	Equipment & Tool Rental	201784597001		01/20/2022	608631	\$ 1,721.25
005030 - UNITED STEEL FENCE COMPANY	055.8400.590000	\$ 1,158.00	Fencing & Repairs	19626		01/20/2022	608632	\$ 1,158.00

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001481 - VERIZON WIRELESS	011.9019.560010	\$ 905.42	Period: 10/11/21 - 11/10/21	9892501466		01/20/2022	608633	\$ 905.42
001481 - VERIZON WIRELESS	011.9019.560010	\$ 585.74	Period: 10/21	72025267		01/20/2022	608634	\$ 585.74
002075 - WEIDMANN ELECTRICAL TECHNOLOGY	055.8000.590000	\$ 870.00	Oil Samples	5900329543		01/20/2022	608635	\$ 870.00
000743 - XEROX FINANCIAL SERVICES, LLC	011.9019.590110	\$ 2,333.24	Lease Payment~	2922760		01/20/2022	608636	\$ 2,333.24
001153 - ZUMAR INDUSTRIES, INC	011.1043.520000	\$ 2,926.42	Regulatory Signs & Mounting Hardware~	95023	011.0014929			
	011.1043.520000	\$ 249.73	Regulatory Signs & Mounting Hardware~	95246	011.0014929			
	011.1043.520000	\$ 1,139.74	Regulatory Signs & Mounting Hardware~	95248	011.0014929	01/20/2022	608637	\$ 4,315.89
007295 - 24 CARROTS CATERING & EVENTS	011.1070.550000	\$ 5,023.32	Catering Services~	012422		01/25/2022	608638	\$ 5,023.32
002177 - BASIN VALVE COMPANY	056.5600.590000	\$ 145.00	Gas Supplies~	148878	056.0000636	01/27/2022	608640	\$ 145.00

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005366 - BLACK & WHITE EMERGENCY VEHICL	011.1031.570000	\$ 160.00	Vehicle Repairs	4220				
	011.1031.570000	\$ 80.00	Vehicle Repairs	4225				
	011.1031.570000	\$ 80.00	Vehicle Repairs	4315				
	011.1031.570000	\$ 100.00	Vehicle Repairs	4346				
						01/27/2022	608641	\$ 420.00
001473 - CITY OF DOWNEY	011.1060.595200	\$ 2,320.95	Animal Control Services~	10000327		01/27/2022	608642	\$ 2,320.95
000310 - CRAIG WELDING SUPPLY, CO	055.8400.590000	\$ 25.00	Refill Cylinders~	643062	055.0002890	01/27/2022	608643	\$ 25.00
006191 - DATA TICKET, INC	011.1031.594200	\$ 475.09	Parking Citation Processing Services	132335				
	011.1031.594200	\$ 220.75	Parking Citation Processing Services	133515				
						01/27/2022	608644	\$ 695.84
004093 - EL MONTE TRANSMISSION	011.1046.520000	\$ 1,100.00	Transmission Rebuild Kit	123021	011.0015073			
	011.1046.590000	\$ 1,300.00	Labor to Rebuild Transmission	123021	011.0015073			
	011.1046.520000	\$ 110.00	Sales Tax 10.00	123021				
						01/27/2022	608645	\$ 2,510.00
001137 - GRAY, BRANDON	011.1031.596500	\$ 208.00	CPCA 45th Annual Training Symposium	011322		01/27/2022	608646	\$ 208.00
007299 - MELISSA HERNANDEZ	011.1026.596200	\$ 96.00	Reimb. Live Scan	012522		01/27/2022	608647	\$ 96.00

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002590 - HORIZON AIR MEASUREMENT	055.8200.590000	\$ 3,965.00	Professional Services	201510		01/27/2022	608648	\$ 3,965.00
000686 - IGOE & COMPANY, INC	011.1026.594200	\$ 97.50	Participation Fee	253365		01/27/2022	608649	\$ 97.50

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003122 - J&H AUTO BODY	011.1046.520000	\$ 336.60	Paint & Materials	17514	011.0015074			
	011.1046.520000	\$ 4,863.27	Parts	17514	011.0015074			
	011.1046.590000	\$ 288.00	Frame	17514	011.0015074			
	011.1046.590000	\$ 170.00	Sublet Repairs	17514	011.0015074			
	011.1046.590000	\$ 785.20	Labor for Body Work	17514	011.0015074			
	011.1046.590000	\$ 514.80	Labor for Paint	17514	011.0015074			
	011.1046.520000	\$ 532.99	Sales Tax 10.25	17514				
	011.1046.520000	\$ 750.91	Parts	17516	011.0015075			
	011.1046.520000	\$ 299.20	Materials & Paint	17516	011.0015075			
	011.1046.590000	\$ 387.20	Labor for Paint	17516	011.0015075			
	011.1046.590000	\$ 726.00	Labor for Body Work	17516	011.0015075			
	011.1046.520000	\$ 107.64	Sales Tax 10.25	17516				
	011.1046.520000	\$ 493.20	Paint & Materials	17519	011.0015076			
	011.1046.520000	\$ 2,583.86	Parts	17519	011.0015076			
	011.1046.590000	\$ 280.00	Frame	17519	011.0015076			
	011.1046.590000	\$ 721.60	Labor Body Shop	17519	011.0015076			
	011.1046.590000	\$ 602.80	Paint Labor	17519	011.0015076			
	011.1046.520000	\$ 315.40	Sales Tax 10.25	17519				
						01/27/2022	608650 \$	14,758.67
006567 - LACHER, DONALD	011.1031.596200	\$ 1,200.00	Background Investigation	VN003				
	011.1031.596200	\$ 1,200.00	Background Investigation	VN22001				
						01/27/2022	608651 \$	2,400.00

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EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
003272 - LANGUAGE LINE SERVICES, INC	011.1031.594200	\$ 123.62	Interpretation Services	10423677		01/27/2022	608652	\$ 123.62
000870 - MAYWOOD CAR WASH	011.1031.570000	\$ 30.00	Car & Truck Wash Services	1159		01/27/2022	608653	\$ 30.00
006586 - OCCUPATIONAL HEALTH CENTERS OF	011.1026.597000	\$ 138.00	Medical Services	72617048				
	011.1026.597000	\$ 276.00	Medical Services	72763654				
	011.1026.597000	\$ 754.50	Medical Services	73155730				
	011.1026.597000	\$ 93.50	Medical Services	73311675				
	011.1026.597000	\$ 1,576.00	Medical Services	73683206				
	011.1026.597000	\$ 834.50	Medical Services	73776988		01/27/2022	608654	\$ 3,672.50
007298 - YONNIE PARKER	011.1026.596200	\$ 52.00	Reimb. Live Scan	012522		01/27/2022	608655	\$ 52.00
000296 - PEREZ, NICHOLAS	011.1031.596500	\$ 40.00	FBI LEEDA / Supervisor Leadership	122221		01/27/2022	608656	\$ 40.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 81
FEBRUARY 15, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000191 - STATE STREET LAUNDRY	011.1031.520000	\$ 8.10	Laundry Services~	11275	011.0014922			
	011.1031.520000	\$ 5.40	Laundry Services~	11276	011.0014922			
	011.1031.520000	\$ 11.70	Laundry Services~	11277	011.0014922			
	011.1031.520000	\$ 9.90	Laundry Services~	11278	011.0014922			
	011.1031.520000	\$ 11.70	Laundry Services~	11279	011.0014922			
						01/27/2022	608657	\$ 46.80
006438 - STREAM KIM HICKS WRAGE & ALFAR	011.1024.593200	\$ 23,796.90	Re: Jerry Chavez v. City of Vernon~	21396				
						01/27/2022	608658	\$ 23,796.90
005419 - SUPERIOR CT OF CAL OF LA	011.1031.594200	\$ 1,782.50	Parking Citations 12/21	010622				
	011.1031.594200	\$ 1,766.50	Parking Citations 11/21	122721				
						01/27/2022	608659	\$ 3,549.00
007127 - TEAM MPE, INC	011.1046.520000	\$ 45.00	Flex Pipe	292686	011.0015078			
	011.1046.590000	\$ 85.00	Labor to Install Pipe	292686	011.0015078			
	011.1046.520000	\$ 4.61	Sales Tax 10.25	292686				
						01/27/2022	608660	\$ 134.61
000141 - THOMSON REUTERS - WEST	011.1024.596600	\$ 237.35	Software Subscription Charges	845436378				
	011.1024.596600	\$ 237.35	Software Subscription Charges	845625122				
	011.1031.596200	\$ 1,276.60	Software Subscription Charges	845644960				
						01/27/2022	608661	\$ 1,751.30

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 81
FEBRUARY 15, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
006739 - TYLER BUSINESS FORMS	011.1004.520000	\$ 177.09	Blank Checks	68389		01/27/2022	608662	\$ 177.09
000317 - WEST COAST ARBORISTS, INC	011.1043.590000	\$ 6,471.90	Urban Forest Management Services	179387		01/27/2022	608663	\$ 6,471.90
001088 - WON DOOR CORPORATION	011.1049.590000	\$ 560.00	Installation of (2)FireGuard Doors	265713		01/27/2022	608664	\$ 560.00
TOTAL EARLY CHECKS								\$ 294,711.39

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 81
FEBRUARY 15, 2022**

RECAP BY FUND

FUND	ELECTRONIC TOTAL	EARLY CHECK TOTAL	WARRANT TOTAL	GRAND TOTALS
011 - GENERAL	\$ 1,583,990.74	\$ 126,192.86	\$ 0.00	\$ 1,710,183.60
020 - WATER	1,543.01	160,699.78	0.00	162,242.79
055 - LIGHT & POWER	8,502,736.86	6,976.82	0.00	8,509,713.68
056 - NATURAL GAS	802.83	841.93	0.00	1,644.76
057 - FIBER OPTIC	47,172.82	0.00	0.00	47,172.82
GRAND TOTAL	\$ 10,136,246.26	\$ 294,711.39	\$ 0.00	\$ 10,430,957.65

TOTAL CHECKS TO BE PRINTED 0

CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 81
FEBRUARY 15, 2022

VOID LIST

<u>CHECK NUMBER</u>	<u>VENDOR NAME</u>		<u>AMOUNT</u>
608639	591 N BRONSON LLC	\$	3,549.22

City Council Agenda Item Report

Submitted by: Diana Figueroa
Submitting Department: Fire Department
Meeting Date: February 15, 2022

SUBJECT

Fire Department Activity Report

Recommendation:

Receive and file the December 2021 Fire Department Activity Report.

Background:

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



COUNTY OF LOS ANGELES FIRE DEPARTMENT
CITY OF VERNON STATISTICS
DECEMBER 2021 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)
12/01/21	LAC21384576	DIAA	600 - Good intent call, other	South BOYLE VERNON CA 90058	South BOYLE Avenue	E13		
12/01/21	LAC21385016	ALRWF	611 - Dispatched and cancelled en route	2300 East 57TH VERNON CA 90058	2300 East 57TH Street			
12/02/21	LAC21385277	EMS	321 - EMS call, excluding vehicle accident with injury	St South PACIFIC VERNON CA 90058	St South PACIFIC Boulevard	E52		
12/02/21	LAC21385438	STRC	150 - Outside rubbish fire, other	3655 South SOTO VERNON CA 90058	3655 South SOTO Street	E13	0	0
12/02/21	LAC21385490	INJB	321 - EMS call, excluding vehicle accident with injury	4321 South BOYLE VERNON CA 90058	4321 South BOYLE Avenue	E13		
12/02/21	LAC21385839	BEHAVA	600 - Good intent call, other	4480 South SANTA FE VERNON CA 90058	4480 South SANTA FE Avenue	E52		
12/02/21	LAC21386030	EMS	321 - EMS call, excluding vehicle accident with injury	4903 South SANTA FE VERNON CA 90058	4903 South SANTA FE Avenue	E52		
12/02/21	LAC21386087	TCA	321 - EMS call, excluding vehicle accident with injury	Downey South DOWNEY VERNON CA 90058	Downey South DOWNEY Road	S13		
12/02/21	LAC21386094	TCA	600 - Good intent call, other	DISTRICT VERNON CA 90058	DISTRICT Boulevard	E13		
12/02/21	LAC21386180	UNC	700 - False alarm or false call, other	South ATLANTIC VERNON CA 90040	South ATLANTIC Boulevard	S13		
12/03/21	LAC21386481	ALRWF	700 - False alarm or false call, other	4240 BANDINI VERNON CA 90023	4240 BANDINI Boulevard	E27		
12/03/21	LAC21386486	INJA	321 - EMS call, excluding vehicle accident with injury	2340 East 52ND VERNON CA 90058	2340 East 52ND Street	E52		
12/03/21	LAC21386534	CVA	321 - EMS call, excluding vehicle accident with injury	2425 East 30TH VERNON CA 90058	2425 East 30TH Street	E52		
12/03/21	LAC21386649	ALRWFR	730 - System malfunction, other	5800 South BOYLE VERNON CA 90058	5800 South BOYLE Avenue			
12/03/21	LAC21386816	ALRA	700 - False alarm or false	5050 EVERETT	5050 EVERETT			

DECEMBER 2021 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)
			call, other	VERNON CA 90058	Court			
12/03/21	LAC21386911	TCA	322 - Motor vehicle accident with injuries	East 52ND VERNON CA 90270	East 52ND Drive	E163		
12/03/21	LAC21387090	TCA	322 - Motor vehicle accident with injuries	710 SB 710 NO ATLANTIC VERNON CA 90058	710 SB 710 NO ATLANTIC Boulevard	S3		
12/03/21	LAC21387214	TCA	322 - Motor vehicle accident with injuries	4105 BANDINI VERNON CA 90023	4105 BANDINI Boulevard	S13		
12/04/21	LAC21387693	INJA	321 - EMS call, excluding vehicle accident with injury	2638 East VERNON VERNON CA 90058	2638 East VERNON Avenue	E52		
12/04/21	LAC21387940	ALRA	611 - Dispatched and cancelled en route	2300 East 57TH VERNON CA 90058	2300 East 57TH Street			
12/04/21	LAC21388589	TCA	322 - Motor vehicle accident with injuries	Atlantic BANDINI VERNON CA 90040	Atlantic BANDINI Boulevard	S13		
12/05/21	LAC21389351	UNC	611 - Dispatched and cancelled en route	3650 East 26TH VERNON CA 90023	3650 East 26TH Street			
12/05/21	LAC21389648	TCB	600 - Good intent call, other	South SANTA FE VERNON CA 90058	South SANTA FE Avenue	E52		
12/05/21	LAC21389796	SPILL	411 - Gasoline or other flammable liquid spill	4901 South ATLANTIC VERNON CA 90040	4901 South ATLANTIC Boulevard	E27		
12/06/21	LAC21390050	ALRA	611 - Dispatched and cancelled en route	5333 South DOWNEY VERNON CA 90058	5333 South DOWNEY Road	E13		
12/06/21	LAC21390075	ALREMS	730 - System malfunction, other	4800 South ALAMEDA VERNON CA 90058	4800 South ALAMEDA Street	E52		
12/06/21	LAC21390228	SZR	321 - EMS call, excluding vehicle accident with injury	4240 BANDINI VERNON CA 90023	4240 BANDINI Boulevard	S13		
12/06/21	LAC21390372	STRC	611 - Dispatched and cancelled en route	2638 East VERNON VERNON CA 90058	2638 East VERNON Avenue	E165		
12/06/21	LAC21390455	ALRWF	611 - Dispatched and cancelled en route	4592 East 48TH VERNON CA 90058	4592 East 48TH Street	E13		
12/06/21	LAC21390703	ALRA	321 - EMS call, excluding vehicle accident with injury	4133 BANDINI VERNON CA 90023	4133 BANDINI Boulevard			
12/07/21	LAC21391190	ALRMAN	611 - Dispatched and cancelled en route	5300 South BOYLE VERNON CA 90058	5300 South BOYLE Avenue	S13		
12/07/21	LAC21391403	RUB	600 - Good intent call, other	6017 MALBURG VERNON CA 90058	6017 MALBURG Way	E13		
12/07/21	LAC21391542	911	600 - Good intent call,	3333 South DOWNEY	3333 South	E52		

DECEMBER 2021 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)
			other	VERNON CA 90023	DOWNEY Road			
12/07/21	LAC21391569	SICKA	321 - EMS call, excluding vehicle accident with injury	BANDINI VERNON CA 90023	BANDINI Boulevard	S164		
12/07/21	LAC21391598	MISC1	600 - Good intent call, other	3365 East SLAUSON VERNON CA 90058	3365 East SLAUSON Avenue	E13		
12/07/21	LAC21392085	SICKA	321 - EMS call, excluding vehicle accident with injury	3200 East WASHINGTON VERNON CA 90023	3200 East WASHINGTON Boulevard	E52		
12/08/21	LAC21392276	RUB	600 - Good intent call, other	East VERNON VERNON CA 90058	East VERNON Avenue	E13		
12/08/21	LAC21392955	BEHAVB	321 - EMS call, excluding vehicle accident with injury	East 37TH VERNON CA 90058	East 37TH Street	E52		
12/08/21	LAC21393159	TCB	321 - EMS call, excluding vehicle accident with injury	5075 South SANTA FE VERNON CA 90058	5075 South SANTA FE Avenue	E52		
12/08/21	LAC21393322	TCB	321 - EMS call, excluding vehicle accident with injury	2424 East 26TH VERNON CA 90058	2424 East 26TH Street	E52		
12/09/21	LAC21393694	TCB	500 - Service call, other	South BOYLE VERNON CA 90058	South BOYLE Avenue	E13		
12/09/21	LAC21394064	ALRA	611 - Dispatched and cancelled en route	4401 South DOWNEY VERNON CA 90058	4401 South DOWNEY Road			
12/09/21	LAC21394097	TCB	321 - EMS call, excluding vehicle accident with injury	5119 DISTRICT VERNON CA 90058	5119 DISTRICT Boulevard	E163		
12/09/21	LAC21394098	TCA	321 - EMS call, excluding vehicle accident with injury	East SLAUSON VERNON CA 90058	East SLAUSON Avenue	S13		
12/09/21	LAC21394378	TCB	300 - Rescue, EMS incident, other	4444 AYERS VERNON CA 90023	4444 AYERS Avenue	E27		
12/09/21	LAC21394397	UNC	300 - Rescue, EMS incident, other	3200 East SLAUSON VERNON CA 90058	3200 East SLAUSON Avenue	S164		
12/10/21	LAC21394559	ALRA	700 - False alarm or false call, other	4010 East 26TH VERNON CA 90023	4010 East 26TH Street	E27		
12/10/21	LAC21395228	TCA	300 - Rescue, EMS incident, other	South DOWNEY VERNON CA 90023	South DOWNEY Road	S13		
12/10/21	LAC21395232	STRC	162 - Outside equipment fire	2727 East VERNON VERNON CA 90058	2727 East VERNON Avenue	S164		10,000
12/11/21	LAC21395747	ALRA	500 - Service call, other	4010 East 26TH VERNON CA 90023	4010 East 26TH Street	E27		

DECEMBER 2021 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)
12/11/21	LAC21395765	ALRA	500 - Service call, other	4100 BANDINI VERNON CA 90023	4100 BANDINI Boulevard	E27		
12/11/21	LAC21395875	ALRA	500 - Service call, other	4100 BANDINI VERNON CA 90023	4100 BANDINI Boulevard	E27		
12/11/21	LAC21396587	SICKA	300 - Rescue, EMS incident, other	2775 East 26TH VERNON CA 90023	2775 East 26TH Street	E52		
12/12/21	LAC21396936	DB	300 - Rescue, EMS incident, other	4440 DISTRICT VERNON CA 90058	4440 DISTRICT Boulevard	E13		
12/12/21	LAC21397542	UNC	321 - EMS call, excluding vehicle accident with injury	2500 East VERNON VERNON CA 90058	2500 East VERNON Avenue	E52		
12/13/21	LAC21398150	BLEEDA	321 - EMS call, excluding vehicle accident with injury	2701 South SANTA FE VERNON CA 90058	2701 South SANTA FE Avenue	E52		
12/13/21	LAC21398269	GRS	118 - Trash or rubbish fire, contained	3365 East SLAUSON VERNON CA 90058	3365 East SLAUSON Avenue	S13		
12/13/21	LAC21398462	PA		DISTRICT VERNON CA 90040	DISTRICT Boulevard	E163		
12/13/21	LAC21398797	TCA	600 - Good intent call, other	Soto South SOTO VERNON CA 90058	Soto South SOTO Street	S13		
12/13/21	LAC21398969	INVO	611 - Dispatched and cancelled en route	East SLAUSON VERNON CA 90058	East SLAUSON Avenue	E13		
12/13/21	LAC21399220	INVO	600 - Good intent call, other	4600 BANDINI VERNON CA 90040	4600 BANDINI Boulevard	E27		
12/14/21	LAC21399308	INJA	321 - EMS call, excluding vehicle accident with injury	East 50TH VERNON CA 90058	East 50TH Street	E163		
12/14/21	LAC21399400	UNC	600 - Good intent call, other	South ALAMEDA VERNON CA 90255	South ALAMEDA Street	E52		
12/14/21	LAC21399437	WATER	363 - Swift water rescue	Soto BANDINI VERNON CA 90058	Soto BANDINI Boulevard	S13		
12/14/21	LAC21399453	ALRWFR	321 - EMS call, excluding vehicle accident with injury	2845 East 26TH VERNON CA 90023	2845 East 26TH Street	E27		
12/14/21	LAC21399690	WATER	342 - Search for person in water	South SOTO VERNON CA 90058	South SOTO Street	E13		
12/14/21	LAC21399782	ALRA	600 - Good intent call, other	3346 East LEONIS VERNON CA 90058	3346 East LEONIS Boulevard	E52		
12/14/21	LAC21400171	ALRMAN	600 - Good intent call, other	5300 South BOYLE VERNON CA 90058	5300 South BOYLE Avenue	E13		
12/14/21	LAC21400202	INVO	600 - Good intent call,	LOS ANGELES	LOS ANGELES	E13		

DECEMBER 2021 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)
			other	VERNON CA 90040	River			
12/14/21	LAC21400243	INVO	600 - Good intent call, other	South SOTO VERNON CA 90058	South SOTO Street	E13		
12/14/21	LAC21400501	VEH	131 - Passenger vehicle fire	3883 South SOTO VERNON CA 90058	3883 South SOTO Street	E52	18,000	
12/14/21	LAC21400721	INVO	900 - Special type of incident, other	South ATLANTIC VERNON CA 90040	South ATLANTIC Boulevard	Q13		
12/15/21	LAC21400785	ALRAR	611 - Dispatched and cancelled en route	4820 East 50TH VERNON CA 90058	4820 East 50TH Street	E163		
12/15/21	LAC21400920	EMS	600 - Good intent call, other	South ATLANTIC VERNON CA 90040	South ATLANTIC Boulevard	S13		
12/15/21	LAC21401426	ALRA	531 - Smoke or odor removal	4789 LOMA VISTA VERNON CA 90058	4789 LOMA VISTA Avenue	E13		
12/15/21	LAC21401739	STRC	150 - Outside rubbish fire, other	South SOTO VERNON CA 90058	South SOTO Street	Q13		
12/16/21	LAC21402267	GASI	500 - Service call, other	3851 South SOTO VERNON CA 90058	3851 South SOTO Street	E52		
12/16/21	LAC21402426	ALRWF	611 - Dispatched and cancelled en route	2300 East 57TH VERNON CA 90058	2300 East 57TH Street			
12/16/21	LAC21402610	DB	321 - EMS call, excluding vehicle accident with injury	2608 East 37TH VERNON CA 90058	2608 East 37TH Street	E52		
12/16/21	LAC21402768	TCB	322 - Motor vehicle accident with injuries	4505 BANDINI VERNON CA 90040	4505 BANDINI Boulevard	E27		
12/16/21	LAC21402991	ASSLTB	321 - EMS call, excluding vehicle accident with injury	South DOWNEY VERNON CA 90058	South DOWNEY Road	E13		
12/16/21	LAC21403151	ASSLTB	321 - EMS call, excluding vehicle accident with injury	3737 South SOTO VERNON CA 90058	3737 South SOTO Street	E52		
12/16/21	LAC21403197	SICKB	321 - EMS call, excluding vehicle accident with injury	South SANTA FE VERNON CA 90058	South SANTA FE Avenue	E52		
12/17/21	LAC21403456	EMS	321 - EMS call, excluding vehicle accident with injury	3821 South SANTA FE VERNON CA 90058	3821 South SANTA FE Avenue	E52		
12/17/21	LAC21403487	ALREMS	600 - Good intent call, other	2350 East 48TH VERNON CA 90058	2350 East 48TH Street	E52		
12/17/21	LAC21403654	ABDA	321 - EMS call, excluding vehicle accident with injury	3851 South SOTO VERNON CA 90058	3851 South SOTO Street	S13		

DECEMBER 2021 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)
12/17/21	LAC21403738	TCA	321 - EMS call, excluding vehicle accident with injury	2316 East 38TH VERNON CA 90058	2316 East 38TH Street	E52		
12/17/21	LAC21403762	ALRWF	745 - Alarm system activation, no fire - unintentional	2909 East LEONIS VERNON CA 90058	2909 East LEONIS Boulevard	E52		
12/17/21	LAC21403790	INVO	600 - Good intent call, other	East WASHINGTON VERNON CA 90023	East WASHINGTON Boulevard	E52		
12/17/21	LAC21404158	ALRA	522 - Water or steam leak	2670 East LEONIS VERNON CA 90058	2670 East LEONIS Boulevard	E52		
12/17/21	LAC21404197	ALRWFR	745 - Alarm system activation, no fire - unintentional	2909 East LEONIS VERNON CA 90058	2909 East LEONIS Boulevard	E52		
12/17/21	LAC21404339	MAT	321 - EMS call, excluding vehicle accident with injury	2601 South SANTA FE VERNON CA 90058	2601 South SANTA FE Avenue	E52		
12/17/21	LAC21404505	TCP	322 - Motor vehicle accident with injuries	St South ALAMEDA VERNON CA 90255	St South ALAMEDA Street	S164		
12/18/21	LAC21404618	TCA	322 - Motor vehicle accident with injuries	3030 South ATLANTIC VERNON CA 90040	3030 South ATLANTIC Boulevard	E27		
12/18/21	LAC21404811	ABDA	321 - EMS call, excluding vehicle accident with injury	South SOTO VERNON CA 90023	South SOTO Street	E52		
12/18/21	LAC21404892	TREE	151 - Outside rubbish, trash or waste fire	BANDINI VERNON CA 90023	BANDINI Boulevard	E52		
12/18/21	LAC21404896	INJA	321 - EMS call, excluding vehicle accident with injury	5119 DISTRICT VERNON CA 90058	5119 DISTRICT Boulevard	S163		
12/18/21	LAC21405290	EMS	321 - EMS call, excluding vehicle accident with injury	4433 East EXCHANGE VERNON CA 90058	4433 East EXCHANGE Avenue	S13		
12/19/21	LAC21405774	MISC1	151 - Outside rubbish, trash or waste fire	East WASHINGTON VERNON CA 90023	East WASHINGTON Boulevard	E52		
12/19/21	LAC21405942	EMS	300 - Rescue, EMS incident, other	East SLAUSON VERNON CA 90058	East SLAUSON Avenue	S13		
12/19/21	LAC21406081	DB	321 - EMS call, excluding vehicle accident with injury	4462 South PACIFIC VERNON CA 90058	4462 South PACIFIC Boulevard	S13		
12/19/21	LAC21406102	STRC	441 - Heat from short circuit (wiring), defective/worn	2300 East 57TH VERNON CA 90058	2300 East 57TH Street	S164		

DECEMBER 2021 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)
12/19/21	LAC21406205	TCP	611 - Dispatched and cancelled en route	South ATLANTIC VERNON CA 90040	South ATLANTIC Boulevard	E27		
12/20/21	LAC21407216	TCA	320 - Emergency medical service, other	00 DISTRICT VERNON CA 90040	00 DISTRICT Boulevard	S163		
12/20/21	LAC21407465	INVO	151 - Outside rubbish, trash or waste fire	South SOTO VERNON CA 90023	South SOTO Street	E52		
12/21/21	LAC21408570	ASSLTB	300 - Rescue, EMS incident, other	Atlantic South ATLANTIC VERNON CA 90040	Atlantic South ATLANTIC Boulevard	E163		
12/21/21	LAC21408643	BEHAVB	321 - EMS call, excluding vehicle accident with injury	South ATLANTIC VERNON CA 90040	South ATLANTIC Boulevard	E163		
12/21/21	LAC21408650	INVI	520 - Water problem, other	2750 JEWEL VERNON CA 90058	2750 JEWEL Avenue	E52		
12/21/21	LAC21408728	ALRA	745 - Alarm system activation, no fire - unintentional	5300 South BOYLE VERNON CA 90058	5300 South BOYLE Avenue	E13		
12/22/21	LAC21409288	INJA	321 - EMS call, excluding vehicle accident with injury	3049 East VERNON VERNON CA 90058	3049 East VERNON Avenue	E52		
12/22/21	LAC21409347	ALRWF	744 - Detector activation, no fire - unintentional	2300 East 57TH VERNON CA 90058	2300 East 57TH Street	E52		
12/22/21	LAC21409354	ABDB	321 - EMS call, excluding vehicle accident with injury	2701 South SANTA FE VERNON CA 90058	2701 South SANTA FE Avenue	E13		
12/22/21	LAC21409387	ALRWF	611 - Dispatched and cancelled en route	3163 East VERNON VERNON CA 90058	3163 East VERNON Avenue			
12/22/21	LAC21409508	CP	300 - Rescue, EMS incident, other	2834 East 46TH VERNON CA 90058	2834 East 46TH Street	E52		
12/22/21	LAC21409510	INJB	321 - EMS call, excluding vehicle accident with injury	5501 South DOWNEY VERNON CA 90058	5501 South DOWNEY Road	E165		
12/22/21	LAC21410007	TCA	321 - EMS call, excluding vehicle accident with injury	1 East 55TH VERNON CA 90058	1 East 55TH Street	S164		
12/22/21	LAC21410087	INJA	321 - EMS call, excluding vehicle accident with injury	5151 South ALCOA VERNON CA 90058	5151 South ALCOA Avenue	S13		
12/22/21	LAC21410368	ASSLTB	321 - EMS call, excluding vehicle accident with injury	1 South ATLANTIC VERNON CA 90040	1 South ATLANTIC Boulevard	E27		
12/23/21	LAC21410579	UNC	321 - EMS call, excluding	4401 South DOWNEY	4401 South	E13		

DECEMBER 2021 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)
			vehicle accident with injury	VERNON CA 90058	DOWNEY Road			
12/23/21	LAC21410584	UNC	321 - EMS call, excluding vehicle accident with injury	3049 East VERNON VERNON CA 90058	3049 East VERNON Avenue	E52		
12/23/21	LAC21411006	WATER	363 - Swift water rescue	2674 East 26TH VERNON CA 90058	2674 East 26TH Street	E52		
12/23/21	LAC21411101	TCA	321 - EMS call, excluding vehicle accident with injury	South BOYLE VERNON CA 90058	South BOYLE Avenue	S13		
12/23/21	LAC21411573	TCB	600 - Good intent call, other	East 27TH VERNON CA 90058	East 27TH Street	E52		
12/23/21	LAC21411579	ALRWF	700 - False alarm or false call, other	2369 East 51ST VERNON CA 90058	2369 East 51ST Street	E52		
12/24/21	LAC21411806	ALRA	700 - False alarm or false call, other	4601 South SOTO VERNON CA 90058	4601 South SOTO Street	E52		
12/24/21	LAC21411863	ALRA	700 - False alarm or false call, other	4920 South BOYLE VERNON CA 90058	4920 South BOYLE Avenue	E13		
12/24/21	LAC21411944	INVO	550 - Public service assistance, other	4120 BANDINI VERNON CA 90023	4120 BANDINI Boulevard	Q27		
12/24/21	LAC21412153	ALRA	735 - Alarm system sounded due to malfunction	4601 South SOTO VERNON CA 90058	4601 South SOTO Street	E52		
12/24/21	LAC21412251	ALRWF	735 - Alarm system sounded due to malfunction	2845 East 26TH VERNON CA 90023	2845 East 26TH Street	E52		
12/24/21	LAC21412665	ALRMAN	745 - Alarm system activation, no fire - unintentional	3220 East 26TH VERNON CA 90023	3220 East 26TH Street	E52		
12/25/21	LAC21413482	GRS		South ATLANTIC VERNON CA 90040	South ATLANTIC Boulevard	E163		
12/25/21	LAC21413885	ALRWFR	700 - False alarm or false call, other	4444 AYERS VERNON CA 90023	4444 AYERS Avenue			
12/26/21	LAC21414782	ALRWF	522 - Water or steam leak	2727 East VERNON VERNON CA 90058	2727 East VERNON Avenue	E52		
12/26/21	LAC21414856	SICKB	321 - EMS call, excluding vehicle accident with injury	6121 MALBURG VERNON CA 90058	6121 MALBURG Way	E13		
12/26/21	LAC21414900	WIRES	440 - Electrical wiring/equipment problem, other	4770 DISTRICT VERNON CA 90058	4770 DISTRICT Boulevard	E13		
12/27/21	LAC21415330	ALRA	700 - False alarm or false	4010 East 26TH	4010 East 26TH			

DECEMBER 2021 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)
			call, other	VERNON CA 90023	Street			
12/27/21	LAC21415353	INVI	641 - Vicinity alarm (incident in other location)	4910 BANDINI VERNON CA 90201	4910 BANDINI Boulevard	E27		
12/27/21	LAC21415863	SICKB	321 - EMS call, excluding vehicle accident with injury	4400 South PACIFIC VERNON CA 90058	4400 South PACIFIC Boulevard	E52		
12/27/21	LAC21416040	SICKB	321 - EMS call, excluding vehicle accident with injury	1 South SOTO VERNON CA 90058	1 South SOTO Street	E52		
12/27/21	LAC21416145	ALRWF	300 - Rescue, EMS incident, other	2369 East 51ST VERNON CA 90058	2369 East 51ST Street	E52		
12/27/21	LAC21416185	ALRA	700 - False alarm or false call, other	4625 DISTRICT VERNON CA 90058	4625 DISTRICT Boulevard	E13		
12/27/21	LAC21416242	ALRAR	611 - Dispatched and cancelled en route	2901 FRUITLAND VERNON CA 90058	2901 FRUITLAND Avenue			
12/28/21	LAC21416576	SZR	321 - EMS call, excluding vehicle accident with injury	1931 East 27TH VERNON CA 90058	1931 East 27TH Street	E52		
12/28/21	LAC21416585	ALRA	700 - False alarm or false call, other	4010 East 26TH VERNON CA 90023	4010 East 26TH Street	E27		
12/28/21	LAC21416923	SICKA	321 - EMS call, excluding vehicle accident with injury	4454 South PACIFIC VERNON CA 90058	4454 South PACIFIC Boulevard	E52		
12/28/21	LAC21417258	ALRWF	600 - Good intent call, other	2369 East 51ST VERNON CA 90058	2369 East 51ST Street	E52		
12/28/21	LAC21417336	TCP	322 - Motor vehicle accident with injuries	Soto East LEONIS VERNON CA 90058	Soto East LEONIS Boulevard	S13		
12/28/21	LAC21417386	DB	321 - EMS call, excluding vehicle accident with injury	4415 BANDINI VERNON CA 90023	4415 BANDINI Boulevard	S13		
12/28/21	LAC21417571	UNC	611 - Dispatched and cancelled en route	1234 South BOYLE VERNON CA 90058	1234 South BOYLE Avenue	S13		
12/28/21	LAC21417619	MAT	611 - Dispatched and cancelled en route	East VERNON VERNON CA 90058	East VERNON Avenue			
12/28/21	LAC21417766	RUB	150 - Outside rubbish fire, other	East 57TH VERNON CA 90058	East 57TH Street	E52		
12/29/21	LAC21417885	SICKA	321 - EMS call, excluding vehicle accident with injury	26 26th VERNON CA 90023	26 26th Street	S13		
12/29/21	LAC21418192	INJA	321 - EMS call, excluding vehicle accident with injury	3113 East 26TH VERNON CA 90023	3113 East 26TH Street	E52		

DECEMBER 2021 CITY DETAILS

[illegible]



**COUNTY OF LOS ANGELES FIRE DEPARTMENT
CITY OF VERNON STATISTICS
DECEMBER 2021 TYPES 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
Basic Incident Type Category (FD1.21): (None)						
GRS			1			
PA			1			
			Total: 2	Total: \$0	Total: 0	Total: 0
Basic Incident Type Category (FD1.21): 1 - Fire						
GRS		118 - Trash or rubbish fire, contained	1			
INVO		151 - Outside rubbish, trash or waste fire	1			
MISC1		151 - Outside rubbish, trash or waste fire	1			
RUB		150 - Outside rubbish fire, other	1			
STR		113 - Cooking fire, confined to container	1		100	
STRC		150 - Outside rubbish fire, other	2	\$0	0	
STRC		162 - Outside equipment fire	1		10,000	
TREE		151 - Outside rubbish, trash or waste fire	1			
VEH		131 - Passenger vehicle fire	1	\$18,000		
			Total: 10	Total: \$18,000	Total: 10,100	Total: 0
Basic Incident Type Category (FD1.21): 3 - Rescue & Emergency Medical Service Incident						
ABDA		321 - EMS call, excluding vehicle accident with injury	2			
ABDB		321 - EMS call, excluding vehicle accident with injury	2			
ALRA		321 - EMS call, excluding vehicle accident with injury	1			
ALRWF		300 - Rescue, EMS incident, other	1			
ALRWFR		321 - EMS call, excluding vehicle accident with injury	1			
ASSLTB		300 - Rescue, EMS incident, other	1			
ASSLTB		321 - EMS call, excluding vehicle accident with injury	3			
BEHAVB		321 - EMS call, excluding vehicle accident with injury	2			
BLEEDA		321 - EMS call, excluding vehicle accident with injury	1			
CP		300 - Rescue, EMS incident, other	1			
CP		321 - EMS call, excluding vehicle accident with injury	2			
CVA		321 - EMS call, excluding vehicle accident with injury	1			
DB		300 - Rescue, EMS incident, other	1			

DECEMBER 2021 TYPES 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
DB		321 - EMS call, excluding vehicle accident with injury	3			
EMS		300 - Rescue, EMS incident, other	1			
EMS		321 - EMS call, excluding vehicle accident with injury	4			
INJA		321 - EMS call, excluding vehicle accident with injury	7			
INJB		321 - EMS call, excluding vehicle accident with injury	2			
MAT		321 - EMS call, excluding vehicle accident with injury	1			
SICKA		300 - Rescue, EMS incident, other	1			
SICKA		321 - EMS call, excluding vehicle accident with injury	4			
SICKB		321 - EMS call, excluding vehicle accident with injury	4			
SZR		321 - EMS call, excluding vehicle accident with injury	3			
TCA		300 - Rescue, EMS incident, other	1			
TCA		320 - Emergency medical service, other	1			
TCA		321 - EMS call, excluding vehicle accident with injury	5			
TCA		322 - Motor vehicle accident with injuries	5			
TCB		300 - Rescue, EMS incident, other	1			
TCB		321 - EMS call, excluding vehicle accident with injury	3			
TCB		322 - Motor vehicle accident with injuries	1			
TCP		322 - Motor vehicle accident with injuries	2			
UNC		300 - Rescue, EMS incident, other	1			
UNC		321 - EMS call, excluding vehicle accident with injury	3			
WATER		342 - Search for person in water	1			
WATER		363 - Swift water rescue	2			
			Total: 75	Total: \$0	Total: 0	Total: 0
Basic Incident Type Category (FD1.21): 4 - Hazardous Condition (No Fire)						
SPILL		411 - Gasoline or other flammable liquid spill	1			
STRC		441 - Heat from short circuit (wiring), defective/worn	1			
WIRES		440 - Electrical wiring/equipment problem, other	2			
			Total: 4	Total: \$0	Total: 0	Total: 0
Basic Incident Type Category (FD1.21): 5 - Service Call						
ALRA		500 - Service call, other	3			
ALRA		522 - Water or steam leak	1			
ALRA		531 - Smoke or odor removal	1			
ALRWF		520 - Water problem, other	1			
ALRWF		522 - Water or steam leak	1			
GASI		500 - Service call, other	1			
INVI		520 - Water problem, other	1			

DECEMBER 2021 TYPES 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
INVO	550 - Public service assistance, other	1			
TCB	500 - Service call, other	1			
		Total: 11	Total: \$0	Total: 0	Total: 0
Basic Incident Type Category (FD1.21): 6 - Good Intent Call					
911	600 - Good intent call, other	1			
ALRA	600 - Good intent call, other	1			
ALRA	611 - Dispatched and cancelled en route	5			
ALRAR	611 - Dispatched and cancelled en route	2			
ALREMS	600 - Good intent call, other	1			
ALRMAN	600 - Good intent call, other	1			
ALRMAN	611 - Dispatched and cancelled en route	1			
ALRWF	600 - Good intent call, other	1			
ALRWF	611 - Dispatched and cancelled en route	5			
BEHAVA	600 - Good intent call, other	1			
DIAA	600 - Good intent call, other	1			
EMS	600 - Good intent call, other	1			
INVI	641 - Vicinity alarm (incident in other location)	1			
INVO	600 - Good intent call, other	4			
INVO	611 - Dispatched and cancelled en route	1			
MAT	611 - Dispatched and cancelled en route	1			
MISC1	600 - Good intent call, other	1			
RUB	600 - Good intent call, other	2			
STRC	611 - Dispatched and cancelled en route	1			
TCA	600 - Good intent call, other	2			
TCB	600 - Good intent call, other	2			
TCP	611 - Dispatched and cancelled en route	1			
UNC	600 - Good intent call, other	1			
UNC	611 - Dispatched and cancelled en route	2			
		Total: 40	Total: \$0	Total: 0	Total: 0
Basic Incident Type Category (FD1.21): 7 - False Alarm & False Call					
ALRA	700 - False alarm or false call, other	7			
ALRA	735 - Alarm system sounded due to malfunction	5			
ALRA	744 - Detector activation, no fire - unintentional	1			
ALRA	745 - Alarm system activation, no fire - unintentional	1			
ALREMS	730 - System malfunction, other	1			
ALRMAN	745 - Alarm system activation, no fire - unintentional	1			

DECEMBER 2021 TYPES 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
ALRWF		700 - False alarm or false call, other	2			
ALRWF		735 - Alarm system sounded due to malfunction	1			
ALRWF		744 - Detector activation, no fire - unintentional	1			
ALRWF		745 - Alarm system activation, no fire - unintentional	1			
ALRWFR		700 - False alarm or false call, other	1			
ALRWFR		730 - System malfunction, other	1			
ALRWFR		745 - Alarm system activation, no fire - unintentional	1			
UNC		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						
INVO		900 - Special type of incident, other	1			
			Total: 1	Total: \$0	Total: 0	Total: 0
			Total: 168	Total: \$18,000	Total: 10,100	Total:

City Council Agenda Item Report

Submitted by: Donna Aggers
Submitting Department: Police Department
Meeting Date: February 15, 2022

SUBJECT

Police Department Activity Report

Recommendation:

Receive and file the December 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 - December 2021](#)

VERNON POLICE DEPARTMENT

Department Activity Report

First Date: 12/01/2021

Jurisdiction: VERNON

Last Date: 12/31/2021

<i>Department</i>	<i>Complaint</i>	<i>All Units</i>	<i>Primary Unit</i>
<i>Type</i>	<i>Description</i>		
VPD			
10-6	OFFICER IS 10-6 C7,961,962,10-10, WASH. EQUIP	248	236
10-96C	10-96 CHARLES (CITY HALL SECURITY CHECK)	7	7
10-96H	PICK UP THE JAIL PAPER WORK FROM HP JAIL	5	4
140	SUPPLEMENTAL REPORT	7	6
20001	INJURY HIT AND RUN	2	1
20001R	INJURY HIT AND RUN REPORT	5	2
20002	NON-INJURY HIT AND RUN	6	3
20002R	NON-INJURY HIT AND RUN REPORT	31	20
211R	ROBBERY REPORT	3	1
211S	SILENT ROBBERY ALARM	3	1
23110B	FELONY MISSILE THROWING AT A VEHICLE	1	1
242	BATTERY	19	7
242R	BATTERY REPORT	3	3
245R	ASSAULT WITH A DEADLY WEAPON REPORT	3	1
246	SHOOTING AT AN OCCUPIED DWELLING OR VEHI	4	1
246R	SHOOTING AT AN OCCUPIED DWELLING OR VEHI	2	1
273.5R	DOMESTIC VIOLENCE REPORT	4	1
415	DISTURBING THE PEACE	63	21
417	BRANDISHING A WEAPON	12	2
422	TERRORIST THREATS	4	1
422R	TERRORIST THREATS REPORT	1	1
459	BURGLARY	5	1
459A	AUDIBLE BURGLARY ALARM	338	196
459R	BURGLARY REPORT	8	4
459S	SILENT BURGLARY ALARM	23	9
459V	BURGLARY TO A VEHICLE	9	2
459VR	BURGLARY TO A VEHICLE REPORT	7	6
470R	FORGERY REPORT	2	2
476R	FRAUD REPORT	7	7
484	PETTY THEFT	9	3
484R	PETTY THEFT REPORT	12	10
487R	GRAND THEFT REPORT	14	9
496R	RECEIVING STOLEN PROPERTY REPORT	7	1
503R	EMBEZZLEMENT REPORT	2	1
586	PARKING PROBLEM	108	95
586E	PARKING ENFORCEMENT	79	67
594	VANDALISM	14	4
594R	VANDALISM REPORT	7	6
602	TRESPASS	63	27
901	UNKNOWN INJURY TRAFFIC COLLISION	5	2
901T	INJURY TRAFFIC COLLISION	31	11
901TR	INJURY TRAFFIC COLLISION REPORT	5	2
902T	NON-INJURY TRAFFIC COLLISION	136	70
902TR	NON-INJURY TRAFFIC COLLISION REPORT	6	5
909C	TRAFFIC CONTROL	3	1
909T	TRAFFIC HAZARD	5	4
911	911 MISUSE / HANGUP	26	18

VERNON POLICE DEPARTMENT

Department Activity Report

First Date: 12/01/2021

Jurisdiction: VERNON

Last Date: 12/31/2021

<i>Department</i>	<i>Complaint</i>	<i>All Units</i>	<i>Primary Unit</i>
<i>Type</i>	<i>Description</i>		
VPD			
911A	CONTACT THE REPORTING PARTY	41	25
917A	ABANDONED VEHICLE	11	6
925	SUSPICIOUS CIRCUMSTANCES	95	40
927	UNKNOWN TROUBLE	7	2
A459VR	ATTEMPT BURGLARY TO A VEHICLE REPORT	2	1
A484	ATTEMPT PETTY THEFT	3	2
A484R	ATTEMPT PETTY THEFT REPORT	1	1
A487R	ATTEMPT GRAND THEFT REPORT	3	2
AGTA	ATTEMPT GRAND THEFT AUTO	4	1
AGTAR	ATTEMPT GRAND THEFT AUTO REPORT	4	3
ASSISTFD	ASSIST FIRE DEPARTMENT	56	22
BOSIG	BROKEN SIGNAL OR LIGHT	6	5
BOVEH	BROKEN DOWN VEHICLE	45	31
CITCK	CITATION CHECK	1	1
CIVIL	CIVIL MATTER	4	2
CODE5	SURVEILLANCE/STAKE-OUT	2	1
COP	COP DETAIL	3	2
DET	DETECTIVE INVESTIGATION	45	20
DETAIL	DETAIL	5	4
DPTAST	DEPARTMENTAL ASSIST	10	4
DUI	DRIVING UNDER THE INFLUENCE	2	1
DUI CKPT	DUI CHECK POINT	1	1
DUITRAFFIC	DUI CHECK POINT TRAFFIC	2	2
DUST	DUST FOR PRINTS	2	1
FILING	OFFICER IS 10-6 REPORT WRITING	122	120
FOUND	FOUND PROPERTY REPORT	4	4
FU	FOLLOW UP	16	13
GTAR	GRAND THEFT AUTO REPORT	27	22
HBC	HAILED BY A CITIZEN	20	14
ILLDPG	ILLEGAL DUMPING	1	1
KTP	KEEP THE PEACE	5	3
LOCATE	LOCATED VERNON STOLEN VEHICLE / PLATES VI	11	11
LOJACK	LOJACK HIT	8	8
MISPR	MISSING PERSON REPORT	3	3
MR60	MISC REPORT	5	2
PANIC ALARM	PANIC ALARM/DURESS ALARM	12	4
PAPD	PUBLIC ASSIST-POLICE	18	12
PATCK	PATROL CHECK	287	252
PEDCK	PEDESTRIAN CHECK	26	13
PLATE	LOST OR STOLEN PLATES REPORT	4	3
PRSTRAN	PRISONER TRANSPORTED	3	3
PURSUIT	PURSUIT	1	1
REC	RECOVERED STOLEN VEHICLE IN THE FIELD	50	27
REC PLATE	LOST/STOLEN LICENSE PLATES RECOVERED / F	1	1
RECKLESS DF	RECKLESS DRIVING (23103)	16	10
REPO	REPOSSESSION	1	1
ROADRAGE	ROAD RAGE	5	2

VERNON POLICE DEPARTMENT

Department Activity Report

First Date: 12/01/2021

Jurisdiction: VERNON

Last Date: 12/31/2021

<i>Department</i>	<i>Complaint</i>		<i>All Units</i>	<i>Primary Unit</i>
	<i>Type</i>	<i>Description</i>		
VPD				
	RR	RAIL ROAD PROBLEM	9	4
	SEAACA	SEAACA ANIMAL CALLS	4	2
	SPEED	SPEED CONTEST OR SPEEDING (23109)	14	6
	SUICIDAL SUE	SUICIDAL SUBJECT	2	1
	TRAFFIC STOI	TRAFFIC STOP	130	98
	TRAINING	TRAINING TEST CALL	1	1
	UNATTACHED	UNATTACHED TRAILER	2	2
	VCK	VEHICLE CHECK	113	88
	VEH RELEASE	VEHICLE RELEASE	6	6
	WARRANT	WARRANT ARREST	1	1
	WELCK	WELFARE CHECK	61	29
<i>Department:</i>			2708	1832
<i>Overall:</i>			2708	1832

VERNON POLICE DEPARTMENT

Police Activity Report

Period Ending: 12/31/21

TRAFFIC COLLISIONS

	<u>NO.</u>
TOTAL	40
NON-INJURY	24
INJURY	16
Persons Injured	21
Pedestrian	0
Fatalities	0
City Property Damage	5
Hit & Run (Felony)	2
Hit & Run (Misdemeanor)	10

PROPERTY RECOVERED

VEHICLES: \$227,601

VEHICLES STORED

Unlicensed Driver/Impounded Vehicle	15
Unattached Trailer	0
Abandoned/Stored Vehicle	13
Traffic Hazard	0

PROPERTY RECOVERED FOR OTHER DEPARTMENTS

VEHICLES: \$100,000

CITATIONS

Citations Iss (Prisoner Release)	21
Citations Iss (Other Violations)	0
Parking	97
Hazardous	13
Non-Hazardous	25
Citations Iss (Moving)	38
Citations Iss (Total)	135

CASES CLEARED BY ARREST

AR21-349	CR21-2008	243(B) PC	AR21-369	CR21-2112	14601.2(A) VC
AR21-350	CR21-2013	602(O) PC	AR21-370	CR21-2116	23110(A) VC
AR21-352	CR21-2040	602(M) PC	AR21-371	CR21-2118	273.5(A) PC
AR21-353	CR21-2040	602(M) PC			
AR21-355	CR21-2067	459 PC			
AR21-358	CR21-2077	496(A) PC			
AR21-359	CR21-2078	11364(A) HS			
AR21-360	CR21-2079	602 PC			
AR21-361	CR21-2080	487 PC			
AR21-362	CR21-2090	487 PC			
AR21-364	CR21-2096	602(M) PC			
AR21-366	CR21-2098	148 PC			
AR21-367	CR21-2105	20002 VC			
AR21-368	CR21-2111	11364 HS			

VERNON POLICE DEPARTMENT
REPORT FOR PERSONS ARRESTED
 PERIOD ENDING: 12/31/2021

ADULT FELONY ARRESTS AND DISPOSITIONS			
	MALE	FEMALE	TOTAL
ARSON			
ASSAULT	1		
BURGLARY (& ATTEMPTED)	2		
CONSPIRACY			
CORPORAL INJURY ON SPOUSE/COHABITANT			
DRIVING UNDER THE INFLUENCE w/ INJURY			
GRAND THEFT: AUTO (& ATTEMPTED)			
GRAND THEFT: PROPERTY (& ATTEMPTED)	2		
PAROLE HOLD			
RESISTING/OBSTRUCTING			
VANDALISM			
WARRANT (VERNON)	1		
WARRANT (OUTSIDE AGENCY)			
TOTAL FELONY ARRESTS	6	0	6

ADULT MISDEMEANOR ARRESTS AND DISPOSITIONS			
	MALE	FEMALE	TOTAL
ASSAULT	1		
CARRY LOADED FIREARM PERSON/VEH			
DISPLAY UNLAWFUL VEH REGISTRATION			
DRIVING WITH SUSPENDED LICENSE	1		
DRUNK IN PUBLIC			
DUI	5		
HIT/RUN	1		
OPERATE VEHICLE W/O INTERLOCK DEV			
PETTY THEFT			
POSSESSION OF NARCOTICS	1		
POSSESSION OF PARAPHERNALIA	1		
POSSESSION OF STOLEN PROPERTY	1		
POSSESSION OF SUBT SIMILAR TO TOLUENE			
RECKLESS DRIVING			
SPEED CONTEST			
THROW SUBSTANCE AT VEHICLE	1		
TRESPASSING	4	1	
WARRANT (OUTSIDE AGENCY)			
WARRANT (VERNON)			
TOTAL MISD. ARRESTS	16	1	17

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

TOTAL FELONY ARRESTS (ADULT) TO DATE:	128
TOTAL MISDEMEANOR ARRESTS (ADULT) TO DATE:	238
TOTAL JUVENILES DETAINED (FELONY AND MISDEMEANOR) TO DATE:	0
TOTAL ARRESTS AND DETAINED JUVENILES (FELONY AND MISDEMEANOR) TO DATE:	366

VERNON POLICE DEPARTMENT

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

First Date: 12/01/2021

Jurisdiction: VERNON

Last Date: 12/01/2021

Call Number	Disp	Ten	Received	Caller		Unit Time							
		Code	Complaint	Address		Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20211224051													
	RPT		12/01/2021	11:52:17	REHRIG PACIFIC								
			GTAR		4010 E 26TH, VERNON								
				VPD	ZOZAYA,OSCAR	*47W		11:54:32		12:09:13			12:45:57
20211224065													
	RPT		12/01/2021	16:40:26	BAILEY 44								
			470R		4700 S BOYLE AV, VERNON								
				VPD	GODOY,RAYMON	*43E	16:42:05	16:42:25		16:52:57			17:47:04
20211224070													
	VREC		12/01/2021	19:56:23									
			LOCATE		MCGARRY // 16TH, LOS ANGELES								
				VPD	RECORDS BUREAU	*RECD				20:10:13			21:15:30

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 12/02/2021

Jurisdiction: VERNON

Last Date: 12/02/2021

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20211224077														
	VREC	12/02/2021	00:24:39	UNK										
		REC		2040 E 37TH, VERNON										
			VPD	LANDA,RAFAEL		*47W				00:24:39				01:07:46
			VPD	VASQUEZ,LUIS		26	00:24:42	00:24:43	00:26:31				00:35:12	01:07:46
20211224083														
	RPT	12/02/2021	05:44:40	T-Mobile USA 888-662-4662 opt 4										
		901T		LEONIS BL // PACIFIC BL, VERNON										
			VPD	MADRIGAL,ALFOI		*31E	05:45:17	05:45:20	05:46:48					06:09:01
			VPD	VASQUEZ,LUIS		26			05:47:26					06:09:01
			VPD	LANDA,RAFAEL		47W		05:46:22	05:48:59					06:09:01
20211224092														
	VREC	12/02/2021	09:08:22											
		LOCATE		9339 SLAUSON AV, PICO RIVERA										
			VPD	RECORDS BUREAU		*RECD				09:42:37				10:00:24
20211224095														
	1015	12/02/2021	09:24:21											
	RPT	ASSISTFD		3655 S SOTO, VERNON										
	CITE													
			VPD	NEWTON,TODD		*44W				09:24:21				10:15:38
			VPD	LUCAS,JASON		22				09:25:32			10:09:23	
			VPD	GODOY,RAYMON		43E				09:26:47			10:08:55	
20211224097														
	RPT	12/02/2021	10:08:02											
		503R		3385 LEONIS BL, VERNON										
			VPD	GODOY,RAYMON		*43E		10:09:07					10:09:30	
			VPD	LUCAS,JASON		22		10:09:27	10:12:05					10:55:58
20211224105														

VERNON POLICE DEPARTMENT

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

First Date: 12/02/2021

Jurisdiction: VERNON

Last Date: 12/02/2021

Call Number	Disp	Ten	Received	Complaint	Code	Caller	Address	Unit Time				
								Dep	Officer	Unit	Dispatch	Enroute
20211224105												
	RPT		12/02/2021	11:26:48			C AND M APPEARL					
			GTAR				2675 S SANTA FE AV, VERNON					
				VPD		NEWTON,TODD	*44W	11:28:57	11:29:14	11:34:20		12:11:28
				VPD		NEWTON,TODD	44		11:32:54			12:11:25
20211224111												
	RPT		12/02/2021	14:21:34			T-Mobile USA 888-662-4662 opt 4					
			AGTAR				S 1ST // 57TH, VERNON					
				VPD		NEWTON,TODD	*44W	14:24:26	14:24:43	14:36:58		15:04:55
20211224115												
	VREC		12/02/2021	14:45:47								
			LOCATE				4831 EXPOSITION, LOS ANGELES					
				VPD		RECORDS BUREAU	*RECD			14:49:04		14:56:06
20211224117												
	VREC		12/02/2021	15:06:31								
			LOCATE				25312 SHAMEL AVE, MORENO VALLEY					
				VPD		RECORDS BUREAU	*RECD			15:07:22		15:22:26
20211224128												
	RPT		12/02/2021	19:21:03			AT&T MOBILITY 800 635 6840 4					
			901T				DOWNEY RD // LEONIS BL, VERNON					
				VPD		REDONA,BRYAN	*31E	19:21:34	19:21:35	19:24:33		20:46:05
				VPD		VASQUEZ,LUIS	26W		19:22:08	19:24:54		19:35:03
				VPD			47		19:28:39	19:32:58		20:46:07
20211224130												
	RPT		12/02/2021	20:41:24			CLASSIC CONCEPTS					
			902T				4505 BANDINI BL, VERNON					
				VPD		VASQUEZ,LUIS	*26W	20:42:46	20:42:48	21:00:15		21:40:15
				VPD		REDONA,BRYAN	31E		20:46:18	21:00:16		21:40:15

VERNON POLICE DEPARTMENT

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

First Date: 12/03/2021

Jurisdiction: VERNON

Last Date: 12/03/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20211224158												
	RPT		12/03/2021	07:54:59								
	VS		REC		4400 S SOTO, VERNON							
				VPD	LUCAS,JASON	*22E		07:54:59				09:19:13
					USTOW	US TOW	08:54:37	08:54:46	09:04:50			09:19:13
20211224169												
	VREC		12/03/2021	09:50:45								
			REC		2119 E 25TH, VERNON							
				VPD	LUCAS,JASON	*22E		09:50:45			11:15:24	
20211224172												
	SUP		12/03/2021	11:08:01								
			925		E 54TH // BICKETT, VERNON							
				VPD	NEWTON,TODD	*44W	11:13:18	11:13:38			11:15:18	
				VPD	LUCAS,JASON	22E		11:15:29	11:25:43			11:48:28
				VPD	CERDA,EUGENIO	47E			11:36:58			11:48:28
20211224196												
	RPT		12/03/2021	17:42:22								
			PURSUIT		E VERNON AV // SEVILLE AV, VERNON							
				VPD	LUCAS,JASON	*22e		17:42:22				17:46:10
20211224197												
	RPT		12/03/2021	17:58:45	UNK							
			901T		4105 BANDINI BL, VERNON							
				VPD	LUCAS,JASON	*22E	17:59:32	17:59:33	18:04:49			18:49:43
				VPD	NEWTON,TODD	44W		18:00:24	18:22:55		18:48:35	
				VPD	CERDA,EUGENIO	47E			18:06:50			18:49:43

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 12/04/2021

Jurisdiction: VERNON

Last Date: 12/04/2021

Call Number	Disp	Ten	Received	Caller	Code	Complaint	Address	Unit Time				
								Dep	Officer	Unit	Dispatch	Enroute
20211224222												
VS		12/04/2021	00:00:21	UNK								
RPT		VCK		2150 E 25TH, VERNON								
			VPD	SALDANA,CARLO		*44W		01:14:42	00:00:22		01:14:51	
				MR C TOW		MR C TOW	00:37:19	00:37:19	00:50:25			01:45:09
20211224228												
VI		12/04/2021	01:12:12	CHRISTIAN								
RPT		902T		S SOTO // FRUITLAND AV, VERNON								
1015												
			VPD	LANDA,RAFAEL		*47	01:13:08	01:13:08			01:13:36	
			VPD	ZOZAYA,OSCAR		1T8		02:04:41	02:35:11		03:31:33	
			VPD	REDONA,BRYAN		43E		01:13:35	01:15:31		03:11:40	
			VPD	SALDANA,CARLO		44W		01:14:52	01:21:43			04:02:32
				USTOW		US TOW	01:36:15	01:36:15	01:46:37		03:31:35	
20211224236												
VREC		12/04/2021	03:18:21	LAPD NEWTON								
RPT		LOCATE		2417 E 25TH ST, LOS ANGELES								
20211224239												
CITE		12/04/2021	04:02:47	HPPD MENENDEZ								
RPT		902T		3146 E SLAUSON AV, VERNON								
			VPD	REDONA,BRYAN		*43E	04:03:56	04:03:57	04:08:19			04:47:13
			VPD	SALDANA,CARLO		44W			04:12:29		04:26:34	
				MR C TOW		MR C TOW	04:17:19	04:17:19	04:17:20			04:47:14
20211224253												
RPT		12/04/2021	09:50:47									
		GTAR		2141 E 51ST, VERNON								
			VPD	CERDA,EUGENIO		*32W		09:51:13	09:54:59			11:58:10

VERNON POLICE DEPARTMENT

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

First Date: 12/04/2021

Jurisdiction: VERNON

Last Date: 12/04/2021

Call Number	Disp	Ten	Received	Caller										
		Code	Complaint	Address	Unit Time									
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp		
20211224259														
	RPT	12/04/2021	11:13:28	T-Mobile USA 888-662-4662 opt 4										
		459VR		3060 44, VERNON										
			VPD	MADRIGAL,ALFOI	*38E	11:14:52	11:15:13	11:16:05				11:42:48		
20211224265														
	VREC	12/04/2021	13:53:08											
		LOCATE		SMITHWAY ST // TUBEWAY ST, COMMERCE										
20211224280														
	RPT	12/04/2021	21:13:23	BRINKS										
		WELCK		4201 ROSS, VERNON										
			VPD	REDONA,BRYAN	*43		21:14:30	21:17:02				21:49:23		
			VPD	FLORES,TERESA	26E			21:18:36				21:49:23		
			VPD	MACIEL,CYNTHIA	32W		21:17:09	21:21:53				21:49:23		
20211224286														
	VS	12/04/2021	22:03:15	T-Mobile USA 888-662-4662 opt 4										
	RPT	901T		BANDINI BL // ATLANTIC BL, VERNON										
	OR													
			VPD	REDONA,BRYAN	*43	22:03:44	22:03:45	22:07:38				23:44:08		
			VPD	FLORES,TERESA	26E		22:04:19	22:06:07				23:44:08		
			VPD	MACIEL,CYNTHIA	32W		22:05:06	22:10:16			22:57:28			
			VPD	SALDANA,CARLO	44		22:05:08	22:10:14			23:12:43			
			VPD	ONOPA,DANIEL	S5			22:22:03			22:41:22			
				USTOW	US TOW	22:25:43	22:25:44	22:44:41				23:44:09		
20211224289														
	RPT	12/04/2021	23:18:05	2601 S SOTO, VERNON										
		PATCK												
			VPD	SALDANA,CARLO	*44			23:18:07				00:58:50		
			VPD	FLORES,TERESA	26E		23:44:12	23:47:36				00:58:49		
			VPD	MACIEL,CYNTHIA	32W		23:18:13	23:22:14				00:58:50		

VERNON POLICE DEPARTMENT

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

First Date: 12/04/2021

Jurisdiction: VERNON

Last Date: 12/04/2021

Call Number	Disp	Ten	Received	Caller		Unit Time							
		Code	Complaint	Address		Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp	
Dep OfficerUnit													
20211224289													
	RPT		12/04/2021	23:18:05									
		PATCK			2601 S SOTO, VERNON								
			VPD	REDONA,BRYAN		43		23:44:13	23:47:34				00:58:50
			VPD	ONOPA,DANIEL		S5		23:18:22	23:22:11				00:58:51

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 12/05/2021

Jurisdiction: VERNON

Last Date: 12/05/2021

Call Number	Disp	Ten	Received	Caller		Address	Unit Time					
							Dep	Officer	Unit	Dispatch	Enroute	OnScene
20211224293												
	VREC		12/05/2021	01:23:36								
	RPT		REC		3200 E WASHINGTON BL, VERNON							
				VPD	FLORES,TERESA	*26E			01:23:36			01:59:04
				VPD	MACIEL,CYNTHIA	32W			01:31:52		01:35:52	
				VPD	REDONA,BRYAN	43			01:32:53			01:59:04
					MR C TOW	MR C TOW	01:27:45	01:27:46	01:35:18			01:59:05
20211224345												
	RPT		12/05/2021	20:11:13	AT&T MOBILITY 800 635 6840 4							
			902T		S SANTA FE AV // 38TH, VERNON							
				VPD		*26W		20:12:15	20:15:06		20:51:53	
				VPD	MACIEL,CYNTHIA	32E			20:25:09		20:52:26	
				VPD		43W		20:12:17	20:14:15			20:57:32
				VPD		44E			20:36:03		20:55:09	
					USTOW	US TOW	20:22:30	20:22:31	20:28:46			20:57:32

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 12/06/2021

Jurisdiction: VERNON

Last Date: 12/06/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20211224391												
	VS	12/06/2021	07:25:46	JOHN LYON								
	RPT	REC		INDUSTRIAL WAY // WASHINGTON BL, VERNON								
	VREC											
			VPD	ARANA,ANDRE	*31E			07:25:49				10:17:45
				MR C TOW	MR C TOW		09:26:05	09:41:09				10:17:45
20211224394												
	RPT	12/06/2021	07:59:46	UNK								
		487R		4875 PACIFIC BL, VERNON								
			VPD	MANNINO,NICHOI	*32W	08:00:45	08:00:54	08:08:52				08:31:11
20211224398												
	VS	12/06/2021	08:32:40									
		586		3200 E WASHINGTON BL, VERNON								
			VPD	MANNINO,NICHOI	*32W	08:59:41				09:00:45		
			VPD	CEDENO,RUTH	2P8		09:10:48	09:19:57				11:04:49
			VPD	HERNANDEZ,MIG	43E		09:38:56	09:48:24		10:20:15		
				USTOW	US TOW	09:50:35	09:51:20	10:08:17				11:04:49
20211224402												
	RPT	12/06/2021	09:00:54	SO CAL GARMENT								
		AGTAR		4700 S BOYLE AV, VERNON S/A C								
			VPD	HERNANDEZ,MIG	*43E	09:19:34	10:20:18	10:27:27		11:01:56		
20211224406												
	RPT	12/06/2021	09:17:28									
		487R		5508 S SANTA FE AV, VERNON								
			VPD	MANNINO,NICHOI	*32W		09:26:41	09:47:36		09:32:21		10:27:23
20211224409												
	RPT	12/06/2021	09:43:22	VACANT LOT								
		459VR		3881 E WASHINGTON BL, VERNON								
			VPD	ARANA,ANDRE	*31E			10:17:48				11:04:09

VERNON POLICE DEPARTMENT

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

First Date: 12/06/2021

Jurisdiction: VERNON

Last Date: 12/06/2021

Call Number	Disp	Ten	Received	Caller		Unit Time									
		Code	Complaint	Address		Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20211224457															
	VREC		12/06/2021	22:05:23	LAM SHENG KEE WEST COAST										
	RPT		REC		3390 SLAUSON, VERNON										
				VPD	VILLEGAS,RICHA		*44				22:05:23				22:44:10
				VPD	CERDA,PAUL,JR		32E		22:05:45		22:07:47				22:44:09
				VPD	SWINFORD,PHILL		43E		22:11:54						22:44:10
				VPD	SWINFORD,PHILL		43W		22:05:26		22:10:44				22:44:10
					MR C TOW		MR C TOW	22:12:08		22:12:56		22:21:29			22:44:11
20211224459															
	1015		12/06/2021	23:31:50	RECYCLING YARD										
	RPT		602		2221 E 55TH, VERNON										
				VPD	SWINFORD,PHILL		*43W		23:33:19		23:35:23			00:22:08	
				VPD	CERDA,PAUL,JR		32E		23:33:21		23:37:48			00:00:27	
				VPD	VILLEGAS,RICHA		44		23:38:12		23:59:46			00:22:11	

* Denotes Primary Unit

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

First Date: 12/07/2021

Last Date: 12/07/2021

Call Number	Disp	Ten	Received	Caller	Code	Complaint	Address	Unit Time					
								Dep	Officer	Unit	Dispatch	Enroute	OnScene
20211224475													
	RPT		12/07/2021	07:35:13			PABCO						
			902T				4460 PACIFIC BL, VERNON						
				VPD	VILLEGAS,RICHA		*44	07:38:23	07:41:47	07:41:47	08:54:59		
20211224498													
	VREC		12/07/2021	13:58:10									
	RPT		REC PLATE				4305 S SANTA FE AV, VERNON						
				VPD	HERNANDEZ,MIG		*31W	13:59:45	14:19:15		16:34:23		
20211224499													
	VREC		12/07/2021	13:59:32			LASO EAST LA						
			DUST				5635 UNION PACIFIC BL, VERNON						
				VPD	ENCINAS,ANTHOI		*5D31		13:59:32		14:26:02		
				VPD	OURIQUE,CARLO		5d35		14:19:41		14:26:02		
20211224514													
	RPT		12/07/2021	20:19:02			MILLENIUM KNITTING						
			GTAR				2734 E 46TH, VERNON						
				VPD	CERDA,PAUL,JR		*32W	20:19:28	20:22:07		20:53:01		

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 12/08/2021

Jurisdiction: VERNON

Last Date: 12/08/2021

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20211224525														
	RPT		12/08/2021	01:58:16	SEARS									
	CITY		902T		5525 S SOTO, VERNON									
				VPD	CERDA,PAUL,JR	*32W		02:00:06		02:00:51				03:40:14
				VPD	SWINFORD,PHILL	43				02:04:01			02:46:08	
20211224549														
	RPT		12/08/2021	10:45:30	BAILEY 44									
			470R		4700 S BOYLE AV, VERNON									
				VPD	GODOY,RAYMON	*43E		11:06:58		11:19:02				11:32:52
20211224564														
	RPT		12/08/2021	14:27:20	LAPD									
			902T		2858 E 26TH, VERNON									
				VPD	GODOY,RAYMON	*43E	14:29:52	14:29:53		14:32:45				15:09:41
20211224566														
	RPT		12/08/2021	15:16:28	T-Mobile USA 888-662-4662 opt 4									
	MET		417		E 37TH // ROSS, VERNON									
				VPD	ZOZAYA,OSCAR	*47W	15:16:56	15:17:36		15:23:17			19:04:08	
				VPD	GENERA,ELISEO	2W45				15:20:20			16:12:55	
				VPD	GODOY,RAYMON	43E	15:16:57	15:17:37		15:19:33			15:47:18	
				VPD	HERNANDEZ,MIG	44		15:18:27		15:27:12			16:24:43	20:34:30
				VPD	HERNANDEZ,EDV	5D32				15:25:24			16:12:32	
				VPD	VELEZ,MARISSA	5D34				15:25:26			16:12:34	
				VPD	OURIQUE,CARLO	5D35				15:25:28			16:12:36	
				VPD	GAYTAN,LORENZ	S7		15:18:42					16:13:42	
20211224567														
	RPT		12/08/2021	15:44:50	PRINCESS PAPER									
			487R		4455 FRUITLAND AV, VERNON									
				VPD	GODOY,RAYMON	*43E	15:47:20	15:47:21		15:57:45			16:54:41	

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 12/09/2021

Jurisdiction: VERNON

Last Date: 12/09/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20211224613												
	RPT	12/09/2021	08:06:32									
		20002R		S SOTO // LEONIS BL, VERNON								
			VPD	GODOY,RAYMON	*43W	08:10:05	08:10:24				08:10:47	
			VPD	LUCAS,JASON	22E		08:13:11	08:25:08				08:33:05
			VPD	NEWTON,TODD	44W		08:10:44	08:13:47				08:33:05
20211224618												
	RPT	12/09/2021	09:38:52	T-Mobile USA 888-662-4662 opt 4								
		901TR		5500 S BOYLE AV, VERNON								
			VPD	NEWTON,TODD	*44W	09:39:50	09:39:50	09:43:51				10:39:49
			VPD	LUCAS,JASON	22E		09:41:00	09:50:25				10:39:49
			VPD	GODOY,RAYMON	43W			09:45:46				10:39:49
20211224622												
	RPT	12/09/2021	10:30:22	REHRIG PACIFIC								
		487R		4010 E 26TH, VERNON								
			VPD	LUCAS,JASON	*22E	10:40:07	10:40:23	10:50:25				11:55:25
20211224630												
	RPT	12/09/2021	13:36:46									
		484R		3003 BANDINI BL, VERNON								
			VPD	GODOY,RAYMON	*43W			13:38:19				14:13:47
			VPD	NEWTON,TODD	44W			13:52:16			14:03:14	
20211224632												
	RPT	12/09/2021	14:16:03	FAMMA CORP								
		20002R		4510 LOMA VISTA AV, VERNON								
			VPD	ZOZAYA,OSCAR	*47E		14:19:01	14:30:45				15:14:24
20211224640												
	RPT	12/09/2021	16:02:20	CHP								
		901T		5119 S DISTRICT BL, VERNON								
			VPD	GODOY,RAYMON	*43W		16:03:24	16:04:43				16:25:30

VERNON POLICE DEPARTMENT

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

First Date: 12/09/2021

Jurisdiction: VERNON

Last Date: 12/09/2021

Call Number	Disp	Ten	Received	Caller		Unit Time									
		Code	Complaint	Address		Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20211224640															
	RPT		12/09/2021	16:02:20	CHP										
		901T			5119 S DISTRICT BL, VERNON										
				VPD	ZOZAYA,OSCAR	47E		16:04:06		16:14:48					16:25:30
20211224648															
	RPT		12/09/2021	18:27:34	SUNNY SUN GLASSES										
		PLATE			3569 E VERNON AV, VERNON										
				VPD	GODOY,RAYMON	*43W	18:29:37	18:29:41		18:40:03				19:06:27	
20211224657															
	VS		12/09/2021	20:34:07	LANDA										
		VCK			HOLABIRD AV // GRANDE VISTA, VERNON										
				VPD	MACIEL,CYNTHIA	*31E	20:38:30	20:38:31		20:41:10				20:46:41	
				VPD	REDONA,BRYAN	32W		20:39:38		20:44:27				21:29:45	
20211224659															
	RPT		12/09/2021	20:44:32	LA CURCAO										
		901T			4444 AYERS AV, VERNON										
				VPD	VASQUEZ,LUIS	*44	20:45:10	20:45:11		20:50:59					21:38:28
				VPD	MACIEL,CYNTHIA	31E		20:46:54		20:49:30					21:38:28

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 12/10/2021

Jurisdiction: VERNON

Last Date: 12/10/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20211224685												
	VREC	12/10/2021	04:41:11									
	RPT	REC		ROSS // 37TH, VERNON					Department VPD	OCA Number CR21-2058	RMS Juris CA0197300	
			VPD	REDONA,BRYAN	*32W			04:41:13				05:46:52
				USTOW	US TOW	04:54:57	04:54:58	05:06:24				05:46:52
20211224693												
	RPT	12/10/2021	08:29:21									
		VCK		NOAKES // MARISOL, VERNON					Department VPD	OCA Number CR21-2059	RMS Juris CA0197300	
			VPD	OURIQUE,CARLO	*5D35			08:29:21				10:58:30
			VPD	ENCINAS,ANTHOI	5D31			08:50:32				10:58:29
			VPD	HERNANDEZ,EDV	5D32			08:50:28				10:58:30
			VPD	VELEZ,MARISSA	5D34			08:50:31				10:58:30
20211224702												
	RPT	12/10/2021	11:08:39									
		476R		ACCU GRAPHICS 3846 S SANTA FE AV, VERNON					Department VPD	OCA Number CR21-2060	RMS Juris CA0197300	
			VPD	NEWTON,TODD	*44W	11:11:24	11:11:41	11:18:28				11:46:39
20211224708												
	RPT	12/10/2021	13:34:07									
		GTAR		HOSHUN 4515 LOMA VISTA AV, VERNON					Department VPD VPD	OCA Number CR21-2061 CR21-2062	RMS Juris CA0197300 CA0197300	
			VPD	CERDA,EUGENIO	*47E	13:35:16	13:35:27	13:42:52				16:42:31
20211224727												
	1015	12/10/2021	20:59:11									
	RPT	TRAFFIC STOP		S SANTA FE AV // 28TH, VERNON					Department VPD	OCA Number CR21-2063	RMS Juris CA0197300	
	VI											
			VPD	VILLEGAS,RICHA	*2T8			20:59:12				00:04:11
			VPD	ZOZAYA,OSCAR	1T8		21:08:18	21:12:19			23:27:49	
				MR C TOW	MR C TOW	21:34:43	21:34:44	21:47:43			22:02:42	
20211224729												

VERNON POLICE DEPARTMENT

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

First Date: 12/10/2021

Jurisdiction: VERNON

Last Date: 12/10/2021

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20211224729														
	VREC		12/10/2021	21:05:38										
	RPT		REC		GRANDE VISTA AV // HOLABIRD AV, VERNON									
				VPD	REDONA,BRYAN	*44E			21:05:39					22:22:31
					MR C TOW	MR C TOW	22:05:32	22:05:33	22:13:09					22:22:32
20211224731														
	VREC		12/10/2021	21:37:14										
	RPT		REC		3200 E WASHINGTON BL, VERNON									
				VPD	MACIEL,CYNTHIA	*43			21:37:14					22:10:02
					USTOW	US TOW	21:39:33	21:39:33	21:51:16					22:10:03

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 12/11/2021

Jurisdiction: VERNON

Last Date: 12/11/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20211224743												
OR		12/11/2021	00:06:52	VERNON TRUCK WASH								
CCN		902T		3308 BANDINI BL, VERNON								
RPT												
			VPD	REDONA,BRYAN	*44E	00:08:39	00:08:41	00:13:36				01:51:15
			VPD	MACIEL,CYNTHIA	43	00:08:40	00:08:43	00:13:37			01:11:51	
				USTOW	US TOW	00:22:46	00:22:46	00:47:57				01:51:16
20211224747												
1015		12/11/2021	04:28:25	IRIS								
RPT		459A		4701 S SANTA FE AV, VERNON								
CITE												
			VPD	SALDANA,CARLO	*32W	04:29:51	04:29:53	04:32:52				06:54:35
			VPD	MACIEL,CYNTHIA	43	04:29:52	04:29:55	04:33:42			06:02:03	
			VPD	REDONA,BRYAN	44E		04:36:55	04:38:58			06:02:50	
20211224769												
RPT		12/11/2021	12:01:14									
		GTAR		4035 E 52D, VERNON								
			VPD	CERDA,EUGENIO	*43W		12:02:44	12:05:07			12:06:51	12:59:06
20211224774												
RPT		12/11/2021	13:31:41									
		MISPR		4305 S SANTA FE AV, VERNON								
			VPD	CERDA,EUGENIO	*43W		13:33:29	13:40:08				19:18:12
20211224784												
VREC		12/11/2021	15:39:54									
		LOCATE		6500 ALONDRA, PARAMONT								
20211224797												
RPT		12/11/2021	18:54:29	CECILY GARCIA								
		415		3550 E VERNON AV, VERNON								

VERNON POLICE DEPARTMENT

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

First Date: 12/11/2021

Jurisdiction: VERNON

Last Date: 12/11/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20211224797												
	RPT	12/11/2021	18:54:29	CECILY GARCIA								
		415		3550 E VERNON AV, VERNON								
			VPD	MANNINO,NICHOI	*26E			18:57:13			19:25:39	
			VPD	MACIEL,CYNTHIA	26W			19:01:47			20:01:20	
			VPD	FLORES,TERESA	31E			19:02:41				20:49:25
			VPD	SALDANA,CARLO	32W			19:01:53			20:01:25	
			VPD	REDONA,BRYAN	43E			19:15:06			20:01:26	
			VPD	ONOPA,DANIEL	S5			19:02:34			20:05:49	
20211224802												
	RPT	12/11/2021	21:14:54	FIRE STATION								
	CITY	902T		3375 FRUITLAND AV, VERNON								
			VPD	REDONA,BRYAN	*20E	21:15:36	21:15:37	21:19:00			21:55:35	
			VPD	FLORES,TERESA	31E		21:34:38	21:36:53				22:09:03
20211224809												
	VREC	12/11/2021	22:39:49									
	RPT	REC		3200 E WASHINGTON BL, VERNON								
			VPD	REDONA,BRYAN	*20E			22:39:49				23:19:08
			VPD	MACIEL,CYNTHIA	26W			22:45:16			22:55:39	
				USTOW	US TOW	22:52:43	22:52:43	22:59:54				23:19:09

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 12/12/2021

Jurisdiction: VERNON

Last Date: 12/12/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20211224817												
	1015	12/12/2021	01:08:21	CRYSTAL								
	RPT	902T		E 55TH // ALAMEDA, VERNON								
	VI											
			VPD	MACIEL,CYNTHIA	*26W		01:09:23	01:18:35			03:40:19	04:15:36
			VPD	FLORES,TERESA	31E		01:11:13	01:11:46			02:11:05	
			VPD	SALDANA,CARLO	32W		01:09:42	01:11:52			03:45:32	
				MR C TOW	MR C TOW	02:26:40	02:26:41	02:35:24			03:40:17	
			VPD	ONOPA,DANIEL	S5			01:12:01			01:16:51	
20211224830												
	RPT	12/12/2021	04:39:35	LASO DEPUTY DIAZ								
	1015	902T		S ATLANTIC BL // DISTRICT BL, VERNON								
	VI											
	OR											
			VPD	REDONA,BRYAN	*20E	04:40:39	04:40:40	04:42:39				07:33:14
			VPD	MACIEL,CYNTHIA	26W		04:46:41				04:48:35	
			VPD	SALDANA,CARLO	32W		04:48:32	04:52:40			06:10:05	
				USTOW	US TOW	05:41:00	05:41:01	05:45:56			06:12:12	
20211224839												
	VI	12/12/2021	08:14:03									
	RPT	TRAFFIC STOP		SEVILLE AV // FRUITLAND, VERNON								
	CITE	MR C TC										
			VPD	CERDA,EUGENIO	*47			08:14:04				09:26:29
			VPD	ARANA,ANDRE	43E			08:23:48			09:07:41	
			VPD	MANNINO,NICHOI	44W		08:20:50	08:35:19			09:07:47	
				MR C TOW	MR C TOW	08:42:23	08:42:25	08:54:07				09:26:30
20211224841												
	RPT	12/12/2021	09:24:22	PACIFIC COAST								
		GTAR		3056 BANDINI BL, VERNON								
			VPD	ARANA,ANDRE	*43E	09:26:21	09:26:40	09:39:27				10:17:07

VERNON POLICE DEPARTMENT

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

First Date: 12/12/2021

Jurisdiction: VERNON

Last Date: 12/12/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp	
20211224867												
	RPT	12/12/2021	17:49:07	COMMERCIAL SANDBLAST								
		496R		2678 E 26TH, VERNON								
			VPD	CERDA,EUGENIO	*47	17:49:53	17:52:54			19:10:29		
			VPD		26W	19:04:08	19:07:56			20:27:15		
			VPD	MADRIGAL,ALFOI	2Z8		18:09:26			19:10:33		
			VPD		32	19:02:54	19:05:31			20:29:20		
			VPD	MANNINO,NICHOI	44W	18:03:07	18:13:29			20:36:15		
			VPD	CROSS,JEREMY	S3	17:50:15	17:53:20			19:18:34		
			VPD	VILLEGAS,RICHA	XS		19:46:28				20:39:09	

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 12/13/2021

Jurisdiction: VERNON

Last Date: 12/13/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20211224891												
1015			12/13/2021	02:26:45								
RPT			PATCK		2678 E 26TH, VERNON							
CITE												
				VPD	FLORES,TERESA			02:26:45			03:27:06	
				VPD	MACIEL,CYNTHIA		02:30:23	02:32:56			03:17:21	
				VPD	SALDANA,CARLO		02:30:29	02:32:09				04:30:45
				VPD	VILLEGAS,RICHA			02:32:47			03:26:59	
20211224892												
1015			12/13/2021	03:21:57	BRAND PRODUCE							
RPT			AGTA		2701 S SANTA FE AV, VERNON							
CITE												
				VPD	MACIEL,CYNTHIA		03:23:16	03:26:30				04:29:18
				VPD	FLORES,TERESA		03:27:07	03:30:17				04:29:18
				VPD	SALDANA,CARLO		03:23:29	03:25:37				04:29:18
				VPD	VILLEGAS,RICHA			03:29:24				04:29:18
20211224910												
VREC			12/13/2021	08:09:59								
			LOCATE		1733 22ND ST, LOS ANGELES							
				VPD	RECORDS BUREAU			09:14:17				09:14:26
20211224916												
RPT			12/13/2021	09:06:43	ROYAL TRIM							
			FOUND		2529 CHAMBERS, VERNON							
				VPD	MADRIGAL,ALFOI	09:08:22	09:08:49	09:22:27				09:49:52
20211224917												
VREC			12/13/2021	09:07:48	CHP							
			DUST		CALZONA // NOAKES, VERNON							
20211224924												

VERNON POLICE DEPARTMENT

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

First Date: 12/13/2021

Jurisdiction: VERNON

Last Date: 12/13/2021

Call Number	Disp	Ten	Received	Caller	Code	Complaint	Address	Unit Time				
								Dep	Officer	Unit	Dispatch	Enroute
20211224924												
	VREC		12/13/2021	10:24:35			EG MEATS					
	RPT		REC				4350 ALCOA AV, VERNON			Department VPD	OCA Number CR21-2081	RMS Juris CA0197300
				VPD	MANNINO,NICHOI		*43		10:32:51	10:52:23		
				VPD	HERNANDEZ,MIG		44E			10:56:10		11:07:37
												11:40:37
20211224927												
	RPT		12/13/2021	11:32:39			NELSON					
			20002R				S ATLANTIC BL // BANDINI BL, VERNON			Department VPD	OCA Number CR21-2082	RMS Juris CA0197300
				VPD	HERNANDEZ,MIG		*44E		11:56:48	12:08:49		12:36:26
20211224929												
	RPT		12/13/2021	12:22:04			LINEGAGE					
			GTAR				3141 E 44TH, VERNON			Department VPD	OCA Number CR21-2083	RMS Juris CA0197300
				VPD	MADRIGAL,ALFOI		*47W	12:28:11	12:28:26	12:31:31		13:38:17
				VPD	HERNANDEZ,MIG		44E		12:36:31	12:44:41		13:38:16
20211224933												
	RPT		12/13/2021	13:42:54								
	1015		DET				4305 S SANTA FE AV, VERNON					
				VPD	VELEZ,MARISSA		*5D34			13:42:54		15:57:25
				VPD	ENCINAS,ANTHOI		5d31			13:43:01		15:57:25
				VPD	OURIQUE,CARLO		5d35			13:43:02		15:57:25
20211224940												
	CITY		12/13/2021	14:46:03			VERIZON WIRELESS 1-800-451-5242					
	NX		902T				E VERNON AV // SOTO ST, VERNON			Department VPD	OCA Number CR21-2085	RMS Juris CA0197300
	RPT											
				VPD	MANNINO,NICHOI		*43		14:50:12	14:57:00		15:24:41
				VPD	ARANA,ANDRE		32		14:50:14			15:20:30
				VPD	HERNANDEZ,MIG		44E			15:15:33		15:38:16
				VPD	MADRIGAL,ALFOI		47W		15:04:33			15:21:06

VERNON POLICE DEPARTMENT

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

First Date: 12/13/2021

Jurisdiction: VERNON

Last Date: 12/13/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20211224942												
	OR	12/13/2021	15:35:13									
	RPT	902T		S SOTO // VERNON AV, VERNON								
				VPD	RAMOS,JOSE	*XS	15:35:17	15:52:01			16:41:50	
				VPD	ARANA,ANDRE	32		16:20:03			16:47:56	
				VPD	MANNINO,NICHOI	43		15:54:45			16:33:35	
				VPD	HERNANDEZ,MIG	44E		15:38:19				16:49:38
				VPD	MADRIGAL,ALFOI	47W		15:54:38			16:20:13	
					MR C TOW	MR C TOW	16:18:56	16:34:47				16:49:38
					USTOW	US TOW	15:42:29	15:42:30	16:03:47			16:49:39
20211224943												
	RPT	12/13/2021	16:38:59	LINEAGE LOGISTICS								
		WELCK		4100 BANDINI BL, VERNON								
				VPD	RAMOS,JOSE	*XS	16:41:50				16:51:47	
				VPD	ARANA,ANDRE	32	16:48:04	16:51:46			17:00:35	
				VPD	MANNINO,NICHOI	43	16:42:15	16:45:15				18:52:50
				VPD	HERNANDEZ,MIG	44E	16:49:44	16:56:14			16:56:16	
20211224957												
	RPT	12/13/2021	23:36:11	BA FURNITURE								
		GTAR		5208 S SANTA FE AV, VERNON								
				VPD	VILLEGAS,RICHA	*44	23:38:31				23:46:22	
				VPD	SALDANA,CARLO	31W	23:40:46	23:46:21				00:40:18

* Denotes Primary Unit

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

First Date: 12/14/2021

Last Date: 12/14/2021

Last Date: 12/14/2021

Call Number	Disp	Ten	Received	Caller		Unit Time						
		Code	Complaint	Address		Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20211225002												
	SUP		12/14/2021	14:46:31	STYLE MELODY							
			140		5500 S BOYLE AV, VERNON							
				VPD	ARANA,ANDRE	*41	14:52:16	14:52:37	15:01:21			15:48:31
20211225004												
	RPT		12/14/2021	15:13:32								
			FOUND		4305 S SANTA FE AV, VERNON			Department	OCA Number	RMS Juris		
				VPD	HERNANDEZ,MIG	*47						
								15:13:32				15:33:44
20211225012												
	RPT		12/14/2021	16:25:21	URBAN TRENDS							
			GTAR		2640 E 45TH, VERNON			Department	OCA Number	RMS Juris		
				VPD	ARANA,ANDRE	*32						
							16:32:46	16:40:24				17:43:55

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 12/15/2021

Jurisdiction: VERNON

Last Date: 12/15/2021

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20211225039														
	1015		12/15/2021	01:51:15	COMMERCIAL SANDBLAST									
	RPT		487R		2678 E 26TH, VERNON					Department	OCA Number	RMS Juris		
	VS									VPD	CR21-2090	CA0197300		
				VPD	CERDA,PAUL,JR		*32		01:53:21	01:57:18			04:16:39	
				VPD	VASQUEZ,LUIS		43		01:53:24	02:03:18			04:24:35	
				VPD	CERDA,EUGENIO		47		01:56:36	01:57:16			04:39:26	
					USTOW		US TOW	03:54:40	03:55:53	04:05:43			04:42:39	
20211225062														
	VREC		12/15/2021	09:24:16										
			REC		E 54TH // BICKETT, VERNON					Department	OCA Number	RMS Juris		
										VPD	CR21-2091	CA0197300		
				VPD	MADRIGAL,ALFOI		*43E			09:24:16				09:54:50
				VPD	GODOY,RAYMON		31W		09:24:43	09:25:44				09:54:49
				VPD	RAMOS,JOSE		47		09:24:21				09:25:46	
					MR C TOW		MR C TOW	09:27:53	09:27:55	09:39:21				09:54:50
20211225067														
	SUP		12/15/2021	10:48:25										
			140		3141 E 44TH, VERNON									
				VPD	MADRIGAL,ALFOI		*43E	11:56:03	10:48:25	10:50:36			11:56:39	
20211225074														
	RPT		12/15/2021	12:54:19	PRIVY									
			484R		2110 E 37TH, VERNON					Department	OCA Number	RMS Juris		
										VPD	CR21-2092	CA0197300		
				VPD	GODOY,RAYMON		*31W	13:16:08	13:16:21	13:29:13			14:14:33	
20211225082														
	VREC		12/15/2021	16:48:58	LASO-TEMPLE									
			LOCATE		5502 TOWNE AVE, LOS ANGELES									

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 12/16/2021

Jurisdiction: VERNON

Last Date: 12/16/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20211225097												
	RPT		12/16/2021	00:55:47	KIM AND CAMI PRODUCTIONS							
	VI		TRAFFIC STOP		2960 LEONIS BL, VERNON				Department VPD	OCA Number CR21-2093	RMS Juris CA0197300	
	CITE											
				VPD	VASQUEZ,LUIS	*43E		00:55:47				01:40:52
				VPD	LANDA,RAFAEL	47	00:55:51	00:56:15				01:40:52
20211225144												
	RPT		12/16/2021	18:56:01								
			594R		5500 BANDINI, VERNON				Department VPD	OCA Number CR21-2095	RMS Juris CA0197300	
				VPD	MADRIGAL,ALFOI	*31E	19:07:33	19:07:34	19:28:20		19:59:36	
20211225145												
	RPT		12/16/2021	19:06:17	LUZ MARTINEZ							
	1015		902T		DOWNEY RD // FRUITLAND AV, VERNON				Department VPD	OCA Number CR21-2094	RMS Juris CA0197300	
	VI											
	VS											
				VPD		*43	19:07:01	19:08:15	19:14:31		21:59:21	
				VPD	LUCAS,JASON	22		19:15:48			19:15:51	
				VPD	MACIEL,CYNTHIA	26W		19:15:55	19:19:35		21:03:40	
				VPD	SANTOS,DANIEL	S1		19:21:18			21:41:12	
20211225153												
	RPT		12/16/2021	21:57:02								
	1015		242		3737 S SOTO, VERNON				Department VPD	OCA Number CR21-2096	RMS Juris CA0197300	
				VPD	MACIEL,CYNTHIA	*26W	21:57:20	21:59:18	21:59:35		23:45:06	
				VPD	REDONA,BRYAN	43		21:59:31	21:59:36		22:58:36	
				VPD	SANTOS,DANIEL	S1			22:01:08		22:58:59	
20211225156												
	1015		12/16/2021	23:36:40	LAPD 77TH							
			WARRANT		7600 S BROADWAY, LOS ANGELES							
				VPD	MADRIGAL,ALFOI	*31E	23:39:49	23:40:10	00:02:03		01:05:18	

VERNON POLICE DEPARTMENT

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

<i>First Date:</i>		12/16/2021										
<i>Jurisdiction:</i>		VERNON										
<i>Last Date:</i>		12/16/2021										
<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>
20211225157												
	RPT		12/16/2021	23:41:51								
		211R		ALCOA AV // LEONIS BL, VERNON								
			VPD	REDONA,BRYAN	*43	23:42:44	23:43:19	23:49:01				01:35:19
			VPD	MACIEL,CYNTHIA	26W		23:45:11	23:51:06			00:29:20	
			VPD	ESTRADA,IGNACI	S2		23:46:49				00:05:17	

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 12/17/2021

Jurisdiction: VERNON

Last Date: 12/17/2021

Call Number	Disp	Ten	Received	Caller								
		Code	Complaint	Address		Unit Time						
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20211225172												
	RPT	12/17/2021	03:23:40	fashion music								
		459R		2808 S SANTA FE AV, VERNON								
			VPD	MACIEL,CYNTHIA	*26W	03:25:31		03:25:31	03:26:17			06:26:52
			VPD	MADRIGAL,ALFOI	31E			03:25:34	03:32:28		04:48:00	
			VPD	REDONA,BRYAN	43			03:25:41	03:32:30		05:58:30	
			VPD	SANTOS,DANIEL	S1				03:33:24		05:58:40	
			VPD	ESTRADA,IGNACI	S2				03:33:26		05:59:05	
20211225192												
	OR	12/17/2021	11:48:51	T-Mobile USA 888-662-4662 opt 4								
	RPT	20001R		2316 E 38TH, VERNON								
			VPD	NEWTON,TODD	*43W		11:50:25	11:51:50				12:48:38
			VPD	CERDA,EUGENIO	47E				12:05:11		12:13:15	
			VPD	LUCAS,JASON	XS		11:52:04	12:05:43				12:48:38
20211225194												
	RPT	12/17/2021	12:10:11	AMERICAN								
		484R		2849 LEONIS BL, VERNON								
			VPD	CERDA,EUGENIO	*47E		12:13:15	12:20:33				12:39:59
20211225205												
	RPT	12/17/2021	15:41:40	HOLLAND FLOWER MARKET								
		476R		2200 E 27TH, VERNON								
			VPD	NEWTON,TODD	*43W	15:57:29	15:57:50	16:08:03				16:45:49
20211225207												
	RPT	12/17/2021	16:07:54	T-Mobile USA 888-662-4662 opt 4								
	OR	20002R		DOWNEY RD // BANDINI BL, VERNON								
	VI											
			VPD	CERDA,EUGENIO	*47E	16:09:56	16:10:16	16:16:55				18:27:41
20211225214												

VERNON POLICE DEPARTMENT

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

Jurisdiction:		VERNON		First Date:		12/17/2021		Last Date:		12/17/2021		
Call Number	Disp	Ten	Received	Caller		Unit Time						
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20211225214												
	RPT		12/17/2021	18:48:52	CORE MARK INC							
		GTAR			2311 E 48TH, VERNON							
			VPD	NEWTON,TODD	*43W	18:55:42	19:11:18	19:11:18			20:05:56	
20211225219												
	RPT		12/17/2021	20:07:27								
		DUI CKPT			E 37TH // SANTA FE AV, VERNON							
			VPD	ENCINAS,ANTHOI	*s6							
								20:07:56				03:03:06
* Denotes Primary Unit												

VERNON POLICE DEPARTMENT

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

First Date: 12/18/2021

Jurisdiction: VERNON

Last Date: 12/18/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20211225244												
	RPT		12/18/2021	1:49:41AM								
	1015		20002R	S ATLANTIC BL // DISTRICT BL, VERNON								
	CITE											
	VI											
				VPD REDONA,BRYAN	*44E		1:53:57AM	1:55:02AM				3:51:17AM
				VPD MACIEL,CYNTHIA	26		1:54:07AM	1:57:32AM			2:22:46AI	
				VPD SALDANA,CARLO	43W		1:54:02AM	1:54:55AM			3:18:40AI	
				VPD ONOPA,DANIEL	S5		1:56:13AM				2:20:54AI	
				USTOW	US TOW	2:49:24A	2:49:25AM	3:04:00AM			3:15:52AI	
20211225263												
	VI		12/18/2021	11:59:47AM								
	RPT		UNATTACHEDTR	2600 E 37TH, VERNON								
				VPD NEWTON,TODD	*44			11:59:47AI				1:00:49PM
				MR C TOW	MR C TOW		12:03:58PI	12:16:02PI				1:00:50PM
20211225265												
	VI		12/18/2021	1:00:24PM								
	RPT		REC	2700 SEARS, VERNON								
				VPD NEWTON,TODD	*44		1:06:41PM	1:22:56PM			2:25:31PI	
				VPD MANNINO,NICHOI	32E		1:06:50PM	1:10:17PM			1:18:24PI	
				VPD CERDA,EUGENIO	47W			1:22:58PM			1:47:52PI	
				USTOW	US TOW	1:19:51F	1:20:38PM	1:54:05PM			2:26:25PI	
20211225267												
	RPT		12/18/2021	1:25:58PM								
			FOUND	4305 S SANTA FE AV, VERNON								
				VPD MANNINO,NICHOI	*32E			1:30:26PM			1:53:44PI	
20211225276												
	RPT		12/18/2021	3:31:04PM	VERIZON WIRELESS 1-800-451-5242							
	LASO		MR60	4433 EXCHANGE, VERNON								
				VPD NEWTON,TODD	*44	3:33:57F	3:34:38PM	3:40:40PM			4:33:06PI	

VERNON POLICE DEPARTMENT

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

First Date: 12/18/2021

Jurisdiction: VERNON

Last Date: 12/18/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20211225276												
	RPT	12/18/2021	3:31:04PM	VERIZON WIRELESS 1-800-451-5242								
	LASO	MR60		4433 EXCHANGE, VERNON								
			VPD	MANNINO,NICHOI	32E		3:38:16PM	3:40:41PM			5:57:54PI	
			VPD	CERDA,EUGENIO	47W	3:33:59F	3:34:40PM	3:39:20PM			5:49:38PI	
20211225278												
	RPT	12/18/2021	4:14:23PM	J AND J SNACK FOODS								
		20002R		5353 DOWNEY RD, VERNON								
			VPD	NEWTON,TODD	*44		4:33:06PM				4:54:25PI	
20211225285												
	VREC	12/18/2021	6:56:13PM	LASD CENTURY								
		LOCATE		59 TH // CONVERSE, VERNON								
20211225303												
	1015	12/18/2021	9:08:24PM	SPIRIT CLOTHING								
	RPT	TRAFFIC STOP		2137 E 37TH, VERNON								
	VI											
			VPD	REDONA,BRYAN	*43W			9:08:24PM			10:14:10P	
			VPD	SALDANA,CARLO	31		9:09:42PM	9:16:12PM			10:12:57P	
				USTOW	US TOW		9:46:32PM	9:54:57PM			10:13:11P	
20211225313												
	1015	12/18/2021	11:21:33PM									
	RPT	TRAFFIC STOP		E 55TH // SANTA FE AV, VERNON								
	VI											
20211225315												
	VREC	12/18/2021	11:33:29PM	VIRTEL`S CENTRAL NORTHEAST								
		LOCATE		2010 N FIGUEROA ST, LOS ANGELES								
			VPD	RECORDS BUREAU	*RECD			11:35:08PM				12:20:38AM

VERNON POLICE DEPARTMENT

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

First Date: 12/19/2021

Jurisdiction: VERNON

Last Date: 12/19/2021

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20211225325														
1015			12/19/2021	01:02:08										
RPT	1T8		TRAFFIC STOP	E 53D // MALABAR, VERNON										
VI														
					VPD	OURIQUE,CARLO	*1T8			01:02:08			01:31:22	
					VPD	HERNANDEZ,EDV	2T8			01:03:26			01:31:24	
20211225332														
VREC			12/19/2021	03:33:13										
RPT			REC	PREFERRED FREEZER										
OR				3200 E WASHINGTON BL, VERNON										
					VPD	FLORES,TERESA	*26E			03:33:14			04:32:29	
20211225335														
VS			12/19/2021	05:29:17										
			917A	ELDER MAZARIEGOS										
				E SLAUSON AV // BOYLE AV, VERNON										
					VPD	FLORES,TERESA	*26E	05:31:25		05:33:50				06:32:06
					VPD	SALDANA,CARLO	31	05:31:30		05:35:41			06:08:15	
					VPD	REDONA,BRYAN	43W			05:39:59			06:05:58	
					VPD	ONOPA,DANIEL	S5			05:40:25				06:32:06
20211225339														
RPT			12/19/2021	08:07:23										
VREC			REC	4320 MAYWOOD AV, VERNON										
					VPD	CERDA,EUGENIO	*47			08:07:25				09:27:10
20211225352														
RPT			12/19/2021	11:38:21										
1015			415	CHP										
				S ATLANTIC BL // BANDINI BL, VERNON										
					VPD	MADRIGAL,ALFOI	*26E	11:38:37	11:39:25	11:45:22				13:52:56
					VPD	MANNINO,NICHOI	20W	11:38:39	11:39:40	11:43:12			12:22:51	
					VPD	CERDA,EUGENIO	47		11:39:54	11:45:00			13:14:23	
20211225358														

VERNON POLICE DEPARTMENT

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

First Date: 12/19/2021

Jurisdiction: VERNON

Last Date: 12/19/2021

Call Number	Disp	Ten	Received	Caller		Unit Time							
		Code	Complaint	Address		Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp	
		Dep	Officer	Unit									
20211225358													
	RPT		12/19/2021	14:25:34	AMPM								
		FOUND			3031 E VERNON AV, VERNON								
				VPD	MANNINO,NICHOL	*20W		14:26:36	14:40:38				15:45:57

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 12/20/2021

Jurisdiction: VERNON

Last Date: 12/20/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20211225403												
	RPT	12/20/2021	05:58:32	SIXTA MARCOS								
		273.5		ALCOA AV // LEONIS BL, VERNON								
			VPD	ONOPA,DANIEL	*S5			05:58:46			06:53:58	
			VPD	FLORES,TERESA	20E	06:09:12		06:16:01			07:48:38	
			VPD	VELEZ,MARISSA	26W			06:26:12			06:56:51	
			VPD	SALDANA,CARLO	31			06:08:28			06:54:23	
20211225445												
	RPT	12/20/2021	13:20:44	LORENZO SALGADO								
	VREC	REC		BANDINI BL // DOWNEY RD, VERNON								
			VPD	MANNINO,NICHOI	*20E	13:21:28	13:23:43	13:26:01			14:08:35	
			VPD	MADRIGAL,ALFOI	26W		13:25:13	13:28:07				14:08:47
			VPD	OURIQUE,CARLO	5D35			13:25:47			13:42:52	
				USTOW	US TOW	13:29:10	13:29:51	13:42:19				14:08:48
			VPD	LUCAS,JASON	XS			13:32:17			13:50:46	
20211225451												
	RPT	12/20/2021	15:21:26	EL TENAMPA								
		242R		4903 S SANTA FE AV, VERNON								
			VPD	MADRIGAL,ALFOI	*26W	15:28:06		16:16:10				17:33:21
20211225460												
	RPT	12/20/2021	17:56:42	PROFUSION								
		594R		4150 BANDINI BL, VERNON								
			VPD	HERNANDEZ,MIG	*47	18:07:45	18:07:45	18:23:51			18:18:03	18:49:39

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 12/21/2021

Jurisdiction: VERNON

Last Date: 12/21/2021

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20211225479														
	RPT	12/21/2021	00:14:34	FOOD CASTLE										
		487R		2099 E 27TH, VERNON										
			VPD	MACIEL,CYNTHIA		*31W		00:17:10		00:20:59				00:39:51
			VPD	CERDA,PAUL,JR		44				00:20:52				00:39:51
20211225488														
	VREC	12/21/2021	03:25:34	ROYAL COACHES										
		LOCATE		3306 COGGSWELL ROAD, EL MONTE										
			VPD	RECORDS BUREAU		*RECD				03:26:15				04:21:25
20211225521														
	RPT	12/21/2021	12:01:49	DULCE										
	MET	242		S ATLANTIC BL // BANDINI BL, VERNON										
			VPD	CERDA,EUGENIO		*47		12:02:27		12:08:44			13:45:27	
			VPD	MADRIGAL,ALFOI		31W				12:07:02			13:45:29	
			VPD	HERNANDEZ,MIG		44E		12:02:29		12:04:35				17:29:52
20211225527														
	RPT	12/21/2021	14:49:16	MONTAGE FULFILLMENT										
		459R		2602 E 37TH, VERNON										
			VPD	MADRIGAL,ALFOI		*31W	15:31:56			15:38:28				16:06:20
20211225541														
	RPT	12/21/2021	21:13:03	ARCADIA INC										
		GTAR		3225 E WASHINGTON BL, VERNON										
			VPD	CERDA,PAUL,JR		*44E		21:15:30		21:32:07				21:54:12
20211225547														
	VREC	12/21/2021	23:40:48	ROYAL PRODUCE										
		REC		2590 HARRIETT, VERNON										
			VPD	SALDANA,CARLO		*31W				23:40:48			00:17:39	
				USTOW		US TOW	23:44:39	23:45:31		23:51:48			00:17:37	

VERNON POLICE DEPARTMENT

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

First Date: 12/22/2021

Jurisdiction: VERNON

Last Date: 12/22/2021

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20211225551														
	VREC		12/22/2021	00:38:22	LAPD-HOLLENBECK									
			LOCATE		2890 PICO, LOS ANGELES									
20211225553														
	RPT		12/22/2021	00:45:38	FARMER JOHN									
			GTAR		3851 S SOTO, VERNON									
				VPD	SALDANA,CARLO	*31W	00:49:30							
									00:57:57			01:48:32		
20211225569														
	VI		12/22/2021	06:27:19										
	RPT		DET		6138 PALM AVE, MAYWOOD									
				VPD	OURIQUE,CARLO	*5D35				06:28:16				08:04:09
				VPD	ENCINAS,ANTHOI	5D31				07:43:58				08:04:08
				VPD	HERNANDEZ,EDV	5D32				06:28:21				08:04:08
				VPD	VELEZ,MARISSA	5D34				07:44:00				08:04:09
					MR C TOW	MR C TOW	07:53:21	07:53:22		07:53:23				08:04:09
				VPD	GAYTAN,LORENZ	S7				07:50:20				08:04:10
20211225598														
	VREC		12/22/2021	15:25:06	SOUTH GATE PD									
			LOCATE		10442 CALIFORNIA AVE, SOUTH GATE									
20211225599														
	VREC		12/22/2021	15:41:12	LASO COMPTON									
			LOCATE		250 N CENTRAL AVE, COMPTON									
20211225603														
	RPT		12/22/2021	16:36:53	CECILIO CRUZ									
			MISPR		S ATLANTIC BL // DISTRICT BL, VERNON									
				VPD	ZOZAYA,OSCAR	*47W				16:56:28			17:54:48	

VERNON POLICE DEPARTMENT

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

First Date: 12/22/2021

Jurisdiction: VERNON

Last Date: 12/22/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20211225605												
	RPT	12/22/2021	16:54:11	DARLENE NAVARRO								
	VS	901TR		E 55TH // SANTA FE AV, VERNON								
	CITY											
			VPD	HERNANDEZ,MIG	*44	16:55:02	16:55:16	17:05:23				18:49:17
			VPD	GODOY,RAYMON	43E		17:03:03	17:05:25			18:46:23	
				USTOW	US TOW	17:17:01	17:17:01	17:38:18			18:46:29	
20211225607												
	VREC	12/22/2021	19:02:44	JOSE ORTIZ								
	RPT	REC		2825 E 44TH, VERNON								
			VPD	VASQUEZ,LUIS	*43W			19:10:21			20:12:52	
			VPD		44			19:17:40			20:12:50	
			VPD	LANDA,RAFAEL	47E			19:12:44			20:12:54	

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 12/23/2021

Jurisdiction: VERNON

Last Date: 12/23/2021

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20211225622														
	VREC		12/23/2021	05:51:16	TITAN TOW 9438 FIRESTONE BLVD, DOWNEY									
				LOCATE	VPD	RECORDS BUREAU	*RECD			05:51:44				06:15:02
20211225631														
	RPT		12/23/2021	08:09:16	20002R E 26TH // BONNIE BEACH PL, VERNON									
					VPD	GODOY,RAYMON	*31E	08:10:21	08:10:43				08:11:59	
					VPD	LUCAS,JASON	22			08:11:58			09:07:33	
20211225635														
	RPT		12/23/2021	09:05:56	902T 4305 S SANTA FE AV, VERNON									
					VPD	LUCAS,JASON	*22			09:08:04				09:42:42
20211225638														
	RPT		12/23/2021	09:21:51	902T ATD HOLDINGS 4490 AYERS AV, VERNON									
					VPD	GODOY,RAYMON	*31E		09:24:35	09:29:21			10:15:17	
					VPD	NEWTON,TODD	44W			09:57:43				11:19:30
20211225643														
	RPT		12/23/2021	11:17:57	GTAR 52D DR // HELIOTROPE, VERNON									
					VPD	ZOZAYA,OSCAR	*47	11:18:48	11:18:49				11:19:36	
					VPD	NEWTON,TODD	44W			11:19:34			12:00:15	
20211225650														
	VS		12/23/2021	12:25:33	917A E WASHINGTON BL // DOWNEY RD, VERNON									
	RPT				VPD	ZOZAYA,OSCAR	*47	12:27:30	12:27:53	12:39:09			13:07:10	
					VPD	NEWTON,TODD	44W			12:37:47			13:07:09	
						MR C TOW	MR C TOW	12:45:39	12:45:43	12:58:06			13:07:12	

VERNON POLICE DEPARTMENT

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

First Date: 12/23/2021

Jurisdiction: VERNON

Last Date: 12/23/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20211225659												
	RPT	12/23/2021	15:56:37	T-Mobile USA 888-662-4662 opt 4								
	OR	20001R		S BOYLE AV // SLAUSON AV, VERNON								
			VPD	ZOZAYA,OSCAR	*47	15:57:29	15:59:09	16:00:36				16:57:42
			VPD	NEWTON,TODD	44W			16:04:09			16:35:17	
				USTOW	US TOW	16:11:41	16:21:25	16:38:18				16:57:42
20211225662												
	RPT	12/23/2021	16:42:28	T-Mobile USA, Inc.								
		20002R		S SANTA FE AV // VERNON AV, VERNON								
			VPD	LUCAS,JASON	*22	16:45:12	16:52:10				17:19:59	
			VPD	NEWTON,TODD	44W	16:56:02	17:01:51				17:20:00	
			VPD	ZOZAYA,OSCAR	47		17:02:02				17:20:02	
20211225666												
	VREC	12/23/2021	19:05:50									
		LOCATE		BANDERA // 57, VERNON								
			VPD	RECORDS BUREAU	*RECD			19:12:31				19:12:37
20211225676												
	RPT	12/23/2021	22:35:36									
	OR	901T		E 27TH // SANTA FE AV, VERNON								
			VPD	REDONA,BRYAN	*31W			22:36:51				23:19:38
			VPD	VASQUEZ,LUIS	43			22:44:59			23:05:21	
				USTOW	US TOW	22:46:00	22:46:02	22:57:42				23:19:39
20211225679												
	RPT	12/23/2021	23:03:43	REX DISTRIBUTOR								
		246		2850 E 46TH, VERNON								
			VPD	LANDA,RAFAEL	*47E	23:05:26	23:07:52				23:50:27	
			VPD	REDONA,BRYAN	31W	23:26:06	23:27:04				23:42:38	
			VPD	VASQUEZ,LUIS	43	23:05:28	23:07:11				23:50:24	
			VPD	ESTRADA,IGNACI	S2		23:10:48				23:45:38	

VERNON POLICE DEPARTMENT

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

First Date: 12/24/2021

Jurisdiction: VERNON

Last Date: 12/24/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20211225684												
	VREC	12/24/2021	03:07:12	GEO PLASTICS								
		REC		2200 E 52D, VERNON								
			VPD	REDONA,BRYAN	*31W			03:07:12			04:09:00	
				MR C TOW	MR C TOW	03:16:51	03:16:58	03:44:32				04:26:10
20211225685												
	RPT	12/24/2021	03:40:12	MRS. GOOCHS WHOLE SALE FOODS								
	MK72	902TR		5000 PACIFIC BL, VERNON								
			VPD	VASQUEZ,LUIS	*43		03:41:53	03:45:03				04:39:29
				USTOW	US TOW	04:04:15	04:05:14	04:14:23				04:39:29
20211225703												
	RPT	12/24/2021	09:10:39	CNM APPAREL								
		GTAR		2675 S SANTA FE AV, VERNON								
			VPD	GODOY,RAYMON	*44	09:12:31	09:12:44	09:20:17			09:54:47	
20211225705												
	RPT	12/24/2021	09:22:38	FRUITLAND AV // SOTO, VERNON								
		REC										
			VPD	NEWTON,TODD	*43E			09:22:38			10:01:37	
				MR C TOW	MR C TOW	09:36:07		09:50:40				11:57:47

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 12/25/2021

Jurisdiction: VERNON

Last Date: 12/25/2021

Call Number	Disp	Ten	Received	Caller										
		Code	Complaint	Address	Unit Time									
</														

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 12/26/2021

Jurisdiction: VERNON

Last Date: 12/26/2021

Call Number	Disp	Ten	Received	Complaint	Caller	Address	Unit Time					
							Dep	Officer	Unit	Dispatch	Enroute	OnScene
20211225792												
VI			12/26/2021	02:33:45								
RPT			VCK		E 49TH // SANTA FE AV, VERNON				Department VPD	OCA Number CR21-2155	RMS Juris CA0197300	
				VPD	REDONA,BRYAN	*44			02:33:45			03:13:28
					MR C TOW	MR C TOW	02:48:09	02:48:09	03:02:36			03:13:28
20211225840												
VI			12/26/2021	19:25:31		PREFERRED FREEZER						
RPT			925			3200 E WASHINGTON BL, VERNON			Department VPD	OCA Number CR21-2156	RMS Juris CA0197300	
VREC									VPD	CR21-2157	CA0197300	
				VPD		*26E	19:26:53	19:27:00	19:32:48			22:13:53
				VPD		43	19:26:58	19:27:02	19:32:52		20:03:52	
				VPD		44W		19:30:03	19:34:22		19:50:49	
					MR C TOW	MR C TOW	20:41:36	20:41:36	20:57:24			22:13:53
					USTOW	US TOW	20:13:24	20:13:25			20:41:34	

* Denotes Primary Unit

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

First Date: 12/27/2021

Last Date: 12/27/2021

Call Number	Disp	Ten	Received	Caller	Code	Complaint	Address	Unit Time					
								Dep	Officer	Unit	Dispatch	Enroute	OnScene
20211225868													
	RPT		12/27/2021	06:34:50			RAE G. CAFE						
			594R				3666 S SOTO, VERNON						
				VPD	CERDA,PAUL,JR			*43	06:36:44	06:46:38			
											07:05:02		
20211225873													
	RPT		12/27/2021	07:11:22									
			459V				3365 E SLAUSON AV, VERNON						
				VPD	MADRIGAL,ALFOI			*43E	07:15:51	07:22:08			
				VPD	CEDENO,RUTH			2P8		08:10:54	09:17:38		
				VPD	MANNINO,NICHOI			44W		07:22:26	08:40:30		
				VPD	HERNANDEZ,MIG			47	07:15:56	07:19:56	09:10:33		
				VPD	ENCINAS,ANTHOI			5D31		07:27:35	09:25:18		
				VPD	OURIQUE,CARLO			5D35		07:27:37	09:25:21		
				VPD	HERRERA,GUSTAF			L2		07:37:40	10:50:45		
20211225878													
	RPT		12/27/2021	09:01:17			FARM FRESH TO YOU						
	VREC		GTAR				5837 S DISTRICT BL, VERNON						
				VPD	OURIQUE,CARLO			*5D35	09:25:24		10:23:53		
				VPD	ENCINAS,ANTHOI			5D31	09:25:27		10:23:56		
20211225881													
	RPT		12/27/2021	09:29:19			PRINCESS PAPER						
			AGTAR				4455 FRUITLAND AV, VERNON						
				VPD	MANNINO,NICHOI			*44W	09:46:43	09:50:55	11:58:32		
				VPD	HERNANDEZ,MIG			47	11:01:17	11:08:10	11:34:57		
20211225894													
	RPT		12/27/2021	13:15:27			ACCU GRAPHICS						
			487R				3846 S SANTA FE AV, VERNON						
				VPD	MADRIGAL,ALFOI			*43E	13:17:17	13:17:41	13:18:25		
				VPD	MANNINO,NICHOI			44W	13:18:33	13:21:31	13:44:58		

VERNON POLICE DEPARTMENT

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

First Date: 12/27/2021

Jurisdiction: VERNON

Last Date: 12/27/2021

Call Number	Disp	Ten	Received	Caller		Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp	
20211225896															
	RPT		12/27/2021	13:42:05	NANOS TRUCKING										
			484R		4501 S SANTA FE AV, VERNON										
				VPD	MANNINO,NICHOI	*44W	14:18:52	14:18:53	14:40:16					15:10:08	
20211225899															
	RPT		12/27/2021	14:03:59	GEORGE										
			MR60		S 2ND // SLAUSON AV, VERNON										
				VPD	HERNANDEZ,MIG	*47	14:08:03	14:08:03	14:22:16					15:09:49	
				VPD	MADRIGAL,ALFOI	43E		14:35:49	14:40:19			14:45:44			
20211225914															
	VREC		12/27/2021	21:28:46											
			REC		3200 E WASHINGTON BL, VERNON										
				VPD	FLORES,TERESA	*26E			21:28:46			21:54:57			
					USTOW	US TOW	21:30:00	21:30:29	21:41:08			21:54:59			

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 12/28/2021

Jurisdiction: VERNON

Last Date: 12/28/2021

Call Number	Disp	Ten	Received	Caller								
		Code	Complaint	Address		Unit Time						
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20211225926												
	VREC	12/28/2021	02:58:37	CASA NUEVA								
		REC		4432 PACIFIC BL, VERNON								
			VPD	FLORES,TERESA	*26E			02:58:42			03:20:17	
				MR C TOW	MR C TOW	02:56:52	02:57:09	03:11:24			03:24:47	
20211225935												
	VI	12/28/2021	06:33:12									
		DET		6311 RIVERSIDE AVE, BELL								
			VPD	OURIQUE,CARLO	*5D35			06:33:21				07:53:40
			VPD		44E	06:53:21	06:53:23				06:59:51	
			VPD	ENCINAS,ANTHOI	5D31			06:33:25				07:53:39
			VPD	HERNANDEZ,EDV	5D32			06:33:28				07:53:40
			VPD	VELEZ,MARISSA	5D34			06:33:32				07:53:40
				USTOW	US TOW	06:51:30	06:51:38	07:27:15				07:53:41
20211225938												
	VI	12/28/2021	07:12:27									
	RPT	586		S 1ST // 57TH, VERNON								
	CITE											
			VPD	CEDENO,RUTH	*2P8			07:12:27			09:02:23	
				MR C TOW	MR C TOW	07:54:05	07:54:38	08:10:52			08:57:09	
20211225945												
	RPT	12/28/2021	08:59:54	DOUBLE BARGAIN								
		PLATE		3033 BANDINI BL, VERNON								
			VPD	ZOZAYA,OSCAR	*44E	09:07:34	09:12:29	09:12:29				09:49:43
20211225948												
	VI	12/28/2021	09:38:43									
	RPT	586		5720 S 2ND, VERNON								
	CITE											
			VPD	CEDENO,RUTH	*2P8			09:38:43				11:15:58
				USTOW	US TOW	10:10:20	10:10:23	10:34:25			11:10:23	

VERNON POLICE DEPARTMENT

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

First Date: 12/28/2021

Jurisdiction: VERNON

Last Date: 12/28/2021

Call Number	Disp	Ten	Received	Caller		Unit Time							
				Code	Complaint	Address	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove
20211225952													
	VREC		12/28/2021	11:39:55	GALT PD								
			LOCATE		10375 LIVE OAK, GALT								
20211225968													
	RPT		12/28/2021	15:21:46	ALEJANDRO								
			20002R		ALCOA AV // 44TH, VERNON								
				VPD	ZOZAYA,OSCAR	*44E	15:23:17	15:23:34	15:33:48		16:22:27		
20211225970													
	RPT		12/28/2021	16:13:35	S SOTO // LEONIS BL, VERNON								
			901T										
				VPD	MADRIGAL,ALFOI	*26			16:14:31				16:58:25
				VPD	ZOZAYA,OSCAR	44E		16:22:31			16:33:01		
				VPD	HERNANDEZ,MIG	47W	16:14:39	16:15:44	16:19:20				16:58:25
20211225978													
	RPT		12/28/2021	20:03:37	SQUARE H BRANDS								
			PLATE		2731 S SOTO, VERNON								
				VPD	VASQUEZ,LUIS	*26E	20:04:40	20:20:54			20:44:40		
				VPD	CERDA,EUGENIO	44W	20:05:32	20:10:59			20:20:55		
20211225987													
	REPO		12/28/2021	23:10:14	UNKNOWN CO NAME								
			REPO		4587 LOMA VISTA AV, VERNON								
				VPD	RECORDS BUREAU	*RECD		23:13:40					23:25:24
20211225988													
	VREC		12/28/2021	23:28:29	MR C'S TOW								
			LOCATE		7000 ALAMEDA, HUNTINGTON PARK								
				VPD	RECORDS BUREAU	*RECD		23:30:51					23:54:39

VERNON POLICE DEPARTMENT

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

First Date: 12/29/2021

Jurisdiction: VERNON

Last Date: 12/29/2021

Call Number	Disp	Ten	Received	Complaint	Caller	Address	Unit Time					
							Dep	Officer	Unit	Dispatch	Enroute	OnScene
20211225998												
	VS		12/29/2021	07:04:24	T-Mobile USA 888-662-4662 opt 4							
	RPT		BOVEH		S SANTA FE AV // 38TH, VERNON							
				VPD	ZOZAYA,OSCAR	*47W	07:05:26	07:05:39				07:15:27
				VPD	HERNANDEZ,MIG	44		07:15:24	07:17:52			07:43:26
					MR C TOW	MR C TOW	07:20:52	07:24:21	07:35:18			07:43:27
20211226008												
	VREC		12/29/2021	12:38:35	4033 E SLAUSON AV, MAYWOOD							
			LOCATE									
				VPD	RECORDS BUREAU	*RECD			12:47:11			16:14:16

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 12/30/2021

Jurisdiction: VERNON

Last Date: 12/30/2021

Call Number	Disp	Ten	Received	Caller		Unit Time							
		Code	Complaint	Address		Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp	
20211226043													
	RPT		12/30/2021	03:43:33	MARQUEZ PRODUCE			Department VPD	OCA Number CR21-2176	RMS Juris CA0197300			
			246R		1890 E 25TH, VERNON								
				VPD	LANDA,RAFAEL	*41W	03:48:28				03:58:15	05:59:12	
				VPD	VASQUEZ,LUIS	26E		04:01:54		04:39:03			
20211226045													
	RPT		12/30/2021	04:55:27	HARBOR MARINE PRODUCT			Department VPD	OCA Number CR21-2177	RMS Juris CA0197300			
			459R		5088 FRUITLAND AV, VERNON								
				VPD	VASQUEZ,LUIS	*26E	04:57:40				05:13:37	06:06:39	
20211226068													
	RPT		12/30/2021	15:16:56	AT&T MOBILITY 800 635 6840 4			Department VPD	OCA Number CR21-2178	RMS Juris CA0197300			
			GTAR		FRUITLAND AV // ALCOA AV, VERNON								
				VPD	FLORES,TERESA	*41E	15:19:37				15:20:07	15:26:01	16:21:05
20211226078													
	VS		12/30/2021	20:35:22				Department VPD	OCA Number CR21-2179	RMS Juris CA0197300			
	RPT		VCK		E 52D // ALAMEDA, VERNON								
				VPD	REDONA,BRYAN	*47W					20:35:22		21:38:11
					MR C TOW	MR C TOW	21:12:34	21:12:34	21:26:50		21:38:12		
20211226084													
	VREC		12/30/2021	23:01:13				Department VPD	OCA Number CR21-2180	RMS Juris CA0197300			
	RPT		REC		2120 E 25TH, VERNON								
				VPD	REDONA,BRYAN	*47W					23:01:13		23:39:50
				VPD	VASQUEZ,LUIS	43		23:01:25		23:09:31			
					USTOW	US TOW	23:17:27	23:17:28	23:23:22		23:39:50		

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 12/31/2021

Jurisdiction: VERNON

Last Date: 12/31/2021

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20211226102												
	RPT	12/31/2021	07:33:17	APPLE FABRICS								
		A487R		1945 E 55TH, VERNON								
			VPD	NEWTON,TODD	*43W	07:34:11		07:37:21				09:02:20
			VPD	GAYTAN,LORENZ	S7		07:48:59	07:55:23			07:58:19	
20211226123												
	RPT	12/31/2021	16:07:38	T-Mobile USA 888-662-4662 opt 4								
		245R		6074 MALBURG WY, VERNON								
			VPD	CERDA,EUGENIO	*47E	16:08:20	16:08:22	16:12:18				16:31:59
			VPD	LUCAS,JASON	22		16:09:02	16:12:20			16:24:18	
			VPD	NEWTON,TODD	43W			16:16:30				16:31:59
20211226124												
	OR	12/31/2021	16:22:15	VERIZON WIRELESS 1-800-451-5242								
	RPT	902T		BANDINI BL // PENNINGTON WAY, VERNON								
	CITY											
			VPD	LUCAS,JASON	*22	16:24:18	16:24:56	16:37:47				17:39:48
				MR C TOW	MR C TOW	16:55:21	16:55:23	17:08:15				17:39:49
20211226125												
	RPT	12/31/2021	16:43:28									
	SUP	FU		2051 MARENGO ST, LOS ANGELES								
			VPD	CERDA,EUGENIO	*47E		16:44:35	16:43:28				17:16:19
20211226126												
	RPT	12/31/2021	16:48:16									
		GTAR		4432 PACIFIC, VERNON								
			VPD	NEWTON,TODD	*43W		16:48:48	17:00:53			17:16:36	
20211226141												
	RPT	12/31/2021	20:16:23	MARK BENIER								
		242		2046 E 52D, VERNON								
			VPD	SALDANA,CARLO	*41	20:18:29	20:18:30	20:21:42				20:51:27

VERNON POLICE DEPARTMENT

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

First Date: 12/31/2021

Jurisdiction: VERNON

Last Date: 12/31/2021

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20211226141														
	RPT		12/31/2021	20:16:23	MARK BENIER									
			242		2046 E 52D, VERNON									
				VPD	MACIEL,CYNTHIA	26W		20:19:28	20:22:23					20:51:27
				VPD	REDONA,BRYAN	44E		20:25:24	20:29:17			20:48:03		
20211226150														
	RPT		12/31/2021	23:23:13										
	VI			TRAFFIC STOP	2900 LEONIS BL, VERNON									
				VPD	SALDANA,CARLO	*41			23:23:14					
				VPD	MACIEL,CYNTHIA	26W		23:53:32	23:53:35					
				VPD	REDONA,BRYAN	44E		23:23:18	23:23:32					
					USTOW	US TOW	00:08:51	00:08:51	00:22:25					

* Denotes Primary Unit

City Council Agenda Item Report

Submitted by: Mark Aumentado
Submitting Department: Public Utilities
Meeting Date: February 15, 2022

SUBJECT

Acceptance of Work and Notice of Completion for Contract No. LP-0586 – 50th Street Water Main Replacement

Recommendation:

- A. Accept the Work by Cedro Construction, Inc. with regard to the 50th Street Water Main Replacement, Contract No. LP-0586; and
- B. Authorize the General Manager of Public Utilities to submit the Notice of Completion for the 50th Street Water Main Replacement for recordation to the Los Angeles County Registrar-Recorder/County Clerk (County Clerk).

Background:

On April 6, 2021, City Council awarded City Contract LP-0586 – 50th Street Water Main Replacement (Project) to Cedro Construction, Inc. (Cedro) in the amount of \$964,976. Additionally, City Council approved a contingency amount of \$96,000 and granted authority to the City Administrator to issue change order(s) for an amount not-to-exceed the approved contingency amount for any unforeseen changes in the project.

Cedro was contracted to install a new 12-inch ductile iron pipe water main on 50th Street between Soto Street and Boyle Avenue, replacing the now abandoned 10-inch cast iron water main that was evaluated and determined to be insufficient to distribute the proposed production yield of the future Well 22 to be located nearby.

On December 20, 2021, the City Administrator issued Change Order No. 1 in the amount of \$96,000. Change Order 1 accounted for additional fittings, valves, and labor needed to properly install the water main and customer lateral connections while avoiding existing underground utilities already located in the street.

The Project was completed to the satisfaction of the the City on January 14, 2022. The Notice of Completion has been reviewed and approved as to form by the City Attorney's Office.

Fiscal Impact:

Cedro Construction, Inc. completed the 50th Street Water Main Replacement for a total amount of \$1,060,976; total cost is within the total approved for the Project, including the contingency amount. There is no fiscal impact associated with the submittal of the Notice of Completion for recordation with the County Clerk. The project utilized Water Bond funding.

Attachments:

- 1. [Notice of Completion - Contract LP-0586: 50th Street Water Main Replacement](#)

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: N/A

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT, PURSUANT TO CIVIL CODE SECTION 9204:

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 February 15, 2022. The work done was: 50th Street Water Main Replacement.
6. The name of the contractor, if any, for such work of improvement was Cedro Construction, 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, equipment, materials, labor, supplies, and services necessary to install a new 12-inch ductile iron water main on 50th Street between Soto Street and Boyle Avenue, as described within the project specifications.

Dated: 2/15/2022

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, Abraham Alemu, General Manager of Public Utilities, 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.

Abraham Alemu, General Manager of Public Utilities

On _____, before me, Lisa Pope, City Clerk for the City of Vernon, personally appeared Abraham Alemu, General Manager of Public Utilities, 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

Submitted by: Nicholas Perez
Submitting Department: Police Department
Meeting Date: February 15, 2022

SUBJECT

Purchase Order with D&R Office Works, Inc.

Recommendation:

Approve the issuance of a Purchase Order with D&R Office Works, Inc. for the purchase, delivery and installation of office furniture for the Vernon Police Department Detective Bureau and Sergeant's Office, in an amount not to exceed \$57,260.49.

Background:

Vernon Police Department (VPD) staff is working with D&R Office Works, Inc. (D&R) to furnish existing offices in the VPD Detective Bureau and Sergeant's Office. Both office spaces have not been refurnished in nearly 20 years. The plan for the Sergeant's Office provides for seven (7) workspaces. The plan for the Detective Bureau provides for six (6) workspaces, including an interview room and cabinetry in the storage room.

D&R has given VPD a 12-14 week window to deliver and install the new furniture due to a supply chain delay impacting all furnishing and materials across the country.

As a registered participant of the OMNIA Partners, a cooperative purchasing organization, D&R is exempted from competitive bidding and competitive selection pursuant to Vernon Municipal Code (VMC) Section 3.32.110(a)(5b), which states, "Contracts for supplies, equipment or services that can be purchased in cooperation with other public agencies, associations or when supplies, equipment or services can be purchased from a vendor offering the same prices, terms and conditions as in a previous award from the City or another public agency either by competitive bid or through a negotiated process and, in the opinion of the Finance Director, it is to the advantage of the City to do so." The Finance Director concurs it is advantageous for the City to move forward with the the proposed purchase from D&R.

Per VMC 3.32.110(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. Within the past twelve (12) months, the City has paid or awarded D&R a total of approximately \$89,000 in contracts.

Fiscal Impact:

Sufficient funds for these capital improvements are available in the Vernon Police Department's Fiscal Year 2021-22 budget in the amount of \$57,260.49. If approved, the purchase will be charged to the the VPD's General Fund, Account No. 011.1031.850000.

Attachments:

1. [D&R Office Works, Inc. Proposal](#)



PROPOSAL

Date: 1/21/2022
Valid Until: 3/22/2022
Quote No.: 1086-R5- 1/22/22
Sales Rep: KAREN BRAUN

9956 Baldwin Place, El Monte, CA 91731
626.454.4660 • DandROfficeWorks.com

BILL TO: City of Vernon
ACCTS PAY

SHIP TO: CITY OF VERNON - PD -GROUND-ROOMS A-B
Marissa Veloz
4305 SANTA FE AVE
VERNON CA 90058
323-587-5171 x 134

Item	Qty.	Product	Unit	Extended
1	1	QUOTATION UPDATED 1/22/22 - VALID FOR 60DAYS	\$0.00	\$0.00
2	1	DUE TO SUPPLY CHAIN AND LABOR ISSUES, LEAD TIME COULD BE APPROX 12-14 WEEKS	\$0.00	\$0.00
3	1	VPA455889	\$0.00	\$0.00
4	1	OMNIA PARTNERS CONTRACT #R191809	\$0.00	\$0.00
			Sub Total:	\$0.00
OFFICES				
Item	Qty.	Product	Unit	Extended
5	4	925 2910-Y2-A36 Cortina - High-Back, Synchro-Tilt Control, A36 8 Way Adj. Arms	\$499.00	\$1,996.00
			Sub Total:	\$1,996.00
ROOM A				
Item	Qty.	Product	Unit	Extended
6	4	925 1115-GT-A00-US Zoom - Guest Nesting, A00 Armless, Mesh Back w/ Upholstered Seat	\$215.00	\$860.00
7	6	925 2900-S2-A00 Cortina - Mid-Back, Swivel-Tilt Control, No Arms	\$350.00	\$2,100.00
8	2	MAX M-C1L-20	\$16.90	\$33.80

Univ Cantilevered Worksurf Bracket LH 20"					
9	2	MAX	M-C1R-20	\$16.90	\$33.80
Univ Cantilevered Worksurf Bracket RH 20"					
10	2	MAX	M-CTFB	\$9.54	\$19.08
Countertop Flat Bracket					
11	2	MAX	M-DXH1472D	\$496.40	\$992.80
DeXTR Stack on Storage Built up w4 Doors/Cubbies					
12	1	MAX	M-DXLOH1442D	\$344.38	\$344.38
DeXTR 14.25"D x 42"W x 13"H Overhead Cab-2 doors					
13	1	MAX	M-DXLOH1448D	\$375.58	\$375.58
DeXTR 14.25"D x 48"W x 13"H Overhead Cab-3 doors					
14	2	MAX	M-DXSL2028O	\$78.69	\$157.38
DeXTR O Leg 20"					
15	2	MAX	M-DXSL2428O	\$84.65	\$169.30
DeXTR O Leg 24"					
16	2	MAX	M-DXTB7265	\$117.45	\$234.90
DeXTR Tackboard for built up stack on storage					
17	4	MAX	M-ED1	\$14.12	\$56.48
Duplex Outlet Circuit #1					
18	8	MAX	M-ED2	\$14.12	\$112.96
Duplex Outlet Circuit #2					
19	12	MAX	M-EH36	\$72.54	\$870.48
Standard Double Block Duplex Harness 36W					
20	1	MAX	M-EPF2	\$87.83	\$87.83
Power In-Feed through Side Receptacle					
21	4	MAX	M-HAREC2S2LCF	\$421.28	\$1,685.12
MXitUP 2 Stage 2 Leg Rectangle C Foot					

22	2	MAX	M-HAREC3S2LCF	\$466.40	\$932.80
			MXitUP 3 Stage 2 Leg Rectangle C Foot		
23	23	MAX	M-LC	\$10.33	\$237.59
			Lock Core Kit		
24	2	MAX	M-LF236-A	\$443.35	\$886.70
			Ridgeline Lateral- 2-Dwr 36W A-Pull		
25	3	MAX	M-LF336-A	\$550.26	\$1,650.78
			Ridgeline Lateral- 3-Dwr 36W A-Pull		
26	1	MAX	M-LFWT1836E	\$114.86	\$114.86
			Lateral File Worktop 18Dx36W Edgeband		
27	2	MAX	M-LFWT1872E	\$188.78	\$377.56
			Lateral File Worktop 18Dx72W Edgeband		
28	1	MAX	M-MK	\$6.76	\$6.76
			Master Key		
29	4	MAX	M-PFC72PLN	\$46.90	\$187.60
			72.5H "L" Connector Post		
30	1	MAX	M-PFC72PTN	\$45.51	\$45.51
			72.5H "T" Connector Post		
31	1	MAX	M-PFC72PXN	\$44.12	\$44.12
			72.5H "X" Connector Post		
32	4	MAX	M-PFCSL	\$5.56	\$22.24
			"L" Connector Strap		
33	1	MAX	M-PFCST	\$6.76	\$6.76
			"T" Connector Strap		
34	1	MAX	M-PFCSX	\$8.15	\$8.15
			"X" Connector Strap		
35	4	MAX	M-PFXC-72E	\$27.03	\$108.12

Prefix Panel End Covers 72H

36	1	MAX	M-PFXC-72W	\$64.78	\$64.78
Wall Starter Kit for Panels 72.5H					
37	6	MAX	M-PFXC-S	\$3.38	\$20.28
Prefix Straight Connector Kit					
38	4	MAX	M-PFXM-4224FP	\$142.09	\$568.36
Prefix Tackable Panel 42.5H x 24W No TC					
39	12	MAX	M-PFXM-4236FP	\$146.65	\$1,759.80
Prefix Tackable Panel 42.5H x 36W No TC					
40	4	MAX	M-PFXS-3024G	\$143.08	\$572.32
Prefix Glass Stacker 30H x 24W					
41	12	MAX	M-PFXS-3036G	\$165.73	\$1,988.76
Prefix Glass Stacker 30H x 36W					
42	4	MAX	M-PFXTC24	\$11.33	\$45.32
Prefix Panel Top Cap 24"W					
43	12	MAX	M-PFXTC36	\$18.49	\$221.88
Prefix Panel Top Cap 36"W					
44	2	MAX	M-PPHAL7035ELS	\$231.12	\$462.24
Prepare L-Return HA 70x35 LH					
45	2	MAX	M-PPHAL7035ERS	\$231.12	\$462.24
Prepare L-Return HA 70x35 RH					
46	1	MAX	M-PPLF2448RE	\$120.03	\$120.03
Prepare 24" X 48" Rectangle Laminate-Flat Edge					
47	2	MAX	M-PPSC48	\$46.50	\$93.00
Prepare External Table Top Sup Chnl 36"					
48	2	MAX	M-PPSC60	\$61.21	\$122.42
Prepare External Table Top Sup Chnl 48"					

49	1	MAX	M-PPTMSC	\$206.27	\$206.27
Prepare T Base Medium Pair Seated Height w/Casters					
50	1	MAX	M-PPTSSC	\$190.77	\$190.77
Prepare T Base Small Pair Seated Height w/Casters					
51	2	MAX	M-SC183640-A	\$433.81	\$867.62
Universal 40H x 36W x 18D Storage Cabinet A-Pull					
52	4	MAX	M-SYP20B-A	\$171.69	\$686.76
Sys & Desk Univ Pedestal 20Dx15Wx28H BBF A-Pull					
53	2	MAX	M-SYP20B-A	\$171.69	\$343.38
Sys & Desk Univ Pedestal 20Dx15Wx28H BBF A-Pull					
54	5	MAX	M-SYP20F-A	\$171.69	\$858.45
Sys & Desk Univ Pedestal 20Dx15Wx28H FF A-Pull					
55	1	MAX	M-ULRL243672	\$222.56	\$222.56
Univ LH L-Return WS 24 x 36 x 72					
56	1	MAX	M-ULRR243672	\$222.56	\$222.56
Univ RH L-Return WS 24 x 36 x 72					
57	6	MAX	M-URW2436	\$92.81	\$556.86
Univ Rec WS 24 x 36					
58	1	MAX	M-URW2442	\$96.58	\$96.58
Univ Rec WS 24 x 42					
59	1	MAX	M-URW2448	\$105.13	\$105.13
Univ Rec WS 24 x 48					
60	2	MAX	M-URW2472	\$135.92	\$271.84
Univ Rec WS 24 x 72					
61	1	MAX	M-URW3084N	\$166.92	\$166.92
Univ Rec WS 30 x 84 No Grommets					
62	1	MVD	MCHDBC2072	\$1,447.43	\$1,447.43

Buffett Credenza w/ 4 Box Drawers, 4 Full Hinged Doors, 20x72x36H - Standard Modesty Panel

63	2	MVD	MMCFOHD30	\$453.21	\$906.42
Wallmount Cabinet 2-Hinged Doors, 14 3/4Dx30Wx18 1/2H					
64	1	UBRAND-ESSEN	UBR3972U0001	\$195.00	\$195.00
48 X 36 Dry Erase Dry Erase Glass Board White					
65	1	UBRAND-ESSEN	UBR397980001	\$399.00	\$399.00
72 X 48 Dry Erase Floating Glass Board White					
				Sub Total:	\$27,008.42
ROOM B					
Item	Qty.	Product		Unit	Extended
66	3	MAX	M-C1L	\$17.69	\$53.07
Univ Cantilevered Worksurf Bracket LH					
67	6	MAX	M-C1L-20	\$16.90	\$101.40
Univ Cantilevered Worksurf Bracket LH 20"					
68	3	MAX	M-C1R	\$17.69	\$53.07
Univ Cantilevered Worksurf Bracket RH					
69	8	MAX	M-C1R-20	\$16.90	\$135.20
Univ Cantilevered Worksurf Bracket RH 20"					
70	6	MAX	M-CWB2	\$8.55	\$51.30
S1K Cantilever W/S Bracket Kit (2 pack)					
71	6	MAX	M-ED1	\$14.12	\$84.72
Duplex Outlet Circuit #1					
72	6	MAX	M-ED2	\$14.12	\$84.72
Duplex Outlet Circuit #2					
73	12	MAX	M-EH48	\$78.69	\$944.28
Standard Double Block Duplex Harness 48W					
74	2	MAX	M-EPF2	\$87.83	\$175.66
Power In-Feed through Side Receptacle					

75	1	MAX	M-HAREC2S2LCF	\$421.28	\$421.28
			MXitUP 2 Stage 2 Leg Rectangle C Foot		
76	3	MAX	M-ICTSP652424LBBFL	\$1,191.32	\$3,573.96
			Include 65x24x24 Side Access Twr LamFront Plinth		
77	3	MAX	M-ICTSP652424RBBFL	\$1,191.32	\$3,573.96
			Include 65x24x24 Side Access Twr LamFront Plinth		
78	1	MAX	M-MXHAW2454	\$110.49	\$110.49
			MXitUP HA REC Worksurface 24Dx54W		
79	8	MAX	M-PFC42PLN	\$35.37	\$282.96
			42.5H "L" Connector Post		
80	4	MAX	M-PFC42PTN	\$33.78	\$135.12
			42.5H "T" Connector Post		
81	6	MAX	M-PFCS1	\$3.38	\$20.28
			Single Connector Strap		
82	6	MAX	M-PFCSL	\$5.56	\$33.36
			"L" Connector Strap		
83	10	MAX	M-PFXC-07HL	\$21.27	\$212.70
			Prefix Variable Height Connector Kit 7.5H		
84	6	MAX	M-PFXC-42E	\$22.46	\$134.76
			Prefix Panel End Covers 42.5H		
85	2	MAX	M-PFXC-42W	\$49.28	\$98.56
			Wall Starter Kit for Panels 42.5H		
86	6	MAX	M-PFXC-S	\$3.38	\$20.28
			Prefix Straight Connector Kit		
87	6	MAX	M-PFXFGS-1524	\$124.21	\$745.26
			Prefix Frameless Glass Screen15Hx24W Disc 12/31/21		
88	6	MAX	M-PFXFGS-1548	\$189.38	\$1,136.28

89	12	MAX	M-PFXM-3548FP	\$129.77	\$1,557.24
Prefix Tackable Panel 35H x 48W No TC					
90	6	MAX	M-PFXM-4224FP	\$142.09	\$852.54
Prefix Tackable Panel 42.5H x 24W No TC					
91	6	MAX	M-PFXM-4248FP	\$155.60	\$933.60
Prefix Tackable Panel 42.5H x 48W No TC					
92	12	MAX	M-PFXTC48	\$23.45	\$281.40
Prefix Panel Top Cap 48"W					
93	1	MAX	M-SC183664-A	\$566.55	\$566.55
Universal 64H x 36W x 18D Storage Cabinet A-Pull					
94	2	MAX	M-SYP20F-A	\$171.69	\$343.38
Sys & Desk Univ Pedestal 20Dx15Wx28H FF A-Pull					
95	6	MAX	M-URCW2448	\$236.28	\$1,417.68
Univ RC WS 24 x 48					
96	6	MAX	M-URW2424	\$82.47	\$494.82
Univ Rec WS 24 x 24					
97	2	MAX	M-URW2442	\$96.58	\$193.16
Univ Rec WS 24 x 42					
98	1	MAX	M-UWMSOH1560F	\$262.31	\$262.31
Univ Wall MT OH Cab 15Hx60W Flipper Pnt Door					
				Sub Total:	\$19,085.35

\$3,847.18 \$3,847.18

Delivery and Installation

\$5,323.54 \$5,323.54

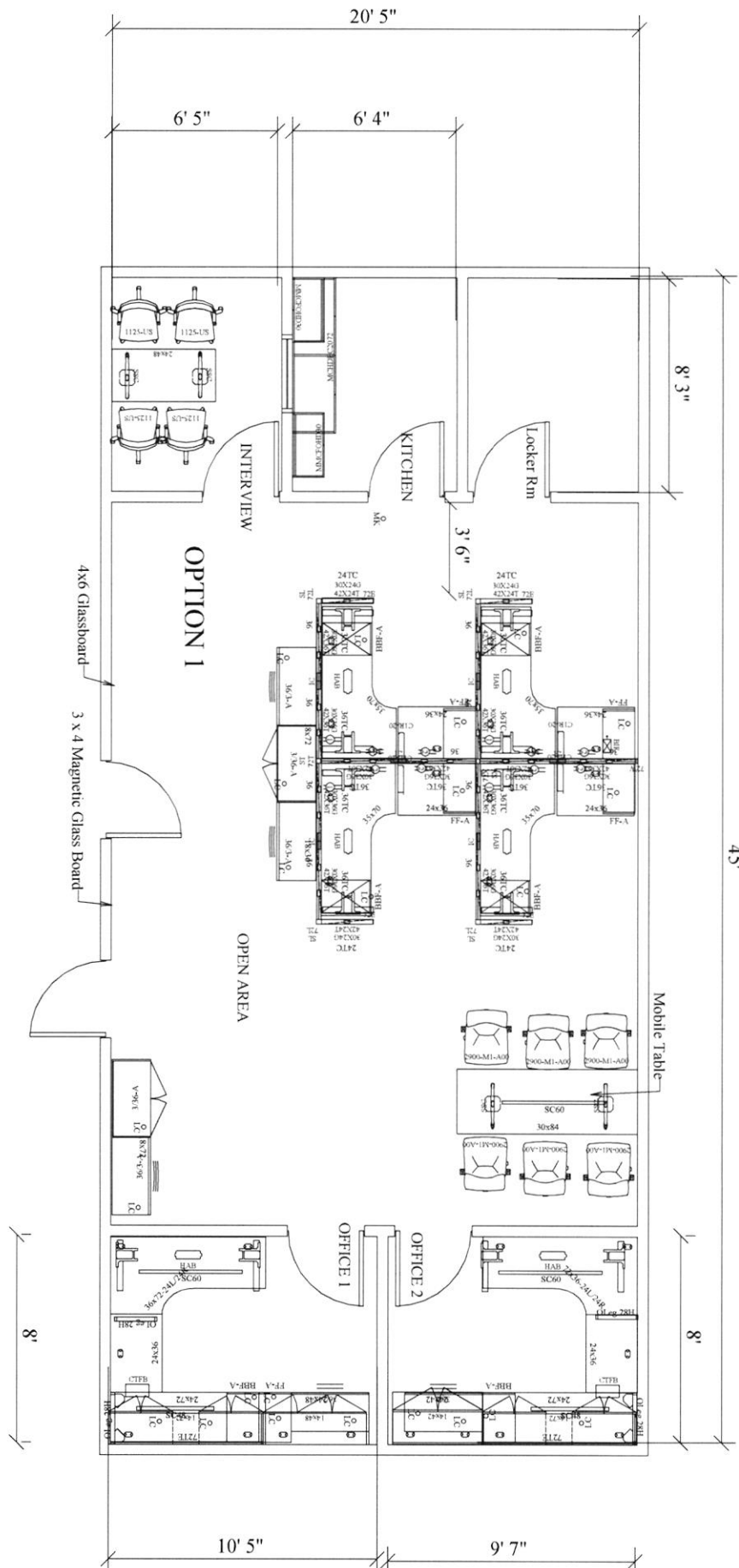
Sales Tax

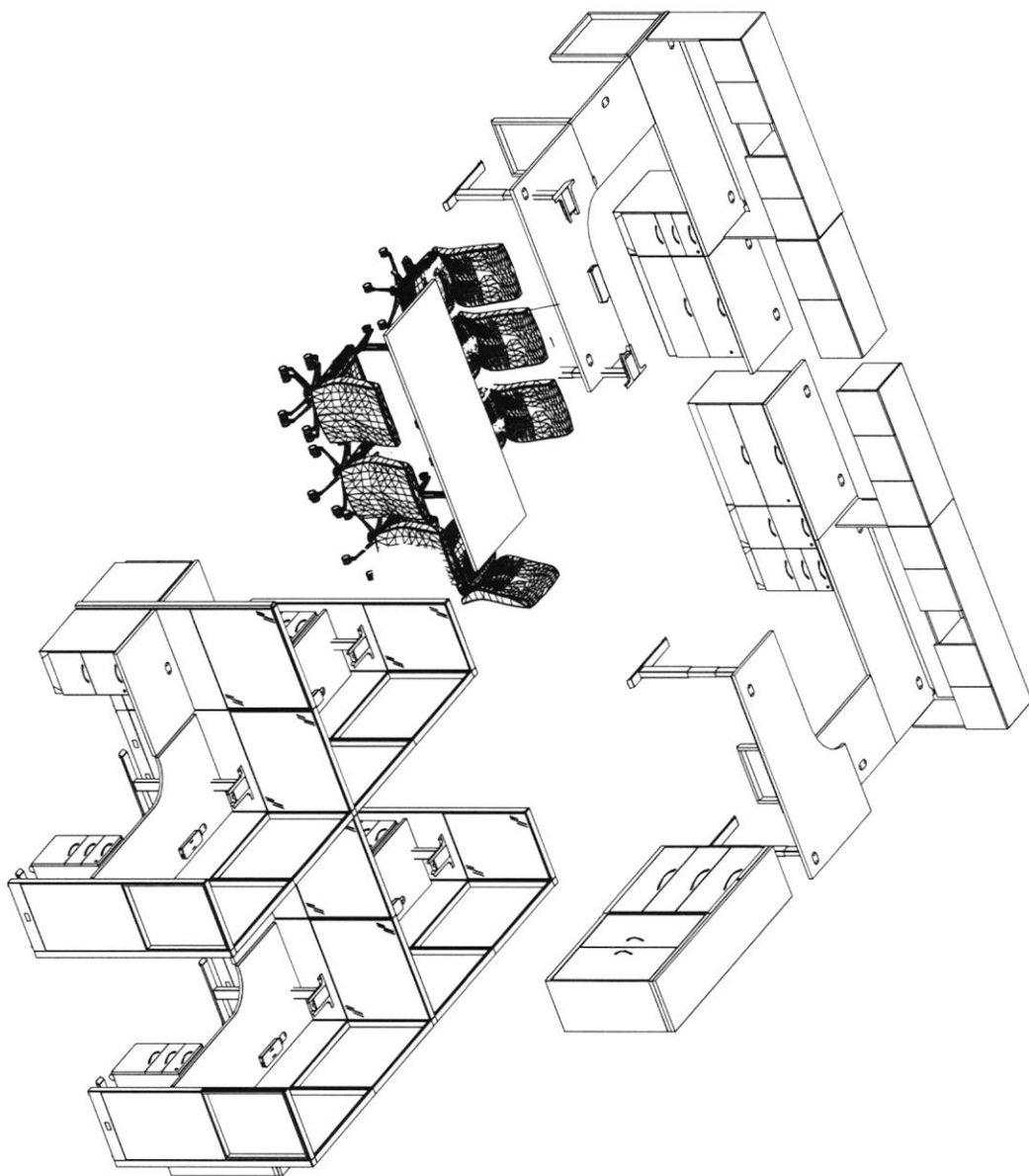
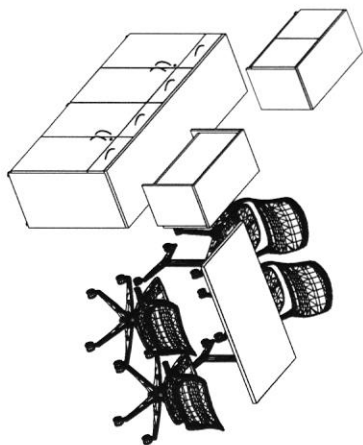
Total: \$57,260.49

Accepted By:

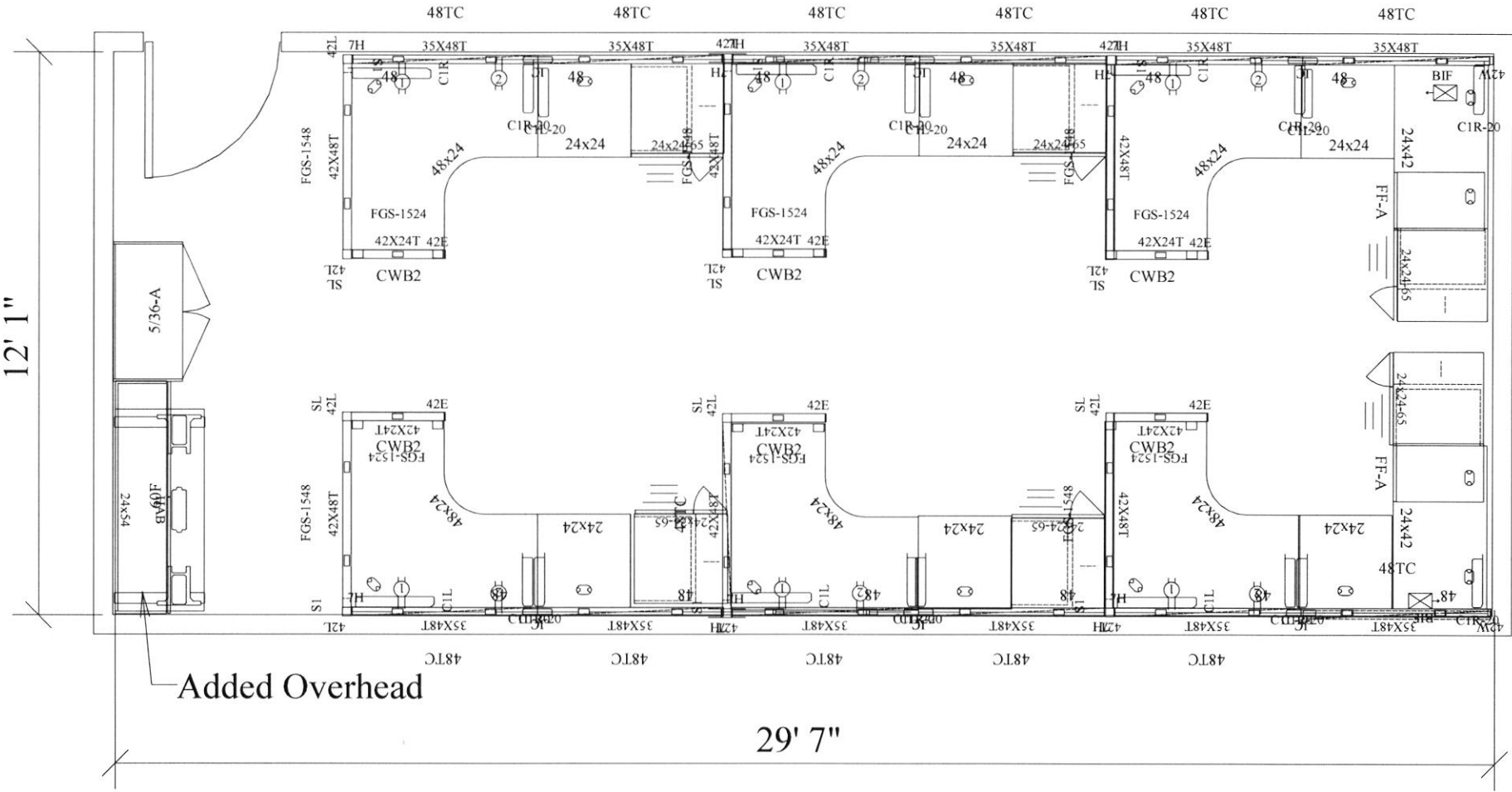
Date:

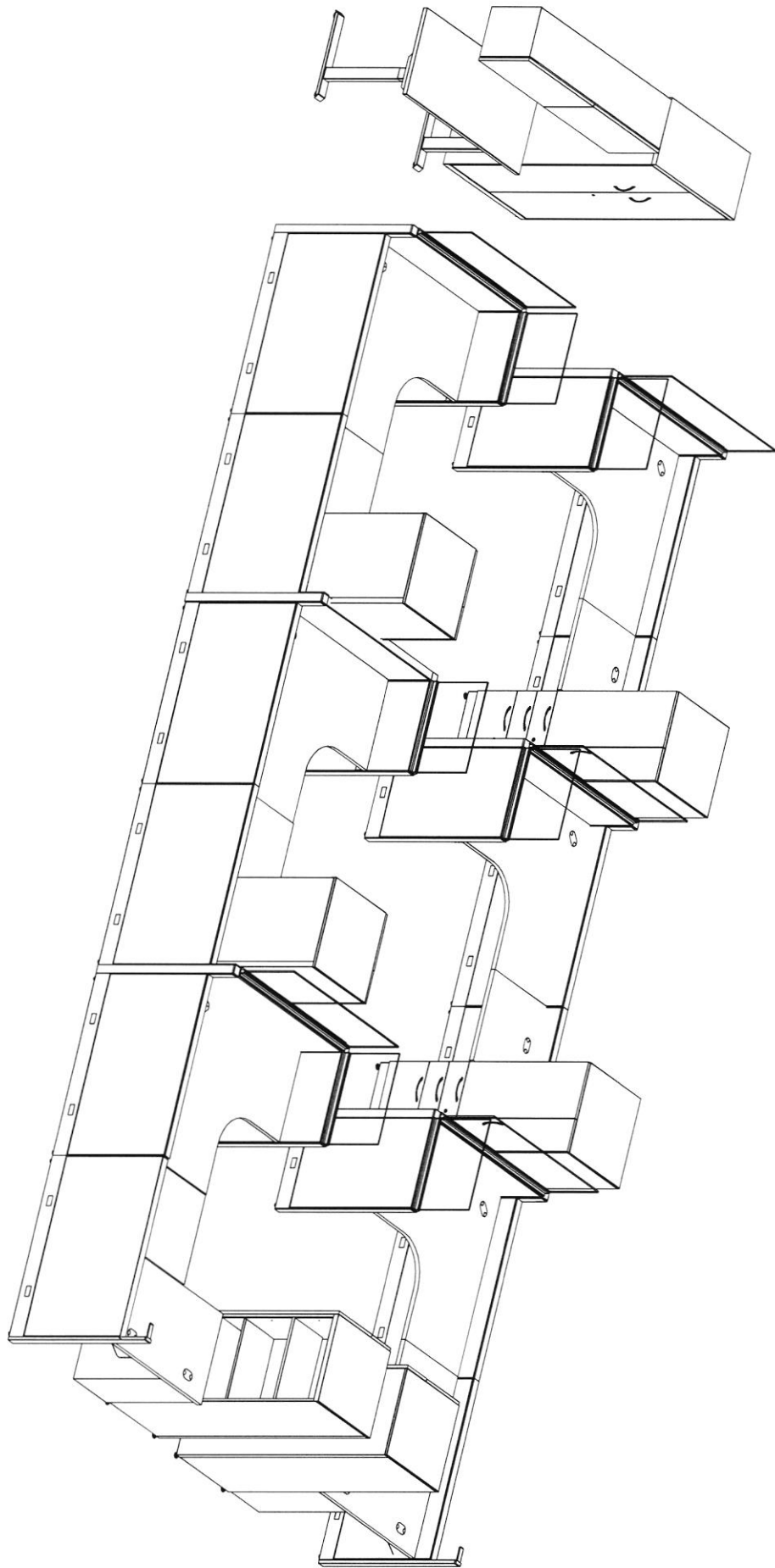
TERMS: 50% DEPOSIT-BALANCE C.O.D-UNLESS ACCOUNT HAS BEEN SET UP
DELIVERY DURING NORMAL BUSINESS HOURS UNLESS OTHERWISE NOTED
AREA TO BE CLEARED OF ALL EXISTING FURNITURE PRIOR TO DELIVERY
PRODUCT IS NOT SUBJECT TO RETURN OR CREDIT ONCE ORDER HAS BEEN PLACED





CITY OF VERNON - PD - ROOM B





City Council Agenda Item Report

Submitted by: Margarita Beltran
Submitting Department: Public Works
Meeting Date: February 15, 2022

SUBJECT

Award of City Contract No. CS-1204 Pacific Boulevard, Santa Fe and Vernon Avenue Street Improvements

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 repairs to existing streets and involves no expansion of existing use;
- B. Accept the bid proposal from All American Asphalt as the lowest responsive and responsible bidder for the Pacific Blvd., Santa Fe & Vernon Ave. Street Improvements project and reject all other bids;
- C. Approve and authorize the City Administrator to execute Contract No. CS-1204 in the amount of \$878,606 for the Pacific Blvd., Santa Fe & Vernon Ave. Street Improvements project, for a period not to exceed 45 calendar days; and
- D. Authorize a contingency of \$85,000 in the event of an unexpected changed condition in the project and grant authority to the City Administrator to issue a change order(s) for an amount up to the contingency amount if necessary.

Background:

The Pacific Blvd., Santa Fe & Vernon Ave. Street Improvements project consists of a 2" deep removal and replacement of existing asphalt pavement, along with adjustment of manholes and valves to the new grade. New asphalt shall consist of 3/8" thick of asphalt rubber aggregate membrane (ARAM) and 1-5/8" thick of C2-PG-70-10 asphalt concrete. To finalize, the streets shall be repainted in accordance with the latest Caltrans Standards.

On December 20, 2021, the Public Works Department advertised the Notice Inviting Bids (NIB) for CS-1204 Pacific Blvd., Santa Fe & Vernon Ave. Street Improvements (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 January 6, 2022. The calculated results were as follows:

- 1. All American Asphalt \$878,606
- 2. Palp Inc dba Excel Paving \$1,129,830
- 3. Hardy & Harper, Inc. \$1,590,000

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

Fiscal Impact:

The cost of the Construction Contract with All American Asphalt is \$878,606 (with a contingency of \$85,000, and a potential total amount of \$963,606). Sufficient funds are available in Public Works Department Account No. 011.1043.900000.

Attachments:

1. [Contract No. CS-1204 Pacific, Santa Fe & Vernon Street Improvements](#)

STANDARD FORM OF
CONSTRUCTION CONTRACT BETWEEN
CITY AND CONTRACTOR

This Agreement is made and entered into at Vernon, California this 15th day of February, 2022, by and between the CITY OF VERNON, a chartered municipal corporation (hereinafter "City") and All American Asphalt, a California corporation (hereinafter "Contractor"), for construction of the Pacific Blvd., Santa Fe, & Vernon Ave. Street Improvements City Contract CS-1204.

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
- L. Bidding Addenda Nos. 1 and 2

2. SCOPE OF WORK

Within the Contract Time and for the stated Contract Sum, subject to adjustments thereto, and pursuant to the Contract Documents, the Contractor shall perform and provide all necessary: labor; services; supervision; materials; tools;

equipment; apparatus; facilities; supplies; tools; permits, inspections, plan checks, and similar Governmental Approvals; temporary utilities; utility connections; and transportation necessary to complete the Work in strict conformity with the Contract Documents for:

Pacific Blvd., Santa Fe & Vernon Ave.
Street Improvements
Contract CS-1204

3. TIME FOR PERFORMANCE

Contract Time. Contractor shall achieve Substantial Completion of the Work within **45** 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 (\$1,500) dollars per day for each calendar day occurring after the expiration of the Contract Time for Substantial Completion until Contractor achieves Substantial Completion of the entire Work, as required by Article 3 of the General Conditions of Contract.

Contractor Initial here: _____.

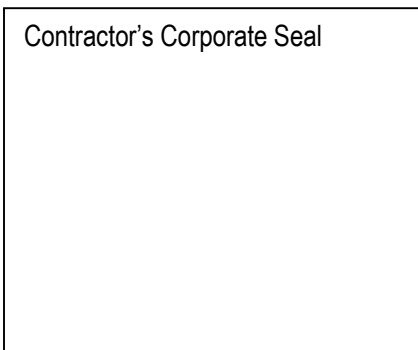
4. CONTRACT SUM

In consideration of the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, City shall pay Contractor the sum of eight hundred seventy-eight thousand, six hundred and six dollars/no cents (\$878,606.00), 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]:

By: _____
An Authorized Signatory

Printed Name: _____

Title: _____

Date: _____

CITY OF VERNON:

APPROVED AS TO FORM:

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

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

ATTEST:

By: _____
Name: Lisa Pope
Title: City Clerk

CONTRACTOR'S SIGNATURE MUST BE NOTARIZED

EXHIBIT A GENERAL CONDITIONS

ARTICLE 1 - PRELIMINARY PROVISIONS

1.01 DEFINITIONS

The following words shall have the following meanings:

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

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

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

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

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

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

1.02 REPRESENTATIVES

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

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

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

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

1.04 LICENSES

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

1.05 ALLOWANCES

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

1.06 WAIVER

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

1.07 DATA TO BE FURNISHED BY THE CONTRACTOR

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

1.08 CONTRACT DRAWINGS

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

1.09 SPECIFICATIONS AND DRAWINGS

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

1.10 PRECEDENCE OF CONTRACT DOCUMENTS

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

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

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

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

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

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

1.11 NOTICE OF CONFLICTS

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

1.12 REPORTS

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

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

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

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

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

1.13 LINES, GRADES, AND MEASUREMENTS

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

1.14 RIGHT OF WAY

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

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

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

1.15 CONTRACTOR'S OPERATIONS/STORAGE YARD

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

[END OF ARTICLE]

ARTICLE 2 - PERFORMANCE OF THE WORK

2.01 PERFORMANCE OF WORK - GENERAL

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

2.02 NO ASSIGNMENT OR DELEGATION

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

2.03 STANDARD OF PERFORMANCE

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

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

2.04 DEFECTIVE WORK

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

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

2.05 CITY'S RIGHT TO CARRY OUT THE WORK

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

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

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

2.06 COMMUNICATIONS AND NOTICES REGARDING THE WORK

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

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

	<u>All American Asphalt</u>
	<u>400 East Sixth Street</u>
	<u>Corona, CA 92879</u>
Attention:	<u>Edward J. Carlson, Vice President</u>
Phone:	<u>951-736-7600</u>
Email:	<u>publicworks@allamericanasphalt.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>Margarita Beltran, Associate Engineer</u>
Phone:	<u>323) 583-8811 ext. 377</u>
E-mail:	<u>mbeltran@ci.vernon.ca.us</u>

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

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

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

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

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

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

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

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

2.07 INDEPENDENT CONTRACTOR

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

2.08 EMERGENCY WORK

- A. During Working Hours:

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

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

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

B. Outside of Working Hours:

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

2.09 SUBCONTRACTORS

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

2.10 USE OF FACILITIES PRIOR TO COMPLETION OF CONTRACT

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

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

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

2.11 COOPERATION WITH OTHER WORK FORCES

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

2.12 AGREEMENTS WITH PROPERTY OWNERS

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

2.13 PROTECTION OF PROPERTY

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

2.14 CONTRACTOR'S RESPONSIBILITIES FOR LOSSES OR LIABILITIES

- A. Risk of Loss

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

B. Materials and Facilities

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

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

C. Laws and Regulations

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

2.15 WARRANTY AND CORRECTIONS

A. Warranty

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

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

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

B. Correction of Work

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

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

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

2.16 CLEANING AND ENVIRONMENTAL CONTROLS

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

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

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

2.17 WATER POLLUTION CONTROL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The SWPPP shall include:

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

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

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

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

D. Best Management Practices

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

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

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

E. Implementation

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

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

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

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

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

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

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

G. Sewage Spill Telephone Notification

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

Sewer Maintenance 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 reinitiate 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 **forty-five (45)** 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)) per day, with respect to Contractor's failure to achieve Substantial Completion of the Work within the Contract Time. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85. The Contractor acknowledges and agrees that the liquidated damages are intended to compensate City solely for the Contractor's failure to meet the deadline for Substantial Completion and shall not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.
- B. In the event that Contractor fails to achieve Substantial Completion of the Work within the Contract Time, Contractor agrees to pay City the amount specified in the Contract form for each calendar day that Substantial Completion is delayed.
- C. Contractor and City acknowledge and agree that the foregoing liquidated damages have been set based on an evaluation of damages that the City will incur in the event of late completion of the Work. Contractor and City acknowledge and agree that the amount of such damages are impossible to ascertain as of the effective date hereof and have agreed to such liquidated damages to fix City's damages and to avoid later disputes. It is understood and agreed by Contractor that liquidated damages payable pursuant to this Agreement are not a penalty and that such amount are not manifestly unreasonable under the circumstances existing as of the effective date of this Agreement.
- D. It is further mutually agreed that City shall have the right to deduct liquidated damages against progress payments or retainage and that the City will issue a Construction Change Directive and reduce the Contract Sum accordingly. In the event the remaining unpaid Contract Sum is insufficient to cover the full amount of liquidated damages. Contractor shall pay the difference to City.

[END OF ARTICLE]

ARTICLE 4 - CONSTRUCTION SCHEDULES

4.01 BASELINE PROJECT SCHEDULE

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

A. Format

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

B. Float

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

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

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

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

D. Early Completion

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

4.02 SCHEDULE UPDATES

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

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

4.03 NONCOMPENSABLE EXTRAORDINARY MEASURES

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

4.04 CONDITION OF PAYMENT

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

[END OF ARTICLE]

ARTICLE 5 - SUSPENSION OR TERMINATION OF CONTRACT

5.01 TERMINATION BY THE CONTRACTOR

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

5.02 TERMINATION BY THE CITY FOR CAUSE

A. Grounds

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

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

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

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

B. City's Rights.

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

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

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

C. Costs

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

D. Wrongful Termination

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

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

5.03 PARTIAL DELETION OR SUSPENSION OF WORK BY THE CITY

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

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

for Contractor's failure to:

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

G. Responsibilities of Contractor During Suspension Periods

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

5.04 TERMINATION BY THE CITY FOR CONVENIENCE

A. Grounds

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

B. Contractor Actions

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

C. Compensation

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

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

D. No Consequential Damages

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

5.05 CONTRACTOR'S DUTIES UPON TERMINATION FOR CAUSE OR CONVENIENCE

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

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

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

[END OF ARTICLE]

ARTICLE 6 – CHANGES

6.01 CITY'S RIGHT TO ORDER CHANGES

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

6.02 APPLICABLE PROVISIONS

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

6.03 NOTICE OF SCOPE CHANGE

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

6.04 CHANGE ORDERS

A. Computation

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

B. Accord and Satisfaction

Agreement on any Change Order shall be a full compromise and settlement of all adjustments to Contract Time and Contract Sum, and compensation for any and all delay, extended or additional field and home office overhead, disruption, acceleration, inefficiencies, lost labor or equipment productivity, differing Site conditions, construction interferences and other extraordinary or

consequential damages (hereinafter called "Impacts"), including any ripple or cumulative effects of said Impacts on the overall Work under the Contract arising directly or indirectly from the performance of Work described in the Change Order. By execution of any Change Order, Contractor agrees that the Change Order constitutes a complete accord and satisfaction with respect to all claims for schedule extension, Impacts, or any costs of whatever nature, character or kind arising out of or incidental to the Change Order. No action, conduct, omission, product failure or course of dealing by the City shall act to waive, modify, change, or alter the requirement that (i) Change Order's must be in writing, signed by the City and Contractor and; (ii) that such written Change Orders are the exclusive method for effectuating any change to the Contract Sum and/or Contract Time.

6.05 CONSTRUCTION CHANGE DIRECTIVE (FIELD DIRECTIVE)

- A. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order. The City may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletion, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- B. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be calculated in accordance with Paragraph 6.06 herein (Pricing Changes in the Work).
- C. Upon receipt of the Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the City of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive, for determining the proposed adjustment in the Contract Sum or Contract Time.
- D. If Contractor believes a Construction Change Directive constitutes a basis for adjustment to the Contract Sum or Contract Time, then Contractor shall give a Notice of Scope Change provided in Paragraph 6.03, followed by a submission of a Change Order Request as required by Paragraph 6.08. Contractor shall, if requested by City in such Construction Change Directive or in a subsequent Construction Change Directive, proceed with the performance of the Work as described in the Construction Change Directive. Failure of Contractor to proceed with the performance of Work, as described in the Construction Change Directive shall give the City the right to carry out the Work, as set forth in Paragraph 2.05.
- E. A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- F. If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the City on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, Allowable Mark-Ups in accordance with Paragraph 6.06(E) herein.

6.06 PRICING CHANGES IN THE WORK

- A. Alternative Methods of Pricing

The amount of any adjustment by Change Order or Construction Change Directive increasing or decreasing the Contract Sum shall be determined by the Director using one or a combination of the following methods:

1. Lump Sum. By mutual acceptance of a lump sum proposal from Contractor properly **itemized** and supported by sufficient substantiating data to permit evaluation. Such proposal shall be based solely on Allowable Costs, as defined in Subparagraph 6.06-C, and Allowable Mark-Ups, as defined in Subparagraph 6.06-E, and shall not include any costs or expense that is not permitted by the terms of any provision of the Contract Documents.
2. Unit Prices. By unit prices contained in Contractor's original Bid and incorporated in the Contract Documents or fixed by subsequent agreement between City and Contractor. Unless otherwise stated in the Bidding Documents, unit prices stated in the Contract Documents or agreed upon by the County and Contractor shall be deemed to include and encompass all Allowable Markups.
3. Time and Materials. By calculating the actual Allowable Costs directly incurred, plus a sum for Allowable Mark-Ups on such Allowable Costs.
4. Deletion of Work. By Unit Prices contained in Contractor's original Bid and incorporated in the Contract Documents, or by using the Schedule of Values to determine the value of the decrease of the Contract Sum, less the value of any Work performed, plus a reasonable percentage of the decrease for the Contractor's saved overhead unless the Schedule of Values allocates general conditions costs to individual line items, in which case no percentage of the decrease shall be added. When a change consists of both addition and deletion of Work, the added costs and deleted costs shall be calculated separately, and then added together, resulting in the net cost for the change. The Allowable Mark-Up shall be applied to this net cost.

B. Contractor Maintenance of Daily Records for Changes

1. In the event that Contractor is directed to perform any Extra Work, or should Contractor encounter conditions which the Contractor believes would obligate the City to adjust the Contract Sum and/or the Contract Time, Contractor shall maintain detailed records of the cost of such changes on a daily basis summarized in a daily report supplemented by back-up records. Such records shall include without limitation:
 - a. Labor. At the close of each day on which such Extra Work is performed, Contractor shall submit an Extra Work labor report, on forms provided by Director, to Director that sets forth a list of the actual hours spent in performing the Extra Work, that clearly differentiates between the labor expended on the Extra Work and other Work, and the Allowable Costs for such Extra Work performed that day showing the names of workers, their classifications, hours worked and hourly rates.
 - b. Materials, Equipment. A list of Allowable Costs of materials and equipment consumed in the performance of the Extra Work on the day on which such Extra Work is performed, together with copies of applicable delivery tickets and unit prices for all materials and for all equipment used the type of equipment, identification number, hours of operation (including loading and transportation) and hourly/daily rates involved for that day.
 - c. Other Services or Expenditures. A list of other services and expenditures constituting Allowable Costs incurred in performance of the Extra Work on the day on which such Extra Work is performed, along with documentation verifying the amounts thereof in such detail as Director may require.

2. In the event that more than one change to the Work is performed by the Contractor in a calendar day, Contractor shall maintain separate records of labor, construction equipment, materials, and equipment for each such change. In the event that any Subcontractor of any tier shall provide or perform any portion of any change to the Work, Contractor shall require that each such Subcontractor maintain records in accordance with this Section.
3. Each daily record maintained hereunder shall be signed by Contractor; such signature shall be deemed Contractor's representation and warranty that all information contained therein is true, accurate, complete, and relates only to the change referenced therein. All records maintained by Subcontractors of any tier, relating to the costs of a change in the Work shall be signed by such Subcontractor's authorized project manager or superintendent.

All such records shall be forwarded to the Director on the day the Work is performed (same day) for independent verification. The Director shall attempt to review and reconcile costs for changes on a daily basis. Records not available on the day on which the Extra Work is performed, such as, but not limited to, material invoices, shall be submitted as soon as they are available but not later than five (5) calendar days after the earlier of the day of delivery or incorporation of the particular item of Extra Work at the Site.

4. The Director may additionally require authentication of all time and material tickets and invoices by persons designated by the Director for such purpose. In the event that Contractor shall fail or refuse, for any reason, to maintain or make available for inspection, review, and/or reproduction such records, adjustments to the Contract Sum or Contract Time, if any, on account of any change to the Work may be deemed waived for that day. Contractor's obligation to maintain back-up records hereunder is in addition to, and not in lieu of, any other Contractor obligation under the Contract Documents with respect to changes to the Work.
5. Waiver by Contractor. Failure to submit such records as are required by this Paragraph daily shall waive any rights for recovery of Allowable Costs incurred for Extra Work performed that day. The failure of the Contractor to secure any required authentication shall, if the City elects in its sole discretion to treat it as such, constitute a waiver by the Contractor of any right to adjustment of the Contract Sum for the Allowable Cost of all or that portion of the Extra Work covered by such non-authenticated ticket or invoice.

C. Allowable Costs

The term "Allowable Costs" shall mean in the case of Extra Work actual costs incurred by Contractor and/or any Subcontractor, regardless of tier, and necessarily involved in direct performance of the Extra Work, or in the case of deleted work the actual costs that would have been incurred in performing deleted work by Contractor and/or any Subcontractor, regardless of tier, and shall be limited to the following costs:

1. Labor. Straight-time wages or salaries, and overtime wages and salaries specifically authorized by City in writing, for employees employed at the site, or at fabrication sites off the site, in the direct performance of the Extra Work or that would have been incurred in the direct performance of the deleted work, based on the actual cost for wages prevailing locally for each craft or type of workers at the time the Extra Work is done or the deleted work is ordered eliminated. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental. The use of labor classification which would increase the Allowable Cost for Extra Work will not be permitted unless Contractor establishes the necessity for such additional costs.

2. Benefits. Payroll taxes, insurance, health and welfare, pension, vacation, apprenticeship funds and benefits required by lawful collective bargaining agreements for employees on straight-time wages or salaries, and on overtime wages and salaries specifically authorized by City in writing, for employees employed at the site, or at fabrication sites off the site, in the direct performance of the Extra Work or that would have been incurred in the direct performance of the deleted work.
3. Materials, Consumables. Costs of materials and consumable items which are furnished and incorporated into the Work, as approved by City, or that would have been incorporated into the Work in the case of deleted work shall be at the lowest price available to Contractor but in no event shall such costs exceed competitive wholesale prices obtainable from other Subcontractors, suppliers, manufacturers and distributors in the general vicinity of the site. If City determines, in its discretion, that the cost of materials is excessive, or if Contractor fails to furnish satisfactory evidence of the cost from the actual supplier thereof, then in either case the cost of the materials shall be deemed to be the lowest wholesale price at which similar materials are available in the quantities required at the time they were needed. The City reserves the right to furnish such materials as it deems advisable, and Contractor shall have no claim for costs or profits on materials so furnished. Material invoices must be included with the extra work report to obtain payment.
4. Taxes. Sales taxes on the costs of materials and consumable items described in Paragraph 5.04-C.3 above.
5. Tool, Equipment Rental. Rental charges for necessary machinery and equipment, whether owned or hired, as authorized in writing by City, exclusive of hand tools, used directly in the performance of the Extra Work or that would have been used in the direct performance of the deleted work. Regardless of ownership, such rental charges shall not exceed the hourly rate derived from the most recently published "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," as published by K-111, San Jose, California, which is in effect at the time of commencement of the changed work. The Contractor shall attach a copy of the rate schedule to the daily reports required by Paragraph 6.06-B, above. The charges for any machinery and equipment shall cease when the use thereof is no longer necessary for the Extra Work or deleted work. No charge shall be allowed for use of equipment or tools which have a replacement value of \$500 or less. The allowable rental rates shall include the cost of fuel, power oil, lubrication, supplies, small tools, necessary attachments, loading, transportation, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Notwithstanding the provisions of Paragraph 6.06-E below, no mark-up shall be allowed for overhead, profit or bond premiums for use of equipment if the equipment is supplied by an equipment rental firm. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to City than holding it at the Site, it shall be returned, unless Contractor elects to keep it at the Site at no expense to City. Costs incurred while equipment is inoperative due to breakdowns, regular maintenance, or for non-Working Days shall not be allowed. The rental time shall include the time required to move the equipment to the Work from the nearest available source for rental of such equipment and to return it to the source. If such equipment is not moved by its own power, then loading and transportation will be allowed. Neither moving time nor loading and transportation costs will be paid if the equipment is for use on the Project unrelated to the Extra Work. All equipment shall be acceptable to City, in good working condition, and suitable for the purpose for which it is to be used.

6. Royalties. Additional or saved costs of royalties due to the performance of the Extra Work or deleted work.
7. Insurance, Bonds. Additional or saved costs of insurance and bonds, provided, however, that for Extra Work such costs shall not exceed one percent (1%) of Items 1 through 6 above.

D. Costs Not Allowed

Allowable Costs shall not include any of the following:

1. Wages, salaries, fringe benefits and payroll taxes of Contractor's and all Subcontractor's non-craft labor (above a Foreman level);
2. Overhead (including home office overhead), administrative or general expenses of any kind including engineering, estimating, scheduling, drafting, detailing, etc., incurred in connection with Extra Work;
3. Vehicles not dedicated solely for the performance of the extra of deleted work;
4. Small tools (replacement value not exceeding \$500);
5. Office expenses, including secretarial and administrative staff, materials and supplies;
6. On-site and off-site trailer and storage rental and expenses;
7. Site fencing;
8. Utilities, including gas, electric, sewer, water, telephone, telefax, copier equipment;
9. Computer and data processing personnel, equipment and software;
10. Federal, state or local business income and franchise taxes;
11. Losses of efficiency or productivity; and
12. Costs and expenses of any kind or item not specifically and expressly included in Paragraph 6.06-C.

E. Allowable Mark-Up

1. Extra Work by contractor (Markup): The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

Labor	33%
Materials	15%
Equipment Rental	15%
Other Items and Expenditures	15%
2. Extra Work by Subcontractor (Markup): When all or any part of the extra work is performed by a Subcontractor, the markup provided for the Contractor in 6.06.E.1 shall apply to the Subcontractor's actual costs. A markup of 5% on the subcontracted portion of each extra work may be added for the Contractor.

F. Net Allowable Costs

If anyone scope change involves both Extra Work and deleted work in the same portion of the Work and the additive allowable costs exceed the deductive allowable costs, the Allowable Markups on the Extra Work will be only the difference between the two amounts.

6.07 CITY ORIGINATED REQUEST FOR ITEMIZED CHANGE ORDER PROPOSAL REQUEST

City may issue a Construction Change Directive or other written request to Contractor describing a proposed change to the Work and requesting the Contractor submit an itemized change order proposal in a format acceptable to City within ten (10) calendar days after City issues the request. The Contractor's change order proposal shall include an analysis of impacts to cost and time, if any, to perform additional work, change Work or delete Work, as applicable, including the effects and impacts, if any, on unchanged Work, estimates of costs (broken down by the cost categories listed in this Paragraph), and Contractor's proposed methods to minimize costs, delay, and disruption to the performance of the Work. If Contractor fails to submit a written change order proposal within such period of time, it shall be presumed that the change described in the City's original proposal request will not result in an increase to the Contract Sum or Contract Time and the change shall be performed by Contractor without additional compensation to Contractor. City's request for itemized change order proposal request does not authorize the Contractor to commence performance of the change. If City desires that the proposed change be performed, the Work shall be authorized according to the Change Order or Construction Change Directive procedures set forth herein.

6.08 CONTRACTOR ORIGINATED CHANGE ORDER REQUEST (COR)

If the Contractor believes that instructions issued by the City after the effective date of the Contract will result in changes to the Contract Sum or Contract Time or if the Contractor otherwise becomes aware of the need for or desirability of a change in the Work, Contractor may submit a written Change Order Request ("COR") to the City in writing, in a format acceptable to City and in accordance with the notice provisions and other requirements of Article 7 below for Claims. The COR must specify the reasons for the proposed change, cost impacts and relevant circumstances and impacts on the Construction Schedule. The document shall be complete in its description of the Work, its material and labor quantities and detail, and must support and justify the costs and credits claimed by the Contractor. A Critical Path Method schedule Fragnet is required to support and justify any additional time of performance requested by the Contractor. The City will not review any COR which is incomplete. The Contractor may request additional compensation and/or time through a COR but not for instances that occurred more than ten (10) calendar days prior to the notice date. Contractor's failure to initiate a COR within this ten-day period or to provide detailed back-up documentation to substantiate the COR within thirty (30) calendar days of the initial written notice shall be deemed a waiver of the right to adjustment of the Contract Sum or the Contract Time for the alleged change. Any COR that is approved by the City shall be incorporated in a Change Order or Construction Change Directive. If the COR is denied but the Contractor believes that it does have merit, the Contractor shall proceed with the disputed Work and may submit a Claim in accordance with the procedures set forth herein.

6.09 ISSUANCE OF WORK DIRECTIVE (UNILATERAL).

In the event of a dispute as to whether or not Extra Work is required, City shall have the right to unilaterally issue a Work Directive; Contractor shall continue performance of disputed Work pending resolution and shall maintain and submit to City all accounting and cost data necessary to substantiate Contractor's cost of such disputed Work.

[END OF ARTICLE]

ARTICLE 7 - CONTRACT PAYMENTS AND CLAIMS

7.01 GENERAL

- A. Payment will be made at the price for each item listed on the bidding form or as Extra Work as provided in the General Conditions.
- B. Initial progress payment will not be made prior to approval by the Director of the Schedule of Values, the Construction Progress Schedule, and the Schedule of Submittals.
- C. No subsequent progress payment will be made prior to receipt by the Director of the monthly revision of the Construction Progress Schedule.

7.02 SCHEDULE OF VALUES FOR PAYMENTS

A. Submission

Upon City's request, the three (3) lowest bidders shall complete and submit a Preliminary Schedule of Values, within seven (7) calendar days.

In addition, Contractor shall complete and furnish within seven (7) calendar days after receiving the Notice of Award of the Construction Contract a Final Schedule of Values giving a complete breakdown of the Contract Sum for each component of the Work.

B. Content

The Schedule of Values shall be in sufficient detail as the Director may, in its discretion, deem necessary to evaluate progress at any point in the performance of the Work. Unless otherwise specified in the Contract Documents, the Schedule of Values shall include, without limitation, a breakdown of the general categories of Subcontractor work, direct overhead, profit and contingency, and a further breakdown of the general categories of Subcontractor work into separate trade line items of costs for Subcontractor services, labor and material, which is based on actual Subcontractor contract, subcontract, purchase order or vendor prices. If requested by Director, Contractor shall revise the Schedule of Values to allocate sums for Contractor overhead, profit and/or contingency among the individual line items for trade portions of the Work. No amounts shall be reflected in the Schedule of Values or Application for Payment for Extra Work or Deleted Work for which a Change Order has not been executed by Contractor and City or for which a Construction Change Directive has not been issued by City. Amounts that have been mutually agreed to by Change Order or unilaterally determined by City pursuant to a Construction Change Directive shall be segregated from the cost of the base Contract Work and separately listed by line item in the Schedule of Values. The Schedule of Values must be prepared in sufficient detail and supported by sufficient data to substantiate its accuracy as the Director may require.

C. Applications for Payment

The Schedule of Values, when approved by the Director, shall be used as a basis for Contractor's Applications for Payment and may be considered as fixing a basis for adjustments to the Contract Sum.

D. Revisions

If, at any time, it is determined that the Schedule of Values does not allocate the Contract Sum in a manner that reasonably and fairly reflects the actual costs anticipated to be progressively incurred by Contractor, it shall be revised and resubmitted for the Director's approval.

7.03 APPLICATIONS FOR PAYMENT

A. Marked Schedule of Values

Five (5) Days prior to the date set forth in Paragraph 7.03-B below for the monthly progress payment meeting, Contractor shall submit to Director a copy of the proposed Schedule of Values, marked to show the percentage of completion certified by Contractor for each line item in the Schedule of Values, including any stored materials approved for payment by City pursuant to Paragraph 7.03-D, below and any withholdings from Contractor proposed by Director.

B. Monthly Review

For the purpose of expediting the progress payment procedure, Contractor shall meet with the Director on or before the twentieth (20th) day of each month to review the Contractor's marked Schedule of Values prepared in accordance with Paragraph 7.03-A, above. The Director shall revise as appropriate and sign the marked Schedule of Values to verify such review. If any item in the marked Schedule of Values submitted for payment is disputed during this review, Contractor agrees to use its best efforts to resolve the disputed items with the Director before submitting its Application for Payment. If the Director and Contractor cannot agree, then the percentage completion shall be established at such percentage as the Director, in good faith, determines is appropriate to the actual progress of the Work. No inaccuracy or error in the Director's good faith estimate shall operate to release Contractor or Surety from any responsibility or liability arising from or related to performance of the Work. The Director shall have the right subsequently to correct any error and dispute any item submitted in Contractor's Application for Payment, regardless of whether an item was identified as disputed in the review process provided for herein.

C. Certification

Each Application for Payment shall be signed and certified by Contractor under penalty of perjury to City that:

1. The data comprising the Application for Payment is accurate and the Work has progressed to the point indicated;
2. To the best of Contractor's knowledge, information and belief, the Work is in accordance with the Contract Documents;
3. Contractor is entitled to payment in the amount certified; and
4. All sums previously applied for by Contractor on account of Work performed by Subcontractors and that have been paid by City have been paid to the Subcontractors performing such Work, without any retention, withholding or backcharge by Contractor.

D. Stored Materials

Payments may be made by City, at its discretion, on account of materials or equipment not incorporated into the Work but delivered on the ground at the Site and suitably stored by Contractor or stored off-Site under the control of City. Such payments shall only be considered upon submission by Contractor of satisfactory evidence that it has acquired title to same, that the material or equipment will be utilized in the Work and that the material is satisfactorily stored, protected and insured, and that such other procedures are in place satisfactory to City to protect City's interests. To be considered for payment, materials or equipment stored off-Site shall, in addition to the above requirements and unless otherwise specifically approved by City in writing, be stored in a bonded warehouse, fully insured, and available to City for inspection. City shall have sole discretion to determine the amount of material and equipment that may be stored on the Site at any given time.

7.04 PROGRESS PAYMENTS

A. Conditions to Progress Payments

Contractor shall submit its Application for Payment to the Director, using such forms as required by City, once a month on or before the first (1st) Day of the month following the month in which the Work that is the subject of such Application for Payment was performed. Without limitation to any other provisions of the Contract Documents, the following shall be conditions precedent to a proper submission and to the Director approval of each Application for Payment:

1. Submission of a Schedule of Values that reflects the percentages of completion either agreed to or determined by Director in accordance with Paragraph 7.03-B, above;
2. Submission of the Contractor's certification required by Paragraph 7.03-C, above;
3. Submission of conditional releases of stop notice, if any, and bond rights upon progress payment, complying with California Civil Code Section 8132, for all Work performed during the time period covered by the current Application for Payment, signed by Contractor, its Subcontractors of every tier, and all material suppliers to each, and (2) forms of unconditional release of stop notice and bond rights upon progress payment, complying with California Civil Code Section 8134 for all Work performed during the time period covered by the previous Application for Payment, signed by Contractor, its Subcontractors of every tier and all material suppliers to each;
4. Compliance by Contractor with its obligation for maintenance of As-Builts as required by the Contract Documents;
5. Compliance by Contractor with its obligation for submission of monthly and daily reports as required by the Contract Documents;
6. Compliance by Contractor with its obligations for submission of scheduling information and updating of the Construction Schedule as required by Article 4, above and other provisions of the Contract Documents pertaining to preparation or updating of schedule information;
7. Submission of certified payroll records as required by the Contract Documents;
8. Submission of certifications by Contractor and each Subcontractor as required by applicable collective bargaining agreements certifying that all employee benefit contributions due and

owed pursuant to any applicable collective bargaining agreement have been paid in full; and

9. Compliance by Contractor with all of its other obligations for submission of documentation or performance of conditions which, by the terms of the Contract Documents, constitute conditions to Contractor's right to receive payment for Work performed.

B. Payments by City

Pursuant to California Public Contract Code Section 20104.50, City shall make progress payment of undisputed sums due within thirty (30) Days after receipt by Director of an undisputed and properly submitted Application for Payment, calculated on the basis of ninety-five percent (95%) of value determined pursuant to Paragraph 7.03-B above of the following:

1. The portion of the Work permanently installed and in place;
2. Plus, the value of materials delivered on the ground or in storage as approved by City pursuant to Paragraph 7.03-D, above,
3. Less, the aggregate of previous payments, and
4. Less, any other withholdings authorized by the Contract Documents.

C. Rejection by City

Any Application for Payment determined not to be undisputed, proper and suitable for payment shall be returned to Contractor as soon as practicable, but not later than seven (7) Days, after receipt by City accompanied by an written explanation of the reasons why the payment request was rejected. Failure by City or Director to either timely reject an Application for Payment or specify any grounds for rejection shall not constitute a waiver of any rights by City. Applications for Payment that are rejected shall be corrected and resubmitted within seven (7) Days after receipt by Contractor.

D. Interest

If City fails to make a progress payment to Contractor as required by Paragraph 7.04-B, above, City shall pay interest to Contractor equivalent to the legal rate set forth in subdivision (a) of California Code of Civil Procedure Section 685.010. The number of Days available to City to make payment pursuant to Paragraph 7.04-B, above without incurring interest pursuant to this Paragraph shall be reduced by the number of Days by which City exceeds the seven (7) Day return requirement applicable to City as set forth in Paragraph 7.04-C, above.

7.05 FINAL PAYMENT

A. Retention

- B. 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. Conditions to Final Payment

Contractor shall submit its Application for Final Payment, using such forms as required by Director, prior to requesting a final inspection of the Work in accordance with Paragraph 3.06 above. Such

Application for Final Payment shall be accompanied by all the following:

1. An affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Project for which City or City's property or funds might be liable have been paid or otherwise satisfied;
2. Contractor's certification as required by Paragraph 7.03-C, above;
3. Consent of surety, if any, to Final Payment;
4. A certificate evidencing that the insurance required by the Contract Documents is in force;
5. Conditional Waiver and Release Upon Final Payment in the form required by California Civil Code Section 8136 executed by Contractor, all Subcontractors of every tier and by all material suppliers of each, covering the final payment period;
6. Unconditional Waiver and Release Upon Progress Payment in the form required by California Civil Code Section 8136 executed by Contractor, all Subcontractors of every tier and by all material suppliers of each, covering the previous payment period;
7. All Record Documents (including, without limitation, complete and accurate As-Built drawings which shall be kept up to date during the performance of the Work);
8. Documentation that Contractor has inspected, tested, and adjusted performance of every system or facility of the Work to ensure that overall performance is in compliance with the terms of the Contract Documents;
9. Four (4) copies of all warranties from vendors and Subcontractors, operation and maintenance manuals, instructions and related agreements, and equipment certifications and similar documents;
10. Certifications by Contractor and each Subcontractor as required by applicable collective bargaining agreements that all employee benefit contributions due and owing pursuant to any applicable collective bargaining agreement have been paid in full;
11. Releases of rights and claims relating to patents and trademarks, as required by the Contract Documents; and
12. Any other documents or information required by the Contract Documents as a condition of Final Payment or Final Completion.

C. Final Payment

Pursuant to the Public Contract Code Section 7107, within sixty (60) Days after City issues the Notice of Completion to Contractor, the Final Payment, including Retention, shall be released to Contractor, subject to the City's right to withhold 150% of any disputed amounts.

D. Disputed Amounts

Pursuant to California Public Contract Code 7107, City may deduct and withhold from the Final Payment due under Paragraph 7.05-C, above, an amount up to 150% of any disputed amounts, including, without limitation, amounts to protect City against any loss caused or threatened as a result

of Contractor's failing to fully perform all of those obligations that are required to be fulfilled by Contractor as a condition to Final Completion and Final Payment. Alternatively, City may elect, in its sole discretion, to accept the Work without correction or completion and adjust the Contract Sum pursuant to the Contract Documents.

E. Acceptance of Final Payment

Acceptance of Final Payment by Contractor shall constitute a waiver of all rights by Contractor against City for recovery of any loss, excepting only those Claims that have been submitted by Contractor in the manner required by the Contract Documents prior to or at the time of the Final Payment.

7.06 MISCELLANEOUS

A. Joint Payment

City shall have the right, if deemed necessary in its sole discretion, to issue joint checks made payable to Contractor and any Subcontractor(s) of any Tier. The joint check payees shall be solely responsible for the allocation and disbursement of funds included as part of any such joint payment. Endorsement on such check by a payee shall be conclusively presumed to constitute receipt of payment by such payee. In no event shall any joint check payment be construed to create any contract between City and a Subcontractor of any Tier, any obligation from City to such Subcontractor or any third party rights against City or Director.

B. Withholding/Duty to Proceed

The payment, withholding or retention of all or any portion of any payment claimed to be due and owing to Contractor shall not operate in any way to relieve Contractor from its obligations under the Contract Documents. Contractor shall continue diligently to prosecute the Work without reference to the payment, withholding or retention of any payment. The partial payment, withholding or retention by City in good faith of any disputed portion of a payment, whether ultimately determined to be correctly or incorrectly asserted, shall not constitute a breach by City of the Construction Contract and shall not be grounds for an adjustment of the Contract Sum or Contract Time.

C. No Acceptance

No payment by City or partial or entire use of the Work by City shall be construed as approval or acceptance of the Work, or any portion thereof.

D. Contractor Payment Warranty

Submission of an Application for Payment shall constitute a representation and warranty by Contractor that:

1. Title to Work covered by an Application for Payment will pass to City either by incorporation into the construction or upon receipt of payment by Contractor, whichever occurs first; and
2. Work covered by previous Applications for Payment are free and clear of liens, stop notices, claims, security interests or encumbrances imposed by the Contractor or any other person.

E. Corrections

No inaccuracy or error in any Application for Payment provided by Contractor shall operate to release Contractor from the error, or from losses arising from the Work, or from any obligation imposed by the Contract Documents. City retains the right to subsequently correct any error made in any previously approved Application for Payment, or progress payment issued, by adjustments to subsequent payments.

7.07 PAYMENTS BY CONTRACTOR

Contractor shall not include in its Applications for Payment sums on account of any Subcontractor's portion of the Work that it does not intend to pay to such Subcontractor. Upon receipt of payment from City, Contractor shall pay the Subcontractor performing Work on the Project, out of the amount paid to Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled in accordance with the terms of its contract with Contractor and applicable laws, including, without limitation, California Public Contract Code Section 7107. Contractor shall remain responsible notwithstanding a withholding by City pursuant to the terms of these Contract Documents, to promptly satisfy from its own funds sums due to all Subcontractors who have performed Work that is included in Contractor's Application for Payment. Contractor shall, by appropriate agreement, require each Subcontractor to make payments to its subcontractors and material suppliers in similar manner. City shall have no obligation to pay or be responsible in any way for payment to a Subcontractor of any tier or material supplier.

7.08 PAYMENTS WITHHELD

A. Withholding by City

In addition to any other amounts which City may have the right to retain under the Contract Documents, City may withhold a sufficient amount of any payment otherwise due to Contractor as City, in its sole discretion, may deem necessary to cover actual or threatened loss due to any of the following:

1. Third Party Claims. Third-party claims or stop notices filed or reasonable evidence indicating probable filing of such claims or stop notices. City shall promptly inform Contractor of any third party claims related to this Contract;
2. Defective Work. Defective Work not remedied;
3. Nonpayment. Failure of Contractor to make proper payments to its Subcontractors for services, labor, materials or equipment;
4. Inability to Complete. Reasonable doubt that the Work can be completed for the then unpaid balance of the Contract Sum or within the Contract Time;
5. Violation of Applicable Laws. Failure of Contractor or its Subcontractors to comply with applicable laws or lawful orders of governmental authorities;
6. Penalty. Any claim or penalty asserted against City by virtue of Contractor's failure to comply with applicable laws or lawful orders of governmental authorities (including, without limitation labor laws);

7. Failure to Meet Contract Time. Any damages which may accrue as a result of Contractor failing to meet the Construction Schedule or failing to perform within the Contract Time;
8. Setoff. Any reason specified elsewhere in the Contract Documents as grounds for a withholding offset or set off or that would legally entitle City to a set-off or recoupment;
9. Consultant Services. Additional professional, consultant or inspection services required due to Contractor's failure to comply with the Contract Documents;
10. Liquidated Damages. Liquidated damages assessed against Contractor;
11. Materials. Materials ordered by City pursuant to the Contract Documents;
12. Damages. Loss caused by Contractor or Subcontractor to City, Separate Contractors or any other person or entity under contract to City;
13. Clean Up. Clean up performed by City and chargeable to Contractor pursuant to the Contract Documents;
14. Employee Benefits. Failure of Contractor to pay contributions due and owing to employee benefits funds pursuant to any applicable collective bargaining agreement or trust agreement;
15. Required Documents. Failure of Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, Construction Schedule updates, 'look ahead' schedules, Submittals, Schedules of Values, information on Subcontractors, Change Orders, certifications and other required reports or documentation; and
16. Other Breach. A breach of any obligation or provision of the Contract Documents.

B. Release of Withholding

If and when City determines, in its sole discretion, that the above grounds for withholding have been removed and that all losses incurred or threatened have been paid, credited or otherwise satisfied, then payment shall be made for amounts withheld because of them.

C. Application of Withholding

City may apply sums withheld pursuant to Paragraph 7.08-A above, in payment of any loss or threatened loss as City determines, in its sole discretion, to be appropriate. Such payments may be made without a prior judicial determination of City's actual rights with respect to such loss. Contractor agrees and hereby designates City as its agent for such purposes, and agrees that such payments shall be considered as payments made under Construction Contract by City to Contractor. City shall not be liable to Contractor for such payments made in good faith. City shall submit to Contractor an accounting of such funds disbursed on behalf of Contractor. As an alternative to such payment, City may, in its sole discretion, elect to exercise its right to adjust the Contract Sum as provided in the Contract Documents.

D. Continuous Performance

Provided City pays the undisputed portion, if any, of funds withheld in good faith, Contractor shall maintain continuous and uninterrupted performance of the Work during the pendency of any disputes or disagreements with City.

7.09 SUBSTITUTION OF SECURITIES

A. Public Contract Code

Pursuant to the requirements of California Public Contract Code Section 22300, upon Contractor's request, City will make payment to Contractor of any funds withheld from payments to ensure performance under the Contract Documents if Contractor deposits with City, or in escrow with a California or federally chartered bank in California acceptable to City ("Escrow Agent"), securities eligible for the investment of State Funds under Government Code Section 16430, or bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City, upon the following conditions:

1. Contractor shall be the beneficial owner or any securities substituted for monies withheld for the purpose of receiving any interest thereon.
2. All expenses relating to the substitution of securities under Public Contract Code Section 22300 and under this Paragraph 7.04, including, but not limited to City's overhead and administrative expenses, and expenses of Escrow Agent shall be the responsibility of Contractor.
3. Securities or certificates of deposit substituted for monies withheld shall be of a value of at least equivalent to the amounts of retention to be paid to Contractor pursuant to the Contract Documents.
4. If Contractor chooses to deposit securities in lieu of monies withheld with an Escrow Agent, Contractor, City and Escrow Agent shall, as a prerequisite to such deposit, enter into an escrow agreement, using the City's form, "Escrow Agreement for Deposit of Securities in Lieu of Retention."
5. Contractor shall obtain the written consent of Surety to such agreement.
6. Securities, if any, shall be returned to Contractor only upon satisfactory Final Completion of the Work.

B. Substitute Security

To minimize the expense caused by such substitution of securities, Contractor shall, prior to or at the time Contractor requests to substitute security, deposit sufficient security to cover the entire amount to be withheld. Should the current market value of such substituted security fall below the amount for which it was substituted, or any other amounts which the City withholds pursuant to the Contract Documents, Contractor shall immediately and at Contractor's expense and at no cost to City deposit additional security qualifying under Public Contract Code Section 22300 until the current market value of the total security deposited is no less than the amount subject to withholding under the Contract Documents. Securities shall be valued as often as conditions of the securities market warrant, but in no case less frequently than once per month.

C. Deposit of Retentions

Alternatively, subject to the conditions set forth in Paragraph 7.04-A above, upon request of Contractor, City shall make payment of retentions directly to Escrow Agent at the expense of Contractor, provided that Contractor, City and Escrow Agent shall, as a prerequisite such payment, enter into an escrow agreement in the same form as prescribed in Part 4 of Paragraph A, above. At

the expense of Contractor and at no cost to City, Contractor may direct the investment of the payments into securities and interest bearing accounts, and Contractor shall receive the interest earned on the investments. Escrow Agent shall hold such direct payments by City under the same terms provided herein for securities deposited by Contractor. Upon satisfactory Final Completion of the Work, Contractor shall receive from Escrow Agent all securities, interest and payments received by Escrow Agent from City, less escrow fees and charges of the Escrow Account, according to the terms of Public Contract Code Section 22300 and the Contract Documents.

D. Time for Election of Substitution of Securities

Notwithstanding the provision of 7.04 A, B, and C above and California Public Contract Code Section 22300, the failure of Contractor to request the Substitution of eligible securities for monies to be withheld by City within ten (10) days of the award of Contract to Contractor shall be deemed to be a waiver of all such rights.

7.10 CLAIMS

A. Arising of Claim.

1. Scope Change. When Contractor has a claim for an increase in the Contract Sum or Contract Time due to a scope change which has not yet become final, a "claim" will be deemed to arise once the Director has issued a decision denying, in whole or in part, the Contractor's Change Order Request.
2. Other Claims. In the case of a Claim by Contractor that does not involve an adjustment to the Contract Sum or Contract Time due to a scope change and which has not become final, the Claim may be asserted if, and only if, Contractor gives written notice to City of intent to file the Claim within three (3) days of the date of discovery relative to such circumstances (even if Contractor has not yet been damaged or delayed). Such written notice of intent to file a Claim shall be valid if, and only if, it identifies the event or condition giving rise to the Claim, states its probable effect, if any with respect to Contractor's entitlement to an adjustment of the Contract Sum or Contract Time and complies with the requirements of Paragraph 7.11-B, below. For purposes of this Paragraph 7.11, a Claim for which such written notice is required and has been given by Contractor shall be deemed to arise on the date that such written notice is received by City.

B. Content of Claim

A Claim by Contractor must include all of the following:

1. A statement that it is a Claim and a request for a decision on the Claim;

2. A detailed description of the act, error, omission, unforeseen condition, event or other circumstance giving rise to the Claim.
3. If the Claim involves an adjustment to the Contract Sum or Contract Time due to a change in scope, a statement demonstrating that all requisite notices were provided, including, without limitation, timely written notice and a Change Order Request as required by Article 6 of these General Conditions and timely notice of delay and request for extension of time in accordance with Article 3. If the Claim does not involve an adjustment to the Contract Sum or Contract Time due to a change in scope, a statement demonstrating that a notice of intent to file the Claim was timely submitted as required by Paragraph 7.10-A.2, above;
4. A detailed justification for any remedy or relief sought by the Claim including without limitation, a detailed cost breakdown in the form required for submittal of Change Order Requests and actual job cost records demonstrating that the costs have been incurred;
5. If the Claim involves a request for adjustment of the Contract Time, written documentation demonstrating that Contractor has complied with the requirements of the Contract Documents and written substantiation (including, without limitation, a Time Impact Analysis) demonstrating that Contractor is entitled to an extension of time under the Contract Documents; and
6. A written certification signed by a managing officer of Contractor's organization, who has the authority to sign contracts and purchase orders on behalf of Contractor and who has personally investigated and confirmed the truth and accuracy of the matters set forth in such certification, in the following form:

"I hereby certify under penalty of perjury that I am a managing officer of (Contractor's name) and that I have reviewed the Claim presented herewith on Contractor's behalf and/or on behalf of (Subcontractor's name) and that, to the best of my knowledge after conducting a diligent inquiry into the facts of the Claim, the following statements are true and correct:

The facts alleged in or that form the basis for the Claim are, to the best of my knowledge following diligent inquiry, true and accurate; and,

- (a) I do not know of any facts or circumstances, not alleged in the Claim, that by reason of their not being alleged render any fact or statement alleged in the Claim materially misleading; and,
- (b) I have, with respect to any request for money or damages alleged in or that forms the basis for the Claim, reviewed the job cost records (including those maintained by Contractor and by any Subcontractor, of any tier, that is asserting all or any portion of the Claim) and confirmed with reasonable certainty that the losses or damages suffered by Contractor and/or such Subcontractor were in fact suffered in the amounts and for the reasons alleged in the Claim; and,
- (c) I have, with respect to any request for extension of time or claim of delay, disruption, hindrance or interference alleged in or that forms the basis for the Claim, reviewed the job schedules (including those maintained by Contractor and the Subcontractor, of any tier, that is asserting all or any portion of the Claim) and confirmed on an event-by-event basis that the delays or disruption suffered by Contractor and/or such Subcontractor were in fact experienced for the durations, in the manner, and with the consequent effects on the time and/or sequence of

performance of the Work, as alleged in the Claim; and,

- (d) I have not received payment from City for, nor has Contractor previously released City from, any portion of the Claim."

Signature: _____ Date: _____

Name: _____

Title: _____

Company _____

C. Noncompliance

Failure to submit any of the information, documentation or certifications required by Paragraph 7.10-B, above, shall result in the Claim being returned to Contractor without any decision.

D. Submission of Claims

1. Director. Claims shall be first submitted to the City for decision by the Director.
2. Continuous Work. Notwithstanding the making of any Claim or the existence of any dispute regarding any Claim, unless otherwise directed by City, Contractor shall not delay, slow or stop performance of the Work, but shall diligently proceed with performance in accordance with the Contract Documents and City will continue, to make undisputed payments as by the Contract Documents.
3. Time for Filing. All Claims and supporting documentation and certifications must be filed within thirty (30) days after the Claim arises. No Claims shall be filed after Final Payment.
4. Conditions Precedent. No Claim may be asserted unless Contractor has strictly complied with the requirements of this Paragraph 7.10-D, which shall be considered conditions precedent to Contractor's right to assert the Claim and to initiate the Dispute Resolution Process with respect to such Claim.

E. Response to Claims, Meet and Confer

1. Claims less than \$50,000. Claims less than \$50,000 shall be responded to by City in writing within forty-five (45) days of receipt of the Claim, unless City requests additional information or documentation of the Claim within thirty (30) days of receipt of the Claim, in which case City shall respond to the Claim within fifteen (15) days after receipt of the further information or documentation or within a period of time no greater than that taken by Contractor in producing the additional information or documentation, whichever is greater.
2. Claims \$50,000 or more. Claims \$50,000 or more shall be responded to by City in writing within (60) days of receipt of the Claim, unless City requests additional information or documentation of the Claim within thirty (30) days of receipt of the Claim, in which case City shall respond to the Claim within thirty (30) days after receipt of the further information or documentation or within a period of time no greater than that taken by Contractor in producing the additional information or documentation, whichever is greater.

3. Meet and Confer. If Contractor disputes City's response, or if City fails to respond within the prescribed time set forth in Paragraph 7.10-E.1 and 7.10-E.2, above, Contractor may so notify City, in writing, within fifteen (15) days of City's response, or within fifteen (15) days of City's response due date in the event of a failure to respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon such demand, City shall schedule a meet and confer conference within thirty (30) days of such demand, for discussion of settlement of the dispute.

F. Finality of Decision

If Contractor disputes the Director's decision under this Article, it shall commence the Dispute Resolution Process as set forth in Article 15 of these General Conditions by filing a Statement of Dispute within seven (7) days after receipt of the Director's response.

G. Continuing Contract Performance/Duty to Proceed with Disputed Work

Contractor shall not delay or postpone any Work pending resolution of any claims, disputes or disagreements. Pending final resolution of a claim, the Contractor shall proceed diligently with performance of the Contract and the City shall continue to make payments for undisputed Work in accordance with the Contract Documents. In the event of disputed Work, City shall have the right to unilaterally issue a Work Directive and Contractor shall continue performance pending resolution of the dispute and shall maintain the accounting and cost data to substantiate the cost of such disputed work.

[END OF ARTICLE]

ARTICLE 8 - MATERIALS AND EQUIPMENT

8.01 GENERAL

- A. The Contractor shall furnish all materials and equipment needed to complete the Work and installations required under the terms of this Contract, except those materials and equipment specified to be furnished by the City.
- B. The Contractor shall submit satisfactory evidence that the materials and equipment to be furnished and used in the work are in compliance with the Specifications. Materials and equipment incorporated in the Work and not specifically covered in the Specifications shall be the best of their kind. Unless otherwise specified, all materials and equipment incorporated in the Work under the Contract shall be new.

8.02 QUALITY AND WORKMANSHIP

All material and equipment furnished by the Contractor shall be new, high grade, and free from defects and imperfections, unless otherwise hereinafter specified. Workmanship shall be in accordance with the best standard practices. All materials and equipment must be of the specified quality and equal to approved samples, if samples have been required. All Work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from the Specifications or Drawings, and it shall be the duty of the Contractor to call attention to apparent errors or omissions and request instructions before proceeding with the Work. The Director may, by appropriate instructions, correct errors and supply omissions, which instructions shall be binding upon the Contractor as though contained in the original Specifications or Drawings. All Work performed under the Specifications will be inspected by the Director as provided in Paragraph 8.04. All materials and equipment furnished and all Work done must be satisfactory to the Director. Work, material, or equipment not in accordance with the Specifications, in the opinion of the Director shall be made to conform thereto. Unsatisfactory materials and equipment will be rejected, and if so ordered by the Director, shall, at the Contractor's expense, be immediately removed from the vicinity of the Work.

8.03 TRADE NAMES AND "OR APPROVED EQUAL" PROVISION

Whenever in the Specifications or Drawings the name or brand of a manufactured article is used it is intended to indicate a measure of quality and utility or a standard. Except in those instances where the product is designated to match others in use on a particular improvement either completed or in the course of completion, the Contractor may substitute any other brand or manufacture of equal appearance, quality, and utility on approval of the Director, provided the use of such brand or manufacture involves no additional cost to the City.

8.04 APPROVAL OF MATERIALS

- A. The Contractor shall furnish without additional cost to the City such quantities of construction materials as may be required by the Director for test purposes. He/she shall place at the Director's disposal all available facilities for and cooperate with him in the sampling and testing of all materials and workmanship. The Contractor shall prepay all shipping charges on samples. No samples are to be submitted with the bids unless otherwise specified.
- B. Each sample submitted shall be labeled. A letter, in duplicate, submitting each shipment of samples shall be mailed to the Director by the Contractor. Both the label on the sample and the letter of transmittal shall indicate the material represented, its place of origin, the names of the producer and the Contractor, the Specifications number and title, and a reference to the applicable Drawings and Specifications paragraphs.

- C. Materials or equipment of which samples are required shall not be used on the Work until approval has been given by the Director in writing. Approval of any sample shall be only for the characteristics of the uses named in such approval and no other. No approval of a sample shall be taken in itself to change or modify any Contract requirement.
- D. Failure of any material to pass the specified tests, including life cycle maintenance data may be sufficient cause for refusal to consider under this Contract, any further sample of the same brand or make of that material.

8.05 ORDERING MATERIALS AND EQUIPMENT

One copy of each of the Contractor's purchase orders for materials and equipment forming a portion of the Work must be furnished to the Director, if requested. Each such purchase order shall contain a statement that the materials and equipment included in the order are subject to inspection by the City. Materials and equipment purchased locally will, at the City's discretion, be inspected at the point of manufacture or supply, and materials and equipment supplied from points outside the Los Angeles area will be inspected upon arrival at the job, except when other inspection requirements are provided for specific materials in other sections of the Contract Documents.

8.06 AUTHORITY OF THE DIRECTOR

- A. On all questions concerning the acceptability of materials or machinery, the classification of materials, the execution of the Work, and conflicting interests of Contractors performing related work, the decision of the Director shall be final and binding.
- B. The Director will make periodic observations of materials and completed work to observe their compliance with Drawings, Specifications, and design and planning concepts, but he/she is not responsible for the superintendence of construction processes, site conditions, operations, equipment, personnel, or the maintenance of a safe place to work or any safety in, on, or about the site of work.

8.07 INSPECTION

All materials furnished and work done under this Contract will be subject to rigid inspection. The Contractor shall furnish, without extra charge, the necessary test pieces and samples, including facilities and labor for obtaining them, as requested by the Director. The Director, or his/her authorized agent or agents, at all times shall have access to all parts of the shop and the works where such materials under his/her inspection is being manufactured or the work performed. Work or material that does not conform to the Specifications, although accepted through oversight, may be rejected at any stage of the Work. Whenever the Contractor is permitted or directed to do night work or to vary the period during which work is carried on each day, he/she shall give the Director due notice, so that inspection may be provided. Such work shall be done under regulations to be furnished in writing by the Director.

8.08 INFRINGEMENT OF PATENTS

The Contractor shall hold and save the City, its officers, agents, servants, and employees harmless from and against all and every demand or demands, of any nature or kind, for or on account of the use of any patented invention, process, equipment, article, or appliance employed in the execution of the Work or included in the materials or supplies agreed to be furnished under this Contract, and should the Contractor, his/her agents, servants, or employees, or any of them, be enjoined from furnishing or using any invention, process, equipment, article, materials, supplies or appliance supplied or required to be supplied or used under this Contract, the Contractor shall promptly substitute other inventions, processes, equipment, articles, materials, supplies, or

appliances in lieu thereof, of equal efficiency, quality, finish, suitability, and market value, and satisfactory in all respects to the Director. Or in the event that the Director elects, in lieu of such substitution, to have, supplied, and to retain and use, any such invention, process, equipment, article, materials, supplies, or appliances, as may by this Contract be required to be supplied and used, in that event the Contractor shall at his/her expense pay such royalties and secure such valid licenses as may be requisite and necessary to enable the City, its officers, agents, servants, and employees, or any of them, to use such invention, process, equipment, article, materials, supplies, or appliances without being disturbed or in way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse promptly to make the substitution hereinbefore required, or to pay such royalties and secure such licenses as may be necessary and requisite for the purpose aforesaid, then in that event the Director shall have the right to make such substitution, or the City may pay such royalties and secure such licenses and charge the cost thereof against any money due the Contractor from the City, or recover the amount thereof from him/her and his/her surety, notwithstanding final payment under this Contract may have been made.

[END OF ARTICLE]

ARTICLE 9 – SUBMITTALS

9.01 GENERAL

- A. The Contractor shall submit samples, drawings, and data for the Director's approval which demonstrate fully that the construction, and the materials and equipment to be furnished will comply with the provisions and intent of the Drawings and Specifications.
- B. Specific items to be covered by the submittals shall include, as a minimum, the following:
 - 1. For structures, submit all shop, setting, equipment, miscellaneous iron and reinforcement drawings and schedules necessary.
 - 2. For conduits, submit a detailed layout of the conduit with details of bends and fabricated specials and furnish any other details necessary. Show location of shop and field welds.
 - 3. For equipment which requires electrical service, submit detailed information to show power supply requirements, wiring diagrams, control and protection schematics, shop test data, operation and maintenance procedures, outline drawings, and manufacturer's recommendation of the interface/interlock among the equipment.
 - 4. For mechanical equipment submit all data pertinent to the installation and maintenance of the equipment including shop drawings, manufacturer's recommended installation procedure, detailed installation drawings, test data and curves, maintenance manuals, and other details necessary.
 - 5. Samples
 - 6. Colors
 - 7. Substitutions
 - 8. Manuals
 - 9. As-built drawings
 - 10. Safety plans required by Article 10

9.02 PRODUCT HANDLING

- A. Submittals shall be accompanied by a letter of transmittal and shall be in strict accordance with the provisions of this Article.
- B. Submit priority of processing when appropriate.

9.03 SCHEDULE OF SUBMITTALS

- A. The Contractor shall prepare and submit a schedule of submittals. The schedule of submittals shall be in the form of a submittal log. Refer to Paragraph 9.12.

9.04 SHOP DRAWINGS

- A. All shop drawings shall be produced to a scale sufficiently large to show all pertinent features of the item and its method of connection to the Work.
- B. All shop drawing prints shall be made in blue or black line on white background. Reproductions of City/Contract Drawings are not acceptable.
- C. The overall dimensions of each drawing submitted to the Director shall be equal to one of the City's standard sheet sizes as listed below. The title block shall be located in the lower right hand corner of each drawing and shall be clear of all line Work, dimensions, details, and notes.

Sheet Sizes
Height X Width
11" X 8 1/2"
11" X 17"
24" X 36"
30" X 42"

9.05 COLORS

Unless the precise color and pattern are specified elsewhere, submit accurate color charts and pattern charts to the Director for his/her review and selection whenever a choice of color or pattern is available in a specified product. Label each chart naming the source, the proposed location of use on the project, and the project.

9.06 MANUFACTURERS' LITERATURE

Where contents of submitted literature from manufacturers includes data not pertinent to the submittal, clearly show which portions of the contents are being submitted for review.

9.07 SUBSTITUTIONS

- A. The Contract is based on the materials, equipment, and methods described in the Contract Documents. Any Contractor proposed substitutions are subject to the Director's approval.

The Director will consider proposals for substitution of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data, and all other information, including life cycle maintenance data, required by the Director to evaluate the proposed substitution.
- B. Any requests for substitutions by the Contractor must be made within forty-five (45) calendar days from the Issuance Date on the Notice to Proceed. Otherwise, such requests will not be considered.
- C. Trade names and "or approved equal" provision as set forth in Paragraph 8.03.

9.08 MANUALS

- A. When manuals are required to be submitted covering items included in this Work, prepare and submit such manuals in approximately 8-1/2" X 11" format in durable plastic binders. In addition, manuals shall be submitted in electronic format. Manuals shall contain at least the following:
 - 1. Identification on, or readable through, the front cover stating general nature of the manual.

2. Neatly typewritten index near the front of the manual, furnishing immediate information as to location in the manual of all emergency data regarding the installation.
 3. Complete instructions regarding operation and maintenance of all equipment involved.
 4. Complete nomenclature of all replaceable parts, their part numbers, current cost, and name and address of nearest vendor of parts.
 5. Copy of all guarantees and warranties issued.
 6. Copy of drawings with all data concerning changes made during construction.
- B. Where contents of manuals include manufacturers' catalog pages, clearly indicate the precise items included in this installation and delete, or otherwise clearly indicate, all manufacturers' data with which this installation is not concerned.

9.09 AS-BUILT DRAWINGS

- A. When required to be submitted covering items included in this Work, the Contractor shall deliver to the City one complete set of final As-Built hard copy drawings together with a set of AutoCAD drawing files in electronic format showing completed building, "as-built" for City records before the Contract will be accepted by the City.
- B. The drawings shall be duplicates and at the same size and dimensional scale as the originals. They shall be on a polyester translucent base material with a minimum sheet thickness of .003 inch (.08mm).
- C. The legibility and contrast of each drawing submitted to the City shall be such that every line, number, letter, and character is clearly readable in a full size blow back from a 35 mm microfilm negative of the drawing.

9.10 SUBMITTALS QUANTITIES

- A. Submit seven (7) copies of all data and drawings unless specified otherwise.
- B. Submit all samples, unless specified otherwise, in the quantity to be returned, plus two, which will be retained by the Director.

9.11 IDENTIFICATION OF SUBMITTALS

Completely identify each submittal and re-submittal by showing at least the following information:

- A. Name and address of submitter, plus name and telephone number of the individual who may be contacted for further information.
- B. Name of project as it appears in the Contract Documents and Specification No.
- C. Drawing number and Specifications section number other than this section to which the submittal applies.
- D. Whether this is an original submittal or re-submittal.
- E. For samples, indicate the source of the sample.

9.12 SCHEDULE OF SUBMITTALS

- A. Submit initial schedule of submittals within five (5) Working Days after the Issuance Date on Notice to Proceed.
- B. Submit revised schedule of submittals within five (5) Working Days after date of request from the Director.
- C. The Director will review schedule of submittals and will notify Contractor that schedule is acceptable or not acceptable within five (5) Working Days after receipt.

9.13 COORDINATION OF SUBMITTALS

- A. Prior to submittal for the Director's review, use all means necessary to fully coordinate all material, including the following procedures:
 - 1. Determine and verify all field dimensions and conditions, materials, catalog numbers, and similar data.
 - 2. Coordinate as required with all trades and with all public agencies involved.
 - 3. Secure all necessary approvals from public agencies and others and signify by stamp, or other means, that they have been secured.
 - 4. Clearly indicate all deviations from the Specifications.
- B. Unless otherwise specifically permitted by the Director, make all submittals in groups containing all associated items; the Director may reject partial submittals as not complying with the provisions of the Specifications.

9.14 TIMING FOR SUBMITTALS

- A. Make all submittals far enough in advance of scheduled dates of installation to provide all required time for reviews, for securing necessary approvals, for possible revision and re-submittal, and for placing orders and securing delivery.
- B. In scheduling, allow at least 15 Working Days for the Director's review, plus the transit time to and from the City office.
- C. Manuals shall be submitted prior to performing functional tests.

9.15 APPROVAL BY CITY

- A. Up to three (3) copies of each submittal, except manuals, schedule of costs for progress payments, and as-built drawings will be returned to the Contractor marked "No Exceptions Taken," "Make Corrections Noted - Do Not Resubmit," or "Make Corrections Noted - Resubmit." Manuals, schedule of costs, and as-built drawings will be returned for re-submittal if incomplete or unacceptable.
- B. Submittals marked "Approved as Noted" need not be resubmitted, but the notes shall be followed.
- C. If submittal is returned for correction, it will be marked to indicate what is unsatisfactory.

- D. Resubmit revised drawings or data as indicated, in five (5) copies.
- E. Approval of each submittal by the Director will be general only and shall not be construed as:
 - 1. Permitting any departures from the Specifications requirements.
 - 2. Relieving the Contractor of the responsibility for any errors and omissions in details, dimensions, or of other nature that may exist.
 - 3. Approving departures from additional details or instructions previously furnished by the Director.

9.16 CHANGES TO APPROVED SUBMITTALS

- A. A re-submittal is required for any proposed change to an approved submittal. Changes which require re-submittal include, but are not necessarily limited to, drawing revisions, changes in materials and equipment, installation procedures and test data. All re-submittals shall include an explanation of the necessity for the change.
- B. Minor corrections to an approved submittal may be accomplished by submitting a "Corrected Copy".

[END OF ARTICLE]

ARTICLE 10 – SAFETY

10.01 PROTECTION OF PERSONS AND PROPERTY

- A. Contractor's Responsibility: Notwithstanding any other provision of the Contract Documents, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property, during performance of the Work. This requirement will apply continuously and will not be limited to normal working hours. Safety and sanitary provisions shall conform to all applicable Federal, State, County, and local laws, regulations, ordinances, standards, and codes. Where any of these are in conflict, the more stringent requirement shall be followed.
- B. Sanitary Facilities. The Contractor shall furnish and maintain sanitary facilities by the worksites for the entire construction period.
- C. Protection of the Public. The Contractor shall take such steps and precautions as his/her operations warrant to protect the public from danger, loss of life, loss of property or interruption of public services. Unforeseen conditions may arise which will require that immediate provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract. Whenever, in the opinion of the Director, a condition exists which the Contractor has not taken sufficient precaution of public safety, protection of utilities and/or protection of adjacent structures or property, the Director will order the Contractor to provide a remedy for the condition. If the Contractor fails to act on the situation within a reasonable time period as determined by the Director, or in the event of an emergency situation, the Director may provide suitable protection by causing such work to be done and material to be furnished as, in the opinion of the Director, may seem reasonable and necessary. The cost and expense of all repairs (including labor and materials) as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the City for emergency repairs will be deducted from the final payment due to the Contractor.

10.02 PROTECTION FROM HAZARDS

A. Trench Excavation

Excavation for any trench four (4) feet or more in depth shall not begin until the Contractor has received approval from the Director of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during such excavation. No such plan shall allow the use of shoring, sloping or protective system less effective than that required by the Construction Safety Orders of the Division of Occupational Safety and Health, and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil or Structural Director in the State of California.

B. Confined Spaces

Contractor shall comply with all of the provisions of General Industry Safety Orders of the California Code of Regulations. Entry of a confined space shall not be allowed until the Contractor has received approval from the Director of the Contractor's program for confined space entry. Confined space means a space that (1) Is large enough and so configured that an employee can bodily enter and perform assigned Work; and (2) Has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry); and (3) Is not designed for continuous employee occupancy. Failure to submit a confined space entry program

may result in actions as provided in Article 5: "Suspension or Termination of Contract."

C. Material Safety Data Sheet

Contractor shall comply with all of the provisions of General Industry Safety Orders of the California Administrative Code. The Contractor shall submit to the Director a Material Safety Data Sheet (MSDS) for each hazardous substance proposed to be used, ten (10) days prior to the delivery of such materials to the job site or use of such materials at a manufacturing plant where the Director is to perform an inspection. For materials which are to be tested in City laboratories, the MSDS shall be submitted with the sample(s). Hazardous substance is defined as any substance included in the list (Director's List) of hazardous substances prepared by the Director, California Department of Industrial Relations, pursuant to Labor Code Section 6382. Failure to submit an MSDS for any hazardous substance may result in actions as provided in Article 5, "Suspension or Termination of Contract".

10.03 DIFFERING SITE CONDITIONS

- A. Differing Site Conditions Defined. The Contractor shall promptly, and before such conditions are disturbed, notify the Director in writing of any Differing Site Conditions. Differing Site Conditions are those conditions, located at the project site or in existing improvements and not otherwise ascertainable by Contractor through the exercise of due diligence in the performance of its inspection obligations in the Contract Documents, encountered by Contractor in digging trenches or other excavations(s) that extend deeper than four feet below the surface of the ground that constitute:
1. Material that the Contractor believes may be material that is hazardous waste as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 2. Subsurface or latent physical conditions at the site differing materially from those indicated in these Contract Documents.
 3. Unknown physical conditions at the site, of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in these Contract Documents.
- B. Notice by Contractor. If the Contractor encounters conditions it believes constitute Differing Site Conditions, then notice of such conditions shall, before such conditions are disturbed, be promptly reported to the Director followed within twenty-four (24) hours by a further written notice stating a detailed description of the conditions encountered.
- C. The Director will promptly investigate the conditions and If he/she finds that such conditions do materially differ, or do involve hazardous waste, and do cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work under this Contract, an equitable adjustment will be made, as determined by the Director.
- D. Change Order Request. If Contractor intends to seek an adjustment to the Contract Sum or Contract Time based upon Differing Site Conditions, it must, within ten (10) Days after the Discovery Date relative to such conditions, submit a Change Order Request setting forth a detailed cost breakdown and Time Impact Analysis, in the form required by Article 6 of these General Conditions, of the additional Allowable Costs and Excusable Delay resulting from such Differing Site Conditions.
- E. Failure to Comply. Failure by Contractor to strictly comply with the requirements of this Paragraph

10.03 concerning the timing and content of any notice of Differing Site Conditions or request for adjustment in Contract Sum or Contract Time based on Differing Site Conditions shall be deemed waiver of any right by the Contractor for an adjustment in the Contract Sum or Contract Time by reason of such conditions.

- F. Final Completion. No claim by the Contractor for additional compensation for Differing Site Conditions shall be allowed if asserted after Final Payment.
- G. In the event of disagreement between the Contractor and the Director whether the conditions do materially differ or whether a hazardous waste is involved or whether the conditions cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any completion date required by the Contract, but shall proceed with all Work to be performed under the Contract Documents.
- H. The Contractor shall retain all rights provided by, and shall be subject to all requirements of, this Contract which pertain to the resolution of disputes and protests.
- I. Contractor Responsibility. Except as otherwise provided in this Paragraph 10.03 for Differing Site Conditions, Contractor agrees to solely bear the risk of additional cost and Delay due to concealed or unknown conditions, surface or subsurface, at the Site or in Existing Improvements, without adjustment to the Contract Sum or Contract Time.

10.04 TRAFFIC REGULATION

- A. During the performance of the Work the Contractor shall erect and maintain necessary temporary fences, bridges, railings, lights, signals, barriers, or other safeguards as shall be appropriate under the circumstance in his/her judgment for the prevention of accidents; and he/she shall take other precautions as necessary for public safety including, but not limited to, traffic control. Traffic control shall be conducted in accordance with the latest edition of the Work Area Traffic Control ("WATCH") handbook, published by BNi Books, and as directed and approved by the City Traffic and Transportation Administrator.
- B. Contractor shall submit at least ten (10) Working Days prior to Work a detailed traffic control plan, that is approved by all agencies having jurisdiction and that conforms to all requirements of the Specifications.
- C. No changes or deviations from the approved detailed traffic control plan shall be made, except temporary changes in emergency situations, without prior approval of the City Traffic and Transportation Administrator and all agencies having jurisdiction.

Contractor shall immediately notify the Director, the City Traffic and Transportation Administrator and the agencies having jurisdiction of occurrences that necessitate modification of the approved traffic control plan.
- D. Contractor's failure to comply with this provision may result in actions as provided in Article 5: "Suspension or Termination of Contract" of these General Conditions.

10.05 TRAFFIC CONTROL DEVICES

- A. Traffic signs, flashing lights, barricades and other traffic safety devices used to control traffic shall

conform to the requirements of the WATCH handbook or the manual of traffic control, whichever is more stringent, and as approved by the City Traffic and Transportation Administrator.

1. Portable signals shall not be used unless permission is given in writing by the agency having jurisdiction.
 2. Warning signs used for nighttime conditions shall be reflectorized or illuminated. "Reflectorized signs" shall have a reflectorized background and shall conform to the current State of California Department of Transportation specification for reflective sheeting on highway signs.
- B. If the Contractor fails to provide and install any of the signs or traffic control devices required hereby or ordered by the City staff, staff may cause such signs or traffic control devices to be placed by others, charge the costs therefore against the Contractor, and deduct the same from the next progress payment.

10.06 EXECUTION

- A. The Contractor shall provide written notification to the Police Department, Traffic Bureau (323) 587-5171, at least two (2) weeks prior to the beginning of construction at any particular location. Notification will include the specific location, project dates, what lanes of the roadway will be closed and when. Also the construction project manager's name and business phone number and the construction inspector's name and business phone number.
- B. The Contractor shall notify, by telephone, the Police Department, (323) 587-5171 at the completion of any posting of temporary no parking signs. Notification will include the times, dates and locations of the posting. When vehicles must be towed for violation of temporary no parking signs, the person who actually posted the signs, or on-view supervisor of that posting, will be present to answer pertinent questions that may be asked by the parking enforcement officer or police officer towing the vehicles.
- C. The Contractor shall notify the Fire Department, on a daily basis during the entire period that construction is in progress whenever roadways are reduced in width or blocked. Notification shall be made to the Fire Dispatch (323) 881-6183 and the Contractor shall provide the information required to identify which roadways would have accessibility problems due to his/her operations. The Contractor shall submit to Fire Department schedule of Work for their use and files.
- D. Roads subject to interference from the Work covered by this Contract shall be kept open, and the fences subject to interference shall be kept up by the Contractor until the Work is finished. Except where public roads have been approved for closure, traffic shall be permitted to pass through designated traffic lanes with as little inconvenience and delay as possible.
- E. Where alternating one-way traffic has been authorized, the maximum time that traffic will be delayed shall be posted at each end of the one-way traffic section. The maximum delay time shall be approved by the agency having jurisdiction.
- F. Contractor shall install temporary traffic markings where required to direct the flow of traffic and shall maintain the traffic markings for the duration of need. Contractor shall remove the markings by abrasive blasting when no longer required.
- G. Convenient access to driveways and buildings in the vicinity of Work shall be maintained as much as

possible. Temporary approaches to, and crossing of, intersecting traffic lanes shall be provided and kept in good condition.

- H. When leaving a Work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

10.07 FLAGGING

- A. Contractor shall provide flaggers to control traffic where required by the approved traffic control plan.

1. Flaggers shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flaggers" of the California Department of Transportation.
2. Flaggers shall be employed full time on traffic control and shall have no other duties.

10.08 PEDESTRIAN CANOPIES OR BARRICADE IMPROVEMENTS

Refer to City of Vernon for requirements for building or access road safety improvements that the Contractor shall construct during construction period. These devices or improvements, as the City deems necessary or prudent, shall be at the expense of the Contractor.

[END OF ARTICLE]

ARTICLE 11 - INDEMNITY

11.01 INDEMNITY

To the maximum extent permitted by law, the Contractor shall fully indemnify, hold harmless, protect, and defend the City, its officers, employees, agents, representatives and their successors and assigns ("Indemnitees") from and against any and all demands, liability, loss, suit, claim, action, cause of action, damage, cost, judgment, settlement, decree, arbitration award, stop notice, penalty, loss of revenue, and expense (including any fees of accountants, attorneys, experts or other professionals, and costs of investigation, mediation, arbitration, litigation and appeal), in law or in equity, of every kind and nature whatsoever, arising out of or in connection with, resulting from or related to, or claimed to be arising out of the Work performed by Contractor, or any of its officers, agents, employees, Subcontractors, Sub-Subcontractors, design consultants or any person for whose acts any of them may be liable, regardless of whether such claim, suit or demand is caused, or alleged to be caused, in part, by an Indemnitee, including but not limited to:

- A. Bodily injury, emotional injury, sickness or disease, or death to any persons;
- B. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or City arising out of Contractor's Work, for which the Contractor is responsible;
- C. Stop notices and claims for labor performed or materials used or furnished to be used in the Work, including all incidental or consequential damages resulting to City from such stop notices and claims;
- D. Failure of Contractor or its Subcontractors to comply with the provisions for insurance;
- E. Failure to comply with any Governmental Approval or similar authorization or order;
- F. Misrepresentation, misstatement, or omission with respect to any statement made in or any document furnished by the Contractor in connection therewith;
- G. Breach of any duty, obligation, or requirement under the Contract Documents;
- H. Failure to provide notice to any Party as required under the Contract Documents;
- I. Failure to protect the property of any utility provider or adjacent property owner; or
- J. Failure to make payment of all employee benefits.

This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees, except that, to the limited extent mandated by California Civil Code Section 2782, the Contractor shall not be responsible for liabilities which arise from the sole negligence or willful misconduct of Indemnitees or arise from the active negligence of City.

11.02 ENFORCEMENT

Contractor's obligations under this Article extend to claims occurring after termination of the Contractor's performance of the Contract or Final Payment to Contractor. The obligations apply regardless of any actual or alleged negligent act or omission of Indemnitees. Contractor, however, shall not be obligated under this Agreement to indemnify an Indemnitee for claims arising from the sole active negligence or willful misconduct of the Indemnitee or independent contractors who are directly responsible to Indemnitees. Contractor's obligations under this Article are in addition to any other rights or remedies which the Indemnitees may have under the law

or under the Contract Documents. In the event of any claim, suit or demand made against any Indemnitees, the City may in its sole discretion reserve, retain or apply any monies due to the Contractor under the Contract for the purpose of resolving such claims; provided, however, that the City may release such funds if the Contractor provides the City with reasonable assurance of protection of the City's interests. The City shall in its sole discretion determine whether such assurances are reasonable.

11.03 NO LIMITATIONS

Contractor's indemnification and defense obligations set forth in this Article are separate and independent from the insurance provisions set forth in Article 12 herein; and do not limit, in any way, the applicability, scope, or obligations set forth in those insurance provisions. In claims, suits, or demands against any Indemnatee by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the Contractor's indemnification and defense obligations shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts, or other employee benefits acts.

[END OF ARTICLE]

ARTICLE 12 – INSURANCE

12.01 CONDITION TO COMMENCEMENT

Contractor shall not commence Work under this Contract until Contractor has obtained all insurance required hereunder from a company or companies acceptable to City, nor shall the Contractor allow any Subcontractor to commence Work on a subcontract until all insurance required of said Subcontractor has been obtained. Proof of insurance including insurance certificates and endorsements as set forth in Exhibit 4 must be submitted by the Contractor prior to the City's execution of the Contract.

12.02 MINIMUM COVERAGE AND LIMITS

Contractor shall maintain the insurance coverage as set forth in Exhibit 4 throughout the term of the Contract.

12.03 CONDITIONS REGARDING INSURANCE COVERAGE AND LIMITS

City and Contractor agree as follows:

- A. All insurance coverage and limits provided pursuant to the Contract Documents shall apply to the full extent of the policies involved, available or applicable. Nothing contained in the Contract Documents or any other agreement relating to City or its operations limits the application of such insurance coverage.
- B. None of the policies required by this Contract shall be in compliance with these requirements if they include any limiting endorsement that has not been first submitted to City and approved in writing by the City's Risk Manager.

12.04 INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION

This Agreement's insurance provisions:

- A. Are separate and independent from the indemnification and defense provisions in Article 12 of the Agreement; and
- B. Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12 of the Agreement.

[END OF ARTICLE]

ARTICLE 13 – BONDS

13.01 REQUIRED BONDS

A. Contractor shall furnish the following bonds:

1. A Performance Bond in an amount equal to one hundred percent (100%) of the total Contract price in the form shown in Exhibit "1" attached hereto.
2. A Payment Bond (Labor and Material) in an amount equal to one hundred percent (100%) of the total Contract price in the form shown in Exhibit "2" attached hereto.
3. A Maintenance Bond in an amount equal to ten percent (10%) of the total Contract price in the form shown in Exhibit "3" attached hereto.

13.02 POWER OF ATTORNEY

All bonds shall be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. If the bonds are executed outside the State of California, all copies of the bonds must be countersigned by a California representative of the surety. The signature of the person executing the bond on behalf of Surety shall be acknowledged by a Notary Public as the signature of the person designated in the power of attorney.

13.03 APPROVED SURETY

All bonds must be issued by a California admitted surety insurer with the minimum A.M Best Company Financial strength rating of "A: VII", or better. Bonds issued by a California admitted surety not listed on Treasury Circular 570 will be deemed accepted unless specifically rejected by the City. Bonds issued from admitted surety insurers not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660. All such bonds must be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. If the bonds are executed outside the State of California, all copies of the bonds must be countersigned by a California representative of the surety. The signature of the person executing the bond on behalf of Surety must be acknowledged by a Notary Public as the signature of the person designated in the power of attorney.

13.04 REQUIRED PROVISIONS

Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents.

13.05 NEW OR ADDITIONAL SURETIES

If, during the continuance of the Contract, any of the sureties, in the opinion of the City, are or become non-responsible or otherwise unacceptable to City, City may require other new or additional sureties, which the Contractor shall furnish to the satisfaction of City within ten (10) days after notice, and in default thereof the Contract may be suspended and the materials may be purchased or the Work completed as provided in Article 5 herein.

13.06 WAIVER OF MODIFICATIONS AND ALTERATIONS

No modifications or alterations made in the Work to be performed under the Contract or the time of performance shall operate to release any surety from liability on any bond or bonds required to be given herein. Notice of such events shall be waived by the surety.

13.07 APPROVAL OF BONDS

The Contract will not be executed by City nor the Notice to Proceed issued until the required bonds have been received and approved by City. City's decision as to the acceptability of all sureties and bonds is final. No substitution of the form of the documents will be permitted without the prior written consent of City.

[END OF ARTICLE]

ARTICLE 14 - LABOR PROVISIONS

14.01 WORKING HOURS

- A. Work or activity of any kind shall be limited to the hours from 7:00 a.m. to 7:00 p.m. No construction noise shall be permitted between the hours of 7:00 p.m. and 7:00 a.m. of the next day.
- B. Work in excess of eight (8) hours per day, on Saturdays, Sundays, or on City holidays requires prior consent of the Director and is subject to Cost of Overtime Construction Inspection.
- C. Night, Sunday and Holiday Work. No Work shall be performed at night, Sunday, or the ten (10) legal holidays to wit: New Year's Day, Martin Luther King, Jr. Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Indigenous People's Day, Veteran's Day, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve, except Work pertaining to the public safety or with the permission of the Director, and accordance with such regulations as he/she shall furnish in writing. Before performing any Work at said times, except Work pertaining to the public safety, the Contractor shall give written notice to the Director so that proper inspection may be provided. "Night" as used in this paragraph shall be deemed to include the hours from 7:00 P.M. to 7:00 A.M. of the next succeeding day.

14.02 COST OF OVERTIME CONSTRUCTION SERVICES AND INSPECTIONS

- A. Overtime construction Work performed at the option of, or for the convenience of, the Contractor will be inspected by the City at the expense of the Contractor. For any such overtime beyond the regular 8-hour day and for any time worked on Saturday, Sunday, or holidays the charges will be determined by the City, and submitted to the Contractor for payment.
- B. Equipment, materials, or services provided by the City, in connection with Contractor-initiated overtime construction Work described in Paragraph 14.02(A), will also be at the expense of the Contractor. The charges will be determined by the City, and submitted to the Contractor for payment.
- C. There will be no charges to the Contractor for the inspection of overtime Work ordered by the Director or required by the Contract Documents.

14.03 COMPLIANCE WITH STATE LABOR CODE

- A. Contractor shall comply with the provisions of the Labor Code of the State of California and any amendments thereof.
 - 1. The time of service of any worker employed upon the Work shall be limited and restricted to eight (8) hours during any one-calendar day, and 40 hours during any one-calendar week.
 - 2. Work performed by employees of the Contractor in excess of eight (8) hours per day, and 40 hours during any one calendar week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.
 - 3. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him/her in connection with the Work; the record shall be kept open at all reasonable hours to the inspection of the City and to the Division of Labor Standards Enforcement of the State of California.

4. In the event City deems Contractor is in violation of this Paragraph 14.03, the Contractor shall, as a penalty, forfeit Fifty Dollars (\$50.00) for each worker employed in the execution of the Contract by the Contractor or by any Subcontractor for each calendar day for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. For each subsequent violation, a (one hundred dollar) \$100 penalty shall apply for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to cover underpaid wages. This subparagraph is effective to the extent it does not directly conflict with the overtime penalty provision of California Labor Code Section 558. In the event of such conflict, the California Labor Code governs over this Paragraph 14.03(A)(4).

14.04 WAGE RATES

A. Prevailing Wages

1. Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime Work in the locality in which the Work is to be performed, for each craft, classification, or type of worker needed to execute the Contract. The Director of the Department of Industrial Relations of the State of California (pursuant to California Labor Code) and the United States Secretary of Labor (pursuant to the Davis-Bacon Act) have determined the general prevailing rates of wages in the locality in which the Work is to be performed. The rates are available online at www.dir.ca.gov/DLSR/PWD/. To the extent that there are any differences in the federal and state prevailing wage rates for similar classifications of labor, the Contractor and its Subcontractors shall pay the highest wage rate.
2. The Contractor shall post a copy of the general prevailing rate of per diem wages at the job site.
3. The Contractor and any Subcontractor under him/her shall pay not less than the specified prevailing rate of wages to all workers employed in the execution of the Contract.
4. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining Contract applicable to the particular craft, classification, or type of worker employed on the project.
5. The Contractor shall, as a penalty to the State or the City, forfeit not more than Fifty Dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the Work or craft in which the worker is employed under the Contract by the Contractor or by any Subcontractor under him. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.
6. The specified wage rates are minimum rates only and the City will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of payment by him/her of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at his/her own expense.

B. Payroll Records

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

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

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

14.05 APPRENTICESHIP STANDARDS

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

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

14.06 EMPLOYMENT OF APPRENTICES

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

14.07 REGISTRATION WITH THE STATE DEPARTMENT OF INDUSTRIAL RELATIONS

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

14.08 CHARACTER OF WORKERS

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

14.09 NO SMOKING – STATE LABOR CODE SECTION 6404.5

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

[END OF ARTICLE]

ARTICLE 15 - DISPUTE RESOLUTION

15.01 SUBMISSION OF CLAIMS

A. By Contractor

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

B. By City

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

C. Claims Defined

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

15.02 CLAIMS DISPUTE RESOLUTION PROCESS

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

A. Direct Negotiations

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

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

B. Deferral of Claims

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

C. Legal Proceedings

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

15.03 NO WAIVER

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

[END OF ARTICLE]

ARTICLE 16 - ACCOUNTING RECORDS

16.01 MAINTENANCE OF RECORDS

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

16.02 ACCESS TO RECORDS

Contractor shall allow, and shall include in its contracts with its Subcontractors provisions requiring its Subcontractors to allow, City and its authorized representative(s), auditors, attorneys and accountants, upon twenty-four (24) hours notice to Contractor, full access to inspect and copy all books and records relating to the Project that Contractor is required to maintain pursuant to Paragraph 16.01, above.

16.03 CONTRACTOR NONCOMPLIANCE, WITHHOLDING

Contractor's compliance with Paragraphs 16.01 and 16.02, above, shall be a condition precedent to maintenance of any legal action or arbitration by Contractor against City. In addition to and without limitation upon City's other rights and remedies for breach, including any other provisions for withholding set forth in the Contract Documents, City shall have the right, exercised in its sole discretion, to withhold from any payment to Contractor due under a current Application for Payment an additional sum of up to ten percent (10%) of the total amount set forth in such Application for Payment, until Contractor and its Subcontractors have complied with any outstanding and unsatisfied request by City under this Article 16. Upon such compliance with this Article 16, any additional monies withheld pursuant to this Paragraph 16.03 shall be released to Contractor.

16.04 SPECIFIC ENFORCEMENT BY CITY

Contractor agrees that any failure by Contractor or any Subcontractor to provide access to its books and records as required by this Article 16 shall be specifically enforceable, by issuance of a preliminary and/or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court and without the necessity of oral testimony, to compel Contractor to permit access, inspection, audits and/or reproduction of such books and records or to require delivery of such books and records to City for inspection, audit and/or reproduction.

[END OF ARTICLE]

ARTICLE 17-MISCELLANEOUS PROVISIONS

17.01 COMPLIANCE WITH APPLICABLE LAWS

A. Notices, Compliance

Contractor shall give all notices required by governmental authorities and comply with all applicable laws and lawful orders of governmental authorities, including but not limited to the provisions of the California Code of Regulations applicable to contractors performing construction and all laws, ordinances, rules, regulations and lawful orders relating to safety, prevailing wage and equal employment opportunities.

B. Taxes, Employee Benefits

Contractor shall pay at its own expense, at no cost to the City and without adjustment to the Contract Sum, all local, state and federal taxes, including, without limitation all sales, consumer, business license, use and similar taxes on materials, labor or other items furnished for the Work or portions thereof provided by Contractor or Subcontractors, all taxes arising out of its operations under the Contract Documents and all benefits, insurance, taxes and contributions for social security and unemployment insurance which are measured by wages, salaries or other remuneration paid to Contractor's employees. If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to meat for its exclusive use, then City, upon request, will execute documents necessary to show that is a political subdivision of the State for the purposes of such exemption and that the sale is for the exclusive use of the City, in which case no excise tax for such materials shall be included in the Bid or Contract Sum.

C. Notice of Violations

Contractor shall immediately notify the City and Director in writing of any instruction received from the City, Director, Architect or other person or entity that, if implemented, would cause a violation of any applicable law or lawful order of a governmental authority. If Contractor fails to provide such notice, then Director shall be entitled to assume that such instruction is in compliance with applicable laws and lawful orders of governmental authorities. If Contractor observes that any portion of the Drawings and Specifications or Work are at variance with applicable laws or lawful orders of governmental authorities, or should Contractor become aware of conditions not covered by the Contract Documents which will result in Work being at variance therewith, Contractor shall promptly notify Director in writing. If, without such notice to Director, Contractor or any Subcontractor performs any Work which it knew, or through the exercise of reasonable care should have known, was contrary to lawful orders of governmental authorities or applicable laws, then Contractor shall bear all resulting losses at its own expense, at no cost to City and without adjustment to the Contract Sum.

17.02 OWNERSHIP OF DESIGN DOCUMENTS

A. Property of City

All Design Documents, Contract Documents and Submittals (including, without limitation, all copies thereof) and all designs and building designs depicted therein are and shall remain the sole and exclusive property of the City and the City shall solely and exclusively hold all copyrights thereto. Without derogation the City's rights under this Paragraph, the Contractor and Subcontractors are

granted a limited, non-exclusive license, revocable at will of City, to use and reproduce applicable portions of the Contract Documents and Submittals as appropriate to and for use in the execution of the Work and for no other purpose.

B. Documents on Site

Contractor shall keep on the Project site, at all times and for use by City, Director, Inspectors of Record and City's Consultants, a complete set of the Contract Documents that have been approved by applicable Governmental Authorities.

C. Delivery to City

All Design Documents, Contract Documents and Submittals in the possession of Contractor or Subcontractors shall be returned to the City upon the earlier of Final Completion or termination of the Construction Contract; provided, however, that Contractor and each Subcontractor shall have the right to retain one (1) copy of the Contract Documents and Submittals for its permanent records

D. Subcontractors

Contractor shall take all necessary steps to assure that a provision is included in all subcontracts with Subcontractors, of every tier, who perform Work on the Project establishing, protecting and preserving the, City's rights set forth in this Paragraph.

17.03 AMENDMENTS

The Contract Documents may be amended only by a written instrument duly executed by the parties or their respective successors or assigns.

17.04 WAIVER

Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision, any course of dealing or custom of the trade notwithstanding. Furthermore, if the parties make and implement any interpretation of the Contract Documents without documenting such interpretation by an instrument in writing signed by both parties, such interpretation and implementation thereof will not be binding in the event of any future disputes.

17.05 INDEPENDENT CONTRACTOR

Contractor is an independent contractor, and nothing contained in the Contract Documents shall be construed as constituting any relationship with City other than that of Project owner and independent contractor. In no event shall the relationship between City and Contractor be construed as creating any relationship whatsoever between City and Contractor's employees. Neither Contractor nor any of its employees is or shall be deemed to be an employee of City. Except as otherwise specified in the Contract Documents, Contractor has sole authority and responsibility to employ, discharge and otherwise control its employees and has complete and sole responsibility as a principal for its agents, for all Subcontractors and for all other Persons that Contractor or any Subcontractor hires to perform or assist in performing the Work.

17.06 SUCCESSORS AND ASSIGNS

The Contract Documents shall be binding upon and inure to the benefit of City and Contractor and their permitted successors, assigns and legal representatives.

- A. City may assign all or part of its right, title and interest in and to any Contract Documents, including rights with respect to the Payment and Performance Bonds, to (a) any other governmental person as permitted by governmental rules, provided that the successor or assignee has assumed all of City's obligations, duties and liabilities under the Contract Document then in effect; and (b) any other Person with the prior written approval of Contractor.
- B. Contractor may collaterally assign its rights to receive payment under the Contract Documents. Contractor may not delegate any of its duties hereunder, except to Subcontractors as expressly otherwise permitted in the Contract Documents. Contractor's assignment or delegation of any of its Work under the Contract Documents shall be ineffective to relieve Contractor of its responsibility for the Work assigned or delegated, unless City, in its sole discretion, has approved such relief from responsibility.

Any assignment of money shall be subject to all proper set-offs and withholdings in favor of City and to all deductions provided for in the Contract. All money withheld, whether assigned or not, shall be subject to being used by City for completion of the Work, should Contractor be in default.

- C. Except for the limited circumstances set forth in Paragraph 17.06-B, above, Contractor may not, without the prior written consent of City in its sole discretion, voluntarily or involuntarily assign, convey, transfer, pledge, mortgage or otherwise encumber its rights or interests under the Contract Documents. No partner, joint venturer, member or shareholder of Contractor may assign, convey, transfer, pledge, mortgage or otherwise encumber its ownership interest in Contractor without the prior written consent of City, in City's sole discretion.

17.07 SURVIVAL

Contractor's representations and warranties, the dispute resolution provisions contained in Article 15, and all other provisions which by their inherent character should survive termination of the Contract and/or Final Acceptance, shall survive the termination of the Contract and the Final Acceptance Date.

17.08 LIMITATION ON THIRD PARTY BENEFICIARIES

It is not intended by any of the provisions of the Contract Documents to create any third party beneficiary hereunder or to authorize anyone not a party hereto to maintain a suit for personal injury or property damage pursuant to the terms or provisions hereof, except to the extent that specific provisions (such as the warranty and indemnity provisions) identify third parties and state that they are entitled to benefits hereunder. The duties, obligations and responsibilities of the parties to the Contract Documents with respect to such third parties shall remain as imposed by law. The Contract Documents shall not be construed to create a contractual relationship of any kind between City and a Subcontractor or any other Person except Contractor.

17.09 PERSONAL LIABILITY OF CITY EMPLOYEES

City's authorized representatives are acting solely as agents and representatives of City when carrying out the provisions of or exercising the power or authority granted to them under the Contract. They shall not be liable either personally or as employees of City for actions in their ordinary course of employment.

No agent, consultant, Council member, officer or authorized employee of City, shall be personally responsible for any liability arising under the Contract.

17.10 NO ESTOPPEL

City shall not, nor shall any officer thereof, be precluded or estopped by any measurement, estimate or certificate made or given by the City representative or other officer, agent, or employee of City under any provisions of the Contract from at any time (either before or after the final completion and acceptance of the Work and payment therefor) pursuant to any such measurement, estimate or certificate showing the true and correct amount and character of the work done, and materials furnished by Contractor or any person under the Contract or from showing at any time that any such measurement, estimate or certificate is untrue and incorrect, or improperly made in any particular, or that the work and materials, or any part thereof, do not in fact conform to the Contract Documents. Notwithstanding any such measurement, estimate or certificate, or payment made in accordance therewith, City shall not be precluded or estopped from recovering from Contractor and its Sureties such damages as City may sustain by reason of Contractor's failure to comply or to have complied with the Contract Documents.

17.11 GOVERNING LAW

The laws of the State of California govern the construction and interpretation of the Contract Documents, without regard to conflict of law principles. Unless the Contract Documents provide otherwise, any reference to laws, ordinances, rules, or regulations include their later amendment, modifications, and successor legislation. If Contractor or City brings a lawsuit to enforce or interpret one or more provisions of the Contract Documents, jurisdiction is in the Superior Court of the County of Los Angeles, California, or where otherwise appropriate, in the United States District Court, Central District of California. Contractor and City acknowledge that the Contract Documents were negotiated, entered into, and executed—and the Work was performed—in the City of Vernon, California.

17.12 FURTHER ASSURANCES

Contractor shall promptly execute and deliver to City all such instruments and other documents and assurances as are reasonably requested by City to further evidence the obligations of Contractor hereunder, including assurances regarding assignments of Subcontractors contained herein.

17.13 SEVERABILITY

If any clause, provision, section, paragraph or part of the Contract is ruled invalid by a court having proper jurisdiction, then the parties shall: (a) promptly meet and negotiate a substitute for such clause, provision, section, paragraph or part, which shall, to the greatest extent legally permissible, effect the original intent of the parties, including an equitable adjustment to the Contract Price to account for any change in the Work resulting from such invalidated portion; and (b) if necessary or desirable, apply to the court or other decision maker (as applicable) which declared such invalidity for an interpretation of the invalidated portion to guide the negotiations. The invalidity or unenforceability of any such clause, provision, section, paragraph or part shall not affect the validity or enforceability of the balance of the Contract, which shall be construed and enforced as if the Contract did not contain such invalid or unenforceable clause, provision, section, paragraph or part.

17.14 HEADINGS

The captions of the sections of the Contract are for convenience only and shall not be deemed part of the Contract or considered in construing the Contract.

17.15 ENTIRE AGREEMENT

The Contract Documents contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, understandings, statements, representations and negotiations between the parties with respect to its subject matter.

17.16 COUNTERPARTS

This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[END OF ARTICLE]

EXHIBIT 1

Bond No.: _____
Premium Amount: \$ _____
Bond's Effective Date: _____

PERFORMANCE BOND

RECITALS:

1. The City of Vernon, California ("City"), has awarded to

(Name, address, and telephone of Contractor)

(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)

(the "Surety"), a duly admitted surety insurer under California's laws, agree as follows:

By this Bond, We jointly and severally obligate and bind ourselves, and our respective heirs, executors, administrators, successors, and assigns to pay City the penal sum of _____ Dollars (\$ _____) ("the Bonded Sum"), this amount comprising not less than the total Contract Sum, in lawful money of the United States of America.

The Licensed Agent for Surety is:

(Name, address, and telephone)

Registered Agent's California Department of Insurance License No. _____.

THE CONDITION OF THIS BOND'S OBLIGATION IS THAT, if Principal promptly and faithfully performs the undertakings, terms, covenants, conditions, and agreements in the Contract and Contract Documents (including all their amendments and supplements), all within the time and in the manner that those documents specify, then this obligation becomes null and void. Otherwise, this Bond remains in full force and effect, and the following terms and conditions apply to this Bond:

1. This Bond specifically guarantees Principal's performance of each obligation and all obligations under the Contract and Contract Documents, as they may be amended and supplemented including, but not limited to, Principal's liability for liquidated damages, Warranties, Guarantees, Correction, and Maintenance obligations as specified in the Contract and Contract Documents except that Surety's total obligation, as described here, will not exceed the Bonded Sum.

2. For those obligations of Principal that survive Final Completion of the Work described in the Contract and Contract Documents, the guarantees in this Bond also survive Final Completion of the Work.
3. When City declares that Principal is in default under the Contract, or Contract Documents, or both, Surety shall promptly: (a) remedy the default; (b) complete the Project according to the Contract Documents' terms and conditions then in effect; or (c) using a procurement methodology approved by City, select a contractor or contractors acceptable to City to complete all of the Work, and arrange for a contract between the contractor(s) and City. Surety shall make available, as the Work progresses, sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract and Contract Documents including other costs and damages for which Surety is liable under this Bond except that Surety's total obligation, as described here, will not exceed the Bonded Sum.
4. An alteration, modification, change, addition, deletion, omission, agreement, or supplement to the Contract, Contract Documents, or the nature of the Work performed under the Contract or Contract Documents including, without limitation, an extension of time for performance does not, in any way, affect Surety's obligations under this Bond. Surety waives any notice of alteration, modification, change, addition, deletion, omission, agreement, supplement, or extension of time.
5. Surety's obligations under this Bond are separate, independent from, and not contingent upon any other surety's guaranteeing Principal's faithful performance of the Work.
6. No right of action accrues on this Bond to any entity other than City or its successors and assigns.
7. If an action at law or in equity is necessary to enforce or interpret this Bond's terms, Surety must pay in addition to the Bonded Sum City's reasonable attorneys' fees and litigation costs, in an amount the court fixes.
8. Surety shall mail City written notice at least 30 days before: (a) the effective date on which the Surety will cancel, terminate, or withdraw from this Bond; or (b) this Bond becomes void or unenforceable for any reason.

[Signatures to this Exhibit 1, Performance Bond, Begin on Next Page].

On the date set forth below, Principal and Surety duly executed this **Performance Bond**, with the name of each party appearing below and signed by its representative(s) under the authority of its governing body.

Date: _____

PRINCIPAL:

SURETY:

(Company Name)

(Company Name)

(Signature)

(Signature)

By: _____
(Name and Title)

By: _____
(Name and Title)

Address for Serving Notices or Other Documents:

Address for Serving Notices or Other Documents:

CORPORATE SEAL

CORPORATE SEAL

- *THIS BOND MUST BE EXECUTED IN TRIPPLICATE.*
- *EVIDENCE MUST BE ATTACHED OF THE AUTHORITY OF ANY PERSON SIGNING AS ATTORNEY-IN-FACT.*
- *THE ATTORNEY-IN-FACT'S SIGNATURE MUST BE NOTARIZED.*
- *A CORPORATE SEAL MUST BE IMPRESSED ON THIS FORM WHEN THE PRINCIPAL, OR THE SURETY, OR BOTH, ARE A CORPORATION.*

APPROVED AS TO SURETY AND
AMOUNT OF BONDED SUM:

APPROVED AS TO FORM:

By: _____
Daniel Wall, Director of Public Works

By: _____
Zaynah N. Moussa, Interim City Attorney

BOND ACKNOWLEDGMENT

FOR
SURETY'S ATTORNEY-IN-FACT

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On this _____ day of _____, 20_____,
before me, _____(name), a Notary Public for said County, personally
appeared _____(name), who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to this instrument as the attorney in fact of
_____, and acknowledged to me that he/she subscribed the
name of _____ thereto as principal, and his/he own name as
attorney in fact.

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

Notary Public

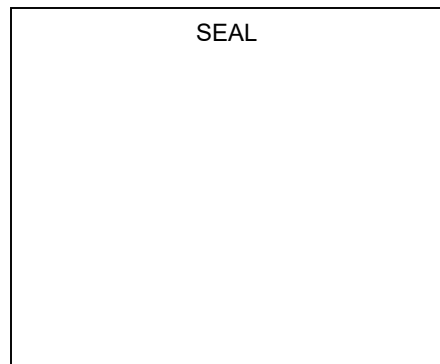


EXHIBIT 2

Bond No.: _____
Premium Amount: \$ _____
Bond's Effective Date: _____

PAYMENT BOND (LABOR AND MATERIALS)

RECITALS:

1. The City of Vernon, California ("City"), has awarded to

(Name, address, and telephone of Design-Builder)

Contract (the "Contract") for the Work described as follows:

Specification No. _____: _____ in Vernon, CA.

2. Principal is required under California Civil Code Sections 9550-9566 and the terms of the Contract and all contract documents referenced in it ("Contract Documents") to furnish a bond guaranteeing Principal's paying claims, demands, liens, or suits for any work, labor, services, materials, or equipment furnished or used in the Work.
3. The Contract and Contract Documents, including all their amendments and supplements, are incorporated into this Bond and made a part of it by this reference.

OBLIGATION:

THEREFORE, for value received, We, Principal and

(Name, address, and telephone of Surety)

("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

-
- *THIS BOND MUST BE EXECUTED IN TRIPLICATE.*
 - *EVIDENCE MUST BE ATTACHED OF THE AUTHORITY OF ANY PERSON SIGNING AS ATTORNEY-IN-FACT.*
 - *THE ATTORNEY-IN-FACT'S SIGNATURE MUST BE NOTARIZED.*
 - *A CORPORATE SEAL MUST BE IMPRESSED ON THIS FORM WHEN THE PRINCIPAL, OR THE SURETY, OR BOTH, ARE A CORPORATION.*
-

APPROVED AS TO SURETY AND
AMOUNT OF BONDED SUM:

APPROVED AS TO FORM:

By: _____
Daniel Wall, Director of Public Works

By: _____
Zaynah N. Moussa, Interim City Attorney

BOND ACKNOWLEDGMENT
FOR
SURETY'S ATTORNEY-IN-FACT

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____,
before me, _____(name), a Notary Public for said County, personally
appeared _____(name), who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to this instrument as the attorney in fact of,
and acknowledged to me that he/she subscribed the name of _____ thereto
as principal, and his/he own name as attorney in fact.

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

Notary Public

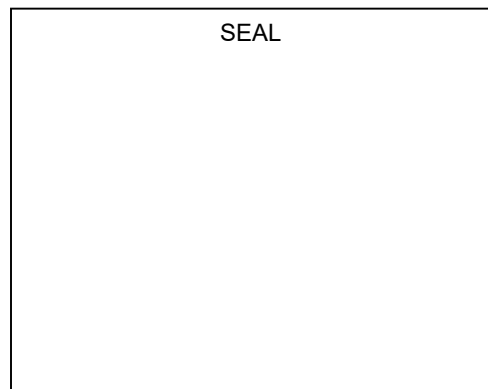


EXHIBIT 3

Bond No.: _____
Premium Amount: \$ _____
Bond's Effective Date: _____

MAINTENANCE BOND

RECITALS:

1. The City of Vernon, California ("City"), has awarded to

(Name, address, and telephone of Contractor) _____ ("Principal"),
a Contract (the "Contract") for the Work described as follows:

Specification No. _____: _____ in Vernon, CA.

2. Principal is required under the terms of the Contract— and all contract documents referenced in it ("Contract Documents")— after completion of the Work and before the filing and recordation of a Notice of Completion for the Work, to furnish a bond to secure claims for Maintenance equal to ten percent (10%) of the total amount of the Contract Which shall hold good for a period of one (1) year from the date the City's Notice of Completion and Acceptance of the Work is filed with the County Recorder, to protect the City against the result of faulty material or workmanship during that time.
3. The Contract and Contract Documents, including all their amendments and supplements, are incorporated into this Bond and made a part of it by this reference.

OBLIGATION:

THEREFORE, for value received, We, Principal and

(Name, address, and telephone of Surety) _____ ("Surety"), a duly
admitted surety insurer under California's laws, agree as follows:

By this Bond, We jointly and severally obligate and bind ourselves, and our respective heirs, executors, administrators, successors, and assigns to pay City the penal sum of _____ Dollars (\$ _____) ("the Bonded Sum"), this amount comprising not less than ten percent (10%) of the total Contract Sum, in lawful money of the United States of America.

The Licensed Agent for Surety is:

(Name, address, and telephone)

Registered Agent's California Department of Insurance License No. _____.

THE CONDITION OF THIS BOND'S OBLIGATION IS THAT if the said Principal or any of his or her or its subcontractors, or the heirs, executors, administrators, successors, or assigns or assigns of any, all, or either of them, shall fail to execute within a reasonable amount of time, or fail to respond within seven (7) days with a written schedule acceptable to the City for same, repair or replacement of any and all Work, together with any other adjacent Work which may be displaced by so doing, that proves to be defective in its workmanship or material for the period of one (1) year (except when otherwise required in the Contract to be for a longer period) from the date the City's Notice of Completion and Acceptance, or equivalent, is filed with the County Recorder, ordinary wear and tear and unusual abuse or neglect excepted with respect to such Work and labor, the Surety herein shall pay for the same, in an amount not exceeding the sum specified in this Bond.

1. When City declares that Principal is in default under the Contract, or Contract Documents, or both, Surety shall promptly

remedy the default using a procurement methodology approved by City, select a contractor or contractors acceptable to City to complete all of the Work, and arrange for a contract between the contractor(s) and City. Surety shall make available sufficient funds to pay the cost of repair or replacement of any and all Work and to pay and perform all obligations of Principal under the Contract and Contract Documents including other costs and damages for which Surety is liable under this Bond except that Surety's total obligation, as described here, will not exceed the Bonded Sum.

2. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.
3. Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said Contract or to the Work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.
4. Surety's obligations under this Bond are separate, independent from, and not contingent upon any other surety's guaranteeing Principal's faithful performance of the Work.
5. No right of action accrues on this Bond to any entity other than City or its successors and assigns.
6. If an action at law or in equity is necessary to enforce or interpret this Bond's terms, Surety must pay, in addition to the Bonded Sum, City's reasonable attorneys' fees and litigation costs, in an amount the court fixes.
7. Surety shall mail City written notice at least 30 days before: (a) the effective date on which the Surety will cancel, terminate, or withdraw from this Bond; or (b) this Bond becomes void or unenforceable for any reason.
8. Death of the Principal shall not relieve Surety of its obligations hereunder.

[Signatures to this Exhibit 3, Maintenance Bond, Begin on Next Page].

On the date set forth below, Principal and Surety duly executed this Maintenance Bond, with the name of each party appearing below and signed by its representative(s) under the authority of its governing body.

Date: _____

PRINCIPAL:

SURETY:

(Company Name)

(Company Name)

(Signature)

(Signature)

By: _____
(Name and Title)

By: _____
(Name and Title)

Address for Serving Notices or Other Documents:

Address for Serving Notices or Other Documents:

CORPORATE SEAL

CORPORATE SEAL

-
- THIS BOND MUST BE EXECUTED IN TRIPLICATE.
 - EVIDENCE MUST BE ATTACHED OF THE AUTHORITY OF ANY PERSON SIGNING AS ATTORNEY-IN-FACT.
 - THE ATTORNEY-IN-FACT'S SIGNATURE MUST BE NOTARIZED.
 - A CORPORATE SEAL MUST BE IMPRESSED ON THIS FORM WHEN THE PRINCIPAL, OR THE SURETY, OR BOTH, ARE A CORPORATION.
-

APPROVED AS TO SURETY AND
AMOUNT OF BONDED SUM:

APPROVED AS TO FORM:

By: _____
Daniel Wall, Director of Public Works

By: _____
Zaynah N. Moussa, Interim City Attorney

BOND ACKNOWLEDGMENT
FOR
SURETY'S ATTORNEY-IN-FACT

STATE OF CALIFORNIA)
) ss
COUNTY OF)

On this _____ day of _____, 20____,
before me, _____(name), a Notary Public for said County, personally
appeared _____(name), who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to this instrument as the attorney in fact of
_____, and acknowledged to me that he/she subscribed the
name of _____ thereto as principal, and his/he own name as
attorney in fact.

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

Notary Public

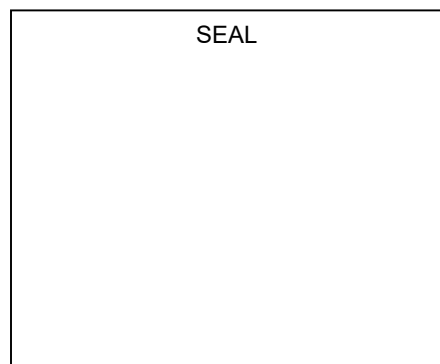


EXHIBIT 4

INSURANCE REQUIREMENTS

1.0 REQUIRED INSURANCE POLICIES

At its own expense, Contractor shall obtain, pay for, and maintain – and shall require each of its Subcontractors to obtain and maintain – for the duration of the Agreement, policies of insurance meeting the following requirements:

A. Workers' Compensation/Employer's Liability Insurance shall provide workers' compensation statutory benefits as required by law.

1. Employer's Liability insurance shall be in an amount not less than:
 - (a) ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease;
 - (b) ONE MILLION DOLLARS (\$1,000,000) per employee for bodily injury or disease; and
 - (c) ONE MILLION DOLLARS (\$1,000,000) policy limit.

B. Commercial General Liability ("CGL") (primary). City and its employees and agents shall be added as additional insureds, not limiting coverage for the additional insured to "ongoing operations" or in any way excluding coverage for completed operations. Coverage shall apply on a primary, non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee, representative or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

1. CGL insurance must not be written for less than the limits of liability specified as follows:
 - (a) ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury (including accidental death) to any one person;
 - (b) ONE MILLION DOLLARS (\$1,000,000) per occurrence for personal and advertising injury to any one person;
 - (c) ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage; and
 - (d) TWO MILLION DOLLARS (\$2,000,000) general aggregate limit.
2. CGL insurance must include all major divisions of coverage and must cover:
 - (a) Premises Operations (including Explosion, Collapse, and Underground ["X,C,U"] coverages as applicable);
 - (b) Independent Contractor's Protective;

- (c) Independent Contractors;
- (d) Products and Completed Operations (maintain same limits as above until five (5) years after recordation of Notice of Completion);
- (e) Personal and Advertising Injury (with Employer's Liability Exclusion deleted);
- (f) Contractual Liability (including specified provision for Contractor's obligation under Article 11 of the General Conditions); and
- (g) Broad Form Property Damage.

3. Umbrella or Excess Liability Insurance (over primary), if provided, shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion and no contractor's limitation endorsement. The policy shall have starting and ending dates concurrent with the underlying coverages. The Named Insured may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits and complies with all other requirements listed here.

C. Business Automobile Liability Insurance

- 1. Business Automobile Liability Insurance must cover all vehicles, whether rented, leased, hired, scheduled, owned or non-owned. If Contractor does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Business Automobile Liability Insurance coverage amounts shall not be less than the following:
 - (a) ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury (including accidental death) to any one person; and
 - (b) ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage; or
 - (c) ONE MILLION DOLLARS (\$1,000,000) combined single limit.

D. Contractors Pollution Liability Insurance (CPL)

- 1. Contractor or Subcontractor shall obtain, pay for, and maintain for the duration of the Contract Contractors Pollution Liability insurance that provides coverage for liability caused by pollution conditions arising out of the operations of the Contractor. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using Subcontractors, the policy must include work performed "by or on behalf" of the insured.
- 2. The policy limit shall provide coverage of no less than one million dollars (\$1,000,000) per claim and in the aggregate. Coverage shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and costs of defense, including costs and expenses incurred in the

investigation, defense, or settlement of claims.

3. All activities contemplated in the Contract shall be specifically scheduled on the CPL policy as “covered operations.” In addition, the policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.
4. The policy shall specifically provide for a duty to defend on the part of the insurer. City, its officers, employees and agents shall be added to the policy as additional insureds by endorsement.

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” (“LES LI”);
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

EXHIBIT B
SPECIAL PROVISIONS
SPECIFIC FOR THIS PROJECT

SPECIFIC FOR THIS PROJECT

PACIFIC BLVD., SANTA FE & VERNON AVE. STREET IMPROVEMENTS

GENERAL

B-1.01 Scope of Work – This project consists of a 2” deep removal and replacement of the existing asphalt pavement. New asphalt shall consist of 3/8” thick asphalt rubber aggregate membrane (ARAM) and 1-5/8” thick C2-PG-70-10 asphalt concrete installed in one lift. In addition, the streets shall be repainted according to the latest Caltrans standards as noted on the project plans.

B-1.02 Contract Plans – The details and the exact limits for the asphalt and concrete work in this project are shown on the City of Vernon Contract No. CS-1204 sheet drawings, incorporated into this Agreement by this reference:

<u>Sheet No.</u>	<u>Plan No.</u>	<u>Description</u>
1	-	Title Sheet & Notes
2	P2777	Street Improvements – Santa Fe Ave.: Sta. 34+69.55 to Sta. 40+54.65; Vernon Ave.: Sta. 23+96.60 to Sta. 27+21.55; Pacific Blvd.: Sta. 0+00 to 9+47.00
3	P2777	Street Improvements – Pacific Blvd. Sta. 9+47.00 to 52 nd Street
4	T2778	Channelization Improvements – Santa Fe Ave.: Sta. 34+69.55 to Sta. 40+54.65; Vernon Ave.: Sta. 23+96.60 to Sta. 27+21.55; Pacific Blvd.: Sta. 0+00 to 9+47.00
5	T2778	Channelization Improvements – Pacific Blvd. Sta. 9+47.00 to 52 nd Street

B-1.03 Specifications – Installation and payment for all the work shall conform to the Standard Specifications for Public Works Construction (2018 Edition), State of California Department of Transportation “Caltrans” Standard Plans and Standard Specifications (2018 Edition), California Manual on Uniform Traffic Control Devices (2014 Edition), and the City of Vernon Standard Plans.

The Standard Specifications for Public Works Construction (2018 Edition) shall be referred to hereafter as the “Standard Specifications”. The Caltrans Standard Plans (2018 Edition) shall be referred to hereafter as the “Standard Plans”. The California Manual on Traffic Control Devices (2014 Edition) shall be referred hereafter as the “CA MUTCD”.

B-1.04 Length of Contract – All work in this project shall be completed within **forty-five (45) 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 per calendar day.

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 7:00 am to 4:00 pm unless otherwise restricted by the type of work shown below:**

- **Asphalt work shall occur on Saturday and Sunday between the hours of 7:00 am to 5:00 pm.**
- **All re-striping work shall occur at night between the hours of 9:00 pm to 4:00 am. Layout "Cat Track" shall be approved by the City before the final striping improvements are installed.**
- **Traffic signal loop installation shall occur Monday-Friday between the hours of 7:00 am to 4:00 pm.**

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. **Construction hours shall be per Section B-2.02. During other work hours, the Contractor shall maintain all existing traffic lanes during the hours of 7a.m. - 8a.m. and 4p.m - 6p.m. each day. During the hours of 9a.m. – 4p.m., the Contractor may close the area adjacent to the proposed construction only if the street has more than one through lane of traffic in each direction and one through lane in each direction can be maintained unless otherwise specified in the contract provisions.**
- b. **The Contractor shall submit traffic channelization and detour plans to the City Engineer for approval at least (10) ten working days prior to commencement of work.**

- c. **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.

- d. **Traffic Control Work shall include all labor, materials, tools, equipment, transportation and incidentals necessary to maintain and control all vehicular and pedestrian traffic through the construction site. The cost of furnishing and maintaining traffic control during the construction including flagmen as necessary must be included in the various bid items, and no extra compensation will be paid to the Contractor.**

B-4.01 Extra Work – In the event the City and the Contractor are unable to negotiate an agreed price for extra work, which is acceptable to both parties, payment shall be made based on time and materials as follows:

- a. **Work by the Contractor: The following percentages shall be added to the Contractor's cost**

and shall constitute the markup for all overhead and profits:

1.	Labor	20%
2.	Materials	15%
3.	Equipment Rental	15%
4.	Other Items and Expenditures	15%

b. Work by the Subcontractor - When all or any part of the extra work is performed by a subcontractor, the above markups shall apply to the aggregate sum of the extra work, regardless of the number of tiers of subcontractors used. In addition, a markup of 10-percent on the first \$5,000 of extra work and 5-percent on work in excess of \$5,000 may be added by the Contractor.

B-4.02 Compliance with Laws, Regulations, and Safe Practices – The Contractor shall perform all work in a safe, competent manner and in accordance with all federal, state, and local statutes, regulations, ordinances, rules, and governmental orders. The Contractor will be solely and completely responsible for the conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Inspection of the Contractor's performance by the City, its agents, or employees is not intended to include review of the adequacy of the Contractor's safety measures in or near the job site.

B-4.03 Notification of Affected Residents/Businesses – The Contractor shall be responsible for distribution of the general information letter of the project to all *affected* residents and businesses.

A project general information letter and sufficient copies thereof will be prepared by City staff for Contractor distribution to all residents, business establishments, and institutions fronting on or directly affected by the project.

The Contractor shall be responsible for distribution of said letter in handout form to all the appropriate residences and buildings in the subject area. Distribution shall be accomplished in a manner acceptable to the City Engineer and shall be five (5) working days prior to the beginning of construction operations in the immediate vicinity.

In addition to the above, the Contractor shall be fully responsible for such other notifications as may be required related to necessary closures of streets, alleys, driveways, etc., or to unavoidable access or parking restrictions. These notifications shall apply where the closures and access or parking restrictions required in the performance of any work under this contract preclude any resident, tenant, or property owner from utilizing the premises or conducting business thereon in a reasonable and customary manner.

Additional notification to the *affected* businesses and residents shall be prepared by the City and distributed by the Contractor for roadway and driveway closures five (5) working days in advance of any construction work. No removal or excavation work is allowed until the additional notification has been distributed to the *affected* residents and businesses. If a Contractor is unable to adhere to his schedule as indicated on his written notification, then all the affected residents and places of business shall be re-notified of the revised schedule, in writing, as indicated above.

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

B-4.04 Notification of Utilities – The provisions of Section 5 entitled "Utilities" of the Standard Specifications shall apply. The Contractor shall contact the Underground Service Alert of Southern California (U.S.A.) at least two working days in advance of the construction work.

B-5.01 Noise Restrictions – The Contractor may not operate certain power equipment, within a residential area or within a radius of 500 feet from a residential area, except during the following times:

- 1. From 7:00 am to 4:00 pm, Monday through Friday**
- 2. From 7:00 am to 5:00 pm on Saturday and Sunday**

In addition, the noise level from the Contractor's operations shall not exceed 85 dBA when measured within a one hundred (100) foot radius at any time.

B-6.01 Construction Order of Work – Work shall be scheduled so as to lessen the impact upon businesses.

Requirements – General:

1. All construction shall conform to Sections 6-1 and 6-2 of the latest edition of the Standard Specifications for Public Works Construction and shall proceed in a smooth, efficient, timely and continuous manner. As such, once construction is started in a work area, the Contractor will be required to work continuously in that work area until construction has been completed and the work area is open and accessible to both vehicular and pedestrian traffic in a manner approved by the City Engineer before the next stage of work will be allowed to begin.
2. Once construction is started in a work area, the Contractor shall not withdraw manpower or equipment from that work area in order to start construction in another work area if doing so, in the opinion of the City Engineer, delays the completion of the work presently under construction.
3. The Contractor shall maintain continuous access to all residents and businesses within the project limits, including drive approaches, unless the Contractor has obtained the approval of the City Engineer to close either such access or drive approach.
4. No stockpiling of material and construction equipment on public streets or sidewalks will be permitted on this project unless approved by the City Engineer. Material and equipment placed on public streets, sidewalks and on the construction areas shall be used the same day.

B-7.01 Character of Workers – If any subcontractor or person employed by the Contractor shall appear to the City's Engineer to be incompetent, intemperate, troublesome, or acts in a disorderly or otherwise objectionable manner, he/she shall be immediately discharged from the project on the

request of the City's Engineer, and such person shall not be reemployed on the work. If said individual has an ownership interest in the contracting entity, the City Engineer will serve written notice upon the Contractor and the Surety providing the faithful performance bond, in accordance with Section 6-4, "Default by Contractor," of the Standard Specifications, demanding complete and satisfactory compliance with the Contract.

B-8.01 Examination of the Site – The Contractor is required to examine the site and judge for themselves the location, physical conditions, substructures, and surroundings of the proposed work.

B-8.02 Mobilization – The cost of all preparatory work and operations for the multiple movements of personnel, equipment, supplies, and incidentals to the project site must be included in the various bid items, and no extra compensation will be paid to the Contractor.

B-8.03 Dust Control – Throughout all phases of construction, including suspension of work, and until final acceptance of the project, the Contractor shall abate dust nuisance by cleaning, sweeping and sprinkling water, or other means as necessary when requested by the City. Failure of the Contractor to comply with the City Engineer's cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation or extension of contract completion time will be allowed as a result of such suspension. The cost of furnishing and operating dust control during the construction project shall be included in the various bid items, and **no** extra compensation will be paid to the Contractor.

B-8.04 Temporary Water Meter – If necessary, the Contractor shall obtain a temporary water meter from the City of Vernon Water Department by placing a deposit of \$1,000. Contractor shall pay for all water used. Contractor shall not relocate the service. The Contractor shall call the City of Vernon Water Department to relocate the service and will be charged \$50.00 for each relocation.

B-8.05 Cleaning of Site During Construction – During construction, all existing improvements, including pavement, sidewalk, curb and gutter, adjacent to the work area shall be swept free from soils, gravel, dirt or debris on a daily basis. The Contractor is responsible for maintaining all sidewalk, curb and gutter areas within the construction zone free from loose materials at all times.

B-8.06 Sanitary Facilities – The Contractor shall furnish and maintain sufficient sanitary facilities by the worksites for the entire duration of construction activities. The cost of furnishing and maintaining sufficient sanitary facilities shall be included in the various bid items, and **no** extra compensation will be paid to the Contractor.

B-8.07 Final Cleaning of Site and Restoration – The Contractor shall be responsible for cleaning and restoration of all damaged existing improvements such as sidewalk, driveway, curb and gutter, and private property at no cost to the City.

The Contractor shall remove all loose aggregates by sweeping all the sidewalks and gutters. The cost of furnishing and operating such sweeping after the construction of the project must be included in the various bid items, and no extra compensation will be paid to the Contractor.

B-9.01 Best Management Practices (BMP's) – The Contractor shall submit a copy of their Best Management Practices (BMPs) to the City Engineer for review ten (10) days prior to the beginning of any work.

The Contractor is hereby notified that specific construction practices in the Standard Specifications, Section 7-8.6.2, “Best Management Practices (BMPs)” are considered to be Best Management Practices. The Contractor shall implement and maintain such BMP's as are relevant to the work, and as are specifically required by the Plans or Special Provisions. The Contractor shall not commence activity until the BMP submittal has been reviewed and approved.

B-10.01 Protection of the Public – The Contractor shall take such steps and precautions as his/her operations warrant to protect the public from danger, loss of life, loss of property or interruption of public services. Unforeseen conditions may arise which will require that immediate provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract. Whenever, in the opinion of the City Engineer, a condition exists in which the Contractor has not taken sufficient precaution of public safety, protection of utilities, and/or protection of adjacent structures or property, the City Engineer will order the Contractor to provide a remedy for the condition. If the Contractor fails to act on the situation within a reasonable time period as determined by the City Engineer, or in the event of an emergency situation, the City Engineer may provide suitable protection by causing such work to be done and material to be furnished as, in the opinion of the City Engineer, may seem reasonable and necessary.

The cost and expense of all repairs (including labor and materials) as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the City for emergency repairs will be deducted from the final payment due to the Contractor.

B-11.01 Material Submittals – The Contractor shall provide all required submittals including, but not limited to the following:

Shop drawings, materials and mix designs to the City upon reward of the contract for review and approval before the construction, and truncated domes.

The “Notice to Proceed” will not be issued to the Contractor until all the submittals have been reviewed and approved by the City.

B-12.01 Unclassified Excavation – This section shall conform to Subsection 300-2 of the Standard Specifications and these Special Provisions.

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.

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 Cold Planning – This section shall conform to Subsection 302-1 Cold Milling of Existing Pavement of the Standard Specifications. Cold planed (cold milled) asphalt will be disposed of in accordance Subsection 302-1.8 of the Standard Specification. **The cost to dispose of the cold planed asphalt concrete shall be included in the uniform cold plane bid item and no additional compensation for the work shall be made therefor.**

B-14.01 Benchmark Replacement – If benchmarks and/or centerline ties are displaced or damaged during construction, the Contractor shall replace them per City of Vernon Standards at **no** cost to the City. Contractor shall notify the City within 24 hours of displacing a benchmark and/or centerline ties.

B-15.01 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-16.01 Parkway Restoration – Parkway and lawn areas disturbed by construction and/or root removal operations shall be backfilled with material approved by the City Engineer, mechanically compacted to 90% of optimum density, and graded to join the adjacent improvements and parkway lawn areas. The parkway and lawn area shall be restored by sodding in accordance with Section 801-4.8 of the Standard Specifications, and the irrigation system to match the adjacent parkway area. The payment for this work shall be included in the most appropriately related bid item.

B-17.01 Root Shaving/Pruning – Where the sidewalk has been raised by an existing tree, interfering roots shall be shaved per the Engineer's direction. The shaving of the roots will be paid under the appropriate bid item. The cost of shaving the tree roots and backfilling with clean soil shall be included in the Prune/Root Shave bid unit price and no additional compensation shall be made to the Contractor therefor.

B-18.01 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-19.01 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-20.01 REAS Mix Design, Quality Control and Acceptance Testing

General – Rubberized Emulsion -Aggregate Slurry (REAS) shall consist of Rubberized Polymer Modified Emulsion (PRME), aggregate, water, and Portland cement. The REAS shall meet all requirements stated in section 203-3 & 203-5 related to RPME and REAS and 302-4.7, 302-4.8, 302-4.9, 302-4.10, and 302-4.11 of Standard Specifications for Public Works Construction, (SSPWC), 2012 edition, including field operation.

Materials - Materials for REAS shall conform to 203-5.5.2 of SSPWC, 2012 Edition and Brown Book latest edition.

Mix Design and Calibration - Mix Design and Calibration shall be per 203-5.2 of SSPWC, 2012 Edition and Brown Book latest edition. Mix Design results shall include any proposed additives. The completed slurry shall have a minimum skid resistance number of 35 (coefficient of friction 0.35) when tested per California Test Method No.342. The Standard Wet Track Abrasion Test (WTAT) ASTM D3910 template shall be modified to a thickness of 3.18mm (0.125in.) for Type I REAS, and 3/8 in. (9.5 mm) for Type III REAS. For Type II REAS as prescribed in ASTM D3910, *Y-i* in. (6 mm) shall be used. Use of ASTM D3910 shall be modified to include the aggregate retained on No. 4 (4.75mm) for Type II and Type III REAS. The Mix Design shall include the weight per liter (gallon) of REAS. The REAS shall be mixed by a calibrated central mixing plant, meeting the requirements of section 203-5.5.3 and 302-4.7.2 of SSWPC 2012 edition. The City will require samples of REAS to be taken from the central mixing plant for verification of REAS conformance to the approved Mix Design. If the tests do not meet specification requirements, the plant's formula shall be adjusted, and additional tests shall be performed at the Contractor's expense until is acceptable mix is obtained. REAS shall be delivered by vehicles equipped with a calibrated agitator capable of maintaining a homogeneous slurry mix. The contractor shall maintain the Calibration records for each vehicle used, and to provide a copy to the City of Vernon representative upon request.

Quality Control Program – The contractor shall have established quality control program to ensure compliance with the required specifications of the contract. A copy of the quality control program and the test results shall be available to the City of Vernon upon request.

B-20.02 New Asphalt Concrete Paving – Material – Asphalt concrete base paving material for this project shall be **Class C2 PG 70-10** per the specifications below. The asphalt concrete material shall include the following:

- (1) **Fractured faces** of crushed rock shall conform to Standard Specifications 200-1.2.
- (2) **Recycled Asphalt Concrete** shall **not** be allowed in new asphalt concrete mix.
- (3) Minimum **air void** shall be **4%** per Standard Specifications 203-6.4.3.

The Contractor shall inform the City of the name and location of the **asphalt plant** that will furnish

asphalt concrete to the job sites. The City will schedule plant inspection on paving days for quality control. The City will reject asphalt concrete load shipments from any other plants.

The Contractor shall establish designated **asphalt truck routes and staging areas** and shall communicate these routes and areas to truck drivers prior to the arrival at the job site. The City shall approve this plan five (5) days prior to paving.

The Contractor shall place diesel fuel on top of all manholes, valves and monument covers immediately before the final asphalt pavement overlay. Feather join edges shall be made along straight lines by hand raking out all heavy aggregates prior to rolling to produce a smooth uniform surface. Compacted edge along gutter shall be flush.

No traffic shall be allowed on paved surfaces for a **minimum of two hours** after paving unless approved by the City. Contractor shall remove all tracked asphalt materials from concrete surfaces. No asphalt trucks shall utilize existing driveways for turn around.

Paving operations at the end of each day or night shall leave **no joints parallel to the direction of traffic**. Joints perpendicular to the direction of traffic shall be ramped with temporary asphalt concrete. The ramping shall be removed prior to paving.

B-21.01 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-22.01 Adjust Manhole Frame and Cover and Utility Valves – The Contractor, as part of the paving operations, shall **adjust to finish grade all the utility (gas, water etc.) manholes, valves and survey monuments as necessary at no cost to the City.** The City will furnish new extension sleeves when necessary and the Contractor shall install as directed by the City.

The Contractor shall free all the valve covers 300 feet ahead of the paving machine. Immediately after rolling, the valve covers must be raised or lowered to new grade to insure proper access. Existing valves must be exposed and accessible at all times. The valve covers that are unable to be freed and raised during paving operations shall be marked on the new pavement or tied to the existing sidewalk and the Contractor shall raise or adjust the valve covers to the new finished grade within a week with **no** cost to the City.

B-22.02 Replacement of Manhole Frame and Cover – The contractor must provide a cut sheet of the manhole frame and cover to the City for approval prior to the purchase of these materials. The manhole frame and cover name must match with the utility. Additionally, the manhole frame and cover must meet all the specifications of the SPPWC Standard Plan No. 630-4.

The cost for the materials and disposal of the manhole frame and cover must be included in the manhole frame and cover bid item.

B-23.01 Traffic Detector Loops – The traffic detector loops shall be installed per the Los Angeles County Bicycle/Vehicle Loop Detector Installation Standard Plan. Loops and “home runs” shall be cut 4 inches deep with the stub out cut to match. Home run loops shall be spliced in series and twisted at a rate of 3 turns per foot. Cut out, deburr, and place new 4 inches deep threaded ring for stub out.

The cost of furnishing and installation of new traffic detector loops and “home runs” complete in place and in working order must be included in the loop bid item.

B-25.01 Striping Improvements – Furnishing and installing traffic striping, pavement markers, and pavement markings (legends) shall conform to Section 214 of the Standard Specifications and/or the provision in Section 84 “Traffic Stripes and Pavement Markings”, and in Section 85, “Pavement Markers” of the Caltrans Specifications. The Contractor shall layout (cat track) all striping within one week after the placement of the final paved surface. Once approved by the City, the striping of all the streets shall be installed with Thin-mil thermoplastic traffic stripes and pavement markings. The Contractor shall furnish the necessary control points for all existing striping and legend marking prior to removing them. Traffic striping shall be placed upon the finished asphalt concrete or PCC pavement surface according to the plans. Crosswalk markings at adjacent approaches to the improvements shall be restriped as noted on traffic striping plans. The Contractor shall be responsible for the completeness and accuracy of the layout and re-striping to the satisfaction of the City. A blue retro reflective raised pavement marker per Caltrans Traffic Manual Section 6-03.4, Figure 6-44 shall be placed on new asphalt pavement at all fire hydrant locations. The contractor shall place temporary striping tabs before the street is opened up to traffic. The Contractor shall also install pavement markers according to the striping plans.

Prior to the installation of the traffic signal loops, the contractor shall layout the proposed crosswalks. The cost of preparing layout and furnishing control points must be included in the respective lump sum bid item, and **no** extra compensation will be paid to the Contractor.

B-25.02 Paint Materials – Furnishing and installing traffic striping, pavement markers, and pavement markings (legends) shall conform to Section 214 of the STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION “GREENBOOK” (2018 Edition and supplements) and/or the provision in Section 84 “Traffic Stripes and Pavement Markings”, and in Section 85, “Pavement Markers” of the Cal Trans State Specifications.

Thin-mil thermoplastic traffic stripes and pavement markings, and thermoplastic crosswalks and limit lines shall conform to the provisions in Sections 84-1, “General,” and 84-2, “Thermoplastic Traffic Stripes and Pavement Markings,” of the CSS and these special provisions.

Specifications for glass beads shall be “8010-004 (Type II).” Glass beads shall be premixed within

the thermoplastic material prior to application and also applied to the thermoplastic striping material immediately following the application of the striping.

Thin-mil thermoplastic material shall conform to the requirements of Caltrans Specification No. PTH-02SPRAY, for Thermoplastic Traffic Striping Material, Sprayable, White and Yellow. The binder material shall be Alkyd. Copies of the Caltrans Specification No. PTH- 02SPRAY are available at the Caltrans Transportation Laboratory, Sacramento, California. Thermoplastic material shall conform to the requirements of Caltrans Specification No. PTH-02ALKYD.

Thin-mil thermoplastic material for traffic stripes shall be applied by spray method in single uniform layer at the minimum thickness of 30 mils and not to exceed 45 mils.

Thin-mil thermoplastic material shall be applied to the pavement at a temperature between 350° F. and 400° F., unless the manufacturer recommends a different temperature.

The Contractor shall adjust the thermoplastic application rate as necessary to achieve the thermoplastic application rate stated above prior to striping. Thermoplastic application rate tests (up to and including 5 thermoplastic application rate tests per day, including the thermoplastic application rate test at the start of each workday) may be conducted at random times and locations throughout each workday at the discretion of the Engineer.

Beads Materials:

1. Beads shall be colorless and free from milkiness.
2. No. 2 beads shall be used.
3. Beads shall be kept in a dry storage to prevent moisture absorption.
4. Beads shall be applied uniformly at the rate of five (5) pounds to seven (7) pounds of beads per gallon of paint.
5. Beads shall be uniformly heated to not less than eighty (80) degrees Fahrenheit when applied.

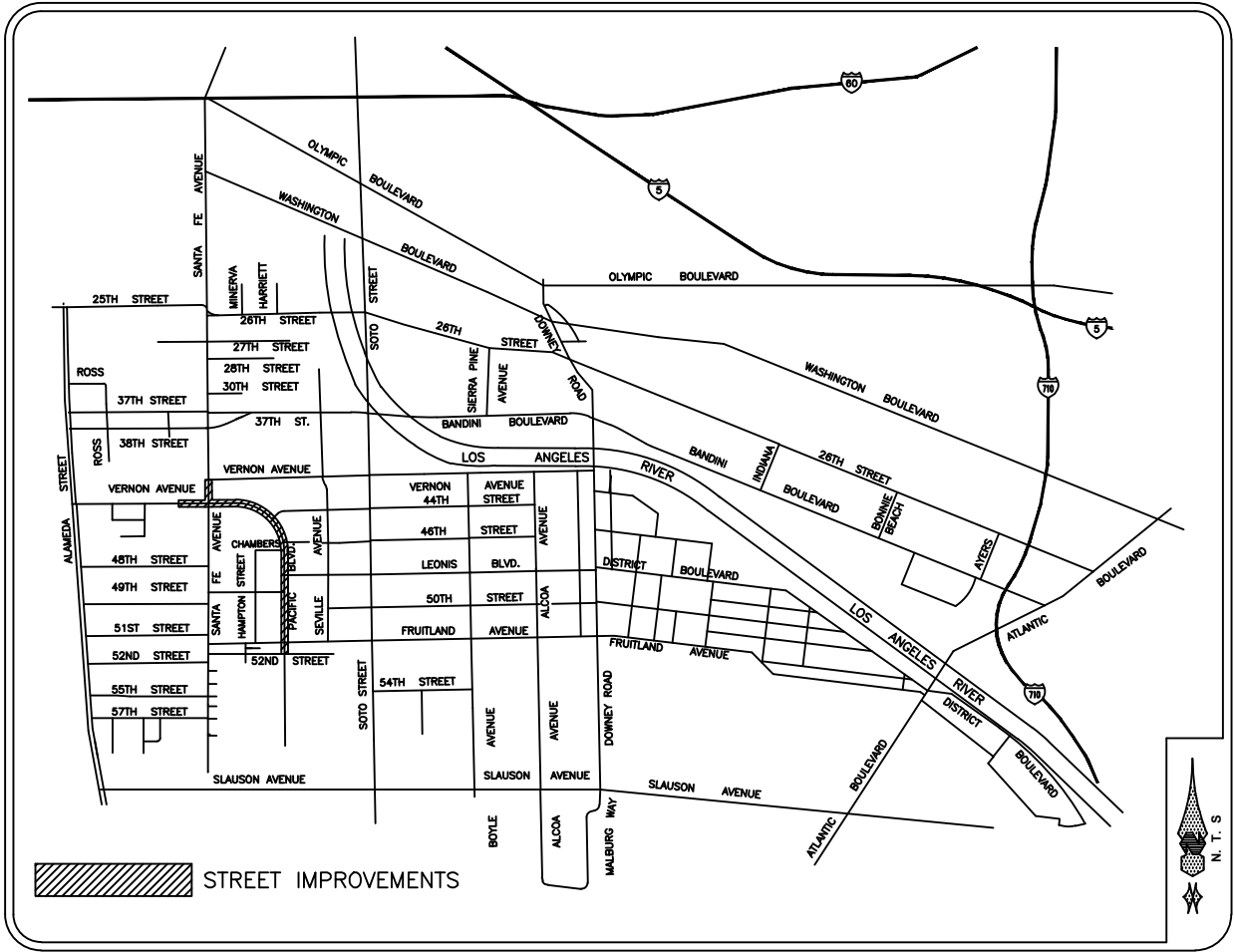
The cost of all paints, beads, other material and equipment required to complete the job must be included in the respective lump sum bid item, and **no** extra compensation will be paid to the contractor.

B-25.03 Testing – The paint application rate shall be determined by passing the striper over a metal plate while the paint application system is operating. The flow of glass beads shall be stopped while passing over the metal plate. The Engineer or representative shall measure thickness of the applied thermoplastic immediately after application of thermoplastic on the metal plate. Striping shall not continue if the proper thickness of thermoplastic is not being applied. Adjustments and corrective measures shall be applied to insure that the correct thickness of thermoplastic will be applied. Testing of the thermoplastic application rate, as described above, will be required following any adjustment to the thermoplastic application rate, thermoplastic applicator nozzles, or any other thermoplastic application equipment prior to commencement or re-commencement of striping. The initial testing and re-testing of thermoplastic application rates at any location shall be considered as a single thermoplastic application rate test.

B-25.04 Temporary Striping - The Contractor shall install temporary traffic striping tabs on the same day(s) of the cold planning and overlay before the lanes are opened to traffic. The cost of all the temporary striping and incidentals to the various project sites must be included in the various bid items, and **no** extra compensation will be paid to the contractor. All temporary striping shall be removed prior to the final striping.



CITY OF VERNON
PUBLIC WORKS DEPARTMENT
PACIFIC BLVD. SANTA FE & VERNON AVE.
STREET IMPROVEMENTS
CONTRACT NO. CS-1204



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-1204.
- 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.
- 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 MANHOLE FRAMES AND COVERS, VALVE AND MONUMENT COVERS SHALL BE PERFORMED AS PART OF THE PAVING OPERATION AT NO EXTRA COST. CITY WILL PROVIDE SLEEVES FOR ADJUSTING TO GRADE WHEN NECESSARY.
- 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.
- ALL VALVE AND MONUMENT COVERS SHALL BE RAISED AS PART OF THE PAVING OPERATION. NO EXTRA WORK COMPENSATIONS. CITY WILL PROVIDE SLEEVES FOR ADJUSTING TO GRADE WHEN NECESSARY.

GENERAL CHANNELIZATION NOTES:

- ALL STRIPING AND PAVEMENT MARKINGS SHALL CONFORM TO THE 2018 EDITION OF THE CALTRANS STD. PLANS/TRAFFIC MANUAL/CA MUTCD 2014, EXCEPT AS NOTED IN PROJECT PLANS AND SPECIFICATIONS.
- TRANSITION CURVE FOR LEFT TURN POCKETS SHALL BE L= 60' UNLESS OTHERWISE NOTED.
- LANELINE APPROACHES SHALL BE L= 50' UNLESS OTHERWISE NOTED.
- INSTALL BLUE RETROREFLECTIVE RAISED PAVEMENT MARKERS AT FIRE HYDRANTS PER CALTRANS STD. 6-03.4.
- LANE LINES AND CENTERLINES AT RAILROAD CROSSINGS SHALL TERMINATE 3 FEET FROM OUTSIDE TRACK.
- CAT TRACKS SHALL BE PLACED WITHIN 48 HOURS AFTER RESURFACING/SLURRY SEAL.
- FIRST ROW OF TRAFFIC LOOPS SHALL BE INSTALLED 1' BEHIND LIMIT LINE.
- GRADE CROSSING PAVEMENT MARKING (RXR) SHALL BE PLACED DIRECTLY OPPOSITE THE GRADE CROSSING ADVANCE WARNING SIGN. CONTRACTOR SHALL NOTIFY CITY ENGINEER IF NO ADVANCE WARNING SIGN IS POSTED.
- NO PASSING ZONE AT RAILROAD CROSSING SHALL TERMINATE 10 FEET PAST THE GRADE CROSSING PAVEMENT MARKING (RXR) UNLESS OTHERWISE NOTED ON THE PLANS
- THE CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE ALL CONFLICTING CROSSWALKS OR LANE LINES.

LEGEND



STREET CONSTRUCTION NOTES

- GRIND 2" OF EXISTING ASPHALT.
- PLACE $\frac{3}{8}$ " THICK ASPHALT-RUBBER AGGREGATE MEMBRANE (ARAM) PER SPPWC 203-12 AND 302-10.
- PLACE 1- $\frac{3}{8}$ " THICK C2-PG 70-10.
- ADJUST TO GRADE MANHOLE FRAME AND COVER, UTILITY VALVE COVER OR CITY OF VERNON MONUMENT COVER AS NEEDED.
- REMOVE AND REPLACE EXISTING MANHOLE FRAME AND COVER TO BE ADJUSTED TO GRADE. MANHOLE FRAME AND COVER TO BE PROVIDED BY THE CITY OF VERNON.
- REMOVE 9' OF EXISTING MEDIAN.
- REMOVE EXISTING TRAFFIC SIGNAL AND RE-INSTALL 9' EAST OF EXISTING LOCATION.
- RECONSTRUCT 6" OF C2-PG 70-10 ASPHALT OVER 6" OF CMB, BOTH 95% RELATIVE COMPACTIONS. SUBGRADE SHALL BE 90% COMPACTED.

CHANNELIZATION NOTES

- PAINT 6" SOLID DOUBLE YELLOW CENTER LINE PER CALTRANS STANDARD PLAN A20A, DETAIL 22.
- PAINT 6" BROKEN YELLOW CENTER LINE PER CALTRANS STANDARD PLAN A20A, DETAIL 2.
- PAINT 6" SOLID DOUBLE YELLOW MEDIAN ISLAND PER CALTRANS STANDARD PLAN A20B, DETAIL 29.
- PAINT YELLOW TWO-WAY LEFT TURN LANES PER CALTRANS STANDARD PLAN NO. A20B DETAIL 32.
- PAINT 6" 'LANELINE' BROKEN WHITE LANE LINES PER CALTRANS STANDARD PLAN A20A, DETAIL 9.
- PAINT 8" SOLID WHITE CHANNELIZATION LINE PER CALTRANS STANDARD PLAN A20D, DETAIL 38.
- PAINT 6" SOLID WHITE LANE LINE WITH TYPE D TWO-WAY RETROREFLECTIVE MARKERS 2" TO THE RIGHT OF THE LINE PER CALTRANS STANDARD PLAN A20A.
- PAINT 8" LANEDROP LINE PER CALTRANS STANDARD PLAN A20C DETAIL 37.
- PAINT 12" WHITE STOP LINE PER CALTRANS STANDARD PLAN A24E.
- PAINT 'STOP' TEXT 8' BEHIND STOP LINE PER CALTRANS STANDARD PLAN A24D.
- PAINT TRACK LIMIT LINE PER CALTRANS STANDARD PLAN A24E 15' BEHIND RAIL.
- PAINT 12" WHITE 'LADDER' TYPE CROSSWALK LINES PER CALTRANS STANDARD PLAN A24E. AND PER 'DETAIL A'.
- PAINT RAILROAD CROSSING SYMBOL PER CALTRANS STANDARD PLAN A24B.
- PAINT TYPE IV (L) TURN ARROW PER CALTRANS STANDARD PLAN A24A.
- PAINT TYPE IV (R) TURN ARROW PER CALTRANS STANDARD PLAN A24A.
- PAINT TYPE VII (R) OR (L) TURN ARROW PER CALTRANS STD. PLAN A24A.
- PAINT TYPE I 10'-0" ARROW PER CALTRANS STANDARD PLAN A24A.
- FURNISH AND INSTALL BICYCLE/VEHICLE LOOP DETECTOR PER CALTRANS STD. ES-5B, TYPE E
- PAINT TYPE VIII (R) ARROW 8' BEHIND LIMIT LINE PER CALTRANS STANDARD PLAN A24A.
- PAINT 24" WHITE 'LADDER' TYPE CROSSWALK LINES PER CALTRANS STANDARD PLAN A24F.
- INSTALLATION OF WHITE DELINEATORS 20' DISTANCE APART PER CALTRANS STD. A73C, CLASS 1
- PAINT 4" WHITE LINE DIAGONALS AT 3'0" MAX CENTERS PER CALTRANS STANDARD A90A

CONTRACT SHEET SCHEDULE			
SHEET NO.	PLAN NO.	DESCRIPTION	
1	—	TITLE SHEET & NOTES	
2	P2777	STREET IMPROVEMENTS	SANTA FE AVE.: STA. 34+69.55 TO STA. 40+54.65 VERNON AVE.: STA. 23+96.60 TO STA. 27+21.55 PACIFIC BLVD.: STA. 0+00 TO 9+47.00
3	P2777	STREET IMPROVEMENTS	PACIFIC BLVD.: STA. 9+47.00 TO 52ND STREET
4	T2778	CHANNELIZATION IMPROVEMENTS	SANTA FE AVE.: STA. 34+69.55 TO STA. 40+54.65 VERNON AVE.: STA. 23+96.60 TO STA. 27+21.55 PACIFIC BLVD.: STA. 0+00 TO 9+47.00
5	T2778	CHANNELIZATION IMPROVEMENTS	PACIFIC BLVD.: STA. 9+47.00 TO 52ND STREET

CALTRANS STANDARDS

A20A, A20D	PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS
A24A	PAVEMENT MARKINGS ARROWS
A24D	PAVEMENT MARKINGS WORDS
A24G	PAVEMENT MARKINGS YIELD LINES, LIMIT LINES, AND WRONG WAY DETAILS
A88A	CURB RAMP DETAILS
ES-5B	ELECTRICAL SYSTEMS (DETECTORS)
ES-8A	ELECTRICAL SYSTEMS (NON-TRAFFIC PULL BOX)

A.P.W.A. STANDARDS

134-2	CONCRETE PAVEMENT JOINT DETAILS
122-2	CROSS AND LONGITUDINAL GUTTERS
630-4	MANHOLE FRAME & COVER

VERNON STANDARDS

PV582	STANDARD SIDEWALK, CURB & GUTTER
PV2133	OFFSET REQUIREMENTS

STANDARD LEGEND

AC	= ASPHALT CONCRETE	LF	= LINEAR FEET
BC	= BEGIN CURVE	MOC	= MIDPOINT OF CURVE
BCR	= BEGIN CURB RETURN	MH	= MANHOLE
BW	= BACK OF WALK	NIC	= NOT IN CONTRACT
CB	= CATCH BASIN	OVR	= OIL VALVE RISER
C-G	= CURB-GUTTER	PIV	= POST INDICATOR VALVE
CL	= C = CENTERLINE	PL	= R = PROPERTY LINE
CLF	= CHAIN LINK FENCE	PP	= POWER POLE
C.M.B.	= CRUSHED MISCELLANEOUS BASE	PVMT	= PAVEMENT (A.C./CONC.)
CONC	= CONCRETE	R	= RADIUS
COV	= CITY OF VERNON	RCB	= REINFORCED CONC. BOX
D	= STORM DRAIN	R/W	= RIGHT OF WAY
D.D.I.	= DISTRICT DRAIN. IMPROVE.	RW	= RECLAIMED WATER
DMH	= STORM DRAIN MANHOLE	S.P.P.W.C	= STD. PLANS FOR PUBLIC WORKS CONSTRUCTION
DWY	= DRIVEWAY APPROACH	SG	= STRAIGHT GRADE
ECL	= EAST OF CENTERLINE	SMH	= SEWER MANHOLE
ECR	= END CURVE RETURN	STD	= STANDARD
EG	= EDGE OF GUTTER	SW	= SIDEWALK
EMH	= ELECTRIC MANHOLE	TC	= TOP OF CURB
EPB	= ELECTRIC PULL BOX	TH	= THICKNESS
EX	= EXISTING	THR	= TRAFFIC HOME RUN
EXIST	= EXISTING	TL	= TRAFFIC LOOP
FDC	= FIRE DEPT. CONNECTION	TMH	= TELEPHONE MANHOLE
FG	= FINISHED GROUND/GRADE	TPB	= TRAFFIC PULL BOX
FH	= FIRE HYDRANT	TR	= TOP OF RAIL (TRACK)
FL	= FLOW LINE	TS	= TRAFFIC SIGNAL
FS	= FINISHED SURFACE	TSC	= TRAFFIC SIGNAL CABINET
GB	= GRADE BREAK	TX	= TOP OF "X"
GVR	= GAS VALVE RISER	WB	= WATER VALVE BOX
HP	= HIGH POINT	WOL	= WEST OF CENTERLINE
LAJ	= LOS ANGELES JUNCTION RAILWAY COMPANY	WVR	= WATER VALVE RISER
LAC	= LOS ANGELES COUNTY	WMH	= WATER MANHOLE
LACFCD	= LOS ANGELES COUNTY FLOOD CONTROL DISTRICT		
L.A.D.W.P	= LOS ANGELES DEPARTMENT OF WATER AND POWER		

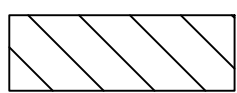
NOTICE TO CONTRACTOR

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



DESIGNED: BELTRAN	APPROVED:	CITY OF VERNON ENGINEERING DEPARTMENT	CONTRACT No. CS-1204	TITLE SHEET
DRAWN: BELTRAN	CIVIL ENGINEER	PACIFIC BLVD., SANTA FE & VERNON AVE. STREET IMPROVEMENTS		SHEET 1 OF 1
CHECKED: WALL	NO. 56356			CAPITAL IMPROVEMENT PROJECT
REVIEWED: WALL	DATE:			

LEGEND



STREET CONSTRUCTION NOTES

- 1— GRIND 2" OF EXISTING ASPHALT.
- 2— PLACE 3" THICK ASPHALT-RUBBER AGGREGATE MEMBRANE (ARAM) PER SPPWC 203-12 AND 302-10.
- 3— PLACE 1-3/8" THICK C2-PG 70-10.
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- 8— RECONSTRUCT 6" OF C2-PG 70-10 ASPHALT OVER 6" OF CMB, BOTH 95% RELATIVE COMPACTIONS. SUBGRADE SHALL BE 90% COMPACTED.

VERNON AVE.

SANTA FE AVE.

SANTA FE AVE. CROSS SECTION A-A
NOT TO SCALE

PACIFIC BLVD. CROSS SECTION B-B
NOT TO SCALE

VERNON AVE.

PACIFIC BLVD.

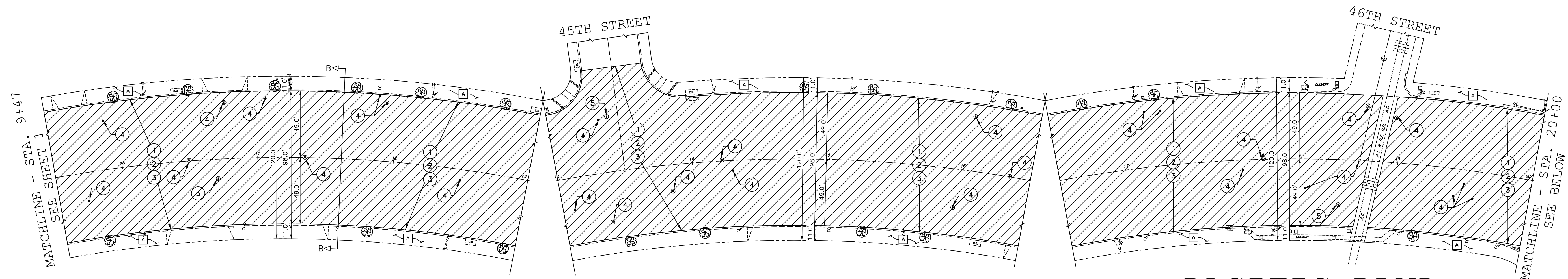
PACIFIC BLVD.

PLAN

SCALE 1"=40'

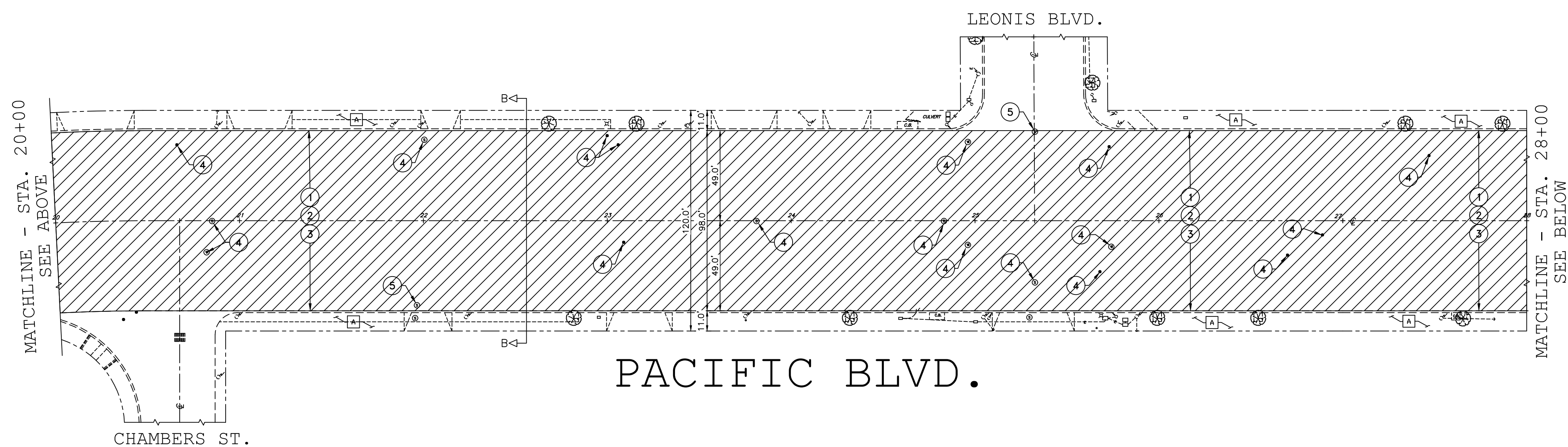


DESIGNED: MBELTRAN	APPROVED:	CITY OF VERNON ENGINEERING DEPARTMENT	CONTRACT No. CS-1204	PAVEMENT
DRAWN: MBELTRAN	CIVIL ENGINEER	PACIFIC BLVD., SANTA FE & VERNON AVE.		SHEET 1 OF 2
CHECKED: WALL	NO. 56356	STREET IMPROVEMENTS		P2777
REVIEWED: WALL	DATE:			

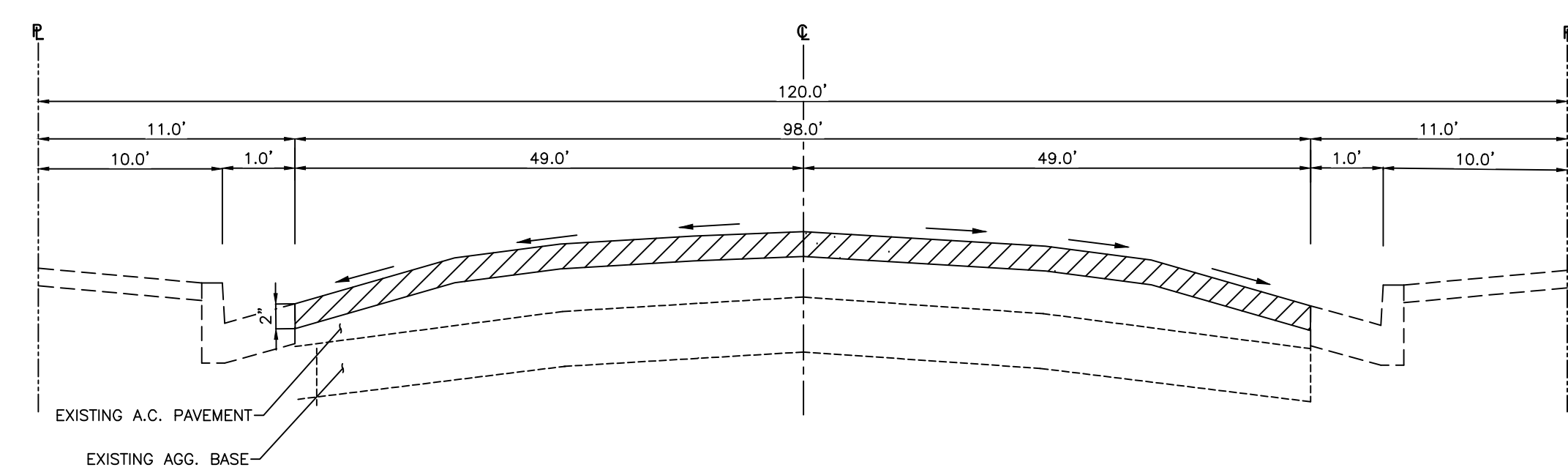


PACIFIC BLVD.

PACIFIC BLVD.

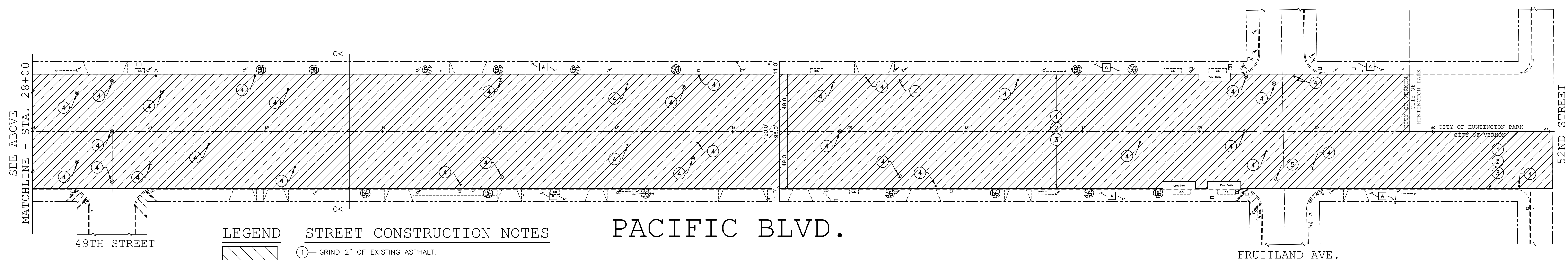


PACIFIC BLVD.



PACIFIC BLVD. CROSS SECTION C-C

NOT TO SCALE



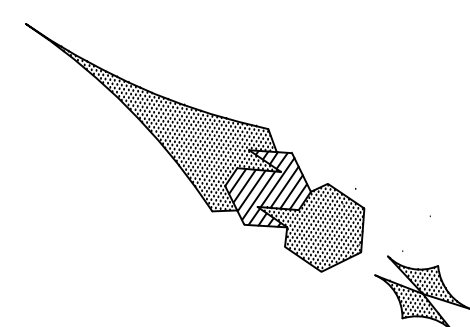
PACIFIC BLVD.

LEGEND



STREET CONSTRUCTION NOTES

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- 2— PLACE $\frac{3}{8}$ " THICK ASPHALT-RUBBER AGGREGATE MEMBRANE (ARAM) PER SPPWC 203-12 AND 302-10.
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- 8— RECONSTRUCT 6" OF C2-PG 70-10 ASPHALT OVER 6" OF CMB, BOTH 95% RELATIVE COMPACTIONS. SUBGRADE SHALL BE 90% COMPACTED.

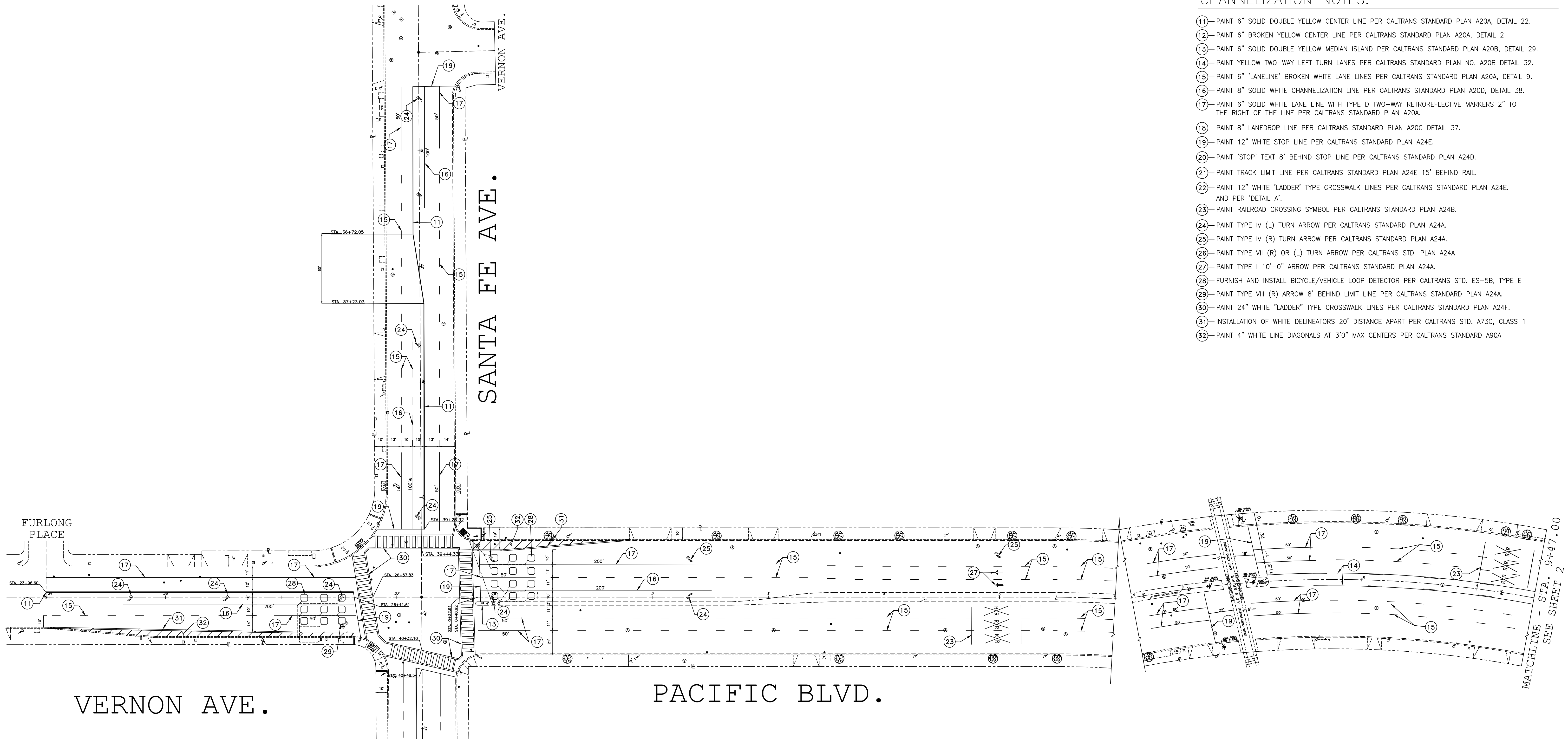


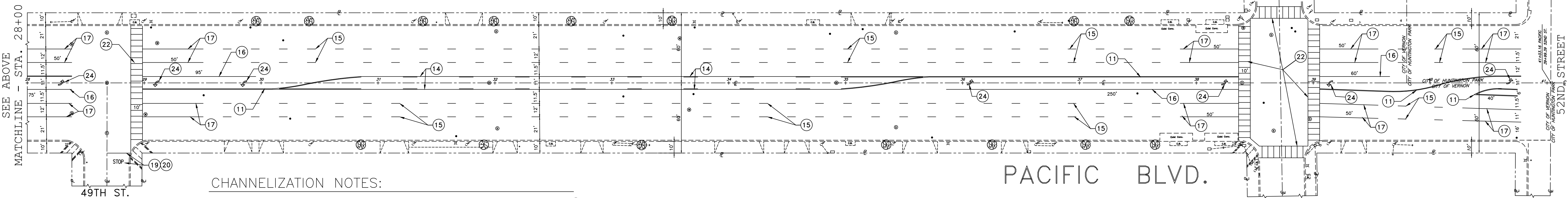
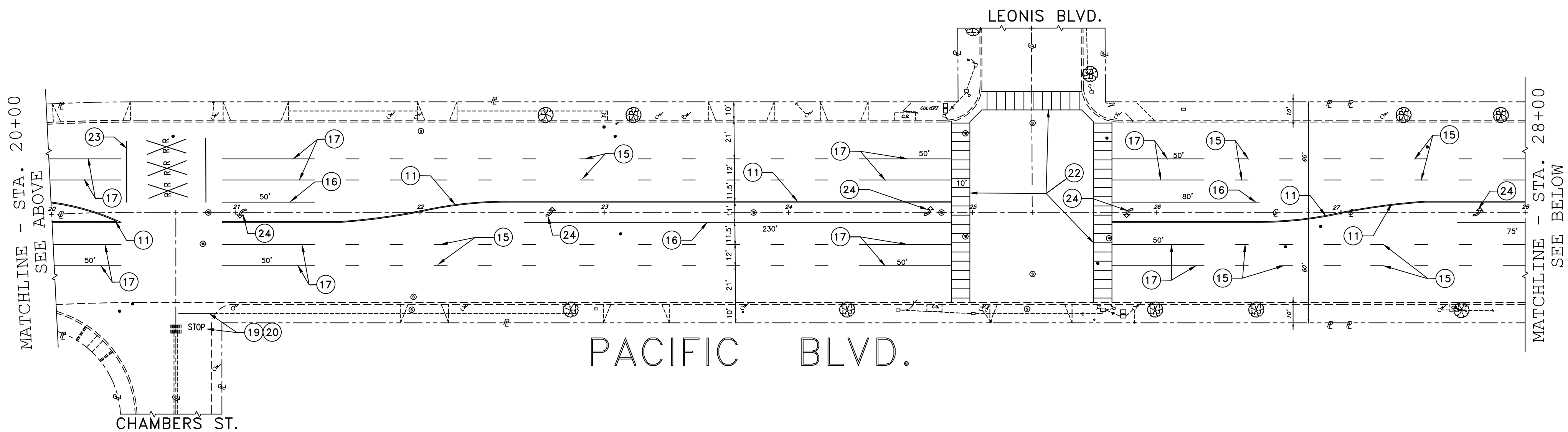
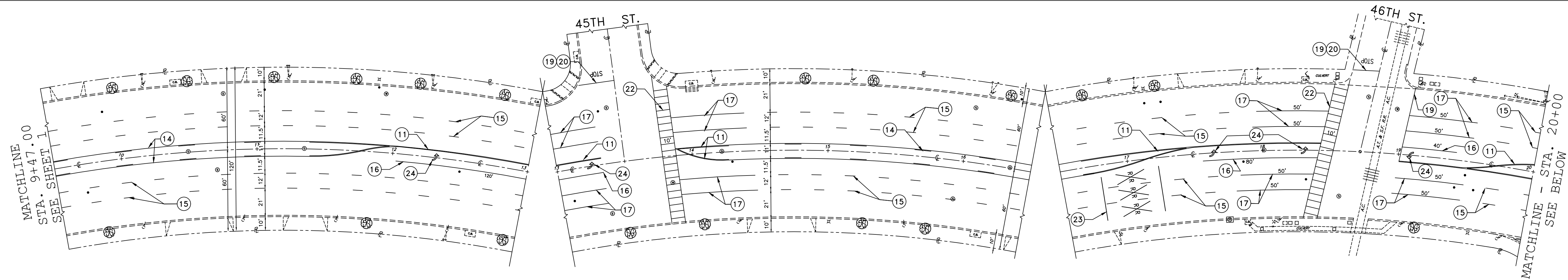
P L A N

SCALE 1"=40'



DESIGNED: MBELTRAN	APPROVED:	CITY OF VERNON ENGINEERING DEPARTMENT	CONTRACT No. CS-1204	PAVEMENT
DRAWN: MBELTRAN	CIVIL ENGINEER	PACIFIC BLVD., SANTA FE & VERNON AVE. STREET IMPROVEMENTS		SHEET 2 OF 2
CHECKED: WALL	No. 56356			P2777
REVIEWED: WALL	DATE:			



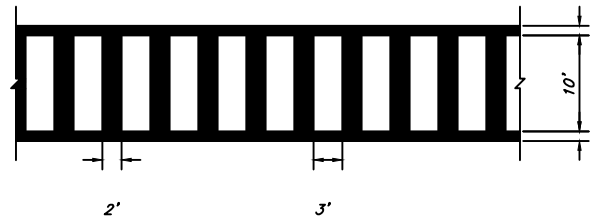


GENERAL CHANNELIZATION NOTES:

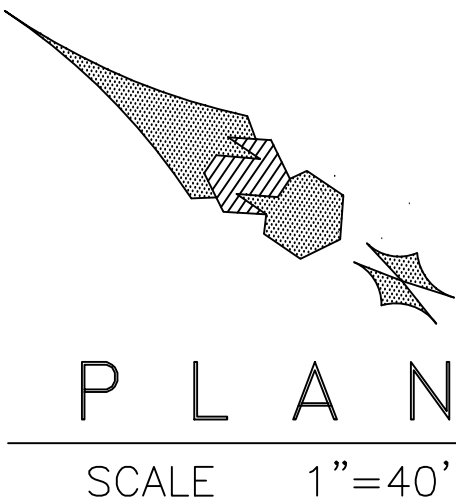
1. ALL STRIPING AND PAVEMENT MARKINGS SHALL CONFORM TO THE 2018 EDITION OF THE CALTRANS STD. PLAN/TRAFFIC MANUAL/CA MUTCD 2014.
2. TRANSITION CURVE FOR LEFT TURN POCKETS SHALL BE L= 60' UNLESS OTHERWISE NOTED.
3. LANELINE APPROACHES SHALL BE L= 50' UNLESS OTHERWISE NOTED.
4. INSTALL BLUE RETROREFLECTIVE RAISED PAVEMENT MARKERS AT FIRE HYDRANTS PER CALTRANS STD. 6-03.4.
5. LANE LINES AND CENTERLINES AT RAILROAD CROSSINGS SHALL TERMINATE 3 FEET FROM OUTSIDE TRACK.
6. CAT TRACKS SHALL BE PLACED WITHIN 48 HOURS AFTER RESURFACING/SLURRY SEAL.
7. FIRST ROW OF TRAFFIC LOOPS SHALL BE INSTALLED 1' BEHIND LIMIT LINE.
8. ALL PAVEMENT MARKINGS SHALL BE PER CALTRANS STANDARDS.
9. GRADE CROSSING PAVEMENT MARKING (RXR) SHALL BE PLACED DIRECTLY OPPOSITE THE GRADE CROSSING ADVANCE WARNING SIGN. CONTRACTOR SHALL NOTIFY CITY ENGINEER IF NO ADVANCE WARNING SIGN IS POSTED.
10. NO PASSING ZONE AT RAILROAD CROSSING SHALL TERMINATE 10 FEET PAST THE GRADE CROSSING PAVEMENT MARKING (RXR) UNLESS OTHERWISE NOTED ON THE PLANS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE ALL CONFLICTING CROSSWALKS OR LANE LINES.

CHANNELIZATION NOTES:

- 11—PAINT 6" SOLID DOUBLE YELLOW CENTER LINE PER CALTRANS STANDARD PLAN A20A, DETAIL 22.
- 12—PAINT 6" BROKEN YELLOW CENTER LINE PER CALTRANS STANDARD PLAN A20A, DETAIL 2.
- 13—PAINT 6" SOLID DOUBLE YELLOW MEDIAN ISLAND PER CALTRANS STANDARD PLAN A20B, DETAIL 29.
- 14—PAINT YELLOW TWO-WAY LEFT TURN LANES PER CALTRANS STANDARD PLAN NO. A20B DETAIL 32.
- 15—PAINT 6" 'LANELINE' BROKEN WHITE LANE LINES PER CALTRANS STANDARD PLAN A20A, DETAIL 9.
- 16—PAINT 8" SOLID WHITE CHANNELIZATION LINE PER CALTRANS STANDARD PLAN A20D, DETAIL 38.
- 17—PAINT 6" SOLID WHITE LANE LINE WITH TYPE D TWO-WAY RETROREFLECTIVE MARKERS 2" TO THE RIGHT OF THE LINE PER CALTRANS STANDARD PLAN A20A.
- 18—PAINT 8" LANEDROP LINE PER CALTRANS STANDARD PLAN A20C DETAIL 37.
- 19—PAINT 12" WHITE STOP LINE PER CALTRANS STANDARD PLAN A24E.
- 20—PAINT 'STOP' TEXT 8' BEHIND STOP LINE PER CALTRANS STANDARD PLAN A24D.
- 21—PAINT TRACK LIMIT LINE PER CALTRANS STANDARD PLAN A24E 15' BEHIND RAIL.
- 22—PAINT 12" WHITE 'LADDER' TYPE CROSSWALK LINES PER CALTRANS STANDARD PLAN A24E. AND PER 'DETAIL A'.
- 23—PAINT RAILROAD CROSSING SYMBOL PER CALTRANS STANDARD PLAN A24B.
- 24—PAINT TYPE IV (L) TURN ARROW PER CALTRANS STANDARD PLAN A24A.
- 25—PAINT TYPE IV (R) TURN ARROW PER CALTRANS STANDARD PLAN A24A.
- 26—PAINT TYPE VII (R) OR (L) TURN ARROW PER CALTRANS STD. PLAN A24A.
- 27—PAINT TYPE I 10'-0" ARROW PER CALTRANS STANDARD PLAN A24A.
- 28—FURNISH AND INSTALL BICYCLE/VEHICLE LOOP DETECTOR PER CALTRANS STD. ES-5B, TYPE E.
- 29—PAINT TYPE VIII (R) ARROW 8' BEHIND LIMIT LINE PER CALTRANS STANDARD PLAN A24A.
- 30—PAINT 24" WHITE "LADDER" TYPE CROSSWALK LINES PER CALTRANS STANDARD PLAN A24F.
- 31—INSTALLATION OF WHITE DELINEATORS 20' DISTANCE APART PER CALTRANS STD. A73C, CLASS 1.
- 32—PAINT 4" WHITE LINE DIAGONALS AT 3'0" MAX CENTERS PER CALTRANS STANDARD A90A.



DETAIL A
CROSSWALK

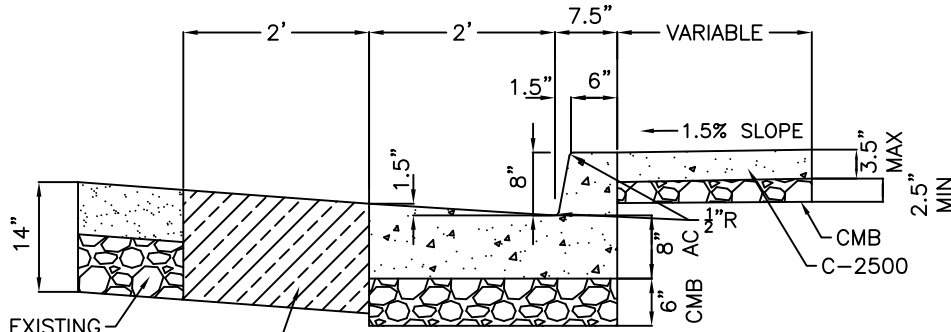


DESIGNED: MBELTRAN	APPROVED:	CITY OF VERNON ENGINEERING DEPARTMENT	CONTRACT No. CS-1204	CHANNELIZATION
DRAWN: MBELTRAN	CIVIL ENGINEER	PACIFIC BLVD., SANTA FE & VERNON AVE. STREET IMPROVEMENTS		SHEET 2 OF 2 P2777
CHECKED: WALL	NO. 56356			
REVIEWED: WALL	DATE:			

EXHIBIT C
EQUAL EMPLOYMENT OPPORTUNITY
PRACTICES PROVISIONS

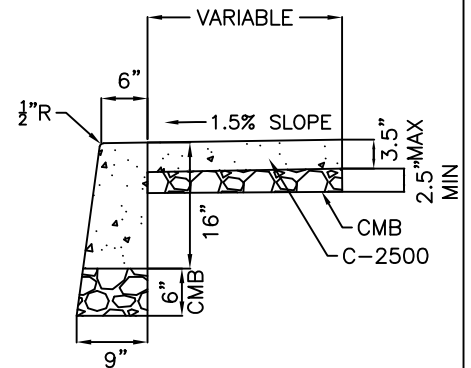
- A. Contractor certifies and represents that, during the performance of this Agreement, the contractor and each subcontractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religious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

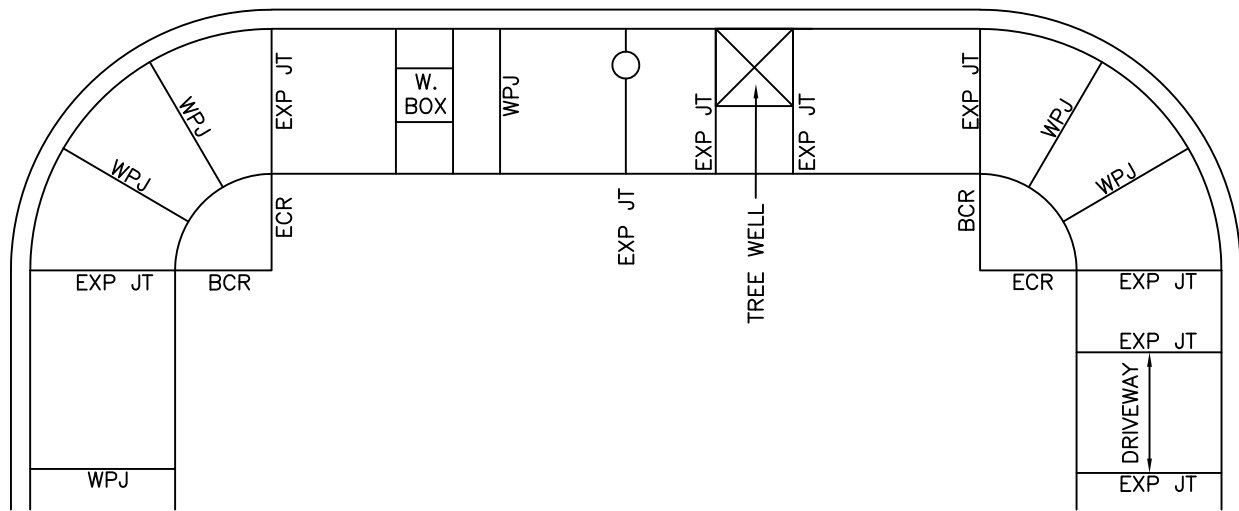


REMOVE IF NECESSARY
SEE NOTE 8.

CURB AND GUTTER



CURB



NOTES:

- WEAKENED PLANE JOINTS SHALL BE USED AT REGULAR INTERVALS 10 FEET IN WALKS AND 20 FEET IN CURB AND GUTTERS.
- $\frac{1}{4}$ " 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.
- ALL CONCRETE WORK SHALL BE ONE COURSE. NO TOPPING PERMITTED.
- MATCH JOINT LINES WHEN REPLACING EXISTING SIDEWALK.
- CURB FACE SHALL BE A STEEL TROWEL AND FINE HAIR BROOM FINISH.
- FLOWLINE OF THE GUTTER SHALL HAVE A 4" SHINER.
- ALL CURB HEIGHT SHALL BE 8" & GUTTER WIDTH SHALL BE 2' UNLESS APPROVED BY CITY ENGINEER.
- 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 (FINISHED 2" C2-PG70-10 OVER 6" B-PG70-10) OVER 6" CMB, ASPHALT SHALL BE FLUSH WITH GUTTER.
- SIDEWALK BACKFILL TO BE COMPACTED TO 90%. USE 3 $\frac{1}{2}$ " CLASS 520-C-2500 CEMENT CONCRETE OVER 2 $\frac{1}{2}$ " CMB.

REVISIONS		
DATE	DESCRIPTION	INITIALS
5/30/18	CREATED	MA
7/26/18	UPDATED	MB
7/7/21	UPDATED	AE

**STANDARD SIDEWALK,
CURB, AND GUTTER**
CITY OF VERNON, PUBLIC WORKS DEPARTMENT
JULY 2021

STANDARD PLAN
PV 582
1 OF 1



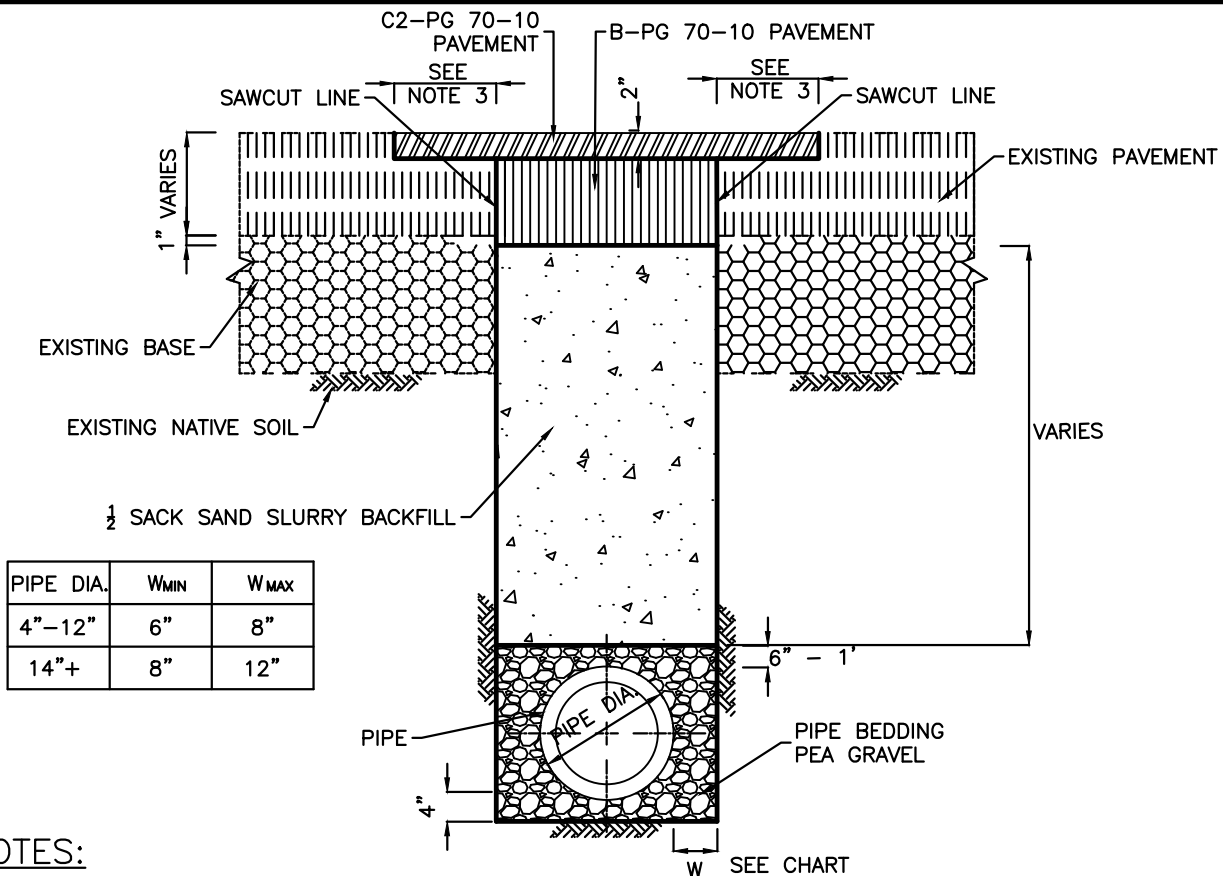
- ## REVISIONS

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

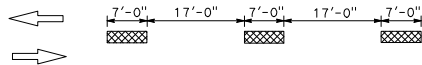
STANDARD PLAN

V2264

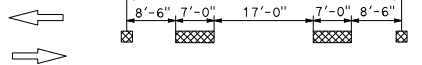
2 OF 2

CENTERLINES (2 LANE HIGHWAYS)

DETAIL 1



DETAIL 2

~~DETAIL 3~~

DETAIL 3 DELETED

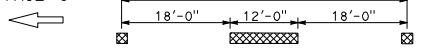
~~DETAIL 4~~

DETAIL 4 DELETED

DETAIL 5



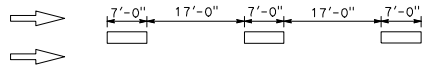
DETAIL 6

~~DETAIL 7~~

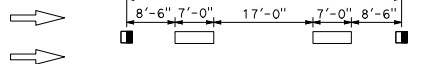
DETAIL 7 DELETED

LANELINES (MULTILANE HIGHWAYS)

DETAIL 8

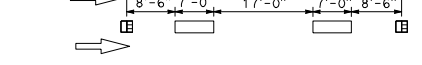


DETAIL 9



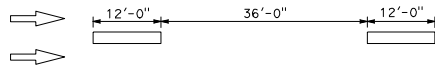
DETAIL 9A

SEE NOTE

~~DETAIL 10~~

DETAIL 10 DELETED

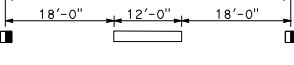
DETAIL 11



LANELINES (Cont)

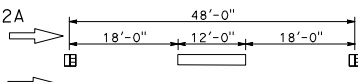
(MULTILANE HIGHWAYS)

DETAIL 12



DETAIL 12A

SEE NOTE

~~DETAIL 13~~

DETAIL 13 DELETED

~~DETAIL 14~~

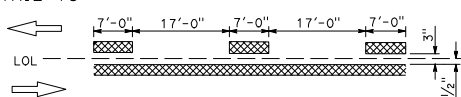
DETAIL 14 DELETED

~~DETAIL 14A~~

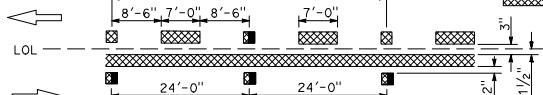
DETAIL 14A DELETED

NO PASSING ZONES-ONE DIRECTION

DETAIL 15

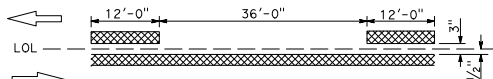


DETAIL 16

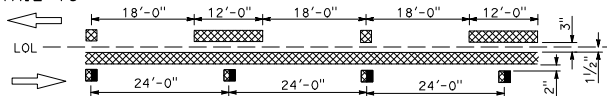
~~DETAIL 17~~

DETAIL 17 DELETED

DETAIL 18



DETAIL 19

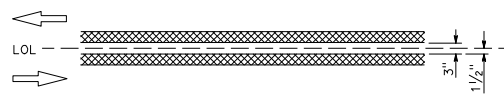
~~DETAIL 20~~

DETAIL 20 DELETED

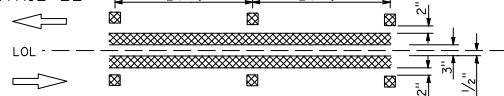
NOTE:
FOR FREEWAY APPLICATION ONLY

NO PASSING ZONES-TWO DIRECTION

DETAIL 21



DETAIL 22

~~DETAIL 23~~

DETAIL 23 DELETED

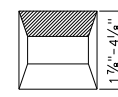
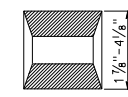
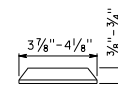
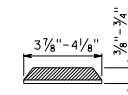
LEGEND

MARKERS

- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE

LINES

- 6" WHITE
- 6" YELLOW



TYPE C AND TYPE D

TYPE G AND TYPE H

RETROREFLECTIVE FACE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

A20A

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

Atifa Ferrouz
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

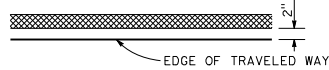
THE STATE OF CALIFORNIA OR ITS OFFICERS
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THE ACCURACY OR COMPLETENESS OF SCANNED
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REGISTERED PROFESSIONAL ENGINEER
Atifa Ferrouz
No. C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

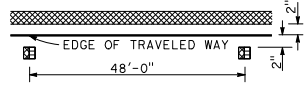
LEFT EDGELINES

(DIVIDED HIGHWAYS)

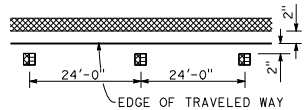
DETAIL 24



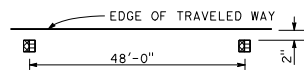
DETAIL 25



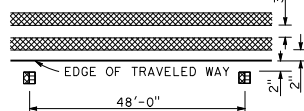
DETAIL 25A



DETAIL 26

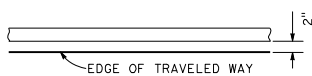


DETAIL 27

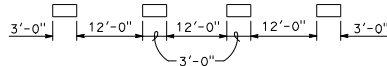
**RIGHT EDGELINES**~~DETAIL 27A~~

DETAIL 27A DELETED

DETAIL 27B

**RIGHT EDGELINE EXTENSION THROUGH INTERSECTIONS**

DETAIL 27C

**MEDIAN ISLANDS**

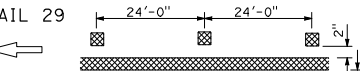
DETAIL 28



LOL



DETAIL 29



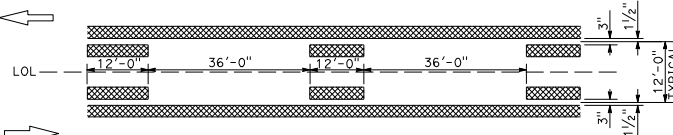
LOL

~~DETAIL 30~~

DETAIL 30 DELETED

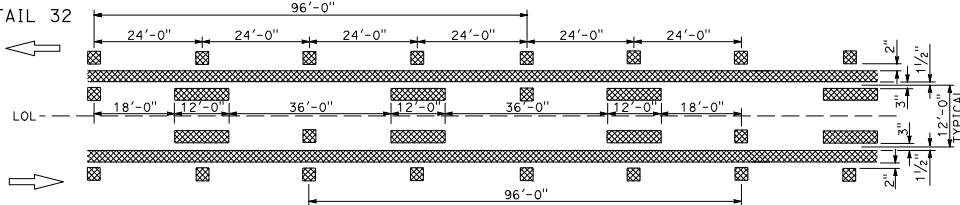
TWO-WAY LEFT TURN LANES

DETAIL 31



LOL

DETAIL 32



LOL

~~DETAIL 33~~

DETAIL 33 DELETED

LEGEND**MARKERS**

- TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE
- TYPE RY RED-YELLOW RETROREFLECTIVE

LINES

- 6" WHITE
- 6" YELLOW

INTERSECTION TREATMENTS

DETAIL 34

LOL

1 1/2"

2"

3"

100'-0" Min

LOL

1 1/2"

2"

3"

100'-0" Min

LOL

1 1/2"

2"

3"

100'-0" Min

LOL

1 1/2"

2"

3"

100'-0" Min

LOL

1 1/2"

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100'-0" Min

LOL

1 1/2"

2"

3"

100'-0" Min

LOL

1 1/2"

2"

3"

100'-0" Min

LOL

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL SHEETS

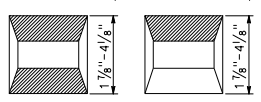
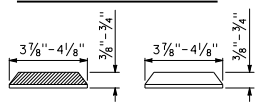
Atifa Ferouzi
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

No. C80402
EXP. 3-31-19
CIVIL

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REGISTERED PROFESSIONAL ENGINEER
Atifa Ferouzi
No. C80402
EXP. 3-31-19
CIVIL
STATE OF CALIFORNIA

MARKER DETAILS

TYPE RY AND TYPE D

TYPE H

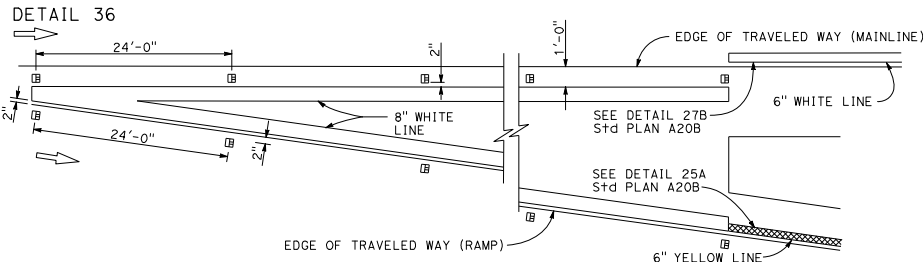
RETROREFLECTIVE FACE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS**

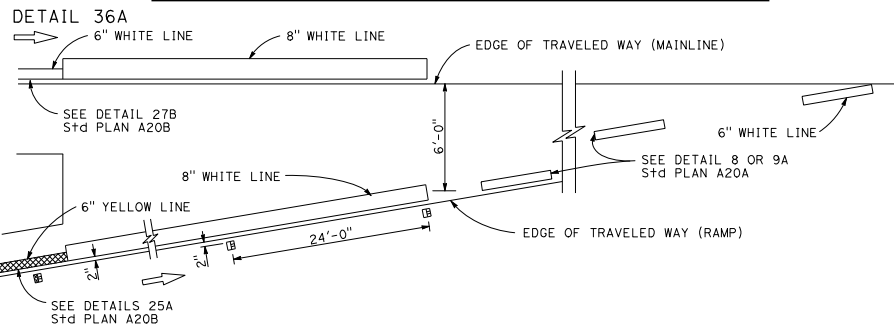
NO SCALE

A20B

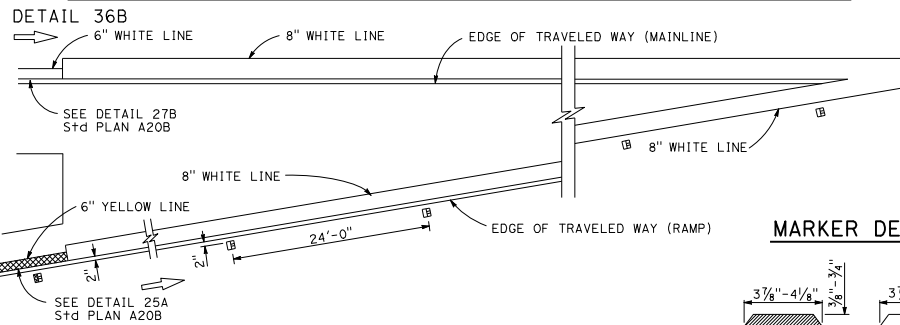
EXIT RAMP NEUTRAL AREA (GORE) TREATMENT



ENTRANCE RAMP NEUTRAL AREA (MERGE) TREATMENT



ENTRANCE RAMP NEUTRAL AREA (ACCELERATION LANE) TREATMENT

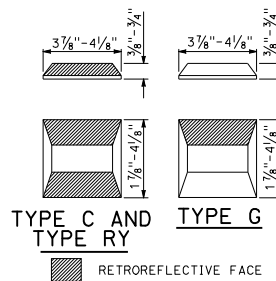


LEGEND:

MARKERS

- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- TYPE RY RED-YELLOW RETROREFLECTIVE

MARKER DETAILS



DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL SHEETS

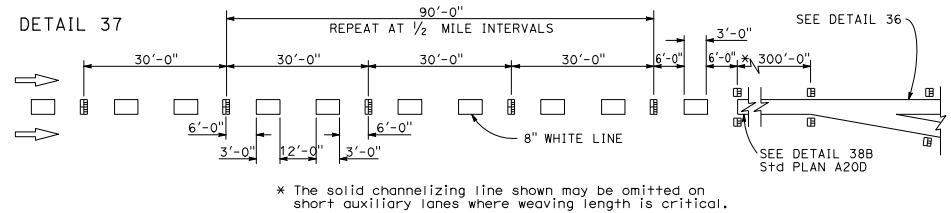
Atifa Ferouz
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

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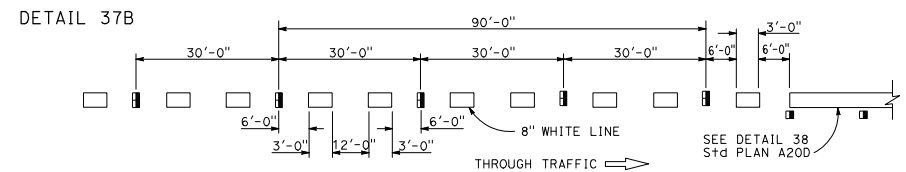
Atifa Ferouz
No. C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

LANE DROP AT EXIT RAMP



DETAIL 37A DELETED

LANE DROP AT INTERSECTIONS



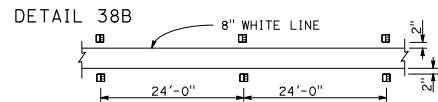
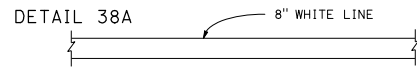
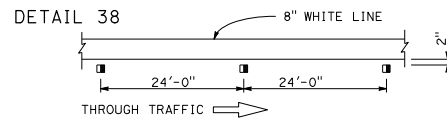
DETAIL 37C DELETED

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

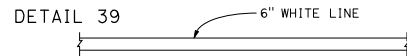
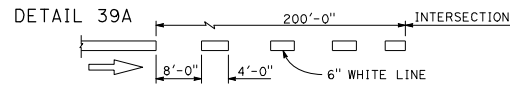
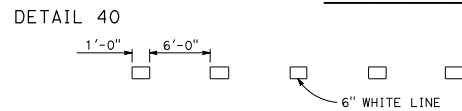
**PAVEMENT MARKERS
AND TRAFFIC LINES
TYPICAL DETAILS**

NO SCALE

A20C

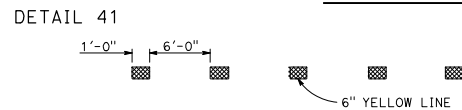
CHANNELIZING LINE

~~DETAIL 38C~~ DETAIL 38C DELETED

BIKE LANE LINE**INTERSECTION LINE
BIKE LANE****LANE LINE EXTENSIONS
THROUGH INTERSECTIONS**

~~DETAIL 40A~~

DETAIL 40A DELETED

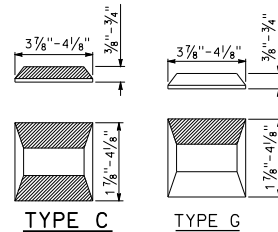
**CENTER LINE EXTENSIONS
THROUGH INTERSECTIONS**

~~DETAIL 41A~~

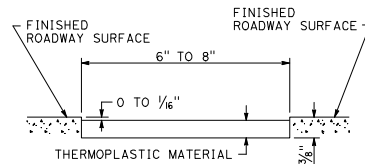
DETAIL 41A DELETED

LEGEND**MARKERS**

TYPE C RED-CLEAR RETROREFLECTIVE
TYPE G ONE-WAY CLEAR RETROREFLECTIVE
6" YELLOW LINE

MARKER DETAILS

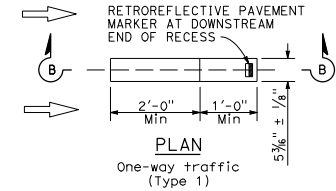
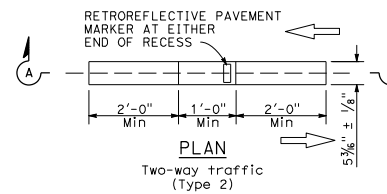
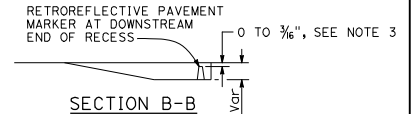
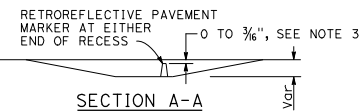
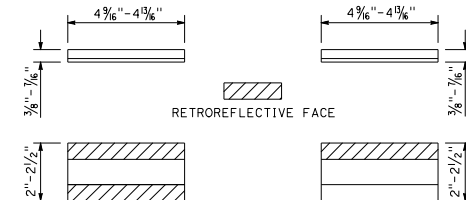
RETROREFLECTIVE FACE

**DETAIL FOR RECESSED
THERMOPLASTIC TRAFFIC STRIPE**

See Notes A and B.

RECESSED THERMOPLASTIC NOTES

- A. See typical traffic line details for pavement marking patterns.
- B. The top of the thermoplastic installed in recessed pavement shall be 0 to 1/16" below the pavement surface.

**RECESS DETAIL FOR
RETROREFLECTIVE PAVEMENT MARKER****RECESSED MARKER NOTES:**

1. See typical traffic line details for marker patterns to be used with recessed pavement markers. Detail 14A requires a Type 2 recess.
2. The retroreflective pavement markers shown for recessed installations are not to be used for non-recessed installations.
3. The top of pavement markers installed in recesses shall be 0 to 3/16" below the pavement surface.

TYPE C AND TYPE D TYPE G AND TYPE H
See Notes 1 and 2.

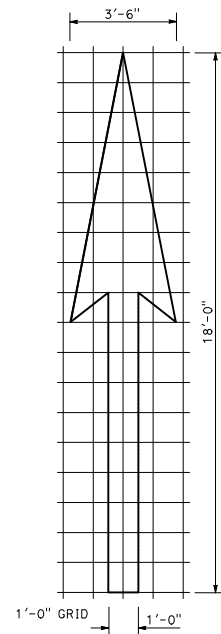
**RETROREFLECTIVE PAVEMENT MARKER
FOR RECESSED INSTALLATION**

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

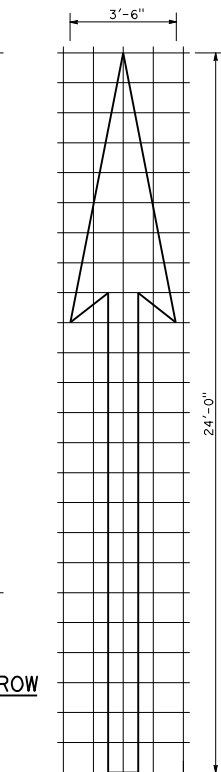
**PAVEMENT MARKERS
AND TRAFFIC LINES
TYPICAL DETAILS**

NO SCALE

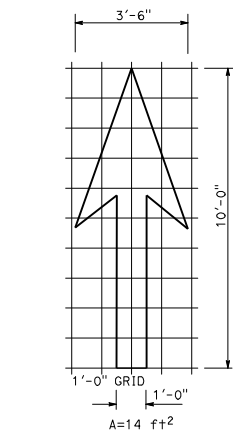
A20D



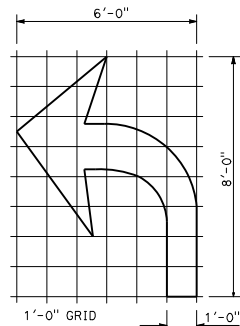
TYPE I 18'-0" ARROW



TYPE I 24'-0" ARROW



TYPE I 10'-0" ARROW

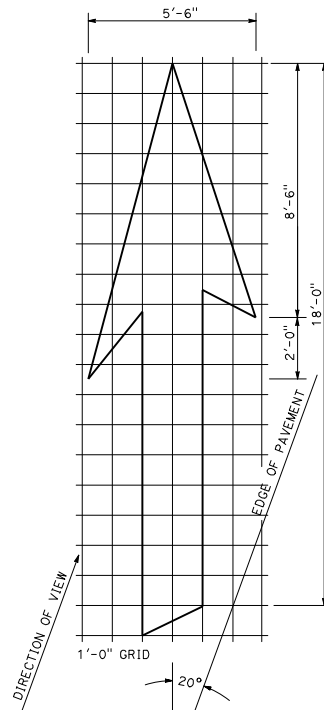


TYPE IV (L) ARROW

(For Type IV (R) arrow,
use mirror image)

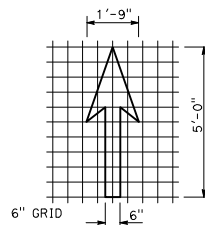
NOTE:

Minor variations in dimensions
may be accepted by the Engineer.

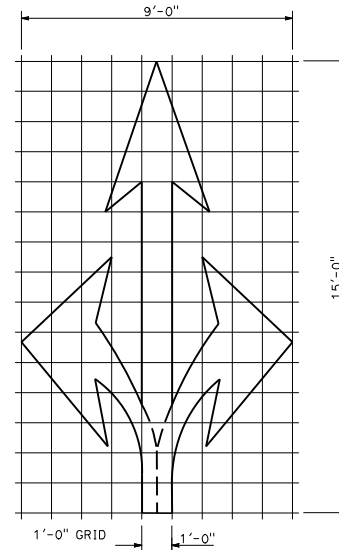


TYPE VI ARROW

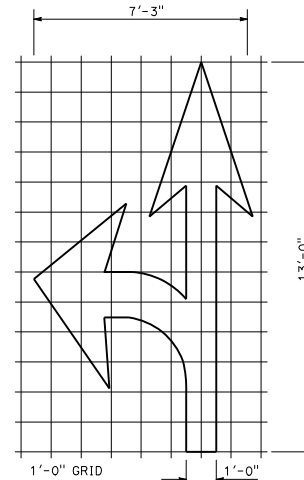
Right lane drop arrow
(For left lane,
use mirror image)



BIKE LANE ARROW



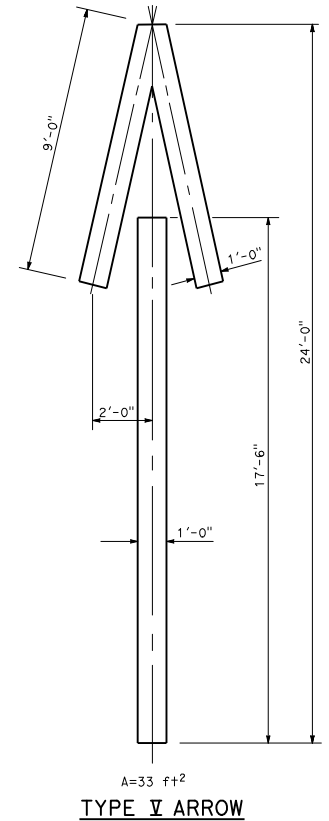
TYPE VIII ARROW



TYPE VII (L) ARROW

(For Type VII (R) arrow,
use mirror image)

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS
May 31, 2018 PLANS APPROVAL DATE 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.				
REGISTERED CIVIL ENGINEER Atifa Ferouzi No. C80402 Exp. 3-31-19 CIVIL STATE OF CALIFORNIA				



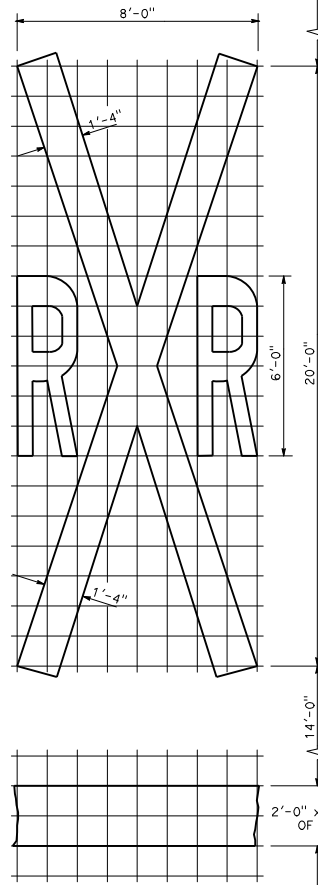
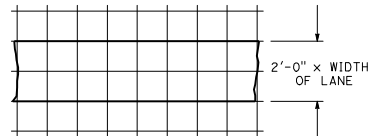
TYPE V ARROW

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
ARROWS**

NO SCALE

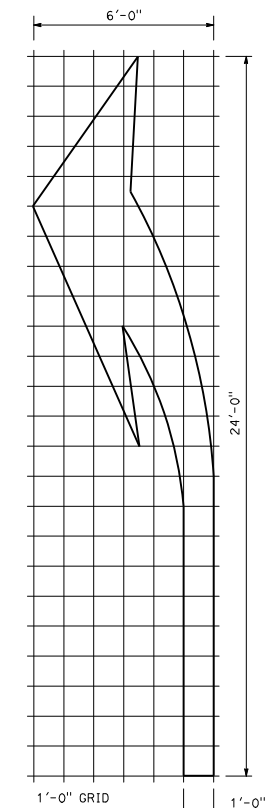
A24A

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS
<p><i>Atifa Ferouz</i> REGISTERED CIVIL ENGINEER</p> <p>May 31, 2018 PLANS APPROVAL DATE</p> <p>No. C80402 Exp. 3-31-19 CIVIL STATE OF CALIFORNIA</p> <p>REGISTERED PROFESSIONAL ENGINEER</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>				



RAILROAD CROSSING SYMBOL

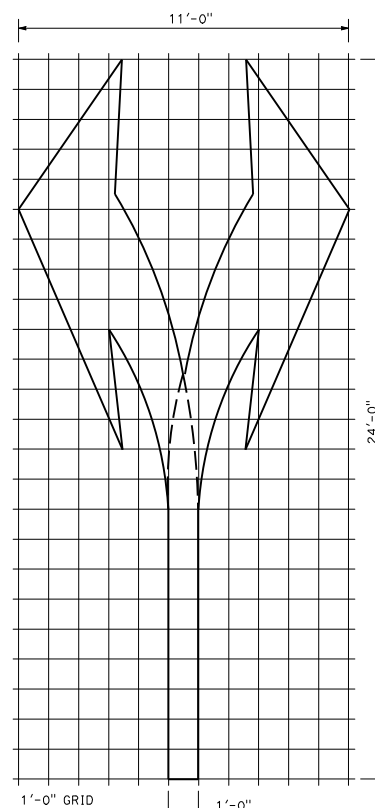
* 70 ft² does not include the 2'-0" x variable width transverse lines.



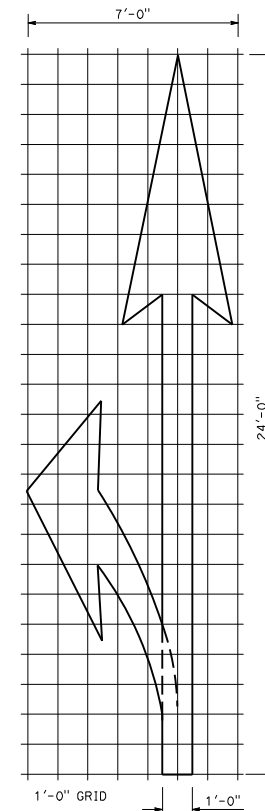
A=42 ft²
TYPE III (L) ARROW
(For Type III (R) use mirror image)

NOTE:

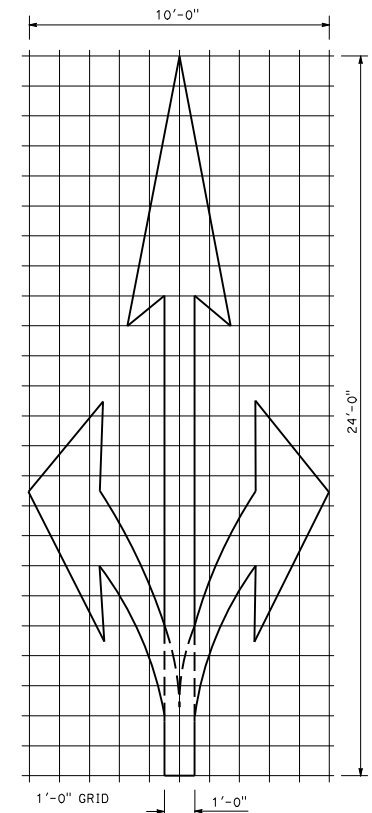
Minor variations in dimensions may be accepted by the Engineer.



A=73 ft²
TYPE III (B) ARROW



A=45 ft²
TYPE II (L) ARROW
(For Type II (R) use mirror image)



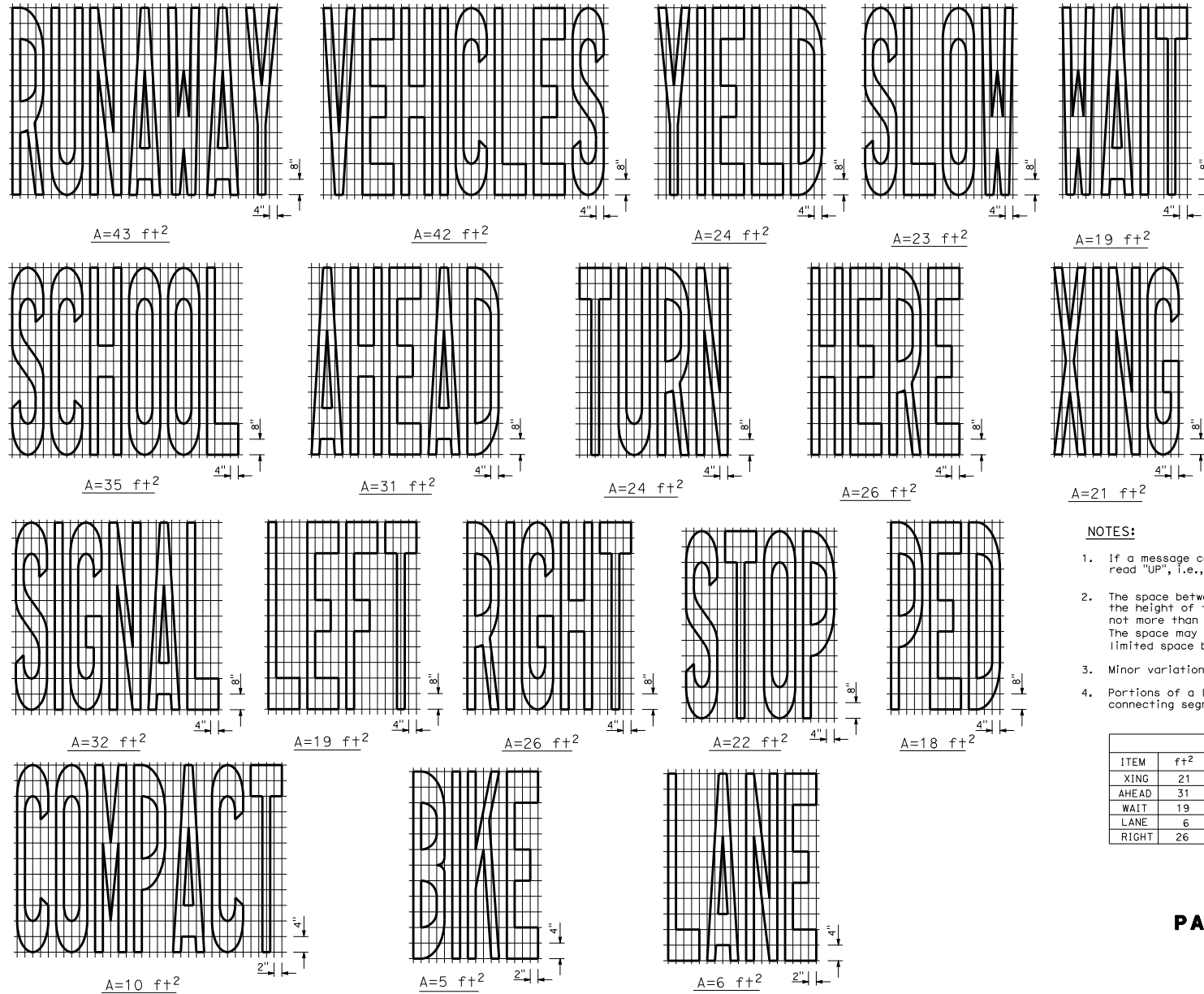
A=59 ft²
TYPE II (B) ARROW

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS ARROWS AND SYMBOLS

NO SCALE

A 24B



DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS

Atifa Ferouzi
 REGISTERED CIVIL ENGINEER
 May 31, 2018
 PLANS APPROVAL DATE
 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.

Atifa Ferouzi
 No. C80402
 Exp. 3-31-19
 CIVIL
 STATE OF CALIFORNIA

NOTES:

1. If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.

WORD MARKINGS

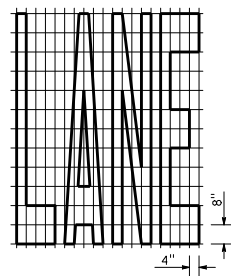
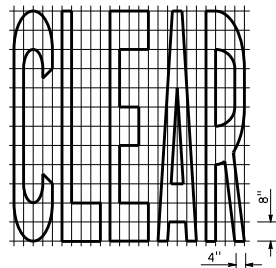
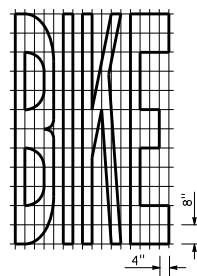
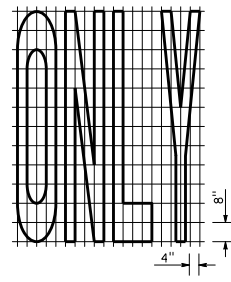
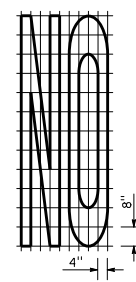
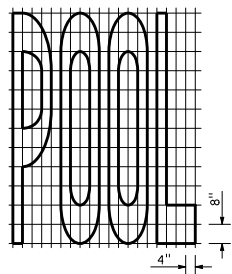
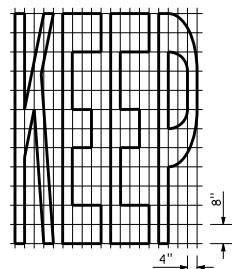
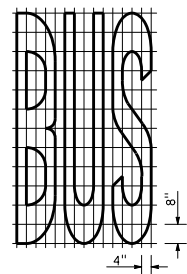
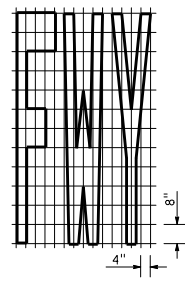
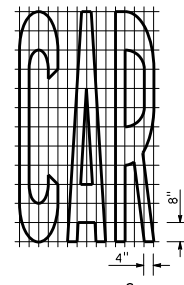
ITEM	f+2	ITEM	f+2	ITEM	f+2	ITEM	f+2
XING	21	YIELD	24	BIKE	5	PED	18
AHEAD	31	SCHOOL	35	SLOW	23	COMPACT	10
WAIT	19	SIGNAL	32	STOP	22	RUNAWAY	43
LANE	6	TURN	24	LEFT	19	VEHICLES	42
RIGHT	26	HERE	26				

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS WORDS

NO SCALE

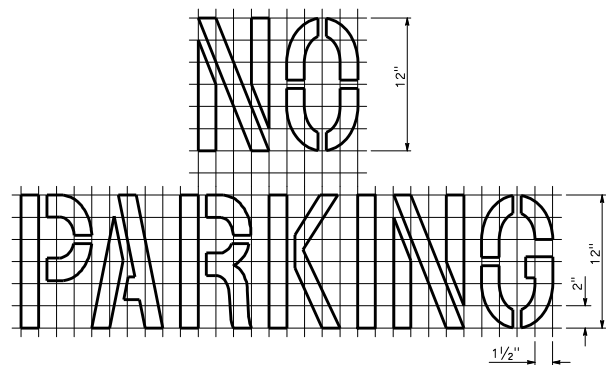
A 24D


 $A=24 f+2$

 $A=27 f+2$

 $A=21 f+2$

 $A=22 f+2$

 $A=14 f+2$

 $A=23 f+2$

 $A=24 f+2$

 $A=20 f+2$

 $A=16 f+2$

 $A=17 f+2$

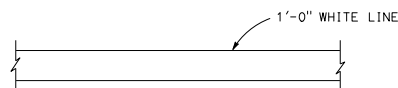
WORD MARKINGS			
ITEM	f+2	ITEM	f+2
LANE	24	NO	14
POOL	23	BIKE	21
CAR	17	BUS	20
CLEAR	27	ONLY	22
KEEP	24	FWY	16

NOTES:

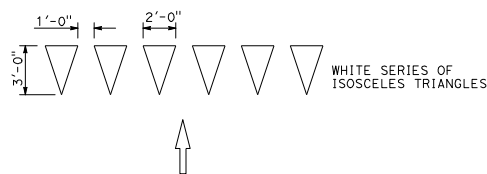
1. If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.
5. The words "NO PARKING" pavement marking is to be used for parking facilities. For typical locations of markings, see Standard Plans A90A and A90B.
6. The words "NO PARKING", shall be painted in white letters no less than 1'-0" high on a contrasting background and located so that it is visible to traffic enforcement officials.


 $A=2 f+2$

See Notes 6 and 7



LIMIT LINE (STOP LINE)


 WHITE SERIES OF
ISOSCELES TRIANGLES

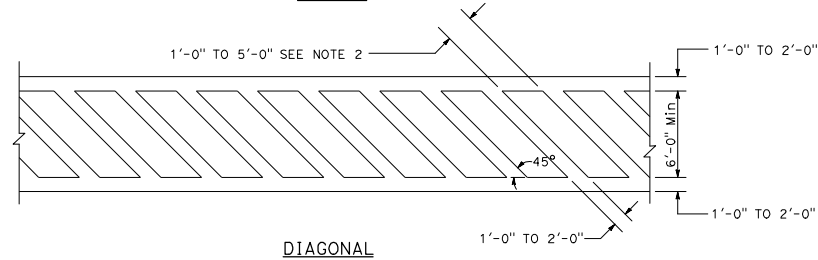
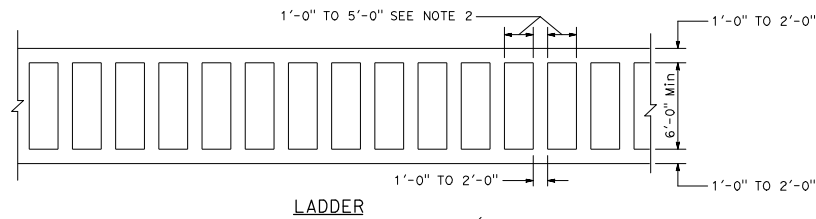
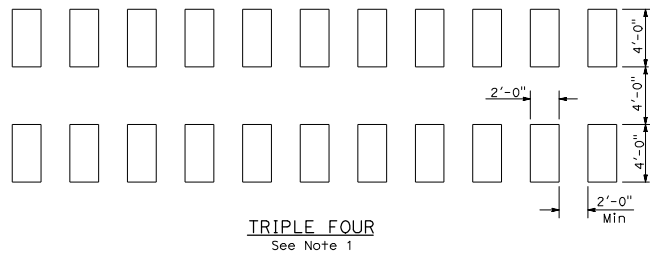
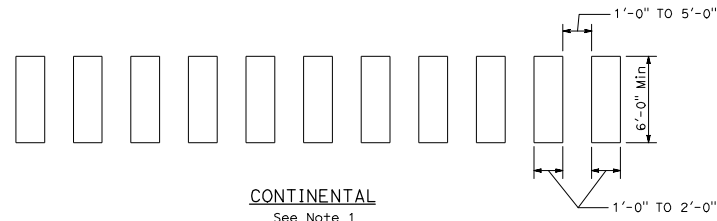
YIELD LINE

 STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS WORDS, LIMIT AND YIELD LINES

NO SCALE

A24E



HIGHER VISIBILITY CROSSWALKS

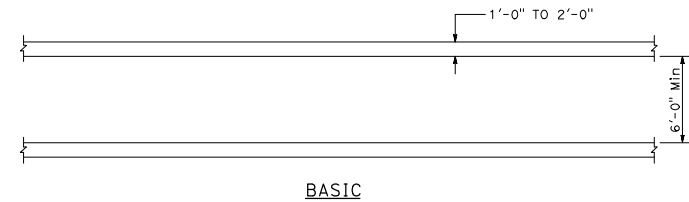
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

Atifa Ferouzi
 REGISTERED CIVIL ENGINEER
 May 31, 2018
 PLANS APPROVAL DATE
 No. C80402
 Exp. 3-31-19
 CIVIL
 STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS
 OR AGENTS SHALL NOT BE RESPONSIBLE FOR
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NOTES:

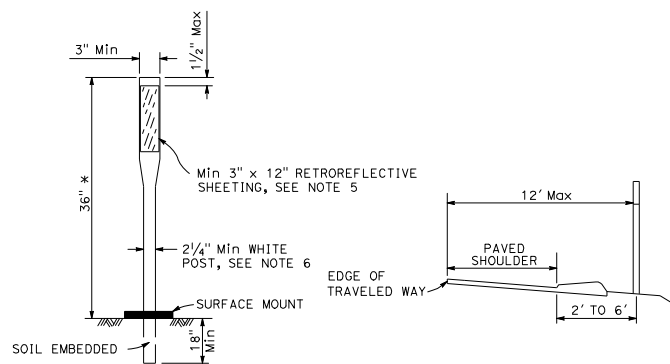
1. Spaces between markings must be placed in wheel tracks of each lane.
2. Spacings not to exceed 2.5 times width of longitudinal line.
3. All crosswalk markings must be white except those near schools must be yellow.



STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
 CROSSWALKS**

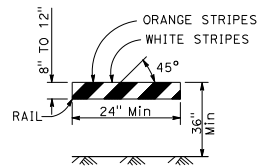
NO SCALE

A24F

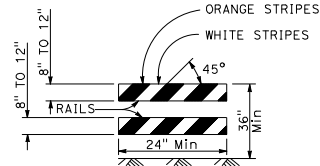


* 36" Min where speeds are 40 miles/h or less.

CHANNELIZERS



TYPE I BARRICADE
See Note A



TYPE II BARRICADE

BARRICADES (See Note 3)

Only face of rails shown. Barricade construction materials and supports as specified in the specifications.

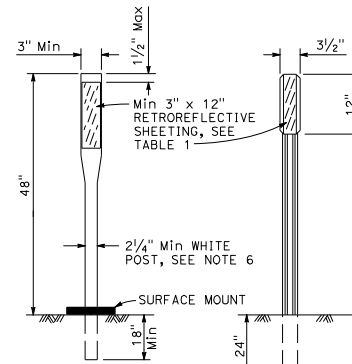
TABLE 2 - BARRICADES			
BARRICADE	TYPE I	TYPE II	TYPE III
WIDTH OF RAIL	8" Min - 12" Max *	8" Min - 12" Max *	8" Min - 12" Max *
LENGTH OF RAIL	24" Min	24" Min	48" Min
WIDTH OF STRIPES * *	6"	6"	6"
HEIGHT	36" Min	36" Min	60" Min
NUMBER OF RETROREFLECTIVE RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTION

* For the wooden option dimensions are nominal lumber dimensions.

* * For rails less than 36" long, 4" wide stripes shall be used.

NOTE A:

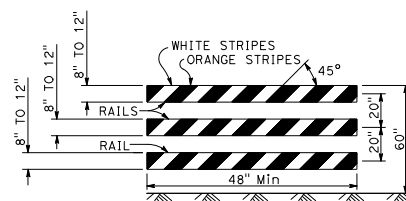
Barricades to have a minimum of 270 square inches of retroreflective area facing traffic when used on freeways, expressways, and other high speed highways.



**CLASS 1
FLEXIBLE POST**

**CLASS 2
METAL POST**
See Note 4

DELINEATORS



TYPE III BARRICADE

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

Atifa Farouzi
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

Atifa Farouzi
No. C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

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.

TYPE	RETROREFLECTIVE SHEETING	
	FRONT	BACK
E	WHITE	WHITE (SEE NOTE 1)
F	WHITE	NONE
G	YELLOW	NONE
J	RED	NONE

NOTES:

- The retroreflective sheeting used on the back of delineator shall be a minimum size of 3" x 3".
- The type of delineator to be installed will be designated on the plans.
- All barricade stripes shall be retroreflective and sloped downward in the direction of the opened traffic lane.
- See Standard Plan A73B for Metal Post Details.
- Unless shown otherwise on the plans, or as directed by the Engineer, the color of the retroreflective sheeting for permanent channelizers shall conform to the color of the pavement markings it supplements.
- Except, Class 1 (Flexible Post) temporary delineators and temporary channelizers in work zones shall be orange post with white retroreflective sheeting.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

DELINEATORS, CHANNELIZERS AND BARRICADES

NO SCALE

A73C

NOTICE INVITING BIDS
for
Pacific Blvd., Santa Fe & Vernon Ave.
Street Improvements
in the
City of Vernon, California

Bids are to be signed and submitted in TRIPLICATE. ONE ORIGINAL AND TWO COPIES of sealed bids must be received prior to **2:00 p.m., on January 6, 2022**, 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., January 6, 2022.*** 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 December 29, 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: Margarita Beltran, Associate Engineer
Phone: (323) 583-8811 ext. 377
Email: mbeltran@ci.vernon.ca.us

Mandatory Qualifications for Bidder and Designated Subcontractors:

A Bid may be rejected as non-responsive if the Bidder fails to meet the essential requirements for qualification.

General Scope of Work:

Contractor shall furnish labor, materials, equipment, services, and specialized skills to perform work involved in the Project. The Work in the Bid is defined in the Project Drawings and Specifications and will generally include the following:

Contractor shall furnish labor, materials, equipment, services, and specialized skills to perform work involved in the Project. The Work in the Bid is defined in the Project Drawings and Specifications and will generally include:

The project consists of a 2" deep removal of existing asphalt, placement of 3/8" thick asphalt rubber aggregate membrane (ARAM), placement of 1-5/8" thick C2-PG-70-10 asphalt concrete installed in one lift. In addition, the project includes the adjustment of manholes and valves to new grade. To finalize, new street striping and traffic markings shall be installed on the same area where new asphalt was applied.

The work shall be done in accordance with City Contract CS-1204. In the event of any conflicts, refer to the Procedure of Contract Documents" contained in General Conditions, Section 1.10.

Mandatory Qualifications for Bidder and Designated Subcontractors:

A Bid may be rejected as non-responsive if the Bid fails to document that Bidder meets the essential requirements for qualification. As part of the Bidder's Statement of Qualifications, each Bid must establish that:

Bidder satisfactorily completed at least **three (3)** prevailing wage public contracts in California; each comparable in scope and scale to this Project, within three (3) years prior to the Bid Deadline and with a dollar value in excess of the Bid submitted for this Project. In addition, if the Bidder intends to self-perform the striping and traffic markings work, Bidder shall satisfy the mandatory qualifications described in the Specialty Contractor Statement of Qualifications applicable to such Work and submit the completed forms with the Bid.

Subcontractors listed for the street striping and traffic markings work must satisfy the mandatory qualifications described in the Specialty Contractors' Statements of Qualifications applicable to the Work to be performed by each Subcontractor and Bidder must submit the completed forms with the Bid.

Other Bidding Information:

1. Contract Time: This Work must be completed within **45** 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. Bidding Documents. Bids must be made on the Proposal Form contained herein.
4. 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 \$985,000 to \$989,000.

5. 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.

6. Contractor's License. At the time of the Bid Deadline and at all times during performance of the Work, including full completion of all corrective work during the Correction Period, Contractor must possess a California contractor's license or licenses, current and active, of the classification required for the Work, in accordance with the provisions of Chapter 9, Division 3, Section 7000 et seq. of the Business and Professions Code. In compliance with Public Contract Code Section 3300, the City has determined that the Bidder must possess the following license(s): Class A, General Engineering Contractor License from the California State License Board. In addition, if Bidder intends to self-perform street striping and traffic markings work, bidder must possess the following licenses: C-32 Parking and Highway Improvement as applicable to such self-performed Work. The Bidder will not receive a Contract award if at the time of submitting the bid, the Bidder is unlicensed, does not have all of the required licenses, or one or more of the licenses are not current and active. If the City discovers at the time of the Bid Deadline that Contractor is unlicensed, does not have all of the required licenses, or one or more of the licenses are not current and active, the City may reject the Bid, cancel the award, declare the Bid Bond as forfeited, keep the Bid Bond's proceeds, and exercise any one or more of the remedies in the Contract Documents in addition to those provided by law.

7. 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.

8. 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.

9. 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.

10. Bid Irrevocability. Bids shall remain open and valid for ninety (90) calendar days after the Bid Deadline.

11. Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of securities for withheld funds is permitted in accordance therewith.

12. 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/.

13. 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).

14. 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: Pacific Blvd., Santa Fe & Vernon Ave.
Street Improvements
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: **January 6, 2022 at 2:00 p.m.** (“Bid Deadline”)

Bids will be received and opened at the Office of the City Clerk, 4305 Santa Fe Avenue, Vernon,
CA 90058

The bid must be received by the City Clerk prior to the time set for bid opening. A bid received by the City Clerk after the time set for the bid opening is a non-responsive bid and shall not be considered.

GENERAL BID REQUIREMENTS

To be considered, a bidder must strictly follow the format for bids in the specifications. Bids must be binding and firm. Any bids may be withdrawn before bid opening, but bids shall remain open and valid for ninety (90) calendar days after the Bid Deadline.

1. CONTRACTORS LICENSE

The Bidder must possess a valid State of California Contractors License and must list type in the classification(s) specified in the Notice Inviting Bids at the time of the Bid Deadline and at all times during the performance of the Work, except as otherwise provided in California Business and Professions Code Section 7028.15.

2. INTERPRETATION OF BIDDING DOCUMENTS, SPECIFICATIONS AND ADDENDA

- A. If any Bidder contemplating submitting a Bid is in doubt as to the true meaning of any part of the Bidding Documents, or who finds discrepancies, errors or omissions therein or who finds variances in any of the Bidding Documents with applicable law, such Bidder shall at once submit a written request for an interpretation or correction thereof to the City’s representative identified in the Notice Inviting Bids, or other designated individual. All Bidders shall submit such written requests to City not less than ten (10) calendar days prior to the Bid Deadline. The person or entity submitting the request shall be responsible for its prompt delivery to City’s Contact Person identified in the Notice Inviting Bids.

Any interpretation or correction will be made only by Addendum issued by the City and a copy of such Addendum will be delivered to all Interested Bidders of record. Any Addenda so issued must be acknowledged in the Bid and the cost of performing Work described in the Addenda shall be included in the Bid. Bidder's failure to acknowledge receipt of all Addenda may result in rejection of the Bid as nonresponsive. No person is authorized to render an oral interpretation or correction of any Bidding Documents and no Bidder may rely on any such oral interpretation or correction issued by the City. The City shall not be responsible for any other explanation or interpretation of the Drawings or Specifications, or for any oral instructions. City reserves the right to extend the Bid Deadline by issuing an Addendum to Interested Bidders no later than 72 hours prior to the Bid Deadline. Bidders shall use complete sets of Bidding Documents in preparing Bids; City shall not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

- B. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose. Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued and the Bidder shall acknowledge their receipt in the Bid.

3. **OBTAINING DRAWINGS AND DOCUMENTS**

Bidder may secure Bidding Documents only from the location specified in the Notice Inviting Bids. City will maintain a list of persons who obtained a copy of these Specifications ("Interested Bidders"). Only Interested Bidders will receive Addenda, if so issued.

4. **BID FORMS – SUBMITTAL**

- A. The Bids shall be made on the forms provided herein with all blank spaces properly filled in.
- B. The phraseology shall not be changed, and no additions shall be made to the items mentioned herein. Unauthorized conditions, exemptions, limitations, or provisions attached to a Bid will render it informal and may cause its rejection. All forms requiring specific information shall be completed with all applicable information for a Bid to be considered responsive.
- C. Include all Bid Forms, properly executed, and intact on forms provided. Enclose the Bid Forms in a sealed envelope; type or print on the envelope "BIDS for" followed by the title and Specification Number and the date and time of the Bid Deadline, and the Bidder's name and address. The envelope may be mailed, hand delivered, or delivered by courier or package delivery service.
- D. **One Original** Bid and **two copies** shall be hand delivered, delivered by courier or package delivery service to the City Clerk, City of Vernon, 4305 Santa Fe Avenue, Vernon, CA 90058.

- E. Bids received after the Bid Deadline or at any place other than the Office of the City Clerk will not be considered.

5. **BID FORMS – AUTHORIZED SIGNATURES**

- A. The full name, business address, zip code, and business telephone number, with area code of the individual, partnership, joint venture, or corporation submitting the Bid shall be typewritten or legibly printed on the Bid Forms. The Bidder shall sign the form with his/her usual wet ink signature.
- B. **Sole Proprietorship:** An individual shall sign.
- C. **Partnership (General or Limited):** A partner shall sign for a partnership; the partner shall give the names and addresses of all partners.
- D. **Corporation:** An officer shall sign for a corporation. The corporate name must be attested by the corporate seal. The names and titles of the president and all officers of the corporation who are authorized to sign the Bid Forms must be listed in an authenticated Incumbency Certificate signed by the corporate secretary. A signature other than a corporate officer's will be accepted only if an authenticated Incumbency Certificate is attached.
- E. **Joint Venture:** Bidders shall use the appropriate section(s) listed above in B-D, based on their applicable situation.

6. **BID FORMS – SCHEDULE OF BID PRICES**

- A. The Bidder shall include in his/her Bid price(s) any and all expense or costs that may be necessary to complete the project in accordance with the requirements of the Contract. The cost of all mobilization, preparatory work and operations for the multiple movements of personnel, equipment, supplies, and incidentals to the various project sites must be included in the various bid items, and no extra compensation will be paid to Contractor.
- B. The Bidder shall state for each item on the Schedule of Bid Prices form, in clearly legible figures, the Base Bid, the alternates, and the unit price and item total or lump sum, as the case may be, for which he/she proposes to supply labor, materials, and equipment and to perform the Work. Bids must not contain any erasures, interlineations, strike-throughs or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure or correction the initials of the person(s) signing the Bid. If any Bid, or portion thereof, is determined by the City to be illegible, ambiguous or inconsistent, City may reject such a Bid as being non-responsive.
- C. In the case of a unit price item, the amount set forth, as the item total shall be the product of the estimated quantity times the unit price Bid. In the event of a

discrepancy between the unit price Bid and the item total, the unit price shall prevail; however, if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, or is the same amount as the entry for the item total, then the item total shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

- D. All requested Alternates, if any, shall be Bid. See the Schedule of Bid Prices for more information and the list of Bid Alternates, if any. If no change in the Base Bid is required, enter "No Change."

7. **BID SECURITY**

- A. Each Bid shall be accompanied by cash or a cashier's check or a certified check, drawn on a responsible bank doing business in the United States payable to the City, or a satisfactory Bid Bond in favor of the City executed by the Bidder as a principal and a California admitted surety company (as defined by California Code of Civil Procedure §§995.120 and 995.311) as surety ("Bid Security").
- B. All bonds must be issued by a California admitted surety insurer with the minimum A.M Best Company Financial strength rating of "A:VII" or better. Bonds issued by a California admitted surety not listed on Treasury Circular 570 will be deemed accepted unless specifically rejected by the City. Bonds issued from admitted surety insurers not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660. All such bonds must be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. If the bonds are executed outside the State of California, all copies of the bonds must be countersigned by a California representative of the surety. The signature of the person executing the bond on behalf of Surety must be acknowledged by a Notary Public as the signature of the person designated in the power of attorney.
- C. Bid Security shall be in an amount not less than 10% of the Base Bid. Any Bid submitted without Bid Security will be rejected as non-responsive. The Bid Security shall be given as a guarantee that the successful Bidder will execute the Contract and will provide the insurance, bonds and other required forms within fourteen (14) calendar days after award of the Contract. Bidders will be entitled to return of Bid Security except when a successful Bidder forfeits its Bid Security. A forfeit may occur, for example, if the successful Bidder withdraws its Bid prior to the expiration of ninety (90) calendar days after award of the Contract; attempts to withdraw its Bid when the requirements of Public Contract Code § 5101 *et seq.* are not met; or refuses or fails to execute the Contract and provide the required bonds, insurance or certificates within fourteen (14) calendar days after award of the Contract. In any one or more of these events, if City awards the Contract for the Work to the next lowest responsible Bidder, the amount of the original lowest Bidder's security shall be applied to the Contract Price differential between the

lowest Bid and the second lowest Bid. Any surplus will be returned to the original lowest Bidder. If the City rejects all other Bids presented and re-advertises, the lowest Bidder's Bid Security may be used to offset the City's cost of re-advertising and receiving new Bids. In that case, the surplus if any, will be returned to the original lowest Bidder.

- D. The Bid Security shall be held for ninety (90) calendar days after the award of the Contract or until posting by the successful Bidder of the payment and performance bonds, proof of insurance, return of executed copies of the Contract and necessary certification(s), whichever first occurs, after which time the Bid Security will be returned to all Bidders.
- E. If a Bid Bond is to be submitted, Bidder shall use the form entitled "Bid Bond" contained in the Bidding Documents, which Bid Bond shall be properly executed and acknowledged by the Bidder and by a corporate surety authorized to transact such business in the State of California.
- F. Any alteration of said form of Bid Bond, or imperfection in the execution thereof, as herein required, will render it informal and may, at the option of the City, result in the rejection of the Bid under which the Bid Bond is submitted.

8. BIDDER'S AND SPECIALTY CONTRACTORS' STATEMENTS OF QUALIFICATIONS

- A. Each Bidder shall be required to complete, execute and submit with its Bid, the form entitled "Bidder's Statement of Qualifications." In addition, if the Bidder intends to perform street striping and traffic markings work, Bidder shall satisfy the mandatory qualifications described in the Specialty Contractors' Statements of Qualifications applicable to such Work and submit the completed forms with the Bid. Subcontractors listed for the street striping and traffic markings work must satisfy the mandatory qualifications described in the Specialty Contractor or Subcontractor Statement of Qualifications applicable to the Work to be performed by each Subcontractor and Bidder must submit the completed forms with the Bid. Notwithstanding the provisions of Paragraph 22 herein, the Bidder's Statement of Qualifications and the Specialty Contractor or Subcontractor Statement of Qualifications shall not be public records. All information required by a Bidder's or Specialty Contractor Statement of Qualifications shall be completely and fully provided. If no information is to be filled in a blank space, then write "none." Any Bid not accompanied by a Bidder's Statement of Qualifications and Specialty Contractor or Subcontractor Statement of Qualifications form completed with all information required may render the Bid non-responsive. If the City determines that any information provided by a Bidder in the Bidder's or Specialty Contractors' Statement of Qualifications is false or misleading, or is incomplete so as to be false or misleading, the City may reject the Bid submitted by such Bidder as being non-responsive.

- B. A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform fully the requirements of the contract documents. In selecting the lowest responsible Bidder, consideration will be given not only to the Bidder's financial standing but also to the general competency of the Bidder for the performance of the work covered by the Bid including, but not limited to, the experience of the Bidder in construction of public buildings for public agencies. By submitting a Bid, each Bidder agrees that the City, in determining the successful Bidder and its eligibility for the award, may consider the Bidder's experience with similar types of construction projects and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the Bidder's performance of the work.

9. **DESIGNATION OF SUBCONTRACTORS**

- A. Subcontractor Listing. On the Designation of Subcontractors form, the Bidder shall list each Subcontractor whom the Bidder must disclose under the Subletting and Subcontracting Fair Practice Act, Public Contract Code Section 4104. The Bidder shall provide: each Subcontractor's name, the trade and type of work that the Subcontractor will perform, the location (address) of the Subcontractor's place of business, each Subcontractor's license number, and the dollar value of each Subcontractor's labor or services. If additive Alternate Bid Items are included in the Bidding Documents, the Bidder shall identify each Subcontractor performing additive Alternate Bid Items, when such Work or the combination of base Contract Work and Alternate Work exceeds one-half of one percent of the total Bid Amount.
- B. Subcontractors' Licenses. At the time of the Bid Deadline and at all times during performance of the Work, each listed Subcontractor shall possess a current and active California Contractor's license appropriate for the portion of the Work listed for such Subcontractor, and hold all specialty certifications required for such Work.
- C. Disqualification of a Subcontractor. The City has the right to review the suitability and qualifications of any Subcontractor proposed by the Bidder. As part of this review, the City may request a Bidder to submit additional information about one or more of the listed Subcontractors including, but not limited to a statement detailing the Subcontractor's experience with pertinent information as to similar projects and other evidence of the Subcontractor's qualifications. If requested, the Bidder shall provide the information to the City within the time specified in the City's written request. After due investigation, if the City has a reasonable objection to any proposed Subcontractor, the City may, before giving the notice of award, require the apparent successful Bidder to submit an acceptable substitute. The City's disqualification of a Subcontractor does not disqualify a Bidder. However, prior to and as a condition to award of the Contract, the successful Bidder shall substitute a properly licensed and qualified Subcontractor without an adjustment of the Bid Price.

- D. Work of Subcontractors. The organization or arrangement of the Specifications and Drawings do not limit the extent of the Work for the Contract Documents. Accordingly, all Bidders are encouraged to disseminate all of the Specifications, Drawings and other Contract Documents to all persons or entities submitting sub-bids to the Bidder. The omission of any portion or item of Work from the Bid or from sub-bids, which is reasonably inferable from the Contract Documents, will not be a basis for adjustment of the Contract Price or the Contract Time.
- E. Ineligible Subcontractors. The successful Bidder is prohibited from performing Work on the Project with any Subcontractor who is ineligible to perform work on a public works project pursuant to California Labor Code Sections 1777.1 or 1777.7. In submitting its Bid, the Bidder certifies that it has investigated the eligibility of each and every listed Subcontractor and has determined that none is ineligible to perform work pursuant to the above code provisions.

10. CONTRACTOR'S 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. The City's disqualification of a Subcontractor listed for the street striping and traffic markings work does not disqualify a Bidder. However, prior to and as a condition to award of the Contract, the successful Bidder shall substitute a properly licensed and qualified Subcontractor without an adjustment of the Bid Price.
2. **Responsive Bid.** A responsive Bid is a Bid which conforms, in all material respects, to the Bidding Requirements and Contract Documents.
3. **Responsible Bidder.** A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform fully the requirements of the Contract Documents.

4. Competency of Bidders. In selecting the lowest responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the Work covered by the Bid including, but not limited to, the experience of the Bidder in construction of public works for public agencies. By submitting a Bid, each Bidder agrees that the City, in determining the successful Bidder and its eligibility for the award, may consider the Bidder's experience with similar types of construction projects and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, safety record and protocols and other factors which could affect the Bidder's performance of the Work.

19. AWARD OF CONTRACT

The City reserves the right to reject any or all Bids and to waive any or all information or technical defects, as the interest of the City may require. Award of Contract or rejection of Bids will be made by the City within ninety (90) calendar days following the Bid Opening.

20. BASIS OF AWARD

- A. A Contract will be awarded to the lowest responsive and responsible Bidder meeting all requirements set forth in these Bidding Documents.
The City will award the Contract based on the lowest total of the bid prices on the base bid and those additive or deductive items that when taken in order from a specifically identified list of those items in the Bid Form and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the City before the first bid is opened.
- B. City reserves the right in its sole discretion to select any, all, or none of the Bid Alternates at the time of award of the Contract, regardless of whether such Bid Alternates were used in the analysis to determine the lowest Bid.

21. EXECUTION OF CONTRACT

Within fourteen (14) calendar days after being notified by City that it has been awarded the Contract, Contractor shall deliver to the City the following documents:

- A. Two (2) copies of the Contract in the form included herein, properly executed by Contractor and, if Contractor is a corporation, evidence of its corporate existence and that the persons signing the Contract are authorized to do so. All signatures must be notarized.
- B. Properly executed copies of the (a) Performance Bond, (b) Labor and Material (Payment) Bond and (c) Maintenance Bond in accordance with the requirements

set forth in Article 13 of the General Conditions and in the form shown on Exhibits 1, 2 and 3 attached thereto. All signatures must be notarized.

- C. Properly executed policies of all of the following: (a) the Commercial General Liability Insurance, (b) the Automotive Liability Insurance, and (c) Professional Liability, if required, and (e) the corresponding endorsements for each policy in accordance with the requirements set forth in Article 12 of the General Conditions.

In the event that the fourteenth calendar day falls on Saturday, Sunday, a legal holiday for the State of California, or on days when City Hall is closed, the aforesaid documents shall be delivered by the following working day.

After receipt of said documents within said time period or any extension thereof granted by the City, the City shall execute the Contract and return one (1) of said two (2) copies to Contractor for its files.

22. PUBLIC RECORDS

City seeks to conduct its business openly. Except as set forth in paragraph 8.A., upon opening, all Bids shall become a matter of public record and shall be regarded as public, with the exception of those elements of each Bid that are identified by the Bidder and plainly marked as “trade secret,” “confidential,” or “proprietary,” including any Statement of Qualifications and financial statements to be submitted by Bidders. Each element of a Bid which a Bidder desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e. regarding entire pages, documents, or other, non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If City receives a request from a third party to make a Bid available for inspection and copying, the City will notify the Bidder of the request. If a Bidder instructs the City that the information is not to be released, City will withhold the information, provided, the Bidder expeditiously seeks a protective order from a court of competent jurisdiction to prevent such release. If disclosure is required under the California Public Records Act or otherwise by law (despite the Bidder’s request for confidentiality), the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

Bidder shall indemnify, defend (including Bidder’s providing and paying for legal counsel for City), and hold harmless City, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, costs, or expenses arising out of or alleging City’s refusal to publicly disclose one or more records that Bidder identifies as protectable, or asserts is protectable.

23. PREVAILING WAGE RATES AND EMPLOYMENT OF APPRENTICES

- A. Prevailing Wage Rates. The Bidder and all Subcontractors shall utilize the relevant prevailing wage rate determinations in effect on the first advertisement date of the Notice Calling for Bids in preparing the Bid Proposal and all component price

quotations, provided, however, that when Davis Bacon wage rates apply, such rates are subject to increase by written notice, issued by Addendum not less than 10 calendar days before the Bid Deadline. Pursuant to California Labor Code Section 1770 *et seq.*, the Director of the Department of Industrial Relations of the State of California and the United States Secretary of Labor have determined the general prevailing wage rates in the locality in which the Work is to be performed. Said rate schedules are available on the Internet at www.dir.ca.gov/DLSR/PWD/. The wage rate for any classification not listed, but which may be required to execute the Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. To comply with California Labor Code Section 1773.2, Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall also comply with the requirements of California Labor Code Sections 1773 *et seq.*

- B. Apprenticeship Committee Contract Award Information. Pursuant to California Labor Code § 1777.5 and Title 8 of the California Code of Regulations § 230, Contractor and Subcontractors of any tier who are not already approved to train by an apprenticeship program sponsor shall, within ten (10) calendar days of signing
- 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: Pacific Blvd., Santa Fe & Vernon Ave. Street Improvements, Contract CS-1204

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.

1, 2

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: Jim McGee Date of Inspection 12/28/2021

Title: Project Manager

Name: John Manly Date of Inspection 12/28/2021

Title: Superintendent

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.

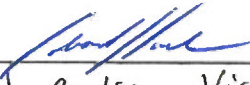
F. Period of Irrevocability. Bidder agrees that this Bid shall remain open and shall not be withdrawn for a period of not less than ninety (90) calendar days from the date of award of Contract, or until rejected by the City, whichever period is shorter.

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 4th day of January, 2022, at Corona, California.
City State


Edward J. Carlson, Vice President

Bidder's Proposal
Respectfully Submitted

NAME OF BIDDER

COMPANY
NAME: All American Asphalt

ADDRESS: 400 East Sixth Street
Corona, CA 92879

CONTACT PERSON: Edward J. Carlson, Vice President

TELEPHONE NUMBER: 951-736-7600

E-MAIL: publicworks@allamericanasphalt.com

CALIFORNIA STATE CONTRACTOR'S LICENSE NUMBER: 267073

EXPIRATION DATE: 01/31/2022

TAX IDENTIFICATION NO.: 95-2595403

SURETY COMPANY: Fidelity and Deposit Company of Maryland

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.



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **267073**

Entity **CORP**

Business Name **ALL AMERICAN ASPHALT**

Classification(s) **A C12**

Expiration Date **01/31/2022**

www.cslb.ca.gov



Contractor Information

Legal Entity Name
ALL AMERICAN ASPHALT
Legal Entity Type
Corporation
Status
Active
Registration Number
1000001051
Registration effective date
7/1/2020
Registration expiration date
6/30/2023
Mailing Address
PO BOX 2229 CORONA 92878 CA United States ...
Physical Address
400 E SIXTH ST CORONA 92879 CA United State...
Email Address
Trade Name/DBA
License Number(s)
CSLB:267073
CSLB:267073

Registration History

Effective Date	Expiration Date
5/11/2018	6/30/2019
5/8/2017	6/30/2018
5/2/2016	6/30/2017
6/9/2015	6/30/2016
8/25/2014	6/30/2015
7/1/2019	6/30/2020
7/1/2020	6/30/2023

Legal Entity Information

Corporation Number:
057879
Federal Employment Identification Number:
President Name:
MARK LUER
Vice President Name:
EDWARD J CARLSON
Treasurer Name:
MICHAEL FARKAS
Secretary Name:
MICHAEL FARKAS
CEO Name:

Agent of Service Name:
MICHAEL FARKAS
Agent of Service Mailing Address:
400 E SIXTH ST CORONA 92879 CA United States of America

Workers Compensation

Do you lease employees No
through Professional
Employer Organization
(PEO)?:

Please provide your
current workers
compensation insurance
information below:

PEO	PEO	PEO
PEO InformationName	Phone	Email

Insured by Carrier

Policy Holder Name:ALL AMERICAN ASPHALT**Insurance Carrier:**

ZURICH AMERICAN INSURANCE COMPANY**Policy Number:**WC593205701**Inception date:**
7/31/2019**Expiration Date:**8/30/2020

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: Edward J. Carlson

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.]



ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES

T 951-736-7600 F 951-739-4671
P.O. BOX 2229, CORONA, CA 92878-2229
CONTRACTORS LICENSE #267073 AC12
DIR #1000001051

CORPORATE RESOLUTION

Resolved, that this Corporation, All American Asphalt, on January 3, 2022 authorizes Edward J. Carlson to execute contracts and agreements on behalf of the Company in the capacity of Vice President.

Michael Farkas, Secretary

SCHEDULE OF BID PRICES

PROJECT Pacific Blvd., Santa Fe & Vernon Ave. Street Improvements, Contract No. CS-1204

BIDDER'S NAME: All American Asphalt

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:

eight hundred seventy-eight thousand Dollars (\$ 878,606)
six hundred six dollars.

Item No.	Description	Units	Quantity	Unit Cost	Amount
1.	Unclassified excavation - Sawcut, removal, and disposal of asphalt concrete, Portland cement concrete, aggregate base & soil.	<u>CY</u>	<u>5</u>	<u>370</u>	<u>1,850</u>
2.	Uniform cold plane and dispose of 2" thick asphalt pavement.	<u>SF</u>	<u>441,000</u>	<u>0.22</u>	<u>97,020</u>
3.	Construct new 3/8" thick asphalt rubber membrane (ARAM).	<u>SY</u>	<u>49,000</u>	<u>4.61</u>	<u>225,890</u>
4.	Construct new 1-5/8" thick section of C2-PG-70-10 (1/2" MIX) Latex Modified AC Pavement.	<u>SY</u>	<u>49,000</u>	<u>8.02</u>	<u>392,980</u>
5.	Remove and replace existing manhole frame and cover to be adjusted to grade. Manhole frame and cover to be provided by the City of Vernon.	<u>EA</u>	<u>9</u>	<u>930</u>	<u>8,370</u>
6.	Valve, monument, or manhole to be adjusted to grade	<u>EA</u>	<u>142</u>	<u>672</u>	<u>95,424</u>
7.	Remove and replace bicycle/vehicle loop detectors per Caltrans 2018 Standards.	<u>EA</u>	<u>27</u>	<u>336</u>	<u>9,072</u>
8.	Striping, Legends, Markings, reflectors, delineators, etc. on various street as noted on channelization plans.	<u>LS</u>	<u>1</u>	<u>39,500</u>	<u>39,500</u>
9.	Reconstruct 6" of C2-PG 70-10 asphalt over 6" of CMB. Unclassified excavation to be paid by Item No. 1	<u>SF</u>	<u>50</u>	<u>26</u>	<u>1,300</u>
10.	Removal and re-installation of existing traffic signal as noted on Contract Plans.	<u>EA</u>	<u>1</u>	<u>7,200</u>	<u>7,200</u>
BID TOTAL	\$ <u>878,606.00</u>				
WRITTEN AMOUNT	<u>eight hundred seventy-eight thousand six hundred six 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.

TOTAL BID AMOUNT (Base Bid Sum)


eight hundred seventy-eight thousand
six hundred six dollars

(written dollar amount)

Dollars (\$ 878,606)

(dollar amount)

Respectfully submitted:



Signature
Edward J. Carlson, Vice President

Title
267073

License Number

400 East Sixth Street, Corona, CA 92879

Address

1/4/2022

Date

01/31/2022

Date of Expiration

(SEAL - if Bid is by a corporation)

Attest 

Michael Farkas, Secretary
Amount of Certified or Cashier's Check or Bid Bond
Foundation Risk Partners, Corporation dba. Millennium Risk Management & Insurance Services

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:

TITLE:

Mark Luer

President

Michael Farkas

Secretary

Edward J. Carlson

Vice President

The undersigned hereby certifies to the City of Vernon that he/she is the duly elected and acting Secretary of All American Asphalt (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 4th day of January, 2022.

Michael Farkas, Secretary

Secretary's Name-Printed



Secretary's Signature

Bond No.: 08597423

Premium Amount: \$ 107.

Bond's Effective Date: 01/04/22

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-1204 : PACIFIC BLVD, SANTA FE, & VERNON AVE STREET IMPROVEMENTS in Vernon, CA. ("Project").
2. In response to the Notice Inviting Bids, All American Asphalt
(Name, address, and telephone of Contractor)
400 East Sixth Street, Corona, CA 92879 - (951) 736-7600 ("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

Fidelity and Deposit Company of Maryland

(Name, address, and telephone of Surety)

777 S. Figueroa Street, Suite 3900, Los Angeles, CA 90017 - (213) 270-0600 ("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 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:

FOUNDATION RISK PARTNERS, CORP. - 5530 Trabuco Road, Irvine, CA 92620 - (949) 679-7116

(Name, address, and telephone)

Registered Agent's California Department of Insurance License No. 0M93299

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: December 21, 2021

PRINCIPAL:

All American Asphalt

(Company Name)



(Signature)

By: Edward J. Carlson

(Name)

Its: Vice President

(Title)

Address for Serving Notices or Other Documents:

400 East Sixth Street

Corona, CA 92879



SURETY:

Fidelity and Deposit Company of Maryland

(Company Name)



(Signature)

By: Rebecca Haas-Bates

(Name)

Its: Attorney-in-Fact

(Title)

Address for Serving Notices or Other Documents:

777 S. Figueroa Street, Suite 3900

Los Angeles, CA 90017



- 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 ALL-PURPOSE ACKNOWLEDGEMENT**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.

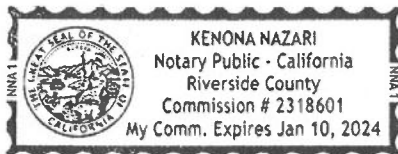
State of California

County of RiversideOn January 4, 2022 before me, Kenona Nazari, Notary Public
Date Here Insert name and Title of the Officerpersonally appeared Edward J. Carlson
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 Above

Signature Kenona Nazari
Signature of Notary Public**OPTIONAL**

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached DocumentTitle or Type of Document Bid Bond – City of VernonDocument Date: December 21, 2021 Number of Pages: 5Signer(s) Other Than Named Above: Rebecca Haas-Bates, Attorney-in-Fact**Capacity(ies) Claimed by Signer(s)**Signer's Name: Edward J. Carlson☐ Individual☒ Corporate Officer — Title(s): Vice President☐ Partner ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Other: _____

Signer is Representing:

All American Asphalt**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer's Name: _____

☐ Individual☐ Corporate Officer — Title(s): _____☐ Partner ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Other: _____

Signer is Representing:

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

**** Please See Attached ****

BOND ACKNOWLEDGMENT
FOR
SURETY'S ATTORNEY-IN-FACT

STATE OF CALIFORNIA)
) ss
COUNTY OF)

On this _____ day of _____, 20____,
before me, _____(name), a Notary Public for said County, personally appeared
(name), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this
instrument as the attorney in fact of _____, and acknowledged to me that he/she
subscribed the name of _____ thereto as principal, and his/he own name
as attorney in fact.

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

Notary Public

SEAL



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Orange)

On 12/21/2021 before me, Liliana Gomez, Notary Public,

Date

Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates

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 *Liliana Gomez*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: Bid Bond Document Date: 12/21/2021

Number of Pages: Three(3) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____
 Fidelity and Deposit Company of Maryland

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

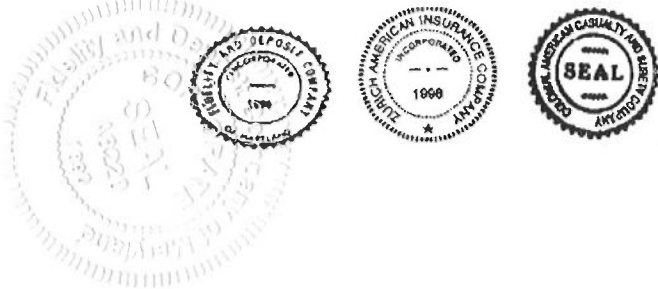
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 21st day of December, 2021.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

BIDDER'S STATEMENT OF QUALIFICATIONS

1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor? 52

1.2 How many years has your organization been in business under its present name? 52

1.2.1 Under what other names has your organization operated?

N/A

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation/organization: 05/26/1969

1.3.2 State of incorporation/organization: California

1.3.3 Corporate ID number: 057879

1.3.4 Name of President: Mark Luer

1.3.5 Agent for Service of Process: **N/A**

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization/formation: N/A

1.4.2 Type of partnership (if applicable): N/A

1.4.3 Name(s) of general partner(s): N/A

1.4.4 List all states in which you are registered and state ID numbers for each:

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.

- 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

- 2.3 List any licensing suspensions and/or violations assessed against your organization within the past five years.

****N/A****

3. EXPERIENCE

- 3.1 List the categories of Work that your organization normally performs with its own personnel.

Paving, Grading, Concrete, Grinding, Utility Adjustment, Slurry Seal, Paving Fabric

- 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 for the street striping and traffic markings work 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).

- 3.5 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:

Job No.	Date	Agency / Owner	Project Title	Bid Amount	AC Tonnage	Concrete Day/Night	Contract Time	P.M.	Supt	Coor	Completed	Cont. Rec.	Date of Letter	Sent Back	Via	NTP	In House Pre-Job Meeting	City Pre-Job Meeting	LC Requirement
26386	12/5/2013	County of Orange/Sukut	La Plata Gully Closure	\$ 9,333,052.86	117,000	0	2 Years	Brett	Art		98.0%		5/22/2014						
27216	7/15/2015	Hardy & Harper	Elisian Reservoir Improvements Project	\$ 712,875.00	0	0	Day	Cody	Randy		99.0%								
27296	7/1/2015	City of Inglewood	Century Blvd. Mobility Improvement Project	\$ 16,118,000.00	15,922	12,142	Day & Nite	400 Working	Rick	Jim	99.0%	8/4/2015		8/5/2015					
27605	1/4/2016	Five Point Communities	Alton Parkway from Barranca to Technology Ridge Valley & Cadence	\$ 2,414,628.13	6,500	7,000	Day	120	Michael	Rick	99.0%								
27632	1/1/2016	Five Point Communities	D4 Goup 2	\$ 1,378,087.00	6,500	500	Day	60 Days	Michael	Rick	99.0%								
27619	10/15/2015	Atkinson	07-1193J4 Route 10	\$ 3,349,420.14	135,000	0	Night	5 Years	Brett	Art	80.0%								
27946	3/1/2016	Chico Development Corp.	Tr. 18480 Street Improvements	\$ 1,846,288.00	4,000	1,000	Day	90 Working	Miguel	Jerry	99.0%								
28017	4/25/2016	Five Point Communities	District 4 Area 3 & 4 Paving	\$ 1,162,000.00	7,000	1,200	Day	75 Days	Michael	Rick	99.0%								
28165	5/15/2015	City of Industry	Industry Business Center Roadway	\$ 1,884,000.00	9,410	14,259	Day	250 Working	Jim		99.0%	9/16/2015		9/22/2015					
28196	7/1/2016	Chino Preserve Development	Tr. 19936/19935/19953/16480	\$ 831,551.40	2,500	600	Day	8 Day	Miguel	Jerry	99.0%								
28267	5/14/2016	Foremost Companies	Temescal Canyon Rd & El Hermano - Corona	\$ 2,232,659.00	8,500	1,000	Day	95 Days	Michael	Jerry	99.0%								
28313	8/14/2016	CalAtlantic Group	Heritage Lakes Dr & Mocal Blvd - Menifee	\$ 990,249.92	5,888	500	Day	60 Days	Michael	Jerry	99.0%								
28334	1/1/2016	City of Los Angeles	My FIG Project-Figueroa Corridor Streetscape Improv	\$ 11,806,000.00	3,671	1,542	Day	20 Working	Gordon	Doug	99.0%	8/4/2016		8/10/2016					
28485	10/1/2016	City of Ontario	Pl. Place I	\$ 995,212.25	3,500	0	Day	120 Working Days	Miguel	Jim	99.0%								
28617	10/12/2016	City of Norwalk	Rehabilitation of Alondra Boulevard from Studebaker R	\$ 686,888.00	5,222	172	Day	60 Working Days	Jerry	Rick	99.0%								
28639	10/14/2016	ICDC	Orchard Hills Backbone	\$ 2,220,000.00	14,000	0	Day	120 Working Days	Miguel	Rick	95.0%								
28671	8/30/2016	Powell Constructors	12-0M4904 Route 5	\$ 343,872.50	4,440	0	Day/Night	325 Working Days	Brett	Art	99.0%								
28696	12/1/2016	Foremost Companies	Terramor Infrast	\$ 815,000.00	6,000	0	Day	80 Days	Michael	Jerry	99.0%								
28734	1/1/2017	Five Point Communities	Barranca from Alton to Marine Way	\$ 2,869,295.00	4,000	500	Day	90 Days	Michael	Rick	99.0%								
28901	1/15/2017	ICDC	Orchard Hills N3 Street Improvements	\$ 452,169.88	2,650	7,000	Day	240 Working Days	Miguel	Rick	99.0%								
28902	1/19/2017	ICDC	Orchard Hills N3 Street Improvements	\$ 947,322.65	2,505	0	Day	240 Working Days	Miguel	Rick	99.0%								
28903	1/19/2017	ICDC	Orchard Hills N3 Street Improvements	\$ 443,778.75	2,100	0	Day	240 Working Days	Miguel	Rick	99.0%								
28904	1/19/2017	ICDC	Orchard Hills N3 Street Improvements	\$ 638,421.48	1,510	0	Day	240 Working Days	Miguel	Rick	99.0%								
28905	1/19/2017	ICDC	Orchard Hills N3 Street Improvements	\$ 683,368.70	1,180	0	Day	240 Working Days	Miguel	Rick	99.0%								
28906	1/19/2017	ICDC	Orchard Hills N3 Street Improvements	\$ 484,920.25	2,100	0	Day	240 Working Days	Miguel	Rick	99.0%								
29040	4/14/2017	Landsea Holdings	Tr. 15353 Street Improvements	\$ 1,584,980.10	5,500	800	Day	N/A	Miguel	Rick	99.0%								
29050	4/14/2017	Lewis-Hillwood	Renaissance & Linden Street Improvements	\$ 4,930,000.00	25,000	4,000	Day	180 Working Days	Miguel	Jim	99.0%								
29082	4/1/2017	City of Long Beach	Annual Street Improvements T-7084	\$ 30,300,000.00	75,000	5,000	Day	365 Days	Jerry	Jorge	99.0%								
29082	4/1/2017	City of Costa Mesa	Centrade Park Parking Lot Improvements	\$ 1,125,000.00	176	0	Day	18 Working Days	Maurice	John W	99.0%								
29175	5/2/2017	Lewis Operating	Meridian Street Improvements	\$ 5,277,277.00	40,000	3,000	Day	N/A	Miguel	John W	99.0%								
29295	3/22/2017	Guy F. Atkinson	07-252824 Route 5	\$ 4,600,000.00	46,300	0	Day	520 Working Days	Gordon	Art	99.0%	5/6/2018	5/4/2017	5/9/2018	Fed Ex				
29328	11/12/2016	Sukut Construction	Orlanda Alpha Landfill	\$ 1,269,835.00	6,500	0	Day	240 Working Days	Miguel	Rick	99.0%	7/3/2017	7/1/2017	7/1/2017	FedEx				
29333	8/18/2016	Los Angeles	Cliffside Blvd & Havenhurst	\$ 1,367,636.00	40	450	Day	595 Calendar Days	Gordon	John M	99.0%	6/20/2017	6/2/2017	6/20/2017		5/20/2017	7/1/2017	7/12/2017	
29342	7/17/2017	Parlow Roscom	04 M68	\$ 25,353.00	200	0	Day	30 Days	Michael	Rick	99.0%								
29349	7/14/2017	Pardee Homes	Manifee Heights	\$ 3,669,267.00	24,170	2,400	Day	120 Days	Michael	John W	99.0%								
29403	6/5/2017	Spicker Development	Resta Glen	\$ 1,608,291.00	12,200	0	Day	120 Days	Michael	Rick	99.0%	8/30/2017		9/6/2017	Emailed				
29422	8/29/2017	Hardy & Harper	Upper Stone Reservoir	\$ 27,260.00	0	0	Day		Cody	Randy	99.0%								
29463	7/1/2017	IC Ontario	AC Cap Mc Cleve Way	\$ 73,700.00	1,100	0	Day		Miguel	Jim	99.0%	8/3/2017		8/3/2017	Emailed				
29464	7/2/2017	Christoph Development	Tr. 18998 Park Place 2	\$ 153,578.80	1,100	180	Day	90 Working Days	Miguel	Jim	99.0%	8/15/2017		8/1/2017	Deassign				
29517	7/1/2017	Lewis Operating	ADA Ramp Replacement	\$ 75,800.00	250	N/A	Day	N/A	Miguel	Jerry	99.0%								
29518	7/19/2017	IC Ontario	Park Place Ph 2 St Improvements	\$ 80,005.90	4,400	600	Day	120 Working Days	Miguel	Jim	99.0%	8/24/2017		8/25/2017	Emailed				
29520	7/18/2017	Lewis Operating	Pine Ave. Street Improvements	\$ 1,742,442.90	5,000	500	Day/Night	120 Working Days	Miguel	Jerry	99.0%	8/11/2017		8/23/2017	FedEx				
29593	5/14/2017	ICDC	Los Olivos PA-39 Off-Site Improvements	\$ 3,236,106.16	2,405	0	Day	496 Working Days	Miguel	Rick	99.0%	9/22/2017		9/19/2017					
29693	6/20/2017	Riverside Const.-City of Corona	Chualco / K115 Interchange Improvement	\$ 3,149,187.50	45,000	600	Day & Nite	270 Working Days	Gordon	Art	99.0%	7/17/2017		7/21/2017	Fed Ex				
29694	9/5/2017	Department of Transportation	Route 30	\$ 571,611.00	32,300	0	Night	35 Working Days	Maurice	John W	99.0%	12/1/2017	9/27/2017	10/18/2017	FedEx	4/5/2018	12/21/2017		
29708	9/27/2017	County of Riverside Trans. Dept.	Glman Springs Road and SH-78 Northbound Ramps	\$ 589,540.00	930	30	Day	35 Working Days	Maurice	John W	99.0%								
29744	10/30/2017	Hardy & Harper	ICedar Street & Reed Lane	\$ 12,880.00	0	0	Day		Cody	Randy	99.0%								
29797	10/13/2017	Suffolk Construction	Flight Avenue	\$ 2,781,175.00	10,000	0	Day	N/A	Miguel	Doug	99.0%								
29831	12/18/2017	Brightview Landscape	OT Streetscape	\$ 133,722.00	250	0	Day	20 Days	Michael	Rick	99.0%								
29864	1/25/2017	ICDC	San Savane Improvements - Fontana	\$ 1,981,000.00	2,275	0	Day	40 Working Days	Jim	Michael	99.0%	11/29/2017		12/1/2017					
29881	11/2/2016	OHL	OC 405 Partners	\$ 32,330,151.81	373,000	0	Day		Brett	Doug	57.0%								
29897	11/6/2017	City of Industry	Baldwin Park Boulevard and Amar Road Guardrail	\$ 170,611.00	160	57	Day	30 Calendar Days	Edward	Jim	99.0%	12/6/2017	12/12/2017	12/11/2017	FedEx	1/11/2018	1/5/2018	1/10/2018	
29922	11/6/2017	City of Moreno Valley	Alessandro Blvd. Street Improvements	\$ 445,821.50	151	58	Day	110 Working Days	Edward	John W	99.0%	2/21/2018	2/23/2018	2/27/2018	FedEx	3/12/2018	3/12/2018	3/12/2018	
29926	1/1/2018	Branden Homes	Riverdale	\$ 813,159.00	1,200	750	Day	90 Days	Michael	Jorge	99.0%								
29946	11/30/2017	City of Yucca	5th Street Improvements Program	\$ 1,040,000.00	1,040	0	Day	90 Working Days	Maurice	John W	99.0%	1/7/2018	12/7/2017	12/6/2017	FedEx	1/8/2018			
29948	1/1/2018	KB Homes	Archibald - Eucalyptus to Parkway	\$ 297,052.00	640	200	Day	30 Working Days	Michael	Jim	99.0%								
29991	10/19/2017	ICDC	Portola Springs PA-6 Access Road	\$ 999,000.00	2,500	120	Day	90	Miguel	Rick	99.0%								
29974	12/6/2017	City of Coachella	Active Transportation Cycle #1	\$ 1,354,516.00	1,960	180	Day	130 Calendar Days	Maurice	John W	99.0%	1/29/2018	12/19/2017	1/4/2018	FedEx	1/23/2018			
29997	1/18/2018	Foremost Companies	Deertake	\$ 2,139,648.00	13,000	1,500	Day	60 Days	Michael	Jorge	99.0%								
30002	12/4/2017	County of Riverside Trans. Dept.	Alessandro Blvd Eastbound Bike Lane Improvements	\$ 9,693,342.55	8,394	0	Day/Night	63 Calendar Days	Edward	John W	99.0%	4/22/2018	4/19/2018						
30095	12/13/2017	Peterman Chase	07-3078G Cold Plane, HMA, JPCP, & Upgrade ADA F	\$ 400,013.00	3,010	0	Night	80 Working Days	Edward	Art	99.0%	2/14/2018	2/9/2018						
30095	1/30/2018	Dennis Lorton & Associates	7403 La Tijera Blvd Street Improvements	\$ 60,582.20	309	0	Day	1 Working Day	Maurice	Art	99.0%								
30096	2/6/2018	IC Ontario	Eucalyptus Street Improvements	\$ 1,580,980.00	11,000	600	Day	120 Working Days	Miguel	Jim	99.0%								
30100	2/6/2018	IC Ontario	Merrill Avenue Street Improvements	\$ 1,112,085.00	4,000	250	Day	30 Working Days	Miguel	Jim	99.0%								
30106	3/1/2018	City of Long Beach	Kunway 12-30 Rehabilitation	\$ 3,020,438.00	0	0	Day & Nite	60 Calendar Days	Edward	Doug	99.0%	6/8/2018	6/8/2018	6/8/2018	Fed Ex				
30134	3/5/2018	LACDPW	Kevin Canyon Road	\$ 3,288,989.00	13,251	0	Day	60 Working Days	Edward	Jim	99.0%	4/17/2018	4/17/2018	4/24/2018	FedEx	5/7/2018	5/15/2018		
30166	3/15/2018	City of Inland Empire	2017/2018 Reimbursement Project	\$ 285,503.10	2,500	25	Day	30 Working Days	Edward	Jim	99.0%	4/6/2018	4/3/2018						
30170	1/30/2018	GMC Engineering	Francis/Turner Street Improvements	\$ 16,021.00	0	0	Day	1 Working Day	Maurice	Darren	99.0%								
30178	3/21/2018	Caltrans	(12-007704) Route 91 Ramp Rehabilitation	\$ 974,781.35	4,920	6	Night	40 Working Days	Edward	Doug	99.0%	4/9/2018	4/9/2018	4/17/2018	GSO				
30216	3/21/2018	San Gabriel River Bike Lane	San Gabriel River Bike Lane	\$ 63,380.00	0	0	Day	30 Working Days	Jerry	Jorge	99.0%								
30198	1/5/2018	Plastron West, Inc.	07-202124 Route 710	\$ 499,028.00	3,447	0	Night	1250 Working Days	Art		99.0%								
30198	12/18/2017	The New Home Company	Bedford	\$ 1,214,417.00	4,500	1,000	Day	60 Days	Michael	John W	99.0%								
30226	4/5/2018	Caltrans	07-3009J4 Route 110	\$ 29,757,315.00	62,600	0	Night	610 Working Days	Jim	Doug	99.0%	4/6/2018	4/13/2018	4/13/2018	GSO	1/1/2018			
30240	2/15/2018	Mendian Parkway	Barton Road Street Improvements	\$ 1,492,627.00	8,100	400	Day	120 Working Days	Miguel	John W	99.0%								
30243	4/3/2018	City of Santa Clarita	Solidified Canyon Road Rutherford	\$ 167,768.00	160	35	Night	20 Working Days	Maurice	John M	99.0%	6/13/2018	6/13/2018	6/19/2018	FedEx	8/20/2018			
30252	4/3/2018																		

Job No.	Date	Agency / Owner	Project Title	Bid Amount	AC Tonnage	Concrete	Day/Night	Contract Time	P.M.	Supt.	Coor.	Completed	Cont. Rec.	Date of Letter	Sent Back	Vis	NTP	In House Pre-Job Meeting	City Pre-Job Meeting	LC Requirement
30595	5/22/2018	Atkinson	Lomita & I-15 - County of Riverside	\$ 2,668,098.00	31,582	0	Day/Night	368 Working Days	Gordon	Art		99.0%	8/13/2018	8/13/2018	8/13/2018	FedEx				
30609	7/26/2018	City of Malibu	2017-18 Street Maintenance Project	\$ 654,979.89	1,887	0	Day	45 Working Days	Edward	John M		99.0%	8/13/2018	8/13/2018	8/13/2018	FedEx				
30637	8/1/2018	City of Lynwood	Johna Street & Virginia Ave Improvement Project	\$ 1,636,948.00	1,100	607	Day	70 Working Days	Edward	John M		99.0%	8/20/2018	8/20/2018	8/20/2018					
30658	5/23/2018	County of Orange	John Wayne Airport	\$ 3,888,233.00	5,000	100	Day	365 Working Days	Jim	Doug		99.0%	7/16/2018	7/16/2018	7/23/2018	Drop Off				
30663	7/23/2018	Lewis Management	The Heart	\$ 4,081,089.00	12,000	2,500	Day	120 Working Days	Miguel	Jim		99.0%								
30674	8/2/2018	City of Westlake Village	Joint City Pavement Rehab FY 18-19	\$ 9,500,700.00	9,325	325	Day	75 Working Days	Gordon	John W		99.0%	8/2/2018	8/16/2018	8/29/2018	FedEx				
30685	8/9/2018	City of Lynwood	Duncan Ave Street Improvements (4011.87.907)	\$ 1,137,855.75	1,600	544	Day	70 Working Days	Edward	John M		99.0%	8/31/2018	8/29/2018	9/10/2018	FedEx				
30689	8/1/2018	County of Orange	JOC - HCA Parking Lot	\$ 441,904.00	2,550	300	Day	20 Working Days	Gordon	Rick		99.0%	8/10/2018	5/6/2018	8/10/2018	Emailed	5/6/2018		8/17/2018	
30695	8/16/2018	C.S. Legacy	Wells Anzusa Sidewalk Improvements	\$ 25,300.00	220	0	Day	1 Working Day	Maurice	Art		99.0%								
30701	8/17/2018	Lennar Homes	Heritage Lakes 6	\$ 796,000.00	3,500		Day	45 Days	Michelle	John W		99.0%								
30702	8/24/2018	Skanska	Skanska Front Entry	\$ 106,076.00	160	225	Day	2 Working Days	Maurice	Todd		99.0%								
30709	8/17/2018	KP Inc	Ferrera	\$ 379,000.00	775	100	Day	30 Working Days	Michelle	John W		99.0%								
30713	6/12/2018	City of Riverside	2017/2018 Arterial and Minor Street Maintenance	\$ 7,489,107.00	22,800	2,178	Day	140 Working Days	Jim	John W		99.0%								
30738	4/25/2018	California Professional Engineering	2016-03 Slurry Traffic Signal/Green River/Montana	\$ 93,387.00	5	45	Day	45 Working Days	Edward	John W		99.0%								
30741	6/22/2018	City of San Clemente	Slurry Seal for Camino de Estrella Project No.	\$ 999,259.15	0	3	Day		Brian A	Rick		99.0%	8/22/2018	8/22/2018	8/30/2018	FedEx			9/13/2018	
30745	6/23/2018	County of San Bernardino	Cherry Avenue and Angel Time	\$ 5,442,912.00	43,000	40	Day	180 Working Days	Jim	Jim		99.0%	8/27/2018		8/29/2018					
30748	8/2/2018	City of Loma Linda	Pavement Rehabilitation at Various Locations (CIP#18)	\$ 2,459,166.15	2,459	153	Day	60 Working Days	Edward	John W		99.0%	5/21/2018	9/18/2018						
30758	8/25/2018	County of Riverside Purchasing	Table Crown Roadside Station 54 Road Paving	\$ 55,645.00	240	40	Day	15 Working Days	Greg	John W		99.0%								
30766	4/25/2018	Atkinson	Scott Road & I-215 - County of Riverside	\$ 3,281,677.50	35,435	0	Day/Night	360 Working Days	Greg	Art		99.0%	9/12/2018		9/12/2018	FedEx				
30767	8/1/2018	City of Inglewood	La Brea Avenue Improvement	\$ 4,540,992.00	8,850	707	Day	150 Working Days	Gordon	John M		99.0%	8/2/2018	7/11/2018	8/15/2018	FedEx				
30779	8/13/2018	City of Norco	Second St Widening at I-15 Inter	\$ 353,294.00	115	47	Day	45 Working Days	Edward	Jerry		99.0%	10/22/2018	10/22/2018	10/26/2018	FedEx			9/17/2018	9/19/2018
30780	8/17/2018	Martin Harris Construction	Santa Fe Street Meet	\$ 379,000.00	250		Day	30 days	Michelle	Rick		99.0%	11/5/2018		12/2/2018	FedEx				
30787	8/22/2018	Riverside Transportation Department	La Sierra Avenue	\$ 2,008,438.00	10,105	0	Day	30 Working Days	Jim	John W		99.0%								
30808	8/17/2018	Five Point Communities	OC/GP Sports Park Access Rd	\$ 642,341.00	300	200	Day	30 Working Days	Michelle	Rick		99.0%								
30814	10/10/2018	Brightview Landscapes	Chaparral Trail Improvements	\$ 389,737.00	1	1,000	Day	30 days	Michelle	Rick		99.0%	10/29/2018		11/15/2018				10/22/2018	
30817	8/12/2018	City of San Bernardino	Initial Housing-Sidewalk and Street Improvements	\$ 1,423,875.00	3,000	2,000	Day	60 Working Days	Maurice	Jim		99.0%	11/8/2018	10/30/2018	11/9/2018	FedEx			11/21/2018	
30819	9/25/2018	LACSD	Full Beach Portons of Rail Spills at Puente Hills	\$ 246,870.00	1,600		Day	45 Working Days	Maurice	Art		99.0%		10/16/2018	10/19/2018		FedEx			
30823	8/1/2018	County of Orange	Rossmore Phase 1C - Cracks and AC Repairs JOC	\$ 1,187,772.00	850	0	Day	45 Working Days	Gordon	Rick		99.0%	8/10/2018		11/7/2018	Emailed				
30830	10/10/2018	Leatherwood Construction	Dee Reach B East	\$ 178,705.00	250		Day	20 Days	Michelle	Rick		99.0%							11/17/2018	3/17/2019
30837	10/10/2018	Alston Construction	Almond & Juniper	\$ 78,400.00	250		Day	15 Days	Michelle	Jim		99.0%								
30840	8/18/2018	City of Santa Fe Springs	Florence Street Rehabilitation (Newark Blvd to Merrill Ave Traffic Signal Project)	\$ 973,887.00	6,600	120	Day	35 Working Days	Maurice	Rick		99.0%	10/25/2018	10/12/2018	10/19/2018	FedEx			10/29/2018	
30847	9/25/2018	Belco Electric	Merrell Ave Traffic Signal Project	\$ 185,560.00	320	110	Day	10 Working Days	Maurice	John M		99.0%	12/7/2018	12/22/2018	12/12/2018	FedEx				
30847	10/28/2018	Belco Electric	Street Light Conduit Installation	\$ 15,296.00	0	0	Day	1 Working Day	Maurice	John M		99.0%								
30860	9/13/2018	KDC	Water Quality Basins 70A	\$ 1,504,095.48	600	250	Day	75 Working Days	Miguel	Rick		99.0%								
30861	9/13/2018	KDC	Water Quality Basins 70B	\$ 1,475,002.52	600	250	Day	75 Working Days	Miguel	Rick		99.0%								
30877	10/11/2018	Caltrans	08-1E104 Widening of Shoulder and Installing Rumble	\$ 1,788,310.00	5,250	15	Day	60 Working Days	Edward	John W		99.0%	11/1/2018	10/30/2018	11/7/2018	GSO				
30886	10/11/2018	City of Santa Ana	Asphalt Pothole Repairs	\$ 516,300.00	900		Day	365 Working Days	Cody	Art		99.0%								
30921	10/3/2018	County of Riverside Transportation	Camino Aventura Sidewalk Project & Thousand Palms	\$ 2,018,190.50	2,333	1,800	Day	65 Working Days	Edward	John W		99.0%	10/24/2018	10/23/2018	10/26/2018	FedEx				
30923	10/16/2018	Pardee Homes	Railroad Canyon Widening	\$ 5,062,748.00	14,000	1,200	Day	85 Working Days	Michelle	John W		99.0%	10/29/2018		10/30/2018				11/1/2018	
30944	11/1/2018	City of Highland	Pavement Management Program Sectors B, C, D & E -	\$ 1,088,644.00	8,000	500	Day	60 Working Days	Michelle	John W		99.0%	10/28/2018	10/29/2018	11/7/2018	FedEx				
30947	8/30/2018	Chumo Construction	Route 405 12-0P-0454	\$ 345,000.00	4,100		Day	180 Working Days	Michelle	John W		99.0%								
30965	10/25/2018	City of Beverly Hills	Arkel Drive Street Improvements	\$ 206,660.00	391	26	Day	20 Working Days	Greg	John W		99.0%								
30966	11/6/2018	Dennis Lorton & Associates	Bristol Street Parking Lot	\$ 42,400.00	280	0	Day	1 Working Day	Michelle	Rick		99.0%								
30971	10/9/2018	Spectrum Construction	12-0N/704 Route 91 Weight Station	\$ 223,862.00	2,030		Day	250 Working Days	Jim	Art		99.0%								
30976	11/16/2018	City of Long Beach	15th Street Bicycle Boulevard R-7075	\$ 861,786.00	630		Day		Jerry	Jorge		99.0%	11/13/2018	11/8/2018	11/16/2018	FedEx				
30981	11/02/2018	Los Angeles County Department of	South LA County Malibu Area	\$ 1,080,000.00			Day		Jim	Art		99.0%								
30982	10/23/2018	City of Duarte	2018 Street Rehabilitation Project	\$ 526,840.00	3,300	20	Day	65 Working Days	Maurice	Jim		99.0%	11/19/2018	11/14/2018	11/21/2018	FedEx				12/13/2018
30987	11/16/2018	Culver City	2019 Pavement Rehab Project	\$ 1,937,770.00	8,000	120	Day	120 Calendar	Cody	John M		99.0%	12/11/2018	12/11/2018						
30999	11/6/2018	Caltrans	Route 142 06-1E8504	\$ 5,439,395.00	29,920	20	Night	160 Working Days	Jim	Rick		99.0%								
31001	10/22/2018	Park West Rescom	Ridge Valley Parkway PCC Trail	\$ 200,351.80	460		Day	20 Working Days	Miguel	Todd		99.0%	1/30/2019		2/11/2019					
31017	11/10/17	Skanska USA Civil	SH-60 Truck Lane C&D	\$ 4,767,892.00	46,000		Day/Night	360 Working Days	Edward	Art		99.0%								
31029	11/28/2018	Five Point Communities	District 5 Phase 1 Master Backbone Street	\$ 1,377,696.00	5,800	1,500	Day	40 Working Days	Greg	Rick		99.0%	12/5/2018		12/8/2018					
31035	12/5/2018	City of Burbank	Verolugo Ave & Chandler Blvd. Improvement Project	\$ 1,367,770.00	7,500	400	Day	68 Calendar Days	Cody	Jim		99.0%	1/23/2019	1/16/2019	1/28/2019	FedEx				
31051	10/30/2018	City of Huntington Beach	Edgerton/Adams/Warner	\$ 2,175,778.00	9,440	457	Day	70 Working Days	Jim	Rick		99.0%								
31087	12/21/2018	Lennar Homes	Braga Road Improvements	\$ 206,998.00	230		Day	5 Working Days	Miguel	John W		99.0%								
31123	10/16/2018	Caltrans	08A3010 Route 78-Hemet	\$ 268,000.00	120	152	Day	20 Working Days	John W	Kim		99.0%	2/14/2019	2/14/2019	2/28/2019	FedEx				
31130	8/17/2018	Singhew Landscapes	Sandbeck College Running Trail	\$ 305,000.00	2,100		Day	30 days	Miguel	Rick		99.0%								
31146	12/5/2018	City of San Clemente	Arterial Street Pavement Maintenance for Ave. Pico,	\$ 1,187,187.00	3,280	72	Day/Night	90 Working Days	Jerry	Rick		99.0%	1/18/2019	1/16/2019					End Sept 3/21/2019	
31150	1/23/2019	Leatherwood Construction	Dee Reach B East (#20611801 & 20651801)	\$ 115,269.00	630		Day	20 Working Days	Greg	Rick		99.0%	10/17/2018		1/29/2019	FedEx				
31152	1/29/2019	City of Chino	Slurry Seal Maintenance Work	\$ 372,805.00	0	0	Day	120 Working Days	Brian A	Darren		99.0%	2/18/2019	2/15/2019	2/20/2019	FedEx			5/6/2019	2/26/2019
31153	1/31/2019	County of Ventura	Bolt Canyon Road	\$ 1,377,000.00	4,100	50	Day	55 Working Days	Cody	John M		99.0%	2/14/2019	2/13/2019	2/28/2019	FedEx				
31156	2/22/2019	Brookfield Homes	Ardenwood & Oak Ridge Improvements	\$ 516,622.00	260		Day	30 Working Days	Miguel	John W		99.0%	2/25/2019		3/1/2019					
31171	1/5/2019	City of Downey	Fire Station Interim Construction	\$ 207,307.00	850		Day	36 Calendar Days	Greg	Rick		99.0%								
31178	2/20/2019	City of Arcadia	2018/2019 Pavement Rehab. Program	\$ 2,517,700.00	10,000	1,700	Day	90 Calendar Days	Cody	Jim		99.0%	3/11/2019	3/7/2019	3/13/2019	FedEx				
31181	2/12/2019	City of Cathedral City	Ortega Road Widening and Sidewalk Gap Closure	\$ 459,998.00	640	490	Day	50 Working Days	Maurice	John W		99.0%	3/1/2019	2/26/2019	3/13/2019	Runner Kim			3/13/2019	3/13/2019
31190	2/25/2019	City of Paramount	FY 2018-2019 Various City Streets	\$ 1,737,700.00	6,000	700	Day	40 Working Days	Cody	Rick		99.0%	3/13/2019	3/7/2019	3/19/2019	FedEx				
31192	2/22/2019	Philbin Construction	Heritage Lake - Menifee	\$ 137,892.00	200		Day	20 Working Days	John W	Kim		99.0%	2/18/2019		2/28/2019					
31197	2/7/2019	Cody Brothers	Edison Parking Lot	\$ 97,082.00	315	8	Weekend		Greg	John M		99.0%								
31206	2/26/2019	Duke Realty	24960 San Michele Road	\$ 191,952.00	1,450		Day	20 Working Days	Greg	John W		99.0%	3/4/2019		3/6/2019					
31207	11/01/2019	City of Downey	Paramount Boulevard Median Island Improvement	\$ 1,521,846.00	1,000	723	Day	75 Working Days	Greg	Rick		99.0%</								

Job No.#	Date	Agency / Owner	Project Title	Bid Amount	AC Tonnage	Concrete	Day/Night	Contract Time	P.M.	Suplt	Coor	Completed	Cont. Rec.	Date of Letter	Sent Back	Via	NTP	In House Pre- Job Meeting	Day Pre- Job Meeting	DC Requirement
32277	3/2/2020	Schuler Constructors	Kath Tank Project - Corona	\$ 159,925.32	1100	0	Day	10 Working Days	Augustine	John W	Joe	99.0%								
32286	1/25/2020	City of Chino Hills	Pipeline Avenue Pavement Rehabilitation Project No.	\$ 219,854.00	1800	5	Day	20 Working Days	Maurice	John W	Mindie	99.0%		2/26/2020	2/26/2020	3/6/2020	FedEx	3/26/2020		
32288	2/20/2020	City of Ontario	2020 Spring Pavement Rehabilitation Project	\$ 2,197,699.00	15100	340	Day	40 Working Days	Maurice	John W	Mindie	99.0%		2/28/2020	7/24/2020	3/10/2020	FedEx			
32305	8/25/2019	Myers & Sons Construction	Route 15 Contract No. 08-1F1424	\$ 1,256,166.00	9,400	0	Night	400 Working Days	Jim	Art		99.0%		3/2/2020		3/2/2020	Mail		12/12/2019	
32306	2/28/2020	Department of Transportation	Traverse 215 from PM R40.5 to PM 43.1 Contract 08-	\$ 240,000.00		150	Night	30 Working Days	Jim	John W	Joe	99.0%		2/28/2020		3/3/2020	Emailed			
32309	3/2/2020	City of Norco	Trimmer Avenue Street Rehabilitation	\$ 652,470.00	5600	30	Night	20 Working Days	Edward	John W	Mindie	99.0%		3/25/2020		3/25/2020				
32311	7/10/2019	Los Angeles County Department of	RMD/JC6847 Pavement Reconstruction	\$ 1,100,000.00			1 Year		Jerry	Doug	Deanne	99.0%		8/7/2019		8/8/2019				
32312	2/1/2020	City of San Jacinto	Sanderson Avenue Safety Improvements Project	\$ 773,226.00	0	0	Day	60 Working Days	Brian A	John W	Mindie	99.0%		2/19/2020	2/19/2020	2/26/2020	FedEx		3/12/2020	3/2/2020
32314	3/18/2020	Sturgeon Electric	(08-384234) Rte #10 Install Fiber Optic Cable System	\$ 225,851.17	220	4.6	Night	150 Working Days	Edward	John W	Mindie	99.0%								
32315	2/27/2020	City of Simi Valley	FY 2019-20 Minor Streets Rehabilitation Program,	\$ 992,543.70	4000	154	Day	50 Working Days	Edward	John W	Deanne	99.0%								
32316	3/19/2020	American Civil Contractors	Rte #10 Phase High Friction Surface Treatment	\$ 172,858.70	750	0	Night	100 Working Days	Edward	Art		99.0%								
32317	1/29/2020	City of Santa Rosa	Slurry Seal Project FY 1920	\$ 1,697,400.00	1840	0	Day	60 Working Days	Kim	Rick	Mindie	99.0%		3/8/2020		3/10/2020	FedEx			
32326	2/11/2020	City of Paramount	Neighborhood Street Resurfacing on Various City	\$ 1,238,777.00	5380	420	Day	40 Working Days	Maurice	Rick	Deanne	99.0%		2/28/2020	2/19/2020	3/10/2020	FedEx			
32331	3/31/2020	City of San Marino	FY 2019 Street Rehabilitation Program Project	\$ 2,109,419.00	12600	100	Day	60 Working Days	Maurice	John M	Deanne	99.0%		3/17/2020	3/17/2020	3/27/2020	FedEx			
32335	3/19/2020	City of Menifee	Ethnic Road & Sherman Road Street Resurfacing	\$ 1,276,845.68	3292	280	Day	60 Working Days	Edward	John W	Mindie	99.0%		3/27/2020	4/27/2020	4/10/2020				
32336	3/20/2020	Techert	(07-312004) Rte 25/101/105/110 Moony Traffic	\$ 314,590.10	450	0	Night	500 Working Days	Edward	Doug	Deanne	0.0%		3/20/2020	3/11/2020	3/24/2020	FedEx			
32337	3/1/2020	Shivers Construction Company,	ROYAL, Rte 101 & Railroad Canyon Road	\$ 2,169,878.46	26000		Day & Night	134 Working Days	Edward	Art		99.0%		3/1/2020		3/2/2020	FedEx			
32339	3/2/2020	City of Temecula City	Las Lunas Blvd Pavement Rehabilitation Phase 1	\$ 648,000.00	4880	20	Day	21 Working Days	Maurice	John M	Deanne	99.0%		3/18/2020	3/18/2020	3/27/2020	FedEx			
32345	3/5/2020	Pulte Homes Company	West Haven Cascade Offsite Street Rehabilitation	\$ 648,000.00					Miguel	Jim	Joe	99.0%								
32349	3/19/2020	City of Chino Hills	2019-2020 Street Improvement Project ST200001	\$ 1,083,148.00	11550	0	Day	40 Working Days	Maurice	John W	Mindie	99.0%		4/8/2020		4/15/2020	FedEx			
32350	3/26/2020	City of Chino Hills	Bayberry Drive and Valle Vista Drive Project	\$ 637,229.00	4400	180	Day	40 Working Days	Maurice	John W	Mindie	99.0%		5/8/2020						
32351	3/14/2020	City of Moreno Valley	Polkville Repair Services	\$ 1,650.00 per hr	850	0	Day	365 Working Days	Augustine	John W	Mindie	99.0%								
32359	3/5/2020	City of Norco	FY 2019-2020 Slurry Seal Project	\$ 1,467,708.00					Brian A	John W	Mindie	99.0%		3/19/2020	3/19/2020	4/14/2020	FedEx		5/28/2020	
32360	4/1/2020	City of Norco	Crestview Drive Pavement Improvement Project	\$ 646,098.00	2000	224	Day	60 Working Days	Edward	Jerry	Mindie	99.0%		4/15/2020		4/22/2020	FedEx			
32361	5/22/2019	County of Orange	JOC Pavement Maint-Cowan Heights- FY 19-20	\$ 2,584,747.68			Day	365 Calendar Days	Gordon	Rick		99.0%								
32364	2/1/2020	City of Huntington Beach	Graham, Slater, Newland and Atlanta Rehabilitation	\$ 5,151,955.00	25881	1495	Day	105 Working Days	Jim	Doug	Deanne	99.0%								
32367	4/2/2020	City of Victorville	Third Avenue Road Improvement	\$ 1,790,000.00	4800	200	Day	70 Working Days	Augustine	Jim	Mindie	99.0%								
32372	4/1/2020	City of Jurupa Valley	Garrison Hill Drive Pavement Rehabilitation	\$ 999,777.00	8000	40	Day	70 Working Days	Maurice	John W	Mindie	99.0%		4/17/2020	4/17/2020	5/5/2020	FedEx			
32382	4/7/2020	City of Aliso Viejo	Pavement Rehab on Barton Road	\$ 1,845,871.00	6260	0	Day	40 Working Days	Edward	John W	Mindie	99.0%		4/15/2020	4/15/2020	5/6/2020	FedEx			
32423	4/29/2020	Metropolitan Water District	Asphalt Roadway & Parking Lot Restoration	\$ 281,000.00	30		Day	30 Working Days	Augustine	John W	Joe	99.0%								
32424	4/29/2020	County of Riverside Transportation	LA Sierra Ave Reconstruction and Slurry Seal Project	\$ 2,496,955.40	14900	6	Night/Day	40 Calendar Days	Edward	John W	Mindie	99.0%		5/17/2020		5/15/2020	fedex			
32426	4/22/2020	Caltrans	(08-1H3414) Rtes 210/215/259 Phase RHMA-G, Cold	\$ 6,324,158.90	35900	0	Night	50 Working Days	Edward	John W	Joe	26.0%		5/7/2020		5/11/2020	fedex			
32433	4/30/2020	City of Rancho Santa Margarita	Antonio Parkway Rehabilitation	\$ 412,137.00	2480	0	Day	35 Working Days	Jim	Rick	Joe	99.0%		5/6/2020		5/20/2020	fedex			
32434	4/2/2020	City of Westminster	Westminster Blvd	\$ 218,000.00	3291		Day	30 Working Days	Jim	Doug	Deanne	99.0%		5/17/2020		5/17/2020	fedex			
32442	4/7/2020	City of Santa Ana	Henninger Neighborhood Residential Street Repair	\$ 69,227.00	600		Day	50 Working Days	Jim	Rick	Joe	99.0%		5/7/2020		5/29/2020	fedex			
32445	4/14/2020	City of Santa Ana	Local Street Preventative Maintenance	\$ 1,987,588.00	3570	150	Day	50 Working Days	Jim	Rick	Joe	99.0%		5/7/2020		6/5/2020	fedex			
32466	3/19/2020	City of Compton	Annual Residential Street Rehabilitation-Phase 1	\$ 5,295,068.00	16920	1863	Day	130 Working Days	Gordon	John M	Deanne	99.0%								
32473	5/7/2020	Lennar Homes	Merrill and Haven Street Improvements	\$ 1,481,832.15				45 Calendar Days	Miguel	Jim	Joe	99.0%				6/10/2020	FedEx			
32480	4/16/2020	City of Newport Beach	Camino Highlands	\$ 2,425,694.00	8000	440	Day	90 Working Days	Jim	Rick	Joe	99.0%								
32489	10/8/2018	Wash Construction	OC Streetcar	\$ 2,645,117.50	22,242		Day	105 Calendar Days	Jim	Art		95.0%		5/15/2020		5/15/2020	DocuSign			
32491	5/8/2020	City of Fontana	Valley Blvd @ Almond Ave Traffic Signal Project	\$ 1,012,000.00	1025	250	Day	55 Working Days	Augustine	Jim	Mindie	45.0%		6/24/2020		7/2/2020	FedEx			
32492	5/19/2020	City of Calabasas	2020 Street Resurfacing Project # 19-20-04	\$ 685,000.00	3015	150	Day	40 Working Days	Augustine	John M	Deanne	99.0%		6/22/2020		6/29/2020	FedEx			
32507	1/7/2020	Belco Elecon Group	City of Burbank - Midtown Commercial Traffic Signal	\$ 272,800.00	20	190	Day	15 Working Days	Maurice	John M	Deanne	99.0%								
32512	1/15/2020	City of Torrance	Residential Street Rehabilitation - Area A	\$ 2,133,840.00	7800	644	Day	120 Working Days	Gordon	John M	Ted	99.0%		2/28/2020		3/6/2020	FedEx			
32513	4/23/2020	City of Wilmette	Road Maintenance and Rehabilitation Improvement	\$ 655,945.00	2081	30	Day	30 Working Days	Gordon	John W	Mindie	99.0%								
32516	5/12/2020	City of Palm Springs - Traffic Signal and ADA	Base Elected Group	\$ 390,750.00	380		Day	30 Working Days	Maurice	John W	Joe	99.0%								
32517	6/3/2020	City of Alhambra	2020 Street Improvements Project - Olive Avenue and	\$ 300,433.00	1333	150	Day	40 Working Days	Augustine	Jim	Mindie	99.0%		6/24/2020		7/2/2020	FedEx			
32518	4/23/2020	Caltrans	12-0R8904 Route 5	\$ 1,815,853.00	10300	12	Night	60 Working Days	Jim	Rick	Joe	99.0%		5/28/2020		6/2/2020	fedex			
32526	3/31/2020	City of Rancho Cucamonga	FY 19-20 Local Slurry Seal Pavement Rehabilitation	\$ 196,232.00					Brian A	John W	Mindie	99.0%		4/20/2020	4/20/2020	5/6/2020	FedEx			
32529	5/28/2020	City of Placentia	FY 2019-20 Arterial Roadway Rehabilitation Project	\$ 2,339,799.00	15000	115	Day	100 Working Days	Maurice	Rick	Mindie	99.0%		6/21/2020	6/22/2020	7/6/2020	FedEx		7/14/2020	
32530	4/17/2020	City of Pasadena	Continuation of Olive Avenue	\$ 3,088,175.00	16845	1854	Day	120 Working Days	Jim	Mindie		99.0%		6/22/2020		6/28/2020	FedEx			
32534	5/19/2020	City of Aliso Viejo	FY 19-20 Slurry Seal & Rehabilitation	\$ 1,845,795.00	0	0	Day	70 Working Days	Brian A	Rick	Mindie	99.0%		5/8/2020	5/8/2020	5/12/2020	FedEx		6/10/2020	
32546	5/19/2020	City of Sierra Madre	Sierra Vista Park Parking Lot Improvement	\$ 192,375.20	20		Day	20 Working Days	Kim	Jim	Mindie	99.0%		6/10/2020	6/10/2020	6/12/2020	FedEx			
32551	4/14/2020	California Professional Engineering	City of Cudahy - ATP Cycle 2 Project	\$ 154,680.00	100	60	Day	10 Working Days	Maurice	John M	Deanne	50.0%								
32554	1/9/2020	Stephen Doreck	Brea - Puente Street Improvements	\$ 1,921,565.50	13366	196	Day	165 Working Days	Edward	Rick	Joe	99.0%		6/12/2020	6/12/2020	6/14/2020	FedEx			
32557	2/19/2020	Peterson-Chase	07-317704 Route 134	\$ 6,610,784.00	38400		Night	60 Working Days	Jim	Art		0.0%		6/10/2020						
32562	6/16/2020	Caltrans	Route 215 (SR 58) to SR 4	\$ 10,000.00	150		Day	10 Working Days	John W	Joe		99.0%		6/25/2020		7/2/2020	FedEx			
32565	6/16/2020	Caltrans	Route 215 (SR 58) to SR 4	\$ 280,000.00	200		Night	30 Working Days	Jim	John W	Joe	99.0%		6/17/2020		6/17/2020	FedEx			
32570	6/14/2020	City of Fountain Valley	Residential Roadway Rehabilitation Project G1229	\$ 1,623,078.06	15560	1490	Day	50 Working Days	Maurice	Rick	Deanne	99.0%		6/22/2020	6/22/2020	6/29/2020	FedEx		7/9/2020	
32584	4/30/2020	City of Orange	Annual Slurry Seal at Various Locations, FY 19-20, SP4	\$ 377,737.78	410	0	Day	60 Working Days	Brian A	Rick	Mindie	99.0%		6/15/2020	6/15/2020	6/29/2020	FedEx			
32585	6/18/2020	City of Hemet	2019-2020 Pavement Rehabilitation Phase 2	\$ 1,119,322.00	8300	340	Day	40 Working Days	Maurice	John W	Mindie	99.0%		7/2/2020	7/12/2020	7/6/2020	FedEx			
32586	6/18/2020	City of Chino Hills	Canyon Hills Road Pavement Rehab Project	\$ 106,000.00	250	0	Day	25 Working Days	Augustine	John W	Joe	99.0%		7/2/2020		7/2/2020	FedEx			
32586	7/12/2020	City of Orange	Cowan Heights Overlay	\$ 20,800.00			Day	20 Working Days	Gordon	Rick	Joe	99.0%		7/12/2020		7/12/2020	FedEx			
32624	5/19/2020	City of Perris	2020 Citywide Street Improvements	\$ 1,193,078.17	4000	248	Day	75 Working Days	Gordon	John W	Mindie	99.0%		6/30/2020	6/10/2020	7/2/2020	FedEx			
32636	7/8/2020	City of Glendora	Glendora, Dike St, Prospero Dr, Soderberg Ave Ghent	\$ 329,797.49	2558	34	Day	30 Working Days	Edward	Jim	Joe	99.0%		7/17/2020		7/22/2020	FedEx			
32643	3/9/2020	Crestmont Electrical Data, Inc.	City of Newport Beach - Traffic Signal Upgrade	\$ 112,540.00	20	100	Day	10 Working Days	Maurice	John M	Deanne	99.0%								
32647	4/14/2020	City of Los Angeles	RMD/JC6879 Pavement Preservation (Seal Coats),	\$ 4,200,000.00					Brian A	Darren		99.0%		6/3/2020	4/22/2020	6/5/2020	FedEx		7/15/2020	
32650	6/2/2020	City of Pasadena	Alisal Parkway - Jeronimo Road and Maguente	\$ 2,143,333.00	19620	110	Day													

Job No.#	Date	Agency / Owner	Project Title	Bid Amount	AC Tonnage	Concrete	Day/Night	Contract Time	P.M.	Supt	Coor	Completed	Cont. Rec.	Date of Letter	Sent Back	Via	NTP	In House Pre-Job Meeting	City Pre-Job Meeting	LC Requirement
33534	5/19/2021	Lewis Operating Corp	Parade In-Track Streets	\$ 716,771.76	3500	700	Day	60 Working Days	Miguel	Jim H.		90.0%								
33535	4/22/2021	Lennar Homes	Off-Site Street Improvements -Track Map 20092, El Rancho	\$ 1,756,756.00	6000	1200	Day	110 Working Days	Miguel	Jim H.		10.0%								
33537	4/22/2021	City of Riverside	Overland (Phase 1) Water Main Replacement Project	\$ 252,265.00	548	62	Day	35 Working Days	Kim	Jerry		59.0%	5/20/2021	5/20/2021	5/20/2021	PO Email	5/20/2021			
33539	5/4/2021	City of Corona	Street Pavement Maintenance & Rehabilitation	\$ 2,644,044.00	18000	183	Day	80 Working Days	Kim	Jerry E.		95.0%	5/19/2021	5/18/2021	5/20/2021	DocuSign				
33550	5/25/2021	City of Long Beach	Myrtle Ave. B/T Market St. & South St. R-7153	\$ 130,853.00	4	0	Day	10 Working Days	Jerry	Jorge O.		0.0%								
33559	5/20/2021	City of Agoura Hills	FY 2021-2022 Pavement Rehabilitation Project	\$ 804,563.44	2425	215	Day	45 Working Days	Augustine	John M.	Deanne	90.0%		6/3/2021	6/3/2021	FedEx				
33561	5/11/2021	City of Bell Gardens	Various Residential Street Improvements FY 20-21	\$ 491,000.00	1340	200	Day	40 Working Days	Augustine	Rick S.	Gio	59.0%	5/28/2021	5/28/2021	6/3/2021	FedEx				
33562	4/5/2021	City of Banning	Ramsey Street and Hathaway Street Improvements	\$ 3,697,562.50	4000	600	Day	180 Working Days	Gordon	John W.	Gio	40.0%	5/27/2021	6/21/2021	6/21/2021	DocuSign	6/23/2021			
33564	6/1/2021	Century Communities	Peris Blvd Street Improvement	\$ 387,715.17	1000	200	Day	40 Working Days	Miguel	John W.		85.0%								
33567	5/20/2021	City of Lake Forest	Glenn Ranch Road Rehabilitation Project	\$ 1,422,422.00	11010		Day		Maurice	Rick	Gio	0.0%	5/28/2021	5/26/2021	6/8/2021	FedEx				
33575	2/25/2021	Crosetown Electrical Data, Inc.							Maurice			0.0%								
33575	6/3/2021	City of Redondo Beach	Inglewood Ave at Manhattan Beach Blvd Intersection	\$ 934,948.00	670	200	Day	80 Working Days	Augustine	John M.	Deanne	0.0%	7/12/2021	6/21/2021						
33580	5/10/2021	City of El Monte	Cedar Ave, Lower Azusa Road, City Limit Area	\$ 2,373,225.00	6890	645	Day	60 Working Days	Gordon	Jim H.	Gio	95.0%	6/24/2021	6/24/2021	6/25/2021	FedEx				
33581	4/22/2021	Ortiz Enterprises Inc.	Route 405 - 07-293604	\$ 1,010,235.00	8370		Night	580 Working Days	Jim	Art		0.0%	9/17/2021		9/17/2021					
33582	4/8/2021	AMES Construction	08-083304 Route 60	\$ 2,166,367.60	21900	0	Night	340 Working Days	Jim	Art		0.0%	6/8/2021		6/10/2021					
33583	6/14/2021	City of Long Beach	Outer Traffic Circle R-7131-A	\$ 826,097.82	526		Day		Jerry L.	Jorge O.		0.0%								
33588	6/1/2021	City of Paramount	Neighborhood Street Improvements on Various City Str	\$ 1,348,352.60	5340	434	Day	40 Working Days	Edward	Rick	Gio	20.0%	7/8/2021	7/8/2021						
33590	4/7/2021	City of Inglewood	Centinella Avenue Medians & ADA Improvements	\$ 6,890,738.50	10670	1175	Day	200 Working Days	Gordon	John M.	Deanne	7.0%	6/8/2021							
33599	6/14/2021	City of Long Beach	Atherton Place R-7131-A	\$ 56,097.92	527		Day		Jerry L.	Jorge O.		0.0%								
33610	6/14/2021	City of Long Beach	Sant Fe Ave. R-7131-A	\$ 263,505.66	845		Day		Jerry L.	Jorge O.		0.0%								
33616	5/20/2021	City of Azusa	Residential Resurfacing Project 2021	\$ 887,324.50	800	500	Day	30 Working Days	Brian A	Jim H.		80.0%	6/22/2021	6/22/2021	7/2/2021	FedEx				
33624	4/21/2021	City of Lake Blenheim	Collins Ave Pavement Rehab & Striping Project	\$ 1,152,114.05	13467	45	Night	40 Working Days	Gordon	John W.	Gio	98.0%								
33626	5/20/2021	City of Ontario							Maurice			0.0%								
33629	5/28/2021	City of Mission Viejo	Asphalt Repairs & Asphalt Overlays of Various St	\$ 1,422,777.00			Day	45 Working Days	Maurice			98.0%	6/15/2021	6/15/2021						
33637	4/1/2021	Matt Construction	LA County Club Parking Rehab	\$ 684,170.00	5000	0	Day	90 Working Days	Augustine	Jerry E.	Gio	0.0%								
33644	6/22/2021	City of Long Beach	Ocean Blvd. & 54th Street R-7131-A	\$ 22,130.00	43		Day		Jerry L.	Jorge O.		98.0%								
33646	5/20/2021	City of West Covina	Fire Station No. 4 Parking Lot Improvements	\$ 208,194.00	450	209	Day	30 Working Days	Kim	Jim H.	Gio	98.0%	6/22/2021	6/22/2021	7/8/2021	Hand Del. E.V.				
33649	5/20/2021	City of El Monte	El Monte Bike Blvd. and Pavement Rehabilitation	\$ 948,744.00	3530	135	Day	40 Working Days	Gordon	Jim H.	Gio	98.0%	5/27/2021	5/25/2021	6/24/2021	FedEx				
33653	2/23/2021	City of Norwalk	Local Streets Rehabilitation - Zone 27 East of Gard	\$ 1,051,330.00	10700	0	Day	40 Working Days	Gordon	Rick	Gio	98.0%								
33658	5/27/2021	City of Norwalk	Local Zone Street Rehabilitation Program - Phase 1, Zo	\$ 169,054.00	0	0	Day	40 Working Days	Brian A	Darren		90.0%								
33665	5/25/2021	City of Aliso Viejo	FY 21-22 Slurry Seal & Rehabilitation	\$ 511,563.00	0	0	Day	30 Working Days	Brian A	Darren		90.0%								
33680	6/25/2021	City of Westminster	Street Improvements for McAdams Avenue	\$ 1,142,160.00	6000	100	Day	30 Working Days	Jim	Doug H.	Deanne	25.0%	6/30/2021	6/30/2021	7/9/2021					
33689	6/1/2021	City of Cerritos	Asphalt Improvements in Residential Streets Project #1	\$ 143,341.00	225	0	Day	30 Calendar Days	Kim	Rick		2.0%	6/30/2021	6/30/2021	7/7/2021	FedEx				
33692	6/28/2021	City of Mission Viejo	Los Alisos Boulevard, Marguerite Parkway and Santa Margar	\$ 2,689,689.00	16400	510	Day	45 Working Days	Maurice	Rick S.	Gio	85.0%								
33693	4/8/2021	City of Anaheim	Anaheim Island Phase 2 Rehabilitation Project RCP202	\$ 126,128.00	543		Day	22 Working Days	Kim	Rick		95.0%								
33694	7/7/2021	VCI Construction, INC. / LB	Shoreline Drive & Ocean Blvd.	\$ 65,915.00	33		Day		Jerry L.	Jorge O.		0.0%								
33699	6/17/2021	Lennar Homes	Monterado - Street & Storm Drain Improvements	\$ 779,779.00	4000	300	Day	30 Working Days	Miguel	Jim H.		0.0%								
33700	4/22/2021	City of Palos Verde Estates	Via Campestina Street Improvements #FW-681-20	\$ 248,888.00	1260	10	Day	30 Working Days	Maurice	John M.	Gio	99.0%	6/2/2021	6/2/2021	6/4/2021	Email/Fedex				
33705	7/7/2021	City of San Gabriel	2021 Pavement Rehabilitation Project	\$ 5,232,394.90	55044	0	Day	60 Working Days	Edward	Jim H.		10.0%								
33706	6/28/2021	City of Mission Viejo	Via Escorial Pavement Rehabilitation Project	\$ 174,471.00	1080	0	Day	30 Working Days	Kim	Rick		99.0%	7/14/2021	7/14/2021	8/6/2021	FedEx				
33708	6/10/2021	City of San Clemente	FY2020 Major Street Maintenance FY2021 Slurry Seal	\$ 1,884,488.00	765	67	Day	60 Working Days	Kim	Rick S.		58.0%	7/21/2021	7/21/2021	7/21/2021	FedEx	8/23/2021			
33709	7/1/2021	City of West Hollywood	Mid City, La Brea & SMB Pavement Repair Program	\$ 1,587,729.00	10460	0	Day	35 Working Days	Maurice	John M.	Deanne	0.0%	7/12/2021	7/12/2021	7/20/2021	FedEx				
33720	7/15/2021	City of La Verne	2020-21 Home/Ramona Grind and Overlay Improvem	\$ 443,333.00	4404	0	Day	20 Working Days	Maurice	Jim H.	Gio	99.0%	7/15/2021	7/15/2021	7/20/2021	Small Hand Deliv				
33729	10/20/2020	City of Carlsbad	2020-21 Pavement Overlay	\$ 4,636,132.00	19680	0	Day	120 Working Days	Jim	Rick	Gio	0.0%	7/15/2021		7/20/2021					
33730	5/4/2021	Pavement Coating							Maurice			0.0%								
33731	5/13/2021	City of Moreno Valley	Pavement Rehabilitation for Various Local Streets	\$ 1,294,784.00	4925	325	Day	160 Working Days	Gordon	John W.	Gio	10.0%	6/17/2021	6/17/2021	6/28/2021					
33739	6/9/2021	City of El Monte	Active Transportation for El Monte Station and Downtown	\$ 1,897,325.00	3200	480	Day	60 Working Days	Edward	Jim H.	Gio	0.0%	7/14/2021	7/14/2021	7/20/2021	FedEx				
33747	7/20/2021	City of Rancho Mirage	Tamisk Neighborhood Pavement Rehabilitation	\$ 350,816.00	1700	25	Day	60 Working Days	Augustine	John W.	Gio	0.0%	9/2/2021							
33752	6/10/2021	Pavement Coating							Maurice			0.0%								
33762	6/3/2021	City of Fullerton	Runway Edges Enhancement Project	\$ 2,568,760.00	2800	0	Night	85 Working Days	Gordon	Doug H.	Deanne	0.0%	7/26/2021	7/21/2021	8/12/2021	FedEx				
33764	5/12/2021	City of Santa Clarita	2020-21 Annual Slurry Seal	\$ 856,304.45	2200	0	Day	30 Working Days	Gordon	John M.	Deanne	50.0%	6/8/2021	6/9/2021	6/28/2021			8/4/2021		
33776	8/5/2021	City of Ontario	ATP Cycle 4 Safe Routes To School Pedestrian Improvement	\$ 5,534,634.00	2890	4050	Day	300 CD	Maurice	John W.	Gio	0.0%	7/30/2021	7/27/2021						
33778	5/18/2021	In-County Homes, Inc.	Victoria Street Improvements - Fontana	\$ 268,368.00	500	200	Day	20 Working Days	Miguel	Jim H.	Gio	60.0%	8/22/2021	8/22/2021	6/28/2021	DocuSign				
33781	5/5/2021	City of Riverside	2019/2020 Arterial & Minor Streets, Phase 3	\$ 2,795,350.00	9500	1000	Day	100 Working Days	Kim	John W.		0.0%	8/3/2021		8/4/2021					
33787	7/22/2021	City of Anaheim	State College Boulevard Improvements from Ball Road	\$ 484,848.00	3500	140	Day	22 Working Days	Kim	Rick S.		0.0%	7/28/2021	7/28/2021	8/3/2021	FedEx				
33794	8/5/2021	City of Long Beach	Alamitos Ave, Bikeway R-7131-A	\$ 166,493.31	4		Day		Jerry L.	Jorge O.		0.0%								
33813	8/11/2021	City of Long Beach	Del Amo Blvd. R-7131-A	\$ 388,422.80	4		Day		Jerry L.	Jorge O.		0.0%								
33817	8/16/2021	City of Long Beach	Various Streets in District 7, R-7153	\$ 725,087.82	3046		Day		Jerry L.	Jorge O.		0.0%								
33826	8/12/2021	City of Long Beach	Winslow Ave Between Colorado Ave R-7153	\$ 166,297.76	709		Day		Jerry L.	Jorge O.		0.0%								
33843	8/18/2021	Toll Brothers	The Meadows - Street Improvements	\$ 4,941,887.50	21100	2000	Day	120 Working Days	Miguel	Rick S.		15.0%	8/24/2021	8/24/2021	8/25/2021	DocuSign				
33851	2/18/2021	Leonida Builders, Inc.	Santa Gertrudis Ped & Bike Trail - Temecula	\$ 105,915.00	1035	0	Day	120 Working Days	Gordon	Art		0.0%	4/9/2021		5/19/2021					
33854	6/30/2021	County of Orange	Westminster Library Parking Lot Seal Coat	\$ 21,102.95	0	0	Day	5 Working Days	Gordon	Rick S.	Gio	98.0%								
33855	5/5/2021	City of Torrance	Plaza Del Amo at Western Ave Mobility	\$ 1,196,190.00	2000	290	Day	90 Working Days	Gordon	John M.	Deanne	0.0%	7/21/2021	7/19/2021	8/3/2021	FedEx				
33863	7/28/2021	City of Wildomar	Road Maintenance and Rehabilitation Project	\$ 664,622.50	1672	0	Day	30 Working Days	Gordon	John W.	Gio	5.0%	8/2/2021	8/2/2021	8/10/2021	FedEx				
33868	8/10/2021	City of Long Beach	South Street	\$ 512,083.30	1995		Day		Jerry											
33869	8/1/2021	Irvine Ranch Water District	MWRP Paving Near Buildings 90, 100, and 110	\$ 174,991.00	300	25	Day	60 Working Days	Augustine	Rick S.	Gio	50.0%	9/3/2021							
33894	8/30/2021	City of Corona	Street Pavement Maintenance & Rehabilitation 22-01H	\$ 7,093,575.00	37350	567	Day	100 Working Days	Kim	Jerry		0.0%	9/2/2021	9/2/2021	9/17/2021	DocuSign				
33898	8/13/2021	City of Long Beach	5th Street Margot to East End R-7153																	
33903	1/18/2021	County of Orange	Prima Deschecha North Access Road Resurfacing	\$ 454,878.00	3450	0	Day	3 Months	Gordon	Rick S.	Gio	99.0%								
33907	5/18/2021	County of Orange	Phase 2 - Panorama Heights Grind & Overlay	\$ 899,446.00	4907	136	Day	35 Working Days	Gordon	Rick S.	Gio	10.0%								
33911	8/15/2021	City of Long Beach	Long Beach Airport R-7131-A	\$ 241,389.77	2004		Day		Jerry L.	Jorge O.		0.0%		</						

Job No.#	Date	Agency / Owner	Project Title	Bid Amount	AC Tonnage	Concrete	Day/Night	Contract Time	P.M.	Supt.	Coor.	Completed	Cont. Rec.	Date of Letter	Sent Back	Via	NTP	In House Pre-Job Meeting	City Pre-Job Meeting	LC Requirement	
34041	9/2/2021	City of Gardena	Van Ness Avenue and 139th Street Improvement	\$ 1,369,920.00	7725	373	Day	60 Working Days	Gordon	John M.	Deonne	0.0%		10/5/2021							
34058	7/28/2021	City of Newport Beach	Mission Bay Drive Street Improvements	\$ 196,861.00	1310	1	Day	60 Working Days	Kim	Rick S.		0.0%		9/2/2021	9/2/2021						
34059	9/8/2021	City of Montebello	N. Concourse Avenue Street Improvement Project CP 880	\$ 224,473.00	921	72	Day	35 Working Days	Kim			0.0%		11/18/2021	11/4/2021						
34065	11/1/2021	Toll Bros., Inc.	Metro Heights (Montebello Hills) - PHASE 1 AND 3 Streets	\$ 2,675,250.00	9000		Day	160 Working Days	Miguel	Rick S.		0.0%		11/2/2021							
34070	11/18/2021	City of Long Beach	Dist. 9 - 60th Street between Atlantic to Orange Ave. R-7	\$ 717,651.58	1334		Day		Jerry L.	Jorge O.		0.0%									
34074	11/18/2021	City of Long Beach	Dist. 9 - 2nd St. between Atlantic Pl. & Myrtle Ave. R-7	\$ 238,577.90	505		Day		Jerry L.	Jorge O.		0.0%									
34085	11/8/2021	Casa Verdes Townhouse Homeown	Casa Verdes Pavement Rehabilitation	\$ 131,852.00	840	0	Day	25 Working Days	Augustine	John M.	Deonne	0.0%									
34119	9/14/2021	City of La Verne			3750	0		25 Working Days	Maurice	Jim H.	Gio	0.0%									
34119	10/28/2021	City of Newport Beach	East Coast Highway and Marguerite Avenue Pavement	\$ 3,363,056.00	18972	662	Day	80 Working Days	Kim	Rick S.		0.0%	12/1/2021	11/30/2021							
34131	10/22/2021	NASCAR							Maurice			0.0%									
34144	10/29/2021	City of Laguna Woods							Maurice			0.0%									
34163	11/30/2021	Robertson's Ready Mix	Ramsey & Hathaway Improvements	\$ 413,710.75	2630	150	Day		Gordon	John W.	Gio	0.0%	12/9/2021								
34521	3/31/2021	Belco Elecnor Group	RMDJOC6890 Pavement Reconstruction	\$ (301,563.00)			Day		Kim	Doug	Deonne	99.0%	6/3/2020	4/22/2020	6/5/2020	FedEx	9/29/2020				
	4/14/2021	County of Los Angeles	SKWJOC6700 Pavement Reconstruction	\$ 5,100,000.00			Day	Annual	Kim	Doug	Deonne	99.0%	6/3/2020	4/22/2020	6/5/2020	FedEx					
	10/13/2020	Los Angeles County Department of	RMDJOC6680 Pavement Preservation (Seal Coats), South Los Angeles County	\$ 4,800,000.00			Day		Brian A.	Darren		99.0%	6/3/2020	4/22/2020	6/5/2020	FedEx					
	4/14/2020	County of Los Angeles	RMDJOC 6635 Pavement Preservation (Seal Coats)	\$ 4,700,000.00	1,000		Day	365 Calendar Days	Jerry	John M.	Ted	99.0%	7/11/2019	6/17/2019	7/18/2019	FedEx					
	6/4/2019	County of Los Angeles	Disneyway - Anaheim	\$ 304,227.00	3,650		Day	2 years	Brett	Rick		0.0%									
	3/25/2016	Flatron	LA World Airport-Terminal Cores & APM Interface	\$ 113,642.50	160	0	Day		Gordon	Art		0.0%									
	6/13/2019	ARB	Route 57	\$ 63,245.00	198	0	Night	440 Working Days	Jim	Art		0.0%									
	8/21/2019	Chume Construction	Spectrum Terrace Phase 2	\$ 799,827.00	7330	0	Day		Greg	Rick		0.0%									
	11/12/2019	Hathaway Dinwiddie	Master Agreement for Slurry Seal and Crack Seal Services				Day		Brian A.	Rick	Mindie	0.0%	3/18/2020	3/17/2020	3/25/2020	FedEx	9/2/2020				
	3/17/2020	City of Anaheim	Overlay and Repair to Calle Pino	\$ 92,600.00	412	0	Day	15 Working Days	Augustine	Jerry	Gio	0.0%									
	7/29/2020	Tenaja Comm Services District	REBID Pine Tree Wind Power Plant Access Road Repair & Improvement	\$ 810,400.00					Brian A.	Darren	Deonne	0.0%	1/13/2021		1/19/2021	FedEx					
	9/10/2020	Los Angeles Depart Of Power And	JOC for Slurry and Paving Services-Facilities-MA-010-21011061	\$ 1,045,922.00			Day	365 Calendar Days	Gordon	Rick	Gio	0.0%	1/25/2021		1/26/2021	Docusign					
	1/19/2021	County of Orange					Day		Gordon	Rick	Gio	0.0%	1/25/2021								
	2/25/2021	Crosstown Electrical Data, Inc.	Caltrans - 07-4V1404 Route 213 Bid	\$ 211,510.00	20	45	Day		Maurice	John M.	Deonne	0.0%									
	3/2/2021	Belco Elecnor Group	HSB-Cycle & Olympic Blvd-City of Los Angeles	\$ 317,516.45	100	139	Day	365 Calendar Days	Gordon	John M.	Deonne	0.0%									
	3/4/2021	Belco Elecnor Group	San Gabriel - Intersection Safety Improvements	\$ 118,850.00	20	90	Day		Maurice	John M.	Deonne	0.0%									
	3/9/2021	Belco Elecnor Group	Traffic Signal Installations and Modifications	\$ 73,690.00	10	50	Day		Maurice	John W.	Deonne	0.0%									
	4/15/2021	R.V. Concrete	Route 91, 15 08-116804	\$ 364,200.00	1660	0	Night	30 Working Days	Jim	Art		0.0%									
	5/4/2021	Moote -DP1F3 CA 27 Archibald Av	The Homestead, City of Eastvale Limonite Avenue and 2021 Street Maintenance Project	\$ 2,779,779.00	1000	1200	Day	110 Working Days	Miguel	Jim H.		0.0%									
	5/4/2021	Pavement Coatings Inc	2021 Annual Street Maintenance Project	\$ 368,381.00	1960	50	Day		Maurice	John W.	Gio	0.0%	8/3/2021		8/4/2021	Email					
	5/18/2021	County of Orange	JOC for Pavement Maintenance FY 2021-2022	\$ 3,952,801.41	0	0	Day	365 Calendar Days	Gordon	Rick S.	Gio	0.0%									
	5/19/2021	City of Pico Rivera	Rosemead Blvd Road Rehabilitation Project	\$ 1,097,443.00	8492	40	Day	60 Working Days	Maurice	John W.	Gio	0.0%									
	5/20/2021	City of Ontario	2021 Fall Pavement Rehabilitation Project	\$ 4,433,499.00	24877	2585	Day		Maurice	John M.	Gio	0.0%	5/24/2021	5/24/2021	5/27/2021	FedEx					
	6/8/2021	Walsh / City of Long Beach	Reconst Taxway L Project @ The Long Beach Airport	\$ 1,785,410.00	13247	0	Day/Night	435 Working Days	Gordon	Art R.		0.0%									
	6/10/2021	Pavement Coatings Inc	2021 Annual Street Maintenance Project	\$ 126,400.00	380	0	Day		Maurice	Art R.		0.0%									
	7/22/2021	Shea Homes	Mill Creek and Ontario Ranch Road Street Improvements	\$ 865,35.00	3200	1000	Day	40 Working Days	Miguel	Jim H.		0.0%									
	7/27/2021	Lennar Homes	Street Improvements - Tract Map 20205 (PA 2) and Tr	\$ 1,956,956.00	6600	1000	Day	240 Working Days	Miguel	Jim H.		0.0%									
	9/9/2021	Griffith Co.	Main Street Interchange - Lake Elsinore	\$ 446,979.00	3860	0	Day/Nite	300 Working Days	Gordon	Art R.		0.0%									
	9/14/2021	City of La Verne	Country Club and Monterey Et Al Grind Overlay, ARAM	\$ 722,971.55					Maurice			0.0%	11/9/2021	10/21/2021	11/16/2021	FedEx					
	9/21/2021	Lennar Homes	Adobe Springs Tract 36733 Winchester Road Street ar	\$ 1,029,029.00	2100	500	Day	120 Working Days	Miguel	John W.		0.0%									
	9/26/2021	City of Riverside	2020/2021 SB-1 Street Maintenance Improvements	\$ 4,734,134.00	20000	800	Day	140 Working Days	Jim	John W.		0.0%	11/10/2021	11/10/2021							
	9/28/2021	City of Costa Mesa	Citywide Parkway Maintenance, Street Rehabilitation ar	\$ 2,698,061.00	14273	752	Day	100 Working Days	Kim	Doug		0.0%									
	10/7/2021	Lennar Homes	Tract 19787 - Grand Park Street, "A" Street, Archibald	\$ 2,218,218.00			Day		Miguel			0.0%									
	10/7/2021	Burbank-Glendue-Fasadena Airp	Taxlane Alpha Rehabilitation - Burbank Airport	\$ 1,197,129.65	5644	0	Night	60 Working Days	Gordon	Doug	Deonne	0.0%	10/26/2021								
	10/14/2021	Walsh	Moloney Grade Separation - Corona	\$ 1,089,897.00	12587	0	Both	460 Working Days	Gordon	Art R.		0.0%									
	10/14/2021	City of El Monte	Sewer Replacement Nevada Avenue & Bogder St Area pr	\$ 3,055,867.90			Day		Bob			0.0%									
	10/22/2021	NASCAR	New Valley Construction-NASCAR Coliseum Paving pr	\$ 530,910.00	2680	0	Day		Maurice	Art	Gio	0.0%									
	10/22/2021	RMV Realty, Inc	PA-3.2A Street Improvements	\$ 1,244,244.00	7500	800	Day	75 Working Days	Miguel	Rick S.		0.0%	11/12/2021	11/12/2021							
	10/29/2021	City of Laguna Woods	Pavement Management Plan Project Moulton Parkway	\$ 172,969.00	1300	0	Day	20 Working Days	Maurice	Rick S.	Gio	0.0%	11/		11/18/2021	FedEx					
34114	12/2/2021	City of Long Beach	Pine Ave., Aquarium Way, & Queens Way	\$ 65,184.00	5		Day		Jerry L.	Jorge O.		0.0%									
34116	12/2/2021	The Metropolitan Water District of	Skinner Facility Area Paving	\$ 1,936,677.00	11,150	153	Day	140 Working Days	Edward	John W.		0.0%									
	12/2/2021	City of El Monte	Traffic Calming Plan with Class IV Bike Lanes	\$ 897,024.16	2810	11	Day	120 Working Days	Gordon	Jim H.	Gio	0.0%									
	12/6/2021	Riverside Construction	Loma Linda-California Street Widening	\$ 525,350.00	5110	0	Day		Maurice	Art		0.0%									
34154	12/7/2021	City of Newport Beach	Jamboree Road Pavement Rehabilitation and Reclaim	\$ 3,955,555.55	19950	700	Day	80 Working Days	Kim	Rick S.		0.0%									
	12/7/2021	Colch & Sons	POLB - Critical Valve Replacement	\$ 39,690.00	162	0	Day	90 Calendar Days	Gordon	Art		0.0%									
34134	12/8/2021	County of Riverside Transportation	Rancho California Road and Anza Road	\$ 1,049,260.40	5200	9	Day & Night	14 Days	Edward	Johnny		0.0%									
	12/10/2021	City of Huntington Beach	Junior Lifeguard Parking Lot Part of Annual Contract	\$ 608,710.44	2523	10	Day	30 Working Days	Jim	Jorge O.		0.0%									
	12/13/2021	City of Manhattan Beach	Slurry Seal Project Central Area of Sand Section	\$ 673,275.00	50	0	Day	45 Working Days	Brian	Darren		0.0%									
	12/14/2021	City of Burbank	Local/Residential Street Rehab Phase 1 of Cycle 2	\$ 7,761,320.00	51100	918	Day	140 Working Days	Gordon	John M.	Deonne	0.0%									
	12/15/2021	City of Laguna Nguie	Niguel Road (Ata Terrace to Highlands Avenue) Paveme	\$ 866,924.00	3375	220	Day	60 Working Days	Maurice	Rick S.	Gio	0.0%									
	12/15/2021	Eastern Municipal Water District	Paving Repair at Murietta Rd & Margarita Rd-Murietta	\$ 63,000.00	150	0	Night	25 Working Days	Augustine	John W.	Gio	0.0%									
	12/16/2021	R.V. Concrete	Caltrans 08-1J2104_Route 60 Chino	\$ 122,100.00	780	0	Night	370 Working Days	Jim	Art		0.0%									
	12/16/2021	North Fontana Investment Campa	Off-Site Improvements in Sierra Avenue, Duncan Canyon	\$ 1,989,000.00	13000	1500	Day	120 Working Days	Miguel	Jim H.		0.0%									
	12/17/2021	City of Santa Ana	2022 Asphalt Pothole Repair	\$ 552,770.00	900	0	Day	365 Calendar Days	Maurice	Art		0.0%									
	12/21/2021	City of Newport Beach	Via Lido Sound and Nord Pavement Rehabilitation	\$ 958,859.00	4268	63	Day	80 Working Days	Kim	Rick	Gio	0.0%									
	12/21/2021	Beazer Homes	Palomar, MC/Vicar & Grand St. Signing& Striping Impro	\$ 1,177,177.00			Day		Miguel			0.0%									
	12/7/2021	City of Yucaipa	Dunlap Blvd Bridge	\$ 29,000.00	150	0	Day	100 Calendar Days	Gordon	Art		0.0%									

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

On going matters

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

Resolved on 12/2021

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:
Fidelity and Deposit Company of Maryland

8.2 Name and address of agent:
Foundation Risk Partners, Corporation dba. Millennium Risk Management & 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



Edward J. Carlson, Vice President

BIDDER'S EXPERIENCE FORM

PROJECT NAME: Pacific Blvd., Santa Fe & Vernon Ave. Street Improvements

Contract No. CS-1204

COMPANY NAME: All American Asphalt

***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	07/2020	12/2020	\$2,499,333	2020 Fall Pavement Rehabilitation Project City of Ontario	303 East B Street Ontario, CA 91764	Arian Kern	909-395-2129
2	05/2020	11/2020	\$5,295,068	Annual Residential Street Rehabilitation - Phase 1 City of Compton	205 S. Willowbrook Ave Compton, CA 90220	Brittany Duhn	bduhn@zandk consultants.com
3	07/2020	11/2020	\$2,424,694	Came Highlands Street Reconstruction City of Newport Beach	100 Civic Center Drive Newport Beach, CA 92660	Patricia Kharazmi	949-644-3344

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: Edward J. Carlson, Vice President

State of California Contractor's License No. 267073

Contractor's License expiration date 01/31/2022

2020

PAST WORK REFERENCES

City of Ontario
303 East B Street
Ontario, CA 91764
Contact: Ariana Kern (909) 395-2129
akern@ontarioca.gov

2020 Fall Pavement Rehabilitation Project
Contract Amount: \$2,499,333.00
Start Date: 07/2020
End Date: 12/2020

City of Loma Linda
25541 Barton Road
Loma Linda, CA 92354
Contact: T. Jarb Thaipejr (909) 799-4400
jthaipejr@lomalinda-ca.gov

Pavement Rehabilitation – Barton Road
Contract Amount: \$768,677.00
Start Date: 04/2020
End Date: 12/2020

City of Jurupa Valley
8920 Limonite Avenue
Jurupa Valley, CA 92509
Contact: Chase Keys (951) 332-6464
ckeyes@jurupavalley.org

Granite Hill Drive Pavement Rehabilitation
Contract Amount: \$999,777.00
Start Date: 04/2020
End Date: 10/2020

County of Orange
601 N. Ross Street, 4th Floor
Santa Ana, CA 92701
Contact: Albert Rodriguez
albert.rodriguez@ocpw.ocgov.com

JOC Pavement Maintenance
Contract Amount: \$2,584,747.69
Start Date: 07/2020
End Date: 08/2020

City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220
Contact: Brittany Duhn (Z & K Consultants)
bduhn@zandkconsultants.com

Annual Residential Street Rehabilitation –
Phase 1
Contract Amount: \$5,295,068.00
Start Date: 05/2020
End Date: 11/2020

City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648
Contact: Joe Fuentes (714) 536-5259
jfuentes@surfcity-hb.org

Arterial Rehabilitation of Graham St, Slater
Ave, Newland St and Atlanta Ave
Contract Amount: \$5,181,955.00
Start Date: 05/2020
End Date: 11/2020

2020

PAST WORK REFERENCES

City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660
Contact: Patricia Kharazmi (949) 644-3344
pkharazmi@newportbeachca.gov

Cameo Highlands Street Reconstruction
Contract Amount: \$2,425,694.00
Start Date: 07/2020
End Time: 11/2020

City of Westminster
8200 Westminster Boulevard
Westminster, CA 92683
Contact: Theresa Tran (714) 548-3460
ttran@westminster.ca.gov

Citywide Overlay Street Improvements
Contract Amount: \$1,131,621
Start Date: 02/2020
End Date: 06/2020

Crescenta Valley Water District
2700 Foothill Boulevard
La Crescenta-Montrose, CA 91214
Contact: Brook Yared (818) 236-4117
byared@cvwd.com

Final Paving of Pennsylvania Ave
Contract Amount: \$82,620.00
Start Date: 02/2020
End Date: 04/2020

City of Alhambra
111 S. 1st Street
Alhambra, CA 91801
Contact: Robert Bias (626) 580-5000
rbias@cityofalhambra.org

2020 HUD Street Improvements Project
Contract Amount: \$300,433.00
Start Date: 06/2020
End Date: 10/2020

County of Ventura
800 S. Victoria Avenue, #1600
Ventura, CA 93009
Contact: Matt Maechler (805) 477-1911
matthew.maechler@ventura.org

Yerba Buena Rd. (South) Pavement
Resurfacing
Contract Amount: \$2,298,467.40
Start Date: 03/2020
End Date: 06/2020

City of Camarillo
601 Carmen Drive
Camarillo, CA 93010
Contact: Thang Tran (805) 388-5345
ttran@cityofcamarillo.org

Earl Joseph Drive Paving
Contract Amount: \$681,901.50
Start Date: 06/2020
End Date: 07/2020

2020

PAST WORK REFERENCES

City of Norco
2870 Clark Avenue
Norco, CA 92860
Contact: Sam Nelson (951) 270-5607
snelson@ci.norco.ca.us

FY 2019-2020 Slurry Seal Project
Contract Amount: \$147,708.97
Start Date: 06/2020
End Date: 12/2020

City of Orange
300 E. Chapman Avenue
Orange, CA 92886
Contact: Martin Varona (714) 744-5563
mvarona@cityoforange.org

Annual Slurry Seal FY 19-20 Various
Locations
Contract Amount: \$377,737.78
Start Date: 06/2020
End Date: 12/2020

2019

PAST WORK REFERENCES

City of Simi Valley
2929 Tapo Canyon Rd.
Simi Valley, CA 93063
Contact: Sarah Sheshebor (805)583-6792
ssheshebor@simivalley.org

Simi Valley Minor Street Rehabilitation
Contract Amount: \$510,124.25
Start Date: 07/2019
End Date: 08/2019

County of Ventura
501 Poli Street
Ventura, CA 93001
Contact: Christopher Solis (805) 654-2054
chris.solis@ventura.org

Yerba Buena Area Resurfacing Project
Contract Amount: \$3,919,808.95
Start Date: 06/2019
End Date: 12/2019

City of Stanton
7800 Katella Avenue
Stanton, CA. 90680
Contact: Guillermo Perez (714) 890-4204
gperez@ci.stanton.ca.us

2019 Citywide Street Resurfacing
Contract Amount: \$1,206,869.00
Start Date: 10/2019
End Date: 12/2019

City of Compton
205 S. Willowbrook Avenue
Compton, CA. 90220
Contact: John Strickland (310) 605-5505
jstrickland@comptoncity.org

Road Repair Service (Pothole Repair)
Contract Amount: \$1,019,100.00
Start Date: 08/2019
End Date: 11/2019

City of San Clemente
910 Calle Negocio
San Clemente, CA. 92673
Contact: Darra Koger (949) 361-3138
kogerD@san-clemente.org

Street Rehabilitation for S. Avenue LA
Esperanza
Contract Amount: \$384,055.00
Start Date: 09/2019
End Date: 10/2019

City of South Gate
8650 California Avenue
South Gate, CA. 90280
Contact: John Rico (323) 563-9594
jrico@sogate.org

Circle Park Driveway Project
Contract Amount: \$268,576.00
Start Date: 06/2019
End Date: 09/2019

2019

PAST WORK REFERENCES

Pardee Homes
1250 Corona Pointe Court, Ste. 600
Corona, CA. 92879
Contact: Nick Lasher (951) 428-4442
nick.lasher@pardeehomes.com

Railroad Canyon Widening
Contract Amount: \$5,062,746.00
Start Date: 11/2018
End Time: 08/2019

City of Fontana
8353 Sierra Avenue
Fontana, CA. 92335
Contact: Kimberly Young (909) 350-7632
kyoung@fontana.org

Citrus Avenue Improvements
Contract Amount: \$502,730.00
Start Date: 08/2018
End Date: 10/2019

DR Horton
2280 Wardlow Circle Ste. 100
Corona, CA. 92880
Contact: Keith Alex (951) 830-5872
kalex@drhorton.com

Singlton Road
Contract Amount: \$1,684,000.00
Start Date: 07/2018
End Date: 12/2019

Irvine Community Development Company
550 Newport Center Dr. Ste. 550 B2
Newport Beach, CA. 92660
Contact: Mike Morse (949) 720-2560

Portola Springs PA-6 Enclave 5B Phase1, 2
Contract Amount: \$2,055,055.00
Start Date: 09/2018
End Date: 12/2019

City of Downey
11111 Brookshire Avenue
Downey, CA. 90241
Contact: Desi Gutierrez, (562) 904-7110
dgutierr@downeyca.org

FY 18/19 Slurry Seal Project
Contract Amount: \$313,425.87
Start Date: 06/2019
End Date: 12/2019

2019

PAST WORK REFERENCES

City of Chino
PO Box 667
Chino, CA. 91708
Contact: Dustin Postovoit (909) 334-3415
apostovoit@cityofchino.org

Slurry Seal Maintenance Work
Contract Amount: \$372,805.00
Start Date: 1/2019
End Date: 12/2019

City of Lancaster
44933 Fern Avenue
Lancaster, CA. 93534
Contact: Greg Wilson (661) 570-8003
gwilson@cityoflanasterca.org

2018 Pavement Management Program
Contract Amount: \$2,720,103.65
Start Date: 3/2019
End Date: 12/2019

City of Colton
650 N. La Cadena Dr.
Colton, CA. 92324
Contact: Victor Ortiz (909) 370-5099
vortiz@coltonca.gov

FY 18-19 Asphalt Paving Project
Contract Amount: \$1,377,700.00
Start Date: 3/2019
End Date: 11/2019

City of Cathedral City
68700 Ave Lalo Guerrero
Cathedral City, CA. 92234
Contact: John A. Corella (760) 770-0349
jcorella@cathedralcity.gov

Ortega Road Widening
Contract Amount: \$459,998.00
Start Date: 2/2019
End Date: 12/2019

City of San Clemente
910 Calle Negocio
San Clemente, CA. 92673
Contact: Gary Voborsky (949) 361-6132
voborskyg@san-clemente.org

Arterial Street Pavement Maintenance
Contract Amount: \$1,187,187.00
Start Date: 3/2019
End Date: 7/2019

"2018"

PAST WORK REFERENCES

City of Moreno Valley

14177 Frederick St.

P.O. Box 88005

Moreno Valley, CA 92552

Contact: Henry Ngo, P.E., (951)413-3106

henryn@moval.org

Alessandro Blvd. Street Improvements at
Chogall Court and Graham Street

Contract Amount: \$445,821.50

Start: 05/2018

Complete: 11/2018

City of Aliso Viejo

12 Journey Street Ste #100

Aliso Viejo, CA 92656

Contact: Mari Shakir, (949)425-2556

Mshakir@cityofalisoviejo.com

Aliso Creek and Road Rehab

Contract Amount: \$657,770.00

Start: 05/2018

Complete: 10/2018

City of Jurupa Valley

8304 Limonite Avenue Suite M

Jurupa Valley, CA 92509

Contact: Chase Keys, (951)332-6464

ckkeys@jurupavalley.org

Van Buren Blvd. Pavement Rehab.- PH2

Contract Amount: \$781,845.00

Start: 08/2018

Complete: 09/2018

City of Irwindale

5050 N. Irwindale Avenue

Irwindale, CA 91706

Contact: Richard Corpis, (626)430-2200

rcorpis@irwindaleCA.gov

Irwindale 2017-2018 Resurfacing Project

Contract Amount: \$285,503.10

Start: 07/2018

Complete: 08/2018

"2018"

PAST WORK REFERENCES

County of Los Angeles

P.O. Box 7508

Alhambra, CA 91802

Contact: Hoda Hassan, (626)458-3144

HHASSAN@dpw.lacounty.gov

Pine Canyon Road

Contract Amount: \$3,288,999.00

Start: 06/2018

Complete: 11/2018

City of Rolling Hills Estates

4045 Palos Verdes Drive

Rolling Hills Estates, CA 90274

Contact: Scott Gibson (909)210-0548

sgibson@hrgreen.com

2017-18 Street Resurfacing Project

Contract Amount: \$1,203,292.50

Start: 03/2018

Finish: 09/2018

City of Huntington Beach

2000 Main Street

Huntington Beach, CA 92648

Contact: Jim Escutia (714)536-5525

jescutia@surfcity-hb.org

Heil and Main Street

Contract Amount: \$2,285,562.00

Start: 11/2017

Finish: 06/2018

City of Fontana

8353 Sierra Avenue

Fontana, CA 92335

Contact: Jazmine Pena (909) 350-6648

jpena@fontana.org

Valley Blvd. Median Improvement Project

Contract Amount: \$164,715.00

Start: 03/2018

Finish: 05/2018

"2018"

PAST WORK REFERENCES

City of Lake Forest

25550 Commercentre Drive

Lake Forest, CA 92630

Contact: Taylor Abernathy, (949)461-3490

tabernathy@lakeforestca.gov

Bake Parkway at Trabuco Road

Contract Amount: \$121,621.00

Start: 02/2018

Finish: 06/2018

City of La Quinta

74-495 Calle Tampico

La Quinta, CA 92253

Contact: Ubaldo Ayon Jr., (760)777-7051

uayon@la-quinta.org

FY 16-17 Phase 2 Desert Club

Contract amount: \$697,474.76

Start date: 06/2017

Finish date 12/2017

City of Canyon Lake

31516 Railroad Canyon Road

Canyon Lake, CA 92587

Contact: Kenneth Bailey, (951)244-2955

kennethbailey@caaprofessionals.com

Slurry Seal FY 2017-2018 Railroad Canyon/
Canyon Lake Drive

Contract amount: \$263,241.63

Start date: 03/2018

Finish date: 12/2018

City of Newport Beach

100 Civic Center Drive

Newport Beach, CA 92660

Contact: Alfred Castanon, (949) 644-3314

ACastanon@newportbeachca.gov

West Coast Highway Landscape Improvements,
Phase 1, Contract No. 7189-1

Contract amount: \$604,284.50

Start date: 06/2018

Finish date: 11/2019

"2018"

PAST WORK REFERENCES

Town of Apple Valley

14955 Dale Evans Parkway

Apple Valley, CA 92307

Contact: Rich Berger, (760)240-7000 ext 7530
rberger@applevalley.org

Navajo Road Rehabilitation

Contract amount: \$849,182.00

Start date: 07/2017

Finish date: 12/2017

City of Indian Wells

44-950 Eldorado Drive

Indian Wells, CA 92210

Contact: Ken A. Seumalo, P.E., (760)346-2489,
kseumalo@IndianWells.com

Cook Street Rubberized Pavement Overlay

Contract amount: \$599,599.59

Start date: 05/2018

Finish date: 12/2018

CONTRACTOR SAFETY QUESTIONNAIRE

Company Name: All American Asphalt
Primary Type of Work: Paving, Grading, Concrete, Grinding, Utility Adjustment, Slurry Seal, Paving Fabric
Person Completing Form: Edward J. Carlson
Title: Vice President Phone Number: 951-736-7600
Date: 1/4/2022

SAFETY PERFORMANCE

1. List your company's Interstate Experience Rating Modifier (ERM)¹ for the three most recent years.

20 ²⁰	97%
20 ¹⁹	89%
20 ¹⁸	67%

2. List your company's number of injuries/illnesses from your OSHA 300 logs for the three most recent years.

	20 ²⁰	20 ¹⁹	20 ¹⁸
a. Fatalities	0	0	1
b. OSHA recordable incidents	16	21	26
c. Lost work day incidents	23	22	29
d. Total lost work days	787	736	1173
e. Total hours worked	1205550	1315501	1375983

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 David Pease
b. Phone 951-818-3936

¹ ERM = applies to workers' compensation policies. It compares the experience of this contractor to others of similar size, type and ratio. Used against annual premium. It has a direct correlation to how much the contractor pays in workers' comp premium.

CONTRACTOR SAFETY QUESTIONNAIRE (continued)

SAFETY PROGRAM

1. SAFETY PROGRAM DOCUMENTATION Circle One
- a. Do you have a written safety program manual? (Yes) No
1) Last revision date _____
- 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? | (Yes) No |
| <input checked="" type="checkbox"/> Safety statistics? | (Yes) No |
| <input checked="" type="checkbox"/> Inspection reports? | (Yes) No |
- e. Do you safety pre-qualify subcontractors? (Yes) No
- f. Do you have a written policy on accident reporting and investigation? (Yes) No
- g. Do you have a light-duty, return-to-work policy? (Yes) No
- h. Is safety part of your supervisor's performance evaluation? (Yes) No
- i. Do you have a personal protective equipment (PPE) policy? (Yes) No
- j. Do you have a written substance abuse program? (Yes) No
If yes, does it include (check all applicable boxes):
- | | |
|--|--|
| <input checked="" type="checkbox"/> Pre-employment testing | <input checked="" type="checkbox"/> Return-to-duty testing |
| <input checked="" type="checkbox"/> Random testing | <input checked="" type="checkbox"/> Disciplinary process |
| <input checked="" type="checkbox"/> Reasonable cause testing | <input checked="" type="checkbox"/> Alcohol testing |
| <input checked="" type="checkbox"/> Post accident testing | <input checked="" type="checkbox"/> National Institute on Drug Abuse |
| <input checked="" 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 *more often as needed*
- 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 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 type="checkbox"/> Safety committees | <input checked="" type="checkbox"/> Accident investigations/reporting |
| <input checked="" type="checkbox"/> HAZCOM | <input checked="" type="checkbox"/> Training documentation |
| <input type="checkbox"/> Substance abuse prevention | <input checked="" 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?
☒ 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? _____

- 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 type="checkbox"/> Blasting | <input checked="" type="checkbox"/> Material handling/storage |
| <input checked="" type="checkbox"/> Communications | <input checked="" type="checkbox"/> Temporary heat |
| <input 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 checked="" type="checkbox"/> Confined-space entry | <input type="checkbox"/> Site visitor escorting |
| <input type="checkbox"/> Cranes/rigging and hoisting | <input type="checkbox"/> Public protection |
| <input type="checkbox"/> Electrical grounding | <input checked="" type="checkbox"/> Equipment guards and grounding |
| <input checked="" type="checkbox"/> Environmental controls and Occupational health | <input checked="" 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 type="checkbox"/> Floor and wall openings | <input checked="" type="checkbox"/> Trenching and excavating |
| <input 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 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):

We received 5 very minor general citations at our mining operation during the past 3 years. The citations were for minor ladder issues and a couple guards that were loose. All cited conditions were corrected and have no relation to our construction activities.

DESIGNATION OF SUBCONTRACTORS

NAME OF BIDDER: All American Asphalt

Each Bidder must list, on the form provided on the next page, each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed in the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Drawings and Specifications, in an amount in excess of one-half of one percent of the Contractor's Base Bid Amount. Each Subcontractor must have an active and current license, and all requisite specialty certifications, when listed.

Bidder must provide the following information for EACH Subcontractor.

1. The name of the Subcontractor;
2. The trade and type of work that the Subcontractor will perform;
3. Location (address) of Subcontractor's place of business;
4. Subcontractor's license number; and any specialty licenses; and
5. Dollar value of the Work that the Subcontractor will perform.

Subletting or subcontracting of any portion of the Work in excess of one-half of one percent of the Contractor's Base Bid to which no Subcontractor was designated in the original Bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the City setting forth the facts constituting the emergency or necessity.

If the Contractor violates any of the above provisions the Contractor may be in breach of this Contract and the City may exercise the option, in its own discretion, to (1) cancel this Contract, or (2) assess the Contractor a penalty in an amount not more than ten percent (10%) of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime Contract is awarded.

If the Contractor fails to specify a Subcontractor, or if the Contractor specifies more than one Subcontractor for the same trade or type of Work to be performed under the Contract in excess of one-half of one percent of the Contractor's Base Bid Amount, then the Contractor agrees that he/she is fully qualified to perform that Work himself/herself, and that he/she shall perform that Work himself/herself. If after award of Contract, the Contractor subcontracts any such Work, the Contractor will be subject to the statutory penalties.

DESIGNATION OF SUBCONTRACTORS FORM
IS ON THE FOLLOWING PAGE

Please type or legibly print (attach additional sheets as necessary).

Name of Subcontractor	Email Contact Information	Trade and Type of Work to be Performed	Business Location
Superior pavement markings	darrin@superiorpavementmarkings.com	striping & markings	Cypress, CA
American pavement systems, inc.	dpimley@americanpavementsystems.com	portion of ARAM	modesto, CA
CALIFORNIA Professional Engineering	estimating@cpengineeringinc.com	Electrical	La puente, CA

License Number	Public Works Contractor Registration Number	Dollar (\$) Value
776306	1000001476	\$37,992
443792	1000000207	\$81,340
793907	1000377609	\$15,775

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? **No**
4. Has any person or group threatened you with subcontractor boycotts, union boycotts, or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories?
Yes ☐ No ☒
5. If the answer to No. 4 is "Yes", please explain the following details:
 - (a) Date:
 - (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 4th day of January, 2022.

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: Edward J. Carlson, Vice President



ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES

T 951-736-7600 F 951-739-4671
P.O. BOX 2229, CORONA, CA 92878-2229
CONTRACTORS LICENSE #267073 A C12
DIR #1000001051

EEO---AFFIRMATIVE ACTION-PROGRAM - BASIC POLICY

TO ALL AMERICAN ASPHALT PERSONNEL

IT IS THE STATED POLICY OF ALL AMERICAN ASPHALT THAT ALL EMPLOYEES AND APPLICANTS SHALL RECEIVE EQUAL CONSIDERATION AND TREATMENT. ALL RECRUITMENT, HIRING, PLACEMENT, TRANSFER AND PROMOTIONS WILL BE ON THE BASIS OF QUALIFICATIONS OF THE INDIVIDUAL FOR THE POSITION BEING FILLED WITHOUT REGARD TO RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE, SEX OR PHYSICAL HANDICAP. ALL OTHER PERSONNEL ACTIONS, SUCH AS COMPENSATION, BENEFITS, LAYOFFS, RETURN FROM LAYOFF, TERMINATION'S, TRAINING AND SOCIAL AND RECREATIONAL PROGRAMS ARE ADMINISTERED WITHOUT REGARD TO RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE, SEX, SEXUAL ORIENTATION, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, DISABILITY (MENTAL AND PHYSICAL, INCLUDING HIV AND AIDS), MEDICAL CONDITION (CANCER AND GENETIC CHARACTERISTICS), AND/OR AGE (40 AND OVER).

EQUAL OPPORTUNITY IS A CONTINUING EFFORT AND REQUIRES THE FULL SUPPORT OF ALL OF US TO ENSURE THE DEVELOPMENT OF OUR MINORITY AND FEMALE EMPLOYEES. EACH POSSIBILITY TO HIRE OR PROMOTE SHOULD BE VIEWED AS AN OPPORTUNITY TOWARD OUR GOAL OF A FULLER UTILIZATION OF OUR MINORITY AND FEMALE EMPLOYEES. EACH MANAGER WILL COMMUNICATE TO EMPLOYEES THAT OUR COMMITMENT TO AN AFFIRMATIVE ACTION PROGRAM IS REAL, IS SUPPORTED BY OUR COMPANY, AND HAS A HIGH PRIORITY. WE ENCOURAGE ALL OF OUR EMPLOYEES TO PARTICIPATE IN THIS EFFORT BY ENCOURAGING MINORITIES AND FEMALES TO APPLY FOR EMPLOYMENT AND TO SEEK PROMOTIONS

FOR ASSISTANCE IN THE EQUAL OPPORTUNITY PROGRAM, MANAGERS AND EMPLOYEES SHOULD CONTACT MARK LUER, EEO COORDINATOR. HE HAS THE SPECIFIC RESPONSIBILITIES TO MONITOR AND ASSESS THE PROGRESS FOR OUR EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS.

MARK LUER
President

February 13, 2015

SPECIALTY CONTRACTOR OR SUBCONTRACTOR STATEMENT OF QUALIFICATIONS

Street Striping and Traffic Markings As part of its Bid, Bidder shall submit this Statement of Qualifications for the Subcontractor that will perform the {Insert specialty sub-contractor work}, or for the Bidder itself, if Bidder will self-perform the Street Striping and Traffic Markings work. This information shall provide evidence to indicate successful experience in providing Street Striping and Traffic Markings work comparable to that specified in the Project Drawings and Specifications. Referenced qualifications shall demonstrate experience as a successful installer of Street Striping and Traffic Markings.

A Bid may be rejected as non-responsive if Bidder fails to provide this completed form with the Bid or submits this form with inaccurate information.

Mandatory qualifications:

Specialty Contractor (or Bidder, if self-performing) shall possess a valid C-32 Parking and Highway Improvement California Contractors License at the time of the Bid Deadline and at all times during performance of the Work and shall establish that it satisfactorily completed at least **three (3)** projects as the installer of a minimum of street striping and traffic markings in accordance with the latest Caltrans Standard Plans; each comparable in scope and complexity to this Project, within three (3) **years** prior to the Bid Deadline.

Specialty Contractor Name: Superior Pavement Markings Inc.

Project Manager / Foreman: Darren Veltz, CFO

Phone No: (714) 995-9100

E-mail: estimating@superiorpavementmarkings.com

COMPARABLE PROJECTS (Provide three (3) projects)

1. Project Name: 2020/2021 Annual Maintenance

Address: P.O. Box 1200, Costa Mesa Ca. 92628

Date Completed: 03/23/2021

Reference / Contact Name: City of Costa Mesa, Bruce Lindemann

Reference / Contact Phone No: (714) 327-7470

Description of work performed: Traffic Striping and Pavement Markings Maintenance

2. Project Name: Annual Striping & Sign Maintenance

Address: P.O. Box 19575, Irvine Ca. 92623

Date Completed: 07/06/2021

Reference / Contact Name: City of Irvine, Jose Alvarado

Reference / Contact Phone No: (562) 762-5177

Description of work performed: Traffic Striping and Pavement Markings Maintenance

3. Project Name: Thermoplastic Traffic Markings Services

Address: 1333 S. Bon View Ave, Ontario Ca. 91761

Date Completed: 06/30/2020

Reference / Contact Name: City of Ontario, Tim Masot

Reference / Contact Phone No: (909) 395-2624

Description of work performed: Traffic Striping and Pavement Markings Maintenance

4. Project Name: _____

Address: _____

Date Completed: _____

Reference / Contact Name: _____

Reference / Contact Phone No: _____

Description of work performed: _____

STATE OF CALIFORNIA)
COUNTY OF Riverside) ss

1. That he/she is the Vice President (Title of office if a corporation, "sole owner," "Partner," or other proper title) of All American Asphalt, (hereinafter called "Contractor") who has submitted to the City of Vernon a Bid for the construction of the Pacific Blvd., Santa Fe & Vernon Ave. Street Improvements, City Contract CS-1204
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 21th day of January 2022 at Corona, California
Month/Year City State

All American Asphalt

Contractor (Please Print)


Contractor's Signature

Edward J. Carlson, Vice President

Title

CONTRACTOR'S SIGNATURE MUST BE NOTARIZED

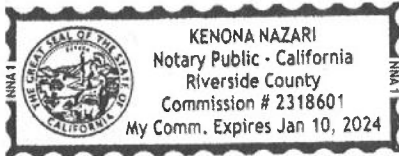
CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**CIVIL CODE § 1189**

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 RiversideOn January 4, 2022 before me, Kenona Nazari, Notary Public
Date Here Insert name and Title of the Officerpersonally appeared Edward J. Carlson
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.



Place Notary Seal Above

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached DocumentTitle or Type of Document Contractor's Affidavit of Non-Collusion – City of VernonDocument Date: January 4, 2022 Number of Pages: 2Signer(s) Other Than Named Above: None**Capacity(ies) Claimed by Signer(s)**Signer's Name: Edward J. Carlson☐ Individual☒ Corporate Officer — Title(s): Vice President☐ Partner ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Other: _____

Signer is Representing:

All American AsphaltRIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

☐ Individual☐ Corporate Officer — Title(s): _____☐ Partner ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Other: _____

Signer is Representing:

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

* SEE ATTACHED *
Certificate of
Insurance

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.

<hr/> Name of Insurance Company	<hr/> Date
<hr/> Insurance Agent's Name (Printed)	<hr/> Insurance Agent's Name
(signature) _____	
<hr/> Address	<hr/> City
<hr/> Telephone Number	<hr/> State Zip Code
<hr/> Email Address	

<hr/> Contractor's Name	<hr/> 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.

<hr/> Commercial General Liability	<hr/> Automobile Liability
<hr/> Workers' Compensation Liability	
<hr/> City Will Purchase Policy, if required	<hr/> Pollution Liability
<hr/> 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center P.O. Box 5003 San Ramon, CA 94583		CONTACT NAME: Certificates Department	
www.epicbrokers.com		PHONE (A/C, No, Ext): 925-244-7700	FAX (A/C, No): 925-901-0671
CA LICENSE #0B29370		E-MAIL ADDRESS: EPICcerts@epicbrokers.com	
INSURED All American Asphalt P.O. Box 2229 Corona CA 92878		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Arch Specialty Insurance Company	NAIC # 21199
		INSURER B: Zurich American Insurance Company	16535
		INSURER C: Great American Insurance Company	16691
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 66033467 **REVISION NUMBER:**

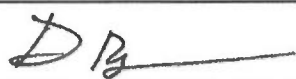
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			DPC100585605	8/1/2021	8/1/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP557108809	8/1/2021	8/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			TUE347483601	8/1/2021	8/1/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 Following-Form \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC593205708	8/1/2021	8/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Bid for Pacific Boulevard, Santa Fe & Vernon Avenue, Street Improvements /

Certificate Holder is Additional Insured if Required by Written Contract Excluding Workers Compensation

CERTIFICATE HOLDER The City of Vernon 4305 Santa Fe Avenue Vernon CA 90058	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Certificates Department
--	--

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ACORD 25 (2016/03)

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PO Box 5003
San Ramon, CA 94583
Phone: 925.244.7700
Fax: 925.901-0244
Email: EPICcerts@epicbrokers.com

CERTIFICATE HOLDER:

The City of Vernon
4305 Santa Fe Avenue
Vernon CA 90058

To: Whom it may concern

Regarding: Notice of Cancellation

Date Issued: 12/30/2021

Named Insured(s): All American Asphalt

Policy Number(s): DPC100585605
BAP557108809
WC593205708
TUE347483601

Should the above described policy be cancelled before the expiration date thereof, we will mail 30 days written notice to the above referenced Certificate Holder; except, 10 days notice for non-payment of premium.

Sincerely,

Dan Ryan, Managing Principal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization where the Named Insured has agreed to add as an additional insured by written contract or agreement, provided the contract or agreement is executed prior to any "occurrence" or offense	Any location where required by written contract or agreement, provided the contract or agreement is executed prior to any "occurrence" or offense.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be

broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in

performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: DPC100585605

Named Insured: All American Asphalt

Endorsement Effective Date: 08/01/2021

REFERENCE:

RE: Bid for Pacific Boulevard, Santa Fe & Vernon Avenue, Street Improvements /

SCHEDULE:

The City of Vernon

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization where the Named Insured has agreed to add as an additional insured by written contract or agreement, provided the contract or agreement is executed prior to any "occurrence" or offense	All locations where required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such

additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: DPC100585605

Named Insured: All American Asphalt

Endorsement Effective Date: 08/01/2021

REFERENCE:

RE: Bid for Pacific Boulevard, Santa Fe & Vernon Avenue, Street
Improvements /

SCHEDULE:

The City of Vernon

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of this policy remain unchanged.

REFERENCE:

RE: Bid for Pacific Boulevard, Santa Fe & Vernon Avenue, Street Improvements /

SCHEDULE:

The City of Vernon

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: DPC100585605

Named Insured: All American Asphalt

Endorsement Effective Date: 08/01/2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization where the waiver of our right to recover is permitted by law and is required by written contract or agreement, provided the contract or agreement is executed prior to any occurrence or offense

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make. All other terms and conditions of this policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: DPC100585605

Named Insured: All American Asphalt

Endorsement Effective Date: 08/01/2021

for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

REFERENCE:

RE: Bid for Pacific Boulevard, Santa Fe & Vernon Avenue, Street Improvements /

SCHEDULE:

The City of Vernon

POLICY NUMBER: BAP557108809

COMMERCIAL AUTO
CA 20 48 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: All American Asphalt**Endorsement Effective Date:** 08/01/2021**SCHEDULE****Name Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.**SCHEDULE:**

The City of Vernon

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: All American Asphalt

Endorsement Effective Date: 08/01/2021

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

SCHEDULE:

The City of Vernon

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule**Person or Organization**

ALL PERSONS AND/OR
ORGANIZATIONS THAT
ARE REQUIRED BY
WRITTEN CONTRACT OR
AGREEMENT WITH THE
INSURED, EXECUTED
PRIOR TO THE
ACCIDENT OR LOSS,
THAT WAIVER OF
SUBROGATION BE
PROVIDED UNDER THIS
POLICY FOR WORK
PERFORMED BY YOU FOR
THAT PERSON AND/OR
ORGANIZATION

Job Description

ALL CA OPERATIONS

SCHEDULE:

The City of Vernon

REFERENCE:

RE: Bid for Pacific Boulevard, Santa Fe & Vernon
Avenue, Street Improvements /

Policy Number: WC593205708

Named Insured: All American Asphalt

Endorsement Effective Date: 08/01/2021

CERTIFICATE OF EQUAL OPPORTUNITY PRACTICES

City of Vernon
4305 Santa Fe Avenue
Vernon, CA 90058
(323) 583-8811

Website: 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: All American Asphalt

Business Telephone: 951-736-7600

Address: 400 East Sixth Street

City: Corona State: CA Zip 92879

Contact Person Edward J. Carlson, Vice President E-mail Address _____

(optional)

Tax ID Number (or Social Security Number) 95-2595043

Remit Address (if different)

Please state clearly and concisely the type(s) of goods and services your company provides:

Paving, Grading, Concrete, Grinding, Utility Adjustment, Slurry Seal, Paving Fabric

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: All American Asphalt Project: Pacific Blvd., Santa Fe & Vernon Ave.
Street Improvements

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	5	0
Operators	10	0
Are any current employees or potential new hires Vernon residents? If so, how many?	No	No

****SEE ATTACHED****

Current Permanent Workforce Utilization (Form AA-3)

Name of Company: All American Asphalt

Project: Pacific Blvd., Santa Fe & Vernon Ave. Street Improvements

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								
Professionals								
Technicians								
Office/Clerical								
Skilled Craft Workers								
Operators (semi-skilled)								
Laborers								
Service Workers								
TOTAL								

ALL AMERICAN ASPHALT
EEOC Report
Equal Employment Opportunity
2022 Employer Information Report
Single Establishment Report - Type 1

*****MALE*****									*****FEMALE*****							OVER ALL TOTALS
Job Categories	Cat	HISPANIC OR LATINO	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	HISPANIC OR LATINO	WHITE	BLACK AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
Executive/Senior Lev	1.1	0	4	0	0	0	0	0	0	0	0	0	0	0	0	4
First/Mid-Level Offi	1.2	1	16	0	0	0	0	0	1	0	0	0	0	0	0	18
Professionals	2	3	4	1	0	2	0	2	0	1	0	0	0	0	0	13
Administrative Suppo	5	11	5	2	0	2	0	2	16	12	2	0	1	0	1	54
Craft Workers	6	206	100	3	1	4	1	6	0	0	0	0	0	0	0	321
Operatives	7	3	4	0	0	0	0	0	0	0	0	0	0	0	0	7
Laborers and Helpers	8	176	49	4	0	1	0	5	1	0	0	0	0	0	0	236
Total		400	182	10	1	9	1	15	18	13	2	0	1	0	1	653

** End of Report **



PUBLIC WORKS
DEPARTMENT
4305 Santa Fe Avenue, Vernon, California
90058 Telephone (323) 583-8811

December 29, 2021

Via Planetbids

NOTICE INVITING BIDS – ADDEDUM NO. 1
CONTRACT NO. CS-1204:
PACIFIC BLVD., SANTA FE & VERNON AVE. STREET IMPROVEMENTS
IN THE CITY OF VERNON, CALIFORNIA

This notice shall be considered as Addendum No. 1 for the above-mentioned project and modifies the original Notice Inviting Bids Packet, as noted below. Portions of the Notice Inviting Bids (NIB) and Contract Documents, not specifically mentioned in the Addendum, remain in force.

Notice Inviting Bids:

1. Page 31 on the NIB, shall be replaced with the attached updated sheet.

“Schedule of Bid Prices” Bidding form is being updated to include bid items for the street reconstruction of 6” of C2-PG 70-10 asphalt over 6” of CMB and relocation of existing traffic signal as previously shown on Contract Plans and Specifications. Please note the total quantity for item No.1 has also been modified.

If you have any questions, please call Margarita Beltran of my staff at (323) 583-8811, extension 377.

Sincerely,

Daniel Wall
Director of Public Works

Enclosures

Exclusively Industrial

SCHEDULE OF BID PRICES

PROJECT Pacific Blvd., Santa Fe & Vernon Ave. Street Improvements, Contract No. CS-1204

BIDDER'S NAME: _____

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:

_____ Dollars (\$ _____)

Item No.	Description	Units	Quantity	Unit Cost	Amount
1.	Unclassified excavation - Sawcut, removal, and disposal of asphalt concrete, Portland cement concrete, aggregate base & soil.	<u>CY</u>	<u>5</u>		
2.	Uniform cold plane and dispose of 2" thick asphalt pavement.	<u>SF</u>	<u>441,000</u>		
3.	Construct new 3/8" thick asphalt rubber membrane (ARAM).	<u>TON</u>	<u>1,050</u>		
4.	Construct new 1-5/8" thick section of C2-PG-70-10 (1/2" MIX) Latex Modified AC Pavement.	<u>TON</u>	<u>4,500</u>		
5.	Remove and replace existing manhole frame and cover to be adjusted to grade. Manhole frame and cover to be provided by the City of Vernon.	<u>EA</u>	<u>9</u>		
6.	Valve, monument, or manhole to be adjusted to grade	<u>EA</u>	<u>142</u>		
7.	Remove and replace bicycle/vehicle loop detectors per Caltrans 2018 Standards.	<u>EA</u>	<u>27</u>		
8.	Striping, Legends, Markings, reflectors, delineators, etc. on various street as noted on channelization plans.	<u>LS</u>	<u>1</u>		
9.	Reconstruct 6" of C2-PG 70-10 asphalt over 6" of CMB. Unclassified excavation to be paid by Item No. 1	<u>SF</u>	<u>50</u>		
10.	Removal and re-installation of existing traffic signal as noted on Contract Plans.	<u>EA</u>	<u>1</u>		
BID TOTAL	\$				
WRITTEN AMOUNT	\$				



PUBLIC WORKS
DEPARTMENT
4305 Santa Fe Avenue, Vernon, California
90058 Telephone (323) 583-8811

January 3, 2022

Via Planetbids

NOTICE INVITING BIDS – ADDEDUM NO. 2
CONTRACT NO. CS-1204:
PACIFIC BLVD., SANTA FE & VERNON AVE. STREET IMPROVEMENTS
IN THE CITY OF VERNON, CALIFORNIA

This notice shall be considered as Addendum No. 2 for the above-mentioned project and modifies the original Notice Inviting Bids Packet, as noted below. Portions of the Notice Inviting Bids (NIB) and Contract Documents, not specifically mentioned in the Addendum, remain in force.

Notice Inviting Bids:

1. Pages 7 and 11 on the NIB, shall be replaced with the attached updated sheet. Pages 7 and 11 were updated to reflect the Bid opening deadline extension. Please note, the bid deadline was extended until **Thursday, January 6, 2022 at 2:00 pm.**
2. Page 31 on the NIB, shall be replaced with the attached updated sheet. "Schedule of Bid Prices" Bidding form is being updated to modify the units for bid item numbers 3 and 4.

If you have any questions, please call Margarita Beltran of my staff at (323) 583-8811, extension 377.

Sincerely,

Daniel Wall
Director of Public Works

Enclosures

Exclusively Industrial

NOTICE INVITING BIDS
for
Pacific Blvd., Santa Fe & Vernon Ave.
Street Improvements
in the
City of Vernon, California

Bids are to be signed and submitted in TRIPLICATE. ONE ORIGINAL AND TWO COPIES of sealed bids must be received prior to **2:00 p.m., on January 6, 2022**, 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., January 6, 2022.*** 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 December 29, 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: Margarita Beltran, Associate Engineer
Phone: (323) 583-8811 ext. 377
Email: mbeltran@ci.vernon.ca.us

City of Vernon
Instructions for Bidders
Project: Pacific Blvd., Santa Fe & Vernon Ave.
Street Improvements
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: **January 6, 2022 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.

SCHEDULE OF BID PRICES

PROJECT Pacific Blvd., Santa Fe & Vernon Ave. Street Improvements, Contract No. CS-1204

BIDDER'S NAME: _____

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:

_____ Dollars (\$ _____)

Item No.	Description	Units	Quantity	Unit Cost	Amount
1.	Unclassified excavation - Sawcut, removal, and disposal of asphalt concrete, Portland cement concrete, aggregate base & soil.	<u>CY</u>	<u>5</u>		
2.	Uniform cold plane and dispose of 2" thick asphalt pavement.	<u>SF</u>	<u>441,000</u>		
3.	Construct new 3/8" thick asphalt rubber membrane (ARAM).	<u>SY</u>	<u>49,000</u>		
4.	Construct new 1-5/8" thick section of C2-PG-70-10 (1/2" MIX) Latex Modified AC Pavement.	<u>SY</u>	<u>49,000</u>		
5.	Remove and replace existing manhole frame and cover to be adjusted to grade. Manhole frame and cover to be provided by the City of Vernon.	<u>EA</u>	<u>9</u>		
6.	Valve, monument, or manhole to be adjusted to grade	<u>EA</u>	<u>142</u>		
7.	Remove and replace bicycle/vehicle loop detectors per Caltrans 2018 Standards.	<u>EA</u>	<u>27</u>		
8.	Striping, Legends, Markings, reflectors, delineators, etc. on various street as noted on channelization plans.	<u>LS</u>	<u>1</u>		
9.	Reconstruct 6" of C2-PG 70-10 asphalt over 6" of CMB. Unclassified excavation to be paid by Item No. 1	<u>SF</u>	<u>50</u>		
10.	Removal and re-installation of existing traffic signal as noted on Contract Plans.	<u>EA</u>	<u>1</u>		
BID TOTAL	\$				
WRITTEN AMOUNT	\$				

City Council Agenda Item Report

Submitted by: Efrain Sandoval
Submitting Department: Public Utilities
Meeting Date: February 15, 2022

SUBJECT

Amendment No. 1 to the License and Software Services Agreement with Power Settlements Consulting and Software, LLC

Recommendation:

Approve and authorize the City Administrator to execute Amendment No. 1 to the License and Software Services Agreement with Power Settlements Consulting and Software, LLC (Power Settlements), in substantially the same form as submitted, to amend the agreement to remove the automatic renewal language, and extend the agreement by an additional three-year period, effective February 1, 2022, for an additional \$262,542, for a grand total not-to-exceed amount of \$589,360.

Background:

The Vernon Public Utilities (VPU) Resource Division is responsible for the settlement process between Vernon and the California Independent System Operator (CAISO). Settlements are the calculation, billing, and invoicing of charges and payments for market and transmission-related activities between market participants and the CAISO. The settlement cycle follows a specific timeline and processes for publication of statements, invoices, payment advices, and dispute submittals.

In 2015, the CAISO changed how information was issued and processed to market participants resulting in VPU searching for specialized software to aid in the new settlement process. Prior to 2015, the settlement process and validation were performed using Excel spreadsheets. At the time, Power Settlements and Software Services, LLC (Power Settlements) offered a specialized settlement process software called CAISO SettleCore Software (SettleCore). SettleCore included the CAISO Visual Analytics Module, which provided a functionality providing users a five-minute settlement and visual representation for both the day-ahead and real-time markets. No other software offered this functionality, thus making Power Settlements a sole source vendor for the City. As a result, on November 1, 2015, Vernon leased a SettleCore license and entered into a three-year License and Software Services Agreement with Power Settlements. Utilizing the Visual Analytics module coupled with the settlement validation component empowered staff to optimize the City's resources in CAISO markets and evaluate the bulk of the CAISO charge codes. The use of SettleCore significantly improved productivity, and reduced the likelihood of human error and ensured error-free billing.

As staff prepared for the three-year leasing agreement with Power Settlements to end in 2018, staff identified additional vendors that now offer software with similar functionality to the CAISO Visual Analytics Module. In order to comply with the City's purchasing/bidding guidelines, on October 16, 2018, City staff issued a Request for Proposals (RFP) for a settlement software, through which a total of six (6) responses from qualified firms were received. Following the RFP evaluation process, Power Settlements was selected, as it received the highest rating and represented the most cost-effective option in the long term.

Accordingly, on January 30, 2019, the City entered into a new License and Software Services Agreement with Power Settlements. As a part of this agreement, the City purchased a perpetual license for SettleCore Software in the amount of \$95,000 and established a three-year period for annual support and maintenance with an automatic annual renewal each subsequent year. Currently, staff is seeking approval of Amendment No. 1, to remove the automatic renewal language in Section 9.1 and extend the Agreement for an additional three-year period, effective February 1, 2022, for annual support and maintenance services only. All of the other terms and provisions of the Agreement would remain in effect including the City's ability to terminate the Agreement without cause upon sixty (60) days written notice to Power Settlements.

In accordance with the fees specified in the Agreement, for the term of the Agreement and any subsequent extensions to the term, the monthly fee of \$6,250 will increase each year on the anniversary of the term by the Consumer Price Index (CPI Index). Based on the current CPI, staff has used a 6% CPI to estimate the three-year cost. As such, the three-year extension cost is estimated to be \$262,542, increasing the Agreement total not-to-exceed amount to \$589,360.

The proposed Amendment for continued service and maintenance is exempt from competitive bidding and competitive selection pursuant to Sections 3.32.110 (A)(2) and (B)(1) of the Vernon Municipal Code respectively, as any annual support and maintenance services for SettleCore can only be performed by Power Settlements. Power Settlements is the original software manufacturer and, as such, the unique proprietary software design and licensing agent. Extending the annual support and maintenance services will ensure that the software's functionality remains aligned with the CAISO's settlement process and new CAISO updates.

The proposed Amendment No. 1 has been reviewed and approved as to form by the City Attorney's Office.

Fiscal Impact:

The fiscal impact of Amendment No. 1 is \$262,542 over the next three years. Sufficient funds for Amendment No. 1 are available in the Resource Division, Vernon Public Utilities Account No. 055.9200.596200. This item will be budgeted accordingly in subsequent years through the annual City Budget process.

Attachments:

[1. Amendment No. 1 - Power Settlements Consulting and Software LLC Final](#)

**AMENDMENT NO. 1 TO THE LICENSE AND SOFTWARE SERVICES AGREEMENT
(NON-EXCLUSIVE) BETWEEN THE CITY OF VERNON AND POWER
SETTLEMENTS CONSULTING AND SOFTWARE, LLC FOR LICENSE AND
SOFTWARE SERVICES**

This Amendment (“Amendment No. 1”), to that certain License and Software Services Agreement (Non-Exclusive) dated February 1, 2019 (the “Agreement”), is made as of February 1, 2022, by and between the City of Vernon, a California charter city and municipal corporation (“Licensee”), and Power Settlements Consulting and Software, LLC (“Power”), a California limited liability company.

WHEREAS, Licensee and Power entered into the Agreement, which sets out the terms and conditions of Licensee’s use and Software services of the Software for Licensee to manage its CAISO data; and

WHEREAS, Licensee and Power desire to amend the Agreement to (i) remove the automatic renewal language in Section 9.1 of the Agreement and (ii) extend the Term of the Agreement in Section 9.1 for an additional three-year period, due to the unique nature of the services provided, for a total amount not to exceed \$262,542.

WHEREAS, pursuant to Section 12.8 of the Agreement, the amendments contemplated by the parties must be stated in writing executed by each of the parties.

NOW, THEREFORE, the parties to this Amendment No. 1 agree as follows:

1. Effective as of February 1, 2022, the Agreement is hereby renewed for an additional three-year period beyond the Initial Term, and the Renewal Term (as defined below) will commence on February 1, 2022 and continue until January 31, 2025. There will be no automatic renewal of the Agreement after the Renewal Term.

2. The total CAISO Software Services Fees payable by Licensee to Power pursuant to Section 5.3 of the Agreement during the Renewal Term of this Amendment No. 1, from February 1, 2022, to January 31, 2025, shall not exceed the amount of Two Hundred Sixty-Two Thousand Five Hundred and Forty-Two Dollars (\$262,542), without prior City Council approval and further written amendment of the Agreement.

3. Section 9.1 of the Agreement is hereby amended and restated as follows:

9.1 Term of Agreement. The initial term (“Initial Term”) of this Agreement shall commence on February 1, 2019 (“Effective Date”), and shall continue until 11:59 p.m. Pacific Prevailing Time on January 31, 2022. The renewal term (“Renewal Term”) of this Agreement shall commence on February 1, 2022, and shall continue until 11:59 p.m. Pacific Prevailing Time on January 31, 2025. The Software License Fees and the CAISO Software Services Fees provided for under this Agreement are fully earned by Power when due and payable hereunder and not subject to refund or offset notwithstanding the early termination of this Agreement by either Power or Licensee.

4. This Amendment No. 1 will be deemed effective as of February 1, 2022 (the “Effective Date”). Except as expressly stated in this Amendment No. 1, all of the terms and provisions of the Agreement are and shall remain in full force and effect and are hereby ratified by the parties. Capitalized terms used and not defined in this Amendment No. 1 have the respective meanings assigned to them in the Agreement. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Agreement or as a waiver of or consent to any further or future action on the part of either party that would require the waiver or consent of the other party. On and after the Effective Date, each reference in the Agreement to “this Agreement,” “the Agreement,” “hereunder,” “hereof,” “herein,” or words of like import will mean and be a reference to the Agreement as amended by this Amendment No. 1.

5. The provisions of this Amendment No. 1 shall constitute the entire agreement of the parties with respect to the subject matter included in this Amendment No. 1 and shall supersede any other agreement, understanding, or arrangement, whether written or oral, between the parties with respect to the subject matter of this Amendment No. 1, with the exception of joint representation and/or conflict waiver agreements related to matters handled by Associate Counsel.

6. The person or persons executing this Amendment No. 1 on behalf of each of the parties warrants and represents that he or she has the authority to execute this Amendment No. 1 on behalf of that party and has the authority to bind that party to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties have signed this Amendment No. 1 as of the date stated in the introductory clause.

[SIGNATURES FOLLOW ON NEXT PAGE]

CITY OF VERNON, a California charter city
and municipal corporation

Power Settlements Consulting and Software, LLC,
a California limited liability company

By: _____
Carlos Fandino, City Administrator

By: _____

Name: _____

Title: _____

ATTEST:

Lisa Pope, City Clerk

APPROVED AS TO FORM:

Zaynah N. Moussa,
Interim City Attorney

City Council Agenda Item Report

Submitted by: Adriana Ramos
Submitting Department: Public Utilities
Meeting Date: February 15, 2022

SUBJECT

Amendment No. 2 to Services Agreement with S&S Labor Force Inc., dba JRM for Unarmed Security Guard Services

Recommendation:

Approve and authorize the City Administrator to execute Amendment No. 2 to the Services Agreement with S&S Labor Force Inc., dba JRM, in substantially the same form as submitted, for continued unarmed security guard services for a not-to-exceed amount of \$992,000.

Background:

Following a Request for Proposal process, on May 19, 2020, City Council approved a services agreement with S&S Labor Force, Inc., dba JRM (JRM) for unarmed security guard services in the amount of \$1,809,000.00, for a term of three years. Based on the total approved for the contract, the Public Utilities Department allocated \$1,050,000 in its budget for Fiscal Year (FY) 2021-22. However, a budgetary adjustment of \$507,500 was necessary at mid-year due to factors related to the state of emergency, as well as factors that were not known or expected at the start of the contract and at the time of the budget adoption. Following approval of the mid-year budget adjustment, on June 1, 2021, City Council approved Amendment No. 1 to the Services Agreement with JRM in the amount of \$507,500. At that time, the COVID-19 pandemic and related impacts and countermeasures continued to evolve, and with high social tensions peaking, the City made necessary adjustments to increase security arrangements.

The increase in security presence was important to ensure the City's facilities and newly installed infrastructure were visibly monitored and protected.

Staff has continued to evaluate how to best leverage the services of JRM to aid in safeguarding of public and City property. Currently, VPU is returning to City Council for approval of Amendment No. 2 after evaluating security needs during the emerging impacts of the highly communicable Omicron variant. Seeing that the potential for COVID-19 related threats and ongoing safety related requirements remained during this latest spike in positive cases, and will likely continue until the virus is no longer a significant threat to public health, staff has determined an increased allocation of funds for this contract is necessary in order to effectively meet the City's security needs.

JRM's work continues to include layers of coverage for increased activity that was not originally anticipated or accounted for in the initial calculation of estimated costs for security services back in 2020. The security firm continues to effectively tackle unexpected assignments that include COVID-19 related monitoring at City Hall and throughout the City; urgent safety measures related to the homeless crisis; enhanced security to protect the City's investment in generation assets, electric transmission and distribution; water facility infrastructure improvement sites; and residential parking enforcement activities. Contracting JRM for these services is distinct from the services provided by the Vernon Police Department (VPD), JRM personnel focus on monitoring and reporting observations and trends to City staff and the VPD. JRM has made a significant impact on safety and security, as they are

specifically dedicated to monitoring City Hall and City-owned facilities. Given costs related to staffing, contracting for unarmed security guard services is the best option for the City and has a lower overall fiscal impact than if similar services were provided in-house.

JRM's contract is set to expire on May 20, 2023, and due to the increased security measures noted above, it is anticipated that the contract will run out of necessary funds by June of 2022.

Although there are sufficient funds in VPU's budget and no budget adjustments are necessary for this service for FY 2021-22, approval of the proposed Amendment No. 2 to the Services Agreement with JRM would allocate additional funds to this contract through the remainder of its term.

Amendment No. 2 has been reviewed and approved as to form by the City Attorney's office.

Fiscal Impact:

Amendment No. 2 with JRM would add \$992,000 to the Services Agreement for a grand total not-to-exceed amount of \$3,308,500.63. Sufficient funds for continued unarmed security guard services are available in Public Utilities System Dispatch and Administration Account Nos. 055.8100.596200 and 055.9000.596200.

Attachments:

[1. Amendment No. 2 - SS Labor Force Inc dba JRM](#)

**AMENDMENT NO. 2 TO THE SERVICES AGREEMENT BETWEEN THE CITY OF
VERNON AND S&S LABOR FORCE INCORPORATED, DBA JRM, FOR
UNARMED SECURITY GUARD SERVICES**

This Amendment (Amendment No. 2) to that certain Services Agreement for unarmed security guard services dated May 20, 2020, (Agreement), is made as of February 15, 2022, by and between the City of Vernon, a California charter city and municipal corporation (City), and S&S Labor Force Incorporated, dba JRM, a California corporation (Contractor).

WHEREAS, the City and Contractor are parties to a written Agreement, dated May 20, 2020, under which Contractor provides unarmed security guard services; and

WHEREAS, JRM continues to aid in the safeguarding of City and other public property. Due to the ongoing COVID-19 pandemic, JRM has assisted in unexpected assignments, including COVID-19 related monitoring assignments at City Hall and throughout the City. Added security presence has been increased when some City staff has worked remotely. In addition, JRM continues to assist with residential parking enforcement activities, provide additional urgent safety measures related to the homelessness crisis, and provide enhanced security to protect the City's investments due to vandalism and theft because of infrastructure improvements; and

WHEREAS, in light of these additional and unforeseen costs, the City and Contractor desire to amend the Agreement, effective February 15, 2022, to increase Contractor's total compensation by an amount not to exceed \$992,000.

NOW, THEREFORE, the parties to this Amendment No. 2 agree as follows:

1. Effective as of February 15, 2022, the total compensation for the term of the Agreement shall not exceed \$3,308,500.63.
2. Except as expressly modified by this Amendment No. 2, all provisions of the Agreement shall remain in full force and effect.
3. The provisions of this Amendment No. 2 shall constitute the entire agreement of the parties with respect to the subject matter included in this Amendment No. 2 and shall supersede any other agreement, understanding, or arrangement, whether written or oral, between the parties with respect to the subject matter of this Amendment No. 2.
4. The person or persons executing this Amendment No. 2 on behalf of each of the parties warrants and represents that he or she has the authority to execute this Amendment No. 2 on behalf of that party and has the authority to bind that party to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties have signed this Amendment No. 2 as of the date stated in the introductory clause.

[SIGNATURES FOLLOW ON NEXT PAGE]

CITY OF VERNON, a California charter city
and municipal corporation

S&S Labor Force Incorporated, dba JRM, a
California corporation

By: _____
Carlos Fandino, City Administrator

By: _____
Name: _____
Title: _____

ATTEST:

Lisa Pope, City Clerk

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

Zaynah N. Moussa,
Interim City Attorney

City Council Agenda Item Report

Submitted by: Angela Melgar
Submitting Department: Finance/Treasury
Meeting Date: February 15, 2022

SUBJECT

Appointment of Stifel, Nicolaus & Company, Inc. for Underwriting Services

Recommendation:

- A. Approve issuance of Pension Obligation Bonds (POBs); and
- B. Appoint Stifel, Nicolaus & Company, Inc. (Stifel) to serve as underwriters on the proposed POBs for a cost not-to-exceed \$296,000 to be paid from bond proceeds upon transaction completion and authorize the City Administrator to execute the related Engagement Letter with Stifel.

Background:

In an effort to address pension related costs, staff is actively engaged in identifying options that best serve the City's needs and obligations in the long-term. Pension Obligation Bonds (POBs) would allow the City to level annual payments for savings and, combined with a 115 Trust and a Pension Management Policy, would contribute to the long-term success of the City's pension financing program.

In June 2021, staff engaged the services of GovInvest to analyze the benefits and risks associated with issuing bonds to refinance pension and Other Post-Employment Benefits (OPEB) debt. On September 21, 2021, GovInvest presented its findings to Council, focusing on the potential savings, risks, and benefits of issuing POBs. On February 1, 2022, GovInvest provided an updated presentation to Council, highlighting factors in CalPERS' rate of return for fiscal year 2020-21 of 21.3%, which caused an automatic lowering of the discount rate from 7.0% to 6.8%, due to CalPERS' Funding Risk Mitigation Policy, and its impacts to the City's Unfunded Actuarial Liability (UAL). Workshop II, scheduled for February 15, 2022, will provide an opportunity for questions and answers and discussion prior to the appointment of an Underwriter for the Pension Obligation Bond project by City Council.

Underwriter selection is one of the preliminary steps to issuing bonds. The primary function of the bond underwriter is to develop the financing plan, market, sell and underwrite the bonds. Other duties include creating a rating strategy to optimize the City's presentation to rating agencies and identifying ways to enhance the City's capital markets strategy across projects and credits to identify potential opportunities.

In preparation for several potential financing projects, on October 14, 2021, City staff issued a Request for Proposals (RFP) for Investment Banking and Underwriting Services for three project categories: 1) Redevelopment Agency Financing, 2) Pension Obligation Financing, and 3) Financing of Major Maintenance/Infrastructure Improvements and Asset Acquisitions. The RFP was distributed to the following ten (10) firms that specialize in public bond financing: Bank of America Merrill Lynch, Piper Sandler, Raymond James & Associates, Inc., Goldman Sachs, Citigroup Global Markets Inc., Hilltop Securities Inc., J.P. Morgan, Morgan Stanley, Samuel A. Ramirez & Co., Inc., RBC Capital Markets, and Stifel Public Finance. In an effort to maximize the diversity of the firms notified, staff advertised the RFP on PlanetBids, via which

nineteen (19) vendors were notified, including the aforementioned. Timely proposals were received from the following seven firms: Citigroup Global Markets, Raymond James & Associates, Inc., Drexel Hamilton, Goldman Sachs, Hilltop Securities Inc., Stifel, and Samuel A. Ramirez & Co., Inc. All seven of the proposals responded to the POBs project.

A review panel evaluated the seven POBs project proposals received from qualified respondents. A comprehensive and impartial evaluation of the proposals was conducted in accordance with the specifications set forth within the RFP on the basis of four weighted criteria: Qualifications 40%, Costs and Fees 30%, Responsiveness 10%, and References 20%. Stifel was determined to be the best fit due to the firm's exceptional qualifications, competitive prices, and past experience. As the leading firm in POBs underwriting, Stifel has underwritten fifteen (15) pension financings totaling \$2.3 billion, making it the #1 underwriter by number of issues and par amount. Furthermore, its institutional knowledge of local communities facilitates its ability to match buyers with communities and credits that meet investors' varying criteria. At this time, staff recommends that the City Council appoint Stifel as underwriters for the POBs issuance in order to allow the firm to commence their work on this transaction.

Next Step in Bond Process:

Upon finalizing the Series 2022 POB financial requirements and disclosure documents, City Council will be presented the Resolution Authorizing Issuance, Trust Agreement, and Bond Purchase Agreement for its consideration (expected for the March 1, 2022 Council meeting) and be briefed on the specifics of the bonding transaction before proceeding with a final sale. Subsequent to LA County Superior Court validation (a process that results in a binding judgment with a notice and protest period similar to a public hearing process), staff will present to Council the Preliminary Official Statement (expected for the July 5, 2022 Council meeting).

Fiscal Impact:

The total estimated cost for underwriting services is expected not-to-exceed \$296,000 based on a \$112,845,000 bond transaction (\$2.62/\$1,000 bond), and will be paid from bond proceeds upon transaction completion.

Attachments:

1. [Investment Banking and Underwriting Services RFP](#)
2. [Investment Banking and Underwriting Services RFP - Stifel Response \(10-25-21\)](#)
3. [Stifel Engagement Letter - City of Vernon Pension Financing](#)

**City of Vernon
Request for Proposals (RFP)**

**Investment Banking and Underwriting
Services**



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

1. INTRODUCTION AND PROJECT

The City of Vernon is requesting proposals for investment banking and underwriting services for the execution of a restructuring/refinancing of outstanding redevelopment agency debt, financing all or a portion of the City's Unfunded Accrued Liability (UAL) pension obligations, and financing for major acquisitions and/or maintenance and revenue-financed infrastructure improvements.

Redevelopment Agency Financing: The City seeks to refinance its existing series 2005 Industrial Redevelopment Project Tax Allocation Bonds (of which \$30,785,000 is currently outstanding), and series 2011 Industrial Redevelopment Project Tax Allocation Bonds (Federally Taxable) (of which \$8,130,000 is currently outstanding), in order to realize interest rate savings.

Pension Obligation Financing: The City is also interested in pursuing financing opportunities to benefit the City and increase financing options/flexibility in the near and long term and is exploring pension obligation bonds in order to stabilize UAL costs over time.

Financing of Major Maintenance/Infrastructure Improvements and Asset Acquisitions: The City may engage in or pursue major maintenance projects, revenue-financed infrastructure improvements, and asset acquisitions in order to strengthen the City's infrastructure and long-term ability to provide necessary City services. The City is interested in pursuing financing opportunities to fund such maintenance, improvements and/or acquisitions.

Proposers may submit a proposal for one or multiple service categories. The City will select one or more firms, based on demonstrated competence and qualifications to perform investment banking and underwriting services. Proposers must demonstrate a comprehensive understanding of municipal finance.

The City intends to use this solicitation to select the firm(s) that, at the City's sole discretion, is/are found to offer the most favorable recommendations and terms. Depending on the structure and size of the chosen approach, the City may later, at the City's sole discretion, choose firms for co-manager roles. The City is not obligated to proceed with any transaction or to select any underwriting firm pursuant to this RFP.

2. BACKGROUND

The City of Vernon was founded in 1905, is approximately 5.2 square miles in size and is located approximately 5 miles southeast of downtown Los Angeles California. Over its long history, Vernon has been developed as an industrial community. At the turn of the 20th century the lands that make up Vernon were comprised largely of farmlands. The presence of three major rail lines in the area led influential business and property owners to encourage the railroad companies to run spur lines onto the farmlands. These rail extensions enabled the creation of an "exclusively industrial" city. By the 1920's, Vernon was attracting large stockyards and meatpacking facilities. In the 1930's, Vernon became the location of choice for many heavy industrial plants. As economic conditions changed over the decades, these large-scale industrial operations have relocated out of

Southern California and Vernon has attracted smaller, lighter industrial facilities. The City's business friendly environment, low cost utilities and key location for trucking and rail transport continue to position Vernon as an ideal location for industrial uses.

City Government: The City Council consists of five members, elected at-large, who serve five-year staggered terms. A Mayor and a Mayor Pro Tem are annually appointed according to a rotation schedule based on year of election.

Labor Force: Vernon has approximately 225 employees, and its departments include a Police Department, Finance Department, Public Works Department, Public Utilities Department and Health and Environmental Control Department. Present bargaining units include the Vernon Police Officers Benefit Association, Vernon Police Management Association, International Brotherhood of Electrical Workers Local 47, and Teamsters Local 911.

3. FINANCING CATEGORIES

A. FORMER REDEVELOPMENT AGENCY OUTSTANDING DEBT

The City is considering opportunities to refinance the existing Series 2005 and Series 2011 (Taxable) Tax Allocation Bonds in an optimal way to decrease debt service and term. The former Redevelopment Agency currently has \$38,915,000 (as of 9/1/2021) of outstanding debt. The following table provides the maturity schedule of the two bonds.

Industrial Redevelopment Project Outstanding Debt Summary						
Series	Tax Status	Type	Original Issue Size	Outstanding Par	Call Option	Final Maturity
2005A	Tax-Exempt	Fixed Rate	49,420,000	30,785,000	9/1/2015	9/1/2035
2011A	Taxable	Fixed Rate	19,490,000	8,130,000	9/1/2021	9/1/2030

B. PENSION OBLIGATIONS

The City is also considering financing opportunities to finance all or a portion of its existing unfunded actuarial liability. As of the June 30, 2020 CalPERS valuations reports, the City's UAL is \$146,631,689, as shown in the table below:

CalPERS Employer ID	Employer Name	Employer Plan	UAL Balance 6/30/22
3431795727	City of Vernon	Safety Fire	57,738,402
3431795727	City of Vernon	Safety Local Prosecutor	8,762
3431795727	City of Vernon	PEPRA Safety Fire	155,136
3431795727	City of Vernon	PEPRA Safety Police	62,844
3431795727	City of Vernon	Miscellaneous	52,417,380
3431795727	City of Vernon	Safety Police	36,249,165
			146,631,689

C. FINANCING OF MAJOR MAINTENANCE/INFRASTRUCTURE IMPROVEMENTS AND ASSET ACQUISITIONS

The City may engage in or pursue major maintenance projects, revenue-financed infrastructure improvements, and asset acquisitions in order to strengthen the City's infrastructure and long-term ability to provide necessary City services. The City is interested in pursuing financing opportunities to fund such maintenance, improvements and/or acquisitions.

4. SCOPE OF SERVICES REQUIRED

With respect to each type of contemplated financings, the City of Vernon is seeking the services of a highly qualified consulting firm to assist in the following:

- A. Provide continued analyses to help determine an optimal approach for financing/refinancing and other opportunities;
- B. Attend and participate in meetings related to the financing(s);
- C. Provide support services for completion of the financing(s), including periodical preparation of schedules and distribution lists;
- D. Provide ongoing information to the finance team regarding the activity and status of the financing(s) and market conditions, including regular updates to financing scales and numbers;
- E. Assist in preparation of presentations to rating agencies and investors;
- F. Structure, schedule, market, and purchase the bonds including underwriting any balances of unsold bonds;
- G. Present a timely, comprehensive summary of management performance; and
- H. Obtain bids for credit enhancement and recommend efficient utilization of available credit enhancement, including but not limited to bank facilities and bond insurance, if necessary.

5. QUALIFICATIONS & CRITERIA

- A. **Qualifications:** The City of Vernon may select one or more firms to provide the outlined Scope of Service on the bases of qualifications, experience, and cost. The following are the minimum qualifications to be used to evaluate responses to this Request for Proposals:

Respondents must have a minimum of five (5) years of municipal finance experience serving as an underwriter for acquisition, redevelopment and/or pension obligation transactions, as required based on the scope of proposed services. Experience in financing/refinancing similar sizes and types of bond issuances in the State of California is desired.

- B. **Selection Criteria:** The City will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals received will be reviewed and evaluated by a committee of qualified personnel. The name, information, or experience of the individual members will not be made available to any proposer. The Evaluation Committee will first review and screen all proposals submitted, except for the

City of Vernon Investment Banking and Underwriting Services Request for Proposals

cost proposals, according to the minimum qualifications set forth above. The following criteria will be used in reviewing and comparing the proposals and in determining the highest scoring bid:

1. 40% Qualifications, background and prior experience of the firm in the Service Area(s) being proposed, experience of key staff assigned to oversee services provided to Vernon, evaluation of size and scope of similar work performed and success on that work.
2. 30% Cost and fees to the City for handling matters. Cost is not the sole determining factor but will be taken into consideration. Proposer must offer services at a rate comparable to the rate proposer offers to other governmental entities for similar work. Offering a higher rate to the City than the comparable rate is grounds for disqualification of the Proposer. If rates differ for different types or levels of service, or for different Service Areas, the Proposer should so state.
3. 10% Responsiveness to the RFP, and quality and responsiveness of the proposal.
4. 20% References including past performance of proposer.

6. FORMAT AND DELIVERY OF RESPONSE

Respondents are asked to submit an electronic copy via email to Scott Williams, Director of Finance/City Treasurer to swilliams@ci.vernon.ca.us of their proposals in sufficient detail to allow for a thorough evaluation and comparative analysis. The proposal should include, at a minimum, the following information in sectionalized format addressing all phases of the work in the RFP.

- A. **Format:** Limit your proposal to 15 typed 8.5" X 11" pages, or fewer. You may attach a firm brochure if you wish, but it must be as a separate attachment and independent from the required elements noted above.
 1. Use a conventional typeface with a minimum font size of 12 points. Use a 1" margin on all borders.
 2. Organize your submittal in the order described above.
 3. Prominently label the package: "Investment Banking and Underwriting Services RFP" and include the name of the primary contact for the respondent.
 4. Responses are due on or **before 5:00 p.m. on October 25, 2021.** Late response will not be accepted.
 5. If you have any questions about this RFP, please contact Scott Williams via email at swilliams@ci.vernon.ca.us. Please note that any questions asked and any response provided by Vernon will be sent to every person who will be submitting a proposal, to the extent the City is aware of them.

- B. **Cover Letter:** All proposals shall include a cover letter which states that the proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal. If the proposal contemplates the use of sub-contractors, the sub-contractors shall be identified in the cover letter. If the proposal is submitted by a business entity, the cover letter shall be executed by an officer authorized to contractually bind the business entity. With respect to the business entity, the cover letter shall also include: the identification of the business entity, including the name, address and telephone number of the business entity; and the name, title, address and telephone number of a contact person during the proposal evaluation period.
- C. **Introduction:** Present an introduction of the proposal and your understanding of the assignment and significant steps, methods and procedures to be employed by the proposer to ensure quality deliverables that can be delivered within the required time frames and your identified budget.
- D. **General Scope of Work:** Briefly summarize the scope of work as the proposer perceives or envisions it for each Service Area proposed.
- E. **Work Plan:** Present concepts for conducting the work plan and interrelationship of all projects. Define the scope of each task including the depth and scope of analysis or research proposed.

Provide clear and concise responses to the following:

- 1. **Other Financing Opportunities.** Provide a summary of the firm's approach to other financing opportunities that could benefit the City. Specifically, provide a detailed discussion regarding the firm's recommendation of fixed versus variable rate bonds and the considerations surrounding same. Additionally, provide an opinion on an appropriate amortization schedule. If applicable, discuss the subtopics listed in the "Refinancing Approach" section below and how they affect the firm's other financing opportunities recommendation.
- 2. **Financing/Refinancing Approach.** Provide a summary of the firm's approach to debt financing/refinancing followed by a more detailed discussion of the ideas and considerations surrounding the recommended approach. If applicable, provide series-specific descriptions and results followed by the aggregate anticipated outcome. As part of the discussion, address the following as they relate to the recommended approach:
 - a. **Structure.** The proposal should include other alternatives explored and why those options were not selected as the primary recommendation.
 - b. **Credit Ratings.** Given the City's ratings and any information that can be ascertained from rating agency reports, disclosure documents and financials, which ratings should the City plan to

seek in association with the recommended transaction? Provide information on how many ratings the firm would recommend procuring and which rating agencies the firm recommends approaching. Which ratings does the firm expect City to receive? What are the primary areas of concern and how does the firm recommend addressing them? What implications will the proposed refinancing have on credit ratings and how should they be addressed?

3. **Approach to Sale.** Detail the recommended approach to the potential bond sale associated with the recommended refinancing approach. Describe the firm's marketing strategy, including: retail order period, net roadshow, sealed bid, syndicate policies, etc. Explain how the firm intends to sell the bonds at the best rates and include the firm's proposal for total compensation and liability.
- F. **Fees and costs:** Although an important aspect of consideration, the financial cost estimate will not be the sole justification for consideration. Negotiations may or may not be conducted with the proposer; therefore, the proposal submitted should contain the proposer's most favorable terms and conditions, since selection and award may be made without discussion with any firm. All prices should reflect "not to exceed" amounts per item. Proposer must offer services at a rate comparable to the rate proposer offers to other governmental entities for similar work. Offering a higher rate to the City than the comparable rate is grounds for disqualification of the Proposer.

Please provide a maturity-by-maturity takedown request for the potential transaction assuming only one underwriter is selected. The City may ultimately decide to appoint a co-manager or group of co-managers to work with the lead manager which the City is intending to select. Also please detail all expected expenses and management fee in a dollar-per-bond format. Assume \$50,000 for Underwriter's Counsel. Proposer must offer services at a rate comparable to the rate Proposer offers to other governmental entities for similar work.

- G. **Ability of the Proposer to Perform:** Provide a detailed description of the proposer and his/her/its qualifications, including names, titles, detailed professional resumes and past experience in similar work efforts/products of key personnel who will be working on the assignment. Provide a list of specific related work projects that have been completed by the proposer which are directly related to the assignment described in this RFP. Note the specific individuals who completed such project(s). Identify role and responsibility of each member of the project team. Include the amount of time key personnel will be involved in the respective portions of the assignment. Provide the names, contact information and very brief resumes for the core (no more than 3 individuals) banking team that would be assigned to this contract. Provide the name, contact information and very brief resume for the underwriter who would be assigned for the sale of any bonds. Focus resumes on relevant experience and particularly highlight any

direct experience with transactions for the City of Vernon. Include the amount of time key personnel will be involved in the respective portions of the assignment. The identification and utilization of specific key personnel throughout the contract term are important factors in the City's consideration and selection of a firm. Any changes in identified key personnel after the award of the agreement must be approved by the City in writing before the change is made. The City reserves the right to cancel the agreement if it objects to a change in identified key personnel after the award, and to award the contract to the next highest proposer or conduct a new RFP. Respondents are encouraged to supply relevant examples of their professional product. Provide a list of references.

The selected firm shall not subcontract any work under the RFP nor assign any work without the prior written consent of the City.

If selected to participate in the interview phase, proposers will be asked to address whether there are any conflicts of interest that would limit the proposer's ability to provide the requested service.

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

7. ADDENDA, CHANGES, AND AMENDMENTS TO THIS SOLICITATION

At any time prior to the due date for responses, the City may make changes, amendments, and addenda to this solicitation, including changing the date due to allow respondents time to address such changes. Addenda, changes, and amendments, if made, will be posted on the City's website (www.cityofvernon.org/planetbids), which is deemed adequate notice. A proposer may make a request to the City's project coordinator to be placed on a list of persons to receive notice of any such addenda, changes, or amendments. The preferred manner of communications is via e-mail due to its timeliness.

8. CONDITIONS FOR RESPONSES TO RFP

The following conditions apply to this RFP process:

- A. Nothing contained in this RFP shall create any contractual relationship between the respondent and the City.
- B. This RFP does not obligate the City to establish a list of service providers qualified as prime contractors, or award an agreement to any respondent. The City reserves the right to amend or cancel this RFP without prior notice, at any time, at its sole discretion.
- C. The City shall not be liable for any expenses incurred by any individual or organization in connection with this RFP.
- D. No conversations or agreements with any officer, agent, or employee of the

City of Vernon Investment Banking and Underwriting Services Request for Proposals

City shall affect or modify any terms of this RFP. Oral communications or any written/e-mail materials provided by any person other than designated contact staff of City shall not be considered binding.

- E. The City reserves the right, in its sole discretion, to accept or reject any or all Proposals without prior notice and to waive any minor irregularities or defects in a Proposal. The City reserves the right to seek clarification on a Proposal with any source.
- F. The dates, times, and sequence of events related to this RFP shall ultimately be determined by the City. The schedule shown above is subject to change, at the sole discretion of the City, although the City will attempt to follow it and, if it must be altered, will attempt to provide reasonable notice of the changes.
- G. Respondents shall not issue any news release pertaining to this RFP, or the City without prior written approval of the City.
- H. All submitted proposals and information included therein or attached thereto shall become public record upon delivery to the City.

9. RIGHT BY THE CITY TO WITHDRAW THIS REQUEST

The City may, at its sole discretion and for any reason whatsoever, withdraw this solicitation at any time.

10. STANDARD TERMS AND CONDITIONS

Prior to the award of any work hereunder, City and proposer shall enter into the City's standard form services agreement attached hereto as Exhibit B. Proposers responding to this RFP are strongly advised to review all the terms and conditions of the Agreement. The term of the Agreement shall not exceed three (3) years pursuant to the Vernon Municipal Code.

EXHIBIT A

AFFIDAVIT OF NON-COLLUSION

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

March 2013

EXHIBIT B

STANDARD FORM AGREEMENT

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND [CONTRACTOR'S
NAME] FOR INVESTMENT BANKING AND UNDERWRITING SERVICES

COVER PAGE

Contractor:	[insert name of contractor]
Responsible Principal of Contractor:	[insert name, title]
Notice Information - Contractor:	[insert name of contractor] [insert street address] [insert city, state, zip code] Attention: [insert name, title] Phone: [insert phone number]
Notice Information - City:	City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058 Attention: Scott Williams Director of Finance/City Treasurer Telephone: (323) 583-8811 ext. 849 Email: swilliams@ci.vernon.ca.us
Commencement Date:	[insert commencement date]
Termination Date:	[insert termination date]
Consideration:	Total not to exceed \$[insert amount] (includes all applicable sales tax); and more particularly described in Exhibit B
Records Retention Period	Three (3) years, pursuant to Section 11.20

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND [CONTRACTOR'S NAME]
FOR INVESTMENT BANKING AND UNDERWRITING SERVICES

This Agreement is made between the City of Vernon ("City"), a California charter City and California municipal corporation ("City"), and [Contractor's Name], a [State incorporated in] corporation ("Contractor").

The City and Contractor agree as follows:

1.0 EMPLOYMENT OF CONTRACTOR. City agrees to engage Contractor to perform the services as hereinafter set forth as authorized by the City Council on _____, ____.

2.0 SCOPE OF SERVICES.

2.1 Contractor shall perform all work necessary to complete the services set forth in the City's Request for Proposals issued on or about _____, and titled _____, and Contractor's proposal to the City ("Proposal") dated _____, 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 [state date], and it shall continue until [state date which may not be more than three years from the commencement date], unless terminated at an earlier date pursuant to the provisions thereof.

5.0 COMPENSATION AND FEES.

5.1 Contractor has established rates for the City of Vernon which are comparable to and do not exceed the best rates offered to other governmental entities in and around Los Angeles County for the same services. For satisfactory and timely performance of

the services, the City will pay Contractor in accordance with the payment schedule set forth in Exhibit "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 [state amount] 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 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: Scott Williams, Director of Finance/City Treasurer
4305 Santa Fe Avenue
Vernon, CA 90058

If to the Contractor:

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or, if mailed, upon receipt, or upon expiration of three (3) business days from the date of posting, whichever is earlier. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party.

11.16 NO THIRD PARTY RIGHTS. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right or remedy in, under, or to this Agreement.

11.17 TERMINATION FOR CONVENIENCE (Without Cause). City may terminate this 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

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

By: _____
Carlos R. Fandino, Jr.
City Administrator

By: _____
Name: _____
Title: _____

ATTEST:

Lisa Pope, City Clerk

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

Zaynah N. Moussa,
Interim City Attorney

EXHIBIT A
CONTRACTOR'S PROPOSAL

EXHIBIT B
SCHEDULE

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.



Investment Banking and Underwriting Services RFP

October 25, 2021

October 25, 2021

Scott Williams, *Director of Finance and City Treasurer*

Re: Investment Banking and Underwriting Services RFP

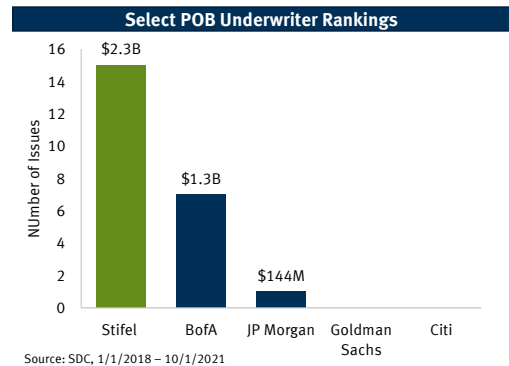
Dear Scott,

On behalf of Stifel, thank you for your consideration of our firm to serve the City of Vernon ("City") as underwriter on the proposed pension obligation financing ("POBs") and the Successor Agency's tax allocation refunding bonds ("TABs"). Please consider the following:

Stifel is the #1 California Bond Underwriter. Since 2018, Stifel has brought to market 676 California bond issues totaling \$18.4 billion, making us the #1 underwriter by number of issues with a market share of 24%. Our experience represents one-quarter of all California municipal issues and an average of four sales each week.

#1 Tax Allocation Bond Underwriter. Stifel's bankers, underwriters, and sales professionals all have a long history of structuring, marketing, and selling more California tax allocation bonds than any other firm. Since 2018, we have underwritten 41 tax allocation bonds totaling \$890 million in par value, representing a 41% market share, or more than 3 times the amount of issues as our closest competitor.

#1 Pension Bond Underwriter. Since 2018, we have underwritten 15 pension financings totaling \$2.3 billion in par, making us the #1 underwriter by number of issues and par amount. In 2021 year to date, Stifel has had a role in every other deal and nearly 81% of the par financed. In comparison to our Wall Street competitors, Stifel's experience is greater than all big banks combined (both by par and number of issues).



Distribution Platform that Combine to Deliver Aggressive Pricing. Stifel is one of the few underwriting firms doing business in California that underwrites California bonds from a California underwriting desk. In fact, the firm has 3 California underwriters on 2 California underwriting desks. Our underwriters' knowledge of local communities facilitates our ability to match buyers with communities and credits that meet these investors' varying criteria. Furthermore, our sales platform includes 21 institutional municipal sales specialists, approximately 200 fixed-income generalists and 280 retail sales professionals among 36 California private client offices.

Please note that this proposal will remain valid for a period of not less than ninety (90) days from the submittal date. Again, thank you for the opportunity to respond.

Sincerely,

John Kim, *Managing Director*

T: (213) 443-5023 | E: jkim@stifel.com

Thomas Jacob, *Managing Director*

T: (213) 443-5010 | E: tjacob@stifel.com



City of Vernon

Investment Banking and Underwriting Services RFP

Cover Letter (Page 1)

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Appendix A: Executed Affidavit of Non-Collusion

DISCLOSURE: As outlined in the SEC’s Municipal Advisor Rule, Stifel, Nicolaus & Company, Incorporated (“Stifel”) is providing the attached material and all information and advice contained therein in response to a request for proposals or request for qualifications (the “RFP”) by a municipal issuer or obligated person with respect to a specific issue of municipal securities. Stifel has not acted, and will not act, as your municipal advisor with respect to the issuance of the municipal securities that is the subject to the RFP.

Stifel is providing information and is declaring to the proposed municipal issuer and any obligated person that it has done so within the regulatory framework of MSRB Rule G-23 as an underwriter (by definition also including the role of placement agent) and not as a financial advisor, as defined therein, with respect to the referenced proposed issuance of municipal securities. The primary role of Stifel, as an underwriter, is to purchase securities for resale to investors in an arm’s- length commercial transaction. Serving in the role of underwriter, Stifel has financial and other interests that differ from those of the issuer. The issuer should consult with its’ own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

These materials have been prepared by Stifel for the client or potential client to whom such materials are directly addressed and delivered for discussion purposes only. All terms and conditions are subject to further discussion and negotiation. Stifel does not express any view as to whether financing options presented in these materials are achievable or will be available at the time of any contemplated transaction. These materials do not constitute an offer or solicitation to sell or purchase any securities and are not a commitment by Stifel to provide or arrange any financing for any transaction or to purchase any security in connection therewith and may not relied upon as an indication that such an offer will be provided in the future. Where indicated, this presentation may contain information derived from sources other than Stifel. While we believe such information to be accurate and complete, Stifel does not guarantee the accuracy of this information. This material is based on information currently available to Stifel or its sources and is subject to change without notice. Stifel does not provide accounting, tax or legal advice; however, you should be aware that any proposed indicative transaction could have accounting, tax, legal or other implications that should be discussed with your advisors and /or counsel as you deem appropriate.

C. Introduction

Present an introduction of the proposal and your understanding of the assignment and significant steps (given the limit to 15 pages, all questions – *noted in green* - are abbreviated herein).

We understand and are committed to providing those services listed under the Scope of Work, as outlined below, throughout the financing process. As mentioned in our cover letter, Stifel is the leading underwriter in all the financing categories identified by the City (see our response to Question G for more detail). *Why do so many issuers trust Stifel over other firms?* Succinctly speaking, it's a combination of our experience, resources, customer approach, and financing execution. Our banking team has cultivated a reputation for excellence by providing issuer-clients with thoughtful and engaging customer service, always delivering a work product that is of the utmost quality in a timely and efficient manner. Moreover, our capital markets team (in charge of marketing, pricing and selling bonds) has more California experience than any other team in the industry, giving them with a unique understanding of local credits and insights on optimal pricing levels. As such, we are confident that we are the most qualified underwriting firm to assist the City.

D. General Scope of Work

Briefly summarize the scope of work as the proposer perceives or envisions it for each Service Area proposed.

While not an exhaustive services list, we plan to implement the Scope of Work in the following three phases: 1) strategic planning, preparation of documents and credit package; 2) pre-sale marketing plan; and 3) Council approval, sale and post-sale analysis.

Proposed Scope of Work Phases	
PHASE 1: Strategic Planning, Preparation of Documents and Credit Package	
<u>Structure</u>	<ul style="list-style-type: none"> Assist the City in selecting the optimal financing structure(s): <ul style="list-style-type: none"> TABs: Level vs. upfront savings; POBs: Funding levels, debt structure, targeted amort bases; Other Infrastructure Improvements: Help the City identify infrastructure needs and sources of repayment.
<u>Support</u>	<ul style="list-style-type: none"> Stifel will develop a financing roadmap that will clearly articulate the required financing milestones to complete the financing(s).
<u>Updates</u>	<ul style="list-style-type: none"> Stifel will provide the financing team regular market updates and any impact to the financing/refinancing numbers.
<u>Credit Analysis</u>	<ul style="list-style-type: none"> If selected, we look forward to analyzing each credit (POBs, TABs, and Other Infrastructure Improvements) in more detail and determining the viability of a bond insurance, which would lead to a lower cost of borrowing (i.e. lower debt service payments). Stifel will prepare a credit package for both the rating agency (most likely Standard & Poor's) and bond insurers (if applicable), participate in any discussions and answer any credit questions and ultimately evaluate and summarize the results to the City.

PHASE 2: Pre-Sale Marketing Plan	
<u>Marketing Plan</u>	<ul style="list-style-type: none"> Our expertise with all the contemplated financing types and market presence grants us valuable knowledge of active investors and their appetite, allowing for a more targeted marketing approach. See responses to E(2) for our marketing strategy.
<u>Investor Outreach</u>	<ul style="list-style-type: none"> We expect to utilize various tools to reach investors, including: <ul style="list-style-type: none"> <i>Drone Videos</i>: Stifel is the only underwriter that regularly uses drone videos to market bonds. <i>Local Marketing</i>: Newspaper ads in local publications (both print and online editions) will be used to publicize the bond sale. Stifel would place ads, at no cost to the City. Other important milestones include engaging discussions with credit analysts, early release of the investor offering document (ideally 2 weeks) and facilitating investor calls.
PHASE 3: Council Approval, Sale and Post-Sale Analysis	
<u>City Council</u>	<ul style="list-style-type: none"> Stifel will assist the City in creating staff reports that summarize the transaction(s) in easily digestible terms. Stifel will be available to help present materials.
<u>Pricing</u>	<ul style="list-style-type: none"> Stifel will keep the City apprised of market conditions and any impact that rate fluctuations may have on the financing(s). On the day of pre-pricing, Stifel will provide pricing comparables, our preliminary pricing scale and cash flows financing team. On the day of pricing, Stifel will provide access to an order monitor screen, allowing the team to view live investor orders. Stifel will provide a financing progression summary, tracking the economics from the onset of the transaction up until pricing.
<u>Closing</u>	<ul style="list-style-type: none"> Stifel will prepare a ‘flow-of-funds’ memorandum, summarizing the transaction (interest rate, order summary, etc.) and detailing the wires necessary to close the transaction.
<u>Post Sale Analysis</u>	<ul style="list-style-type: none"> Stifel will prepare a post-sale book memorializing pricing results, a summary of market conditions leading up to the sale, etc.

E. Work Plan

Present concepts for conducting the work plan and interrelationship of all projects. Define the scope of each task including the depth and scope of analysis or research proposed.

Please see our responses above and below for more detail on the depth and scope of our research and analysis for each of the contemplated financings.

1. Other Financing Opportunities. Provide a summary of the firm’s approach to other financing opportunities...

If selected as underwriter, we look forward to sitting down with the City to learn more about the City’s financing needs and developing a similar strategy as the approaches to each of the contemplated financings detailed below.

2. **Financing/Refinancing Approach.** Provide a summary of the firm's approach to debt financing/refinancing...
 - a. **Structure.** The proposal should include other alternatives explored...
 - b. **Credit Ratings.** Which ratings should the City plan to seek...?
 - c. **Approach to Sale.** Detail the recommended approach...Describe the firm's marketing strategy...

While there are several electric system obligations that have upcoming call dates in 2022, we focus our discussion below on the TABs and POBs (those issues identified in the RFP), both of which have the most meaningful and immediate impact on the City.

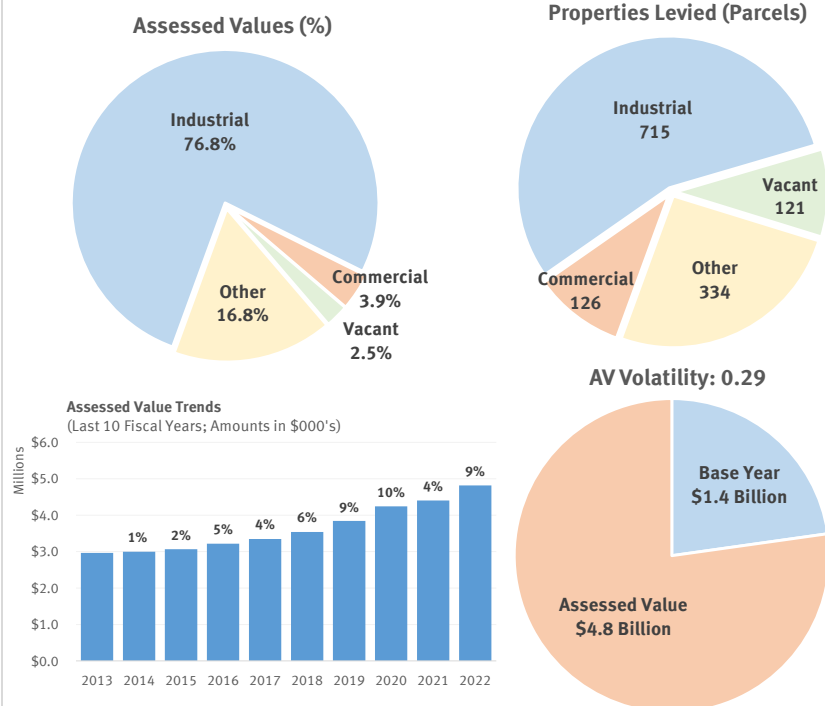
Successor Agency Debt: Tax Allocation Refunding Bonds

Rating Agency Strategy. For an issue of this size (~\$40 million) in today's market, investors will require just one rating with S&P being the preferred agency. In fact, since dissolution of redevelopment agencies in 2011, all but 2 bond issues have carried a single rating from S&P. As such, we recommend that the Successor Agency pursue a single rating from S&P.

Credit Overview. The Successor Agency has two outstanding obligations: the 2005 TABs and 2011 Taxable TABs. At the time of issuance, the 2005 TABs were not assigned a credit rating and the 2011 Taxable TABs were assigned an 'A-' by S&P. Most recently, the 2011 Taxable TABs were upgraded one notch to 'A' in June 2016. At that time, S&P noted as strengths the debt coverage levels (max annual debt coverage of ~2.3x), the closed lien (limit on additional bonds secured by tax increment revenues), and the Vernon's Industrial Project Area's ("Project Area") proximity to downtown Los Angeles. S&P also noted that they could raise the credit rating should the Project Area experience an increase in assessed values ("values" or "AV"), which would lower the volatility ratio (defined below), and increase debt coverage ratios in line with higher rated project areas.

As illustrated to the right, since S&P's review in 2016, values have continued to grow (62% over the last 10 years, or an average of 6% per year), which has caused debt service coverage to grow to well over 4.5x. The volatility ratio (ratio that measures the Project Area's sensitivity to value fluctuations) has declined from 0.44 (2017) to a more moderate 0.29 (current estimate). To help

Industrial Redevelopment Project Area: Select Credit Characteristics



put these metrics and others into context and in order to get a better sense of a rating outcome, we compile metrics of comparable (primarily industrial) project areas in the accompanying chart.

With the exception of a slightly higher concentration of industrial land use (measured by AV), the Project Area demonstrates stronger credit characteristics than

the comparable 'A' rated Commerce credit (lower volatility ratio, less concentration among top taxpayers, and higher maximum annual debt service, or MADS, coverage). Despite having a slightly more concentrated tax base than the higher rated 'A+' South El Monte credit, the Project Area exhibits a lower volatility ratio and higher MADS coverage.

Credit Takeaways. Based on our analysis, we believe that the Project Area deserves an upgrade to 'A+.' When reviewing the credit with S&P, we recommend focusing on:

- **Consistent Growth in Values.** As noted above, values have grown more than 62% since the end of the Great Recession. Not only has the Project Area matched pre-recession levels but have done so in a consistent and healthy manner (i.e. no sharp increases).
- **Improved Coverage Levels.** The increase in values described above as well as the addition of former housing set-aside funds have significantly improved debt service coverage. We estimate that MADS coverage will increase from 3.7x (before the refunding) to 4.1x, much higher than our 'A' (Commerce) and 'A+' (South El Monte) rated examples.
- **Lower AV Volatility Ratio.** Value increases have also led to a lower AV volatility ratio (0.44 based on 2017 values to 0.29 in 2022), signifying less sensitivity to fluctuations in AV. Again, the improved ratio is lower than both of our examples above, further solidifying the argument for a rating upgrade.

Structure Considerations and Recommendations. With a better understanding of the credit, we can now begin to analyze considerations and provide recommendations:

- **Interest Rates and Couponing.** We believe that our proposed tax-exempt and taxable (the 2011 TABs were initially issued as taxable bonds) scales will attract the widest array of

Project Area Credit Comparison (Nearby Industrial-Concentrated Areas)			
Successor Agency	Vernon*	Commerce	South El Monte
County	Los Angeles	Los Angeles	Los Angeles
Per Cap EBI (% of US)	42%	n.a.	46%
Median HHI (% of US)	80%	88%	84%
Project Area	Industrial	All Project Areas	Improvement
Current Rating	TBD (Current 'A')	A	A+
Acreage	2,125	2,537	1,020
Secured Parcels	1,334	2,038	2,399
Total Assessed Value	\$4.8 billion	\$3.2 billion	\$1.9 billion
10-Yr Change in AV	62.4%	34.3%	46.7%
Volatility Ratio	0.29	0.32	0.35
Top Taxpayer (%)	3.0%	7.4%	1.0%
Top 10 (%)	12.9%	30.7%	8.0%
AV Decline-Still 1X1*	50.9%	31.2%	45.0%
Land-Use			
Residential (S/M)	0.0%	5.6%	19.7%
Commercial	3.3%	17.4%	14.3%
Industrial	81.1%	72.2%	63.2%
Other	15.6%	4.8%	2.8%
All-In MADS Coverage*	4.1x	2.4x	3.3x

*How Much Values Could Decline, Still Provide Enough Revenues to Cover Debt (1X Coverage)

*All-In MADS and AV Decline Statistics Incorporate Our Structure Recommendations Below

potential investors, from individual retail to large institutional investors. Provided below, in the following section, is a detailed description of our marketing approach.

TAX-EXEMPT BONDS: Pricing and Structuring Recommendations						TAXABLE BONDS: Pricing and Structuring Recommendations						
Maturity (9/1)	MMD (10-22)	Par (\$000s)	Coupon	Yield	Spread	Maturity (9/1)	UST Ref	UST (10-22)	Par (\$000s)	Coupon	Yield	Spread
2022	0.13%	\$1,285	4.00%	0.18%	+5	2022	2yr	0.48%	\$990	0.43%	0.43%	-5
2023	0.21%	1,390	4.00%	0.26%	+5	2023	2yr	0.48%	925	0.68%	0.68%	+20
2024	0.29%	1,540	4.00%	0.34%	+5	2024	3yr	0.79%	890	1.04%	1.04%	+25
2025	0.44%	1,690	4.00%	0.49%	+5	2025	5yr	1.22%	860	1.37%	1.37%	+15
2026	0.60%	1,715	4.00%	0.65%	+5	2026	5yr	1.22%	970	1.62%	1.62%	+40
2027	0.77%	1,870	4.00%	0.84%	+7	2027	7yr	1.49%	955	1.84%	1.84%	+35
2028	0.94%	2,045	4.00%	1.01%	+7	2028	7yr	1.49%	930	2.04%	2.04%	+55
2029	1.08%	2,220	4.00%	1.18%	+10	2029	10yr	1.66%	920	2.21%	2.21%	+55
2030	1.17%	2,405	4.00%	1.29%	+12	2030	10yr	1.66%	900	2.36%	2.36%	+70
2035 ^T	1.71%	14,980	4.00%	1.71%	+35							

T: Term Bonds

- **Insurance and Surety Reserve Policies.** We reached out to the two active municipal bond insurers (AGM and BAM) in the current market, both of whom expressed interest and provided indicative bids. Both firms provided insurance bids (covering debt service) ranging from 50 to 70 bps and surety reserve (policy covering the reserve fund) bids ranging from 200 to 250 bps. Please note that these bids assume a rating in the 'A' category. Our analysis incorporates the more conservative, higher end of the range.

- **Level vs Upfront Savings.** As an alternative to 'level' annual savings over the next 14 years, the Successor Agency has the ability to structure 'upfront' savings. Based on current market conditions, we estimate that an 'upfront' savings structure can generate roughly \$4.2mm of savings to all affected taxing agencies in years 2023-25, of which an estimated \$500,000 would be allocated to the City. Conversely, under a 'level' savings structure, the City would realize an estimated \$60,000 in annual savings through 2030 and \$17,500 thereafter through maturity in 2035. See the chart above.

Level vs Upfront Savings Consideration		
Savings Structure	LEVEL	UPFRONT
Par Amount	\$39,480,000	\$39,495,000
Borrowing Rate	3.79%	3.77%
NPV Savings (\$)	4,030,930	3,983,219
NPV Savings (%)	10.4%	10.2%
Gross Savings (All Agencies)	4,793,934	4,191,496
Total Savings (City Share*)	574,644	502,478
Annual City Share*		
2023	60,090	333,607
2024	60,193	146,355
2025	60,834	17,317
2026	60,677	528
2027	60,859	612
2028	60,481	856
2029	60,158	644
2030	60,889	992
2031	18,186	18
2032	18,126	558
2033	18,276	108
2034	17,994	474
2035	17,880	408

All Numbers are Based on Market Conditions as of October 22, 2021.

*Estimated 12.0% of Savings; Source: LA County Auditor Controller.

Marketing Approach. Our strategy would be aimed primarily at the following groups:

- **Active Buyers of California TABs.** While there have been a dearth of TAB credits over the past year, leveraging accounts most active in the sector will prove to be valuable to the marketing campaign. For example, firms such as Guggenheim, Breckenridge Capital

Advisors, and Bel Air Investment Advisors, were all very active in the sale of the recent West Hollywood TABs that Stifel priced in July.

- **Individual Retail Investors (Stifel Value-Add).** Achieving the lowest possible borrowing cost will depend on attracting the widest possible investor base, not just focusing on large institutions. On the Lake Elsinore TABs (priced in December 2020), we received \$3.4 million of individual retail orders (34% of the total par amount), scattered throughout most of the maturities.

City (General Fund) Debt: Pension Bonds

Rating Agency Strategy. Since the start of the year, 29 California local government agencies have sold bonds to restructure their unfunded pension liability. The size of these financings have ranged from a low of \$5.6 million to a high of \$425.8 million. All but one of these issues have been sold with a *single* S&P underlying rating. Stifel recommends the same approach for the City’s 2021 POBs. Relative to the other two major municipal bond rating agencies, S&P has the most favorable view of pension obligation bonds, rating them equal to the Issuer Credit Rating (i.e. GO bond rating).

Credit Overview. S&P starts its rating review with a quantitative scoring of seven set factors, each assigned a specific weight. The scoring of “Very Strong” to “Very Weak” is based on established factors along a continuum that is applied similarly across municipalities. Examples include Effective Buying Income as a percent of the U.S. average (*Economy*) and total available cash as a percent of total governmental funds expenditures (*Liquidity*). This results in a “Factor Score Weighted Average” that is associated with an indicative rating. Finally, S&P adjusts that scoring higher or lower to reflect certain qualitative factors. In the table to the right, we have replicated S&P’s model based on FY 2019-20 results and information available for FY 2020-21. We estimate a POB rating of ‘AA-.’ For the proposed financing, Stifel will work with the City to highlight the City’s very strong budgetary flexibility to achieve the best possible rating.

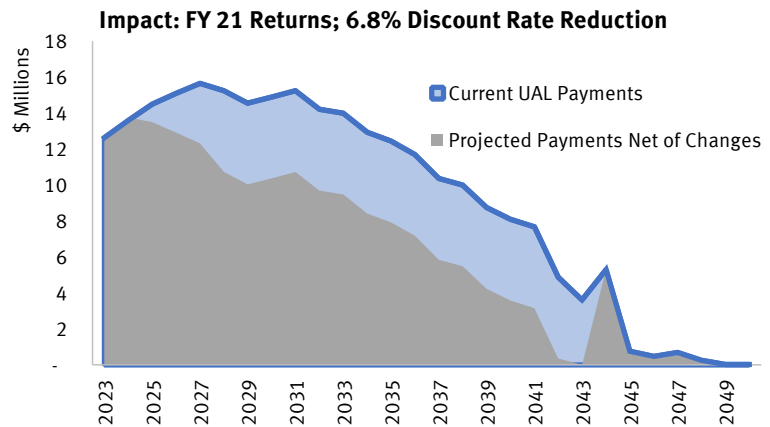
City of Vernon S&P Estimated Ratings						
Factor Score Weighted Average			Key Factors and Weights			
High	Low	Indicative Rating	Factor	Weight	Estimated Score	
1.00	1.64	AAA	Institutional Framework	10%	2.0	
1.65	1.94	AA+	Economy	30%	2.0	
1.95	2.34	AA	Management	20%	3.0	
2.35	2.84	AA-	Liquidity	10%	3.0	
2.85	3.24	A+	Budgetary Flexibility	10%	1.0	
3.25	3.64	A	Budgetary Performance	10%	2.0	
3.65	3.94	A-	Debt & Contingent Liabilities	10%	5.0	
3.95	4.24	BBB+	Estimated Score		2.5	
4.25	4.54	BBB				
4.55	4.74	BBB-	Estimated (ICR) Rating - POB		AA-	

Structure Considerations. There are several considerations for the City as it contemplates issuing the POBs, all of which shape our recommended structure.

- **Market Timing and Reinvestment.** One of the most important inputs to a successful POB restructuring program will be the early CalPERS investment performance –something the City can neither predict nor control. Underperformance on investments, especially in the

first few years post issuance, can exacerbate an issuer's already burdensome debt and pension liability profile. Conversely, early over-performance can create a credit that can mitigate future assumption changes and/or later years of underperformance. The City can only control the timing and amount of its POB issuance.

- FY 2020/21 Credit and Discount Rate Reduction.** CalPERS' most recent publicly available valuation report does not yet reflect returns for FY 2021 (21.1%, net of fees), which will result in a significant credit to the City's pension profile of approximately \$47.5 million. However, the strong FY 2021 performance triggers an automatic reduction to 6.8%, pursuant to CalPERS' Funding Risk Mitigation Policy, which will create new liabilities of approximately \$13.0 million. All together, we expect the strong FY 2021 return to offset the new liabilities from the discount rate reduction, as illustrated in the chart to the right, and which we factor into our sizing recommendation. Because the net credit of approximately \$34.5 million is not factored in to the City's current actuarial report, funding 100% of the current UAL would result in the City being overfunded once the changes take effect. This can be mitigated by funding to an approximate 92% funded ratio based on the current UAL (\$146.8 million); so that once the changes are implemented the City's resulting funded ratio would be fully funded.



- Targeted Base Payoff.** Our recommendation is to refinance roughly 76% of the FY 2022 UAL balances – an amount that, after adjusting for the FY 2021 returns and the reduction in discount rate to 6.8%, will result in the City being ~100% funded. In this scenario, the City will have the discretion to apply proceeds on a pro-rata basis or toward specific bases. Targeting long-term bases (e.g. >20 years) will achieve more overall savings while targeting short-term bases (e.g. <20 years) will provide more budgetary relief. The table on the following page summarizes the savings, based on current market rates, assuming level debt service, matching maturities for the Miscellaneous, the Safety Fire and Safety Police plans (the three plans with the highest UAL.) Note the correlation between the term of the base amortization and the amount of NPV savings. As illustrated below, we highlight several bases that result in the funding of approximately \$112 million of the UAL. These are the most efficient bases to select in order to maximize savings. Stifel will work with the financing team to find the funded ratio and amortization structure that best fits the City's financial goals.

Base by Base Analysis (\$ 000's)														
Miscellaneous Plan					Safety Fire Plan					Safety Police Plan				
Base	Term	FY21 Balance	NPV (\$)	NPV (%)	Base	Term	FY21 Balance	NPV (\$)	NPV (%)	Base	Term	FY21 Balance	NPV (\$)	NPV (%)
20	28	\$1,125	\$597	53.1%	16	26	\$7,953	\$3,723	46.8%	16	26	\$4,984	\$2,333	46.8%
15	26	9,185	4,300	46.8%	14	25	5,206	2,323	44.6%	14	25	3,262	1,456	44.6%
13	25	8,433	3,763	44.6%	9	22	18,216	7,708	42.3%	9	22	11,414	4,829	42.3%
8	22	303	128	42.3%	8	22	189	80	42.3%	8	22	119	50	42.3%
9	22	1,063	450	42.3%	11	23	16,823	6,778	40.3%	11	23	10,541	4,247	40.3%
10	23	19,588	7,892	40.3%	25	20	3,187	1,261	39.6%	25	20	2,060	815	39.6%
24	20	3,951	1,563	39.6%	4	19	4,096	1,469	35.9%	4	19	2,567	920	35.9%
5	20	1,088	413	38.0%	23	19	557	197	35.4%	23	19	349	123	35.4%
4	19	1,047	375	35.9%	24	20	599	201	33.7%	24	20	383	129	33.7%
22	19	1,124	398	35.4%	22	19	3,149	1,007	32.0%	22	19	1,973	631	32.0%
23	20	2,073	698	33.7%	19	18	1,154	360	31.2%	20	18	3,653	1,140	31.2%
21	19	1,474	472	32.0%	20	18	5,830	1,819	31.2%	19	18	723	226	31.2%
19	18	6,419	2,003	31.2%	17	17	3,376	951	28.2%	17	17	2,115	596	28.2%
18	18	1,957	611	31.2%	15	16	2,877	738	25.6%	15	16	1,803	462	25.6%
1	16	3,288	971	29.5%	12	14	8,065	1,744	21.6%	12	14	5,053	1,093	21.6%
16	17	3,283	925	28.2%	10	11	294	57	19.3%	6	11	1,039	201	19.3%
14	16	3,069	787	25.6%	6	11	1,659	321	19.3%	10	11	185	36	19.3%
11	14	6,503	1,406	21.6%	3	9	2,068	318	15.4%	3	9	1,296	199	15.4%
6	11	2,074	401	19.3%	2	5	1,874	144	7.7%	2	5	1,174	90	7.7%
3	9	4,742	729	15.4%	1	15	(1,841)	-	-	1	15	(1,154)	-	-
2	6	4,709	451	9.6%	5	20	(714)	-	-	5	20	(447)	-	-
7	21	(8,344)	-	-	7	21	(7,990)	-	-	7	21	(5,007)	-	-
12	24	(24,358)	-	-	13	24	(12,378)	-	-	13	24	(7,756)	-	-
17	27	(1,379)	-	-	18	27	(3,673)	-	-	18	27	(2,302)	-	-
					21	28	(2,839)	-	-	21	28	(1,779)	-	-

Based on current market rates and a level debt service schedule.

Structuring (and Policy) Recommendations. Our recommendations consider the future changes discussed above while maximizing potential savings and leaving flexibility for future changes from CalPERS discount changes and investment returns.

- **Interest Rates and Couponing.** Our structure contemplates serial bonds through 2036 and one term bond in 2043, as illustrated to the right. The scale reflects no reserve fund (no expected impact to the rating or pricing) and 10-year optional call provision.

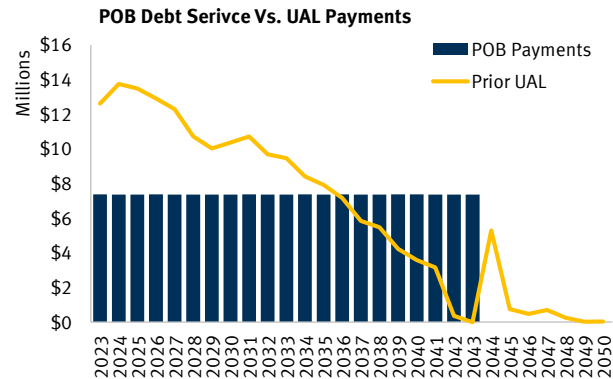
- **Refinance 76% of FY 2022 UAL Balance; Target Long-Term Bases.** We recommend the City target a payoff amount of \$112.1 million, equal to roughly 76% of outstanding liabilities,

resulting in a funded ratio of ~93% based on the current UAL. Please note that this estimated ratio does not account for any non-investment gains or losses (driven by employee retirements, mortality, etc.) - amounts that can be significant. As mentioned above, the FY 2021 credit (even after an assumed discount rate reduction to 6.8%) is expected to reduce the UAL, resulting in a fully funded ratio. With the proceeds, we recommend targeting long-term bases that generate at least 40% NPV savings, as illustrated above.

POBs: Pricing and Structuring Recommendations						
Maturity (6/1)	UST Ref	UST (10-22)	Par (\$000s)	Coupon	Yield	Spread
2023	2yr	0.40%	4,325	0.50%	0.50%	+10
2024	3yr	0.40%	4,345	0.85%	0.85%	+15
2025	5yr	0.70%	4,380	1.26%	1.26%	+10
2026	5yr	1.16%	4,440	1.51%	1.51%	+35
2027	7yr	1.16%	4,505	1.81%	1.81%	+35
2028	7yr	1.46%	4,585	2.06%	2.06%	+60
2029	10yr	1.46%	4,680	2.25%	2.25%	+60
2030	10yr	1.65%	4,785	2.45%	2.45%	+80
2031	10yr	1.65%	4,905	2.60%	2.60%	+95
2032	10yr	1.65%	5,030	2.75%	2.75%	+110
2033	10yr	1.65%	5,170	2.90%	2.90%	+125
2034	10yr	1.65%	5,320	3.05%	3.05%	+140
2035	10yr	1.65%	5,480	3.15%	3.15%	+150
2036	10yr	1.65%	5,655	3.25%	3.25%	+160
2043 ^T	30yr	1.66%	45,240	3.42%	3.42%	+130

T: Term Bonds

- **Level Annual POB Payments with a Shorter Maturity.** We recommend level annual payments with a final POB maturity of 2043, which coincides with the drop off of UAL payments after the changes mentioned above. The quicker repayment schedule results in greater overall savings but increases annual near-term payments.



Another structure that the City may consider is the level-modified structure. This structure sizes level debt service up-front, then drops the payments to coincide with the drop off in UAL payments. While this results in greater overall savings, the payments in the earlier years are much higher. For that reason, we recommend the level structure, which provides greater upfront savings.

- **Adopt Pension Management Policy.** We believe that a pension funding policy is a critical component to the long-term success of a pension financing program. These policies typically provide, among other things, guidelines for additional discretionary payments to CalPERS and guidelines for setting aside savings.
- **Solicit Interest from Bond Insurers.** The final recommendation is to solicit interest from the bond insurer, Build America Mutual (BAM), which comes with an ‘AA’ rating. Stifel pioneered the use of BAM insurance for ‘AA’ category POBs starting with the Chula Vista POBs earlier this year. We have found that there are a small but important set of investors who will purchase POBs with insurance at interest rate spreads 10 basis points lower than the non-insured equivalent. BAM has offered the insurance at a premium that translates into a cost of 5 to 6 basis points on those maturities –meaning that the issuer receives a potential net benefit of 4 to 5 basis points on millions of dollars of debt. It has been no cost and no effort for issuers to seek insurance.

Marketing Approach. As we develop our marketing plan for the POBs, Stifel’s underwriter would leverage their knowledge of investor interest in other recent POBs.

- **Anchor Investors.** The table on the following page highlights 21 institutional investors who played a meaningful role in the five most recent POBs greater than \$60 million. If the 2021 POBs were in the market today, these would be investors that we would actively pursue as anchor investors. The orange and green columns on the right indicate what maturity range these investors typically buy. It’s obviously important to make sure that there are anchors throughout the yield curve.

Two to three weeks prior to the sale, our underwriters and sales professionals communicate with portfolio managers, to make them aware of the impending sale and get their feedback on what structures they need. We can begin tracking the pricing levels where these portfolio managers are buying and trading similar credits, giving us a better understanding of where they will find interest in the 2021 POBs. Once the rating report and preliminary official statement are posted, the conversations shift to the respective credit analysts. Bankers make sure credit analysts' questions are answered so that they can get the credit approved at least two days ahead of the order period.

	Covina	Whittier	Buena Park	Santa Cruz	Corona	First 10 Years	Years 11 to Maturity
Target Anchors for Orders							
American Family Insurance			X			X	X
Bel Air Investment Advisors LLC	X	X	X			X	X
BlackRock					X	X	X
Cantor Fitzgerald	X				X	X	X
Commerce Trust Company			X	X		X	X
Delphi Capital Management	X	X				X	X
First New York Investment Advisors	X	X	X	X	X	X	X
Goldman Sachs Asset Management		X	X	X	X	X	X
JP Morgan		X			X	X	X
Merrill Lynch		X	X			X	X
Nationwide Insurance Group						X	X
Pacific Western Bank					X	X	X
Payden & Rygel					X	X	X
Performance Trust			X		X	X	X
PIMCO		X	X	X		X	X
PT Asset Management					X	X	X
Southern Farm Bureau Ins.	X	X	X			X	X
Spring Lake Asset Management		X	X	X	X	X	X
Standard Insurance	X	X	X	X		X	X
UNUMProvident						X	X
Wells Capital Management -	X	X			X	X	X

- **Book Builders.** The table below identifies 50 additional institutional investors and several municipalities that have shown up on the recent POBs that Stifel has underwritten. These investors' level of interest is smaller and less consistent. However, to the extent that they do have funds to invest, we can use that interest to reach 4x (or higher) subscription on individual maturities of the 2021 POBs. That level of oversubscription tends to enable us to push interest rate spreads 5 or more basis points lower. Not all of these investors participated in each sale but our sales people communicate with these and other buyers regularly to understand which have money to invest on a particular day.

Other Investors That Have Bought Recent POBs			
Investors to Build the Book			
40/86 Advisor Inc	Farmers & Merchants Bank	Mackay Shields	Wasmer Schroeder
AIG Global	Federated Mutual Insurance	Maritime Capital LLC	World Financial
ASA Managers	Fiduciary Trust Co	Mechanics Bank	Municipalities
ASB Capital Mgt	First New York Inv. Advisors	Meeder Public Funds	City of Clovis
Assured Investment Mgt	General Re-New England	Metlife Inc	City of Huntington Bch
Baird Investment Mgt	GenTrust Wealth Mgt	Neuberger	City of Laguna Bch
Belle Haven	Global Atlantic Financial Co.	Norges Bank	City of Lubbock
Bethpage Federal Credit Union	Global Life Insurance	Oppenheimer	City of Mesa
Bluefin Trading	Grand Valley Bank	Ramirez Asset Mgt	City of Pasadena
CL King & Associates	Gurtin Fixed Income Mgt	Robert W. Baird & Co	City of Palo Alto
Colorado Financial Mgt	Gurtin/PIMCO	Searle & Co.	City of Redlands
Country Life Insurance	Hill Country Asset Mgt	Sunflower Bank	Los Angeles County
Country Trust	HSBC Private Bank	Susquehanna	Lower Colorado River Authority
Definitive Capital Mgt	Independent Bank	TCG Advisors LP	San Antonio Water
Eaton Vance	Integrity Fixed Income Mgt	Tolleson Private Wealth	
Ehlers and Associates	Lancer Global Investment	Transmarket Bastion	

All told, going back to late 2019, Stifel has sold California pension financings to over 150 separate institutional investors and public agencies.

- **Retail Investors.** Finally, we would solicit orders from high net worth retail investors who purchase taxable municipal bonds for their retirement funds or for the additional return afforded on an after-tax basis relative to tax-exempt bonds.

F. Fees and Costs

Although an important aspect of consideration, the financial cost estimate will not be the sole justification for

Cheaper Isn't Less Expensive. While fees are an important factor in the selection of an underwriting firm, we note that underwriter's discount is typically less than 1% of the total cost of a financing. *Interest rates are a far, far bigger component of the total cost of borrowing.* Consequently, underwriters' varying abilities to implement an effective marketing plan and distribute bonds to a wide audience of investors, at the most aggressive interest rates possible, will make a far greater impact on the total cost of the financing. By targeting the subsets of investors that have the most demand for a particular credit or structure at the time and coupling that with broad distribution of the bonds including distribution directly to retail investors, Stifel will be able to minimize total interest costs.

Fee Proposal. The table below summarizes our proposed underwriting fees for the contemplated financings assuming sole managed transactions. As requested, we have assumed \$50,000 for underwriter's counsel. Please note that the estimated par amounts are based on our recommended structures detailed on the previous pages.

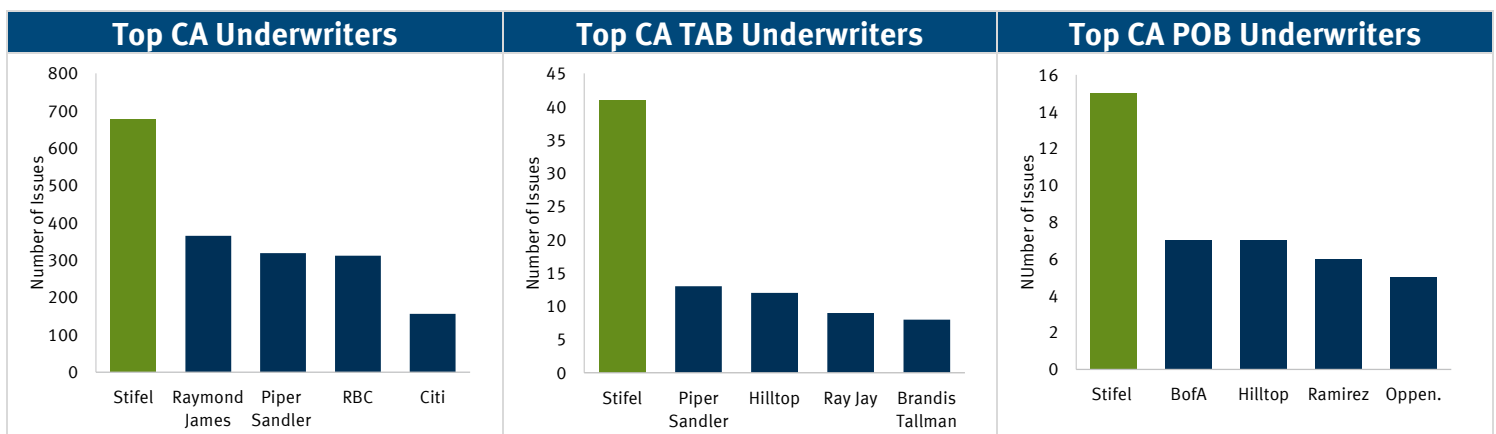
	POBs		TABs	
Par Amount:	\$112,845,000		\$40,000,000	
Spread Details	\$/bond	Amount (\$)	\$/bond	Amount (\$)
Expenses	\$0.62	\$70,000	\$1.55	\$62,000
Average Takedown	2.00	225,690	3.75	150,000
Total Gross Spread	\$2.62	\$295,690	\$5.30	\$212,000
Expense Detail				
Expenses	\$/bond	Amount (\$)	\$/bond	Amount (\$)
Underwriter's Counsel	\$0.44	\$50,000	\$1.25	\$50,000
Continuing Disclosure Report	0.01	700	0.02	700
Out-of-Pocket/Marketing	0.02	2,487	0.02	917
Ipreo Bookrunning System	0.03	3,487	0.03	1,236
Ipreo Tax	0.00	0	0.00	0
Ipreo Wire Fees	0.00	60	0.00	60
Ipreo Order Monitor	0.03	3,385	0.03	1,200
Blue Sky Survey	0.00	500	0.01	500
DTC Setup	0.01	800	0.02	800
CDIAC (CA Only)	0.04	5,000	0.13	5,000
Municipal Advisory Council	0.00	0	0.00	0
CUSIP Numbers	0.01	769	0.01	587
Day Loan	0.02	2,811	0.03	1,000
Total Expenses	\$0.62	\$70,000	\$1.55	\$62,000

G. Ability of the Proposer to Perform

Provide a detailed description of the proposer and qualifications, including names, titles, detailed resumes...

As evidence of the firm's qualifications, please consider the following:

- **#1 California Underwriter.** Stifel is the most active underwriter of California municipal bonds. Since 2018, we have underwritten 676 issues totaling \$18.4 billion in par value, a 24% market share, or nearly 2 times the amount of issues as our closest competitor.
- **#1 Underwriter of California Tax Allocation Bonds.** Since 2018, Stifel has underwritten, as lead or sole manager, 41 tax allocation bonds totaling almost \$890 million in par value. This makes us the number 1 underwriter by both number of issues and par amount and translates to a total market share of 40% by par and 41% by issues.
- **#1 Underwriter of California Pension Financings.** Since 2018, Stifel has underwritten, as lead or sole manager, 15 pension financings totaling almost \$2.4 billion, making us the number one underwriter of pension financings by both number of issues and par. Through the first 9 months of 2021, there have been 27 pension totaling \$3.16 billion in par. Fifteen of these pension financings have come with a total par amount greater than \$60 million. Stifel has participated in 13 of those financings and \$2.69 billion of the par – *or in other words, 48% of issues, 87% of issues greater than \$60 million and 85% of the total par!*



Source: SDC, from 1/1/2018 to 10/1/2021, ranked by number of issues.

Stifel will serve the City with an experienced team of bankers, underwriters, and sales and credit professionals that have decades of experience with California municipal credits.

Banking Team

Thomas Jacob
Managing Director
Role: Primary
Contact and Lead
Banker
(213) 443-5010

Thomas has over 14 years of public financing experience and during his career, he has assisted issuers with the sale of nearly \$10 billion in par value. Most germane to the City, Thomas has extensive post redevelopment agency dissolution and pension financing experience. Since 2018, Thomas has served as lead banker on 14 tax allocation bonds totaling over \$182.6 million in

jacobt@stifel.com

par value and on 9 pension financings totaling over \$1.5 billion in par value, as illustrated in the chart below. Thomas received his BA from UC Santa Cruz and MBA from the USC.

Thomas Experience with TABs and Pension Financings Since 2018					
Tax Allocation Bond Experience Since 2018					
Sale Date	Par Amount	Client	Stifel Role	Rating	Issue
Jul-21	\$19,445,000	West Hollywood	Sole	AA-	2021 TABs
Dec-20	4,555,000	Lake Elsinore	Sole	A	2020 TABs
Dec-20	4,835,000	Lake Elsinore	Sole	A	2020 TABs
Sep-20	32,015,000	Apple Valley	Sole	A	2020 TABs
Aug-20	33,965,000	Fullerton	Sole	A	2020 TABs
Aug-20	10,730,000	Fullerton	Sole	A	2020 TABs
Jun-20	12,875,000	Lake Elsinore	Sole	A+	2020 TABs
Jan-20	11,085,000	Calexico	Sole	A-	2020 TABs
Oct-19	4,050,000	Lake Elsinore	Sole	Placement	2019 TABs
Jan-19	9,260,000	Lake Elsinore	Sole	A+	2019 TABs
Apr-19	3,550,000	Hawaiian Gardens	Sole	AA-	2019 TABs
Apr-19	25,990,000	Hawaiian Gardens	Sole	AA-	2019 TABs
Feb-18	2,350,000	Lake Elsinore	Sole	A	2018 TABs
Feb-18	7,970,000	Lake Elsinore	Sole	A	2018 TABs
Par Value	\$182,675,000	Transactions	14		
Pension Experience Since 2018					
Sale Date	Par Amount	Client	Stifel Role		Issue
Aug-21	\$425,830,000	Santa Ana	Co-Manager	AA	2021 POBs
Aug-21	105,000,000	Buena Park	Sole	AA+	2021 POBs
Mar-21	363,645,000	Huntington Beach	Senior	AA+	2021 POBs
Mar-21	286,485,000	Orange	Senior	AA	2021 POBs
Feb-21	106,335,000	Monterey Park	Co-Manager	AA	2021 POBs
Oct-20	90,000,000	Arcadia	Sole	AAA	2020 POBs
Feb-20	84,195,000	Pasadena	Senior	AAA	2020 POBs
Feb-20	47,610,000	Pasadena	Senior	AAA	2020 POBs
Aug-19	64,420,000	Glendora	Sole	AAA	2019 POBs
Par Value	\$1,573,520,000	Transactions	9		

John Kim
Managing Director
Role: Co-Lead
Banker and
Project Oversight
(213) 443-5023
jkim@stifel.com

John has over 25 years of public financing experience. During his career, he has assisted municipal bond issuers with the sale of nearly \$30 billion in par value. As a member of Stifel's Executive Committee, he will ensure all of the firms resources are available to the City. Like Thomas, John also has extensive post redevelopment agency dissolution and pension financing experience. Since 2018, John has served as lead banker on 8 tax allocation bonds totaling over \$156.6 million in par value and on 12 pension financings totaling over \$1.6 billion in par value. John has been innovative in unique marketing techniques to expand the investor universe for new issues. John received his BA from UC Berkeley.

Jordan Keny-Guyer
Assistant VP
Role: Support
(213) 443-5233
guyerj@stifel.com

Jordan has over 5 years of public finance experience. During his time at Stifel, he has worked on nearly 100 financings totaling nearly \$5 billion in par value, including analysis on nearly every POB the firm has brought in the past 3 years. Jordan received his BA from Colorado College.

Underwriting Team	
Betsy Kiehn Managing Director Role: Head of Municipal Capital Markets (415) 364-2791 bkiehn@stifel.com	Betsy joined Stifel in 2004. Betsy directs the pricing and marketing of tax-exempt and taxable municipal issues underwritten by Stifel making commitments on nearly 200 new issues totaling more than \$5 billion each year. Betsy also manages Stifel's short-term underwriting and variable rate remarketing efforts – a book of 75 issues totaling \$1.3 billion. Betsy received her BS from the University of Vermont.
Ben Stern Managing Director Role: Senior Underwriter (213) 443-5225 bstern@stifel.com	Ben has 24 years of municipal experience and directs the pricing and marketing of tax-exempt and taxable municipal issues underwritten by Stifel. Ben joined Stifel through the acquisition of De La Rosa & Company in 2014 and, since 1990, has participated as an underwriter on more than \$235 billion of municipal financings. Ben received his BA and MBA from UCLA.
Marcus Peters Vice President Role: Underwriter (415) 364-6842 petersm@stifel.com	Marcus joined Stifel in early 2017. His previous experience includes being a municipal credit analyst supporting an \$80 billion municipal bond portfolio as well as a bond insurance underwriter and credit analyst. Marcus received his BA at the University of California at Irvine and MBA from Carnegie Mellon University.

Provided below are three references for which Stifel has provided similar services. A member of our core banking team has served as lead banker for these transactions.

Banking Team References		
<u>Whittier</u> (POBs)  Brian Saeki City Manager bsaeki@cityofwhittier.org (562) 567-9301	<u>Huntington Beach</u> (POBs)  Sunny Rief, CPA, CFE Assistant CFO sunny.rief@surfcity-hb.org (714) 536-5907	<u>Lake Elsinore</u> (TABs)  Jason Simpson City Manager jsimpson@Lake-Elsinore.org (951) 674-3124

H. Affidavit of Non-Collusion

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

Please see **Appendix A** for Stifel's executed "Affidavit of Non-Collusion."

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

and says that he/she is Managing Director

of Stifel

March 2013

January 19, 2022

Carlos R. Fandino Jr.
City Administrator
City of Vernon
4305 S. Santa Fe Ave
Vernon, CA 90058

Re: Underwriter Engagement Relating to Potential Municipal Securities Transaction for the **City of Vernon 2022 Pension Financing**

Dear Carlos:

The City of Vernon (the “Issuer”) and Stifel, Nicolaus & Company, Incorporated (“Stifel”) are entering into this engagement to confirm that they are engaged in discussions related to a potential issue of municipal securities related to the 2022 Pension Financing (the “Issue”) and to formalize Stifel’s role as underwriter with respect to the Issue.

Engagement as Underwriter

The Issuer is aware of the “Municipal Advisor Rule” of the Securities and Exchange Commission (“SEC”) and the underwriter exclusion from the definition of “municipal advisor” for a firm serving as an underwriter for a particular issuance of municipal securities. The Issuer hereby designates Stifel as an underwriter for the Issue. The Issuer expects that Stifel will provide advice to the Issuer on the structure, timing, terms and other matters concerning the Issue.

Limitation of Engagement

It is the Issuer’s intent that Stifel serve as an underwriter for the Issue, subject to satisfying applicable procurement laws or policies, formal approval by City Council, finalizing the structure of the Issue and executing a bond purchase agreement. While the Issuer presently engages Stifel as the underwriter for the Issue, this engagement letter is preliminary, nonbinding and may be terminated at any time by the Issuer, without penalty or liability for any costs incurred by Stifel. Furthermore, this engagement letter does not restrict the Issuer from entering into the Issue with any other underwriters or selecting an underwriting syndicate that does not include Stifel.

Disclosures Required by MSRB Rule G-17 Concerning the Role of the Underwriter

The Issuer confirms and acknowledges the following disclosures, as required to be delivered by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2019-20 (Nov. 8, 2019)¹:

¹ Revised Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective Mar. 31, 2021).

The following G-17 conflict of interest disclosures are broken down into three types, including: 1) dealer-specific conflicts of interest disclosures (if applicable); 2) transaction-specific disclosures (if applicable); and 3) standard disclosures.

1. **Dealer-Specific Conflicts of Interest Disclosures**

Stifel has identified the following additional actual or potential^[1] material conflicts of interest:

Stifel, Nicolaus & Company, Incorporated (Stifel) has entered into an agreement with its affiliate, Vining-Sparks IBG, LLC (the Distributor), that enables the Distributor to distribute certain new issue municipal securities underwritten by or allocated to Stifel, which could include the Bonds, at the original issue price. Under that agreement, Stifel will share with the Distributor a portion of the fee or commission paid to Stifel.

2. **Transaction-Specific Disclosures**

Disclosures Concerning Complex Municipal Securities Financing:

- o Since we have not recommended a “complex municipal securities financing” to the Issuer or Obligor, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

3. **Standard Disclosures**

Disclosures Concerning the Underwriter’s Role:

- o MSRB Rule G-17 requires an underwriter to deal fairly at all times with both issuers and investors.
- o The underwriter’s primary role is to purchase the Bonds with a view to distribution in an arm’s-length commercial transaction with the Issuer. The underwriter has financial and other interests that differ from those of the Issuer.
- o Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- o The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer’s interest in the transaction.
- o The underwriter has a duty to purchase the securities from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the securities to investors at prices that are fair and reasonable.

^[1] When we refer to *potential* material conflicts throughout this letter, we refer to ones that are reasonably likely to mature into *actual* material conflicts during the course of the transaction, which is the standard required by MSRB Rule G-17.

- o The underwriter will review the official statement for the securities, if any, in accordance with, and a part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.²

Disclosures Concerning the Underwriter's Role:

- o The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Sincerely,

Stifel, Nicolaus & Company, Incorporated

By: 
Name: John Kim
Title: Managing Director

By: 
Name: Tom Jacob
Title: Managing Director

Issuer acknowledges the foregoing.

Accepted and Executed

By: _____
Name: Carlos R. Fandino Jr.
Title: City Administrator

Date: _____

² Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriter or placement agent is solely for purposes of satisfying the underwriter's or placement agent's obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

City Council Agenda Item Report

Submitted by: Adriana Ramos
Submitting Department: Public Utilities
Meeting Date: February 15, 2022

SUBJECT

Daggett Solar Power 2 Project Power Sales Agreement

Recommendation:

- A. Find that approval of the proposed action is exempt from California Environmental Quality Act (CEQA) review, because it is an administrative and fiscal activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a “project” as defined by CEQA Guidelines section 15378; with regard to the underlying project and pursuant to the Power Purchase Agreement between SCPPA and Daggett Solar Power 2 LLC, the lead agencies have obtained all CEQA determinations required for the construction, operation, and maintenance of the facility, or such determinations are reasonably expected to be timely obtained; and
- B. Approve and authorize the City Administrator to execute a Power Sales Agreement (PSA) with Southern California Public Power Authority (SCPPA), in substantially the same form as submitted, for the purpose of purchasing 60 megawatts of solar power and 30 megawatts of battery storage with associated green attributes through the Daggett Solar Power 2 Project for a projected annual amount of \$7,100,000 over a 20-year term.

Background:

Vernon Public Utilities (VPU) is responsible for implementing and enforcing a Renewable Portfolio Standard (RPS) for the utility that recognizes the intent of California regulations which encourage utilization of renewable resources, while taking into consideration the effect of the standard on rates, reliability, financial resources, and the goal of environmental improvement. Pursuant to Vernon’s RPS Procurement Plan and Enforcement Program, the City must take action to acquire renewable energy resources to meet the RPS requirement.

VPU is always looking for opportunities to purchase affordable renewable energy to meet RPS regulations while maintaining competitive electric rates for customers. One of the ways VPU learns about and participates in these types of opportunities is through the Southern California Public Power Authority (SCPPA), who serves its Members by creating operational efficiencies and cost savings through joint procurement and financing of projects, value-added services, and providing collaborative advocacy. Most recently, Vernon received information regarding the opportunity to purchase renewable energy from the Daggett Solar Power 2 Project.

Daggett Solar Power 2 Project (Project) is a solar and storage project developed by Clearway Energy Group LLC located in San Bernardino County. It was developed to make 650 megawatts (MW) solar photovoltaic (PV) with battery storage capability of 450 megawatts (MW) through a Battery Energy Storage System (BESS) while interconnecting to the California Independent System Operator (CAISO) System. The Project is currently the largest Solar and Battery project in California, with affordable renewable energy for purchase.

If the City Council approves the Power Sales Agreement (PSA) with SCPPA, the proposed parties for this energy purchase are the cities of Vernon and Cerritos. The term of the PSA is

20 years with fixed prices of \$24.85/MWh for solar power and \$81.60 kW-year for the battery storage. Under these fixed prices, Vernon will purchase 60 MW of solar power and 30 MW of battery storage, for a projected annual amount of \$7,100,000, starting on September 30, 2023, when the Project becomes operational. Although this is a fixed price contract, output from the Project will degrade over time, thereby reducing the annual expense as the actual energy received. In the event, the City of Cerritos decides not to participate in the Project, the City will purchase the additional 5 MW of solar power, for a total of 65 MW, and the additional 3 MW of battery storage, for a total of 33 MW. This will result in an annual cost of \$8,100,000.

This type of agreement provides Vernon the opportunity to purchase affordable renewable energy with similar agencies seeking economies of scale. The PSA will protect the City from market price volatility and generation curtailment risks while enforcing development milestone dates with significant financial penalties. This will be the first battery storage project for the City. Battery storage technology enables the storage of energy from the solar power system or the grid during middle of the day with low energy prices, and the discharge of that energy during peak high price evening hours.

The proposed PSA with SCPPA will allow the City to obtain Portfolio Content Category 1 (PCC1) “bucket one” solar energy and Renewable Energy Credits that meet the RPS compliance requirements for Category 1, as set forth in the California Public Utilities Code, Section 399.16(b)(1)(A), which states, “Consistent with the goals of procuring the least-cost and best-fit electricity products from eligible renewable energy resources that meet project viability principles adopted by the commission pursuant to paragraph (5) of subdivision (a) of Section 399.13 and that provide the benefits set forth in Section 399.11, a balanced portfolio of eligible renewable energy resources shall be procured consisting of Eligible renewable energy resource electricity products that have a first point of interconnection with a California balancing authority.”

Participation in the Project is fully aligned with the City's 2018 Electric Integrated Resource Plan (IRP), which was adopted by City Council on November 20, 2018 after diligent educational outreach to community stakeholders. The IRP is Vernon's 10-year blueprint for ensuring reliable and environmentally-responsible energy, at affordable rates. An RPS goal of 60% by 2030 is VPU's commitment to a sustainable energy future.

The proposed PSA is exempt from competitive bidding and competitive selection pursuant to Vernon Municipal Code Sections 3.32.110 (A)(5) and (B)(1), which exempt contracts with other governmental entities for supplies, equipment or services. SCPPA conducted a competitive selection process and received several proposals, of which, the Daggett Solar Power 2, LLC Project was one of the lowest priced and backed by a reliable developer. The PSA has been reviewed and approved as to form by the City Attorney's Office.

Fiscal Impact:

Funds for the purchase of renewable energy from the Daggett Solar Power 2 Project through the proposed PSA with SCPPA will be budgeted accordingly for Fiscal Year (FY) 2023-2024 (Public Utilities Electric Enterprise Fund) during the annual City budget process and for subsequent years in Account No. 055.9200.500154.

Attachments:

- [1. SCPPA Power Sales Agreement](#)

DAGGETT SOLAR POWER 2 SOLAR PROJECT

**POWER SALES AGREEMENT
BETWEEN**

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

AND

THE CITY OF VERNON

Dated as of February 15, 2022

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DESERT HARVEST OR MAVERICK SOLAR PROJECT

POWER SALES AGREEMENT

1. **PARTIES.** This Daggett Solar Power 2 Project Power Sales Agreement (this “Agreement”), is dated for convenience as of the 15th day of February, 2022, by and between the SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY, a joint powers agency and a public entity organized under the laws of the State of California, hereinafter designated as “SCPPA,” and the CITY OF VERNON, a municipal corporation organized and existing under the laws of the State of California. The CITY OF VERNON is also periodically designated in this Agreement as “Vernon” or as “Purchaser, or, depending upon the context as “SCPPA Participant”. VERNON and SCPPA are also sometimes herein referred to individually as a “Party” and together as the “Parties.”
2. **RECITALS, CONSTRUCTION AND PRELIMINARY MATTERS.** The Recitals set forth herein and the facts, which follow, are incorporated into this Agreement by reference for all purposes. The facts and the circumstances of the Parties contained in the Recitals, among others, represent the background and framework for this Agreement, the aim and purpose of this Agreement and the intendments of the Parties with respect thereto. This Agreement has been reviewed by attorneys for both Parties and shall not be interpreted with reference to the rules of construction providing for construction against a Party responsible for drafting or creating a particular provision or section, but should instead be interpreted in a manner which broadly implements the goals and objectives of the Parties as expressed herein. References to “Sections,” and “Appendices,” shall be to Sections, and Appendices as the case may be, of this Agreement unless otherwise specifically provided. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or given any substantive effect. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use herein of the word “include” or “including”, when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as “without limitation” or “but not limited to” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter. This Agreement is made with reference to the following facts among others:

SCPPA was created pursuant to provisions contained in the Joint Exercise of Powers Act found in Chapter 5 of Division 7 of Title 1 of the Government Code of California, as amended from time to time (the “Act” as defined in Appendix A), by its members, which are municipalities and an irrigation district that supply, among other things, electrical energy in the State of California, for the purpose of jointly and cooperatively undertaking the planning, financing, development, acquisition, construction, improvement, betterment, operation, and maintenance of projects for the generation or transmission of electric energy, including the development and implementation of systems and frameworks for the acquisition and delivery of secure, long-term reliable supplies of renewable electric energy.

Pursuant to the terms of the Act, SCPPA has the power, for the purpose of promoting, maintaining and operating electric generation and transmission, to plan, develop, contract for, finance, acquire, design, undertake, own, construct, manage, operate, maintain and administer projects involving systems, methodologies and programs for the acquisition, supply, procurement and delivery of secure, long-term reliable supplies of renewable electric energy, including solar energy, and to cause such projects to be planned, developed, contracted for, financed, acquired, designed, undertaken, constructed, managed, operated, maintained and administered and to provide by agreement for the performance and carrying out of any such activities.

Vernon is a California municipality that provides electric energy to its citizens through its municipally owned electric power system. Vernon is one of the parties to the SCPPA Joint Powers Agreement.

In pursuit of potential renewable electric resources to address SCPPA member renewable energy needs, SCPPA issued a request for proposals to acquire renewable energy resources and projects with energy storage capability. As a result of the response by Clearway Renew LLC on behalf of its affiliate, Power Purchase Provider, SCPPA and two of its members, Vernon and the City of Cerritos, have identified and investigated the feasibility of a photovoltaic solar energy generation resource and battery energy storage system to be located in San Bernardino County, California. The facility known as the Daggett Solar Power 2 Project is to be developed by Power Purchase Provider.

SCPPA intends to enter into a Power Purchase Agreement with Daggett Solar Power 2, LLC for the purchase of electric output and certain battery energy storage projects from the Daggett Solar Power 2 Project (the "Project", as further defined in Appendix A hereof).

Vernon has a need for a percentage of the Facility Products and has determined to enter into this Agreement with SCPPA for the purpose of meeting such needs.

SCPPA is authorized to exercise the powers vested in SCPPA pursuant to the Act, its Joint Powers Agreement and this Agreement, as agent for Vernon to fully implement Vernon's objectives in the Project as set forth herein.

3. **AGREEMENT.** For and in consideration of the promises and the mutual covenants and agreements hereinafter set forth, and in order to pay SCPPA for Vernon's share of SCPPA's costs with respect to the Project, the Parties agree as herein set forth.
4. **DEFINITIONS.** Appendix A to this Agreement attached hereto and incorporated herein, sets forth definitions of certain terms used in this Agreement. Certain other capitalized terms used herein are defined in the Power Purchase Agreement and shall have the meaning ascribed therein. The terms defined in Appendix A, the Power Purchase Agreement and this Section 4, whether in the singular or plural, unless specifically provided otherwise, when used herein or in the Appendices hereto and initially capitalized, shall have the meaning ascribed thereto in said Appendix A, the Power Purchase Agreement or as set out below:

- 4.1 Agreement. This Agreement, as it may be amended, modified or supplemented from time to time.
- 4.2 Effective Date. The date described in Section 16.1 hereof.
- 4.3 Total Power Costs. Total Power Costs mean all of SCPPA's costs resulting from SCPPA's contracting for, providing for, accommodating, and facilitating the Project, including costs arising under any of the Power Purchase Agreement or other Project Agreements. SCPPA shall apply, as a credit against Total Power Costs, any receipts, revenues and other moneys received by SCPPA from surplus equipment, materials, supplies or assets relating to the Project sold prior to the date of Commercial Operation for the benefit of SCPPA, as well as such other amounts to be applied as a credit against Total Power Costs pursuant to this Agreement. Total Power Costs shall consist of (i) the Delivery Output Cost Component (described in Section 4.3.1), (ii) the Power Purchase Agreement General and Administrative Cost Component (described in Section 4.3.2), (iii) a Supplementary Services Cost Component to the extent SCPPA incurs such costs (described in Section 4.3.3), (iv) a Reserve Fund Cost Component (described in Section 4.3.4), and (v) a Power Purchase Agreement Cost Component (described in Section 4.3.5), and shall include, but not be limited to, the items of cost and expense referred to in the Power Purchase Agreement and this Section 4.3 that are accrued or paid by SCPPA during each Month of each Power Supply Year. In the event any Power Supply Year shall consist of fewer than twelve Months, the fraction set forth in Section 4.3.2 shall be adjusted accordingly and, in the event of any revision of the Annual Budget after the commencement of any Power Supply Year, the amount determined pursuant to Section 4.3.2 shall be appropriately adjusted so that any increase or decrease in the portion of the Annual Budget applicable to Section 4.3.2 shall be evenly apportioned over the remaining Months of such Power Supply Year.
- 4.3.1 The Delivery Output Cost Component of Total Power Costs for each Month shall consist of the costs paid by SCPPA to Power Purchase Provider under the Power Purchase Agreement, as calculated in accordance with the Power Purchase Agreement.
- 4.3.2 The Power Purchase Agreement General and Administrative Cost Component of Total Power Costs for each Month shall consist of the administrative and general costs with respect to the Project, including (i) legal fees, costs relating to litigation (including disbursements and other amounts paid as a result of such litigation), insurance costs (including amounts to fund any self-insurance program), overhead costs, any taxes required to be paid by SCPPA with respect to the Project, (ii) all expenses incurred in enforcing the Power Purchase Agreement and other Project Agreements, and (iii) all costs related to the conducting of the business of SCPPA with respect to the Project, including the applicable portion of salaries, fees for legal, engineering, financial and other services, and costs of the Project Manager, as well as all other costs attributable to miscellaneous and incidental expenses in connection with the administration of the Project, and all other expenses properly related to the conduct of such affairs of SCPPA.

- 4.3.3 The Supplementary Services Cost Component of Total Power Costs for each Month shall consist of all costs incurred by SCPPA, if any, and to the extent not included in Section 4.3.1, in connection with services for transmission, dispatching, scheduling, tagging, firming, balancing, swapping, exchanging or delivering and for otherwise facilitating the disposition, movement, taking, receiving, crediting and accounting for Facility Products provided for under this Agreement. The Supplementary Services Cost Component of the Total Power Costs shall also entail all costs incurred by SCPPA, if any, which are necessary to move or otherwise handle delivery of any portion of Facility Products from the Point of Delivery to one or more specified delivery point(s) as determined by Vernon pursuant to Sections 9.2 and 9.5 and by other SCPPA Participating Members pursuant to the terms of their respective power sales agreement relating to the Project. Absent a request by Vernon for SCPPA to provide Supplementary Services during a Month, no Supplementary Services cost component shall be included in Vernon's Total Power Costs for such Month.
- 4.3.4 The Reserve Fund Cost Component of Total Power Costs for each Month shall consist of the amount for such Month necessary to establish and maintain the Reserve Funds at the level deemed prudent and appropriate by the Board of Directors.
- 4.3.5 The Power Purchase Agreement Cost Component of Total Power Costs for each Month shall consist of: the costs, without duplication, associated with the Power Purchase Agreement, including, to the extent not otherwise included in this Section 4.3, all costs for such Month of SCPPA in connection with its enforcement of the Power Purchase Agreement or the performance required of SCPPA under the Power Purchase Agreement or any Project Agreement and shall include, without duplication, SCPPA's monthly payment of any applicable associated ancillary costs under the Power Purchase Agreement, and any costs SCPPA is required to pay for the Facility Products.

4.4 Monthly Costs. Monthly Costs is defined in accordance with, and calculated pursuant to, Section 7.1 hereof.

5. PURCHASE AND SALE OF FACILITY PRODUCTS AND THE OBLIGATIONS OF SCPPA AND VERNON.

- 5.1 Purchase and Sale of Participant Facility Products Share. In accordance with the terms and conditions of this Agreement, commencing on the earliest of (i) the date SCPPA is obligated to pay any portion of the costs of the Project, (ii) the effective date of the Power Purchase Agreement, or (iii) the date of the first delivery of Energy to Vernon pursuant to this Agreement, and continuing through the term of this Agreement, except as otherwise provided herein, SCPPA shall provide Vernon its Participant Facility Products Share of any and all products, rights, and benefits, whether tangible or intangible, received or obtained by SCPPA with respect to the Project, including without limitation the Facility Products, and Vernon shall be responsible for and pay its Participant Facility Products Cost Share of any and all Total Power Costs associated with the acquisition of its Participant Facility Products Share and such associated

products, rights, and benefits, as applicable, under the Power Purchase Agreement and any other applicable Project Agreement, including purchase or acquisition of any rights pursuant to the Power Purchase Agreement and any other applicable Project Agreement.

- 5.2 Facility Products and Deliverables. SCPPA shall provide and Vernon shall purchase and receive Vernon's Participant Facility Products Share of the Facility Products pursuant to the terms of this Agreement. To the extent permitted by the Power Purchase Agreement, the applicable Project Agreements, or otherwise determined by the Board of Directors, SCPPA will endeavor to take such actions or implement such measures as may be necessary or desirable for the utilization, maintenance or preservation of the rights and interests of Vernon in the Project including, if appropriate, such enforcement actions or other measures as the Board of Directors deems to be in Vernon's best interests. To the extent such services are available and can be implemented in accordance with the Power Purchase Agreement or other applicable Project Agreements, SCPPA shall also provide such other services, as approved by the Board of Directors, as may be deemed necessary to secure the benefits and/or satisfy the obligations associated with the Power Purchase Agreement or other applicable Project Agreements. SCPPA shall use its best efforts, on behalf of Vernon to secure the benefits of the transactions contemplated under the Power Purchase Agreement or other applicable Project Agreements including the delivery of the Facility Products, as applicable, contemplated by this Agreement, and shall endeavor to maintain and secure the rights and benefits accruing to SCPPA through the Power Purchase Agreement and the other applicable Project Agreements.
- 5.3 Project Manager. SCPPA or its designee or designees shall act as Project Manager as provided in this Agreement to administer the Project, or cause the Project to be administered, as provided in this Agreement or pursuant to assignments, instructions or requests by the Coordinating Committee or the Board of Directors, or through any project management or agency agreement, or contracts for services between SCPPA and a third party. Prior to appointment of a Project Manager (other than SCPPA), SCPPA shall consult with the SCPPA Participating Members as to such appointment.
- 5.4 Adoption of Annual Budget. The Annual Budget and any amendments to the Annual Budget shall be prepared and approved in accordance with Sections 5.4.1, 5.4.2 or 5.4.3, respectively.
- 5.4.1 SCPPA will prepare and submit to Vernon a proposed Annual Budget at least sixty (60) Days prior to the beginning of each Power Supply Year. In connection with the preparation of the Annual Budget, SCPPA shall incorporate therein the Operating Budget for such Power Supply Year as prepared by the Project Manager and approved by the Board of Directors. Vernon may then submit to SCPPA, at any time until the Annual Budget is adopted, any matters or suggestions relating to the Annual Budget. SCPPA shall adopt the Annual Budget not less than thirty (30) nor more than sixty (60) Days prior to the beginning of such Power Supply Year and shall cause copies of such adopted Annual Budget to be delivered to Vernon; provided, however, the Annual Budget for the first Power Supply Year shall be prepared,

considered, adopted and delivered in the most practicable manner available prior to Commercial Operation of the Facility.

- 5.4.2 As required from time to time during any Power Supply Year, after seven Days' written notice to Vernon, SCPPA may, pursuant to the foregoing provisions for adopting the Annual Budget, adopt an amended Annual Budget for and applicable to such Power Supply Year for the remainder of such Power Supply Year. The Annual Budget shall establish the basis for monthly Billing Statements to be sent to each SCPPA Participant, as provided in Section 7 hereof.
- 5.4.3 Any adjustment, and any other or further mechanism for adjustment, as may be required to address the variability of costs of operation of the Project at any time during the Power Supply Year or the variability of or addition to any other Annual Budget component, may be incorporated into the Annual Budget as provided above, or by any amendment to an Annual Budget at any time during any Power Supply Year upon the seven (7) Days' written notice to Vernon as set forth in Section 5.4.2.
- 5.5 Reports. SCPPA will prepare and issue to Vernon the following reports as soon as reasonably practicable after the end of each quarter of a Power Supply Year:
 - 5.5.1 Financial and operating statement relating to the Project.
 - 5.5.2 Variance report comparing the costs in the Annual Budget versus actual costs, and the status of other cost-related issues with respect to the Project.
- 5.6 Records and Accounts. SCPPA will keep, or cause to be kept, accurate records and accounts of each of the properties and facilities comprising the Project as well as of the operations relating to the Project, all in a manner similar to accepted accounting methodologies associated with similar projects. All transactions of SCPPA relating to the Project with respect to each Fiscal Year shall be subject to an annual audit. Vernon shall have the right at its own expense to examine and copy the records and accounts referred to above on reasonable notice during regular business hours.
- 5.7 Provide Information. Vernon agrees to supply SCPPA, upon request, with such information, documentation, and certifications as SCPPA shall reasonably determine to be requisite to and necessary or desirable for the administration and ongoing activities of the Project, including information reasonably available to allow SCPPA to respond to requests for such information from any federal, state, or local regulatory body or other authority.
- 5.8 Consultants and Advisors Available. SCPPA shall make available to the Project Manager (if other than SCPPA) and to the SCPPA Participants all consultants and advisors that are retained by SCPPA, and such consultants and advisors shall be authorized to consult with and advise the Project Manager and SCPPA Participants on Project matters.

- 5.9 Liquidated Damages. Any amounts paid to SCPPA as and for Daily Delay Damages, Shortfall Damages, or any other damages owed to SCPPA by the Power Purchase Provider as provided under the Power Purchase Agreement shall be remitted to the SCPPA Participants in accordance with their respective Participant Facility Products Shares.
- 5.10 Grid Charging Energy. Vernon shall be responsible for and shall supply to SCPPA at the Point of Delivery any grid charging energy desired by Vernon to be directed to the BESS in accordance with the Power Purchase Agreement. Vernon shall coordinate, schedule, and do all other things deemed necessary or appropriate, except as otherwise prohibited under this Agreement, to provide for the delivery of such grid charging energy from the grid to the Point of Delivery to enable SCPPA to exercise its rights and obligations in connection with grid charging energy in accordance with the requirements of the Power Purchase Agreement. Notwithstanding anything in this Agreement to the contrary, Vernon shall be obligated to cover any costs and all other liabilities associated with the scheduling, use, or charging of such grid charging energy under the Power Purchase Agreement.

6. COORDINATING COMMITTEE.

6.1 Establishment and Authorization of the Coordinating Committee.

- 6.1.1 The Coordinating Committee is hereby established and duly authorized to act on behalf of the SCPPA Participants as provided in this Section 6 for the purpose of (i) providing coordination among, and information to, the SCPPA Participants and SCPPA, (ii) the administration of the Power Purchase Agreement, (iii) the administration of the Project Agreements, (iv) making any recommendations to the Board of Directors regarding the administration of the Project and any acquisitions related thereto and (v) execution of the Coordinating Committee responsibilities set forth in Section 6.2 hereof, including the various financial, administrative, and technical matters which may arise from time to time in connection with the Project or the administration thereof, and such further developments as may need to be addressed.
- 6.1.2 The Coordinating Committee shall consist of one designated representative from each SCPPA Participant and a non-voting representative from SCPPA. Each of the SCPPA Participants shall be entitled to cast a vote equal to its Participant Facility Products Cost Share as set forth in Appendix B hereof. Within thirty (30) Days after SCPPA has entered into this Agreement, Vernon shall provide notice to SCPPA and each other SCPPA Participant of its representative on the Coordinating Committee. An alternate representative may be appointed by similar written notice. The alternative representative so appointed may act on the Coordinating Committee, or on any subcommittee established by the Coordinating Committee, in the absence of such SCPPA Participant's primary designated representative. An alternate representative may attend all meetings of the Coordinating Committee but may vote only if the representative for whom she/he serves as alternate is absent. Vernon shall promptly give written notice concurrently to each other SCPPA Participant and SCPPA of any change in the designation of its representative or alternative

representative on the Coordinating Committee or any subcommittee. SCPPA shall promptly give written notice to Vernon and each other SCPPA Participant of any changes in the designation of its representative on the Coordinating Committee or any subcommittee.

- 6.1.3 No representative of any of the SCPPA Participants shall exercise any greater authority than permitted for the SCPPA Participant which she/he represents.
- 6.1.4 The chairperson of SCPPA shall promptly call a meeting of the Coordinating Committee at the request of any representative in a manner and to the extent permitted by law.
- 6.1.5 For the purpose of conducting meetings, a quorum shall exist so long as SCPPA's representative and the representatives of the SCPPA Participants holding not less than eighty percent (80%) of the total Participant Facility Products Cost Shares shall be present.
- 6.1.6 Except as may otherwise be provided in an agreement to which all of the SCPPA Participants agree, all actions taken by the Coordinating Committee shall require an affirmative vote of SCPPA Participants having Participant Facility Products Cost Shares aggregating at least eighty percent (80%) of the total Participant Facility Products Cost Shares. Unless the Board of Directors shall otherwise determine to require a majority vote pursuant to the terms of the Joint Powers Agreement, all actions with respect to the Project taken by the SCPPA Board of Directors shall require an affirmative vote of at least eighty percent (80%) of the Project Votes (as defined in SCPPA's Joint Powers Agreement, dated as of November 1, 1980, as amended from time to time) cast thereon. Notwithstanding the foregoing, however, if a proposed action before the Coordinating Committee or the Board of Directors relates solely to the interests of a single SCPPA Participant (other than Vernon) and Vernon determines, in good faith, that such proposed action will not adversely affect, economically or otherwise, its interests, then Vernon agrees that it shall not unreasonably withhold its affirmative vote with respect to such proposed action.
- 6.1.7 Vernon acknowledges and agrees that SCPPA, through the Coordinating Committee or the Board of Directors, as applicable, may from time to time enter into Project Agreements or amendments of and supplements to the applicable Project Agreements (in accordance with their respective terms) and that, except as provided herein or as otherwise provided by resolution of the Board of Directors, SCPPA will not be required to obtain the consent or approval of Vernon in connection with any such Project Agreement or supplement or amendment, provided that any such amendment shall be approved by the Coordinating Committee or the Board of Directors in the manner provided by this Agreement.
- 6.1.8 Conducting of Coordinating Committee meetings and actions taken by the Coordinating Committee may be taken by vote given in an assembled meeting or by telephone, video conferencing, telegraph, telex, letter, e-mail or by any

combination thereof, to the extent permitted by law, any such action taken shall be recorded in the minutes or other written records for the Coordinating Committee meetings.

6.2 Coordinating Committee Responsibilities. In addition to those responsibilities enumerated in Section 6.1, the Coordinating Committee shall have the following responsibilities:

- 6.2.1 Provide liaison between SCPPA and the SCPPA Participants at the management or other levels with respect to the ongoing administration of the Project and maintain a liaison between the SCPPA Participants and all other SCPPA members with respect to the Project, and where the Coordinating Committee deems it appropriate, maintain a liaison with the counterparties to any Project Agreements and with any other entities or utilities engaged in or in connection with other renewable energy projects.
- 6.2.2 Exercise general supervision over any subcommittee established pursuant to Section 6.5.
- 6.2.3 Review, develop, discuss, and, if appropriate, recommend, modify or approve all budgets and revisions thereof prepared and submitted by SCPPA or the Project Manager at the request of the Coordinating Committee.
- 6.2.4 Review, develop, discuss, and, if appropriate, modify, approve or otherwise act upon any systems or procedures for adjustment of the Annual Budget or any alternative methodologies for budgeting or billing as set forth in Section 5 and Section 7 of this Agreement.
- 6.2.5 Carry out all other actions reposed in the Coordinating Committee with respect to budgeting and billing as set forth in Section 5 and Section 7 of this Agreement.
- 6.2.6 Review, discuss and attempt to resolve any disputes among the SCPPA Participants or the parties to any Project Agreements including, without limitation, the Power Purchase Provider, the counterparty under the Power Purchase Agreement or any other counterparty with respect to any Project Agreement.
- 6.2.7 Make recommendations to the Project Manager, the Board of Directors or to the counterparties to any of the Project Agreements, as appropriate, with respect to the ongoing administration of the Project.
- 6.2.8 Review, develop, and if appropriate, modify and approve rules, procedures, and protocols for the administration of the Project or Project Agreements, including rules, procedures, and protocols for the management of the costs of the scheduling, handling, tagging, dispatching, and crediting of Facility Products and the handling and crediting of Environmental Attributes associated with the Project.

- 6.2.9 Review, and, if appropriate, modify, approve or otherwise act upon the form or content of any written statistical, administrative, or operational reports, solar energy related data, electric generation information, solar energy production data, battery storage performance data, technical information, facility reliability data, transmission information, forecasting, scheduling, dispatching, tagging, parking, exchanging, balancing, movement, or other delivery information, climate and weather related matters, regulatory matters or requirements, and other information and other similar records or matters pertaining to the Project which are furnished to the Coordinating Committee by the Project Manager as requested by the Coordinating Committee, or by the counterparties to Project Agreements, experts, consultants or others.
- 6.2.10 Review, and, if appropriate, modify, approve, or otherwise act upon, practices and procedures as formulated by the Project Manager as requested by the Coordinating Committee or, if applicable, the counterparty to any Project Agreement, to be followed by the SCPPA Participants for, among other things, the production, scheduling, tagging, transmission, delivery, balancing, exchanging, crediting, tracking, monitoring, remarketing, sale or disposition of Facility Products, including the control and use of the BESS, and the supply, scheduling and use of grid charging energy. For avoidance of doubt, upon SCPPA's delivery and sale of Facility Products to Vernon at the Point of Delivery, Vernon shall have full unilateral rights to remarket, sell or otherwise dispose of such Facility Products.
- 6.2.11 Review, modify and approve, if appropriate, any activities with respect to the performance of any Project Agreement, including policies for selection and utilization of contractors and consultants included in the budgets with respect to the Project. In approving such activities, consideration may be given, if possible, to each SCPPA Participant's electric power system conditions, which may prevail during such planned activities.
- 6.2.12 Review, and, if appropriate, recommend, modify, approve or otherwise act with respect to the exercise of SCPPA's rights under the Power Purchase Agreement or review, recommend, approve or otherwise act with respect to the procurement of resources in connection with the Power Purchase Agreement.
- 6.2.13 Review, modify, approve or otherwise act upon any proposed change, extension or modification of any date set forth in Appendix I of the Power Purchase Agreement of the milestone schedule or to any Milestone under the Power Purchase Agreement as the Coordinating Committee shall deem to be desirable, appropriate or otherwise in SCPPA's interest. The Coordinating Committee may impose such other terms, conditions or qualifications upon any such action as the Coordinating Committee shall deem appropriate.
- 6.2.14 Review and act upon any present, potential or possible future anticipated failure to deliver Guaranteed Delivered Energy under the Power Purchase Agreement in such manner as the Coordinating Committee shall deem appropriate.

- 6.2.15 Review, and if appropriate, recommend, modify or approve practices and procedures formulated by the Project Manager, as requested by the Coordinating Committee, or by any counterparty to any Project Agreements giving due recognition to the needs, rights and electric system requirements and capabilities of all SCPPA Participants.
- 6.2.16 Review and act upon any matters involving any of the Power Purchase Agreement, any guarantee or letter of credit delivered to or for the benefit of SCPPA by the Power Purchase Provider or any other counterparty to any Project Agreement in connection with the Project, and take such actions or make such recommendations as may be appropriate or desirable in connection therewith.
- 6.2.17 Review, modify or approve recommendations of the Project Manager or counterparties made pursuant to the provisions of any Project Agreement.
- 6.2.18 Review, modify and where appropriate, recommend or approve the implementation of metering technologies and methodologies appropriate for the delivery, accounting for, transferring and crediting of the Facility Products to the Point of Delivery or to other points or destinations, as applicable, directly or through the BESS.
- 6.2.19 Review, modify and where appropriate, recommend or approve all Consent Agreements.
- 6.2.20 Review, examine modify and where appropriate, recommend or approve the implementation of methods for addressing curtailments or other interruptions having a tendency to cause Deemed Generated Energy.
- 6.2.21 Review, modify and where appropriate, recommend or approve the implementation of practices and procedures to implement the provisions of Section 9 herein, as may be applicable with respect to any of the SCPPA Participants, provided, that such action shall require the affirmative vote of Vernon's representative if such adjustment would change Vernon's Participant Facility Products Share, Vernon's Participant Facility Products Cost Share and the associated SCPPA capacity amounts.
- 6.2.22 Review and approve adjustments to the Participant Facility Products Shares and the Participant Facility Products Cost Shares set forth in Appendix B when and as required by this Agreement; provided, that such resolution shall require the affirmative vote of Vernon's representative if such adjustment would change its Participant Facility Products Share and its Participant Facility Products Cost Share.
- 6.2.23 Perform such other functions and duties as may be provided for under this Agreement, the Power Purchase Agreement, or any other applicable Project Agreement or as may otherwise be appropriate or beneficial to the Project.

- 6.3 Management Decisions and the Role of Board of Directors. To the extent not provided for under this Agreement, the rights and obligations of SCPPA under the Project Agreements shall be subject to the ultimate control at all times of the Board of Directors. Vernon shall be entitled to participate in the decisions of the Board of Directors with respect to SCPPA's rights and interests with respect to the Project as provided in this Section 6.3, provided that Vernon shall disqualify its right to participate upon assuming the status of a Defaulting Purchaser as provided in Section 11 of this Agreement. SCPPA, through the Board of Directors shall have, in addition to the duties and responsibilities set forth elsewhere in this Agreement, the following duties and responsibilities, among others:
- 6.3.1 Dispute Resolution. The Board of Directors shall endeavor to review, discuss and attempt to resolve any disputes among SCPPA, the SCPPA Participants and the counterparties under the Project Agreements relating to the Project, the operation and management of the Facility, and SCPPA's rights and interests with respect to the Facility.
- 6.3.2 Scheduling Procedures. When recommended by the Project Manager, or when otherwise appropriate, the Board of Directors shall act upon and approve or modify the practices and procedures to be followed by the SCPPA Participants for scheduling, delivering, controlling and allocating the Facility Products and the use and control of the BESS.
- 6.3.3 Project Agreements. The Board of Directors shall have the authority to approve the Project Agreements, including agreements for scheduling coordinator services, if any, and to review, modify, and approve, as appropriate, all amendments, modifications and supplements to the Project Agreements.
- 6.3.4 Budgeting. The Board of Directors shall review, modify, and approve each Annual Budget and the revisions thereto in accordance with Section 5.4 of this Agreement.
- 6.3.5 Application of Certain Payments Under the Power Purchase Agreement. The Board of Directors shall review, modify, and approve recommendations of the Project Manager as to the application of any payments or amounts received by SCPPA from any source or as a result of a Default by the Power Purchase Provider under the Power Purchase Agreement or other non-compliance with the Power Purchase Agreement as provided therein; provided that such payments and amounts shall be applied to one or more of the purposes set forth in Section 4.3 to the credit of Vernon and the other SCPPA Participants in proportion to their respective Participant Facility Products Cost Share.
- 6.3.6 Other Matters. The Board of Directors is authorized to perform such other functions and duties, including oversight of those matters and responsibilities addressed by the Project Manager, as may be provided for under this Agreement and under the other Project Agreements, or as may otherwise be appropriate.

- 6.4 Periodic Audits. The Board of Directors or the Coordinating Committee may arrange for the annual audit under Section 5.6 of this Agreement by certified accountants, selected by SCPPA and experienced in electric generation or electric utility accounting, of the books and accounting records of SCPPA, and where deemed appropriate the Project Manager (if other than SCPPA), the Power Purchase Provider (to the extent provided under the Power Purchase Agreement) and any other counterparty under any Project Agreement to the extent allowable, and any cost reimbursable to a consultant or contractor relevant to the administration of the Project, and such audit shall be completed and submitted to SCPPA as soon as reasonably practicable after the close of the Fiscal Year. SCPPA shall promptly furnish to Vernon copies of all audits. No more frequently than once every calendar year, Vernon may, at its sole cost and expense, audit or cause to be audited the books and cost records of SCPPA, the Project Manager (if other than SCPPA), the counterparty under any Project Agreement to the extent so provided in the applicable Project Agreement, and any cost reimbursable to a consultant or contractor relevant to the administration of the Project.
- 6.5 Additional Committees. The Board of Directors may establish as needed subcommittees including, but not limited to, auditing, legal, financial, engineering, mechanical, weather, diurnal, barometric, meteorological, operating, insurance, governmental relations, environmental and public information subcommittees. The authority, membership, and duties of any subcommittee shall be established by the Board of Directors; provided, however, such authority, membership or duties shall not conflict with the provisions of any of the Project Agreements.
- 6.6 Costs of Consultants. Costs (or the applicable portion thereof) of consultants and others employed or appointed by the Board of Directors or the Coordinating Committee to perform the duties required hereunder shall be included in Total Power Costs, as appropriate, and shall be billed to SCPPA or the Project Manager (if other than SCPPA).
- 6.7 Participating Member Representative Expenses. Any expenses incurred by any representative of any Participating Member or group of Participating Members serving on the Coordinating Committee or any other committee in connection with his/her duties on such committee shall be the responsibility of the Participating Member which he/she represents and shall not be an expense payable under this Agreement.

7. CHARGES AND BILLINGS.

- 7.1 Monthly Costs. The amount of monthly costs which shall be paid by Vernon to SCPPA for a particular Month ("Monthly Costs") shall be the sum of the following, as applicable, subject to any adjustments as provided in Section 12 hereof:
- 7.1.1 Vernon's Participant Facility Products Cost Share multiplied by the Delivery Output Cost Component of Total Power Costs (as provided in Section 4.3.1) for such Month.
- 7.1.2 Vernon's Participant Facility Products Cost Share multiplied by the Power Purchase Agreement General and Administrative Cost Component of Total Power Costs (as provided in Section 4.3.2 hereof) for such Month.

- 7.1.3 Vernon's share of the Supplementary Services Cost Component of Total Power Costs (as provided in Section 4.3.3 hereof) based on Vernon's allocated share of any such services procured by SCPPA on behalf of Vernon for such Month.
- 7.1.4 Vernon's Participant Facility Products Cost Share multiplied by the Reserve Fund Cost Component of Total Power Costs (as provided in Section 4.3.4 hereof) for such Month.
- 7.1.5 Vernon's Participant Facility Products Cost Share multiplied by the Power Purchase Agreement Cost Component of Total Power Costs (as provided in Section 4.3.5 hereof) for such Month.
- 7.2 Billing Statement. By the fifth Day of each Month during each Power Supply Year, SCPPA shall bill Vernon for the amount of Monthly Costs to be paid by Vernon for the current Month by providing Vernon with a Billing Statement in accordance with the charges established pursuant to the provisions of this Agreement; provided, however, that such Billing Statement, with respect to the cost of Facility Products provided by SCPPA to Vernon under this Agreement, shall also include with respect to the performance by SCPPA or the counterparty under and pursuant to applicable Project Agreements, any charge or credit to Vernon with respect to the costs or revenues attributable to Vernon pursuant to and under any applicable Project Agreement. Such Billing Statement shall detail the costs described in Section 7.1 hereof and shall set forth, among other things, the amounts due for such Month by Vernon with respect to the items of Monthly Costs set forth in Section 7.1, as such Monthly Costs may be adjusted from time to time in accordance with Section 5 and this Section 7. Such Billing Statement shall be paid by Vernon on or before twenty (20) Days after receipt of such Billing Statement.
- 7.3 Adoption of Alternative Billing Statement Procedures. The Coordinating Committee may recommend the adoption of an alternative Billing Statement billing methodology in connection with each SCPPA Participant's Billing Statement with respect to the Total Power Costs and the costs associated with any Project Agreement. Such alternative Billing Statement procedures may be placed into effect with the approval of the same by resolution of the Board of Directors. Any such alternative Billing Statement billing methodology shall be fiscally prudent, financially sound and shall assure coverage of all potential and actual costs and obligations of SCPPA.
- 7.4 Disputed Monthly Billing Statement. In case any portion of any Billing Statement received by Vernon from SCPPA shall be in bona fide dispute, Vernon shall pay SCPPA the full amount of such Billing Statement and, upon determination of the correct amount, the difference between such correct amount and such full amount, if any, including interest at the rate received by SCPPA on any overpayment, will be credited to Vernon by SCPPA after such determination; provided, however, that such interest shall not accrue on any overpayment that is acknowledged by SCPPA and returned to Vernon by the fifth Day following the receipt by SCPPA of the disputed overpayment. In the event such Billing Statement is in dispute, SCPPA will give consideration to such dispute and will advise Vernon with regard to SCPPA's position relative thereto within thirty (30) Days following receipt of written notification by Vernon of such dispute.

- 7.5 Reconciliation of Monthly Costs. As soon as practicable after the end of each Power Supply Year, or more frequently if so determined by the Board of Directors, SCPPA will submit to Vernon and each of the other SCPPA Participants a detailed statement of the actual aggregate Monthly Costs and other amounts payable hereunder, including any credits thereto, for all of the Months of such Power Supply Year, and the adjustments of the aggregate Monthly Costs and other amounts payable hereunder, if any, for any prior Power Supply Year, based on the annual audit of accounts provided for in Section 5.6. If, on the basis of the statement submitted as provided in this Section 7.5, the actual aggregate Monthly Costs and other amounts payable by Vernon for any Power Supply Year exceed the amount thereof which Vernon has been billed, Vernon shall pay SCPPA, within twenty (20) Days after receipt of SCPPA's invoice, the amount to which SCPPA is entitled. If, on the basis of the statement submitted pursuant to this Section 7.5, the actual aggregate Monthly Costs or other amounts payable by Vernon for any Power Supply Year are less than the amount therefor which Vernon has been billed, SCPPA shall, unless otherwise directed by Vernon with respect to moneys owed to it, credit such excess against Vernon's next monthly Billing Statement.
- 7.6 Other or Additional Cost Reconciliation Mechanisms. The Board of Directors may, by resolution, authorize or prescribe other billing, payment, costing and cost reconciliation mechanisms to address such billing, payment, costing and cost reconciliation issues as may from time to time arise with respect to the Project.
- 7.7 Prepayment of Monthly Costs. Vernon may, at any time, pay moneys to SCPPA or utilize any credits due or amounts owed by SCPPA to Vernon with respect to the Project for the purpose of prepaying its monthly Billing Statement. Such moneys and amounts owed by SCPPA under any Project Agreement shall be deposited into an account established by, or at the direction of, SCPPA. Consistent with SCPPA's investment policy, moneys in such account shall be invested pursuant to instructions provided to SCPPA by Vernon and all investment income shall be credited to such account. Payment of the amount of any monthly Billing Statement or Default Invoice shall be made from moneys available in such account to the extent set forth in written directions from Vernon to SCPPA received at least five business days prior to the due date of such payment. Any credit or prepayment with respect to its monthly Billing Statement shall not relieve or reduce Vernon's other obligations under this Agreement.

8. UNCONDITIONAL PAYMENT OBLIGATIONS; RATE COVENANT; AUTHORIZATIONS; CONFLICTS; LITIGATION.

- 8.1 Unconditional Payment Obligation. Beginning with the earliest of (i) the date SCPPA incurs or becomes obligated to pay any portion of the costs of the Project, (ii) the effective date of any Project, or (iii) the date of the first delivery of Facility Products to Vernon and continuing through the term of this Agreement, Vernon shall pay SCPPA the amounts of Monthly Costs set forth in the Billing Statements submitted by or on behalf of SCPPA to Vernon in accordance with the provisions of Section 7 hereof and, without duplication, any amount set forth in any Default Invoice received by Vernon as a result of the operation of Section 11 hereof, whether or not this Agreement has been terminated, or the Project or any part thereof has been completed, is functioning, producing, operating or operable or its output is suspended, interrupted,

interfered with, reduced or curtailed or terminated in whole or in part, and such payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.

- 8.2 Source of Payments. Vernon hereby represents and warrants that the obligations of Vernon to make the payments to SCPPA under this Agreement shall constitute a cost of purchased power and an operating expense of Vernon payable solely from its electric power revenue fund, including any and all legally available electric power system reserves. Vernon will annually in each and every fiscal year of Vernon during the term of this Agreement include in its electric power system budget, whether or not any other items are included, an appropriation from the revenues of its electric power system (including moneys derived from sales to third parties) sufficient to satisfy all the payments required to be made in such year under this Agreement until all payments required under this Agreement have been paid in full.
- 8.3 Rate Covenant. Vernon will establish, maintain and collect rates and charges for the electric power service of its electric power system each year so as to provide revenues sufficient, together with any legally available electric power system reserves, to enable Vernon to pay to SCPPA all amounts payable when due under this Agreement and to pay all other amounts payable from, and all lawful charges against or liens on, the revenues of its electric power system.
- 8.4 Authorizations. Vernon hereby represents and warrants that no order, approval, consent or authorization of any governmental or public agency, authority or person, is required on the part of Vernon for the execution and delivery by Vernon of this Agreement, or the performance by Vernon of its obligations under this Agreement except for such as have been obtained.
- 8.5 Conflicts. Vernon represents and warrants to SCPPA as of the Effective Date that, to Vernon's knowledge, the execution and delivery of this Agreement by Vernon, and Vernon's performance thereunder, will not constitute a default under any agreement or instrument to which it is a party, or any order, judgment, decree or ruling of any court that is binding on Vernon, or a violation of any applicable law of any governmental authority, which default or violation would have a material adverse effect on the financial condition of Vernon's electric power revenue fund.
- 8.6 Litigation. Vernon represents and warrants to SCPPA as of the Effective Date that, to Vernon's knowledge, except as disclosed, there are no actions, suits or proceedings pending against Vernon (service of process on Vernon having been made) in any court that questions the validity of the authorization, execution or delivery by Vernon of this Agreement, or the enforceability as to Vernon of this Agreement.

9. OTHER TERMS AND SERVICES.

- 9.1 Delivery Procedures. Prior to the time at which any Energy is to be delivered to Vernon from the Facility, to the extent applicable, Vernon shall schedule and be obligated to take delivery of Energy to be delivered under this Agreement. The Facility Products generated and produced from the Project (directly or through the BESS) shall

be scheduled and delivered at the Point of Delivery under the practices and procedures approved pursuant to Section 6.2, as applicable, all in accordance with the Power Purchase Agreement.

- 9.2 Other Services and Transmission From Point of Delivery. It is the obligation of Vernon to receive its Participant Facility Products Share from SCPPA all in accordance with the Power Purchase Agreement. However, to the extent specified by Vernon, and to the extent practicable for SCPPA to do so, SCPPA shall assist in arranging for Supplementary Services and for such additional transmission, interconnection arrangements, energy management, firming, shaping, swaps, exchanges or other services associated with the transmission, use or disposition of Facility Products to be utilized by Vernon and to provide for delivery, accounting for, transferring and crediting the ownership and transfer of such Facility Products from the Point of Delivery to any other points or destinations, as determined by Vernon.
- 9.3 Energy Services. Except as otherwise provided in this Agreement, nothing herein shall prevent or restrict Vernon from providing for its own transmission, energy management services, firming, balancing, or exchanging services or otherwise using or dispatching its Energy under this Agreement; provided, however, that such services, use or activities shall not affect any of the obligations of Vernon under this Agreement.
- 9.4 [Reserved.]
- 9.5 [Reserved.]
- 9.6 Transfer of Environmental Attributes to Vernon. SCPPA shall transfer all Environmental Attributes received by SCPPA under the Power Purchase Agreement to Vernon in the same manner by which SCPPA receives Environmental Attributes.

10. PROJECT SPECIFIC MATTERS AND VERNON RIGHTS AND OBLIGATIONS UNDER PROJECT AGREEMENTS.

- 10.1 Rights and Obligations under the Project Agreements. Notwithstanding anything to the contrary contained herein: (i) the obligation of SCPPA to deliver to Vernon its Participant Facility Products Share during the term of this Agreement is limited to the Facility Products which SCPPA receives from the Power Purchase Provider for redelivery to Vernon hereunder during such time; (ii) the obligation of SCPPA to pay any amount to Vernon hereunder or to give credits against amounts due from Vernon hereunder is limited to amounts SCPPA receives in connection with the transaction to which the payment or credit relates (or is otherwise available to SCPPA in connection with this Agreement for which such payment or credit relates); (iii) any purchase costs, operating costs, energy costs (including any costs related to grid charging energy), capacity costs, BESS costs, environmental attribute costs, transmission costs, tax costs, insurance costs, indemnifications, other costs or other charges for which SCPPA is responsible under the Project Agreements shall be considered purchase costs, operating costs, energy costs (including any costs related to grid charging energy), capacity costs, BESS costs, environmental attribute costs, transmission costs, tax costs, insurance costs, indemnifications, other costs or other charges incurred by SCPPA and payable by Vernon as provided in this Agreement; and (iv) any Force Majeure under the Power

Purchase Agreement or other event of force majeure affecting the delivery of Energy pursuant to applicable provisions of the Project Agreements shall be considered an event caused by Uncontrollable Forces affecting SCPPA with respect to the delivery of Facility Products hereunder and SCPPA forwarding to Vernon notices and information from the Power Purchase Provider concerning an event of Force Majeure upon receipt thereof shall be sufficient to constitute a notice that Uncontrollable Forces have occurred pursuant to Section 12.2 of this Agreement. Any net proceeds received by SCPPA from the sale of Guaranteed Delivered Energy by the Power Purchase Provider to any third-party purchaser as a result of a Force Majeure event or failure by SCPPA to accept delivery of Energy pursuant to the Power Purchase Agreement shall be remitted by SCPPA to Vernon in accordance with its Participant Facility Products Cost Share.

- 10.2 Revision of Appendix B. The Parties agree that adjustments of the Participant Facility Products Shares and Participant Facility Products Cost Shares in Appendix B in compliance with this Agreement shall be made and treated as an element of administration and not an amendment of this Agreement. The revised Appendix B shall become Appendix B to this Agreement in replacement of the prior Appendix B hereof.

11. NONPERFORMANCE AND PAYMENT DEFAULT.

- 11.1 Nonperformance by Vernon. If Vernon shall fail to perform any covenant, agreement or obligation under this Agreement or shall cause SCPPA to be in default with respect to any undertaking entered into for the Project or to be in default under the Power Purchase Agreement, or any other Project Agreement, as applicable, or cause a default to occur pursuant to such agreements, SCPPA may, in the event the performance of any such obligation remains unsatisfied after thirty (30) Days' prior written notice thereof to Vernon and a demand to so perform, take any action permitted by law to enforce its rights under this Agreement, including but not limited to termination of this Agreement, and/or (unless SCPPA has already taken action pursuant to the immediately following sentence) bring any suit, action or proceeding at law or in equity as may be necessary or appropriate to recover damages and/or enforce any covenant, agreement or obligation against Vernon with regard to its failure to so perform.
- 11.2 Notice of Payment Default. In the event of a Payment Default by Vernon, on or promptly following the Initial Payment Default Date SCPPA shall issue a Default Invoice and shall provide written notice to Vernon that as a result of a Payment Default, it is in default under this Agreement and has assumed the status of a Defaulting Purchaser and that Vernon's Project Rights are subject to discontinuance, termination and disposal in accordance with Sections 11.4 and 11.5 of this Agreement. Notice of such Payment Default shall be provided promptly by SCPPA to the other SCPPA Participants. In addition to the foregoing, the notice of Payment Default shall specify that five (5) Days after the issuance of the written notice of Payment Default by SCPPA, deliveries of Facility Products to Vernon pursuant to this Agreement shall be thereafter suspended until such time as Vernon is in Compliance. SCPPA may take any action through or in conjunction with the Power Purchase Provider or any other counterparty under a Project Agreement or with the Project Manager, if applicable, to expeditiously implement the provisions of this Section 11.

- 11.3 Cured Payment Default. If after a Payment Default Vernon cures such Payment Default within the Cure Period, its Project Rights shall not be subject to discontinuance, termination or disposal as provided for in Sections 11.4 and 11.5 of this Agreement as a result of any Payment Default associated with such Cured Payment Default.
- 11.4 Failure to Cure Payment Default. If, at any time after expiration of the Cure Period Vernon fails to be in Compliance due to its failure to cure its Payment Default in a timely manner in accordance with this Agreement, Vernon's Project Rights shall immediately be discontinued and terminated and its Project Rights and Obligations shall be disposed of by SCPPA in accordance with Section 11.5 of this Agreement; provided, however, the Defaulting Purchaser's obligation to make payments under this Agreement shall not be eliminated or reduced except to the extent provided in Section 11.5. SCPPA shall provide to the Defaulting Purchaser a separate monthly invoice of any such payment obligations under this Agreement. SCPPA shall immediately notify the Project Manager (if other than SCPPA), the other SCPPA Participants and such others as SCPPA deems appropriate, of such discontinuance and termination of the Defaulting Purchaser's Project Rights.
- 11.5 Treatment of the Defaulting Purchaser's Project Rights and Obligations upon its Payment Default. In the event Defaulting Purchaser's Project Rights are discontinued and terminated pursuant to Section 11.4 of this Agreement, SCPPA shall undertake or cause to be undertaken the following actions in the order indicated:
- 11.5.1 SCPPA shall, to the extent permitted under the Project Agreements, offer to convey, transfer and assign to all non-Defaulting SCPPA Participants, on a temporary or permanent basis as determined by SCPPA, the Project Rights and Obligations of the Defaulting Purchaser, and SCPPA shall so convey, transfer and assign on such basis so determined by SCPPA to (i) all requesting non-Defaulting SCPPA Participants the amount of Project Rights and Obligations requested if the aggregate of such requests does not exceed the amount of the Project Rights and Obligations of the Defaulting Purchaser, or (ii) all requesting non-Defaulting SCPPA Participants on a pro-rata basis (based upon the amount requested) if the aggregate of such requests exceeds the amount of the Project Rights and Obligations of the Defaulting Purchaser. Each such requesting non-Defaulting Participant shall assume all, but not less than all, Project Rights and Obligations so conveyed, transferred and assigned to it by SCPPA.
- 11.5.2 If one hundred percent (100%) of Defaulting Purchaser's Project Rights and Obligations are not conveyed, transferred and assigned to non-Defaulting SCPPA Participants as provided in Section 11.5.1 of this Agreement, SCPPA shall, to the extent permitted under the Project Agreements and to the extent SCPPA in its discretion determines it appropriate, offer to convey, transfer and assign, on a temporary or permanent basis as determined by SCPPA, the remainder (or, all, if applicable) of Defaulting Purchaser's Project Rights and Obligations to third parties, all in accordance with applicable law. Each such requesting third party shall assume all, but not less than all, Project Rights and Obligations so conveyed, transferred and assigned to it by SCPPA. If such third party is a SCPPA Member but not a SCPPA Participant as defined herein,

such SCPPA Member, upon accepting such conveyance, transfer and assignment on a permanent basis, shall be deemed a SCPPA Participant.

- 11.5.3 If, at any time or from time to time, any of the Project Rights and Obligations of the Defaulting Purchaser are not conveyed, transferred and assigned as provided in Sections 11.5.1 or 11.5.2 of this Agreement, SCPPA shall use its best efforts, to the extent reasonably possible and economically beneficial, to offer all non-Defaulting SCPPA Participants and third parties, for long-term or short-term sale as determined by SCPPA, Facility Products associated with such Project Rights and Obligations or to remarket or resell such Facility Products, or cause the same to be remarketed or resold; provided, however, that without eliminating Defaulting Purchaser's obligation to make payments under this Agreement (notwithstanding anything to the contrary in this Agreement), including payment of SCPPA's costs and expenses related to such default and sale, such payment obligation shall be offset, mitigated and satisfied to the extent that payments are received by SCPPA from the remarketing or sale of Facility Products associated with Defaulting Purchaser's Project Rights.
- 11.5.4 If, at the time of any Coordinating Committee meeting, any of Defaulting Purchaser's Project Rights and Obligations are not conveyed, transferred and assigned as provided in Sections 11.5.1 or 11.5.2, the associated voting rights with respect to Defaulting Purchaser's Project Rights and Obligations shall be redistributed pro rata among the non-Defaulting SCPPA Participants, based upon the Participant Facility Products Share of such SCPPA Participant, so that the total voting rights remain at 100%.
- 11.5.5 Upon the termination, conveyance, transfer or assignment of a Defaulting Purchaser's Project Rights and Obligations pursuant to Section 11.4 and this Section 11.5, SCPPA shall make any necessary adjustments to the Participant Facility Products Shares set forth in Appendix B and give written notice thereof to the non-Defaulting SCPPA Participants. Such adjustments shall not require approval by the Coordinating Committee.
- 11.5.6 Except as provided in this Section 11.5 or otherwise in this Agreement, SCPPA may not convey, transfer or assign any SCPPA Participant's Project Rights and Obligations without the prior written consent of the SCPPA Participant.
- 11.6 Elimination or Reduction of Payment Obligations. Upon termination of Defaulting Purchaser's Project Rights pursuant to Section 11.4 and conveyance, transfer or assignment of Defaulting Purchaser's Project Rights and Obligations pursuant to Sections 11.5.1 or 11.5.2, Defaulting Purchaser's obligation to make payments under this Agreement (notwithstanding anything to the contrary in this Agreement) shall not be eliminated or reduced except to the extent of moneys received by SCPPA as a result of the conveyance, transfer and assignment of Defaulting Purchaser's Project Rights and Obligations, less SCPPA's related costs and expenses.
- 11.7 Use of Reserve Funds. With respect to a Payment Default by Vernon, funds in the Reserve Funds may be used, to the extent necessary and to the extent available, to cover

any deficiency with respect to any payment due by SCPPA attributable to Vernon's participation in the Project.

11.8 Step-Up Invoices. Step-Up Invoices shall be issued in accordance with the provisions set forth below.

11.8.1 In the event of a Payment Default by one or more Defaulting SCPPA Participants, which is in existence following the Operating Reserve Depletion Date, SCPPA shall provide by the fifth Day of the Month following such Operating Reserve Depletion Date, a separate Step-Up Invoice to each non-Defaulting SCPPA Participant that includes a charge equal to the non-Defaulting SCPPA Participant's pro rata share, based on the Participant Facility Products Cost Shares of all non-Defaulting SCPPA Participants, of the amount of Monthly Costs reflected in the unpaid Billing Statements for the previous Month for such Defaulting Purchaser). Notwithstanding the foregoing, the amount of each monthly Step-Up Invoice provided to a non-Defaulting SCPPA Participant shall not exceed 100% of the aggregate amount of Monthly Costs that such non-Defaulting SCPPA Participant was billed in its Billing Statement for the Month preceding such monthly Step-Up Invoice.

11.8.2 Step-Up Invoices shall be due and payable within twenty (20) Days after the receipt thereof by the non-Defaulting SCPPA Participant, and payments to SCPPA with respect to Step-Up Invoices shall be separate from any other payments due under each SCPPA Participant's Power Sales Agreement, including but not limited to monthly Billing Statement payments.

11.9 Application of Moneys Received from Step-Up Invoices Relating to the Project. Moneys received by or on behalf of SCPPA from the payment of Step-Up Invoices relating to a Payment Default of a SCPPA Participant shall be applied in the following manner.

11.9.1 All moneys received from the SCPPA Participants with respect to the amount of Monthly Costs as set forth in the Step-Up Invoices, shall be applied toward the Defaulting SCPPA Participant's Monthly Costs.

11.9.2 In the event a SCPPA Participant pays less than the total amount of its Step-Up Invoice, such SCPPA Participant shall be a Defaulting SCPPA Participant and its partial payment shall be allocated first toward the Monthly Costs of the Defaulting SCPPA Participant.

11.10 Application of Moneys Received from Default Invoices. Moneys received by or on behalf of SCPPA from the payment of Default Invoices shall be credited on each non-Defaulting SCPPA Participant's next monthly Billing Statement or Billing Statements in an amount equal to the aggregate amount such non-Defaulting SCPPA Participant paid as a result of Step-Up Invoices with respect to such Default Invoice, plus a pro-rata share, based upon the Participant Facility Products Cost Shares of the non-Defaulting SCPPA Participants, of the amount SCPPA received regarding late payment interest charges. In the event a Defaulting SCPPA Participant pays less than the full amount of its Default Invoice, the credit to each non-Defaulting SCPPA Participant

shall be adjusted in proportion to such non-Defaulting SCPPA Participant's Facility Products Cost Shares.

11.11 Application of Moneys Received from Compliance Payments. Moneys received by or on behalf of SCPPA from a Defaulting SCPPA Participant that makes payments to remain in Compliance with respect to a Payment Default, associated with a Defaulting SCPPA Participant's payments to remain in Compliance, shall be credited on each non-Defaulting SCPPA Participant's next monthly Billing Statement(s) in an amount equal to the aggregate amount such non-Defaulting SCPPA Participant paid as a result of Step-Up Invoices with respect to such Compliance payment, plus a pro rata share, based upon the Participant Facility Products Cost Shares of the non-Defaulting SCPPA Participants, of the amount SCPPA received regarding late payment interest charges.

11.12 Application of Moneys Received from Sale of Facility Products. Moneys received by or on behalf of SCPPA from the sale of Facility Products related to a Defaulting SCPPA Participant's Project Rights and Obligations, as provided in Section 11.5.3 hereof, shall be applied in the following manner in order:

11.12.1 SCPPA shall credit on each non-Defaulting SCPPA Participant's next monthly Billing Statement(s) an amount up to, but not in excess of, the aggregate amount paid to SCPPA by such non-Defaulting SCPPA Participant with respect to each such non-Defaulting SCPPA Participant's Step-Up Invoices.

11.12.2 Following consultation with the non-Defaulting SCPPA Participants, SCPPA shall determine the disposition of any moneys received that are in excess of the aggregate amount of related Step-Up Invoices paid by non-Defaulting SCPPA Participants. Unless the Coordinating Committee determines otherwise, or except as otherwise required by law, the Defaulting SCPPA Participant shall have no claim or right to any such monies.

11.13 Vernon shall be responsible for Purchaser's Participant Facility Products Share of all claims, demands, liabilities, obligations, losses, damages (whether direct, indirect or consequential), penalties, actions, loss of profits, judgments, orders, suits, costs, expenses (including attorneys' fees and expenses) or disbursements of any kind or nature whatsoever in law, equity or otherwise incurred or owed by SCPPA under the Power Purchase Agreement, including any Termination Payment incurred or owed by SCPPA to Power Purchase Provider thereunder.

12. CHARACTER, CONTINUITY OF SERVICE.

12.1 Outages, Interruptions and Curtailment of Energy Deliveries. The Power Purchase Provider, or other counterparty, may under certain conditions set forth in the applicable provisions of a Project Agreement or other applicable operating agreement, interrupt or curtail deliveries of Facility Products to SCPPA which SCPPA was to deliver to Vernon. Should such an interruption or curtailment occur Vernon shall be credited with such revenues as are credited or paid to SCPPA on Vernon's behalf in accordance with Vernon's Participant Facility Products Share and shall be obligated to pay any costs incurred by SCPPA in accordance with Vernon's Participant Facility Products Cost Share which are payable by SCPPA pursuant to the Power Purchase Agreement

or any other applicable Project Agreement. SCPPA or the Project Manager (if other than SCPPA) or SCPPA's agent will use its best efforts to apprise Vernon of potential outages, interruptions or curtailments, the reason therefor and the probable duration thereof, when such outages, interruptions or curtailments can be deemed likely to occur.

- 12.2 Uncontrollable Forces. SCPPA shall not be required to provide, and SCPPA shall not be liable for failure to provide, Facility Products or other service under this Agreement when such failure or the cessation or curtailment of or interference with the service is caused by Uncontrollable Forces or by the inability of the Power Purchase Provider or other applicable counterparty to obtain any required governmental permits, licenses or approvals to enable the Power Purchase Provider to acquire, administer or operate the Project; provided, however, that Vernon shall not thereby be relieved of its obligations to make payments under this Agreement except to the extent SCPPA is so relieved pursuant to the Project Agreements.

13. [RESERVED]

14. LIABILITY.

- 14.1 Participants' Obligations Several. Except as otherwise provided in Section 11 of this Agreement, Vernon and each of the other SCPPA Participants shall be solely responsible and liable for performance under its respective Power Sales Agreement. The obligation of Vernon to make payments under this Agreement is a several obligation and not a joint obligation with those of the other SCPPA Participants under the other Power Sales Agreements to which such SCPPA Participants are parties.
- 14.2 No Liability of SCPPA, Directors, Officers, Etc. Each Party agrees that neither Party nor any of its past, present, future directors, officers, employees, board members, agents, attorneys or advisors and shall be liable to the other Party for loss of profits or direct or consequential loss or damage suffered by a Released Party as a result of the performance or non-performance (excluding gross negligence or willful misconduct which, unless otherwise agreed to by the Parties, are both to be determined and established by a court of competent jurisdiction in a final, non-appealable order) of a Releasing Party or any of its directors, officers, employees or agents under this Agreement. To the fullest extent permitted by law, Vernon releases SCPPA and its directors, officers, employees and agents from any claim or liability (whether negligent or otherwise) as a result of any actions or inactions of SCPPA under this Agreement. No such performance or non-performance by SCPPA shall relieve Vernon from its obligations under this Agreement, including its obligation to make payments required under this Agreement, and such undisputed payments shall not be subject to any reduction, whether by offset, counterclaim or otherwise. The provisions of this Section 14.2 shall not be construed so as to relieve SCPPA from any obligation under this Agreement.
- 14.3 Extent of Exculpation; Enforcement of Rights. The exculpation provision set forth in Section 14.2 hereof shall apply to all types of claims or actions including, but not limited to, claims or actions based on contract or tort. Notwithstanding the foregoing, either Party may protect and enforce its rights under this Agreement by a suit or suits

in equity for specific performance of any obligations or duty of the other Party, and each Party shall at all times retain the right to recover, by appropriate legal proceedings, any amount determined to have been an overpayment, underpayment or other monetary damages owed by the other Party in accordance with the terms of this Agreement.

- 14.4 Indemnification for Claims of Retail Customers. Vernon shall assume all liability for any claim, action or judgment, whether or not caused by negligence, arising out of or in connection with electric service to any of its retail customers caused by the operation or failure of operation of the Facility or any portion thereof, and shall indemnify and hold harmless SCPPA from any such claim, action or judgment (including reasonable attorneys' fees and other costs of defense).
- 14.5 Determination or Enforcement of Rights. Notwithstanding the provisions of Sections 14.2, 14.3 and 14.4 hereof, Vernon or SCPPA may determine, protect and enforce its rights under this Agreement by a suit or suits in equity for specific performance of, or declaratory action with respect to, any obligation or duty hereunder or thereunder.
- 14.6 No Relief From Insurer's Obligations. Notwithstanding any provision in this Agreement to the contrary, including but not limited to the provisions in this Section 14, the provisions of this Section 14 shall not be construed or applied so as to relieve any insurer of its obligation to pay any insurance claims in accordance with any applicable insurance policy.
- 14.7 SCPPA Directors, Officers, Employees, Agents Not Individually Liable; No General Liability of SCPPA. It is hereby recognized and agreed that no member of SCPPA's Board of Directors, officer, employee or agent of SCPPA or member of SCPPA in its capacity as a member of SCPPA shall be individually liable in respect of any undertakings by SCPPA under this Agreement. The undertakings by SCPPA under the Power Sales Agreements shall never constitute a debt or indebtedness of SCPPA within the meaning of any provision or limitation of the Constitution or statutes of the State of California and shall not constitute or give rise to a charge against its general credit.

15. RESTRICTIONS ON DISPOSITION.

- 15.1 Assignment. It is understood and agreed each SCPPA Participant (including Vernon) may sell, assign or otherwise dispose of some or all of its Project Rights and Obligations to other SCPPA Participants or SCPPA members under the same terms and conditions as set forth in this Agreement, provided that each such other participating SCPPA member agrees in writing to be bound by the provisions of the Power Sales Agreement of the SCPPA Participant making such sale, assignment or other disposition. In the event of such a sale, assignment or other disposition, SCPPA shall revise Appendix B to reflect the new Participant Facility Products Share allocation and such revision to Appendix B shall not be considered an amendment to any Power Sales Agreement.
- 15.2 Restrictions on Elimination of Payment Obligations. No sale, assignment or other disposition of Vernon's Project Rights and Obligations to any Person ("Assignee") shall release Vernon from its payment obligations under this Agreement; provided, however, such payment obligations may be eliminated or reduced if the sale,

assignment or other disposition is made pursuant to Section 15.1 of this Agreement, or if (i) such Assignee shall assume and agree in writing to fully perform and discharge the Project Rights and Obligations under its Power Sales Agreement, (ii) such Assignee shall have a corporate or long-term senior unsecured credit rating of "A-" or higher by S&P or "A3" or higher by Moody's, unless otherwise provided by the Board of Directors, and (iii) the Board of Directors, by resolution, determines to eliminate or reduce such payment obligations, which determination shall not be unreasonably withheld.

- 15.3 Restrictions on Disposition of Vernon's Entire System. Vernon shall not sell, lease or otherwise dispose of all or substantially all of its electric system to any Person ("Acquiring Entity") unless the Acquiring Entity shall assume and agree to fully perform and discharge the Project Rights and Obligations under this Agreement, and such Acquiring Entity shall have a corporate or long-term senior unsecured credit rating not less than investment grade.
- 15.4 Successors and Assigns. Subject in all respects to Sections 11 and 15 hereof, the Project Rights and Obligations under this Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties to this Agreement.

16. EFFECTIVE DATE, TERM AND EXPIRATION.

- 16.1 Effective Date; Execution in Counterparts. This Agreement shall become effective on the first Day when each and all of the following shall have occurred: (i) this Agreement shall have been duly executed and delivered by SCPPA and Vernon, (ii) the Power Purchase Agreement shall have been duly executed and delivered by SCPPA and the Power Purchase Provider and (iii) the Power Sales Agreement between SCPPA and any other SCPPA Participant shall have been duly executed and delivered by the parties thereto. Once the Power Purchase Agreement has been executed and delivered as set forth above, SCPPA shall deliver a copy of the same to Vernon. This Agreement may be executed in any number of counterparts, each of which shall constitute an original.
- 16.2 Termination Conditions. This Agreement shall be effective upon satisfaction of the conditions set forth in Section 16.1 and shall extend for the term specified in Section 16.3 unless earlier terminated pursuant to an express provision of this Agreement; provided, however, that any obligation to make payments by Vernon or SCPPA or any outstanding liability of Vernon or SCPPA hereunder which either exists or may exist as of the date of termination of this Agreement, or which comes into existence at any future time as a result of any activity or transaction implemented under this Agreement, shall survive such termination.
- 16.3 Expiration. The term of this Agreement shall begin on the Day this Agreement becomes effective pursuant to Section 16.1 hereof. Unless terminated earlier pursuant to Section 16.4, the term of this Agreement shall expire on the date on which the Power Purchase Agreement is terminated and all obligation(s) of the parties under the Power Purchase Agreement have been fully satisfied or otherwise adequate provision for satisfaction of such obligation(s) have been made and no other such obligation(s) under the Power Purchase Agreement is outstanding; provided, however, that in no event

shall the term of this Agreement expire so long as the Power Purchase Agreement is of any force or effect.

- 16.4 Termination of Agreement before Expiration Date. Notwithstanding the expiration date set forth in Section 16.3 hereof, this Agreement shall terminate on the date, if any, by which SCPPA notifies Vernon that this Agreement is superseded as a result of Vernon having (i) succeeded to SCPPA's rights through another agreement or agreements, or (ii) entered into a replacement power sales agreement or other agreement with SCPPA. The purchase price and consideration to be paid to SCPPA by Vernon with respect to any such superseding arrangement shall consist of the payments and satisfaction of all obligations by Vernon under and pursuant to this Agreement prior to the effective date of the superseding arrangement plus any remaining costs or obligations incurred by SCPPA in connection with the Project.
- 16.5 Final Distribution of Reserve Fund. Following the expiration or earlier termination of this Agreement, and upon payment and satisfaction of any and all liabilities and obligations to make payments of the SCPPA Participating Members under this Agreement and upon satisfaction of all remaining costs and obligations of SCPPA under this Agreement and in connection with the Facility, any amounts then remaining in the Reserve Fund shall be paid to the SCPPA Participating Member pro rata in accordance with their respective Participant Facility Products Share.
17. **SEVERABILITY.** In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the Parties hereto that such illegality or invalidity shall not affect any other provision hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein unless a court holds that the provisions are not separable from all other provisions of this Agreement.
18. **REPRESENTATION AND GOVERNING LAW.** The Parties acknowledge that each Party was represented by counsel in the negotiation and execution of this Agreement. This Agreement was made and entered into in the County of Los Angeles, California, and shall be governed by, interpreted and enforced in accordance with the laws of the State of California. All litigation arising out of, or relating to this Agreement, shall be brought in a State or Federal court in the County of Los Angeles, State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of *forum non conveniens*.
19. **ARBITRATION AND ATTORNEYS' FEES.** If a dispute arises between the Parties which the Coordinating Committee or the Board of Directors is unable to resolve, the Parties may by mutual agreement submit the dispute to mediation or non-binding arbitration. With respect to any such dispute the Parties agree that each Party shall bear its own attorneys' fees and costs. Notwithstanding the foregoing, Vernon and SCPPA recognize and agree that SCPPA's attorneys' fees associated with any matter relating to the Project or this Agreement, including any dispute relating thereto, shall constitute a Project cost which shall be allocated and billed as set forth in Sections 4 and 7 of this Agreement.
20. **CONDITIONS TO TERMINATION OR AMENDMENT.** Neither Party may terminate this Agreement without the prior written consent of each other SCPPA

Participants. None of the Power Sales Agreements may be amended as to any one or more of the SCPPA Participants so as to provide terms and conditions materially different from those contained therein, unless the SCPPA Participant seeking the amendment obtains a written consent or waiver of each other SCPPA Participant.

- 21. ADJUSTMENT TO APPENDIX B IF SCPPA PARTICIPANT DOES NOT OBTAIN APPROVALS.** SCPPA shall provide notice to Vernon if the other SCPPA Participant does not obtain all requisite board and city council approvals to enter into its Power Sales Agreement. Upon receipt of such notice, each of the Participant Facility Products Share and Participant Facility Products Cost Share shall be increased to 100% in accordance with Section 10.2 of this Agreement.

- 22. NOTICES.** Any notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given or made if delivered in person or sent by registered or certified mail, postage prepaid, to the persons specified below:

Southern California Public Power Authority
Attention: Executive Director
1160 Nicole Court
Glendora, California 91740

City of Vernon
Attention: Abraham Alemu, General Manager of Vernon Public Utilities
4305 Santa Fe Avenue
Vernon, California 90058

- 23. AMENDMENTS.** The Parties acknowledge and agree that any amendment to this Agreement shall be in writing and duly executed by the Parties.

[SIGNATURE PAGE FOLLOWS]

Each Party hereto has duly caused this Agreement to be executed on its behalf by its duly authorized representative.

SOUTHERN CALIFORNIA PUBLIC
POWER AUTHORITY

By: _____

Michael S. Webster
Executive Director

Approved as to Legal Form and Content:

Mary Beth Martin
General Counsel

CITY OF VERNON

By: _____

Carlos Fandino
City Administrator

Attest: _____

Lisa Pope, City Clerk

APPROVED AS TO FORM:

Zaynah N. Moussa, Interim City Attorney

APPENDIX A

DEFINITIONS

The following terms, whether in the singular or the plural, and initially capitalized, shall have the meanings specified below:

1. Act. All of the provisions contained in the California Joint Exercise of Powers Act found in Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, beginning at California Government Code Section 6500 et seq., as amended from time to time.
2. [Reserved].
3. Annual Budget. The budget adopted by SCPPA pursuant to Section 5.4.1 of this Agreement not less than thirty (30) Days nor more than sixty (60) Days prior to the beginning of each Power Supply Year, including any amendments thereto, which shall show a detailed estimate of the Total Power Costs under this Agreement and all credits, charges, revenues, income, or other funds to be applied to such costs, for and applicable to such Power Supply Year.
4. [Reserved].
5. Billing Statement. The written statement prepared or caused to be prepared each Month by, or on behalf of, SCPPA which shall be based upon certain of the information in the Annual Budget and shall show for such Month the amount to be paid to SCPPA by Vernon in accordance with the provisions of Section 7 of this Agreement.
6. Board of Directors. The Board of Directors of the Southern California Public Power Authority.
7. Commercial Operation. "Commercial Operation" shall have the definition set forth in the Power Purchase Agreement.
8. Compliance. Following a Payment Default, the Defaulting Purchaser shall be in compliance with its payment obligations under this Agreement if it (i) no later than the last Day of the Cure Period fully pays all amounts owed as reflected in any Default Invoice; (ii) pays any monthly Billing Statement which comes due during the Cure Period; and (iii) replenishes any reduction made to the Reserve Funds as a result of any Payment Default.
9. Consent Agreements. All consents to assignments and all agreements relating thereto entered into with any lender, financial institution or other Person for the purpose of consenting to the assignment of the rights or securing the obligations of the Power Purchase Provider under the Power Purchase Agreement, and all consents or agreements relating to a Change in Control (as defined in the Power Purchase Agreement) under the Power Purchase Agreement.
10. Cure Period. That period of time beginning on the date of a Payment Default and concluding thirty (30) Days thereafter.
11. Cured Payment Default. A Payment Default which has been cured in accordance with Section 11.3 of this Agreement. If at any time during the Cure Period the Defaulting Purchaser is in

Compliance, then the requirements of a Cured Payment Default shall be deemed to have been satisfied as of the date of receipt of such payments by SCPPA and the Cure Period shall expire.

12. Daily Delay Damages. Daily Delay Damages shall have the definition set forth in the Power Purchase Agreement.
13. Day. “Day” means calendar Day unless otherwise specified herein.
14. Default Invoice. An invoice during the Payment Default Period and the Cure Period issued to the Defaulting Purchaser pursuant to Section 11 of this Agreement that identifies the total defaulted amount owed, including late payment interest, to achieve a Cured Payment Default. During the Cure Period, the Default Invoice shall also include the amount that must be paid to achieve Compliance.
15. Defaulting Purchaser. “Defaulting Purchaser” means Vernon, where Vernon has caused a Payment Default under Section 11.1 of this Agreement that has not been remedied or cured.
16. Defaulting SCPPA Participant. A SCPPA Participant (not including Vernon) that causes a Payment Default under its Power Sales Agreement that has not been remedied or cured by the Defaulting SCPPA Participant.
17. Delivery Output Cost Component. “Delivery Output Cost Component” is defined in Section 4.3.1.
18. [Reserved].
19. Energy. “Energy” shall have the same definition as in the Power Purchase Agreement.
20. Environmental Attributes. “Environmental Attributes” shall have the definition set forth in the Power Purchase Agreement.
21. Facility. “Facility” shall have the same definition as the Power Purchase Agreement.
22. Facility Products. All output, rights, and other tangible or intangible benefits derived from the Facility, whatsoever, including without limitation all Energy, Environmental Attributes, Capacity Rights, Resource Adequacy Attributes, rights with respect to the battery energy storage system, whether received by SCPPA under or pursuant to the Power Purchase Agreement or other applicable Project Agreement.
23. Fiscal Year. The twelve-month period commencing at 12:01 a.m. on July 1 of each year and ending at 12:01 a.m. on the following July 1, or such other time frame as determined by the Board of Directors.
24. Force Majeure. “Force Majeure” shall have the definition set forth in the Power Purchase Agreement.
25. Guaranteed Delivered Energy. “Guaranteed Delivered Energy” shall have the meaning provided in the Power Purchase Agreement.

26. Initial Payment Default Date. The earlier of (i) the end of the fifth Day following the first Payment Default for which no remedy in payment has occurred and been received by SCPPA, or (ii) the last Day of the Month in which the first Payment Default has occurred for which no remedy in payment has occurred and been received by SCPPA.
27. Joint Powers Agreement. The “Southern California Public Power Authority Joint Powers Agreement” dated as of November 1, 1980, as amended and modified from time to time, entered into pursuant to the provisions of the Act, among SCPPA and its members.
28. Month. A calendar month.
29. Monthly Costs. “Monthly Costs” is defined in Section 4.5.
30. Moody’s. “Moody’s” shall mean Moody’s Investor Services, Inc.
31. Operating Budget. The operating budget approved by the Board of Directors which shall show a detailed estimate of Total Power Costs for a Power Supply Year and all revenues, income or other funds to be applied to Total Power Costs for and applicable to such Power Supply Year.
32. Operating Reserve Depletion Date. The date that is two Months prior to the date on which SCPPA anticipates, assuming continued Payment Defaults by the Defaulting Purchaser, that the moneys in the operating reserve account held at any time by SCPPA will be fully depleted; provided, however, if as of the date on which a Payment Default occurs SCPPA determines that the moneys in the operating reserve account held by SCPPA will be fully depleted in less than two Months (or currently are fully depleted), then the Operating Reserve Depletion Date shall be deemed to have occurred when such a Payment Default occurs.
33. Participant Facility Products Cost Share. With respect to a particular SCPPA Participant and during each Power Supply Year, the applicable percentage of SCPPA costs under this Agreement payable by such SCPPA Participant, as set forth for such SCPPA Participant in Appendix B of this Agreement.
34. Participant Facility Products Share. With respect to a particular SCPPA Participant and during each Power Supply Year, the applicable percentage entitlement of the Facility Products under this Agreement, as set forth for such SCPPA Participant in Appendix B of this Agreement.
35. Payment Default. A failure by Vernon to pay when due all of its Billing Statement for any Month.
36. Payment Default Period. That period of time beginning on the initial date of a Payment Default and ending thirty (30) Days following a notice of default as provided in accordance with Section 11.2 hereof.
37. Person. “Person” means any individual, corporation, partnership, joint venture, limited liability company, association, joint stock company, trust, unincorporated organization, entity, government or other political subdivision.
38. Point of Delivery. Point of Delivery shall have the definition set forth in the Power Purchase Agreement.

39. Power Purchase Agreement. The Power Purchase Agreement between Southern California Public Power Authority and Daggett Solar Power 2, LLC, dated as of January 20, 2022, attached hereto as Appendix C, as the same may be amended from time to time, and all other agreements associated with the Facility. The Power Purchase Agreement shall also include any instrument or form of security which affords any opportunity for the purchase of the Facility or acquisition, whether through foreclosure or otherwise, including any mortgage, lease, assignment, beneficial interest, collateral instrument or other device or mechanism providing for the ability to acquire the Facility.
40. [Reserved].
41. Power Purchase Agreement Cost Component. “Power Purchase Cost Component” is defined in Section 4.3.5.
42. Power Purchase Agreement General and Administrative Cost Component. “Power Purchase Agreement General and Administrative Cost Component” is defined in Section 4.3.2.
43. Power Purchase Provider. Daggett Solar Power 2, LLC, and any other entity named under any applicable operating agreement to operate or otherwise run or manage the Facility, along with each of their successors, or any successors or assigns to the rights of these entities.
44. Power Sales Agreements. This Agreement and that certain Power Sales Agreement, dated for convenience as of [DATE], by and between SCPPA and City of Cerritos, as the same may be hereafter be amended from time to time.
45. Power Supply Year. The Fiscal Year, except that the first Power Supply Year shall begin on the first to occur of (i) the date SCPPA is obligated to pay any portion of the costs of the Project, (ii) the Commercial Operation Date of the Facility, or (iii) the date of the first delivery of Energy to Vernon pursuant to this Agreement. The first Power Supply Year shall end on the last Day of the then current Fiscal Year.
46. Project. The term “Project” means the Daggett Solar Power 2 Project and shall be broadly construed to entail the aggregate of rights, liabilities, interests and obligations of SCPPA pursuant to the Power Purchase Agreement and the other Project Agreements, including but not limited to all associated rights, liabilities, interests and obligations; provided, that for purposes of this Agreement it shall be limited to those rights, liabilities, interests and obligations acquired or undertaken by SCPPA in the Power Purchase Agreement and the Project Agreements associated with that agreement. The term Project shall also include those rights, liabilities, interests or obligations necessary or appropriate to carry out the functions specified in Section 6 and to utilize or deliver the Energy of the Facility as specified in Section 9.
47. Project Agreements. Insofar as they pertain to this Project, any project management agreement, the Power Sales Agreements, the Power Purchase Agreement, or any other contracts for the purchase, procurement, delivery or transmission of Facility Products, or any other agreements for scheduling, dispatching, exchanging, tagging, movement or transmission of Facility Products, or agreements to which SCPPA is a party relating to the administration or management of the Project.

48. Project Manager. SCPPA in its capacity as Project Manager or a designee or designees appointed by SCPPA to carry out SCPPA's responsibilities as Project Manager under this Agreement.
49. Project Rights. All rights and privileges of Vernon under this Agreement, including but not limited to its right to receive its Participant Facility Products Share under this Agreement.
50. Project Rights and Obligations. Vernon's Project Rights and obligations under the terms of this Agreement.
51. Reserve Fund Cost Component. "Reserve Fund Cost Component" is defined in Section 4.3.4.
52. Reserve Funds. Those reserve accounts deemed appropriate to afford a reliable source of funds for the payment obligations of the Project and, taking into account the variability of costs associated with the Project, for the purpose of providing a reliable payment mechanism to address the ongoing costs associated with the Project.
53. S&P. "S&P" shall mean Standard & Poor's Financial Services LLC.
54. SCPPA Member. Each of the following: Anaheim, CA; Azusa, CA; Banning, CA; Burbank, CA; Cerritos, CA; Colton, CA; Glendale, CA; Imperial Irrigation District; Los Angeles, CA; Pasadena, CA; Riverside, CA; and Vernon, CA.
55. SCPPA Participants. Those entities that have executed a power sales agreement for the Project, together in each case with each entity's successors or assigns, identified as "SCPPA Participants" in Appendix B of this Agreement.
56. Shortfall Damages. "Shortfall Damages" shall mean " Shortfall Damages" as defined set forth in the Power Purchase Agreement
57. [Reserved].
58. Step-Up Invoice. An invoice sent pursuant to Section 11.8.1 to a non-Defaulting SCPPA Participant as a result of one or more Payment Defaults, which invoice shall separately identify any amount owed with respect to the monthly Billing Statement of one or more Defaulting SCPPA Participants for Total Power Costs reflected in the Defaulting SCPPA Participant(s) unpaid monthly Billing Statement.
59. Supplementary Services. Those services in connection with the delivery of Energy involving additional transmission, interconnection arrangements, energy management, firming, shaping, energy balancing, dispatching, tagging, scheduling, transmitting, interconnecting, swapping, exchanging or other services associated with the transmission, use or disposition of Facility Products to be utilized by Vernon under this Agreement, and to otherwise provide for delivery and facilitate the disposition, movement, taking, receiving, accounting for, transferring and crediting the transfer of Facility Products from the Point of Delivery to any other points or destinations, as determined by Vernon. Supplementary Services include but are not limited to delivery point swaps, stranded energy/transmission curtailments, tiepoint liquidity improvement, transmission loss savings, tiepoint price spread optimization, on-peak/off-peak exchanges, peak shifting exchanges, seasonal exchanges, and both simultaneous or non-simultaneous green energy exchanges.

- 60. Supplementary Services Cost Component. “Supplementary Services Cost Component” is defined in Section 4.3.3.
- 61. Total Power Costs. “Total Power Costs” has the meaning described in Section 4.3.
- 62. [Reserved].
- 63. Uncontrollable Forces. Any Force Majeure event and any cause beyond the control of any Party, and which by the exercise of due diligence such Party is unable to prevent or overcome, including but not limited to, failure or refusal of any other Person to comply with then existing contracts, an act of God, fire, flood, explosion, earthquake, strike, sabotage, pestilence, an act of the public enemy (including terrorism), civil or military authority including court orders, injunctions and orders of governmental agencies with proper jurisdiction or the failure of such agencies to act, insurrection or riot, an act of the elements, failure of equipment, a failure of any governmental entity to issue a requested order, license or permit, inability of any Party or any Person engaged in work on the Project to obtain or ship materials or equipment because of the effect of similar causes on suppliers or carriers. Notwithstanding the foregoing, Uncontrollable Forces as defined herein shall also include events of Force Majeure pursuant to the Power Purchase Agreement, as defined therein.
- 64. WECC. The Western Electricity Coordinating Council or its successor.

APPENDIX B*

**DAGGET SOLAR POWER 2 PROJECT
POWER SALES AGREEMENT**

**SCHEDULE OF SCPPA PARTICIPANTS,
PARTICIPANT FACILITY PRODUCTS SHARES,
PARTICIPANT FACILITY PRODUCTS COST SHARES**

SCPPA PARTICIPANTS	PARTICIPANT FACILITY PRODUCTS SHARES			PARTICIPANT FACILITY PRODUCTS COST SHARES		
	PV SHARE	BESS SHARE	GENERAL SHARE	PV COST	BESS COST	GENERAL COST
City of Vernon	92.31%	90.91%	91.84%	92.31%	90.91%	91.84%
City of Cerritos	7.69%	9.09%	8.16%	7.69%	9.09%	8.16%
TOTAL	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%

* Appendix B may be revised in accordance with the provisions of Sections 21 and 10.2 of this Agreement.

APPENDIX C
POWER PURCHASE AGREEMENT

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POWER PURCHASE AGREEMENT

BETWEEN

DAGGETT SOLAR POWER 2 LLC

AND

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

Dated as of [], 2022

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POWER PURCHASE AGREEMENT

PARTIES

THIS POWER PURCHASE AGREEMENT (this “**Agreement**”), dated as of this [] day of [], 2022, is being entered into by and between the SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY (“**Buyer**”), a public entity and joint powers authority formed and organized pursuant to the California Joint Exercise of Powers Act (California Government Code Section 6500, et seq.), and Daggett Solar Power 2 LLC, a limited liability company organized and existing under the laws of the State of Delaware (“**Seller**”). Each of Buyer and Seller is referred to individually in this Agreement as a “**Party**” and together as the “**Parties**.”

RECITALS

WHEREAS, Buyer’s members have adopted or are adopting policies that are designed to increase the amount of energy that they provide to their retail customers from eligible renewable energy resources and to comply with the California Renewable Energy Resources Act; and

WHEREAS, in 2019, Buyer issued a request for proposals (“**RFP**”) to acquire renewable energy resources; and

WHEREAS, an affiliate of Seller, responded to Buyer’s RFP on behalf of, Seller, and, following negotiation, Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, certain renewable energy, capacity rights and associated environmental attributes for the purchase price set forth in Appendix A-1 hereto; and

WHEREAS, the Parties desire to set forth the terms and conditions pursuant to which such sales and purchases shall be made.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions. The following terms in this Agreement and the appendices hereto shall have the following meanings when used with initial capitalized letters:

“**AC**” means alternating current.

“**Acceptable Form of Performance Assurance**” means, at the option of Seller, any of (a) cash to be held in escrow by Buyer, (b) cash held in an escrow account and subject to an escrow agreement in form and substance satisfactory to Buyer in its sole discretion (an “**Escrow Account**”), or (c) a separate letter of credit substantially in the form of Appendix E from a Qualified Issuer.

“Adjusted BESS Capacity Price” has the meaning set forth in Section 9.6(b).

“ADS” has the meaning set forth in Section 9.6(a).

“Affiliate” means, as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by or is under common control with such Person or is a director or officer of such Person or of an Affiliate of such Person. As used in this Agreement, “control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” has the meaning set forth in the preamble of this Agreement, and includes the Appendices and Schedules attached hereto.

“Agreement Term” has the meaning set forth in Section 2.2(a).

“Ancillary Documents” means all instruments, agreements, certificates and documents executed, delivered, or required to be executed or delivered by or on behalf of Buyer or Seller or any Affiliate of Seller pursuant to this Agreement.

“Ancillary Services” has the meaning set forth in the CAISO Tariff.

“Annual Contract Quantity” means, for the applicable Contract Year, the number of MWh set forth on Appendix C, which is the quantity of expected PV Delivered Energy for each Contract Year.

“Annual Cycle Limit” has the meaning set forth on Appendix Q.

“Annual PV System Availability” has the meaning set forth on Appendix K-1.

“Annual PV System Availability Adjustment Factor” has the meaning set forth on Appendix K-2.

“Annual PV System Availability Guarantee” has the meaning set forth in Section 9.6(a).

“Annual PV System Availability Requirement” has the meaning set forth on Appendix K-1.

“Anti-Corruption Laws” means any anticorruption or antibribery law applicable to any Party, including those laws that prohibit the promise, offer, authorization, receipt, or provision of anything of value to any person, including employees, officials, or agents of any Governmental Authority or government-owned or controlled entity; employees, members, or officials of a political party or public international organization; or, anyone else that may be considered a government official under applicable law, for an illegal, improper, or corrupt purpose, such as to influence the official act (or lack of action) of the recipient of things of value in order to gain an advantage, obtain or retain business, or direct business to any person.

“Anti-Terrorism Laws” means any laws relating to terrorism or money laundering, including Executive Order No. 13224 (effective September 24, 2001), the USA PATRIOT Act, the laws comprising or implementing the Bank Secrecy Act, and the laws administered by OFAC.

“Approved Vendor” means any vendor listed on Appendix R or otherwise reasonably approved by Buyer.

“ASME” means American Society of Mechanical Engineers.

“Assumed Daily Deliveries” has the meaning set forth in Section 13.4(c).

“ASTM” means American Society for Testing and Materials.

“Authorized Auditors” means representatives of Buyer or Buyer’s Authorized Representative who are authorized to conduct audits on behalf such Buyer.

“Authorized Representative” means, with respect to each Party, the Person designated as such Party’s authorized representative pursuant to Section 14.1.

“Availability Standards” means the program set forth in Section 40.9 of the CAISO Tariff, as it may be amended, supplemented or replaced (in whole or in part) from time to time, setting forth certain standards regarding the desired level of availability for Resource Adequacy (as defined in the CAISO Tariff) resources and possible charges and incentive payments for performance thereunder.

“Available Hours” has the meaning set forth on Appendix K-1.

“Bankruptcy” means any case, action or proceeding under any bankruptcy, reorganization, debt arrangement, insolvency or receivership law or any dissolution or liquidation proceeding commenced by or against a Person and, if such case, action or proceeding is not commenced by such Person, such case, action or proceeding shall be consented to or acquiesced in by such Person or shall result in an order for relief or shall remain undismissed for ninety (90) days.

“Bankruptcy Code” means Title 11 of the United States Code entitled “Bankruptcy”, as now and hereafter in effect.

“BESS” means the thirty-three (33) MW four-hour lithium-ion battery energy storage system included in the Facility, consisting of battery storage modules and racks, power conversion and transformation equipment, battery management systems, equipment for communication, thermal regulation, environmental conditioning and safety, control systems and related software, enclosures, and such other incidental or ancillary equipment or components as may be necessary or appropriate, in each case, charged solely by energy produced by the PV System.

“BESS Capacity Payment” means commencing on the first full month after the Commercial Operation Date and each full month during the Delivery Term thereafter, the product of the BESS Capacity Price or Adjusted BESS Capacity Price, as applicable, multiplied by the BESS Contract Capacity (measured in kW).

“BESS Capacity Price” means Six Dollars and Eighty Cents (\$6.80) per kW-month.

“BESS Communication Protocol” has the meaning set forth in Section 7.3(e).

“BESS Contract Capacity” means thirty-three (33) MW net nameplate capacity.

“BESS Energy Meter” means the CAISO-approved and CAISO-polled Electric Metering Device at the BESS dedicated solely to the BESS, depicted on Appendix O.

“BESS Excused Conditions” means (a) any Excused Condition and (b) any period during which Seller is unable to generate or deliver energy to the Point of Delivery to the extent caused by (i) the Operating Restrictions in Appendix Q or (ii) a Storage Capacity Test (as described in Appendix K-1 and Appendix K-3).

“BESS Instructions” means the instructions, and any subsequent updates, in either case directed by Buyer or the CAISO via the BMS or another method of communication, to charge or discharge the BESS, in each case in a manner consistent with the BESS Communication Protocol and the terms and conditions of this Agreement.

“BESS Metered Input” means all Energy delivered to the BESS, as measured in MWh by the BESS Energy Meter in compliance with CAISO metering rules.

“BESS Metered Output” means all Energy delivered to the Point of Delivery from the BESS (net of all auxiliary loads, station electrical uses and electrical losses from the BESS to the Point of Delivery), as measured in MWh by the BESS Energy Meter in compliance with CAISO metering rules.

“BESS Performance Guarantees” means, collectively, the Dischargeable Energy Performance Guarantee, the Round Trip Efficiency Performance Guarantee and the Monthly BESS Availability Guarantee.

“BMS” means the battery control and management system for the BESS.

“Brown Act” has the meaning set forth in Section 14.21(e).

“Business Day” means any day that is not a Saturday, a Sunday, or a day on which commercial banks are authorized or required to be closed in Los Angeles, California or New York, New York.

“Buyer” has the meaning set forth in the preamble of this Agreement.

“CAISO” means the California Independent System Operator.

“CAISO Tariff” means the CAISO FERC Electric Tariff, Fifth Replacement Volume, including the rules, protocols, procedures and standards attached thereto and any replacement thereof or successor thereto in effect.

“Cal-OSHA” means the California Occupational Safety & Health Administration.

“CAMD” means the Clean Air Markets Division of the EPA and any other state, regional or federal or intergovernmental entity or Person that is given authorization or jurisdiction or both over a program involving the registration, validation, certification or transferability of Environmental Attributes.

“Capacity Rights” means the rights, whether in existence as of the Effective Date or arising thereafter during the Agreement Term, to capacity, Resource Adequacy Attributes, Local Capacity Requirement Attributes, associated attributes or reserves, or any of the foregoing as may in the future be defined by the CAISO, or any other balancing authority, reliability entity or Governmental Authority associated with the electric generating capability of the Facility, including the right to resell such rights.

“CEC” means California’s State Energy Resources Conservation and Development Commission, also known as the California Energy Commission.

“CEC Certified” means that the CEC has certified (or, with respect to periods before the date that is one hundred eighty (180) days following the Commercial Operation Date, that the CEC has pre-certified) that the PV System is an eligible renewable energy resource in accordance with RPS Law.

“CEC Compliant” means, when used with respect to the PV System or any other facility at any time, that the PV System or such other facility is CEC Certified and in compliance with the CEC Performance Standard and any other applicable CEC requirements to which it is subject.

“CEC Performance Standard” means, at any time, the applicable greenhouse gas emissions performance standard in effect at such time for baseload electric generation facilities and storage facilities that are owned or operated (or both) by local publicly owned electric utilities, or for which a local publicly owned electric utility has entered into a contractual agreement for the purchase of power and services from such facilities, as established by the CEC or other Governmental Authority having jurisdiction over Buyer.

“CEQA” means the California Environmental Quality Act, California Public Resources Code §§ 21000, et seq.

“CEQA Determinations” means that:

(a) The lead agency conducting the review of the Facility as required under CEQA shall have (i) reviewed and approved the CEQA Documents, (ii) issued a final land use entitlement or other discretionary permit for the Facility, and (iii) filed a notice of determination in compliance with CEQA; and

(b) The applicable period for any legal challenges to any action by either the lead agency or any responsible agency under CEQA shall have expired without any such challenge having been filed or, in the event of any such challenge, the challenge shall have been determined adversely to the challenger by final judgment or settlement.

“CEQA Documents” means an environmental impact report, mitigated negative declaration or equivalent document prepared by or relied upon by the lead agency in approving Permits for the Facility.

“CFTC” has the meaning set forth in Section 14.26.

“Change in Control” means the occurrence, whether voluntary or by operation of law and whether in a single transaction or in a series of related transactions at any time during the Agreement Term, following which one or both of the following is no longer true (i) Seller’s Ultimate Parent directly or indirectly no longer owns more than fifty percent (50%) of the equity ownership interest of Seller and (ii) Seller’s Ultimate Parent directly or indirectly no longer retains the power to control the management and policies of Seller; provided, however, that a Change in Control shall not include any transaction or series of transactions in which the membership interests in Seller or an Upstream Equity Owner are issued or transferred to another Person (a) solely for the purpose of financing the construction or operation of the Facility; *provided* that following such financing Seller’s Ultimate Parent continues to directly or indirectly own more than fifty percent (50%) of Seller and retains the power to control the management and policies of Seller; (b) solely for the purpose of a Tax Equity Financing; (c) indirectly, in connection with a merger, sale or similar transaction at or above the Seller’s Ultimate Parent; or (d) a YieldCo Transfer. Seller shall provide written notice to Buyer prior to the occurrence of any Change in Control in accordance with Section 14.7.

“Change in Law” means a change to any federal, state, local or other law (including any environmental law, EPS Law or RPS Law), resolution, standard, code, rule, ordinance, directive, regulation, order, judgment, decree, ruling, determination, permitting conditions, certification conditions, authorization, or approval of a Governmental Authority or WREGIS, including the adoption of any new law, resolution, standard, code, rule, ordinance, directive, regulation, order, judgment, decree, ruling, determination, permit, certificate, authorization, or approval or the issuance of any replacement or substitute law, resolution, standard, code, rule, ordinance, directive, regulation, order, judgment, decree, ruling, determination, permit, certificate, authorization, or approval, in any case, which occurs after the Effective Date and is binding on a Party, the Parties, or the Facility or any of the products sold therefrom.

“Commercial Operation” means, with respect to the Facility, that (a) Seller has demonstrated, and the Independent Engineer has confirmed in writing, that the conditions set forth in the Independent Engineer certificate attached to Appendix L-2 have been met with respect to the PV System, the BESS, and the Facility as a whole, and (b) Seller has demonstrated, to the reasonable satisfaction of Buyer, that any Appendix L-2 conditions not certified to by the Independent Engineer have been met with respect to the PV System, the BESS, and the Facility as a whole, and in the case of both (a) and (b), the certificates associated therewith have been (i) accepted by Buyer and Buyer has provided notice of such acceptance to Seller confirming the Commercial Operation Date, or (ii) deemed accepted by Buyer in accordance with Section 3.4.

“Commercial Operation Date” means the date on which Commercial Operation of the Facility occurs, as determined pursuant to Section 3.4.

“Commodity Exchange Act” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended, supplemented or otherwise modified from time to time, and any successor statute.

“Compensable Curtailment” means any curtailment by Buyer resulting from (a) Buyer’s failure to schedule (directly or through Buyer’s bidding behavior) PV System Energy available for scheduling hereunder, except during any Curtailment Period and unless excused by Force Majeure, Seller’s failure to perform, or Seller’s Default and (b) a request by Buyer to curtail PV Delivered Energy for any economic reasons, including resulting from Buyer’s bid offers into CAISO.

“Compliance Expenditure Cap” means (a) Fifteen Thousand Dollars (\$15,000) per MW of PV Contract Capacity in any Contract Year or (b) Fifty Thousand Dollars (\$50,000) per MW of PV Contract Capacity in the aggregate through the Delivery Term.

“Compliant” has the meaning set forth in Section 7.7(a).

“Confidential Information” has the meaning set forth in Section 14.21(a).

“Consent and Agreement” has the meaning set forth in Section 13.3.

“Construction Start Date” means the date on which Seller delivers to Buyer a written certification substantially in the form attached hereto as Appendix L-1.

“Construction Start Milestone” means the date that is nine (9) months prior to the Guaranteed Commercial Operation Date, as may be extended pursuant to Section 3.5(b)(i).

“Contract Price” means, with respect to (i) Startup and Test Energy, the price per MWh set forth in paragraph 1 of Appendix A-1, (ii) Excess Energy, the price per MWh set forth in paragraph 3 of Appendix A-1, (iii) Excess Energy > 120%, the price per MWh set forth in paragraph 4 of Appendix A-1 and (iv) any other PV Delivered Energy, the price per MWh set forth in paragraph 2 of Appendix A-1.

“Contract Year” means (i) the Initial Stub Year; (ii) each of the following nineteen (19) calendar years, beginning on the first day of January following the end of the Initial Stub Year and each succeeding twelve (12) month period up to and including the period ending with the December 31 of such nineteenth (19th) calendar year; and (iii) the Final Stub Year.

“Costs” has the meaning set forth in Section 13.4(f)(iii).

“CPRA” has the meaning set forth in Section 14.21(e).

“Curtailment Period” means a period of time during the Delivery Term during which the generation of Delivered Energy is required to be curtailed or reduced (in whole or part) as a result of an order, direction, alert, request, notice, instruction or directive from a Transmission Provider, the CAISO, WECC, NERC, or any other reliability entity due to (a) a System Emergency, (b) system improvements, curtailments, or scheduled and unscheduled repairs or maintenance at or downstream from the Point of Delivery, (c) an event of Force Majeure at or downstream from the Point of Delivery, (d) any reason adversely affecting the normal function and operation of the CAISO grid or a Transmission Provider’s system, as may from time to time be identified by the

CAISO, the Transmission Provider, WECC, NERC, or any other reliability entity. For the avoidance of doubt, the term “Curtailed Period” shall not include curtailments directed by CAISO arising out of the manner in which Buyer causes the Facility to be bid or Scheduled in the CAISO market (e.g., economic bids that do not clear) or any curtailment by Buyer pursuant to Section 7.4(b).

“**Cycle**” has the meaning set forth on Appendix K-1.

“**Daily Delay Damages**” means the liquidated damages specified in Section 3.5(b).

“**Day**” means each day commencing at 12:01 a.m. Pacific Prevailing Time on such day and ending at 12:00 p.m. Pacific Prevailing Time on such day.

“**Day-Ahead Market**” has the meaning set forth in the CAISO Tariff.

“**Deemed Generated Energy**” has the meaning set forth in Section 7.4(c).

“**Default**” has the meaning set forth in Section 13.1.

“**Defaulting Party**” has the meaning set forth in Section 13.1.

“**Delivered Energy**” means, for any period, PV Delivered Energy and BESS Metered Output.

“**Delivery Term**” has the meaning set forth in Section 2.2(b).

“**Delivery Term Security**” has the meaning set forth in Section 5.7(b).

“**Dischargeable Energy**” has the meaning set forth on Appendix K-1.

“**Dischargeable Energy Adjustment Factor**” has the meaning set forth on Appendix K-2.

“**Dischargeable Energy Performance Guarantee**” has the meaning given in Section 9.6(a).

“**Dispute**” has the meaning set forth in Section 14.3(a).

“**Dispute Notice**” has the meaning set forth in Section 14.3(a).

“**Downgrade Event**” means, with respect to the Person providing Project Development Security or Delivery Term Security hereunder, any event that results in (a) the failure of such Person to maintain the credit rating or organizational status of a Qualified Issuer, as applicable, or (b) the commencement by such Person of involuntary or voluntary bankruptcy, insolvency, reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar proceeding (whether under any present or future statute, law or regulation).

“**Early Termination Date**” has the meaning set forth in Section 13.4(a).

“Economic Sanctions Laws” means all laws administered by OFAC or any other Governmental Authority of the United States of America imposing economic sanctions and trade embargoes against Embargoed Targets.

“Effective Date” means the first date that both Seller and Buyer have executed this Agreement.

“Electric Metering Devices” means all meters, metering equipment, and data processing equipment conforming to the requirements set forth in Section 11.7 and used to measure, record, or transmit data relating to the Energy output from the Facility, including the quantities of PV Delivered Energy, BESS Metered Input and BESS Metered Output.

“Eligible Intermittent Resources Protocol” or **“EIRP”** means the Eligible Intermittent Resource Protocol, as may be amended from time to time, as set forth in the CAISO Tariff.

“Embargoed Targets” means countries or Persons designated by Economic Sanctions Laws on which economic sanctions or trade embargoes have been imposed and that prohibit dealings with such countries or Persons.

“Energy” means electrical energy.

“Energy In” has the meaning set forth on Appendix K-3.

“Energy Out” has the meaning set forth on Appendix K-3.

“Environmental Attribute Reporting Rights” means all rights to report ownership of the Environmental Attributes to any Person, including under Section 1605(b) of the Energy Policy Act of 1992, as amended from time to time or any successor statute, or any other current or future international, federal, state or local law, regulation or bill, or otherwise.

“Environmental Attributes” means RECs, and any and all other current or future credits, benefits, emissions reductions, offsets or allowances, howsoever entitled, named, registered, created, measured, allocated or validated (A) that are at any time recognized or deemed of value (or both) by Buyer, applicable law, or any voluntary or mandatory program of any other Governmental Authority or other Person and (B) that are attributable to (i) generation of PV System Energy during the Delivery Term or Replacement Energy required to be delivered by Seller to Buyer during the Delivery Term, (ii) storage of Energy or other services in connection with the BESS and (iii) the emissions or other environmental characteristics of such PV System Energy or such Replacement Energy or its displacement of conventional or other types of Energy generation. Environmental Attributes include any of the aforementioned arising out of legislation or regulation concerned with oxides of nitrogen, sulfur, carbon, or any other greenhouse gas or chemical compound, particulate matter, soot, or mercury, or implementing the United Nations Framework Convention on Climate Change (the “*UNFCCC*”), the Kyoto Protocol to the UNFCCC, California’s greenhouse gas legislation (including RPS Law and California Assembly Bill 32 (Global Warming Solutions Act of 2006) and any regulations implemented pursuant to that act, including any compliance instruments accepted under the California Cap on Greenhouse Gas Emissions and Market-Based Compliance Mechanisms regulations of the California Air Resources Board or any successor regulations thereto) or any similar international, federal, state or local

program or crediting “early action” with a view thereto, laws or regulations involving or administered by the CAMD and all Environmental Attribute Reporting Rights, including all evidences (if any) thereof such as renewable energy certificates of any kind. Environmental Attributes for purposes of this definition are separate from the PV System Energy and do not include (a) investment tax credits, any local, state or federal production tax credits, depreciation deductions or other tax credits providing a tax benefit to Seller or any other Person based on an ownership or security interest in the Facility or PV System Energy, including any investment or production tax credit expected to be available to Seller with respect to the Facility, (b) any other depreciation deductions and benefits, and other tax benefits arising from ownership or operation of the Facility and (c) cash grants or other financial incentives from any local, state or federal government available to Seller with respect to the Facility.

“**EPA**” means the United States Environmental Protection Agency.

“**EPC Contractor**” means D.H. Blattner & Sons, Inc. or one or more engineering, procurement, and construction contractors, or if not utilizing an engineering, procurement and construction contractor, one or more entities having lead responsibility for the management of overall construction activities, selected by Seller, with substantial experience in the engineering, procurement, and construction of power plants of the same type as the PV System and battery energy storage facilities of the same type as the BESS.

“**EPS Compliance**” or “**EPS Compliant**” when used with respect to the Facility or any other facility providing Replacement Energy at any time, means that the Facility or facility, as applicable, satisfies both the PUC Performance Standard and the CEC Performance Standard in effect at the time; *provided*, if it is impossible for the Facility or facility, as applicable, to satisfy both the PUC Performance Standard and the CEC Performance Standard in effect at any time, the Facility or facility, as applicable, shall be deemed EPS Compliant if it satisfies the CEC Performance Standard in effect at the time and those portions of the PUC Performance Standard in effect at the time that it is possible for the Facility or facility, as applicable, to satisfy while at the same time satisfying the CEC Performance Standard in effect at the time.

“**EPS Law**” means Sections 8340 and 8341 of the California Public Utilities Code or its successor or comparable state or federal programs.

“**Escrow Account**” has the meaning set forth in the definition of “*Acceptable Form of Performance Assurance*”.

“**Excess Compliance Cost**” has the meaning set forth in Section 7.7(b).

“**Excess Energy**” means, in any Contract Year, PV Delivered Energy in excess of one hundred and ten percent (110%), and up to one hundred and twenty percent (120%), of the Annual Contract Quantity for such Contract Year, which deliveries shall be verified in invoices provided by Seller as set forth in Section 11.3(a).

“**Excess Energy > 120%**” means, in any Contract Year, PV Delivered Energy in excess of one hundred and twenty percent (120%) of the Annual Contract Quantity for such Contract Year, which deliveries shall be verified in invoices provided by Seller as set forth in Section 11.3(a).

“Excused Conditions” means; (a) any period during which Seller is unable to generate or deliver energy to the Point of Delivery to the extent caused by (i) an event of Force Majeure or (ii) System Emergency, (b) any Curtailment Period; (c) any Permitted Scheduled Outage Period; and (d) any curtailment of the Facility arising out of or resulting from the manner in which Buyer bids, offers, or schedules the Facility, the PV System Energy or any Products, or in which Buyer fails to do so, including any non-compliance with the Operating Restrictions.

“Expected Commercial Operation Date” means June 30, 2023.

“Facility” means the co-located PV System and BESS to be located on the Site, including the structures, facilities, equipment, fixtures, appurtenances, improvements and associated real and personal property, physical and intangible property, and other rights and interests as further described in Appendix B-1 and depicted on Appendix B-2, including all property interests and related transmission and other facilities.

“Facility Debt” means any senior or subordinated construction, interim or long-term debt financing (including any backleverage or working capital debt) or refinancing for or in connection with the development, construction, purchase, ownership, installation or operation of the Facility, including (a) any financing or refinancing provided to Seller or any Upstream Equity Owner with respect to the Facility (including as part of a portfolio with other energy generation projects) and (b) any interest rate protection agreements hedging any of the foregoing debt obligations.

“Facility Lender” means (a) any financing party providing any Facility Debt or any trustee or agent acting on behalf of any such financing party or parties and (b) any Tax Equity Investor providing any equity financing or refinancing for or in connection with the development, construction, purchase, ownership, installation or operation of the Facility, including in connection with any Tax Equity Financing or Sale Leaseback Financing or refinancing.

“Fair and Reasonable” has the meaning set forth in the definition of **“Special Purpose Entity”**.

“FERC” means the Federal Energy Regulatory Commission.

“Final Stub Year” means the period beginning on the first day of January following the nineteenth (19th) full calendar year referenced in clause (ii) of the definition of “Contract Year” and ending at 24:00 hours on the date that, together with the number of days in the Initial Stub Year, would be equal to three hundred sixty-five (365) days.

“Force Majeure” has the meaning set forth in Section 14.6(b).

“Force Majeure Notice” has the meaning set forth in Section 14.6(a).

“Forced Outage” means the removal of service availability of the Facility, or any portion of the Facility, for emergency reasons or conditions in which the Facility, or any portion thereof, is unavailable due to unanticipated failure, including as a result of Force Majeure.

“Full Capacity Deliverability Status” or **“FCDS”** has the meaning set forth in the CAISO Tariff.

“Gains” has the meaning set forth in Section 13.4(f)(i).

“Generator Interconnection Agreement” means the agreement and associated documents (or any successor agreement and associated documentation approved by FERC) by and among Seller, Southern California Edison, and the CAISO governing the terms and conditions of Seller’s interconnection with the CAISO grid, including any description of the plan for interconnecting to the CAISO grid.

“Governmental Authority” means any federal, state, regional, city or local government, any intergovernmental association or political subdivision thereof, or other governmental, regulatory or administrative agency, court, commission, administration, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority with jurisdiction over the Parties, the Facility, or this Agreement, or any Person acting as a delegate or agent of any Governmental Authority; *provided* that “Governmental Authority” specifically excludes Buyer and the Participating Members.

“Green Value” consists of the market value of (a) avoided greenhouse gas emissions and/or credits associated with RPS Compliant energy, and (b) all other Environmental Attributes and avoided emissions related attributes and benefits that would otherwise have been realized had Seller generated the PV Delivered Energy for the applicable Contract Year, and shall be calculated as an amount equal to the time weighted average of the prices of greenhouse gases and other Environmental Attributes (as published in commercial indices related to California energy markets) that would have been realized for each MWh of the Shortfall Energy; *provided*, that if for any Contract Year there does not exist a liquid trading market that is mutually agreeable to the Parties to determine such Green Value, the Green Value will be equal to the replacement cost for the attributes described in clauses (a) and (b) above, expressed in \$/MWh, as of the final day of the Contract Year in which the applicable Shortfall Energy accrues.

“Guaranteed Commercial Operation Date” means September 30, 2023, as may be extended pursuant to Section 3.5(b)(i).

“Guaranteed Delivered Energy” means, with respect to each Measurement Period, eighty-five (85%) of the Annual Contract Quantity for such Measurement Period as specified on Appendix C.

“Guaranteed Dischargeable Energy” has the meaning set forth on Appendix K-1.

“IEEE” means the Institute of Electrical and Electronics Engineers.

“Indemnitees” has the meaning set forth in Section 14.19(a).

“Independent Engineer” means (a) DNV, RRC, REVAMP or Leidos, or (b) if none of the firms identified in clause (a) are selected by Seller, then a Person mutually acceptable to both Parties.

“Initial Stub Year” means the period beginning on the Commercial Operation Date and ending at 24:00 hours on December 31 in the year during which the Commercial Operation Date occurs.

“Insurance” means the policies of insurance as set forth on Appendix F.

“Interconnection Delay” means the Participating TO’s Interconnection Facilities, Distribution Upgrades, and Network Upgrades (each, as defined in the Generator Interconnection Agreement) are not complete such that the Facility can interconnect at the Point of Interconnection by April 15, 2023, except to the extent such delay is caused by any acts or omissions of Seller or any Affiliate of Seller.

“Interest Rate” has the meaning set forth in Section 11.4.

“ISA” means the Instrument Society of America.

“Key Milestone” means a Milestone for which liquidated damages are provided in Appendix I.

“kW” means kilowatt in alternating current, or AC.

“kWh” means kilowatt-hours.

“Land Lease” means an agreement to be entered into for Seller to use real estate as described in Appendix M.

“Legal Opinion” means an executed original of a written legal opinion of counsel for Seller, or other counsel reasonably acceptable to Buyer, addressed to Buyer and dated as of the Effective Date, covering the opinions set forth on Appendix S.

“Lessor” means any lessor of real property for the Facility pursuant to a Site Control Document.

“Licensed Professional Engineer” means an independent, professional engineer reasonably acceptable to Buyer, licensed in the State of California, and otherwise qualified to perform the work required hereunder.

“Lien” means any mortgage, deed of trust, lien, security interest, retention of title or lease for security purposes, pledge, charge, encumbrance, equity, attachment, claim, easement, right of way, covenant, condition or restriction, leasehold interest, purchase right or other right of any kind, including any option, of any other Person in or with respect to any real or personal property.

“Local Capacity Requirement Attributes” means the benefits or attributes now or existing in the future based on the procurement obligations of Buyer with respect to local resource capacity requirements as prescribed by the PUC, the CAISO or other regional entity, and that are associated with the electric generating capability of the Facility.

“Locational Marginal Price” or **“LMP”** has the meaning set forth on Appendix C of the CAISO Tariff.

“Losses” has the meaning set forth in Section 13.4(f)(ii).

“Major Maintenance Blockout” has the meaning set forth in Section 4.4(b).

“Market Price Index” means the weighted average of the Integrated Forward Market hourly price for all the Reference Hours in the Measurement Period, as published by the CAISO, for the SP-15 Existing Zone Generation Trading Hub (as defined in the CAISO Tariff) weighted by hourly and monthly volumes in the forecast most recently delivered by Seller pursuant to Section 7.3(c); *provided*, that in the event there are no longer market prices for SP-15 Existing Zone Generation Trading Hub, the Parties will mutually agree to a replacement market price index that most closely reflects the geographic location of the SP-15 Existing Zone Generation Trading Hub at the Effective Date; and, *provided*, further, that if a market price index for solar energy that would more accurately track the price of the PV Delivered Energy is created, the Parties may mutually agree to adapt such index price as the “Market Price Index” at such time.

“Maximum Delivery Rate” means the maximum hourly rate of delivery of PV Delivered Energy in MWh, which shall be sixty-five (65) MW per hour.

“Measurement Period” means each rolling two (2) Contract Year period, beginning with the first full Contract Year occurring after the Commercial Operation Date.

“Milestone” has the meaning set forth in Section 3.5(a).

“Milestone Date” has the meaning set forth in Section 3.5(a).

“Minimum Dischargeable Energy Performance Guarantee” has the meaning set forth on Appendix K-1.

“Minimum Round Trip Efficiency Performance Guarantee” has the meaning set forth on Appendix K-1.

“Month” means a calendar month commencing at 12:01 a.m. Pacific Prevailing Time on the first day of such month and ending at 12:00 p.m. Pacific Prevailing Time on the last day of such month.

“Monthly BESS Availability” has the meaning set forth on Appendix K-1.

“Monthly BESS Availability Guarantee” has the meaning set forth in Section 9.6(a).

“Moody’s” means Moody’s Investor Services, Inc.

“MW” means megawatt in alternating current, or AC.

“MWh” means megawatt-hours.

“NERC” means the North American Electric Reliability Corporation.

“New Resource Implementation Process” or **“NRIP”** means the process and requirements for new resource implementation, as amended from time to time, as set forth in the CAISO Tariff.

“Non-Defaulting Party” has the meaning set forth in Section 13.4(a).

“Notifying Party” has the meaning set forth in Section 14.3(a).

“O&M Agreement” means the agreement for the provision of operation and maintenance services for the Facility entered into or to be entered into by and between Seller and a Qualified Operator.

“OFAC” means the U.S. Department of Treasury’s Office of Foreign Assets Control.

“Operating Restrictions” means the restrictions set forth on Appendix Q.

“OSHA” means the Occupational Safety and Health Administration of the United States Department of Labor.

“Outside Commercial Operation Date” means June 30, 2024, which date may not be extended for any reason.

“Pacific Prevailing Time” means the local time in the State of California.

“Participating Members” means the City of Vernon and the City of Cerritos.

“Party” or **“Parties”** has the meaning set forth in the preamble of this Agreement.

“Performance Security” means the Project Development Security or Delivery Term Security for the Facility, together or individually, as applicable.

“Period Hours” has the meaning set forth on Appendix K-1.

“Permits” means all applications, permits, licenses, franchises, certificates, concessions, consents, authorizations, certifications, self-certifications, approvals, registrations, orders, filings, entitlements and similar requirements of whatever kind and however described that are required to be filed, submitted, obtained or maintained by any Person with respect to the development, siting, design, acquisition, construction, equipping, financing, ownership, possession, shakedown, start-up, testing, operation or maintenance of the Facility, the production, sale and delivery of Products from the Facility, including Energy, Capacity Rights and Environmental Attributes, or any other transactions or matter contemplated by this Agreement (including those pertaining to electrical, building, zoning, environmental and occupational safety and health requirements), including CEQA Determinations and the Permits described in Appendix B-1.

“Permitted Encumbrances” means (a) the Lien in favor of the Facility Lender, (b) any Lien approved by Buyer in a writing separate from this Agreement that expressly identifies the Lien as a Permitted Encumbrance, (c) Liens for Taxes not yet due or for Taxes being contested in good faith by appropriate proceedings, so long as such proceedings do not involve a risk of the sale, forfeiture, loss or restriction on the use of the Facility or any part thereof, *provided* that such proceedings end by the expiration of the Agreement Term, (d) suppliers’, vendors’, mechanics’, workman’s, repairman’s, employees’ or other like Liens arising in the ordinary course of business for work or service performed or materials furnished in connection with the Facility for amounts

the payment of which is either not yet delinquent or is being contested in good faith by appropriate proceedings so long as such proceedings do not involve a risk of the sale, forfeiture, loss or restriction on use of the Facility or any part thereof, and (e) easements, rights-of-way, reservations, restrictions, defects in title, encroachments and other similar non-monetary encumbrances that have been identified to Buyer in writing prior to the Commercial Operation Date and that do not interfere with or impair the operation of the Facility or performance of Seller's obligations as contemplated by this Agreement.

"Permitted Scheduled Outage Period" means eighty-eight (88) hours per Contract Year in which Seller performs Scheduled Outages meeting the requirements of Section 4.4, beginning in the first full Contract Year of the Delivery Term.

"Person" means any individual, corporation, partnership, joint venture, limited liability company, association, joint stock company, trust, unincorporated organization, entity, government or other political subdivision.

"Pnode Price" means the Locational Marginal Price of the Facility's Pnode at the Point of Delivery, as determined by CAISO, which, for the avoidance of doubt, shall not include the value of any Environmental Attributes or Capacity Rights, if any.

"Point of Delivery" means the COLWATER_2_LN001 CAISO PNODE at the Kramer Substation in San Bernardino County, California, or such other substantially similar point agreed to by the Parties prior to the Commercial Operation Date.

"Point of Interconnection" means Seller's 220kV bus of the Kramer Substation in San Bernardino County, California.

"Present Value Rate" means, at any date, the sum of 0.50% plus the yield reported on page "USD" of the Bloomberg Financial Markets Services Screen (or, if not available, any other nationally-recognized trading screen reporting on-line intraday trading in United States government securities) at 11:00 a.m. (New York City, New York time) for the United States government securities having a maturity that most nearly matches the Remaining Term at that date.

"Products" means any and all Delivered Energy, Capacity Rights, Environmental Attributes, and ancillary products, services or attributes similar to the foregoing that are or can be produced by, or are associated with, the Facility, whether now attainable or established in the future, including delivered energy, renewable attributes, and renewable energy credits. The REC Products shall meet the standard of "Portfolio Content Category 1" as defined by RPS Law.

"Project Development Security" has the meaning set forth in Section 5.7(a).

"Prudent Utility Practices" means those practices, methods, and acts, that are commonly used by a significant portion of the solar-power generation industry and the battery energy storage industry, (including, if applicable, the co-located solar power generation and battery storage industry), in each case, in prudent engineering and operations to design, construct, and operate and maintain electric equipment (including solar-powered facilities and battery energy storage facilities) lawfully and with safety, dependability, reliability, efficiency, and economy, including any applicable practices, methods, acts, guidelines, standards and criteria of the CAISO, FERC,

NERC, WECC, as each may be amended from time to time, and all applicable Requirements of Law. Prudent Utility Practices are not intended to be limited to the optimum practice, method, or act, to the exclusion of all others, but rather is intended to include a range of acceptable practices, methods, and acts generally accepted in the industry.

“Public Utilities Code” means the Public Utilities Code of the State of California, as may be amended from time to time.

“PUC” means the California Public Utilities Commission and any successor thereto.

“PUC Performance Standard” means, at any time, the greenhouse gas emission performance standard in effect at such time for electric generation facilities owned or operated (or both) by load-serving entities and not local publicly-owned electric utilities, or for which a load-serving entity and not a local publicly owned electric utility has entered into a contractual agreement for the purchase of power from such facilities, as established by the PUC or other Governmental Authority under the EPS Law.

“PV Contract Capacity” means sixty-five (65) MWac, as measured by the sum of inverter nameplate capacity.

“PV Delivered Energy” means PV System Energy (net of all auxiliary loads, station electrical uses and electrical losses from the PV System to the Point of Delivery), as measured in MWh by the PV Energy Meter in compliance with CAISO metering rules.

“PV Energy Meter” means CAISO-approved and CAISO-polled Electric Metering Device located at the PV System dedicated solely to the PV System as depicted on Appendix O.

“PV System” means the solar photovoltaic electric generating facility to be developed, constructed, owned and operated by Seller (as further described on Appendix B-1).

“PV System Energy” means Energy generated by the PV System.

“QRE” has the meaning set forth in Section 8.4.

“Qualified Buyer Assignee” means any (a) Participating Member or (b) any other non-participating member of Buyer that, in each case, (i) executes a written assumption agreement in favor of Seller pursuant to which such Person assumes all of the obligations of Buyer under this Agreement and the Ancillary Documents and (ii) is rated (A) “Baa2” or higher by Moody’s and “BBB” or higher by S&P, if such Person is rated by both Moody’s and S&P, (B) “Baa2” or higher by Moody’s or “BBB” or higher by S&P if such Person is rated by either S&P or Moody’s, or (C) equivalent ratings by any other credit rating agency of recognized national standing.

“Qualified Issuer” means a Person (a) acceptable to Buyer or (b) that maintains a United States domestic branch, and a current long-term credit rating (corporate or long-term senior unsecured debt) of (1) “A2” or higher by Moody’s and “A” or higher by S&P, if such Person is rated by both Moody’s and S&P or (2) “A2” or higher by Moody’s, or “A” or higher by S&P if such Person is rated by either S&P or Moody’s.

“Qualified Operator” means Clearway Renewable Operation & Maintenance LLC, a limited liability company organized and existing under the laws of the State of California, or (a) with respect to the PV System portion of the Facility, a Person reasonably acceptable to Buyer that has at least three (3) years of operating experience with photovoltaic solar powered generation facilities that are in excess of sixty-five (65) MW in capacity and (b) with respect to the BESS, a Person reasonably acceptable to Buyer that has operating experience with battery energy storage systems that are comparable in size, configuration and capabilities to the BESS, including being connected to, or feeding Energy to, a high voltage transmission level.

“Qualified Transferee” means a Person that (a) maintains, or whose direct or indirect parent maintains, a current long-term credit rating (corporate or long-term senior unsecured debt) of (i) “A2” or higher by Moody’s and “A” or higher by S&P, if such Person is rated by both Moody’s and S&P or (ii) “Aa2” or higher by Moody’s, or “AA” or higher by S&P if such Person is rated by either S&P or Moody’s, or (iii) equivalent ratings by any other credit rating agency of recognized national standing, (b) has a tangible net worth of at least One Hundred and Fifty Million Dollars (\$150,000,000.00), or (c) is reasonably acceptable to Buyer, and in each case (d) (i) executes a written assumption agreement in favor of Buyer pursuant to which any such Qualified Transferee shall assume all the obligations of Seller under this Agreement (except in each case where Seller remains a Party to this Agreement); (ii) retains or causes the subsequent owner to retain a Qualified Operator to operate the Facility and has four (4) years of experience owning, leasing, or managing electrical generation through renewable resources with at least two (2) projects of fifty (50) MW or higher and (iii) is not at the time of transfer in a litigation, arbitration or other formal dispute resolution proceeding against Buyer or a Participating Member.

“Quality Assurance Program” or **“Q/A Program”** has the meaning set forth in Section 5.5.

“Real-Time LMP” means the LMP for the Real-Time Market for the applicable Settlement Interval.

“Real-Time Market” has the meaning set forth in the CAISO Tariff.

“REC” or **“Renewable Energy Credit”** means a certificate of proof associated with the generation of electricity from an eligible renewable energy resource, which certificate is issued through the accounting system established, used or approved by the CEC pursuant to the RPS Law, evidencing that a stated quantity of energy (of at least one (1) MWh and in whole units only) was generated and delivered from such eligible renewable energy resource. Such certificate is a tradable environmental commodity (also known as a “green tag” or “renewable energy certificate”) for which the owner of the REC can evidence that it has purchased Energy that is CEC Certified.

“Recapture Period” means the period from the date that the Facility is placed in service for U.S. federal income tax purposes until the date that is five (5) full years from the date that the Facility is placed in service for U.S. federal income tax purposes.

“Recipient Party” has the meaning set forth in Section 14.3(a).

“Reference Hour” means any hour from hour-ending 0700 to hour-ending 2200 (i.e., 7:00 a.m. to 9:59 p.m.) on Monday through Sunday, Pacific Prevailing Time, excluding NERC holidays.

“Remaining Term” means, at any date, the remaining portion of the Delivery Term at that date without regard to any early termination of this Agreement.

“Remedial Action Plan” has the meaning set forth in Section 3.5(a).

“Replacement Capacity Rights” means Capacity Rights, if any, equivalent to those that would have been provided by the Facility during the Contract Year for which the Replacement Product is being provided.

“Replacement Energy” means Energy that is produced by a facility (or facilities) other than the Facility that, at the time delivered to Buyer, (a) is both RPS Compliant and, if applicable, EPS Compliant, and (b) qualifies under California Public Utilities Code Section 399.16(b)(1).

“Replacement Price” has the meaning set forth in Section 7.7(c).

“Replacement Product” means (a) Replacement Energy, and (b) Replacement Capacity Rights.

“Requirement of Law” means any federal, state, local or other law (including Anti-Corruption Laws, Anti-Terrorism Laws, Economic Sanctions Laws and any environmental law, EPS Law or RPS Law), resolution, standard, code, rule, ordinance, directive, regulation, order, judgment, decree, ruling, determination, permit, certificate, authorization, or approval of a Governmental Authority, including those pertaining to electrical, building, zoning, environmental and occupational safety and health requirements.

“Requirements” means, collectively, (a) any standards or requirements of ASTM, ASME, EPA, IEEE, ISA, National Electrical Code, National Electric Safety Code, OSHA, Cal-OSHA, Uniform Building Code, or Uniform Plumbing Code applicable to the design or construction of the Facility, (b) any applicable local county fire department standards or codes, (c) Prudent Utility Practices, (d) all applicable Requirements of Law, including the UCC, (e) Seller’s Quality Assurance Program, and (f) all other requirements of this Agreement.

“Resource Adequacy Attributes” means the benefits or attributes, if any, now or existing in the future based on the procurement obligations of Buyer with respect to Resource Adequacy as prescribed by the PUC, the CAISO or any other regional entity, and that are associated with the electric generating capability of the Facility. Buyer will be entitled to all Resource Adequacy Attributes from the Facility. Resource Adequacy estimates will be calculated using the PUC methodology for calculating qualifying capacity for co-located resources.

“RFP” has the meaning set forth in the recitals to this Agreement.

“Round Trip Efficiency” or **“RTE”** has the meaning set forth on Appendix K-1.

“Round Trip Efficiency Adjustment Factor” has the meaning set forth on Appendix K-2.

“Round Trip Efficiency Performance Guarantee” has the meaning set forth in Section 9.6(a).

“RPS Compliance” or **“RPS Compliant”** means, when used with respect to the PV System or any other facility at any time, that all Energy generated by such facility at all times shall, together with all of the associated Environmental Attributes, qualify as a “portfolio content category 1” eligible renewable resource, or equivalent if the RPS Law is changed, under the RPS Law and meet the requirements of Public Utilities Code Section 399.16(b)(1).

“RPS Compliance Period” means each “Compliance Period” as defined in the RPS Law.

“RPS Law” means the California Renewable Energy Resources Act, including the California Renewables Portfolio Standards Program, Article 16 of Chapter 2.3 of Part 1 of Division 1 of the Public Utilities Code, California Public Resources Code § 25740 through 25751, Division 25.5 of California Health and Safety Code (commencing with Section 38580) and any related regulations or guidebooks promulgated by the CEC or, as applicable, the California Air Resources Board, and as all of the foregoing may be promulgated and implemented from time to time, and any replacement laws or regulations.

“S&P” means Standard & Poor’s Financial Services LLC.

“Sale Leaseback Financing” means a sale leaseback whereby the Facility or the Site (which for purposes of this definition shall exclude any easements associated with the transmission line) is sold by Seller to one or more investors (each, a **“Sale Leaseback Lessor”**) and leased back by Seller and Seller retains a right of quiet enjoyment over the Site (or the Facility, as applicable) during the lease term as long as Seller pays Sale Leaseback Lessor thereof rent and meets its other obligations under the lease; *provided* that a Sale Leaseback Financing shall comply with the provisions of Section 12.5(d).

“Sale Leaseback Lessor” has the meaning set forth in the definition of **“Sale Leaseback Financing”**.

“SCADA” means the supervisory control and data acquisition system for the Facility.

“Schedule” or **“Scheduling”** means the actions of Seller and Buyer, their Authorized Representatives, and the Transmission Providers, if applicable, of notifying, requesting and confirming to the CAISO the amounts of Delivered Energy and Replacement Product expected to be delivered (from the PV System or the BESS) consistent with the Scheduling interval at the Point of Delivery on any given date following the Commercial Operation Date and during the Delivery Term, all in the manner contemplated by the CAISO Tariff.

“Scheduled Outage” means any outage with respect to the Facility other than a Forced Outage.

“Scheduled Outage Projection” has the meaning set forth in Section 4.4(b).

“Scheduling Coordinator” has the meaning set forth in the CAISO Tariff.

“Scheduling Procedures” has the meaning set forth in Section 7.3(g).

“Seller” has the meaning set forth in the preamble of this Agreement.

“Seller’s Ultimate Parent” means, (a) as of the Effective Date, Clearway Energy Group LLC, (b) as of the effective date of any YieldCo Transfer, each of Clearway Energy Group LLC, Clearway Energy, Inc., or Hannon Armstrong Sustainable Infrastructure, and (c) from and after any other Change in Control where Seller’s Ultimate Parent entity changes, the entity set forth in Schedule 12.2(h) as Seller’s Ultimate Parent.

“Settlement Interval” has the meaning set forth in the CAISO Tariff.

“Shortfall Damages” has the meaning set forth in Section 9.3.

“Shortfall Energy” has the meaning set forth in Section 9.1.

“Shortfall Makeup Period” means the Contract Year following the end of the Measurement Period during which Shortfall Energy accrues.

“Site” means the real property (including all fixtures and appurtenances thereto) and related physical and intangible property generally identified in Appendix B-2 as owned or leased by Seller where the Facility is located or will be located, and including any easements, rights-of-way or contractual rights held or to be held by Seller for transmission lines or roadways servicing such Site or the Facility located (or to be located) thereon.

“Site Control” means that the Site Control Documents have been executed by Seller and each counterparty thereto and are in full force and effect and such Site Control Documents are sufficient, in Seller’s reasonable discretion, to permit Seller to fulfill all of its then-current obligations under this Agreement.

“Site Control Documents” means the real property leases and easements for the Site that together establish Site Control, including (a) each Land Lease, and (b) the documents listed on Appendix M.

“Special Purpose Entity” means a limited liability company which at all times on and after the Effective Date meets the following conditions:

(a) shall not (i) (A) engage in any consolidation or merger with or into any other business entity, (B) acquire by purchase or otherwise all or substantially all of the business or assets of or beneficial interest in any other entity, or (C) transfer, lease or sell, in one transaction or any combination of transactions, all or substantially all of its properties or assets, except in each such case to the extent permitted herein; (ii) modify, amend or waive any provisions of its organizational documents in a manner inconsistent with its status as a Special Purpose Entity;

(b) notwithstanding its omnibus powers was organized solely for the purpose of acquiring, developing, owning, holding, selling, financing, leasing, transferring, exchanging, managing and operating the Facility, entering into offtake agreements such as this Agreement with

Buyer, and transacting lawful business that is incident, necessary and appropriate to accomplish the foregoing;

(c) has not been, is not, and will not be engaged in any business unrelated to the acquisition, development, construction, ownership, management or operation of the Facility or a larger project of which the Facility is a component part;

(d) other than excess real property rights, has not had, and does not have and will not have, any assets other than those related to the Facility or to any larger project of which the Facility is a component part;

(e) has held itself out as and will hold itself out to the public as a legal entity separate and distinct from any other entity and has not failed and will not fail to correct any known misunderstanding regarding the separate identity of such entity;

(f) has maintained and will maintain its accounts, organizational books and records, resolutions and agreements separate from any other Person and has filed and will file its own tax returns (except to the extent treated as a “disregarded entity” for tax purposes and not required to file tax returns under applicable law);

(g) has maintained and will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person;

(h) has not entered into or been a party to, and will not enter into or be a party to, any transaction with its members or Affiliates, except (i) on terms that are intrinsically fair, commercially reasonable or no less favorable to it than would be obtained in a comparable arm’s length transaction with an unrelated third party (“**Fair and Reasonable**”); (ii) in connection with the development or construction of the Facility; or (iii) as otherwise set forth and permitted in this Agreement;

(i) does not and will not have any obligation to indemnify, and has not indemnified and will not indemnify any Person other than (i) its officers, managers, or members, as the case may be in connection with activities related to the performance of this Agreement, or (ii) entities requiring indemnification in the normal course of business in connection with the development, construction, ownership, and operation of the Facility;

(j) has considered and shall consider the interests of its creditors, if any, in connection with all limited liability company actions, if at any time it perceives that it is not or believes that it may not be (i) solvent or (ii) able to pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due;

(k) does not and will not have any of its obligations guaranteed by any Affiliate and does not and will not hold itself out as being responsible for the debt obligations of any other Person, except (i) any parent guarantees that may be issued by an upstream Affiliate for any Facility Debt, hedge for the Facility, Tax Equity Financing or construction and/or supply agreements necessary for the construction of the Facility, or (ii) in accordance with the Generator Interconnection Agreement;

(l) has (i) complied and will comply with the terms and provisions contained in its organizational documents, and (ii) has observed and will observe all customary limited liability company formalities under applicable laws and its organizational documents;

(m) has not and will not commingle its funds or assets with those of any Person and has not participated and will not participate in any joint or connected bank accounts with any other Person;

(n) has held and will hold its assets in its own name and will conduct all business in its own name;

(o) has paid and will pay its own liabilities and expenses, including the salaries of any employees it might have, out of its own funds and assets and will maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations, except with respect to expenses paid by the tax equity partnership owning Seller, including asset management, accounting and legal, rent, operation and maintenance fees, property and sales taxes and filing fees;

(p) has not assumed or guaranteed or become obligated for, and will not assume or guarantee or become obligated for, the debts of any other Person (other than an Affiliate of Seller in the interest of the financing of the Facility) and has not held out and will not hold out its credit as being available to satisfy the obligations of any other Person (other than an Affiliate of Seller in the interest of the financing of the Facility), except in accordance with the Generator Interconnection Agreement; *provided, however*, that it may join in any guarantee of the indebtedness of any Affiliate (i) in which all or substantially all of its other Affiliates join as guarantors or co-obligors and, provided further, that such guarantee contains a net worth limitation on the amount of the guaranteed obligations thereunder, a fraudulent transfer savings clause, or other terms as Seller determines to be appropriate to prevent the guarantee from rendering Seller insolvent, or (ii) as otherwise permitted pursuant to this Agreement;

(q) does not have and will not acquire obligations or securities of its members or any Affiliate except as permitted under (h), (k) and (p) of this definition;

(r) now maintains and uses, and will maintain and use, separate invoice bearing its name; such invoices utilized by it or utilized to collect its funds or pay its expenses have borne and shall bear its own name and have not borne and shall not bear the name of any other entity unless such entity is clearly designated as being its agent;

(s) except in connection with the development or construction, or financing of the development or construction of the Facility of any larger project of which the Facility is a component part, has not pledged and will not pledge its assets for the benefit of any other Person, other than Permitted Encumbrances;

(t) is and intends to remain solvent and has paid and intends to continue to pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall have or become due, and has maintained, is maintaining and intends to maintain through intercorporate capital allocation by loans and deposits pursuant to a central cash

management system adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations; and

(u) will have no indebtedness other than (i) debt, if any, in an amount for construction and permanent operations of the Facility, as applicable, considered in light of the types and amounts of other sources of capital used for the Facility that is within reasonable and prudent market norms given the size, type and commercial attributes of the Facility and poses no material risk to its liquidity or its ability to perform its obligations under this Agreement and (ii) such other indebtedness that are expressly permitted pursuant to this Agreement.

“Startup and Test Energy” means PV Delivered Energy, measured in MWh, generated prior to the Commercial Operation Date for which there are certified RECs, measured in MWh, delivered prior to the Commercial Operation Date.

“Storage Capacity Test” means any test or retest of the BESS to establish the Dischargeable Energy and/or Round Trip Efficiency, conducted in accordance with the testing procedures, requirements and protocols set forth on Appendix K-1 and Appendix K-3.

“Subcontract” means any agreement or contract entered into on or after the Effective Date by Seller and a Person other than Buyer, which Person is providing goods or services to Seller that are related to the performance of Seller’s obligations under this Agreement. Subcontracts specifically include any agreement or contract that is referred to or defined as a “subcontract” in the policies, ordinances, codes or laws with which Seller must comply pursuant to this Agreement, or that is made with a “subcontractor” as such term is used or defined in such policies, ordinances, codes, or laws.

“Subcontractor” means any party to a Subcontract with Seller.

“Supplementary Storage Capacity Test Protocol” has the meaning set forth on Appendix K-3.

“System Emergency” means each of the following: (i) “System Emergency” as set forth in the CAISO Tariff and (ii) a condition or situation that in the judgment of Buyer (a) is imminently likely to endanger life or property; or (b) is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, reliability of, or damage to the Transmission System, Transmission Provider’s interconnection facilities (as defined in the Generator Interconnection Agreement) or the transmission systems of others to which the Transmission System is directly connected.

“Taking” has the meaning set forth in Section 12.3(e).

“Tax” or “Taxes” means each federal, state, county, local and other (a) net income, gross income, gross receipts, sales, use, ad valorem, business or occupation, transfer, franchise, profits, withholding, payroll, employment, excise, property or leasehold tax and (b) customs, duty or other fee, assessment or charge of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amount with respect thereto.

“Tax Equity Financing” means, with respect to Seller or any Upstream Equity Owner,

any transaction or series of transactions (a) resulting in a portion of the membership interests in Seller or Upstream Equity Owner, as applicable, being issued or otherwise provided to another Person (a “**Tax Equity Investor**”) in exchange for capital contributions to Seller or Upstream Equity Owner, as applicable, or the Facility being sold to and leased by Seller from a Tax Equity Investor, in either case for the purpose of raising a portion of the funds needed to finance the construction of the Facility by monetizing the Tax credits, depreciation and other tax benefits associated with the Facility (including without limitation any transaction of the type described in this definition that utilizes a lease or inverted lease structure), or (b) consisting of a Sale Leaseback Financing.

“**Tax Equity Investor**” has the meaning set forth in the definition of “**Tax Equity Financing**”.

“**Termination Notice**” has the meaning set forth in Section 13.4(a).

“**Termination Payment**” means a payment in an amount equal to the Non-Defaulting Party’s (a) Losses, plus (b) Costs, minus (c) Gains; *provided, however*, that if such amount is a negative number, the Termination Payment shall be equal to zero.

“**Third Party Sale Replacement Price**” has the meaning set forth in Section 6.2.

“**Transmission Provider**” means the Person operating the Transmission System to and from the Point of Delivery.

“**Transmission Services**” means the transmission and other services required to transmit Delivered Energy to or from the Point of Delivery.

“**Transmission System**” means the facilities utilized to provide Transmission Services.

“**UNAVAILHRS_m**” has the meaning set forth on Appendix K-1.

“**Unexcused Cause**” has the meaning set forth in Section 14.6(b).

“**UNFCCC**” has the meaning set forth in the definition of “**Environmental Attribute**”.

“**Upstream Equity Owner**” means any upstream equity owner of Seller below Seller’s Ultimate Parent.

“**Variable Energy Resource Forecast**” means the final forecast of the Energy to be produced by the PV System prepared by the CAISO in accordance with the Eligible Intermittent Resources Protocol for use in submitting a Schedule for the output of the PV System in the Real-Time Market, and if such forecast is not available, the final forecast for the Energy in the Day-Ahead Market.

“**WECC**” means the Western Electricity Coordinating Council.

“**Western Interconnection**” means the wide synchronous power grid overseen by the WECC.

“**WREGIS**” means Western Renewable Energy Generation Information System.

“**WREGIS Certificates**” has the meaning set forth in Section 8.4.

“**WREGIS Operating Rules**” means the rules describing the operations of the WREGIS, as published by WREGIS.

“**WREGIS Withhold Amount**” has the meaning set forth in Section 11.2.

“**YieldCo Partnership**” means Daggett 2 TargetCo LLC, in whom one hundred percent (100%) of the equity is owned directly or indirectly, by a combination of Clearway Energy Group LLC, Clearway Energy, Inc., and Hannon Armstrong Sustainable Infrastructure.

“**YieldCo Transfer**” means any transaction or series of transactions in which the direct or indirect interests in Seller are transferred to Clearway Energy, Inc., or a subsidiary of Clearway Energy, Inc., and Hannon Armstrong Sustainable Infrastructure, or a subsidiary of Hannon Armstrong Sustainable Infrastructure, following which (a) a majority of the economic interests in the YieldCo Partnership is held, directly or indirectly, by Clearway Energy Group LLC and Hannon Armstrong Sustainable Infrastructure and (b)(i) Clearway Energy, Inc., retains management control over Seller, directly or indirectly through its capacity as the managing member of the YieldCo Partnership, by contract or otherwise and (ii) Clearway Renewable Operation & Maintenance LLC, or another Qualified Operator has been retained to perform the operation and maintenance of the Facility. For the avoidance of doubt, if at any time clause (a) or (b) is not satisfied, then Seller must comply with all requirements set forth in this Agreement with respect to a Change in Control.

Other terms defined herein have the meanings so given when used in this Agreement with initial-capitalized letters.

Section 1.2 Interpretation. In this Agreement, unless a clear contrary intention appears:

- (a) time is of the essence;
- (b) the singular number includes the plural number and vice versa;
- (c) reference to any Person includes such Person’s successors and assigns (regardless of whether such Person’s successors and assigns are expressly referenced in the provision) but, in case of a Party hereto, only if such successors and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;
- (d) reference to any gender includes the other;
- (e) reference to any agreement (including this Agreement), document, act, statute, law, instrument, tariff or Requirement means such agreement, document, act, statute, law, instrument, or tariff, or Requirement, as amended, modified, replaced or superseded and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof,

regardless of whether the reference to the agreement, document, act, statute, law, instrument, tariff, or Requirement expressly refers to amendments, modifications, replacements, or successors;

(f) reference to any Article, Section, or Appendix means such Article of this Agreement, Section of this Agreement, or such Appendix to this Agreement, as the case may be, and references in any Article or Section or definition to any clause means such clause of such Article or Section or definition;

(g) “hereunder,” “hereof,” “hereto” and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article or Section or other provision hereof or thereof;

(h) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term, regardless of whether words such as “without limitation” are expressly included in the applicable provision;

(i) relative to the determination of any period of time, “from” means “from and including,” “to” means “to but excluding” and “through” means “through and including”;

(j) references to any amount of money shall mean a reference to the amount in United States Dollars;

(k) unless otherwise indicated, reference to time shall always refer to Pacific Prevailing Time; and reference to any “day” shall mean a calendar day, unless otherwise indicated; and

(l) the term “or” is not exclusive, regardless of whether “and/or” is used in the applicable provision.

ARTICLE II EFFECTIVE DATE, TERM, AND EARLY TERMINATION

Section 2.1 Effective Date. This Agreement shall be effective as of the Effective Date. No more than five (5) Business Days after the Effective Date, Seller shall deliver (or caused to be delivered) to Buyer (a) copies of all resolutions and other documents evidencing the limited liability actions described in Section 12.2(b), certified by an authorized representative of Seller as being true, correct, and complete, (b) an incumbency certificate signed by the secretary of Seller certifying as to the names and signatures of the authorized representatives of Seller, and (c) the Legal Opinion. No more than ten (10) days after the Effective Date, Seller shall deliver to Buyer the Project Development Security. No more than thirty (30) days after the Effective Date, Seller shall deliver to Buyer, and Buyer shall have received evidence reasonably satisfactory to Buyer that Seller continues to maintain Site Control.

Section 2.2 Term.

(a) **Agreement Term.** The term of this Agreement (the “*Agreement Term*”) shall commence on the Effective Date and end on the last day of the Delivery Term or upon the earlier termination of this Agreement in accordance with the terms hereof.

(b) **Delivery Term.** This Agreement shall have a delivery term (the “**Delivery Term**”) commencing on the Commercial Operation Date and ending at 11:59 p.m. on the date that is twenty (20) years after the Commercial Operation Date, unless sooner terminated in accordance with the terms of this Agreement.

Section 2.3 Survivability. The provisions of Section 2.3, 2.4, 13.4, 14.1 through 14.3, 14.8 through 14.22 and 14.25 shall survive for a period of one (1) year following the termination of this Agreement. The provisions of ARTICLE I shall survive to the extent necessary for the enforcement of other surviving provisions. The provisions of Sections 11.6 and 11.8 shall survive for a period of four (4) years following final payment made by Buyer hereunder or the expiration or termination date of this Agreement, whichever is later. The provisions of Section 5.7, ARTICLE VI, ARTICLE VIII, ARTICLE IX and Sections 11.1 through 11.5 and 11.7 shall continue in effect after termination to the extent necessary to provide for final billing, adjustments, and deliveries (including the provision to Buyer of Replacement Product or Shortfall Damages) related to any period prior to termination of this Agreement.

Section 2.4 Early Termination.

(a) **Early Termination by Mutual Agreement.** This Agreement may be terminated by mutual written agreement of the Parties.

(b) **Early Termination for Default.** This Agreement may be terminated for Default pursuant to Section 13.4.

(c) **Early Termination for Failure to Obtain CEC Certification.** Buyer may, in its sole discretion and without penalty to Buyer, terminate this Agreement, effective upon notice to Seller if Facility is not CEC Certified by the date that is six (6) months after the Commercial Operation Date.

(d) **Early Termination for Force Majeure.** This Agreement may be terminated pursuant to Section 14.6(c).

(e) **Early Termination for Daily Delay Damages.** Buyer may, in its sole discretion and without penalty to Buyer, terminate this Agreement, effective upon notice to Seller, if Seller incurs liability for Daily Delay Damages in an amount equal to, or in excess of, the amount of the Project Development Security.

(f) **Effect of Termination.** Except as otherwise provided herein, any early termination of this Agreement under this Section 2.4 shall be without prejudice to the rights and remedies of a Party for Defaults occurring prior to such termination.

ARTICLE III DEVELOPMENT OF THE FACILITY

Section 3.1 General.

(a) **Project Design.** Seller shall determine the proposed location, design, and configuration of the Facility as it deems appropriate, subject to the Requirements, including the

characteristics and other requirements for the Facility set forth in Appendix B-1, and also subject to any conditions imposed by the lead agency or any responsible agency as part of the CEQA review of the Facility and which Seller deems acceptable.

(b) **Permitting.** Seller, at its expense, shall timely take all steps necessary to obtain all Permits required to construct, maintain, and operate the Facility in accordance with the Requirements and for the performance of Seller's obligations hereunder.

(c) **Meetings with Governmental Authorities.** Seller shall represent the Facility as necessary in all meetings with and proceedings before all Governmental Authorities.

(d) **Construction.** Seller shall use commercially reasonable and diligent efforts to site, develop, finance and construct the Facility. Seller shall develop, operate and maintain the Facility, at its sole risk and expense, and in compliance with the Requirements and applicable manufacturer's and operator's specifications and recommended procedures; *provided, however*, meeting these requirements shall not relieve Seller of its other obligations under this Agreement. Seller shall ensure that the construction of the Facility is governed by a project labor agreement, community workforce agreement, work site agreement, collective bargaining agreement, or any other similar agreements providing for the terms and conditions of employment with the applicable labor organizations.

(e) **Other Information.** In addition to the reports required to be delivered under this Agreement, including Section 3.5 and Section 5.6, Seller shall provide to Buyer such other information regarding the permitting, engineering, construction or operations, of Seller, its Subcontractors or the Facility, as Buyer or Buyer's Authorized Representative may, from time to time, reasonably request. Buyer and Buyer's Authorized Representative shall be permitted to inspect the Facility from time to time upon reasonable notice to Seller and during reasonable business hours subject to Site safety protocols and orientation as set forth in Section 5.2, but Buyer and Buyer's Authorized Representative shall not interfere with the activities at the Facility and be escorted while on the Site by an employee or other representative of Seller. Without limiting Seller's indemnification obligations in Section 14.19(a), the presence of Buyer, its representatives or both on the Site shall be at Buyer's sole expense and risk.

(f) **Certification Regarding Debt.** No less than thirty (30) days before the Construction Start Date, and no more than ninety (90) days after the Commercial Operation Date, Seller shall deliver to Buyer a certificate of Seller's authorized officer, certifying that the amount of debt Seller has incurred, if any, for construction and permanent operations of the Facility, as applicable, considered in light of the types and amounts of other sources of capital used for the Facility, (i) is within reasonable and prudent market norms given the size, type, and commercial attributes of the Facility and (ii) poses no material risk to Seller's liquidity or to Seller's ability to perform its obligations under the Agreement.

Section 3.2 Site Confirmation. Seller represents and warrants that (a) Seller's agents and representatives have visited, inspected and are familiar with the Site and its surface physical condition relevant to the obligations of Seller pursuant to this Agreement, including surface conditions, normal and usual soil conditions, roads, utilities, the presence, if any, of archaeological and cultural artifacts and topography, and solar radiation, air and water quality

conditions, (b) Seller is familiar with all local and other conditions that may be material to Seller's performance of its obligations under this Agreement (including, transportation, seasons and climate, access, weather, the presence, if any, of endangered species, handling and storage of materials and equipment, and availability and quality of labor and utilities), and (c) Seller has determined that the Site constitutes an acceptable and suitable site for the construction and operation of the Facility in accordance herewith. Any failure by Seller to take the actions described in this Section 3.2 shall not relieve Seller from any responsibility for estimating properly the difficulty and cost of successfully constructing, maintaining or operating the Facility in accordance with this Agreement or from proceeding to construct, maintain and operate the Facility successfully without any additional expense to Buyer. The foregoing shall not restrict Seller's right to claim Force Majeure hereunder to the extent the requirements therefor are satisfied.

Section 3.3 Subcontracts.

(a) Seller shall not allow terms in any Subcontract that would interfere with Buyer's rights of access, inspection and audit provided for in this Agreement.

(b) Seller shall deliver to Buyer a schedule of the performance of initial performance tests and other tests required under each Subcontract for Seller to achieve Commercial Operation hereunder, which schedule may be updated by Seller (and provided to Buyer) from time to time as needed based on the progress of the work.

Section 3.4 Certification of Commercial Operation Dates. Not less than ninety (90) days prior to the date upon which Seller expects to achieve all of the conditions precedent to Commercial Operation as specified in Appendix L-2, Seller shall give written notice to Buyer of such expected date of Commercial Operation. Seller shall deliver written completion certifications to Buyer in the form of Appendix L-2; *provided, however*, that (a) Buyer shall not be obligated to accept a Commercial Operation Date that is earlier than the Expected Commercial Operation Date unless Seller has provided Buyer with three (3) months' notice of a proposed earlier Expected Commercial Operation Date and (b) Commercial Operation is not achieved earlier than March 31, 2023. Within ten (10) Business Days after delivery of Seller's initial certification, and thereafter within five (5) Business Days after Seller resubmits a certification, Buyer shall in writing either accept or reject the certification in its reasonable discretion. Any rejection of a certification shall specify in detail the specific substantive deficiencies upon which it is based. Seller shall have the right to contest a rejection of its initial certification by providing information or documentation demonstrating that no such deficiencies exist. Subject to Seller's right to contest a rejection of the initial certification, Seller shall promptly correct any defects or deficiencies identified in a rejection and resubmit the certification within five (5) Business Days. If, during the required time period, Buyer does not either accept or reject any certification, then for all purposes of this Agreement Buyer shall be deemed to have accepted such certification. The Commercial Operation Date shall be the date on which Seller delivered the certification that is accepted or deemed accepted by Buyer as provided in this Section 3.4.

Section 3.5 Milestone Schedule; Delay Damages.

(a) **Milestone Schedule, Reporting and Startup and Test Energy.**

(i) Attached as Appendix I is a milestone schedule with deadlines for the development of the Facility through the Commercial Operation Date (each milestone, a “**Milestone**” and each date by which a Milestone is to be completed, a “**Milestone Date**”). Seller shall achieve each Key Milestone by the Milestone Date therefor and shall use commercially reasonable efforts to achieve each other Milestone by the Milestone Date therefor.

(ii) Until the Commercial Operation Date, Seller shall provide Buyer with a report on a Monthly basis, except that Seller shall provide such report on a quarterly basis until construction of the Facility commences, that includes: (1) a description of the Site plan for the Facility, (2) a description of any planned changes to the Facility or Site plan since the previously delivered report, (3) a bar chart schedule showing progress to achieving the remaining Milestones with respect to the Facility, (4) a chart showing the critical path schedule of major items and activities, (5) a summary of activities at the Facility during the previous Month, (6) a forecast of activities during the then-current Month, (7) a list of any significant developments or delays or other issues that could impact Seller’s achievement of Milestones relating to the Facility by the applicable Milestone Dates, and (8) pictures, in sufficient quantity and of appropriate detail, documenting construction and startup progress with respect to the Facility.

(iii) If Seller anticipates that it will not achieve a Milestone by the applicable Milestone Date (as such date may be extended pursuant to this Section 3.5), Seller shall promptly prepare and deliver to Buyer a remedial action plan (“**Remedial Action Plan**”), which shall set forth (1) the anticipated period of delay, (2) the basis for such delay, (3) an outline of the commercially reasonable steps that Seller is taking to address the delay and to ensure that future Milestones, including the Guaranteed Commercial Operation Date, will be timely achieved, (4) a proposed revised date for achievement of the applicable Milestone and (5) such other information and in such detail as may be reasonably requested by Buyer. Except as set forth in Section 3.5(b), Seller shall not have any liability for failure to timely achieve a Milestone other than the obligation to submit a Remedial Action Plan; *provided, however*, that the foregoing shall not limit Buyer’s right to exercise any right or remedy available under this Agreement or at law or in equity for any other Default occurring concurrently with or before or after Seller’s delay in achievement of the applicable Milestone.

(iv) Beginning no earlier than January 31, 2023, Seller shall have the right to sell and deliver, and Buyer shall purchase and accept from Seller, Startup and Test Energy at the rate for such Energy set forth in Appendix A-1, subject to Seller providing thirty (30) days’ prior written notice to Buyer. Seller shall provide a schedule of its best projection for delivery of Startup and Test Energy with its notice, which schedule shall be subject to Buyer’s reasonable approval in all respects. Buyer may curtail Startup and Test Energy, as a non-compensable curtailment, if necessary in its reasonable judgment, subject to Section 7.4(b). For the avoidance of doubt, Buyer shall have the right, but shall have no obligation hereunder, to purchase Startup and Test Energy at any time before January 31, 2023.

(b) Delays; Delay Damages.

(i) Each Milestone Date (other than the Outside Commercial Operation Date) may be extended, on a day-for-day basis to the extent Seller is actually, demonstrably and unavoidably delayed in achieving such Milestone due to Force Majeure or an Interconnection Delay. Notwithstanding anything to the contrary set forth in this Agreement, the Outside Commercial Operation Date shall not be extended for any reason whatsoever, including due to Force Majeure or any Interconnection Delay, and the failure to achieve the Commercial Operation Date by the Outside Commercial Operation Date shall be an immediate Default by Seller, not subject to extension or cure of any kind.

(ii) If Seller fails to achieve any Key Milestone by the applicable Milestone Date (as such Milestone Date may be extended pursuant to Section 3.5(b)(i)), Seller shall pay liquidated damages to Buyer for each day between the Milestone Date and the date upon which such Key Milestone is achieved (or the Agreement is terminated by Buyer) in the applicable daily liquidated damage amount set forth for such Key Milestone in Appendix I (the “**Daily Delay Damages**”). For the avoidance of doubt, if multiple Key Milestones are missed, Seller shall pay Daily Delay Damages for each Key Milestone. If Seller fails to achieve the Construction Start Date by the date that is one hundred eighty (180) days after the Milestone Date for the Construction Start Milestone, Buyer shall have the right in its sole discretion and without penalty to (1) terminate this Agreement for a Default under Section 13.4, or (2) allow Seller to continue to pay the Daily Delay Damages to Buyer, during which time Buyer shall not terminate the Agreement based on Seller’s failure to timely achieve the Construction Start Milestone. Seller shall pay to Buyer Daily Delay Damages within seven (7) days after receipt of an invoice therefor from Buyer. If Seller achieves (A) the Construction Start Milestone before the date that is six (6) months prior to September 30, 2023 and (B) Commercial Operation by the Guaranteed Commercial Operation Date, then Buyer shall refund to Seller any amounts previously paid to Buyer as Daily Delay Damages for failure to achieve the Construction Start Milestone by the Milestone Date therefor net of any costs and expenses incurred, or damages sustained, by Buyer directly as a result of Seller’s failure to achieve the Construction Start Milestone. If Seller fails to achieve the Construction Start Milestone on or before the date that is six (6) months prior to September 30, 2023, Buyer shall be entitled to all Daily Delay Damages accruing as a result of Seller’s failure to achieve the Construction Start Milestone by the Milestone Date therefor even if Seller achieves Commercial Operation by the Guaranteed Commercial Operation Date. If Seller fails to achieve Commercial Operation by the Outside Commercial Operation Date, Buyer shall have the right in its sole discretion and without penalty to terminate this Agreement for a Default under Section 13.4.

(iii) The Parties agree that the damages that Buyer would incur due to Seller’s failure to timely achieve a Key Milestone would be difficult or impossible to predict with certainty, and it is impractical or difficult to assess actual damages in those circumstances, but the Daily Delay Damages are a fair and reasonable calculation of such damages for Seller’s failure to achieve any Key Milestone by the Milestone Date therefor. The payment of Daily Delay Damages as provided in this ARTICLE III are Buyer’s sole remedy for Seller’s failure to timely achieve a Key Milestone, but shall not limit Buyer’s right to (a) exercise any right or remedy available under this Agreement or at law or in equity for any other breach or default occurring concurrently with, before, or after Seller’s delay in achieving the applicable Key Milestone by the Milestone Date therefor, or (b)

terminate this Agreement pursuant to Section 13.4, *provided* that the payment of Daily Delay Damages shall be taken into account when determining any damages due Buyer for such termination; *provided further* that in no event shall any damages, including Daily Delay Damages, owed in connection with such termination exceed the limitation of liability provided in Section 14.19(e).

Section 3.6 Decommissioning and Other Costs. Buyer shall not be responsible for any cost of decommissioning or demolition of the Facility or any environmental or other liability associated with the decommissioning or demolition of the Facility without regard to the timing or cause of the decommissioning or demolition.

Section 3.7 CEC Certification. Seller shall provide Buyer with a copy of the CEC pre-certification of the PV System at least thirty (30) days prior to the date on which Startup and Test Energy is first delivered to Buyer. Promptly, but in no event more than ten (10) days following the Commercial Operation Date, Seller shall file with the CEC all materials and documents required to demonstrate that the Facility is entitled to be CEC Certified. Seller shall promptly provide Buyer with copies of all submittals to the CEC and other correspondence between Seller and the CEC. Failure by Seller to comply with the requirements set forth in this Section 3.7 shall constitute a Default by Seller, subject to the cure periods set forth in Section 13.1(b).

ARTICLE IV OPERATION AND MAINTENANCE OF THE FACILITY

Section 4.1 General Operational Requirements. Seller shall, at all times:

(a) At its sole expense, operate and maintain the Facility in accordance with the Requirements and the requirements of applicable manufacturer's and operator's specifications and using commercially reasonable efforts to comply with any published recommendations of the manufacturers and suppliers of the solar panels, battery and other major components of the Facility;

(b) At its sole expense, operate and maintain the Facility using a Qualified Operator in accordance with the Requirements;

(c) Use qualified and trained personnel for managing, operating and maintaining the Facility and for coordinating with Buyer, and ensure that necessary personnel are available on-site or on-call twenty-four (24) hours per day following the Commercial Operation Date and during the Delivery Term (for the avoidance of doubt, in no event will the operation of the Facility or any portion thereof by a third party, nor shall Buyer's approval of any third-party operator, relieve Seller of any of its obligations hereunder);

(d) Operate and maintain the Facility with due regard for the safety, security and reliability of the interconnected facilities and Transmission System; and

(e) Ensure that the instantaneous AC output from the Facility does not exceed the PV Contract Capacity.

Section 4.2 Operation and Maintenance Plan.

(a) **General.** Seller shall (i) devise and implement a plan of inspection, maintenance, and repair for the Facility and the components thereof (including a schedule for such inspections, maintenance and repairs) in order to maintain such equipment in accordance with Prudent Utility Practices, (ii) complete all such inspections, maintenance and repair of the Facility, and the components thereof, on a timely basis according to such plan and (iii) shall keep records with respect to inspections, maintenance, and repairs thereto. The aforementioned plan and all records of such activities shall be available for inspection by Buyer during Seller's regular business hours upon reasonable notice.

(b) **After Commercial Operation.** Following the Commercial Operation Date, Seller shall provide to Buyer, on a quarterly basis, summaries or redacted versions of any regularly prepared operations and maintenance status reports of the Facility provided to WECC or the Facility Lenders.

Section 4.3 Operation and Use of the BESS; Grid Charging.

(a) Seller shall procure, install, configure, operate, and maintain the BESS in a manner consistent with meeting all of the BESS Performance Guarantees described in Section 9.6 of this Agreement and shall otherwise cause the BESS to provide the services contemplated herein, and to operate throughout the Agreement Term, in accordance with the terms and conditions of this Agreement. Buyer or Buyer's agent shall have the exclusive right to schedule or designate the BESS to charge or discharge via the BESS Instructions, subject to the Operating Restrictions. Other than auxiliary/parasitic load, Seller shall not dispatch or operate the BESS other than via the BESS Instructions. Seller shall implement safeguards, notices, and advance warning systems into the BESS to prohibit operation of the BESS outside of the limitations set forth in this Section 4.3.

(b) **Grid Charging.** Seller shall design and construct the BESS as an integrated part of the PV System, and during the Recapture Period, notwithstanding any other provision of this Agreement, the BESS shall be charged exclusively using PV System Energy. After the end of the Recapture Period, in order to optimize the benefits of the Facility, Seller shall make reconfigurations of, or adjustments to, the Facility or interconnection facilities as necessary to allow for grid charging of the BESS at no additional cost and as soon as is reasonably practicable.

Section 4.4 Outages.

(a) Unless otherwise agreed, subject to compliance with Section 4.4(b), Seller shall be permitted to reduce deliveries of Product during any Scheduled Outage. To the extent notice is not already required under the terms hereof, Seller shall notify Buyer as soon as practicable of any extensions to any Scheduled Outage and expected end dates thereof. Between June 1st and September 30th, Seller shall not schedule non-emergency maintenance that reduces the PV System Energy or the BESS Contract Capacity of the BESS, unless (1) (i) such Scheduled Outage complies with the CAISO Tariff and all applicable rules and regulations of CAISO, (ii) is required to avoid damage to the Facility, (iii) such maintenance is necessary to maintain equipment warranties and cannot be scheduled outside the period of June 1st to September 30th, and (iv) such Scheduled Outage is required in accordance with Prudent Utility Practices, or (2) the Parties agree otherwise in writing.

(b) Buyer and Seller shall cooperate to minimize Scheduled Outages during specified periods of time during each calendar year in accordance with Prudent Utility Practices and this Section 4.4 (such periods, the “**Major Maintenance Blockout**”). No later than one hundred twenty (120) days prior to the anticipated Commercial Operation Date and the commencement of each Contract Year thereafter, Buyer shall provide Seller with its specified Major Maintenance Blockout. In the absence of such updated notification, the most recent previous Major Maintenance Blockout notification shall apply. Seller shall attempt to minimize its Scheduled Outages during the Major Maintenance Blockout consistent with Prudent Utility Practices; *provided* that Seller shall be permitted to perform scheduled and unscheduled maintenance on the Facility during Major Maintenance Blockouts during such hours when solar irradiance levels are insufficient to permit the production of Energy, if such maintenance is permitted under the CAISO Tariff and conducted in accordance with all applicable Requirements (including, for avoidance of doubt, the requirements of the Transmission Provider). In addition, no later than sixty (60) days prior to the anticipated Commercial Operation Date, and for each calendar year thereafter, no later than the deadline for providing the CAISO with proposed maintenance outages for the following year as described in the CAISO Tariff, Seller shall provide the CAISO and Buyer with its non-binding written projection of all Scheduled Outages for the succeeding calendar year (the “**Scheduled Outage Projection**”) reflecting a minimized schedule of scheduled maintenance during the Major Maintenance Blockout. In addition, Seller shall cooperate in good faith with maintenance scheduling requests by Buyer consistent with Prudent Utility Practices. The Scheduled Outage Projection shall include information concerning all projected Scheduled Outages during such period, including (A) the anticipated start and end dates of each Scheduled Outage; (B) a description of the maintenance or repair work to be performed during the Scheduled Outage; and (C) the anticipated MW of operational capacity of the PV System, the BESS and the Facility, if any, during the Scheduled Outage. Seller shall use commercially reasonable efforts to notify Buyer of any change in the Scheduled Outage Projection as soon as practicable, but in no event later than sixty (60) days prior to the newly scheduled date for the Scheduled Outage. Seller shall use commercially reasonable efforts to accommodate reasonable requests of Buyer with respect to the timing of Scheduled Outages and shall, to the extent feasible and consistent with Prudent Utility Practices, (x) arrange for Scheduled Outages to occur between October 1 and May 1 of each year (or such other period as reasonably determined by Buyer from time to time) and coincident with planned transmission outages, but not to overlap with the Major Maintenance Blockout and (y) cause not more than fifty percent (50%) of the PV Contract Capacity to be unavailable during any Scheduled Outages. In the event of a System Emergency, Seller shall use commercially reasonable efforts to reschedule any Scheduled Outage previously scheduled so that it occurs during the System Emergency.

(c) Seller shall report all outages, including all Forced Outages and Scheduled Outages, to CAISO in accordance with the CAISO Tariff and all applicable rules and regulations of CAISO. In addition, Seller shall notify Buyer immediately upon identification of a situation likely to result in a Forced Outage occurring within a twenty-four (24) hour period that is likely to cause or require removal of the PV System, the BESS or the Facility from service, or a reduction in the maximum output capability of the PV System, the BESS or the Facility by one (1) MW or more from the value most recently recorded in the Web Outage Management System for the CAISO. For all other Forced Outages, Seller shall provide Buyer with as much advance notice as practicably possible, but in all cases, shall notify Buyer and the CAISO within thirty (30) minutes after the commencement of the Forced Outage. Seller shall provide detailed information concerning each Forced Outage, including (i) the start and anticipated end dates of the Forced

Outage; (ii) a description of the cause of the Forced Outage; (iii) a description of the maintenance or repair work to be performed during the Forced Outage; and (iv) the anticipated MW of operational capacity, if any, during the Forced Outage. Seller shall exercise commercially reasonable efforts to avoid Forced Outages and to limit the duration and extent of any such outages.

(d) In addition to the requirements set forth in Section 4.4(a), Section 4.4(b) and Section 4.4(c), the Parties shall cooperate to develop mutually acceptable procedures for addressing Scheduled Outages and any other outages arising in connection with the Facility.

(e) In the event of any inconsistency between the provisions in this Section 4.4 and any applicable requirements of CAISO, such CAISO requirements shall govern.

ARTICLE V

COMPLIANCE DURING CONSTRUCTION AND OPERATIONS; SECURITY

Section 5.1 In General.

(a) **Facility Covenants.** Seller shall perform, or cause to be performed, all development, engineering, design and construction of the Facility in a good and workmanlike manner and in accordance with the Requirements. Seller shall obtain from the manufacturers of the equipment installed in the PV System and the BESS warranties and performance guarantees of market-standard terms of years and sufficient to allow Seller to meet the performance guarantees set forth in this Agreement. Seller shall not create, incur, assume or permit to exist any Lien other than Permitted Encumbrances on any portion of the Facility or the Site without the prior written approval of Buyer. Seller shall, throughout the Delivery Term, monitor the operation and maintenance of the Facility to ensure that the Facility, and said operation and maintenance, is, and will be, in full compliance with Prudent Utility Practices, other Requirements applicable to the Facility, Seller's Quality Assurance Program, and any other provisions of this Agreement.

(b) **Equipment Suppliers.** Seller shall only engage with Approved Vendors for the solar panels and batteries to be incorporated into the Facility.

Section 5.2 Buyers' Rights to Monitor in General. Buyer shall have the right, and Seller shall permit Buyer and its Authorized Representative, advisors, engineers and consultants, upon reasonable advance notice to observe, inspect, review and monitor all construction, operations and activities of the Facility, including (a) reviewing and monitoring (x) the installation of the equipment, start up and testing, and Commercial Operation of the Facility, and (y) all initial performance tests during Facility start-up and all tests required under the Subcontracts to be performed prior to each Milestone and achievement of Commercial Operation and (b) performing such detailed examinations and inspections as, in the judgment of Buyer, are appropriate and advisable to determine that the Facility equipment and ancillary components of the Facility have been installed in accordance with the Requirements and (c) making notes about and copying all non-confidential or non-proprietary documents, drawing, plans, specifications, permits, test results, and information as Buyer may reasonably request; *provided* that such activities on the part of Buyer and its Authorized Representative shall be coordinated with Seller so as to not interfere with the construction or operation of the Facility. Seller shall endeavor to provide Buyer at least ten (10) Business Days prior notice of the commencement of any

performance tests. Seller shall cause its personnel, consultants, and contractors to be available to, and cooperate in all reasonable respects with, Buyer and its Authorized Representative, advisors, engineers, and consultants at reasonable times and with prior notice for purposes of Buyer's exercise of its rights under this Section 5.2; *provided* that in no event shall Seller be required to reschedule any such tests should Buyer or its representatives not be available on the scheduled date for such tests. Upon any visit to the Site, Buyer and its representatives shall: (i) not interfere with the orderly progression of the work on Site or operation of the Facility; (ii) follow Seller's rules and policies with respect to safety and protection of property and the environment; and (iii) be escorted while on the Site by an employee or other representative of Seller. Without limiting Seller's obligations under Section 14.19, the presence of Buyer, its representatives or both on the Site shall be at Buyer's sole expense and risk. From and after the Commercial Operation Date, except in the event of a System Emergency, Seller shall accommodate Buyer's requests to visit the PV System or the Facility during Seller's regular business hours upon reasonable notice.

Section 5.3 Effect of Review by Buyer. Any review by Buyer or a Buyer's Authorized Representative of the design, construction, engineering, operation or maintenance of the Facility, or observation of any testing, is solely for the information of Buyer. Buyer shall have no obligation to share the results of any such review or observations with Seller, nor shall any such review or the results thereof (whether or not the results are shared with Seller), nor any failure to conduct any such review, nor any observation of testing or failure to observe testing, relieve Seller from any of its obligations under this Agreement. By making any such review or observing any such testing, Buyer makes no representation as to the economic and technical feasibility, operational capability or reliability of the Facility. Seller shall in no way represent to any third party that any such review by Buyer or Buyer's Authorized Representative of the Facility thereof, including any review of the design, construction, operation or maintenance, is a representation by Buyer as to the economic and technical feasibility, operational capability or reliability of the Facility. Seller is solely responsible for the economic and technical feasibility, operational capability and reliability thereof.

Section 5.4 Compliance with Standards.

(a) Seller shall cause the Facility and all parts thereof to be designed, constructed, tested, operated and maintained to meet all of the requirements of this Agreement, all applicable requirements of the latest revision of the ASTM, ASME, EPA, IEEE, IEC, ISA, National Electrical Code, National Electric Safety Code, OSHA, Uniform Building Code, Uniform Plumbing Code, Underwriters Laboratory Standards, National Fire Protection Agency as well as the applicable local County Fire Department Standards of the applicable county, NERC Reliability Standards, as applicable, and other codes and standards and operations and maintenance requirements applicable to the services, equipment, and work as generally shown in this Agreement, as well as all applicable Requirements of Law not specifically mentioned in this Section 5.4, including any presidential executive order, prohibition order, or other guidance by the U.S. government restricting the use of equipment supplied by vendors or manufacturers located in or controlled by foreign adversary countries that might be used to harm the U.S. bulk-power system; *provided* that, for the avoidance of doubt, Seller shall use commercially reasonable efforts, but shall not be obligated, to comply with any non-mandatory recommendations, or voluntary best practices, in any of the foregoing so long as Seller follows Prudent Utility Practices. Seller shall comply with

all reporting requirements for the Facility required under Requirements of Law (including providing such information to Buyer as required thereunder).

(b) Seller shall cause all of its personnel and systems to adhere to any physical and cyber-related security policies, standards, requirements, and procedures applicable to the Facility under Requirements of Law and Prudent Utility Practices, including requirements that may be imposed by FERC, NERC, WECC, the United States Department of Energy, the EPA, or the United States Department of Homeland Security, as well as any applicable cyber-related policies and procedures of Buyer notified to Seller. Seller shall implement and maintain security measures reasonably consistent with the foregoing designed to (i) ensure the security and confidentiality of Buyer's Confidential Information, (ii) prohibit unauthorized access to Buyer's Confidential Information stored on or procured through servers, equipment, or repositories used by Seller or otherwise handled by Seller, (iii) protect against any anticipated threats or hazards to the security and integrity of Buyer's Confidential Information, and (iv) ensure the proper disposal of Buyer's Confidential Information.

Section 5.5 Quality Assurance Program. Seller agrees to maintain and comply with a written quality assurance policy ("***Quality Assurance Program***") attached hereto as Appendix G, and Seller shall cause all work performed on or in connection with the Facility to materially comply with said Quality Assurance Program.

Section 5.6 Reporting and Information. Following the Commercial Operation Date, Seller shall provide to Buyer (a) monthly reports in a form to be agreed upon by Buyer and Seller regarding the performance of the Facility and (b) quarterly reports in a form to be agreed upon by Buyer and Seller regarding the operations and maintenance of the Facility; *provided* that Seller shall be deemed to have satisfied this obligation during any quarter in which Seller provides to Buyer the reports set forth in Section 4.2(b). Seller shall have no obligation to report any information subject to any confidentiality protections imposed by applicable law or a confidential settlement proceeding or agreement.

Section 5.7 Performance Security.

(a) Within ten (10) days after the Effective Date, Seller shall deliver to Buyer an Acceptable Form of Performance Assurance in the aggregate amount of Nine Million Eight Hundred Thousand Dollars (\$9,800,000), which Acceptable Form of Performance Assurance shall secure Seller's obligations under this Agreement prior to the achievement of the Commercial Operation Date (the "***Project Development Security***"). Seller shall maintain the Project Development Security until the Commercial Operation Date, or until Buyer is required to return the Project Development Security under Section 5.7(c).

(b) As a condition to the achievement of the Commercial Operation Date, Seller shall deliver to Buyer an Acceptable Form of Performance Assurance in the aggregate amount of Fourteen Million Seven Hundred Thousand Dollars (\$14,700,000) which Acceptable Form of Performance Assurance shall secure all Seller's obligations under this Agreement from and after the Commercial Operation Date, (the "***Delivery Term Security***"). Seller shall maintain the Delivery Term Security in the required amount until the end of the Delivery Term or until Buyer is required to return the Delivery Term Security to Seller as set forth in Section 5.7(c).

(c) Buyer shall return the unused portion of the (i) Project Development Security, if any, to Seller promptly after: (A) the later of (1) Seller's provision of the Delivery Term Security, unless Seller elects to apply the Project Development Security toward the Delivery Term Security and (2) the payment of all Daily Delay Damages due and owing to Buyer or (B) the effective date of any early termination of the Agreement by Buyer promptly upon payment of all damages due and owing to Buyer, and (ii) Delivery Term Security, if any, to Seller promptly after: (A) the Agreement Term has ended, and (B) all obligations of Seller arising under this Agreement are paid (whether directly or indirectly such as through set-off or netting) or performed in full.

(d) Buyer may draw on the Performance Security (i) at any time following Seller's failure to timely pay Daily Delay Damages when due hereunder in the amount of such Daily Delay Damages or any other liquidated damages provided for hereunder, (ii) upon Seller's failure to pay Buyer the Shortfall Damages prior to the end of the Shortfall Makeup Period as provided in Section 9.3, (iii) upon Seller's failure to make any other payment due to Buyer hereunder in the amount of such unpaid payment, including any Termination Payment or (iv) upon the occurrence and during the continuation of any event of Default to pay all amounts due to Buyer hereunder at such time and all damages, costs, losses, expenses and other liabilities incurred by Buyer or its Indemnitees resulting from such event of Default. Buyer may draw all or any part of such amounts due to Buyer from any form of security provided under this Section 5.7, and in any sequence Buyer may elect, in its sole discretion. Any failure of, or delay by, Buyer in electing to draw any amount from the Performance Security shall in no way prejudice Buyer's rights to subsequently recover such amounts from the Performance Security or in any other manner. Within five (5) Business Days following any draw by Buyer on the Delivery Term Security, Seller shall replenish the amount drawn such that the Delivery Term Security is restored to the applicable amount set forth in Section 5.7(b).

(e) Seller shall notify Buyer of the occurrence of a Downgrade Event within five (5) Business Days after obtaining knowledge of the occurrence of such event. Buyer shall notify Seller if at any time Buyer is directed by a Governmental Authority to terminate any relationship with the issuer of any Performance Security. If at any time there shall occur a Downgrade Event or Seller receives notice of Buyer's termination of its relationship with the issuer of any Performance Security, Seller shall replace such Performance Security within ten (10) Business Days after such Downgrade Event or receipt of such notice. Such replacement security shall meet the requirements of this Section 5.7. If the replacement Performance Security is not provided by Seller, Buyer shall have the right to demand payment of the full amount of the Performance Security, and Buyer shall retain such amount in order to secure Seller's obligations under this Agreement; *provided* that if and to the extent such amount exceeds payment and performance in full of all of Seller's obligations under this Agreement, Buyer shall refund the excess to Seller promptly after all such obligations of Seller under this Agreement have been paid or performed in full.

(f) The Project Development Security shall remain in place from the date it is effective in accordance with clause (a) above until the Commercial Operation Date and the Delivery Term Security shall remain in place continuously for the entire Delivery Term (except, in each case, to the extent drawn upon as provided herein). If any Performance Security is in the form of a letter of credit expiring before the Commercial Operation Date (in the case of Project Development Security) or the end of the Delivery Term (in the case of Delivery Term Security), Seller shall cause

their renewal or extension for additional consecutive terms of three hundred sixty (360) Days or more (or, if shorter, the remainder of the time such Performance Security must remain in place in accordance with the prior sentence) no later than thirty (30) Days prior to each expiration date of such letter(s) of credit and written proof of such renewal shall be provided to Buyer as soon as practicable thereafter, but in no event later than fifteen (15) Days prior to the expiration of the same. If any such letter of credit is not renewed or extended as required herein or does not constitute an Acceptable Form of Performance Assurance, Buyer shall have the right to draw immediately upon the entire amount of such letter of credit and to place the amounts so drawn which shall thereafter be treated by Buyer as Performance Security hereunder, at Seller's cost and with Seller's funds, in an account controlled by Buyer until and unless Seller provides a substitute Acceptable Form of Performance Assurance.

(g) Seller shall, from time to time as requested by Buyer's Authorized Representative, execute, acknowledge, record, register, deliver and file all such notices, statements, instruments and other documents as may be necessary to render fully valid, perfected and enforceable under all Requirements of Law the Performance Security and the rights, Liens and priorities of Buyers with respect to such Performance Security. Notwithstanding the other provisions of this Agreement, but subject to the cap in Section 14.19(e), the Performance Security: (i) constitutes security for, but is not a limitation of, Seller's obligations under this Agreement, and (ii) shall not be Buyers' exclusive remedy against Seller for Seller's failure to perform in accordance with this Agreement.

ARTICLE VI PURCHASE AND SALE OF PRODUCT

Section 6.1 Deliveries; Purchases by Buyer.

(a) Seller shall deliver to Buyer, and Buyer or its designee shall receive from Seller under this Agreement, the Delivered Energy at the Point of Delivery. Notwithstanding anything to the contrary contained in this Agreement, Buyer shall be under no obligation to purchase, receive or pay for any PV System Energy in excess of the Maximum Delivery Rate. Seller shall use commercially reasonable efforts to achieve the Annual Contract Quantity in each Contract Year.

(b) Seller shall sell and deliver, and Buyer shall purchase and accept, all PV Delivered Energy delivered under Section 6.1(a) at the Contract Price.

(c) During each Month, Buyer shall pay the BESS Capacity Payment to Seller.

Section 6.2 Third Party Sales. Except as provided in ARTICLE IX, in no event shall Seller have the right to procure Energy from sources other than the Facility for sale and delivery pursuant to this Agreement. During the Agreement Term and subject to the terms and conditions of this Agreement, all of the Energy from the Facility (and associated Environmental Attributes and Capacity Rights) shall be dedicated to Buyer. Except with the prior written consent of Buyer, Seller shall not sell or otherwise transfer all or any part of the Products required to be delivered by Seller under this ARTICLE VI, ARTICLE VII, ARTICLE VIII or ARTICLE X. An intentional violation of this Section 6.2 shall be an immediate Default, and in

addition to any other rights and remedies available to it under Section 13.2, Seller shall pay Buyer, on the date payment would otherwise be due to Seller, an amount for each MWh of such deficiency equal to the positive difference, if any, obtained by subtracting (A) the price per MWh that would have been payable by Buyer for the Energy had such Energy been delivered to the Point of Delivery as PV Delivered Energy from (B) the sum of (1) the Market Price Index for such Energy and (2) the Green Value associated therewith (the “***Third Party Sale Replacement Price***”). Buyer shall provide Seller prompt written notice of the Third Party Sale Replacement Price, together with back-up documentation (including reasonable documentation as to the foregoing calculation and each component thereof). The remedy set forth in this Section 6.2 is in addition to, and not in lieu of, any other right or remedy of Buyer, under this Agreement or otherwise, for failure of Seller to sell and deliver the Products as and when required by this Agreement.

ARTICLE VII

TRANSMISSION AND SCHEDULING; TITLE AND RISK OF LOSS; COMPLIANCE

Section 7.1 Transmission and Interconnection. Seller shall (a) arrange and be responsible for any Transmission Services required to transmit and deliver Delivered Energy to the Point of Delivery and Replacement Energy to the Point of Delivery or a point of interconnection with the CAISO grid, and (b) arrange and pay for the interconnection of the Facility to the CAISO grid, including all costs, expenses, fees, charges, and other amounts associated therewith. If Replacement Energy is delivered to a point of interconnection other than the Point of Delivery, Seller shall pay Buyer the amount, if any, by which the Real-Time LMP at such point of interconnection is less than the Real-Time LMP at the Point of Delivery.

Section 7.2 Scheduling Coordinator; CAISO Cost Allocation. Buyer or Buyer’s designee shall act as Scheduling Coordinator for the Facility and shall Schedule all Energy from the Facility on a day-ahead and real-time basis in accordance with the Scheduling Procedures, this Agreement, and all CAISO and other applicable requirements. Seller shall cause the Facility to have two separate resource IDs with CAISO for Scheduling purposes (one ID for each of the PV System and the BESS). Buyer shall be financially responsible for all costs, expenses, fees, charges, credits, penalties, sanctions, and other amounts associated with Scheduling the Delivered Energy into the CAISO grid, other than any such costs, expenses, fees, charges, credits, penalties, sanctions, and other amounts incurred by Buyer as a result of Seller’s failure to (a) perform any covenant under this Agreement, including but not limited to the failure to provide required notices for outages of the Facility, or Seller’s failure to comply with any curtailment order or any data request or (b) comply with any CAISO Tariff requirements.

Section 7.3 Forecasting and Scheduling of Energy.

(a) Except upon the occurrence of a curtailment under Section 7.4, Buyer, as the Scheduling Coordinator, shall Schedule all Delivered Energy in accordance with the Scheduling Procedures, Operating Restrictions, the CAISO Tariff, NERC and WECC operating policies and criteria, and any other applicable guidelines, based on either the then-most-current forecast of energy provided under the Variable Energy Resource Forecast, or Seller’s daily forecasts under Section 7.3(c). Seller, at its own cost, shall install metering, telemetry and control equipment so as

to be able to provide Delivered Energy to the Point of Delivery and respond to CAISO, Transmission Provider, or reliability coordinator's dispatch orders.

(b) Seller will take all actions, at its sole cost and expense, required to comply with the Eligible Intermittent Resources Protocol and the New Resource Implementation Process. Whenever applicable, Seller shall comply with EIRP and NRIP and all additional tariffs and protocols issued by the CAISO relating to eligible intermittent resources, non-generator resources, or storage facilities during the Delivery Term.

(c) Seller shall provide, or shall cause its designee to provide, the following non-binding forecasts, and any updates to such forecasts, to the Scheduling Coordinator and Buyer based on the most current forecast of PV Delivered Energy and Replacement Product:

(i) At least one hundred twenty (120) days before the scheduled Commercial Operation Date.

(ii) No later than ten (10) Business Days before the beginning of each Month during the Delivery Term, a non-binding forecast of each day's average hourly deliveries of PV Delivered Energy and Replacement Product for the following Month.

(iii) By 5:30 a.m. Pacific Prevailing Time on the Business Day immediately preceding each day of delivery of PV Delivered Energy and Replacement Product during the Delivery Term, a copy of a non-binding hourly forecast of deliveries of PV Delivered Energy and Replacement Product for each hour of the immediately succeeding day. Any forecast provided on a day prior to any non-Business Day shall include forecasts for the immediate day, each succeeding non-Business Day and the next Business Day. Seller shall, by 10:00 a.m. Pacific Prevailing Time, provide to the Scheduling Coordinator and Buyer a copy of any updates to such forecast indicating a change in forecasted PV Delivered Energy from the then-current forecast.

(iv) Prior to 12:00 p.m. Pacific Prevailing Time of the Business Day immediately preceding each WECC Prescheduling Day (as defined by WECC) for each hour of the Delivery Day (as defined by WECC) in MW or MWh units (as applicable), in the format reasonably acceptable to Buyer, a non-binding preschedule forecast of PV Delivered Energy and Replacement Product via email. The pre-scheduled amounts of PV Delivered Energy and Replacement Product shall be the good faith estimate of Seller or Seller's designee of the anticipated delivery of PV Delivered Energy and Replacement Product at the time. A forecast provided a day prior to any non-Business Day shall include forecasts for the next day, each succeeding non-Business Day and the next Business Day. Seller or Seller's designee shall provide a copy of any and all updates to the forecast of the Facility's availability from the then-current forecast. Except for Forced Outages, Seller shall operate the Facility with the objective that, for each hour scheduled, the actual Facility availability shall be maintained in accordance with the pre-schedule plan submitted by Buyer to Seller in accordance with the Scheduling Procedures.

(d) Seller shall notify the Scheduling Coordinator and Buyer via email, telephone, or other mutually acceptable method, of any hourly changes due to a change in Facility

availability or an outage no later than one hundred five (105) minutes prior to the start of such Scheduling hour, or such other limit as specified in the CAISO Tariff. Seller shall notify the Scheduling Coordinator and Buyer of other unanticipated changes in availability by email or telephone as promptly as reasonably possible. Any notice delivered under this Section 7.3(d) shall include the reason for the outage and an estimated duration of the outage. Once the outage has ended, Seller shall notify Buyer that the outage has ended, the cause of the outage, and the actions taken to resolve the outage in order for the CAISO outage report to be updated accordingly.

(e) Seller shall develop and install all communications systems necessary for the operation of the Facility in accordance with Prudent Utility Practices, including communications systems that provide for (w) the receipt and following of automated dispatch instructions from the CAISO, (x) enabling of automated generation control capability for Ancillary Services, (y) an online-based user interface for Buyer to monitor the BESS status in real time, including the BESS' state of charge and all other relevant operating parameters of the BESS, and (z) data feed between the PV System and the BESS. No later than ninety (90) days prior to the date on which Startup and Test Energy is first received from the Facility, Buyer and Seller shall agree upon a communications protocol with respect to the matters set forth in the foregoing sentence, clauses (i)-(iv) below, and such other matters concerning communications to or from the BESS as Seller and Buyer shall deem appropriate (the "***BESS Communication Protocol***"). Commencing on the first date on which Startup and Test Energy is received from the Facility, and continuing throughout the Delivery Term, Seller shall provide to Buyer the following data on a real-time basis, upon request and in a format that reasonably allows Buyer to copy, paste or otherwise use such data:

(i) Read-only access via secure login credentials for information collected by the SCADA system related to (A) availability of the BESS for Energy that is charged and discharged, and (B) state of charge, grid charging, operating modes, and set points of the BESS;

(ii) Read-only access to meteorological and related solar measurements, megawatt capacity and any other Facility availability information required in accordance with EIRP requirements;

(iii) Read-only access via secure login credentials to Energy output information collected by the SCADA system for the Facility; *provided* that if Buyer is unable to access the Facility's SCADA system, then upon written request from Buyer, Seller shall provide energy output information to Buyer in five (5) minute intervals in a format and on a frequency acceptable to Buyer. Seller shall store such information for up to three (3) months after delivery thereof to Buyer; and

(iv) Read-only access to all Electric Metering Devices (including the PV Energy Meter, the BESS Energy Meter and the Electric Metering Device at the Point of Interconnection).

(f) Seller will provide Buyer (or its designee) with continuously updated non-binding hourly forecasts of deliveries of PV Delivered Energy and Replacement Product for each hour of the succeeding twenty-four (24)-hour period via an internet website accessible via secure

login credentials. Seller shall attempt to optimize the estimates for such time period two (2) hours prior to such forecasts. Seller shall enable such forecasts to be prepared in accordance with mutually agreed upon communications protocols between Seller, Scheduling Coordinator and Buyer as they are implemented or upgraded from time to time in accordance with Prudent Utility Practices.

(g) Seller, the Scheduling Coordinator and Buyer shall mutually develop forecasting and Scheduling procedures in addition to those set forth in this Section 7.3, (“**Scheduling Procedures**”) that allow Buyer to control when it receives PV Delivered Energy and BESS Metered Output from the Facility and that are in compliance with all applicable Requirements and requirements of the Transmission Provider, CAISO, NERC, WECC, and any balancing authority involved in the Scheduling of Energy under this Agreement. Seller and the Scheduling Coordinator shall promptly cooperate with Buyer to make any reasonably necessary and appropriate modifications to the Scheduling Procedures as may be required or requested by Buyer from time to time.

Section 7.4 Curtailment.

(a) Seller shall reduce deliveries of Delivered Energy to the Point of Delivery immediately upon notice from the CAISO, a Transmission Provider, or any balancing authority or reliability entity during Curtailment Periods. Buyer shall be excused from receiving any PV Delivered Energy from Seller and shall not be obligated to pay Seller for the amount of reduced PV Delivered Energy arising during a curtailment under this Section 7.4(a). If required by Buyer, the CAISO, a Transmission Provider, or any balancing authority or reliability entity, Seller shall provide the capability to implement curtailments and adjust ramp rates, megawatt output, and (if applicable) megawatt output in real-time by means of setpoints received from the SCADA system of Seller.

(b) In addition to the curtailments described in Section 7.4(a), Buyer may curtail deliveries of PV Delivered Energy (including for economic reasons, including bid offers into CAISO), at any time and for the duration specified by Buyer. Seller shall comply with such request in accordance with Prudent Utility Practices. Seller shall respond to Buyer curtailment notices (including the end of such curtailment periods) in accordance with Prudent Utility Practices. Buyer shall not unreasonably curtail Startup and Test Energy. Buyer shall pay Seller for any Deemed Generated Energy associated with a circumstance described in subpart (d) of the definition of Excused Conditions or a Compensable Curtailment in an amount equal to the applicable Contract Price; *provided, however*, Seller shall use commercially reasonable efforts to sell PV System Energy (but not the Environmental Attributes or Capacity Rights associated therewith) equaling the amount of such Deemed Generated Energy associated with a Compensable Curtailment to third parties at a positive price to the extent permitted under the CAISO Tariff. To the extent any PV System Energy is sold to a third party under this Section 7.4(b), the obligation to pay the amounts set forth for a curtailment by Buyer under this Section 7.4(b) shall be reduced accordingly by an amount equal to the net proceeds Seller receives from such sales of PV System Energy (after subtracting any Scheduling fees, wheeling charges, and other associated costs, fees, and reasonable expenses incurred in connection with such sales). All Environmental Attributes and Capacity Rights associated with such PV System Energy sold to third parties shall be delivered at no additional cost to Buyer.

(c) “**Deemed Generated Energy**” means the amount of energy, expressed in MWh, that the PV System would have produced and delivered to the Point of Delivery as PV Delivered Energy during any applicable Excused Condition, which amount shall be equal to (i) the amount of MWh that would have been delivered to the Point of Delivery provided for in the Variable Energy Resource Forecast applicable to the applicable Excused Condition period, regardless of whether Seller is participating in the EIRP during this period, less (ii) the amount of PV Delivered Energy delivered to the Point of Delivery during the applicable Excused Condition, if any, or, if there is no Variable Energy Resource Forecast available, (A) an amount of MWh calculated based on an equation that incorporates relevant Facility availability, weather and other pertinent data for the period of time during the applicable Excused Conditions in order to approximate the amount of PV Delivered Energy that would have been delivered, less (B) the amount of PV Delivered Energy delivered to the Point of Delivery during the applicable Excused Conditions, if any; *provided* that, if the applicable difference calculated pursuant to either of the formulas provided above is negative, the Deemed Generated Energy shall be zero (0). The equation in (A) and (B) shall be subject to reasonable review and approval by Buyer, which review shall not be unreasonably delayed.

Section 7.5 [Reserved].

Section 7.6 Title; Risk of Loss. As between the Parties, Seller shall be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of all Energy prior to and at the Point of Delivery and all Replacement Energy prior to and at the Point of Delivery thereof into the CAISO grid. For the avoidance of doubt, Seller shall not be deemed to be in control (and responsible for any damages or injury caused thereby) of Energy and any Replacement Energy from and after the Point of Delivery. Seller warrants that it will deliver all Energy, Replacement Product, Capacity Rights, and all of the associated Environmental Attributes to Buyer free and clear of all Liens created by any Person other than Buyer. Title to, and risk of loss for, all Energy and all of the associated Products shall pass from Seller to Buyer at the Point of Delivery; *provided* that title to, and risk of loss for, any Replacement Energy specified by Buyer to be delivered to a point or points of delivery other than the Point of Delivery shall pass from Seller to Buyer upon the delivery of such Replacement Energy to such point or points. Title to all of the associated Environmental Attributes and Capacity Rights shall pass from Seller to Buyer upon the creation thereof.

Section 7.7 RPS and EPS Compliance.

(a) Seller warrants and guarantees that from the time it receives notice from the CEC that the PV System is CEC Certified, and at all times thereafter until the expiration or earlier termination of the Agreement, the PV System (including the Energy and the associated Environmental Attributes) shall be RPS Compliant, CEC Compliant (including with regard to the PV System charging of the BESS) and EPS Compliant (“**Compliant**”).

(b) If a Change in Law occurs after the Commercial Operation Date that (i) does not repeal the RPS Law or the EPS Law and (ii) causes the PV System to cease to be Compliant, then Seller shall (A) first, take all commercially reasonable efforts to bring the PV System into Compliance and (B) thereafter, take such actions as may be necessary to cause the PV System to remain Compliant; *provided*, that if, after a commercially reasonable period of time after such

Change in Law, Seller reasonably determines that such efforts, together with any efforts to provide Buyer with any Product that was not in existence as of the Effective Date, are reasonably likely to require Seller to incur costs in excess of the Compliance Expenditure Cap, Seller shall provide Buyer with written notice containing a detailed description of prior compliance actions, the basis for Seller's expectation that required compliance actions will exceed the Compliance Expenditure Cap, Seller's projected overage (the "***Excess Compliance Cost***") and Seller's projected timeline for successfully completing such compliance actions.

(c) During any period in which the PV System is not Compliant, then Buyer shall pay Seller for PV Delivered Energy delivered during the period during which the PV System is not Compliant in an amount equal to eighty percent (80%) of the Pnode Price at the Point of Delivery (the "***Replacement Price***"). In no event shall the Replacement Price be more than the Contract Price. Payment for PV Delivered Energy at the Replacement Price shall continue until the PV System is brought back into Compliance or the Agreement is terminated pursuant to Section 7.7(d).

(d) If at any time after six (6) months of paying the Replacement Price, Buyer determines, in its reasonable discretion, that notwithstanding Seller's commercially reasonable efforts, Seller will be unable to bring the PV System into Compliance, and neither Buyer nor Seller is willing to pay the Excess Compliance Cost, Buyer may elect, at its sole discretion, to terminate this Agreement by written notice to Seller, without liability to either Party, except for such liabilities that accrued prior to the date of termination or that otherwise survive termination in accordance with the terms of this Agreement.

(e) From time to time and at any time requested by Buyer or Buyer's Authorized Representative, Seller will furnish to Buyer, Buyer's Authorized Representative, Governmental Authorities, or other Persons designated by any Buyer, all certificates and other documentation reasonably requested by Buyer or Buyer's Authorized Representative in order to demonstrate that the PV System, the PV System Energy, and the associated Environmental Attributes were or are Compliant.

(f) Seller's Compliance Expenditure Cap shall be reduced by any amounts that have accrued toward Seller's Compliance Expenditure Cap under any provision in this Agreement.

Section 7.8 Change in CAISO Tariff.

(a) If a change in the CAISO Tariff, including any change resulting from or relating to CAISO's Hybrid Resources or Energy Storage and Distributed Energy Resources initiatives, requires any modifications to the Facility (i) to enable Seller to deliver, and Buyer to receive, Delivered Energy to and from the CAISO system, or (ii) to use the BESS and Capacity Rights, then Seller shall be solely responsible for bringing the Facility into compliance with the CAISO Tariff, as modified, in a manner that preserves Buyer's economic benefits with respect to the Facility prior to any such change in the CAISO Tariff; *provided* that nothing in this Section 7.8 shall require Seller to expend funds that exceed the Compliance Expenditure Cap. It shall be a Default hereunder if Seller fails bring the Facility into compliance with such modified CAISO Tariff within ninety (90) days after such change; *provided* that no cure period provided under Section 13.1 shall apply with respect to any such Default after such ninety (90) day period has

expired; *provided further* that, if Seller has reached the Compliance Expenditure Cap and Buyer has failed to approve Excess Compliance Costs, no such Default shall be deemed to have occurred.

(b) If a change in the CAISO Tariff requires any modifications to the Facility to enable the Facility to qualify for any new product in the CAISO, then, at Buyer's election, the Parties shall negotiate in good faith any necessary amendments to this Agreement to enable the Facility to meet the requirements for such new product; *provided*, that while the Parties may agree to amendments providing for cost allocation with respect to any necessary modifications to the Facility, including increased costs to either Buyer or Seller, such amendments will not increase the Contract Price or BESS Capacity Price or otherwise involve additional payment by Buyer for any new CAISO products themselves.

Section 7.9 Change in Market Structure. If a regionalization or other major change to the market structure of the Western Interconnection occurs during the Agreement Term (other than a Change in Law as addressed in Section 7.7 above), then the Parties agree to negotiate such modifications to this Agreement as may be necessary to enable the Parties to continue to perform their respective obligations under this Agreement, while preserving, to the maximum extent possible, the existing benefits, burdens and obligations set forth herein. Such negotiations shall commence promptly following the delivery by one Party to the other Party of a notice requesting negotiations pursuant to this Section 7.9.

ARTICLE VIII ENVIRONMENTAL ATTRIBUTES

Section 8.1 Transfer of Environmental Attributes. For and in consideration of Buyer entering into this Agreement, and in addition to the agreement by and between Buyer and Seller to purchase and sell PV Delivered Energy on the terms and conditions set forth herein, Seller shall transfer to Buyer, and Buyer shall receive from Seller, all right, title, and interest in and to all Environmental Attributes, whether now existing or acquired by Seller or that hereafter come into existence or are acquired by Seller during the Agreement Term associated with the PV System Energy and any Replacement Energy. Seller agrees to transfer and make such Environmental Attributes available to Buyer immediately to the fullest extent allowed by applicable law upon Seller's production or acquisition of the Environmental Attributes. Seller represents and covenants that it has not assigned, transferred, conveyed, encumbered, sold or otherwise disposed of and shall not assign, transfer, convey, encumber, sell or otherwise dispose of all or any portion of such Environmental Attributes to any Person other than Buyer or attempt to do any of the foregoing with respect to any of the Environmental Attributes. Buyer and Seller acknowledge and agree that the consideration for the transfer of Environmental Attributes is contained within the Contract Price.

Section 8.2 Reporting of Ownership of Environmental Attributes. During the Agreement Term, Seller shall not report to any Person that the Environmental Attributes granted hereunder to Buyer belong to any Person other than Buyer, and Buyer may report under any program that such Environmental Attributes purchased hereunder belong to it.

Section 8.3 Environmental Attributes. Upon the request of Buyer or Buyer's Authorized Representative, Seller shall take all actions and execute all documents or instruments

necessary under applicable law, regulations, guidebooks promulgated by the CEC or PUC, or bilateral arrangements, as applicable, to maximize the attribution, accrual, realization, generation, production, recognition and validation of Environmental Attributes throughout the Agreement Term and Seller shall file with the CEC and any other applicable Persons all materials and documents required to demonstrate that the PV System is entitled to be CEC Certified.

Section 8.4 WREGIS. In furtherance and not in limitation of Section 8.3, prior to Seller's first delivery of PV Delivered Energy hereunder, Seller shall register with WREGIS to evidence the transfer of any Environmental Attributes under applicable law or any voluntary program ("**WREGIS Certificates**") associated with PV System Energy or Replacement Product in accordance with WREGIS reporting protocols and WREGIS Operating Rules and shall register the Facility with WREGIS. After the Facility is registered with WREGIS, at the option of Buyer's Authorized Representative, Seller shall transfer WREGIS Certificates using the Forward Certificate Transfer method as described in WREGIS Operating Rules from Seller's WREGIS account to Buyer's WREGIS accounts, as designated by Buyer's Authorized Representative. Seller shall be responsible for WREGIS Certificate issuance fees and WREGIS expenses associated with registering the Facility, maintaining its account, acquiring and arranging for a Qualified Reporting Entity ("**QRE**") and any applicable QRE agreements, and transferring WREGIS Certificates to Buyer, Buyer's Authorized Representative, or any other designees. Buyer shall be responsible for its WREGIS expenses associated with maintaining its own account, or the accounts of its designees, if any, and subsequent transferring or retiring by it of WREGIS Certificates, or Seller's fees for the retirement of WREGIS Certificates on behalf of Buyer. Forward Certificate Transfers shall occur monthly based on the certificate creation timeline established by the WREGIS Operating Rules. Seller shall be responsible for, at its expense, validating and disputing data with WREGIS prior to WREGIS Certificate creation each Month. In addition to the foregoing, Seller shall document the production and transfer of Environmental Attributes under this Agreement to Buyer by delivering to Buyer an attestation in substantially the form attached as Appendix D for the Environmental Attributes associated with PV System Energy or Replacement Product, if any, measured in whole MWh, or by such other method as Buyer shall designate.

Section 8.5 Further Assurances. If WREGIS (or any successor thereto) is not available to evidence the transfer of Environmental Attributes, Seller shall document the production of Environmental Attributes by delivering with each invoice to Buyer an attestation for the Environmental Attributes associated with PV System Energy or included with Replacement Product, if any, for the preceding Month in the form of the attestation set forth as Appendix D. At Buyer's Authorized Representative's request, the Parties shall execute all such documents and instruments and take such other action in order to effect the transfer of the Environmental Attributes specified in this Agreement to Buyer and to maximize the attribution, accrual, realization, generation, production, recognition and validation of Environmental Attributes throughout the Agreement Term. In the event of the promulgation of a scheme involving Environmental Attributes administered by CAMD, upon notification by CAMD that any transfers contemplated by this Agreement shall not be recorded, each Party shall promptly cooperate in taking all reasonable actions necessary so that such transfer can be recorded. Each Party shall promptly give the other Party copies of all documents it submits to CAMD to effectuate any transfers.

ARTICLE IX
SHORTFALL ENERGY, AVAILABILITY, AND PERFORMANCE GUARANTEE
REQUIREMENTS

Section 9.1 Makeup of Shortfall. Within thirty (30) days after the end of each Contract Year and at the end of each Measurement Period, Seller shall provide Buyer with a calculation of PV Delivered Energy for such Contract Year and Measurement Period. If Seller fails during any Measurement Period to deliver the sum of PV Delivered Energy plus Deemed Generated Energy during such Measurement Period in an amount equal to the Guaranteed Delivered Energy for such Measurement Period, then Seller shall make up the shortfall of PV Delivered Energy (“*Shortfall Energy*”) in accordance with this ARTICLE IX.

Section 9.2 Replacement Product. During the Shortfall Makeup Period, the amount of Shortfall Energy shall first be reduced by the amount of any (a) PV Delivered Energy, including Excess Energy and Excess Energy > 120%, delivered during the applicable Shortfall Makeup Period in excess of the Guaranteed Delivered Energy and (b) Replacement Product delivered by Seller during the Shortfall Makeup Period. Such Replacement Product shall be delivered to the Point of Delivery or such other point of delivery as is mutually agreed upon by the Parties (which point of delivery shall be deemed the “Point of Delivery” for such Replacement Product and the other Scheduling and delivery provisions hereof) and on a delivery schedule mutually agreed to by Seller and Buyer, considering the as-available nature of the Product. Any additional costs or expenses associated with delivery of Replacement Product to a Point of Delivery designated under this Section 9.2 shall be borne by Seller. To the extent Seller is unable to deliver or provide sufficient PV Delivered Energy or Replacement Product in excess of the Guaranteed Delivered Energy to make up the remaining Shortfall Energy, then Seller shall, at the end of the Shortfall Makeup Period, pay Buyer damages in accordance with Section 9.3. Notwithstanding anything herein to the contrary, in the last year of each RPS Compliance Period during the Delivery Term, Seller shall provide written notice to Buyer no later than six (6) months prior to the end of such RPS Compliance Period with Seller’s good faith determination of whether it anticipates being able to make-up any Shortfall Energy amount then-existing during such RPS Compliance Period and to achieve the Guaranteed Delivered Energy (on a pro-rata basis) for such Contract Year. If at such time, Buyer reasonably determines that Seller will be unable to make-up the Shortfall Energy or achieve the Guaranteed Delivered Energy with delivery of PV Delivered Energy or Replacement Product, Buyer may, but shall not be obligated to, purchase Replacement Product to make up and Seller shall reimburse Buyer for its actual costs associated therewith. If at the end of each RPS Compliance Period during the Delivery Term there is any Shortfall Energy at such time, Seller shall pay Buyer damages in accordance with Section 9.3 for the then remaining amount of Shortfall Energy in the last calendar year of such RPS Compliance Period. For the purposes of this Section 9.2, any Deemed Generated Energy in excess of the Guaranteed Delivered Energy shall be counted toward the Shortfall Energy as if it had been delivered as PV Delivered Energy.

Section 9.3 Shortfall Damages. If Seller fails to make up the full amount of any Shortfall Energy (as such may be reduced by Buyer’s purchase, if any, of Replacement Product, by the end of the Shortfall Makeup Period (or the end of the RPS Compliance Period, as the case may be), Seller shall within sixty (60) days after the end of the applicable Shortfall Makeup Period (or the end of the RPS Compliance Period, as the case may be), pay Buyer

damages, which damages shall be an amount, for each MWh of remaining Shortfall Energy, equal to the positive difference, if any, obtained by subtracting (a) the Contract Price that Buyer would have paid for such remaining Shortfall Energy had it been timely delivered, from (b) the sum of (1) the Market Price Index for such remaining Shortfall Energy and (2) the Green Value associated therewith. For the avoidance of doubt, Buyer shall not be obligated to procure Replacement Product in order to recover Shortfall Damages. In addition, Seller shall reimburse Buyer for any and all amounts of reasonably documented penalties or fines incurred by Buyer as a result of Buyer's noncompliance with EPS Law or RPS Law to the extent such non-compliance was caused by Seller's failure to make up the full amount of any Shortfall Energy before the end of any RPS Compliance Period ("**Shortfall Damages**"). If Seller fails to pay Buyer the Shortfall Damages within sixty (60) days after the end of the Shortfall Makeup Period, Buyer shall have the right to immediately draw the applicable amount of Shortfall Damages owed to Buyer from the Delivery Term Security. The Parties acknowledge and agree that the damages that Buyer would incur due to the failure to deliver the Shortfall Energy would be difficult or impossible to predict with certainty, and it is impractical and difficult to assess actual damages in those circumstances and, therefore, the payment of Shortfall Damages is a fair and reasonable remedy for such damages. The provision of Shortfall Damages shall be in lieu of actual damages for the occurrence of any Shortfall Energy hereunder that is not cured with PV Delivered Energy and/or Replacement Energy and is Buyer's sole remedy for Seller's failure to deliver Shortfall Energy; however, the payment of Shortfall Damages shall not limit Buyer's rights to exercise any right or remedy available under this Agreement or at law or in equity for any other breach or default occurring concurrently with, before, or after the failure to meet the Guaranteed Delivered Energy, including a Default under Section 13.1(l); *provided* that the payment of Shortfall Damages shall be taken into account when determining any damages due Buyer for such Default.

Section 9.4 Availability Requirement. Seller shall be responsible for all costs, charges, expenses, penalties, and obligations resulting from Availability Standards, if applicable, and Seller shall be entitled to retain all credits, payments, and revenues, if any, resulting from Seller achieving or exceeding Availability Standards, if applicable, other than the Capacity Rights.

Section 9.5 [Reserved].

Section 9.6 Performance Guarantees, Remedies and Termination Rights.

(a) Throughout the Delivery Term, Seller warrants that (i) the BESS will perform at a rate that results in the Dischargeable Energy at any time equaling or exceeding the Guaranteed Dischargeable Energy, as illustrated in and calculated on an annual basis in accordance with Appendix K-1 (the "**Dischargeable Energy Performance Guarantee**"); (ii) the Round Trip Efficiency during each Contract Year, as calculated in accordance with Appendix K-1, will not fall below the amount specified in Appendix K-1 for such Contract Year (the "**Round Trip Efficiency Performance Guarantee**"); (iii) Monthly BESS Availability, as calculated in accordance with Appendix K-1, will be at least the percentage set forth in Appendix K-1 for each month (the "**Monthly BESS Availability Guarantee**"); (iv) the Annual PV System Availability during each Contract Year, as calculated in accordance with Appendix K-1, will equal or exceed the Annual PV System Availability Requirement for such Contract Year, as specified in Appendix K-1 (the "**Annual PV System Availability Guarantee**"); and (v) the BESS will charge and discharge from

zero percent (0%) to one hundred percent (100%) without limitation, and the BESS Metered Output will not deviate from the automated dispatch system of the CAISO (the “**ADS**”).

(b) In the event of a failure of the Dischargeable Energy Performance Guarantee, the Round Trip Efficiency Performance Guarantee, the Monthly BESS Availability Guarantee, or the Annual PV System Availability Guarantee, the BESS Capacity Price shall be reduced for each month that the applicable guarantee is not satisfied and continue until the first month that the applicable guarantee is satisfied. The resulting adjusted BESS Capacity Price for any non-compliant month (the “**Adjusted BESS Capacity Price**”) shall be determined as follows:

(i) In the event of a failure of the Dischargeable Energy Performance Guarantee, the Adjusted BESS Capacity Price shall be an amount equal to the product of (A) the BESS Capacity Price, multiplied by (B) the Dischargeable Energy Adjustment Factor calculated for such month in accordance with Appendix K-2.

(ii) In the event of a failure of the Round Trip Efficiency Performance Guarantee, the Adjusted BESS Capacity Price shall be an amount equal to the product of (A) the BESS Capacity Price, multiplied by (B) the Round Trip Efficiency Adjustment Factor calculated for such month in accordance with Appendix K-2.

(iii) In the event of a failure of the Monthly BESS Availability Guarantee, the Adjusted BESS Capacity Price shall be an amount equal to the product of (A) the BESS Capacity Price, multiplied by (B) a fraction where (I) the numerator is an amount equal to the actual Monthly BESS Availability for such month, calculated in accordance with Appendix K-1, and (II) the denominator is the percentage for Monthly BESS Availability Guarantee set forth in Appendix K-1.

(iv) In the event of a failure of the Annual PV System Availability Guarantee, the Adjusted BESS Capacity Price shall be an amount equal to the product of (A) the BESS Capacity Price, multiplied by (B) the Annual PV System Availability Adjustment Factor calculated for such Contract Year in accordance with Appendix K-2.

(v) In the event of a failure of multiple guarantees addressed by this Section 9.6(b) in the same month, the Adjusted BESS Capacity Price for such month shall be an amount equal to the lowest Adjusted BESS Capacity Price resulting from application of the formulas set forth in the foregoing Section 9.6(b)(i)-(iv).

(vi) Notwithstanding Section 9.6(b)(i)-(iv) and Section 9.6(c), in the event of a failure of either the Minimum Dischargeable Energy Performance Guarantee or the Minimum Round Trip Efficiency Performance Guarantee that, in either case, continues for a period of three (3) consecutive months following the last day of the first non-compliant month, the Adjusted BESS Capacity Price for each succeeding month shall be reduced to zero dollars (\$0) until Seller has completed any necessary remedial measures to bring the BESS back into compliance with the applicable guarantee.

(c) Notwithstanding Buyer’s recourse to the Adjusted BESS Capacity Price remedy, as described in Section 9.6(b), Seller shall be considered in Default under this Agreement:

(i) for failure of the Minimum Dischargeable Energy Performance Guarantee, if: (A) any such failure continues for a period of six (6) consecutive months following the last day of the first non-compliant month, or (B) the total number of non-compliant months for such guarantee is equal to twelve (12) or more at any time during the Delivery Term;

(ii) if BESS Metered Output deviates from the ADS and such failure continues for a period of sixty (60) consecutive days; or

(iii) for failure of the Monthly BESS Availability Guarantee, if any such failure continues for a period of twelve (12) months following the last day of any non-compliant month.

ARTICLE X CAPACITY RIGHTS

Section 10.1 Capacity Rights. For and in consideration of Buyer entering into this Agreement, and in addition to the agreement by Buyer and Seller to purchase and sell Delivered Energy and Environmental Attributes on the terms and conditions set forth herein, Seller hereby transfers to Buyer, and Buyer hereby accepts from Seller, all of Seller's rights, title and interest in and to the Capacity Rights, including resource adequacy, local capacity requirement, flexible resource capacity attributes, and other present and future capacity attribute values related to the Facility. Buyer and Seller acknowledge and agree that the consideration for the transfer of Capacity Rights, if any, is contained within the relevant prices for PV Delivered Energy and the BESS Capacity Payments. In no event shall Buyer have any obligation or liability whatsoever for any debt pertaining to the Facility by virtue of Buyer's ownership of the Capacity Rights or otherwise.

Section 10.2 Covenant Regarding Capacity Rights. Seller represents and covenants that it has not assigned, transferred, conveyed, encumbered, sold or otherwise disposed of and shall not in the future assign, transfer, convey, encumber, sell or otherwise dispose of any of the Capacity Rights to any Person other than Buyer or attempt to do any of the foregoing with respect to any of the Capacity Rights. During the Agreement Term, Seller shall not report to any Person that any of the Capacity Rights belong to any Person other than Buyer. Buyer may, its own risk and expense, report to any Person that the Capacity Rights belongs to it.

Section 10.3 Further Assurances. Seller shall execute and deliver such documents and instruments and take such other action as required by the CAISO and as Buyer's Authorized Representative may reasonably request to effect recognition and transfer of the Capacity Rights to Buyer. Seller shall bear the costs associated therewith.

ARTICLE XI BILLING; PAYMENT; AUDITS; METERING; ATTESTATIONS; POLICIES

Section 11.1 Billing and Payment. Billing and payment for all Products shall be as set forth in this ARTICLE XI.

Section 11.2 WREGIS Withholding. Prior to the PV System becoming CEC Certified and if, at any time after the PV System is CEC Certified, Seller fails to transfer Renewable Energy Credits to Buyer's WREGIS account in accordance with Section 8.4 within one hundred twenty (120) days after delivery of the corresponding PV Delivered Energy or Replacement Product, Buyer shall have the right to withhold from any payment to Seller, for each MWh of PV Delivered Energy or Replacement Product delivered under Section 6.1, an amount equal to Twenty Dollars (\$20) per MWh (such amount, the "***WREGIS Withhold Amount***") until such time as the WREGIS Certificate associated with such MWh has been credited to Buyer's WREGIS account as set forth in Section 8.4, and Buyer shall pay the WREGIS Withhold Amount previously withheld by Buyer for each MWh for which a WREGIS Certificate was credited to Buyer's WREGIS account in such month. If Buyer's right to withhold the WREGIS Withhold Amount is triggered after the PV System is CEC Certified in accordance with this Section 11.2, such right shall remain in effect until three hundred sixty-five (365) days after the date that Seller causes Renewable Energy Credits to once again be transferred to Buyer's WREGIS account in accordance with Section 8.4.

Section 11.3 Calculation of Energy Delivered; Invoices and Payment.

(a) Not later than the tenth (10th) day of each Month, commencing with the next Month following the Month in which Startup and Test Energy is generated, Seller shall deliver to Buyer a proper invoice showing the following for the preceding Month:

(i) PV Delivered Energy during such Month, specifying the portion of such PV Delivered Energy that is (A) Startup and Test Energy (and the payment owed in respect thereof according to the price on paragraph 1 of Appendix A-1), (B) Excess Energy; (C) Excess Energy > 120% and (D) PV Delivered Energy that is not Excess Energy, Excess Energy > 120% or Startup and Test Energy.

(ii) BESS Metered Output during such Month.

(iii) An accounting of the Guaranteed Delivered Energy for the applicable Contract Year and Measurement Period, an accounting of new or made up Shortfall Energy and/or Replacement Product, if applicable, and a confirmation as to whether Seller met or exceeded the Guaranteed Delivered Energy.

(iv) The BESS Capacity Payment for such Month.

(v) Any reimbursement to Buyer for the purchase of Replacement Product.

(vi) Seller's reasonable calculation of the amount of Deemed Generated Energy associated with any Compensable Curtailment for amounts owed by Buyer in accordance with Section 7.4(b).

(vii) Any other payments due to Buyer or to Seller under this Agreement, including amounts due to Buyer in connection with third party sales of curtailed Energy under Section 6.2 and any unpaid liquidated damages that have accrued prior to the invoice date.

(b) Seller shall calculate the amount of PV Delivered Energy, BESS Metered Output, and BESS Metered Input from meter readings at the Electric Metering Devices at the Point of Interconnection, the PV Energy Meter, and the BESS Energy Meter, all as depicted on Appendix Q, maintained pursuant to Section 11.7.

(c) Each invoice shall show the title of the Agreement and, if applicable, the Agreement number, the name, address and identifying information of Seller and the identification of material, equipment or services covered by the invoices, and shall be sent to the address set forth in Appendix J or such other address as Buyer may provide to Seller.

(d) Any electronic information delivered by Seller under this ARTICLE XI shall be in a format such as Microsoft Excel (or its equivalent) that allows Buyer to cut, paste or otherwise readily use and work with such information or documentation or as otherwise mutually agreed by the Parties.

(e) Concurrently with the delivery of each Monthly invoice, if required under Section 8.5, Seller shall deliver attestations of all Environmental Attribute transfers substantially in the form set forth in Appendix D.

(f) Subject to Section 11.3(g) and Section 11.4, not later than the thirtieth (30th) day after receipt by Buyer of Seller's Monthly invoice (or the next succeeding Business Day, if the thirtieth (30th) day is not a Business Day), Buyer (if the net payment in the applicable invoice is in favor of Seller) or Seller (if the net payment in the applicable invoice is in favor of Buyer), shall pay to Seller or Buyer, as applicable, by wire transfer of immediately available funds to an account specified by Seller or Buyer, as applicable, or by any other means agreed to by the Parties from time to time, the amount set forth as due in such Monthly invoice.

(g) Notwithstanding Section 11.3(a), if Buyer believes that it has insufficient information to verify the amount of Deemed Generated Energy calculated by Seller in the invoice, or if Buyer requires additional time to verify such information, Buyer shall notify Seller thereof within thirty (30) days after receipt of an invoice from Seller, and timely pay the amounts set forth in such Monthly invoice not related to Deemed Generated Energy. Within thirty (30) days after receipt by Buyer of additional information regarding such Deemed Generated Energy calculation, or on the date mutually agreed to by the Parties, Buyer shall pay to Seller the amount specified in the invoice or notify Seller of any discrepancies with respect to its calculation of the Deemed Generated Energy, in which event such invoice shall be subject to the provisions of Section 11.4.

(h) Seller shall, in subsequent invoices, adjust previously invoiced amounts to reflect (i) adjustments pursuant to Section 11.4, or (ii) adjustments, reconciliations or final settlements with WREGIS occurring after the date of the initial invoice, or any other adjustments agreed to by the Parties (which shall be without interest of any kind), *provided* that Buyer shall not be required to make invoice payments if the invoice is received more than one (1) year after the billing period.

(i) Buyer shall not be required to make invoice payments if the invoice is received more than six (6) Months after the applicable Monthly billing period except with respect to any disputed amounts where the dispute is first raised within six (6) months after the applicable

Monthly billing period and for any corrections or adjustments resulting in amounts owing by Buyer pursuant to Section 11.7(a).

Section 11.4 Disputed Invoices. If any portion of any invoice is in dispute, the undisputed amount shall be paid when due. The Party disputing a payment shall promptly notify the other Party of the basis for the dispute, setting forth the details of such dispute in reasonable specificity. Disputes shall be discussed directly by the Parties' Authorized Representatives, who shall use reasonable efforts to amicably and promptly resolve such Disputes, and any failure to agree shall be subject to resolution in accordance with Section 14.3. Upon resolution of any Dispute, if all or part of the disputed amount is later determined to have been due, then the Party owing such payment or refund shall pay within ten (10) days after receipt of notice of such determination the amount determined to be due plus interest thereon at the Interest Rate from the due date until the date of payment. For purposes of this Section 11.4, "***Interest Rate***" shall mean the lesser of (i) two percent (2%) above the per annum Prime Rate reported daily in *The Wall Street Journal*, or (ii) the maximum rate permitted by applicable Requirements of Law.

Section 11.5 Right of Setoff. In addition to any right now or hereafter granted under applicable law and not by way of limitation of any such rights, each Party shall have the right at any time or from time to time without notice to other Party or to any other Person, any such notice being hereby expressly waived, to set off against any amount due a Party from the other Party under this Agreement any undisputed amount due such Party from the other Party under this Agreement, including any undisputed amounts due because of breach of this Agreement or any other obligation.

Section 11.6 Records and Audits. Seller shall maintain, and the Authorized Auditors shall have access to, all records and data pertaining to the performance and management of this Agreement (including compliance with the Requirements) and related Subcontracts, and as necessary to properly reflect all costs claimed to have been incurred hereunder and thereunder, including (a) in their original form, all (i) documents provided to Seller in the ordinary course of business for the Facility, (ii) documents for billing, costs, metering, and Environmental Attributes, (iii) books, records, documents, reports, deliverables, employee time sheets, accounting procedures and practices, and (iv) records of financial transactions, and (b) other evidence, regardless of form (for example, machine readable media such as disk or tape, etc.) or type (for example, databases, applications software, database management software, or utilities). If Seller is required to submit cost or pricing data in connection with this Agreement, Seller shall maintain all records and documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. In the event of a Dispute, records that relate to the Agreement, Dispute, litigation or costs, or items to which an audit exception has been taken, shall be maintained. Buyer and the Authorized Auditors may discuss such records with Seller's officers and independent public accountants (and by this provision Seller authorizes said accountants to discuss such billings and costs), all at such times and as often as may be reasonably requested. All such records shall be retained, and shall be subject to examination and audit by the Authorized Auditors, for a period of not less than four (4) years following final payment made by Buyer hereunder as it relates to a particular payment obligation, four (4) years after the expiration or termination date of this Agreement, or final settlement of all disputes, claims, or litigation that authorizes the records to no longer be retained, or the retention period under the Requirements of Law applicable to any Participating Members,

whichever is later. Seller shall make said records or, to the extent accepted by the Authorized Auditors, photographs, micro-photographs, or other authentic reproductions thereof, available to the Authorized Auditors at Seller's principal business office or any other of Seller's offices as mutually agreed upon by Buyer and Seller, at all reasonable times and without charge. The Authorized Auditors may reproduce, photocopy, download, transcribe, and the like any such records. Any information provided by Seller on machine-readable media shall be provided in a format accessible and readable by the Authorized Auditors. Seller shall not, however, be required to furnish the Authorized Auditors with commonly available software. Seller shall be subject at any time with fourteen (14) days prior written notice to audits or examinations by Authorized Auditors, relating to all billings and required to verify compliance with all Agreement requirements relative to practices, methods, procedures, performance, compensation, and documentation. Examinations and audits shall be performed using generally accepted auditing practices and principles and applicable governmental audit standards. All information provided by Seller or Seller's Subcontractors pursuant to this Section 11.6 shall be subject to the provisions of Section 14.21. If Seller utilizes or is subject to Federal Acquisition Regulation, Part 30 and 31, et seq. accounting procedures, or a portion thereof, examinations and audits shall utilize such information. To the extent that an Authorized Auditor's examination or audit reveals inaccurate, incomplete or non-current records, or records are unavailable, the records shall be considered defective. Consistent with standard auditing procedures, Seller shall be provided fifteen (15) days to review an Authorized Auditor's examination results or audit and respond to Buyer prior to the examination's or audit's finalization and public release. If an Authorized Auditor's examination or audit indicates Seller has been overpaid under a previous payment application, the identified overpayment amount shall be paid by Seller to Buyer within fifteen (15) days after notice to Seller of the identified overpayment. If an Authorized Auditor's examination or audit reveals that Buyer's overpayment to Seller is more than five percent (5.0%) of the billings reviewed, Seller shall pay all expenses and costs incurred by the Authorized Auditors arising out of or related to the examination or audit, which examination or audit expenses and costs shall be paid by Seller to Buyers within fifteen (15) days after notice to Seller. Seller shall use commercially reasonable efforts to contractually require all Subcontractors performing services under this Agreement to comply with the provisions of this Section 11.6 by inserting this Section 11.6 into each Subcontract.

Section 11.7 Electric Metering Devices.

(a) The PV Delivered Energy made available to Buyer by Seller under this Agreement shall be measured using a CAISO-approved and CAISO-polled revenue-quality Electric Metering Device (in compliance with the CAISO Tariff and relevant protocols and is dedicated exclusively to the Facility) procured, installed, owned and maintained by Seller at the PV System and the Point of Delivery, and the BESS Metered Input and BESS Metered Output shall be measured using CAISO-approved and CAISO-polled revenue-quality Electric Metering Devices (in compliance with the CAISO Tariff and relevant protocols and dedicated exclusively to the Facility) procured, installed, owned and maintained by Seller at the BESS and the Point of Delivery, in each case, as depicted in the metering diagram attached to this Agreement as Appendix O. All such Electric Metering Devices used to provide data for the computation of payments shall be sealed and Seller shall only break the seal when such Electric Metering Devices are to be inspected and tested or adjusted in accordance with this Section 11.7. Seller shall arrange and bear all costs associated with the installation of the Electric Metering Devices needed for the registration,

recording and transmission of information regarding the Delivered Energy. Seller hereby agrees to provide a mutually agreed set of meter data to Buyer, which data shall be accessible to, and usable by, Buyer. In addition to providing Buyer with its meter data, Seller shall support Buyer's efforts to obtain read-only access to CAISO meter data applicable to the Facility and all inspection, testing and calibration data and reports from the CAISO. If the CAISO makes any adjustment to any CAISO meter data for a given time period, Seller agrees that it shall submit revised Monthly invoices, pursuant to this ARTICLE XI covering the entire applicable time period in order to fully conform such adjustments to the meter data. Seller shall submit any revised invoices no later than thirty (30) days after the date on which the CAISO provides Seller with binding adjustments to the meter data.

(b) Seller or its Authorized Representative, at no expense to Buyer, shall inspect and test all Electric Metering Devices upon installation and at least annually thereafter. Seller shall provide Buyer with reasonable advance notice of, and permit representatives of Buyer to witness and verify, such inspections and tests. Upon request by Buyer or Buyer's Authorized Representative, Seller or its Authorized Representative shall perform additional inspections or tests of any Electric Metering Device and shall permit a qualified representative of Buyer to inspect or witness the testing of any Electric Metering Device. The actual expense of any such requested additional inspection or testing shall be borne by Seller. Seller shall provide copies of any inspection or testing reports to Buyer.

(c) If an Electric Metering Device fails to register, or if the measurement made by an Electric Metering Device is found upon testing to be inaccurate by more than plus or minus one percent (+/- 1.0%), an adjustment shall be made correcting all measurements made by the inaccurate or defective Electric Metering Device for both the amount of the inaccuracy and the period of the inaccuracy, such adjustment to be made by the Scheduling Coordinator. The adjustment period shall be determined as far as can be reasonably ascertained by Buyer or Buyer's Authorized Representative from the best available data, subject to review and approval by Seller (such approval not to be unreasonably withheld). If the period of the inaccuracy cannot be ascertained reasonably, any such adjustment shall be for a period equal to one third of the time elapsed since the preceding test of the applicable Electric Metering Devices. To the extent that the adjustment period covers a period of deliveries for which payment has already been made by Buyer, Buyer shall use the corrected measurements as determined in accordance with this Section 11.7 to recompute the amount due for the period of the inaccuracy and shall subtract the previous payments by Buyer for this period from such recomputed amount. If the difference is a positive number, the difference shall be paid by Buyer to Seller; if the difference is a negative number, that difference shall be paid by Seller to Buyer, or at the direction of Buyer, may take the form of an offset to payments due to Seller from Buyer. Payment of such difference by the owing Party shall be made not later than thirty (30) days after the owing Party receives notice of the amount due, unless Buyer elects payment via an offset.

(d) Commencing on the first date on which Startup and Test Energy is produced by the Facility, and continuing throughout the Delivery Term, Seller shall provide to Buyer read only access to all Electric Metering Devices installed, owned and operated by Seller that are used to measure PV Delivered Energy, BESS Metered Input, and BESS Metered Output.

Section 11.8 Taxes. Seller shall be responsible for and shall pay, before the due

dates therefor, any and all federal, state, and local Taxes incurred by it as a result of entering into this Agreement and all Taxes imposed or assessed with respect to the Facility, the Site or any other assets of Seller, the Products or the transaction arising before or at the Point of Delivery. Buyer shall pay or cause to be paid all Taxes on or with respect to the Products or the transaction from (but excluding) the Point of Delivery to such Buyer. If Seller is required by a Requirement of Law to remit or pay Taxes that are the responsibility of Buyer hereunder, Buyer shall promptly reimburse Seller for such Taxes. If Buyer is required by Requirement of Law to remit or pay Taxes that are Seller's responsibility hereunder, Buyer may deduct such amounts from payments to Seller hereunder; if Buyer elects not to deduct such amounts from Seller's payments, Seller shall promptly reimburse Buyer for such amounts upon request. Nothing shall obligate or cause a Party to pay or be liable to pay any Taxes for which it is exempt under law. A Party that is exempt at any time and for any reason from one or more Taxes shall bear the risk that such exemption shall be lost or the benefit of such execution be reduced.

ARTICLE XII

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 12.1 Representations and Warranties of Buyer. Buyer makes the following representations and warranties to Seller as of the Effective Date:

(a) Buyer is a validly existing California joint powers authority, and has the legal power and authority to own its properties, to carry on its business as now being conducted and to enter into this Agreement, and to carry out the transactions contemplated hereby, and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

(b) The execution, delivery and performance by Buyer of this Agreement (i) have been duly authorized by all necessary action, and does not and will not require any consent or approval of such Buyer's regulatory or governing bodies, other than that which has been obtained; and (ii) does not violate any federal, state, and local law, including the California Government Code and similar laws.

(c) This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of creditors' rights generally or by general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law.

Section 12.2 Representations and Warranties of Seller. Seller makes the following representations and warranties to Buyer as of the Effective Date:

(a) Seller is a limited liability company duly organized, validly existing and in good standing under the laws of its respective state of incorporation or organization and is qualified to do business in the State of California, and has the legal power and authority to own or lease its properties, to carry on its business as now being conducted and to enter into this Agreement, and to carry out the transactions contemplated hereby and thereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

(b) Seller has taken all corporate or limited liability company action required to authorize the execution, delivery, and performance of this Agreement, and Seller has delivered to Buyer (i) copies of all resolutions and other documents evidencing such corporate or limited liability company actions, certified by an authorized representative of Seller as being true, correct, and complete, and (ii) an incumbency certificate signed by the secretary of Seller certifying as to the names and signatures of the authorized representatives of Seller.

(c) The execution, delivery and performance by Seller of this Agreement have been duly authorized by all necessary organizational action, and do not require any consent or approval other than those which have already been obtained.

(d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Agreement, do not conflict with or constitute a breach of or a default under, any of the terms, conditions or provisions of any Requirement of Law, or any organizational documents, agreement, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which Seller is a party or by which it or any of its property is bound, or result in a breach of or a default under any of the foregoing.

(e) This Agreement constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of creditors' rights generally or by general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(f) There is no pending, or to the knowledge of Seller, threatened action or proceeding affecting Seller before any Governmental Authority, which purports to affect the legality, validity or enforceability of this Agreement.

(g) Seller is not in violation of any Requirement of Law, which violations, individually or in the aggregate, would reasonably be expected to result in a material adverse effect on the business, assets, operations, condition (financial or otherwise) or prospects of Seller, or the ability of Seller to perform any of its obligations under this Agreement.

(h) As of the Effective Date (i) the corporate organizational structure and ownership of Seller and its Upstream Equity Owners up to Seller's Ultimate Parent is set forth on Schedule 12.2(h) and (ii) Seller is a Special Purpose Entity. The limited liability company interests in each of Seller and each Upstream Equity Owner have been duly issued under and authorized by their respective limited liability company agreements and in accordance with applicable Requirements of Law.

(i) Seller has (i) not entered into this Agreement with the actual intent to hinder, delay or defraud any creditor, and (ii) received reasonably equivalent value in exchange for its obligations under this Agreement. No petition in bankruptcy has been filed against Seller (other than petitions that have been dismissed within sixty (60) days after filing), and Seller has never made an assignment for the benefit of creditors or taken advantage of any insolvency act for its benefit as a debtor.

(j) Tax returns and reports of Seller required to be filed by it have been timely filed, and all Taxes shown on such Tax returns to be due and payable and all assessments, fees and other governmental charges upon Seller and upon its properties, assets, income, business and franchises that are due and payable have been paid when due and payable. Seller knows of no proposed Tax assessment against it that is not being actively contested by it in good faith and by appropriate proceeding.

(k) Seller owns or possesses or will acquire all patents, rights to patents, trademarks, copyrights and licenses necessary for the performance by Seller of its obligations under this Agreement, and, to Seller's knowledge, Seller's use thereof does not infringe on the intellectual property rights of third parties.

(l) Seller has not assigned, transferred, conveyed, encumbered, sold or otherwise disposed of the Products except as provided herein.

(m) Seller has obtained all Permits (including the CEQA Determinations) required for the construction, operation, and maintenance of the Facility in accordance with the Requirements and the performance of Seller's obligations hereunder, or such Permits are reasonably expected to be timely obtained in the ordinary course of business.

Section 12.3 Covenants of Seller Related to Site Control Documents.

(a) Seller shall at all times maintain Site Control.

(b) Seller shall use commercially reasonable efforts to enforce the provisions of the Site Control Documents short of termination thereof such that Seller may enjoy all of the rights granted to Seller thereunder.

(c) For each Site Control Document capable of being recorded, Seller shall cause, or shall cause the Lessor, if applicable, either a memorandum of such Site Control Document or the Site Control Document itself to be timely and duly recorded in the land records of the applicable county or counties of the State of California, or as otherwise provided by applicable law, to the extent recordable under federal or state law.

(d) Seller shall give Buyer immediate notice after Seller is aware of any of the following: (i) any default notice received by Seller or the Lessor or delivered by Seller or the Lessor under any Site Control Document or (ii) the commencement or threat of any action, arbitration, mediation, or other proceeding pertaining to any Site Control Document. Seller shall deliver to Buyer, immediately upon service or delivery thereof on, to or by Seller or Lessor, a copy of each petition, summons, complaint, notice of motion, order to show cause and other pleading or paper, however designated, which shall be served or delivered in connection with any such action, proceeding or arbitration. Buyer's cure of any default under a Site Control Document shall cure such default by Seller pursuant to Section 13.1(h).

(e) Throughout the Agreement Term, Seller shall notify Buyer of the institution of any proceeding for the condemnation or other taking of the Facility or any portion thereof (as applicable, a "**Taking**"), including the occurrence of any hearing associated therewith. Buyer may participate in any such proceeding and Seller shall deliver to Buyer all instruments necessary or

required by Buyer to permit such participation. Subject to the consent of the Facility Lender, upon any condemnation of the Facility or any portion thereof, Seller shall diligently repair, replace or reconstruct the Facility or portion thereof so condemned. Subject to the consent of the Facility Lender, all awards and compensation for the Taking or purchase in lieu of condemnation of the Facility or any portion thereof shall be applied toward the repair, restoration, reconstruction or replacement of the Facility.

Section 12.4 [Reserved].

Section 12.5 Additional Covenants of Seller.

(a) **Material Adverse Effect.** In the event of a material adverse effect on the business, assets, operations, condition (financial or otherwise) or prospects of Seller or an event of default by Seller or the operator under the O&M Agreement, Seller shall promptly thereafter notify Buyer. Upon the reasonable request of Buyer, Seller shall, within thirty (30) days after Buyer's request, provide Buyer with a plan or report, including the report (at Seller's sole cost and expense) of a Licensed Professional Engineer with respect to any material change in operations that demonstrates in detail reasonably acceptable to Buyer, that the applicable event or occurrence has been mitigated or cured, or will be mitigated or cured within a reasonable period or within the cure periods provided therefor (and listing, in detail, the actions that Seller has taken, is taking, or proposes to take with respect to such condition or event), or that such event or occurrence will not have a material adverse effect on the performance of Seller under this Agreement. A failure to provide such plan or report within thirty (30) days, or to diligently undertake any of the actions set forth under such plan or report, will be deemed a failure by Seller to perform under Section 13.1(b).

(b) **Special Purpose Entity.** Seller shall remain at all times throughout the Agreement Term a Special Purpose Entity.

(c) **[Reserved].**

(d) **Sale Leaseback Financing.**

(i) Seller shall provide Buyer with at least one hundred twenty (120) days' prior written notice of the consummation of a Sale Leaseback Financing, which notice shall include (A) introductory and contact information about and for any potential Sale Leaseback Lessors and (B) a summary of the provisions related to such Sale Leaseback Financing. Such notice shall be in addition to, and not in lieu of, any notice required under Section 14.7.

(ii) In the event of a Sale Leaseback Financing, promptly after closing thereof, Seller shall provide Buyer true and correct copies of all agreements with the Sale Leaseback Lessor (with confidential terms redacted).

(iii) It shall be a Default (which shall be subject to cure only if such Default is reasonably capable of being promptly and completely cured by Seller, and if not capable of being promptly and completely cured by Seller, shall be an immediate Default without opportunity to cure hereunder) should Seller enter into a Sale Leaseback Financing unless the Sale Leaseback Lessor or Sale Leaseback Lessors thereunder and Seller shall

have concurrently entered into an agreement with Buyer providing for (A) substantially the terms set forth in Appendix N, and (B) estoppel certificate(s) from such Sale Leaseback Lessor or Sale Leaseback Lessors certifying that this Agreement remains in full force and effect and binding on Seller and that each agreement providing for Seller's rights in and to the Site remains in full force and effect and binding on the third parties thereto.

(iv) Seller shall deliver, or cause to be delivered, copies of all resolutions and other documents evidencing the actions taken to approve, execute and deliver such Sale Leaseback Financing agreements and any the documents required in Section 12.5(d), in each case certified by an authorized representative of Seller as being true, correct and complete, and an incumbency certificate signed by the secretary of Seller certifying as to the names and signatures of the authorized representatives of Seller.

ARTICLE XIII

DEFAULT; TERMINATION AND REMEDIES; PERFORMANCE DAMAGE

Section 13.1 Default. Each of the following events or circumstances shall constitute a “***Default***” by the responsible Party (the “***Defaulting Party***”):

(a) **Payment Default.** Failure by a Party to make any payment (except for the payment of Daily Delay Damages) under this Agreement when and as due (other than payments disputed in good faith) that is not cured within twenty (20) days after receipt of notice thereof from the other Party (which amount shall include payment of interest from the due date at the Interest Rate).

(b) **Performance Default.** Failure by a Party to perform any of its duties or obligations under this Agreement (other than any failure that is separately listed as a Default of Seller under this Section 13.1) that is not cured within thirty (30) days after receipt of notice thereof from the other Party; *provided* that if such failure cannot be cured within such thirty (30) day period despite reasonable commercial efforts and such failure is not a failure to make a payment when due, such Party shall have up to ninety (90) additional days to cure.

(c) **Breach of Representation and Warranty.** Any representation, warranty, certification or other statement made by a Party in this Agreement is false or inaccurate at the time made and materially and adversely affects Seller's ability to perform its obligations hereunder; *provided* that no Default shall exist if such falsity or inaccuracy is remedied within thirty (30) days after receipt of notice thereof from another Party.

(d) **Bankruptcy.** Bankruptcy of Buyer or Seller.

(e) **Performance Security Failure.** (i) The failure of Seller to furnish Performance Security by the times set forth in Section 5.7(a) and Section 5.7(b); (ii) the failure of Seller to replace the Performance Security within ten (10) Business Days after a Downgrade Event occurs with respect to the issuer of the Performance Security; (iii) the failure of Seller to replace the Performance Security within ten (10) Business Days after Seller receives notice from Buyer of a termination of its relationship with the issuer of any Performance Security; or (iv) the issuer of any Performance Security provided by Seller hereunder contests the validity or enforceability of the Performance Security, the letter of credit provider denies that it has any liability in respect of

any Performance Security, or the letter of credit provider fails to honor a draw request properly made and tendered under this Agreement and such Performance Security is not replaced within five (5) Business Days after Seller becomes aware of such occurrence.

(f) **Insurance Default.** The failure of Seller to maintain and provide acceptable evidence of the required Insurance for the required period of coverage as set forth in Appendix F that is not cured within three (3) days after receipt of notice of such failure from Buyer.

(g) **Fundamental Change.** Except as permitted by Section 14.7, (i) a Party makes an assignment of its rights or delegation of its obligations under this Agreement, or (ii) a Change in Control occurs.

(h) **Site Control Document Default.** Except as may be expressly permitted by this Agreement, any Site Control Document fails to be in effect or is terminated for any reason, and such Site Control Document is not reinstated to be in full force and effect within twenty (20) days thereafter; *provided* that Seller shall not be in Default under this Section 13.1(h) should the termination of a Site Control Document be disputed, so long as Seller is contesting such termination in good faith.

(i) **Casualty.** Seller fails to meet its obligations under Section 14.19(b).

(j) **Construction Start Milestone.** (i) Seller fails to achieve the Construction Start Milestone on or before the date that is one hundred eighty (180) days after the Milestone Date for the Construction Start Milestone and (ii) Buyer elects not to allow Seller to continue to pay Daily Delay Damages to Buyer pursuant to Section 3.5(b)(ii).

(k) **Commercial Operation Date.** Seller fails to achieve Commercial Operation on or before the Outside Commercial Operation Date.

(l) **Shortfall Energy Termination Default.** The failure of the Facility during any Measurement Period to deliver PV Delivered Energy in an amount that equals at least seventy-five percent (75%) of the Annual Contract Quantity applicable for each such Measurement Period.

(m) **BESS Defaults.** A BESS performance failure as set forth in Section 9.6(c)(i), Section 9.6(c)(ii) or Section 9.6(c)(iii).

Section 13.2 Default Remedy.

(a) If Buyer is in Default for nonpayment, subject to any duty or obligation under this Agreement, Seller may, at its sole option, (i) suspend performance hereunder, (ii) terminate this Agreement, or (iii) continue to provide services pursuant to its obligations under this Agreement; *provided* that nothing in this Section 13.2(a) shall affect Seller's rights and remedies set forth in this Section 13.2. Seller's continued service to Buyer shall not act to relieve Buyer of any of its duties or obligations under this Agreement.

(b) Notwithstanding any other provision herein, if any Default has occurred and is continuing, the affected Party may, whether or not the dispute resolution procedure set forth in Section 14.3 has been invoked or completed, bring an action in any court of competent jurisdiction

as set forth in Section 14.3 seeking injunctive relief in accordance with applicable rules of civil procedure.

(c) Except as expressly limited by this Agreement, if a Default has occurred and is continuing and Buyer is the Defaulting Party, Seller may without further notice exercise any rights and remedies provided herein or otherwise available at law or in equity including a termination of this Agreement pursuant to Section 13.4. No failure of Seller to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Seller of any other right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power.

(d) Except as expressly limited by this Agreement, if a Default has occurred and is continuing and Seller is the Defaulting Party, Buyer may without further notice exercise any rights and remedies provided for herein, or otherwise available at law or equity, including (i) application of all amounts available under the Performance Security against any amounts then payable by Seller to Buyer under this Agreement and (ii) termination of this Agreement pursuant to Section 13.4. No failure of Buyer to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Buyer of any right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power by Buyer.

Section 13.3 Cure Rights of Facility Lender. Buyer shall provide such consents to assignment, substantially in the form attached as Appendix P, as may be reasonably requested by Seller or any Facility Lender (other than a Tax Equity Investor) which shall comply with the applicable terms and conditions of this Agreement (such consent, the “***Consent and Agreement***”). The Consent and Agreement shall provide the Facility Lender, as applicable, or its agent notice of the occurrence of any Default described in Section 13.1 and the opportunity to cure any such default to the extent Seller has an opportunity hereunder to cure such default. Seller shall promptly repay Buyer for any costs or expenses incurred by Buyer in making any such payments or otherwise incurred by Buyer in connection with curing a default by Seller. In addition, Buyer shall, if reasonably requested by a Tax Equity Investor, provide a written consent providing such Tax Equity Investor with the right, but not the obligation, at any time, to pay any or all amounts due from Seller to Buyer hereunder, and to do any other act or thing required of Seller, in each case to cure any default of Seller under this Agreement in a manner that is consistent with the applicable terms and conditions of this Agreement, and provide a customary estoppel certificate, *provided* that the terms and conditions of any such consent, or any estoppel certificate, shall have no (and could not reasonably be expected to have any) adverse effect on Buyer’s rights under this Agreement, and, except for a reasonable additional cure period for the Tax Equity Investor to cure a default of Seller as set forth in the consent with such Tax Equity Investor, which additional cure period shall be no longer than the cure period afforded the Facility Lender, shall be consistent with the terms and conditions of this Agreement. Seller shall pay Buyer for the reasonable costs and expenses, including reasonable attorneys’ fees, incurred by Buyer in the negotiation of the documents Buyer is required to deliver hereunder.

Section 13.4 Termination for Default.

(a) If a Default occurs, the Party that is not the Defaulting Party (the “**Non-Defaulting Party**”) may, for so long as the Default is continuing and, to the extent permitted by applicable law, without limiting any other rights or remedies available to the Non-Defaulting Party under this Agreement, by notice by it (“**Termination Notice**”) to the Defaulting Party (i) establish a date (which shall be no earlier than the date of such notice and no later than twenty (20) days after the date of such notice) (“**Early Termination Date**”) on which this Agreement shall terminate, and (ii) withhold any payments due in respect of this Agreement; *provided*, upon the occurrence of any Default of the type described in Section 13.1(d), this Agreement shall automatically terminate, without notice or other action by either Party as if an Early Termination Date had been declared immediately prior to such event.

(b) If an Early Termination Date has been designated, the Non-Defaulting Party shall calculate in a commercially reasonable manner its Gains, Losses and Costs resulting from the termination of this Agreement and the resulting Termination Payment. The Gains, Losses and Costs relating to the Products that would have been required to be delivered under this Agreement had it not been terminated shall be determined by comparing the amounts Buyer would have paid for the Products under this Agreement to the equivalent quantities and relevant market prices, either quoted by one or more bona fide third party offers, or which are reasonably expected by the Non-Defaulting Party to be available in the market under a replacement contract for this Agreement covering the same products and having a term equal to the Remaining Term at the date of the Termination Notice, adjusted to account for differences in transmission, if any. To ascertain the market prices of a replacement contract, the Non-Defaulting Party may consider, among other valuations, quotations from dealers in Energy contracts and bona fide third party offers. The Non-Defaulting Party shall not be required to enter into any such replacement agreement in order to determine its Gains, Losses and Costs or the Termination Payment.

(c) For purposes of the Non-Defaulting Party’s determination of its Gains, Losses and Costs and the Termination Payment, it shall be assumed, regardless of the facts, that Seller would have sold, and Buyer would have purchased, each day during the Remaining Term (i) PV Delivered Energy in an amount equal to the Assumed Daily Deliveries, (ii) the Environmental Attributes associated therewith, (iii) all Capacity Rights and (iv) the full BESS Contract Capacity. The “**Assumed Daily Deliveries**” shall be an amount equal to the greater of (A) the quotient of the Guaranteed Delivered Energy divided by three hundred sixty-five (365), and (B) the average daily amount of PV Delivered Energy during the Delivery Term, if any.

(d) The Non-Defaulting Party shall notify the Defaulting Party of the Termination Payment, which notice shall include a written statement explaining in reasonable detail the calculation of such amount. If the Termination Payment is a positive number, the Defaulting Party shall, within ten (10) Business Days after receipt of such notice, pay the Termination Payment to the Non-Defaulting Party, together with interest accrued at the Interest Rate from the Early Termination Date until paid.

(e) If the Defaulting Party disagrees with the calculation of the Termination Payment and the Parties cannot otherwise resolve their differences, the calculation of the Termination Payment shall be submitted to the dispute resolution process provided in Section 14.3. Following resolution of the dispute, the Defaulting Party shall pay the full amount of the Termination Payment (if any) as determined by such resolution as and when required, but no later

than thirty (30) days following the date of such resolution, together with all interest, at the Interest Rate, that accrued from the Early Termination Date until the date the Termination Payment is paid.

(f) For purposes of this Agreement:

(i) “**Gains**” means, with respect to a Party, an amount equal to the present value of the economic benefit (exclusive of Costs), if any, resulting from the termination of its obligations under this Agreement, determined in a commercially reasonable manner;

(ii) “**Losses**” means, with respect to a Party, an amount equal to the present value of the economic loss (exclusive of Costs), if any, resulting from the termination of its obligations under this Agreement, determined in a commercially reasonable manner;

(iii) “**Costs**” means, with respect to a Party, brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred in terminating any arrangement pursuant to which it has hedged its obligations or in entering into new arrangements which replace this Agreement, excluding attorneys’ fees, if any, incurred in connection with enforcing its rights under this Agreement. Each Party shall use reasonable efforts to mitigate or eliminate its Costs.

(iv) In no event shall a Party’s Gains, Losses or Costs include any penalties or similar charges imposed by the Non-Defaulting Party.

(v) The Present Value Rate shall be used as the discount rate in all present value calculations required to determine Gains, Losses and Costs.

(g) At the time for payment of any amount due under this Section 13.4, each Party shall pay to the other Party, all additional amounts, if any, payable by it under this Agreement (including any amounts withheld pursuant to Section 13.4(a)).

ARTICLE XIV MISCELLANEOUS

Section 14.1 Authorized Representative. Each Party shall designate an authorized representative who shall be authorized to act on its behalf with respect to those matters contained herein (each an “**Authorized Representative**”), which shall be the functions and responsibilities of such Authorized Representatives. Each Party may also designate an alternate who may act for the Authorized Representative. Within thirty (30) days after execution of this Agreement, each Party shall notify the other Party of the identity of its Authorized Representative, and alternates if designated, and shall promptly notify the other Party of any subsequent changes in such designation. The Authorized Representatives shall have no authority to alter, modify, or delete any of the provisions of this Agreement. To the extent that an Authorized Representative’s contact information is not provided in Appendix J, at the time a Party designates such Authorized Representative, such Party shall concurrently provide written notice to the other Party of such Authorized Representative’s contact information.

Section 14.2 Notices. All notices, requests, demands, consents, waivers and other communications which are required under this Agreement shall be in writing and shall be deemed properly sent if delivered in person, reliable overnight courier, or sent by registered or certified mail, postage prepaid to the persons specified in Appendix J. The Parties may update Appendix J, from time to time, to designate another person, address or office to which notices shall be delivered by delivering notice to the other Parties in accordance with this Agreement. In addition to the foregoing, the Parties may agree in writing at any time to deliver notices, requests, demands, consents, waivers and other communications through alternate methods, such as electronic mail.

Section 14.3 Dispute Resolution.

(a) In the event of any claim, controversy or dispute between the Parties arising out of or relating to or in connection with this Agreement (including any dispute concerning the validity of this Agreement or the scope and interpretation of this Section 14.3) (a “**Dispute**”), either Party (the “**Notifying Party**”) may deliver to the other Party (the “**Recipient Party**”) notice of the Dispute with a detailed description of the underlying circumstances of such Dispute (a “**Dispute Notice**”). The Dispute Notice shall include a schedule of the availability of the Notifying Party’s senior officers (having a title of senior vice president (or its equivalent) or higher) duly authorized to settle the Dispute during the thirty (30) day period following the delivery of the Dispute Notice.

(b) The Recipient Party shall, within five (5) Business Days following receipt of the Dispute Notice, provide to the Notifying Party a parallel schedule of availability of the Recipient Party’s senior officers (having a title of senior vice president (or its equivalent) or higher) duly authorized to settle the Dispute. Following delivery of the respective senior officers’ schedules of availability, the senior officers of the Parties shall meet and confer as often as they deem reasonably necessary during the remainder of the thirty (30) day period in good faith negotiations to resolve the Dispute to the satisfaction of each Party.

(c) In the event a Dispute is not resolved pursuant to the procedures set forth in Section 14.3(a) and Section 14.3(b) by the expiration of the thirty (30) day period set forth in Section 14.3(a), then a Party may pursue any legal remedy available to it in accordance with the provisions of Section 14.12 and Section 14.13 of this Agreement.

(d) In addition to the Dispute resolution process set forth in this Section 14.3, the Parties shall comply with California law governing claims against public entities and presentment of such claims.

Section 14.4 Further Assurances; Change in Electric Market Design.

(a) Each Party agrees to execute and deliver all further instruments and documents, and take all further actions not inconsistent with the provisions of this Agreement that may be reasonably necessary to effectuate the purposes and intent of this Agreement.

(b) If a change in the CAISO Tariff renders this Agreement or any provisions hereof incapable of being performed or administered, then either Party may request that Buyer and Seller enter into negotiations to make the minimum changes to this Agreement necessary to make

this Agreement capable of being performed and administered, while attempting to preserve to the maximum extent possible the benefits, burdens, and obligations set forth in this Agreement as of the Effective Date. Upon delivery of such a request, Buyer and Seller shall engage in such negotiations in good faith. If Buyer and Seller are unable, within sixty (60) days after delivery of such request, to agree upon changes to this Agreement or to resolve issues relating to changes to this Agreement, then either Party may submit issues pertaining to changes to this Agreement to the Dispute resolution process set forth in Section 14.3. Notwithstanding the foregoing, a change in cost shall not in and of itself be deemed to render this Agreement or any of the provisions hereof incapable of being performed or administered, or constitute, or form the basis of, a Force Majeure.

Section 14.5 No Dedication of Facilities. Any undertaking by one Party to the other Party under any provisions of this Agreement shall not constitute the dedication of the Facility or any portion thereof of either Party to the public or to the other Party or any other Person, and it is understood and agreed that any such undertaking by either Party shall cease upon the termination of such Party's obligations under this Agreement.

Section 14.6 Force Majeure.

(a) A Party shall not be considered to be in default in the performance of any of its obligations under this Agreement (other than the obligations of a Party to make payment of amounts due under this Agreement) when and to the extent such Party's performance is prevented by a Force Majeure that, despite the exercise of due diligence, such Party is unable to prevent or mitigate, *provided* the Party has given a written detailed description of the full particulars of the Force Majeure to the other Party reasonably promptly after becoming aware thereof (and in any event within fourteen (14) days after the initial occurrence of the claimed Force Majeure event) (the "***Force Majeure Notice***"), which notice shall include information with respect to the nature, cause and date and time of commencement of such event, and the anticipated scope and duration of the delay. The Party providing such Force Majeure Notice shall be excused from fulfilling its obligations under this Agreement until such time as the Force Majeure has ceased to prevent performance or other remedial action is taken, at which time such Party shall promptly notify the other Party of the resumption of its obligations under this Agreement. If Seller is unable to deliver, or Buyer is unable to receive, PV Delivered Energy due to a Force Majeure, then Buyer shall have no obligation to pay Seller for PV Delivered Energy not delivered or received by reason thereof. It is understood by the Parties that, subject to the provisions of Section 7.4, the foregoing provisions shall not excuse any obligation of Seller with respect to delivery of the Guaranteed Delivered Energy under ARTICLE VI, or Shortfall Energy (and Replacement Product, as applicable), or either Party's obligation to make payments to one another up to the time that Seller ceases deliveries of PV Delivered Energy, arising prior to the occurrence of any Force Majeure event. In no event shall Buyer or Seller be obligated to compensate the other Party or any other Person for any losses, expenses or liabilities that the other Party or such other Person may sustain as a consequence of any Force Majeure.

(b) The term "***Force Majeure***" means any act of God (including fire, flood, earthquake, extremely severe storm, lightning strike, tornado, volcanic eruption, hurricane or other natural disaster), labor disturbance, strike or lockout of a national scope, epidemic or pandemic, act of the public enemy, war, insurrection, riot, explosion, terrorist activities or any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or

other occurrence that (i) prevents one Party from performing any of its obligations under this Agreement, (ii) could not reasonably be anticipated as of the date of this Agreement, (iii) is not within the reasonable control of, or the result of negligence, willful misconduct, breach of contract, intentional act or omission or wrongdoing on the part of the affected Party (or any subcontractor or Affiliate of that Party, or any Person under the control of that Party or any of its subcontractors or Affiliates, or any Person for whose acts such subcontractor or Affiliate is responsible), and (iv) by the exercise of due diligence the affected Party is unable to overcome or avoid or cause to be avoided; *provided*, nothing in clause (iv) above shall be construed so as to require a Party to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or labor dispute in which it may be involved. Notwithstanding the foregoing, the conditions existing as of the date of this Agreement due to the COVID-19 pandemic shall not be considered a Force Majeure, but any subsequent increase in government restrictions due to a worsening or resurgence of the COVID-19 pandemic may be considered a Force Majeure. Any Party rendered unable to fulfill any of its obligations by reason of a Force Majeure shall exercise due diligence to remove such inability with reasonable dispatch within a reasonable time period and mitigate the effects of the Force Majeure. The relief from performance shall be of no greater scope and of no longer duration than is required by the Force Majeure. Without limiting the generality of the foregoing, a Force Majeure does not include any of the following (each an “*Unexcused Cause*”): (1) any requirement to comply with a RPS Law or any change (whether voluntary or mandatory) in any RPS Law, or other Change in Law, that may affect the value of the Products; (2) events arising from the failure by Seller to construct, operate or maintain the Facility in accordance with this Agreement except to the extent such event is caused by a Force Majeure; (3) any increase of any kind in any cost; (4) delays in or inability of a Party to obtain financing or other economic hardship of any kind; (5) Seller’s ability to enter into a contract to sell PV System Energy at a more favorable price or Buyer’s ability to purchase the Product or any part thereof at a price lower than that provided in this Agreement; (6) curtailment or other interruption of any Transmission Service except to the extent such interruption is caused by a Force Majeure; (7) failure of third parties to provide goods or services essential to a Party’s performance except to the extent such failure is caused by a Force Majeure; (8) Facility or equipment failure of any kind except to the extent such failure is caused by a Force Majeure; (9) any changes in the financial condition of Buyer, Seller, the Facility Lender or any subcontractor or supplier affecting the affected Party’s ability to perform its obligations under this Agreement.

(c) Buyer may terminate this Agreement if (i) a Force Majeure event occurs that diminishes the production of the PV System by more than fifty percent (50%) of the PV Contract Capacity or the capacity of the BESS by more than fifty percent (50%) of the BESS Contract Capacity for a period of eighteen (18) consecutive months, or (ii) the Facility is rendered inoperable and an independent engineer that is mutually acceptable to both Parties determines that the Facility cannot be repaired or replaced within a period not to exceed twenty-four (24) months following the date of the occurrence of the Force Majeure event.

(d) Any termination of this Agreement under Section 14.6(c) shall be “no-fault” and neither Party shall have any liability or obligation to the other Party arising out of such termination. Notwithstanding the foregoing, upon any such termination, each Party shall pay the other Party for any and all amounts hereunder that may be owing, including Seller’s obligation to make payments to Buyer for any existing Shortfall Energy, or other outstanding payments due in the ordinary course that occurred prior to the termination. Buyer shall return to Seller the

Performance Security (less any amounts drawn by Buyer in accordance with this Agreement). The exercise by Buyer of its right to terminate the Agreement shall not render Buyer or Seller liable for any losses or damages incurred by the other Party whatsoever.

Section 14.7 Assignment of Agreement.

(a) Buyer may from time to time and at any time assign any or all of its rights, and delegate any or all of its obligations, under this Agreement in whole or in part without the consent of Seller to a Qualified Buyer Assignee. Buyer shall provide Seller with thirty (30) days' prior notice of any such assignment or delegation. Notwithstanding the foregoing, in connection with any such assignment, such Qualified Buyer Assignee shall execute a written assumption agreement in favor of Seller pursuant to which any such Qualified Buyer Assignee shall assume all the obligations of Buyer under this Agreement, thereby relieving the assignor Buyer from its duties and obligations hereunder and thereunder.

(b) Except as set forth in this Section 14.7, Seller shall not assign any of its rights, or delegate any of its obligations, in or under this Agreement, without the prior written consent of Buyer, such consent not to be unreasonably withheld, conditioned, or delayed beyond the time period necessary for the internal review and approval process of Buyer. Any purported assignment or delegation in violation of this provision shall be null and void and of no force or effect.

(c) Seller may, without the prior written consent of Buyer, transfer or assign this Agreement if (A) the assignee is an Affiliate of Seller; (B) Seller has given Buyer notice at least fifteen (15) Business Days before the date of such proposed assignment; (C) Seller has provided Buyer a written agreement or certificate signed by the Affiliate to which Seller wishes to assign its interests that provides that such Affiliate will assume all of Seller's obligations and liabilities under this Agreement upon such transfer or assignment; and (D) such transfer or assignment is not in violation of applicable law.

(d) Buyer's consent shall not be required in connection with the collateral assignment or pledge of this Agreement for the sole purpose of financing this Facility to any Facility Lender or the assignment of this Agreement to a Tax Equity Investor in connection with a Tax Equity Financing; *provided, however*, that (1) in connection with any such assignment or pledge and the exercise of remedies by any Facility Lender, the Facility Lender acknowledges and agrees to be bound by the requirement that the Facility be operated and maintained by a Qualified Operator and (2) in the event of any foreclosure, whether judicial or nonjudicial, or any deed in lieu of foreclosure, in connection with any deed of trust, mortgage, or other similar Lien, Facility Lender shall be bound by the covenants and agreements of Seller in this Agreement. Seller shall provide Buyer with ninety (90) days' prior notice of any such collateral assignment or pledge. Notwithstanding the foregoing or anything else expressed or implied herein to the contrary, Seller shall not assign, transfer, convey, encumber, sell or otherwise dispose of all or any portion of the Products (not including the proceeds thereof) to any Facility Lender; *provided* that nothing herein shall limit Seller's right to encumber revenues earned from the sale of all or any portion of the Products, including Replacement Product.

(e) Seller shall provide at least ninety (90) days' written notice to Buyer prior to the occurrence of any (i) Change in Control pursuant to Section 14.7(f), (ii) any Tax Equity Financing or (iii) any proposed YieldCo Transfer. Concurrently with such notice, Seller shall provide Buyer with a then-current chart of the corporate organizational structure and ownership of Seller and a post-Change in Control, post-Tax Equity Financing or post YieldCo Transfer, as applicable, chart of the corporate organizational structure and ownership of Seller. In addition, following any permitted Change in Control, Seller and Buyer shall update the definition of Seller's Ultimate Parent by updating Schedule 12.2(h) of this Agreement.

(f) A Change in Control is permitted if (i) Buyer has given prior written consent to the transaction or transactions constituting the Change in Control, such consent not to be unreasonably withheld, conditioned or delayed and (ii) concurrently with the transaction or transactions constituting the Change in Control, if there is a successor entity to Seller, such successor entity executes a written assumption agreement in favor of Buyer pursuant to which such successor entity shall assume all of the obligations of Seller under this Agreement, and agree to be bound by all the terms and conditions of this Agreement. In connection with any Change in Control in which Seller remains party to this Agreement, at Buyer's request, Seller shall deliver an estoppel certificate to Buyer confirming that this Agreement remains in full force and effect.

(g) Except for a sale or transfer of the Facility by a Facility Lender as contemplated by Section 14.7(h), Seller shall not sell or transfer the Facility to any Person other than a Person to whom Seller assigns this Agreement in accordance with this Section 14.7, without the prior written consent of Buyer, other than a Sale Leaseback Financing (for which notice is required), without the prior written consent of Buyer; *provided*, that any such sale or transfer shall be in compliance with the provisions of Section 12.5(d). Any purported sale or transfer in violation of this Section 14.7(g) shall be null and void and of no force or effect. A Change in Control shall not be deemed a sale or transfer of the Facility.

(h) In no event shall Buyer be liable to any Facility Lender for any claims, losses, expenses or damages whatsoever other than liability a Buyer may have to Seller under this Agreement. In the event of any foreclosure, whether judicial or nonjudicial, or any deed in lieu of foreclosure, in connection with any deed of trust, mortgage, or other similar Lien, Facility Lender shall be bound by the covenants and agreements of Seller in this Agreement; *provided, however*, that until the Person who acquires title to the Facility executes and delivers to Buyer a written assumption of Seller's obligations under this Agreement in form and substance acceptable to Buyer, such Person shall not be entitled to any of the benefits of this Agreement. Any sale or transfer of all or any portion of the Facility by any Facility Lender in connection with any foreclosure, whether judicial or nonjudicial, or any deed in lieu of foreclosure, in connection with any deed of trust, mortgage or similar Lien on the Facility, shall be made only to an entity that is a Qualified Transferee.

(i) Seller shall reimburse, or shall cause the Facility Lender to reimburse, Buyer for the incremental direct expenses reasonably incurred and documented by Buyer in the preparation, negotiation, execution or delivery of the Consent and Agreement for the Facility Lender and any other documents requested by Seller, the Facility Lender, or any Tax Equity Investor and provided by Buyer, in connection with to this Section 14.7 or any Tax Equity Financing.

Section 14.8 Ambiguity. The Parties acknowledge that this Agreement was jointly prepared by them, by and through their respective legal counsel, and any uncertainty or ambiguity existing herein shall not be interpreted against either Party on the basis that the Party drafted the language, but otherwise shall be interpreted according to the application of the rules on interpretation of contracts.

Section 14.9 Attorneys' Fees & Costs. Both Parties agree that in any action to enforce the terms of this Agreement that each Party shall be responsible for its own attorneys' fees and costs. Each of the Parties to this Agreement was represented by its respective legal counsel during the negotiation and execution of this Agreement. Notwithstanding the foregoing, to the extent Buyer incurs legal costs in order to facilitate a Sale Leaseback Financing under Section 12.5(d) or the collateral assignment or pledge of this Agreement under Section 14.7(d), to evaluate whether a Change in Control has occurred, or such other action or review that is at the request of Seller, Seller shall bear Buyer's reasonable and documented legal costs therefor.

Section 14.10 Voluntary Execution. Both Parties acknowledge that they have read and fully understand the content and effect of this Agreement and that the provisions of this Agreement have been reviewed and approved by their respective counsel. The Parties further acknowledge that they have executed this Agreement voluntarily, subject only to the advice of their own counsel, and do not rely on any promise, inducement, representation or warranty that is not expressly stated herein.

Section 14.11 Entire Agreement; Amendments. This Agreement (including all Appendices and Exhibits) contains the entire understanding concerning the subject matter herein and supersedes and replaces any prior negotiations, discussions or agreements between the Parties, or any of them, concerning that subject matter, whether written or oral, except as expressly provided for herein. This is a fully integrated document. Each Party acknowledges that no other party, representative or agent, has made any promise, representation or warranty, express or implied, that is not expressly contained in this Agreement that induced the other Party to sign this document. This Agreement may be amended or modified only by an instrument in writing signed by each Party.

Section 14.12 Governing Law. This Agreement was made and entered into in the County of Los Angeles, California and shall be governed by, interpreted and enforced in accordance with the laws of the State of California, without regard to conflict of law principles.

Section 14.13 Venue. All litigation arising out of, or relating to this Agreement, shall be brought in a state or federal court in the County of Los Angeles in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of forum non conveniens.

Section 14.14 Execution in Counterparts. This Agreement may be executed in counterparts and upon execution by each signatory, each executed counterpart shall have the same force and effect as an original instrument and as if all signatories had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signature thereon, and may be attached to another counterpart of this Agreement identical in form hereto by having attached to it one or

more signature pages.

Section 14.15**Effect of Section Headings.** Section headings appearing in this Agreement are inserted for convenience only and shall not be construed as interpretations of text.

Section 14.16**Waiver; Available Remedies.** The failure of either Party to this Agreement to enforce or insist upon compliance with or strict performance of any of the terms or conditions hereof, or to take advantage of any of its rights hereunder, shall not constitute a waiver or relinquishment of any such terms, conditions or rights, but the same shall be and remain at all times in full force and effect. Except to the extent this Agreement expressly provides an exclusive remedy for a breach, nothing contained herein shall preclude either Party from seeking and obtaining any available remedies hereunder, including recovery of damages caused by the breach of this Agreement and specific performance or injunctive relief, or any other remedy given under this Agreement or now or hereafter existing in law or equity or otherwise. Seller acknowledges that money damages may not be an adequate remedy for violations of this Agreement and that Buyer may, in its sole discretion seek and obtain from a court of competent jurisdiction specific performance or injunctive or such other relief as such court may deem just and proper to enforce this Agreement or to prevent any violation hereof. Seller hereby waives any objection to specific performance or injunctive relief. The rights granted herein are cumulative.

Section 14.17**Relationship of the Parties.** This Agreement shall not be interpreted to create an association, joint venture or partnership between the Parties hereto or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as an agent or representative of, the other Party.

Section 14.18**Third Party Beneficiaries.** The provisions of this Agreement are solely for the benefit of the Parties, and, through Buyer, the Participating Members. Except for the Participating Members, nothing in this Agreement, whether express or implied, shall be construed to give to, or be deemed to create in, any other Person, whether as a third party beneficiary of this Agreement or otherwise, any legal or equitable right, remedy or claim in respect of this Agreement or any covenant, condition, provision, duty, obligation or undertaking contained or established herein. Except as provided herein, this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any Person that is not a party hereto.

Section 14.19**Indemnification; Damage or Destruction; Insurance; Condemnation; Limit of Liability.**

(a) **Indemnification.** Seller undertakes and agrees to indemnify and hold harmless Buyer, Participating Members, and all of their respective commissioners, officers, agents, employees, advisors, and Authorized Representatives and assigns and successors in interest (collectively, “*Indemnitees*”) and, at the option of Buyer, to defend such Indemnitees from and against any and all suits and causes of action (including proceedings before FERC), claims, charges, damages, demands, judgments, civil fines and penalties, other monetary remedies or losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any person, including

Seller's employees and agents, or third persons, or damage or destruction to any property of either Party or third persons, in any manner arising by reason of any breach of this Agreement by Seller, any failure of a representation, warranty or guarantee of Seller hereunder to be true in all material respects, the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement on the part of Seller, or any of the Seller's officers, agents, employees, or subcontractors of any tier, except to the extent caused by the gross negligence or willful misconduct of any such Indemnitee.

(b) **Damage or Destruction.** Subject to the provisions of Section 14.6, and to the consent of Facility Lender, not to be unreasonably withheld, in the event of any damage or destruction of the Facility or any part thereof, the Facility or such part thereof shall be diligently repaired, replaced or reconstructed by Seller so that the Facility or such part thereof shall be restored to substantially the same general condition and use as existed prior to such damage or destruction, unless a different condition or use is determined by Seller using its reasonable discretion taking into account the economics of repair, replacement, or reconstruction. Proceeds actually received of Insurance with respect to such damage or destruction maintained as provided in this Agreement shall be applied in Seller's reasonable discretion, subject to the consent of the Facility Lender, not to be unreasonably withheld, to the payment for such repair, replacement or reconstruction of the damage or destruction.

(c) **Insurance.** Seller shall obtain and maintain the Insurance coverages listed in Appendix F.

(d) **[Reserved].**

(e) **Limitation of Liability.** EXCEPT TO THE EXTENT INCLUDED IN THE DAILY DELAY DAMAGES OR OTHER LIQUIDATED DAMAGES PROVIDED HEREIN, INDEMNIFICATION OBLIGATIONS RELATED TO THIRD PARTY CLAIMS, OR OTHER SPECIFIC CHARGES EXPRESSLY PROVIDED FOR HEREIN, IN NO EVENT SHALL EITHER PARTY OR, IN THE CASE OF BUYER, ITS INDEMNITEES, BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR OTHER COSTS, BUSINESS INTERRUPTION DAMAGES RELATED TO OR ARISING OUT OF A PARTY'S PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED ON OR CLAIMED UNDER STATUTE, CONTRACT, TORT (INCLUDING SUCH PARTY'S OWN NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY AT LAW OR IN EQUITY. 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 OF SUCH DAMAGES, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONTRIBUTORY, CONCURRENT, OR ACTIVE OR PASSIVE. THE PARTIES HEREBY WAIVE ANY RIGHT TO CONTEST SUCH PAYMENTS AS AN UNREASONABLE PENALTY. In no event shall Seller be liable to Buyer for any Losses and Costs (including any liquidated damages) that are in the aggregate in excess of Nine Million Eight Hundred Thousand Dollars (\$9,800,000) during the period from the date of execution of this Agreement until the Commercial Operation Date; provided, however, that such limitation shall not apply to any Losses and Costs arising out of (i) Seller's obligations under this Agreement to indemnify and hold harmless Buyer for death, bodily injury, or personal injury to any

person or damage or destruction to any property or (ii) the gross negligence or willful misconduct of Seller or any of Seller's Affiliates or subcontractors.

(f) To the extent any damages required to be paid hereunder are liquidated, the Parties acknowledge that the damages are difficult or impossible to determine, and that the liquidated damages constitute a reasonable approximation of the anticipated harm or loss.

Section 14.20 Severability. In the event any of the terms, covenants or conditions of this Agreement, or the application of any such terms, covenants or conditions, shall be held invalid, illegal or unenforceable by any court having jurisdiction, all other terms, covenants and conditions of this Agreement and their application not adversely affected thereby shall remain in force and effect, *provided* that the remaining valid and enforceable provisions materially retain the essence of the Parties' original bargain.

Section 14.21 Confidentiality.

(a) Each Party agrees, and shall use reasonable efforts to cause its parent, subsidiary and Affiliates, and its and their respective directors, officers, employees, representatives and agents, as a condition to receiving confidential information hereunder, to keep confidential, except as required by applicable laws: (i) all documents, data, drawings, studies, projections, plans and other written information that relate to economic benefits to, or amounts payable by, either Party under this Agreement, and (ii) documents that are clearly marked "Confidential" at the time a Party shares such information with the other Party (clauses (i) and (ii) above, the "***Confidential Information***"). The provisions of this Section 14.21 shall survive and shall continue to be binding upon the Parties for a period of one (1) year following the date of termination or expiration of this Agreement. Notwithstanding the foregoing, information shall not be considered Confidential Information which (A) is disclosed with the prior written consent of the originating Party, (B) was in the public domain prior to disclosure or is or becomes publicly known or available other than through the action of the receiving Party in violation of this Agreement, (C) was lawfully in a Party's possession or acquired by a Party outside of this Agreement, which acquisition was not known by the receiving Party to be in breach of any confidentiality obligation, or (D) is developed independently by a Party based solely on information that is not considered confidential under this Agreement.

(b) Either Party may, without violating this Section 14.21, disclose matters that are made confidential by this Agreement:

(i) to its counsel, accountants, auditors, advisors, other professional consultants, credit rating agencies, actual or prospective, co-owners, investors, purchasers, lenders, underwriters, contractors, suppliers, and others involved in construction, operation, and financing transactions and arrangements for a Party or its subsidiaries or Affiliates;

(ii) to Governmental Authorities and parties involved in any proceeding in which either Party is seeking a Permit, certificate, or other regulatory approval or order necessary or appropriate to carry out this Agreement;

(iii) to Governmental Authorities or the public as required by any law, regulation, order, rule, ruling or other Requirement of Law, including oral questions, discovery requests, subpoenas, civil investigations or similar processes and laws or regulations requiring disclosure of financial information, information material to financial matters, and filing of financial reports;

(iv) to WREGIS in accordance with WREGIS Operating Rules; and

(v) with respect to Buyer, to any of its respective members from time to time.

(c) If a Party is requested or required, pursuant to any applicable law, regulation, order, rule, ruling or other Requirement of Law, discovery request, subpoena, civil investigation or similar process to disclose any of the Confidential Information, such Party shall provide prompt written notice to the other Party of such request or requirement so that at such other Party's expense, such other Party can seek a protective order or other appropriate remedy concerning such disclosure.

(d) Notwithstanding the foregoing or any other provision of this Agreement, Buyer may record, register, deliver and file all such notices, statements, instruments and other documents as may be necessary or advisable to render fully valid, perfected and enforceable under all applicable law the credit support contemplated by this Agreement, including the Project Development Security, and the Delivery Term Security, and the rights, Liens and priorities of Buyer with respect to such credit support.

(e) Notwithstanding the foregoing or any other provision of this Agreement, Seller acknowledges that Buyer is subject to disclosure as required by the California Public Records Act, Cal. Govt. Code §§ 6250 et seq. ("**CPRA**") and the Ralph M. Brown Act, Cal. Govt. Code §§ 54950 et seq. ("**Brown Act**"). Confidential Information of Seller provided to Buyer pursuant to this Agreement will become the property of Buyer, and Seller acknowledges that Buyer shall not be in breach of this Agreement or have any liability whatsoever under this Agreement or otherwise for any claims or causes of action whatsoever resulting from or arising out of Buyer copying or releasing to a third party any Confidential Information of Seller pursuant to CPRA or Brown Act.

(f) Notwithstanding the foregoing or any other provision of this Agreement, Buyer may record, register, deliver and file all such notices, statements, instruments and other documents as may be necessary or advisable to render fully valid, perfected and enforceable under all applicable law the credit support contemplated by this Agreement, and the rights, Liens and priorities of Buyer with respect to such credit support.

(g) If Buyer receives a CPRA request for Confidential Information of Seller, and Buyer or Buyer's Authorized Representative determines that such Confidential Information is subject to disclosure under CPRA, then Buyer shall notify Seller of the request and its intent to disclose the documents. Buyer will comply with the disclosure requirements of the CPRA, including with respect to the release of documents unless Seller timely obtains a court order prohibiting such release. If Seller, at its sole expense, chooses to seek a court order prohibiting the release of Confidential Information pursuant to a CPRA request, then Seller undertakes and agrees

to defend, indemnify and hold harmless Buyer and the Indemnitees from and against all suits, claims, and causes of action brought against Buyer or any Indemnitees for Buyer's refusal to disclose Confidential Information of Seller to any person making a request pursuant to CPRA. Seller's indemnity obligations shall include, but are not limited to, all actual costs incurred by Buyer and any Indemnitees, and specifically including costs of experts and consultants, as well as all damages or liability of any nature whatsoever arising out of any suits, claims, and causes of action brought against Buyer or any Indemnitees, through and including any appellate proceedings. Seller's obligations to Buyer and all Indemnitees under this indemnification provision shall be due and payable on a Monthly, on-going basis within thirty (30) days after each submission to Seller of Buyer's invoices for all fees and costs incurred by Buyer and all Indemnitees, as well as all damages or liability of any nature.

(h) Each Party acknowledges that any disclosure or misappropriation of Confidential Information by such Party in violation of this Agreement could cause the other Party or their Affiliates irreparable harm, the amount of which may be extremely difficult to estimate, thus making any remedy at law or in damages inadequate. Therefore each Party agrees that the non-breaching Party shall have the right to apply to any court of competent jurisdiction for a restraining order or an injunction restraining or enjoining any breach or threatened breach of this Agreement and for any other equitable relief that such non-breaching Party deems appropriate. This right shall be in addition to any other remedy available to the Parties in law or equity.

Section 14.22 Mobile-Sierra. The Parties hereby stipulate and agree that this Agreement was entered into as a result of arm's-length negotiations between the Parties. Further, the Parties believe that, to the extent the sale of Energy under this Agreement is subject to Sections 205 and 206 of the Federal Power Act, 16 U.S.C. Sections 824d and 824e, the rates, terms and conditions of this Agreement are just and reasonable within the meanings of Sections 205 and 206 of the Federal Power Act, and that the rates, terms and conditions of this Agreement will remain so during the Agreement Term. Notwithstanding any provision of this Agreement, the Parties waive all rights to challenge the validity of this Agreement or whether it is just and reasonable for and with respect to the Agreement Term, under Sections 205 and 206 of the Federal Power Act, and to request the FERC to revise the terms and conditions and the rates or services specified in this Agreement, and hereby agree not to seek, nor support any third party in seeking, to prospectively or retroactively revise the rates, terms or conditions of this Agreement through application or complaint to FERC or any other state or federal agency, board, court or tribunal, related in any manner as to whether such rates, terms or conditions are just and reasonable or in the public interest under the Federal Power Act, absent prior written agreement of the Parties. The Parties also agree that, absent prior agreement in writing by the Parties to a proposed change, the standard of review for changes to any rate, charge, classification, term or condition of this Agreement, whether proposed by a Party (to the extent that any provision of this Section is unenforceable or ineffective as to such Party), a non-party or the FERC acting *sua sponte* shall be the "public interest" application of the "just and reasonable" standard of review that requires FERC to find an "unequivocal public necessity" or "extraordinary circumstances where the public will be severely harmed" to modify a contract, as set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956), and clarified by *Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish*, 554 U.S. 527 at 550-51 (2008) and *NRG Power Marketing, LLC v. Maine Public Utilities Comm'n*, 558 U.S. 165 (2010).

Section 14.23Future Phases. In the event that, after the Commercial Operation Date of the Facility, Seller or Affiliates of Seller develop additional phases of the Facility or additional projects that (i) share real estate or infrastructure with the Site and (ii) that interconnect through the Point of Interconnection, then Seller shall offer to Buyer a power purchase agreement and a purchase option for such additional phase or project. Buyer and Seller shall have ninety (90) days in which to negotiate diligently in good faith on the terms of an exclusivity agreement with respect to the purchase of energy from such additional phase or project. If Buyer and Seller cannot mutually agree on the terms of such exclusivity agreement after good faith diligent negotiation for a period of ninety (90) days, then Seller may sell the energy from such additional phase or project to a third party; *provided* that Seller may not offer terms with respect to such third party which are more favorable than the terms offered to Buyer. If Buyer and Seller mutually agree on the terms of an exclusivity agreement for the purchase of energy from such additional phase or project, then, for the period of time specified in the exclusivity period, Buyer and Seller shall negotiate diligently in good faith to reach agreement on the terms of a power purchase agreement and a purchase option with respect to such additional phase or project. If Buyer and Seller cannot mutually agree on terms of a power purchase agreement and a purchase option with respect to such additional phase or project after good faith diligent negotiation for the period of time specified in such exclusivity agreement, then Seller may sell the energy from such additional phase or project to a third party; *provided* that Seller may not offer terms with respect to the purchase of energy from such additional phase or project to such third party which are more favorable than the terms offered to Buyer.

Section 14.24Taxpayer Identification Number (TIN). Seller declares that its authorized TIN is 36-4840280. No payment will be made under this Agreement without a valid TIN.

Section 14.25Service Contract. The Parties intend that this Agreement will qualify as a “service contract” as such term is used in Section 7701(e) of the United States Internal Revenue Code of 1986.

Section 14.26Dodd-Frank Wall-Street Reform and Consumer Protection Act. If and to the extent that this Agreement and the performance of the Parties’ obligations requires any reporting to the Commodity Futures Exchange Commission (together with any successor body, the “*CFTC*”) pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act, Seller shall be responsible for all such reporting (and Seller shall bear all costs and expenses associated therewith) and shall be the reporting counterparty for purposes of applicable parts of the regulations of the CFTC promulgated under the Commodity Exchange Act. Buyer shall promptly provide information reasonably required by Seller for any such reporting and Seller shall be entitled to report and disclose information concerning all swaps transacted under this Agreement (including information regarding the economic terms and valuations of this Agreement) to any applicable Governmental Authority (or a third party swap data repository as required by a Governmental Authority), from time to time, to the extent required by any applicable laws, regulations, rules or orders of any Governmental Authority. Additionally, to the extent either Party needs additional information or details from the other Party in order to comply with any such applicable laws, regulations, rules or orders (including information concerning such other Party’s organization, corporate status, status under the CFTC’s regulations and/or unique entity identifier), such other Party shall promptly provide such additional information or

details to the first Party upon request therefor. Buyer shall promptly reimburse Seller for any costs, fines or penalties Seller incurs as a result of Buyer's failure to comply with this Section 14.26. Seller shall promptly reimburse Buyer for any costs Buyer incurs as a result of Seller's failure to comply with this Section 14.26 and the Commodity Exchange Act, except to the extent such costs are a result of any action or omission of Buyer.

Buyer and Seller were represented by legal counsel during the negotiation and execution of this Agreement and the Parties have executed this Agreement as of the dates set forth below, effective as of the Effective Date.

BUYER:

SOUTHERN CALIFORNIA PUBLIC
POWER AUTHORITY

By: _____
Its: _____

Date: _____
Attest: _____

SELLER:

DAGGETT SOLAR POWER 2 LLC

By: _____

Craig Cornelius

Its: President

Date: January 5, 2022

**APPENDIX A-1
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

CONTRACT PRICE

1. Startup and Test Energy. The Contract Price per MWh for Startup and Test Energy (including associated Environmental Attributes and Capacity Rights) is equal to fifty percent (50%) of the then-applicable price per MWh for PV Delivered Energy as provided in #2 below.
2. PV Delivered Energy. Commencing on the Commercial Operation Date, the Contract Price for PV Delivered Energy that is not Startup and Test Energy, Excess Energy or Excess Energy > 120% (including associated Environmental Attributes and Capacity Rights) is \$24.85 per MWh, as such price may be adjusted in accordance with the Agreement.
3. Excess Energy. The Contract Price per MWh for Excess Energy (including associated Environmental Attributes and Capacity Rights) is fifty percent (50%) of the then-applicable price per MWh for PV Delivered Energy as provided in #2.
4. Excess Energy > 120%. The Contract Price per MWh for Excess Energy > 120% (including associated Environmental Attributes and Capacity Rights) is equal to twenty-five percent (25%) of the then-applicable price per MWh for PV Delivered Energy as provided in #2 above.

**APPENDIX B-1
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

FACILITY, PERMITS AND OPERATOR

1. Name of Facility: Daggett Solar Power 2 Facility

Location: City of Daggett, San Bernardino County, California
2. Owner: Daggett Solar Power 2 LLC
3. Operator: Clearway Renewable Operation & Maintenance LLC
4. Equipment:
 - (a) Type of Facility: Solar Photovoltaic and Battery Energy Storage System
 - (b) PV Contract Capacity: 65 MWac
 - (c) BESS Contract Capacity: 132 MWh (33 MW per hour for four (4) hours)
 - (d) Capacity Factor: 36.6%*
5. Expected Commercial Operation Date: June 30, 2023

Guaranteed Commercial Operation Date (from Appendix I): September 30, 2023
6. Permits:
 - (a) CEQA Determination
 - (b) Building Permit
 - (c) Grading Permit
 - (d) Other permits, if any, required for the construction and operation of the Facility.

* The actual Capacity Factor may vary depending on weather and other meteorological conditions, final Facility design and other factors, although the Annual Contract Quantities in Appendix C and the Guaranteed Delivered Energy levels are fixed for all purposes of the Agreement.

**APPENDIX B-2
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

MAP OF THE FACILITY



APPENDIX C
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC

ANNUAL CONTRACT QUANTITY

Contract Year	Annual Contract Quantity, MWh	Guaranteed Delivered Energy (85% of Expected Annual Contract Quantity)
1	208,499	177,224
2	207,456	176,338
3	206,414	175,452
4	205,371	174,566
5	204,329	173,679
6	203,286	172,793
7	202,244	171,907
8	201,201	171,021
9	200,159	170,135
10	199,116	169,249
11	198,074	168,363
12	197,031	167,477
13	195,989	166,590
14	194,946	165,704
15	193,904	164,818
16	192,861	163,932
17	191,819	163,046
18	190,776	162,160
19	189,734	161,274
20	188,691	160,388

⁽¹⁾ The Annual Contract Quantity for the Initial Stub Year (“**Year 1 ACQ**”) shall be calculated based on the actual Commercial Operation Date of the Facility using the following formula:

$$\text{Year 1 ACQ} = 208,499 \text{ MWh} * \text{Annual Adjustment (as defined below)}$$

⁽²⁾ The Annual Contract Quantity for the Final Stub Year (“**Year 21 ACQ**”) shall be calculated based on the actual Commercial Operation Date of the Facility using the following formula:

$$\text{Year 21 ACQ} = 188,691 \text{ MWh} * \text{Annual Adjustment (as defined below)}$$

“**Annual Adjustment**” means the percentage, expressed as a decimal, of annual production for each of Initial Stub Year and Final Stub Year based on the actual Commercial Operation Date of the Facility and the Annual Production Breakdown table below.

Annual Production Breakdown

Month	Days in Month	Percent Annual Production in Month
January	31	5.51%
February	28	6.35%
March	31	8.78%
April	30	9.61%
May	31	10.86%
June	30	10.91%
July	31	10.33%
August	31	10.06%
September	30	9.07%
October	31	7.77%
November	30	5.82%
December	31	4.94%

APPENDIX D
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC

FORM OF ATTESTATION

_____ (Seller) _____ **Environmental Attribute Attestation and Bill of Sale**

_____ (“Seller”) hereby sells, transfers and delivers to Southern California Public Power Authority (“Buyer”) the Environmental Attributes and Environmental Attribute Reporting Rights associated with the generation from the Facility described below:

Facility name and location:

Fuel Type: Capacity (MW): _____ Operational Date:

As applicable: CEC Reg. no. _____ Energy Admin. ID no. _____ Q.F. ID no. _____

Dates

_____ 20____
_____ 20____
_____ 20____

MWhs delivered

in the amount of one Environmental Attribute or its equivalent for each MWh delivered.

Seller further attests, warrants and represents as follows:

- i) the information provided herein is true and correct;
- ii) its sale to Buyer is its one and only sale of the Environmental Attributes and associated Environmental Attribute Reporting Rights referenced herein;
- iii) the Facility generated and delivered to the grid the Energy in the amount indicated as undifferentiated Energy; and
- iv) Seller owns the Facility and each of the Environmental Attributes and Environmental Attribute Reporting Rights associated with the generation of the indicated Energy for delivery to the grid have been generated and sold by the Facility.

This serves as a bill of sale, transferring from Seller to Buyer all of Seller’s right, title and interest in and to the Environmental Attributes and Environmental Attribute Reporting Rights associated with the generation of the Energy for delivery to the grid.

Contact Person/telephone: _____

APPENDIX E
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC
FORM OF LETTER OF CREDIT

**IRREVOCABLE AND UNCONDITIONAL
STANDBY LETTER OF CREDIT NO. _____**

Applicant:

[_____]

Beneficiary:

Southern	California	Public	Power	Authority
1160		Nicole		Court
Glendale,		CA		91740

Amount:

Expiration

Date:

Expiration Place:

Ladies and Gentlemen:

We hereby issue our Irrevocable and Unconditional Standby Letter of Credit in favor of the beneficiary by order and for the account of the applicant which is available at sight for USD \$XX,XXX,XXX by sight payment upon presentation to us at our office at **[bank's address]**,¹ of: (i) your written demand for payment containing the text of Exhibit I, (ii) your signed statement containing the text of Exhibit II, and (iii) the original of this Letter of Credit and all amendments (or photocopy of the original for partial drawings) (the "Documents"). Drawings may be presented via fax to _____. The original Letter of Credit and documents are to be sent via overnight courier to our address indicated above.

A presentation under this Letter of Credit may be made only on a day, and during hours, in which such office is open for business, and payments can be effected via wire transfer (a "Business Day"). Partial drawing of funds shall be permitted under this Letter of Credit, and this Letter of Credit shall remain in full force and effect with respect to any continuing balance; *provided* that the

¹ Note to Issuer: The Letter of Credit must be payable in U.S. dollars within the continental U.S.

Available Amount shall be reduced by the amount of each such drawing.

Upon presentation to us of your Documents in conformity with the foregoing, we will, on the third (3rd) succeeding Business Day after such presentation, irrevocably and without reserve or condition except as otherwise stated herein, make payment hereunder in the amount set forth in the demand. Payment shall be made to your order in the account at the bank designated by you in the demand in immediately available funds. We agree that if, on the Expiration Date, the office specified above is not open for business by virtue of an interruption of the nature described in the Uniform Customs Article 36, this Letter of Credit will be duly honored if the specified Documents are presented by you within thirty (30) days after such office is reopened for business.

Provided that the presentation on this Letter of Credit is made on or prior to the Expiration Date and the applicable Documents as set forth above conform to the requirements of this Letter of Credit, payment hereunder shall be made regardless of: (a) any written or oral direction, request, notice or other communication now or hereafter received by us from the Applicant or any other person except you, including without limitation any communication regarding fraud, forgery, lack of authority or other defect not apparent on the face of the documents presented by you, but excluding solely a written order issued by a court, which order specifically orders us not to make such payment; (b) the solvency, existence or condition, financial or other, of the Applicant or any other person or property from whom or which we may be entitled to reimbursement for such payment; and (c) without limiting clause (b) above, whether we are in receipt of or expect to receive funds or other property as reimbursement in whole or in part for such payment.

We agree that the time set forth herein for payment of any demand(s) for payment is sufficient to enable us to examine such demand(s) and the related Document(s) referred to above with care so as to ascertain that on their face they appear to comply with the terms of this credit and that if such demand(s) and Document(s) on their face appear to so comply, failure to make any such payment within such time shall constitute dishonor of such demand(s).

This Letter of Credit shall terminate upon the earliest to occur of (i) our receipt of a notice in the form of Exhibit IV hereto signed by an authorized officer of Beneficiary, accompanied by this Letter of Credit for cancellation, (ii) our close of business at our aforesaid office on the Expiration Date, or if the Expiration Date is not a Business Day, then on the next Business Day.

It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for one (1) year from the Expiration Date, or any future expiration date, unless at least thirty (30) calendar days prior to the Expiration Date (or any future expiration date), we send you notice by registered mail, return receipt requested or overnight courier at your address herein stated or such other address of which you notify us in advance in writing that we elect not to consider this Letter of Credit extended for any such additional period.

We may, in our sole discretion, increase or decrease the stated amount of this Letter of Credit, and the Expiration Date may be extended, by an amendment to this Letter of Credit in the form of Exhibit III signed by us. Any such amendment for decrease shall become effective only upon acceptance by your signature on a hard copy amendment.

You shall not be bound by any written or oral agreement of any type between us and the Applicant

or any other person relating to this credit, whether now or hereafter existing.

We hereby engage with you that your demand(s) for payment in conformity with the terms of this Letter of Credit will be duly honored as set forth above. All fees and other costs associated with the issuance of and any drawing(s) against this Letter of Credit shall be for the account of the Applicant. All of the rights of the Beneficiary set forth above shall inure to the benefit of your successors by operation of law. In this connection, in the event of a drawing made by a party other than the Beneficiary, such drawing must be accompanied by the following signed certification and copy of document proving such successorship:

“The undersigned does hereby certify that [drawer] is the successor by operation of law to the Southern California Public Power Authority, a beneficiary named in [name of bank] Letter of Credit No. _____.”

Except so far as otherwise expressly stated herein, this Letter of Credit is subject to the “Uniform Customs and Practices for Documentary Credits,” (2007 Revision) of the International Chamber of Commerce Publication No. 600 (the “Uniform Customs”). As to matters not governed by the Uniform Customs, this Letter of Credit shall be governed by and construed in accordance with the laws of the State of California. Any litigation arising out of, or relating to this Letter of Credit, shall be brought in a State or Federal court in the County of [_____] in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of *forum non conveniens*.

This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, except for Exhibit I, II, III and IV hereto and the notices referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except as otherwise provided in this paragraph.

Communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at the address referred to above, and shall specifically refer to this Letter of Credit no. ____.

Yours faithfully,

(name of issuing bank)

By _____
Title _____

EXHIBIT I

DEMAND FOR PAYMENT

Re: Irrevocable and Unconditional Standby Letter of Credit

No. _____ Dated _____, 20__

[Insert Bank Address]

To Whom It May Concern:

Demand is hereby made upon you for payment to us of \$ _____ by deposit to our account no. _____ at [insert name of bank]. This demand is made under, and is subject to and governed by, your Irrevocable and Unconditional Standby Letter of Credit no. _____ dated _____, 20__ in the amount of \$ _____ established by you in our favor for the account of _____ as the Applicant.

DATED: _____, 20__.

SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY

By _____

Title _____

EXHIBIT II
STATEMENT

Re: Your Irrevocable and Unconditional Standby Letter of Credit

No. _____ Dated _____, 20__

[Insert Bank Address]

To Whom It May Concern:

Reference is made to your Irrevocable and Unconditional Standby Letter of Credit no. _____, dated _____, 20__ in the amount of \$ _____ established by you in our favor for the account of _____, as the Applicant.

We hereby certify to you that \$ _____ is due, owing and unpaid to us by the Applicant in that certain [DESCRIBE AGREEMENT].

DATED: _____, 20__.

SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY

By _____

Title _____

EXHIBIT III

AMENDMENT

Re: Irrevocable and Unconditional Standby Letter of Credit

No. _____ Dated _____, 20__

Beneficiary:

Applicant:

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740

To Whom It May Concern:

The above referenced Irrevocable and Unconditional Standby Letter of Credit is hereby amended as follows: by increasing / decreasing / leaving unchanged (strike two) the stated amount by \$ _____ to a new stated amount of \$ _____ or by extending the Expiration Date to _____ from _____. All other terms and conditions of the Letter of Credit remain unchanged.

An amendment is effective only when accepted by the Southern California Public Power Authority, below.

Dated: _____

Yours faithfully,

(name of issuing bank)

By _____
Title _____

ACCEPTED

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By _____
Title _____
Date _____

EXHIBIT IV
SURRENDER

Re: Your Irrevocable and Unconditional Standby Letter of Credit

No. _____ Dated _____, 20__

[Insert Bank Address]

Notice of Surrender of Letter of Credit

Date: _____

Attention: Letter of Credit Department

Ladies and Gentlemen:

We refer to your above-mentioned Irrevocable and Unconditional Standby Letter of Credit (the “Letter of Credit”). The undersigned, an authorized signer of the Southern California Public Power Authority, hereby surrenders this Letter of Credit to you for cancellation as of the date set forth above. No payment is demanded of you under this Letter of Credit in connection with this surrender.

Very truly yours,

SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY

By_____

Title_____

**APPENDIX F
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC
INSURANCE**

I. GENERAL REQUIREMENTS

Within thirty (30) days after the Effective Date, Seller shall furnish Buyer evidence of commercial automobile liability, commercial general liability, excess liability, and workers' compensation coverage meeting the requirements set forth in this Appendix F from insurers acceptable to Buyer and in a form acceptable to the risk management section of the project manager for Buyer or acceptable to Buyer's agent for this purpose. Such insurance shall be maintained by Seller at Seller's sole cost and expense. Prior to the date on which each of Builders' Risk, Property All Risk and Professional Liability insurance is required to be obtained, Seller shall furnish Buyer evidence of coverage meeting the requirements of this Appendix F.

Such insurance shall not limit or qualify the liabilities and obligations of Seller assumed under this Agreement. Buyer shall not by reason of its inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

Any insurance carried by Buyer which may be applicable shall be deemed to be excess insurance and Seller's insurance is primary for purposes under this Agreement despite any conflicting provision in Seller's policies to the contrary.

Such insurance shall not be canceled without Seller first giving thirty (30) days' prior notice thereof (ten (10) days for non-payment of premium) to Executive Director, Southern California Public Power Authority, 1160 Nicole Court, Glendora, CA 91740.

Should any portion of the required insurance be on a "Claims Made" policy, Seller shall, at the policy expiration date following completion of work, provide evidence that the "Claims Made" policy has been renewed or replaced with the same limits, terms and conditions of the expiring policy, or that an extended discovery period has been purchased on the expiring policy at least for the contract under which the work was performed.

II. SPECIFIC COVERAGES REQUIRED

A. Commercial Automobile Liability

Seller shall provide Commercial Automobile Liability insurance which shall include coverages for liability arising out of the use of owned (if applicable), non-owned, and hired vehicles for performance of the work by Seller or its officers, agents, or employees, as required, to be licensed under the California or any other applicable state vehicle code. The Commercial Automobile Liability insurance shall have not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence and shall apply to all operations of Seller.

The Commercial Automobile Liability policy shall include Buyer, its members, and their officers, agents, and employees while acting within the scope of their employment, as additional insureds with Seller, and shall insure against liability for death, bodily injury, or property damage resulting from the performance of this Agreement by Seller or its officers, agents, or employees. The evidence of insurance shall be a form acceptable to Buyer's risk management agent.

B. Commercial General Liability

Seller shall provide Commercial General Liability insurance that includes coverage for Bodily Injury, Contractual Liability, Independent Contractors, Property Damage, Premises and Operations, Products and Completed Operations, and Personal & Advertising Injury coverages included. Such insurance shall provide coverage for total limits actually arranged by Seller, but not less than Ten Million Dollars (\$10,000,000.00) per occurrence and in the aggregate. . Umbrella or Excess Liability coverages may be used to supplement primary coverages to meet the required limits. Evidence of such coverage shall be a form acceptable to Buyer's risk management agent, and shall provide for the following:

1. Include Buyer and its officers, agents, and employees as additional insureds with the Named Insured for the activities and operations of Seller and its officers, agents, or employees under this Agreement.
2. Severability-of-Interest or Cross-Liability Clause.
3. A description of the coverages included under the policy.

C. Excess Liability

Seller may use an Umbrella or Excess Liability Coverage to meet coverage limits specified in this Agreement. Seller shall require the carrier for Excess Liability to properly schedule and to identify the underlying policies to the policy acceptable to Buyer's risk management agent. Such policy shall include, as appropriate, coverage for Commercial General Liability, Commercial Automobile Liability, Employer's Liability, or other applicable insurance coverages on a follow form basis.

D. Workers' Compensation/Employer's Liability Insurance

Seller shall provide Workers' Compensation insurance covering all of Seller's employees in accordance with the laws of any state in which the work is to be performed and including Employer's Liability insurance and a Waiver of Subrogation in favor of Buyer. The limit for Employer's Liability coverage shall be not less than One Million Dollars (\$1,000,000.00) each accident and shall be a separate policy if not included with Workers' Compensation coverage. Umbrella or Excess Liability coverages may be used to supplement primary coverages to meet the required limits. Evidence of such insurance shall be a form of Buyer Special Endorsement of insurance or on an endorsement to the policy acceptable to Buyer's risk management agent. Workers' Compensation/Employer's Liability exposure may be self-insured *provided* that Buyer is furnished with a copy of the certificate issued by the state authorizing Seller to self-insure. Seller shall notify Buyer's Risk Management Section by receipted delivery as soon as possible of the state withdrawing authority to self-insure.

E. Builders' Risk

Prior to commencing Site construction activities, Seller, or Seller's EPC Contractor, shall provide Builder's Risk insurance, which shall be of the "all risk" type, shall be written in completed value form, and shall protect Seller, the Southern California Public Power Authority, the Board of Directors, and Buyer's members against risks of damage to buildings, structures, and materials and equipment that constitute part of the Facility, whether on site or in transit from any location worldwide. Outside of the United States, this transit insurance requirement may be satisfied by the purchase of a global marine specific policy, if applicable. The amount of such insurance shall be not less than the insurable value of the work at completion except for sublimits that are prudent with industry practice Buyer shall be a named additional insured on the policy as their interest may appear. The Builder's Risk insurance shall provide for losses to be payable to Seller and the aforementioned additional insured, as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against Seller and the aforementioned named additional insured. The Builders' Risk policy shall insure against all risks of direct physical loss or damage to property from any cause including testing, ensuing loss, commissioning, and, to the extent available in the insurance market on generally commercially reasonable terms, earthquake and flood, *provided*, that should Seller determine that either coverage is not available on generally commercially reasonable terms as aforesaid, Seller shall notify Buyer not less than thirty (30) days in advance of the date when such coverage will not, or will no longer, be available together with a description of Seller's efforts to obtain such coverage and an explanation of the basis for Seller's determination in reasonable detail. The policy shall be in full force and effect until the earlier of: (1) the Commercial Operation Date or the substantial completion of the Facility, whichever date is the later, or (2) the effective date of the Property All Risk Insurance referenced below.

F. Property All Risk Insurance

Seller shall procure and maintain or cause to be procured and maintained an All Risk Physical Damage policy to insure the full replacement value of the property located at Facility as described in this Agreement and with sublimits prudent with industry practice and commercial availability. The policy shall include coverage for expediting expense, extra expense, Business Interruption, ensuing loss from faulty workmanship, faulty materials, or faulty design (LEG 2). This policy shall be obtained and placed in full force and effect prior to the expiration of the Builder's Risk Policy. This policy shall have the same insureds, and all losses shall be payable in the same manner, as provided for the Builders' Risk Policy in Paragraph II.E.

G. Professional Liability

Prior to the commencement of work by Seller's EPC Contractor under Seller's engineering, procurement and construction contract for the Facility, and subject to the following paragraph, Seller shall provide (or cause its EPC Contractor to provide) Professional Liability insurance with contractual liability coverage included covering Seller's (or such EPC Contractor's, as applicable) liability arising from errors and omissions made directly or indirectly during the execution of this Agreement (or the engineering, procurement and construction contract, as applicable) and shall provide coverage for the total limits actually arranged by Seller, but not less than \$1,000,000.00, each claim. Such policy shall be maintained for not less than three (3) years after the Commercial Operation Date under this Agreement.

The Parties agree to confer in good faith prior to the hiring of Seller's EPC Contractor (i) to determine whether the preceding requirement for Professional Liability insurance is reasonably necessary to be included in this Agreement to protect Buyer or the Buyer's Members consistent with Prudent Utility Practices and (ii) to modify (or eliminate) such requirement as mutually agreed to be appropriate based on the foregoing standard in clause (i).

**APPENDIX G
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC
QUALITY ASSURANCE PROGRAM**

Seller shall implement a Quality Assurance (“Q/A”) Program to ensure that the performance of the Facility fulfills the Requirements. The Q/A Program shall provide assurance that the Facility will comply with the Requirements and the manufacturers’ or suppliers’ requirements for successful operation of the Facility.

Quality at Seller

Seller believes that quality is the unit of measure for assessing fulfillment of project goals. A quality project meets or exceeds the contract requirements and accepted standards of professional and industry practice. Furthermore, high quality projects are those that address client and societal needs more successfully than “low” quality projects. While this may seem like a straightforward definition, the process to ensure quality is much more involved and includes quality management, quality planning, quality control, quality assurance, a quality system, and total quality management.

“Quality assurance” refers to a process that reduces the potential for error throughout the phases of a project. On projects with a Q/A Program, the chances of producing a poor quality deliverable are substantially reduced. Quality control procedures are an integral part of quality assurance. Historically, industry has used the term “quality control” to indicate a checking procedure for verifying the quality of deliverables. This checking commonly occurs at the end of the process, long after an error may have been made and compounded by subsequent work. While quality control checks at the end of a project are an essential exercise, scheduled periodic reviews at each phase of project conceptual and final design are integral to the Seller’s Q/A Program. In addition, quality maintenance which meets or exceeds manufacturers’ or suppliers’ requirements and best industry practices must be an integral part of Seller’s Q/A Program.

The Quality Management Process

The surest way to achieve satisfactory quality is to adhere to a proven quality process. The term “quality” most accurately refers to a project’s ability to satisfy needs when considered as a whole and each part of the process meets or exceeds the standards of Prudent Utility Practices.

Seller’s project management team is responsible for proactively planning and directing the quality of the work process, services, and deliverables. Seller’s project management team targets the following areas to monitor quality:

- 1) A written Quality Plan.
- 2) Independent engineering review of the entire project process, from design review through Commercial Operation.
- 3) A written maintenance manual for the Facility for the duration of the commercial operation that complies with the maintenance manuals of the manufacturers and suppliers from whom Seller has purchased equipment and/or material and best industry practices.

Quality Plan

The idea of a Quality Plan is to incorporate quality assurance in all areas of project execution. Seller has found that quality needs to be institutionalized into the project process, not only in the budgeting process, but everywhere. For example, specific tasks and duties need to be allocated to specific individuals; roles and interface points need to be clearly defined; individual assignments need to be realistic; special attention needs to be paid to complex areas within projects; schedules need to be realistic and achievable; and lastly the work culture needs to be enjoyable and open so that employees are empowered to react quickly to symptoms of quality problems before they actually manifest.

The Seller's quality program shall be documented in a Quality Plan (the "Quality Plan"). The form and the format of the Quality Plan shall be developed by Seller, but must comply with Prudent Utility Practices and follow manufacturers' and suppliers' recommendations without deviation. The content of the Quality Plan shall provide written descriptions of policies, procedures and methodology to accomplish a quality project. Seller shall submit three (3) copies of the Quality Plan within ninety (90) days after the Effective Date to Buyer or Buyer's Authorized Representative. The Quality Plan shall be kept current by Seller throughout the term of this Agreement through the submittal of revisions, as appropriate, by Seller to Buyer or Buyer's Authorized Representative.

The Quality Plan shall describe the authority and the responsibility of the Persons in charge of the Q/A Program and inspection activities. Furthermore, it shall provide the plan and strategy for quality control and review during the construction period. The Quality Plan shall strive, at a minimum, to define control procedures or methods to assure the following:

- (a) The design documents, drawings, specifications, Q/A procedures, records, inspection procedures and purchase documents are maintained to be current, accurate and in compliance with all applicable law.
- (b) The purchased materials, equipment and services comply with the Requirements.
- (c) The materials received at the site are inspected for compliance with specifications.
- (d) The subcontracted work is adequately inspected by third parties as necessary.
- (e) Proper methods are employed for the qualification of personnel who are performing work for the construction of the Facility.

- (f) Proper documentation, control and disposition of nonconforming equipment and materials is maintained.
- (g) Proper records are kept and available following project completion to ensure accurate documentation of as-built conditions.
- (h) Detailed and complete plan for maintenance and operation during commercial operations consistent with manufacturers' and suppliers' recommendations and best industry practices.

Conceptual Design Review

Seller has a team of professionals who develop and review conceptual design. The team consists of specialists in land-use and planning, permitting, meteorology, engineering, construction, project management, and finance. A preliminary site plan is developed in order to assess the solar resource, project constructability, site access, cultural and biological impact, land use restrictions, and landowner requirements. At this stage, the site plan is reviewed, modified as necessary, and used to begin the permitting and public review process. The site plan may be further modified based on comments received during the permitting and public review process. Subsequent to this phase, final third party engineering will commence.

Final Engineering Design

Third party engineering firms, licensed to practice in the state in which the project is to be constructed, will commence the detailed design necessary for the permitting and construction of the Facility. Seller and a third party independent engineer will review the final work products to ensure conformance with this Agreement. When Seller and third party independent engineer have completed a review process, and all substantial comments have been addressed, the design is considered final.

Quality Assurance at the Construction Site

Seller will employ a contractor to construct the project. The contractor will be required to have a quality assurance program implemented by its own staff, and utilizing third party inspectors as necessary. The primary areas of focus are assuring conformance of construction to design drawings, conformance of materials to specifications, and to ensure prudent industry standards and best practices are being utilized. The contractor will be required to provide third party inspection and testing as necessary. The contractor will also be required to maintain a set of drawings during the course of construction, which will be used to document any changes to the design documents. Proposed project changes would be reviewed and approved in the field by Seller's construction management team prior to implementation.

The contractor will provide the required oversight and training of its installation crew to ensure the construction of the Facility meets its quality guidelines. As necessary, equipment suppliers may have technical advisors on site to inspect, advise, and sign off on installation means and methods. In addition, Seller will have its own construction management team on site consisting of a construction manager and quality inspectors who will observe performance of all areas of the work and ensure compliance with design documents and Q/A procedures. The contractor and

appropriate equipment suppliers will commission the Facility per prudent industry standards, equipment specifications, and utility requirements. Prior to construction completion, a punchlist will be developed by the contractor, Seller, Seller's representatives, and third party independent engineer. This punchlist is maintained by the contractor, and is signed off by Seller upon completion of all punchlist items. Lastly, the independent engineer may perform periodic audits during construction to oversee critical items, confirm construction progress, and provide independent reporting and assessments to the project stakeholders.

Following completion of the project, the contractor will be required to provide to Seller as-built design drawings, record of all testing documentation, and final permit approvals. This documentation will be maintained at the project site during operations of the Facility.

Quality Assurance During Commercial Operations

Seller shall supply a Quality Assurance Plan for Buyer's review no less than sixty (60) days prior to the anticipated Commercial Operation Date. Upon receipt of Quality Assurance Plan, Buyer shall provide written comment within ten (10) Business Days. Seller shall reasonably address substantial comments.

**EXHIBIT A
TO
QUALITY ASSURANCE PROGRAM**

QUALITY PLAN TEMPLATE

PROJECT NAME:	
PROJECT MANAGER:	DATE:
QUALITY MANAGEMENT APPROACH: <p>The Project Management Team is fully committed through all Project engineering, construction and commissioning phases, to the Quality Management System. The focus is on the project's deliverable and the standards and criteria being used will ensure the project meets established quality standards and stakeholder satisfaction. The project team will work with the EPC's Quality Group to define and document all organizational and project specific quality standards for the project. All quality documentation will become part of the Project Plan and will be transitioned to O&M upon the completion of the project.</p>	
QUALITY REQUIREMENTS/STANDARDS: <ul style="list-style-type: none">• To ensure those human resources working on the Project are suitably qualified, given clear definition of their working responsibilities and provided with the necessary work instructions and procedures. To identify any specific training needs where necessary to project resources;• To ensure that all Contractor, Sub-contractor and Vendor designs of manufactured items or components and respective services comply with the same quality policy and objectives set out in the Site Quality Management Plan;• To establish and maintain systems in place for preventive action and continual improvement, such as checking, reviewing and auditing of activities to ensure that specified requirements are met both during and after installation. Particular attention shall be given to system interfaces and areas that will be subject to difficult, complex and program sensitive from the point of rectification, to minimize cost and schedule effect should a quality problem evolve;• To establish, document, implement and maintain an effective and efficient Project Quality Management System with a focus on prevention rather than cure;• To ensure that actions are taken without undue delay to eliminate detected nonconformities and their causes;• To continually improve the effectiveness of the Project Quality Management System through the use of the project quality policy, quality objectives, audit results, analysis of data, corrective and preventive action and management review to ensure "getting it right first time, every time"; To comply with the respective legislative requirements, codes, standards and specifications.	

QUALITY ASSURANCE: The Project Manager will schedule regularly occurring process, management, and document reviews. In these reviews, an agenda item will include a review of project processes, any discrepancies and/or audit findings from the quality manager, and a discussion on process improvement initiatives. Quality assurance reviews, findings, and assessments will result in some form of process improvement and, as a result, project improvement. All process improvement efforts will be documented, implemented, and communicated to stakeholders as changes are made. Project Sheet Set drawings including the detailed Field Assembly instructions shall be studied by foreman and workers alike in an effort to ensure complete understanding of both the specifications and work practices needed to comply prior to first article installation. The craft foreman holds the responsibility for first article inspections and release of workers under his/ her supervision to continue and ensure subsequent units are completed to specification. After release the craft foreman shall perform periodic inspections through walk downs to ensure units remain installed to spec and sequence, and shall repeat training where necessary upon observation of deviations. The quality assurance process provides a project commitment to a world class performance in Quality issues to all personnel, contractors, vendors and sites involved in project. Determination of policy compliance shall be verified on the basis of objective evidence, through concise contractual strategy that include carefully developed engineering and quality requirements, and by good coordination and communications, supported by vigilance in review, audit and surveillance of the scope of the project.

QUALITY CONTROL: The Clearway Construction Quality group shall develop, implement, and maintain the completed installation process of Product Electrical and Civil/Mechanical Quality Control Plans. These plans shall include details of the end-to-end critical-to-quality (CTQ) checkpoints, specific characteristics to inspect, how to inspect them, sampling rates and accept/ reject quantities. The Installing Contractor shall be responsible for performing Level 1 audits to ensure compliance to specifications post installation using the checks and sampling rates as defined on the applicable Control Plan. The General Contractor shall be responsible for performing Level 2 audits to ensure the installing contractors have complied with specifications at reduced sampling rates as defined on the applicable Control Plan. Where a GC is self-performing the installation, the Level 1 and 2 audits shall be executed by different individuals. Clearway Construction Quality shall perform Level 3 audits to ensure contractors have complied with the specifications at further reduced sampling rates as defined on the applicable control plans.

- Quality Surveillance is a critical activity to ensure standard attributes are met during the installation process. All contractors and CEG employees are expected to cooperate and collaborate through Quality Surveillance to reach the common goals of the project.
- Surveying agents are expected to use Control Plans, standard work Instructions, project sheet sets, or any known information to validate the works are being completed per the source of truth and to effectively ensure the works are being completed to print, both in process and finished product attributes. Surveying agents shall not be prohibited from examining the works as needed. Surveying agents are additionally expected to cooperate with the contractors performing the works such that the work plan is not impeded in any substantial way.
- Quality Surveillance is viewed as a collective responsibility to be carried out by all individuals working on the project.

QUALITY CONTROL MEASUREMENTS:

Each inspecting entity is not limited to the content of the control plans themselves. The Issue for Construction plan set and subsequent RFI's shall be used in the determination. In certain cases records shall be kept detailing which specific items were inspected along with measurements to inform if the finished attributes meet the defined attributes. The intent is to capture specific items audited such that subsequent inspections can perform sampling on both previously included, as well as omitted items. Note: it is the contractor's responsibility to formulate record forms needed for this task. These records can be in word document, excel, or annotated site drawing format. It is a requirement to review the planned method of recording with the Site Quality Manager to ensure adequacy. Said record forms shall be turned over along with the applicable control plan, which should indicate pass/fail of the respective item to the Clearway Construction Manager. Where deviations are observed in excess of the defined reject quantities the inspection shall cease, and be cause for increased sampling and correction by the contractor, and then the audit re-performed. This sampling shall be determined on a case by case basis with cooperation from the contractor, the General Contractor and Clearway Quality in the determination. Where defects are observed that do not exceed the defined reject quantities, each identified defect shall be documented using the Quality Incident Report Log sheet, and corrected prior to turn over for the subsequent audits. This methodology is applicable to each Level of the Quality Control Inspection process.

APPROVED BY PROJECT MANAGER:

Name	Signature	Date

OTHER COMPONENTS:

QUALITY PLAN TEMPLATE INSTRUCTIONS

PROJECT NAME - PROJECT MANAGER - DATE: Fill in the requested information.

QUALITY MANAGEMENT APPROACH:

- ☐ Who will be handling quality management issues?
- ☐ Will the project conform to established quality standards?
- ☐ How will quality requirements be enforced?
- ☐ How will quality performance be measured and reported?

QUALITY REQUIREMENTS/STANDARDS:

- ☐ How does the project team identify appropriate quality standards?
- ☐ How does the project team document quality standards?
- ☐ How will the project team be able to demonstrate compliance with quality standards?
- ☐ Does the quality plan include quality standards for both *products* and *work processes*?

QUALITY ASSURANCE:

- ☐ Who will be auditing quality processes while work is being performed?
- ☐ What basic approach will the auditor use to assess quality performance?
- ☐ What is the quality assessment schedule?
- ☐ How will audit results be directed toward process and product improvement?

QUALITY CONTROL:

- ☐ Who will assess overall project quality performance and product quality?
- ☐ How will quality activities be monitored and recorded, and how will those records be used to evaluate quality performance?
- ☐ How will final product quality be evaluated?
- ☐ What measurements and standards should be used for quality control activities?
- ☐ What process will be used for recommending necessary changes?

QUALITY CONTROL MEASUREMENTS:

- ☐ What quality metrics will be used over the life of the project?
- ☐ How will quality measurements be recorded and maintained?
- ☐ How will metric standards and tolerances be established?
- ☐ If measurements do not fall within its corresponding tolerance range, what action will be taken?
- ☐ If multiple responses to a failed quality metric are plausible, how will an action be chosen?

APPROVED BY PROJECT MANAGER: Name, signature and date of Project Manager.

OTHER COMPONENTS: This checklist contains other documents that *must be completed and approved* before this Plan is considered complete. Exceptions must be approved by the Director of Construction.

**APPENDIX H
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

[RESERVED]

APPENDIX I
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC

MILESTONE SCHEDULE

Pre-Commercial Operation Date				
No.	<u>Guaranteed Date</u>	<u>Milestone Description</u>	<u>Daily Liquidated Damages/Mitigation Plan</u>	<u>Security Deposit at Milestone Achievement</u>
1.	10 days following Effective Date	Provision of development security	Contractual provision without specific daily damages	\$100/kW
2.	Guaranteed Commercial Operation Date	Post-Commercial Operation Date security	Contractual provision without specific daily damages	\$150/kW
3.	Complete	Execute Site Control Agreements	Mitigation Plan to maintain Guaranteed Commercial Operation Date	
4.	Complete	Execute Interconnection Agreement	Mitigation Plan to maintain Guaranteed Commercial Operation Date	
5.	9 months prior to Guaranteed Commercial Operation Date	Execute Facility Financing documents	Mitigation Plan to maintain Guaranteed Commercial Operation Date	
6.	9 months prior to Guaranteed Commercial Operation Date	Construction Start Milestone: Begin construction of the Facility.	\$52,750.00/day for up to 180 days of delay (up to amount of Facility development security)	
7.	September 30, 2023	Guaranteed Commercial Operation Date	\$80,000.00/day for up to 180 days of delay (up to amount of Facility development security)	
Post-Commercial Operation Date				
8.	Within 6 months after COD	Proof of CEC Certification	Contractual provision without specific daily damages	
9.	On-going	Verification of WREGIS Registration (pre-COD, Seller must provide sufficient evidence to Buyer that	Contractual provision without specific daily damages	

		<p>it has prepared and registered all required documents and have taken all necessary steps for final WREGIS approval, including the Notice of Substantial Completion or COD notice to WREGIS, as appropriate. Post-COD, Seller must provide sufficient evidence to Buyer that substantial completion of the Facility is verified, and it has provided WREGIS with the notice of COD and are only waiting for WREGIS to approve the unit so that RECs can be created.</p>		
10.	Monthly on-going	<p>Seller to provide monthly reports of expected generation and indicators of when there may be a Shortfall.</p>	Contractual provision without specific daily damages	
11.	Monthly on-going	<p>Seller to provide monthly reports of past generation performance that include but are not limited to: Facility performance summary with month/year to date Facility performance on MWh, capacity factor, comparison of actual vs. expected, availability, wind speed/average illumination; operational summary including weather for the month, reasons for downtime, scheduled maintenance and repairs, curtailment events; safety and environmental summary.</p>	Contractual provision without specific daily damages	

**APPENDIX J
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

**AUTHORIZED REPRESENTATIVES;
BUYER AND SELLER BILLING, NOTIFICATION AND
SCHEDULING CONTACT INFORMATION**

1. **Authorized Representative.** The initial Authorized Representatives of Buyer and Seller pursuant to Section 14.1 are as follows:

1.1 Buyer:

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
Telephone: (626) 793-9364
Facsimile: (626) 704-9461
Email: projects@scppa.org

1.2 Seller:

4900 Scottsdale Road, Suite 5000
c/o Solar Asset Management LLC
Scottsdale, AZ 85251
Attn: VP Asset Management
Phone: 480-424-1240
Email: am@clearwayenergy.com

With a copy to:

5790 Fleet Street, Suite 200
Carlsbad, CA 92008
Attn: General Counsel
Phone: 760-710-2187
Email: legalnotices@clearwayenergy.com

2. **Billings.** Billings and payments pursuant to ARTICLE XI and Appendix A-1 shall be transmitted to the following addresses:

2.1 If Billing to Buyer:

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
Attention: Accounts Payable
Telephone: (626) 793-9364
Facsimile: (626) 704-9461
Email: projectinvoices@scppa.org (with a copy to projects@scppa.org)

2.2 If Payment to Buyer:

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
Attention: Finance and Accounting
Telephone: (626) 793-9364
Facsimile: (626) 704-9461
Email: projectinvoices@scppa.org

2.3 If Payment or Billing to Seller:

4900 Scottsdale Road, Suite 5000
c/o Solar Asset Management LLC
Scottsdale, AZ 85251
Attn: VP Asset Management
Phone: 480-424-1240
Email: am@clearwayenergy.com

3. **Notices.** Unless otherwise specified by Buyer all notices (other than Scheduling notices, curtailment notices, and Deemed Generated Energy notices):

If to Buyer:

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
Attention: Executive Director
Telephone: 626-793-9364
Facsimile: 626-793-9461
Email: projects@scppa.org

And with a copy to:

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
Telephone: 626 793 9364
Attention: Randy Krager, rkrager@scppa.org
Email: projects@scppa.org

If to Seller:

4900 Scottsdale Road, Suite 5000
c/o Solar Asset Management LLC
Scottsdale, AZ 85251
Attn: VP Asset Management
Phone: 480-424-1240
Email: am@clearwayenergy.com

With a copy to:

5790 Fleet Street, Suite 200
Carlsbad, CA 92008
Attn: General Counsel
Phone: 760-710-2187
Email: legalnotices@clearwayenergy.com

**APPENDIX K-1
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

**BESS PERFORMANCE GUARANTEES; ANNUAL PV SYSTEM AVAILABILITY
GUARANTEE**

A. BESS Performance Guarantees

- a. Round Trip Efficiency Performance Guarantee shall be the efficiency rate listed in the table below for the applicable Contract Year:

Contract Year	Efficiency Rate
1	86.8%
2	86.7%
3	86.5%
4	86.3%
5	86.1%
6	86.0%
7	85.8%
8	85.6%
9	85.5%
10	85.3%
11	85.1%
12	84.9%
13	84.8%
14	84.6%
15	84.4%
16	84.3%
17	84.1%
18	83.9%
19	83.8%
20	83.6%

The “*Minimum Round Trip Efficiency Performance Guarantee*” shall be 90% of the Round Trip Efficiency Performance Guarantee.

- b. ***“Guaranteed Dischargeable Energy”*** shall be 132 MWh as measured in accordance with Sections B and C below. The ***“Minimum Dischargeable Energy Performance Guarantee”*** shall be 90% of Guaranteed Dischargeable Energy.
- c. Monthly BESS Availability Guarantee shall be 98%.

B. Storage Capacity Tests

The following methods shall be used to track, measure and verify the applicable metrics for determining Seller’s satisfaction of the BESS Performance Guarantees:

Following the Commercial Operation Date, once each Contract Year Seller will perform a Storage Capacity Test and will give Buyer ten (10) Business Days prior notice of such test. At least twice per Contract Year, Buyer shall have the right to require Seller to schedule and complete a Storage Capacity Test. In addition, Buyer shall have the right to require a test or retest of the Storage Capacity Test at any time upon no less than five (5) Business Days prior written notice to Seller if Buyer provides data with such notice reasonably indicating that the Dischargeable Energy has varied materially from the results of the most recent Storage Capacity Test. Seller shall have the right to run a retest of any Storage Capacity Test upon five (5) Business Days’ prior written notice to Buyer (or any shorter period reasonably acceptable to Buyer consistent with Prudent Utility Practices).

No later than five (5) days following any Storage Capacity Test, Seller shall submit a testing report detailing results and findings of the test. The report shall include BESS Energy Meter readings and plant log sheets verifying the operating conditions and output of the BESS. In accordance with Section 9.6 of the Agreement and Appendix K-3, the actual Round Trip Efficiency and Dischargeable Energy determined pursuant to a Storage Capacity Test shall become the new Round Trip Efficiency and Dischargeable Energy at the beginning of the day following the completion of the test for calculating the BESS Capacity Price and all other purposes under this Agreement.

C. BESS Performance Guarantee Calculations

For purposes of this Appendix K-1, the following terms shall have the respective meanings ascribed to them:

- ***“Energy In”*** has the meaning set forth in Part II.B of Appendix K-3.
- ***“Energy Out”*** has the meaning set forth in Part II.B of Appendix K-3.
- ***“Cycle”*** means a single cycle of operation of the BESS during which the BESS is fully charged and discharged, as tracked by the BMS.
- ***“UNAVAILHRS_m”*** means the total number of hours in a given month during which the BESS was unavailable (as such unavailability is prorated for any BESS Contract Capacity that is available to charge and discharge Energy at any given time) for any reason other than the occurrence of any BESS Excused Condition. To be clear, hours of

unavailability caused by any BESS Excused Condition will not be included in $UNAVAILHRS_m$ for such month. Any other event that results in unavailability of the BESS for less than a full hour will count as an equivalent percentage of the applicable hour(s) for this calculation.

(i) Dischargeable Energy (DE):

The total amount of Energy Out during each of the first four (4) hours of discharge, measured at the BESS Energy Meter pursuant to a Storage Capacity Test in accordance with Appendix K-3, shall be the new Dischargeable Energy (“**DE_y**”) and shall be compared to the Guaranteed Dischargeable Energy (“**GDE_y**”) until updated pursuant to a subsequent Storage Capacity Test.

(ii) Round Trip Efficiency:

The total amount of Energy Out divided by the total amount of Energy In, measured at the BESS Energy Meter pursuant to a Storage Capacity Test in accordance with Appendix K-3, exclusive of electrical losses to the Point of Delivery and separately metered station use associated with battery cooling and other thermal management equipment, and expressed as a percentage, shall be the new Round Trip Efficiency (“**RTE_y**”) and shall be compared to the Round Trip Efficiency Performance Guarantee for the applicable Contract Year (“**RTE Performance Guarantee_y**”), until updated pursuant to a subsequent Storage Capacity Test.

(iii) Monthly BESS Availability:

Calculated on a monthly basis for month k and compared to a fixed constant:

$$\text{Monthly BESS Availability} = \frac{TH_{k,y} - UNAVAILHRS_{k,y}}{TH_{k,y}} \geq \text{Monthly BESS Availability Guarantee}$$

where $UNAVAILHRS_{k,y}$ represents the $UNAVAILHRS_m$ for the k^{th} month of the y^{th} contract year and $TH_{k,y}$ represents the total number of hours in the same corresponding month.

C. Annual PV System Availability Guarantee

No later than 60 days after each Contract Year, Seller shall deliver to Buyer a calculation showing Seller’s computation of the Annual PV System Availability of the PV System for the previous Contract Year.

“Annual PV System Availability” or **“PVSA_y”** means a percentage calculated as (a) 100, multiplied by (b) the result of (i) the sum of all Available Hours for all inverters electrically connected to and capable of delivering energy through the interconnection facilities at the beginning of the relevant Contract Year, divided by (ii) the sum of all Period Hours in the relevant Contract Year for all PV System inverters at the beginning of the Contract Year.

“Annual PV System Availability Requirement” or **“PVSA_{Ry}”** means for the first full Contract Year and each Contract Year thereafter, 80%.

“Available Hours” mean (a) the number of Period Hours in which a PV System inverter was electrically interconnected to the interconnection facilities, plus (b) the number of hours during any BESS Excused Condition. Available Hours are counted by an inverter’s programmable logic controller.

“Period Hours” mean the sum total of all daylight hours for the applicable Contract Year.

**APPENDIX K-2
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

**REMEDY CALCULATIONS FOR FAILURE OF BESS PERFORMANCE
GUARANTEES AND ANNUAL PV SYSTEM AVAILABILITY GUARANTEE**

- A. For purposes of determining the Adjusted BESS Capacity Price due to a failure of the Dischargeable Energy Performance Guarantee, the “***Dischargeable Energy Adjustment Factor***” shall be equal to the result of the following formula (where *y* represents the applicable Contract Year that such guarantee is not satisfied):

$$\frac{DE_y}{GDE_y}$$

- B. For purposes of determining the Adjusted BESS Capacity Price due to a failure of the Round Trip Efficiency Performance Guarantee, the “***Round Trip Efficiency Adjustment Factor***” shall be equal to the result of the following formula (where *y* represents the applicable Contract Year that such guarantee is not satisfied):

$$\frac{RTE_y}{RTE \text{ Performance Guarantee}_y}$$

- C. For purposes of determining the Adjusted BESS Capacity Price due to a failure of the Annual PV System Availability Guarantee, the “***Annual PV System Availability Adjustment Factor***” shall be equal to the result of the following formula (where *y* represents the applicable Contract Year that such guarantee is not satisfied):

$$\frac{PVSA_y}{PVSAR_y}$$

**APPENDIX K-3
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

STORAGE CAPACITY TEST PROCEDURES

PART I. GENERAL.

Each Storage Capacity Test shall be conducted in accordance with Prudent Utility Practices and the provisions of this Appendix K-3. For ease of reference, a Storage Capacity Test is sometimes referred to in this Appendix K-3 as a “**SCT**”. Buyer or its representative may be present for the SCT and may, for informational purposes only, use its own metering equipment (at Buyer’s sole cost).

PART II. REQUIREMENTS APPLICABLE TO ALL STORAGE CAPACITY TESTS.

A. Purpose of Test. Each SCT shall:

- (1) Determine the amount of Energy required to fully charge the BESS;
- (2) Determine the BESS charge ramp rate;
- (3) Determine the BESS discharge ramp rate;
- (4) Determine an updated Dischargeable Energy;
- (5) Determine an updated Round Trip Efficiency.

B. Test Elements. Each SCT shall include the following test elements:

- The measurement of charging energy exclusive of station use and electrical losses, as measured by the BESS Energy Meter or other mutually agreed meter, that is required to charge the BESS up to the Maximum Stored Energy Level (as defined in Appendix Q) Level not to exceed the BESS Contract Capacity (MWh) (“**Energy In**”);
- The measurement of discharging energy exclusive of station use and electrical losses, as measured by the BESS Energy Meter or other mutually agreed meter, that is discharged from the BESS to the Point of Delivery until the Stored Energy Level reaches zero MWh as indicated by the battery management system (“**Energy Out**”);

- Electrical output at Maximum Discharging Capacity (as defined in Appendix Q) at the BESS Energy Meter (MW);
 - Electrical input at Maximum Charging Capacity (as defined in Appendix Q) at the BESS Energy Meter (MW);
 - Amount of time between the BESS's electrical output going from 0 to Maximum Discharging Capacity;
 - Amount of time between the BESS's electrical input going from 0 to Maximum Charging Capacity;
 - Amount of energy required to go from 0% Stored Energy Level to 100% Stored Energy Level charging at a rate equal to the Maximum Charging Capacity.
- C. Parameters. During each SCT, the following parameters shall be measured and recorded simultaneously for the BESS, at ten (10) minute intervals:
- (1) discharge time (minutes);
 - (2) charging energy (MWh);
 - (3) discharging energy (MWh);
 - (4) Stored Energy Level (MWh).
- D. Site Conditions. During each SCT, the following conditions at the Site shall be measured and recorded simultaneously at thirty (30) minute intervals:
- (1) Relative humidity (%);
 - (2) Barometric pressure (inches Hg) near the horizontal centerline of the BESS;
and
 - (3) Ambient air temperature (°F).
- E. Test Showing. Each SCT must demonstrate that the BESS:
- (1) successfully started;
 - (2) operated for at least four (4) consecutive hours at Maximum Discharging Capacity;
 - (3) operated for at least four (4) consecutive hours at Maximum Charging Capacity;
 - (4) is able to deliver discharging energy to the Point of Delivery as measured by the BESS Energy Meter for four (4) consecutive hours at a rate equal to

the Maximum Discharging Capacity.

F. Test Conditions.

- (i) General. At all times during a SCT, the BESS shall be operated in compliance with Prudent Utility Practices and all operating protocols recommended, required or established by the manufacturer for operation at Maximum Discharging Capacity and Maximum Charging Capacity (as each is defined in Appendix Q).
- (ii) Abnormal Conditions. If abnormal operating conditions that prevent the recordation of any required parameter occur during a SCT (including a level of irradiance that does not permit the PV System to produce sufficient charging energy), Seller may postpone or reschedule all or part of such SCT in accordance with Part II.G below.
- (iii) Instrumentation and Metering. Seller shall provide all instrumentation, metering and data collection equipment required to perform the SCT. The instrumentation, metering and data collection equipment electrical meters shall be calibrated in accordance with Prudent Utility Practices.

G. Incomplete Test. If any SCT is not completed in accordance herewith, Buyer may in its sole discretion: (i) accept the results up to the time the SCT stopped; (ii) require that the portion of the SCT not completed, be completed within a reasonable specified time period; or (iii) require that the SCT be entirely repeated. Notwithstanding the above, if Seller is unable to complete a SCT due to a Force Majeure event or the actions or inactions of Buyer or the CAISO or the PTO or the Transmission Provider, Seller shall be permitted to reconduct such SCT on dates and at times reasonably acceptable to the Parties.

H. Final Report. Within fifteen (15) Business Days after the completion of any SCT, Seller shall prepare and submit to Buyer a written report of the results of the SCT, which report shall include:

- (1) a record of the personnel present during the SCT that served in an operating, testing, monitoring or other such participatory role;
- (2) the measured data for each parameter set forth in Part II.A through C, including copies of the raw data taken during the test;
- (3) the level of Dischargeable Energy, Energy In, Energy Out, Round Trip Efficiency, Maximum Charging Capacity, the current charge and discharge ramp rate, and Stored Energy Level determined by the SCT, including supporting calculations; and
- (4) Seller's statement of either Seller's acceptance of the SCT or Seller's rejection of the SCT results and reason(s) therefor.

Within ten (10) Business Days after receipt of such report, Buyer shall notify Seller in writing of either Buyer's acceptance of the SCT results or Buyer's rejection of the SCT and reason(s) therefor.

If either Party rejects the results of any SCT, such SCT shall be repeated in accordance with Part II.G.

- I. Supplementary Storage Capacity Test Protocol. No later than sixty (60) days prior to commencing Facility construction, Seller shall deliver to Buyer for its review and approval (such approval not to be unreasonably delayed or withheld) an updated supplement to this Appendix K-3 with additional and supplementary details, procedures and requirements applicable to Storage Capacity Tests based on the then current design of the Facility ("***Supplementary Storage Capacity Test Protocol***"). Thereafter, from time to time, Seller may deliver to Buyer for its review and approval (such approval not to be unreasonably delayed or withheld) any Seller recommended updates to the then current Supplementary Storage Capacity Test Protocol. The initial Supplementary Storage Capacity Test Protocol (and each update thereto), once approved by Buyer, shall be deemed an amendment to this Appendix K-3.

Part III. SUPPLEMENTARY STORAGE CAPACITY TEST PROTOCOL

A. Conditions Precedent to SCT

- Control System Functionality: The storage facility control system shall be successfully configured to receive data from the battery system, exchange distributed network protocol 3 data with the Buyer SCADA device, and transfer data to the database server for the calculation, recording and archiving of data points.
- Communications: Remote Terminal Unit (RTU) testing should be successfully completed prior to SCT. The interface between Buyer's RTU and the storage facility SCADA system should be fully tested and functional prior to starting testing. This includes verification of data transmission pathway between the Buyer's RTU and Seller's control system interface and the ability to record SCADA data.
- Commissioning Checklist: Commissioning Checklist shall be successfully completed on all installed facility equipment, including verification that all controls, set points, and instruments of the control system are configured.
- Control System Functionality: The control system is operable within the requirements and has been successfully configured to receive data from the battery system and transfer data to the onsite servers for the calculation, recording and archiving of data points.
- The following Commercial Operation tests will be repeated annually:

- Round-Trip Efficiency and Energy Test

B. Round-Trip Efficiency and Dischargeable Energy Test

1. The following test demonstrates the updated Round Trip Efficiency and amount of Energy required to fully charge the BESS (when performed annually or ad hoc).
 - i. The resulting quantity of discharging energy is the Energy Out (as reported in Part II.B above) and the resulting quantity charging energy is the Energy In (as reported in Part II.B above).
 - ii. The Qualified Energy is the sum of the total quantity of discharging energy at the BESS Energy Meter.
2. The BESS will be operated in both the charge and discharge directions in the following order:
 - i. [Seller to specify, example language below]
 - ii. *[Set each Battery Subsystem to [3%] SOC.*
 - iii. *Allow each Battery Subsystem to enter background cell balancing mode by maintaining a SOC of [3% for 20 minutes]. After the background cell balancing mode begins the system can be operated as normal. Allow the cell balancing function to operate in the background for at least 24 hours to allow the automatic cell balancing procedure to reach completion. This time may be reduced based on equipment suppliers' recommendations.*
 - iv. *Discharge each Battery Subsystem to 0% SOC.*
 - v. *Immediately perform the Round-Trip Efficiency and Energy Test set forth below.]*
3. To be valid, the SCT must be started within twenty-four (24) hours of the end of the period (greater than four days) during which cell balancing was completed. For the duration of the SCT, the Control System will be configured to have the power limiting mechanisms disabled, and each battery subsystem shall be configured to follow the charge and discharge current limits specified by their respective battery management system.
4. Procedure:
 - i. System Starting State: The BESS will be in the on-line state with each Battery Subsystem at 0% SOC.
 - ii. Verify that in the previous twenty-four (24) hour period, each Battery Subsystem completed the cell balancing procedure allowing full cell balancing to occur, as described in steps i-iv.
 - iii. Verify that ambient temperature measurements at all Battery Subsystems are between [18°C and 28 °C] throughout this test.
 - iv. Record initial values of each Battery Subsystem SOC.

- v. Command a real power charge that results in an AC power of the BESS's full charging power and continue the charge until the power is 2% different.
- vi. Record and store the AC energy charged to the system as measured at the BESS Energy Meter. Measurements will be made by the BESS Energy Meter with recording in the storage facility historian.
- vii. Within 5 minutes, command a real power discharge that results in an AC power output of the BESS's maximum discharge power.
- viii. Maintain the discharging until the power is 2% different.
- ix. Record and store the AC energy discharged as measured at the BESS Energy Meter. Measurements will be made by the BESS Energy Meter with recording in the BESS historian.

Pass/Fail Criteria		
The measured Round Trip Efficiency is greater than or equal to the Round Trip Efficiency Performance Guarantee. The Dischargeable Energy is greater than or equal to the Guaranteed Dischargeable Energy.		
Passed	Failed	Date:
Test Performed by:		
Test Witnessed by:		

Notes/Test Conditions:

**APPENDIX L-1
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

FORM OF CONSTRUCTION START DATE CERTIFICATION

This certification (“***Certification***”) of the Construction Start Date is delivered by Daggett Solar Power 2 LLC (“***Seller***”) to Southern California Public Power Authority (“***Buyer***”) in accordance with the terms of that certain Power Purchase Agreement dated _____ (“***Agreement***”) by and between Seller and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

Seller hereby certifies and represents to Buyer the following:

1. the engineering, procurement and construction contract related to the Facility was executed on _____;
2. the notice provided by Seller to EPC Contractor by which Seller authorizes the EPC Contractor to begin construction of the Facility without any delay or waiting periods was issued on _____ (attached); and
3. the Construction Start Date has occurred.

IN WITNESS WHEREOF, the undersigned has executed this Certification on behalf of Seller as of the ____ day of _____.

DAGGETT SOLAR POWER 2 LLC

By: _____

Its: _____

Date: _____

APPENDIX L-2
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC

FORM OF COMMERCIAL OPERATION DATE CERTIFICATION

In accordance with the terms of that certain Power Purchase Agreement dated as of [], 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “*Agreement*”) by and between Southern California Public Power Authority (“*Buyer*”) and Daggett Solar Power 2 LLC (“*Seller*”), in order to determine achievement of Commercial Operation of the Facility, Seller shall demonstrate to Buyer that the Facility is operating and able to produce and deliver Delivered Energy to Buyer in accordance with the terms of the Agreement by delivery of a Commercial Operation Date Certification (the “*Certificate*”), signed by an authorized representative of Seller as to all of the items below, and which shall include a certificate in the form attached hereto of an Independent Engineer, licensed in the State of California, regarding the Facility’s ability to deliver Delivered Energy and confirming the items set forth therein. Any capitalized term used herein but not defined in the Certificate shall have the meaning set forth in the Agreement. The Certificate shall be submitted by Seller, along with reasonable documentation as may be requested by Buyer, and certify as to the following:

1. All solar panels comprising the PV System have been installed in accordance with the manufacturer’s specifications.
2. The electrical collection system related to the solar panels referenced in paragraph (1) above is complete, functional, and energized for the Facility.
3. Seller’s collector substation is complete and capable of delivering an as-available product.
4. The Facility is operational and interconnected with the Point of Delivery and capable of delivering the Delivered Energy and receiving and storing the BESS Metered Input as required under the Agreement.
5. The battery comprising the BESS has been installed in accordance with the manufacturer’s specifications.
6. Copies of any documentation provided by the manufacturer of the solar panels referenced in paragraph (1) or the battery referenced in paragraph (5) (including a copy of the full BESS specifications) stating the solar panels or battery,

as applicable, have been manufactured in accordance with such manufacturer's specifications, have been provided to Buyer.

7. Construction of the Facility has been completed in accordance with the terms and conditions of this Agreement, and the Facility possesses all of the characteristics required by, and satisfies all of, the Requirements.

8. The Facility has successfully completed all testing required by Prudent Utility Practices or any Requirement of Law to be completed prior to full commercial operation. Testing shall include but not be limited to operating the Facility for a period of not less than twenty (20) consecutive days delivering PV Delivered Energy in an amount equal to the PV System Contract Capacity and BESS Metered Output in an amount equal to the BESS Contract Capacity, in each case, during such period to the Point of Delivery.

9. The BESS has passed the Storage Capacity Test set forth in the Agreement.

10. Seller has obtained all of the Permits required for the development, construction, operation and maintenance of the Facility, including those identified in Appendix B-1 of the Agreement, and all such Permits are final and effective.

11. Seller has obtained the insurance specified on Appendix F of the Agreement.

12. Seller shall have entered into, and delivered to Buyer, an agreement providing for the operation and maintenance of the Facility with a Qualified Operator (which may be redacted for confidential or proprietary information), in form and substance reasonably satisfactory to Buyer, unless Seller provides the operation and maintenance of the Facility.

13. Buyer has received the Performance Security that complies with the terms of the Agreement.

14. Buyer has accepted Seller's proof of timely registration with NERC for all applicable Function Types in the NERC Compliance Registry in accordance with the currently effective NERC Rules of Procedure, including Seller's registration as both Generator Owner and Generator Operator.

15. Buyer has accepted Seller's mapping of NERC registered Function Types in accordance with the currently-effective WECC Entity Function Mapping procedures.

16. Buyer has received and found reasonably acceptable Seller's Q/A Program in accordance with Appendix G of the Agreement.

17. Full Capacity Deliverability Status has been achieved with respect to the Facility.

Upon reasonable notice and during regular business hours, Buyer's representative(s) may inspect the Facility and observe the testing associated with achievement of Commercial Operation, provided that such representative(s) of Buyer shall at all times comply with Seller's written instructions regarding safety and security while on the Site.

Signed,

Name:

Title:

Date:

APPENDIX 1
to
APPENDIX L-2
to
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC

**FORM OF INDEPENDENT ENGINEER'S CERTIFICATE (COMMERCIAL
OPERATION DATE CERTIFICATE)**

This Independent Engineer Certificate is delivered by [*selected Independent Engineer*] ("***Independent Engineer***") in accordance with the terms of that certain Power Purchase Agreement dated as of [], 2022 (the "***Agreement***") by and between Southern California Public Power Authority ("***Buyer***") and Daggett Solar Power 2 LLC ("***Seller***"). Capitalized terms used herein but not defined in this Certificate shall have the meaning set forth in the Agreement.

In order to determine achievement of Commercial Operation of the Facility, Independent Engineer hereby certifies the following regarding the Facility's ability to deliver Delivered Energy:

1. Based on my professional judgment, after reasonable inquiry consistent with prudent industry practice, the solar panels comprising the PV System have been installed in accordance with the manufacturer's specifications.
2. The electrical collection system related to the solar panels referenced in paragraph (1) above is complete, functional, and energized for the Facility.
3. Seller's collector substation is complete and capable of delivering an as-available product.
4. The battery comprising the BESS has been installed in accordance with the manufacturer's specifications.
5. To the best of our knowledge, copies of any documentation provided by the manufacturer of the solar panels referenced in paragraph (1) or the battery referenced in paragraph (4) above (including a copy of the full BESS specifications) stating the solar panels or battery, as applicable, have been manufactured in accordance with such manufacturer's specifications, have been provided to Buyer.
6. The Facility is operational and interconnected with the Point of Delivery and capable of delivering the Delivered Energy and receiving and storing the BESS Metered Input as required under the Agreement.

7. Construction of the Facility has been completed in accordance with Prudent Utility Practices.
8. The Facility has successfully completed all testing required by Prudent Utility Practices to be completed prior to full commercial operation, including operating the Facility for a period of not less than twenty (20) consecutive days and delivering PV Delivered Energy up to the PV System Contract Capacity and BESS Metered Output up to the BESS Contract Capacity, in each case, during such period to the Point of Delivery.
9. The BESS has passed the Storage Capacity Test set forth in the Agreement.

The undersigned is a Licensed Professional Engineer in the State of California.

[Signature page follows]

Sincerely,

[SELECTED INDEPENDENT ENGINEER]

Name:

Title:

Date:

**APPENDIX M
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC
SITE CONTROL DOCUMENTS**

[To be provided by Seller.]

APPENDIX N
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC

SALE LEASEBACK REQUIREMENTS

(a) Performance of Lease Obligations. Seller shall at all times keep, perform, observe and comply with, or cause to be kept, performed, observed and complied with, all material covenants, agreements, conditions and other provisions required to be kept, performed, observed and complied with by or on behalf of Seller from time to time pursuant to the Lease, and Seller shall not do or permit anything to be done, the doing of which, or refrain from doing anything, the omission of which, would reasonably be expected to impair the rights of Seller under the Lease, or could be grounds for the Sale Leaseback Lessor to terminate the Lease.

(b) Notice of Default. Seller shall give Buyer immediate notice of (i) any default or of any event which, with the giving of notice or passage of time, or both, would become a default under the Lease or of the receipt by Seller of any notice from the Sale Leaseback Lessor thereof, or (ii) the commencement or threat of any action or proceeding or arbitration pertaining to the Lease. Buyer, at its option, may take any action (but shall not be obligated to take any action) from time to time deemed necessary or desirable by Buyer to prevent or cure, in whole or in part, any default by Seller under the Lease. Seller shall deliver to Buyer, promptly following service or delivery thereof on, to or by Seller, a copy of each petition, summons, complaint, notice of motion, order to show cause and other pleading or paper, however designated, which shall be served or delivered in connection with any such action, proceeding or arbitration.

(c) Sale Leaseback Lessor Bankruptcy. In the event of the termination, rejection, or disaffirmance by Sale Leaseback Lessor (or by any receiver, trustee, custodian, or other party that succeeds to the rights of the Sale Leaseback Lessor) under the Lease pursuant to the Bankruptcy Code (U.S.C. §§ 101 et seq.), Seller shall cooperate and work in good faith with Buyer to exercise Seller's rights under Section 365 of the Bankruptcy Code (including, without limitation, the election available pursuant to Section 365(h) of the Bankruptcy Code, and any successor provision) in a manner consistent with and in furtherance of the purpose of the Agreement and Buyer's interests in the Agreement (by which Seller acknowledges the importance of the Lease as security). Without limiting the generality of the foregoing sentence, Seller shall not, without Buyer's prior written consent, which shall not be unreasonably withheld, elect to treat the Lease or the leasehold estate created thereby as terminated under Section 365 of the Bankruptcy Code, after rejection or disaffirmance of the Lease by the Sale Leaseback Lessor (whether as debtor in possession or otherwise) or by any trustee of the Sale Leaseback Lessor, and any such election made without such consent shall be void at inception and of no force or effect. At the request of Buyer, Seller will join in any election made by Buyer under the Bankruptcy Code and will take no action in contravention of the rights granted to Buyer pursuant this Section (c). In the event there

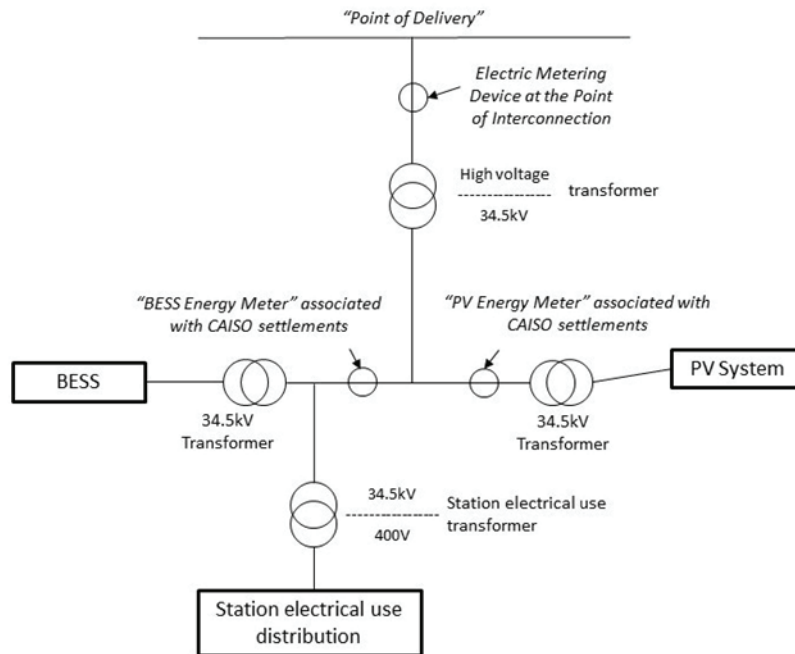
is a termination, rejection, or disaffirmance by the Sale Leaseback Lessor (whether as debtor in possession or otherwise) or by any trustee of the Sale Leaseback Lessor pursuant to the Bankruptcy Code and, Seller elects, with Buyer's consent, to have Seller remain in possession under any legal right Seller may have to occupy the property pursuant to the Lease, then Seller shall remain in such possession and shall perform all acts necessary for Seller to retain its right to remain in such possession, whether such acts are required under the then existing terms and provisions of the Lease or otherwise.

(d) Seller Bankruptcy. In the event that a petition under the Bankruptcy Code shall be filed by or against Seller and Seller or any trustee of Seller shall decide to reject or disaffirm the Lease pursuant to the Bankruptcy Code (or allow the same), Seller shall give Buyer at least ten (10) days prior notice of the date on which application shall be made to the court for authority to reject or disaffirm the Lease or the Lease will be otherwise rejected. Buyer shall have the right, but not the obligation, to serve upon Seller or such trustee within such ten (10) day period a notice stating that (i) Buyer demands that Seller (whether as debtor in possession or otherwise) or such trustee assume and assign the Lease to Buyer pursuant to the Bankruptcy Code, and (ii) Buyer covenants to cure, or to provide adequate assurance of prompt cure of, all defaults (except defaults of the type specified in Section 365(b)(2) of the Bankruptcy Code) and to provide adequate assurance of future performance under the Lease. In the event that Buyer serves any such notice as provided above, Seller (whether as debtor in possession or otherwise) shall not seek to reject or disaffirm the Lease and Seller (whether as debtor in possession or otherwise).

(e) Default Cure (non-bankruptcy). In the event of monetary default under the Lease other than in connection with a bankruptcy filing by or against Seller, upon any payment by Buyer to cure any default of Seller, as lessee thereunder, and thereby to prevent termination of the Lease or the exercise of any other remedy of the Sale Leaseback Lessor thereunder arising out of such default, Seller, within ten (10) days following receipt of notice from Buyer that it made such payment, shall pay the amount of such payment to Buyer plus interest accruing thereon at the Interest Rate, from and including the date of the payment by Buyer to cure such default to but excluding the date of such payment by the Seller.

(f) Memorandum. A memorandum of the Lease shall be recorded in the applicable county.

APPENDIX O
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC
METERING DIAGRAM



APPENDIX P
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC
FORM OF CONSENT AND AGREEMENT

CONSENT AND AGREEMENT

This CONSENT AND AGREEMENT (this “Consent”), dated as of _____, 202__, is executed by and among Southern California Public Power Authority, a public entity and joint powers authority formed and organized pursuant to the California Joint Exercise of Powers Act (California Government Code Section 6500, et seq.) (“Buyer”), [____], in its capacity as collateral agent for the Secured Parties (as defined in the below defined Financing Agreement) (together with its successors and permitted assigns in such capacity, the “Collateral Agent”) and Daggett Solar Power 2 LLC, a Delaware limited liability company (“Seller”). Each of Buyer, Seller and the Collateral Agent is referred to under this Agreement as a “Party,” and together they are referred to as the “Parties”. Capitalized terms used but not defined herein shall have the meanings set forth in the PPA (as defined below) in effect on the date hereof.

RECITALS

A. [_____] (“Borrower”)[, an indirect owner of Seller,] has entered into that certain Financing Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Financing Agreement”), with the financial institutions from time to time party thereto as lenders and letter of credit issuing banks (collectively, the “Lenders”), [____], as administrative agent for the Lenders, the Collateral Agent, and the other agents and Persons party thereto, pursuant to which the Lenders have agreed to extend financing to Borrower, the proceeds of which are to be utilized for the construction, ownership, operation and maintenance of an approximately 65 MWac solar-powered electric generating facility (the “PV System”) and 132 MWh battery energy storage system (“BESS” and, together with the PV System, the “Facility”, as further described in the PPA) located in San Bernardino County, California.

B. Seller and Collateral Agent have entered into a [Guarantee and Security Agreement], dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) under which Seller collaterally assigned its interest under the PPA to Collateral Agent as collateral for the credit facilities under the Financing Agreement and a deed of trust or mortgage under which Seller has granted to Collateral Agent a lien on the Facility to be recorded in San Bernardino County, California (the “Financing Deed of Trust”). Additionally, [_____] (“Pledgor”) has entered into a [Guarantee, Pledge and Security Agreement], dated as of the date hereof (as amended, amended

and restated, supplemented or otherwise modified from time to time, the “Pledge Agreement” and, together with the Security Agreement and Financing Deed of Trust, the “Construction Period Collateral Documents” and, together with the Financing Agreement and any related agreements or documents, the “Financing Documents”) with Collateral Agent pursuant to which it has pledged to Collateral Agent all of the membership interests in Seller, to secure Borrower’s obligations under the Financing Agreement.

C. Buyer and Seller entered into that certain Power Purchase Agreement, dated as of [] (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the “PPA”), pursuant to which Seller will develop, finance, construct, own, and operate the Facility, and will, except as otherwise provided in the PPA, sell the Energy from the Facility to Buyer.

D. Pursuant to Section 13.3 of the PPA, Seller has requested Buyer’s consent to collateral assignment, pursuant to the Security Agreement, by Seller to the Collateral Agent of all of Seller’s right, title and interest in, to and under the PPA, to the grant of the liens in the Facility pursuant to the Financing Deed of Trust and to the pledge of the direct and indirect membership interests in Seller to the Collateral Agent.

AGREEMENT

1. Assignment and Agreement.

1.1 Consent to Assignment. Buyer hereby consents to the collateral assignment to the Collateral Agent, pursuant to the Security Agreement, of all of Seller’s rights, title and interest in, to and under the PPA (including, without limitation, the right to receive payment thereunder), the granting of Liens on all property of Seller pursuant to the Construction Period Collateral Documents, the pledge of direct membership interests in Seller to the Collateral Agent as security for Borrower’s obligations under the Pledge Agreement, the pledge of the indirect membership interests in Seller to the Collateral Agent pursuant to the terms of the Financing Agreement and Buyer acknowledges that the Collateral Agent and is a “Facility Lender” for purposes of the PPA. Subject to the terms and conditions of this Consent, Buyer agrees that, in exercising its remedies under the Construction Period Collateral Documents, the Collateral Agent may exercise Seller’s rights under the PPA.

1.2 Notices: Right to Cure by the Collateral Agent. Upon the occurrence of a Default (as defined under the PPA) by Seller under the PPA, Buyer shall give concurrent notice of such Default to Seller and the Collateral Agent. Upon receipt of notice from the Collateral Agent, Buyer agrees to accept the exercise and cure by the Collateral Agent of the Default if such exercise and cure is in compliance with the PPA and this Consent. Buyer shall not terminate or suspend its performance under the PPA until the Collateral Agent has been given: (a) if such Default is a monetary Default, thirty (30) days after the later of (i) the expiration of all cure periods available to Seller under the PPA and (ii) receipt of such notice to cure a monetary Default or, (b) if such Default is a nonmonetary Default, sixty (60) days after the later of (i) the expiration of all cure periods available to Seller under the PPA and (ii) receipt of such notice (or up to thirty (30) additional days, so long as the Collateral Agent reasonably demonstrates to Buyer that it is diligently pursuing appropriate action to cure and is making sufficient progress toward curing such

Default); provided, however, that (x) if possession of the Facility is necessary to cure any such nonmonetary Default and the Collateral Agent commenced foreclosure proceedings within thirty (30) days after the Collateral Agent's receipt of notice of Default from Buyer and are diligently pursuing such foreclosure proceedings, the Collateral Agent will be allowed a reasonable additional period of time, not to exceed ninety (90) days after receipt of such notice of Default from Buyer, to complete such proceedings and cure such Default, and (y) if the Collateral Agent is prohibited from curing any such Default by any process, stay or injunction issued by any Governmental Authority or pursuant to any bankruptcy or insolvency proceeding or other similar proceeding involving Seller, then the time periods specified herein for curing a Default shall be extended for the period of such prohibition, so long as the Collateral Agent has diligently pursued removal of such process, stay or injunction, but in no event more than two hundred thirty (230) days. Failure of Buyer to provide such notice to the Collateral Agent shall not constitute a breach of the PPA or this Consent by Buyer and the Collateral Agent agrees that Buyer shall have no liability to the Collateral Agent for such failure whatsoever; provided that no claim of Default or termination of the PPA by Buyer shall be binding without such notice and the lapsing of the applicable periods set forth above. If the Collateral Agent fails to cure a Default within the applicable period, Buyer shall have all its rights and remedies with respect to such Default as set forth in the PPA.

1.3 Subsequent Owner. Subject to the terms and conditions of this Consent, the Parties agree that the Collateral Agent shall, concurrent with any statutory notice required to be delivered to Seller, give notice in writing to Buyer not less than thirty (30) days prior to the date of any foreclosure or transfer of the Facility and the PPA (a "Foreclosure Sale") and, in addition, the Collateral Agent shall subsequently notify Buyer following any transfer pursuant to such foreclosure. If the Collateral Agent notifies Buyer in writing that it has completed foreclosure on the Facility and PPA pursuant to the Construction Period Collateral Documents, taken a "deed in lieu of foreclosure" with respect to the Facility and PPA, or otherwise transferred the Facility and PPA, the Collateral Agent or its permitted successors or assigns, or any other purchaser of the Facility (each such Person, including the Collateral Agent that is a transferee, a "Subsequent Owner"), shall be recognized as a party substituting for Seller under the PPA so long as such the Subsequent Owner meets the qualifications for a Qualified Transferee and each Subsequent Owner expressly assumes Seller's obligations under the PPA, and the terms and conditions of the PPA as in effect on such date of transfer or foreclosure shall continue to apply to such Subsequent Owner; provided, however, it is acknowledged and agreed that [insert name of Collateral Agent that is a party to this Consent] is a Qualified Transferee.

1.4 [Reserved].

1.5 Foreclosure Sale. In the event a Foreclosure Sale or deed in lieu of foreclosure under the Construction Period Collateral Documents shall take place, Buyer or any Participating Member shall have the right to bid at such Foreclosure Sale for the purchase of the Facility. The Collateral Agent may sell the membership interests in Seller pursuant to such Foreclosure Sale.

1.6 Third Party Beneficiary. No action of Buyer taken pursuant to the exercise of its rights as provided in this Consent shall be deemed to be a waiver of any right accruing to Buyer on account of the occurrence of any matter which constitutes a default or a breach of Seller's obligations under the Financing Agreement or the PPA.

1.7 No Assignment. Buyer agrees that it shall not, without the prior written joint consent of Seller and the Collateral Agent (such consent to not be unreasonably withheld, conditioned or delayed) sell, assign or transfer any of its rights under the PPA, other than in accordance with Section 14.7 of the PPA. The Collateral Agent shall be deemed to have consented to such sale, assignment or transfer should it fail to respond within forty-five (45) days after the date of the notice from Buyer is received by the Collateral Agent.

1.8 Limitation of Liability.

(a) Seller agrees that it shall indemnify and hold Buyer harmless from any third-party claims, losses, liabilities, damages, costs or expenses (including, without limitation, any direct, indirect or consequential claims, losses, liabilities, damages, costs or expenses, including legal fees) in connection with or arising out of any of the transactions related to the Financing Agreement and the Construction Period Collateral Documents or this Consent.

(b) In the event of any Foreclosure Sale, or the taking of any deed in lieu of foreclosure, in connection with an exercise of remedies under any Construction Period Collateral Documents, the Collateral Agent shall, if performance of the PPA is reasonably possible, cause the Subsequent Owner to assume in writing and agree to be bound by the covenants and agreements of Seller in the PPA; provided, however, that until the Subsequent Owner executes and delivers to Buyer a written assumption of Seller's obligations under the PPA, in form and substance reasonably acceptable to Buyer, such Person will not be entitled to any of the benefits of the PPA. The Collateral Agent agrees that in no event shall Buyer be liable to the Collateral Agent or any Subsequent Owner for any claims, losses, expenses or damages whatsoever under the PPA other than liability Buyer may have to Seller under the PPA. In the event a Subsequent Owner elects to perform Seller's obligations under the PPA in accordance with Section 1.3 hereof, the recourse of Buyer in seeking the enforcement of such obligations shall be limited to any Project Development Security, or the Delivery Term Security, as applicable, provided pursuant to the PPA and the value (taking into account indebtedness secured by the Facility, including indebtedness arising in connection with such Project Development Security or the Delivery Term Security, as applicable) of the Subsequent Owner's interest in the Facility.

1.9 Reinstatement. In the event that the PPA is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding, and if, within forty-five (45) calendar days after such rejection, the Collateral Agent shall so request, Buyer will execute and deliver to the Collateral Agent a new power purchase agreement, which power purchase agreement shall be on the same terms and conditions as the original PPA for the remaining term of the original PPA before giving effect to such rejection, and which shall require the Collateral Agent to cure any defaults then existing under the original PPA other than the default under the original PPA attributed to the bankruptcy or insolvency of Seller.

2. Payments under the PPA. Without limiting the rights of Buyer under the PPA, Buyer shall pay any amounts owed in the manner and when required under the PPA directly to the accounts specified below or otherwise designated by the Collateral Agent to Buyer in writing. From and after such time as an entity qualifies as a Subsequent Owner, Buyer shall pay all such amounts owed directly to or at the written direction of such Subsequent Owner. Commencing on the date of this Consent and until the occurrence of the Term Conversion Date (as defined in the

Financing Agreement and which shall only occur for purposes of this Consent after Buyer receives written notice thereof from the Collateral Agent) (the “Construction Loan Discharge Date”), Seller hereby directs Buyer, and Buyer agrees, to make all payments and amounts Buyer is obligated to pay to Seller under the PPA, which payments shall satisfy any such payment obligations of Buyer to Seller in full and complete satisfaction of Buyer’s obligations to Seller under the PPA to the following account:

Bank Name: [_____]

Account Number: [_____]

ABA Number: [_____]

Account Name: [_____]

Ref: [_____]

The Collateral Agent and Seller agree that any change in payment notification shall become effective within thirty (30) days after receipt by Buyer of written notice thereof in accordance with this Consent. Buyer shall have no liability to Seller or any Secured Party (or their successors and assigns) for making payments due or to become due under the PPA to any Secured Party or for failure to direct any payments to the Collateral Agent rather than Seller.

3. Acknowledgements; Representations and Warranties.

3.1 Buyer. Buyer hereby represents and warrants to the Collateral Agent as of the date of this Consent as follows:

Buyer agrees that any foreclosure by the Collateral Agent on the direct or indirect membership interests in Seller, or any parent entity of Seller and any subsequent transfer to a third party by the Collateral Agent after such foreclosure, upon the occurrence of a default under the Financing Agreement shall not constitute a breach under the PPA so long as the Facility is operated and maintained by a Qualified Operator following any such foreclosure and subsequent transfer. Collateral Agent shall obtain Buyer’s consent (such consent not to be unreasonably withheld) prior to any transfer by Collateral Agent of the membership interests in Borrower or Pledgor upon the occurrence of a default by Borrower under the Financing Agreement to an entity other than a Qualified Transferee.

3.2 Seller and Collateral Agent.

(a) Seller and the Collateral Agent acknowledge that Buyer has not made and hereby makes no representation or warranty, expressed or implied, that Seller has any right, title or interest in the collateral secured by the Construction Period Collateral Documents (the “Collateral”) and the Collateral Agent acknowledges that it has not relied upon any such representations of Buyer. The Collateral Agent acknowledges that it is responsible for satisfying itself as to the existence and extent of Seller’s right, title, and interest in the Collateral.

(b) Except as otherwise expressly provided herein, the Collateral Agent acknowledges

that Buyer shall not have any contractual obligations to the Collateral Agent, and the Collateral Agent acknowledges that it has not relied upon any representations of Buyer in connection with its lending arrangements with Borrower for the Facility.

(c) Except with respect to performance of the agreements contained herein, Seller and the Collateral Agent acknowledge that Buyer shall have no liability to Seller or the Collateral Agent resulting from or related to this Consent, or for consenting to any future assignments of the Collateral or any interest of Seller or the Collateral Agent therein.

(d) Seller and the Collateral Agent each agree that Buyer shall, at all times, have (and Buyer hereby expressly reserves) the right to set off or deduct from payments due to Seller under the PPA amounts owing to Buyer by Seller under the PPA, in each case solely in accordance with Section 11.5 of the PPA.

(e) Collateral Agent represents and warrants that it is duly authorized, on behalf of the Secured Parties it represents, to enter into and perform its obligations under this Consent.

4. Miscellaneous.

4.1 Governing Law; Submission to Jurisdiction.

(a) This Consent shall be governed by, interpreted, and enforced in accordance with the laws of the State of California, without regard to conflict of law principles.

(b) All litigation arising out of, or relating to this Consent, shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of *forum non conveniens*.

4.2 Conflicts. Except as otherwise set forth herein, this Consent does not modify or alter any of the terms of the PPA. As between the Buyer and the Seller, to the extent the terms and conditions herein conflict with those in the PPA, the terms and conditions of the PPA shall control. Except as set forth herein, Buyer shall have no obligation or liability to the Collateral Agent with respect to the PPA. For purposes of this provision, Seller and Buyer agree that the acknowledgments and consents provided in Section 1.1, the extended cure periods provided in Section 1.2, the rights of a Subsequent Owner in Section 1.3, the restriction on assignment in Section 1.7, the payments pursuant to Article 2, and the agreement regarding change in control in Section 3.1 do not conflict with the PPA.

4.3 Counterparts. This Consent may be executed in any number of counterparts and by the different Parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all of which shall together constitute one and the same instrument. Any signature page of this Consent may be detached from any counterpart of this Consent without impairing the legal effect of any signature thereon, and may be attached to another counterpart of this Consent identical in form hereto by having attached to it one or more signature pages.

4.4 Amendment; Waiver. Neither this Consent nor any of the terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing signed

by Buyer, Seller and the Collateral Agent.

4.5 Successors and Assigns. This Consent shall be binding upon and inure to the benefit of Buyer, Seller, the Collateral Agent and each of their respective successors and permitted assigns.

4.6 Attorneys' Fees. Seller shall reimburse Buyer for all actual and documented costs and expenses incurred by Buyer in connection with the facilitation of Seller's collateral assignment or pledge of the PPA, or any other action taken in connection with the transactions contemplated in this Consent, or otherwise pursuant to any request made by Seller or the Collateral Agent.

4.7 Representation by Counsel. Each of the Parties was represented by its respective legal counsel during the negotiation and execution of this Consent.

4.8 Estoppel Certificate. Buyer agrees to deliver to the Collateral Agent and any Tax Equity Investor a customary estoppel certificate, substantially in the form of Exhibit A, on or about the date of delivery of this Consent[, in connection with the initial funding by the Tax Equity Investors,] and in connection with the achievement of Commercial Operation of the Facility following receipt of a written request therefor from Seller.

4.9 Notices. Any communications between the Parties or notices provided herein to be given shall be given to the following addresses:

If to Seller:

Daggett Solar Power 2 LLC

c/o [_____]

If to Buyer:

Southern California Public Power Authority

1160 Nicole Court

Glendora, CA 91740

Attn: Executive Director

Tel: (626) 793-9364

Fax: (626) 793-9461

If to the Collateral Agent:

[_____]

as Collateral Agent

[_____]

[_____]

Attention: [_____]

Email: [_____]

All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered as properly given (a) if delivered in person, (b) if sent by overnight delivery service, (c) if mailed by first-class United States Mail, postage prepaid, registered or certified with return receipt requested, or (d) if sent by prepaid telegram or by facsimile. Any Party may change its address for notice hereunder by giving written notice of such change to the other Parties.

4.10 Termination of Collateral Documents and Consent. Seller and Collateral Agent agree that upon the termination of the Construction Period Collateral Documents on the Term Conversion Date, the only remaining collateral security of the Collateral Agent securing the obligations of the Borrower under the Financing Agreement will be the membership interests in, and any assets of, the Pledgor and the Borrower and [____], and there will be no remaining collateral security of the Collateral Agent in the Seller or its assets that secures the obligations of the Borrower under the Financing Documents. Seller agrees to deliver notice of the occurrence of the Term Conversion Date to Buyer (with a copy to Collateral Agent) promptly but in no event more than 10 days after such Term Conversion Date. The Parties agree that, as of such date, any rights, duties or obligations arising hereunder shall terminate and no longer be applicable; provided, that Sections 1.1, 1.8(a), 3, 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.9 and 4.10 shall survive the termination of this Consent. Upon the occurrence of the Term Conversion Date, if requested by Seller, Buyer shall enter into an agreement that provides to Seller's direct or indirect tax equity investors rights substantially the same as those set forth in Section 4.11 of the Form of Consent to Collateral Assignment attached as Appendix P to the PPA.

4.11 [Tax Equity Investor Accession. Each of Buyer, Lender, Seller and the Tax Equity Investors hereby agree as follows:

(a) Effective as of the earlier to occur of (1) the date that the obligations under the Financing Documents are repaid in full; (2) the Term Conversion Date and (3) [_____]; provided that clause 4.11(a)(i) below shall not be applicable until the earlier to occur of one of subclauses (1) or (2) of this clause 4.11(a):

i. The rights of the Lender under Section 1 hereof and the payment direction in Section 2 hereof will terminate.

ii. Buyer will not terminate the PPA or suspend its performance under the PPA on account of any Default (as defined under the PPA) of Seller thereunder, without written notice to the Tax Equity Investors and first providing to the Tax Equity Investors and the right to cure the relevant Default during the cure period (if any) applicable to such Default under the PPA.

Failure of Buyer to provide notice to the Tax Equity Investors shall not constitute a breach of the PPA or this Consent by Buyer, and Buyer shall have no liability to any Tax Equity Investor for any such failure; provided that no claim of Default or termination of the PPA by Buyer shall be binding without such notice and the lapsing of the applicable cure periods (if any) set forth in the PPA. Following notice to the Tax Equity Investors and the lapsing of any applicable cure period, Buyer may exercise any remedies under the PPA with respect to such Default, including terminating the PPA or suspending its performance under the PPA.

(b) The address of the Tax Equity Investors for purposes of all notices and other communications is:

[_____]

and

[_____]

With copies to:

[_____]

and

[_____]

and

[_____]

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Consent and Agreement to be duly executed and delivered as of the date first above written.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY,

as Buyer

By: _____

President

Date:

Attest: _____

Assistant Secretary

DAGGETT SOLAR POWER 2 LLC,

a Delaware limited liability company

as Seller

By: _____

Name:

Title:

[_____] ,

as Collateral Agent for the Secured Parties

By: _____

Name:

Title:

**EXHIBIT A
TO
CONSENT AND AGREEMENT**

FORM OF PPA ESTOPPEL CERTIFICATE

[Insert Date]

Reference is made to that certain Power Purchase Agreement, dated as of [____], 202[___] (as amended, amended and restated, supplemented or otherwise modified from time to time, the “PPA”), by and between the Southern California Public Power Authority, a public entity and joint powers agency formed and organized pursuant to the California Joint Exercise of Powers Act (California Government Code Section 6500, et seq.) (“Buyer”), and Daggett Solar Power 2 LLC, a Delaware limited liability company (“Seller”). Terms used herein but not defined herein have the same meanings as in the PPA.

Buyer hereby confirms and agrees as of the date hereof as follows:

1. The copy of the PPA, as amended, attached hereto as Exhibit A, constitutes a true and complete copy of the PPA.

2. The PPA is in full force and effect and has not been modified or amended in any way [since [____], 20[___]], and constitutes the only agreement between Buyer and Seller, other than that certain Consent and Agreement dated as of [____], 202[___], by and among Buyer, Seller and [____], as the Collateral Agent (as defined therein).

3. Buyer has not transferred or assigned its interest in the PPA.

4. Buyer is not in default under the PPA, nor has Buyer breached any of its representations, warranties, agreements or covenants under the PPA and, to Buyer’s knowledge, no facts or circumstances exist which, with the passage of time or the giving of notice nor both, would constitute a default or breach by Buyer under the PPA or which would give Seller the right to terminate the PPA. To Buyer’s knowledge, Seller is not in default under the PPA nor, to Buyer’s knowledge, has Seller breached any of its representations, warranties, agreements or covenants under the PPA and, to Buyer’s knowledge, no facts or circumstances exist which, with the passage of time or the giving of notice nor both, would constitute a default or breach by Seller under the PPA or which would allow Buyer to terminate the PPA.

5. All representations made by Buyer in the PPA were true and correct as of the effective date of the PPA and continue to be true and correct as of the date hereof.

6. To Buyer’s knowledge, no event, act, circumstance, or condition constituting an event of Force Majeure under the PPA has occurred and is continuing.

7. Seller has not claimed any amounts under the indemnification obligation of Buyer set forth in the PPA (except as disclosed to the investors in the applicable Tax Equity Financing).

8. To Buyer's knowledge, Buyer has no existing counterclaims, offsets, or defenses against Seller under the PPA. Buyer has no present knowledge of any facts entitling Buyer to any material claim, counterclaim or offset against Seller in respect of the PPA.

9. All payments due and payable as of the date hereof, if any, under the PPA, by Buyer have been paid in full through the period ending on the date hereof.

10. Seller has achieved each Milestone set forth in Appendix I to the PPA that is to be completed on or prior to the date hereof.

11. To Buyer's knowledge, Buyer has no notice of, and has not consented to, any previous assignment of all or any part of Seller's rights under the PPA.

12. [The Commercial Operation Date of the Facility occurred on [____], 20[____].

13. The PV System Contract Capacity of the Facility as of the Commercial Operation Date is [____] MW.]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Buyer has caused this Certificate to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____

Name

Title:

Exhibit A to Estoppel Certificate

PPA

See attached.

**APPENDIX Q
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

OPERATING RESTRICTIONS

A. BESS Operating Restrictions

The BESS shall be subject to the following Operating Restrictions:

	Description	Value	Notes
1.	BESS Contract Capacity	33 MW	
2.	Maximum Stored Energy Level	33 MW for 4 hours	
3.	Minimum Stored Energy Level	0 MWh	Maximum time at Minimum Stored Energy Level is 100hrs
4.	Maximum Charging Capacity	33 MW	
5.	Minimum Charging Capacity	0 MW	
6.	Maximum Discharging Capacity	33 MW	
7.	Minimum Discharging Capacity	0 MW	
8.	Maximum State of Charge (SOC) during Charging	100 %	SOC is relative to Maximum Stored Energy Level
9.	Minimum State of Charge (SOC) during Discharging	0 %	SOC is relative to Maximum Stored Energy Level
10.	Annual Average State of Charge Range (SOC)	<40%	Measured during each Contract Year
11.	Annual Cycle Limit	365 cycles / year	One (1) cycle is equal to 1 kWh throughput per kWh calculated by the product of the Storage Contract Capacity and discharge hours Not to exceed the stated value Measured during each Contract Year

12.	Daily Dispatch Limits	Two cycles per operating day	One (1) cycle is equal to 1 kWh throughput per kWh calculated by the product of the Storage Contract Capacity and discharge hours Not to exceed the stated value
13.	Manual Dispatch Commands	All dispatch commands from the Buyer must use the Seller-supplied EMS	

B. Additional Operating Restrictions

The Facility shall be subject to the follow Operating Restrictions:

1. Dispatch cannot cause Delivered Energy to exceed the PV Contract Capacity.

**APPENDIX R
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

APPROVED VENDORS

Solar Panels:

JA Solar
Trina
Longi
Canadian Solar

Batteries:

Wärtsilä
CATL
Samsung SSDI

**APPENDIX S
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

LEGAL OPINIONS

1. Based solely upon our review of the Opinion Party's articles of organization and the Good Standing Certificates, the Opinion Party is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware, is qualified to do business in, and is in good standing under the laws of, the State of California, and has all requisite limited liability company power and authority to execute, deliver, and perform its obligations under the Agreement.

2. The execution and delivery by the Opinion Party of the Agreement, and the performance by the Opinion Party of its obligations thereunder, have been duly authorized by all necessary limited liability company action on the part of the Opinion Party. The Opinion Party has duly executed and delivered the Agreement.

3. The Agreement constitutes the legally valid and binding obligation of the Opinion Party, enforceable against the Opinion Party in accordance with its terms, in each case except (a) as may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or transfer, or other similar laws relating to or affecting the rights of creditors generally and (b) as the enforceability of the Agreement is subject to the application of general principles of equity (regardless of whether considered in a proceeding in equity or at law), including without limitation (i) the possible unavailability of specific performance, injunctive relief or any other equitable remedy, and (ii) concepts of materiality, reasonableness, good faith and fair dealing.

4. Neither the Opinion Party's execution and delivery of the Agreement, nor the performance by the Opinion Party of its obligations thereunder, violates (a) any law or regulation of the United States of America, the State of California, or the State of Delaware applicable to the Opinion Party, (b) any provision of the Opinion Party's articles of organization and limited liability company agreement, or (c) any judgment, order, writ, injunction or decree, in each case, that is binding on the Opinion Party.

5. No authorization, consent, or other approval of, or registration, declaration, or other filing (a) with any governmental authority of the United States of America, the State of California, or the State of Delaware is required on the part of the Opinion Party for the execution and delivery by the Opinion Party of the Agreement, or (b) under any law or regulation of the United States, the State of California, or the State of Delaware is required on the part of the Opinion Party for the performance by the Opinion Party of its obligations under the Agreement, other than those routine

authorizations, consents, approvals, registrations, and filings which may be required in the future for the Opinion Party to conduct its business, maintain its existence, and remain in good standing in the State of Delaware.

6. The Opinion Party has the limited liability company power to (a) execute, deliver, and perform its obligations under the Agreement, (b) own, lease, and operate its properties, and (c) carry on its business.

**SCHEDULE 12.2(h)
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

**UPSTREAM EQUITY OWNERS, SELLER'S ULTIMATE PARENT AND
ORGANIZATIONAL AND OWNERSHIP STRUCTURE OF SELLER AND UPSTREAM
EQUITY OWNERS**

[To be included as of the Effective Date]