



Agenda
City of Vernon
Regular City Council Meeting
Tuesday, April 5, 2022, 9:00 AM
City Hall, Council Chamber
4305 Santa Fe Avenue
Vernon, California

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

MEETING ATTENDANCE PROTOCOLS

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. Meetings are conducted in a hybrid format that includes both in-person and Zoom public participation.

The public is encouraged to view the meeting at <https://www.cityofvernon.org/webinar-cc> or by calling (408) 638-0968, Meeting ID 815-4019-2002#. You may address the Council via Zoom or submit comments to PublicComment@cityofvernon.org 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. Police Department

[Swearing-In Ceremony for New Police Officers in the Police Department](#)

Recommendation:

Administer the Oath of Office to Police Officers Alan Escarpe, Brittany Gonzalez and Melissa Hernandez.

2. Human Resources

[Proclamation Declaring Sexual Assault Awareness Month and Denim Day](#)

Recommendation:

Proclaim the month of April 2022 as "Sexual Assault Awareness Month" and Wednesday, April 27, 2022 as "Denim Day" in the City of Vernon.

[1. Proclamation - Sexual Assault Awareness Month](#)

3. City Administration

[Proclamation Celebrating the 70th Anniversary of the Greater Los Angeles County Vector Control District](#)

Recommendation:

Commend and honor the Greater Los Angeles County Vector Control District on their 70th Anniversary Milestone.

[1. Proclamation - GLACVCD 70th Anniversary](#)

4. City Administration

[City Administrator Report:](#)

- New Business Welcome
- Partnerships to Aid Unhoused Population
- Clean California Grant for Vernon Park
- Utility in Southern California Public Power Association (SCPPA) Newsletter
- Vernon Job Fair
- Community Engagement

Recommendation:

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

PUBLIC HEARINGS

5. Finance/Treasury

[General Fee Schedule for Fiscal Year 2022-2023](#)

Recommendation:

Adopt Resolution No. 2022-06 approving and adopting the General Fee Schedule for Fiscal Year (FY) 2022-2023.

[1. Resolution No. 2022-06](#)

[2. Notice of Public Hearing - General Fee Schedule](#)

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.

6. City Clerk

[Approval of Minutes](#)

Recommendation:

Approve the March 15, 2022 Regular City Council meeting minutes.

[1. 20220315 City Council Minutes](#)

7. 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](#)

8. City Clerk

[Claims Against the City](#)

Recommendation:

Receive and file the claim submitted by Mayra A. Llamas in the amount of \$1,620.

[1. 20220315 Mayra A. Llamas](#)

9. Finance/Treasury

[Operating Account Warrant Register](#)

Recommendation:

Approve Operating Account Warrant Register No. 84, for the period of February 27 through March 19, 2022, totaling \$10,616,891.14 and consisting of ratification of electronic payments totaling \$9,706,845.77 and ratification of the issuance of early checks totaling \$910,045.37.

[1. Operating Account Warrant Register No. 84](#)

10. Public Works

[Public Works Department Monthly Report](#)

Recommendation:

Receive and file the February 2022 Building Report.

[1. Public Works Department February 2022 Building Report](#)

11. Finance/Treasury

[Recovered Organic Waste Product and Recycled-Content Paper Procurement Policy](#)

Recommendation:

Adopt the Recovered Organic Waste Product and Recycled-Content Paper Procurement Policy.

[1. Draft Recovered Organic Waste and Recycled-Content Paper Procurement Policy](#)

[2. Notification of Procurement Target](#)

12. Public Works

[Agreements with the California Department of Transportation \(CalTrans\)](#)

Recommendation:

Adopt Resolution No. 2022-07 authorizing the Director of Public Works to execute all Federal or State Grant Funding Agreements with the State of California, acting by and through the Department of Transportation.

[1. Resolution No. 2022-07](#)

13. Public Utilities

[Electrical Easement at 2340 East 52nd Street - Assessor's Parcel Number \(APN\) 6308-016-025](#)

Recommendation:

Accept the Electrical Easement and authorize the Mayor to execute the Certificate of Acceptance for 2340 East 52nd Street (APN 6308-016-025).

[1. Electrical Easements and Certificate of Acceptance - 2340 East 52nd Street](#)

14. Public Works

[Services Agreement with YESCO LLC dba YESCO Signs LLC \(Contract No. CS-1425\) for Vernon Gateway Arch Project](#)

Recommendation:

- A. Find that the proposed action is categorically exempt under the California Environmentally Quality Act (CEQA) in accordance with CEQA Guidelines Section 15303, because the project consists of new construction of limited small new facilities; and Section 15311, because the project only consists of construction or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities;
- B. Approve and authorize the City Administrator to execute Services Agreement Contract CS-1425 with YESCO LLC, dba YESCO Signs LLC in substantially the same form as submitted, in an amount not-to-exceed \$499,364.97 for the City of Vernon Gateway Arch Project for a three-year term; and
- C. Authorize a contingency of \$75,000 in the event of an unexpected changed condition in the project and grant authority to the City Administrator to issue Change Orders for an amount up to the contingency amount, if necessary.

[1. Services Agreement CS-1425 with YESCO](#)

[2. Gateway Arch Rendering](#)

15. Public Works

[Vernon Rental Housing Policy](#)

Recommendation:

Adopt Resolution No. 2022-08 approving a Vernon Rental Housing Policy for the Vernon Housing Commission and repealing Resolution No. 2011-175.

[1. Resolution No. 2022-08](#)

[2. Resolution No. VHC-9](#)

16. Public Utilities

Construction Contract with Capital Industrial Coatings, LLC for the Rehabilitation of Reservoirs 2-1, 2-2, and 2-3 Project

Recommendation:

- A. Find that the proposed action is categorically exempt from California Environmental Quality Act (CEQA) review, in accordance with CEQA Guidelines Section 15301, because the project consists of the maintenance, repair or minor alteration of existing facilities and equipment and involves negligible or no expansion of an existing use;
- B. Accept the bid from Capital Industrial Coatings, LLC as the lowest responsive and responsible bidder and reject all other bids;
- C. Approve and authorize the City Administrator to execute a Construction Contract with Capital Industrial Coatings, LLC in substantially the same form as submitted, in an amount not-to-exceed \$2,033,308 for the Rehabilitation of Reservoirs 2-1, 2-2, and 2-3; and
- D. Authorize a contingency amount of \$200,000 in the event of unforeseen changes in the project and grant authority to the City Administrator to issue Change Orders for an amount up to the contingency amount, if necessary.

1. Construction Contract with Capital Industrial Coatings, LLC

17. City Council

Payment and Blanket Purchase Contract with ABB, Inc.

Recommendation:

- A. Find that the proposed action is categorically exempt from California Environmental Quality Act (CEQA) review, in accordance with CEQA Guidelines § 15301, because the project consists of the maintenance, repair or minor alteration of an existing facility and involves negligible or no expansion of an existing use;
- B. Approve payment to ABB, Inc. for Invoice No. 7105433953, in the amount of \$340,716.69 for starting motor drive replacement parts;
- C. Find that the best interests of the City are served by a direct award of a purchase contract to ABB, Inc., without a competitive selection process pursuant to Section 3.32.110 B.2 of the Vernon Municipal Code (VMC); and
- D. Authorize issuance of a blanket Purchase Contract in an amount not-to-exceed \$92,283.31 with ABB, Inc., subject to City Attorney's Office approval of terms and conditions, for the installation of a starting motor drive and maintenance services needed at Malburg Generating Station (MGS) for the remainder of fiscal year (FY) 2021-2022.

1. ABB, Inc. - Invoice No. 7105433953

2. ABB, Inc. - Purchase Order No. MGS 21969

NEW BUSINESS

18. Finance/Treasury

[Amendments to Vernon Municipal Code Section 3.32.250 Emergency Purchases](#)

Recommendation:

- A. Introduce and conduct the first reading of Ordinance No. 1279 amending Section 3.32.250 of Title 3 Revenue and Finance of the Vernon Municipal Code regarding emergency purchases; and
- B. Direct staff to schedule second reading and adoption for the April 19, 2022 City Council meeting.

[1. Ordinance No. 1279](#)

ORAL REPORTS

City Administrator Reports on Activities and Other Announcements.

City Council Reports on Activities (including AB 1234), Announcements, or Directives to Staff.

CLOSED SESSION

19. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –

Significant exposure to litigation

Government Code Section 54956.9(d)(2) Number of potential cases: 1

20. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

Teresa Rodriguez v. City of Vernon

Los Angeles Superior Court Case No. 22STCV09515

21. PUBLIC EMPLOYMENT

Government Code Section 54957(b)(1) Title: City Attorney

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 30th day of March, 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 2.04.020).

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: Brandon Gray
Submitting Department: Police Department
Meeting Date: April 5, 2022

SUBJECT

Swearing-In Ceremony for New Police Officers in the Police Department

Recommendation:

Administer the Oath of Office to Police Officers Alan Escarpe, Brittany Gonzalez and Melissa Hernandez.

Background:

The Vernon Police Department (VPD) currently has a few Police Officer vacancies in the Patrol Division due to retirements of police sworn personnel. It is essential for the VPD to fill such vacancies as leaving these positions vacant would negatively impact patrol deployment levels and would increase overtime costs to cover staff shortages.

In order to fill the vacancies, the VPD, with assistance from the Human Resources (HR) Department, conducted the necessary recruitment processes. Based on a review of the qualifications of each eligible candidate, and the completion of extensive background investigations, it was determined that Alan Escarpe, Brittany Gonzalez and Melissa Hernandez were the best-qualified candidates to fill the vacant Police Officer positions. All three candidates graduated from the Rio Hondo Police Academy, Class #212 on March 30, 2022.

Fiscal Impact:

Sufficient funds to cover the minimal expenses associated with the swearing-in ceremony, and the cost of the associated salaries and benefits for the recently hired police personnel are available in the Police Department's budget for Fiscal Year 2021-2022.

Attachments:

None.

City Council Agenda Item Report

Submitted by: Veronica Avendado
Submitting Department: Human Resources
Meeting Date: April 5, 2022

SUBJECT

Proclamation Declaring Sexual Assault Awareness Month and Denim Day

Recommendation:

Proclaim the month of April 2022 as "Sexual Assault Awareness Month" and Wednesday, April 27, 2022 as "Denim Day" in the City of Vernon.

Background:

The United States Government has declared April as "Sexual Assault Awareness Month", and the local nonprofit organization Peace Over Violence has declared April 27, 2022 as "Denim Day" in Los Angeles. The Denim Day campaign protests an Italian Supreme Court decision to overturn a rape conviction because the victim wore jeans. In that decision, the justices reasoned that the victim must have helped her attacker remove her jeans, implying consent. The campaign draws attention to the fact that rape and sexual assault remain serious issues in our society.

The Denim Day campaign encourages community members, elected officials, businesses and students to make a social statement with their fashion by wearing jeans on April 27, 2022 as a visible means of protest against misconceptions surrounding sexual assault. This is the 23rd year that Peace Over Violence is supporting this cause, and the organization has once again requested that local cities support this campaign.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [Proclamation - Sexual Assault Awareness Month](#)



**A PROCLAMATION OF THE MAYOR AND THE CITY COUNCIL OF
THE CITY OF VERNON DECLARING THE MONTH OF APRIL 2022 AS
“SEXUAL ASSAULT AWARENESS MONTH” AND
APRIL 27, 2022 AS “DENIM DAY”**

WHEREAS, Peace Over Violence is a nonprofit volunteer organization dedicated to building healthy relationships, families, and communities free from sexual, domestic, and interpersonal violence which, since 1999, has organized sexual violence prevention and education campaigns; and

WHEREAS, Peace Over Violence encourages the City Council of the City of Vernon to recognize April 2022 as “Sexual Assault Awareness Month,” and April 27, 2022 as “Denim Day”; and

WHEREAS, Sexual Assault Awareness Month and Denim Day are intended to draw attention to the fact that rape and sexual assault continue to be serious issues in our society, and both events were instituted to call attention to misconceptions and misinformation about rape and sexual assault, and the problem that many in society remain uninformed with respect to issues of assault and forcible rape; and

WHEREAS, Denim Day originated in 1999 after women in the Italian Parliament protested the Italian Supreme Court’s overturning of a rape conviction; and

WHEREAS, the City Council of the City of Vernon encourages its employees, residents and members of the business community to participate in Sexual Assault Awareness Month in support of the efforts by Peace Over Violence to educate all people in our community about the true impact of rape and sexual assault, and to wear jeans on April 27, 2022, as a visible means to raise awareness against misconceptions that surround sexual assault.

NOW, THEREFORE, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF VERNON, ON BEHALF OF IT’S EMPLOYEES, RESIDENTS AND BUSINESSES, HEREBY DECLARE THE MONTH OF APRIL 2022 AS SEXUAL ASSAULT AWARENESS MONTH, AND APRIL 27, 2022 AS DENIM DAY. THIS PROCLAMATION IS BEING PRESENTED TO PEACE OVER VIOLENCE BY THE HONORABLE MAYOR MELISSA YBARRA FOR AND ON BEHALF OF THE CITY COUNCIL OF THE CITY OF VERNON THIS 5TH DAY OF APRIL TWO THOUSAND AND TWENTY-TWO.



CITY OF VERNON
By Melissa Ybarra
MELISSA YBARRA, Mayor

City Council Agenda Item Report

Submitted by: Lilia Hernandez
Submitting Department: City Administration
Meeting Date: April 5, 2022

SUBJECT

Proclamation Celebrating the 70th Anniversary of the Greater Los Angeles County Vector Control District

Recommendation:

Commend and honor the Greater Los Angeles County Vector Control District on their 70th Anniversary Milestone.

Background:

For seven decades, the Greater Los Angeles County Vector Control District (the District or GLACVCD) has provided essential public health services by protecting cities and communities from mosquito-borne diseases through surveillance, mosquito control, and public education to the six million residents within its jurisdiction.

GLACVCD was first established in 1952 as the Southeast Mosquito Abatement District after merchants and residents petitioned the Los Angeles County Board of Supervisors to form a special district to control mosquitoes emanating from the Los Angeles River. Since then, the District has evolved and provided a non-biting Midge Control Program and a Black Fly Control Program associated with a 26-mile corridor along the Los Angeles River.

Today, the District encompasses approximately 1,000 square miles and provides vector control services to more than six million residents in portions of unincorporated Los Angeles County and 36 cities, including the Southeast cities of Bell, Bell Gardens, Commerce, Cudahy, Downey, Huntington Park, Maywood, and Vernon.

This year marks the 70th Anniversary of the Greater Los Angeles County Vector Control District providing public service to Los Angeles County residents. To celebrate this milestone, the GLACVCD is hosting a range of activities throughout the year. On Saturday, April 16th, the District is hosting a 70th Anniversary Open House event from 10am to 2pm at their Santa Fe Springs Headquarters which will be open to residents of the District.

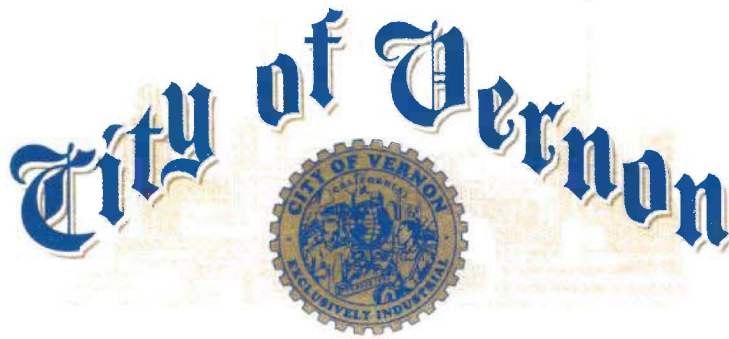
The District has provided mosquito abatement services to the City of Vernon since 2017. It would be appropriate for the City Council to recognize and thank the GLACVCD for their dedicated service to the City and to the affairs of the community and for the civic pride demonstrated by their numerous contributions over the past seven decades for the benefit of the residents of Los Angeles County. The proclamation will be displayed during the District's Anniversary Open House event.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [Proclamation - GLACVCD 70th Anniversary](#)



A PROCLAMATION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF VERNON COMMENDING AND HONORING THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT ON ITS 70TH ANNIVERSARY

WHEREAS, for seven decades, the Greater Los Angeles County Vector Control District (GLACVCD) has provided essential public health services by protecting cities and communities from mosquito-borne diseases through surveillance, mosquito control, and public education to the six million residents within its jurisdiction; and

WHEREAS, the GLACVCD was first established in 1952 as the Southeast Mosquito Abatement District after merchants and residents petitioned the Los Angeles County Board of Supervisors to form a special district to control mosquitoes emanating from the Los Angeles River. Since then, the GLACVCD has evolved and provided a non-biting Midge Control Program and a Black Fly Control Program associated with a 26-mile corridor along the Los Angeles River; and

WHEREAS, today, the GLACVCD encompasses approximately 1,000 square miles and provides vector control services to more than six million residents in portions of unincorporated Los Angeles County and 36 cities, including the Southeast cities of Bell, Bell Gardens, Commerce, Cudahy, Downey, Huntington Park, Maywood, and Vernon; and

WHEREAS, the Mayor and the City Council of the City of Vernon, on behalf of its employees, residents and businesses, wish to commend and honor the GLACVCD on its 70th anniversary and for their dedicated service to the City, to the affairs of the community, and for the civic pride demonstrated by their numerous contributions over the past seven decades for the benefit of the residents of Los Angeles County.

NOW, THEREFORE, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF VERNON, ON BEHALF OF ITS EMPLOYEES, RESIDENTS AND BUSINESSES HEREBY COMMENDS AND CONGRATULATES THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT ON ITS 70TH ANNIVERSARY. THIS PROCLAMATION IS BEING PRESENTED TO THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT BY THE HONORABLE MAYOR MELISSA YBARRA FOR AND ON BEHALF OF THE CITY COUNCIL OF THE CITY OF VERNON THIS 5TH DAY OF APRIL TWO THOUSAND AND TWENTY-TWO.

CITY OF VERNON

By: _____
MELISSA YBARRA, Mayor



City Council Agenda Item Report

Submitted by: Diana Figueroa
Submitting Department: City Administration
Meeting Date: April 5, 2022

SUBJECT

City Administrator Report:

- New Business Welcome
- Partnerships to Aid Unhoused Population
- Clean California Grant for Vernon Park
- Utility in Southern California Public Power Association (SCPPA) Newsletter
- Vernon Job Fair
- Community Engagement

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: Jessica Alcaraz
Submitting Department: Finance/Treasury
Meeting Date: April 5, 2022

SUBJECT

General Fee Schedule for Fiscal Year 2022-2023

Recommendation:

Adopt Resolution No. 2022-06 approving and adopting the General Fee Schedule for Fiscal Year (FY) 2022-2023.

Background:

The City provides services for a fee to an individual or business at an estimated reasonable cost of providing the particular service for which the fee is charged, a calculation that considers the cost for efficient and effective delivery of services by City resources. Fees that do not recover the full cost of service result in a subsidy which may impact funding and the City's ability to address various community needs. Examples of City fees include business licenses, building permits, development permits, and health and environmental control services.

As part of the annual budget process, the City's General Fee Schedule is reviewed to ensure that the fees are set in accordance with applicable federal and state laws. City departments review fees for services and make recommendations to add new fees, and/or delete or make changes to existing fees. In coordination with departments, Finance reviews the changes submitted, and prepares a draft fee schedule for presentation to members of the community and City Council as part of a public hearing. The updated draft General Fee Schedule for FY 2022-2023 contains a few fee additions, mainly in the Building Permit Fees and Engineering Fees sections, non-substantive administrative edits, and Vernon Municipal Code section citation revisions which are each highlighted in Exhibit A to the attached resolution.

Pursuant to Government Code Section 66014, on March 10, 2022, the public hearing notice was posted at City Hall and on the City's website, and published in the Huntington Park Bulletin (Attachment 2).

Fiscal Impact:

The General Fee Schedule establishes the amounts the City can charge for services. With the exception of the few new fees added to the schedule, existing fees remain unchanged. Revenue from fees collected, which is anticipated to include approximately \$1,193,500 from Charges for Services and \$2,310,900 from Licenses and Permits, will be included in the City's projected budget for FY 2022-2023.

Attachments:

1. [Resolution No. 2022-06](#)
2. [Notice of Public Hearing - General Fee Schedule](#)

RESOLUTION NO. 2022-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON
APPROVING AND ADOPTING THE GENERAL FEE SCHEDULE FOR
FISCAL YEAR 2022-2023

SECTION 1. Recitals.

- A. The City's fees are reviewed and updated on an annual basis in preparation for the budget adoption.
- B. On April 6, 2021, the City Council adopted Resolution No. 2021-05, approving and adopting a General Fee Schedule for Fiscal Year 2021-2022 incorporating only fees that were missing from the schedule, mandated by the State, and/or minor revisions that do not impact businesses for fees related to permits and inspections.
- C. On April 5, 2022, the Director of Finance recommended the City Council adopt the proposed General Fee Schedule for Fiscal Year 2022-2023 incorporating only fees that were missing from the schedule and minor revisions.
- D. The City Council desires to approve the General Fee Schedule for Fiscal Year 2022-2023.

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

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

SECTION 3. The City Council of the City of Vernon hereby approves and adopts the General Fee Schedule for Fiscal Year 2022-2023, a copy of which is attached hereto as Exhibit A.

SECTION 4. All resolutions or parts of resolutions, specifically Resolution No. 2021-05, not consistent with or in conflict with this resolution are hereby repealed.

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SECTION 5. The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

APPROVED AND ADOPTED this 5th day of April, 2022.

MELISSA YBARRA, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

ZAYNAH N. MOUSSA,
Interim City Attorney

GENERAL FEE SCHEDULE



City of Vernon

Effective July 1, 2022

CITY OF VERNON
GENERAL FEE SCHEDULE
TABLE OF CONTENTS

ADMINISTRATIVE FEES	3
BUSINESS LICENSE FEES**	3
COPIES	3
CREDIT CARD PAYMENT FEE.....	3
ELECTIONS	3
FILMING	4
MISCELLANEOUS.....	4
PASSPORTS.....	4
STAFF TIME – Special Projects Beyond Normal Course of Business	4
SUBPOENA DUCES TECUM.....	4
BUILDING PERMIT FEES	5
PERMIT FEES.....	5
CERTIFICATE OF OCCUPANCY FEES	5
INSPECTION AND OTHER FEES	6
ENGINEERING FEES	7
ENGINEERING FEES	7
ENCROACHMENT FEES	7
GRADING	8
ENCROACHMENT PERMIT FAITHFUL PERFORMANCE BONDS OR CASH DEPOSIT REQUIREMENTS.....	8
Type of Work to be performed.....	8
HEALTH AND ENVIRONMENTAL CONTROL PERMIT FEES.....	9
CERTIFIED UNIFIED PROGRAM AGENCY	9
FOOD PROTECTION PROGRAM	9
HEALTH & ENVIRONMENTAL CONTROL SERVICE FEES	11
POLICE FEES	12
GENERAL	12
FALSE ALARMS.....	12

ADMINISTRATIVE FEES	
BUSINESS LICENSE FEES**	
Warehousing	
≤ 5,000 Square Feet	\$1,200.00
≥ 5,001 Square Feet (Maximum tax is \$11,950.00)	\$0.21 per square feet
Manufacturing	
Based on number of employees	Application
Hybrid Business	
Please refer to business license tax calculation worksheet	Application
Contractor	
Based on number of employees and quarters working	Application
Catering	
Catering Vehicle-Hot Food (Section 5.08.070(B)(1)(a))	\$787.00/yr.
Catering Vehicle-Cold Food (Section 5.08.070(B)(1)(b))	\$602.00/yr.
Hazardous Waste Treatment, Storage or Disposal Facilities	See Vernon Code Section 5.08.100
Hazardous Waste Treatment, Storage or Disposal by or on behalf of related corporate entities.	See Vernon Code Section 5.08.110
Waste to Energy Facilities	See Vernon Code Section 5.08.120
Solid Waste Materials Processing and Recycling Facilities	See Vernon Code Section 5.08.130
Lead-Acid Battery Recycling Facilities	See Vernon Code Section 5.08.140
** Business license fees not listed above may be found in Vernon Code Chapter 5 – Business License Taxes and other City Taxes.	
COPIES	
Standard	\$0.20 per page
Certified	\$16 per document
Oversized Plans	\$5.00 per sheet or direct cost of duplication
Special Projects	Direct cost of duplication
Audio/Video/CD/DVD duplication (medium provided by requestor)	\$5.00
CREDIT CARD PAYMENT FEE	
City's direct cost to process credit card transactions for the convenience of the credit card user shall be collected from the credit card user as part of the transaction.	
ELECTIONS	
Candidate Statement Deposit	\$250.00
Filing Fee – Intent to Circulate a Petition (Election Code Section 9202(b))	\$200.00

City of Vernon General Fee Schedule

Page 4 of 12

FILMING	
Permit	\$268.00
Filming Location Fee – Private Property	\$150 per permit
Filming Location Fee – Under City Control	\$650 per day
Filming Location Fee – City Street	\$650 per day
Health Department Inspection Fee	\$150 per permit
Building Department Inspection Fee	\$150 per permit
On-Duty Police Officer (See Filming Guidelines)	Per Agreement with Police Officers Association
Encroachment Inspector	\$75 per hour
Posting	\$110 per location
Encroachment, Traffic and Street Closure Fees	See Engineering Fees
Filming without a Permit*	Double all permit fees
*With the exception of film permit violations, all Filming Fees are collected on behalf of the City by the City's Film Permit consultant (FilmLA).	
MISCELLANEOUS	
Returned Checks	\$26.00
Administrative Citations	See Resolution No. 2011-195
Civil Penalties	See Resolution No. 2011-195
PASSPORTS	
Processing Fee (Established by the U.S. Department of State)	\$35.00
Photograph	\$10.00 per photo
STAFF TIME – Special Projects Beyond Normal Course of Business	
As provided for in the California Public Records Act, City's staff time spent on extraordinary or infrequent requests that are large in scope or require development of information to satisfy such requests will require the requestor to reimburse the City for its actual direct cost. Actual direct cost will include the City staff's fully burdened hourly rate which includes PERS and Medicare. Outsourced consultant and attorney fees will be at cost billed to the City. A deposit, based upon an estimate to fulfill a request, will be collected prior to commencement.	
SUBPOENA DUCES TECUM	
Documents (Deposit for Civil Cases. No charge for Criminal Cases (Evidence Code Section 1563(b)(1)). No charge for Federal Cases unless significant (Federal Rules of Civil Procedure Rule 45))	\$15.00
Persons (Deposit for Civil Cases pursuant to Government Code Section 68096.1. No charge for Criminal Cases pursuant to Penal Code Section 1329).	\$275.00

BUILDING PERMIT FEES	
PERMIT FEES	Building, Electrical, Plumbing, Heating, Ventilating, Cooling, Refrigeration, and Fire Prevention Permits
VALUATION	FEE
\$1.00 to \$2,000.00	\$111.00
\$2,001.00 to \$5,000.00	\$111.00 for the first \$2,000.00 plus \$5.55 for each additional \$100.00 or fraction thereof, up to and including \$5,000.00
\$5,001.00 to \$25,000.00	\$277.00 for the first \$5,000.00 plus \$13.87 for each additional \$1,000.00 or fraction thereof, up to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$555.00 for the first \$25,000.00 plus \$10.40 for each additional \$1,000.00 or fraction thereof, up to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$815.00 for the first \$50,000.00 plus \$7.63 for each additional \$1,000.00 or fraction thereof, up to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,196.00 for the first \$100,000.00 plus \$5.55 for each additional \$1,000.00 or fraction thereof, up to and including \$500,000.00
\$500,001.00 and up	\$3,415.00 for the first \$500,000.00 plus \$4.29 for each additional \$1,000.00 or fraction thereof.
Plan Check Fee when required, shall be equal to 65% of the Permit Fee. Plan Check Energy Fee 25% of the Permit Fee. Permit Energy Fee 10% of the Permit Fee.	
DESCRIPTION	FEE
Green Building Standards Plan Review Mandatory Provisions	\$1,310.00
Green Building Standards Plan Review Tier 1 Provisions	\$2,619.00
Green Building Standards Plan Review Tier 2 Provisions	\$3,929.00
Green Building Standards Inspection Mandatory Provisions	\$1,284.00
Green Building Standards Inspection Tier 1 Provisions	\$2,536.00
Green Building Standards Inspection Tier 2 Provisions	\$3,788.00
Grading Plan Review Fee (First 3 sheets)	\$1,329.00
Grading Plan Review Fee Each Additional Sheet	\$289.00
NPDES LID Inspection	\$1,210.00
Industrial Wastewater Discharge Permit Application Review	\$180.00
Penalty Fees	
Work commencing prior to the issuance of a permit shall be subject to an additional fee equal to the permit fee. (Authorized by California Building Code § 109.4.)	
CERTIFICATE OF OCCUPANCY FEES	
AFFECTED FLOOR AREA	
Inspection Fee:	
5,000 square feet or less	\$385.00
5,001 to 50,000 square feet	\$885.00

BUILDING PERMIT FEES	
50,001 to 100,000 square feet	\$1,046.00
Over 100,000 square feet	\$1,207.00
Issuance of a Temporary Certificate of Occupancy	
Less than 5,000 square feet	\$385.00
Less than 50,000 square feet	\$885.00
50,001 to 100,000 square feet	\$1,046.00
Over 100,000 square feet	\$1,207.00
INSPECTION AND OTHER FEES	
DESCRIPTION	FEE
Permit Inspection outside of normal business hours (minimum charge four hours)	\$244.00/hour Minimum of \$976.00
Inspection of work not requiring a permit	\$168.00/hr.
Re-inspection fee	\$168.00/hr.
Additional structural plan review required by changes, additions or revisions to the plans submitted or determination if an existing structure can accept additional loads	\$321.00/hr.
Additional non-structural plan review required by changes, additions or revisions to the plans submitted	\$168.00/hr.
Certified Access Specialist (CAsp) Review Fee	\$136.00/hr.
Trailer Permit	\$507.00/trailer
Trailer Permit for subsequent years	\$507.00
Final Map, parcel map, or tentative map which contains four or less parcels or lots	\$5,585.00
Final Map, parcel map, or tentative map which contains five or more parcels or lots	\$11,107.00
Conditional Use Permit	\$16,628.00 plus applicant is responsible for cost to retain a consultant to prepare the environmental document for the project plus a 25% administration fee
Zoning Variance and Zoning Amendment	\$11,075.00

BUILDING PERMIT FEES	
Building Code Variance	\$4,879.00
Certificate of Compliance Fee	\$1,014.00
Covenant and Lot Merger Review Fee	\$937.00
Grant / Easement Deed Review	\$1,445.00
Zoning Verification	\$276.00
Commercial/Industrial solar panel or other alternative energy sources installation greater than 50kw	\$1,000.00 plus \$7.00 per kW for each Kw above 50kW to 250kW and \$5.00 per kW above 250kW
Residential Solar Panel Installation	\$500 plus \$15 per kW for each kW above 15kW
Water Efficient Landscape Plan Review and Inspection Fee	\$828.00
Sanitary Sewer Flow Study Fee	\$2,106.00
Green building Standards Administration Special Revolving fee	\$1.00 for every \$25,000.00 or portion thereof of valuation
Release of Building Drawings	\$64.00
Special Event Application / Public Assembly Application	\$134.00
Temporary Use Permit	\$1,000.00

ENGINEERING FEES		
ENGINEERING FEES		FEE
Lot Line Adjustment Fee	Per App	\$2,902.00
Street Vacation Fee	Per App	\$11,107.00
ENCROACHMENT FEES		
Permit Issuance Fee	Per App	\$161.00
Permit Inspection and Plan Check Fees		Regular Time \$166.00/hr. Overtime \$244.00/hr.
Annual Permit	Per App	\$578.00
Reconstruction Fees for Work Completed by City		All other direct costs to the City resulting from the Permittee's activity, calculated at actual cost plus 25% administrative cost
FRANCHISES AND LICENSES	Issuance	Annual Fee
Railroad crossings, conveyor bridges, and tunnels across a street	\$25,000.00	\$3,210.00

ENGINEERING FEES		
Railroad Tracks, pipelines, or conduits along a street	\$25,000 for each one-half (1/2) mile or portion thereof	\$3,210.00 for each one-half (1/2) mile or portion thereof
Pipelines or conduits across a street or a metering manhole in the street	\$12,500.00	\$1,605.00
Building footings and appendages for traffic sensors, signs, monitoring wells and architectural projections	\$5,000.00	\$642.00
The fee for any encroachment not specifically listed in the table shall be the same fee for the most similar structure listed in the table as determined by the City.		
GRADING		
Low Impact Development Plan Review		\$2,770.00
Grading Inspection (No LID)		\$282.00
ENCROACHMENT PERMIT FAITHFUL PERFORMANCE BONDS OR CASH DEPOSIT REQUIREMENTS		
The amount of an encroachment permit cash deposit, certified or cashier's check, surety bond, or letter of credit shall be determined by multiplying the quantity of asphalt paving, concrete paving, sidewalk, concrete curb, monuments and trench excavations proposed to be removed, disturbed or opened by the rate shown in the table below, the sum of the totals shall establish the minimum amount of the bond or deposit, except that in no case shall the faithful total security be less than \$5,000. Authorized by Vernon Municipal Code Section 12.08.200 .		
Type of Work to be performed		
Asphalt pavement	\$22.75/sq. foot	
Concrete pavement and driveway	\$25.50/sq. foot	
Concrete sidewalk	\$13.25/sq. foot	
Concrete curb and gutter	\$67.50/lin. Foot	
Trench excavations	\$9,630.00 each open excavation	
Monument replacement	\$3,852.00/monument	

HEALTH AND ENVIRONMENTAL CONTROL PERMIT FEES	
CERTIFIED UNIFIED PROGRAM AGENCY	
ABOVE GROUND PETROLEUM STORAGE ACT PROGRAM	
Total Storage Capacity 1,320 to 10,000 Gallons	\$270.00
Total Storage Capacity 10,001 to 100,000 Gallons	\$539.00
Total Storage Capacity 100,001 to 1,000,000 Gallons	\$1,027.00
Total Storage Capacity 1,000,001 to 10,000,000 Gallons	\$2,054.00
Total Storage Capacity 10,000,001 to 100,000,000 Gallons	\$2,054.00
Total Storage Capacity 100,000,001 or more Gallons	\$2,054.00
HAZARDOUS MATERIALS BUSINESS PLAN PROGRAM	
Hazardous Material Inventory Class A	\$488.00
Hazardous Material Inventory Class B	\$551.00
Hazardous Material Inventory Class C	\$2,042.00
Application Fee	\$327.00
UNDERGROUND STORAGE TANK PROGRAM	
Annual Tank Operating Permit	\$818.00/Tank
Underground Storage Tank Facility	\$1,252.00/Facility
HAZARDOUS MATERIAL CLOSURE	
Small	\$313.00
Medium	\$627.00
Large	\$940.00
Extra Large	\$976.00
Certificate of Closure	\$344.00
WELL PERMITS	
DRILLING A WATER WELL	\$648.00
DESTROYING OR CONVERTING AN EXISTING WATER WELL	\$648.00
DRILLING A MONITORING WELL less than 50 feet	\$584.00
REPAIRING / MODIFYING A WELL	\$478.00
FOOD PROTECTION PROGRAM	
FOOD PERMITS	
AGRICULTURAL OPERATION	\$207.00 Annual
CATERER	\$363.00 Annual
CATERER	\$121.00 Daily
COMMISSARY	\$741.00
FOOD PROCESSING Under 2000 square feet	\$520.00

HEALTH AND ENVIRONMENTAL CONTROL PERMIT FEES	
ESTABLISHMENT Over 2000 square feet	\$1,082.00
FOOD VENDING MACHINE BUSINESS	\$42.00 / machine
FOOD WAREHOUSE	\$416.00
RESTAURANT 0-30 SEATS	\$416.00
RESTAURANT 31 SEATS AND OVER	\$824.00
RETAIL FOOD MARKET	\$403.00
RETAIL FOOD PRODUCTION ESTABLISHMENT	\$403.00
TEMPORARY EVENT ORGANIZER	\$302.00
TEMPORARY FOOD FACILITY	\$117.00
FOOD VEHICLES	
MOBILE FOOD FACILITY (CART)	\$225.00
WHOLE PRODUCE	\$225.00
MOBILE FOOD PREP UNIT (HOT TRUCK)	\$552.00 Annual
MOBILE FOOD PREP UNIT (HOT TRUCK)	\$186.00 Daily
WHOLESALE FOOD VEHICLE	\$122.00
RETAIL FOOD VEHICLE	\$122.00
NON-FOOD	
GARMENT MANUFACTURING	\$395.00
LAUNDRY FACILITY (N/A IF FACILITY IS NOT A VERNON BUSINESS)	\$313.00
LAUNDRY VEHICLE	\$122.00 per vehicle
WASTE PROCESSING FACILITY	\$446.00
WASTE TRANSFER STATION	\$313.00
WASTE COLLECTION BUSINESS	\$1,532.00
WASTE COLLECTION VEHICLE	\$266.00
WASTE COLLECTION VEHICLE YARD	\$334.00
RENDERING PLANT BUSINESS	\$543.00
RENDERING PLANT VEHICLE	\$266.00
WASTE DISPOSAL SITE	\$313.00
WATER SUPPLY UTILITY	\$10.00 / Service connection
LIQUID WASTE PUMPING BUSINESS	\$266.00
LIQUID WASTE PUMPING VEHICLE	\$232.00
OFFAL BUSINESS	\$266.00
OFFAL VEHICLE	\$232.00

HEALTH & ENVIRONMENTAL CONTROL SERVICE FEES	
GENERAL PLAN CHECK	
1-5 sheets	\$547.00
6-10 sheets	\$1,017.00
11-25 sheets	\$1,330.00
Additional Sheets	\$232.00

POLICE FEES	
GENERAL	FEE
Vehicle release fee - standard	\$50.00
Vehicle release fee - driving under the influence	\$144.00
Fee to release complete copy of arrest reports, traffic accident reports, incident reports	\$20.00
Fee to release complete copy of arrest reports, traffic accident reports, and incident reports (certified)	\$31.00
Repossession fee for vehicles repossessed in Vernon (Government Code 41612)	\$15.00
VIN verification fee	\$44.00
Citation sign-off fee	\$44.00
DUI Emergency Response	City's cost
Subpoenas witness attendance deposit (Government Code Section 68097.2)	\$275.00
Subpoenas for discovery motions	\$15.00
Basic Police background investigation	\$19.00
Video tape copy (blank tape provided by requester) – Digital	\$19.00
FALSE ALARMS	
No charge for the first 3 within a fiscal year	
4th false security alarm	\$168.00
5th false security alarm	\$207.00
6th false security alarm	\$246.00
7th false security alarm, and each additional security alarm thereafter	\$284.00

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

COPY OF NOTICE

Notice Type: HRG2 NOTICE OF HEARING

Ad Description

Notice of Public Hearing - Adoption of the FY 2022-2023 General Fee Schedule

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):

03/17/2022 , 03/24/2022

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

PRE# 3564565

NOTICE OF CITY COUNCIL PUBLIC HEARING

The City Council of the City of Vernon will conduct a public hearing, which you may attend, at Vernon City Hall, City Council Chamber, 4305 Santa Fe Avenue, Vernon, CA 90058, or via Zoom Webinar at <http://www.cityofvernon.org/webinar-cc>, in accordance with Assembly Bill 361 on **Tuesday, April 5, 2022, at 9:00 a.m.** (or as soon thereafter as the matter can be heard), to:

Consider the approval and adoption of the Fiscal Year 2022-2023 General Fee Schedule for services provided by the City.

The proposed General Fee Schedule will be available for public review on the City's website once the agenda for the meeting is posted or from the City Clerk at CityClerk@cityofvernon.org or 323-583-8811, ext. 546.

Please send your comments or questions to: Scott Williams, Director of Finance/City Treasurer City of Vernon

4305 Santa Fe Avenue, Vernon, CA 90058
(323) 583-8811 ext. 849 Email: swilliams@cityofvernon.org

During the hearing, any person interested, including all persons owning property in the local agency, may appear and be heard as to whether the proposed rates and charges are discriminatory or excessive, or will not be sufficient under Government Code Section 54515, or will not comply with any other provision of this chapter, or will not be sufficient under the provisions or covenants of any outstanding revenue bonds of the local agency payable from the revenues of the enterprise, or on any other matter relating to said proposed resolution or ordinance or the rates or charges proposed therein.

If you challenge the approval and adoption of the proposed General Fee Schedule for services provided by the City, or any provision thereof in court, you may be limited to raising only those issues you or someone else raised at the hearing described in this notice or in written correspondence delivered to the City of Vernon at, or prior to, the meeting.

In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in the meeting, please contact the Office of the City Clerk at (323) 583-8811 ext. 546.

The hearing may be continued, adjourned, or cancelled and rescheduled to a stated time and place without further notice of a public hearing.

Dated: March 9, 2022

/s/

Lisa Pope, City Clerk

3/17, 3/24/22

PRE-3564565#

HUNTINGTON PARK BULLETIN



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City Council Agenda Item Report

Submitted by: Sandra Dolson
Submitting Department: City Clerk
Meeting Date: April 5, 2022

SUBJECT

Approval of Minutes

Recommendation:

Approve the March 15, 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. [20220315 City Council Minutes](#)

**MINUTES
VERNON CITY COUNCIL
REGULAR MEETING
TUESDAY, MARCH 15, 2022
COUNCIL CHAMBER, 4305 SANTA FE AVENUE**

CALL TO ORDER

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

FLAG SALUTE

Mayor Ybarra led the Flag Salute.

ROLL CALL

PRESENT:

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

STAFF PRESENT:

Carlos Fandino, City Administrator
Angela Kimmey, Deputy City Administrator
Zaynah Moussa, Interim City Attorney
Lisa Pope, City Clerk
Scott Williams, Finance Director
Fredrick Agyin, Health and Environmental Control Director
Michael Earl, Human Resources Director
Robert Sousa, Police Chief
Abraham Alemu, Public Utilities General Manager
Dan Wall, Public Works Director
Todd Dusenbury, Public Utilities Assistant General Manager
Rich Olsen, Public Utilities Assistant General Manager of Generation & Operations

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.

RECESS

Mayor Ybarra recessed the meeting at 9:03 a.m. The meeting reconvened at 9:07 a.m. with all Council Members present.

PRESENTATIONS

1. Employee Service Pin Awards for February 2022

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

Human Resources Director Earl acknowledged Victor A. Vasquez Jr., Street Maintenance Worker, Lead; and Raymond L. Godoy, Police Officer as the Employee Service Pin Awards recipients for February 2022.

2. Fiscal Year 2020-2021 Government-wide Audited Financial Results

Recommendation: A. Receive presentation on Government-wide Audited Financial Results for Fiscal Year 2020-2021; and B. Receive and file Fiscal Year 2020-2021 Government-wide Annual Financial Report.

Finance Director Williams and Bob Callanan, CLA Connect, presented the item.

MOTION

Council Member Lopez moved and Mayor Pro Tem Davis seconded a motion to receive and file the Fiscal Year 2020-2021 Government-wide Annual Financial Report. The question was called and the motion carried unanimously.

CONSENT CALENDAR

MOTION

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

The Consent Calendar consisted of the following items:

3. Approval of Minutes

Recommendation: Approve the March 1, 2022 Regular City Council meeting minutes.

4. Operating Account Warrant Register

Recommendation: Approve Operating Account Warrant Register No. 83, for the period of February 13 through February 26, 2022, totaling \$10,359,152.54 and consisting of ratification of electronic payments totaling \$10,098,309.85 and ratification of the issuance of early checks totaling \$260,842.69.

5. City Payroll Warrant Register

Recommendation: Approve City Payroll Warrant Register No. 789, for the period of February 1 through February 28, 2022, totaling \$2,993,490.97 and consisting of ratification of direct deposits, checks and taxes totaling \$2,102,761.38 and

ratification of checks and electronic fund transfers (EFT) for payroll related disbursements totaling \$890,729.59 paid through operating bank account.

6. Fire Department Activity Report

Recommendation: Receive and file the January 2022 Fire Department Activity Report.

7. Police Department Activity Report

Recommendation: Receive and file the January 2022 Police Department Activity Report.

8. Quarterly City Housing Report

Recommendation: Receive and file the March 2022 City Housing Quarterly Report.

9. Quarterly Report of Cash and Investments

Recommendation: Receive and file the Cash and Investment Report for the quarters ending September 30, 2021 and December 31, 2021.

10. Right of Way Agreements for the Atlantic Bridge Improvement Project

Recommendation: A. Find that the proposed action is categorically exempt from California Environmental Quality Act (CEQA) review, in accordance with CEQA Guidelines Section 15301, because the project consists of the minor alteration of existing facilities and involves negligible or no expansion of an existing use; B. Approve and authorize the City Administrator to execute a Possession and Use Agreement with Magellan Atlantic I, LLC, in substantially the same form as submitted, for portions of 3030 Atlantic and deposit an amount of \$453,000 in escrow, and authorize the Mayor to execute related Certificates of Acceptance for certain easements; C. Approve and authorize the City Administrator to execute a Fixtures/Equipment Agreement with Clear Channel Outdoor, in substantially the same form as submitted, for the removal of a billboard located at 5122 S. Atlantic Blvd for an amount of \$34,405; and D. Approve and Authorize the City Administrator to execute a Document Approval Letter with Los Angeles County Flood Control District, in substantially the same form as submitted, for the permanent easements and temporary construction easements over Los Angeles Rivers Parcels for an amount of \$1,431,762, and authorize the Mayor to execute related Certificates of Acceptance for certain easements.

11. Professional Service Agreement with GovInvest Inc. for Actuarial Consulting and Technology Services

Recommendation: Approve and authorize the City Administrator to execute a Professional Services Agreement with GovInvest Inc., in substantially the same form as submitted, for actuarial consulting and technology services for a total amount not-to-exceed \$116,600, for a three-year term.

12. Amendment No. 2 Janitorial Services Agreement with Priority Building Services

Recommendation: A. Find that the approval of the proposed amendment is exempt from California Environmental Quality Act (CEQA) review, as it is an administrative activity that will not result in direct or indirect physical changes in the environment, and therefore is not a "project" as defined by Section 15378 of the CEQA Guidelines; and B. Approve and authorize the City Administrator to execute Amendment No. 2 to Services Agreement with Priority Building Services, LLC, in substantially the same form as submitted, for janitorial services, changing the contract total from \$398,307 to \$436,006.30.

13. Supplemental to Purchase Contract No. CS-1363 with Mega Renovation, Inc. for the Remodel of 4328 Furlong Place

Recommendation: A. Find that the proposed action is categorically exempt under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15301, because the project consists of the maintenance, repair or minor alteration of an existing facility and involves negligible or no expansion of an existing use; and B. Approve and authorize the issuance of a Supplemental to Purchase Contract No. CS-1363 with Mega Renovations, Inc. for the Remodel of City-Owned Residential Property Located at 4328 Furlong Place for an amount not to exceed \$19,283.95.

NEW BUSINESS

14. Fiscal Year 2021-22 Mid-Year Financial Update

Recommendation: A. Find that approval of the proposed action is exempt from California Environmental Quality Act (CEQA) review, because it is a government fiscal activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a “project” as defined by CEQA Guidelines section 15378; and B. Adopt Resolution No. 2022-05 approving Mid-Year Budget Appropriations and amending the Annual Operating and Capital Budget for Fiscal Year 2021-22.

Finance Director Williams presented the staff report.

MOTION

Council Member Lopez moved and Council Member Larios seconded a motion to: A. Find that approval of the proposed action is exempt from California Environmental Quality Act (CEQA) review, because it is a government fiscal activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a “project” as defined by CEQA Guidelines section 15378; and B. Adopt Resolution No. 2022-05 approving Mid-Year Budget Appropriations and amending the Annual Operating and Capital Budget for Fiscal Year 2021-22. The question was called and the motion carried unanimously.

15. Reimbursement Agreement for Shelter Beds Within the Salvation Army Bell Shelter

Recommendation: Approve and authorize the Mayor to execute a Reimbursement Agreement for shelter beds within the Salvation Army Bell Shelter with the cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, and Southgate, collectively referred to as the Local Coordinating Alliance 1 (LCA1) at an estimated cost of \$62,415.50 and not to exceed total of \$100,000 for a term beginning March 1, 2022 and ending on June 30, 2023.

City Administrator Fandino presented the staff report.

In response to Council questions, City Administrator Fandino, Deputy City Administrator Kimmey and Chief Sousa explained Vernon's bed allocation; shelter location; use of the Salvation Army Bell Shelter; and wrap around services.

MOTION

Council Member Lopez moved and Council Member Larios seconded a motion to approve and authorize the Mayor to execute a Reimbursement Agreement for shelter beds within the Salvation Army Bell Shelter with the cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, and Southgate, collectively referred to as the Local Coordinating Alliance 1 (LCA1) at an estimated cost of \$62,415.50 and not to exceed total of \$100,000 for a term beginning March 1, 2022 and ending on June 30, 2023. The question was called and the motion carried unanimously.

16. Change Order No.16 to the Amended and Restated Services Agreement with Siemens Energy, Inc.

Recommendation: A. Find that approval of the proposed action is exempt from California Environmental Quality Act (CEQA) review, because it is a government fiscal activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a "project" as defined by CEQA Guidelines section 15378; to the extent the Services Agreement with Siemens Energy provides for facility and equipment maintenance or repairs, such work is categorically exempt from CEQA review, in accordance with CEQA Guidelines § 15301, because the project consists of the maintenance, repair or minor alteration of existing structures, facilities, or equipment, and involves negligible or no expansion of an existing use; B. Approve and authorize the City Administrator to execute Change Order No. 16 to the Amended and Restated Services Agreement with Siemens Energy, Inc., (Siemens Energy) in substantially the same form as submitted, to revise the Payment Schedule and amend the termination date of the agreement; and C. Approve the issuance of a blanket Purchase Contract in an amount not-to-exceed \$450,000 for maintenance services with Siemens Energy for the remainder of fiscal year 2021-2022.

Public Utilities General Manager Alemu and Public Utilities Assistant General Manager of Generation and Operations Olsen presented the staff report.

In response to Council questions, Public Utilities Assistant General Manager of Generation and Operations Olsen explained the proposed blanket purchase contract and anticipated costs.

MOTION

Council Member Lopez moved and Mayor Pro Tem Davis seconded a motion to: A. Find that approval of the proposed action is exempt from California Environmental Quality Act (CEQA) review, because it is a government fiscal activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a "project" as defined by CEQA Guidelines section 15378; to the extent the Services Agreement with Siemens Energy

provides for facility and equipment maintenance or repairs, such work is categorically exempt from CEQA review, in accordance with CEQA Guidelines § 15301, because the project consists of the maintenance, repair or minor alteration of existing structures, facilities, or equipment, and involves negligible or no expansion of an existing use; B. Approve and authorize the City Administrator to execute Change Order No. 16 to the Amended and Restated Services Agreement with Siemens Energy, Inc., (Siemens Energy) in substantially the same form as submitted, to revise the Payment Schedule and amend the termination date of the agreement; and C. Approve the issuance of a blanket Purchase Contract in an amount not-to-exceed \$450,000 for maintenance services with Siemens Energy for the remainder of fiscal year 2021-2022. The question was called and the motion carried unanimously.

17. City Council Appointments to Outside Agencies

Recommendation: Appoint a delegate and alternate to represent the City at the Southern California Association of Government 2022 Regional Conference and General Assembly.

City Clerk Pope presented the staff report.

No appointments were made and the item tabled.

18. Labor and Materials Contract with Petrelli Electric, Inc. to Provide High Voltage Electric System Service, Maintenance and Utility Support

Recommendation: A. Approve and authorize the City Administrator to execute a Labor and Materials Contract with Petrelli Electric, Inc. (Petrelli Electric), in substantially the same form as submitted, for a five-year term effective July 18, 2022, with an option to extend for an additional five years after the expiration of the initial term, to provide high voltage electric system service, maintenance, and utility support to Vernon's Electric and Fiber Optic Systems; and B. Pursuant to Sections 3.32.220(B) and 3.32.110(B)(3) of the Vernon Municipal Code (VMC), find that it is commercially unreasonable to rebid the proposed contract for high voltage electric system service, maintenance, and utility support every three years due to significant risks to the electric system reliability and responsiveness, as well as added costs to the City and contractor including a steep learning curve in potential frequent transitions in contracted services.

Public Utilities General Manager Alemu and Public Utilities Assistant General Manager Dusenbury presented the staff report.

In response to Council questions Public Utilities Assistant General Manager Dusenbury explained Petrelli Electric, Inc. tenure and experience and the competitive bid process conducted in 2012.

MOTION

Mayor Pro Tem Davis moved and Council Member Lopez seconded a motion to:
A. Approve and authorize the City Administrator to execute a Labor and Materials

Contract with Petrelli Electric, Inc. (Petrelli Electric), in substantially the same form as submitted, for a five-year term effective July 18, 2022, with an option to extend for an additional five years after the expiration of the initial term, to provide high voltage electric system service, maintenance, and utility support to Vernon's Electric and Fiber Optic Systems; and B. Pursuant to Sections 3.32.220(B) and 3.32.110(B)(3) of the Vernon Municipal Code (VMC), find that it is commercially unreasonable to rebid the proposed contract for high voltage electric system service, maintenance, and utility support every three years due to significant risks to the electric system reliability and responsiveness, as well as added costs to the City and contractor including a steep learning curve in potential frequent transitions in contracted services. The question was called and the motion carried unanimously.

ORAL REPORTS

City Administrator Reports on Activities and other Announcements.

City Administrator Fandino announced the Gas Rate Adjustments Community Meeting and Urban Tree Summit on March 16th, and the City's Spring event on March 24, 2022.

City Council Reports on Activities (including AB 1234), Announcements, or Directives to Staff.

None.

RECESS

Mayor Ybarra recessed the meeting to Closed Session at 10:05 a.m.

CLOSED SESSION

19. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Government Code Section 54957(b)(1)

Title: City Administrator

20. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of Litigation

Government Code Section 54956.9(d)(4)

Number of potential cases: 1

RECONVENE

At 12:30 p.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 took no reportable action.

ADJOURNMENT

Mayor Ybarra adjourned the meeting at 12:31 p.m.

MELISSA YBARRA, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

City Council Agenda Item Report

Submitted by: Sandra Dolson
Submitting Department: City Clerk
Meeting Date: April 5, 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 periodically declare that the City's legislative bodies must continue to meet remotely to ensure the continued health and safety of the public. The City Council most recently ratified the findings of Resolution No. 2021-36 on February 15, 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: Sandra Dolson
Submitting Department: City Clerk
Meeting Date: April 5, 2022

SUBJECT

Claims Against the City

Recommendation:

Receive and file the claim submitted by Mayra A. Llamas in the amount of \$1,620.

Background:

On March 15, 2022, the City received the following claim:

Name of Claimant - Mayra A. Llamas

Amount Demanded - \$1,620

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. [20220315 Mayra A. Llamas](#)

CLAIM FOR DAMAGES TO PERSON OR PROPERTY

RESERVE FOR FILING STAMP

CLAIM No. _____

INSTRUCTIONS

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

RECEIVED

MAR 15 2022

CITY CLERK'S OFFICE

TO: CITY OF VERNON CITY COUNCIL

Name of Claimant

Mayra A. Uamas

Age of Claimant (If natural person)

27

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:

How did DAMAGE or INJURY occur? Give full particulars.

The damage occurred as I drove over a huge pothole not knowing it was there. My car made a huge "booming" sound and made my car. I was driving approximately 25 mph yet it hit so hard because of how deep and long the pothole is.

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

January 19, 2022. Time was 5:15 PM

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 incident occurred when I was driving down the street of Bandini Blvd and I was driving on the far left lane going west bound towards the crossing street

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 city is responsible for this pothole because our Tax money should be used to cover potholes as such. The city not only has the funds but the man power as well to provide safe drivable roads.

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

My front driver side tire and rim, and my rear tire and rim are both destroyed. Both rims cracked in half and tore my tires. The passenger tires both front and rear went completely flat. The vehicle was unroadable and unoperable.

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 needed 4 new rims and tires. I have receipts and photos of the claimed amount of, \$1,620.00.

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

The total ~~even~~ accurate amount is \$1,620.00

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

State Farm Insurance.

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

(Amount)

1/20/2022 4 wheels 2 Tire pressure sensors 4 tires \$ 1,620.00

Name and address of Witnesses, Doctors and Hospitals:

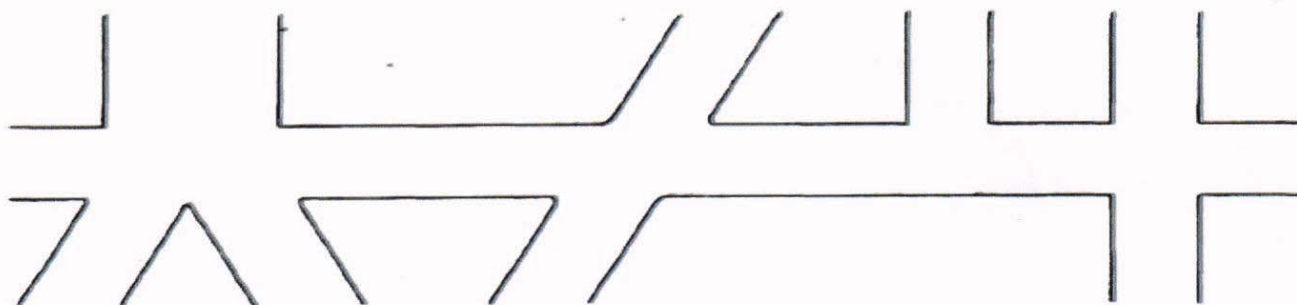
READ CAREFULLY

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

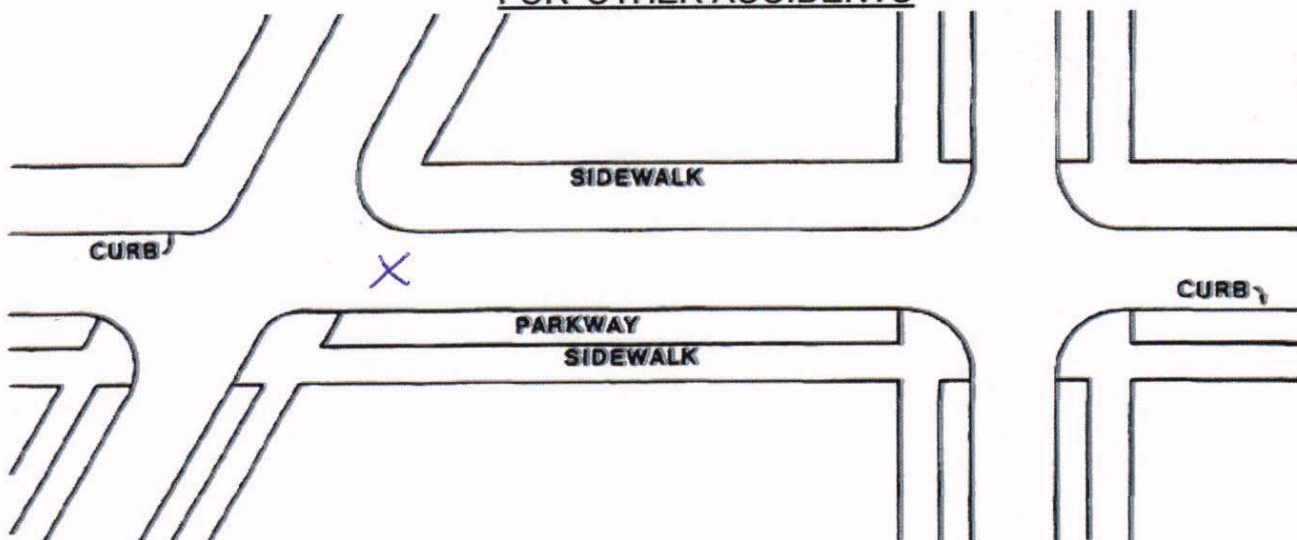
If City Vehicle was Involved, designate by letter "A" location of City vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw City vehicle; location of City vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of accident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

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



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

Typed/Printed Name:

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

Date:

Nayra A. Llamas

03/12/22

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)

(562) 404-6604
BLESS TIRES SANTA FE S
13143 ROSECRANS AVE
SANTA FE SPR, CA 90670

01/20/2022 13:57:05

DEBIT CARD

DEBIT SALE

Card # XXXXXXXXXXXX2670
Network: INTERLINK
Chip Card: US DEBIT
AID: A0000000980840
SEQ #: 6
Batch #: 14
INVOICE 6
Approval Code: 001883
Entry Method: Chip Read
Mode: Issuer - PIN Verified

SALE AMOUNT \$1000.00

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER COPY

Rebuilt O-Oem A-Aftermarket

ME OR PART PRICE

1502
TTC BUCK
5-18
411RT

BLESS TIRES & WHEELS
WHEELS & TIRES
Lic. # AC 252286
13143 Rosecrans Ave., Santa Fe Springs, CA 90670
Tel: (562) 404-6604 / Fax: (562) 623-0556

REPAIR ORDER

21045

Name: Kevin Gullen
Address:
City: State: Zip:

Date: 1/20/2022 VIN:
Year / Make / Model: 2014 TOYOTA CAMRY
License No.: Mileage: 16,000
Engine Size: Written By:

Home Phone

Bus. Phone

DESCRIPTION OF WORK

TOTAL

(4) WHEELS
(4) TIRES
MOUNT + IN BALANCE

Original Estimate: \$1,400.00 Authorized By: MKK Date & Time: 1-20-22
Revised Estimate: Reason: Add'l Cost: Authorized By: Phone #: Date Time:

TOTAL PARTS

FOLLOWING REPAIRS RECOMMENDED

3000 MILES
ROTATION

STORAGE
VEHICLES

\$55.00 STORAGE CHARGE PER DAY
AFTER 3 DAYS FROM PROMISED DAY
ITEM WILL BE SOLD 30 DAYS THEREAFTER

SIGNED X

No warranty valid without this receipt. We are not responsible for stock wheels left in our shop after 3 days of purchase. Wheel alignments only 30 days warranty. No warranty on vehicles that have been lowered or lifted or any modifications have been made to the suspension. Customer is responsible to check their tire pressure and do their tire rotation. For tires warranty customer go through the manufacture they determined if it is or not a manufacture defect in the meantime it is customer responsibility to provide a spare tire or buy one for the time this will take. Bless Tires Inc. has no control over of how long the manufacture warranties will take to respond back. When vehicles are brought back for any warranty vehicles need to be left in the shop and wait for Bless tires to contact the customer to discuss any issues on the vehicle. Warranties are valid only if stated on the invoice. No cash refunds, credit cards or debit cards all sales are final there's no exchanges. No warranty on used tires. No guarantia en llantas usadas. 30 days warranty on chrome wheels. No road hazards warranty. No warranty on painted wheels or drilling wheels. All deposits are nonrefundable. No accidental coverage. Once the customer chooses there style of wheels or tires cannot be returned or exchange. By running low your tires without air automatically will lose warranty. Customers are responsible to check the tightness of their wheels after 10 to 25 miles at driving and every 50 miles there after until lug nuts hold their torque. All new wheels and tires are covered by manufacture defects only. Warranty will be voided if vehicle is taken to another person or mechanic and they have placed hands on the vehicle. Bless Tires is not responsible for any towing fees on vehicles that have been repair in our locations. Bless tires is not responsible for items left on the vehicles. Customers who leave there stocks wheels behind we are not responsible after 3 days. Bless Tires is not responsible for lugnuts or wheel studs worn out that get broken on the time of the installation. By signing below this agreement acceptance of above performed as being satisfactory and all jobs done has been left in good condition.

Date: 1-20 /20 22

TOTAL \$1,400.00

(562) 404-6604
BLESS TIRES SANTA FE S
13143 ROSECRANS AVE
SANTA FE SPR, CA 90670

01/20/2022

16:59:18

DEBIT CARD

DEBIT SALE

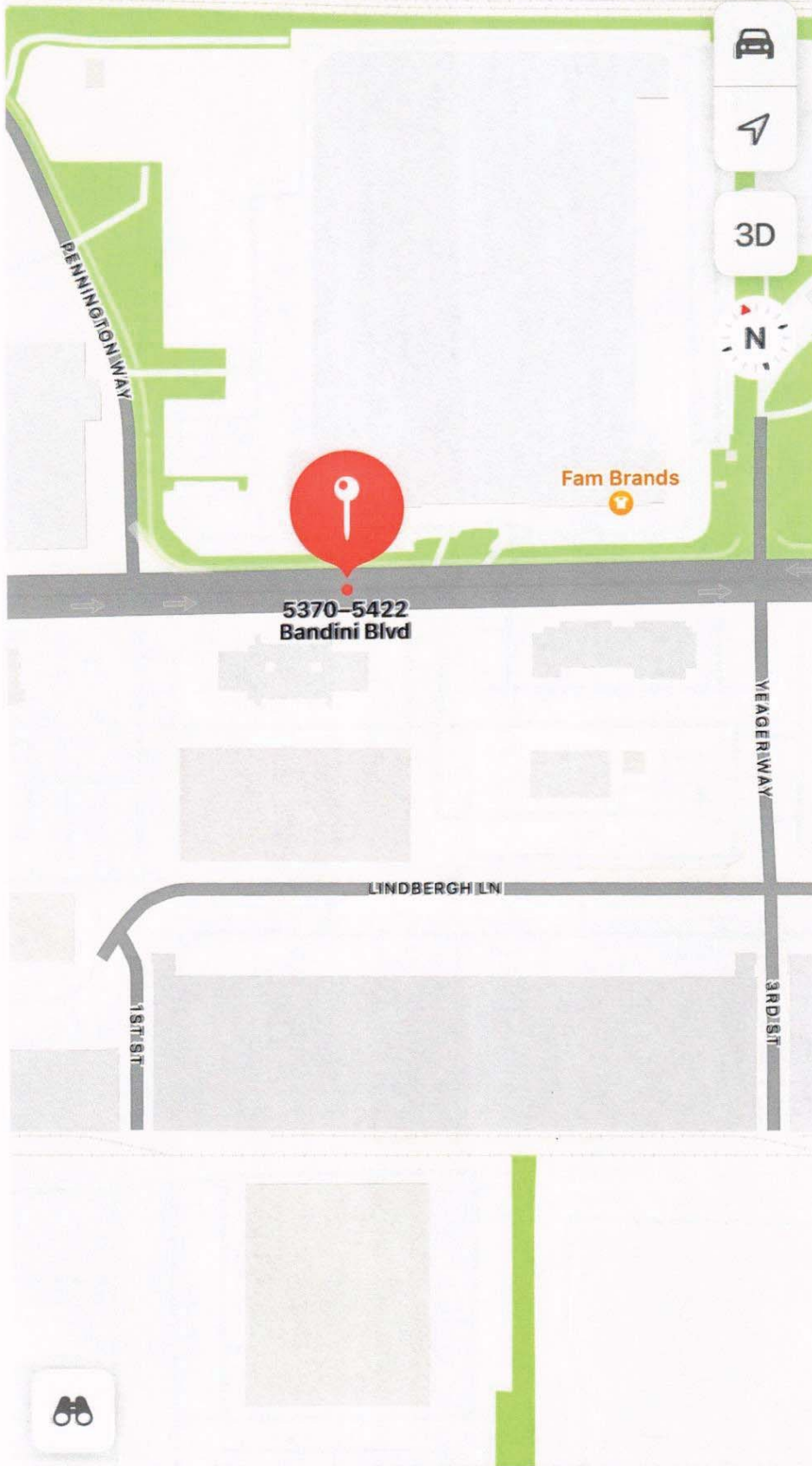
Card #	XXXXXXXXXXXX2670
Network:	INTERLINK
Chip Card:	US DEBIT
AID:	A00000000980840
SEQ #:	9
Batch #:	14
INVOICE	9
Approval Code:	002069
Entry Method:	Chip Read
Mode:	Issuer - PIN Verified

SALE AMOUNT \$220.00

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER COPY

1:22

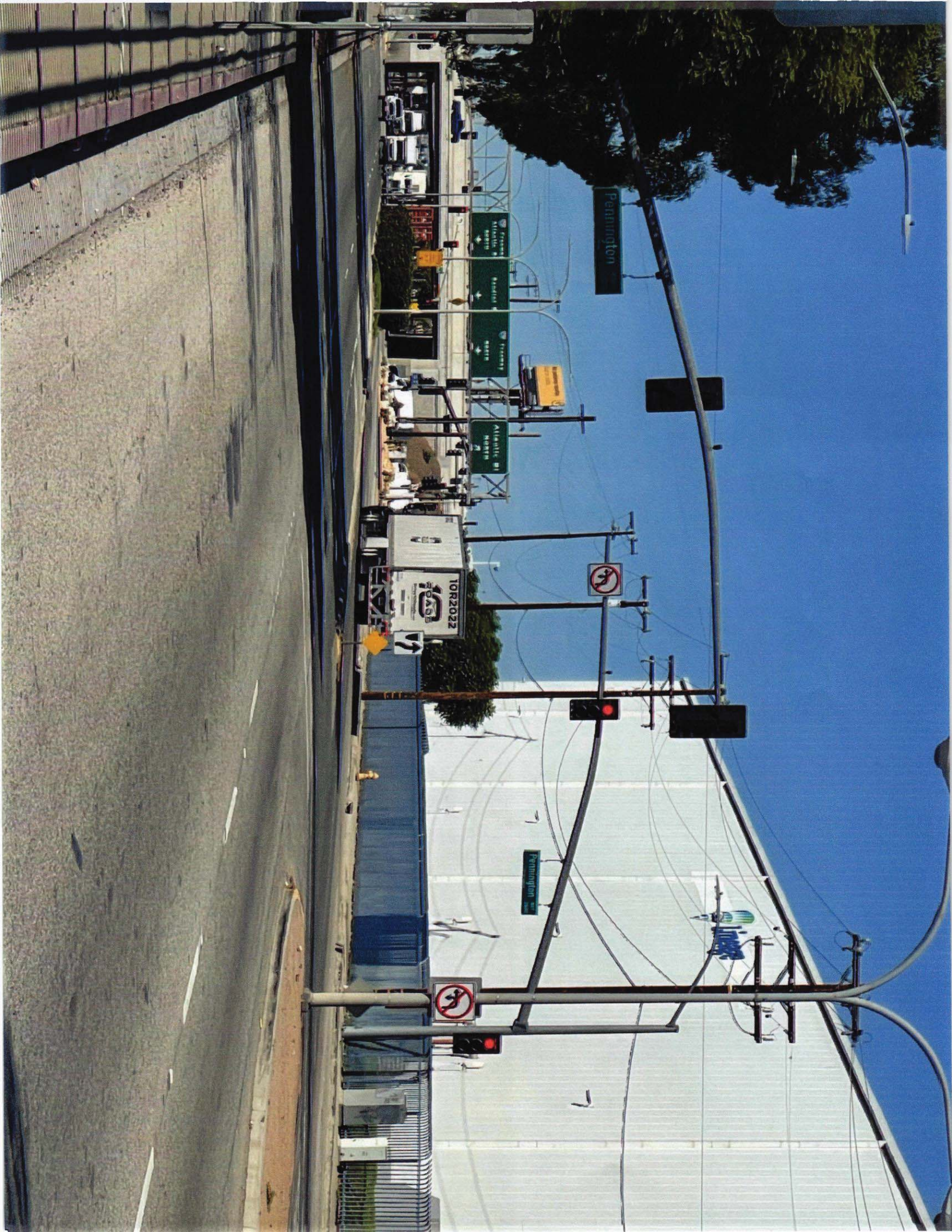


Q Search Maps



KG



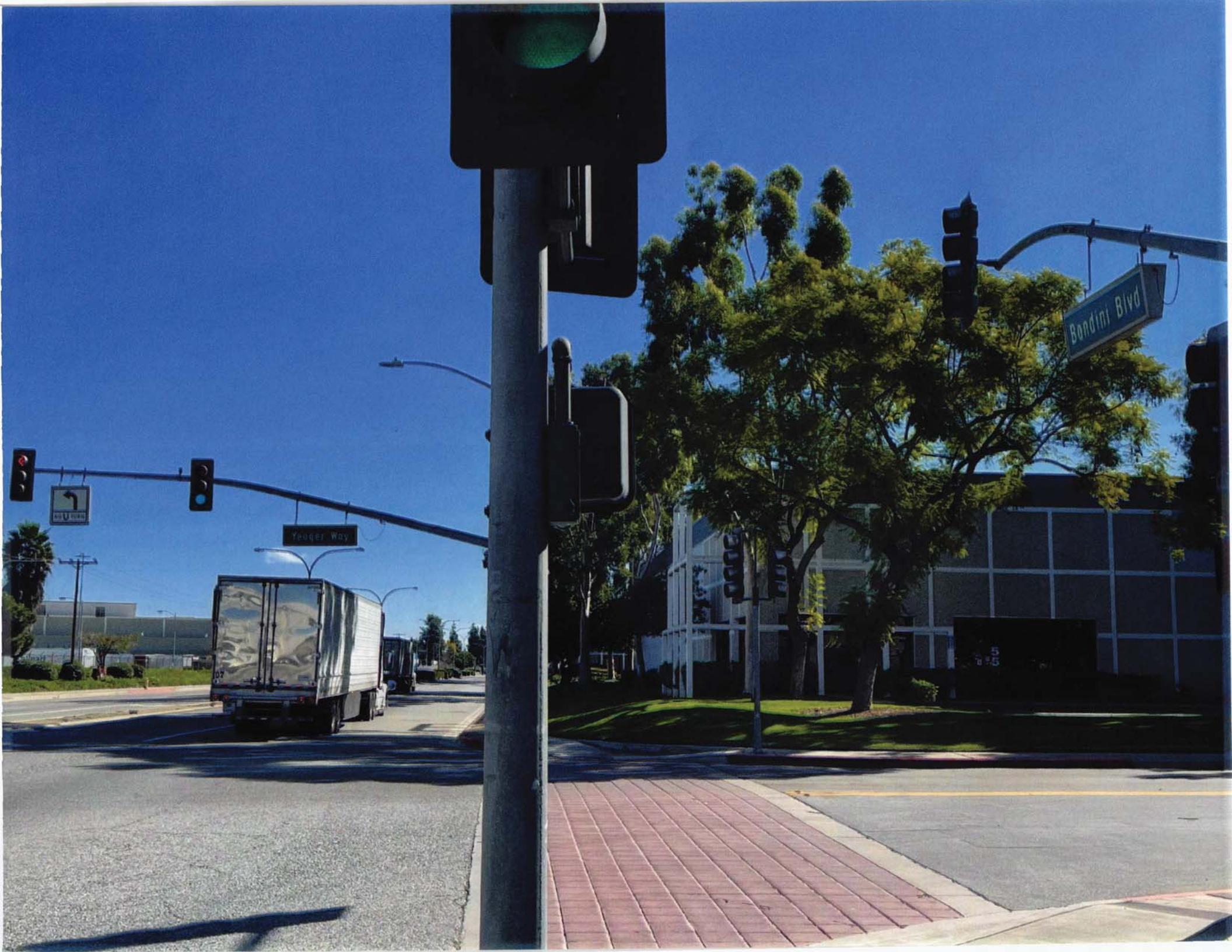




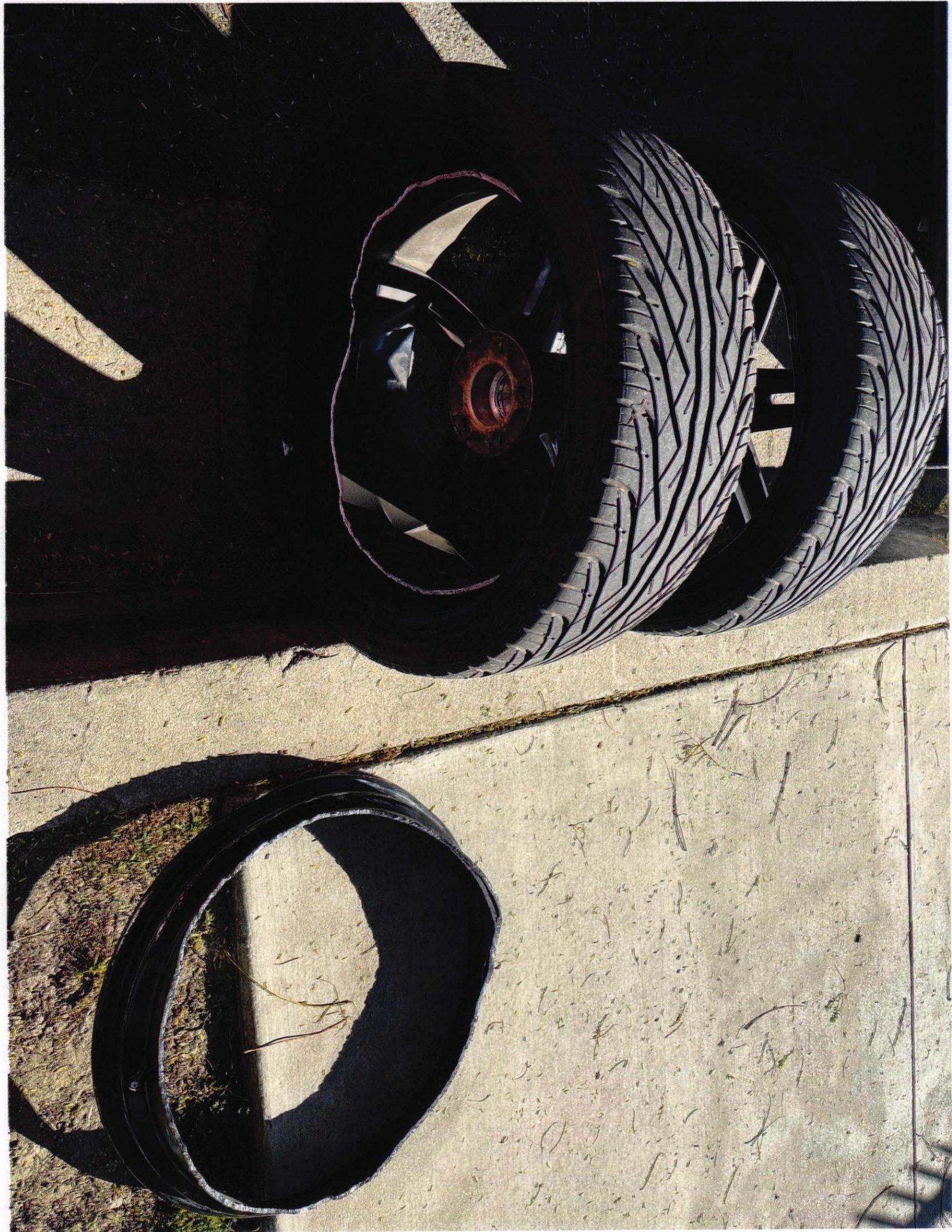




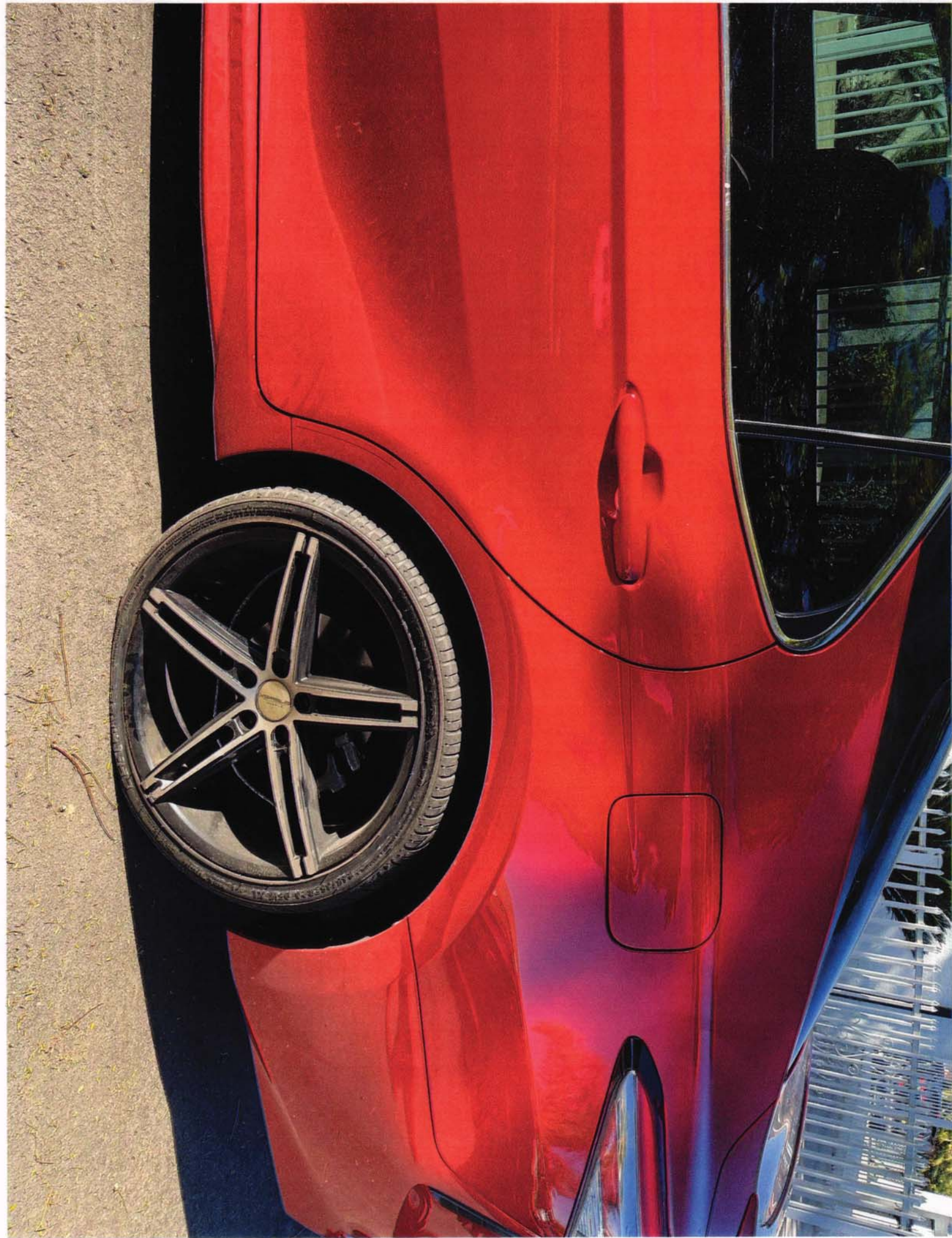












City Council Agenda Item Report

Submitted by: Efren Peregrina
Submitting Department: Finance/Treasury
Meeting Date: April 5, 2022

SUBJECT

Operating Account Warrant Register

Recommendation:

Approve Operating Account Warrant Register No. 84, for the period of February 27 through March 19, 2022, totaling \$10,616,891.14 and consisting of ratification of electronic payments totaling \$9,706,845.77 and ratification of the issuance of early checks totaling \$910,045.37.

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. 84 covering claims and demands presented during the period of February 27 through March 19, 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. 84, totals \$10,616,891.14. 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. 84.

Attachments:

1. [Operating Account Warrant Register No. 84](#)



**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 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: 3/29/2022

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:

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005490 - CINTAS CORPORATION	011.1047.540000	\$ 217.57	Uniforms	4111676667		03/01/2022	12561	\$ 217.57
000947 - DAILY JOURNAL CORPORATION	011.1003.550000	\$ 85.00	Publication Services	B3557478		03/01/2022	12562	\$ 85.00
000629 - OPEN ACCESS TECHNOLOGY INTL, I	055.9200.596200	\$ 893.01	Electronic Tagging~	168395	055.0002891	03/01/2022	12563	\$ 893.01
001581 - THE GAS COMPANY	055.9200.550022	\$ 183,558.07	Reservation & Transmission Charges~	021122		03/01/2022	12564	\$ 183,558.07
004303 - ATHENS INSURANCE SERVICES, INC	011.1026.594200	\$ 6,303.75	TPA Fees 03/22	IVC27470		03/03/2022	12565	\$ 6,303.75
002143 - CITY OF PASADENA	055.9200.500160	\$ 12,451.25	Natural Gas 01/22	263967		03/03/2022	12566	\$ 12,451.25
006857 - ELEMENT PAINTING & DECOR	011.1049.590000	\$ 3,900.00	Painting Service~	322		03/03/2022	12567	\$ 3,900.00
006422 - MARIPOSA LANDSCAPES, INC	011.1049.590000	\$ 3,627.54	Landscape Maintenance 02/22	96776		03/03/2022	12568	\$ 3,627.54

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005632 - NATIONAL AUTO FLEET GROUP	011.1049.900000	\$ 41,113.39	2022 Chevrolet Silverado~	WC8557	011.0014990			
	011.1049.900000	\$ 300.00	2 Extra Keys	WC8557	011.0014990			
	011.1049.900000	\$ 8.75	Tire Fee	WC8557	011.0014990			
	011.1049.900000	\$ 4,244.87	Sales Tax 10.25	WC8557				
	011.1046.900000	\$ 41,113.39	2022 Chevrolet Silverado~	WC8558	011.0014990			
	011.1046.900000	\$ 300.00	2 Extra Keys	WC8558	011.0014990			
	011.1046.900000	\$ 8.75	Tire Fee	WC8558	011.0014990			
	011.1046.900000	\$ 4,244.87	Sales Tax 10.25	WC8558				
	011.1043.900000	\$ 41,449.50	2022 Ford Super Duty F-550 DRW (F5G) XL	WF2573	011.0014752			
	011.1043.900000	\$ 17,898.00	Knapheide Bed	WF2573	011.0014752			
	011.1043.900000	\$ 10.50	Tire Fee	WF2573	011.0014752			
	011.1043.900000	\$ 6,083.12	Sales Tax 10.25	WF2573				
	011.1043.900000	\$ 41,788.14	2022 Ford Super Duty F-550 DRW (F5G) XL	WF2737	011.0014752			
	011.1043.900000	\$ 27,751.00	Knapheide Box Bed	WF2737	011.0014752			
	011.1043.900000	\$ 10.50	Tire Fee	WF2737	011.0014752			
	011.1043.900000	\$ 7,127.76	Sales Tax 10.25	WF2737				
						03/03/2022	12569	\$ 233,452.54
003900 - RICHARDS, WATSON & GERSHON	011.1024.593200	\$ 234.77	Re: Los Angeles MS4 Permit Petition	235791				
						03/03/2022	12570	\$ 234.77

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
000059 - SO CAL EDISON	055.9200.500170	\$ 24,669.00	Laguna Bell 02/22	7501375454				
	055.9200.500170	\$ 187,200.00	Mead Laguna Bell 02/22	7501375455				
	055.9200.500170	\$ 79,200.00	Victorville Lugo Vernon 02/22	7501375493				
						03/03/2022	12571	\$ 291,069.00
006975 - THE ARROYO GROUP	011.1041.595200	\$ 27,646.15	West-Side Project Specific Plan	998914		03/03/2022	12572	\$ 27,646.15
005699 - WEBCO LB, LLC	011.1049.590000	\$ 10,250.00	Street Sweeping Services 02/22	LB6259		03/03/2022	12573	\$ 10,250.00
002808 - DEUTSCHE BANK TRUST CO.	055.9200.500163	\$ 472,800.00	WCI Auction	022422				
	056.5610.596710	\$ 903,650.00	WCI Auction	022422				
						03/03/2022	12574	\$ 1,376,450.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 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	\$ 15,298.34	Recalculation Charges 01/19	202202013253208				
				825				
	055.9200.500150	\$ -16,563.14	Recalculation Charges 11/21	202203013153661				
				782				
	055.9200.500170	\$ -88.75	Recalculation Charges 11/21	202203013153661				
				782				
	055.9200.500190	\$ -6,142.04	Recalculation Charges 11/21	202203013153661				
				782				
	055.9200.500150	\$ 257,967.96	Initial Charges 02/22	202203013153661				
				782				
	055.9200.500210	\$ 14,776.88	Initial Charges 02/22	202203013153661				
				782				
001401 - CENTRAL BASIN MWD	055.9200.500170	\$ -9,573.85	Initial Charges 02/22	202203013153661				
				782				
	055.9200.500190	\$ -1,563.29	Initial Charges 02/22	202203013153661				
				782				
	055.9200.500150	\$ 9,022.97	Recalculation Charges 11/21	202203013153661				
				782				
	055.9200.500170	\$ -49.68	Recalculation Charges 11/21	202203013153661				
				782				
	055.9200.500190	\$ -234.78	Recalculation Charges 11/21	202203013153661				
				782				
						03/04/2022	12575	\$ 262,850.62
	020.1084.500130	\$ 32,395.71	Potable & Recycled Water	VERJAN22		03/04/2022	12576	\$ 32,395.71

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
000868 - RICHARD VILLEGAS	011.110021	\$ 2,962.03	Employee Computer Loan	022822		03/04/2022	12577	\$ 2,962.03
001658 - WATER REPLENISHMENT DISTRICT	020.1084.500110	\$ 196,550.84	Groundwater Production & Assessment	031122		03/04/2022	12578	\$ 196,550.84
000059 - SO CAL EDISON	011.1049.560000	\$ 98.02	Period: 01/14/22 - 02/13/22	021422		02/24/2022	12579	\$ 98.02
001552 - HOME DEPOT CREDIT SERVICES	056.5600.520000	\$ 268.37	Small Tools & Plumbing Hardware~	9360349	056.0000640	03/01/2022	12580	\$ 268.37
002190 - OFFICE DEPOT	011.1003.520000	\$ 21.39	Supplies	217798763001		02/28/2022	12581	\$ 55.48
	011.1003.520000	\$ 34.09	Supplies	220881480001				
001581 - THE GAS COMPANY	011.1033.560000	\$ 17.73	Period: 01/11/22 - 02/10/22	021422		03/01/2022	12582	\$ 17.73
001617 - UPS	011.1041.520000	\$ 110.87	Period: 02/22	933312082(2)		03/03/2022	12583	\$ 176.30
	011.1041.520000	\$ 65.43	Period: 02/22	933312092(2)				
000147 - GENERAL PUMP COMPANY, INC	020.1084.900000	\$ 22,412.50	Well & Booster Pump Maintenance	29169		03/08/2022	12584	\$ 22,412.50

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER		INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005614 - NORTHWEST ELECTRICAL SERVICES,	020.1084.900000	\$	2,565.00	Technical Design Services	1812				
	020.1084.590000	\$	2,280.00	Technical Design Services	1812				
	020.1084.900000	\$	51,941.25	Technical Design Services	1812				
							03/08/2022	12585	\$ 56,786.25
006637 - RUSHER AIR CONDITIONING	055.8400.596200	\$	1,048.00	Air Conditioner Maintenance	CM10471		03/08/2022	12586	\$ 1,048.00
005182 - ANTHEM BLUE CROSS	011.1026.502031	\$	13,560.81	Medical Retirees~	224520910		03/10/2022	12587	\$ 13,560.81
006518 - CARASOFT TECHNOLOGY CORPORATI	011.9019.860000	\$	2,666.66	Web Application Protector: Base Fee,	IN1098218	011.0015007			
	011.9019.860000	\$	6,800.00	WAP: Managed Integration, One Time~	IN1098218	011.0015007	03/10/2022	12588	\$ 9,466.66
000447 - CDW GOVERNMENT, INC	011.9019.520010	\$	807.89	Printer Scanner~	Q480171	011.0015002			
	011.9019.520010	\$	82.81	Sales Tax 10.25	Q480171		03/10/2022	12589	\$ 890.70

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 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	\$ 889.17	Uniforms	4103505180				
	020.1084.540000	\$ 137.76	Uniforms	4103505180				
	055.8000.540000	\$ 27.58	Uniforms	4103505180				
	055.8100.540000	\$ 153.97	Uniforms	4103505180				
	056.5600.540000	\$ 69.17	Uniforms	4108251154				
	020.1084.540000	\$ 137.76	Uniforms	4108251154				
	055.8000.540000	\$ 27.58	Uniforms	4108251154				
	055.8100.540000	\$ 153.97	Uniforms	4108251154				
	056.5600.540000	\$ 69.17	Uniforms	4108929563				
	020.1084.540000	\$ 137.76	Uniforms	4108929563				
	055.8000.540000	\$ 27.58	Uniforms	4108929563				
	055.8100.540000	\$ 153.97	Uniforms	4108929563				
	055.9190.540000	\$ 439.91	Uniforms	4109621693				
	056.5600.540000	\$ 68.66	Uniforms	4109621693				
	020.1084.540000	\$ 137.25	Uniforms	4109621693				
	055.8000.540000	\$ 27.07	Uniforms	4109621693				
	055.8100.540000	\$ 153.45	Uniforms	4109621693				
	055.9190.540000	\$ 172.35	Uniforms	4110307300				
	056.5600.540000	\$ 68.66	Uniforms	4110307300				
	020.1084.540000	\$ 137.25	Uniforms	4110307300				
	055.8000.540000	\$ 27.07	Uniforms	4110307300				
	055.8100.540000	\$ 153.45	Uniforms	4110307300				
	055.9190.540000	\$ 172.35	Uniforms	4110990839				

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 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	\$ 68.66	Uniforms	4110990839				
	020.1084.540000	\$ 138.28	Uniforms	4110990839				
	055.8000.540000	\$ 27.07	Uniforms	4110990839				
	055.8100.540000	\$ 153.45	Uniforms	4110990839				
	055.9190.540000	\$ 172.35	Uniforms	4111676838				
	056.5600.540000	\$ 68.66	Uniforms	4111676838				
	020.1084.540000	\$ 137.25	Uniforms	4111676838				
	055.8000.540000	\$ 27.07	Uniforms	4111676838				
	055.8100.540000	\$ 153.45	Uniforms	4111676838				
	011.1046.540000	\$ 228.24	Uniforms	4112376028				
	056.5600.540000	\$ -820.00	Uniforms	9164652414				
						03/10/2022	12590	\$ 3,897.39
006899 - G2 INTEGRATED SOLUTIONS, LLC	055.9000.595200	\$ 9,121.88	Natural Gas Compliance Services	112600				
							03/10/2022	12591 \$ 9,121.88
005108 - JEMMOTT ROLLINS GROUP, INC	011.1021.797000	\$ 8,100.00	Professional Services~	MAR22				
							03/10/2022	12592 \$ 8,100.00
001447 - TYLER TECHNOLOGIES, INC	011.9019.860000	\$ 3,087.00	ERP System (Munis) Upgrade	045367296				
							03/10/2022	12593 \$ 3,087.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
001658 - WATER REPLENISHMENT DISTRICT	020.272010	\$ 34,883.72	Quarterly Payment No. 7~	202207		03/10/2022	12594	\$ 34,883.72
003584 - WILLIAMS DATA MANAGEMENT	011.1003.596200	\$ 375.00	Storage Services	573652				
	011.1003.596200	\$ 1,393.93	Storage Services	574152		03/10/2022	12595	\$ 1,768.93
005784 - ZONES, LLC	011.9019.520010	\$ 4,156.64	003439289-NEW-QUANTUM~	K18669420101	011.0015119			
	011.9019.520010	\$ 426.06	Sales Tax 10.25	K18669420101		03/10/2022	12596	\$ 4,582.70
000714 - CALPERS	011.1026.502096	\$ 1,538,693.00	Prefund OPEB	031022		03/10/2022	12597	\$ 1,538,693.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 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	\$ 2,954.32	Recalculation Charges 05/19	202203083153816				
				468				
	055.9200.500170	\$ 5.26	Recalculation Charges 05/19	202203083153816				
				468				
	055.9200.500190	\$ 75.48	Recalculation Charges 05/19	202203083153816				
				468				
	055.9200.500150	\$ 1,193.90	Recalculation Charges 11/21	202203083153816				
				468				
	055.9200.500170	\$ 75.60	Recalculation Charges 11/21	202203083153816				
				468				
	055.9200.500190	\$ -695.68	Recalculation Charges 11/21	202203083153816				
				468				
	055.9200.450015	\$ -7.12	Recalculation Charges 02/19	202203083153816				
				468				
	055.9200.500170	\$ 13.66	Recalculation Charges 02/19	202203083153816				
				468				
	055.9200.500150	\$ 285,262.43	Initial Charges 02/22	202203083153816				
				468				
	055.9200.500170	\$ 9,262.72	Initial Charges 02/22	202203083153816				
				468				
	055.9200.500190	\$ 17,642.07	Initial Charges 02/22	202203083153816				
				468				
	055.9200.500210	\$ 16,206.10	Initial Charges 02/22	202203083153816				
				468				
	055.9200.500150	\$ -2,241.87	Recalculation Charges 03/21	202203083153816				
				468				
	055.9200.500170	\$ 1,094.44	Recalculation Charges 03/21	202203083153816				
				468				

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
002412 - CALIFORNIA ISO	055.9200.500180	\$ 4.25	Recalculation Charges 03/21	202203083153816 468				
	055.9200.500190	\$ 4,160.05	Recalculation Charges 03/21	202203083153816 468		03/10/2022	12598	\$ 335,005.61
003049 - PETRELLI ELECTRIC, INC	055.9100.900000	\$ 197,898.49	Electric Service Maintenance 02/22	220063				
	057.1057.900000	\$ 13,063.04	Electric Service Maintenance 02/22	220063				
	055.8300.590000	\$ 677,796.60	Electric Service Maintenance 02/22	220063				
	055.8000.590000	\$ 76,834.60	Electric Service Maintenance 02/22	220063				
	057.1057.590000	\$ 24,028.47	Electric Service Maintenance 02/22	220063				
	020.1084.900000	\$ 17,959.17	Electric Service Maintenance 02/22	220063				
	055.9100.900000	\$ 753,321.52	Bond Projects	220063		03/10/2022	12599	\$ 1,760,901.89
001552 - HOME DEPOT CREDIT SERVICES	055.8400.590000	\$ 2,921.03	Small Tools & Plumbing Hardware~	031122_MULTIPLE	055.0002902	03/11/2022	12600	\$ 2,921.03
002169 - KONECRANES, INC	055.170200	\$ 2,280.00	Quarterly Inspection 11/21	154586907		03/11/2022	12601	\$ 2,280.00
007250 - SULZER PUMP SERVICES (US), INC	055.170200	\$ 20,470.99	MC Pump Parts	90590742		03/11/2022	12602	\$ 20,470.99

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
003601 - UNITED SITE SERVICES OF CA	055.170200	\$ 729.90	Portable Restroom Service	INV00468603		03/11/2022	12603	\$ 729.90
007026 - BEAR ELECTRICAL SOLUTIONS, INC	011.1043.590000	\$ 3,724.00	Traffic Signal Maintenance	15015				
	011.1043.590000	\$ 3,696.00	Traffic Signal Maintenance	15016		03/16/2022	12604	\$ 7,420.00
007089 - CAPITAL INDUSTRIAL COATINGS	020.1084.900000	\$ 39,995.00	Rehabilitation of Reservoirs~	022822		03/16/2022	12605	\$ 39,995.00
000947 - DAILY JOURNAL CORPORATION	020.1084.550000	\$ 105.00	Publication Services	B3553897		03/16/2022	12606	\$ 105.00
001206 - DELL MARKETING LP	011.9019.520010	\$ 10,113.30	Laptops~	10537257010	011.0015088			
	011.9019.520010	\$ 3,673.70	Non-Taxable from Above Line Item	10537257010	011.0015088			
	011.9019.520010	\$ 85.00	Environmental Fee	10537257010	011.0015088			
	011.9019.520010	\$ 1,045.34	Sales Tax 10.25	10537257010		03/16/2022	12607	\$ 14,917.34
003982 - ESRI, INC	011.9019.520010	\$ 3,800.00	ArcGIS Online GIS Professional Advanced	94168212	011.0015106	03/16/2022	12608	\$ 3,800.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005350 - HAUL AWAY RUBBISH SERVICE CO,	055.8400.596200	\$ 102.00	Disposal & Recycling Services	21X08223				
	055.8400.596200	\$ 202.00	Disposal & Recycling Services	21X08231				
	055.8400.596200	\$ 102.00	Disposal & Recycling Services	22X08475				
	055.8400.596200	\$ 227.00	Disposal & Recycling Services	22X08482				
						03/16/2022	12609	\$ 633.00
003606 - INSIGHT PUBLIC SECTOR, INC	011.9019.520010	\$ 813.20	Microsoft Office 365 Subscription~	1100905462	011.0015112	03/16/2022	12610	\$ 813.20
006886 - JACOBS ENGINEERING GROUP, INC	055.9000.596200	\$ 30,075.50	Env Compliance Support Services	D3404500018				
	055.9190.596200	\$ 102,868.01	Env Compliance Support Services	D3404500018				
						03/16/2022	12611	\$ 132,943.51
006570 - LA COUNTY BUSINESS FEDERATION	055.9000.596550	\$ 6,000.00	Membership Dues~	4476				
						03/16/2022	12612	\$ 6,000.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
000804 - LB JOHNSON HARDWARE CO #1	020.1084.520000	\$ 26.26	Small Tools, Plumbing & Building	117633	011.0014891			
	055.8400.590000	\$ 278.08	Small Tools, Plumbing & Building	117777	055.0002903			
	020.1084.900000	\$ 197.05	Small Tools, Plumbing & Building	117782	011.0014891			
	020.1084.900000	\$ 35.03	Small Tools, Plumbing & Building	117788	011.0014891			
	020.1084.900000	\$ 312.99	Small Tools, Plumbing & Building	117796	011.0014891			
	055.8000.590000	\$ 16.37	Small Tools, Plumbing & Building	117797	055.0002903			
	020.1084.900000	\$ 56.89	Plumbing and building hardware~	117809	011.0014891			
	020.1084.520000	\$ 32.74	Small Tools, Plumbing & Building	118056	011.0014891			
	020.1084.520000	\$ 33.66	Small Tools, Plumbing & Building	118068	011.0014891			
	055.8400.590000	\$ 186.14	Small Tools, Plumbing & Building	118081	055.0002903			
	020.1084.900000	\$ 116.63	Small Tools, Plumbing & Building	118126	011.0014891			
	020.1084.900000	\$ 28.25	Small Tools, Plumbing & Building	118149	011.0014891			
	055.8400.520000	\$ 262.73	Small Tools, Plumbing & Building	118179	055.0002903			
	020.1084.520000	\$ 94.08	Small Tools, Plumbing & Building	118184	011.0014891			
	055.9000.596700	\$ 915.09	Small Tools, Plumbing & Building	118287	055.0002903			
	055.8400.590000	\$ 58.01	Small Tools, Plumbing & Building	118314	055.0002903			
	020.1084.520000	\$ 286.63	Small Tools, Plumbing & Building	118409	011.0014891			
	020.1084.900000	\$ 142.20	Small Tools, Plumbing & Building	118537	011.0014891			
	055.8400.590000	\$ 61.25	Small Tools, Plumbing & Building	118577	055.0002903			
	020.1084.900000	\$ 44.10	Small Tools, Plumbing & Building	118736	011.0014891			
	055.8400.590000	\$ 17.48	Small Tools, Plumbing & Building	118747	055.0002903			
	055.8400.590000	\$ -17.48	Small Tools, Plumbing & Building	118749	055.0002903			

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
000804 - LB JOHNSON HARDWARE CO #1	020.1084.900000	\$ 13.10	Small Tools, Plumbing & Building	118750	011.0014891			
	055.8400.590000	\$ 44.85	Small Tools, Plumbing & Building	118840	055.0002903			
	020.1084.900000	\$ 30.55	Small Tools, Plumbing & Building	119004	011.0014891			
	020.1084.900000	\$ 29.53	Small Tools, Plumbing & Building	119036	011.0014891			
	020.1084.900000	\$ 99.34	Small Tools, Plumbing & Building	119071	011.0014891			
	020.1084.900000	\$ 406.46	Small Tools, Plumbing & Building	119086	011.0014891			
	055.8400.590000	\$ 283.54	Small Tools, Plumbing & Building	119110	055.0002903			
	055.8400.590000	\$ 339.67	Small Tools, Plumbing & Building	119207	055.0002903			
	055.8000.590000	\$ 229.93	Small Tools, Plumbing & Building	119427	055.0002903			
	055.8400.590000	\$ 197.08	Small Tools, Plumbing & Building	119453	055.0002903			
	055.8400.590000	\$ 78.75	Small Tools, Plumbing & Building	119564	055.0002903			
	020.1084.520000	\$ 131.65	Small Tools, Plumbing & Building	122221	011.0014891			
						03/16/2022	12613	\$ 5,068.63
005004 - LENORD'S CUSTOM FABRICATION	020.1084.900000	\$ 3,720.78	Steel Sheets & Fabrication	10290				
						03/16/2022	12614	\$ 3,720.78
001150 - MCMASTER-CARR SUPPLY COMPANY	055.8400.590000	\$ 345.12	Hardware Supplies~	69630683	055.0002897			
	055.8400.590000	\$ 536.59	Hardware Supplies~	72295149	055.0002897			
	055.8400.590000	\$ 606.58	Hardware Supplies~	72502990	055.0002897			
						03/16/2022	12615	\$ 1,488.29

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005925 - SHI INTERNATIONAL CORP	011.9019.590110	\$ 2,346.40	VEEAM Software~	B14555275	011.0015111			
	011.9019.590110	\$ 6,766.00	VEEAM Availability Suite~	B14555275	011.0015111			
	011.9019.590110	\$ 335.20	VEEAM BU For MS Office365~	B14555275	011.0015111			
	011.9019.590110	\$ 4,309.52	Annual Basic Mint Renewal~	B14555275	011.0015111			
	011.9019.590110	\$ 359.04	Monthly Basic Monitor Renewal~	B14555275	011.0015111			
	011.9019.520010	\$ 11,849.28	Meraki MS125-48FP 10G L2 Cld-Mngd 48x	B14566969	011.0015047			
	011.9019.520010	\$ 635.58	Meraki MS125-48FP Enterprise License	B14566969	011.0015047			
	011.9019.520010	\$ 1,214.55	Sales Tax 10.25	B14566969				
						03/16/2022	12616 \$	27,815.57
001447 - TYLER TECHNOLOGIES, INC	011.9019.860000	\$ 1,400.00	ERP System (Munis) Upgrade	045361682				
	011.9019.860000	\$ 4,900.00	ERP System (Munis) Upgrade	045363370				
	011.9019.860000	\$ 1,400.00	ERP System (Munis) Upgrade	045365516				
	011.9019.860000	\$ 2,800.00	ERP System (Munis) Upgrade	045366366				
						03/16/2022	12617 \$	10,500.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
007110 - WATERLINE TECHNOLOGIES, INC	020.1084.500140	\$ 710.01	Sodium Hypochlorite Solution	5564680				
	020.1084.500140	\$ 355.01	Sodium Hypochlorite Solution	5565111				
	020.1084.500140	\$ 229.67	Sodium Hypochlorite Solution	5565194				
	020.1084.500140	\$ 148.18	Sodium Hypochlorite Solution	5565195				
	020.1084.500140	\$ 138.92	Sodium Hypochlorite Solution	5565196				
	020.1084.500140	\$ 196.33	Sodium Hypochlorite Solution	5565201				
	020.1084.500140	\$ 259.31	Sodium Hypochlorite Solution	5565202				
	020.1084.500140	\$ 266.72	Sodium Hypochlorite Solution	5565205				
	020.1084.500140	\$ 1,065.02	Sodium Hypochlorite Solution	5565873				
	020.1084.500140	\$ 222.26	Sodium Hypochlorite Solution	5566553				
	020.1084.500140	\$ 185.22	Sodium Hypochlorite Solution	5566555				
	020.1084.500140	\$ 222.26	Sodium Hypochlorite Solution	5566556				
	020.1084.500140	\$ 240.79	Sodium Hypochlorite Solution	5566557				
	020.1084.500140	\$ 240.79	Sodium Hypochlorite Solution	5566558				
	020.1084.500140	\$ 287.09	Sodium Hypochlorite Solution	5566559				
						03/16/2022	12618	\$ 4,767.58
004318 - A-BEST INDUSTRIAL, INC	056.5600.520000	\$ 726.97	Service Connection Materials~	IN15328	056.0000635	03/17/2022	12619	\$ 726.97
001490 - ALL CITY MANAGEMENT SERVICES	011.1070.596200	\$ 2,292.30	School Crossing Guard Services	75626		03/17/2022	12620	\$ 2,292.30

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005506 - BEST BEST & KRIEGER, LLP	011.1024.593200	\$ 1,521.00	Re: 5122 S. Atlantic Boulevard	929616		03/17/2022	12621	\$ 1,521.00
005490 - CINTAS CORPORATION	011.1043.540000	\$ 225.43	Uniforms	4113082490		03/17/2022	12622	\$ 225.43
005031 - CLEAN HARBORS ENVIRONMENTAL SE	055.8000.590000	\$ 3,396.16	Hazardous Waste Disposal Services	1003988169		03/16/2022	12623	\$ 3,396.16
004438 - FLEMING ENVIRONMENTAL, INC	011.1049.590000	\$ 650.00	UST Compliance Services	18369		03/17/2022	12624	\$ 2,678.49
	011.1049.590000	\$ 2,028.49	UST Compliance Services	18385				
005155 - STEVEN FROBERG	011.1048.596200	\$ 100.00	Attendance Stipend~	031022		03/17/2022	12625	\$ 100.00
000147 - GENERAL PUMP COMPANY, INC	020.1084.900000	\$ 6,934.00	Well & Booster Pump Maintenance	29239		03/17/2022	12626	\$ 6,934.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
000839 - MEASUREMENT CONTROL SYSTEMS, I	056.5600.590000	\$ 899.00	Inventory~	226302	056.0000656			
	056.5600.590000	\$ 89.40	Freight	226302				
	056.5600.590000	\$ 92.15	Sales Tax 10.25	226302				
	056.5600.590000	\$ 899.00	Inventory~	227006	056.0000656			
	056.5600.590000	\$ 95.80	Freight	227006				
	056.5600.590000	\$ 92.15	Sales Tax 10.25	227006				
						03/17/2022	12627	\$ 2,167.50
001847 - TRENCH SHORING COMPANY	056.5600.520000	\$ -3,550.00	Perma-Patch Asphalt	PCM20005835				
	056.5600.520000	\$ 3,550.00	Perma-Patch Asphalt	RI20144012				
	056.5600.520000	\$ 3,400.00	Perma-Patch Asphalt ~	RI20151271	056.0000655			
	056.5600.520000	\$ 150.00	Freight	RI20151271	056.0000655			
	056.5600.520000	\$ 348.50	Sales Tax 10.25	RI20151271				
						03/17/2022	12628	\$ 3,898.50
001695 - VULCAN MATERIALS CO	020.1084.520000	\$ 373.35	Paving Materials~	73203351	011.0014912			
						03/17/2022	12629	\$ 373.35

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 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	\$ 164,878.78	Initial Charges 03/22	202203153154044 012				
	055.9200.500210	\$ 6,618.27	Initial Charges 03/22	202203153154044 012				
	055.9200.500170	\$ -1,170.81	Initial Charges 03/22	202203153154044 012				
	055.9200.500190	\$ -3,176.86	Initial Charges 03/22	202203153154044 012				
	055.9200.500150	\$ -82.63	Recalculation Charges 08/20	202203153154044 012				
	055.9200.500170	\$ -783.85	Recalculation Charges 08/20	202203153154044 012				
	055.9200.500180	\$ -6.89	Recalculation Charges 08/20	202203153154044 012				
	055.9200.500190	\$ -53.54	Recalculation Charges 08/20	202203153154044 012				
	055.9200.500150	\$ -11,291.90	Recalculation Charges 12/21	202203153154044 012				
	055.9200.500190	\$ -224.23	Recalculation Charges 12/21	202203153154044 012				
	055.9200.500170	\$ 4,652.00	Recalculation Charges 12/21	202203153154044 012				
	055.9200.500150	\$ 156,705.85	Initial Charges 02/22	202203153154044 012				
	055.9200.500170	\$ 1,508,298.10	Initial Charges 02/22	202203153154044 012				
	055.9200.500190	\$ 405.88	Initial Charges 02/22	202203153154044 012				

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER		INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
002412 - CALIFORNIA ISO	055.9200.500210	\$	9,794.02	Initial Charges 02/22	202203153154044 012				
	055.9200.500240	\$	8,237.71	Initial Charges 02/22	202203153154044 012				
	055.9200.500180	\$	-1,380.17	Initial Charges 02/22	202203153154044 012				
	055.9200.500150	\$	5,043.89	Recalculation Charges 11/21	202203153154044 012				
	055.9200.500170	\$	1,287.84	Recalculation Charges 11/21	202203153154044 012				
	055.9200.500190	\$	-77.14	Recalculation Charges 11/21	202203153154044 012				
							03/18/2022	12630	\$ 1,847,674.32
002515 - POWEREX CORP	055.9200.500154	\$	250,000.00	Energy Purchase 02/22	51172668				
							03/18/2022	12631	\$ 250,000.00
002517 - SO CAL PUBLIC POWER AUTHORITY	055.9200.500154	\$	273,075.65	Astoria 2 Solar Project	ATSP0322				
							03/18/2022	12632	\$ 273,075.65
002517 - SO CAL PUBLIC POWER AUTHORITY	055.9200.500154	\$	192,764.36	Antelope DSR 1 Solar Project	DSR10322				
							03/18/2022	12633	\$ 192,764.36
002227 - US DEPARTMENT OF ENERGY	055.9200.500180	\$	30,065.94	Boulder Canyon Project Charges 02/22	GG1766W0222				
	055.9200.500150	\$	17,363.94	Boulder Canyon Project Charges 02/22	GG1766W0222				
							03/18/2022	12634	\$ 47,429.88

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
001658 - WATER REPLENISHMENT DISTRICT	020.1084.500110	\$ 193,402.78	Groundwater Production & Assessment	041122				
						03/18/2022	12635	\$ 193,402.78
007110 - WATERLINE TECHNOLOGIES, INC	020.1084.500140	\$ 965.02	Sodium Hypochlorite Solution	5567411				
	020.1084.500140	\$ 231.53	Sodium Hypochlorite Solution	5567906				
	020.1084.500140	\$ 287.09	Sodium Hypochlorite Solution	5567908				
	020.1084.500140	\$ 250.05	Sodium Hypochlorite Solution	5567909				
	020.1084.500140	\$ 185.22	Sodium Hypochlorite Solution	5567910				
	020.1084.500140	\$ 185.22	Sodium Hypochlorite Solution	5567911				
	020.1084.500140	\$ 277.83	Sodium Hypochlorite Solution	5567912				
	020.1084.500140	\$ 1,115.02	Sodium Hypochlorite Solution	5568743				
						03/18/2022	12636	\$ 3,496.98

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 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	\$ 1,996.90	Period: 12/08/21 - 01/07/22	010722_MULTIPLE				
	055.8000.560010	\$ 1,662.49	Period: 12/08/21 - 01/07/22	010722_MULTIPLE				
	055.8200.560010	\$ 1,234.76	Period: 12/08/21 - 01/07/22	010722_MULTIPLE				
	056.5600.560010	\$ 263.25	Period: 12/08/21 - 01/07/22	010722_MULTIPLE				
	055.9000.560010	\$ 1,592.94	Period: 10/08/21 - 11/07/21	110721_MULTIPLE(
				2)				
	055.8000.560010	\$ 1,464.06	Period: 10/08/21 - 11/07/21	110721_MULTIPLE(
				2)				
	055.8200.560010	\$ 2,137.39	Period: 10/08/21 - 11/07/21	110721_MULTIPLE(
				2)				
	056.5600.560010	\$ 262.83	Period: 10/08/21 - 11/07/21	110721_MULTIPLE(
				2)				
	055.9000.560010	\$ 1,547.37	Period: 11/08/21 - 12/07/21	120721_MULTIPLE(
				2)				
	055.8000.560010	\$ 2,791.57	Period: 11/08/21 - 12/07/21	120721_MULTIPLE(
				2)				
	055.8200.560010	\$ 1,817.88	Period: 11/08/21 - 12/07/21	120721_MULTIPLE(
				2)				
	056.5600.560010	\$ 258.50	Period: 11/08/21 - 12/07/21	120721_MULTIPLE(
				2)				
						03/17/2022	12637	\$ 17,029.94

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	011.1026.596900	\$ 123.31	Employee Outreach Event	092221				
	011.1026.596905	\$ 64.51	Meals / Interview Panel	092221				
	011.1026.596900	\$ 82.54	Meals / NFL Kickoff Luncheon	092221				
	011.1049.520000	\$ 1,467.43	Supplies	092221(10)				
	011.9019.520010	\$ 205.90	Adobe License	092221(11)				
	011.9019.590110	\$ 1,424.50	Google Suite for PW	092221(11)				
	011.9019.520010	\$ 466.75	GoToAssist License	092221(11)				
	011.9019.590110	\$ 14.00	GoToMeeting License	092221(11)				
	011.9019.520010	\$ 507.00	Helpdesk Support Software	092221(11)				
	011.9019.520010	\$ 275.58	Helpdesk Support Software	092221(11)				
	011.9019.520010	\$ 767.16	IT Supplies	092221(11)				
	011.9019.590110	\$ 40.00	Microsoft App Services	092221(11)				
	011.9019.590110	\$ 36.00	Microsoft Business Basic	092221(11)				
	011.9019.520010	\$ 650.00	MISAC Conference	092221(11)				
	011.9019.520010	\$ 130.00	MISAC Membership Fee	092221(11)				
	011.9019.520010	\$ 143.82	Adobe Pro License	092221(11)				
	011.9019.590110	\$ 170.00	OneDrive	092221(11)				
	011.9019.590110	\$ 19.98	Power BI	092221(11)				
	011.9019.520010	\$ 330.03	Spare IP Phones	092221(11)				
	011.9019.520010	\$ 16.99	VPU LTE Camera	092221(11)				
	011.9019.520010	\$ 9.99	Zendesk PM Software	092221(11)				
	011.9019.520010	\$ 17.50	Zendesk Support Software	092221(11)				
	011.9019.520010	\$ 329.87	Zoom for Public Meetings	092221(11)				

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	011.9019.520010	\$ 12.99	Adobe Subscription	092221(11)				
	011.9019.520010	\$ 14.32	Amazon Prime Membership	092221(11)				
	011.9019.520010	\$ 9.99	Arlo Camera Subscription	092221(11)				
	011.9019.520010	\$ 0.99	Bria VOIP Software	092221(11)				
	011.9019.520010	\$ 246.77	Canon Plotter Toner	092221(11)				
	011.9019.590110	\$ 33.92	Canva Publishing Software for VPU	092221(11)				
	011.9019.520010	\$ 49.60	CD Repair Kit	092221(11)				
	011.1049.520000	\$ 2,194.50	Supplies	092221(12)				
	011.1046.520000	\$ 316.63	Supplies	092221(13)				
	011.1031.570000	\$ 15.00	Car Wash	092221(14)				
	011.1031.596700	\$ 1,259.98	Training	092221(14)				
	011.1031.596500	\$ 242.96	Training / Estrada	092221(14)				
	011.1031.540000	\$ 148.80	Uniforms	092221(14)				
	011.1026.596200	\$ 106.00	Live Scan	092221(14)				
	011.1070.550000	\$ 100.00	Meals / Patrol Checkpoint	092221(14)				
	011.1031.596700	\$ 200.00	Membership Dues	092221(14)				
	011.1031.540000	\$ 339.41	Police Badge	092221(14)				
	011.1031.520000	\$ 44.00	Supplies	092221(14)				
	011.1070.550000	\$ 1,898.78	Supplies	092221(14)				
	011.1031.596500	\$ 27.20	Tolls	092221(14)				
	011.1031.596600	\$ 1,499.38	Training	092221(14)				
	011.1049.520000	\$ 3,168.12	Supplies	092221(15)				
	055.8100.520000	\$ 127.66	Supplies	092221(16)				

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	055.9000.520000	\$ 195.85	Supplies	092221(16)				
	055.9000.596600	\$ 24.80	Supplies	092221(16)				
	020.1084.540000	\$ 132.27	Uniforms	092221(16)				
	055.8000.540000	\$ 2,654.73	Uniforms	092221(16)				
	055.9000.540000	\$ 110.23	Uniforms	092221(16)				
	055.9100.540000	\$ 295.36	Uniforms	092221(16)				
	011.1003.596300	\$ 191.67	Meals / Canvassing Board	092221(17)				
	011.1003.520000	\$ 282.80	Supplies	092221(17)				
	011.1026.596900	\$ 15.18	Meals / Halloween Prize	092221(18)				
	011.1026.596905	\$ 213.05	Meals / Interview Panel	092221(18)				
	011.1031.570000	\$ 80.14	Fuel	092221(19)				
	055.9000.596600	\$ 159.99	Sacramento Bee Subscription	092221(2)				
	011.1046.520000	\$ 1,879.39	Supplies	092221(20)				
	011.1049.520000	\$ 62.90	Supplies	092221(21)				
	011.1004.596600	\$ 36.66	Financial Times Print Subscription	092221(22)				
	011.1004.596600	\$ 40.00	Financial Times Subscription	092221(22)				
	011.1004.596500	\$ 580.96	Travel Expense	092221(22)				
	011.5031.560000	\$ 66.69	Cable Service	092221(23)				
	011.1031.520000	\$ 121.26	Supplies	092221(23)				
	011.1031.540000	\$ 774.66	Supplies	092221(23)				
	011.1031.596550	\$ 14.32	Supplies	092221(23)				
	057.1057.596550	\$ 500.00	Registration Fees	092221(24)				
	055.8400.590000	\$ 275.62	Lifting Equipment	092221(25)				

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	055.8000.596700	\$ 200.00	Membership Dues	092221(25)				
	055.9000.520000	\$ 807.40	Supplies	092221(25)				
	020.1084.900000	\$ 2,920.61	Well 20 Rehabilitation	092221(25)				
	011.1060.596700	\$ 90.00	ICC Exam Fee	092221(26)				
	011.1060.520000	\$ 46.18	Supplies	092221(26)				
	011.1060.596700	\$ 197.10	Training / R. Zamora	092221(26)				
	011.1060.596700	\$ 40.00	Training / V. Petrosyan	092221(26)				
	011.1046.520000	\$ 550.00	Automotive Parts	092221(27)				
	011.1024.596550	\$ 25.00	Membership Dues	092221(28)				
	020.1084.590000	\$ 1,256.97	Downey Sump Repairs	092221(3)				
	011.1070.550000	\$ 1,231.40	Community Outreach Event	092221(4)				
	011.1002.596500	\$ 50.00	Membership Dues	092221(4)				
	011.1049.520000	\$ 40.78	Supplies	092221(4)				
	011.1041.596550	\$ 145.00	Membership Dues	092221(5)				
	011.1040.520000	\$ 11.88	Supplies	092221(5)				
	011.1041.596600	\$ 138.26	Supplies	092221(5)				
	011.199999	\$ 197.22	Charges in Review	092221(6)				
	056.5600.520000	\$ 110.20	Supplies	092221(6)				
	011.1002.596500	\$ 205.23	Meals / Gateway COG City Manager's	092221(7)				
	011.1023.596600	\$ 67.96	Subscription Dues	092221(7)				
	055.8400.520000	\$ 22.01	Key Repair	092221(8)				
	055.8100.596700	\$ 229.00	Registration Fees / A. Hinojos	092221(8)				
	055.8100.596700	\$ 229.00	Registration Fees / F. Flores	092221(8)				

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	055.8100.596700	\$ 229.00	Registration Fees / J. Dacey	092221(8)				
	055.8100.596700	\$ 229.00	Registration Fees / W. Carram	092221(8)				
	020.1084.900000	\$ 2,920.39	SCADA / Electrical Upgrades	092221(8)				
	020.1084.900000	\$ 1,254.87	Well Equipment	092221(8)				
	011.1049.520000	\$ 385.80	Supplies	092221(9)				
						12/01/2021	12638	\$ 41,888.65
007301 - HEXAGON EAM HOLDINGS LLC	055.9190.900000	\$ 31,920.00	Software Subscription~	100403US0HX	011.0015099			
						03/18/2022	12639	\$ 31,920.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	011.1026.596905	\$ 86.17	Meals	102221				
	011.1043.520000	\$ 422.16	Supplies	102221(10)				
	011.9019.590110	\$ 591.26	Adobe License	102221(11)				
	011.9019.590110	\$ 109.20	PM Software	102221(11)				
	011.9019.590110	\$ 103.00	Remote Meeting Software	102221(11)				
	011.9019.520010	\$ 27.00	Router Software	102221(11)				
	011.9019.520010	\$ 2,431.92	Supplies	102221(11)				
	011.9019.520010	\$ 17.63	Supplies	102221(11)				
	011.9019.520010	\$ 218.64	Supplies	102221(11)				
	011.9019.520010	\$ 300.37	Supplies	102221(11)				
	011.9019.590110	\$ 9.99	VPU LTE Camera	102221(11)				
	011.9019.590110	\$ 33.92	VPU Publishing Software	102221(11)				
	011.9019.520010	\$ 17.50	Zendesk Support Software	102221(11)				
	011.9019.590110	\$ 16.99	Adobe Subscription	102221(11)				
	011.9019.520010	\$ 10.00	Zendesk Support Software	102221(11)				
	011.9019.590110	\$ 329.87	Zoom for Public Meetings	102221(11)				
	011.9019.590110	\$ 0.99	Bria VOIP Software	102221(11)				
	011.9019.520010	\$ 95.00	Data Recovery Software	102221(11)				
	011.9019.590110	\$ 1,447.20	Google Suite for PW	102221(11)				
	011.9019.590110	\$ 377.75	GoToAssist License	102221(11)				
	011.9019.590110	\$ 497.00	Helpdesk Support Software	102221(11)				
	011.9019.596500	\$ 489.27	Lodging	102221(11)				
	011.9019.590110	\$ 265.98	Office 365 Subscription	102221(11)				

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	011.1024.596600	\$ 870.00	Subscription Dues	102221(12)				
	011.1049.520000	\$ 418.00	Supplies	102221(13)				
	011.1031.540000	\$ 115.49	Badge Wallets	102221(14)				
	011.1070.550000	\$ 296.89	Halloween Community Event	102221(14)				
	011.1031.520000	\$ 644.96	Holiday Greeting Cards	102221(14)				
	011.1070.550000	\$ 26.46	Meals / Panel Interview	102221(14)				
	011.1031.596700	\$ 22.85	Membership Dues	102221(14)				
	011.1031.540000	\$ 99.20	Polo Shirts	102221(14)				
	011.1031.596500	\$ 1,126.44	Training / N. Perez	102221(14)				
	011.1031.596700	\$ 226.00	Training / N. Perez	102221(14)				
	011.1031.540000	\$ 161.92	Uniforms	102221(14)				
	011.1070.550000	\$ 946.85	Halloween Community Event	102221(15)				
	011.1049.520000	\$ 2,690.72	Supplies	102221(15)				
	055.9000.550000	\$ 600.00	Advertising	102221(16)				
	055.9000.596600	\$ 197.57	Books & Publications	102221(16)				
	055.8000.596700	\$ 310.00	Training / C. Montoya	102221(16)				
	055.8100.596700	\$ 365.00	Training / C. Montoya	102221(16)				
	020.1084.540000	\$ 167.49	Uniforms	102221(16)				
	055.8000.540000	\$ 352.76	Uniforms	102221(16)				
	011.1003.520000	\$ 85.32	Supplies	102221(17)				
	011.1026.596900	\$ 264.82	Halloween Department Prize	102221(18)				
	011.1026.596900	\$ 457.32	Holiday Greeting Cards	102221(18)				
	011.1026.596905	\$ 137.10	Meals / Panel Interview	102221(18)				

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	011.1070.550000	\$ 347.25	Community Outreach Event	102221(19)				
	020.1084.900000	\$ 1,970.80	SCADA / Electrical Upgrades	102221(19)				
	055.7100.520000	\$ 781.87	Supplies	102221(19)				
	055.9000.596550	\$ 81.99	Cable Service	102221(2)				
	011.1046.520000	\$ 384.71	Supplies	102221(20)				
	011.1043.520000	\$ 679.32	Supplies	102221(21)				
	011.1049.520000	\$ 437.98	Supplies	102221(21)				
	011.1004.596500	\$ 470.00	CSMFO Conference	102221(22)				
	011.1004.596600	\$ 40.00	Financial Times Subscription	102221(22)				
	011.1004.596500	\$ 258.31	Hotels	102221(22)				
	011.1004.596500	\$ 30.67	Meals / Conference	102221(22)				
	011.5031.560000	\$ 66.69	Cable Service	102221(23)				
	011.1031.596550	\$ 14.32	Membership Dues	102221(23)				
	011.1031.520000	\$ 11.50	Supplies	102221(23)				
	055.9000.596700	\$ 460.00	CAPIO Conference / M. Otto	102221(24)				
	055.9000.596700	\$ 38.59	Employee Development & Training	102221(24)				
	055.8000.596700	\$ 265.68	EUSERC Meeting / C. Montoya	102221(24)				
	055.8000.590000	\$ 362.43	Repairs & Maintenance	102221(24)				
	055.9000.520000	\$ 195.10	Supplies	102221(24)				
	055.8000.596700	\$ 365.00	Training / J. Estrada	102221(24)				
	055.8100.596700	\$ 229.00	Training / S. Sharifzadeh	102221(24)				
	011.1060.520000	\$ 90.33	Supplies	102221(25)				
	011.1060.596700	\$ 379.00	Training	102221(25)				

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005594 - US BANK CORPORATE	020.1084.520000	\$ 804.93	Supplies	102221(26)				
	011.1070.550000	\$ 739.68	Halloween Community Event	102221(3)				
	011.1031.596700	\$ 250.00	Training / N. Perez	102221(3)				
	011.1070.550000	\$ 11.05	Career Day Event	102221(4)				
	011.1002.596500	\$ 65.00	City Managers Summit	102221(4)				
	011.1070.550000	\$ 2,747.66	Halloween Community Event	102221(4)				
	011.1002.520000	\$ 100.74	Polo Shirts	102221(4)				
	011.1002.596500	\$ 902.67	Lodging	102221(5)				
	011.199999	\$ 382.16	Supplies	102221(5)				
	011.1002.596500	\$ 672.46	Travel	102221(5)				
	011.1040.596700	\$ 240.00	Annual Membership Dues	102221(6)				
	011.1041.596700	\$ 585.00	Training / A. Rivas	102221(6)				
	011.1041.596700	\$ 265.00	Training / C. Cano	102221(6)				
	011.1041.596700	\$ 195.00	Training / J. Moore	102221(6)				
	011.1041.596700	\$ 585.00	Training / P. Reynoso	102221(6)				
	011.1041.596700	\$ 195.00	Training / R. Garibay	102221(6)				
	011.1041.596700	\$ 195.00	Training / S. Canales	102221(6)				
	011.1041.596700	\$ 633.75	Training / W. Cruz	102221(6)				
	011.199999	\$ 1,380.93	Charges In Review	102221(7)				
	056.5600.520000	\$ 91.01	ERV Supplies	102221(7)				
	011.1023.596600	\$ 67.61	Subscription Dues	102221(8)				
	055.8400.520000	\$ 11.00	Key Repair	102221(9)				
	055.8400.520000	\$ 615.20	Supplies	102221(9)				

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
						12/01/2021	12640	\$ 38,178.36
002190 - OFFICE DEPOT	011.1031.520000	\$ 3.90	Office Supplies	221189440003				
	011.1031.520000	\$ 314.59	Office Supplies	22118944001				
	011.1031.520000	\$ 27.55	Office Supplies	221191247001				
						03/16/2022	12641	\$ 346.04
001617 - UPS	011.1041.520000	\$ 36.00	Period: 03/22	933312102(2)				
	011.9019.520010	\$ 18.02	Period: 03/22	933312102(2)				
						03/16/2022	12642	\$ 54.02
001158 - SOUTH COAST AQMD	055.9190.595200	\$ 9,160.48	2021 Annual Emissions Report: MGS	031122				
						03/17/2022	12643	\$ 9,160.48
TOTAL ELECTRONIC								\$ 9,706,845.77

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER		INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000287 - SWRCB-DWOC	055.9000.596700	\$	80.00	Renewal / Op No. 28029	070122		03/01/2022	608796	\$ 80.00
007323 - 2906 LEONIS BUILDING, LLC	011.1040.400900	\$	746.08	Partial Warehouse Special Parcel Tax	022822		03/02/2022	608797	\$ 746.08
000352 - ALADDIN LOCK & KEY SERVICE	011.1049.520000	\$	12.27	Lock & Key Services	31552		03/02/2022	608798	\$ 12.27
001917 - CENTRAL BASIN WATER ASSOCIATION	020.1084.595200	\$	3,940.15	Title 22 Monitoring	12210004		03/02/2022	608799	\$ 3,940.15
004163 - CENTRAL FORD	011.1046.520000	\$	65.19	Sensor~	C83171	011.0015123			
	011.1046.590000	\$	185.00	Labor to Replace TPMS & Recalibrate	C83171	011.0015123			
	011.1046.520000	\$	6.68	Sales Tax 10.25	C83171		03/02/2022	608800	\$ 256.87
001095 - CHEM PRO LAB, INC	011.1049.590000	\$	314.00	Water Treatment Service	683561		03/02/2022	608801	\$ 314.00
006131 - CONGRUITIVE	055.9100.590110	\$	1,187.50	1. General Hardware rts-asp-acc~	2170	055.0002875			
	055.9100.590110	\$	121.72	Sales Tax 10.25	2170		03/02/2022	608802	\$ 1,309.22
001027 - D&R OFFICE WORKS, INC	055.9000.520000	\$	373.06	Office Furniture	123034IN		03/02/2022	608803	\$ 373.06

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000667 - DA AUTO GROUP, LLC	011.1046.520000	\$ 177.00	Water Pump~	31492	011.0015130			
	011.1046.520000	\$ 19.95	Radiator By-Pass Hose	31492	011.0015130			
	011.1046.520000	\$ 7.74	New Hose Clamps	31492	011.0015130			
	011.1046.520000	\$ 123.75	Anti Freeze	31492	011.0015130			
	011.1046.590000	\$ 720.00	Labor to Install Water Pump & Re-tap	31492	011.0015130			
	011.1046.590000	\$ 7.00	Hazardous Materials	31492	011.0015130			
	011.1046.520000	\$ 33.67	Sales Tax 10.25	31492				
						03/02/2022	608804	\$ 1,089.11
004762 - ENERGY WORLDNET, INC	056.5600.596200	\$ 2,377.00	OQ Renewal~	BD0000482		03/02/2022	608805	\$ 2,377.00
003423 - FACILITIES PROTECTION SYSTEMS	011.1049.590000	\$ 603.00	Preventative Maintenance	72106		03/02/2022	608806	\$ 603.00
000584 - HOAG	011.1026.502031	\$ 30.00	Medical Services / B. Malkenhorst	121321		03/02/2022	608807	\$ 30.00
003122 - J&H AUTO BODY	011.1046.520000	\$ 17.00	Parts	17580	011.0015124			
	011.1046.520000	\$ 200.60	Paint & Material	17580	011.0015124			
	011.1046.590000	\$ 283.20	Paint Labor	17580	011.0015124			
	011.1046.590000	\$ 806.40	Body Shop Labor	17580	011.0015124			
	011.1046.520000	\$ 22.30	Sales Tax 10.25	17580				
						03/02/2022	608808	\$ 1,329.50

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000870 - MAYWOOD CAR WASH	055.8100.570000	\$ 10.00	Car & Truck Wash Services ~	1166	055.0002904	03/02/2022	608809	\$ 10.00
005780 - MONTEBELLO GLASS & MIRROR CO.	011.1048.590000	\$ 342.30	Finished & Installed Double-Pane Window	16784		03/02/2022	608810	\$ 342.30
002617 - OPERATION TECHNOLOGY, INC	055.9100.590110	\$ 7,912.00	ETAP~	69550IN	055.0002941	03/02/2022	608811	\$ 7,912.00
007300 - OROZCO'S AUTO SERVICE INC	011.1046.520000	\$ 20.82	Paint & Hydrochloric Acid	3024565	011.0015083	03/02/2022	608812	\$ 693.95
	011.1046.590000	\$ 671.00	Labor to Acid Flush Out Fuel Tank &	3024565	011.0015083			
	011.1046.520000	\$ 2.13	Sales Tax 10.25	3024565				
004451 - QUALITY JET ROOTER, INC	011.1049.590000	\$ 169.00	Plumbing Maintenance Services	13073		03/02/2022	608813	\$ 169.00
001685 - S&A ENGINE, INC	011.1046.520000	\$ 83.74	Carburator Rebuild Kit	39724	011.0015125	03/02/2022	608814	\$ 511.09
	011.1046.590000	\$ 170.00	Labor to Rebuild Carburator	39724	011.0015125			
	011.1046.520000	\$ 8.58	Sales Tax 10.25	39724				
	011.1046.520000	\$ 225.64	New Carburetor~	50513	011.0015126			
	011.1046.520000	\$ 23.13	Sales Tax 10.25	50513				

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
003775 - SILVA'S PRINTING NETWORK	011.1043.520000	\$ 89.00	Business Cards - Dwight Pierce ~	27381	011.0015166	03/02/2022	608815	\$ 98.12
	011.1043.520000	\$ 9.12	Sales Tax 10.25	27381				
000059 - SO CAL EDISON	055.9100.900000	\$ 30,000.00	Advance Payment for Impact Study~	7590411874		03/02/2022	608816	\$ 30,000.00
006438 - STREAM KIM HICKS WRAGE & ALFAR	011.1024.593200	\$ 6,842.96	Re: Jerry Chavez v. City of Vernon~	21874		03/02/2022	608817	\$ 6,842.96
002358 - TETRA TECH, INC.	011.1049.900000	\$ 3,790.00	Professional Services	51852058		03/02/2022	608818	\$ 3,790.00
006371 - TIREHUB, LLC	011.1046.520000	\$ 295.00	Tires~	25130599	011.0015080	03/02/2022	608819	\$ 331.78
	011.1046.590000	\$ 8.75	State Tire Fee	25130599	011.0015080			
	011.1046.520000	\$ 28.03	Sales Tax 9.5%	25130599				
001847 - TRENCH SHORING COMPANY	011.1043.520000	\$ 3,400.00	Asphalt Patch~	RI20166966	011.0015120	03/02/2022	608820	\$ 3,898.50
	011.1043.520000	\$ 150.00	Freight	RI20166966	011.0015120			
	011.1043.520000	\$ 348.50	Sales Tax 10.25	RI20166966				

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
005296 - UNIFIRST CORPORATION	011.1004.520000	\$ 462.60	Men's Endurance Jacket OE720~	3052519396	011.0015092			
	011.1004.520000	\$ 385.50	Women's Endurance Jacket LOE720~	3052519396	011.0015092			
	011.1004.520000	\$ 86.93	Sales Tax 10.25	3052519396		03/02/2022	608821	\$ 935.03
001399 - VERNON SANITARY SUPPLY CO	011.1049.520000	\$ 769.89	Paper Cups~	W7644000	011.0015159			
	011.1049.520000	\$ 73.14	Sales Tax 10.25	W7644000		03/02/2022	608822	\$ 843.03
007324 - 4623 HAMPTON, LLC	011.1040.400900	\$ 5,065.50	Partial Special Parcel Tax Refund~	030222		03/03/2022	608823	\$ 5,065.50
						03/08/2022	608824	\$ 231.41
001948 - AT&T	055.9190.560010	\$ 231.41	Period: 12/11/21 - 01/10/22	011122				
002000 - ADVANCED FILTRATION CONCEPTS	055.170200	\$ 3,895.00	CT Inlet Air Pre-Filter	18991		03/08/2022	608825	\$ 3,895.00
002308 - ASBURY ENVIRONMENTAL SERVICES	055.170200	\$ 465.00	Disposal Services	I50000781700				
	055.170200	\$ 2,232.90	Disposal Services	I50000785575		03/08/2022	608826	\$ 2,697.90
001948 - AT&T	055.170200	\$ 228.18	Period: 11/27/21 to 12/26/21	121121		03/08/2022	608827	\$ 228.18

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
001717 - AUL PIPE TUBING & STEEL, INC	055.170200	\$ 1,786.49	Seamless Pipe	157138		03/08/2022	608828	\$ 1,786.49
007315 - BRAND SCAFFOLD SERVICES, INC	055.170200	\$ 6,387.76	Scaffold Services	14BK31829		03/08/2022	608829	\$ 6,387.76
007325 - BRANDSAFWAY SERVICES LLC 72	055.170200	\$ 911.66	Scaffolding	6072-D126225				
	055.170200	\$ 177.77	Scaffolding	72R126112		03/08/2022	608830	\$ 1,089.43
003006 - CITY OF VERNON	055.170200	\$ 96,033.04	Water Service~	2902731				
	055.170200	\$ 249.20	Water Services ~	2902732				
	055.170200	\$ 1,664.39	Water Services~	2902845		03/08/2022	608831	\$ 97,946.63
007326 - COSCO FIRE PROTECTION, INC	055.170200	\$ 120.00	Quarterly Monitoring	1000544716				
	055.170200	\$ 1,320.00	Semi-Annual Inspection	1000545261				
	055.170200	\$ 1,187.55	Annual Fire Pump Inspection Repairs	1000545577		03/08/2022	608832	\$ 2,627.55
000310 - CRAIG WELDING SUPPLY, CO	055.170200	\$ 50.72	Welding Supplies	642961		03/08/2022	608833	\$ 50.72

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
007273 - D2 INDUSTRIAL SERVICES, LLC	055.170200	\$ 8,278.00	Steam Drum Piping	70454D1		03/08/2022	608834	\$ 8,278.00
007327 - DIRECT DISPOSAL	055.170200	\$ 745.00	Disposal Services	157811		03/08/2022	608835	\$ 745.00
002940 - GEORGE T. HALL CO, INC	055.170200	\$ 6,135.01	Replacement Fireye Scanner System	AR107108		03/08/2022	608836	\$ 6,135.01
001712 - GRAINGER, CO	055.170200	\$ 148.30	Supplies	9146483939		03/08/2022	608837	\$ 1,416.47
	055.170200	\$ 1,268.17	Supplies	9148337877				
001355 - HACH COMPANY	055.170200	\$ 261.54	Pocket Colorimeters	12740686		03/08/2022	608838	\$ 261.54
001552 - HOME DEPOT CREDIT SERVICES	055.170200	\$ 2,199.50	Small Tools & Plumbing Hardware	121321		03/08/2022	608839	\$ 2,199.50
007328 - UC FACTORS	055.170200	\$ 1,145.00	Drive Repair	1114053F		03/08/2022	608840	\$ 1,145.00
007329 - J&S CIRCUIT BREAKERS, INC	055.170200	\$ 273.76	Supplies	82756		03/08/2022	608841	\$ 273.76

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
007330 - KESTREL POWER ENGINEERING, LLC	055.170200	\$ 3,359.75	Professional Services	241758				
	055.170200	\$ 6,888.38	Professional Services	250359				
						03/08/2022	608842	\$ 10,248.13
001150 - MCMASTER-CARR SUPPLY COMPANY	055.170200	\$ 133.81	Hardware Supplies	50541021				
	055.170200	\$ 22.25	Hardware Supplies	50549646				
	055.170200	\$ 296.71	Hardware Supplies	50663499				
	055.170200	\$ 113.70	Hardware Supplies	50669949				
	055.170200	\$ 615.61	Hardware Supplies	67744136				
	055.170200	\$ 65.97	Hardware Supplies	69634457				
						03/08/2022	608843	\$ 1,248.05
007280 - MESA ENVIRONMENTAL SERVICES, I	055.170200	\$ 2,624.86	Disposal Services	22472				
						03/08/2022	608844	\$ 2,624.86
004612 - MISTRAS - IMPRO	055.170200	\$ 2,388.70	TESTING SERVICES	CD11293725		03/08/2022	608845	\$ 2,388.70
007321 - NALCO COMPANY LLC	055.170200	\$ 214.19	Monthly Chemical Usage	6670176056				
	055.170200	\$ 24,309.71	Phosphoric Acid Solution	6670187381				
						03/08/2022	608846	\$ 24,523.90

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER		INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
007252 - PURE PROCESS FILTRATION, INC	055.170200	\$	5,224.95	Polypopylene Melt Blown Filter	73212				
	055.170200	\$	1,626.15	Hypro Filter Element	73723				
							03/08/2022	608847	\$ 6,851.10
007332 - READYFRESH	055.170200	\$	746.71	Drinking Water Service	11L0030673719				
							03/08/2022	608848	\$ 746.71
002056 - RHINO CONSTRUCTION SERVICES	055.170200	\$	3,540.00	Preventive Maintenance Testing	20211267				
	055.170200	\$	8,240.00	Preventive Maintenance Testing	20211268				
							03/08/2022	608849	\$ 11,780.00
007317 - SCHROEDER VALVE & REPAIR INC	055.170200	\$	8,844.13	Supplies	23115				
	055.170200	\$	1,950.00	Control Valve	23126				
							03/08/2022	608850	\$ 10,794.13
007294 - TDE	055.170200	\$	40,500.00	Install Iris Partial Discharge	250320054				
							03/08/2022	608851	\$ 40,500.00
007275 - TOTAL-WESTERN, INC	055.170200	\$	1,279.80	HP Steam Drum Piping Replacement	343900				
	055.170200	\$	11,234.70	LP Steam Drum Piping Replacement	344136				
	055.170200	\$	11,396.22	HP Steam Drum Piping Replacement	344137				
	055.170200	\$	1,203.40	HP Steam Drum Piping Replacement	344201				
	055.170200	\$	4,044.15	Hp Steam Drum Piping Replacement	344576				
							03/08/2022	608852	\$ 29,158.27

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER		INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
007331 - TURBINE REPAIR SERVICES LLC	055.170200	\$	3,596.44	Turbine Valve Repack	0086491IN		03/08/2022	608853	\$ 3,596.44
007336 - DONNA AGGERS	011.1031.596500	\$	227.04	CentralSquare - ENGAGE - Orlando 2022	030122		03/10/2022	608854	\$ 227.04
004026 - AIRWAVE COMMUNICATIONS ENTERPR	011.1046.520000	\$	560.37	All Relays, Wires, Mounting Brackets &	13416	011.0015127			
	011.1046.590000	\$	1,339.00	Labor to Install Lightbar & Lights	13416	011.0015127			
	011.1046.520000	\$	56.04	Sales Tax 10.00	13416				
	011.1046.520000	\$	534.91	2 Front & Rear Facing Lights, Strobes,	13417	011.0015128			
	011.1046.590000	\$	1,874.60	Labor~	13417	011.0015128			
	011.1046.520000	\$	53.49	Sales Tax 10.00	13417		03/10/2022	608855	\$ 4,418.41
001948 - AT&T	011.9019.590110	\$	1,979.40	Period: 10/19/21 - 11/18/21	4869027601				
	011.9019.590110	\$	1,962.40	Period: 01/19/22 - 02/18/22	8814368606				
	011.9019.590110	\$	1,962.40	Period: 12/19/21 - 01/18/22	9888147604		03/10/2022	608856	\$ 5,904.20
002889 - AT&T MOBILITY	011.9019.560010	\$	46.23	Period: 12/09/21 - 01/08/22	832776480X01116 2022		03/10/2022	608857	\$ 46.23

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
004448 - BATTERY SYSTEMS, INC	011.1046.520000	\$ 279.83	Vehicle Batteries~	7355045	011.0014856			
	011.1046.520000	\$ 825.07	Vehicle Batteries~	7369324	011.0014856			
						03/10/2022	608858	\$ 1,104.90
006054 - BEARCOM	011.9019.520010	\$ 535.57	Maintenance & Repair	5295931		03/10/2022	608859	\$ 535.57
007170 - BIO-ONE LONG BEACH	011.1031.594200	\$ 314.00	Hazardous Waste Cleaning	1219		03/10/2022	608860	\$ 314.00
005366 - BLACK & WHITE EMERGENCY VEHICL	011.1031.850000	\$ 10,979.37	Complete Patrol Unit Emergency	4379	011.0015086			
	011.1031.850000	\$ 3,360.00	Labor Charge~	4379	011.0015086			
	011.1031.850000	\$ 298.35	Freight	4379	011.0015086			
	011.1031.850000	\$ 1,125.39	Sales Tax 10.25	4379				
						03/10/2022	608861	\$ 15,763.11
004935 - CAINE & WEINER COMPANY, INC	011.1033.467100	\$ 52.90	Collection Services	667537				
	011.1033.467100	\$ 306.90	Collection Services	675475				
						03/10/2022	608862	\$ 359.80

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
004163 - CENTRAL FORD	011.1046.520000	\$ 191.84	Auto Parts~	385065	011.0014859			
	011.1046.520000	\$ 45.40	Auto Parts~	385231	011.0014859			
	011.1046.520000	\$ 349.40	Auto Parts~	385305	011.0014859			
	011.1046.520000	\$ 303.46	Auto Parts~	385307	011.0014859			
	011.1046.520000	\$ 267.25	Auto Parts~	385331	011.0014859			
	011.1046.520000	\$ -349.40	Auto Parts~	385351	011.0014859			
	011.1046.520000	\$ 202.59	Auto Parts~	385372	011.0014859			
	011.1046.520000	\$ 89.88	Auto Parts~	385408	011.0014859			
	011.1046.520000	\$ 132.99	Auto Parts~	385423	011.0014859			
	011.1046.520000	\$ 357.21	Auto Parts~	385436	011.0014859			
	011.1046.520000	\$ 180.46	Auto Parts~	385645	011.0014859			
	011.1046.520000	\$ 411.46	Auto Parts~	385652	011.0014859			
	011.1046.520000	\$ 258.17	Auto Parts~	386022	011.0014859			
	011.1046.520000	\$ 77.49	Auto Parts~	386033	011.0014859			
	011.1046.520000	\$ 243.39	Auto Parts~	386092	011.0014859			
						03/10/2022	608863	\$ 2,761.59
000038 - CROSS, JEREMY	011.1031.596500	\$ 85.96	Less Lethal Instructor's Course	020922		03/10/2022	608864	\$ 85.96
006191 - DATA TICKET, INC	011.1031.594200	\$ 406.13	Parking Citation Processing Services	134552		03/10/2022	608865	\$ 406.13
006696 - FACTORY MOTOR PARTS	011.1046.520000	\$ 332.34	Auto Parts~	109738586	011.0014862	03/10/2022	608866	\$ 332.34

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
005825 - FRONTIER	011.9019.560010	\$ 55.47	Period: 01/16/22 - 02/15/22	011622		03/10/2022	608867	\$ 55.47
000399 - GARVEY EQUIPMENT COMPANY	011.1046.520000	\$ 306.36	Auto Parts & Accessories~	143762	011.0014858	03/10/2022	608868	\$ 306.36
007107 - GEOTAB USA, INC	011.1046.590000	\$ 750.50	GPS ProPlus Plan	IN298989		03/10/2022	608869	\$ 750.50
001346 - HAAKER EQUIPMENT COMPANY	011.1046.520000	\$ 640.00	Segment Brushes~	C78240	011.0015131	03/10/2022	608870	\$ 770.80
	011.1046.520000	\$ 70.00	Freight	C78240	011.0015131			
	011.1046.520000	\$ 60.80	Sales Tax 9.5%	C78240				
000280 - HARPER & ASSOCIATES ENGINEERIN	020.1084.900000	\$ 16,856.00	Coating Inspection Services	ENG7641		03/10/2022	608871	\$ 16,856.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
004143 - INTERWEST CONSULTING GROUP, IN	011.1041.595200	\$ 5,521.02	Building & Safety Plan Review~	70186				
	011.1041.595200	\$ 1,178.60	Building & Safety Plan Review~	71197				
	011.1041.595200	\$ 3,773.36	Building & Safety Plan Review~	71589				
	011.1041.595200	\$ 15,760.81	Building & Safety Plan Review~	71991				
	011.1041.595200	\$ 333.60	Building & Safety Plan Review~	71992				
	011.1041.595200	\$ 3,017.50	Building & Safety Plan Review~	71993				
	011.1041.595200	\$ 1,245.12	Building & Safety Plan Review~	72976				
	011.1041.595200	\$ 344.34	Building & Safety Plan Review~	73677				
	011.1041.595200	\$ 1,367.20	Building & Safety Plan Review~	73681				
	011.1041.595200	\$ 2,945.00	Building & Safety Plan Review~	73682				
	011.1041.595200	\$ 383.60	Building & Safety Plan Review~	74407				
	011.1041.595200	\$ 7,362.50	Building & Safety Plan Review~	74408				
	011.1041.595200	\$ 2,572.73	Building & Safety Plan Review~	75014				
	011.1041.595200	\$ 6,150.00	Building & Safety Plan Review~	75063				
	011.1041.595200	\$ 400.00	Building & Safety Plan Review~	76176				
	011.1041.595200	\$ 11,124.53	Building & Safety Plan Review~	76177				
	011.1041.595200	\$ 125.00	Building & Safety Plan Review~	76178				
						03/10/2022	608872	\$ 63,604.91
000829 - IRON MOUNTAIN	011.9019.560010	\$ 350.29	Offsite Backup Tape Storage	202480412				
						03/10/2022	608873	\$ 350.29

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
006567 - LACHER, DONALD	011.1031.596200	\$ 1,200.00	Background Investigation	2022VN001		03/10/2022	608874	\$ 1,200.00
003272 - LANGUAGE LINE SERVICES, INC	011.1031.594200	\$ 116.91	Interpretation Services	10469605		03/10/2022	608875	\$ 116.91
003908 - LOPEZ & LOPEZ TIRE SERVICE	011.1046.520000	\$ 726.20	Tires, Accessories & Repairs~	4994	011.0014863			
	011.1046.520000	\$ 707.80	Tires, Accessories & Repairs~	5005	011.0014863			
	011.1046.520000	\$ 248.12	Tires, Accessories & Repairs~	5040	011.0014863			
	011.1046.590000	\$ 18.00	Labor	5065	011.0014863			
						03/10/2022	608876	\$ 1,700.12
006203 - MRC SMART TECHNOLOGY SOLUTIONS	011.9019.590110	\$ 1,255.61	Managed Print Services	IN2498126		03/10/2022	608877	\$ 1,255.61

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000309 - NAPA AUTO PARTS	011.1046.520000	\$ 715.02	Auto Parts & Accessories~	120394	011.0014864			
	011.1046.520000	\$ 108.05	Auto Parts & Accessories~	123109	011.0014864			
	011.1046.520000	\$ 13.13	Auto Parts & Accessories~	123498	011.0014864			
	011.1046.520000	\$ 43.75	Auto Parts & Accessories~	123501	011.0014864			
	011.1046.520000	\$ 180.02	Auto Parts & Accessories~	124345	011.0014864			
	011.1046.520000	\$ 394.07	Auto Parts & Accessories~	124379	011.0014864			
	011.1046.520000	\$ 427.04	Auto Parts & Accessories~	124408	011.0014864			
	011.1046.520000	\$ 11.69	Auto Parts & Accessories~	124411	011.0014864			
	011.1046.520000	\$ -201.47	Auto Parts & Accessories~	124505	011.0014864			
	011.1046.520000	\$ 258.54	Auto Parts & Accessories~	125264	011.0014864			
	011.1046.520000	\$ 2.49	Auto Parts & Accessories~	125329	011.0014864			
	011.1046.520000	\$ 8.98	Auto Parts & Accessories~	125670	011.0014864			
	011.1046.520000	\$ 2.89	Auto Parts & Accessories~	125673	011.0014864			
	011.1046.520000	\$ 71.07	Auto Parts & Accessories~	126311	011.0014864			
	011.1046.520000	\$ 86.22	Auto Parts & Accessories~	126445	011.0014864			
	011.1046.520000	\$ 297.83	Auto Parts & Accessories~	126631	011.0014864			
						03/10/2022	608878 \$	2,419.32
007254 - ONYX PAVING COMPANY, INC	011.1043.900000	\$ 94,928.75	Progress Payment# 1	013122				
	011.1043.900000	\$ 5,346.60	Progress Payment #2	021822				
						03/10/2022	608879 \$	100,275.35

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
005934 - O'REILLY AUTO PARTS	011.1046.520000	\$ 61.06	Auto Parts & Accessories~	3049386359	011.0014860			
	011.1046.520000	\$ 15.12	Auto Parts & Accessories~	3049387619	011.0014860			
	011.1046.520000	\$ 7.60	Auto Parts & Accessories~	3049388540	011.0014860			
	011.1046.520000	\$ 23.50	Auto Parts & Accessories~	3049388575	011.0014860			
	011.1046.520000	\$ 55.78	Auto Parts & Accessories~	3049389627	011.0014860			
	011.1046.520000	\$ 321.29	Auto Parts & Accessories~	3049389632	011.0014860			
						03/10/2022	608880	\$ 484.35
005762 - PFT-ALEXANDER, INC	056.5600.900000	\$ 4,533.00	Dresser ~	107100	056.0000660			
	056.5600.900000	\$ 464.63	Sales Tax 10.25	107100				
						03/10/2022	608881	\$ 4,997.63
005616 - PG&E	056.5600.596700	\$ 603.31	Training Services	80628530		03/10/2022	608882	\$ 603.31
006612 - QUALIFIED MOBILE, INC	011.1046.590000	\$ 900.00	Car Wash Services	293401		03/10/2022	608883	\$ 900.00
006956 - QUANTUM QUALITY CONSULTING, IN	011.1043.595200	\$ 1,320.00	Traffic Engineering Services	VE21016				
	011.1043.596200	\$ 360.00	Traffic Engineering Services	VE22003				
	011.1043.595200	\$ 860.00	Traffic Engineering Services	VE22004				
						03/10/2022	608884	\$ 2,540.00
006870 - SALDANA, CARLOS	011.1031.596500	\$ 85.96	Less Lethal Instructor's Course	020922(2)		03/10/2022	608885	\$ 85.96

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
001017 - SPRINT	011.9019.560010	\$ 33.94	Period: 10/02/21 - 11/01/21	677975318240				
	011.9019.560010	\$ 33.94	Period: 11/02/21 - 12/01/21	677975318241				
	011.9019.560010	\$ 33.83	Period: 12/02/21 - 01/01/22	677975318242				
	011.9019.560010	\$ 33.96	Period: 01/02/22 - 02/01/22	677975318243				
						03/10/2022	608886	\$ 135.67
000838 - STANCIL CORPORATION	011.9019.590110	\$ 8,378.00	PD Phone Recording System	11244		03/10/2022	608887	\$ 8,378.00
000191 - STATE STREET LAUNDRY	011.1031.520000	\$ 9.90	Laundry Services~	11286	011.0014922			
	011.1031.520000	\$ 9.90	Laundry Services~	11287	011.0014922			
	011.1031.520000	\$ 4.50	Laundry Services~	11288	011.0014922			
	011.1031.520000	\$ 6.30	Laundry Services~	11289	011.0014922			
						03/10/2022	608888	\$ 30.60
005419 - SUPERIOR CT OF CAL OF LA	011.1031.594200	\$ 1,634.50	Parking Citations 01/22	020622		03/10/2022	608889	\$ 1,634.50
000141 - THOMSON REUTERS - WEST	011.1024.596600	\$ 237.35	Software Subscription Charges	845948959				
	011.1031.596200	\$ 1,276.60	Software Subscription Charges	845968165				
	011.1060.596600	\$ 1,071.63	Software Subscription Charges	846021212				
						03/10/2022	608890	\$ 2,585.58

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
006371 - TIREHUB, LLC	011.1046.520000	\$ 325.60	Trailer Tires~	25743921	011.0015132			
	011.1046.590000	\$ 7.00	Ca. Tire Fee	25743921	011.0015132			
	011.1046.520000	\$ 30.94	Sales Tax 9.5%	25743921				
	011.1046.520000	\$ 249.34	Tires~	25790424	011.0015135			
	011.1046.590000	\$ 3.50	CA. Tire Fee	25790424	011.0015135			
	011.1046.520000	\$ 23.69	Sales Tax 9.5%	25790424				
						03/10/2022	608891	\$ 640.07
005030 - UNITED STEEL FENCE COMPANY	055.8400.590000	\$ 1,890.00	Fencing & Repairs	19675				
						03/10/2022	608892	\$ 1,890.00
001481 - VERIZON WIRELESS	055.9000.560010	\$ 796.84	Period: 10/24/21 - 11/23/21	9893601078				
	011.9019.560010	\$ 897.32	Period: 12/11/21 - 12/10/22	9896969348				
						03/10/2022	608893	\$ 1,694.16
001481 - VERIZON BUSINESS SERVICES	011.9019.560010	\$ 589.95	Period: 08/21	71952930				
	011.9019.560010	\$ 579.31	Period: 12/21	72088482				
						03/10/2022	608894	\$ 1,169.26
000051 - AMERICAN WATER WORKS ASSOC	020.1084.596550	\$ 2,443.00	Membership Dues~	7001999204				
						03/17/2022	608895	\$ 2,443.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
006308 - ANAYA SERVICE CENTER	011.1046.520000	\$ 6.95	Oil Filter~	36108	011.0015139			
	011.1046.520000	\$ 12.48	Seal~	36108	011.0015139			
	011.1046.520000	\$ 20.93	Gasket~	36108	011.0015139			
	011.1046.520000	\$ 7.90	Seal~	36108	011.0015139			
	011.1046.520000	\$ 18.95	Gasket~	36108	011.0015139			
	011.1046.520000	\$ 15.95	Gasket~	36108	011.0015139			
	011.1046.520000	\$ 142.95	Water Pump~	36108	011.0015139			
	011.1046.520000	\$ 26.95	Drive Belt~	36108	011.0015139			
	011.1046.520000	\$ 54.95	ACC Belt Tensioner~	36108	011.0015139			
	011.1046.520000	\$ 21.95	Oil Sender~	36108	011.0015139			
	011.1046.520000	\$ 23.95	Guide~	36108	011.0015139			
	011.1046.520000	\$ 51.90	Anti freeze~	36108	011.0015139			
	011.1046.520000	\$ 21.00	Motor Oil	36108	011.0015139			
	011.1046.590000	\$ 640.00	Labor	36108	011.0015139			
	011.1046.520000	\$ 43.75	Sales Tax 10.25	36108				
						03/17/2022	608896	\$ 1,110.56
007339 - ASHER FABRICS CONCEPTS	055.7200.596702	\$ 4,207.88	Customer Incentive Program	031422		03/17/2022	608897	\$ 4,207.88
007122 - ATLAS PLANNING SOLUTIONS	011.1003.594000	\$ 6,377.00	Consulting Services for Local Hazard	1347		03/17/2022	608898	\$ 6,377.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
005078 - BURKE, WILLIAMS & SORENSEN, LL	011.1024.593200	\$ 32.50	Re: Martines, Ismael v. City of Vernon,	251558				
	011.1024.593200	\$ 2,778.50	Re: General~	281294				
	011.1024.593200	\$ 155.00	Re: Martines, Ismael v. City of Vernon,	281295				
	011.1024.593200	\$ 5,379.00	Re: Sanchez, Christina v. State of	281296				
	011.1024.593200	\$ 71.94	Re: Sanchez, Christina v. State of	281562				
						03/17/2022	608899	\$ 8,416.94
007100 - CEDRO CONSTRUCTION, INC	020.1084.900000	\$ 53,048.80	Final Payment~	011422				
						03/17/2022	608900	\$ 53,048.80
006972 - CLIFTONLARSONALLEN, LLP	011.1004.595200	\$ 15,710.00	Auditing Services	3137829				
						03/17/2022	608901	\$ 15,710.00
003088 - CLINICAL LAB OF SAN BERNARDINO	020.1084.595200	\$ 1,221.00	Water Quality Testing & Reporting	2101360VERN				
	020.1084.595200	\$ 726.00	Water Quality Testing & Reporting	2200253VERN				
						03/17/2022	608902	\$ 1,947.00
000988 - COMPRESSED AIR SPECIALTIES INC	055.8400.590000	\$ 38.43	Maintenance & Repairs	39174				
						03/17/2022	608903	\$ 38.43

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER		INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
001336 - CURRENT WHOLESALE ELECTRIC SUP	020.1084.900000	\$	3,292.15	Electrical & Hardware Supplies~	271565	011.0014875			
	020.1084.900000	\$	1,114.30	Electrical & Hardware Supplies~	271566	011.0014875			
	020.1084.520000	\$	420.76	Electrical & Hardware Supplies~	271831	011.0014875			
	020.1084.900000	\$	2,632.88	Electrical & Hardware Supplies~	271832	011.0014875			
	020.1084.900000	\$	1,369.08	Electrical & Hardware Supplies~	271833	011.0014875			
							03/17/2022	608904	\$ 8,829.17
006717 - RONIT DAHAN-EDRY	011.1048.596200	\$	100.00	Attendance Stipend~	031022		03/17/2022	608905	\$ 100.00
007145 - DUNCAN WEINBERG GENZER	055.9000.596200	\$	2,989.00	Professional Services~	36011LSG				
	055.9000.596200	\$	294.00	Professional Services~	36012LSG				
							03/17/2022	608906	\$ 3,283.00
007253 - EBS GENERAL ENGINEERING, INC	011.1043.900000	\$	68,126.59	ADA Improvements at Intersection of	55679N		03/17/2022	608907	\$ 68,126.59
001926 - F GAVINA & SONS, INC	011.1049.520000	\$	3,280.00	Coffee~	4213493	011.0015171	03/17/2022	608908	\$ 3,280.00
006925 - FLEETCREW, INC	011.1046.590000	\$	135.00	Opacity Test	2739		03/17/2022	608909	\$ 135.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000997 - FORD OF MONTEBELLO	011.1046.520000	\$ 75.40	Seperator Assembly~	FOCS245076	011.0015136			
	011.1046.520000	\$ 23.29	Element Kit~	FOCS245076	011.0015136			
	011.1046.520000	\$ 16.83	Motorcraft SAE~	FOCS245076	011.0015136			
	011.1046.520000	\$ 51.82	Motorcraft SAE~	FOCS245076	011.0015136			
	011.1046.520000	\$ 79.21	Tube Outlet~	FOCS245076	011.0015136			
	011.1046.520000	\$ 22.01	13005A SMPL GRN	FOCS245076	011.0015136			
	011.1046.520000	\$ 6.38	Shampoo Engine Degreaser	FOCS245076	011.0015136			
	011.1046.520000	\$ 2,413.50	Labor	FOCS245076	011.0015136			
	011.1046.520000	\$ 28.18	Sales Tax 10.25	FOCS245076				
						03/17/2022	608910	\$ 2,716.62
005442 - LILIA HERNANDEZ	011.1026.596200	\$ 52.00	Reimb. Live Scan	031522		03/17/2022	608911	\$ 52.00
004460 - J&S STRIPING CO, INC	011.1043.590000	\$ 46,707.70	Citywide Striping & Pavement Markings	11609		03/17/2022	608912	\$ 46,707.70
007338 - KAREN KANE INC	055.7200.596702	\$ 8,604.98	Customer Incentive Program	031422		03/17/2022	608913	\$ 8,604.98
004122 - KIMBALL MIDWEST	011.1046.520000	\$ 1,403.88	Nuts, bolts, Washers, Lock Washers 9/16	9675558	011.0015134			
	011.1046.520000	\$ 143.90	Sales Tax 10.25	9675558				
						03/17/2022	608914	\$ 1,547.78
007334 - LEADERGOV, LLC	011.1002.596500	\$ 700.00	Succession Planning Workshop	1085		03/17/2022	608915	\$ 700.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000870 - MAYWOOD CAR WASH	011.1031.570000	\$ 146.00	Car & Truck Wash Services ~	1171	011.0014948	03/17/2022	608916	\$ 146.00
003493 - NATIONAL SIGNAL, INC	011.1046.520000	\$ -6,298.91	Credit for Returns ~	35932CMCM				
	011.1046.520000	\$ 8,827.40	Arrowboards~	36947IN	011.0015098			
	011.1046.520000	\$ 904.81	Sales Tax 10.25	36947IN				
	011.1046.520000	\$ 1,228.50	Plexiglass Window Sheets~	37186IN	011.0015122			
	011.1046.520000	\$ 125.93	Sales Tax 10.25	37186IN		03/17/2022	608917	\$ 4,787.73
006715 - JORGE L. NEVAREZ JR	011.1048.596200	\$ 100.00	Attendance Stipend~	031022		03/17/2022	608918	\$ 100.00
006185 - NEWGEN STRATEGIES & SOLUTIONS,	056.5600.595200	\$ 2,504.20	Financial Support & Business ~	12525				
	056.5600.596200	\$ 790.80	Financial Support & Business ~	12525				
	056.5600.595200	\$ 2,604.90	Financial Support & Business ~	12656				
	056.5600.596200	\$ 822.60	Financial Support & Business ~	12656		03/17/2022	608919	\$ 6,722.50
006586 - OCCUPATIONAL HEALTH CENTERS OF	011.1026.597000	\$ 294.00	Medical Services	74558140		03/17/2022	608920	\$ 294.00
001943 - PLUMBING & INDUSTRIAL SUPPLY	020.1084.520000	\$ 17.79	Plumbing Hardware & Supplies~	S1260256001	011.0014892	03/17/2022	608921	\$ 17.79

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
001514 - POWER DESIGN	011.9019.520010	\$ 1,340.00	Batteries~	41880	011.0015153			
	011.9019.520010	\$ 212.00	Batteries~	41880	011.0015153			
	011.9019.520010	\$ 730.00	Power Design On-site Maintenance. ~	41880	011.0015153			
	011.9019.520010	\$ 147.44	Sales Tax 9.5%	41880				
						03/17/2022	608922	\$ 2,429.44
006612 - QUALIFIED MOBILE, INC	011.1046.590000	\$ 1,057.50	Car Wash Services	293638		03/17/2022	608923	\$ 1,057.50
007337 - ASHLEY REVELES	011.1026.596200	\$ 52.00	Reimb. Live Scan	030822		03/17/2022	608924	\$ 52.00
001685 - S&A ENGINE, INC	011.1046.520000	\$ 421.35	Parts Ignition Module~	39741	011.0015133			
	011.1046.590000	\$ 285.00	Labor to Repair Unit	39741	011.0015133			
	011.1046.520000	\$ 43.19	Sales Tax 10.25	39741				
						03/17/2022	608925	\$ 749.54
007057 - SDI PRESENCE, LLC	011.9019.595210	\$ 12,687.50	Professional Services Rendered~	8276				
	011.9019.595210	\$ 16,625.00	Professional Services Rendered~	8578				
						03/17/2022	608926	\$ 29,312.50
001845 - SECURITY PAVING COMPANY, INC	020.1084.520000	\$ 33.69	Crush Base Material~	37329	011.0014893			
	020.1084.520000	\$ 34.54	Crush Base Material~	37385	011.0014893			
	020.1084.520000	\$ 70.15	Crush Base Material~	37705	011.0014893			
						03/17/2022	608927	\$ 138.38

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000171 - SHOETERIA	055.9190.540000	\$ 143.87	Steel Toe Work Boots~	29117IN	055.0002886			
	055.9000.540000	\$ 119.06	Steel Toe Work Boots~	29278IN	055.0002886			
	055.9100.540000	\$ 124.02	Steel Toe Work Boots~	29279IN	055.0002886			
	055.9000.540000	\$ 94.25	Steel Toe Work Boots~	29280IN	055.0002886			
	011.1043.520000	\$ 200.00	Steel Toe Work Boots~	29639IN	011.0015017			
						03/17/2022	608928	\$ 681.20
003775 - SILVA'S PRINTING NETWORK	055.8100.520000	\$ 89.00	Business Cards ~	27377	055.0002928			
	055.8100.520000	\$ 9.12	Sales Tax 10.25	27377				
	011.1026.520000	\$ 79.00	Business Cards~	27409	011.0015161			
	011.1026.520000	\$ 8.10	Sales Tax 10.25	27409				
						03/17/2022	608929	\$ 185.22
000059 - SO CAL EDISON	055.9100.464000	\$ 7,590.00	Joint Pole, Salvage Equipment, &	7501330772				
						03/17/2022	608930	\$ 7,590.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
006985 - TERMINIX COMMERCIAL	011.1048.590000	\$ 65.00	Pest Control 07/21~	410376475				
	011.1049.590000	\$ 130.00	Pest Control 09/21~	412707665				
	011.1048.590000	\$ 80.00	Pest Control 11/21~	414545113				
	011.1048.590000	\$ 65.00	Pest Control 11/21~	414545588				
	011.1048.590000	\$ 75.00	Pest Control 11/21~	414545764				
	011.1049.590000	\$ 130.00	Pest Control 11/21~	414755005				
	011.1049.590000	\$ 65.00	Pest Control 12/21~	415599723				
	011.1048.590000	\$ 65.00	Pest Control 10/21~	415599784				
	011.1049.590000	\$ 65.00	Pest Control 01/22~	416496916				
	011.1049.590000	\$ 84.00	Pest Control 01/22~	416497104				
	011.1048.590000	\$ 65.00	Pest Control 01/22~	416497186				
	011.1048.590000	\$ 65.00	Pest Control 01/22~	416497264				
	011.1048.590000	\$ 75.00	Pest Control 10/21~	416497348				
	011.1049.590000	\$ 65.00	Pest Control 01/22~	416497472				
	011.1048.590000	\$ 80.00	Pest Control 09/21~	416497616				
	011.1049.590000	\$ 65.00	Pest Control 01/22~	416715508				
	011.1048.590000	\$ 85.00	Pest Control 02/28~	417650900				
	011.1049.590000	\$ 84.00	Pest Control 0228~	417651054				
	011.1049.590000	\$ 69.00	Pest Control 02/22~	417651125				
	011.1048.590000	\$ 69.00	Pest Control 0222~	417651180				
	011.1048.590000	\$ 69.00	Pest Control 02/22~	417651349				
	011.1048.590000	\$ 80.00	Pest Control 02/22~	417651421				
	011.1049.590000	\$ 142.00	Pest Control 02/22~	417702010				

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
						03/17/2022	608931	\$ 1,837.00
006371 - TIREHUB, LLC	011.1046.520000	\$ 1,010.20	Tires~	25880975	011.0015141			
	011.1046.590000	\$ 8.75	California Fee	25880975	011.0015141			
	011.1046.520000	\$ 95.97	Sales Tax 9.5%	25880975				
	011.1046.520000	\$ 675.00	Tires~	25896286	011.0015140			
	011.1046.590000	\$ 8.75	Tire Fee	25896286	011.0015140			
	011.1046.520000	\$ 64.13	Sales Tax 9.5%	25896286				
						03/17/2022	608932	\$ 1,862.80
000282 - TRI-CITY MUTUAL WATER COMPANY	011.1033.560000	\$ 225.00	Hydrant	010122				
	011.1033.560000	\$ 225.00	Hydrant	020122				
	011.1033.560000	\$ 225.00	Hydrant	030122				
	011.1033.560000	\$ 225.00	Hydrant	120121				
						03/17/2022	608933	\$ 900.00
005030 - UNITED STEEL FENCE COMPANY	055.8400.590000	\$ 1,986.00	Fencing & Repairs	19679				
						03/17/2022	608934	\$ 1,986.00
000353 - V&V MANUFACTURING, INC	011.4031.540000	\$ 5,184.15	Vernon Police 9/11 Anniversary Badges.	53490REVISED	011.0014978			
	011.4031.540000	\$ -492.49	Adjustment	53490REVISED	011.0014978			
	011.4031.540000	\$ 492.49	Sales Tax 9.5%	53490REVISED				
						03/17/2022	608935	\$ 5,184.15

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000317 - WEST COAST ARBORISTS, INC	011.1043.590000	\$ 1,080.00	Urban Forest Management Services	183095		03/17/2022	608936	\$ 1,080.00
006716 - MARLENE ELSA YBARRA	011.1048.596200	\$ 100.00	Attendance Stipend~	031022		03/17/2022	608937	\$ 100.00
TOTAL EARLY CHECKS								\$ 910,045.37

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 84
APRIL 5, 2022**

RECAP BY FUND

FUND	ELECTRONIC TOTAL	EARLY CHECK TOTAL	WARRANT TOTAL	GRAND TOTALS
011 - GENERAL	\$ 1,998,804.94	\$ 457,608.27	\$ 0.00	\$ 2,456,413.21
020 - WATER	628,292.44	87,220.29	0.00	715,512.73
055 - LIGHT & POWER	6,129,977.60	350,516.37	0.00	6,480,493.97
056 - NATURAL GAS	912,179.28	14,700.44	0.00	926,879.72
057 - FIBER OPTIC	37,591.51	0.00	0.00	37,591.51
GRAND TOTAL	\$ 9,706,845.77	\$ 910,045.37	\$ 0.00	\$ 10,616,891.14

TOTAL CHECKS TO BE PRINTED 0

City Council Agenda Item Report

Submitted by: Cynthia Cano
Submitting Department: Public Works
Meeting Date: April 5, 2022

SUBJECT

Public Works Department Monthly Report

Recommendation:

Receive and file the February 2022 Building Report.

Background:

The attached building report consists of total issued permits, major projects, demolition permits, new building permits and certificate of occupancy status reports for the month of February 2022.

Fiscal Impact:

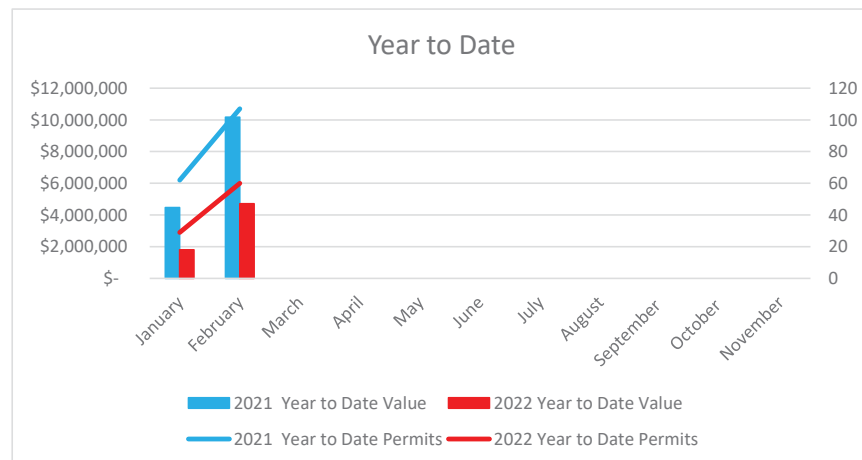
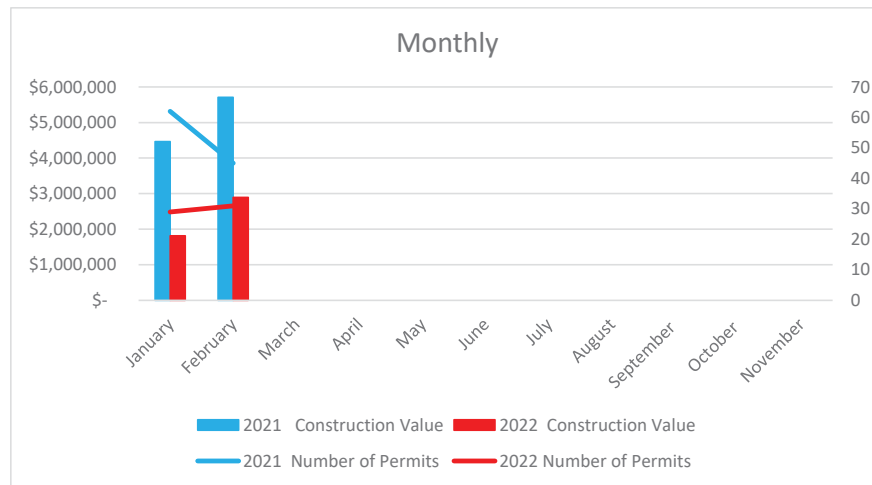
There is no fiscal impact associated with this report.

Attachments:

1. [Public Works Department February 2022 Building Report](#)

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

	2021				2022				Year to Date	
	Construction Value	Number of Permits	Year to Date Value	Year to Date Permits	Construction Value	Number of Permits	Year to Date Value	Year to Date Permits	Permit Difference	Valuation Difference
January	\$ 4,464,611	62	\$ 4,464,611	62	\$ 1,813,324	29	\$ 1,813,324	29	-53%	-59%
February	\$ 5,711,149	45	\$ 10,175,760	107	\$ 2,895,873	31	\$ 4,709,197	60	-44%	-54%
March										
April										
May										
June										
July										
August										
September										
October										
November										
December										





City of Vernon
Building Department
Monthly Report from 2/1/2022 to 2/28/2022

Type	Value	# of Permits
Electrical	\$652,700.00	10
Grading	\$572,500.00	2
Industrial - Remodel	\$2,000.00	1
Mechanical	\$100,967.00	2
Miscellaneous	\$1,228,775.00	10
Plumbing	\$338,931.00	6
February 2022 TOTALS PERMITS:	\$2,895,873.00	31
PREVIOUS MONTHS TOTAL	\$1,813,323.50	29
YEAR TO DATE TOTAL	\$4,709,196.50	60
February 2021 TOTALS PERMITS:	\$5,711,149.00	45
PREVIOUS MONTHS TOTAL	\$4,464,611.00	62
PRIOR YEAR TO DATE TOTAL	\$10,175,760.00	107



City of Vernon
Building Department
Demolition Report - February 2022

None



**City of Vernon
Building Department
New Buildings Report - February 2022**

None



City of Vernon
Building Department
Major Projects from 2/1/2022 to 2/28/2022
Valuations > 20,000

Permit No.	Project Address	Tenant	Description	Job Value
Electrical				
B-2022-5176	5001 SOTO ST APN 6308002022		Install 200 amp subpanel, hook up three equipment.	35000
B-2022-5180	4305 SANTA FE AVE APN 6302017901		New HVAC electrical in City Hall basement.	40000
B-2022-5144	5300 BOYLE AVE APN 6310008020		Crystallizer/dryer electrical installation	500000
B-2021-4824	3720 SANTA FE AVE APN 6302019025	Young Label	Electrical - Install new solar system 36kw	25000
4	Record(s)			\$600,000.00
Grading				
B-2021-4565	3430 26TH ST APN 6303001012		Grading/LID - New construction of a 140,500 SF Industrial Building	452500
B-2022-5171	4330 26TH ST APN 5243019010		Pavin replacement from concrete and new pavement	120000
2	Record(s)			\$572,500.00
Mechanical				
B-2021-5118	3055 44TH ST APN 6303012041		Install ducting to connect existing RTO and existing fryer.	100000
1	Record(s)			\$100,000.00
Miscellaneous				
B-2021-5040	5151 HELIOTROPE AVE APN 6314002015	Mariposa	Installation of storage racks 19,693sf	119000
B-2022-5166	2200 52ND ST APN 6308016022		Remove and replace existing damaged wrought iron fencing along the rear end of property.	25075
B-2021-4900	4212 26TH ST APN 5243020816		Installation of extraction of groundwater system and direct discharge to wastewater sewer. FW B-2021-4899	198800
B-2021-4905	4037 BANDINI BLVD APN 5243021017		Installation of groundwater extraction system and direct discharge to wastewater sewer. FW/B-2021-4906	198800

Permit No.	Project Address	Tenant	Description	Job Value
B-2021-5113	5503 BOYLE AVE APN 6310011001		Remove and replace 6 antennas, relocate 3 antennas, remove and replace 3 RRHs, relocate 6 RRHs, install 6 diplexers, remove 4 180 string batteries and replace with 1 170 string of batteries, remove 1 5216 BBU, remove UMTS RRHs, install 1 rectifier	25000
B-2021-4820	5300 BOYLE AVE APN 6310008020		Nitrogen generation equipment structural installation	600000
6	Record(s)			\$1,166,675.00
Plumbing				
B-2021-4899	4212 26TH ST APN 5243020816	Univar Solutions USA	Installation of extraction of groundwater system and direct discharge to wastewater sewer.	150000
B-2021-4906	4037 BANDINI BLVD APN 5243021017		Installation of groundwater extraction system and direct discharge to wastewater sewer.	150000
B-2022-5151	4740 26TH ST APN 6332001004		Plumbing for cooler/freezer installation. underground drainage, waste and vent. Hot and cold water piping, and condensate drain. Trench drains, Floor sinks, Hand sinks	30000
3	Record(s)			\$330,000.00
16	Permit(s)		Total Valuation:	\$2,769,175.00



**City of Vernon
Building Department
Status of Certificates of Occupancy Requests
Month of February 2022**

Request for Inspection	17
Approved	6
Pending	571
Temporary Occupancies	16

City of Vernon
Certificate of Occupancy
Applications Date From 2/1/2022 to 2/28/2022

Issued	Permit No.	Project Address	Tenant	Description	Fees Paid	Square Feet
	C-2022-1861	4569 MAYWOOD AVE APN 6304028033	Romaine Empire Db Farmer's Fridge	Packaged food storage and distribution	885.00	10241
	C-2022-1862	2803 SANTA FE AVE APN 6302007023	One and Only Collective Inc.	Garment wholesale and storage	0.00	5920
	C-2022-1863	4201 ROSS ST APN 6302017048	Brinks Inc.	Cash logistics	885.00	31497
	C-2022-1864	4770 DISTRICT BLVD APN 6304015013	1338164 B.C. LTD	Warehouse home workout equipment	385.00	4100
	C-2022-1865	5401 SOTO ST APN 6309026032	New Media Retail Concepts LLC	Wholesale apparel	385.00	100
	C-2022-1866	5401 SOTO ST APN 6309026032	Private Brands LLC	Wholesale apparel	385.00	100
	C-2022-1867	5401 SOTO ST APN 6309026032	Seven Internet LLC	Wholesale apparel	385.00	428
	C-2022-1868	5401 SOTO ST APN 6309026032	Diane Gilman Jeans LLC	Wholesale apparel	385.00	852
	C-2022-1869	5401 SOTO ST APN 6309026032	Seven Licensing Co LLC	Wholesale apparel	385.00	100
	C-2022-1870	5401 SOTO ST APN 6309026032	Heroes Producs LLC	Wholesale apparel	385.00	1496
	C-2022-1871	5401 SOTO ST APN 6309026032	House of Pliner LLC	Wholesale apparel	385.00	100
	C-2022-1872	5401 SOTO ST APN 6309026032	Dutch Apparel LLC	Wholesale apparel	385.00	1558
	C-2022-1873	5401 SOTO ST APN 6309026032	Sunrise Apparel Group LLC	Wholesale apparel	385.00	462
	C-2022-1874	5401 SOTO ST APN 6309026032	Sunrise Brands LLC	Wholesale apparel	885.00	7713
	C-2022-1875	4425 49TH ST APN 6304025014	Complete Clothing Company	Warehouse and manufacture apparel	885.00	19116
	C-2022-1876	4154 BANDINI BLVD APN 6304003001	88 Logistics, Inc.	Warehousing and distribution of general merchandise	885.00	39560
	C-2022-1877	4280 BANDINI BLVD APN 6304004021	Trilogy Medwaste West, LLC	Biohazard waste, steam sterilization. Reusable container washing.	885.00	14923

Issued	Permit No.	Project Address	Tenant	Description	Fees Paid	Square Feet
Certificate of Occupancy						
Total for Certificate of Occupancy:					9,160.00	138,266.00
					Total Fees Paid	9,160.00
17	Permits(s)					

City of Vernon
Certificate of Occupancy
Issued Date From 2/1/2022 to 2/28/2022

Issued	Permit No.	Project Address	Tenant	Description	Fees Paid	Square Feet
2/7/2022	C-2022-1857	4340 DISTRICT BLVD APN 6304023023	Moka Wholesale LLC	Warehousing and distribution of general merchandise	385.00	5000
2/7/2022	C-2022-1855	4120 BANDINI BLVD APN 6304003008	Southwest Processors Inc.	Waste water and grease treatment facility	1,770.00	40453
2/7/2022	C-2021-1618	5770 ANDERSON ST APN 6308019020	Digifab Systems, Inc.	Digital printing	885.00	8904
2/7/2022	C-2021-1798	4615 48TH ST APN 6304019024	L.A. Designs, Inc. Db Jesse Blessings-Creations shirts	Screenprinting of	885.00	10000
2/9/2022	C-2021-1839	2734 46TH ST APN 6308002014	C. Luce, Inc.	Office and warehousing & distribution of clothing	885.00	31360
2/17/2022	C-2021-1737	2761 FRUITLAND AVE APN 6308002006	Jaya Apparel Group, LLC	Garment manufacturing	1,770.00	11097
Total for Certificate of Occupancy:					6,580.00	106,814.00
6 Permits(s)					Total Fees Paid	6,580.00

City Council Agenda Item Report

Submitted by: Jessica Alcaraz
Submitting Department: Finance/Treasury
Meeting Date: April 5, 2022

SUBJECT

Recovered Organic Waste Product and Recycled-Content Paper Procurement Policy

Recommendation:

Adopt the Recovered Organic Waste Product and Recycled-Content Paper Procurement Policy.

Background:

As of January 1, 2022, Senate Bill 1383 (SB 1383) required cities and counties to annually procure a quantity of recovered organic waste products as assigned by CalRecycle based on population. The City of Vernon's annual procurement target for 2022 is 24 tons of organic waste. The City has the flexibility to choose what mix of recovered organic waste products to procure (compost, mulch, biofuel, and electricity) and may choose to donate these products to meet the procurement target, depending on local needs.

At the February 1, 2022 Regular Meeting, the Vernon City Council adopted Ordinance No. 1278 adding Chapter 8.14 to the Vernon Municipal Code to regulate mandatory organic waste disposal reduction, which is also mandated by SB 1383.

Additionally, all City departments that make paper purchases will be required to purchase and keep record of paper products that contain 30 percent postconsumer recycled content and are recyclable. The City must also require vendors to certify postconsumer content and recyclability claims, and professional service agreements will need to be updated to ensure compliance. These procurement requirements are captured in the draft Recovered Organic Waste and Recycled-Content Paper Procurement Policy to ensure compliance with SB 1383.

Fiscal Impact:

Sufficient funds to implement the Recovered Organic Waste and Recycled-Content Paper Procurement Policy and ensure compliance with SB 1383 are available in the Fiscal Year (FY) 2021-22 budget and will be budgeted accordingly in subsequent years. Funds for the procurement of organic waste are allocated in the Electric Fund, Resource Planning Department Account No. 055.9200.500154. Funds for the procurement of recycled-content paper are allocated in the Supplies Account for each City Department.

Attachments:

1. [Draft Recovered Organic Waste and Recycled-Content Paper Procurement Policy](#)
2. [Notification of Procurement Target](#)

Recovered Organic Waste and Recycled-Content Paper Procurement Policy



City of Vernon

RECOVERED ORGANIC WASTE AND RECYCLED-CONTENT PAPER PROCUREMENT POLICY TABLE OF CONTENTS

SECTION 1. PURPOSE	1
SECTION 2. DEFINITIONS.....	1
SECTION 3. RECOVERED ORGANIC WASTE PRODUCT PROCUREMENT	4
3.1 Procurement Target.....	4
3.2 Requirements for City Departments	5
3.3 Requirements for Direct Service Providers.....	6
SECTION 4. RECYCLED-CONTENT PAPER PROCUREMENT	8
4.1 Requirements for City Departments	8
4.2 Requirements for Vendors.....	9
SECTION 5. RECORDKEEPING RESPONSIBILITIES.....	10
SECTION 6. EFFECTIVE DATE OF POLICY.....	11

RECOVERED ORGANIC WASTE AND RECYCLED-CONTENT PAPER PROCUREMENT POLICY

SECTION 1. PURPOSE

- A. It is the policy of the City of Vernon, applicable to all City departments, and direct service providers to the City of Vernon, as applicable, to incorporate environmental considerations including recycled-content and recovered Organic Waste product use into purchasing practices and procurement. This Recovered Organic Waste and Recycled-Content Paper Procurement Policy (Policy) will help the City to:
1. Protect and conserve natural resources, water, and energy;
 2. Minimize the City's contribution to climate change, pollution, and solid waste disposal; and
 3. Comply with State requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383 procurement regulations) to procure a specified amount of Recovered Organic Waste Products to support Organic Waste disposal reduction targets and markets for products made from recycled and recovered Organic Waste materials, and to purchase Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper.

SECTION 2. DEFINITIONS

- A. "City" means the City of Vernon.
- B. "Annual Recovered Organic Waste Product Procurement Target" means the amount of Organic Waste in the form of a Recovered Organic Waste Product that the City is required to procure annually under 14 CCR Section 18993.1. This target shall be calculated by multiplying the per capita procurement target, which shall be 0.08 tons of Organic Waste per California resident per year, times the City's residential population using the most recent annual data reported by the California Department of Finance. Annually, CalRecycle will provide notice to each jurisdiction of its Annual Recovered Organic Waste Product Procurement Target by posting such information on CalRecycle's website and providing written notice directly to the jurisdiction.
- C. "Compost" means the product resulting from the controlled biological decomposition of organic solid wastes that are source separated from the municipal solid waste stream or which are separated at a centralized facility or as otherwise defined in 14 CCR Section 17896.2(a)(4).

Compost eligible for meeting the Annual Recovered Organic Waste Product Procurement Target must be produced at a compostable material handling operation or facility permitted or authorized under 14 CCR Chapter 3.1 of Division 7 or produced at a large volume in-vessel digestion facility that composts on-site as defined and permitted under 14 CCR Chapter 3.2 of Division 7. Compost shall meet the State's composting operations regulatory requirements.

- D. "Direct Service Provider" means a person, company, agency, district, or other entity that provides a service or services to City of Vernon pursuant to a contract or other written agreement or as otherwise defined in 14 CCR Section 18982(a)(17).
- E. "Electricity Procured from Biomass Conversion" means electricity generated from biomass facilities that convert recovered Organic Waste, such as wood and prunings from the municipal stream, into electricity. Electricity procured from a biomass conversion facility may only count toward the City's Annual Recovered Organic Waste Product Procurement Target if the facility receives feedstock directly from certain permitted or authorized compostable material handling operations or facilities, transfer/processing operations or facilities, or landfills, as described in 14 CCR Section 18993.1(i).
- F. "Organic Waste" means solid wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, yard trimmings, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively.
- G. "Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling; or as otherwise defined in 14 CCR Section 18982(a)(51).
- H. "Printing and Writing Papers" include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications; or as otherwise defined in 14 CCR Section 18982(a)(54).
- I. "Procurement of Recovered Organic Waste Products" shall mean purchase or acquisition (e.g., free delivery or free distribution from a hauler or other entity via a written agreement or contract), and end use by the City or others. The City's Annual Recovered Organic Waste Product Procurement Target can be fulfilled directly by the City or by Direct Service Providers through written contracts or

agreements for Procurement of Recovered Organic Waste Products at the City's behest.

- J. "Publicly-Owned Treatment Works" or "POTW" has the same meaning as in Section 403.3(r) of Title 40 of the Code of Federal Regulations.
- K. "Recovered Organic Waste Products" means products made from California, landfill-diverted recovered Organic Waste processed at a permitted or otherwise authorized operation or facility, or as otherwise defined in 14 CCR Section 18982(a)(60). Products that can be used to meet the Annual Recovered Organic Waste Product Procurement Target shall include Compost, SB 1383 Eligible Mulch, Renewable Gas from an in-vessel digestion facility, and Electricity Procured from Biomass Conversion as described herein and provided that such products meet requirements of 14 CCR, Division 7, Chapter 12, Article 12.
- L. "Recordkeeping Designee" means the public employee appointed by the City Director of Finance or their designee to track procurement and maintain records of Recovered Organic Waste Product procurement efforts both by the City and others, if applicable, as required by 14 CCR, Division 7, Chapter 12, Articles 12 and 13.
- M. "Recyclability" means that the Paper Products and Printing and Writing Paper offered or sold to the City are eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations Section 260.12 (2013).
- N. "Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper" means such products that consist of at least thirty percent (30%), by fiber weight, postconsumer fiber, consistent with the requirements of Sections 22150 to 22154 and Sections 12200 and 12209 of the Public Contract Code, and as amended.
- O. "Renewable Gas" means gas derived from Organic Waste that has been diverted from a landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recover Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).
- P. "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants, as amended, supplemented, superseded, and replaced from time to time.
- Q. "SB 1383 Regulations" or "SB 1383 Regulatory" means or refers to, for the purposes of this policy, the Short-Lived Climate Pollutants (SLCP): Organic Waste

Reductions regulations developed by CalRecycle and adopted in 2020 that created Chapter 12 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR.

- R. “SB 1383 Eligible Mulch” means mulch eligible to meet the Annual Recovered Organic Waste Product Procurement Target, pursuant to 14 CCR Chapter 12 of Division 7. This SB 1383 Eligible Mulch shall meet the following conditions for the duration of the applicable procurement compliance year, as specified by 14 CCR Section 18993.1(f)(4):
1. Produced at one of the following facilities:
 - i. A compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under 14 CCR Division 7, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10);
 - ii. A transfer/processing facility or transfer/processing operation as defined in 14 CCR Sections 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR Division 7; or
 - iii. A solid waste landfill as defined in Public Resources Code Section 40195.1 that is permitted under 27 CCR Division 2.
 2. Meet or exceed the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 CCR Sections 17852(a)(24.5)(A)1 through 3, as enforced by City of Vernon Municipal Code Chapter 8.14.
- S. “State” means the State of California.

SECTION 3. RECOVERED ORGANIC WASTE PRODUCT PROCUREMENT

3.1 Procurement Target

- A. The City will annually procure for use or giveaway a quantity of Recovered Organic Waste Products that meets or exceeds its Annual Recovered Organic Waste Product Procurement Target through the implementation of Sections 3 through 5 of this Policy.
- B. To be eligible to meet the Annual Recovered Organic Waste Product Procurement Target, products that may be procured include the following (provided that each product meets the criteria included in their respective definition in Section 2 of this Policy):
1. SB 1383 eligible Compost (as defined in Section 2.B).

2. SB 1383 Eligible Mulch (as defined in Section 2.R).
3. Renewable Gas (in the form of transportation fuel, electricity, or heat) (as defined in Section 2.O).
4. Electricity Procured from Biomass Conversion (as defined in Section 2.D).

3.2 Requirements for City Departments

A. Electricity Procured from Biomass Conversion. For Electricity Procured from Biomass Conversion, the City shall:

1. Procure electricity from a biomass conversion facility that receives feedstock from a composting facility, transfer/processing facility, a solid waste landfill, and/or receives feedstock from the generator or employees on behalf of the generator of the Organic Waste and to the degree that it is available and practicable for the City and to help meet the Annual Recovered Organic Waste Product Procurement Target, which requires compliance with criteria specified in 14 CCR Section 18993.1.
2. Maintain records and conduct the following recordkeeping activities:
 - a. General procurement records, including:
 - (i) General description of how and where the product was used and applied, if applicable;
 - (ii) Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the Recovered Organic Waste Products were procured;
 - (iii) Type of product;
 - (iv) Quantity of each product; and
 - (v) Invoice or other record demonstrating purchase or procurement.
 - b. Receive written notification by an authorized representative of the biomass conversion facility certifying that biomass feedstock was received from a permitted solid waste facility identified in 14 CCR Section 18993.1(i).
 - c. Provide these records to the Recordkeeping Designee.

3.3 Requirements for Direct Service Providers

- A. Direct Service Providers of landscaping maintenance, renovation, and construction shall:
1. Use Compost and SB 1383 Eligible Mulch, as practicable, produced from recovered Organic Waste, as defined in Section 2.B and 2.R of this Policy, for all landscaping renovations, construction, or maintenance performed for the City, whenever available, and capable of meeting quality standards and criteria specified. SB 1383 Eligible Mulch used for land application shall comply with 14 CCR, Division 7, Chapter 12, Article 12 and must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).
 2. If Direct Service Provider is subject to the City's WELO pursuant to City of Vernon Municipal Code Chapter 8.14, comply with one of the following, whichever is more stringent: (i) the locally-adopted WELO that is more stringent than the State's MWELO, or (ii) Sections 492.6 (a)(3)(B), (C), (D), and (G) of the State's MWELO, Title 23, Division 2, Chapter 2.7 of the CCR, as amended September 15, 2015, which requires the submittal of a landscape design plan with a "Soil Preparation, Mulch, and Amendments Section" to include the following:
 - a. For landscape installations, Compost at a rate of a minimum of 4 cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.
 - b. Apply a minimum three- (3) inch layer of mulch on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife, leave up to five percent (5%) of the landscape area without mulch. Designated insect habitat must be included in the landscape design plan as such.
 - c. Procure organic mulch materials made from recycled or post-consumer materials rather than inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local Fuel Modification Plan Guidelines or other applicable local ordinances.
 - d. For all mulch that is land applied, procure SB 1383 Eligible Mulch

that meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land applications specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).

3. Keep and provide records of Procurement of Recovered Organic Waste Products (either through purchase or acquisition) to Recordkeeping Designee, on a schedule to be determined by Recordkeeping Designee. Information to be provided shall include:
 - a. General description of how and where the product was used and if applicable, applied;
 - b. Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the Recovered Organic Waste Products were procured;
 - c. Type of product;
 - d. Quantity of each product; and
 - e. Invoice or other record demonstrating purchase or procurement.

B. Direct Service Provider of Organic Waste collection services shall:

1. Provide a specified quantity of Compost or SB 1383 Eligible Mulch to the City and its customers via periodic “giveaways” as specified in a franchise agreement or other agreement.
2. Keep and provide records to the City including the following:
 - a. Dates provided;
 - b. Source of product including name, physical location and contact information for each entity, operation or facility from whom the Recovered Organic Waste Products were procured;
 - c. Type of product;
 - d. Quantity provided; and
 - e. Invoice or other record or documentation demonstrating purchase, procurement, or transfer of material to giveaway location.

C. Renewable Gas procurement by Direct Service Providers

1. Direct Service Providers transporting solid waste, organic materials, and/or recyclable materials shall include a price preference to contractors of their

fuel as Renewable Gas if required to do so in RFPs and RFQs released by the City for such services or as required by permit, license, written agreement, or written contract with the City.

2. Departments releasing RFPs and RFQs for contractors that procure fuel in the course of their services to the City shall include a price preference to contractors that propose to use the amount or percentage of Renewable Gas specified in the RFP or RFQ to be eligible for said price preference. Such use, if it occurs, shall be documented in a written contract or agreement.
3. If Renewable Gas made from recovered Organic Waste is used by Direct Service Providers, Direct Service Providers shall submit information listed in Section 3.3.B.2.a-e on a schedule to be determined by the City, but not less than annually to the Recordkeeping Designee.
4. Renewable Gas used by Direct Service Providers under Sections 3.3.A and 3.3.B shall comply with criteria specified in 14 CCR Section 18993.1.

SECTION 4. RECYCLED-CONTENT PAPER PROCUREMENT

4.1 Requirements for City Departments

- A. If fitness and quality of Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper are equal to that of non-recycled items, all departments and divisions of the City shall purchase Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper (rather than non-recycled items) that consists of at least thirty percent (30%), by fiber weight, postconsumer fiber, consistent with the requirements of the Public Contract Code, Sections 22150 through 22154 and Sections 12200 and 12209, as amended.
- B. All Paper Products and Printing and Writing Paper shall be eligible to be labeled with an unqualified recyclable label as defined in Title 16 Code of Federal Regulations Section 260.12 (2013).
- C. Provide records to the Recordkeeping Designee of all Paper Products and Printing and Writing Paper purchases on a schedule to be determined by Recordkeeping Designee (both recycled-content and non-recycled content, if any is purchased) made by a division or department or employee of the City. Records shall include a copy of the invoice or other documentation of purchase, written certifications as required in Section 4.2.A.3-4 for recycled-content purchases, vendor name, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-Recycled-Content Paper Products and/or non-Recycled-Content Printing and Writing Paper are provided, include a description of why Recycled-Content Paper Products and/or Recycled-Content Printing and Writing Paper were not provided.

4.2 Requirements for Vendors

- A. All vendors that provide Paper Products (including janitorial Paper Products) and Printing and Writing Paper to City shall:
1. Provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least thirty percent (30%), by fiber weight, postconsumer fiber, if fitness and quality are equal to that of non-recycled item.
 2. Only provide Paper Products and Printing and Writing Papers that meet Federal Trade Commission Recyclability standard as defined in Title 16 Code of Federal Regulations Section 260.12 (2013).
 3. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the City of Vernon. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
 4. Certify in writing, under penalty of perjury, that the Paper Products and Printing and Writing Paper offered or sold to the City are eligible to be labeled with an unqualified recyclable label as defined in Title 16 Code of Federal Regulations Section 260.12 (2013).
 5. Provide records to the Recordkeeping Designee of all Paper Products and Printing and Writing Paper purchased from the vendor on a schedule to be determined by Recordkeeping Designee (both recycled-content and non-recycled content, if any is purchased) made by a division or department or employee of the City of Vernon. Records shall include a copy of the invoice or other documentation of purchase, written certifications as required in Section 4.2.A.3-4 for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-Recycled-Content Paper Products and/or non-Recycled-Content Printing and Writing Paper are provided, include a description of why Recycled-Content Paper Products and/or Recycled-Content Printing and Writing Paper were not provided.
- B. All vendors providing printing services to the City via a printing contract or written agreement, shall use Printing and Writing Paper that consists of at least thirty percent (30%), by fiber weight, postconsumer fiber, or as amended by Public Contract Code Section 12209.

SECTION 5. RECORDKEEPING RESPONSIBILITIES

- A. The Finance Department will be the responsible department and will select an employee to act as the Recordkeeping Designee that will be responsible for obtaining records pertaining to Procurement of Recovered Organic Waste Products and Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper.
- B. The Recordkeeping Designee will do the following to track Procurement of Recovered Organic Waste Products, Recycled-Content Paper Products, and Recycled-Content Printing and Writing Paper:
 - 1. Collect and collate copies of invoices or receipts (paper or electronic) or other proof of purchase that describe the procurement of Printing and Writing Paper and Paper Products, including the volume and type of all paper purchases; and, copies of certifications and other required verifications from all departments and/or divisions procuring Paper Products and Printing and Writing Paper (whether or not they contain recycled content) and/or from the vendors providing Printing and Writing Paper and Paper Products. These records must be kept as part of the City's documentation of its compliance with 14 CCR Section 18993.3.
 - 2. Collect and collate copies of invoices or receipts or documentation evidencing procurement from all departments and divisions procuring Recovered Organic Waste Products and invoices or similar records from vendors/contractors/others procuring Recovered Organic Waste Products on behalf of the City to develop evidence of the City meeting its Annual Recovered Organic Waste Product Procurement Target. These records must be kept as part of the City's documentation of its compliance with 14 CCR Section 18993.1.
 - 3. Collect, collate, and maintain documentation submitted by the City, Direct Service Providers, and/or vendors, including the information reported to the Recordkeeping Designee in accordance with Sections 3.2.A.3, 3.2.B.2, 3.2.C.2, 3.3.A.3, 3.3.B.2, 3.3.C.3, 4.1.C, and 4.2.A.5.
 - 4. Compile an annual report on the City's direct procurement, and vendor/other procurement on behalf of the City, of Recovered Organic Waste Products, Recycled-Content Paper Products, and Recycled-Content Printing and Writing Paper, consistent with the recordkeeping requirements contained in 14 CCR Section 18993.2 for the Annual Recovered Organic Waste Product Procurement Target and 14 CCR Section 18993.4 for Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper procurement. This report shall be made available to the City's responsible entity for compiling the annual report to be submitted to CalRecycle (which will include a description of compliance on many other

SB 1383 regulatory requirements) pursuant to 14 CCR Division 7, Chapter 12, Article 13. The procurement report shall also be shared with City Council annually as evidence of implementing this Policy.

SECTION 6. EFFECTIVE DATE OF POLICY

This Policy shall go into effect immediately.



Department of
Resources Recycling and Recovery

Jared Blumenfeld
Secretary for
Environmental Protection

Rachel Machi Wagoner
CalRecycle Director

November 17, 2021

Dear Jurisdiction Representative,

We are writing to notify you that the annual recovered organic waste product procurement targets for each city and county for the calendar year of 2022 have been published on CalRecycle's website. Pursuant to the Senate Bill 1383 (SB 1383) Regulations, each California jurisdiction (city, county, or city and county) will be required to procure recovered organic waste products ("products") made from California, landfill-diverted organic waste, beginning January 1, 2022. Jurisdictions, including special districts that provide solid waste collection services, will also be required to procure recycled-content paper that is recyclable, pursuant to 14 CCR Section 18993.3.

Eligible products that can be procured to meet a jurisdiction's procurement target must meet the requirements of 14 CCR Section 18993.1 and may include any combination of the following:

- Compost
- Mulch
- Renewable energy products from anaerobic digestion (including transportation fuel, electricity, and gas used for heating applications)
- Electricity from biomass conversion

Each jurisdiction will be required to procure a specified quantity of recovered organic waste products each year to meet its procurement target. Jurisdictions' procurement targets for the calendar year of 2022 can be found on CalRecycle's Procurement Webpage:

<https://www2.calrecycle.ca.gov/Docs/Web/119889>

Please note: There are also recordkeeping requirements to document the procurement of recovered organic waste products and recycled-content paper (see 14 CCR Sections 18993.2 and 18993.4).

Resources that may assist jurisdictions with the procurement of recovered organic waste products and recycled-content paper include:

- CalRecycle's Procurement Calculator Tool, which may help the jurisdiction plan for their procurement of recovered organic waste products, determine the quantities of products

that may be procured to meet their procurement target, track procurement progress, and organize details important for recordkeeping and reporting:

<https://www2.calrecycle.ca.gov/Docs/Web/118908>

- Procurement FAQs: <https://www.calrecycle.ca.gov/organics/slcp/faq/recycledproducts>
- Procurement Webpage: <https://www.calrecycle.ca.gov/Organics/SLCP/Procurement>
- Article 12 of the SB 1383 Regulations, which describes requirements for procurement and product eligibility, calculation of the jurisdiction's procurement target, and conversion factors that shall be used to convert the jurisdiction's procurement target into quantities of recovered organic waste products (pp. 95-100):
<https://www2.calrecycle.ca.gov/Docs/Web/118368>

We commend jurisdictions for their engagement with CalRecycle to prepare for the procurement requirements established by the SB 1383 Regulations. Your efforts will help California achieve its goals to reduce the landfill disposal of organic waste, conserve natural resources, strengthen the State's economy, and reduce greenhouse gas emissions.

If you have any questions, please contact your LAMD representative:

<https://www2.calrecycle.ca.gov/LGCentral/Contacts/>

Sincerely,

A handwritten signature in blue ink that reads "Matt Henigan". The signature is fluid and cursive, with the first name "Matt" and last name "Henigan" clearly distinguishable.

Matt Henigan
Deputy Director
Materials Management and Local Assistance Division

Jurisdiction Procurement Targets Based on January 1, 2021 Population Estimates

The list below indicates the annual recovered organic waste product procurement targets for each jurisdiction (city, county, or city and county) in California that will be in effect from January 1, 2022 through December 31, 2026. This data is organized alphabetically by county and includes all cities within the county and the unincorporated county.

Rural jurisdictions are included in the list below; however, please note that rural jurisdictions may be eligible to delay their implementation of the procurement requirements. Rural counties (counties that have a total population of less than 70,000 persons), and jurisdictions located within rural counties that are exempt from the organic waste collection requirements pursuant to 14 CCR Section 18984.12(c), are not required to comply with the recovered organic waste product procurement requirements until January 1, 2027.

For more information, please contact CalRecycle at SLCP.Organics@CalRecycle.ca.gov.

County/City	Total Population (1/1/2021 Population Estimate)	Annual Procurement Target (Tons of Organic Waste)
Alameda		
Alameda	80,884	6,471
Albany	17,055	1,364
Berkeley	116,761	9,341
Dublin	64,695	5,176
Emeryville	12,586	1,007
Fremont	234,239	18,739
Hayward	158,089	12,647
Livermore	91,216	7,297
Newark	48,859	3,909
Oakland	435,514	34,841
Piedmont	11,296	904
Pleasanton	78,371	6,270
San Leandro	87,289	6,983
Union City	72,779	5,822
Unincorporated County	146,958	11,757
Alpine		
Unincorporated County	1,135	91
Amador		
Amador	153	12
Ione	7,712	617
Jackson	4,621	370
Plymouth	950	76
Sutter Creek	2,421	194
Unincorporated County	21,520	1,722
Butte		
Biggs	1,727	138
Chico	111,490	8,919
Gridley	6,129	490
Oroville	17,863	1,429

Paradise	6,046	484
Unincorporated County	59,414	4,753
Calaveras		
Angels City	4,038	323
Unincorporated County	40,998	3,280
Colusa		
Colusa	6,268	501
Williams	5,487	439
Unincorporated County	10,493	839
Contra Costa		
Antioch	112,848	9,028
Brentwood	66,097	5,288
Clayton	11,268	901
Concord	129,273	10,342
Danville	43,906	3,512
El Cerrito	24,846	1,988
Hercules	25,864	2,069
Lafayette	25,358	2,029
Martinez	36,827	2,946
Moraga	16,820	1,346
Oakley	42,895	3,432
Orinda	19,078	1,526
Pinole	19,369	1,550
Pittsburg	74,498	5,960
Pleasant Hill	34,133	2,731
Richmond	110,130	8,810
San Pablo	31,041	2,483
San Ramon	83,863	6,709
Walnut Creek	71,317	5,705
Unincorporated County	174,423	13,954
Del Norte		
Crescent City	6,282	503
Unincorporated County	20,667	1,653
El Dorado		
Placerville	10,888	871
South Lake Tahoe	23,398	1,872
Unincorporated County	161,076	12,886
Fresno		
Clovis	121,834	9,747
Coalinga	16,748	1,340
Firebaugh	8,126	650
Fowler	6,601	528
Fresno	546,770	43,742
Huron	7,404	592
Kerman	16,118	1,289
Kingsburg	13,084	1,047
Mendota	12,448	996
Orange Cove	9,581	766

Parlier	15,828	1,266
Reedley	26,087	2,087
Sanger	27,353	2,188
San Joaquin	4,145	332
Selma	24,487	1,959
Unincorporated County	170,067	13,605
Glenn		
Orland	8,527	682
Willows	6,233	499
Unincorporated County	14,919	1,194
Humboldt		
Arcata	16,909	1,353
Blue Lake	1,262	101
Eureka	26,113	2,089
Ferndale	1,368	109
Fortuna	11,926	954
Rio Dell	3,299	264
Trinidad	342	27
Unincorporated County	69,632	5,571
Imperial		
Brawley	27,326	2,186
Calexico	40,485	3,239
Calipatria	6,509	521
El Centro	44,997	3,600
Holtville	6,236	499
Imperial	20,289	1,623
Westmorland	2,305	184
Unincorporated County	37,887	3,031
Inyo		
Bishop	3,924	314
Unincorporated County	14,639	1,171
Kern		
Arvin	22,014	1,761
Bakersfield	397,392	31,791
California City	14,120	1,130
Delano	51,070	4,086
Maricopa	1,142	91
McFarland	14,044	1,124
Ridgecrest	29,591	2,367
Shafter	20,448	1,636
Taft	7,142	571
Tehachapi	12,008	961
Wasco	26,815	2,145
Unincorporated County	318,407	25,473
Kings		
Avenal	12,354	988
Corcoran	20,476	1,638
Hanford	59,981	4,798

Lemoore	26,809	2,145
Unincorporated County	32,923	2,634
Lake		
Clearlake	13,993	1,119
Lakeport	4,774	382
Unincorporated County	45,173	3,614
Lassen		
Susanville	12,729	1,018
Unincorporated County	14,843	1,187
Los Angeles		
Agoura Hills	20,457	1,637
Alhambra	86,258	6,901
Arcadia	57,660	4,613
Artesia	16,484	1,319
Avalon	3,973	318
Azusa	49,587	3,967
Baldwin Park	75,935	6,075
Bell	36,319	2,906
Bellflower	77,458	6,197
Bell Gardens	42,233	3,379
Beverly Hills	33,399	2,672
Bradbury	1,045	84
Burbank	103,969	8,318
Calabasas	24,341	1,947
Carson	91,668	7,333
Cerritos	50,048	4,004
Claremont	35,707	2,857
Commerce	12,792	1,023
Compton	97,775	7,822
Covina	48,833	3,907
Cudahy	23,750	1,900
Culver City	39,805	3,184
Diamond Bar	56,717	4,537
Downey	111,425	8,914
Duarte	21,457	1,717
El Monte	116,465	9,317
El Segundo	16,660	1,333
Gardena	60,344	4,828
Glendale	203,834	16,307
Glendora	51,540	4,123
Hawaiian Gardens	14,467	1,157
Hawthorne	86,999	6,960
Hermosa Beach	19,451	1,556
Hidden Hills	1,913	153
Huntington Park	58,937	4,715
Industry	427	34
Inglewood	110,159	8,813
Irwindale	1,441	115

La Canada Flintridge	20,194	1,616
La Habra Heights	5,451	436
Lakewood	80,218	6,417
La Mirada	48,631	3,890
Lancaster	161,372	12,910
La Puente	40,087	3,207
La Verne	33,084	2,647
Lawndale	32,710	2,617
Lomita	20,431	1,634
Long Beach	467,730	37,418
Los Angeles	3,923,341	313,867
Lynwood	69,880	5,590
Malibu	11,537	923
Manhattan Beach	35,058	2,805
Maywood	27,670	2,214
Monrovia	38,479	3,078
Montebello	62,914	5,033
Monterey Park	60,380	4,830
Norwalk	105,393	8,431
Palmdale	156,074	12,486
Palos Verdes Estates	13,286	1,063
Paramount	55,200	4,416
Pasadena	145,306	11,624
Pico Rivera	63,157	5,053
Pomona	151,319	12,106
Rancho Palos Verdes	41,541	3,323
Redondo Beach	66,484	5,319
Rolling Hills	1,866	149
Rolling Hills Estates	8,098	648
Rosemead	54,229	4,338
San Dimas	34,003	2,720
San Fernando	24,754	1,980
San Gabriel	39,945	3,196
San Marino	12,961	1,037
Santa Clarita	221,572	17,726
Santa Fe Springs	18,129	1,450
Santa Monica	92,968	7,437
Sierra Madre	10,655	852
Signal Hill	11,617	929
South El Monte	21,296	1,704
South Gate	96,553	7,724
South Pasadena	25,668	2,053
Temple City	36,225	2,898
Torrance	144,832	11,587
Vernon	295	24
Walnut	29,835	2,387
West Covina	105,593	8,447
West Hollywood	36,125	2,890

Westlake Village	8,180	654
Whittier	86,196	6,896
Unincorporated County	1,024,204	81,936
Madera		
Chowchilla	17,330	1,386
Madera	66,172	5,294
Unincorporated County	74,972	5,998
Marin		
Belvedere	2,066	165
Corte Madera	10,029	802
Fairfax	7,498	600
Larkspur	12,194	976
Mill Valley	14,550	1,164
Novato	53,486	4,279
Ross	2,547	204
San Anselmo	12,689	1,015
San Rafael	59,016	4,721
Sausalito	7,355	588
Tiburon	9,456	756
Unincorporated County	66,888	5,351
Mariposa		
Unincorporated County	18,037	1,443
Mendocino		
Fort Bragg	7,409	593
Point Arena	435	35
Ukiah	15,526	1,242
Willits	5,040	403
Unincorporated County	58,259	4,661
Merced		
Atwater	31,810	2,545
Dos Palos	5,575	446
Gustine	5,845	468
Livingston	15,448	1,236
Los Banos	42,869	3,430
Merced	90,971	7,278
Unincorporated County	92,318	7,385
Modoc		
Alturas	2,886	231
Unincorporated County	6,605	528
Mono		
Mammoth Lakes	7,827	626
Unincorporated County	5,468	437
Monterey		
Carmel-by-the-Sea	4,023	322
Del Rey Oaks	1,670	134
Gonzales	8,490	679
Greenfield	18,402	1,472
King City	14,977	1,198

Marina	21,920	1,754
Monterey	28,382	2,271
Pacific Grove	15,536	1,243
Salinas	160,206	12,816
Sand City	385	31
Seaside	32,121	2,570
Soledad	24,454	1,956
Unincorporated County	106,752	8,540
Napa		
American Canyon	20,802	1,664
Calistoga	5,340	427
Napa	79,397	6,352
St Helena	6,070	486
Yountville	2,642	211
Unincorporated County	23,386	1,871
Nevada		
Grass Valley	12,758	1,021
Nevada City	3,081	246
Truckee	16,213	1,297
Unincorporated County	65,414	5,233
Orange		
Aliso Viejo	49,813	3,985
Anaheim	353,468	28,277
Brea	45,137	3,611
Buena Park	81,626	6,530
Costa Mesa	112,780	9,022
Cypress	48,531	3,882
Dana Point	33,189	2,655
Fountain Valley	54,953	4,396
Fullerton	139,431	11,154
Garden Grove	172,476	13,798
Huntington Beach	196,874	15,750
Irvine	271,564	21,725
Laguna Beach	22,495	1,800
Laguna Hills	31,073	2,486
Laguna Niguel	65,168	5,213
Laguna Woods	16,036	1,283
La Habra	62,808	5,025
Lake Forest	84,538	6,763
La Palma	15,442	1,235
Los Alamitos	11,538	923
Mission Viejo	94,119	7,530
Newport Beach	85,865	6,869
Orange	137,366	10,989
Placentia	51,173	4,094
Rancho Santa Margarita	48,183	3,855
San Clemente	64,065	5,125
San Juan Capistrano	35,801	2,864

Santa Ana	331,369	26,510
Seal Beach	24,443	1,955
Stanton	39,573	3,166
Tustin	80,009	6,401
Villa Park	5,759	461
Westminster	91,466	7,317
Yorba Linda	67,846	5,428
Unincorporated County	127,787	10,223
Placer		
Auburn	14,433	1,155
Colfax	2,172	174
Lincoln	49,624	3,970
Loomis	6,808	545
Rocklin	70,469	5,638
Roseville	146,875	11,750
Unincorporated County	114,613	9,169
Plumas		
Portola	1,928	154
Unincorporated County	16,188	1,295
Riverside		
Banning	32,233	2,579
Beaumont	52,686	4,215
Blythe	18,556	1,484
Calimesa	10,236	819
Canyon Lake	11,025	882
Cathedral City	53,973	4,318
Coachella	47,825	3,826
Corona	169,454	13,556
Desert Hot Springs	30,086	2,407
Eastvale	67,626	5,410
Hemet	84,525	6,762
Indian Wells	5,428	434
Indio	91,621	7,330
Jurupa Valley	108,097	8,648
Lake Elsinore	64,762	5,181
La Quinta	41,247	3,300
Menifee	99,686	7,975
Moreno Valley	209,426	16,754
Murrieta	115,172	9,214
Norco	26,107	2,089
Palm Desert	53,892	4,311
Palm Springs	47,754	3,820
Perris	78,977	6,318
Rancho Mirage	18,799	1,504
Riverside	324,302	25,944
San Jacinto	51,269	4,102
Temecula	112,771	9,022
Wildomar	37,013	2,961

Unincorporated County	389,905	31,192
Sacramento		
Citrus Heights	87,811	7,025
Elk Grove	178,124	14,250
Folsom	82,303	6,584
Galt	26,116	2,089
Isleton	832	67
Rancho Cordova	79,662	6,373
Sacramento	515,673	41,254
Unincorporated County	590,493	47,239
San Benito		
Hollister	41,386	3,311
San Juan Bautista	2,151	172
Unincorporated County	19,989	1,599
San Bernardino		
Adelanto	35,147	2,812
Apple Valley	74,350	5,948
Barstow	24,205	1,936
Big Bear Lake	5,189	415
Chino	88,184	7,055
Chino Hills	82,661	6,613
Colton	54,198	4,336
Fontana	213,944	17,116
Grand Terrace	12,399	992
Hesperia	96,053	7,684
Highland	55,060	4,405
Loma Linda	24,895	1,992
Montclair	39,598	3,168
Needles	5,353	428
Ontario	182,004	14,560
Rancho Cucamonga	175,131	14,010
Redlands	71,154	5,692
Rialto	102,567	8,205
San Bernardino	216,291	17,303
Twentynine Palms	29,967	2,397
Upland	78,513	6,281
Victorville	127,170	10,174
Yucaipa	55,634	4,451
Yucca Valley	22,330	1,786
Unincorporated County	303,912	24,313
San Diego		
Carlsbad	115,501	9,240
Chula Vista	274,449	21,956
Coronado	22,357	1,789
Del Mar	4,258	341
El Cajon	103,243	8,259
Encinitas	62,289	4,983
Escondido	151,688	12,135

Imperial Beach	27,774	2,222
La Mesa	59,578	4,766
Lemon Grove	26,345	2,108
National City	62,749	5,020
Oceanside	176,754	14,140
Poway	48,936	3,915
San Diego	1,411,034	112,883
San Marcos	96,302	7,704
Santee	56,800	4,544
Solana Beach	13,827	1,106
Vista	103,268	8,261
Unincorporated County	498,252	39,860
San Francisco		
City and County	875,010	70,001
San Joaquin		
Escalon	7,501	600
Lathrop	28,503	2,280
Lodi	68,751	5,500
Manteca	87,319	6,986
Ripon	16,292	1,303
Stockton	320,876	25,670
Tracy	98,601	7,888
Unincorporated County	155,691	12,455
San Luis Obispo		
Arroyo Grande	17,555	1,404
Atascadero	29,623	2,370
El Paso de Robles	31,073	2,486
Grover Beach	13,128	1,050
Morro Bay	10,121	810
Pismo Beach	8,108	649
San Luis Obispo	46,058	3,685
Unincorporated County	115,506	9,240
San Mateo		
Atherton	6,896	552
Belmont	26,470	2,118
Brisbane	4,579	366
Burlingame	29,746	2,380
Colma	1,659	133
Daly City	108,599	8,688
East Palo Alto	30,350	2,428
Foster City	32,842	2,627
Half Moon Bay	12,309	985
Hillsborough	11,391	911
Menlo Park	34,825	2,786
Millbrae	22,509	1,801
Pacifica	37,890	3,031
Portola Valley	4,560	365
Redwood City	85,182	6,815

San Bruno	44,936	3,595
San Carlos	29,814	2,385
San Mateo	103,045	8,244
South San Francisco	67,135	5,371
Woodside	5,628	450
Unincorporated County	64,880	5,190
Santa Barbara		
Buellton	5,435	435
Carpinteria	13,196	1,056
Goleta	32,339	2,587
Guadalupe	8,346	668
Lompoc	42,493	3,399
Santa Barbara	93,055	7,444
Santa Maria	107,445	8,596
Solvang	5,512	441
Unincorporated County	133,351	10,668
Santa Clara		
Campbell	41,533	3,323
Cupertino	58,656	4,692
Gilroy	56,599	4,528
Los Altos	30,510	2,441
Los Altos Hills	8,390	671
Los Gatos	30,836	2,467
Milpitas	75,663	6,053
Monte Sereno	3,604	288
Morgan Hill	47,374	3,790
Mountain View	82,814	6,625
Palo Alto	67,657	5,413
San Jose	1,029,782	82,383
Santa Clara	130,746	10,460
Saratoga	30,546	2,444
Sunnyvale	153,827	12,306
Unincorporated County	85,634	6,851
Santa Cruz		
Capitola	10,091	807
Santa Cruz	56,156	4,492
Scotts Valley	11,755	940
Watsonville	51,366	4,109
Unincorporated County	131,747	10,540
Shasta		
Anderson	10,702	856
Redding	91,715	7,337
Shasta Lake	10,657	853
Unincorporated County	64,723	5,178
Sierra		
Loyalton	754	60
Unincorporated County	2,435	195
Siskiyou		

Dorris	991	79
Dunsmuir	1,648	132
Etna	743	59
Fort Jones	670	54
Montague	1,353	108
Mount Shasta	3,408	273
Tulelake	902	72
Weed	2,657	213
Yreka	7,746	620
Unincorporated County	24,212	1,937
Solano		
Benicia	27,111	2,169
Dixon	20,197	1,616
Fairfield	118,005	9,440
Rio Vista	10,080	806
Suisun City	28,882	2,311
Vacaville	98,041	7,843
Vallejo	117,846	9,428
Unincorporated County	18,365	1,469
Sonoma		
Cloverdale	9,133	731
Cotati	7,429	594
Healdsburg	11,800	944
Petaluma	61,104	4,888
Rohnert Park	42,484	3,399
Santa Rosa	171,711	13,737
Sebastopol	7,657	613
Sonoma	10,924	874
Windsor	27,855	2,228
Unincorporated County	134,110	10,729
Stanislaus		
Ceres	48,901	3,912
Hughson	7,303	584
Modesto	219,294	17,544
Newman	11,962	957
Oakdale	23,237	1,859
Patterson	23,304	1,864
Riverbank	25,189	2,015
Turlock	74,820	5,986
Waterford	8,944	716
Unincorporated County	113,014	9,041
Sutter		
Live Oak	9,367	749
Yuba City	70,776	5,662
Unincorporated County	21,146	1,692
Tehama		
Corning	7,664	613
Red Bluff	14,272	1,142

Tehama	448	36
Unincorporated County	42,970	3,438
Trinity		
Unincorporated County	13,535	1,083
Tulare		
Dinuba	26,517	2,121
Exeter	10,997	880
Farmersville	11,327	906
Lindsay	13,090	1,047
Porterville	59,571	4,766
Tulare	69,246	5,540
Visalia	139,254	11,140
Woodlake	8,054	644
Unincorporated County	143,677	11,494
Tuolumne		
Sonora	4,690	375
Unincorporated County	48,775	3,902
Ventura		
Camarillo	69,708	5,577
Fillmore	15,807	1,265
Moorpark	35,981	2,878
Ojai	7,436	595
Oxnard	204,675	16,374
Port Hueneme	23,374	1,870
San Buenaventura	105,415	8,433
Santa Paula	30,691	2,455
Simi Valley	124,468	9,957
Thousand Oaks	125,426	10,034
Unincorporated County	92,242	7,379
Yolo		
Davis	69,295	5,544
West Sacramento	53,967	4,317
Winters	7,618	609
Woodland	60,978	4,878
Unincorporated County	25,642	2,051
Yuba		
Marysville	12,201	976
Wheatland	3,610	289
Unincorporated County	63,596	5,088

City Council Agenda Item Report

Submitted by: Lissette Melendez
Submitting Department: Public Works
Meeting Date: April 5, 2022

SUBJECT

Agreements with the California Department of Transportation (CalTrans)

Recommendation:

Adopt Resolution No. 2022-07 authorizing the Director of Public Works to execute all Federal or State Grant Funding Agreements with the State of California, acting by and through the Department of Transportation.

Background:

The City receives grants of federal and/or state funds for various transportation projects through CalTrans. The Federal-Aid Highway Program and most Local Assistance programs funded with state-only funds (State Only Funded Programs) are reimbursable programs. In order for CalTrans to pay funds to a Local Public Agency, such as the City, for projects funded from the Federal-Aid Highway Program or State Only Funded Programs, a Local Public Agency must enter into a Master Agreement with the State.

A Master Agreement defines the general terms and conditions which must be met to receive funds from the programs noted above. Respectively, there are two primary types of Master Agreements. Projects funded with federal-aid funds are associated with the Federal-aid Master Agreement, while projects funded with state-only funds (those that include no federal funds) are associated with the State-only Master Agreement.

To complement a Master Agreement, a Program Supplement shall be executed for each project. The Program Supplement covers project-specific rules and regulations which are called special covenants. A new Program Supplement Agreement is required to be executed on each occasion special covenants are updated. Additionally, the City may be required to execute other funding related documents and/or amendments including Fund Exchange Agreements and Fund Transfer Agreements with CalTrans.

CalTrans requires the City Council to declare by resolution certain authorizations relating to the execution of these Master Agreements and Program Supplement Agreements for grant funds to be paid to the City. Resolution No. 2022-07 authorizes the Director of Public Works to execute such agreements and any amendments thereto. City Council authority will continue to be required for initial grant applications, contracts, and policy decisions related to grant funded projects. The adoption of Resolution No. 2022-07 allows the Director of Public Works to sign agreements and certifications required by CalTrans throughout projects to help ensure more timely payments to the City, through federal and state grants.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [Resolution No. 2022-07](#)

RESOLUTION NO. 2022-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON
AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO EXECUTE ALL
FEDERAL OR STATE GRANT FUNDING AGREEMENTS WITH THE
STATE OF CALIFORNIA, ACTING BY AND THROUGH THE
DEPARTMENT OF TRANSPORTATION

SECTION 1. Recitals.

- A. The City of Vernon is eligible to receive Federal and/or State funding for certain transportation projects through the California Department of Transportation (CalTrans).
- B. Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements need to be executed with CalTrans before such funds can be claimed.
- C. The City Council wishes to delegate authorization to execute these agreements and any amendments thereto to the Director of Public Works.

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 authorizes the Director of Public Works, or his or her designee, to execute any and all documents, including but not limited to, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements, and any amendments, necessary for the purposes of securing federal-aid highway program and state-only funded program funds for, and on behalf of, the City of Vernon and to take whatever actions are deemed necessary or desirable for the purpose of implementing and carrying out the purposes of this Resolution and the actions herein approved or authorized.

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

APPROVED AND ADOPTED this 5th day of April, 2022.

MELISSA YBARRA, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

ZAYNAH N. MOUSSA,
Interim City Attorney

City Council Agenda Item Report

Submitted by: Claudia Arellano
Submitting Department: Public Utilities
Meeting Date: April 5, 2022

SUBJECT

Electrical Easement at 2340 East 52nd Street - Assessor's Parcel Number (APN) 6308-016-025

Recommendation:

Accept the Electrical Easement and authorize the Mayor to execute the Certificate of Acceptance for 2340 East 52nd Street (APN 6308-016-025).

Background:

The tenant occupying the property located at 2340 East 52nd Street is upgrading certain facility equipment which requires a new electrical service. A new City owned pad mounted transformer is being installed to accommodate the upgraded electrical service. As such, an easement is required for the installation and maintenance of the City owned electrical facilities serving the property.

The Public Utilities Department received executed Electrical Easements by co-owners, 2340 E. 52nd Street LLC, Lee Enterprise LLC and Klein Brea Investments LLC for the property at the above-mentioned location, also known as APN 6308-016-025.

The Certificate of Acceptance has been reviewed and approved as to form by the City Attorney's Office.

Fiscal Impact:

There is no fiscal impact associated with this report.

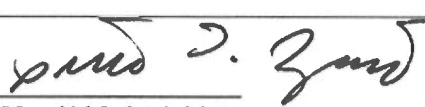
Attachments:

1. [Electrical Easements and Certificate of Acceptance - 2340 East 52nd Street](#)

RECORDING REQUESTED BY
and
WHEN RECORDED MAIL TO:
City of Vernon
4305 Santa Fe Avenue
Vernon, CA 90058
Attn: City Clerk

MAIL TAX STATEMENTS TO:
Exempt

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

 **EASEMENT**
(ELECTRICAL)
APN: 6308-016-025

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

FOR VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY
ACKNOWLEDGED,

2340 E. 52nd Street LLC (the “Grantor”)


HEREBY GRANT(S) TO:

City of Vernon, a municipal corporation (the “Grantee”)

An easement for every purpose beneficial to the Vernon Public Utilities Department, including, but not limited to, the right to construct, lay, install, use, maintain, alter, add to, repair, replace, inspect and remove underground and overhead electric and other public utilities, consisting of pole, guys and anchors, crossarms, wires, cables, conduits, manholes, vaults, pull boxes, markers and other fixtures and appliances with the right of ingress and egress in, on, over, under, across and through that certain real property in the City of Vernon, County of Los Angeles, State of California, as described in Exhibit “A” attached hereto and incorporated herein by this reference, and as more particularly shown on the map attached hereto as Exhibit “B” and incorporated herein by this reference. This easement is on a portion of the property owned by the Grantor. The Grantee, and its employees shall have free access to said facilities and every part thereof, at all times, for the purpose of exercising the rights herein granted.

Date: 1/25/, 2022

2340 E. 52nd Street LLC “Grantor”



Name, Title
Peter D. Bracci

Signature
CO - owner

If signed in counterpart, indicate here

Name, Title

Signature

ACKNOWLEDGMENT

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

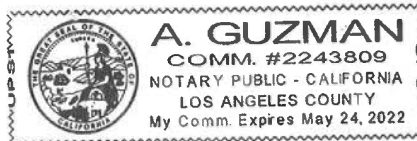
State of California
County of Los Angeles

On 1/25/2022 before me, A. Guzman, Notary Public
(insert name and title of the officer)

personally appeared Peter Dempster Bacci,
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 A. Guzman (Seal)

RECORDING REQUESTED BY
and
WHEN RECORDED MAIL TO:
City of Vernon
4305 Santa Fe Avenue
Vernon, CA 90058
Attn: City Clerk

MAIL TAX STATEMENTS TO:
Exempt

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**EASEMENT
(ELECTRICAL)**


APN: 6308-016-025

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

FOR VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY
ACKNOWLEDGED,

Lee Enterprise LLC (the “Grantor”)

HEREBY GRANT(S) TO:

City of Vernon, a municipal corporation (the “Grantee”)

An easement for every purpose beneficial to the Vernon Public Utilities Department, including, but not limited to, the right to construct, lay, install, use, maintain, alter, add to, repair, replace, inspect and remove underground and overhead electric and other public utilities, consisting of pole, guys and anchors, crossarms, wires, cables, conduits, manholes, vaults, pull boxes, markers and other fixtures and appliances with the right of ingress and egress in, on, over, under, across and through that certain real property in the City of Vernon, County of Los Angeles, State of California, as described in Exhibit “A” attached hereto and incorporated herein by this reference, and as more particularly shown on the map attached hereto as Exhibit “B” and incorporated herein by this reference. This easement is on a portion of the property owned by the Grantor. The Grantee, and its employees shall have free access to said facilities and every part thereof, at all times, for the purpose of exercising the rights herein granted.

Date: 1/25/22, 2021 

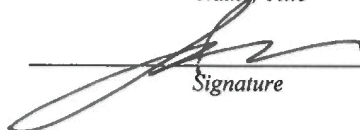
Lee Enterprise LLC “Grantor”

If signed in counterpart, indicate here

Jack R. Cline Jr Member

Name, Title

Name, Title


Signature

Signature

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On 1/25/2022 before me, A. Guzman, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature A. Guzman (Seal)

RECORDING REQUESTED BY
and

WHEN RECORDED MAIL TO:

City of Vernon
4305 Santa Fe Avenue
Vernon, CA 90058
Attn: City Clerk

MAIL TAX STATEMENTS TO:

Exempt

 KLEIN BREA INVESTMENTS
LLC

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

EASEMENT
(ELECTRICAL)

APN: 6308-016-025

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

FOR VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY
ACKNOWLEDGED,

Klein Brea Investments LLC (the "Grantor")



HEREBY GRANT(S) TO:

City of Vernon, a municipal corporation (the "Grantee")

An easement for every purpose beneficial to the Vernon Public Utilities Department, including, but not limited to, the right to construct, lay, install, use, maintain, alter, add to, repair, replace, inspect and remove underground and overhead electric and other public utilities, consisting of pole, guys and anchors, crossarms, wires, cables, conduits, manholes, vaults, pull boxes, markers and other fixtures and appliances with the right of ingress and egress in, on, over, under, across and through that certain real property in the City of Vernon, County of Los Angeles, State of California, as described in Exhibit "A" attached hereto and incorporated herein by this reference, and as more particularly shown on the map attached hereto as Exhibit "B" and incorporated herein by this reference. This easement is on a portion of the property owned by the Grantor. The Grantee, and its employees shall have free access to said facilities and every part thereof, at all times, for the purpose of exercising the rights herein granted.

Date: 2-8-2020, 2021

Klein Brea Investments LLC "Grantor"

 MANAGER
Name, Title

Signature

If signed in counterpart, indicate here

Name, Title

Signature

SEE ATTACHED
NOTARIZED CERTIFICATE
INITIAL JK

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 Los Angeles)
 On February 8, 2022 before me, Monica Gomez, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Joshua Klein
 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 Monica 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: Easement
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

EXHIBIT A

LEGAL DESCRIPTION
FOR
CITY OF VERNON ELECTRICAL EASEMENT

BEING A PORTION OF LOT 1, TRACT NO. 2480, IN THE CITY OF VERNON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 31 PAGE 97 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE WESTERLY 137.00 FEET, MEASURED AT RIGHT ANGLES OF SAID LOT 1.

ALSO EXCEPT THEREFROM THE EASTERLY 215.00 FEET, MEASURED ALONG THE NORTHERLY AND SOUTHERLY LINES OF SAID LOT.

ALSO EXCEPT THEREFROM THE NORTH 20.00 FEET THEREOF, DEEDED TO THE CITY OF VERNON BY DEED RECORDED IN BOOK 4053 PAGE 50 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1, TRACT NO. 2480 AS PER MAP RECORDED IN BOOK 31, PAGE 97 OF MAPS, RECORDS OF LOS ANGELES COUNTY;

THENCE, ALONG THE NORTH LINE OF SAID LOT 1 AND THE CENTERLINE OF 52ND STREET S88°59'40"W 215.00 FEET TO AN INTERSECTION OF SAID NORTH LINE WITH THE NORTHERLY PROLONGATION OF THE EAST LINE OF THAT CERTAIN GRANT DEED RECORDED ON FEBRUARY 20, 2019, RECORDED AS INSTRUMENT NO. 20190150201, OFFICIAL RECORDS.

THENCE, ALONG SAID PROLONGATION S00°08'57"E 20.00 FEET TO THE NORTH LINE OF SAID GRANT DEED; THENCE, ALONG SAID NORTH LINE S88°59'40"W 78.92 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE, S01°00'20"W 5.85 FEET; THENCE, S28°27'02"E 149.08 FEET; THENCE, N89°51'03"E 8.14 FEET TO THE EAST LINE OF SAID GRANT DEED;

THENCE ALONG SAID EAST LINE OF SAID GRANT DEED S00°08'57"E 28.36 FEET; THENCE, LEAVING SAID EAST LINE N89°36'43"W 19.04 FEET; THENCE, N00°34'49"E 22.46 FEET; THENCE, N61°32'58"E 6.06 FEET; THENCE, N28°27'02"W 150.55 FEET; THENCE, N01°00'20"W 7.31 FEET TO THE NORTH LINE OF SAID GRANT DEED; THENCE, N88°59'40"E 6.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1441 SQUARE FEET MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

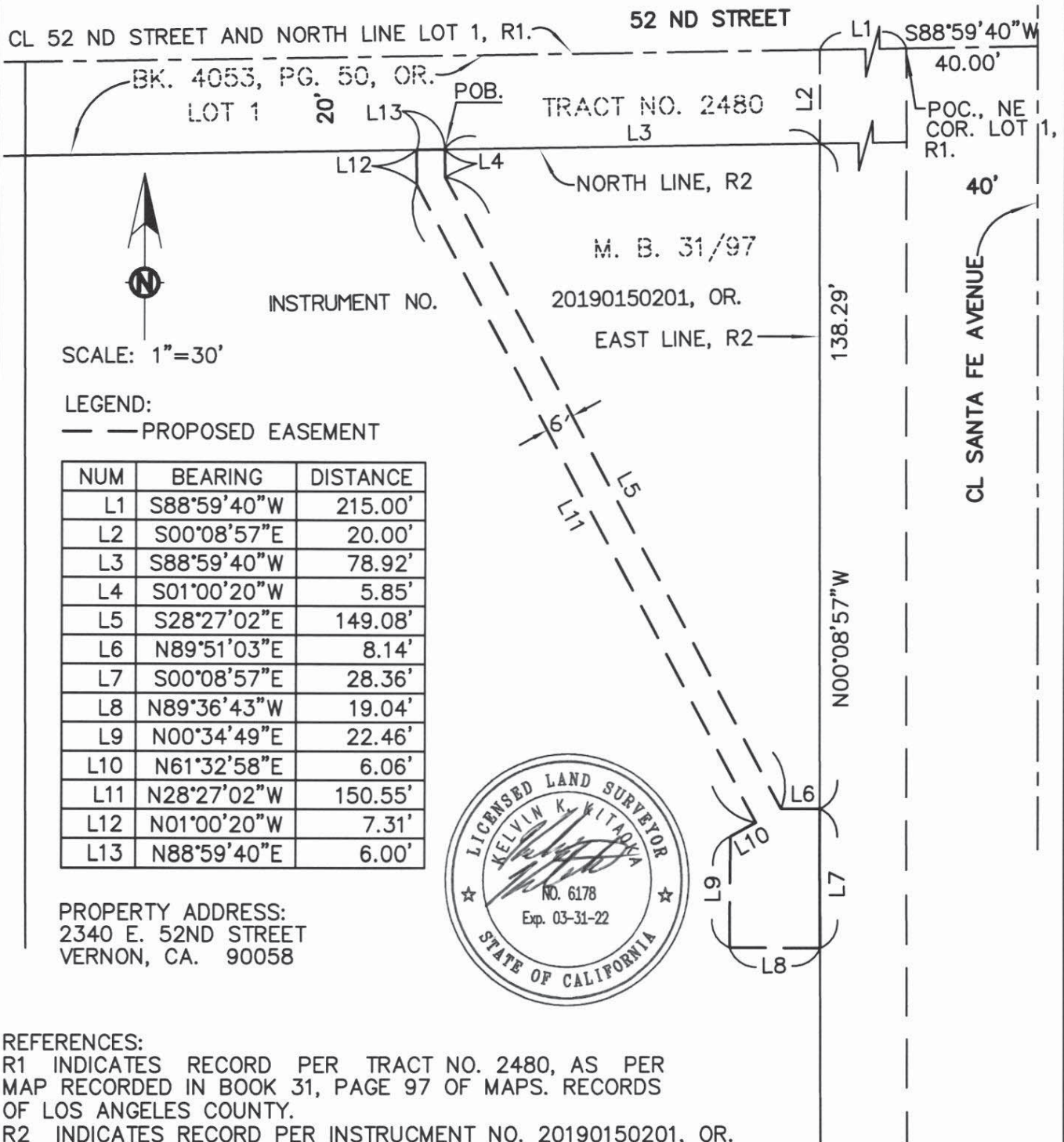


KELVIN KITAOKA
PLS#6178
JOB NO. 2021-2019

12/06/2021



EXHIBIT "B"



KELSURVEYS, INC.
1740 E. GARRY AVENUE
SUITE #110
SANTA ANA, CALIFORNIA 92705
EMAIL: KELVINK@KELSURVEYS.COM

EXHIBIT TO ACCOMPANY A
LEGAL DESCRIPTION
FOR CITY OF VERNON
ELECTRICAL EASEMENT

PAGE 1 OF 1

PHONE NO.: 949-660-8016

FAX NO.: 949-660-1758

JOB NO 2021-2019

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that interests in real property conveyed to or created in favor of the City of Vernon by certain Electrical Easements executed by co-owners in counterparts, 2340 E. 52nd Street LLC dated January 25, 2022, Lee Enterprise LLC dated January 25, 2022 and Klein Brea Investments LLC dated February 8, 2022 and all California limited liability companies are hereby accepted by the undersigned officer on behalf of the City pursuant to the authority conferred by Minute Order by the City Council of the City on April 5, 2022, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2022

CITY OF VERNON

MELISSA YBARRA, Mayor

ATTEST:

LISA POPE, City Clerk

APPROVED AS TO FORM:

ZAYNAH N. MOUSSA,
Interim City Attorney

City Council Agenda Item Report

Submitted by: Margarita Beltran
Submitting Department: Public Works
Meeting Date: April 5, 2022

SUBJECT

Services Agreement with YESCO LLC dba YESCO Signs LLC (Contract No. CS-1425) for Vernon Gateway Arch Project

Recommendation:

- A. Find that the proposed action is categorically exempt under the California Environmentally Quality Act (CEQA) in accordance with CEQA Guidelines Section 15303, because the project consists of new construction of limited small new facilities; and Section 15311, because the project only consists of construction or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities;
- B. Approve and authorize the City Administrator to execute Services Agreement Contract CS-1425 with YESCO LLC, dba YESCO Signs LLC in substantially the same form as submitted, in an amount not-to-exceed \$499,364.97 for the City of Vernon Gateway Arch Project for a three-year term; and
- C. Authorize a contingency of \$75,000 in the event of an unexpected changed condition in the project and grant authority to the City Administrator to issue Change Orders for an amount up to the contingency amount, if necessary.

Background:

On December 13, 2022, the City Administrator authorized the issuance of a Request for Proposals (RFP) to solicit proposals from qualified vendors for the City of Vernon Gateway Arch Project. The project involves the design, fabrication and installation of a Gateway Arch over the Santa Fe Avenue at 25th Street intersection, near the perimeter of Vernon. The Gateway Arch will welcome visitors to the City and reinforce its identity with a memorable, unique landmark.

The Public Works Department advertised the RFP on January 4, 2022, posting on the City's PlanetBids website and requesting proposals be submitted by February 15, 2022. The City's PlanetBids website indicated forty-three (43) perspective bidders. The City received one (1) proposal from YESCO LLC dba YESCO Signs LLC (YESCO).

The proposal was evaluated by Public Works staff in accordance with Municipal Code Section 3.32.090. YESCO was selected for the outlined scope of services on the basis of qualifications, experience, and cost. The firm offers comprehensive services that will allow for the facilitation of the various aspects and phases of the project, addressing design and engineering, permits, fabrication, installation, and site logistics. The Public Works Department recommends that YESCO be retained to perform the work required for the City of Vernon Gateway Arch Project, CS-1425.

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

Fiscal Impact:

Funds for the Vernon Gateway Arch Project were included in the Fiscal Year (FY) 2021-2022 (General Fund - Street Operations - Capital Expenditures, Public Works Department) budget in the amount of \$200,000. However, approval of this action would require an additional \$374,364.97 (\$75,000 contingency amount included) in Account No. 011-1043-900000 (General Fund - Street Operations - Capital Expenditures) to be included in the FY 2022-2023 budget.

Attachments:

1. [Services Agreement CS-1425 with YESCO](#)
2. [Gateway Arch Rendering](#)

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND YESCO, LLC DBA
YESCO SIGNS, LLC FOR CS-1425 CITY OF VERNON GATEWAY ARCH PROJECT

COVER PAGE

Contractor:	YESCO, LLC dba YESCO Signs, LLC
Responsible Principal of Contractor:	Ken Person, Vice President California Region
Notice Information - Contractor:	YESCO, LLC dba YESCO Signs, LLC 10835 Bellgrave Ave. Jurupa Valley, CA 91752 Attention: Ken Person, Vice President Telephone: 909-923-7668
Notice Information - City:	City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058 Attention: Daniel S. Wall, P.E., Director of Public Works Telephone: (323) 583-8811 ext. 305
Commencement Date:	April 20, 2022
Termination Date:	April 19, 2025
Consideration:	Total not to exceed \$499,364.97 (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 YESCO, LLC DBA
YESCO SIGNS, LLC FOR CS-1425 CITY OF VERNON GATEWAY ARCH PROJECT

This Agreement is made between the City of Vernon ("City"), a California charter City and California municipal corporation ("City"), and YESCO, LLC dba YESCO Signs, LLC, a limited liability company ("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 April 5, 2022.

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 January 3, 2022, and titled CS-1425 City of Vernon Gateway Arch Project, and Contractor's proposal to the City ("Proposal") dated February 11, 2022, Exhibit "A", a copy which is attached to and incorporated into this Agreement by reference.

2.2 All services shall be performed to the satisfaction of City.

2.3 All services shall be performed in a competent, professional, and satisfactory manner in accordance with the prevailing industry standards for such services.

3.0 PERSONNEL.

3.1 Contractor represents that it employs, or will employ, at its own expense, all personnel required to perform the services under this Agreement.

3.2 Contractor shall not subcontract any services to be performed by it under this Agreement without prior written approval of City.

3.3 All of the services required hereunder will be performed by Contractor or by City approved subcontractors. Contractor, and all personnel engaged in the work, shall be fully qualified and authorized or permitted under State and local law to perform such services and shall be subject to approval by the City.

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

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 \$499,364.97 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 \$2,000,000 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 \$2,000,000 per occurrence and \$4,000,000 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 \$2,000,000,

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. Excess Coverage – Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to project it as a named insured. Any umbrella liability policy or excess liability policy will in "following form" and will contain a provision to the effect that, if the underlying aggregate is exhausted, the excess coverage will drop down as primary insurance.

vi. 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.

vii. 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.

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

ix. 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.

x. 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. Except for Contractor's Addendum to Standard Form Agreement (Bid Clarifications/Qualifications), attached hereto as part of Exhibit "A" and incorporated herein by reference, 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: Daniel S. Wall, P.E., Director of Public Works
4305 Santa Fe Avenue
Vernon, CA 90058

If to the Contractor:

YESCO, LLC dba YESCO Signs, LLC
Attention: Ken Person, Vice President California Region
10835 Bellgrave Ave.
Jurupa Valley, CA 91752

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

YESCO, LLC dba YESCO Signs, LLC, a
limited liability company

By: _____
Carlos Fandino, City Administrator

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Lisa Pope, City Clerk

Name: _____

Title: _____

APPROVED AS TO FORM:

Zaynah N. Moussa,
Interim City Attorney

EXHIBIT A
CONTRACTOR'S PROPOSAL



CS-1425 City of Vernon Gateway Arch Project

February 11, 2022

Client:

City of Vernon
Attn: Daniel S. Wall, P.E., Director of Public Works
4305 Santa Fe Avenue
Vernon, CA 90058

Submitted By:



Jason Gopperton / Project Coordinator
YESCO
10235 Bellegrave Ave
Jurupa Valley, CA 91752

**CS-1425 City of Vernon Gateway Arch Project
February 11, 2022**

TABLE OF CONTENTS

Executive Summary Cover Letter	1
Introduction	2
General Scope of Work / Work Plan	3
Fees and Costs Proposal	5
Ability to Perform / YESCO Projects	7
Affidavit of Non Collusion	12
Addendum to Standard Form of Agreement	13
Additional Clarifications	14

**CS-1425 City of Vernon Gateway Arch Project
February 11, 2022**

Daniel S. Wall, P.E., Director of Public Works
City of Vernon

Hello Daniel,

Thank you for inviting Young Electric Sign Company (YESCO) to provide a proposal for the City of Vernon Gateway Project. We realize this is a significant project for the City of Vernon and we're thrilled to have the privilege of providing you with a proposal for our services.

The Weidner CA 100% Drawings dated 11-23-21 shall provide the basis for the proposal on the following pages. The proposal will include all fees and costs for engineering, shop drawings, permit procurement, fabrication and installation of the Gateway Arch and shall be valid for a period of 90 days as set forth in the RFP.

YESCO will self perform the majority of the scope of work but will require subcontractors to support YESCO Resources. Typical subcontractors are listed below, YESCO will notify the Client in writing should any of these subcontractors change after delivery of this proposal.

- Excavation: Barneys Drilling / Lic # 249291, Long Beach, CA
- Spoils Removal: Delmatoff Backhoe / Lic # 745242, Norco, CA
- Crane Service: Mr. Crane / Lic # 349880, Orange, CA
- Concrete / Flatwork: Ponce Company / Lic # 723809, Paramount, CA

Thank you again for your consideration and please feel free to contact your Project Coordinator, Jason Gopperton at (909) 578-8090 or jgopperton@yesco.com with any questions regarding the information in this proposal.

Respectfully,



Ken Person
Vice President California Region
YESCO, LLC
10835 Bellgrave Ave
Jurupa Valley, CA 91752
(909) 923-7668

Introduction

**CS-1425 City of Vernon Gateway Arch Project
February 11, 2022**

Introduction

YESCO has over 100 years of experience in working with the most distinguished clients under the most challenging of circumstances. Our project approach brings a comprehensive skill set uniquely tailored to each and every project. We believe our vast experience, diverse skills and vertically integrated resources are unsurpassed in the Sign industry.

The project set forth in RFP CS-1425 will require a complete skillset of vertically aligned resources for successful implementation. The site is a major traffic thoroughfare with a large network of utilities that present a unique set of challenges to consider.

The General Scope of Work and Work Plan narratives below outline how YESCO will approach the project with in house resources from Pre-Con & Collaboration phases through Substantial Completion and ongoing service & maintenance.

General Scope of Work & Work Plan

**CS-1425 City of Vernon Gateway Arch Project
February 11, 2022**

General Scope of Work Statement

Deploy professional services as required to complete the Gateway Arch Signage Scope in accordance with RFP CS-1425 including Material Specifications, Shop Drawings, Engineering, Fabrication, Mobilization, and Installation.

Work Plan

The YESCO scope of work shall include the following.

Design and Engineering

- Collaboration with Client to Develop approved concepts into detailed construction drawings for approval.
- Field Survey of sign location.
- Schematic Plan for sign placement per field survey and Utilities Locating Reports.
- Stamped Drawings and Structural Calculations by YESCO Engineer as required for Building Official review.
- Primary Electrical loads with rough in requirements for coordination with Clients Electrical Contractor.

Permits / Bond / Insurance

- Assembly of project documentation and deliverables package as required for submission.
- Professional Procurement Services to submit project documents to Building Official review and oversee subsequent corrections / revisions.
- Single bonding limit of \$30,000,000 with an aggregate limit of \$50,000,000 (if required).
- Comply with project / site insurance coverage as required.

Fabrication

- Procurement of all materials and hardware for fabrication.
- Professional Layout of each sign element including sign footprint to cross reference with Schematic Plan / Utilities Locating Reports.
- Certified professionals for cut, fit, weld and assemble the steel structure in sections suitable for shipping to the project site.

CS-1425 City of Vernon Gateway Arch Project
February 11, 2022

Fabrication (Continued)

- All tools & equipment necessary fabricate the approved concept to approved project specifications.
- Compliance with local, State, and Federal certifications (structural, electrical, OSHA, UL etc.).
- Certified and licensed structural fabricators, welders & electricians.

Installation:

- Sub-contractors for excavation, concrete / flatwork and Crane Services as required to support YESCO installation plan and resources.
- Certified professionals for offloading, assembly, field welding, crane operation and electrical connection of each signage element in accordance with approved construction drawings, engineering and schematic plan.
- Compliance with local, State, and Federal requirements (OSHA, UL, DOT, Public Works, Traffic etc.).
- Cross reference schematic plans to site survey to confirm footprint prior to excavation
- Dig Alert for Utilities Locating.
- Excavation of foundations per approved engineering plans.
- Templates as needed setting of for anchor bolts – if necessary.
- Bracing Steel for columns during concrete pouring and curing process.
- Assembly of Arch sections on Ground fly arch sections into position for installation (if necessary)
- Professional Hydraulic Crane Services to I (if necessary)
- Professional concrete / Flatwork Services to repair displaced sidewalk, curb, gutter & pavement.
- Compliance with local, State, and Federal certifications (structural, electrical, OSHA, UL etc.).

Mobilization and Site Logistics

- YESCO Project manager to oversee project.
- Coordination for shipping of fabricated materials and hardware to the site.
- Coordinate deliveries and site logistics.
- Provide secure location at local YESCO facility for staging of finished goods prior to shipment
- Crane Lift Plans for client approval prior to any lifting activities.
- Coordination of Traffic / Lane Closure plans for approval
- Coordination with Client to identify delivery and staging areas.
- YESCO site specific safety program provided for review / approval.

YESCO Fees and Cost Proposal



Proposal

For Work At

Vernon Gateway
2528 Santa Fe Avenue @ 26th Street
Vernon CA 90058
United States

Billing Address

City of Vernon
4305 Santa Fe Avenue
Vernon CA 90058
United States

Account Executive

008242 Jason V Gopperton
Yesco Signs LLC
10235 Bellegrave Avenue
Jurupa Valley CA 91752
United States

Date	Project Number	Project Description	Pricing Valid Until	Deposit
02/11/2022	PRY-35142	Vernon Gateway	05/31/2022	\$120,808.00

Item	Amount
------	--------

Design and Engineering (WIP)

Design and Engineering Services:

Provide Stamped engineering for building official review including revisions necessary to address corrections.

\$6,000.00

California Sign Sales

Fabrication Scope:

Fabricate, prime & paint columns, Truss Beams, Letters and descender cabinet.

Drill and install "Rivets" (Carriage Bolts) throughout

Install Vernon letters onto Truss and wire. (one letter left off on each side for field seam work)

Provide, install and wire RGB lighting in columns and truss

\$289,678.00

California Sign Sales

Provide and install RGB Lighting for columns & Truss

\$26,421.00

California Sign Sales

Installation Scope:

Provide Installation Services at Prevailing Wage Rates per DIR rate for Iron Workers in Southern California region.

Excavation of foundations

Setting of reinforcement steel and anchors

Provide concrete and pour foundations

Setting of Gateway Columns

Assembly and installation of truss beam

Installation of remaining Vernon letters and descending cabinet

Final connections and test of RGB lighting

\$69,480.00

California Sign Sales

General Conditions:

Load / Haul / Travel / Mobilize

\$33,688.00

California Sign Sales

Lane Closures / Lane Closure Permit Allowance.

\$33,500.00

California Sign Sales

Demolition and replacement of existing curb / sidewalk / asphalt

\$19,465.00

Item	Amount
Permit Acquisition	\$5,000.00
Permit Acquisition Allowance: Permit Acquisition is an allowance only. Actual costs to be billed time and material at \$95 per hour with final cost to be adjusted upon issuance of permits. Permits fees to be additional and billed separately at cost.	
Exclusions	
Exclusions / Qualifications: Right to Review. In submitting this proposal, YESCO LLC dba YESCO Signs LLC hereby reserves the right to review and negotiate any terms and conditions contained in any Agreement and/or Purchase Order it may be required to enter into, including General Conditions and Special Conditions, as well as any documents incorporated therein by reference, upon the acceptance of such proposal. Permits / Permit Procurement. Permits and Permit Procurement costs are excluded. If required, Permit related costs to be calculated on a time and material basis with procurement labor billed at \$90 per hour and permit fees reimbursed at cost and added as a change order to the overall contract price. Lane Closure / Lane Closure Permits. Lane Closure and Lane Closure Permit costs are an allowance only. Actual costs will be calculated on a time and material basis at cost plus 25% and allowance will be adjusted accordingly via contract change order. Primary Electrical. YESCO will specify primary power requirements. Owner / GC to provide primary power to sign locations. Transformer(s), switch gear, energy management systems, harmonic filters, contactors and related electrical control infrastructure is the responsibility of the Owner. Structural. Customer is to provide YESCO with soils report(s) for foundation design as required by the Building Official, Underground Utilities. Relocation or repair of utilities, whether above grade or below grade is excluded. This includes storm drains and/or drain Pipe. Third Party Inspections. All third-party inspections specific to signage scope of work to be provided by Owner / GC. Work Shift. YESCO proposal is based on work being completed during standard work shift. Over time, if requested, is additional. Work Area. Proposal contingent upon access for YESCO crews and equipment staging in and around the sign area(s) for installation. Prevailing Wages: Prevailing wages have been included for the installation activities in this proposal. Union Forces. No Trade Union Labor will be utilized to perform this scope of work. Bonds. Performance and payment bonds are excluded. Validity. This Proposal is valid for 30 days with the exception of material cost increases due to Trade Tariff levees beyond the control of YESCO and its suppliers.	
Payment Terms	
CASH SALE. Progress Payments to be made as follows: 25% upon receipt of permit with monthly progress billings based on actual percentage of completion for fabrication and installation activities. FINANCING. Financing available for approved clients via YESCO Financial Solutions (YFS) starting at \$10,949 per month with multiple options and improved terms available for qualified clients. All YFS Financing includes extended warranty on internal components for the duration of the term. Ask your YESCO representative for details. EXTENDED WARRANTY. Extended warranty for site labor services available for \$300 / month covers field labor and internal lighting and electrical components. Or \$10,832.47/month for 60 mos with \$54,162.37 down.	
	Subtotal
Click to apply: apps.yesco.com/creditapplication	Tax Total (%)
Required maintenance payment not included	Total

\$483,232.00

\$16,132.97

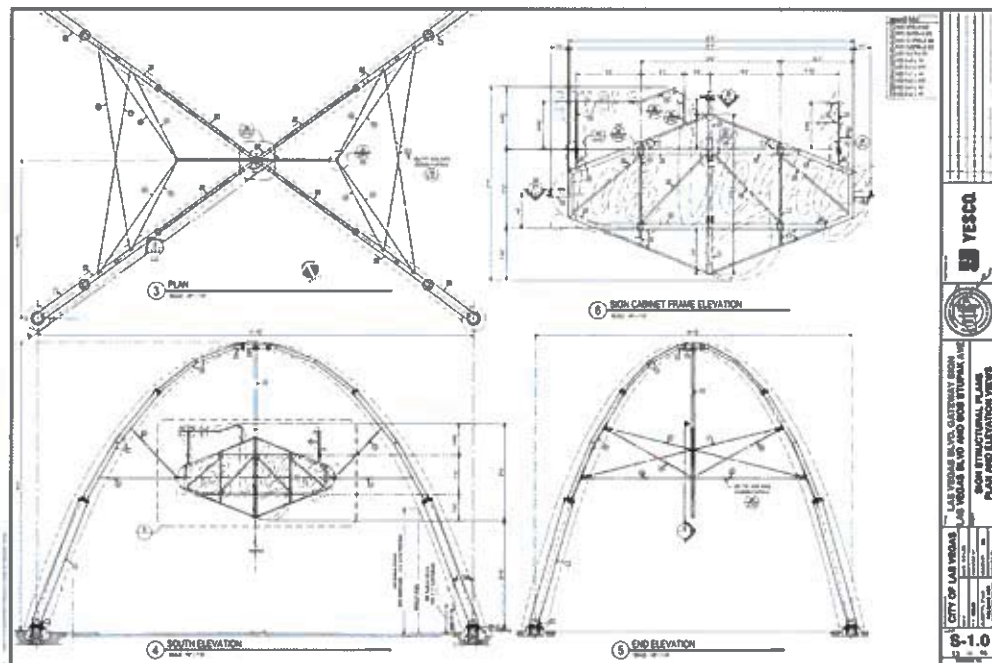
\$499,364.97

Ability to Perform / YESCO Project References

CS-1425 City of Vernon Gateway Arch Project
February 11, 2022

PROJECT REFERENCES

- **City of Las Vegas Gateway Sign:**
 - Client: City of Las Vegas 3001 Ronemus Dr Las Vegas NV 89128
Carol Black / 702-229-6231 / cblack@lasvegasnevada.gov
 - Project Video: <https://youtu.be/PQbWOUcObRg>



CS-1425 City of Vernon Gateway Arch Project
February 11, 2022

- **Loma Linda University:**
 - Client LLUH Construction & Architectural Services 24951 Stewart Street Loma Linda CA 92354
 - Contact: Kurtis Sharp / 951-373-0188 / ksharp@llu.edu



CS-1425 City of Vernon Gateway Arch Project
February 11, 2022

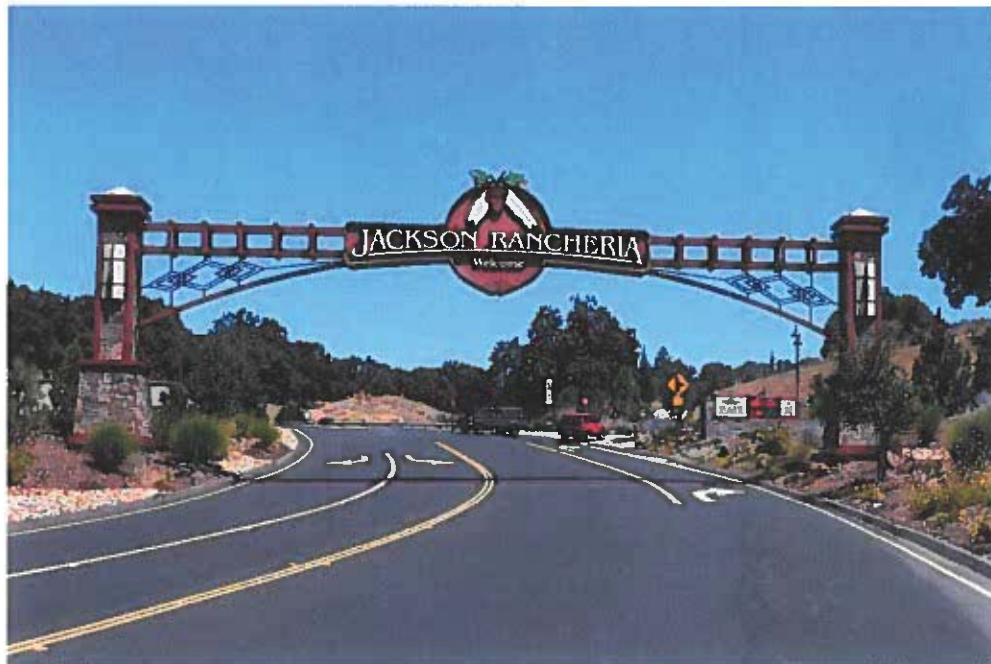
- **City Of Norco Gateway:**

- Client: City of Norco 2870 Clark Ave Norco CA 92860-1903
- Contact: Roger Goody / 651-270-5645 / rgoody@ci.norco.ca.us



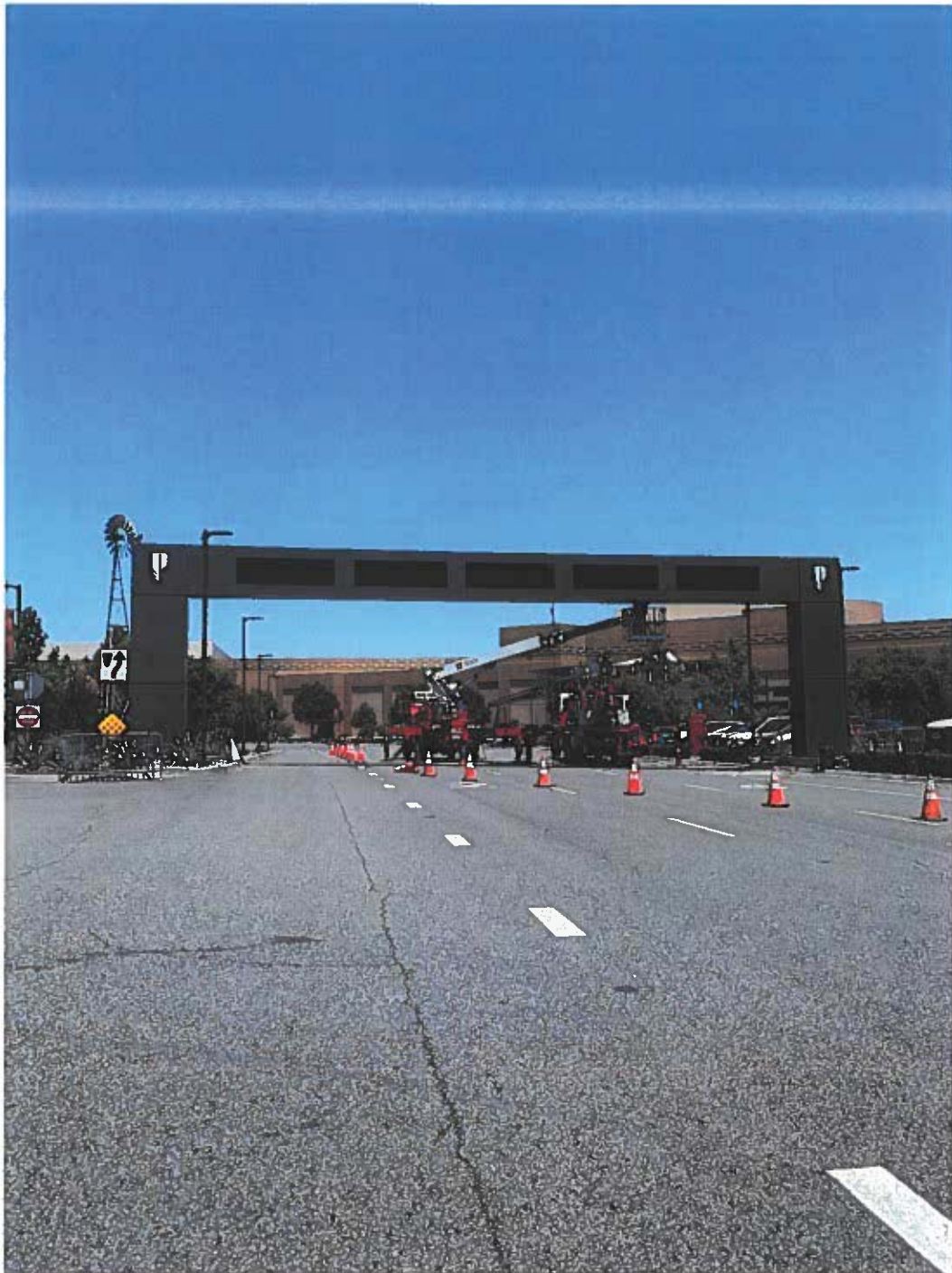
- **Jackson Rancheria Gateway:**

- Client: Jackson Band of Miwuk Indians 12222 New York Ranch Rd Jackson CA 95642-9407
- Contact: Damien Dinh / 209-256-6050 / ddinh@jacksoncasino.com



CS-1425 City of Vernon Gateway Arch Project
February 11, 2022

- Pechanga Casino Arrival Signs:
 - Client: Pechanga Casino Resort 45000 Pechanga Parkway Temecula CA 92592
 - Contact: Michael Murphy / 951-693-1819 / mmurphy@pechange.com



More Notable YESCO Projects:

- The Palms Hotel and Casino Las Vegas, NV – Tower LED Mesh Display
- T-Mobile Arena – Las Vegas, NV – LED Mesh Wall Display
- Westfield Culver City – Wall and Roof Mount Advertising Towers
- Cosmopolitan Resort & Casino, EGD Signage, Exterior Electronic Signage
- 1200 Figueroa – 10mm Digital Streetscape LED displays
- Sam Boyd Stadium, Interior and Exterior EGD Signage
- Thomas and Mack Center, Interior and Exterior EGD Signage
- The Veranda Concord – Retail EGD and ID signage
- Blvd 6200, Hollywood – Wall Mount Advertising Frames
- Westfield Metreon, San Francisco – 40 x 40 wall mount frames
- Jefferson Hollywood – Radius / Corner Mount Advertising Frames
- Hollywood & Highland – Rooftop Advertising Tower – West & North face
- Michigan State University, Center Hung LED Scoreboard
- Valparaiso University, Center Hung LED Scoreboard
- Mendenhall Center, University of Las Vegas, Exterior Signage
- Salt Lake City Real Stadium, Pylon, Soccer Ball, Way finding Signage
- Revel Casino, LED Globe on Hotel Tower including Structural Design
- Aria Casino, Pylon Signage / Collaboration with subterranean Parking Project.
- Gun Lake Casino, Interior Slot Gaming Package and Wayfinding Signage
- The Forum – Inglewood, CA Pylon Sign w/ Integrated Digital Display
- Wells Fargo Center – Los Angeles, CA Gold Leaf Tower Letters
- GM Headquarters - Detroit, Rooftop LED displays / Digital Display Bands

Affidavit of Non-Collusion

CS-1425 City of Vernon Gateway Arch Project Request for Proposals

AFFIDAVIT OF NON-COLLUSION BY CONTRACTOR

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

Ken Person, being first duly sworn deposes
and says that he/she is Vice President
(Insert "Sole Owner", "Partner", "President", "Secretary", or other proper title)
of YESCO LLC dba Yesco Signs LLC
(Insert name of bidder)
who submits herewith to the City of Vernon a bid/proposal;

That all statements of fact in such bid/proposal are true;

That such bid/proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That such bid/proposal is genuine and not collusive or sham;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Vernon, or of any other bidder or anyone else interested in the proposed contract; and further

That prior to the public opening and reading of bids/proposals, said bidder:

- a. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- b. Did not directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid/proposal, or that anyone should refrain from bidding or withdraw his/her bid/proposal;
- c. Did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid/proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his/her bid/proposal price, or of that of anyone else;
- d. Did not, directly or indirectly, submit his/her bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except the City of Vernon, or to any person or persons who have a partnership or other financial interest with said bidder in his/her business.

I certify under penalty of perjury that the above information is correct

By: [Signature] Title: Vice President

Date: 2-11-2022

Addendum to Standard Form of Agreement

**BID CLARIFICATIONS/QUALIFICATIONS
CITY OF VERNON
GATEWAY SIGNAGE**

YESCO LLC dba YESCO Signs LLC ("Contractor") is pleased to submit the enclosed bid to The City of Vernon ("City") for the City of Vernon Gateway Signage with the following bid clarifications and qualifications:

INDEMNITY References to indemnification, defend, guarantee, hold harmless, and other terms of similar meaning as may exist at various places in the Agreement (collectively "Indemnification" for purposes of this paragraph), are understood by the parties to mean that Subcontractor shall provide such Indemnification only to the extent that damages result from the negligence or otherwise wrongful acts or omissions of only Contractor, its employees, subcontractors, and agents.

WAIVER OF SUBROGATION. Waiver of Subrogation applies only as respect to the work performed by Contractor.

PRIMARY COVERAGE. In the event, and to the extent that City suffers liability or damages because of Contractor's negligent or otherwise wrongful performance of the work, or because of Subcontractor's failure to meet its contractual obligations, Contractor's insurance will be primary.

POSSESSION. References in the Agreement to Contractor taking possession of Contractor's equipment, scaffolds, tools, appliances and any other items thereon are null and void.

PENALTIES/DAMAGES. Neither City nor Contractor will be liable for any liquidated, special, incidental, indirect or consequential damages as a result of a breach, dispute or default under this Agreement.

RIGHT TO REVIEW. Contractor hereby reserves the right to review and negotiate any terms and conditions contained in any Work Authorization it may be required to enter into, including General Conditions and Special Conditions, as well as any documents incorporated therein by reference.

Additional Clarifications

CS-1425 City of Vernon Gateway Arch Project
February 11, 2022

Right to Review. In submitting this proposal, YESCO LLC dba YESCO Signs LLC hereby reserves the right to review and negotiate any terms and conditions contained in any Agreement and/or Purchase Order it may be required to enter into, including General Conditions and Special Conditions, as well as any documents incorporated therein by reference, upon the acceptance of such proposal.

Third Party Design: This Quotation / Bill of Materials is based on drawings and information provided by customer and represents YESCO's interpretation of that information. YESCO cannot be held responsible for errors and omissions within the design documents. Additional and/or Alternate components may be required in order to achieve design intent. Manufacturers terms and conditions and warranties shall apply.

Permits / Permit Procurement. Permit related costs are an allowance intended as a place holder for permit acquisition labor costs. Actual costs will be calculated on a time and material basis with procurement labor billed at \$85 per hour and permit fees reimbursed at cost and adjusted via contract change order upon receipt of permit.

Lane Closure / lane Closure Permits. Lane Closure related costs are an allowance intended as a placeholder for costs related to the traffic control scope of work. Actual costs will be calculated on a time and material basis at cost plus contract specified mark up and adjusted via contract change order after substantial completion.

Primary Electrical. YESCO will specify primary power requirements. Owner / GC to provide primary power to sign locations. Transformer(s), switch gear, energy management systems, harmonic filters, contactors and related electrical control infrastructure is the responsibility of the Owner.

Soils. Customer is to provide YESCO with soils report(s) as determined necessary by Building Official to engineering.

Underground Utilities. Relocation or repair of underground utilities is excluded

Third Party Inspections. All third-party inspections specific to signage scope of work to be provided by Owner / GC.

Work Shift. YESCO proposal is based on work being completed during standard work shift. Overtime, if requested, is additional.

Work Area. Proposal contingent upon access for YESCO crews and equipment staging in and around the sign area(s) for installation.

Prevailing Wages: Site Labor for this project was calculated using Prevailing Wage Rates per the State of California DIR Wage Determination and Scope of Work Provisions for Iron Workers.

Union Forces. No Trade Union Labor will be utilized to perform this scope of work.

Bonds. Performance and payment bonds are excluded.

Validity. This Proposal is valid for 90 days with the exception of material cost increases due to Trade Tariff levees beyond the control of YESCO and its suppliers.

EXHIBIT B
SCHEDULE



Proposal

For Work At

Vernon Gateway
2528 Santa Fe Avenue @ 26th Street
Vernon CA 90058
United States

Billing Address

City of Vernon
4305 Santa Fe Avenue
Vernon CA 90058
United States

Account Executive

008242 Jason V Gopperton
Yesco Signs LLC
10235 Bellegrave Avenue
Jurupa Valley CA 91752
United States

Date	Project Number	Project Description	Pricing Valid Until	Deposit
02/11/2022	PRY-35142	Vernon Gateway	05/31/2022	\$120,808.00

Item	Amount
------	--------

Design and Engineering (WIP)

Design and Engineering Services:

Provide Stamped engineering for building official review including revisions necessary to address corrections.

\$6,000.00

California Sign Sales

Fabrication Scope:

Fabricate, prime & paint columns, Truss Beams, Letters and descender cabinet.

Drill and install "Rivets" (Carriage Bolts) throughout

Install Vernon letters onto Truss and wire. (one letter left off on each side for field seam work)

Provide, install and wire RGB lighting in columns and truss

\$289,678.00

California Sign Sales

Provide and install RGB Lighting for columns & Truss

\$26,421.00

California Sign Sales

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Provide Installation Services at Prevailing Wage Rates per DIR rate for Iron Workers in Southern California region.

Excavation of foundations

Setting of reinforcement steel and anchors

Provide concrete and pour foundations

Setting of Gateway Columns

Assembly and installation of truss beam

Installation of remaining Vernon letters and descending cabinet

Final connections and test of RGB lighting

\$69,480.00

California Sign Sales

General Conditions:

Load / Haul / Travel / Mobilize

\$33,688.00

California Sign Sales

Lane Closures / Lane Closure Permit Allowance.

\$33,500.00

California Sign Sales

Demolition and replacement of existing curb / sidewalk / asphalt

\$19,465.00

Item	Amount
Permit Acquisition	\$5,000.00
Permit Acquisition Allowance: Permit Acquisition is an allowance only. Actual costs to be billed time and material at \$95 per hour with final cost to be adjusted upon issuance of permits. Permits fees to be additional and billed separately at cost.	
Exclusions	
Exclusions / Qualifications: Right to Review. In submitting this proposal, YESCO LLC dba YESCO Signs LLC hereby reserves the right to review and negotiate any terms and conditions contained in any Agreement and/or Purchase Order it may be required to enter into, including General Conditions and Special Conditions, as well as any documents incorporated therein by reference, upon the acceptance of such proposal. Permits / Permit Procurement. Permits and Permit Procurement costs are excluded. If required, Permit related costs to be calculated on a time and material basis with procurement labor billed at \$90 per hour and permit fees reimbursed at cost and added as a change order to the overall contract price. Lane Closure / Lane Closure Permits. Lane Closure and Lane Closure Permit costs are an allowance only. Actual costs will be calculated on a time and material basis at cost plus 25% and allowance will be adjusted accordingly via contract change order. Primary Electrical. YESCO will specify primary power requirements. Owner / GC to provide primary power to sign locations. Transformer(s), switch gear, energy management systems, harmonic filters, contactors and related electrical control infrastructure is the responsibility of the Owner. Structural. Customer is to provide YESCO with soils report(s) for foundation design as required by the Building Official, Underground Utilities. Relocation or repair of utilities, whether above grade or below grade is excluded. This includes storm drains and/or drain Pipe. Third Party Inspections. All third-party inspections specific to signage scope of work to be provided by Owner / GC. Work Shift. YESCO proposal is based on work being completed during standard work shift. Over time, if requested, is additional. Work Area. Proposal contingent upon access for YESCO crews and equipment staging in and around the sign area(s) for installation. Prevailing Wages: Prevailing wages have been included for the installation activities in this proposal. Union Forces. No Trade Union Labor will be utilized to perform this scope of work. Bonds. Performance and payment bonds are excluded. Validity. This Proposal is valid for 30 days with the exception of material cost increases due to Trade Tariff levees beyond the control of YESCO and its suppliers.	
Payment Terms	
CASH SALE. Progress Payments to be made as follows: 25% upon receipt of permit with monthly progress billings based on actual percentage of completion for fabrication and installation activities. FINANCING. Financing available for approved clients via YESCO Financial Solutions (YFS) starting at \$10,949 per month with multiple options and improved terms available for qualified clients. All YFS Financing includes extended warranty on internal components for the duration of the term. Ask your YESCO representative for details. EXTENDED WARRANTY. Extended warranty for site labor services available for \$300 / month covers field labor and internal lighting and electrical components. Or \$10,832.47/month for 60 mos with \$54,162.37 down.	
	Subtotal
Click to apply: apps.yesco.com/creditapplication	Tax Total (%)
Required maintenance payment not included	Total

\$483,232.00

\$16,132.97

\$499,364.97

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.



Artist rendering of the Gateway Arch

City Council Agenda Item Report

Submitted by: Daniel Wall
Submitting Department: Public Works
Meeting Date: April 5, 2022

SUBJECT

Vernon Rental Housing Policy

Recommendation:

Adopt Resolution No. 2022-08 approving a Vernon Rental Housing Policy for the Vernon Housing Commission and repealing Resolution No. 2011-175.

Background:

On March 9, 2022, the Vernon Housing Commission (VHC) considered the Vernon Rental Housing Policy and adopted Resolution No. VHC-9 approving a Vernon Rental Housing Policy, submitting said policy to the City Council for adoption and repealing Resolution No. VHC-5.

Pursuant to Municipal Code Section 2.40.060, the Vernon Housing Commission is charged with:

- A. Taking action with respect to City-owned dwelling units including entering into leases; removing tenants for cause per laws of the State of California; setting, adjusting and collecting rents; and repairing or reconstructing units;
- B. Enforcing the Vernon Rental Housing Policy;
- C. Making recommendations to the City Council regarding the extent to which City ownership of housing stock continues to provide public benefits that are sufficiently adequate to merit ownership and whether the public interest would be served by the City divesting its ownership in any of the City-owned dwelling units;
- D. Making recommendations to the City Council with respect to opportunities for the development of housing opportunities in the City and in other cities and communities in close proximity to the City;
- E. Advising the City Council with respect to all matters relevant to the housing element of the City or any City-owned dwelling unit in the City; and
- F. Performing such other duties as may be delegated by the City Council.

The VHC approved certain changes to the Vernon Rental Housing Policy via VHC-9 to update and refine policy language. Such revisions include the following:

- Removal of Section 4 of the policy which was instituted for the purpose of providing tenants in housing prior to October 21, 2011 to remain in Vernon housing, as the section is no longer applicable.
- Minor, non-substantive edits, including changing the reference from ordinance to the Municipal Code section, and standard formatting, have been made to the policy for clarity.

Staff recommends that the City Council adopt a resolution adopting the Vernon Rental Housing Policy.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [Resolution No. 2022-08](#)
2. [Resolution No. VHC-9](#)

RESOLUTION NO. 2022-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON
APPROVING A VERNON RENTAL HOUSING POLICY FOR THE
VERNON HOUSING COMMISSION AND REPEALING RESOLUTION NO.
2011-175

SECTION 1. Recitals.

- A. On October 18, 2011, the City Council of the City of Vernon adopted Resolution No. 2011-175 approving a Vernon Rental Housing Policy (VRHP) for the Vernon Housing Commission (VHC) pursuant to VHC Resolution No. VHC-5.
- B. On March 9, 2022, the VHC adopted Resolution No. VHC-9 recommending an amended VRHP for approval by the City Council pursuant to Section 2.40.060.B of the Vernon Municipal Code.
- C. The City Council finds that the VRHP submitted meets the criteria of California federal and state fair housing laws.

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 adopts the Vernon Rental Housing Policy, attached hereto as Exhibit A, as recommended by the VHC.

SECTION 4. All resolutions or parts of resolutions, specifically Resolution No. 2011-175, not consistent with or in conflict with this resolution are hereby repealed.

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SECTION 5. The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

APPROVED AND ADOPTED this 5th day of April, 2022.

MELISSA YBARRA, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

ZAYNAH N. MOUSSA,
Interim City Attorney

VERNON RENTAL HOUSING POLICY
Approved by the Housing Commission on March 9, 2022
Adopted by the City Council on April 5, 2022

The following Vernon Rental Housing Policy shall be applied to all housing owned by the City of Vernon and leased to the public.

1. Fair Housing: The City of Vernon is committed to managing its City-owned housing at the highest levels of fairness and impartiality. At a minimum, the City of Vernon shall comply with all applicable federal and state fair housing laws, including the Federal Fair Housing Act, as amended, 42 U.S.C. 3601 et seq., and the California Fair Employment and Housing Act, California Government Code Section 12955 et. seq. (FEHA).
2. "Market" Rents: Subject to the provisions of Section 6 below, all rents charged by the City of Vernon shall be based on a "market" value, the VHC should remain sensitive to the unique industrial and commercial character of the City of Vernon, including various environmental realities that are inherent in the City of Vernon. The VHC should also remain sensitive to the limited number of residential resources that the City of Vernon provides, as compared to other locales. Finally, to the extent reasonably practicable, when setting a "market" value for any particular rental unit, an individualized assessment of the particular rental unit shall be taken into account.
3. Length of Tenancy: All new leases shall be for a term of one (1) year. Renewal(s) of leases shall be for a term no longer than one (1) year, without limitation on the number of renewals, so long as a lessee is in good standing.
4. Terms and Conditions: The terms and conditions of all tenancies shall be neutral, fair and reasonable, and shall be based on appropriate standards to bring all such residential tenancies. To the extent reasonably practicable, terms and conditions should take into account any factors that may be present in the City of Vernon and that may not be present elsewhere. All leases for City-owned residences shall contain a right of first refusal to purchase the residence if the residence is offered for sale.
5. Transition for Existing Tenants: To the extent any existing tenancy is not in compliance with the Policy, the VHC shall adopt procedures to bring all such tenancies into compliance. To avoid undue hardship on existing tenants, transitional procedures shall allow for a reasonable period of time to achieve full compliance with the Policy. To the extent any individual lease has a particularized hardship, the VHC shall adopt procedures to allow an individual lease to appeal to the VHC so that any particularized hardship may be addressed in an equitable manner and to avoid any undue hardship for any particular lessee.

Vernon Rental Housing Policy
Page 2 of 2

6. Implementation: The VHC shall promulgate such procedures as may be appropriate and/or necessary to implement and maintain the Policy.

RESOLUTION NO. VHC-9

A RESOLUTION OF THE VERNON HOUSING COMMISSION OF THE CITY OF VERNON APPROVING A VERNON RENTAL HOUSING POLICY, SUBMITTING SAID POLICY TO THE CITY COUNCIL FOR ADOPTION AND REPEALING RESOLUTION NO. VHC-5

SECTION 1. Recitals.

- A. Pursuant to Vernon Municipal Code Section 2.40.060.B., on October 5, 2011, the Vernon Housing Commission (VHC) adopted Resolution No. VHC-5 adopting a Vernon Rental Housing Policy and submitting said Policy to the City Council for approval.
- B. On October 18, 2011, the City Council considered the Policy and adopted Resolution No. 2011-175 approving a Vernon Rental Housing Policy for the Vernon Housing Commission.
- C. Said policy has been reviewed and the Vernon Housing Commission desires to update said policy.

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

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

SECTION 3. The Vernon Housing Commission hereby approves the following Vernon Rental Housing Policy, attached hereto as Exhibit A, and recommends the City Council adopt said policy.

SECTION 4. All resolutions or parts of resolutions, specifically Resolution No. VHC-5, not consistent with or in conflict with this resolution are hereby repealed.

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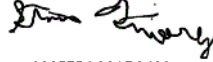
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SECTION 5. The Secretary of the Commission shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

APPROVED AND ADOPTED this 9th day of March, 2022.

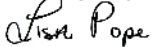
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STEVEN FROBERG, Chair

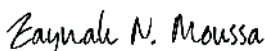
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LISA POPE, Secretary
(seal)

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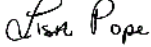
ZAYNAH N. MOUSSA,
Legal Counsel

O FORM:

I CERTIFY THAT THE FOREGOING RESOLUTION NO. VHC-9 was passed and adopted by the Housing Commission of the City of Vernon at the Regular meeting on March 9, 2022 by the following vote:

AYES:	5	Commission Members: Edry, Lopez, Nevarez Jr., Ybarra, Froberg
NOES:	0	
ABSENT:	1	Commission Member: Goff
ABSTAIN:	0	

DocuSigned by:



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LISA POPE, Secretary
(seal)

VERNON RENTAL HOUSING POLICY
Adopted March 9, 2022

The following Vernon Rental Housing Policy shall be applied to all housing owned by the City of Vernon and leased to the public.

1. Fair Housing: The City of Vernon is committed to managing its City-owned housing at the highest levels of fairness and impartiality. At a minimum, the City of Vernon shall comply with all applicable federal and state fair housing laws, including the Federal Fair Housing Act, as amended, 42 U.S.C. 3601 et seq., and the California Fair Employment and Housing Act, California Government Code Section 12955 et. seq. (FEHA).
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4. Terms and Conditions: The terms and conditions of all tenancies shall be neutral, fair and reasonable, and shall be based on appropriate standards to bring all such residential tenancies. To the extent reasonably practicable, terms and conditions should take into account any factors that may be present in the City of Vernon and that may not be present elsewhere. All leases for City-owned residences shall contain a right of first refusal to purchase the residence if the residence is offered for sale.
5. Transition for Existing Tenants: To the extent any existing tenancy is not in compliance with the Policy, the VHC shall adopt procedures to bring all such tenancies into compliance. To avoid undue hardship on existing tenants, transitional procedures shall allow for a reasonable period of time to achieve full compliance with the Policy. To the extent any individual lease has a particularized hardship, the VHC shall adopt procedures to allow an individual lease to appeal to the VHC so that any particularized hardship may be addressed in an equitable manner and to avoid any undue hardship for any particular lessee.
6. Implementation: The VHC shall promulgate such procedures as may be appropriate and/or necessary to implement and maintain the Policy.

City Council Agenda Item Report

Submitted by: Mark Aumentado
Submitting Department: Public Utilities
Meeting Date: April 5, 2022

SUBJECT

Construction Contract with Capital Industrial Coatings, LLC for the Rehabilitation of Reservoirs 2-1, 2-2, and 2-3 Project

Recommendation:

- A. Find that the proposed action is categorically exempt from California Environmental Quality Act (CEQA) review, in accordance with CEQA Guidelines Section 15301, because the project consists of the maintenance, repair or minor alteration of existing facilities and equipment and involves negligible or no expansion of an existing use;
- B. Accept the bid from Capital Industrial Coatings, LLC as the lowest responsive and responsible bidder and reject all other bids;
- C. Approve and authorize the City Administrator to execute a Construction Contract with Capital Industrial Coatings, LLC in substantially the same form as submitted, in an amount not-to-exceed \$2,033,308 for the Rehabilitation of Reservoirs 2-1, 2-2, and 2-3; and
- D. Authorize a contingency amount of \$200,000 in the event of unforeseen changes in the project and grant authority to the City Administrator to issue Change Orders for an amount up to the contingency amount, if necessary.

Background:

The six one-million-gallon above-ground steel reservoirs at Pumping Plant 2 and Pumping Plant 3 were originally designed and constructed in the 1950s. Together, these reservoirs provide six million gallons of the City's 16.75 million gallons of storage capacity. On March 4-5, 2020, the State Water Resources Control Board (SWRCB) conducted an inspection of Vernon Public Utilities (VPU) water facilities, including groundwater wells, reservoirs, and booster plants. The Inspection Report dated August 12, 2020 indicated minor deficiencies in the steel reservoirs that should be corrected during planned reservoir rehabilitation projects indicated in the Water Division bond-funded 3-year Capital Improvement Plan (CIP).

VPU staff determined that the reservoirs at Pumping Plant 3 were in worse condition than the reservoirs at Pumping Plant 2 and, consequently, repairs of Pumping Plant 3 Reservoirs were prioritized. VPU is now in the latter stages of the Rehabilitation of Reservoir 3-1, 3-2, and 3-3 project. VPU plans to begin construction of the Rehabilitation of Reservoir 2-1, 2-2, and 2-3 (Project) shortly after the completion of the rehabilitation of the Pumping Plant 3 Reservoirs.

The Project for the Rehabilitation of Reservoirs 2-1, 2-2, and 2-3 will primarily consist of removal of the existing interior and exterior reservoir paintings and coatings, installation of a new three-stage epoxy interior coating, and painting of the exterior. Reservoirs 2-1, 2-2, and 2-3 were last coated in 1995, 1992, and 1994, respectively. Agencies can typically expect 25 years in between coatings; therefore, it is important to prioritize this Project as the previous coatings have surpassed the expected useful life. Additionally, the scope of work provides for minor modifications and repairs to the reservoir structures for current health and safety compliance as well as provisions for mixing equipment which will enable VPU to better

manage the chlorine residuals within these three reservoirs. Chlorine residuals are important in the storage and distribution of potable water as these residuals are available in the water to disinfect any pathogens, such as bacteria or viruses.

On February 10, 2022, the City Administrator authorized issuance of a Notice Inviting Bids (NIB) to seek bids from contractors on the Rehabilitation of Reservoirs 2-1, 2-2, and 2-3. Pursuant to Vernon Municipal Code (VMC) Section 3.32.120, the NIB was posted on the City's website, Planet Bids, and published in the local newspaper. As a result of outreach efforts, five (5) bids were received and opened on the February 28, 2022 Bid Deadline. The calculated results are as follows:

1. Capital Industrial Coatings, LLC \$2,033,308
2. Colon Coatings, Inc. \$2,111,500
3. Advanced Industrial Services, Inc. \$2,149,600
4. Simpson Sandblasting and Special Coatings, Inc. \$2,434,071
5. Unified Field Services, Inc. \$2,523,785

Each bid was thoroughly examined by a panel in which an evaluation of each bid was made based on cost and references. Capital Industrial Coatings, LLC was deemed the lowest responsible bidder to provide the desired services to VPU. Accordingly, staff recommends that Council approve the proposed construction contract with Capital Industrial Coatings, LLC.

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

Fiscal Impact:

The fiscal impact of the Project is \$2,033,308, plus the contingency amount of \$200,000, for a not-to-exceed amount of \$2,233,308. At approximately ten percent (10%) of the total contract amount, the contingency is within a typical range for the size and scope of the project and will enable staff to authorize any necessary work to meet the Project objectives with minimal impact to the Project timeline. The Project is included in the Water System Revenue Bonds, 2020 Series A and will be funded with bond proceeds and paid from Capital Outlay Account No. 020.1084.900000.

Attachments:

1. [Construction Contract with Capital Industrial Coatings, LLC](#)

CONSTRUCTION CONTRACT BETWEEN
CITY AND CONTRACTOR

This Agreement is made and entered into at Vernon, California this 5th day of April, 2022, by and between the CITY OF VERNON, a chartered municipal corporation (hereinafter "City") and Capital Industrial Coatings, LLC, an Illinois corporation (hereinafter "Contractor"), for construction of Rehabilitation of Reservoirs 2-1, 2-2, and 2-3, Contract No. LP-0655.

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 A1 – Performance Bond
- E. Exhibit A2 – Payment Bond
- F. Exhibit A3 – Maintenance Bond
- G. Exhibit A4 – Insurance Requirements
- H. Exhibit A5 – Statement to Comply with Minimum Requirements of the Stormwater Permit
- I. Exhibit A6 – Statement of Intent to Comply with Minimum Requirements of the California Covid-19 Industry Guidance: Construction
- J. Exhibit B – Special Provisions Specific for this Project
- K. Exhibit C – Equal Employment Opportunity Practices Provisions
- L. Notice Inviting Bids
- M. Instructions to Bidders
- N. Bid Forms

O. Designation of Subcontractors

2. REFERENCE DOCUMENTS

The following Reference Documents are not considered Contract Documents and were provided to the Contractor for informational purposes. Contractor may rely upon the technical data contained in such documents but not upon non-technical data, interpretations, opinions or provisional statements contained therein:

3. SCOPE OF WORK

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

Rehabilitation of Reservoirs 2-1, 2-2, and 2-3
Contract No. LP-0655

4. TIME FOR PERFORMANCE

Contract Time. Contractor shall achieve Substantial Completion of the Work within three hundred twenty (320) 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 five hundred dollars (\$500.00) per day for each calendar day occurring after the expiration of the Contract Time for Substantial Completion until Contractor achieves Substantial Completion of the entire Work, as required by Article 3 of the General

Conditions of Contract.

Contractor Initial here: _____.

5. CONTRACT SUM

In consideration of the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, City shall pay Contractor the sum of two million thirty-three thousand three hundred eight dollars/no cents (\$2,033,308.00), payable as set forth in the General Conditions ("Contract Sum").

6. PERMIT FEE REIMBURSEMENT

In accordance with Paragraph 1.03 of the General Conditions, the City shall reimburse Contractor for the documented actual direct cost of Permit Fees, without Allowable Mark-up, in addition to payment of the Contract Sum.)

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

Executed at _____, California.

Contractor's Corporate Seal

Capital Industrial Coatings, LLC:

By: _____
An Authorized Signatory

Printed Name: _____

Title: _____

Date: _____

Capital Industrial Coatings, LLC

By: _____
An Authorized Signatory

Printed Name: _____

Title: _____

Date: _____

CITY OF VERNON:

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

By: _____
Name: Lisa Pope
Title: City Clerk

APPROVED AS TO FORM:

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

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 General Manager of Public Utilities 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. Except as otherwise provided in the Notice Inviting Bids, the Contractor shall apply for, obtain, and pay for all permits including, but not limited to, building or structure permits, plumbing system permits, mechanical system permits, electrical system permits, structural system permits, demolition permits, excavation permits, street use permits, driveway permits, sidewalk, curb, sewer, gutter, crosswalk, paving or other street work grading permits, street/utility use permits, OSHA permits, fire sprinkler permits, fence permits, blasting permits, landscaping/irrigation permits, and permits to demolish, remove, or make major alterations to any designated historic resource; inspections; and plan checks obtained after the Date of Commencement of the Work. The Notice Inviting Bids contains a list of permits and other Governmental Approvals and Utility Fees obtained and paid for by the City prior to the Date of Commencement; Contractor is responsible for obtaining all Governmental Approvals and

Utility Fees not listed in the Notice Inviting Bids.

- B. The City will reimburse Contractor monthly for the documented actual direct cost paid to governmental agencies or utilities for all Permit Fees according to the payment provisions of the Contract Documents after submission to the City of the Contractor's and/or Subcontractors' original receipts from the governmental entities or utilities ("Permit Fee Reimbursement"). Contractor shall deliver the original receipt to the City's Project Manager with each permit. All Permit Fees shall be separately itemized in each Application for Payment and copies of the receipt(s) and permit(s) must be attached. The Base Bid sum / Contract Sum shall include the cost of administration and coordination for all Governmental Approvals and Utility Fees.
- C. All documents evidencing Contractor's satisfaction with all Governmental Approvals and Utility Fees must be submitted to the City prior to submission of the Application for Final Payment.
- D. Where requirements of the Governmental Approvals differ from those of the Drawings and Specifications, the more stringent requirements shall apply.
- E. Unless otherwise specified in the Contract Documents, Contractor shall be responsible for payments of all Utility Fees from the Date of Commencement until City's Final Acceptance of the Work.

1.04 LICENSES

The Contractor shall apply for, obtain, and pay for all licenses required by governing authorities for the Work. Contractor shall apply 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>Capital Industrial Coatings, LLC</u>
	<u>17792 Metzler Lane A</u>
	<u>Huntington Beach, CA 92647</u>
Attention:	<u>Spiro Poulos</u>
Phone:	<u>(219) 293-1883</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>Vernon Public Utilities</u>
	<u>4305 Santa Fe Avenue</u>
	<u>Vernon, CA 90058</u>
Attention:	<u>Mark Aumentado, P.E.</u>
Phone:	<u>(323) 583-8811 ext. 309</u>
E-mail:	<u>maumentado@cityofvernon.org</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 A5).

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

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

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

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

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

The SWPPP shall include:

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

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

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

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

D. Best Management Practices

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

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

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

E. Implementation

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

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

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

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

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

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

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

G. Sewage Spill Telephone Notification

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

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

Fire Department Dispatch Center (323) 262-2111

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

Mark Aumentado (323) 583-8811
ext. 309

H. Sewage Spill Written Notification

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

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

I. Enforcement

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

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

J. Maintenance

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

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

K. Payment

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

2.18 SOLID WASTE DISPOSAL AND DIVERSION

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

SUMMARY OF SOLID WASTE DISPOSAL AND DIVERSION

Project Title: _____ Specification No. _____

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

Form to be submitted to the City

SIGNATURE: _____

TITLE: _____

DATE: _____

2.19 RECYCLED, REUSABLE AND RECYCLABLE PRODUCTS

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

[END OF ARTICLE]

ARTICLE 3 - TIME OF COMMENCEMENT AND COMPLETION

3.01 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

A. Notice to Proceed

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

B. Prosecution of the Work

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

C. Required Contract Completion

Time is of the essence in the completion of this Contract. The Work shall be completed in its entirety and made ready for service within three hundred twenty (320) 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 five hundred dollars (\$500.00) per day, with respect to Contractor's failure to achieve Substantial Completion of the Work within the Contract Time. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85. The Contractor acknowledges and agrees that the liquidated damages are intended to compensate City solely for the Contractor's failure to meet the deadline for Substantial Completion and shall not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.
- B. In the event that Contractor fails to achieve Substantial Completion of the Work within the Contract Time, Contractor agrees to pay City the amount specified in the Contract form for each calendar day that Substantial Completion is delayed.
- C. Contractor and City acknowledge and agree that the foregoing liquidated damages have been set based on an evaluation of damages that the City will incur in the event of late completion of the Work. Contractor and City acknowledge and agree that the amount of such damages are impossible to ascertain as of the effective date hereof and have agreed to such liquidated damages to fix City's damages and to avoid later disputes. It is understood and agreed by Contractor that liquidated damages payable pursuant to this Agreement are not a penalty and that such amount are not manifestly unreasonable under the circumstances existing as of the effective date of this Agreement.
- D. It is further mutually agreed that City shall have the right to deduct liquidated damages against progress payments or retainage and that the City will issue a Construction Change Directive and reduce the Contract Sum accordingly. In the event the remaining unpaid Contract Sum is insufficient to cover the full amount of liquidated damages. Contractor shall pay the difference to City.

[END OF ARTICLE]

ARTICLE 4 - CONSTRUCTION SCHEDULES

4.01 BASELINE PROJECT SCHEDULE

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

A. Format

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

B. Float

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

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

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

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

D. Early Completion

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

4.02 SCHEDULE UPDATES

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

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

4.03 NONCOMPENSABLE EXTRAORDINARY MEASURES

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

4.04 CONDITION OF PAYMENT

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

[END OF ARTICLE]

ARTICLE 5 - SUSPENSION OR TERMINATION OF CONTRACT

5.01 TERMINATION BY THE CONTRACTOR

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

5.02 TERMINATION BY THE CITY FOR CAUSE

A. Grounds

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

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

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

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

B. City's Rights.

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

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

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

C. Costs

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

D. Wrongful Termination

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

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

5.03 PARTIAL DELETION OR SUSPENSION OF WORK BY THE CITY

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

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

for Contractor's failure to:

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

G. Responsibilities of Contractor During Suspension Periods

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

5.04 TERMINATION BY THE CITY FOR CONVENIENCE

A. Grounds

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

B. Contractor Actions

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

C. Compensation

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

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

D. No Consequential Damages

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

5.05 CONTRACTOR'S DUTIES UPON TERMINATION FOR CAUSE OR CONVENIENCE

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

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

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

[END OF ARTICLE]

ARTICLE 6 – CHANGES

6.01 CITY'S RIGHT TO ORDER CHANGES

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

6.02 APPLICABLE PROVISIONS

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

6.03 NOTICE OF SCOPE CHANGE

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

6.04 CHANGE ORDERS

A. Computation

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

B. Accord and Satisfaction

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

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

6.05 CONSTRUCTION CHANGE DIRECTIVE (FIELD DIRECTIVE)

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

6.06 PRICING CHANGES IN THE WORK

A. Alternative Methods of Pricing

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

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

B. Contractor Maintenance of Daily Records for Changes

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

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

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

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

C. Allowable Costs

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

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

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

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

D. **Costs Not Allowed**

Allowable Costs shall not include any of the following:

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

E. **Allowable Mark-Up**

1. If the Net Cost of Extra Work is less than or equal to \$25,000, the Allowable Mark-Up shall be computed as follows:
 - (a) For Extra Work performed directly by the Contractor's forces, the added cost for all expenses of overhead, profit, bond and insurance ("Allowable Mark-Up") shall not exceed fifteen percent (15%) of the net cost of the Extra Work.
 - (b) For Extra Work performed by a Subcontractor, the added cost of combined expenses, Allowable Mark-Up for Contractor and all Subcontractor(s) shall not exceed twenty (20%) of the net cost of all Subcontractor(s)'s Extra Work.

2. If the net cost of Extra Work is greater than \$25,000 and less than or equal to \$100,000, the Allowable Mark-up shall be computed as follows:
 - (a) For Extra Work performed directly by the Contractor's forces the added cost for Allowable Mark-Up shall not exceed twelve (12%) of the net cost of the Extra Work.
 - (b) For Extra Work performed by a Subcontractor, the added cost of combined expenses for Allowable Mark-Up for Contractor and all Subcontractor(s) shall not exceed seventeen (17%) of the net cost of all Subcontractor(s)'s Extra Work.
3. If the net cost of Extra Work is greater than \$100,000, the Allowable Mark-up shall be computed as follows:
 - (a) For Extra Work performed directly by the Contractor's forces the added cost for Allowable Mark-Up shall not exceed ten percent (10%) of the net cost of the Extra Work.
 - (b) For Extra Work performed by a Subcontractor, the added cost of combined expenses for Allowable Mark-Up for Contractor and all Subcontractor(s) shall not exceed fifteen (15%) of the net cost of all Subcontractor(s)'s Extra Work.

F. Net Allowable Costs

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

6.07 CITY ORIGINATED REQUEST FOR ITEMIZED CHANGE ORDER PROPOSAL REQUEST

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

6.08 CONTRACTOR ORIGINATED CHANGE ORDER REQUEST (COR)

If the Contractor believes that instructions issued by the City after the effective date of the Contract will result in changes to the Contract Sum or Contract Time or if the Contractor otherwise becomes aware of the need for or desirability of a change in the Work, Contractor may submit a written Change Order Request ("COR") to the City in writing, in a format acceptable to City and in accordance with the notice provisions and other requirements of Article 7 below for Claims. The COR must specify the reasons for the proposed change, cost impacts and relevant circumstances and impacts on the Construction Schedule. The document shall be complete in its description of the Work, its material and labor quantities and detail, and must support and justify the costs and credits claimed by the Contractor. A Critical Path Method schedule Fragnet is required

to support and justify any additional time of performance requested by the Contractor. The City will not review any COR which is incomplete. The Contractor may request additional compensation and/or time through a COR but not for instances that occurred more than ten (10) calendar days prior to the notice date. Contractor's failure to initiate a COR within this ten-day period or to provide detailed back-up documentation to substantiate the COR within thirty (30) calendar days of the initial written notice shall be deemed a waiver of the right to adjustment of the Contract Sum or the Contract Time for the alleged change. Any COR that is approved by the City shall be incorporated in a Change Order or Construction Change Directive. If the COR is denied but the Contractor believes that it does have merit, the Contractor shall proceed with the disputed Work and may submit a Claim in accordance with the procedures set forth herein.

6.09 ISSUANCE OF WORK DIRECTIVE (UNILATERAL).

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

[END OF ARTICLE]

ARTICLE 7 - CONTRACT PAYMENTS AND CLAIMS

7.01 GENERAL

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

7.02 SCHEDULE OF VALUES FOR PAYMENTS

A. Submission

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

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

B. Content

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

C. Applications for Payment

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

D. Revisions

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

7.03 APPLICATIONS FOR PAYMENT

A. Marked Schedule of Values

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

B. Monthly Review

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

C. Certification

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

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

D. Stored Materials

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

7.04 PROGRESS PAYMENTS

A. Conditions to Progress Payments

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

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

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

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

B. Payments by City

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

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

C. Rejection by City

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

D. Interest

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

7.05 FINAL PAYMENT

A. Retention

In addition to withholdings permitted by Paragraph 7.09 below, a sum equal to five percent (5%) of all sums otherwise due to Contractor as progress payments shall be withheld by city pursuant to Paragraph 7.04-B from each progress payment ("Retention") and retained until such time as it is due as described herein. A higher Retention amount may be approved by the City Council where project is deemed "substantially complex" by City Council.

B. Conditions to Final Payment

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

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

C. Final Payment

Pursuant to the Public Contract Code Section 7107, within sixty (60) Days after City issues the Notice

of Completion to Contractor, the Final Payment, including Retention, shall be released to Contractor, subject to the City's right to withhold 150% of any disputed amounts.

D. Disputed Amounts

Pursuant to California Public Contract Code 7107, City may deduct and withhold from the Final Payment due under Paragraph 7.05-C, above, an amount up to 150% of any disputed amounts, including, without limitation, amounts to protect City against any loss caused or threatened as a result of Contractor's failing to fully perform all of those obligations that are required to be fulfilled by Contractor as a condition to Final Completion and Final Payment. Alternatively, City may elect, in its sole discretion, to accept the Work without correction or completion and adjust the Contract Sum pursuant to the Contract Documents.

E. Acceptance of Final Payment

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

7.06 MISCELLANEOUS

A. Joint Payment

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

B. Withholding/Duty to Proceed

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

C. No Acceptance

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

D. Contractor Payment Warranty

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

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

E. Corrections

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

7.07 PAYMENTS BY CONTRACTOR

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

7.08 PAYMENTS WITHHELD

A. Withholding by City

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

1. Third Party Claims. Third-party claims or stop notices filed or reasonable evidence indicating probable filing of such claims or stop notices. City shall promptly inform Contractor of any third party claims related to this Contract;
2. Defective Work. Defective Work not remedied;
3. Nonpayment. Failure of Contractor to make proper payments to its Subcontractors for services, labor, materials or equipment;
4. Inability to Complete. Reasonable doubt that the Work can be completed for the then unpaid balance of the Contract Sum or within the Contract Time;

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

B. Release of Withholding

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

C. Application of Withholding

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

may, in its sole discretion, elect to exercise its right to adjust the Contract Sum as provided in the Contract Documents.

D. Continuous Performance

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

7.09 SUBSTITUTION OF SECURITIES

A. Public Contract Code

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

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

B. Substitute Security

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

Documents. Securities shall be valued as often as conditions of the securities market warrant, but in no case less frequently than once per month.

C. Deposit of Retentions

Alternatively, subject to the conditions set forth in Paragraph 7.04-A above, upon request of Contractor, City shall make payment of retentions directly to Escrow Agent at the expense of Contractor, provided that Contractor, City and Escrow Agent shall, as a prerequisite such payment, enter into an escrow agreement in the same form as prescribed in Part 4 of Paragraph A, above. At the expense of Contractor and at no cost to City, Contractor may direct the investment of the payments into securities and interest bearing accounts, and Contractor shall receive the interest earned on the investments. Escrow Agent shall hold such direct payments by City under the same terms provided herein for securities deposited by Contractor. Upon satisfactory Final Completion of the Work, Contractor shall receive from Escrow Agent all securities, interest and payments received by Escrow Agent from City, less escrow fees and charges of the Escrow Account, according to the terms of Public Contract Code Section 22300 and the Contract Documents.

D. Time for Election of Substitution of Securities

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

7.10 CLAIMS

A. Arising of Claim.

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

B. Content of Claim

A Claim by Contractor must include all of the following:

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

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

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

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

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

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

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

Signature: _____ Date: _____

Name: _____

Title: _____

Company _____

C. Noncompliance

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

D. Submission of Claims

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

E. Response to Claims, Meet and Confer

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

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

F. Finality of Decision

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

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

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

[END OF ARTICLE]

ARTICLE 8 - MATERIALS AND EQUIPMENT

8.01 GENERAL

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

8.02 QUALITY AND WORKMANSHIP

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

8.03 TRADE NAMES AND "OR APPROVED EQUAL" PROVISION

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

8.04 APPROVAL OF MATERIALS

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

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

8.05 ORDERING MATERIALS AND EQUIPMENT

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

8.06 AUTHORITY OF THE DIRECTOR

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

8.07 INSPECTION

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

8.08 INFRINGEMENT OF PATENTS

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

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

[END OF ARTICLE]

ARTICLE 9 – SUBMITTALS

9.01 GENERAL

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

9.02 PRODUCT HANDLING

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

9.03 SCHEDULE OF SUBMITTALS

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

9.04 SHOP DRAWINGS

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

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

9.05 COLORS

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

9.06 MANUFACTURERS' LITERATURE

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

9.07 SUBSTITUTIONS

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

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

9.08 MANUALS

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

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

9.09 AS-BUILT DRAWINGS

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

9.10 SUBMITTALS QUANTITIES

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

9.11 IDENTIFICATION OF SUBMITTALS

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

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

9.12 SCHEDULE OF SUBMITTALS

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

9.13 COORDINATION OF SUBMITTALS

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

9.14 TIMING FOR SUBMITTALS

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

9.15 APPROVAL BY CITY

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

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

9.16 CHANGES TO APPROVED SUBMITTALS

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

[END OF ARTICLE]

ARTICLE 10 – SAFETY

10.01 PROTECTION OF PERSONS AND PROPERTY

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

10.02 PROTECTION FROM HAZARDS

- A. Trench Excavation

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

- B. Confined Spaces

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

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

C. Material Safety Data Sheet

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

10.03 DIFFERING SITE CONDITIONS

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

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

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

10.04 TRAFFIC REGULATION

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

Contractor shall immediately notify the Director, the City Traffic and Transportation Administrator and the agencies having jurisdiction of occurrences that necessitate modification of the approved traffic control plan.

- D. Contractor's failure to comply with this provision may result in actions as provided in Article 5: "Suspension or Termination of Contract" of these General Conditions.

10.05 TRAFFIC CONTROL DEVICES

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

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

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

10.06 EXECUTION

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

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

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

10.07 FLAGGING

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

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

10.08 PEDESTRIAN CANOPIES OR BARRICADE IMPROVEMENTS

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

[END OF ARTICLE]

ARTICLE 11 - INDEMNITY

11.01 INDEMNITY

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

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

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

11.02 ENFORCEMENT

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

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

11.03 NO LIMITATIONS

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

[END OF ARTICLE]

ARTICLE 12 – INSURANCE

12.01 CONDITION TO COMMENCEMENT

Contractor shall not commence Work under this Contract until Contractor has obtained all insurance required hereunder from a company or companies acceptable to City, nor shall the Contractor allow any Subcontractor to commence Work on a subcontract until all insurance required of said Subcontractor has been obtained. Proof of insurance including insurance certificates and endorsements as set forth in Exhibit A4 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 A4 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 "A1" 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 "A2" 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 "A3" 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 A1

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

PERFORMANCE BOND

RECITALS:

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

(Name, address, and telephone of Contractor)

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

Specification No. _____: _____ in Vernon, CA.

2. Principal is required under the terms of the Contract and all contract documents referenced in it ("Contract Documents") to furnish a bond guaranteeing Principal's faithful performance of the Work.
3. The Contract and Contract Documents, including all their amendments and supplements, are incorporated into this Bond and made a part of it by this reference.

OBLIGATION:

THEREFORE, for value received, We, Principal and

(Name, address, and telephone of Surety)

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

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

The Licensed Agent for Surety is:

(Name, address, and telephone)

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

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

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

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

[Signatures to this Exhibit A1, 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 DUPLICATE.*
- *EVIDENCE MUST BE ATTACHED OF THE AUTHORITY OF ANY PERSON SIGNING AS ATTORNEY-IN-FACT.*
- *THE ATTORNEY-IN-FACT'S SIGNATURE MUST BE NOTARIZED.*
- *A CORPORATE SEAL MUST BE IMPRESSED ON THIS FORM WHEN THE PRINCIPAL, OR THE SURETY, OR BOTH, ARE A CORPORATION.*

APPROVED AS TO SURETY AND
AMOUNT OF BONDED SUM:

APPROVED AS TO FORM:

By: _____
Abraham Alemu, General Manager of Public Utilities

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

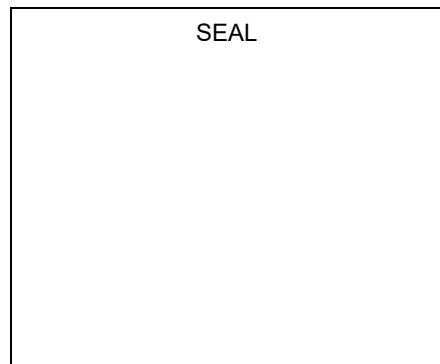


EXHIBIT A2

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

PAYMENT BOND
(LABOR AND MATERIALS)

RECITALS:

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

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

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

Specification No. _____: _____ in Vernon, CA.

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

OBLIGATION:

THEREFORE, for value received, We, Principal and

(Name, address, and telephone of Surety)

admitted surety insurer under California's laws, agree as follows:

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

The Licensed Agent for Surety is:

(Name, address, and telephone)

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

THE CONDITION OF THIS BOND'S OBLIGATION IS THAT, if Principal or a subcontractor fails to pay (a) any person named in California Civil Code Section 9100, or any successor legislation; (b) any amount due under California's Unemployment Insurance Code, or any successor legislation, for work or labor performed under the Contract or Contract Documents; or (c) any amount under Unemployment Insurance Code Section 13020, or any successor legislation, that Principal or a subcontractor must deduct, withhold, and pay over to the Employment Development Department from the wages of its employees, for work or labor performed under the Contract or Contract Documents, then Surety shall pay for the same in an amount not-to-exceed the Bonded Sum. Otherwise, this obligation becomes null and void. While this Bond remains in full force and effect, the following terms and conditions apply to this Bond:

1. This Bond inures to the benefit of any of the persons named in California Civil Code Section 3181, or any successor legislation, giving those persons or their assigns a right of action in any suit brought upon this Bond, unless California Civil Code Section 3267, or any successor legislation, applies.
2. An alteration, modification, change, addition, deletion, omission, agreement, or supplement to the Contract, Contract Documents, or the nature of the Work performed under the Contract or Contract Documents including, without limitation, an extension of time for performance does not, in any way, affect Surety's obligations under this Bond. Surety waives any notice of alteration, modification, change, addition, deletion, omission, agreement, supplement, or extension of time.
3. Surety's obligations under this Bond are separate, independent from, and not contingent upon any other surety's paying claims, demands, liens, or suits for any work, labor, services, materials, or equipment furnished or used in the Work.
4. If an action at law or in equity is necessary to enforce or interpret this Bond's terms, Surety must pay in addition to the Bonded Sum City's reasonable attorneys' fees and litigation costs, in an amount the court fixes.
5. Surety shall mail City written notice at least 30 days before: (a) the effective date on which the Surety will cancel, terminate, or withdraw from this Bond; or (b) this Bond becomes void or unenforceable for any reason.

[Signatures to this Exhibit A2, 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 DUPLICATE.*
- *EVIDENCE MUST BE ATTACHED OF THE AUTHORITY OF ANY PERSON SIGNING AS ATTORNEY-IN-FACT.*
- *THE ATTORNEY-IN-FACT'S SIGNATURE MUST BE NOTARIZED.*
- *A CORPORATE SEAL MUST BE IMPRESSED ON THIS FORM WHEN THE PRINCIPAL, OR THE SURETY, OR BOTH, ARE A CORPORATION.*

APPROVED AS TO SURETY AND
AMOUNT OF BONDED SUM:

APPROVED AS TO FORM:

By: _____
Abraham Alemu, General Manager of Public Utilities

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

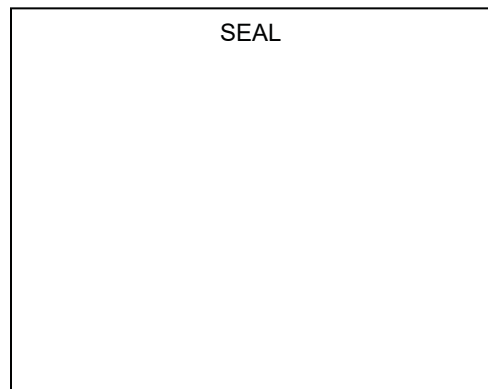


EXHIBIT A3

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 A3, 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 DUPLICATE.*
 - *EVIDENCE MUST BE ATTACHED OF THE AUTHORITY OF ANY PERSON SIGNING AS ATTORNEY-IN-FACT.*
 - *THE ATTORNEY-IN-FACT'S SIGNATURE MUST BE NOTARIZED.*
 - *A CORPORATE SEAL MUST BE IMPRESSED ON THIS FORM WHEN THE PRINCIPAL, OR THE SURETY, OR BOTH, ARE A CORPORATION.*
-

APPROVED AS TO SURETY AND
AMOUNT OF BONDED SUM:

APPROVED AS TO FORM:

By: _____
Abraham Alemu, General Manager of Public Utilities

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

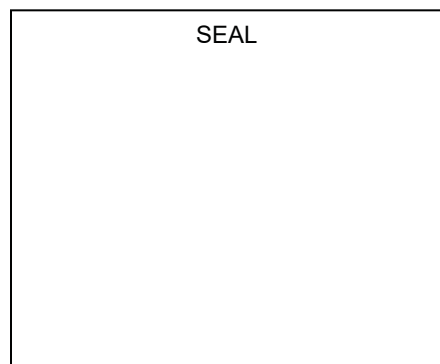


EXHIBIT A4

INSURANCE REQUIREMENTS

1.0 REQUIRED INSURANCE POLICIES

At its own expense, Contractor shall obtain, pay for, and maintain – and shall require each of its Subcontractors to obtain and maintain – for the duration of the Agreement, policies of insurance meeting the following requirements:

A. Workers' Compensation/Employer's Liability Insurance shall provide workers' compensation statutory benefits as required by law.

1. Employer's Liability insurance shall be in an amount not less than:
 - (a) ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease;
 - (b) ONE MILLION DOLLARS (\$1,000,000) per employee for bodily injury or disease; and
 - (c) ONE MILLION DOLLARS (\$1,000,000) policy limit.

B. Commercial General Liability ("CGL") (primary). City and its employees and agents shall be added as additional insureds, not limiting coverage for the additional insured to "ongoing operations" or in any way excluding coverage for completed operations. Coverage shall apply on a primary, non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee, representative or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

1. CGL insurance must not be written for less than the limits of liability specified as follows:
 - (a) ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury (including accidental death) to any one person;
 - (b) ONE MILLION DOLLARS (\$1,000,000) per occurrence for personal and advertising injury to any one person;
 - (c) ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage; and
 - (d) TWO MILLION DOLLARS (\$2,000,000) general aggregate limit.
2. CGL insurance must include all major divisions of coverage and must cover:
 - (a) Premises Operations (including Explosion, Collapse, and Underground ["X,C,U"] coverages as applicable);
 - (b) Independent Contractor's Protective;

- (c) Independent Contractors;
- (d) Products and Completed Operations (maintain same limits as above until five (5) years after recordation of Notice of Completion);
- (e) Personal and Advertising Injury (with Employer's Liability Exclusion deleted);
- (f) Contractual Liability (including specified provision for Contractor's obligation under Article 11 of the General Conditions); and
- (g) Broad Form Property Damage.

3. Umbrella or Excess Liability Insurance (over primary), if provided, shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion and no contractor's limitation endorsement. The policy shall have starting and ending dates concurrent with the underlying coverages. The Named Insured may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits and complies with all other requirements listed here.

C. Business Automobile Liability Insurance

- 1. Business Automobile Liability Insurance must cover all vehicles, whether rented, leased, hired, scheduled, owned or non-owned. If Contractor does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Business Automobile Liability Insurance coverage amounts shall not be less than the following:
 - (a) ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury (including accidental death) to any one person; and
 - (b) ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage; or
 - (c) ONE MILLION DOLLARS (\$1,000,000) combined single limit.

D. Contractors Pollution Liability Insurance (CPL)

- 1. Contractor or Subcontractor shall obtain, pay for, and maintain for the duration of the Contract Contractors Pollution Liability insurance that provides coverage for liability caused by pollution conditions arising out of the operations of the Contractor. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using Subcontractors, the policy must include work performed "by or on behalf" of the insured.
- 2. The policy limit shall provide coverage of no less than one million dollars (\$1,000,000) per claim and in the aggregate. Coverage shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and costs of defense, including costs and expenses incurred in the

investigation, defense, or settlement of claims.

3. All activities contemplated in the Contract shall be specifically scheduled on the CPL policy as "covered operations." In addition, the policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.
4. The policy shall specifically provide for a duty to defend on the part of the insurer. City, its officers, employees and agents shall be added to the policy as additional insureds by endorsement.

2.0 GENERAL REQUIREMENTS—ALL POLICIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.0 CONTRACTOR'S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A5

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

CITY OF VERNON
VERNON PUBLIC UTILITIES

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 [Insert 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
VERNON PUBLIC UTILITIES**

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

1.0 GENERAL

B-1.01 Purpose and Scope

The purpose of this document is to provide detailed technical specifications for the rehabilitation and repairs of three 1-MG above ground steel reservoirs which are owned and operated by the City of Vernon Public Utilities Department, hereinafter referred to as the “City”. Reservoirs 2-1, 2-2, and 2-3 are located at Pumping Plant 2 at 4355 Downey Road and 3570 Vernon Avenue in Vernon, CA.

The contractor shall furnish all labor, materials, equipment, services, and specialized skills to perform all Work involved in the Project. The Work in the Schedule of Bid Prices is defined in the Technical Provisions and the Project Drawings, if so provided, and will generally include the following:

Application of protective coatings to interior surfaces and paint to exterior surface, including surface preparation, handling of hazardous and nonhazardous materials/wastes, disinfection of interior surfaces, and modifications of miscellaneous structural items to bring the structures into compliance with current safety and health codes, standards and regulations and other work necessary to accomplish the approved end result of totally protected and usable structures, including attachments, accessories, and appurtenances. Removal of existing interior and exterior coating surfaces of above ground steel reservoirs. Additional equipment and accessories include but not limited to new reservoir mixing units.

Work shall be performed on each tank one at a time. At least one tank must remain in operational service at all times during the duration of the project.

B-1.02 Permits and Applicable Laws

At Contractor’s own expense, Contractor shall procure all necessary permits, certificates, and licenses required of Contractor by law for execution of the Work. Contractor shall comply with all federal, state, and local laws, ordinances, and rules and regulations relating to the performance of the Work. The contractor shall be required to abide by any and all applicable permits and laws from regulatory and governmental agencies at all times during execution of the Work and, specifically, for discharge of water during the various testing phases, including all requirements of the Regional Water Quality Control Board and the City’s National Pollutant Discharge Elimination System (NPDES) Permit.

All equipment used by the contractor and its subcontractors during the execution of the Work shall be appropriately permitted and/or registered with the California Air Resources Board (CARB) and the South Coast Air Quality Management District (SCAQMD). Upon request, proof of these requirements shall be submitted to the City’s representative(s).

B-1.03 Boundary of Work

Reservoirs 2-1, 2-2, and 2-3 are located at Pumping Plant 2 at 4355 Downey Road and 3570 Vernon Avenue in Vernon, CA. The sites are accessible through a passcode-protected security gate. During construction hours, the contractor will be granted access to the reservoir site. Other contractors, employees and/or agents of the City may, for any reason and at any time, enter upon the project site.

B-1.04 Protection of Site, Disposal and Control of Waste Water

Work activities shall be conducted in such a way as to prevent the introduction of pollutants to the ground surface or off-site drainages during the Work. Accordingly, any equipment and/or materials brought to the project site must be managed in accordance with the following procedures:

- a) Drip pans and/or plastic sheeting that is bermed must be used under all stationary equipment to catch leaks and residual material in hoses and spigots. The plastic sheeting and/or drip pans must be inspected by Contractor daily and emptied or replaced as needed by reusing the substance or disposing of it properly at the contractor's expense.
- b) Spilled hazardous materials must be contained immediately, in accordance with all laws and regulations, using sand, dirt, and/or other absorbent materials. Such spills must be cleaned up promptly along with the containing materials/agents and must be disposed of properly at the contractor's expense.
- c) Outdoor storage of all fuels, oils, solvents, cleaners, and other liquid materials shall be stored with secondary containment. Such areas should be covered, as necessary, to prevent storm water accumulation in the containment.
- d) Bentonite, cement, and any other powdered products shall be stored on pallets and away from all drainage paths. The storage area should be covered and protected, if necessary, to prevent pollution runoff by wind or storm water.
- e) Chemicals, bagged material, and drums shall be stored on pallets with secondary containment.

Waste Products generated during the Work must be managed in accordance with the following procedures:

- a) Containerized waste must not be allowed to overflow. Any waste that requires storage in containers shall be removed from the project area on a regular basis and disposed of at an approved facility at the contractor's expense.
- b) Cleaning of the pump hoist, tremie pipe, and any other equipment shall be conducted within a fully contained area and within the area of the well site only. Any deviation must be approved by the City in advance.
- c) All waste products must be removed from the project area prior to completion of the Work.

The contractor shall protect-in-place all pipelines, trees, landscaping, curbs, and all other existing improvements located within the public right-of-way throughout the duration of the Work. The contractor shall use Best Management Practices (BMPs) for the protection of the well site during

the Work and shall take whatever measures necessary to ensure that Contractor's activities do not impact surrounding areas.

Disposal of all waste materials shall be conducted by such manner and transported to such locations that nuisance or damage to the environment, structures, roads, utilities, and interference with other construction projects will be prevented. The discharge location of waste water shall be provided and approved by the City. All costs incurred in the disposal of wastewater and removal of solid materials shall be at the contractor's expense. All costs involved with temporary containment, conveyance, and monitoring of fluids generated during testing shall be at the contractor's expense.

B-1.04.1 Erosion Control

If necessary, the Contractor shall install erosion control measures and devices to prevent worksite storm runoff and/or fluids from leaving the site. Under no circumstances shall water from any source related to the Work or storm runoff be allowed to leave the site other than through proper disposal under the NPDES discharge permit. At the end of the Work, the Contractor shall properly dispose of all erosion control devices, if any, at an appropriate location.

B-1.04.2 Control of Discharged Waters

The contractor shall provide all pipeline, facilities, and appurtenances for discharging pumped water from the well site. The contractor shall conform to all waste discharge requirements imposed on the City by the California Regional Water Quality Control Board, Los Angeles Region and per the NPDES Permit. All actions necessary to conform to these requirements shall be performed by the contractor as a part of the construction contract, and all expenses thereof shall be considered to be included within the various bid items.

The City shall be notified five days prior to commencement of any work requiring the discharge of well water in excess of 100,000 gallons. The contractor shall connect all necessary temporary piping from the well to the catch basin for disposal of the development and testing water.

The contractor shall obtain approval from the City's project engineer, hereinafter referred to as "Engineer," before proceeding with any alternative water discharge methods. It is the contractor's responsibility to obtain all permits and meet all requirements necessary. The contractor shall be responsible for all costs related to water discharge and no additional compensation shall be paid to Contractor for any alternative water discharge methods.

B-1.05 Site Security

The contractor shall make adequate provisions for the protection of the work area and the well against fire, theft, and vandalism as well as for the protection of the public against exposure to injury.

The contractor shall bear the responsibility for protection of equipment and material on the worksite. During nighttime hours, weekends, holidays, and all other times when no work is being performed at the site, the contractor may wish to provide temporary enclosures and/or security services to protect the site for the contractor's own benefit and at Contractor's own expense.

B-1.06 Temporary Water Meter

If necessary, the contractor shall obtain a temporary water meter from the City of Vernon Water Division by first contacting the Water Superintendent and then placing a deposit of \$800.00 with the Customer Service Department. The contractor shall pay for all water used. All water shall be metered and carefully conserved. An allowance for the direct cost of water usage has been identified. Contractor must provide proof of payment to be compensated for water used. No markup will be allowed. The contractor shall not relocate the temporary meter service. If Contractor needs to relocate the temporary meter service, Contractor shall call the City of Vernon Water Division to relocate the service and will be charged a \$50.00 relocation fee.

B-1.07 Safety of Personnel and Field Equipment

The contractor shall ensure that its personnel are properly trained in the handling, use, and storage of hazardous materials (e.g., oxidizers and acids), and shall have proper safety equipment (in addition to basic personal protective equipment) on the worksite at all times when handling hazardous materials.

The following safety measures shall be implemented by Contractor personnel at all times. All work shall take place with adequate ventilation. All workers shall be required to wash with soap and water after handling chemicals and prior to eating, drinking, smoking, or using sanitary facilities. The contractor shall ensure adequate water supply onsite at all times to flush skin and eyes in case of accidental chemical spills. Required onsite safety equipment/supplies shall consist of, but is not limited to, the following:

- a) Hard hat,
- b) Water resistant steel-toed boots,
- c) Impact resistant safety goggles,
- d) Safety vest,
- e) Gloves,
- f) Tyvek suits and respirators with acid and VOC cartridges (as required), and
- g) Emergency eye-wash station (as required).

B-2.01 Rehabilitation of Reservoir 2-1, 2-2, and 2-3

Technical Specifications and Plans for the Rehabilitation of Reservoirs 2-1, 2-2, and 2-3 can be found in Attachment 1.

B-3.01 Reservoir Mixers

Specifications for the Reservoir Mixers can be found in Attachment 2.

B-4.01 Photographic Survey Reports for Reservoirs 2-1, 2-2, and 2-3

Reservoirs 2-1, 2-2, and 2-3 were recently inspected in February 2020. The reports prepared contain photos detailing the condition of the interior and exterior surfaces. The reports are included as reference and can be found in Attachment 3.

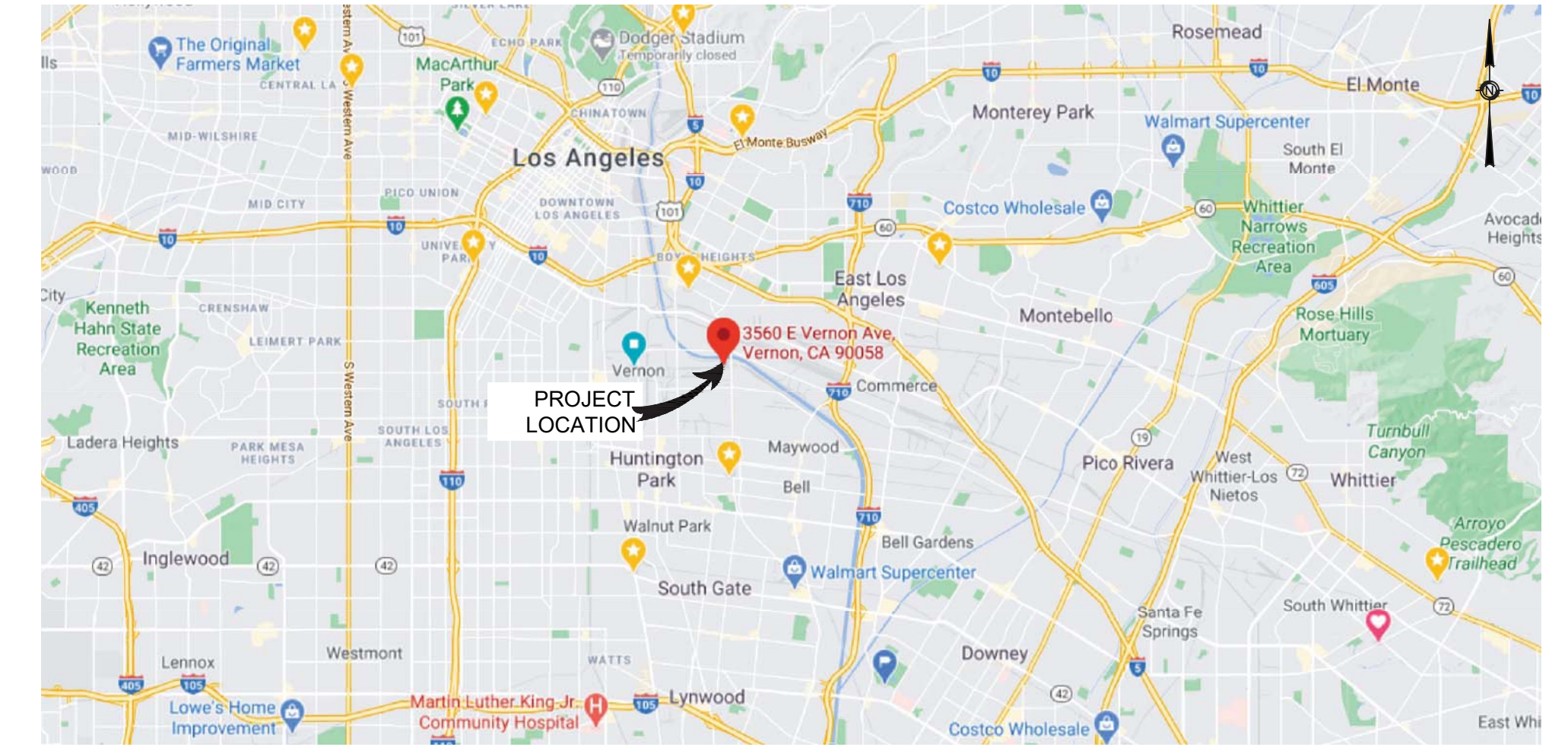
B-4.02 Laboratory Analysis

A laboratory analysis of the interior coating and exterior paint for each reservoir, include as reference, can be found in Attachment 4.

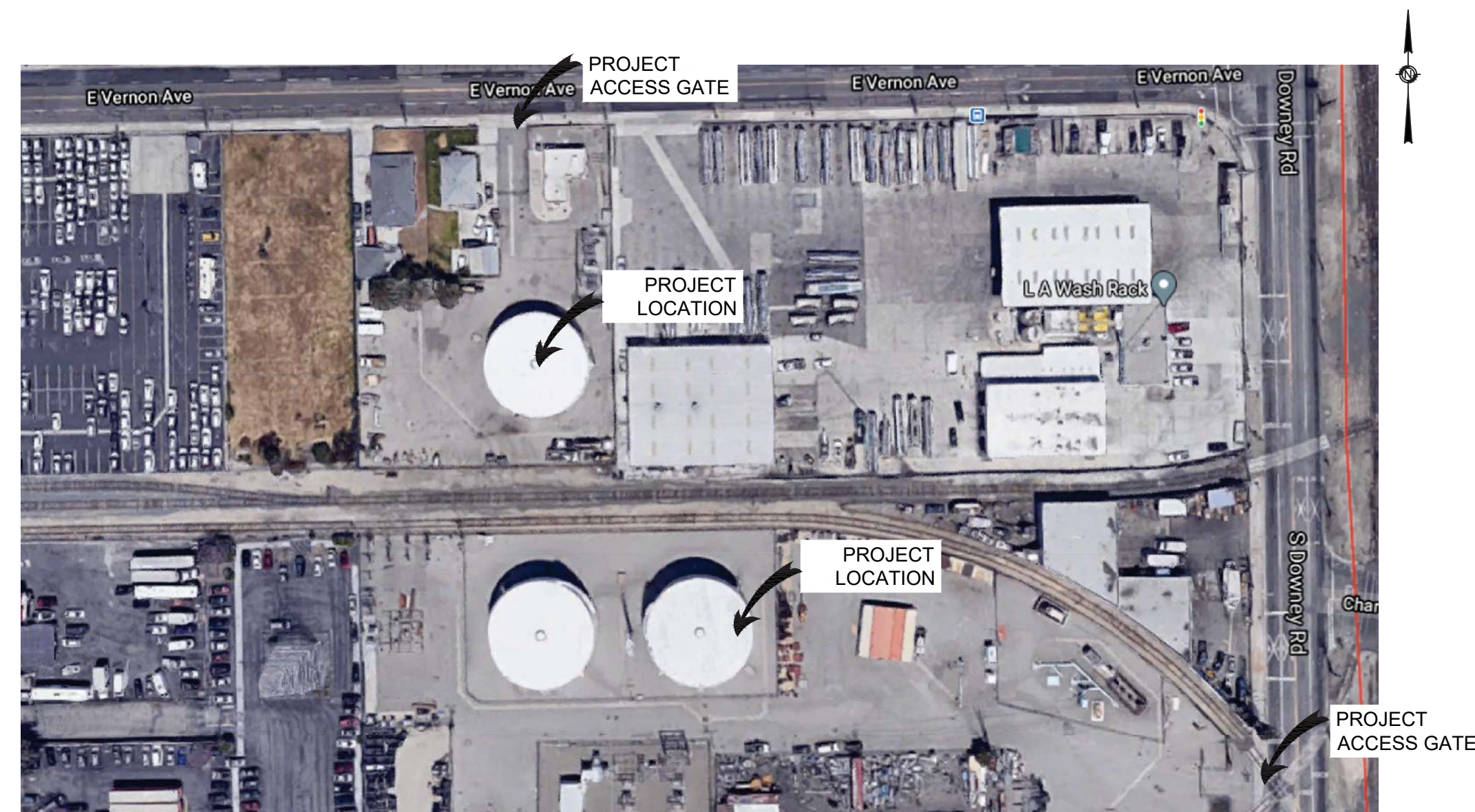
Attachment 1

Technical Plans and Specifications for the Rehabilitation of Reservoirs 2-1, 2-2, and 2-3


AUGUST 2021

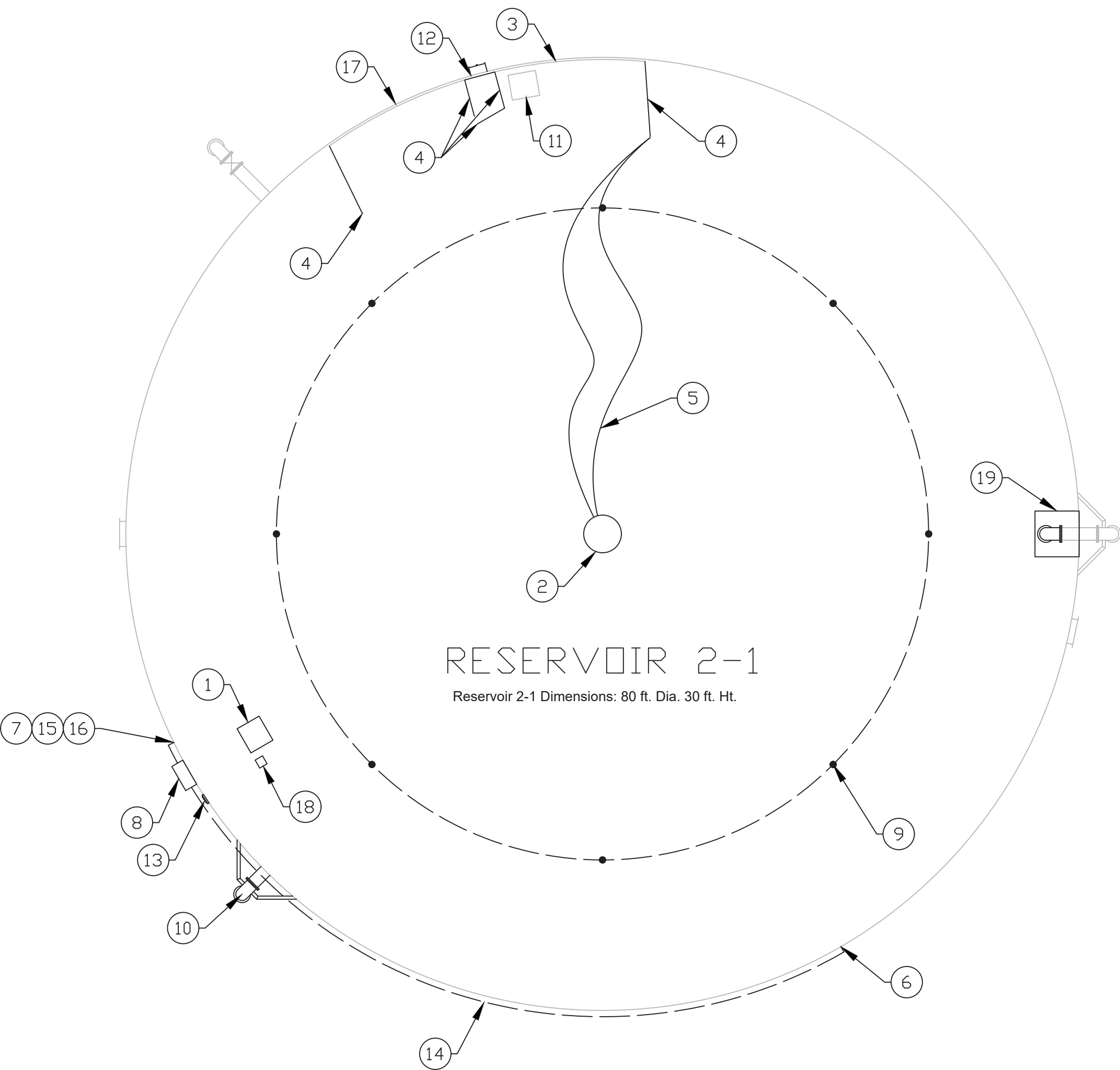


SITE ADDRESS: 3560 E VERNON AVE VERNON, CA 90058



<u>SHEET NO.</u>	<u>DESCRIPTION</u>
1	TITLE SHEET
2	2-1 RESERVOIR LAYOUT
3	2-2 & 2-3 RESERVOIR LAYOUTS
4	GUARDRAIL LAYOUTS AND DETAILS
5	APPURTENANCE DETAILS
6	F.R.S. AND SAF-T-CLIMB DETAILS
7	OVERFLOW AND INLET DIFFUSER DETAILS
8	2-1 CATHODIC PROTECTION LAYOUT
9	2-2 & 2-3 CATHODIC PROTECTION LAYOUTS
10	CATHODIC PROTECTION DETAILS
11	LATERAL BRACING DETAILS

 Harper & Associates Engineering, Inc. Consulting Engineers 1240 East Ontario Ave., Ste 102-312, Corona, CA 92881-8671	SEAL	DESIGN: KH					CITY OF VERNON REHABILITATION OF RESERVOIRS 2-1, 2-2, & 2-3	SHEET TITLE	TITLE SHEET	PROJECT NO. 2994
		DRAWN: AA								SHT. 1 OF 11 SHTS.
		CHECKED: KH								
		DATE: 08-30-21	NO.	DESCRIPTION	DATE:	APPROVED				SCALE: NTS
		REVISIONS								



RESERVOIR LAYOUTS
NTS

A

-

CONSTRUCTION NOTES	
ITEM	DESCRIPTION
①	FURNISH AND INSTALL A NEW ROOF HATCH PER DETAIL B, SHEET 5. AT THE LOCATION NOTED ON THIS SHEET, AT A DISTANCE 5 FEET AWAY FROM THE EDGE OF THE ROOF.
②	REMOVE EXISTING CENTER VENT AND INSTALL NEW CENTER VENT PER DETAIL A, SHEET 5
③	REMOVE EXISTING LIQUID LEVEL INDICATOR ASSEMBLY, PIPING, AND SUPPORTS. PLATE OVER THE EXISTING OPENINGS ON THE ROOF.
④	FURNISH AND INSTALL NEW GUARDRAIL SECTIONS PER DETAILS A AND D, SHEET 4, INCLUDING A SELF-CLOSING GATE
⑤	FURNISH AND INSTALL A NEW FALL RESTRAINT SYSTEM PER DETAIL A, SHEET 6
⑥	FURNISH AND INSTALL A 1" COUPLING ON THE SHELL WITH A BALL VALVE PER DETAIL C, SHEET 5.
⑦	FURNISH AND INSTALL TWO INJECTION LINE 1" COUPLINGS ON THE SHELL WITH BALL VALVES PER DETAIL D, SHEET 5.
⑧	FURNISH AND INSTALL MIXING SYSTEM CONTROL PANEL PER THE SPECIFICATIONS
⑨	REMOVE AND DISPOSE OF EXISTING CATHODIC PROTECTION SYSTEM AND FURNISH AND INSTALL A NEW CATHODIC PROTECTION SYSTEM PER DETAILS ON SHEETS 8 AND 10

⑩	MODIFY THE OVERFLOW PER DETAIL A, SHEET 7
⑪	REPLACE THE EXISTING ROOF HATCH COVER WITH A NEW ¼" ALUMINUM COVER AND REMOVE THE TOP RUNG OF THE INTERIOR LADDER PER DETAIL A, SHEET 4
⑫	MODIFY THE TOP OF THE EXTERIOR LADDER PER DETAIL B, SHEET 6 AND INSTALL A NEW BRACED SAF-T-CLIMB.
⑬	FURNISH AND INSTALL A 1" CONDUIT FROM CONTROL PANEL TO SECONDARY ROOF HATCH WITH UNISTRUTS AT 6' MAX SPACING
⑭	FURNISH AND INSTALL BELOW GRADE TYPE K COPPER PIPING FROM SAMPLE NOZZLE AT ITEM 8 WITHIN THE CONCRETE GRADE BAND 12" DEEP
⑮	INSTALL A BALL VALVE AT THE END OF THE COPPER PIPING 24" ABOVE THE BPE. ATTACH PIPING TO SHELL USING ANGLE AS NEEDED PER DETAIL D, SHEET 5.
⑯	FURNISH AND INSTALL A 1" COUPLING ON THE SHELL WITH A BALL VALVE PER DETAIL D, SHEET 5.
⑰	FURNISH AND INSTALL A 1" COUPLING ON THE SHELL WITH A BALL VALVE PER DETAIL C, SHEET 5. WITHOUT COPPER PIPE
⑱	FURNISH AND INSTALL 12" X 12" ALUMINUM JUNCTION BOX ADJACENT TO THE NEW SECONDARY ROOF HATCH.
⑲	REMOVE EXISTING INLET DIFFUSER BOX AND INSTALL A NEW DIFFUSER BOX, FLANGE, AND ELBOW PER DETAIL C, SHEET 7



Harper & Associates Engineering, Inc.
Consulting Engineers
1240 East Ontario Ave., Ste 102-312, Corona, CA 92881-8671

SEAL

DESIGN: KH
DRAWN: AA
CHECKED: KH
DATE: 08-30-21

NO.	DESCRIPTION	DATE:	APPROVED		
REVISIONS					

CITY OF VERNON
REHABILITATION OF
RESERVOIRS 2-1, 2-2, & 2-3

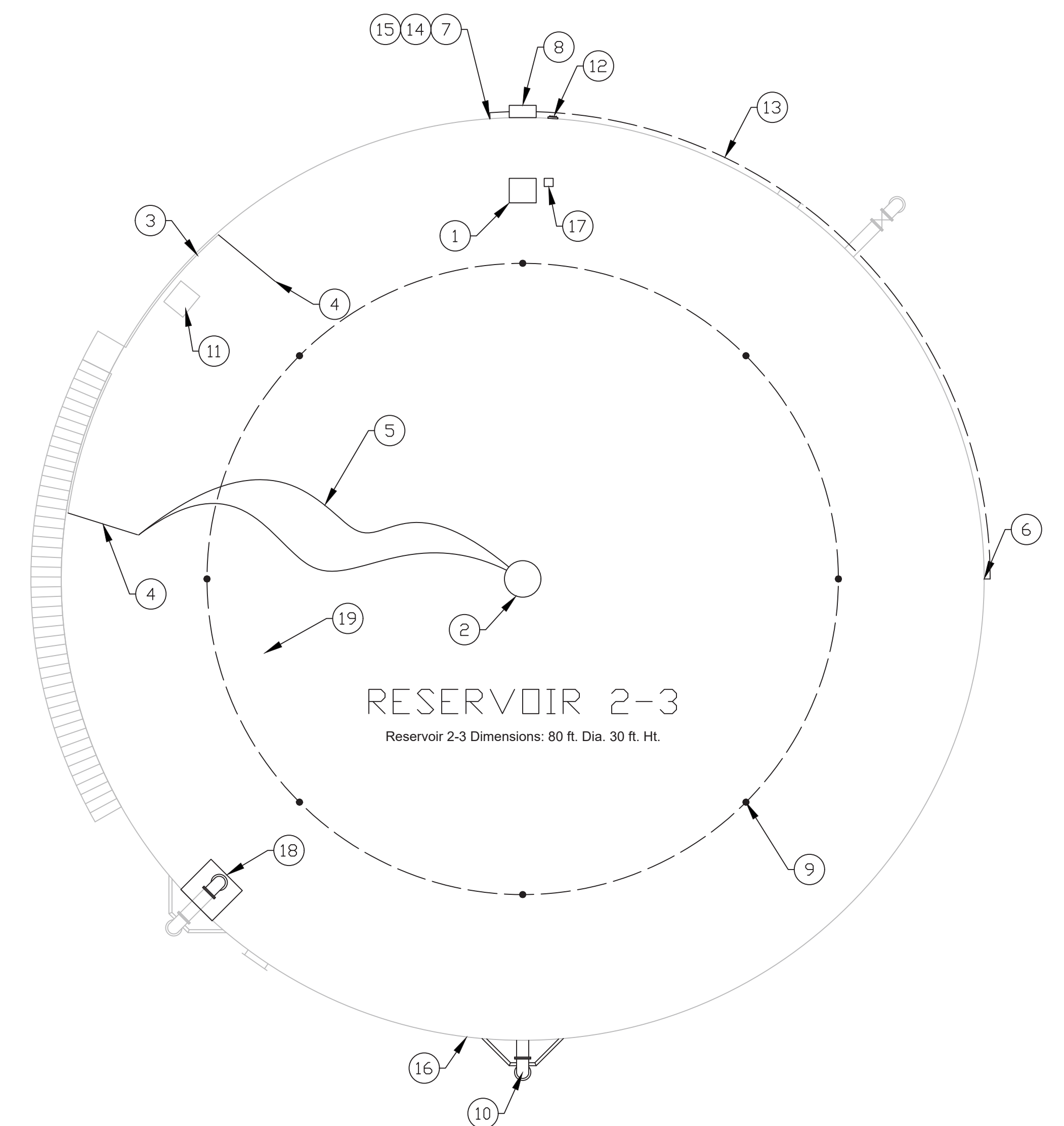
SHEET TITLE

RESERVOIR 2-1 LAYOUT

PROJECT NO. 2994

SHT. 2 OF 11 SHTS.

SCALE: NTS



CONSTRUCTION NOTES

CONSTRUCTION NOTES	
ITEM	DESCRIPTION
①	FURNISH AND INSTALL A NEW ROOF HATCH PER DETAIL B, SHEET 5. AT THE LOCATION NOTED ON THIS SHEET, AT A DISTANCE 5 FEET AWAY FROM THE EDGE OF THE ROOF.
②	REMOVE EXISTING CENTER VENT AND INSTALL NEW CENTER VENT PER DETAIL A, SHEET 5
③	REMOVE EXISTING LIQUID LEVEL INDICATOR ASSEMBLY, PIPING, AND SUPPORTS. PLATE OVER THE EXISTING OPENINGS ON THE ROOF.
④	REMOVE AND DISPOSE OF EXISTING GUARDRAIL DIAGONAL SUPPORTS AT THE ROOF HATCH/WORK AREA AND FURNISH AND INSTALL NEW GUARDRAIL SECTIONS PER DETAILS B, C, & D, SHEET 4
⑤	FURNISH AND INSTALL A NEW FALL RESTRAINT SYSTEM PER DETAIL A, SHEET 6
⑥	FURNISH AND INSTALL A 1" COUPLING ON THE SHELL WITH A BALL VALVE PER DETAIL C, SHEET 5.
⑦	FURNISH AND INSTALL TWO INJECTION LINE 1" COUPLINGS ON THE SHELL WITH BALL VALVES PER DETAIL D, SHEET 5.
⑧	FURNISH AND INSTALL MIXING SYSTEM CONTROL PANEL PER THE SPECIFICATIONS
⑨	FURNISH AND INSTALL A NEW CATHODIC PROTECTION SYSTEM PER DETAILS ON SHEETS 9 AND 10
⑩	REMOVE AND REPLACE OVERFLOW PER DETAIL B, SHEET 7

(11)	REPLACE THE EXISTING ROOF HATCH COVERS WITH NEW 2" ALUMINUM COVERS AND REMOVE THE TOP RUNG OF THE INTERIOR LADDER ON RESERVOIR 2-3 PER DETAILS B AND C, SHEET 4
(12)	FURNISH AND INSTALL A 1" CONDUIT FROM CONTROL PANEL TO SECONDARY ROOF HATCH WITH UNISTRUTS AT 6' MAX SPACING
(13)	FURNISH AND INSTALL BELOW GRADE TYPE K COPPER PIPING FROM SAMPLE NOZZLE AT ITEM 8 WITHIN THE CONCRETE GRADE BAND 12" DEEP
(14)	INSTALL A BALL VALVE AT THE END OF THE COPPER PIPING 24" ABOVE THE BPE. ATTACH PIPING TO SHELL USING ANGLE AS NEEDED PER DETAIL D, SHEET 5.
(15)	FURNISH AND INSTALL A 1" COUPLING ON THE SHELL WITH A BALL VALVE PER DETAIL D, SHEET 5.
(16)	FURNISH AND INSTALL A 1" COUPLING ON THE SHELL WITH A BALL VALVE PER DETAIL C, SHEET 5. WITHOUT COPPER PIPE
(17)	FURNISH AND INSTALL 12" X 12" ALUMINUM JUNCTION BOX ADJACENT TO THE NEW SECONDARY ROOF HATCH.
(18)	REMOVE EXISTING INLET DIFFUSER BOX AND INSTALL A NEW DIFFUSER BOX, FLANGE, AND ELBOW PER DETAIL C, SHEET 7
(19)	WELD IN PLACE EXISTING LATERAL HEADERS AND FURNISH AND INSTALL NEW MIDSPAN BRACING PER DETAIL A, SHEET 11



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DATE:	08-30-21

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REVISIONS

CITY OF VERNON
REHABILITATION OF
RESERVOIRS 2-1, 2-2, & 2-3

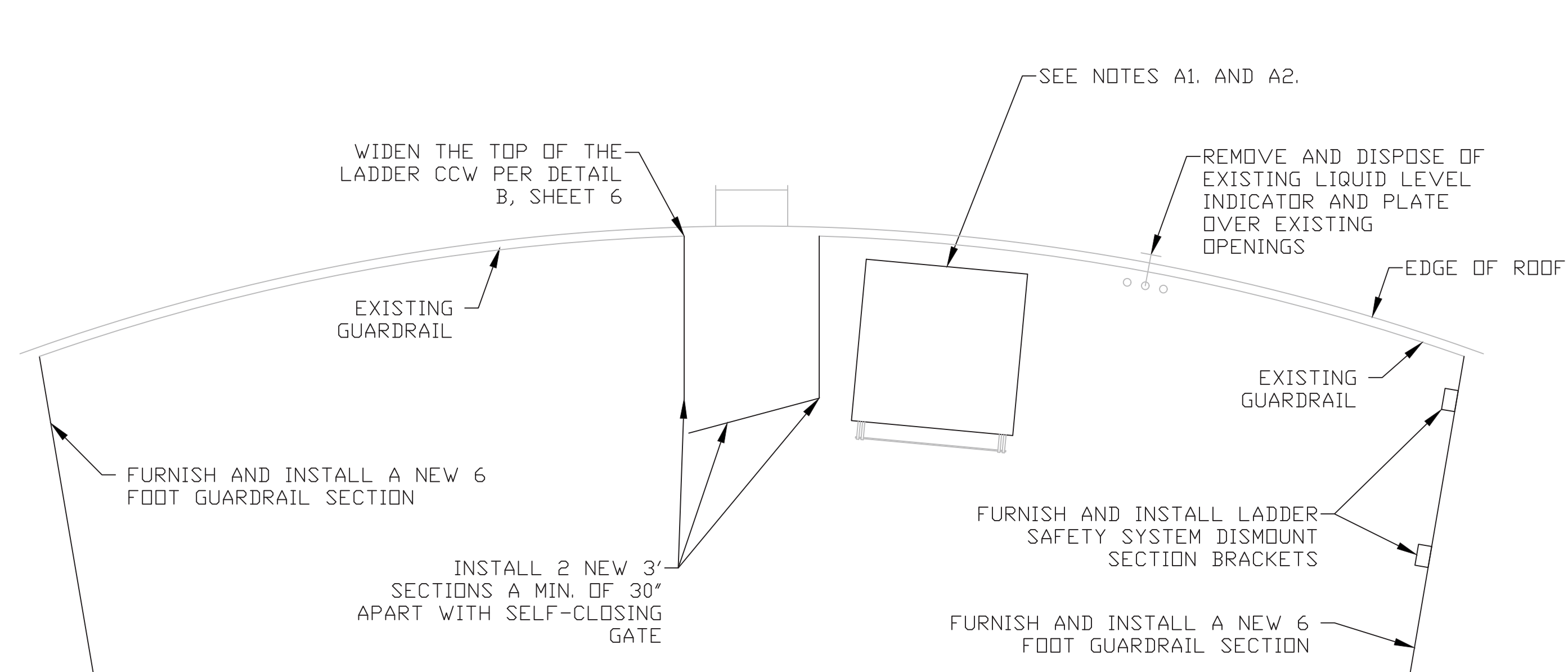
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RESERVOIRS 2-2 & 2-3 LAYOUTS

PROJECT NO. 2994

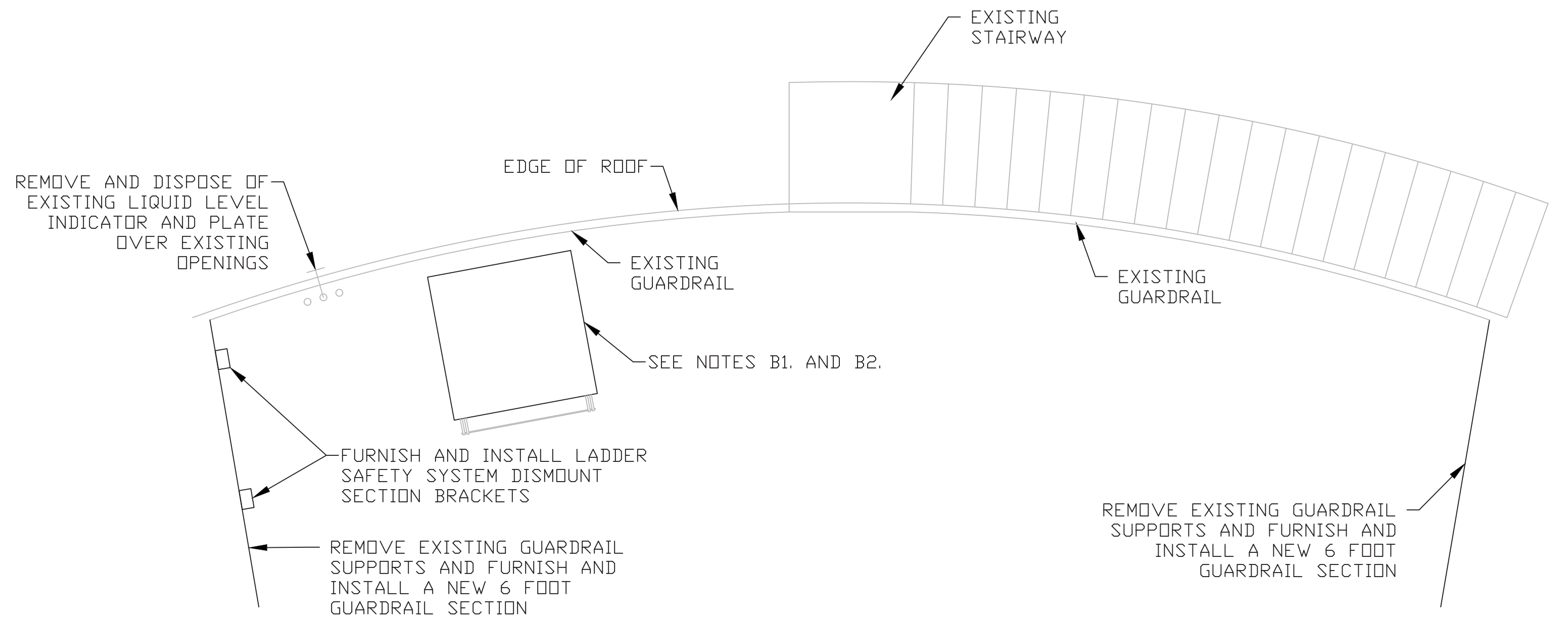
SHT. 3 OF 11 SHTS.

SCALE: NTS



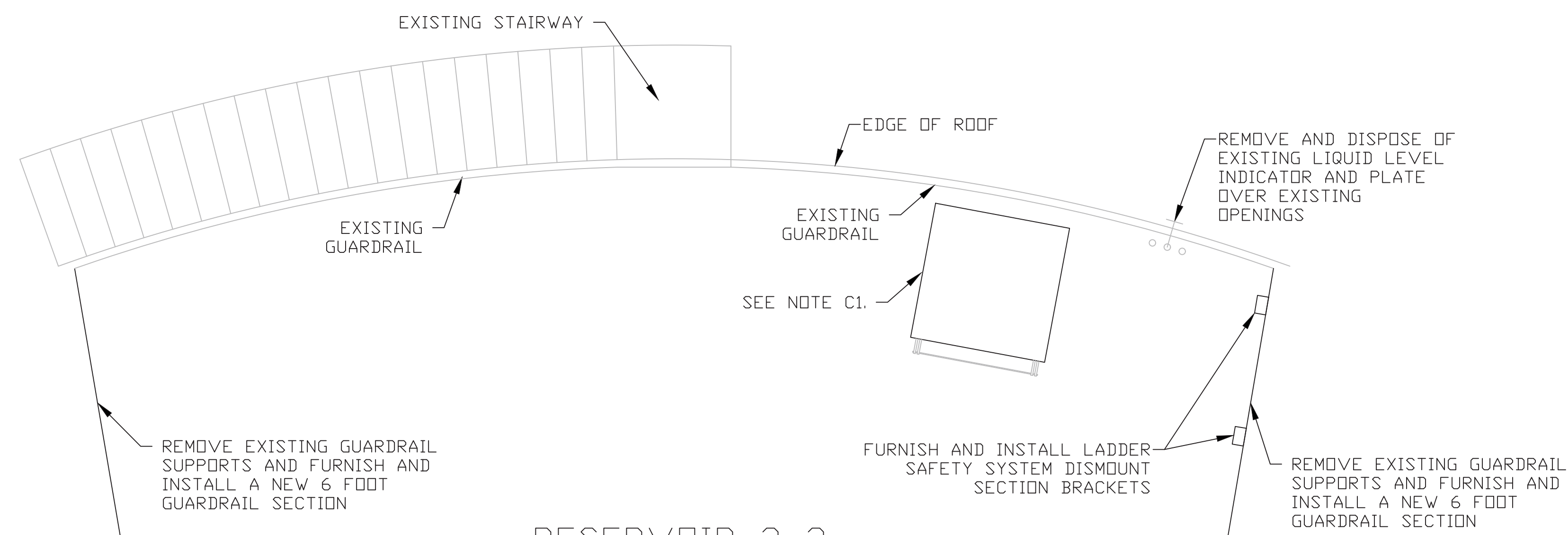
RESERVOIR 2-1 GUARDRAILING MODIFICATION NTS

NOTES:
A1. REMOVE TOP RUNG ON THE INTERIOR LADDER AND GRIND SMOOTH.
A2. REPLACE THE ROOF HATCH COVER WITH A NEW ALUMINUM COVER.



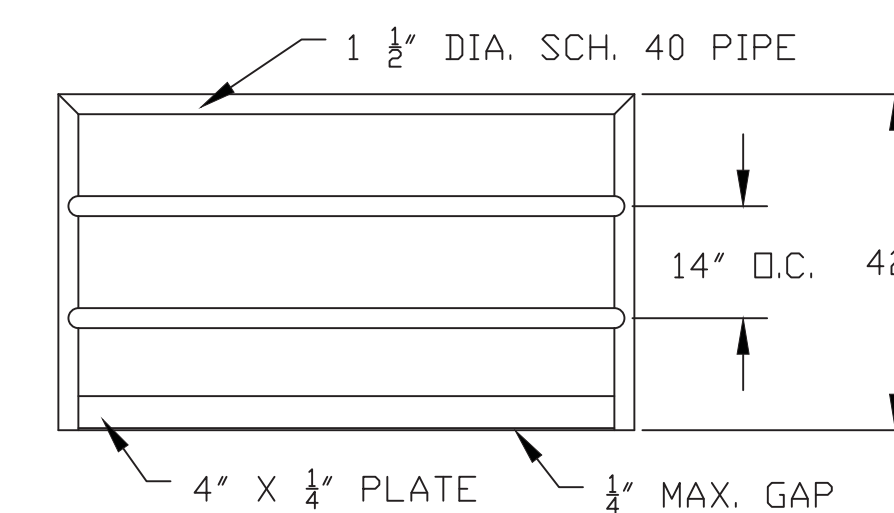
RESERVOIR 2-2 GUARDRAILING MODIFICATION NTS

NOTES:
B1. REMOVE TOP RUNG ON THE INTERIOR LADDER AND GRIND SMOOTH.
B2. REPLACE THE ROOF HATCH COVER WITH A NEW ALUMINUM COVER.

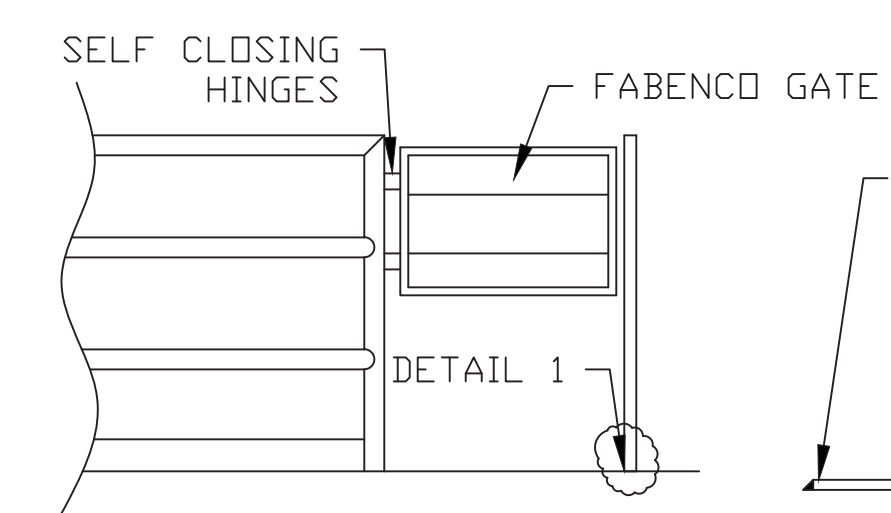


RESERVOIR 2-3 GUARDRAILING MODIFICATION NTS

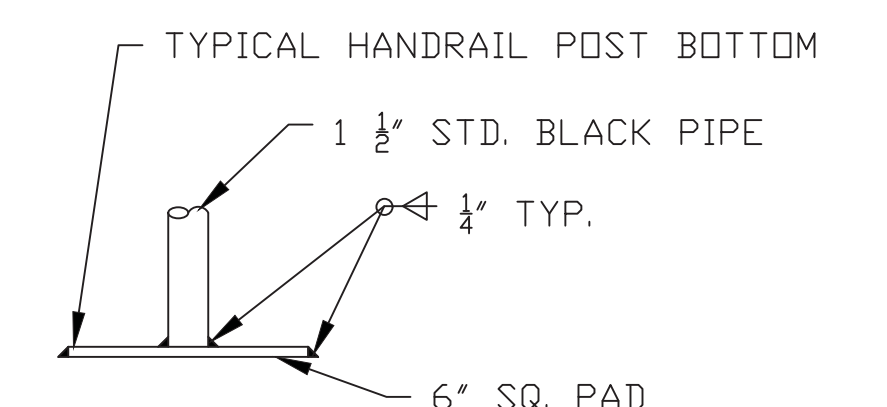
NOTES:
C1. REPLACE THE ROOF HATCH COVER WITH A NEW ALUMINUM COVER.



RAIL ELEVATION
NTS



GATE ELEVATION
NTS



DETAIL 1
NTS

GAURDRAILING DETAILS NTS



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CITY OF VERNON
REHABILITATION OF
RESERVOIRS 2-1, 2-2, & 2-3

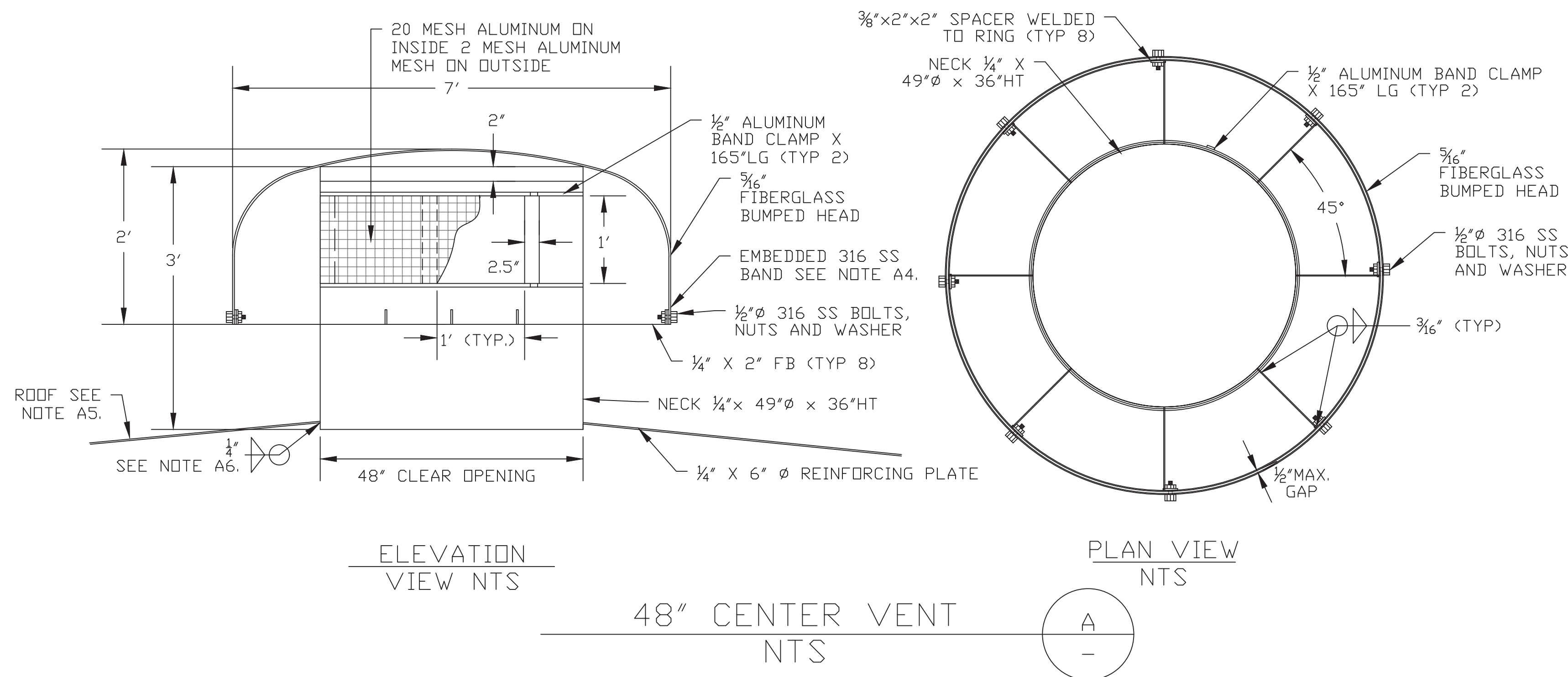
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GUARDRAIL LAYOUTS & DETAILS

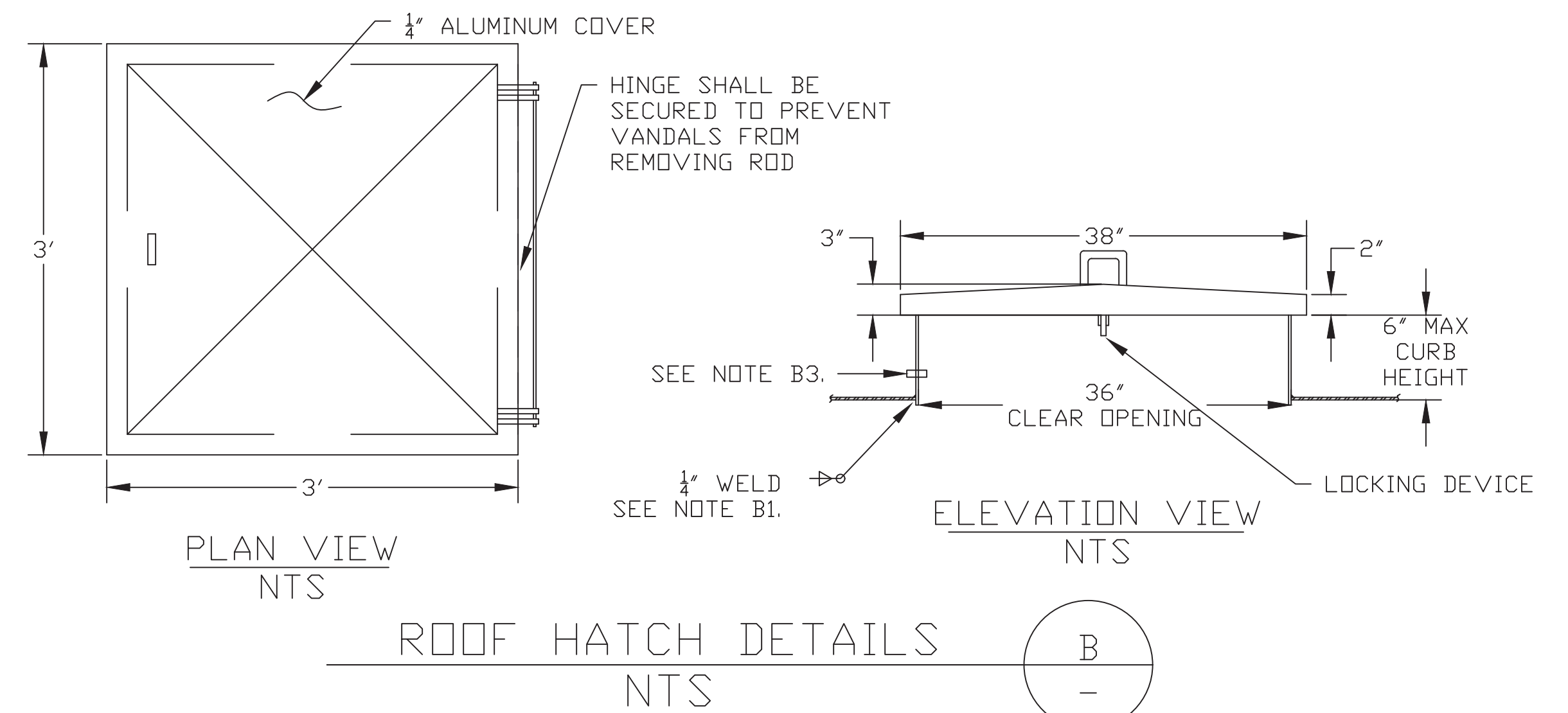
PROJECT NO. 2994

SHT. 4 OF 11 SHTS.

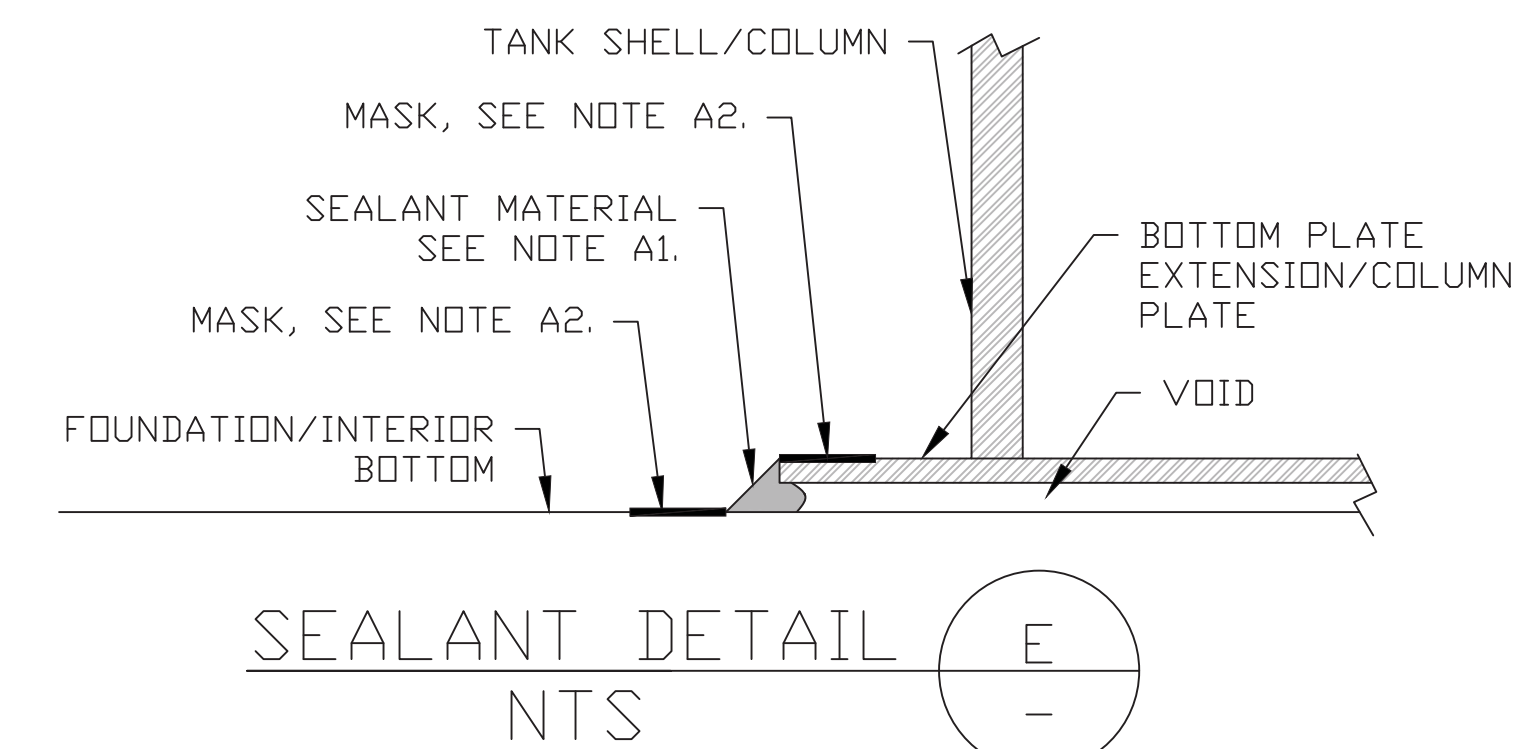
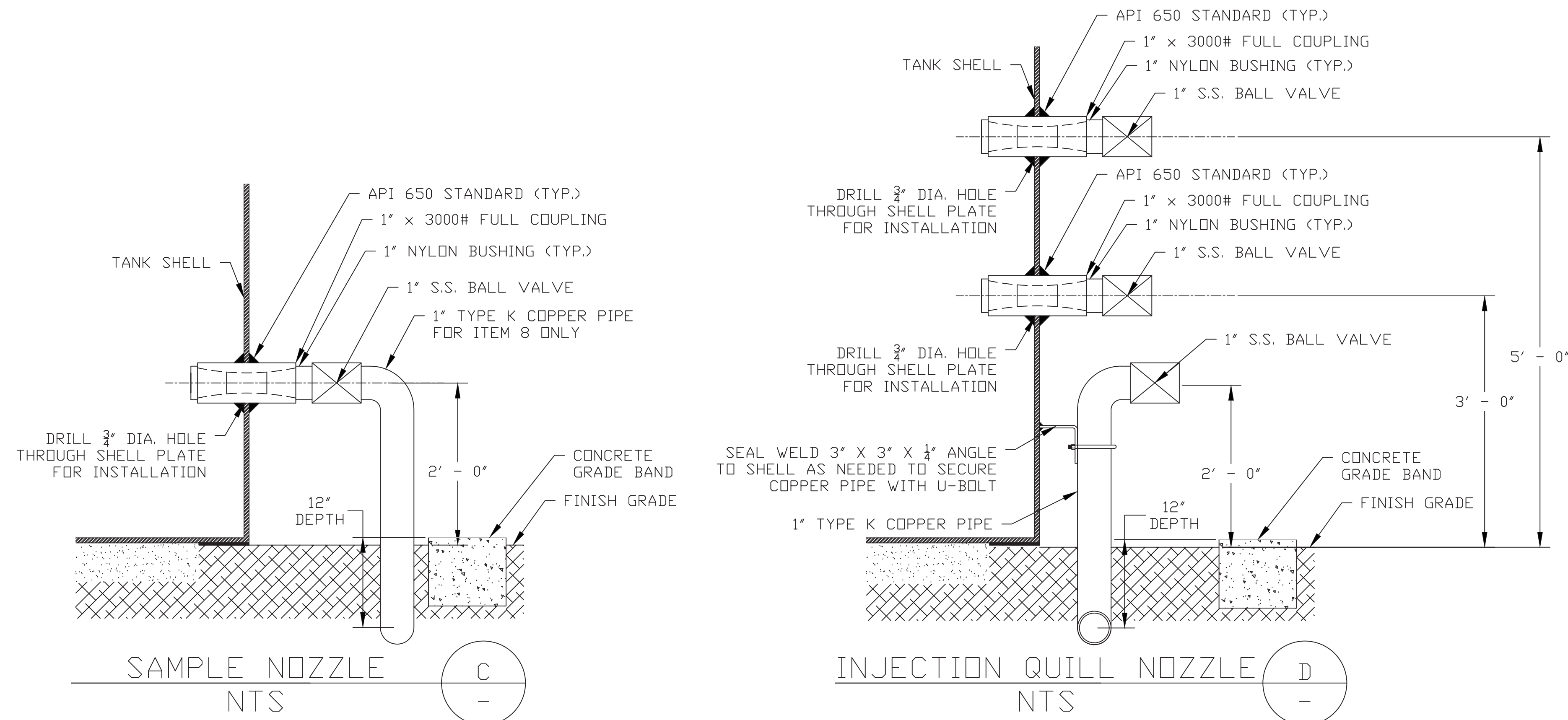
SCALE: NTS



- NOTE:
- A1. SCREEN SHALL NOT BE INSTALLED BEFORE TANK PAINTING IS COMPLETE, BUT SHALL BE INSTALLED PRIOR TO DISINFECTION.
- A2. INSTALL INSULATIVE SLEEVES AND GASKETS WHERE DISSIMILAR METALS TOUCH.
- A3. 20 MESH ALUMINUM STEEL INSECT SCREEN ON INSIDE AND 2 MESH ALUMINUM STEEL MESH BACKUP ON OUTSIDE.
- A4. 3" x 16 GAUGE MINIMUM STEEL BAND EMBEDDED INTO FIBERGLASS COVER AT BOTTOM EDGE FOR THE BOLTED CONNECTIONS.
- A5. INSTALL 1/4" ROOF PLATES AS NEEDED AND SEAL WELD.
- A6. CUT NECK FLUSH WITH THE ROOF AND SEAL WELD ON BOTH INTERIOR AND EXTERIOR OF ROOF.



- NOTE:
- B1. HATCH CURB MUST PENETRATE THE ROOF A MIN. OF 1" AND MAX. OF 2" ON THE LOW SIDE OF THE ROOF. PLACE SEAL WELD ON INTERIOR AND EXTERIOR OF THE RESERVOIR.
- B2. HATCH SHALL OPEN TOWARDS THE CENTER OF THE TANK.
- B3. FURNISH AND INSTALL A 1" Ø COUPLING ON THE SECONDARY HATCH ONLY.



- NOTES:
- E1. THE SEALANT MATERIAL SHALL BE PUSHED INTO THE VOID BELOW THE PLATE AND TROWELED AT A 45° ANGLE FROM THE OUTER TOP EDGE OF THE PLATE.
- E2. MASK A DISTANCE OF 45° AWAY FROM APPLICATION AREA TO OBTAIN A CLEAN LINE. REMOVE MASKING AFTER COMPLETION OF CAULKING.



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CITY OF VERNON
REHABILITATION OF
RESERVOIRS 2-1, 2-2, & 2-3

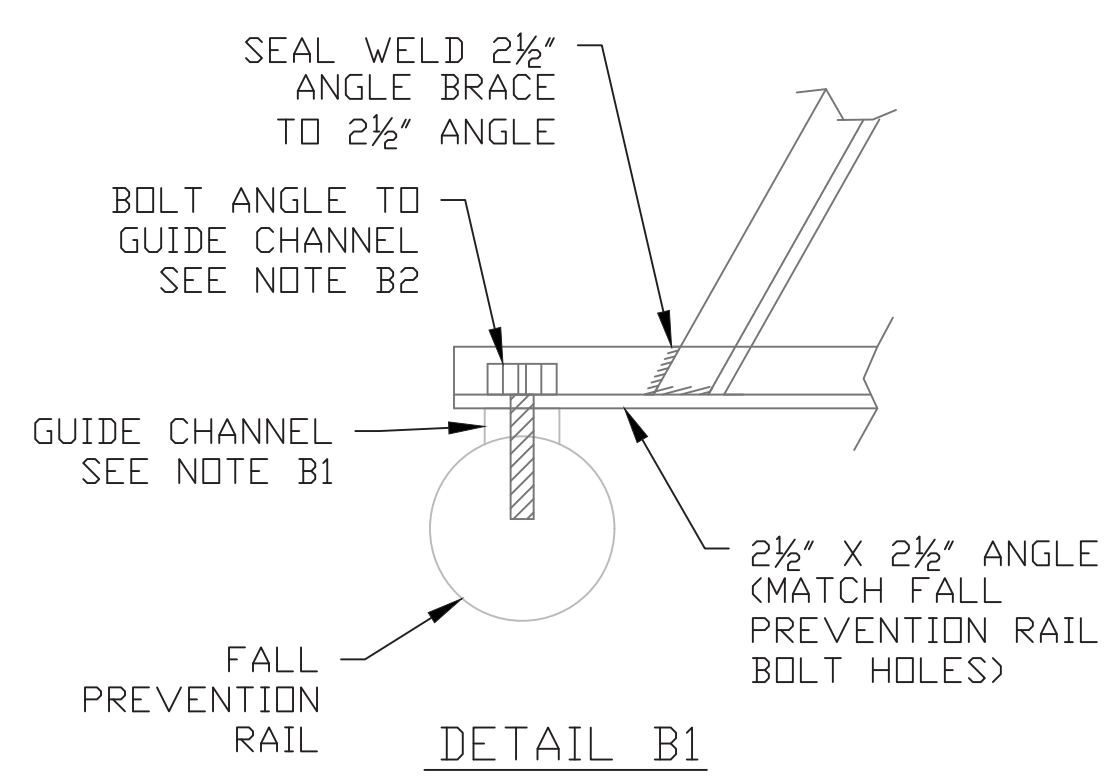
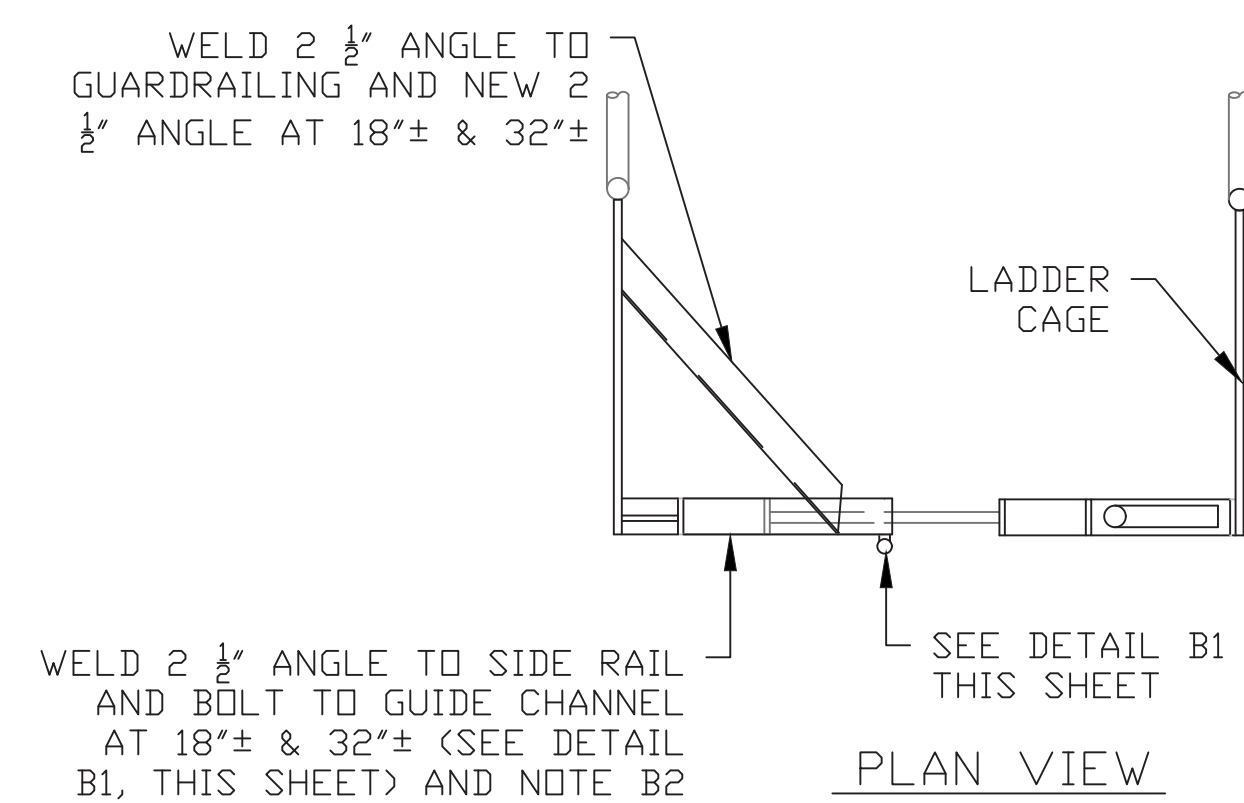
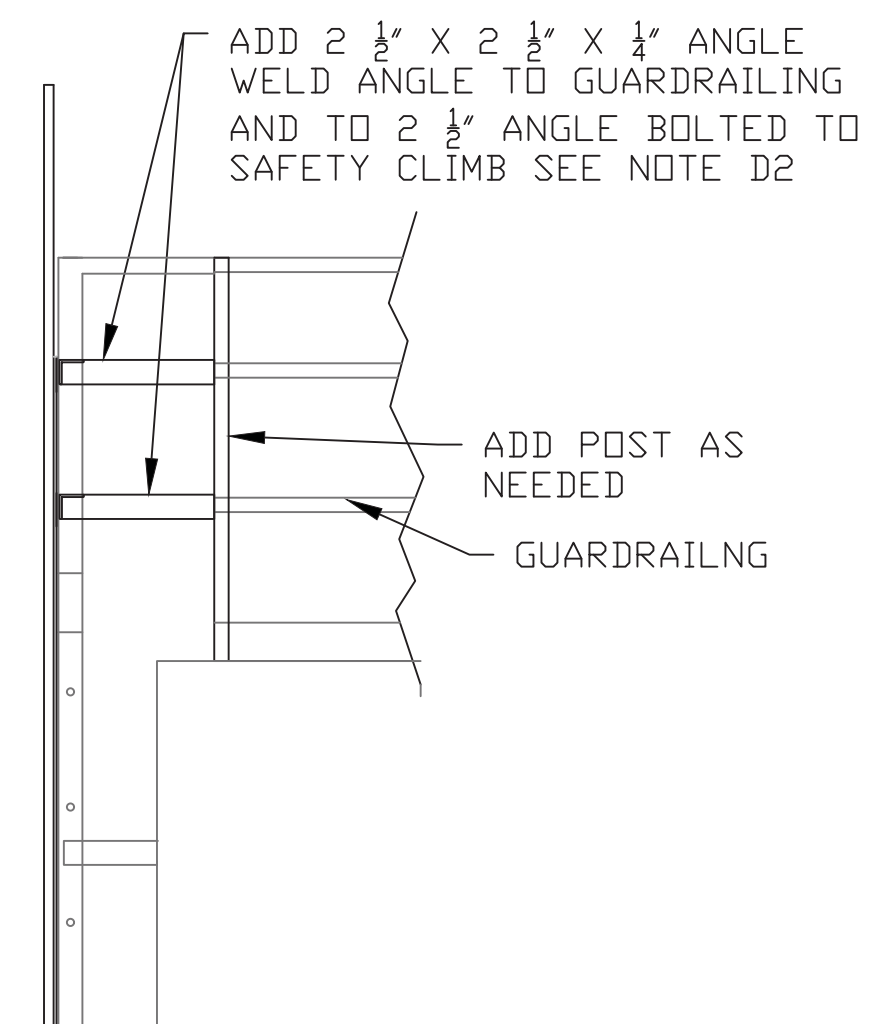
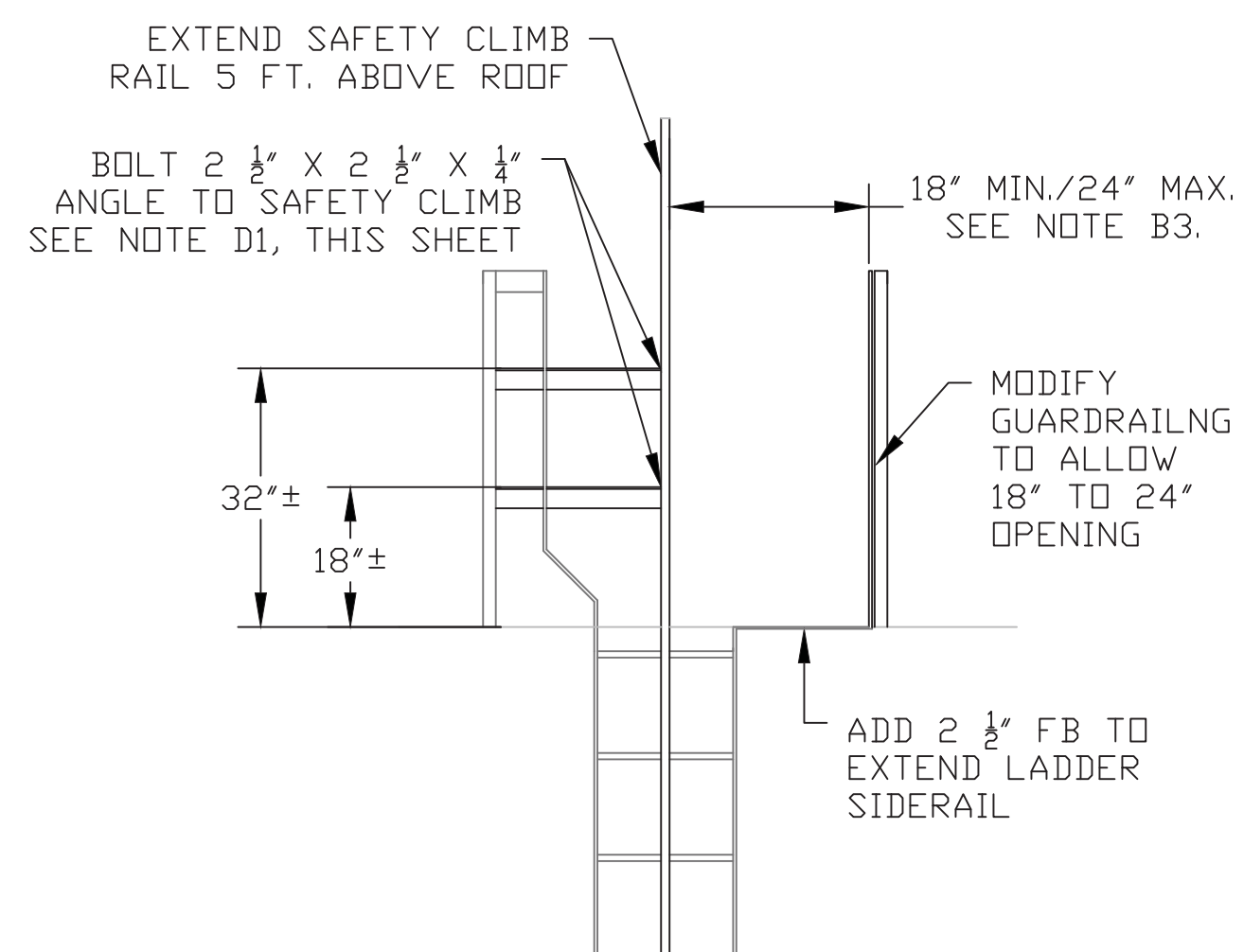
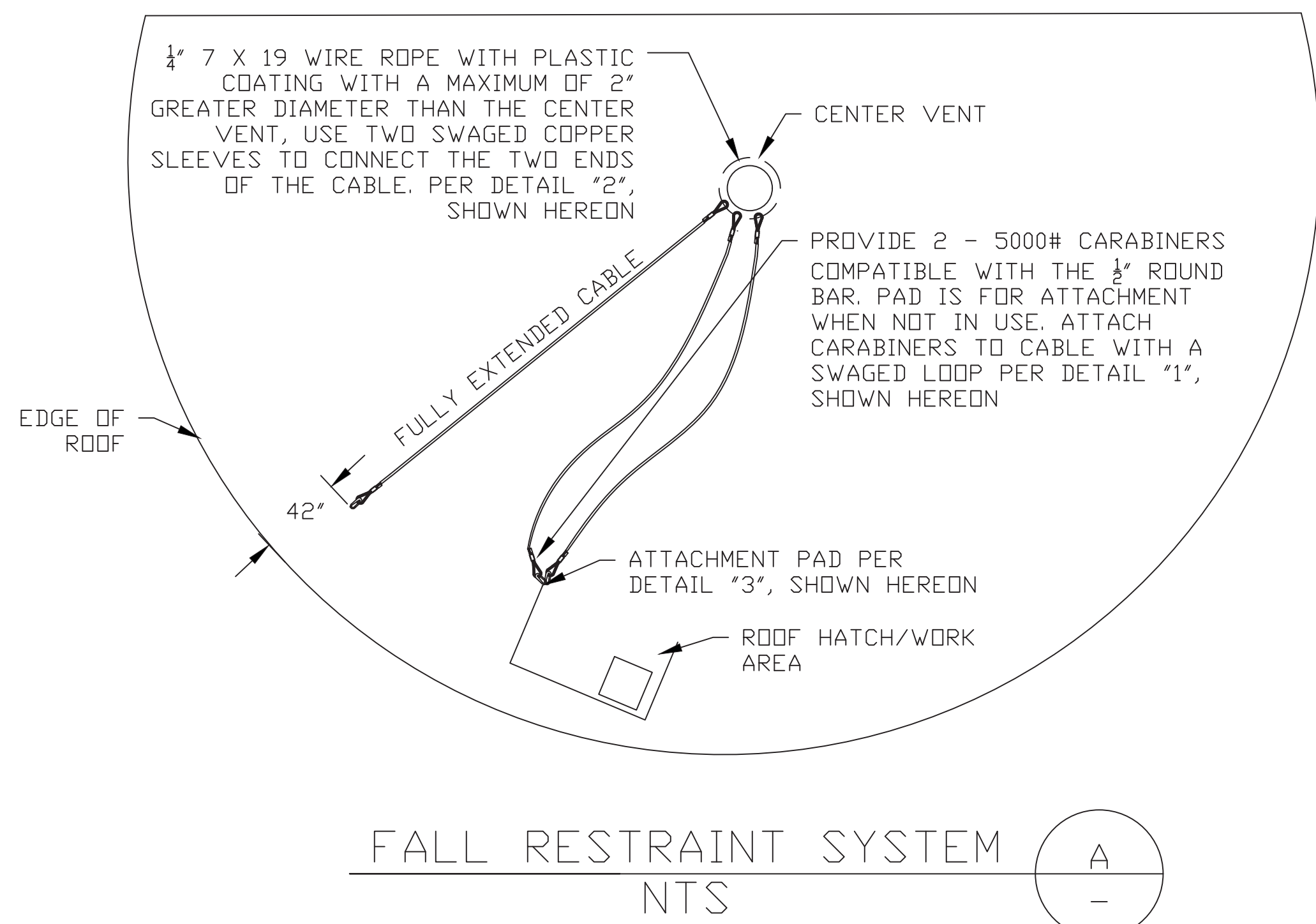
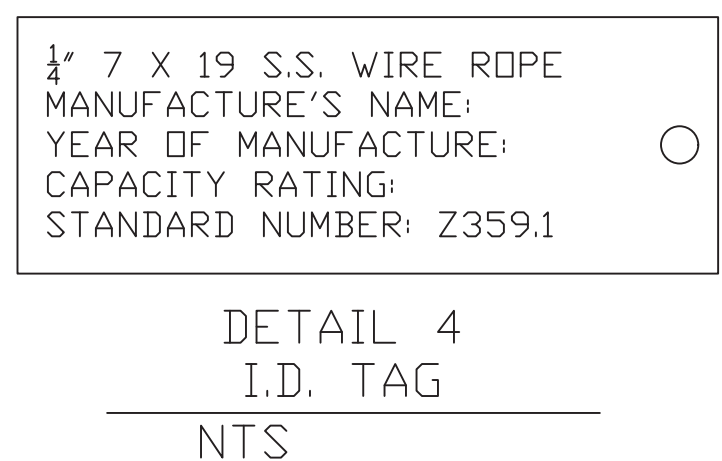
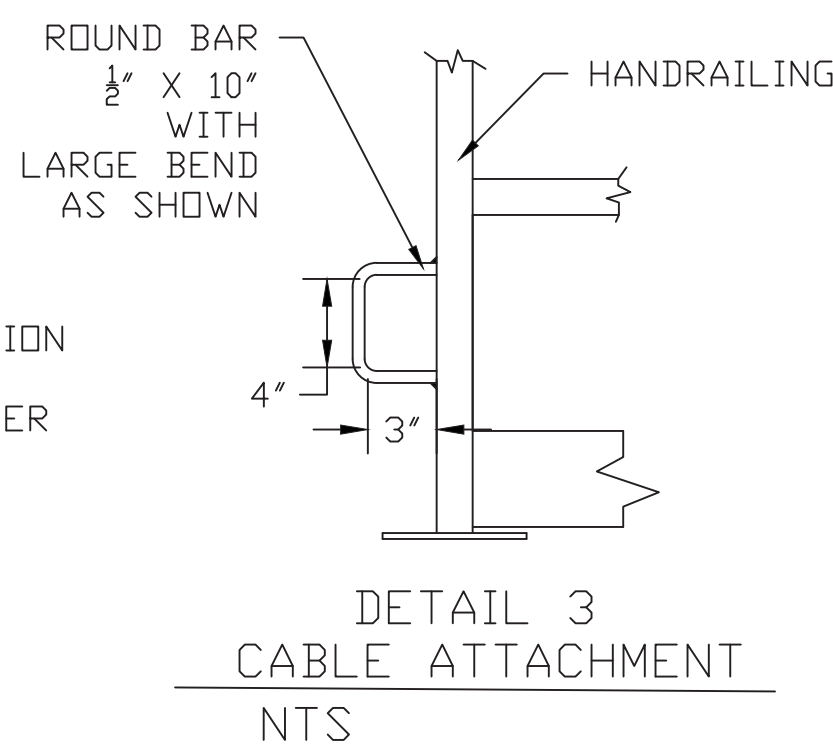
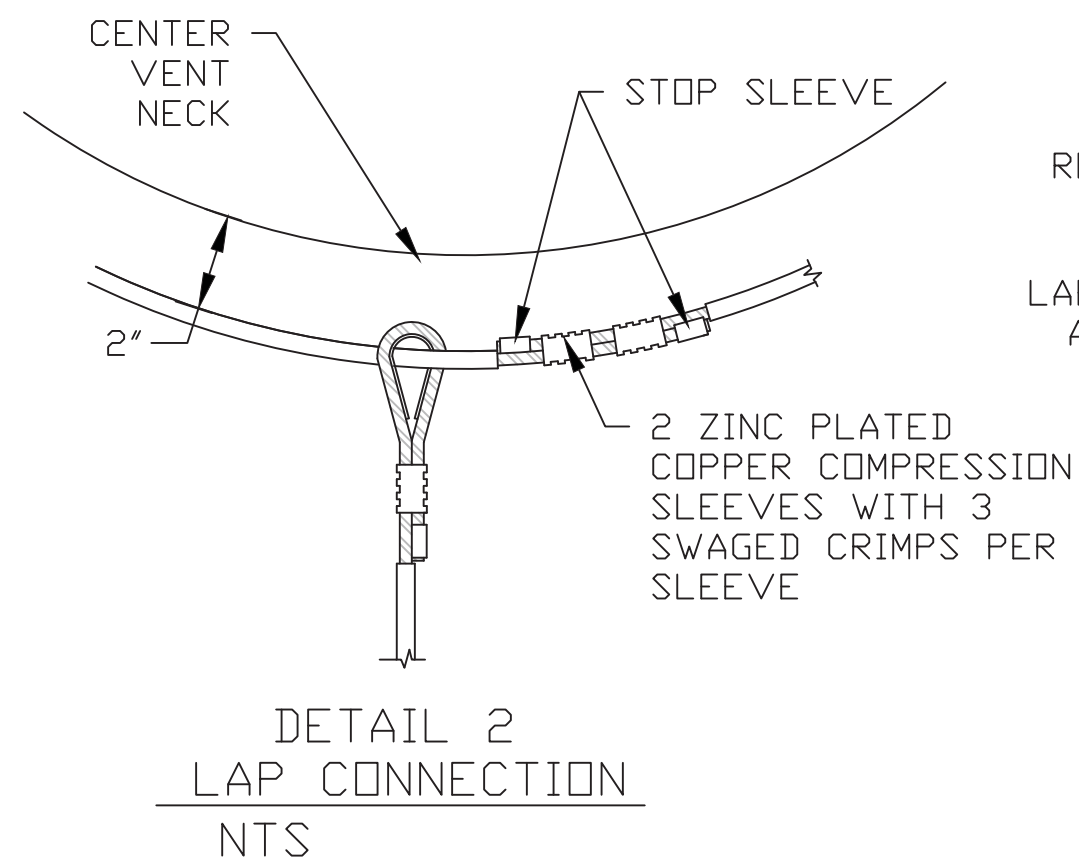
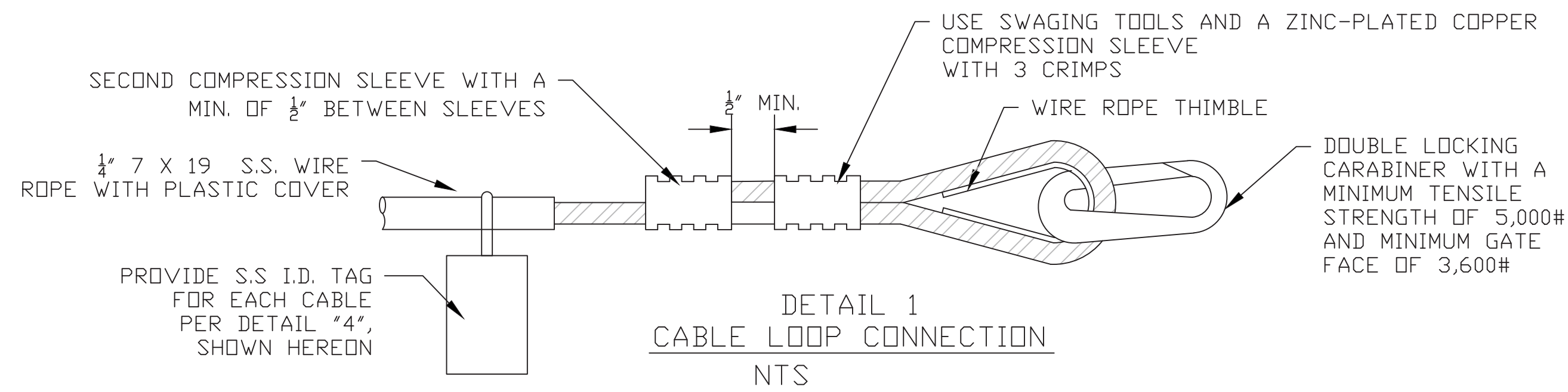
SHEET TITLE

APPURTENANCE DETAILS

PROJECT NO. 2994

SHT. 5 OF 11 SHTS.

SCALE: NTS



RESERVOIR 2-1 SAFETY CLIMB DETAIL NTS

- NOTE:
- B1. SAFETY CLIMB GUIDE CHANNEL MUST EXTEND ABOVE UPPER BRACE CONNECTION 2-INCHES MAXIMUM
- B2. THE ANGLE BRACES MAY BE MOVED ±1" TO ALIGN WITH THE BOLT HOLES ON THE SAFETY RAIL. IF THE ANGLES DO NOT ALIGN WITH THE BOLT HOLES, THEN NEW BOLT HOLES CAN BE DRILLED A MIN. OF 1/2" FROM ORIGINAL BOLT HOLES.
- B3. TOP OF THE LADDER OPENING SHALL BE A MIN. OF 18" AND A MAX. OF 24" FROM THE SIDE RAIL TO THE LADDER SAFETY SYSTEM.



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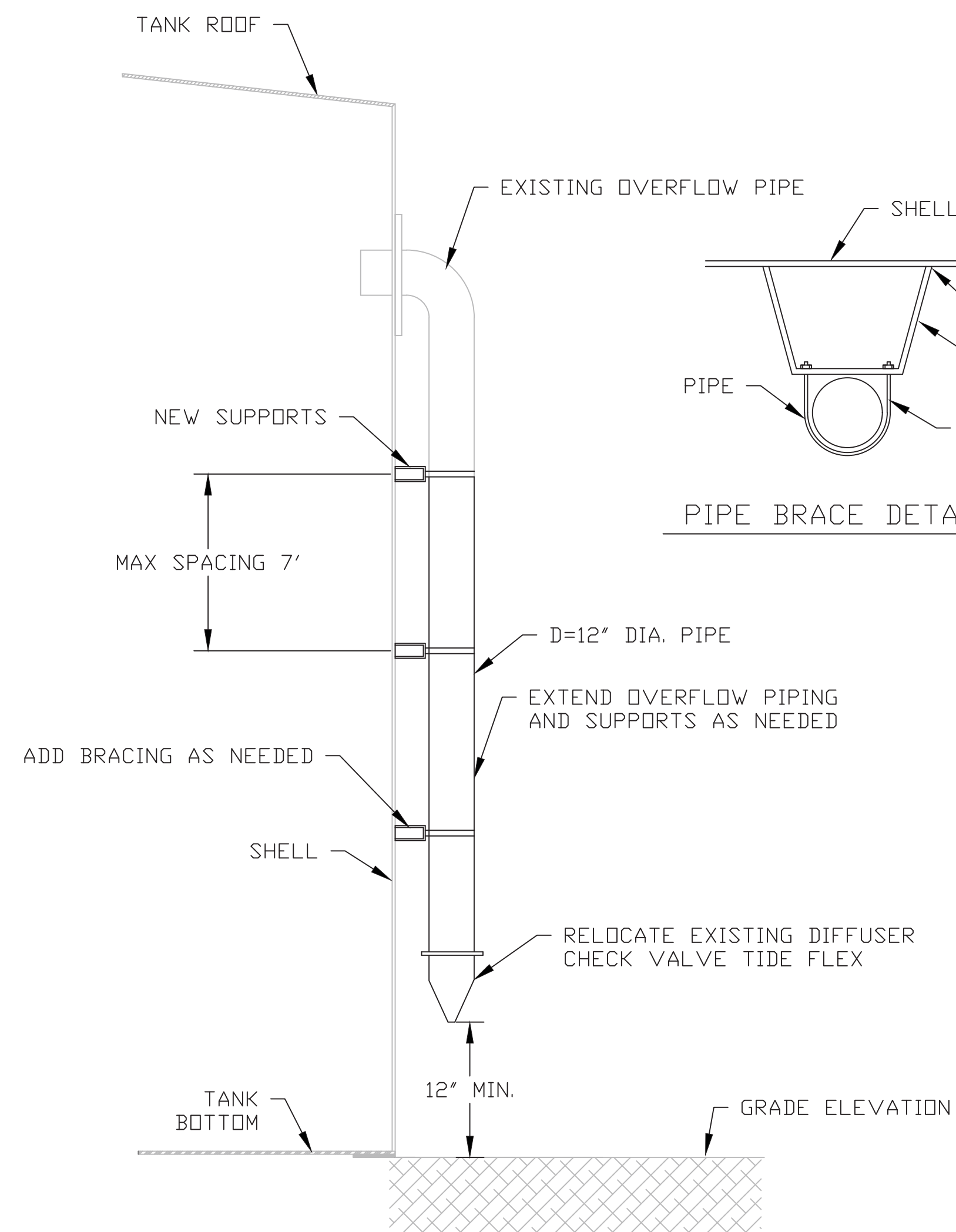
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CITY OF VERNON
REHABILITATION OF
RESERVOIRS 2-1, 2-2, & 2-3

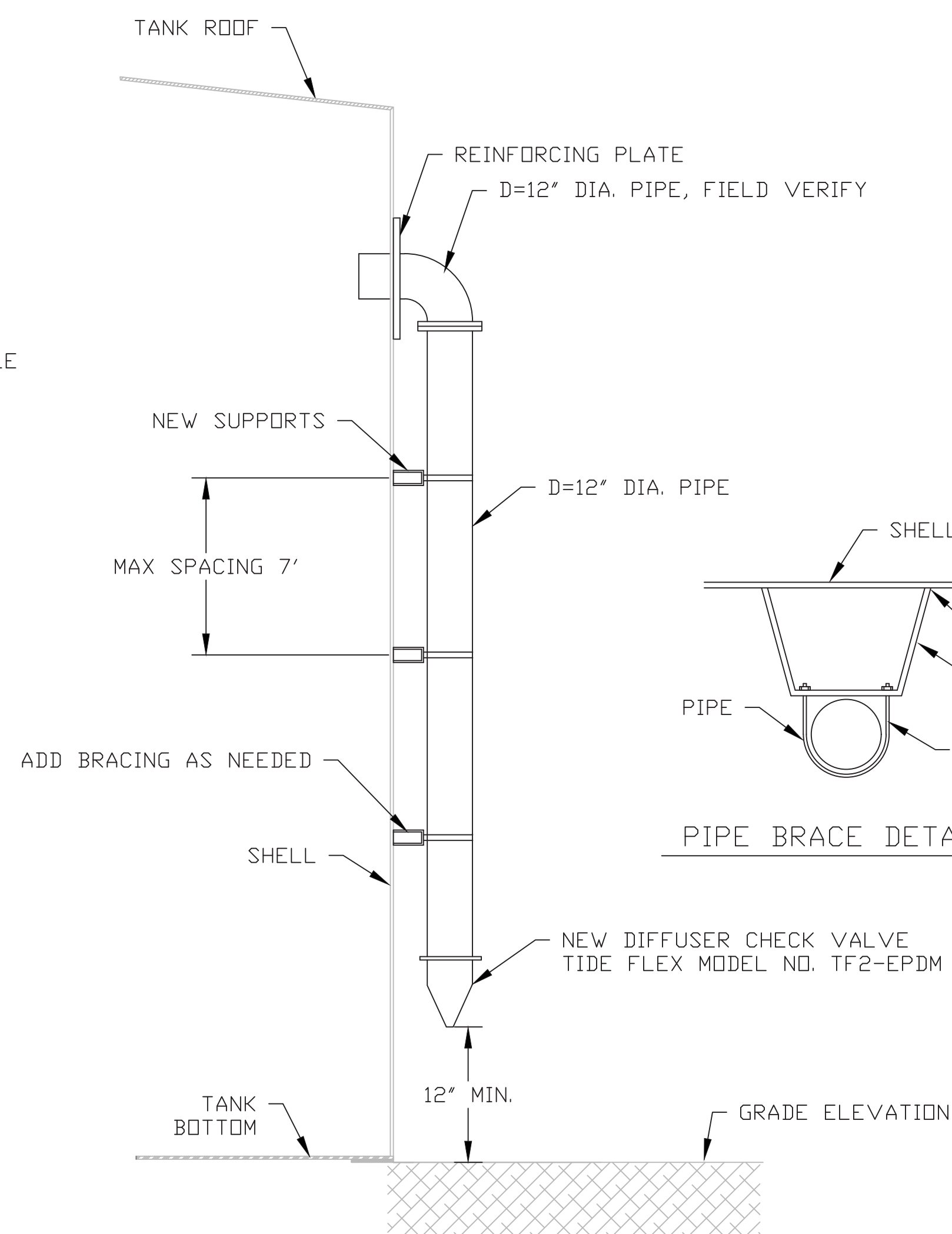
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F.R.S & SAF-T-CLIMB DETAILS

PROJECT NO. 2994
SHT. 6 OF 11 SHTS.
SCALE: NTS



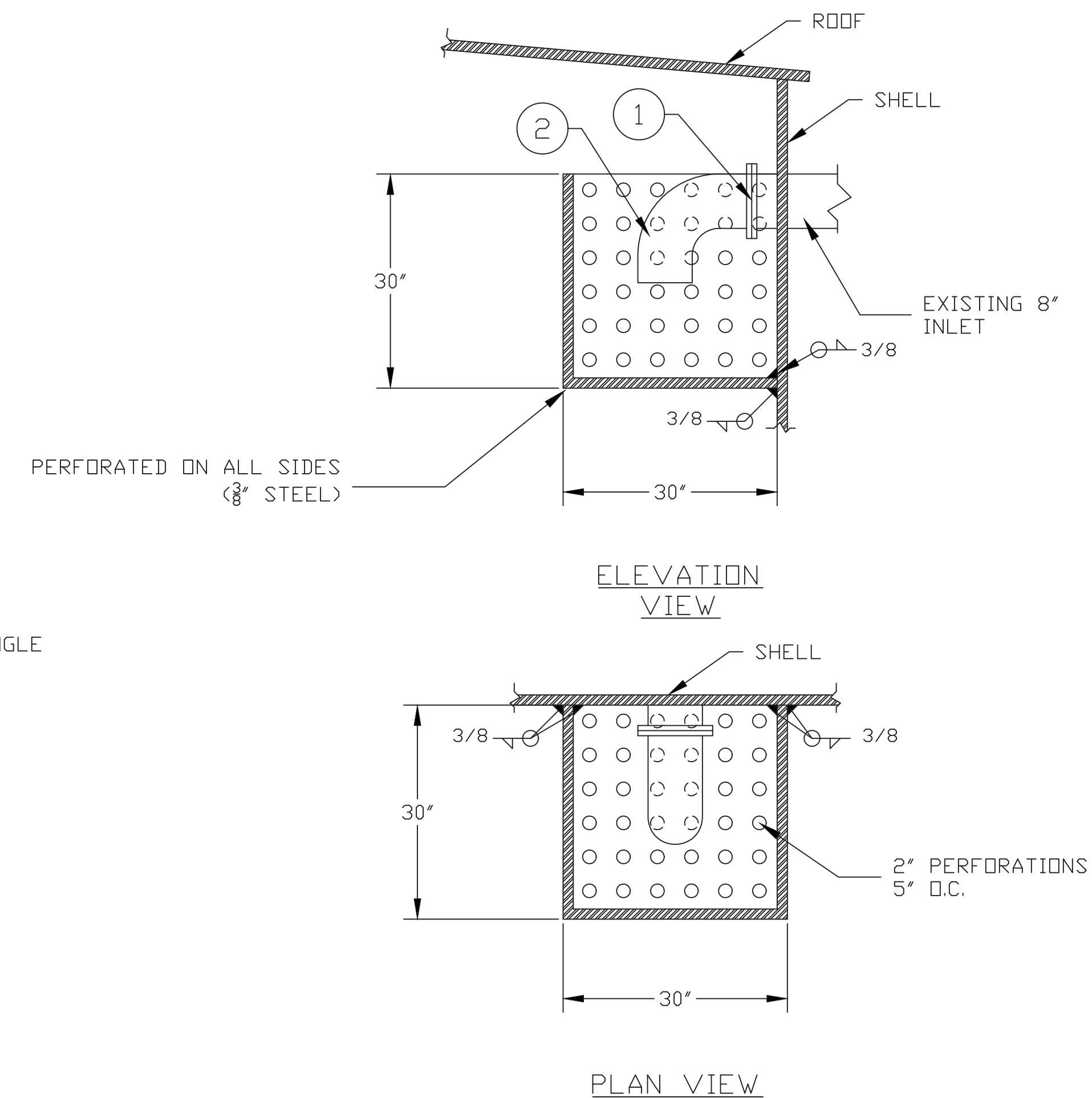
RESERVOIR 2-1
OVERFLOW DETAIL
NTS

NOTE:
A1. COAT INTERIOR AND PAINT EXTERIOR OF
PIPE IN ACCORDANCE WITH SECTION 09800



RESERVOIRS 2-2 AND 2-3
OVERFLOW DETAIL
NTS

NOTE:
B1. COAT INTERIOR AND PAINT EXTERIOR OF
PIPE IN ACCORDANCE WITH SECTION 09800



INLET DIFFUSER DETAIL
NTS

1. INSTALL FLANGE ON EXISTING NOZZLE
2. INSTALL NEW FLANGED ELBOW



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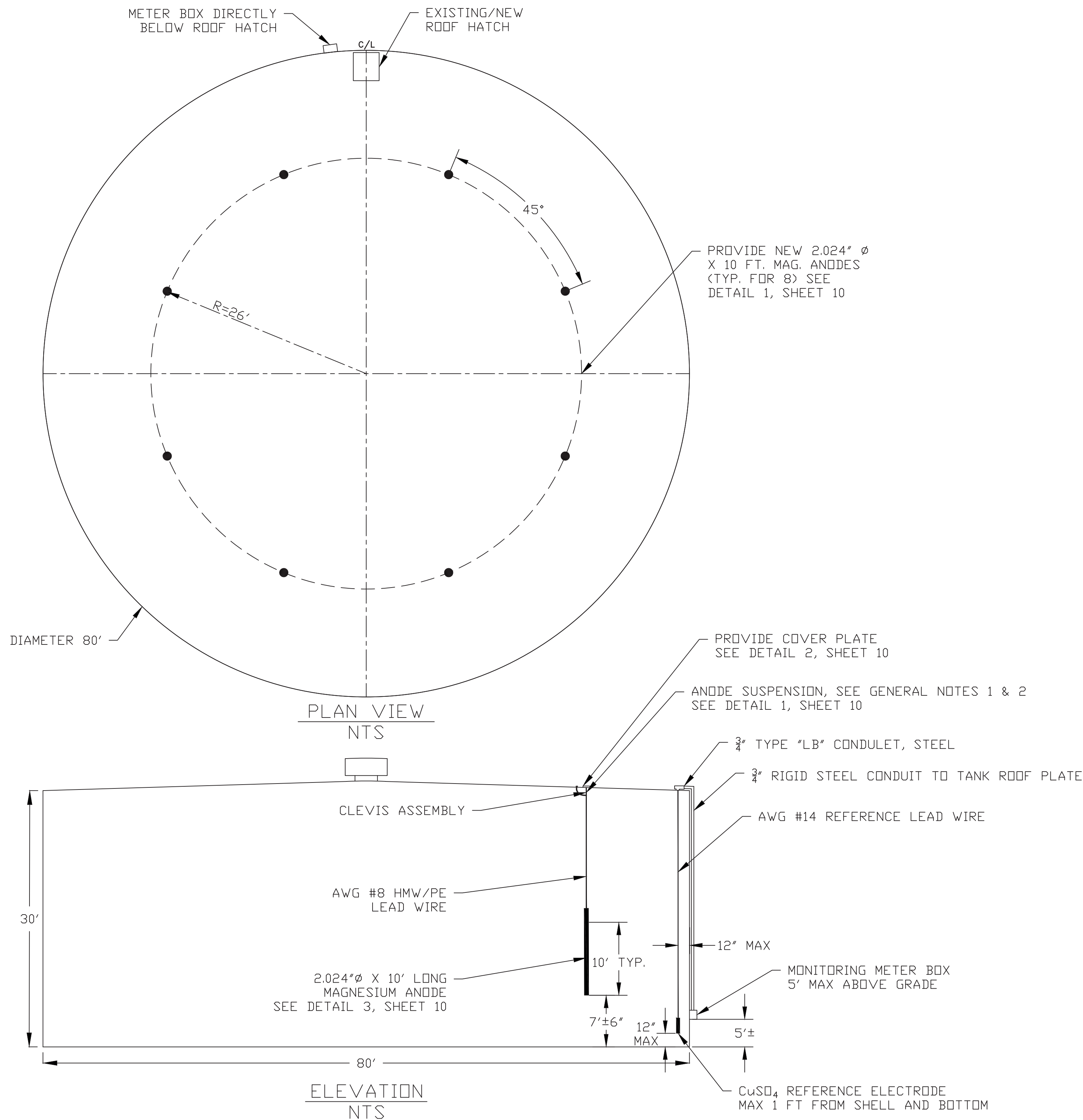
CITY OF VERNON
REHABILITATION OF
RESERVOIRS 2-1, 2-2, & 2-3

SHEET TITLE
OVERFLOW & INLET DIFFUSER DETAILS

PROJECT NO. 2994

SHT. 7 OF 11 SHTS.

SCALE: NTS



GENERAL NOTES

1. PROVIDE NEW ANODE MOUNTING HARDWARE PER DETAIL 1, SHEET 10
2. ANODES TO BE SUSPENDED BY THEIR OWN LEAD WIRE PER DETAIL 1, SHEET 10
3. CLEAN METAL UNDER SOLDERLESS LUG TO BARE WITH GRINDER OR WIRE BRUSH. COVER ALL EXPOSED METAL WITH MIN. $\frac{1}{16}$ " EPOXY AFTER ASSEMBLY.
4. NEW ANODE LOCATIONS MAY BE MOVED \pm 2' ALONG CIRCUMFERENCE AND OR \pm 1' ALONG RADII TO AVOID ROOF RAFTERS AND/OR RING GIRDERS UNDER ROOF PLATES.

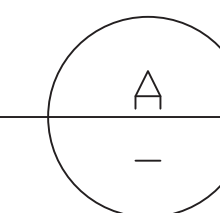
LEGEND

- CUT NEW 5" ϕ HANDHOLES - PROVIDE AND INSTALL NEW 2.024" ϕ X 10' LONG MAGNESIUM ANODES WITH COVER.

MATERIAL LIST

ITEM	QUANTITY	DESCRIPTION
1 ANODE	8	2.024" DIA. X 10' MAGNESIUM GALV ROD ANODE WITH 20' AWG. #8 STRANDED COPPER LEAD WIRE, HMW/PE INSULATION, BLACK.
2 SOLDERLESS LUG	8	T & B #31003 COPPER OR BRONZE, SIZED FOR AWG #8 CONDUCTOR (OR APPROVED EQUAL)
3 SERVICE SLEEVE	8	HOT-DIPPED GALVANIZED STEEL CRIMPABLE SLEEVE, SIZED TO FIT AROUND TWO CONDUCTORS.
4 CLEVIS ASSEMBLY	8	STEEL HEAVY DUTY, GALVANIZED WITH CERAMIC SPOOL
5 HANDHOLE COVER	8	6" DIA. X $\frac{3}{32}$ " GALVANIZED STEEL PLATE WITH 7 $\frac{1}{2}$ " X 1" X $\frac{1}{4}$ " GALVANIZED STEEL BAR, STAINLESS STEEL $\frac{1}{2}$ " BOLT AND FULL FACE NEOPRENE RUBBER GASKET AND GROMMET.
6 BOLTS/NUTS FOR CABLE LUG	8	$\frac{1}{4}$ " - 20 STAINLESS STEEL BOLTS AND NUTS, LENGTH APPROX. 1".
7 METER ASSEMBLY AND REFERENCE ELECTRODE	1	FIBERGLASS OR POLYCARBONATE ENCLOSURE BOX PLUS METER AND SWITCH, COPPER SULFATE REFERENCE

2-2 AND 2-3 CATHODIC PROTECTION NTS



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CITY OF VERNON
REHABILITATION OF
RESERVOIRS 2-1, 2-2, & 2-3

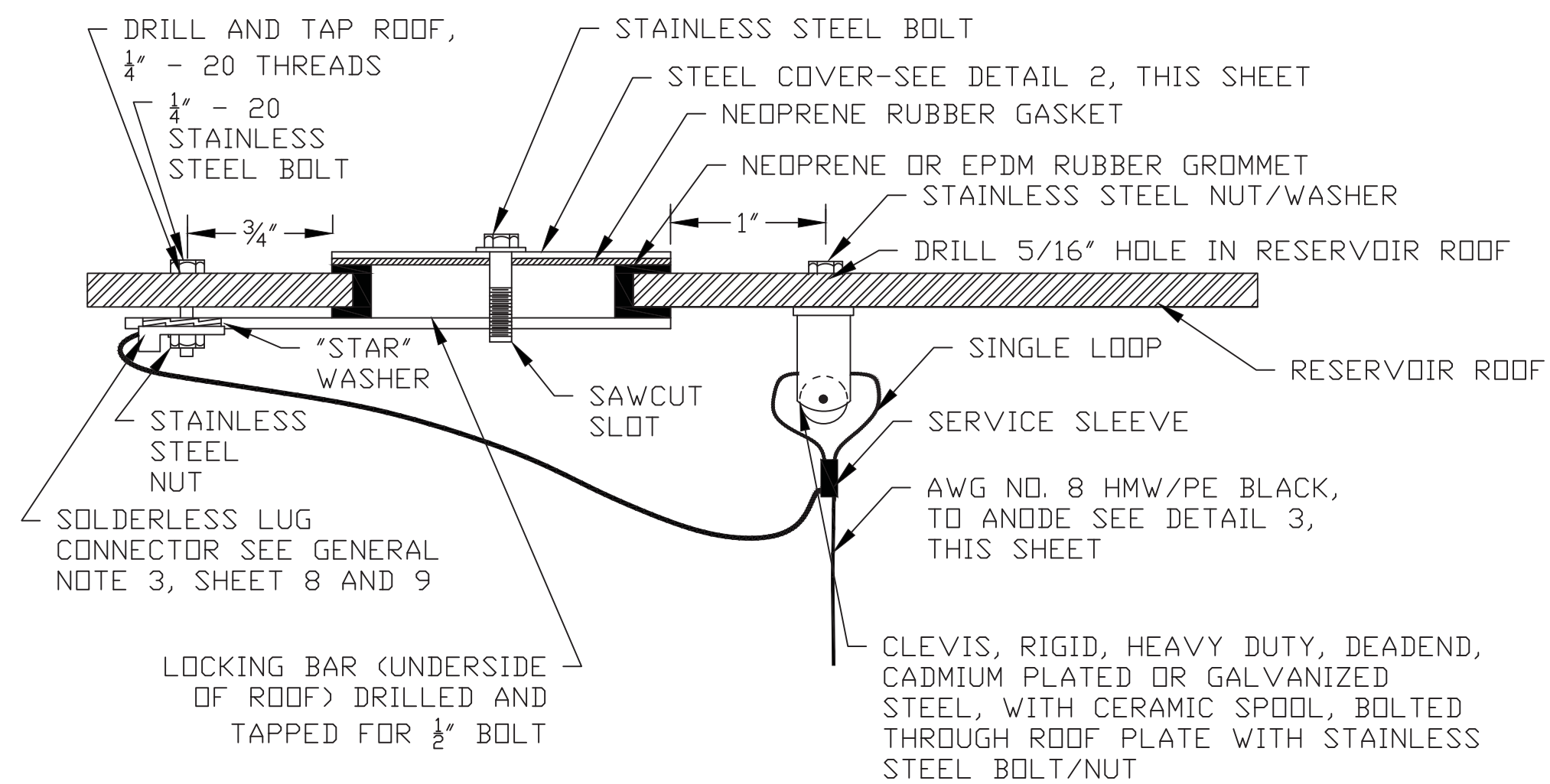
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RESERVOIRS 2-2 AND 2-3
CATHODIC PROTECTION LAYOUT

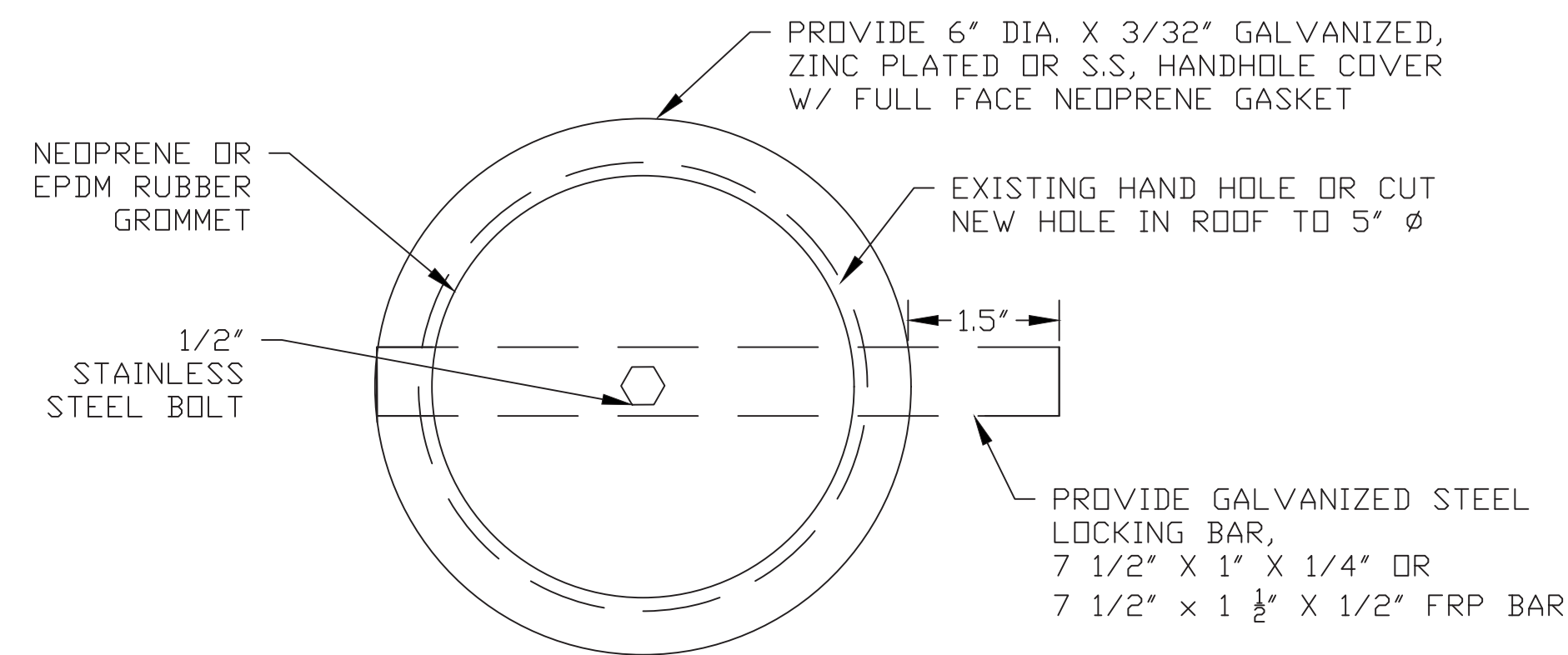
PROJECT NO. 2994

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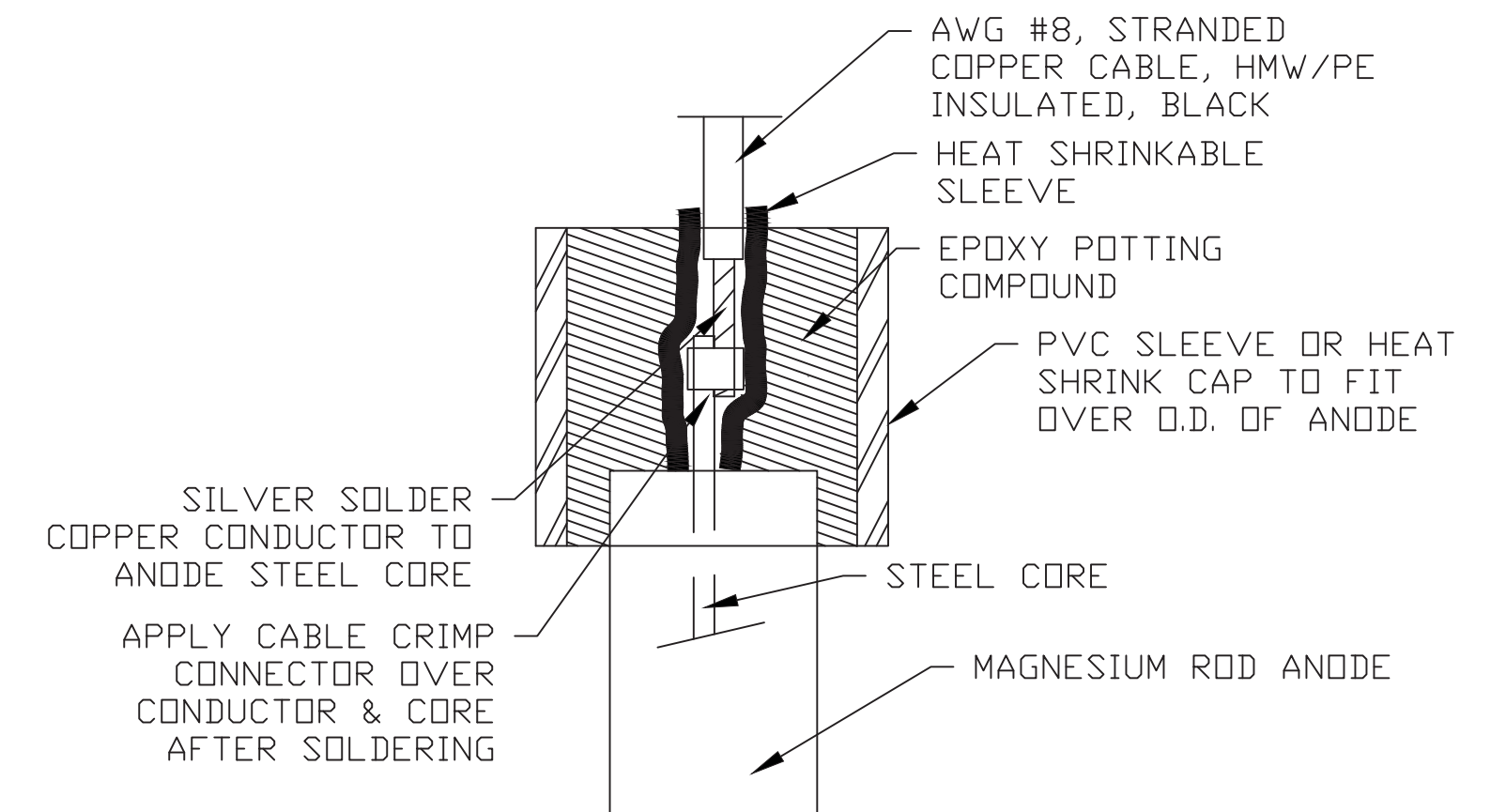
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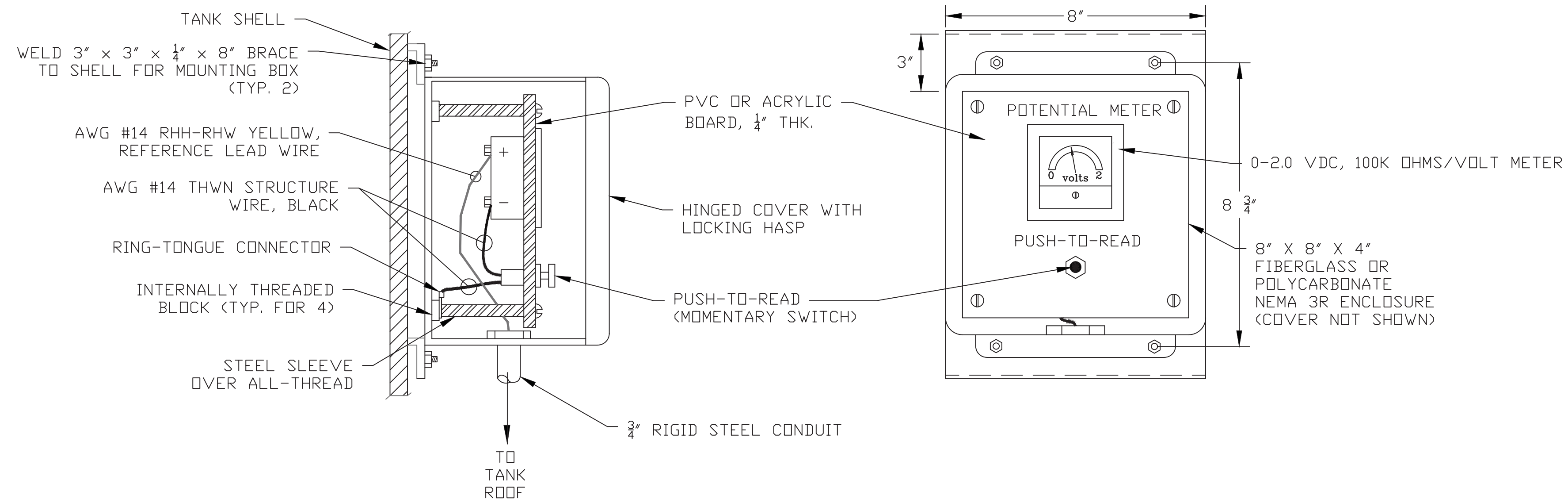
ANODE MOUNTING ASSEMBLY
NTS



HANDHOLE COVER
NTS



LEAD WIRE ATTACHMENT TO ANODE
NTS



POTENTIAL METER & ENCLOSURE
EXTERIOR MOUNTED ON RESERVOIR SHELL
NTS



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CITY OF VERNON
REHABILITATION OF
RESERVOIRS 2-1, 2-2, & 2-3

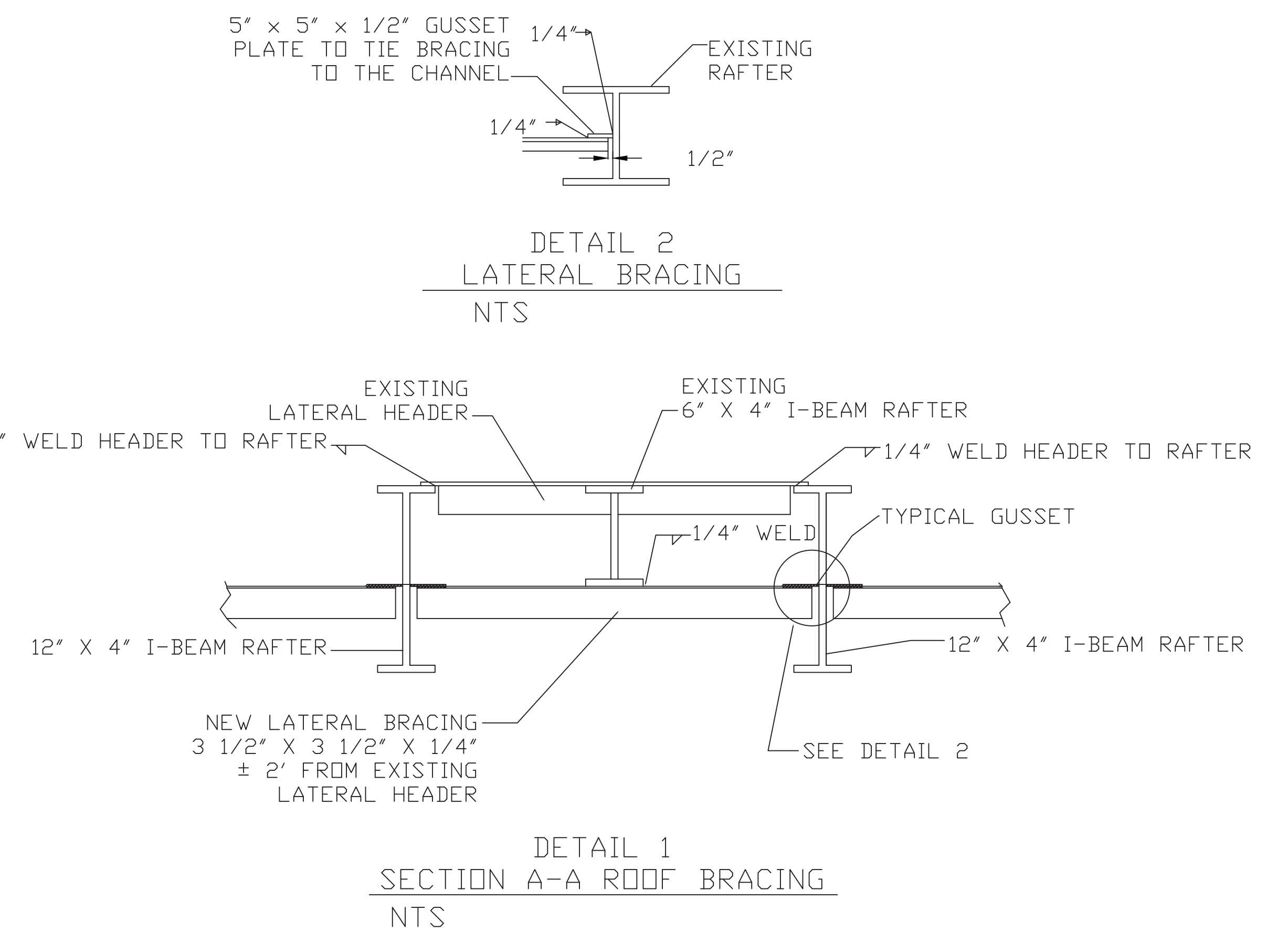
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CATHODIC PROTECTION DETAILS

PROJECT NO. 2994

SHT. 10 OF 11 SHTS.

SCALE: NTS



CITY OF VERNON

TECHNICAL SPECIFICATIONS

FOR THE

REHABILITATION OF RESERVOIRS 2-1, 2-2, AND 2-3

AUGUST 2021

Mr. Mark Aumentado
City of Vernon
4305 Santa Fe Avenue
Vernon, CA 90058

CITY OF VERNON

RESERVOIRS 2-1, 2-2, AND 2-3

SECTION INDEX

SECTION

01000	SUMMARY OF WORK
09800	RESERVOIR COATING AND PAINTING SPECIFICATION
13200	MISCELLANEOUS STRUCTURAL MODIFICATIONS SPECIFICATION
16641	CATHODIC PROTECTION BY GALVANIC ANODES

SECTION 01000 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 WORK UNDER THIS CONTRACT

- A. The Contractor shall furnish all labor, equipment, and materials as required by these specifications for the following reservoirs. (The dimensions are approximate only and shall be field verified by the Contractor prior to bidding.)

	<u>Reservoir</u>	<u>Size</u>	<u>Dimensions</u>	<u>Type</u>
1.	Reservoir 2-1	1.0 MG	80 ft. Dia. x 30 ft. Ht.	Riveted
2.	Reservoir 2-2	1.0 MG	80 ft. Dia. x 30 ft. Ht.	Welded
3.	Reservoir 2-3	1.0 MG	80 ft. Dia. x 30 ft. Ht.	Welded

- B. Work to be performed includes application of protective coatings to interior surfaces and paint to exterior surfaces, including surface preparation, handling of hazardous and nonhazardous materials/wastes, disinfection of interior surfaces, and modification of miscellaneous structural items to bring the structures into compliance with current safety and health codes, standards and regulations and other work necessary to accomplish the approved end result of totally protected and usable structures, including attachments, accessories, and appurtenances. The following items are required, except as otherwise noted, generally as follows:

RESERVOIR 2-1, 2-2, & 2-3 ITEMS

1. The water in each reservoir will be pumped down by the City to approximately 10 feet. The Contractor shall remove the remaining water and sediment. Each reservoir has a bottom drain which drain directly to a storm drain. The water must be dechlorinated, and any sediment must be filtered prior to being drained into the storm drain.
2. Coal tar enamel present on the lower 1 ft. of the shell and bottom surfaces shall be removed by pneumatic-mechanical chipping method prior to abrasive blasting.
3. Remove all interior coatings by abrasive blast cleaning.
 - a. The topside of the existing rafters shall be blasted and coated in accordance with the specifications.
 - b. The topside of the new rafters shall be blasted and coated in accordance with the specifications prior to installation.
4. Apply a three-coat epoxy coating system to all interior surfaces above the bottom.
5. Electrically detect epoxy coating system noted in 4. above and repair as required.
6. Apply a 100% solids epoxy coating system to all interior bottom surfaces and lower 2 feet of the shell and columns.

7. Electrically detect 100% solids epoxy coating system and repair as required.
8. Cure interior epoxy coating as specified herein.
9. Test, handle and dispose of hazardous and nonhazardous coating wastes in conformance to all regulations.
10. Apply a flexible sealant to all roof lap seams and inaccessible voids, as designated by the Engineer.
11. Wash down interior surfaces and disinfect complete interior.
12. Remove all paint from exterior roof, shell, piping, and appurtenances by abrasive blast cleaning or other approved method.
13. Apply specified primer to all exterior surfaces of the reservoir noted in 12. above.
14. Apply intermediate and finish coats of paint to complete exterior surfaces, piping, and appurtenances of the reservoir noted in 13. above.
15. Test, handle and dispose of hazardous and nonhazardous wastes generated from exterior painting operations in conformance to all regulations.
16. Remove existing center vent and roof plates as determined necessary by the Engineer and fabricate and install a new 48-inch diameter center vent, including reinforcing plate, fiberglass cover, and roof plates as needed.
17. Remove and dispose of the existing guardrail diagonal supports and furnish and install new guardrailing returns with kickplates at the roof hatch/work areas, in accordance with the plans.
 - a. **Reservoir 2-1** does not have diagonal supports to remove. The new returns shall be installed at the end of the guardrails.
 - b. Furnish and install new 3-foot sections of guardrails at the top of the ladder opening on **Reservoir 2-1**.
18. Replace the existing roof hatch cover with a new 1/4" aluminum cover.
19. Furnish and install a new secondary roof hatch with a 1-inch diameter coupling in the hatch curb at the location designated by the Engineer, in accordance with the plans. The new roof hatch shall be 5' from the edge of the roof.
20. Furnish and install a new mixing and chemical feed system, including mixer, control panel and enclosure, four (4) each 1" nozzles and ball valves, conduit, unistruts, copper pipe, and roof hatch coupling, in accordance with the plans and specifications.
21. Furnish and install a new 1" coupling and ball valve at location designated by the City.

22. Furnish and install new ladder safety system on the interior ladders.
23. Furnish and install a new fall restraint cable system, in accordance with the plans.
24. Remove and dispose of liquid level indicator assembly and piping. Furnish and weld plates over the openings in the roof.
25. Furnish and install a new galvanic anode cathodic protection system, as shown on the plans.
 - a. Remove and dispose of the existing cathodic protection system on **Reservoir 2-1**.
26. Remove the existing inlet diffuser box and furnish and install a new inlet diffuser box in accordance with the plans.
27. Remove asphalt between the concrete grade band and reservoir bottom plate extension. Remove gravel and dirt within the concrete grade band of the reservoir a minimum of 6 inches below the bottom plate extension and place new clean gravel within the concrete grade band up to the bottom plate extension.

RESERVOIR 2-1 ITEMS

28. Modify the existing overflow to extend the overflow pipe to a minimum 12 inches and maximum 24 inches from the splash pad. Furnish and install new pipe and pipe brackets and relocate the existing passive check valve to the end of the new pipe.
29. Widen the top of the ladder and modify guardrail to provide a minimum 18" and maximum 24" opening and brace the safety climb, in accordance with the plans.
30. Furnish and install a new self-closing hinged gate at the end of the new 3-foot sections of guardrails, in accordance with the plans.
31. Furnish and install a new ladder safety system on the exterior ladder and brace dismount section, in accordance with the plans.
32. Remove top rung from the interior ladder.

RESERVOIR 2-1 OPTIONAL ITEMS

33. Provide dehumidification system for interior work, including curing the coating, as determined necessary by the City.
34. Fill or weld plates over excessively pitted or corroded areas, as determined necessary by the Engineer.
35. Excessively corroded areas on the rafters and/or girder flanges that comprise of sharp edges from sandblasting shall be ground smooth and rounded, as determined necessary by the Engineer.

36. Furnish all labor, materials, and equipment to abrasively blast clean severely corroded areas, as determined necessary by the Engineer.
37. Remove and replace 3 ft. section of severely corroded rafters, as determined necessary by the Engineer.
38. Remove and replace severely corroded nuts and bolts on the structural connections, as determined necessary by Engineer.

RESERVOIR 2-2 ITEMS

39. Remove and dispose of the existing overflow pipe and furnish and install a new overflow pipe, shell nozzle, pipe brackets, and passive check valve.
40. Furnish and install new lateral bracing at the midspan of the full-length rafters and weld existing Jack-rafter header to the existing full-length rafter in accordance with the plans.
41. Remove top rung from the interior ladder.

RESERVOIR 2-2 OPTIONAL ITEMS

42. Provide dehumidification system for interior work, including curing the coating, as determined necessary by the City.
43. Fill or weld plates over excessively pitted or corroded areas, as determined necessary by the Engineer.
44. Excessively corroded areas on the rafters and/or girder flanges that comprise of sharp edges from sandblasting shall be ground smooth and rounded, as determined necessary by the Engineer.
45. Furnish all labor, materials, and equipment to abrasively blast clean severely corroded areas, as determined necessary by the Engineer.
46. Remove and replace center support structure in like kind.
47. Remove and replace severely corroded nuts and bolts on the structural connections, as determined necessary by Engineer.

RESERVOIR 2-3 ITEMS

48. Remove and dispose of the existing overflow pipe and furnish and install a new overflow pipe, shell nozzle, pipe brackets, and passive check valve.
49. Furnish and install new lateral bracing at the midspan of the full-length rafters and weld existing Jack-rafter header to the existing full-length rafter in accordance with the plans in accordance with the plans.

RESERVOIR 2-3 OPTIONAL ITEMS

50. Provide dehumidification system for interior work, including curing the coating, as determined necessary by the City.
 51. Fill or weld plates over excessively pitted or corroded areas, as determined necessary by the Engineer.
 52. Excessively corroded areas on the rafters and/or girder flanges that comprise of sharp edges from sandblasting shall be ground smooth and rounded, as determined necessary by the Engineer.
 53. Furnish all labor, materials, and equipment to abrasively blast clean severely corroded areas, as determined necessary by the Engineer.
 54. Remove and replace severely corroded nuts and bolts on the structural connections, as determined necessary by Engineer.
- C. Surfaces not to be painted include fencing, concrete surfaces, liquid level indicator accessories, glass, plastic, nameplates, communication equipment, intrusion switches, and other surfaces on which coatings or paint would not adhere or would interfere with operation of specific item.
- D. If severely corroded or damaged areas are discovered during the course of abrasive blast cleaning operations, the Contractor shall notify the Engineer or authorized representative. Welding and repair of severely corroded areas of reservoir and other mechanical repairs may be required during project.
1. The Contractor shall allow the City access to make reservoir repairs while the existing coatings or paints are being removed.
 2. A time extension will be issued should structural repairs preclude abrasive blast cleaning and/or coating or paint application. Preparation work shall continue while reservoir repairs are being made. The time extension will assume the Contractor will be able to re-mobilize and begin coating and painting within two weeks of notification. No additional time will be granted to permit the Contractor to complete other projects prior to this project.

1.2 REFERENCE SPECIFICATIONS AND STANDARDS

- A. Without limiting the general aspects or other requirements of this specification, work and equipment shall conform to applicable requirements of municipal, state and federal codes, laws and ordinances governing the work, manufacturer's printed instructions, subject to Engineer's approval.
- B. The Engineer's decision shall be final as to interpretation and/or conflict between any of the referenced codes, laws, ordinances, specifications and standards contained herein.

1.3 DEFINITIONS

- A. The following pairs of words shall be considered identical in meaning and may be used interchangeably: "City" and "Owner"; "General Conditions" and "General Provisions";

“Drawings” and “Plans”; “Standard Drawings” and “Standard Plans”.

- B. The City referred to in these specifications is City of Vernon. Engineer shall be person or persons as designated by the City.
- C. The definition of the word “Engineer” contained herein is: The person authorized by the City to oversee the execution of the contract, acting either directly or through his properly authorized agents, each agent acting only within the scope of authority delegated to him.

1.4 HOURS OF WORK

- A. The Contractor’s activities shall be confined to an eight-hour shift between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday, excluding City-designated holidays. Deviation from these hours will not be permitted without the prior consent of the City, except in emergencies involving immediate hazard to persons or property.
- B. In the event of either a requested or emergency deviation, inspection service fees for City personnel and any third-party inspector will be charged against the Contractor. The service fees will be calculated at full overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor. Charges will be made for any change to extraordinary work hours, including standby time due to late crew arrival or “no-show” by crew.
- C. Inspection hours made necessary as a result of the Contractor’s crew working over forty hours per week must be scheduled and approved by City and paid for by Contractor at the prevailing rate for overtime. Inspections requested by or made necessary as a result of actions by the Contractor on Saturdays, Sundays or holidays must be scheduled and approved by City and paid for by Contractor at the prevailing rate for overtime or holiday work.
- D. Contractor shall perform all modifications, interior surface preparation and coating application utilizing a minimum of two (2) blast nozzles per shift, working a minimum of one (1) eight (8) hour shift per day, for duration of all interior work.

1.5 COMPLETION OF WORK

All work shall be completed within the number of calendar days consistent with the Contract Period noted in the Contract Documents. If work is not completed within the number of calendar days specified, Contractor shall bear all additional expenses incurred after contract completion schedule.

1.6 EXTRA WORK

- A. The City may, as the need arises, order changes in work through additions, deletions, or modifications, without invalidating the Contract. Such changes will be affected through written change orders delivered to the Contractor describing the change required in the work, together with any adjustment in contract price or time of completion as hereinafter provided. No such change shall constitute the basis of claims for damages or anticipated profits; however, the Engineer will make reasonable allowance for the value of any work, materials, or equipment furnished and subsequently rendered useless because of such change. Any adjustment in Contract price resulting from a change order will be considered

in computing subsequent monthly payments due the Contractor. Any work performed in accordance with a change order shall be subject to all provisions of the original Contract, and the Contractor's sureties shall be bound thereby to the same degree as under the original Contract. The Contractor will not receive payment for extra work performed unless said extra work is ordered in writing.

- B. Any adjustment in contract price shall be based on unit price bid items or additive and deductive bid items submitted by the Contractor in his original bid on the work where such bid items are applicable, or time and material rates established at the Pre-Construction Conference.

1.7 QUALITY ASSURANCE

- A. General: Quality assurance procedures and practices shall be utilized to monitor all phases of surface preparation, application and inspection throughout the duration of the project. Procedures or practices not specifically defined herein may be utilized provided they meet recognized and acceptable professional standards and are approved by the Engineer.
- B. All materials furnished and all work accomplished under the Contract shall be subject to inspection by the Engineer. The Contractor shall be held strictly to the true intent of the Specifications in regard to quality of materials, workmanship, and diligent execution of the Contract.
- C. Work accomplished in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the City and used in the work thus removed, shall be borne by the Contractor, regardless of whether the work removed is found to be defective or not. Work covered up without the authority of the Engineer or Inspector, shall, upon order of the Engineer, be uncovered to the extent required, and the Contractor shall similarly bear the entire cost of accomplishing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement, as directed and approved by the Engineer.
- D. Except as otherwise provided herein, the cost of inspection will be paid by the City.
- E. The Engineer will make, or have made, such tests as he deems necessary to ensure the work is being accomplished in accordance with the requirements of the Contract. Unless otherwise specified in the Special Conditions, the cost of such testing will be borne by the City. In the event such tests reveal noncompliance with the requirements of the Contract, the Contractor shall bear the cost of such corrective measures deemed necessary by the Engineer, as well as the cost of subsequent retesting and re-inspection. It is understood and agreed the making of tests shall not constitute an acceptance of any portion of the work, nor relieve the Contractor from compliance with the terms of the Contract.
- F. Warranty Inspection: Warranty inspection shall be conducted between the eleventh and sixteenth months following completion of all work and filing of the Notice of Acceptance. The draining of the reservoirs will be accomplished when there will be minimum inconvenience to the City. All personnel present at the Pre-Construction Conference should be present at this inspection. All defective work shall be repaired in strict accordance with this specification and to the satisfaction of the Engineer.

1. Notification: The City shall establish the date for the inspection and shall notify the Contractor at least 30 days in advance. The City will drain the reservoir and Contractor shall provide, at his own expense, suitable lighting, scaffolding and ventilation for the inspection. At the City's option, warranty inspection for interior surfaces may be accomplished by diving operations with reservoir in service.
2. Interior Inspection: The entire interior coating systems shall be visually inspected as specified in 1.7 QUALITY ASSURANCE. All defective coating as well as damaged or rusting spots of the reservoir shall be satisfactorily repaired by and at the sole expense of the Contractor. All repaired areas shall then be electrically tested as specified in the above-mentioned section and repair/electrical testing procedure repeated until surface is acceptable to the Engineer.
3. Exterior Inspection: The entire exterior paint systems shall be visually inspected as specified in 1.7 QUALITY ASSURANCE. All defective paint as well as damaged or rusting spots of the reservoir shall be satisfactorily repaired by and at the sole expense of the Contractor. All repaired areas shall then be again inspected as specified in the above-mentioned section and repair procedure repeated until surface is acceptable to the Engineer.
4. Structural Inspection: The entire work shall be visually inspected as specified. All defective work shall be satisfactorily repaired by and at the sole expense of the Contractor.
5. Inspection Report: The Engineer shall prepare an inspection report covering the first anniversary inspection, setting forth the number and type of, defects observed, failures observed, the percentage of the surface area where failure has occurred, and the names of the persons making the inspection.
6. Schedule: Upon completion of inspection and receipt of Inspection Report as noted herein, City shall notify Contractor of results of inspection and establish a date for Contractor to proceed with remedial work. Any delay on part of Contractor to meet schedule may cause City to proceed to have defects remedied by others as outlined under General Provisions.
7. Remedial Work: The Contractor shall make repairs at all points where defects are observed by removing the defective work and repairing or replacing it to bring the item into total conformance to the original specification. Any location where coating or paint has peeled, bubbled, or cracked and any location where rusting is evident shall be considered to be a failure of the system. The Contractor shall make repairs at all points where failures are observed by removing the deteriorated coating or paint, cleaning the surface, and reapplying the same system per original specification. If the area of failure exceeds 25 percent of a specific coated or painted surface, the entire applied system may be required to be removed and reapplied based on the City's sole judgment in accordance with the original specification.
 - a. Specific coated surfaces are defined as follows:
 - 1) Underside of roof and structural members

- 2) Shell & columns
 - 3) Bottom
 - 4) Attachments, accessories and appurtenances
 - 5) Flexible sealants
- b. Specific painted surfaces are defined as follows:
- 1) Roof
 - 2) Shell
 - 3) Attachments, accessories and appurtenances
 - 4) Flexible sealants
8. Upon completion of warranty remedial repairs, Contractor shall wash down and disinfect reservoir as originally specified. Contractor shall provide new white NSF approved gaskets for the manholes as needed.
9. Costs: All noted costs for Contractor's inspection and all costs for repair shall be borne by the Contractor and in figuring his bid, the Contractor shall include an appropriate amount for testing and repair as no additional allowance will be paid by the City for said inspection and repair.

1.8 SAFETY AND HEALTH REQUIREMENT

- A. Contractor shall submit a notarized letter signed by a principal officer of the Corporation or Company certifying the Contractor fully complies with Federal and State Regulations pertaining to the work including, but not limited to, the following. Review of Contractor's safety plan by Engineer does not imply that City accepts responsibility for such plans or safety activities.

1.	Illness Injury Prevention Program	CSO/GISO	1508/3203
2.	Confined Space Plan	GISO	5156/5159
3.	Respiratory Protection	CSO/GISO	1531/5144
4.	Hazard Communication	GISO	5194
5.	Lead-Based Paint Compliance Plan	CSO	1532
6.	Rolling Scaffolds	CSO	1646
7.	Employee Safety Instruction	CSO	1510
8.	Emergency Medical Service	CSO	1512

B. General: Contractor assumes the responsibility to accomplish all work in a safe and prudent manner, and to conform to all applicable safety requirements, regulations and guidelines of federal, state and local regulatory agencies, as well as applicable manufacturer's printed instructions and appropriate technical bulletins and manuals. Without in any way limiting that responsibility or assuming responsibility for safety, the City is particularly concerned that the following are strictly observed:

1. Life Saving Equipment: Contractor shall provide and require use of personal protective life saving equipment for all its personnel working in or about the project site.
2. Access Facilities: All ladders, scaffolding and rigging shall be designed for their intended uses and meet OSHA regulations. Ladders and scaffolding shall be supplied and erected as requested by Engineer to facilitate inspection and be moved by the Contractor to locations requested by the Engineer.
3. Ventilation: Contractor shall ensure there is proper ventilation, air eduction and exhausting of work space to reduce the concentration of air contaminants to a level which poses no hazard to personnel at or near the job site. Air circulation and exhausting of solvent vapors shall be continued until coatings and paints have fully cured. If conventional blast cleaning is accomplished, total containment during blast cleaning and coating and paint application operations is mandatory. The exhaust blower or dehumidification equipment capacity shall be sufficient to maintain air changes within containment interior in accordance with OSHA, coating and paint manufacturer's recommendations and local Air Quality Management District regulations, subject to Engineer's review.
 - a. Exhaust blower shall exhaust into an Engineer-reviewed structure that precludes the exhausting of paint chips or particulate matter onto the site or into the atmosphere.
 - b. Where ventilation is used to control hazardous exposure, all equipment shall be explosion proof, of industrial design and shall be approved by the Engineer. Household-type venting equipment will not be acceptable. Ventilation shall reduce the concentration of air contaminant to the degree a hazard does not exist by educting air, vapors, etc. from the confined space.
 - c. Ventilation system shall be furnished and installed by the Contractor in accordance with these specifications. The Contractor shall make modifications to the ventilation system as required by Cal/OSHA to ensure a safe working environment and complete removal of all contaminated vapors.
4. Head and Face Protection and Respiratory Devices: Equipment shall include protective helmets that shall be worn by all persons while in the vicinity of the work. During abrasive blasting operations, nozzlemen shall wear U.S. Bureau of Mines approved positive pressure air-supplied helmets and all other persons who are exposed to blasting dust shall wear respiratory protection. If coatings are

hazardous, additional protection will be worn as determined necessary by the exposure assessment of the Certified Industrial Hygienist.

- a. When and where required, positive pressure air-fed hoods and/or masks shall be supplied by an air source currently certified to produce "Class D Breathing Air". Contractor shall at all times during the work maintain onsite current documentation to substantiate the quality of the breathing air.
 - b. Barrier creams shall be used on any exposed areas of skin.
5. Grounding: Welding leads, all hoses and related equipment shall be grounded to prevent accumulation of charges of static electricity.
6. Illumination: Sparkproof artificial lighting shall be provided for all work in confined spaces. Light bulbs shall be guarded to prevent breakage. Lighting fixtures and flexible cords shall comply with the requirements of NFPA 70 "National Electric Code" for the atmosphere in which they will be used. Whenever required by the Engineer, the Contractor shall provide additional illumination and necessary supports to cover all areas to be inspected. The level of illumination for inspection purposes shall be determined by the Engineer.
7. Toxicity and Explosiveness: The maximum allowable concentration of vapor shall be kept below the maximum safe concentration for eight-hour exposure, plus lower explosive limit (LEL) must be strictly maintained. All regulations related to safety of personnel and handling of such materials shall be strictly followed. Cost of handling and disposing of such materials will be borne by the Contractor.
 - a. Contractor's responsibility for meeting all regulations relating to toxic and hazardous materials includes, but is not limited to, obtaining all permits and EPA numbers, processing paperwork, blood testing of personnel at start and finish of project, sampling and testing of wastes, paying fees, handling and packaging of wastes at site, and delivering materials to the selected Class I dumpsite using licensed hazardous materials transporters. All regulations relating to working with heavy metals or confined spaces shall be strictly enforced. Documentation of all hazardous or toxic waste disposal will be required and a copy supplied to the City.
8. Protective Clothing: During cutting, burning, welding operations and when handling and mixing coatings and paints, workmen shall wear gloves, eye shields and other protective clothing. If working with lead, zinc or other heavy metals, regulations regarding handling of exposed clothing shall be strictly enforced.
9. Fire: Contractor shall provide appropriate fire abatement devices on site and be readily available at the job site during all operations. Prohibit any flames, welding and smoking during mixing and application of materials.
10. Sound Levels: Whenever the occupational noise exposure exceeds the maximum allowable sound levels, the Contractor shall provide and require the use of OSHA approved ear protective devices.
 - a. Sound barriers approved by the City shall be provided at all times to

minimize disturbance to persons living or working nearby, and to the general public. Measures to be used in effecting noise suppression shall include (but not limited to) equipping all internal combustion engines with critical residential silencers (mufflers), shielding noise-producing equipment from nearest areas of human occupancy by location in such positions as to direct the greatest noise emissions away from such areas, and conducting operations in the most effective manner to minimize noise generation consistent with the prosecution of the Contract in a timely and economic manner. Whenever levels are above local ordinances or result in noise complaints from residents, they shall be adjusted as directed by the Engineer.

11. Gas and Air Monitoring: Contractor shall furnish monitoring equipment to determine the presence of oxygen deficiency or dangerous air contamination. Continual monitoring will be required. Concentration levels will be as prescribed by OSHA.

C. Contractor shall provide Health Department approved sanitary facilities for all Contractor personnel, as no existing facilities will be available to the Contractor. Facilities shall be maintained during the project to complete standards established by City and shall be removed prior to Contractor's departure from the site at completion of the project.

1.9 DEHUMIDIFICATION

A. Scope: If dehumidification is required by the City's Optional Bid Item, the interior of the structure shall be dehumidified continuously, 24 hours per day, 7 days per week, during the cleaning and coating operations including shifts during which no work is being accomplished and also during the final curing period, unless fewer hours or days are approved in writing by the Engineer.

1. The purpose of dehumidifying the interior of the reservoir during the cleaning and coating operations and during the final cure period is to nullify the adverse effects of cold and/or wet atmospheric conditions. Additionally, the dehumidification equipment will provide the necessary ventilation for the removal of solvent vapors during the coating and final cure phases.

2. Dust collectors and/or separators using approved filters are required. The contractor shall, at all times, maintain the concentration of solvent vapors in all parts of the structure 10% below the lower explosive limit (LEL).

B. Dehumidification equipment systems must be reviewed by the Engineer.

1. The exhaust blower for removal of dust, etc. from the interior containment shall exhaust into an Engineer-reviewed structure that precludes the exhausting of lead or zinc-laden paint chips or particulate matter onto the site or into the atmosphere.

C. Final Cure: Final cure of coating is specified in Section 09800 Subsection 3.10 FINAL CURING OF EPOXY COATINGS.

D. General:

1. The structure shall be continuously dehumidified 24 hours per day, during blasting, coating, between coats of coating, and during the final cure period, unless fewer hours or days are approved in writing by the Engineer.
2. The Contractor shall maintain the dehumidification system at all times, including final cure period, and shall remove the ventilation and dehumidification system upon completion of the final cure period.
3. The Contractor shall make modifications to the dehumidification system as directed by the Engineer to ensure a safe working environment, complete removal of all solvent vapors, and maintenance of the proper relative humidity at the concrete and steel surfaces.
4. Ducting shall be airtight and reinforced with spirally-wound wire to prevent collapse. The Contractor shall furnish and install an appropriate airtight connecting device between the duct and designated opening. All bends in ductwork shall have a minimum radius of 2 x ID of the ducting (i.e. 18" ID = 36" minimum radius).
5. The Contractor shall design and submit for review a dehumidification and ventilation plan. If lead coating or paint is being removed, the ventilation plan shall provide for a minimum cross-draft velocity of 100 feet per minute in the vicinity of the work area. The cross-draft velocities may be obtained with use of a portable blower or fans. If lead coating or paint is being removed, air filtration is required with HEPA PM-10 filters.
6. The Contractor shall furnish, install and maintain three (3) 3,000 cubic foot per minute circulation fans inside the structure, or as modified by the Engineer.
7. The circulation fans may be moved as necessary, but shall be placed in dead air space areas and directed toward the designated opening at all times.
8. The Contractor shall seal all structure openings, to prevent the entry of moist air detrimental to the blasting, coating, or curing process. An approved air lock entry shall be provided for ingress to and egress from the structure.
9. The area adjacent to the surface that is to be blasted and coated shall not be exposed to a relative humidity over thirty-five percent (35%) at any time during blasting, cleaning, and coating operations.

E. Equipment:

1. The dehumidification equipment shall be a solid desiccant (not liquid, granular or loose lithium chloride) design having a single rotary desiccant bed capable of continuous operation, fully automatic, with drip-proof automatic electrical controller.
2. Dehumidification equipment operated on the structure must be capable of making two complete air changes every sixty minutes unless the 100 feet per minute cross-draft velocity requirement requires a larger volume.
3. The processed air from the dehumidification unit must maintain a relative humidity

of eleven percent (11%) or less.

4. During the coating and cure phase, dehumidification units must have auxiliary heaters capable of maintaining an air temperature inside the reservoir of a minimum of 70 degrees F.
5. Air heaters are not acceptable as substitutes for dehumidification units.
6. Air chillers, heaters, or air conditioners may be used downstream of the dehumidifiers if they are approved for use by the manufacturer of the dehumidification equipment.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 COORDINATION AND MEETINGS

A. PRE-BID CONFERENCE

1. A mandatory Pre-Bid Conference for the project will be conducted by the Engineer at City offices and site as noted in the Notice of Inviting Bids. The object of the Pre-Bid Conference is to acquaint bidders with existing facility and sites. The conditions and requirements of the plans and specifications shall govern over any information presented at the Pre-Bid Conference, unless amended in writing by the Engineer. All bidders must attend the Pre-Bid Conference to have their bid accepted by the City.

B. PRE-CONSTRUCTION CONFERENCE

1. A Pre-Construction Conference shall be scheduled prior to start of project. The City, Contractor and Engineer shall be present. The sequence of work will be discussed and will be mutually agreed upon to ensure that the work is accomplished and completed as stated in the Contract, and to allow for inspection and operations flexibility by City. A schedule of work to be accomplished and a list of labor, material and equipment rates for additional work will be established and maintained throughout the project. Contractor shall furnish resumes of all personnel assigned to project, and a complete set of approved submittal data for use by inspection personnel. Contractor shall have a designated representative for all projects.
2. The Contractor shall submit manufacturer's literature and Safety Data Sheets (SDS) on all materials to be used in coating and painting operations including, but not limited to, coatings, paints, thinners, solvents and cleaning fluids. No materials will be allowed which have been stored over 60 days, or manufacturer's recommended shelf life, whichever is less. Contractor shall maintain copies of SDS at job site at all times. Copies of all invoices showing purchased dates and delivery for all material mentioned above will be required.

END OF SECTION

SECTION 09800 - RESERVOIR COATING AND PAINTING SPECIFICATION

PART 1 - GENERAL

1.1 PURPOSE

The purpose of this specification is to establish methods and procedures for coating, painting, dehumidification and handling of hazardous and nonhazardous materials/wastes.

1.2 CONTRACTOR

The Contractor shall be a licensed Painting and Decorating Contractor in the State of California (C-33 Classification). He shall have a minimum of five (5) years practical experience and successful history in the application of specified products to surfaces of steel water storage reservoir. Upon request, he shall substantiate this requirement by furnishing a written list of references.

1.3 DEFINITIONS

- A. "Coating" refers to protective materials used or applied on interior surfaces.
- B. "Paint" refers to protective materials used or applied on exterior surfaces.
- C. "Coat" refers to paint applied in a single or multiple pass application to form an evenly distributed film when dry. Designations for "coats" are primer or first coat, intermediate or second coat, and finish coat, and any coats applied beyond the designated coats.

1.4 QUALITY ASSURANCE

- A. Surface Preparation: Surface preparation will be based upon comparison with: "Pictorial Surface Preparation Standards for Painting Steel Surfaces", SSPC-Vis 1, ASTM Designation D2200 and as described below. Anchor profile for prepared surfaces shall be measured by using a non-destructive instrument such as a K-T Surface Profile Comparator, digital surface profile gauge or Testex Press-O-Film System. Temperature and dewpoint requirements noted in 1.4 B. herein shall apply to all surface preparation operations, except low and high temperature limits and operation of dehumidification equipment shall be determined at the Pre-Construction Conference.
- B. Application: No coating shall be applied under the following conditions:
 - 1. When the surrounding air temperature or the temperature of the surface to be coated or painted is below 55 degrees F for epoxy coatings, below 45 degrees F for epoxy low temperature cure coatings, or below 40 degrees F for urethane paint, or above 125 degrees F for all materials; or in accordance with the data sheets.
 - 2. To wet or damp surfaces or in rain, fog or mist;
 - 3. When the surface temperature is less than 5 degrees F above the dewpoint.

4. When it is expected the air temperature will drop below 55 degrees F for epoxy coating, below 45 degrees F for epoxy low temperature cure coatings, or 40 degrees F for urethane paints, or surface temperature is expected to be less than 5 degrees F above the dewpoint within two hours after application of coatings or paints.
 - a. Dewpoint shall be measured by use of an instrument such as a sling psychrometer in conjunction with U.S. Department of Commerce Weather Bureau Psychrometric Tables or equivalent. Dehumidification equipment must run continuously during all phases of contract, except disinfection phase.
 - b. If above conditions are prevalent, coating and paint application shall be delayed or postponed until conditions are favorable. The day's application shall be completed in time to permit the film sufficient drying time prior to damage by atmospheric conditions.
- C. Overspray and Dust Control: The Contractor shall conduct all operations so as to confine abrasive blasting debris and coating and paint overspray to within the bounds of the site. The Contractor shall take all precautions necessary to prevent adverse off-site consequences of blast cleaning or application operations. Any complaints received by the City relating to any such potential off-site problems will be immediately delivered to the Contractor-assigned job site representative. The Contractor shall immediately halt blast cleaning or application work and shall take whatever corrective action is required to mitigate any such problems. All costs associated with protection of off-site properties and/or correction of damage to property as a result of blast cleaning or application operations shall be borne directly by the Contractor at no additional expense to the City.
 1. City approval of Contractor's blast cleaning and overspray prevention procedures and Engineer's presence on project does not free Contractor from responsibility for compliance. Daily approval of procedures will be required prior to start of blast cleaning or spray operations.
- D. Inspection and Checking: The City will provide and utilize the services of an independent professional coating inspection agent who will be City's Coating Inspector. Contractor will furnish inspection devices and test equipment in good working condition and equipment shall be operated by, or in the presence of the inspector. Procedures or practices not specifically defined herein may be utilized provided they meet recognized and accepted professional standards and are acceptable to City's Coating Inspector. The City's Engineer's decisions shall be final as to interpretation and/or conflict between any of the reference specifications and standards contained herein.
 1. The City's Coating Inspector will perform continuous inspection on all phases of the surface preparation, abrasive blast cleaning, and application of the coating systems. All surfaces will be inspected by City's Coating Inspector prior to each application of coating materials. Coating materials applied without the prior inspection of City's Coating Inspector shall be removed and reapplied at the expense of the Contractor.
 2. City's Coating Inspector will perform such tests as are required to ensure compliance with all phases of the surface preparation, abrasive blast cleaning, and

application of the coating systems. Test equipment shall include but not be limited to the following: SSPC surface preparation standards; surface profile comparator; test tape; micrometer; abrasive sieve test; ultraviolet lamp; mirror; certified thickness calibration plates and magnetic type dry film thickness gauge. Accuracy of inspection equipment will be verified by City's Coating Inspector in the presence of the Contractor to verify its accuracy prior to use.

3. Notify City's Coating Inspector 14 days in advance of shop and field-apply operations involving abrasive blast cleaning and coating applications.
 4. City's Coating Inspector will determine the degree of cleanliness and surface profile of the shop and field blast cleaned surfaces. Additional blast cleaning of non-conforming areas shall be accomplished until all areas conform to the cleanliness and profile specified.
 5. City's Coating Inspector will totally inspect each coat of primer, intermediate, and finish coating to determine the thickness and integrity. Each coat applied will be checked and deficiencies marked. After observing specified recoat time, apply additional coating materials over areas not having the specified minimum dry film thickness and areas having any holidays or pinholes. After correction of deficiencies, City's Coating Inspector will re-inspect those areas to determine the acceptability of the additional coating. Each coat applied must be 100% to the satisfaction of City's Coating Inspector prior to subsequent coats being applied.
- E. Inspection Facilities: The Contractor shall provide City's Coating Inspector with facilities for inspection including, but not limited to, the following:
1. Furnish as determined necessary by City's Coating Inspector all safety equipment and devices during abrasive blast cleaning and coating operations. Provide helmet with continuous fresh air supply for observation during cleaning operations.
 2. Furnish illumination and the manpower to move the lights, whenever required by the City's Coating Inspector. Provide additional lights and supports sufficient to illuminate all areas to be inspected. City's Coating Inspector will determine the level of illumination required for inspection purposes.
 3. Temporary ladders and scaffolding shall be erected and moved to the locations requested by City's Coating Inspector.
- F. Thickness Testing: Thickness of coatings and paints shall be tested with a non-destructive film thickness gauge. An instrument such as a Tooke Gage should be used if a destructive tester is deemed necessary. Testing shall be accomplished in conformance to SSPC-PA 2, "Measurement of Dry Paint Thickness with Magnetic Gages" except as modified hereinafter.
1. Flat coated or painted surfaces shall be tested in conformance to SSPC-PA2.
 2. Structural members, piping and other irregular surfaces shall be tested with frequency and locations as directed by the Engineer.
- G. Holiday Testing: Coating integrity of ALL interior coated surfaces shall be tested with an

approved inspection device. All pinholes shall be marked, repaired in accordance with the manufacturer's printed recommendations and retested. No pinholes or other irregularities will be permitted in the final coating.

- H. Inspection Devices: Contractor will furnish, until final acceptance of coatings and paint, inspection devices in good working condition for detection of holidays and measurement of dry film thickness. They shall also furnish U.S. Department of Commerce, National Bureau of Standards certified thickness calibration plates to test accuracy of thickness gauges. Dry film thickness gauge holiday detectors shall be available at all times until final acceptance of application. Inspection devices shall be operated by, or in the presence of the Engineer with location and frequency basis determined by the Engineer.
- I. Acceptable Inspection Devices: Acceptable devices for ferrous metal surfaces include, but are not limited to, Tinker and Rasor Models AP and AP-W holiday detectors equipped with a wire brush electrode supplied by the manufacturer, and "Inspector", or "Positest", or "Positector" or "Quanix" units for dry film thickness gauging. Inspection devices shall be operated in accordance with these specifications and the manufacturer's instructions.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Materials specified are those which have been evaluated for the specific service. Products of International, Devoe Coatings, and Tnemec Company, Inc. are listed to establish a standard of quality for the project. Standard products of manufacturers other than those specified, will be accepted when it is proved to the satisfaction of the Engineer they are equal in composition, durability, usefulness and convenience for the purpose intended. Substitutions will be considered provided the following minimum conditions are met:
 - 1. The proposed coating or paint system shall have a dry film thickness equal to or greater than that of the specified system.
 - 2. The proposed coating or paint system shall employ an equal or greater number of separate coats.
 - 3. The proposed coating or paint system shall employ coatings or paints of the same generic type.
 - 4. All requests for substitution shall carry full descriptive literature and directions for application, along with complete information on generic type, non-volatile content by volume and a list of 10 similar projects, all at least three years old, where the products have been applied to similar exposure.
 - 5. The City requires that the Contractor provide certified laboratory data sheets showing the results of complete spectrographic and durability tests accomplished on the proposed substitute. Tests shall be accomplished by an independent testing laboratory satisfactory to the Engineer and all costs incurred in the testing program shall be borne by the Contractor. In any case, the Engineer shall be sole and final judge of the acceptability of any proposed substitution. Requests for substitution must be approved in writing prior to date of bid.

- B. The Contractor shall submit prior to start of project manufacturer's literature and Safety Data Sheets (SDS) on all materials to be used in coating and painting operations, including, but not limited to coatings, paints, thinners, solvents and cleaning fluids. No materials will be allowed which have been stored over 60 days, or manufacturer's recommended shelf life, whichever is less. Contractor shall maintain copies of SDS at job site at all times.
1. An electronic submittal will be accepted in only the following format.
 - a. The file shall be in pdf format.
 - b. Each project submittal shall be a separate document file.
 - c. Each document file shall be labeled in the following sequence:
 - 1) Owner Name/Project Name
 - 2) Submittal No.
 - 3) Description
- C. All materials shall be brought to the job site in the original sealed containers. They shall not be opened or used until City's representative has physically inspected contents and obtained necessary data from information printed on containers or label. Materials exceeding storage life recommended by the manufacturer shall be rejected. Copy of invoice showing purchase and delivery dates will be required.
- D. Flammability, toxicity, allergenic properties, and any other characteristic requiring field precautions shall be identified and specific safety practices shall be stipulated.
- E. All coating and paint materials shall be stored in enclosed structures to protect them from weather and excessive heat or cold. Flammable materials must be stored to conform with City, County, State and Federal safety codes for flammable materials. At all times coatings and paints shall be protected from freezing.
- F. Contractor shall use products of same manufacturer for all coats.

2.2 SPECIFIC INTERIOR COATING MATERIALS

- A. Coating materials for interior surfaces of reservoirs must appear on the Standard 61 of the National Sanitation Foundation (NSF), or Standard 61 of Underwriters Laboratories. Products containing perchloroethylene (PCE), trichloroethylene (TCE), lead, chromium or zinc will not be permitted. In addition, products containing Methyl Ethyl Ketone (MEK) or Methyl Isobutyl Ketone (MIBK) will not be allowed in amounts that will cause volatile organic analysis to be above maximum contaminant levels or action levels.
1. The Contractor shall provide, prior to coating any surfaces of the reservoir, written certifications from the coating manufacturers stating that the coating materials, thinners, solvents, and equipment cleaning fluids provided by the manufacturers do not contain PCE or TCE. The Contractor shall also certify, in writing, that no material containing PCE, TCE, lead, chromium, or zinc in any form will be used for the interior coatings or exterior paint of the reservoir. This shall include all solvents, thinners, and cleaning fluids at the job site, regardless of where the materials were obtained.
 2. The Engineer may require all solvents, thinners and cleaning fluids be tested for

TCE and PCE prior to being used at the job site. The Contractor shall provide the Engineer with samples of each material at no cost to the City. Unacceptable materials shall be removed from the job site.

- B. All coating materials shall comply with air pollution regulations, specifically the local air quality management district or air pollution control district rules, and rules for the City.
- C. All coating materials shall also conform to regulations and applicable requirements of local, State and Federal health regulatory agencies.
- D. Epoxy coatings shall be similar or equal to products such as ICI Devoe Bar-Rust 233H Low VOC Multi-Purpose Epoxy Coating or Tnemec Pota Pox Series L140F Low VOC. First or prime coat shall not be gray, but finish coat shall be white.
- E. 100% Solid Epoxy coatings shall be International Interline 975P 100% Solids Epoxy Coating or Tnemec Epoxoline Series 22 100% Solids Epoxy Coating. Tnemec Epoxoline Series FC22 100% Solids Epoxy Coating may be used for cold conditions or accelerated cure, as approved by the Engineer. Finish coat shall be white.
- F. Joint sealant below the water level shall be a flexible polyurethane elastomeric sealant similar or equal to Sikaflex 2C-NS as manufactured by Sika Corporation.
- G. Joint sealant on the roof and structural members above the water shall be a flexible polyurethane such as Sikaflex 1A or polysulfide product.

2.3 WASH DOWN MATERIALS

- A. Cleaner for pre-disinfection cleaning of interior surfaces shall be Gre-Sa-Way or approved equal.
- B. Disinfection materials shall conform to all requirements of AWWA Standard C652, latest revision.
- C. Product to prevent flash rusting during wet abrasive blast cleaning shall be Hold Tight 102 or approved equal.

2.4 SPECIFIC EXTERIOR PAINT MATERIALS

- A. Paint materials for exterior surfaces of reservoir will consist of an epoxy primer, epoxy intermediate coat and urethane finish coat. Products containing lead, zinc or chromium compounds will not be permitted.
- B. All paint materials shall comply with air pollution regulations, specifically the local air quality management district or air pollution control district rules, and rules for the City.
- C. All paint materials shall also conform to regulations and applicable requirements of local, State and Federal health regulatory agencies.
- D. Prime coat shall be similar or equal to products such as ICI Devoe Bar-Rust 231H Low VOC's Multi-Purpose epoxy coating or Tnemec L69 Epoxoline II Low VOC's epoxy coating.

- E. Intermediate coat shall be similar or equal to products such as ICI Devoe Bar-Rust 231H Low VOC's Multi-Purpose epoxy coating or Tnemec L69 Epoxoline II Low VOC's epoxy coating.
- F. Finish coat shall be similar or equal to products such as Devoe Bar-Ox Devthane 379H urethane coating or Tnemec Series 1095 Low VOC's urethane coating.
- G. Joint sealant shall be a flexible polyurethane elastomeric sealant similar or equal to Sikaflex 2C-NS as manufactured by Sika Corporation.

PART 3 - EXECUTION

3.1 GENERAL

- A. All surface preparation, coating and paint application shall conform to applicable standards of the City and the manufacturer's printed instructions, as approved by the Engineer. Material applied prior to approval of the surface, by the Engineer, shall be removed and reapplied to the satisfaction of the Engineer at the expense of the Contractor.
- B. All work shall be accomplished by skilled craftsmen qualified to accomplish the required work in a manner comparable with the best standards of practice. Resumes of personnel proposed to be used on the project shall be submitted for approval upon Notice of Award. Continuity of personnel shall be maintained and transfers of key personnel shall be coordinated with the Engineer.
- C. The Contractor shall provide a supervisor to be at the work site during cleaning and application operations. The supervisor shall have the authority to sign any change orders, coordinate work and make other decisions pertaining to the fulfillment of their contract.
- D. Contractor shall provide approved sanitary facilities for all Contractor personnel, as no existing facilities will be available to the Contractor. Facilities shall be maintained during the project to complete standards established by City and shall be removed prior to Contractor's departure from the site at completion of the project.
- E. Dust, dirt, oil, grease or any foreign matter which will affect the adhesion or durability of the finish must be removed by washing with clean rags dipped in an approved commercial cleaning solution, rinsed with clean water and wiped dry with clean rags.
- F. No rubber tire vehicles or equipment shall be permitted on the interior floor after the floor has been blasted.
- G. The Contractor's equipment shall be designed for application of materials specified and shall be maintained in first class working condition. Compressors shall have suitable traps and filters to remove water and oils from the air. Blotter test shall be accomplished at each start-up period and as deemed necessary by the Engineer. Contractor's equipment shall be subject to approval of the Engineer. This approval does not relieve the Contractor's responsibility for the safe operation of the equipment or its performance.
 - 1. Cleanliness of compressed air supply shall be verified daily, and as deemed necessary by Engineer, by directing a stream of air, without abrasive, from the

blast nozzle onto a white blotter or cloth for twenty seconds. If oil or water appears on the blotter or cloth, all traps and separators shall be blown down until two subsequent twenty-second tests show no further oil or water.

- H. Application of the first coat shall follow immediately after surface preparation and cleaning within an eight-hour period. If unforeseen weather conditions occur, as defined in 1.4 B. QUALITY ASSURANCE, surfaces shall be re-cleaned per the original specifications prior to application of the first coat. Brush-off blast cleaning SSPC-SP7 (sweep blast) will not be accepted in lieu of SSPC-SP10 (Near-White Metal) blast.
 - 1. If dehumidification equipment is required, cleaned areas shall have first coat applied at last shift of the week, as approved by the Engineer, provided dehumidification equipment has run continuously during the complete week, and surfaces meet all requirements of the specification. Monitoring devices approved by the Engineer shall be used to ensure continuous operation.
- I. Because of presence of moisture and possible contaminants in atmosphere, care shall be taken to ensure previously coated or painted surfaces are protected or recleaned prior to application of subsequent coat(s). Methods of protection and recleaning shall be approved by the Engineer.
 - 1. Project is subject to intermittent shutdown if, in the opinion of the Engineer, cleaning and application operations are creating a localized condition detrimental to ongoing facility activities, personnel or adjacent property.
 - 2. In the event of emergency shutdown by the Engineer, Contractor shall immediately correct deficiencies. All additional costs created by shutdown shall be borne by Contractor.
- J. The Contractor shall provide, at his own expense, all necessary power required for his operations under the contract.
- K. Contractor shall seal any reservoir vents, pumps, motors, and other open areas to prevent intrusion of coating or paint or other contaminants. The sealing system shall be designed to allow continuous operation of facilities or equipment, with no detrimental effects. If necessary, sealing system shall be removed daily at termination of work, or as directed by the Engineer.

3.2 SURFACE PREPARATION, GENERAL

- A. The latest revision of the following surface preparation specifications of the Society for Protective Coatings shall form a part of this specification. (Note: An element of surface area is defined as any given square inch of surface.)
 - 1. Solvent Cleaning (SSPC-SP1): Removal of oil, grease, soil and other contaminants by use of solvents, emulsions, cleaning compounds, steam cleaning or similar materials and methods, which involve a solvent or cleaning action.
 - 2. Hand Tool Cleaning (SSPC-SP2): Removal of loose rust, loose mill scale and other detrimental foreign matter present to degree specified by hand chipping, scraping, sanding and wire brushing.

3. Power Tool Cleaning (SSPC-SP3): Removal of loose rust, loose mill scale and other detrimental foreign matter present to degree specified by power wire brushing, power impact tools or power sanders.
 4. Commercial Blast Cleaning (SSPC-SP6): Blast cleaning until at least two-thirds of each element of surface area is free of all visible residue.
 5. Brush-off Blast Cleaning (SSPC-SP7): Blast cleaning to remove loose rust, loose mill scale, and other detrimental foreign matter present to the degree specified.
 6. Near-White Blast Cleaning (SSPC-SP10): Blast cleaning to near-white metal cleanliness, until at least ninety-five percent of each element of surface area is free of all visible residues.
 7. Power Tool Cleaning to Bare Metal (SSPC-SP11): Power tool cleaning to produce a bare metal surface and to retain or produce a surface profile of at least 1.0 mil.
 8. High and Ultra High Pressure Water Jetting (SSPC-SPWJ1 through 4): Water jet cleaning of metals to remove rust, mill scale, coating, paint and other detrimental foreign matter to present to varying degrees of cleanliness from light cleaning to clean to bare substrate.
- B. Any burrs, weld spatter, sharp edges, corners, or rough welds which would cause difficulty in achieving a defect-free paint system shall be chipped or ground smooth in conformance to NACE Standard SP0178-latest edition. It is not the intent to have the welds or “scars” ground “flush”. The object of the grinding is to eliminate sharp edges, corners, and overlaps to provide a surface for the application of a uniform thickness of coating or paint without voids or other defects.
- C. Abrasive blasting nozzles shall be equipped with “deadman” emergency shut-off nozzles. Blast nozzle pressure shall be a minimum of 95 P.S.I. and shall be verified by using an approved nozzle pressure gage at each start-up period or as directed by the Engineer. Number of nozzles used during all blast cleaning operations must be sufficient to ensure timely completion of project, subject to designation and approval by Engineer.
1. Contractor shall perform all modifications, interior surface preparation and coating application utilizing a minimum of two (2) blast nozzles per shift.
- D. All blast hose connections shall be tethered and secured to prevent separation during blast cleaning operations and shall be taped with duct tape prior to pressurizing. All taped connections shall be visually inspected for leaks within five minutes after start of blast cleaning operations and at the end of blast cleaning operations. Leaking connections shall be immediately repaired to prevent further damage.
- E. Field blast cleaning for all surfaces shall be by dry method unless otherwise directed. Contractor is responsible for maintaining dust emissions within the legal level and that level which would not create a nuisance.
- F. Particle size of abrasives used in blast cleaning shall be that which will produce a 2.0 mil surface profile and a 3.0 mil profile for all surfaces ultimately receiving 100% solids

coating, in accordance with recommendations of the manufacturer of the specified coating or paint system to be applied, subject to approval of Engineer.

- G. Abrasive used in blast cleaning operations shall be new, washed, graded and free of contaminants which would interfere with adhesion of coatings and paints and shall not be reused unless specifically approved by the Engineer. Abrasives shall be certified for unconfined dry blasting pursuant to the California Administrative Code, Section 92520 of Subchapter 6, Title 17 or subsequent revision, and shall appear on the current listing of approved abrasives. Invoices or load sheets confirming above shall be required.
- H. Recycled ferrous metallic abrasives must meet or exceed the cleanliness standards set forth in SSPC-AB2. The operating mix of abrasive media shall be such that a sharp angular not peened profile is produced. Any recycled abrasive shall be such that a sharp angular not peened profile is produced. Any recycled abrasive shall be designed for the use (i.e. steel grit) and be free of grease, oil, or other debris or contaminants that could be detrimental to the service life of the applied coatings. If steel shot media is used it shall be limited to no more than 1/3 of the operating mix. Recycled abrasive shall be tested for contamination through the use of a vial test in accordance with the procedures outlined in SSPC's Publication 91-12 and ISO 8502-3.
- I. During blast cleaning operations, caution shall be exercised to ensure existing coatings and paints are not exposed to abrasion from blast cleaning.
- J. Blast cleaning from rolling scaffolds shall only be accomplished within confines of interior perimeter of scaffold. Reaching beyond limits of perimeter will be allowed only if blast nozzle is maintained in a position which will produce a profile acceptable to the Engineer.
- K. Accessible interior surfaces of the outlet nozzle and that portion of the inlet nozzle permanently attached to the reservoir shall be cleaned of all old coating and rust by blast cleaning or other approved methods. Precautions shall be taken so as to prevent any damage to the existing gate or butterfly valves at the inlet and outlet nozzles. All exposed surfaces of the valves shall be masked prior to blast cleaning the nozzles. The removable portions of the inlet nozzle shall be removed and blast cleaned as specified herein.
- L. During blast cleaning operations, inlet, outlet, overflow, and drain openings in bottom shall be covered with plywood bulkheads, or other approved barriers, to prevent entry of spent abrasive, removed coating or other foreign materials.
- M. The Contractor shall keep the area of his work in a clean condition and shall not permit blasting materials to accumulate as to constitute a nuisance or hazard to the prosecution of the work or the operation of the existing facilities. Spent abrasives and other debris shall be removed at the Contractor's expense as directed by the Engineer. As existing exterior paints have been determined by laboratory analysis to be toxic or hazardous, coating/paint and coating/paint abrasive residue mixture shall be tested to ensure conformance with hazardous material tolerances have been met. It shall be the responsibility of the Contractor to provide adequate containers on the job site to retain spent media and removed coating and paint until tests have been completed or approval for disposal from a landfill has been obtained. Disposal of hazardous or toxic waste at other than government regulated landfills will not be permitted unless approved personally by the Engineer in Contractor's plan of action for project. Documentation of all hazardous or toxic waste disposal will be required and a copy supplied to City.

- N. Blast cleaned and coated and painted surfaces shall be cleaned prior to application of specified coatings or paints via a combination of blowing with clean dry air, brushing/brooming and/or vacuuming as directed by the Engineer. Air hose for blowing shall be at least 1/2" in diameter and shall be equipped with a shut-off device.
- O. High and Ultra High Pressure Water Jetting (SSPC-SPWJ1 through 4) shall not be used on interior surfaces and shall only be used on exterior surfaces when and as directed by Engineer. Pressures shall be those determined by Engineer to effectively accomplish removal of loose, peeling/flaking coatings or paint or other detrimental surface contaminants.

3.3 HAZARDOUS MATERIALS, GENERAL

- A. Exterior surfaces have been determined to contain high levels of lead. Contractor shall comply with Title 8, California Code of Regulations (CCR) Section 1532.1. The Contractor shall submit a written compliance program. The compliance program shall address data specified in subsections (e)(2)(B) and (e)(2)(C) of Section 1532.1. Copies of all air monitoring or job site inspection reports shall be furnished within 10 days of monitoring or inspection.
- B. Contractor shall comply with requirements of 40 CFR 261, (CCR) Title 22 Division 4.5, and HSC Division 20 Ch. 6.5 for handling and disposing of hazardous wastes resulting from surface contamination and removed coating and paint particles.
- C. All work must be accomplished in compliance to the following.
 - 1. On first day of any lead paint removal, work environment must be tested by or under the supervision of a Certified Industrial Hygienist (CIH) to determine levels of protection required to protect workers and the environment from lead and other heavy metal contamination. All costs related to testing by the CIH shall be borne by the Contractor. Field testing may be accomplished by either an Industrial Hygienist or a CIH.
 - 2. Testing will include air sampling and testing of filters removed from the workers' respirators or personal air monitors to determine the level of lead exposure. Upon completion of testing, the CIH shall file a written report on the results of the testing. Level of exposure will then determine the type respiratory protection, clothing, housekeeping, hygiene facilities, medical surveillance, medical removal protection, employee information and training, signs, record keeping, and observation of monitoring required for the project.
 - 3. No exterior painting work shall re-commence until the report from the CIH is filed and worker and environmental protection required is in place. Costs for the time delay shall be included in the Contractor's original bid.
 - 4. Based on the initial analysis, samples of exterior spent abrasives should be sent to a certified laboratory for testing at the Contractor's expense. TTLC and TCLP analysis should be completed for CCR Title 22, heavy metals. Results of the analytical testing should be provided to the Owner prior to disposal.

- D. Contractor is responsible for maintaining dust emissions within the legal level and that level which would not create a nuisance. Dust emissions, abrasive deflection and removed paint particles shall be contained where abrasive blasting is being accomplished, unless vacuum blasting or other means of cleaning are approved by Engineer. No water, abrasive deflection or paint particles shall be allowed to land on the ground around the reservoir.
- E. All zinc and lead paint removal work shall be governed by, but not necessarily limited to, Code of Federal Regulations (29 CFR 1910 and 1926, applicable sections)
 - 1. Health and Safety Code, Division 20, Chapters 6.5 (California Hazardous Waste Control Act)
 - 2. Title 22 California Administrative Code, Division 4.5 (Minimum Standard for Management of Hazardous and Extremely Hazardous Materials)
 - 3. Title 8, California Administrative Code
 - 4. Code of Federal Regulations (29 CFR 1926, applicable sections)
- F. Transportation and Disposal of Debris: The Contractor shall arrange to have the debris transported from the site in accordance with the requirements of Title 40 CFR 263, and disposed of properly in accordance with Title 40 CFR 264 and 40 CFR 268 Protection of Environment. Signed manifests shall be returned to the Engineer to verify that all steps of the handling and disposal process have been completed properly. The Owner is considered the generator on this project; the Contractor will be named co-generator.
 - 1. Written confirmation that the debris will be treated and disposed of in accordance with requirements of Title 40 CFR Part 264 and Title 40 CFR Part 268, CCR Title 22 Division 4.5, and HSC Division 20 Ch. 6.5 shall be received by the Engineer prior to start of the work. The waste will be disposed of as approved by Engineer and City. The programs shall provide assurance that the debris is handled properly from cradle to grave, and include the necessary notifications and certifications on shipments, provide the name of the disposal facility, and include a schedule for the submittal of the completed manifests to the Engineer.
- G. The City shall remove four representative samples of soil from job site prior to start of work. Samples shall be tested for determination of lead, zinc and chromium compounds to ensure soil does not contain excessive levels of noted heavy metals. If soils contain excessive levels of noted or other heavy metals, site remediation shall be the responsibility of the City. Copies of laboratory analyses reports shall be forwarded to Contractor immediately upon receipt from laboratory, prior to start of any work. Any required remediation schedule will be determined by the City.

3.4 SURFACE PREPARATION, INSPECTION BLAST

- A. Severely corroded surfaces designated by the Engineer shall be blast cleaned to SSPC-SP10 (Blast Cleaning to Near-White Metal) to determine the condition of the substrate to determine if repair is required.
 - 1. The hourly crew rate will be based on a minimum 4-man crew with the following

minimum equipment:

- a. A minimum No. 7 or No. 8 nozzle with a 2" diameter hose
- b. A minimum 425 compressor
- c. A minimum 7 bag blast pot
- d. Particle size of abrasive shall be a minimum 30 grit

3.5 SURFACE PREPARATION, INTERIOR

- A. All coal tar enamel present on the interior surface shall be removed by pneumatic-mechanical chipping method.
- B. All interior surfaces shall be blast cleaned, in conformance to Society for Protective Coatings Specification SSPC-SP10 (Blast Cleaning to Near-White Metal). Field blast cleaning for all interior surfaces shall be by dry method.
 1. The complete interior and exterior of all roof penetrations including, but not limited to, center vent structure, roof vents, roof hatches, cathodic protection handholes, auxiliary ports, etc., shall be blast cleaned to SSPC-SP10 including one (1) foot past the roof penetration onto the exterior roof when interior roof surfaces are blasted. The perimeter of the blast cleaned surfaces shall be cut to straight lines and the edge of the existing paint system sufficiently feathered to create a smooth transition between the two paint systems.
 2. Particle size of abrasives used in blast cleaning surfaces to ultimately receive 100% epoxy shall be that which will produce a minimum of a 3.0 mil surface profile.
 3. Contractor shall be responsible for removal and replacement of center vent cover as needed to coat and paint all surfaces. The scope of work in the structural portion of the technical specifications requires new screening to be installed. Therefore, removal of the vent cover shall be coordinated between the coating contractor and the structural contractor.
- C. The topside of the existing rafters and the roof plates above the rafters shall be abrasive blast cleaned in conformance to Society for Protective Coatings Specification SSPC-SP10 (Blast Cleaning to Near-White Metal).
 1. Abrasive blast cleaning of the topside of the rafters and roof plates may require, but not be limited to, directing the blast nozzle at the roof to ricochet the abrasive off the roof, by wedging the roof, and/or utilizing angle or banana nozzles or other approved method that accomplishes the specified cleanliness.
 2. Abrasive blasting in conformance to SSPC-SP10 (Blast Cleaning to Near-White Metal) will not be required in areas where the roof cannot be lifted above the rafters including, but not limited to, near the shell or areas where the roof plates are welded to the top angle or other structural members, as determined by the Engineer. These areas shall be abrasive blasted by the blast nozzle being directed at the void between the roof and topside of the rafter from both sides to remove all loose rust, mil scale and coating to accomplish the specified cleanliness of Brush-off Blast Cleaning (SSPC-SP7).

- D. Wedging between the rafters and the roof plates a minimum of 1 ½" shall be accomplished by the Contractor for access by the City's Inspector to inspect the topside of the rafters and roof plates.

3.6 SURFACE PREPARATION, EXTERIOR

- A. All exterior surfaces, appurtenances, and piping shall be blast cleaned in conformance to Society for Protective Coatings Specification SSPC-SP10 (Blast Cleaning to Near-White Metal).
 - 1. Surface preparation around the roof hatches and penetrations shall be in accordance with Section 3.5 B. 1. above

3.7 APPLICATION, GENERAL

- A. Coating and paint application shall conform to the requirements of the Society for Protective Coatings Paint Application Specification SSPC-PA1, latest revision, for "Shop, Field and Maintenance Painting", the City, the manufacturer of the coating and paint materials printed literature and as specified herein and approved by the Engineer.
- B. Thinning shall only be permitted as recommended by the manufacturer and approved by the Engineer and shall not exceed limits set by applicable regulatory agencies.
 - 1. If Contractor applies any materials which have been modified or thinned to such a degree as to cause them to exceed established VOC levels, Contractor shall be responsible for any fines, costs, remedies, or legal action and costs that may result.
- C. Each application of coating and paint shall be applied evenly, free of brush marks, sags, runs and no evidence of poor workmanship. Care should be exercised to avoid lapping on glass or hardware. Coatings and paints shall be sharply cut to lines. Finished surfaces shall be free from defects or blemishes.
- D. Protective coverings or drop cloths shall be used to protect floors, fixtures, equipment, prepared surface and applied paints. Personnel walking on exterior roof of reservoir shall take precautions to prevent damage or contamination of painted surfaces. If required by Engineer, personnel shall wear soft-soled shoes, or shoe coverings approved by Engineer. Care shall be exercised to prevent coating or paint from being spattered onto surfaces which are not to be coated or painted. Surfaces from which such material cannot be removed satisfactorily shall be refinished as required to produce a finish satisfactory to the Engineer.
- E. All materials shall be applied as specified herein.
- F. All welds and irregular surfaces shall receive a separate brush coat of the specified product prior to application of the intermediate coat and a separate brush coat prior to the application of the finish coat. Application of stripe coat shall not be accomplished simultaneously with spray coat and shall be allowed to dry a sufficient amount of time before application of subsequent spray coat. Coating and paint shall be brushed in multiple directions to ensure penetration and coverage, as approved by the Engineer. These areas include, but are not limited to, welds, nuts, bolts, etc. Care shall be exercised to ensure dry film thickness of coatings and paints does not exceed the maximum

thickness allowed by the manufacturer of the specific product being applied.

1. All welds and irregular surfaces ultimately receiving 100% epoxy coating only require one stripe coat between the prime coat and the 100% solids epoxy coating.
- G. At conclusion of each day's blast cleaning and coating and paint operations, a 6" wide strip of blast cleaned substrate shall remain uncoated to facilitate locating point of origin for successive day's blast cleaning operations.
- H. Epoxy coated surfaces or other multi-component materials exposed to excessive sunlight or an excessive time element beyond manufacturer's recommended recoat cycle, shall be scarified by Brush-off Blast Cleaning (SSPC-SP7) or methods approved by Engineer, prior to application of additional coating. Scarified coating shall have sufficient depth to ensure a mechanical bond of subsequent coat, as recommended by the manufacturer.
- I. All attachments, accessories, and appurtenances shall be prepared and finished in the same manner as specified for adjoining reservoir sections, except as specifically designated by the Engineer.
- J. Each successive application of coating or paint shall be of sufficient contrast in color to facilitate inspection for uniform coverage of each coat. Owner shall designate finish colors.

3.8 APPLICATION, INTERIOR EPOXY COATING SYSTEM

A. Interior Surfaces Above the Bottom

1. After completion of surface preparation as specified, all surfaces above the bottom shall receive three 5.0 mil coats of epoxy coating specified under 2.2 D. SPECIFIC INTERIOR COATING MATERIALS. Total dry film thickness of the completed system shall be a minimum of 15.0 mils.
 - a. Wedging between the rafters and roof plates a minimum of 1 ½" shall be accomplished by the Contractor during the coating process for the purposes of coating the topside of the rafters and inspection by City's Inspector. Coating shall be accomplished in accordance with 3.7 F. APPLICATION, GENERAL. The rafter wedges shall be moved between each coat and each stripe coat.
 - b. All roof penetrations prepared in accordance with 3.5 B. 1. shall be primed concurrently as one unit on all interior and exterior surfaces of the penetrations and shall receive first stripe coat, intermediate coat, second stripe coat and finish coat on the interior and exterior surfaces concurrently while these coats are being accomplished on the interior surfaces of the reservoir.
 - c. Maximum dry film thickness allowed, if not specified in manufacturer's approved literature, will be as determined, in writing, by the coating manufacturer's headquarters technical representative.

B. Interior Bottom Surfaces and Lower 2 Feet of the Shell & Columns

1. After completion of surface preparation as specified, all bottom surfaces and lower 2 feet of the shell and columns shall receive the primer specified under 2.2 D. SPECIFIC INTERIOR COATING MATERIALS. Dry film thickness shall not be less than 5.0 mils.
2. After completion of prime coat, either one 22.0 mil coat or two 11.0 mil coats of coating specified under 2.2 E. SPECIFIC INTERIOR COATING MATERIALS shall be applied. Total dry film thickness of the system shall be not less than 25.0 mils at any point in the coated surface.
 - a. Prior to beginning the 100% solids coating application, a 2 ft. x 2 ft. test patch on plastic outside the reservoir shall be performed. The test patch shall be sprayed to the same thickness as will be applied to the reservoir.
 - b. Ratio tests shall be performed at the beginning of each application process and performed every 4 hours thereafter until the application is completed for the day. The ratio test shall be a minimum of 12 ounces for the part requiring the least quantity.
 - c. Maximum dry film thickness allowed, if not specified in manufacturer's approved literature, will be as determined, in writing, by the coating manufacturer's headquarters technical representative.
 - d. If approved by the manufacturer, the stripe coat may be the same product as the prime coat noted on the product data sheet.

C. Roof Junction Void, Roof Lap Joints and Other Designated Void Areas

1. After completion of finish coat application of epoxy coating and holiday detection and touch-up, as specified, all void areas including, but not limited to, column bases, bolt holes, and roof lap joints shall be primed, if required, and filled with joint sealant as specified under 2.2 F. SPECIFIC INTERIOR COATING MATERIALS for surfaces below the water level and 2.2 G. for structural members above the water. Prior to filling joints, area shall be blown down or wiped as necessary to clean area. Voids shall be filled flush at a 1:1 angle (45 degrees) out from upper edge of the plate in accordance with the plans.
 - a. Prior to applying the caulking at the base of the columns, the top of the column base plate and the adjacent bottom plate a distance of 1:1 ratio (45-degree angle) from top outer edge of the plate shall be masked to obtain a clean line. Remove masking after completion of the caulking.

3.9 QUALITY ASSURANCE, INTERIOR, EPOXY COATING SYSTEM

- A. All coating components shall be mixed in exact proportions specified by the manufacturer. Care shall be exercised to ensure all material is removed from containers during mixing and metering operations.
- B. All coatings shall be thoroughly mixed, utilizing an approved slow-speed power mixer until all components are thoroughly combined and are of a smooth consistency. Coatings shall not be applied beyond pot-life limits or recoat cycles specified by manufacturer.

- C. Thinners shall be added to coating materials only as required in accordance with manufacturer's printed literature and in the presence of the Engineer. Quantities of thinner shall not exceed limits set by applicable regulatory agencies.
- D. Application shall be by airless spray method, except as otherwise specified. Drying time between coats shall be strictly observed as stated in manufacturer's printed instructions, except there shall be a minimum of 12 hours between coats.
- E. Maximum time to recoat shall be strictly observed as stated in the manufacturer's printed instructions. Contractor shall be responsible for all cost associated with application of coating within the recoat window. If the maximum recoat window is violated, the Contractor will be required to brush-off blast the surfaces as required by the manufacturer and the Engineer. The Contractor will be required to provide a fine abrasive that will not unnecessarily damage the coating to be scarified. If recoat violation is caused by the Contractor's schedule, all costs for brush-off blasting will be borne by the Contractor.
- F. When two or more coats are specified, where possible, each coat shall contain sufficient approved color additive to act as an indicator of coverage or the coats must be of contrasting color.
- G. Care shall be exercised during spray operations to hold the spray nozzle perpendicular and sufficiently close to surfaces being coated, to avoid excessive evaporation of volatile constituents and loss of material into the air or the bridging of cracks and crevices. Reaching beyond limits of scaffold perimeter will not be permitted. All overspray identified by Engineer shall be removed by hand or pole sanding prior to application of subsequent coat.
- H. Joint sealant may be applied by caulking gun, trowel or other approved method. Sealant shall be pressed firmly into voids to ensure 100% filling/sealing and applied at 1:1 ratio (45-degree angle) from the top edge of the plate. See detail in the plans.
- I. Upon completion of coating operations and prior to caulking, after curing interval in accordance with manufacturer's recommendations, holiday detection shall be accomplished, with a wirebrush electrode, using the specified instrument at 1,500 volts for the roof and shell surfaces and at 2,500 volts for all surfaces with 100% epoxy coating. Repair and retesting shall be accomplished as specified under 1.4 QUALITY ASSURANCE. Engineer is not precluded from verifying adequacy of holiday testing by accomplishing holiday detection of selected areas, using his own holiday detector.
 - 1. Upon completion of coating application to bottom surfaces, lower shell surfaces of completed epoxy coating which may have been subjected to damage from abrasive blast cleaning of bottom surfaces shall be holiday detected again and repaired as noted above.
- J. All mixing, thinning, application and holiday detection of coatings shall be accomplished in the presence of the Engineer.
- K. A time element equivalent to 7 days curing time at 70 degrees F and 50% relative humidity shall be allowed before placing the epoxy coating into service, as determined in 3.10 FINAL CURING OF EPOXY COATINGS.

3.10 FINAL CURING OF EPOXY COATINGS

- A. Upon completion and acceptance of applied coating system, Contractor shall furnish an approved exhaust fan or blower of sufficient capacity to ensure removal of solvent vapors during curing process. The fan or blower, after approval by Engineer, shall be installed as approved by the Engineer and shall remain in continuous operation until coating is completely cured as determined by the manufacturer of the coating system. Operation and maintenance of blower during curing operations shall be the responsibility of the City if Contractor has completed all ongoing work and workers are not working at the site. In the event of blower malfunction, City will immediately notify Contractor, who will be responsible for immediate repair of blower or furnishing of another operating blower until completion of curing operations.
 - 1. If dehumidification is being used, the equipment shall remain in-place and run continuously during all curing operations.
- B. After completion of curing cycle as noted above, the Contractor shall test the applied coating with a solvent rub test performed in accordance to ASTM D5402 to verify, to the Engineer, adequate curing has been attained.
 - 1. If final cure has not been attained, based on above tests, ventilation shall be continued until applied coating passes the "acetone wipe-test" or "hardness test".
- C. After final cure is approved by Engineer, Contractor shall remove fan or blower.

3.11 APPLICATION EXTERIOR PAINT AND QUALITY ASSURANCE FOR PAINT SYSTEMS

- A. After completion of surface preparation as specified, all exterior surfaces, piping and equipment boxes shall receive the primer specified under 2.4 D. SPECIFIC EXTERIOR PAINT MATERIALS. Dry film thickness shall not be less than 5.0 mils.
 - 1. Manufacturer shall provide recoat window guidelines for product based on temperature variations with minimum and maximum recoat windows.
- B. After proper drying interval, primed areas shall be carefully inspected to determine if paint edges have lifted or if other defects exist. If necessary, repairs shall be accomplished, using procedures as specified herein to affect a smooth transition between primer and subsequent coats.
- C. The primer shall be clean, dry and show no evidence of oxidation, after which all surfaces shall receive the intermediate coat specified under 2.4 E. SPECIFIC EXTERIOR PAINT MATERIALS to a dry film thickness of 3.0 mils.
 - 1. Manufacturer shall provide recoat window guidelines for product based on temperature variations with minimum and maximum recoat windows.
- D. After specified drying interval, all exterior surfaces shall receive the finish coat specified under 2.4 F. SPECIFIC EXTERIOR PAINT MATERIALS to a dry film thickness of 3.0 mils.
 - 1. If the finish coat is applied by rolling, two coats of finish coat shall be applied.

- E. Total dry film thickness of the completed three-coat system shall not be less than 11.0 mils at any point in the surface where bare metal was originally exposed, or less than 8.0 mils above the previous thickness where the new two-coat system was applied over existing paint.
 - 1. Prior to start of intermediate coat application, Contractor and Engineer shall conduct spot dry film thickness tests to determine the minimum dry film thickness of the existing paint system. A mutual agreement shall be reached as to the specific dry film thickness of the existing paint system, which shall then be used in determining if sufficient additional paint has been applied over the existing paint.
 - a. Maximum dry film thickness allowed, if not specified in manufacturer's approved literature, will be as determined, in writing, by the paint manufacturer's headquarters technical representative.
 - b. Paint shall not be applied when wind speed exceeds fifteen miles per hour.
 - 2. Prior to applying the finish coat, the reservoir bottom plate extension (BPE) shall receive two brush coats of the epoxy coating.
- F. Upon completion of exterior painting operations, inspection shall be accomplished as specified under 1.4 QUALITY ASSURANCE. All applicable sections of 3.9 QUALITY ASSURANCE, INTERIOR, EPOXY COATING SYSTEM shall apply to exterior painting operations.
- G. All mixing, thinning, application and holiday detection of coatings and paints shall be accomplished in the presence of the Engineer.
- H. Color Scheme: The Contractor shall submit a current chart of the manufacturer's available colors to the City's representative ten days prior to start of painting operations.
- I. The Contractor shall supply the City with five extra gallons of both the epoxy and urethane paints used for the exterior surfaces.

3.12 DISINFECTION

- A. Disinfecting of interior surfaces of the reservoir shall be accomplished in the presence of the Engineer and City's Operations, in conformance to AWWA Standard C652 Section 4.3 Chlorination Method 2 as modified herein:
 - 1. Disinfection shall be accomplished after completion and acceptance by City of all interior recoating and curing of coating as required in 3.10 FINAL CURING OF EPOXY COATINGS.
 - 2. Prior to disinfecting, the complete interior shall be cleaned with an approved cleaner or detergent applied via high pressure method. If deemed necessary by Engineer because of contaminants remaining on surfaces, immersed areas shall be scrubbed with a brush or similar implement which will apply force and pressure to the surface to completely remove residual solvents and other surface contaminants.

3. Contractor shall coordinate with the City to purge all reservoir piping to remove stagnate water and any debris trapped in the line prior to disinfecting the interior of the reservoir.
4. Cleaned surfaces shall then be rinsed with clean water. Residual water and contamination removed during washing process shall be thoroughly flushed from reservoir. Contractor shall obtain approval of City prior to draining any residual water to waste. This operation shall be accomplished after completion of interior coating work as directed by the Engineer.
5. After completion of cleaning cycles as noted above, all interior surfaces shall be jet washed with a chlorine or chloramine solution having a content of 200 PPM. Chlorine or chloramine solution used to disinfect the interior of the reservoir shall remain in the bottom of the reservoir when the reservoir is filled.
 - a. Contractor shall furnish and install new white NSF approved gaskets and stainless steel blue coated nuts and bolts for the manholes and seal-up the reservoir.
6. Once the reservoir has been completely filled, the reservoir will be isolated from the water system and the City will take a Bac-T test. Should the Bac-T test fail, the Contractor will be responsible for reimbursing the City for the rejected and drained water and will be required to re-chlorinate the reservoir as described above until the Bac-T tests are negative.

3.13 TESTING FOR VOLATILE ORGANIC COMPOUNDS (VOC'S)

- A. To monitor the presence of VOC's leached into the water from the coating process, the following procedure shall be utilized:
 1. After satisfactory curing, the reservoir shall be filled by City in accordance with standard filling procedure. Water shall then be retained for a period of five days.
 2. On the sixth day following completion of the filling of the reservoir, the City will perform a "sniff" test to determine if unacceptable chemical odor is present.
 3. On the sixth day following completion of filling of reservoir and passing the "sniff test", samples of water shall be removed by City, in accordance with latest SWRCB Division of Drinking Water memoranda. Samples shall then be forwarded, by City, to an approved test laboratory for testing to determine presence of VOC's.
 4. After testing of samples, results must show levels of leached organics to be in accordance with levels established by the SWRCB Division of Drinking Water for various VOC's. Results will be verified by SWRCB Division of Drinking Water.
 5. If levels of leached organics exceed those acceptable to the SWRCB Division of Drinking Water, the reservoir shall be drained, flushed, refilled and retested at the Contractor's expense. Failure of the reservoir to attain levels acceptable to the SWRCB Division of Drinking Water shall be the responsibility of the Contractor and remedial measures to attain such levels shall be at his sole expense.

6. If leached organics produce any taste and odor objectionable to consumers of the water from the reservoir, the reservoir shall be drained, re-cleaned, flushed, refilled and retested at the Contractor's expense. Failure of the reservoir to be taste and odor-free shall be the responsibility of the Contractor and remedial measures to attain such a condition shall be at his sole expense.

3.14 CLEANUP

- A. Upon completion of the work, all staging, scaffolding and containers shall be removed from the site or destroyed in a manner approved by the Engineer. Coating, paint and thinner containers, and excess coatings, paints and thinners, shall be disposed of in conformance to current regulations. Coating or paint spots upon adjacent surfaces shall be removed and the entire job site cleaned. All damage to surfaces resulting from the work of this section shall be cleaned, repaired or refinished to the complete satisfaction of the Engineer at no cost to the City.
- B. Upon completion and acceptance of all coating and painting operations, site soil shall be retested by City, in same locations tested prior to start of work, for presence of lead or other heavy metals. Testing shall be accomplished by the same laboratory as the original testing under requirements of Title 22. If soils contain excessive levels of lead or other heavy metals above those levels determined by testing at start of work and beyond acceptable levels of current regulations, Contractor shall be responsible for removal and disposal of contaminated soil, and returning the site to its original condition. Copies of laboratory analyses reports shall be forwarded to Contractor immediately upon receipt from laboratory, prior to start of any work. Any required remediation schedule will be determined by the City.

3.15 OMISSIONS

Care has been taken to delineate herein those surfaces to be coated or painted. However, if coating and painting requirements have been inadvertently omitted from this section or any other section of the specifications, it is intended that all metal surfaces, unless specifically exempted herein, shall receive a first-class protective system equal to that given the same type surface pursuant to these specifications.

END OF SECTION

SECTION 13200 - MISCELLANEOUS STRUCTURAL MODIFICATIONS SPECIFICATION

PART 1 - GENERAL

1.1 PURPOSE

This specification establishes methods and procedures for miscellaneous structural and safety modifications.

1.2 APPLICABLE STANDARDS AND SPECIFICATIONS

- A. Welding and design shall be accomplished in conformance to the latest revision of AWWA D100 Standard for Welded Steel Tanks for Water Storage. Where tolerances and details are not defined by the AWWA Standard, the applicable sections of the American Petroleum Institute (API) Standard 650 shall apply. Welders shall be certified to the procedure and process called for in the work, and certification papers shall be on file with the Contractor at the job site, or in possession of welders at all times.
- B. Contractor is to submit shop drawings or sketches in detail of each item to be added, replaced or modified, as noted in 1.4. Contractor is responsible for verifying all measurements in the field before fabrication or installation of any items as typical drawings may not accurately represent actual field conditions.

1.3 CONTRACTOR

The Contractor shall be licensed under the laws of the State of California in the classification of General Engineering "A".

1.4 SUBMITTALS

- A. Six copies of detailed shop drawings or sketches of field work and required calculations shall be submitted to the Engineer for review for all structural work. Drawings or sketches shall contain sufficient details to clearly define work to be accomplished. Fabrication or installation shall not be commenced prior to review and approval of shop drawings or sketches.
- B. An electronic submittal will be accepted in only the following format.
 - 1. The file shall be in pdf format.
 - 2. Each project submittal shall be a separate file.
 - 3. Each file shall be labeled in the following sequence:
 - a. Owner Name/Project Name
 - b. Submittal No.
 - c. Description

1.5 QUALITY ASSURANCE

Welding procedures and welding operators shall have been qualified in accordance with AWWA D100 Standard. All butt joints shall be complete penetration and fusion of joints. All completed welds shall be free of slag and all finish steel surfaces free from weld

spatters. Examination of the welded joints shall be made as the work progresses in accordance with API 653 Section 10 (Revised), herein included as part of this specification.

PART 2 - MATERIALS OF CONSTRUCTION

2.1 GENERAL

- A. All materials specified are those which have been evaluated for the specific use. Any proposed substitutions must be submitted to the Engineer prior to the bid opening.
- B. All steel plate components shall be fabricated from new ASTM A-36 material and all new carbon steel pipe shall be ASTM A-53 material. Contractor shall provide certified mill test reports for all steel plate and pipe.
- C. Materials of construction not specified as noted herein, shall be as noted in applicable sections of Standard Specifications for Public Works Construction, latest edition.

2.2 PRODUCTS

- A. Vent Screening: Shall be aluminum wire 20 mesh and 2 mesh from TWP or approved equal.
 - 1. Banding and Straps: Shall be ½" aluminum banding with aluminum wing seals from metrosupplycollc.com or approved equal
 - 2. Tensioning Tool: Push bar tension for securing banding shall be from metrosupplycollc.com or approved equal.
- B. Ladder Safety System:
 - 1. Fall prevention device shall be a Saf-T-Climb rigid rail fall prevention system by Miller Products or approved equal.
 - 2. The safety sleeve shall be a Saf-T-Climb shuttle assembly model 602-100-003 by Miller products or approved equal.
 - 3. The safety harness shall be a Saf-T-Climb Harness model 733-201-002(3) by Miller Products or approved equal.
- C. Fall Restraint System:
 - 1. Wire Rope: Shall be ¼" S.S. 7 x 19 wire rope with clear vinyl coating from McMaster-Carr 8912T754, Landmann, US Cargo Control or approved equal
 - 2. Carabiner: Carabiners shall be Miller 17D-1, DBI Sala or approved equal.
 - 3. Compression Sleeves: Shall be tin-plated copper alloy from McMaster-Carr 3883T47, Nicropress, or approved equal
 - 4. Thimble: Shall be McMaster-Carr 3868T45 or approved equal

- D. Hatch Edge Trim: Edge trim for perimeter of hatch curb shall be Duro 55A No. 8507K54 by McMaster-Carr or approved equal.
- E. Passive Check Valve: Passive check valve shall be a neoprene slip on Smart Tideflex TF-2, Onyx Valve Series DBS or approved equal.
- F. Self-Closing Gate: Self-closing gate shall be an A36 carbon steel yellow powder coated, Model No. XL71-PC, made by FabEnCo, Inc., Houston, Texas (713) 686-6620, or approved equal.
- G. Nuts and Bolts: All hex head bolts and nuts used on the reservoirs shall be galvanized conforming to ANSI/ASME hB18.2.1 and ANSI/ASME B18.2.2. All thread compound used on bolted connections shall be NSF 61 approved. Flange insulation kits shall be used at all stainless steel bolts in contact with carbon steel. Insulating flange kits shall include insulating sleeves, gaskets, and insulating washers for each flange bolt. Sleeves shall be full length and shall cover entire bolt. Insulating gaskets shall be full-faced.
- H. Mixing and Chemical Feed System: Furnish and install the Big Wave Water Technologies (BigWaveWater.com) mixing and chemical feed system in accordance with the data sheets included in Appendix A as follows:
 - 1. CBS Control Panel with NEM 4X FRP 24" W x 30.5" H x 14" D enclosure
 - 2. Tidal Wave Water Mixer
 - 3. All Schedule 80 PVC and Wiring

PART 3 - EXECUTION

3.1 GENERAL

- A. All work shall be executed in accordance with the requirements of the American Water Works Association Standard D100, latest revision, the City, and these specifications. Where the foregoing standards, recommendations, and specifications are conflicting, said conflicts shall be brought to the attention of the Engineer.
- B. All work shall be executed by skilled craftsmen qualified to accomplish the required work in a manner comparable with the best standards of practice. Resumes of personnel to be used on the project shall be submitted upon Notice of Award. Continuity of personnel shall be maintained and transfers of key personnel shall be coordinated with the Engineer.
- C. The Contractor shall provide a supervisor to be at the work site during all operations. The supervisor shall have the authority to sign any change orders, coordinate work and make other decisions pertaining to the execution of their contract.
- D. The Contractor shall cooperate with the City who may be conducting other operations on or near the reservoir.
- E. Provide safeguards, including warning signs, barricades, temporary fences, warning lights, and other similar items that are required for protection of all personnel during demolition and removal operations.

- F. All installation and repair work shall be accomplished in such a way as to minimize reservoir down-time. All repair operations shall be completed so as not to impair completion schedule for project, which includes subsequent recoating and repainting of reservoir by others.
- G. The Contractor shall coordinate with the City at least seven (7) days before starting work at the site.
- H. All equipment, piping, and surfaces of the reservoir shall be protected from all damage and dust or other deleterious material infiltration during the operations of the Contractor. Any items damaged by the operations of the Contractor shall be replaced in kind or acceptably repaired to the satisfaction of the Engineer by the Contractor at no cost to the City.
- I. All work shall be made accessible to the Engineer at all times. The City may use own forces, engage full-time independent inspection services, or perform inspections intermittently. The Contractor is to supervise the job properly between inspections.
- J. Wherever a cutting torch or other equipment that might cause a fire is used, provide and maintain fire extinguishers nearby ready for immediate use. Instruct all possible users in use of fire extinguisher.
- K. The Engineer shall inspect the cleaning of pitted areas prior to welding and following post-weld repair applications.
- L. Any burrs, weld spatter, sharp edges, corners, or rough welds which would cause difficulty in achieving a defect-free paint system shall be chipped or ground smooth in conformance to NACE Standard RP0178-latest edition. It is not the intent to have the welds or “scars” ground “flush”. The object of the grinding is to eliminate sharp edges, corners, and overlaps to provide a surface for the application of a uniform thickness of coating or paint without voids or other defects.
- M. Should vents, holes, rigging attachments, or any other modification, cutting or welding be required to meet safety standards, they may be accomplished at the expense of the Contractor upon submitting of details in writing to, and with subsequent approval by the Engineer.
- N. Where it is necessary to abrasively blast clean or chemically strip coated or painted areas prior to, and after, any welding operations, work will be coordinated with the Engineer.
- O. Any remedial cleaning, coating, and painting application shall be accomplished in accordance with the requirements listed in Section 3.2 below and Technical Section 09800.
- P. The Contractor’s equipment shall be designed for installation of materials specified and shall be maintained in first class working condition. Contractor’s equipment shall be subject to approval of the Engineer.
- Q. The Contractor shall provide, at his own expense, all necessary power and scaffolding required for his operations under the contract.

1. The interior of the reservoir will be recoated upon completion and acceptance of the structural modifications. Contractor may privately arrange for the coating and painting contractor to furnish scaffolding for accomplishment of all structural work prior to use of scaffolding for his work.

3.2 HEAVY METAL COMPLIANCE AND TESTING

Contractor shall comply with requirements of Department of Health Services and Cal/OSHA Title 8 for worker protection during removal of paint and handling of hazardous wastes resulting from surface contamination and any removed paint particles. Prior to removal, modification or installation of any materials or fittings, Contractor will remove existing interior coating and exterior paint where cutting, burning and welding will be accomplished. If any additional exterior paint is to be removed, submittal of a written plan of action for the project shall be accomplished by Contractor prior to start of project.

3.3 MODIFICATIONS AND REPAIRS

- A. Welding: Welding shall be accomplished as specified herein and in conformance to referenced standards and industry practice.
- B. Drawing and Sketches: Available original site, piping and accessory drawings and miscellaneous typical sketch drawings are included as specific references. Contractor is to submit shop drawings or sketches in detail of each item to be added, replaced or modified as noted in 1.4.
- C. New Center Vent (ALL): Remove the existing center vent and roof plates, as determined necessary by the Engineer. Furnish and install a new 48" diameter center vent, cover, 3/16" thick reinforcing plate, and new roof plates, as needed. Vent shall conform to details shown on the drawing. Bolts and nuts for the vent shall be either coated carbon steel or galvanized. Install insulation sleeves and gaskets where dissimilar metals touch. Screening for vent shall consist of 20 mesh aluminum screening on inside with 2 mesh aluminum backup on outside secured with aluminum banding, in accordance with Section 2.2 A.
- D. Guardrailing (ALL): Remove and dispose of the existing guardrail diagonal supports and fabricate and install all new guardrailing returns with kickplates at the roof hatch/work areas, as shown on the plans. Pipe sections shall be used, provided they meet current Cal/OSHA requirements. Guardrailing layout shall be field verified prior to fabrication.
 1. Reservoir 2-1 does not have diagonal supports to remove. The new returns shall be installed at the end of the guardrails.
 2. Furnish and install two 3-foot guardrail sections at the top of the ladder opening on Reservoir 2-1.
- E. Widen the Top of the Ladder (2-1): Modify the top of the existing ladder side rails and guardrailing to widen the opening onto the roof and brace the ladder safety system, in accordance with the plans. The opening shall be 24" maximum in accordance with the plans to meet Cal/OSHA requirements. If determined necessary by the Engineer, the opening can be reduced to a minimum of 18 inches to accommodate field conditions.

- F. Safety Gate (2-1): Furnish and install a self-closing hinged gate, in accordance with Section 2.2 F., at the end of the new 3-foot sections of guardrail.
- G. New Roof Hatch Cover (ALL): Remove the existing roof hatch cover and replace with a new ¼" aluminum hinged cover in accordance with the plans. Furnish and install edge trim on perimeter of hatch curb in accordance with Section 2.2 D.
- H. Secondary Roof Hatch (ALL): Furnish and install an approved 36" x 36" hatch with hinged aluminum cover at location noted on the plans. Hatch curb must penetrate the roof a minimum of 1" and a maximum of 2" on the low side and be seal welded on the interior and exterior of the roof.
1. Furnish and install a 1-inch diameter coupling in the hatch curb for the mixing system wiring.
 2. Furnish and install an anchor welded to the interior of the hatch curb for the mixing system wiring.
 3. Furnish and install edge trim on perimeter of hatch curb in accordance with Section 2.2 D.
- I. Saf-T-Climb Device, Interior (ALL): Furnish and install an approved galvanized Saf-T-Climb fall prevention device on the existing interior ladder, in accordance with Section 2.2 B. and the plans. A dismount section shall be included on the interior ladder. Hardware shall be installed in accordance with manufacturer's instructions as noted in Figure No. 9 and Figure No. 11, including palnuts.
- J. Saf-T-Climb Device, Exterior (2-1): Furnish and install an approved galvanized Saf-T-Climb fall prevention device on the existing exterior ladder in accordance with Section 2.2 B. and the plans. The dismount section shall be braced in accordance with the plans. Hardware shall be installed in accordance with manufacturer's instructions as noted in Figure No. 9 and Figure No. 11, including palnuts.
- K. Fall Restraint System (ALL): Remove and dispose of the existing fall restraint system and furnish and install two new stainless steel cable assemblies as shown on the plans and in accordance with Section 2.2 C. Cable shall be stainless steel aircraft cable, 7 x 19 construction with a plastic sleeve the full length of the cable. Cable collar around the center vent at the top of the roof shall be ¼" diameter cable, placed in a plastic sleeve to prevent paint damage. Use a minimum of two swaged stainless steel or copper alloy oval sleeves to connect the lapped ends of the cable. Cable shall also show a maximum of 2" greater diameter than the center neck at the roof. Cable shall rest freely upon the roof after installation.
1. The two new stainless steel fall prevention personnel cables shall be ¼" diameter and shall be fabricated with a swaged loop at the center vent attaching point, and a swaged carabiner. The carabiner shall be double locking with a minimum tensile strength of 5,000 pounds and a minimum gate face of 3,600 pounds. The length of each personnel cable shall terminate 42" from outer edge of the roof when attached to center cable.

2. All cables shall contain stainless steel tags with proper identification in accordance with ANSI/ASSE Z359.1-1999.
- L. Overflow Modification (2-1): Modify the existing 12" overflow to furnish and install a pipe, brackets, and pipe support to extend the overflow to a minimum 12" and maximum 24" from the splash pad, in accordance with the plans. The interior and exterior of the pipe shall be coated and painted in accordance with Section 09800. The existing Tideflex flanged passive check valve shall be relocated to the end of the new pipe.
- M. New Overflow Pipe (2-2 & 2-3): Remove and dispose of the existing 12" overflow shell nozzle, pipe, brackets, and pipe support. Furnish and install a new shell nozzle, pipe, and brackets, in accordance with the plans. The interior and exterior of the pipe shall be coated and painted in accordance with Section 09800. A Tideflex flanged passive check valve, as noted in Section 2.2 E., shall be installed after painting. The valve shall open with 2 in. of water and withstand zero backpressure.
- N. Existing Liquid Level Indicator (ALL): Remove and dispose of the existing liquid level indicator assembly, gauge board, and piping. Holes in roof shall be plated over with a 1/4" thick steel plate. Plate shall extend three inches beyond holes with a 100% fillet seal weld around perimeter of plate.
- O. Lateral Bracing (2-2 & 2-3): Furnish and install new 3 1/2" x 3 1/2" x 1/4" angle lateral bracing at the midspan of the full-length rafters and seal weld the existing lateral header for the Jack-rafters to the full-length rafters, in accordance with the plans.
- P. Center Support Structure (2-2): Remove and replace center support structure in like kind, as determined necessary by the Engineer.
- Q. Inlet Pipe Diffuser (ALL): Remove the existing inlet diffuser box and bracing and install a new flange, pipe elbow, and inlet diffuser box in accordance with the plans. The interior of the pipe elbow and diffuser box shall be coated in accordance with Section 09800 prior to installation.
- R. Concrete Grade Band (ALL): Remove asphalt, gravel, and dirt between the concrete grade band and bottom plate extension. Remove and dispose of the gravel and dirt within the grade band to a depth of 6" below the bottom plate extension around the entire perimeter of the reservoir. Place 1/2" maximum gravel within the grade band up to the bottom of the bottom plate extension. Any voids under the reservoir shall be filled and compacted with soil prior to placing the new gravel.
- S. Coupling and Ball Valve (ALL): Furnish and install a 1-inch diameter 3000# full female threaded coupling with nylon bushings and with 1-inch diameter stainless steel ball valve at location designated by the City.
- T. Interior Ladder Rung (2-1 & 2-2): Remove and dispose of the top rung of the existing interior ladder. The rung shall be cut flush with the side rails and shall be ground smooth to present an integrated interface with the side rails.
- U. Pit/Perforation Treatment (ALL): Excessively pitted, corroded, or perforated areas shall be either filled with weld metal and ground smooth or covered with a metal plate of the same plate thickness, as determined necessary by the Engineer. Plate shall extend six

inches beyond pit or perforation with a 100% fillet weld around perimeter of plate. This work will be accomplished on an hourly rate time and material basis.

- V. Grinding (ALL): Excessively corroded areas on the rafter flanges, knuckle braces, and structural members that comprise of sharp edges from sandblasting shall be ground smooth and rounded, as determined necessary by the Engineer. This work will be accomplished on an hourly rate time and material basis.
- W. Inspection Blasting (ALL): Excessively corroded areas of the structural members shall be abrasive blast cleaned to remove severe corrosion, as determined necessary by the Engineer. Engineer shall inspect the blast cleaned areas using Contractor's scaffold following the blasting to determine whether optional bid items will be needed.
- X. Rafter Replacement (2-1): Remove 3 ft. section of existing severely corroded rafters at the center support, as determined necessary by the Engineer, and replace with new rafter sections in like kind. The top of the rafters shall be shop coated in accordance with Section 09800 prior to installation. Work shall be accomplished on the basis of each. The Contractor may NOT cut holes in the roof to install the rafters.
 - 1. Existing rafters for the reservoir are approximately W12x16. The Contractor shall field verify the rafter sizes and lengths prior to fabricating.
- Y. Nuts and Bolts (ALL): Replace severely corroded nuts and bolts at the structural connections, as determined necessary by the Engineer, in accordance with Section 2.2 G. PRODUCTS. The bolts shall be ASTM A325 galvanized bolts and the size shall match the existing.

3.4 MIXING AND CHEMICAL FEED SYSTEM

- A. Furnish and install the complete Big Wave Water Technologies mixing and chemical feed system in accordance with Section 2.2 H., the plans, and as follows:
 - 1. Furnish and install four (4) each 1-inch diameter 3000# full female threaded couplings with nylon bushings and with 1-inch diameter stainless steel ball valves at locations noted on the plans.
 - 2. Furnish and install Type K copper piping from the designated coupling underground to the location noted on the plans adjacent to the control panel. Terminate the copper piping with 1-inch diameter stainless steel ball valve by securing to the unistrut on the shell, in accordance with the plans.
 - 3. Conduit Unistrut: Furnish and seal weld new 1-foot long unistruts to the shell adjacent to the control panel to support the new mixing system conduit. The unistruts shall be spaced a maximum of 6 feet apart.
 - 4. Furnish and install a 12" x 12" aluminum junction box adjacent to the new roof hatch.
 - 5. Furnish and install a rigid metal hot dipped galvanized conduit in accordance with ANSI C80.1 from the control panel to junction box adjacent to the hatch and to the roof hatch.

6. Seal weld 3" x 3" x 1/4" x 2' long braces to the shell for mounting the control panel below the secondary roof hatch. The bottom of the control panel shall be 3 feet maximum above the grade.

3.5 TESTING

- A. The Contractor shall furnish all material, labor and equipment necessary to test the modifications as specified herein. Testing shall be completed prior to acceptance of work as complete and meeting the requirements of the specification.
- B. Spot examination of the welded joints shall be made as the work progresses by magnetic particle, dye penetrant method, or by spot radiographic examination as applicable.
- C. All defects uncovered by testing process shall be corrected and retested until such defects are eliminated.
- D. Contractor shall provide a watertight installation. After flushing of the chlorinated water and upon filling of the reservoir, any leaks which occur on the reservoir or appurtenant piping shall be repaired by the Contractor at his expense and to the satisfaction of the Engineer.

3.6 CLEANUP

Upon completion of the work, all staging, erection brackets, scaffolding and debris shall be removed from the reservoir and site and disposed in a manner approved by the Engineer. The entire job site shall be left in a clean condition.

END OF SECTION

SECTION 16641 - CATHODIC PROTECTION BY GALVANIC ANODES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This section addresses materials, installation, and testing requirements for new interior sacrificial anode cathodic protection systems on three (3) existing steel water storage reservoirs. The reservoirs are known as the 2-1, 2-2 and 2-3 reservoirs, respectively, and each has a capacity of 1.0M gallons and are identical in dimensions. The interior of the reservoirs will have a new epoxy coating.
- B. The work includes supplying all materials, tools and labor to install the following: sacrificial magnesium rod anodes and cables, cutting of new five (5) inch diameter anode handholes in the roof plates, providing six (6) inch diameter steel anode handhole covers, anode and cable mounting and suspension hardware and internal/external mounted potential monitoring test equipment.
- C. Additionally, there is an existing sacrificial anode cathodic protection system in **Reservoir 2-1** interior which will require removal in its entirety including all anodes, cabling, mounting and connection hardware and handhole covers.
- D. The Contractor performing all cathodic protection installations shall be a licensed Electrical Contractor in the State of California (C-10 minimum classification) and shall have a minimum of five (5) years of practical experience with successful histories of similar cathodic protection reservoir work. Upon request, the Contractor shall substantiate this requirement by furnishing a written list of appropriate references with contact names, phone numbers and year(s) of installation and project titles.

1.2 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

- A. Commercial Standards: The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designations only.
 - 1. ASTM B107-13 - Standard Specification for Magnesium-Alloy Extruded Bars, Rods, Tubes and Wire
 - 2. ASTM D1248-12 - Standard Specification for Polyethylene Plastic Extrusion Materials for Wire and Cable
 - 3. NACE SP0196-15 - Galvanic Anode Cathodic Protection of Internal Submerged Surfaces of Steel Water Reservoirs
 - 4. NSF/ANSI 61-13 - Drinking Water System Components – Health Effects

1.3 SUBMITTALS

- A. Submit only the following for review and approval by the Owner's Corrosion Engineer:
 - 1. Anodes

2. Wire and Cable
 3. Anode Handhole Covers
 4. Potential Meter and Enclosure
 5. Permanent Reference Electrode
- B. Submit shop drawings in accordance with Owner's requirements. Shop drawings to include specific anode core to lead wire connections.
- C. An electronic submittal will be accepted only in the following format:
1. The file shall be in pdf format.
 2. Each project submittal shall be a separate file.
 3. Each file shall be labeled in the following sequence:
 - a. Owner's Name/Project Name
 - b. Submittal No.
 - c. Description

1.4 MANUFACTURERS

All materials furnished under this specification shall be standard products of manufacturers regularly engaged in the manufacture of such products and equipment and shall be the manufacturer's latest design that complies with the specification requirements. All materials shall be manufactured in the USA where feasible.

PART 2 - MATERIALS

2.1 ANODE HANDHOLE COVERS

Anode hole covers shall be circular 3/32" (min.) thick galvanized, cadmium plated or zinc plated mild steel or bare stainless steel, six (6.0) inches in diameter, with a 1/2" diameter centered stainless steel through bolt. A galvanized or cadmium plated steel bar or 1/2" thick FRP (fiberglass reinforced plastic - **not PVC**) bar shall be utilized to hold the cover in place and shall be dimensioned as shown in the Plans. The bar shall be factory drilled and tapped to accept the 1/2" cover bolt. The end of the bolt shall be peened or saw cut with a slot to prevent the bar from coming off the bolt. A 6" dia., full face, 0.100" thick (min.) neoprene rubber gasket with a 9/16" diameter center hole shall be provided under the cover to seal the cover to the anode handhole in the roof plate. An additional EPDM or neoprene rubber grommet shall be provided between the roof plate and the neoprene cover gasket to facilitate future removal of the cover.

2.2 ANODES

- A. ASTM B107 Magnesium Rod, Galvorod Alloy (Dow Chemical) Certified (Standard Potential - 1.4/1.5 VDC – max. open circuit voltage to CSE) or approved equal. High potential (primary grade) anodes shall **not** be utilized for this project. Anodes shall be NSF/ANSI Standard 61 certified with accompanying certification paperwork.
1. Chemical composition of the anode shall be as follows:

a.	Aluminum	2.5-3.5% maximum
b.	Manganese	0.20% minimum

c.	Zinc	0.7-1.3%
d.	Silicon	0.05% maximum
e.	Copper	0.01% maximum
f.	Nickel	0.001% maximum
g.	Iron	0.002% maximum
h.	Other (each)	0.05% maximum
i.	Other (total)	0.30% maximum
j.	Magnesium	Remainder

Bare Anode Weight: 25 pounds (min.) for 10-foot long rod (2.024" dia.)

2. Anode Diameter = 2.024 inches O.D. \pm 0.024"

Rod anodes shall be continuously cast or extruded with a centrally located 0.188" diameter iron wire core and shall be supplied with the anode lead wire conductor both factory silver soldered and hydraulically crimped or split bolted to the core. The entire soldered/crimped connection shall be completely encapsulated in a waterproof heat shrinkable sleeve followed by an epoxy potting compound contained within an additional PVC sleeve or an overall heat shrinkable sleeve.

3. Anodes must be NSF 61 certified with accompanying NSF paperwork and approved manufactures are Galvotec Alloys, Inc., Timminco Limited, MaxMag, Mag Specialties or other approved equal.

2.3 ANODE LEAD WIRES

Anode lead wires shall be AWG #8 stranded copper conductors, ASTM D-1248 Type 1, Class A, Type CP, HMW/PE insulated (black), insulation thickness 0.110", not less than 20' in length and extend to the roof plate connection without splicing.

2.4 POTENTIAL METER AND ENCLOSURE

An analog DC voltmeter shall be provided in an external enclosure to allow for measurement of interior structure-to-water potentials. The meter shall read from 0-2.0 volts DC (VDC) and have a minimum internal resistance of 100K ohms per volt (Ω/V) sensitivity. Meter shall be at least 2-1/2" square and the face of the meter shall be permanently marked with a "green arc" from -0.850V to -1.200V and a "yellow arc" from -1.200V to -2.000V. The meter circuit shall be provided with an external "push-to-read" momentary switch, which is normally "off" or "open" (NO). The voltmeter and switch shall be mounted on a PVC or acrylic board as shown.

The enclosure for the meter shall be a polycarbonate or fiberglass (not steel) NEMA 3R (rain tight) box with a hinged cover. The box shall be similar to a Stahlin type or style with a gasket built into the cover for sealing. Box size shall be 8" x 8" x 4" and the cover shall have a hasp for padlocking the cover to the box. The meter and enclosure shall be the Model GMC-808-HPL as manufactured by GMC Electrical of Corona, California or approved equal.

2.5 PERMANENT REFERENCE ELECTRODE

The copper-copper sulphate permanent reference electrode shall be the "Staperm", Model

Cu-2-FW and shall be a 1-1/8" diameter x 8" long ABS (yellow) plastic housing with an internally coiled (spiral wound) 1/8" diameter 99.9% pure copper rod suspended in a saturated laboratory-grade copper sulphate (CuSO_4) conductive paste. The electrode shall contain a chloride-ion (Cl^-) trap and utilize a ceramic electrolyte contact plug on the bottom end. The design life shall be a minimum of 20 years with a stability of ± 5 millivolt (mV) under a 3 micro-amp (μA) load. The electrode cable size shall be stranded AWG #14 copper with RHH-RHW (yellow) insulation and be of sufficient length to reach from the electrode to the external potential meter enclosure without splicing. Do not allow any other cabling or lead wires to be within the reference conduit. The electrode shall be as manufactured by GMC Electrical of Corona, California or approved equal.

PART 3 - EXECUTION

3.1 INSTALLATION

The following installation procedures shall be accomplished with the reservoir wet (in service) or dry (Owner's option). The anodes will be suspended from the interior roof plates as shown in the Plans and shall meet all requirements of NACE Standard SP0196-15.

3.2 ANODE HANDHOLES

The Contractor shall cut new, exactly circular, 5" diameter holes in the roof plates at the locations shown. Holes may be either flame cut or by the use of a magnet-mount motor-driven hole saw. Do not allow any of the hole cutting materials to fall into the reservoir. Coat the exposed edges of each cut hole with either matching roof paint or epoxy after grinding the edges smooth. Paint the exterior tops of all new handhole covers as directed by the Owner or as shown in the Painting Specifications. Stainless steel covers (if utilized) do not require painting.

3.3 ANODE INSTALLATION

- A. Install each anode and lead wire at the indicated locations (by the use of the individual anode clevis assembly):

NOTE: DO NOT PERFORM ITEMS "C" AND "D" BELOW UNTIL AFTER THE 11th MONTH COATING WARRANTY INSPECTION HAS BEEN PERFORMED (BY OTHERS).

- B. Suspend each anode from its clevis assembly as shown. Verify that the installed anode is the correct design distance ($7' \pm 6"$) off the reservoir floor. Cover the lead wire solderless lugs with three laps of rubber tape followed by three laps of vinyl electrical tape or other suitable waterproof covering to prevent corrosion of the connector until it's finally installed (connected to the roof plate).
- C. Connect the individual lead wire copper conductors to the roof plate by the use of the solderless lug connector and S/S through bolt as shown after first either grinding the interior roof plate to bare metal **or** drilling and tapping the roof plate to accept the S/S bolt. Anode supplier to provide a sufficient length of anode lead cable to connect to the lug without splicing the cable.
- D. After each connection is made, coat the exposed lug connector and any exposed cable copper conductor and interior bare steel roof plate with epoxy or other approved insulating

coating to a thickness of at least 1/16". Slide each individual handhole cover centered and in place on the exterior roof plate and tighten the 1/2" S/S bolt until it is just snug. Do not over tighten.

3.4 METER ENCLOSURE

Mount the meter enclosure box on the exterior shell at the height shown and below the respective roof hatches by the use of the mounting tabs provided on the box and pin-brazed studs or "Unistrut" or angle iron type mounting hardware welded to the shell. Attach the box to the studs or mounting angles with stainless steel hexagonal bolts, nuts and washers. Route 3/4" rigid galvanized conduit from the box to the exterior roof plate and adjacent to the roof hatch. Terminate the conduit at the roof plate entry with a 3/4" Type LB galvanized or zinc plated steel conduit fitting. Attach an AWG #14 THWN (black) insulated copper cable from the voltmeter negative (-) terminal to the switch and then to the grounding lug or provided grounding wire in the box as shown. Verify (by continuity testing) that the meter box is electrically continuous with the reservoir shell.

3.5 PERMANENT REFERENCE ELECTRODE

Suspend the permanent reference electrode from its own lead wire utilizing a ceramic pin insulator at the location shown on the plans. On knuckle style roofs, attach the #14 lead wire to the interior ladder with a galvanized or stainless steel beam clamp *well above* the high water line. Route the electrode lead wire up the interior reservoir shell adjacent to or behind the interior ladder and through the 3/4" conduit fitting and inside the exterior 3/4" steel conduit to the meter enclosure. Do not splice or nick the electrode cable. Do not allow any other conductors within the 3/4" conduit. Connect the reference lead copper conductor to the voltmeter positive (+) terminal with a ring-tongue solderless connector. Fill both sides of the roof mounted LB conduit interior inlet and outlets and the conduit entry into the meter enclosure with a canned type expandable "foam sealant" to prevent condensation and humidity from entering the 3/4" steel conduit and meter enclosure. Locate the 3/4" conduit entry to the monitoring box on the bottom of the box as shown on the Plans. **Do not remove** the protective bottom cap on the electrode until ready for use unless the reservoir has 100% continuous sufficient water depth to permanently completely cover the electrode.

PART 4 - TESTING AND WARRANTY

4.1 CATHODIC PROTECTION SYSTEM TESTING

The CP installation Contractor shall accomplish initialization structure-to-water testing of the galvanic anode cathodic protection system. Testing shall be accomplished after the internal coating warranty inspection has been performed (by others) and the reservoir refilled. Testing will be conducted per the requirements of NACE Standard SP0196-15. Testing shall consist of measuring (with a high-impedance digital DC voltmeter and a calibrated portable CuSO₄ reference electrode) portable reference electrode to permanent reference electrode potential difference, all individual anode open-circuit (unconnected) potentials, initially connected structure-to-water potentials (with all anodes connected) and final structure-to-water potentials after at least a minimum of one-hour has elapsed. Structure potentials shall be measured from the roof hatch and down the interior shell and **behind** the interior ladder at 3'± (max.) intervals from the high water line to the bottom. Contractor shall only be held responsible for supplying the specified anode material, permanent CuSO₄ reference and/or monitoring equipment *unless* deficiencies are noted in **any** materials. Present a letter type

report with all Results of the testing to the Owner.

4.2 WARRANTY

All materials, especially the anodes, shall be warranted for a period of at least twelve (12) months after the cathodic protection system has been energized (connected). Any deficiencies in the materials, especially in the initial measured anode open-circuit voltage (to CSE) or lack of NSF certification, shall be cause to reject the entire lot of materials. The Contractor shall replace all deficient materials, including labor to reinstall and any retesting required, at no cost to the Owner.

4.3 CLEANUP

All debris, tools, storage materials, welding, cutting and painting materials shall be removed from the reservoir roof and from the premises at the completion of the work herein specified. Any cost incurred by the Owner to clean up debris or other materials resulting from this work shall be back charged to the Contractor.

END OF SECTION

Attachment 2

Specifications for the Reservoir Mixers

Reservoir MIXER
Rehabilitation of Reservoirs 2-1, 2-2, and 2-3

PART 1 – GENERAL

1.1 SCOPE

- A. This section covers the submersible reservoir/tank mixing systems up to 1.5 HP in size intended for continuous use while submersed in potable water storage tanks. Mixer will operate 24 hours a day, 7 days per week. Each mixer shall consist of a water-lubricated submersible motor, an impeller, and a non-submersible control center that houses all controller electronics.

1.2 THE REQUIREMENT

- A. CONTRACTOR shall furnish a Big Wave Water Technologies Tidal Wave Mixer with a control center and install mixer together with control center and accessories necessary for operable system.
- B. UTILITY shall furnish electrical conduit with either 115VAC or 230VAC single phase voltage based on system configuration, a safety disconnect switch and a 20amp non-GFCI circuit breaker up to the point of installation of the mixing system control center.
- C. UTILITY shall also provide conduit from control center to tank penetration for submersible motor cable and penetration through tank for same cable.

1.3 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Classified UL Water Quality NSF/ANSI 61, NSF/ANSI 372
- B. Underwriters Laboratories Inc., UL 508A
- C. NEMA Type 3R, 4, and 12
- D. CSA Type 3R, 4, and 12

1.4 CONTRACTOR SUBMITTALS

- A. NSF Certification
 - 1. Copy of the NSF-61 certified listing for reservoir mixer material being placed inside the tank.
- B. Installation, O & M's shall be obtained from the equipment manufacturer
 - 1. General equipment specifications and data sheets
 - 2. Installation, start-up, operation, and maintenance instructions
 - 3. Factory-recommended maintenance schedule
 - 4. Wiring diagram

1.5 QUALITY ASSURANCE

- A. Each reservoir mixer shall be tested prior to shipment.
- B. Complete mixing system is NSF/ANSI Standard 61 certified.

1.6 WARRANTY

- A. For the period beginning with shipment to buyer and ending at the time frame listed below, the reservoir mixer is warranted to be free from shortcomings in material and workmanship and to coincide to manufacturers specifications.
 - 1. Three (3) years on all supplied parts
 - 2. One full year labor
 - 3. Lifetime warranty on impeller

1.7 SATISFACTION GUARANTEE

- A. For the Period of 12 months after equipment is installed and started up, if the owner is not satisfied with the performance and results, then the owner will receive a refund for the total cost of the mixer from the manufacturer.
 - 1. To receive a refund, the mixer must be returned to Big Wave Water Technologies without noticeable damage and normal wear and tear.

PART 2 – PRODUCTS

2.1 PERFORMANCE

- A. Reservoir mixer shall completely mix reservoir according to the following minimum performance requirements. These requirements can be measured and validated after installation by operators with readily available tools such as temperature probes and total chlorine grab samplers.
 - 1. Temperature Uniformity
For tanks up to 4,000,000 gallons in volume: All temperatures shall converge to within 0.50°C (0.9°F) within 24 hours after mixer is installed and activated.
 - 2. Disinfectant Residual Uniformity
For tanks up to 4,000,000 gallons in volume: Disinfectant residual within top five feet of tank and bottom five feet of tank will converge to within 0.20 ppm within 24 hours after mixer is installed and activated. During continuous operation of the mixer, under normal disinfectant dosing parameters, disinfectant residual will converge to within 0.20 ppm at least once every 24 hours.

2.2 GENERAL

- A. Reservoir mixer consists of an impeller mounted on a submersible motor and supported thirty (30) inches from the tank floor in order for it to launch a jet of water from the bottom of the tank up toward the surface of the water. Mixer control and operation shall be independent of tank drain and fill cycles to ensure constant mixing. Wet-side of mixer shall weigh less than 40 pounds and dry-side shall weigh less than 20 pounds for safety of installation. Both wet-side and dry-side shall be able to be hoisted, installed, and/or removed by on-site personnel without additional equipment needed so that there is no crush hazard or entanglement hazard present, and so that weight of mixer on tank floor does not cause damage to interior coating.
- B. Reservoir mixer active components shall be elevated at a minimum of 30 inches above tank floor to avoid disturbing accumulated tank sediment or entraining particles and causing accelerated wear of moving parts. Tripod configurations shall not be acceptable.
- C. Mixers using submersible pump with slit or “water sheet” or horizontal motor mounting designs are not acceptable.
- D. The use of an unstable tripod as a base shall not be used to assure no damage to tank coatings.
- E. Mixer shall produce 35 lbs. of downward thrust while mixing.
- F. Oil-filled motors shall not be acceptable.
- G. All wet-side mixer components shall be certified by NSF to the NSF/ANSI Standard 61.
- H. Power for mixer shall be 120VAC single phase grid power.
- I. No maintenance shall be required on the wet-side components in typical potable water application.
- J. Passive mixing system shall not be acceptable.
- K. Pumped water or jet mixers shall not be acceptable.
- L. Mixer shall utilize VFD control center to maximize mixing efficiency. Constant speed mixers shall be modified to accommodate this feature.

2.3 CONSTRUCTION

- A. Components – wet-side: Shall be NSF/ANSI Standard 61 certified.

Equipment entering tank shall not adhere to, scratch, or otherwise cause any damage to internal tank coating or put undue stress on the materials of the tank construction. Equipment shall fit through a standard hatch of size 24-inch x 24-inch or larger. UTILITY may prefer to penetrate side wall or ceiling of tank (in place of penetrating the hatch) to allow motor cable entry into the tank for ease of installation and protection against freezing/ice damage.

Each submersible mixer shall consist of the following components, regardless of the power source selected:

1. Impeller
 - Balanced to within 0.5 gram-inches
 - Not more than 1.5 inches in overall height
 - Not more than 5.2 inches in diameter
 - Not more than .5 lbs. in weight
 - Shall not create cavitation at any rotational speed up to 3450 RPM
 2. Motor
 - AISI Type 304 stainless steel body
 - Chlorine/Chloramine resistant rubber seals
 - Fully submersible
 - Low power (1.5 HP maximum)
 - Water-lubricated motor
 3. Mounting
 - Mixer Frame shall be constructed High density Polyethylene
 - Attachments secure motor cable away from impeller
 - Overall weight of wet-side unit not to exceed 40 lbs. for ease of installation and operator safety when installing
 - Overall height of unit shall not exceed 42 inches. including lifting arm
- B. Components – dry-side: Each 120VAC control center shall consist of the following components:
1. Enclosure
 - Type (NEMA 3R) lockable
 - Weather resistant
 - Overall weight of control center not to exceed 40 lbs.
 - Green and Red LED Indicator lights show motor status
 - Cooling fan
 - Power Switch located inside of panel
 2. Motor Controller/VFD
 - Rated to 1.5 HP
 - Operating temperature range -4 °F to 131 °F (-20 °C to 55 °C)
 - Start/stop switch mounted internally
 - Manual speed control
 - Built in thermal shut-off protection
 - Built in current overload protection
 - SCADA outputs included:
 - Digital output signal indicating motor running
 - 4-20mA signal
 3. Branch Circuit Protection
 - Panel equipped with a 120VAC 20-Amp main breaker

2.4 CONTROLS

- A. Each unit shall be equipped with all necessary controls, inter-wired, to provide the following minimum functions:
1. On/Off switch to control power to mixer.
 2. Alarm dry contact for to indicate mixer running.
 3. 4:20 mA signal to indicate mixer current draw

3.5 ACCEPTABLE MANUFACTURERS:

- A. Big Wave Water Technologies Model TWM15050, or pre-approved equal.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. The CONTRACTOR shall furnish services of a factory-trained installation contractor or crew having experience with installation procedures, operations, and maintenance requirements for the type of equipment installed under these specifications. Mixer must be able to be installed through a 24"x24" hatch. Mixer must be able to be installed without draining tank or taking tank out of service. Wet-side of mixer shall weigh less than 40 pounds and dry-side shall weigh less than 42 pounds. Both wet-side and dry-side shall be able to be hoisted, installed, and/or removed by on-site personnel without additional equipment needed so that there is no crush hazard or entanglement hazard present, and so that weight of mixer on tank floor does not cause damage to interior coating.
- B. Tank penetration is recommended to be above tank water line, typically through the hatch side wall.
 - 1. Fitting will prevent moisture intrusion into tank and ideally be horizontally oriented.
 - 2. Fitting shall be 1" diameter fitting to allow cable to pass through.
 - 3. A water-tight penetration may be installed under the water line.
- C. Installation of the in-tank components may be performed in any of the following ways:
 - 1. Installation by a factory-trained and drinking-water-certified potable water tank diver.
 - 2. Installation by personnel with confined space training while the tank is drained and empty.
 - 3. Installation below a hatch opening in a full tank
- D. Installation of the outside-of-tank components may be performed by:
 - 1. Third party representatives or CONTRACTORS according to the manual provided.
 - 2. UTILITY personnel according to the manual provided
 - 3. Safety disconnect provided by others
- E. The mixer and control center shall be installed in accordance with approved procedures submitted and as shown, unless otherwise approved in writing.

3.2 TRAINING

- A. Big Wave Water Technologies personnel (or representative) will direct designated personnel in the correct operation of the reservoir mixer. This instruction will cite the operations manual provided with equipment and show how to check for correct operation of the equipment.

Attachment 3

Photographic Survey of Reservoir 2-1, 2-2, and 2-3



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PHOTOGRAPHIC SURVEY

PROJECT: Corrosion Engineering Evaluation of Six Water Storage Reservoirs

STRUCTURE: Exterior of the 1.0 MG Riveted Steel Water Storage Reservoir (Reservoir 2-1)

OWNER: City of Vernon

LOCATION: Vernon, California

PHOTOGRAPHED BY: David Ashton, Engineering Technician

DATE: February 2020

E-1 View of the exterior of Reservoir 2-1, illustrating moderate oxidation and fading and otherwise good condition of the paint system.



- E-2 View of the roof, illustrating moderate oxidation and fading and otherwise good condition of the paint system.



- E-3 View of the center vent cover, illustrating good condition of the paint system.



- E-4 View of the center vent, illustrating random spots of corrosion where the vent structure meets the roof.



E-5 Close-up view of the roof near the center vent, illustrating rust scale and blistered paint.



E-6 Same as Photo E-5, except after the rust scale and blister were removed, exposing severe corrosion and a hole in the roof plate.



E-7 View of the roof near the center vent, illustrating a large blister.



- E-8 Same as Photo E-7, except after the blister was removed, exposing severe corrosion and a hole in the roof plate.



- E-9 View of a portion of the roof, illustrating generally good condition of the paint system.



- E-10 Same as Photo E-9, except a different portion of the roof.



- E-11 Close-up view of the roof, illustrating good condition of touch-up paint on a roof lap weld.



- E-12 Close-up view of a weld intersection, illustrating good condition of the paint system. Note touch-up paint on the right side of the photo.



- E-13 View of an adhesion test on the roof, illustrating good adhesion of the paint system.



E-14 View of a cathodic protection handhole cover, illustrating moderate corrosion around the cover and center bolt.



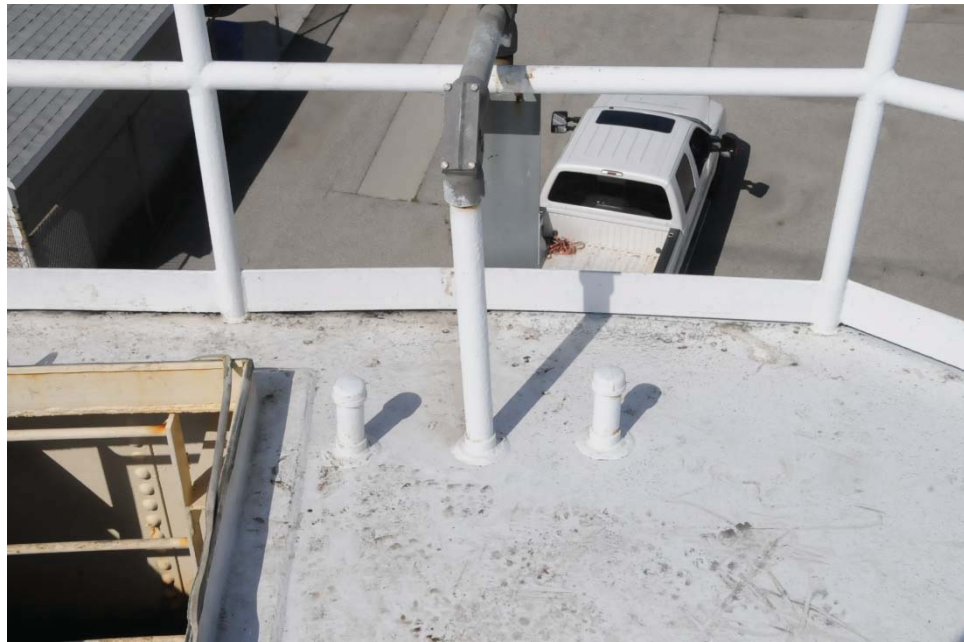
E-15 View of the perimeter of the roof, illustrating staining and otherwise good condition of the paint system.



E-16 View of the roof hatch/work area, illustrating generally good condition of the paint system.



- E-17 View of the liquid level indicator (LLI) piping and guardrail, illustrating fair condition of the paint system. Note runs and sags in the paint on the piping.



- E-18 View of the roof hatch, illustrating minor corrosion and staining along the top edge of the hatch curb.



- E-19 View of the guardrail opening at the ladder, illustrating generally good condition of the paint system.



- E-20 View of the upper portion of the ladder, shell, and LLI gauge board, illustrating random corrosion on the ladder and adjacent rivet runs and moderate deterioration of the gauge board sticker.



- E-21 View of the bottom of the ladder and vandal guard, illustrating random corrosion on the ladder and bolt holes on the vandal guard.



- E-22 View of the underside of the top angle, illustrating generally good condition of the paint system.



- E-23 View of a portion of the shell, illustrating good condition of the paint system.



- E-24 View of the shell, illustrating random spots of corrosion on the rivets and mechanical damage with corrosion on the shell.



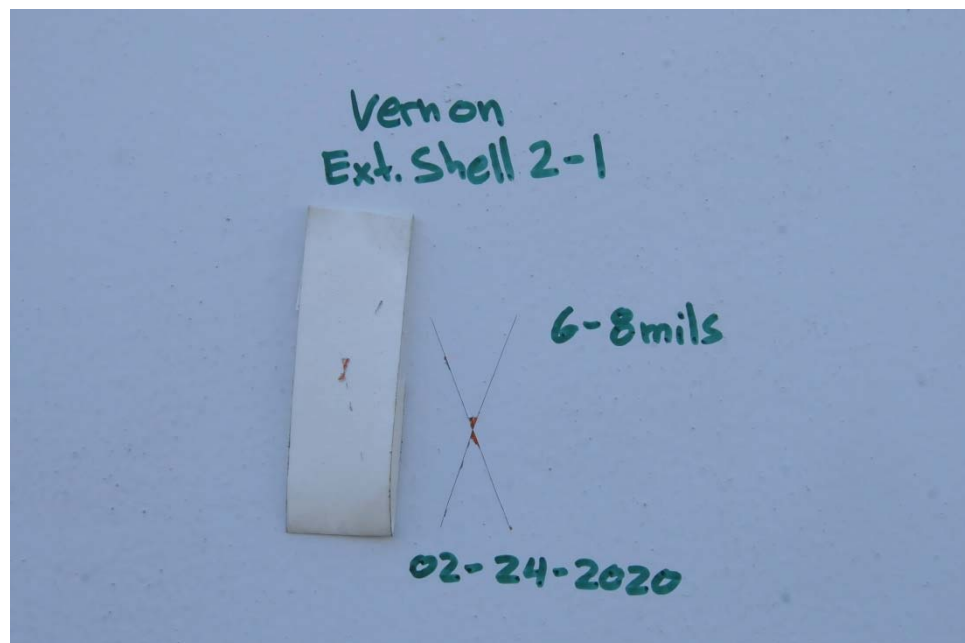
- E-25 Close-up view of the shell, illustrating an area of cracked and delaminating paint. Note minor corrosion coming through in some areas.



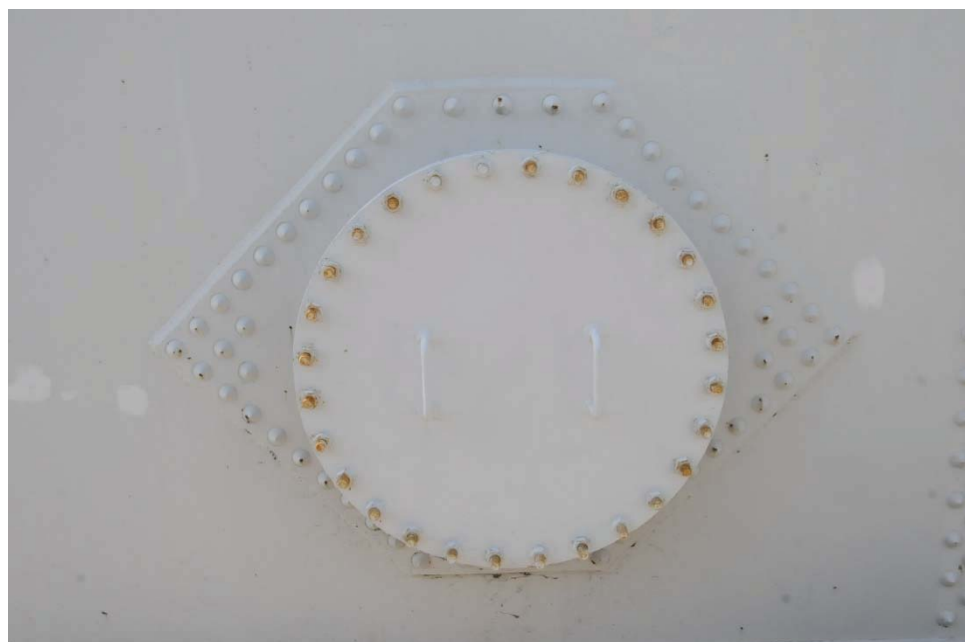
- E-26 Close-up view of the shell, illustrating spots of mechanical damage with corrosion.



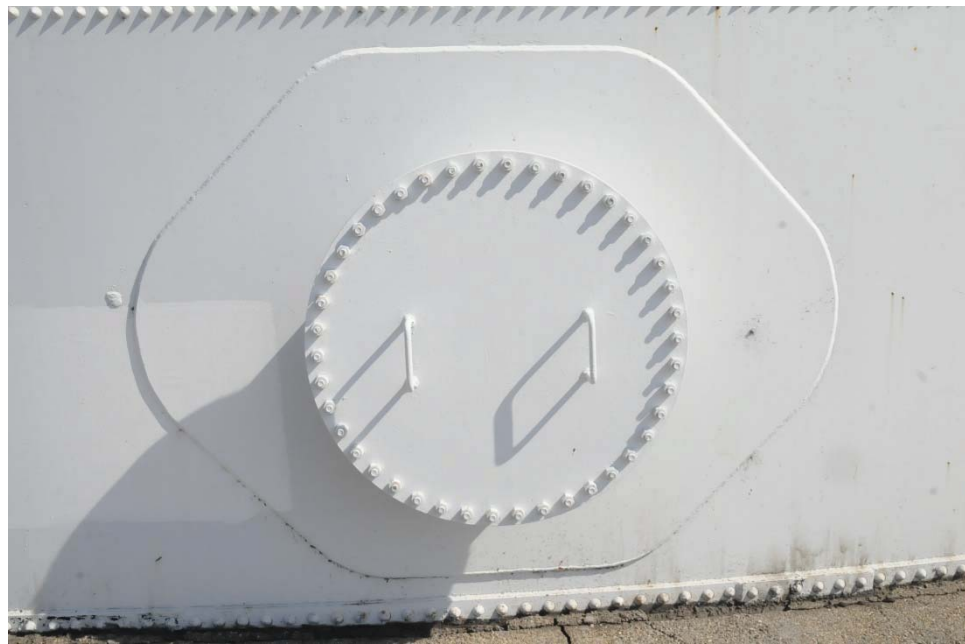
- E-27 View of an adhesion test on the shell, illustrating fair adhesion of the paint system.



- E-28 View of a manhole, illustrating mechanical damage with corrosion at the nuts and bolts and random rivets on the reinforcing plate.



E-29 View of the other manhole, illustrating good condition of the paint system.



E-30 View of an inlet/outlet, illustrating random corrosion on the nuts and bolts and exposed prime coat on the compression flange.



E-31 Same as Photo E-30, except a close-up view of the delamination and exposed prime coat.



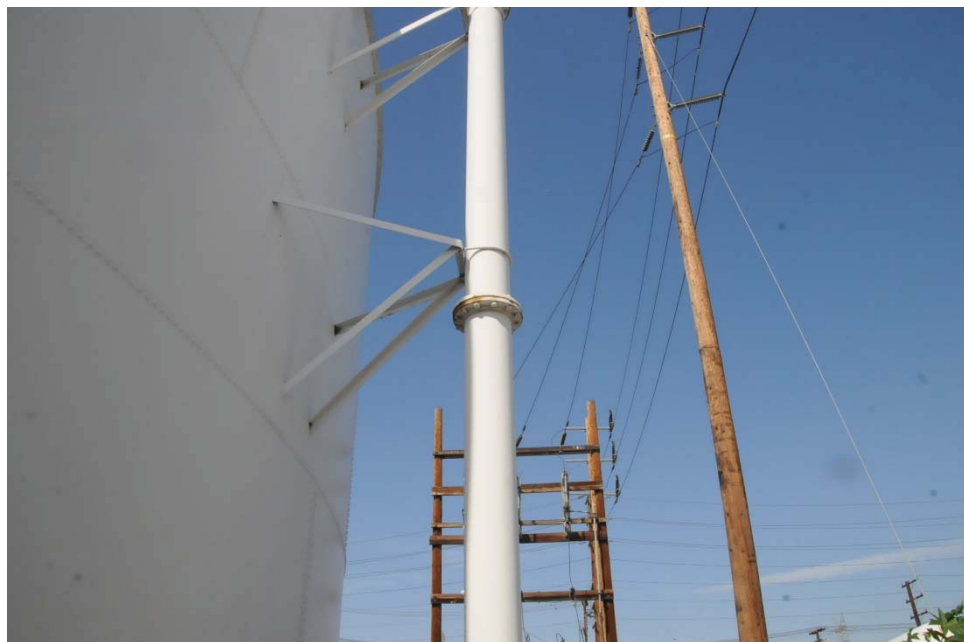
- E-32 View of the overflow, illustrating generally good condition of the paint system. Note area of light general corrosion on the shell below the stand-off brackets.



- E-33 View of the inlet pipe, illustrating minor to moderate corrosion at the flanged connection.



- E-34 Same as Photo E-33 except further down the inlet pipe.



- E-35 Same as Photos E-33 and E-34, except at the bottom of the inlet. Note mechanical damage with corrosion at the bottom of the pipe.



- E-36 View of a sample tap, illustrating fair condition of the sample tap and adjacent paint system.



- E-37 View of a blind flanged valve, illustrating random minor corrosion on the nuts and bolts and irregular surfaces.



- E-38 View of a partially buried valve, illustrating general corrosion on the valve. Note mechanical damage with corrosion on the adjacent shell.



- E-39 Same as Photo E-38, except at a different partially buried valve.



- E-40 View of the lower shell, illustrating mechanical damage and delamination at some of the rivets.





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PHOTOGRAPHIC SURVEY

PROJECT: Corrosion Engineering Evaluation of Six Water Storage Reservoirs

STRUCTURE: Interior of the 1.0 MG Riveted Steel Water Storage Reservoir (Reservoir 2-1)

OWNER: City of Vernon

LOCATION: Vernon, California

PHOTOGRAPHED BY: David Ashton, Engineering Technician

DATE: February 2020

I-1 View of the interior roof and structural members, illustrating minor corrosion and staining along the roof lap joints and upper rafter flanges.



- I-2 View of the center support structure, illustrating moderate corrosion at the rafter ends and along the upper rafter flanges.



- I-3 Close-up view of the rafter ends, illustrating severe corrosion at the lower rafter flanges.



- I-4 Same as Photo I-3, except from a different angle. Note moderate to severe corrosion at the upper rafter flanges and adjacent roof surfaces.



- I-5 Same as Photos I-3 and I-4, except a closer view of a rafter end. Note severe corrosion above the rafter.



- I-6 Same as Photos I-3 through I-5, except from a different angle.



- I-7 View of the center support structure lower plate, illustrating severe corrosion of the nuts and bolts securing the double plate connection.



- I-8 Same as Photo I-7, except from a different angle. Note green moss on the topside of the plate.



- I-9 View of a portion of the roof, illustrating random minor corrosion at the roof lap joints and upper rafter flanges and otherwise generally good condition of the coating system.



- I-10 Same as Photo I-9, except a different portion of the roof.



- I-11 View of a jack rafter and lateral brace, illustrating minor corrosion at the jack rafter to support connection and along the edge of the lateral brace.



- I-12 View of a jack rafter support to rafter connection, illustrating corrosion and staining along the topside of the connection and adjacent rafter flange.



- I-13 View of a lateral brace below a jack rafter, illustrating generally good condition of the coating system.



- I-14 View of lateral seismic bracing at a rafter, illustrating minor corrosion on the topside of the gusset plate and along the adjacent lap joint and rafter flange.



- I-15 Same as Photo I-14, except in a different location.



- I-16 Same as Photos I-14 and I-15, except in a different location. Note moderate corrosion at the end of the angle.



- I-17 View of the topside of a lateral brace, illustrating moderate corrosion.



- I-18 View of the roof, illustrating minor corrosion along a roof lap joint and adjacent rafter flanges.



- I-19 Same as Photo I-18, except in a different location.



- I-20 Same as Photos I-18 and I-19, except in a different location. Note minor to moderate corrosion is present along the lap joints.



- I-21 View of cathodic protection (CP) handhole and hanger assembly, illustrating minor corrosion at the circumference of the handhole. Note CP wiring is not connected.



- I-22 View of a rafter to shell connection, illustrating moderate corrosion of the nuts and bolts securing the rafter to the gusset plate.



- I-23 Same as Photo I-22, except from the opposite side of a connection. Note moderate to severe corrosion on the topside of the rafter.



- I-24 Same as Photos I-22 and I-23, except a close-up view of a severely corroded nut and bolt.



- I-25 View of a jack rafter to shell connection, illustrating moderate corrosion along the edge of the gusset plate.



- I-26 Same as Photo I-25, except from the opposite side of a connection.



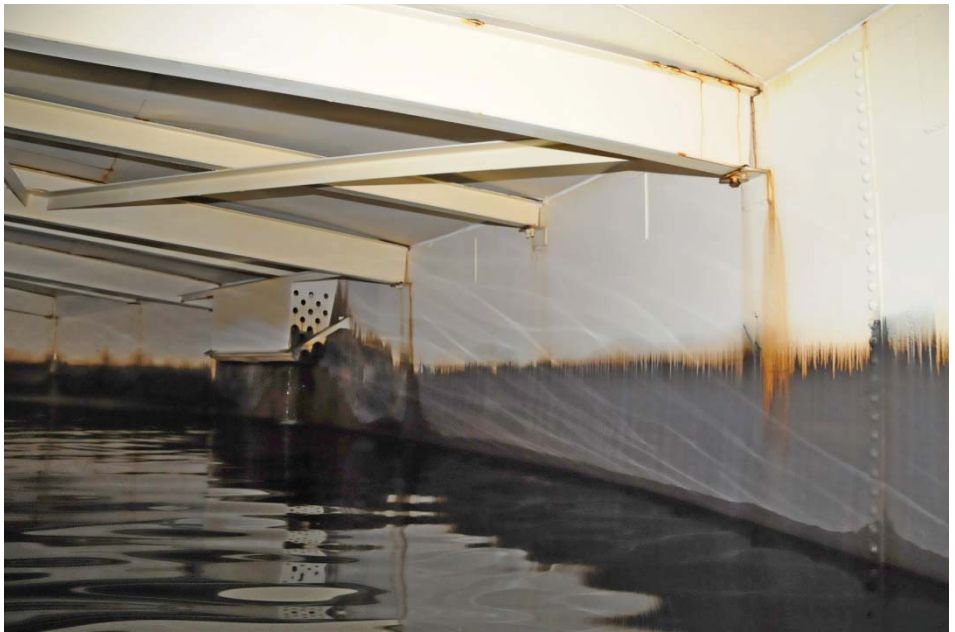
- I-27 View of the roof to shell transition, illustrating minor to moderate corrosion at the transition. Note generally good condition of the caulking in the void between the roof and shell.



- I-28 View of a portion of the shell, illustrating generally good condition of the coating system above the high water level and dark brown staining below.



- I-29 Same as Photo I-28, except a different portion of the shell.



- I-30 Close-up view of the shell, illustrating good condition of the coating system and dark brown staining and residue below the high water level.



- I-31 View of the inlet weir box, illustrating random minor corrosion on the weir support bracket and otherwise generally good condition of the coating system.



- I-32 Same as Photo I-31, except a closer view of the side of the weir.



- I-33 Same as Photos I-31 and I-32, except at the upper support bracket.



- I-34 View of the inlet penetration at the shell, illustrating minor corrosion on the interior of the pipe and adjacent shell.



- I-35 View of the overflow and vortex breaker plate, illustrating good condition of the coating system above the high water level and dark brown staining below the high water level.



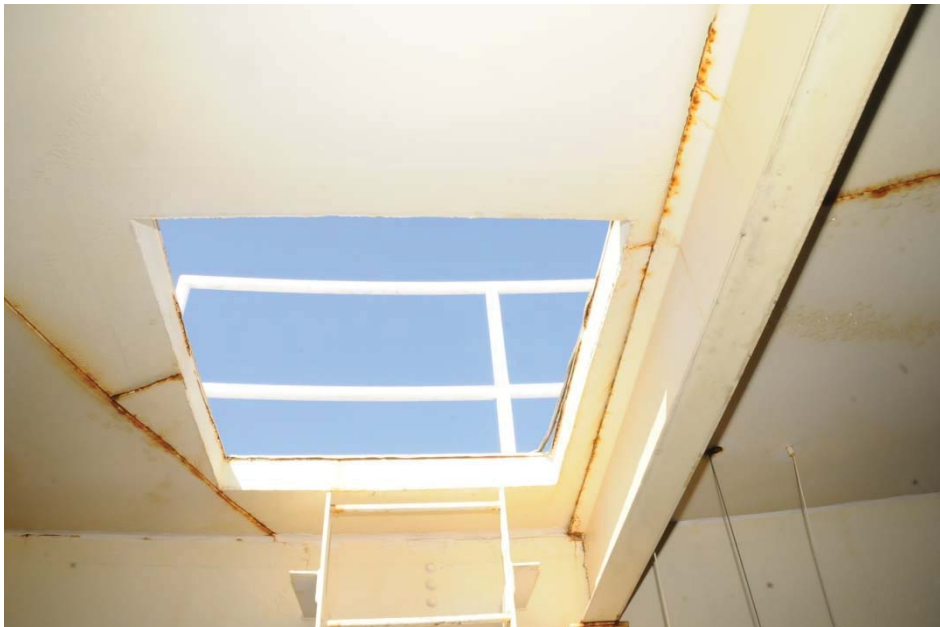
- I-36 View of the liquid level indicator (LLI) penetrations, illustrating minor corrosion at the penetrations and staining on the adjacent rafter and shell.



- I-37 View of the LLI float, illustrating generally good condition of the float and dark brown staining on the adjacent shell.



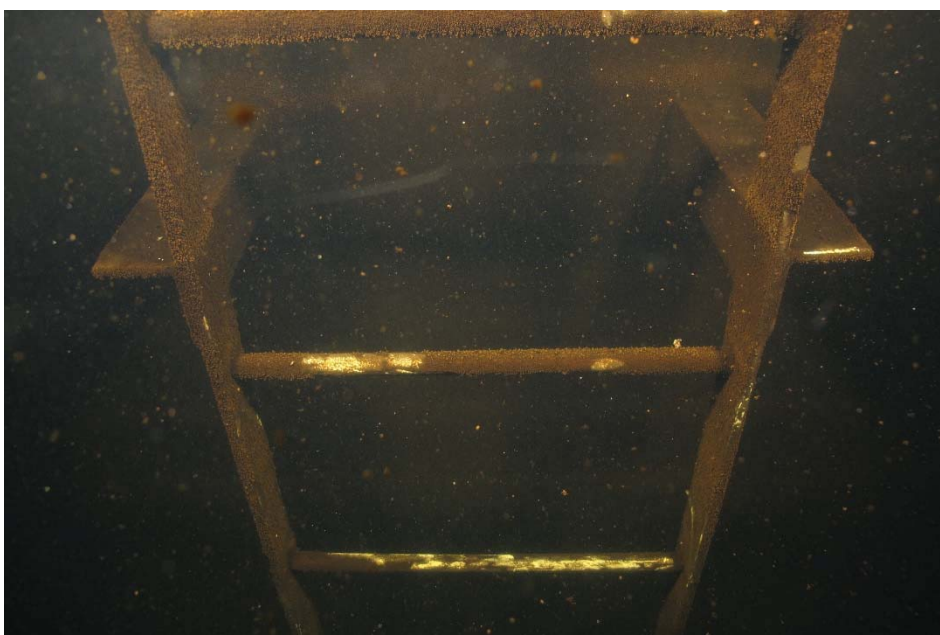
- I-38 View of the roof hatch, illustrating minor corrosion along the upper edge of the curb and staining on the adjacent roof lap joints and upper rafter flange.



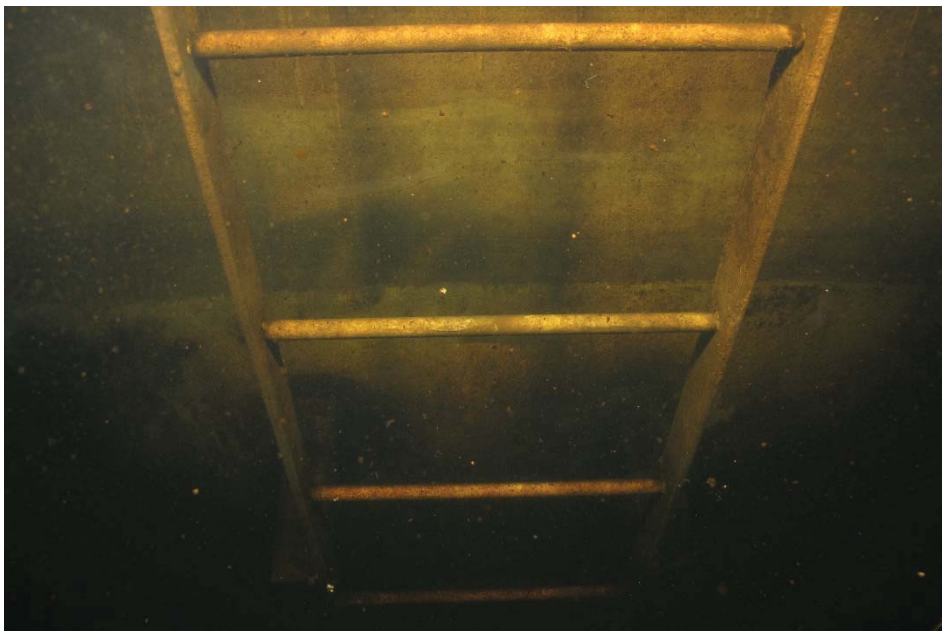
- I-39 View of the upper portion of the ladder, illustrating random spots of minor corrosion on the ladder.



- I-40 View of the ladder just below the waterline, illustrating generally good condition of the coating system as could be observed where the dark residue was wiped off the rungs.



- I-41 Same as Photo I-40, except further down the ladder. Note coating system appears to be in generally good condition.



- I-42 Same as Photos I-40 and I-41, except further down the ladder.



- I-43 View of the shell at an intersection of rivet runs, illustrating heavy residue clinging to the shell and rivets.



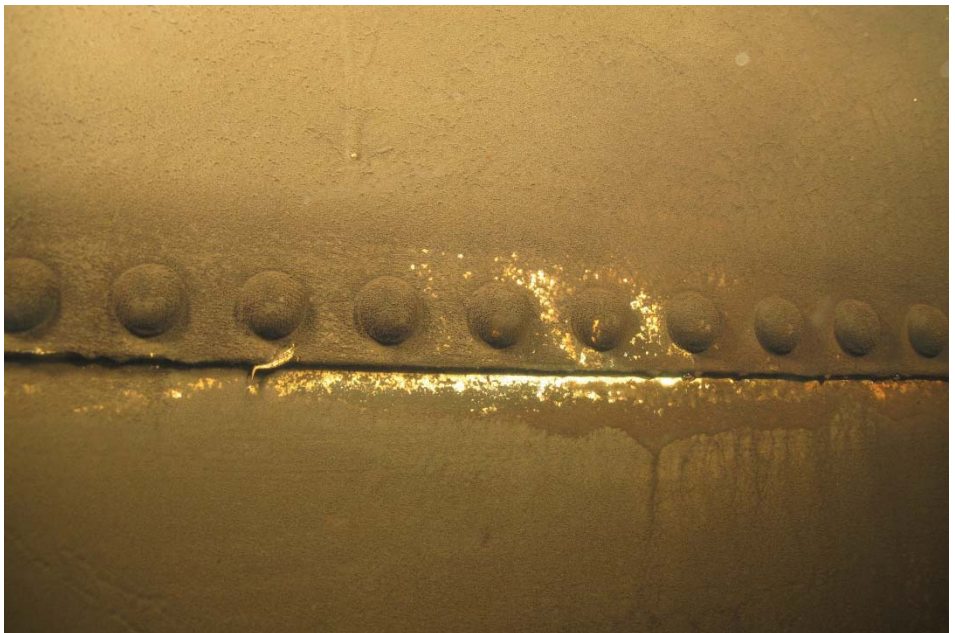
I-44 Same as Photo I-43, except in a different location.



I-45 Same as Photos I-43 and I-44, except in a different location. Note streaks of coating can be seen through the heavy residue in this location.



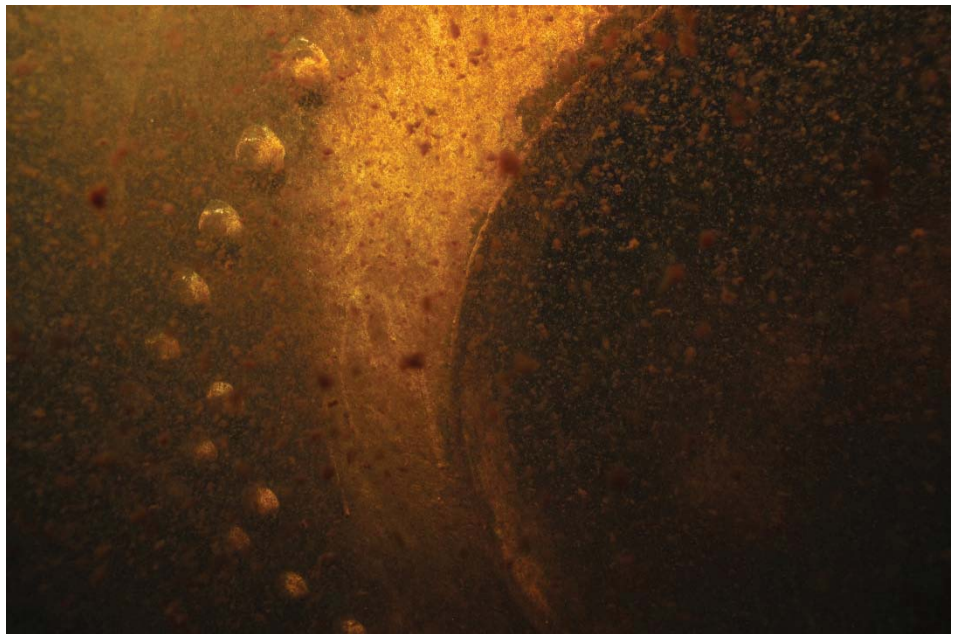
I-46 Same as Photos I-43 through I-45, except in a different location.



- I-47 Close-up view of the shell, illustrating generally good condition of the coating system in this location. Note coating patchwork above and below the rivet run.



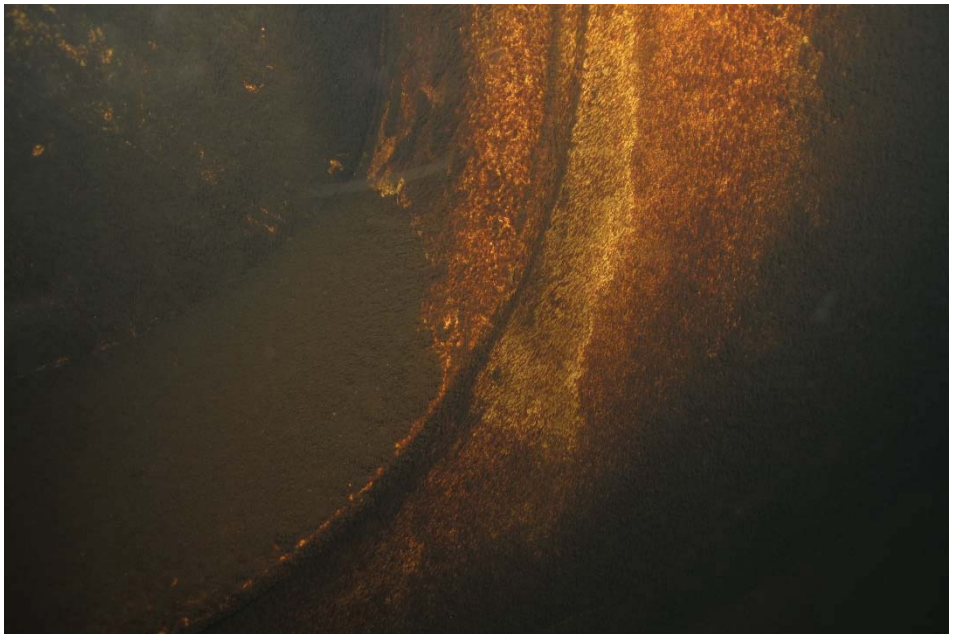
- I-48 View of the edge of a manhole, illustrating heavy sediment adhered to all surfaces. Note good condition of the coating system that can be seen along the edge of the manhole.



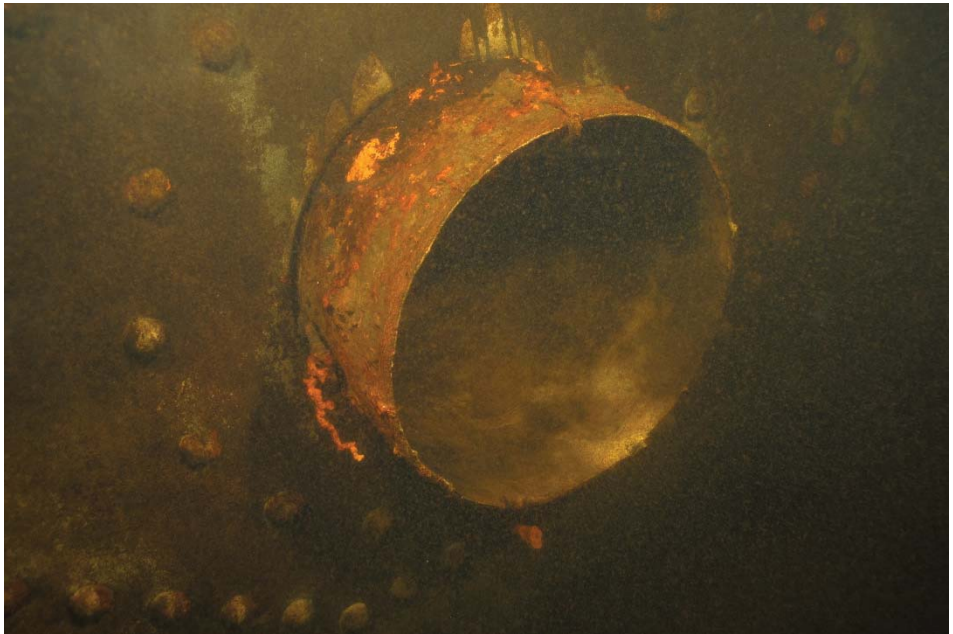
- I-49 Same as Photo I-48, except at the other manhole.



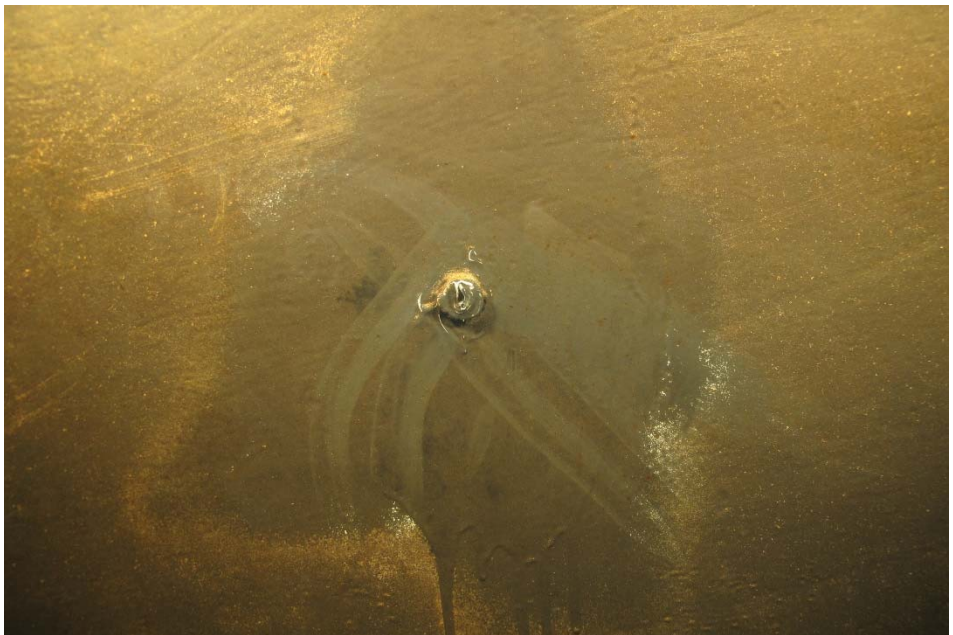
- I-50 Same as Photo I-49, except at the other side of the manhole. Note random coating patchwork around the manhole.



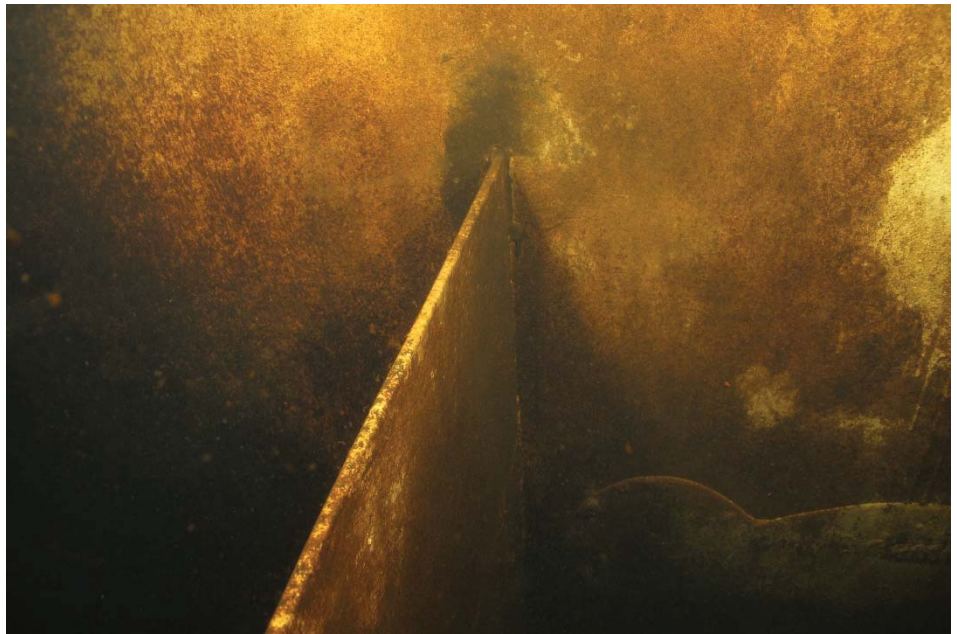
- I-51 View of an inlet/outlet, illustrating moderate corrosion on the exterior of the pipe.



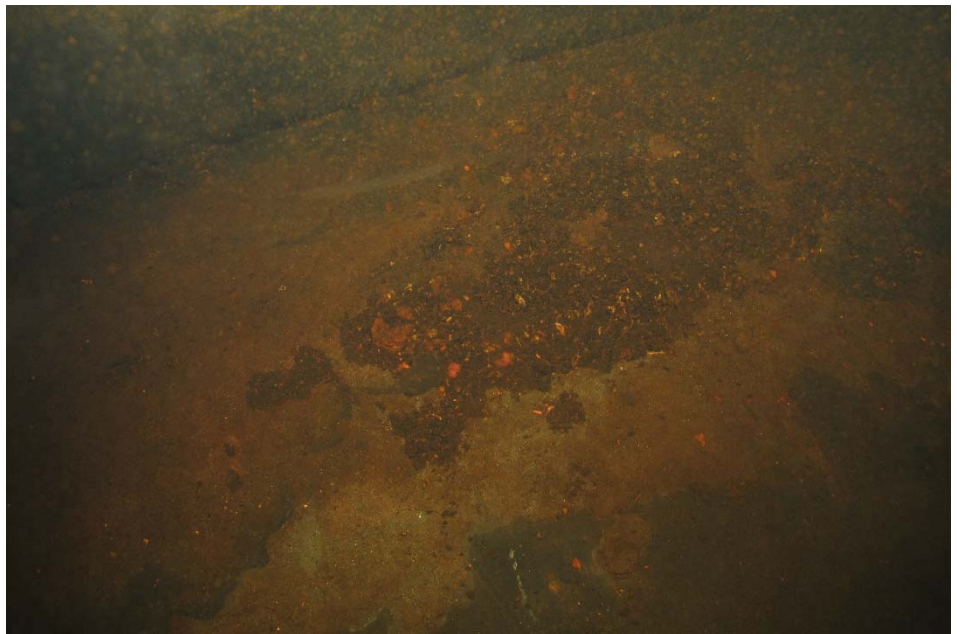
- I-52 View of a small diameter penetration, illustrating something clogging the penetration and generally good condition of the coating system on the adjacent surfaces.



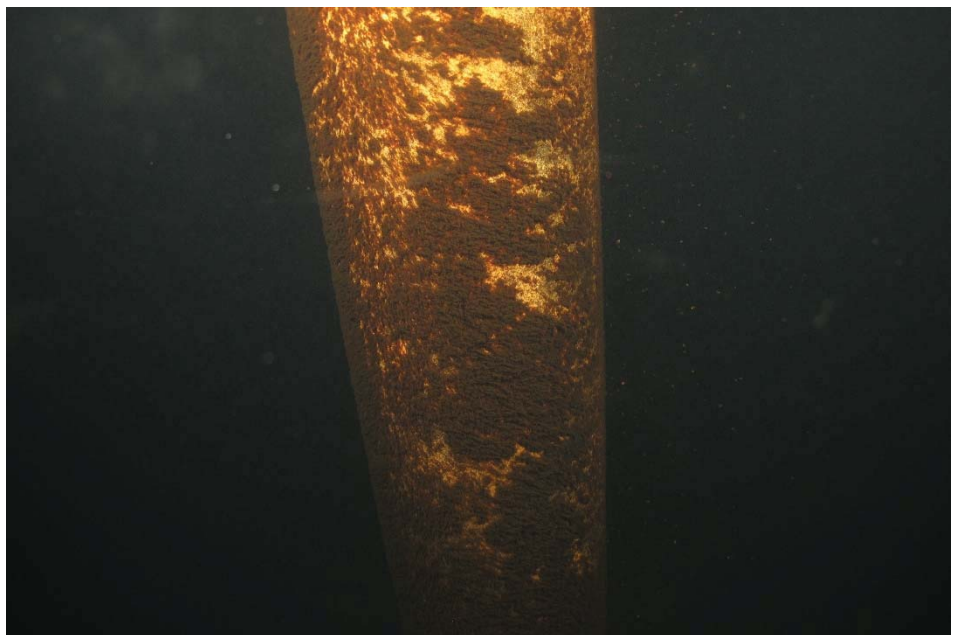
- I-53 View of a deflector plate for an inlet/outlet, illustrating generally good condition of the coating system as could be observed through the heavy residue adhered to the shell and deflector plate.



- I-54 View of the bottom at the interior of the inlet/outlet deflector plate, illustrating generally good condition of the coating system as could be observed through the sediment and debris on the bottom. Note bottom only visible inside the inlet/outlet deflector plate area.



- I-55 View of the column, illustrating generally good condition of the coating system as could be observed through the heavy residue adhered to the column.





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PHOTOGRAPHIC SURVEY

PROJECT: Corrosion Engineering Evaluation of Six Water Storage Reservoirs

STRUCTURE: Exterior of a 1.0 MG Welded Steel Water Storage Reservoir (Reservoir 2-2)

OWNER: City of Vernon

LOCATION: Vernon, California

PHOTOGRAPHED BY: Brandon Baxter, Engineering Technician

DATE: February 2020

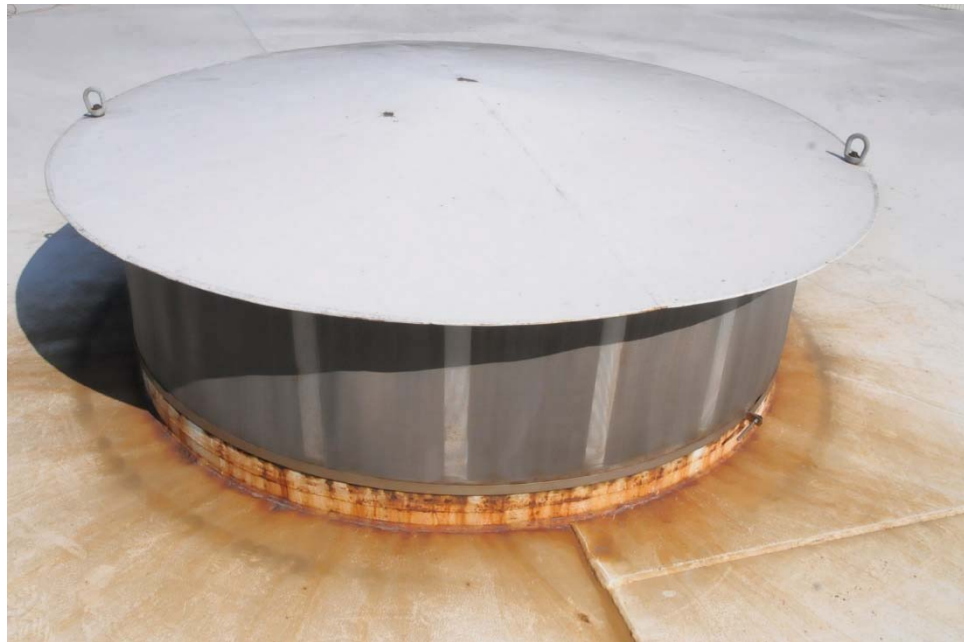
E-1 View of Reservoir 2-2, illustrating moderate oxidation and fading and otherwise generally fair condition of the paint system.



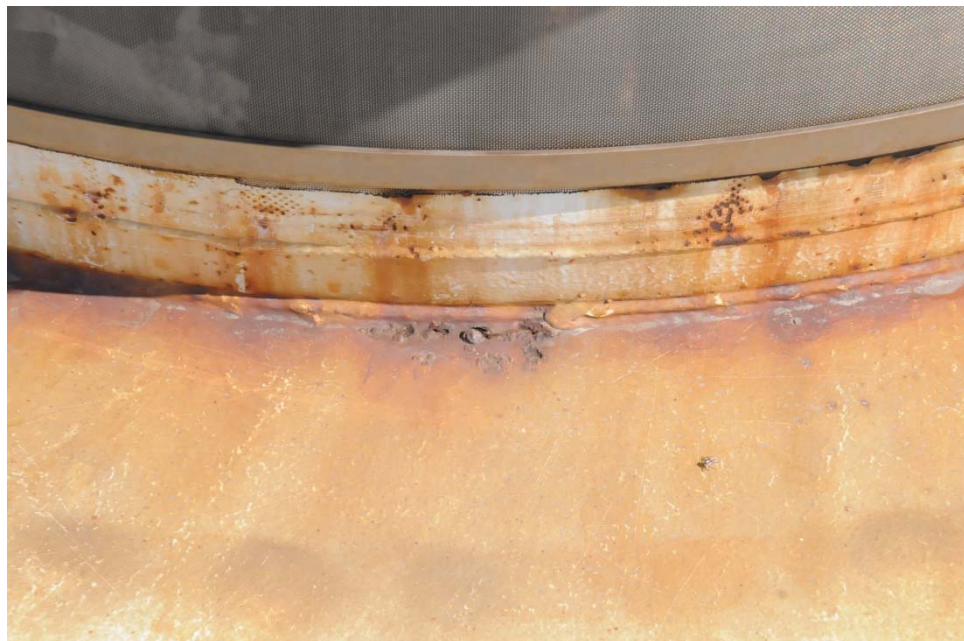
- E-2 View of the roof, illustrating moderate oxidation and fading and otherwise generally good condition of the paint system.



- E-3 View of the center vent, illustrating corrosion on the vent structure and staining on the adjacent roof plates.



- E-4 View of the base of the center vent neck, illustrating rust scale and staining along the lower neck and adjacent roof.



- E-5 Same as Photo E-4, except rust scale has been removed with a chisel. Note perforation where the rust scale was removed.



- E-6 Same as Photos E-4 and E-5, except in a different location.



- E-7 Same as Photos E-4 through E-6, except rust scale has been removed with a chisel. Note perforation where the rust scale was removed.



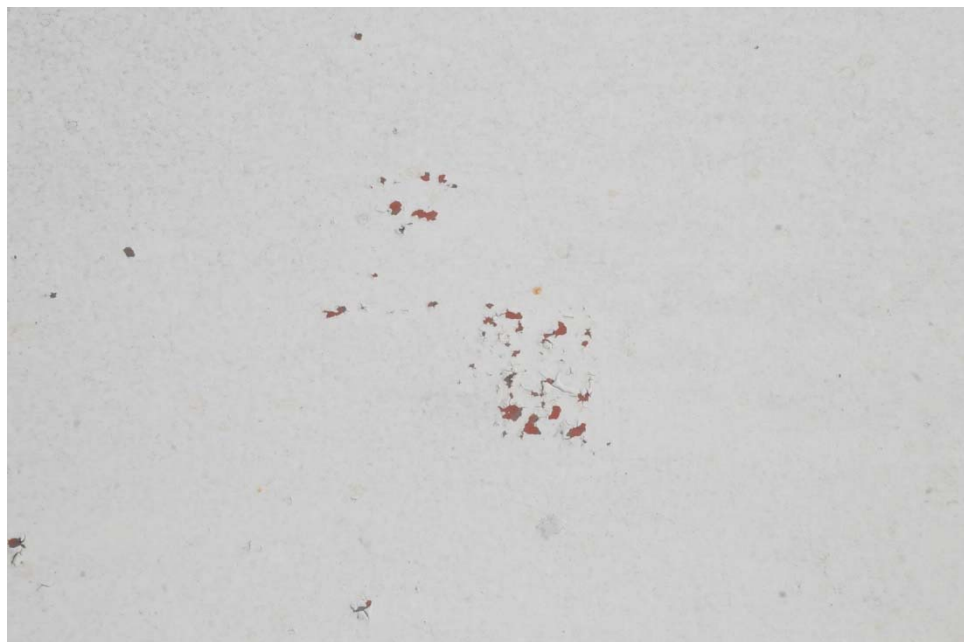
E-8 View of a portion of the roof, illustrating generally good condition of the paint system.



E-9 Same as Photo E-8, except a different portion of the roof.



E-10 View of the roof, illustrating cracked and delaminating paint with exposed red prime coat.



E-11 Same as Photo E-10, except in a different location.



E-12 Same as Photos E-10 and E-11, except near the edge of the roof.



E-13 Same as Photo E-12, except in a different location.



- E-14 View of the roof hatch/work area, illustrating generally good condition of the paint system.



- E-15 View of the liquid level indicator (LLI) piping, illustrating minor corrosion at the pipe threads and on the backside of the gauge board. Note delaminating paint on the adjacent roof surfaces.



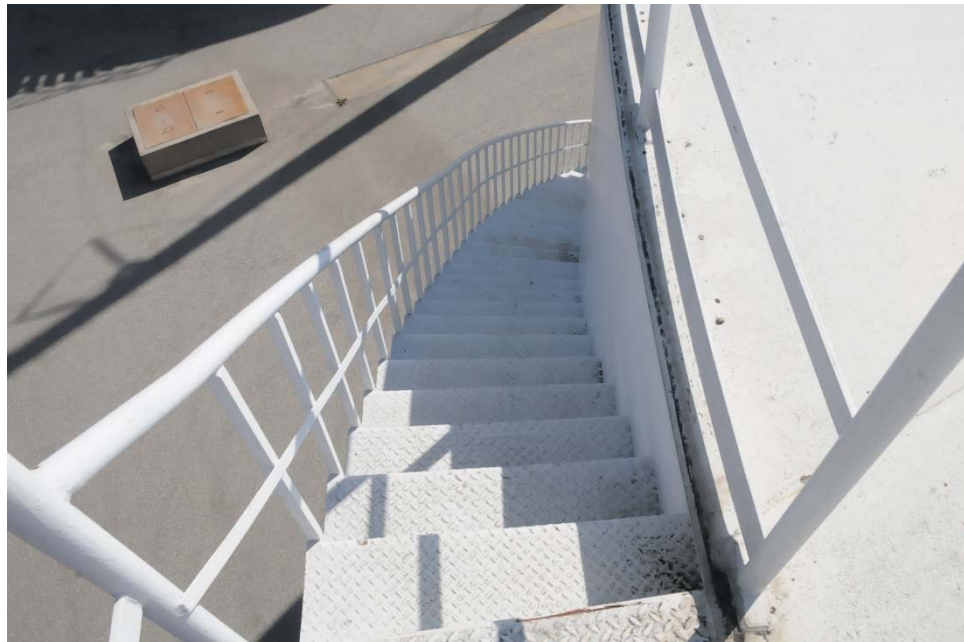
- E-16 View of the roof hatch, illustrating minor corrosion along the top edge of the hatch curb and upper portion of the interior ladder.



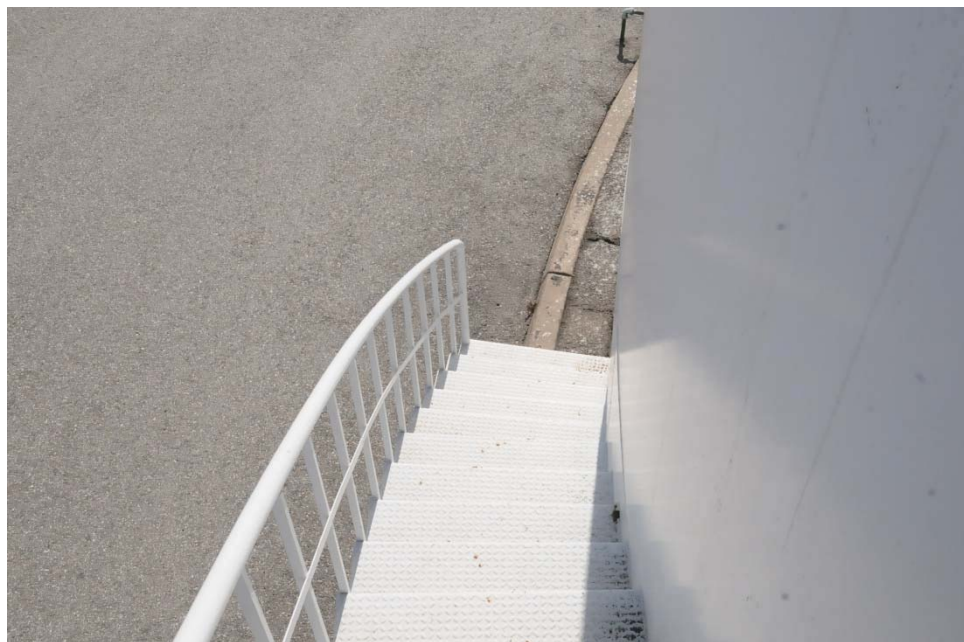
E-17 View of the stairway platform, illustrating random spots of delaminating paint.



E-18 View of the upper portion of the stairway, illustrating generally fair to good condition of the paint system.



E-19 Same as Photo E-18, except at the lower portion of the stairway.



- E-20 Close-up view of a stair tread at the shell, illustrating cracked and delaminating paint with moderate corrosion.



- E-21 View of the stairway, illustrating generally fair to good condition of the paint system on the stairway and adjacent shell.



- E-22 View of the underside of the upper portion of the stairway, illustrating moderate corrosion on the underside of the stairway platform.



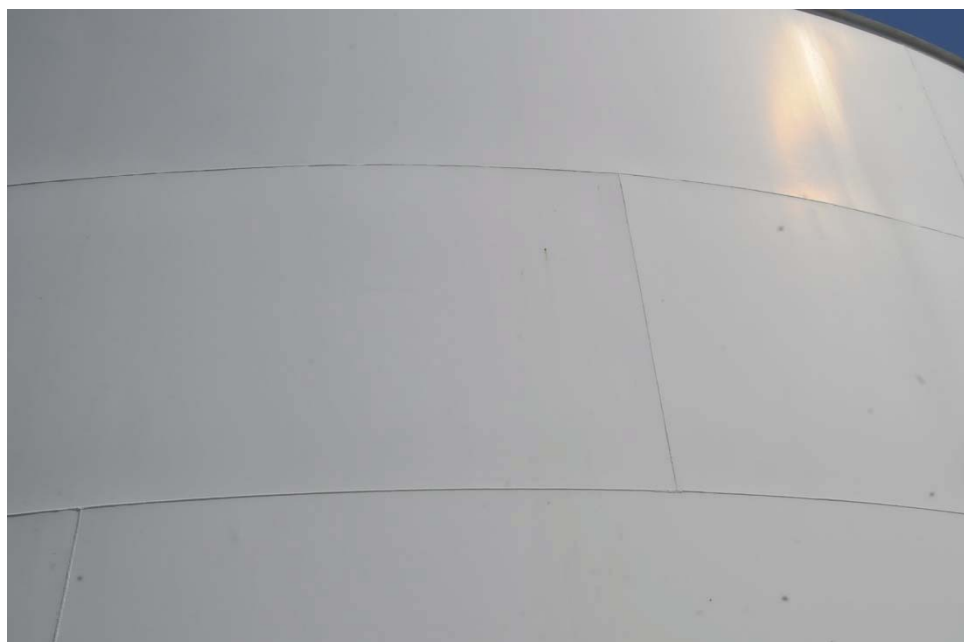
- E-23 View of the underside of the stairway, illustrating random areas of general corrosion.



- E-24 View of the underside of the top angle, illustrating random spots of minor corrosion.



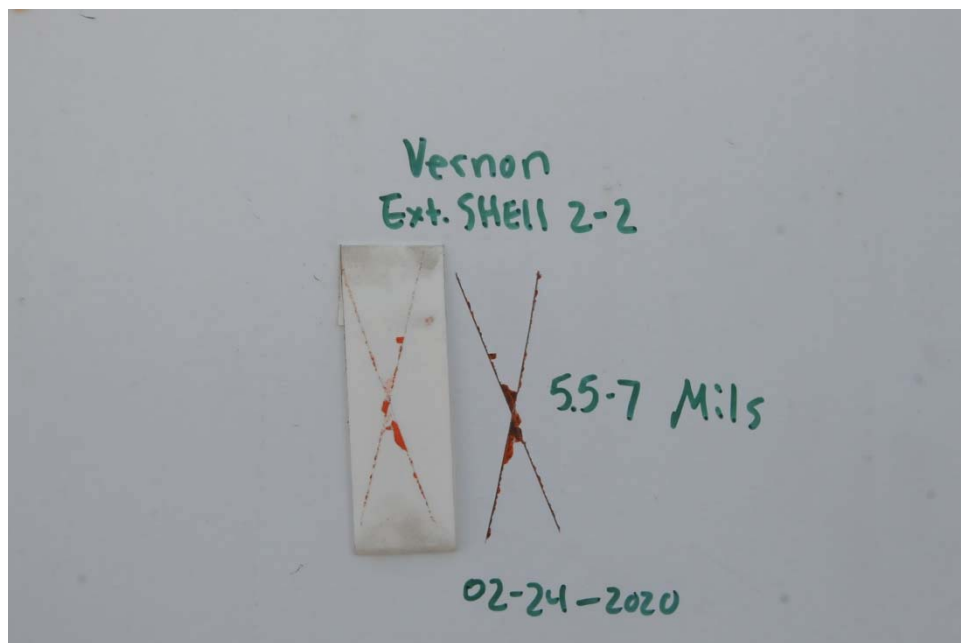
- E-25 View of a portion of the shell, illustrating random spots of mechanical damage with corrosion.



- E-26 View of the lower shell, illustrating a large area with spots of mechanical damage with corrosion.



- E-27 View of an adhesion test on the shell, illustrating the poor adhesion of the paint system.



- E-28 View of the primary manhole, illustrating corrosion at the nuts and bolts and perimeter of the adjacent identification (ID) plate. Note mechanical damage with corrosion on the adjacent shell surfaces.



- E-29 View of the ID plate, illustrating paint covering the plate and moderate corrosion along the perimeter.



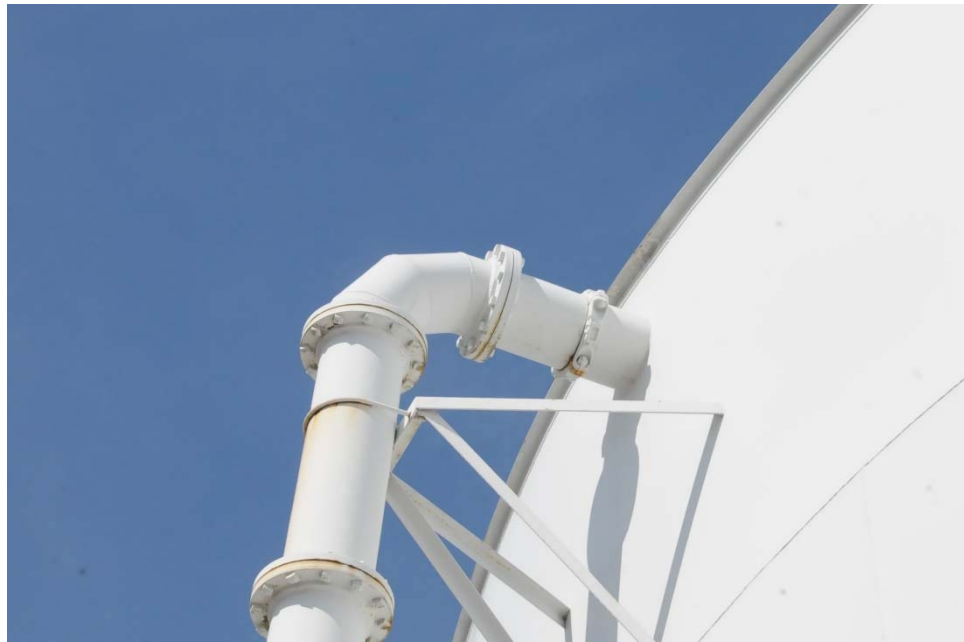
- E-30 View of the secondary manhole, illustrating mechanical damage with corrosion at the nuts and bolts, cover handles, and adjacent shell.



- E-31 Same as Photo E-30, except from a different angle. Note corrosion and staining at the void between the manhole cover and nozzle.



- E-32 View of the upper portion of the overflow, illustrating random corrosion at the nuts and bolts and flanges.



- E-33 Same as Photo E-32, except at the bottom of the overflow.



- E-34 Same as Photos E-32 and E-33, except a close-up view of the screening flange. Note pile of debris on the interior of the pipe.



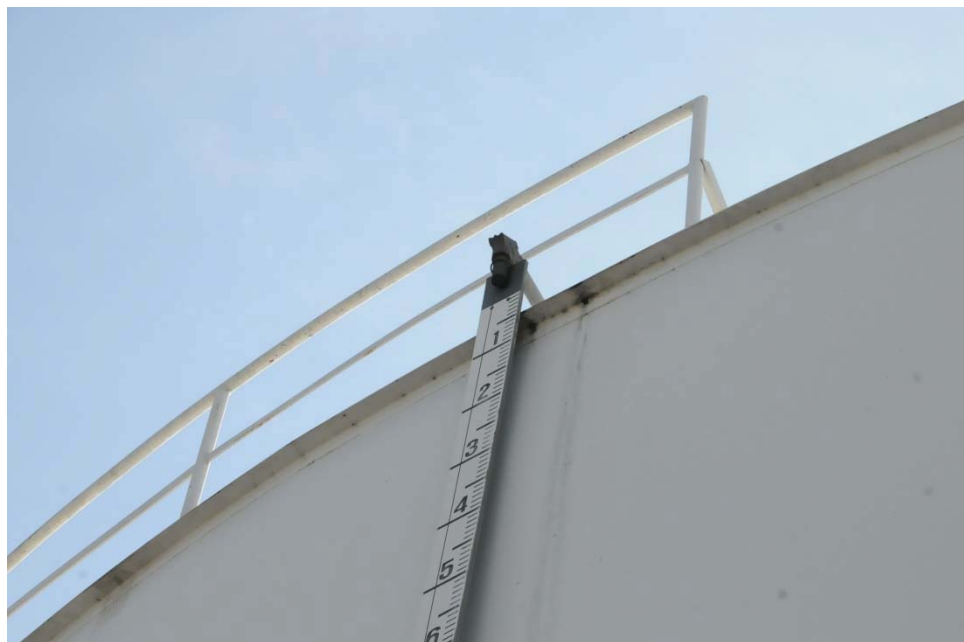
- E-35 View of the upper portion of the inlet, illustrating random corrosion on the nuts and bolts and flanges.



- E-36 View of the bottom of the inlet, illustrating random delamination at the bottom of the pipe and random spots of corrosion on the flange.



- E-37 View of the upper portion of the LLI gauge board, illustrating generally good condition of the board.



- E-38 Same as Photo E-37, except at the lower portion of the LLI gauge board. Note mechanical damage with corrosion on the adjacent shell.



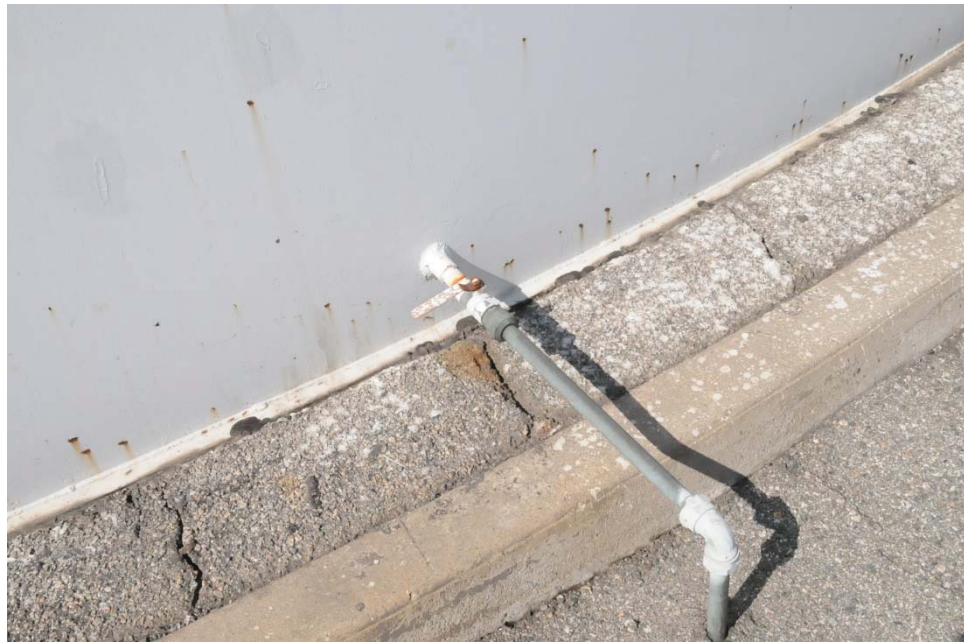
- E-39 View of an inlet/outlet, illustrating mechanical damage with corrosion.



- E-40 View of a sample tap, illustrating mechanical damage with corrosion on the adjacent shell.



- E-41 View of a small diameter penetration, illustrating minor corrosion on the valve and mechanical damage with corrosion on the adjacent shell.



- E-42 View of the lower shell, illustrating mechanical damage with corrosion.



- E-43 View of the bottom plate extension (BPE), illustrating minor corrosion along the edge of the BPE where the dirt and asphalt were scraped back.





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PHOTOGRAPHIC SURVEY

PROJECT: Corrosion Engineering Evaluation of Six Water Storage Reservoirs

STRUCTURE: Interior of a 1.0 MG Welded Steel Water Storage Reservoir (Reservoir 2-2)

OWNER: City of Vernon

LOCATION: Vernon, California

PHOTOGRAPHED BY: Brandon Baxter, Engineering Technician

DATE: February 2020

- I-1 View of the interior roof and structural members, illustrating random inspection marks and overall fair to good condition of the coating system.



- I-2 View of the center support structure, illustrating moderate corrosion at the nuts and bolts and heavy rust scale at the bottom of the vertical supports.



- I-3 View of the rafter ends at the center vent, illustrating random minor corrosion on the ends of the rafters.



- I-4 Same as Photo I-3, except from a different angle. Note moderate corrosion of the nuts and bolts securing the rafters to the support ring.



- I-5 Same as Photos I-3 and I-4, except from a different angle.



- I-6 View of the top of the support plate, illustrating heavy rust scale buildup at the bottom of the vertical supports.



- I-7 View of a portion of the roof, illustrating minor corrosion and staining along the roof lap joints and random upper rafter flanges. Note brown inspection marks on the sides of the rafters.



- I-8 Same as Photo I-7,
except a different portion
of the roof.



- I-9 Close-up view of a
rafter, illustrating good
condition of the coating
system in this area.



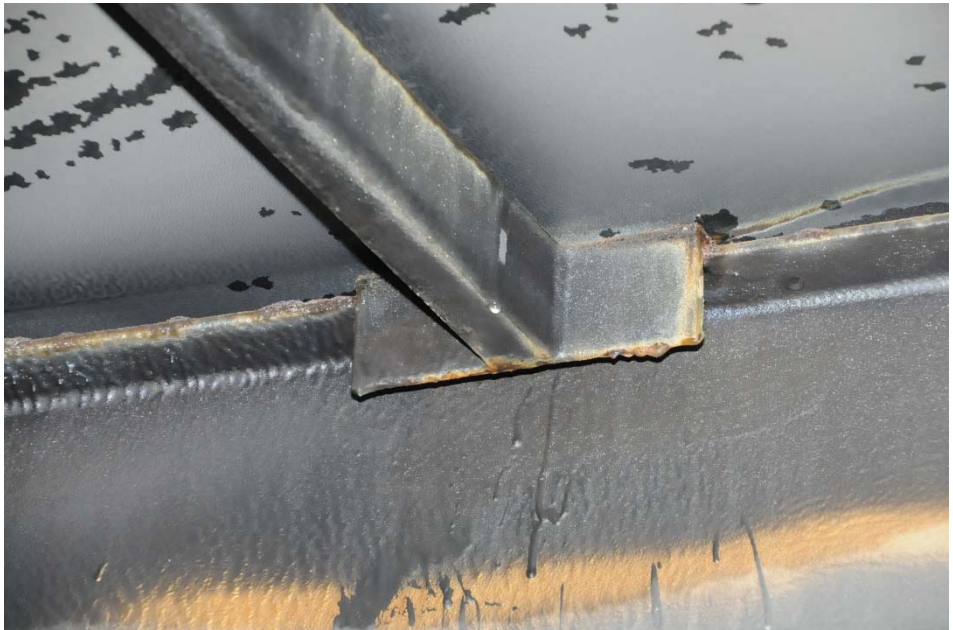
- I-10 Close-up view of a rafter
at the top flange,
illustrating rust scale
buildup on the topside of
the flange.



- I-11 View of a jack rafter to lateral support brace, illustrating minor corrosion along the top of the lateral support and adjacent upper rafter flanges.



- I-12 View of a lateral support to rafter connection, illustrating corrosion along the edges of the angle bracket and top flange of the rafter.



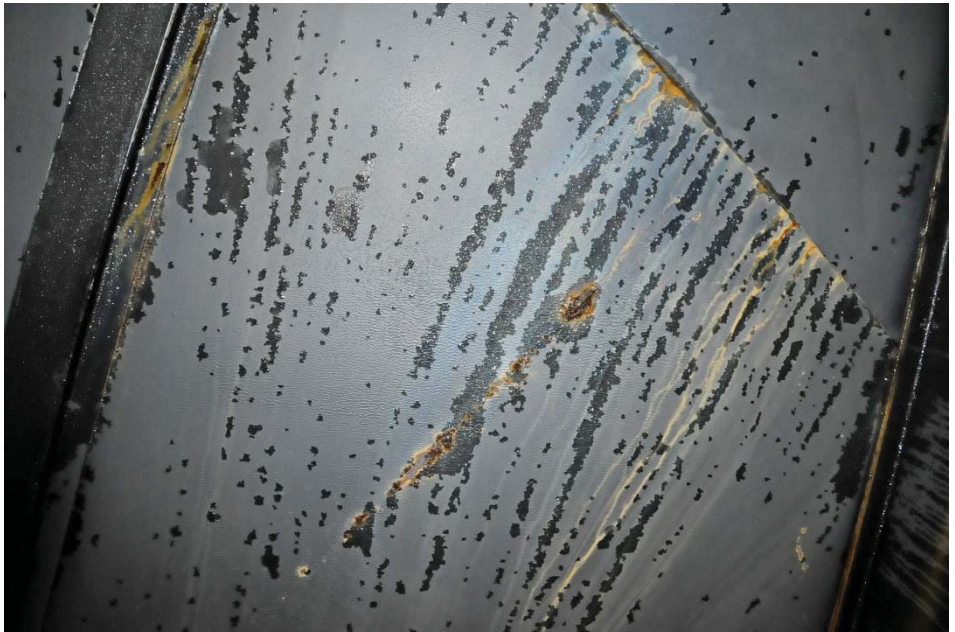
- I-13 View of the roof, illustrating minor corrosion along the roof lap joints and rafter flanges.



- I-14 Same as Photo I-13, except in a different location. Note areas of corrosion on adjacent roof plate.



- I-15 Same as Photos I-13 and I-14, except in a different location.



- I-16 View of a rafter to shell connection, illustrating minor corrosion along the upper rafter flange.



- I-17 Same as Photo I-16,
except from the opposite
side of a connection.



- I-18 Same as Photos I-16 and
I-17, except at a smaller
jack rafter connection.



- I-19 Same as Photo I-18,
except from the opposite
side of a jack rafter
connection.



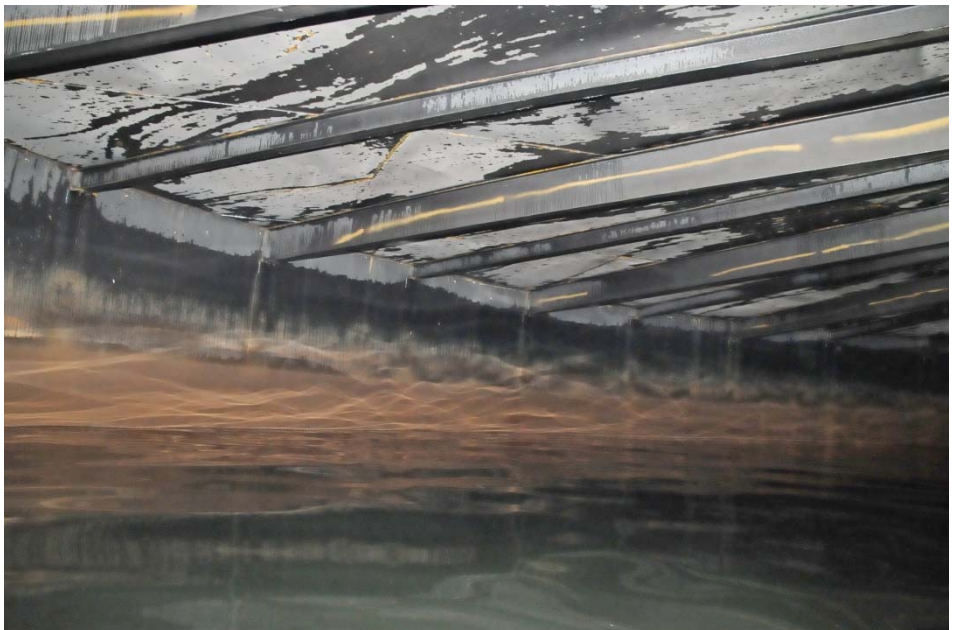
- I-20 View of the roof to shell transition, illustrating minor corrosion along the transition.



- I-21 View of a portion of the shell, illustrating brown staining in the water fluctuation zone.



- I-22 Same as Photo I-21, except a different portion of the shell.



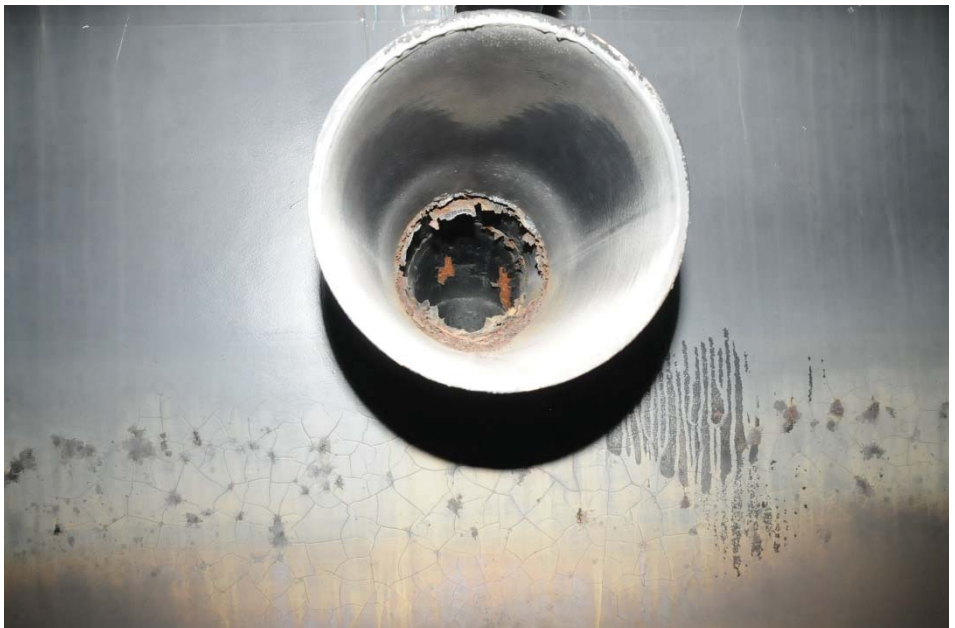
- I-23 Close-up view of the shell, illustrating cracking of the coating system.



- I-24 View of the overflow, illustrating moderate to severe corrosion on the interior of the pipe at the welds. Note cracked coating on adjacent shell surfaces.



- I-25 Same as Photo I-24, except from a different angle. Note delaminating coating on the interior elbow.



I-26 View of the inlet weir box, illustrating staining on the weir box and adjacent shell.



I-27 Same as Photo I-26, except from a different angle.



I-28 View of an angle supporting the weir box between rafters, illustrating generally good condition of the coating system.



- I-29 View of the liquid level indicator (LLI) guide wire penetrations, illustrating minor to moderate corrosion at the penetrations and along the adjacent rafter flange.



- I-30 View of the LLI float, illustrating staining and debris adhering to the float.



- I-31 View of the roof hatch, illustrating minor corrosion along a roof lap joint and the adjacent rafter flange.



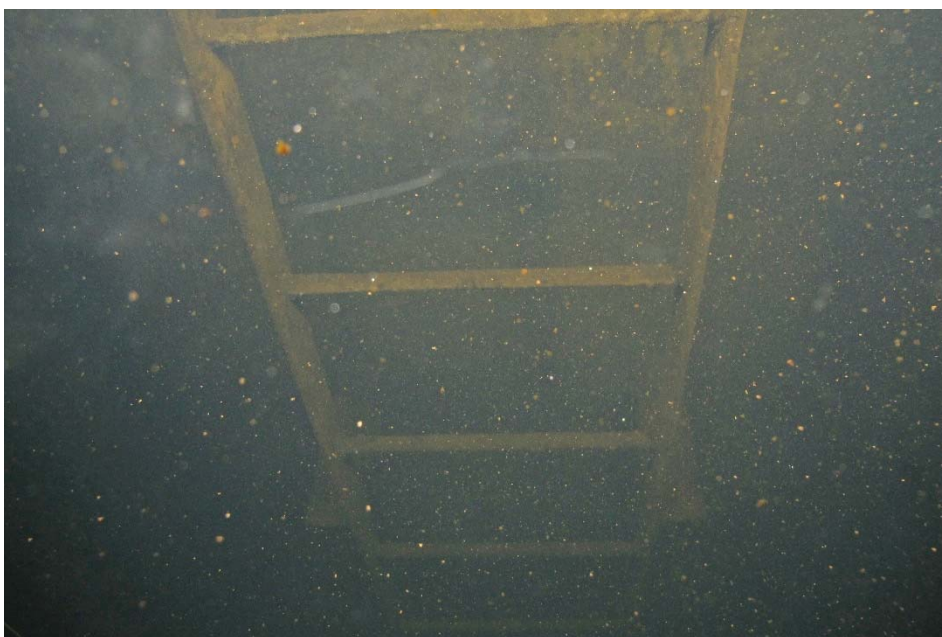
I-32 View of the upper portion of the ladder, illustrating brown staining on the ladder and shell in the water fluctuation zone.



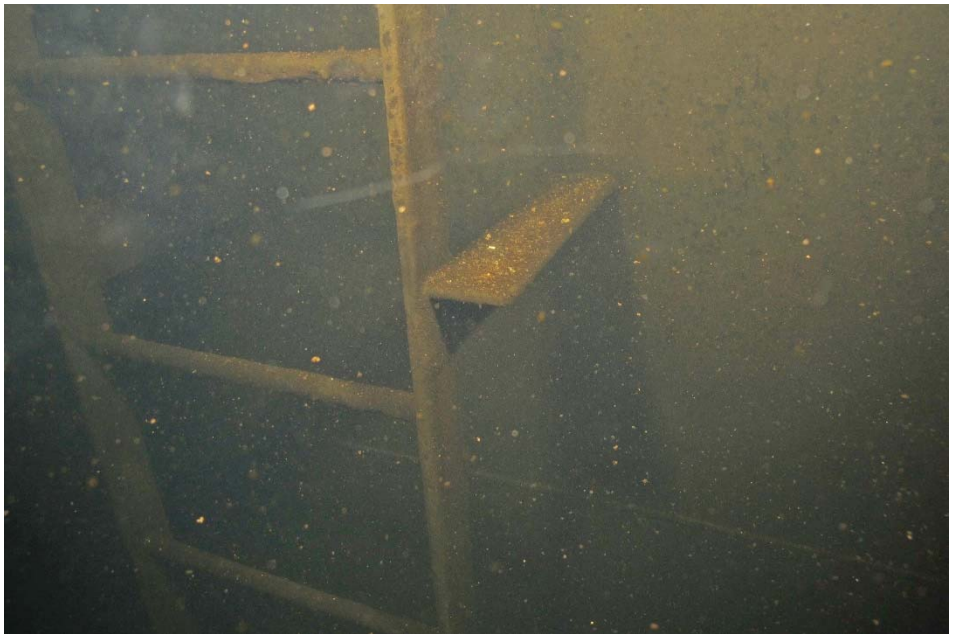
I-33 View of the ladder just below the waterline, illustrating brown staining on the ladder and poor visibility due to contaminants in the water.



I-34 Same as Photo I-33, except further down the ladder.



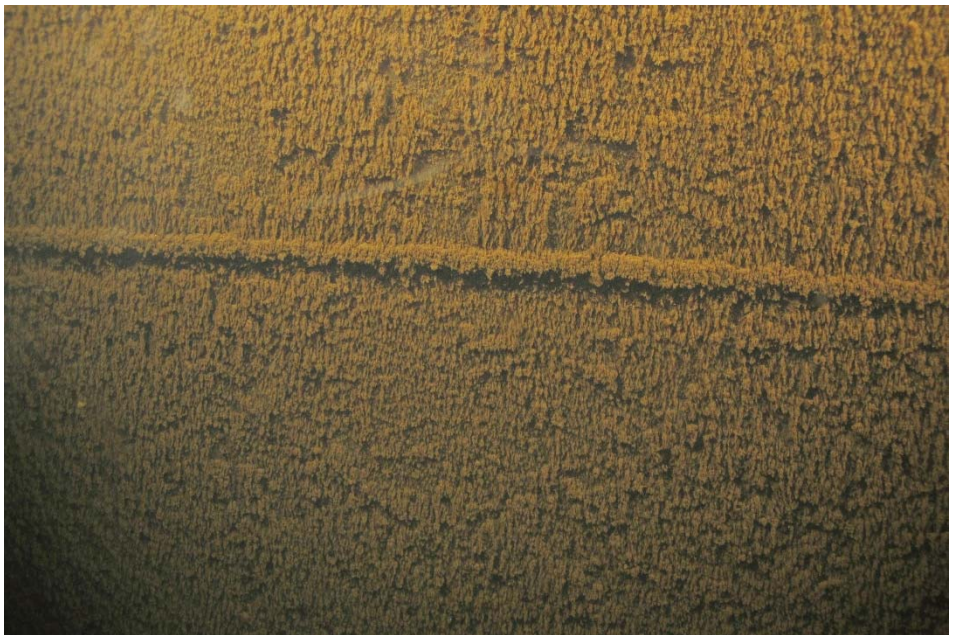
- I-35 Same as Photos I-33 and I-34, except further down the ladder. Note coating system appears to be in generally good condition on the ladder, stand-off bracket, and adjacent shell.



- I-36 View of the shell, illustrating heavy residue clinging to the shell.



- I-37 Same as Photo I-36, except in a different location.



- I-38 Same as Photos I-36 and I-37, except in a different location.



- I-39 Same as Photos I-36 through I-38, except in a different location. Note residue is lighter in this location and coating can be seen through the residue.



- I-40 View of a manhole, illustrating corrosion on the manhole cover and possibly along the lower edge of the stiffener ring.



- I-41 Same as Photo I-40, except at the other side of the manhole. Note blistering and/or corrosion through the residue along the edge of the stiffener ring.



- I-42 View of the other manhole and the adjacent shell, illustrating random corrosion on the lower portion of the stiffener ring and on the shell on the right side of the stiffener ring.



- I-43 Same as Photo I-42, except a close-up view of the left side of the stiffener ring.



- I-44 View of a sample tap, illustrating corrosion at the penetration and heavy residue on the adjacent shell.



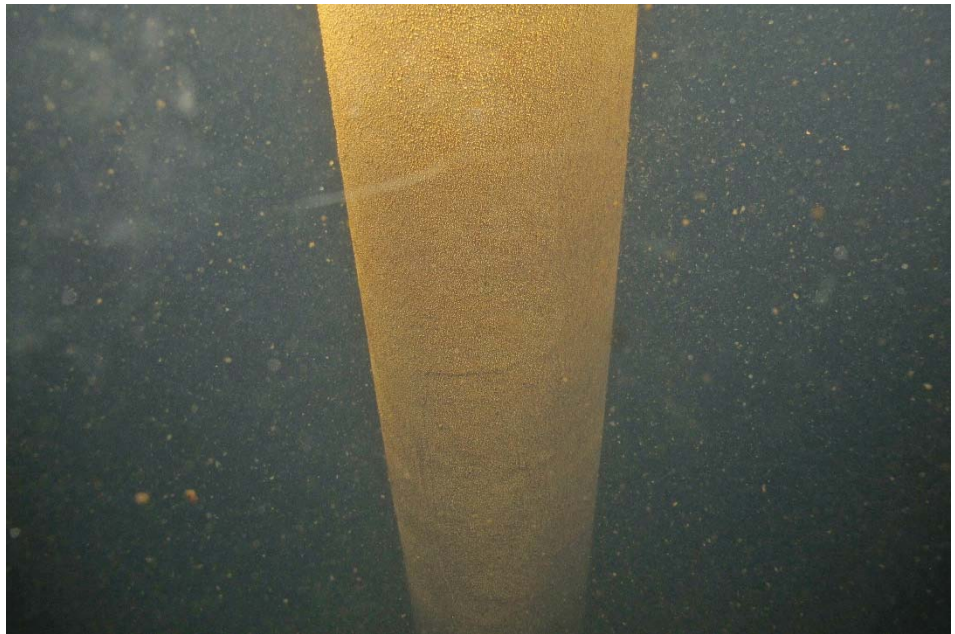
- I-45 View of the inlet/outlet deflector plate, illustrating generally good condition of the coating system that can be seen without the heavy residue.



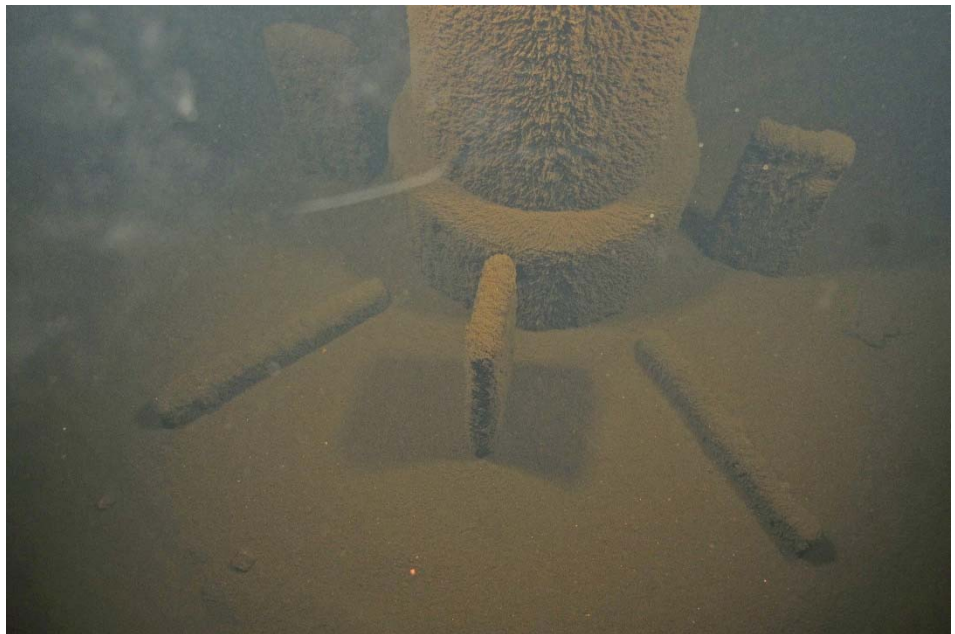
- I-46 View of the top edge of the deflector plate in a different location, illustrating random spots of corrosion.



- I-47 View of the column, illustrating generally good condition of the coating system as could be observed through the light residue clinging to the column.



- I-48 View of the column base, illustrating heavy residue clinging to the column and retainer clips and heavy sediment on the bottom surfaces.



- I-49 View of the bottom, illustrating a thick layer of sediment. Note possible corrosion in lighter areas.





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PHOTOGRAPHIC SURVEY

PROJECT: Corrosion Engineering Evaluation of Six Water Storage Reservoirs

STRUCTURE: Exterior of a 1.0 MG Welded Steel Water Storage Reservoir (Reservoir 2-3)

OWNER: City of Vernon

LOCATION: Vernon, California

PHOTOGRAPHED BY: David Ashton, Engineering Technician

DATE: February 2020

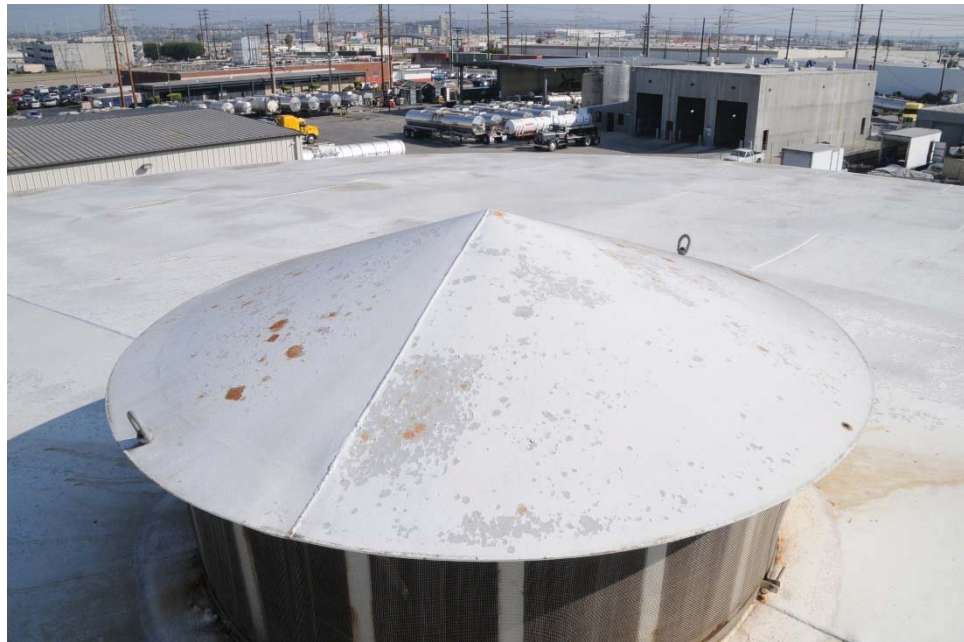
E-1 View of the exterior of Reservoir 2-3, illustrating moderate oxidation and fading and otherwise good condition of the paint system.



- E-2 View of the roof, illustrating delamination of the topcoats. Note pattern of delamination is perpendicular to the length of the roof plates.



- E-3 View of the center vent cover, illustrating delamination of the paint system and random spots of corrosion at delaminating areas.



- E-4 View of the underside of the center vent cover, illustrating random spots of corrosion on the underside of the cover and adjacent vent support structure.



- E-5 View of the base of the center vent neck, illustrating cracked paint and corrosion. Note touch-up paint appears to be present in this area.



- E-6 Same as Photo E-5, except rust scale has been removed with a chisel. Note deep pitting and a small hole in the roof plate.



- E-7 Same as Photos E-5 and E-6, except in a different location.



E-8 View of a portion of the roof, illustrating severe delamination of the topcoats.



E-9 Same as Photo E-8, except a different portion of the roof. Note areas of minor corrosion at random delaminating areas.



E-10 Same as Photo E-9, except a close-up view of one of the areas of corrosion.



- E-11 View of the perimeter of the roof, illustrating areas of ponding water, dirt, and delamination along the edge of the roof.



- E-12 View of the roof hatch/work area, illustrating delamination of the paint system on the roof plates.



- E-13 View of the liquid level indicator (LLI) piping, illustrating minor corrosion on the pipes, pipe threads, and adjacent roof.



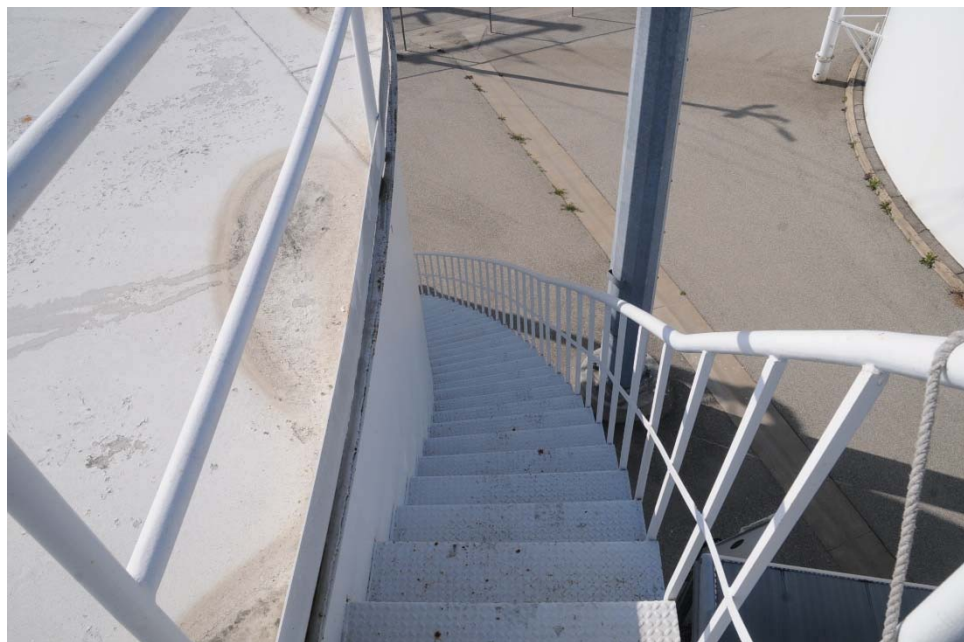
E-14 View of the roof hatch, illustrating minor corrosion at the edge of the hatch curb.



E-15 View of the stairway platform, illustrating random minor spots of corrosion on the platform and guardrailing.



E-16 View of a portion of the stairway, illustrating mechanical damage with corrosion on the stair treads.



E-17 Same as Photo E-16, except further down the stairway.



E-18 Same as Photos E-16 and E-17, except from a different angle.



E-19 View of the upper portion of the shell, LLI gauge board, and stairway, illustrating corrosion on the underside of the platform and generally good condition of the shell and LLI gauge board.



- E-20 View of the top angle, illustrating random spots of corrosion along the edge of the top angle.



- E-21 View of a portion of the shell, illustrating overall good condition of the paint system.



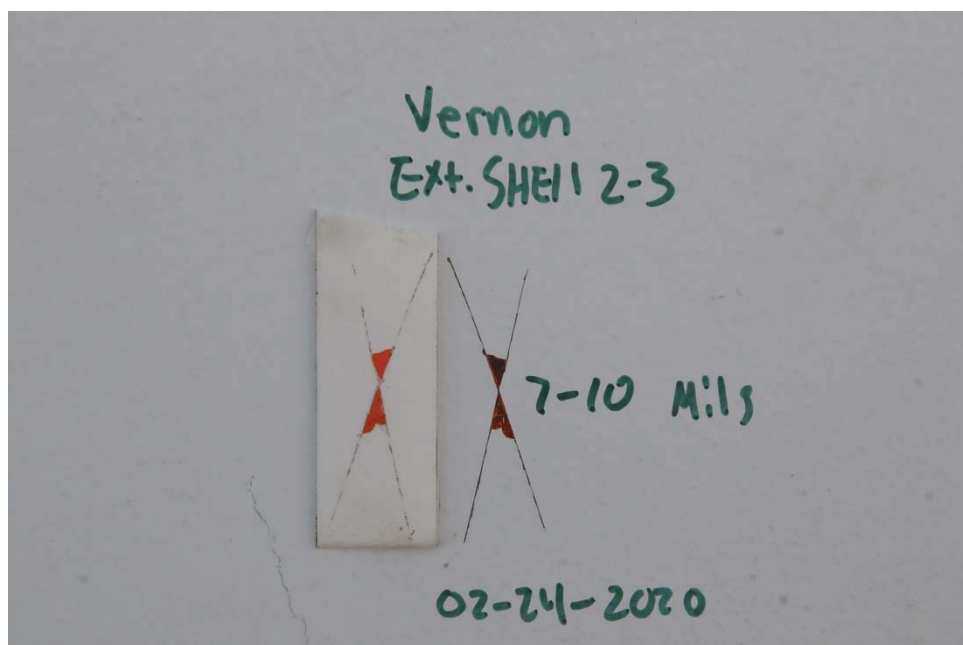
- E-22 Same as Photo E-21, except a different portion of the shell. Note isolated spots of mechanical damage with corrosion.



- E-23 Close-up view of the shell, illustrating corrosion along a horizontal weld.



- E-24 View of an adhesion test on the shell, illustrating the poor adhesion of the paint system.



- E-25 View of a manhole, illustrating mechanical damage with corrosion on the nuts and bolts and handles.



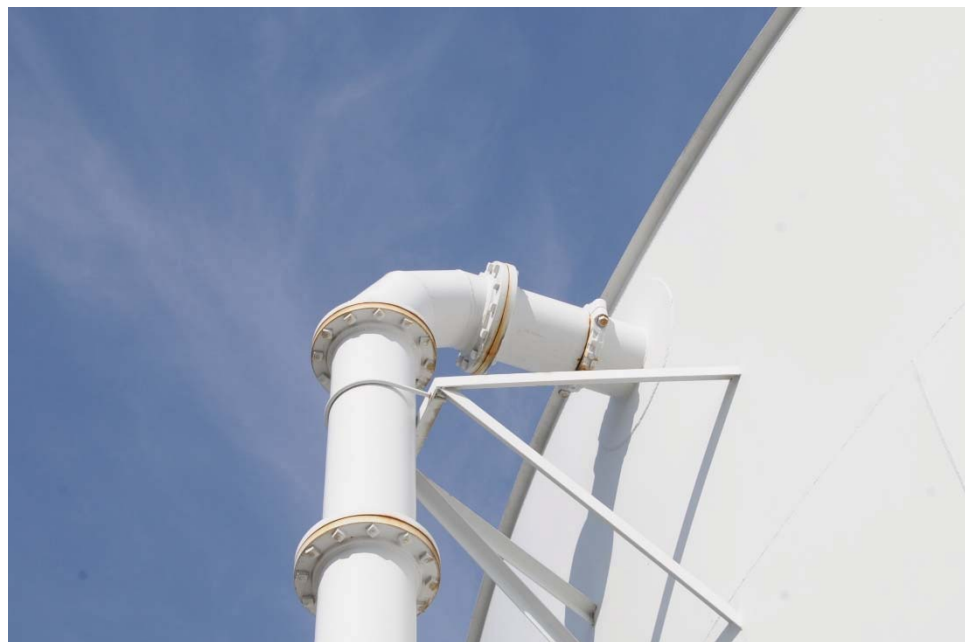
- E-26 View of the identification plate, illustrating corrosion at the perimeter of the plate.



- E-27 Same as Photo E-25, except at the other manhole.



- E-28 View of the overflow, illustrating corrosion at the nuts and bolts and flanged connections.



- E-29 Same as Photo E-28, except at the bottom of the overflow.



- E-30 Same as Photos E-28 and E-29, except a close-up view of the screened opening. Note pile of debris inside the pipe.



- E-31 View of the inlet, illustrating corrosion at the nuts and bolts and flanged connections.



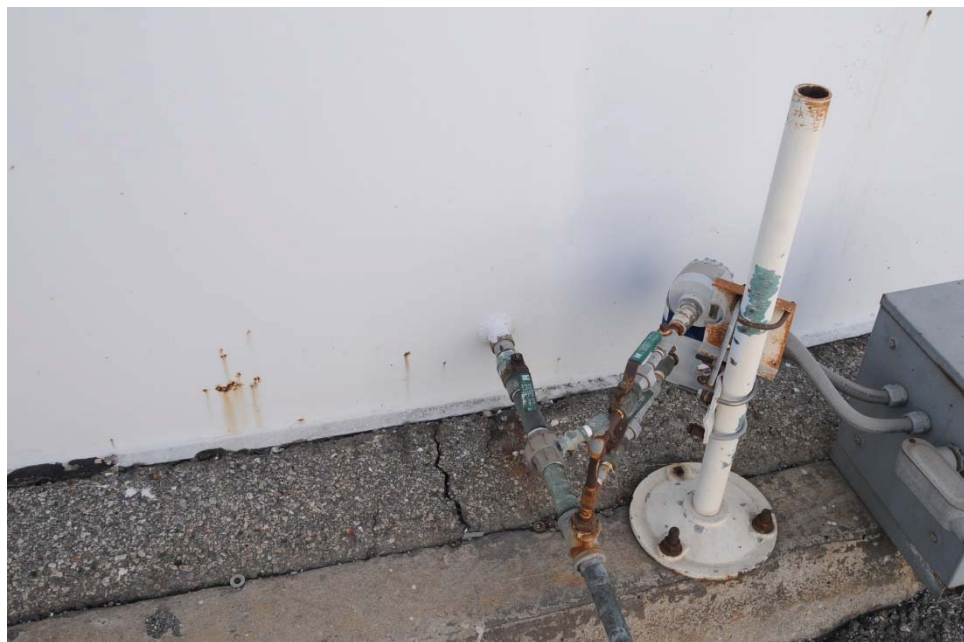
- E-32 Same as Photo E-31, except at the bottom of the inlet pipe. Note mechanical damage with corrosion on the pipe.



- E-33 View of an inlet/outlet, illustrating mechanical damage with corrosion at the valve, flanges, and adjacent shell.



- E-34 View of a small diameter penetration, illustrating minor corrosion on the piping and adjacent shell.



- E-35 View of a sample tap, illustrating generally good condition of the valve and staining running down the adjacent shell.



- E-36 View of the lower shell and bottom plate extension (BPE), illustrating asphalt randomly covering the BPE.



- E-37 Same as Photo E-36, except in a different location. Note mechanical damage with corrosion and staining.





HARPER & ASSOCIATES ENGINEERING, INC.

CONSULTING ENGINEERS

1240 E. Ontario Ave., Ste. 102-312, Corona, CA 92881-8671
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PHOTOGRAPHIC SURVEY

PROJECT: Corrosion Engineering Evaluation of Six Water Storage Reservoirs

STRUCTURE: Interior of a 1.0 MG Welded Steel Water Storage Reservoir (Reservoir 2-3)

OWNER: City of Vernon

LOCATION: Vernon, California

PHOTOGRAPHED BY: David Ashton, Engineering Technician

DATE: February 2020

- I-1 View of the interior roof and structural members, illustrating random minor corrosion at lateral support braces and otherwise generally good condition of the coating system.



- I-2 View of the center support structure, illustrating generally good condition of the coating system.



- I-3 Same as Photo I-2, except a closer view. Note random corrosion at the rafter ends.



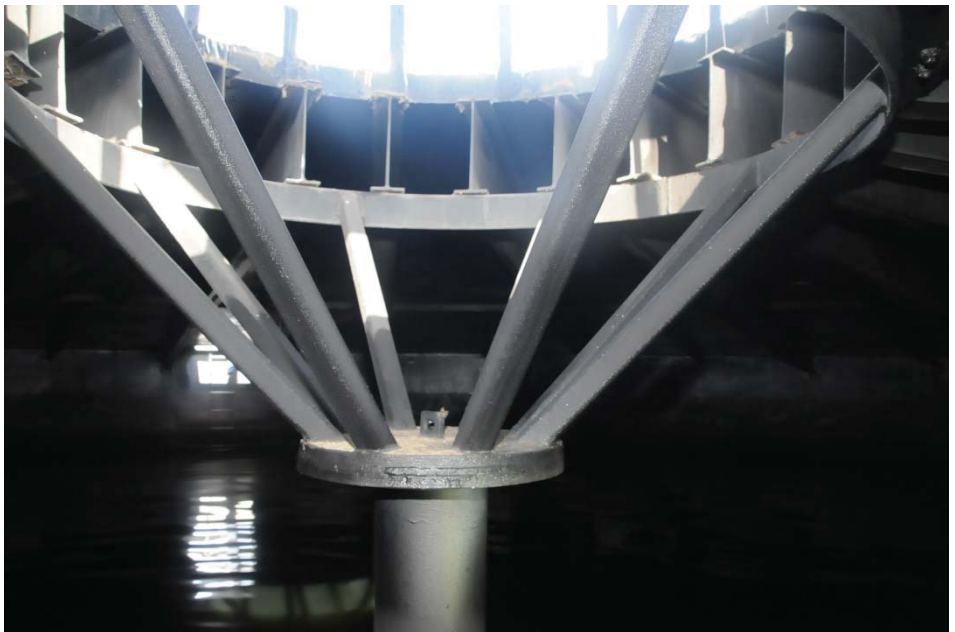
- I-4 Close-up view of rafter ends, illustrating moderate to severe corrosion at the rafter ends and adjacent vent structure.



- I-5 Same as Photo I-4,
except from a different
angle.



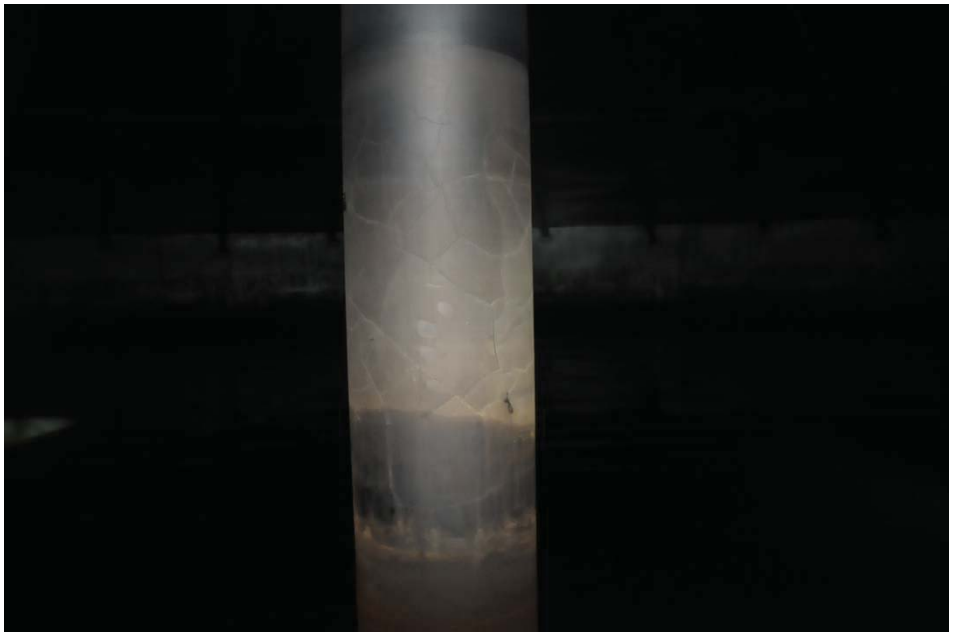
- I-6 View of the lower
portion of the center
support structure,
illustrating generally
good condition of the
coating system.



- I-7 Same as Photo I-6,
except a close-up view
of the support plate.



- I-8 View of the column, illustrating cracked coating.



- I-9 View of a portion of the roof, illustrating random minor corrosion along upper rafter flanges and roof lap joints and otherwise generally good condition of the coating system.



- I-10 View of a jack rafter and lateral support, illustrating generally good condition of the coating system. Note minor corrosion at the adjacent roof lap joint.



- I-11 Same as Photo I-10, except a closer view of a jack rafter to lateral brace connection.



- I-12 View of the roof and rafters, illustrating generally good condition of the coating system.



- I-13 View of the roof, illustrating moderate corrosion along a roof lap joint and light staining on the adjacent roof plates.



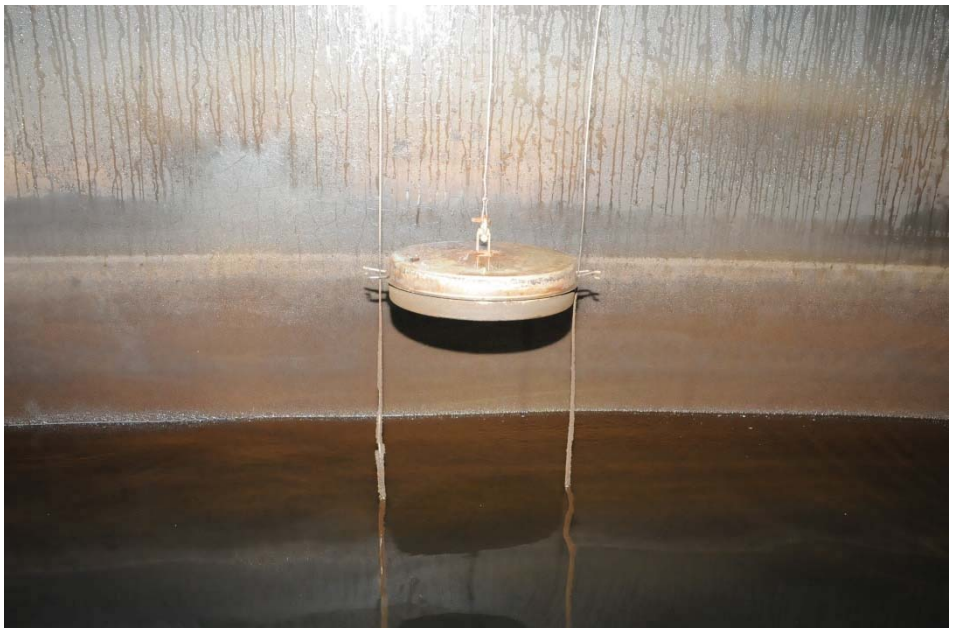
- I-14 Same as Photo I-13, except a close-up view of the roof lap joint.



- I-15 View of the liquid level indicator (LLI) penetrations, illustrating moderate corrosion at the penetrations.



- I-16 View of the LLI float, illustrating staining on the aluminum float and the float is stuck above the waterline. Note brown staining on the shell in the water fluctuation zone.



- I-17 View of a rafter to shell connection, illustrating minor to moderate corrosion on the nuts and bolts securing the connection and at the upper flange.



- I-18 Same as Photo I-17, except from the opposite side of a connection.



- I-19 View of a jack rafter to shell connection, illustrating minor corrosion at the nuts and bolts and moderate corrosion at the adjacent roof to shell transition.



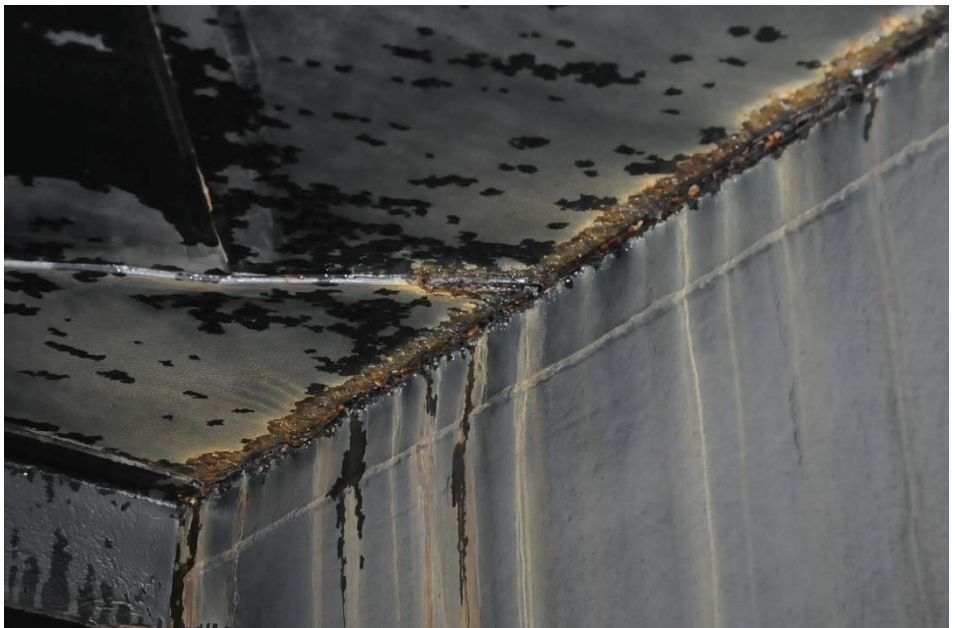
- I-20 Same as Photo I-19, except from the opposite side of a connection.



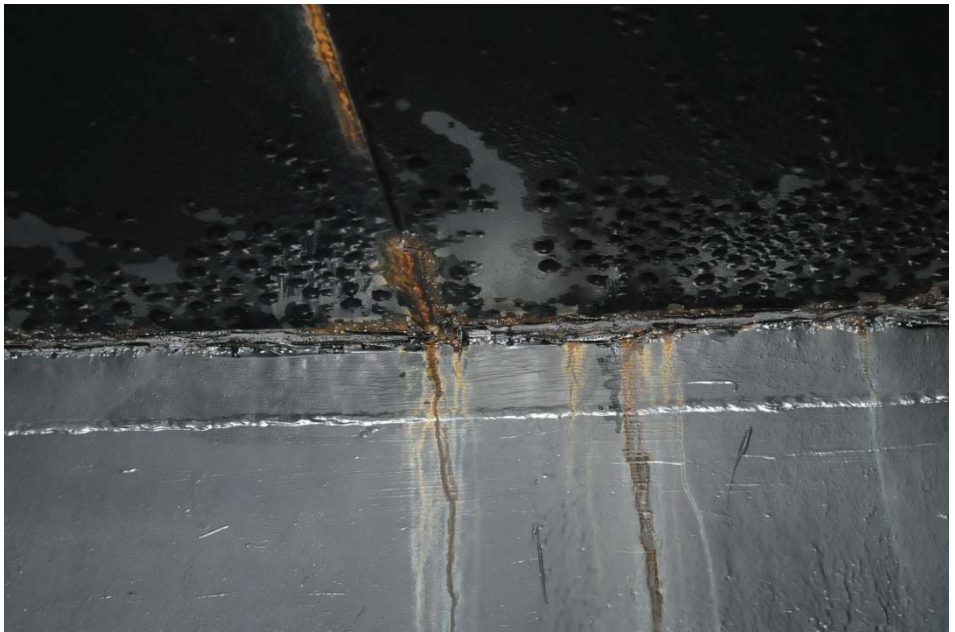
- I-21 View of the roof to shell transition, illustrating minor corrosion along the transition.



- I-22 Close-up view of the roof to shell transition, illustrating moderate to severe corrosion along the transition.



- I-23 Same as Photo I-22, except in a different location. Note corrosion along the adjacent roof lap joint.



- I-24 View of a portion of the shell, illustrating dark brown staining in the water fluctuation zone.



- I-25 Same as Photo I-24, except a different portion of the shell.



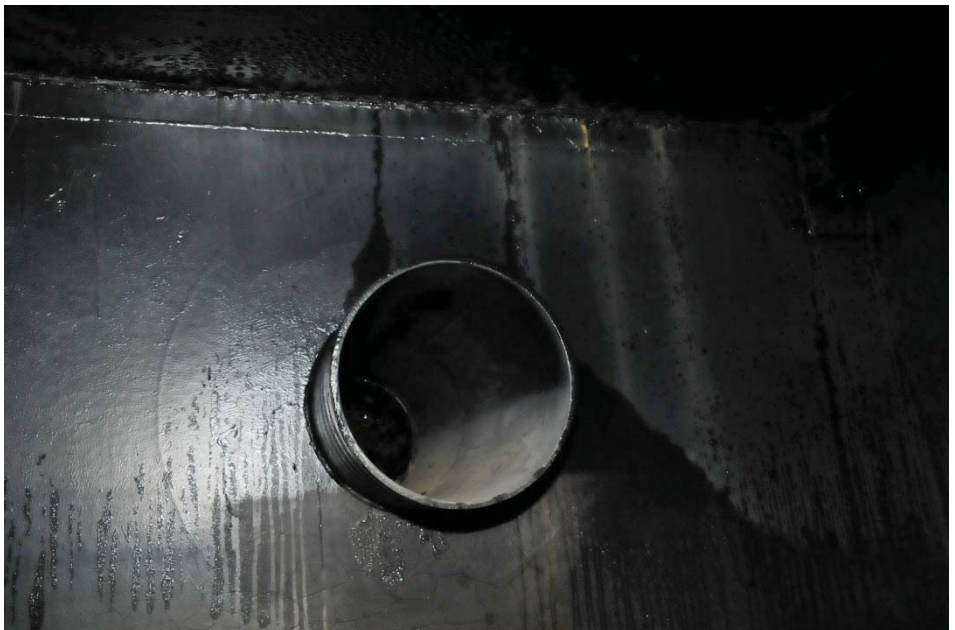
- I-26 Close-up view of the shell, illustrating cracking of the coating system.



- I-27 Same as Photo I-26, except a closer view of the cracked coating.



- I-28 View of the overflow, illustrating generally good condition of the coating system on the pipe and adjacent shell surfaces.



- I-29 View of the interior of the overflow pipe, illustrating delaminating coating with moderate corrosion present.



- I-30 View of the inlet weir box, illustrating brown staining on the lower portion of the inlet weir and adjacent shell.



- I-31 Same as Photo I-30, except from the underside of the weir box.



- I-32 Same as Photos I-30 and I-31, except from the right side of the weir box.



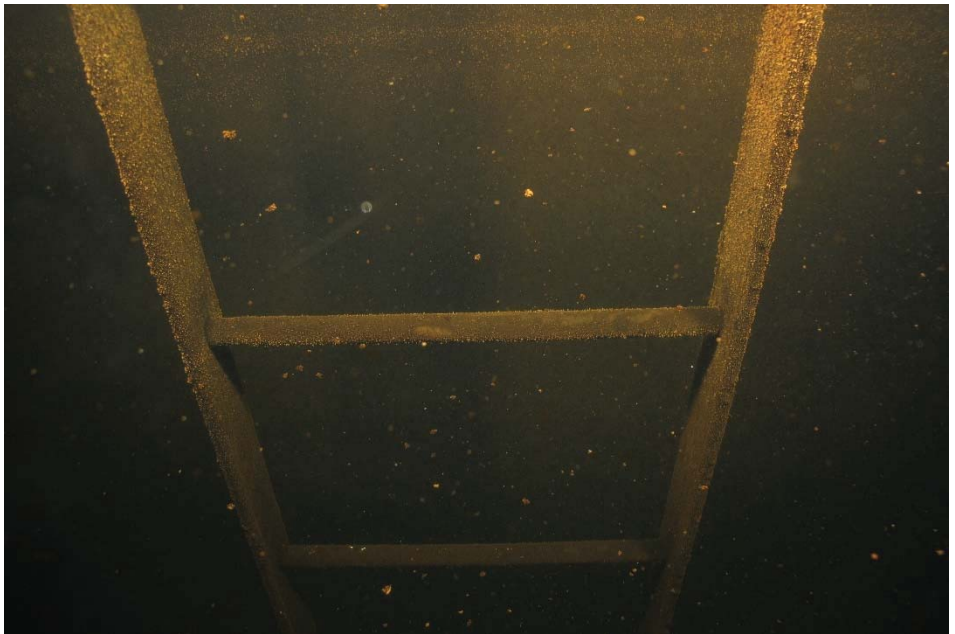
- I-33 View of the roof hatch, illustrating minor corrosion along the perimeter of the hatch curb.



- I-34 View of the ladder just below the waterline, illustrating a heavy residue on the ladder and adjacent shell.



- I-35 Same as Photo I-34, except further down the ladder.



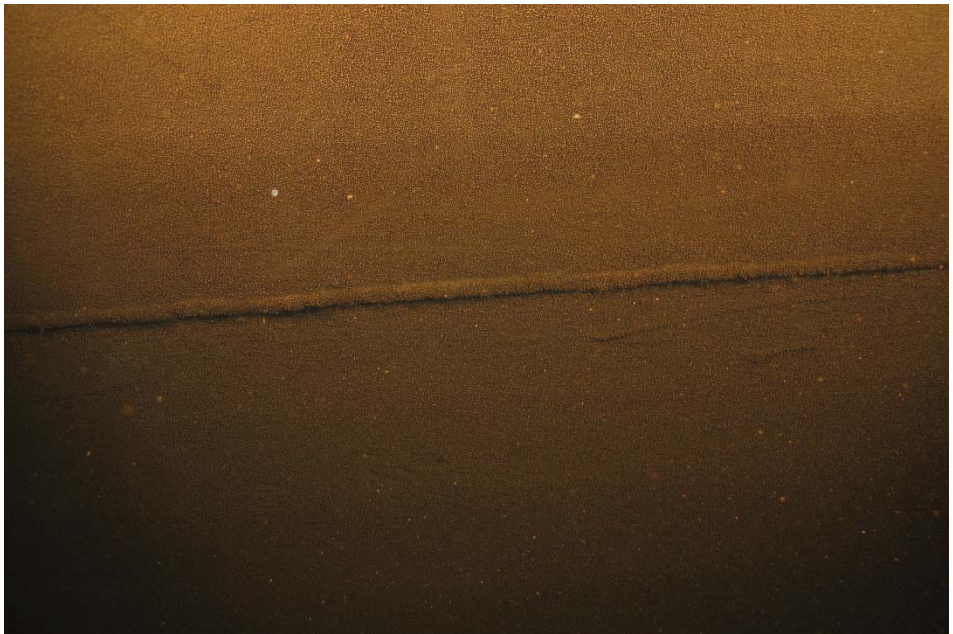
- I-36 Same as Photos I-34 and I-35, except further down the ladder. Note residue is lighter and coating appears to be in generally good condition.



- I-37 Same as Photos I-34 through I-36, except at the bottom of the ladder. Note spot of minor corrosion on a ladder side rail.



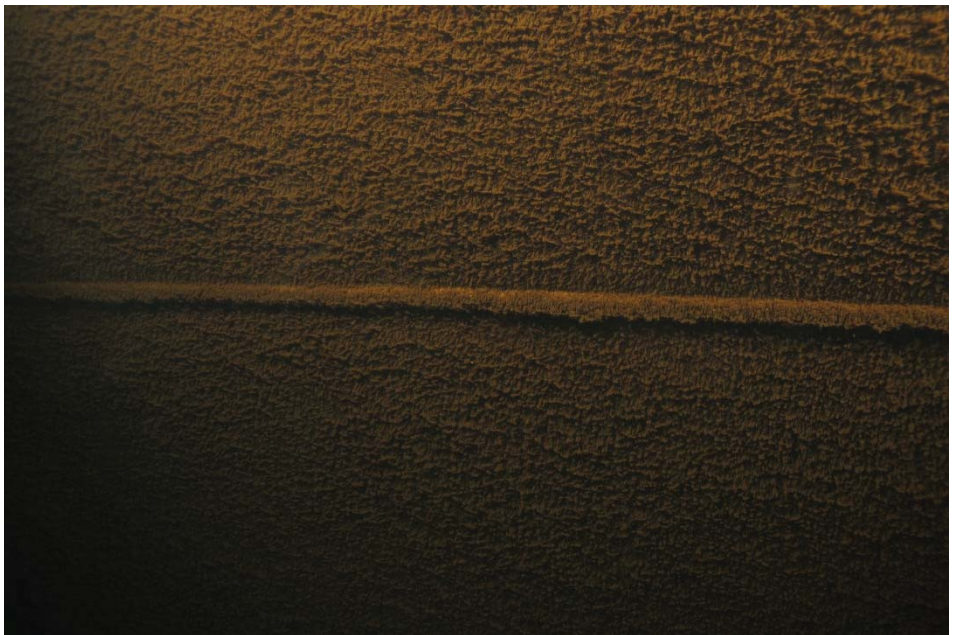
- I-38 View of the shell, illustrating a light brown residue and generally good condition of the coating system as could be observed through the light residue.



- I-39 Same as Photo I-38, except in a different location.



- I-40 Same as Photos I-38 and I-39, except in a different location. Note residue is heavier in this location.



- I-41 Same as Photos I-38 through I-40, except in a different location.



- I-42 View of a manhole, illustrating a heavy residue on all surfaces.



- I-43 Same as Photo I-42, except a closer view of the lower portion of the manhole. Note corrosion along the lower portion of the stiffener ring and at the right side of the cover.



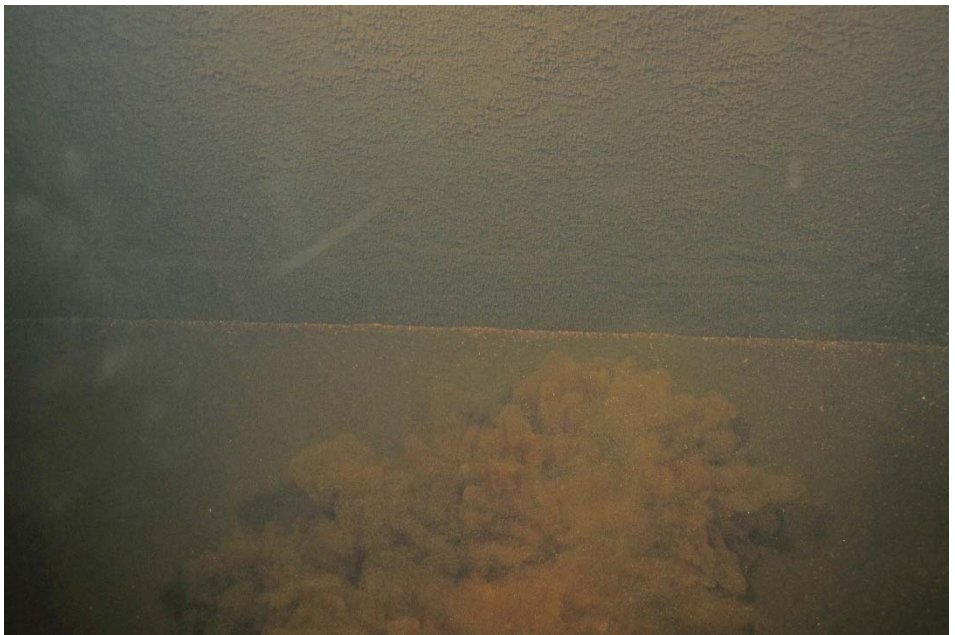
- I-44 Same as Photos I-42 and I-43, except at the left side of the manhole.



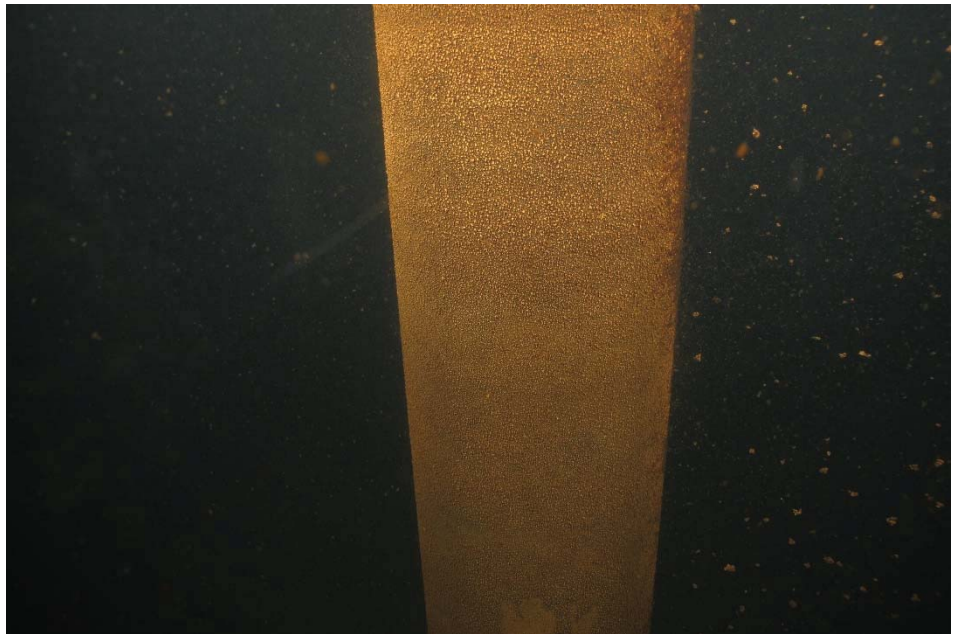
- I-45 View of the other manhole, illustrating a heavy residue on all surfaces.



- I-46 View of the shell to bottom transition, illustrating heavy residue clinging to the shell and a thick layer of sediment on the bottom.



- I-47 View of the column, illustrating generally good condition of the coating system as could be observed through the light residue clinging to the column.



- I-48 View of the column base, illustrating a heavy residue on the column base and thick sediment on the bottom surfaces.



- I-49 View of the bottom at the interior of the outlet deflector plate, illustrating light sediment and generally good condition of the coating system. Note bottom was only visible in this area.



Attachment 4

Laboratory Analysis of Interior Coating and Exterior Paint



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LA City#	10261
ELAP#s	2789
	2790
	2122

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CASE NARRATIVE

Authorized Signature Name / Title (print)

Ken Zheng, President

Signature / Date

Ken Zheng, President
12/07/2020 17:19:00

Laboratory Job No. (Certificate of Analysis No.)

2012-00038

Project Name / No.

CITY OF VERNON / RESERVOIR 2-1 2994

Dates Sampled (from/to)

02/24/20 To 02/24/20

Dates Received (from/to)

12/04/20 To 12/04/20

Dates Reported (from/to)

12/07/20 To 12/7/2020

Chains of Custody Received

Yes

Comments:

Subcontracting

Inorganic Analyses

No analyses sub-contracted

Sample Condition(s)

All samples intact

Positive Results (Organic Compounds)

None



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CERTIFICATE OF ANALYSIS

2012-00038

Date Reported 12/07/20
Date Received 12/04/20
Invoice No. 90377
Cust # H089
Permit Number
Customer P.O. 2994

HARPER & ASSOC. ENGINEERING
KRISTI COX
1240 E. ONTARIO AVE
STE. 102-312
CORONA, CA 92881-8671

Project: CITY OF VERNON / RESERVOIR 2-1

Analysis	Result	Qual	Units	Method	DF	RL	Date	Tech
Sample: 001 EXTERIOR ROOF					Date & Time Sampled:		02/24/20 @ 12:00	
Sample Matrix: Other								
[Metals]								
Metals Acid Digestion	Complete			EPA 3050B	1.0		12/07/20	TLB
Chromium	4.62		mg/Kg	EPA 6010B	1.0	0.500	12/07/20	TLB
Lead	2.31		mg/Kg	EPA 6010B	1.0	0.500	12/07/20	TLB
Zinc	16.4		mg/Kg	EPA 6010B	1.0	5.00	12/07/20	TLB
Sample: 002 EXTERIOR SHELL					Date & Time Sampled:		02/24/20 @ 12:00	
Sample Matrix: Other								
[Metals]								
Metals Acid Digestion	Complete			EPA 3050B	1.0		12/07/20	TLB
Chromium	38.6		mg/Kg	EPA 6010B	1.0	0.500	12/07/20	TLB
Lead	35300		mg/Kg	EPA 6010B	1.0	0.500	12/07/20	TLB
Zinc	1140		mg/Kg	EPA 6010B	1.0	5.00	12/07/20	TLB

Respectfully Submitted:

Ken Zheng

Ken Zheng - Lab Director

QUALIFIERS

B = Detected in the associated Method Blank at a concentration above the routine RL.
B1 = BOD dilution water is over specifications. The reported result may be biased high.
D = Surrogate recoveries are not calculated due to sample dilution.
E = Estimated value; Value exceeds calibration level of instrument.
H = Analyte was prepared and/or analyzed outside of the analytical method holding time
I = Matrix Interference.
J = Analyte concentration detected between RL and MDL.
Q = One or more quality control criteria did not meet specifications. See Comments for further explanation.
S = Customer provided specification limit exceeded.

ABBREVIATIONS

DF = Dilution Factor
RL = Reporting Limit, Adjusted by DF
MDL = Method Detection Limit, Adjusted by DF
Qual = Qualifier
Tech = Technician

As regulatory limits change frequently, A & R Laboratories advises the recipient of this report to confirm such limits with the appropriate federal, state, or local authorities before acting in reliance on the regulatory limits provided.

For any feedback concerning our services, please contact Jenny Jiang, Project Manager at 951.779.0310. You may also contact Ken Zheng, President at office@arlaboratories.com.



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QUALITY CONTROL DATA REPORT

HARPER & ASSOC. ENGINEERING

2012-00038

KRISTI COX

Date Reported 12/07/2020

1240 E. ONTARIO AVE

Date Received 12/04/2020

STE. 102-312

Date Sampled 02/24/2020

CORONA, CA 92881-8671

Invoice No. 90377

Customer # H089

Project: CITY OF VERNON / RESERVOIR 2-1

Customer P.O. 2994

Method # EPA 6010B

QC Reference # 93136

Date Analyzed: 12/7/2020

Technician: TLB

Samples 001 002

Results

	LCS %REC	LCS %DUP	LCS %RPD	SPIKE %REC	SPIKE %DUP	SPIKE %RPD	
Arsenic	102	101	0.6	88	88	0.5	75 - 125
Cadmium	101	101	0.4	83	83	0.2	0 - 20
Chromium	102	104	1.7	96	95	0.3	75 - 125
Copper	100	100	0.3	89	89	0.4	0 - 20
Lead	100	101	1.3	81	81	0.2	75 - 125
Nickel	101	101	0.0	85	85	0.5	0 - 20
Selenium	103	102	0.8	75	76	0.7	75 - 125
Zinc	101	101	0.2	81	81	0.4	0 - 20

Control Ranges

LCS %REC	LCS %RPD	SPIKE %RPD
75 - 125	0 - 20	0 - 20
75 - 125	0 - 20	0 - 20
75 - 125	0 - 20	0 - 20
75 - 125	0 - 20	0 - 20
75 - 125	0 - 20	0 - 20
75 - 125	0 - 20	0 - 20
75 - 125	0 - 20	0 - 20
75 - 125	0 - 20	0 - 20

No method blank results were above reporting limit

Respectfully Submitted:

Ken Zheng

Ken Zheng - President

For any feedback concerning our services, please contact Jenny Jiang, Project Manager at 951.779.0310. You may also contact Ken Zheng, President at office@arlaboratories.com.



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CASE NARRATIVE

Authorized Signature Name / Title (print)

Ken Zheng, President

Signature / Date

 Ken Zheng, President
12/07/2020 17:19:04

Laboratory Job No. (Certificate of Analysis No.)

2012-00039

Project Name / No.

CITY OF VERNON / RESERVOIR 2-2 2994

Dates Sampled (from/to)

02/24/20 To 02/24/20

Dates Received (from/to)

12/04/20 To 12/04/20

Dates Reported (from/to)

12/07/20 To 12/7/2020

Chains of Custody Received

Yes

Comments:

Subcontracting

Inorganic Analyses

No analyses sub-contracted

Sample Condition(s)

All samples intact

Positive Results (Organic Compounds)

None



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CERTIFICATE OF ANALYSIS

2012-00039

Date Reported 12/07/20

Date Received 12/04/20

Invoice No. 90378

Cust # H089

Permit Number

Customer P.O. 2994

HARPER & ASSOC. ENGINEERING

KRISTI COX

1240 E. ONTARIO AVE

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CORONA, CA 92881-8671

Project: CITY OF VERNON / RESERVOIR 2-2

Analysis	Result	Qual	Units	Method	DF	RL	Date	Tech
Sample: 001 EXTERIOR ROOF					Date & Time Sampled:		02/24/20 @	10:15
Sample Matrix: Other								
[Metals]								
Metals Acid Digestion	Complete			EPA 3050B	1.0		12/07/20	TLB
Chromium	25.5		mg/Kg	EPA 6010B	1.0	0.500	12/07/20	TLB
Lead	21.4		mg/Kg	EPA 6010B	1.0	0.500	12/07/20	TLB
Zinc	3940		mg/Kg	EPA 6010B	1.0	5.00	12/07/20	TLB
Sample: 002 EXTERIOR SHELL					Date & Time Sampled:		02/24/20 @	10:15
Sample Matrix: Other								
[Metals]								
Metals Acid Digestion	Complete			EPA 3050B	1.0		12/07/20	TLB
Chromium	7.49		mg/Kg	EPA 6010B	1.0	0.500	12/07/20	TLB
Lead	57600		mg/Kg	EPA 6010B	1.0	0.500	12/07/20	TLB
Zinc	1220		mg/Kg	EPA 6010B	1.0	5.00	12/07/20	TLB
Sample: 003 INTERIOR ROOF					Date & Time Sampled:		02/24/20 @	10:30
Sample Matrix: Other								
[Metals]								
Metals Acid Digestion	Complete			EPA 3050B	1.0		12/07/20	TLB
Chromium	5.76		mg/Kg	EPA 6010B	1.0	0.500	12/07/20	TLB
Lead	8.95		mg/Kg	EPA 6010B	1.0	0.500	12/07/20	TLB
Zinc	31.8		mg/Kg	EPA 6010B	1.0	5.00	12/07/20	TLB
Sample: 004 INTERIOR RAFTER					Date & Time Sampled:		02/24/20 @	10:30
Sample Matrix: Other								
[Metals]								
Metals Acid Digestion	Complete			EPA 3050B	1.0		12/07/20	TLB
Chromium	3.04		mg/Kg	EPA 6010B	1.0	0.500	12/07/20	TLB
Lead	4.21		mg/Kg	EPA 6010B	1.0	0.500	12/07/20	TLB
Zinc	26.5		mg/Kg	EPA 6010B	1.0	5.00	12/07/20	TLB
Sample: 005 INTERIOR SHELL					Date & Time Sampled:		02/24/20 @	10:30
Sample Matrix: Other								
[Metals]								



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CERTIFICATE OF ANALYSIS

2012-00039

Date Reported 12/07/20
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 Invoice No. 90378
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 Customer P.O. 2994

HARPER & ASSOC. ENGINEERING
 KRISTI COX
 1240 E. ONTARIO AVE
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 CORONA, CA 92881-8671

Project: CITY OF VERNON / RESERVOIR 2-2

Analysis	Result	Qual	Units	Method	DF	RL	Date	Tech
Sample: 005 INTERIOR SHELL Sample Matrix: Othercontinued					Date & Time Sampled: 02/24/20 @ 10:30			
Metals Acid Digestion	Complete			EPA 3050B	1.0		12/07/20	TLB
Chromium	1.82		mg/Kg	EPA 6010B	1.0	0.500	12/07/20	TLB
Lead	4.14		mg/Kg	EPA 6010B	1.0	0.500	12/07/20	TLB
Zinc	31.2		mg/Kg	EPA 6010B	1.0	5.00	12/07/20	TLB

Respectfully Submitted:

Ken Zheng

Ken Zheng - Lab Director

QUALIFIERS

B = Detected in the associated Method Blank at a concentration above the routine RL.
 B1 = BOD dilution water is over specifications. The reported result may be biased high.
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 MDL = Method Detection Limit, Adjusted by DF
 Qual = Qualifier
 Tech = Technician

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QUALITY CONTROL DATA REPORT

HARPER & ASSOC. ENGINEERING

2012-00039

KRISTI COX

Date Reported 12/07/2020

1240 E. ONTARIO AVE

Date Received 12/04/2020

STE. 102-312

Date Sampled 02/24/2020

CORONA, CA 92881-8671

Invoice No. 90378

Customer # H089

Project: CITY OF VERNON / RESERVOIR 2-2

Customer P.O. 2994

Method # EPA 6010B

QC Reference # 93136

Date Analyzed: 12/7/2020

Technician: TLB

Samples 001 002 003 00A 00r

Results

	LCS %REC	LCS %DUP	LCS %RPD	SPIKE %REC	SPIKE %DUP	SPIKE %RPD	
seri c.8	102	101	055	CC	CC	05	7r - 12r
admu .4u	101	101	05A	C3	C3	052	0 - 20
ahou .4u	102	10A	157	96	9r	053	7r - 12r
aoppi e	100	100	053	C9	C9	05A	0 - 20
Li dm	100	101	153	C1	C1	052	7r - 12r
N.8ki l	101	101	053	Cr	Cr	05	0 - 20
Si li c.4u	103	102	05C	7r	76	057	7r - 12r
Z.c8	101	101	052	C1	C1	05A	0 - 20

Control Ranges

LCS %REC	LCS %RPD	SPIKE %RPD
7r - 12r	0 - 20	0 - 20
7r - 12r	0 - 20	0 - 20
7r - 12r	0 - 20	0 - 20
7r - 12r	0 - 20	0 - 20
7r - 12r	0 - 20	0 - 20
7r - 12r	0 - 20	0 - 20
7r - 12r	0 - 20	0 - 20
7r - 12r	0 - 20	0 - 20

No method blank results were above reporting limit

Respectfully Submitted:

Ken Zheng

Ken Zheng - President

For any feedback concerning our services, please contact Jenny Jiang, Project Manager at 951.779.0310. You may also contact Ken Zheng, President at office@arlaboratories.com.



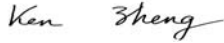
A & R Laboratories, Inc.

1650 S. GROVE AVE., SUITE C
 ONTARIO, CA 91761
 951-779-0310 FAX 951-779-0344
 www.arlaboratories.com office@arlaboratories.com

FDA#	2030513
LA City#	10261
ELAP#s	2789
	2790
	2122

CHEMISTRY · MICROBIOLOGY · FOOD SAFETY · MOBILE LABORATORIES
 FOOD · COSMETICS · WATER · SOIL · SOIL VAPOR · WASTES

CASE NARRATIVE

Authorized Signature Name / Title (print)	Ken Zheng, President
Signature / Date	 Ken Zheng, President 12/07/2020 17:19:0L
bayatorJ .oy NoC(f ertid-ate oc AnalJsis NoQ	2012300080
Proje-t Name / NoC	f ITY OF VERNON / RESERVOIR 234 2998
Dates Sampled (rom/to)	02/28/20 To 02/28/20
Dates Re-eived (rom/to)	12/08/20 To 12/08/20
Dates Reported (rom/to)	12/07/20 To 12/7/2020
f hains oc f ustodJ Re-eived	Yes

f omments:

Subcontracting
Inorgani- AnalJses
No analJses suy3-ontra-ted

Sample Condition(s)
All samples inta-t

Positive Results (Organic Compounds)
None



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CERTIFICATE OF ANALYSIS

2012-00030

Date Reported 12/07/20

Date Received 12/04/20

Invoice No. 90379

Cust # H089

Permit Number

Customer P.O. 2994

HARPER & ASSOC. ENGINEERING

KRISTI CYX

1230 E. YONTARIO AVE

STE. 102-/ 12

CARYNA, CA 42881-8671

9000 CIT: YONKING PRESERVATION 2-/

Analysis	Result	Qual	Units	Method	DO	RL	Date	Tech
Sample: 001 EXTERIOR ROOF					Date & Time Sampled:		02/28/20 @	L:40
Sample Matrix: Other								
[Metals]								
Metals A-id Digestion	f omplete			EPA 4050B	10		12/07/20	TbB
f hromium	4.71		mg/Kg	EPA 6010B	10	0.500	12/07/20	TbB
bead	22.8		mg/Kg	EPA 6010B	10	0.500	12/07/20	TbB
Zin-	1410		mg/Kg	EPA 6010B	10	500	12/07/20	TbB
Sample: 002 EXTERIOR SHELL					Date & Time Sampled:		02/28/20 @	L:40
Sample Matrix: Other								
[Metals]								
Metals A-id Digestion	f omplete			EPA 4050B	10		12/07/20	TbB
f hromium	130		mg/Kg	EPA 6010B	10	0.500	12/07/20	TbB
bead	15600		mg/Kg	EPA 6010B	10	0.500	12/07/20	TbB
Zin-	528		mg/Kg	EPA 6010B	10	500	12/07/20	TbB
Sample: 004 INTERIOR ROOF					Date & Time Sampled:		02/28/20 @	L:85
Sample Matrix: Other								
[Metals]								
Metals A-id Digestion	f omplete			EPA 4050B	10		12/07/20	TbB
f hromium	1.06		mg/Kg	EPA 6010B	10	0.500	12/07/20	TbB
bead	11.2		mg/Kg	EPA 6010B	10	0.500	12/07/20	TbB
Zin-	8.92		mg/Kg	EPA 6010B	10	500	12/07/20	TbB
Sample: 008 INTERIOR RAFTER					Date & Time Sampled:		02/28/20 @	L:85
Sample Matrix: Other								
[Metals]								
Metals A-id Digestion	f omplete			EPA 4050B	10		12/07/20	TbB
f hromium	1.11		mg/Kg	EPA 6010B	10	0.500	12/07/20	TbB
bead	6.28		mg/Kg	EPA 6010B	10	0.500	12/07/20	TbB
Zin-	8.10		mg/Kg	EPA 6010B	10	500	12/07/20	TbB
Sample: 005 INTERIOR SHELL					Date & Time Sampled:		02/28/20 @	L:85
Sample Matrix: Other								
[Metals]								



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CERTIFICATE OF ANALYSIS

2012-00030

Date Reported 12/07/20
 Date Received 12/04/20
 Invoice No. 90379
 Cust # H089
 Permit Number
 Customer P.O. 2994

HAR9ER & ASSYC. ENGINEERING
 KRISTI CYX
 1230 E. YNTARIY AVE
 STE. 102-/ 12
 CYRYNA, CA 42881-8671
 9roRectj CIT: YOVERNYN FRESERVYIR 2-/-

Analysis	Result	Qual	Units	Method	DO	RL	Date	Tech
Sample: 005 INTERIOR SHELL Sample Matrix: Other Continued							Date & Time Sampled: 02/28/20 @ L:85	
Metals A-id Digestion	f omplete			EPA 4050B	10		12/07/20	TbB
f hromium	2.04		mg/Kg	EPA 6010B	10	0500	12/07/20	TbB
bead	5.04		mg/Kg	EPA 6010B	10	0500	12/07/20	TbB
Zin-	7.53		mg/Kg	EPA 6010B	10	500	12/07/20	TbB

Respectfully Submitted:

Ken Zheng

Ken Zheng - Lab Director

QUALIFIERS

B = Detected in the associated Method Blank at a concentration above the routine RL.
 B1 = BOD dilution water is over specifications. The reported result may be biased high.
 D = Surrogate recoveries are not calculated due to sample dilution.
 E = Estimated value; Value exceeds calibration level of instrument.
 H = Analyte was prepared and/or analyzed outside of the analytical method holding time
 I = Matrix Interference.
 J = Analyte concentration detected between RL and MDL.
 Q = One or more quality control criteria did not meet specifications. See Comments for further explanation.
 S = Customer provided specification limit exceeded.

ABBREVIATIONS

DF = Dilution Factor
 RL = Reporting Limit, Adjusted by DF
 MDL = Method Detection Limit, Adjusted by DF
 Qual = Qualifier
 Tech = Technician

As regulatory limits change frequently, A & R Laboratories advises the recipient of this report to confirm such limits with the appropriate federal, state, or local authorities before acting in reliance on the regulatory limits provided.

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QUALITY CONTROL DATA REPORT

HARPER & ASSOC. ENGINEERING

2012-00040

KRISTI COX

Date Reported 12/07/2020

1240 E. ONTARIO AVE

Date Received 12/04/2020

STE. 102-312

Date Sampled 02/24/2020

CORONA, CA 92881-8671

Invoice No. 90379

Customer # H089

Project: CITY OF VERNON / RESERVOIR 2-3

Customer P.O. 2994

Method # EPA 6010B

QC Reference # 93136

Date Analyzed: 12/7/2020

Technician: TLB

Samples 001 002 003 00A 00r

Results

	LCS %REC	LCS %DUP	LCS %RPD	SPIKE %REC	SPIKE %DUP	SPIKE %RPD	
seri c.8	102	101	055	CC	CC	05	7r - 12r
admu .4u	101	101	05A	C3	C3	052	0 - 20
ahou .4u	102	10A	157	96	9r	053	0 - 20
aoppi e	100	100	053	C9	C9	05A	0 - 20
Li dm	100	101	153	C1	C1	052	0 - 20
N.8ki l	101	101	053	Cr	Cr	05	0 - 20
Si li c.4u	103	102	05C	7r	76	057	0 - 20
Z.c8	101	101	052	C1	C1	05A	0 - 20

Control Ranges

LCS %REC	LCS %RPD	SPIKE %RPD
7r - 12r	0 - 20	0 - 20
7r - 12r	0 - 20	0 - 20
7r - 12r	0 - 20	0 - 20
7r - 12r	0 - 20	0 - 20
7r - 12r	0 - 20	0 - 20
7r - 12r	0 - 20	0 - 20
7r - 12r	0 - 20	0 - 20
7r - 12r	0 - 20	0 - 20

No method blank results were above reporting limit

Respectfully Submitted:

Ken Zheng

Ken Zheng - President

For any feedback concerning our services, please contact Jenny Jiang, Project Manager at 951.779.0310. You may also contact Ken Zheng, President at office@arlaboratories.com.

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
SCHEDULE OF WORK ITEMS

REHABILITATION OF RESERVOIRS 2-1, 2-2, and 2-3 INCLUDING OPTIONAL BID ITEMS

SCHEDULE OF WORK ITEMS
REHABILITATION OF RESERVOIR 2-1

Contractor shall furnish all labor, materials, equipment, applicable taxes, and incidentals necessary for the accomplishment of the following specific work items:

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1.	<u>Interior Coating:</u> Furnish all labor, materials, and equipment to prepare surfaces to SSPC-SP10, and coat interior with an epoxy coating system, in accordance with the specifications.	LUMP SUM	1	\$310,833.00	\$310,833.00
2.	<u>Disinfection:</u> Furnish all labor, materials, and equipment to prepare surfaces and disinfect interior.	LUMP SUM	1	\$5,000.00	\$5,000.00
3.	<u>Exterior Paint:</u> Furnish all labor, materials, and equipment to prepare surfaces to SSPC-SP10 and paint the exterior surfaces with an epoxy/urethane system, including piping, in accordance with the specifications.	LUMP SUM	1	\$114,000.00	\$114,000.00
4.	<u>Interior Caulking:</u> Furnish all labor, materials, and equipment to caulk all designated voids on the interior surfaces, in accordance with the specifications.	LUMP SUM	1	\$6,000.00	\$6,000.00
5.	<u>Center Vent:</u> Remove and dispose of existing center vent and furnish and install a new 48" center vent including reinforcing plate, fiberglass cover, roof plates, and aluminum screening, in accordance with the plans.	LUMP SUM	1	\$17,700.00	\$17,700.00
6.	<u>Existing Roof Hatch Cover:</u> Remove the existing roof hatch cover and furnish and install a new aluminum hatch cover, in accordance with the plans.	LUMP SUM	1	\$3,200.00	\$3,200.00
7.	<u>Secondary Roof Hatch:</u> Furnish and install a new 36" x 36" hatch with hinged aluminum cover, in accordance with the plans.	LUMP SUM	1	\$5,000.00	\$5,000.00
8.	<u>Guardrailing:</u> Fabricate and install new guardrailing sections with kickplates at the roof hatch/work area, in accordance with the plans.	LUMP SUM	1	\$4,600.00	\$4,600.00
9.	<u>Widen the Top of the Ladder:</u> Modify the top of the ladder opening to provide a wider opening and install a self-closing gate, in accordance with the plans.	LUMP SUM	1	\$4,300.00	\$4,300.00
10.	<u>Exterior Saf-T-Climb:</u> Furnish and install a new galvanized Saf-T-Climb fall prevention device on the exterior ladder including bracing the dismount section, harness, and locking sleeve.	LUMP SUM	1	\$7,600.00	\$7,600.00

11.	<u>Interior Saf-T-Climb & Ladder Rung:</u> Furnish and install a new galvanized Saf-T-Climb fall prevention device on the interior ladder including dismount section, harness, and locking sleeve. Remove and dispose of top rung of the existing interior ladder.	LUMP SUM	1	\$5,200.00	\$5,200.00
12.	<u>Fall Restraint System (FRS):</u> Furnish and install a new FRS, attachments, and mounting hardware, in accordance with the plans.	LUMP SUM	1	\$5,000.00	\$5,000.00
13.	<u>Overflow Modification:</u> Extend the existing overflow pipe and furnish and install a new pipe and brackets, in accordance with the plans.	LUMP SUM	1	\$17,000.00	\$17,000.00
14.	<u>Liquid Level Indicator:</u> Remove the existing liquid level indicator assembly including piping, cables, float, hardware and gauge board and weld plate over the holes in the roof.	LUMP SUM	1	\$1,500.00	\$1,500.00
15.	<u>Inlet Pipe Diffuser:</u> Remove the existing inlet diffuser and furnish and install a new flange, pipe elbow, and inlet diffuser box, in accordance with the plans.	LUMP SUM	1	\$11,200.00	\$11,200.00
16.	<u>Concrete Grade Band:</u> Remove asphalt, gravel, and dirt within the concrete grade band a minimum of 6 inches below the bottom plate extension and place new clean gravel within the concrete grade band up to the bottom plate extension.	LUMP SUM	1	\$16,600.00	\$16,600.00
17.	<u>Coupling & Ball Valve:</u> Furnish and install a new 1" coupling and ball valve at the location designated by the City.	LUMP SUM	1	\$1,100.00	\$1,100.00
18.	<u>Mixing and Chemical Feed System:</u> Furnish and install a mixing and chemical feed system, including mixer, control panel and enclosure, four (4) each 1" nozzles and ball valves, conduit, unistruts, copper piping, and roof hatch couplings, in accordance with the plans and specifications.	LUMP SUM	1	\$70,398.00	\$70,398.00
19.	<u>Galvanic Cathodic Protection System:</u> Remove and dispose of the existing system and furnish and install a new galvanic cathodic protection system, in accordance with the plans and specifications.	LUMP SUM	1	\$13,225.00	\$13,225.00
20.	<u>Water & Sediment:</u> Furnish all labor, materials, and equipment to remove 10' of water and sediment in the reservoir and dispose of off-site, including filtering and dechlorinating water.	LUMP SUM	1	\$1,000.00	\$1,000.00
Total of All Base Bid Items (1-20)					\$ 620,456.00

RESERVOIR 2-1
OPTIONAL BID ITEMS

Contractor shall furnish all labor, materials, equipment, applicable taxes, and incidentals necessary for the accomplishment of the following additive work items (if required):

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
21.	<u>Dehumidification:</u> Furnish all labor, materials, and equipment to use dehumidification system for interior work, including curing of coatings, in accordance with the specifications. Sound barriers shall be provided as required.	COST PER WEEK	6	\$1,000.00	\$6,000.00
22.	<u>Pitted Areas:</u> Furnish all labor, materials, and equipment to fill or weld plates over excessively pitted or corroded areas, as determined necessary by the Engineer.	CREW HOUR	16	\$400.00	\$6,400.00
23.	<u>Grinding:</u> Furnish all labor, materials, and equipment to grind smooth sharp edges of the rafters and/or girder flanges that comprise of sharp edges from sandblasting, as determined necessary by the Engineer.	CREW HOUR	16	\$450.00	\$7,200.00
24.	<u>Inspection Blast:</u> Furnish all labor, materials, and equipment to abrasively blast clean severely corroded surfaces, as determined necessary by the Engineer for inspection.	CREW HOUR	8	\$450.00	\$3,600.00
25.	<u>Replace 3 ft. Section Existing Rafters:</u> Furnish all labor, materials, and equipment to remove 3 ft. section of the existing rafters and replace with new rafters in like kind.	EACH	20	\$975.00	\$19,500.00
26.	<u>Nuts and Bolts:</u> Furnish all labor, materials, and equipment to replace existing nuts and bolts at the structural connections, as determined necessary by the Engineer. Each is based on a set of two bolts per connection.	EACH	40	\$102.00	\$4,080.00
	Total of All Optional Bid Items (21-26)				\$46,780.00
	Total of All Bid Items (1-26)				\$667,236.00

SCHEDULE OF WORK ITEMS
REHABILITATION OF RESERVOIR 2-2

Contractor shall furnish all labor, materials, equipment, applicable taxes, and incidentals necessary for the accomplishment of the following specific work items:

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1.	Interior Coating: Furnish all labor, materials, and equipment to prepare surfaces to SSPC-SP10, and coat interior with an epoxy coating system, in accordance with the specifications.	LUMP SUM	1	\$310,833.00	\$310,833.00
2.	Disinfection: Furnish all labor, materials, and equipment to prepare surfaces and disinfect interior.	LUMP SUM	1	\$5,000.00	\$5,000.00
3.	Exterior Paint: Furnish all labor, materials, and equipment to prepare surfaces to SSPC-SP10 and paint the exterior surfaces with an epoxy/urethane system, including piping, in accordance with the specifications.	LUMP SUM	1	\$114,000.00	\$114,000.00
4.	Interior Caulking: Furnish all labor, materials, and equipment to caulk all designated voids on the interior surfaces, in accordance with the specifications.	LUMP SUM	1	\$6,000.00	\$6,000.00
5.	Center Vent: Remove and dispose of existing center vent and furnish and install a new 48" center vent including reinforcing plate, fiberglass cover, roof plates, and aluminum screening, in accordance with the plans.	LUMP SUM	1	\$17,700.00	\$17,700.00
6.	Existing Roof Hatch Cover: Remove the existing roof hatch cover and furnish and install a new aluminum roof hatch cover, in accordance with the plans.	LUMP SUM	1	\$3,200.00	\$3,200.00
7.	Secondary Roof Hatch: Furnish and install a new 36" x 36" hatch with hinged aluminum cover, in accordance with the plans.	LUMP SUM	1	\$5,000.00	\$5,000.00
8.	Guardrailing: Remove and dispose of existing guardrail diagonal supports and fabricate and install new guardrailing sections with kickplates at the roof hatch/work area, in accordance with the plans.	LUMP SUM	1	\$4,000.00	\$4,000.00
9.	Interior Saf-T-Climb & Ladder Rung: Furnish and install a new galvanized Saf-T-Climb fall prevention device on the interior ladder including dismount section, harness, and locking sleeve. Remove and dispose of top rung of the existing interior ladder.	LUMP SUM	1	\$5,200.00	\$5,200.00
10.	Fall Restraint System (FRS): Furnish and install a new FRS, attachments, and mounting hardware, in accordance with the plans.	LUMP SUM	1	\$5,000.00	\$5,000.00

11.	<u>Lateral Braces:</u> Furnish all labor, materials, and equipment to install new lateral braces and weld existing lateral header, in accordance with the plans and specifications.	LUMP SUM	1	\$25,800.00	\$25,800.00
12.	<u>Overflow:</u> Remove the existing overflow pipe, nozzle, brackets, and pipe support and furnish and install a new pipe, nozzle, brackets, and passive check valve, in accordance with the plans.	LUMP SUM	1	\$24,600.00	\$24,600.00
13.	<u>Liquid Level Indicator:</u> Remove the existing liquid level indicator assembly including piping, cables, float, hardware and gauge board and weld plate over the holes in the roof.	LUMP SUM	1	\$1,500.00	\$1,500.00
14.	<u>Inlet Pipe Diffuser:</u> Remove the existing inlet diffuser and furnish and install a new flange, pipe elbow, and diffuser box, in accordance with the plans.	LUMP SUM	1	\$11,200.00	\$11,200.00
15.	<u>Concrete Grade Band:</u> Remove asphalt, gravel, and dirt within the concrete grade band a minimum of 6 inches below the bottom plate extension and place new clean gravel within the concrete grade band up to the bottom plate extension.	LUMP SUM	1	\$16,700.00	\$16,700.00
16.	<u>Coupling & Ball Valve:</u> Furnish and install a new 1" coupling and ball valve at the location designated by the City.	LUMP SUM	1	\$1,100.00	\$1,100.00
17.	<u>Mixing and Chemical Feed System:</u> Furnish and install a mixing and chemical feed system, including mixer, control panel and enclosure, four (4) each 1" nozzles and ball valves, conduit, unistruts, copper piping, and roof hatch couplings, in accordance with the plans and specifications.	LUMP SUM	1	\$70,398.00	\$70,398.00
18.	<u>Galvanic Cathodic Protection System:</u> Furnish and install a new galvanic cathodic protection system, in accordance with the plans and specifications.	LUMP SUM	1	\$13,225.00	\$13,225.00
19.	<u>Water & Sediment:</u> Furnish all labor, materials, and equipment to remove 10' of water and sediment in the reservoir and dispose of off-site, including filtering and dechlorinating water.	LUMP SUM	1	\$1,000.00	\$1,000.00
Total of All Base Bid Items (1-19)					\$ 641,456.00

RESERVOIR 2-2
OPTIONAL BID ITEMS

Contractor shall furnish all labor, materials, equipment, applicable taxes, and incidentals necessary for the accomplishment of the following additive work items (if required):

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
20.	<u>Dehumidification:</u> Furnish all labor, materials, and equipment to use dehumidification system for interior work, including curing of coatings, in accordance with the specifications. Sound barriers shall be provided as required.	COST PER WEEK	6	\$1,000.00	\$6,000.00
21.	<u>Pitted Areas:</u> Furnish all labor, materials, and equipment to fill or weld plates over excessively pitted or corroded areas, as determined necessary by the Engineer.	CREW HOUR	16	\$400.00	\$6,400.00
22.	<u>Grinding:</u> Furnish all labor, materials, and equipment to grind smooth sharp edges of the rafters and/or girder flanges that comprise of sharp edges from sandblasting, as determined necessary by the Engineer.	CREW HOUR	16	\$450.00	\$7,200.00
23.	<u>Inspection Blast:</u> Furnish all labor, materials, and equipment to abrasively blast clean severely corroded surfaces, as determined necessary by the Engineer for inspection.	CREW HOUR	8	\$450.00	\$3,600.00
24.	<u>Center Support Structure:</u> Furnish all labor, materials, and equipment to remove the existing center support structure and furnish and install new structure in like kind.	LUMP SUM	1	\$28,200.00	\$28,200.00
25.	<u>Nuts and Bolts:</u> Furnish all labor, materials, and equipment to replace existing nuts and bolts at the structural connections, as determined necessary by the Engineer. Each is based on a set of two bolts per connection.	EACH	40	\$102.00	\$4,080.00
Total of All Optional Bid Items (20-25)					\$ 55,480.00
Total of All Bid Items (1-25)					\$ 696,936.00

SCHEDULE OF WORK ITEMS
REHABILITATION OF RESERVOIR 2-3

Contractor shall furnish all labor, materials, equipment, applicable taxes, and incidentals necessary for the accomplishment of the following specific work items:

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1.	Interior Coating: Furnish all labor, materials, and equipment to prepare surfaces to SSPC-SP10, and coat interior with an epoxy coating system, in accordance with the specifications.	LUMP SUM	1	\$310,833.00	\$310,833.00
2.	Disinfection: Furnish all labor, materials, and equipment to prepare surfaces and disinfect interior.	LUMP SUM	1	\$5,000.00	\$5,000.00
3.	Exterior Paint: Furnish all labor, materials, and equipment to prepare surfaces to SSPC-SP10 and paint the exterior surfaces with an epoxy/urethane system, including piping, in accordance with the specifications.	LUMP SUM	1	\$114,000.00	\$114,000.00
4.	Interior Caulking: Furnish all labor, materials, and equipment to caulk all designated voids on the interior surfaces, in accordance with the specifications.	LUMP SUM	1	\$6,000.00	\$6,000.00
5.	Center Vent: Remove and dispose of existing center vent and furnish and install a new 48" center vent including reinforcing plate, fiberglass cover, roof plates, and aluminum screening, in accordance with the plans.	LUMP SUM	1	\$17,700.00	\$17,700.00
6.	Existing Roof Hatch Cover: Remove the existing roof hatch cover and furnish and install a new aluminum roof hatch cover, in accordance with the plans.	LUMP SUM	1	\$3,100.00	\$3,100.00
7.	Secondary Roof Hatch: Furnish and install a new 36" x 36" hatch with hinged aluminum cover, in accordance with the plans.	LUMP SUM	1	\$5,000.00	\$5,000.00
8.	Guardrailing: Remove and dispose of existing guardrail diagonal supports and fabricate and install new guardrailing sections with kickplates at the roof hatch/work areas, in accordance with the plans.	LUMP SUM	1	\$4,600.00	\$4,600.00
9.	Interior Saf-T-Climb: Furnish and install a new galvanized Saf-T-Climb fall prevention device on the interior ladder including dismount section, harness, and locking sleeve.	LUMP SUM	1	\$5,200.00	\$5,200.00
10.	Fall Restraint System (FRS): Furnish and install a new FRS, attachments, and mounting hardware, in accordance with the plans.	LUMP SUM	1	\$5,000.00	\$5,000.00

11.	<u>Lateral Braces:</u> Furnish all labor, materials, and equipment to install new lateral braces and weld existing lateral header, in accordance with the plans and specifications.	LUMP SUM	1	\$25,800.00	\$25,800.00
12.	<u>Overflow:</u> Remove the existing overflow pipe, nozzle, brackets, and pipe support and furnish and install a new pipe, nozzle, brackets, and passive check valve, in accordance with the plans.	LUMP SUM	1	\$24,600.00	\$24,600.00
13.	<u>Liquid Level Indicator:</u> Remove the existing liquid level indicator assembly including piping, cables, float, hardware and gauge board and weld plate over the holes in the roof.	LUMP SUM	1	\$1,500.00	\$1,500.00
14.	<u>Inlet Pipe Diffuser:</u> Remove the existing inlet diffuser and furnish and install a new flange, pipe elbow, and diffuser box, in accordance with the plans.	LUMP SUM	1	\$11,200.00	\$11,200.00
15.	<u>Concrete Grade Band:</u> Remove asphalt, gravel, and dirt within the concrete grade band a minimum of 6 inches below the bottom plate extension and place new clean gravel within the concrete grade band up to the bottom plate extension.	LUMP SUM	1	\$16,600.00	\$16,600.00
16.	<u>Coupling & Ball Valve:</u> Furnish and install a new 1" coupling and ball valve at the location designated by the City.	LUMP SUM	1	\$1,100.00	\$1,100.00
17.	<u>Mixing and Chemical Feed System:</u> Furnish and install a mixing and chemical feed system, including mixer, control panel and enclosure, four (4) each 1" nozzles and ball valves, conduit, unistruts, copper piping, and roof hatch couplings, in accordance with the plans and specifications.	LUMP SUM	1	\$70,398.00	\$70,398.00
18.	<u>Galvanic Cathodic Protection System:</u> Furnish and install a new galvanic cathodic protection system, in accordance with the plans and specifications.	LUMP SUM	1	\$13,225.00	\$13,225.00
19.	<u>Water & Sediment:</u> Furnish all labor, materials, and equipment to remove 10' of water and sediment in the reservoir and dispose of off-site, including filtering and dechlorinating water.	LUMP SUM	1	\$1,000.00	\$1,000.00
Total of All Base Bid Items (1-19)					\$ 641,856.00

RESERVOIR 2-3
OPTIONAL BID ITEMS

Contractor shall furnish all labor, materials, equipment, applicable taxes, and incidentals necessary for the accomplishment of the following additive work items (if required):

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
20.	<u>Dehumidification:</u> Furnish all labor, materials, and equipment to use dehumidification system for interior work, including curing of coatings, in accordance with the specifications. Sound barriers shall be provided as required.	COST PER WEEK	6	\$1,000.00	\$6,000.00
21.	<u>Pitted Areas:</u> Furnish all labor, materials, and equipment to fill or weld plates over excessively pitted or corroded areas, as determined necessary by the Engineer.	CREW HOUR	16	\$400.00	\$6,400.00
22.	<u>Grinding:</u> Furnish all labor, materials, and equipment to grind smooth sharp edges of the rafters and/or girder flanges that comprise of sharp edges from sandblasting, as determined necessary by the Engineer.	CREW HOUR	16	\$450.00	\$7,200.00
23.	<u>Inspection Blast:</u> Furnish all labor, materials, and equipment to abrasively blast clean severely corroded surfaces, as determined necessary by the Engineer for inspection.	CREW HOUR	8	\$450.00	\$3,600.00
24.	<u>Nuts and Bolts:</u> Furnish all labor, materials, and equipment to replace existing nuts and bolts at the structural connections, as determined necessary by the Engineer. Each is based on a set of two bolts per connection.	EACH	40	\$102.00	\$4,080.00
	Total of All Optional Bid Items (20-24)				\$ 27,280.00
	Total of All Bid Items (1-24)				\$ 669,136.00

NOTICE INVITING BIDS

NOTICE INVITING BIDS
for
Rehabilitation of Reservoirs 2-1, 2-2, and 2-3
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., February 28, 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 immediately after the Bid Deadline.*** 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 Bid Documents, Plans, and Specifications are available at no charge at:
www.cityofvernon.org/planetbids.

It is the responsibility of all prospective bidders to register on the City’s PlanetBids website to ensure receipt of any addendum(a) prior to bid submittals. Additionally, information on any addendum(a) issued for any bid specifications for any project will be available on the City’s PlanetBids website at: www.cityofvernon.org/planetbids.

The City reserves the right to reject as nonresponsive any bid that fails to include the information required by any addendum(a) posted on the City’s PlanetBids website.

Pre-Bid Meeting:

A pre-bid meeting to answer any questions regarding the project plans and specifications is scheduled for February 17, 2022 at 10:00 a.m. at 3570 Vernon 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.

City of Vernon Contact Person: Vernon Public Utilities
Attention: Mark Aumentado, P.E.
Phone: (323) –583-8811 ext. 309
Email: maumentado@ci.vernon.ca.us

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:

Application of protective coatings to interior surfaces and paint to exterior surface, including surface preparation, handling of hazardous and nonhazardous materials/wastes, disinfection of interior surfaces, and modifications of miscellaneous structural items to bring the structures into compliance with current safety and health codes, standards and regulations and other work necessary to accomplish the approved end result of totally protected and usable structures, including attachments, accessories, and appurtenances. Removal of existing interior and exterior coating surfaces of above ground steel reservoirs. Additional equipment and accessories include but are not limited to new reservoir mixing units.

Work will be limited to one reservoir at a time. Reservoirs are linked together via manifold but individual reservoirs can be isolated using valves.

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 five (5) 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 "Painting and Decorating" and "Cathodic Protection Installation", 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 "Painting and Decorating" and "Cathodic Protection Installation" 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 320 calendar days from the date of commencement as established by the City's written Notice to Proceed.
2. Amount of Liquidated Damages: \$500.00 per calendar day.
3. Not in Use.
4. Not in Use.
5. Bidding Documents. Bids must be made on the Proposal Form contained herein.
6. Engineer's Estimate. An Engineer's Estimate of the cost of construction of this Work has

been prepared. Said estimate is in the range of \$1,900,000.00 to \$2,000,000.00.

7. Acceptance or Rejection of Bids. The City reserves the right to reject any and all bids, to award all or any individual part/item of the bid, and to waive any informalities, irregularities or technical defects in such bids and determine the lowest responsible bidder, whichever may be in the best interests of the City. No late bids will be accepted, nor will any oral, facsimile or electronic bids be accepted by the City.

8. Contractor's License. At the time of the Bid Deadline and at all times during performance of the Work, including full completion of all corrective work during the Correction Period, Contractor must possess a California contractor's license or licenses, current and active, of the classification required for the Work, in accordance with the provisions of Chapter 9, Division 3, Section 7000 et seq. of the Business and Professions Code. In compliance with Public Contract Code Section 3300, the City has determined that the Bidder must possess the following license(s): **General Engineering Contractor A and/or Painting and Decorating Contractor C-33**. In addition, if Bidder intends to self-perform "Painting and Decorating", "Cathodic Protection Installation", and "Mechanical" Work, Bidder must possess the following licenses: **Painting and Decorating Contractor C-33, Electrical Contractor C-10, or General Engineering Contractor A** as applicable to such self-performed Work. The Bidder will not receive a Contract award if at the time of submitting the bid, the Bidder is unlicensed, does not have all of the required licenses, or one or more of the licenses are not current and active. If the City discovers at the time of the Bid Deadline that Contractor is unlicensed, does not have all of the required licenses, or one or more of the licenses are not current and active, the City may reject the Bid, cancel the award, declare the Bid Bond as forfeited, keep the Bid Bond's proceeds, and exercise any one or more of the remedies in the Contract Documents in addition to those provided by law.

9. Subcontractors' Licenses and Listing. Bidders must list each Subcontractor whom the Bidder must disclose under Public Contract Code Section 4104 (Subcontractor Listing Law), and the Bidder must provide all of the Subcontractor information that Section 4104 requires (name, address, license number, and portion of the Work). An inadvertent error in the license number will not be considered nonresponsive if it is corrected within 24 hours after the bid opening. In addition, the City requires the Bidder to list the dollar value of each Subcontractor's labor or services. The City reserves the right to review and disqualify any proposed Subcontractor. The City's disqualification of a Subcontractor does not disqualify a Bidder. In such case, prior to and as a condition to award of the Contract, the successful Bidder shall substitute a properly licensed and qualified Subcontractor without an adjustment of the Bid Amount. At the time of the Bid Deadline and at all times during performance of the Work, each listed Subcontractor's license must be current and active for the portion of the Work listed and shall hold all specialty certifications required for such Work.

10. Permits, Inspections, Plan Checks, Governmental Approvals, Utility Fees and Similar Authorizations. Unless specified otherwise, all Governmental Approvals and Utility Fees shall be obtained and paid for by Contractor and will be reimbursed based on Contractor's actual direct cost without markup.

11. Bid Forms and Security: Each Bid must be made on the Bid Forms obtainable at the Public Utilities Department. Each Bid shall be accompanied by a cashier's check or certified check drawn on a solvent bank, payable to "City of Vernon," for an amount equal to ten percent (10%) of the

total maximum amount of the Bid. Alternatively, a satisfactory corporate surety Bid Bond for an amount equal to ten percent (10%) of the total maximum amount of the Bid may accompany the Bid. Said security shall serve as a guarantee that the successful Bidder will, within fifteen (15) calendar days after the date of the award of the contract, enter into a valid contract with the City for said Work in accordance with the Contract Documents.

12. Bid Irrevocability. Bids shall remain open and valid for ninety (90) calendar days after the Bid Deadline.

13. Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of securities for withheld funds is permitted in accordance therewith.

14. Prevailing Wages. This Project is a “public work” as defined in California Labor Code Section 1720. Contractor awarded this Contract and all Subcontractors of any tier shall not pay less than the minimum prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Work. The Director of Industrial Relations of the State of California, pursuant to the California Labor Code, and the rates determined by the California Director of Industrial Relations are available online at www.dir.ca.gov/DLSR/PWD/.

15. Payroll Records. Pursuant to SB 854, Contractor and any Subcontractors shall furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

16. Registration with the Department of Industrial Relations (DIR). No contractor or subcontractor may be listed on a bid proposal for a public works project unless currently registered and qualified (including payment of any required fee) with the DIR pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless currently registered and qualified (including payment of any required fee) with the DIR pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the DIR.

Carlos Fandino
City Administrator

Dated: _____ (Approved as to form by the City Attorney’s Office)

Published: _____

INSTRUCTION TO BIDDERS

City of Vernon
Instructions for Bidders
Project: Rehabilitation of Reservoirs 2-1, 2-2, and 2-3
for the Public Utilities Department

City personnel with whom prospective bidders will deal with are:

Mark Aumentado, P.E., Vernon Public Utilities, 4305 Santa Fe Avenue, Vernon, CA 90058
(323) 583-8811 Ext. 309.

Bid opening date and time: 2:00 p.m. on February 28, 2022 (“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 have "Painting and Decorating" and "Cathodic Protection Installation" 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 "Painting and Decorating" and "Cathodic Protection Installation" 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 fourteen (14) 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 Utilities 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 five (5) 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 "Painting and Decorating" and "Cathodic Protection Installation" 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 Base Bid including all alternates.

- 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 A1, A2 and A3 attached thereto. All signatures must be notarized.
- C. Properly executed policies of all of the following: (a) the Commercial General Liability Insurance, (b) the Automotive Liability Insurance, and (c) Professional Liability, if required, and (e) the corresponding endorsements for each policy in accordance with the requirements set forth in Article 12 of the General Conditions.

In the event that the fourteenth calendar day falls on Saturday, Sunday, a legal holiday for the State of California, or on days when City Hall is closed, the aforesaid documents shall be delivered by the following working day.

After receipt of said documents within said time period or any extension thereof granted by the City, the City shall execute the Contract and return one (1) of said two (2) copies to Contractor for its files.

22. PUBLIC RECORDS

City seeks to conduct its business openly. Except as set forth in paragraph 8.A., upon opening, all Bids shall become a matter of public record and shall be regarded as public, with the exception of those elements of each Bid that are identified by the Bidder and plainly marked as “trade secret,” “confidential,” or “proprietary,” including any Statement

of Qualifications and financial statements to be submitted by Bidders. Each element of a Bid which a Bidder desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e. regarding entire pages, documents, or other, non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If City receives a request from a third party to make a Bid available for inspection and copying, the City will notify the Bidder of the request. If a Bidder instructs the City that the information is not to be released, City will withhold the information, provided, the Bidder expeditiously seeks a protective order from a court of competent jurisdiction to prevent such release. If disclosure is required under the California Public Records Act or otherwise by law (despite the Bidder’s request for confidentiality), the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

Bidder shall indemnify, defend (including Bidder’s providing and paying for legal counsel for City), and hold harmless City, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, costs, or expenses

arising out of or alleging City's refusal to publicly disclose one or more records that Bidder identifies as protectable, or asserts is protectable.

23. PREVAILING WAGE RATES AND EMPLOYMENT OF APPRENTICES

- A. **Prevailing Wage Rates.** The Bidder and all Subcontractors shall utilize the relevant prevailing wage rate determinations in effect on the first advertisement date of the Notice Calling for Bids in preparing the Bid Proposal and all component price quotations, provided, however, that when Davis Bacon wage rates apply, such rates are subject to increase by written notice, issued by Addendum not less than 10 calendar days before the Bid Deadline. Pursuant to California Labor Code Section 1770 *et seq.*, the Director of the Department of Industrial Relations of the State of California and the United States Secretary of Labor have determined the general prevailing wage rates in the locality in which the Work is to be performed. Said rate schedules are available on the Internet at www.dir.ca.gov/DLSR/PWD/. The wage rate for any classification not listed, but which may be required to execute the Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. To comply with California Labor Code Section 1773.2, Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall also comply with the requirements of California Labor Code Sections 1773 *et seq.*
- B. **Apprenticeship Committee Contract Award Information.** Pursuant to California Labor Code § 1777.5 and Title 8 of the California Code of Regulations § 230, Contractor and Subcontractors of any tier who are not already approved to train by an apprenticeship program sponsor shall, within ten (10) calendar days of signing the Contract or subcontract, as applicable, but in any event prior to the first day in which Contractor or Subcontractor has workers employed on the Project, submit the Public Works Contract Award Information form (DAS Form 140) to the appropriate local apprenticeship committees whose geographic area of operation include the area of the Project and who can supply apprentices to the Project. City reserves the right to require Contractors and Subcontractors to submit a copy of said forms to the City.
- C. **Statement of Employer Fringe Benefit Payments.** Within five (5) calendar days of signing the Contract or subcontract, as applicable, the Statement of Employer Payments (DLSE Form PW 26) shall be completed for each Contractor and Subcontractor of any tier who pays benefits to a third party trust, plan or fund for health and welfare benefits, vacation funds or makes pension contributions. The form must contain, for each worker classification, the fund, plan or trust name, address, administrator, the amount per hour contributed and the frequency of contributions. Training fund contributions shall also be reported in this form. City reserves the right to require Contractors and Subcontractors to submit a copy of said forms to the City.

- D. Notice to Subcontractors. Bidders shall notify all potential Subcontractors submitting price quotations for portions of the Work of the requirements concerning payment of prevailing wage rates, payroll records, hours of Work, and employment of apprentices.

24. **REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS (DIR)**

No contractor or subcontractor may be listed on a bid proposal for a public works project unless currently registered and qualified (including payment of any required fee) with the DIR pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless currently registered and qualified (including payment of any required fee) with the DIR pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the DIR.

25. **SPECIAL CITY REQUIREMENTS**

Special City forms and their instructions are an integral part of these specifications and failure to submit same may be grounds, in the sole discretion of the City, for rejection of any Bidder.

- A. 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]

BID 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: Rehabilitation of Reservoirs 2-1, 2-2, and 2-3, Contract No. LP-0655

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.

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: Tony Martinez Date of Inspection 1/19/22

Title: Project Manager

Name: Lucio Crespo Date of Inspection 1/19/22

Title: General Foreman

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 25 day of February, 2022 at Vernon, CA
City State

Bidder's Proposal
Respectfully Submitted

NAME OF BIDDER

COMPANY

NAME: Capital Industrial Coatings, LLC

ADDRESS: 17792 Metzler Lane A
Huntington Beach CA 92647

CONTACT PERSON: Spiro Poulos

TELEPHONE NUMBER: 219-293-1883

E-MAIL: s.poulos@capital-ic.com

CALIFORNIA STATE CONTRACTOR'S LICENSE NUMBER: 1046485 C33

EXPIRATION DATE: 11/30/22

TAX IDENTIFICATION NO.: 81-3899251

SURETY COMPANY: Harco National Insurance Company

All Bid forms must be signed where so indicated by the person or persons duly authorized to sign on behalf of the Bidder. By signing the Bid, the person signing is deemed to represent that he or she has authority to bind the Bidder. Failure to sign the Bidder's Proposal may invalidate the Bid.

BIDDER'S PROPOSAL – SIGNATURE(S):

Form of Entity of Bidder:

Please check the appropriate signature block below and fill in all related information.

☐

Sole Proprietorship:

Name: _____

Title: _____

Signature: _____

List all d/b/a's: _____

☐

Partnership:

☐

General Partner

☐

Limited Partner

Name: _____

Title: _____

Signature: _____

☒

Corporation:

Name: Spiro Poulos

Corporate Officer Title: Vice President

Signature: *Spiro Poulos*

Corporate Seal

☐

Joint Venture:

☐

Corporation

☐

Partnership

☐

Individual

☐

Other _____

Name: _____

Title: _____

Signature: _____

Name of all Joint Venturers: _____

[If the Bidder is a corporation or a limited liability company, enter state or county of incorporation in addition to the business address and include an incumbency certificate executed by a Secretary thereof in the form set forth herein listing each officer with signing authority and his/her corresponding office. If the Bidder is a partnership or joint venturer stating that the respective partner or joint venturer agrees to be held jointly and severally liable for any and all of the duties and obligations of the Bidder under the Bid and under any contract arising therefrom. Attach evidence to the Bid Proposal Form that the individual signing has authority to do so.]

SCHEDULE OF BID PRICES

PROJECT: Rehabilitation of Reservoirs 2-1, 2-2, and 2-3, Contract No. LP-0655

BIDDER'S NAME: Capital Industrial Coatings, LLC

BASE BID

Pursuant to and in compliance with your Notice Inviting Bids and Contract Documents relating to the Project including all Addenda (attach signed copies), Bidder, having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and the costs of the Work at the place where the Work is to be done, hereby proposes and agrees to fully perform the Work within the time stated in strict accordance with the Contract Documents (including the furnishing of any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to fully perform the Work and complete it in a workmanlike manner) for the total Base Bid sum of:

One Million Nine Hundred Three Thousand Seven Hundred Sixty-Eight _____ Dollars (\$ 1,903,768.00)

Item No.	Description	Units	Quantity	Unit Cost	Amount
1.	Rehabilitation of Reservoir 2-1, 2-2, and 2-3 per Exhibit D – Schedule of Work Items. <i>Exhibit D must be completed and included in the Bid Package in order for the bid to be considered.</i> Exclude optional Bid Items.	<u>LS</u>	<u>1</u>	\$1,903,768.00	\$1,903,768.00
BID TOTAL		\$ 1,903,768.00			
WRITTEN AMOUNT		\$ One Million Nine Hundred Three Thousand Seven Hundred Sixty-Eight			

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 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.

ALTERNATE BID ITEM(S): [BIDDER: PLEASE SPECIFY IF ALTERNATE BID ITEMS ARE PRICED AS LUMP SUM OR UNIT PRICES]

OPTIONAL BID ITEMS:


Optional Bid Items TOTALS for Reservoir 2-1, 2-2, and 2-3. Description of Bid Items are broken down in full detail in Exhibit D – Schedule of Work Items. **Exhibit D must be completed and included in the Bid Package for the Bid to be considered**

One Hundred Twenty-Nine Thousand Five Hundred Forty Dollars (\$ 129,540.00)
(written dollar amount) (dollar amount)

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

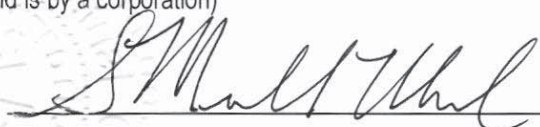
Two Million Thirty-Three Thousand Three Hundred Eight Dollars (\$ 2,033,308.00)
(written dollar amount) (dollar amount)

Respectfully submitted:

 Signature	17792 Metzler Lane A, Huntington Beach, CA 92647 Address
<u>SPIRO POULOS</u> Vice President	2/25/2022 Date
1046485 License Number	11/30/22 Date of Expiration

(SEAL - if Bid is by a corporation)

Attest


Amount of Certified or Cashier's Check or Bid Bond
HARGO NATIONAL Insurance Company 10%
Name of Bonding Company

SCHEDULE OF WORK ITEMS
REHABILITATION OF RESERVOIR 2-1

Contractor shall furnish all labor, materials, equipment, applicable taxes, and incidentals necessary for the accomplishment of the following specific work items:

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1.	<u>Interior Coating:</u> Furnish all labor, materials, and equipment to prepare surfaces to SSPC-SP10, and coat interior with an epoxy coating system, in accordance with the specifications.	LUMP SUM	1	\$310,833.00	\$310,833.00
2.	<u>Disinfection:</u> Furnish all labor, materials, and equipment to prepare surfaces and disinfect interior.	LUMP SUM	1	\$5,000.00	\$5,000.00
3.	<u>Exterior Paint:</u> Furnish all labor, materials, and equipment to prepare surfaces to SSPC-SP10 and paint the exterior surfaces with an epoxy/urethane system, including piping, in accordance with the specifications.	LUMP SUM	1	\$114,000.00	\$114,000.00
4.	<u>Interior Caulking:</u> Furnish all labor, materials, and equipment to caulk all designated voids on the interior surfaces, in accordance with the specifications.	LUMP SUM	1	\$6,000.00	\$6,000.00
5.	<u>Center Vent:</u> Remove and dispose of existing center vent and furnish and install a new 48" center vent including reinforcing plate, fiberglass cover, roof plates, and aluminum screening, in accordance with the plans.	LUMP SUM	1	\$17,700.00	\$17,700.00
6.	<u>Existing Roof Hatch Cover:</u> Remove the existing roof hatch cover and furnish and install a new aluminum hatch cover, in accordance with the plans.	LUMP SUM	1	\$3,200.00	\$3,200.00
7.	<u>Secondary Roof Hatch:</u> Furnish and install a new 36" x 36" hatch with hinged aluminum cover, in accordance with the plans.	LUMP SUM	1	\$5,000.00	\$5,000.00
8.	<u>Guardrailing:</u> Fabricate and install new guardrailing sections with kickplates at the roof hatch/work area, in accordance with the plans.	LUMP SUM	1	\$4,600.00	\$4,600.00
9.	<u>Widen the Top of the Ladder:</u> Modify the top of the ladder opening to provide a wider opening and install a self-closing gate, in accordance with the plans.	LUMP SUM	1	\$4,300.00	\$4,300.00
10.	<u>Exterior Saf-T-Climb:</u> Furnish and install a new galvanized Saf-T-Climb fall prevention device on the exterior ladder including bracing the dismount section, harness, and locking sleeve.	LUMP SUM	1	\$7,600.00	\$7,600.00

11.	Interior Saf-T-Climb & Ladder Rung: Furnish and install a new galvanized Saf-T-Climb fall prevention device on the interior ladder including dismount section, harness, and locking sleeve. Remove and dispose of top rung of the existing interior ladder.	LUMP SUM	1	\$5,200.00	\$5,200.00
12.	Fall Restraint System (FRS): Furnish and install a new FRS, attachments, and mounting hardware, in accordance with the plans.	LUMP SUM	1	\$5,000.00	\$5,000.00
13.	Overflow Modification: Extend the existing overflow pipe and furnish and install a new pipe and brackets, in accordance with the plans.	LUMP SUM	1	\$17,000.00	\$17,000.00
14.	Liquid Level Indicator: Remove the existing liquid level indicator assembly including piping, cables, float, hardware and gauge board and weld plate over the holes in the roof.	LUMP SUM	1	\$1,500.00	\$1,500.00
15.	Inlet Pipe Diffuser: Remove the existing inlet diffuser and furnish and install a new flange, pipe elbow, and inlet diffuser box, in accordance with the plans.	LUMP SUM	1	\$11,200.00	\$11,200.00
16.	Concrete Grade Band: Remove asphalt, gravel, and dirt within the concrete grade band a minimum of 6 inches below the bottom plate extension and place new clean gravel within the concrete grade band up to the bottom plate extension.	LUMP SUM	1	\$16,600.00	\$16,600.00
17.	Coupling & Ball Valve: Furnish and install a new 1" coupling and ball valve at the location designated by the City.	LUMP SUM	1	\$1,100.00	\$1,100.00
18.	Mixing and Chemical Feed System: Furnish and install a mixing and chemical feed system, including mixer, control panel and enclosure, four (4) each 1" nozzles and ball valves, conduit, unistruts, copper piping, and roof hatch couplings, in accordance with the plans and specifications.	LUMP SUM	1	\$70,398.00	\$70,398.00
19.	Galvanic Cathodic Protection System: Remove and dispose of the existing system and furnish and install a new galvanic cathodic protection system, in accordance with the plans and specifications.	LUMP SUM	1	\$13,225.00	\$13,225.00
20.	Water & Sediment: Furnish all labor, materials, and equipment to remove 10' of water and sediment in the reservoir and dispose of off-site, including filtering and dechlorinating water.	LUMP SUM	1	\$1,000.00	\$1,000.00
Total of All Base Bid Items (1-20)					\$ 620,456.00

RESERVOIR 2-1
OPTIONAL BID ITEMS

Contractor shall furnish all labor, materials, equipment, applicable taxes, and incidentals necessary for the accomplishment of the following additive work items (if required):

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
21.	<u>Dehumidification:</u> Furnish all labor, materials, and equipment to use dehumidification system for interior work, including curing of coatings, in accordance with the specifications. Sound barriers shall be provided as required.	COST PER WEEK	6	\$1,000.00	\$6,000.00
22.	<u>Pitted Areas:</u> Furnish all labor, materials, and equipment to fill or weld plates over excessively pitted or corroded areas, as determined necessary by the Engineer.	CREW HOUR	16	\$400.00	\$6,400.00
23.	<u>Grinding:</u> Furnish all labor, materials, and equipment to grind smooth sharp edges of the rafters and/or girder flanges that comprise of sharp edges from sandblasting, as determined necessary by the Engineer.	CREW HOUR	16	\$450.00	\$7,200.00
24.	<u>Inspection Blast:</u> Furnish all labor, materials, and equipment to abrasively blast clean severely corroded surfaces, as determined necessary by the Engineer for inspection.	CREW HOUR	8	\$450.00	\$3,600.00
25.	<u>Replace 3 ft. Section Existing Rafters:</u> Furnish all labor, materials, and equipment to remove 3 ft. section of the existing rafters and replace with new rafters in like kind.	EACH	20	\$975.00	\$19,500.00
26.	<u>Nuts and Bolts:</u> Furnish all labor, materials, and equipment to replace existing nuts and bolts at the structural connections, as determined necessary by the Engineer. Each is based on a set of two bolts per connection.	EACH	40	\$102.00	\$4,080.00
	Total of All Optional Bid Items (21-26)				\$46,780.00
	Total of All Bid Items (1-26)				\$667,236.00

SCHEDULE OF WORK ITEMS
REHABILITATION OF RESERVOIR 2-2

Contractor shall furnish all labor, materials, equipment, applicable taxes, and incidentals necessary for the accomplishment of the following specific work items:

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1.	Interior Coating: Furnish all labor, materials, and equipment to prepare surfaces to SSPC-SP10, and coat interior with an epoxy coating system, in accordance with the specifications.	LUMP SUM	1	\$310,833.00	\$310,833.00
2.	Disinfection: Furnish all labor, materials, and equipment to prepare surfaces and disinfect interior.	LUMP SUM	1	\$5,000.00	\$5,000.00
3.	Exterior Paint: Furnish all labor, materials, and equipment to prepare surfaces to SSPC-SP10 and paint the exterior surfaces with an epoxy/urethane system, including piping, in accordance with the specifications.	LUMP SUM	1	\$114,000.00	\$114,000.00
4.	Interior Caulking: Furnish all labor, materials, and equipment to caulk all designated voids on the interior surfaces, in accordance with the specifications.	LUMP SUM	1	\$6,000.00	\$6,000.00
5.	Center Vent: Remove and dispose of existing center vent and furnish and install a new 48" center vent including reinforcing plate, fiberglass cover, roof plates, and aluminum screening, in accordance with the plans.	LUMP SUM	1	\$17,700.00	\$17,700.00
6.	Existing Roof Hatch Cover: Remove the existing roof hatch cover and furnish and install a new aluminum roof hatch cover, in accordance with the plans.	LUMP SUM	1	\$3,200.00	\$3,200.00
7.	Secondary Roof Hatch: Furnish and install a new 36" x 36" hatch with hinged aluminum cover, in accordance with the plans.	LUMP SUM	1	\$5,000.00	\$5,000.00
8.	Guardrailing: Remove and dispose of existing guardrail diagonal supports and fabricate and install new guardrailing sections with kickplates at the roof hatch/work area, in accordance with the plans.	LUMP SUM	1	\$4,000.00	\$4,000.00
9.	Interior Saf-T-Climb & Ladder Rung: Furnish and install a new galvanized Saf-T-Climb fall prevention device on the interior ladder including dismount section, harness, and locking sleeve. Remove and dispose of top rung of the existing interior ladder.	LUMP SUM	1	\$5,200.00	\$5,200.00
10.	Fall Restraint System (FRS): Furnish and install a new FRS, attachments, and mounting hardware, in accordance with the plans.	LUMP SUM	1	\$5,000.00	\$5,000.00

11.	<u>Lateral Braces:</u> Furnish all labor, materials, and equipment to install new lateral braces and weld existing lateral header, in accordance with the plans and specifications.	LUMP SUM	1	\$25,800.00	\$25,800.00
12.	<u>Overflow:</u> Remove the existing overflow pipe, nozzle, brackets, and pipe support and furnish and install a new pipe, nozzle, brackets, and passive check valve, in accordance with the plans.	LUMP SUM	1	\$24,600.00	\$24,600.00
13.	<u>Liquid Level Indicator:</u> Remove the existing liquid level indicator assembly including piping, cables, float, hardware and gauge board and weld plate over the holes in the roof.	LUMP SUM	1	\$1,500.00	\$1,500.00
14.	<u>Inlet Pipe Diffuser:</u> Remove the existing inlet diffuser and furnish and install a new flange, pipe elbow, and diffuser box, in accordance with the plans.	LUMP SUM	1	\$11,200.00	\$11,200.00
15.	<u>Concrete Grade Band:</u> Remove asphalt, gravel, and dirt within the concrete grade band a minimum of 6 inches below the bottom plate extension and place new clean gravel within the concrete grade band up to the bottom plate extension.	LUMP SUM	1	\$16,700.00	\$16,700.00
16.	<u>Coupling & Ball Valve:</u> Furnish and install a new 1" coupling and ball valve at the location designated by the City.	LUMP SUM	1	\$1,100.00	\$1,100.00
17.	<u>Mixing and Chemical Feed System:</u> Furnish and install a mixing and chemical feed system, including mixer, control panel and enclosure, four (4) each 1" nozzles and ball valves, conduit, unistruts, copper piping, and roof hatch couplings, in accordance with the plans and specifications.	LUMP SUM	1	\$70,398.00	\$70,398.00
18.	<u>Galvanic Cathodic Protection System:</u> Furnish and install a new galvanic cathodic protection system, in accordance with the plans and specifications.	LUMP SUM	1	\$13,225.00	\$13,225.00
19.	<u>Water & Sediment:</u> Furnish all labor, materials, and equipment to remove 10' of water and sediment in the reservoir and dispose of off-site, including filtering and dechlorinating water.	LUMP SUM	1	\$1,000.00	\$1,000.00
Total of All Base Bid Items (1-19)					\$ 641,456.00

RESERVOIR 2-2
OPTIONAL BID ITEMS

Contractor shall furnish all labor, materials, equipment, applicable taxes, and incidentals necessary for the accomplishment of the following additive work items (if required):

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
20.	<u>Dehumidification:</u> Furnish all labor, materials, and equipment to use dehumidification system for interior work, including curing of coatings, in accordance with the specifications. Sound barriers shall be provided as required.	COST PER WEEK	6	\$1,000.00	\$6,000.00
21.	<u>Pitted Areas:</u> Furnish all labor, materials, and equipment to fill or weld plates over excessively pitted or corroded areas, as determined necessary by the Engineer.	CREW HOUR	16	\$400.00	\$6,400.00
22.	<u>Grinding:</u> Furnish all labor, materials, and equipment to grind smooth sharp edges of the rafters and/or girder flanges that comprise of sharp edges from sandblasting, as determined necessary by the Engineer.	CREW HOUR	16	\$450.00	\$7,200.00
23.	<u>Inspection Blast:</u> Furnish all labor, materials, and equipment to abrasively blast clean severely corroded surfaces, as determined necessary by the Engineer for inspection.	CREW HOUR	8	\$450.00	\$3,600.00
24.	<u>Center Support Structure:</u> Furnish all labor, materials, and equipment to remove the existing center support structure and furnish and install new structure in like kind.	LUMP SUM	1	\$28,200.00	\$28,200.00
25.	<u>Nuts and Bolts:</u> Furnish all labor, materials, and equipment to replace existing nuts and bolts at the structural connections, as determined necessary by the Engineer. Each is based on a set of two bolts per connection.	EACH	40	\$102.00	\$4,080.00
Total of All Optional Bid Items (20-25)					\$ 55,480.00
Total of All Bid Items (1-25)					\$ 696,936.00

SCHEDULE OF WORK ITEMS
REHABILITATION OF RESERVOIR 2-3

Contractor shall furnish all labor, materials, equipment, applicable taxes, and incidentals necessary for the accomplishment of the following specific work items:

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1.	Interior Coating: Furnish all labor, materials, and equipment to prepare surfaces to SSPC-SP10, and coat interior with an epoxy coating system, in accordance with the specifications.	LUMP SUM	1	\$310,833.00	\$310,833.00
2.	Disinfection: Furnish all labor, materials, and equipment to prepare surfaces and disinfect interior.	LUMP SUM	1	\$5,000.00	\$5,000.00
3.	Exterior Paint: Furnish all labor, materials, and equipment to prepare surfaces to SSPC-SP10 and paint the exterior surfaces with an epoxy/urethane system, including piping, in accordance with the specifications.	LUMP SUM	1	\$114,000.00	\$114,000.00
4.	Interior Caulking: Furnish all labor, materials, and equipment to caulk all designated voids on the interior surfaces, in accordance with the specifications.	LUMP SUM	1	\$6,000.00	\$6,000.00
5.	Center Vent: Remove and dispose of existing center vent and furnish and install a new 48" center vent including reinforcing plate, fiberglass cover, roof plates, and aluminum screening, in accordance with the plans.	LUMP SUM	1	\$17,700.00	\$17,700.00
6.	Existing Roof Hatch Cover: Remove the existing roof hatch cover and furnish and install a new aluminum roof hatch cover, in accordance with the plans.	LUMP SUM	1	\$3,100.00	\$3,100.00
7.	Secondary Roof Hatch: Furnish and install a new 36" x 36" hatch with hinged aluminum cover, in accordance with the plans.	LUMP SUM	1	\$5,000.00	\$5,000.00
8.	Guardrailing: Remove and dispose of existing guardrail diagonal supports and fabricate and install new guardrailing sections with kickplates at the roof hatch/work areas, in accordance with the plans.	LUMP SUM	1	\$4,600.00	\$4,600.00
9.	Interior Saf-T-Climb: Furnish and install a new galvanized Saf-T-Climb fall prevention device on the interior ladder including dismount section, harness, and locking sleeve.	LUMP SUM	1	\$5,200.00	\$5,200.00
10.	Fall Restraint System (FRS): Furnish and install a new FRS, attachments, and mounting hardware, in accordance with the plans.	LUMP SUM	1	\$5,000.00	\$5,000.00

11.	<u>Lateral Braces:</u> Furnish all labor, materials, and equipment to install new lateral braces and weld existing lateral header, in accordance with the plans and specifications.	LUMP SUM	1	\$25,800.00	\$25,800.00
12.	<u>Overflow:</u> Remove the existing overflow pipe, nozzle, brackets, and pipe support and furnish and install a new pipe, nozzle, brackets, and passive check valve, in accordance with the plans.	LUMP SUM	1	\$24,600.00	\$24,600.00
13.	<u>Liquid Level Indicator:</u> Remove the existing liquid level indicator assembly including piping, cables, float, hardware and gauge board and weld plate over the holes in the roof.	LUMP SUM	1	\$1,500.00	\$1,500.00
14.	<u>Inlet Pipe Diffuser:</u> Remove the existing inlet diffuser and furnish and install a new flange, pipe elbow, and diffuser box, in accordance with the plans.	LUMP SUM	1	\$11,200.00	\$11,200.00
15.	<u>Concrete Grade Band:</u> Remove asphalt, gravel, and dirt within the concrete grade band a minimum of 6 inches below the bottom plate extension and place new clean gravel within the concrete grade band up to the bottom plate extension.	LUMP SUM	1	\$16,600.00	\$16,600.00
16.	<u>Coupling & Ball Valve:</u> Furnish and install a new 1" coupling and ball valve at the location designated by the City.	LUMP SUM	1	\$1,100.00	\$1,100.00
17.	<u>Mixing and Chemical Feed System:</u> Furnish and install a mixing and chemical feed system, including mixer, control panel and enclosure, four (4) each 1" nozzles and ball valves, conduit, unistruts, copper piping, and roof hatch couplings, in accordance with the plans and specifications.	LUMP SUM	1	\$70,398.00	\$70,398.00
18.	<u>Galvanic Cathodic Protection System:</u> Furnish and install a new galvanic cathodic protection system, in accordance with the plans and specifications.	LUMP SUM	1	\$13,225.00	\$13,225.00
19.	<u>Water & Sediment:</u> Furnish all labor, materials, and equipment to remove 10' of water and sediment in the reservoir and dispose of off-site, including filtering and dechlorinating water.	LUMP SUM	1	\$1,000.00	\$1,000.00
Total of All Base Bid Items (1-19)					\$ 641,856.00

RESERVOIR 2-3
OPTIONAL BID ITEMS

Contractor shall furnish all labor, materials, equipment, applicable taxes, and incidentals necessary for the accomplishment of the following additive work items (if required):

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
20.	<u>Dehumidification:</u> Furnish all labor, materials, and equipment to use dehumidification system for interior work, including curing of coatings, in accordance with the specifications. Sound barriers shall be provided as required.	COST PER WEEK	6	\$1,000.00	\$6,000.00
21.	<u>Pitted Areas:</u> Furnish all labor, materials, and equipment to fill or weld plates over excessively pitted or corroded areas, as determined necessary by the Engineer.	CREW HOUR	16	\$400.00	\$6,400.00
22.	<u>Grinding:</u> Furnish all labor, materials, and equipment to grind smooth sharp edges of the rafters and/or girder flanges that comprise of sharp edges from sandblasting, as determined necessary by the Engineer.	CREW HOUR	16	\$450.00	\$7,200.00
23.	<u>Inspection Blast:</u> Furnish all labor, materials, and equipment to abrasively blast clean severely corroded surfaces, as determined necessary by the Engineer for inspection.	CREW HOUR	8	\$450.00	\$3,600.00
24.	<u>Nuts and Bolts:</u> Furnish all labor, materials, and equipment to replace existing nuts and bolts at the structural connections, as determined necessary by the Engineer. Each is based on a set of two bolts per connection.	EACH	40	\$102.00	\$4,080.00
	Total of All Optional Bid Items (20-24)				\$ 27,280.00
	Total of All Bid Items (1-24)				\$ 669,136.00

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:

Paul Migawa

President

Spiro Poulos

Vice President

Michael Uhles

Secretary

John Krstevski

Vice President

The undersigned hereby certifies to the City of Vernon that he/she is the duly elected and acting Secretary of Capitol Industries, Inc. ("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 25th day of February, 2022

Michael Uhles

Secretary's Name-Printed

Secretary's Signature

Bond No.: _____

Premium Amount: \$ _____

Bond's Effective Date: _____

BID BOND

RECITALS:

1. The City of Vernon, California ("City"), has issued a Notice Inviting Bids for the Work described as follows:
Specification No. LP-0655: Rehabilitation of Reservoirs 2-1, 2-2, and 2-3 in Vernon, CA. ("Project").
2. In response to the Notice Inviting Bids, Capital Industrial Coatings LLC
(Name, address, and telephone of Contractor)
141 E 141st Street, Hammond, IN 46327 ("Principal"),
has submitted the accompanying Bid for the Project.
3. Principal is required under the terms of the Specification—and all Bidding Documents referenced in it—to furnish a bond with the Bid.
4. The Specification, including all its amendments and supplements, and Principal's Bid are incorporated into this Bond and made a part of it by this reference.

OBLIGATION:

THEREFORE, for value received, We, Principal and

Harco National Insurance Company

(Name, address, and telephone of Surety)

4200 SIX FORKS ROAD, SUITE 1400, RALEIGH, NC 27609 PHONE: (919) 833-1600 ("Surety"),
a duly admitted surety insurer under California's laws, agree as follows:

By this Bond, We jointly and severally obligate and bind ourselves, and our respective heirs, executors, administrators, successors, and assigns to pay City the penal sum of Ten Percent of Amount Bid

Dollars (\$ 10%) ("the Bonded Sum"), this amount comprising not less than TEN PERCENT (10%) of Principal's Base Bid, in lawful money of the United States of America.

The Licensed Agent for Surety is:

Wyatt A Lockhart; 2121 N California Blvd Walnut Creek CA 94596 Phone: 208-315-5478

(Name, address, and telephone)

Registered Agent's California Department of Insurance License No. 2061768

THE CONDITION OF THIS BOND'S OBLIGATION IS THAT, if: (1) Principal does not (a) withdraw its Bid for the period specified in the Bidding Documents, or if no period is specified for ninety (90) calendar days after City awards the Contract for the Project, or (b) attempt to withdraw its Bid when the requirements of California Public Contract Code §5101 et seq., or any successor legislation, are not met; or (2) City awards Principal the Contract in response to Principal's Bid, and within the time and manner specified by the Specification or Contract Documents or if no period is specified within fourteen (14) calendar days after the Contract's award, Principal (a) signs and delivers to City the Contract, in accordance with the Bid as accepted, (b) furnishes the required bonds for not only Principal's faithful performance and proper fulfillment of the Contract, but also Principal's payment for labor and materials used in the Project, and (c) furnishes the required insurance, then this obligation becomes null and void. Otherwise, this Bond remains in full force and effect, and the following terms and conditions apply to this Bond:

1. Surety's obligations under this Bond are separate, independent from, and not contingent upon any other surety's guaranteeing that upon City's awarding the Contract to Principal, the Principal will enter into the Contract with City.
2. No right of action accrues on this Bond to any entity other than City or its successors and assigns.
3. If an action at law or in equity is necessary to enforce or interpret this Bond's terms, Surety must pay in addition to the Bonded Sum City's reasonable attorneys' fees and litigation costs, in an amount the court fixes.
4. Surety shall mail City written notice at least 30 days before: (a) the effective date on which the Surety will cancel, terminate, or withdraw from this Bond; or (b) this Bond becomes void or unenforceable for any reason.

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

Date: February 28, 2022

PRINCIPAL:

Capital Industrial Coatings LLC

(Company Name)

Epoulos

(Signature)

By: SPIRO POULOS

(Name)

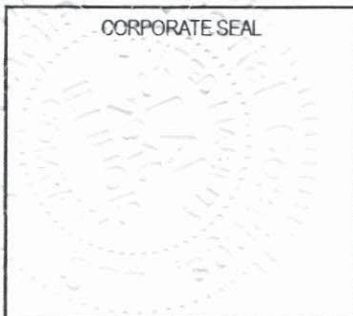
Its: VICE PRESIDENT

(Title)

Address for Serving Notices or Other Documents:

141 E 141st Street

Hammond, IN 46327



SURETY:

Harco National Insurance Company

(Company Name)

William T Krumm

(Signature)

By: William T Krumm

(Name)

Its: Attorney-in-Fact

(Title)

Address for Serving Notices or Other Documents:

4200 SIX FORKS ROAD, SUITE 1400

RALEIGH, NC 27609



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


BOND ACKNOWLEDGMENT
FOR
SURETY'S ATTORNEY-IN-FACT

STATE OF ~~CALIFORNIA~~ Illinois)
COUNTY OF Cook) ss
)

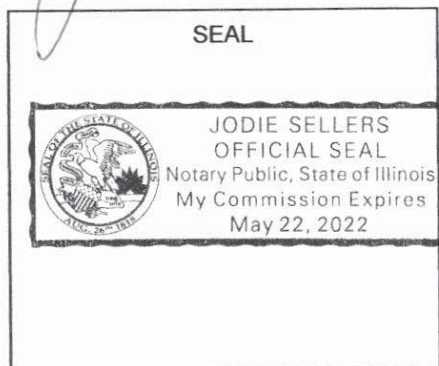
On this 28th day of February, 20 22,

before me, Jodie Sellers (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 Harco National Insurance Company, and acknowledged to me that he/she subscribed the name of William T Krumm 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



Bond # Bid Bond

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY
Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

JODIE SELLERS, JON A. SCHROEDER, WILLIAM T. KRUMM, KAREN E. SOCHA, SHARON A. FOULK, MICHAEL MILLER

Rolling Meadows, IL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2020



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2020, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

February 28 2022

Irene Martins, Assistant Secretary

BIDDER'S STATEMENT OF QUALIFICATIONS

1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor? 5

1.2 How many years has your organization been in business under its present name? 5

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: 9/23/16

1.3.2 State of incorporation/organization: Illinois

1.3.3 Corporate ID number: 81-3899251

1.3.4 Name of President: Paul Migawa

1.3.5 Agent for Service of Process: CT Corporation

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization/formation: _____

1.4.2 Type of partnership (if applicable): _____

1.4.3 Name(s) of general partner(s): _____

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: _____

1.5.2 Name of owner: _____

1.6 If the form of your organization is other than those listed above, describe it and name the principals: _____

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.

Alaska, Arizona, California, Hawaii, Illinois, Indiana, Nevada, Oklahoma, Pennsylvania, Texas,
Washington, Wisconsin, Wyoming

- 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.

Painting, Abrasive Blasting, Fireproofing, Surface Preparation, Tank Linings, Floor Coatings,
Lead Abatement, Assessment Programs

- 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 "Painting and Decorating" and "Cathodic Protection Installation" 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:

4.1.1 The performance, non-performance, default, violation, or breach of a contract or agreement?

YES ☒ NO

4.1.2 A vehicle collision or accident involving your firm's employees?

YES ☒ NO

4.1.3 Damage to real property arising out of your services or operations?

YES ☒ NO

4.1.4 Employment-related litigation brought by an employee of your firm?

YES ☒ NO

4.1.5 Payment to a subcontractor or supplier?

YES ☒ NO

4.1.6 Defective, deficient, or substandard work?

YES ☒ NO

If the answer to any questions in 4.1.1 to 4.1.6 is YES, identify the name of the person or entity that sued (i.e., "the plaintiff") or was involved in the mediation or arbitration; list the date, court, court address, and case number; describe the facts and circumstances giving rise to the lawsuit, mediation, or arbitration; and set forth the outcome or disposition. Attach additional sheets as necessary.

4.2 Have you or your firm ever filed a claim for damages or a lawsuit, or requested arbitration or mediation, against a government entity or a Client?

YES ☒ NO

If YES, identify the government entity or client; list the date, court and case number; describe the facts and circumstances about the claim for damages, or the lawsuit, or both; and set forth the outcome or disposition. Attach additional sheets as necessary.

4.3 Are there any pending or outstanding judgments or liens against you, your firm, or any of its owners, partners, officers, or employees?

YES ☒ NO

If YES, identify the name of the person or entity entitled to payment; list the date court and case number; describe the facts and circumstances giving rise to the judgment or lien; and set forth the amount of the judgment or lien. Attach additional sheets if necessary.

4.4 In the past five (5) years, has any government entity ever: (a) investigated, cited, disciplined,

or assessed any penalties against you, your firm, or any of its owners, partners, officers, or employees, or (b) determined or concluded that your firm or any of its owners, partners, officers, or employees violated any laws, rules, or regulations?

YES ☒ NO

If YES, identify the government entity; list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 4.5 In the past five (5) years, have you, your firm or any of its owners, partners, officers or employees been convicted of a crime related to the bidding of a government contract, the awarding of a government contract, or the performance of a government contract? ("Convicted" includes a verdict of guilty by a judge or jury, a plea of guilty, a plea of nolo contendere, or a forfeiture of bail.)

YES ☒ NO

If YES, identify the government entity; list the date, court and case number; describe the facts and circumstances about each instance; and set forth the penalty or punishment imposed. Attach additional sheets as necessary.

- 4.6 In the past five (5) years, have you, your firm, or any of its owners, partners, officers or employees been convicted of a crime involving embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, or receiving stolen property, or making or submitting a false claim?

YES ☒ NO

If YES, identify the crime or offense; list the date, court and case number; describe the facts and circumstances about each instance; and set forth the penalty or punishment imposed. Attach additional sheets as necessary.

- 4.7 Have you or, if Bidder is a corporation, any principal of the corporation ever been convicted of a felony?

YES ☒ NO

If YES, please explain the details of that conviction and, if so, whether you or said officer have served his or her sentence.

- 4.8 In the past five (5) years, has a government entity determined or concluded that you, your firm, or any of its owners, partners, officers or employees made or submitted a false claim (including a false claim for payment), or made a material misrepresentation?

YES ☒ NO

If YES, identify the government entity, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 4.9 Have you or your company ever been charged by any governmental agency for failure to follow safety procedures? If **YES**, please explain.

YES ☒ NO

- 4.10 Has any governmental agency ever submitted a complaint against you or your firm to the California State Labor Commission for failure to submit certified payrolls? If your answer is "Yes", please provide the details of such complaint.

YES ☒ NO

5. FIRM'S OPERATIONAL STATUS

- 5.1. In the past seven (7) years, has your firm, or anyone else acting on behalf of your firm, filed for bankruptcy, insolvency, receivership, or reorganization?

YES ☒ NO

If YES, list the filing date, identify the court and case number; describe the facts and circumstances giving rise to each instance; and set forth the disposition or current status. Attach additional sheets as necessary.

- 5.2. In the past five (5) years, has your firm had an consolidations, mergers, acquisitions, closings, layoffs or staff reductions?

YES ☒ NO

If YES, list the filing date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 5.3. Is your firm in the process of, or in negotiations toward: (a) consolidating, merging, selling, or closing its business, or (b) laying off employees or reducing staff?

YES ☒ NO

If YES, describe the transaction; list the anticipated date for completing the transaction, laying off employees, or reducing staff; and describe the facts, circumstances, and reason for taking the action. Attach additional sheets as necessary.

6. BIDDING; DEBARMENT; CONTRACT PERFORMANCE

- 6.1. Has a government entity ever debarred, disqualified, removed, suspended, or otherwise prevented you or your firm from bidding on, contracting, or completing a construction project?

YES ☒ NO

If YES, identify the name of the government entity, list the date, and describe the facts and circumstances about each instance, and state the reason for the government entity's action against your firm. Attach additional sheets as necessary.

- 6.2. Has a government entity ever rejected your firm's Bid or Proposal on the ground that you or your firm is a "non-responsible" bidder or proposer?

YES ☒ NO

If YES, identify the name of the government entity, list the date, describe the facts and circumstances about each instance, and state the reason or basis for the government entity's determining that your firm was a "non-responsible" bidder. Attach additional sheets as necessary.

- 6.3. Have you or your firm ever failed to fulfill or perform – either partially or completely – a contract or an agreement with a government entity or a client?

YES ☒ NO

If YES, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.4. In the past five (5) years, have you or any officer or principal of your firm been an officer of another firm which failed to perform a contract or agreement?

YES ☒ NO

If YES, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.5. Has your firm ever advised a government entity or a client, while your firm was under contract with the government entity or client, that your firm could not (or would not) fulfill or perform – either partially or completely – the contract or the agreement based on the prices that your firm had originally submitted in a Bid or a Proposal?

YES ☒ NO

If YES, list the date, identify the name of the government entity or client, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.6. Has your firm ever requested a government entity or a client, while your firm was under contract with the government entity or client, to renegotiate one or more terms of the existing contract or agreement?

YES ☒ NO

If YES, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.7. Has your firm ever requested a government entity or a client, while your firm was under contract with the government entity or client, to: (a) cancel the contract or agreement, or (b) release or discharge your firm from the contract or agreement?

YES ☒ NO

If YES, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.8. Has a government entity or a client ever terminated, suspended, or non-renewed your firm's contract or agreement before its completion?

YES ☒ NO

If YES, identify the name of the government entity, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.9. Has a government entity or a client ever notified or advised your firm that your firm's performance under a contract or agreement was poor, sub-standard, deficient, or non-compliant?

YES ☒ NO

If YES, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.10. In the past five (5) years, has your firm paid, or has your firm been assessed, liquidated damages on a contract or agreement?

YES ☒ NO

If YES, identify all such contracts/projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed, and all other information necessary to fully explain the assessment or payment of liquidated damages. Attach additional sheets as necessary.

7. INSURANCE AND BONDS

- 7.1. In the past ten years, has an insurance company or a surety company:

- 7.1.1. Refused to insure your firm for liability coverage?

YES ☒ NO

- 7.1.2. Canceled or non-renewed your firm's insurance coverage?

YES ☒ NO

- 7.1.3. Refused to issue your firm a bond?

YES ☒ NO

7.1.4. Canceled or revoked a bond obtained by your firm?

YES ☒ NO

If the answer to any questions in 7.1.1 to 7.1.4 is YES, identify the name of the insurance company or surety company, list the date, and describe the facts and circumstances about each instance. Attach addition sheets as necessary.

7.2 In the past ten (10) years, has an insurance company or surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims against a performance bond, payment bond, or maintenance bond issued on your firm's behalf?

YES ☒ NO

If YES, identify each contract completed or amount of each claim, the name and telephone number of the claimant, the date, grounds and current status of the claim, and if resolved, the method, nature, and amount of the resolution. Attach addition sheets as necessary.

8. SURETY

8.1 If a performance and/or payment bond is required by this bid, identify the bonding company if arrangements for the bond have been made; if not, identify the bonding company for the Contractor's most recent project:

Harco National Insurance Company- 702 Oberlin RD, Raleigh NC 27605-0800

8.2 Name and address of agent:


Jon Schroeder

2850 Golf Road, Rolling Meadows, IL 60008

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


SPIRO POULOS

BIDDER'S EXPERIENCE FORM

PROJECT NAME: Rehabilitation of Reservoirs 2-1, 2-2, and 2-3

SPECIFICATION NO. Contract No. LP-0655

COMPANY NAME: Capital Industrial Coatings, LLC

***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	2021	2022	\$1,747,100	City of Vernon Rehabilitation of Reservoirs 3-1, 3-2, and 3-3	4305 S. Santa Fe Ave. Vernon, CA 90058	Mark Aumentado	(323) 855-1087
2	2020	2021	\$1,443,000	Otay Water District 850-1 & 1200-1 Reservoirs	2554 Sweetwater Springs Blvd Spring Valley, CA 91978	Doug Cook	858-518-3072
3	2020	2020	\$412,500	Vallecitos Water District North Twin Oaks Reservoir #1	201 Vallecitos De Oro San Marcos, CA 92069	Lito Santos	760-744-0460

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: SPIRO POULOS

State of California Contractor's License No. 1046485

Contractor's License expiration date 11/30/22

Capital and Capital Supervisory Level Staff - Tank Work Experience

Customer	Location	Project	Value	Year	Size	Contact	Interior System	Exterior System	Capital Representative
Chay Water District	Chay, CA	850-1 & 1200-1 Reservoirs	\$1,443,000	2020-2021		Doug Cook 858-518-3072	SSPC-SP-10 3 Coat 891	SSPC-SP-10 2 Coat 891	Shawn Clappool
BP	Whiting	Tank 3919	\$1,100,000	2019-2020	220x50	Eric Hepworth 219-370-3308	SSPC-SP-10, PPG 840 Plural	SSPC-SP-10, Sherwin Williams Zinc Epoxy, Polyurethane	Shawn Clappool
Marathon Logistics	Southern California	Various	\$740,000	2019, 2020	60' - 77' Dia	Ryan Selby / 714-453-7168	SSPC-SP-10, Carboline Tank Shield Plural	SSPC-SP-10, Carboline Zinc Epoxy, Polyurethane	Shawn Clappool
Marathon Refinery	Whiting	8005.1, 8008.0, 8008.1	\$1,700,000	2019	117' x 50'	John Halpern 310-647-7050	SSPC-SP-5, Carboline 4500FT Plural	SSPC-SP-6 International, Zinc Epoxy, Polyurethane	Shawn Clappool
Vallecitos Water District	Vallecitos	North Twin Oaks Reservoir # 1	\$412,500	2020	55' x 40'	Leo Santos 760-744-0660	SSPC-SP-10, International 975P Plural	SSPC-SP-6 International, Zinc Epoxy, Polyurethane	Shawn Clappool
BP	Whiting	Tank 3	\$402,000	2020	90' x 40'	Tom Burns 909-262-4439	SSPC-SP-10, Carboline 4550 Plural	SSPC-SP-10, Carboline, Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Superior	Tank 5	\$700,000	2020	180x50	Jason Thorsell 715-394-1811	SSPC-SP-5, Sherwin Williams Duraplate UHS Plural	SSPC-SP-6, Hempel Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Superior	Tank 3919	\$700,000	2020	180x51	Jason Thorsell 715-394-1811	SSPC-SP-5, Sherwin Williams Duraplate UHS Plural	SSPC-SP-6, Hempel Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Superior	Tank 1040	\$800,000	2020	200x50	Danny Brown 918-223-2033	SSPC-SP-5, Hempel T191 Plural	SSPC-SP-6, Hempel Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	Tank 170	\$545,000	2019	140' x 50'	Tom Burns 909-262-4439	SSPC-SP-5, Hempel T191 Plural	SSPC-SP-6, Hempel Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	Tank 2	\$255,000	2019	90' x 50'	Tom Burns 909-262-4439	SSPC-SP-10, Carboline 4550 Plural	SSPC-SP-6, Hempel Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	Tank 2	\$150,000	2019	120' x 50'	Tom Burns 909-262-4439	SSPC-SP-10, Carboline 4550 Plural	SSPC-SP-10, Carboline, Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	Tank 328	\$350,000	2019	105' x 34'	Tom Burns 909-262-4439	SSPC-SP-10, Carboline 4550 Plural	SSPC-SP-10, Carboline, Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	Tank 36-14	\$348,800	2019	150x50	Eric Hepworth 219-370-3308	SSPC-SP-5, Sherwin Williams Duraplate UHS Plural	SSPC-SP-6, Hempel Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	Tank 2	\$861,000	2019	180x50	Jason Thorsell 715-394-1810	SSPC-SP-5, Sherwin Williams Duraplate UHS Plural	SSPC-SP-6, Hempel Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	Tank 303	\$61,000	2018	80' x 40'	Tom Burns 909-262-4439	SSPC-SP-10, Carboline 4550 Plural	SSPC-SP-10, Carboline, Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	Tank 46	\$55,000	2018	40' x 40'	Tom Burns 909-262-4439	SSPC-SP-10, Carboline 4550 Plural	SSPC-SP-10, Carboline, Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	Tank 679	\$55,000	2018	Various	Jason Thorsell 715-394-1811	SSPC-SP-5, Hempel T191 Plural	SSPC-SP-6, Hempel Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	Various TKS	\$475,000	2018	Various	Kenney Weber 714-684-8944	SSPC-SP-10, Sherwin Williams Duraplate UHS Plural	SSPC-SP-6, Hempel Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	Tank 9009	\$640,000	2018	138 x 50'	David Gron 562-274-5696	SSPC-SP-10, Sherwin Williams Plural Novaplate 325	SSPC-SP-6, Hempel Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	Tank 9003	\$280,000	2018	138 x 50'	David Gron 562-274-5696	SSPC-SP-10, Sherwin Williams Plural Novaplate 325	SSPC-SP-6, Hempel Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	Tank 513	\$110,000	2018	120' x 20'	Henry Dominguez 915-775-3304	SSPC-SP-10, Carboline 4500FT Plural	SSPC-SP-10, Carboline, Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	Tank 190	\$254,000	2018	140' x 40'	Henry Dominguez 915-775-3304	SSPC-SP-10, Carboline 4500FT Plural	SSPC-SP-10, Carboline, Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	Waterborne Crude Tk	\$1,258,000	2017	230' x 65'	Tom Burns 909-262-4439	SSPC-SP-5, Thiemec 22 Plural	SSPC-SP-6, PPG Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	EG Shaped Digester 1	\$1,754,000	2017	85' x 90'	Graham Wendt 425-349-5719	SSPC-SP-5, Thiemec 22 Plural	SSPC-SP-6, PPG Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	WB Crude Tk - 17597	\$594,000	2017	190' x 64'	Graham Wendt 425-349-5719	SSPC-SP-10, Sherwin Williams Duraplate UHS - Plural	SSPC-SP-7, Epoxy/ Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	TK 771	\$124,000	2017	140' x 50'	Doug Russell 909-418-4334	SSPC-SP-10, Carboline 4500 Plural	SSPC-SP-7, Epoxy/ Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	TK 80001	\$480,000	2017	150' x 50'	Sandra Sanchez 562-665-6919	SSPC-SP-10, Carboline 4500 Plural	SSPC-SP-7, Epoxy/ Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	TK 803	\$480,000	2017	220' x 16'	David Gron 562-274-5696	SSPC-SP-10, Carboline 4500 Plural	SSPC-SP-7, Epoxy/ Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	TK 803	\$25,000	2017	180x50	Henry Dominguez 915-775-3304	SSPC-SP-10, Sherwin Williams Plural Novaplate 325	SSPC-SP-7, Epoxy/ Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	Tank #71	\$750,000	2017	180x50	Jason Thorsell 715-394-1810	SSPC-SP-5, Hempel T191 Plural	SSPC-SP-6, Hempel Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	Tanks #231 & 2233	\$2,400,000	2017	200x50	Danny Brown 918-223-2033	SSPC-SP-5, Hempel T191 Plural	SSPC-SP-6, Hempel Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	Tank #1	\$670,000	2017	180x50	Jason Thorsell 715-394-1811	SSPC-SP-5, Hempel T191 Plural	SSPC-SP-6, Hempel Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	EG Shaped Digester 2	\$1,340,000	2016	85' x 90'	Graham Wendt 425-349-5719	SSPC-SP-5, Thiemec 22 Plural	SSPC-SP-6, PPG Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	WB Crude Tk - 17596	\$2,000,000	2017	Over 1mm	Randy 951-558-4849	International 975P Plural	International	Shawn Clappool
Whiting	Whiting	WB Crude Tk - 17596	\$584,000	2016	190' x 64'	Graham Wendt 425-349-5719	SSPC-SP-5, Carboline 4500FT Plural	SSPC-SP-6, Carboline Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	TK 537	\$145,000	2016	120' x 48'	Graham Wendt 425-349-5719	SSPC-SP-5, Carboline 4500FT Plural	SSPC-SP-6, Carboline Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	Tank #530	\$594,000	2016	150x50	Danny Brown 918-223-2033	SSPC-SP-5, Sherwin Williams Duraplate UHS Plural	SSPC-SP-6, Carboline Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	Tank #531	\$594,000	2016	150x50	Danny Brown 918-223-2033	SSPC-SP-5, Sherwin Williams Duraplate UHS Plural	SSPC-SP-6, Carboline Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	Tank #77	\$844,000	2016	180x50	Jason Thorsell 715-394-1811	SSPC-SP-5, Hempel T191 Plural	SSPC-SP-6, Hempel Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	Tank #19	\$1,241,000	2016	220x50	Atul Sumra 419-392-6242	SSPC-SP-5, Sherwin Williams Duraplate UHS Plural	SSPC-SP-6, Hempel Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	Tanks # 1453 & 86	\$550,000	2016	150x50	Danny Brown 918-223-2033	SSPC-SP-5, Sherwin Williams Duraplate UHS Plural	SSPC-SP-6, Hempel Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	WB Crude Tk - 17595	\$3,450,000	2016	220x50	Atul Sumra 419-392-6242	SSPC-SP-5, Sherwin Williams Duraplate UHS Plural	SSPC-SP-6, Hempel Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	TK 1128	\$584,000	2015	190' x 64'	Graham Wendt 425-349-5719	SSPC-SP-5, Carboline 4500FT Plural	SSPC-SP-6, Carboline Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	TK 1128	\$227,000	2015	95' x 40'	Todd Zulagar 714-448-1765	SSPC-SP-5, Carboline 4500FT Plural	SSPC-SP-6, Carboline Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	TK 1128	\$850,000	2015	120' x 50'	Sandra Sanchez 562-665-6919	SSPC-SP-10, Carboline 4500 Plural	SSPC-SP-6, Carboline Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	TK 1128	\$85,000	2015	95' x 50'	Atul Sumra 419-392-6242	SSPC-SP-10, Carboline 4500 Plural	SSPC-SP-6, Carboline Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	TK 1128	\$3,100,000	2015	220x50	Danny Brown 918-223-2033	SSPC-SP-5, Sherwin Williams Duraplate UHS Plural	SSPC-SP-6, Carboline Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	TK 1128	\$480,000	2015	150x50	Danny Brown 918-223-2033	SSPC-SP-5, Sherwin Williams Duraplate UHS Plural	SSPC-SP-6, Carboline Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	TK 1128	\$330,000	2015	150x50	Danny Brown 918-223-2033	SSPC-SP-5, Sherwin Williams Duraplate UHS Plural	SSPC-SP-6, Carboline Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	TK 1128	\$300,000	2015	90x45	Eric Hepworth 219-370-3307	SSPC-SP-10, Carboline 4550 Plural	SSPC-SP-6, Carboline Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	TK 1128	\$1,200,000	2014	130' x 60'	Steve Rodriguez - 310-233-3943	SSPC-SP-10, Carboline 4550 Plural	SSPC-SP-6, Carboline Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	TK 1128	\$2,800,000	2014	220x50	Atul Sumra 419-392-6242	SSPC-SP-5, Sherwin Williams Duraplate UHS Plural	SSPC-SP-6, Carboline Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	TK 1128	\$420,000	2014	150x50	Danny Brown 918-223-2033	SSPC-SP-5, Sherwin Williams Duraplate UHS Plural	SSPC-SP-6, Carboline Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	TK 1128	\$2,600,000	2013	220x50	Atul Sumra 419-392-6242	SSPC-SP-5, Sherwin Williams Duraplate UHS Plural	SSPC-SP-6, Carboline Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	TK 1128	\$1,000,000	2013	150x50 3 total	Danny Brown 918-223-2033	SSPC-SP-5, Sherwin Williams Duraplate UHS Plural	SSPC-SP-6, Carboline Zinc Epoxy, Polyurethane	Shawn Clappool
Whiting	Whiting	TK 1128	\$450,000	2013	180x50	Jason Thorsell 715-394-1811	SSPC-SP-5, Sherwin Williams Duraplate UHS Plural	SSPC-SP-6, Carboline Zinc Epoxy, Polyurethane	Shawn Clappool

CONTRACTOR SAFETY QUESTIONNAIRE

Company Name: Capital Industrial Coatings, LLC

Primary Type of Work: Coatings

Person Completing Form: Spiro Poulos

Title: Vice President Phone Number: 219-293-1883

Date: 2-25-2022

SAFETY PERFORMANCE

1. List your company's Interstate Experience Rating Modifier (ERM) 1 for the three most recent years.

20 <u>21</u>	<u>.75</u>
20 <u>20</u>	<u>.79</u>
20 <u>19</u>	<u>.89</u>

2. List your company's number of injuries/illnesses from your OSHA 300 logs for the three most recent years.

	20 <u>21</u>	20 <u>20</u>	20 <u>19</u>
a. Fatalities	<u>0</u>	<u>0</u>	<u>0</u>
b. OSHA recordable incidents	<u>0</u>	<u>0</u>	<u>0</u>
c. Lost work day incidents	<u>0</u>	<u>0</u>	<u>0</u>
d. Total lost work days	<u>0</u>	<u>0</u>	<u>0</u>
e. Total hours worked	<u>184,577</u>	<u>146,133</u>	<u>145,605</u>

3. Upon request from the City, the contractor(s) shall provide copies of the following items (a-g); and Items (d-g) for each listed Subcontractor

- | | |
|--|---|
| a). OSHA 300 logs for the most recent three years and current year-to-date | e). Training Plans |
| b). Verification of ERM from your insurance carrier | f). Training Certificates for Employees |
| c). Injury/Illness Report | g). Emergency Response Training |
| d). Complete written Safety Program | |

4. Company Safety Contact:

a. Name Andrea Archambeault

b. Phone 312-508-5085 x 506

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 5/1/2020
- b. Do you have a written safety field manual? ☐ Yes ☐ No
- c. Are all workers given a booklet that contains work rules, responsibilities, and other appropriate information? ☐ Yes ☐ No
2. POLICY AND MANAGEMENT SUPPORT
- a. Do you have a safety policy statement from an officer of the company? ☐ Yes ☐ No
- b. Do you have a disciplinary process for enforcement of your safety program? ☐ Yes ☐ No
- c. Does management set corporate safety goals? ☐ Yes ☐ No
- d. Does executive management review:
- | | |
|---|--|
| <input checked="" type="checkbox"/> Accident reports? | <input type="radio"/> Yes <input type="radio"/> No |
| <input checked="" type="checkbox"/> Safety statistics? | <input type="radio"/> Yes <input type="radio"/> No |
| <input checked="" type="checkbox"/> Inspection reports? | <input type="radio"/> Yes <input type="radio"/> No |
- e. Do you safety pre-qualify subcontractors? ☐ Yes ☐ No
- f. Do you have a written policy on accident reporting and investigation? ☐ Yes ☐ No
- g. Do you have a light-duty, return-to-work policy? ☐ Yes ☐ No
- h. Is safety part of your supervisor's performance evaluation? ☐ Yes ☐ No
- i. Do you have a personal protective equipment (PPE) policy? ☐ Yes ☐ No
- j. Do you have a written substance abuse program? ☐ Yes ☐ No
- If yes, does it include (check all applicable boxes):
- | | |
|--|--|
| <input checked="" type="checkbox"/> Pre-employment testing | <input checked="" type="checkbox"/> Return-to-duty testing |
| <input checked="" type="checkbox"/> Random testing | <input 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 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)?
How often?

Yes No

☐ Weekly ☒ Monthly ☐ Quarterly ☒ Annually ☒ Other Before starting a project

d. Do you hold tool box/tailgate safety meetings focused on your specific work operations/exposures?
How often?

Yes No

☒ Weekly ☒ Daily ☐ Other _____

e. Do you require equipment operation/certification training?

Yes No

4. ADMINISTRATION AND PROCEDURES

a. Does your written safety program address administrative procedures?

Yes No

If yes, check which apply:

☒ Pre project/task planning

☒ Emergency procedures

☒ Record keeping

☒ Audits/inspections

☐ Safety committees

☒ Accident investigations/reporting

☒ HAZCOM

☒ Training documentation

☒ Substance abuse prevention

☒ Hazardous work permits

☐ Return-to-work

☒ Subcontractor prequalification

b. Do you have project safety committees?

Yes No

c. Do you conduct job site safety inspections?
How often?

Yes No

☒ Daily ☒ Weekly ☐ Monthly ☐ Other _____

Do these inspections include a routine safety inspection of equipment (e.g., scaffold, ladders, fire extinguishers, etc.)?

Yes No

d. Do you investigate accidents?
How are they reported?

Yes No

☒ 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 ☒ N/A ☐
☐ 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? 5/1/2020

- b. What work practices are addressed by your work rules?

- | | |
|--|---|
| <input checked="" type="checkbox"/> CPR/first aid | <input checked="" type="checkbox"/> Access—entrances/stairs |
| <input checked="" type="checkbox"/> Barricades, signs, and signals | <input checked="" type="checkbox"/> Respiratory protection |
| <input checked="" type="checkbox"/> Blasting | <input checked="" type="checkbox"/> Material handling/storage |
| <input checked="" type="checkbox"/> Communications | <input type="checkbox"/> Temporary heat |
| <input checked="" type="checkbox"/> Compressed air and gases | <input checked="" type="checkbox"/> Vehicle safety |
| <input 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 checked="" 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 checked="" type="checkbox"/> Floor and wall openings | <input type="checkbox"/> Trenching and excavating |
| <input checked="" type="checkbox"/> Fall protection | <input checked="" type="checkbox"/> Lockout/Tagout |
| <input checked="" type="checkbox"/> Housekeeping | <input checked="" type="checkbox"/> Energized/pressurized equipment |
| <input checked="" type="checkbox"/> Ladders and scaffolds | <input checked="" type="checkbox"/> Personal protective equipment |
| <input checked="" type="checkbox"/> Mechanical equipment/maintenance/pre-op checks/operation | <input checked="" type="checkbox"/> Tools, power and hand |
| <input type="checkbox"/> Welding and cutting (hot work) | <input checked="" 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):

Please see attached



OSHA Citations

Inspection Dates: 4/16/19, 5/13/19 & 5/14/19
Location: Job #2021 - I-294 & I-90 Rosemont, IL/I-294 & Busse Highway Park Ridge, IL
Citation Issuance: 8/9/19 & 11/4/19
Informal Settlement Agreements: 8/29/19 & 11/21/19

Inspection #1393413 (4/16/19):

Citation #1 (Issued 8/9/19) Item 1) A "Serious" citation was issued for employees using respirators containing a slight amount of lead inside the respirator. Item 2) A "Serious" citation was issued for initial air monitoring and personal air samples. On 8/29/19, during an informal settlement meeting with OSHA, both "Serious" citations were re-categorized to "Other than Serious".

Inspection #1400837 (5/13/19 & 5/14/19):

Citation #1 (Issued 8/9/19) Item 1) A "Serious" citation was issued for employees using respirators containing a slight amount of lead inside the respirator. On 8/29/19, during an informal settlement meeting with OSHA, the "Serious" citation was re-categorized to "Other than Serious".

Inspection #1401467 (5/14/19):

Citation #1 (Issued 11/4/19) Item 1) A "Serious" citation was issued for a Portable Generator without a ground fault circuit interrupter. Item 2a) A "Serious" citation was issued for a fall exposure during transfers between an elevated aerial lift platform and the Safespan suspended platform. Item 2b) A "Serious" citation was issued for an employee using improper fall arrest system components. On 11/21/19, during an informal settlement meeting with OSHA, all items except for item 2A were recategorized from "Serious" to "Other than Serious". For Item 2A Capital defended its methodology, training, and a minor modification to ESH Policy was made. This resulted in a reduction of the fine for the citation, but not a change in categorization.

Citation #2 (Issued 11/4/19) Item 1) An "Other Than Serious" citation was issued for not implementing and maintaining a fall protection rescue plan. On 11/21/19 during an informal conference with OSHA, the rescue plan issue noted in Citation 2 was not disputed, and the company fall protection plan form was revised.

These inspections were conducted as a part of an OSHA Programmed Random Inspection. There were no injuries related to these citations. All citations were immediately corrected, and cases were closed.

DESIGNATION OF SUBCONTRACTORS

NAME OF BIDDER: Capital Industrial Coatings, LLC

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

The Contractor shall not:

- A. Substitute any person as Subcontractor in place of the Subcontractor listed in the original Bid, except that the City may consent to the substitution of another person as Subcontractor in any of the following situations:
 - 1. When the Subcontractor listed in the Bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of Work specified in the Subcontractor's bid and at the price specified in the Subcontractor's bid, when that written contract, based upon the general terms, conditions, Drawings and Specifications for the Project or the terms of Contractor's written Bid, is presented to the Subcontractor by the Contractor;
 - 2. When the listed Subcontractor becomes insolvent or the subject of an order for relief in bankruptcy;
 - 3. When the listed Subcontractor fails or refuses to perform his/her subcontract;
 - 4. When the listed Subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth in Public Contract Code Section 4108;
 - 5. When the Contractor demonstrates to the City that the name of the Subcontractor was listed as the result of an inadvertent clerical error;
 - 6. When the listed Subcontractor is not licensed pursuant to the Contractors License Law;
 - 7. When the City determines that the Work performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the Drawings and Specifications, or that the Subcontractor is substantially delaying or disrupting the progress of the Work;
 - 8. When the listed Subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code; or
 - 9. When the City determines that the listed Subcontractor is not a responsible contractor.
- B. Permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor listed in the original Bid, without the consent of the City.
- C. Other than in the performance of "change orders" causing changes or deviations from the original Contract, sublet or subcontract any portion of the Work in excess of one-half of one percent of the Contractor's Base Bid Amount as to which his/her original Bid did not designate a Subcontractor.

Prior to approval of the Contractor's request for a Subcontractor substitution, the City shall give notice in writing to the listed Subcontractor of the Contractor's request to substitute and of the reason for the request. The notice will be served by certified or registered mail to the last known address of the Subcontractor. The listed Subcontractor who has been so notified shall have five (5) Working Days within which to transmit to the City written objections to the substitution. Failure to file these written objections shall constitute the listed Subcontractor's consent to the substitution. If written objections are filed, the City shall give notice in writing of at least five (5) Working Days to the listed Subcontractor of a hearing by the City on the Contractor's request for substitution.

The Contractor, as a condition to asserting a claim of inadvertent clerical error in the listing of a Subcontractor, shall within two (2) Working Days after the time of the Bid Deadline, give written notice to the City and copies of such notice to both the Subcontractor he/she claims to have listed in error and the intended Subcontractor who had bid to the Contractor prior to the Bid Deadline.

QUESTIONNAIRE REGARDING SUBCONTRACTORS

Bidder shall answer the following questions and submit with his/her Contract proposal.

1. Were bid depository or registry services used in obtaining subcontractors bid figures in order to compute your bid?
Yes ☐ No ☒
2. If the answer to No. 1 is "Yes", please forward a copy of the rules of each bid depository you used with this questionnaire.
3. Did you have any source of subcontractors' bids other than bid depositories?
4. Has any person or group threatened you with subcontractor boycotts, union boycotts, or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories?
Yes ☐ No ☒
5. If the answer to No. 4 is "Yes", please explain the following details:
 - (a) Date:
 - (b) Name of person or group:
 - (c) Job involved (if applicable):
 - (d) Nature of the threats:
 - (e) Additional comments:
(Use additional paper if necessary)
6. Was a conscious effort made to recruit or provide equal opportunity for bids by minority or project area subcontractors?
Yes ☒ No ☐
7. Was a conscious effort made to recruit and hire project area lower-income residents?
Yes ☒ No ☐
Please submit statement.
8. We declare under penalty of perjury that the foregoing is true and correct.
Dated this 25 day of February, 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 Capital Industrial Coatings, LLC

By:  SPIRO POULOS

Title: Vice President

SPECIALTY CONTRACTOR OR SUBCONTRACTOR STATEMENT OF QUALIFICATIONS

"Painting and Decorating" and "Cathodic Protection Installation"

(Complete one for Each Specialty Contractor)

As part of its Bid, Bidder shall submit this Statement of Qualifications for the Subcontractor that will perform the "Painting and Decorating" and "Cathodic Protection Installation", or for the Bidder itself, if Bidder will self-perform the "Painting and Decorating" and "Cathodic Protection Installation" Work. This information shall provide evidence to indicate successful experience in providing "Painting and Decorating" and "Cathodic Protection Installation" work comparable to that specified in the Project Drawings and Specifications. Referenced qualifications shall demonstrate experience as a successful installer of "Painting and Decorating" and "Cathodic Protection Installation".

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-33 Painting and Decorating Contractor** and **C-10 Electrical Contractor** 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; each comparable in scope and complexity to this Project, within **five (5) years** prior to the Bid Deadline.

Specialty Contractor Name: Capital Industrial Coatings, LLC- Self performing C-33

Project Manager / Foreman: Tony Martinez

Phone No: 562-292-8679 E-mail: t.martinez@capital-ic.com

COMPARABLE PROJECTS (Provide Minimum Three (3) Projects)

1. Project Name: See attached

Address: _____

Date Completed: _____

Reference / Contact Name: _____

Reference / Contact Phone No: _____

Description of work performed: _____

Capital and Capital Supervisory Level Staff - Tank Work Experience

Customer	Location	Project	Value	Year	Size	Contact	Interior System	Exterior System	Capital Representative
City Water District	Oran, CA	850-1 & 1200-1 Reservoirs	\$1,443,000	2020-2021		Doug Cook 858-518-3072	SSPC SP-10.3 Coat 801	SSPC SP-10.2 Coat Epoxy/ Polyurethane	Shawn Claypool
BP	Whiting	Tank 1919	\$1,100,000	2019-2020	220x50	Eric Hepworth 219-370-3308	SSPC SP-10, PPG 840 Plural	SSPC SP-6, Sherwin Williams Zinc, Epoxy, Polyurethane	Spiro Poulos
Marathon Refinery	Southern California	Various	\$1,700,000	2018, 2020	60' x 70' Dia	Rein Seely 714-433-7168	SSPC SP-10, Carboline Tank Shield Plural	SSPC 12/3 Carboline Epoxy, Polyurethane	Shawn Claypool
Vallecitos Water District	Vallecitos	80051, 80060, 80081	\$1,700,000	2020	117' x 50'	John Halasinski 310-447-7050	SSPC SP-5, Carboline 4550MT Plural	SSPC SP-10, Carboline, Zinc, Epoxy, Polyurethane	Shawn Claypool
P66	Superior	North Twin Oaks Reservoir # 1	\$412,500	2020	95' x 40'	Leo Santos 760-744-0460	SSPC SP-10, International 975P Plural	SSPC SP-6 International, Epoxy, Epoxy, Polyurethane	Shawn Claypool
Enbridge	Whiting	Tank 5	\$700,000	2020	180x50	Tom Burns 909-262-4439	SSPC SP-10, Carboline 4550 Plural	SSPC SP-10, Carboline, Zinc, Epoxy, Polyurethane	Spiro Poulos
Enbridge	Superior	Tank 3919	\$700,000	2020	180x51	Jason Thorsell 715-394-1811	SSPC SP-5, Hempel T101 Plural	SSPC SP-6, Hempel Zinc, Epoxy, Polyurethane	Spiro Poulos
Enbridge	Cushing	Tank 1040	\$800,000	2020	200x50	Tom Burns 909-262-4439	SSPC SP-5, Hempel T101 Plural	SSPC SP-6, Hempel Zinc, Epoxy, Polyurethane	Spiro Poulos
P66	Whiting	TK 170	\$145,000	2019	140' x 50'	Danny Brown 918-223-2033	SSPC SP-10, Carboline 4550 Plural	SSPC SP-10, Carboline, Zinc, Epoxy, Polyurethane	Shawn Claypool
P66	Whiting	TK 28	\$110,000	2019	90' x 50'	Tom Burns 909-262-4439	SSPC SP-10, Carboline 4550 Plural	SSPC SP-10, Carboline, Zinc, Epoxy, Polyurethane	Shawn Claypool
P66	Whiting	TK 328	\$350,000	2019	105' x 34'	Tom Burns 909-262-4439	SSPC SP-10, Carboline 4550 Plural	SSPC SP-10, Carboline, Zinc, Epoxy, Polyurethane	Shawn Claypool
BP	Whiting	Tank 3614	\$338,800	2019	150x50	Eric Hepworth 219-370-3308	SSPC SP-5, Sherwin Williams Duralplate UHS Plural	SSPC SP-6, Sherwin Williams Zinc, Epoxy, Polyurethane	Spiro Poulos
Enbridge	Marathon	TK 2	\$861,000	2019	180x50	Jason Thorsell 715-394-1811	SSPC SP-10, Carboline 4550 Plural	SSPC SP-6, Hempel Zinc, Epoxy, Polyurethane	Spiro Poulos
P66	Whiting	TK 303	\$61,000	2018	80' x 40'	Tom Burns 909-262-4439	SSPC SP-10, Carboline 4550 Plural	SSPC SP-10, Carboline, Zinc, Epoxy, Polyurethane	Shawn Claypool
P66	Whiting	TK 446	\$55,000	2018	40' x 40'	Tom Burns 909-262-4439	SSPC SP-10, Carboline 4550 Plural	SSPC SP-6, Hempel Zinc, Epoxy, Polyurethane	Spiro Poulos
Enbridge	Griffith	Tank #79	\$1,130,000	2018	Various	Jason Thorsell 715-394-1811	SSPC SP-10, Sherwin Williams, Duralplate UHS Plural	SSPC SP-6, Sherwin Williams Zinc, Epoxy, Polyurethane	Spiro Poulos
Plains	LA Basin	Various TKS	\$475,000	2018	Various	Kenny Weber 714-484-4944	SSPC SP-10, Sherwin Williams Plural Novaplate 325	SSPC SP-10, Sherwin Williams Zinc, Epoxy, Polyurethane	Shawn Claypool
Valero	Whiting	TK 9009	\$684,000	2018	138' x 50'	David Giron 562-274-5696	SSPC SP-10, Sherwin Williams Plural Novaplate 325	SSPC SP-10, Sherwin Williams Zinc, Epoxy, Polyurethane	Shawn Claypool
Valero	Whiting	TK 9003	\$286,000	2018	138' x 50'	David Giron 562-274-5696	SSPC SP-10, Sherwin Williams Plural Novaplate 325	SSPC SP-10, Sherwin Williams Zinc, Epoxy, Polyurethane	Shawn Claypool
Marathon	El Paso	TK 513	\$110,000	2018	120' x 20'	Henry Dominguez 915-775-3304	SSPC SP-10, Carboline 4500FS Plural	SSPC SP-10, Carboline, Zinc, Epoxy, Polyurethane	Shawn Claypool
Marathon	El Paso	TK 190	\$254,000	2018	140' x 40'	Henry Dominguez 915-775-3304	SSPC SP-10, Carboline 4500FS Plural	SSPC SP-10, Carboline, Zinc, Epoxy, Polyurethane	Shawn Claypool
P66	Carson	Waterborne Crude TK	\$1,258,000	2017	230' x 65'	Tom Burns 909-262-4439	SSPC SP-5, Thencic 22 Plural	SSPC SP-6, PPG Zinc, Epoxy, Polyurethane	Shawn Claypool
CB/ McDermott	Honolulu WTP	Egg Shaped Digester 1	\$1,754,000	2017	85' x 90'	Graham Wendt 425-249-5719	SSPC SP-5, Carboline 4500FS Plural	SSPC SP-6, Carboline Zinc, Epoxy, Polyurethane	Shawn Claypool
CB/ McDermott	Shell Martinez	WB Crude TK - 17597	\$584,000	2017	190' x 64'	Graham Wendt 425-249-5719	SSPC SP-10, Sherwin Williams Duralplate UHS - Plural	SSPC SP-10, Sherwin Williams Zinc, Epoxy, Polyurethane	Shawn Claypool
Edison	Mountainview GS	TK 80001	\$480,000	2017	90' x 50'	Douglas Russell 909-418-4334	SSPC SP-10, Carboline 4550 Plural	SSPC SP-7, Epoxy/ Epoxy, Polyurethane	Shawn Claypool
Chertron	Huntington Beach	TK 80001	\$480,000	2017	150' x 50'	Sandra Sanchez 562-665-6919	SSPC SP-10, Carboline 4550 Plural	SSPC SP-7, Epoxy/ Epoxy, Polyurethane	Shawn Claypool
Valero	Whiting	TK 803	\$480,000	2017	220' x 16'	David Giron 562-274-5696	SSPC SP-10, Carboline 4500FS Plural	SSPC SP-10, Carboline, Zinc, Epoxy, Polyurethane	Shawn Claypool
Marathon	El Paso	TK 803	\$480,000	2017	220' x 16'	Henry Dominguez 915-775-3304	SSPC SP-10, Carboline 4500FS Plural	SSPC SP-10, Carboline, Zinc, Epoxy, Polyurethane	Shawn Claypool
Enbridge	Stockbridge	Tank #81	\$25,000	2017	180x50	Jason Thorsell 715-394-1811	SSPC SP-5, Hempel T101 Plural	SSPC SP-6, Hempel Zinc, Epoxy, Polyurethane	Spiro Poulos
Enbridge	Cushing	Tanks #2731 & 2733	\$2,400,000	2017	200x50	Danny Brown 918-223-2033	SSPC SP-5, Hempel T101 Plural	SSPC SP-6, Hempel Zinc, Epoxy, Polyurethane	Spiro Poulos
Enbridge	Cushing	Tank #1	\$670,000	2017	180x50	Jason Thorsell 715-394-1811	SSPC SP-5, Hempel T101 Plural	SSPC SP-6, Hempel Zinc, Epoxy, Polyurethane	Spiro Poulos
Enbridge	Marathon	Tank #72	\$763,000	2017	180x50	Jason Thorsell 715-394-1811	SSPC SP-5, Hempel T101 Plural	SSPC SP-6, Hempel Zinc, Epoxy, Polyurethane	Spiro Poulos
Enbridge	Griffith	Tank #77	\$1,340,000	2016	85' x 50'	Graham Wendt 425-249-5719	SSPC SP-5, Thencic 22 Plural	SSPC SP-6, PPG Zinc, Epoxy, Polyurethane	Shawn Claypool
CB/ McDermott	Honolulu WTP	Egg Shaped Digester 2	\$2,000,000	2016	Over 1mm	Randy 951-538-4849	International 975P Plural	International	Shawn Claypool
CB/ McDermott	3 Tanks Inside / Outside	Unknown - Est 55 (Blustoo)	\$2,000,000	2017	Over 1mm	Randy 951-538-4849	International 975P Plural	International	Shawn Claypool
Shell	Shell Martinez	WB Crude TK - 17596	\$584,000	2016	190' x 64'	Graham Wendt 425-249-5719	SSPC SP-5, Carboline 4500FS Plural	SSPC SP-6, Carboline Zinc, Epoxy, Polyurethane	Shawn Claypool
Enbridge	Marinez	TK 537	\$145,000	2016	120' x 48'	Graham Wendt 425-249-5719	SSPC SP-5, Carboline 4500FS Plural	SSPC SP-6, Carboline Zinc, Epoxy, Polyurethane	Shawn Claypool
Enbridge	Palaka	Tank #5350	\$594,000	2016	150x50	Danny Brown 918-223-2033	SSPC SP-5, Sherwin Williams Duralplate UHS Plural	SSPC SP-6, Sherwin Williams Zinc, Epoxy, Polyurethane	Spiro Poulos
Enbridge	Cushing	Tank #5351	\$549,000	2016	150x50	Danny Brown 918-223-2033	SSPC SP-5, Sherwin Williams Duralplate UHS Plural	SSPC SP-6, Sherwin Williams Zinc, Epoxy, Polyurethane	Spiro Poulos
Enbridge	Griffith	Tank #77	\$884,000	2016	180x50	Jason Thorsell 715-394-1811	SSPC SP-5, Hempel T101 Plural	SSPC SP-6, Hempel Zinc, Epoxy, Polyurethane	Spiro Poulos
Matrix SAE	Flanagan	Tank # 19	\$1,234,000	2016	220x50	Atul Sumra 419-392-6242	SSPC SP-5, Sherwin Williams Duralplate UHS Plural	SSPC SP-6, Sherwin Williams Zinc, Epoxy, Polyurethane	Spiro Poulos
Enbridge	Cushing	Tanks # 1453	\$550,000	2016	220x50	Danny Brown 918-223-2033	SSPC SP-5, Sherwin Williams Duralplate UHS Plural	SSPC SP-6, Sherwin Williams Zinc, Epoxy, Polyurethane	Spiro Poulos
Matrix SAE	Stockbridge	Tanks # 84,85 & 86	\$3,450,000	2016	190' x 64'	Atul Sumra 419-392-6242	SSPC SP-5, Sherwin Williams Duralplate UHS Plural	SSPC SP-6, Sherwin Williams Zinc, Epoxy, Polyurethane	Spiro Poulos
CB/ McDermott	Shell Martinez	WB Crude TK - 17595	\$584,000	2015	190' x 64'	Graham Wendt 425-249-5719	SSPC SP-5, Carboline 4500FS Plural	SSPC SP-6, Carboline Zinc, Epoxy, Polyurethane	Shawn Claypool
Shell	El Paso	TK 1128	\$227,000	2015	95' x 40'	JD Shanks 925-229-2135	SSPC SP-5, Carboline 4500FS Plural	SSPC SP-6, Carboline Zinc, Epoxy, Polyurethane	Shawn Claypool
Matrix	Portland	S TKS	\$850,000	2015	120' x 50'	Todd Zuleger 714-448-1765	SSPC SP-10, Carboline 4500FS Plural	SSPC 12/3 Carboline Epoxy, Epoxy Polyurethane	Shawn Claypool
Chertron	Huntington Beach	TK 676	\$85,000	2015	85' x 50'	Sandra Sanchez 562-665-6919	SSPC SP-10, Carboline 4550 Plural	SSPC SP-7, Epoxy/ Epoxy, Polyurethane	Shawn Claypool
Matrix SAE	Flanagan	Tanks # 12,13,&18	\$1,100,000	2015	220x50	Atul Sumra 419-392-6242	SSPC SP-5, Sherwin Williams Duralplate UHS Plural	SSPC SP-6, Sherwin Williams Zinc, Epoxy, Polyurethane	Spiro Poulos
Enbridge	Flanagan	2015 Maintenance	\$480,000	2015	150x50	Danny Brown 918-223-2033	SSPC SP-5, Sherwin Williams Duralplate UHS Plural	SSPC SP-6, Sherwin Williams Zinc, Epoxy, Polyurethane	Spiro Poulos
Enbridge	Cushing	Tank # 3334	\$300,000	2015	150x50	Danny Brown 918-223-2033	SSPC SP-5, Sherwin Williams Duralplate UHS Plural	SSPC SP-6, Sherwin Williams Zinc, Epoxy, Polyurethane	Spiro Poulos
BP	Whiting	Tank 562	\$360,000	2015	90x45	Eric Hepworth 219-370-3307	SSPC SP-10, Sherwin Williams Phenocin Epoxy	SSPC SP-6, Sherwin Williams Zinc, Epoxy, Polyurethane	Spiro Poulos
Tecoro (Marathon)	Whiting	Tank 50000 Water Tank	\$1,200,000	2014	130' x 60'	Steve Rodriguez - 310-233-5943	SSPC SP-5, Sherwin Williams Duralplate UHS Plural	SSPC SP-6, Sherwin Williams Zinc, Epoxy, Polyurethane	Tom Martinez
Matrix SAE	Flanagan	Tanks # 10,13,&16	\$2,800,000	2014	220x50	Atul Sumra 419-392-6242	SSPC SP-5, Sherwin Williams Duralplate UHS Plural	SSPC SP-6, Sherwin Williams Zinc, Epoxy, Polyurethane	Spiro Poulos
Matrix SAE	Flanagan	2014 Maintenance	\$420,000	2014	150x50	Danny Brown 918-223-2033	SSPC SP-5, Sherwin Williams Duralplate UHS Plural	SSPC SP-6, Sherwin Williams Zinc, Epoxy, Polyurethane	Spiro Poulos
Matrix SAE	Flanagan	Tanks # 11,14,&17	\$2,600,000	2013	220x50	Danny Brown 918-223-2033	SSPC SP-5, Sherwin Williams Duralplate UHS Plural	SSPC SP-6, Sherwin Williams Zinc, Epoxy, Polyurethane	Spiro Poulos
Enbridge	Flanagan	2013 Maintenance	\$150x50 3 total	2013	150x50 3 total	Danny Brown 918-223-2033	SSPC SP-5, Sherwin Williams Duralplate UHS Plural	SSPC SP-6, Sherwin Williams Zinc, Epoxy, Polyurethane	Spiro Poulos
Enbridge	Superior	Tank # 1	\$450,000	2013	180x50	Jason Thorsell 715-394-1811	SSPC SP-5, Sherwin Williams Duralplate UHS Plural	SSPC SP-6, Sherwin Williams Zinc, Epoxy, Polyurethane	Spiro Poulos

SPECIALTY CONTRACTOR OR SUBCONTRACTOR STATEMENT OF QUALIFICATIONS

"Painting and Decorating" and "Cathodic Protection Installation"

(Complete one for Each Specialty Contractor)

As part of its Bid, Bidder shall submit this Statement of Qualifications for the Subcontractor that will perform the "Painting and Decorating" and "Cathodic Protection Installation", or for the Bidder itself, if Bidder will self-perform the "Painting and Decorating" and "Cathodic Protection Installation" Work. This information shall provide evidence to indicate successful experience in providing "Painting and Decorating" and "Cathodic Protection Installation" work comparable to that specified in the Project Drawings and Specifications. Referenced qualifications shall demonstrate experience as a successful installer of "Painting and Decorating" and "Cathodic Protection Installation".

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-33 Painting and Decorating Contractor** and **C-10 Electrical Contractor** 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; each comparable in scope and complexity to this Project, within **five (5) years** prior to the Bid Deadline.

Specialty Contractor Name: Accurate Corrosion Control

Project Manager / Foreman: Jack Ripley/Paul Hill

Phone No: 623-237-0645

E-mail: jackR@accuratecorrosion.com

COMPARABLE PROJECTS (Provide Minimum Three (3) Projects)

1. Project Name: Forest Highlands Utility

Address: 2425 Williams Palmer, Flagstaff, AZ 86005

Date Completed: 11/19/20

Reference / Contact Name: Lindsey Church

Reference / Contact Phone No: (928) 606 0071

Description of work performed: Impressed Current CP System For New Potable Water Storage Tank

2. Project Name: Kern County Water Agency

Address: 3200 Rio Mirada Dr. Bakersfield, CA 93308

Date Completed: 06/15/2019

Reference / Contact Name: Scott Chambliss

Reference / Contact Phone No: 661-319-3117

Description of work performed: Impressed Current CP System For New Potable Water
Storage Tank

3. Project Name: City of Santa Ana

Address: 220 S Daisy Ave. Santa Ana, California 92703

Date Completed: 07/20

Reference / Contact Name: Elliot Valdez

Reference / Contact Phone No: 714-647-1736

Description of work performed: Impressed Current CP System For New Potable
Water Storage Tank

4. Project Name: _____

Address: _____

Date Completed: _____

Reference / Contact Name: _____

Reference / Contact Phone No: _____

Description of work performed: _____

CONTRACTOR'S AFFIDAVIT OF NON-COLLUSION

STATE OF CALIFORNIA)
COUNTY OF Orange) ss

Spiro Poulos being first duly sworn, deposes and says:

1. That he/she is the Vice President (Title of office if a corporation, "sole owner," "Partner," or other proper title) of Capital Industrial Coatings, LLC, (hereinafter called "Contractor") who has submitted to the City of Vernon a Bid for the construction of the Rehabilitation of Reservoirs 2-1, 2-2, and 2-3;
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;
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.

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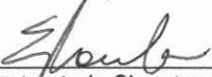
///

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated this 28th day of February/2022 at Huntington Beach, CA
Month/Year City State

Capital Industrial Coatings, LLC

Contractor (Please Print)



Contractor's Signature

Vice President

Title

CONTRACTOR'S SIGNATURE MUST BE NOTARIZED

ACKNOWLEDGMENT

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

State of California
County of Orange

On February 28 2022 before me, Darby Payne Hawke Driskill, Notary Public
(insert name and title of the officer)

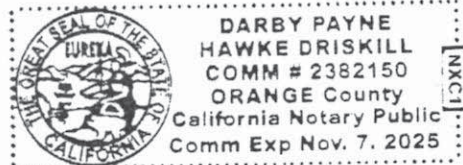
personally appeared Spiro Poulos
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature

(Seal)



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.

Arthur J. Gallagher Risk Mgmt Svcs

02/27/2022

Name of Insurance Company

Date

Brian Bries

Brian Bries

Insurance Agent's Name (Printed)

Insurance Agent's Name

(signature) Brian J. Bries

2850 Golf Rd, Rolling Meadows, IL 60008

Address

City

State Zip Code

630-694-5458

brian_bries@alg.com

Telephone Number

Email Address

Capital Industrial Services

Contractor's Name

City Specification Number

Below State the Name of Insurance Company Providing Coverage:

DO NOT write "Will Provide," "To Be Determined," "When Required," or similar phrases.

Liberty Mutual Fire Ins Co

Liberty Mutual Fire Ins Co

Commercial General Liability

Automobile Liability

Employers Ins Co of Wausaw

Workers' Compensation Liability

City Will Purchase Policy, if required

Builders Risk

Ironshore Specialty Ins Co

Pollution Liability

[NOTE TO CONTRACTOR: See "Insurance Requirements" EXHIBIT A4 of the Contract for the requirement of obtaining Pollution Liability Insurance.]

NOTE TO THE UNDERWRITER / AGENT: If the insurance forms that the Contractor submits to the City do not fully comply with the Insurance Requirements, and/or if the Contractor fails to submit the forms within the 14-day time limit, the City may: (1) declare the Contractor's Bid non-responsive, and (2) award the Contract to the next lowest responsible Bidder.

CERTIFICATE OF EQUAL OPPORTUNITY PRACTICES

City of Vernon
4305 Santa Fe Avenue
Vernon, CA 90058
(323) 583-8811

Website: www.cityofvernon.org

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: Capital Industrial Coatings, LLC

Business Telephone: 714-332-3434

Address: 17792 Metzler Lane A

City: Huntington Beach State: CA Zip 92647

Contact Person Spiro Poulos E-mail Address S.poulos@capital-ic.com
(optional)

Tax ID Number (or Social Security Number) 81-3899251

Remit Address (if different)

Please state clearly and concisely the type(s) of goods and services your company provides:

Industrial Coatings

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: Capital Industrial Coatings, LLC Project: Vernon

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
Painter	10	4
Are any current employees or potential new hires Vernon residents? If so, how many?	Not at this time	

Current Permanent Workforce Utilization (Form AA-3)

Name of Company: Capital Industrial Coatings, LLC

Project: _____

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								

DESIGNATION OF SUBCONTRACTORS

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
ACCI- Accurate Corrosion Control, Inc	jackr@accuratecorrosion.com	Cathodic Protection	5627 Stoneridge Dr., #324 & 325 Pleasanton, CA 94588
Premier Tank	premiertankinc@gmail.com	Mechanical	14625 Domart Avenue Norwalk, CA 90650

License Number	Public Works Contractor Registration Number	Dollar (\$) Value
654613-A	1000028833	\$35,400.00 BASE
715448 A – C60	1000026356	\$481,961.00 BASE \$ 69,000.00 options

City Council Agenda Item Report

Submitted by: Adriana Ramos
Submitting Department: City Council
Meeting Date: April 5, 2022

SUBJECT

Payment and Blanket Purchase Contract with ABB, Inc.

Recommendation:

- A. Find that the proposed action is categorically exempt from California Environmental Quality Act (CEQA) review, in accordance with CEQA Guidelines § 15301, because the project consists of the maintenance, repair or minor alteration of an existing facility and involves negligible or no expansion of an existing use;
- B. Approve payment to ABB, Inc. for Invoice No. 7105433953, in the amount of \$340,716.69 for starting motor drive replacement parts;
- C. Find that the best interests of the City are served by a direct award of a purchase contract to ABB, Inc., without a competitive selection process pursuant to Section 3.32.110 B.2 of the Vernon Municipal Code (VMC); and
- D. Authorize issuance of a blanket Purchase Contract in an amount not-to-exceed \$92,283.31 with ABB, Inc., subject to City Attorney's Office approval of terms and conditions, for the installation of a starting motor drive and maintenance services needed at Malburg Generating Station (MGS) for the remainder of fiscal year (FY) 2021-2022.

Background:

On November 16, 2021, City Council adopted Resolution No. 2021-41, approving a Purchase and Sale Agreement (PSA) with Bicent (California) Malburg LLC (Bicent) for the acquisition of the Malburg Generating Station (MGS). Under the PSA, the City is required to assume or otherwise comply with certain vendor contracts previously entered by Bicent. As such, the City is obligated to assume the liability incurred for parts received between Bicent and ABB, Inc. (ABB).

Before the acquisition, Bicent entered into Purchase Order No. MGS 21969 with ABB in the amount of \$340,716.69 for starting motor drive replacement parts needed for the Combustion Turbine Generator (CTG) at MGS. As assigned, the intended purchase and delivery of parts from ABB was designed to provide replacement Variable Frequency Drives (VFD) for the CTG starting motors. The purpose for the starting drive is to spin up the combustion turbine to a speed which the fuel/air mixture can take over. This system consists of the VFDs (starting motor) and a gear box. Without a reliable and functioning starting motor system, the CTG will not run.

The current VFDs are obsolete, thus skilled technical support is needed to rebuild the units, and the physical parts required to rebuild are no longer reliably available in either the aftermarket or from ABB, the original equipment manufacturer. The replacement system also manufactured by ABB provides the long-term reliable solution to this issue. Compounding the need, with the City's ownership the dispatch scheme has changed with weekly start and shut down of a combustion turbine further stressing the existing equipment.

ABB recently provided an Invoice No. 7105433953 for the above referenced parts. Since

actual costs were incurred post-acquisition, staff is seeking approval from City Council to issue payment to ABB in the amount of \$340,716.69.

In addition, staff is also seeking approval of a blanket Purchase Contract in the amount of \$92,283.31 through the remainder of the current fiscal year to cover services needed from ABB for services and installation of the motor drive and services during the Malburg Spring 2022 Outage, scheduled from May 1, 2022 through May 26, 2022.

It is in the best interest of the City to employ ABB in support of MGS VFD installation as ABB will ensure its supplied equipment is installed and calibrated correctly. ABB has the experience and expertise as manufacturer of the VFD's and the original vendor of control and support components to the combustion turbines as well as a history of successfully supporting MGS through many years.

ABB's proposed terms and conditions were still under review at the time of agenda posting, and are subject to City approval prior to execution.

Fiscal Impact:

The payment amount associated with Invoice No. 7105433953 is \$340,716.69 and funds are available in the VPU Generation and Operations account. The total amount for the proposed blanket Purchase Contract for services provided by ABB during the Spring 2022 Outage is \$92,283.31. Sufficient funds for the Spring 2022 outage services are available in the VPU Generation and Operations Account No. 055.9190.500230.

Attachments:

1. [ABB, Inc. - Invoice No. 7105433953](#)
2. [ABB, Inc. - Purchase Order No. MGS 21969](#)



Power and productivity
for a better world™

ABB Inc.

Invoice

Invoice number : 7105433953
Invoice date : 02/23/2022
Terms of payment : 30 Days net
Customer no. : 200011100

Invoice address

COLORADO ENERGY MANAGEMENT LLC
4963 SOTO ST
VERNON CA 90058
USA

Bill to : 200011100
00020

Due date : 03/25/2022
Currency : USD

Customer P.O. : MGS21969
Customer contact : OA Contact
Customer P.O.date : 05/21/2021

Customer address

COLORADO ENERGY MANAGEMENT LLC
4963 SOTO ST
VERNON CA 90058
USA

Sold to : 200011100

Bill of lading no. :
Shipped date :
Terms of delivery :
Delivery method : Less Than TrckLd-LTL -
INCO terms : EXW New Berlin (UCC)
Sales department :
Sales person :
Sales order no. : 2774913
Project manager :
Project no. :

Delivery address

COLORADO ENERGY MANAGEMENT LLC
4963 SOTO ST
VERNON CA 90058
USA

Ship to : 200011100

Federal I.D. no : 36-3100018

Cust. Contact Name

OA Contact

Cust. Contact Tel #

Cust. Contact Email

abb.mail@us.abb.com

General Terms and Conditions :

If not otherwise agreed upon in writing ABB Inc.'s General Terms & Conditions apply to this offer.

Item No.	Part number Part no. Customer Description	Quantity	UoM	Unit price Price base Adjustment	Amount Adjustment amount
10	3AUA0000234860 ACS880R-307S6-2450A-7 / Kit	2	EA	USD 77,260.02 1	USD 154,520.04

ABB Inc.
16250 W. Glendale Drive
NEW BERLIN WI 53151
USA

LV Drives Customer Service #800-752-0696
LV Controls Customer Service #888-385-1221

ACH/Wire Transfer to :
ABB Inc
JPMORGAN CHASE BANK NA

ABA Number: 021000021
SWIFT Code : CHASUS33
Account no : 000000323884326

Mail Payment To
ABB Inc.
PO Box 88868
Chicago IL 60695-1868 US



Power and productivity
for a better world™

Item No.	Part number Part no. Customer Description	Quantity	UoM	Unit price Price base Adjustment	Amount Adjustment amount
20	3AUA0000234861 ACS880R-107F6-2300A-7 / FRAME	2	EA	USD 77,260.02 USD 1	154,520.04

Fixed Charge for Inv	0.00
Total Freight	0.00
Total Tax	31,676.61
Total Amount	340,716.69

Additional Information :

If you have any questions regarding this invoice, please contact ABB Accounts Receivable by visiting <http://new.abb.com/us/latinquiries> or 1-866-330-2461. Please send remittance advices to us.sasacctrec@us.abb.com.

MB422021946500017800002000020000

ABB Inc.
16250 W. Glendale Drive
NEW BERLIN WI 53151
USA

LV Drives Customer Service #800-752-0696
LV Controls Customer Service #888-385-1221

ACH/Wire Transfer to :
ABB Inc
JPMORGAN CHASE BANK NA

ABA Number: 021000021
SWIFT Code : CHASUS33
Account no : 000000323884326

Mail Payment To
ABB Inc.
PO Box 88868
Chicago IL 60695-1868 US

Purchase Order



Purchase Order # MGS21969		Colorado Energy - Malburg Generating Station				
Revision Number 1 All previous revisions are no longer valid.		Supplier ABB Inc. Address P.O. Box 88868 Chicago, IL 60695-1868				
Order Date May 11, 2021 P.O. Due Date May 11, 2021		Telephone Fax No.				
Delivery Address Colorado Energy Management, LLC Malburg Generating Station 4963 Soto Street Vernon, CA 90058 323-476-3620 Fax:		Invoice Address Colorado Energy Management, LLC Malburg Generating Station 4963 Soto Street Vernon, CA 90058 E-Mail Address				

Line	Part Number	Qty (UOP)	UOM	Price	Tax	Line Total
10	N13156 (3AXD50000432073) Description: ACS880R-307S6-2450A-7	2	EA	77,260.02	15,838.3	170,358.34
20	N13157 (3AXD50000432073) Description: ACS880R-107F6-2300A-7	2	EA	77,260.02	15,838.3	170,358.34
30	N13158 (3AXD50000318865) Description: Connection Unit Kit for Ethernet tool network	2	EA	969.98	198.85	2,138.81
Total					31,875.45	342,855.49

Line		Qty (UOP)	Price	Line Total
40	ACS607 Retrofit Kit Proposal 3 Field Service Labor	1	70,087.00	70,087.00
Total				70,087.00

Purchase Order Terms

Ship Via
Payment Terms NET30 Net 30 Days
Freight Terms PPA Prepaid and Add Freight
FOB Point

Grand Total **\$412,942.49**

ABB Inc.

Offer Number: CQ525816 A

ACS607 Retrofit Kit Hardware and Installation

City Council Agenda Item Report

Submitted by: Jessica Alcaraz
Submitting Department: Finance/Treasury
Meeting Date: April 5, 2022

SUBJECT

Amendments to Vernon Municipal Code Section 3.32.250 Emergency Purchases

Recommendation:

- A. Introduce and conduct the first reading of Ordinance No. 1279 amending Section 3.32.250 of Title 3 Revenue and Finance of the Vernon Municipal Code regarding emergency purchases; and
- B. Direct staff to schedule second reading and adoption for the April 19, 2022 City Council meeting.

Background:

The Vernon Municipal Code (VMC) includes a provision for emergency purchases under Section 3.32.250; however, the current provision is limited with respect to utility emergencies. The Public Utilities Department (VPU) has historically encountered various emergency situations that involved sudden or imminent failure of utility service, but such incidents have not been covered by the provision in Section 3.32.250. Because of VPU's unique needs and complex infrastructure, staff proposes revisions to the Emergency Purchases section in the VMC that will more particularly address utility emergencies.

An inability to address utility emergencies in an urgent manner frequently results in significant costs to the City, prolonged equipment malfunction, adverse impacts to the City's utility customers, and/or may cause undue wear and tear on infrastructure. Lengthy purchasing procedures delay VPU's response time during an emergency, and there is often a financial burden associated to these delays. For example, an unforeseen well failure can result in the need to purchase costly imported water throughout a competitive bidding process and until all repairs are complete. Moreover, utility emergencies must be addressed quickly in order to avoid or mitigate impacts on service levels to customers, as reliable service is critical to operations in Vernon and even minimal downtime can have substantial financial implications for businesses. Additionally, with the recent purchase of the Malburg Generating Station (MGS), it is especially important to be able to address utility emergencies in an efficient manner in order to protect the City's investment in MGS.

The proposed ordinance enables VPU to efficiently restore or prevent imminent and unforeseen failures of utility service. If approved, VMC Section 3.32.250, Emergency Purchases, would read as follows (new language is italicized):

"In case of an actual emergency which requires immediate purchase of supplies, equipment, or services to address an immediate and unforeseen risk to health, life, property or the environment, *or for emergency work to restore or prevent an imminent and unforeseen failure of utility service*, the City Administrator may secure, without competitive bidding, at the lowest obtainable price, any supplies, equipment, or services regardless of the amount of the expenditure. A full report of the circumstances of any such emergency purchase shall be filed with the City Council within 30 days of the expenditure."

The City of Pasadena has similar emergency language to protect the delivery of utility services and the City of Riverside has a Utilities Exception that allows informal or negotiated procurement of certain supplies, equipment and materials determined to be peculiar to the needs of the Utilities, regardless of the estimated expenditure amount. Adding the proposed language to Emergency Purchases will enable VPU to respond to utility emergencies in an efficient manner and mitigate the potential for increased costs and disruptions to utility service.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [Ordinance No. 1279](#)

ORDINANCE NO. 1279

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VERNON AMENDING SECTION 3.32.250 OF TITLE 3 REVENUE AND FINANCE OF THE VERNON MUNICIPAL CODE REGARDING EMERGENCY PURCHASES

SECTION 1. Recitals.

- A. The City of Vernon (City) is a municipal corporation and a chartered city of the State of California organized and existing under its Charter and the Constitution of the State of California.
- B. On December 18, 2012, the City Council adopted Ordinance No. 1200, as amended by Ordinance No. 1221 on May 20, 2014, amending Article IV of Chapter 2 of the Vernon Municipal Code, to enact the "Competitive Bidding and Purchasing Ordinance".
- C. The City Council desires to amend Section 3.32.250 of the Vernon Municipal Code regarding emergency purchases to enable the City Administrator to authorize emergency work to restore or prevent an imminent and unforeseen failure of utility service.

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. Section 3.32.250 of Title 3 of the Vernon Municipal Code is hereby amended to read as follows:

"3.32.250 Emergency purchases.

In case of an actual emergency which requires immediate purchase of supplies, equipment, or services to address an immediate and unforeseen risk to health, life, property or the environment, **or for emergency work to restore or prevent an imminent and unforeseen failure of utility service**, the City Administrator may secure, without competitive bidding, at the lowest obtainable price, any supplies, equipment, or services regardless of the amount of the expenditure. A full report of the circumstances of any such emergency purchase shall be filed with the City Council within 30 days of the expenditure."

SECTION 4. 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 5. 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 6. The City Clerk shall certify the adoption and publish this ordinance as required by law.

APPROVED AND ADOPTED this __ day of _____, 2022.

MELISSA YBARRA, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

ZAYNAH N. MOUSSA,
Interim City Attorney